

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Morton Real Estate , Suite 5/10 Wharf Crescent, Pyrmont 2009 Ref: Ian Qiu Phone: 0447 696 425 Fax: 02 8424 9988 Email: ian@morton.com.au	
co-agent vendor	Anthony John Thirlwell of 49 Earl Street, Roseville 2068	
vendor's solicitor	Lincoln Smith & Company , Suite 12, 29 Bertram Street, Chatswood 2067 Ph: 02 8448 5800 Reference : Wayne Annis-Brown 7534/20; Email: wannisbrown@lincolnsmith.com.au	
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	Apartment 5 / 4 Tambua Street PYRMONT NSW 2009 Lot 24 Strata Plan 73528 Folio identifier 24/SP73528	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)
buyer's agent	

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): PEXA

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

Purchaser must make 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 number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 59

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

Dynamic Property Services, Level 25, 66-68 Goulburn Street, Sydney 2000 Ph: 02 9267 6334
 Email: enquiries@dynamicproperty.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.
 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 16.7.1 the price less any:
 • deposit paid;
 • *FRCGW remittance* payable;
 • *GSTRW payment*; and
 • amount payable by the vendor to the purchaser under this contract; and
 16.7.2 any other amount payable by the purchaser under this contract.
 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
 16.10 On completion the deposit belongs to the vendor.
 • **Place for completion**
 16.11 *Normally*, the *parties* must complete at the completion address, which is –
 16.11.1 if a special completion address is stated in this contract - that address; or
 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
 17.2 The vendor does not have to give vacant possession if –
 17.2.1 this contract says that the sale is subject to existing tenancies; and
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 18.2 The purchaser must not before completion –
 18.2.1 let or part with possession of any of the *property*;
 18.2.2 make any change or structural alteration or addition to the *property*; or
 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
 18.3 The purchaser must until completion –
 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
 27.6.1 *within* 42 days after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Apartment 5 / 4 Tambua Street PYRMONT NSW 2009

Additional clauses forming part of the Contract for the Sale and Purchase of Land (2016 Edition) for the property at:

Apartment 5, 4 Tambua Street, Pyrmont NSW 2009

32 Additional definitions and interpretation

32.1 The following definitions are added to clause 1:

Interest Rate means 10% per annum.

Service means any service provided to the property including water, electricity, gas, telecommunications, artificial heated or cooled air and sewerage.

32.2 In this contract:

- (a) headings are for convenience only and do not affect interpretation,
and unless the context indicates a contrary intention:
- (b) a reference to this contract or another instrument includes any variation or replacement of any of them;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) words implying a gender imply any gender;
- (f) **“person”** includes an individual, the estate of an individual (including executors and administrators), a corporation, an authority, an association or a joint venture (whether incorporated or not), a partnership, successors, substitutes (including persons taking by novation) and assigns;
- (g) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (h) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- (i) a reference to time is a reference to Sydney time;
- (j) a reference to **“\$”** or **“dollar”** is a reference to Australian currency;

33 Amendments to printed provisions of this contract

33.1 The printed provisions of this contract are amended as follows:

- Clause 1** - in the definition of *“bank”*, delete the words “a building society or a credit union”;
- Clause 2.4** - delete “cash (up to \$2,000) or”;
- Clause 2.9** - delete the words “if each party tells the depositholder” and replace those words with the words “if this contract says” and add at the end of the clause the words “if this contract is completed, and otherwise to the party entitled to the deposit”;

- Clause 7.1.1** - replace “5%” with “1%”;
- Clause 7.2.4** - delete the words “and the costs of the purchaser”;
- Clause 8.1.1** - delete the words “on reasonable grounds”;;
- Clauses 10.1.8 & 10.1.9** - delete (in each case) the word “substance” and replace with the word “existence”;
- Clause 16.5** - delete the words “plus another 20% of that fee”;
- Clause 16.7** - delete “by cash (up to \$2,000) or”;
- Clause 20.6.3** - add at the end “(this clause 20.6.3. also applies to any document in an action in connection with this contract including any writ of summons or other originating process)”;
- Clause 20.6.5** - delete “unless it is not received” and add at the end “and is taken to have been received at the time shown in the transmission report that the whole fax was sent”;

33.2 If there is any inconsistency between the printed provisions of this contract and these additional clauses, these additional clauses prevail.

34 Representations, warranties and acknowledgments by purchaser

34.1 The purchaser represents and warrants that:

- (a) the purchaser was not induced to enter into this contract by and did not rely upon any representations or warranties by, the vendor, the vendor’s agent or persons acting on behalf of the vendor about the subject matter of this contract (including about the construction, nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties (if any) that are expressly set out in this contract;
- (b) the purchaser has obtained appropriate independent advice on and is satisfied about:
 - (i) the purchaser’s obligations and rights under this contract;
 - (ii) the nature of the property and the purposes for which the property may be lawfully used;
 - (iii) the state of construction, repair and condition of the property;
 - (iv) the location and standard of all installations and Services provided to the property; and
 - (v) the purchaser’s entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1936* for depreciation of any plant or equipment in the building or in connection with the cost of construction of the property;
- (c) the purchaser was not introduced to the vendor or the property directly or indirectly through or by any estate agent or intermediary other than the vendor’s agent named on the front page of this contract (if any); and
- (d) the purchaser has not entered into this contract as a trustee of a trust.

34.2 The purchaser acknowledges that the vendor has entered into this contract on the basis that the representations and warranties contained in clause 34.1 are true and not misleading. Without limiting any other right or remedy that may be available to the vendor as a result of any of such representations or warranties being found to be either untrue or misleading, the purchaser

hereby agrees to indemnify the vendor from and against any claim for damages, expenses or other liabilities whatsoever as a result of any such representations or warranties being found to be either untrue or misleading.

35 Interest and Notice to Complete

- 35.1 If the purchaser completes this contract but does not do so on or before the completion date, then on completion the purchaser must pay the vendor interest at the Interest Rate on the price and any other amount payable by the purchaser to the vendor under this contract from, but excluding, the completion date to and including the date of actual completion.
- 35.2 Payment of interest in accordance with the preceding clause is an essential term of this contract.
- 35.3 The purchaser need not pay interest under this clause for as long as the purchaser is ready, willing and able to complete but completion cannot take place because the vendor cannot complete.
- 35.4 If the purchaser does not complete this contract on the completion date, the vendor may serve a notice to complete on the purchaser requiring the purchaser to complete this contract within 10 business days from the date of the service of the notice to complete and making that date and time an essential date and time for completion. If the purchaser fails to complete on the date and time set out in the notice to complete, the vendor may terminate this contract.
- 35.5 A notice to complete will be reasonable and sufficient as to time if a period of 10 business days from the date of service of the notice is allowed for completion. The purchaser is not entitled to make any objection or requisition as to the form or content of the notice to complete or to delay completion on account of its form or content.
- 35.6 If the vendor issues a notice to complete, the purchaser will be liable for and must pay to the vendor on demand an amount of \$300 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete.

36 Encumbrances

- 36.1 If a mortgage or caveat is recorded on the folio of the Register for the property the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat in so far as it relates to the property.
- 36.2 Notwithstanding the forgoing clause, if a caveat lodged by or on behalf of the purchaser, any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser, is recorded on the folio of the Register for the property, the purchaser must complete this contract despite that caveat.
- 36.3 A discharge of mortgage or withdrawal of caveat given under this clause must be in registrable form and the registration fees payable must be paid by the vendor to the purchaser on completion.

37 Insolvency

- 37.1 Without affecting any other rights of either party, if the purchaser (or any of them) is a corporation and before completion, has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller, controlling manager or official manager of it appointed, the vendor may rescind this contract in accordance with clause 19.
- 37.2 If the purchaser (or any of them) is a natural person and prior to completion dies, the vendor may rescind this contract in accordance with clause 19.

- 37.3 If the purchaser (or any of them) is a natural person and prior to completion, commits an act of bankruptcy or has a trustee in bankruptcy appointed to his or her assets, the purchaser is in breach of an essential term of this contract and the vendor may terminate this contract in which event the deposit will be forfeited to the vendor.

38 [Not used]

39 Agent's Commission:

- 39.1 The purchaser warrants to the vendor that he has not been introduced to the property nor has the sale of it to him been effected either directly or indirectly through the services of any commission or real estate agent other than the vendor's agent so described in this contract.
- 39.2 The purchaser hereby agrees, on demand, to indemnify the vendor from and against any claim or claims for the payment of any fee, commission payment or costs or expenses whatsoever made by any agent (other than the vendor's agent), arising from or in respect of this sale due to a breach by the purchaser of the warranty contained in clause 34.1.

40 Severability:

- 40.1 The parties expressly acknowledge and agree that if any one or more of the provisions herein contained or any part thereof should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

CERTIFICATE UNDER THE CONVEYANCING ACT 1919

I,

certify as follows:

- (a) I am a Solicitor/Licensed Conveyancer currently admitted to practise within New South Wales;
- (b) I am giving this Certificate in accordance with s66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property known as **Apartment 5, 4 Tambua Street, Pyrmont NSW** being the land contained in Folio Identifier 24/SP73528 from **Anthony John Thirlwell** ("Vendor") to
("Purchaser") in order that there is no cooling off period in relation to that Contract;
- (c) I do not act for Vendor and am not employed in the legal practice of a solicitor acting for Vendor nor am I a member or employee of a firm of which a solicitor acting for Vendor is a member or employee.
- (d) I have explained to Purchaser
 - (i) the effect of the Contract for the purchase of the Property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to Vendor, that is, that there is no cooling off period in relation to the Contract.
- (e) Where there is more than one purchaser, this certificate is given in relation to each person named herein as a purchaser.
- (f) Where the purchaser is a company, this certificate is given in relation to the directors of the company.

DATED: this day of 202

.....

Signature of solicitor/licensed conveyancer

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 24/SP73528

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/12/2020	3:19 PM	6	28/7/2017

LAND
----LOT 24 IN STRATA PLAN 73528
AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEYFIRST SCHEDULE

ANTHONY JOHN THIRLWELL (AE AQ653008)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73528
- 2 SP73528 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LIN-CONFOT-7534/20

PRINTED ON 16/12/2020

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73528

SEARCH DATE	TIME	EDITION NO	DATE
14/12/2020	11:25 AM	19	27/4/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73528
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM SP73528

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73528
ADDRESS FOR SERVICE OF DOCUMENTS:
DYNAMIC PROPERTY SERVICES PTY LTD
LEVEL 25, 66 GOULBURN ST
SYDNEY 2000

SECOND SCHEDULE (29 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS
RECORDED ON REGISTER FOLIO 1/270215
- 3 DP1008189 RIGHT OF ACCESS 4, 4.8 METRE(S) WIDE AND VARIABLE
WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1011425 EASEMENT FOR WATER SUPPLY WORKS 3.0 METRE(S) WIDE(J3)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 5 DP1011425 EASEMENT FOR SUPPORT 4.97 METRE(S) WIDE (K3)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1011425 POSITIVE COVENANT (8) AFFECTING THE PART(S)
DESIGNATED (S3) IN THE TITLE DIAGRAM
- 7 DP270215 POSITIVE COVENANT (1) REFERRED TO AND NUMBERED (8)
IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 8 DP270215 RESTRICTION(S) ON THE USE OF LAND (1) REFERRED TO
AND NUMBERED (9) IN THE S. 88B INSTRUMENT AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC.1)
- 9 DP270215 EASEMENT FOR SECURITY CONDUITS OVER EXISTING LINE OF
CONDUITS APPURTENANT TO THE PART(S) OF THE LAND SHOWN
SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
- 10 DP270215 POSITIVE COVENANT (2) REFERRED TO AND NUMBERED (10)

END OF PAGE 1 - CONTINUED OVER

LIN-CONFOT-7534/20

PRINTED ON 14/12/2020

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

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

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

Date and Time of Search: Mon Dec 14 11:25:42 2020



Level 4, 122 Castlereagh Street, Sydney 2000 | DX 1078 SYDNEY | GPO Box 96, Sydney 2001
Ph: 02 92615211 Fax: 02 92647752 | R Hazlett & Co. ABN 20 104 470 340 | www.hazlett.com.au

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73528

PAGE 2

SECOND SCHEDULE (29 NOTIFICATIONS) (CONTINUED)

- IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 11 DP270215 RESTRICTION(S) ON THE USE OF LAND (2) REFERRED TO
AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC.1)
 - 12 DP270215 EASEMENT FOR DRAINAGE OF WATER 14 & 2 METRE(S) WIDE
AND VARIABLE (A7) APPURTENANT TO THE PART(S) OF THE
LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.4)
 - 13 DP270215 EASEMENT FOR LIGHTING PURPOSES 0.2 WIDE AND VARIABLE
(C7) APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO
BENEFITED IN THE TITLE DIAGRAM (DOC.4)
 - 14 DP270215 EASEMENT FOR SUPPORT AND SHELTER (F7) APPURTENANT TO
THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM (DOC.4)
 - 15 DP270215 EASEMENT FOR ELECTRICITY PURPOSES & ACCESS (MA)
APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO
BENEFITED IN THE TITLE DIAGRAM (DOC.5)
 - 16 DP270215 EASEMENT FOR IRRIGATION PURPOSES & ACCESS (MB)
APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO
BENEFITED IN THE TITLE DIAGRAM (DOC.5)
 - 17 DP270215 EASEMENT FOR FIRE SERVICES (MC) APPURTENANT TO THE
PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE
DIAGRAM (DOC.5)
 - 18 DP270215 EASEMENT FOR DRAINAGE OF WATER (MD) APPURTENANT TO
THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM (DOC.5)
 - 19 DP270215 EASEMENT FOR ENCROACHMENT AND SUPPORT OF STABLE
TRUSS (MH) APPURTENANT TO THE PART(S) OF THE LAND
SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.5)
 - 20 DP270215 RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS (MN)
APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO
BENEFITED IN THE TITLE DIAGRAM (DOC.5)
 - 21 DP270215 EASEMENT FOR SUPPORT & SHELTER (MW) APPURTENANT TO
THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM (DOC.5)
 - 22 DP270215 EASEMENT FOR CRANE JIB VARIABLE WIDTH (FA) AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC.9)
- AC933828 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOTS
60, 61, 62 & 64 IN DP270215
- 23 DP270215 EASEMENT FOR CONDUCTING MEDIUM (FB) AFFECTING THE
WHOLE OF THE LAND ABOVE DESCRIBED (DOC.9)
- AC933883 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOTS
60 TO 62 IN DP270215
- 24 DP270215 EASEMENT FOR ELECTRICITY PURPOSES 1 METRE(S) WIDE

END OF PAGE 2 - CONTINUED OVER

LIN-CONFOT-7534/20

PRINTED ON 14/12/2020

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73528

PAGE 3

SECOND SCHEDULE (29 NOTIFICATIONS) (CONTINUED)

- (FC) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.9)
- 25 DP270215 EASEMENT FOR AWNING 1.6 METRE(S) WIDE (FE) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.9)
- 26 SP73528 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 27 AB401402 LEASE TO AUSGRID (SEE AJ106995) OF SUBSTATION NO. 8014 TOGETHER WITH RIGHT OF WAY AND EASEMENT AFFECTING ANOTHER PART OF THE LAND SHOWN AS (C) IN PLAN WITH AB401402. EXPIRES: 31/1/2054.
- AK971351 LEASE OF LEASE AB401402 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii)
- AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 12.1
- AK971502 MORTGAGE OF LEASE AB401402 TO ANZ FIDUCIARY SERVICES PTY LTD
- AK971571 CHANGE OF NAME AFFECTING LEASE AB401402 LESSEE NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
- 28 SP88703 INITIAL PERIOD EXPIRED
- 29 AQ57093 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9977)

STRATA PLAN 73528

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 38		2 - 37		3 - 37		4 - 37	
5 - 37		6 - 37		7 - 37		8 - 37	
9 - 37		10 - 36		11 - 36		12 - 36	
13 - 29		14 - 26		15 - 26		16 - 26	
17 - 26		18 - 33		19 - 33		20 - 33	

21 - 33	22 - 33	23 - 28	24 - 31
25 - 31	26 - 31	27 - 31	28 - 31
29 - 31	30 - SP78822	31 - 44	32 - 35
33 - 24	34 - 33	35 - 33	36 - 45
37 - 36	38 - 43	39 - 35	40 - 34
41 - 46	42 - 37	43 - 44	44 - 36
45 - 35	46 - 47	47 - 38	48 - 46

END OF PAGE 3 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73528

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9977) (CONTINUED)

STRATA PLAN 73528

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
49 - 37		50 - 37		51 - 49		52 - 39	
53 - 47		54 - 38		55 - 37		56 - 50	
57 - 40		58 - 49		59 - 39		60 - 38	
61 - 52		62 - 41		63 - 50		64 - 40	
65 - 39		66 - 54		67 - 42		68 - 52	
69 - 41		70 - 41		71 - 56		72 - 43	
73 - 54		74 - 42		75 - 42		76 - 58	
77 - 46		78 - 56		79 - 45		80 - 44	
81 - 61		82 - 47		83 - 59		84 - 46	
85 - 46		86 - 62		87 - 49		88 - 61	
89 - 48		90 - 47		91 - 64		92 - 50	
93 - 62		94 - 49		95 - 49		96 - 66	
97 - 52		98 - 64		99 - 50		100 - 50	
101 - 69		102 - 53		103 - 67		104 - 52	
105 - 51		106 - 71		107 - 54		108 - 69	
109 - 53		110 - 53		111 - 74		112 - 56	
113 - 72		114 - 55		115 - 54		116 - 78	
117 - 58		118 - 76		119 - 57		120 - 57	
121 - 82		122 - 61		123 - 80		124 - 59	
125 - 59		126 - SP88703		127 - 42		128 - 34	
129 - 34		130 - 37		131 - 24		132 - 43	
133 - 35		134 - 35		135 - 31		136 - 46	
137 - 37		138 - 43		139 - 32		140 - 34	
141 - 47		142 - 38		143 - 42		144 - 33	
145 - 35		146 - 48		147 - 39		148 - 46	
149 - 34		150 - 35		151 - 50		152 - 40	
153 - 47		154 - 35		155 - 36		156 - 51	
157 - 41		158 - 49		159 - 35		160 - 36	

161 - 52	162 - 42	163 - 50	164 - 36
165 - 37	166 - 55	167 - 43	168 - 54
169 - 37	170 - 39	171 - 57	172 - 46
173 - 55	174 - 39	175 - 42	176 - 58
177 - 47	178 - 56	179 - 40	180 - 43
181 - 64	182 - 48	183 - 59	184 - 41
185 - 45	186 - 65	187 - 49	188 - 62
189 - 41	190 - 46	191 - 66	192 - 51
193 - 64	194 - 43	195 - 47	196 - 71
197 - 52	198 - 66	199 - 44	200 - 48
201 - 74	202 - 53	203 - 68	204 - 45
205 - 49	206 - 77	207 - 53	208 - 72
209 - 46	210 - 51	211 - 80	212 - 57
213 - 75	214 - 48	215 - 52	

END OF PAGE 4 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73528

PAGE 5

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9977) (CONTINUED)

STRATA PLAN 73528

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
-----	-----	-----	-----	-----	-----	-----	-----

STRATA PLAN 78822

LOT	ENT
-----	-----

216 - SP88703

STRATA PLAN 88703

LOT	ENT
-----	-----

217 - 18

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LIN-CONFOT-7534/20

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Ph: 02 92615211**

STRATA PLAN FORM 1

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

Strata Certificate

Name of Council/Registered Certifier: **DENNY LINKER** being
 satisfied that the requirements of the "Strata Schemes (Freehold
 Development) Act 1973 or ~~Strata Schemes (Freehold
 Development) Act 1986~~ have been complied with, approves of
 the proposed:

*strata plan/~~strata plan of subdivision~~

illustrated in the annexure to this certificate.

*The accredited certifier is satisfied that the plan is consistent
 with a relevant development consent in force, and that all
 conditions of the development consent that by its terms are
 to be complied with before a strata certificate may be
 issued, have been complied with.

~~*The strata plan/~~strata plan of subdivision~~ is part of a
 development scheme. The "Council/Registered certifier" is
 satisfied that the plan is consistent with any applicable
 conditions of any development consent and that the plan gives
 effect to the stage of the strata development project to which
 it relates.~~

*The council does not object to the engagement of the
 building beyond the alignment of

*The accredited certifier is satisfied that the building
 complies with relevant development consent in force that
 allows the encroachment.

*This approval is given on the condition that the use of lot(s)
 being lot(s) designed to be used primarily for
 the storage or accommodation of boats, motor vehicles or
 goods or the like) is restricted to the proprietor or occupier of a
 lot or lots of the strata scheme (Freehold Development) Act 1973 or
 the subject of the strata scheme (Freehold Development) Act 1986
 of the Strata Schemes (Freehold Development) Act 1986

Date: **13 October 2004**

Subdivision No. **21/2004**

Registration No. **250A/004**

Referral/Delegation No. **D/2004/660**

Issued By: **CITY OF SYDNEY COUNCIL**

[Signature]
 Accredited Certifier/Registered Certifier

Surveyors Certificate
 I, **TASY MORRIS**

LEVEL 5, 17 RANDLE STREET
 of
 SURREY HILLS, N.S.W. 2010
 a surveyor registered under the Surveying Act, 2002,
 hereby certify that:

(1) each applicable requirement of

* Schedule 1A to the Strata Schemes (Freehold
 Development) Act, 1973
 * ~~Schedule 1A to the Strata Schemes (Freehold
 Development) Act, 1986~~
 has been met

(2) ~~(a) the building encroaches on a public place
 (b) the building encroaches on land
 (other than a public place) in respect of
 which encroachment an appropriate easement
 has been created by registered +
 * to be created by registered +
 * ~~Conveyancing Act, 1919~~~~

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

Signature: *[Signature]*

Date: **5/10/04**

* Delete if inapplicable
 + State whether existing or plan and quote registered number
 THIS IS SHEET 1 OF MY PLAN IN 60 SHEETS

*Model By-laws adopted for the scheme

*Schedule of By-laws in 25 sheets filed with plan

*No By-laws apply
 *Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

FOR UNIT ENTITLEMENTS SEE SHEET 3

PLAN OF SUBDIVISION OF LOT 54 D.P. 270215.

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

Parish : ST. ANDREW County : CUMBERLAND

SP73528 (E)

Registered :  2-11-2004

Purpose : STRATA PLAN

Ref. Map : SYDNEY SH. 101

Last Plan : DP270215#

THE OWNERS, STRATA PLAN No. 79528

Name of, and address for
 service of notices on, the
 owners corporation
 (Address required on
 original strata plan only)

"DISTILLERY HILL"
 45 BOWMAN STREET
 JACKSONS LANDING
 PYRMONT 2009

FOR LOCATION PLAN SEE SHEET 4

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

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

1. RESTRICTION ON USE OF LAND
2. RESTRICTION ON USE OF LAND

SIGNATURES & SEALS SEE SHEET 2

SIGNATURES AND SEALS

SP73528

Executed by Jacksons Landing Development Pty Limited
by its Attorneys under a 073 932 206 4939
Power of Attorney dated September 2004 registered
No Book and who declare that they
have not received any notice of the revocation of
that Power of Attorney in the presence of:

4939

N^o 847
BK 4385

Executed by TOWER Trust (NSW) Limited by
its duly constituted Attorneys
and
Power of Attorney dated 22 APRIL 2003
under 22 APRIL 2003 registered
No 22 APRIL 2003 Book 4385 and who declare that they
have not received any notice of the revocation of
that Power of Attorney in the presence of:

000 329 706

4385
BK 391 BK 4325

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

Signature of Attorney

Name of Attorney

Signature of Attorney

Name of Attorney

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

Signature of Attorney

Name of Attorney

Signature of Attorney

Name of Attorney

Reduction Ratio 1:-

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Cartographer

SCHEDULE OF UNIT ENTITLEMENTS

SP73528

LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.
1	38	28	31	55	37	82	47	109	53	136	46	163	50
2	37	29	31	56	50	83	59	110	53	137	37	164	36
3	37	30	20	57	40	84	46	111	74	138	43	165	37
4	37	31	44	58	49	85	46	112	56	139	32	166	55
5	37	32	35	59	39	86	62	113	72	140	34	167	43
6	37	33	24	60	38	87	49	114	55	141	47	168	54
7	37	34	33	61	52	88	61	115	54	142	38	169	37
8	37	35	33	62	41	89	48	116	78	143	42	170	39
9	37	36	45	63	50	90	47	117	58	144	33	171	57
10	36	37	36	64	40	91	64	118	76	145	35	172	46
11	36	38	43	65	39	92	50	119	57	146	48	173	55
12	36	39	35	66	54	93	62	120	57	147	39	174	39
13	29	40	34	67	42	94	49	121	82	148	46	175	42
14	26	41	46	68	52	95	49	122	61	149	34	176	58
15	26	42	37	69	41	96	66	123	80	150	35	177	47
16	26	43	44	70	41	97	52	124	59	151	50	178	56
17	26	44	36	71	56	98	64	125	59	152	40	179	40
18	33	45	35	72	43	99	50	126	21	153	47	180	43
19	33	46	47	73	54	100	50	127	42	154	35	181	64
20	33	47	38	74	42	101	69	128	34	155	36	182	48
21	33	48	46	75	42	102	53	129	34	156	51	183	59
22	33	49	37	76	58	103	67	130	37	157	41	184	41
23	28	50	37	77	46	104	52	131	24	158	49	185	45
24	31	51	49	78	56	105	51	132	43	159	35	186	65
25	31	52	39	79	45	106	71	133	35	160	36	187	49
26	31	53	47	80	44	107	54	134	35	161	52	188	62
27	31	54	38	81	61	108	69	135	31	162	42	189	41
										AGGREGATE 10000			

Reduction Ratio 1:-

Lengths are in metres

Registered Surveyor
Ray Munday

Authorised Person/Owner/Manager/ Accredited Officer

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 60 Sheets

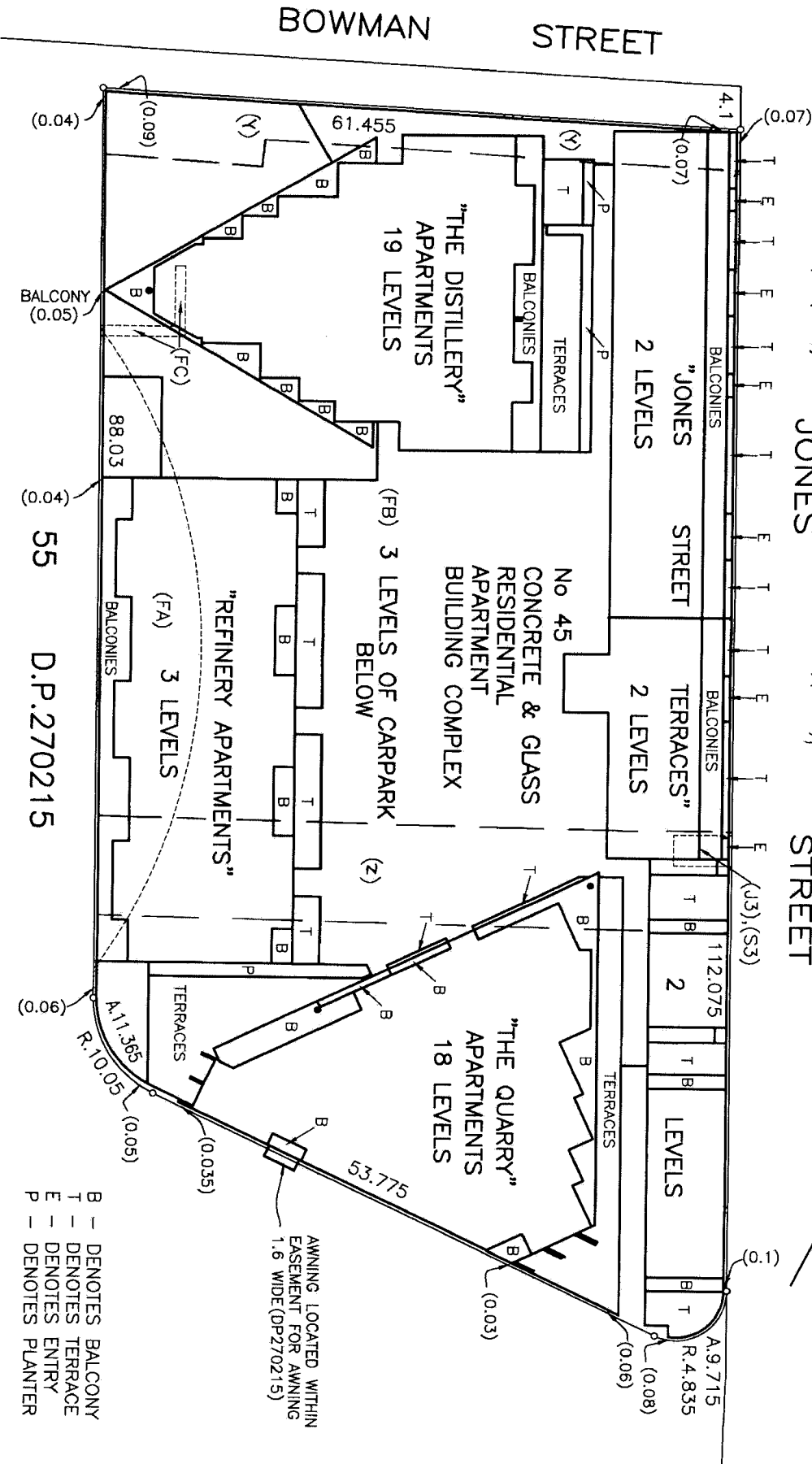
- (Y) POSITIVE COVENANT (2) (DOC 1)
 REST ON USE OF LAND (2) (DOC 1)
 POSITIVE COVENANT (MN) (DOC 5)
 REST ON THE USE OF LAND (MN) (DOC 5)
 PUBLIC POSITIVE COVENANT (NA) (DOC 5)
 PUBLIC POSITIVE COVENANT (NB) (DOC 5)
 BENEFITED BY EASEMENT FOR:

DP270215

LOCATION PLAN

SP73528

SECURITY CONDUITS OVER EXISTING LINE OF CONDUITS (DOC 1); IRRIGATION PURPOSES & ACCESS (MB) (DOC 5); SUPPORT AND SHELTER (MN) (DOC 5);
 DRAINAGE OF WATER 14 & 2 WIDE & VAR (A7) (DOC 4); FIRE SERVICES (MC) (DOC 5); DRAINAGE OF WATER (MD) (DOC 5);
 LIGHTING PURPOSES 0.2 WIDE & VAR (C) (DOC 4); ENCROACHMENT AND SUPPORT OF STABLE TRUSS (MH) (DOC 5);
 SUPPORT AND SHELTER (F7) (DOC 4); RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS (MN) (DOC 5);
 ELECTRICITY PURPOSES & ACCESS (MA) (DOC 5);



B - DENOTES BALCONY
 T - DENOTES TERRACE
 E - DENOTES ENTRY
 P - DENOTES PLANTER

AWNING LOCATED WITHIN
 EASEMENT FOR AWNING
 1.6 WIDE (DP270215)

(Z) POSITIVE COVENANT (1) { DP 270215 (DOC 1) }

Reduction Ratio 1 : 400

Lengths are in metres

NOTIFICATIONS MR, MS, NA & NB
 DELETED IN LPI/NSW
 VIDE 2004/2207 23.11.2004

X:\JACKSONS_LANDING\020411-DISTILLERY_HILL\SHEET_4.DWG

Registered Surveyor

Authorised Person to Sign

SURVEYOR'S REFERENCE : 020411 SP

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 60 Sheets

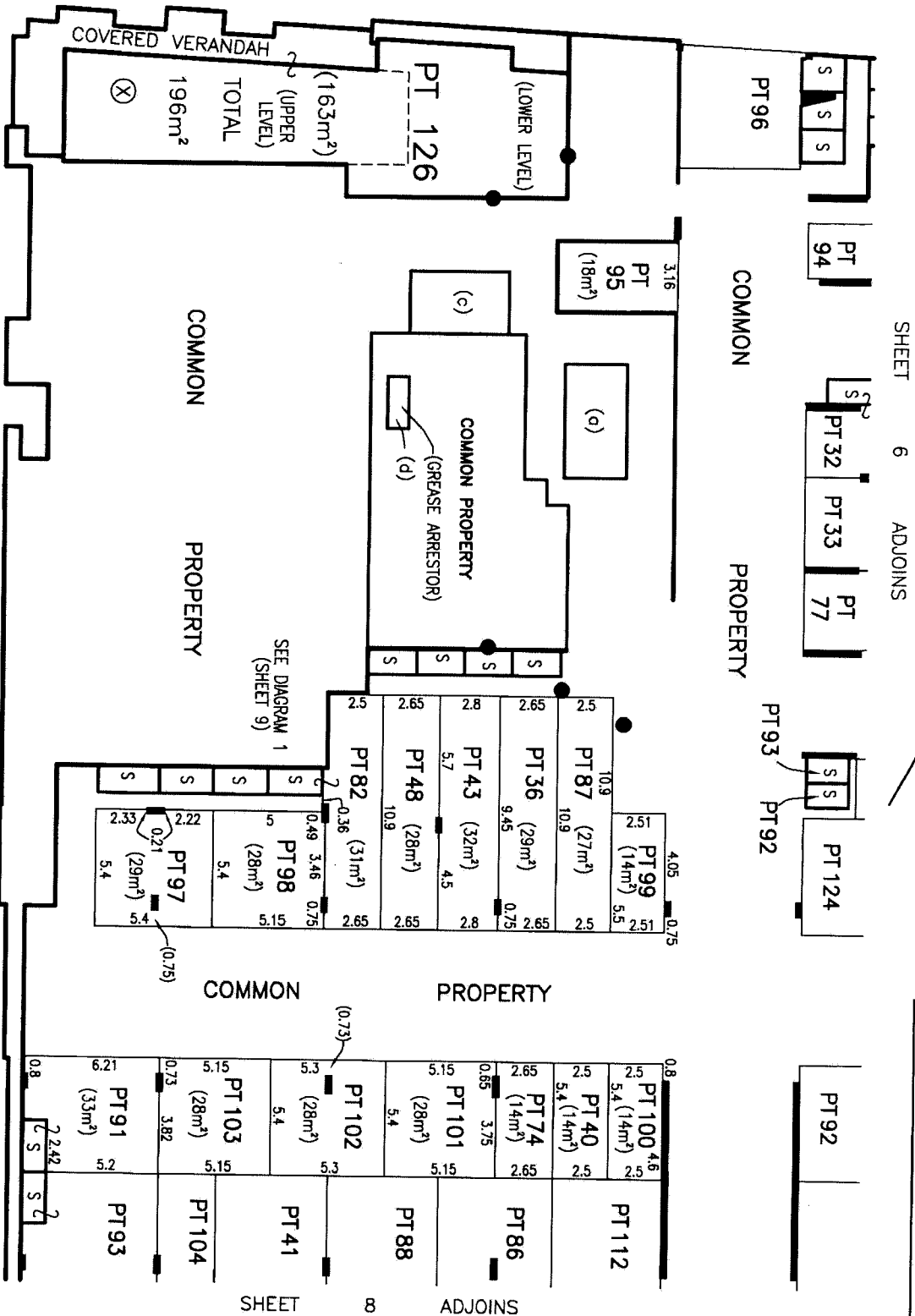
CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

NOTE RE: LOT 126
THE FLOOR STRUCTURE IN THE AREA
MARKED (X) FORMS OF THE LOT AND
IS NOT COMMON PROPERTY, AND THE
LOT IS LIMITED IN DEPTH TO THE
PROJECTION OF THE UPPER SURFACE
OF THE LOWER LEVEL FLOOR.

