

## Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Richardson &amp; Wrench Alexandria/Waterloo</b> <b>Shop 1/1 Hunter Street, Waterloo, NSW 2017</b>	<b>Phone: 02 8399 8222</b> <b>Fax: 02 8399 8223</b> <b>Ref: Mark Dawes</b>
vendor	<b>Graeme Arthur McMonigal and Pamela Ann McMonigal</b> <b>10 Greenway Drive, Pymble, NSW 2073</b>	
vendor's solicitor	<b>Day Legal</b> <b>Suite 3.07, 46A Macleay Street, Potts Point</b> <b>PO Box 1772, Potts Point NSW 1335</b>	<b>Phone: 02 8332 2620</b> <b>Email: valerie@daylegal.com</b> <b>Ref: VF:210057</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>343/9 Crystal Street, Waterloo, New South Wales 2017</b> <b>(also known as 782-822 Bourke Street, Waterloo)</b> <b>Registered Plan: Lot 343 Plan SP 68677</b> <b>Folio Identifier 343/SP68677</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to tenancies <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked	

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

inclusions	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> rangehood	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> washing machine
	<input type="checkbox"/> curtains	<input type="checkbox"/> microwave	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> dryer
	<input type="checkbox"/> shutters	<input checked="" type="checkbox"/> dishwasher	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> clothes line
	<input type="checkbox"/> insect screens	<input checked="" type="checkbox"/> oven and cooktop	<input checked="" type="checkbox"/> air-conditioning	<input type="checkbox"/> tv antenna
	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> stove	<input type="checkbox"/> other:	
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

Deposit to be invested : ☒ NO ☐ yes

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness



## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within 14 days of the contract date*):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST: Taxable supply**☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment**  
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days of the contract date*.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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



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

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

Bright &amp; Duggan

PO Box 281, CROWS NEST NSW 1585

Phone: 02 9902 7100

general@bright-duggan.com.au and customercare@bright-duggan.com.au



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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



### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

### **DISPUTES**

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

### **AUCTIONS**

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



**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION



- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that service; and
- 5.2.3 in any other case - *within* a reasonable time.

### 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.



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



<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*.



## Certificate Under Section 66W of the Conveyancing Act 1919

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I certify that:

1. I am a Solicitor / Licensed Conveyancer currently admitted/licensed to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property in the schedule between the vendor and purchaser named in the schedule in order that there is no cooling off period in relation to that contract;
3. I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee; and
4. I have explained to the purchaser, or if the purchaser is a corporation, a person whom I know to be an officer of the corporation or a person involved in the management of its affairs :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Qualification: \_\_\_\_\_

### Schedule

**Property:** 343/9 Crystal Street, Waterloo

**Vendor:** Graeme Arthur McMonigal and Pamela Ann McMonigal

**Purchaser:**



## **Additional Conditions**

### **Annexed to and forming part of the Contract for Sale of Land**

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#### **33. Amendments to Printed Clauses in Contract**

The printed conditions of this contract are to be read and construed as if:

- 33.1. Clause 2.4 add the words "or pay the deposit by other means, including electronic transfer" after depositholder.
- 33.2. Clause 14.4.2 was deleted;
- 33.3. Clause 20.6.5 was amended by deleting the words "by fax"
- 33.4. Clause 23.14 was amended by deleting "7 days" and substituting "2 days".

#### **34. Interpretation & Invalidity**

- 34.1. If there is any conflict between the provisions of these Further Conditions and those conditions contained in the printed conditions of this Contract, these Further Conditions shall prevail.
- 34.2. Headings are inserted for convenience of reference only and must be ignored in the interpretation of this Contract.
- 34.3. These further conditions must be read subject to any rights granted to the purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.

#### **35. Deposit**

- 35.1. No liability is to be borne by any party to this Contract or their solicitor or agent in respect of the lack of interest earned on the deposit whether as a result of it having been or having not been invested in accordance with clause 2.
- 35.2. If the Vendor requires the deposit **to be made available at completion** of this sale for the Vendor to complete a simultaneous purchase of another property or to discharge the vendors liabilities under any mortgage associated with the property, the purchaser agrees to authorise the depositholder to have the deposit available at settlement by transferring it to the trust account of Day Legal to enable the deposit money to be uploaded on the PEXA platform for settlement. The selling agent may transfer the deposit money to the trust account of Day Legal upon request, without further authority from the Purchaser's solicitors.



**36. Notice to Perform**

- 36.1 If a party fails to comply with an obligation in this Contract (other than the obligation to complete this Contract), ('first party'), the other party ('second party') is entitled to serve a notice requiring the first party to perform its obligation and making the time fixed for performance an essential term of this Contract ('Notice to Perform').
- 36.2 A Notice to Perform will give not less than five (5) business days' notice (excluding the date on which that notice is served) and the parties agree that a Notice to Perform of such duration is reasonable and sufficient to render the time for performance an essential term of this Contract.
- 36.3 The party who issues the Notice to Perform shall also be at liberty to withdraw such Notice and issue another Notice to Perform at any time.

**37. Notice to Complete**

- 37.1 If either the Vendor or the Purchaser is entitled to serve a notice to complete on the other both agree that the notice may require completion to take place within any period of not less than 14 days from the date on which the notice is served. Both parties agree that this period is sufficient for the purposes of the notice to complete and service of the notice makes time of the essence of the Contract.
- 37.2 A notice to complete may be revoked at any time before the expiration of the given period without prejudicing a party's right to serve a further notice.
- 37.3 If the Vendor issues a Notice to Complete, the Purchaser shall allow the Vendor on completion the sum of \$390 + gst for additional legal costs incurred as a consequence of issuing such notice.

**38. Late Completion**

- 38.1 In the event that completion is not effected on the completion date for any reason other than default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase price, interest at 6% per annum on the balance of purchase price calculated from the day after the completion date until the date of actual completion.
- 38.2 This special condition is an essential condition. The Purchaser acknowledges that 6% per annum on the balance of the purchase price represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendors as a result of completion not taking place on or before the completion date.

**39. Purchaser's Acknowledgement**

- 39.1 Prior to signing this contract the Purchaser has been given an opportunity to make an inspection of the Property and has inspected the Property or decided not to inspect the Property.
- 39.2 The Purchaser warrants that in entering into this Contract the Purchaser has not relied on any warranty or representation made by the Vendor or anyone representing the Vendor as to:

- (i) the nature, quality and condition of the Property;



- (ii) the suitability for any use or purpose of the Property;
- (iii) the rights attaching to or affecting the Property;
- (iv) any other matter having or which may have effect beneficial or otherwise on the Property or the yield from the Property.

39.3. The Purchaser accepts the Property and all the inclusions therein in its present condition and state of repair and subject to all defects, dilapidation and infestations (if any) whether latent or patent.

39.4. The purchaser is not entitled to make any requisition or claim or rescind or terminate in respect of any of the matters referred to in clauses 39.2 and 39.3 including with limitation:

- (i) any roof or surface water drainage being connected to the sewer; or
- (ii) the existence or non-existence of any easement or right affecting or benefiting the property in respect of any service which passes through another property or any service for another property which passes through the property ("service" has the meaning given in clause 10.1.2).

39.5. The vendor makes no warranty or representation about any of the matters relating to the property description in clauses 39.2, 39.3 and 39.4.

#### **40. Selling Agent**

40.1. The Purchaser warrants to the Vendor that the Purchaser was not introduced to the Property or the Vendor directly or indirectly by any real estate agent, or other person entitled to claim commission as a result of this sale, other than the Vendor's agent specified on the front page of this Contract. The Purchaser agrees to indemnify the Vendor against any costs, expenses, damages or liabilities which are incurred by the Vendor as a result of any claim for commission made by any real estate agent or other person arising out of a breach of this warranty. This further condition shall not merge on completion.

#### **41. Whole Agreement**

41.1. The parties acknowledge that the terms and conditions set out in this contract contain the entire agreement as concluded between the parties as at the date of this contract notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution hereof and the purchaser expressly acknowledges that it has not been induced to enter into this contract by any representation (verbal or otherwise) made by or on behalf of the vendor which is not included in this contract or any schedules or annexures hereto or documents identified in this contract.

#### **42. Requisitions**

42.1. The requisitions attached to this contract are taken to be served by the Purchaser to the Vendor upon the making of this contract.



**43. Adjustments**

- 43.1 The parties agree to adjust all usual outgoings under the Contract on completion, however, if any amount is incorrectly calculated or overlooked, the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

**44. Cost of Rescheduled Settlement**

- 44.1 For each occasion that the settlement is required to be rescheduled on any other day, other than the date for completion, for any reason other than default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase price and any other amounts payable under this Contract, the sum of \$200 plus GST as payment of the increased legal fees, agency fees and re-certification fees (if any) incurred by the Vendor or his mortgagee in relation to the re-scheduling of settlement.

**45. Death, mental illness of Bankruptcy**

- 45.1 If a party (or if two or more persons are acting jointly then if any one of them) dies or becomes mentally ill prior to completion, then either party may rescind this Agreement by notice in writing in which event the provisions of Clause 19 will apply.
- 45.2 If a party is declared bankrupt or being a company resolves to go into liquidation or have a liquidator, receiver or official manager appointed, then that party will be deemed to be in default of this contract.

**46. Exchange by email**

- 46.1 Without limiting the method by which this Contract may be exchanged, each party consents to any duly signed and scanned counterpart copy of this Contract being treated as an original document for the purpose of exchange;

**47. Deposit payable during cooling off period**

- 47.1. If a cooling off period applies to this contract, the purchaser may pay the deposit holder in two instalments as follows:
- (i) On or before the date of this contract 0.25% of the agreed purchase price; and
  - (ii) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.



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

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

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

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

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

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





LAND  
REGISTRY  
SERVICES

# Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 343/SP68677

SEARCH DATE	TIME	EDITION NO	DATE
10/2/2021	1:40 PM	6	8/1/2018

LAND

LOT 343 IN STRATA PLAN 68677  
AT WATERLOO  
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

GRAEME ARTHUR MCMONIGAL  
PAMELA ANN MCMONIGAL  
AS JOINT TENANTS (T AI429853)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP67161
- 2 AN28039 MORTGAGE TO RESIDENTIAL MORTGAGE GROUP PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

210057

PRINTED ON 10/2/2021

\* 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. InfoTrack 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 1990.





FOLIO: CP/SP67161

SEARCH DATE	TIME	EDITION NO	DATE
10/2/2021	1:43 PM	16	26/7/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 67161  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WATERLOO  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP67161

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 67161  
ADDRESS FOR SERVICE OF DOCUMENTS:  
782-822 BOURKE STREET  
WATERLOO 2017

SECOND SCHEDULE (21 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973  
INCORPORATES DEVELOPMENT LOTS 88 & 89  
THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
- 4 DP1000368 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1000368 POSITIVE COVENANT
- 6 DP1004914 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 6 IN THE S.88B INSTRUMENT
- 7 DP1004914 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 7 IN THE S.88B INSTRUMENT
- 8 DP1004914 EASEMENT FOR SUPPORT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1017691 RIGHT OF CARRIAGEWAY 11 METRE(S) WIDE (LIMITED IN HEIGHT & DEPTH) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1035823 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1035823 EASEMENT FOR ENCROACHING STRUCTURES 0.3 WIDE LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1035823 EASEMENT FOR ENCROACHING STRUCTURES VARIABLE WIDTH (II) LIMITED IN STRATUM REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE

END OF PAGE 1 - CONTINUED OVER

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FOLIO: CP/SP67161

PAGE 2

## SECOND SCHEDULE (21 NOTIFICATIONS) (CONTINUED)

DESCRIBED

13 DP1035823 EASEMENT FOR ENCROACHING STRUCTURES 4 WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED

14 DP1035823 EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM  
APPURTENANT TO THE LAND ABOVE DESCRIBED

15 DP1035823 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO  
THE LAND ABOVE DESCRIBED

16 DP1035823 EASEMENT FOR ENCROACHING STRUCTURES VARIABLE WIDTH  
(MM) LIMITED IN STRATUM REFERRED TO AND NUMBERED (7)  
IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE  
DESCRIBED

17 SP67161 POSITIVE COVENANT

18 SP67161 RIGHT OF USE AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM

19 SP67396 RIGHT OF FOOTWAY 5 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN SP67396

20 AM753824 INITIAL PERIOD EXPIRED

21 AN531788 CONSOLIDATION OF REGISTERED BY-LAWS

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000)

## STRATA PLAN 67161

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 52		2 - 45		3 - 56		4 - 64	
5 - 64		6 - 64		7 - 64		8 - 64	
9 - 52		10 - 48		11 - 52		12 - 53	
13 - 58		14 - 51		15 - 52		16 - 56	
17 - 61		18 - 51		19 - 54		20 - 56	
21 - 61		22 - 63		23 - 56		24 - 56	
25 - 62		26 - 66		27 - 67		28 - 67	
29 - 66		30 - 66		31 - 61		32 - 74	
33 - 61		34 - 62		35 - 62		36 - 64	
37 - 64		38 - 60		39 - 60		40 - 58	
41 - 64		42 - 70		43 - 71		44 - 71	
45 - 71		46 - 69		47 - 63		48 - 64	
49 - 65		50 - 53		51 - 38		52 - 45	
53 - 45		54 - 52		55 - 39		56 - 50	
57 - 50		58 - 52		59 - 39		60 - 50	
61 - 50		62 - 53		63 - 36		64 - 54	
65 - 54		66 - 54		67 - 39		68 - 60	
69 - 60		70 - 56		71 - 40		72 - 60	
73 - 60		74 - 56		75 - 45		76 - 59	
77 - 59		78 - 71		79 - 75		80 - 91	
81 - 91		82 - 71		83 - 52		84 - 50	
85 - 56		86 - 43		87 - 53		88 - SP67396	
89 - SP67616							

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP67161

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000) (CONTINUED)

STRATA PLAN 67161

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
90 - 49		91 - 40		92 - 51		93 - 51	
94 - 51		95 - 48		96 - 56		97 - 64	
98 - 65		99 - 49		100 - 40		101 - 51	
102 - 53		103 - 52		104 - 50		105 - 54	
106 - 65		107 - 65		108 - 49		109 - 40	
110 - 51		111 - 53		112 - 52		113 - 51	
114 - 55		115 - 65		116 - 65		117 - 50	
118 - 42		119 - 53		120 - 55		121 - 55	
122 - 53		123 - 58		124 - 66		125 - 66	
126 - 50		127 - 42		128 - 55		129 - 56	
130 - 57		131 - 56		132 - 59		133 - 66	
134 - 66		135 - 50		136 - 40		137 - 55	
138 - 57		139 - 57		140 - 56		141 - 59	
142 - 70		143 - 70		144 - 51		145 - 43	
146 - 71		147 - 67		148 - 76		149 - 78	
150 - 86		151 - 39		152 - 49		153 - 51	
154 - 49		155 - 49		156 - 56		157 - 72	
158 - 72		159 - 14		160 - 128		161 - 87	
162 - 83		163 - 96					

STRATA PLAN 67616

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
164 - 46		165 - 39		166 - 51		167 - 50	
168 - 49		169 - 38		170 - 57		171 - 60	
172 - 46		173 - 35		174 - 50		175 - 41	
176 - 39		177 - 52		178 - 49		179 - 50	
180 - 38		181 - 52		182 - 58		183 - 62	
184 - 48		185 - 36		186 - 51		187 - 41	
188 - 40		189 - 54		190 - 53		191 - 51	
192 - 39		193 - 53		194 - 59		195 - 61	
196 - 53		197 - 38		198 - 49		199 - 42	
200 - 41		201 - 54		202 - 52		203 - 57	
204 - 45		205 - 54		206 - 62		207 - 65	
208 - 49		209 - 36		210 - 51		211 - 43	
212 - 46		213 - 57		214 - 55		215 - 58	
216 - 42		217 - 55		218 - 62		219 - 64	
220 - 53		221 - 39		222 - 52		223 - 49	
224 - 42		225 - 61		226 - 54		227 - 55	
228 - 47		229 - 55		230 - 62		231 - 64	
232 - 50		233 - 37		234 - 54		235 - 50	
236 - 42		237 - 59		238 - 55		239 - 58	
240 - 43		241 - 57		242 - 77		243 - 80	

END OF PAGE 3 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP67161

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000) (CONTINUED)

STRATA PLAN 67616

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
244	- 70	245	- 39	246	- 54	247	- 50
248	- 43	249	- 78	250	- 77	251	- 78
252	- 48	253	- 73	254	- 81	255	- 87
256	- 61	257	- 63	258	- 51	259	- 41
260	- 49	261	- SP68677				

STRATA PLAN 68677

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
262	- 52	263	- 85	264	- 86	265	- 42
266	- 53	267	- 51	268	- 48	269	- 55
270	- 41	271	- 68	272	- 57	273	- 61
274	- 75	275	- 60	276	- 64	277	- 66
278	- 60	279	- 68	280	- 61	281	- 66
282	- 73	283	- 42	284	- 61	285	- 54
286	- 42	287	- 54	288	- 79	289	- 55
290	- 41	291	- 48	292	- 56	293	- 41
294	- 68	295	- 58	296	- 58	297	- 72
298	- 60	299	- 62	300	- 64	301	- 59
302	- 61	303	- 71	304	- 62	305	- 63
306	- 69	307	- 49	308	- 60	309	- 57
310	- 61	311	- 58	312	- 41	313	- 49
314	- 59	315	- 51	316	- 69	317	- 60
318	- 60	319	- 74	320	- 63	321	- 64
322	- 67	323	- 63	324	- 63	325	- 73
326	- 64	327	- 65	328	- 71	329	- 51
330	- 71	331	- 52	332	- 71	333	- 81
334	- 63	335	- 77	336	- 101	337	- 66
338	- 68	339	- 76	340	- 91	341	- 83
342	- 111	343	- 60	344	- 54	345	- 61
346	- 52	347	- 42	348	- 52	349	- 60
350	- 53	351	- 41	352	- 1		

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

210057

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\* 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. InfoTrack 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.



FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA CERTIFICATE

SUBDIVISIONS CERTIFICATE

1. WAYNE ALLEN DYER-TUCK

2. JOHN B WHITE P/L HURSTVILLE

ACK 001 149 373

3. L G A SOUTH SYDNEY

4. PERTH : ALEXANDRIA

5. COUNTRY : CUMBERLAND

6. LENGTHS ARE IN METRES

7. REGISTERED : 4-1-2002

8. PURPOSE : STRATA A PLAN

9. WATERLOO SH 12

10. REL. MAP : 48037-14

11. LAST PLAN : DP202708

12. THE OWNERS

13. STRATA PLAN NO 67161

14. 782-822 BOURKE STREET,

15. WATERLOO, 2017

16. SEE SHEET 2 FOR LOCATION PLAN

17. PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919 & SEC 7(3) OF THE STRATA SCHEMES (FREEDHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:-

18. 1. POSITIVE COVENANT

19. 2. RIGHT OF USE

20. SIGNATURES, SEALS AND STATEMENTS OF INTENTION TO CREATE COVENANTS, RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS.

21. SEE SHEET 3 FOR UNIT ENTITLEMENT

22. SCHEDULE OF UNIT ENTITLEMENT

23. SEE SHEET 3 FOR UNIT ENTITLEMENT

24. SEE SHEET 3 FOR UNIT ENTITLEMENT

25. SEE SHEET 3 FOR UNIT ENTITLEMENT

26. SEE SHEET 3 FOR UNIT ENTITLEMENT

27. SEE SHEET 3 FOR UNIT ENTITLEMENT

28. SEE SHEET 3 FOR UNIT ENTITLEMENT

29. SEE SHEET 3 FOR UNIT ENTITLEMENT

30. SEE SHEET 3 FOR UNIT ENTITLEMENT

31. SEE SHEET 3 FOR UNIT ENTITLEMENT

32. SEE SHEET 3 FOR UNIT ENTITLEMENT

33. SEE SHEET 3 FOR UNIT ENTITLEMENT

34. SEE SHEET 3 FOR UNIT ENTITLEMENT

35. SEE SHEET 3 FOR UNIT ENTITLEMENT

36. SEE SHEET 3 FOR UNIT ENTITLEMENT

37. SEE SHEET 3 FOR UNIT ENTITLEMENT

38. SEE SHEET 3 FOR UNIT ENTITLEMENT

39. SEE SHEET 3 FOR UNIT ENTITLEMENT

40. SEE SHEET 3 FOR UNIT ENTITLEMENT

41. SEE SHEET 3 FOR UNIT ENTITLEMENT

42. SEE SHEET 3 FOR UNIT ENTITLEMENT

SP67161

SECRETARY



DIRECTOR

THIS PLAN INCLUDES A STRATA DEVELOPMENT CONTRACT CONTAINING SHEETS 1 - 9



STRATA PLAN FORM 2

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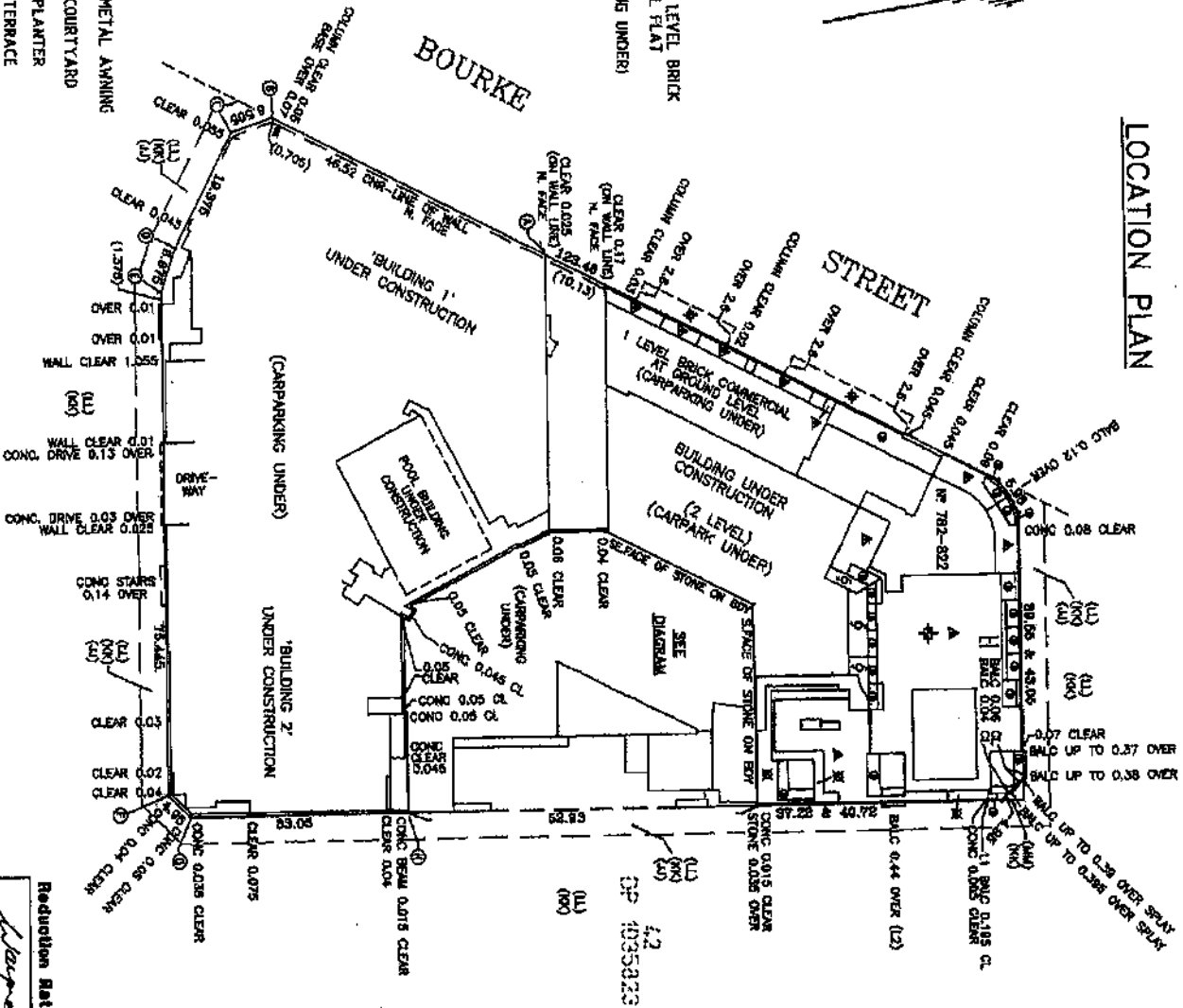
Sheet No. 2 of 20 Sheets

LOCATION PLAN

SP67161

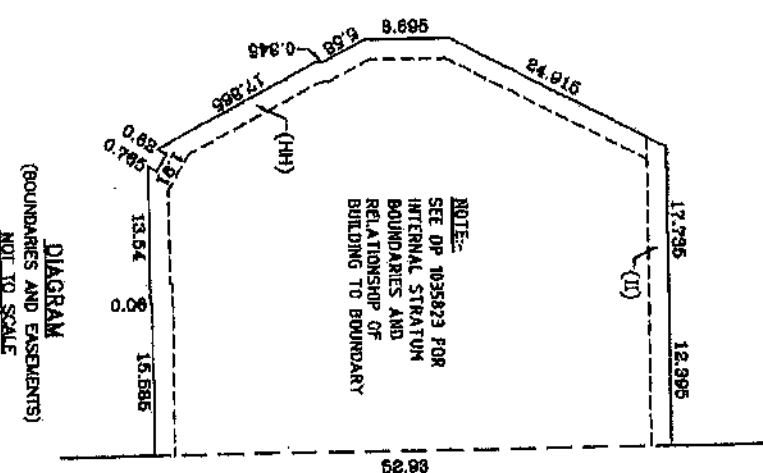
- ⊕ DENOTES METAL ANCHOR
- ⊙ DENOTES COURTYARD
- ⊗ DENOTES PLANTER
- △ DENOTES TERRACE
- DENOTES BALCONY

⊕ DENOTES 3 LEVEL BRICK  
 RESIDENTIAL FLAT  
 BUILDING  
 (CARPARKING UNDER)



- (HH) EASEMENT FOR ENCROACHING STRUCTURES 4-3 WIDE (HH) LIMITED IN DEPTH
- (DD) EASEMENT FOR ENCROACHING STRUCTURES VARIABLE WIDTH (DD) LIMITED IN DEPTH
- (JJ) EASEMENT FOR ENCROACHING STRUCTURES 4 WIDE (JJ)
- (KK) EASEMENT FOR ACCESS VARIABLE WIDTH (KK) LIMITED IN DEPTH
- (LL) EASEMENT FOR SERVICES VARIABLE WIDTH (LL)
- (MM) EASEMENT FOR ENCROACHING STRUCTURES VARIABLE WIDTH (MM) LIMITED IN DEPTH

WIDE DP 1035823



Reduction Ratio 1:700

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
 Surveyor's Reference: 12313/1  
 Signature: [Handwritten Signature]  
 Stamp: [Professional Seal]

OFFICE USE ONLY



STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 20 Sheets

SCHEDULE OF UNIT ENTITLEMENT

SP67161

LOT No	U.E.
1	52
2	45
3	56
4	64
5	64
6	64
7	64
8	64
9	52
10	48
11	52
12	53
13	58
14	51
15	52
16	56
17	61
18	51
19	54
20	56
21	61
22	63
23	56
24	56
25	62

LOT No	U.E.
26	66
27	67
28	67
29	66
30	66
31	61
32	74
33	61
34	62
35	62
36	64
37	64
38	60
39	60
40	58
41	64
42	70
43	71
44	71
45	71
46	69
47	63
48	64
49	65
50	53

LOT No	U.E.
51	38
52	45
53	45
54	52
55	39
56	50
57	50
58	52
59	39
60	50
61	50
62	53
63	36
64	54
65	54
66	54
67	39
68	60
69	60
70	56
71	40
72	60
73	60
74	56
75	45

LOT No	U.E.
76	59
77	59
78	71
79	75
80	91
81	91
82	71
83	52
84	50
85	56
86	43
87	53
88	4,271
89	10,687

AGG 20,000

Reduction Ratio 1:

Lengths are to nearest



*Surveyor Registered under Surveyors Act 1920*  
 SURVEYOR'S REFERENCE: 122313/1

*Contract Manager/Authorized Person/Notarized Certificate*



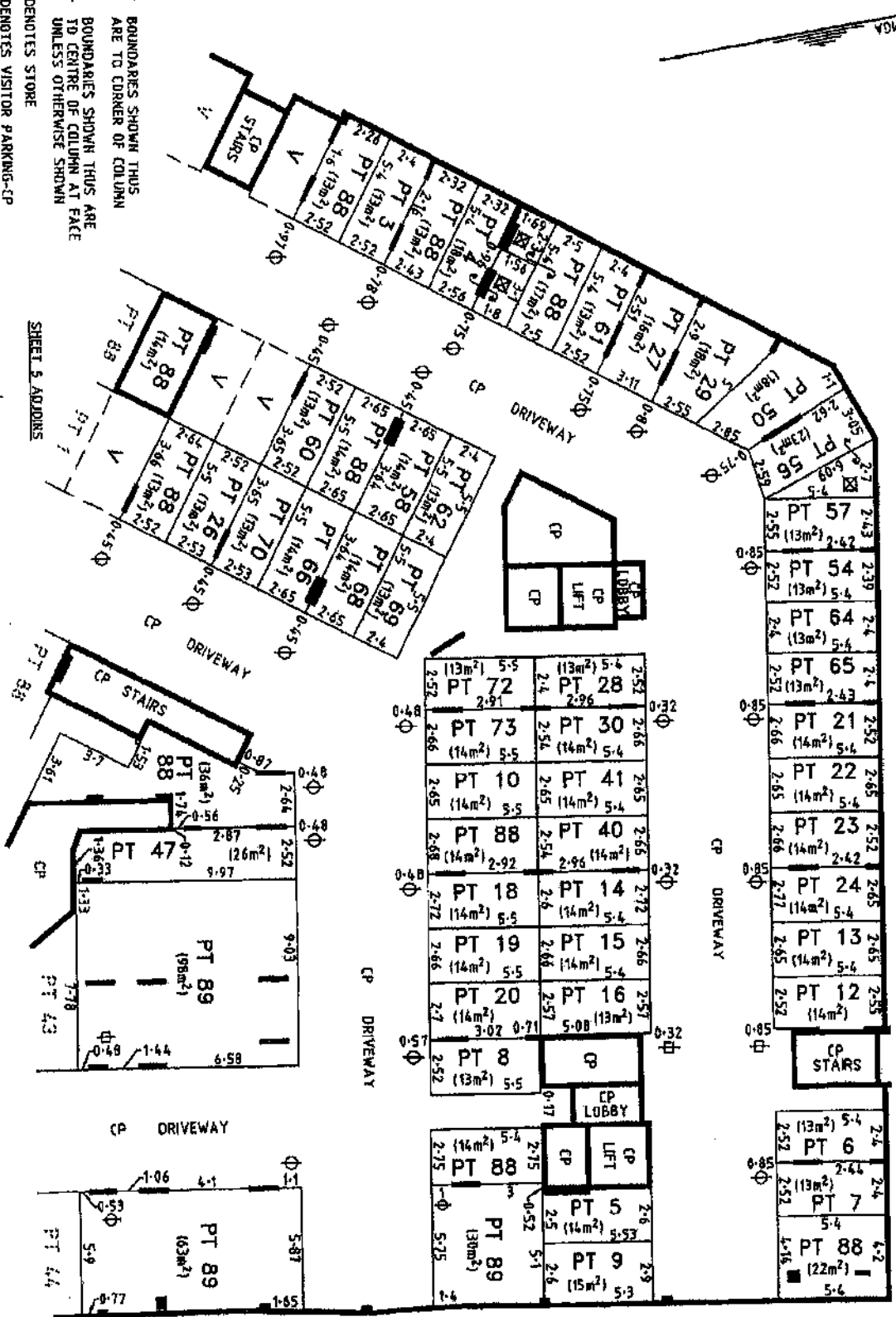
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 20 Sheets

CARPARKING LEVEL 1

SP67161



BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN  
 BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN  
 V DENOTES VISITOR PARKING-CP  
 CP DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 5 ADDENDUM

φ DENOTES 90°  
 φ DENOTES PROLONGATION OF CENTRE OF COLUMN  
 φ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
 SURVEYORS REFERENCE: 122313/1

OFFICE USE ONLY



CARPARKING LEVEL 1

BOUNDARIES SHOWN THUS  
ARE TO CORNER OF COLUMN

SP67161

PT 88 IS A DEVELOPMENT LOT  
PT 89 IS A DEVELOPMENT LOT

**SHEET 4 ADJOINS**

[illegible]

**SHEET 6. ADJOINING**

**Reduction Ratio 1:200**

**Lengths are in meters**



Φ DENOTES PROLONGATION OF CENTRE OF COLUMN  
Φ DENOTES PROLONGATION OF FACE OF COLUMN

*George Davis-Turner*  
Surveyor Registered under Survey  
SURREYOR'S REFERENCE: 122313/1

✓ Wanda Nelson  
Caretaker/Manager/Authorised Person/Authenticated-Certified

**SURVEYOR'S REFERENCE: 122313/1**

**\*OFFICE USE ONLY**



STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 20 Sheets

CARPARKING LEVEL 1

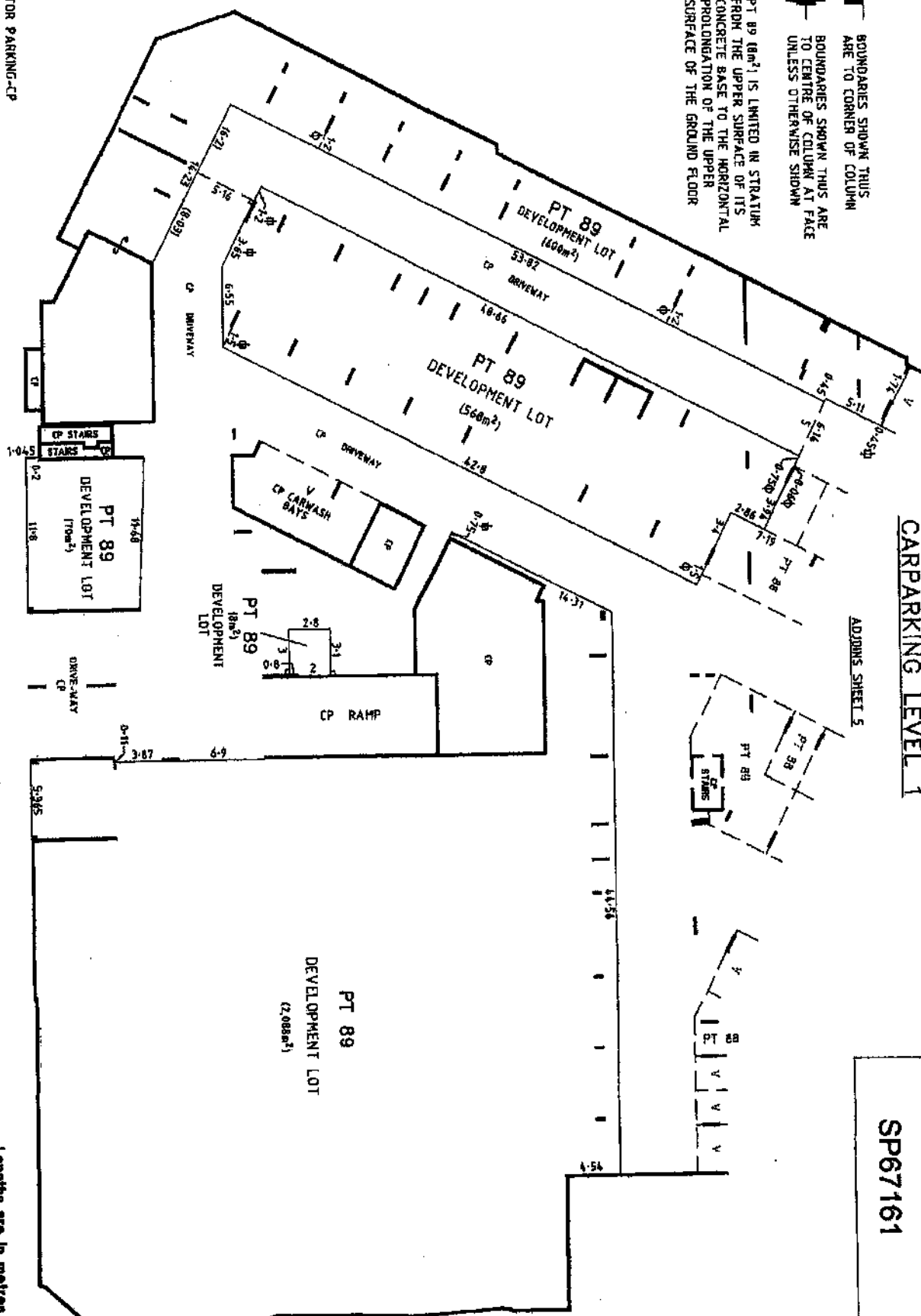
SP67161

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN  
 BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN  
 PT 89 (8m<sup>2</sup>) IS LIMITED IN STRATUM FROM THE UPPER SURFACE OF ITS CONCRETE BASE TO THE HORIZONTAL PROLONGATION OF THE UPPER SURFACE OF THE GROUND FLOOR

⊥ DENOTES 90°  
 V DENOTES VISITOR PARKING-CP  
 CP DENOTES COMMON PROPERTY

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

⊙ DENOTES PROLONGATION OF CENTRE OF COLUMN  
 ⊕ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL



Reduction Ratio 1:300

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
 Surveyor's Reference: 122313/1  
 [Signature: Alan ...]  
 [Signature: Amanda ...]

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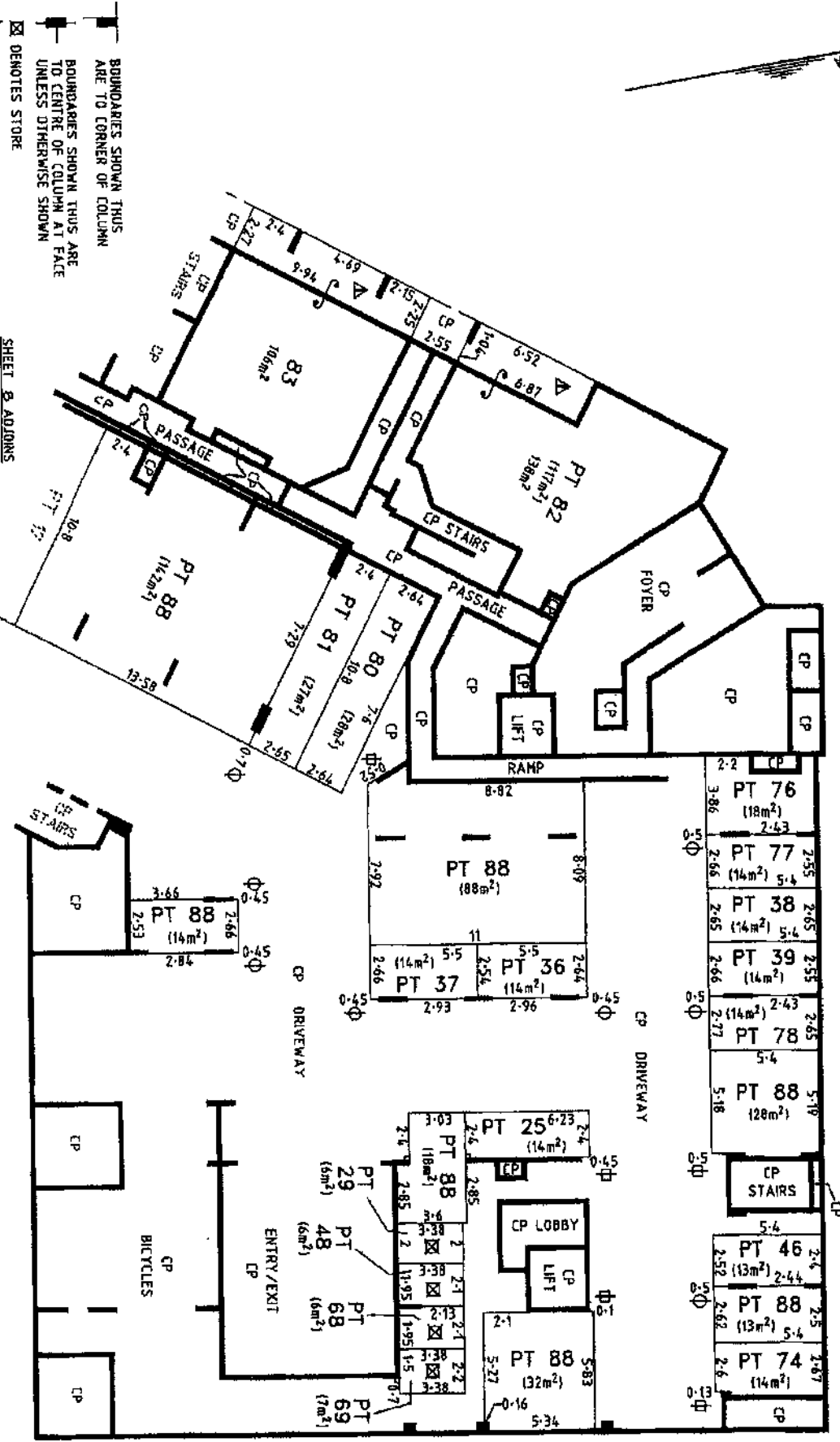
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 20 Sheds

GROUND LEVEL

SP67161



- BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN
- BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN
- ☒ DENOTES STORE
- ⊥ DENOTES 90°
- △ DENOTES TERRACE (COVERED)
- CP DENOTES COMMON PROPERTY

SHEET 8 ADJONS

- PT 88 IS A DEVELOPMENT LOT
- ⊕ DENOTES PROLONGATION OF CENTRE OF COLUMN
- ⊕ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1928  
 General Manager/Authorized Person/Deemed-to-Be  
 SURVEYORS REFERENCE: 112313/1

\*OFFICE USE ONLY



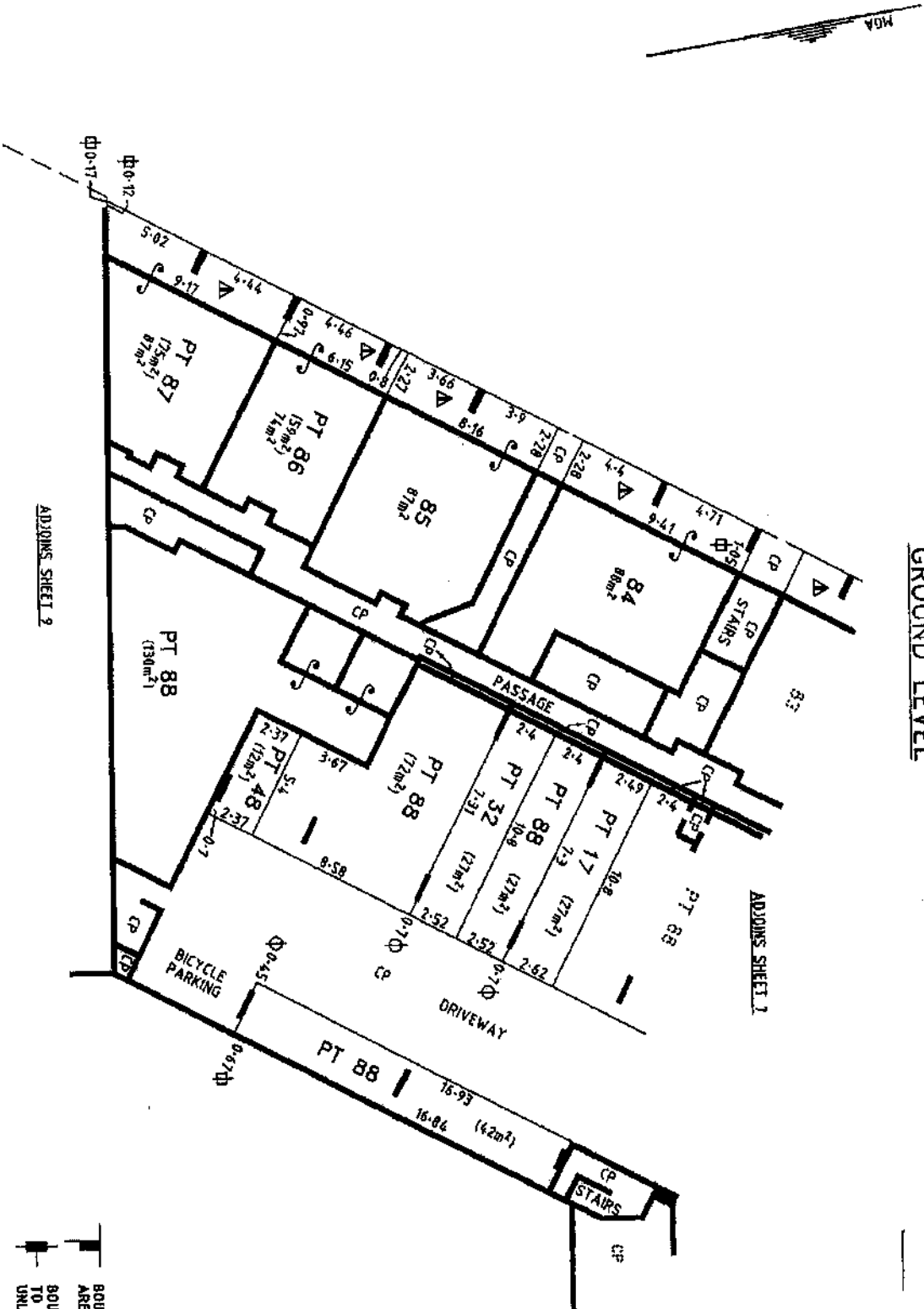
STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 20 Sheets

GROUND LEVEL

SP67161



▲ DEMOTES TERRACE (COVERED)  
 CP DEMOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973  
 AND ARE APPROXIMATE ONLY.

