

17 Yachtsman Drive

Chipping Norton NSW 2170

Draft Contract

McGrath



Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 64333781	NSW DAN:
vendor's agent	McGrath Estate Agents Liverpool 265B Macquarie Street Liverpool NSW 2170		Phone: 02 9824 1100 Fax: 02 9824 1120 Ref: Hannah Cherie
co-agent			
vendor	DAVID CHARLES DONOHOE, KELLIE LOUISE DONOHOE 17 Yachtsman Drive Chipping Norton NSW 2170		
vendor's solicitor	Equiti Legal Level 2 85 George Street PARRAMATTA NSW 2150		Phone: 1300 990 990 Fax: 1300 990 980 Ref: 19134
date for completion	42nd day after the date of this contract	(clause 15)	Email: olga.markovic@equiti.com.au
land	17 YACHTSMAN DR CHIPPING NORTON NSW 2170		
(Address, plan details and title reference)	LOT 58 IN DEPOSITED PLAN 857995 58/857995		

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	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input checked="" type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: 2 x water tanks. Aluminium awning.		
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

vendor

witness

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

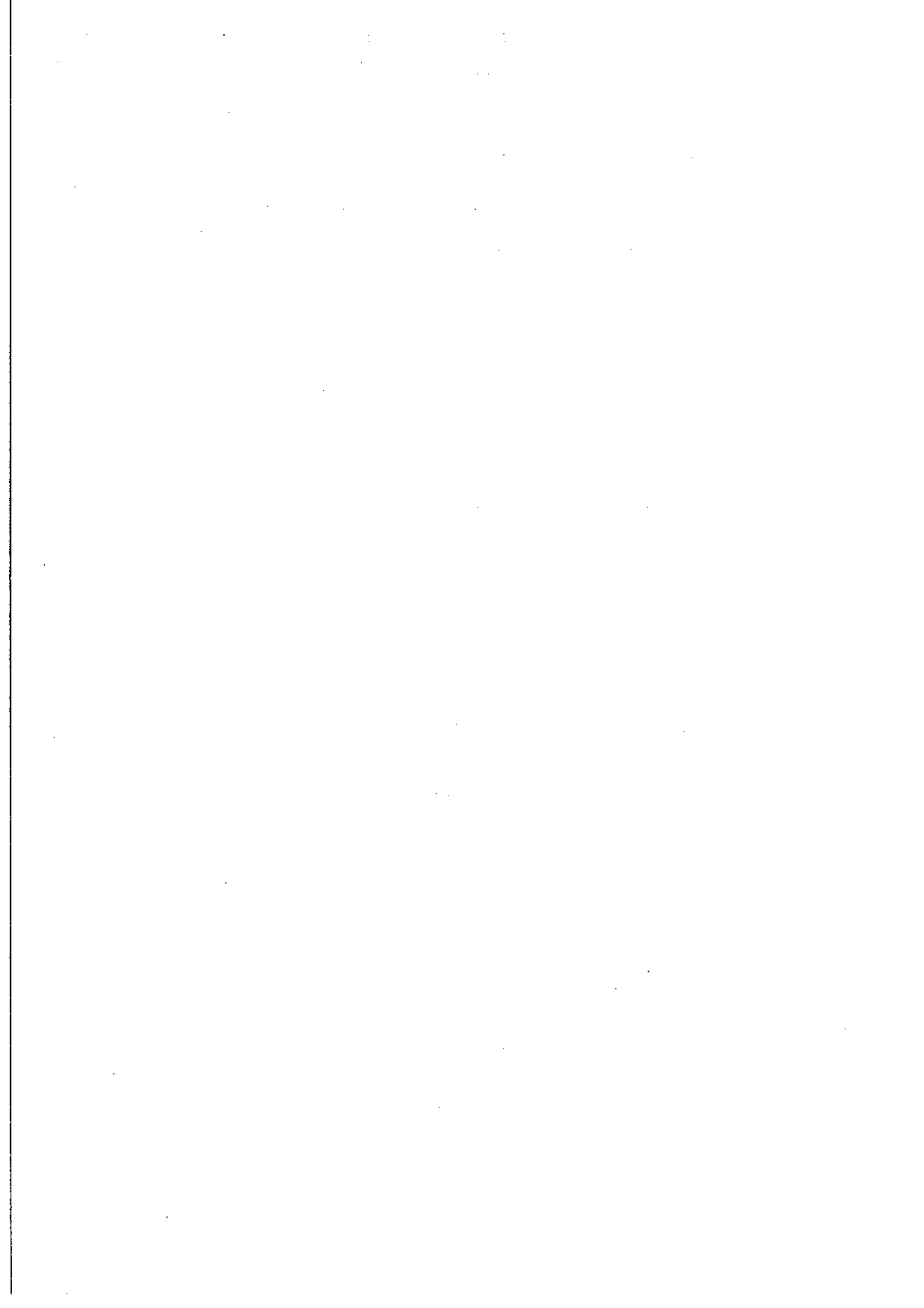
purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness



vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated **Electronic Lodgment Network (ELN)** (clause 30) no YES

Electronic transaction (clause 30) no YES

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

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

land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

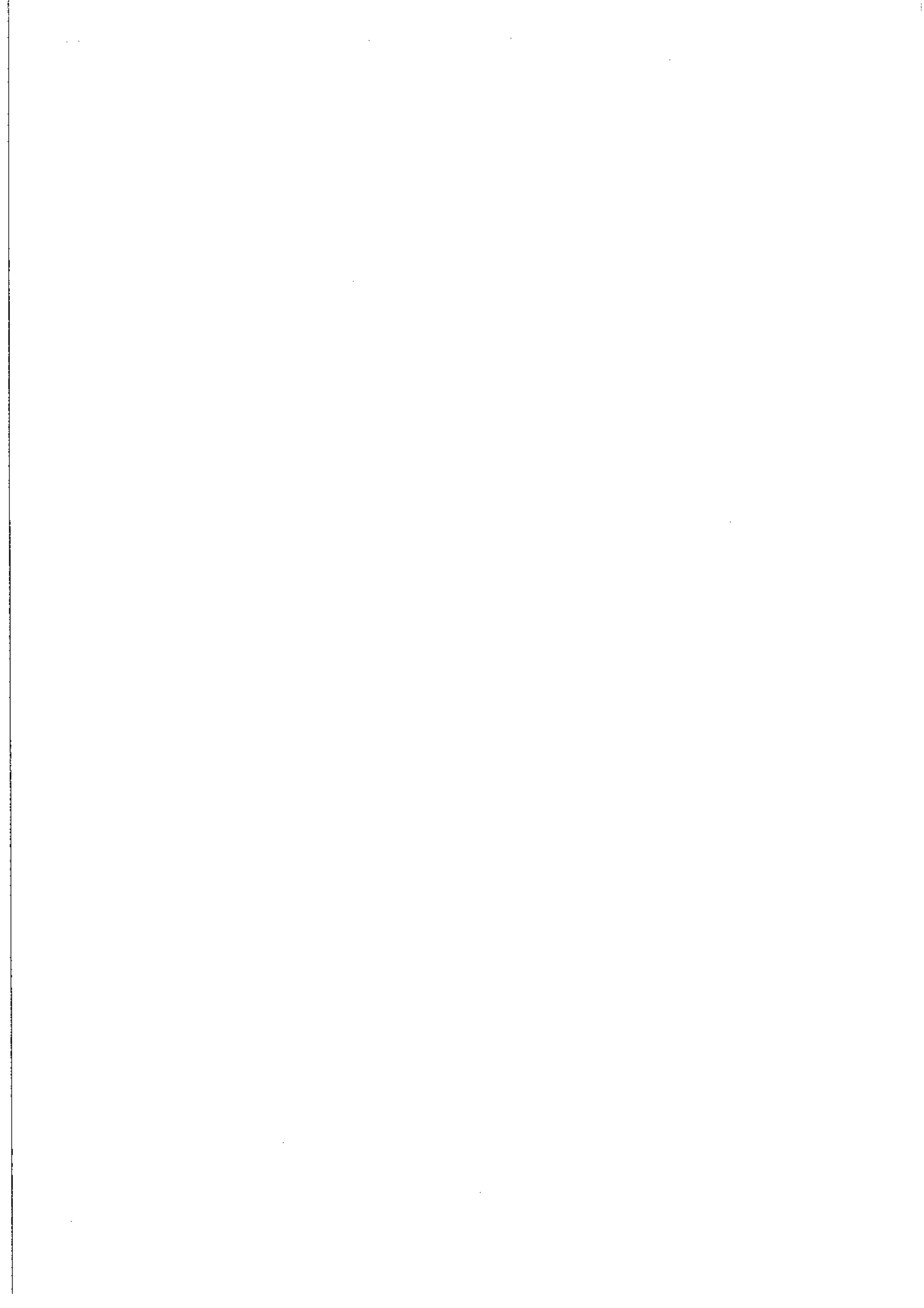
Amount purchaser must pay – price multiplied by the **RW rate** (residential withholding rate): \$

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

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

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

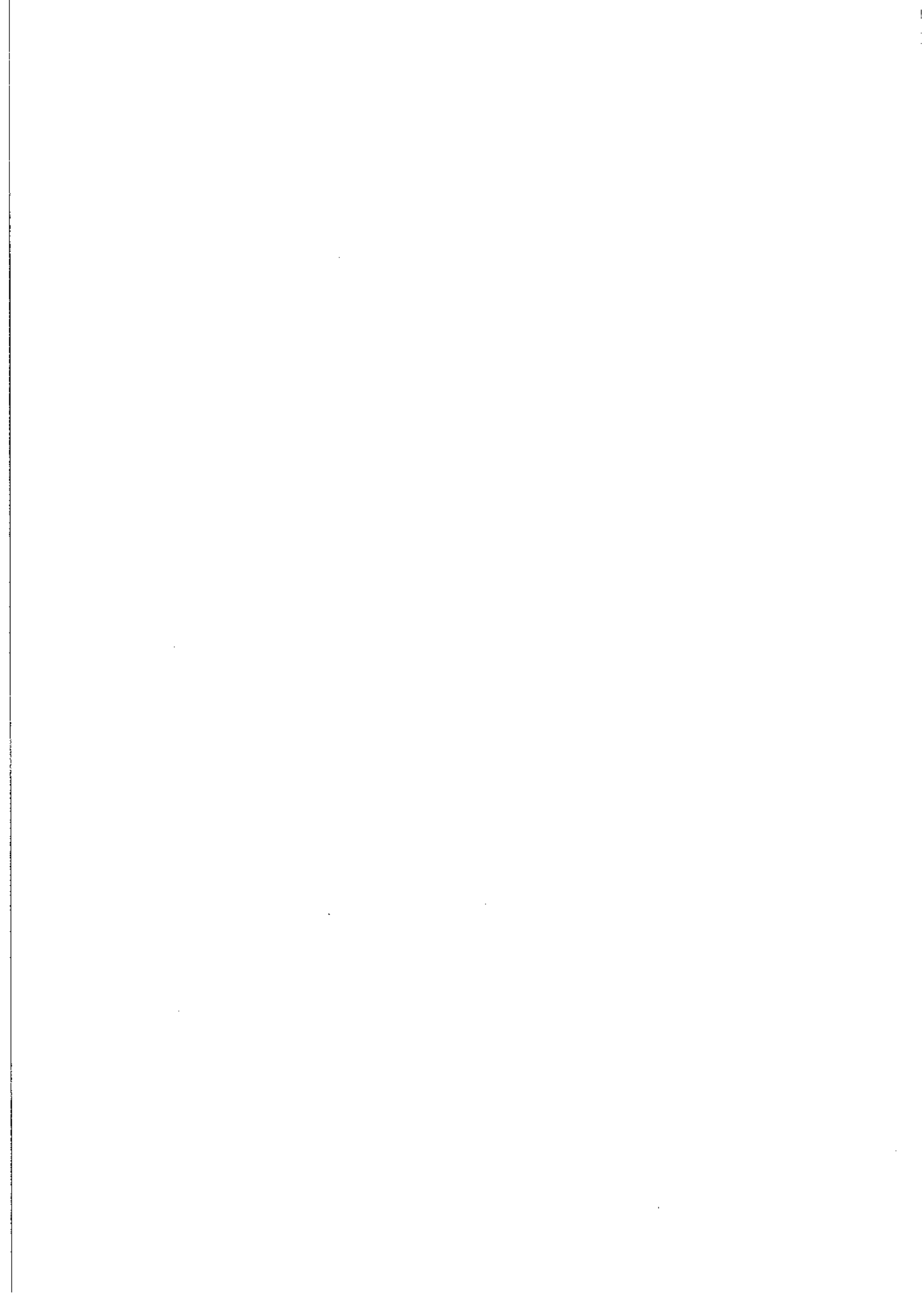
Other details (including those required by regulation or the ATO forms):



List of Documents

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

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



IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

17 YACHTSMAN DR
CHIPPING NORTON NSW 2170

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* or the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisition* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

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

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by serving a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant – to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the GST rate ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition of rescind or terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under legislation or a planning agreement.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) within 7 days after the contract date.
- 27.3 The vendor must apply for consent within 7 days after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can rescind within 7 days after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 within 42 days after the purchaser serves the purchaser's part of the application, the purchaser can rescind; or
- 27.6.2 within 30 days after the application is made, either party can rescind.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a planning agreement; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered within 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under legislation.
- 28.3 If the plan is not registered within that time and in that manner –
- 28.3.1 the purchaser can rescind; and
- 28.3.2 the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any legislation governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can rescind within 7 days after either party serves notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening –
- 29.7.1 if the event does not happen within the time for it to happen, a party who has the benefit of the provision can rescind within 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can rescind within 7 days after either party serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELNO* unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within* 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgage details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the *Division*).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the *Division*.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –

- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

SECTION 66W CERTIFICATE

I,
of , , certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **17 YACHTSMAN DR CHIPPING NORTON NSW 2170** from **DAVID CHARLES DONOHOE, KELLIE LOUISE DONOHOE** to in order that there is no cooling off period in relation to that contract;
3. I do not act for **DAVID CHARLES DONOHOE, KELLIE LOUISE DONOHOE** and am not employed in the legal practice of a solicitor acting for **DAVID CHARLES DONOHOE, KELLIE LOUISE DONOHOE** nor am I a member or employee of a firm of which a solicitor acting for **DAVID CHARLES DONOHOE, KELLIE LOUISE DONOHOE** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

SPECIAL CONDITIONS

1. Notice to Complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

The purchaser acknowledged that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

6. Deposit Bond

- 6.1. The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- 6.2. Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- 6.3. The purchaser must pay the amount stipulated in the bond to the vendor on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- 6.4. If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

7. Requisitions

The purchaser acknowledges that the Requests on Title annexed and marked A are deemed to be the requisitions raised by the purchaser.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 58/857995

SEARCH DATE	TIME	EDITION NO	DATE
18/12/2019	9:53 AM	4	4/4/2008

LAND

LOT 58 IN DEPOSITED PLAN 857995
AT CHIPPING NORTON
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP857995

FIRST SCHEDULE

DAVID CHARLES DONOHOE
KELLIE LOUISE DONOHOE
AS JOINT TENANTS (T 2842949)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- * 2 DP641428 RIGHT OF ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- * U979203 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOTS 10 & 11 IN DP702723, LOTS 126 & 136 IN DP847116, LOTS 26 & 27 IN DP827947, LOT 407 IN DP752034 AND LOT 1 IN DP410788
- * 3 DP641428 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
- * 4 DP641428 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED
- * 5 DP641428 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- * 6 DP740530 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP857995 RESTRICTION(S) ON THE USE OF LAND
- * 8 AD869250 MORTGAGE TO BANKSTOWN CITY CREDIT UNION LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

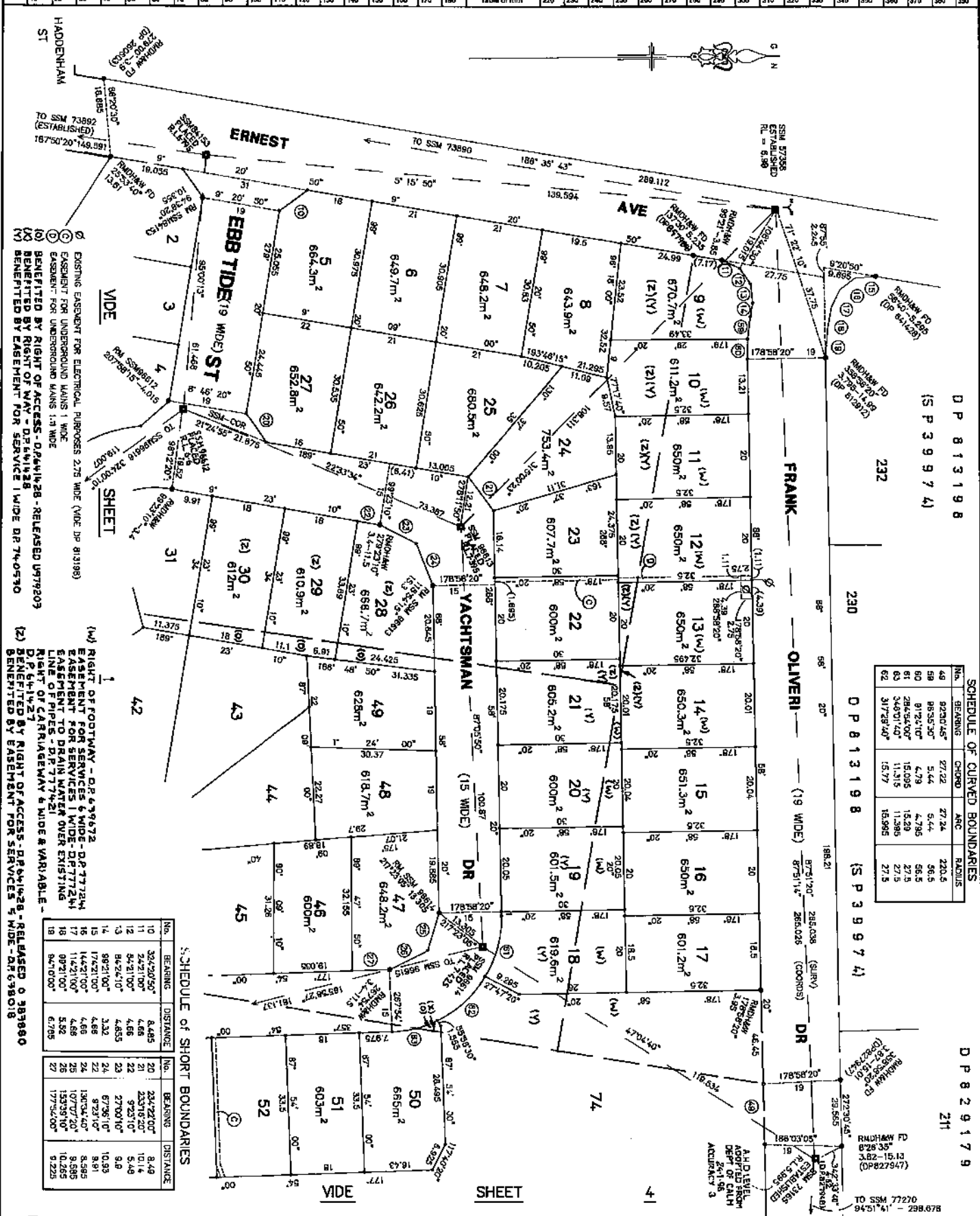
SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
49	92°10'45"	27.22	27.24	220.5
50	85°35'30"	5.44	5.44	56.5
60	91°24'10"	4.78	4.78	56.5
61	28°54'00"	15.095	15.295	27.5
62	31°29'40"	15.77	15.985	27.5

D P 8 1 3 1 9 8
 (S P 3 9 9 7 4)

D P 8 1 3 1 9 8
 (S P 3 9 9 7 4)

D P 8 2 9 1 7 9
 211



SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
10	334°50'50"	8.485	20	234°22'00"	8.49
11	342°10'00"	4.66	21	237°18'20"	10.14
12	84°24'10"	4.66	22	9°23'10"	5.46
13	84°24'10"	4.665	23	27°00'10"	9.8
14	98°21'00"	3.32	24	67°36'10"	10.93
15	17°21'00"	4.66	25	87°21'10"	8.81
16	114°21'00"	4.66	26	139°24'40"	8.585
17	114°21'00"	4.66	27	107°07'20"	8.585
18	99°21'00"	5.82	28	153°39'10"	10.285
19	94°10'00"	6.795	29	177°54'00"	5.225

- (1) EXISTING EASEMENT FOR ELECTRICAL PURPOSES 2.75 WIDE (WIDE DP 813198)
- (2) EASEMENT FOR UNDERGROUND MAINS 1.3 WIDE
- (3) BENEFITED BY RIGHT OF ACCESS - D.P. 813198
- (4) BENEFITED BY RIGHT OF ACCESS - D.P. 813198
- (5) BENEFITED BY EASEMENT FOR SERVICES 1 WIDE DR 74-0570
- (6) RIGHT OF FOOTWAY - D.P. 499872
- (7) EASEMENT FOR SERVICES 1 WIDE - D.P. 77724
- (8) EASEMENT FOR DRAIN WATER OVER EXISTING LINE OF PIPES - D.P. 77724-21
- (9) RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE - D.P. 441427
- (10) BENEFITED BY RIGHT OF ACCESS - D.P. 813198
- (11) BENEFITED BY EASEMENT FOR SERVICES 1 WIDE - D.P. 813198

- (12) RIGHT OF FOOTWAY - D.P. 499872
- (13) EASEMENT FOR SERVICES 1 WIDE - D.P. 77724
- (14) EASEMENT FOR DRAIN WATER OVER EXISTING LINE OF PIPES - D.P. 77724-21
- (15) RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE - D.P. 441427
- (16) BENEFITED BY RIGHT OF ACCESS - D.P. 813198
- (17) BENEFITED BY EASEMENT FOR SERVICES 1 WIDE - D.P. 813198

Production Date: 600

Surveyor's Reference: 22360/L2

Registered: DP 857995

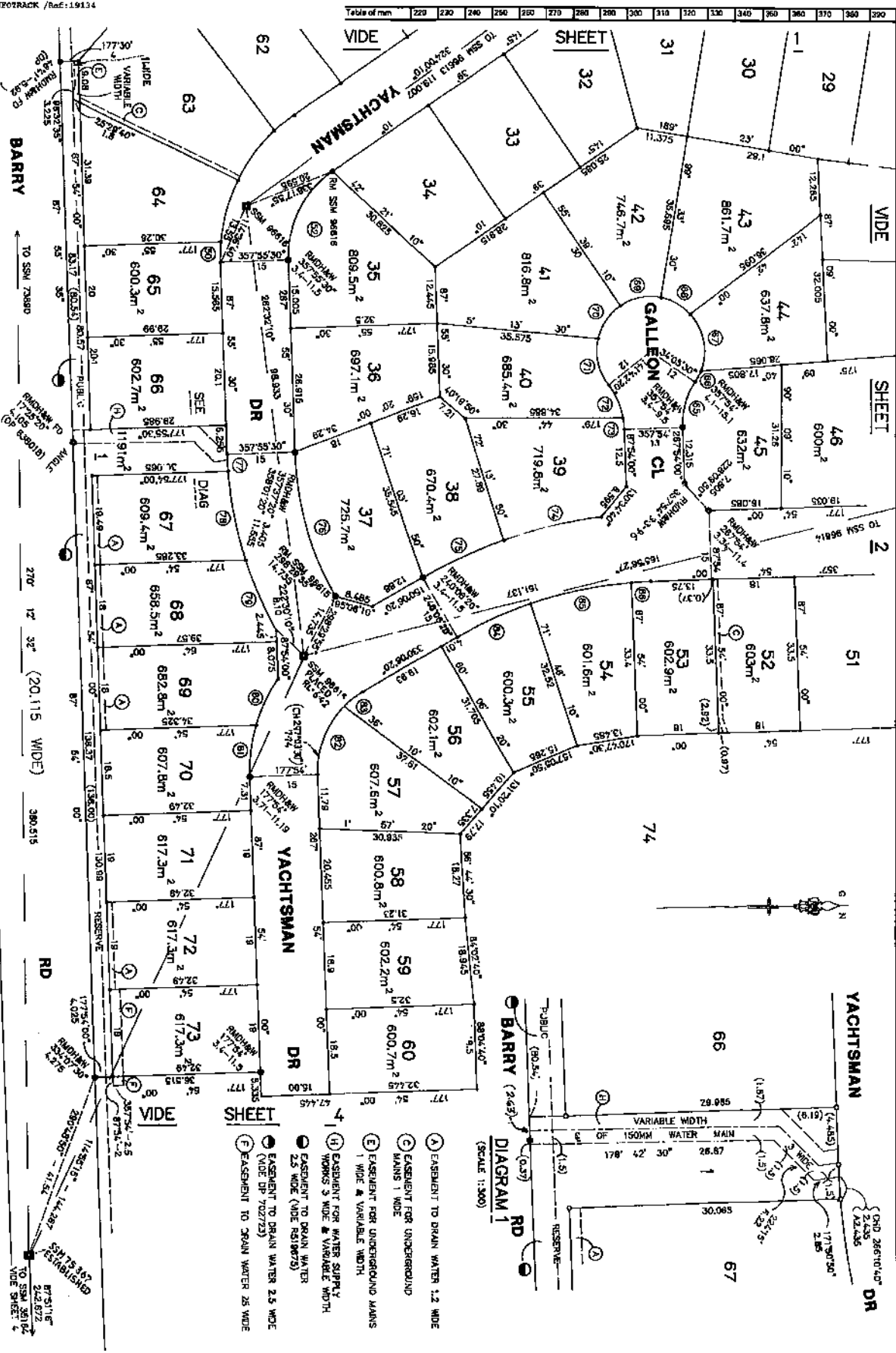
Registered: 27-3-1996

Registered: 2nd FEB 1996

Scale: 1:1000

Accuracy: 3

Office Use Only



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
50	81°18'30"	4.425	4.445	37.5	71	77°18'30"	10.37	10.728	12	78	65°33'50"	16.775	16.805	63.1
51	208°47'30"	21.72	22.67	22.5	72	85°28'30"	7.635	7.91	16.5	79	115°46'30"	11.23	11.28	38
52	285°59'30"	10.25	10.425	18.5	73	63°32'10"	2.51	2.515	81	81	97°13'20"	11.34	11.38	35
53	207°40'50"	2.88	2.885	12	74	166°25'20"	23.14	23.18	62	82	301°28'50"	15.87	16.425	20
54	250°22'20"	12.88	13.28	12	75	185°18'30"	18.5	19.525	107.5	83	322°32'00"	3.27	5.285	20
55	208°17'30"	7.48	7.82	12	76	254°00'30"	32.745	33.065	68.1	84	305°37'30"	7.8	17.825	92.5
56	188°22'40"	8.27	9.52	12	77	88°08'00"	3.745	3.745	83.1	85	348°12'30"	22.74	22.8	92.5
57	124°16'50"	8.745	8.85	78	78	78°31'00"	18.75	19.8	63.1	86	355°35'00"	4.25	4.25	92.5

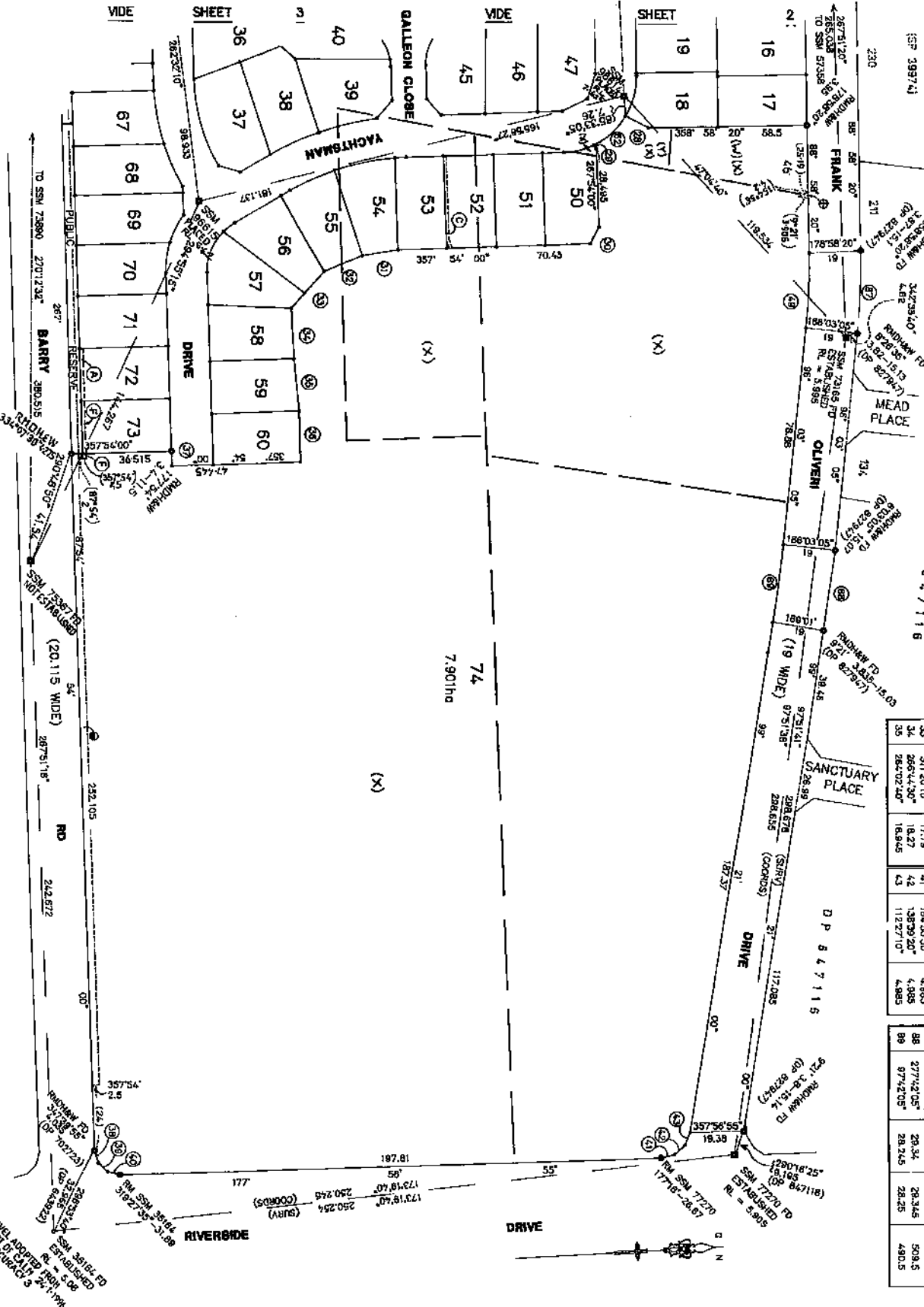
Plan Drawing only to appear in title space

Reduction Ratio: 600

STATION'S REFERENCE: 22380/12

DP 857995
 Registered: 27-3-1996
 This plan is of the 3rd Edition of the 1st Survey of the 2nd February 1996
 Registered under Surveyors Act 1953
 This is a copy of the original of the 3rd Edition of the 1st Survey of the 2nd February 1996
 Registered under Surveyors Act 1953
 This is a copy of the original of the 3rd Edition of the 1st Survey of the 2nd February 1996
 Registered under Surveyors Act 1953

Table of mm	222	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390
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- ⊕ EASEMENT FOR SERVICES 5 WIDE (WIDE D.R. 740530 & D.P. 813198)
- ⊙ EASEMENT TO DRAIN WATER 2.5 WIDE (WIDE R.S. 88795)
- ⊕ EASEMENT TO DRAIN WATER 1.2 WIDE
- ⊙ EASEMENT TO DRAIN WATER 2.5 WIDE

SCHEDULE of SHORT BOUNDARIES

No.	BEARING	DIST.	No.	BEARING	DIST.
28	27°47'20"	8.285	36	269°02'40"	18.5
29	235°56'30"	1.555	37	87°54'00"	5.335
30	289°49'20"	5.925	38	232°54'10"	4.55
31	340°42'30"	13.485	39	222°55'30"	4.88
32	337°05'30"	15.285	40	192°55'30"	4.88
33	311°20'10"	18.27	41	154°50'50"	4.885
34	286°42'30"	18.27	42	138°59'20"	4.885
35	262°02'20"	16.545	43	112°27'10"	4.885

SCHEDULE of CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
49	92°30'45"	27.22	27.24	220.5
62	317°29'40"	15.77	16	27.5
67	272°30'45"	29.565	29.585	238.5
68	277°42'05"	28.34	28.345	509.5
69	97°42'05"	28.245	28.25	490.5

DP 857995

Registered: **21-3-1996**

This is a plan of subdivision of land under the Survey Act 1929.

For 200 where space is insufficient in any panel on Plan Form 2.

Scale: 1:1000

Supervisor's REFERENCE: 2238012

Plan Drawing only to appear in this space

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

Lengths are in Metres.

(Sheet 1 of 10 Sheets)

DP 857995

PART 1.

Plan of Subdivision of
Lot 112 in DP 857984
Lot 113 in DP 857984
Lots 26 & 27 in DP827947
Lot 1 in DP 410788
Lot 233 in DP 813198
Lot 10 in DP 702723
covered by Council's
Certificate No. 63.....
of 19-3-1996.....

**Full name and address of
Proprietor of the land**

Pirie Projects Pty Limited
50 Macquarie St.
LIVERPOOL NSW 2170 and
Sanctuary Investments Pty Limited
10 Gilmore Close,
GLENHAVEN NSW 2154

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

Easement to Drain Water
1.2 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

67
68
69
72

Lots Benefited.

68,69,70
69,70
70
71

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

Easement to Drain Water
1.2 Wide and Variable
width.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

4

Lots Benefited.

3

E Vello

hi / dog / car

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

Lengths are in Metres.

(Sheet 2 of 10 Sheets)

PART 1.

Plan: DP057995

Subdivision covered by Council's
Certificate No. 63
of 19-3-1996

3. Identity of Easement thirdly referred to in abovementioned plan.	Easement for Underground Mains 1 Wide.
---	---

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.	Authority Benefited.
22,52,63	Prospect Electricity

4. Identity of Easement fourthly referred to in abovementioned plan.	Easement for Underground Mains 1.11 Wide.
--	--

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.	Authority Benefited.
12	Prospect Electricity

5. Identity of Easement fifthly referred to in abovementioned plan.	Easement for Underground Mains 1 Wide & variable width.
---	--

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.	Authority Benefited.
1	Prospect Electricity

6. Identity of Restriction sixthly referred to in abovementioned plan.	Restriction on use
--	--------------------

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.	Lots Benefited.
2 to 73 inclusive	2 to 73 inclusive

E Vello

hi /topher

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

Lengths are in Metres.

(Sheet 3 of 10 Sheets)

PART 1.

Plan: DP 857995

Subdivision covered by Council's
Certificate No. 63
of 19-3-1996

7. Identity of Restriction seventhly referred to in abovementioned plan.	Restriction on use
---	---------------------------

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.	Authority Benefited.
2 to 73 inclusive	Liverpool Council

8. Identity of Easement eighthly referred to in abovementioned plan.	Easement for Water Supply Works 3 Wide & variable width.
---	---

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.	Authority Benefited.
1	Sydney Water Corporation Limited ACN 063 279 649

9. Identity of Positive Covenant ninthly referred to in abovementioned plan.	Positive Covenant
---	--------------------------

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.	Authority Benefited.
1	Sydney Water Corporation Limited ACN 063 279 649

10. Identity of Easement	Easement to Drain Water 2.5 Wide
---------------------------------	---

Lots Burdened	Lots Benefited
73	71, 72
74	71, 72, 73

E. Vella

hi / doppel

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

Lengths are in Metres.

(Sheet 4 of 10 Sheets)

PART 2.

Plan: DP 857995

Subdivision covered by Council's
Certificate No. 63
of 19-3-1996

**3,4,5. TERMS OF EASEMENT FOR UNDERGROUND MAINS 1 WIDE, EASEMENT FOR UNDERGROUND
MAINS 1.11 WIDE AND EASEMENT FOR UNDERGROUND MAINS 1 WIDE & VARIABLE WIDTH,
THIRDLY, FOURTHLY & FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.**

An easement for the transmission of electricity with full and free right leave liberty and licence for Prospect and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cables and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary material machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface, undersurface or subsoil thereof without Prospect's permission in writing being first had and obtained.

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT
THIRDLY, FOURTHLY & FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

Prospect Electricity

E Valle

Shi Juplai

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

Lengths are in Metres.

(Sheet 5 of 10 Sheets)

PART 2.