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

- (a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- (c) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- (d) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- S - DENOTES STORAGE



BASEMENT LEVEL 2

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
Ray McQuibben

Authorised Person/Competent Manager/ Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

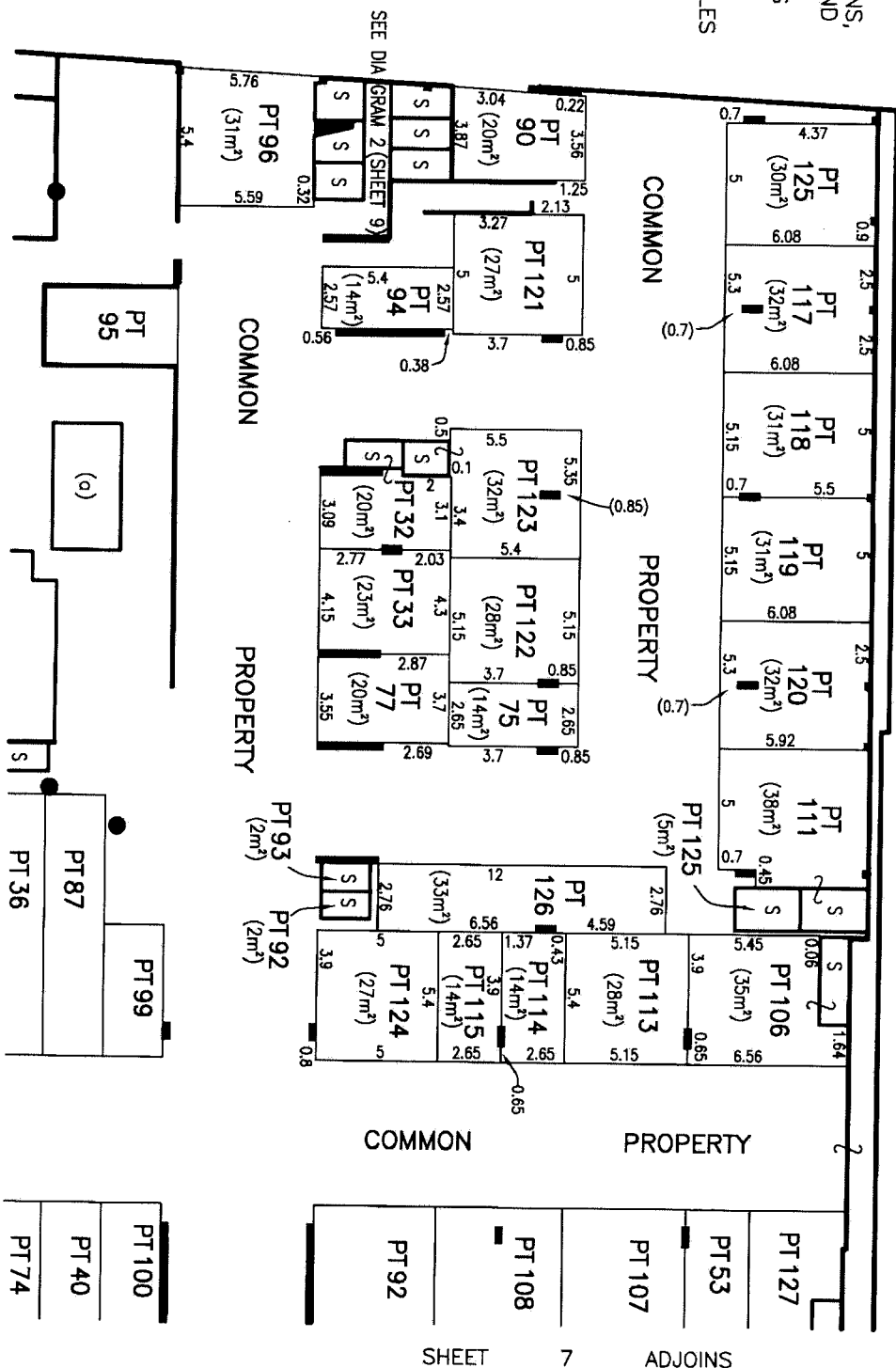
X:\JACKSONS_LANDING\020411-DISTILLERY_HILL\BASEMENT-2.DWG

CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

(o) - DENOTES EXCLUSIVE USE AREA
S - DENOTES STORAGE



BASEMENT LEVEL 2

SHEET 5 ADJOINS

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Practice/Control Manager/Accredited Certifier

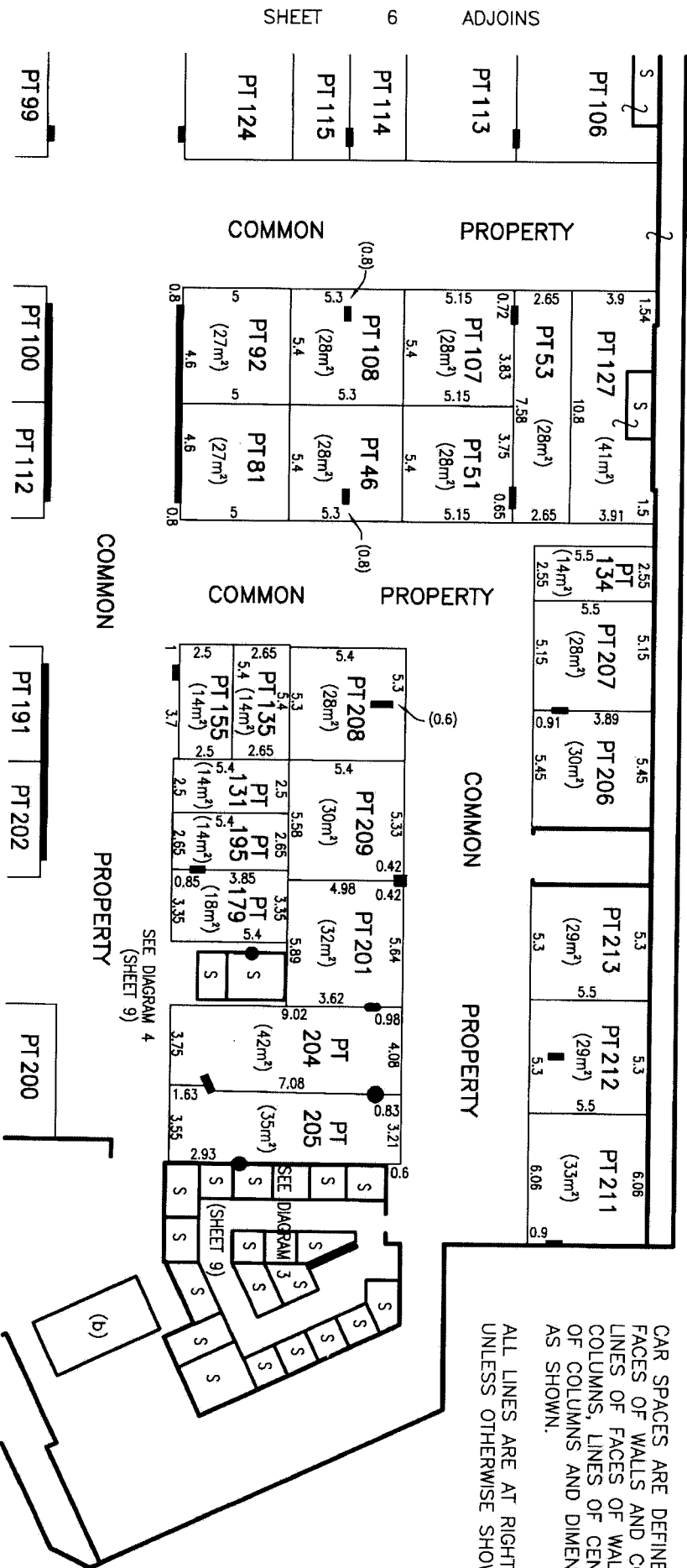
SURVEYOR'S REFERENCE : 020411 SP

X:\JACKSONS_LANDING\020411-DISTILLERY_HILL\BASEMENT-2.DWG

SP73528

CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN



- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- S - DENOTES STORAGE

SHEET 8 ADJOINS

BASEMENT LEVEL 2

SHEET 6 ADJOINS

SP73528

SHEET 7 ADJOINS

PT 92	PT 81
-------	-------

PT 155	PT 131	PT 195	PT 179
--------	--------	--------	--------

PT 204	PT 205
--------	--------

COMMON

PROPERTY

(b)

SHEET 5 ADJOINS

PT 100	PT 112	PT 74	PT 86	PT 101	PT 88	PT 102	PT 41	PT 103	PT 104	PT 93	PT 91
4.6	(27m ²)	5.4	(28m ²)	5.3	5.4	5.15	(28m ²)	5.15	(14m ²)	3.82	5.2
0.8	5	5.4	5.3	5.4	5.15	0.73	5.15	5.4	2.65	6.22	0.8

COMMON

PROPERTY

PT 191	PT 202	PT 192	PT 203	PT 193	PT 210	PT 178	PT 215	PT 187	PT 214	PT 189	PT 190
(27m ²)	(27m ²)	(28m ²)	(28m ²)	(28m ²)	(28m ²)	(28m ²)	(28m ²)	(28m ²)	(28m ²)	(18m ²)	(18m ²)
5.4	5.4	5.3	5.4	5.15	5.15	5.15	5.4	5.3	5.4	5.4	5.4
0.8	0.8	0.65	0.65	0.73	0.73	3.82	0.73	0.73	0.73	4.6	0.8

COMMON

PROPERTY

PT 200	PT 199	PT 173	PT 197	PT 196	PT 215	PT 214
6.18	2.75	5.45	5.35	3.77	(36m ²)	(2m ²)
0.96	0.94	6.18	5.15	2.65	6.04	2.65
3.09	3.24	2.72	5.15	2.65	6.04	2.65

COMMON

PROPERTY

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CAR SPACES ARE DEFINED BY FACES OF WALLS AND COLUMNS, LINES OF FACES OF WALLS AND COLUMNS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN

(b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY

BASEMENT LEVEL 2

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
Tony Mendenhall

Authorised Person/General Manager/ Accredited Certifier

X:\JACKSONS_LANDING\020411-DISTILLERY_HILL\BASEMENT-2.DWG

SURVEYOR'S REFERENCE : 020411 SP

SP73528

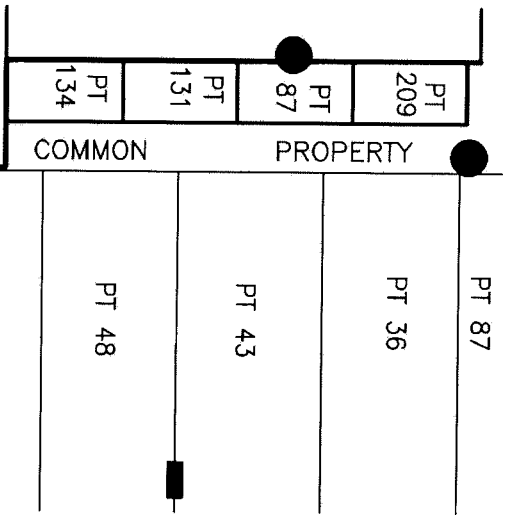


DIAGRAM 1

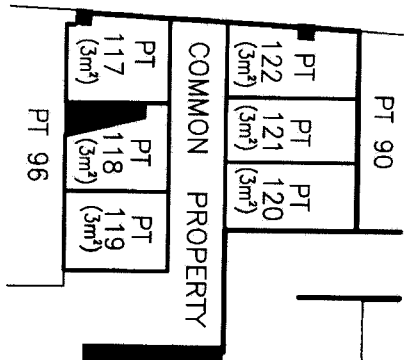
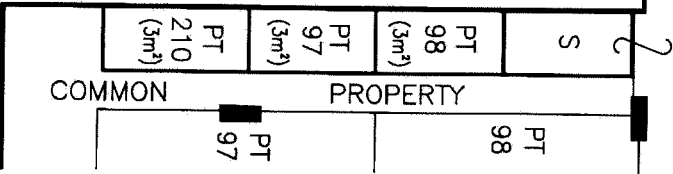


DIAGRAM 2

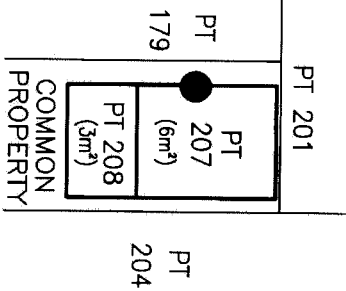


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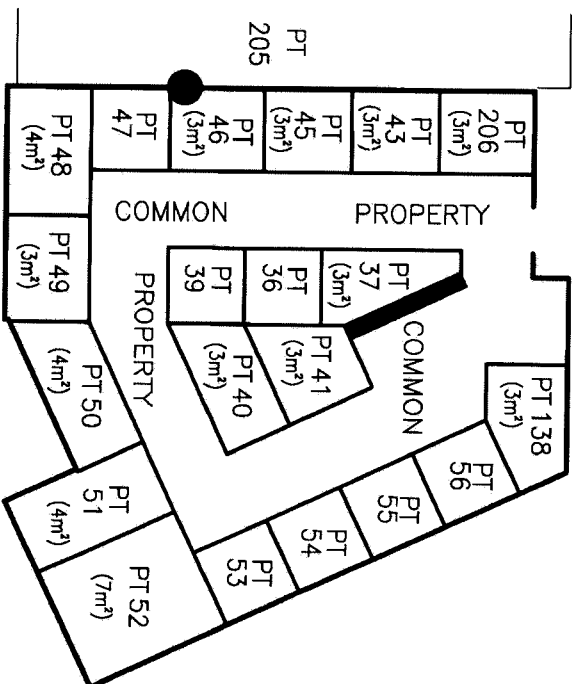


DIAGRAM 3

BASEMENT LEVEL 2

CARPARK STORAGE DIAGRAMS

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

ALL STORAGE AREAS 2m² UNLESS STATED OTHERWISE

S - DENOTES STORAGE

Reduction Ratio 1 : 100

Lengths are in metres

Registered Surveyor *Tony Mewble*

Authorised Surveyor/Engineer/Architect/Certifier *[Signature]*

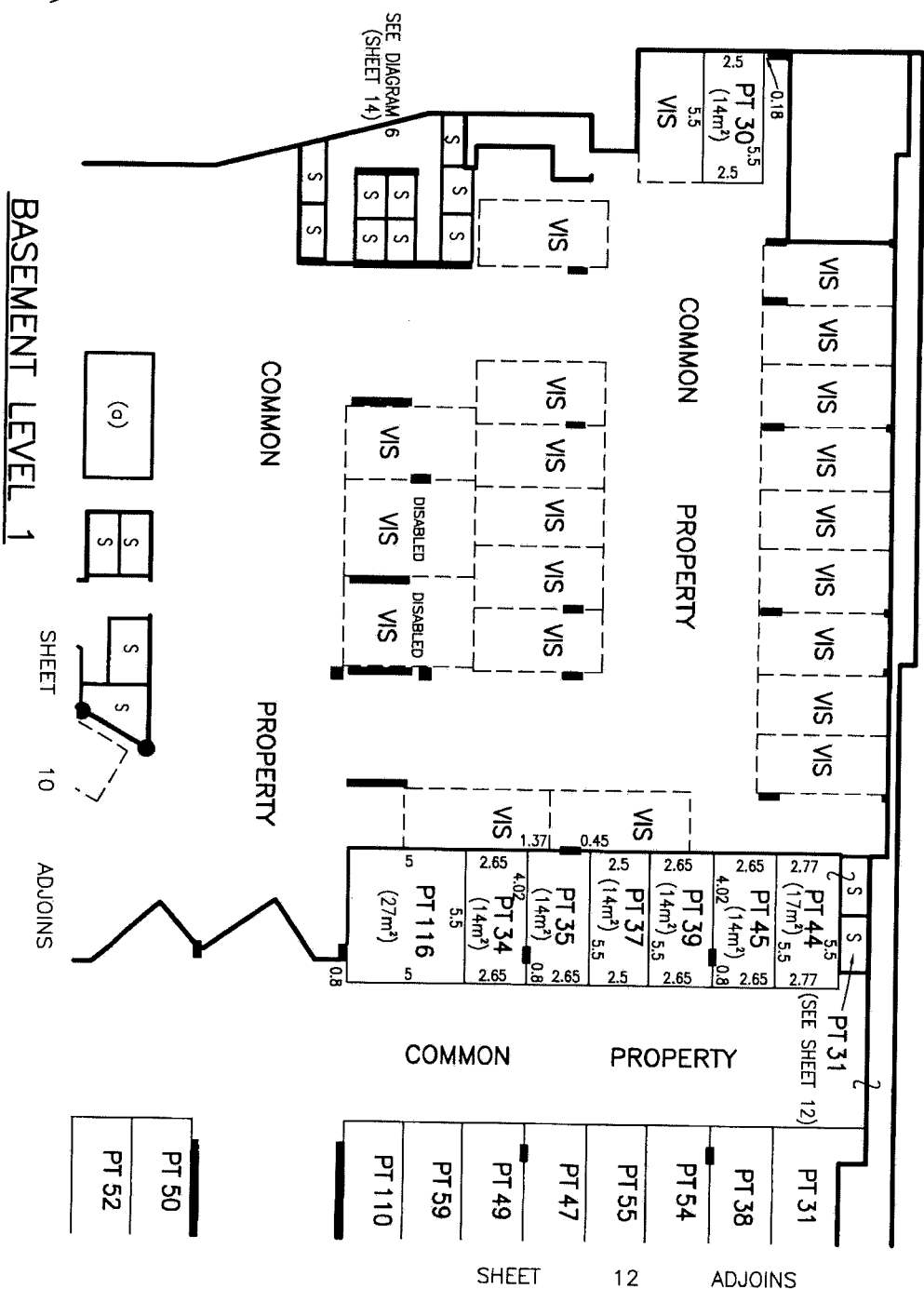
SURVEYOR'S REFERENCE : 020411 SP

Authorized Person/Manager/Accredited Certificate

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

(a) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
S - DENOTES STORAGE
VIS - DENOTES VISITOR CAR SPACE (



SP73528

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Tang M. Smith

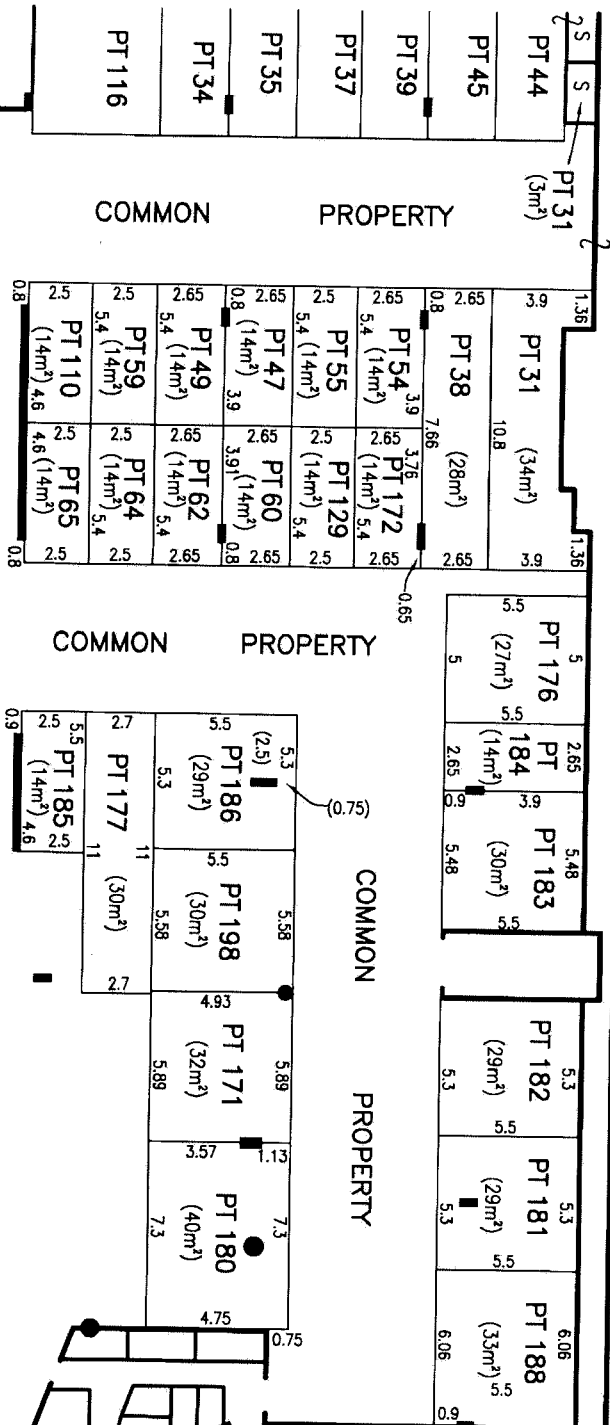
Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

SHEET 11 ADJOINS



FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
S - DENOTES STORAGE

BASEMENT LEVEL 1

SHEET 13 ADJOINS

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Ray Muthu

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SHEET 12 ADJOINS

PT 65

PT 185

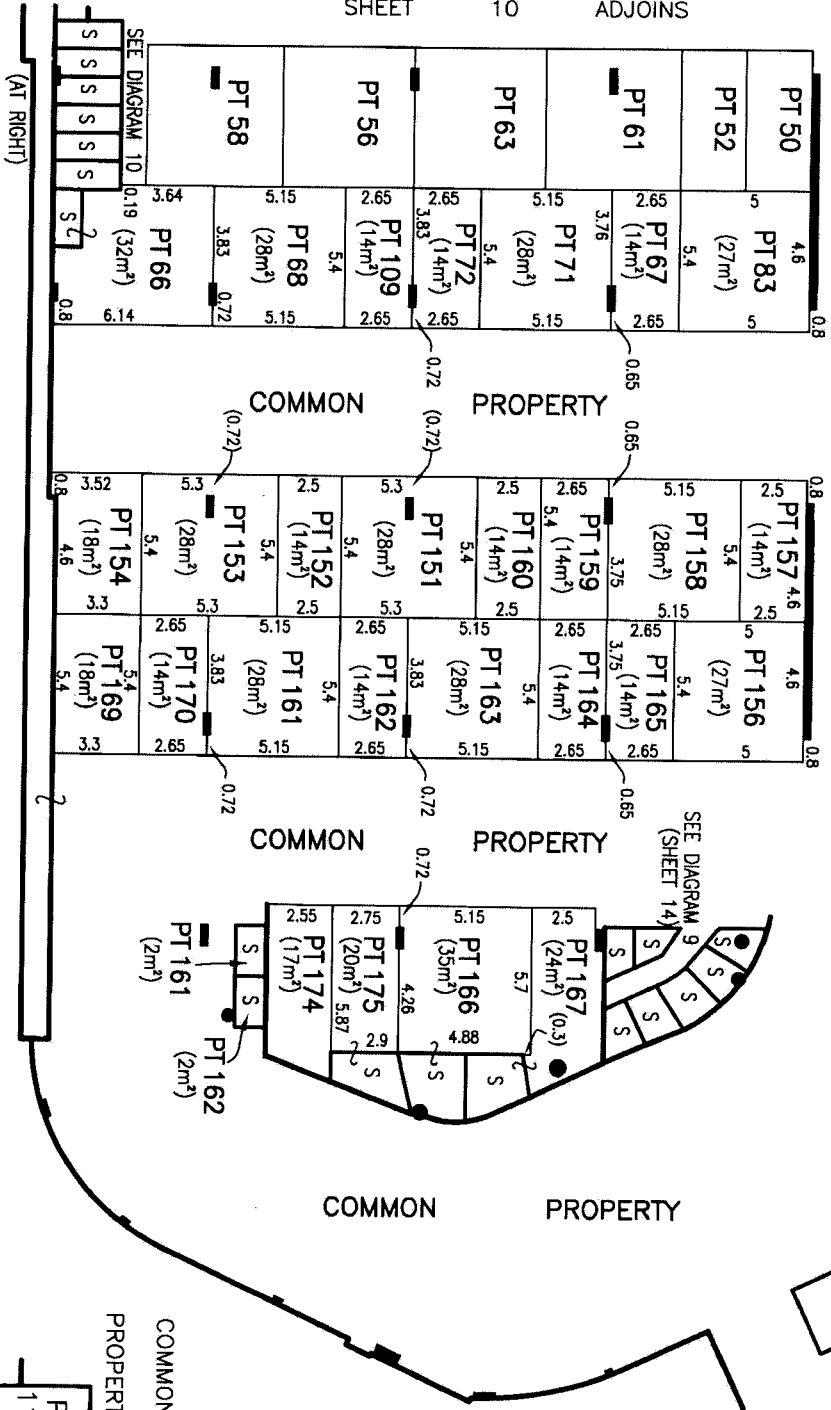
SP73528

COMMON

PROPERTY

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

SHEET 10 ADJOINS

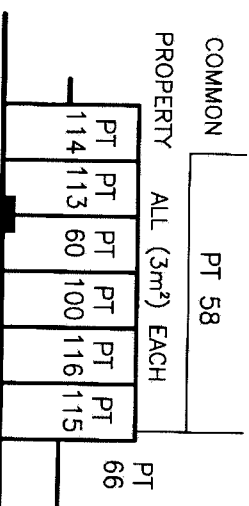


CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

BASEMENT LEVEL 1

- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
S - DENOTES STORAGE

DIAGRAM 10
STORAGE

Reduction Ratio 1 : 200

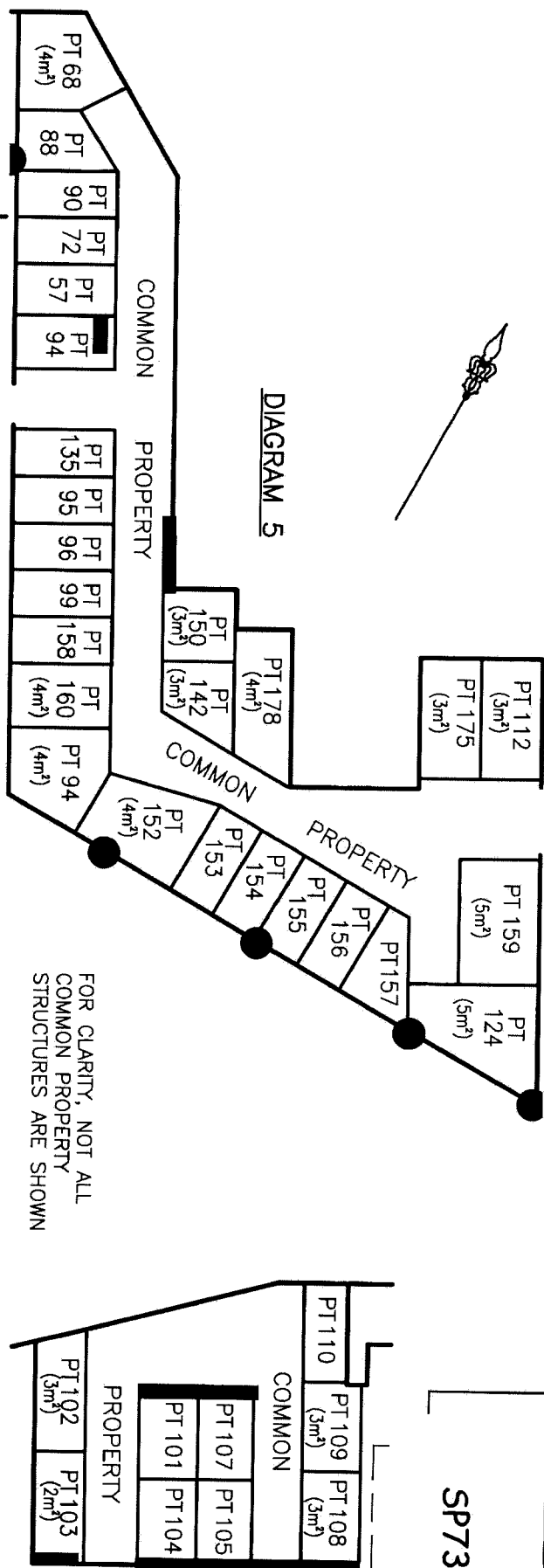
Lengths are in metres

Registered Surveyor

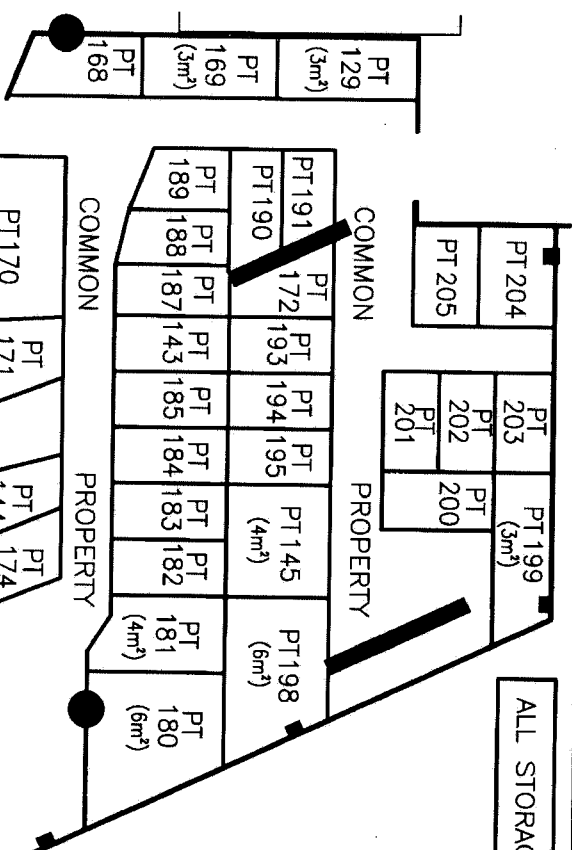
Terry Mawhood

Authorised Person/Registered/ Accredited Certifier

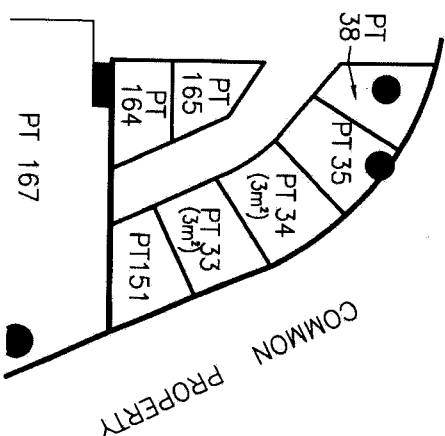
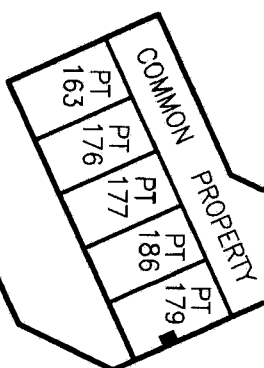
SURVEYOR'S REFERENCE : 020411 SP



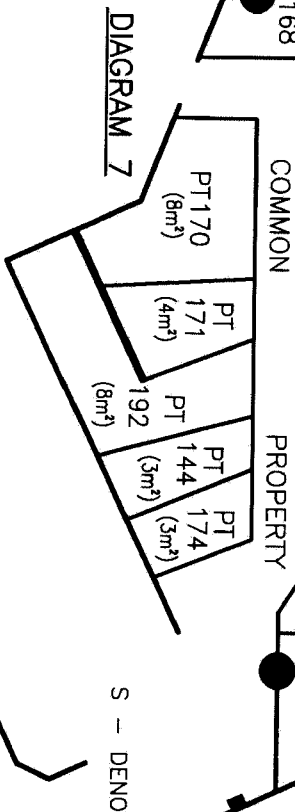
FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN



ALL STORAGE AREAS 2m² UNLESS STATED OTHERWISE



COMMON PROPERTY



S - DENOTES STORAGE

BASEMENT LEVEL 1

Reduction Ratio 1 : 100

Lengths are in metres

Registered Surveyor

Authorized Person, ~~Library Manager~~/Accredited Certifier

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SHEET 16 ADJOINS

PT 30

PT
57

P. 10

PT
84PT
85PT
89

PT 3

PT 42

COMMON

PROPERTY

COMMON PROPERTY

(d)

PT 69 (14m ²) _{5.4}	2.5	2.5	3.9
PT 70 (14m ²) _{5.4}	2.5	2.5	0.8
PT 24 (14m ²) _{0.8}	2.65	2.65	3.9
PT 18 (15m ²)	2.8	2.8	0.15

COMMON PROPERTY

PT 79

PT 80

PT 25

PT 1

PT 14

SHEET

18

ADJOINS

CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

PT 1.
(109m²)

