

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	J.N.K Consultants Pty Ltd t/as S ONE Estate Agent Level 1, 77 Rowe Street, Eastwood NSW 2122	Phone: 0433 234 787 Fax: Ref: John Huang john.huang@soneagents.com
co-agent		
vendor	Guo Hua Chen and Ding Qin Zhou 4/29-31 Gaza Road, West Ryde NSW 2114	
vendor's solicitor	Advance Lawyers Group Pty Ltd Suite 106, 743-755 George Street, Sydney NSW 2000	Phone: (02) 9212 4820 Fax: Ref: GL: Email: info@auslawyers.com.au
date for completion	69th day after the contract date (clause 15)	
land (address, plan details and title reference)	4/29-31 Gaza Road, West Ryde NSW 2114 Lot 4 in Strata Plan 94321 (4/SP94321)	
improvements	☐ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☒ garage ☐ carport ☒ home unit ☒ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☐ blinds ☐ dishwasher ☐ light fittings ☐ stove ☐ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment ☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna ☐ curtains ☐ other:
exclusions	See Special Condition 60
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$
balance	\$
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): _____

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

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

ACE Body Corporate Management
 PO Box 483 Padstow NSW 2211
hurstville@acebodycorp.com.au
 0404 008 098

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

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

Conditions of Sale by Auction

If the property is or is intended to be sold at auction, the following terms apply pursuant to Clause 15 of the *Property, Stock and Business Agents Regulation 2014* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

(32A) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock—

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

(32B) The following conditions, in addition to those prescribed by subclause (32A), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land—

- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (b) Subject to subclause (32C), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(32C) The following conditions, in addition to those prescribed by subclauses (32A) and (32B), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator—

- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(32D) The following condition, in addition to those prescribed by subclause (32A), is prescribed as applicable to and in respect of the sale by auction of livestock—

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price—

- (a) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

Special Conditions

33. Amendment of Standard Provisions of this Contract:

The standard provisions of this Contract are amended as follows:

- (a) Clause 3 is deleted;
- (b) Clause 5.1 is deleted; In Clauses 5.2.1, and 5.2.2, "21" is replaced with "14" days;
- (c) Clause 6 is deleted;
- (d) In Clause 7.1.1, the words, "exceeds 5% of the price" is replaced with "exceeds 1% of the price";
- (e) In Clause 8, the words "on reasonable grounds" in the first line of clause 8.1.1 are deleted and the words "and those grounds" in the first line of clause 8.1.2 are deleted.
- (f) Clauses 12.1 and 12.2 are deleted.
- (g) Clause 15 is amended by inserting "The Completion Date specified in this contract is essential" at the end of the clause;
- (h) In Clause 16.7, the words, "cash (up to \$2,000) or" are deleted;
- (i) Clause 16.8 is deleted;
- (j) Clause 16.12 – delete the words "if it is in NSW, but the Vendor must pay the Purchaser's additional expenses, including any agency or mortgagee fee";
- (k) Clause 18 is deleted;
- (l) Clause 21.6 is amended by inserting the words, "unless specified" at the end of the clause;
- (m) In Clause 23.9.1, "1%" is replaced with "5%";
- (n) Clauses 23.13 and 23.14 are deleted;
- (o) Clause 24.3 is deleted; and
- (p) In Clause 31.4, "7" is replaced with "2".

33A. Interpretation

Headings are for ease of reference only and do not affect the interpretation of this Contract. In the event of any discrepancy between these special conditions and the printed form of this contract these special conditions shall prevail.

33B. Acknowledgments by purchaser

- (a) The Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of:
 - (i) the presence of any sewer manhole or vent on or near the property;
 - (ii) any rainwater downpipe being connected to the sewer;
 - (iii) any environment hazard or contamination; and/or
 - (iv) any latent or patent defect in the property.
- (b) No warranty is made or given as to the particular state of repair, condition or fitness of the furnishings and chattels of this Contract and they are sold subject to their state or want of repair as at the date of making this Contract.
- (c) The Purchaser does not rely upon any statement, representation, warranty, condition or promise made or given by or on behalf of the Vendor except as set out in this Contract or implied by relevant legislation.
- (d) This Contract sets out a sufficient statement of the Vendor's title and the Purchaser shall not be entitled to require the Vendor to serve any further statement of the Vendor's title upon the Purchaser.

34. Representation and warranties

The Purchaser warrants that unless stated otherwise in the Contract, the Purchaser has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of:

- (a) the suitability of the property and improvement for any use other than the use permitted by the Council;
- (b) the location of the property; and
- (c) any financial return or income to be derived from the property.

Notwithstanding that prior to the date of this contract the Vendor or any person on behalf of the Vendor has furnished to the Purchaser information, forecasts or feasibilities relating directly or indirectly to the property, the Purchaser warrants that the Purchaser has relied entirely on enquiries relating to the property made by or on behalf of the Purchaser and that the Purchaser has sought independent legal advice on and is satisfied as to the obligations and rights of the Purchaser under this Contract.

35. Incapacity or liquidation

Without in any manner negating, limiting or restricting any rights or remedies which would have been available at Law, or in Equity had this clause not been included should either Vendor or Purchaser prior to completion;

- (a) die or be found by any court of competent jurisdiction to be incapable of administering his estate or affairs;
- (b) commit any act of bankruptcy, be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors; or
- (c) in the case of the Purchaser (or any one of them) being a company, resolve to go into liquidation or have a summons or application presented or an order made for its winding up, have an official manager or receiver appointed over the whole or part of its assets or undertaking, or enter into any deed of arrangement, assignment or composition for the benefit of creditors;

then the party not being affected, referred to in subclause (a), (b) or (c), may rescind this Contract by notice in writing to the other party whereupon the provisions of clause 19 shall apply.

36. GST where purchaser claims residential use

- (a) The property is residential premises under the "GST Act", A New Tax System (Goods and Services Tax) Act 1999.
- (b) The Purchaser agrees and warrants, on and after completion of this sale, to use the property predominantly for residential accommodation.
- (c) In the event of the Vendor is found being liable for GST, the Purchaser agrees to pay to the Vendor within fourteen (14) days after the Vendor's liability for GST on this sale is confirmed, the GST payable including any additional penalty and interest. The Vendor shall deliver to the Purchaser, as a precondition of such payment, a tax invoice in a form which complies with the GST Act.
- (d) This right continues after completion.

37. Introduction by a real estate agent

The Purchaser warrants that the purchaser was not introduced to the property by any real estate agent other than the agent named in the contract and indemnifies the vendor against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim.

38. FIRB approval

The Purchaser warrants to the Vendor that if it is a "foreign corporation" or "foreign person" as defined in the Foreign Acquisition & Take-Overs Act 1975 ("the Act"), it has obtained the Consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchaser of the Property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

39. Interest for late completion

- (a) If the Purchaser does not complete this Contract by the later of the completion date and the date the Vendor is ready, willing and able to complete ("the effective date") the Purchaser must pay:
- (i) in addition to the balance of the purchase price payable on completion, interest on the balance of the price at the rate of 12% per annum calculated on a daily basis from and including the effective date up to and including the actual date of completion; and
 - (ii) the sum of \$385.00 to cover legal costs and expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses, to be allowed by the Purchaser, as an adjustment on completion.

This special condition does not affect any other right, privilege, obligation or liability acquired under this contract.

- (b) If the Vendor is unable or unwilling to complete by the completion date then the effective date for this Clause 38 will be five clear business days after the Vendor give written Notice to the Purchaser that he is ready, willing and able to complete.

40. Time for completion

(a) If settlement has been scheduled and the Purchaser's representative, for whatsoever reason, fails to turn up or cancels the settlement without giving the Vendor's solicitor at least one business day's advance notice, then the Purchaser must on the actual settlement date pay the Vendor's solicitor's cost of \$330.00 as additional costs incurred arising from such cancellation of settlement. Both parties acknowledge and agree this is a fair and reasonable estimate of the additional costs.

(b) Should any event arise entitling either party to issue a Notice to Complete upon the other then the parties agree that a period of fourteen (14) days from the service of such a Notice making time of the essence shall be a proper and reasonable time.

41. Service of Transfer

If the Purchaser fails to serve the Transfer within the time limit of Clause 4 of the standard provisions, the Purchaser agrees to pay to the Vendor by way of adjustment at completion the sum of \$220.00 to cover the reasonable cost of arranging execution of the Transfer with short notice. Both parties acknowledge and agree this is a fair and reasonable estimate of the additional costs. This clause does not apply if the parties complete this sale in PEXA.

42. Deposit Release

Notwithstanding anything else herein contain, the Purchaser agrees to release to the Vendor or as the Vendor may direct, the deposit or so much of the deposit as is required by the Vendor. The execution of this Contract shall be full and irrevocable authority to the deposit holder named herein to release such deposit.

43. Sewerage Diagram

The Purchaser acknowledges that the sewerage service diagram or advice as to its availability attached to this contract, if any, is that currently available from Sydney Water. The Purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of the Drainage Works and in particular:

- (a) arising out of any easement required to be granted; and
- (b) whether the property is constructed wholly or partly over the sewer of Sydney Water, provided that the Drainage Works are carried out with the approval of Sydney Water; or
- (c) the non-availability of the sewerage service diagram.

The provisions of this clause shall not merge on completion of this Contract.

44. Encumbrances

The Purchaser cannot make any claim, objection or requisition or rescind, terminate or delay completion regarding any lease, mortgage or caveat affecting the property and

- will accept an executed discharge of mortgage(s) and withdrawal of caveat(s) at completion in satisfaction of the vendor's obligation to give an unencumbered title,
- and the vendor will allow the purchaser the registration fees payable to the land titles office.

The Purchaser must complete this Contract despite any caveat lodged by the Purchaser, or any person claiming an interest through the Purchaser, and the Vendor will not pay any fees.

45. Disclosure

In satisfaction of the Vendor's obligation of disclosure, all matters contained in this Contract and its annexures, are disclosed both as to the general information as well as the specific detail they contain, regardless of whether any other specific reference is made to that item or detail or it is just apparent from the document or diagram. The Purchaser warrants and agrees that the Purchaser is satisfied with and the Vendor has, and shall be deemed to have made all disclosures necessary for the purposes of any Vendor warranty.

46. Swimming Pool or Spa

If there is a swimming pool and / or a spa, the vendor discloses that the property may not comply with the requirements of the local council or Swimming Pools Act 1992 or any other authority, act or regulation. The purchaser cannot make any claim, objection, or requisition, rescind or terminate or delay completion in respect of any of these matters once a Certificate relating to compliance or otherwise has been issued.

47. Improvements

In respect of any improvements on the land being sold:

47.1 If there is a survey report annexed, the Vendor does not warrant the accuracy, completeness, or currency of the report.

47.2 The Purchaser shall satisfy themselves, and shall be deemed to have satisfied themselves, as to the property's compliance with the requirements of any responsible authority or any restrictions on use. Whether under the provisions of the *Environmental Planning and Assessment Act*, as amended, the *Local Government Act*, as amended, or any other statute ordinance, regulation or registered instrument, whether relating to the zoning, use, construction, limitation or compliance of residential buildings, or any covenant, easement or restriction, or strata by-laws. The Purchaser warrants that the Purchaser has satisfied themselves in those respects. The Purchaser cannot make any claim, objection or requisition, rescind, terminate or delay completion in relation to any matter referred to or omitted from, the survey report, or in respect of any improvements erected on the land.

48. Reduced Deposit

This clause applies only if the Vendor accepts and agrees in writing a deposit of less than 10% on exchange of contracts. Regardless of the amount itemised as Deposit on the front page of this contract and clause 2.2, the Deposit shall be 10% of the Price and it is to be paid as follows:

48.1 where there is a cooling off period, 0.25% of the Price shall be paid to the Vendor's agent on exchange of contracts, and then; the balance of the deposit shall be paid to the Vendor's agent prior to the expiration of the cooling off period

48.2 where there is no cooling off period and the Vendor has agreed to exchange contracts on less than 10% deposit, then 5% (or such greater percentage as was agreed) of the Price shall be paid to the vendor's agent on exchange of contracts and

48.3 in either case, the balance of the 10% deposit, shall be paid to the Vendor on completion or immediately upon the vendor making demand. The Vendor will not make demand unless and until the Purchaser makes a default under this contract.

Time is essential in respect of the actions to be done by the Purchaser. If the Contract is terminated and the deposit is forfeited to the Vendor, the Vendor shall be entitled to recover the outstanding deposit from the Purchaser as liquidated damages, separately or in addition to any other rights the vendor may have.

49. Deposit Bond

(Deleted)

50. Finance

The Purchaser warrants to the Vendor that the purchaser either holds a current loan approval which is sufficient to enable the purchaser to complete this contract or does not require finance to complete this contract.

51. Purchasers' Warranties

The Purchaser acknowledges that the vendor relies on the warranties made by the Purchaser and that the vendor may enter into other contractual obligations on or after the date of this contract in reliance on the Purchasers' warranties. The Purchaser shall remain liable to the Vendor for all damages arising from breach of any warranty by the Purchaser regardless of: any rights the Purchaser may have in law or in equity, or termination of the contract

52. Tenancies

If the property is subject to any existing tenancies:

- the Vendor does not warrant that the tenant will continue to remain in the property
- if the lease has expired and the Purchaser requires vacant possession, the Purchaser must tell the Vendor in writing, within 3 days after the date of the Contract.
- Time is essential.
- If the Purchaser does not so advise then the Purchaser must accept the tenancy.

Where vacant possession is required by the Purchaser on completion and the lease has expired, the vendor will use their best endeavours to have the tenant vacate the property by the completion date. The Purchaser cannot make any claim, objection, or requisition, rescind or terminate, or delay completion in respect of any of these matters.

53. Qualified and/or Limited Title

If title to the property is qualified and/or limited title the Purchaser relies on the Torrens Title Register and on the survey description of the property detailed in the deposited plan, if any.

The Vendor will not be required to

- adduce, abstract or prove the Old System Title nor
- obtain or provide a survey plan of redefinition, delimitation or any other survey, plan or definition of the boundaries to the property.

The Purchaser cannot make any claim, objection, or requisition, rescind or terminate, or delay completion in respect of any of these matters.

54. Strata Properties

Where the Owners Corporation consists of no more than three units and the Vendor is not able to obtain a Section 184 Certificate the Purchaser agrees to settle without a Section 184 Certificate and shall make no claim, requisition or demand in this regard.

55. Building Certificate

This Contract is not conditional upon the issue of a Certificate under section 172 of the Local Government Act (NSW)1993 in respect of the whole or any part of the property. The Purchaser will not require the Vendor to make application for or do anything towards obtaining such a certificate, or otherwise to comply with the requirements of the Local Council relating to the issue of such a certificate.

56. Caveat

The Purchaser must not register any caveat against any of the Certificate of Title relating to the Land or Property notifying its interest under the Contract. This is an essential term of the Contract.

57. Special Levy

Where a special levy is payable from the date of this Contract, the Purchaser shall be responsible for such special levy. This clause shall not merge on completion.

58. Requisitions

The requisitions or general questions about the Property or title must be in the form of the attached requisitions.

59. Guarantee

If the Purchaser is a corporation the Purchaser must provide a written Guarantee on terms satisfactory to the Vendor with two guarantors being two of the directors of the Purchaser or, if the Purchaser is a sole director/secretary corporation, that sole director/secretary.

60. Excluded Property

The following is personal property of the vendor and is excluded from the Contract of Sale:

- (a) 2 Sago Trees in the backyard garden bed.
- (b) 5 Japanese Maples along the backyard side fence.
- (c) Fountain in the backyard.
- (d) Upright Standing Outdoor Garden Light in the backyard.

61. Extension or Improvement

The Purchaser accepts that there may be extension(s) or improvement(s) on the Property that may not have approval from any authority. This includes the kitchen and study added to the Property. The Purchaser may not rescind the Contract as a result. The Purchaser indemnifies and keeps indemnified the Vendor from any claims related to any extension or improvement to the Property.

If the Purchaser approaches any authority for certification or approval of any extension or improvement that results in any orders or requirements for rectification from the authority; the Purchaser will solely bear the costs of the rectification and indemnify the Vendor against all liabilities arising therein.

This clause does not merge upon Completion.

SECTION 66W CERTIFICATE

I _____ of _____

, Solicitor, certify as follows:-

1. I am a Solicitor currently admitted to practise in New South Wales.

I am giving this Certificate in accordance with Section 66W of the
Conveyancing Act 1919 with reference to a Contract for the sale of
property at _____ ,
from _____ (the vendor)
to _____ (the purchaser)
in order that there is no cooling off period in relation to that Contract.

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

3. I have explained to the purchaser:

1. the effect of the Contract for the purchase of that property;
2. the nature of this Certificate;
3. the effect of giving this Certificate to the vendor, ie. that
there is no cooling off period in relation to the Contract.

DATED:

.....