Plan: DP 857995

Subdivision covered by Council's
Certificate No. 63
of 19-3-1996

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

- (a) No main building shall be erected or permitted to remain on the lot hereby burdened having a floor area of less than one hundred and sixty five (165) square metres under the main roof.
- (b) No main building shall be erected or permitted to remain on the lot hereby burdened with external walls of materials other than brick, stone, concrete, glass, timber, fibre cement, non reflective aluminium or any combination of the same provided that timber fibre cement or aluminium shall not be used in external walls except as in fill panels in conjunction with all or any of the other materials herein before specified and the proportion of timber and fibre cement or aluminium so used in the relation to the total external wall area shall not exceed forty five per centum (45%) thereof provided that nothing contained in this covenant shall be construed as to preclude or prohibit the erection of a main building having the inner framework of its external walls constructed of timber or other materials with an external or veneer face of brick.
- (c) No main building shall be erected or permitted to remain on the lot hereby burdened with a main roof constructed of materials other than slate, terra cotta, concrete tiles, colourbond steel or non-reflective aluminium.
- (d) No fence shall be erected on or adjacent to the boundaries of the lot hereby burdened unless such fence is lapped and capped timber fence or fence constructed of brick, brushwood, colourbond steel or chainwire, provided that this restriction shall not apply to swimming pool fences.
- (e) No fence shall be erected or permitted to remain:
- (i) along the boundary of the lot hereby burdened which has a common boundary with a public road so as to divide the lot from any such public road,
 - (ii) along any boundary of the lot hereby burdened between a public road and the building line, as defined by Liverpool City Council.

provided that where the lot hereby burdened has two or more boundaries which adjoin or are adjacent to a public road the provisions of parts (i) and (ii) of this clause do not apply to that boundary which has the greater frontage to the public road.

- (f) That for the benefit of any adjoining lots owned by the aforementioned proprietor but only during the ownership thereof by the aforementioned proprietor its successors and assigns other than purchasers on sale no fence shall be erected on the lot hereby burdened to divide the same from such adjoining lots without the consent of the aforementioned proprietor but such consent shall not be withheld if such fence is erected without expense to the aforementioned proprietor and in favour of any person dealing with the transferee from the aforementioned proprietor such consent shall be deemed to have been given in respect of every such fence for the time being erected.



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

Lengths are in Metres.

(Sheet 6 of 10 Sheets)

PART 2.

Plan: DP 857995

Subdivision covered by Council's
Certificate No. 65
of 19-3-1996

-
- (g) No motor vehicle machinery road plant or equipment of a similar nature shall be permitted to remain on the lot hereby burdened where such vehicle or machinery or road plant weights in excess of five (5) tonnes provided that this restriction shall not prohibit any such vehicle machinery or road plant on the lot hereby burdened for the carrying out of temporary works or delivery of goods and materials.
- (h) No building shall be erected or permitted to remain on the lot hereby burdened for the purpose of a duplex/dual occupancy residence.

**NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTION
SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN.**

The aforementioned proprietor until the expiry of four (4) years from the date on which the abovementioned plan is registered as a Deposited Plan and thereafter by the person or persons being the Registered Proprietor of any lot having the benefit of the said Restriction on Use at that time, other than streets or other public areas, and having a common boundary with the lot or lots in respect of which it is desired to release vary or modify the said Restriction on Use.

7. TERMS OF RESTRICTIONS ON USE SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

No building shall be erected or permitted to remain on the Lot hereby burdened with a finished floor level less than 6.95 metres Australian Height Datum.

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTION
SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.**

Liverpool Council

E. Vella

Hi [Signature]

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

Lengths are in Metres.

(Sheet 7 of 10 Sheets)

PART 2.

Plan: DP 857995

Subdivision covered by Council's
Certificate No...63.....
of...19-3-1996.....

**8. TERMS OF EASEMENT FOR WATER SUPPLY WORKS 3 WIDE & VARIABLE WIDTH
EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

An Easement for Water Supply Works in the terms set out in Memorandum O535653 filed in the Land Titles Office, amended as follows:

1. New clauses 1(c)(v) and 1(c)(vi) are inserted in the following terms:
 - *1 (c)(v) plant or allow to be planted in, on, within or upon the said land any trees, shrubs or plants
 - 1 (c)(vi) install or lay or allow to be installed or laid in, over, on or under the said land any services above or below ground including without limitation electrical, telecommunications, gas, water, wastewater and stormwater pipes, conduits, cables, ducts and the like."
2. After the word 'THAT' in clause 1(c) the words 'subject to the provisions of the positive covenant herein ninthly referred to in the abovementioned plan ("the positive covenant")' shall be inserted.
3. After the word 'AND' when first appearing in the first line on page 2 the words 'except as provided in clause 1 of the terms of the positive covenant' shall be inserted and after the words 'AND DECLARED that' in the fifth line on page 2 the words 'nothing herein contained shall' shall be deleted and the words 'except as provided in clause 1 of the terms of the positive covenant, these provisions shall not' shall be inserted in their place.

For the purposes of this Instrument, references within Memorandum O535653 to 'the said land' means the site of the subject easement hereby created, and references to 'transferred' means the easement or rights created herein, in favour of the Authority benefited.

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT EIGHTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN**

Sydney Water Corporation Limited ACN 063 279 649



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

Lengths are in Metres.

(Sheet 8 of 10 Sheets)

PART 2.

Plan: DP 857995

Subdivision covered by Council's
Certificate No. 63
of 19 3 1996

9. TERMS OF POSITIVE COVENANT NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

With respect to the rights granted in favour of the Sydney Water Corporation Limited ACN 063 279 649 ('the Corporation') pursuant to the Easement for Water Supply Works herein eighthly referred to in the abovementioned plan ('the easement'), the registered proprietor of the lot burdened by this covenant ('the proprietor' which expression where herein used shall be deemed to include the successors and assigns of the proprietor) **DOTH HEREBY COVENANT** with the Corporation, pursuant to Section 88E of the Conveyancing Act, 1919, as amended, that the proprietor WILL:

- 1) Where the Corporation has granted approval pursuant to Clause(1)(c) of the easement:
 - a) bear all risk of and responsibility for any damage to the Corporation's works defined in the easement ('works') resulting or arising from anything done pursuant to, or in breach of, that approval; and
 - b) bear all risk of and responsibility for any damage, however caused, to any property (real or personal) located within the easement notwithstanding that prior approval has been given by the Corporation pursuant to Clause(1)(c) of the easement.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE POSITIVE COVENANT
NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Sydney Water Corporation Limited ACN 063 279 649

**10. NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENTS FIRSTLY,
SECONDLY AND TENTHLY REFERRED TO**

Liverpool City Council



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

Lengths are in Metres.

(Sheet 9 of 10 Sheets)

Signatures and Seals Only

Plan: DP 857995

Subdivision covered by Council's
Certificate No. 63
of 19-3-1996



The common seal of
PIRIE PROJECTS PTY. LIMITED
was hereto affixed under the authority
of a Board of Directors in accordance
with the Articles of Association of the
Company and in the presence of

.....
Director.

.....
Secretary.



The common seal of
SANCTUARY INVESTMENTS PTY LIMITED
was hereto affixed under the authority
of a Board of Directors in accordance
with the Articles of Association of the
Company and in the presence of

.....
Director.

.....
Secretary.

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

Lengths are in Metres.

(Sheet 10 of 10 Sheets)

Signatures and Seals Only

Plan: DP 857995

Subdivision covered by Council's
Certificate No. 63
of 19-3-1996

E Vella

Christine Malcolm

Westpac Banking Corporation
ARBN 007 457 141
the Mortgages under Mortgage
No. 4160008 HEREBY
CONSENTS to the within

Dated this 20th day of March 1996

Westpac Banking Corporation
By its Attorneys

[Signature]
..... ROBERT GRAHAM
STUTCHBURY

[Signature]
..... CHRISTINE PHOEBE MALCOLM

Power of Attorney dated the
3 February, 1994
Registered No. 390 Book 4047

[Signature]
BANK OFFICER ROMANU DE SILVA
Westpac Banking Corporation

REGISTERED  27.3.1996

97-DTR



TRANSFER RELEASING EASEMENT

Real Property Act 1900



U979203V

Office of Str

22/3

2019-12-18 09:55:00



(A) LAND

Show no more than 20 References to Title

DOMINANT TENEMENT (Land Benefitted)	SERVIENT TENEMENT (Land Burdened)
SEE ANNEXURE A	SEE ANNEXURE B

(B) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	
IW	DUNCAN LI SOLICITOR UNIT 5 NO.2 BADEN RD, NEUTRAL BAY 2089 REFERENCE (max. 15 characters): PH: 953-6885	TR

(C) EASEMENT

Number	Nature of Easement
DP 641428	RIGHT OF ACCESS

(D) TRANSFEROR

(Registered Proprietor of dominant tenement)

SEE ANNEXURE A

(E) acknowledges receipt of the consideration of ...\$10,000.00..... and as registered proprietor of the dominant tenement TRANSFERS and RELEASES the abovementioned Easement to the TRANSFEREE as registered proprietor of the servient tenement.

(F) TRANSFEREE

(Registered Proprietor of servient tenement)

SEE ANNEXURE B

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

DATE

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

EXECUTION BY TRANSFERORS
ATTACHED, SEE ANNEXURE C

Signature of Transferor

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

D.L.I.

Signature of Transferee's Solicitor

DUNCAN LI
SOLICITOR
Unit 5, No. 2 Baden Road
Neutral Bay 2089

NEWCASTLE DISTRICT COUNCIL (Office use only)

EM23
OLB

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

ANNEXURE A

Folio Identifier No.s	Transferor
26/827947	Pirie Projects Pty Ltd (ACN. 002 352 043) and Sanctuary Investments Pty Ltd (ACN. 003 384 290)
27/827947	Pirie Projects Pty Ltd (ACN. 002 352 043) and Sanctuary Investments Pty Ltd (ACN. 003 384 290)
11/702723	Pirie Projects Pty Ltd (ACN. 002 352 043) and Sanctuary Investments Pty Ltd (ACN. 003 384 290)
10/702723 ✓	Pirie Projects Pty Ltd (ACN. 002 352 043) and Sanctuary Investments Pty Ltd (ACN. 003 384 290)
1/410788 ✓	Pirie Projects Pty Ltd (ACN. 002 352 043) and Sanctuary Investments Pty Ltd (ACN. 003 384 290)
407/752034 ✓	Pirie Projects Pty Ltd (ACN. 002 352 043) and Sanctuary Investments Pty Ltd (ACN. 003 384 290)
233/813198 ✓	Pirie Projects Pty Ltd (ACN. 002 352 043) and Sanctuary Investments Pty Ltd (ACN. 003 384 290)
204/827948 φ	Pirie Projects Pty Ltd (ACN. 002 352 043) and Sanctuary Investments Pty Ltd (ACN. 003 384 290)
28/827947. ✗	Pirie Projects Pty Ltd (ACN. 002 352 043) and Sanctuary Investments Pty Ltd (ACN. 003 384 290)
CP/SP39974 ✓	The Proprietors - Strata Plan No.39974
CP/SP43635 ✓	The Proprietors - Strata Plan No.43635
CP/SP34331 ✓	The Proprietors - Strata Plan No.34331
CP/SP43460 ✓	The Proprietors - Strata Plan No.43460
CP/SP43461 ✓	The Proprietors - Strata Plan No.43461
CP/SP34689 ✓	The Proprietors - Strata Plan No.34689
1/270039 ✓	The Community Association 270039
211/829179 ✓	Construx Pty Ltd (ACN 003 960 638)
Consent to release easement pursuant to para 4. sheet 8 of DP641428	Council of the City of Liverpool and Holland Enterprises Pty Limited (In Liquidation)
Mortgage No.s U 661666 & U 160005	Westpac Banking Corporation ARBN 007 457 141

Q.
 NEW BEING 101-131/847116, PART 122/847116 - PART 28/827947
 φ NEW BEING 133-136/847116, PART 122/847116 - PART 204/827948

The history of the subdivision of the lots originally benefiting from the Right of Access DP641428 resulting in the above folio identifiers is outlined in the affidavit of Li Hong Kai, being ANNEXURE D to this Transfer Releasing Easement.

~~2/740520~~, 2/703621,
 X/414229; 20/612092;
 25/827947; 24/787291

Liverpool City Council

✓

ANNEXURE C

CONSENT TO EXTINGUISHMENT OF EASEMENT

1. Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd are the registered proprietors of land situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/702723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947 (the Land").
2. The Land is amongst other land benefited by a right of access created by registration of Deposited Plan 641428.
3. Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994 which they have commenced in the Supreme Court of New South Wales, Equity Division.

Executed on date January 1995.

Executed by SANCTUARY)
INVESTMENTS PTY)
LIMITED (ACN 003 384 290))
under its common seal)



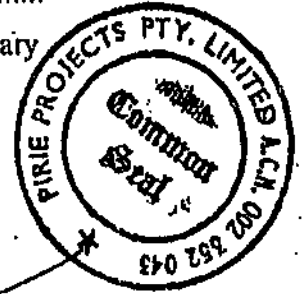
[Handwritten Signature]

Signature of Director/Secretary

[Handwritten Signature]

Signature of Director/Secretary

Executed by PIRIE PROJECTS)
PTY LIMITED (ACN 002 352 043)
under its common seal)



[Handwritten Signature]

Signature of Director/Secretary

[Handwritten Signature]

Signature of Director/Secretary

IN THE SUPREME COURT OF NEW SOUTH WALES
SYDNEY REGISTRY
EQUITY DIVISION

No. 4549 of 1994

IN THE MATTER OF THE
CONVEYANCING ACT 1919
(AS AMENDED)

THE APPLICATION OF
PIRIE PROJECTS PTY LTD
(ACN 002 352 043)

AND

SANCTUARY
INVESTMENTS PTY LTD
(ACN 003 384 290)
Plaintiffs

SUMMONS

The Plaintiffs claim:

1. An order that the right of access created by registration of Deposited Plan 641428 as more fully described in Instrument setting out the terms of that right of access created pursuant to s.88B of the Conveyancing Act 1919 be wholly extinguished.
2. Further or other orders or directions.

Time and Place for Hearing:

Time:

15/12/1994 at 10:00am ^{9:30}

Place

Level 7
Supreme Court
Queen's Square
Sydney NSW 2000

Plaintiffs:

Pirie Projects Pty Ltd (ACN 002 352 043) of 1st floor, 50 Macquarie Street, Liverpool and Sanctuary Investments Pty Ltd (ACN 003 384 290) of 2A Crane Road, Castle Hill


Address for Service:

c/o Duncan Li, Solicitor
Unit 5 No.2 Baden Road
Neutral Bay 2089

Address of Registry:

Supreme Court
Queen's Square
Sydney NSW 2000

Filed:

Plaintiffs' seal


DUNCAN LI
SOLICITOR
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089
PH: 953-6885
FX: 953-8852
ref: DL94B010

23 NOV 1994

CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. Westpac Banking Corporation ("the Mortgagee") has a registered mortgage U160005 over folio identifier 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947 ("the Land"). Pirie Projects Pty Ltd (ACN 002 352 043) and Sanctuary Investments Pty Ltd (ACN 003 384 290) are the registered proprietors of the land.
2. The Mortgagee understands that the Land, amongst other land, is benefited by a right of access onto various parts of the Land.
3. The Mortgagee consents to this right of access created by registration of Deposited Plan 641428 benefiting the Land being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on 13TH date JANUARY 1995.

Signed Sealed and Delivered
for and on behalf of
WESTPAC BANKING CORPORATION
ABN 007 457 141

CHRISTINE PHOEBE MALCOLM

by ~~CHRISTINE PHOEBE MALCOLM~~
ALAN BUCK
its duly constituted
Attorney who is
personally known to me

RICHARD ENGELSHIM
LYNNA BANK OFFICER

WESTPAC BANKING CORPORATION
ABN 007 457 141
by its Attorney

who hereby states that at the time of executing this instrument no notice of revocation has been received of the Power of Attorney registered in the office of the Registrar General No. 390 Book 4047 under the authority of which this instrument has been executed.

Chief Manager / Senior Manager (ACTING)

Manager Legal

CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Proprietors - Strata Plan 39974 ("the Proprietors") are the registered proprietors of folio identifier CP/SP 39974.
2. The Proprietors understands that their land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietors consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on date 28-11-1994.

Duncan Li STRATA MANAGER SP 39974

John Pollock SECRETARY
John Pollock TRANSURER



CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Proprietors - Strata Plan 43635 ("the Proprietors") are the registered proprietors of folio identifier CP/SP 43635.
2. The Proprietors understands that their land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietors consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on *30th* date *NOVEMBER* 1994.



Gai Fay Councillor

Wart Councillor

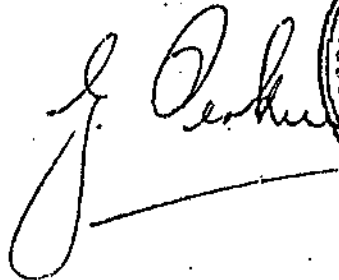
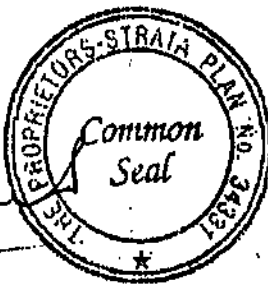
Philip Pappas Strata Manager

CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Proprietors - Strata Plan 34331 ("the Proprietors") are the registered proprietors of folio identifier CP/SP 34331.
2. The Proprietors understands that their land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietors consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on 9th date DECEMBER 1994.


CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Proprietors - Strata Plan 43460 ("the Proprietors") are the registered proprietors of folio identifier CP/SP 43460.
2. The Proprietors understands that their land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietors consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received.

Executed on 9th date DECEMBER 1994.

J. Peck



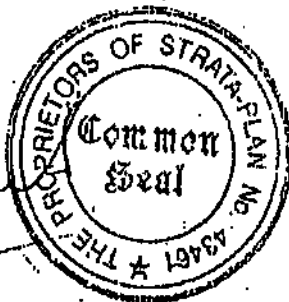
CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Proprietors - Strata Plan 43461 ("the Proprietors") are the registered proprietors of folio identifier CP/SP 43461.
2. The Proprietors understands that their land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietors consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on *9th* date *DECEMBER* 1994.

J. Oesker



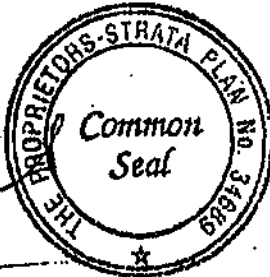
CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Proprietors - Strata Plan 34689 ("the Proprietors") are the registered proprietors of folio identifier CP/SP 34689.
2. The Proprietors understands that their land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietors consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on *9th* date *DECEMBER* 1994.

J. Becker




CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Community Association DP270039 ("the community Association") is the registered proprietor of folio identifier 1/270039.
2. The Community Association understands that its land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Community Association consents to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on *9th* date *DECEMBER* 1994.

J. Asher
The seal is circular with a double border. The outer border contains the text "COMMUNITY PLAN" at the top and "D.P. No. 270039" at the bottom. The inner circle contains the text "Seal of Association".

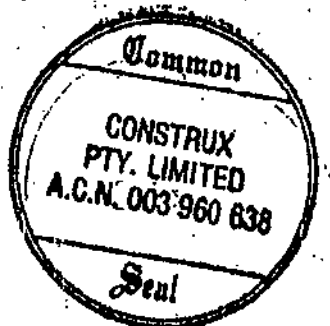
CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

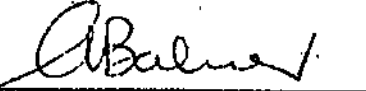
1. Construx Pty Ltd (ACN 003 960 638) ("the Proprietor") is the registered proprietor of folio identifier 211/829179
2. The Proprietor understands that its land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietor consents to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on 28th date November 1994.

THE COMMON SEAL of)
CONSTUX PTY LTD)
(ACN 003 960 638) was)
hereunto affixed by authority)
of the Board of Directors)
in the presence of:)




Secretary


Director

CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. Westpac Banking Corporation ("the Mortgagee") has a registered mortgage U661666 over folio identifier 211/829179 ("the land"). Construx Pty Ltd (ACN 003 960 638) is the registered proprietor of the land.
2. The Mortgagee understands that the land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Mortgagee consents to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on 29th date *December* 1994

Signed Sealed and Delivered
for and on behalf of
WESTPAC BANKING CORPORATION
ARBN 007 457 141

by *Garry Royce Holden*
his duly constituted
Attorney who is
personally known to me

John Francis Kennedy
Bank Officer
King & Coakle, High Street,

WESTPAC BANKING CORPORATION
ARBN 007 457 141

by its Attorney

who hereby states that at the time of executing this instrument no notice of revocation has been received of the Power of Attorney registered in the office of the Registrar General No. *831* Book *4059* under the authority of which this instrument has been executed.

[Signature]
King & Coakle, High Street,

- * Branch / * Office
 - * Manager
 - * Deputy Manager
 - * Assistant Manager
 - * Officer in Charge National Securities
 - * District Commercial Manager
 - * Commercial Manager
 - * District Operations Controller
 - * Assistant District Operations Controller
- * Delete as applicable

4.0

DEED OF CONSENT TO CANCELLATION OF EASEMENT

DEED dated 13 December 1994

BETWEEN

THE PROPRIETORS OF STRATA PLAN NO.s 34689, 34331, 43461, 43460 and THE COMMUNITY ASSOCIATION DEPOSITED PLAN NO. 270039 c/o Alliance Strata Management, level 4, 55 Grafton Street, Bondi Junction, New South Wales (hereinafter referred to as "the Proprietors")

AND

SANCTUARY INVESTMENTS PTY LIMITED (ACN 003 384 290) and PIRIE PROJECTS PTY LIMITED (ACN 002 352 043) of 2A Crane Road, Castle Hill, New South Wales (hereinafter referred to as "the Developer").

WHEREAS

- A. The Proprietors are the owners of properties located along Mead Drive, Chipping Norton which benefit from an easement created by DP 641428 (hereinafter referred to as "the Easement").
- B. The Developer is the owner of properties adjoining Mead Drive which are burdened by the Easement.
- C. The Developer has requested the Proprietors to the consent to the cancellation of the Easement which the Proprietors have agreed to do.

THIS DEED WITNESSES that:

- 1. In consideration of the Developer paying the sum of ten thousand dollars (\$10,000.00) to the Community Association DP 270039, the Proprietors consent to the cancellation of the Easement and authorise and direct the Developer to do all things necessary, at the Developers' cost, to effect the cancellation.
- 2. The Parties agrees to do all things and sign all such documents including but not limited to an "Application To Cancel Recording of Easement" RP 53 form, as are necessary to effect the cancellation of the Easement. This clause shall not merge on completion of this Deed.
- 3. The Developer agrees to pay any legal costs incurred by the Proprietors in connection with the cancellation of the Easement.

EXECUTED by the parties as a deed at Sydney.

Executed by SANCTUARY)
 INVESTMENTS PTY)
 LIMITED (ACN 003 384 290))
 under its common seal)

Signature of Director/Secretary

Signature of Director/Secretary

33295 6+21 12 200907+07/02

Executed by PIRIE PROJECTS)
PTY LIMITED (ACN 002 352 043)
under its common seal)

.....
Signature of Director/Secretary

THE COMMON SEAL of COMMUNITY)
ASSOCIATION D.P. NO. 270039)
was hereunto affixed on)
the date of 28th Nov 1994)
in the presence of:)
Graeme John PERKINS)
and)
being:)
the persons authorized by s.8)
of the Community Land Manage-)
ment Act 1989 to witness the)
affixing of the seal)

.....
Signature of Director/Secretary



.....
G. Perkins
.....

THE COMMON SEAL of STRATA)
CORPORATION NO. 43461 was here-)
unto affixed on 28th Nov 1994)
in the presence of)
Graeme John PERKINS)
and)
being the)
persons authorized by s.55 of)
the Strata Titles Act 1973)
to attest the affixing of)
the seal)



.....
G. Perkins
.....

THE COMMON SEAL OF STRATA CORPORATION
NO. 43460 was hereunto affixed on
28th Nov 1994 in the presence of
and
Groene John PERKINS being the
persons authorized by s.55 of the
Strata Titles Act 1973 to attest the
affixing of the seal



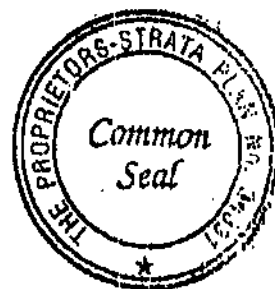
J. Perkins

THE COMMON SEAL of STRATA CORPORATION
NO. 34689 was here-
unto affixed on 28th Nov 1994
in the presence of *Groene John
Perkins* and
being the persons
authorized by s.55 of the Strata
Titles Act 1973 to attest the
affixing of the seal



J. Perkins

THE COMMON SEAL OF STRATA CORPORATION
NO. 34331 was hereunto affixed on
28th Nov 1994 in the presence
of *Graeme John PERKINS*
and
being the persons authorized by s.55
of the Strata Titles Act 1973 to
attest the affixing of the seal



G. Perkins

B



APPLICATION TO CANCEL RECORDING OF EASEMENT

SECTION 47 (8A), REAL PROPERTY ACT, 1900

R	of		R /
\$			

DESCRIPTION OF LAND
Note (a)

Dominant Tenement (land benefited)	Servient Tenement (land burdened)
Torrens Title Reference	Torrens Title Reference
Folio Identifier 2/740530 2/703621, 20/612092, 407/752034, 1/410788, 26/827947, 27/827947, 10 & 11/702723	Folio Identifier 20/612092 26/827947 27/827947, 11/702723, 10/702723, 1/410788, 2/703621, 407/752034

APPLICANT
Note (b)

PIRIE PROJECTS PTY, LTD AND SANCTUARY INVESTMENTS PTY,LTD.

C/- ROBERT MOORE & ASSOCIATES P.O. BOX 506 DRUMMOYNE NSW 2047

herein referred to as the Applicant, being the registered proprietor of the undermentioned easement, hereby applies to have the recording relating to the said easement cancelled on the folios of the Register shown above.

PARTICULARS OF EASEMENT TO BE CANCELLED
Note (c)

Easement created by Instrument No. D.P. 641428

Description of easement to be cancelled RIGHT OF ACCESS

OFFICE USE ONLY

The full names of persons having registered interests in the land benefited by the easement and the nature of the interest and reference to the instruments by which the interests were created are shown below. (The consents of these persons are set out overleaf.)

Note (d)

Full Name	Nature of Interest and reference to instrument by which created
COUNCIL OF THE CITY OF LIVERPOOL	CONSENT TO RELEASE
HOLLAND ENTERPRISES PTY.LIMITED (IN LIQUIDATION)	CONSENT TO RELEASE

EXECUTION
Note (e)

Westpac Banking Corporation Mortgage No U160006
I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.

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

The Seal of the Council of the City of Liverpool was hereunto affixed on the fourteenth day of June, 1994, in the presence of and is attested by the persons whose signatures are set opposite thereto in pursuance of a resolution of the Council passed on the fourteenth day of June, 1994.

Mark Cook
MAYOR

[Signature]
GENERAL MANAGER

Address and occupation of Witness

Signature of Applicant

SEE ANNEXURE "A" HERETO FOR FURTHER EXECUTION

TO BE COMPLETED BY LODGING PARTY
Notes (f) and (g)

OFFICE USE ONLY

LODGED BY		LOCATION OF DOCUMENTS	
CT	OTHER	CT	OTHER
			Herewith.
			In L.T.O. with
			Produced by
Checked	Passed	REGISTERED	- 19
Signed	Extra Fee	Secondary Directions	
		Delivery Directions	

ARTHUR
ANDERSEN

16 February 1994

23 FEB 1994

Mr Robert Moore
Robert Moore & Associates
PO Box 56
DRUMMOYNE NSW 2047

A Member Firm of
Arthur Andersen & Co, SC

141 Walker Street
North Sydney
GPO Box 4329 Sydney 2001
02 964 6000
02 922 2065 Fax
DX 1340 Sydney

Dear Sir

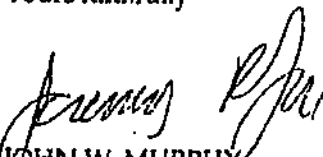
Holland Enterprises Pty Limited (In Liquidation) ("the Company")
ACN 000 826 513
Our Ref: Vol4/AMS08114/BOF/holland

I refer to your letter of 2 February 1994 and to your telephone conversations with Mr Brendan O'Flynn of my office. I advise the Company was wound up voluntarily pursuant to a resolution passed by its members. It was re-registered to facilitate participation in litigation. I have since requested the Australian Securities Commission de-register the Company as the litigation has been settled. Accordingly, I advise the Company has no interest in the land referred to in your letter.

Notwithstanding the above, I consent to the removal of the Right of Access denoted by D.P. 641428, to the extent this does not impinge upon the residents of the existing development completed to date. I note discussions of my staff with the Council of the City of Liverpool ("the Council") indicate the Council intends to review the impact of the proposed removal in this regard.

If you have any queries regarding the above please contact Mr Brendan O'Flynn of my office on 964 6955.

Yours faithfully


PP JOHN W. MURPHY
Liquidator

copies to: Mr David Philpott, Holland Group

BOF/holland

ANNEXURE D

IN THE SUPREME COURT OF NEW SOUTH WALES
SYDNEY REGISTRY
EQUITY DIVISION

No.4599 of 1994

IN THE MATTER OF THE
CONVEYANCING ACT 1919
(AS AMENDED)

PIRIE PROJECTS PTY LTD
(ACN 002 352 043)

AND

SANCTUARY
INVESTMENTS PTY LTD
(ACN 003 384 290)
Plaintiffs

I, LI HONG KAI of 10 Gilmour Close,
Glenhaven 2154 in the state of New South Wales
say on oath:

1. I am a director of the Plaintiff, Sanctuary Investments Pty Ltd herein.
2. The Plaintiffs on 2 December 1993 entered into a Contract for Sale of Land for vacant land and a vacant shopping centre situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in folio identifier nos. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 6/270039, 211/829179 and 28/827947 from Westpac Banking Corporation exercising power of sale as mortgagee of Permanent Trustee Australia Limited ("the Contract").
3. Exhibited to me at the time of swearing this my affidavit and marked "Contract" is a true copy of the Contract.
4. The Plaintiffs have sold a portion of the vacant land referred to in the Contract, comprising folio identifier 211/829179 to Construx Pty Ltd (ACN 003 960 638) and folio identifier 6/270039 to Asia Pacific Development Corporation Pty Ltd (ACN 064 501 211). Annexed hereto and marked with the letter "A" is a copy of the respective folio identifiers.
5. The balance of the vacant land and the vacant shopping centre purchased pursuant to the Contract, comprising of folio identifier nos. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947 remain in the ownership of the Plaintiffs ("the Land") as indicated in the copy of folio identifiers annexed hereto and marked with the letter "B".

AFFIDAVIT

Deponent: Li Hong Kai

Sworn: 14 December 1994

DUNCAN LI
SOLICITOR
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089
PH: 953-6885
FX: 953-8852
ref: DL94B010

Li Hong Kai

[Signature]

6. The Land is burdened by a right of access created by registration of Deposited Plan 641428 ("the Burdened Land"). Annexed hereto and marked with the letter "C" is a copy of DP 641428 and s.88B instrument setting out the terms of the right of access ("Right of Access").
7. The land benefiting from the Right of Access as at the date of registration of the Deposited Plan 641428 comprised Portion 407, lot 20 DP612092, lot 2 DP703621, lot 2 DP 740530, lot X DP414229, lot 11 DP702723, lot 10 DP70723 and land in DP410788 ("the Benefited Land").
8. Since the registration of the Deposited Plan 641428, the Benefited Land has been subdivided, (the subdivided land not in the ownership of the Plaintiff has been underlined and bolded) as follows

A. Portion 407, lot 10 DP702723, lot 11 DP702723 and land in DP410788 were part of the land purchased by the Plaintiff. Annexed hereto and marked with the letter "B" is a copy of the relevant folio identifiers.

B. Lot 2 DP740530 was subdivided by DP 777241 (copy annexed hereto and marked with the letter "D") into:

1.1 Lot 21 DP777241 which became Strata Plan 34331 (copy annexed hereto and marked with the letter "E") also known as lot 3 Community Plan DP270039 (as described in sheet 1 of the Community Plan DP270039 copy annexed hereto and marked with the letter "F"),

1.2 lot 22 DP777241 which was subdivided by DP787291 (copy annexed hereto and marked with the letter "G") into:

1.2.1 Lot 23 DP787291 which became Strata Plan 34689 (copy annexed hereto and marked with the letter "H") also known as lot 7 Community Plan DP270039 (as described in sheet 1 of the Community Plan DP270039 copy annexed hereto and marked with the letter "F"),

1.2.2 Lot 24 DP787291 which was subdivided by DP812912 (copy annexed hereto and marked with the letter "I") to produce the public road, Frank Oliveri Drive and Lot 11 DP812912 which was subdivided by DP813198 (copy annexed hereto and marked with the letter "J") into:

1.2.2.1 Lot 233 DP813198, purchased by the Plaintiffs (copy of the title search annexed hereto and marked with the letter "B");

1.2.2.2 Lot 230 DP813198 which became Strata Plan 39974
(copy annexed hereto and marked with the letter
"K")

Ala. *John*

1.2.2.3 Lot 232 DP813198 which was amalgamated with other lots and subdivided by Community Plan DP270039 (as described in sheets 1 and 2 of the Community Plan DP270039 copy annexed hereto and marked with the letter "F"), referred to in paragraph D below.

1.2.2.4 Lot 231 DP813198 which was amalgamated with other lots and subdivided by DP827947 (copy annexed hereto and marked with the letter "L"), referred to in paragraph C below.

C. Lot 231 DP813198, lot 20 DP612092, lot 2 DP703621 and lot X DP414229 was subdivided by DP827947 (copy annexed hereto and marked with the letter "L") into:

1.1 Lots 26, 27 and 28 DP827947 purchased by the Plaintiffs (copy of the title searches annexed hereto and marked with the letter "B");

1.2 Lot 25 DP827947 which was subdivided by DP827948 (copy annexed hereto and marked with the letter "M") into:

1.2.1 Lot 204 DP827948 purchased by the Plaintiffs (copy of the title search annexed hereto and marked with the letter "B");

1.2.2 Lot 201, 202, and 203 DP827948 which was subdivided by DP829179 (copy annexed hereto and marked with the letter "N") into:

1.2.2.1 Lot 211 DP829179 purchased by Construx Pty Ltd (copy of folio identifier annexed hereto and marked with the letter "A")

1.2.2.2 Lot 210 DP829179 which was amalgamated with other lots and subdivided by Community Plan DP270039 (as described in sheets 1 and 2 of the Community Plan DP270039 copy annexed hereto and marked with the letter "F"); referred to in paragraph D below.

D. Lot 232 DP813198, lot 21 DP777241, lot 23 DP787291 and lot 210 DP829179 was subdivided by Community Plan DP270039 (copy of Community Plan DP270039 annexed hereto and marked with the letter "F"), into:

1.1 Lot 1 DP270039 which became the Community Property (copy of folio identifier annexed hereto and marked with the letter "O")

1.2 Lot 2 DP270039 which became Strata Plan 43635 (copy of folio identifier annexed hereto and marked with the letter "P")

Min

Jan

- 1.3 Lot 3 DP270039 which was already known as Strata Plan 34331 (copy of folio identifier annexed hereto and marked with the letter "E")
- 1.4 Lot 4 DP270039 which became Strata Plan 43460 (copy of folio identifier annexed hereto and marked with the letter "O")
- 1.5 Lot 5 DP270039 which became Strata Plan 43461 (copy of folio identifier annexed hereto and marked with the letter "R")
- 1.6 Lot 6 DP270039 purchased by Asia Pacific Development Corporation Pty Ltd (copy of folio identifier annexed hereto and marked with the letter "A")
- 1.7 Lot 7 DP270039 which was already known as Strata Plan 34689 (copy of folio identifier annexed hereto and marked with the letter "H")

9. To summarise the above history, the land presently benefiting from the Right of Access comprise the following folio identifier nos:

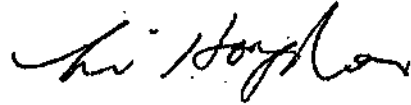
- CP/SP39974
- 211/829179
- 1/270039
- CP/SP43635
- CP/SP34331
- CP/SP43460
- CP/SP43461
- 6/270039
- CP/SP34689

10. The persons whose consent is required to release vary or modify the said right of access way are Holland Enterprises Pty Limited (in liquidation) or such other person appointed in writing for the purpose by Holland Enterprises Pty Limited (in liquidation) and the Council of the City of Liverpool.
11. Annexed hereto and marked with the letters "S" and "T" are dealings being an application to cancel recording of easement executed under the seal of the Council of the City of Liverpool and letter from John W. Murphy of Arthur Anderson dated 16 February 1994.
12. Annexed hereto and marked with the letter "U" is a copy of the resolution of the shareholders of Holland Enterprises Pty Limited dated 13 August 1987 appointing John W. Murphy as the liquidator of Holland Enterprises Pty Limited (in liquidation).

dlr *thw*

13. Annexed hereto and marked with the letter "V" are the consents of all of the owners of the lands benefiting from the right of access way with the exception of Asia Pacific Development Corporation Pty Limited (ACN 064 501 211) being the registered proprietor of the land known as Lot 6 Mead Place, Chipping Norton being the land contained in Folio Identifier 6/270039.

