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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Plus Agency 418 Victoria Avenue, Chatswood , New South Wales 2067	**phone**: +61 414 581 018 **email**: julie.wei@plusagency.com.au **ref**: Julie Wei
co-agent		
vendor	JUBILET MACHINGURA AND TAWANDA MACHINGURA 32 Moreton View Crescent, Thornlands QLD 4164	
vendor's solicitor	Conveyancing.com.au Level 6 Suite 2 91 William Street Melbourne VIC 3000	**phone**: 0385186503 **email**: admin@conveyancing.com.au **ref**: 147434
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	53 NANCARROW AVE RYDE NSW 2112 Lot 9 STRATA PLAN 107243 Folio Identifier 9/SP107243	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as 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	☒ air conditioning	☐ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☐ curtains	☒ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☒ TV antenna
	☐ other:			

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: $

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by Vendor Vendor	**Signed** by Purchaser Purchaser

VENDOR (COMPANY)		**PURCHASER (COMPANY)**	
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
Signature of authorised person	Signature of authorised person	Signature of authorised person	Signature of authorised person
Tawanda Machingura Name of authorised person	Jubilet Machingura Name of authorised person	Name of authorised person	Name of authorised person
Office held	Office held	Office held	Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – 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 representative:

Supplier's contact 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):

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to the off the plan contract

Other

- ☐ 60

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

Netstrata
280 Railway Parade, Carlton NSW 2218
melissa.elliott@netstrata.com.au
+61285676414

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CERTIFICATE

Section 66W Conveyancing Act 1919

Definitions

Name of Seller:	Tawanda Machingura and Jubilet Machingura
	"the Seller"
Address of Property:	Apartment BG01, 53 Nancarrow Avenue, Ryde, NSW 2112
	"the Property"
Name of Buyer(s) or Officer of the Company where the Buyer is a Corporation	
	"the Buyer"

I, _____ certify as follows

1. I am a Solicitor/Barrister currently admitted to practice in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to the Contract for Sale of the Property from the Seller to the Buyer in order that there is no cooling off period in relation to that Contract.

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

4. I have explained to the Buyer:

    a. The effect of the Contract for Sale of the Property;
    b. The nature of this Certificate;
    c. That the effect of giving this Certificate to the Seller means there is no cooling off period in relation to the Contract for Sale.

DATED:

……..
Signature of Solicitor/Barrister

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 residential premises, within the meaning of the *Home Building Act 1989,* Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds 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.

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Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

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 the Act, section 66W, 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 the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

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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	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

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.

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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)

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
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;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
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*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *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.

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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 16.5.
3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 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
4.2.2 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.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 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.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW 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*.

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4.13 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 –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 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 –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

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*.

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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.

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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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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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, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.

14.6 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.

14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 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.

16.4 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

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

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).

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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 4.8 or clause 30.4);

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;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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 4, 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.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
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 14.6 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.

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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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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.

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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 earnt 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 –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 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.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 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.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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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.

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.

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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 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a 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 burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 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.

30.8 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.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

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.

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SPECIAL CONDITIONS

VENDOR: **TAWANDA MACHINGURA and JUBILET MACHINGURA**

PURCHASER:

PROPERTY: **APARTMENT BG01, 53 NANCARROW AVENUE, RYDE, NSW 2112**

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33. DEATH, INCAPACITY AND BANKRUPTCY

33.1 If either party (or if a party consists of more than one person, any one of those persons) before Completion:

(a) dies or loses legal capacity;

(b) is declared bankrupt;

(c) enters into any scheme of arrangement for the benefit of creditors;

(d) has a petition for the winding up of that party presented;

(e) enters into any scheme or arrangement under the Corporations Law; or

(f) has a liquidator, receiver or official manager appointed in respect of that party,

either party may rescind this Contract by notice in writing to the other party and the provisions of clause 19 apply.

34. AMENDMENTS TO STANDARD PRINTED PROVISIONS

34.1 The printed clauses are amended by:

(a) **Clause 2.2** – deleting "*Normally*" at the beginning of the clause;

(b) **Clause 3.10.1** – deleting the word "*normally*" at the beginning of the clause;

(c) **Clause 7.1.1** – deleting "*5%*" and replacing it with "*1%*" where it appears;

(d) **Clauses 7.2.1, 7.2.2** and **7.2.5** – deleting these clauses;

(e) **Clause 8.2.2** – deleting this clause;

(f) **Clause 8.2.3** – deleting the words "*a reasonable adjustment*" and inserting instead "*the agreed occupation fee (or if no fee has been agreed, a reasonable occupation fee)*";

(g) **Clause 10.1** – inserting the words "*or delay completion*" after the word "*requisition*";

(h) **Clauses 10.1.8** and **10.1.9** - deleting the word "*substance*" and replacing it with "*existence*" where appearing;

(i) **Clause 14.4.2** – deleting this clause;

(j) **Clause 17.3** – deleting the words "*or after*" where used;

(k) **Clause 18.8** – inserting a new clause 18.8 as follows:

"The buyer cannot make an objection, requisition or claim after entering into possession."

(l) **Clause 19.3** – inserting a new clause 19.3 as follows:

"Despite clause 19.2.3, the buyer's only remedy for a breach of a warranty prescribed by the Conveyancing (Sale of Land) Regulation 2022 is the remedy prescribed by that regulation."

(m) **Clauses 23.13** and **23.14** are deleted and the Seller relies on clause 23.15.

35. NO WARRANTIES OR REPRESENTATIONS

35.1 The property is sold in its present condition and the Buyer acknowledges that it buys the Property relying on its own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Seller.

35.2 Without limiting the generality of clause 35.1, any warranties by or on behalf of the Seller, express or implied, as to any purpose for which the property or as to any building which is or may be erected on the property can be used, are expressly negatived.

35.3 The Buyer is purchasing the property together with the appurtenances thereto as a result of the Buyer's own inspection and in its present condition and state of repair and subject to any infestation, dilapidation, compliance or non-compliance (in any regard), fault or defect both latent and patent and the buyer shall not be entitled to require the seller to undertake any work to the property whatsoever;

35.4 The Buyer acknowledges that this contract represents the whole agreement between the parties and it is not relying upon any warranty or representation made by the Seller or any person on behalf of the Seller except such as is expressly contained in this contract;

35.5 The Buyer may not make any objection, requisition or claim for any compensation or delay completion in respect to any matter disclosed or referred to in any document attached and forming part of this contract;

35.6 The Buyer acknowledges that it is purchasing the property and shall take title subject to all existing or proposed, water, sewerage and drainage, gas, electricity, telephone and other installations and services (if any) and shall not make any objection, requisition, claim for compensation or delay completion nor rescind or terminate this agreement in respect of or in consequence of or arising from any of the following matters:

(a) the nature, location, availability or non-availability of any such services;

(b) any sewer main or mains or connections for or of any relevant authority for or supplier of any such services passing in or over or through the property;

(c) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or mains, pipes or connections thereof;

(d) any defects in such installations and services;

(e) any underground or surface stormwater drain passing through or over the property or should any manhole or vent be on the property;

(f) any rainwater downpipe being connected to the sewer;

(g) whether any easement has or has not been granted and/or registered in respect of any services or installations referred to by this clause 35 either to and/or passing over or through the subject property and/or any adjoining property.

36. VENDOR'S AGENT

The Buyer warrants that it was introduced to the property by the agent first named in this contract (if any) and by no other agent. The Buyer indemnifies the Seller against any claim for commission which may be made by any other agent as a result of a breach of this warranty together with any costs or expenses which may be incurred by the Seller in relation to such claim. The benefit of this clause shall not merge on completion but shall continue for the benefit of the Seller.

37. NOTICE TO COMPLETE

37.1 The parties agree that 14 days' notice shall be sufficient time for the giving of a notice to complete this Contract and making time of the essence of this contract at the date of expiry of such notice.

37.2 It is an essential term of this contract that if the Seller serves upon the Buyer a Notice to Complete, the Buyer shall pay to the Seller on completion $330.00 (inclusive of GST) to cover the Seller's legal costs and associated expenses incurred in the preparation and service of a Notice to Complete.

38. INTEREST FOR LATE COMPLETION

It is an essential term of this Contract that if completion does not take place on or by the completion date, then the Buyer shall pay to the Seller on completion, in addition to the balance of purchase monies and any other monies payable to the Seller, interest on the balance of purchase monies calculated at the rate of 8% per annum computed calculated on a daily basis from the Completion Date up to and including the actual date of completion (but not including any period for which the Seller was responsible for completion not occurring).

39. DEFAULT FEES – SIMULTANEOUS SETTLEMENT

It is an essential term of this contract that if settlement does not take place on or by the completion date, or is cancelled after appropriate arrangements have been made, due to the buyer and/or their mortgagee and through no fault of the seller, the buyer must pay an additional $165.00 (GST inclusive) on settlement to the seller to cover the seller's legal costs and other expenses incurred in rescheduling the settlement booking as a consequence of the delay.

In the event that the seller is purchasing a property which is due to settle simultaneously with this contract, and the buyer defaults on completion through no fault of the seller, then the buyer will also be liable to cover the following losses and expenses incurred by the seller as a result of the seller being unable to complete their simultaneous purchase:

a) All costs associated with obtaining bridging finance to complete the Seller's purchase of another property, and interest charged on such bridging finance;
b) Interest payable by the seller under any existing mortgage over the property calculated from original completion date;
c) Accommodation expenses necessarily incurred by the seller;
d) Penalties payable by the seller to a third party through any delay in completion of the seller's purchase.

40. SEVERABILITY

If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.

41. INCONSISTENCY

In the event of any inconsistency between these additional clauses and the printed conditions of the Contract, these additional conditions shall prevail to the extent of such inconsistency.

42. CLAIM FOR COMPENSATION

Notwithstanding anything to the contrary herein contained, the Seller and the Buyer agree that any claim by the Buyer for compensation whether under clause 7 of the contract or otherwise shall be deemed to be a requisition for the purposes of clause 8 of the Contract.

43. BUILDING CERTIFICATE AND SURVEY

43.1 Subject to the provisions of Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2022*, if the Buyer applies for a building certificate from the local council after the date of this contract and subsequently the council makes any of the following orders before completion:

(a) a work order under any legislation (but not an upgrading or demolition order), the Buyer cannot make a claim for compensation, objection or requisition or rescind or terminate the contract because there is no building certificate or survey attached to this contract;

(b) an order to not issue any building certificate; or

(c) an order that certain building works are to be done before it will issue a building certificate;

then the Buyer shall not make any objection, requisition, claim for compensation, rescind, delay completion or require the Seller to comply with or undertake any building work mentioned above.

43.2 Should the Buyer become entitled to rescind this contract for the Seller's breach of warranty under clause 1(d) Schedule 3, Part 1 of the *Conveyancing (Sale of Land) Regulation 2022,* the Seller shall also be entitled to rescind this contract provided such right is exercised before the Buyer has served a notice of rescission.

44. REQUISITION ON TITLE

If the Buyer is or becomes entitled to make a requisition in accordance with clause 5.1, then the Buyer agrees to only make requisitions in the form attached to this Contract.

45. NON-MERGER

Insofar as any printed clause or Special Condition of this contract confers rights or obligations on either party which continue after completion of this contract, then the Seller and the Buyer hereby declare and agree that such clause or Special Condition shall not merge in the transfer on completion hereof, but shall continue in full force and effect notwithstanding such completion.

46. STATUTORY WARRANTY

46.1 Within seven (7) days of the Buyer discovering a breach of the Conveyancing Regulation, the Buyer must notify the Seller in writing of the breach.

46.2 If the Seller discovers or is advised by the Buyer of a breach of the Conveyancing Regulation, the Seller may serve a notice on the Buyer specifying the breach and indicating the Seller intends to rescind this contract if the Buyer does not waive its rights in relation to a breach within seven (7) days of the date of service of the Seller’s notice.

46.3 If the Buyer does not serve a notice on the Seller waiving the breach within the time required by the Seller’s notice, the Seller can rescind this contract.

47. DEPOSIT

47.1 Notwithstanding any other provisions in this Contract;

47.2 If the Seller agrees to a partial payment of the deposit by the buyer on the contract date, the actual deposit payable by the buyer remains as the amount equal to 10% of the Purchase Price;

47.3 If the Contract is terminated by the Seller, the Seller is entitled to the partial deposit paid and to recover the remaining balance up 10% of the Purchase Price.

48. EXTENSION OF COOLING-OFF PERIOD

48.1 If this Contract is subject to a cooling-off period, the Buyer agrees and acknowledges that in the event an extension of the cooling-off period beyond that agreed at the date of this Contract is required by the Buyer, then the Buyer will make an allowance in the sum of $75.00 (inclusive of GST) in favour of the Seller's representative in recognition of fees associated with arranging the extension. This sum shall fall due and payable on completion, or in the event the Contract does not proceed, upon rescission whereby the Buyer authorises the Agent to release that sum to the Seller's Solicitor (in addition to any funds owed to the seller). This is an essential term of this Contract.

49. RELEASE OF DEPOSIT

The Buyer agrees that at any time prior to Completion the Seller may require the release of the whole or part of the Deposit to be applied towards the deposit, stamp duty or purchase price of another property being purchased by the seller in which case that amount shall be immediately released to Seller upon request.

50. GUARANTEE

If the Buyer is a corporation and is not a corporation listed on an Australian Stock Exchange then the director(s) of the Buyer shall contemporaneously with the making of this Contract enter into a personal guarantee in the form annexed below.

GUARANTEE

In consideration of the seller entering into this contract at the guarantor's request
(insert names and addresses of guarantor(s):

(hereinafter referred to as "the guarantor") guarantees to the seller payment of all money payable by the buyer under this contract and performance of all of the buyer's other obligations under this contract.

1 The guarantor:
  1.1 indemnifies the seller against any claim, action, loss, damage, cost, liability, expense or payment incurred by the seller in connection with or arising from any breach or default by the buyer of its obligations under this contract; and
  1.2 must pay on demand any money due to the seller under this indemnity.

2 The guarantor is jointly and separately liable with the buyer to the seller for:
  2.1 the performance by the buyer of its obligations under this contract; and
  2.2 any damage incurred by the seller as a result of the buyer's failure to perform its obligations under this contract or the termination of this contract by the seller.

3 The guarantor must pay to the seller on written demand by the seller all expenses incurred by the seller in respect of the seller's exercise or attempted exercise of any right under this clause.

4 If the seller assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

5 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
  5.1 the granting of any time, waiver, covenant not to sue or other indulgence;
  5.2 the release or discharge of any person;
  5.3 an agreement, composition or compromise entered into by the seller, the buyer, the guarantor or any other person;
  5.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the seller by this contract, a statute, a Court or otherwise;
  5.5 payment to the seller, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  5.6 the winding up of the buyer.

6 This guarantee binds the guarantor and the executors, administrators and assigns of the guarantor.

EXECUTED as a Deed

Signed by)
(Guarantor) in the presence of:) _____
Director

_____
Witness Signature

_____
Print Witness Name

Signed by)
(Guarantor) in the presence of:) _____
Director/Secretary

_____
Witness Signature

_____
Print Witness Name

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Seller: Tawanda Machingura and Jubilet Machingura
Buyer:
Property: Apartment BG01, 53 Nancarrow Avenue, Ryde, NSW 2112
Dated:

Requisitions

Possession & 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 1987*:
   (a) has either the seller or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the seller 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 must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Titles (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 unencumbered to the seller 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 seller 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 & 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 seller 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 seller 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.
   (d) 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 seller (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 buyer on completion.
   (b) Is the seller aware of any dispute regarding boundary or dividing fences or party walls?
   (c) Has the seller received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act* 1922?