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

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

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

Affectations, notices and claims

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

Owners corporation management

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

Capacity

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

Requisitions and transfer

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



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/SP94321

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
25/3/2021	10:50 AM	2	11/7/2019

LAND

LOT 4 IN STRATA PLAN 94321
AT WEST RYDE
LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

GUO HUA CHEN
DING QIN ZHOU
AS JOINT TENANTS

(T AP387572)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94321
- 2 SP94321 POSITIVE COVENANT
- 3 SP94321 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glsalg

PRINTED ON 25/3/2021

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: C4/S4P9321

SEARCH DATE	TIME	EDITION NO	DATE
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25/3/2021	10:55 AM	2	27/Q/201P

LAND

THE COMMON 4RO4ERTY IN THE STRATA SCHEME ZASED ON STRATA 4LAN P9321
WITHIN THE 4ARCEL SHOWN IN THE TITLE DIAGRAM

AT WEST RYDE
LOCAL GOVERNMENT AREA RYDE
4ARISH OF HUNTERS HILL COUNTY OF CUMZERLAND
TITLE DIAGRAM S4P9321

FIRST SCHEDULE

THE OWNERS - STRATA 4LAN NOJ P9321
ADDRESS FOR SERVICE OF DOCUMENTS:
2P-31 GA(A ROAD
WEST RYDE NSW 2119

SECOND SCHEDULE 819 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT8S)
- 2 A232*Q9 COVENANT AFFECTING THE 4ART SHOWN SO ZURDENED IN
THE TITLE DIAGRAMJ
- 3 Z323300 EASEMENT 3J05 METRE8S) WIDE AFFECTING THE 4ART8S)
SHOWN SO ZURDENED IN THE TITLE DIAGRAM
- 9 Z3P3P9* EASEMENT 3J05 METRE8S) WIDE AFFECTING THE 4ART8S)
SHOWN SO ZURDENED IN THE TITLE DIAGRAM
- 5 Z3232PP RIGHT OF WAY A44URTENANT TO THE 4ART8S) SHOWN SO
ZENEFITED IN THE TITLE DIAGRAM AFFECTING THE 4ART
SHOWN SO ZURDENED IN VOL 505* FOL 292
- * D411*2013 EASEMENT TO DRAIN WATER OVER EgISTING LINE OF 4I4ES
AFFECTING THE 4ART8S) SHOWN SO ZURDENED IN THE TITLE
DIAGRAM
- 7 D411*2013 EASEMENT TO DRAIN WATER OVER EgISTING LINE OF 4I4ES
A44URTENANT TO THE LAND AZOVE DESCRIZED
- Q D4129Q7PP EASEMENT FOR ACCESS 4UR4OSES 2J5 METRE8S) WIDE
A44URTENANT TO THE LAND AZOVE DESCRIZED
- P D4129Q7PP RIGHT OF WAY 2J5 METRE8S) WIDE A44URTENANT TO THE
LAND AZOVE DESCRIZED
- 10 S4P9321 4OSITIVE COVENANT
- 11 S4P9321 RESTRICTION8S) ON THE USE OF LAND
- 12 A49Q7P*5 THIS EDITION ISSUED 4URSUANT TO SJ111 REAL 4RO4ERTY
ACT1 1P00
- 13 A49Q7P** CONSOLIDATION OF REGISTERED ZY-LAWS

END OF 4AGE 1 - CONTINUED OVER

sa as

4RINTED ON 25/3/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: C4/S4P9321

4AGE 2

SECOND SCHEDULE 819 NOTIFICATIONS) 8CONTINUED)

19 A49Q7P** CHANGE OF ZY-LAWS

SCHEDULE OF UNIT ENTITLEMENT 8AGGREGATE: 100)

STRATA 4LAN P9321

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 11	2	- 11	3	- 11	9	- 11
5	- *	*	- *	7	- *	Q	- *
P	- 1*	10	- 1*				

NOTATIONS

UNREGISTERED DEALINGS: NIL

END OF SEARCH

sa as

4RINTED ON 25/3/2021

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(X) EASEMENT TO DRAIN WATER OVER EXISTING
LINE OF PIPES (DP 1162013)
(Y) EASEMENT 3.05 WIDE (B3233300)
(Z) EASEMENT 3.05 WIDE (B393946)
(W) COVENANT (A232684)
- BENEFITED BY RIGHT OF WAY (B3232299)



SP94321

GROUND FLOOR PLAN

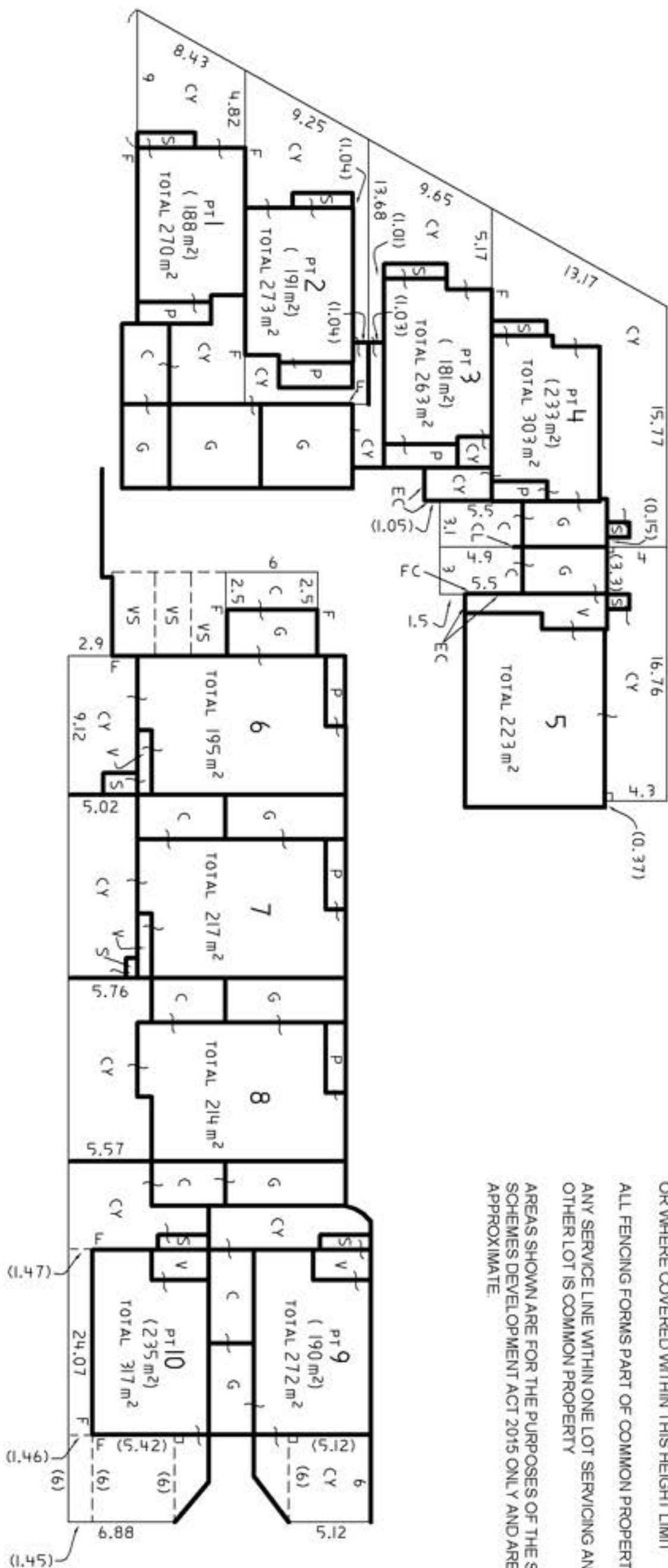
THE STRATUM OF THE VERANDAHS, PATIOS, STAIRS & CAR SPACES ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE UPPER SURFACE CONCRETE FLOOR SLABS EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

THE STRATUM OF THE COURT YARDS ARE LIMITED TO 8 BELOW AND 3 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR SLAB OF THE RESPECTIVE UNIT EXCEPT WHERE LIMITED BY THE STRUCTURE BELOW OR WHERE COVERED WITHIN THIS HEIGHT LIMIT

ALL FENCING FORMS PART OF COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE.



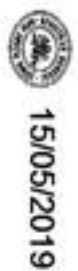
LEGEND

- P DENOTES PATIO
- CY DENOTES COURT YARD
- CL DENOTES CENTRE LINE OF NIB WALL
- V DENOTES VERANDAH
- EC DENOTES EDGE OF CONCRETE
- FC DENOTES PROLONGATION OF EDGE OF CONCRETE
- F DENOTES PROLONGATION OF FACE OF WALL
- G DENOTES GARAGE
- VS DENOTES VISITOR CAR SPACE
- C DENOTES CAR SPACE

90 DENOTES 90 DEGREE RIGHT ANGLE

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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Surveyor: IVAN BABIC
Surveyor's Reference: 1878
Subdivision No: 592018
Lengths are in metres. Reduction Ratio 1: 300



SP94321

FIRST FLOOR
PLAN



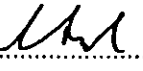
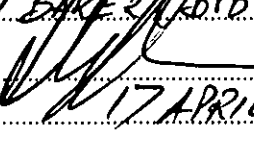
LEGEND

B DENOTES BALCONY

THE BALCONIES ARE COVERED.

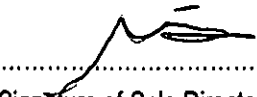
10	20	30	40	50	Table of mm	90	100	110	120	130	140
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Surveyor: IVAN BABIC Surveyor's Reference: 1878 Subdivision No: 592018 Lengths are in metres. Reduction Ratio 1: 300	Registered 15/05/2019	SP94321
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Office Use Only			only		
Registered:  15/05/2019			 SP94321 S		
PLAN OF SUBDIVISION OF LOT 100 IN DP 1223752			LGA: RYDE Locality: WEST RYDE Parish: HUNTERS HILL County: CUMBERLAND		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents No.29-31 Gaza Road West Ryde NSW 2114 Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A*B- Smoke penetration: Option *A*B- (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) ~~* The strata by-laws lodged with the plan.~~		
Surveyor's Certificate I, IVAN BABIC of PO BOX 2228 STRAWBERRY HILLS 2012 being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. ~~*The building encroaches on:-~~ ~~* (a) a public place~~ ~~* (b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^~~ Signature:  Date: 05/10/2018 Surveyor ID: 1604 Surveyor's Reference: 1878 ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Strata Certificate (Accredited Certifier) I, <u>DENNY LINKER</u> being an Accredited Certifier, accreditation number <u>BIB 0232</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . ~~*(a) This plan is part of a development scheme.~~ ~~*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.~~ ~~*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.~~ Certificate Reference: <u>5920189</u> Relevant Planning Approval No: <u>17/99C64/18</u> issued by: <u>IAN BAKER (BIB 0017)</u> Signature:  Date: <u>17 APRIL 2019</u> ^ Insert lot numbers of proposed utility lots.		

* Strike through if inapplicable

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)																								
Office Use Only		Only																								
Registered:  15/05/2019		SP94321																								
<i>TERENCE ROSS HOULAHAM</i> <i>of T&H Valuation Services API</i> VALUER'S CERTIFICATE I, <i>Terence Ross Houllahan</i> being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i>, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with <i>Schedule 2 Strata Schemes Development Act 2015</i> Signature: <i>Terence Ross Houllahan</i> Date: <i>15/2/2019</i>																										
SCHEDULE OF UNIT ENTITLEMENT																										
<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">LOT No.</th> <th style="padding: 5px;">U.E.</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">1</td><td style="padding: 5px;">11</td></tr> <tr><td style="padding: 5px;">2</td><td style="padding: 5px;">11</td></tr> <tr><td style="padding: 5px;">3</td><td style="padding: 5px;">11</td></tr> <tr><td style="padding: 5px;">4</td><td style="padding: 5px;">11</td></tr> <tr><td style="padding: 5px;">5</td><td style="padding: 5px;">6</td></tr> <tr><td style="padding: 5px;">6</td><td style="padding: 5px;">6</td></tr> <tr><td style="padding: 5px;">7</td><td style="padding: 5px;">6</td></tr> <tr><td style="padding: 5px;">8</td><td style="padding: 5px;">6</td></tr> <tr><td style="padding: 5px;">9</td><td style="padding: 5px;">16</td></tr> <tr><td style="padding: 5px;">10</td><td style="padding: 5px;">16</td></tr> <tr><td style="padding: 5px;">TOTAL</td><td style="padding: 5px;">100</td></tr> </tbody> </table>			LOT No.	U.E.	1	11	2	11	3	11	4	11	5	6	6	6	7	6	8	6	9	16	10	16	TOTAL	100
LOT No.	U.E.																									
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Surveyor's Reference: 1878																										

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)																																																																									
Office Use Only			Office Use Only																																																																										
Registered:  15/05/2019			SP94321																																																																										
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>																																																																													
<table border="1"><thead><tr><th>LOT NUMBER</th><th>SUB-ADDRESS NUMBER</th><th>ADDRESS NUMBER</th><th>ROAD NAME</th><th>ROAD TYPE</th><th>LOCALITY</th></tr></thead><tbody><tr><td>CP</td><td>N/A</td><td>29-31</td><td>GAZA</td><td>ROAD</td><td>WEST RYDE</td></tr><tr><td>1</td><td>1</td><td>29-31</td><td>GAZA</td><td>ROAD</td><td>WEST RYDE</td></tr><tr><td>2</td><td>2</td><td>29-31</td><td>GAZA</td><td>ROAD</td><td>WEST RYDE</td></tr><tr><td>3</td><td>3</td><td>29-31</td><td>GAZA</td><td>ROAD</td><td>WEST RYDE</td></tr><tr><td>4</td><td>4</td><td>29-31</td><td>GAZA</td><td>ROAD</td><td>WEST RYDE</td></tr><tr><td>5</td><td>5</td><td>29-31</td><td>GAZA</td><td>ROAD</td><td>WEST RYDE</td></tr><tr><td>6</td><td>6</td><td>29-31</td><td>GAZA</td><td>ROAD</td><td>WEST RYDE</td></tr><tr><td>7</td><td>7</td><td>29-31</td><td>GAZA</td><td>ROAD</td><td>WEST RYDE</td></tr><tr><td>8</td><td>8</td><td>29-31</td><td>GAZA</td><td>ROAD</td><td>WEST RYDE</td></tr><tr><td>9</td><td>9</td><td>29-31</td><td>GAZA</td><td>ROAD</td><td>WEST RYDE</td></tr><tr><td>10</td><td>10</td><td>29-31</td><td>GAZA</td><td>ROAD</td><td>WEST RYDE</td></tr></tbody></table>						LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY	CP	N/A	29-31	GAZA	ROAD	WEST RYDE	1	1	29-31	GAZA	ROAD	WEST RYDE	2	2	29-31	GAZA	ROAD	WEST RYDE	3	3	29-31	GAZA	ROAD	WEST RYDE	4	4	29-31	GAZA	ROAD	WEST RYDE	5	5	29-31	GAZA	ROAD	WEST RYDE	6	6	29-31	GAZA	ROAD	WEST RYDE	7	7	29-31	GAZA	ROAD	WEST RYDE	8	8	29-31	GAZA	ROAD	WEST RYDE	9	9	29-31	GAZA	ROAD	WEST RYDE	10	10	29-31	GAZA	ROAD	WEST RYDE
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE;																																																																													
1. POSITIVE COVENANT																																																																													
2. RESTRICTION AS TO USE OF LAND																																																																													
EXECUTED BY ENLIGHTEN MANAGEMENT PTY LTD. ACN: 604 284 068																																																																													
 Signature of Sole Director/Secretary SONGNAN HUANG Name of Sole Director/Secretary																																																																													
Surveyor's Reference:1878																																																																													

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Office Use Only		9 Only
Registered:  15/05/2019	SP94321	

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

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

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]

Signature of Witness:

Name of Witness: Sharon Samuels

Address of Witness: 150 Collins Street
Melbourne VIC 3000

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

SIGNED by Catherine Momo as attorney
for Westpac Banking Corporation ABN 33 007 457
141 under power of attorney registered Book 4299
no. 332

(Signature) Tier Three Attorney

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

**s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*

**Instrument setting out terms of Positive Covenant & Restriction as to Use of
Land intended to be created pursuant to Section 88B Conveyancing Act 1919.**



(Sheet 1 of 6 sheets)

SP94321 B

Plan of subdivision of Lot 100 in D.P.1223752
covered by Subdivision Certificate No.

Full name and address
of the owners of the land:

Enlighten Management Pty Ltd
6 Kuhn Place, Nicholls
ACT 2913

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easements, etc referred to in the plan.	Burdened Lots:	Benefited Lots/Auth ority
1	Positive Covenant	Each Lot & Common Property	Council of the City of Ryde
2	Restriction as to Use of Land	Each Lot & Common Property	Council of the City of Ryde

**Name of authority whose consent is required to release, vary or modify the items
numbered 1-2 in the plan:**

Ryde Council

1. Terms of Positive Covenant firstly referred to in the abovementioned plan;

1. In these terms-

- a. "Area" means the site of the restriction or covenant shown or marked on the plan to which these terms relate, and if no such site is shown or marked, then "Area" means the whole, and every part, of the lot burdened;
- b. "Council" means the Council of the City of Ryde, and includes its servants and authorised

Approved by Council of the City of Ryde

.....*DP*.....

Authorised Person

Instrument setting out terms of Positive Covenant & Restriction as to Use of Land intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 2 of 6 sheets)

SP94321

Plan of subdivision of Lot 100 in D.P.1223752
covered by Subdivision Certificate No.

agents;

c. "Owner" means the registered proprietor for the time being of the lot burdened, their successors and assigns and anyone claiming through the registered proprietor;

d. "System" means the culvert designed to convey water across the lot and includes all ancillary pipes, drains, swales, kerbs, pits, grates, fittings, chambers, tunnel and surfaces which are designed to convey water;

e. Where there is more than one more Owner the terms of this covenant and restriction bind the Owners jointly and severally; and

f. The singular includes the plural, and vice versa.

2. The Owner will at his own expense well and sufficiently maintain and keep in good and substantial repair and working order the System in accordance with the design, dimensions, specifications and performance standards approved by the Council.