SWORN by the deponent)
at Sydney)
before me:)



Duncan Li

Duncan Li
Solicitor of the Supreme
Court of New South Wales
holding a current practising
certificate under the Legal
Practitioners Act 1987

14 December 1994

COMPUTER FOLIO SEARCH

Issued pursuant to the Real Property Act, 1900, and certified overleaf

TORRENS TITLE

DEPARTMENT NUMBER

211/829179

FOLIO No & DATE OF CURRENT CERTIFICATE OF TITLE

4

29. 9.1994



No. B71B

"A"

Search certified to:

Date 28.11.1994 Time 8.00AM

LAND

This is the Annexure marked 'A' to

LOT 211 IN DEPOSITED PLAN 829179
 AT CHIPPING NORTON
 LOCAL GOVERNMENT AREA: LIVERPOOL
 PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
 TITLE DIAGRAM: DP829179

the affidavit of Li Hong Kai

sworn 14 December 1994

Duh

FIRST SCHEDULE

CONSTRUX PTY LIMITED

(T U661665)

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. DP740530 EASEMENT FOR SERVICES 5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
3. DP740530 EASEMENT TO DRAIN SEWAGE 2 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
4. DP777241 EASEMENT FOR UNDERGROUND MAINS 1 WIDE & VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
5. DP787291 EASEMENT TO DRAIN SEWAGE 2 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
6. DP787291 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
7. DP787291 EASEMENT FOR SERVICES 5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
8. DP813198 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
9. DP813198 EASEMENT FOR UNDERGROUND MAINS 1 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
10. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING THE PART OF THE LAND SHOWN SO BURDENED IN THE TITLE DIAGRAM
11. DP638018 EASEMENT FOR SERVICES 5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
12. DP777241 EASEMENT FOR SERVICES 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
13. DP777241 EASEMENT FOR SERVICES 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
14. DP641427 RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
15. DP641428 RIGHT OF ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

RGRH

28.11.1994

B71B

COMPUTER FOLIO SEARCH

LAND TITLES OFFICE
 NEW SOUTH WALES



Issued pursuant to the Real Property
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TORRENS TITLE

No. B71B

211/829179

Search certified to:
 Date 28.11.1994 Time 8.00AM

LITTON No & DATE OF CURRENT CERTIFICATE OF TITLE

4 29. 9.1994

PAGE 2

 SECOND SCHEDULE (CONTINUED)

- 16. DP641428 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17. DP641428 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18. DP639672 RIGHT OF FOOTWAY APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 19. DP777241 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 20. DP641428 RIGHT OF WAY APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 21. DP787291 EASEMENT FOR WATERMAIN OVER EXISTING LINE OF PIPES APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 22. DP740530 EASEMENT FOR SERVICES APPURTENANT TO THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 23. DP777241 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 24. DP740530 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25. DP777241 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 26. DP813198 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 27. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 28. DP827948 RIGHT OF CARRIAGEWAY 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 29. DP827948 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 30. U661666 MORTGAGE TO WESTPAC BANKING CORPORATION

 NOTATIONS

UNREGISTERED DEALINGS: NIL

RGRH

28.11.1994

B71B

COMPUTER FOLIO SEARCH

LAND TITLES OFFICE
NEW SOUTH WALES

Issued pursuant to the Real Property
Act, 1900, and certified overleaf



No. B71W

Search certified to:
Date 19. 9.1994 Time 8.00AM

TORRENS TITLE	
FOLIO IDENTIFIER	
6/270039	
NOTATION No A PAGE OF CURRENT CERTIFICATE OF TITLE	
4	6. 7.1994

LAND

LOT 6 IN COMMUNITY PLAN DP270039
AT CHIPPING NORTON
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP270039

FIRST SCHEDULE

ASIA PACIFIC DEVELOPMENT CORPORATION PTY. LIMITED

(T U416212

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. INTERESTS RECORDED ON REGISTER FOLIO 1/270039
3. ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
4. DP740530 EASEMENT TO DRAIN SEWAGE 2 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
5. DP740530 EASEMENT TO DRAIN WATER 4.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
6. DP777241 EASEMENT FOR UNDERGROUND MAINS 1 WIDE & VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
7. DP787291 EASEMENT TO DRAIN SEWAGE 2 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
8. DP787291 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
9. DP813198 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
10. DP641426 EASEMENT FOR UNDERGROUND CABLES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
11. DP641426 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
12. DP641427 RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
13. DP641427 RIGHT OF WAY 6 WIDE & VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
14. DP638018 EASEMENT FOR SERVICES 5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
15. DP777241 EASEMENT FOR SERVICES 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

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RGD4

19. 9.1994 B71W

* 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 FORNISHED TO THE REGISTRAR

COMPUTER FOLIO SEARCH

LAND TITLES OFFICE
NEW SOUTH WALES

No. B71W

Search certified to:
Date 19. 9.1994 Time 8.00AMTORRENS TITLE
FOLIO IDENTIFIER

6/270039

EDITION No. & DATE OF CURRENT CERTIFICATE OF TITLE

4

6. 7.1994

PAGE 2

SECOND SCHEDULE (CONTINUED)

16. DP777241 EASEMENT FOR SERVICES 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
17. DP641427 RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
18. DP641428 RIGHT OF ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
19. DP641428 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
20. DP641428 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
21. DP639672 RIGHT OF FOOTWAY APPURTENANT TO THE PART FORMERLY IN 231/813198
22. DP777241 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES APPURTENANT TO THE PART FORMERLY IN 231/813198
23. DP641428 RIGHT OF WAY APPURTENANT TO THE PART FORMERLY IN 231/813198
24. DP787291 EASEMENT FOR WATERMAIN OVER EXISTING LINE OF PIPES APPURTENANT TO THE PART FORMERLY IN 231/813198
25. DP740530 EASEMENT FOR SERVICES APPURTENANT TO THE PART FORMERLY IN 20/612092
26. DP777241 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART FORMERLY IN 20/612092
27. DP740530 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART FORMERLY IN 231/813198
28. DP777241 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART FORMERLY IN 231/813198
29. DP813198 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART FORMERLY IN 231/813198
30. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
31. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
32. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
33. DP270039 EASEMENT FOR WATERMAIN 1 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
34. DP270039 EASEMENT FOR WATERMAIN 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
35. DP270039 RESTRICTION(S) ON THE USE OF LAND
36. U416213 MORTGAGE TO METWAY BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

RGD4

19. 9.1994 B71W

CIVIL PLAN FOLIO SEARCH

Issued pursuant to the Real Property Act, 1900, and certified overleaf

TORRENS TITLE
CERTIFICATE



No. B71B

Search certified to:
Date 28.11.1994 Time 8.00AM

26/827947	
EINION NO & DATE OF CURRENT CERTIFICATE OF TITLE	
3	14. 4.1994

LAND

LOT 26 IN DEPOSITED PLAN 827947
 AT CHIPPING NORTON
 LOCAL GOVERNMENT AREA: LIVERPOOL
 PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
 TITLE DIAGRAM: DP827947

*This is the Amenity marked 'B'
 to the affidavit of Li Hong Kai
 sworn 14 December 1994*

D.L.

FIRST SCHEDULE

PIRIE PROJECTS PTY LTD
 SANCTUARY INVESTMENTS PTY LIMITED
 AS TENANTS IN COMMON IN EQUAL SHARES

(TP U160002)

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. EASEMENT(S) AFFECTING THE PART(S) OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY -
 DP638018 EASEMENT FOR SERVICES 5 WIDE
 DP641428 RIGHT OF ACCESS
3. DP638018 RESTRICTION(S) ON THE USE OF LAND
4. EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY -
 DP638018 EASEMENT FOR SERVICES 5 WIDE
 DP740530 EASEMENT FOR SERVICES 1 WIDE
 DP641428 RIGHT OF ACCESS
 DP641428 RIGHT OF CARRIAGEWAY
 DP641428 RIGHT OF WAY
 DP641428 EASEMENT FOR SERVICES
5. U160005 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

RGKF

28.11.1994

B71B

COMPUTER HOLIO SEARCH

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Act, 1900, and certified overleaf

TORRENS TITLE
EQUITY INSTRUMENT



No. B71B

27/827947	
LOTION No & DATE OF CURRENT CERTIFICATE OF TITLE	
3	14. 4.1994

Search certified to:
Date 28.11.1994 Time 8.00AM

LAND

LOT 27 IN DEPOSITED PLAN 827947
AT CHIPPING NORTON
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP827947

FIRST SCHEDULE

PIRIE PROJECTS PTY LIMITED
SANCTUARY INVESTMENTS PTY LIMITED
AS TENANTS IN COMMON IN EQUAL SHARES (TP U160004)

SECOND SCHEDULE

-
1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
 2. EASEMENT(S) AFFECTING THE PART(S) OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY -
DP638018 EASEMENT FOR SERVICES 5 WIDE
DP641428 RIGHT OF ACCESS
 3. DP638018 RESTRICTION(S) ON THE USE OF LAND
 4. EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY -
DP740530 EASEMENT FOR SERVICES 1 WIDE
DP641428 RIGHT OF ACCESS
DP641428 RIGHT OF CARRIAGEWAY
DP641428 EASEMENT FOR SERVICES
 5. U160005 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

RGKF

28.11.1994

B71B

COMPUTER FOLIO SEARCH

LAND TITLES OFFICE
 NEW SOUTH WALES

Issued pursuant to the Real Property
 Act, 1900, and certified overleaf

TORRENS TITLE

(FORM 010-N/1978)



No. B71B

11/702723

Search certified to:
 Date 28.11.1994 Time 8.00AM

LIVESTOCK No & DATE OF CURRENT CERTIFICATE OF TITLE
15 29. 9.1994

LAND

 LOT 11 IN DEPOSITED PLAN 702723
 AT CHIPPING NORTON
 LOCAL GOVERNMENT AREA: LIVERPOOL
 PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
 TITLE DIAGRAM: DP702723

FIRST SCHEDULE

 PIRIE PROJECTS PTY LTD
 SANCTUARY INVESTMENTS PTY LIMITED
 AS TENANTS IN COMMON IN EQUAL SHARES (TP U160002)

SECOND SCHEDULE

-
1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
 2. DP702723 EASEMENTS TO DRAIN WATER 2.5 WIDE, 3 WIDE & VARIABLE AFFECTING THE PARTS OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
 3. DP638018 EASEMENT FOR SERVICES 5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
 4. DP740530 EASEMENT FOR SERVICES 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
 5. DP641428 RIGHT OF ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
 6. DP641428 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
 7. DP641428 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED
 8. DP641428 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
 9. DP641428 RIGHT OF ACCESS AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP641428
 10. Z667076 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN AS EASEMENT FOR ELECTRICITY PURPOSES IN DP643922
 11. U160005 MORTGAGE TO WESTPAC BANKING CORPORATION
 12. U577016 LEASE TO RICHE MANAGEMENT PTY LIMITED OF SHOP 9 LAKESIDE SHOPPING CENTRE 40 ERNEST ST, CHIPPING NORTON. EXPIRES 5.8.1997. OPTION OF RENEWAL 3 YEARS
 13. U662896 LEASE TO LAY CHAU OF SHOP 7A, LAKESIDE SHOPPING CENTRE, 40 ERNEST STREET, CHIPPING NORTON. EXPIRES 5.8.1997 OPTION OF RENEWAL 3 YEARS
 14. U662897 LEASE TO DAMDALE PTY. LIMITED OF SHOP 5, LAKESIDE SHOPPING CENTRE, 40 ERNEST STREET, CHIPPING NORTON. EXPIRES 5.8.1997 OPTION OF RENEWAL 3 YEARS

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RGKF

28.11.1994 B71B

COMPUTER FOLIO SEARCH

Issued pursuant to the Real Property
Act, 1900, and certified overleaf

TORRENS TITLE
FOLIO NUMBER

11/702723

LENTON No & DATE OF CURRENT CERTIFICATE OF TITLE

15

29. 9.1994



No. B71B

Search certified to:
Date 28.11.1994 Time 8.00AM

PAGE 2

SECOND SCHEDULE (CONTINUED)

15. U662898 LEASE TO CONNIE D'ALI OF SHOP 11, LAKESIDE SHOPPING CENTRE, 40 ERNEST STREET, CHIPPING NORTON. EXPIRES 5.8.1996 OPTION OF RENEWAL 2 YEARS

NOTATIONS

UNREGISTERED DEALINGS: NIL

RGKF

28.11.1994

B71B

COMPUTER FOLIO SEARCH

LAND TITLES OFFICE
NEW SOUTH WALES

Issued pursuant to the Real Property
Act, 1900, and certified overleaf

TORRENS TITLE
FOLIO NUMBER

10/702723

SECTION No & DATE OF CURRENT CERTIFICATE OF TITLE

11

14. 4. 1994



No. B71B

Search certified to:
Date 28.11.1994 Time 8.00AM

LAND

LOT 10 IN DEPOSITED PLAN 702723
AT CHIPPING NORTON
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP702723

FIRST SCHEDULE

PIRIE PROJECTS PTY LIMITED
SANCTUARY INVESTMENTS PTY LIMITED
AS TENANTS IN COMMON IN EQUAL SHARES (TP U160001)

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. R519675 EASEMENT TO DRAIN WATER AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
3. DP638018 REGISTERED.
4. DP638018 EASEMENT FOR SERVICES 5 WIDE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
5. DP638018 RESTRICTION(S) ON THE USE OF LAND
6. DP740530 EASEMENT FOR SERVICES 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
7. DP641428 RIGHT OF ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
8. DP641428 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
9. DP641428 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED
10. DP641428 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
11. DP641428 RIGHT OF ACCESS AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP641428
12. U160005 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

RGKF

28.11.1994

B71B



COMPUTER FOLIO SEARCH

Issued pursuant to the Real Property Act, 1900, and certified overleaf

TORRENS TITLE
FOLIO IDENTIFIER

No. B71B

1/410788

Search certified to:
Date 28.11.1994 Time 8.00AM

EDITION No & DATE OF CURRENT CERTIFICATE OF TITLE

5

14. 4.1994

LAND

LOT 1 IN DEPOSITED PLAN 410788
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP410788

FIRST SCHEDULE

PIRIE PROJECTS PTY LIMITED
SANCTUARY INVESTMENTS PTY LIMITED
AS TENANTS IN COMMON IN EQUAL SHARES (TP U160003)

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. R519675 EASEMENT TO DRAIN WATER AFFECTING PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN VOL 7856 FOL 23
3. DP638018 EASEMENT FOR SERVICES
4. DP638018 RESTRICTION(S) ON THE USE OF LAND
5. DP740530 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
6. DP641428 RIGHT OF ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
7. DP641428 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
8. DP641428 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED
9. DP641428 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
10. RIGHT OF ACCESS AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP641428
11. U160005 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

RGKF

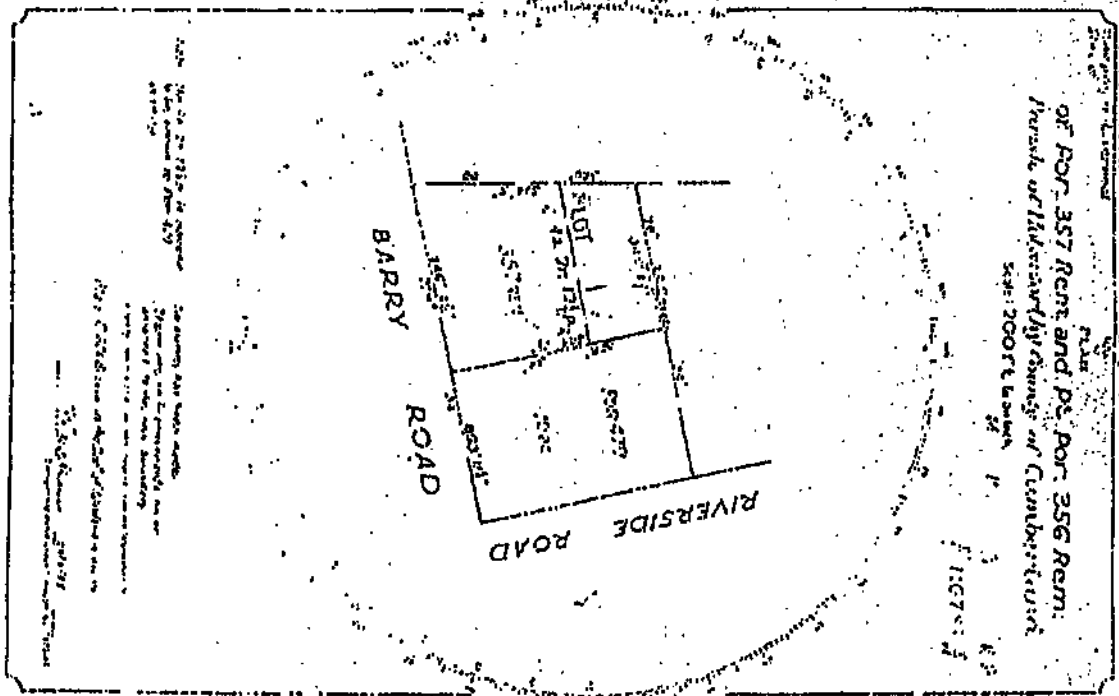
28.11.1994

B71B

THE REGISTRAR GENERAL'S OFFICE
 100, WATERLOO STREET, COLCHESTER, ESSEX, CO1 1JF
 TEL: 0206 223 4000 FAX: 0206 223 4001
 WWW.REGISTRATION.GOV.UK

THE REGISTRAR GENERAL'S OFFICE
 100, WATERLOO STREET, COLCHESTER, ESSEX, CO1 1JF
 TEL: 0206 223 4000 FAX: 0206 223 4001
 WWW.REGISTRATION.GOV.UK

This map is to be left for free notice



LOT 11
 DP 410788

JRS:JA
 12/07/07

Not to be used for any other purpose
 Date:

Lot	Area	Volume	Plan
1
2
3
4
5
6
7
8
9
10

COMPUTER FOLIO SEARCH

Issued pursuant to the Real Property
 Act, 1900, and certified overleaf

TORRENS TITLE
 NEW SOUTH WALES



No. B71B

407/752034

Search certified to:
 Date 28.11.1994 Time 8.00AM

EDITION No & DATE OF CURRENT CERTIFICATE OF TITLE

5 14. 4.1994

LAND

LOT 407 IN DEPOSITED PLAN 752034
 AT CHIPPING NORTON
 LOCAL GOVERNMENT AREA: LIVERPOOL
 PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
 (FORMERLY KNOWN AS PORTION 407)
 TITLE DIAGRAM: SEE CROWN PLAN 3641.2030

FIRST SCHEDULE

PIRIE PROJECTS PTY LTD
 SANCTUARY INVESTMENTS PTY LIMITED
 AS TENANTS IN COMMON IN EQUAL SHARES (TP U160002)

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. DP702723 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE DP702723
3. DP638018 EASEMENT FOR SERVICES EASEMENT FOR SERVICES 5 WIDE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP638018
4. DP638018 RESTRICTION(S) ON THE USE OF LAND
5. DP638018 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
6. DP740530 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
7. DP641428 RIGHT OF ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
8. DP641428 RIGHT OF CARRIAGENAY APPURTENANT TO THE LAND ABOVE DESCRIBED
9. DP641428 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED
10. DP641428 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
11. DP641428 RIGHT OF ACCESS AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP641428
12. U160005 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

RGKF

28.11.1994

B71B

COMPUTER FOLIO SEARCH

Issued pursuant to the Real Property
Act, 1900, and certified overleaf

TORRENS TITLE
TITLE IDENTIFIER



No. B71B

233/813198

Search certified to:
Date 28.11.1994 Time 8.00AM

EDITION No & DATE OF CURRENT CERTIFICATE OF TITLE	
3	14. 4.1994

LAND

LOT 233 IN DEPOSITED PLAN 813198
AT CHIPPING NORTON
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP813198

FIRST SCHEDULE

PIRIE PROJECTS PTY LTD
SANCTUARY INVESTMENTS PTY LIMITED
AS TENANTS IN COMMON IN EQUAL SHARES (TP U160002)

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. EASEMENT(S) AFFECTING THE PART(S) OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY -
 - DP740530 EASEMENT FOR SERVICES 5 WIDE
 - DP740530 EASEMENT FOR UNDERGROUND MAINS 1.5 WIDE & VARIABLE WIDTH
 - DP787291 EASEMENT FOR SERVICES 5 WIDE
 - DP813198 EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE
3. EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY -
 - DP638018 EASEMENT FOR SERVICES 5 WIDE
 - DP639672 RIGHT OF FOOTWAY
 - DP777241 EASEMENT FOR SERVICES 6 WIDE
 - DP777241 EASEMENT FOR SERVICES 1 WIDE
 - DP777241 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES
 - DP641427 RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH
 - DP641428 RIGHT FOR ACCESS
 - DP641428 RIGHT OF CARRIAGEWAY
 - DP641428 RIGHT OF WAY
 - DP641428 EASEMENT FOR SERVICES
 - DP787291 EASEMENT FOR WATERMAIN OVER EXISTING LINE OF PIPES
4. DP740530 RESTRICTION(S) ON THE USE OF LAND
5. DP777241 RESTRICTION(S) ON THE USE OF LAND
6. DP813198 RESTRICTION(S) ON THE USE OF LAND
7. U160005 MORTGAGE TO WESTPAC BANKING CORPORATION

END OF PAGE 1 - CONTINUED OVER

RGKF

28.11.1994

B71B

CURRENT EDITION SEARCH NEW SOUTH WALES

Issued pursuant to the Real Property Act, 1900, and certified overleaf



No. B71B

Search certified to:
Date 28.11.1994 Time 8.00AM

TORRENS TITLE TOLR IDENTIFIER	
233/813198	
EDITION No & DATE OF CURRENT CERTIFICATE OF TITLE	
3	14. 4.1994

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

RGKF

28.11.1994

B71B

COMPUTER FOLIO SEARCH

Issued pursuant to the Real Property Act, 1900, and certified overleaf



No. B71B

Search certified to:
Date 28.11.1994 Time 8.00AM

TORRENS TITLE	
FOLIO NUMBER	
204/827948	
EDITION No & DATE OF CURRENT CERTIFICATE OF TITLE	
3	14. 4.1994

LAND

 LOT 204 IN DEPOSITED PLAN 827948
 AT CHIPPING NORTON
 LOCAL GOVERNMENT AREA: LIVERPOOL
 PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
 TITLE DIAGRAM: DP827948

FIRST SCHEDULE

 PIRIE PROJECTS PTY LTD
 SANCTUARY INVESTMENTS PTY LIMITED
 AS TENANTS IN COMMON IN EQUAL SHARES (TP U160002)

SECOND SCHEDULE

-
1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
 2. EASEMENT(S) AFFECTING THE PART(S) OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY -
 DP641428 RIGHT OF ACCESS
 DP812912 EASEMENT TO DRAIN WATER 2.5 WIDE
 3. EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY -
 DP638018 EASEMENT FOR SERVICES 5 WIDE
 DP777241 EASEMENT FOR SERVICES 6 WIDE
 DP777241 EASEMENT FOR SERVICES 1 WIDE
 DP777241 RIGHT OF CARRIAGEWAY
 DP641427 RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE
 DP641428 RIGHT FOR ACCESS
 DP641428 RIGHT OF CARRIAGEWAY
 DP641428 EASEMENT FOR SERVICES
 DP740530 EASEMENT FOR SERVICES 5 WIDE
 4. DP827948 EASEMENT TO DRAIN WATER 4 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 5. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 6. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 7. DP827948 RIGHT OF CARRIAGEWAY 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
 8. U160005 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

 UNREGISTERED DEALINGS: NIL

RGKF

28.11.1994

B71B

COMPUTER FOLIO SEARCH

Issued pursuant to the Real Property
Act, 1900, and certified overleaf



No. B71B

Search certified to:
Date 28.11.1994 Time 8.00AM

TORRENS TITLE	
28/827947	
LITTON No & DATE OF CURRENT CERTIFICATE OF TITLE	
3	14. 4.1994

LAND

LOT 28 IN DEPOSITED PLAN 827947
AT CHIPPING NORTON
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP827947

FIRST SCHEDULE

PIRIE PROJECTS PTY LIMITED
SANCTUARY INVESTMENTS PTY LIMITED
AS TENANTS IN COMMON IN EQUAL SHARES (TP U160004)

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. DP638018 RESTRICTION(S) ON THE USE OF LAND
3. EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY -
 DP740530 EASEMENT FOR SERVICES 1 WIDE
 DP641428 RIGHT OF ACCESS
 DP641428 RIGHT OF CARRIAGEWAY
 DP641428 EASEMENT FOR SERVICES
- * 4. DP827947 EASEMENT TO DRAIN WATER 4 WIDE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
5. U160005 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

RGKF

28.11.1994

B71B

60221

This is the Annexure marked "C" in the
affidavit of Li Hong Kai sworn 14 Dec 1994

Duh

Form 2.

(Reg. 33D)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
58B OF THE CONVEYANCING ACT 1919

Lengths are in metres.

(Sheet 1 of 9 sheets)

PART 1

Plan: D.P. 64428

Plan of right of access, right of
carriageway, right of way and easement
for services over part of Lots 10 and
11 D.P. 702723, Lot 2 D.P. 740530, Lot
20 D.P. 612092, Lot 2 D.P. 703621, Lot
X in D.P. 414229 (being the land in
Certificate of Title Volume 7939 Folio
154) and portion 407 (being the land
in Certificate of Title Volume 1524
Folio 104) and land in D.P. 410738
(being the land in Certificate of
Title Volume 7856 Folio 23).

Full name and address of
proprietor of the land:

HOLLAND ENTERPRISES PTY. LIMITED
(in liquidation),
446 PACIFIC HIGHWAY,
ARTARMON NSW 2064

PERMANENT TRUSTEE AUSTRALIA LIMITED
~~207/23, 240 KILLMURRAY STREET,
MELBOURNE VIC 3000~~
LEVEL 7 23-25 O'CONNELL ST. SYDNEY

88

94

1. Identity of easement
restriction or positive
covenant firstly referred
to in the abovesentenced
Plan:

Right of access.

Schedule of Lots, etc. affected

Lots Burdened	Lots, roads or Authority, Benefited
Lot 20 D.P. 612092	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 2 D.P. 703621, Lot X D.P. 414229, Por. 407 and land in D.P. 410738.
Lot X D.P. 414229	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 2 D.P. 703621, Lot 20 D.P. 612092, Por. 407 and land in D.P. 410738.
Lot 11 D.P. 702723	Lot 1 D.P. 740530, Lot 10 D.P. 702723, Lot 2 D.P. 703621, Lot 20 D.P. 612092, Por. 407 and land in D.P. 410738, Lot X D.P. 414229.

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REGISTERED 15/16/17/1988



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Form 31

(Reg. 525)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 883 OF THE CONVEYANCING ACT 1919

Lengths are in metres.

(Sheet 2 of 9 sheets)

PART I

Plan: D.P. 641428

Plan of right of access, right of carriageway, right of way and easement for services over part of Lots 10 and 11 D.P. 702723, Lot 2 D.P. 740530, Lot 20 D.P. 612092, Lot 2 D.P. 703621, Lot 7 in D.P. 414229 (being the land in Certificate of Title Volume 7939 Folio 140, and portion 407 (being the land in Certificate of Title Volume 85224 Folio 104) and land in D.P. 410788 (being the land in Certificate of Title Volume 7858 Folio 13)).

Schedule of Lots, etc. affected

Lots Burdened	Lots, roads or Authority, Benefited
Lot 10 D.P. 702723	Lot 2 D.P. 740530, Lot 11 D.P. 702723, Lot 2 D.P. 703621, Lot 20 D.P. 612092, Por. 407 and land in D.P. 410788, Lot X D.P. 414229.
Land in D.P. 410788	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 2 D.P. 703621, Lot 20 D.P. 612092, Por. 407, Lot X D.P. 414229.
Lot 2 D.P. 703621	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 20 D.P. 612092, Por. 407, Lot X D.P. 414229 and land in D.P. 410788.
Por. 407	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 20 D.P. 612092, Lot X D.P. 414229, Lot 2 D.P. 703621 and land in D.P. 410788.

2. Identity of easement restriction or positive covenant secondly referred to in the above-mentioned Plan:

Right of carriageway 19 wide (Frank Oliver Drive)

N/A

Schedule of Lots, etc. affected


Lots Burdened	Lots, roads or Authority, Benefited
Lot 2 D.P. 740530	Lot 10 D.P. 612092, Lots 10 & 11 D.P. 702723, Por. 407, Lot X D.P. 414229, Lot 2 D.P. 703621 and land in D.P. 410788.

Alvin

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negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 18th November, 1988



Form 21

(Reg. 520)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 823 OF THE CONVEYANCING ACT 1919

Lengths are in metres.

(Sheet 3 of 9 sheets)

PART 1

Plan: D.P. 641428

Plan of right of access, right of carriage, right of way and easement for services over part of Lots 10 and 11 D.P. 702723, Lot 2 D.P. 740530, Lot 20 D.P. 612092, Lot 2 D.P. 703621, Lot X in D.P. 414229 (being the land in Certificate of Title Volume 7939 Folio 164) and portion 407 (being the land in Certificate of Title Volume 15224 Folio 104) and land in D.P. 410788 (being the land in Certificate of Title Volume 7816 Folio 23).

Schedule of Lots, etc. affected

N/A

Lots Burdened	Lots, roads or Authority, Benefited
Lot 20 D.P. 612092	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Por. 407, Lot X D.P. 414229, Lot 2 D.P. 703621 and land in D.P. 410788.
Lot X D.P. 414229	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 20 D.P. 612092, Por. 407, Lot 2 D.P. 703621, and land in D.P. 410788.
Lot 2 D.P. 703621	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 20 D.P. 612092, Por. 407, Lot X D.P. 414229 and land in D.P. 410788.

J. Indemnity of easement restriction or positive covenant thirdly referred to in the abovementioned plan.

Right of way 19 wide.

Schedule of Lots, etc. affected

Lots Burdened	Lots, roads or Authority, Benefited
Lot 2 D.P. 740530	The Council of the City of Liverpool.

REGISTERED 75/15/11/990

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Form 21

(Reg. 530)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 388 OF THE CONVEYANCING ACT 1915

Lengths are in metres.

(Sheet 4 of 3 sheets)

PART 1

Plan: D.P. 611428

Plan of right of access, right of carriageway, right of way and easement for services over part of Lots 10 and 11 D.P. 740530, Lot 1 D.P. 740530, Lot 20 D.P. 612092, Lot 2 D.P. 703621, Lot X in D.P. 414229 (being the land in Certificate of Title Volume 7939 Folio 164) and portion 407 (being the land in Certificate of Title Volume 15224 Folio 104) and land in D.P. 410788 (being the land in Certificate of Title Volume 7156 Folio 23).

1. Identify of easement restriction or positive covenant fourthly referred to in the abovementioned plan.

Easement for Services 19 vidi. M/A

Schedule of Lots, etc. affected

Lots Burdened

Lot 20 D.P. 612092

Lot X D.P. 414229

Lot 1 D.P. 703621

Lot 2 D.P. 740530

Lots, roads or Authority, Benefited

Lot 1 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 2 D.P. 703621, Lot X D.P. 414229, Por. 407 and land in D.P. 410788.

Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 2 D.P. 703621, Lot 20 D.P. 612092, Por. 407 and land in D.P. 410788.

Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 20 D.P. 612092, Por. 407, Lot X D.P. 414229 and land in D.P. 410788.

Lot 20 D.P. 612092, Lots 10 & 11 D.P. 702723, Por. 407, Lot X D.P. 414229, Lot 1 D.P. 703621 and land in D.P. 410788.

REGISTERED 15/11/1988

P. Miller

*John
T. Hill
Blair*

This is a photograph made as a permanent document in the custody of the Registrar this day, 13th November, 1988



Page = 101 / Request: yo.267 / Document: dl.1064128.SSH / Revision: 16-106-1972 / Status: OK / Printed: 07-Oct-1993 10:57 / Sample: 5

Page 21

Page 3

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 883 OF THE CONVEYANCING ACT 1919

Lengths are in metres.

(Sheet 3 of 9 sheets)

PART 1

Plan: D.P. 641428

Plan of right of access, right of carriage, right of way and easement for services over part of lots 10 and 11 D.P. 702723, Lot 2 D.P. 740530, Lot 10 D.P. 612092, Lot 2 D.P. 703611, Lot X in D.P. 414729 (being the land in Certificate of Title Volume 7939 Folio 164) and portion 407 (being the land in Certificate of Title Volume 15214 Folio 164) and land in D.P. 410788 (being the land in Certificate of Title Volume 7856 Folio 23).

PART 2

1. Term of easement for right of access firstly referred to in the abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times, to have access to that part of the servient tenement as is indicated on the abovementioned plan (herein called "the burdened land") together with all improvements erected thereon either at the date of creation of this easement or any time after that date for leisure sport and recreation purposes but not so as to use the burdened land contrary to any rules of use stipulated from time to time by Holland Enterprises Pty. Limited (in liquidation) or by its nominee authorised in writing for that purpose (herein called "the nominator") PROVIDED that such rules of use which do not relate to the use and enjoyment of improvements on the burdened land shall be made in the following manner: -

- (a) the nominator shall determine the rules of use, or any additions to or amendments thereof (herein called "the rules") from time to time and within fourteen (14) days of such determination shall give written notice to the Council of the City of Liverpool (or its successor in title) setting out the rules;
- (b) the said Council may within twenty one (21) days of the receipt of that written notice veto any one or more of the rules by notice in writing to the nominator whereupon any of the rules so vetoed shall not take effect; and
- (c) any of the rules not so vetoed shall have full force and effect after expiry of the twenty one (21) days referred to in paragraph (b).

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Page 21

(Reg. 52D)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 123 OF THE CONVEYANCING ACT 1919

Lengths are in metres.

(Sheet 6 of 3 sheets)

PART 2

Plan: D.P. 541428

Plan of right of access, right of carriage, right of way and easement for services over part of Lots 10 and 11 D.P. 702723, Lot 2 D.P. 740530, Lot 19 D.P. 417093, Lot 2 D.P. 703621, Lot 4 in D.P. 414229 (being the land in Certificate of Title Volume 1919 Folio 104) and portion 407 (being the land in Certificate of Title Volume 1522 Folio 104) and land in D.P. 410768 (being the land in Certificate of Title Volume 7855 Folio 13).

2. Terms of right of way 19 wide thirdly referred to in the above-mentioned plan.

Full and free right for The Council of the City of Liverpool and all other persons authorised by it and without limiting the generality thereof shall include The Council for the City of Liverpool, its agents, employees, contractors and workmen and all other persons acting under the authority of The Council of the City of Liverpool (hereinafter jointly and severally referred to as 'the Council'), to go pass and repass at all times over the servient tenement for the purposes of collecting and removing from the servient tenement any garbage, refuse, wastes or recyclable materials with or without vehicles of any type or description or on foot PROVIDED THAT the Council shall not be responsible for any injury, loss, damage or inconvenience to the registered proprietor of the servient tenement or any damage to the servient tenement or any roadway, footpath or other structure in or on the servient tenement or any pipes, wires, conduits or other structures passing under, over or through the servient tenement howsoever that injury, loss, damage or inconvenience shall arise and PROVIDED FURTHER THAT the registered proprietor of the servient tenement for itself, its successors and assigns :-

(a) Releases and discharges the Council from all manner of actions, suits, causes of action and suit, arbitrations, dues, debts, claims, costs and demands whatsoever both at law or equity or arising under the provisions of any statute which the registered proprietor of the servient tenement, its successors and assigns now have or at any time hereafter may have or but for the grant of this right of way could, would or might have against the Council by reason of any injury, loss, damage or inconvenience occurring during or as a consequence of the use of this right of way and the said registered proprietor for itself, its successors and assigns covenants with the Council that this release may be pleaded in bar of any such actions, suits, causes of action and suit, arbitrations, debts, dues, costs and demands whatsoever.

REGISTERED 16.11.1988

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T.H.L.L.

This is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 18th November, 1988



Doc: R411071 / Request: 465407 / Tx: 18-Dec-2019 09:55 / Seq: 49 of 133 / Src: INFOTRACK / Ref: 19134

Page 21

(Reg. 530)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1915

Lengths are in metres.

(Sheet 1 of 3 sheets)

PART 2

Plan: D.P. 641420

Plan of right of access, right of carriage, right of way and easement for services over part of Lots 10 and 11 D.P. 702723, Lot 2 P. 746530, Lot 20 D.P. 612092, Lot 2 D.P. 703671, Lot X in D.P. 414225 (being the land in Certificates of Title Volume 7939 Folio 164) and portion 407 (being the land in Certificate of Title Volume 45224 Folio 104) and land in D.P. 410763 (being the land in Certificate of Title Volume 7336 Folio 23).

(2) Indemnifies and covenants and agrees at all times hereafter to keep effectually indemnified the Council from and against all losses, costs, charges, damages, debts, dues, compensation and expenses whatsoever which the Council may incur or sustain by reason of any actions, proceedings, suits, claims or demands whatsoever by the registered proprietor, occupier, lessee, licensee, mortgagee, purchaser, transferee or alienee of the servient tenement or any part thereof from time to time hereafter by reason of any injury, loss, damage or inconvenience occurring during or as a consequence of the use of this Right of Way.