Affections, Notices and Claims

19. In respect of the property and the common property:
    (a) Is the seller 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 seller 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 seller 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 buyer?
        (iv) any sum due to any local or public authority recoverable from the buyer? 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 seller is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions & Transfer

25. If the transfer or any other document to be handed over the 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 seller 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 buyer 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: 9/SP107243

SEARCH DATE	TIME	EDITION NO	DATE
27/2/2025	10:53 PM	3	5/11/2024

LAND

LOT 9 IN STRATA PLAN 107243
AT RYDE
LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

JUBILET MACHINGURA
TAWANDA MACHINGURA
AS JOINT TENANTS (T AU25874)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP107243
2 AU558146 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 27/02/2025 22:53:36

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP107243

SEARCH DATE	TIME	EDITION NO	DATE
27/2/2025	10:54 PM	3	21/10/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 107243 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RYDE
LOCAL GOVERNMENT AREA RYDE
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SP107243

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 107243
ADDRESS FOR SERVICE OF DOCUMENTS:
PO BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (25 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1239998 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
3 DP1239998 EASEMENT FOR GARBAGE FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
4 DP1247238 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP1247238 EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1247238 POSITIVE COVENANT
7 DP1248278 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1248278 EASEMENT FOR ACCESS VARIABLE WIDTH REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1248278 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
10 DP1248278 EASEMENT FOR BULKY GOODS ROOM VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
11 DP1248278 EASEMENT FOR BUILDING MANAGERS ROOM VARIABLE WIDTH

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (25 NOTIFICATIONS) (CONTINUED)

		(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
12	DP1248278	EASEMENT FOR ACCESS VARIABLE WIDTH REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
13	DP1248278	EASEMENT FOR ACCESS VARIABLE WIDTH REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
14	AP515908	POSITIVE COVENANT
15	DP1257038	EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
16	DP1257038	EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
17	DP1257038	EASEMENT FOR ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
18	DP1257038	EASEMENT FOR LOADING BAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
19	DP1257038	RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
20	DP1257038	EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
21	DP1298780	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.345 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
22	SP107243	EASEMENT FOR ACCESS TO AND USE OF THE PLANT ROOM VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
23	AU322673	INITIAL PERIOD EXPIRED
24	AU322673	CONSOLIDATION OF REGISTERED BY-LAWS
25	DP1309050	EASEMENT TO DRAIN WATER VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1309050

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 107243

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	97	2	71	3	111	4	73
5	73	6	73	7	73	8	74
9	120	10	71	11	71	12	71
13	73	14	111	15	100	16	100
17	98	18	98	19	106	20	72
21	72	22	72	23	72	24	103
25	101	26	121	27	72	28	72

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP107243 PAGE 3

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

STRATA PLAN 107243

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
29	72	30	72	31	106	32	101
33	98	34	98	35	98	36	107
37	72	38	72	39	72	40	72
41	75	42	76	43	102	44	122
45	72	46	72	47	72	48	72
49	107	50	102	51	98	52	99
53	99	54	109	55	73	56	73
57	73	58	73	59	76	60	76
61	103	62	123	63	73	64	73
65	73	66	73	67	109	68	103
69	99	70	99	71	99	72	110
73	73	74	73	75	73	76	73
77	76	78	77	79	104	80	124
81	73	82	73	83	73	84	73
85	110	86	104	87	99	88	105
89	126	90	74	91	74	92	74
93	74	94	77	95	107	96	107
97	84	98	84	99	105	100	164
101	159	102	118	103	114	104	114
105	148	106	148	107	119	108	114
109	114						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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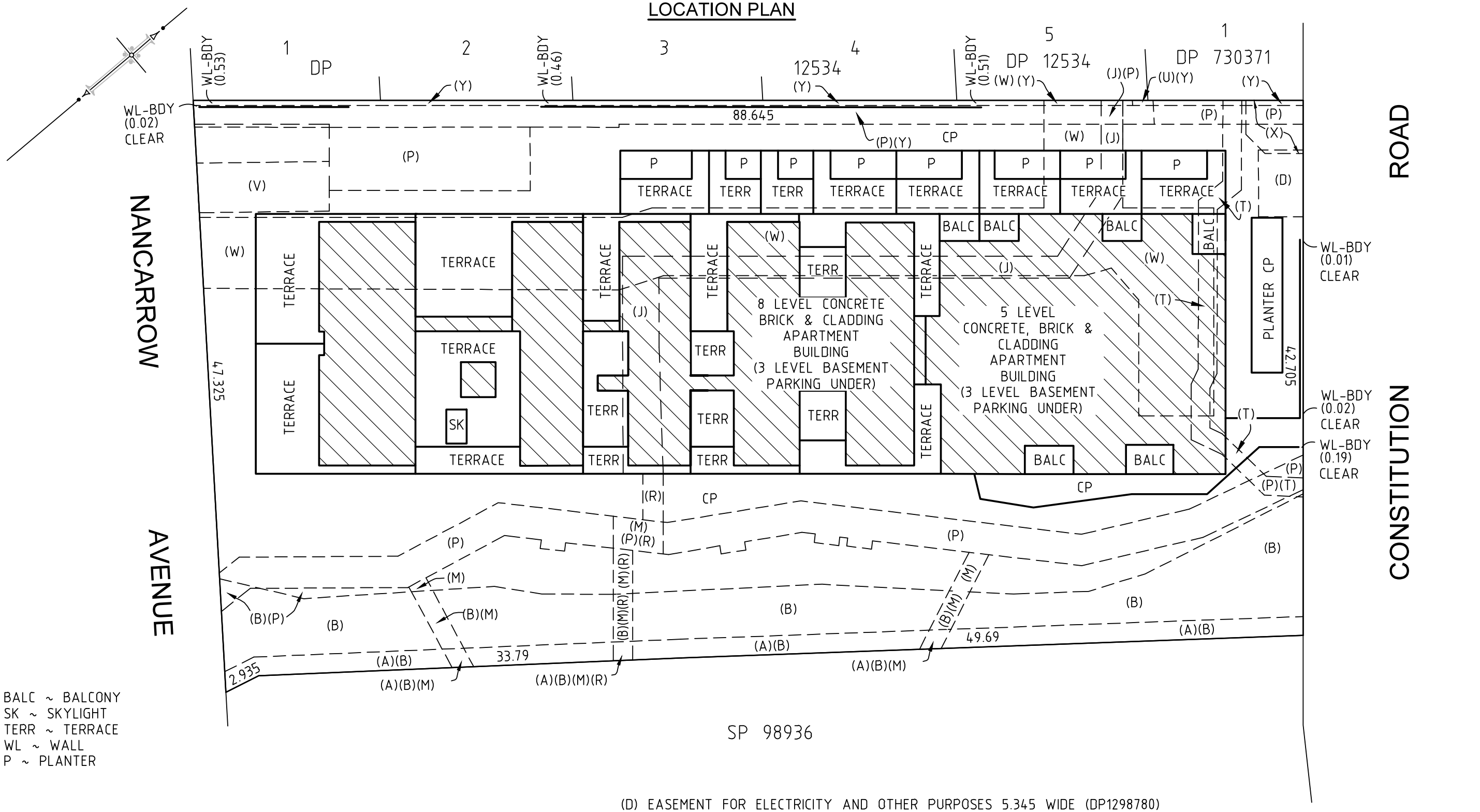
LOCATION PLAN



BALC ~ BALCONY
SK ~ SKYLIGHT
TERR ~ TERRACE
WL ~ WALL
P ~ PLANTER

(A) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1247238)
(B) EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH (DP 1247238)
(J) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1248278)
(M) EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1248278)
(P) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (DP 1257038)
(R) EASEMENT FOR ACCESS VARIABLE WIDTH (DP 1248278)
(D) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.345 WIDE (DP1298780)
(T) EASEMENT TO DRAIN WATER 1.5 WIDE LIMITED IN STRATUM (DP1257038)
(U) EASEMENT FOR ACCESS VARIABLE WIDTH (DP1257038)
(V) EASEMENT FOR LOADING BAY VARIABLE WIDTH (DP1257038)
(W) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (DP1257038)
(Y) EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH (DP1257038)
(X) SUBSTATION PREMISES No.729 (X5071)

SURVEYOR Name: JASON RAIC Date: 01-09-2023 Surveyor's Reference: 41369 065SP	PLAN OF SUBDIVISION OF LOT 7 DP 1239998	LGA: RYDE Locality : RYDE Reduction Ratio 1: 300 Lengths are in metres.	Registered 01/12/2023	SP107243

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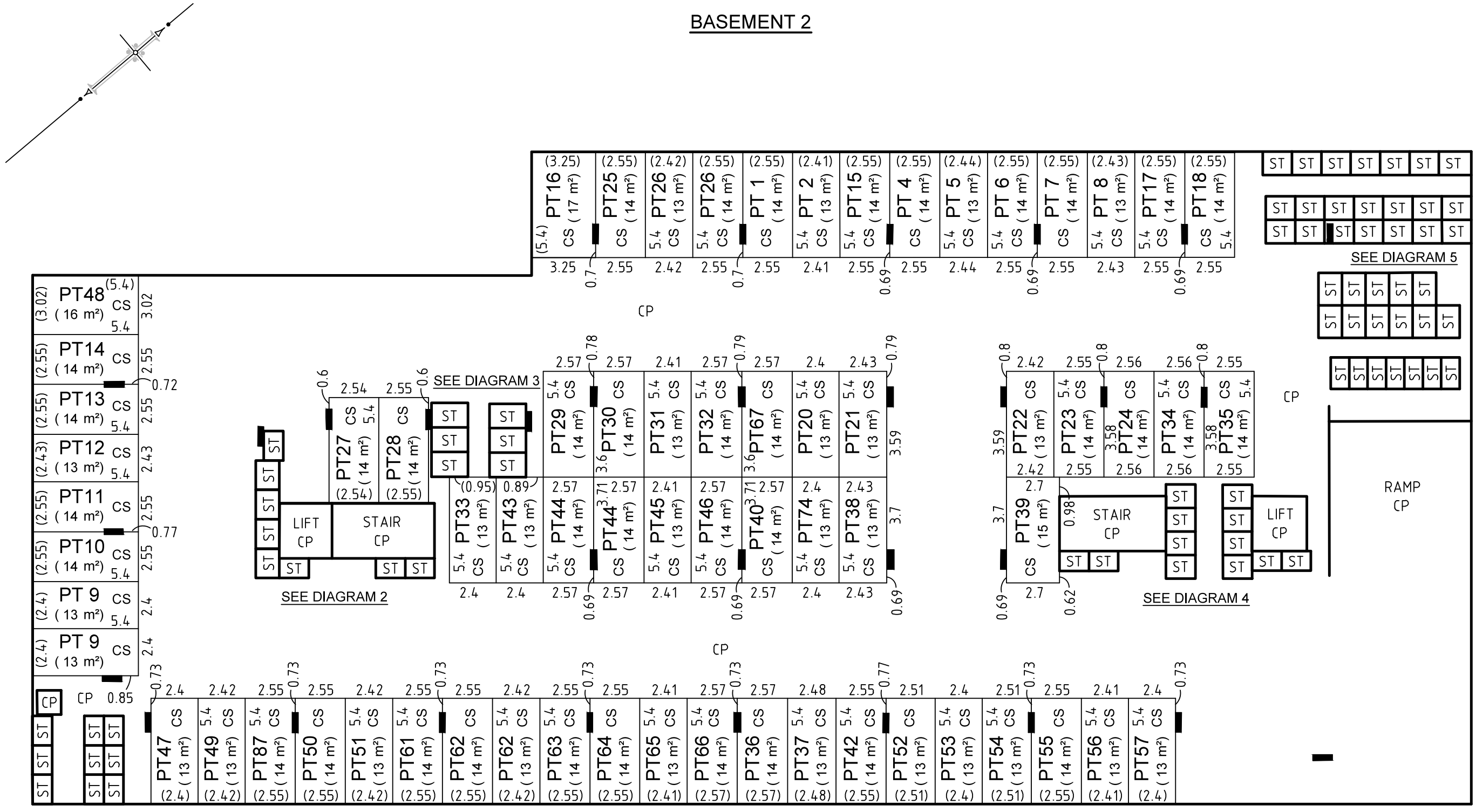
BASEMENT 2



ST ~ STORAGE
CP ~ COMMON PROPERTY
CS ~ CAR SPACE

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

~ PROLONGATION OF CENTRELINE OF COLUMN
~ PROLONGATION OF FACE OF COLUMN
~ PROLONGATION OF STRUCTURE
ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE

SEE SHEET 3 FOR DIAGRAMS

SURVEYOR	PLAN OF SUBDIVISION OF LOT 7 DP 1239998	LGA: RYDE	Registered	SP107243
Name: JASON RAIC		Locality : RYDE	01/12/2023	
Date: 01-09-2023		Reduction Ratio 1: 200		
Surveyor's Reference: 41369 065SP		Lengths are in metres.		

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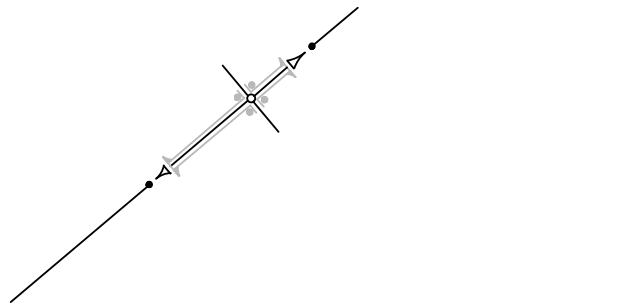

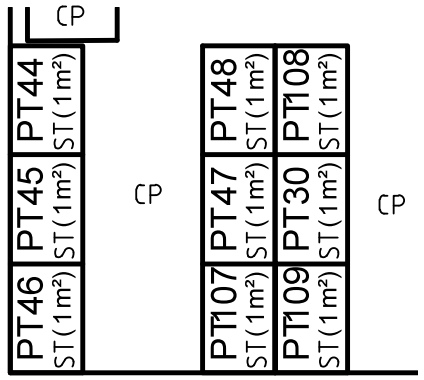

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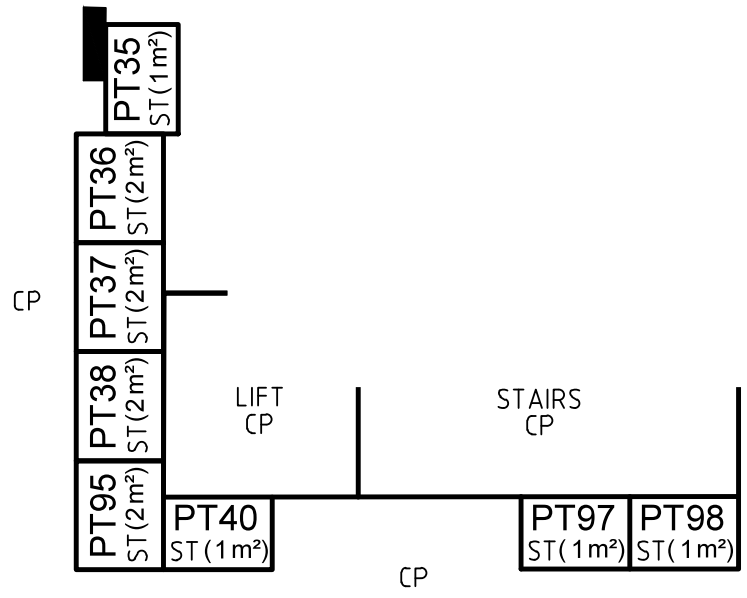

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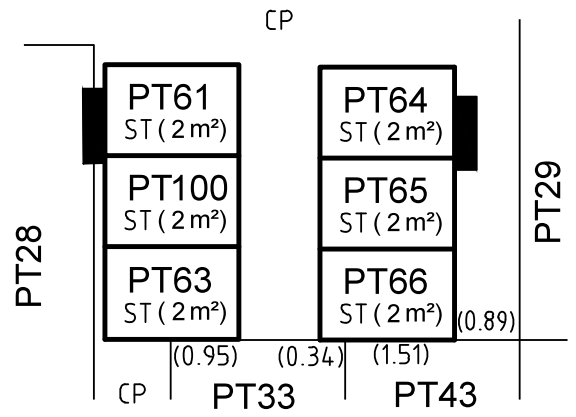

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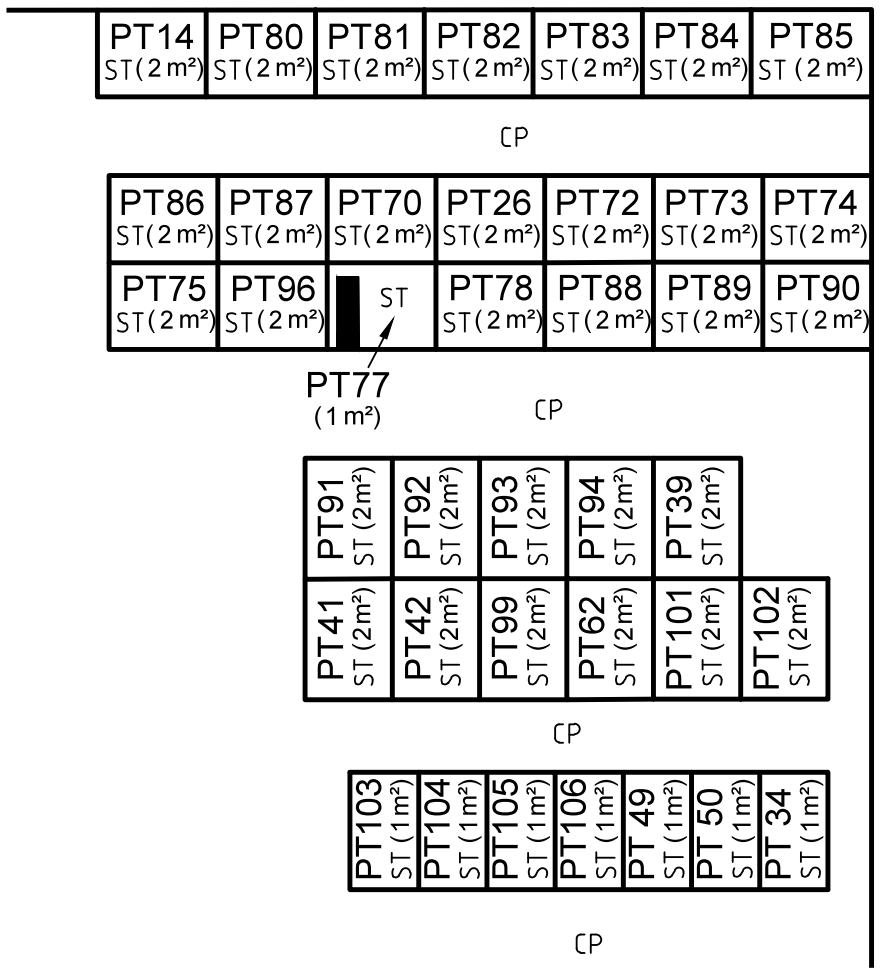

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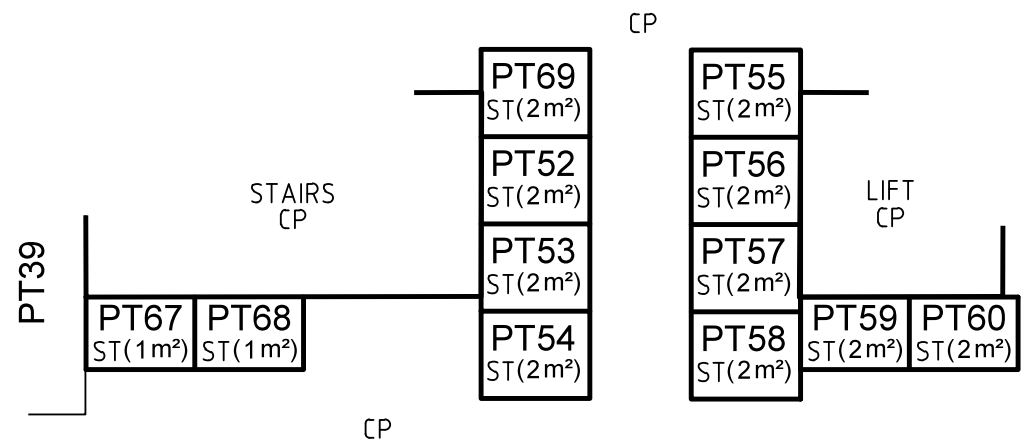

DIAGRAM 4

ST ~ STORAGE
CP ~ COMMON PROPERTY

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

SURVEYOR Name: JASON RAIC Date: 01-09-2023 Surveyor's Reference: 41369 065SP	PLAN OF SUBDIVISION OF LOT 7 DP 1239998	LGA: RYDE Locality : RYDE Reduction Ratio 1: 100 Lengths are in metres.	Registered 01/12/2023	SP107243