PT 88 IS A DEVELOPMENT LOT  
 φ DEMOTES PROLONGATION OF CENTRE OF COLUMN  
 φ DEMOTES PROLONGATION OF FACE OF COLUMN OR WALL

ADJOINS SHEET 2

ADJOINS SHEET 1

BOUNDARIES SHOWN THUS:  
 ARE TO CORNER OF COLUMN  
 BOUNDARIES SHOWN THUS ARE  
 TO CENTRE OF COLUMN AT FACE  
 UNLESS OTHERWISE SHOWN

Lengths are in metres



Reduction Ratio 1:200

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Deepest-Cardholder

SURVEYOR'S REFERENCE: 122313/1

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**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

**Sheet No. 9 of 20 Sheets**

**ADJOINS SHEET 8.**

GROUND LEVEL

**SP67161**

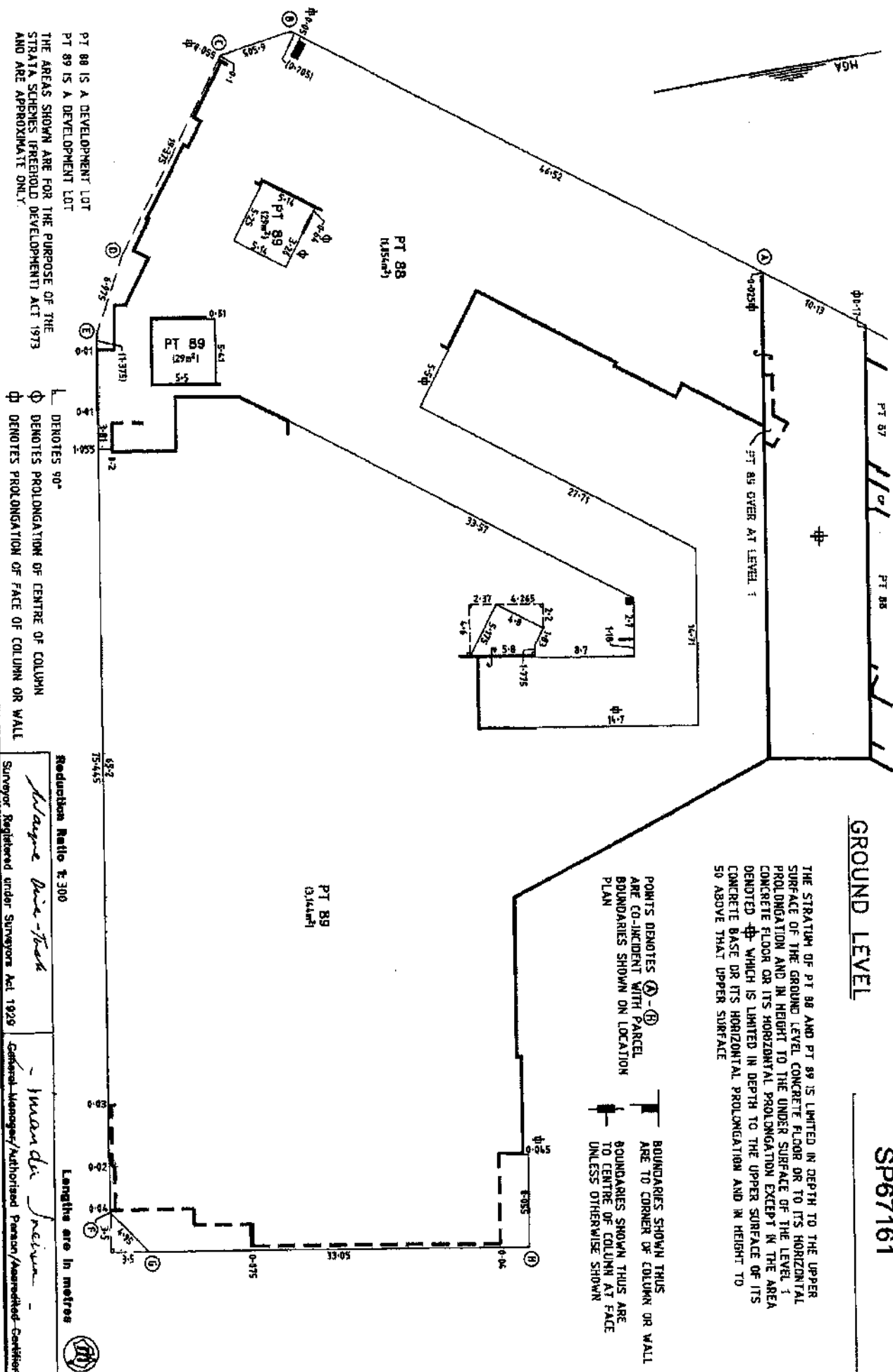
THE STRATUM OF PT 98 AND PT 99 IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE GROUND LEVEL CONCRETE FLOOR OR TO ITS HORIZONTAL PROLONGATION AND IN HEIGHT TO THE UNDER SURFACE OF THE LEVEL 1 CONCRETE FLOOR OR ITS HORIZONTAL PROLONGATION EXCEPT IN THE AREA DENOTED BY WHICH IS LIMITED IN DEPTH TO THE UPPER SURFACE OF ITS CONCRETE BASE OR ITS HORIZONTAL PROLONGATION AND IN HEIGHT TO 50 ABOVE THAT UPPER SURFACE

POINTS DENOTES (A) - (H)  
ARE CO-INCIDENT WITH PARCEL  
BOUNDARIES SHOWN ON LOCATION  
PLAN

BOUNDARIES SHOWN THIS  
ARE TO CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THIS ARE  
TO CENTRE OF COLUMN AT FACE  
UNLESS OTHERWISE SHOWN

**\*OFFICE USE ONLY**



### Reduction Ratio T-303

**Lengths are in inches**

*Malaya Pine-Tree* - *Maandja* - *Maandja* -  
 Surveyor Registered under Surveyors Act 1929  
 General Manager/Authorised Person/Approved Contractor

**SURVEYOR'S REFERENCE: 122313/1**



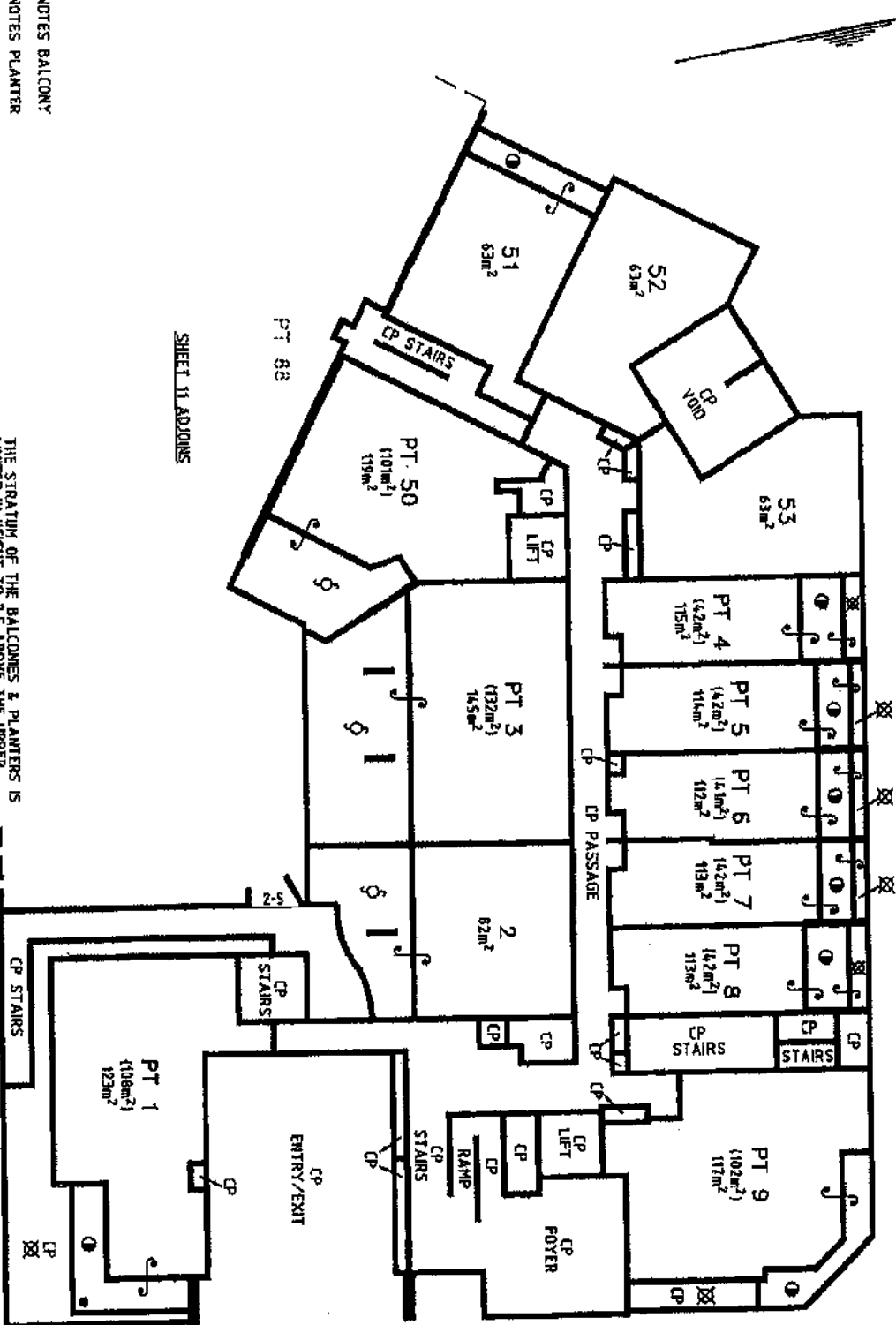
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 20 Sheets

LEVEL 1

SP67161



SHEET 11 ADJOINS

- DENOTES BALCONY
  - ⊗ DENOTES PLANTER
  - ⊙ DENOTES COURTYARD
  - CP DENOTES COMMON PROPERTY
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE BALCONIES & PLANTERS IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1926  
 SURVEYORS REFERENCE: W2313/1

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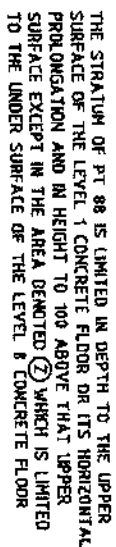


**WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION**

Sheet No. 17 of 20 Sheets

SP67161

LEVEL 1



**Φ DENOTES PROLONGATION OF FACE OF WALL**

Reduction Ratio 1:250

**Lengths are in metres**



*Adelphi One-Track*  
Surveyor Registered under Surveyors Act 1928  
SURVEYORS REFERENCE: 122313/1

When Done 2. the name -  
General Manager/Authorized Person/Accredited Confir-

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**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

Sheet No. 12 of 20 Sheets

LEVEL 1

SP67161

THE STRATUM OF PT 88 AND PT 89 IS LIMITED IN DEPTH TO THE UNDER SURFACE OF THE LEVEL 1 CONCRETE FLOOR OR ITS HORIZONTAL PROLONGATION AND IN HEIGHT TO 100 ABOVE THAT SURFACE

POINTS DENOTES (A)-(H)

ARE CO-INCIDENT WITH PARCEL

BOUNDARIES SHOWN ON LOCATION

PLAN

POINTS DENOTES (A)-(H)  
ARE CO-INCIDENT WITH PARCEL  
BOUNDARIES SHOWN ON LOCATION  
PLAN

PT 38 YORK

PT 88  
DEVELOPMENT LOT  
(4.66ac<sup>2</sup>)

PT 89  
DEVELOPMENT LOT  
(4,184sq<sup>2</sup>)  
11,021sq<sup>2</sup>

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

**⌈** DENOTES PROLONGATION OF FACE OF WALL

Reduction Ratio E-300

**Lengths are in metres**



<p><i>Chicago River Truck</i></p> <p>Surveyor Registered under Surveyors Act 1920</p> <p>SURVEYORS REFERENCE: 122319/1</p>	<p><i>W. M. J. J. J. J. J.</i></p> <p>General Manager/Authorized Person/Authorized Engineer</p>
--	---

**\*OFFICE USE ONLY**



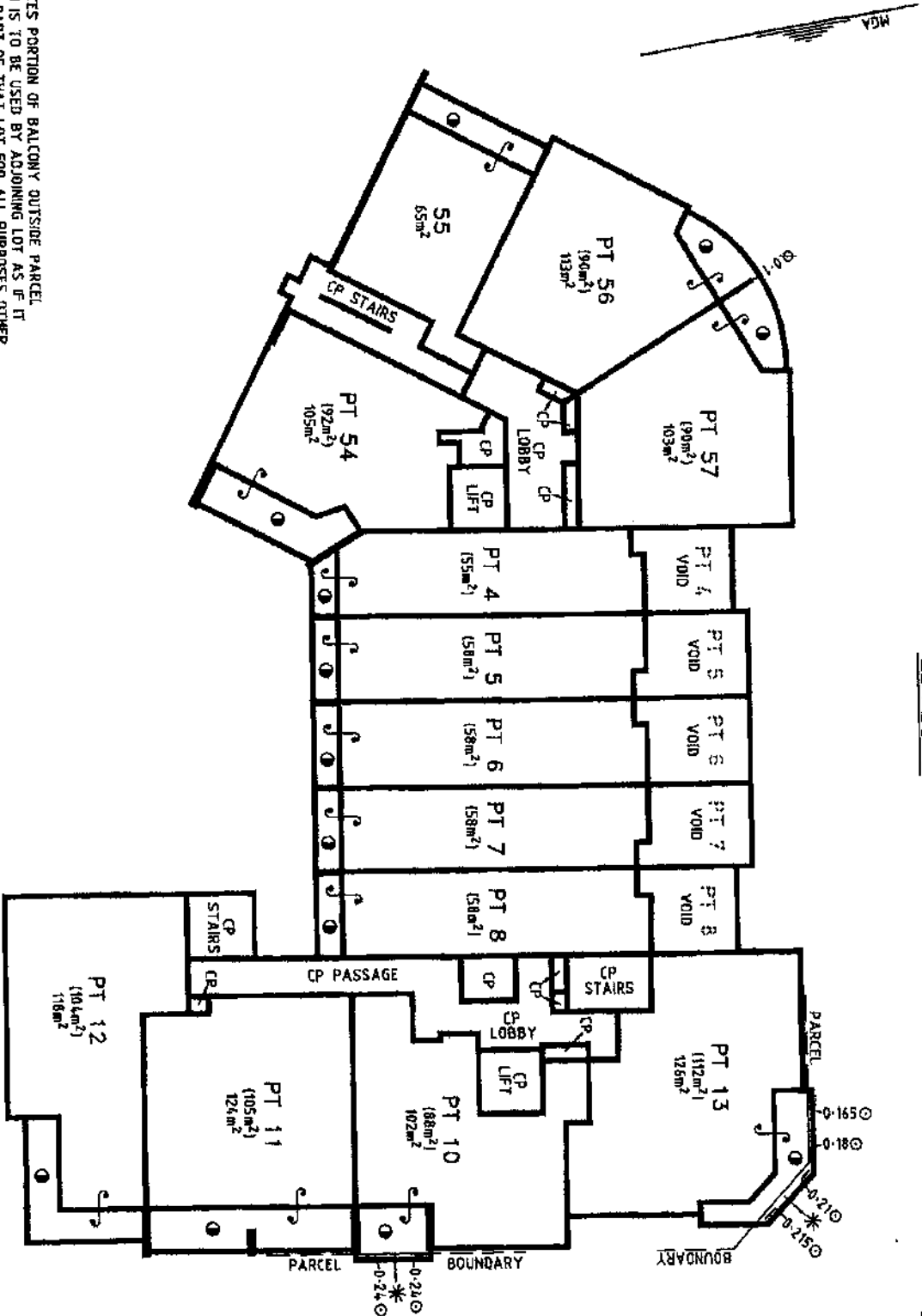
STRATA PLAN FORM 2

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Sheet No. 13 of 20 Sheets

LEVEL 2

SP67161



\* DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOT AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

- ⊙ DENOTES DIMENSION SQUARE TO INSIDE FACE OF BALCONY HOBB
- ⊙ DENOTES BALCONY (COVERED)
- ⊙ DENOTES COMMON PROPERTY
- ⊙ DENOTES PROLONGATION OF CENTRE OF WALL

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1978  
SURVEYORS REFERENCE: 122313/1



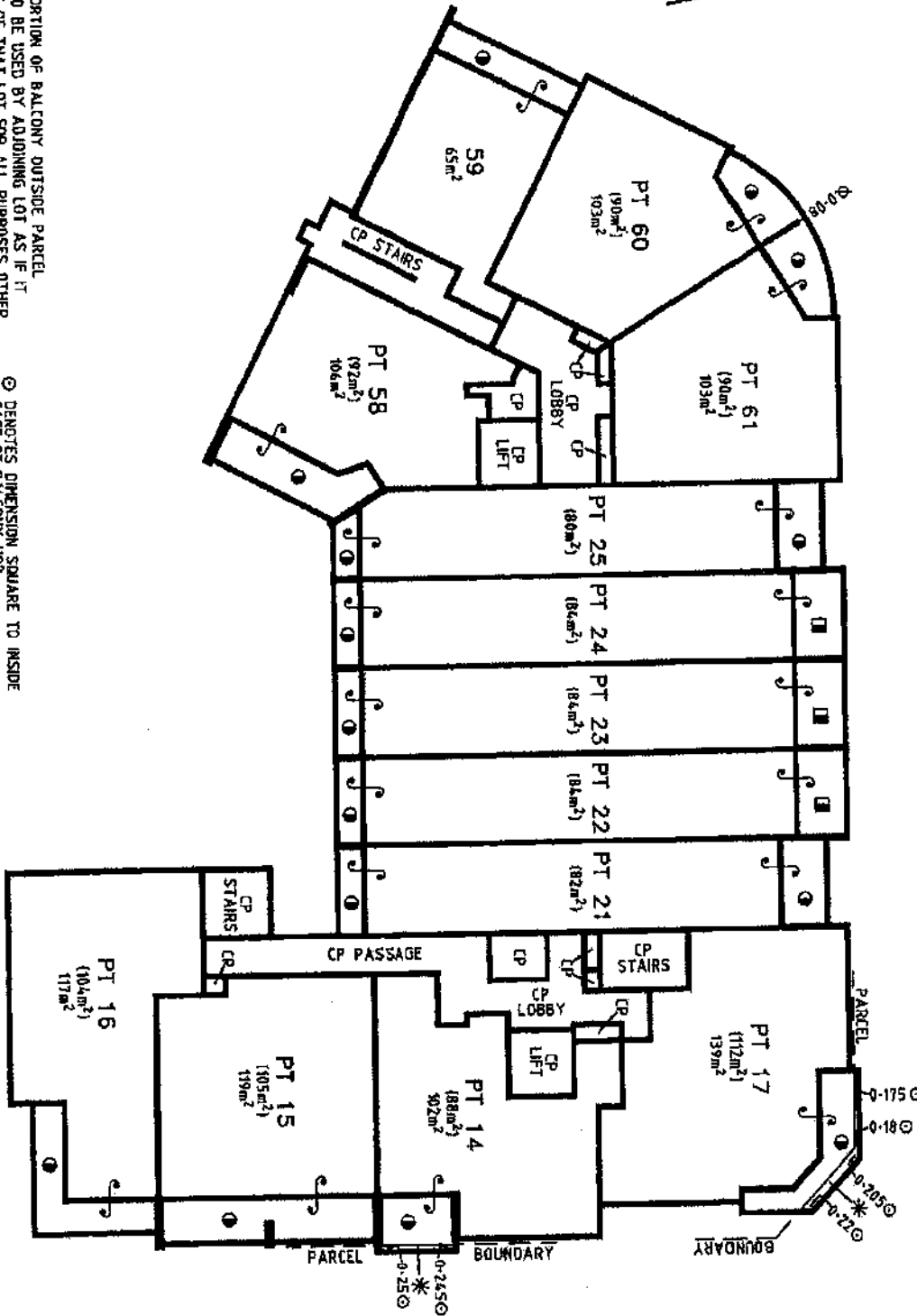
STRATA PLAN FORM 2

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Sheet No. 14 of 20 Sheets

LEVEL 3

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Lengths are in metres



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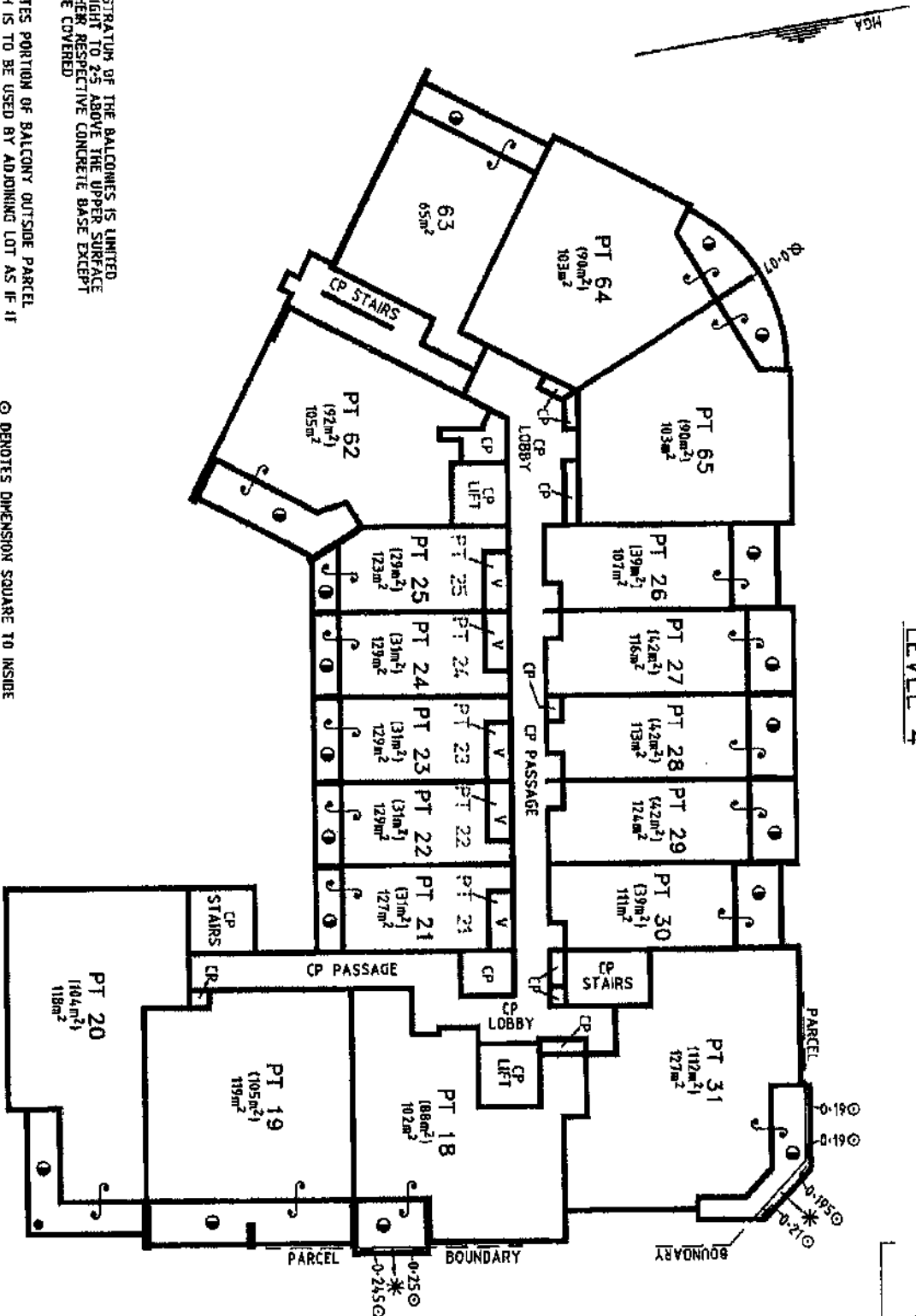
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Sheet No. 15 of 20 Sheets

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LEVEL 4



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

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- DENOTES DIMENSION SQUARE TO INSIDE FACE OF BALCONY HOOD
- ▽ DENOTES VOID (STAIRS)
- ◇ DENOTES PROLONGATION OF CENTRE OF WALL
- DENOTES BALCONY
- ⊙ DENOTES COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1920  
 SURVEYORS REFERENCE: 122313/1

*Shayne Dave Mack*

*Shirleyda*

*Notary*

Consent Manager/Authorised Person/Notarised Certificate

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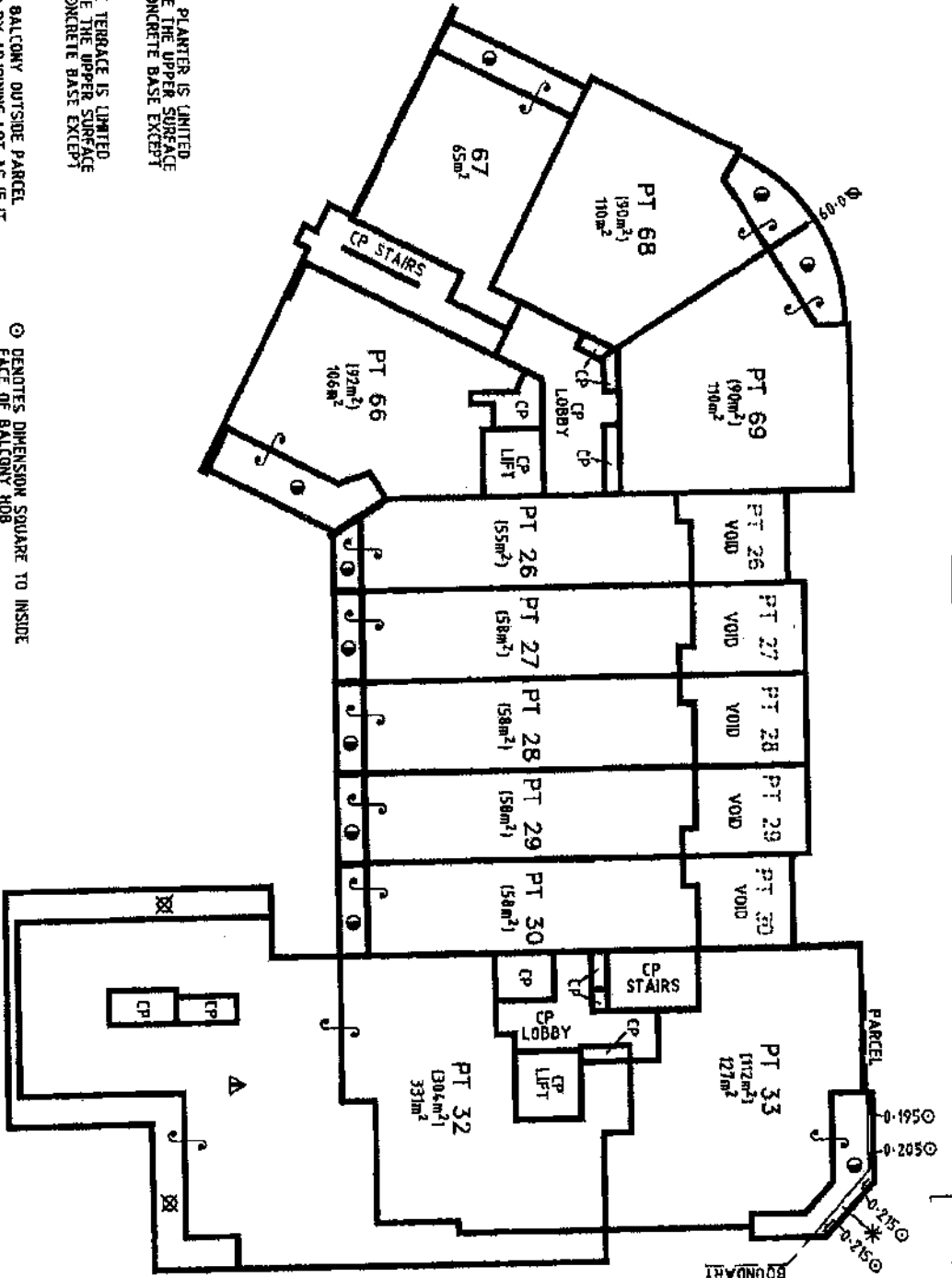
STRATA PLAN FORM 2

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THE STRATUM OF THE PLANTER IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

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- DENOTES PROLONGATION OF CENTRE OF WALL
- ⊗ DENOTES PLANTER
- △ DENOTES TERRACE
- DENOTES BALCONY (COVERED)
- CP DENOTES COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



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 SURVEYORS REFERENCE: 122313/1

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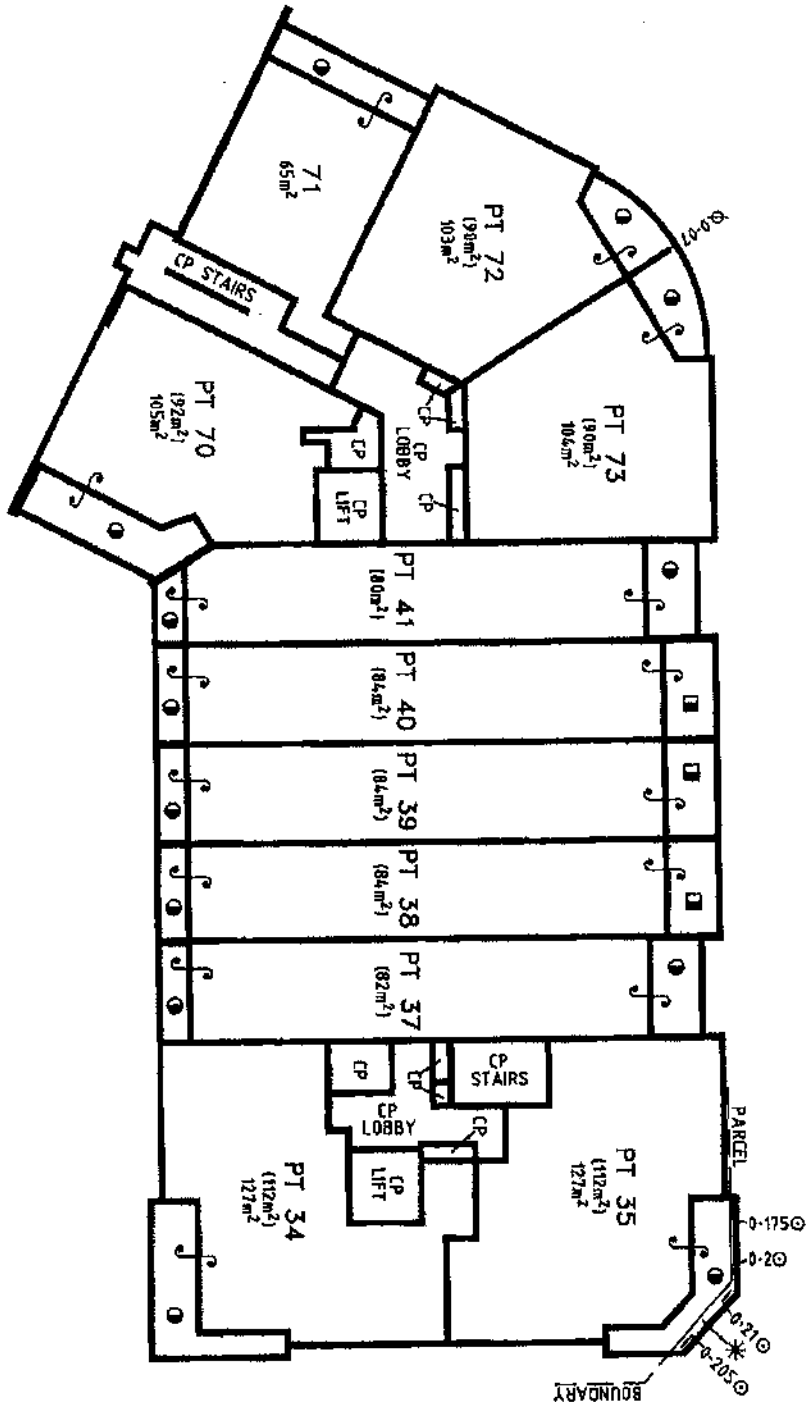
STRATA PLAN FORM 2

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- DENOTES COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



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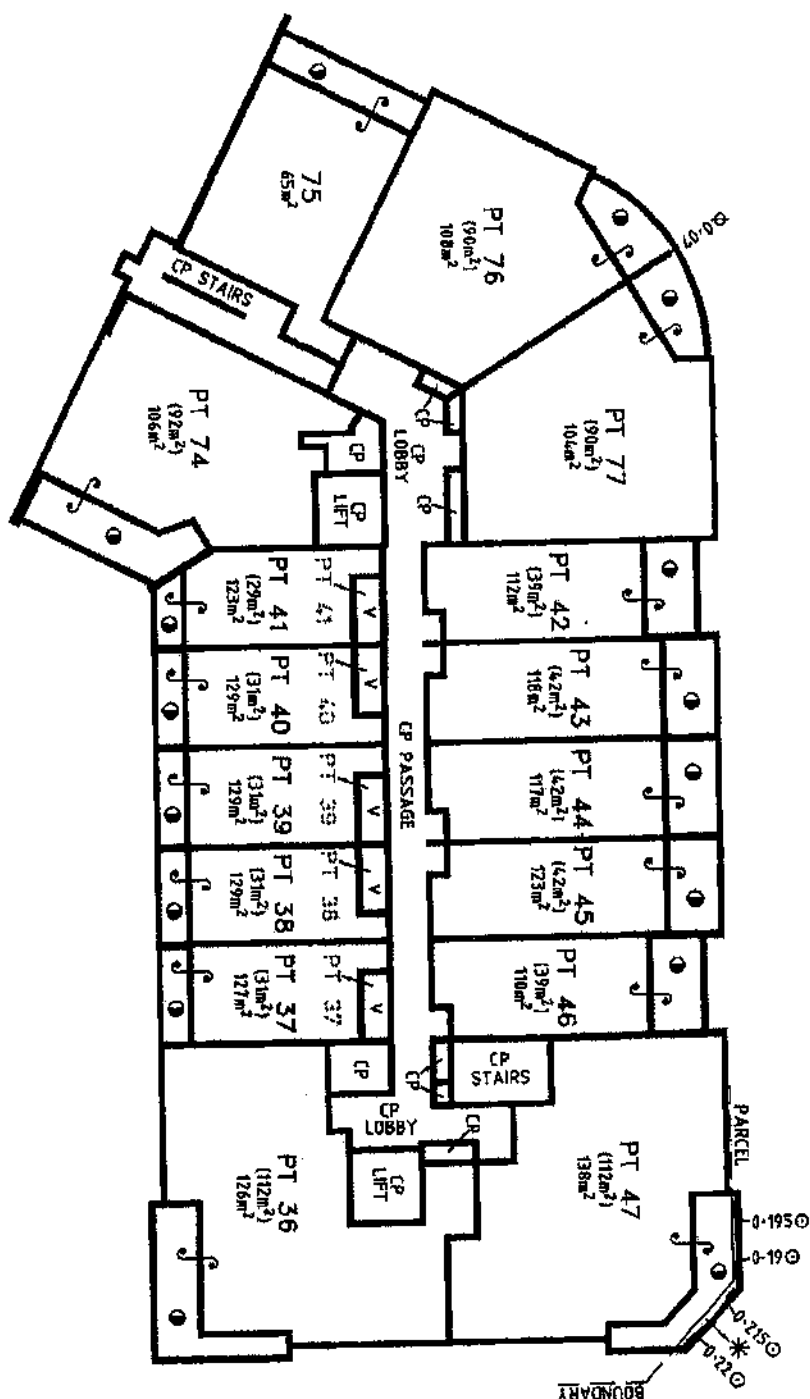
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- ⊙ DENOTES BALCONY (COVERED)
- CP DENOTES COMMON PROPERTY

Reduction Ratio  $\approx 200$ 

**Languages are in motion**



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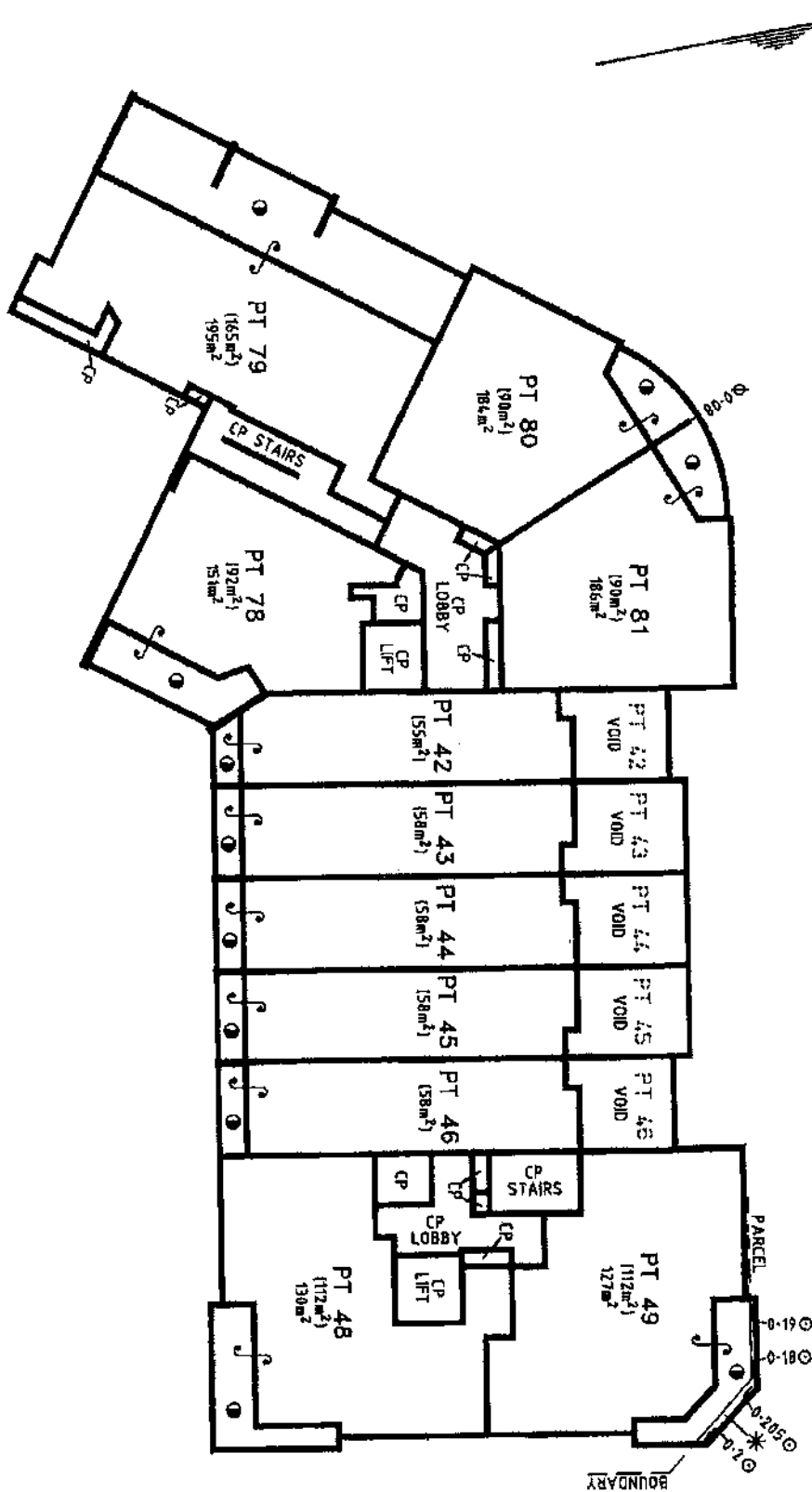
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○ DEMOTES PROLONGATION OF CENTRE OF WALL

○ DEMOTES BALCONY

○ DEMOTES COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



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 General Manager/Authorised Person/Registered-Confidant



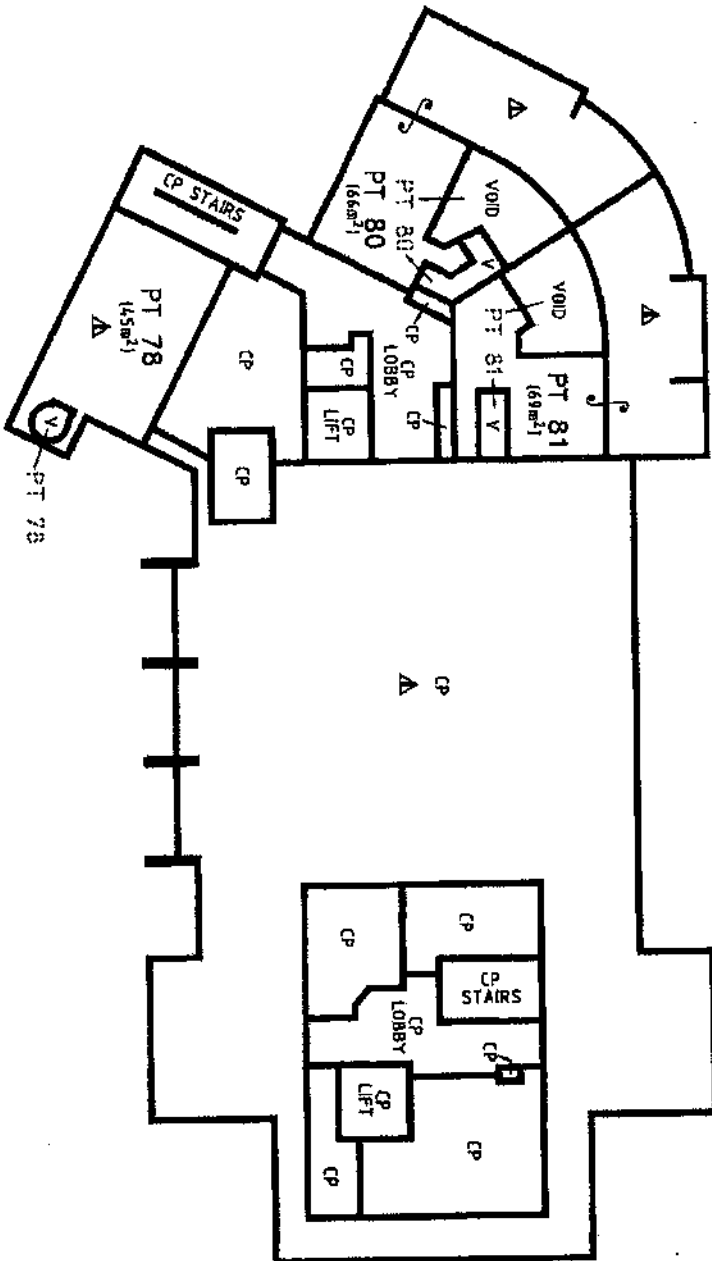
STRATA PLAN FORM 2

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THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED  
 V DENOTES VOID (STAIRS)  
 Δ DENOTES TERRACE  
 CP DENOTES COMMON PROPERTY  
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Reduction Ratio 1:200

Lengths are in metres



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BY - LAWS

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19 November, 2001  
ACI

**SP67161**

**"ANNEXURE A"**

**[ PROPRIETORS - STRATA PLAN NO. 67161 ]**

The following are the by-laws that the vendor intends to register pursuant to S.41(2) of the Strata Schemes Management Act 1996 with the Registrar-General upon registration of the Strata Plan:

**BY-LAW 1**

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

**BY-LAW 2**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or in a visitor carparking space except with the written approval of the Owners Corporation.

**BY-LAW 3**

An owner or occupier of a lot must not obstruct the lawful use of common property by any person.

**BY-LAW 4**

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

**BY-LAW 5**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- (2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

**BY-LAW 6**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

**BY-LAW 7**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

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**BY-LAW 8**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

**BY-LAW 9**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

**BY-LAW 10**

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

**BY-LAW 11**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

**BY-LAW 12**

- (1) An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

**BY-LAW 13**

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

**BY-LAW 14**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

**BY-LAW 15**

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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#### BY-LAW 16

- 16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the Owners Corporation which consent may be withdrawn in circumstances where the Owners Corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.
- 16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the Owners Corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the Owners Corporation in accordance with By-Law 16.1.
- 16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.
- 16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

#### BY-LAW 17

The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

#### BY-LAW 18

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

#### BY-LAW 19

An occupier of a lot must notify the Owners Corporation if the occupier changed the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

#### BY-LAW 20

- (1) The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.
- (2) For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot.

#### BY-LAW 21

The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

#### BY-LAW 22

The Owners Corporation in addition to the powers and authorities conferred on it by or under the Strata Titles Act, 1973, the Strata Schemes Management Act 1996 as amended and these by-laws, shall have the power and duty to;

- (a) paint the outside of the Building on at least one occasion in every period of seven (7) years;
- (b) replace the carpet in the common property of the Building every seven (7) years;
- (c) repaint the inside of the Building every five (5) years;
- (d) replace all fittings in the common property of the building every five (5) years;

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**SHEET 4/7**

- (e) overhaul and repair all gymnasium equipment every two (2) years;
- (f) replace the enclosure of the lifts every eight (8) Years;
- (g) replace the carpet in the lifts every three (3) years and;
- (h) repaint and refurbish the pool and pool areas every four (4) years.
- (i) reseal the concrete driveways every three (3) years
- (j) clean all windows and window frames every six (6) months

**BY-LAW 23**

- (1) In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.
- (2) The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.
- (3) The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.
- (4) An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.
- (5) The Owners Corporation may make rules regarding the pool.
- (6) The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:-

- (a) smoking, eating or drinking;
- (b) consuming alcohol;
- (c) using bottles or glass;
- (d) running, jumping or diving
- (e) using balls, boogie boards or large inflated objects.
- (f) using soap, bubble bath or shampoo;
- (g) be inadequately clothed;
- (h) nude bathing

**BY-LAW 24**

- (1) The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- (2) Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every six (6) months.

**BY-LAW 25**

Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the Owners Corporation.

**BY-LAW 26**

- (1) The registered proprietor or occupier of a commercial premises in the development shall be entitled to place one (1) only sign advertising the availability of the commercial premises for lease or sale.
- (2) All commercial signage in the development must be of identical size and dimensions.
- (3) The Owners Corporation shall have the right to remove any signage that does not comply with this by-law.

**BY-LAW 27**

- (1) The Owners Corporation must grant consent to the use of any of the retail or commercial premises in the Strata Plan provided that the proposed use is lawful and all relevant statutory approvals have been obtained.
- (2) The Owners Corporation must sign and execute all documents that are reasonably required by a proprietor to give full effect to this by-law.

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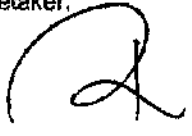

BY-LAW 28

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- (1) In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an Agreement with a caretaker to provide management, leasing, security, cleaning and operational services for the strata scheme.
- (2) The caretaker's duties may include:
  - (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments;
  - (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation;
  - (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service;
  - (d) providing a letting, property management and sales service;
  - (e) supervising Owners Corporation employees and contractors;
  - (f) providing security services to the Owners Corporation;
  - (g) providing cleaning, pool cleaning and gardening services to the Owners Corporation;
  - (h) supervising the strata scheme generally; and
  - (i) anything else that the Owners Corporation agrees is necessary for the operation and management of the strata scheme.
- (3) The caretaker must comply with instructions from the Owners Corporation about performing its duties.
- (4) The Owners Corporation must not, without the written consent of the caretaker, enter into more than one Agreement under this by-law at any one time or revoke this by-law without the written consent of the caretaker.
- (5) Any agreement entered into by the Owners Corporation pursuant to paragraph 1 of this by-law will provide for the payment by the Owners Corporation to the caretaker of remuneration, fees or other consideration for providing the services and undertaking the duties in Schedule 2 of the Agreement.
- (6) The caretaker may, at the caretaker's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker, subject to the consent of the Owners Corporation, which will not be unreasonably withheld.
- (7) The Owners Corporation has the power to enter into any Agreement with a financier of the Caretaker so that the financier's rights pursuant to any security arrangement between the Caretaker and the financier can be enforced.

BY-LAW 29

The owner or occupier of a lot must not:

- (a) Interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in by-law 28; or
  - (b) Interfere with or obstruct the caretaker from using any part of the common property designated by the Owners Corporation for use by the caretaker.
- 
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**BY-LAW 30**

The owner or occupier of every lot except lots 41 and 159 must not on any lot or the common property, except with the written consent of the owner of lots 41 and 159, conduct or participate in the conduct of:

- a) the business of a letting agent; or
- b) the business of a pooled rent agency; or
- c) the business of on site Caretaker; or
- d) any other business activity that is either:
  - i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement; and/or
  - ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement and/or
  - iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in by-law 28 and/or any agreement.

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**BY-LAW 31**

On the following conditions, Meriton Apartments Pty Limited ("Meriton") shall have the following rights in respect of the common property storeroom as indicated on the strata plan (the "Exclusive Use Area") for a period of three (3) years from the date of registration of the strata plan:

1. A right of exclusive use and enjoyment of the Exclusive Use Area; and
2. The right to store materials necessary for maintenance works to the common property and units within the building.

Conditions:

1. Meriton must maintain the Exclusive Use Area in a clean, tidy and well ordered condition.
2. At the expiration of three (3) years from the date of registration of the Strata Plan, this right of Exclusive Use will lapse and the storeroom in question will revert to common property.

**BY-LAW 32**

- 32.1 If the Owners Corporation restricts access to parts of the common property, the Owners Corporation may give an owner or occupier of a lot an "access key". The Owners Corporation may charge an owner of a lot a (\$50) bond for extra or replacement "access keys". This bond is refunded to the owner on return of the "access key".
- 32.2 An owner or occupier of a lot must:
  - 32.2.1 take all reasonable steps not to lose "access keys"
  - 32.2.2 return all "access keys" to the Owners Corporation if they are not needed or if any occupier of a lot vacates the building.
  - 32.2.3 notify the strata manager immediately if an "access key" is lost
- 32.3 An owner of a lot that leases or licenses their lot must notify the Owners Corporation in writing of the name or names of the occupiers of the lot to whom an "access key" has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the "access keys" to the Owners Corporation when they move out of the building.
- 32.4 An owner or occupier of a lot must not:
  - 32.4.1 copy an "access key"



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32.4.2 give "access keys"

32.5 "Access keys" belong to the Owners Corporation.

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**BY-LAW 33**

33.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot only if it:

(a) Will not cause damage; or is not likely to cause damage, or is not dangerous or a nuisance or a hazard.

33.2 The owners corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

33.3 If there are planter boxes on or within a terrace or balcony of a lot, the owner or occupier must:

(a) properly maintain the soil and plants in the planter boxes; and

(b) when watering the plants or planter box, make sure that no water enters common property or another lot.

**BY-LAW 34**

A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

**BY-LAW 35**

An owner, occupier or an invitee of an owner or occupier must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay on the Strata Plan.

**BY-LAW 36**

All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

**BY-LAW 37**

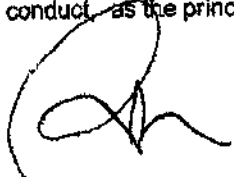
Should any Government authority impose any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

**BY-LAW 38**

The owner or occupier of a lot must not, without the consent of the Owners Corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

**BY-LAW 39**

The owner or occupier of lots 152, 153, 154, 155 & 156 must not on any lot or the common property, except with the consent of the owner of lot 151, conduct or participate in the conduct, as the principal use of the lot, of a convenience store.



SECRETARY



DIRECTOR



REGISTERED



4-1-2002



SP67161

**STRATA DEVELOPMENT CONTRACT - Strata Plan No. ...**

**WARNING**

This contract contains details of a strata scheme which is proposed to be developed in three (or four) stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the Owners Corporation, or of the Council of the Owners Corporation, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

**DESCRIPTION OF DEVELOPMENT**

**1. DESCRIPTION OF LAND**

Lot 41 in Deposited Plan No.

**2. DESCRIPTION OF ANY LAND PROPOSED TO BE ADDED TO THE SCHEME**

N/A.

**3. DESCRIPTION OF DEVELOPMENT LOT OR LOTS**

Lots 88 and 89 (and possible future development lot).

**4. COVENANTS IMPLIED IN STRATA DEVELOPMENT CONTRACTS BY THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973**

**(i) Warranted Development**

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "warranted development - proposed development subject to a warranty" in the strata development contract; and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

**(ii) Permission to carry out warranted development and authorised proposals**

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any); and
- such other development as is described and identified as "authorised proposals - proposed development not subject to a warranty" in the contract.





## SP67161

### (iii) Owners Corporation expenses

The developer agrees with the Owners Corporation that the developer will pay the reasonable expenses incurred by the Owners Corporation:

- In repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.

### (iv) Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths; and
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

### (v) Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract; or
- to such other extent as may be specified in the contract.

### (vi) Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

### (vii) Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

### (viii) Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agreed with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise; and
- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.





## SP67161

6. **WARRANTED DEVELOPMENT** - proposed development subject to a warranty.

N/A.

6. **AUTHORISED PROPOSALS (Stage 2 only - Lot 88)** - proposed development not subject to a warranty.

(i) **DESCRIPTION OF DEVELOPMENT**

Up to 11 levels containing up to 89 residential units, 1 managers lot and 4 commercial/retail units with associated carparking under.

(ii) **COMMON PROPERTY AMENITIES**

Access driveways, stairs, lifts, plantrooms, landscaped areas, pool building, garbage collection and storage facilities and visitor parking.

(iii) **SCHEDULE OF COMMENCEMENT AND COMPLETION**

N/A.

(iv) **SCHEDULE OF LOTS**

74 lots

(v) **WORKING HOURS**

As advised by South Sydney City Council.

(vi) **ARRANGEMENTS FOR ENTRY, EXIT, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS DURING DEVELOPMENT**

No interference with Common Property as created by Stage 1  
Construction zones wholly maintained within Lots 88 and 89.

(vii) **LANDSCAPING**

In accordance with landscape plans approved by South Sydney City Council.

(viii) **SCHEDULE OF MATERIALS AND FINISHES**

External walls of brick and concrete.

(ix) **VERTICAL STAGING**

Parts of Development Lots 88 and 89 are situated above and below Stage 1. The developer holds a Contractors All Risk Policy with The Underwriter Insurance Company Limited (Policy No. C0154399) and a Public Liability Insurance Policy with The Underwriter Insurance Company Limited and QBE (Policy No. 1061838).

(x) **CONTRIBUTION TO COMMON PROPERTY EXPENSES**

The developer is not liable for any Common Property expenses.

(xi) **PROPOSED BY-LAWS, MANAGEMENT AGREEMENTS, COVENANTS, EASEMENTS OR DEDICATIONS**

Right of footway to be created over 'Grand Portico' at ground level to benefit South Sydney City Council.

7. **AUTHORISED PROPOSALS (Stage 3 only - Lot 89)** - proposed development not subject to a warranty.

(i) **DESCRIPTION OF DEVELOPMENT**

2 buildings ("Building 1 and 2") of up to 12 and 11 levels respectively containing up to 184 residential units, and 3 commercial/retail units with associated carparking under - QR,

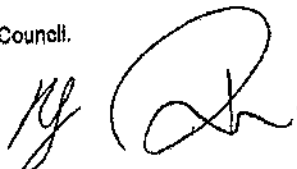
1 building ("Building 1") of up to 12 levels containing up to 97 residential units and 3 commercial/retail units in "Building 2" with associated carparking under and a further Development Lot.

(ii) **COMMON PROPERTY AMENITIES**

Access driveways, stairs, lifts, plantrooms, landscaped areas, garbage collection and storage facilities and visitor parking.



## SP67161

- (iii) **SCHEDULE OF COMMENCEMENT AND COMPLETION**  
N/A.
  - (iv) **SCHEDULE OF LOTS**  
187 Lots - OR - 100 Lots and 1 development Lot.
  - (v) **WORKING HOURS**  
As advised by South Sydney City Council.
  - (vi) **ARRANGEMENTS FOR ENTRY, EXIT, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS DURING DEVELOPMENT**  
  
No interference with Common Property as created by Stages 1 and 2.  
Construction zones wholly maintained within Lot 89.
  - (vii) **LANDSCAPING**  
In accordance with landscape plans approved by South Sydney City Council.
  - (viii) **SCHEDULE OF MATERIALS AND FINISHES**  
External walls of brick and concrete.
  - (ix) **VERTICAL STAGING**  
Parts of Development Lot 89 are situated above and below Stages 1 and 2. The developer holds a Contractors All Risk Policy with The Underwriter Insurance Company Limited (Policy No. C0154399) and a Public Liability Insurance Policy with The Underwriter Insurance Company Limited and QBE (Policy No. 1061838).
  - (x) **CONTRIBUTION TO COMMON PROPERTY EXPENSES**  
The developer is not liable for any Common Property expenses.
  - (xi) **PROPOSED BY-LAWS, MANAGEMENT AGREEMENTS, COVENANTS, EASEMENTS OR DEDICATIONS**  
  
Restriction on use and positive covenant to be created over detention tank.
8. **AUTHORISED PROPOSALS (Stage 3a only)** - proposed development not subject to a warranty.
- (i) **DESCRIPTION OF DEVELOPMENT**  
1 building ("Building 2") of up to 11 levels containing up to 87 residential units with associated carparking under.
  - (ii) **COMMON PROPERTY AMENITIES**  
Access driveways, stairs, lift, plantrooms, landscaped areas, garbage collection and storage facilities and visitor parking.
  - (iii) **SCHEDULE OF COMMENCEMENT AND COMPLETION**  
N/A.
  - (iv) **SCHEDULE OF LOTS**  
87 lots.
  - (v) **WORKING HOURS**  
As advised by South Sydney City Council.
  - (vi) **ARRANGEMENTS FOR ENTRY, EXIT, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS DURING DEVELOPMENT**  
  
No interference with Common Property as created by Stage 1, 2 and 3  
Construction zones wholly maintained within Development Lot.
  - (vii) **LANDSCAPING**  
In accordance with landscape plans approved by South Sydney City Council.
- 



## SP67161

(viii) **SCHEDULE OF MATERIALS AND FINISHES**

External walls of brick and concrete.

(ix) **VERTICAL STAGING**

Parts of the Development Lot are situated above and below Stages 1, 2 and 3. The developer holds a Contractors All Risk Policy with The Underwriter Insurance Company Limited (Policy No. C0154399) and a Public Liability Insurance Policy with The Underwriter Insurance Company Limited and QBE (Policy No. 1061838).

(x) **CONTRIBUTION TO COMMON PROPERTY EXPENSES**

The developer is not liable for any Common Property expenses.

(xi) **PROPOSED BY-LAWS, MANAGEMENT AGREEMENTS, COVENANTS, EASEMENTS OR DEDICATION**


Positive covenant to be created for private connection to Council's stormwater system.

9. **DATE OF CONCLUSION OF DEVELOPMENT SCHEME**

24th December, 2010.

10. **CONCEPT PLAN**

See Sheets 7 - 9.





SP67161

SIGNATURES, CONSENTS, APPROVALS

Signature/seal of developer:.....

Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot: .....

Signature/seal of each registered mortgagee and chargee, of a lease of the development lot: .....