3. Terms of easement for services 19 vide fourthly referred to in the above-mentioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment (herein called "the grantee"), and every person authorised by him, from time to time and at all such times to place, use and maintain under the surface of so much of the servient tenement as is indicated on the above-mentioned plan (herein called "the burdened land"), such channels, cuttings, drains, wires, cables, pipes, conduits, ducts, pumps, sumps, pits, grease traps or grease pits and other structures, appurtenances or works (herein called "the works") for the provision of water, gas, electricity, telephone, sewerage, drainage, communication, cable television, mechanical, fire safety, security and any other services to and from the servient tenement or any part thereof or any land contiguous thereto TOGETHER WITH the right to use, for the purposes of the easement, any channels, cuttings, drains, wires, cables, pipes, conduits, ducts, pumps, sumps, pits, grease traps or grease pits and other

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Page 2:

(Reg. 32D)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 81B OF THE CONVEYANCING ACT 1919

Lengths are in metres.

(Sheet 6 of 9 sheets)

PART 2

Plan: D.P. 641428

Plan of right of access, right of carriage, right of way and easement for services over part of Lots 10 and 11 D.P. 702723, Lot 2 D.P. 740530, Lot 20 D.P. 612051, Lot 2 D.P. 703621, Lot 2 in D.P. 414239 (being the land in Certificate of Title Volume 7939 Folio 14) and portion 407 (being the land in Certificate of Title Volume 15224 Folio 104) and land in D.P. 410788 (being the land in Certificate of Title Volume 7556 Folio 23).

structures, appurtenances or works already laid within the burdened land for the same purpose or anything in replacement or in substitution therefore; TOGETHER WITH the right to the free and uninterrupted passage of such services and all or any of them under the surface of the burdened land or any part thereof by means of the works (including any such channels, cuttings, drains, wires, cables, pipes, conduits, ducts, pumps, sumps, pits, grease traps or grassy pits and other structures, appurtenances or works already laid within the burdened land for the same purpose or anything in replacement or in substitution therefor), TOGETHER WITH the right for the grantee and every person authorized by him, with any tools, implements or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing the works or any part thereof (including any such channels, cuttings, drains, wires, cables, pipes, conduits, ducts, pumps, sumps, pits, grease traps or grassy pits and other structures, appurtenances or works already laid within the burdened land for the same purpose or anything in replacement or in substitution therefor) and for any of the aforesaid purposes to open the soil of the burdened land to such extent as may be necessary PROVIDED that the grantee and the persons authorized by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

4. Name of person whose consent is required to release, vary or modify the easement firstly referred to in the abovementioned plan.

Holland Enterprises Pty. Limited (in Liquidation) or such other person appointed in writing for the purpose by Holland Enterprises Pty. Limited (in Liquidation) and the Council of the City of

REGISTERED 6375 16-11-1988

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A negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 19th November, 1988



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

Lengths are in metres.

Sheet 2 of 2 sheets

PART 2

Plan: D.P. 641420

Plan of right of access, right of carriageway, right of way and easement for services over part of Lots 13 and 14 D.P. 302721, Lot 2 D.P. 740530, Lot 20 D.P. 612092, Lot 2 D.P. 703621, Lot 4 in D.P. 414229 (being the land in Certificate of Title Volume 7939 Folio 164; and portion 407 being the land in Certificate of Title Volume 1922-2 Folio 104) and land in D.P. 420782 (being the land in Certificate of Title Volume 7856 Folio 231).

Liverpool jointly PROVIDED that any consent that may be given shall be made and done in all respects at the cost and expense of the person or corporation requesting such consent but in no event shall the Council of the City of Liverpool be required to bear such cost and expense PROVIDED FURTHER that anything contained herein and anything done by the proprietor of the land burdened by or benefited by the easement firstly referred to in the abovementioned plan shall not prejudice or affect any right or power which the Council otherwise has or shall have hereunder or otherwise against the said lands of the proprietor or proprietors thereof and that the word "consent" where used herein shall insofar as the Council of the City of Liverpool is concerned, not mean or include any consent or approval which may be or is otherwise required for or in respect to the said land pursuant to any statute or delegated legislation made hereunder.

REGISTERED 75/16/11/80

The Council of INVESTMENT MORTGAGE FINANCE PTY LIMITED who hereto affixes in the presence of:



Witnessed by PERMANENT TRUSTEE AUSTRALIA LIMITED a company duly incorporated and existing in the State of New South Wales in the presence of the Registrar-General of the State of New South Wales on the 13th day of November 1988

Group 4 Company
Name: INVESTMENT MORTGAGE FINANCE PTY LIMITED
Address: 100 South Street, Sydney, New South Wales

Name: KAREN SLENDER
Name: PETER BOSCARD J.P.
Date: 4.11.11

WESTPAC FINANCE PTY LIMITED as mortgagee under mortgage No. 131456 consents to the easements contained in the within section 88B Instrument 367 without prejudice to its rights powers and remedies under such mortgage against the mortgagee personally and as regards the lands comprised therein.

SIGNED (for and on behalf of) WESTPAC FINANCE PTY LIMITED by its Attorneys

WESTPAC FINANCE PTY LIMITED by Graham Lee Smith and Robert Smith who are its Attorneys who hereto respectively state that they have no notice of the revocation of the registered Power of Attorney under the authority of which they have executed this instrument.

Witnessed by the Registrar-General of New South Wales in the presence of MICHELLE ANGLIQUE SINGHARIA

Witness: Legal, Westpac Banking Corporation
Corporate Banking New South Wales and
Senior Manager, Westpac Banking Corporation
Corporate Banking New South Wales

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 13th November, 1988

170 179 201 211 221 231 241 251 261 271 281 291 301 311 321 331 341 351 361 371 381 391 401 411 421 431 441 451 461 471 481 491 501

PLAN FORM 3

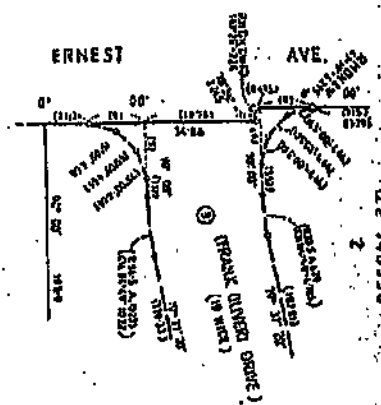


DIAGRAM 1
1:500

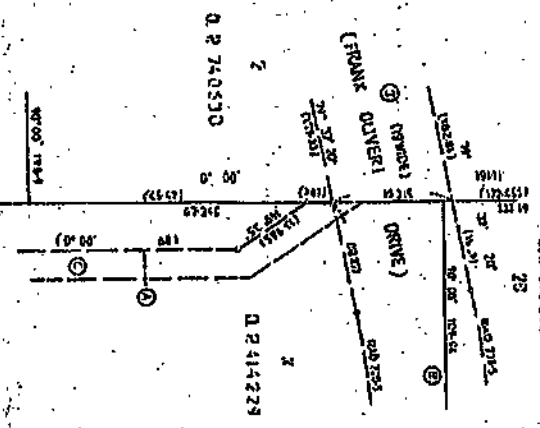


DIAGRAM 3
1:500

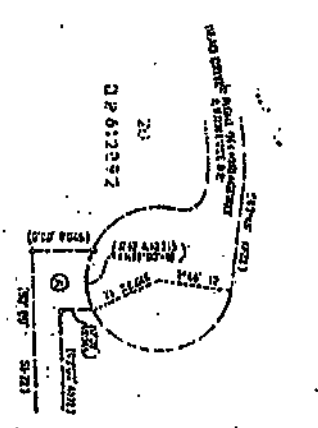


DIAGRAM 2
1:500

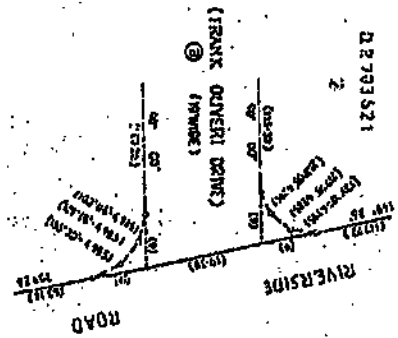


DIAGRAM 4
1:500

- ① SIGN OF ACCESS
- ② RIGHT OF CARRIAGEWAY W/ WIDE FRANK OLIVERI DRIVE
- ③ RIGHT OF WAY 19' WIDE
- ④ EXISTING FORD SERVICES 19' WIDE
- ⑤ EXISTING FORD SERVICES SW/NE 100' Q.D. 538019

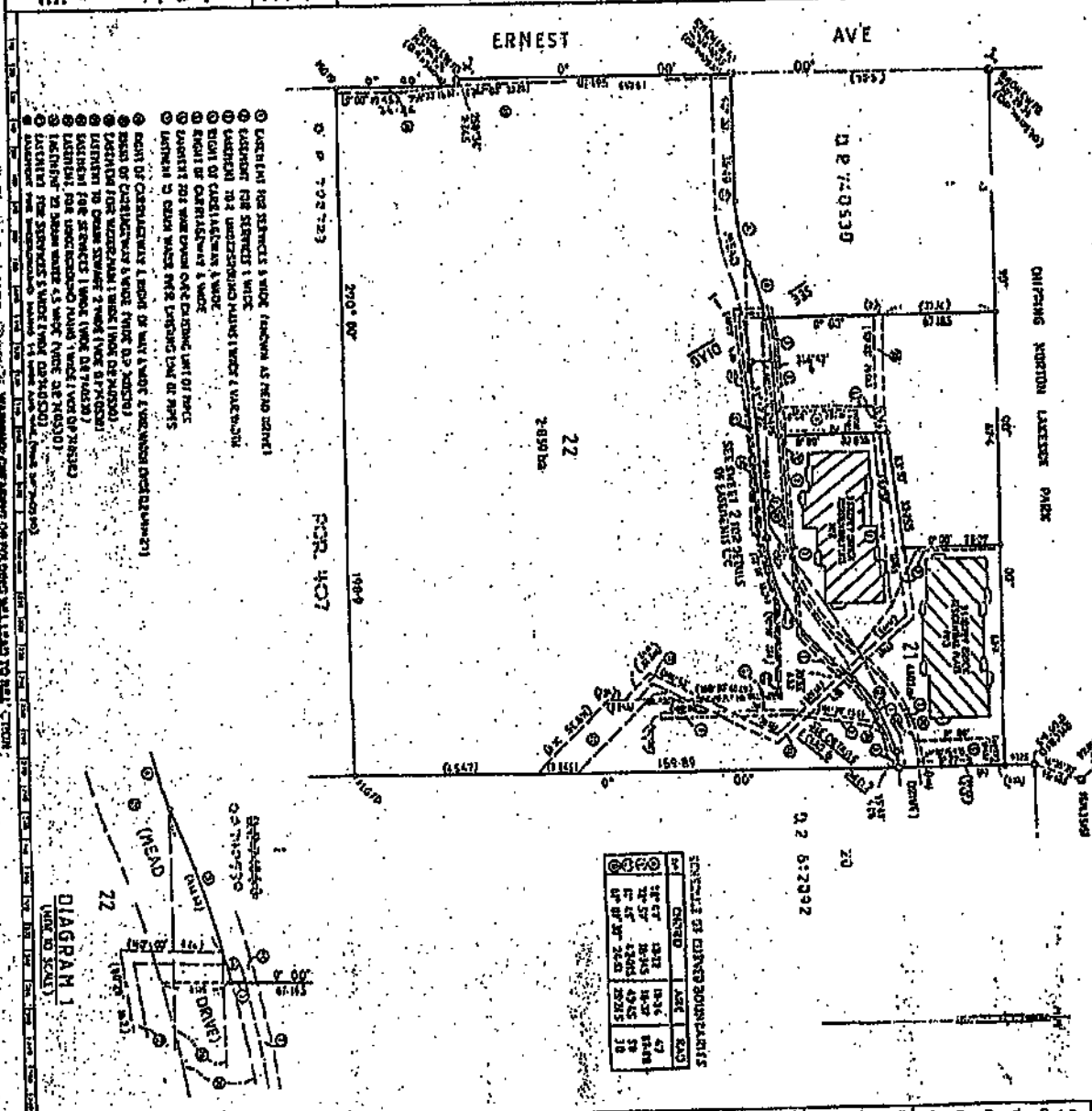
The map is a photograph made as a permanent record of a document in the custody of the Registrar-General of the City of Toronto, Ontario, Canada.

<p>APPROVED</p> <p><i>[Signature]</i></p>	<p>DATE</p> <p>19/12/19</p>
<p>APPROVED</p> <p><i>[Signature]</i></p>	<p>DATE</p> <p>19/12/19</p>

Scale 1:500

PLAN FORM 2

City of Liverpool
 Council Chambers
 100 King Street
 Liverpool NSW 2170
 Date: 14 Dec 1999
 Approved by: [Signature]
 Approved by: [Signature]
 Approved by: [Signature]



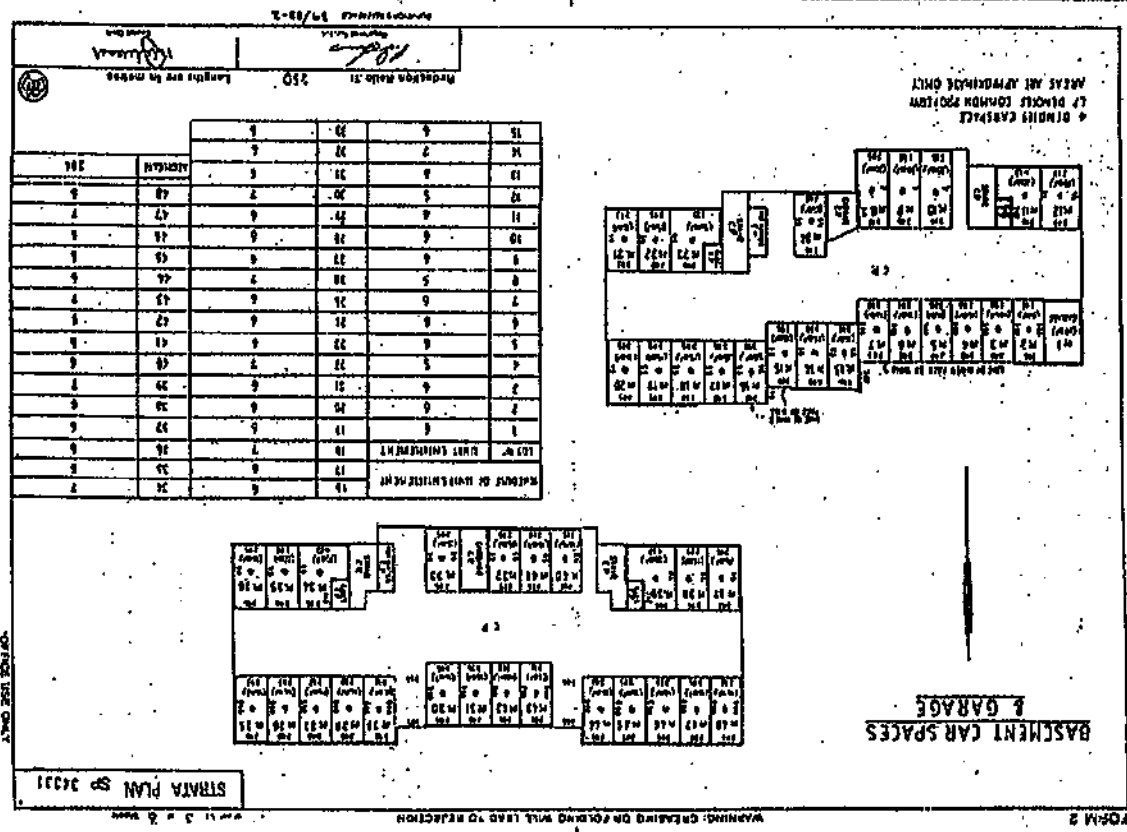
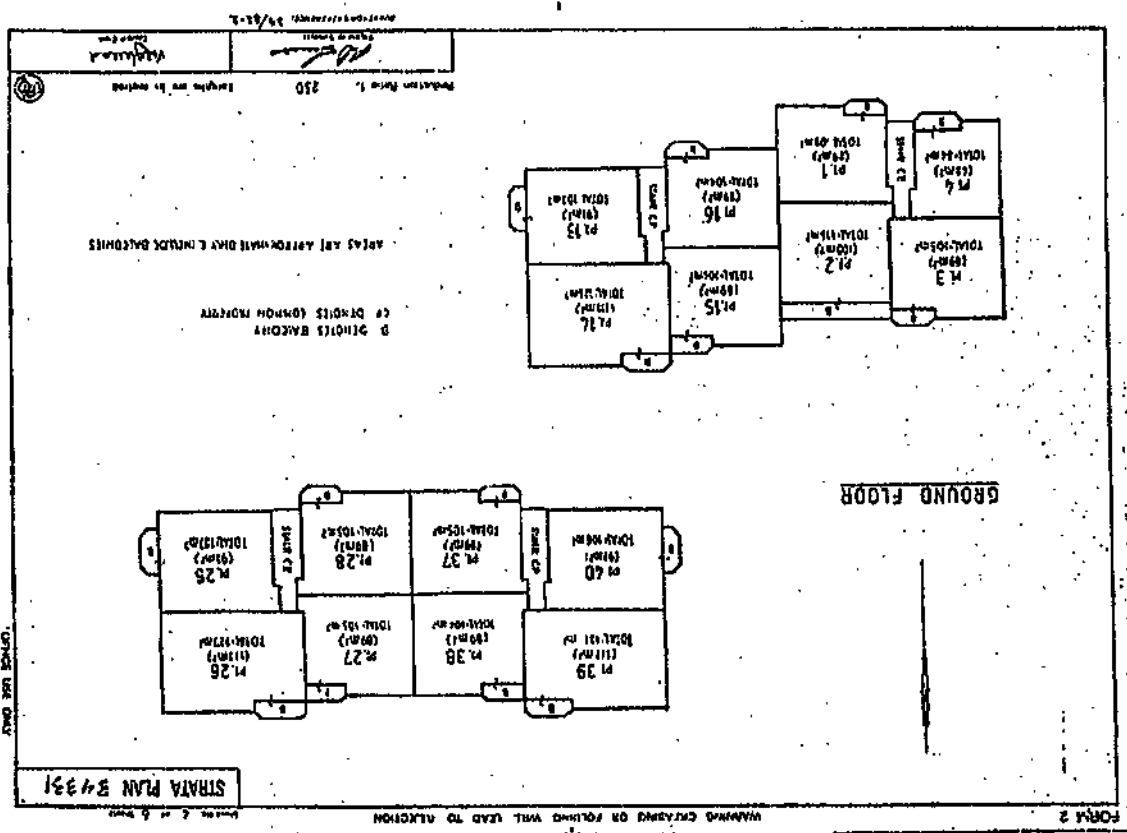
PLANNING CONSIDERATIONS AND RECOMMENDATIONS WILL LEAD TO THE 'CROWN'

RECOMMENDATION TO SEC 88 B OF THE CONVEYANCING ACT 1919-1964
 IT IS INTENDED TO CREATE:
 1) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 2) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 3) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 4) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 5) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 6) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 7) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 8) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 9) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 10) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 11) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 12) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 13) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 14) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 15) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 16) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 17) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 18) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 19) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 20) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 21) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 22) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 23) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 24) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 25) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 26) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 27) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 28) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 29) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30
 30) LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30

This is the Annexure marked 'B' in the affidavit of
 Li Hong Kai sworn 14 December 1999

D.L.

Box: 71b / Request: u505580 / Document: sp 0034331 PLAN / Revision: 17-Aug-1992 / Status: OK / Printed: 28-Nov-1994 09:19 / Images 3



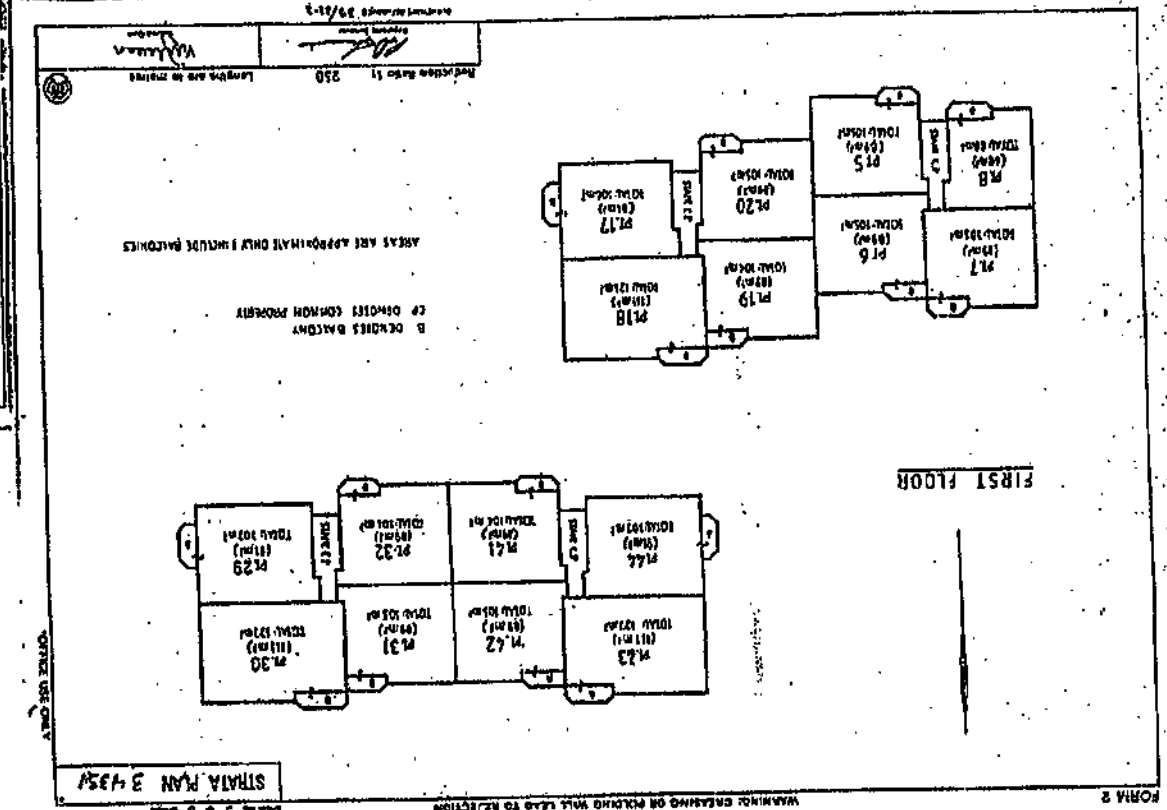
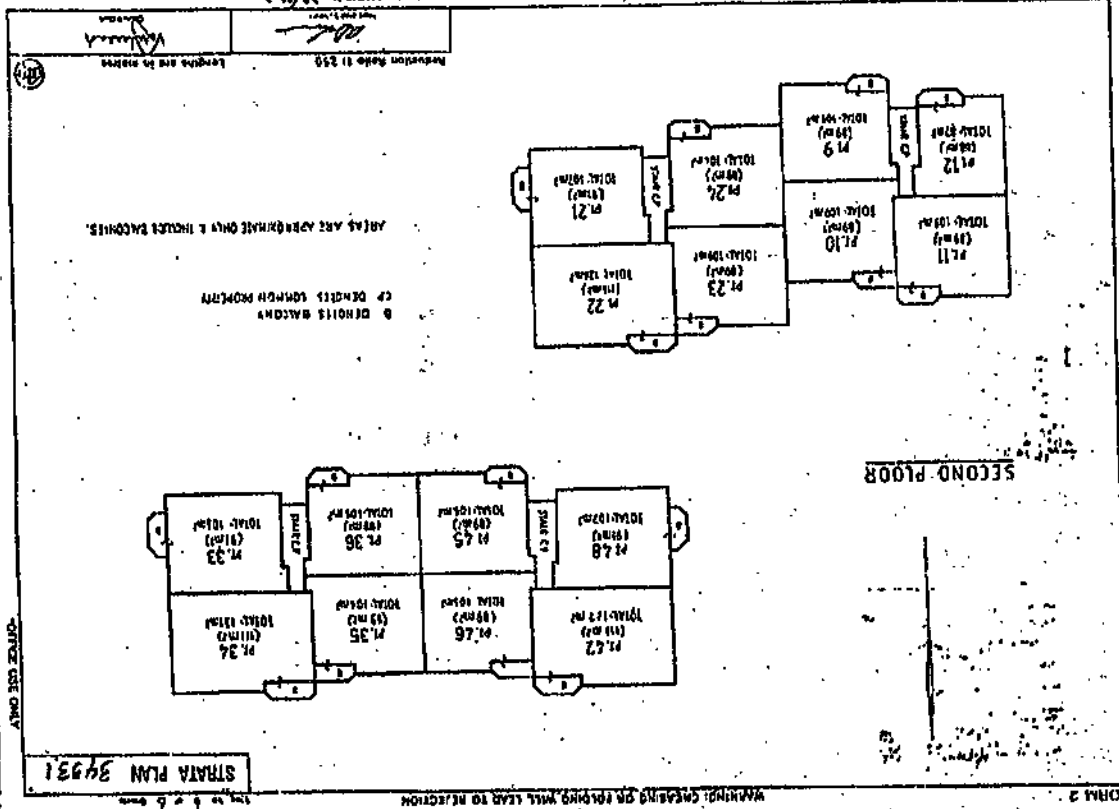
2

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

This register is a photographic study as a convenient record of a document in the custody of the Registrar-General this day. 28th November, 1994



THIS IS NOT A VALID COPY OF THE ORIGINAL PLAN
 ANY CHANGES TO THE ORIGINAL PLAN WILL BE REFLECTED IN THIS COPY



THIS IS NOT A VALID COPY OF THE ORIGINAL PLAN
 ANY CHANGES TO THE ORIGINAL PLAN WILL BE REFLECTED IN THIS COPY



REGISTRY OF LANDS OFFICE NEW SOUTH WALES

Issued pursuant to the Real Property Act, 1900, and certified overleaf

No. B71A

TORRENS TITLE	
IDENTIFICATION	
CP/SP34331	
TERMINAL NO & DATE OF CURRENT CERTIFICATE OF TITLE	
3	12 May 1993

Search certified to:
Date 23 Feb 1994 Time 8.00AM

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 34331 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CHIPPING NORTON
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP270039

FIRST SCHEDULE

THE PROPRIETORS - STRATA PLAN NO. 34331
ADDRESS FOR SERVICE OF NOTICES:
2 & 3 MEAD DRIVE
CHIPPING NORTON 2170

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270039
DP270039 THIS PLAN HAS BEEN REGISTERED PURSUANT TO THE TRANSITIONAL & SAVINGS PROVISIONS OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989
3. ATTENTION IS DIRECTED TO S.8 LAND AGGREGATION TAX MANAGEMENT ACT, 1971
4. EASEMENT(S) AFFECTING THE PART(S) OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY:
 - DP740530 -TO DRAIN SEWAGE 2 WIDE
 - DP740530 -TO DRAIN WATER 4.5 WIDE
 - DP777241 -FOR SERVICES 6 WIDE
 - DP777241 -FOR SERVICES 1 WIDE
 - DP777241 -FOR UNDERGROUND MAINS 1 WIDE
 - DP777241 -RIGHT OF CARRIAGEWAY 6 WIDE
 - DP777241 -TO DRAIN WATER OVER EXISTING LINE OF PIPES
 - DP641427 -RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH
5. EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
 - DP638018 -FOR SERVICES 5 WIDE
 - DP639672 -RIGHT OF FOOTWAY
 - DP777241 -RIGHT OF CARRIAGEWAY 6 WIDE
 - DP777241 -FOR WATERMAIN OVER EXISTING LINE OF PIPES
 - DP641427 -RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH
 - DP641428 -RIGHT OF ACCESS
 - DP641428 -RIGHT OF CARRIAGEWAY
 - DP641428 -FOR SERVICES

END OF PAGE 1 - CONTINUED OVER

cfspin2

23 Feb 1994 B71A

COMPUTER FOLIO SEARCH

REGISTRATION OFFICE
NEW SOUTH WALES

Issued pursuant to the Real Property
Act, 1900, and certified overleaf

TORRENS TITLE
STRATA PLAN

CP/SP34331

ENTRIES No. & DATE OF CURRENT CERTIFICATE OF TITLE

3 12 May 1993

No. B71A

Search certified to:
Date 23 Feb 1994 Time 8.00AM

PAGE 2

SECOND SCHEDULE (CONTINUED)

- DP787291 TO DRAIN SEWAGE 2 WIDE
- DP787291 FOR SERVICES 5 WIDE
- 6. DP740530 RESTRICTION(S) ON THE USE OF LAND
- 7. DP777241 RESTRICTION(S) ON THE USE OF LAND
- 8. DP813198 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11. DP827948 RIGHT OF CARRIAGEWAY 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12. DP827948 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13. DP270039 THE SCHEME IS NOW COMPRISED WITHIN LOT 3 IN DP270039
- 14. DP270039 RIGHT OF CARRIAGEWAY 6 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15. DP270039 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 294)

STRATA PLAN 34331

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

NOTATIONS

UNREGISTERED DEALINGS: NIL

-- END OF SEARCH --

cfspin2

23 Feb 1994 B71A

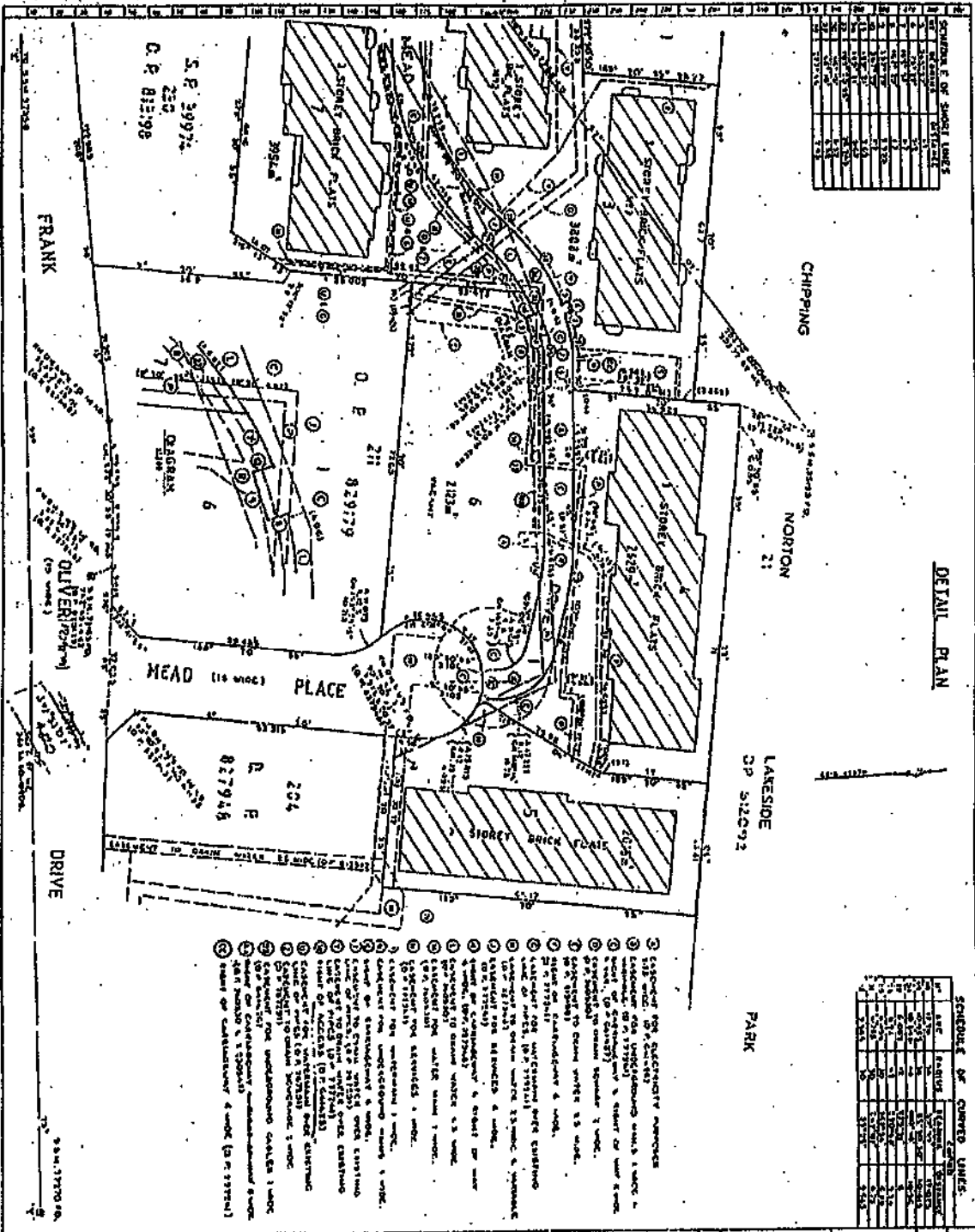
PLAN FORM 3

WARNING: CHANGING CHECK DIALS WILL LEAD TO MISTAKES

SCHEDULE OF SHORT LINES

LINE NO.	LINE TYPE	START	END	LENGTH
1
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3
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DETAIL PLAN



SCHEDULE OF CHANGED UNITS

UNIT NO.	AREA	TYPE	STATUS	REMARKS
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- 1. Subdivide the subject premises into 10 lots.
- 2. Lot 1 shall be 100m wide and 100m deep.
- 3. Lot 2 shall be 100m wide and 100m deep.
- 4. Lot 3 shall be 100m wide and 100m deep.
- 5. Lot 4 shall be 100m wide and 100m deep.
- 6. Lot 5 shall be 100m wide and 100m deep.
- 7. Lot 6 shall be 100m wide and 100m deep.
- 8. Lot 7 shall be 100m wide and 100m deep.
- 9. Lot 8 shall be 100m wide and 100m deep.
- 10. Lot 9 shall be 100m wide and 100m deep.
- 11. Lot 10 shall be 100m wide and 100m deep.
- 12. Lot 11 shall be 100m wide and 100m deep.
- 13. Lot 12 shall be 100m wide and 100m deep.
- 14. Lot 13 shall be 100m wide and 100m deep.
- 15. Lot 14 shall be 100m wide and 100m deep.
- 16. Lot 15 shall be 100m wide and 100m deep.
- 17. Lot 16 shall be 100m wide and 100m deep.
- 18. Lot 17 shall be 100m wide and 100m deep.
- 19. Lot 18 shall be 100m wide and 100m deep.
- 20. Lot 19 shall be 100m wide and 100m deep.
- 21. Lot 20 shall be 100m wide and 100m deep.
- 22. Lot 21 shall be 100m wide and 100m deep.
- 23. Lot 22 shall be 100m wide and 100m deep.
- 24. Lot 23 shall be 100m wide and 100m deep.
- 25. Lot 24 shall be 100m wide and 100m deep.
- 26. Lot 25 shall be 100m wide and 100m deep.
- 27. Lot 26 shall be 100m wide and 100m deep.
- 28. Lot 27 shall be 100m wide and 100m deep.
- 29. Lot 28 shall be 100m wide and 100m deep.
- 30. Lot 29 shall be 100m wide and 100m deep.
- 31. Lot 30 shall be 100m wide and 100m deep.
- 32. Lot 31 shall be 100m wide and 100m deep.
- 33. Lot 32 shall be 100m wide and 100m deep.
- 34. Lot 33 shall be 100m wide and 100m deep.
- 35. Lot 34 shall be 100m wide and 100m deep.
- 36. Lot 35 shall be 100m wide and 100m deep.
- 37. Lot 36 shall be 100m wide and 100m deep.
- 38. Lot 37 shall be 100m wide and 100m deep.
- 39. Lot 38 shall be 100m wide and 100m deep.
- 40. Lot 39 shall be 100m wide and 100m deep.
- 41. Lot 40 shall be 100m wide and 100m deep.
- 42. Lot 41 shall be 100m wide and 100m deep.
- 43. Lot 42 shall be 100m wide and 100m deep.
- 44. Lot 43 shall be 100m wide and 100m deep.
- 45. Lot 44 shall be 100m wide and 100m deep.
- 46. Lot 45 shall be 100m wide and 100m deep.
- 47. Lot 46 shall be 100m wide and 100m deep.
- 48. Lot 47 shall be 100m wide and 100m deep.
- 49. Lot 48 shall be 100m wide and 100m deep.
- 50. Lot 49 shall be 100m wide and 100m deep.
- 51. Lot 50 shall be 100m wide and 100m deep.
- 52. Lot 51 shall be 100m wide and 100m deep.
- 53. Lot 52 shall be 100m wide and 100m deep.
- 54. Lot 53 shall be 100m wide and 100m deep.
- 55. Lot 54 shall be 100m wide and 100m deep.
- 56. Lot 55 shall be 100m wide and 100m deep.
- 57. Lot 56 shall be 100m wide and 100m deep.
- 58. Lot 57 shall be 100m wide and 100m deep.
- 59. Lot 58 shall be 100m wide and 100m deep.
- 60. Lot 59 shall be 100m wide and 100m deep.
- 61. Lot 60 shall be 100m wide and 100m deep.
- 62. Lot 61 shall be 100m wide and 100m deep.
- 63. Lot 62 shall be 100m wide and 100m deep.
- 64. Lot 63 shall be 100m wide and 100m deep.
- 65. Lot 64 shall be 100m wide and 100m deep.
- 66. Lot 65 shall be 100m wide and 100m deep.
- 67. Lot 66 shall be 100m wide and 100m deep.
- 68. Lot 67 shall be 100m wide and 100m deep.
- 69. Lot 68 shall be 100m wide and 100m deep.
- 70. Lot 69 shall be 100m wide and 100m deep.
- 71. Lot 70 shall be 100m wide and 100m deep.
- 72. Lot 71 shall be 100m wide and 100m deep.
- 73. Lot 72 shall be 100m wide and 100m deep.
- 74. Lot 73 shall be 100m wide and 100m deep.
- 75. Lot 74 shall be 100m wide and 100m deep.
- 76. Lot 75 shall be 100m wide and 100m deep.
- 77. Lot 76 shall be 100m wide and 100m deep.
- 78. Lot 77 shall be 100m wide and 100m deep.
- 79. Lot 78 shall be 100m wide and 100m deep.
- 80. Lot 79 shall be 100m wide and 100m deep.
- 81. Lot 80 shall be 100m wide and 100m deep.
- 82. Lot 81 shall be 100m wide and 100m deep.
- 83. Lot 82 shall be 100m wide and 100m deep.
- 84. Lot 83 shall be 100m wide and 100m deep.
- 85. Lot 84 shall be 100m wide and 100m deep.
- 86. Lot 85 shall be 100m wide and 100m deep.
- 87. Lot 86 shall be 100m wide and 100m deep.
- 88. Lot 87 shall be 100m wide and 100m deep.
- 89. Lot 88 shall be 100m wide and 100m deep.
- 90. Lot 89 shall be 100m wide and 100m deep.
- 91. Lot 90 shall be 100m wide and 100m deep.
- 92. Lot 91 shall be 100m wide and 100m deep.
- 93. Lot 92 shall be 100m wide and 100m deep.
- 94. Lot 93 shall be 100m wide and 100m deep.
- 95. Lot 94 shall be 100m wide and 100m deep.
- 96. Lot 95 shall be 100m wide and 100m deep.
- 97. Lot 96 shall be 100m wide and 100m deep.
- 98. Lot 97 shall be 100m wide and 100m deep.
- 99. Lot 98 shall be 100m wide and 100m deep.
- 100. Lot 99 shall be 100m wide and 100m deep.
- 101. Lot 100 shall be 100m wide and 100m deep.