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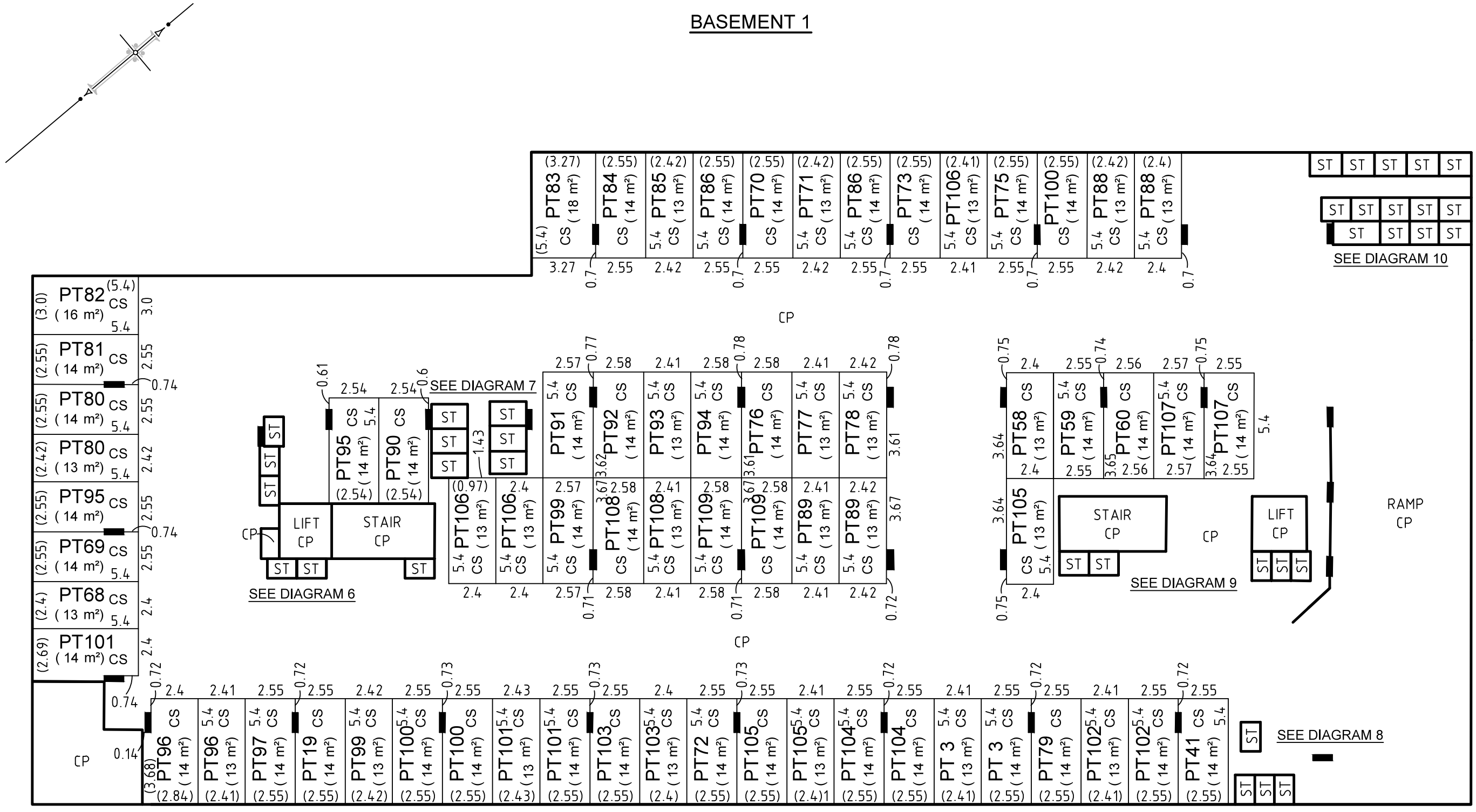

ST ~ STORAGE
CP ~ COMMON PROPERTY
CS ~ CAR SPACE

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

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

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE

SEE SHEET 5 FOR DIAGRAMS

SURVEYOR	PLAN OF SUBDIVISION OF LOT 7 DP 1239998	LGA: RYDE	Registered	SP107243
Name: JASON RAIC		Locality : RYDE	01/12/2023	
Date: 01-09-2023		Reduction Ratio 1: 200		
Surveyor's Reference: 41369 065SP		Lengths are in metres.		

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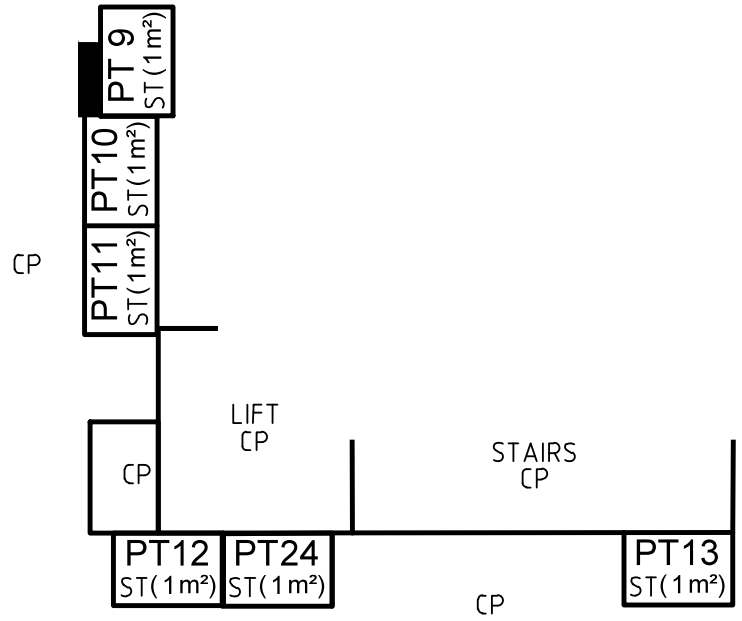
BASEMENT 1



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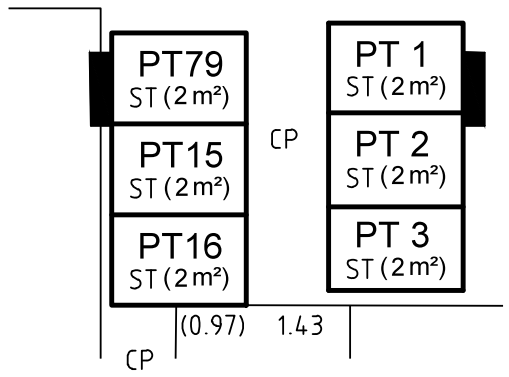

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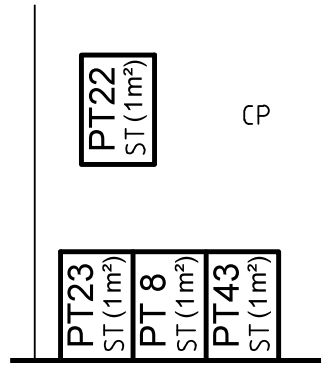

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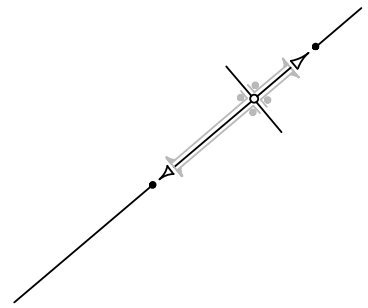

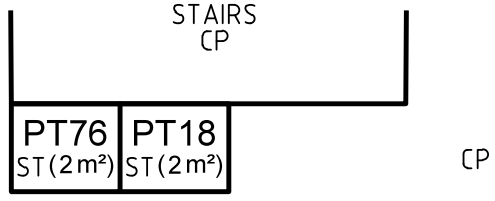

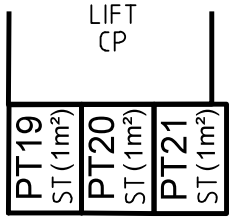

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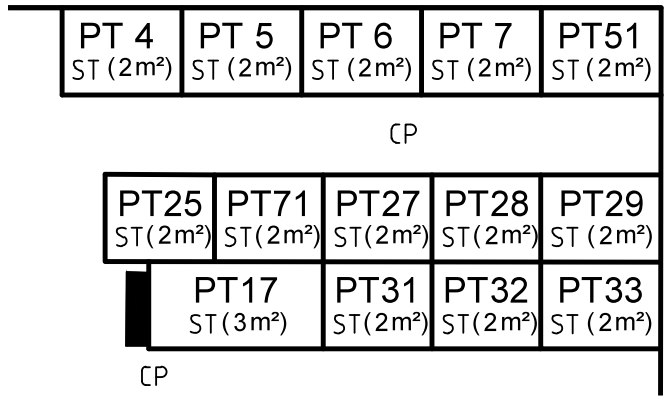

DIAGRAM 10

ST ~ STORAGE
CP ~ COMMON PROPERTY

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

SURVEYOR Name: JASON RAIC Date: 01-09-2023 Surveyor's Reference: 41369 065SP	PLAN OF SUBDIVISION OF LOT 7 DP 1239998	LGA: RYDE Locality : RYDE Reduction Ratio 1: 100 Lengths are in metres.	Registered 01/12/2023	SP107243

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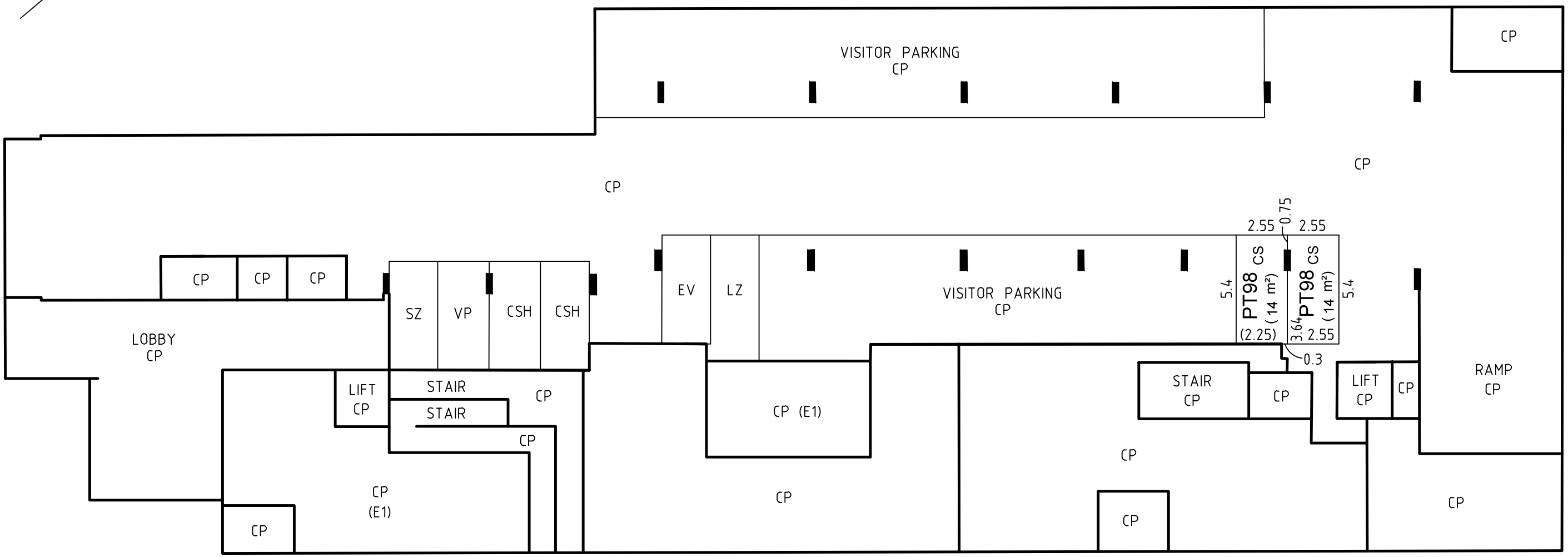
LOWER GROUND LEVEL



CS ~ CAR SPACE
CSH ~ CAR SHARE (COMMON PROPERTY)
CP ~ COMMON PROPERTY
EV ~ EMERGENCY VEHICLE (COMMON PROPERTY)
LZ ~ LOADING ZONE (COMMON PROPERTY)
SZ ~ SHARED ZONE (COMMON PROPERTY)
VP ~ VISITOR PARKING (COMMON PROPERTY)

(E1) EASEMENT FOR ACCES TO AND USE OF PLANT ROOM VARIABLE WIDTH

~ PROLONGATION OF CENTRELINE OF COLUMN

~ PROLONGATION OF STRUCTURE

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE

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

SURVEYOR	PLAN OF SUBDIVISION OF LOT 7 DP 1239998	LGA: RYDE	Registered	SP107243
Name: JASON RAIC		Locality : RYDE	01/12/2023	
Date: 01-09-2023		Reduction Ratio 1: 200		
Surveyor's Reference: 41369 065SP		Lengths are in metres.		

Req:R871488 /Doc:SP 0107243 P /Rev:01-Dec-2023 /NSW LRS /Prt:27-Feb-2025 22:54 /Seq:7 of 22
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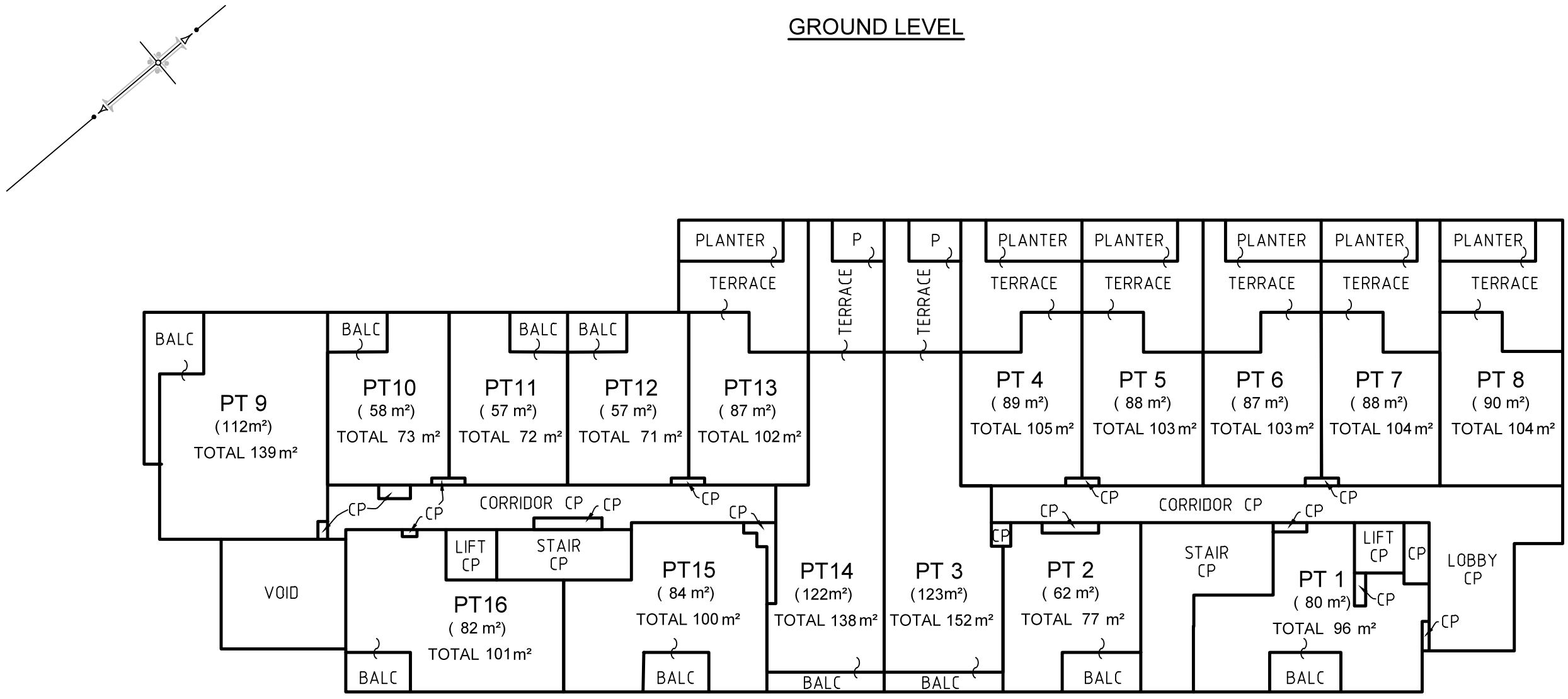
GROUND LEVEL



BALC ~ BALCONY
CP ~ COMMON PROPERTY
P ~ PLANTER

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

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

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

SURVEYOR	PLAN OF SUBDIVISION OF LOT 7 DP 1239998	LGA: RYDE	Registered	SP107243
Name: JASON RAIC		Locality : RYDE	01/12/2023	
Date: 01-09-2023		Reduction Ratio 1: 250		
Surveyor's Reference: 41369 065SP		Lengths are in metres.		