TOTAL
129m²

PT 14

(d) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY

GROUND LEVEL

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

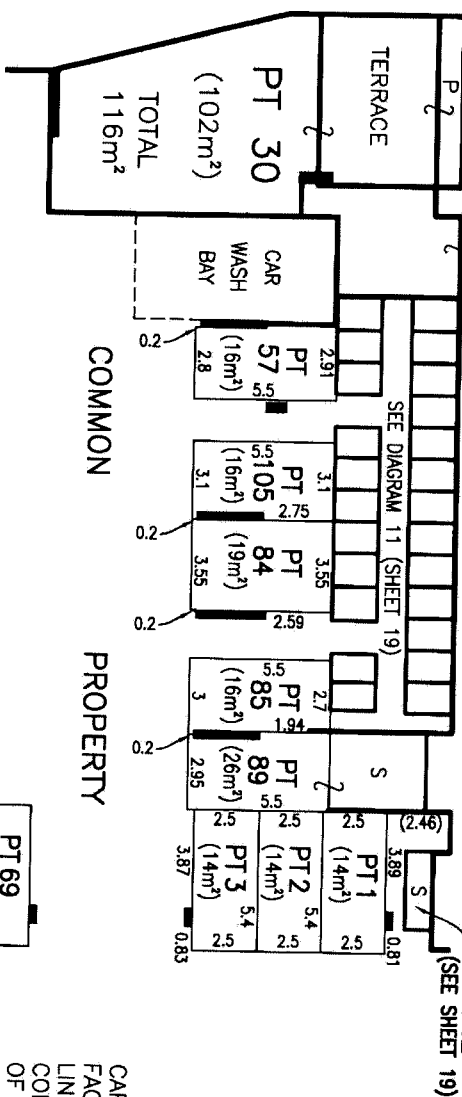
Authorised Person/General Manager/Accredited Certifier

X:\JACKSONS_LANDING\020411-DISTILLERY_HILL\GROUND.DWG

THE STRATUM OF THE TERRACES, ENTRIES AND PLANTER, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

T	E	T	E	E	T	E	T	E	E	T
2	2	2	2	2	2	2	2	2	2	2
PT 1		PT 2		PT 3		PT 4		PT 5		PT 6
(87m ²)		(87m ²)		(87m ²)		(87m ²)		(87m ²)		
TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		
184m ²		184m ²		185m ²		185m ²		185m ²		

COMMON PROPERTY



FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

T - DENOTES TERRACE
P - DENOTES PLANTER
E - DENOTES ENTRY
S - DENOTES STORAGE

GROUND LEVEL

SHEET 15 ADJOINS

PT 69

SHEET 17

ADJOINS

CAR SPACES ARE DEFINED BY FACES OF WALLS AND COLUMNS, LINES OF FACES OF WALLS AND COLUMNS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Ray Mawle

Authorised Survey/Planning/Mapping/Assestment Certifier

SURVEYOR'S REFERENCE : 020411 SP

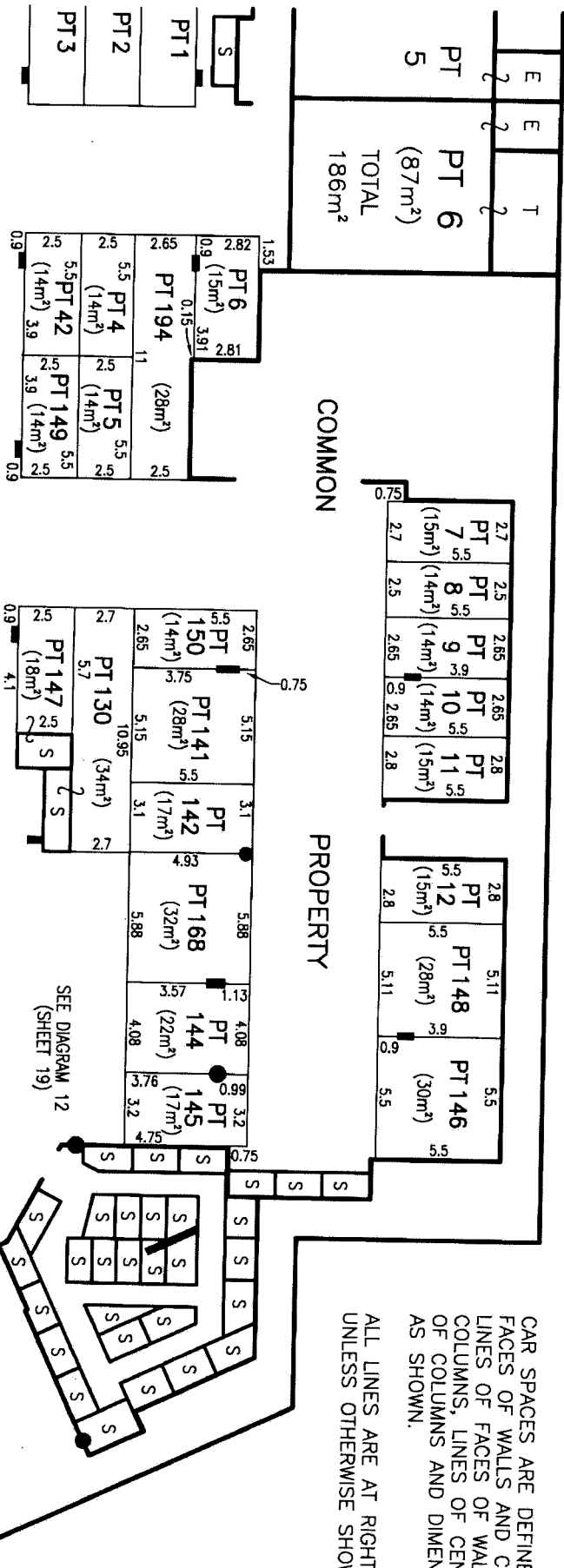
THE STRATUM OF THE TERRACE AND ENTRY, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP73528

CAR SPACES ARE DEFINED BY FACES OF WALLS AND COLUMNS, LINES OF FACES OF WALLS AND COLUMNS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN

SHEET 16 ADJOINS



COMMON

PROPERTY

PT 69

PT 79

PT 29

PT 28

PT 143

SHEET 18

ADJOINS

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

GROUND LEVEL

Reduction Ratio 1 : 200

Lengths are in metres

- (b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
 T - DENOTES TERRACE
 E - DENOTES ENTRY
 S - DENOTES STORAGE

Registered Surveyor

Tanyu Mander

Authorised Dealing/General Manager/Deputy/Deputy Manager

SURVEYOR'S REFERENCE : 020411 SP

SP73528

SHEET 17 ADJOINS

PT 3

PT 42 PT 149

PT 147

COMMON

PROPERTY

(b)

ADJOINS

SHEET 15

COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

PT 69	PT 79 (14m ²)	PT 29 (14m ²)
PT 24	PT 80 (14m ²)	PT 23 (14m ²)
PT 18	PT 25 (14m ²)	PT 26 (14m ²)
PT 13	PT 19 (14m ²)	PT 20 (14m ²)
	PT 14 (21m ²)	PT 15 (21m ²)

PT 28 (14m ²)	PT 22 (14m ²)	PT 143 (27m ²)
PT 27 (14m ²)	PT 21 (14m ²)	PT 137 (14m ²)
PT 16 (21m ²)	PT 17 (21m ²)	

PT 139 (19m ²)	PT 140 (19m ²)	PT 133 (19m ²)
PT 132 (36m ²)	PT 136 (27m ²)	PT 138 (28m ²)

PT 13

PT 14

PT 15

PT 16

PT 17

COMMON

PT 133

PT 136

PT 138

PT 132

PT 139

PT 140

PT 133

PT 136

PT 138

PT 132

PT 139

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PT 133

PT 136

PT 138

PT 132

PT 139

PT 140

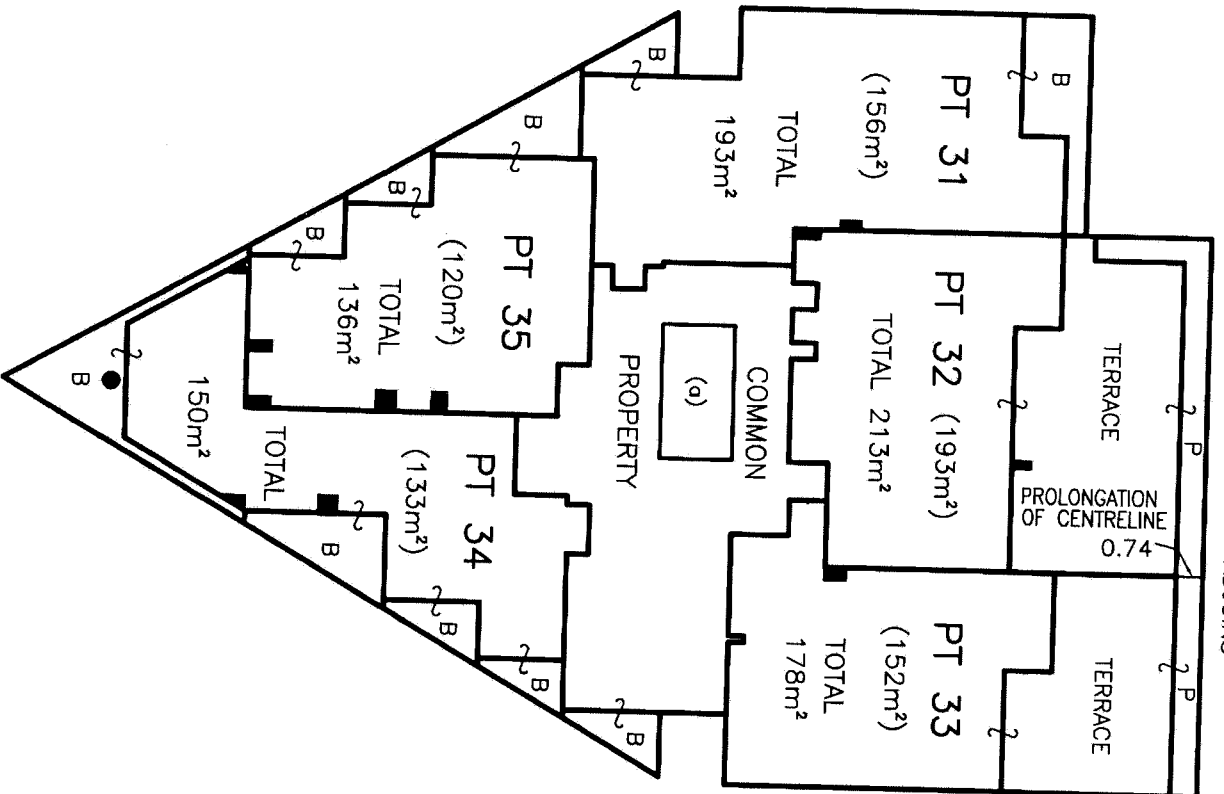
PT 133

PT 136

PT 138

PT 132

SP73528

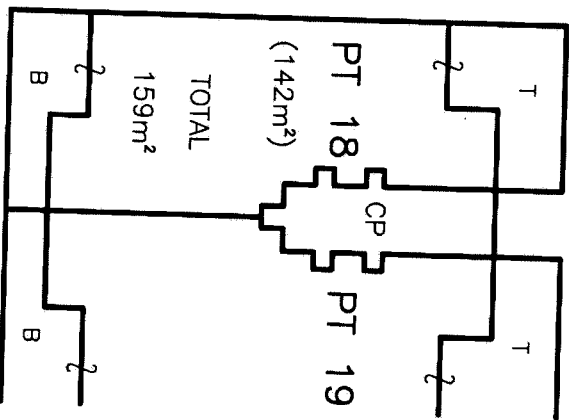


FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

THE STRATUM OF THE BALCONIES, TERRACES AND PLANTERS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

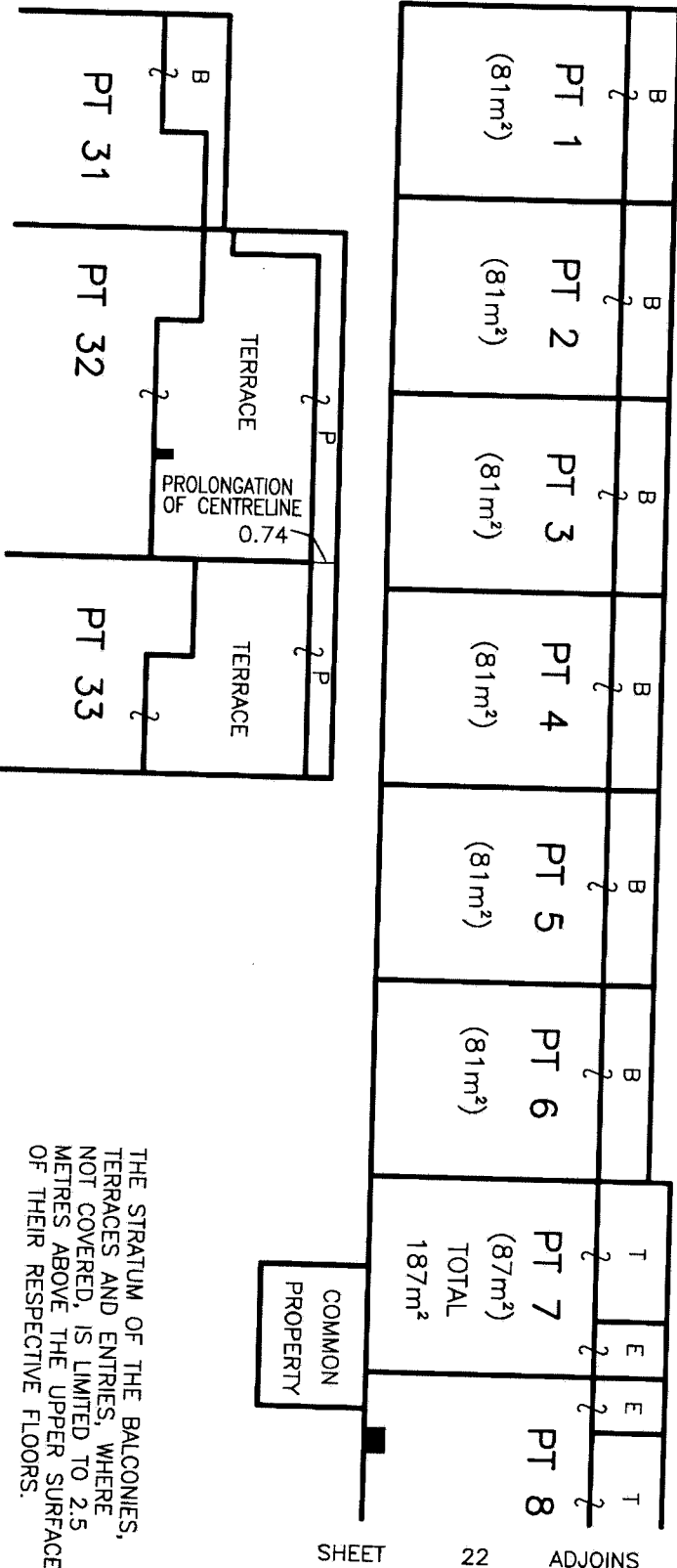
- (a) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY
- P - DENOTES PLANTER
- T - DENOTES TERRACE

LEVEL 1



SHEET 23 ADJOINS

SP73528



SHEET 20 ADJOINS

LEVEL 1

- CP - DENOTES COMMON PROPERTY
- B - DENOTES BALCONY
- P - DENOTES PLANTER
- T - DENOTES TERRACE
- E - DENOTES ENTRY

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Person/Authorised Agent/Authorised Certifier

THE STRATUM OF THE LOT 10, 11 & 12 TERRACES, RAISED AREAS & ENTRIES, WHERE NOT COVERED, IS LIMITED TO 6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TERRACE FLOORS.

SHEET 21 ADJOINS

T	E	E	T	T	E
2	2	2	2	2	
PT 7		PT 8		PT 9	
		(87m ²)		(87m ²)	
		TOTAL		TOTAL	
		183m ²		184m ²	

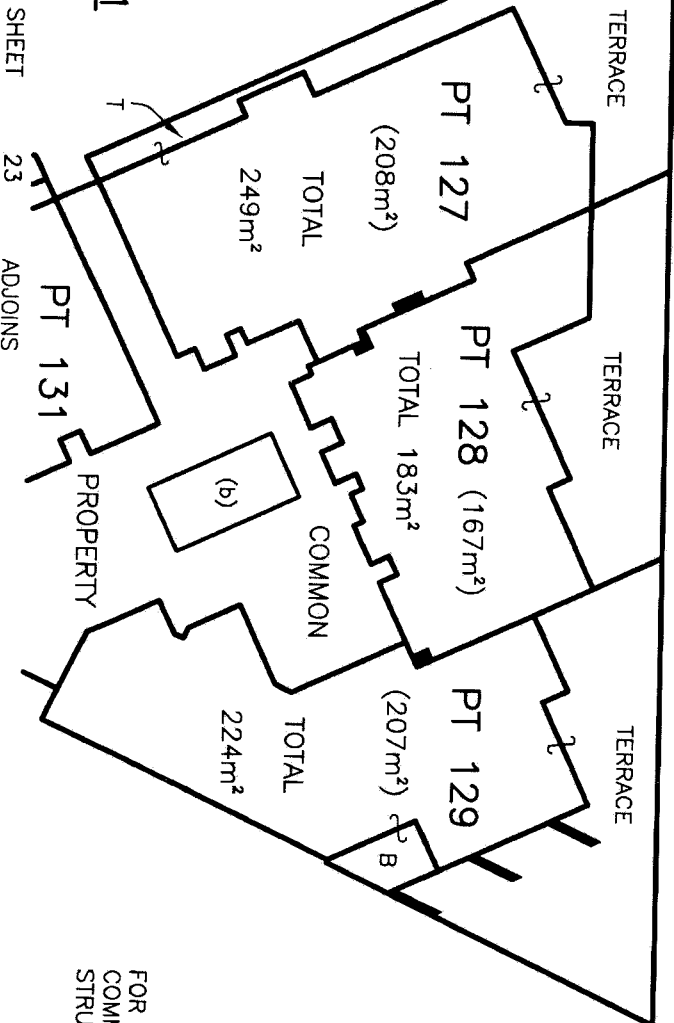
COMMON
PROPERTY

E		E			
T		T			
PT 10		PT 11		PT 12	
(116m ²)		(107m ²)		(103m ²)	
TOTAL 208m ²		TOTAL 200m ²		TOTAL 196m ²	

THE STRATUM OF THE LOT 7, 8 & 9 TERRACES & ENTRIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

- (b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
 B - DENOTES BALCONY (COVERED)
 T - DENOTES TERRACE
 E - DENOTES ENTRY
 R - DENOTES RAISED AREA
 CP - DENOTES COMMON PROPERTY

LEVEL 1



FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

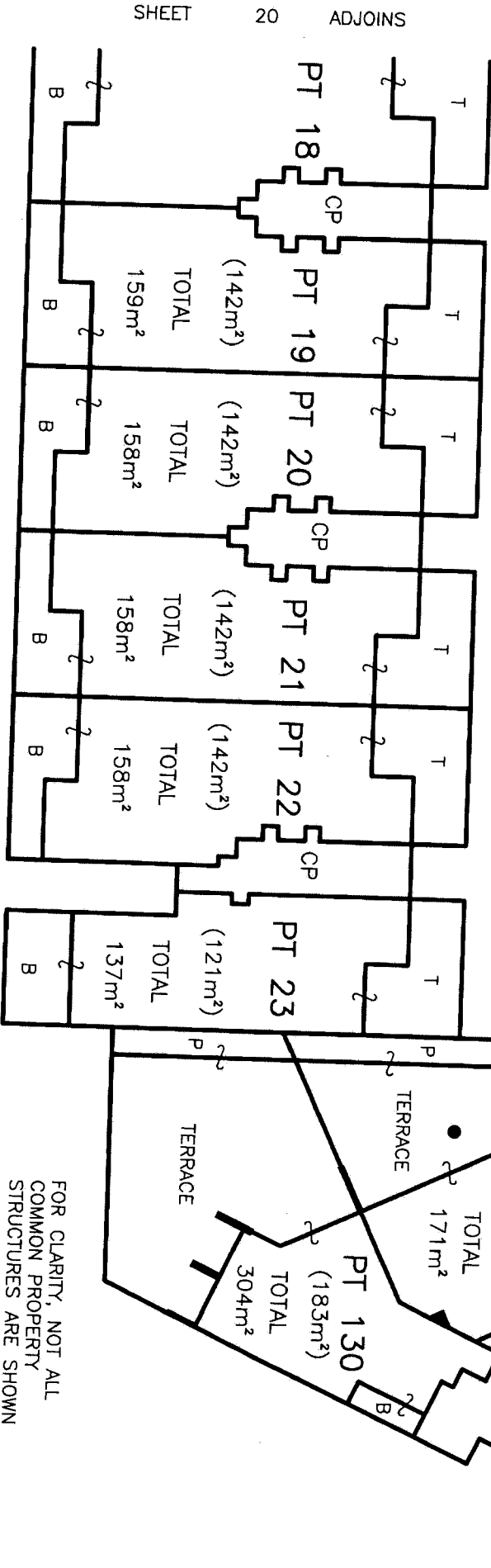
Lengths are in metres

Registered Surveyor

Toughmond

Authorised Person/General Manager/ Accredited Certifier

THE STRATUM OF THE BALCONIES, TERRACES AND PLANTERS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

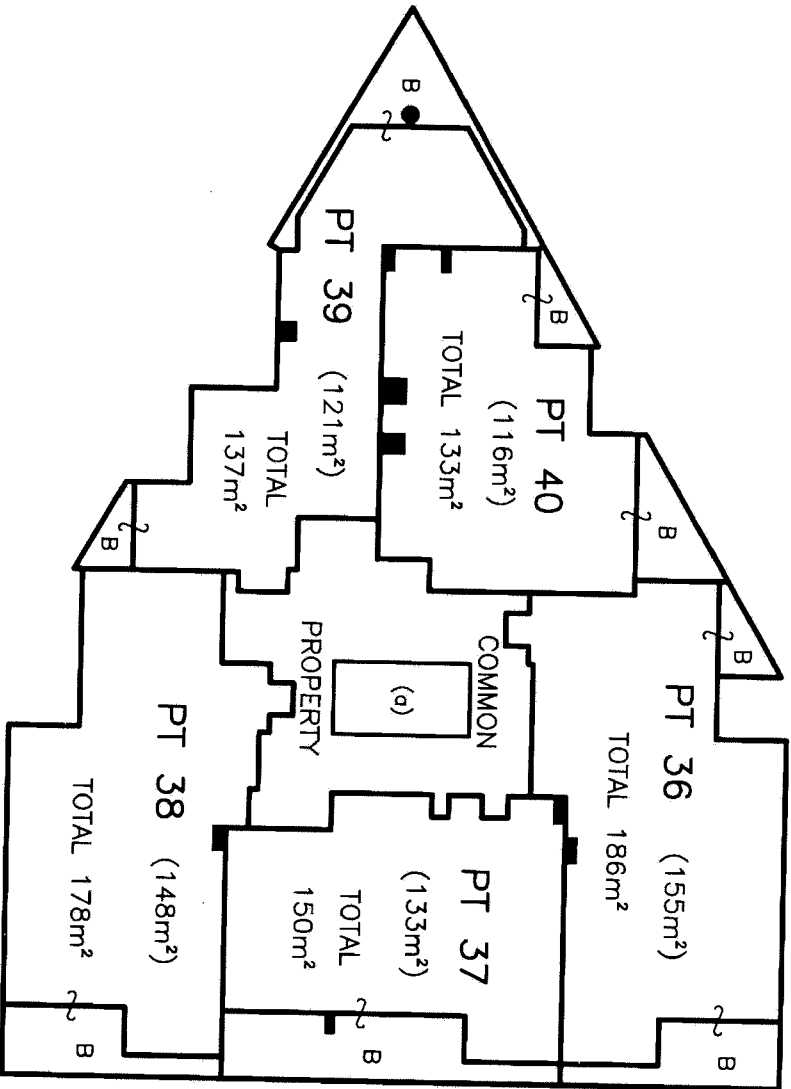


LEVEL 1

- (b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- CP - DENOTES COMMON PROPERTY
- B - DENOTES BALCONY
- T - DENOTES TERRACE
- P - DENOTES PLANTER

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

SP73528



- (a) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

"THE DISTILLERY"

LEVEL 2

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

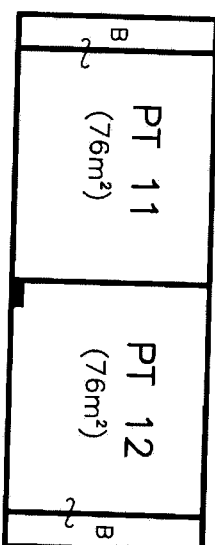
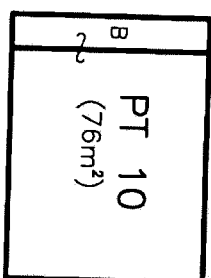
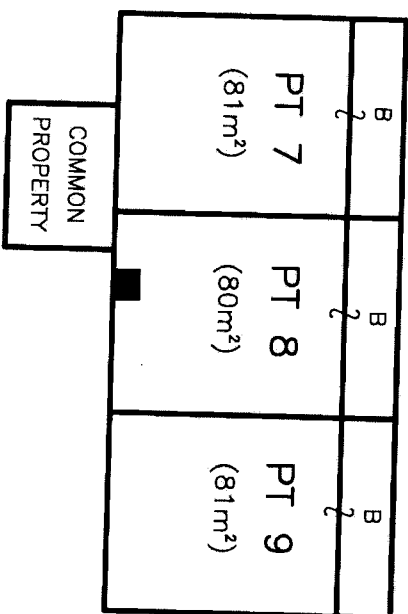
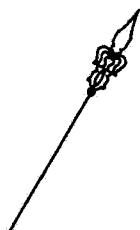
Registered Surveyor

Paul Mawhin

Authorised Person/Professional/Engineer/Architect/Builder

SURVEYOR'S REFERENCE : 020411 SP

SP73528



THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

LEVEL 2

"JONES STREET TERRACES"

B - DENOTES BALCONY

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

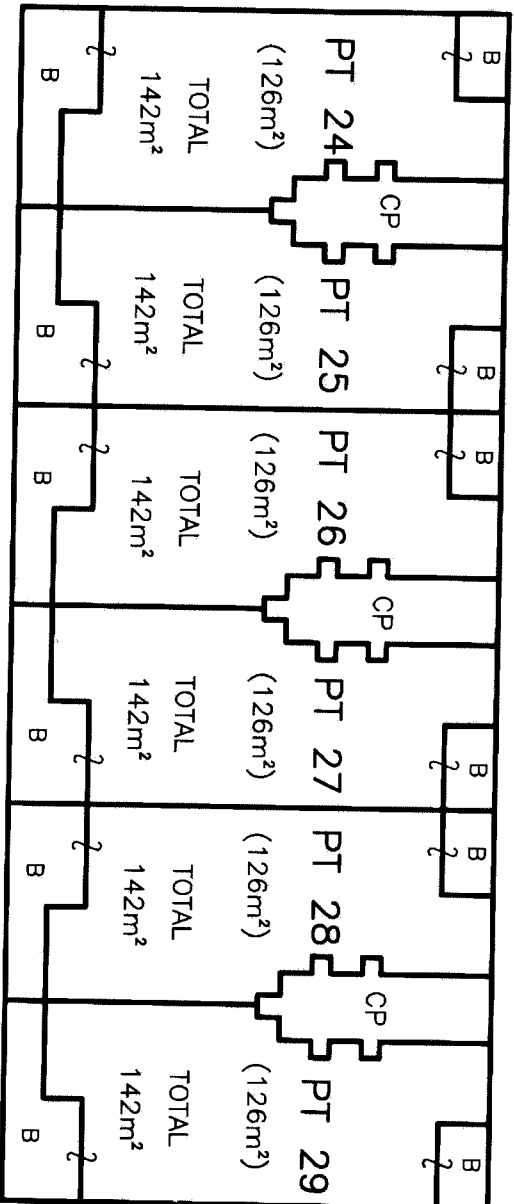
Registered Surveyor

Tang Munde

Authorised Person/Deputy Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528

LEVEL 2"REFINERY APARTMENTS"

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

Reduction Ratio 1 : 200

Lengths are in metres

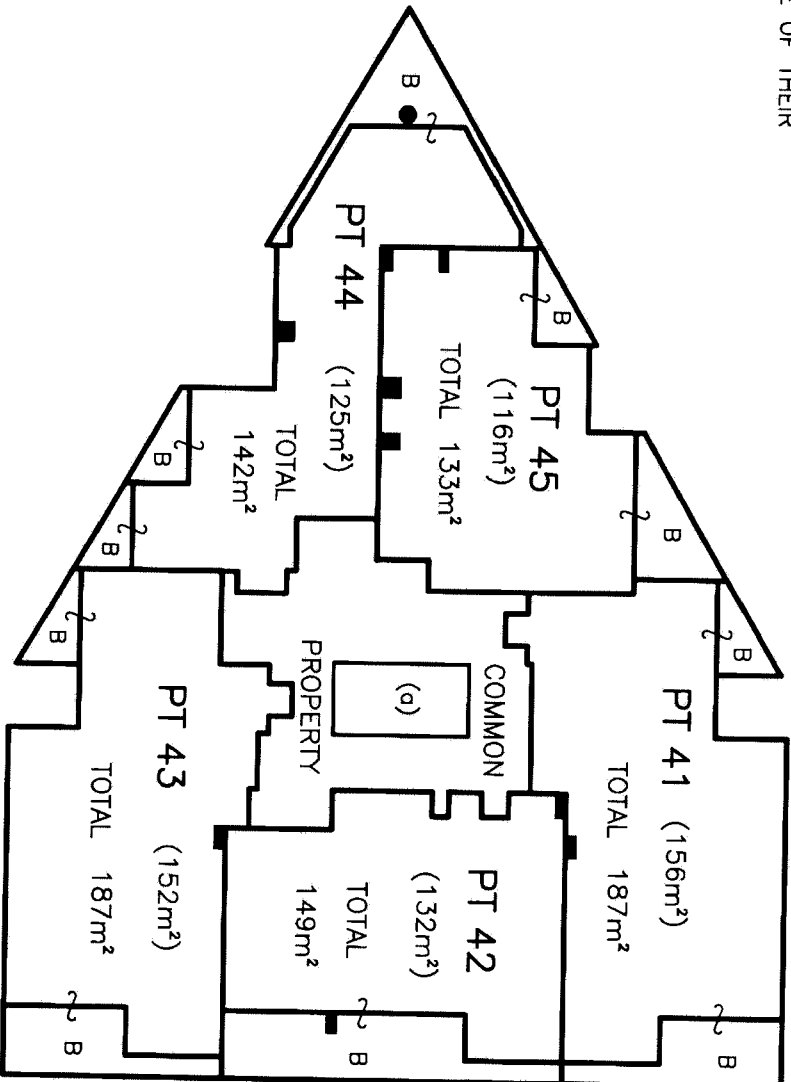
Registered Surveyor

Tang Mawin

Authorised Person/General Manager/ Accredited Certifier

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 4,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.