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has consented to the development described in Development Application No. DA 00763  
and
- (b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:
- (i) any condition subject to which the consent was granted; or
  - (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:

Date: 19 December 2001

Execution of consent authority: Amanda Nolan

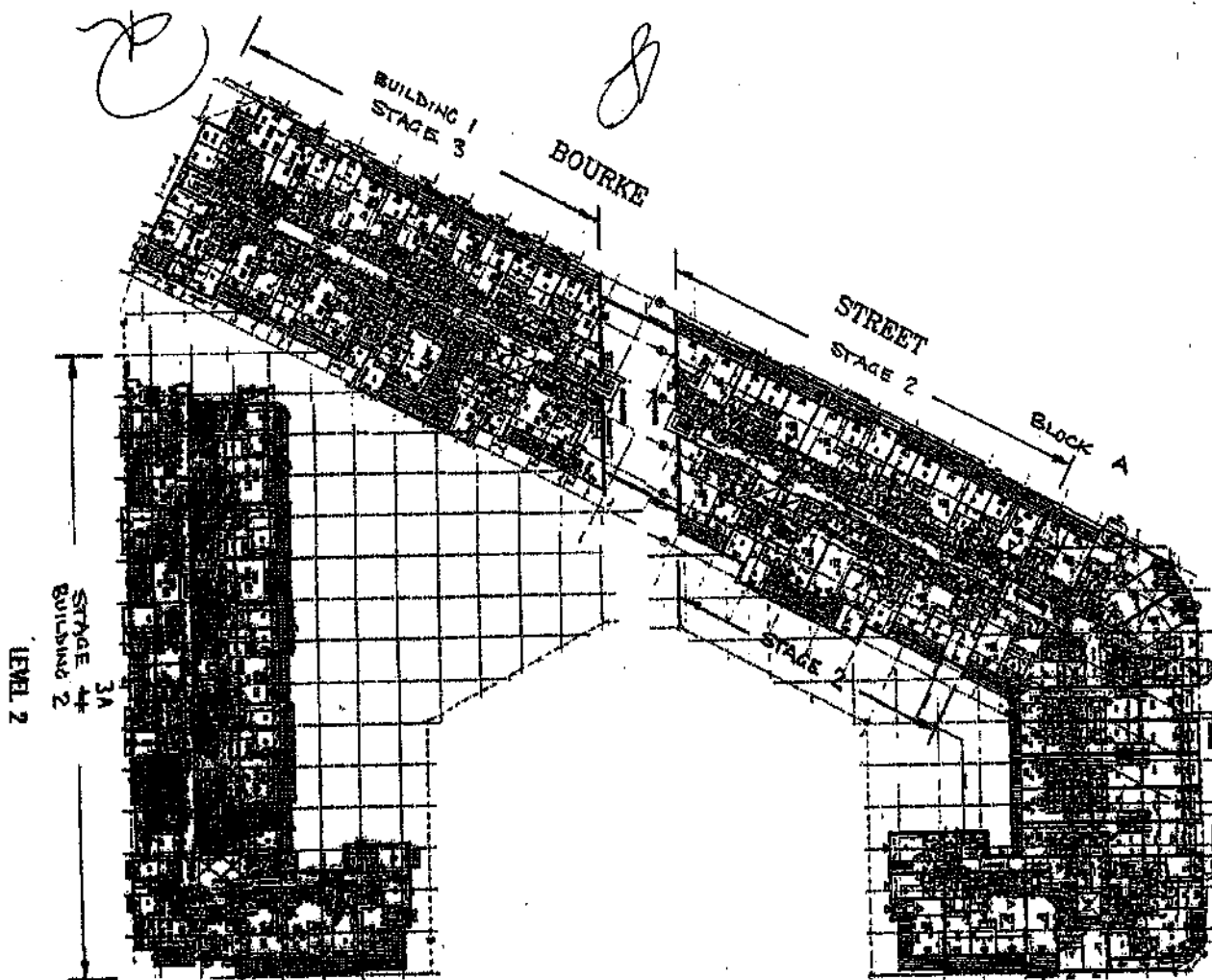
  
SECRETARY



  
DIRECTOR







Straia Development Contract  
 CONCEPT PLAN  
 Plan of Development  
 SUBDIVISION OF LOT 111 IN D.P.  
 N° 782-822 BOURKE STREET,  
 WATERLOO 2017

SP67161

Sheet nr 7 of 9 Sheets

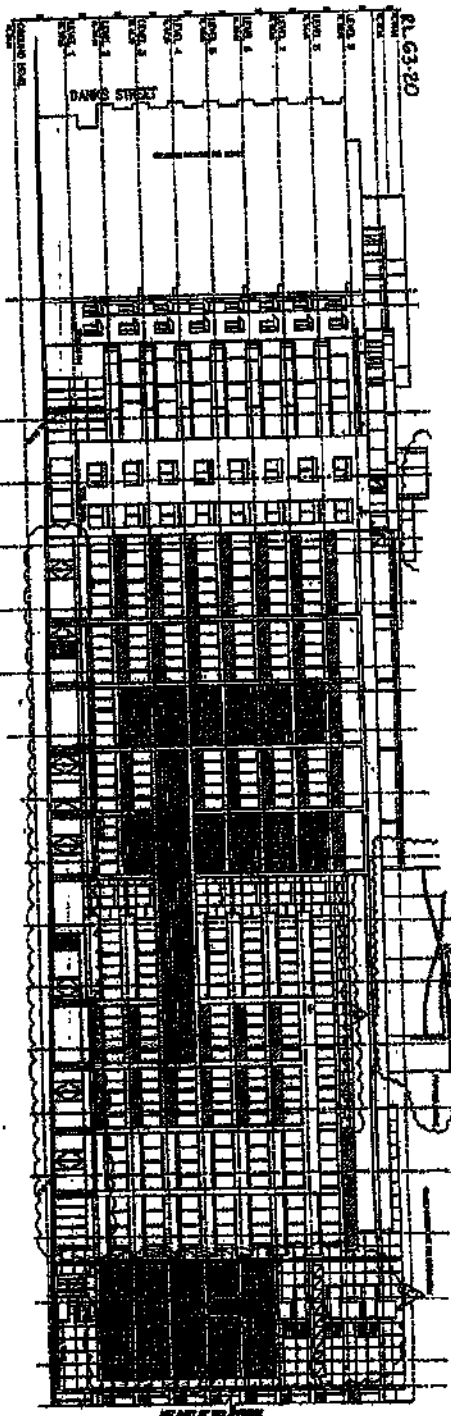
LOANED TO  
 Application No  
 Registered Date  
 14-1-2002



*Handwritten signature*

*Handwritten signature*

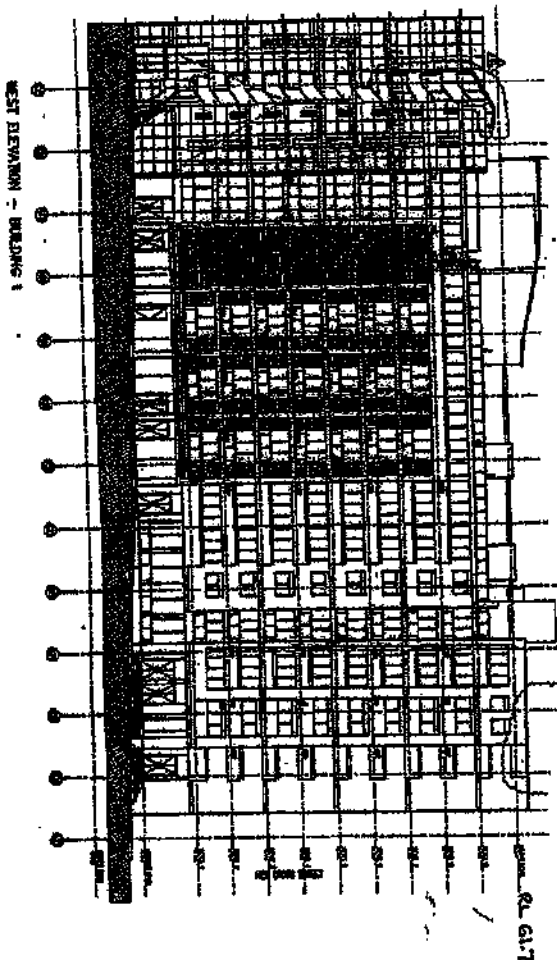
WEST ELEVATION BLOCK A  
 SCALE 1:100



Strafa Development Contract  
 Concept Plan  
 Plan of Development  
 SUBDIVISION OF LOT 111 IN D.P.  
 № 782-822 BOURKE STREET,  
 WATERLOO 2017

Sheet № 8 of 9 Sheets  
 SP67161

Consented to  
 Application №  
 Registered Date  
 4-1-2002



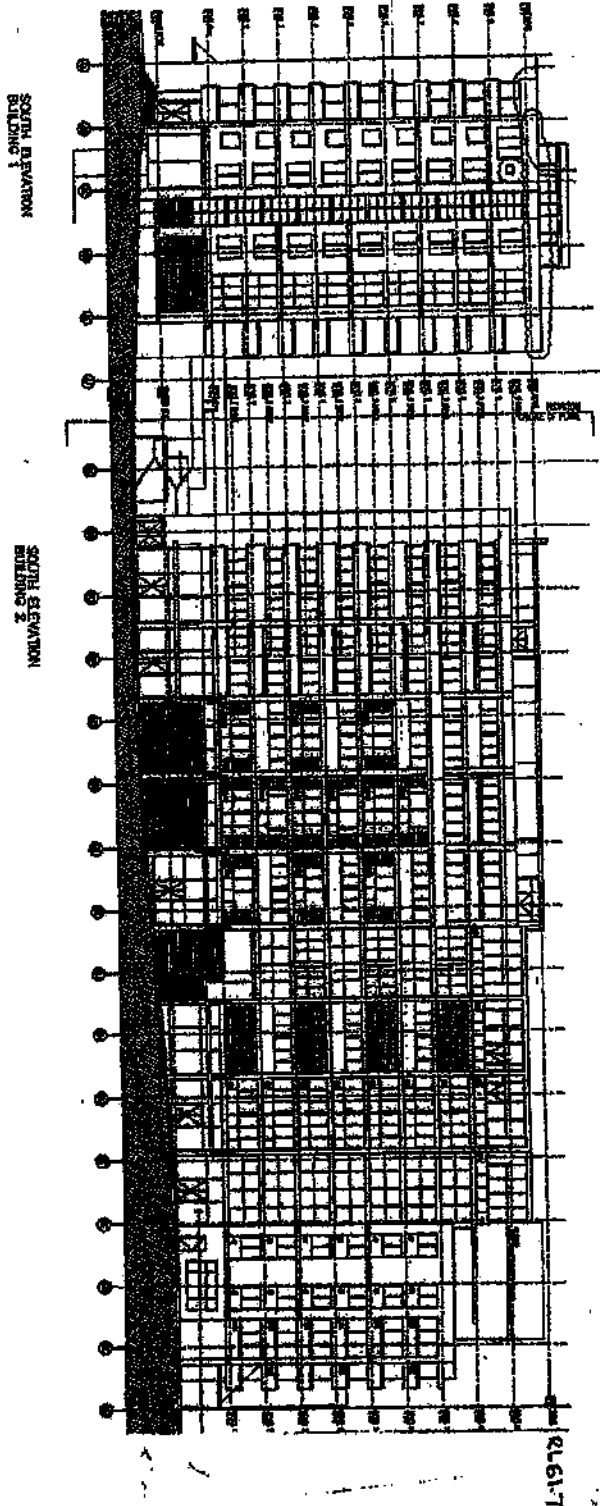
WEST ELEVATION - BUILDING 1

Scale 1:100



2

h



Strata Development Contract  
CONCEPT PLAN  
Plan of Development  
SUBDIVISION OF LOT 111 IN D.P.  
NO 782-822 BOURKE STREET,  
WATERLOO 2017

Sheet No 9 of 9 Sheets  
SP67161  
Submitted to  
Application No  
Registered Date  
4-1-2002







DP1000368

Registered: 12.4.1999

Plan sheet 2 of 2 sheets 2 sheets

Author: [Signature]

Author: registered under European Act 1989

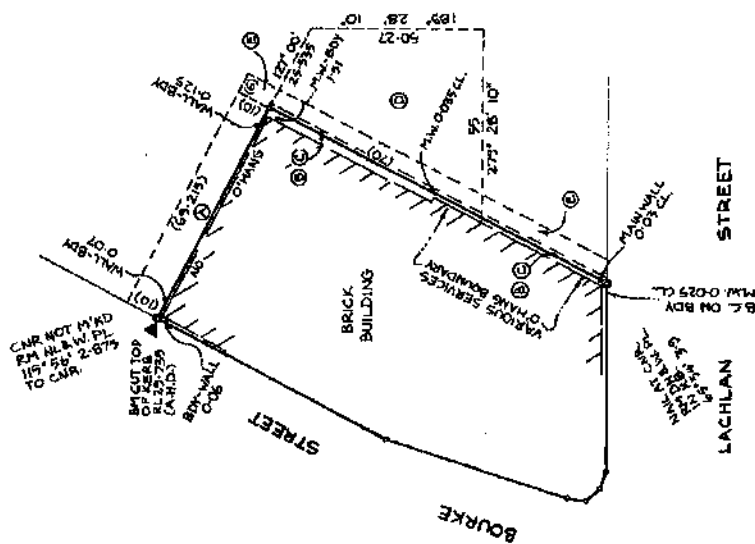
This is sheet 2 of 2 sheets of 2 sheets covered by my European No. 12185

[Signature]  
General Manager/Professional Person

For use where stated or substituted in any panel as that Panel E.

Reduction Ratio: 1:1000

SURVEYOR'S NUMBER: 12185



- ① RIGHT OF CARRIAGEWAY 10 WIDE
- ② RIGHT OF FOOTWAY 11 WIDE (LIMITED IN HEIGHT TO RL 31.74M)
- ③ EASEMENT FOR SERVICES 11 WIDE (LIMITED IN HEIGHT TO RL 30.75 AND)
- ④ RIGHT OF USE VARIABLE WIDTH
- ⑤ EASEMENT FOR ACCESS 6 WIDE



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

Lengths are in Metres

Sheet 1 of 5 Sheets

**DP1000368**

Subdivision of Lot 8 DP 856032  
covered by Council's Certificate  
No. 13199 of 31-3-1999

Full Name and Address  
of Proprietor of the Land:

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 1**

1. Identity of Easement firstly referred to  
in the abovementioned plan:

Right of Carriageway 10 wide

**Schedule of Lots Affected**

Lot Burdened  
2

Lot or Authority Benefited  
1

2. Identity of Easement secondly referred  
to in the abovementioned plan:

Right of Footway 1.1 wide

**Schedule of Lots Affected**

Lot Burdened  
2

Lot or Authority Benefited  
1

3. Identity of Easement thirdly referred to  
in the abovementioned plan:

Easement for Services 1.1 wide

**Schedule of Lots Affected**

Lot Burdened  
2

Lot or Authority Benefited  
1

4. Identity of Easement fourthly referred to  
in the abovementioned plan:

Right of Use variable width

**Schedule of Lots Affected**

Lot Burdened  
2

Lot or Authority Benefited  
1

5. Identity of Easement fifthly referred to  
in the abovementioned plan:

Restriction on Use

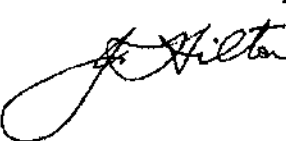
**Schedule of Lots Affected**

Lot Burdened  
2

Lot or Authority Benefited  
South Sydney City Council

  
RALPH GOODWIN

  
ROBYN MCCULLY







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

Lengths are in Metres

Sheet 2 of 5 Sheets

Plan: DP 1000368

Subdivision of Lot 3 DP 856032  
covered by Council's Certificate  
No. 13/99 of 31-3-1999

Full Name and Address  
of Proprietor of the Land:

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 1** (Cont'd.)

6. Identity of Easement sixthly referred to  
in the abovementioned plan:

Easement for access 6 wide

**Schedule of Lots Affected**

Lot Burdened  
2

Lot or Authority Benefited  
1

7. Identity of Easement seventhly referred  
to in the abovementioned plan:

Positive Covenant

**Schedule of Lots Affected**

Lot Burdened  
2

Lot or Authority Benefited  
South Sydney City Council

**PART 2**


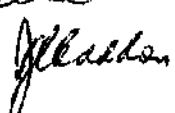
3. **TERMS OF EASEMENT FOR SERVICES 1.1 WIDE THIRDLY REFERRED TO IN  
ABOVEMENTIONED PLAN:**

1. The owner of the lot benefited may:

- (a) use each lot burdened, but only within the site of this easement, to provide services to or from each lot burdened, and
- (b) do anything reasonably necessary for that purpose, including:
  - \* entering the lot burdened, and
  - \* taking anything on to the lot burdened, and
  - \* carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

  
RALPH GOODWIN

  
ROBYN McCULLY



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

Lengths are in Metres

Sheet 3 of 5 Sheets

**Plan:** DP 1000368

Subdivision of Lot 8 DP 856032  
covered by Council's Certificate  
No. 13/99 of 31-3-1999

**Full Name and Address  
of Proprietor of the Land:**

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 2 (Cont'd)**

2. In exercising those powers, the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
3. For the purposes of this easement, **services** includes supply of water, gas, electricity, telephone, television, sprinkler service pipes and hydrant services and discharge of sewage, sullage, stormwater and other fluid wastes.
4. **TERMS OF RIGHT OF USE VARIABLE WIDTH FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN:**
  1. The owner of the lot benefited may use that part of the lot burdened, but only within the site of the right of use, to undertake any uses incidental to the activities approved by South Sydney City Council for the lot benefited.
  2. This right of use may only be varied, modified or extinguished with the consent of South Sydney City Council.

  
ROBYN McCULLY

  
RALPH GOODWIN




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

Lengths are in Metres

Sheet 4 of 5 Sheets

Plan: DP 1000368

Subdivision of Lot 8 DP 856032  
covered by Council's Certificate  
No. 13/99 of 31-3-1999

Full Name and Address  
of Proprietor of the Land:


Marlton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 2 (Cont'd)**

5. TERMS OF RESTRICTION ON USE FIFTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN:
1. The owner of the lot burdened may not erect on the lot burdened any building or buildings that serve to increase the floor space ratio for both the lot burdened and Lot 1 to a floor space ratio greater than 2.5 : 1.
  2. This restriction on use may only be varied, modified or extinguished with the consent of South Sydney City Council.
6. TERMS OF EASEMENT FOR ACCESS 6 WIDE SIXTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN:
1. The owner of the lot benefited shall be entitled to an easement for access over that part of the lot burdened for emergency vehicles only.
  2. This easement may only be varied, modified or extinguished with the consent of South Sydney City Council.
7. TERMS OF POSITIVE COVENANT SEVENTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN:
1. The owner of the lot burdened must provide on the lot burdened on site stormwater detention at a rate that will ensure that discharge from both the lot burdened and Lot 1 does not exceed the maximum discharge rate permitted for both the lot burdened and Lot 1 by Sydney Water and South Sydney City Council.

  
ROBYN McCULLY

  
RALPH GOODWIN

  
J. Hilton



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

Lengths are in Metres

Sheet 5 of 5 Sheets

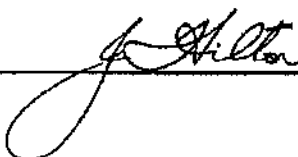
Plan: DP 1000368

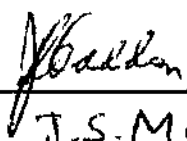
Subdivision of Lot 8 DP 858032  
covered by Council's Certificate  
No. 13/99 of 31-3-1999

Full Name and Address  
of Proprietor of the Land:

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

Executed by the Council of the  
City of South Sydney by its  
Attorney JOHN ALBERT HILTON  
pursuant to Power of Attorney  
registered Book 3829 No. 339

  
\_\_\_\_\_

  
\_\_\_\_\_ J.S. MADDOX  
WITNESS



DIRECTOR

  
RALPH GOODWIN

  
SECRETARY  
ROBYN MCCULLY

REGISTERED  12.4.1999



MEASUREMENTS AND DETAILS ONLY

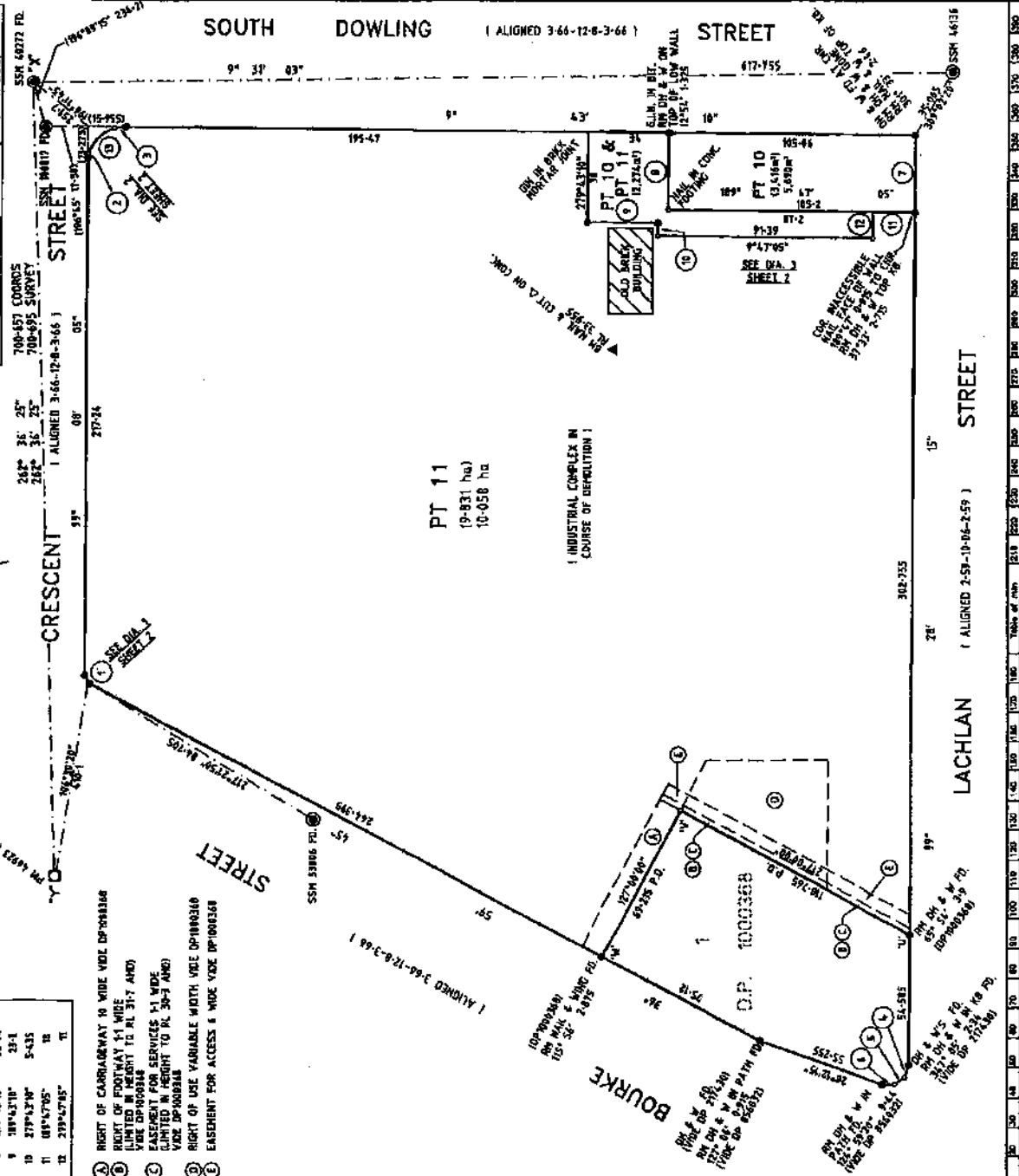
Please Drawing only to appear in this space

SCHEDULE OF SHORT LINES		
LINE	BEARING	DISTANCE
1	48°32'45"	4.0
2	106°42'30"	1.49
3	2°15'00"	4.745
4	217°42'00"	5.3
5	335°50'00"	5.3
6	99°05'40"	5.3
7	87°21'15"	32.56
8	279°43'10"	30.44
9	18°43'10"	29.1
10	279°43'10"	5.435
11	08°47'05"	18
12	239°47'05"	11

- (A) RIGHT OF CARRIAGEWAY 10 WIDE VIDE DP1003168
- (B) RIGHT OF FOOTWAY 1.1 WIDE (LIMITED IN HEIGHT TO RL 31.7 AND) VIDE DP1003168
- (C) EASEMENT FOR SERVICES 1.1 WIDE (LIMITED IN HEIGHT TO RL 30.3 AND) VIDE DP1003168
- (D) RIGHT OF USE VARIABLE WIDTH VIDE DP1003168
- (E) EASEMENT FOR ACCESS 5 WIDE VIDE DP1003168

ALL LEVELS SHOWN RELATE TO THE AUSTRALIAN HEIGHT DATUM (AHD).

SURVEY PRACTICE REGULATIONS 1994, CLAUSE 31 (2)		
MARK	EASTING	NORTHING
SSM 4232	390 804.500	1 243 844.500
SSM 4233	390 804.500	1 243 844.500
SSM 4234	390 804.500	1 243 844.500
SSM 4235	390 804.500	1 243 844.500
SSM 4236	390 804.500	1 243 844.500
SSM 4237	390 804.500	1 243 844.500
SSM 4238	390 804.500	1 243 844.500
SSM 4239	390 804.500	1 243 844.500
SSM 4240	390 804.500	1 243 844.500
SSM 4241	390 804.500	1 243 844.500
SSM 4242	390 804.500	1 243 844.500
SSM 4243	390 804.500	1 243 844.500
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SSM 4245	390 804.500	1 243 844.500
SSM 4246	390 804.500	1 243 844.500
SSM 4247	390 804.500	1 243 844.500
SSM 4248	390 804.500	1 243 844.500
SSM 4249	390 804.500	1 243 844.500
SSM 4250	390 804.500	1 243 844.500
SSM 4251	390 804.500	1 243 844.500
SSM 4252	390 804.500	1 243 844.500
SSM 4253	390 804.500	1 243 844.500
SSM 4254	390 804.500	1 243 844.500
SSM 4255	390 804.500	1 243 844.500
SSM 4256	390 804.500	1 243 844.500
SSM 4257	390 804.500	1 243 844.500
SSM 4258	390 804.500	1 243 844.500
SSM 4259	390 804.500	1 243 844.500
SSM 4260	390 804.500	1 243 844.500
SSM 4261	390 804.500	1 243 844.500
SSM 4262	390 804.500	1 243 844.500
SSM 4263	390 804.500	1 243 844.500
SSM 4264	390 804.500	1 243 844.500
SSM 4265	390 804.500	1 243 844.500
SSM 4266	390 804.500	1 243 844.500
SSM 4267	390 804.500	1 243 844.500
SSM 4268	390 804.500	1 243 844.500
SSM 4269	390 804.500	1 243 844.500
SSM 4270	390 804.500	1 243 844.500
SSM 4271	390 804.500	1 243 844.500
SSM 4272	390 804.500	1 243 844.500
SSM 4273	390 804.500	1 243 844.500
SSM 4274	390 804.500	1 243 844.500
SSM 4275	390 804.500	1 243 844.500
SSM 4276	390 804.500	1 243 844.500
SSM 4277	390 804.500	1 243 844.500
SSM 4278	390 804.500	1 243 844.500
SSM 4279	390 804.500	1 243 844.500
SSM 4280	390 804.500	1 243 844.500
SSM 4281	390 804.500	1 243 844.500
SSM 4282	390 804.500	1 243 844.500
SSM 4283	390 804.500	1 243 844.500
SSM 4284	390 804.500	1 243 844.500
SSM 4285	390 804.500	1 243 844.500
SSM 4286	390 804.500	1 243 844.500
SSM 4287	390 804.500	1 243 844.500
SSM 4288	390 804.500	1 243 844.500
SSM 4289	390 804.500	1 243 844.500
SSM 4290	390 804.500	1 243 844.500
SSM 4291	390 804.500	1 243 844.500
SSM 4292	390 804.500	1 243 844.500
SSM 4293	390 804.500	1 243 844.500
SSM 4294	390 804.500	1 243 844.500
SSM 4295	390 804.500	1 243 844.500
SSM 4296	390 804.500	1 243 844.500
SSM 4297	390 804.500	1 243 844.500
SSM 4298	390 804.500	1 243 844.500
SSM 4299	390 804.500	1 243 844.500
SSM 4300	390 804.500	1 243 844.500



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1004914

11-18-1999

Q.A. NO 45/99 OF 5.10.1999

THE SPONSOR TORRENS

PURPOSE SUBDIVISION

Lot Map WATERLOO SMT 12\*

Lot Plan DP 1000348

Lot Plan DP 1000348

PLAN SUBDIVISION OF LOT 2 DP 1000368

Lengths are in metres. Reductions 1:1250

L & A: SOUTH STONEY

Location: WATERLOO

Parish: ALEXANDRIA

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.

Surveyors (Practising) Regulations 1995

1. Name: Alan Dineen-Jones

2. Address: 11, Wilson St, Ltd, 40000114373

3. State: New South Wales

4. Date of Survey: 10/11/99

5. Date of Plan: 10/11/99

6. Date of Plan: 10/11/99

7. Date of Plan: 10/11/99

8. Date of Plan: 10/11/99

9. Date of Plan: 10/11/99

10. Date of Plan: 10/11/99

11. Date of Plan: 10/11/99

12. Date of Plan: 10/11/99

13. Date of Plan: 10/11/99

14. Date of Plan: 10/11/99

15. Date of Plan: 10/11/99

16. Date of Plan: 10/11/99

17. Date of Plan: 10/11/99

18. Date of Plan: 10/11/99

19. Date of Plan: 10/11/99

20. Date of Plan: 10/11/99

21. Date of Plan: 10/11/99

22. Date of Plan: 10/11/99

23. Date of Plan: 10/11/99

24. Date of Plan: 10/11/99

25. Date of Plan: 10/11/99

26. Date of Plan: 10/11/99

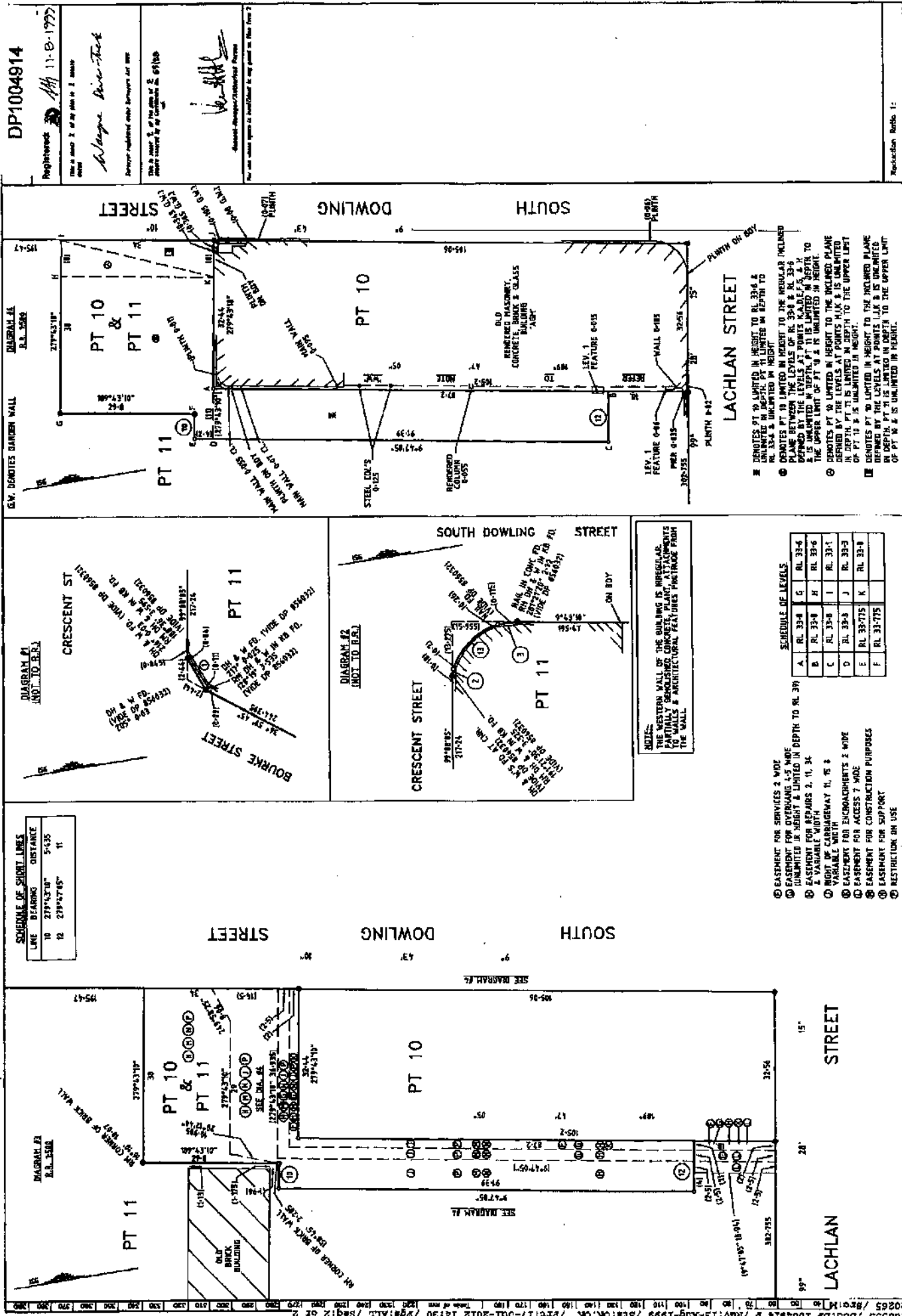
27. Date of Plan: 10/11/99

28. Date of Plan: 10/11/99

29. Date of Plan: 10/11/99

30. Date of Plan: 10/11/99





**SCHEDULE OF SHORT LINES**

LINE	BEARING	DISTANCE
10	279°43'10"	5.435
12	229°47'45"	11

**NOTE:**  
THE WESTERN WALL OF THE BUILDING IS IRREGULAR.  
PARTIALLY SMOOTHED CONCRETE, PLANT, ATTACHMENTS  
TO WALLS & ARCHITECTURAL FEATURES PROTRUDE FROM  
THE WALL.

- ① EASTMENT FOR SERVICES 2 WIDE
- ② EASTMENT FOR SERVICES 1.5 WIDE
- ③ EASTMENT FOR SERVICES 1.5 WIDE
- ④ EASTMENT FOR SERVICES 2, 11, 34
- ⑤ EASTMENT FOR SERVICES 2, 11, 34
- ⑥ EASTMENT FOR SERVICES 2, 11, 34
- ⑦ EASTMENT FOR SERVICES 2, 11, 34
- ⑧ EASTMENT FOR SERVICES 2, 11, 34
- ⑨ EASTMENT FOR SERVICES 2, 11, 34
- ⑩ EASTMENT FOR SERVICES 2, 11, 34
- ⑪ EASTMENT FOR SERVICES 2, 11, 34
- ⑫ EASTMENT FOR SERVICES 2, 11, 34
- ⑬ EASTMENT FOR SERVICES 2, 11, 34
- ⑭ EASTMENT FOR SERVICES 2, 11, 34
- ⑮ EASTMENT FOR SERVICES 2, 11, 34
- ⑯ EASTMENT FOR SERVICES 2, 11, 34
- ⑰ EASTMENT FOR SERVICES 2, 11, 34
- ⑱ EASTMENT FOR SERVICES 2, 11, 34
- ⑲ EASTMENT FOR SERVICES 2, 11, 34
- ⑳ EASTMENT FOR SERVICES 2, 11, 34
- ㉑ EASTMENT FOR SERVICES 2, 11, 34
- ㉒ EASTMENT FOR SERVICES 2, 11, 34
- ㉓ EASTMENT FOR SERVICES 2, 11, 34
- ㉔ EASTMENT FOR SERVICES 2, 11, 34
- ㉕ EASTMENT FOR SERVICES 2, 11, 34
- ㉖ EASTMENT FOR SERVICES 2, 11, 34
- ㉗ EASTMENT FOR SERVICES 2, 11, 34
- ㉘ EASTMENT FOR SERVICES 2, 11, 34
- ㉙ EASTMENT FOR SERVICES 2, 11, 34
- ㉚ EASTMENT FOR SERVICES 2, 11, 34
- ㉛ EASTMENT FOR SERVICES 2, 11, 34
- ㉜ EASTMENT FOR SERVICES 2, 11, 34
- ㉝ EASTMENT FOR SERVICES 2, 11, 34
- ㉞ EASTMENT FOR SERVICES 2, 11, 34
- ㉟ EASTMENT FOR SERVICES 2, 11, 34
- ㊱ EASTMENT FOR SERVICES 2, 11, 34
- ㊲ EASTMENT FOR SERVICES 2, 11, 34
- ㊳ EASTMENT FOR SERVICES 2, 11, 34
- ㊴ EASTMENT FOR SERVICES 2, 11, 34
- ㊵ EASTMENT FOR SERVICES 2, 11, 34
- ㊶ EASTMENT FOR SERVICES 2, 11, 34
- ㊷ EASTMENT FOR SERVICES 2, 11, 34
- ㊸ EASTMENT FOR SERVICES 2, 11, 34
- ㊹ EASTMENT FOR SERVICES 2, 11, 34
- ㊺ EASTMENT FOR SERVICES 2, 11, 34
- ㊻ EASTMENT FOR SERVICES 2, 11, 34
- ㊼ EASTMENT FOR SERVICES 2, 11, 34
- ㊽ EASTMENT FOR SERVICES 2, 11, 34
- ㊾ EASTMENT FOR SERVICES 2, 11, 34
- ㊿ EASTMENT FOR SERVICES 2, 11, 34

**SCHEDULE OF LEVELS**

POINT	LEVEL	LEVEL	LEVEL
A	RL 33.4	G	RL 33.4
B	RL 33.4	H	RL 33.4
C	RL 33.4	I	RL 33.4
D	RL 33.4	J	RL 33.4
E	RL 33.4	K	RL 33.4
F	RL 33.4	L	RL 33.4



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

Lengths are in Metres

Sheet 1 of 7 Sheets

**DP1004914**

Subdivision of Lot 2 DP 1000368  
covered by Council's Certificate  
No. of

**Full Name and Address  
of Proprietor of the Land:**

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 1**

**1. Identity of Easement firstly referred to  
in the abovementioned plan:**

Easement for Services 2 wide

**Schedule of Lots Affected**

**Lot Burdened**  
11

**Lot or Authority Benefited**  
10

**2. Identity of Easement secondly referred  
to in the abovementioned plan:**

Easement for Overhang 4.5 wide  
(limited in height)

**Schedule of Lots Affected**

**Lot Burdened**  
11

**Lot or Authority Benefited**  
10

**3. Identity of Easement thirdly referred to  
in the abovementioned plan:**

Easement for Repairs 2, 11, 34 and  
variable width

**Schedule of Lots Affected**

**Lot Burdened**  
11

**Lot or Authority Benefited**  
10

**4. Identity of Easement fourthly referred to  
in the abovementioned plan:**

Right of Carriageway 11, 15 and  
variable width

**Schedule of Lots Affected**

**Lot Burdened**  
11

**Lot or Authority Benefited**  
10

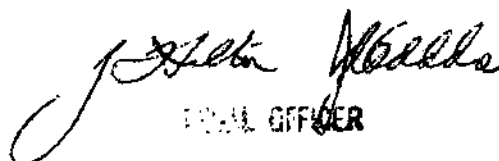
**5. Identity of Easement fifthly referred to  
in the abovementioned plan:**

Easement for Access 7 wide

**Schedule of Lots Affected**

**Lot Burdened**  
11

**Lot or Authority Benefited**  
10



LEGAL OFFICER



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

**DP1004914**

Sheet 2 of 7 Sheets

Subdivision of Lot 2 DP 1000368  
covered by Council's Certificate  
No. of

**Full Name and Address  
of Proprietor of the Land:**

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 1** (Cont'd.)

**6. Identity of Easement sixthly referred to  
in the abovementioned plan:**

Restriction on Use

**Schedule of Lots Affected**

**Lot Burdened**  
11

**Lot or Authority Benefited**  
South Sydney City Council

**7. Identity of Easement seventhly referred  
to in the abovementioned plan:**

Restriction on Use

**Schedule of Lots Affected**

**Lot Burdened**  
11

**Lot or Authority Benefited**  
South Sydney City Council

**8. Identity of Easement eighthly referred  
to in the abovementioned plan:**

Easement for Construction  
Purposes

**Schedule of Lots Affected**

**Lot Burdened**  
11

**Lot or Authority Benefited**  
10

**9. Identity of Easement ninthly referred to  
in the abovementioned plan:**

Easement for Support

**Schedule of Lots Affected**

**Lot Burdened**  
10

**Lot or Authority Benefited**  
11

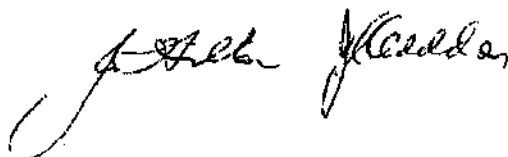
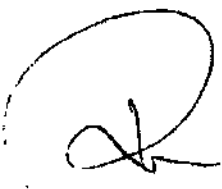
**10. Identity of Easement tenthly referred  
to in the abovementioned plan:**

Restriction on Use

**Schedule of Lots Affected**

**Lot Burdened**  
11

**Lot or Authority Benefited**  
10





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

**DP1004914**

Sheet 3 of 7 Sheets

Subdivision of Lot 2 DP 1000368  
covered by Council's Certificate  
No. of

**Full Name and Address  
of Proprietor of the Land:**

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 1** (Cont'd.)

**11. Identity of Easement eleventhly  
referred to in the abovementioned plan:**

Easement for Encroachments 2  
wide

**Schedule of Lots Affected**

**Lot Burdened**  
11

**Lot or Authority Benefited**  
10

**12. Identity of Easement twelfthly referred  
to in the abovementioned plan:**

Restriction on Use

**Schedule of Lots Affected**

**Lot Burdened**  
10

**Lot or Authority Benefited**  
South Sydney City Council

**PART 2**

2. **TERMS OF EASEMENT FOR OVERHANG 4.5 WIDE (LIMITED IN HEIGHT)  
SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN:**

The owner of the lot benefited is permitted to erect overhanging awnings attached to  
the building erected upon the lot benefited but only within the site of this easement.



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

Sheet 4 of 7 Sheets

**DP1004914**

Subdivision of Lot 2 DP 1000368  
covered by Council's Certificate  
No. of

**Full Name and Address  
of Proprietor of the Land:**

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 2** (Cont'd.)

**5. TERMS OF EASEMENT FOR ACCESS 7 WIDE FIFTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN:**

1. The owner of the lot benefited shall be entitled to an easement for access over that part of the lot burdened for emergency vehicle and general public pedestrian and cyclist access only.
2. This easement may only be varied, modified or extinguished with the consent of South Sydney City Council.

**6. TERMS OF RESTRICTION ON USE SIXTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN:**

The owner of the lot burdened must provide on the lot burdened on-site stormwater detention at a rate that will ensure that the stormwater discharge from the total site area (including Lot 10 and Lot 1 DP1000368) does not exceed the maximum discharge rate permitted for the site by Sydney Water and by South Sydney City Council. This restriction may only be varied, modified or extinguished with the consent of South Sydney City Council.

**7. TERMS OF RESTRICTION ON USE SEVENTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN:**

The owner of the lot burdened may not erect on the lot burdened any building or buildings that serve to increase the floor space ratio for the lot burdened, Lot 10 and Lot 1 in DP 1000368 to a floor space ratio greater than 2.5 : 1 over the total ACI site provided that development is in accordance with the adopted Master Plan. This restriction may only be varied, modified or extinguished with the consent of South Sydney City Council.



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

**DP1004914**

Sheet 5 of 7 Sheets

Subdivision of Lot 2 DP 1000368  
covered by Council's Certificate  
No. of

**Full Name and Address  
of Proprietor of the Land:**

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 2 (Cont'd.)**

**8. TERMS OF EASEMENT FOR CONSTRUCTION PURPOSES EIGHTHLY REFERRED TO IN ABOVEMENTIONED PLAN:**

The owner of the lot benefited is permitted to undertake construction works on the lot burdened, but only within the site of this easement on the condition that:

- (i) the owner of the lot benefited, in exercising its rights pursuant to this easement, shall ensure that consistent access is maintained at all times between South Dowling Street and the land adjoining the Western boundary of the easement; and
- (ii) the owner of the lot benefited, at the completion of the construction works, reinstates the lot burdened to a condition satisfactory to the owner of the lot burdened.

**9. TERMS OF EASEMENT FOR SUPPORT NINTHLY REFERRED TO IN ABOVEMENTIONED PLAN:**

The owner of the lot burdened must provide support to the lot benefited but only within the site of this easement provided that the owner of the lot burdened is entitled to undertake construction works to the lot burdened on the condition that the lot benefited is provided with support both prior to and following completion of such construction works.

**10. TERMS OF RESTRICTION ON USE TENTHLY REFERRED TO IN ABOVEMENTIONED PLAN:**

The owner of the lot burdened may only use the lot burdened, but only within the site of this restriction on use which is marked 'P' on the plan, as open space and cannot construct or cause to be constructed any buildings over the lot burdened, but only within the site of this restriction on use which is marked 'P' on the plan.

The owner of the lot burdened shall not restrict pedestrian and cyclist access from Lot 10 over the lot burdened, but only within the site of this restriction on use which is marked 'P' on the plan.

This restriction may only be varied, modified or extinguished with the consent of South Sydney City Council.



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

Sheet 6 of 7 Sheets

**DP1004914**

Subdivision of Lot 2 DP 1000368  
covered by Council's Certificate  
No. of

**Full Name and Address  
of Proprietor of the Land:**

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 2 (Cont'd.)**

**11. TERMS OF EASEMENT FOR ENCROACHMENTS 2 WIDE ELEVENTHLY  
REFERRED TO IN ABOVEMENTIONED PLAN:**

The owner of the lot burdened shall permit the structures, services and overhangs attached to the building erected upon the lot benefited at the date of creation of this easement to remain and to be maintained by the owner of the lot benefited but only within the site of this easement.

**12. TERMS OF RESTRICTION ON USE TWELFTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN:**

The registered proprietor of the land burdened shall not permit the land to be used for residential purposes, other than tourist facilities, without the consent of South Sydney Council.





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

**DP1004914**

**Full Name and Address  
of Proprietor of the Land:**

Sheet 7 of 7 Sheets

Subdivision of Lot 2 DP 1000368  
covered by Council's Certificate  
No. of

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

THE COMMON SEAL OF  
MERITON APARTMENTS  
WAS HEREUNTO AFFIXED  
IN THE PRESENCE OF



*[Signature]*  
Director

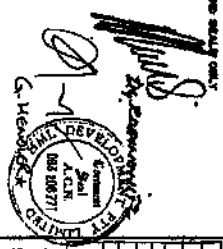
*[Signature]*  
Director

Executed by the Council of the  
City of South Sydney by its  
Attorney JOHN ALBERT HILTON  
pursuant to Power of Attorney  
registered Book 3829 No. 339

*[Signature]*  
*[Signature]*  
WITNESS  
LEGAL OFFICER



PLAN FORM 2



DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 17/07/2012

APPROVED BY: [Signature]  
DATE: 17/07/2012



DIRECTOR: [Signature]  
SECRETARY: [Signature]

NAME: [Blank]  
ADDRESS: [Blank]  
CITY: [Blank]  
STATE: [Blank]  
POST CODE: [Blank]

DATE: [Blank]  
TIME: [Blank]  
BY: [Blank]

REMARKS: [Blank]

MARK	EASTING	NORTHING	CLASS	RL
SSM 10272	395 063.59	6 247 997.457	B	100.00
SSM 10273	395 063.59	6 247 997.457	B	100.00
SSM 10274	395 063.59	6 247 997.457	B	100.00
SSM 10275	395 063.59	6 247 997.457	B	100.00
SSM 10276	395 063.59	6 247 997.457	B	100.00
SSM 10277	395 063.59	6 247 997.457	B	100.00
SSM 10278	395 063.59	6 247 997.457	B	100.00
SSM 10279	395 063.59	6 247 997.457	B	100.00
SSM 10280	395 063.59	6 247 997.457	B	100.00

ALL LEVELS SHOWN RELATIVE TO THE AUSTRALIAN HEIGHT DATUM  
SEE STRATHFORD NOTES ON SHEET 2

LINE	BEARING	DIST	ARC	RADIUS
1	64° 56' 45"	4.48		
2	67° 35' 00"	1.45		
3	67° 35' 00"	1.45		
4	67° 35' 00"	1.45		
5	67° 35' 00"	1.45		

6	210° 27' 15"	2
7	210° 27' 15"	2.5
8	210° 27' 15"	2.5
9	210° 27' 15"	2.57
10	210° 27' 15"	5.25
11	210° 27' 15"	3.74
12	35° 52' 45"	4.06
13	35° 52' 45"	0.94
14	35° 52' 45"	5.005
15	47° 20' 05"	2.375
16	47° 20' 05"	16.05



**DIAGRAM SHOWING EASEMENTS**

CREATED BY DP 1004914 & DP

**SCALE 1:1000**

DP1017691

Registrierung:  23.5.2009

(F) EXISTENT FOR SERVICES 2 WIDE  
 (G) EXISTENT FOR REPAIRS 2. H. 94  
 (H) VARIABLE WIDTH  
 (I) EXISTENT FOR ENCROACHMENTS 2 WIDE  
 (J) EXISTENT FOR ACCESS 7. MINOR  
 (K) EXISTENT FOR CONSTRUCTION PLANT ACCESS  
 (L) EXISTENT FOR SUPPORT  
 (M) RESTRICTION ON USE

Deputy Regional Anti-Corruption Act

APPROVED BY US CUSTOMER IN SUBJECT

**THE UNIVERSITY OF CHICAGO PRESS**

16. RIGHT OF CANCELLATION: IF UNDE  
QUOTED IN RIGHT & DEPTHO  
17. EASEMENT FOR ORCHARDING 4-5 WIDE  
QUOTED IN RIGHT  
18. POSITIVE COVENANT

1. RIGHT OF CARRIAGEWAY N. 75' 4"  
VARIABLE WIDTH (TIDE DPH000094)  
2. EASEMENT FOR OVERHANG 4'-3" WIDE  
(LIMITED IN HEIGHT) (TIDE DPH000094)

(0) RIGHT OF VEHICULAR ACCESS & WIDE  
(01) EASEMENT FOR CARPARKING & WIDE  
(5) RIGHT OF FOOTWAY & WIDE  
(6) EASEMENT FOR SERVICES & WIRE LIMITED IN DEPTH TO 7'0"  
(01) EASEMENT FOR SERVICES UNDER LOT (01)  
(0) EASEMENT FOR DRAIN WATER I.E. 2' WIDE  
(0) RIGHT OF ACCESS 1 WIDE & VAR. WIDTH  
(0) RIGHT OF ACCESS 1 WIDE  
(01) RIGHT OF CARPARK/EASEMENT 8-93 WIDE & VARIABLE WIDTH  
(01) RIGHT OF CARPARK/EASEMENT 4-2, 4-5 & 1 WIDE  
(04) EASEMENT FOR FIRE STAIRS 24' WIDE (WIDE DEPENDING ON HEIGHT OF ACCESS 2-51 & 4-51 WIDE & VARIABLE WIDTH  
(00) RIGHT OF ACCESS 1 WIDE  
(00) RIGHT OF ACCESS 4-5 WIDE  
(00) RIGHT OF CARPARK/EASEMENT 1 WIDE (LIMITED IN HEIGHT & DEPTH)  
OFFSET/EASEMENT FOR OVERHANG 4-5 WIDE (LIMITED IN HEIGHT & LIMITED IN DEPTH TO RL 977)

**SECTION THREE**

**NOT TO SCALE**

SECTION 4 OF NOTES

NOTE 1: PT 06 IS UNLIMITED IN HEIGHT AND DEPTH

NOTE 2: PT 06 IS LIMITED IN DEPTH TO THE INCLINED PLANE  
DEFINED BY THE LEVELS AT POINTS L, M, O, P & Y  
AND IS UNLIMITED IN HEIGHT

NOTE 3: PT 06 IS LIMITED IN DEPTH TO THE INCLINED PLANE  
DEFINED BY THE LEVELS AT POINTS P, Q, R, U & Y  
AND IS UNLIMITED IN HEIGHT

NOTE 4: PT 06 IS LIMITED IN DEPTH TO THE INCLINED PLANE  
DEFINED BY THE LEVELS AT POINTS R, S, T & U  
AND IS UNLIMITED IN HEIGHT

NOTE 5: PT 07 IS LIMITED IN DEPTH TO THE INCLINED PLANE  
DEFINED BY THE LEVELS AT POINTS S, H, P, Q, M & T  
AND IS UNLIMITED IN HEIGHT

NOTE 6: PT 07 IS LIMITED IN DEPTH TO THE INCLINED PLANE  
DEFINED BY THE LEVELS AT POINTS H, I, R, Q & P  
AND IS UNLIMITED IN HEIGHT

NOTE 7: PT 08 IS LIMITED IN DEPTH TO THE INCLINED PLANE  
DEFINED BY THE LEVELS AT POINTS Q, U & S  
AND IS UNLIMITED IN HEIGHT

NOTE 8: PT 07 IS LIMITED IN DEPTH TO THE INCLINED PLANE  
DEFINED BY THE LEVELS AT POINTS K, U, T & U  
AND IS UNLIMITED IN HEIGHT

NOTE 9: PT 07 IS LIMITED IN DEPTH TO THE INCLINED PLANE  
DEFINED BY THE LEVELS AT POINTS K, Y & U  
AND IS UNLIMITED IN HEIGHT

NOTE 10: PT 07 IS LIMITED IN DEPTH TO THE INCLINED PLANE  
DEFINED BY THE LEVELS AT POINTS K, Y & U  
AND IS UNLIMITED IN HEIGHT

NOTE 11: PT 07 IS LIMITED IN DEPTH TO THE INCLINED PLANE  
DEFINED BY THE LEVELS AT POINTS DEF, L, K, A & A  
AND IS UNLIMITED IN HEIGHT

NOTE 12: PT 07 IS LIMITED IN DEPTH TO A HORIZONTAL PLANE  
AT RL 379.0 AND IS UNLIMITED IN HEIGHT

NOTE 13: THE STRAIGHT BOUNDARIES DEFINED BY INCLINED PLANES  
IN NOTES 2-10 INCL ARE CO-INCIDENT WITH THE STRAIGHT  
BOUNDARIES OF LOT 10 (UNNOTED)

NOTE 14: PT 06 IS LIMITED TO A HORIZONTAL PLANE  
AT RL 379.0 AND IS UNLIMITED IN DEPTH

NOTE 15: PT 06 IS LIMITED TO A HORIZONTAL PLANE  
AT RL 379.0 AND IS UNLIMITED IN DEPTH

NOTE 16: HEIGHT OF WAY IS LIMITED IN HEIGHT TO A HORIZONTAL  
PLANE AT RL 379.0 AND IS LIMITED IN DEPTH TO THE INCLINED  
PLANE SLOPED BY THE LEVELS AT POINTS M, A, H, A2  
A3 & A4 AND BY A HORIZONTAL PLANE AT RL 373.08

### **SECTION THROUGH "A-B"**

NOT TO R.R.