This map is a photograph made as a permanent record of a document in the custody of the Registrar-General this day 14th May 1925



COMMUNITY PLAN
 D. P. 270039
 Registered on 14/5/1925
 Registered on 18/1/1927
 R.V. Burt
 1919/20
 1920/21

Handwritten signature or initials

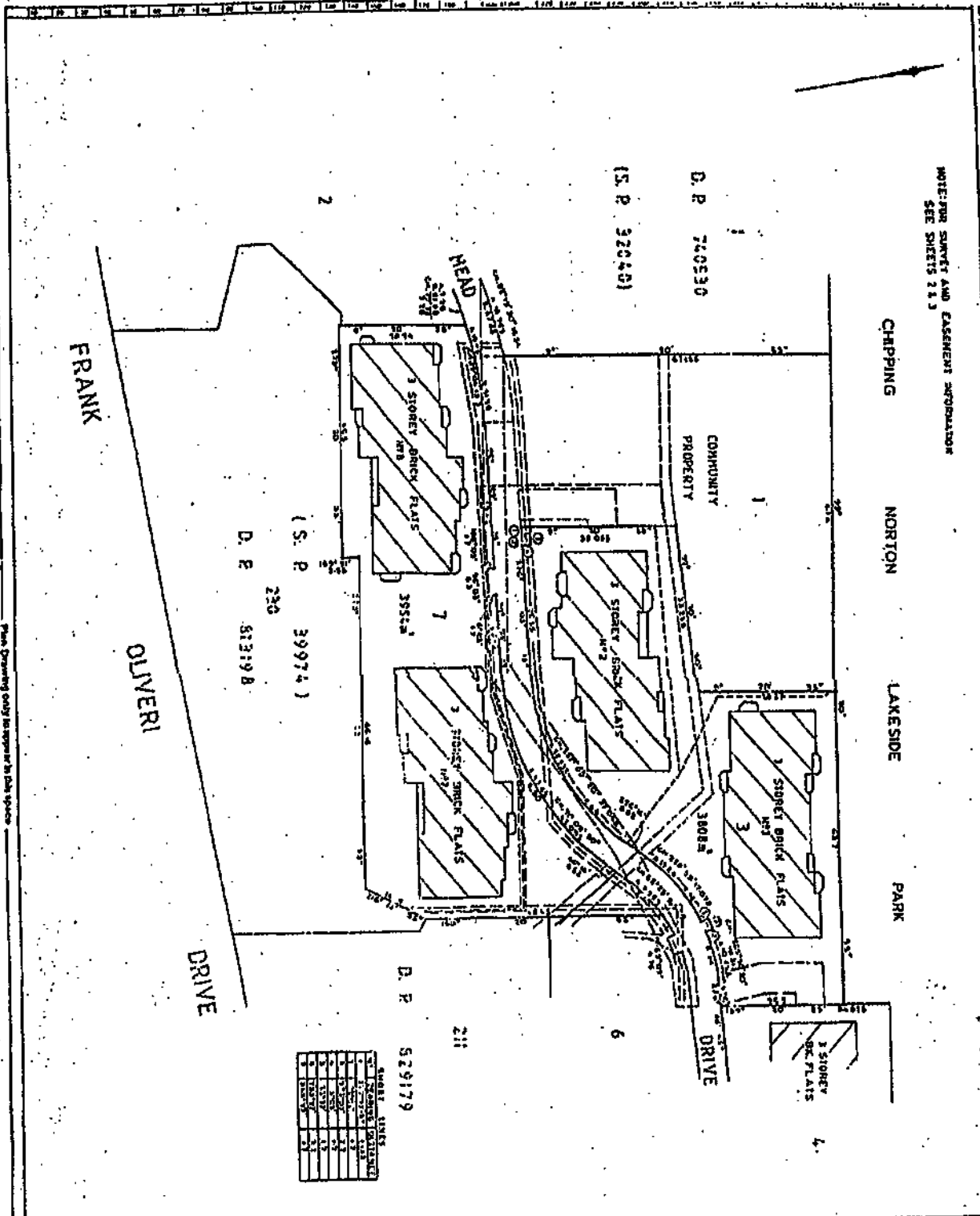
Map No. 100
 1-181 52

PLAN FORM 3

NOTE: FOR SURVEY AND EASEMENT INFORMATION
 SEE SHEETS 2 & 3

WARRANTY CERTIFICATES ON FOLDING WILL LEAD TO SECTION

OFFICE USE ONLY



Plan Drawing only as appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar-General (s/s. 148, 149, 150).



NO.	SHRUBS	TREES
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Proposed Lot 500

9/19/12

211

D.P. 529179

D.P. 519198

(S.P. 39974)

D.P. 230

(S.P. 32020)

D.P. 740530

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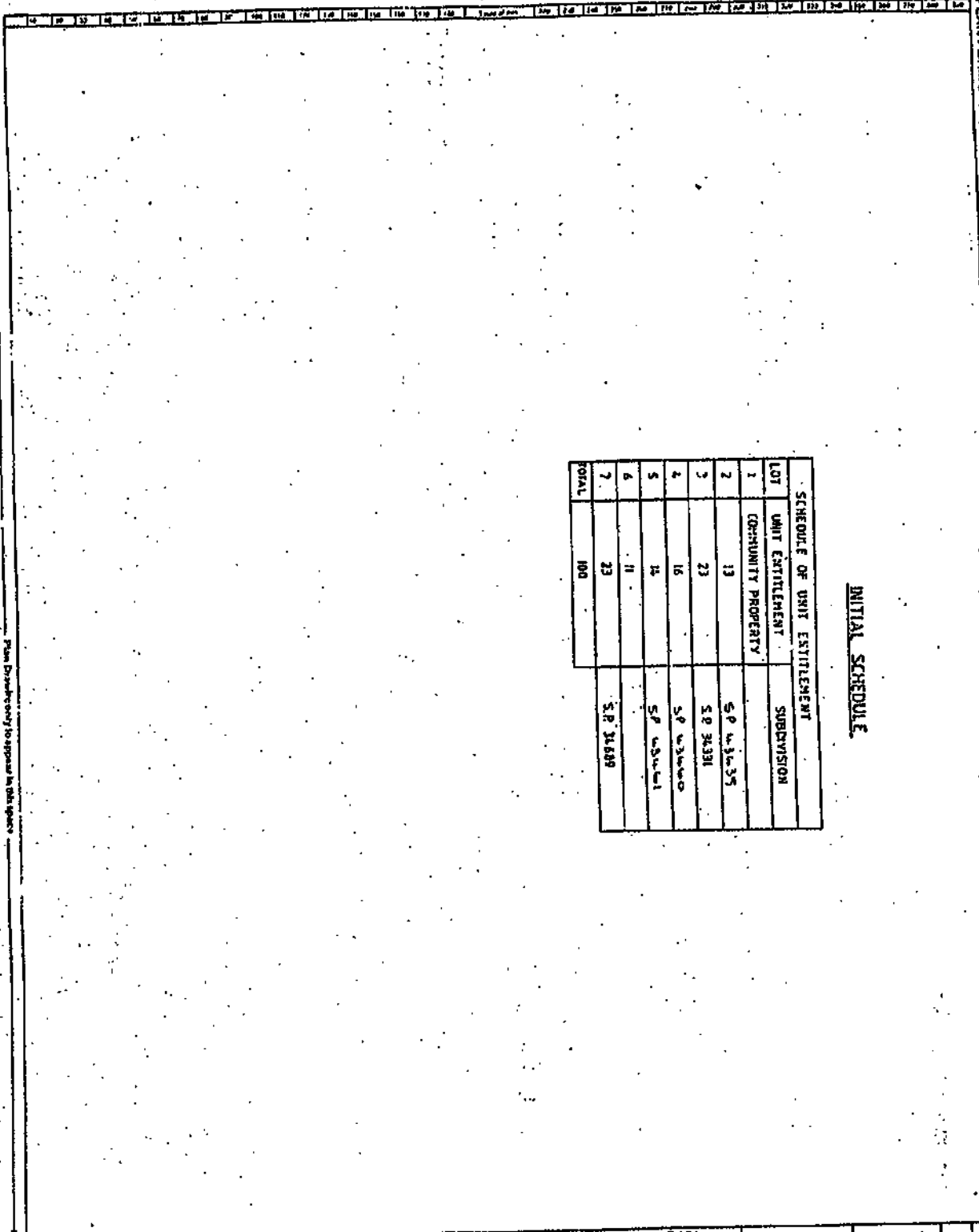
500

PLANFORM 3

WARNING: CHANGING OR REMOVING WILL LEAD TO REJECTION

INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	13	S.P. 316-55
3	23	S.P. 316-31
4	16	S.P. 316-60
5	14	S.P. 316-61
6	11	
7	23	S.P. 316-89
TOTAL	100	



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

This requires a photograph made as a permanent record of a document in the custody of the Registrar General 1989 DM, 14th May 1990

COMMUNITY PLAN
 D.P. 270033

Approved: *[Signature]* 16.5.1993
 Registrar General
 18/1/1993
R. Roberts

[Signature]
 12-2-1998

THIS SCHEDULE SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY PROPERTY ENTITLED TO BE ALIENED AS SET OUT IN THE SCHEDULE. THE SCHEDULE IS REVOCABLE ON THE COMPLETION OF THE SCHEDULE. THE SCHEDULE IS REVOCABLE ON THE COMPLETION OF THE SCHEDULE. THE SCHEDULE IS REVOCABLE ON THE COMPLETION OF THE SCHEDULE.

THE REGISTRAR GENERAL AND HIS OFFICERS ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS SCHEDULE. THE REGISTRAR GENERAL AND HIS OFFICERS ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS SCHEDULE. THE REGISTRAR GENERAL AND HIS OFFICERS ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS SCHEDULE.

9-1975 52

"H"

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

<p>INVESTIGATOR Name: <i>Li Hong Kai</i> Date: <i>14 Dec 1994</i> Signature: <i>Li Hong Kai</i></p>	<p>PLAN OF SUBDIVISION DP 777241 LIVERPOOL CITY HILLSWORTH QUARTERS CUMBERLAND</p>	<p>STRATA PLAN 34689 Proposed: <i>11-9-94</i> SA: 1/40 PARTS OF 6-18-1988 Purpose: STRATA PLAN Ref: U9149-6 Lot No: DR 787291</p>
<p>Specs, not all shown, of building to be erected as shown</p> <p>This is the Annex marked "H" in the affidavit of Li Hong Kai dated 14 December 1994 <i>Li Hong Kai</i> FOR LOCATION PLAN SEE SHEET 2</p> <p>Plan Drawing only to appear in this space</p>		

Plan Drawing only to appear in this space

This envelope is a photograph made as a permanent record of a document in the custody of the Registrar-General this day. 13th Aug. 1990

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 4

<p>LOCATION PLAN</p>		<p>STRATA PLAN DP 34689</p>
<p>DP 777241 DP 34331 DP 740530 DP 787291</p> <p>REDUCED BRICK RESIDENTIAL FLAT BUILDING NO 2 REDUCED BRICK RESIDENTIAL FLAT BUILDING NO 3</p> <p>HEAD DRIVE DRIVE DRIVE</p> <p>Reduction Ratio: 400 Lengths are in metres</p> <p>39/02-2-24 20</p>		

OFFICE USE ONLY

This envelope is a photograph made as a permanent record of a document in the custody of the Registrar-General this day. 13th Aug. 1990



REGISTERED FOLIO SEARCH

LAND TITLES OFFICE
NEW SOUTH WALES

Issued pursuant to the Real Property Act, 1900, and certified overleaf

TORRENS TITLE

No. B71A

CP/SP34689	
SEARCHED IN A TABLE OF CURRENT CERTIFICATES OF TITLE	
3	12 May 1993

Search certified to:
Date 23 Feb 1994 Time 8.00AM

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 34689 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CHIPPING NORTON
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY. COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP270039

FIRST SCHEDULE

THE PROPRIETORS - STRATA PLAN NO. 34689
ADDRESS FOR SERVICE OF NOTICES:
7 & 8 MEAD DRIVE
CHIPPING NORTON 2170

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270039
DP270039 THIS PLAN HAS BEEN REGISTERED PURSUANT TO THE TRANSITIONAL & SAVINGS PROVISIONS OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989
3. EASEMENT(S) AFFECTING THE PART(S) OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY:
 - DP740530 -RIGHT OF CARRIAGEWAY 6 WIDE
 - DP740530 -FOR WATER MAIN 1 WIDE
 - DP740530 -TO DRAIN WATER 4.5 WIDE
 - DP777241 -FOR WATERMAIN OVER EXISTING LINE OF PIPES
 - DP641427 RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH
 - DP641427 RIGHT OF WAY 6 WIDE AND VARIABLE WIDTH
 - X230547 RIGHT OF WAY
 - DP787291 -TO DRAIN SEWAGE 2 WIDE
 - DP787291 -FOR WATERMAIN OVER EXISTING LINE OF PIPES
 - DP777241 -FOR UNDERGROUND MAINS 1 WIDE
4. EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
 - DP638018 -FOR SERVICES 5 WIDE
 - DP639672 RIGHT OF FOOTWAY
 - DP777241 -FOR SERVICES 6 WIDE
 - DP777241 -FOR SERVICES 1 WIDE
 - DP777241 -TO DRAIN WATER OVER EXISTING LINE OF PIPES
 - DP641427 RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH
 - DP641428 RIGHT FOR ACCESS
 - DP641428 RIGHT OF CARRIAGEWAY

END OF PAGE 1 - CONTINUED OVER

cfspin2

23 Feb 1994 B71A

COMPUTER FOLIO SEARCH

LAND TITLES OFFICE
NEW SOUTH WALES

Issued pursuant to the Real Property Act, 1900, and certified overleaf

TORRENS TITLE
FOURTH EDITION



No. B71A

Search certified to:
Date 23 Feb 1994 Time 8.00AM

CP/SP34689	
LOTION NO & DATE OF CURRENT EDITION OF TITLE	
3	12 May 1993

PAGE 2

SECOND SCHEDULE (CONTINUED)

- DP641428 RIGHT OF WAY
- DP641428 FOR SERVICES
- DP787291 -TO DRAIN SEWAGE 2 WIDE
- DP787291 -TO DRAIN WATER OVER EXISTING LINE OF PIPES
- DP787291 -TO DRAIN SEWAGE OVER EXISTING LINE OF PIPES
- DP787291 -FOR WATERMAIN OVER EXISTING LINE OF PIPES
- DP787291 -FOR SERVICES 5 WIDE
- 5. DP740530 RESTRICTION(S) ON THE USE OF LAND
- 6. DP777241 RESTRICTION(S) ON THE USE OF LAND
- 7. DP813198 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED ON DP813198
- 8. DP813198 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED.
- 9. DP813198 RESTRICTION(S) ON THE USE OF LAND
- 10. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12. DP827948 RIGHT OF CARRIAGEWAY 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13. DP827948 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14. DP270039 THE SCHEME IS NOW COMPRISED WITHIN LOT 7 IN DP270039
- 15. DP270039 EASEMENT FOR WATERMAIN 1 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16. DP270039 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 300)

STRATA PLAN 34689

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

END OF PAGE 2 - CONTINUED OVER

cfspin2

23 Feb 1994 B71A

COMPUTER FOLIO SEARCH

Issued pursuant to the Real Property
Act, 1900, and certified overleaf

TORRENS TITLE
TORRENS NUMBER

CP/SP34689	
EDITION No & DATE OF CURRENT CERTIFICATE OF TITLE	
3	12 May 1993



No. B71A

Search certified to:
Date 23 Feb 1994 Time 8.00AM

PAGE 3

NOTATIONS

UNREGISTERED DEALINGS: NIL

-- END OF SEARCH --

cfspin2

23 Feb 1994 B71A

D.L.L.
 14 December 1994

This is the Amended method "K" in the affidavit of Li Hong Kai

SECTION OF UNIT ENVIRONMENT	ACC
24	17
23	16
22	15
21	14
20	13
19	12
18	11
17	10
16	9
15	8
14	7
13	6
12	5
11	4
10	3
9	2
8	1
7	0
6	0
5	0
4	0
3	0
2	0
1	0

SECTION OF UNIT ENVIRONMENT	ACC
24	17
23	16
22	15
21	14
20	13
19	12
18	11
17	10
16	9
15	8
14	7
13	6
12	5
11	4
10	3
9	2
8	1
7	0
6	0
5	0
4	0
3	0
2	0
1	0

SIRATA PLAN 39974

WARNING: CHANGING OR FOLIOING WILL LEAD TO REJECTION

Plan Drawing only to appear in this space

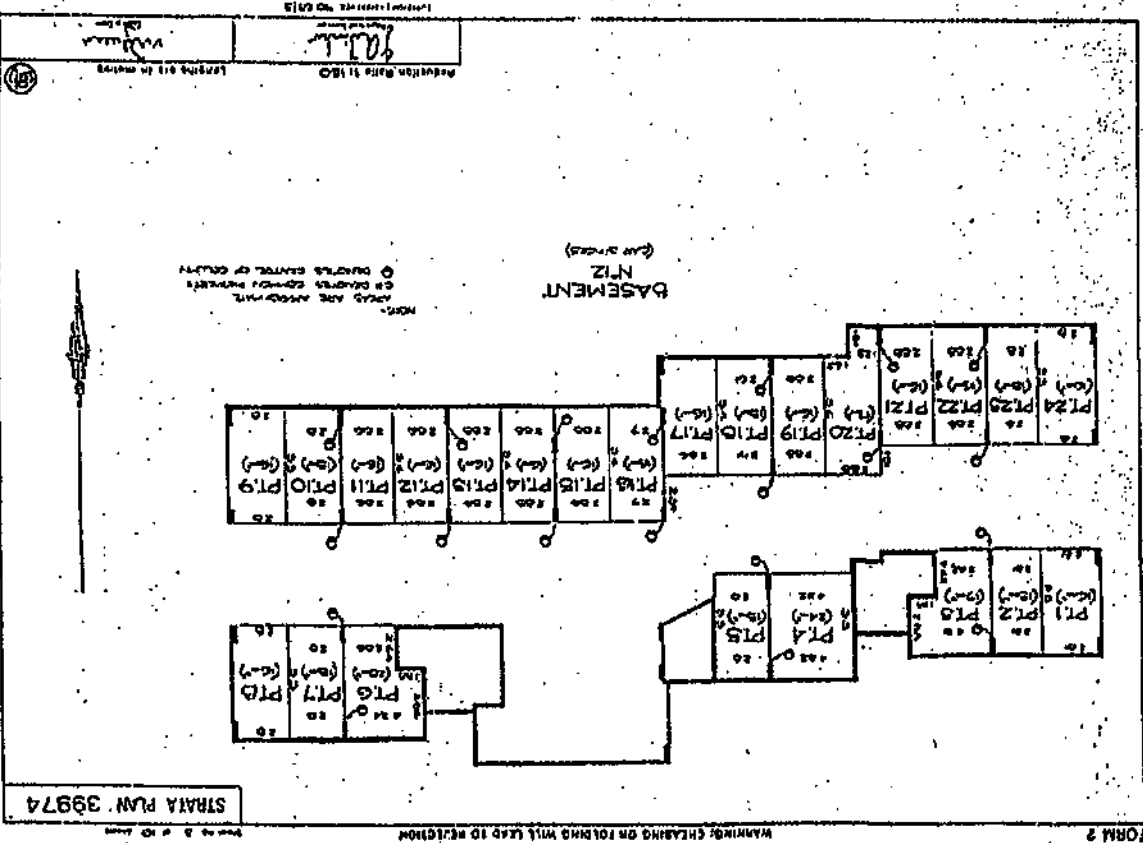
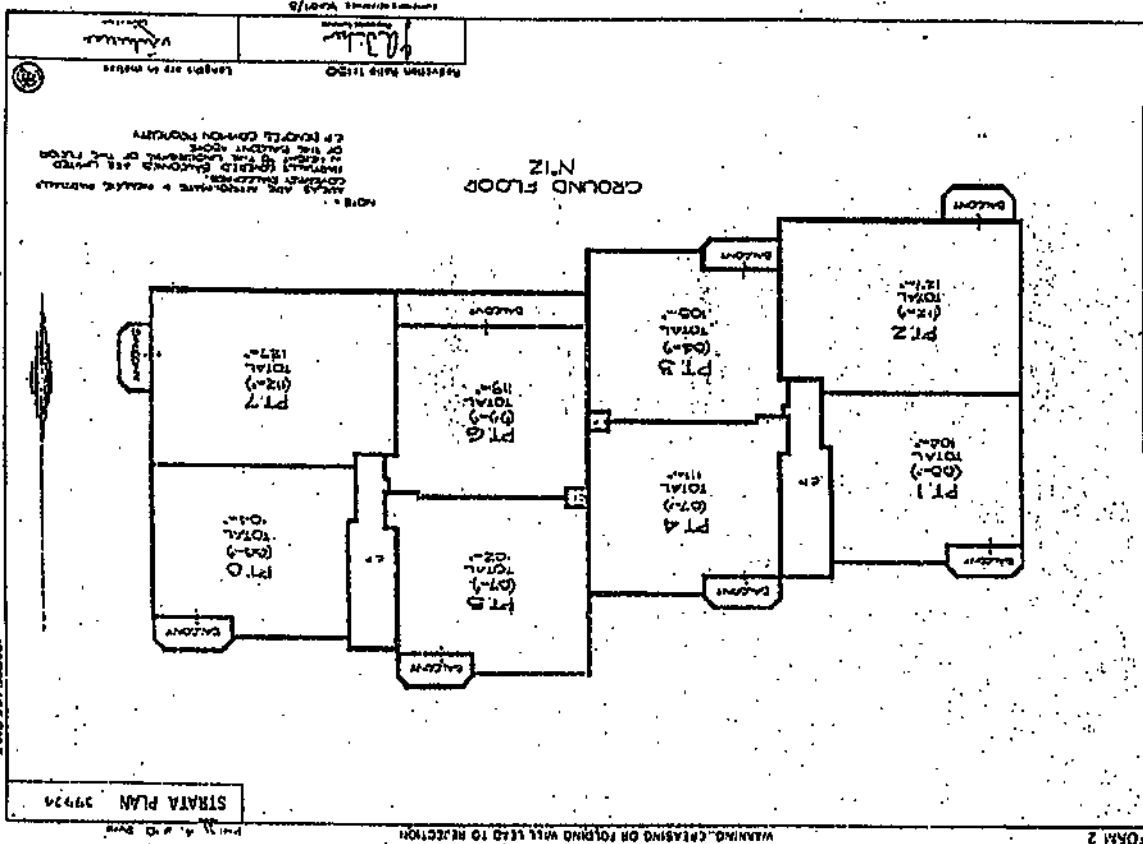
Plan Drawing only to appear in this space

WARNING: CHANGING OR FOLIOING WILL LEAD TO REJECTION

This register is a gazette notice and is a permanent record of a document in the custody of the Registrar-General (NSW) 21st November, 1971.

This drawing only to appear in this space.

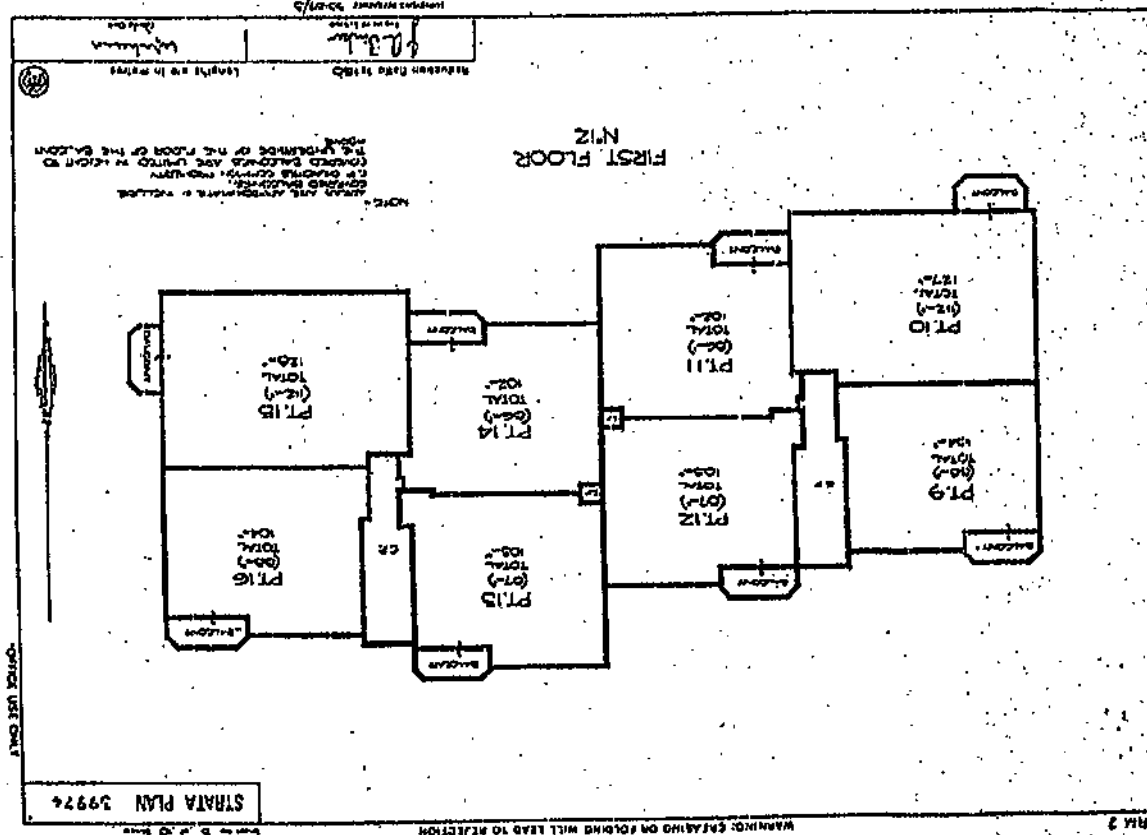
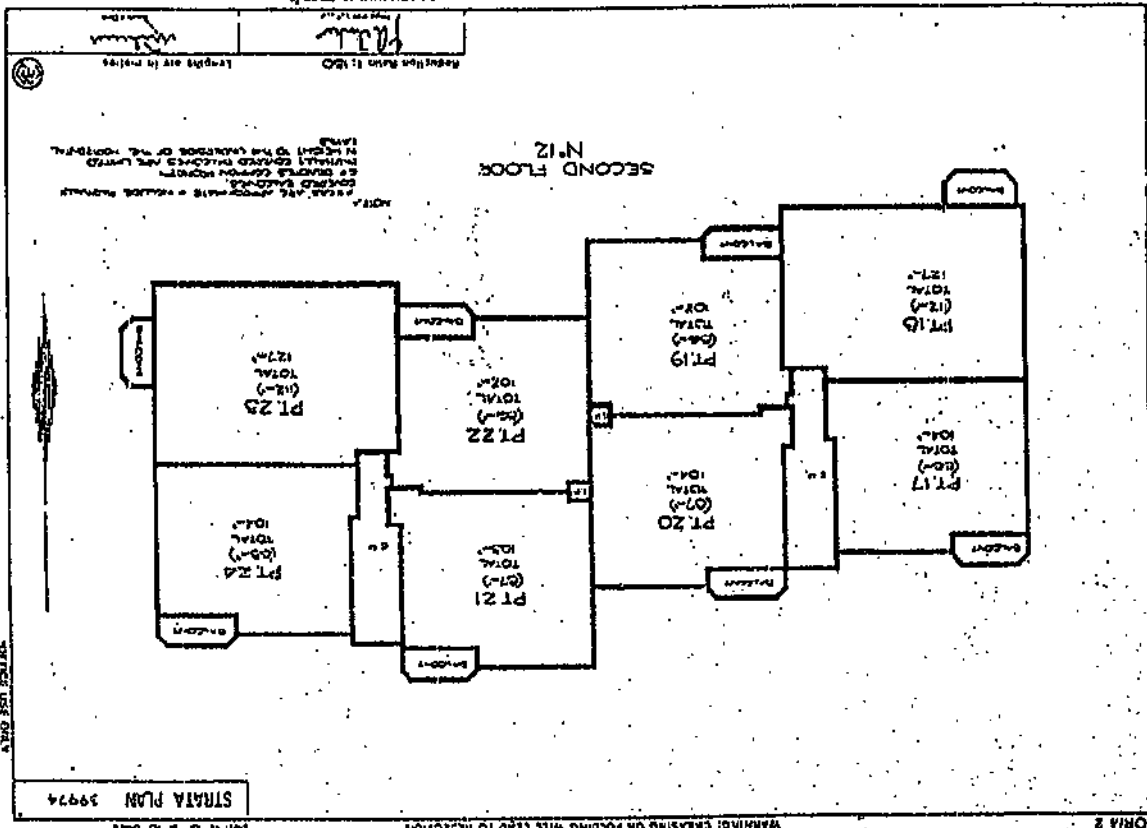
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10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

This requires to a photostatic made as a reproduction
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 Registrar General 1988 Act, 31st November, 1994

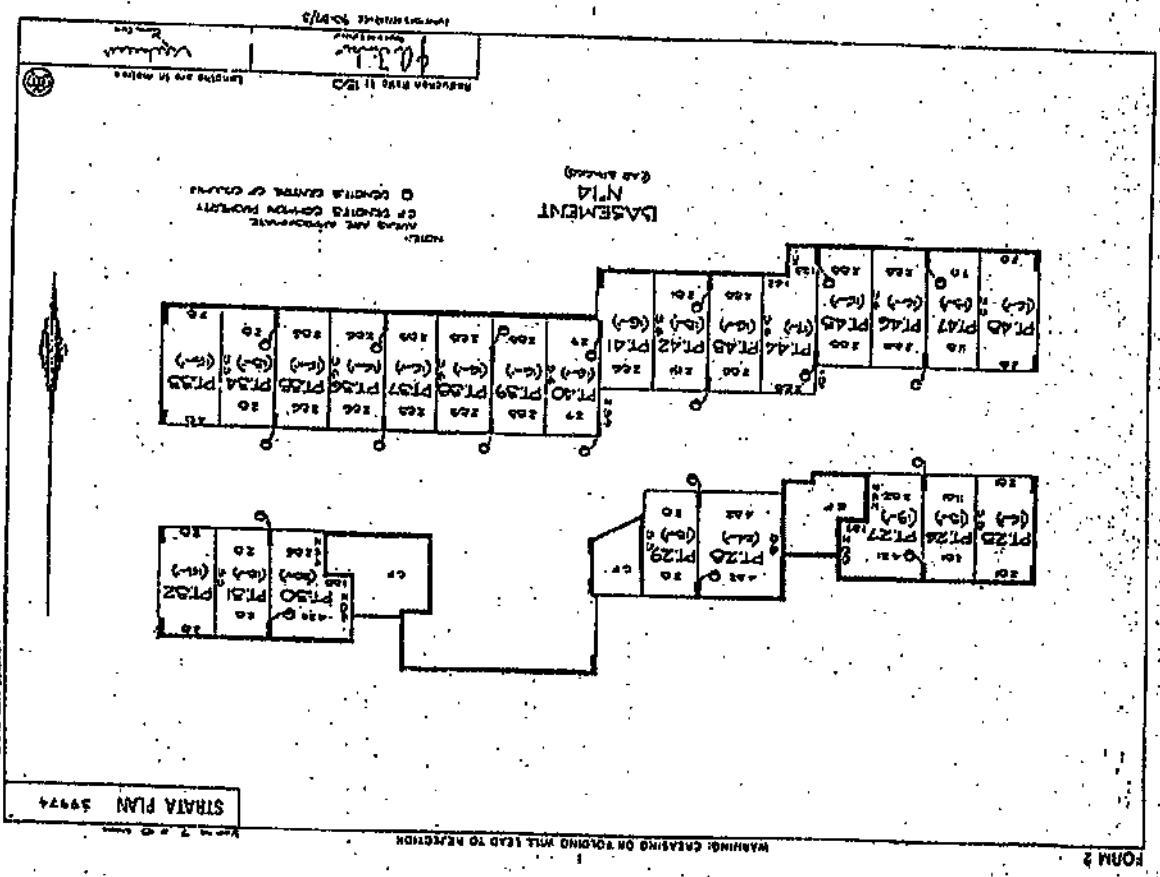
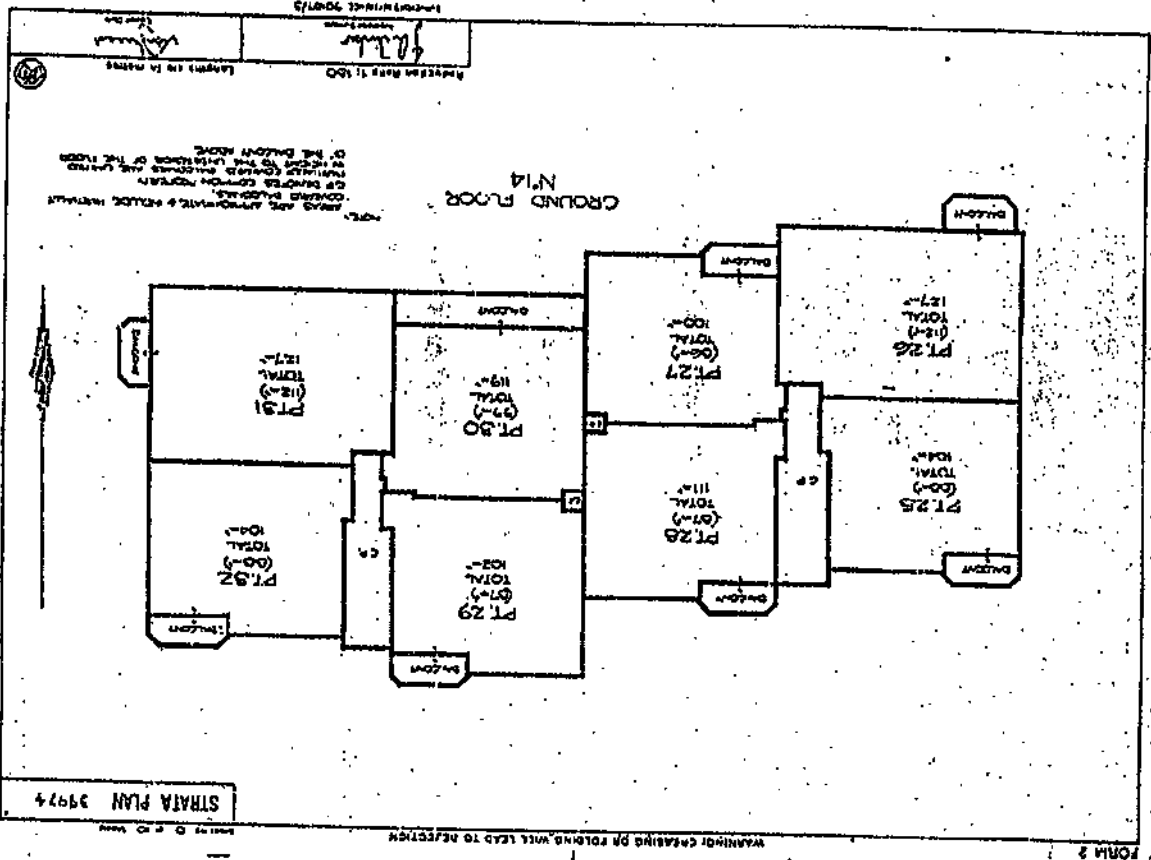
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10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