LEVEL 3

"THE DISTILLERY"

- (c) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

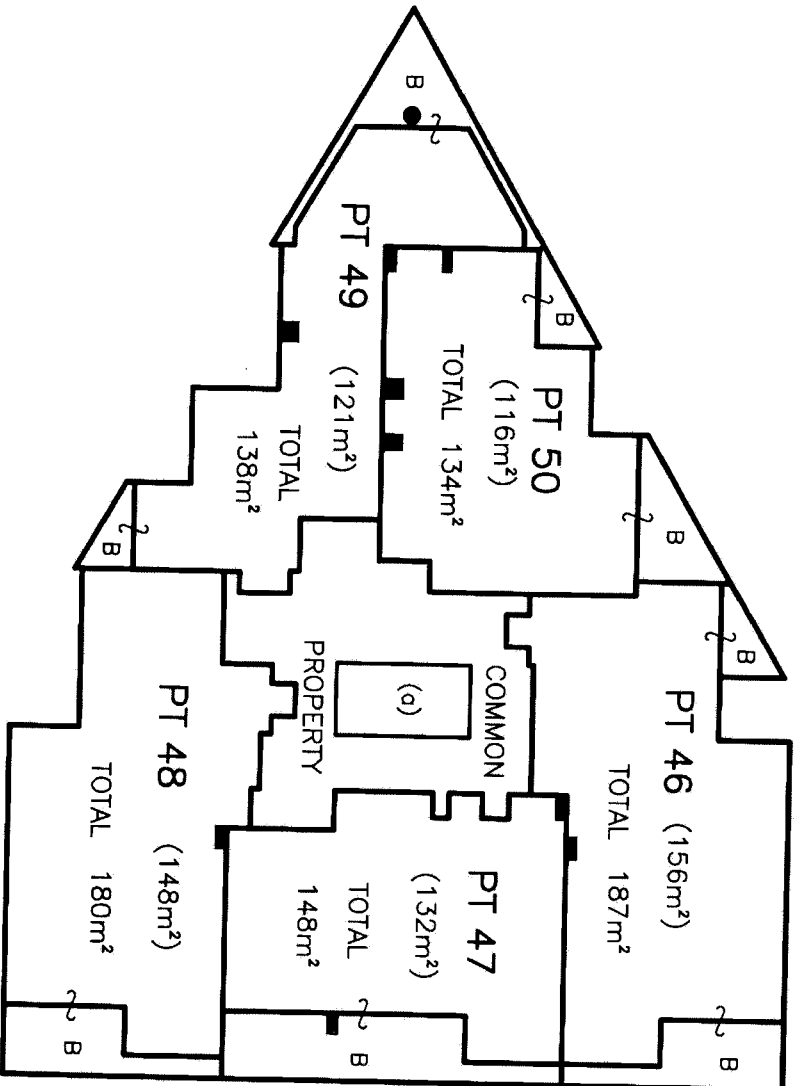
Registered Surveyor

T. M. M. M.

Authorised Person/Canal/Mayor/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528



- (o) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

"THE DISTILLERY"

LEVEL 4

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

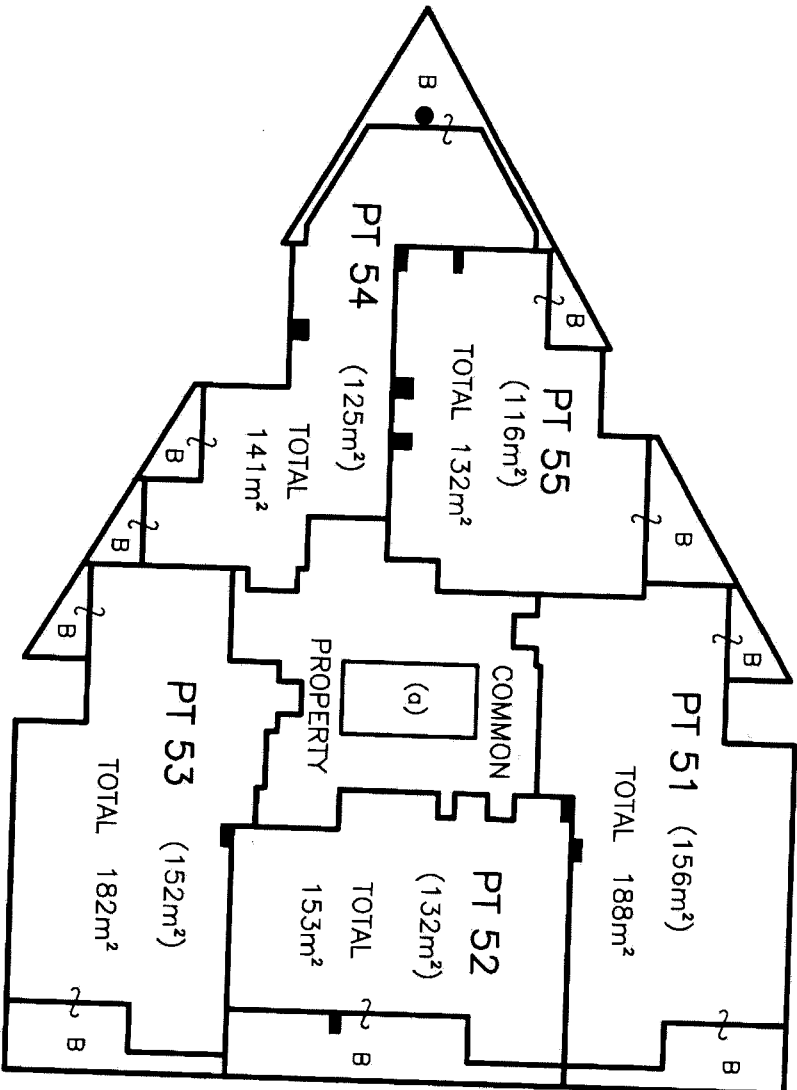
Registered Surveyor

Tom Mundy

Authorised Survey/Planning Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 6,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



LEVEL 5

"THE DISTILLERY"

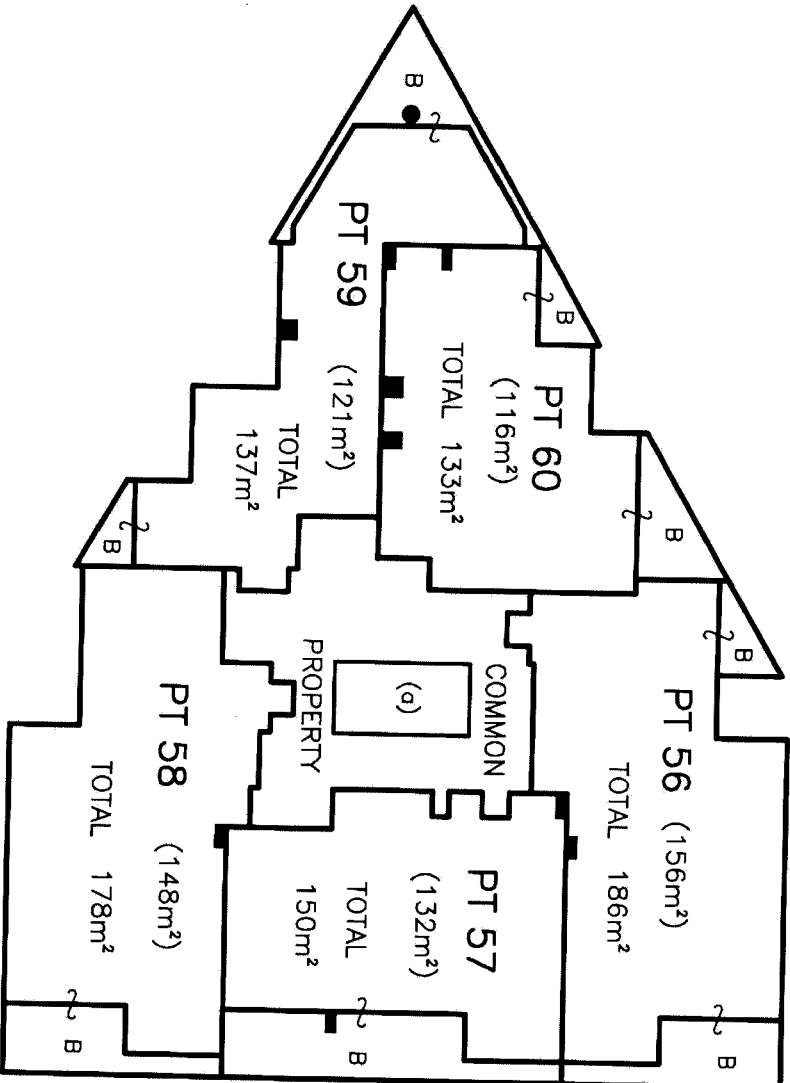
FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

- (a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

SP73528



(a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

"THE DISTILLERY"

LEVEL 6

Reduction Ratio 1 : 200

Lengths given in metres

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Registered Surveyor

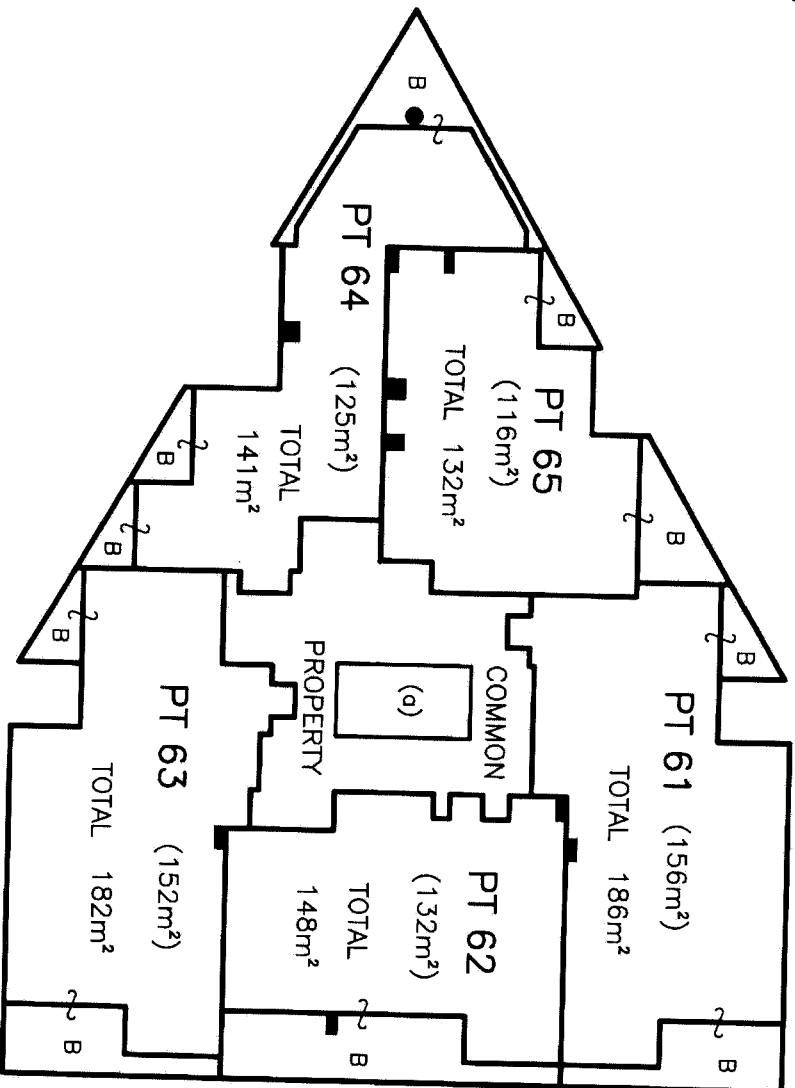
Tony M. Smith

Authorised Person Surveyor/Manager/ Accredited Cartographer

SURVEYOR'S REFERENCE : 020411 SP

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 8,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.

SP73528



- (a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- B - DENOTES BALCONY

"THE DISTILLERY"

LEVEL 7

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

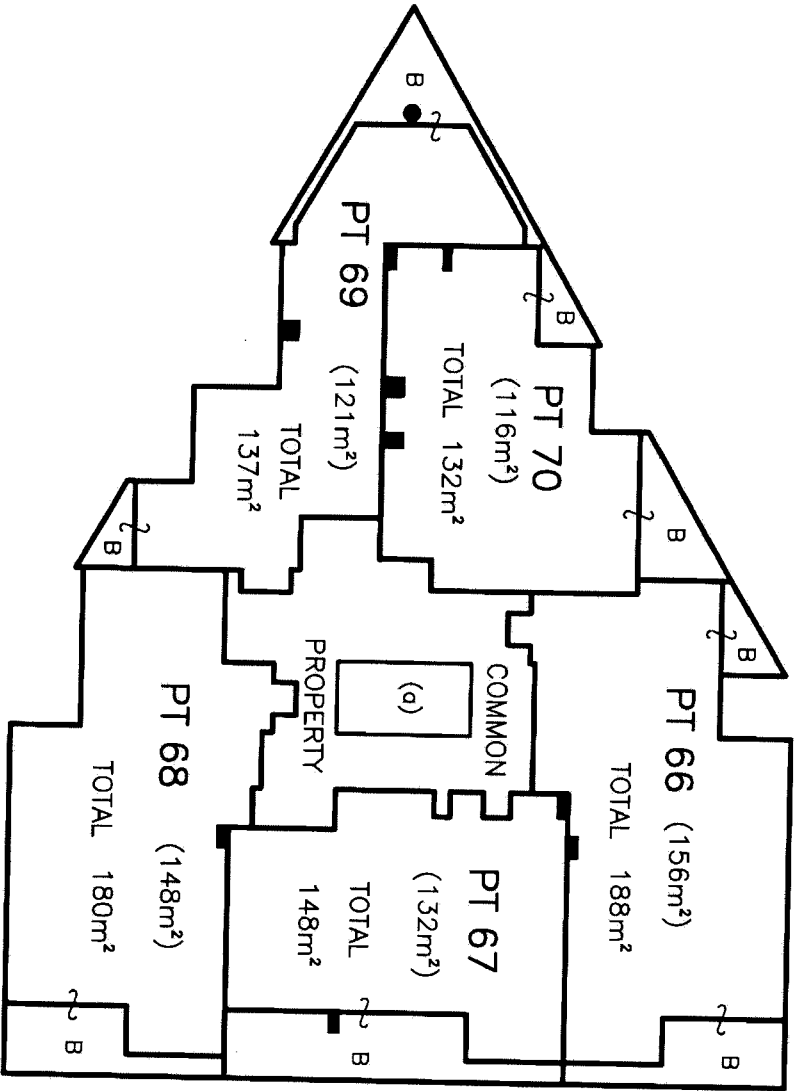
Lengths are in metres

Registered Surveyor

Ray Mundy

Authorised Person/Authorised Person/Authorised Person

SP73528



(o) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

"THE DISTILLERY"

LEVEL 8

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

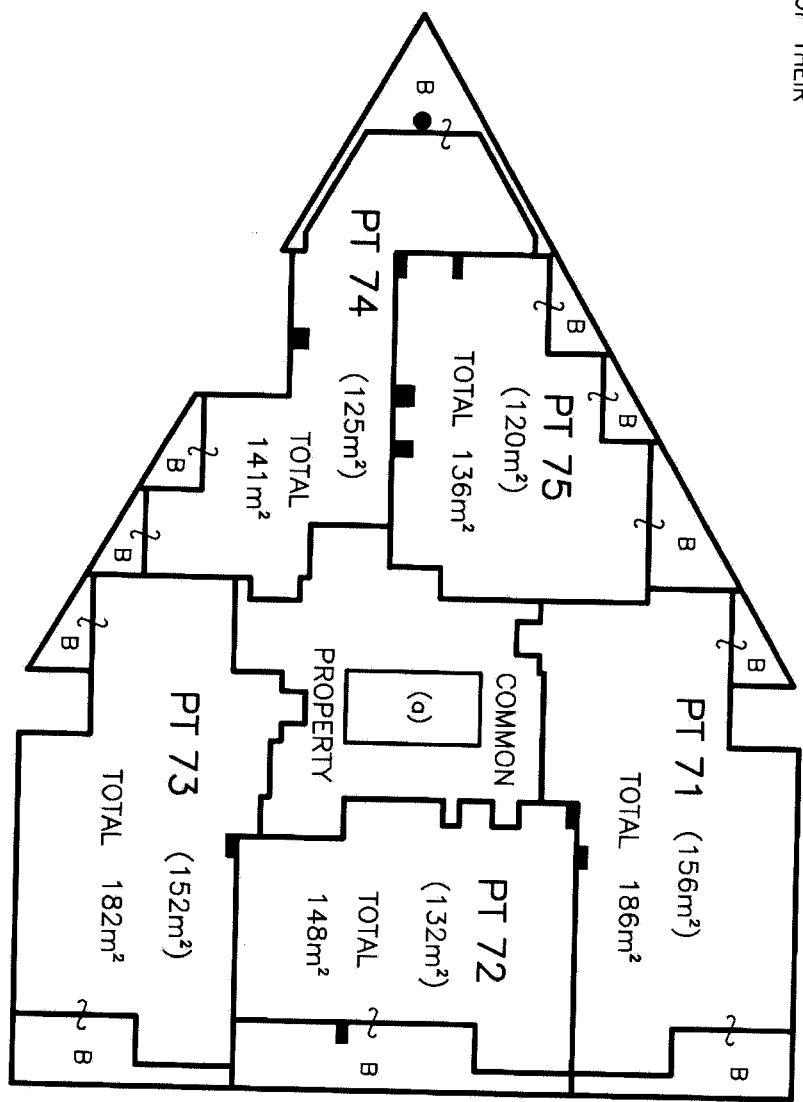
Lengths are in metres

Registered Surveyor
Ray M. Smith

Authorised Person/Engineer/Inspected Certifier
[Signature]

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 10,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



LEVEL 9

"THE DISTILLERY"

- (a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- B - DENOTES BALCONY

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

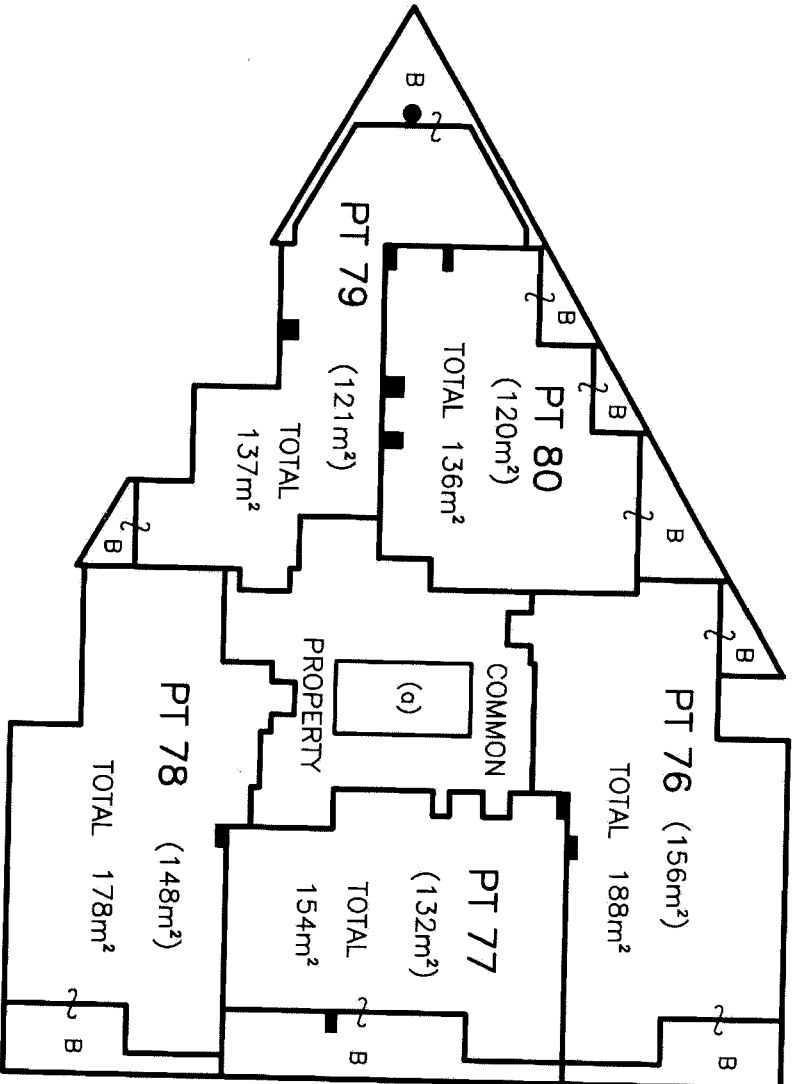
Lengths are in metres

Registered Surveyor *Tony M. Smith*

Authorised Person/Deputy/Supervisor/Registered Certifier *[Signature]*

SURVEYOR'S REFERENCE : 020411 SP

SP73528



- (a) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

Reduction Ratio 1 : 200

Lengths are in metres

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

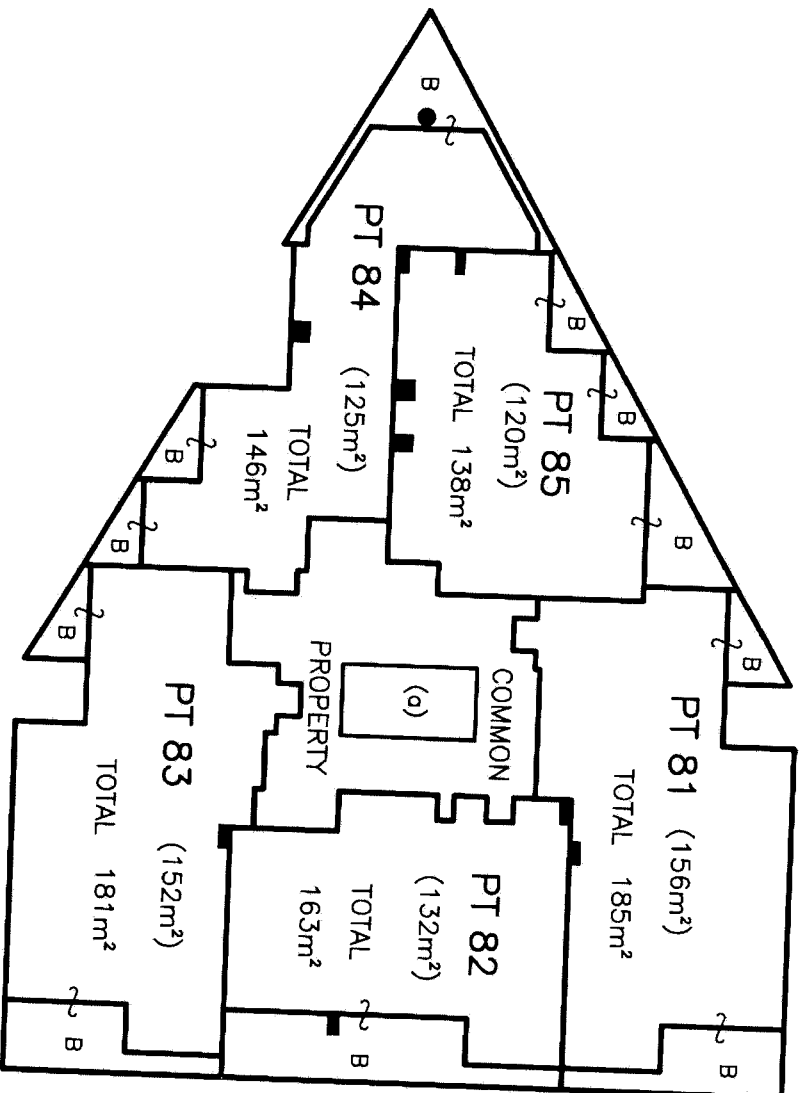
Registered Surveyor

Ray Mui

Authorised Surveyor/Registered Surveyor/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 12,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



- (a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

LEVEL 11

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

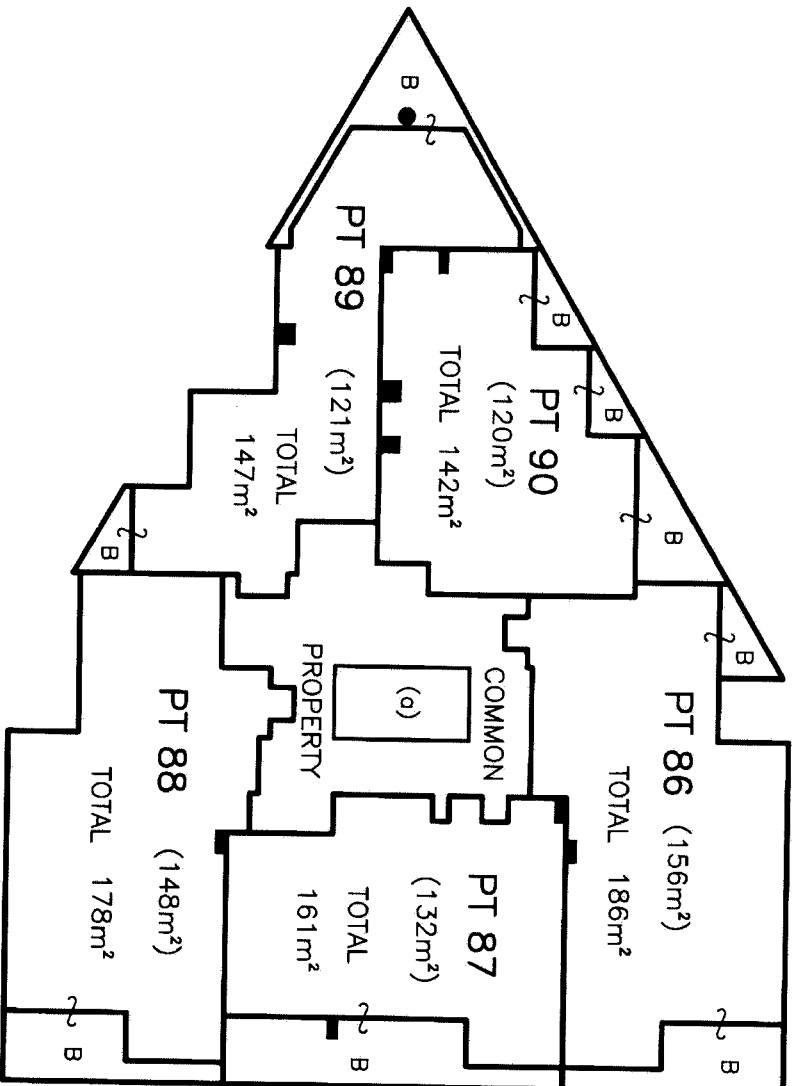
Registered Surveyor

Tony M. M. M.

Authorised Person/Registered Surveyor/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528



(o) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 12
"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

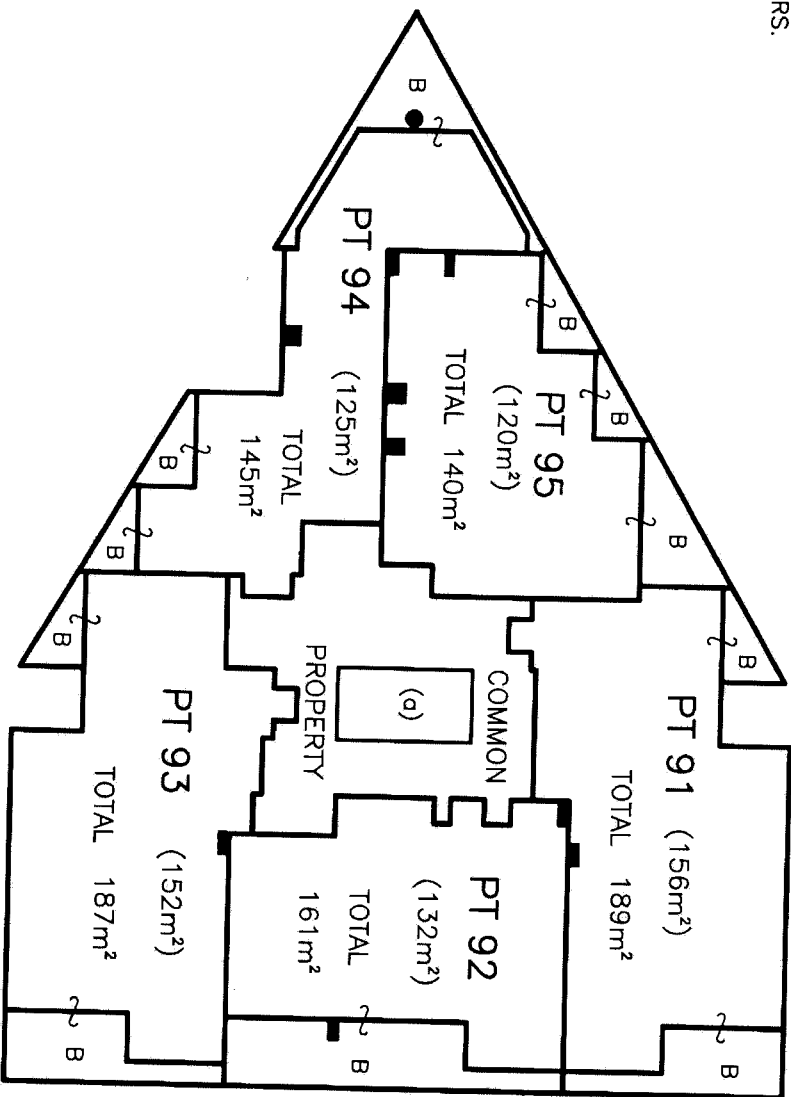
Registered Surveyor
Angela Webb

Authorised Person, Licensed Surveyor/Accredited Certifier
[Signature]

SURVEYOR'S REFERENCE : 020411 SP

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 14,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



(c) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

LEVEL 13

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

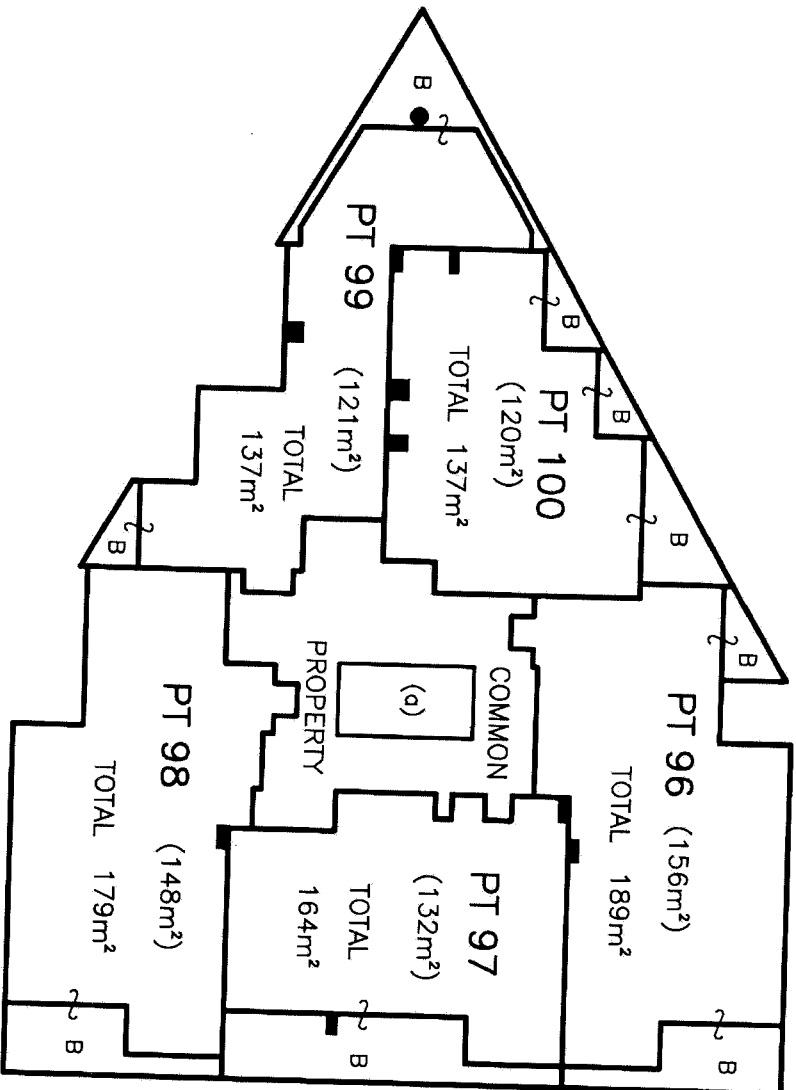
Tom M. Smith

Authorised Person/Carroll/Engineer/Approved Certifier

SURVEYOR'S REFERENCE : 020411 SP

X:\JACKSONS_LANDING\020411-DISTILLERY_HILL\LEVEL-3.DWG

SP73528



- (o) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

LEVEL 14
"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

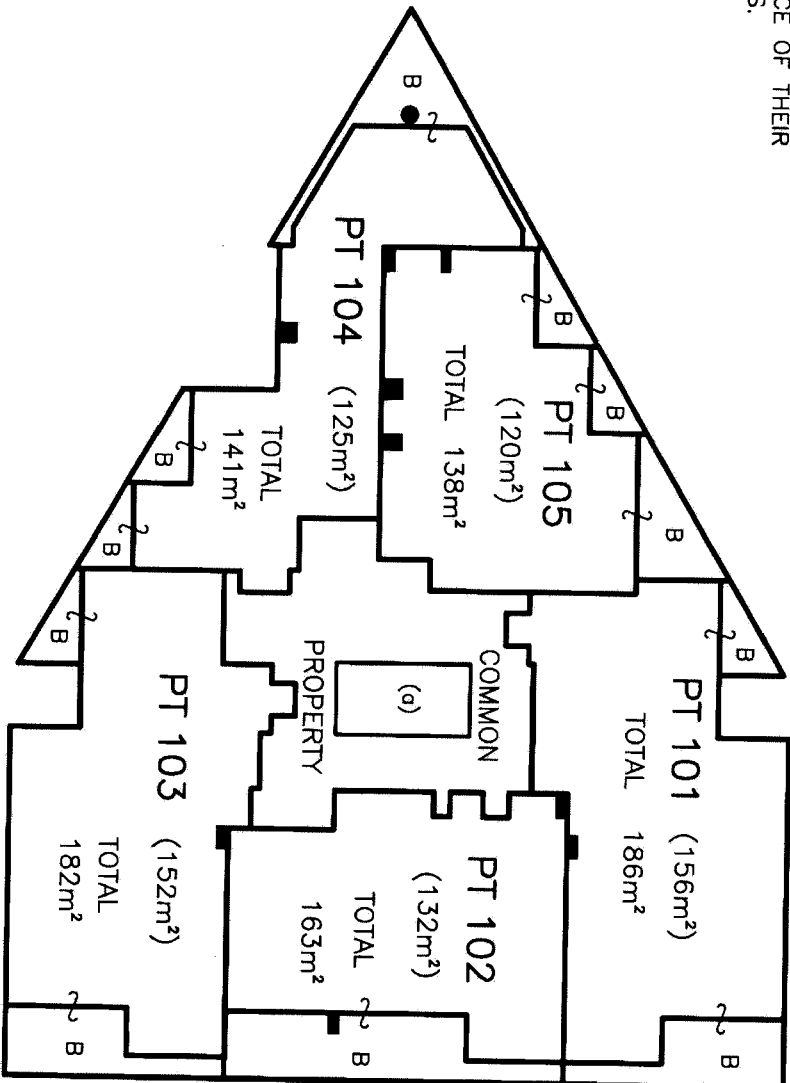
Paul M. M. M.