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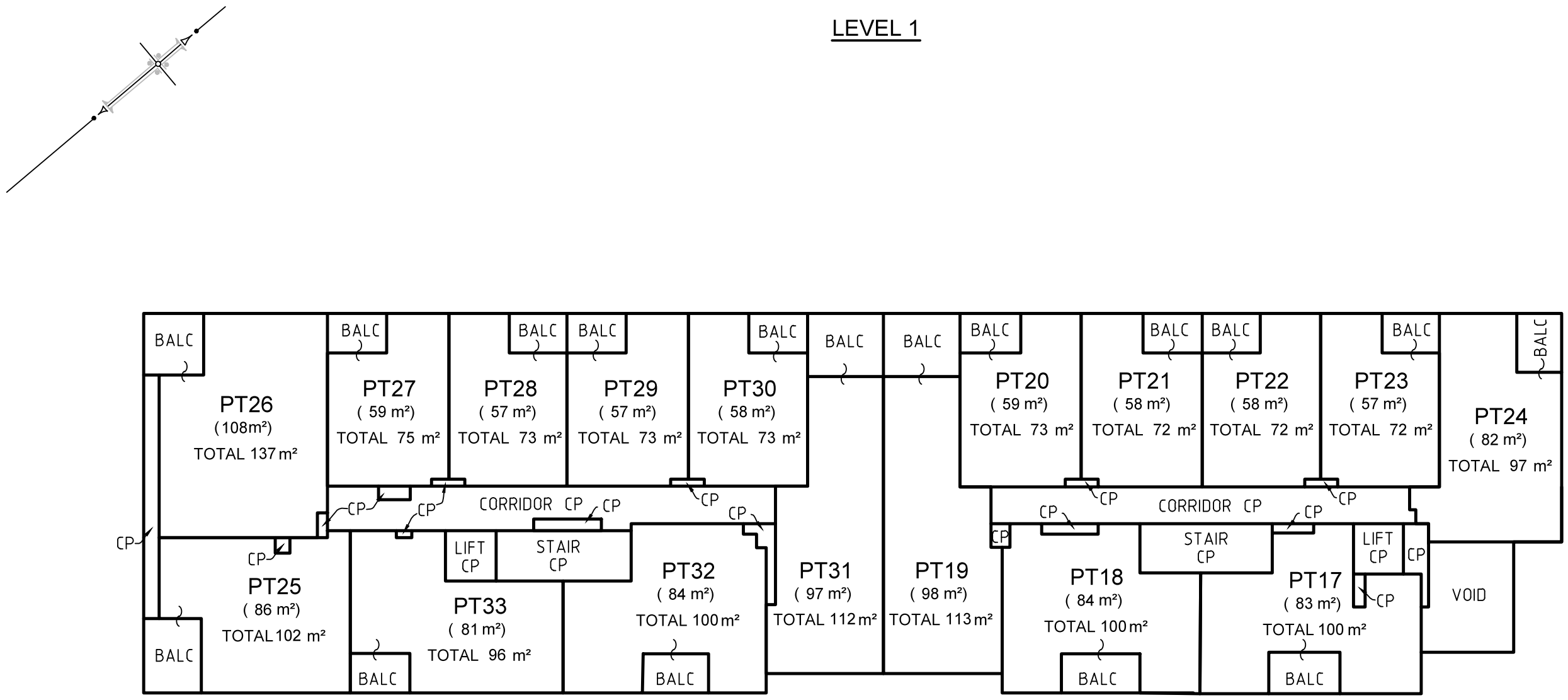
LEVEL 1



BALC ~ BALCONY
CP ~ COMMON PROPERTY

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

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

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SURVEYOR	PLAN OF SUBDIVISION OF LOT 7 DP 1239998	LGA: RYDE	Registered	SP107243
Name: JASON RAIC		Locality : RYDE	01/12/2023	
Date: 01-09-2023		Reduction Ratio 1: 250		
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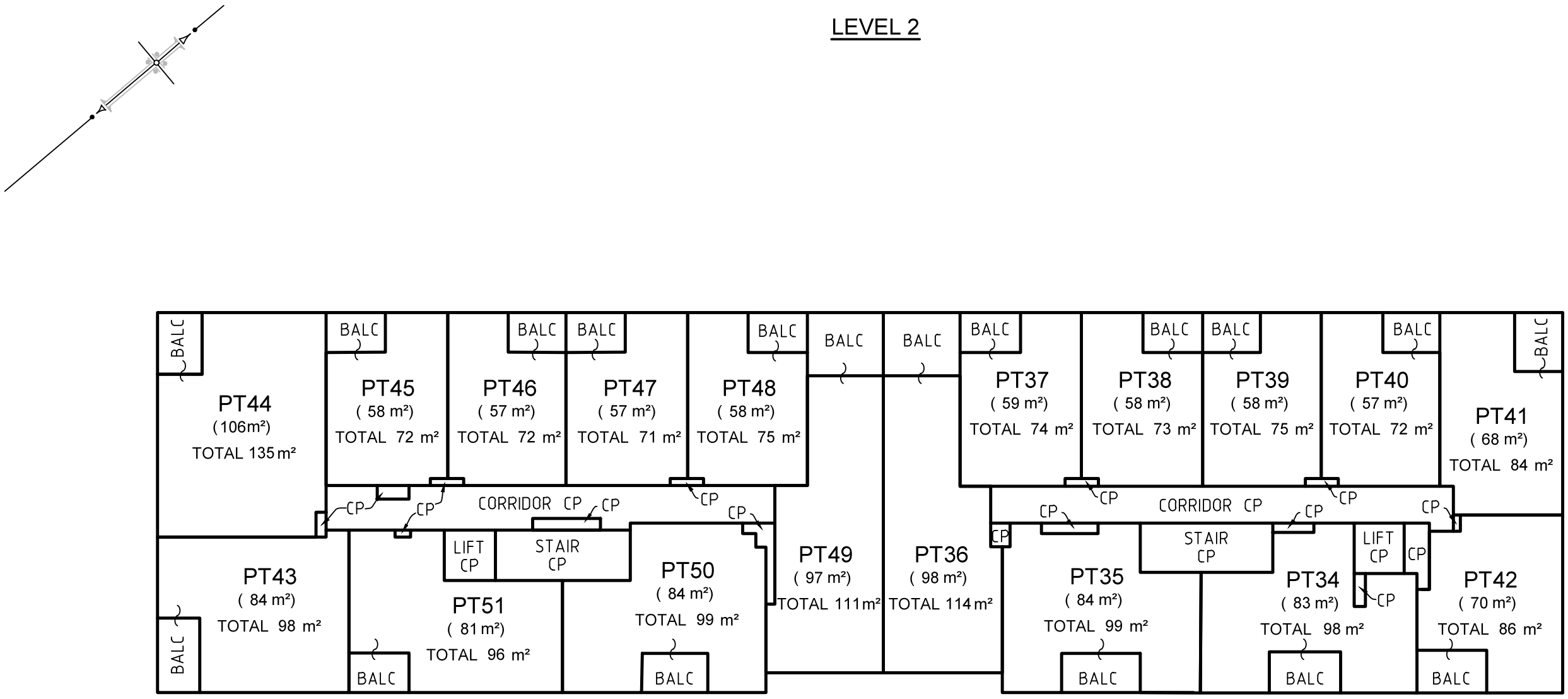
© Office of the Registrar-General /Src:InfoTrack /Ref:147434

LEVEL 2



BALC ~ BALCONY
CP ~ COMMON PROPERTY

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

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Date: 01-09-2023		Reduction Ratio 1: 250		
Surveyor's Reference: 41369 065SP		Lengths are in metres.		

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Req:R871488 /Doc:SP 0107243 P /Rev:01-Dec-2023 /NSW LRS
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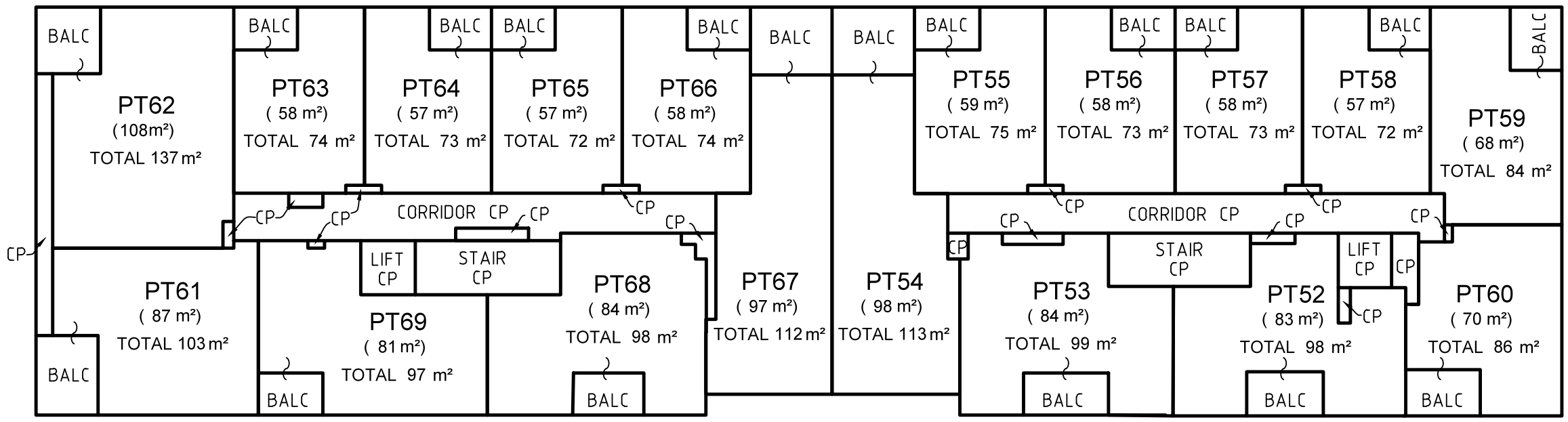
LEVEL 3



BALC ~ BALCONY
CP ~ COMMON PROPERTY

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

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

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Name: JASON RAIC		Locality : RYDE	01/12/2023	
Date: 01-09-2023		Reduction Ratio 1: 250		
Surveyor's Reference: 41369 065SP		Lengths are in metres.		

LRS /Prt:27-Feb-2025 22:54 /Seq:11 of 22
Req:R871488 /Doc:SP 0107243 P /Rev:01-Dec-2023 /NSW LRS
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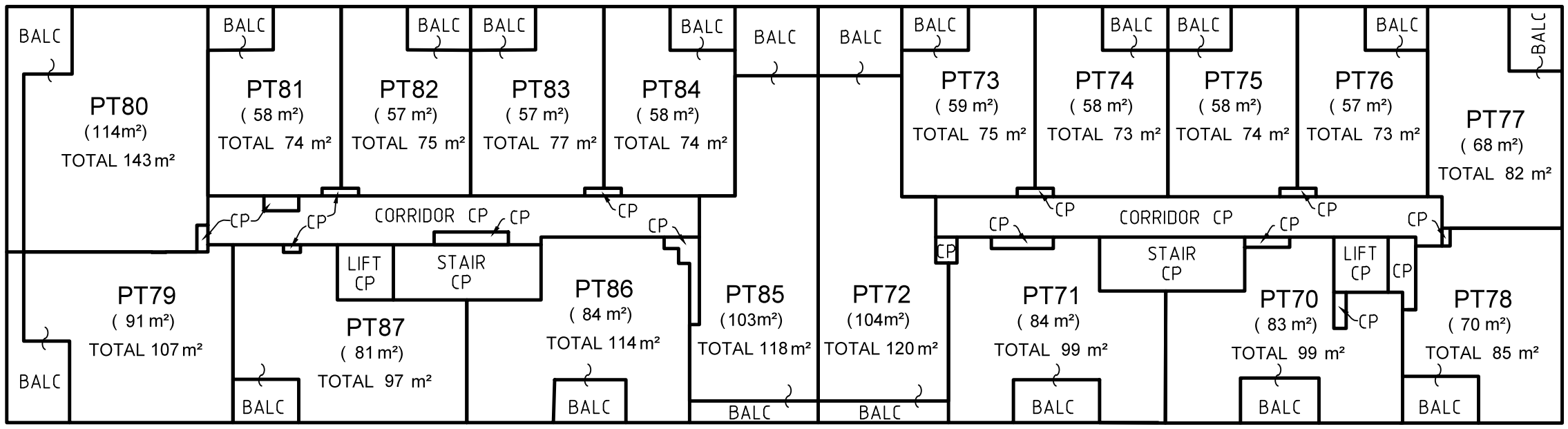
LEVEL 4



BALC ~ BALCONY
CP ~ COMMON PROPERTY

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

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

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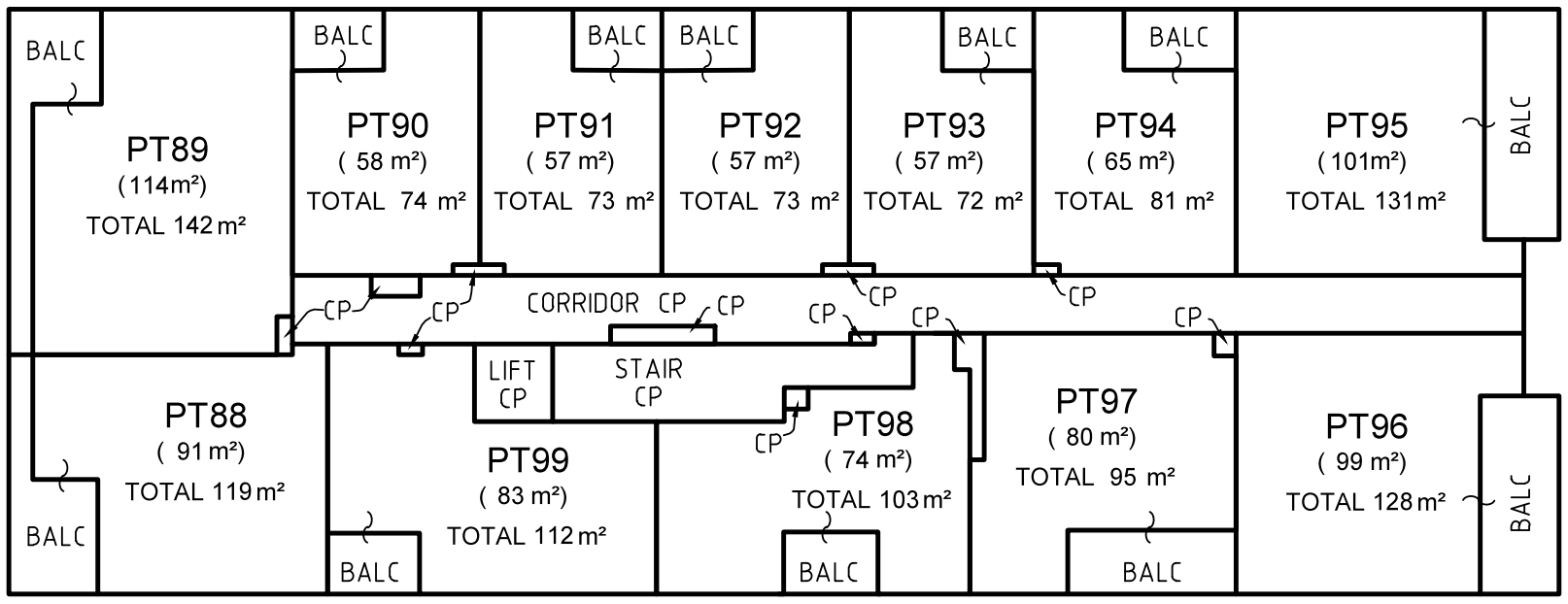
LEVEL 5



BALC ~ BALCONY
CP ~ COMMON PROPERTY

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

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

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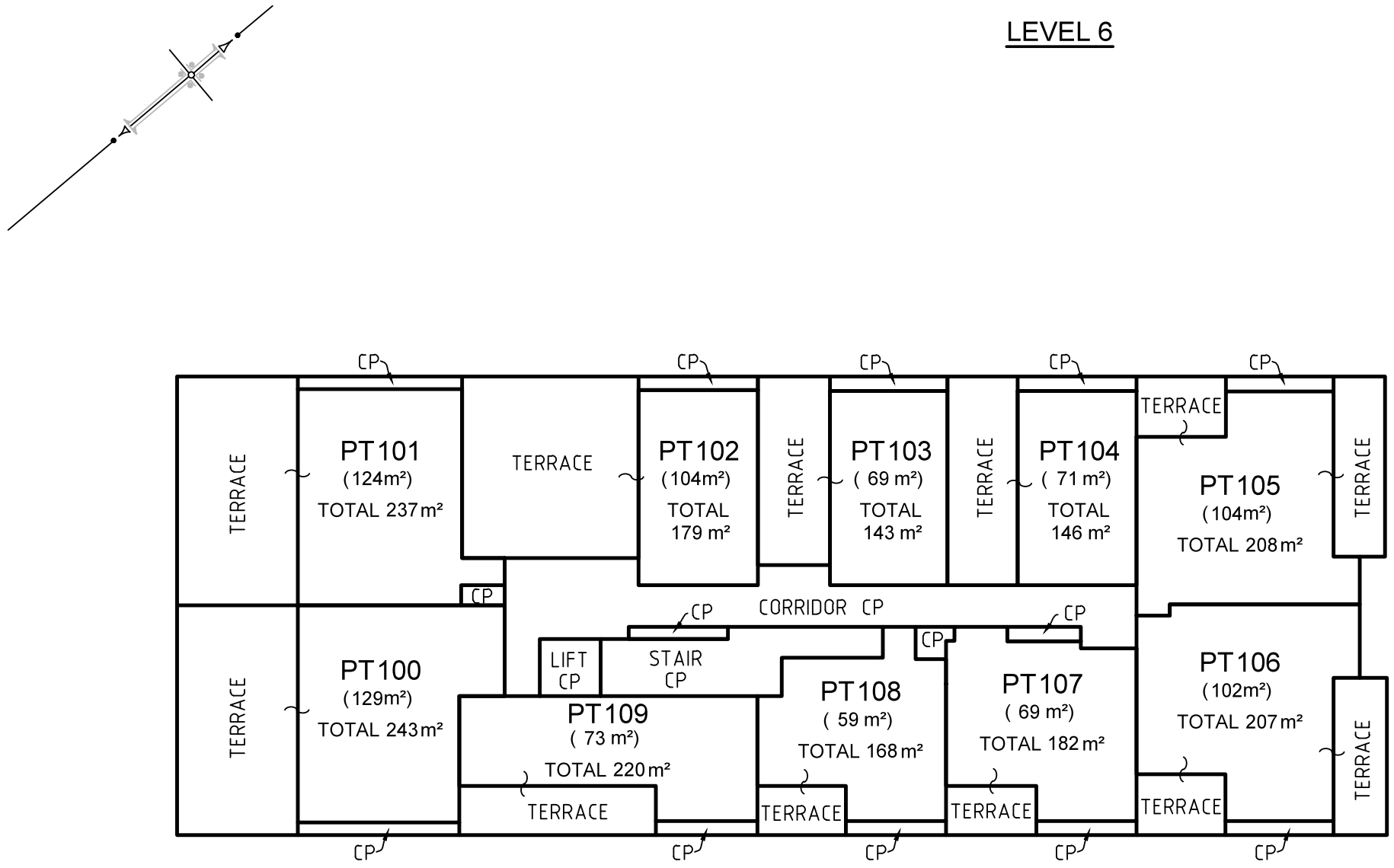
LEVEL 6



CP ~ COMMON PROPERTY

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

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

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

SURVEYOR	PLAN OF SUBDIVISION OF LOT 7 DP 1239998	LGA: RYDE	Registered	SP107243
Name: JASON RAIC		Locality : RYDE	01/12/2023	
Date: 01-09-2023		Reduction Ratio 1: 250		
Surveyor's Reference: 41369 065SP		Lengths are in metres.		