(ZZ) EXCEPTION OF MINERALS-VIDE CROWN GUANT

LIMITED IN DEPTH TO PL. 377

SCALE 11000

— 5 —

**ADDITIONAL INFORMATION: 2241**



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

Lengths are in Metres

Sheet 1 of 12 Sheets

Plat

Subdivision of Lot 11 and easement for  
services over Lot 10 in DP 1004914  
covered by Council's Certificate  
No. 32 of 2001

**DP1017691**

Full Name and Address  
of Proprietor of the Land:

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 1**

1. Identity of Easement firstly referred to  
in the abovementioned plan:

Right of vehicular access 6 wide

**Schedule of Lots Affected**

Lot Burdened  
107

Lot or Authority Benefited  
106

2. Identity of Easement secondly referred  
to in the abovementioned plan:

Easement for carparking 7 wide

**Schedule of Lots Affected**

Lot Burdened  
107

Lot or Authority Benefited  
106

3. Identity of Easement thirdly referred to  
in the abovementioned plan:

Right of footway 2 wide

**Schedule of Lots Affected**

Lot Burdened  
107

Lot or Authority Benefited  
106

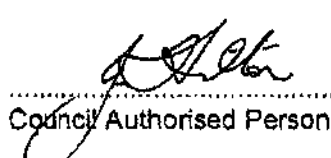
4. Identity of Easement fourthly referred to  
in the abovementioned plan:

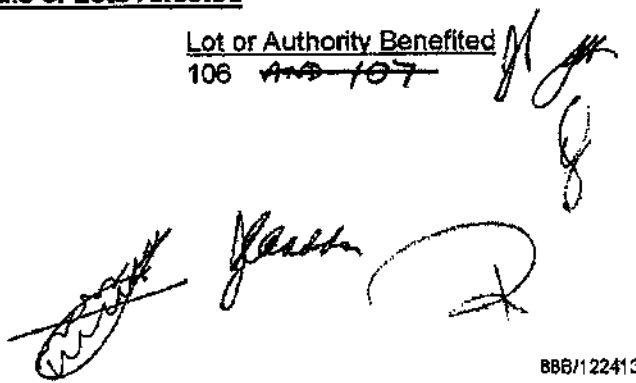
Easement for services 3 wide  
(limited in depth)

**Schedule of Lots Affected**

Lot Burdened  
10 in DP1004914

Lot or Authority Benefited  
106 ~~AND 107~~

  
Council Authorised Person

  
886/122413



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

Lengths are in Metres

Sheet 2 of 12 Sheets

**DP1017691**

Subdivision of Lot 11 and easement for  
services over Lot 10 in DP 1004914  
covered by Council's Certificate  
No. 32 of 2001

**PART 1** (Cont'd.)

5. Identity of Easement fifthly referred to  
in the abovementioned plan:

Easement for services 1 wide

**Schedule of Lots Affected**

Lot Burdened  
107

Lot or Authority Benefited  
106

6. Identity of Easement sixthly referred to  
in the abovementioned plan:

Easement to drain water 1 and 2  
wide

**Schedule of Lots Affected**

Lot Burdened  
107

Lot or Authority Benefited  
106

7. Identity of Easement seventhly referred  
to in the abovementioned plan:

Right of access 1 wide and variable  
width

**Schedule of Lots Affected**

Lot Burdened  
106

Lot or Authority Benefited  
South Sydney City Council

8. Identity of Easement eighthly referred  
to in the abovementioned plan:

Right of access 1 wide

**Schedule of Lots Affected**

Lot Burdened  
106

Lot or Authority Benefited  
South Sydney City Council

9. Identity of Easement ninthly referred to  
in the abovementioned plan:

Right of carriageway 8.53 wide and  
variable width

**Schedule of Lots Affected**

Lot Burdened  
106

Lot or Authority Benefited  
10 in DP1004914

  
Council Authorised Person

88B/122413



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

Lengths are in Metres

Sheet 3 of 12 Sheets

**DP1017691**

Subdivision of Lot 11 and easement for  
services over Lot 10 in DP 1004914  
covered by Council's Certificate  
No. 32 of 2001

**PART 1** (Cont'd.)

10. Identity of Easement tenthly referred  
to in the abovementioned plan:

Right of carriageway 4.2, 4.5 and 11  
wide

**Schedule of Lots Affected**

Lot Burdened  
107

Lot or Authority Benefited  
10 in DP1004914

11. Identity of Easement eleventhly  
referred to in the abovementioned plan:

Right of access 12.53 and 8.53 wide  
and variable width

**Schedule of Lots Affected**

Lot Burdened  
106

Lot or Authority Benefited  
South Sydney City Council

12. Identity of Positive Covenant twelfthly  
referred to in the abovementioned plan:

Positive Covenant

**Schedule of Lots Affected**

Lot Burdened  
106

Lot or Authority Benefited  
South Sydney City Council

13. Identity of Restriction thirteenthly  
referred to in the abovementioned plan:

Restriction on use

**Schedule of Lots Affected**

Lot Burdened  
106

Lot or Authority Benefited  
South Sydney City Council


14. Identity of Easement fourteenthly  
referred to in the abovementioned plan:

Easement to drain water 4.5 wide

**Schedule of Lots Affected**

Lot Burdened  
106

Lot or Authority Benefited  
Part 107 defined by points G, I, S,  
Q, O, N & M on Sheet 2 of DP

  
Council Authorised Person

    
88B/122413



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

Lengths are in Metres

Sheet 4 of 12 Sheets

**DP1017691**

Subdivision of Lot 11 and easement for  
services over Lot 10 in DP 1004914  
covered by Council's Certificate  
No. **32** of **2001**

**PART 1 (Cont'd.)**

15. Identity of Easement fifteenthly referred  
to in the abovementioned plan:

Right of access 4.5 wide

**Schedule of Lots Affected**

Lot Burdened  
107

Lot or Authority Benefited  
106

16. Identity of easement sixteenthly  
referred to in the abovementioned plan:

Right of carriageway 11 wide  
(limited in height & depth)

**Schedule of Lots Affected**

Lot Burdened  
10 DP 1004914

Lot Benefited  
107

17. Identity of Easement seventeenthly  
referred to in the abovementioned plan:

Easement for overhang 4.5 wide  
(limited in height)

**Schedule of Lots Affected**

Lot Burdened  
107

Lot Benefited  
10 DP 1004914

18. Identity of Positive Covenant eighteenthly  
referred to in the abovementioned plan:

Positive Covenant

**Schedule of Lots Affected**

Lot Burdened  
106

Lot or Authority Benefited  
South Sydney City Council

  
Council Authorised Person

88B/122413



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

Lengths are in Metres

Sheet 5 of 12 Sheets

**DP1017691**

Subdivision of Lot 11 and easement for  
services over Lot 10 in DP 1004914  
covered by Council's Certificate  
No. 32 of 2001

**PART 1A**

1. Identity of Easement to be released  
firstly referred to in the abovementioned  
plan:

Right of carriageway 11, 15 and  
variable width (vide DP1004914)

**Schedule of Lots Affected**

Lot Burdened  
Lot 11 DP1004914

Lot Benefited  
Lot 10 DP1004914

2. Identity of Easement to be released  
secondly referred to in the  
abovementioned plan:

Easement for overhang 4.5 wide  
(limited in height) (DP 1004914)

**Schedule of Lots Affected**

Lot Burdened  
Lot 11 DP1004914

Lot Benefited  
Lot 10 DP1004914


**PART 2**




1. TERMS OF RIGHT OF VEHICULAR ACCESS 6 WIDE FIRSTLY REFERRED TO IN  
ABOVEMENTIONED PLAN:

- (i) The owner of the lot benefited shall be entitled to an easement for vehicular access over that part of the lot burdened for car and vehicular access only.
- (ii) This easement will be extinguished at such time as the land comprising the site of the easement is transferred to a government authority or South Sydney City Council, or is dedicated as Public Road.

2. TERMS OF EASEMENT FOR CARPARKING 7 WIDE SECONDLY REFERRED TO IN  
ABOVEMENTIONED PLAN:

The owner of the lot benefited shall be entitled to park vehicles and construct and maintain temporary carports over that part of the lot burdened until such time as that part of the lot burdened is transferred to a government authority or South Sydney City Council, or is dedicated as Public Road.

  
Council Authorised Person

    
88B/122413



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

Lengths are in Metres

Sheet 6 of 12 Sheets

**DP1017691**

Subdivision of Lot 11 and easement for  
services over Lot 10 in DP 1004914  
covered by Council's Certificate  
No. 32 of 2001

**PART 2 (Cont'd.)**

**4. TERMS OF EASEMENT FOR SERVICES 3 WIDE (LIMITED IN DEPTH) FOURTHLY  
REFERRED TO IN ABOVEMENTIONED PLAN:**

1. The body having the benefit of this easement has the right:
  - (a) to provide services through the lot burdened, but only within the site of this easement; and
  - (b) with any materials, tools, implements, plant and equipment necessary, to enter on the lot burdened but only within the site of this easement, and remain there for any reasonable time for the purpose of constructing, inspecting, cleaning, maintaining, repairing, augmenting, renewing or replacing the services;

subject to the conditions set out in paragraph 2 below, which conditions are agreements between the registered proprietor of the lot burdened from time to time and the body having the benefit of this easement from time to time.

2. In exercising the rights created by this easement, the body having the benefit of this easement must:
  - (a) ensure that all work is done in a proper and workmanlike manner;
  - (b) ensure that there is as little disturbance or damage as possible to the lot burdened and its use and must, if there is any disturbance or damage to the lot burdened, as soon as reasonably practical and at its own costs and expense, restore the lot burdened to its original condition;
  - (c) except where urgent maintenance is required, give to the registered proprietor of the lot burdened not less than 24 hours written notice of its intention to exercise rights to carry out work under this easement; and
  - (d) except where urgent maintenance is required, only carry out work under this easement during the hours of the day or night during which work may be carried out as prescribed by the registered proprietor of the lot burdened, acting reasonably.

  
Council Authorised Person

68B/122413



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

Lengths are in Metres


Sheet 7 of 12 Sheets


**DP1017691**

Subdivision of Lot 11 and easement for  
services over Lot 10 in DP 1004914  
covered by Council's Certificate  
No. 32 of 2001

**PART 2 (Cont'd.)**

3. If the registered proprietor of the lot burdened at any time requires use of that part of the lot burdened within the site of this easement for any lawful development purpose:
- (a) the registered proprietor of the lot burdened may serve a notice on the body having the benefit of this easement, requiring any services located within the site of this easement to be temporarily or permanently relocated to an alternative site within either the lot burdened or the lot benefited, determined by the registered proprietor of the lot burdened;
  - (b) the body having the benefit of this easement must, at its own cost and expense, as soon as practicable after receiving such notice, remove all services from the site of this easement, and relocate them to the alternative site referred to in the notice, and the provisions of paragraph 2 of this easement will apply in respect of any such works;
  - (c) if the services are required to be temporarily relocated pursuant to this paragraph 3, the parties agree that:
    - (i) if the alternative site to which the services are temporarily relocated is within the lot burdened, that site will be deemed to be the site of this easement until such time as the services are restored to their original location;
    - (ii) upon completion of the works being carried out on the site of this easement, the registered proprietor of the lot burdened must serve a notice on the body having the benefit of this easement requiring the services to be relocated, at the cost and expense of the body having the benefit of this easement, to the site of this easement (being the original location of the services); and
    - (iii) the provisions of paragraph 2 of this easement will apply in respect of any works done in removing the services from the relocated site and restoring them to the site of this easement; and

  
.....  
Council Authorised Person

  
  
  
88B/122413



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

Lengths are in Metres

Sheet 8 of 12 Sheets

**DP1017691**

Subdivision of Lot 11 and easement for  
services over Lot 10 in DP 1004914  
covered by Council's Certificate  
No. 32 of 2001

**PART 2 (Cont'd.)**

(d) If the services are required to be permanently relocated pursuant to this paragraph 3, the parties agree that:

(i) this easement will be released; and

(ii) If the alternative site to which the services are permanently relocated is within the lot burdened, an easement in the same terms as this easement will be granted by the registered proprietor of the lot burdened in favour of the body having the benefit of this easement, within the site of that part of the lot burdened to which the services have been relocated.

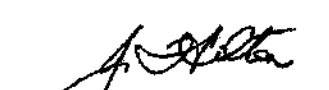
4. For the purposes of this easement services means any services reasonably required for use of domestic property, and includes the supply of water, gas, electricity, telephone and television and discharge of sewerage, sullage and other fluid wastes.

**7, 8. TERMS OF RIGHT OF ACCESS SEVENTHLY, EIGHTHLY AND ELEVENTHLY  
& 11. REFERRED TO IN ABOVEMENTIONED PLAN:**

The Authority benefited shall be entitled to an easement for access over that part of the lot burdened for general public pedestrian and cyclist access only.

**10. TERMS OF RIGHT OF CARRIAGEWAY 4.2, 4.5 and 11 WIDE TENTHLY  
REFERRED TO IN ABOVEMENTIONED PLAN:**

Right of Carriageway within the meaning of schedule VII Part 1 of the Conveyancing Act 1919 (as amended), provided, however, that there will be no right of carriageway over that part of the lot burdened by this easement and also burdened by an easement for fire stairs while ever fire stairs remain constructed on that part of the lot burdened so as to impede its use as a right of carriageway.

  
Council Authorised Person

   
888/122413



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

Lengths are in Metres

Sheet 9 of 12 Sheets

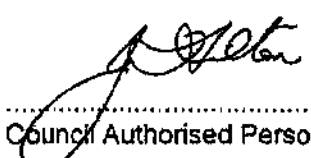
**DP1017691**


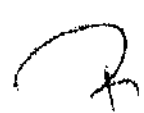

Subdivision of Lot 11 and easement for  
services over Lot 10 in DP 1004914  
covered by Council's Certificate  
No. 32 of 2001

**PART 2 (Cont'd.)**

**12. TERMS OF POSITIVE COVENANT TWELFTHLY REFERRED TO IN**  
**ABOVEMENTIONED PLAN:**

1. The Registered Proprietor of the lot burdened shall install and maintain at its cost, solely for the purpose of discharging stormwater, a 300 mm diameter private connection ("the private pipe") to Council's drainage pit, identified as P1 on the stormwater drainage plan D100 Issue A titled "Heritage Building Stormwater Drainage Connection" held at the offices of the South Sydney City Council. The Registered Proprietor of the lot burdened specifically acknowledges that if trade wastes are discharged through the private pipe, Council has the right to disconnect the pipe at the cost of the Registered Proprietor.
2. The Registered Proprietor of the lot burdened indemnifies Council against any responsibility for damage to any Property which might arise due to the inadequacy, blockage or surcharging of Council's drainage system in any land to which the private pipe is connected.
3. The Registered Proprietor of the lot burdened is not entitled to make any claim against Council should Council abandon or relocate the drainage pit referred to in Clause 1 of this covenant.
4. The Registered Proprietor of the lot burdened accepts full responsibility for all claims that might be made by any party as a result of the construction of or the presence of the private pipe beneath any land owned by Council and indemnifies Council against any claim that might arise from the Council having granted approval to the Registered Proprietor of the lot burdened for the connection of the private pipe to Council's stormwater drainage system".
5. The Registered Proprietor will:
  - (a) permit stormwater runoff to be temporarily detained by the system;
  - (b) at all times keep the system clean and free of silt, rubbish and debris;

  
.....  
Council Authorised Person

  
  
  
88B/122413



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

Lengths are in Metres

Sheet 10 of 12 Sheets

**DP1017691**

Subdivision of Lot 11 and easement for  
services over Lot 10 in DP 1004914  
covered by Council's Certificate  
No. 32 of 2001

**PART 2 (Cont'd.)**

- (c) maintain, renew and repair the whole or part of the system so that it functions at all times in a safe and efficient manner, and in doing so complete the same within the time and in the manner specified in any written notice issued by the Council;
- (d) at no expense to the Council carry out the matters referred to in paragraphs (b) and (c);
- (e) not make any alterations or additions to the system or its elements without the Council's prior written consent;
- (f) permit the Council or its authorised agents upon giving reasonable notice to enter and inspect the land for compliance with the requirements of this clause;
- (g) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice;
- (h) keep and continue to possess a specification for procedures for the purpose of maintaining the system (e.g. inspect every 6 months and after storms, clear any blockage and replace geofabrics periodically and other necessary maintenance required by the specification).

6. If the Registered Proprietor fails to comply with the terms of any written notice served in respect of the matters in clause 5(c), the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the Registered Proprietor the cost of carrying out the work. If necessary Council may recover the amount due by legal proceedings (including legal costs and fees) and registration of a charge over the property under Section 88F(4) of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible, and shall make good any damage which it causes in doing such work.

  
Council Authorised Person

    
88B/122413



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

Lengths are in Metres

Sheet 11 of 12 Sheets

**DP1017691**

Subdivision of Lot 11 and easement for  
services over Lot 10 in DP 1004914  
covered by Council's Certificate  
No. 32 of 2001

**PART 2 (Cont'd.)**

For the purposes of this positive covenant:

"Council" means the Applicant being the Council of the City of South Sydney and any successor body;

"Property" means the land in Folio Identifier 106/ ..... and includes each and every part of any subdivision of the Property;

"Registered Proprietor" means the registered proprietor (for the time being) of the Property and includes the body corporate of any strata scheme which may be registered in respect of the Property.

**13. TERMS OF RESTRICTION ON USE THIRTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN:**

The owner of the lot burdened may not erect any building on the lot burdened which will serve to increase the total gross floor area of the site to an area greater than 1284m<sup>2</sup>.

**16. TERMS OF RIGHT OF CARRIAGEWAY 11 WIDE (LIMITED IN HEIGHT & DEPTH) SIXTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN:**

Right of carriageway within the meaning of schedule VIII Part 1 of the Conveyancing Act 1919 (as amended) together with the right to extinguish this easement, without the need to obtain the consent of any other party, if the site of the easement is required by the registered proprietor of the lot burdened for use in connection with any lawful development purpose.

**17. TERMS OF EASEMENT FOR OVERHANG 4.5 WIDE (LIMITED IN HEIGHT) SEVENTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN:**

The owner of the lot benefited is permitted to erect overhanging awnings attached to the building erected upon the lot benefited but only within the site of this easement.

.....  
Council Authorised Person

888/122413



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

Lengths are in Metres

Sheet 12 of 12 Sheets

**DP1017691**

Subdivision of Lot 11 and easement for  
services over Lot 10 in DP 1004914  
covered by Council's Certificate  
No. 32 of 2001

**PART 2 (Cont'd.)**

**18. TERMS OF POSITIVE COVENANT EIGHTEENTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN:**

The Registered Proprietor of the lot burdened is responsible for the preservation, maintenance and upkeep of the stormwater detention tank and associated drainage lines, identified respectively as SDT and DL1 and DL2 on the Council approved drainage plan D100 Issue A titled "Heritage Building Stormwater Drainage Connection" held at the offices of South Sydney City Council.

EXECUTED BY HML DEVELOPMENT PTY  
LTD (ACN 083 203 771)  
BY  
*[Signature]* D.G. EARNOWITZ SECRETARY  
*[Signature]* G. HENDLER DIRECTOR

Executed by the Council of the  
City of South Sydney by its  
Attorney JOHN ALBERT HILTON  
pursuant to Power of Attorney  
registered Book 3829 No. 339

SIGNED SEALED AND DELIVERED  
For and on behalf of  
ST GEORGE BANK LIMITED  
(A.C.N. 055 513 070) by its  
attorneys under power of  
attorney registered No. 125  
Book 4182

*[Signature]*  
*[Signature]*  
J.S. MADDOX



Council Authorised Person

SECRETARY

ATTORNEY  
Print Name:  
Position Held:

*[Signature]*  
Malcolm Matheson  
Administration Manager

ATTORNEY  
Print Name:  
Position Held:

*[Signature]*  
Michael Bentley  
Credit Analyst

WITNESS

Print Name:

*[Signature]*  
Rebecca Kathleen Paterson

REGISTERED

888/122413

23-5-2001



PLAN FORM 2

RECKONING AND BEARS ONLY



*David J. Smith*  
DIRECTOR

*David J. Smith*  
DIRECTOR

MARK	DATE	DESCRIPTION	REMARKS
PM 46923	3/9/2012	6.247 894.239 56	B
PM 46924	3/9/2012	6.247 894.239 56	B
TS 10625	3/9/2012	6.247 894.239 56	A

SEE SHEET 12 FOR SCHEDULES OF SHORT LINE CONNECTIONS AND REFERENCE MARKS

SEE SHEET 13 FOR SCHEDULES OF SHORT LINE CONNECTIONS AND REFERENCE MARKS

SEE SHEET 14 FOR SCHEDULES OF SHORT LINE CONNECTIONS AND REFERENCE MARKS

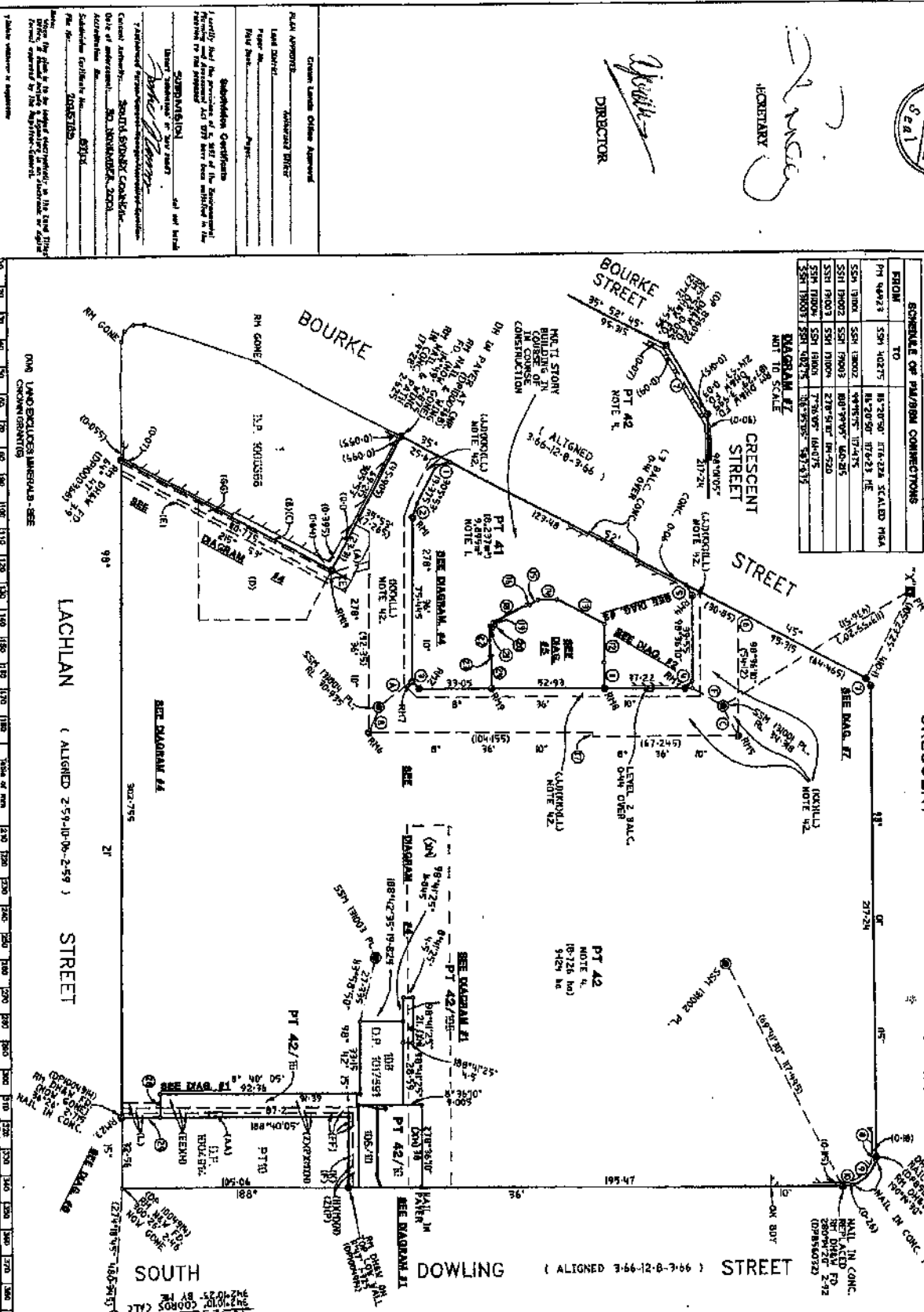
FROM	TO	DESCRIPTION
PM 46923	PM 46924	6.247 894.239 56
PM 46924	TS 10625	6.247 894.239 56
TS 10625	PM 46923	6.247 894.239 56

ALL LINES SHOWN BELONG TO THE AUSTRALIAN HEIGHT DATUM  
ORIGIN OF LINES PM 46923 IS 3300 ACCURACY CLASS LB & 3300  
ORIGIN OF LINES PM 46924 IS 3300 ACCURACY CLASS LB & 3300  
ORIGIN OF LINES TS 10625 IS 3300 ACCURACY CLASS LB & 3300

REFER TO SHEET 2 FOR NOTES TO THE PLAN  
NOTES, DIAGRAMS AND SECTIONS  
DERIVE PLANS OF THE SURVEY

PLAN OF SUBDIVISION OF  
LOT 17 DOWLING ST

PLAN OF SUBDIVISION OF  
LOT 17 DOWLING ST



PLAN OF SUBDIVISION OF  
LOT 17 DOWLING ST



Registered 11-12-2004

Delaware Dist. Court

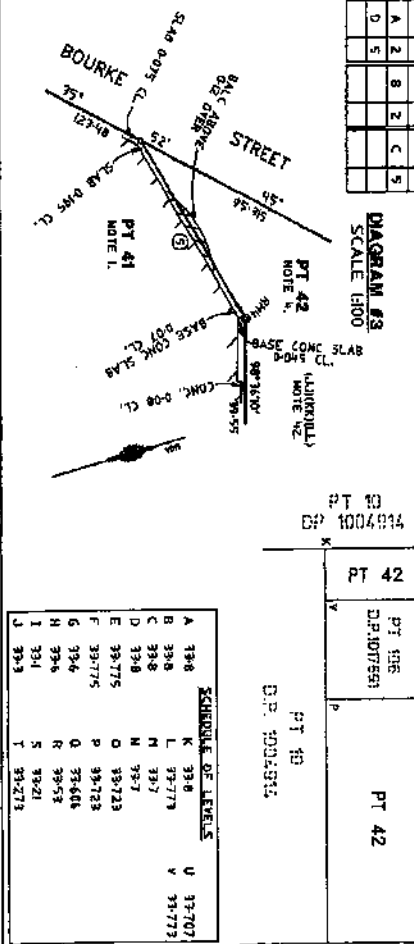
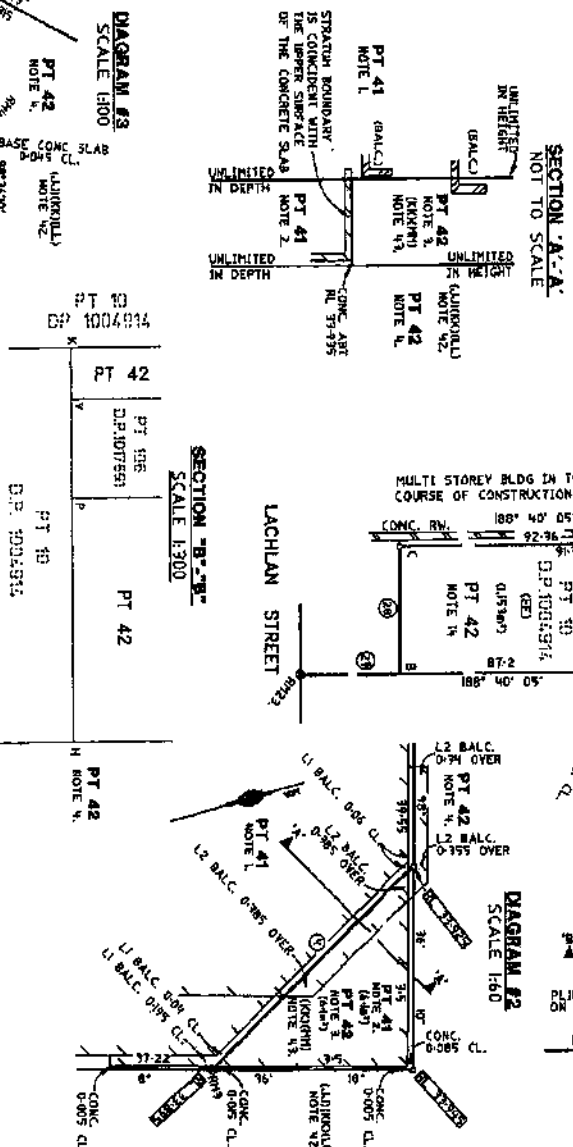
7700 is not up & at the same or 15  
should be revised by my Committee on 6/2/60  
-4-

SCHEDULE OF SHORT ARCS		
CHORD	BEARING & DISTANCE	ARC RADIUS
9	32° 20' 05" 15-505	16-105 15-965

SCHEDULE OF CONNECTIONS		
(A)	32°4'28"	22-4-3
(B)	12°4'57"	8-7-9
(C)	71°41"	M-24
(E)	40°50'15"	17-4-4

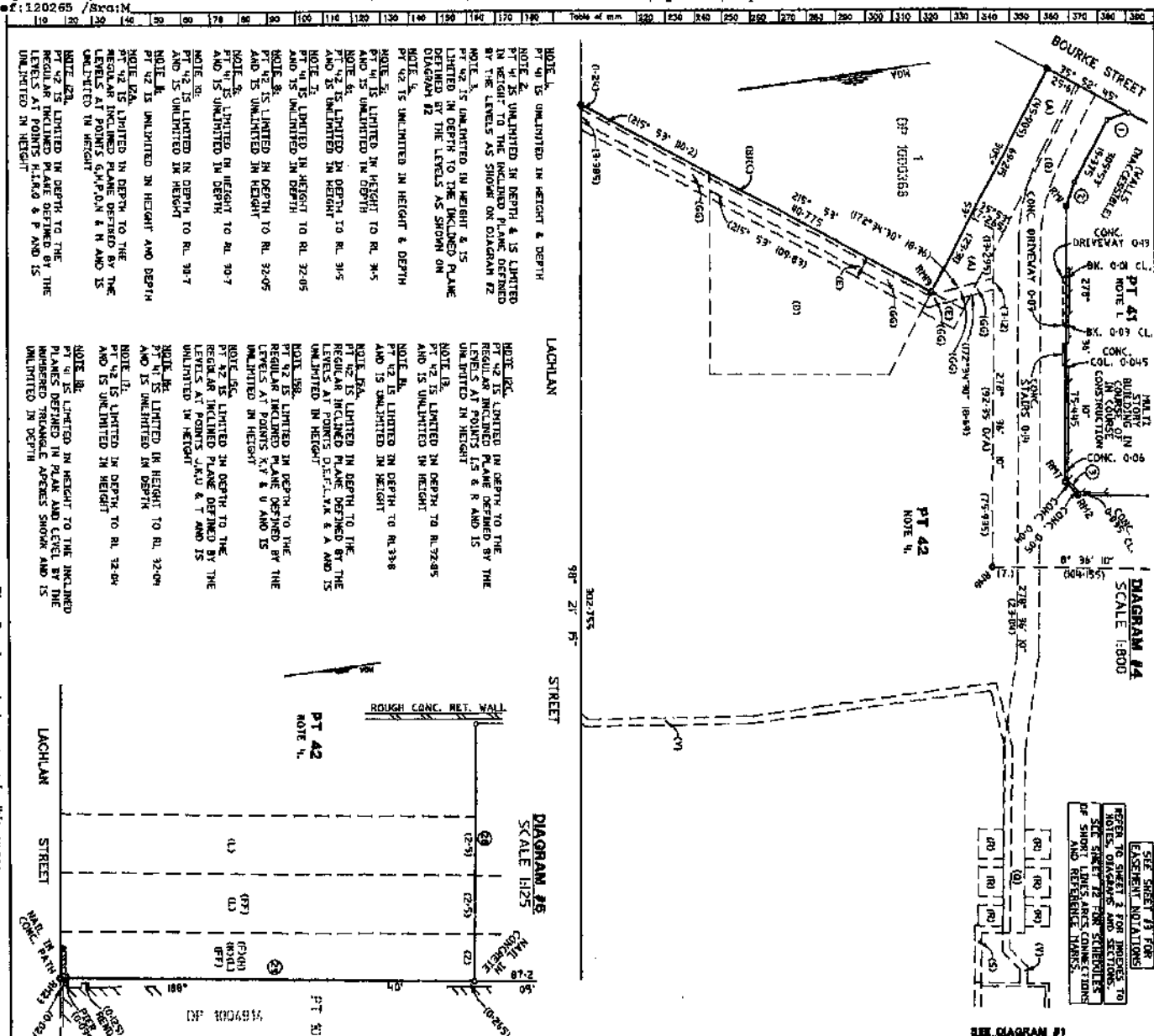
		1-3	DIAGRAM
		2	SHEET
		4	DIAGRAM
		7	
		3	SHEET
		5	DIAGRAM
		4	SHEET

INDEX TO SECTIONS		
1	A	SECTION#
5	2	SHEET#
	8	SECTION#
	2	SHEET#
	C	SECTION#
	5	SHEET#



SCHEDULE OF LEVELS			
A	136	R	33.8
B	33.8	L	33.773
C	33.8	M	33.7
D	33.8	N	33.7
E	33.775	O	33.723
F	33.775	P	33.723
G	33.6	Q	33.648
H	33.6	R	33.53
I	33.4	S	33.41
J	33.3	T	33.273
		U	33.707
		V	33.773





Plan Drawing only to appear in this space

[illegible]

Registered: 11-12-

© 2001 S.H. MONTGOMERY

Salvatore Dine - Trust

### Statutory references under Surveyors Act 2013

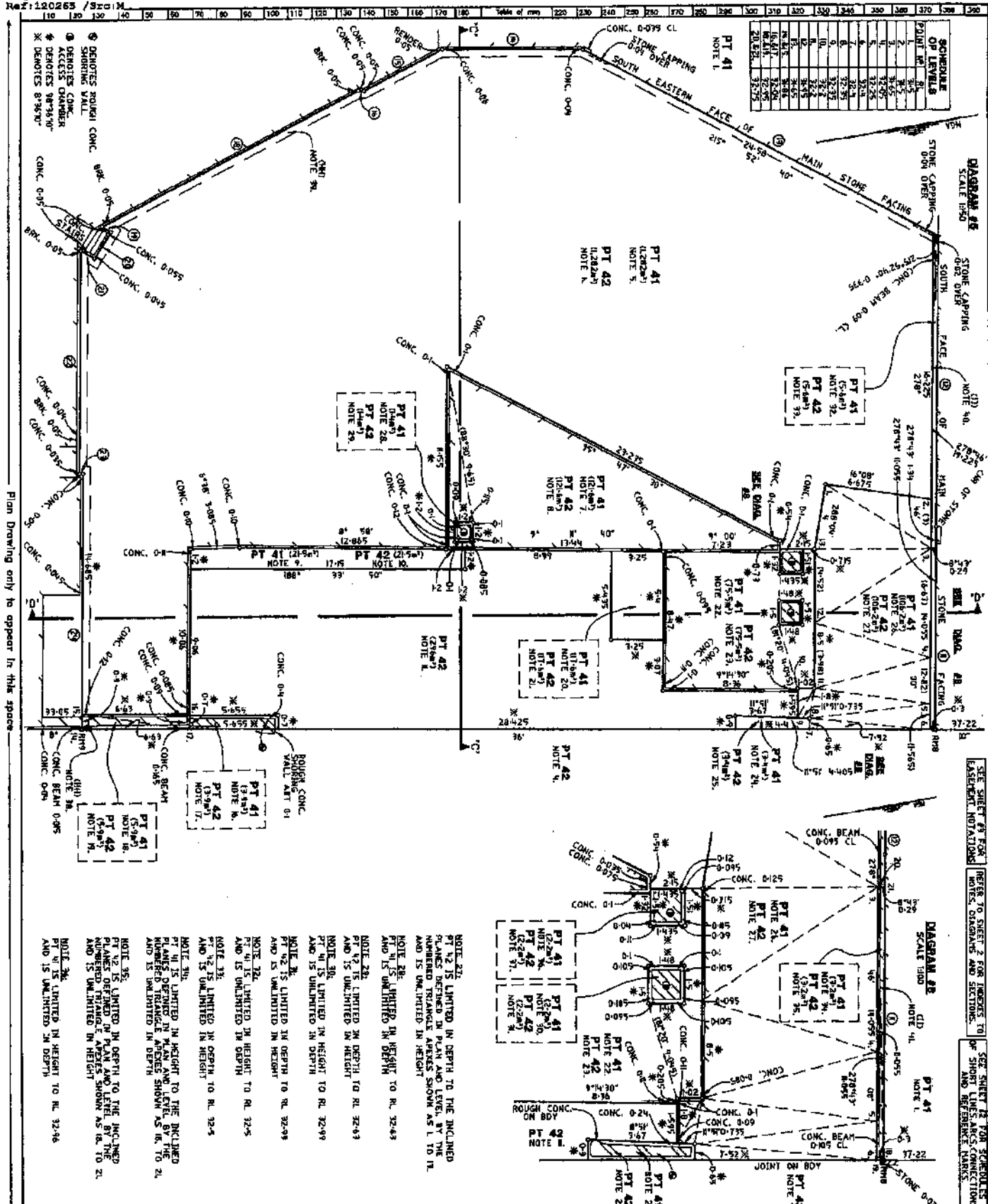
अनुसंधान के लिए आवश्यक है कि हमें अपने


**◆ 1987年**

### Reduction Ratio 1:

## CONVERTING TO AFRICAN TIME





<p>DP1035823</p> <p>Registered:  11-12-2001</p> <p>This is subject to the provisions of section 126 of the Copyright, Designs and Patents Act 1988.</p> <p><i>Large Print-Book</i></p> <p>Copyright registered under the Copyright Act 1988</p> <p><i>David Thomas</i></p> <p>Copyright Clearance Center</p>	<p>This is subject to the provisions of section 126 of the Copyright, Designs and Patents Act 1988.</p> <p>Copyright registered under the Copyright Act 1988</p>	<p>This is subject to the provisions of section 126 of the Copyright, Designs and Patents Act 1988.</p> <p>Copyright registered under the Copyright Act 1988</p>
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**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

SEE SHEET M2 FOR SCHEDULES  
OF SHORT LINES, ARCS, CONNECTION  
AND REFERENCE MARKS.

SEE SHEET 13 FOR  
EASEMENT NOTATIONS

**DP1035823**

●

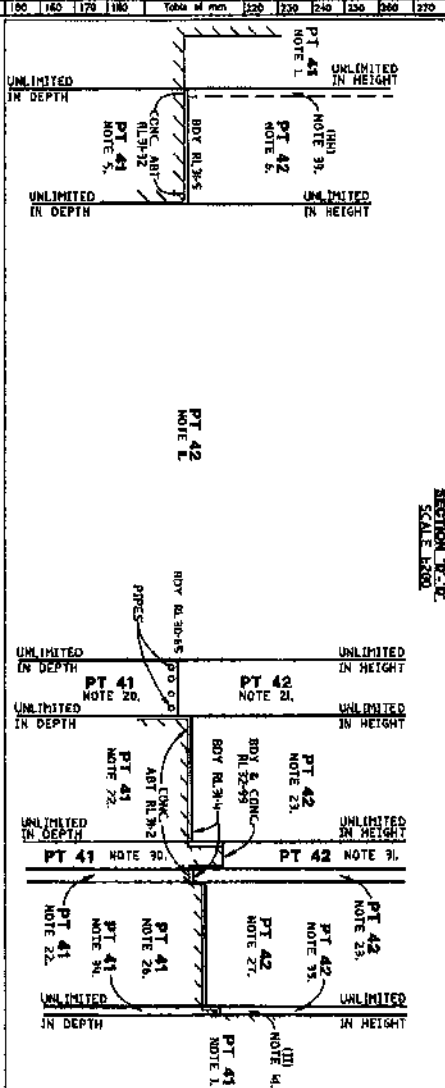
of my first 45 short  
number 2001

you have - Thank

**Wolfgang Iversen and David Collier**

27 Jan 68 at 10:00 AM

or by hand/cipher in any point on form here:



NOTE 30:  
EASMENT (H) IS LIMITED IN DEPTH TO THE LOWER STRATUM LIMIT OF PT 42 AS DEFINED BY NOTE 1 AND IS UNLIMITED IN HEIGHT

NOTE 31:  
EASMENT (H) IS LIMITED IN DEPTH TO THE LOWER STRATUM LIMIT OF PT 42 AS DEFINED BY NOTE 6 AND IS UNLIMITED IN HEIGHT

NOTE 32:  
EASMENT (H) IS LIMITED IN DEPTH TO THE LOWER STRATUM LIMIT OF PT 42 AS DEFINED BY NOTE 33 AND IS UNLIMITED IN HEIGHT

NOTE 33:  
EASMENT (H) IS LIMITED IN DEPTH TO THE LOWER STRATUM LIMIT OF PT 42 AS DEFINED BY NOTE 35 AND IS UNLIMITED IN HEIGHT

NOTE 34:  
EASMENT (H) IS LIMITED IN DEPTH TO THE LOWER STRATUM LIMIT OF PT 42 AS DEFINED BY NOTE 35 AND IS UNLIMITED IN HEIGHT

NOTE 35:  
EASMENTS SHOWN ARE UNLIMITED IN HEIGHT AND DEPTH

NOTE 36:  
EASMENTS SHOWN ARE LIMITED IN DEPTH TO THE LOWER STRATUM LIMIT OF PT 42 AS DEFINED BY NOTE 3 AND ARE UNLIMITED IN HEIGHT

**Plan Drawing only to appear in this space**

### Subsetting of matrices: `matrix[rows, columns]`



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

Sheet 1 of 6 Sheets

**DP1035823**

**Full Name and Address  
of Proprietor of the Land:**

Subdivision of Lot 107 DP 1017691  
covered by Council's Certificate  
No. 87/01 of 30-11-2001  
Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 1**

1. Identity of Easement firstly referred to in  
the abovementioned plan:

Easement to Drain Water 3 wide (GG)

**Schedule of Lots Affected**

Lot Burdened  
42

Lot or Authority Benefited  
41

2. Identity of Easement secondly referred  
to in the abovementioned plan:

Easement for Encroaching Structures  
0.3 wide (HH) limited in depth

**Schedule of Lots Affected**

Lot Burdened  
42

Lot or Authority Benefited  
41

3. Identity of Easement thirdly referred to  
in the abovementioned plan:

Easement for Encroaching Structures  
variable width (II) limited in depth

**Schedule of Lots Affected**

Lot Burdened  
42

Lot or Authority Benefited  
41

4. Identity of Easement fourthly referred to  
in the abovementioned plan:

Easement for Encroaching Structures  
4 wide (JJ)

**Schedule of Lots Affected**

Lot Burdened  
42

Lot or Authority Benefited  
41

cf

R



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

Sheet 2 of 6 Sheets

**DP1035823**

**Full Name and Address  
of Proprietor of the Land:**

Subdivision of Lot 107 DP 1017691  
covered by Council's Certificate  
No. of  
Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 1 (Cont'd.)**

**5. Identity of Easement fifthly referred to in  
the abovementioned plan:**

Easement for Access variable width  
(KK) limited in depth

**Schedule of Lots Affected**

**Lot Burdened**  
42

**Lot or Authority Benefited**  
41

**6. Identity of Easement sixthly referred to  
in the abovementioned plan:**

Easement for Services variable width  
(LL)

**Schedule of Lots Affected**

**Lot Burdened**  
42

**Lot or Authority Benefited**  
41

**7. Identity of Easement seventhly referred  
to in the abovementioned plan:**

Easement for Encroaching Structures  
variable width (MM) limited in depth

**Schedule of Lots Affected**

**Lot Burdened**  
42

**Lot or Authority Benefited**  
41

**PART 2**

**1. TERMS OF EASEMENT FOR ENCROACHING STRUCTURES SECONDLY,  
THIRDLY, FOURTHLY AND SEVENTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

1) The owner of the lot benefited:

- (a) may insist that the parts of the structure (the encroaching structure) on the lot benefited which, existed when this easement was created or will exist by 31/12/02, encroached on the lot burdened remain, but only to the extent they are within the site of this easement, and

Y

Q



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

**DP1035823**

**Full Name and Address  
of Proprietor of the Land:**

Sheet 3 of 6 Sheets

Subdivision of Lot 107 DP 1017691  
covered by Council's Certificate  
No. of

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 2 (Cont'd.)**

- (b) must keep the encroaching structure in good repair and safe condition, and
- (c) may do anything reasonably necessary for those purposes, including:
  - entering the lot burdened, and
  - taking anything on to the lot burdened, and
  - carrying out work.
- 2) In exercising those powers, the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) restore the lot burdened as nearly as is practicable to its former condition, and
  - (d) make good any collateral damage.
- 3) The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.
- 4) The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.
- 5) This easement, or part of this easement, shall be extinguished at such time as that part of the lot burdened is dedicated as Public Place.





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

Sheet 4 of 6 Sheets

**DP1035823**

**Full Name and Address**  
**of Proprietor of the Land:**

Subdivision of Lot 107 DP 1017691  
covered by Council's Certificate  
No.                      of  
Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 2 (Cont'd.)**

**2. TERMS OF EASEMENT FOR ACCESS FIFTHLY REFERRED TO IN THE**  
**ABOVEMENTIONED PLAN:**

- 1) The owner of the lot benefited may:
  - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement, to get to or from the lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - entering the lot burdened, and
    - taking anything on to the lot burdened, and
    - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- 2) In exercising those powers, the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
- 3) This easement, or part of this easement, shall be extinguished at such time as that part of the lot burdened is dedicated as Public Place.





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

Sheet 5 of 6 Sheets

**DP1035823**

**Full Name and Address  
of Proprietor of the Land:**

Subdivision of Lot 107 DP 1017691  
covered by Council's Certificate  
No.                      of  
Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 2** (Cont'd.)

**3. TERMS OF EASEMENT FOR SERVICES SIXTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

- 1) The body having the benefit of this easement may:
  - (a) provide domestic services supplied by that body through each lot burdened, but only within the site of this easement, and
  - (b) do anything reasonably necessary for that purpose, including:
    - entering the lot burdened, and
    - taking anything on to the lot burdened, and
    - carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
- 2) In exercising those powers, the body having the benefit of this easement must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
- 3) For the purposes of this easement, domestic services includes supply of water, gas, electricity, telephone and television and discharge of sewage, sullage, stormwater and other fluid wastes.
- 4) This easement, or part of this easement, shall be extinguished at such time as that part of the lot burdened is dedicated as Public Place.





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

Sheet 6 of 6 Sheets

**DP1035823**

**Full Name and Address**  
**of Proprietor of the Land:**

Subdivision of Lot 107 DP 1017691  
covered by Council's Certificate  
No. of

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000



  
DIRECTOR

  
SECRETARY

REGISTERED  11-12-2001



FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

STRATA CERTIFICATE

Name of Trust/Body/Association: SOUTH SYDNEY  
Being satisfied that the requirements of the Strata Schemes Management Act 1973 have been complied with in relation to the proposed subdivision of the lot, the Registrar is satisfied that the proposed subdivision is in accordance with the Act.

Strata plan

Strata plan

Strata plan

Strata plan

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Strata plan

SURVEYOR'S CERTIFICATE

1. WAYNE ALLEN DIVER-TUCK  
2. JOHN B WHITE P/L HURSTVILLE  
ACN 001 169 373

2. The Surveyor is satisfied that the proposed subdivision is in accordance with the Act and that the proposed subdivision is in accordance with the Act.

Wayne Allen Diver-Tuck

Surveyor

Date: 20th JANUARY 2002

3. The Surveyor is satisfied that the proposed subdivision is in accordance with the Act and that the proposed subdivision is in accordance with the Act.

Wayne Allen Diver-Tuck

Surveyor

Date: 20th JANUARY 2002

4. The Surveyor is satisfied that the proposed subdivision is in accordance with the Act and that the proposed subdivision is in accordance with the Act.

Wayne Allen Diver-Tuck

Surveyor

Date: 20th JANUARY 2002

5. The Surveyor is satisfied that the proposed subdivision is in accordance with the Act and that the proposed subdivision is in accordance with the Act.

Wayne Allen Diver-Tuck

Surveyor

Date: 20th JANUARY 2002

6. The Surveyor is satisfied that the proposed subdivision is in accordance with the Act and that the proposed subdivision is in accordance with the Act.

Wayne Allen Diver-Tuck

Surveyor

Date: 20th JANUARY 2002

7. The Surveyor is satisfied that the proposed subdivision is in accordance with the Act and that the proposed subdivision is in accordance with the Act.

Wayne Allen Diver-Tuck

Surveyor

Date: 20th JANUARY 2002

8. The Surveyor is satisfied that the proposed subdivision is in accordance with the Act and that the proposed subdivision is in accordance with the Act.

Wayne Allen Diver-Tuck

Surveyor

Date: 20th JANUARY 2002

9. The Surveyor is satisfied that the proposed subdivision is in accordance with the Act and that the proposed subdivision is in accordance with the Act.

Wayne Allen Diver-Tuck

Surveyor

Date: 20th JANUARY 2002

10. The Surveyor is satisfied that the proposed subdivision is in accordance with the Act and that the proposed subdivision is in accordance with the Act.

Wayne Allen Diver-Tuck

Surveyor

Date: 20th JANUARY 2002

11. The Surveyor is satisfied that the proposed subdivision is in accordance with the Act and that the proposed subdivision is in accordance with the Act.