Authorised Surveyor/Professional Accredited Cartographer

SURVEYOR'S REFERENCE : 020411 SP

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 16,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



LEVEL 15

"THE DISTILLERY"

(o) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio, 1 : 200

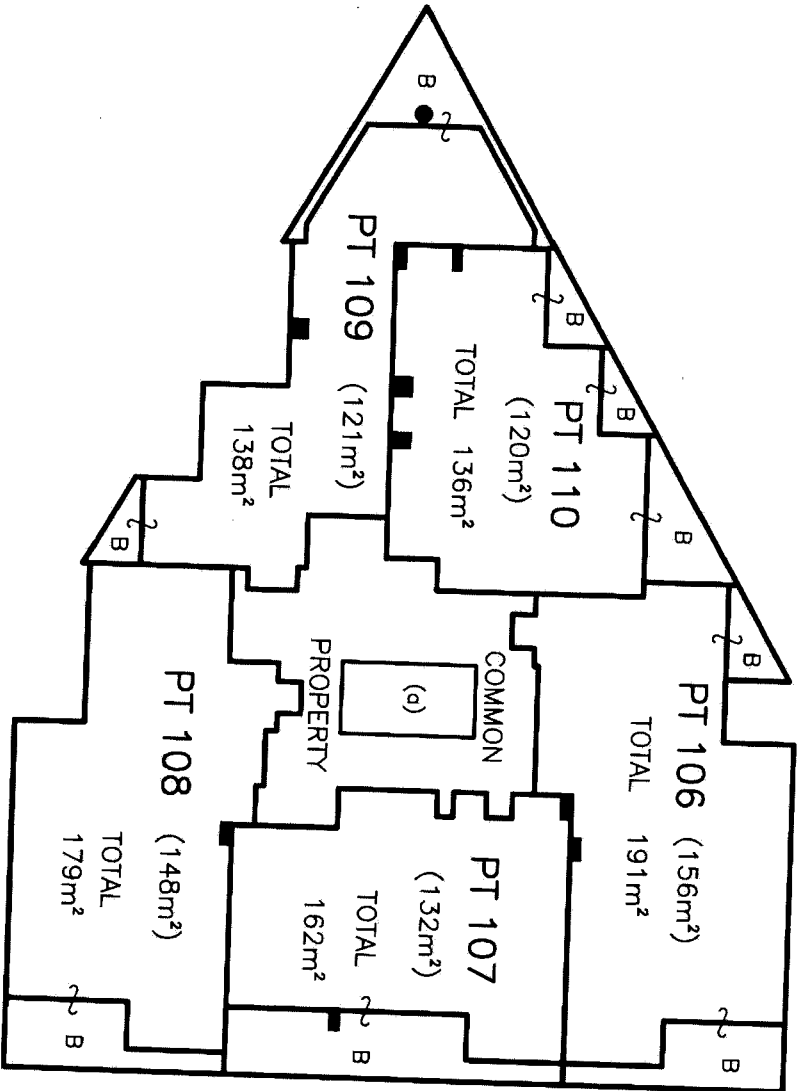
Lengths are in metres

Registered Surveyor

Authorised Practice/Qualified Professional/Registered Professional

SURVEYOR'S REFERENCE : 020411 SP

SP73528



LEVEL 16

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

- (a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

Reduction Ratio 1 : 200

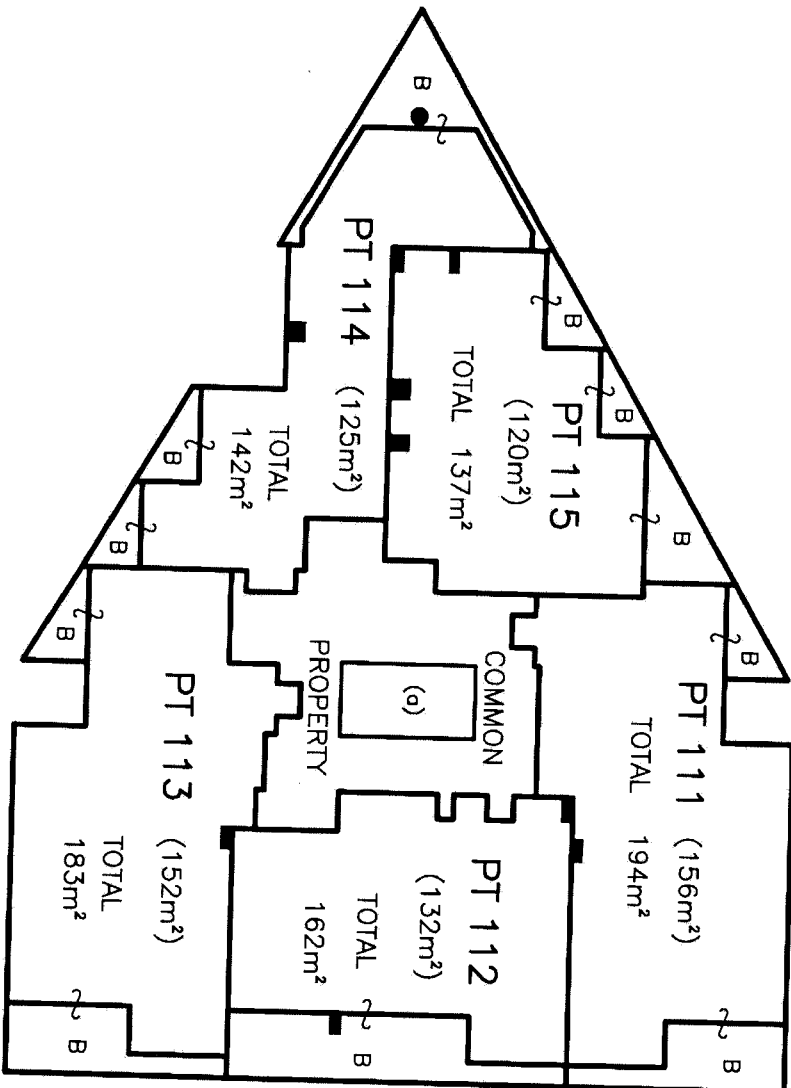
Lengths are in metres

Registered Surveyor *Tony Munn*

Authorised Person for Land Management / Accredited Cartographer

SURVEYOR'S REFERENCE : 020411 SP

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 18,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



(a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY

B - DENOTES BALCONY

LEVEL 17

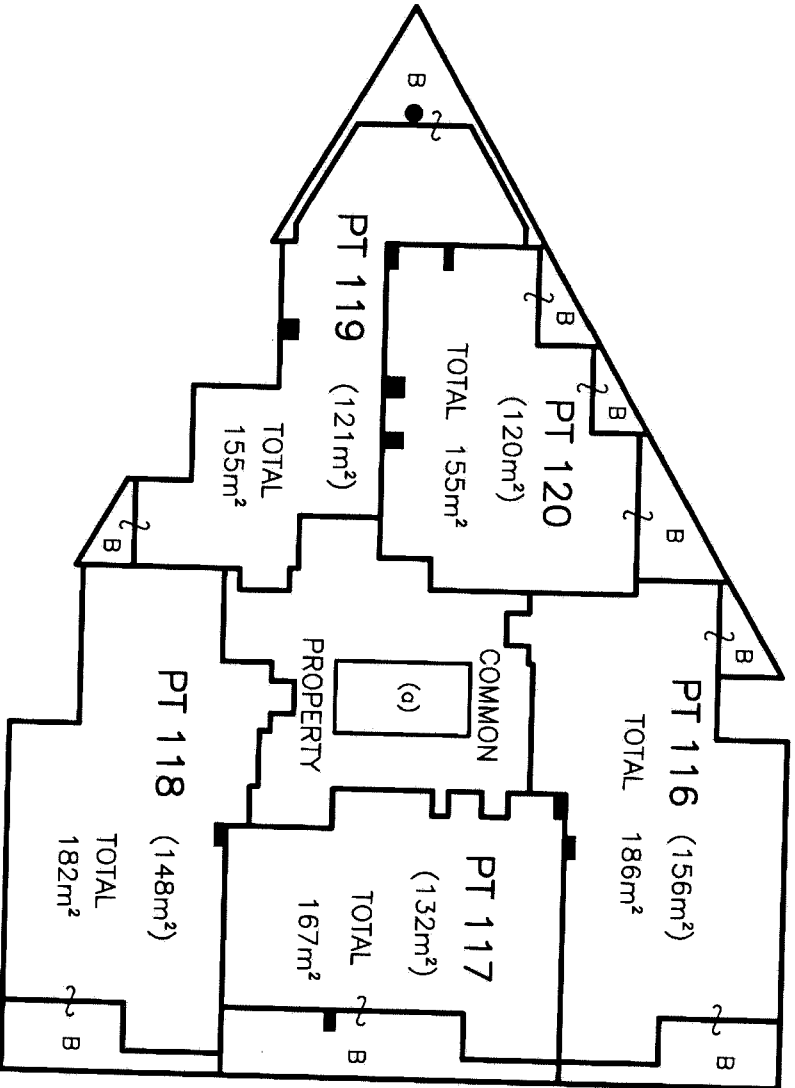
"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

SP73528



LEVEL 18

"THE DISTILLERY"

- (a) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres.

Registered Surveyor

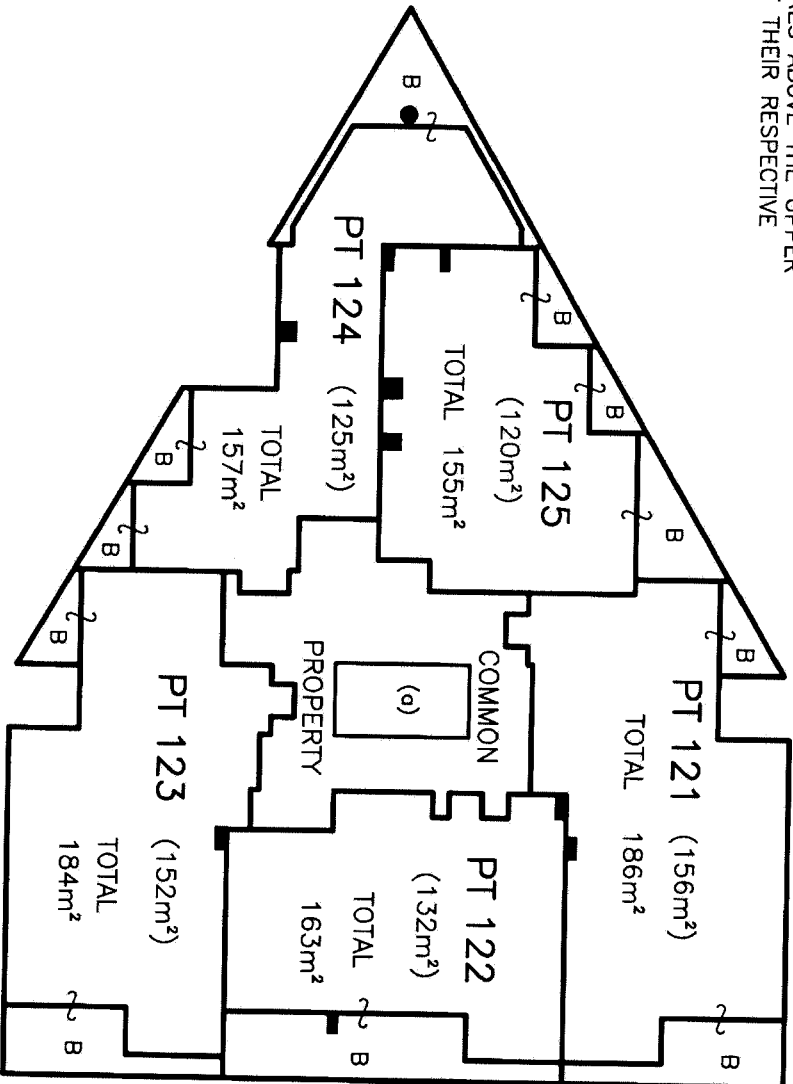
Tony Smith

Authorised Person to Sign / Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.



- (a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

LEVEL 19

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

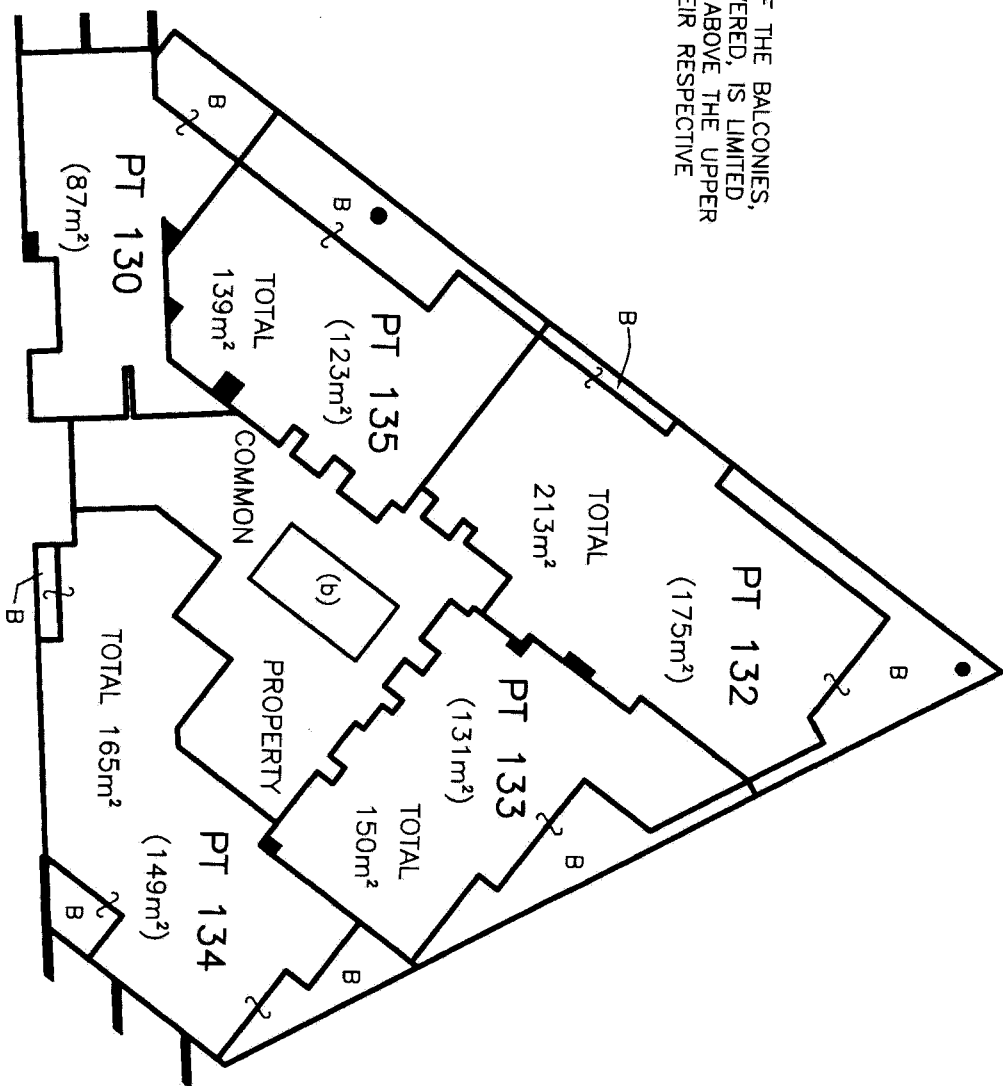
Tony M. Smith

Authorised Person/Control Manager/Accredited Certifier

[Signature]

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.



(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

LEVEL 2

"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths given in metres

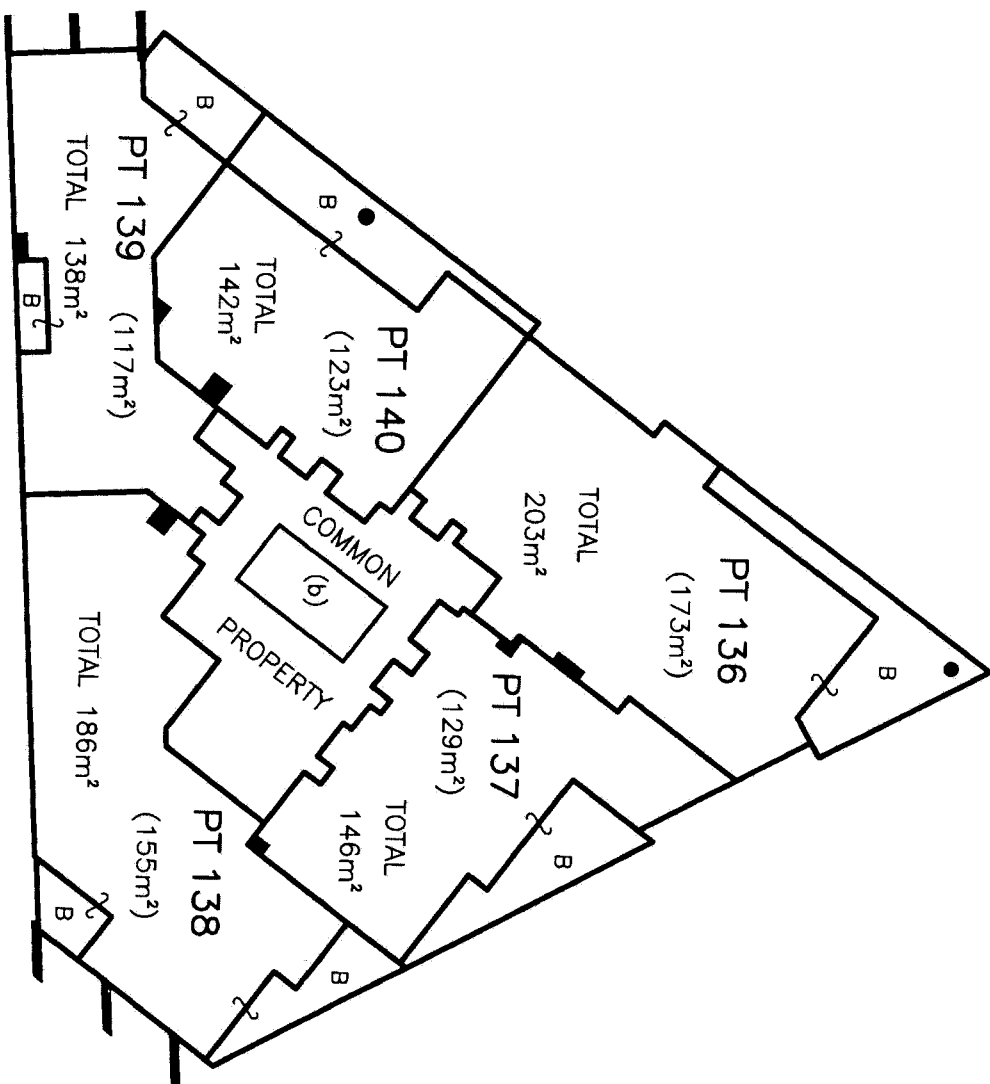
Registered Surveyor

Tony Mawb

Authorised Surveying Professional/Registered/ Accredited Certifier -

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP73528



LEVEL 3

"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

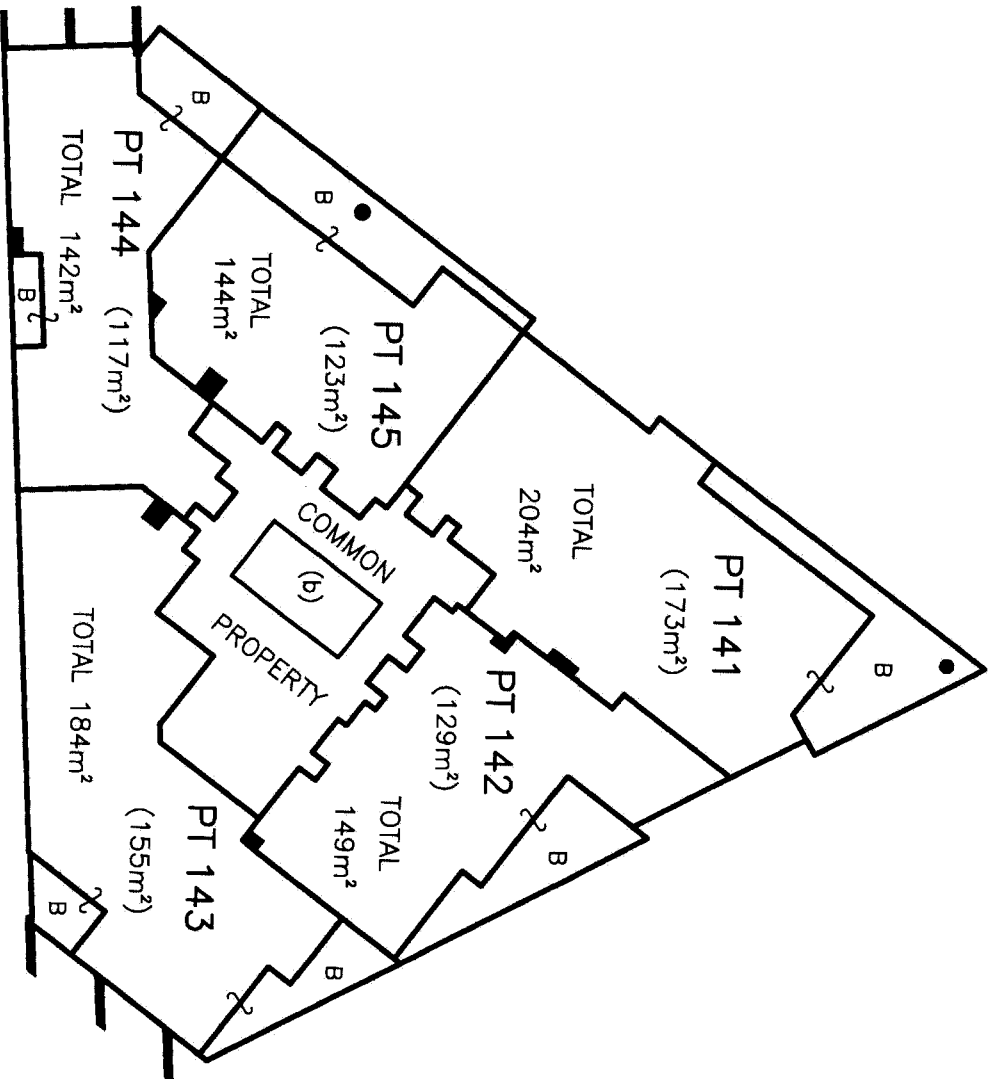
Registered Surveyor

Tommy McManus

Authorised Primary Producer/Manager/Accredited Cartiller

SURVEYOR'S REFERENCE : 020411 SP

SP73528



(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 4

"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

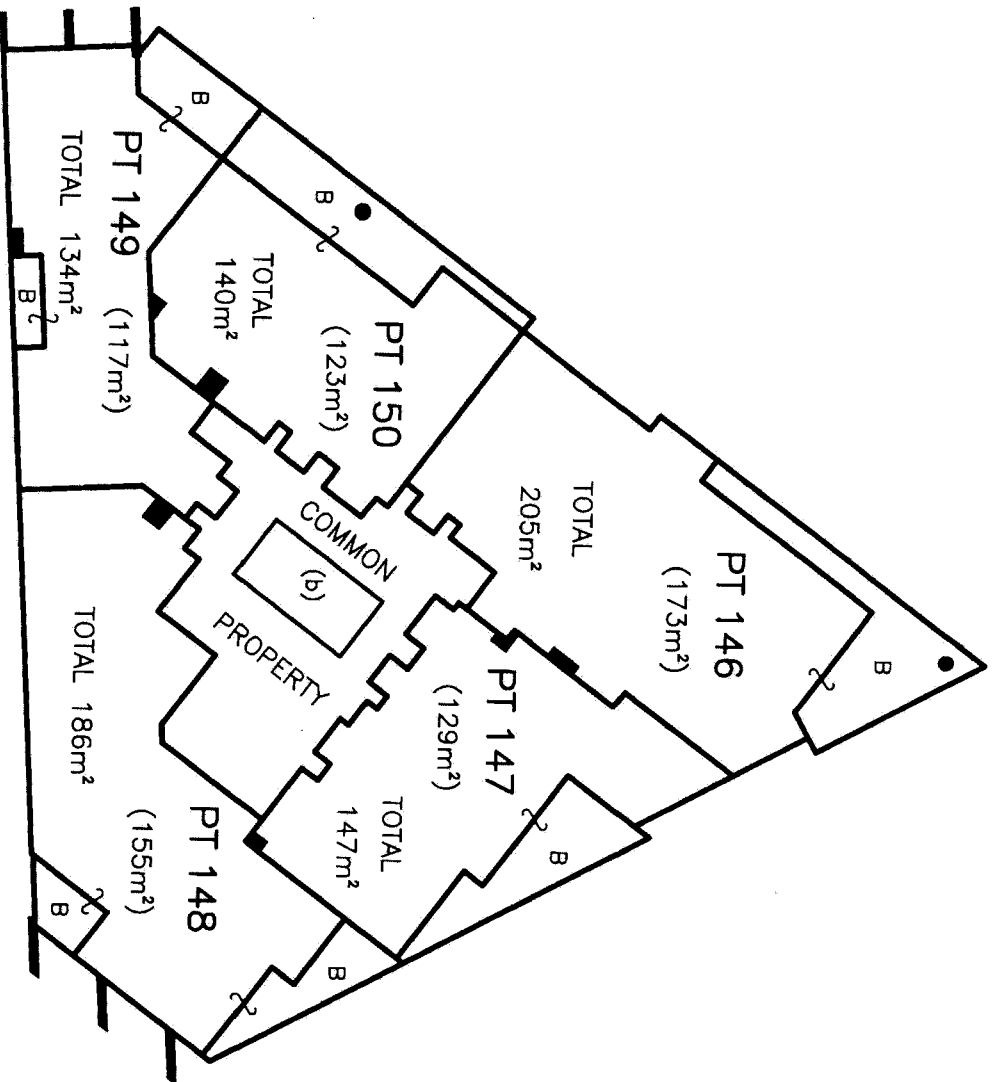
Lengths are in metres

Registered Surveyor

Raymond

Authorised Surveyor/Engineer/Accredited Certifier

SP73528



(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 5**"THE QUARRY"**

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Raymond

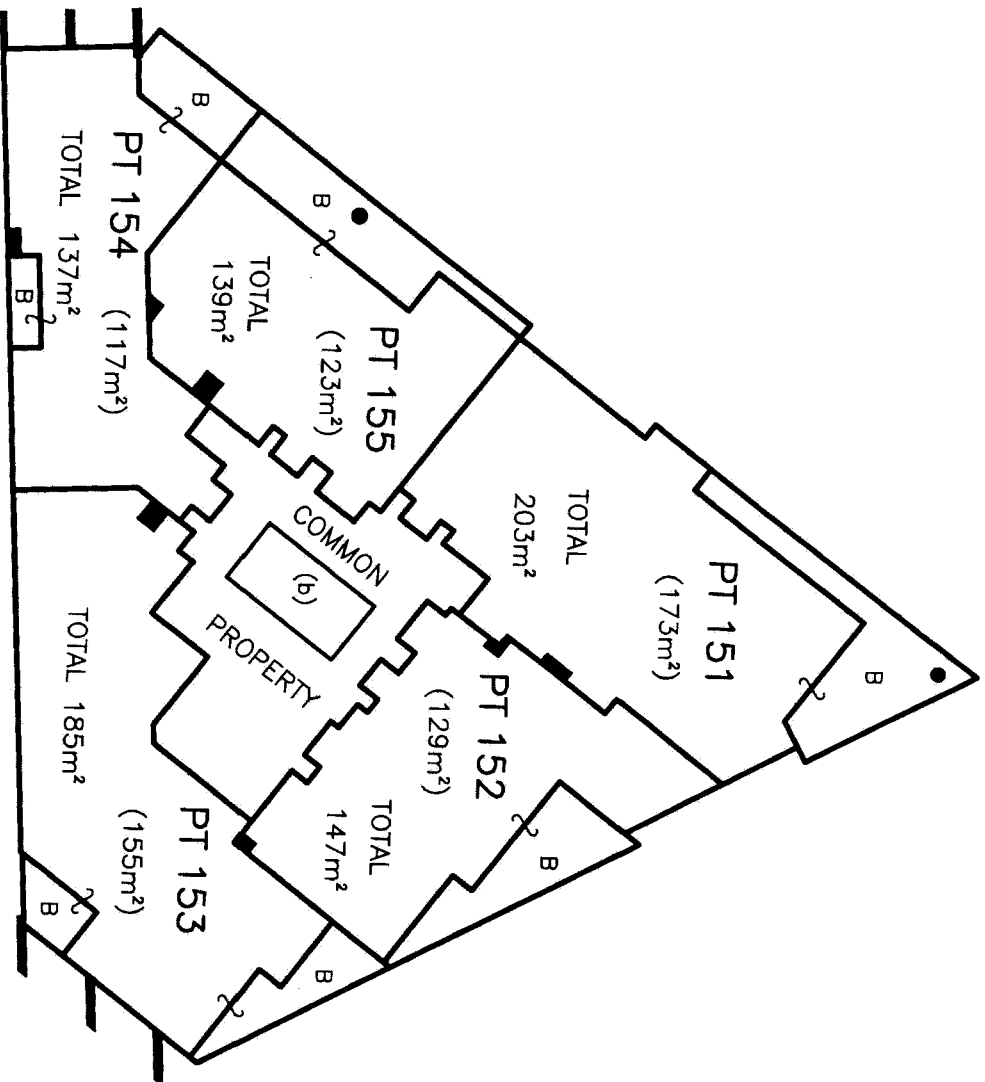
Authorised Person for Lodging/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 48 of 60 Sheets

SP73528



(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 6

"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Terry Mould

Authorised Person/Member/Manager/Accredited Cartiller

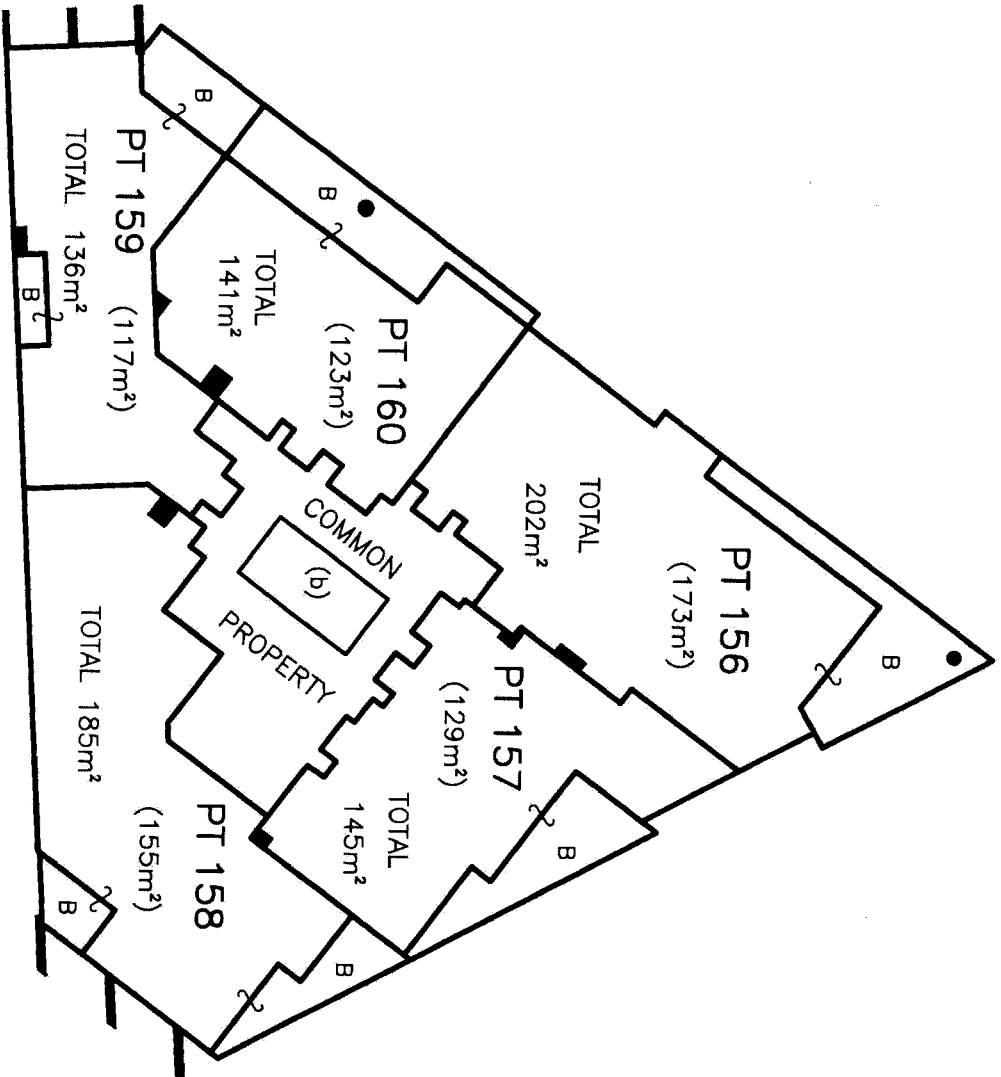
SURVEYOR'S REFERENCE : 020411 SP

SP73528

- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

LEVEL 7

"THE QUARRY"



FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

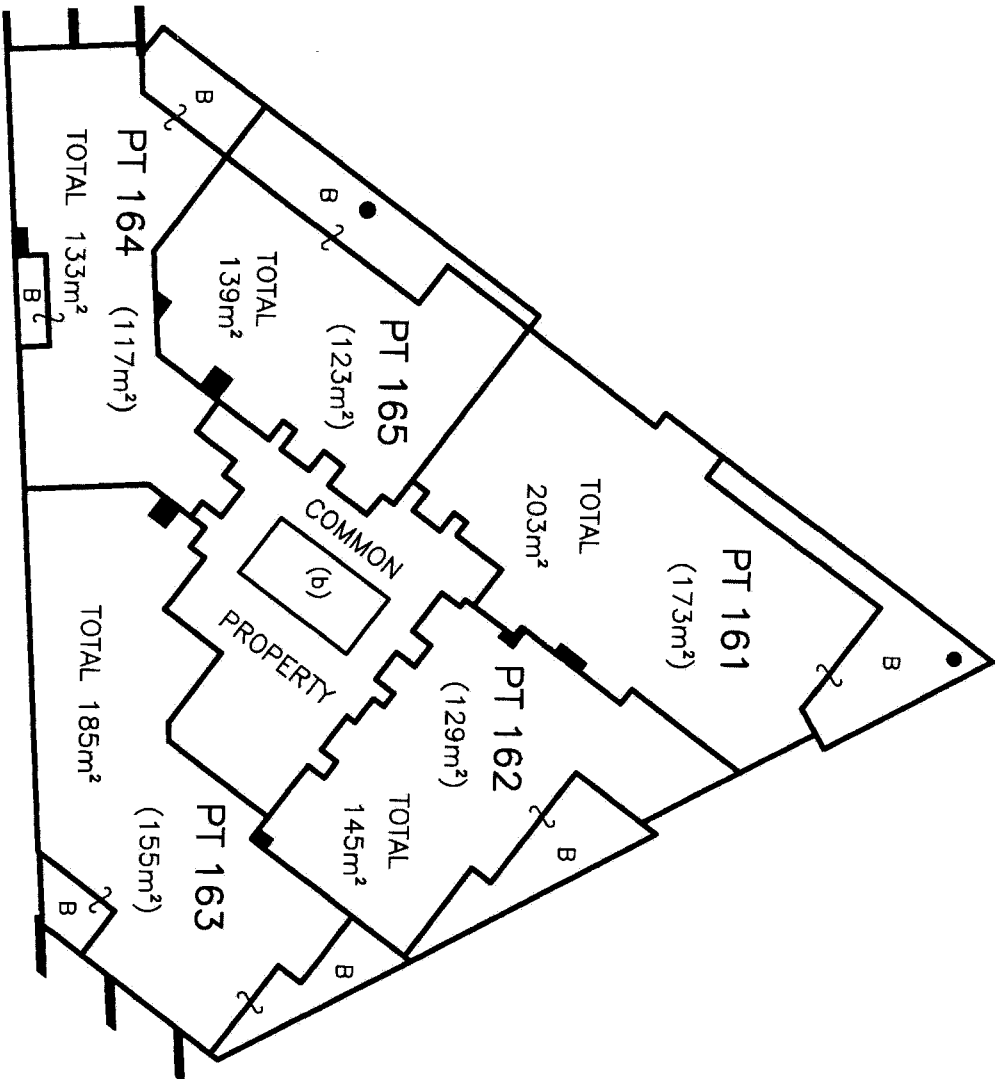
Lengths are in metres

Registered Surveyor

Authorised Person/Authorised/Registered/Registered Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528



- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 8
"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