3. Without limiting the obligations in clause 2, the Owner must-

a. keep the System clean and free from obstructions, rubbish and debris;

b. maintain and repair the System at the sole expense of the Owner so that it functions in a safe and efficient manner;

c. permit the Council from time to time and upon giving reasonable notice (but in the case of an emergency, at any time and without notice) to enter the Area and inspect the System for compliance with the requirements of this covenant;

d. comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

4. Without limiting its powers under Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers-

a. In the event that the Owner fails to comply with any written notice from the Council as set out above the Council may enter the lot burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in clause 3(d) above ("Work").

b. The Council may recover from the Owner in a Court of competent jurisdiction:

i. any expense reasonably incurred by it in exercising its powers under sub-paragraph 4(a). Such expense shall include reasonable wages for the Council's employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the Work.

ii. legal costs on an indemnity basis for the issue of the notices and recovery of the costs and

Approved by Council of the City of Ryde

.....*PP*.....

Authorised Person

Instrument setting out terms of Positive Covenant & Restriction as to Use of Land intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 3 of 6 sheets)

SP94321

Plan of subdivision of Lot 100 in D.P.1223752 covered by Subdivision Certificate No.

expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

5. Without limiting any other right of the Council, the Owner indemnifies and agrees to keep indemnified the Council from and against any claim, loss or damage (including legal costs on a full indemnity basis) which the Council may suffer due to, and/or which arises from, the non-compliance with or departure from these terms by the Owner (whether by act or omission).

6. The name of the body empowered to release, vary or modify the restriction or covenant referred to in these terms is: **Council of the City of Ryde**

2. Terms of Restriction as to use of Land secondly referred to in the abovementioned plan;

1. In these terms-

a. "Area" means the site of the restriction or covenant shown or marked on the plan to which these terms relate, and if no such site is shown or marked, then "Area" means the whole, and every part, of the lot burdened;

b. "Council" means the Council of the City of Ryde, and includes its servants and authorised agents;

c. "Owner" means the registered proprietor for the time being of the lot burdened, their successors and assigns and anyone claiming through the registered proprietor.

d. A reference to Area extends to all pipes, drains, walls, kerbs, pits, gratings, fencing and all surfaces graded to direct water in, over, under or through the Area;

e. Where there is more than one more Owner the terms of this covenant and restriction bind the owners jointly and severally; and

f. The singular includes the plural, and vice versa.

2. The Owner must not-

a. do or permit or suffer to be done anything which would obstruct or impede the free flow of water in, over, under or through the Area in any way;

b. (except as clause 3 provides) erect, construct or place on or within the Area or permit or suffer to be erected constructed or placed on or within the Area any building, structure, fence, retaining wall, obstruction of any nature without the prior consent in writing of the Council, or

c. otherwise alter or permit or suffer any alteration to the surface level of the Area without the prior consent in writing of the Council.

3. Without limiting the obligations in clause 2, the Owner must-

Approved by Council of the City of Ryde

.....*DP*.....

Authorised Person

**Instrument setting out terms of Positive Covenant & Restriction as to Use of
Land intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 4 of 6 sheets)

SP94321

Plan of subdivision of Lot 100 in D.P.1223752
covered by Subdivision Certificate No.

-
- a keep the Area clean and free from obstructions, rubbish and debris;
b. maintain and repair the Area at the sole expense of the Owner so that it functions (as an overland flow path for the free passage of water) in a safe and efficient manner;
c. permit the Council from time to time and upon giving reasonable notice (but in the case of an emergency, at any time and without notice) to enter and inspect the Area for compliance with the requirements of this covenant;
d. comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

4. Clause 2(b) does not apply to a fence of a permeable nature, being a fence that does not (in the opinion of the Council) obstruct or impede the free flow of water in any way.

5. Without limiting its powers under Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers-

a. In the event that the Owner fails to comply with any written notice from the Council as set out above the Council may enter the lot burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in clause 3(d) above ("Work").

b. The Council may recover from the Owner in a Court of competent jurisdiction:

i. any expense reasonably incurred by it in exercising its powers under sub-paragraph 5(a). Such expense shall include reasonable wages for the Council's employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the Work.

ii. legal costs on an indemnity basis for the issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

Approved by Council of the City of Ryde

.....

Authorised Person

Instrument setting out terms of Positive Covenant & Restriction as to Use of
Land intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 5 of 6 sheets)

SP94321

Plan of subdivision of Lot 100 in D.P.1223752
covered by Subdivision Certificate No.

6. Without limiting any other right of the Council, the Owner indemnifies and agrees to keep indemnified the Council from and against any claim, loss or damage (including legal costs on a full indemnity basis) which the Council may suffer due to, and/or which arises from, the non-compliance with or departure from these terms by the Owner (whether by act or omission).
7. The name of the body empowered to release, vary or modify the restriction or covenant referred to in these terms is: **Council of the City of Ryde.**

EXECUTED by Enlighten Management Pty Ltd.
ACN 604 284 068 pursuant to Section 127(1)
Corporations Act 2001 and by authority of the
Director in the presence of;


Signature of Sole Director/Secretary

SONGNAN HUANG
Name of Sole Director/Secretary


Signature of Witness

Q. WANG
Name of Witness

3601/2 Cunningham St
Sydney NSW 2000
Certified Public Accountant
Address and occupation of Witness

WESTPAC BANKING CORPORATION

I certify that the Attorney for the
Mortgagee, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed this

14-Dec-2018 in
my presence.


Signature of Witness
CODY ZHANG

Name of Witness
1/11, 15 London CG, Canberra
Address of witness. ACT 2601

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents
to the within

- ☒ Linen Plan ☐ Lease
☒ Instrument ☐ Deed


Signature
Stephen Smarjeto

Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332 121022 (NCT)
*Delete whichever not applicable

Approved by Ryde Council 

Authorised Person

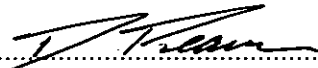
**Instrument setting out terms of Positive Covenant & Restriction as to Use of
Land intended to be created pursuant to Section 88B Conveyancing Act 1919.**

(Sheet 6 of 6 sheets)

SP94321

Plan of subdivision of Lot 100 in D.P.1223752
covered by Subdivision Certificate No.

Ryde Council by its authorised delegate pursuant to s.377 Local Government Act 1993

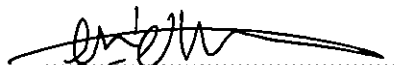


(Signature of delegate)

DANIEL PEARSE

(Name of delegate)

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



(Signature of witness)

MYRA MALEK

(Name of witness)

3 Richardson Pl, North Ryde 2113

(Address of witness)

REGISTERED



15/05/2019

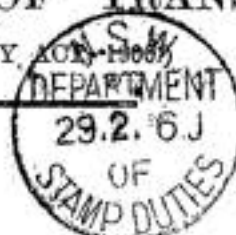
Approved by Council of the City of Ryde

Authorised Person

Endorsement

Certificate

MEMORANDUM OF TRANSFER



A
232684



FEE SIMPLE.

(E)

I, FREDERICK BLAXLAND of Cooma, Solicitor,

A 232684

- b If a less estate, strike out "in fee simple," and interline the required alteration.
- c All subsisting encumbrances must be noted hereon. (See page 2.)
- d If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in *fee simple*^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of ^d Forty two pounds ten shillings

(£ 42:10:0)

- e Name, residence, occupation, or other designation, in full, of transferee.
- If a minor, state of what age, and forward certificate or declaration as to date of birth.
- If a married woman, state name, residence, and occupation of husband.

paid to me by^e JOSEPH FREDERICK FURNISS of Ryde, Engineer,

the receipt whereof I hereby acknowledge,

- f If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said^f Joseph Frederick Furniss

- g Area in acres, rods, or perches.

All my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing^g

- h Parish or town and county.

situate in^h Ryde, Parish of Hunters Hill, County of Cumberland

- i "The whole" or "part," as the case may be.

beingⁱ part of the land comprised in^j Certificate of Title

- j "Crown grant," or "Certificate of Title."

- k Strike out if not appropriate.

dated 10th September 1888 registered volume No. 905 folio 111

~~And also in the pieces of land as follows:~~

Being Lot 6 Section 5 on Deposited Plan No.3646 And the said Trans-
ferree doth hereby for himself his heirs executors administrators and
assigns covenant with the said Transferrer his heirs executors ad-
ministrators and assigns (that he the said Transferee his heirs
executors administrators or assigns will not at any time hereafter
erect or build or permit or suffer to be erected or built upon the
Lot hereby transferred or any part thereof any house building or
erection of less value than Two hundred and fifty pounds (£250))

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, Gd.]

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

- p See note "c," page 1.
A very short note of
the particulars will
suffice.

[Rule up all blanks before signing.]

- m If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferror is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESS
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferror or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained
to him, and that he
appeared fully to un-
derstand the same."

- n Repeat attestation for
additional parties if
required.

In witness whereof, I have hereunto subscribed my name, at Cooma
the twenty fourth day of February in the year
of our Lord one thousand nine hundred and sixteen

Signed in my presence by the said

FREDERICK BLAXLAND

WHO IS PERSONALLY KNOWN TO ME

W. Maudslayi m

Signed^a

Robert Cooma

Fred. Blaxland
Transferror.*

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited,
accompanied by the usual declaration that no notice of revocation has been received.

For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

JOSEPH FREDERICK FURNISS

WHO IS PERSONALLY KNOWN TO ME

Joseph Frederick Furniss

J. F. Furniss
Transferee.

(The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at

, the

day of

, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

Name of witness and residence.

Name of Transferrer.

Name of Transferrer.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Lodged by

(Name) *J. H. King*
(Address) *107 Beigh St. Sp.*

J. H. King
1946

Lot 6. Sec 5. DP 3646
Ryde
subject to court

7. Blackland Transferor.
Joseph Frederick Farniss Transferee.

Particulars entered in the Register Book, Vol. 905
Folio III

232683

the *8* day of *March*, 19*16*
at *39* minutes *pt 3* o'clock
in the *after* noon.



A 237701 2 lines
A 143408
A 201572

MAR 13 A.M.		DATE	INITIAL
SENT TO CHIEF BRANCH		13 MAR 1916	<i>At R</i>
REMOVED FROM RECORDS		MAR 13 P.M.	<i>At R</i>
DRAFT WRITTEN		MAR 20 1916	<i>CB</i>
DRAFT FORWARDED		MAR 20 1916	<i>Ryde</i>
DRAFT COMPLETE		16.3.16	<i>At R</i>
DRAFTS FORWARDED		17.3.16	<i>20</i>
REMOVED FROM RECORDS			
CERTIFICATE ENCLOSED		MAR 22 1916	<i>R</i>
SUPT. OF ENCL. SERG.			
DEP. REGISTRAR GENERAL			
2652 * 219			
VOL			
FHE			

MAR 13 A.M.
MAR 28 1916

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 50s. will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1878, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

If a less estate, strike out "in fee simple," and interline the required alteration.

If to two or more, state whether as joint tenants or tenants in common.

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. " Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L. G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

B 323299 (herein called transferror)

B 323299

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of the grant to it by EDGAR HERBERT TURNER, of Ryde Engineer and Architect, of the receipt whereof is hereby acknowledged - paid to --- by

MARY HARRIETT TURNER his wife (herein called transferees) of certain rights and liberties in relation to part of the land comprised in Certificate of Title Volume 2652 folio 219 as set forth in Memorandum of Transfer of even date herewith doth hereby grant and transfer to the Transferees as joint tenants and as appurtenant to the land comprised in the said Certificate of title such rights and liberties as are hereinafter mentioned ~~do hereby transfer to the said transferees~~ along over and upon ~~the said~~ Estate and Interest in ALL THE land mentioned in the schedule following:—

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Hunters Hill	Part as shown edged <u>blue</u> upon the plan marked "A" annexed to the hereinbefore mentioned transfer of even date herewith.	<u>1576</u>	<u>71</u>

And the transferee covenants with the transferor THAT is to say full and free right and liberty at all times hereafter and for all purposes connected with the use and occupation of the land comprised in the said Certificate of Title Volume 2652 folio 219 to enter upon go return pass and repass along over and upon the land shown edged blue upon the plan aforesaid PROVIDED that nothing herein contained shall be deemed in any manner to prejudice or affect the transferor in the exercise upon the said land so shown edged blue of any of its statutory rights powers and authorities or to render the transferor liable to make any compensation to the transferees in respect of any damage that may be sustained by the transferees by reason of interruption of or interference with the rights and liberties hereinbefore granted to them by or in consequence of any such exercise or any of the statutory rights powers and authorities of the transferor.

ENCUMBRANCES, &c., REFERRED TO.

N11.

Signed at *Sydney*

the *eleventh* day of *February* 1925

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witnesses must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Signed in my presence by the transferor
The Common Seal of THE METROPOLITAN
WATER, SEWERAGE AND DRAINAGE
BOARD was annexed hereto in the presence of
a quorum of the Board on the Twenty-fourth
day of February 1926 AS

Witness the hands of.....
 THOMAS BRYCE COOPER
 and..... BENJAMIN RICHARDS
two of the members
 in whose presence the seal was so affixed.

Signed in my presence by the transferee:

WHO ^{2nd} ~~IS~~ PERSONALLY KNOWN TO ME

Accepted, and I hereby certify this _____ correct
for the purposes of the Real Property Act.

E. H. Lunn
M. W. Lunn Transcribed.

Monroe Road
Secretary.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

CONVEYANCE OF MORTGAGEE.

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 192

Mortgagee.

h Consents by Trustees must show consideration.

Signed in my presence by who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 192

Signed at the place and on the date above-mentioned, in the presence of—

i This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1915, or the Execution of Trusts (War Facilities) Act, 1917.

j Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand nine hundred and twenty the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

k May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Part Lot 25 & a reserve of Sec B in D.P. 2322
Shire Ryde
Municipality
Parish Hunters Hill County
Edgar Herbert Turner as joint tenant
Mary Harriett Turner as joint tenant
Transferees

Particulars entered in Register Book, Vol 1576 Fol. 71 and Vol 2652 Fol. 219

the 31st day of March 1926 at minutes, 4 o'clock in the afternoon.

Registrar-General

B 323299

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
VOL	FOL.	
Diagram Fees		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession; or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferrer may take out a new Certificate for the residue.

Reg:R573673 /Doc:B323300 /Rev:22-Sep-2009 /NSW LRS /Pgs:ALL /Prt:25-Mar-2021 11:11 /Seq:1 of 2
© Office of the Registrar-General /Src:GLOBALX /Ref:glsgal 1
Encumbrance.....
Certificate.....
We, EDGAR HERBERT TURNER of Ryde, Engineer and
MARY HARRIETT TURNER his wife as joint tenants
being registered as the proprietors of an estate in fee simple, in the land hereinafter described,
subject, however, to such encumbrances, liens and interests as are notified hereunder, in
consideration of TEN SHILLINGS B323300 ...
(£ 10/-) (the receipt whereof is hereby acknowledged) paid to us by
THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD (herein called Transferree)
do hereby with the consent of The Intercolonial Investment Land and Building
Company Limited (testified by it affixing its common seal hereto)
grant and ~~convey~~ transfer to the said transferee such rights and liberties as are hereinafter
mentioned in through and along ~~the land~~ ALL THE land mentioned in the schedule following:-
(c) County. Parish. State if Whole or Part. Vol. Fol.
Cumberland Hunter's Hill Part - as shown upon the
plan marked "A" annexed 2552 219
hereto and therein edged
red.
THAT is to say full and free right
and liberty to the Transferree and its assigns and its and their members
officers servants and workmen from time to time and at all times hereafter
to enter upon go return pass and repass through along and over the said land
and to lay down construct make and maintain and to use for the conveyance
and passage of water a line or lines of watermain pipes with all necessary
fittings and appliances in connection therewith in and through the said land
and on or at such depth or levels below the surface thereof as it or they
shall think proper AND for the purposes aforesaid to make and sink excavations
cuttings and shafts in through and under the said land and do all such
other things as may be reasonably necessary in the premises.
ENCUMBRANCES, &c., REFERRED TO.
Mortgage A883210. ...
Building Covenant noted on said Certificate of Title ...
Signed at Sydney the Eleventh day of February 1925:
Signed in my presence by the transferee
WHO ARE PERSONALLY KNOWN TO ME
Signed Edgar Herbert Turner under the Common Seal of the Transferor
at Sydney this fourteenth day of February 1926.
Signed Benjamin Richards Secretary
Accepted, and I hereby certify for the purposes of the
The Common Seal of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of
a quorum of the Board on the twenty-fourth
day of February 1926 AS
WITNESS the hands of... THOMAS BRYCE COOPER
If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2
and BENJAMIN RICHARDS signed by the attorney before a witness.
N.B.—Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person falsely or negligently certifying liable to a
penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.
No alterations should be made by erasure. The words of the members of the Board should be written with the pen, and those substituted written over them, the alteration being
in whose presence the seal was so affixed.
Page 54

CONSENT OF MORTGAGEE.

mortgagee under Mortgage No.

lease and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this
day of 192

Mortgagee.

Signed in my presence by
who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 192

Signed at the place and on the date above mentioned, in the presence of—

h Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand nine hundred and twenty the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

i May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER & Charge

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Part of Lot 6 of Sec 5 in D.P. 3646

Shire of Ryde
Municipality
Parish of Hunters Hill County

The Metropolitan Water Sewerage and Drainage Board Transferree.

Particulars entered in Register Book, Vol. 262, Fol. 219

B 323300

the 31st day of March 1926
at minutes 14 o'clock in the afternoon.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
Vol.	Fol.	
Diagram Fees		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and, £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the Page 55

REC'D 13 AUG 1921 2:41 PM

I, THE HONORABLE
 Minister

Martin Matthew Flannery
 B393946

of the State of New South Wales, the

Constructing Authority duly constituted under the "Public Works Act, 1912," by this writing

and by hand, Certify that the copy Gazette Notification hereunto annexed is a true Copy of

the Gazette Notification contained in the Government Gazette of the

day of

October

One thousand nine hundred and

Seventy

Five

declaring that the land therein described, being the land mentioned in the

Schedule hereunder written has been resumed. And I Request that you will deal with and

give effect to the said Notification as if the same were a Memorandum of Transfer of the land

therein described duly executed under the Real Property Act, 1900.