This register is a publication made as a Government record of a document in the custody of the Registrar-General 2nd c/s, 31st November, 1991

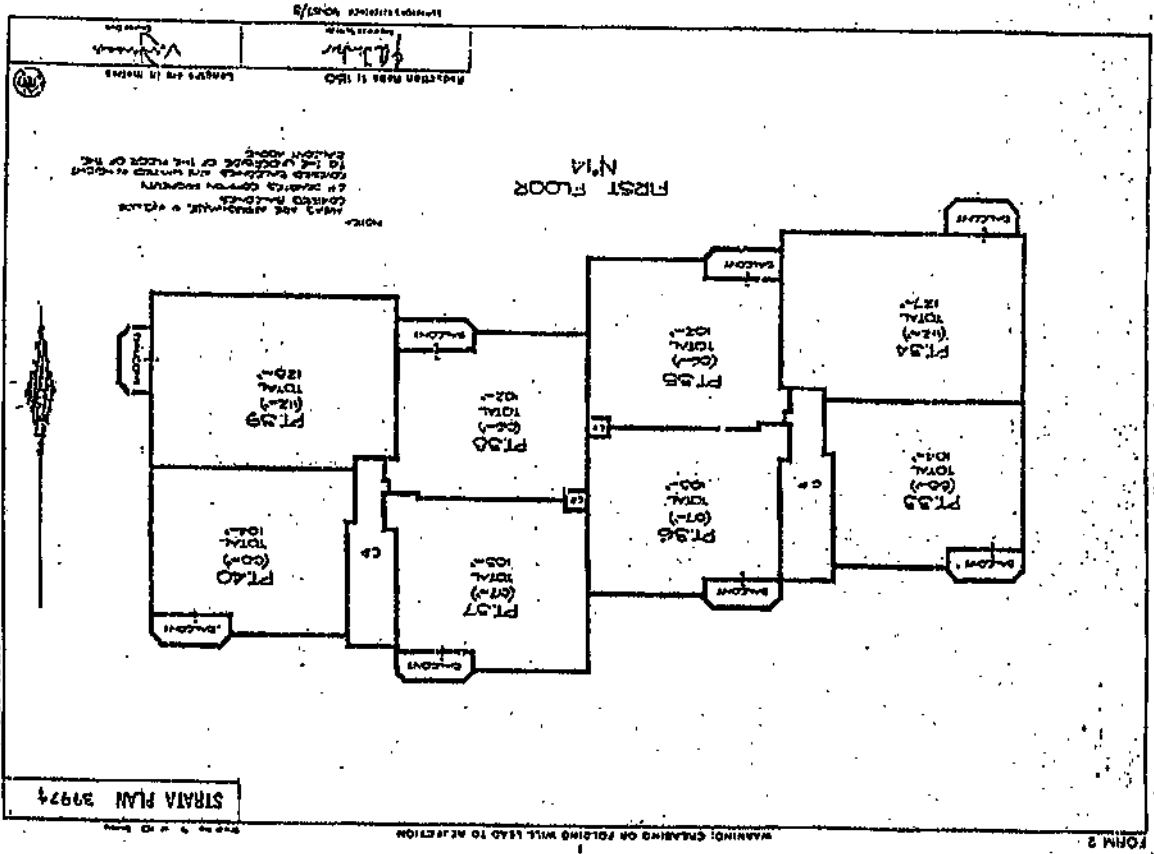
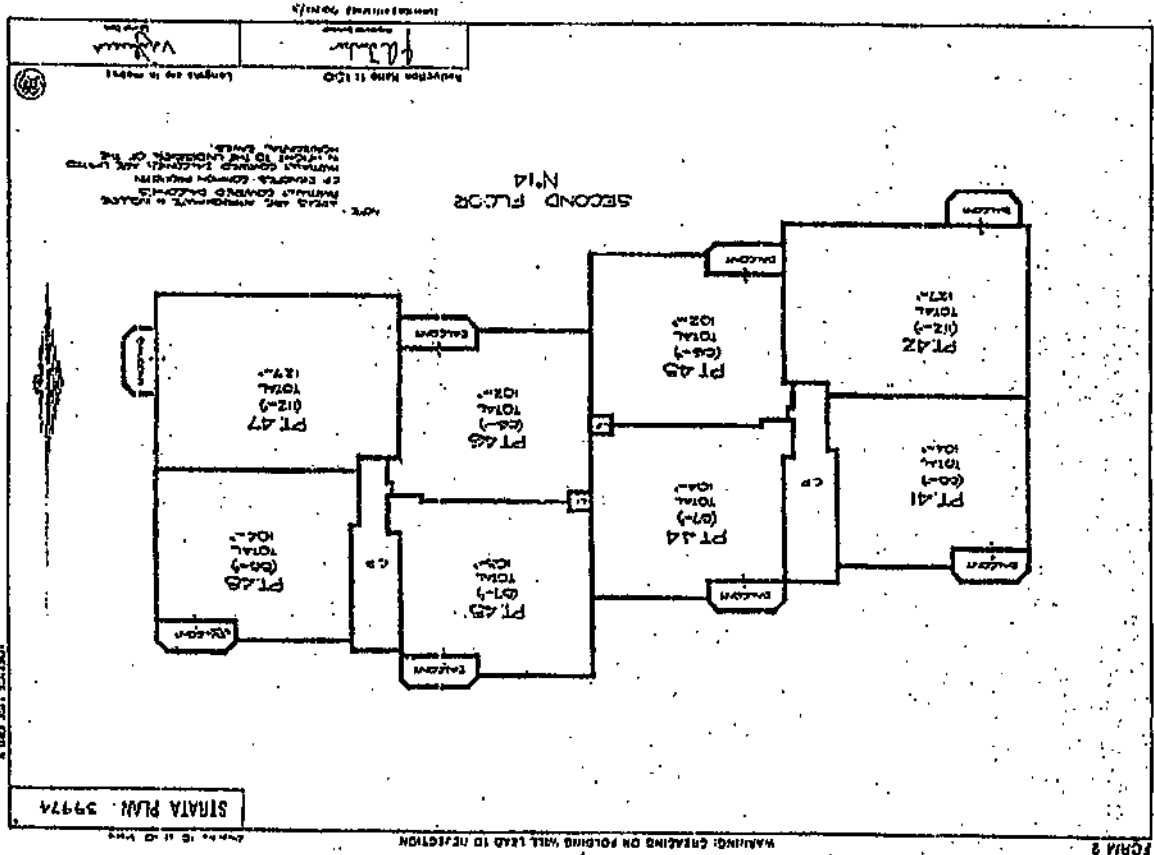
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10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200

This negative is a photograph made as a permanent record of a document in the custody of the Registrar-General this day, 21st November, 1991.





1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

This register is a statutory record of a document
 covered by a document in the custody of the
 Registrar-General and is, 5th December, 1981



Act, 1900, and certified-overleaf

No. B71A

CP/SP39974	
FEDERN No. & DATE OF CURRENT CERTIFICATE OF TITLE	
1	5 Nov 1991

Search certified to:
Date 23 Feb 1994 Time 8.00AM

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 39974 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CHIPPING NORTON
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND.
TITLE DIAGRAM: SHEET 1 SP39974

FIRST SCHEDULE

THE PROPRIETORS - STRATA PLAN NO. 39974
ADDRESS FOR SERVICE OF NOTICES:
12-14 FRANK OLIVERI DRIVE
CHIPPING NORTON 2170

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. ATTENTION IS DIRECTED TO S.8 LAND AGGREGATION TAX MANAGEMENT ACT, 1971
3. EASEMENT(S) AFFECTING THE PART(S) OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY:
 - DP740530 EASEMENT FOR WATER MAIN 1 WIDE
 - DP740530 EASEMENT FOR SERVICES 5 WIDE
 - DP740530 EASEMENT TO DRAIN SEWAGE 2 WIDE
 - DP777241 EASEMENT FOR WATER MAIN OVER EXISTING LINE OF PIPES
 - DP787291 EASEMENT TO DRAIN SEWAGE 2 WIDE
 - DP787291 EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPES
 - DP787291 EASEMENT FOR WATERMAIN OVER EXISTING LINE OF PIPES
 - DP787291 EASEMENT FOR SERVICES 5 WIDE
 - DP813198 EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE
 - DP813198 EASEMENT TO DRAIN WATER 2.5 WIDE
4. EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
 - DP638018 EASEMENT FOR SERVICES 5 WIDE
 - DP639672 RIGHT OF FOOTWAY
 - DP777241 EASEMENT FOR SERVICES 6 WIDE
 - DP777241 EASEMENT FOR SERVICES 1 WIDE
 - DP777241 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES
 - DP641427 RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH
 - DP641428 RIGHT FOR ACCESS

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23 Feb 1994 B71A

Issued pursuant to the Real Property Act, 1900, and certified overleaf



No. B71A

Search certified to:
Date 23 Feb 1994 Time 8.00AM

CP/SP39974	
1	5 Nov 1991

PAGE 2

SECOND SCHEDULE (CONTINUED)

- DP641428 RIGHT OF CARRIAGEWAY
- DP641428 RIGHT OF WAY
- DP641428 EASEMENT FOR SERVICES
- DP787291 EASEMENT FOR WATERMAIN OVER EXISTING LINE OF PIPES
- DP813198 EASEMENT TO DRAIN WATER 2.5 WIDE
- 5. DP740530 RESTRICTION(S) ON THE USE OF LAND
- 6. DP777241 RESTRICTION(S) ON THE USE OF LAND
- 7. DP813198 RESTRICTION(S) ON THE USE OF LAND
- * 8. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED.

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 39974

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

NOTATIONS

UNREGISTERED DEALINGS: NIL

-- END OF SEARCH --

cfspin2

23 Feb 1994 B71A

"M"

PLAN FORM 2

1. IDENTIFICATION
 Name of the Applicant: *Li Hong Kiu*
 Name of the Land: *MEAD (HUND) PLACE*
 Name of the Land: *CLYDE DRIVE*

2. DESCRIPTION OF THE LAND
 The land is situated in the Parish of *CLYDE* County of *CLYDE* State of *NEW SOUTH WALES* and is bounded by *FRANK DRIVE* to the north, *CLYDE DRIVE* to the east, and *MEAD (HUND) PLACE* to the south.

3. DETAILS OF THE LAND

Lot No.	Area (sq m)	Area (sq ft)	Area (acres)
201	1,200	27,678	0.29
202	1,200	27,678	0.29
203	1,200	27,678	0.29
204	1,200	27,678	0.29
205	1,200	27,678	0.29

4. DETAILS OF THE APPLICANT

Name	Address	Occupation
<i>Li Hong Kiu</i>	<i>123 Main St, Sydney</i>	<i>Businessman</i>

5. DETAILS OF THE TRANSACTION

Date	Particulars
<i>14 Dec 1994</i>	<i>Application for registration of a mortgage</i>

6. DETAILS OF THE INSTRUMENT

No.	Date	Description
<i>1</i>	<i>14 Dec 1994</i>	<i>Application for registration of a mortgage</i>

7. DETAILS OF THE INSTRUMENT

The instrument is a mortgage of the land described in Part 3 of this form to the applicant named in Part 4 of this form.

8. DETAILS OF THE INSTRUMENT

The instrument is a mortgage of the land described in Part 3 of this form to the applicant named in Part 4 of this form.

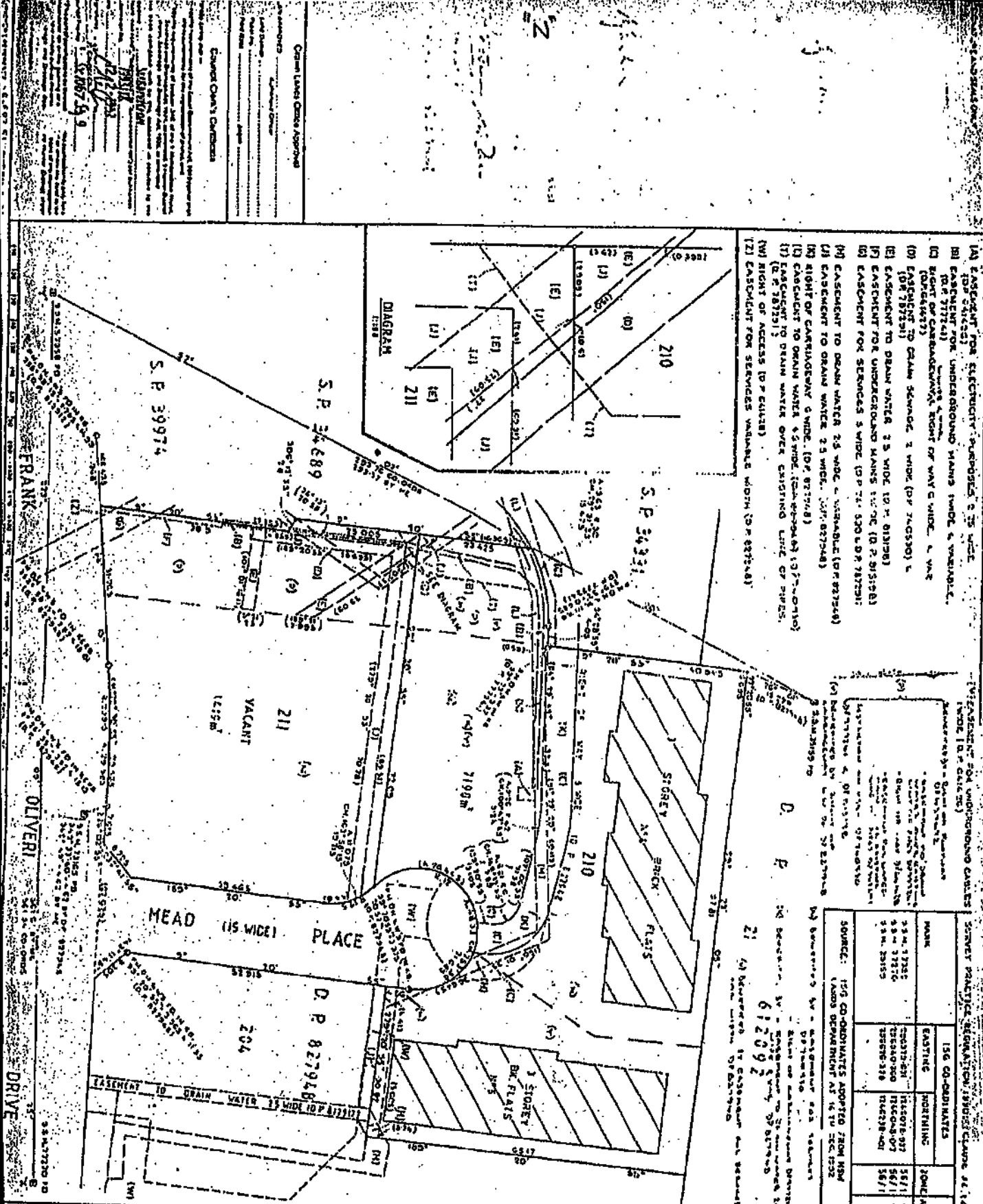
9. DETAILS OF THE INSTRUMENT

The instrument is a mortgage of the land described in Part 3 of this form to the applicant named in Part 4 of this form.

10. DETAILS OF THE INSTRUMENT

The instrument is a mortgage of the land described in Part 3 of this form to the applicant named in Part 4 of this form.

This is the Amvure marked "M" as the affidavit of Li Hong Kiu sworn 14-December 1994



- (A) EASEMENT FOR STRUCTURE PARALLEL 2.5 WIDE (DP 82792)
- (B) EASEMENT FOR UNDERGROUND MAINS 1 WIDE & VARIABLE (DP 82792)
- (C) RIGHT OF CARAVANWAY, RIGHT OF WAY 4 WIDE, & VAC (DP 82792)
- (D) EASEMENT TO GRASS 5 WIDE (DP 82792) & (DP 82792)
- (E) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 82792)
- (F) EASEMENT FOR UNDERGROUND MAINS 1 WIDE (DP 82792)
- (G) EASEMENT FOR SERVICES 5 WIDE (DP 82792)
- (H) EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE (DP 82792)
- (I) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 82792)
- (J) RIGHT OF CARAVANWAY 4 WIDE (DP 82792)
- (K) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 82792)
- (L) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 82792)
- (M) RIGHT OF ACCESS (DP 82792)
- (N) RIGHT OF ACCESS (DP 82792)
- (O) EASEMENT FOR SERVICES VARIABLE WIDTH (DP 82792)

156 CO-ORDINATES
 EASTING
 NORTHING
 ZONE
 NAME
 55-1725E
 55-1725N
 55M
 55M
 55M

NAME	EASTING	NORTHING	ZONE	ACC
55-1725E	225310.00	115000.00	55M	2
55-1725N	225310.00	115000.00	55M	2
55M	225310.00	115000.00	55M	2

SOURCE: 156 CO-ORDINATES ADAPTED FROM NSW LAND INFORMATION SYSTEM AT 1:250 000

612092
 PLAN OF SUBDIVISION OF
 LOTS 202 & 203
 D.P. 82792

This is the Amended marked 'N' as the affidavit of Li Hong Kai sworn 14 December 1994
 Duhi

DP 829179
 55/193
 CA 1993/10 of 12-1-1993
 Section Townships
 Parish
 County
 State
 156 CO-ORDINATES
 EASTING
 NORTHING
 ZONE
 NAME
 55-1725E
 55-1725N
 55M
 55M
 55M

ROBERT WILLIAM BARRETT
 OF LICHT LAMER & CO. FORENSIC SURVEYORS
 11/11/93

LAND TITLES OFFICE
NEW SOUTH WALES
COMMUNITY PROPERTY FOLIO SEARCH

Issued pursuant to the Real Property Act, 1900, and certified overleaf



No. B71A
Search certified to:
Date: 23. 2. 1994 Time 8.00AM

TORRENS TITLE	
1/270039	
CERTIFYING No & DATE OF CURRENT CERTIFICATE OF TITLE	
1	12. 5. 1993

This is the Annexure marked "O" in the affidavit of Li Hong Kai sworn 14 December 1994 D.L.K.

LAND
THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270039
AT CHIPPING NORTON
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP270039

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270039
ADDRESS FOR SERVICE OF NOTICES: ALLIANCE STRATA MANAGEMENT
PRIVATE BAG NO.2 BONDI JUNCTION 2022

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
3. DP740530 RIGHT OF CARRIAGEWAY 6 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
4. DP740530 EASEMENT FOR WATERMAIN 1 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
5. DP740530 EASEMENT TO DRAIN SEWAGE 2 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
6. DP740530 EASEMENT FOR UNDERGROUND MAINS 1 WIDE & VARIABLE WIDTH AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
7. DP740530 EASEMENT TO DRAIN WATER 4.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
8. DP740530 EASEMENT FOR SERVICES APPURTENANT TO THE PART FORMERLY IN 20/612092
9. DP740530 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART FORMERLY IN 232/813198, 21/777241, 23/787291 & 231/813198
10. DP777241 EASEMENT FOR UNDERGROUND MAINS 1 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
11. DP777241 RIGHT OF CARRIAGEWAY 6 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
12. DP777241 EASEMENT FOR WATERMAIN OVER EXISTING LINE OF PIPES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
13. DP777241 EASEMENT FOR SERVICES 1 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

RGD4

23. 2. 1994 B71A



CONVEYANCE FOLIO SEARCH

Issued pursuant to the Real Property Act, 1900, and certified overleaf

No. B71A

Search certified to:
Date 23. 2.1994 Time 8.00AM

TORRENS TITLE	
1/270039	
TERMINUS & DATE OF CURRENT FIDUCIARY OF TITLE	
1	12. 5.1993

PAGE 2

SECOND SCHEDULE (CONTINUED)

- 14. DP777241 EASEMENT FOR SERVICES 6 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15. DP777241 EASEMENT FOR SERVICES 6 WIDE APPURTENANT TO THE PART FORMERLY IN 232/813198, 23/787291 & 210/829179
- 16. DP777241 EASEMENT FOR SERVICES 1 WIDE APPURTENANT TO THE PART FORMERLY IN 232/813198, 23/787291 & 210/829179
- 17. DP777241 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES APPURTENANT TO THE PART FORMERLY IN 232/813198, 23/787291 & 231/813198
- 18. DP777241 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART FORMERLY IN 232/813198, 21/777241, 23/787291 & 231/813198
- 19. DP777241 RIGHT OF CARRIAGEWAY 6 WIDE APPURTENANT TO THE PART FORMERLY IN 21/777241 & 210/829179
- 20. DP777241 EASEMENT FOR WATERMAIN OVER EXISTING LINE OF PIPES APPURTENANT TO THE PART FORMERLY IN 21/777241
- 21. DP641427 RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE WIDTH AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22. DP641427 RIGHT OF WAY 6 WIDE & VARIABLE WIDTH AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 23. DP641427 RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 24. X230547 RIGHT OF WAY AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25. DP787291 EASEMENT FOR WATERMAIN OVER EXISTING LINE OF PIPES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 26. DP787291 EASEMENT FOR WATERMAIN OVER EXISTING LINE OF PIPES APPURTENANT TO THE PART FORMERLY IN 232/813198, 23/787291 & 231/813198
- 27. DP638018 EASEMENT FOR SERVICES 5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 28. DP787291 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES APPURTENANT TO THE PART FORMERLY IN 23/787291
- 29. DP787291 EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPES APPURTENANT TO THE PART FORMERLY IN 23/787291
- 30. DP787291 EASEMENT TO DRAIN SEWAGE 2 WIDE APPURTENANT TO THE PART FORMERLY IN 21/777241 & 23/787291
- 31. DP787291 EASEMENT FOR SERVICES 5 WIDE APPURTENANT TO THE PART FORMERLY IN 21/777241 & 23/787291
- 32. DP639672 RIGHT OF FOOTWAY APPURTENANT TO THE PART FORMERLY IN 232/813198, 21/777241, 23/787291 & 231/813198

END OF PAGE 2 - CONTINUED OVER

RGD4

23. 2.1994 B71A

* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITIONS OF THE CERTIFICATE OF TITLE
WARNING: THE INFORMATION APPEARING UNDER SOLUTIONS HAS NOT BEEN FORMALLY RECORDED BY THE REGISTER



COMPUTER FOLIO SEARCH

LAND TITLES OFFICE
NEW SOUTH WALESIssued pursuant to the Real Property
Act, 1900, and certified overleaf

TORRENS TITLE

IMPROVEMENT

1/270039

SERIAL NO & DATE OF CURRENT CERTIFICATE OF TITLE

1

12. 5.1993

No. B71A

Search certified to:

Date 23. 2.1994 Time 8.00AM

PAGE 3

SECOND SCHEDULE (CONTINUED)

33. DP641428 RIGHT OF ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
34. DP641428 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
35. DP641428 RIGHT OF WAY APPURTENANT TO THE PART FORMERLY IN 232/813198, 23/787291 & 231/813198
36. DP641428 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
37. DP813198 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART FORMERLY IN 232/813198, 23/787291 & 231/813198
38. DP813198 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE PART FORMERLY IN 21/777241 & 23/787291
39. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
40. DP827948 RIGHT OF CARRIAGEWAY 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
41. DP827948 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
42. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE PART FORMERLY IN 21/777241 & 23/787291
43. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
44. DP827948 RIGHT OF CARRIAGEWAY 6 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
45. DP827948 RIGHT OF WAY 6 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
46. DP270039 EASEMENT FOR WATERMAIN 1 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
47. DP270039 EASEMENT FOR WATERMAIN 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
48. DP270039 EASEMENT FOR UNDERGROUND MAINS 1 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
49. DP270039 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

RGD4

23. 2.1994

B71A

REGISTERED FOLIO SEARCH

Issued pursuant to the Real Property Act, 1900, and certified overleaf.

LAND TITLES OFFICE
NEW SOUTH WALES

TORRENS TITLE

FOR DEPOSIT

CP/SP43635

VERSION No & DATE OF CURRENT EDITION OF TITLE

1

13 May 1993



No. B71A

"P"

Search certified to:

Date 23 Feb 1994 Time 8.00AM

LAND

This is the Annexure marked "P" in the affidavit of Li Hong Kai sworn 14 December 1994. D.L.

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 43635 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CHIPPING NORTON
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM: SHEET 1 SP43635

FIRST SCHEDULE

THE PROPRIETORS - STRATA PLAN NO. 43635
ADDRESS FOR SERVICE OF NOTICES:
6 ERNEST AVENUE
CHIPPING NORTON 2170

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270039
3. DP740530 EASEMENT FOR UNDERGROUND MAINS 1 WIDE & VARIABLE WIDTH AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
4. DP638018 EASEMENT FOR SERVICES 5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
5. DP639672 RIGHT OF FOOTWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
6. DP777241 EASEMENT FOR SERVICES 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
7. DP777241 EASEMENT FOR SERVICES 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
8. DP777241 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES APPURTENANT TO THE LAND ABOVE DESCRIBED
9. DP641427 RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
10. DP641428 RIGHT OF ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
11. DP641428 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
12. DP641428 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED
13. DP641428 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
14. DP787291 EASEMENT FOR WATERMAIN OVER EXISTING LINE OF PIPES APPURTENANT TO THE LAND ABOVE DESCRIBED
15. DP740530 RESTRICTION(S) ON THE USE OF LAND

END OF PAGE 1 - CONTINUED OVER

cfspin2

23 Feb 1994 B71A

COPIES OF THE REGISTERED TORRENS TITLE
FOLIO SEARCH NEW SOUTH WALES

Issued pursuant to the Real Property Act, 1900, and certified overleaf

TORRENS TITLE
REGISTERED

CP/SP43635

EDITION No & DATE OF CURRENT EDITION AND OF TITLE

1 13 May 1993

PAGE 2

SECOND SCHEDULE (CONTINUED)

- 16. DP777241 RESTRICTION(S) ON THE USE OF LAND
- 17. DP813198 RESTRICTION(S) ON THE USE OF LAND
- 18. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19. DP827948 RIGHT OF CARRIAGEWAY 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20. DP827948 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 21. DP270039 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 43635

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	50	2	50	3	51	4	49
5	51	6	49	7	49	8	49
9	50	10	50	11	51	12	51
13	51	14	51	15	51	16	50
17	50	18	49	19	49	20	49

NOTATIONS

UNREGISTERED DEALINGS: NIL

-- END OF SEARCH --

cfspin2

23 Feb 1994 B71A

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LIVERPOOL

12-3-1993
1593/90

Carol Hill S/10672 A/9

ROBERT WILLIAM BARKER
DENNY LINKER & CO EDGECLEIFF 2027

R.W. Barker
17/2/93

This is sheet 1 of my Plan in 5 sheets.

PLAN OF SUBDIVISION OF LOT 2 D.P. 270039

Parish: HOLSWORTHY County: CUMBERLAND
 City: LIVERPOOL Locality: CHIPPING NORTON

Reduction Ratio 1:500

Lengths are in metres



Name of and address for
 holder of notices on the
 plan: THE PROPERTIES
 STRATA PLAN N° 43635
 7/6 ERNEST AVENUE
 CHIPPING NORTON 2170

STRATA PLAN 43635

Registered 13.5.1993

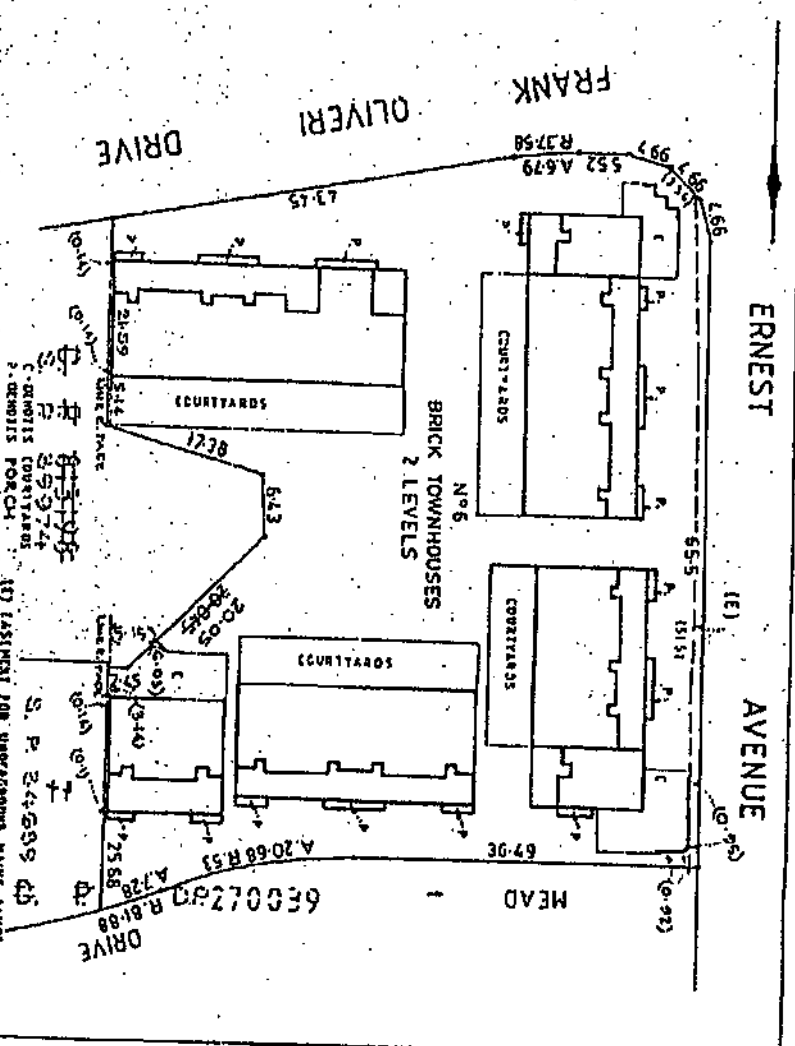
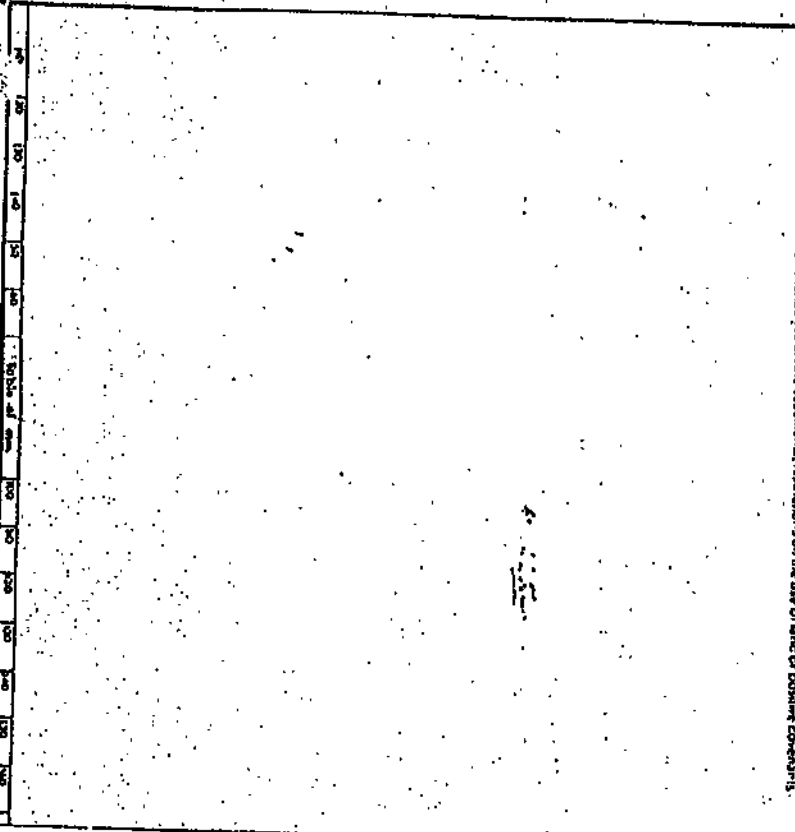
CA N° 1993/30 of 12-3-1993

Purpose STRATA PLAN

Ref No U9149-D

Last Part DP 019198

OFFICE USE ONLY



Plan Drawing only to appear in this space.