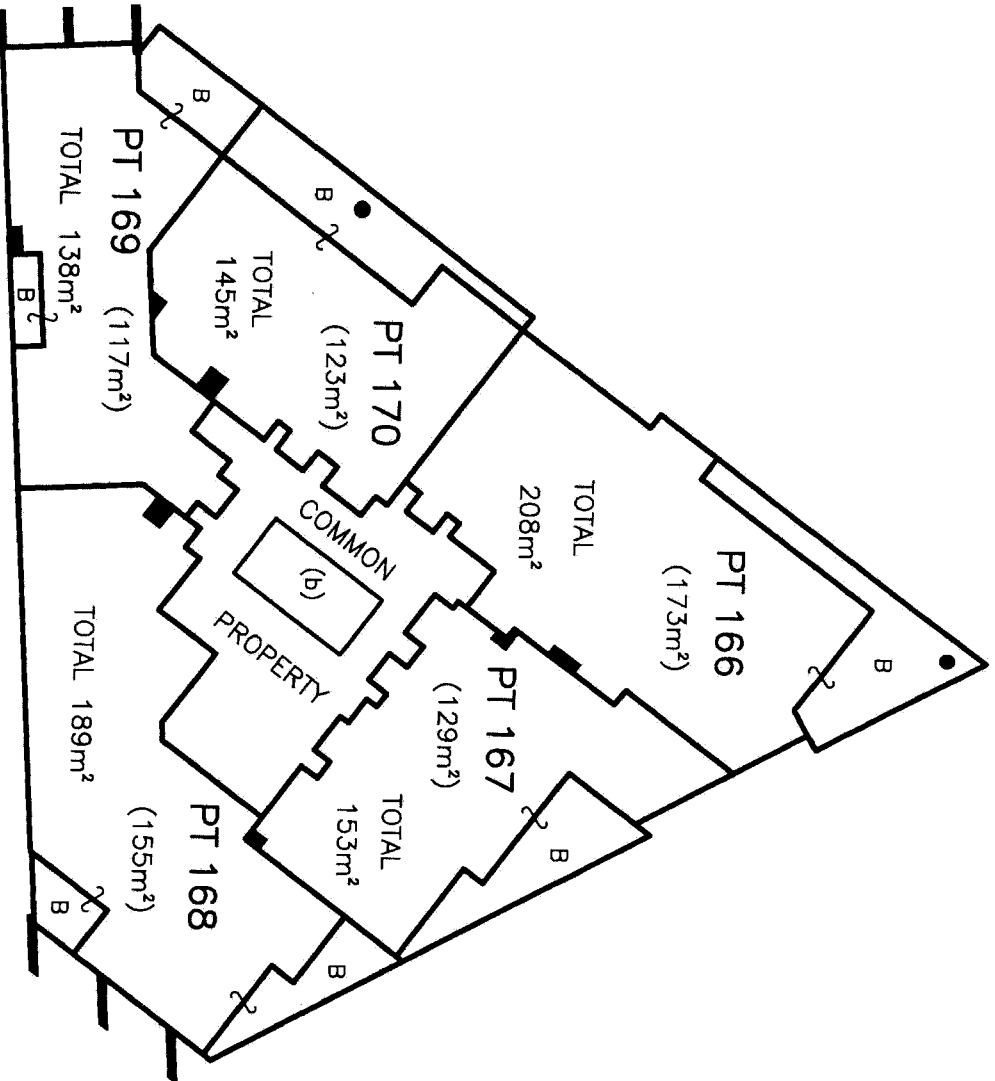
Lengths are in metres

Registered Surveyor *Tony Mander*

Authorised Building Manager/Assessed Certifier *[Signature]*

SURVEYOR'S REFERENCE : 020411 SP

SP73528



(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 9

"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

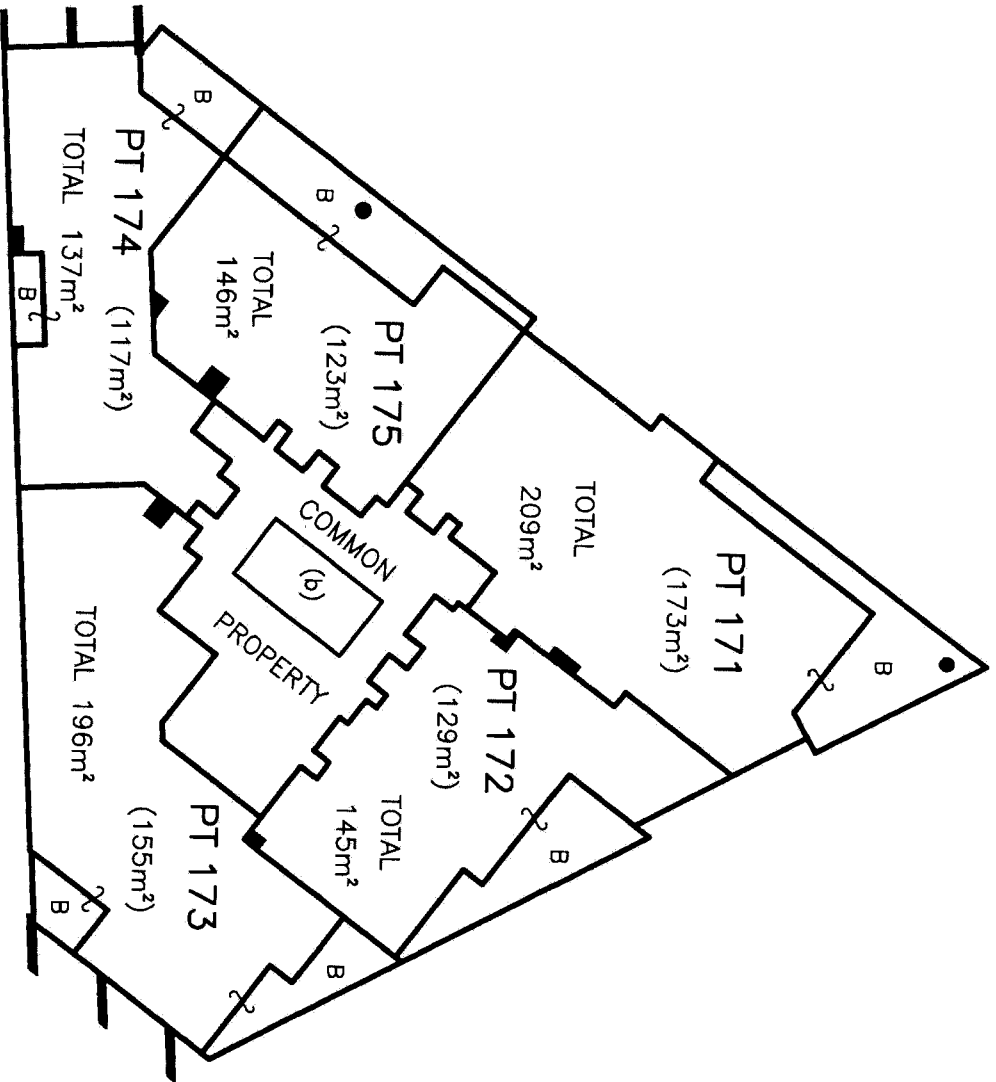
Angela Smith

Authorised Person to Sign/Endorse/Accounted Officer

SURVEYOR'S REFERENCE : 020411 SP

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP73528



- (b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

LEVEL 10
"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

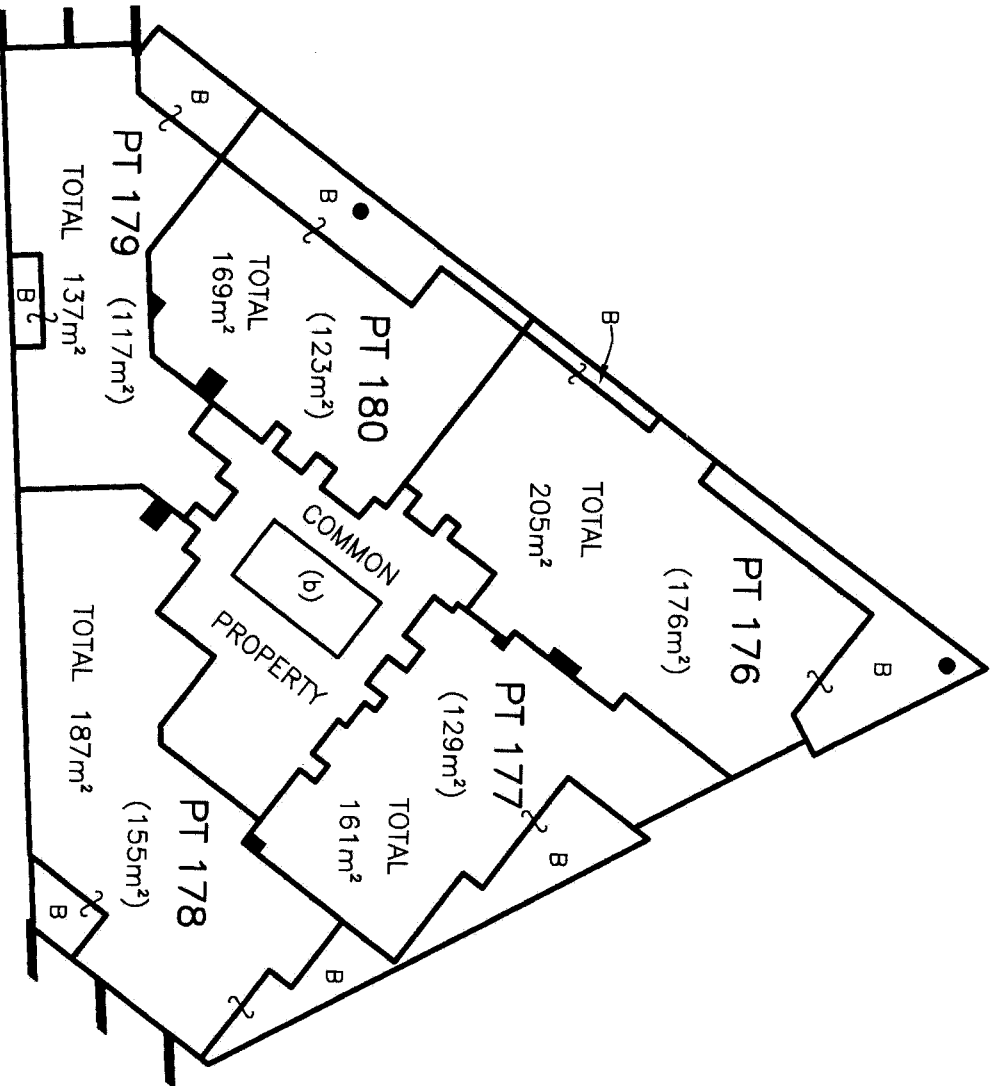
Registered Surveyor

Ray McNeill

Authorised Person (Surveyor/Valuer/Accredited Certifier)

SURVEYOR'S REFERENCE : 020411 SP

SP73528



(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 11
"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

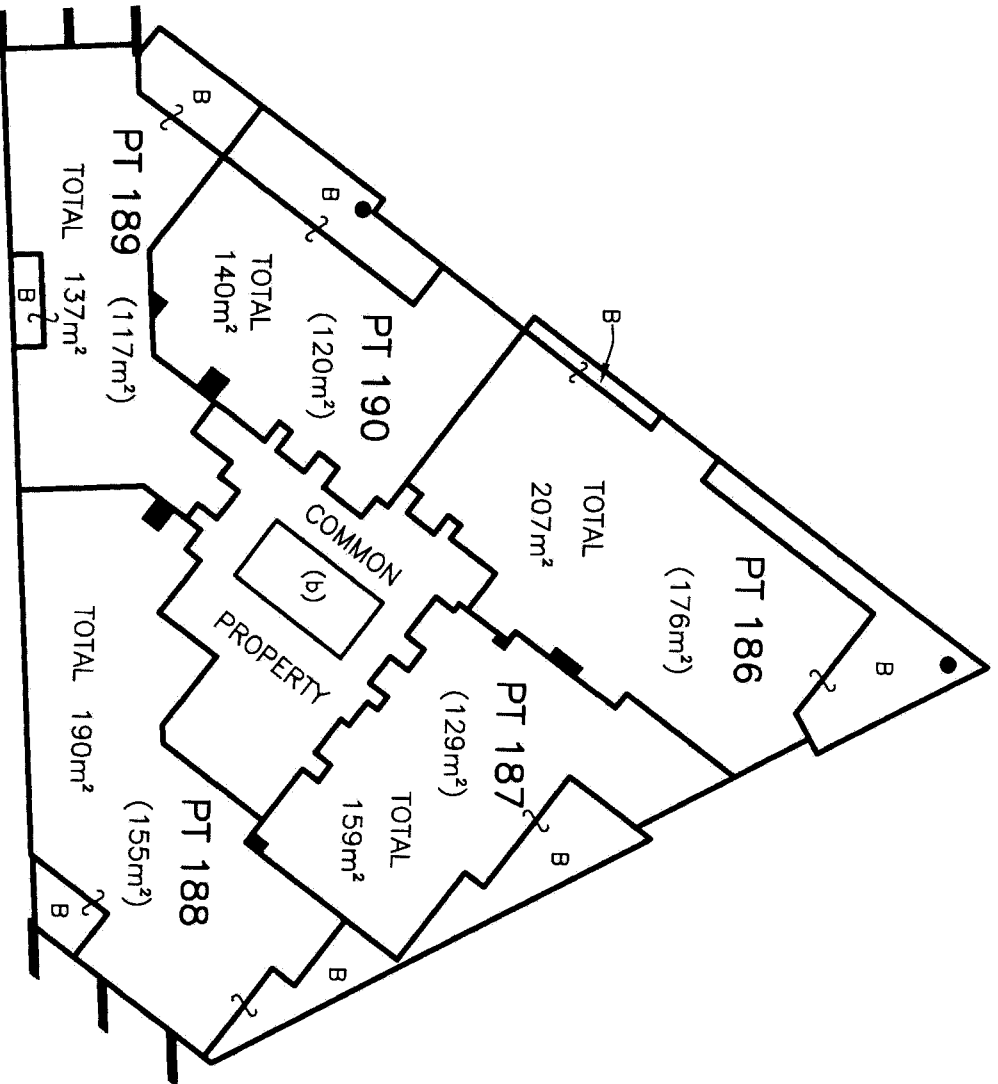
Paul Mawdsley

Authorised Person/Professional Engineer/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SUPERVISOR'S REFERENCE : 020411 SP

SP73528



FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

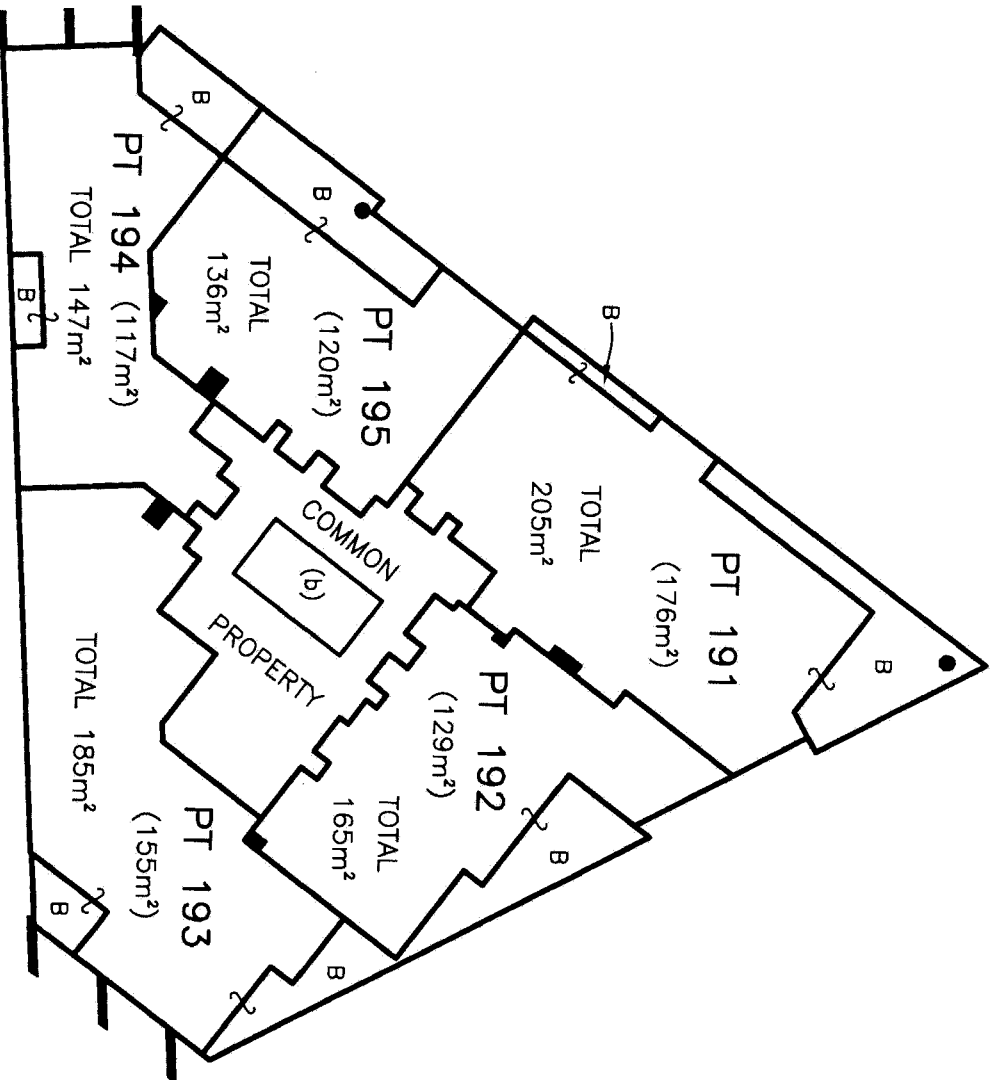
Registered Surveyor

Paul Munn

Authorised Person/Signer/Registered Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528



(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 14
"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

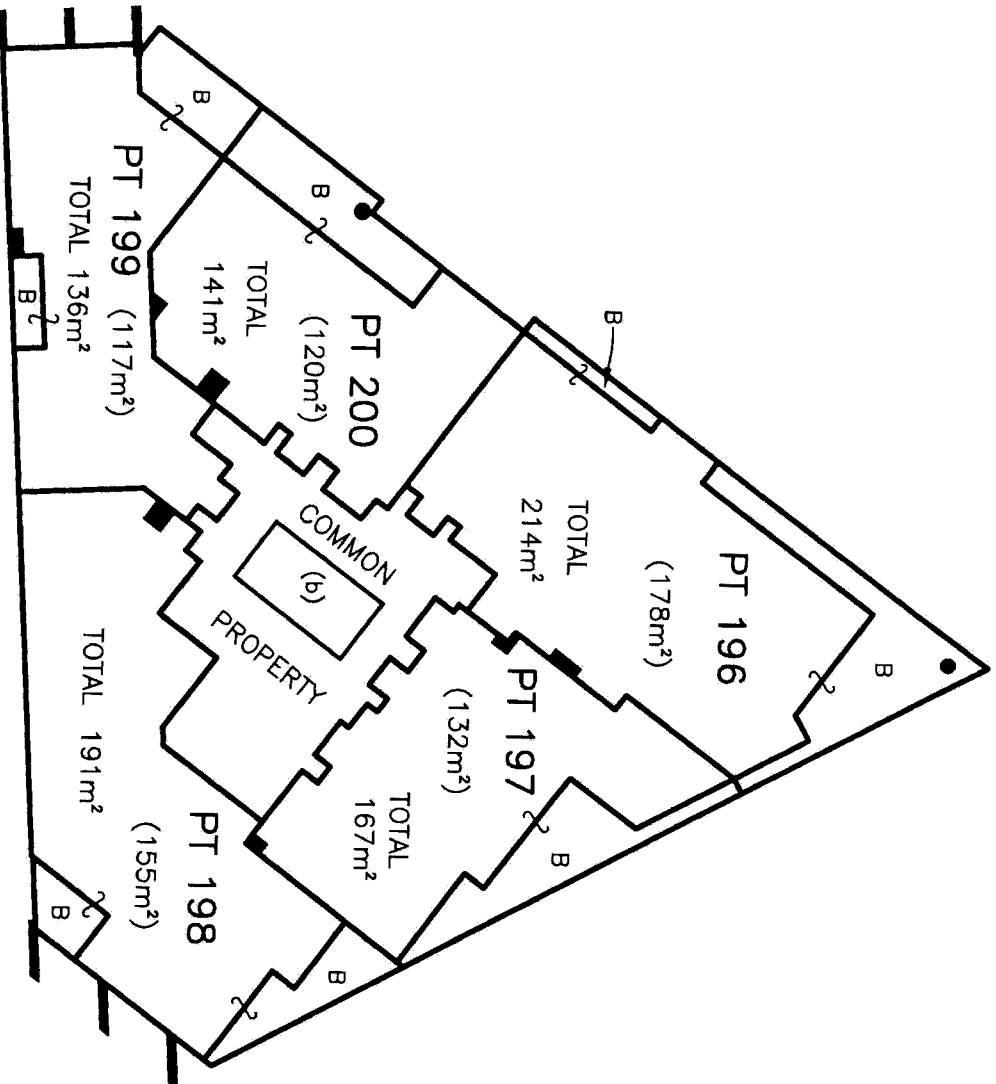
Registered Surveyor

Paul Mawdsley

Authorised Surveying Firm/Manager/Registered Cartographer

SURVEYOR'S REFERENCE : 020411 SP

SP73528



(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 15
"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

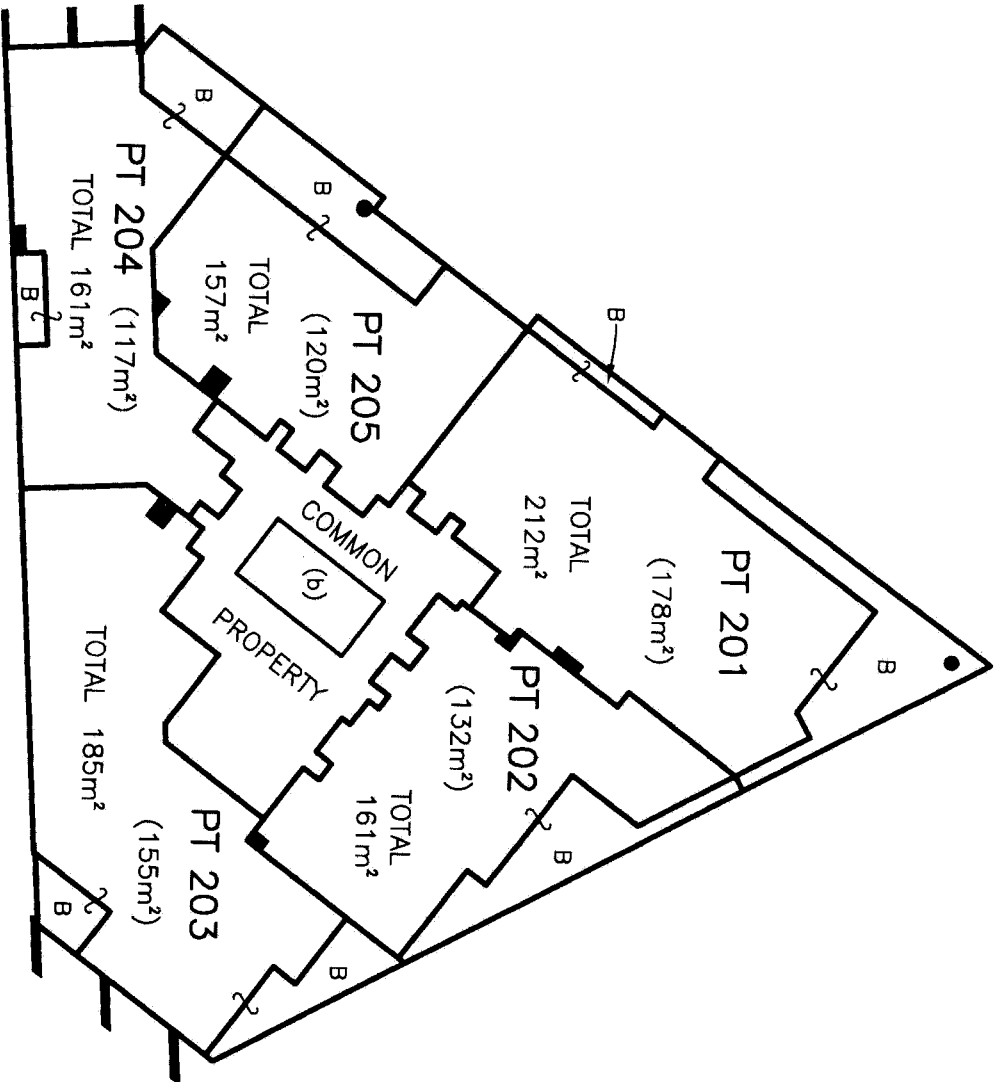
Registered Surveyor

Paul M. Smith

Authorised Person/Competent Person/Registered Identifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528



- (b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

LEVEL 16
"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

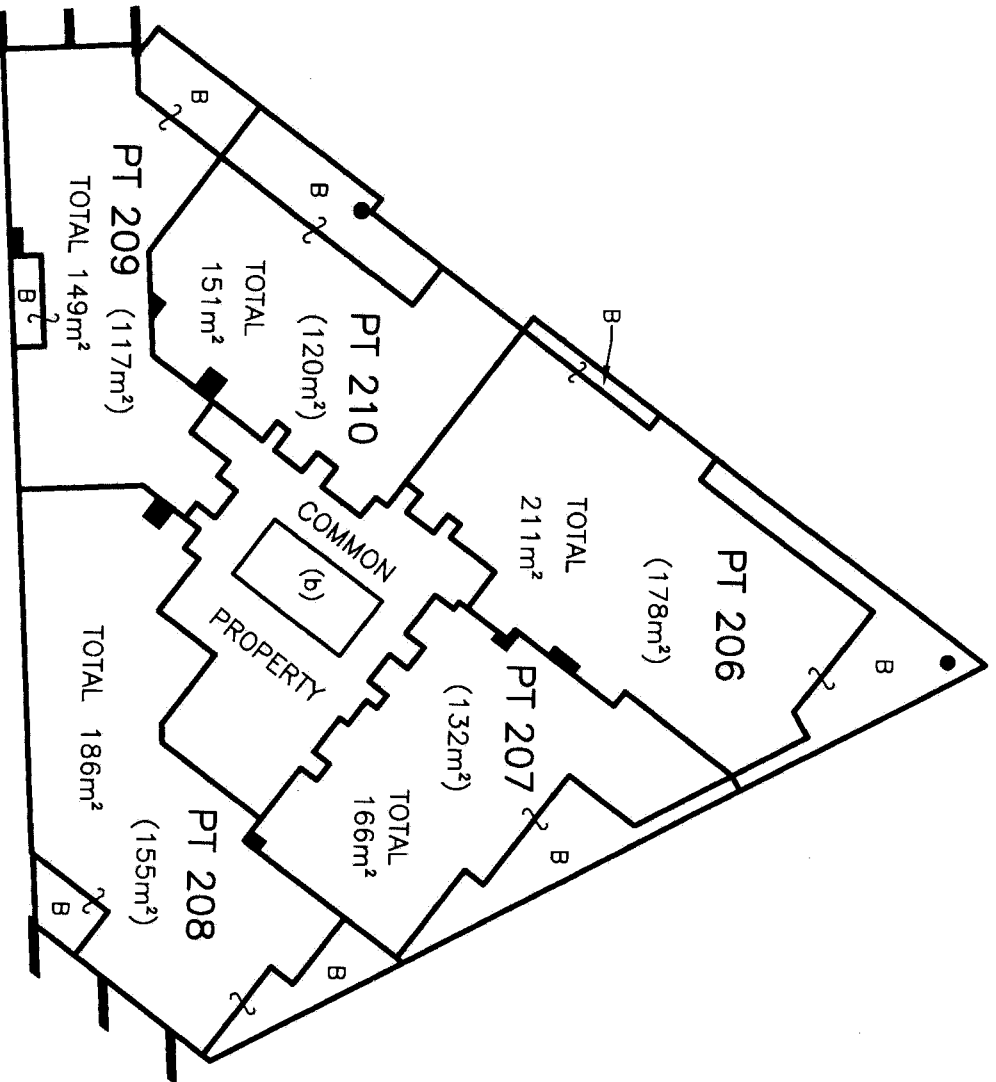
Registered Surveyor

Paul M. Smith

Authorised Person Survey Manager/ Accredited Cartographer

SURVEYOR'S REFERENCE : 020411 SP

SP73528



(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 17
"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

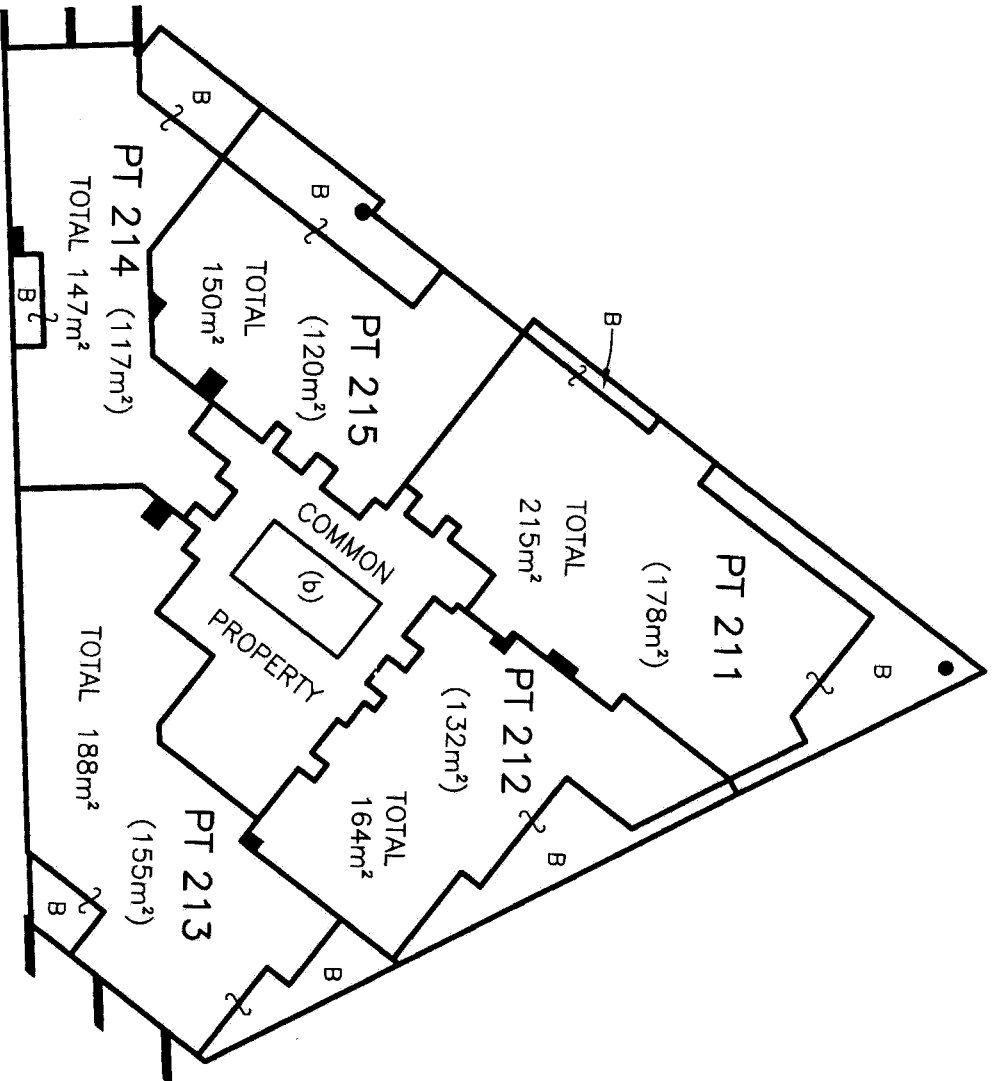
Paul Munk

Authorised Person to Sign/Endorse/Record/Carry

SURVEYOR'S REFERENCE : 020411 SP

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP73528



- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 18
"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor *Paul M. M. M.*

Authorised Person/Registrar/Manager/Accredited Confrim

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 3 sheets)

SP73528

Plan of Subdivision covered by Subdivision
Certificate
No 41 of 2004

**Full name and address of the owner of
the land:**

**Jacksons Landing Development Pty
Limited of Level 1, Harris Street, Pymont,
NSW ACN 073 932 206**

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on Use of Land	Each lot	The Council of the City of Sydney
2	Restriction on Use of Land	CP/SP73528	The Council of the City of Sydney

Part 2 (Terms)

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

- 1.1 No on-site car parking space or storage space may be used by persons who are not occupants or tenants of the strata scheme.

**Name of person empowered to release, vary or modify Restriction on Use
firstly referred to in the plan.**

The Council of the City of Sydney


Council Authorised Person

(Sheet 2 of 3 sheets)

SP73528

Plan of Subdivision covered by Subdivision
Certificate

No 41 of 2004

**Full name and address of the owner of
the land:**

**Jacksons Landing Development Pty
Limited** of Level 1, Harris Street, NSW
ACN 073 932 206

**2. Terms of easement, profit à prendre, restriction or positive covenant
numbered 2 in the plan.**

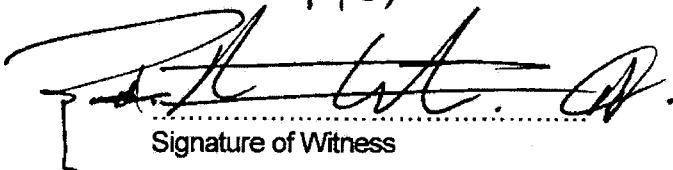
- 2.1 No part of the lot burdened, except for the visitor car parking spaces and the service vehicle spaces, are to be used for the parking or storage of vehicles or boats.
- 2.2 Visitor car spaces are to be used only by visitors to the Strata Scheme and the service vehicle spaces are only to be used for service and loading activities.