SCHEDULE.

Lot.	Section.	Deposited Plan or Name of Estate.	Part or Whole.	Volume.	Folio.
Lot 1	1	of <i>Wingard Estate</i> <i>land adjoining</i>	Part	3595-	28
Lot 11	1	277	"	386-	108
Lot 7	7	458	"	1823-	131
Lot 2	2	of <i>Wingard Estate</i>	"	3379-	13
Lot 13	3	556	"	344-	213
Lot 14	3	"	"	388-	238
Lot 15	3	"	"	3525-	40
Lot 16	5	688	"	267-	176
Lot 17	6	947	"	676-	100
Lot 18	2	688	"	596-	177
Lot 19	3	3446	"	2457-	247
Lot 20	3	"	"	3130-	25
Lot 21	3	"	"	2774-	25
Lot 22	3	"	"	2452-	160

As shown on plans, books, and
maps, and the original.

B

Dated this *twenty third* day of *December*
 in the year of Our Lord One thousand nine hundred and *twenty five*.

Signed by the said THE HONORABLE
Martin Matthew Flannery

in my presence
E. W. H. H. H.

M. M. Flannery

THE REGISTRAR GENERAL,
 SYDNEY.

All bearings are relative to the magnetic meridian.
Also, all that piece or parcel of land situate within the municipality of Ryde, Parish of Hunter's Hill, county of Cumberland, and State of New South Wales, being part of lots 2, 3, 4 and 5, of section 5 as deposited plan No. 3,646, and the part of the lands comprised within Certificate of Title, registered volume 1,207, folio 247; volume 3,113, folio 55; volume 2,772, folio 25, and volume 2,502, folio 100, and containing an area of 14 6/10 perches, theretofore Commoning on the south-eastern boundary of 1 rood 17 1/2 perches reserved for Sydney Water Supply by notification in Government Gazette No. 139, dated 24th March, 1904, and compared with Certificate of Title, registered volume 1,056, folio 71, at the western-most corner of lot 1 of section 5 on the aforesaid deposited plan No. 3,646; and bounded thence on the

north-west by part of the south-eastern boundary of the land comprised within the aforesaid Certificate of Title, registered volume 1,056, folio 71, bearing 20 degrees 18 minutes 406 feet 3 inches to the north-western corner of lot 5 of the aforesaid section 5; thence on the south by part of the northern boundary of that lot bearing 90 degrees 11 feet 5 5/8 inches; thence on the north-east by a line bearing 20 degrees 18 minutes 406 feet 3 inches to the southern boundary of lot 1 of section 5 aforesaid; and thence on the north by part of that northern boundary of that lot bearing 720 degrees 11 feet 5 5/8 inches, to the point of commencement, and said to be in the possession of Richard Currie White and Annie Mariel White, his wife.
All bearings are relative to the magnetic meridian.
[Misc. 1905-1,063] [1800]

Plan
J

O.B. 2011
OS 26 V. 2257-1-273
Tx 27-5-26

WITNESS:-

[Signature]

M. M. Flannery

B393946

No.

Lodged by

State Crown Solicitor.

237 Macquarie Street, Sydney.

Notification of Resumption.

of an easement for
the purposes of the
Metropolitan Water
Sewerage and Drainage (1917) Act
over several pieces of
land in the Municipalities
of Birmingham and Rydalmore
Granville
Prospect and Sherwood
Ryde

Metropolitan Water Sewerage
and Drainage Board



Particulars entered in Register Book, Vol.

Vol.	Fol.	Vol.	Fol.
✓ 1876	105	✓ 2471	176
✓ 1896	174	✓ 2472	85
✓ 1896	166	✓ 2473	247
✓ 1901	238	✓ 2474	51
✓ 1901	241	✓ 2475	13
✓ 1923	131	✓ 2476	40
✓ 2512	160	✓ 2477	38

on mortgage No B305889 ✓
and on lease No B219165 ✓

the 13th
day of September 1926
at minutes 12
o'clock in the noon.

W. H. H. H.



Registrar-General.

B 393946

Not and
R. Pae

[Published in Government Gazette No. 139 of 16th October, 1925.]

NOTIFICATION OF RESUMPTION OF EASEMENTS UNDER THE METROPOLITAN WATER, SEWERAGE AND DRAINAGE ACT, 1924.

IN pursuance of section 115 (4) of the Metropolitan Water, Sewerage and Drainage Act, 1924, and under Division I, part V, of the Public Works Act, 1912, I notify that easements or rights to use in any manner and for the purposes specified in subsection 1 of section 44 of the Public Works Act, 1912, as amended by the Metropolitan Water, Sewerage and Drainage Act, 1924, for the purposes of that Act the surface and the subsoil or under surface of the lands described in the Schedule hereto, are hereby appropriated and resumed according as the said lands are Crown land or private property respectively, for the construction and maintenance of works under the authority of the Metropolitan Water, Sewerage and Drainage Act, 1924, and I further notify that the said easements or rights are hereby vested in the Metropolitan Water, Sewerage and Drainage Board.

Dated this second day of October, 1925.

M. M. FLANNERY,
Minister for Public Works.

DESCRIPTIONS OF LAND REFERRED TO.

All that piece or parcel of land situate within the Municipality of Ermington and Rydalmere, parish of Field of Mars, county of Cumberland, and State of New South Wales, being part of the land comprised within Certificate of Title, registered volume 3,506, folio 28, and containing an area of 3 rods 54 perches or thereabouts: Commencing at a point on the eastern boundary of the land comprised within Certificate of Title, registered volume 3,370, folio 13, bearing 180 degrees 4 minutes and distant 2,024 feet 3 inches from its intersection with the southern building-line of Victoria-road; and bounded thence on the north-west by a line bearing 69 degrees 11 minutes 50 seconds 682 feet 74 inches to an angle in 1 rod 24 3/10 perches over which an easement was acquired for the supply of water to the City of Sydney and its suburbs and is shown on plan catalogued Ms. 2,243 Sy. at the Department of Lands, Sydney; and bounded thence again on the north-west by the south-eastern boundary of that easement and in continuation thereof by the south-eastern boundary of another area of 1 rod 10 2/10 perches over which an easement was acquired for similar purposes and is shown on plan catalogued Ms. 2,244 Sy. at the Department of Lands, Sydney, bearing in all 63 degrees 27 minutes 30 seconds 823 feet 24 inches to a point on the south-western side of Spurvey-street; thence on the north-east by part of the said south-western side of Spurvey-street bearing 162 degrees 28 minutes 20 feet; thence on the south-east by lines bearing successively 243 degrees 27 minutes 30 seconds 824 feet 04 inch and 246 degrees 11 minutes 50 seconds 891 feet 114 inches to the aforesaid eastern boundary of the land comprised within Certificate of Title, registered volume 3,370, folio 13; and thence on the west by part of that boundary, being a fenced line bearing 4 minutes 21 feet 104 inches, to the point of commencement,—and said to be in the possession of Charles William Curtis.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate in the Municipality of Granville, parish of Liberty Plains, county of Cumberland, and State of New South Wales, being part of lot 4, section 1 of the town of New Glasgow, and also part of the land comprised in deed registered book 183, No. 80, containing an area of 3 2/5 perches or thereabouts: Commencing on the eastern boundary of lot 8, section 1 of the town of New Glasgow (comprised in deed registered book 1,132, No. 730) at a point bearing 9 degrees 40 minutes 11 seconds and distant 222 feet 41 inches from its intersection with the northern building line of William-street (as aligned); and bounded thence on the south-east by a line bearing 57 degrees 4 minutes 25 seconds 61 feet 31 inches to a point on the southern boundary of lot 3, section 1 of the aforesaid estate (comprised in deed registered book 1,201, No. 712), which point bears 279 degrees 51 minutes 22 seconds and is distant 154 feet 104 inches from the intersection of that boundary with the western building line of Clyde-street (as aligned); thence on the north by part of that boundary of that lot bearing 279 degrees 51 minutes 22 seconds 45 feet 14 inches to the south-western corner of said lot 3 on the eastern boundary of the above-mentioned lot 8 of section 1;

and thence on the west by part of the eastern boundary of that lot bearing 180 degrees 40 minutes 11 seconds 41 feet 74 inches, to the point of commencement,—and said to be in the possession of the estate of Charles Anderson (deceased).

All bearings relative to trigonometrical meridian.

Also, all that piece or parcel of land situate in the Municipality of Granville, parish of Liberty Plains, county of Cumberland, and State of New South Wales, being part of lot 11 on deposited plan No. 277, and also part of the land comprised within Certificate of Title, registered volume 666, folio 106, and containing an area of 4 2/5 perches or thereabouts: Commencing on the eastern boundary of the said lot 11, being also the western side of a road 50 feet wide at a point bearing 180 degrees 4 minutes and distant 22 feet 41 inches from its intersection with the southern building-line of Carrington-street; and bounded thence on the north-west by a line bearing 245 degrees 42 minutes 59 feet 104 inches to the eastern boundary of lot 2 of section 8 on deposited plan No. 688; thence on the west by part of that eastern boundary of lot 2 and by part of the eastern boundary of lot 4 of said section, 6 on deposited plan No. 688, bearing in all 180 degrees 4 minutes 23 feet 11 inches; thence on the south-east by a line bearing 65 degrees 42 minutes 59 feet 104 inches to the western side of the aforesaid road 50 feet wide; and thence on the east by part of that side of that road bearing 9 degrees 4 minutes 23 feet 11 inches, to the point of commencement,—and said to be in the possession of George Hurley.

All bearings relative to the trigonometrical meridian.

Also, all that piece or parcel of land situate in the Municipality of Prospect and Sherwood, parish of St. John, county of Cumberland, and State of New South Wales, being part of lot 7, section 17 on deposited plan No. 1,438, and also part of the land comprised in Certificate of Title, registered volume 1,223, folio 121, and containing an area of 13 perches or thereabouts: Commencing on the eastern side of Borden-street at a point bearing 3 degrees 28 minutes 30 seconds and distant 74 feet 24 inches from its intersection with the northern side of Frank-street; and bounded thence on the south-east by a line bearing 43 degrees 37 minutes 33 seconds 197 feet 64 inches to the southern boundary of lot 6, section 17 on aforesaid deposited plan No. 1,438; thence on the north by part of that boundary of that lot bearing 273 degrees 28 minutes 30 seconds 26 feet 24 inches; thence on the north-west by a line bearing 223 degrees 37 minutes 30 seconds 156 feet 104 inches to the eastern side of Borden-street aforesaid; and thence on the west by part of that side of that street bearing 183 degrees 29 minutes 30 seconds 31 feet 04 inches, to the point of commencement,—and said to be in the possession of the trustees of Jane Throver.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Ermington and Rydalmere, parish of Field of Mars, county of Cumberland, and State of New South Wales, being part of lot 3 of section A of the Vineyard Estate and also part of the land comprised within deed registered book 1,211, No. 821 and containing an area of 1 rod 34 perches or thereabouts: Commencing at a point on the western boundary of the land comprised within deed registered book 1,078 No. 963 bearing along that boundary 179 degrees 48 minutes 45 seconds and distant 1,057 feet 5 inches from the south-eastern corner of 3 rods 57/30 perches resumed for the supply of water to the City of Sydney and its suburbs by notification in Government Gazette No. 654, dated 15th December, 1903, and is shown on plan catalogued Ms. 2,160 Sy. at the Department of Lands, Sydney; and bounded thence on the north-west by a line bearing 245 degrees 56 minutes 59 seconds 600 feet; thence on the south-west by a line bearing 155 degrees 56 minutes 50 seconds 26 feet; thence on the south-east by a line bearing 65 degrees 56 minutes 50 seconds 501 feet 2 inches to the aforesaid western boundary of land comprised within deed registered book 1,078, No. 963; and thence on the east by part of that boundary being a fenced line bearing 359 degrees 48 minutes 45 seconds 21 feet 104 inches, to the point of commencement,—and said to be in the possession of Two Bays Nurseries and Orchard Company Proprietary Limited.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Ermington and Rydalmere, parish of Field of Mars, county of Cumberland, and State

Not
inter
R.K.
Act

Not included
in subject matter
of Resumption

No
V
2
X

No
L
R
P
P
&

Not included
in subject
matter of Resumption

And not included in subject notes of resumed

of New South Wales, being part of lot 2 of section A of the Vineyard Estate and also part of the land comprised within deed registered book 1,078, No. 963 and containing an area of 33 1/10 perches or thereabouts: Commencing at a point on the eastern boundary of the land comprised within deed registered book 1,211, No. 821, bearing along that boundary 179 degrees 48 minutes 45 seconds and distant 1,007 feet 5 inches from the south-eastern corner of 3 roads 5 7/10 perches resumed for the supply of water to the City of Sydney and its suburbs, by notification in Government Gazette No. 654, dated 15th December, 1900, and is shown on plan catalogued M. 2,100 Sy. at the Department of Lands, Sydney; and bounded thence on the west by part of the aforesaid eastern boundary of the land comprised within deed registered book 1,211, No. 821, being a fenced line bearing 179 degrees 48 minutes 45 seconds 21 feet 10 1/2 inches; thence on the south-east by a line bearing 65 degrees 56 minutes 50 seconds 451 feet 7 inches to the western boundary of the land comprised within Certificate of Title, registered volume 3,379, folio 13; thence on the east by part of that boundary being a fenced line bearing 359 degrees 53 minutes 21 feet 10 1/2 inches to a point which bears 179 degrees 53 minutes and is distant 220 feet 2 1/2 inches from an angle in the said western boundary; and thence on the north-west by a line bearing 245 degrees 56 minutes 50 seconds 451 feet 8 inches, to the point of commencement,—and said to be in the possession of George Hughes.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Remington, and Rydalmere, parish of Field of Mars, county of Cumberland, and State of New South Wales, being part of lot 2 of section A of the Vineyard Estate, and also part of the land comprised within Certificate of Title, registered volume 3,379, folio 13, and containing an area of 33 1/10 perches or thereabouts: Commencing at a point on the western boundary of land comprised within Certificate of Title, registered volume 3,506, folio 26, bearing 179 degrees 48 minutes 30 seconds and distant 3,054 feet 3 inches from its intersection with the southern building line of Victoria-road; and bounded thence on the north-west by a line bearing 245 degrees 56 minutes 50 seconds 451 feet 9 1/2 inches to a point on the western boundary of the land comprised within the aforesaid Certificate of Title, registered volume 3,379, folio 13, which point bears 179 degrees 53 minutes and is distant 220 feet 2 1/2 inches from an angle in the said western boundary; thence on the west by a fenced line following part of that western boundary bearing 179 degrees 53 minutes 21 feet 10 1/2 inches; thence on the south-east by a line bearing 65 degrees 56 minutes 50 seconds 451 feet 10 inches to the aforesaid western boundary of the land comprised within Certificate of Title, registered volume 3,506, folio 26; and thence on the east by part of that western boundary, being a fenced line bearing 359 degrees 53 minutes 20 seconds 21 feet 10 1/2 inches, to the point of commencement,—and said to be in the possession of William Smith Wileman.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate in the Municipality of Prospect and Sherwood, parish of St. John, county of Cumberland, and State of New South Wales, being parts of lots 20, 21, 22 and 23 of section 3 as shown on deposited plan No. 880, and also parts of the lands comprised within Certificates of Title, registered volume 844, folio 213, and volume 708, folio 238, and containing an area of 5 perches or thereabouts: Commencing on the eastern boundary of the land comprised within the aforesaid Certificate of Title, registered volume 844, folio 213 at a point bearing 184 degrees 30 minutes and distant 64 feet 9 1/2 inches from its intersection with the northern side of Hawkes View road; and bounded thence on the north-west by a line bearing 233 degrees 56 minutes 80 feet 1 inch to the southern boundary of the land comprised within Certificate of Title, registered volume 708, folio 238; thence on the south by a line following part of that southern boundary of that land bearing 94 degrees 35 minutes 30 feet 1 1/2 inches; thence on the south-east by a line bearing 52 degrees 56 minutes 48 feet 10 inches to the eastern boundary of the land comprised within Certificate of Title, registered volume 844, folio 213; and thence on the east by a line following part of that eastern boundary of that land bearing 4 degrees 35 minutes 26 feet 9 1/2 inches, to the point of commencement,—and said to be in the possession of Charles Paget Hawkes.

All bearings relative to the magnetic meridian.

9 1/2 Plan

Also, all that piece or parcel of land situate within the Municipality of Granville, parish of Liberty Plains, county of Cumberland, and State of New South Wales, being part of the land comprised within Certificate of Title, registered volume 3,823, folio 40, containing an area of 10 1/2 perches or thereabouts: Commencing at a point on the eastern boundary of the land comprised within Certificate of Title, registered volume 3,053, folio 213, bearing 360 degrees and distant 7 feet 4 1/2 inches from its intersection with a northern boundary of land comprised within Certificate of Title, registered volume 3,058, folio 232; and bounded thence on the south-east by a line bearing 50 degrees 13 minutes 135 feet to Duck Creek; thence on the east by that creek which is the eastern boundary of the land comprised within the said Certificate of Title, registered volume 3,053, folio 40, bearing northerly about 30 feet; thence on the north-west by a line bearing 239 degrees 13 minutes 145 feet to the aforesaid eastern boundary of the land comprised within Certificate of Title, registered volume 3,053, folio 213; and thence on the west by part of that boundary of that land bearing 180 degrees 23 feet 34 inches, to the point of commencement,—and said to be in the possession of the estate of Thomas Haigh (deceased).