Plan Drawing only to appear in this space

1:492

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

2 3 4 5 6 7 8 9 10 11 12

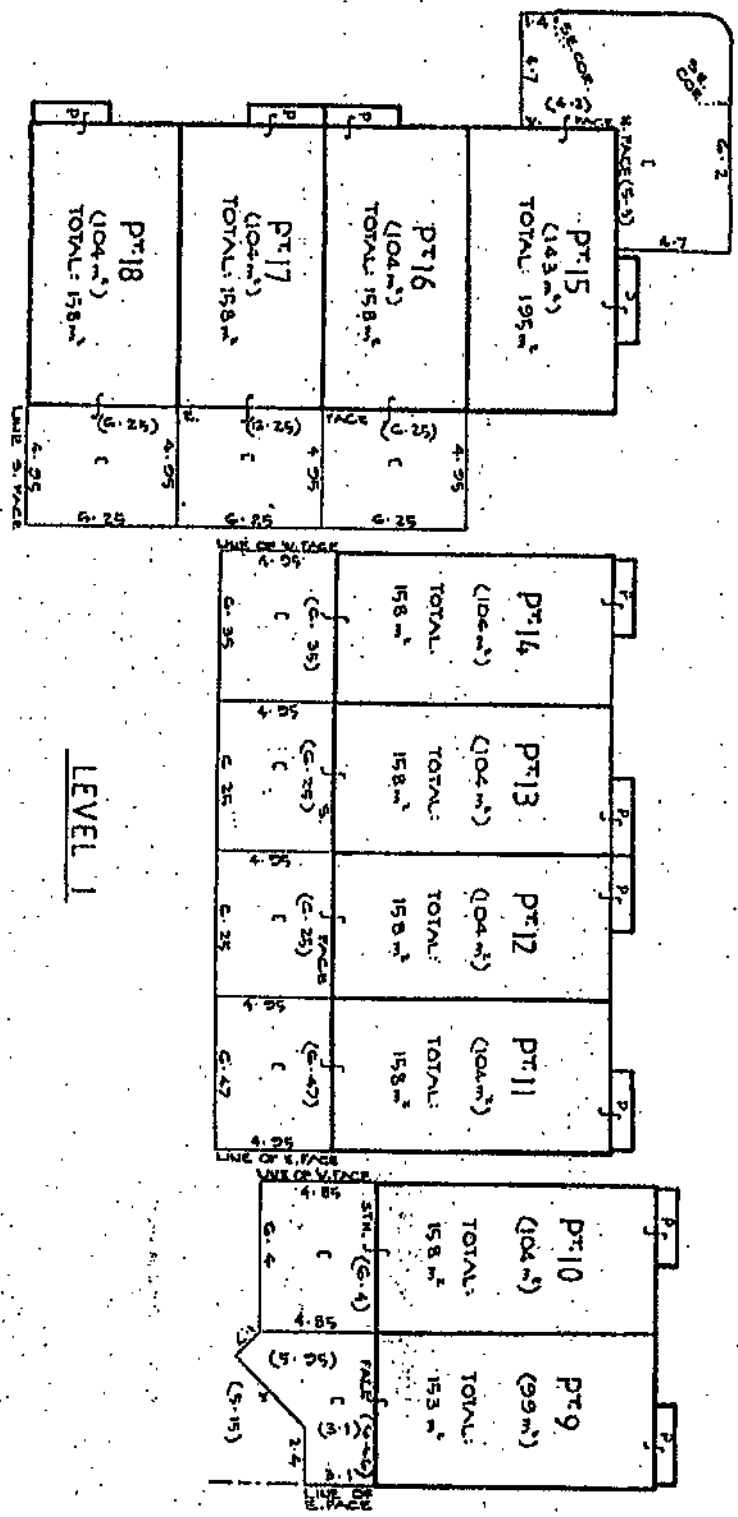
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 3 of 5 Sheets

STRATA PLAN L3635

THE STRATUM OF THE COURTYARDS IS RESTRICTED TO BETWEEN 1METRE BELOW AND WHERE NOT COVERED 2.5 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING FLAT



P - DEMONSTRATED COVERED PORCH
 F - DEMONSTRATED COURTYARD

SHEET 2 ADJOINS

Reduction Ratio: 1: 200

Lengths are in metres

R.V. Barker



OFFICE USE ONLY

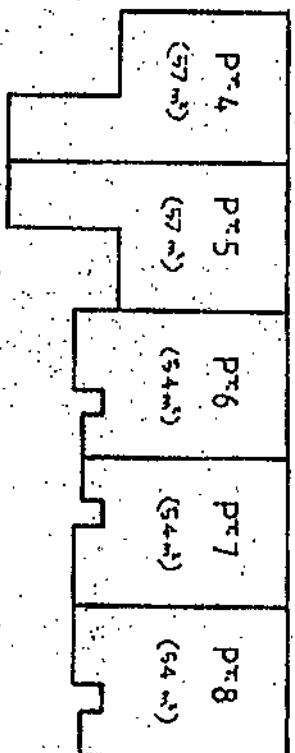
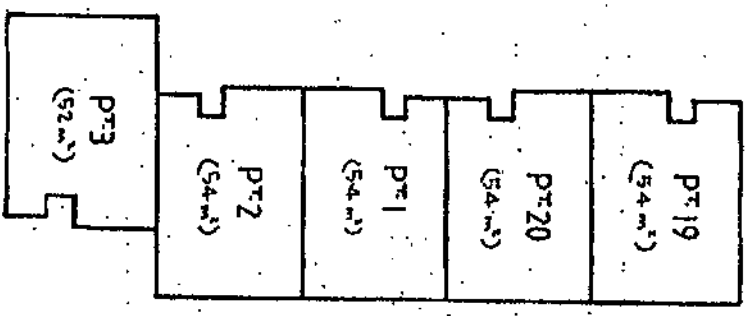
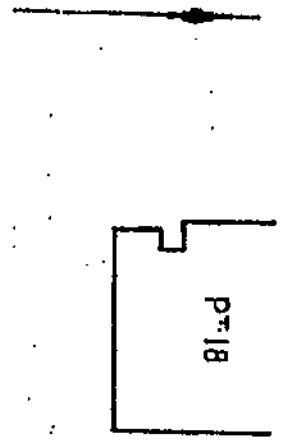
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 5 Sheets

STRATA PLAN 43635

SHEET 5 ADJOINS



LEVEL 2

Reduction Ratio: 1:200

Lengths are in metres

R. V. ...
Registered Surveyor



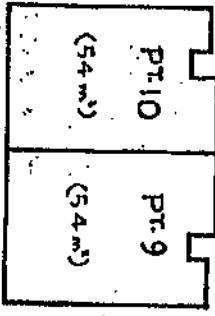
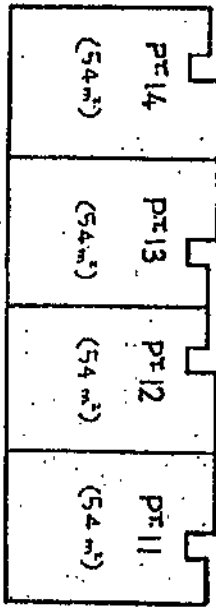
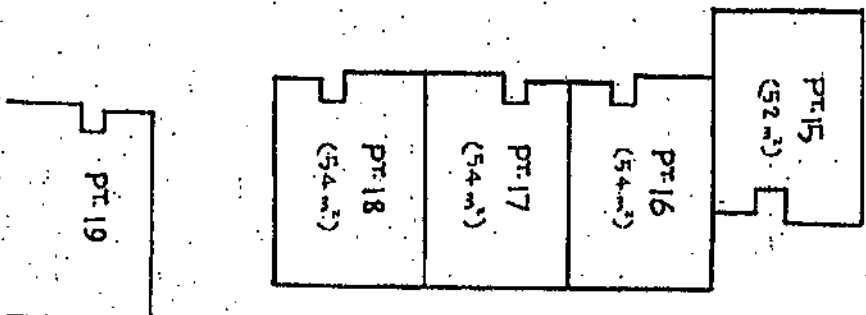
OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET NO 5 of 5 SHEETS

STRATA PLAN 43635



LEVEL 2

SHEET 4 ADJAINS

Reduction Ratio 1: 200

Lengths are in metres

R.W. Barber
Registered Surveyor

SURVEYOR'S ATTENDANCE 13-492

DATE: 0/0/00



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FOLIO SEARCH NEW SOUTH WALES

Issued pursuant to the Real Property Act, 1900, and certified overleaf



No. B71A

"Q"

Search certified to:
Date 23 Feb 1994 Time 8.00AM

TORRENS TITLE	
CP/SP43460	
LORDS NO & DATE OF CURRENT CERTIFICATE OF TITLE	
1	13 May 1993

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 43460 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CHIPPING NORTON
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM: SHEET 1 SP43460

FIRST SCHEDULE

THE PROPRIETORS - STRATA PLAN NO. 43460
ADDRESS FOR SERVICE OF NOTICES:
4 MEAD DRIVE
CHIPPING NORTON 2170

This is the Annexure marked "Q" in the affidavit of Li Hong Kai sworn 14 December 1994
Duli

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270039
3. DP641427 RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
4. DP641427 RIGHT OF WAY 6 WIDE & VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
5. DP638018 EASEMENT FOR SERVICES 5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
6. DP777241 EASEMENT FOR SERVICES 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
7. DP777241 EASEMENT FOR SERVICES 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
8. DP641427 RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
9. DP641428 RIGHT OF ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
10. DP641428 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
11. DP641428 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
12. DP740530 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
13. DP777241 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
14. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

cfsp12

23 Feb 1994 B71A



COMMONS REGISTER FOLIO SEARCH NEW SOUTH WALES

Issued pursuant to the Real Property Act, 1900, and certified overleaf

No. B71A

Search certified to:
 Date 23 Feb 1994 Time 8.00AM

TORRENS TITLE CERTIFICATE	
CP/SP43460	
LOT/IN No & DATE OF CURRENT CERTIFICATE IN TITLE	
1	13 May 1993

SECOND SCHEDULE (CONTINUED)

- 15. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16. DP827948 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17. DP270039 EASEMENT FOR WATERMAIN 1 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 18. DP270039 EASEMENT FOR WATERMAIN 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19. DP270039 EASEMENT FOR UNDERGROUND MAINS 1 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20. DP270039 EASEMENT FOR UNDERGROUND MAINS 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 21. DP270039 RIGHT OF CARRIAGEWAY 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 22. DP270039 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 43460

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	26	2	27	3	30	4	26
5	27	6	28	7	31	8	27
9	27	10	29	11	32	12	28
13	26	14	27	15	27	16	25
17	27	18	28	19	28	20	25
21	27	22	28	23	28	24	26
25	27	26	31	27	27	28	26
29	27	30	31	31	28	32	27
33	28	34	32	35	29	36	27

NOTATIONS

UNREGISTERED DEALINGS: NIL

-- END OF SEARCH --

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

LIVERPOOL
 12-2-1993
 1993/20
[Signature]

ROBERT WILLIAM BANKER
 DEBENT LINDER & CO. EDGECLIFF 2033
 2/11/92
[Signature]

Signature, seal and statement of conditions over statements, with check on reverse of land or positive certificate

PLAN OF SUBDIVISION OF LOT 4 D.P. 270039

Municipality: LIVERPOOL Locality: CHIPPING NORTON

Parish: HOLSWORTHY County: CUMBERLAND

Reduction Ratio: 1:400 Lengths are in metres

Name of, and address for
 service of notices on, the
 survey authority
 - ADDRESS REQUIRED IN
 INTERNAL STATE ONLY

THE PROPRIETORS
 STRATA PLAN N: 43460
 4 MEAD DRIVE
 CHIPPING NORTON NSW

D.P. 612092

STRATA PLAN 43460

Registered 13.5.1993

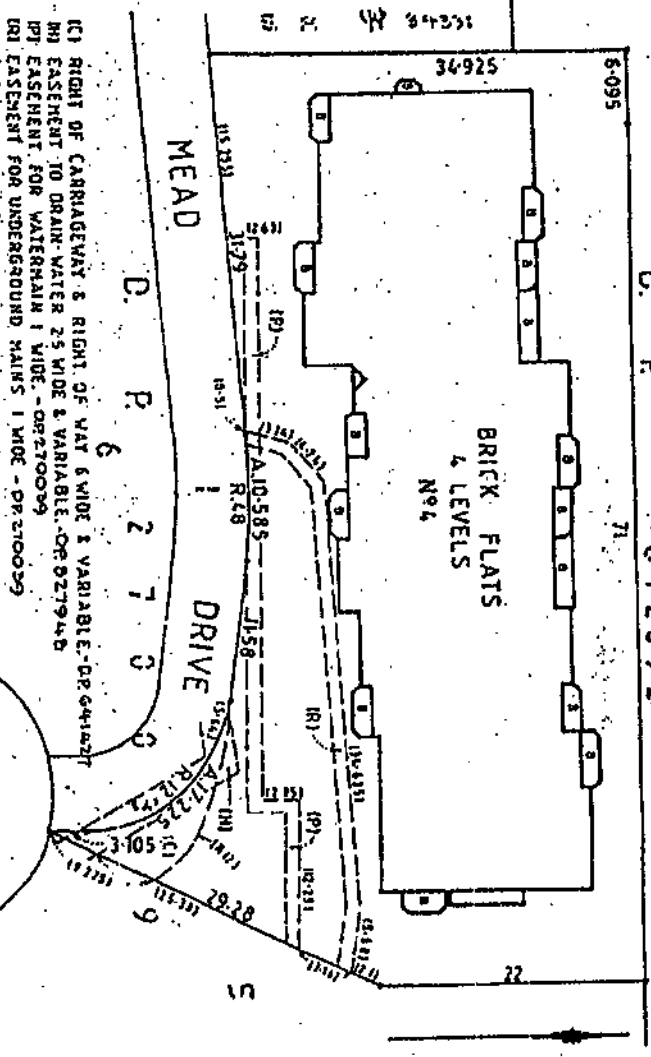
CA. NO 1993/20 OF 12.2.1993

Purpose STRATA PLAN

Ref Map U9145-B

Lot Plan D.P. 270039

2	1	0	3	9	4	0	2
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(C) RIGHT OF CARRIAGEWAY & RIGHT OF WAY 6 WIDE & VARIABLE - DP 41127
 (M) EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE - DP 2794D
 (P) EASEMENT FOR WATERMAIN 1 WIDE - DP 270039
 (R) EASEMENT FOR UNDERGROUND MAINS 1 WIDE - DP 270039

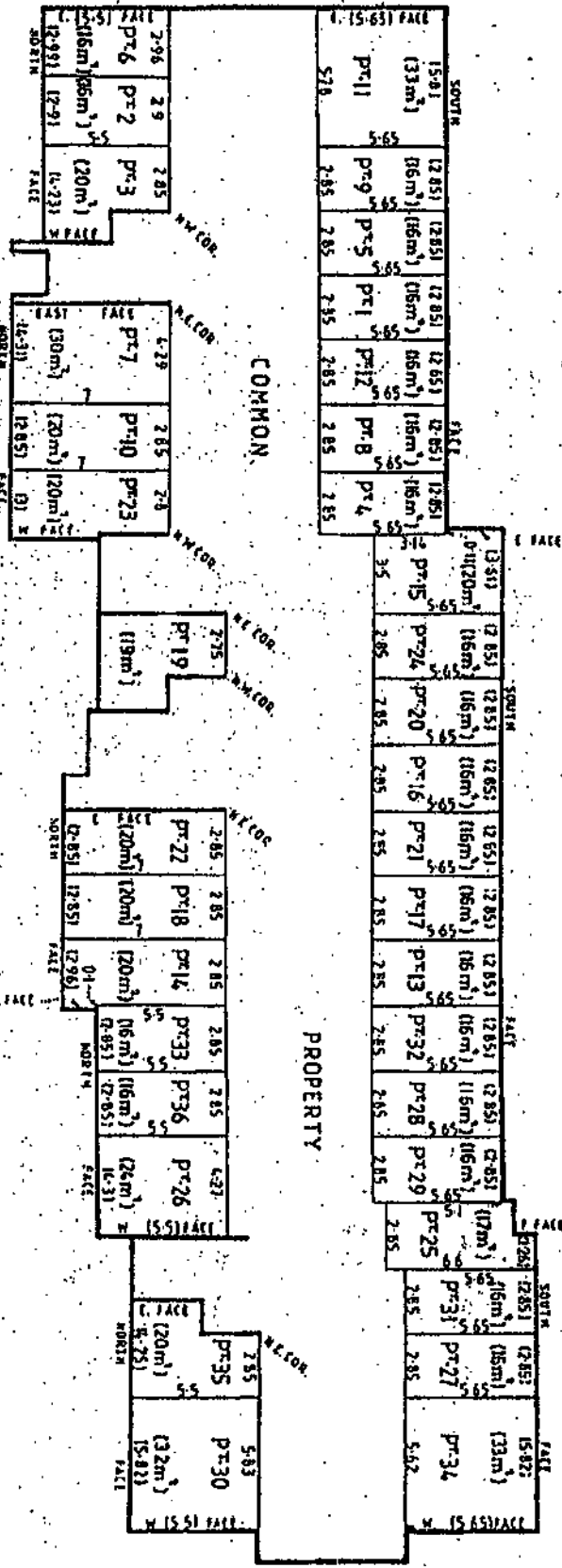
B - DEPOSIT BUILDING

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

STRATA PLAN 493460

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	26	21	28 EACH
2	27	22	28 EACH
3	28	23	28 EACH
4	29	24	28 EACH
5	30	25	28 EACH
6	31	26	28 EACH
7	32	27	28 EACH
8	33	28	28 EACH
9	34	29	28 EACH
10	35	30	28 EACH
11	36	31	28 EACH
12	37	32	28 EACH
13	38	33	28 EACH
14	39	34	28 EACH
15	40	35	28 EACH
16	41	36	28 EACH
17	42	37	28 EACH
18	43	38	28 EACH
19	44	39	28 EACH
20	45	40	28 EACH
		AGGREGATE	1800



Reduction Ratio 1:200

Lengths are in meters

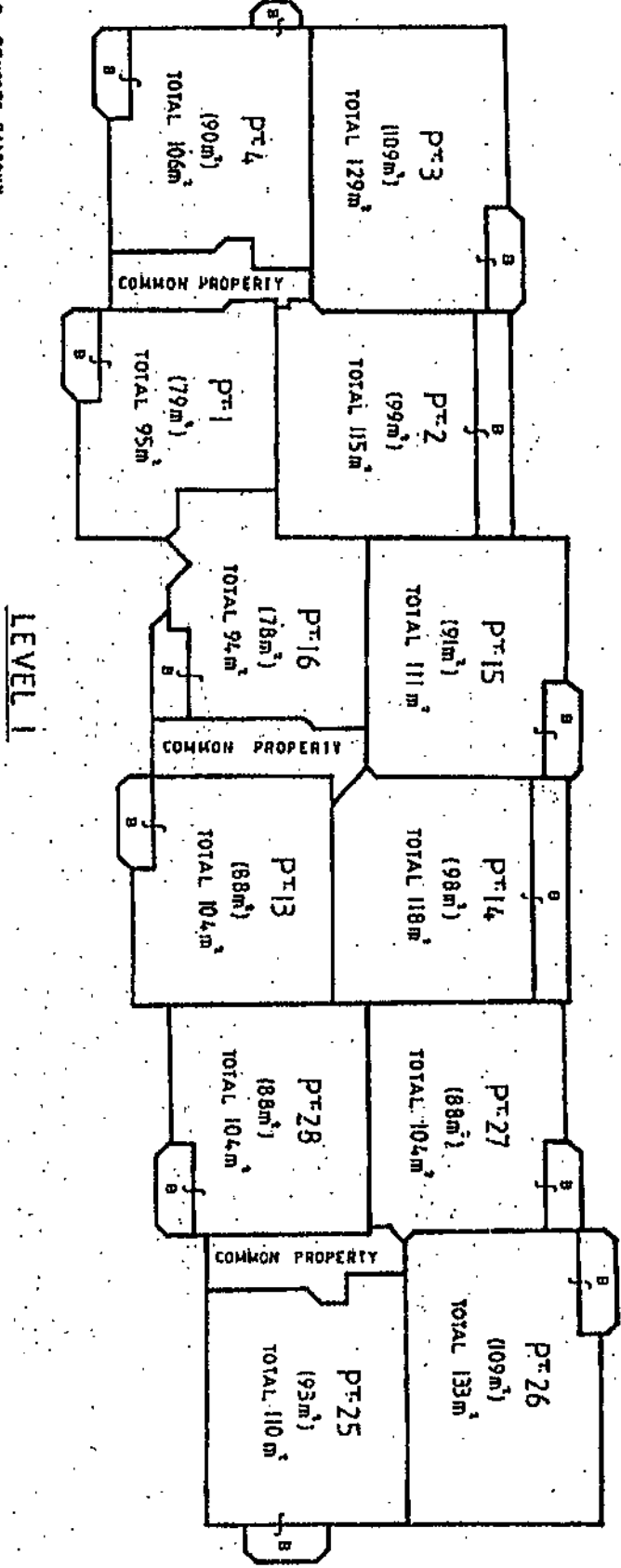
R.V. *[Signature]*

[Signature]



STRATA PLAN L43460

OFFICE USE ONLY



B - DEMOTES BALCONY
 THE STRATUM OF THE BALCONIES WHERE NOT COVERED
 IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE
 UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

LEVEL 1

Reduction Ratio 1: 200

Lengths are in metres

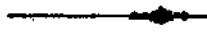
R. W. ...
 Registered Surveyor

[Signature]
 Licensed Con.

STRATA PLAN REFERENCE: 26-892 (A)

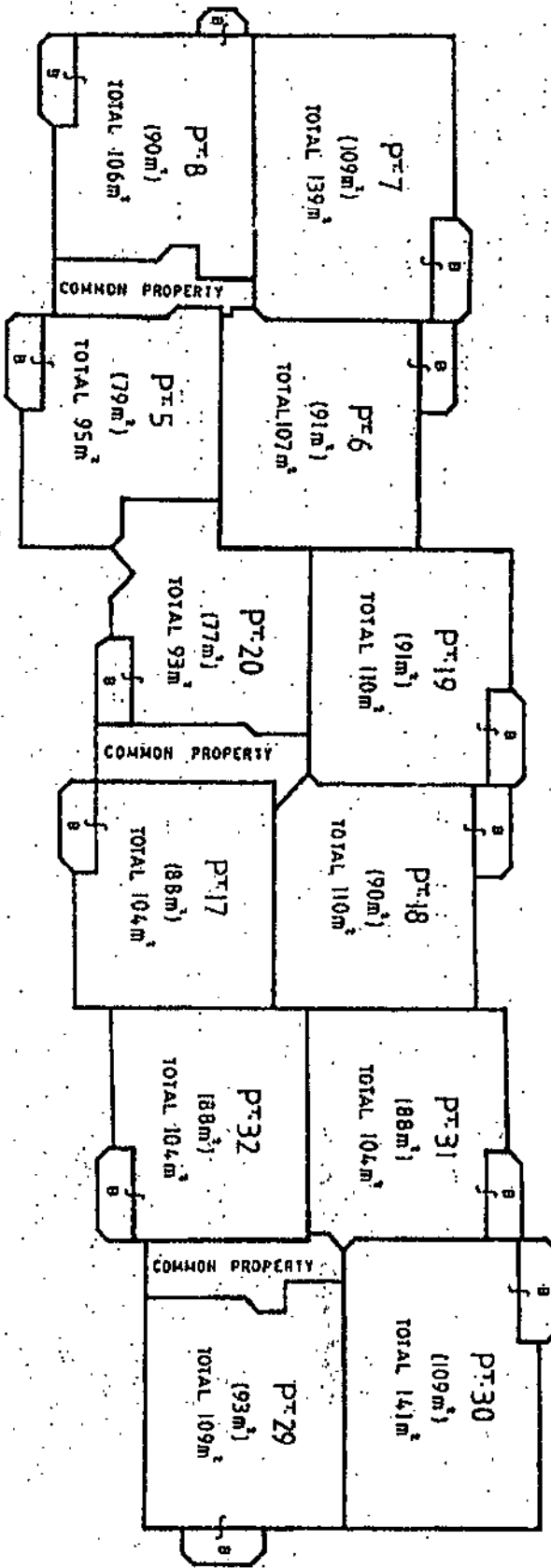


STRATA PLAN 43460



B - DENOTES BALCONY
THE STRATUM OF THE BALCONIES WHERE NOT COVERED
IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE
UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

LEVEL 2



Reduction Ratio 1:200

Lengths are in metres



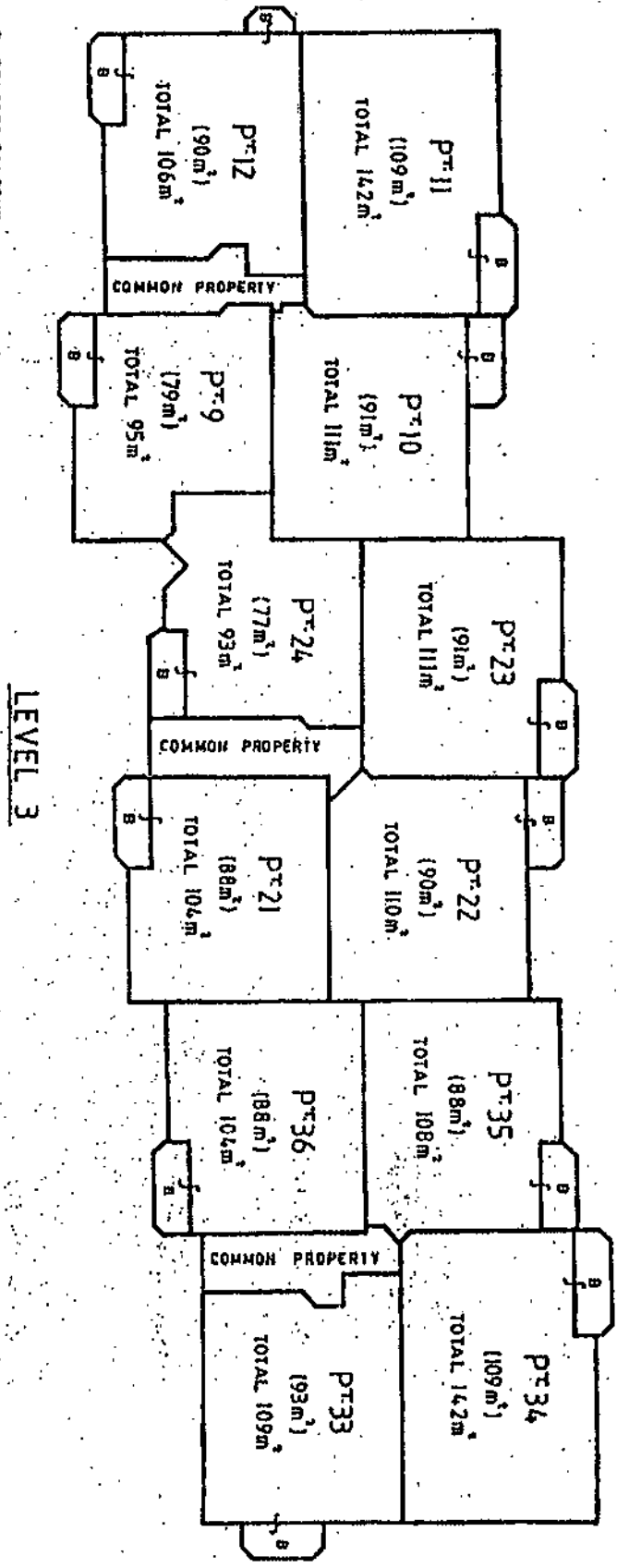
R. W. ...
Registered Surveyor

...
Registered Clerk

SECTION 5 REGULATIONS 26-89(1)(1)

STRATA PLAN 493460

*OFFICE USE ONLY



B - DENOTES BALCONY
 THE STRATUM OF THE BALCONIES WHERE NOT COVERED
 IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE
 UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

Lengths are in metres

R.M. Barber
 Registered Surveyor

[Signature]



Surveyor's Reference: 26 - 892 (4)

Issued pursuant to the Real Property Act, 1900, and certified overleaf.

TORRENS TITLE



No. B71A

"R"

CP/SP43461	
EDITION NO 4 DATE OF CURRENT CERTIFICATE OF TITLE	
1	13 May 1993

Search certified to:
Date 23 Feb 1994 Time 8.00AM

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 43461 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CHIPPING NORTON
LOCAL GOVERNMENT AREA: LIVERPOOL
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM: SHEET 1 SP43461

FIRST SCHEDULE

THE PROPRIETORS - STRATA PLAN NO. 43461
ADDRESS FOR SERVICE OF NOTICES:
5 MEAD DRIVE
CHIPPING NORTON 2170

This is the Annexure marked "R" in the affidavit of Li Hong Kai sworn 14 December 1994

Dick

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270039
3. DP641427 RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
4. DP641427 RIGHT OF WAY 6 WIDE & VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
5. DP638018 EASEMENT FOR SERVICES 5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
6. DP777241 EASEMENT FOR SERVICES 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
7. DP777241 EASEMENT FOR SERVICES 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
8. DP641427 RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
9. DP641428 RIGHT OF ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
10. DP641428 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
11. DP641428 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
12. DP641428 RIGHT OF ACCESS AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
13. DP740530 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
14. DP777241 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
15. DP827948 EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE

END OF PAGE 1 - CONTINUED OVER

cfspin2

23 Feb 1994 B71A

OLIO SEARCH

NEW SOUTH WALES

Issued pursuant to the Real Property Act, 1900, and verified overleaf

TORRENS TITLE



No. B71A

CP/SP43461	
LITTON No & DATE OF CURRENT CERTIFICATE OF TITLE	
1	13 May 1993

Search certified to:
Date 23 Feb 1994 Time 8.00AM

SECOND SCHEDULE (CONTINUED)

- AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16. DP827948 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 17. DP270039 EASEMENT FOR WATERMAIN 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 18. DP270039 EASEMENT FOR UNDERGROUND MAINS 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 19. DP270039 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 43461

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	33	2	38	3	34	4	33
5	34	6	38	7	35	8	33
9	34	10	39	11	36	12	34
13	33	14	41	15	40	16	34
17	42	18	41	19	34	20	43
21	42	22	35	23	39	24	36
25	40	26	37	27	42		

NOTATIONS

UNREGISTERED DEALINGS: NIL

-- END OF SEARCH --

cfspin2

23 Feb 1994 B71A

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

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

LIVERPOOL

12-2-1993
 1993/12/2
 [Signature]

ROBERT WILLIAM BARKER
 DENNY LINKER & CO. EDGECLIFF 2037

R.W. Barker
 20/11/92

This is sheet 1 of my Plan in 5 parts.

PLAN OF SUBDIVISION OF LOTS D. P. 270039

Localities: **LIVERPOOL** **CHIPPING NORTON**

County: **CUMBERLAND**

Parish: **HOLSWORTHY**

Reduction Ratio: **1:400**

Lengths are in metres

THE PROPRIETORS
 STRATA PLAN No 4-3461
 No 5 MEAD DRIVE
 CHIPPING NORTON 2120

STRATA PLAN 473461

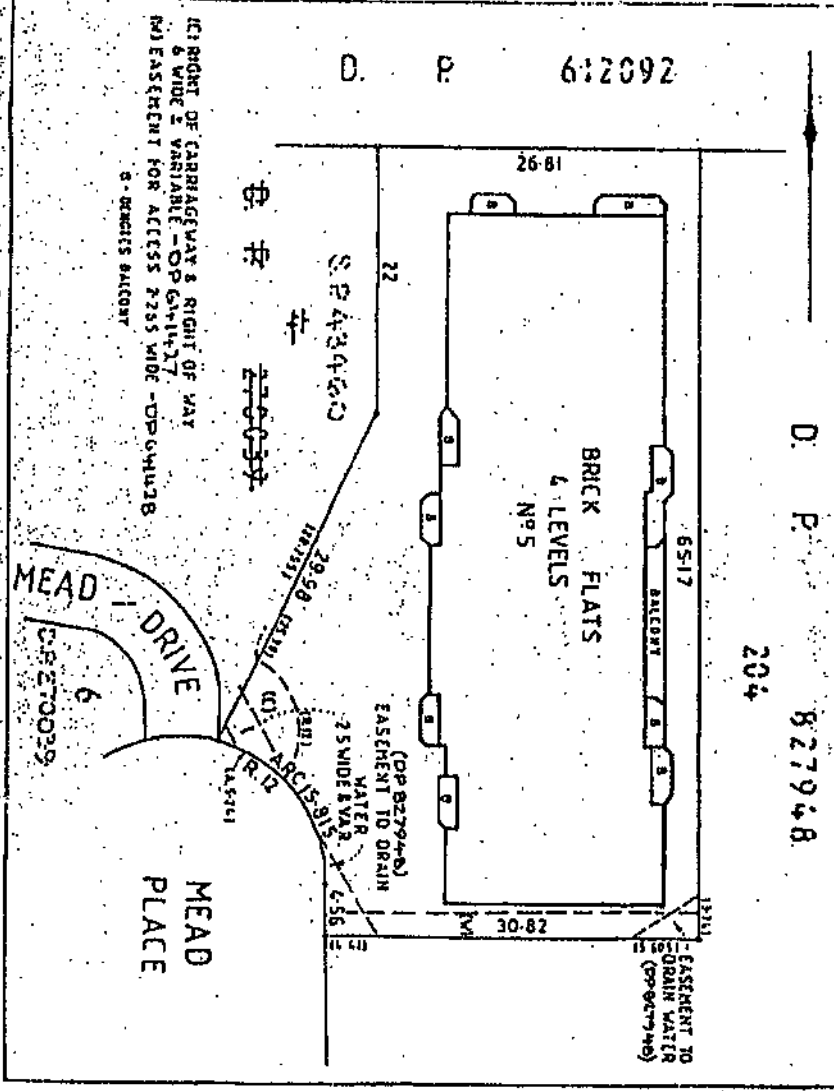
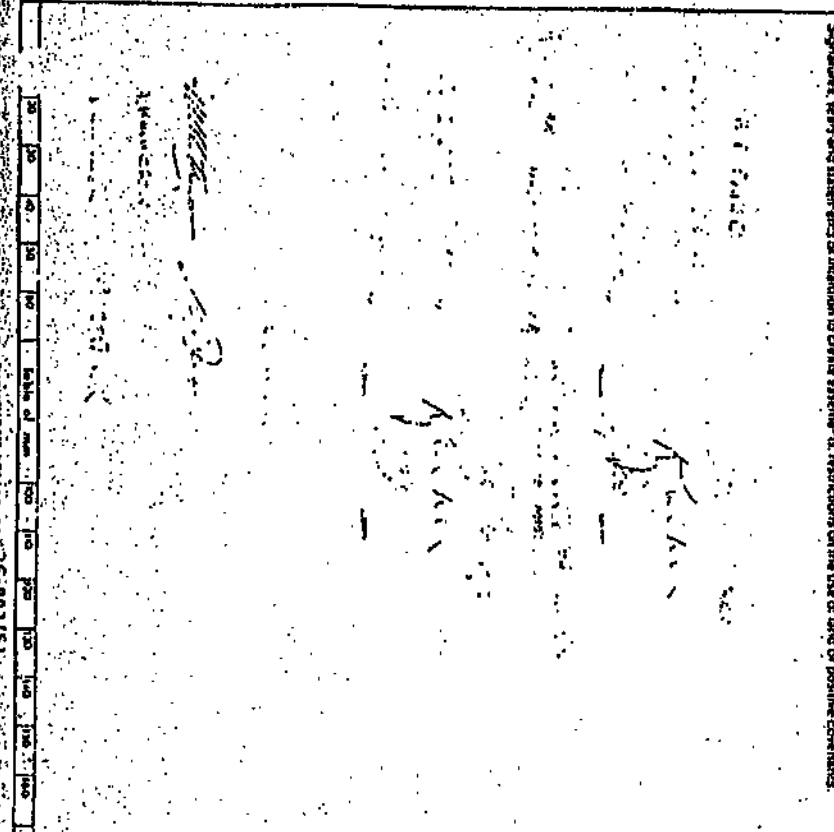
Registered 19-5-1993

CA No 1993/21 OF 12-2-1993

Purpose **STRATA PLAN**

Ref No 5 U9145-8

Last Part **D.P. 270039**



Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

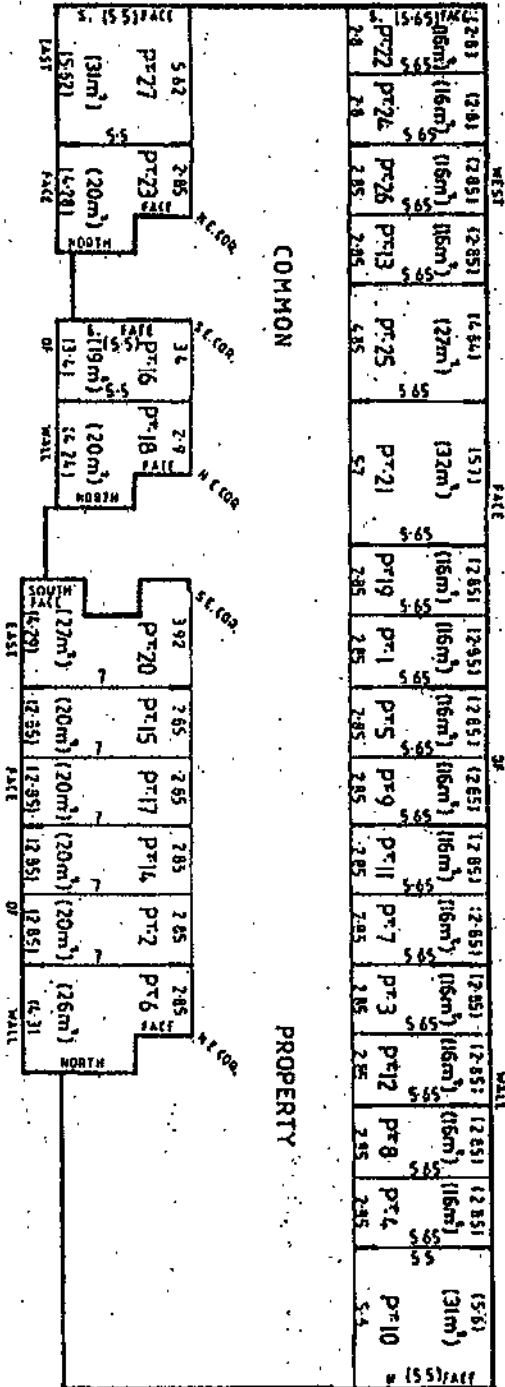
2 7 0 5

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 2 of 5 Sheets

STRATA PLAN 43461

SCHEDULE OF UNIT ENTITLEMENTS					
LOT N ^o	U.E.	LOT N ^o	U.E.	LOT N ^o	U.E.
1	33	10	37	19	36
2	38	11	36	20	43
3	36	12	36	21	42
4	33	13	33	22	35
5	32	14	41	23	39
6	38	15	40	24	36
7	35	16	36	25	42
8	33	17	42	26	33
9	36	18	41	27	42
			EDGEWATER	1000	



BASEMENT

Reduction Ratio 1: 200

Lengths are in metres

R. V. Barber
 Registered Engineer

[Signature]
 Planner

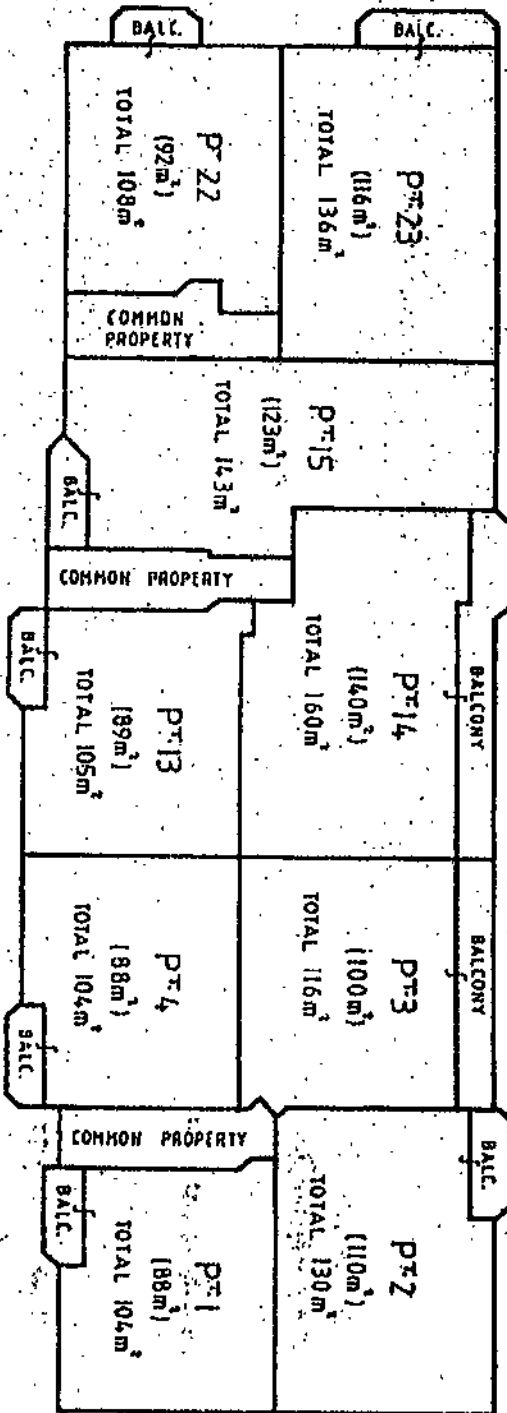


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 3 of 5 Sheets

STRATA PLAN 49461

THE STRATA OF THE BALCONIES WHERE NOT COVERED IS LIMITED IN HEIGHT TO 25 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.