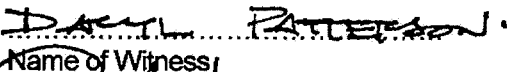
**Name of person empowered to release, vary or modify Restriction on Use
secondly referred to in the plan.**

The Council of the City of Sydney

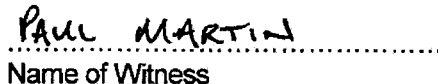
Executed by Jacksons Landing
Development Pty Limited by its Attorneys
under a Power of Attorney dated
registered Book No. 564 in the presence
of: 4435

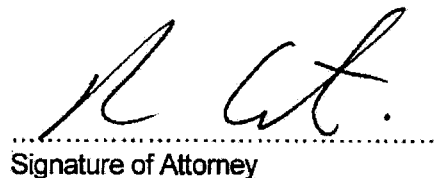
ACN 073 932 206


Signature of Witness


Name of Witness

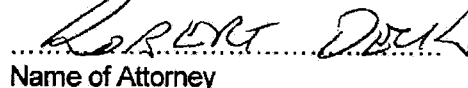

Signature of Witness


Name of Witness


Signature of Attorney


Name of Attorney


Signature of Attorney


Name of Attorney


Council Authorised Person

(Sheet 3 of 3 sheets)

SP73528

Plan of Subdivision covered by Subdivision
Certificate
No 41 of 2004

**Full name and address of the owner of
the land:**

**Jacksons Landing Development Pty
Limited** of Level 1, Harris Street, NSW
ACN 073 932 206

Executed by TOWER Trust (NSW) Limited by)
its duly constituted Attorneys)
and)
Power of Attorney No 941 Book 4365 dated)
22.4.03)
)

.....
Signature of Witness

.....
Name of Witness

.....
Signature of Witness

.....
Name of Witness

.....
Signature of Attorney

.....
Name of Attorney YOLANDA MATHS, SENIOR ADMINISTRATOR
TT (NSW) LTD

.....
Signature of Attorney

.....
Name of Attorney JEAN DA SILVA NSW REGIONAL MANAGER
CORPORATE TRUST
TT (NSW) LTD



.....
Council Authorised Person

Approved Form 27

By-Laws

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

Please list the number and details of all by-laws intended to be created

See Annexure "A"

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+ The consent of the Council to the abovementioned by-laws is *optional*

* Strike out whichever is inapplicable

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Annexure "A"

1. Definitions and Interpretation

1.1 In these by-laws these terms (in any form) mean:

"Act" the Strata Schemes Management Act 1996;

"Air Conditioning Plant A" means the air conditioning plant and equipment and any conduits and ducting in the Common Property connected to the air conditioning plant and equipment servicing the Distillery;

"Air Conditioning Plant B" means the air conditioning plant and equipment and any conduits and ducting in the Common Property connected to the air conditioning plant and equipment servicing the Quarry;

"Architectural Standards" the meaning given to that term in the Community Management Statement;

"Bicycle Storage Facilities" the bicycle storage facilities located on the Common Property within the Building;

"Building" the building constructed on the Parcel;

"Car Wash Bays" those areas of Common Property designated by the Owners Corporation from time to time as car wash bays;

"Commercial Lot" Lot 30;

"Common Property" so much of the Parcel as from time to time is not comprised in any Lot;

"Community Association" is Community Association DP 270215;

"Community Management Statement" the community management statement registered with the Community Plan;

"Community Parcel" the land the subject of the Community Scheme;

"Community Plan" deposited plan 270215;

"Community Property" the meaning given to that term in the Community Management Statement;

"Community Scheme" the community scheme constituted on registration of the Community Plan;

"Community Titles Legislation" the Community Land Development Act 1989 and the Community Land Management Act 1989;

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"Council" means City of Sydney Council;

"Developer" the meaning given to that term in the Community Management Statement;

"Development Activities" the meaning given to that term in the Community Management Statement;

"Development Consent" consent no.126-05-02 and 230-7-2002;

"Distillery" the building described as such in the location plan forming part of the Strata Plan;

"Distillery Occupiers" the Occupiers of Lots 31 to 125 (inclusive);

"Distillery Owners" the Owners of Lots 31 to 125 (inclusive);

"Exclusive Use Area " means the area containing a grease arrestor and related pipes marked "d" on the Strata Plan;

"Gymnasium and Swimming Pool Area" the Gymnasium and Swimming Pool;

"Gymnasium" the gymnasium constructed on Common Property;

"Height Indicators" markings located 500mm below fire sprinklers as required by Australian Standards;

"Jones St Owners" the Owners of Lots 1-12 (inclusive);

"Landscaped Area" the landscaped areas of Common Property on the podium level of the Building;

"Landscape Standards" the meaning given to that term in the Community Management Statement;

"Lift A" the lifts servicing the Distillery and marked "a" on the Strata Plan;

"Lift B" the lifts servicing the Quarry and marked "b" on the Strata Plan;

"Lot" a lot (as defined in the Act) in the Strata Plan;

"Manager" the manager appointed under the agreement disclosed in by-law 13;

"Non Resident Owner" an Owner who does not principally reside in the Building;

"Occupier" any person in lawful occupation of a Lot;

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"Owner":

- (a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in fee simple in that Lot; or
- (b) a person whose name has been entered on the strata roll as an Owner of a Lot in accordance with s 98 of the Act;

"Owners Corporation" the owners corporation for the Strata Scheme;

"Parcel" the land comprised in the Strata Plan;

"Permitted Person" a person on the Parcel with the express or implied consent of the Owners Corporation or an Owner or Occupier;

"Quarry" the building described as such in the location plan forming part of the Strata Plan;

"Quarry Occupiers" the Occupiers of Lots 127 to 215 (inclusive);

"Quarry Owners" the Owners of Lots 127 to 215 (inclusive);

"Refinery Owners" the Owners of Lots 13-29 (inclusive);

"Residential Development" the use of land for any form of housing, other than housing leased on a short-term basis subject to the Residential Tenancies Act 1987, but does not include the use of land for a hotel, a hostel, an apartment hotel (being a building consisting of suites of rooms rented or hired out without being leased on a short-term basis), a boutique hotel, serviced apartments, backpacker accommodation, a motel or the like as defined in Sydney Regional Environmental Plan No. 26 - City West;

"Residential Lot" a Lot approved for Residential Development being the Lots except for the Retail Lot and the Commercial Lot;

"Retail Lot" lot 126 in the Strata Scheme;

"Security Key" the meaning given to that term in the Community Management Statement;

"Storeroom" the room within the Common Property marked "c" on the Strata Plan;

"Strata Plan" the strata plan registered with these by-laws;

"Strata Scheme" the strata scheme constituted on registration of the Strata Plan;

"Swimming Pool" the swimming pool constructed on Common Property;

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"Vehicle" the meaning given to that term in the Community Management Statement; and

"Visitor Car Parking" those areas of Common Property designated from time to time by the Owners Corporation as car spaces for parking of Vehicles by visitors to the Strata Scheme.

Interpretation

- 1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- 1.3 In these by-laws unless the contrary intention appears a reference to:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes all other genders;
 - (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
 - (d) this instrument includes any variation or replacement of it.
- 1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- 1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- 1.6 The word "includes" in any form is not a word of limitation.

Owners Corporation

- 1.7 A person must make an application for the consent of the Owners Corporation under these by-laws in writing.
- 1.8 Subject to an express provision in these by-laws the Owners Corporation may in its absolute discretion:
 - (a) give approval conditionally or unconditionally; or
 - (b) withhold it's approval.
- 1.9 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of approval.
- 1.10 Subject to an express provision in these by-laws or any provision of the Act, approvals by the Owners Corporation under these by-laws may be given by:
 - (a) the Owners Corporation at a general meeting; or

- (b) the executive committee of the Owners Corporation at an executive committee meeting.

1.11 The Owners Corporation must give any approval required under these by-laws in writing.

Mixed use Scheme

1.12 The Owners Corporation must:

- (a) at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme as a mixed use scheme comprising Residential Lots, the Retail Lot and the Commercial Lot;
- (b) not do or permit anything to be done that may unfairly inhibit or prejudice the proper management and operation of any lawful retail business or other business use in the Retail Lot and the Commercial Lot; and
- (c) ensure that any rules or changes to rules or these by-laws are consistent with the nature of the Building as a mixed use building.

Non-compliance

1.13 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

- (a) the Owners Corporation may enforce a by-law by legal means;
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
- (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (A) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (B) pay the Owners Corporation for its costs of doing the work;
- (d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
- (e) the powers of the Owners Corporation under this by law are in addition to those available to it under the Act.

2. Common Property

Damage to Lawns and Plants

2.1 Except with the prior written approval of the Owners Corporation, an Owner or Occupier must not:

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- (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.

Damage to Buildings

- 2.2 Except with the prior written approval of the Owners Corporation, an Owner or Occupier 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.
- 2.3 An approval given by the Owners Corporation under by-law 2.2 cannot authorise any additions to the Common Property.

Damage to Common Property

- 2.4 An Owner or Occupier must compensate the Owners Corporation for any damage caused to the Common Property while that Owner or Occupier uses the Common Property.

Depositing Rubbish and Other Material

- 2.5 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

3. Cleaning

Windows and Doors

- 3.1 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
 - (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

- 3.2 An Owner or Occupier must keep all internal gardens and balconies clean, tidy and well maintained.
- 3.3 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:
 - (a) properly maintain the soil in the planter boxes; and

- (b) when watering the plants or soil ensure that water does not go on to Common Property or another Lot.

4. Moving Furniture and Other Objects On or Through Buildings

Notice

- 4.1 An Owner or Occupier must not transport any furniture or large objects through or on Common Property unless sufficient notice has first been given to the Owners Corporation so as to enable the Owners Corporation to arrange for its nominee to be present at the time when the Owner or Occupier does so.
- 4.2 An Owner must reimburse the Owners Corporation for any costs incurred under by-law 4.1.

Owners Corporation may resolve

- 4.3 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

Resolution

- 4.4 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that resolution.

5. Floor Coverings

Transmission standards

- 5.1 An Owner must ensure that all floor space within the Lot is sufficiently covered or otherwise treated to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- 5.2 Without limiting the requirements of this by-law, if an Owner is utilising a floor finish within an Owner's Lot other than carpet the minimum sound transmission standard to be achieved for any such floor finish must be the standard prescribed, at the time of installation, by the Building Code of Australia or Council of the City of Sydney, whichever is the higher standard.
- 5.3 An Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of a floor finish other than carpet to demonstrate compliance with this by-law, if requested to do so by the Owners Corporation.
- 5.4 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

6. Bicycle Storage Facilities and Storage Cages

Storage of Bicycles

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6.1 An Owner or Occupier must not:

- (a) permit any bicycle to be stored in the Common Property; and
- (b) permit any bicycle to be brought into any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time.

Storage Cages

6.2 An Owner or Occupier must not store items in storage cages above the Height Indicators.

7. Garbage Disposal

7.1 This by-law is subject to the provisions of the Community Management Statement.

7.2 Distillery Owners, Distillery Occupiers, Quarry Owners and Quarry Occupiers must place garbage and waste in a garbage chute in a garbage room located on the floor of that person's Lot

7.3 Subject to by-law 7.6, an Owner or Occupier of the Retail Lot can use the garbage room located in the Distillery.

7.4 Refinery Owners, Refinery Occupiers, Jones St Owners and Jones St Occupiers must place garbage and waste in the garbage room which has been allocated for use by that Owner or Occupier.

7.5 An Owner or Occupier must not put:

- (a) bottles, glass or liquids in a garbage chute; or
- (b) large items in a garbage chute that might cause a blockage.

7.6 The Strata Scheme has shared receptacles for garbage, recyclable material or waste and an Owner or Occupier:

- (a) must ensure that before refuse, recyclable material or waste are placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

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- (b) must promptly remove any thing which the Owner or Occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area of the spillage.

Putrescible Matter

- 7.7 The garbage area in the Common Property must not be used to store any wet refuse or food or food waste or other putrescible matter of the Retail Lot which is required to be refrigerated by any health regulations.

8. Change in Use of Lot to be Notified

- 8.1 An Occupier must notify the Owners Corporation if the Occupier changes 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).
- 8.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.
- 8.3 By-law 25 applies to Residential Lots.

9. Provision of Amenities or Services

Agreements in relation to provision of amenities or services

- 9.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers including:
 - (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply;
 - (d) telecommunication services; and
 - (e) security services.
- 9.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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Acknowledgment

9.3 The Owners Corporation acknowledges that the Owners Corporation is responsible for the sewer and water services within the Strata Scheme.

10. Community Management Statement

Effect on the Strata Scheme

10.1 The Community Management Statement contains by-laws which affect the Strata Scheme including:

- (a) rights and obligations of Owners and Occupiers;
- (b) rights and obligations of the Community Association and the Owners Corporation;
- (c) the keeping of animals;
- (d) behaviour on Community Property and Common Property;
- (e) garbage collection;
- (f) carrying out building works; and
- (g) security.

Comply

10.2 An Owner or Occupier must comply with the Community Management Statement.

Breach

10.3 A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

10.4 Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

11. Architectural Standards and Landscape Standards

Who may prescribe

11.1 Under the Community Management Statement:

- (a) the Community Association may prescribe Architectural Standards and Landscape Standards in relation to the Community Scheme; and
- (b) the Owners Corporation may prescribe Architectural Standards and Landscape Standards in relation to the Strata Scheme.

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Bound

- 11.2 An Owner or Occupier must comply with any Architectural Standards and Landscape Standards in force.

12. Building Works

Notice to Owners Corporation

- 12.1 An Owner must not alter the internal structure of a Lot without giving 14 days written notice to the Owners Corporation.
- 12.2 The notice under clause 11.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:
- (a) the estimated time period for the carrying out of the proposed alterations;
 - (b) the nature and extent of the proposed alterations;
 - (c) whether any Common Property will be affected; and
 - (d) whether the consent of the Community Association is required in accordance with the provisions of the Community Management Statement.

13. Agreement with a Manager

Appointment of a Manager

- 13.1 The Owners Corporation may determine to enter into an agreement with:

- (a) Jacksons Landing Estate Management Pty Limited; or
- (b) a third party;

to provide services to the Owners Corporation to assist the Owners Corporation with its duties to control, manage, operate, maintain and replace Common Property for which the Community Association is not responsible. The effect of this agreement is disclosed in this by-law.

Manager's Duties

- 13.2 The duties of any Manager appointed by the Owners Corporation may include:

- (a) the maintenance and replacement of the Common Property for which the Community Association is not responsible;
- (b) the control and supervision of the Common Property for which the Community Association is not responsible;

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- (c) the provision of services to the Owners Corporation or the Owners and Occupiers of Lots; and
- (d) anything else that the Manager indicates is necessary for the Common Property for which the Community Association is not responsible.

Exclusive Possession

- 13.3 In connection with the performance of the Manager's duties and in order to create a caretaker agreement under Part 4A of the Act, the Owners Corporation must grant any Manager appointed by it exclusive possession (whether or not jointly with another person or other persons) of part of the Common Property.

Term

- 13.4 The initial term of the agreement referred to in by-law 13.1(a) may be for a period commencing on the date of registration of these by-laws and ending no later than the first annual general meeting of the Owners Corporation.

Further Agreement

- 13.5 The Owners Corporation may, at any time after the expiration of the initial agreement referred to in by-laws 13.1(a) and 13.4, determine to enter into further agreements with Jacksons Landing Estate Management Pty Limited or another person to provide services to the Owners Corporation on substantially the same terms as are set out in by-law 13. Any such agreements may be for a period of up to 5 years with 1 option of up to 5 years.

Remuneration

- 13.6 If pursuant to by-law 13.5, the Owners Corporation determines to enter into a further agreement with Jacksons Landing Estate Management Pty Limited, the Manager's remuneration, during:
- (a) the period from the date of registration of the Strata Plan until one year after that date, will be \$45,000.00 per annum (excluding GST); and
 - (b) subsequent years after the expiration of the first year after registration of the Strata Plan, will be an amount equivalent to 15% of the amount representing the actual cost of carrying out the duties set out in the agreement.
- 13.7 Any remuneration payable to the Manager is exclusive of the cost to the Manager of carrying out or procuring the carrying out of the services set out in the agreement.

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Costs for carrying out the duties

- 13.8 Any costs incurred by the Manager in carrying out or procuring the carrying out of the services set out in the agreement are payable by the Owners Corporation.

14. Developer's Rights

Restricted Use Rights

- 14.1 To enable the Developer to carry out Development Activities on the Community Parcel, the Owners Corporation grants the Developer restricted use rights in accordance with clause 54 of the Community Land Management Act 1989 over the Common Property on the terms of this by-law.

Common Property Airspace

- 14.2 Without limiting the restricted use rights granted to the Developer under this by-law, the Developer has restricted use over the Common Property airspace above the Building and structures of the Strata Scheme for the purpose of slewing cranes and other objects in order to carry out Development Activities.

End of Restricted Use Rights

- 14.3 Restricted use of the Common Property ceases when the Developer serves a notice on the Owners Corporation informing the Owners Corporation that the Development Activities requiring the use of Common Property have been completed.
- 14.4 Despite by-law 14.2, restricted use of the Common Property ceases when the Developer is no longer the registered proprietor of any community development lot.

Developer's Obligations

- 14.5 The Developer must:
- (a) repair any damage to the Common Property as soon as practicable after the damage occurs; and
 - (b) keep interference with the use of the Common Property by the Owners and Occupiers to a minimum so far as is consistent with the Development Activities.

Levies

- 14.6 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 14.

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15. Security Keys

- 15.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- 15.2 The Owners Corporation must make Security Keys available to:
- (a) Owners; and
 - (b) persons authorised by the Owners Corporation.
- 15.3 The Security Keys provided to persons under clause 15.2(c) need only provide access to the parts of the Building to which those persons are entitled access.
- 15.4 The Owners Corporation may charge a reasonable fee for a Security Key required by an Owner of a Lot.
- 15.5 An Owner of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.
- 15.6 A person to whom a Security Key is made available must:
- (a) not duplicate or copy the Security Key;
 - (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
 - (c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
 - (d) take all reasonable steps to safeguard the Security Key against loss, damage and theft.

16. Car Spaces

Use

- 16.1 An Owner or Occupier of a Lot must not use that part of a Lot designated for use as a car space for any other purpose without the prior written consent of the Owners Corporation.

Alterations or Fixtures

- 16.2 An Owner or Occupier must not attach any fixture including a door or cage or other like to a car space without the prior written consent of the Owners Corporation.

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- 16.3 If an Owner or Occupier applies to the Owners Corporation for consent under by-law 16.2, that Owner or Occupier must satisfy the Owners Corporation that the erection of a fixture to a car space will not inhibit use of a car space by an adjoining Owner or Occupier.

17. Car Wash Bay

The following terms and conditions apply to the use of the Car Wash Bays:

- (a) the Car Wash Bays may only be used between the hours of 9.00 am and 5.00 pm or other hours as nominated from time to time by the Owners Corporation;
- (b) the Car Wash Bays may only be used for the purpose of washing cars and boats; and
- (c) any other rules made by the Owners Corporation in relation to the use of the Car Wash Bays.

18. Visitor Car Parking

- 18.1 An Owner or Occupier of a Lot must not park a Vehicle in Visitor Car Parking.
- 18.2 A Permitted Person may park a Vehicle in Visitor Car Parking for a consecutive period of up to 8 hours.

19. Exclusive Use - Lift A

- 19.1 The Distillery Owners and the Distillery Occupiers have the exclusive use and enjoyment of Lift A.
- 19.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of Lift A in a state of good and serviceable repair.
- 19.3 The Distillery Owners are responsible for the costs incurred under by-law 19.2 (including any amount under by-law 19.4) for Lift A and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.
- 19.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

20. Exclusive Use - Lift B

- 20.1 The Quarry Owners and Quarry Occupiers have the exclusive use and enjoyment of Lift B.
- 20.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of Lift B in a state of good and serviceable repair.

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20.3 The Quarry Owners are responsible for the costs incurred under by-law 20.2 (including any amount under by-law 20.4) for Lift B and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

20.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

21. Exclusive Use - Air Conditioning Plant A

21.1 The Distillery Owners and the Distillery Occupiers have the exclusive use and enjoyment of Air Conditioning Plant A.

21.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of Air Conditioning Plant A in a state of good and serviceable repair.

21.3 The Distillery Owners are responsible for the costs incurred under by-law 21.2 (including any amount under by-law 21.4) for Air Conditioning Plant A and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

21.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

22. Exclusive Use - Air Conditioning Plant B

22.1 The Quarry Owners and the Quarry Occupiers have the exclusive use and enjoyment of Air Conditioning Plant B.

22.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of Air Conditioning Plant B in a state of good and serviceable repair.

22.3 The Quarry Owners are responsible for the costs incurred under by-law 22.2 (including any amount under by-law 22.4) for Air Conditioning Plant B and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

22.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

23. Air Conditioning - Special Privilege

Refinery Owners

23.1 The Refinery Owners have the special privilege of installing an air conditioning system which services that Owner's Lot within the plan area of that Owner's Lot.

- 23.2 A Refinery Owner that uses or installs an air conditioning system which has been installed in the Common Property under this by-law is responsible for the costs of repair and maintenance of that air conditioning system.
- 23.3 Refinery Owners using the special privilege granted under this by-law indemnify the Owners Corporation for any damage caused to the Common Property or the Building arising out of the exercise by a Refinery Owner of the rights conferred by this by-law.

Jones St Owners

- 23.4 The Jones St Owners are responsible for the costs of repairing, maintaining and replacing the air conditioning system servicing that Owner's Lot.
- 23.5 The Jones St Owners have the special privilege to use so much of Common Property as is reasonably necessary to carry out repairs, maintenance or replacement of the air conditioning system referred to in by-law 23.4.
- 23.6 Jones St Owners using the special privilege granted under this by-law indemnify the Owners Corporation for any damage caused to the Common Property or the Building arising out of the exercise by a Jones St Owner of the rights conferred by this by-law.

24. Landscaped Area

- 24.1 The Owners and Occupiers of the Residential Lots have the right of exclusive use and enjoyment of the Landscaped Area. The Owners and Occupiers of the Retail Lot and the Commercial Lot cannot access and use the Landscaped Area.
- 24.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Landscaped Area in a state of good and serviceable repair.
- 24.3 All costs in relation to the use, operation, maintenance and repair of the Landscaped Area must be borne by Owners of the Residential Lots in proportion to their respective unit entitlements.
- 24.4 The Owners Corporation may enter the Landscaped Area at all reasonable times for the purpose of discharging its obligation to carry out maintenance or repairs.
- 24.5 The Landscaped Area is available for use by the Owners and Occupiers of the Residential Lots to sit and relax and passively enjoy.
- 24.6 Any person using the Landscaped Area must leave that area clean and tidy after use.

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- 24.7 A person on the Landscaped Area with the express or implied consent of a Residential Lot Owner or Occupier may use the Landscaped Area provided they comply with any rules about the use of the Landscaped Area.

25. Gymnasium and Swimming Pool Area

- 25.1 The Owners and Occupiers of the Residential Lots have the right of exclusive use and enjoyment of being the Gymnasium and Swimming Pool Area.
- 25.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Gymnasium and Swimming Pool Area in a state of good and serviceable repair.
- 25.3 All costs in relation to the use, operation, maintenance and repair of the Gymnasium and Swimming Pool Area must be borne by the Owners of the Residential Lots according to the relative proportions of their respective unit entitlement.
- 25.4 The Owners Corporation may enter the Gymnasium and Swimming Pool Area at all reasonable times for the purpose of discharging its obligation to carry out maintenance or repairs.
- 25.5 The following conditions apply to the use of the Gymnasium and Swimming Pool by the Owners and Occupiers of the Residential Lots:
- (a) the Gymnasium and Swimming Pool may only be used between the hours of 7.00 am and 9.00 pm or other hours nominated from time to time by the Executive Committee;
 - (b) children under the age of 15 years of age may use the Gymnasium and Swimming Pool only if accompanied and supervised by an adult;
 - (c) glass objects, drinking glasses, food and sharp objects are not permitted in the Gymnasium and Swimming Pool;
 - (d) running, ball playing, noisy or hazardous activities are not permitted in the Gymnasium and Swimming Pool;
 - (e) the Swimming Pool equipment must not, except with the approval of the Executive Committee, be interfered with, operated or adjusted;
 - (f) sports type footwear must be worn while using the Gymnasium;
 - (g) all users must be appropriately attired whilst using the Gymnasium; and
 - (h) all users must carry a towel.
- 25.6 A Non Resident Owner is not entitled to use the Swimming Pool or Gymnasium.

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- 25.7 A person on the Gymnasium and Swimming Pool Area with the express or implied consent of an Occupier or Owner, other than a Non Resident Owner, may use the Swimming Pool and Gymnasium provided they comply with any rules about the use of the Gymnasium and Swimming Pool Area.

26. Grease Arrestor

- 26.1 The Owner and Occupier of the Retail Lot have the special privilege of connecting to the grease arrestor within Exclusive Use Area.
- 26.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Exclusive Use Area in a state of good and serviceable repair.
- 26.3 If the Owner or Occupier of the Retail Lot connects to a grease arrestor within Exclusive Use Area, then the Owner of the Retail Lot is responsible for 90% of the costs incurred in relation to the use, maintenance, repair and replacement of that grease arrestor. The Owners Corporation will be responsible for the balance of the costs. The Owner of the Retail Lot must reimburse the Owners Corporation for these costs within 7 days of notification from the Owners Corporation.
- 26.4 The Owners Corporation may enter the Exclusive Use Area at all reasonable times for the purpose of discharging its obligation to carry out maintenance or repairs.
- 26.5 The Owners Corporation may enter into a trade waste agreement with Sydney Water Corporation Limited or any other appropriate Authority in relation to the grease arrestor.

27. Residential use

- 27.1 Conditions in the Development Consent require:
- (a) that the Residential Lots in the development must be used for Residential Development;
 - (b) all Residential Lots must be either owner-occupied or occupied by a tenant under a residential lease under the Residential Tenancies Act, 1987; and
 - (c) a certificate signed by the Owners Corporation certifying that all Residential Lots are either Owner occupied or are subject to residential leases under the Residential Tenancies Act, 1987 must be forwarded to Council within 12 months of the completion of the Building and every 12 months thereafter.
- 27.2 The Owners Corporation must provide the certification required by Council as specified in by-law 27.1(c).

- 27.3 An Owner or Occupier of a Residential Lot must, on written request by the Owners Corporation, provide the Owners Corporation with written notice, in the form reasonably required by Council and by the Owners Corporation, confirming compliance with the conditions of the Development Consent as they are set out in 27.1 above.

28. Retail and Commercial Use

SP73528

Operating Hours

- 28.1 Conditions in the Development Consent require:

- (a) that the operating hours for the Commercial Lot and the Retail Lot are between 6.00 am and 11.00 pm, 7 days a week; and
- (b) a separate development consent is required for any use of the Commercial Lot or the Retail Lot which is outside the operating hours set out in by-law 28.1(a).

- 28.2 The Owners Corporation must ensure that an Owner or Occupier of the Commercial Lot and the Retail Lot complies with by-law 28.1.

Odours

- 28.3 An Owner of the Retail Lot must ensure that no offensive or strong odours emanate from that Owner's Retail Lot including from its kitchen exhaust.

Liquor Licensing

- 28.4 The Owners Corporation and each Owner or Occupier will not:

- (a) lodge an objection with respect to an application by an Owner or Occupier of a Retail Lot for a liquor licence or permit; or
- (b) prevent any Owner or Occupier of a Retail Lot from obtaining a liquor licence or permit,

for a liquor licence or permit required in connection with the business carried on in the Retail Lot.

Operation of the business

- 28.5 An Owner or Occupier of the Retail Lot and the Commercial Lot must ensure that any business operated from the relevant Lot is always conducted so as to maintain the cleanliness and good reputation of the Building.

Retail Lot Garbage

- 28.6 The Owner and Occupier of the Retail Lot must promptly and properly:

- (a) dispose of any rubbish left immediately outside the Retail Lot and place such rubbish in the garbage areas designated for use by the Owner and Occupier of the Retail Lot; and
- (b) keep any empty reusable containers within the Retail Lot, or within such areas designated for such purpose by the Owners Corporation.

Noise

- 28.7 An Owner of the Retail Lot must not permit any form of noise to emanate from the Retail Lot that is audible within any habitable area in a Residential Lot between midnight and 6.00 am and must otherwise comply with any laws relating to noise control at all times.

29. Storeroom

- 29.1 The Owner and Occupier of the Retail Lot have the exclusive use and enjoyment of the Storeroom.
- 29.2 The Owner of the Retail Lot is responsible for the repair and maintenance of the Storeroom. The Storeroom must be kept in a state of good and serviceable repair.
- 29.3 The Owners Corporation can enter the Storeroom on giving the Occupier of the Retail Lot reasonable notice to ensure that by-law 29.2 is being complied with.

SP73528

SP73528

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SYDNEY 347892 V6:12/10/2004
(The Distillery/Quarry/Refinery Apartments/Jones St Terraces)

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SP73528

Executed by Jacksons Landing
Development Pty Limited by its
Attorneys under a Power of Attorney
dated September 2004 registered
Book 437 No. 567 and who declare
that they have not received any notice
of the revocation of that Power of
Attorney in the presence of:

Signature of Witness

Simonne Finfeld
Full Name of Witness

AcN 073 932 206

Signature of Attorney

RON CUTLER
Name of Attorney

Signature of Attorney

ROBERT DICK
Name of Attorney

SP73528

Executed by TOWER Trust (NSW) Limited by
its duly constituted Attorneys
and 22 APRIL 2004 under
Power of Attorney dated 9 March 2002
registered No 232 Book 4347 and who declare
that they have not received any notice of the
revocation of that Power of Attorney in the
presence of:

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

600 329 706

No 391 Bk 4385

Signature of Attorney

YOLANDA MATIAS, SENIOR ADMINISTRATOR
Name of Attorney TOWER TRUST (NSW) LTD

Signature of Attorney

SEAN DA SILVA, NSW REGIONAL MANAGER
Name of Attorney CORPORATE TRUST
77 (NSW) LTD

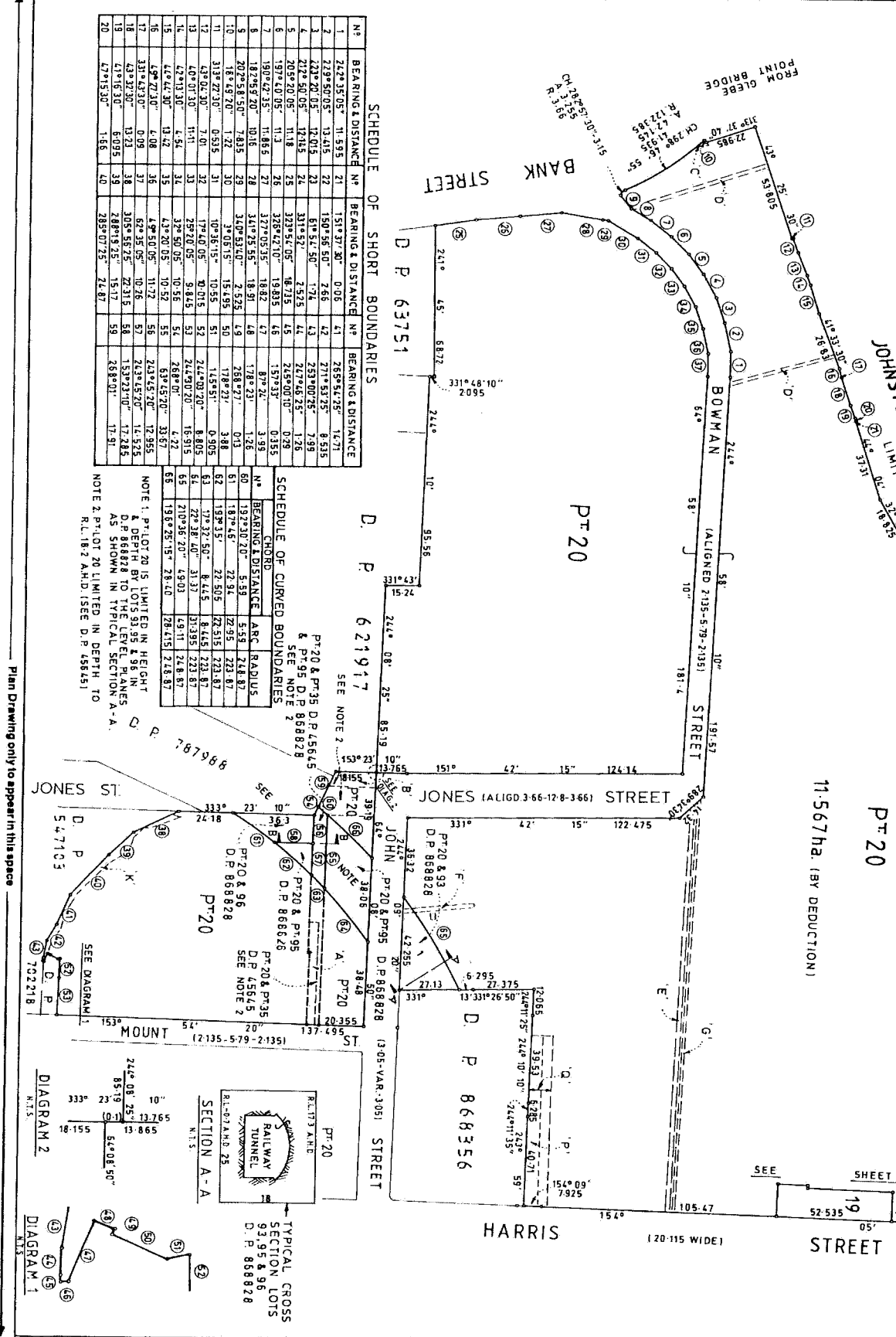


PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

- A. EASEMENT FOR ELECTRICITY PURPOSES 4 WIDE AND VARIABLE (D.P. 118224) T916698
- B. RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES (D.P. 118224) T916698
- C. EASEMENT FOR ELECTRICITY PURPOSES (C914199)
- D. EASEMENT FOR DRAINAGE (F510387)
- E. EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (V788382, D.P. 453527)
- F. EASEMENT FOR TRANSMISSION OF ELECTRIC CURRENT (BK 208 N°821)
- G. EASEMENT FOR GAS PIPELINE 1 WIDE (V612860)
- H. RIGHT OF WAY & EASEMENT FOR DRAINAGE VARIABLE WIDTH (BK163 N°363 SEE D.P. 534386)
- I. RIGHT OF WAY 5 WIDE (D.P. 868356)
- J. RESTRICTION ON USE 11 WIDE (D.P. 868356)

PT 20 D.P. 45645
PT 96 868828
PT 95 868828
D.P. 868828
SECTION B-B
N.T.S.