Req:R871488 /Doc:SP 0107243 P /Rev:01-Dec-2023 /NSW LRS /Prt:27-Feb-2025 22:54 /Seq:14 of 22
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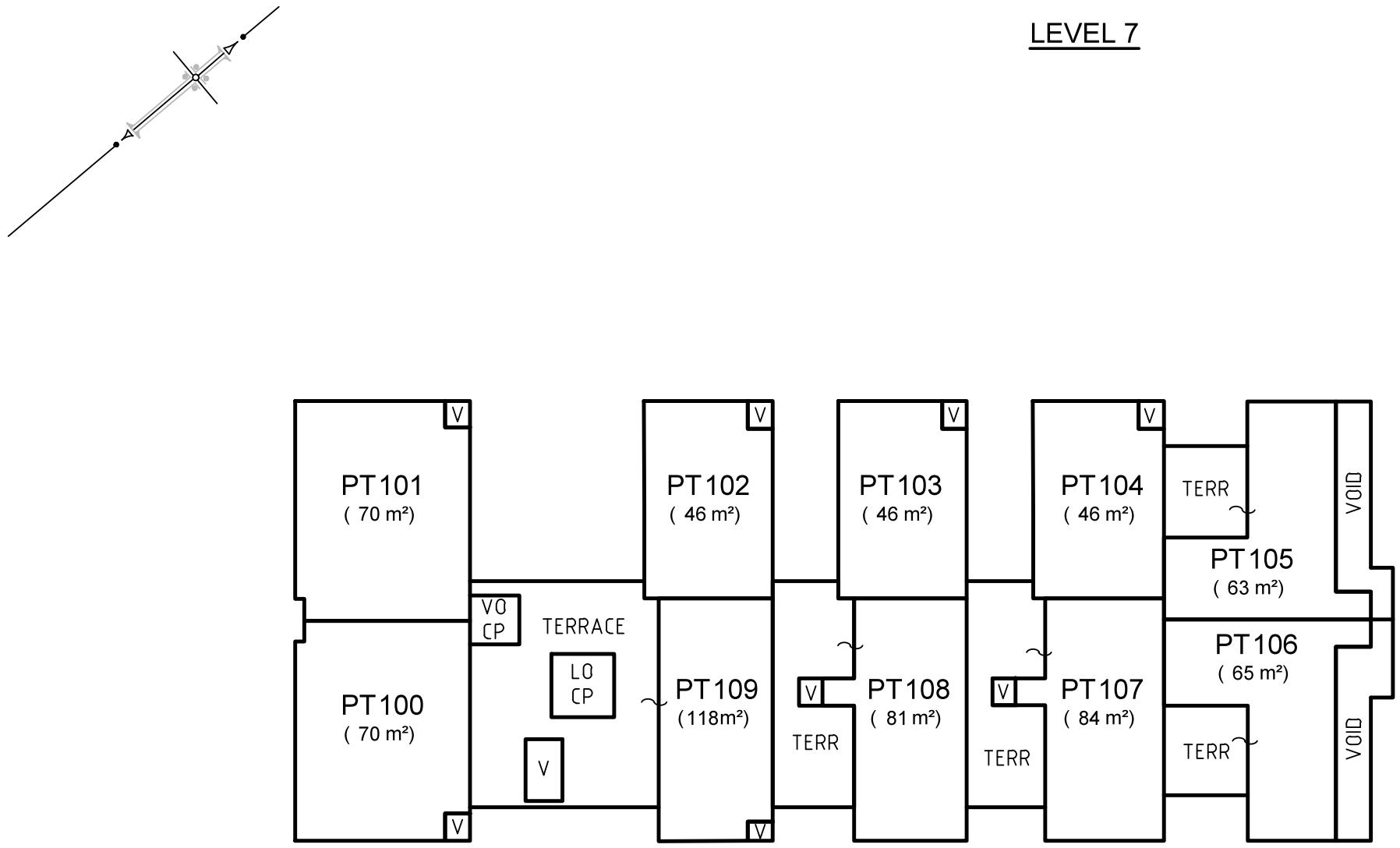
LEVEL 7



CP ~ COMMON PROPERTY
LO ~ LIFT OVERRUN
VO ~ VENT OVERRUN
TERR ~ TERRACE
V ~ VOID

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

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

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

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SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 8 sheet(s)

Office Use Only

Registered: 01/12/2023

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SP107243

PLAN OFSUBDIVISION OF LOT 7 IN DP1239998

LGA: RYDE

Locality: RYDE

Parish: HUNTERS HILL

County: CUMBERLAND

This is a ***FREEHOLD/*~~LEASEHOLD~~** Strata Scheme

Address for Service of Documents

53 NANCARROW AVENUE
RYDE NSW 2112

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

* ~~Model by-laws for residential strata schemes together with:~~
~~Keeping of animals: Option *A/*B~~
~~Smoke penetration: Option *A/*B~~
~~(see Schedule 3 *Strata Schemes Management Regulation 2016*)~~

* The strata by-laws lodged with the plan.

Surveyor's Certificate

I JASON RAIC,

of LTS Lockley, PO Box 564 St Leonards NSW 1590,

being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* 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: 1st September 2023

Surveyor ID: 8255

Surveyor's Reference: 41369 065SP

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Registered Certifier)

I Gordon Wren being a Registered Certifier, registration number BDC0447, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

*~~(a) This plan is part of a development scheme.~~

*~~(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* 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 68 *Strata Schemes Development Act 2015*.~~

Certificate Reference: SC2647

Relevant Planning Approval No.: CDC947

issued by: Gordon Wren

Signature: Electronic signature affixed by me, Gordon Wren, dated 23.10.23

Date: 23rd Oct 2023

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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SP FORM 3.07 (2019)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 8 sheet(s)

Office Use Only

Registered: 01/12/2023

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VALUER'S CERTIFICATE

I, * John Waugh of MMJ (Sydney) Professional Services

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Insitute
Class of membership: FAPI
Membership number: 68268

certify that the unit entitlements shown in the schedule herewith were apportioned on 17 October 2023 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: J. Waugh Date 19 October 2023

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE	LOT NO	UE
1	97	28	72	55	73
2	71	29	72	56	73
3	111	30	72	57	73
4	73	31	106	58	73
5	73	32	101	59	76
6	73	33	98	60	76
7	73	34	98	61	103
8	74	35	98	62	123
9	120	36	107	63	73
10	71	37	72	64	73
11	71	38	72	65	73
12	71	39	72	66	73
13	73	40	72	67	109
14	111	41	75	68	103
15	100	42	76	69	99
16	100	43	102	70	99
17	98	44	122	71	99
18	98	45	72	72	110
19	106	46	72	73	73
20	72	47	72	74	73
21	72	48	72	75	73
22	72	49	107	76	73
23	72	50	102	77	76
24	103	51	98	78	77
25	101	52	99	79	104
26	121	53	99	80	124
27	72	54	109	81	73

Surveyor's Reference: 41369 065SP

Req:R871488 /Doc:SP 0107243 P /Rev:01-Dec-2023 /NSW LRS /Prt:27-Feb-2025 22:54 /Se
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 8 sheet(s)

Office Use Only

Registered: 01/12/2023

Office Use Only

SP107243

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
- A schedule of street addresses
- 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*

SCHEDULE OF UNIT ENTITLEMENT
CONTINUED

LOT NO	UE
82	73
83	73
84	73
85	110
86	104
87	99
88	105
89	126
90	74
91	74
92	74
93	74
94	77
95	107
96	107
97	84
98	84
99	105
100	164
101	159
102	118
103	114
104	114
105	148
106	148
107	119
108	114
109	114
TOTAL	10,000

PURSUANT TO SECTION 88b OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS TO AND USE OF PLANT ROOM VARIABLE WIDTH (E1)

Surveyor's Reference: 41369 065SP

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 8 sheet(s)

Office Use Only

Registered: 01/12/2023

Office Use Only

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STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP	-	53	NANCARROW	AVENUE	RYDE
1	UG01A	53	NANCARROW	AVENUE	RYDE
2	UG02A	53	NANCARROW	AVENUE	RYDE
3	UG03A	53	NANCARROW	AVENUE	RYDE
4	UG04A	53	NANCARROW	AVENUE	RYDE
5	UG05A	53	NANCARROW	AVENUE	RYDE
6	UG06A	53	NANCARROW	AVENUE	RYDE
7	UG07A	53	NANCARROW	AVENUE	RYDE
8	UG08A	53	NANCARROW	AVENUE	RYDE
9	UG01B	53	NANCARROW	AVENUE	RYDE
10	UG02B	53	NANCARROW	AVENUE	RYDE
11	UG03B	53	NANCARROW	AVENUE	RYDE
12	UG04B	53	NANCARROW	AVENUE	RYDE
13	UG05B	53	NANCARROW	AVENUE	RYDE
14	UG06B	53	NANCARROW	AVENUE	RYDE
15	UG07B	53	NANCARROW	AVENUE	RYDE
16	UG08B	53	NANCARROW	AVENUE	RYDE
17	U101A	53	NANCARROW	AVENUE	RYDE
18	U102A	53	NANCARROW	AVENUE	RYDE
19	U103A	53	NANCARROW	AVENUE	RYDE
20	U104A	53	NANCARROW	AVENUE	RYDE
21	U105A	53	NANCARROW	AVENUE	RYDE
22	U106A	53	NANCARROW	AVENUE	RYDE
23	U107A	53	NANCARROW	AVENUE	RYDE
24	U108A	53	NANCARROW	AVENUE	RYDE
25	U101B	53	NANCARROW	AVENUE	RYDE
26	U102B	53	NANCARROW	AVENUE	RYDE
27	U103B	53	NANCARROW	AVENUE	RYDE
28	U104B	53	NANCARROW	AVENUE	RYDE
29	U105B	53	NANCARROW	AVENUE	RYDE
30	U106B	53	NANCARROW	AVENUE	RYDE
31	U107B	53	NANCARROW	AVENUE	RYDE
32	U108B	53	NANCARROW	AVENUE	RYDE
33	U109B	53	NANCARROW	AVENUE	RYDE
34	U201A	53	NANCARROW	AVENUE	RYDE
35	U202A	53	NANCARROW	AVENUE	RYDE

Surveyor's Reference: 41369 065SP

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 5 of 8 sheet(s)

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Registered: 01/12/2023

Office Use Only

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
36	U203A	53	NANCARROW	AVENUE	RYDE
37	U204A	53	NANCARROW	AVENUE	RYDE
38	U205A	53	NANCARROW	AVENUE	RYDE
39	U206A	53	NANCARROW	AVENUE	RYDE
40	U207A	53	NANCARROW	AVENUE	RYDE
41	U208A	53	NANCARROW	AVENUE	RYDE
42	U209A	53	NANCARROW	AVENUE	RYDE
43	U201B	53	NANCARROW	AVENUE	RYDE
44	U202B	53	NANCARROW	AVENUE	RYDE
45	U203B	53	NANCARROW	AVENUE	RYDE
46	U204B	53	NANCARROW	AVENUE	RYDE
47	U205B	53	NANCARROW	AVENUE	RYDE
48	U206B	53	NANCARROW	AVENUE	RYDE
49	U207B	53	NANCARROW	AVENUE	RYDE
50	U208B	53	NANCARROW	AVENUE	RYDE
51	U209B	53	NANCARROW	AVENUE	RYDE
52	U301A	53	NANCARROW	AVENUE	RYDE
53	U302A	53	NANCARROW	AVENUE	RYDE
54	U303A	53	NANCARROW	AVENUE	RYDE
55	U304A	53	NANCARROW	AVENUE	RYDE
56	U305A	53	NANCARROW	AVENUE	RYDE
57	U306A	53	NANCARROW	AVENUE	RYDE
58	U307A	53	NANCARROW	AVENUE	RYDE
59	U308A	53	NANCARROW	AVENUE	RYDE
60	U309A	53	NANCARROW	AVENUE	RYDE
61	U301B	53	NANCARROW	AVENUE	RYDE
62	U302B	53	NANCARROW	AVENUE	RYDE
63	U303B	53	NANCARROW	AVENUE	RYDE
64	U304B	53	NANCARROW	AVENUE	RYDE
65	U305B	53	NANCARROW	AVENUE	RYDE
66	U306B	53	NANCARROW	AVENUE	RYDE
67	U307B	53	NANCARROW	AVENUE	RYDE
68	U308B	53	NANCARROW	AVENUE	RYDE
69	U309B	53	NANCARROW	AVENUE	RYDE
70	U401A	53	NANCARROW	AVENUE	RYDE
71	U402A	53	NANCARROW	AVENUE	RYDE
72	U403A	53	NANCARROW	AVENUE	RYDE

Surveyor's Reference: 41369 065SP

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 6 of 8 sheet(s)

Office Use Only

Registered: 01/12/2023

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STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
73	U404A	53	NANCARROW	AVENUE	RYDE
74	U405A	53	NANCARROW	AVENUE	RYDE
75	U406A	53	NANCARROW	AVENUE	RYDE
76	U407A	53	NANCARROW	AVENUE	RYDE
77	U408A	53	NANCARROW	AVENUE	RYDE
78	U409A	53	NANCARROW	AVENUE	RYDE
79	U401B	53	NANCARROW	AVENUE	RYDE
80	U402B	53	NANCARROW	AVENUE	RYDE
81	U403B	53	NANCARROW	AVENUE	RYDE
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84	U406B	53	NANCARROW	AVENUE	RYDE
85	U407B	53	NANCARROW	AVENUE	RYDE
86	U408B	53	NANCARROW	AVENUE	RYDE
87	U409B	53	NANCARROW	AVENUE	RYDE
88	U501B	53	NANCARROW	AVENUE	RYDE
89	U502B	53	NANCARROW	AVENUE	RYDE
90	U503B	53	NANCARROW	AVENUE	RYDE
91	U504B	53	NANCARROW	AVENUE	RYDE
92	U505B	53	NANCARROW	AVENUE	RYDE
93	U506B	53	NANCARROW	AVENUE	RYDE
94	U507B	53	NANCARROW	AVENUE	RYDE
95	U508B	53	NANCARROW	AVENUE	RYDE
96	U509B	53	NANCARROW	AVENUE	RYDE
97	U510B	53	NANCARROW	AVENUE	RYDE
98	U511B	53	NANCARROW	AVENUE	RYDE
99	U512B	53	NANCARROW	AVENUE	RYDE
100	U601B	53	NANCARROW	AVENUE	RYDE
101	U602B	53	NANCARROW	AVENUE	RYDE
102	U603B	53	NANCARROW	AVENUE	RYDE
103	U604B	53	NANCARROW	AVENUE	RYDE
104	U605B	53	NANCARROW	AVENUE	RYDE
105	U606B	53	NANCARROW	AVENUE	RYDE
106	U607B	53	NANCARROW	AVENUE	RYDE
107	U608B	53	NANCARROW	AVENUE	RYDE
108	U609B	53	NANCARROW	AVENUE	RYDE
109	U610B	53	NANCARROW	AVENUE	RYDE

Surveyor's Reference: 41369 065SP

Office of the Registrar-General /Src:InfoTrack /Ref:147434

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 8 sheet(s)

Office Use Only

Registered: 01/12/2023

Office Use Only

SP107243

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
- A schedule of street addresses
- 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*

EXECUTED by)
NANCARROW PROPERTY INVESTMENTS PTY LTD)
ACN: 147 891 058)
in accordance with Section 127)
of the Corporations Act)

....

Signature of Director
Sole director/sole secretary

Signature of Director/secretary

SARKIS NASSIF

NAME (please print)

NAME (please print)

Surveyor's Reference: 41369 065SP

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 8 sheet(s)

Office Use Only	Office Use Only
Registered: 01/12/2023	SP107243

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MORTGAGEE:

WESTPAC BANKING CORPORATION

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

SIGNED by.....PHIL KRIMMER.....**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 I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.

Signature of witness:

Name of witness: Jia Hui Ou Yang

Electronic Signature of me Jia Hui Ou Yang, affixed by me on 25/10/2023

Address of witness: **Level 3, 275 Kent St Sydney NSW 2000**

S117RP Act requires that you must have known the signatory for more than 12 months or have sighted indentifying documentation.

Electronic Signature of me Phil Krimmer affixed by me on 25/10/2023

Surveyor's Reference: 41369 065SP

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Approved Form 7	Strata Plan By-laws	Sheet 1 of 26 Sheet(s)
Registered: 01/12/2023	Office Use Only	Office Use Only SP107243

Residential Strata By-Laws

Lancaster Apartments

Shepherds Bay

53 Nancarrow Avenue, Ryde NSW 2112

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Approved Form 7	Strata Plan By-laws	Sheet 2 of 26 Sheet(s)
Registered: 01/12/2023 Office Use Only		Office Use Only SP107243

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Approved Form 7	Strata Plan By-laws	Sheet 3 of 26 Sheet(s)
Registered: 01/12/2023	Office Use Only	Office Use Only SP107243

1. Definitions

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

Air Conditioning System includes air conditioning plant and equipment and air handling units and includes the Cables associated with the Air Conditioning System.

Approved Building Works means works to a Lot or Common Property which have been approved by the Owners Corporation.

Authority means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

Building means the building or buildings constructed within the Parcel.

Building Manager means the person appointed by the Owners Corporation to enter into a Building Management Statement.

Building Management Statement means the agreement between the Owners Corporation and the Building Manager comtemplated by by-law 19.

By-laws means the by-laws in place from time to time for the Strata Scheme.

Cables mean cables, conduits, pipes, wires and ducts.