Wayne Allen Diver-Tuck

SURVEYOR'S REFERENCE: 12311/7

SCHEDULE OF UNIT ENTITLEMENT

Model By-Laws adopted for this strata  
Keeping of Antidote: opina A/B/C  
Schedule of By-Laws in Sheets filed with plan  
No By-Laws apply  
Strata will maintain a register

This is sheet 1 of my Plan in 18 sheets

PLAN OF SUBDIVISION OF LOT 88 IN SP 67161

1. G A SOUTH SYDNEY Suburb/locally: WATERLOO

Parish: ALEXANDRIA County: CUMBERLAND

Lengths are in metres



Home of, and address for  
service of notices on, the  
owners corporation  
address required on  
original strata plan only

THE OWNERS  
STRATA PLAN NO 67161

SEE SHEET 2 FOR LOCATION PLAN

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919 & SEC 7133  
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973  
IT IS INTENDED TO CREATE  
1 RIGHT OF FOOTWAY 5 MIDE (LIMITED IN HEIGHT)

SP67396

Registered 13.2.2002

Purpose STRATA PLAN  
OF SUBDIVISION

Ref Map 44937-44  
WATERLOO SH.12

Last Plan SP67161  
DP202708



DIRECTOR  
SECRETARY



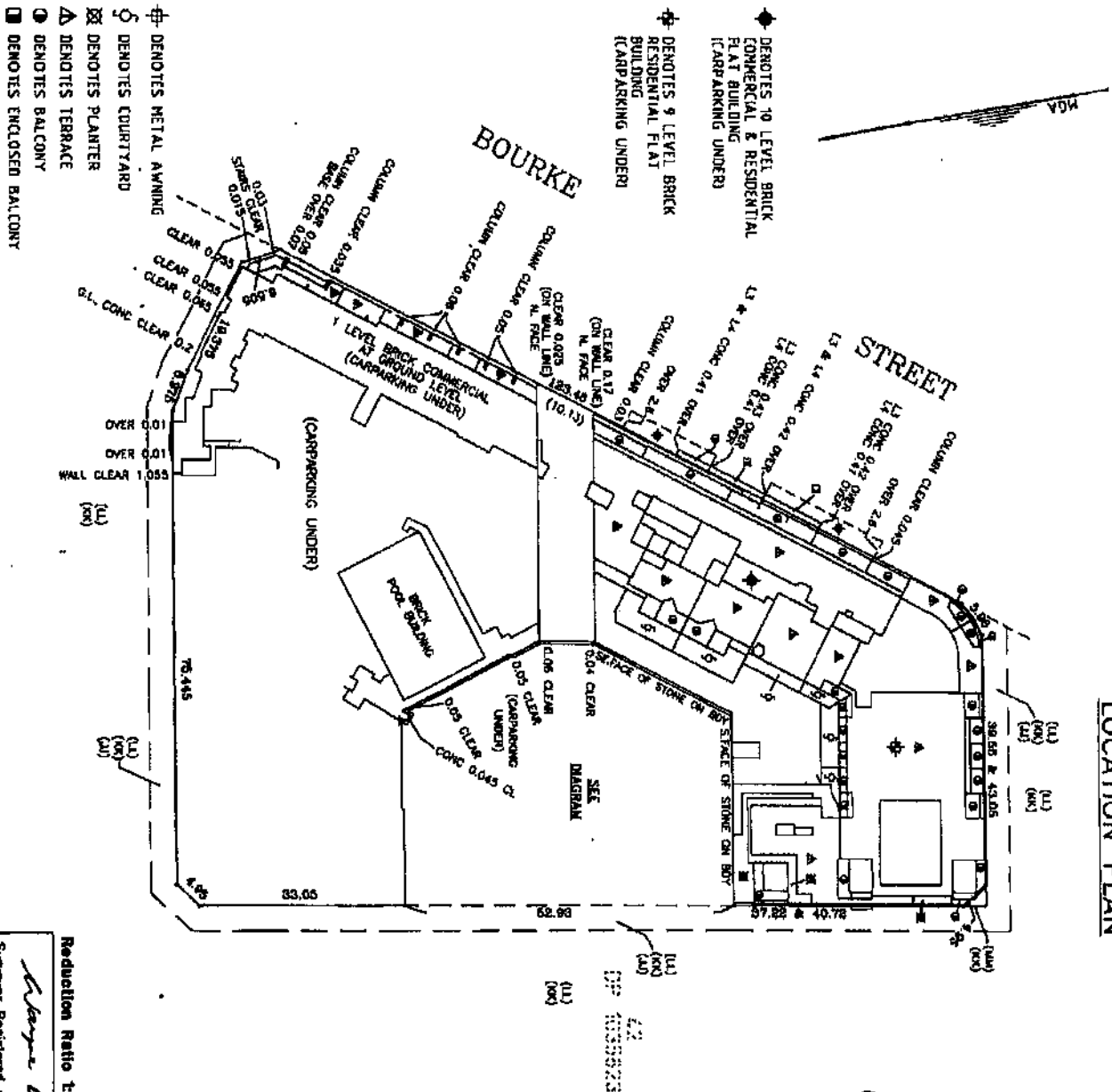
**STRATA PLAN FORM 2**

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

Sheet No. 2 of 18 Sheets

## LOCATION PLAN

SP67396



- (HH) EASEMENT FOR ENCRDCHNG STRUCTURES 0-3 WIDE (HH) LIMITED IN DEPTH
- (II) EASEMENT FOR ENCRDCHNG STRUCTURES VARIABLE WIDTH (II) LIMITED IN DEPTH
- (JJ) EASEMENT FOR ENCRDCHNG STRUCTURE 4 WIDE (JJ)
- (KK) EASEMENT FOR ACCESS VARIABLE WIDTH (KK) LIMITED IN DEPTH
- (LL) EASEMENT FOR SERVICES VARIABLE WIDTH (LL)
- (MM) EASEMENT FOR ENCRDCHNG STRUCTURES VARIABLE WIDTH (MM) LIMITED IN DEPTH

VIDE DP 1035023

Reduction Ratio 1:700

**Lengths are in metres**

**DIAGRAM**  
**(BOUNDARIES AND EASEMENTS)**  
**NOT TO SCALE**

**NOTE:-**  
**SEE DP 1035823 FOR**  
**INTERNAL STRAIUM**  
**BOUNDARIES AND**  
**RELATIONSHIP OF**  
**BUILDING TO BOUNDARY**

Surveyor Registered under Surveyors Act 1929	General Manager/Authorised Person/Registered Certifier
<i>Alayne Ann-Tuck</i>	<i>Carol</i>

STATIONER'S REFERENCE: 122313/2



STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 18 Sheets

SCHEDULE OF UNIT ENTITLEMENT

SP67396

LOT No	U.E.
90	49
91	40
92	51
93	51
94	51
95	48
96	56
97	64
98	65
99	49
100	40
101	51
102	53
103	52
104	50
105	54
106	65
107	65
108	49
109	40

LOT No	U.E.
110	51
111	53
112	52
113	51
114	55
115	65
116	65
117	50
118	42
119	53
120	55
121	55
122	53
123	58
124	66
125	66
126	50
127	42
128	55
129	56

LOT No	U.E.
130	57
131	56
132	59
133	66
134	66
135	50
136	40
137	55
138	57
139	57
140	56
141	59
142	70
143	70
144	51
145	43
146	71
147	67
148	76
149	78

LOT No	U.E.
150	86
151	39
152	49
153	51
154	49
155	49
156	56
157	72
158	72
159	14
160	128
161	87
162	83
163	96

AGG. 4,271

Reduction Ratio 1:

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
 SURVEYOR'S REFERENCE: 122313/2

*Kanya Dine-Tuck*

General Manager/Authorised Person/Accredited Certifier  
*C. Dine-Tuck*

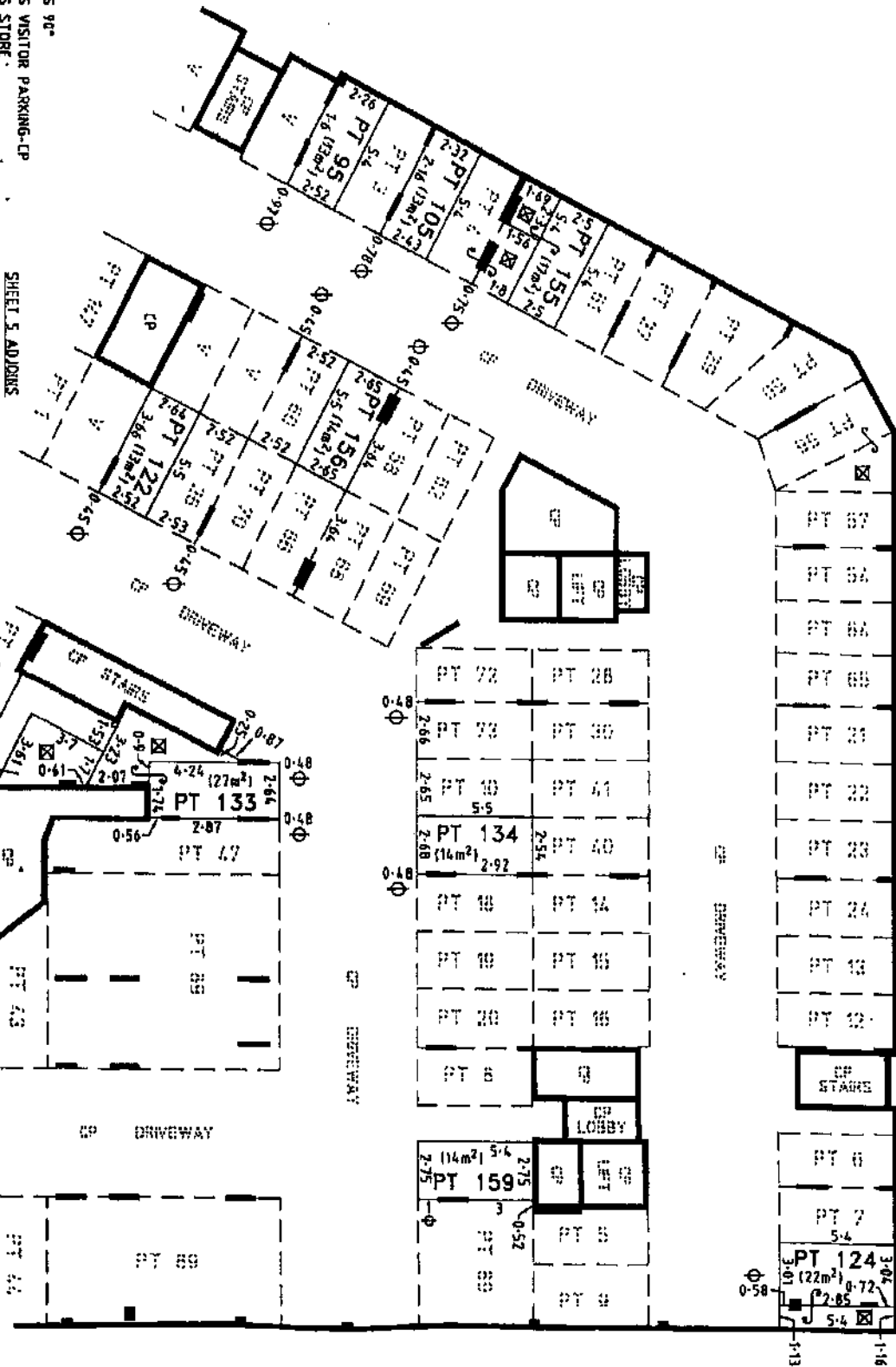


CARPARKING LEVEL 1

SP67396

- ◻ DENOTES 90°
- ◻ DENOTES VISITOR PARKING-CP
- ◻ DENOTES STORE
- CP DENOTES COMMON PROPERTY
- ◻ DENOTES PROLONGATION OF CENTRE OF COLUMN
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

- BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN
- BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE
- UNLESS OTHERWISE SHOWN



Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
 SURVEYOR'S REFERENCE: 12311/2

General Manager/Authorised Person/Registered Certifier



STRATA PLAN FORM 2

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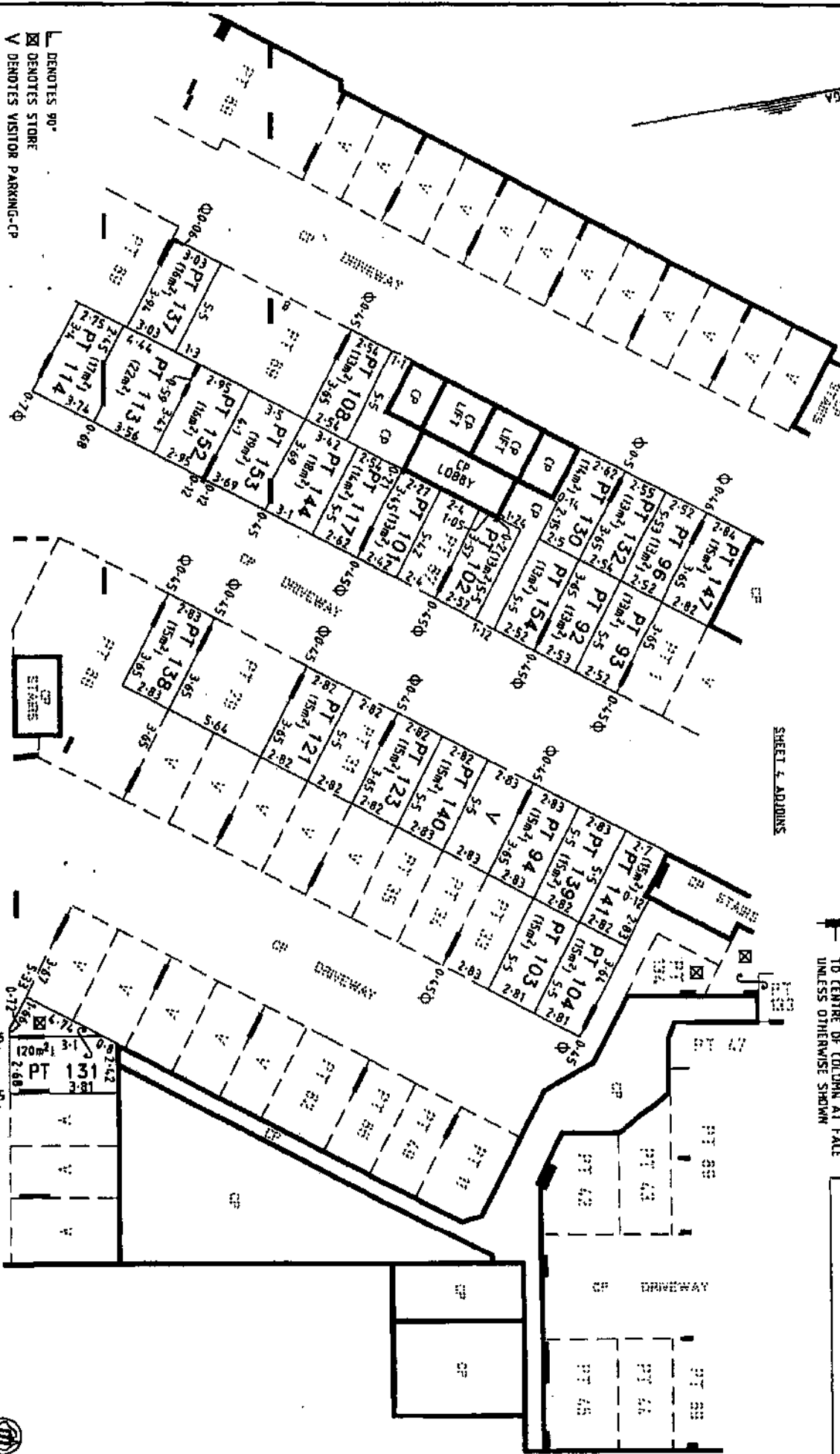
Sheet No. 5 of 18 Sheets

CARPARKING LEVEL 1

SP67396

BOUNDARIES SHOWN THUS  
 ARE TO CORNER OF COLUMN  
 BOUNDARIES SHOWN THUS ARE  
 TO CENTRE OF COLUMN AT FACE  
 UNLESS OTHERWISE SHOWN

SHEET 4 ADJURNS



☒ DENOTES PO\*  
☒ DENOTES STORE  
☒ DENOTES VISITOR PARKING-CP  
 CP DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
 STRATA SCHEMES (FREEDOM OF DEVELOPMENT) ACT 1973  
 AND ARE APPROXIMATE ONLY.

☒ DENOTES PROLONGATION OF CENTRE OF COLUMN  
☒ DENOTES PROLONGATION OF FACE OF COLUMN

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
*Alayne Price-Tuck*  
 General Manager/Authorised Person/Accredited Certifier  
 SURVEYOR'S REFERENCE: 122313/2

\*OFFICE USE ONLY



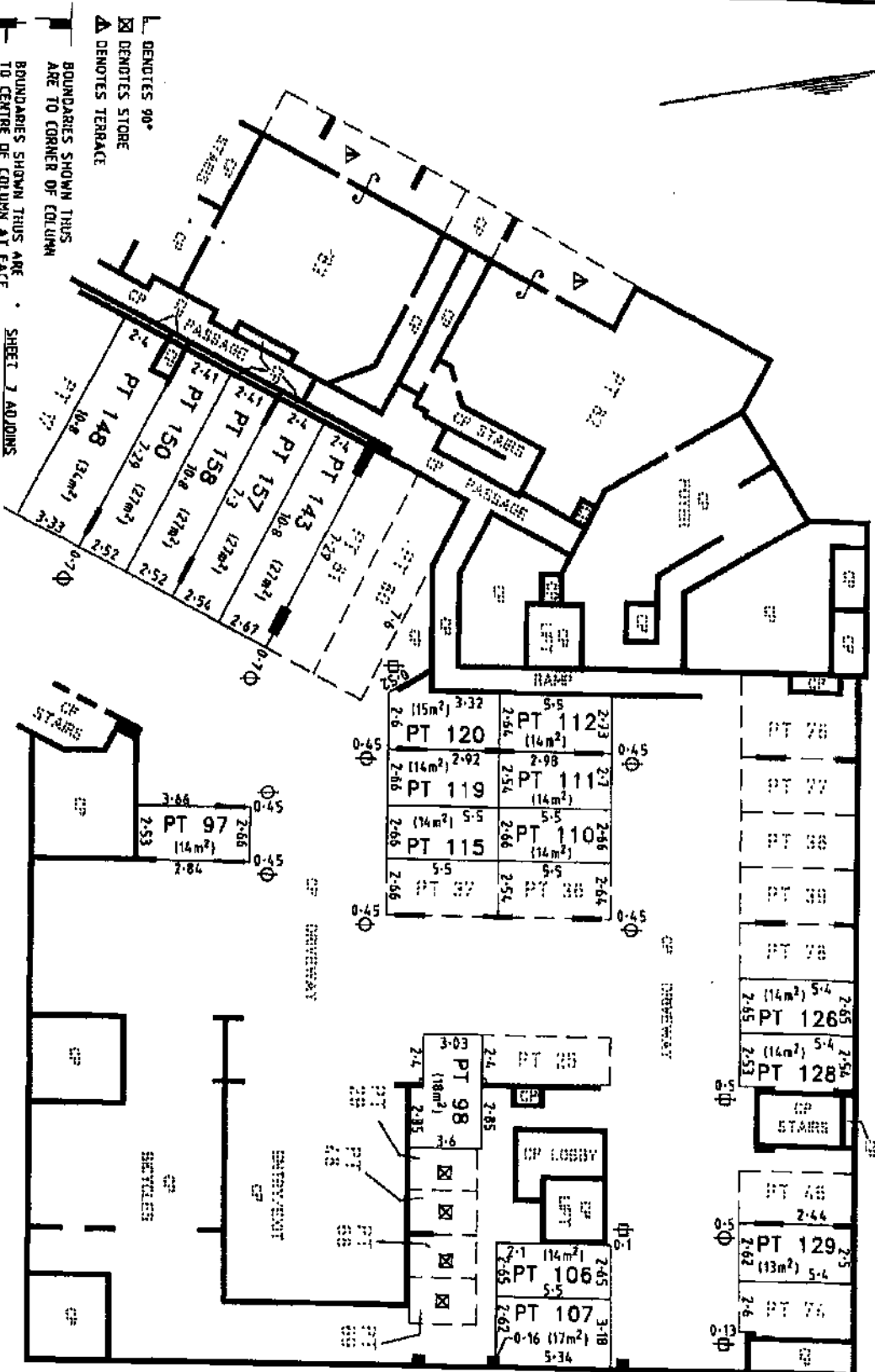
STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 18 Sheets

GROUND LEVEL

SP67396



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

Φ DEMOTES PROLONGATION OF CENTRE OF COLUMN  
Φ DEMOTES PROLONGATION OF FACE OF COLUMN

Reduction Ratio 1:200

Lengths are in metres

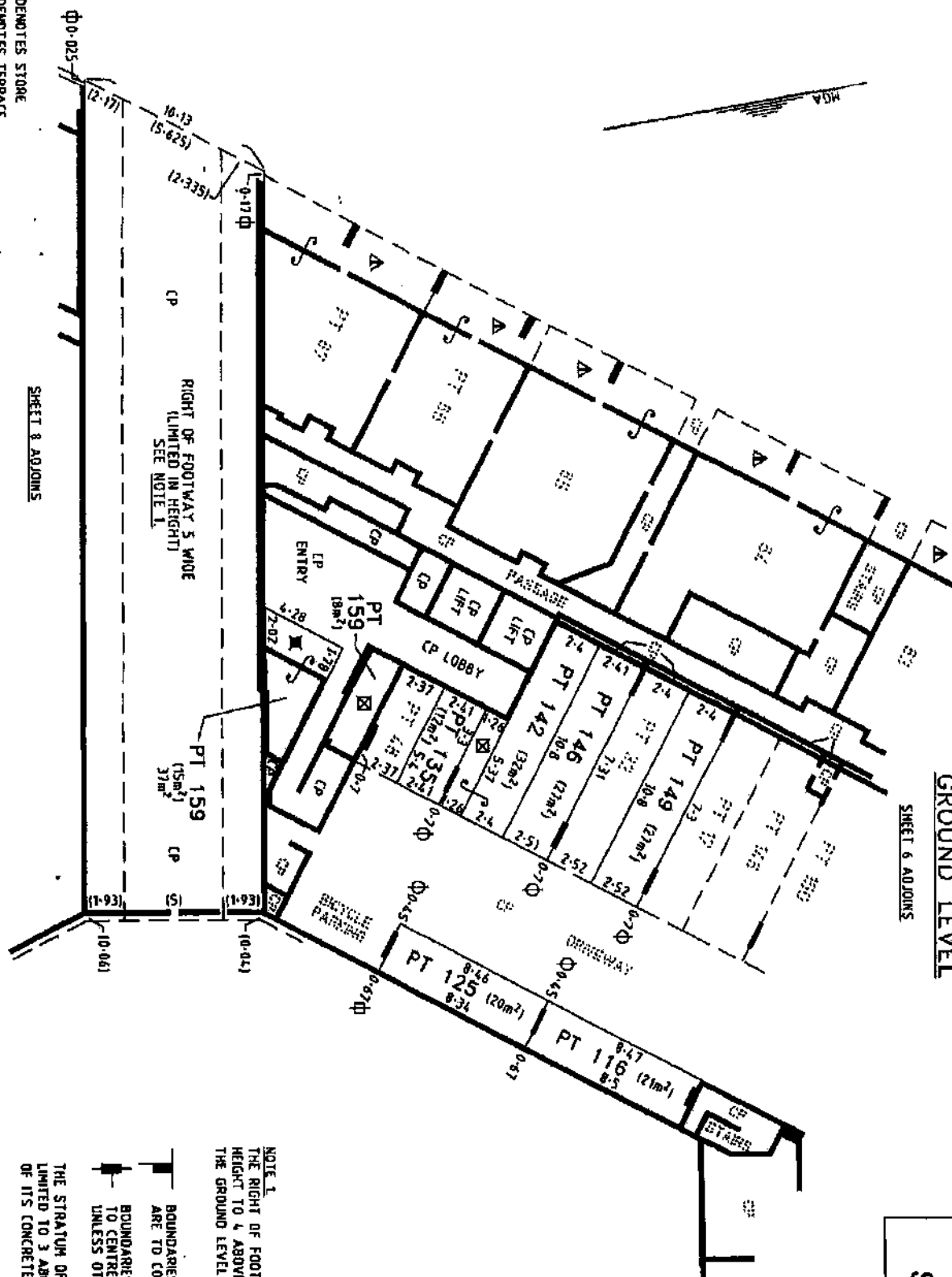
Surveyor Registered under Surveyors Act 1929  
General Manager/Authorised Person/Accredited Certifier  
SURVEYOR'S REFERENCE: 122313/2



GROUND LEVEL

**SHEET 6 ADJOINING**

**SP67396**



**NOTE 1**  
THE RIGHT OF FOOTWAY 5 WIDE IS LIMITED IN  
HEIGHT TO 4 ABOVE THE UPPER SURFACE OF  
THE GROUND LEVEL CONCRETE FLOOR

BOUNDARIES SHOWN THUS  
ARE TO CORNER OF COLUMN

BOUNDARIES SHOWN THUS ARE  
TO CENTRE OF COLUMN AT FACE,  
UNLESS OTHERWISE SHOWN

THE STRATUM OF PT 159 DENOTED IS LIMITED TO 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE

**Lengths are in meters**



Reduction Ratio 1:200

Adelphi Dix-Two

**Surveyor Registered under Surveyors Act 1928**

**General Manager/Authorized Person/Accredited Carriers**

•OFFICE USE ONLY



STRATA PLAN FORM 2

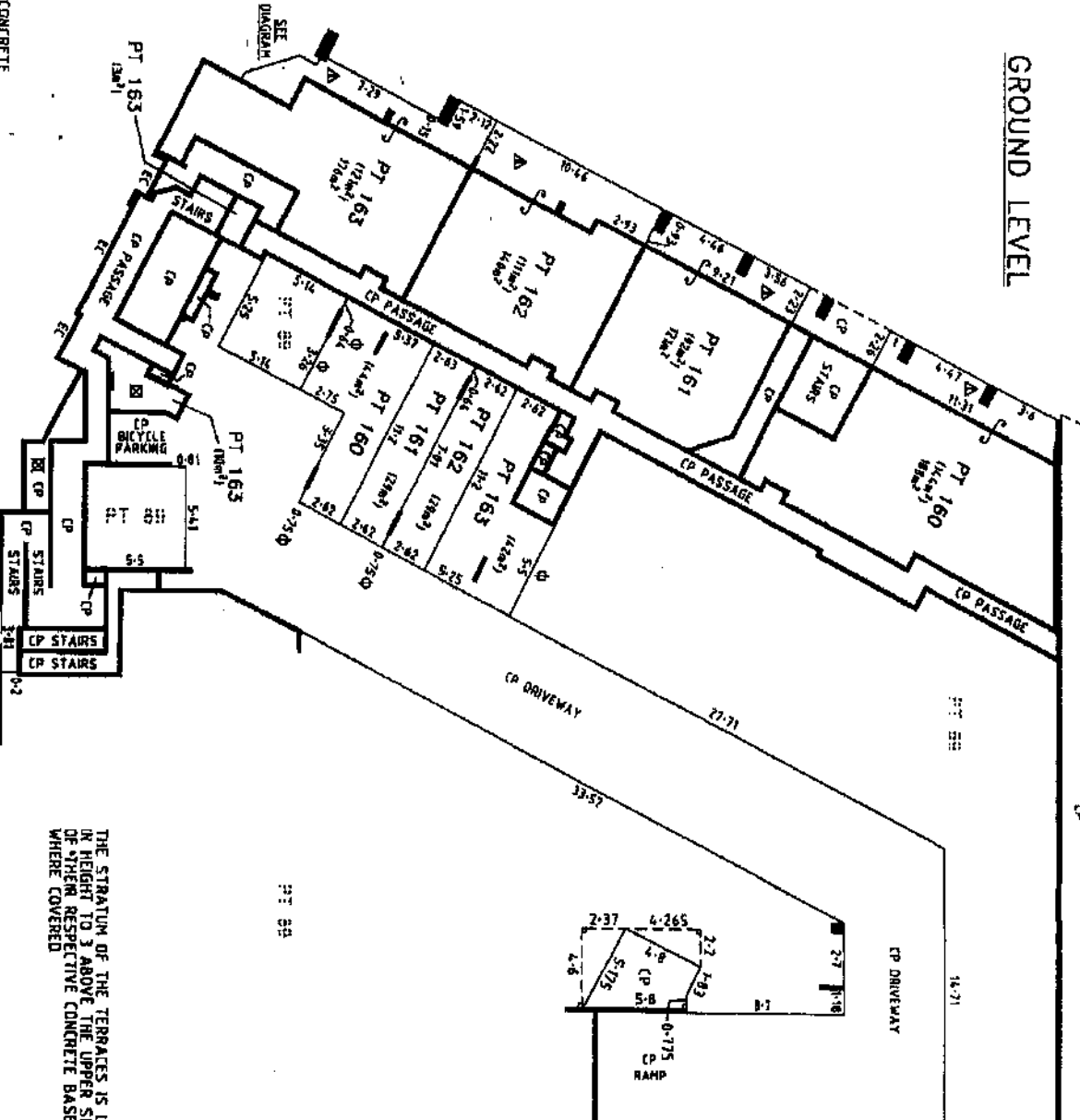
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Sheet No 8 of 18 Sheets

SHEET 7 ADJOINS

GROUND LEVEL

SP67396



- PT 163
- PT 164
- PT 165
- PT 166
- PT 167
- PT 168
- PT 169
- PT 170
- PT 171
- PT 172
- PT 173
- PT 174
- PT 175
- PT 176
- PT 177
- PT 178
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- PT 181
- PT 182
- PT 183
- PT 184
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- PT 187
- PT 188
- PT 189
- PT 190
- PT 191
- PT 192
- PT 193
- PT 194
- PT 195
- PT 196
- PT 197
- PT 198
- PT 199
- PT 200

THE STRATA OF THE TERRACES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

BOUNDARIES SHOWN THIS ARE TO CORNER OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

DIAGRAM R.R. 1100

Reduction Ratio 1:250

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
 General Manager/Authorized Person/Accredited Certifier  
 SURVEYOR'S REFERENCE: 122131/2



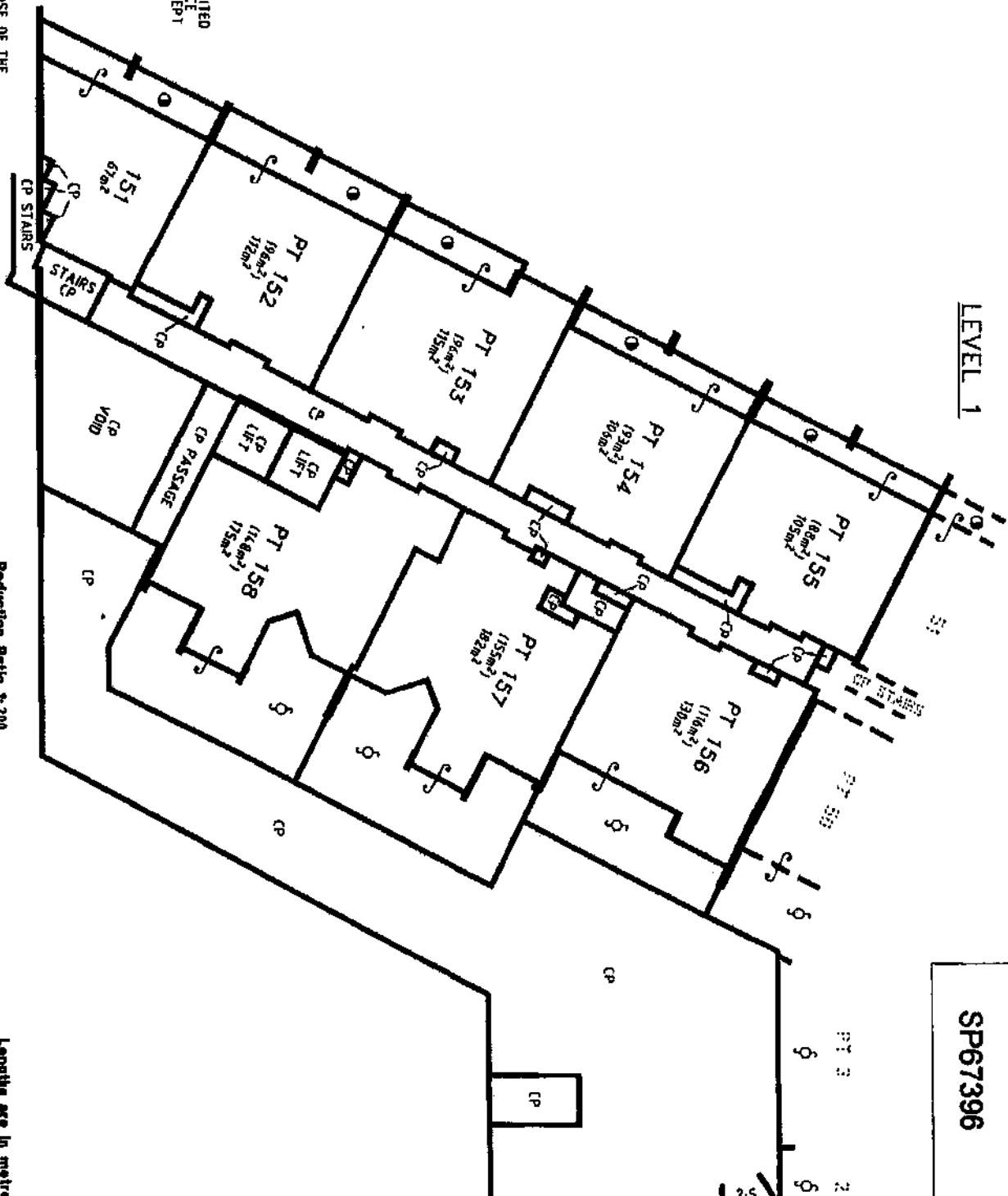
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 3 of 18 Sheets

LEVEL 1

SP67396



THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

● DENOTES BALCONY (COVERED)

○ DENOTES COURTYARD

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
*Maureen Burt-Turner*  
General Manager/Authorised Person/Registered Certifier  
SURVEYORS REFERENCE: 123131/2

\*OFFICE USE ONLY

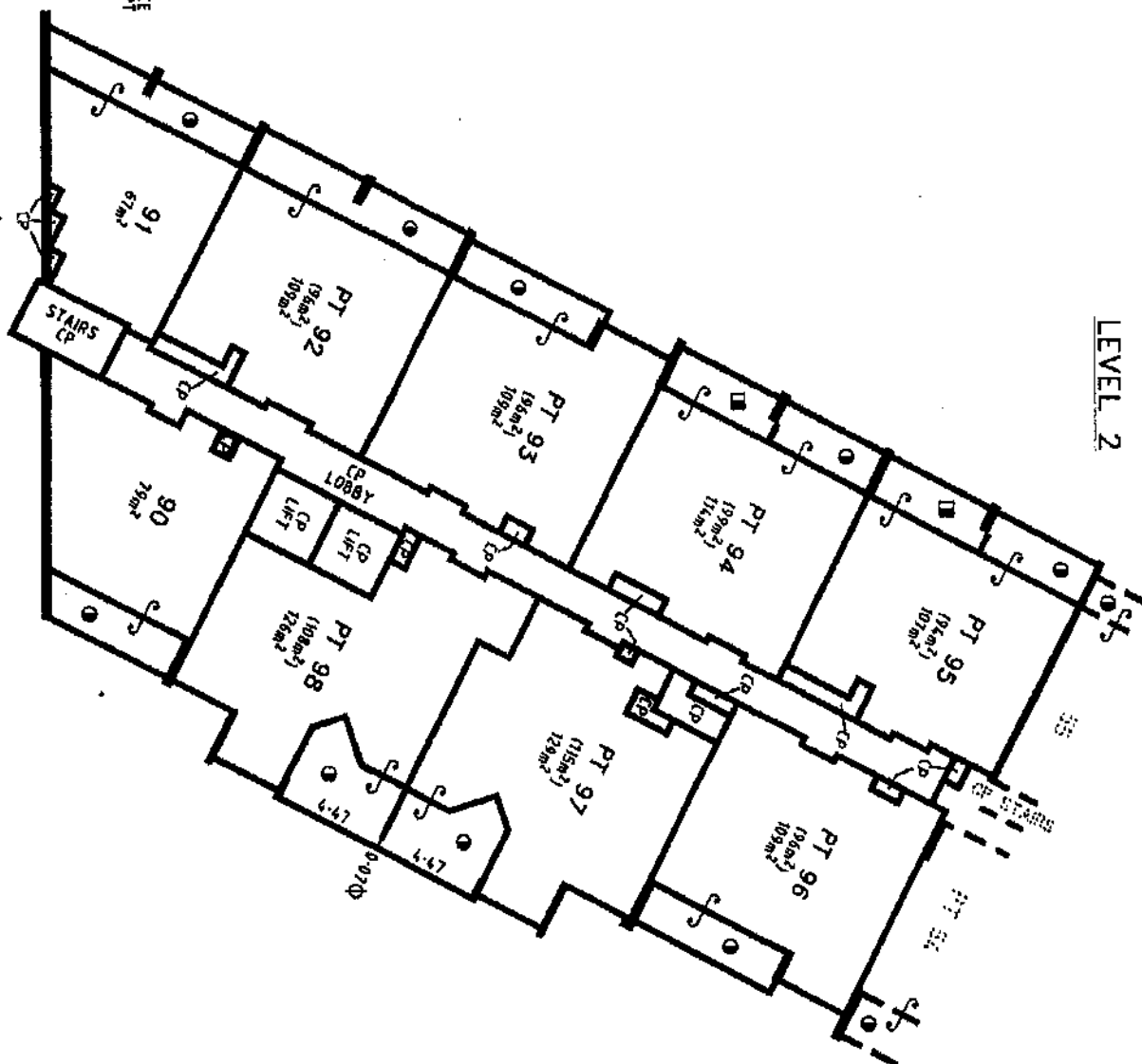


**STRATA PLAN FORM 2**

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

Sheet No 10 of 18 Sheets

## LEVEL 2



**SP67396**

\*OFFICE USE ONLY

THE STATUS OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 METERS, THE UPPER STAIRCASES OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

■ DENOTES ENCLOSED BALCONY

● DENOTES BALCONY

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF STRATA SCHEMES (PREPARED DEVELOPMENT) AND ARE APPROXIMATE ONLY

$\Phi$  DENOTES PROLONGATION OF CENTRE OF WALL

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyor Act 1929 SURVEYOR'S REFERENCE: 122313/2	General Manager/Authorised Person/Registered Certifier
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STRATA PLAN FORM 2

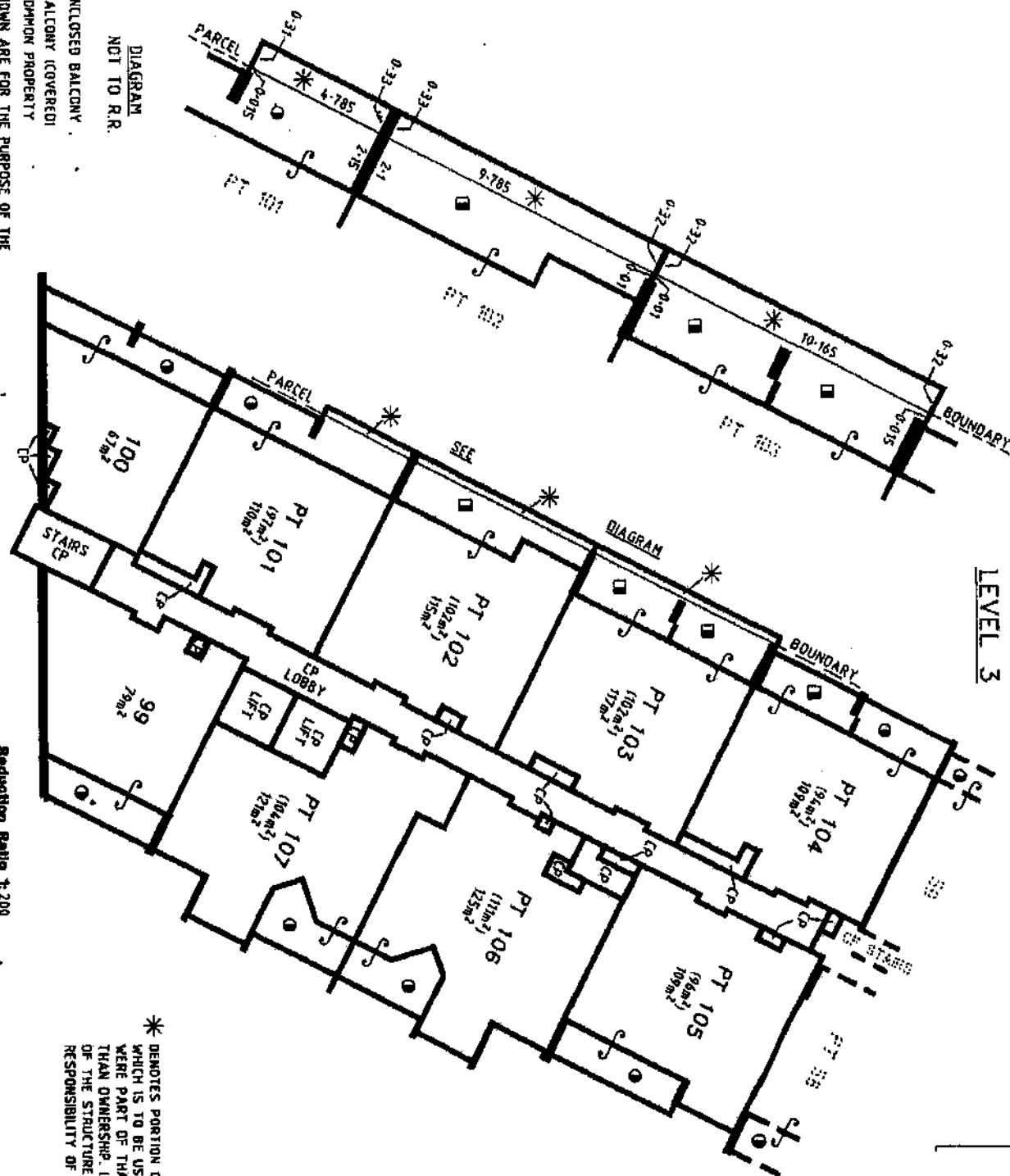
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 18 Sheets

SP67396

\*OFFICE USE ONLY

- DIAGRAM  
 NOT TO R.R.
- DENOTES ENCLOSED BALCONY
  - DENOTES BALCONY (COVERED)
  - DENOTES COMMON PROPERTY
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.



\* DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOTS AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

Lengths are in metres



Reduction Ratio 1:200

Surveyor Registered under Surveyors Act 1928

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 122313/2

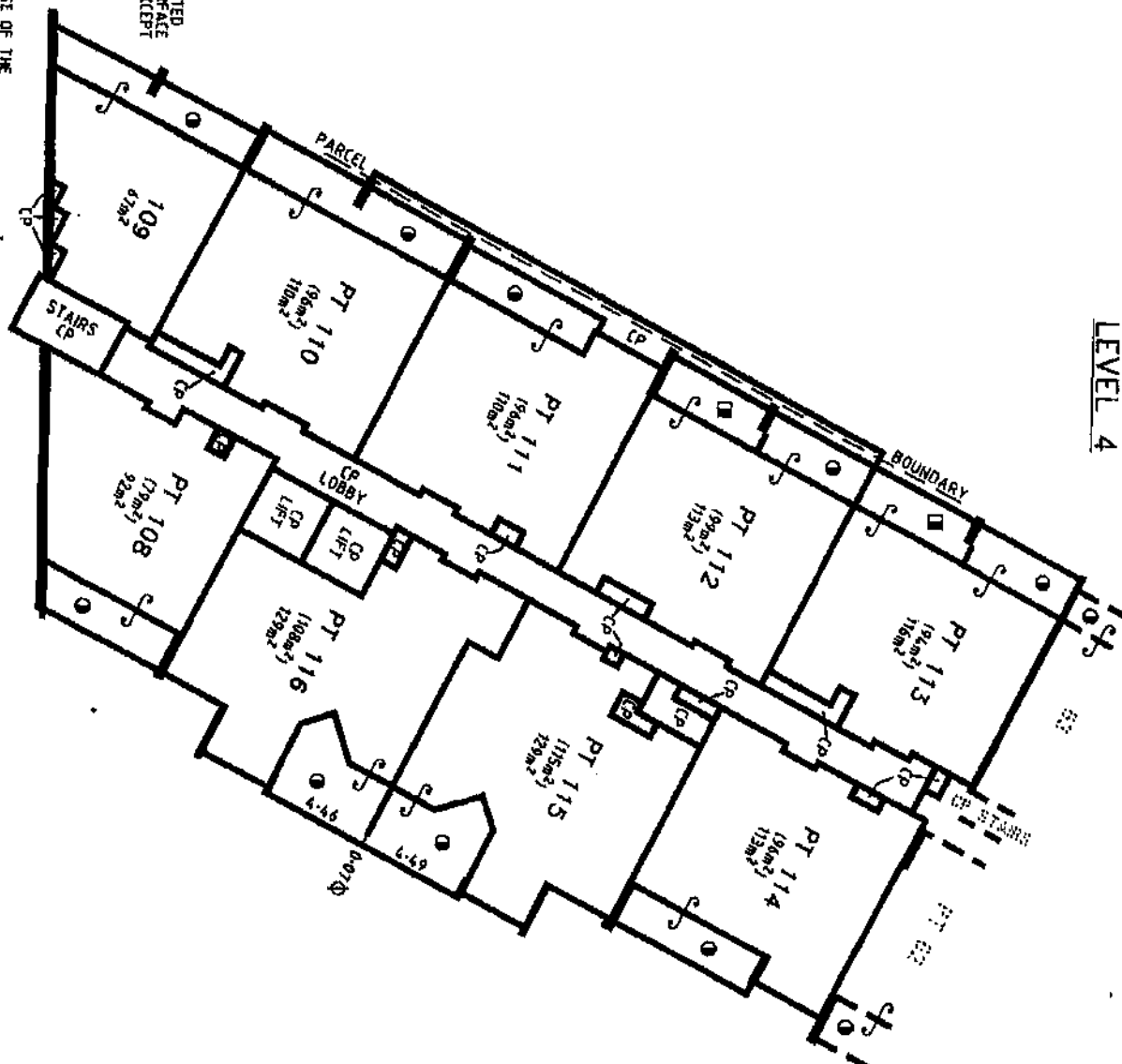
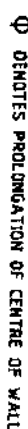


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Sheet No. 12 of 18 Sheets

LEVEL 4

**SP67396**



Reduction Ratio 1:200

**Lengths are in meters**



Surveyor Registered under Surveyors Act 1928  
SURVEYOR'S REFERENCE: 122313/2

**General Manager/Authorised Person/Accredited Certifier**

\*OFFICE USE ONLY



STRATA PLAN FORM 2

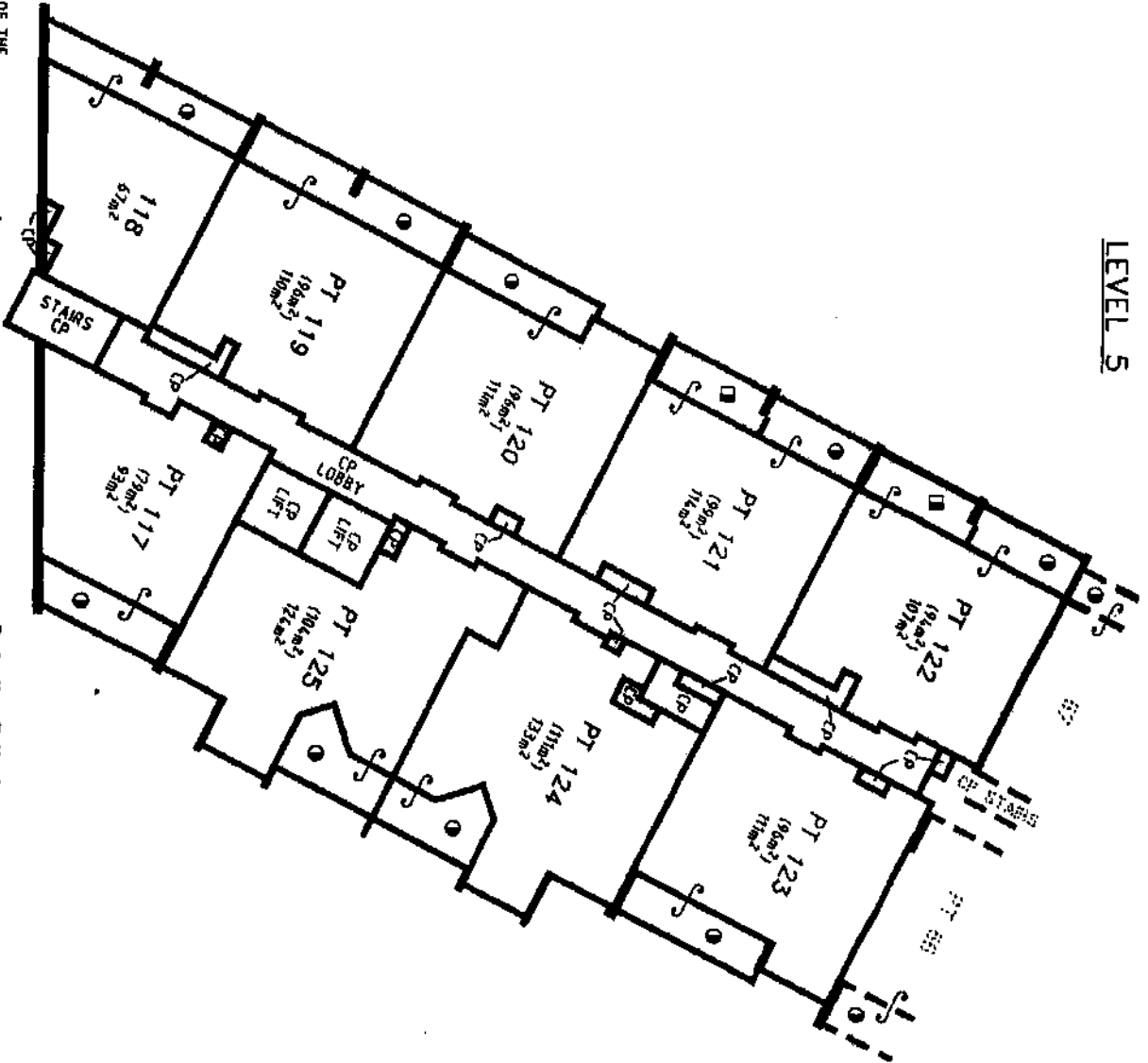
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Sheet No. 13 of 18 Sheets

LEVEL 5

SP67396

- DENOTES ENCLOSED BALCONY
  - DENOTES BALCONY (COVERED)
  - CP DENOTES COMMON PROPERTY
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.



Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
 SURVEYOR'S REFERENCE 122131/2



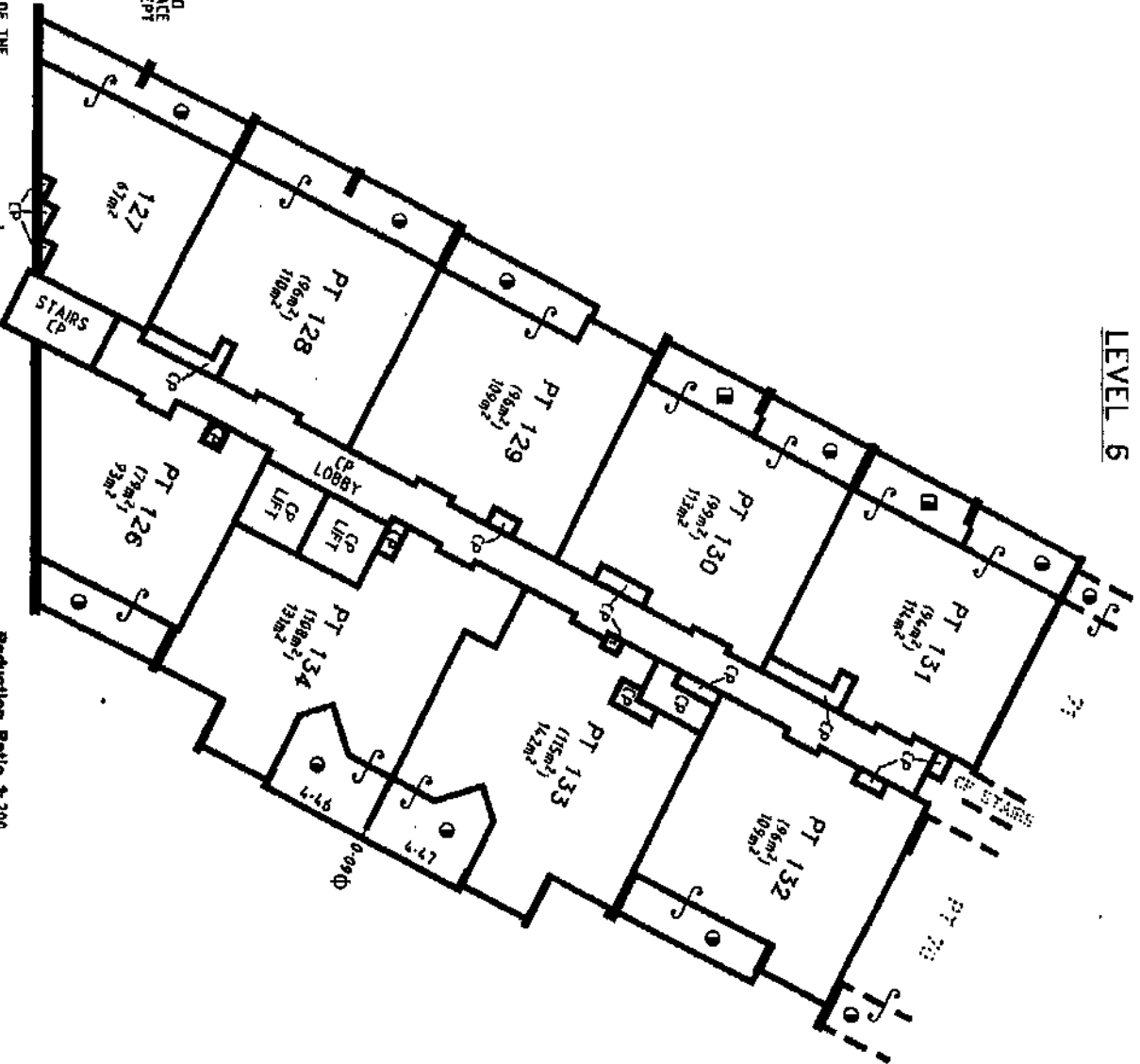
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 18 Sheets

LEVEL 6

SP67396



THE STRATA OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

- DENOTES ENCLOSED BALCONY
- DENOTES BALCONY
- CP DENOTES COMMON PROPERTY

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

Φ DENOTES PROLONGATION OF CENTRE OF WALL

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
 General Manager/Authorised Person/Accredited Certifier  
 REFERENCE: 122313/2



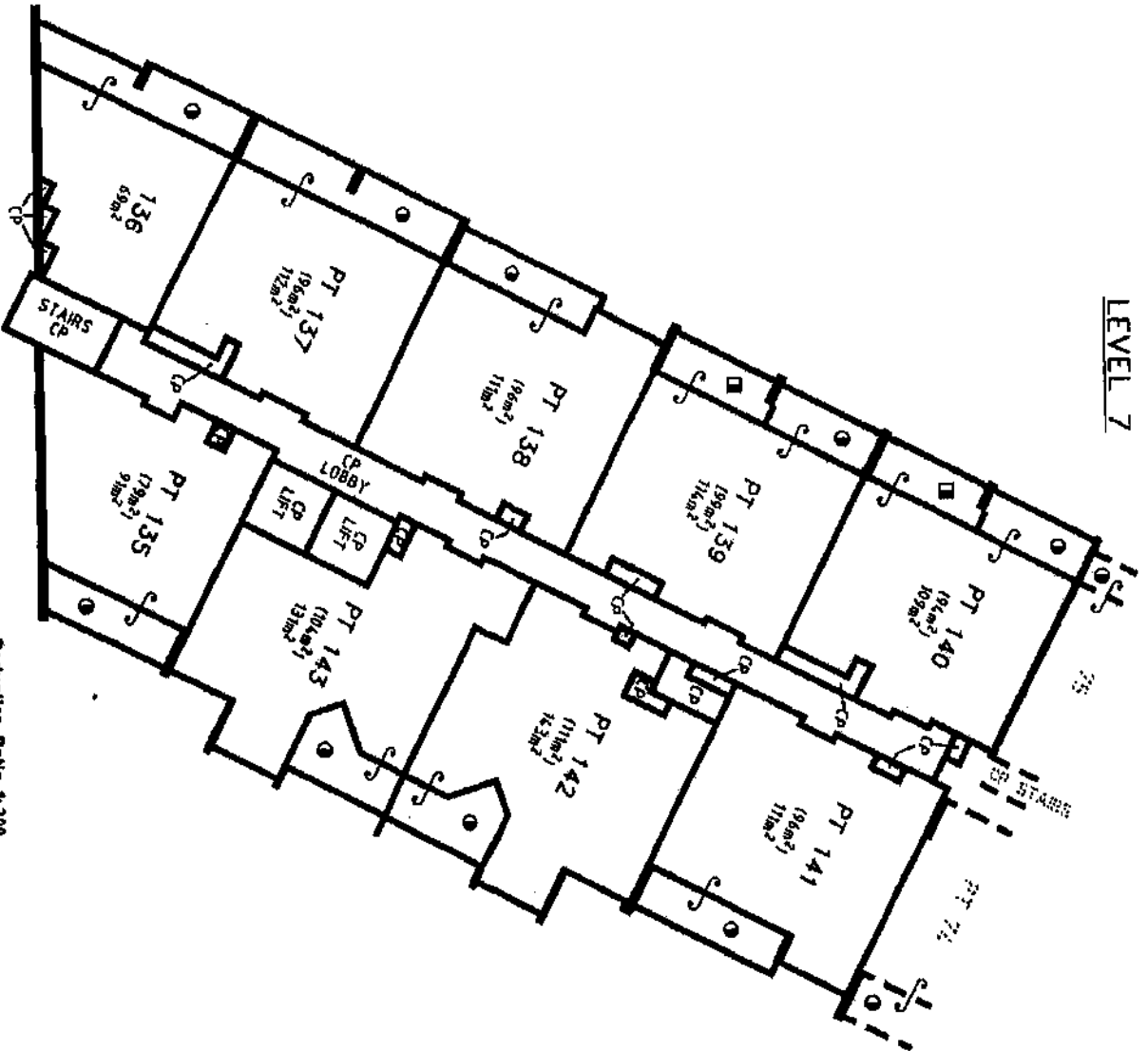
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 18 Sheets

SP67396

LEVEL 7



□ DENOTES ENCLOSED BALCONY.  
 ○ DENOTES BALCONY (COVERED)  
 CP DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
 STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973  
 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1928  
 SHREYAS'S REFERENCE: 122313/2



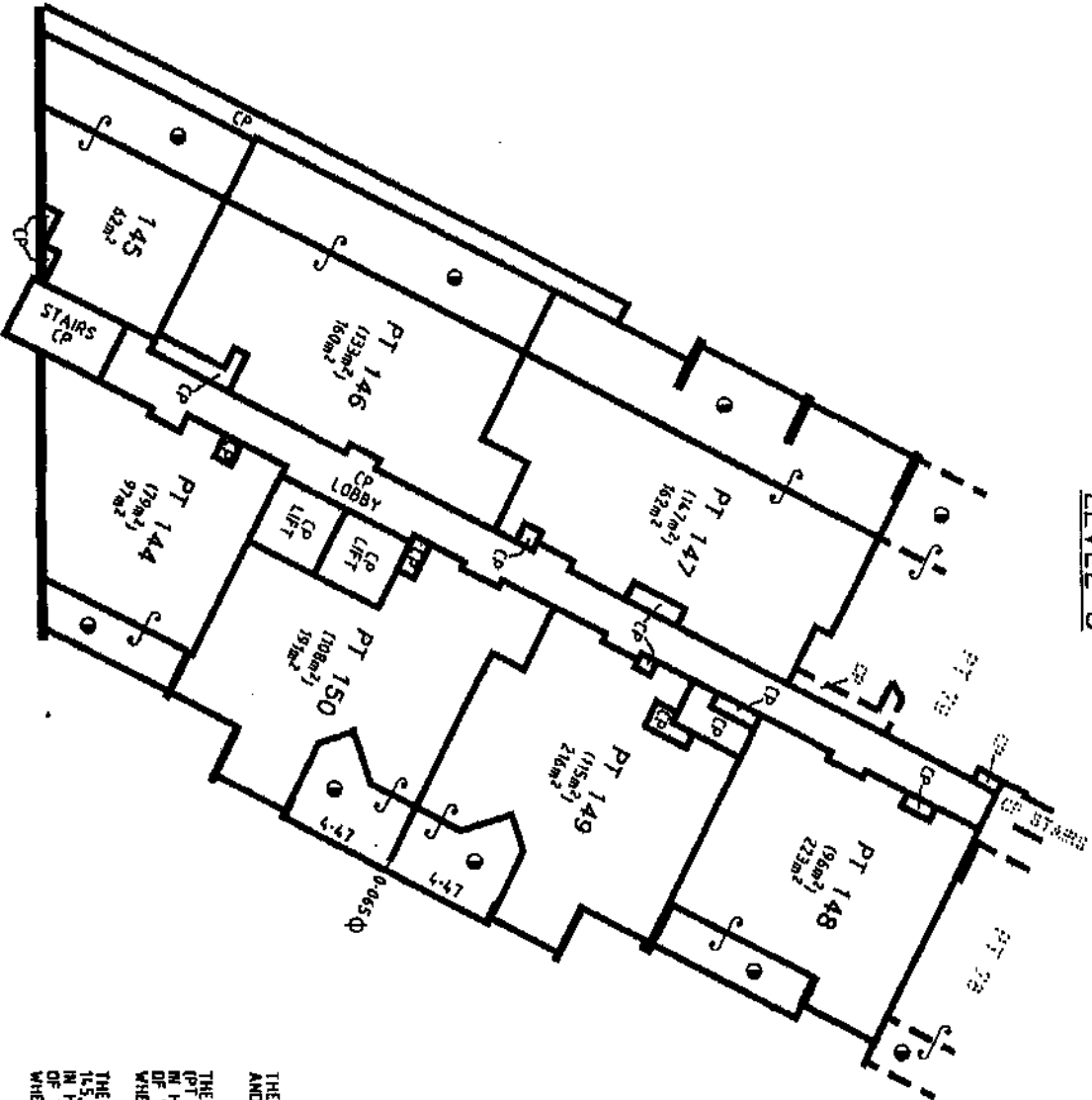
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 16 of 18 Sheets

LEVEL 8

SP67396



● DENOTES BALCONY  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.  
○ DENOTES REPRESENTATION OF CORNER OF WALL

THE STRATUM OF THE BALCONIES (PT 144, PT 145, PT 146, AND PT 147) IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

THE STRATUM OF THE BALCONIES (PT 144, PT 145, PT 146, AND PT 147) IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

THE CIRCULAR STAIRS WITHIN PT 148, PT 149 AND PT 150 FORM PART OF THE LOT

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
SURVEYOR'S REFERENCE: 122313/2

General Manager/Authorized Person/Accredited Certifier



STRATA PLAN FORM 2

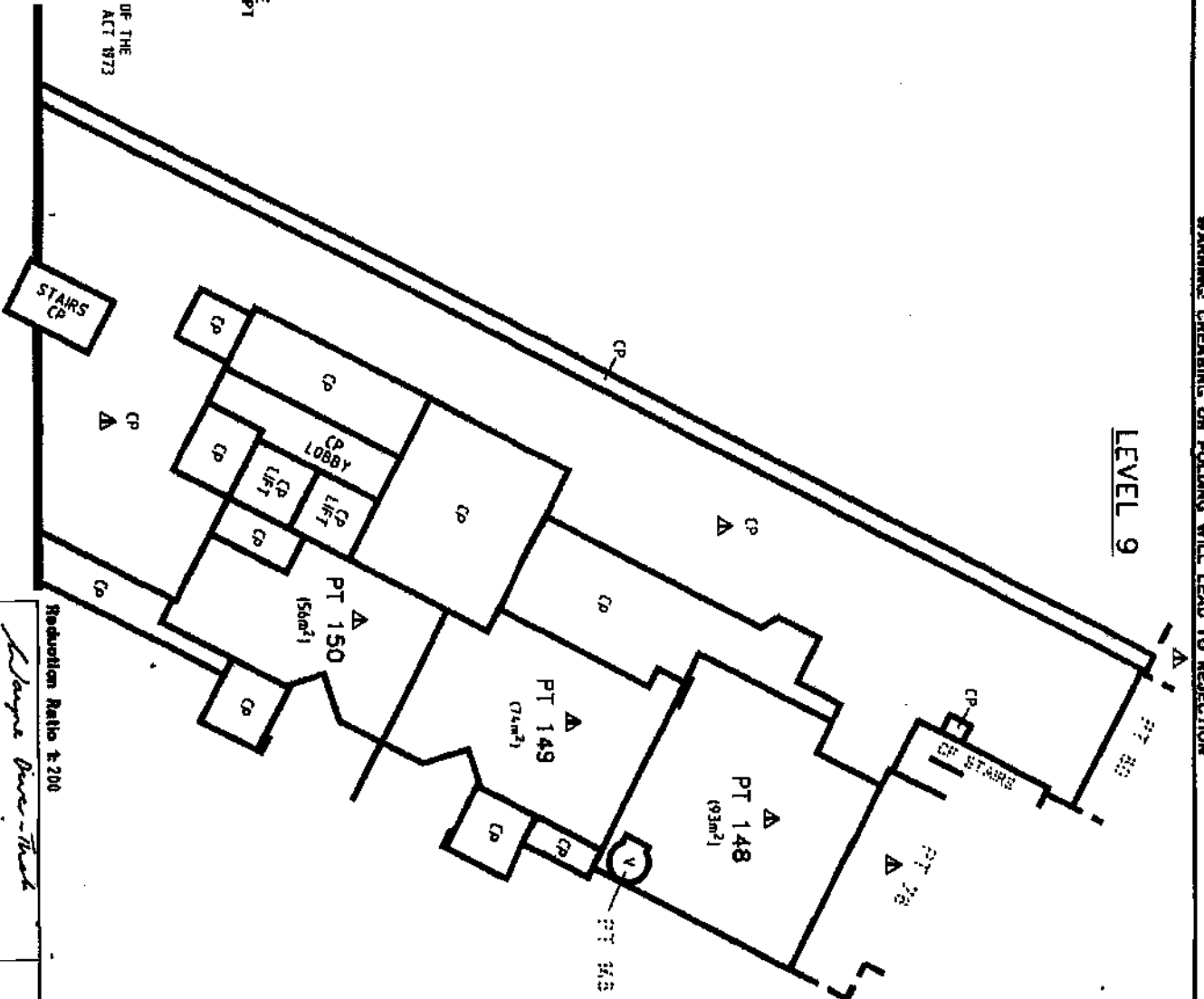
WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No 17 of 18 Sheets

LEVEL 9

SP67396

**V** denotes void  
 THE STRATUM OF THE TERRACES IS LIMITED  
 IN HEIGHT TO 3 ABOVE THE UPPER SURFACE  
 OF THEIR RESPECTIVE CONCRETE BASE EXCEPT  
 WHERE COVERED  
**Δ** DENOTES TERRACE  
**CP** DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973  
 AND ARE APPROXIMATE ONLY.



Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
 General Manager/Authorized Person/Accredited Certifier  
 SUMETOR'S REFERENCE: 122313/2

\*OFFICE USE ONLY



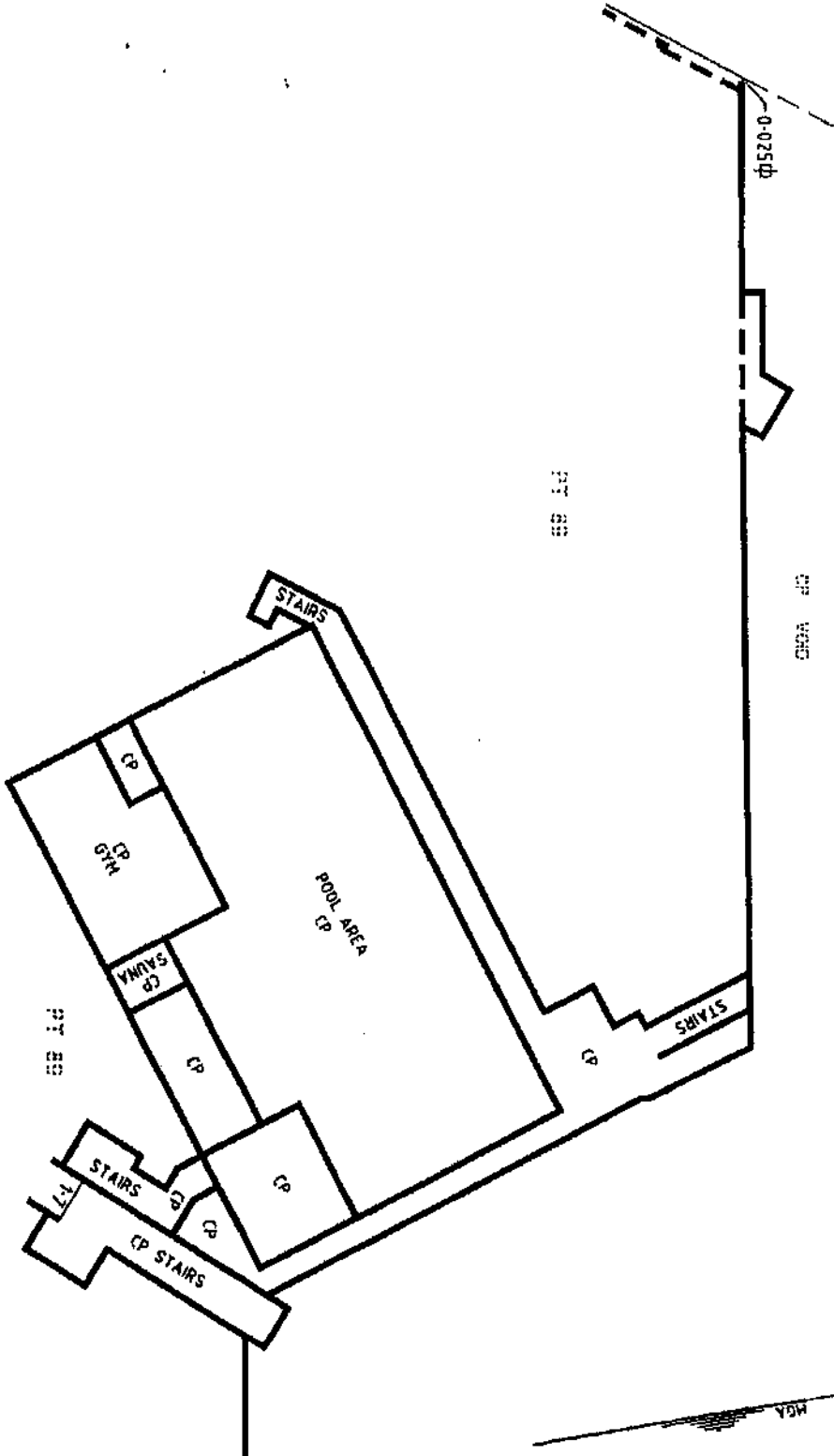
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 18 of 18 Sheets

POOL BUILDING

SP67396



CP DENOTES PROLONGATION OF FACE OF WALL  
 CP DENOTES COMMON PROPERTY

Reduction Ratio 4:200

Lengths are in metres



*Alanya Davis-Tuck*  
 Surveyor Registered under Surveyors Act 1928  
 SURVEYOR'S REFERENCE: 122312/2

\*OFFICE USE ONLY



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3)  
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973**

Sheet 1 of 1 Sheet

**SP67396**

Plan of Subdivision of  
Lot 88 in SP 67161

**Full Name and Address of Proprietor of the Land:**

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 1**

**1. Identity of Easement firstly referred to  
in the abovementioned plan:**

Right of Footway 5 wide (limited  
in height)

**Schedule of Lots Affected**

**Lot Burdened**  
The Common Property

**Authority Benefited**  
South Sydney City Council

**NAME OF AUTHORITY EMPOWERED TO RELEASE OR VARY OR MODIFY THE RIGHT  
OF FOOTWAY REFERRED TO:**

South Sydney City Council.



*[Signature]*  
DIRECTOR

*[Signature]*  
SECRETARY









STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 22 Sheets

LOCATION PLAN

SP67616

WIDE DP 1035823

- (HH) EASEMENT FOR ENCROACHING STRUCTURES 0.3 WIDE (HH) LIMITED IN DEPTH
- (ID) EASEMENT FOR ENCROACHING STRUCTURES VARIABLE WIDTH (ID) LIMITED IN DEPTH
- (JJ) EASEMENT FOR ENCROACHING STRUCTURE & WIDE (JJ) LIMITED IN DEPTH
- (KK) EASEMENT FOR ACCESS VARIABLE WIDTH (KK) LIMITED IN DEPTH
- (LL) EASEMENT FOR SERVICES VARIABLE WIDTH (LL) LIMITED IN DEPTH
- (MM) EASEMENT FOR ENCROACHING STRUCTURES VARIABLE WIDTH (MM) LIMITED IN DEPTH

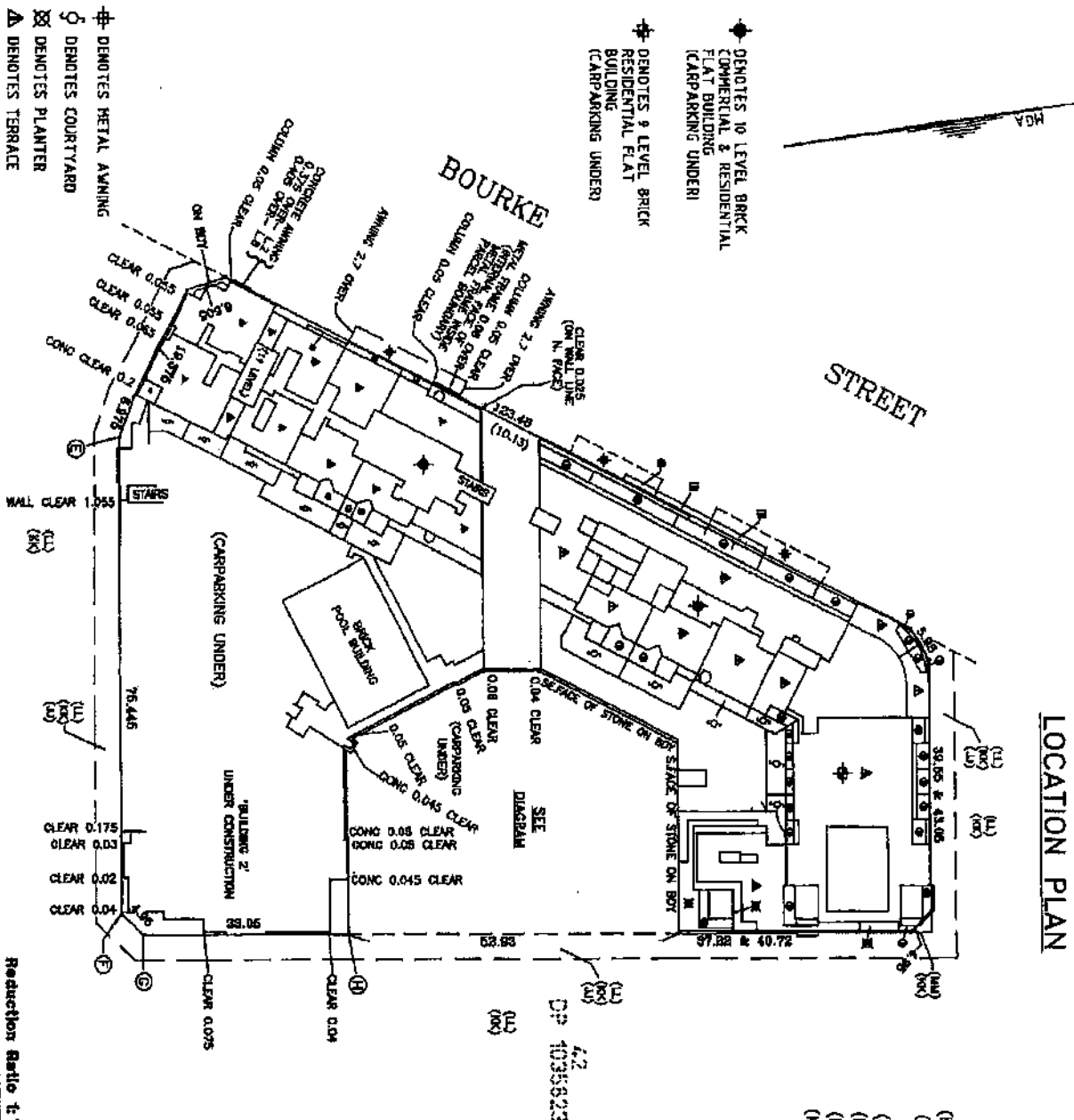


DIAGRAM  
(BOUNDARIES AND EASEMENTS)  
NOT TO SCALE

NOTE:  
SEE DP 1035823 FOR  
INTERNAL STRATA  
BOUNDARIES AND  
RELATIONSHIP OF  
BUILDING TO BOUNDARY

Reduction Ratio 1:700

Lengths are in metres



Surveyor Registered under Surveyors Act 1928  
 Surveyor's REFERENCE: 123123/3  
*Clayton Eric Tick*  
*David Manning*  
 General Manager/Authorised Person/Registered-Confidant



STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 22 Sheets

SCHEDULE OF UNIT ENTITLEMENT

SP67616

LOT No.	U.E.
164	46
165	39
166	51
167	50
168	49
169	38
170	57
171	60
172	46
173	35
174	50
175	41
176	39
177	52
178	49
179	50
180	38
181	52
182	58
183	62
184	48
185	35
186	51
187	41
188	40

LOT No.	U.E.
189	54
190	53
191	51
192	39
193	53
194	59
195	61
196	53
197	38
198	49
199	42
200	41
201	54
202	52
203	57
204	45
205	54
206	62
207	65
208	49
209	36
210	51
211	43
212	46
213	57

LOT No.	U.E.
214	55
215	58
216	42
217	55
218	62
219	64
220	53
221	39
222	52
223	49
224	42
225	61
226	54
227	55
228	47
229	55
230	62
231	64
232	50
233	37
234	54
235	50
236	42
237	59
238	55

LOT No.	U.E.
239	58
240	43
241	57
242	77
243	80
244	70
245	39
246	54
247	50
248	43
249	78
250	77
251	78
252	48
253	73
254	81
255	87
256	61
257	63
258	51
259	41
260	49
261	5,571
AGG	10,687

Reduction Ratio 1:

Lengths are in metres



*Surveyor*  
 Surveyor Registered under Surveyors Act 1929  
 Stamp No. REFERENCE: 12122/3

*Contract Manager/Authorised Person/Notarised Officer*

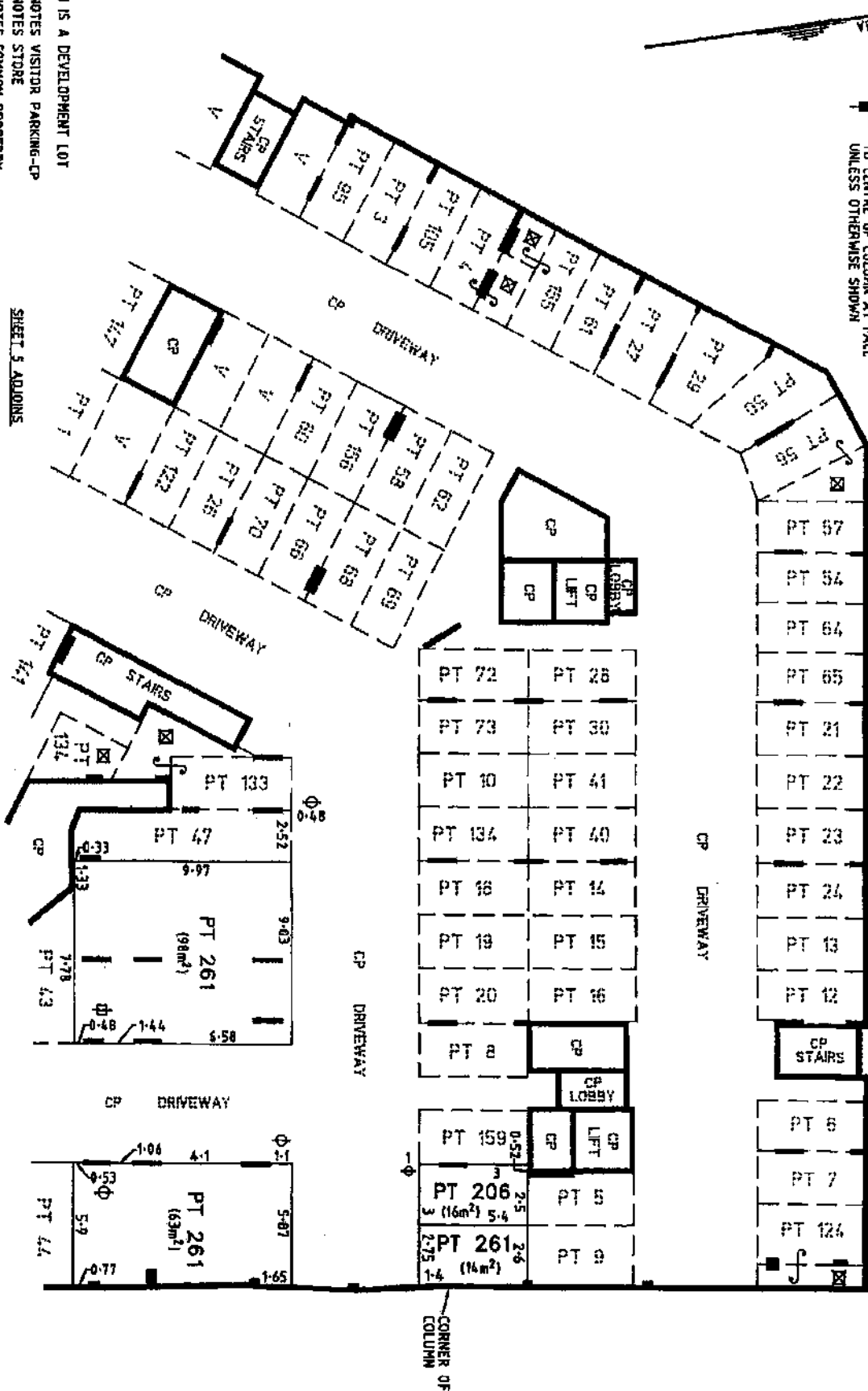


**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

Sheet No. 4 of 22 Sheets

**SP67616**

BOUNDARIES SHOWN THUS  
ARE TO CORNER OF COLUMN



**V** DENOTES VISITOR PARKING-CP  
**X** DENOTES STORE

CP DENOTES COMMON PROPERTY

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

**SHEET 5 ADJOINS**

$\Phi$  DENOTES PROLONGATION OF CENTRE OF COLUMN

**Φ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL**

Reduction Ratio 1:200

**Lengths are in metres**



**Surveyor Registered under Surveyors Act 1929**

~~General Manager/Authorized Person/Assigned Officer~~

**SURVEYOR'S REFERENCE: 123723/3**

\*OFFICE USE ONLY



# STRATA PLAN FORM 2

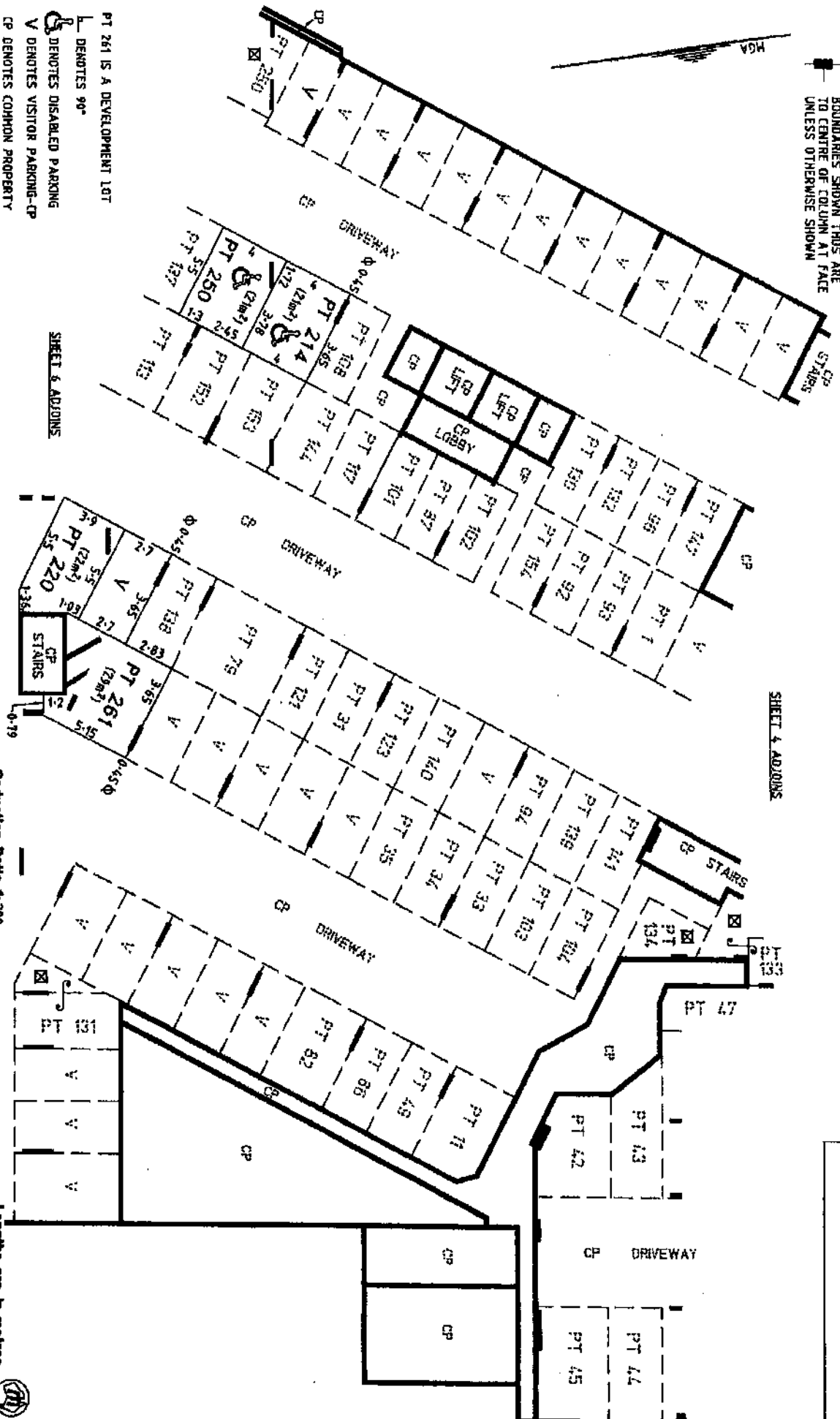
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 22 Sheets

## CARPARKING LEVEL 1

SP67616

BOUNDARIES SHOWN THIS ARE TO CORNER OF COLUMN  
 BOUNDARIES SHOWN THIS ARE TO CENTRE OF COLUMN AT FACE  
 UNLESS OTHERWISE SHOWN



SHEET 4 ADDENDS

SHEET 4 ADDENDS

Reduction Ratio 1:200

Lengths are in metres



PT 261 IS A DEVELOPMENT LOT  
 DENOTES 90°  
 DENOTES DISABLED PARKING  
 V DENOTES VISITOR PARKING-CP  
 CP DENOTES COMMON PROPERTY

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

Φ DENOTES PROLONGATION OF CENTRE OF COLUMN  
 X DENOTES STORE

Surveyor Registered under Surveyors Act 1928  
 Surveyor's Reference: 123123/3

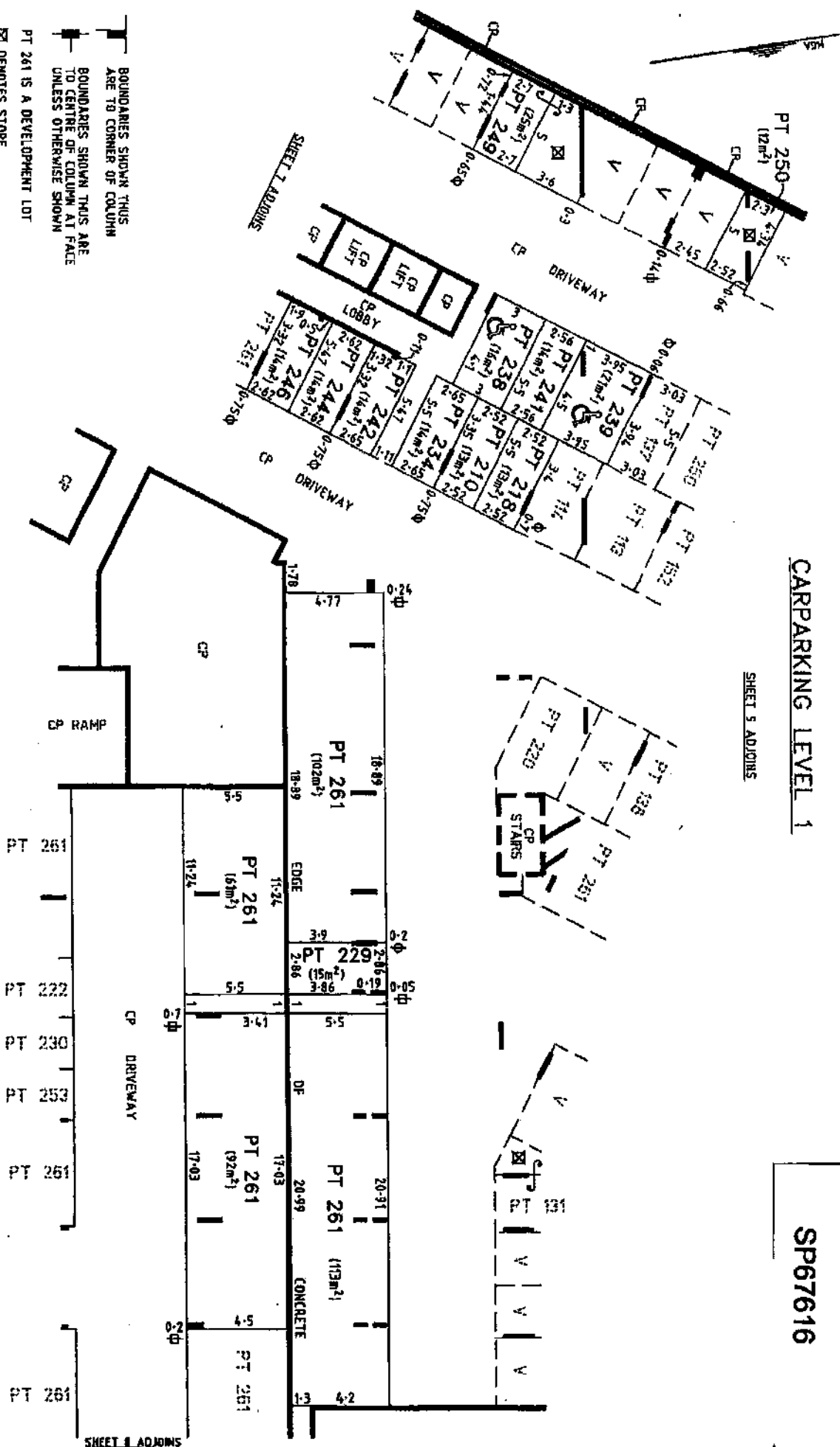


**WARNING: CRACKING OR FOLDING WILL LEAD TO REJECTION**

Sheet No. 6 of 22 Sheets

SP67616

**SHEET 5 ADJOINING**



BOUNDARIES SHOWN THIS ARE TO CORNER OF COLUMN

BOUNDARIES SHOWN THIS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

PT 261 IS A DEVELOPMENT LOT

☒ DEMOTES STORE

☒ DEMOTES DISABLED PARKING

CP DEMOTES COMMON PROPERTY

CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
STRATA SCHEMES (PREFEED) DEVELOPMENT ACT 1973  
AND ARE APPROXIMATE ONLY.

Ø DENOTES PROLONGATION OF CENTRE OF COLUMN  
 Ø DENOTES PROLONGATION OF FACE OF COLUMN

Reduction Ratio to 2000

**Lengths are in meters**

**SHEET & ADJUDGMENTS**

**SHEET 1 ADJINS**

**\*OFFICE USE ONLY**



STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

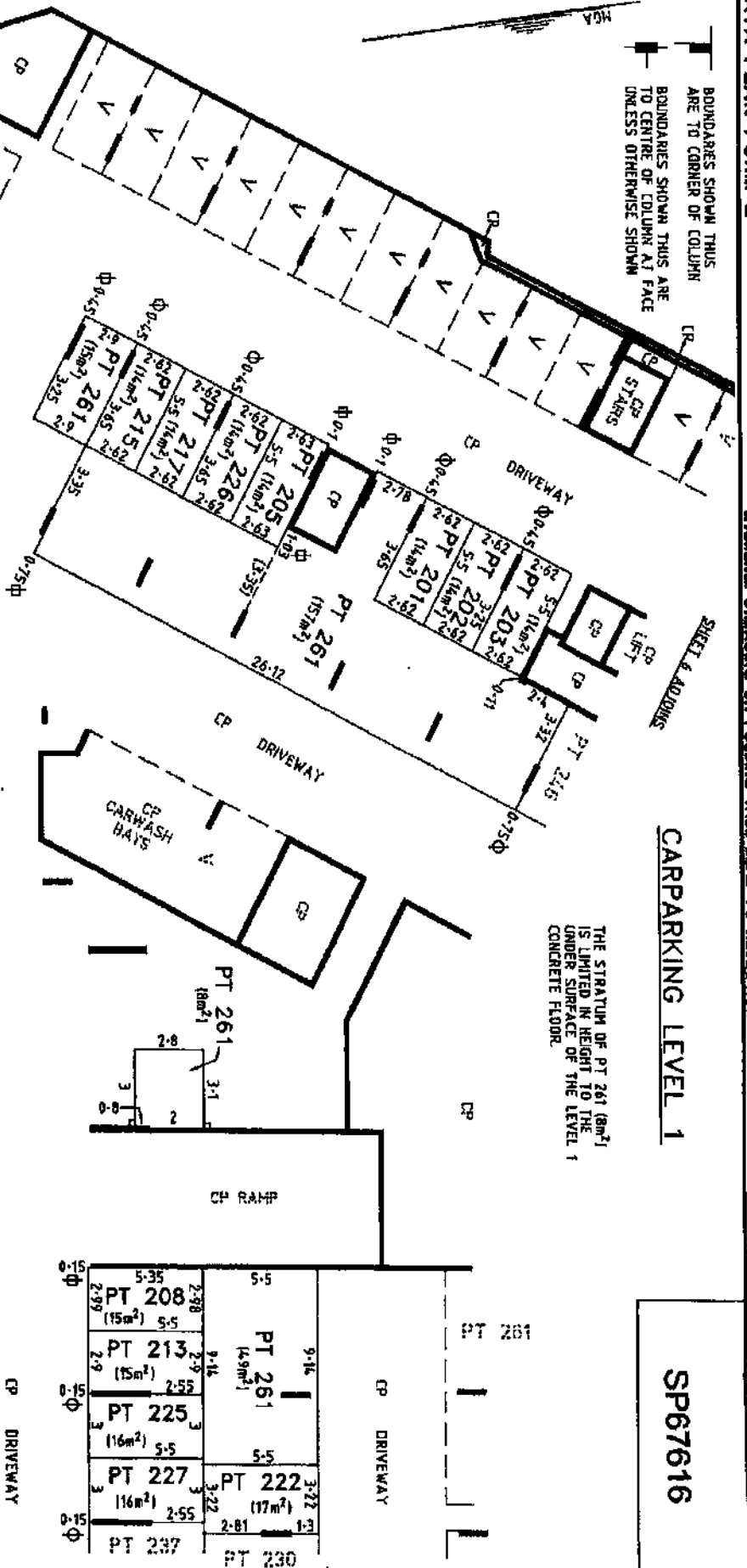
Sheet No. 7 of 22 Sheets

BOUNDARIES SHOWN THUS  
 ARE TO CORNER OF COLUMN  
 BOUNDARIES SHOWN THUS ARE  
 TO CENTRE OF COLUMN AT FACE  
 UNLESS OTHERWISE SHOWN

CARPARKING LEVEL 1

THE STRATUM OF PT 261 (8m<sup>2</sup>)  
 IS LIMITED IN HEIGHT TO THE  
 UNDER SURFACE OF THE LEVEL 1  
 CONCRETE FLOOR.

SP67616



SHEET 8 ADJOINS

PT 261 IS A DEVELOPMENT LOT  
 DENOTES 90°  
 DENOTES VISITOR PARKING-CP  
 CP DENOTES COMMON PROPERTY

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

DENOTES PROLONGATION OF CENTRE OF COLUMN  
 DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
 Surveyor's REFERENCE: 12323/3

Manager/Authorised Person/Notarised Confession





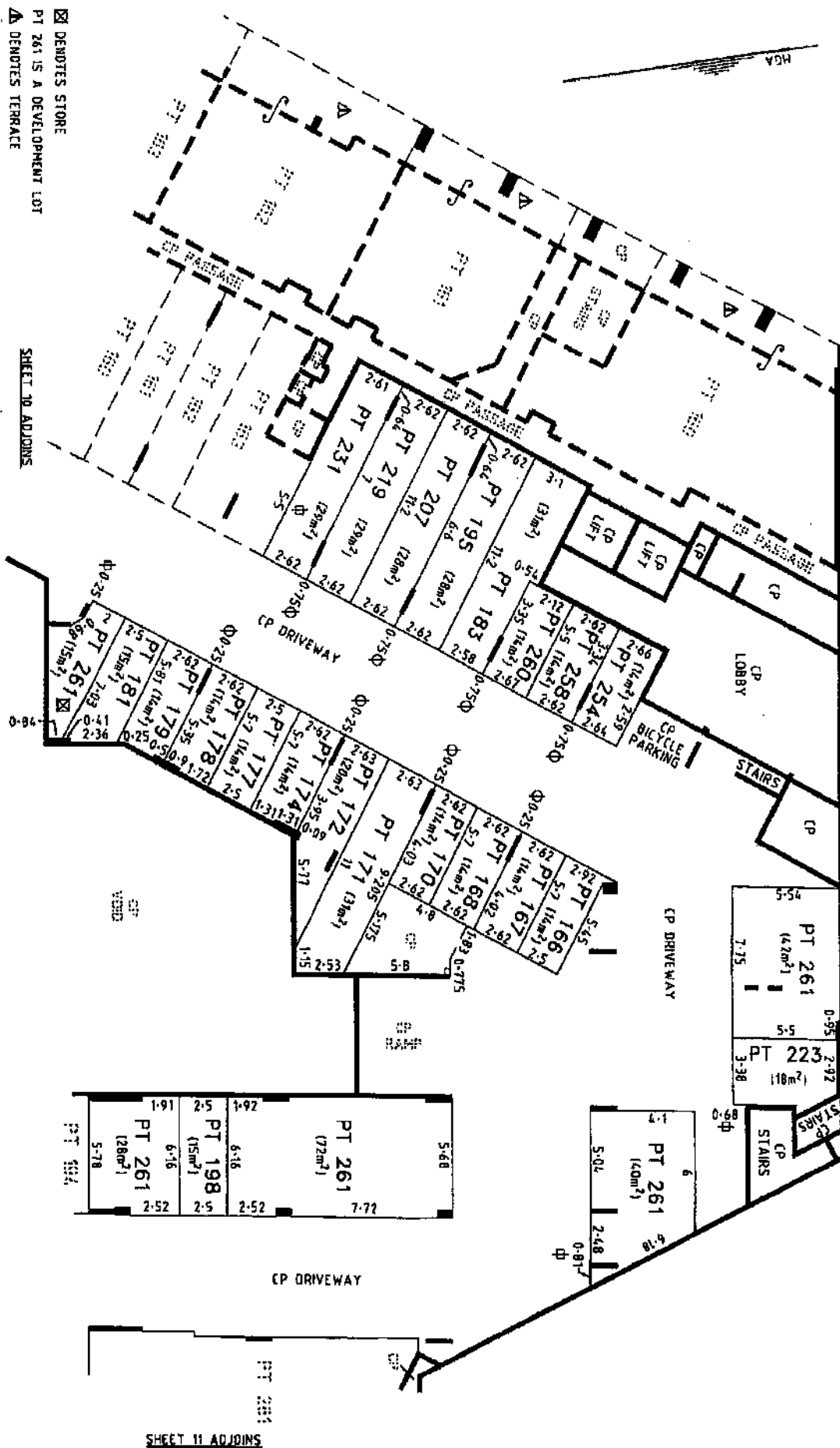


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Sheet No 9 of 22 Sheets

## SP67616

BOUNDARIES SHOWN THUS  
ARE TO CORNER OF COLUMN



\*OFFICE USE ONLY

Lengths are in metres



**SURVEYOR'S REFERENCE: 123223/3**

**General Manager/Authorized Person/Registered Carrier**



STRATA PLAN FORM 2

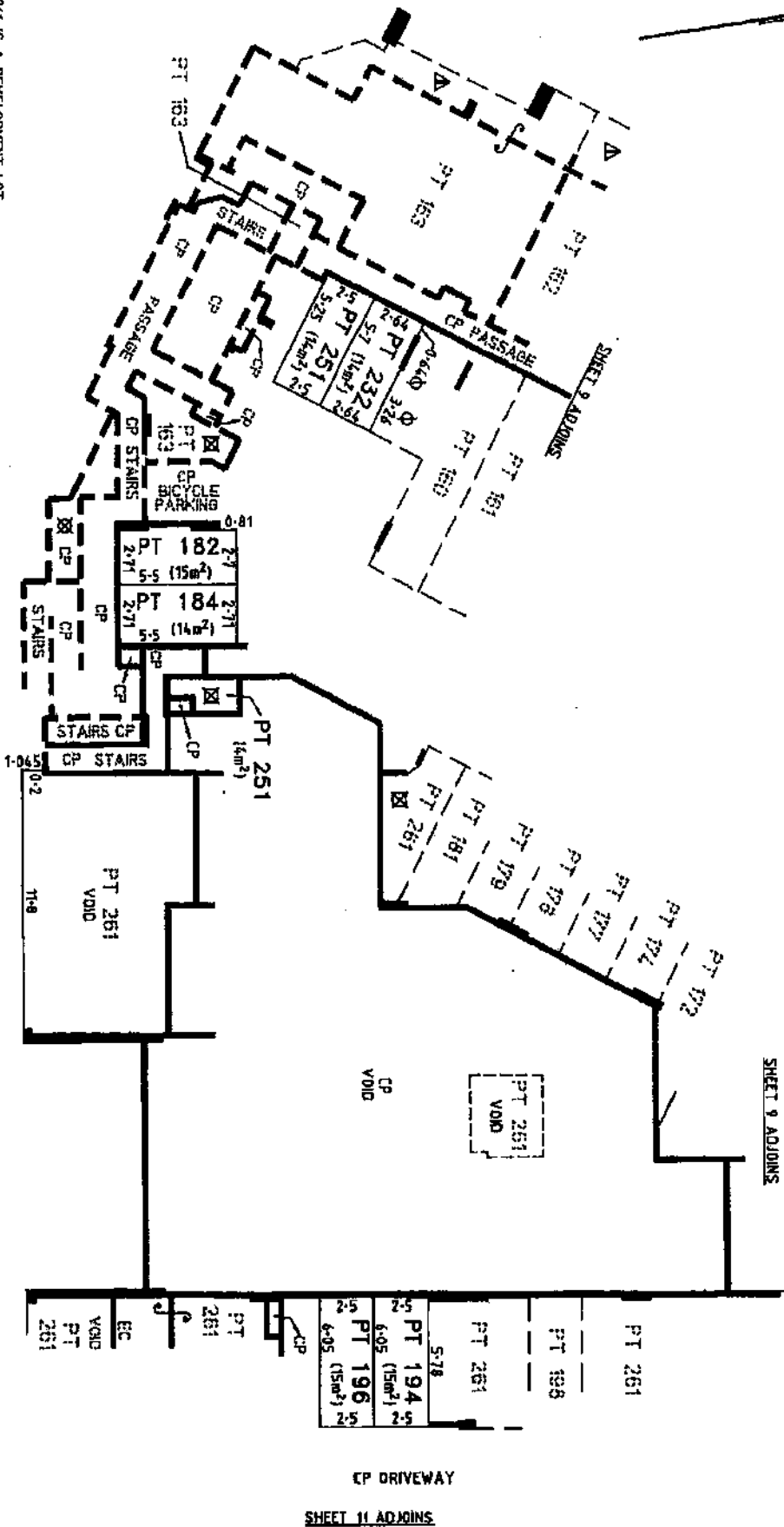
WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 22 Sheets

BUILDING 1  
GROUND LEVEL

SP67616

BOUNDARIES SHOWN THUS  
ARE TO CORNER OF COLUMN  
BOUNDARIES SHOWN THUS ARE  
TO CENTRE OF COLUMN AT FACE  
UNLESS OTHERWISE SHOWN



PT 261 IS A DEVELOPMENT LOT  
 ☒ DENOTES STORE  
 ☒ DENOTES PLANTER  
 ▲ DENOTES TERRACE  
 CP DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973  
 AND ARE APPROXIMATE ONLY.

EC DENOTES EDGE OF CONCRETE  
 ⌀ DENOTES PROLONGATION OF CENTRE OF COLUMN

Reduction Ratio is: 200

Lengths are in metres



Surveyor Registered under Surveyors Act 1920  
 SURVEYOR'S REFERENCE: 12323/3







STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

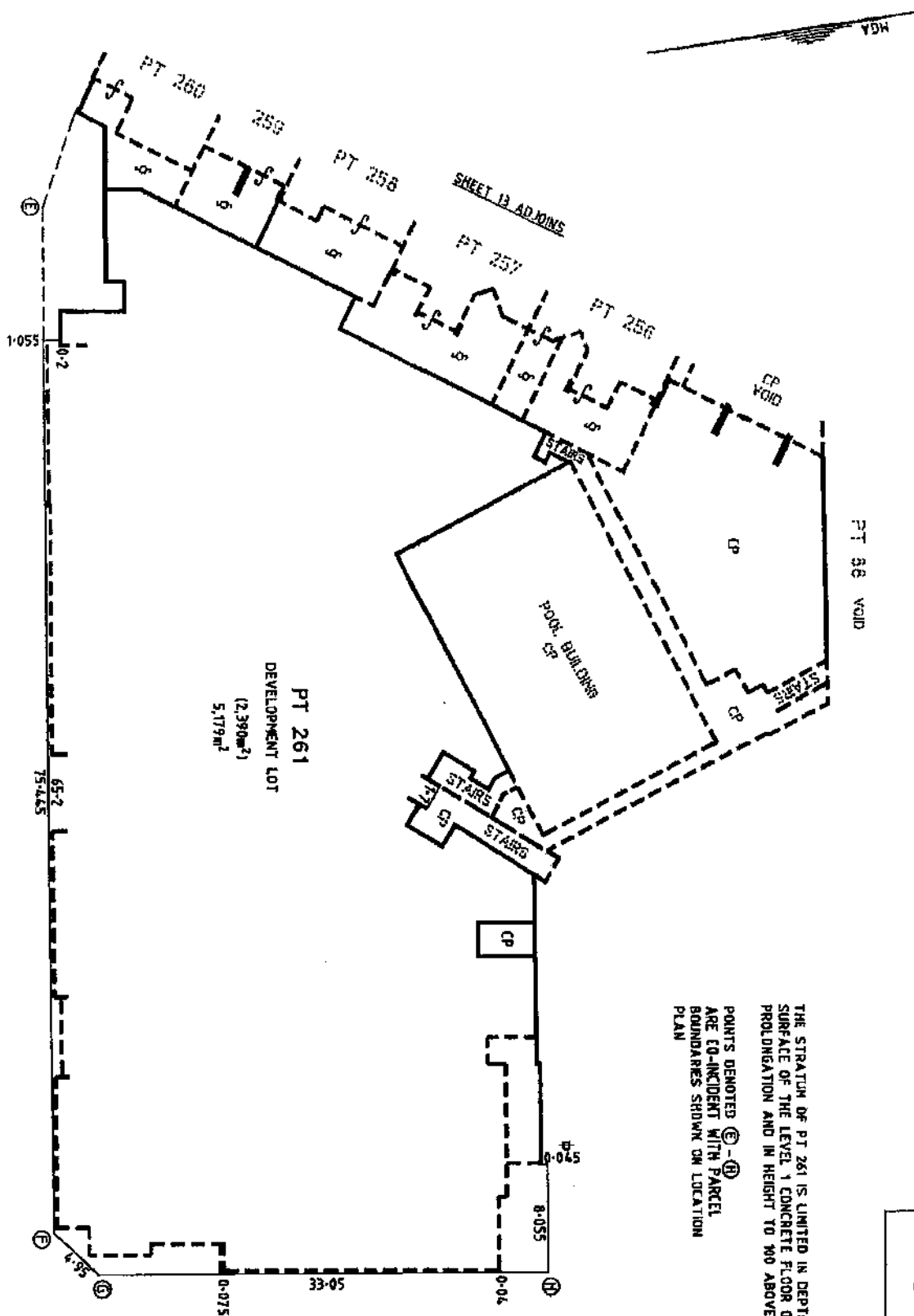
Sheet No. 12 of 22 Sheets

SP67616

LEVEL 1

THE STRATUM OF PT 261 IS LIMITED IN DEPTH TO THE UNDER SURFACE OF THE LEVEL 1 CONCRETE FLOOR OR ITS HORIZONTAL PROLONGATION AND IN HEIGHT TO TWO ABOVE THAT SURFACE

POINTS DENOTED (E)-(H) ARE CO-INCIDENT WITH PARCEL BOUNDARIES SHOWN ON LOCATION PLAN



CP DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973  
 AND ARE APPROXIMATE ONLY.