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate in the Municipality of Granville, parish of Liberty Plains, county of Cumberland, and State of New South Wales, being part of lot 2, section 5, on deposited plan No. 688, and also part of the land comprised within Certificate of Title, registered volume 2,678, folio 176, and containing an area of 1 1/6 of a perch or thereabouts: Commencing on the western boundary of lot 11 on deposited plan No. 277 at a point bearing 189 degrees 4 minutes and distant 166 feet 4 1/2 inches from its intersection with the southern side of Carrington-street; and bounded thence on the east by part of the western boundary of lot 11 bearing 180 degrees 4 minutes 7 feet 8 1/2 inches to the north-eastern corner of lot 4, section 5, on the aforesaid deposited plan No. 688; thence on the south by part of the northern boundary of that lot bearing 270 degrees 41 minutes 35 seconds 11 feet 5 1/2 inches; and thence on the north-west by a line bearing 65 degrees 42 minutes 13 feet 9 1/2 inches, to the point of commencement,—and said to be in the possession of William Fenton.

All bearings are relative to the trigonometrical meridian.

Also, all that piece or parcel of land situate in the Municipality of Granville, parish of Liberty Plains, county of Cumberland, and State of New South Wales, being part of lot 16, section 6, on deposited plan No. 947, and also part of the land comprised within Certificate of Title, registered volume 678, folio 100, and containing an area of 34 perches or thereabouts: Commencing at the south-eastern corner of lot 15 of said section 6; and bounded thence on the west by part of the eastern boundary of the aforesaid lot 15 bearing 31 minutes 11 feet 4 1/2 inches; thence on the north-west by a line bearing 61 degrees 35 minutes 57 feet 1 1/2 inches to the western boundary of lot 17, section 6, on the said deposited plan No. 947; thence on the east by part of that western boundary of that lot bearing 180 degrees 31 minutes 22 feet 10 1/2 inches; thence on the south-east by a line bearing 341 degrees 35 minutes 33 feet 5 inches to the northern boundary of lot 43 of aforesaid section 6; and thence on the south by part of that boundary of that lot bearing 270 degrees 31 minutes 20 feet 8 1/2 inches, to the point of commencement,—and said to be in the possession of the estate of the late James Townsend.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate in the Municipality of Granville, parish of Liberty Plains, county of Cumberland, and State of New South Wales, being part of lot 5, section 2, on deposited plan No. 698, and also part of the land comprised within Certificate of Title, registered volume 506, folio 177, and containing an area of 1 9/10 perches or thereabouts: Commencing at the north-eastern corner of Carrington-street, being a point on the western boundary of the land comprised within Certificate of Title, registered volume 3,058, folio 232; and bounded thence on the east by part of the western boundary of the last-mentioned land bearing 360 degrees 27 feet 5 1/2 inches; thence on the north-west by a line bearing 234 degrees 30 minutes 46 feet 8 inches to the northern side of Carrington-street; and thence on the south by part of that side of that street bearing 30 degrees 30 minutes 38 feet, to the point of commencement,—and said to be in the possession of Vivian Alfred Grey.

ET TO AN INCH

3595

Fol. 28

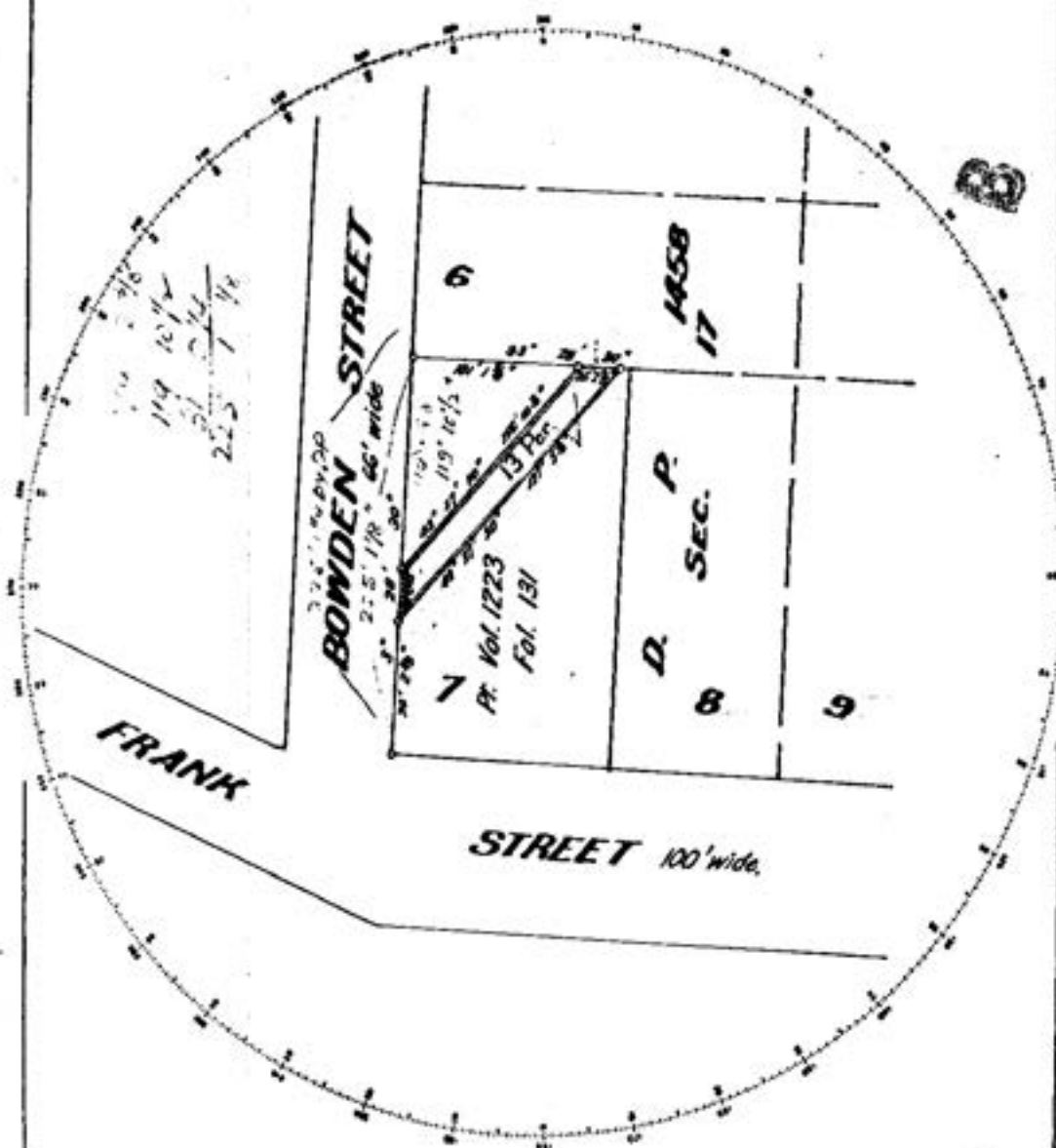
Edward H. Luck
Licensed Surveyor
under R. P. Act
17.2.25

Please find the proposed plan referred to in named Certificate of Nominations dated 23rd Dec 1925.

Page 62

PLAN

Scale 80 Feet to an inch



This margin to be left free from notation

Significance of variation for the study in this margin.

This is the plan marked "C" referred to in several letters of Hampton
Dated 2nd Dec. 1925
Wm. M. Hammett
Edwin

Edw. H. Luck,
Licensed Surveyor,
under R. F. Act.
26. 3. 25

Aug 20. 8. 26.

Plan Form No. 7 (for compilations)

Municipality of Ermington & Rydalmere
 Shire of

PLAN

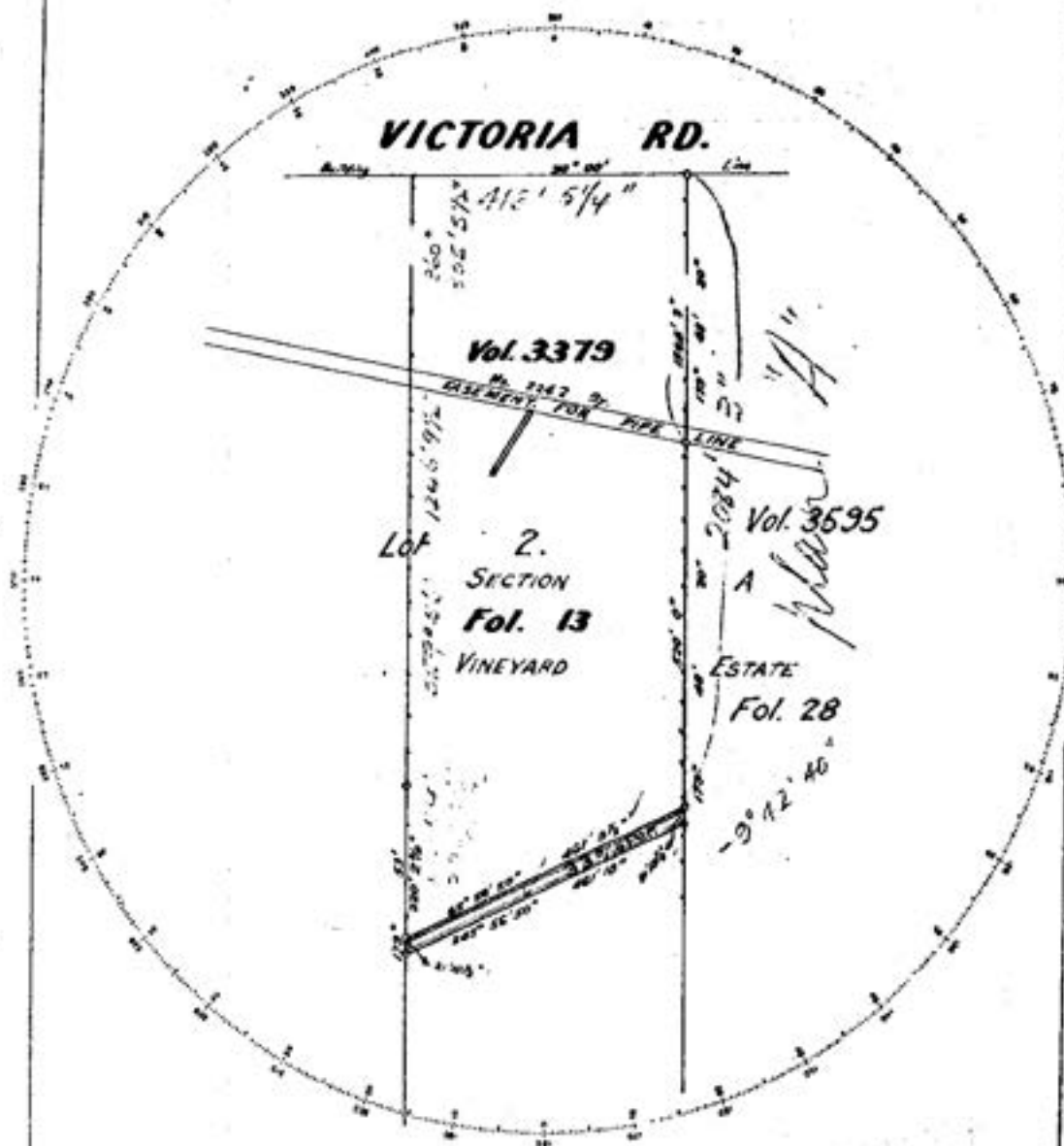
of part of land in Cert. of Title Vol. 3379 Fol. 13.

Parish of Field of Mars County of Cumberland.

Scale 200 Feet to an Inch.

B393946

This margin to be left free from notation



Lot 2.
 SECTION
 Fol. 13
 VINEYARD

Vol. 3595
 A
 ESTATE
 Fol. 28

I certify that this plan has been compiled from the information shown on
 Cert. of Title Vol. 3379 Fol. 13. A.M. 2242. By _____ and is correct for the purpose of
 the Real Property Act.

Edw. H. Lack

Licensed Surveyor
 under R.P.A.
 N.S.W.

Ag. L. 20.1.26.
 (12/11)

This is the plan marked "D" referred to in *Annual Catalogue of Ermington*
 Dated 23rd Dec. 1920. *W. W. H. Latham*
Edw. H. Lack

Signatures of parties to be made in this margin

Plan form No. 1 (for compilations)

B393946

Municipality of Prospect & Sherwood
 Shire of

PLAN (C.T. Vol. 844 Fol. 213
 of part of land in C.T. Vol. 708 Fol. 238

Parish of St John - County of Cumberland

Scale 40 Feet to an inch

Signature of parties to be made in this margin

HAWKES VIEW RD.

19	20	21	22	23	24
Dep.			Plan	Vol. 844 Fol. 213	886
SEC.	Vol. 708 Fol. 238		Charles Paget Norton	Vol. 844 Fol. 213	3
65	64	63	62	61	60

This is the plan marked "E." referred to in unsworn Certificate of Survey.

Dated 23rd Dec. 1915

Mr. Wm. J. Cunningham

D. W. in c

I certify that this plan has been compiled from the information shown on
 C.T.V. 844 F. 213, R. 708 F. 238 & D.P. 886 and is correct for the purpose of
 the Real Property Act.

Frank Black

Licensed Surveyor,
 under R.P. Act.

20. 8. 15

Plan Form No. 7 (for compilations)

Municipality of Granville
Shire of

PLAN

B393946

part of land comprised in CT Vol 3523 Fol 40
Parish of Liberty Plains County of Cumberland

Scale 40 feet to an inch.

*Accepted for
purposes of assessment
only*

Estate of Thos Haigh

D P 282

Vol 3663

Vol 3523 Fol 40

Fol 213

Lot 15

Sec

10 P

Duck

Vol 3058 Fol 232

Lot 11

CLEN ST

this margin to be left free from notation

Signatures of parties to be made in this margin

This is the plan marked "1" referred to in *Memorandum of Confirmation*.

Dated 23rd Dec 1926

Liberty Plains County

E. H. Hines

I certify that this plan has been compiled from the information shown on
Vol 3523 Fol 40 & D P 282 and is correct for the purpose of
the Real Property Act.

E. H. Hines
Licensed Surveyor
under R.P. Act

Plan Form No. 7 (for compilations)

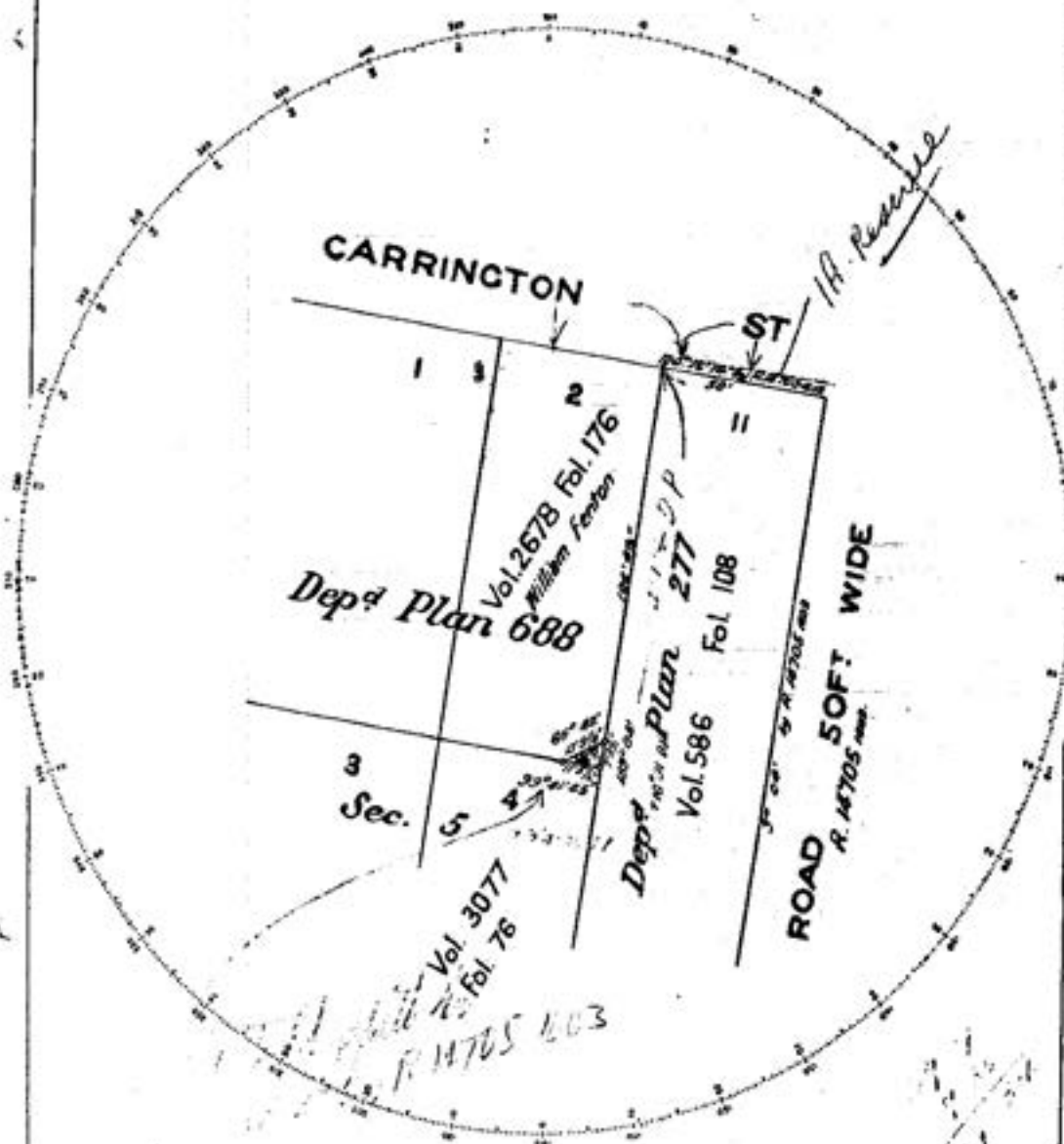
Municipality of Granville
Shire of



B 393946

of part of Land comprised in C/r Vol.2678 Fol.176
Parish of Liberty Plains County of Cumberland

Scale 40 Feet to an Inch



I certify that this plan has been compiled from the information shown on
Depd Plan 688 and Vol.3077 Fol.76 and is correct for the purpose of
the Real Property Act.