SCHEDULE OF SHORT BOUNDARIES

N°	BEARING & DISTANCE	N°	BEARING & DISTANCE	N°	BEARING & DISTANCE
1	242° 35' 05" 11.585	21	151° 27' 20" 0.06	41	285° 54' 25" 11.71
2	212° 50' 05" 11.415	22	180° 50' 50" 7.66	42	271° 53' 25" 8.515
3	212° 50' 05" 11.415	23	81° 50' 50" 7.66	43	251° 00' 25" 7.99
4	212° 50' 05" 11.415	24	331° 57' 45" 4.525	44	247° 46' 25" 1.76
5	209° 20' 05" 11.18	25	325° 51' 05" 16.715	45	245° 00' 10" 0.29
6	199° 40' 05" 11.3	26	326° 42' 10" 19.855	46	157° 37' 30" 0.355
7	190° 42' 35" 11.885	27	317° 03' 35" 18.82	47	87° 26' 30" 3.99
8	182° 54' 50" 10.15	28	310° 53' 45" 18.91	48	178° 23' 12.6
9	209° 54' 50" 7.935	29	310° 53' 45" 18.91	49	268° 27' 0.3
10	16° 48' 20" 1.24	30	310° 53' 45" 18.91	50	178° 23' 12.6
11	313° 27' 10" 0.935	31	10° 36' 15" 10.55	51	145° 51' 3.88
12	438° 42' 30" 11.01	32	174° 05' 40.015	52	244° 00' 20" 8.805
13	40° 07' 10" 11.01	33	250° 05' 10.56	53	244° 00' 20" 16.915
14	40° 07' 10" 11.01	34	32° 50' 05" 10.56	54	63° 45' 20" 33.67
15	44° 42' 30" 13.4	35	41° 20' 05" 10.52	55	268° 27' 0.3
16	44° 42' 30" 13.4	36	41° 20' 05" 10.52	56	268° 27' 0.3
17	334° 42' 30" 0.09	37	62° 35' 05" 10.72	57	268° 27' 0.3
18	43° 42' 30" 13.23	38	305° 55' 25" 22.315	58	153° 23' 10" 17.285
19	47° 18' 30" 6.095	39	268° 19' 25" 15.17	59	268° 27' 0.3
20	47° 18' 30" 6.095	40	268° 19' 25" 15.17	60	268° 27' 0.3

SCHEDULE OF CURVED BOUNDARIES

N°	BEARING & DISTANCE	N°	BEARING & DISTANCE	N°	BEARING & DISTANCE
1	192° 20' 20" 5.58	51	187° 45' 22.94	61	192° 20' 20" 5.58
2	172° 32' 50" 8.445	52	172° 32' 50" 8.445	62	172° 32' 50" 8.445
3	172° 32' 50" 8.445	53	172° 32' 50" 8.445	63	172° 32' 50" 8.445
4	172° 32' 50" 8.445	54	172° 32' 50" 8.445	64	172° 32' 50" 8.445
5	172° 32' 50" 8.445	55	172° 32' 50" 8.445	65	172° 32' 50" 8.445
6	172° 32' 50" 8.445	56	172° 32' 50" 8.445	66	172° 32' 50" 8.445
7	172° 32' 50" 8.445	57	172° 32' 50" 8.445	67	172° 32' 50" 8.445
8	172° 32' 50" 8.445	58	172° 32' 50" 8.445	68	172° 32' 50" 8.445
9	172° 32' 50" 8.445	59	172° 32' 50" 8.445	69	172° 32' 50" 8.445
10	172° 32' 50" 8.445	60	172° 32' 50" 8.445	70	172° 32' 50" 8.445

NOTE 1. PT 20 IS LIMITED IN HEIGHT & DEPTH BY LOTS 91, 95 & 96 IN AS SHOWN IN TYPICAL SECTION A-A.

NOTE 2. PT 20 LIMITED IN DEPTH TO R.L. 187.484 (SEE D.P. 45645)

Plan Drawing only to appear in this space

DP1008189

Registered
6-10-98
11-11-1995

Surveyor registered under Surveyors Act 1920
11-11-1995

For use where there is insufficient space in any other plan form 2

Reduction Ratio 1:250

Surveyors Reference 951020 ENG.SUB.

Executed by Jacksons Landing Development Pty Limited
by its Attorneys under a Power of Attorney dated
registered Book 4254 No. 248
who declare that they have not received any notice
of the revocation of that Power of Attorney

Attorney

Attorney

In the presence of

Witness

Executed by Wirabay Limited
by its Attorneys under a Power of Attorney dated 25-10-99
registered Book 4253 No. 739
who declare that they have not received any notice
of the revocation of that Power of Attorney

Attorney *Robert S Kamula* RONALD CUTLER

Attorney *Robert S Kamula* RONALD CUTLER

In the presence of

Witness *Robert S Kamula* RONALD CUTLER

Executed by Limosa Pty Limited 2-11-1999
by its Attorneys under a Power of Attorney dated
registered Book 4254 No. 248
who declare that they have not received any notice
of the revocation of that Power of Attorney

Attorney *Robert S Kamula* RONALD CUTLER

Attorney *Robert S Kamula* RONALD CUTLER

In the presence of

Witness *Robert S Kamula* RONALD CUTLER

Executed by Reco Star Pts Limited
by its Attorneys under a Power of Attorney dated 21-10-99
registered Book 4253 No. 740
who declare that they have not received any notice
of the revocation of that Power of Attorney

Attorney *Robert S Kamula* RONALD CUTLER

Attorney *Robert S Kamula* RONALD CUTLER

In the presence of

Witness *Robert S Kamula* RONALD CUTLER

DP1008189

Registered:  23-11-1999

This is sheet 3 of my plan in 3 sheets
dated

Survey registered under the Surveyors Act, 1928

This is sheet of my plan of sheets covered
by subdivision certificate No.

Approved Planning/Mapping/Geographic Centre

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

PLAN FORM 3 USE ONLY for statements of intention to subdivide
public roads. To be used only where the proposed subdivision
is not a subdivision of land or a subdivision of a public road.
Subdivision certificate on use of land or public road

Publication Date: 1

BAR/CORR REFERENCE: 7044-91ec

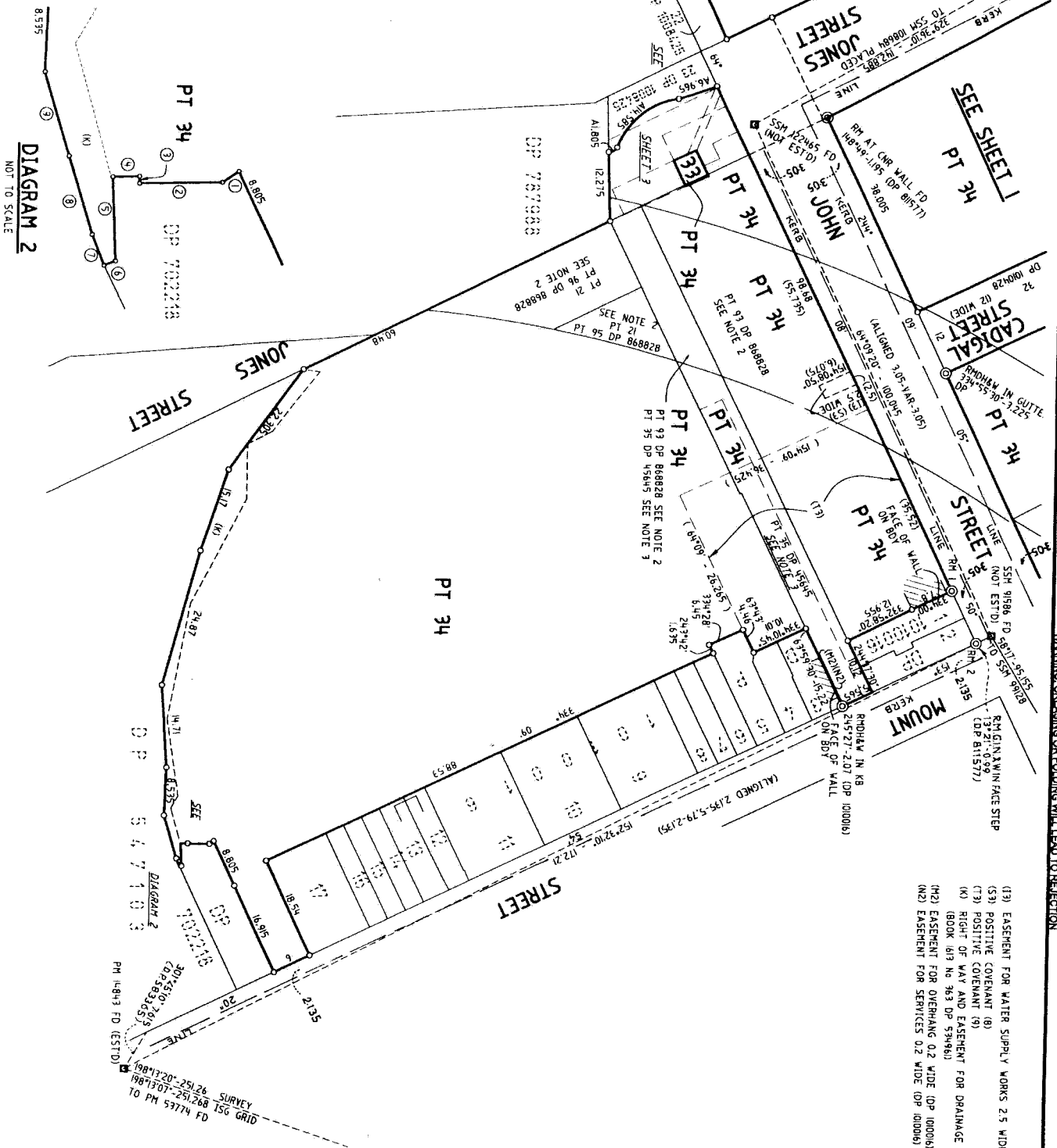


DIAGRAM 2
NOT TO SCALE

PT 34

STREET

151

NOTE
NOTE 1
NOTE 2
NOTE 3
NOTE 4
SEE SHEET 1

No	DISTANCE
1	0.905
2	3.88
3	0.13
4	1.26
5	3.99
6	0.355
7	0.29
8	1.26
9	7.99

TABLE OF SHORT LINES

- (13) EASEMENT FOR WATER SUPPLY WORKS 2.5 WIDE
- (33) POSITIVE COVENANT (8)
- (13) POSITIVE COVENANT (9)
- (K) RIGHT OF WAY AND EASEMENT FOR DRAINAGE VARIABLE WIDTH
- (BOOK 613 N 363 DP 53496)
- (M2) EASEMENT FOR OVERHANG 0.2 WIDE (DP 100006)
- (M2) EASEMENT FOR SERVICES 0.2 WIDE (DP 100006)

DP1011425

Registered L5 15-5-2000

This is sheet 2 of my plan in 9 sheets covered by subdivision official No. 355-07-715 dated 15th FEBRUARY 2000

Paula Walsh
Surveyor registered under the Surveyors Act, 1992
This is sheet 2 of my plan in 9 sheets covered by subdivision official No. 355-07-715 dated 15th FEBRUARY 2000

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

- 11. POSITIVE COVENANT (1)
- 12. POSITIVE COVENANT (2)
- 13. POSITIVE COVENANT (3)
- 14. POSITIVE COVENANT (4)
- 15. POSITIVE COVENANT (5)
- 16. POSITIVE COVENANT (6)
- 17. POSITIVE COVENANT (7)
- 18. POSITIVE COVENANT (8)
- 19. EASEMENT FOR OVERHANG 0.2 WIDE (K)
- 20. POSITIVE COVENANT (9)
- 21. POSITIVE COVENANT (10)
- 22. EASEMENT FOR TELECOMMUNICATION PURPOSES 1.2 WIDE (U2)
- 23. EASEMENT FOR SUPPORT 4.97 AND 5.27 WIDE (X3)
- 24. POSITIVE COVENANT (1)

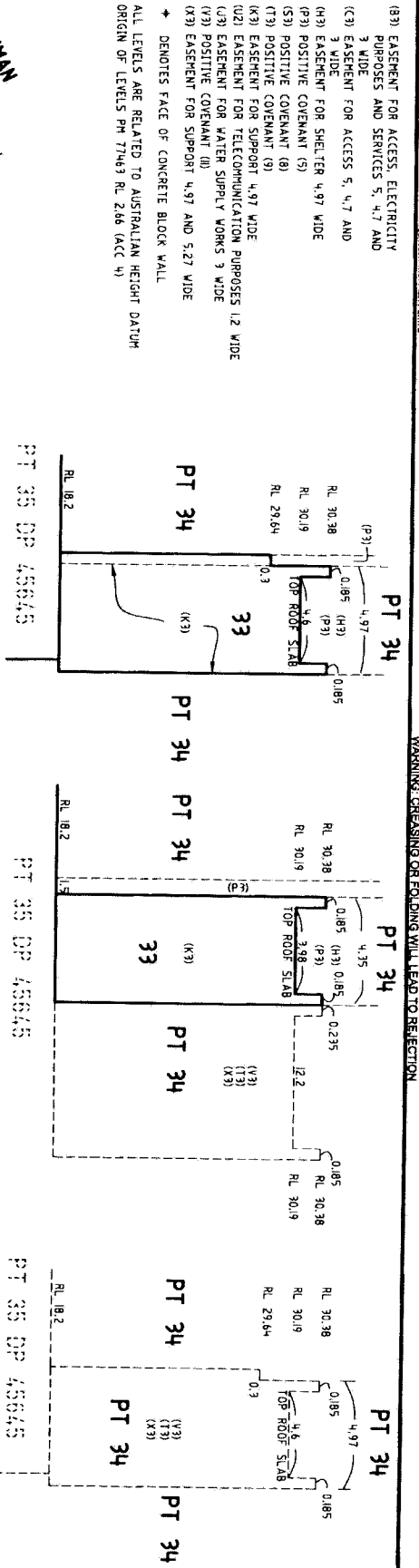
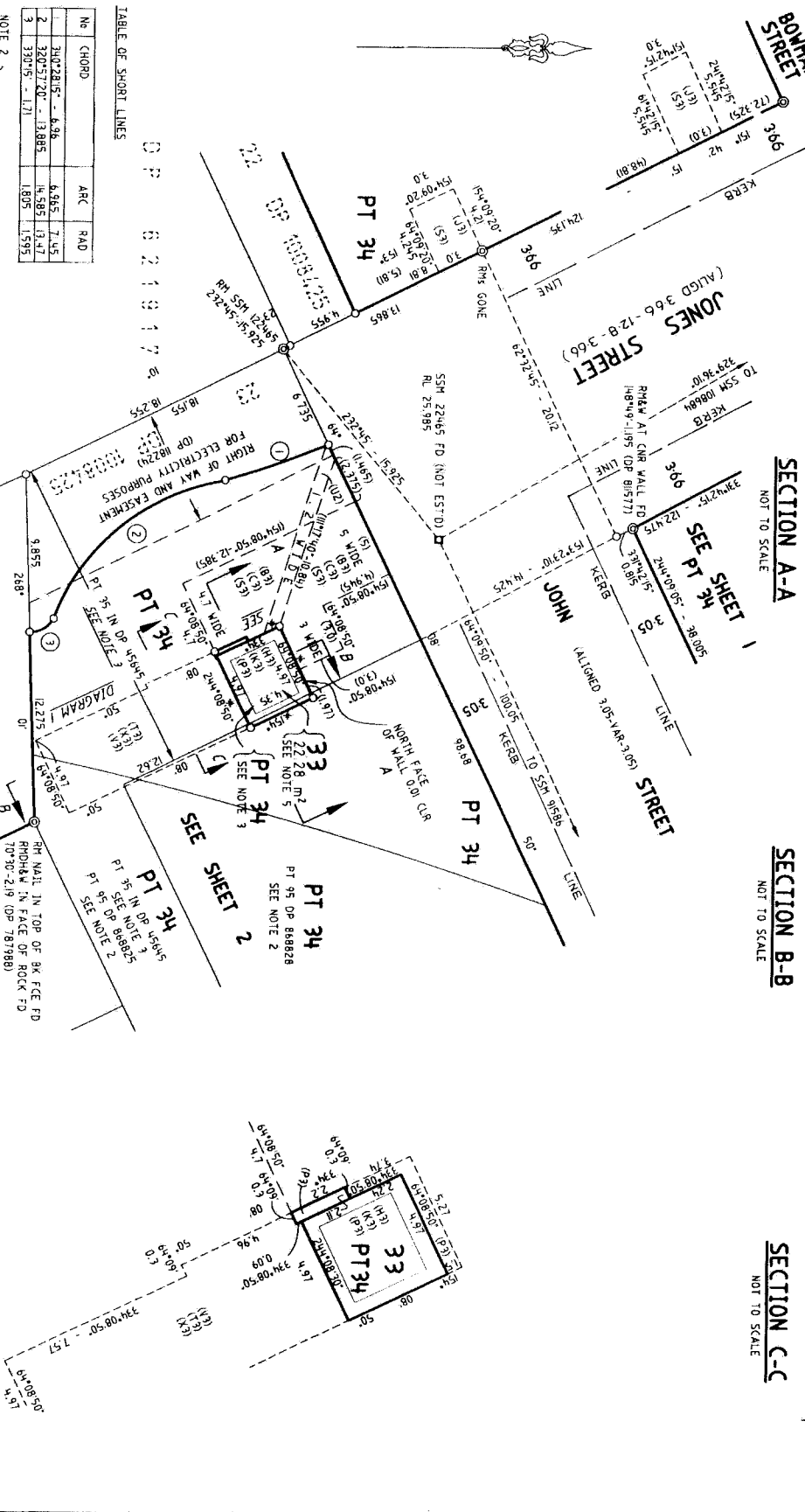
No	CHORD	ARC	RAD
1	340°28'55" - 6.936	6.935	7.45
2	320°57'20" - 13.885	13.885	13.47
3	330°15' - 1.71	1.805	1.993

TABLE OF SHORT LINES

DIAGRAM 1
NOT TO SCALE

DIAGRAM 2
NOT TO SCALE

DIAGRAM 3
NOT TO SCALE



DP1011425

Registered: 15.15.2000

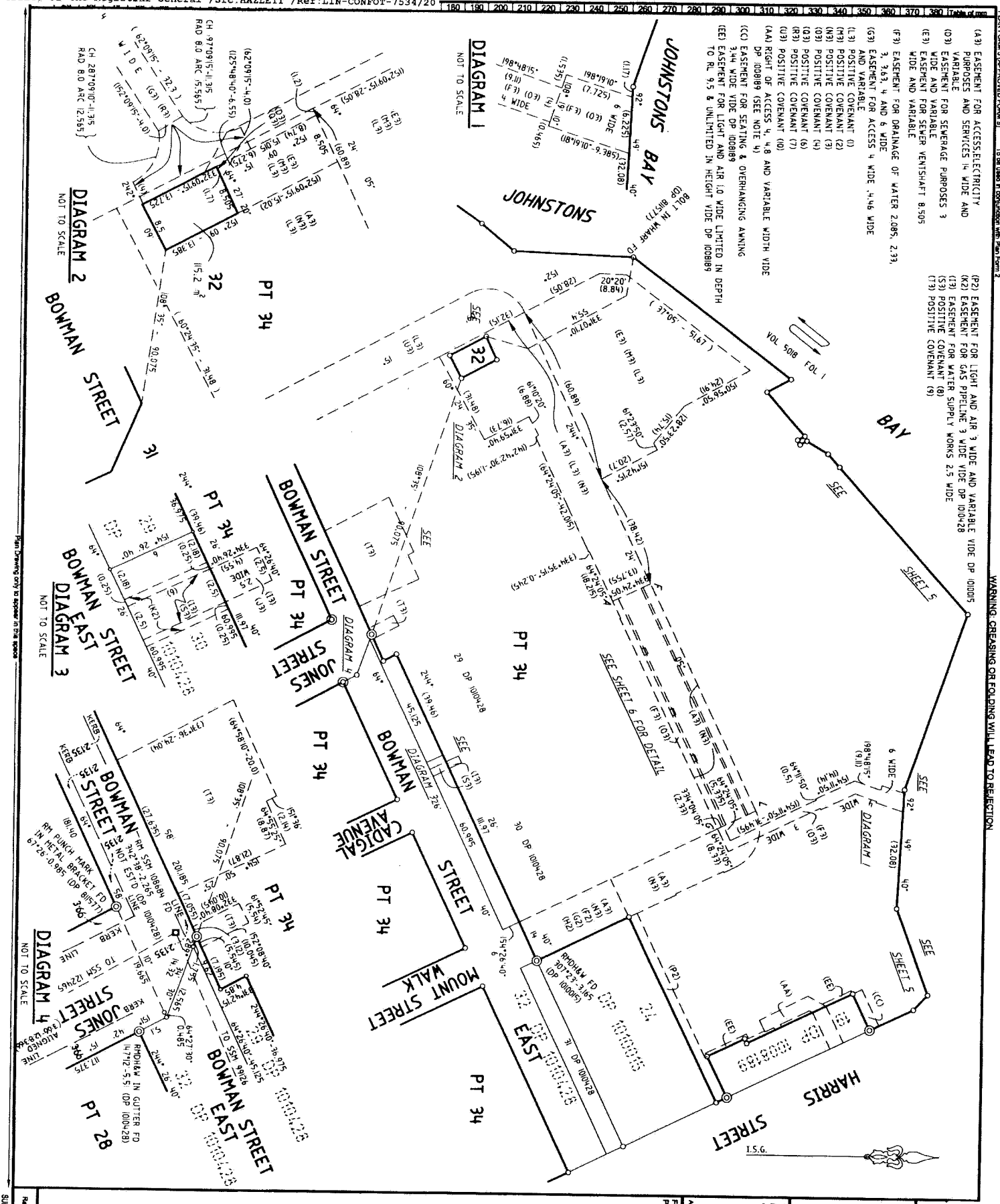
This is sheet 3 of my plan of 9 sheets covered by subdivision certificate No. 35-C1-08 dated 15th FEBRUARY 2000

Signature: Patrick Warr

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

Reduction Ratio: 1: -

SURVEYORS REFERENCE: 7044-13.LDWG



WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

DP1011425

Registered: 15th FEBRUARY 2000

This is sheet 4 of my plan in 9 sheets dated 15th FEBRUARY 2000

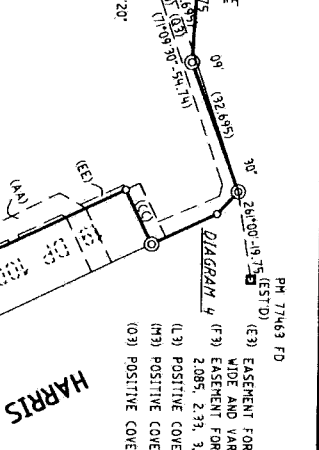
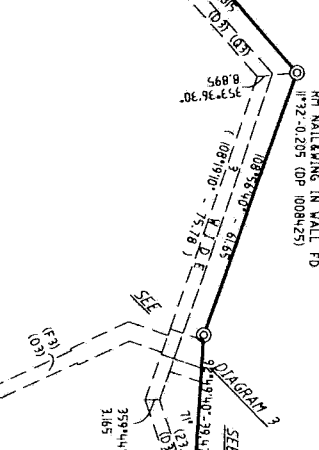
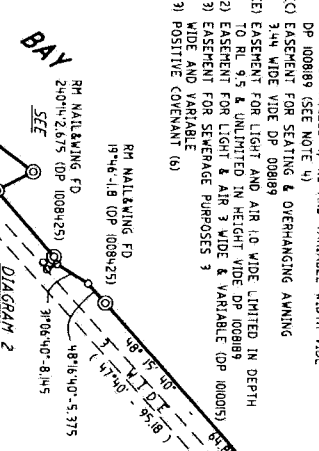
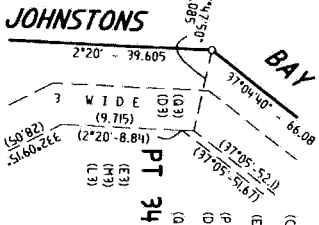
Surveyor registered under the Surveyors Act 1990
This is sheet 4 of my plan in 9 sheets covered by registration number 155 04-118
28/1/2000

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

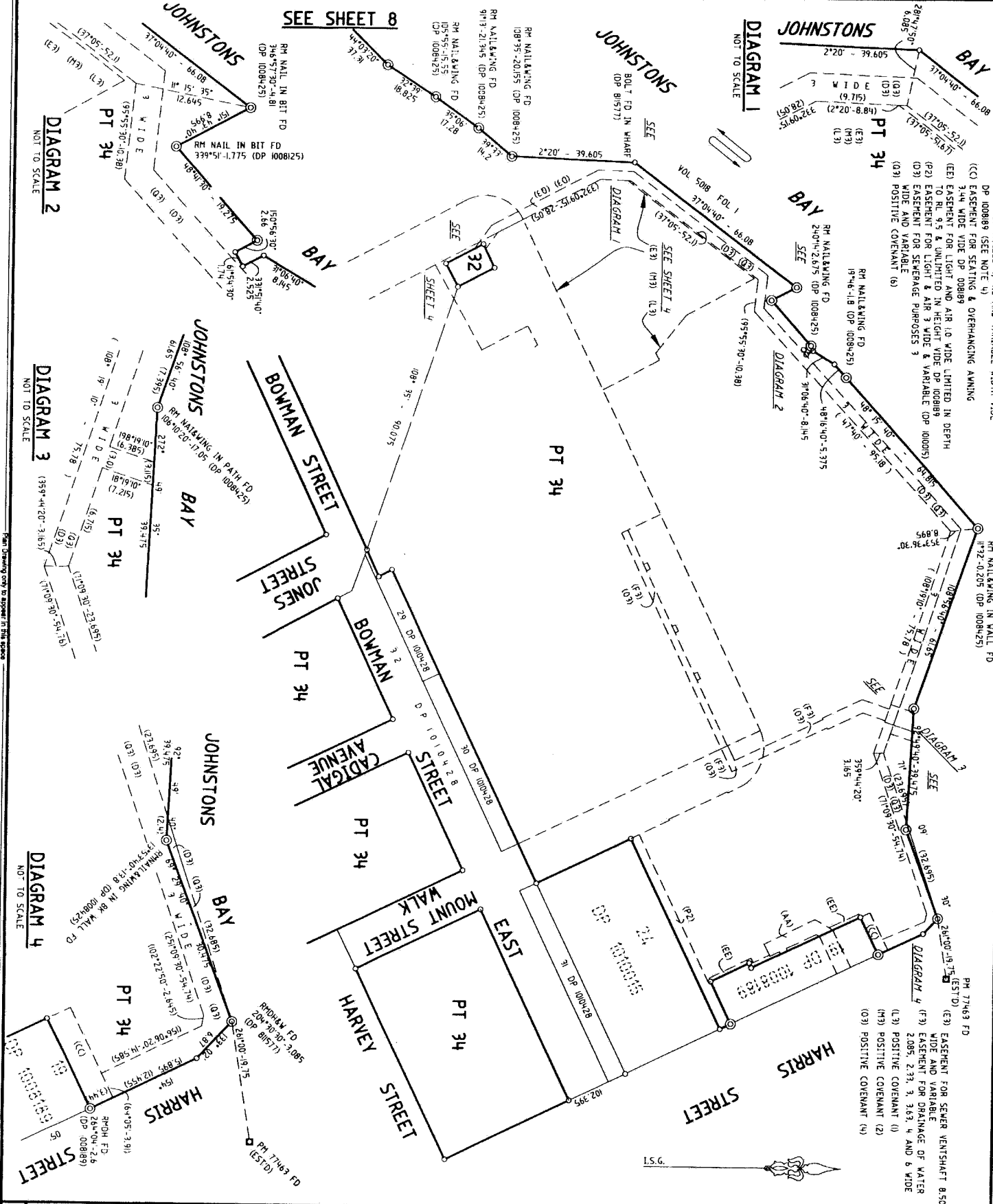
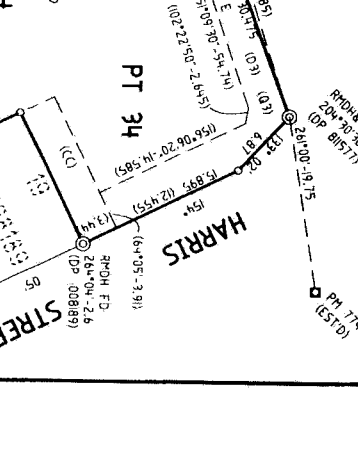
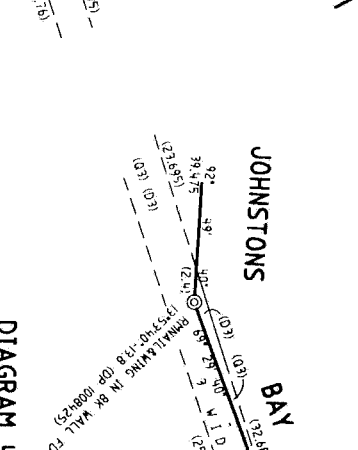
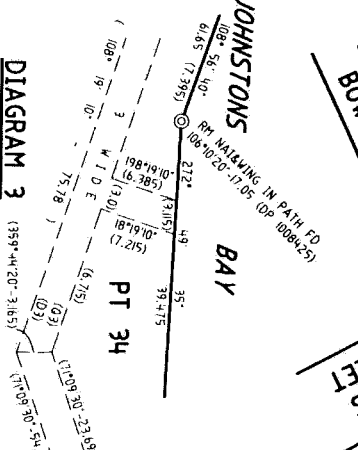
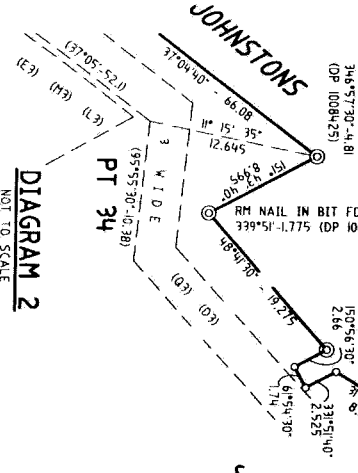
Reduction Ratio: 1:500
SUNSTON'S REFERENCE: 7044-115H-DWG

PLAN FORM 3 (APPROVED FORM 3) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SEE SHEET 8



DP1011425

Registered: 15/15/2000

This is sheet 5 of my plan in 9 sheets

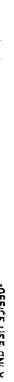
dated 15th FEBRUARY 2000

Signature: Patrick Nelson

Authorised Representative of the Registrar-General

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

Reduction Ratio: 1: 500
SURVEYORS REFERENCE: 7044-114h.DWG



Registered:  LS 15-5-2000

dated 15th FEBRUARY 2000

Surveyor registered under the Surveyors Act, 1926

This is sheet 6 of my plan of 9 sheets covered by subdivision certificate No. 35409-96 of 28/4/2000

Harjadal

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

Reduction Ratio 1: 300

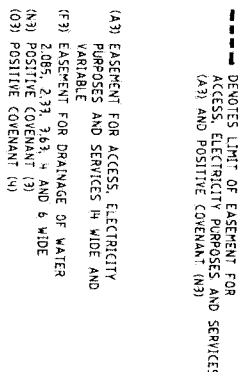
SURVEYOR'S REFERENCE: 7044--185D.DWG

Registered: 7515.5.2000

1

This is sheet 7 of my plan of 9 sheets covering
subdivision certificate No. 35-09-08
28/4/2000

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



Reduction Ratio 1: NOT TO SCALE

SURVEYOR'S REFERENCE: 7044-1 B6C.DWG



SCHEDULE OF PEDFREENCE MARKS
MAIL & WING IN CONCRETE
10P 1008H251

RM 19	254.00 - 3.31
RM 20	356.56 - 2.455
RM 21	328.05 - 1.565
RM 22	298.30 - 2.495
RM 23	247.05 - 4.75
RM 24	13*06 - 3.92

- (C) EASEMENT FOR ELECTRICITY PURPOSES (349499)
- (C) EASEMENT FOR DRAINAGE (F 503637)
- (G3) EASEMENT FOR ACCESS 4 WIDE, 4+6 WIDE AND VARIABLE
- (R3) POSITIVE COVENANT (7)
- (C3) POSITIVE COVENANT (10)
- (W3) FUTURE DEVELOPMENT AREA REFERRED TO IN
- (U3) POSITIVE COVENANT (10)

Registered:  2515-2000

This is sheet 8 of my plain in 9 sheet dated 15th FEBRUARY 2000

Patrick Walsh
Surveyor registered under the Surveyors Act, 1928

This is sheet 8 of my plan of 9 sheets covered
by subdivision certificate No. 35-09-428
of 28/4/2000

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

Reduction Ratio 1: 600

SURVEYOR'S REFERENCE: 7044-192C.DWG

DP1011425

D.P. 1011425

Registered: 65/15/5-2000

This is sheet 9 of my plan is 9 sheets
dated 17th FEBRUARY 2000

Patrick Walker
Surveyor registered under the Surveyors Act, 1992
This is sheet 9 of my plan is 9 sheets
dated 17th FEBRUARY 2000
26/14/2000

Attestation
For this purpose space is to be filled in any period on
Form 1011425

Executed by Jacksons Landing Development Pty Limited
by its Attorneys under a Power of Attorney dated 12 August
1989 registered Book 4253 No. 741
who declare that they have not received any notice
of the revocation of that Power of Attorney in the
presence of

Signature of witness.

Signature of Attorney.

REBECCA GOODWIN

ROBERT & KAMULA.

Name of witness.

Name of Attorney.

Executed by Linsea Pty Limited
by its Attorneys under a Power of Attorney dated 2 November
1989 registered Book 4254 No. 248
who declare that they have not received any notice
of the revocation of that Power of Attorney in the
presence of

Signature of witness.

Signature of Attorney.

REBECCA GOODWIN

ROBERT & KAMULA.

Name of witness.

Name of Attorney.

Executed by CBA Corporate Services (NSW) Pty Limited
by its Attorneys under a Power of Attorney dated 7 October
1989 registered Book 4252 No. 638
who declare that they have not received any notice
of the revocation of that Power of Attorney in the
presence of

Signature of witness.

Signature of Attorney.

MONA HE

Philip James
JOHNSTON

Name of witness.

Name of Attorney.

Executed by Wharfedale Limited
by its Attorneys under a Power of Attorney dated 25 October
1989 registered Book 4253 No. 738
who declare that they have not received any notice
of the revocation of that Power of Attorney in the
presence of

Signature of witness.

Signature of Attorney.

REBECCA GOODWIN

ROBERT & KAMULA

Name of witness.

Name of Attorney.

Executed by Raco Star Pty Limited
by its Attorneys under a Power of Attorney dated 21 October
1989 registered Book 4253 No. 740
who declare that they have not received any notice
of the revocation of that Power of Attorney in the
presence of

Signature of witness.

Signature of Attorney.

REBECCA GOODWIN

ROBERT & KAMULA.

Name of witness.

Name of Attorney.

Signed for Sydney Water Corporation by its Attorneys:
...
who hereby state at the time of executing this instrument have
no notice of the revocation of the Power of Attorney Registered
No. 447 Book 4254 under the authority of which this instrument
has been executed.

Signature of witness.

Signature of Attorney.

MASTIN BRAMBLE

Signature of Attorney.

c/- Sydney Water.

Address of witness

SIGNED BY ME ZENON MICHNIEWICZ
AS DELEGATE OF THE WATERWAYS
AUTHORITY AND I HEREBY
CERTIFY THAT I HAVE NO NOTICE AS TO
REVOCATION OF SUCH DELEGATION

Signature of Zenon Michniewicz