Code means a code made by the Owners Corporation in accordance with by-law 12.1 (as it may be amended or changed).

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

Development Act means the Strata Schemes Development Act 2015.

Development Consent means a consent issued under the Environmental Planning and Assessment Act 1979 and includes all amendments and variations to that consent.

Equipment includes plant, machinery, equipment and security devices.

Garbage means any refuse, recyclable material or waste.

Garbage Room means that part of the area in the Building designated for the storing of Garbage.

Governmental Agency means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Management Act means the Strata Schemes Management Act 1996 (NSW).

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Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

Occupier means the occupier, lessee or licensee of a Lot.

Original Owner means the registered proprietor of the Lots at the time of registration of the Strata Plan.

Owner means the registered proprietor of a Lot or the mortgagee in possession of a Lot.

Owners Corporation means the owners corporation constituted on registration of the Strata Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Restricted Matter means a matter or class of matter determined by the Owners Corporation by way of an ordinary resolution to be a matter or class of matter to be determined by the Owners Corporation in general meeting.

Rules means the rules made by the Owners Corporation in accordance with by-law 12.1 (as they may be amended or changed).

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Services means the services provided by the Building Manager to the Owners Corporation under the Building Management Agreement including without limitation, building services, building maintenance services, cleaning services, garbage removal and waste services and landscaping services.

Sign includes any sign, light, advertisement, name, notice, placard and any other similar item, and includes any Sign advertising a Lot for sale or to let.

Strata Committee means the strata committee appointed by the Owners Corporation.

Strata Plan means strata plan comprising the residential apartments known as Lancaster Apartments, "Shepherds Bay", 53 Nancarrow Avenue, Meadowbank, New South Wales.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

1.3 Any reference to:

(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation

(b) a thing includes the whole or each part of it, and

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(c) the singular includes the plural and vice versa.

1.4 Headings do not affect the interpretation of the by-laws.

2. Consent of Owners Corporation

2.1 Where a by-law requires the consent of the Owners Corporation, unless stated otherwise in that by-law, the consent may be given by either:

(a) the Owners Corporation in general meeting, or

(b) the Strata Committee at a duly convened meeting of the Strata Committee unless it is a Restricted Matter.

2.2 Consent given by the Owners Corporation under a by-law:

(a) if practicable, may be revoked by the Owners Corporation in general meeting; and

(b) may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

2.3 Notwithstanding the provisions of by-law 2.2, where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule or Code relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule or Code, the Owners Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.

2.4 Consent given by the Strata Committee under a by-law:

(a) if practicable, may be revoked by the Owners Corporation in general meeting; and

(b) may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

2.5 Owners and Occupiers must comply with any condition in a consent.

2.6 Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

(a) if the Owners Corporation has appointed a Building Manager, that act or activity must be reported to the Building Manager, and

(b) if the Owners Corporation has not appointed a Building Manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Strata Committee .

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3. Behaviour and responsibility on Common Property

3.1 Owners and Occupiers must be adequately clothed when on Common Property.

3.2 Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.

3.3 Owners and Occupiers must not:

(a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;

(b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property;

(c) obstruct the lawful use of Common Property by any person;

(d) smoke while on Common Property or allow smoke to emit from their Lot;

(e) do anything which is illegal while on Common Property; or

(f) bring or permit to enter, any heavy article which might cause structural damage to the Building.

3.4 Owners and Occupiers must ensure their children and the children of their visitors:

(a) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and

(b) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.

3.5 Owners and Occupiers must ensure their invitees:

(a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;

(b) do not do anything that they cannot do under the by-laws; and

(c) are removed from the Building upon refusing to comply with the by-laws.

4. Common Property

4.1 Owners and Occupiers must:

(a) inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation; and

(b) have consent from the Owners Corporation under the by-laws if alterations carried out on their Lot affect Common Property.

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4.2 Owners and Occupiers must not:

(a) do anything to damage or deface Common Property;

(b) interfere with any personal property vested in the Owners Corporation;

(c) interfere with the operation of any Equipment installed in the Common Property;

(d) damage any lawn, plant, tree or garden situated on or within Common Property;

(e) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;

(f) place or hang laundry on any part of the Common Property;

(g) park or stand any motor vehicle, boat or other vehicle on any part of the Common Property; or

(h) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

4.3 Unless specifically stated to the contrary in any by-law, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation or Equipment that exclusivity services their Lot.

5. Prevention of damage to Common Property

5.1 Owners and Occupiers must not:

(a) interfere with the operation of any Equipment installed in the Common Property;

(b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot);

(c) interfere with Common Property or remove any Common Property placed there by direction or Owners Corporation, or

(d) without the prior written consent of the Owners Corporation.

6. Occupation and use of Lots

6.1 General

(a) Owners and Occupiers must:

(i) keep their lot clean, tidy and in good repair; and

(ii) comply with all Laws affecting their Lot.

(b) Owners and Occupiers must not:

(i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot; and

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(ii) use or occupy or allow their Lot to be used or occupied:

(A) for any unlawful purpose; or

(B) for any purpose that may affect, lessen or damage the reputation of the Building.

(iii) break any Law whilst on their Lot;

(iv) place or hand laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;

(v) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;

(vi) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;

(vii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires, or

(viii) install or operate any intruder alarm in their Lot which permits an audible signal.

6.2 **Window coverings**

(a) Owners and Occupiers may not alter, remove or replace the blinds installed in their Lot at the time of the registration of the Strata Scheme with a different window treatment (for example, curtains, shutters or louvres) unless:

(i) the replacement window treatment is either of a neutral or off white colour or a colour; and

(ii) the replacement window treatment has been approved by the Owners Corporation.

(b) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint.

(c) Owners and Occupiers must not without the consent of the Owners Corporation:

(i) tint the windows or glass door of their Lot with any other type of tint;

(ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds);

(iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which is visible from outside the Lot.

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6.3 Cleaning windows

(a) Owners and Occupiers must keep clean all interior surfaces and accessible exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property.

(b) The Owners Corporation will arrange for the cleaning of all inaccessible exterior glass windows, doors or balustrades.

(c) An Owner or Occupier must give the Owners Corporation access to their Lot if required for the cleaning of the glass windows, doors or balustrades.

(d) The cost of the cleaning and maintenance of the glass windows, doors or balustrades which are not Common Property will be charged to the Owner of the Lot and if unpaid by the Owner, may be recovered from that Owner as a debt due and payable to the Owners Corporation.

6.4 Balconies

(a) Owners and Occupiers must:

(i) keep the balconies of their Lot clean, tidy and in good repair; and

(ii) ensure those parts of the balcony rails and door and window frames which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.

(b) Owners and Occupiers must not:

(i) place or hang any item on the balcony of their Lot;

(A) which is fixed;

(B) which is inconsistent with the use as a balcony; or

(C) which is inconsistent with the aesthetics and appearance of the Building.

6.5 Barbecues

Owners and Occupiers must not:

(a) place or operate a barbecue on the balcony of their Lot unless:

(i) it is a portable gas barbecue with a cover; or

(ii) it is a barbecue approved by, or a type approved by the Owners Corporation;

(b) permit any smoke or odour to emit from a barbecue on their Lot which causes or is likely to cause a nuisance to the Owners and Occupiers of other Lots.

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6.6 Car spaces

(a) Owners and Occupiers must keep the car space of their Lot clean and free from grease.

(b) Owners and Occupiers must not use their car space for storage purposes.

(c) Owners and Occupiers may only use their car space for parking motor bicycles, bicycles and motor vehicles (and no other vehicles such as boats or caravans).

(d) Owners and Occupiers must not enclose their car spaces.

6.7 No Commercial activity without consent

(a) An Owner or Occupier must not carry out or permit to carry out any commercial activity from their Lot without the prior consent of the Owners Corporation.

(b) In giving its consent, the Owners Corporation may impose any conditions it consider appropriate in the circumstances.

7. Alterations or work to Lots

7.1 The consent of the Owners Corporation must be obtained if an Owner or Occupier wishes to:

(a) make alterations to, additions to, remove, repair or replace:

(i) any part of the Common Property near or within their Lot (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings);

(ii) the structure of their Lot;

(iii) the internal walls inside their Lot (such as dividing walls even though they may not be Common Property);

(iv) the balcony attached to their Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));

(b) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of their Lot.

(c) install, place or leave anything on the car space of their Lot which is not a motor vehicle.

7.2 Owners and Occupiers of Lots must not commence to carry out any Approved Building Works to their Lot, any other Lot or the Common Property:

(a) unless the Owners Corporation has approved the plans and specifications for the works;

(b) they have procured all relevant consents from the relevant Authorities;

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(c) if applicable, they have in place all relevant insurances and have given a copy of the policy and the certificate of currency to the Owners Corporation, and

(d) If applicable, they have provided to the Owners Corporation all reports and other information requested by the Owners Corporation in connection with the works.

7.3 When carrying out Approved Building Works in connection with a Lot the Owner and Occupier of the Lot must:

(a) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners Corporation;

(b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;

(c) ensure the works are carried out in a proper and workmanlike manner;

(d) use only qualified and where appropriate, licensed tradesmen; ensure the works are carried out without undue delay;

(e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;

(f) cause as little disturbance as is practicable to other Owners and Occupiers;

(g) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;

(i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and

(j) ensure the works are installed wholly within the boundaries of their Lot.

7.4 On completion of Approved Building Works in connection with a Lot, the Owner and Occupier of the Lot must:

(a) ensure all rubbish and debris caused by the works is removed from the Building;

(b) ensure the Common Property is left clean and tidy; and

(c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

7.5 Each Owner and Occupier must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

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8. Security and Security Keys

8.1 If it considers it necessary, the Owners Corporation may:

(a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;

(b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building, and

(c) restrict by means of Security Key your access to one level of the Building to any other level.

8.2 Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.

8.3 Owners and Occupiers must close all security doors and gates when they pass through them.

8.4 If the Owners Corporation restricts access under by-law 8.1, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

8.5 The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.

8.6 Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.

8.7 Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.

8.8 Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

8.9 Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

8.10 The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.

8.11 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

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9. Compensation to Owners Corporation

9.1 Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.

9.2 Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the bylaws by them or any one under their control.

10. Garbage

10.1 Owners and Occupiers may only dispose of Garbage in the manner provided by this by-law.

10.2 Garbage that is not recyclable must be:

(a) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped);

(b) placed in the garbage receptacles in the Garbage Room.

10.3 Garbage that is recyclable material must be:

(a) separated from Garbage that is not recyclable;

(b) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);

(c) in the case of bottles, completely drained, and

(d) placed in the relevant recyclable bins in the Garbage Room.

10.4 Owners and Occupiers must:

(a) promptly remove any Garbage that may have been spilled; and

(b) promptly clean the area on which the Garbage has been spilled.

10.5 Owners and Occupiers must not:

(a) place or leave Garbage anywhere on the Common Property other than:

(i) in the case of Garbage that is not recyclable, in the chutes contained in the Garbage Closets on the floor of the Building in which their Lot is located;

(ii) in the case of recyclable Garbage, in the relevant receptacle in the Garbage Room;

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(b) place or leave any item of recyclable Garbage in any receptacle in the Garbage Room other than the receptacle marked for that particular kind of recyclable Garbage, or

(c) enter the Garbage Room or place or leave Garbage in the Garbage Room.

10.6 The Owners Corporation must ensure that:

(a) the Garbage Room is cleaned and appropriately maintained and kept in a safe state at all times.

(b) ensure that Garbage receptacles and recyclable Garbage receptacles are put out for collection between 4.00pm and 7.00pm the day prior to collection and, on the day of collection, being the day following, returned to the Garbage Room by 12.00 noon.

11. Animals

11.1 Owners and Occupiers may keep one small domestic pet such as a cat or dog, or fish in an acquarium in their Lot subject to the following conditions:

(a) Owners and Occupiers must carry their cat or dog while on Common Property and must ensure that the cat or dog is leashed in the vicinity of the Building.

(b) Owners and Occupiers may not keep any breed of dog in their Lot which has been declared by the local council as a Dangerous Dog or a Restricted Dog.

11.2 Owners and Occupiers may not keep any other animal or bird on their Lot without the prior consent of the Strata Committee , such consent not to be unreasonably withheld. If the Owners Corporation grants consent for the keeping of the animal or bird, the Owners Corporation may impose conditions on its consent.

11.3 The consent of the Strata Committee is not required for the keeping of a guide dog or a hearing dog.

12. Rules and Codes

12.1 The Owners Corporation may make Rules and Codes relating to matters associated with:

(a) the use and management of the Building (including facilities in the building);

(b) the security and control of the Building;

(c) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted);

(d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in Lots;

(e) the manner of enclosing car spaces;

(f) the appearance of Lots;

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(g) the appearance of the Building;

(h) the type of furniture and other items which are prohibited from being placed on balconies;

(i) the type of Signs; or

(j) any other matter determined by the Owners Corporation.

12.2 The Owners Corporation may amend or replace any Rule or Code.

12.3 Owners and Occupiers are bound by the Rules and the Codes.

12.4 The Owners Corporation must display any new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.

12.5 If the Owner is not the Occupier, the Owner must send a copy of the Rules or Code to the Occupier within 7 days of receiving a copy from the Owners Corporation.

13. Provision of amenities or services

13.1 The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the lots:

(a) window cleaning;

(b) garbage disposal and recycling services;

(c) electricity, water or gas supply; and

(d) telecommunication services (for example, pay for view television).

13.2 If the Owners Corporation makes a resolution referred to in by-law 13.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

14. Insurance premiums

14.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

14.2 Consent under by-law 14.1 allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.

14.3 Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

14.4 Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that Owner's Lot. The increased

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amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

15. Signs

15.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers must not attach, erect or exhibit any Sign to or on any part of the Common Property or any part of their Lot which is visible from outside their Lot.

15.2 The provisions of this by-law:

(a) do not bind the Original Owner; and

(b) do not apply to Signs erected by the Building Manager indicating the location of its office or advertising its services.

16. Moving and delivering

16.1 This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.

16.2 Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.

16.3 Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot.

16.4 If the Owners Corporation has appointed a Building Manager, Owners and Occupiers must comply with his requirements.

17. Complaints and applications

17.1 Any complaint or application to the Owners Corporation or the Strata Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.

17.2 If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Strata Committee .

18. Lease or licence of Lots

18.1 This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.

18.2 If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot:

(a) must ensure the Occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;

(b) must ensure the Occupiers comply with the by-laws;

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(c) must act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Strata Committee , the Managing Agent and the Building Manager(if any) about the Occupiers; and

(d) must take all action available to ensure the Occupiers comply with the by-laws and any reasonable notice the Owner receives from the Owners Corporation.

18.3 If an Owner of a Lot has leased or licensed that Lot, the Occupier of the Lot:

(a) must comply with the by-laws; and

(b) must promptly comply with any notice it receives from the Owners Corporation, the Strata Committee , the Managing Agent and the Building Manager (if any).

18.4 An Owner, occupier or tenant of a Lot must not lease, sub-lease or allow any person other than another owner or tenant to use the car space/s of the Lot.

19. Building Management Agreement

19.1 The Owners Corporation may:

(a) appoint the Building Manager to provide the Services, and

(b) enter into the Building Management Agreement referred to in by-law 19.2 to provide those services.

19.2 The Building Management Agreement may contain the following provisions:

(a) provide for remuneration to the Building Manager of an annual fee to be agreed between the Owners Corporation and the Building Manager, and

(b) provide for the annual fee to be reviewed annually.

19.3 The agreement may include provisions about:

(a) the manner in which the Building Manager must carry out the Services;

(b) the manner in which employees and contractors are to be engaged;

(c) the manner in which the Building Manager may be reimbursed for expenses; and

(d) the manner in which the agreement may be assigned.

20. Obstruction of the Building Manager

20.1 Owners and Occupiers must not:

(a) interfere with or obstruct the Building Manager from providing the services contemplated by the Building Management Agreement, and

(b) interfere with or obstruct the Building Manager from using any part of the Common Property in providing the services contemplated by the Building Management Agreement.

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21. Exclusive use by law in connection with the Air Conditioning System

21.1 This is an exclusive use and special privilege by-law made in accordance with section 52 of the Management Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.

21.2 The Owner and Occupier of a Lot has the exclusive use of the Air Conditioning System contained within their Lot and must clean, maintain, repair and replace the Air Conditioning System contained within or servicing their Lot at their own cost.

21.3 The Owners Corporation may resolve to undertake the responsibility of cleaning, repairing, maintaining and replacing the Air Conditioning System in each Lot at the cost of the Owner of the Lot. If unpaid, the Owners Corporation may recover this cost as a debt due and payable by the Owner to the Owners Corporation.

21.4 Owners and Occupiers of a Lot must comply with all requirements of government agencies or statutory authorities in relation to the use of their air conditioning equipment.

22. Exclusive use by law in connection with the video intercom system

22.1 This is an exclusive use and special privilege by-law made in accordance with section 52 of the Management Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.

22.2 The Owner and Occupier of a Lot has the exclusive use of all the video intercom security equipment contained within the Lot. The Owners Corporation will maintain, repair and replace the intercom security equipment in the Lot at the cost of the Owner and if unpaid, the Owners Corporation may recover that cost as a debt due and payable to the Owners Corporation.

23. Access

23.1 The Owners Corporation and the Building Manager may by each of their respective agents, employees or contractors with or without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:

(a) Carrying out works required to be carried out by the Owners Corporation under these by-laws;

(b) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;

(c) carrying out work required to be carried out by the Owners Corporation by a notice served on it by any public authority, and

(d) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act.

23.2 Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions under this by-law.

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23.3 In order for the Owners Corporation to undertake its functions in this by-law, the Owners and Occupiers of Lots must permit the Owners Corporation and the Building Manager to temporarily store any necessary equipment or material on the Lot.

24. Parking

24.1 No Parking on Common Property by Owners and Occupiers Without Approval

An owner or occupier of a lot must not park or stand any motor or other vehicle ("Vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation or its authorised representative.

24.2 No Parking on Common Property by Tenants to be Permitted by Owners Without Approval An owner of a lot must:

(a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any Vehicle on the common property (including visitor parking spaces) except with the prior written approval of the owners corporation or its authorised representative; and

(b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any Vehicle on the common property (including visitor parking spaces) except with the prior written approval of the owners corporation or its authorised representative.