Edward H. Lusk
Licensed Surveyor
under R.P.A.
20.11.25

Ry 680 P 110
Ry 680 P 110
Ry 680 P 110

This is the plan marked "G" referred to in instruments of conveyance.
Dated 23rd Dec 1925
W. H. Lusk
Surveyor

Plan Form No. 1 (for compilation)

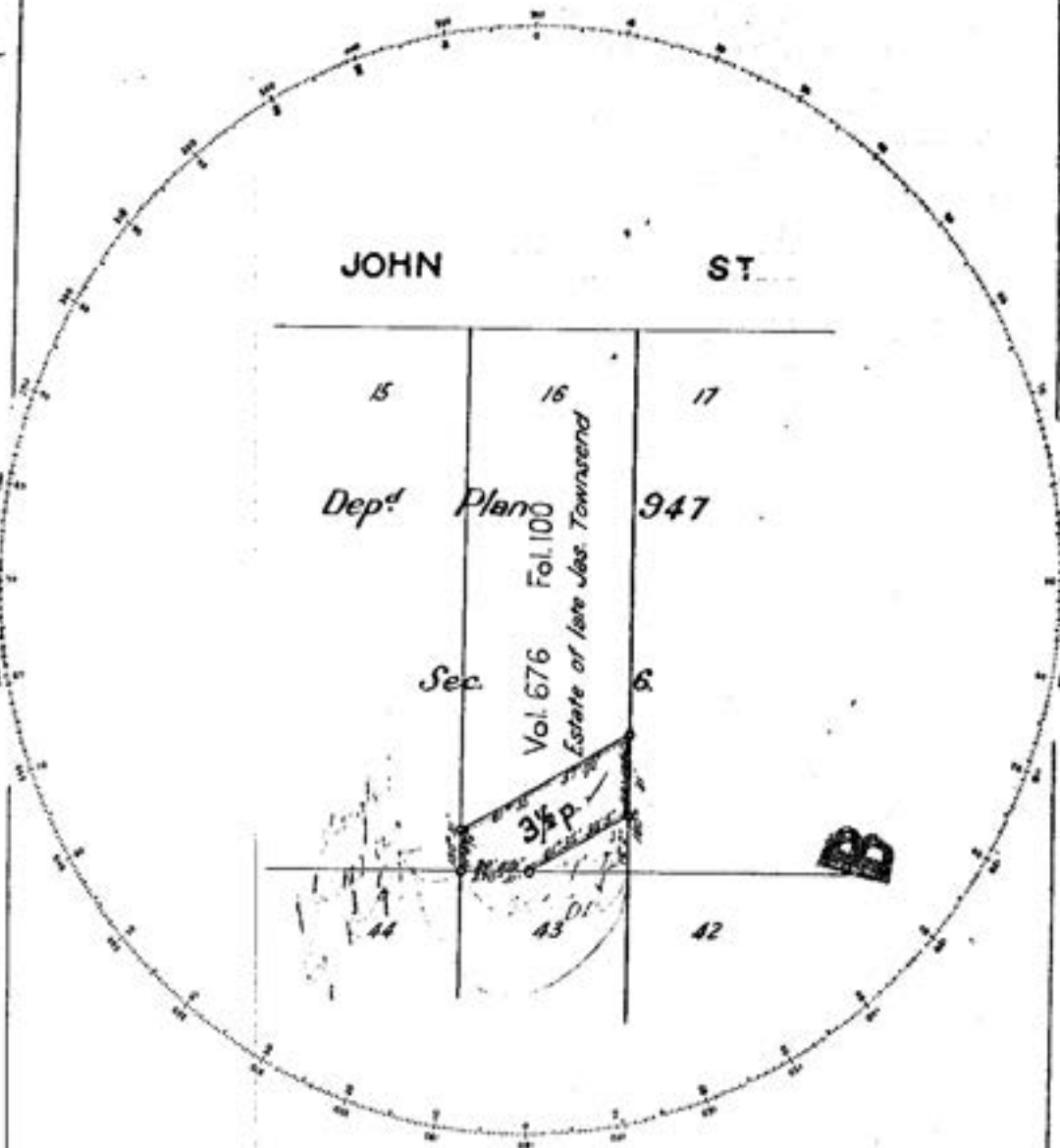
Municipality of Granville
 Shire of



B393946

of part of Land comprised in C.T. Vol. 676 Fol. 100 -
 Parish of Liberty Plains County of Cumberland
 Scale 40 Feet to an Inch.

Signatures of parties to be made in this margin.



I certify that this plan has been compiled from the information shown on
 Dept Plan 947 and Vol. 676 Fol. 100 and is correct for the purpose of
 the Real Property Act.

Edw L. Hask

Licensed Surveyor.
 under N.P. Act.

This is the plan marked "H" referred to in the original Certificate of the Registrar-General.
 Dated 23rd Dec 1925
 Wm. H. G. Manning
 Registrar-General

B. & CO. P. 110
 15th Dec 26.

Plan form No. 1 (for compilations)

Municipality of Grenville
Shire of

PLAN

3393946

part of land comprised in C.T. Vol. 596 Fol. 177
Parish of Liberty Plains County of Cumberland
Scale 40 feet to an inch.

Signatures of parties to be made in this margin.

This is the plan marked "I" referred to in previous Certificate of Registration.

Dated 23.11.1915
E. H. Lock

7 6 5

D.P. 688

Sec 2

Vivian Alfred Grey
Vol. 596 Fol. 177

Vol. 3058 . Fol. 232

CARRINGTON ST

I certify that this plan has been compiled from the information shown on
D.P. 688 & C.T. Vol. 596 Fol. 177 and is correct for the purpose of
the Real Property Act.

E. H. Lock
Licensed Surveyor
under R.P. Act.

Sk 600 P110
13.11.1915
11/11

SIGNATURE AND SEALS AND STATEMENTS
Of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER OVER EXISTING LINE
OF PIPES (APPROXIMATE POSITION)

FOR SIGNATURES, SEALS & CERTIFICATES
SEE SIGNATURES FORM

Department Of Lands Approval

I, ... in approving this plan certify
(Authorised Officer)

that all necessary approvals in regard to the location of the land
and Assessment Act 1979 have been satisfied in relation to the
proposed

*(insert subdivision or new road) set out herein

Signature:

Date:

File Number:

Officer:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning
and Assessment Act 1979 have been satisfied in relation to the
proposed

*(insert subdivision or new road) set out herein

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:

Date of endorsement:

Accreditation no.:

Subdivision Certificate no.:

File no.:

Note:

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

*Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 33604-1



GAZA

ROAD

D.P. 813740

D.P. 340136

D.P. 1005303

2

1

S.P. 22837

STATION

ST

⊗ EASEMENT TO DRAIN WATER OVER EXISTING LINE
OF PIPES (APPROXIMATE POSITION)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



DP1162013 P

Registered: 18.3.2011

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: U0052-62

Last Plan: —

PLAN

FOR EASEMENT PURPOSES OVER
PART LOT C D.P.340136
PART LOT S 1 & 2 D.P.1005303
& PART COMMON PROPERTY
S.P.22837

Lengths are in metres. Reduction Ratio 1: 600

L.G.A: RYDE

Suburb/Locality: WEST RYDE

Parish: HUNTERS HILL

County: CUMBERLAND

Plans used in preparation of survey/compilation

D.P.340136

D.P.813740

D.P.1005303

S.P.22837

Survey Certificate Surveying Regulation 2001

L. CHRISTOPHER THOMAS NORTON

HIGGINS NORTON PARTNERS

of 149 CASTLEREACH ST, SYDNEY 2000

a survey registered under the Survey Act 2002, hereby certify that the
survey represented in this plan is accurate, has been made in accordance with
the Surveying Regulation 2001

and was completed on 20.05.03

This survey relates to EASEMENTS

(Here specify the land actually surveyed, or specify any land shown
in the plan that is not the subject of the survey)

SEE SIGNATURES FORM

(Signature) Surveyor registered under the Survey Act 2002

Deputy Linc:

Type Urban/Rural

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 3 sheet(s)

PLAN OF

EASEMENT PURPOSES OVER PART LOT C
 D.P.340136, PART LOTS 1 & 2 D.P.1005303 AND
 PART OF COMMON PROPERTY S.P.22837



DP1162013 S

Registered:



18.3.2011

Surveying Regulation, 2001

I, **CHRISTOPHER THOMAS NORTON**

of **HIGGINS NORTON PARTNERS PTY LTD**
149 CASTLEREAGH ST SYDNEY 2000

a surveyor registered under the *Surveying Act, 2002*, certify that the
 survey represented in this plan is accurate, has been made in
 accordance with the *Surveying Regulation, 2001* and was completed
 on:.....20.05.03

The survey relates to **EASEMENTS**

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

Signature

Dated: ...20.05.03.....

Surveyor registered under the *Surveying Act, 2002*

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
 (Authorised Officer)

that all necessary approvals in regard to the allocation of the land
 shown herein have been given

Signature:.....

Date:.....

File Number:.....

Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and
 Assessment Act 1979 have been satisfied in relation to:

the proposed..... set out herein
 (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:

Date of Endorsement:

Accreditation no:

Subdivision Certificate no:

File no:

* Delete whichever is inapplicable.

**SIGNATURES, SEALS and STATEMENTS of intention
 to dedicate public roads or to create public reserves
 and drainage reserves.**

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

1. EASEMENT TO DRAIN WATER OVER EXISTING
 LINE OF PIPES



STRATA MANAGER



Use PLAN FORM 6A for additional
 certificates, signatures and seals

SURVEYOR'S REFERENCE: 33604-1

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF

EASEMENT PURPOSES OVER PART LOT C
D.P.340136, PART LOTS 1 & 2 D.P.1005303 AND
PART OF COMMON PROPERTY S.P.22837

DP1162013

Registered:



18.3.2011

Subdivision Certificate No: —

Date of Endorsement: —



Mortgage under Mortgage No. AF736217

Signed at Sydney this 14th day of
DECEMBER 2010 for National
Australia Bank Limited ABN 12 004 044 937
by TONY TESTAFREDDA
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

T. Testafredda
Level 3 Attorney

Riccia
Witness/Bank Officer



Director
Simon Hekeik
MARY HEKEIK
Director

劉仕榮

劉仕榮

SURVEYOR'S REFERENCE: 33604-1

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF

EASEMENT PURPOSES OVER PART LOT C
 D.P.340136, PART LOTS 1 & 2 D.P.1005303 AND
 PART OF COMMON PROPERTY S.P.22837

DP1162013

Registered:



18.3.2011

Subdivision Certificate No: —

Date of Endorsement: —

[Handwritten signature]

HONG LIN

Mortgagee under Mortgage No. **A07146**
 Signed at Sydney this 21st day of
OCTOBER 2009 for National
 Australia Bank Limited ABN 12 004 044 937
 by AMY CHU
 its duly appointed Attorney under Power of
 Attorney No. 39 Book 4512

Level 2 Attorney

Witness/Bank Officer **SANDRA GALE**
 255 George Street, Sydney NSW

Certified correct for the purposes of the
 Real Property Act 1900 by the Mortgagee
 SIGNED by [Signature] as attorney
 for Westpac Banking Corporation under
 power of attorney Book 4299 no. 332

(Signature) **Tier Three Attorney**
 By executing this instrument the attorney
 states that the attorney has received no
 notice of the revocation of the power of
 attorney.

I certify that the attorney for the Mortgagee
 with whom I am personally acquainted or as
 to whose identity I am otherwise satisfied,
 signed this instrument in my presence.

Signature of witness: [Signature]

Name of witness: **ROCILA PAMINTUAN**

Address of witness: 1 King Street
 Concord West NSW

SURVEYOR'S REFERENCE: 33604-1

* OFFICE USE ONLY

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



DP1162013 B

(Sheet 1 of ⁴/₃ sheets)

Easement to Drain Water in
respect of land comprised in F/I
1/813740 & F/I C/340136 and
F/I 1/1005303 and F/I 2/1005303
and affecting the land comprised
in SP 22837

PART 1

Full name and address of
Registered Proprietor of land

Westpac Banking Corporation

ABN 33 007 457 141

Under Power of Attorney Book 4299 No. 332

by.....**YUE ZHUO**.....

Office N.S.W. Loan Centre

★ Supervisor

Its duly constituted Attorney who are personally
known to me: **NINA TAN**

Bank Officer,

1 King St, Concord West,
NSW 2138

Simon Hekeik & Sons Constructions Pty
Limited of 29 Gaza Rd, West Ryde as to
F/I 1/ 813740 and Simon Hekeik
Constructions of 31 Gaza Rd, West Ryde
as to F/I C/340136, Hong Lin & Xiao
Ming Pan of 38A Station St, West Ryde
as to F/I 1/1005303 and Ting Chiu Law
& Sze Ying Lau of 38A Station St, West
Ryde as to F/I 2/1005303 and the
Owners of Body Corporate in Strata
Plan No 22837 of 35 Gaza Rd, West
Ryde

Full name & address of
Mortgagee of the land

1. Identity of easement firstly referred to

Easement to Drain Water over
existing line of pipe

Schedule of Lots affected

Lots burdened

CP/ SP 22387

Lot 2 in DP 1005303

Lots benefited

Lot 1 in DP 813740
Lot C in DP 340136
Lot 1 in DP 1005303
Lot 2 in DP 1005303

35 CLARENCE STREET, SYDNEY, 2000
Lot 1 in DP 813740
Lot C in DP 340136
Lot 1 in DP 1005303

LAKENA TAUPAU

99409

PERMANENT CUSTODIANS LIMITED ACN 001 426 384	
by its Attorneys who state that they have no notice of revocation of the Power of Attorney dated 2nd June 1993, whereby they execute this deed document or instrument.	
Group A Attorney	Group B Attorney
Signature	Signature
Name JOHN MEYER	Name JOANNE RUTGERS

DP1162013

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

Westpac Banking Corporation

ABN 33 007 457 141

Under Power of Attorney Book 4299 No. 332

by **YUE ZHUO**

Office N.S.W. Loan Centre

★ Supervisor

Its duly constituted Attorney who are personally
known to me:

NINA TAN

Bank Officer,

1 King St, Concord West,
NSW 2138

(Sheet 2 of ⁴/₇ sheets)

Easement to Drain Water in
respect of land comprised in F/I
1/813740 & F/I C/340136 and
F/I 1/1005303 and F/I 2/1005303
and affecting the land comprised
in SP 22837

Schedule of Lots affected

Lots burdened

Lot 1 in DP 1005303

Lot C in DP 340146

Lots benefited

Lot 1 in DP 813740
Lot C in DP 340136

Lot 1 in DP 813740

Part 2

**TERMS OF EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES
FIRSTLY REFERRED TO HEREIN**

Full and free right for the body in whose favour this easement is created, and every person authorised by it, from time to time and at all times to with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefore together with the right for the body in whose favour this easement is created and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the body in whose favour this easement is created and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

The term "Registered Proprietor" shall include the Registered Proprietor of the land from time to time, in the form of a Company, Body Corporate or individuals and their heirs, executors, successors and assigns in title to the land

LAKENA TAUPAU
35 CLARENCE STREET, SYDNEY, 2000

PERMANENT CUSTODIANS LIMITED ACN 001 428 384
by its Attorneys who state that they have no notice of
revocation of the Power of Attorney dated 2nd June 1993,
whereby they execute this deed document or instrument.
No 346 NSW B24032
Group A Attorney
Signature **JOHN MEYER**
Name
Group B Attorney
Signature **JOANNE RUTGERS**
Name

DP1162013

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

Westpac Banking Corporation

ABN 33 007 457 141

Under Power of Attorney Book 4299 No. 332

by **YUE ZHUO**

Office N.S.W. Loan Centre

★ Supervisor

Its duly constituted Attorney who are personally
known to me:

NINA TAN

Bank Officer,

7 King St, Concord West,
NSW 2138

(Sheet 3 of 4 sheets)

Easement to Drain Water and
Positive Covenant in respect of
land comprised in F/I 1/813740
& F/I C/340136 and F/I
1/1005303 and F/I 2/1005303
and affecting the land comprised
in SP 22837

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE
TERMS OF THE EASEMENT TO DRAIN WATER MENTIONED HEREIN IS:

The Ryde City Council

Signed for and on behalf of Simon Hekeik &
Sons Constructions Pty Limited

Signed for and on behalf of Simon Hekeik
Constructions Pty Limited

Signed in my presence by H LIN &
X M PAN who are personally known to me

Signed in my presence by T C Law &
S Y LAU who are personally known to me

VANQUI RICHMOND

Signed by the Owners Corporation for
SP 22837

Witness to the said signatures of
Madam S Y Lau:-

TANG MAO SHING
NOTARY PUBLIC
HONG KONG SAR
ROOMS 801-2, 8TH FLOOR,
HANG SENG YUEN LOAN BUILDING,
91-93 CASTLE PEAK ROAD,
TUN LON, N.T., HONG KONG SAR

Qing Hei
Director

Simon Hekeik
Director

Simon Hekeik
Director

M Abdul
Director

Lin Hong

X 林建强

X 刘仕英

S. Johnson
MANAGING AGENT



LAKENA TAUPAU
35 CLARENCE STREET, SYDNEY, 2007

PERMANENT CUSTODIANS LIMITED ACN 001 426 384 by its Attorneys who state that they have no notice of revocation of the Power of Attorney dated 2nd June 1993, whereby they executed and signed document or instrument.	Group B Attorney <i>Donne Rutgers</i> Signature Name DONNE RUTGERS
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DP1162013

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

(Sheet 4 of 4 sheets)

Mortgagee under Mortgage No. AD7146
Signed at Sydney this 21st day of
OCTOBER 2009 for National
Australia Bank Limited ABN 12 004 044 937
by AMY CHU
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512
.....
Level 2 Attorney
.....
Witness/Bank Officer SANDRA GALE
255 George Street, Sydney NSW

Easement to Drain Water and
Positive Covenant in respect of
land comprised in F/I 1/813740
& F/I C/340136 and F/I
1/1005303 and F/I 2/1005303 and
affecting the land comprised
in SP22837

Mortgagee under Mortgage No. AF736217
Signed at Sydney this 14th day of
DECEMBER 2010 for National
Australia Bank Limited ABN 12 004 044 937
by TONY TESTAFREDDA
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512
.....
Level 3 Attorney
.....
Witness/Bank Officer R. Vieira

ATTESTATION

The common seal of the Owners - Strata Plan No 22837 was hereunto affixed on 09/03/2011
in the presence of Jorge Gonzalez being the person(s) authorised by s. 238 Strata Schemes
Management Act 1996 to attest the affixing of the seal.