CP DENOTES PROLONGATION OF FACE OF WALL

Reduction Ratio to 300

Lengths are in metres

Surveyor Registered under Surveyors Act 1929  
 SURVEYOR'S REFERENCE: 123213/3

OFFICE USE ONLY



STRATA PLAN FORM 2

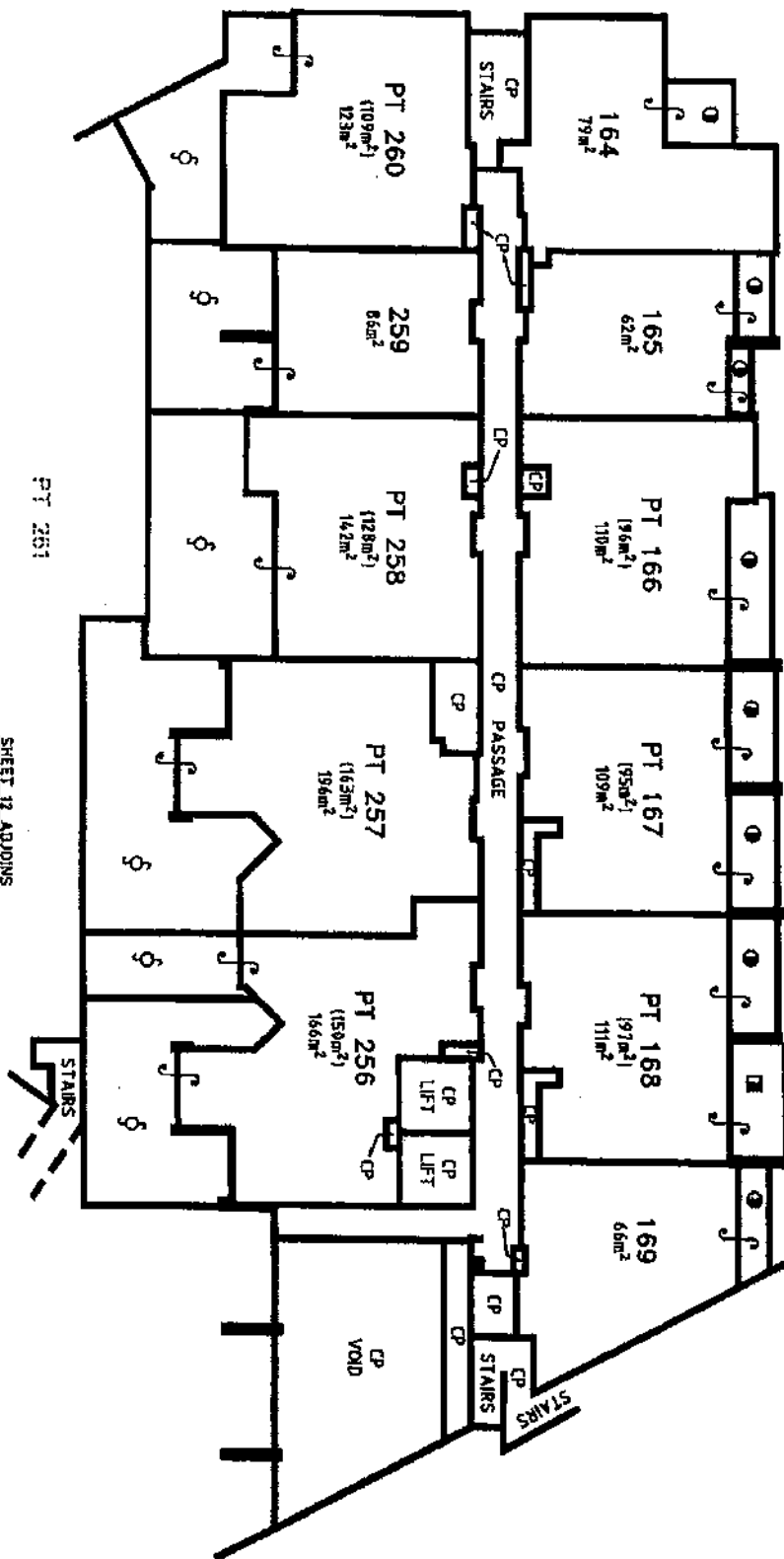
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Sheet No. 13 of 22 Sheets

BUILDING 1

LEVEL 1

SP67616



○ DENOTES COURTYARD  
 □ DENOTES ENCLOSED BALCONY  
 ● DENOTES BALCONY (COVERED)  
 CP DENOTES COMMON PROPERTY

THE STRATA OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1928  
 SURVEYOR'S REFERENCE: 723223/3

Consent Manager/Authorised Person/Registered Certifier



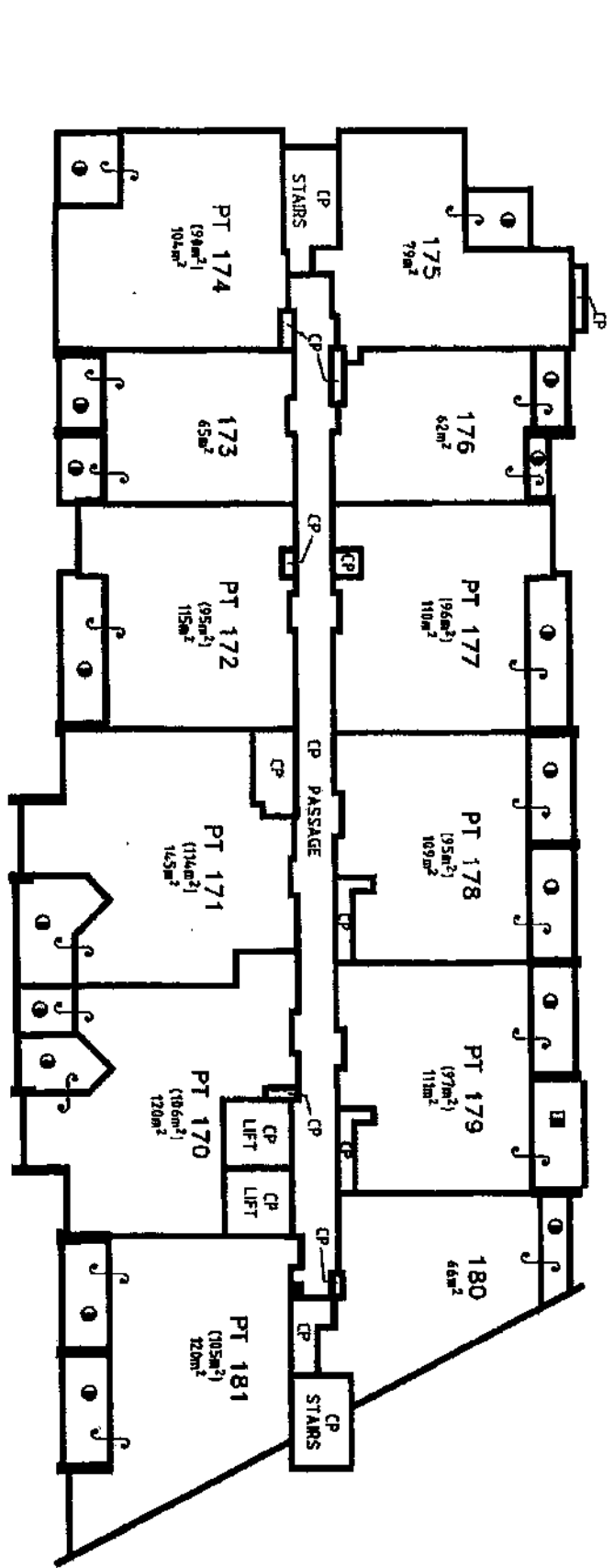
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 22 Sheets

BUILDING 1  
LEVEL 2

SP67616



☐ DENOTES ENCLOSED BALCONY  
☐ DENOTES BALCONY  
 CP DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
 Surveyor's REFERENCE: 123223/3  
 Clays Pine-Tuck  
 General Manager/Authorised Person/Responsible Officer



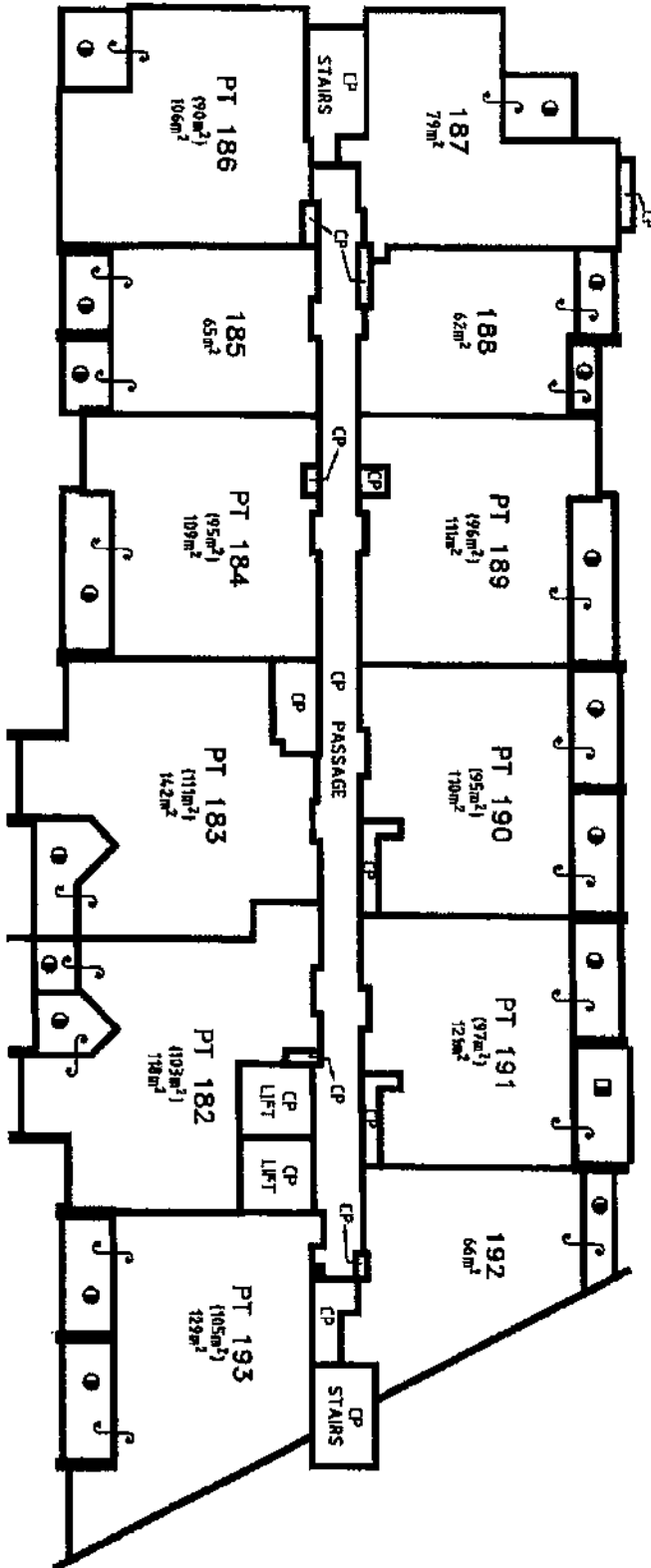
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 22 Sheets

BUILDING 1  
 LEVEL 3

SP67616



■ DENOTES ENCLOSED BALCONY  
 ○ DENOTES BALCONY (COVERED)  
 CP DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
 STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973  
 AND ARE APPROXIMATE ONLY.

Reduction Ratio ± 200

Lengths are in metres



*Alayne Birtwell*  
 Surveyor Registered under Singapore Act 1929  
 SURVEYOR'S REFERENCE 12372/3

*David Tan*  
 General Manager/Authorized Person/Associate/Assistant



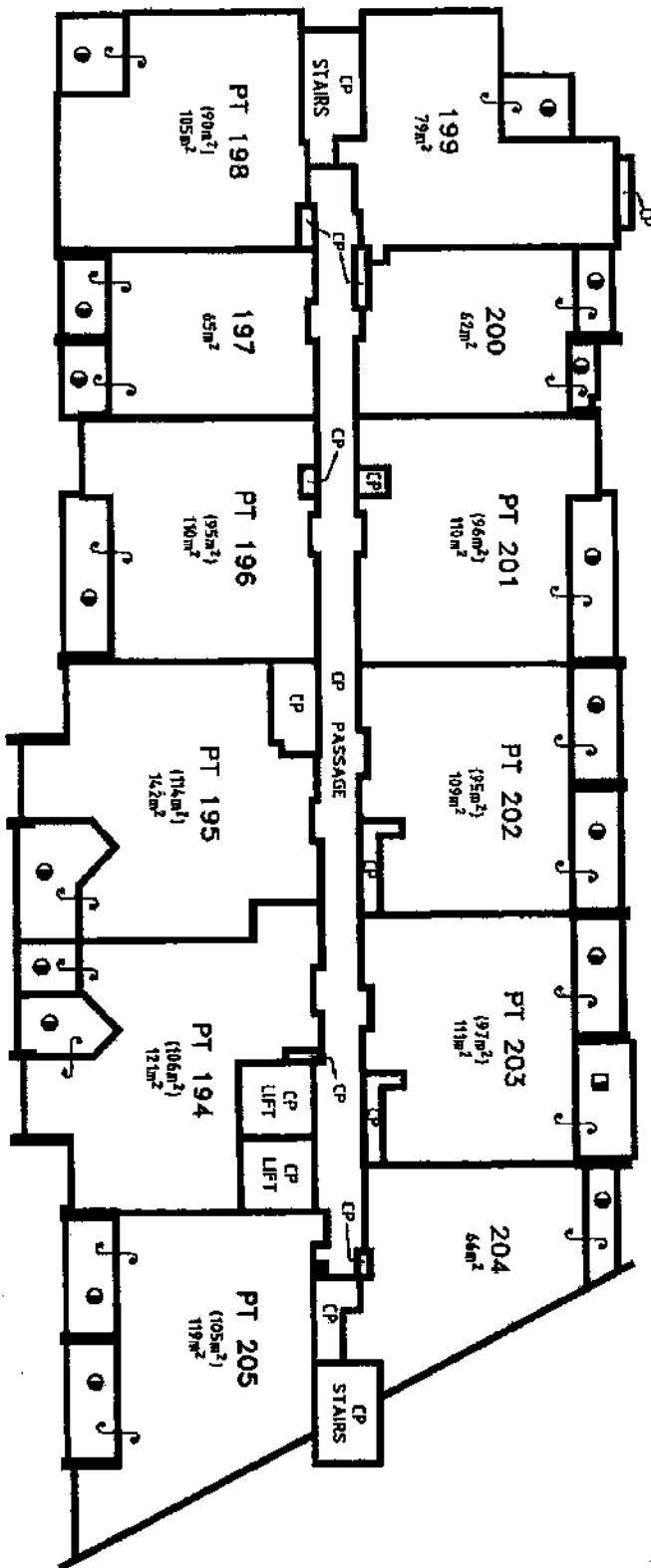
STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 16 of 22 Sheets

BUILDING 1  
LEVEL 4

SP67616



■ DENOTES ENCLOSED BALCONY  
 ○ DENOTES COMMON PROPERTY  
 CP DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1920  
 Surveyor's REFERENCE: 123223/3  
 General Manager/Authorised Person/Responsible Officer



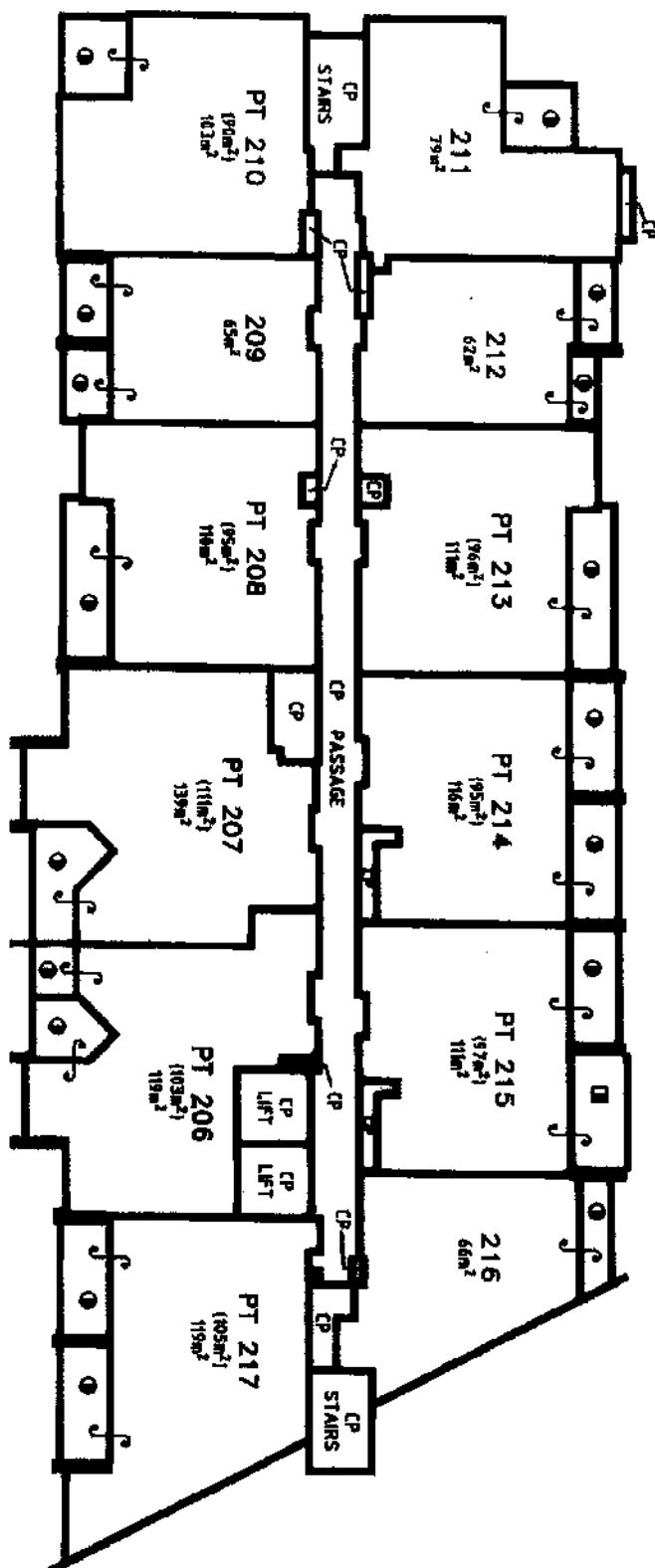
**STRATA PLAN FORM 2**

**WARNING: CHARGING OR FOLDING WILL LEAD TO INJURY OR DEATH**

**Sheet No. 17 of 22 Sheets**

BUILDING 1  
LEVEL 5

**SP67616**



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

### Reduction Ratio in 2000

**Lasagna** are in meters



*Chicago River-Tank*  
 Sawyer Registered under Sawyer Act 1928  
 SAWYER'S REGISTRATION: 123213/3

David Rosenberg  
General Manager/Authorized Person/Inspected Officer

OFFICE USE ONLY



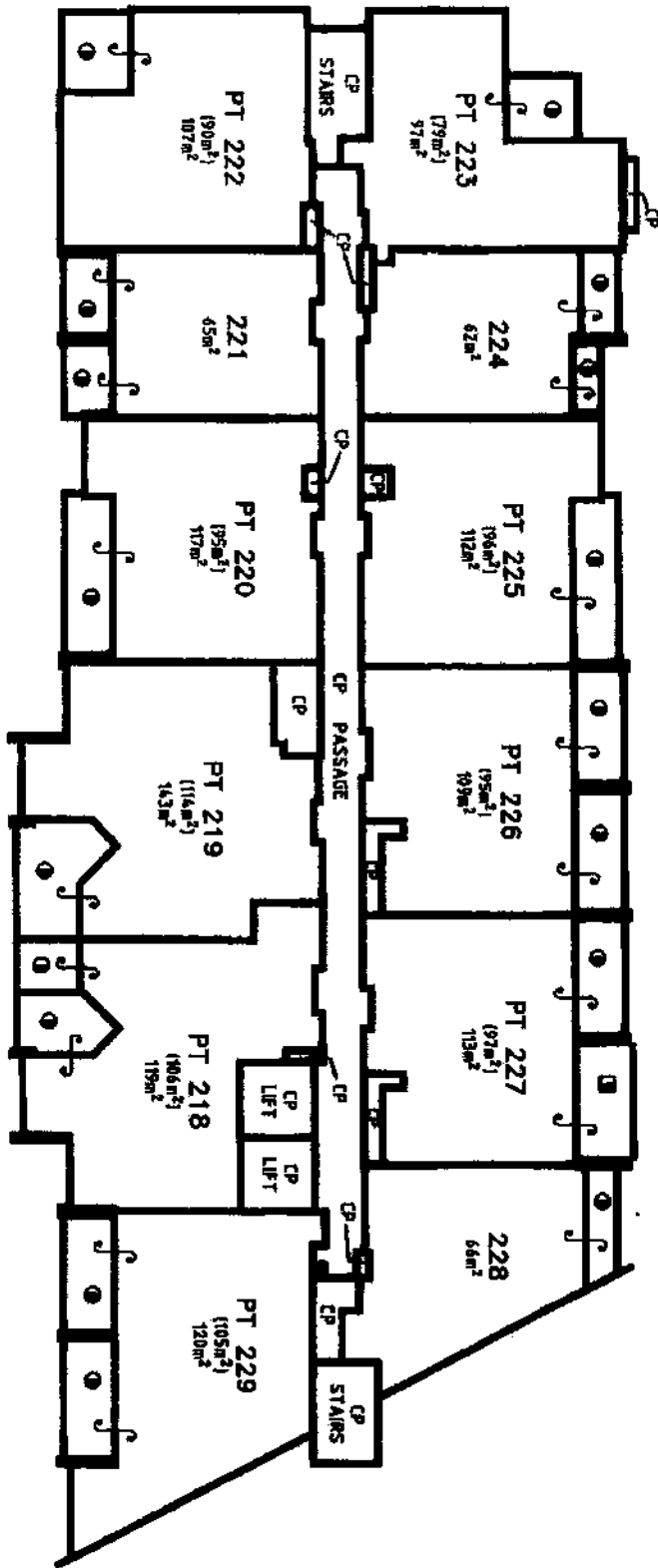
STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO DESTRUCTION

Sheet No. 18 of 22 Strata

BUILDING 1  
LEVEL 6

SP67616



■ DENOTES ENCLOSED BALCONY  
● DENOTES BALCONY  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (PREHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929  
Shayne Dine-Fox  
SURVEYOR'S LICENSE NO. 123213/3

Surveyor Registered under Surveyors Act 1929  
David J. Brown  
SURVEYOR'S LICENSE NO. 123213/3



STRATA PLAN FORM 2

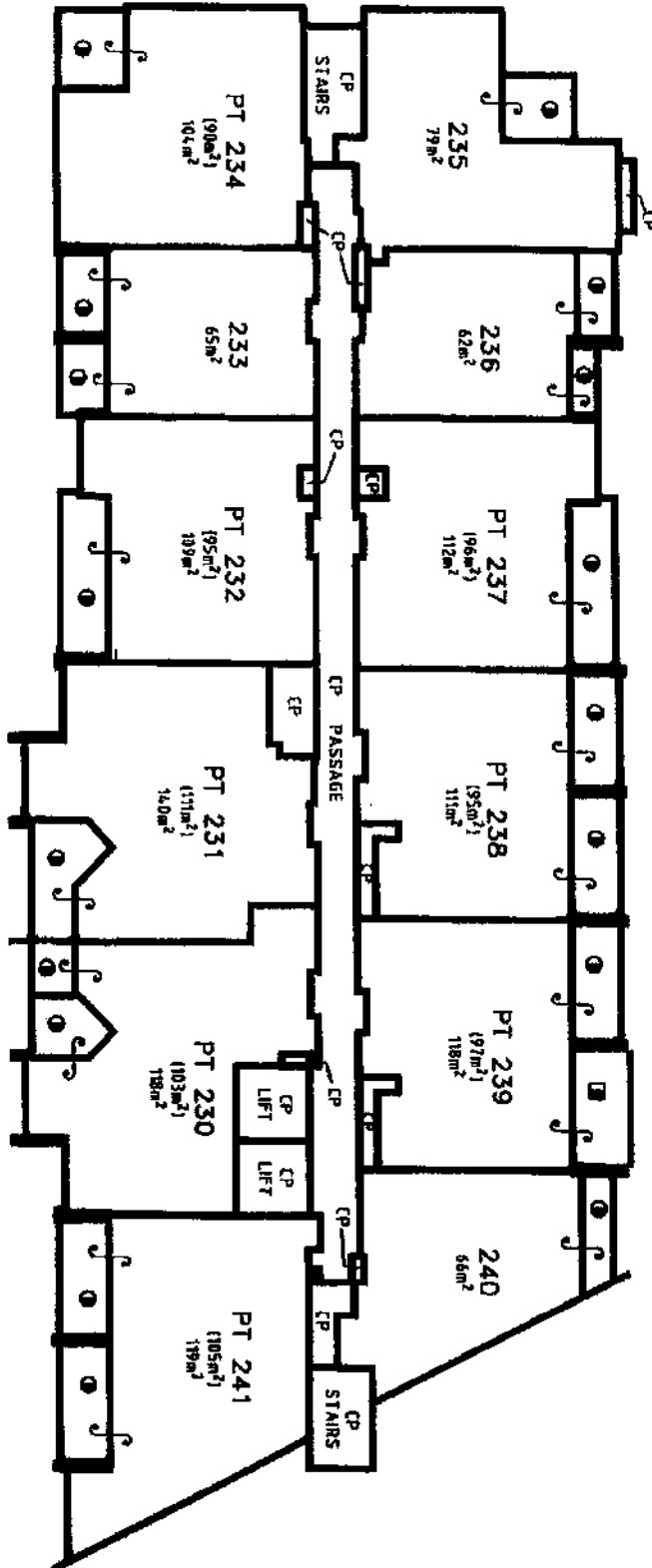
WARNING: CREATING OR FOLDING WILL LEAD TO DESTRUCTION

Sheet No. 19 of 22 Sheets

BUILDING 1

LEVEL 7

SP67616



■ DEMOTES ENCLOSED BALCONY  
 ● DEMOTES BALCONY (COVERED)  
 CP DEMOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973  
 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:200

Lengths are in metres



*Alayne Bice-Suck*  
 Surveyor Registered under Surveyors Act 1928  
 SURVEYOR'S REFERENCE: 123223/3

*David Brown*  
 Licensed Valuer/Property Practitioner - Property/Leased/Conveyancing



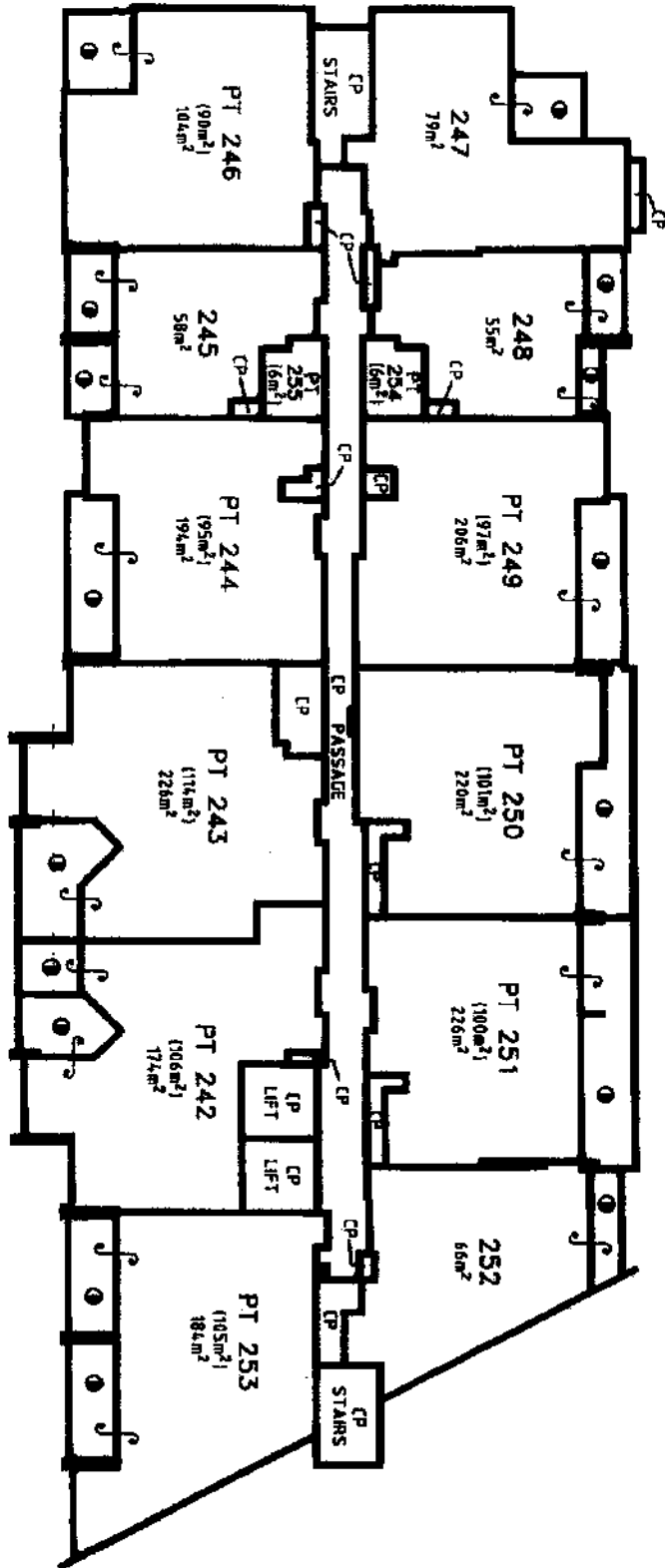
STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO DEFECTION

Sheet No. 20 of 22 Sheets

BUILDING 1  
LEVEL 8

SP67616



THE CIRCULAR STAIRS WITHIN PT 242,  
PT 243, PT 251 AND PT 253 FORM PART  
OF THE LOT.

THE STRATUM OF THE BALCONIES (PT 242, PT 243,  
PT 251 AND PT 253) IS LIMITED IN HEIGHT TO 5 ABOVE  
THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE  
BASE EXCEPT WHERE COVERED.

THE STRATUM OF THE BALCONIES (PT 244-250  
AND PT 252) IS LIMITED IN HEIGHT TO 2.5 ABOVE  
THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE  
BASE EXCEPT WHERE COVERED.

● DENOTES BALCONY  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
STRATA SCHEMES (GREENFIELD DEVELOPMENT) ACT 1973  
AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:200

Lengths are in metres



OFFICE USE ONLY

Surveyor Registered under Singapore Act 1929  
 SURVEYOR'S REFERENCE: 12323/3



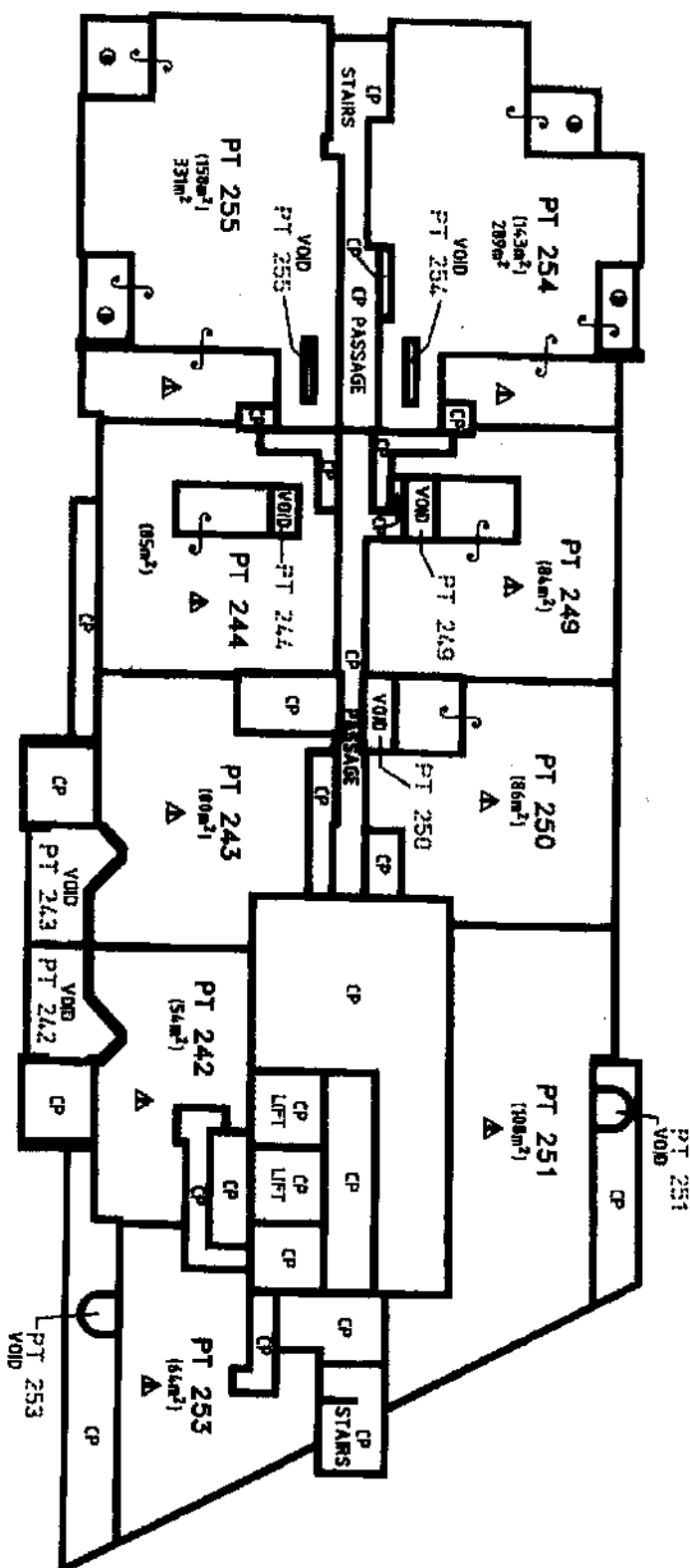
**STRATA PLAN FORM 2**

**WARNING: OVERTIME OR FOLLOWS WILL LEAD TO REJECTION**

**Sheet No. 21 of 22 Sheets**

**BUILDING 1**

SP67616



▲ DENOTES TERRACE  
 ● DENOTES BALCONY  
 □ DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE STRATA SCHEMES (FREHOLD ODDS) AND ARE APPROXIMATE ONLY.

THE STRUTS OF THE TERRACES IS LIMITED IN HEIGHT TO 2-5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED

THE STRUTS OF THE TERRACES IS LIMITED IN HEIGHT TO 2-5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Made 1:200

**Longlife are in meters**



*Adelphiene Drive - Trust*  
 SUMNER BUILDING UNDER PURCHASE ACT 1925  
 SUMNER'S BUILDING: 122822/3

*David Brown*  
 Owner/Manager/Authorized Person/Inspected Officer

\*OFFICE USE ONLY



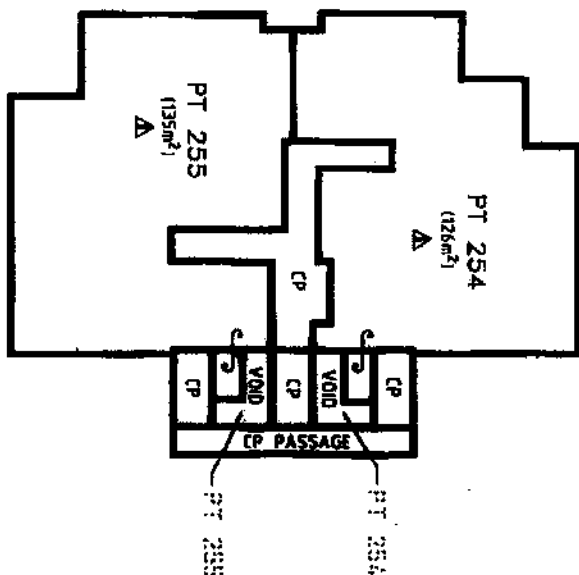
STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 22 of 22 Sheets

SP67616

**BUILDING 1**  
**LEVEL 10**



METAL PERGOLAS ERECTED WITHIN THE TERRACES AT THE DATE OF REGISTRATION OF THIS PLAN FORM PART OF THE COMMON PROPERTY

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED.

△ DENOTES TERRACE

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1:200

Lengths are in metres



OFFICE USE ONLY

Surveyor Registered under Surveyors Act 1920  
 Surveyor's Reference: 123123/3



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3)  
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973**

Sheet 2 of 3 Sheets

**SP67616**

Plan of Subdivision of  
Lot 89 in SP 67161

**Full Name and Address of Proprietor of the Land:**


Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

**PART 2 (Cont'd.)**

3. The Council may, by written notice, require the registered proprietor to attend to any matter and to carry out any such work within such time as Council may require to ensure the proper and efficient performance of the stormwater detention tanks and to that extent section 88F(2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly.
4. If the registered proprietor fails to comply with the terms of any written notice issued by the Council under Clause 3, the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice. In carrying out any work under this Clause 4, the Council must:
  - (a) cause as little inconvenience as is practicable to the registered proprietor and any occupier of the lot burdened; and
  - (b) repair damage which it causes to the stormwater detention tanks or the private pipe or any surrounding areas; and
  - (c) take all reasonable precautions to ensure that the lot burdened is disturbed as little as possible.

If necessary the Council may recover from the registered proprietor, in a court of competent jurisdiction, any expense reasonably incurred in exercising its rights under this clause and lodge a charge over the land in accordance with Clause 88F(4) of the Conveyancing Act 1919.

5. The registered proprietor will not make any alterations or additions to the private pipe or the stormwater detention tank without the prior written consent of the Council.
6. If the lot burdened is the strata scheme, the burden of this covenant attaches to the common property for the strata scheme and not the lots within that strata scheme.



88B/22313\_3 (1B1)



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3)  
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973**

**SP67616**

Sheet 3 of 3 Sheets

Plan of Subdivision of  
Lot 89 in SP 67161

Full Name and Address of Proprietor of the Land:

Meriton Apartments Pty. Limited,  
267-277 Castlereagh Street,  
Sydney, NSW 2000

NAME OF AUTHORITY EMPOWERED TO RELEASE OR VARY OR MODIFY THE  
POSITIVE COVENANT REFERRED TO:

South Sydney City Council.



*[Signature]*  
SECRETARY

*[Signature]*  
DIRECTOR

REGISTERED



4.04.2002

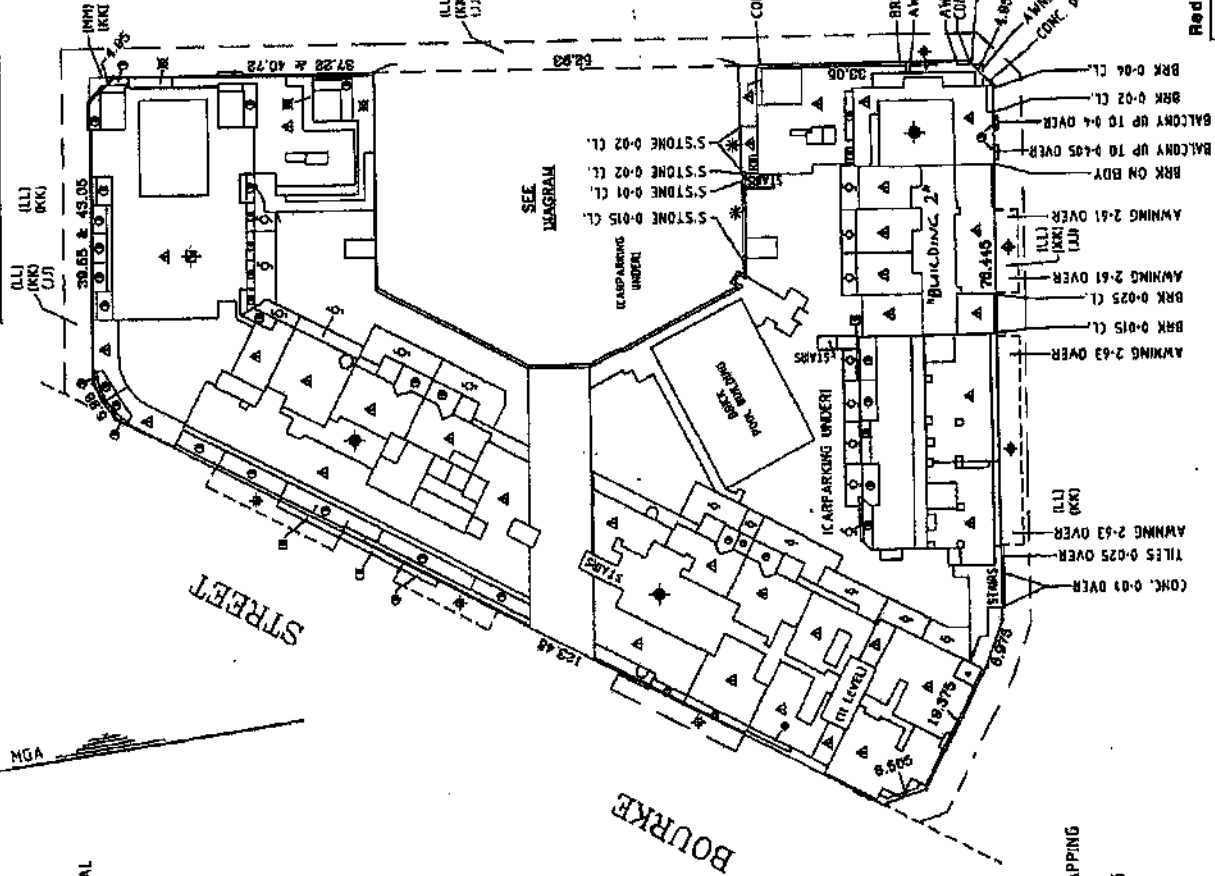






- DENOTES 10 LEVEL BRICK COMMERCIAL & RESIDENTIAL FLAT BUILDING (CARPARKING UNDER)
- DENOTES 9 LEVEL BRICK RESIDENTIAL FLAT BUILDING (CARPARKING UNDER)

LOCATION PLAN



SP68677

VIDE DP 1035823

- (IMH) EASEMENT FOR ENCRANCHING STRUCTURES 0-3 WIDE (MM) LIMITED IN DEPTH
- (IID) EASEMENT FOR ENCRANCHING STRUCTURES VARIABLE WIDTH (ID) LIMITED IN DEPTH
- (IJJ) EASEMENT FOR ENCRANCHING STRUCTURE 4 WIDE (JJ)
- (KK) EASEMENT FOR ACCESS VARIABLE WIDTH (KK) LIMITED IN DEPTH
- (LL) EASEMENT FOR SERVICES VARIABLE WIDTH (LL)
- (MM) EASEMENT FOR ENCRANCHING STRUCTURES VARIABLE WIDTH (MM) LIMITED IN DEPTH

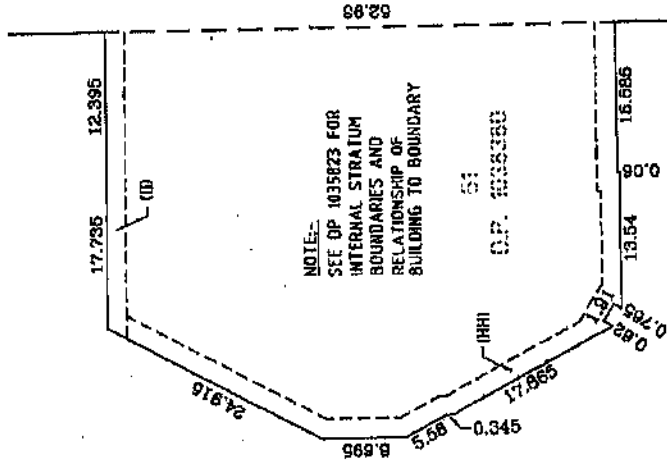


DIAGRAM  
(BOUNDARIES AND EASEMENTS)  
NOT TO SCALE



Lengths are in metres

Reduction Ratio 1:100

*Wangye* *Wangye - Trust*

General Manager/Authorised Person/Registered-Geomatics

Surveyor Registered under Surveyors Act 1928

SURVEYOR'S REFERENCE: 121723/4

- \* DENOTES SANDSTONE CAPPING UP TO 0-02 OVER
- DENOTES METAL AWNING
- DENOTES COURTYARD
- DENOTES PLANTER
- DENOTES TERRACE
- DENOTES BALCONY
- DENOTES ENCLOSED BALCONY



## SCHEDULE OF UNIT ENTITLEMENT

SP68677

LOT No	U.E.
262	52
263	85
264	86
265	42
266	53
267	51
268	48
269	55
270	41
271	68
272	57
273	61
274	75
275	60
276	64
277	66
278	60
279	68
280	61
281	66
282	73
283	42
284	61
285	54
286	42

LOT No	U.E.
287	54
288	79
289	55
290	41
291	48
292	56
293	41
294	68
295	58
296	58
297	72
298	60
299	62
300	64
301	59
302	61
303	71
304	62
305	63
306	69
307	49
308	60
309	57
310	61
311	58

LOT No	U.E.
312	41
313	49
314	59
315	51
316	69
317	60
318	60
319	74
320	63
321	64
322	67
323	63
324	63
325	73
326	64
327	65
328	71
329	51
330	71
331	52
332	71
333	81
334	63
335	77
336	101

LOT No	U.E.
337	66
338	68
339	76
340	91
341	83
342	111
343	60
344	54
345	61
346	52
347	42
348	52
349	60
350	53
351	41
352	1

AGG 5,571



Lengths are in metres

Reduction Ratio 1:

Wang Dine-Tuck

General Manager/Authorised Person/Registered-Certific

Surveyor Registered under Surveyors Act 1929

SURVEYOR'S REFERENCE: 113273/4



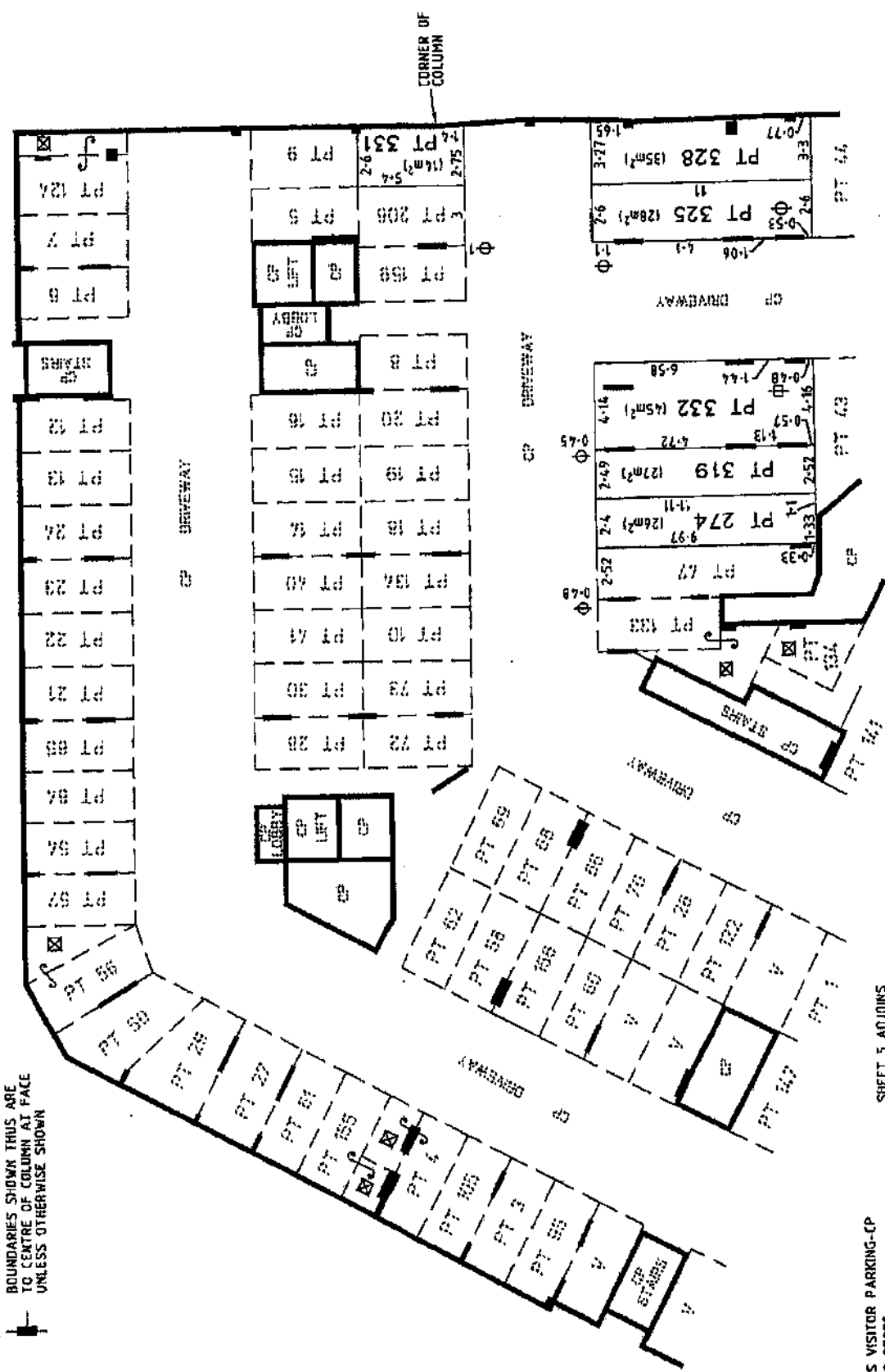
SP68677

CARPARKING LEVEL 1

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN

BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

MGA



V DENOTES VISITOR PARKING-CP  
 X DENOTES STORE  
 CP DENOTES COMMON PROPERTY

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

SHEET 5 ADJOINS

Φ DENOTES PROLONGATION OF CENTRE OF COLUMN  
 Φ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

Reduction Ratio 1:200

Lengths are in metres

*Robert Thomas*  
 General Manager/Authorised Person/Assessed-Competence

Surveyor Registered under Surveyors Act 1929

SURVEYOR'S REFERENCE: 123223/4



BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN  
BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

# CARPARKING LEVEL 1

SP68677



- ☒ DENOTES STORE
- ☒ DENOTES DISABLED PARKING
- ☒ DENOTES VISITOR PARKING-CP
- ☒ DENOTES COMMON PROPERTY

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

☐ DENOTES PROLONGATION OF CENTRE OF COLUMN

Reduction Ratio 1:200

Lengths are in metres

*Maple Dialect*

*John D. Dialect*

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Registered-Geodetic

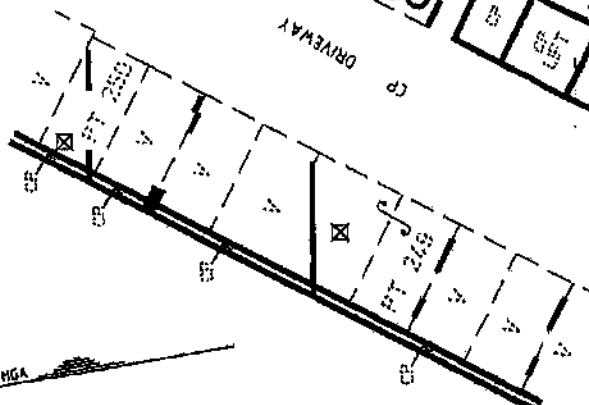
SURVEYOR'S REFERENCE: 123223/4



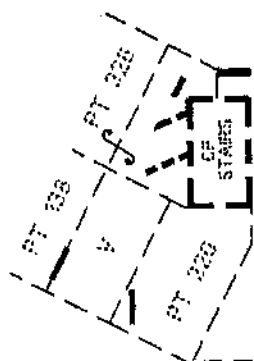
SP68677

CARPARKING LEVEL 1

HGA



SHEET 5 ADJOINS



DRIVEWAY

DRIVEWAY

PT 266	2.72	3.9	(15m <sup>2</sup> )	0.23	PT 269	2.6	5.52	(15m <sup>2</sup> )	0.2	PT 272	2.2	5.52	(13m <sup>2</sup> )	0.5	PT 275	2.7	3.9	(15m <sup>2</sup> )	0.22	PT 276	2.9	2.9	(14m <sup>2</sup> )	0.22	PT 277	2.2	5.52	(14m <sup>2</sup> )	0.21	PT 278	2.2	3.9	(14m <sup>2</sup> )	0.2	PT 279	2.7	5.5	(15m <sup>2</sup> )	0.05	PT 280	2.8	5.5	(15m <sup>2</sup> )	0.05	PT 281	2.9	3.8	(15m <sup>2</sup> )	0.05	PT 282	2.8	5.5	(15m <sup>2</sup> )	0.06	PT 283	2.7	3.4	(15m <sup>2</sup> )	0.06	PT 284	2.8	5.5	(15m <sup>2</sup> )	0.06	PT 285	2.7	3.4	(15m <sup>2</sup> )	0.06	PT 286	2.8	5.5	(15m <sup>2</sup> )	0.06	PT 287	2.7	3.4	(15m <sup>2</sup> )	0.07	PT 288	2.9	3.85	(122m <sup>2</sup> )	0.07	PT 289	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 290	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 291	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 292	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 293	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 294	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 295	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 296	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 297	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 298	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 299	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 300	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 301	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 302	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 303	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 304	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 305	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 306	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 307	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 308	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 309	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 310	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 311	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 312	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 313	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 314	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 315	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 316	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 317	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 318	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 319	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 320	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 321	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 322	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 323	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 324	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 325	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 326	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 327	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 328	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 329	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 330	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 331	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 332	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 333	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 334	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 335	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 336	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 337	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 338	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 339	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 340	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 341	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 342	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 343	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 344	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 345	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 346	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 347	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 348	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 349	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 350	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 351	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 352	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 353	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 354	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 355	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 356	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 357	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 358	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 359	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 360	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 361	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 362	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 363	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 364	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 365	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 366	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 367	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 368	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 369	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 370	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 371	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 372	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 373	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 374	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 375	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 376	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 377	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 378	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 379	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 380	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 381	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 382	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 383	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 384	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 385	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 386	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 387	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 388	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 389	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 390	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 391	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 392	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 393	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 394	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 395	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 396	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 397	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 398	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 399	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 400	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 401	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 402	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 403	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 404	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 405	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 406	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 407	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 408	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 409	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 410	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 411	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 412	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 413	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 414	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 415	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 416	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 417	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 418	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 419	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 420	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 421	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 422	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 423	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 424	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 425	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 426	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 427	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 428	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 429	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 430	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 431	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 432	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 433	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 434	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 435	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 436	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 437	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 438	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 439	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 440	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 441	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 442	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 443	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 444	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 445	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 446	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 447	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 448	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 449	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 450	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 451	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 452	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 453	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 454	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 455	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 456	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 457	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 458	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 459	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 460	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 461	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 462	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 463	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 464	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 465	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 466	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 467	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 468	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 469	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 470	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 471	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 472	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 473	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 474	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 475	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 476	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 477	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 478	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 479	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 480	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 481	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 482	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 483	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 484	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 485	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 486	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 487	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 488	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 489	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 490	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 491	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 492	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 493	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 494	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 495	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 496	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 497	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 498	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 499	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 500	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 501	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 502	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 503	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 504	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 505	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 506	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 507	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 508	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 509	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 510	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 511	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 512	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 513	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 514	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 515	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 516	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 517	2.8	5.5	(17m <sup>2</sup> )	0.07	PT 518	2.7	3.4	(17m <sup>2</sup> )	0.07	PT 519	2.8	5.5
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CARPARKING LEVEL 1

198945

THE INTERNAL ACCESS STAIRS  
WITHIN PT 262 [33m<sup>2</sup>] FORM  
PART OF THE LOT.