24.3 No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An owner or occupier of a lot must:

(a) not allow any Visitors to park or stand any Vehicle on the common property, except in a visitor parking space and in accordance with the Time Restrictions as defined in clause 4 of this By-Law; and

(b) take all reasonable steps to ensure that Visitors do not park or stand any Vehicle on the common property, except in a visitor parking space and in accordance with the Time Restrictions as defined in clause 4 of this By-Law. In this By-Law, Visitor is defined as a visitor or invitee of an owner or occupier who does not permanently reside at the strata scheme.

24.4 Time Restriction

In respect of the visitor parking spaces forming part of the common property, the owners corporation and its authorised representative shall have the following powers and authority in respect of any Vehicle parked or otherwise standing in that area:

(a) impose a restriction that each Visitor's Vehicle may occupy one or more parking space up to a total of 6 hours in any 24-hour period ("Time Restriction");

(b) establish a mechanism by which an owner or an occupier may from time to time seek consent from the owners corporation or its authorised representative for their Visitors' Vehicles to be exempted from complying with the Time Restriction, which may not be unreasonably withheld;

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(i) erect signs appurtenant to the parking spaces indicating the Time Restriction referred to in clause 4(a); and

(ii) in respect of Vehicles failing to comply with clause 4(a) of this By-Law, issue notices, remove Vehicles and recover expenses in accordance with clauses 7-9 of this By-Law.

24.5 No Parking on Common Property by Outsiders

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a Vehicle on the common property, including the visitor parking spaces.

24.6 No Parking in Another Parking Space

An owner or occupier of a lot must not park or stand any Vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

24.7 Breach of By-Law - No Parking Notices

(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this By- Law, the owners corporation or its authorised representative may:

(i) give the owner or occupier a breach notice, or place a notice on the offending Vehicle, requesting the removal of the offending vehicle, advising of the terms of this By-Law and the possible consequences of the breach continuing ("Removal Notice");

(ii) issue more than one Removal Notice throughout the duration of the breach of this By- Law (but it must not act unreasonably when doing so), and

(b) recover as a debt from the owner or occupier in breach of this By-Law:

(A) the sum of $165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("Administrative Cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and

(B) the expenses incurred by the owners corporation recovering the Administrative Cost including legal costs and disbursements on an indemnity basis ("Recovery Costs").

(c) For the avoidance of doubt, if the owners corporation or its authorised representative issues more than one Removal Notice throughout the duration of a breach of this By- Law it may recover as a debt from the owner or occupier in breach of this By-Law the Administrative Cost multiplied by the number of notices it issues.

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24.8 Breach of By-Law - Recovery of Expenses

(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this By- Law, the owners corporation or its authorised representative may:

(i) rectify the breach;

(ii) to the extent permitted by law, remove any Vehicle that is in breach of this By- Law;

(iii) incidental to the removal of the Vehicle, arrange for towing or storage or both in respect of that Vehicle;

(iv) recover from the owner of the Vehicle all expenses associated with clauses 8.1(a) to (c) or, to the extent permitted by law, recover from the owner or occupier as a debt:

(A) the expenses incurred by the owners corporation arising out of or caused by the breach, including but not limited to expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("Breach expenses"); and

(B) the expenses incurred by the owners corporation recovering the Breach Expenses including legal costs and disbursements on an indemnity basis ("Recovery expenses"); and

(v) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this By-Law if any such amounts are not paid at the end of one month after they become due and payable.

(b) For the purpose of this By-Law, any Administrative Cost, Recovery Costs, Breach Expenses and Recovery Expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.

(c) Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this By-Law.

25. Strata Mode of Recovery of Expenses, Interest, etc

In the case of an owner of a lot, the owners corporation may include reference to any Administrative Cost, Recovery Costs, Breach Expenses or Recovery Expenses for which that owner is liable on:

(a) the owner's account with the owners corporation;

(b) levy notices given to that owner; and

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(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot; for the purpose of recovering any of those amounts from the owner as a debt.

26. Inconsistencies

To the extent that any provision in this By-Law is inconsistent with any other By-Law, the provision in this By-Law will prevail to the extent of the inconsistency.

27. Absolution of Maintenance Lot Fittings & Fixtures

27.1 Introduction and Intent

(a) This By-law has been drafted from the NSW Land and Property Information (now NSW Land Registry Services) memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

(c) The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 and 107 of the Act.

(d) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

(e) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

(f) Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(g) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

27.2 Definitions

(a) In this by-law, unless the context otherwise requires or permits:

(i) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment

(ii) Lot means any lot in the strata plan

(iii) Owner means the owner of the Lot

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(iv) Owners Corporation means the owners corporation created by the registration of strata plan 97601

(v) Internal Area means any area within the envelope of a lot as defined by the Strata Plan

(vi) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

(b) In this by-law, unless the context otherwise requires:

(i) the singular includes plural and vice versa;

(ii) any gender includes the other genders;

(iii) any terms in the by-law will have the same meaning as those defined in the Act; and

(iv) references to legislation include references to amending and replacing legislation.

27.3 Terms and Conditions

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

27.4 Internal Areas

All decorative finishes within a lot, including but not limited to;

(a) All Cornices

(b) All Skirting Boards

(c) All Architraves and Internal Door Jams

(d) Wall tiles wherever located, including kitchen, bathroom and laundries

(e) Floor Tiles wherever located, including kitchen, bathroom and laundries

(f) False Ceilings

(g) Mezzanines, Stairs and Handrails

(h) All paintwork and wall paper

(i) The cleaning of mould throughout the lot where the causative factors are purely environmental

27.5 Bathroom, Ensuites and Laundry Areas

(a) All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

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(i) All taps and internal pipe work

(ii) Shower screens

(iii) Bathtub, including internal floor waste and drainage pipes

(iv) Sinks and hand basins including internal drainage pipes,

(v) Cabinets and mirrors

(vi) Toilet pan, including cistern and internal waste pipes

(vii) All lights, light fittings and exhaust fans that only service the lot, wherever located

27.6 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

(a) All taps and internal pipe work

(b) All internal waste and drainage pipes, including connection to the common stack

(c) Bench tops

(d) Sinks and insinkerators

(e) Ovens, Stoves and Cook Tops

(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

27.7 Floor Coverings

(a) All carpet within the lot

(b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles

(c) All Floor boards, whether floating or fixed

(d) All parquetry, linoleum, vinyl and cork tiles wherever located

27.8 Balcony/Courtyard Areas

(a) All tiles, pavers and decking

(b) All stairs and handrails within the balcony or courtyard area

(c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan

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(d) All plants and grassed areas within the balcony or courtyardThe pruning, trimming or removal of a tree or trees, including damage caused by roots

(e) Fences that divide two lots

(f) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

27.9 **Electrical Fittings & Appliances**

(a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling

(b) All electrical sockets and wall plates

(c) Electrical main and sub-main that services only one lot including fuses wherever located

(d) Smoke Detectors that only service one lot

(e) Alarm Systems that only service one lot

(f) Individual Garage Door Motors

(g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located

(h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;

(i) Ceiling Fans

(j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.

(k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

27.10 **Front Door, Balcony Doors, Windows and Garage Area**

(a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;

(b) Automatic door closers

(c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;

(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

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Approved Form 7	Strata Plan By-laws	Sheet 26 of 26 Sheet(s)
Registered: 01/12/2023	Office Use Only	Office Use Only SP107243

Signing page

Signed by Nancarrow Property Investments Pty Ltd under s.127(1) of the *Corporations Act 2001*

sign

Sole Director/Sole Secretary
office (director)

Sarkis Nassif
full name

Signed by the mortgagee

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

SIGNED by PHIL KRIMMER **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 I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.

Signature of witness:

Name of witness: Jia Hui Ou Yang
Electronic signature of me Jia Hui Ou Yang affixed by me on 25/10/2023

Address of witness: Level 3, 275 Kent St Sydney NSW 2000

S117RP Act requires that you must have known the signatory for more than 12 months or have sighted indentifying documentation.

Electronic signature of me Phil Krimmer affixed by me on 25/10/2023

PLAN FORM 2 (A2)

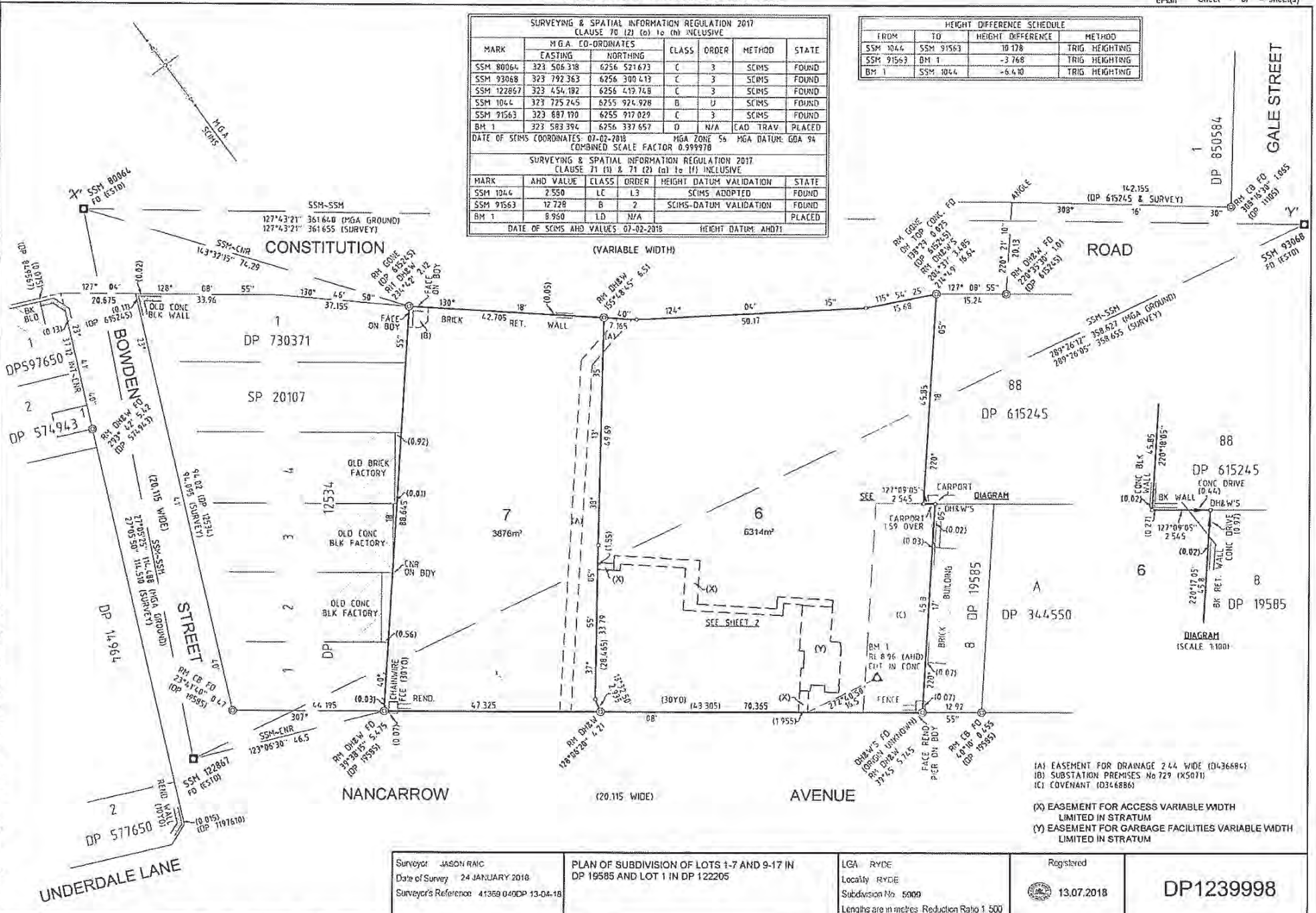
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 1 of 2 sheet(s)

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70 (2) (a) to (h) INCLUSIVE						
MARK	M.G.A. CO-ORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 80064	323 506.318	6256 521.673	C	3	SCIMS	FOUND
SSM 93068	323 792.363	6256 300.413	C	3	SCIMS	FOUND
SSM 122867	323 454.182	6256 419.748	C	3	SCIMS	FOUND
SSM 1044	323 725.245	6255 924.928	B	U	SCIMS	FOUND
SSM 91563	323 887.190	6255 917.029	C	3	SCIMS	FOUND
BM 1	323 583.394	6256 337.657	D	N/A	CAD TRAV	PLACED
DATE OF SCIMS COORDINATES: 07-02-2018 MGA ZONE 56 MGA DATUM: GDA 94 COMBINED SCALE FACTOR 0.999978						

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 71 (1) & 71 (2) (a) to (f) INCLUSIVE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 1044	2.550	LC	L3	SCIMS ADOPTED	FOUND
SSM 91563	12.728	B	2	SCIMS-DATUM VALIDATION	FOUND
BM 1	8.960	LD	N/A		PLACED
DATE OF SCIMS AHD VALUES: 07-02-2018 HEIGHT DATUM: AHD71					

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 1044	SSM 91563	10.178	TRIG. HEIGHTING
SSM 91563	BM 1	-3.768	TRIG. HEIGHTING
BM 1	SSM 1044	-6.410	TRIG. HEIGHTING



Surveyor JASON RAIC Date of Survey 24 JANUARY 2018 Surveyor's Reference 41369 040DP 13-04-18	PLAN OF SUBDIVISION OF LOTS 1-7 AND 9-17 IN DP 19585 AND LOT 1 IN DP 122205	LGA RYDE Locality RYDE Subdivision No 5009 Lengths are in metres Reduction Ratio 1:500	Registered 13.07.2018	DP1239998

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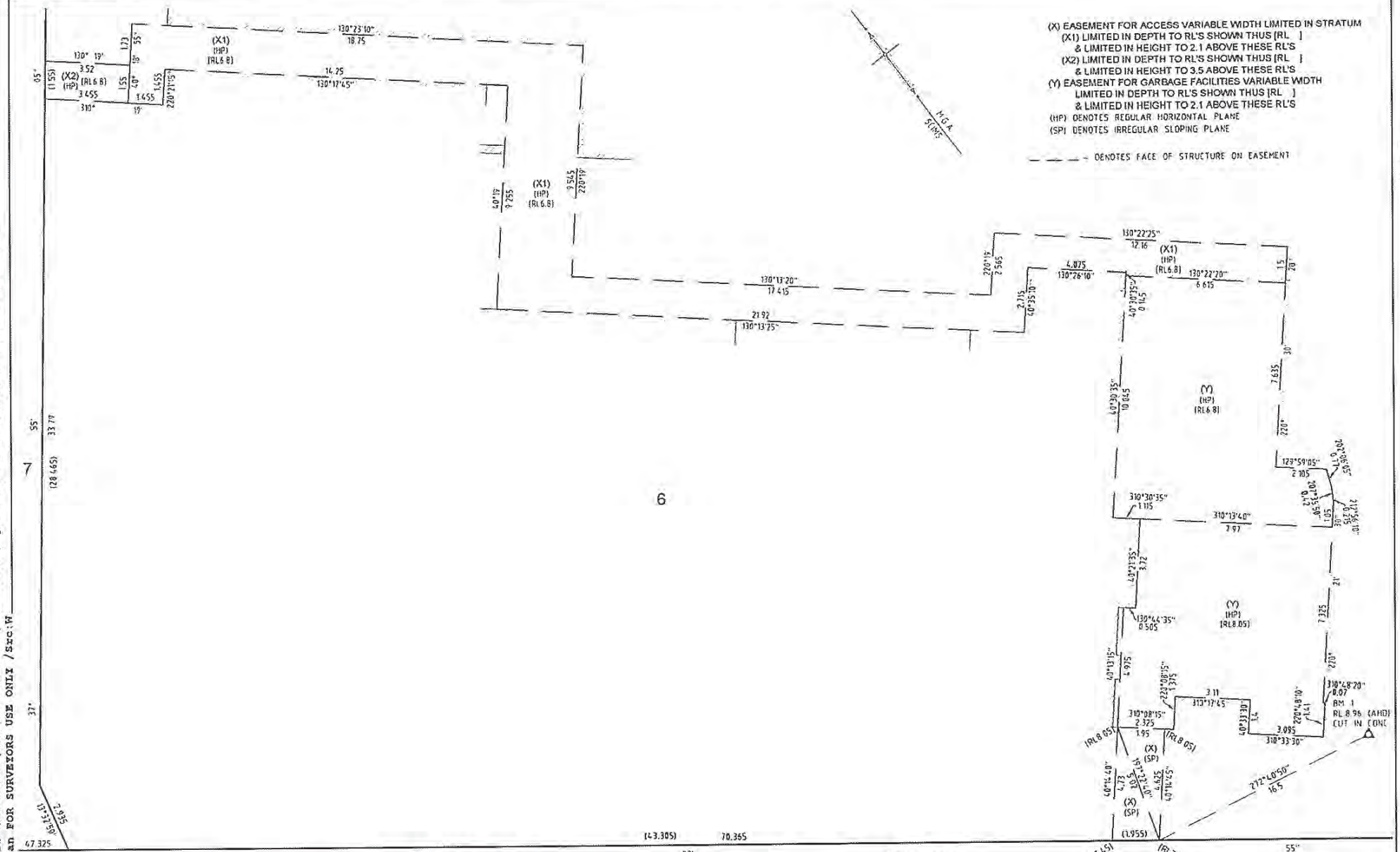
Req:R927197 /Doc:DP 1239998 P /Rev:16-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:17-Jul-2018 03:30 /Seq:1 of 6
Ref:lrs:eplan-eplan FOR SURVEYORS USE ONLY /Src:W



Surveyor JASON RAIC Date of Survey 24 JANUARY 2018 Surveyor's Reference 41369 040DP 13-04-18	PLAN OF SUBDIVISION OF LOTS 1-7 AND 9-17 IN DP 19585 AND LOT 1 IN DP 122205	LGA RYDE Locality RYDE Subdivision No 5909 Lengths are in metres Reduction Ratio 1 100	Registered 13.07.2018	DP1239998

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Ref:lrs:eplan-eplan FOR SURVEYORS USE ONLY /Src:W

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Req:R927197 /Doc:DP 1239998 P /Rev:16-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:17-Jul-2018 03:30 /Seq:3 of 6
Ref:lrs:eplan-eplan FOR SURVEYORS USE ONLY /Src:W

ePlan

PLAN FORM 6 (2017)	**DEPOSITED PLAN ADMINISTRATION SHEET**	Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 13.07.2018

Title System: TORRENS

Office Use Only

DP1239998

PLAN OF SUBDIVISION OF LOTS 1-7 AND 9-17 IN DP19585 AND LOT 1 IN DP122205

LGA: RYDE

Locality: RYDE

Parish: HUNTERS HILL

County: CUMBERLAND

Survey Certificate

I, JASON RAIC

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 24 January 2018, or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, 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 *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X' – 'Y'

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 6/03/2018

Surveyor Identification No: 8255
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*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, Sam Cappelli

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

Signature: .....