.....
.....
Jorge Gonzalez

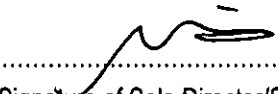
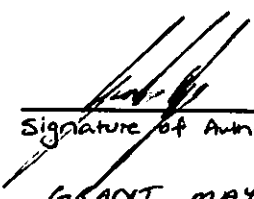
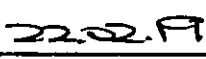


REGISTERED



18.3.2011

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only Registered:  14.05.2019 Title System: TORRENS		Only  DP1248799 S	
PLAN OF EASEMENT AFFECTING LOT 2 IN DP 926032 & LOT 25 IN DP 664958		LGA: RYDE Locality: WEST RYDE Parish: HUNTERS HILL County: CUMBERLAND	
Survey Certificate I, IVAN BABIC of PO BOX 2228 STRAWBERRYHILLS 2012 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 21/10/2018, or ~~*(b) The part of the land shown in the plan ("being" excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or~~ ~~*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.~~ Datum Line: "X"- "Y" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 10/11/2018 Surveyor Identification No: 1604 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, ... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP 813740 DP 1082035 DP 1223752 DP 926032 DP 664958 DP 543279 DP 1005303		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 1878E		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)															
Registered:  14.05.2019 Office Use Only		Only																	
PLAN OF EASEMENTS WITHIN LOT 2 IN DP 926032 & LOT 25 IN DP 664958		DP1248799																	
		This ired: • A schedule of lots and addresses - See 6U(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																	
Subdivision Certificate number: Date of Endorsement:																			
<table border="1" style="width:100%; border-collapse: collapse;"><thead><tr><th>LOT</th><th>STREET NUMBER</th><th>STREET NAME</th><th>STREET TYPE</th><th>LOCALITY</th></tr></thead><tbody><tr><td>LOT 2 DP 926032</td><td>N/A</td><td>N/A</td><td>N/A</td><td>WEST RYDE</td></tr><tr><td>LOT 25 DP 664958</td><td>N/A</td><td>STATION</td><td>STREET</td><td>WEST RYDE</td></tr></tbody></table>					LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	LOT 2 DP 926032	N/A	N/A	N/A	WEST RYDE	LOT 25 DP 664958	N/A	STATION	STREET	WEST RYDE
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY															
LOT 2 DP 926032	N/A	N/A	N/A	WEST RYDE															
LOT 25 DP 664958	N/A	STATION	STREET	WEST RYDE															
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE; 1. EASEMENT FOR ACCESS PURPOSES 2.5 WIDE 2. RIGHT OF WAY 2.5 WIDE EXECUTED BY ENLIGHTEN MANAGEMENT PTY LTD. ACN: 604 284 068  Signature of Sole Director/Secretary SONGNAN HUANG Name of Sole Director/Secretary  Signature of Authorised Delegate GRANT MAY Name of Authorised Delegate PROPERTY PORTFOLIO MANAGER Title of Authorised Delegate  Signature of Witness LAUREN SCOTT Name of Witness C/- 13 SMITH STREET PARRAMATTA NSW 2150 If space is insufficient use additional annexure sheet  DATE																			
Surveyor's Reference: 1878E																			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
Registered: 14.05.2019 Office Use Only PLAN OF EASEMENT AFFECTING LOT 2 IN DP 926032 & LOT 25 IN DP 664958 Subdivision Certificate number: Date of Endorsement:	DP1248799 This sheet contains: - A statement of the true contents - see Regulation 2017 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 - Signatures and seals- see 195D Conveyancing Act 1919 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]

Signature of Witness:

Name of Witness: Sharon Samuels

Address of Witness: 150 Collins Street
Melbourne VIC 3000

Certified correct for the purposes of the Real Property Act 1900 by the MORTGAGEE

Catherine Momo

SIGNED by as attorney
for Westpac Banking Corporation ABN 33 007 457
141 under power of attorney registered Book 4299
no. 332

(Signature) Tier Three Attorney

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

*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

Council of the City of Ryde by its authorised delegate pursuant to s.377 Local Government Act 1993

Name of delegate

Signature of delegate

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

Signature of Witness

Robyn Watkinson

Name of Witness

Address of Witness: 3 Richardson Place, North Ryde NSW 2113

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1878E

**Instrument setting out terms of Easements to be created pursuant to Section 88B
Conveyancing Act 1919.**



(Sheet 1 of 4 sheets)

Plan of Easements Within Lot 2 in DP 926032
& Lot 25 in DP 664958

DP1248799 B

Full name and address
of the owner of the land:

City of Ryde Council
1 Devlin Street
Ryde NSW 2112; ABN 81 621 292 610

Sydney Water Corporation
1 Smith Street
Parramatta NSW 2150; ABN 49 776 225 038

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identity of Easement referred to in the plan:	Burdened Lots:	Benefited lots/ Authority:
1	Easement for Access Purposes 2.5 wide	Lot 2 DP 926032	Lot 100 DP 1223752
2	Right of Way 2.5 wide	Lot 25 DP 664958	Lot 100 DP 1223752

Part 2 (Terms)

1. Terms of Easement for Access Purposes 2.5 Wide numbered 1 in the Plan

- 1.1 Subject to clauses 1.2, 1.3 and 1.4, the Owners of the Lot Burdened grants to the Owner of the Lot Benefited and its Authorised Users full and free right to go, pass and repass by reasonable non-motorised means over the Easement Site at all times.
- 1.2 The Owner of the Lot Burdened may, at its expense, carry out the works of any nature on or about the Easement Site including without limitation, repairing, maintaining, constructing, installing, removing, erecting, redeveloping or otherwise changing improvements on or about the Easement Site provided that, except as provided in clause 1.3, where the works are likely to impede the intended use of the Easement Site by the Authorised Users, the Owners of the Lot Burdened shall provide the Owner of the Lot Benefited with prior written notice within a reasonable period of time prior to carrying out such works.
- 1.3 For the purposes set out in clause 1.2, in the case of any emergence or for any safety

Approved by City of Ryde Council

.....
Authorised Person

**Instrument setting out terms of Easements to be created pursuant to Section 88B
Conveyancing Act 1919.**

(Sheet 2 of 4 sheets)

DP1248799

Plan of Easements Within Lot 2 in DP 926032
& Lot 25 in DP 664958

reasons, the Owners of the Lot Burdened may restrict the access granted in clause 1.1 as it sees fit.

- 1.4 Clause 1.1 does not in any way restrict, inhibit, deter or prejudice Sydney Water Corporation in the exercise of its functions, duties of powers, pursuant to or under any legislation including the Sydney Water Act 1994.
- 1.5 The Owners of the Lot Benefited may not construct any access way or landscaping on the easement site without the prior written consent of the Owners of the Lot Burdened, which may be withheld in its absolute discretion.
- 1.6 The Owners of the Lot Benefited indemnifies the Owner of the Lot Burdened from any claims for damages, loss, costs, expenses, injury or death made by a member of the public using, accessing, traversing, passing or repassing over, the Easement Site except to the extent that the claim is caused by the negligence of the Owner of the Lot Burdened or their employees, agents or contractors.
- 1.7 It is not necessary for the Owner of the Lot Burdened to incur expenses or to make any payment before enforcing a right of indemnity conferred by this instrument.
- 1.8 The Owner of the Lot Benefited releases the Owner of the Lot Burdened from all and agrees that the Owner of the Lot Burdened is not liable for any liability, loss, costs and expenses arising from or incurred in connection with the Easement Site or any structures and improvements erected on or about the Easement Site (including damage, loss, injury and death) unless it is caused by the negligence of the Lot Burdened.
- Name of Authority allowed to vary, modify or release the Easement numbered 1 in the Plan:** Sydney Water Corporation ABN 49 776 225 038

2. Terms of Easement for Right of Way 2.5 Wide numbered 2 in the Plan

- (a) The owners of the Lot benefited shall be responsible for the ongoing maintenance of the Right of Way and carrying out any repairs as directed by Council's ~~Group manager~~ ~~Public Works~~ or Sydney Water.
- (b) The owners of the Lot benefited shall be liable to reinstate the pedestrian access should it be necessary for Council or Sydney Water to undertake any works associated with the Council's drainage reserve or Sydney Water's easement.
- (c) The owners of the Lot benefited shall not install any structures within the proposed Right of Way without the Council's or Sydney Water consent.
- ~~(d) The owners of the Lot benefited being responsible for all the costs incurred in preparing the relevant plans and Section 88B Instrument, including Council costs in formalising this matter.~~

Name of Authority allowed to vary, modify or release the Easement numbered 2 in the Plan: City of Ryde Council ABN 81 621 292 610

Approved by City of Ryde Council

.....
Authorised Person

I am authorised to make this change.
Name: Daniel Pearce Date: 7/2/19

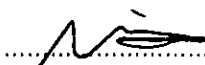
Instrument setting out terms of Easements to be created pursuant to Section 88B
Conveyancing Act 1919.

(Sheet 3 of 4 sheets)

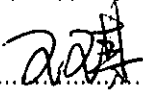
DP1248799

Plan of Easements Within Lot 2 in DP 926032
& Lot 25 in DP 664958

EXECUTED BY ENLIGHTEN MANAGEMENT PTY LTD. ACN: 604 284 068


Signature of Sole Director/Secretary

SONGNAN HUANG
Name of Sole Director/Secretary


Signature of Witness

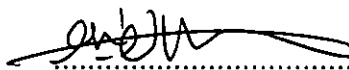
Qi WANG
Name of Witness

3601/2 Cunningham St.
Sydney NSW 2000
Certified Public Accountant
Address and occupation of Witness

Ryde Council by its authorised delegate pursuant to s.377 Local Government Act 1993


(Signature of delegate)
DANIEL PEARSE
(Name of delegate)

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


(Signature of witness)
MYKA MALEK
(Name of witness)

3 Richardson Pl, North Ryde 2113
(Address of witness)

Approved by Ryde Council

Authorised Person

Instrument setting out terms of Easements to be created pursuant to Section 88B
Conveyancing Act 1919.

(Sheet 4 of 4 sheets)

DP1248799

Plan of Easements Within Lot 2 in DP 926032
& Lot 25 in DP 664958

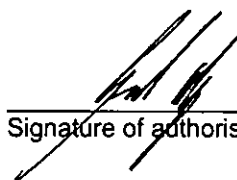
Executed by Sydney Water
Corporation ABN 49 776 225 038
pursuant to section 50(3)(a) of the
Interpretation Act 1987 by an authorised
delegate:



Signature of witness

NGA BUI

Name of witness



Signature of authorised delegate

GRANT MAY

Name of authorised delegate

1 Smith Street, Parramatta

Address of witness

Property Portfolio Manager

Title of authorised delegate

21.12.2018

Date

I certify that the Attorney for the
Mortgagee, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed this

14-DEC-2018

in my presence.



Signature of Witness

CODY ZHANG

Name of Witness

LV11, 15 London Cct, Canberra

Address of witness.

ACT.2601

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents
to the within

* Lien Plan * Lease
* Instrument * Deed



Signature

Stephen Stargate

Name of Attorney

TIER THREE ATTORNEY

UNDER POWER OF ATTORNEY

BOOK 4299 NO 332

*Delete whichever not applicable

121082 (ACT)

Approved by Ryde Council

DP

Authorised Person

REGISTERED



14.05.2019

Page 87
24/1/19

Form: 12PV
Release: 4.1

**APPLICATION
FOR REPLACEMENT
CERTIFICATE OF
New South Wales
s111 Real Property Act 1900**



AP487965J

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) CERTIFICATE OF TITLE	CP/SP94321		
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Alliance Law Group Suite 8 Level 6, 377-383 Sussex Street, Sydney 2000 Tel (02) 9266 0796 Reference: SP94321	CODE PV
(C) REGISTERED PROPRIETOR	The Owners - Strata Plan No. 94321		
(D) APPLICANT	Ceaira Wong		

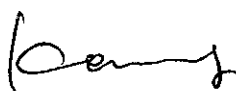
- (E) The certificate of title referred to above has been—
☒ mislaid ☐ destroyed ☐ stolen ☐ damaged or defaced.
- (F) The applicant—
☐ is a private person who is a registered proprietor of the land in the certificate of title.
☐ is a corporation which is a registered proprietor of the land in the certificate of title.
☐ is a lending institution having a registered first mortgage over the land in the certificate of title.
☐ had custody of the certificate of title at the time it was mislaid, destroyed, etc, and is—
 ☐ a lending institution not having a registered first mortgage over the land in the certificate of title.
 ☐ a trustee institution.
 ☐ a legal practitioner.
 ☐ a licensed conveyancer.
☒ [If other, specify]: Appointed Strata Managing Agent

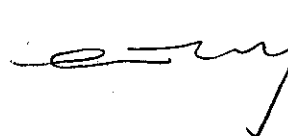
The applicant hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application and applies for replacement of the certificate of title referred to above.

DATE _____

- (G) I certify I am an eligible witness and that the applicant signed this dealing in my presence. [See note* below]

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

Signature of witness: 

Signature of applicant: 

Name of witness: Karen Wong
Address of witness: Suite 8 Level 6, 377-383 Sussex Street, Sydney NSW 2000

Telephone Number of the Witness: (02) 9266 0796

Witness please note: You may be contacted by the Registrar General to verify the signing.

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

WARNING! SEVERE PENALTIES MAY BE IMPOSED FOR LODGING A FALSE APPLICATION.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Statutory Declaration

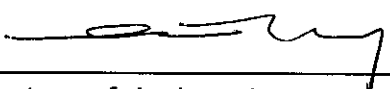
Oaths Act 1900, NSW, Eighth Schedule

I, Ceaira Wong do solemnly and sincerely declare that:

1. I am an employee of Element Realty Strata, the appointed strata managing agent for the Owners Corporation of Strata Plan 94321 (CP/ SP94321).
2. The Strata Plan was registered on 15 May 2019 and Element Realty Strata was appointed by the developer Enlighten Management Pty Ltd (Enlighten) to be the strata managing agent for the Owners Corporation of Strata Plan 94321.
3. The Certificate of Title for the Owners Corporation CP/ SP94321 was not amongst the records that were being passed on to our office by Enlighten when we were appointed as the strata managing agent.
4. I have made enquiries with Enlighten and was being told that the Certificate of Title for the Owners Corporation CP/ SP94321 is lost and could not be located at their office.

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

Declared at Eastwood NSW 2122 on 20 August 2019.



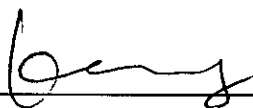
Signature of declarant

in the presence of an authorised witness, who states:

I **Karen Wong**, a ~~Justice of Peace~~ / Solicitor certify the following matters concerning the making of this statutory declaration by the person who made it:

- i. I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and~~

- ii. ~~I have known the person for at least 12 months~~ OR I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was driver's licence.



Signature of authorised witness

20 August 2019.

Date

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAW**

New South Wales

Strata Schemes Management Act

Real Property Act 1900



AP487966G

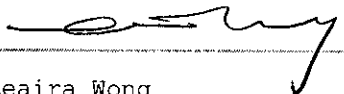
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. Section 30B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP94321		
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Alliance Law Group Suite 8 Level 6, 377-383 Sussex Street, Sydney 2000 Tel (02) 9266 0796 Reference: SP94321	CODE CH

- (C) The Owners-Strata Plan No. 94321 certify that a special resolution was passed on 3/8/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law No 1
- Amended by-law No. NOT APPLICABLE
- as fully set out below:

See Annexure A attached.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 94321 was affixed on 20/8/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Ceaira Wong

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

This is Annexure A to the Consolidation/Change of By-Laws for CP/SP94321

By-Law No. 1 – Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

By-Law No. 2 – Changes to Common Property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

By-Law No. 3 – Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

By-Law No. 4 – Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.



By-Law No. 5 – Keeping of Animals

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

By-Law No. 6 – Noise

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

By-Law No. 7 – Behaviour of owners, occupiers and invitees

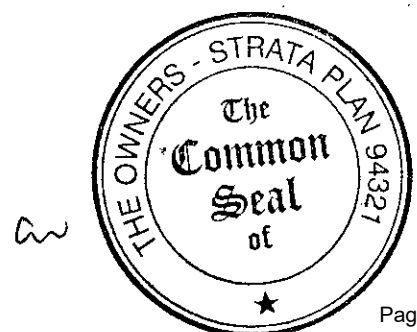
- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

By-Law No. 8 – Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

By-Law No. 9 – Smoke

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.