THE MEZZANINE LEVEL FLOOR  
AND INTERNAL ACCESS STAIRS  
WITHIN PT 264 (81m<sup>2</sup>) FORM  
PART OF THE LOT.

OFFICE USE ONLY

SHEET 8 ADJOINS

DRIVEWAY

CP DRIVEWAY

**Lengths are in metres**

Reduction Ratio 1: 200

$\phi$  DENOTES PROLONGATION OF CENTRE OF COLUMN

th DENOTES PROLONGATION OF FACE OF COLUMN

Edith Cameron

**Survivor Registered under Survivors Act 1929**

**SURVEYOR'S REFERENCE: 173223/4**

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

**Survivor Registered under Survivors Act 1929**

**SURVEYOR'S REFERENCE: 173223/4**

ECI DENOTES EASTERN FACE OF CONCRETE ABOVE

RENTALS VISITOR PARKING-SP

CP DENOTES COMMON PROPERTY

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

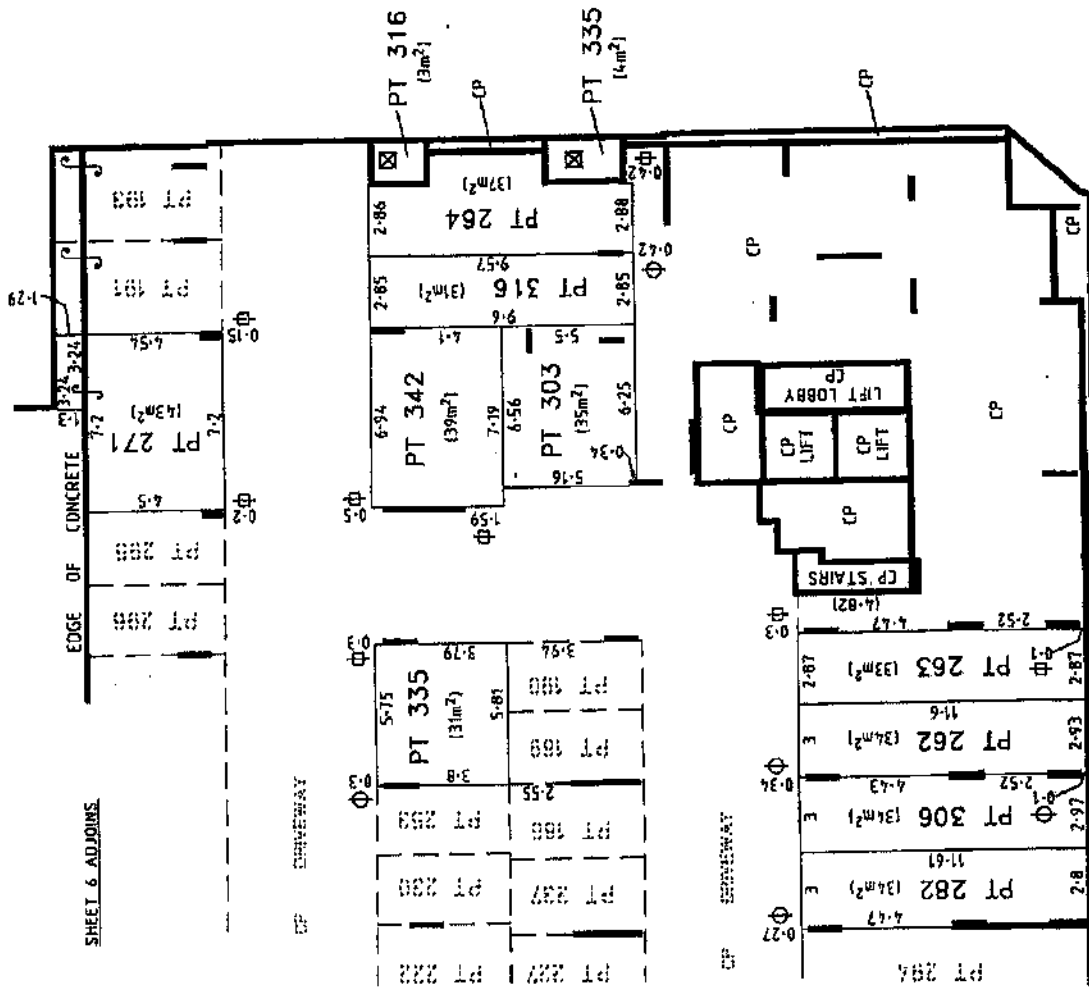
Req: R189637 / Doc: 8P 0068677 P / Rev: 28-Aug-2002 / Str: BC.OK / Prt: 17-Jul-2012 15:40 / Pg: 11 / Seq: 7 of 20  
Ref: 120265 / Src: M



MGA

## CARPARKING LEVEL 1

SP68677



SHEET 7 ADJOINS

BOUNDARIES SHOWN THUS  
ARE TO CORNER OF COLUMN  
BOUNDARIES SHOWN THUS ARE  
TO CENTRE OF COLUMN AT FACE  
UNLESS OTHERWISE SHOWN

☒ DENOTES STORE  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEDOM OF DEVELOPMENT) ACT 1973  
AND ARE APPROXIMATE ONLY.

Φ DENOTES PROLONGATION OF CENTRE OF COLUMN  
Φ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

Reduction Ratio 1:200

Lengths are in metres



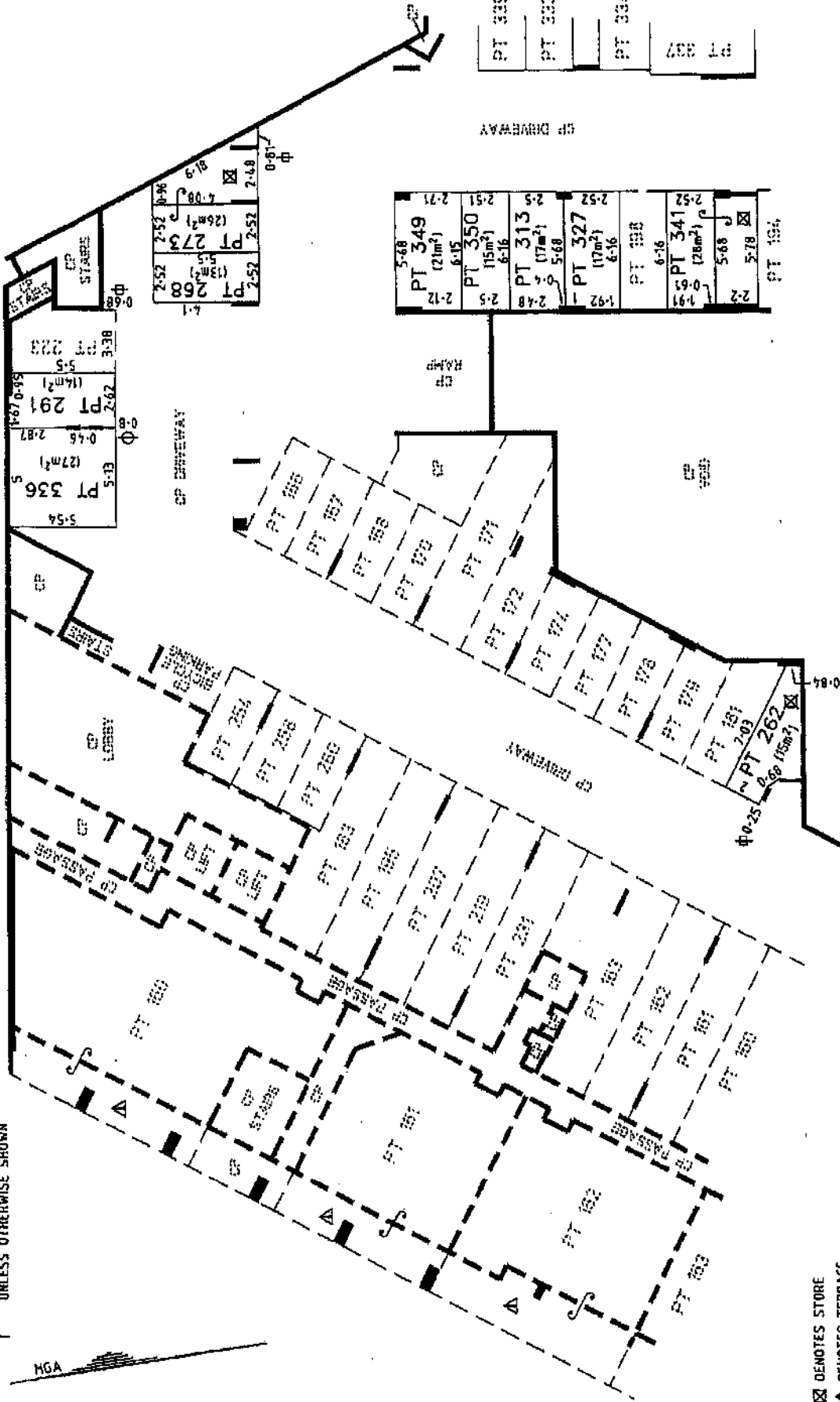
*Wangye Wang*  
General Manager/Authorized Person/Accredited Certifier

Surveyor Registered under Surveyors Act 1928  
SURVEYOR'S REFERENCE: 123223/1



SP68677

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN  
BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN



☒ DENOTES STORE  
△ DENOTES TERRACE  
CP DENOTES COMMON PROPERTY

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

Φ DENOTES PROLONGATION OF CENTRE OF COLUMN  
⊥ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

Reduction Ratio 1:200

Lengths are in metres

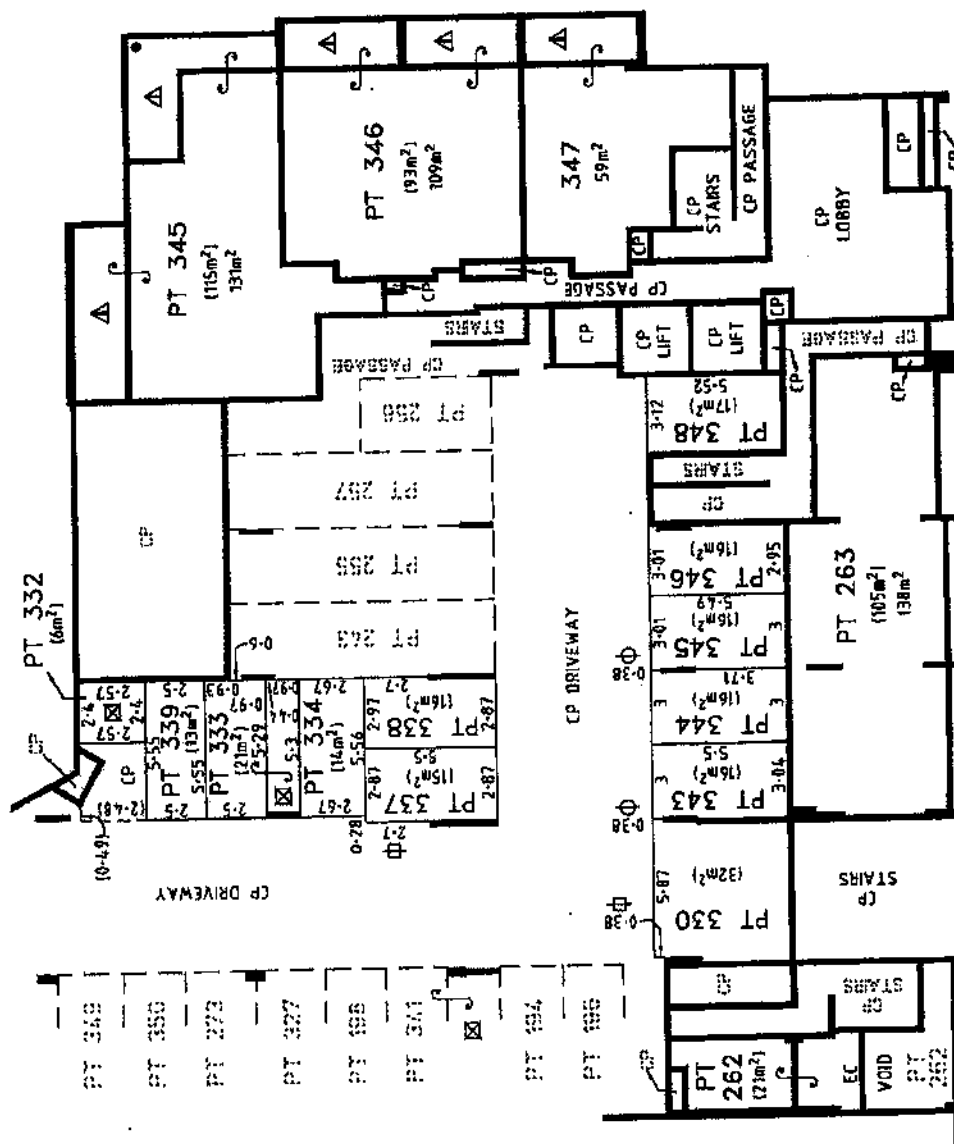
*Wayne R. Fries*  
General Manager/Authorised Person/Associated Certifier

Surveyor Registered under Surveyors Act 1929  
SURVEYOR'S REFERENCE 123723/4



**SP68677**

**GROUND LEVEL**



**SHEET 9 ADJOINS**

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

BOUNDARIES SHOWN THUS  
ARE TO CORNER OF COLUMN

BOUNDARIES SHOWN THUS ARE  
TO CENTRE OF COLUMN AT FACE  
UNLESS OTHERWISE SHOWN

☒ NEWTON'S STORE

**A DENTES TERRATE**

~~5702470-520918-6~~

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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

REF DENOTES EDGE OF CONCRETE

Ⓢ DENOTES PROLONGATION OF FACE OF COLUMN

Reduction Ratio 1: 200

Lengths are in metres

Swame Dive-Tech

*Debra L. Parnis*  
General Manager/Authorised Person/Accredited Certifier

**General Manager/Authorised Person/Accredited-Certifier**

**SURVEYOR'S REFERENCE: 123223/4**

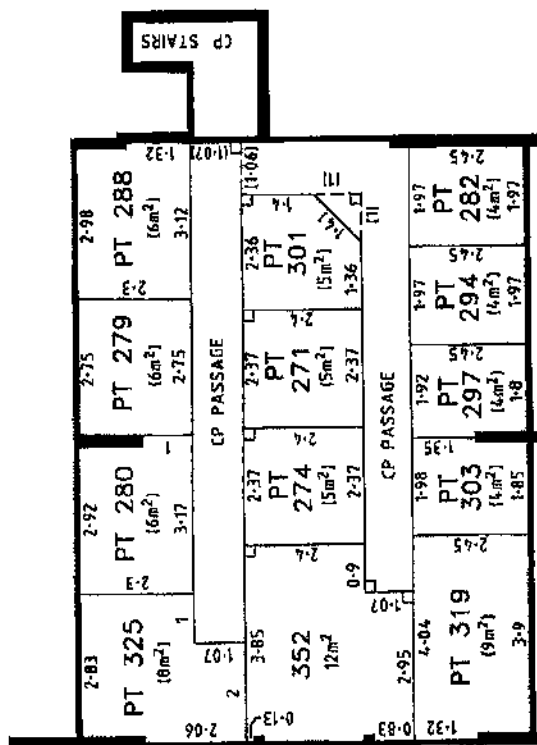




LOWER LEVEL 1

STORES

SP68677



└ DENOTES 90°

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN

BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1: 100

Lengths are in metres

*Wayne Price-Turner*

General Manager/Authorised Person/Notarised Certificate

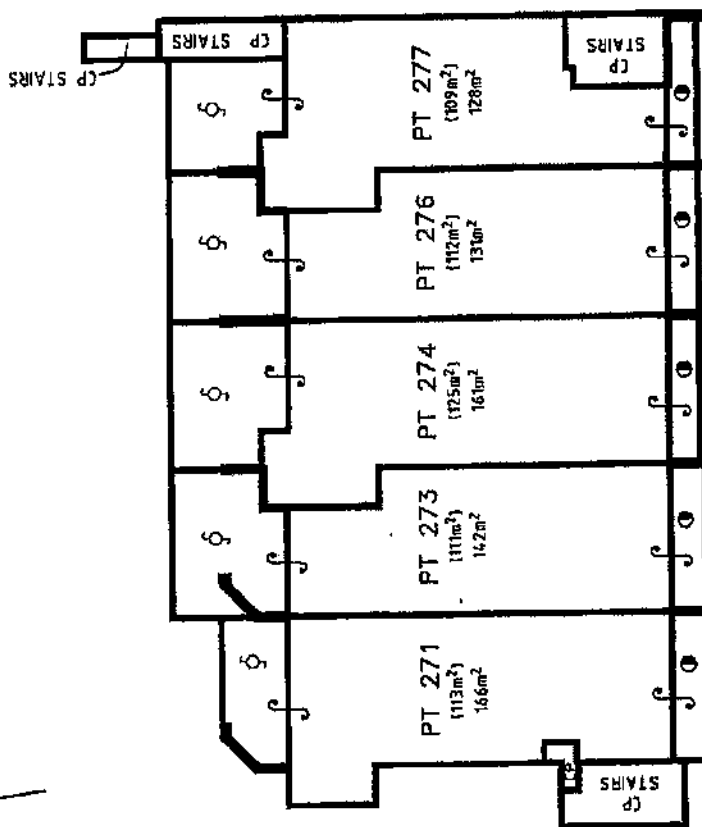
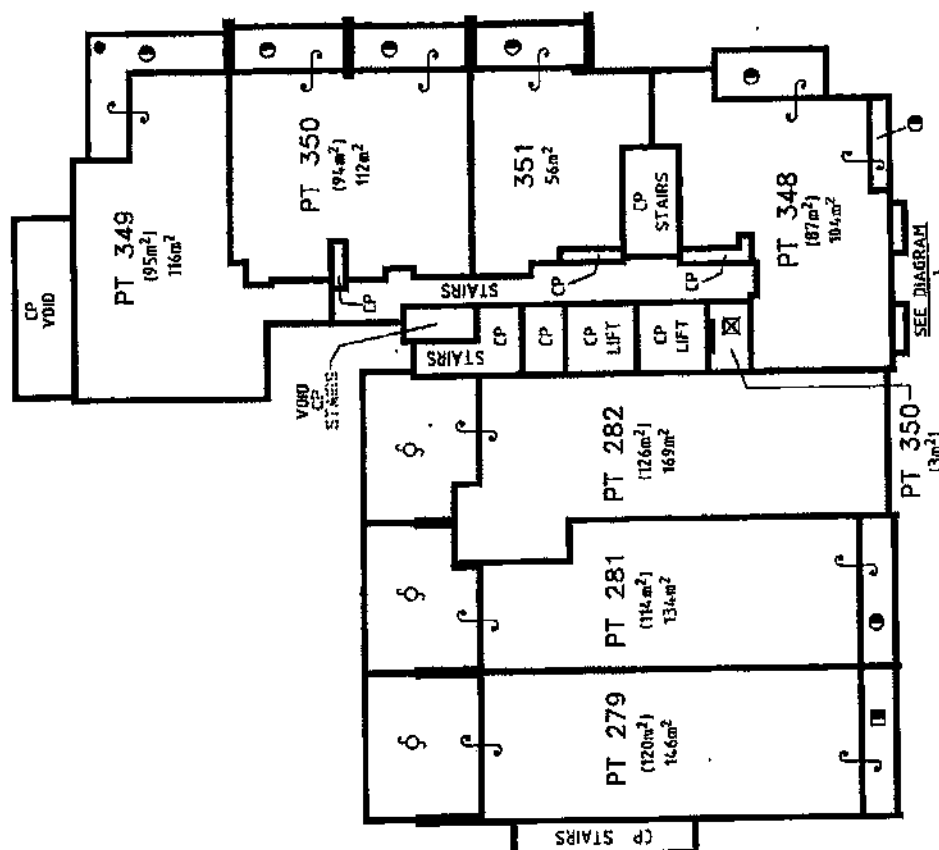
SURVEYOR'S REFERENCE: 123223/4



**BUILDING 2**

SP68677

OFFICE USE ONLY



THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

denotes portion of balcony outside parcel which is to be used by adjoining lots as if were part of that lot for all purposes other than ownership. It is intended that maintenance of the structure outside the parcel is the responsibility of the owners corporation.

DENOTES COURTYARD  
 DENOTES STORE  
 DENOTES ENCLOSED BALCONY  
 DENOTES BALCONY (COVERED)  
 DENOTES COMMON PROPERTY

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

### MEASUREMENT DIAGRAM

**LENGTHS**  
**NOT TO SCALE**  
**Lengths are in metres**

Reduction Ratio 1:200

1/2 Pass. Dive - Fresh

~~Control-Monitors/Authorised Person/Accredited-Gedities~~

Surveyor Registered under Surveyors Act 1929

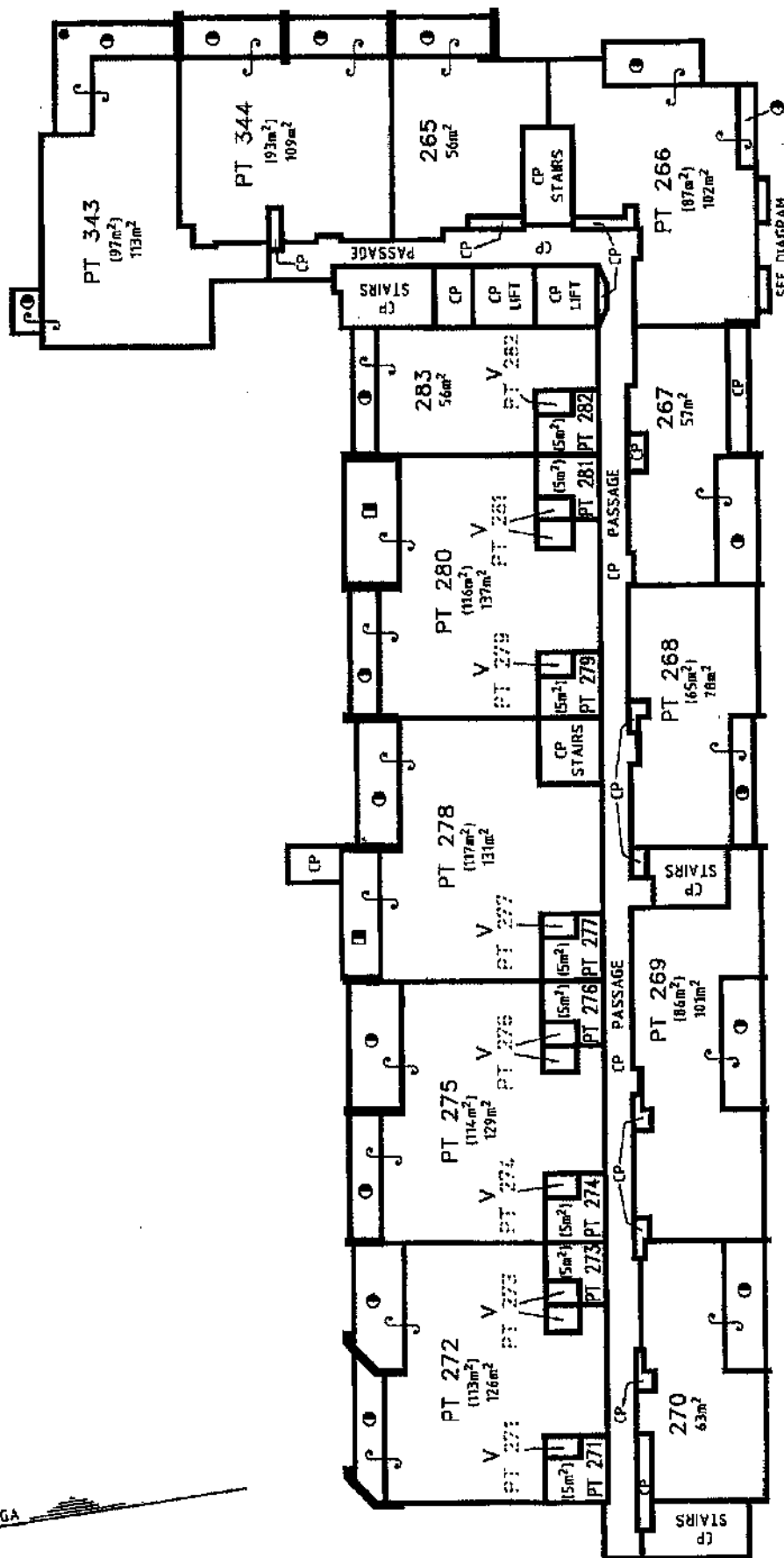
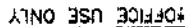
SURVEYOR'S REFERENCE: 123223/4



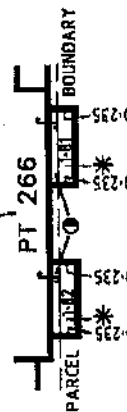
**SP68677**

## BUILDING 2

## LEVEL 2



SEE DIAGRAM



\* DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOTS AS IF WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

☐ DENOTES ENCLOSED BALCONY  
☒ DENOTES BALCONY (COVERED)  
☐ DENOTES COMMON PROPERTY

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

Reduction Ratio = 200

**DIAGRAM**  
**NOT TO SCALE**

**Lengths are in metres**

Wayne Drive - Truck

~~General Manager/Authorised Person/Associated Certificate~~

Survivor Registered under Survivors Act 1929

**SURVEYOR'S REFERENCE: 123223/4**



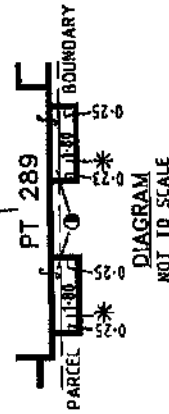
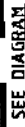




THE METAL PERGOLA ERECTED WITHIN THE TERRACE FORMS PART OF THE COMMON PROPERTY.

## LEVEL 4

**OFFICE USE ONLY**



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

\* DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOTS AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

SURVEYOR'S REFERENCE: 123273/4

**Lengths are in metres**

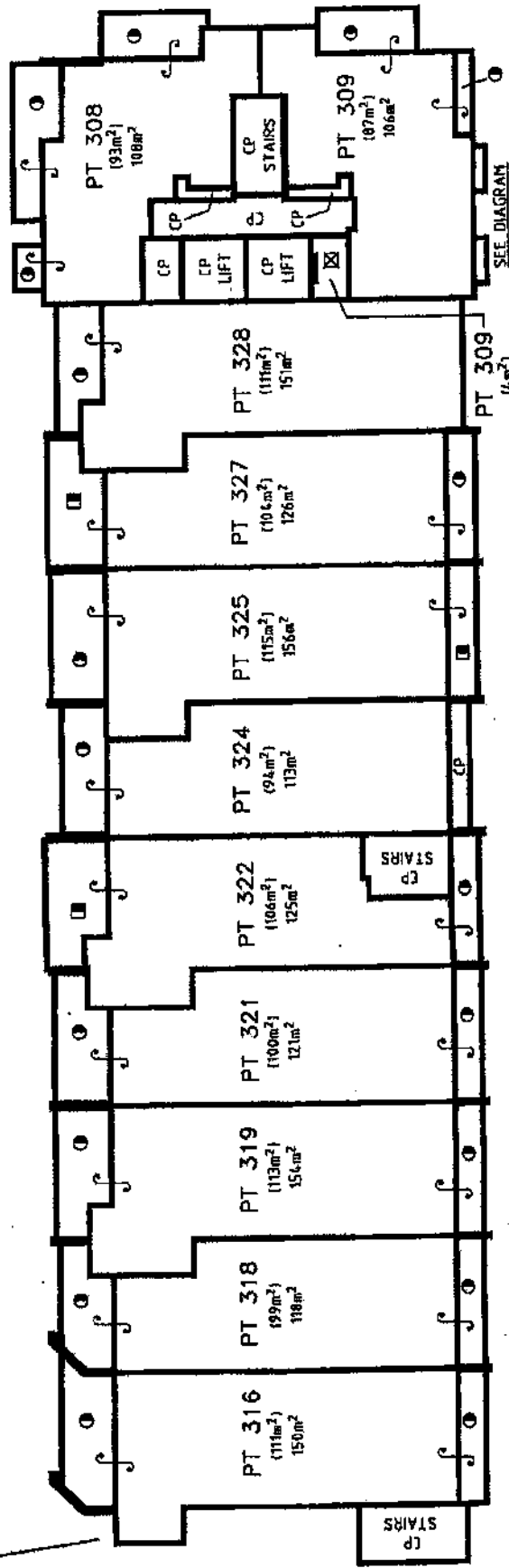
General Manager/Authorized Person/



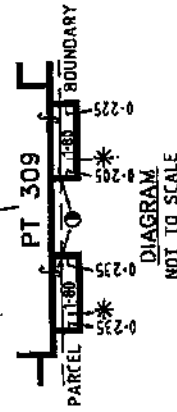
# BUILDING 2 LEVEL 5

SP68677

MGA



SEE DIAGRAM



- ☒ DENOTES STORE
- ☐ DENOTES ENCLOSED BALCONY
- DENOTES BALCONY (COVERED)
- CP DENOTES COMMON PROPERTY

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

\* DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOTS AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

Reduction Ratio 1: 200

Lengths are in metres

*Wayne Dine-Thiel*

Surveyor Registered under Surveyors Act 1928

General Manager/Authorised Person/Registered-Certified

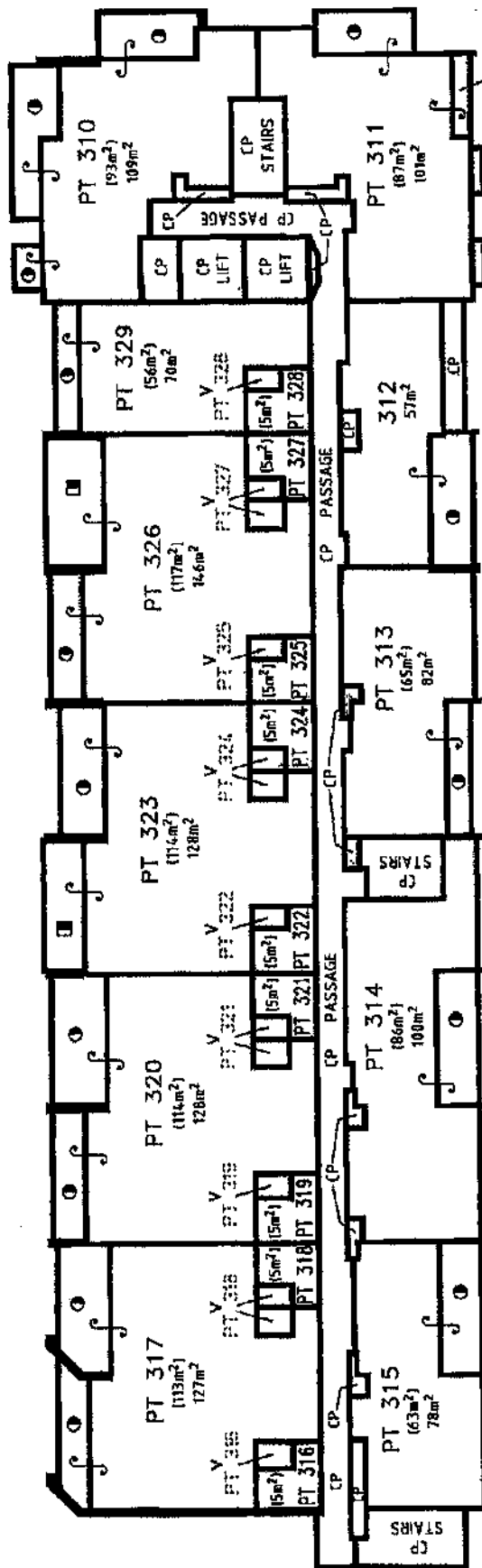
SURVEYOR'S REFERENCE: 123223/4



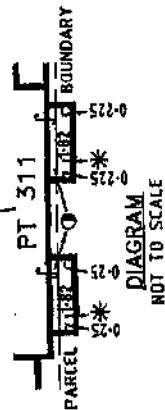
MGA

**SP68677**

BUILDING 2  
LEVEL 6



**SEE DIAGRAM**



THE STRUTS OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

- ☐ DENOTES ENCLOSED BALCONY  
☒ DENOTES BALCONY  
 CP<sup>2</sup> DENOTES COMMON PROPERTY

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

\* DENGIES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOTS AS IF WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

**Reduction Ratio 1: 200**

**Lengths are in metres**

Maaya Dive-Trawl

Surveyor Registered under Surveyors Act 1929	General Manager/Authorised Person/Assessing Certifies

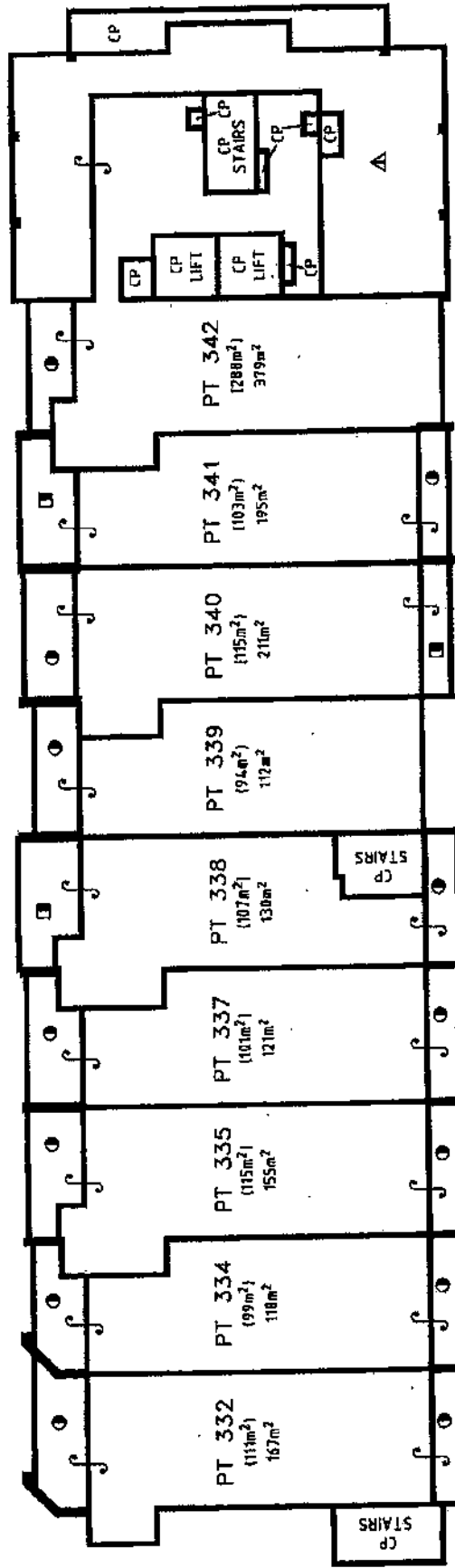
SURVEYOR'S REFERENCE: 123223/4



# BUILDING 2 LEVEL 7

SP68677

OFFICE USE ONLY



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

△ DENOTES TERRACE

■ DENOTES ENCLOSED BALCONY

○ DENOTES BALCONY

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1: 200

Lengths are in metres

*Wayne H. Hines*  
General Manager/Authorised Person/Registered Certifier

Surveyor Registered under Surveyors Act 1929

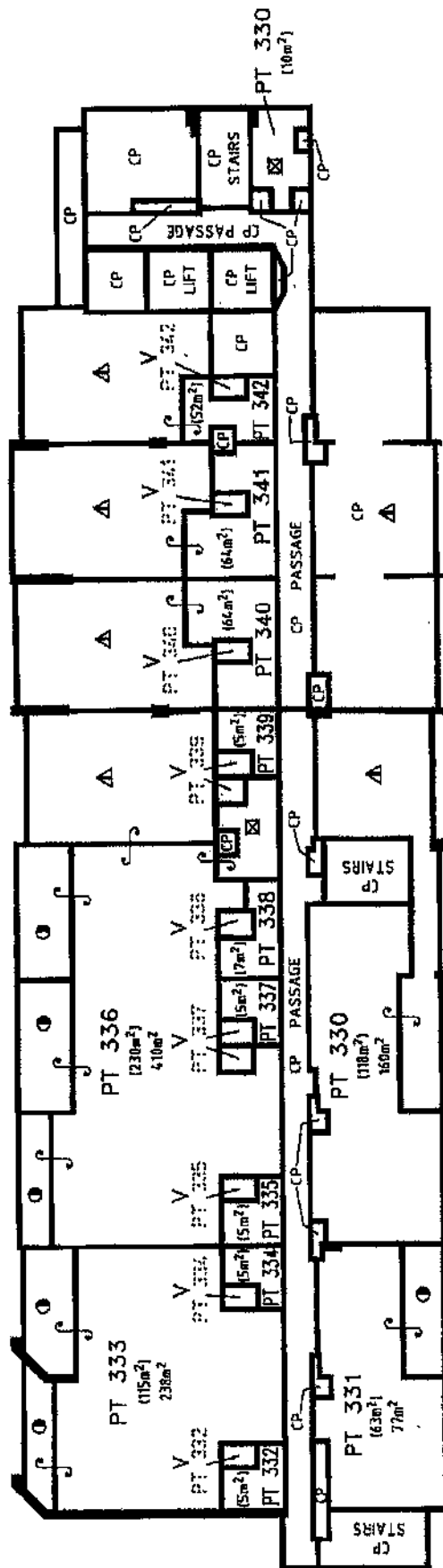
SURVEYOR'S REFERENCE: 123723/4



BUILDING 2  
LEVEL 8

SP68677

MGA



THE STRATUM OF THE TERRACES IS LIMITED  
IN HEIGHT TO 2-5 ABOVE THE UPPER SURFACE  
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT  
WHERE COVERED WITHIN THIS HEIGHT LIMIT

V DENOTES VOID

△ DENOTES TERRACE

⊠ DENOTES STORE

⊡ DENOTES BALCONY (COVERED)

○ DENOTES COMMON PROPERTY

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1: 200

Lengths are in metres



Wayne Hines

General Manager/Authorized Person/Registered-Certificat

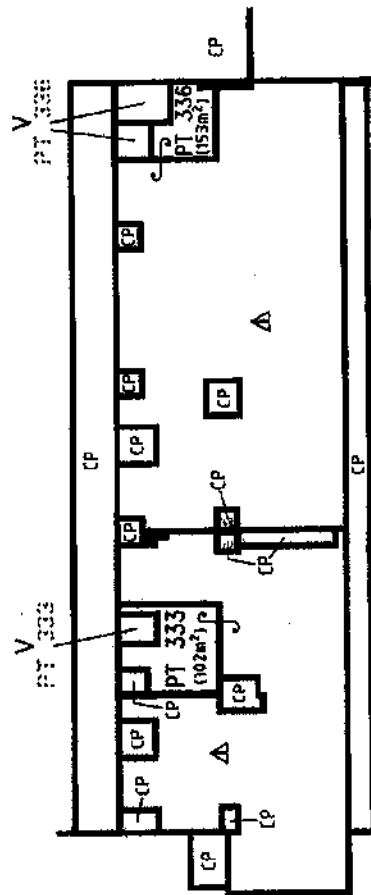
Surveyor Registered under Surveyors Act 1929

SURVEYOR'S REFERENCE: 123223/4



SP68677

**BUILDING 2**  
**LEVEL 9**



THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 7.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

V DENOTES VOID

△ DENOTES TERRACE

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1: 200

Lengths are in metres

*Wangye Dine-Turb*

Surveyor Registered under Surveyors Act 1929

General-Manager/Authorized Person/Notarized-Cardholder

SURVEYOR'S REFERENCE: 123223/4



Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 20  
Real Property Act 1900



**AM753824W**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) <b>TORRENS TITLE</b>	For the common property CP/SP67161	
(B) <b>LODGED BY</b>	Document Name, Address or DX, Telephone, and Customer Account Number if any Collection Turnbull Bowles Lawyers Box Suite 603, Level 6, 541 Kent Street, Sydney NSW 2000. Tel: 02 8272-1999 <b>1W</b> Reference: 11832:MA	CODE <b>CH</b>

- (C) The Owners-Strata Plan No. 67161 certify that a special resolution was passed on 2/5/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-Laws 25 to 30 inclusive  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
SEE ANNEXURE "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B"
- (G) The seal of The Owners-Strata Plan No. 67161 was affixed on 21 September 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *Alex Borgilo*  
Name: Alex Borgilo  
Authority: Strata Manager

Signature:  
Name:  
Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
1705



**STRATA SCHEME NO 67161  
788-822 BOURKE STREET, WATERLOO NSW 2017**

**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**Special By-Law 25: Limit on occupancy**

- a) An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.
- b) In this by-law a term defined in the *Strata Schemes Management Act 2015 (NSW)*, whether generally or for the purposes of section 137 of that Act, has the same meaning.

**Special By-Law 26: Delegation to the strata committee**

The owners corporation, within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015 (NSW)*, delegates its functions, for the purposes of section 110 of that ACT, to the strata committee.

**Special By-Law 27 – Lot 38 Works**

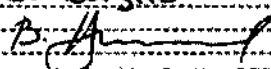
**1. Part 1: Introduction**

- (1) This is a by-law made under the provisions of Sections 141 and 108 of the *Strata Schemes Management Act 2015 (NSW)*.
- (2) The effect of the by-law is to grant the Owner of Lot 38 in Strata Plan 67161 permission to perform the Works, all subject to the conditions specified herein.
- (3) So far as the Works involve any alteration, improvement or enhancement of the common property, this by-law records the approval of the Owners Corporation in terms of Section 108 of the *Strata Schemes Management Act 2015 (NSW)* and the obligation of the Owner, subject to this by-law, to maintain those works in a state of good and serviceable repair.

**2. Part 2: Definitions and Interpretation**

- (1) In this by-law:
  - (a) **Approval of Council** means any approval that the Owner is required to obtain for the Works, if any, from all relevant statutory bodies, including Council.
  - (b) **Building** means the building located at 788-822 Bourke Street, Waterloo NSW 2017, known as "Tiara".
  - (c) **Bond** means a cheque for the sum of \$500.00 (inclusive of GST) made payable to the Owners-Strata Plan 67161 in respect of the Bond required by Special By-Law 14.
  - (d) **Council** means the state or local government body or planning authority with authority to determine applications under the *Environmental Planning and Assessment Act 1979 (NSW)*.

THE COMMON SEAL OF THE OWNERS – STRATA PLAN NO 67161  
was affixed on the 21 day of September 2017 in the presence of

Names: Alex Gargilo  
Signatures: 

being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.





- (e) **Hard Surface Flooring** means any flooring that is not carpet or underlay.
- (f) **Lot 38** means Lot 38 in Strata Plan 67161.
- (g) **Owner** means the owner from time to time of Lot 38.
- (h) **Owners Corporation** means the owners corporation of Strata Plan 67161.
- (i) **Special By-Law 6** means Special By-Law 6 in registered dealing AE72785 (Works) registered in the Strata Scheme.
- (j) **Special By-Law 14** means Special By-Law 14 in registered dealing AH21946 (Amendment Special By-Law 6 "Works" in registered dealing AE72785) registered in the Strata Scheme.
- (k) **Special By-Law 19** means Special By-Law 19 in registered dealing AH887910 (Installation of Hard Surface Flooring) registered in the Strata Scheme.
- (l) **Strata Scheme** means the Strata Scheme in relation to Strata Plan 67161.
- (m) **Works** means the works to the Lot and common property described as follows:

**(i) Kitchen Level 6:**

- i. Completely remove old U shaped kitchen;
- ii. Replace with L shape and incorporate an island bench;
- iii. New appliances including oven, hot plates, dish washer, integrated fridge, sink, taps, hot/cold/sparkling water tap, extraction system;
- iv. Pantry built on passage way wall up to bulkhead.

**(ii) Bedroom Level 6:**

- i. Install a wall unit of cupboards incorporating a Vintec wine cellar;

**(iii) Bathroom Level 6:**

- i. Replace vanity and cupboard space;
- ii. Retain basin and taps;
- iii. Retain bath;
- iv. New shower head (rain and hand nozzle on rail) at existing end of bath;
- v. Replace sliding glass doors with swing door;
- vi. Re-grout floor tiles.

**(iv) Laundry Level 6:**

- i. Re-grout existing floor tiles;
- ii. Replace storage cupboards.



**(v) Bathroom Level 7:**

- i. Replace vanity and cupboard space;
- ii. Remove bath and sliding doors;
- iii. Replace with walk in shower and half glass wall;
- iv. New shower head (rain and hand nozzle on rail) on opposite wall;
- v. New floor and wall tiles;
- vi. New toilet system;
- vii. New towel rails.

**(vi) Flooring Level 6 and 7:**

- i. Re-carpet Bedroom Level 7 and Bedroom Level 6;
- ii. Re-grout Bathroom Level 6 tiles and Laundry;
- iii. New tiles in Bathroom Level 7 to walls and floor;
- iv. Install wooden floorboards comprising satin blackbutt wooden floorboards with appropriate underfelt to kitchen, lounge, stairs and entry hall.

which works are more particularly described in the following documents copies of which were **attached** to the notice of this meeting and marked with the letter "A":

(vii) 8 x Undated Plans and Specifications prepared by Andrew Wright;

(viii) Costing for New Bathroom/Laundry and Kitchen prepared by Brindabella Home Improvements dated 29 June 2016 including Appendix "A" - Specifications and Appendix "B" - Trade Works and Appendix "C" - Additional Services;

**3. Part 3: Grant of Special Privilege in Respect of the Common Property**

1. On the conditions set out in this by-law, the Owner shall have a special privilege to undertake and maintain the Works and have exclusive use and duty to maintain the common property thereby affected upon completion of the Works.

**4. Part 4: Conditions Required Before the Works Commence**

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
  - (a) A copy of any requisite approval of Council, including all drawings, specifications, conditions and notes.
  - (b) A copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning and Assessment Act 1979.
  - (c) A copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989.
  - (d) A copy of a certificate of a duly qualified structural engineer addressed to the Owners Corporation certifying, if required, that the Works will not:
    - a. damage the building or any part of it or affect its structural integrity directly or indirectly; and
    - b. damage or affect the integrity of waterproofing; and



- c. damage or affect the integrity of fire safety separations between the Owners lot, the other Lots and common property.
  - (e) Evidence the Hard Surface Flooring which is proposed to be installed as part of the Works will be subject to Impact Sound Isolation rating in accordance with Special By-Law 19.
  - (f) An itemised quotation and licence details from the tradesperson who has been retained to carry out the works.
  - (g) A certificate of currency of insurance for the works of Contractors' All Risks Insurance Cover taken out with a reputable insurer incorporating cover of at least ten million dollars (\$10,000,000), against public risk in respect of claims for death, injury, accident and damage in the course of or by reason of the Works.
  - (h) A certificate currency of insurance for any additional Insurance required to be obtained in accordance with Special By-Law 6 including insurance required under the Home Building Act 1989 (if applicable).
  - (i) A cheque for the sum of \$500.00 (inclusive of GST) made payable to the Owners-Strata Plan 67161 in respect of the Bond required by Special By-Law 14.
- (2) Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) of:
- (a) The proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.
  - (b) The proposed location, style, design and type of any Hard Surface Flooring which is proposed to be installed as part of the Works.

**5. Part 5: Performance of the Works**

- (1) In carrying out the Works, the Owner must ensure:
- (a) That all requisite approvals (including the terms of any approval given by the Owners Corporation and any Approval of Council) and all other relevant legislation are complied with.
  - (b) That the works comply with the National Construction Code (formerly the Building Code of Australia), the Home Building Act 1989 and relevant Australian Standards.
  - (c) That appropriately qualified and licenced tradespeople are engaged.
  - (d) That the structural integrity and the integrity of waterproofing of the relevant portion of the building are maintained.
- (2) Subject to any extension necessitated by reasons beyond the Owner's control (such as bad weather or other exception provided for in the building contract), the Owner must, unless authorised in writing by the Owners Corporation (which authorisation shall not be unreasonably withheld) complete the Works within 16 weeks of commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation (which approval shall not be unreasonably withheld) and if applicable, the Approval of Council.
- (4) In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.



- (5) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to other lots or their occupiers and owners.
- (6) The Owner shall ensure that none of the Works encroaches onto an adjoining lot or an adjoining property.
- (7) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.
- (8) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and services to the building, to the property of the Owners Corporation and to the property of the owner or occupier of another lot in the strata scheme.
- (9) The Owner must not perform the Works or allow them to be carried out except between the hours of 8.00 AM and 4.00 PM Monday to Friday inclusive, Saturday 9.00 AM to 2.00 PM (excluding, in each case, public holidays) or during such other times as may be approved in writing by the Owners Corporation.
- (10) The Owner must comply with the terms and conditions set out in Special By-Law 6, Special By-Law 14 and Special By-Law 19.

**6. Part 6: Requirements following completion of the Works.**

- (1) After completion of the Works, the Owner must provide the Owners Corporation with:
  - a. a copy of any requisite compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979; and
  - b. a copy of a certificate from a duly qualified structural engineer addressed to the Owners Corporation certifying that the Works have been carried out in accordance with the procedures approved by the structural engineer.

**7. Part 7: Maintenance of the Common Property**

1. The Works and all associated additions and alterations, and all parts of the common property directly in contact with the Works, ancillary fittings and fixtures must be maintained by the Owner in a state of good and serviceable repair. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
2. Subject to clause 7.1 and to any special resolution under s106(3) of the Strata Schemes Management Act 2015, the Owners Corporation remains responsible for the maintenance and repair of all common property in the strata scheme.

**8. Part 8: Indemnity and Costs**

- (1) The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another lot because of performance of the Works or the maintenance, renewal, repair or replacement of the Works.
- (2) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the maintenance, renewal, repair or replacement of the Works or the keeping of the Works.
- (3) Should the Owners Corporation be required to carry out work as specified in Section 122 of the Strata Schemes Management Act 2015 (NSW), the Owner indemnifies the Owners Corporation



against any liability or expense for damage to the improvements installed in the course of the Works.

- (4) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

**9. Part 9: Breach of a Term of the By-Law**

1. If the Owner fails to carry out their obligations under this by-law, the Owners Corporation may, in writing, request the Owner to comply with the terms of it.
2. Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may, in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW), enter upon any part of Lot 38 or the common property for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.
3. Such costs, if not paid at the end of one (1) month after becoming due and payable, bear simple interest at a rate of ten percent (10%) per annum until paid.
4. The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after such costs become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.
5. The Owners Corporation may apply the Bond towards the costs incurred by the Owners Corporation to carry out that work.

**10. Part 10: Existing By-Laws**

- (1) The terms of this by-law are additional to the requirements of the existing by-laws registered against Strata Plan 67161 and in particular Special By-Law 6, Special By-Law 14 and Special By-Law 19.



[illegible]

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