Accreditation number: .....

Consent Authority: City of Ryde Council

Date of endorsement: 8th June 2018

Subdivision Certificate number: 5909

File number: LDA 2017/395 (SUB 2018/25) dated 22 Jan 2018

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.

DP19585 DP849567
DP122205 DP574973
DP12534 DP1197610
DP11105 DP615245

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

Surveyor's Reference: 41369 040DP

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

,608/325Ã-5914671Ã.,*Ã! '-)# Ã!)(Ã$"+!Ã(,((Ã$&(&,%% -+ !
Req:R927197 /Doc:DP 1239998 P /Rev:16-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:17-Jul-2018 03:30 /Seq:4 of 6
Ref:lrs:eplan-eplan FOR SURVEYORS USE ONLY /Src:W

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only

Registered: 13.07.2018

Office Use Only

DP1239998

PLAN OF SUBDIVISION OF LOTS 1-7 AND 9-17 IN DP19585 AND LOT 1 IN DP122205

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

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

Subdivision Certificate number: 5999

Date of Endorsement: 8th June 2018

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

1. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (X)
2. EASEMENT FOR GARBAGE FACILITIES VARIABLE WIDTH LIMITED IN STRATUM (Y)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
6	37	NANCARROW	AVENUE	RYDE
7	37	NANCARROW	AVENUE	RYDE

8/6/18
City of Ryde

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 040DP

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Req:R927197 /Doc:DP 1239998 P /Rev:16-Jul-2018 /Sts:SC.OK /Pgs:ALL /Prt:17-Jul-2018 03:30 /Seq:5 of 6
Ref:lrs:eplan-eplan FOR SURVEYORS USE ONLY /Src:W

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 13.07.2018

Office Use Only

DP1239998

PLAN OF SUBDIVISION OF LOTS 1-7 AND 9-17 IN DP19585 AND LOT 1 IN DP122205

Subdivision Certificate number: 5909

Date of Endorsement: 8th June 2018

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

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

EXECUTED by NANCARROW PROPERTY INVESTMENTS PTY LTD ACN 147 891 058 in accordance with Section 127 of the Corporations Act)

8/6/18
City of Ryde

.....
~~Signature of Director~~

.....Sole.....
Signature of Director/secretary

.....
~~NAME (please print)~~

SARKIS NASSIF
NAME (please print)

SIGNED SEALED & DELIVERED on behalf of
ING Bank (Australia) Limited
by its attorney under power of attorney registered
~~Book 4650 No. 882~~ in the presence of
Book 4730 No 322

WITNESS

ATTORNEY 1

ATTORNEY 2

EILEEN TOMA
FULL NAME

FULL NAME

CHRISTOPHER GORDON FANNING
FULL NAME

77 CASTLEREAGH ST SYDNEY 2000
ADDRESS

Partner
TITLE

PARTNER
TITLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 040DP

,608/325Ã-5914671Ã.,*Ã! '-)# Ã!)(Ã$"+!Ã(,((Ã$&(&,%% -+ !
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Ref:lrs:eplan-eplan FOR SURVEYORS USE ONLY /Src:W

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 13.07.2018

Office Use Only

DP1239998

PLAN OF SUBDIVISION OF LOTS 1-7 AND 9-17 IN DP19585 AND LOT 1 IN DP122205

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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 5909

Date of Endorsement: 8th June 2018

MORTGAGEE:

8/6/18
City of Ryde

See sheet 3 of 4

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 040DP

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Req:R135136 /Doc:DP 1239998 B /Rev:16-Jul-2018 /NSW LRS /Pgs:ALL /Prt:22-Oct-2019 14:29 /Seq:1 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:holdmark

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

Lengths are in metres:

Plan:

DP1239998

(Sheet 1 of 5 sheets)

Plan of Subdivision of Lots 1-7 & 9-17 in DP19585 & Lot 1 in DP122205
Covered By ...5909.....
Dated .8/06/18..

Full name and address of the owner of the Land

Nancarrow Property Investments Pty Ltd
ACN 147 891 058
Suite 2, 2-4 Giffnock Avenue
Macquarie Park NSW 2113

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement for Access Variable Width Limited in Stratum (X)	6	7
2	Easement for Garbage Facilities Variable Width Limited in Stratum (Y)	6	7

.....
Authorised Person
City of Ryde Council
Senior Coordinator, Development Engineering Services

.....
Nancarrow Property Investments Pty Ltd

Document No: 35358_1
Reference No: 41369/040

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Req:R135136 /Doc:DP 1239998 B /Rev:16-Jul-2018 /NSW LRS /Pgs:ALL /Prt:22-Oct-2019 14:29 /Seq:2 of 5
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Lengths are in metres: (Sheet 2 of 5 sheets)

Plan:

DP1239998

Plan of Subdivision of Lots 1-7 & 9-17 in DP19585 & Lot 1 in DP122205
Covered by 5909
Dated 8/06/18

Part 2 (Terms)

1. Terms of Easement for Access Variable Width limited in Stratum (X) numbered 1 in the Plan

1.1 The owner of the lot benefited and its authorised users may:

(a) by any reasonable means pass across the lot burdened, but only within the site of this easement, to get to or from the garbage holding room located in the lot burdened, and

(b) do anything reasonably necessary for that purpose including taking anything onto the easement site.

1.2 In exercising those powers, the owner of the lot benefited must:

(a) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

(b) cause as little damage as is practicable to the lot burdened and any improvement on it, and

(c) if damage is caused, make good the damage at its own cost.

The Authority with the right to release, vary or modify this easement is the Council of the City of Ryde.

2. Terms of Easement for Garbage Facilities Variable Width Limited in Stratum (Y) numbered 2 in the Plan

(a) The owner of the lot benefitted and its authorised users has the right to enter onto the easement site to place garbage bins at the location set aside for such storage for the purpose of garbage collection. The owner of the lot benefitted and its authorised users must ensure that its garbage bins are only brought onto the easement site no earlier than the day before the garbage collection and the empty garbage bins are collected from the easement site as soon as practicable.

(b) In exercising its rights conferred by this easement, the owner of the lot benefitted must:

(i) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened;

(ii) cause as little damage as is practicable to the easement site and any improvements on it; and

.....
Authorised Person
City of Ryde Council
Senior Coordinator, Development Engineering Services

.....
Nancarrow Property Investments Pty Ltd

Document No: 35358_1
Reference No: 41369/040

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© Office of the Registrar-General /Src:INFOTRACK /Ref:holdmark

Lengths are in metres: (Sheet 3 of 5 sheets)

Plan:
DP1239998

Plan of Subdivision of Lots 1-7 & 9-17 in DP19585 & Lot 1 in DP122205
Covered by 5909
Dated 8/06/18

Part 2 (Terms)

(iii) make good any damage caused to the easement site and any improvements on it arising from the use of the easement site for the purposes of this easement by the owner of the lot benefitted.

The Authority with the right to release, vary or modify this easement is the Council of the City of Ryde.

EXECUTED by
NANCARROW PROPERTY
INVESTMENTS PTY LTD
ACN 147 891 058
in accordance with Section 127
of the Corporations Act

.....
Signature of ~~Sole~~ Director/secretary

SARKIS NASSIF
.....
NAME (please print)

SIGNED SEALED & DELIVERED on behalf of
ING Bank (Australia) Limited
by its attorney under power of attorney registered
~~Book 4650 No. 882~~ Book 4730 No 322 in the presence of

WITNESS

EILEEN TJHIA
FULL NAME

77 CASTLEREAGH ST, SYDNEY 2000
ADDRESS

ATTORNEY 1

FULL NAME

TITLE

ATTORNEY 2

CHRISTOPHER GORDON FANNING
FULL NAME

Partner
TITLE

APPROVED BY CITY OF RYDE DP
AUTHORISED DELEGATE
Senior Coordinator, Development Engineering Services

Document No: 35358_1
Reference No: 41369/040

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© Office of the Registrar-General /Src:INFOTRACK /Ref:holdmark

Lengths are in metres:

(Sheet 4 of 5 sheets)

Plan:

DP1239998

Plan of Subdivision of Lots 1-7 & 9-17 in DP19585 & Lot 1 in DP122205
Covered By 5909
Dated 8/06/18

Mortgagee:

see sheet 3 of 5

APPROVED BY CITY OF RYDE DP
AUTHORISED DELEGATE

Senior Coordinator, Development Engineering Services

Document No: 35358_1
Reference No: 41369/040

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© Office of the Registrar-General /Src:INFOTRACK /Ref:holdmark

Lengths are in metres:

(Sheet 5 of 5 sheets)

Plan:

DP1239998

Plan of Subdivision of Lots 1-7 & 9-17 in DP19585 & Lot 1 in DP122205
Covered By 5909
Dated 8/06/18

City of Ryde Council its authorised delegate pursuant to s.378 Local Government Act 1993

.....
Signature of delegate

DANIEL PEARSE
Name

SENIOR COORDINATOR, DEVELOPMENT ENGINEERING SERVICES
Position:

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

(Signature of Witness) .....

(Name of Witness) ROBYN WATKINSON

(Address of Witness) 3 RICHARDSON PLACE
NORTH RYDE NSW 2113.

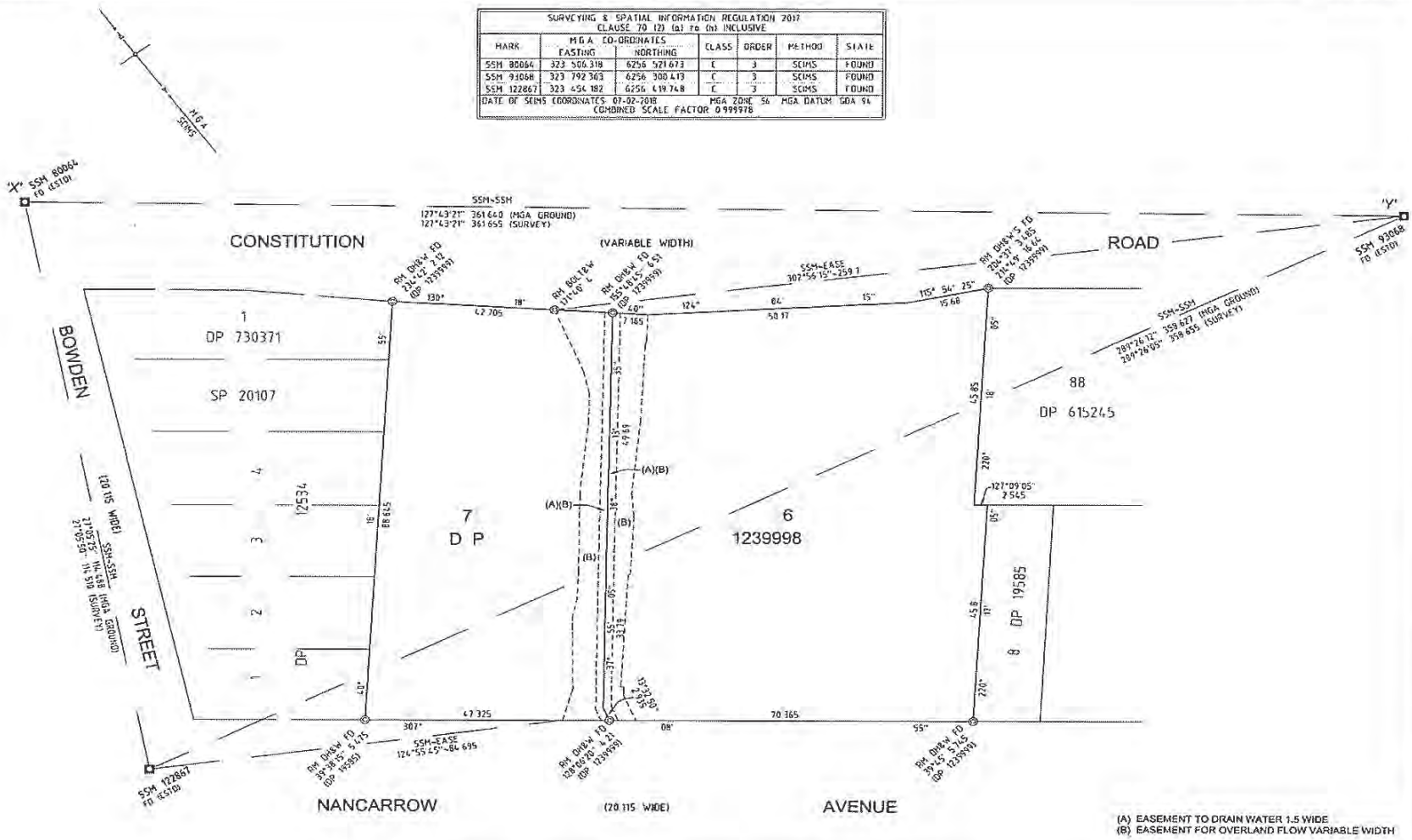
REGISTERED 13.07.2018

Document No: 35358_1
Reference No: 41369/040

InfoTrack

PLAN FORM 2 (A2) DP1247238 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 2 sheet(s)

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70 (2) (a) to (h) INCLUSIVE						
MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	CLASS	ORDER	METHOD	STATE
SSM 80064	323 506.318	6256 521.673	C	3	SCIMS	FOUND
SSM 93068	323 792.363	6256 300.413	C	3	SCIMS	FOUND
SSM 122867	323 454.182	6256 419.748	C	3	SCIMS	FOUND
DATE OF SCIMS COORDINATES 07-02-2018 MGA ZONE 56 MGA DATUM GDA 94 COMBINED SCALE FACTOR 0.999978						



(A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH

Surveyor: JASON RAIC Date of Survey: 11 APRIL, 2018 Surveyor's Reference: 41369.047DP	PLAN OF EASEMENTS OVER LOTS 6 AND 7 IN DP1239998	LGA: RYDE Locality: RYDE Subdivision No: —— Lengths are in metres. Reduction Ratio 1:500	Registered 21.1.2019	DP1247238

Req:R945390 /Doc:DP 1247238 P /Rev:22-Jan-2019 /Sts:SC.OK /Pgs:ALL /Prt:12-Feb-2019 15:59 /Seq:1 of 6
Ref:Stage 6 - Cambridge /Src:M

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Req:R945390 /Doc:DP 1247238 P /Rev:22-Jan-2019 /Sts:SC.OK /Pgs:ALL /Prt:12-Feb-2019 15:59 /Seq:2 of 6
Ref:Stage 6 - Cambridge /Src:M

PLAN FORM 2 (A2) DP1247238 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 2 sheet(s)

CONSTITUTION ROAD

NANCARROW AVENUE

DP 1239998 6

DP 1239998 7

DP 615245 88

DP 19585 8

(A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH

Surveyor: JASON HANC Date of Survey: 11 APRIL, 2018 Surveyor's Reference: 41369 DP.DP	PLAN OF EASEMENTS OVER LOTS 6 AND 7 IN DP1239998	LGA: RYDE Locality: RYDE Subdivision No: ____ Lengths are in metres. Reduction Ratio 1:250
	Registered: 21.1.2019	DP1247238

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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 21.1.2019

Title System: TORRENS

Office Use Only

DP1247238

PLAN OF EASEMENTS OVER LOTS 6 AND 7 IN DP1239998

LGA: RYDE

Locality: RYDE

Parish: HUNTERS HILL

County: CUMBERLAND

Survey Certificate

I, JASON RAIC

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 11 April 2018, or

~~*(b) The part of the land shown in the plan (*being/*excluding **.....~~
~~.....)~~
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, 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 *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X' – 'Y'

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 21/12/18

Surveyor Identification No: 8255
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*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 *Environmental Planning and Assessment Act 1979* 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~~.

DP1239998

DP19585

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

Surveyor's Reference: 41369 047 DP

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

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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only

Registered: 21.1.2019

Office Use Only

DP1247238

PLAN OF EASEMENTS OVER LOTS 6 AND 7 IN DP1239998

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH (B)
3. POSITIVE COVENANT

TO RELEASE

1. EASEMENT FOR DRAINAGE 2.44 WIDE (D436684)

EXECUTED by)
NANCARROW PROPERTY)
INVESTMENTS PTY LTD)
ACN 147 891 058)
in accordance with Section 127)
of the Corporations Act)

.....
Signature of sole Director/secretary

SARKIS NASSIF
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 047 DP

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Req:R945390 /Doc:DP 1247238 P /Rev:22-Jan-2019 /Sts:SC.OK /Pgs:ALL /Prt:12-Feb-2019 15:59 /Seq:5 of 6
Ref:Stage 6 - Cambridge /Src:M DP1247238

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 21.1.2019

Office Use Only

DP1247238

PLAN OF EASEMENTS OVER LOTS 6 AND 7 IN DP1239998

Subdivision Certificate number: .....

Date of Endorsement: .....

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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

MORTGAGEE:

SIGNED SEALED & DELIVERED
on behalf of ING Bank (Australia) Limited
by its attorney under power of attorney
registered Book 4730 No 322
in the presence of

WITNESS

ATTORNEY 1

ATTORNEY 2

Eileen Tjhia
FULL NAME
~~Castlereagh Street~~
Sydney NSW 2000
ADDRESS

PETER LUKE
FULL NAME

PARTNER
TITLE

LISA WRIGHT
FULL NAME

PARTNER
TITLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41369 047 DP