(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

By-Law No. 10 – Preservation of fire safety

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

By-Law No. 11 – Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-Law No. 12 – Appearance of Lot

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

By-Law No. 13 – Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

By-Law No. 14 – Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law:

"washing" includes any clothing, towel, bedding or other article of a similar type.



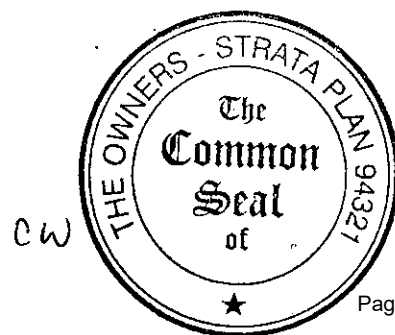
By-Law No. 15 – Disposal of waste – bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

- (9) In this by-law:
 - "bin" includes any receptacle for waste.
 - "waste" includes garbage and recyclable material.

By-Law No. 16 – Disposal of waste – shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:



- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
- (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

By-Law No. 17 – Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:

- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
- (b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

By-Law No. 18 – Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-Law No. 1 – Adoption of Fair Trading Prescribed Common Property Memorandum

The Owners Corporation adopts the Fair Trading prescribed Common Property Memorandum.

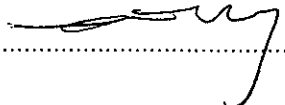


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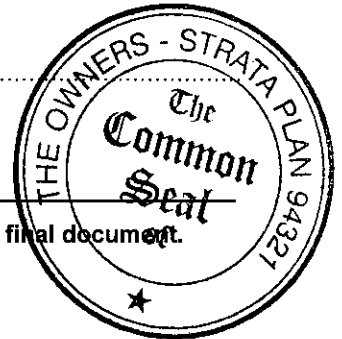
Attestation

The seal of The Owners - Strata Plan No **94321** was affixed on **20 August 2019** in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: CEARA WONG Authority: Strata managing Agent

Signature: _____ Name: _____ Authority: _____

^ Insert appropriate date



Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. This attestation is required when the seal of the owners corporation is affixed in accordance with section 273 *Strata Schemes Management Act 2015* which provides as follows:
 - where the owners corporation is comprised of only one owner, the seal must be affixed in the presence of that owner or the strata managing agent of the owners corporation;
 - where the owners corporation is comprised of only two owners, the seal must be affixed in the presence of those owners or the strata managing agent of the owners corporation;
 - where the owners corporation is comprised of more than two owners, the seal must be affixed in the presence of either:
 - two persons, being owners of lots or members of the strata committee, that the owners corporation determines for the purpose or, in the absence of a determination, the secretary of the owners corporation and any other member of the strata committee, or
 - the strata managing agent of the owners corporation.
3. A strata managing agent must also comply with the requirements of section 273(3) *Strata Schemes Management Act 2015*.

Updated April 2009

The Search People
Gpo Box 1585
SYDNEY NSW 2001

Issue Date: 26 March 2021
Certificate No: PLN2021/1325
Your Ref: 2000N-53677

PLANNING CERTIFICATE SECTION 10.7

NSW Environmental Planning and Assessment Act 1979 ('Act')

Property Address: 4/29 Gaza Rd WEST RYDE NSW 2114
Legal Description: Lot 4 SP 94321
Property Reference: 558524
Land Reference: 65169

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 4 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2000

1. NAMES OF RELEVANT ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

a) LOCAL ENVIRONMENTAL PLAN AND DEEMED ENVIRONMENTAL PLANNING INSTRUMENTS

Ryde Local Environment Plan 2014

b) PROPOSED LOCAL ENVIRONMENTAL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

Nil

c) DEVELOPMENT CONTROL PLANS

City of Ryde Development Control Plan 2014

d) STATE ENVIRONMENTAL PLANNING POLICIES AND INSTRUMENTS

The Minister for Planning has notified Council that the following State Environmental Planning Policies and Proposed State Environmental Plans apply to the land and should be specified in this certificate:

State Environmental Planning Policies

State Environmental Planning Policy No 19 - Bushland in Urban Areas.

State Environmental Planning Policy No 21 - Caravan Parks.

State Environmental Planning Policy No 33 - Hazardous and Offensive Development.

State Environmental Planning Policy No 50 - Canal Estate Development.

State Environmental Planning Policy No 55 - Remediation of Land.

State Environmental Planning Policy No 64 - Advertising and Signage.

State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.
 State Environmental Planning Policy No 70-Affordable Housing (Revised Schemes)
 State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (Education Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy (Affordable Rental Housing) 2009
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 State Environmental Planning Policy (Concurrences and Consents) 2018
 State Environmental Planning Policy (Primary Production and Rural Development) 2019.

Deemed State Environmental Planning Policies

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

Proposed State Environmental Planning Policies

State Environmental Planning Policy (Environment)

Note: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.

2. ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS

(a) ZONING and ZONING TABLE

Ryde Local Environmental Plan 2014 - Zone R2 - Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a variety of housing types.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Environmental protection works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture.

4 Prohibited

Any development not specified in item 2 or 3

(b) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE

No development standards under the Local Environment Plan apply to the land that fix minimum land dimension for the erection of a dwelling house on the land.

(c) CRITICAL HABITAT

No. The land does not include or comprise critical habitat under Local Environmental Plan.

(d) CONSERVATION AREA (however described)

No. The land has not been identified as being within a heritage conservation area under the Local Environment Plan.

(e) ITEMS OF ENVIRONMENTAL HERITAGE (however described)

No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006
--

This land **is not** within any zone under:

- a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (the 2006 SEPP); or
- b) a Precinct Plan (within the meaning of the 2006 SEPP); or
- c) a proposed Precinct Plan (within the meaning of the 2006 SEPP) that is or has been the subject of community consultation or on public exhibition.

OTHER PRESCRIBED INFORMATION

3. COMPLYING DEVELOPMENT

Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of provisions of clauses 1.17A(1)(c) to (e), (2), (3), and (4), 1.18(1)(c3) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code, Inland Code, Low Rise Housing Diversity Code and Rural Housing Code

Complying Development under the Housing Code, Inland Code, Low Rise Housing Diversity Code and Rural Housing Code may be carried out on this land.

Housing Alterations Code and General Development Code

Complying development under the Housing Alterations Code and General Development Code may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Building and Additions) Code may be carried out on the land.

Greenfield Housing Code

No, the Greenfield Housing Code **does not** apply to land within the Ryde Local Government Area.

Note: It is necessary for the zoning, size of land and other criteria such as risk level of flood prone and bushfire prone land to be in accordance with that specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for certain types of development to occur under the Policy.

4, 4A (Repealed)

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

NO

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. MINE SUBSIDENCE

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No. The land has not been proclaimed to be a mine subsidence district.

6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment.

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of Council.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy adopted by the council, or adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of:

- (i) landslip - NO.
- (ii) bush fire - NO.
- (iii) tidal inundation - NO.
- (iv) subsidence - NO.
- (v) acid sulphate soil YES

(vi) any other risk (other than flooding) - NO.

Note: The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls - YES

(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.

City of Ryde

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8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the Act.

No Environmental Planning Instrument applying to the land provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act.

9. CONTRIBUTIONS PLAN

The name of each contributions plan applying to the land:

- City of Ryde Section 7.11 Development Contributions Plan 2020.
- City of Ryde Fixed Rate Levy (Section 7.12) Development Contributions Plan 2020.

9A. BIODIVERSITY CERTIFIED LAND

This land is not biodiversity certified land Under Part 8 of the Biodiversity Conservation Act 2016.

Note: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

10. BIODIVERSITY STEWARDSHIP SITES

The land is not the subject of a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

10A. NATIVE VEGETATION CLEARING SET ASIDES

Council has not been notified that the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013* by Local Land Services.

11. BUSH FIRE PRONE LAND

The land described in this certificate is not bush fire prone land (as defined in the Act)

12. PROPERTY VEGETATION PLANS

The land is not subject to a property vegetation plan under the *Native Vegetation Act 2003*.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

There has not been an order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14. DIRECTIONS UNDER PART 3A (REPEALED)

There is no direction in force under section 75P (2)(c1) of the *Environmental Planning and Assessment Act 1979*.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

a) There is no current site compatibility certificate (seniors housing), of which the Council is aware, in respect of proposed development on the land.

b) There are no terms of a kind referred to in clause 18(2) of State Environment Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application since 11 October 2007 in respect of proposed development on the land.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

There is no valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the Council is aware, in respect of proposed development on the land.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

There is no current site compatibility certificate (affordable rental housing) that Council is aware of, in respect of proposed development on the land.

There are no terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. PAPER SUBDIVISION INFORMATION

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. NIL

(2) The date of any subdivision order that applies to the land. NIL

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of Environmental Planning and Assessment Regulation 2000.

Note: *City of Ryde does not hold any paper subdivision within the meaning of this clause.*

19. SITE VERIFICATION CERTIFICATES

There is no current site verification certificate of which the Council is aware in respect of the land.

20. LOOSE-FILL ASBESTOS INSULATION

The land does NOT include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether or not there is any affected building notice of which the council is aware that is in force in respect of the land.

No

(2) (a) Whether or not there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with,

No

and

(b) Whether or not there is any notice of intention to make a building product rectification order of which the council is aware that has been given in respect of the land and is outstanding.

No

(3) In this clause:

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

Note. The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) The land to which this certificate relates IS NOT significantly contaminated land.
- (b) The land to which this certificate relates IS NOT subject to a management order.
- (c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
- (d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
- (e) The land to which this certificate relates IS NOT subject of a site audit statement.

Note. (i) Pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, the City of Ryde may provide advice on additional matters affecting the land of which it may be aware. You are advised that information on either heritage, endangered or adequately conserved bushland, draft Development Control Plans, Master Plans or other relevant matters, applies to the land and is available on the s10.7(5) Certificate for the land.

(ii) s10.7(5) Certificates under the Environmental Planning and Assessment Act 1979, contain all the information under s10.7(2) and as such, an application and fee for a combined s10.7 certificate must be applied for.

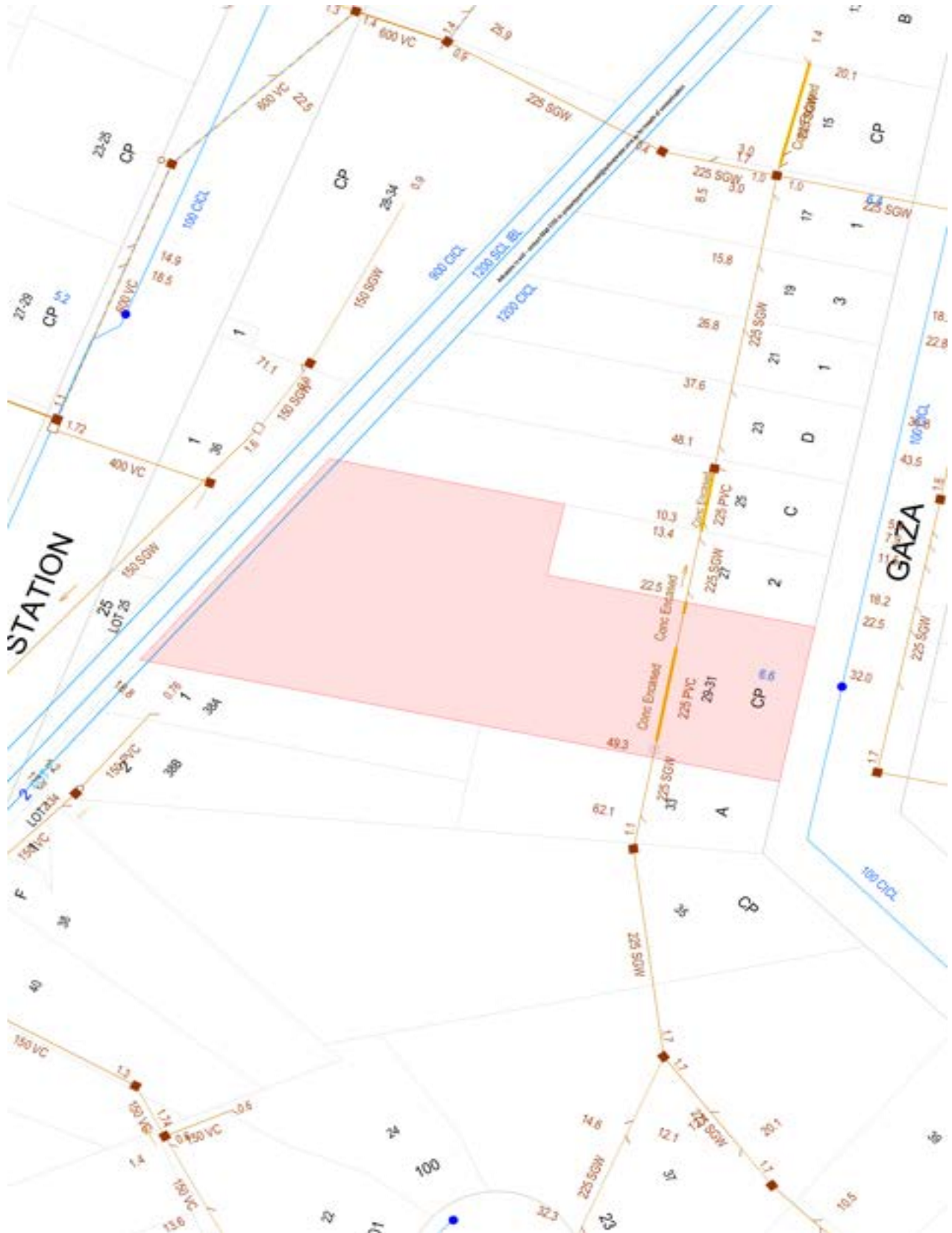
Note: The information in this certificate is current as of the date of the certificate.



Liz Coad
Director City Planning and Environment

Service Location Print
Application Number: 8000572396

Application Number: 8000572396



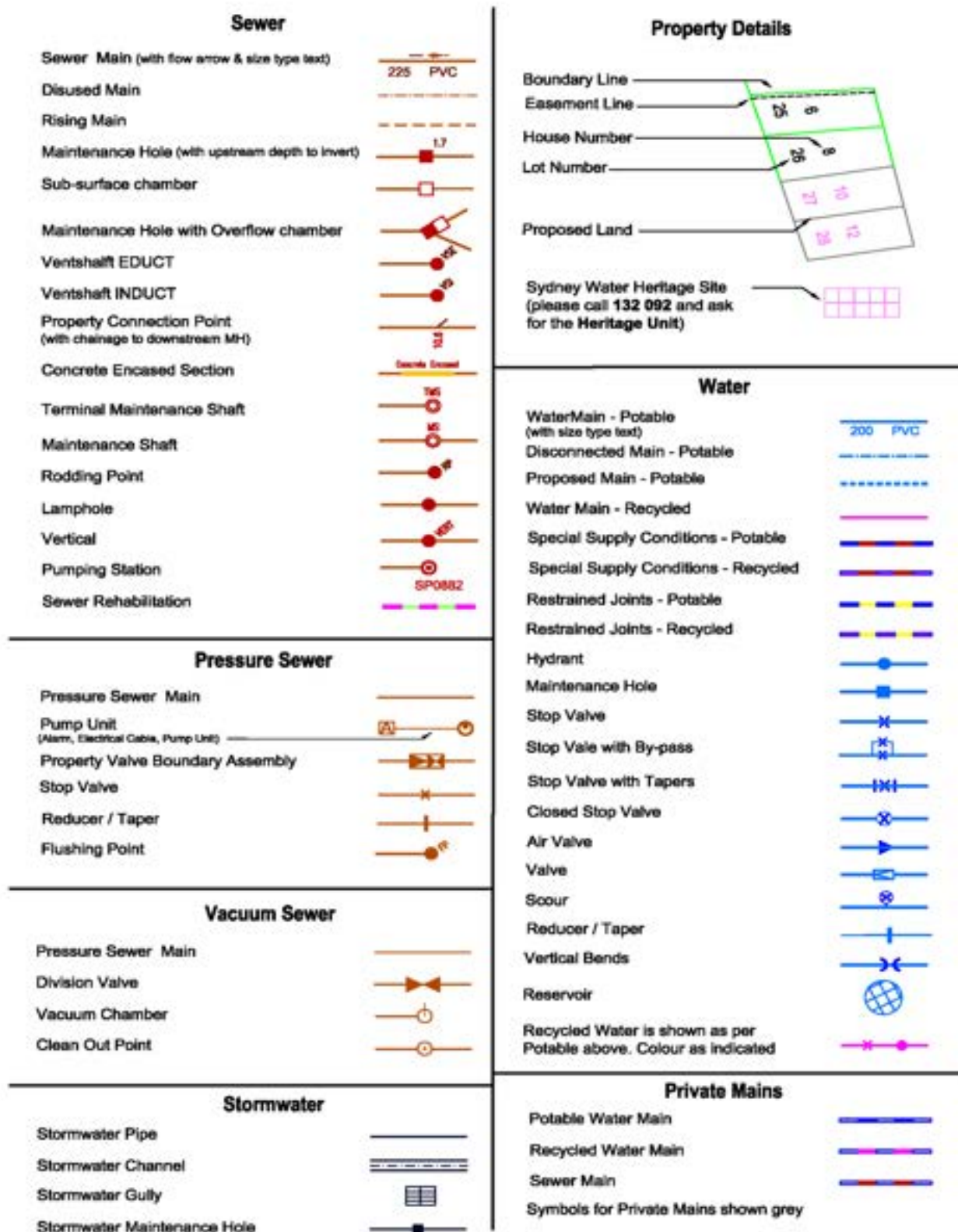
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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend



Disclaimer

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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