LEVEL 1

Reduction Ratio 1:200

Lengths are in metres

R.V. ...

[Signature]

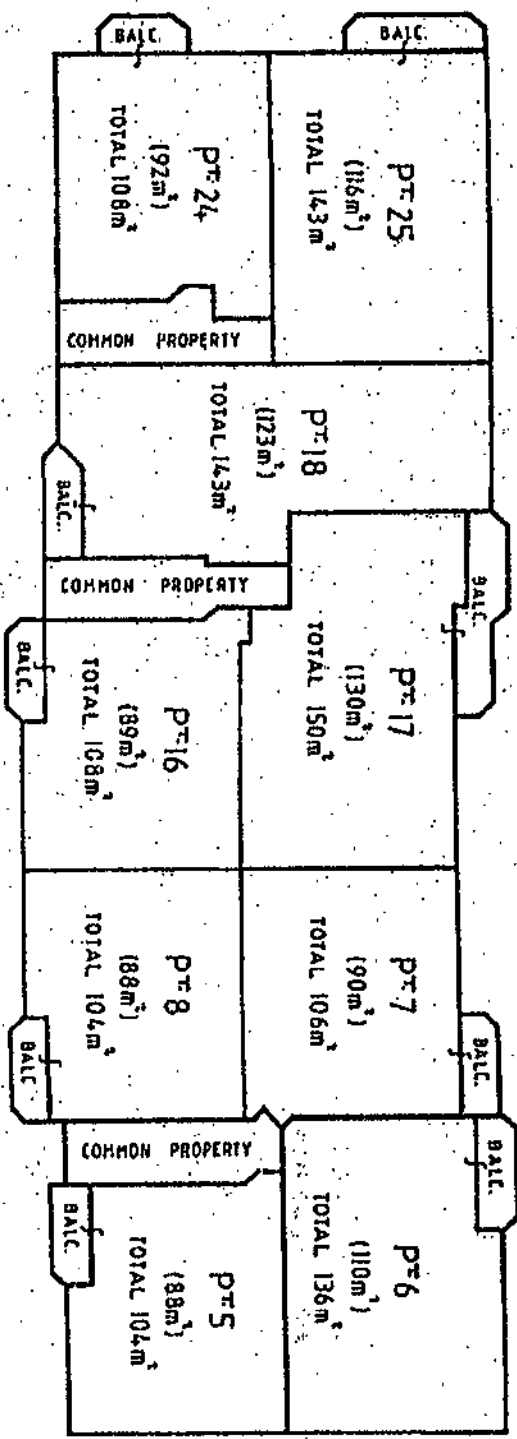


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ALL LEVEL 2 BALCONIES ARE COVERED

STRATA PLAN 43461

Sheet No. 4 of 5 Sheets



LEVEL 2

Reduction Ratio 1:200

Lengths are in metres

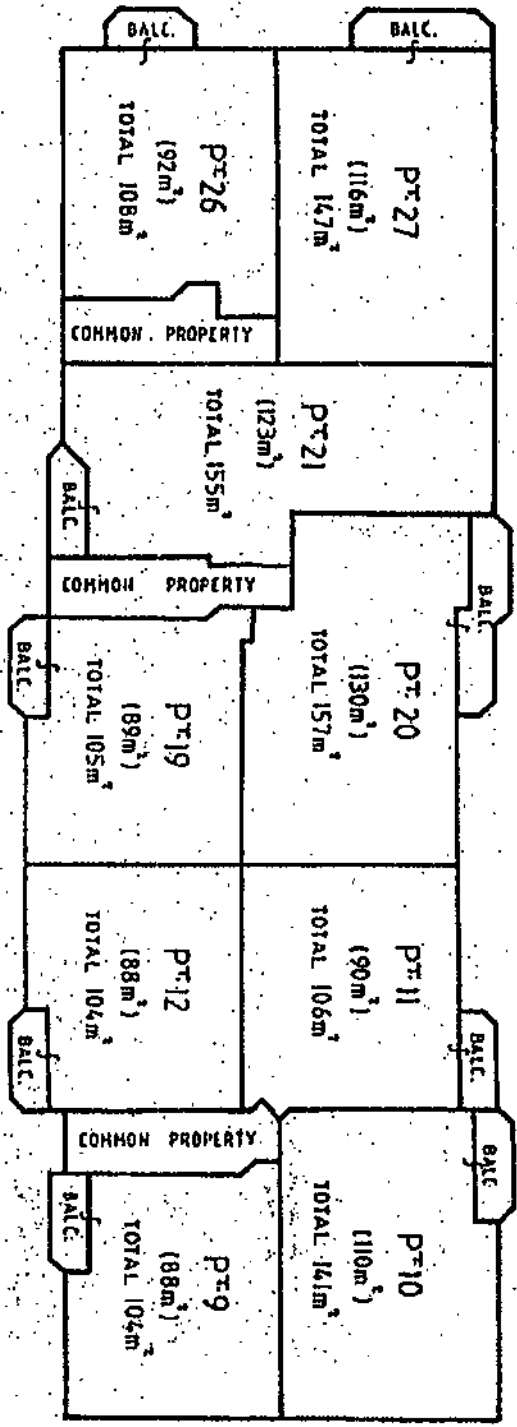
R. V. Barber
 Registered Surveyor

W. H. H.
 Architect



STRATA PLAN L43461

THE STRATUM OF THE BALCONIES WERE NOT COVERED
 IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER
 SURFACE OF THEIR RESPECTIVE FLOORS.



LEVEL 3

Reduction Ratio 1:200

Lengths are in metres

R. V. B. B.
 Registered Surveyor

[Signature]
 Professional Clerk





This is the Amended marked "S" in the affidavit of Li Hong Kai sworn 14 December 1994

**APPLICATION TO CANCEL
 RECORDING OF EASEMENT**

SECTION 47 (6A), REAL PROPERTY ACT, 1900

	of		
\$			R /

DESCRIPTION OF LAND
 Note (a)

Dominant Tenement (land benefited)	Servient Tenement (land burdened)
Torrens Title Reference	Torrens Title Reference
Folio Identifier 2/740530 2/703621, 20/612092, 407/752034, 1/410788, 28/827947, 27/827947, 10 & 11/702723	Folio Identifier 20/612092 28/827947 27/827947, 11/702723, 10/702723, 1/410788, 2/703621, 407/752034

APPLICANT
 Note (b)

PIRIE PROJECTS PTY. LTD AND SANCTUARY INVESTMENTS PTY. LTD.
 C/- ROBERT MOORE & ASSOCIATES P.O. BOX 506 DRUMMOYNE NSW 2047

I herein referred to as the Applicant, being the registered proprietor of the undermentioned easement, hereby applies to have the recording relating to the said easement cancelled on the folios of the Register shown above.

PARTICULARS OF EASEMENT TO BE CANCELLED
 Note (c)

Easement created by Instrument No. D.P. 641428
 Description of easement to be cancelled: RIGHT OF ACCESS

OFFICE USE ONLY

The full names of persons having registered interests in the land benefited by the easement and the nature of the interest and reference to the instruments by which the interests were created are shown below. (The consents of these persons are set out overleaf)

Full Name	Nature of interest and reference to instrument by which created
COUNCIL OF THE CITY OF LIVERPOOL HOLLAND ENTERPRISES PTY. LIMITED (IN LIQUIDATION)	CONSENT TO RELEASE CONSENT TO RELEASE

EXECUTION
 Note (e)

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.

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

The Seal of the Council of the City of Liverpool was hereunto affixed on the fourteenth day of June, 1994, in the presence of me, and is attested by the persons whose signatures are set opposite thereto in pursuance of a resolution of the Council passed on the fourteenth day of June, 1994.

Mark Cud
 MAYOR

[Signature]
 GENERAL MANAGER

Address and occupation of Witness

Signature of Applicant

TO BE COMPLETED BY LODGING PARTY
 Note (f) and (g)

OFFICE USE ONLY

LODGED BY		LOCATION OF DOCUMENTS	
CT	OTHER		
		Herewith.	
		In L.T.O. with	
		Produced by	
Checked	Passed	REGISTERED	Secondary Directions
Signed	Extra Fee		Delivery Directions

ARTHUR
ANDERSEN

T

16 February 1994

29 FEB 1994

Mr Robert Moore
Robert Moore & Associates
PO Box 56
DRUMMOYNE NSW 2047

A Member Firm of
Arthur Andersen & Co, SC

141 Walker Street
North Sydney
GPO Box 4339 Sydney 2001
02 964 6000
02 922 2065 Fax
DX 1340 Sydney

*This is the Avenue marked "T" in the
affidavit of Li Hong Kai sworn 18 December 1994.*

Dear Sir

Dn li

Holland Enterprises Pty Limited (In Liquidation) ("the Company")

ACN 000 826 513

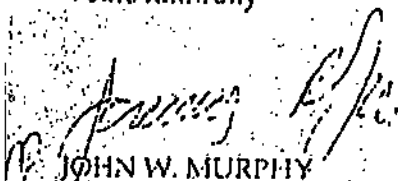
Our Ref: Vol4/AMS08114/BOF/holland

I refer to your letter of 2 February 1994 and to your telephone conversations with Mr Brendan O'Flynn of my office. I advise the Company was wound up voluntarily pursuant to a resolution passed by its members. It was re-registered to facilitate participation in litigation. I have since requested the Australian Securities Commission de-register the Company as the litigation has been settled. Accordingly, I advise the Company has no interest in the land referred to in your letter.

Notwithstanding the above, I consent to the removal of the Right of Access denoted by D.P. 641428, to the extent this does not impinge upon the residents of the existing development completed to date. I note discussions of my staff with the Council of the City of Liverpool ("the Council") indicate the Council intends to review the impact of the proposed removal in this regard.

If you have any queries regarding the above please contact Mr Brendan O'Flynn of my office on 964 6955.

Yours faithfully


JOHN W. MURPHY
Liquidator

copies to: Mr David Philpott, Holland Group

This is the Annexure marked "U" in the affidavit of Li Hong Kai sworn 14 December 1999

COMPANIES (NEW SOUTH WALES) CODE

SECTION 248(4)

HOLLAND ENTERPRISES PTY LIMITED

Pursuant to Section 248(4) of the Companies (New South Wales) Code, we the undersigned being the majority of the Members of Holland Enterprises Pty Limited entitled to attend and vote at an Extraordinary General Meeting of the said Company, or any adjournment thereof, being a majority which together holds not less than 95 per centum in nominal value of the shares giving that right, agree that the resolutions hereunder set forth may be proposed and passed as Special and Ordinary Resolutions at the meeting of the company to be held at 9.08 PM on 13 August 1987 of which less than twenty-one days notice has been given.

Special Resolutions

1. That the Company be wound up voluntarily.

Ordinary Resolution

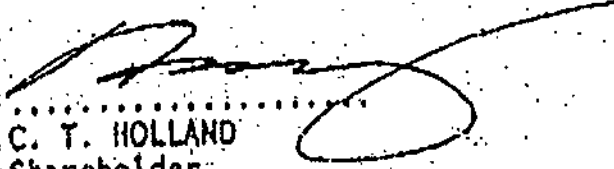
1. That JOHN WILLIAM MURPHY be appointed Liquidator for the purpose of the winding up.
2. That the fee of the Liquidator be at the rates prescribed by Arthur Andersen & Co. for work of a similar nature and be paid by Holland Enterprises Pty Limited.
3. That subject to any provisions under the Companies (New South Wales) Code the Liquidator be and is hereby empowered to destroy all books and records of the company on the completion of his duties.


Special Resolutions

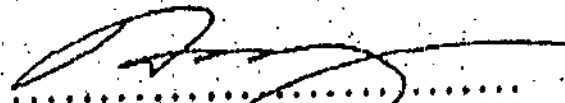
1. That the Liquidator be authorised to exercise any of the powers given by Section 377(1)(b)(c) and (d) of the Companies (New South Wales) Code to a Liquidator in a winding up by the Court.
2. That the Liquidator pursuant of Article 36 of the Articles of Association of the company may divide amongst the members in kind the whole or any part of the assets of the company and may for that purpose set such value as he may deem fair upon any property to be divided as aforesaid and may determine how the division be carried out as between the members of different classes of members.

A form of proxy is enclosed. Proxies to be used at the meeting must be lodged with the Chairman, C/- Arthur Andersen & Co., Chartered Accountants, 50 Bridge Street, Sydney, N.S.W. 2000, no later than 4.00 o'clock in the afternoon of the day preceding this meeting.

DATED this 13th day of August 1987.


.....
C. T. HOLLAND
Shareholder


.....
A. E. HOLLAND
Shareholder


.....
CHARLETTE HOLDINGS PTY LIMITED
Director

V

CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Proprietors - Strata Plan 43635 ("the Proprietors") are the registered proprietors of folio identifier CP/SP 43635.
2. The Proprietors understands that their land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947...
3. The Proprietors consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on 30th date NOVEMBER 1994.



Gai Foy Council
Wart Council
Richard Piffa State Manager

This is the Annexure marked "V" in the affidavit of Li Hong Kai sworn 14 December 1994

D.L.

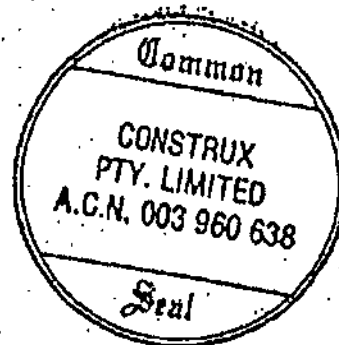
CONSENT TO EXTINGUISHMENT OF EASEMENT

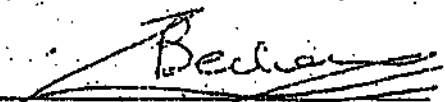
TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

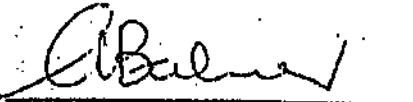
1. Construx Pty Ltd (ACN 003 960 638) ("the Proprietor") is the registered proprietor of folio identifier 211/829179.
2. The Proprietor understands that its land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietor consents to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received.

Executed on 28th date November 1994.

THE COMMON SEAL of)
CONSTUX PTY LTD)
(ACN 003 960 638) was)
hereunto affixed by authority)
of the Board of Directors)
in the presence of:)




Secretary


Director

CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Proprietors - Strata Plan 39974 ("the Proprietors") are the registered proprietors of folio identifier CP/SP 39974.
2. The Proprietors understands that their land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietors consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on date 28-11-1994.

David Owen STRATA MANAGER SP 39974

John Polec SECRETARY
TREASURER

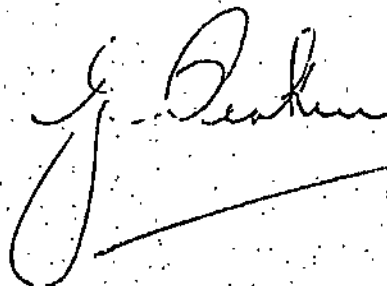
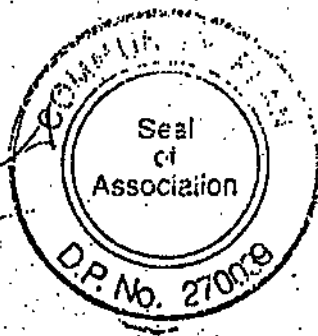


CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Community Association DP270039 ("the community Association") is the registered proprietor of folio identifier 1/270039.
2. The Community Association understands that its land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827943, 28/827947.
3. The Community Association consents to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on 9th date DECEMBER 1994.


CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Proprietors - Strata Plan 43461 ("the Proprietors") are the registered proprietors of folio identifier CP/SP 43461.
2. The Proprietors understands that their land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietors consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on *9th* date *DECEMBER* 1994.

J. Becher



CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Proprietors - Strata Plan 43460 ("the Proprietors") are the registered proprietors of folio identifier CP/SP 43460.
2. The Proprietors understands that their land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietors consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on 9th date DECEMBER 1994.

J. O'Keefe



CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Proprietors - Strata Plan 34689 ("the Proprietors") are the registered proprietors of folio identifier CP/SP 34689.
2. The Proprietors understands that their land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietors consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on *9th* date *DECEMBER* 1994.

J. Parker




CONSENT TO EXTINGUISHMENT OF EASEMENT

TO: PIRIE PROJECTS PTY LTD (ACN 002 352 043) and
SANCTUARY INVESTMENTS PTY LTD (ACN 003 384 290)
c/o Mr Duncan Li, Solicitor
Unit 5 No.2 Baden Road
NEUTRAL BAY 2089

1. The Proprietors - Strata Plan 34331 ("the Proprietors") are the registered proprietors of folio identifier CP/SP 34331.
2. The Proprietors understands that their land, amongst other land, is benefited by a right of access onto land owned by Pirie Projects Pty Ltd and Sanctuary Investments Pty Ltd situated at Mead Place, Barry and Riverside Roads, Frank Oliveri Drive and Ernest Avenue, Chipping Norton being comprised in Folio Identifier No. 26/827947, 27/827947, 11/702723, 10/70723, 1/410788, 407/752034, 233/813198, 204/827948, 28/827947.
3. The Proprietors consent to this right of access created by registration of Deposited Plan 641428 being wholly extinguished in the manner set out in the summons dated 23 November 1994, a copy of which has been received

Executed on *9th* date *DECEMBER* 1994.

J. Perkin


97-01TR



TRANSFER RELEASING EASEMENT

Real Property Act 1900

Office of Sts

979203

copy A

005274

1070740602 90 1279 561091

R2/3

(A) LAND

Show no more than 20 References to ITUs

DOMINANT TENEMENT (Land Benefited)	SERVIENT TENEMENT (Land Burdened)
See copy A over page	

(B) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	
IW	DUNCAN LI SOLICITOR UNIT 5 NO. 2 BADEN RD, NEUTRAL BAY 2089 REFERENCE (max. 15 characters): PH: 953-6885	TR

(C) EASEMENT

Number	Nature of Easement
DP 641428	RIGHT OF ACCESS

(D) TRANSFEROR

(Registered Proprietor of dominant tenement)

SEE ANNEXURE A

(E) acknowledges receipt of the consideration of \$10,000.00 and as registered proprietor of the dominant tenement TRANSFERS and RELEASES the abovementioned Easement to the TRANSFEREE as registered proprietor of the servient tenement.

(F) TRANSFEREE

(Registered Proprietor of servient tenement)

SEE ANNEXURE B

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

DATE

Signed in my presence by the Transferor who is personally known to me,

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

EXECUTION BY TRANSFERORS
ATTACHED, SEE ANNEXURE C

Signature of Transferor

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

D.L.I.

Signature of Transferee's Solicitor

DUNCAN LI
SOLICITOR
Unit 5, No. 2 Baden Road
Neutral Bay 2089
NSW

Em23
OLB

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

10-1280

REGISTRATION DIRECTION ANNEXURE

0979203 A

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THE FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
11/702723	UNDR ON	EE UA	DP641428	Released as it is appurtenant to all benefited lots except Lot 6 in DP270039
	UNDR ON	EE UA	DP641428	Released as it is appurtenant to all benefited lots except Lot 6 in DP270039 and Lot 11 in DP702723
10/702723	UNDR ON	EA UA	DP641428	Released as it affects Lot 11 in DP702723, Lot 1 in DP410788, Lots 26 & 27 in DP827947, Lot 407 in DP752034 and Lots 26 & 27 in DP847116
	UNDR ON	EG UA		Released as it is appurtenant to all benefited lots except Lot 6 in DP270039 and Lot 11 in DP702723
1/410788	UNDR ON	EC UA	DP641428	Released as it affects Lot 10 & 11 in DP702723, Lots 26 & 27 in DP847116, Lots 26 & 27 in DP827947 and Lot 407 in DP752034
	UNDR ON	ET UA	DP641428	Released as it is appurtenant to all benefited lots except Lot 6 in DP270039 and Lot 11 in DP702723
407/752034	UNDR ON	EE UA	DP641428	Released as it affects Lots 10 & 11 in DP702723, Lots 26 & 27 in DP847116, Lots 26 & 27 in DP827947 and Lot 1 in DP410788

10-1280

REGISTRATION DIRECTION ANNEXURE

0979203 A

Use this side only for second schedule directions
 DO NOT USE BOTH SIDES OF THE FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
26/827947	UNDR	R1		Right of Access created by DP 644428 released as it is applicable to all benefited lots except Lot 6 in DP 270039 and Lot 11 in DP 702723.
	ON	VA		
	UNDR	R2		Right of Access created by DP 644428 released as it affects Lots 10 & 11 in DP 702723, Lots 13 & 136 in DP 847116, Lot 27 in DP 827947, Lot 1 in DP 410788 and Lot 407 in DP 752034.
	ON	VA		
27/827947	UNDR	R1		Right of Access created by DP 644428 released as it is applicable to all benefited lots except Lot 6 in DP 270039 and Lot 11 in DP 702723.
	ON	VA		
	UNDR	R2		Right of Access created by DP 644428 released as it affects Lots 10 & 11 in DP 702723, Lots 13 & 136 in DP 847116, Lot 26 in DP 827947, Lot 1 in DP 410788 and Lot 407 in DP 752034.
	ON	VA		
	UNDR	R1		Right of Access created by DP 644428 released as it is applicable to all benefited lots except Lot 6 in DP 270039 and Lot 11 in DP 702723.
	ON	VA		
204/827948	UNDR	R2		OFF U.B. DP 644428
	OFF	U.B.	DP 644428	

10-1280

REGISTRATION DIRECTION ANNEXURE *U979203 A*

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THE FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
* 28/827447	VNDR ON	R2 VA		Right of access created by DP641428 released as it affects Lts 10 & 11 in DP 702723 Lot 26 in DP 827947, Lts 126 & 136 in DP 847116 Lot 1 in DP 410788 and Lot 407 in DP 752034
DP/SP 39974 233/813198	VNDR	R2		
CP/SP 34659 CP/SP 34331	ON	VA		Right of access created by DP641428 released as it affects Lts 10 & 11 in DP 702723 Lot 26 & 27 in DP 827947, Lts 126 & 136 in DP 847116 Lot 1 in DP 410788 and Lot 407 in DP 752034
CP/SL 43635	VNDR ON	EA VA	DP641428	Released as it affects Lts 10 & 11 in DP 702723 Lot 26 & 27 in DP 827947, Lts 126 & 136 in DP 847116 Lot 1 in DP 410788 and Lot 407 in DP 752034
1/270039	VNDR ON	EA VA	DP641428	Released as it affects Lts 10 & 11 in DP 702723 Lot 26 & 27 in DP 827947, Lts 126 & 136 in DP 847116 Lot 1 in DP 410788 and Lot 407 in DP 752034
CP/SP 43460 CP/SP 43461	OFF	EG	DP641428	
2/703621	VNDR ON	EA VA	DP641428	Released as it affects Lts 10 & 11 in DP 702723 Lot 26 in DP 827947, Lts 126 & 136 in DP 847116 Lot 1 in DP 410788 and Lot 407 in DP 752034
20/612092	OFF	EA	DP641428	

0979203 "A"

10-1280

REGISTRATION DIRECTION ANNEXURE

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THE FORM.

SECOND SCHEDULE AND OTHER DIRECTIONS.

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
24/787291	UNDR ON	RZ VA		Rights of Access created by DP 64/1428 released as it affects Lots 10 & 11 in DP 702723, Lots 12 & 13 in DP 847116, Lots 26 & 27 in DP 827947, Lot 1 in DP 410788 and Lot 407 in DP 752034.
	UNDR ON	EA VA	DP641428	Released as it affects Lots 10 & 11 in DP 702723, Lots 12 & 13 in DP 847116, Lots 26 & 27 in DP 827947, Lot 1 in DP 410788 and Lot 407 in DP 752034 as it is appurtenant to the front property in 231/813198
211/829179	UNDR ON	EA VB	DP641428	Released as it is appurtenant to the front property in 201/827948
CP/SP43635 CP/SP39974	CT	—	1W	Duncan Li Unit 5, No 2 Baden Rd Neutral Bay 2090
1/270039 CP/SP34689 CP/SP43461 CP/SP43460 CP/SP34331	CT	—	459V	
10/702723 407/752034 11/702723 27/827947 26/827947 211/829179 1/410788 233/813198	CT	—	37Y	

97-01TR



**TRANSFER
 RELEASING EASEMENT**

Real Property Act 1900

Office of Str.

979203

copy 'B'

00'SE36

160195 6421 04 200907407/01

*A 4875
 A 3821
 12/25
 15/25*

TR

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RI

DP 641428

(A) LAND

Show no more than 20 References to this

DOMINANT TENEMENT (Land Benefitted)	SERVIENT TENEMENT (Land Burdened)
<i>See copy 'B' over page</i>	

(B) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	
<i>1W</i>	DUNCAN LI SOLICITOR UNIT 5 NO. 2 BADEN RD, NEUTRAL BAY <i>2089</i> REFERENCE (max. 15 characters): PH: 953-6885	TR

(C) EASEMENT

Number	Nature of Easement
DP 641428	RIGHT OF ACCESS

(D) TRANSFEROR

(Registered Proprietor of dominant tenement)

..... *SEE ANNEXURE A*

(E) acknowledges receipt of the consideration of ... *\$10,000.00* and as registered proprietor of the dominant tenement TRANSFERS and RELEASES the abovementioned Easement to the TRANSFEREE as registered proprietor of the servient tenement.

(F) TRANSFEREE

(Registered Proprietor of servient tenement)

..... *SEE ANNEXURE B*

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

DATE

Signed in my presence by the Transferor who is personally known to me,

.....
 Signature of Witness

.....
 Name of Witness (BLOCK LETTERS)

.....
 Address of Witness

**EXECUTION BY TRANSFERORS
 ATTACHED, SEE ANNEXURE C**

.....
 Signature of Transferors

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

.....
 Signature of Witness

.....
 Name of Witness (BLOCK LETTERS)

.....
 Address of Witness

D.L.I.
 Signature of Transferee's Solicitor

**DUNCAN LI
 SOLICITOR**
 Unit 5, No. 2 Baden Road
 Neutral Bay 2089
 NSW 1585

NSW GOVERNMENT (Office use only)

*EM23
 066*



7820
 4820
TRANSFER
RELEASING EASEMENT
 Real Property Act 1900

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 979203
 Copy C
 R1

Office of Sta
 005215 10/20/2002 20 1249 561091

(A) **LAND**
 Show no more than 20 References to title

DOMINANT TENEMENT (Land Benefited)	SERVIENT TENEMENT (Land Burdened)
See copy "C" over page	

(B) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	
IW	DUNCAN LI SOLICITOR UNIT 5 NO. 2 BADEN RD, NEUTRAL BAY 2089 REFERENCE (max. 15 characters): PH: 953-6885	TR

(C) **EASEMENT**

Number	Nature of Easement
DP 641428	RIGHT OF ACCESS

(D) **TRANSFEROR**
 (Registered Proprietor of dominant tenement)

SEE ANNEXURE A

(E) acknowledges receipt of the consideration of ... \$10,000.00 and as registered proprietor of the dominant tenement
TRANSFERS and RELEASES the abovementioned Easement to the TRANSFEREE as registered proprietor of the servient tenement.

(F) **TRANSFEE**
 (Registered Proprietor of servient tenement)

SEE ANNEXURE B

(G) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE

Signed in my presence by the Transferor who is personally known to me,

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address of Witness

**EXECUTION BY TRANSFERORS
 ATTACHED, SEE ANNEXURE C**
 Signature of Transferor

Signed in my presence by the Transferee who is personally known to me,

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address of Witness

D.L.
 Signature of Transferee's Solicitor
**DUNCAN LI
 SOLICITOR**
 Unit 5, No. 2 Baden Road
 Neutral Bay 2089
 NSW 1585
 (Office use only)

Em23
 0.16

U979203

10-1280

REGISTRATION DIRECTION ANNEXURE

Use this side only for Second Schedule directions
 DO NOT USE BOTH SIDES OF THE FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
121/847116	UNDR ON	EA UA	DP64428	Released as it affects Lots 10 & 11 in DP702723 Lot 26 in DP827947 Lots 126 & 136 in DP847116 Lot 1 in DP40788 and Lot 407 in DP752034
122/847116	UNDR ON	EA UA	DP64428	Released as regards the part formerly in 204/827948
	UNDR ON	EA UB	DP64428	Released as it affects Lots 10 & 11 in DP702723 Lot 26 in DP827947 Lots 126 & 136 in DP847116 Lot 1 in DP40788 and Lot 407 in DP752034 as regards the part formerly in 22/827947.
123-125/847116	OFF	EB	DP64428	
	OFF	EA	DP64428	
136/847116	UNDR ON	EC UA	DP64428	Released as it is appurtenant to all benefited lots except Lot 6 in DP270039 and Lot 11 in DP702723
CT - 377				

0779203

10-1250

REGISTRATION DIRECTION ANNEXURE

Use this side only for Second Schedule directions
 DO NOT USE BOTH SIDES OF THE FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
121/847116	UNDR	EA	DP64428	Released as it affects Lots 10 & 11 in DP 702723 Lot 26 in DP 827947 Lots 126 & 136 in DP 847116 Lot 1 in DP 410788 and Lot 407 in DP 752034
	DN	VA		
132/847116	UNDR	EA	DP641428	Released as regards the part formerly in 204/827948
	DN	VA		
	UNDR	EA	DP641428	Released as it affects Lots 10 & 11 in DP 702723 Lot 26 in DP 827947 Lots 126 & 136 in DP 847116 Lot 1 in DP 410788 and Lot 407 in DP 752034 as regards the part formerly in 28/827947
	DN	VB		
135/847116	OFF	EB	DP64428	
	OFF	EA	DP641428	
136/847116	UNDR	EC	DP641428	Released as it is appurtenant to all benefited lots except Lot 6 in DP 70039 and Lot 11 in DP 702723
	DN	VA		
CT -- 371				

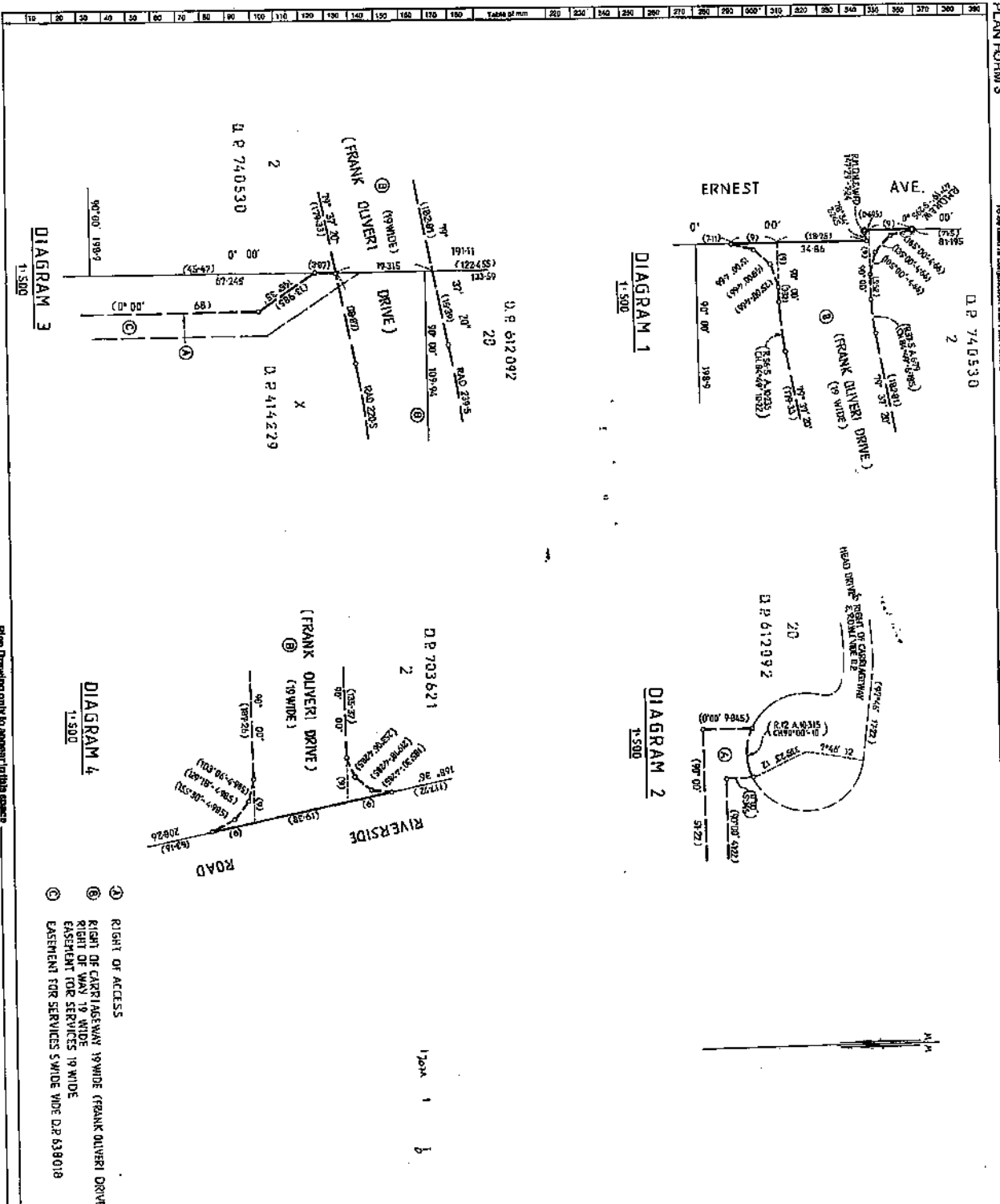
2

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CLEARING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



- ① RIGHT OF ACCESS
- ② RIGHT OF CARRIAGEWAY 19 WIDE (FRANK OLIVERI DRIVE)
- ③ RIGHT OF WAY 19 WIDE EASEMENT FOR SERVICES 19 WIDE
- ④ EASEMENT FOR SERVICES 5 WIDE WIDE D.P. 639018

Plan Drawings only to appear in this space

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200
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Scale of mm: 1:10, 1:20, 1:30, 1:40, 1:50, 1:60, 1:70, 1:80, 1:90, 1:100, 1:110, 1:120, 1:130, 1:140, 1:150, 1:160, 1:170, 1:180, 1:190, 1:200

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 18th November, 1988

DP 0641428
 Registered: 7 16 11 1988
 Plan Form 2 of my plan 2 shown
 Surveyor's registered name: *[Signature]*
 Date of plan: 1988/11/16
 Date of registration: 21st April 1988
 Surveyor's registered name: *[Signature]*
 Date of plan: 1988/11/16
 Date of registration: 21st April 1988
 Registrar General's stamp and signature: *[Signature]*
 Reduction Ratio: 500
 Surveyor's reference: 39/82-2A

Form 21

(Reg. 52D)

00524

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

Lengths are in metres.

(Sheet 1 of 9 sheets)

PART 1

Plan: D.P. 641428

Plan of right of access, right of carriageway, right of way and easement for services over part of lots 10 and 11 D.P. 702723, lot 2 D.P. 740530, lot 20 D.P. 612092, lot 2 D.P. 703621, lot X in D.P. 414229 (being the land in Certificate of Title Volume 7939 Folio 164) and portion 407 (being the land in Certificate of Title Volume 15234 Folio 104) and land in D.P. 410788 (being the land in Certificate of Title Volume 7898 Folio 23).

Full name and address of Proprietor of the Land:

HOLLAND ENTERPRISES PTY. LIMITED
 (in liquidation)
 440 PACIFIC HIGHWAY,
 ARLBOROUGH NSW 2064

PERMANENT TRUSTEE AUSTRALIA LIMITED
 -LEVEL 23 - 110 WILLIAM STREET,
 -NSW - SYDNEY - NSW - 2000 -
 -NSW - 2000 -
 -LEVEL 7 - 28-30 O'CONNELL ST. STONEY

1.

Identity of easement restriction or positive covenant firstly referred to in the above-mentioned Plan:

Right of access.

Schedule of Lots, etc. affected

Lots Burdened	Lots, roads or Authority, Benefitted
Lot 20 D.P. 612092	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 2 D.P. 703621, Lot X D.P. 414229, Port. 407 and land in D.P. 410788.
Lot X D.P. 414229	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 2 D.P. 703621, Lot 20 D.P. 612092, Port. 407 and land in D.P. 410788.
Lot 11 D.P. 702723	Lot 1 D.P. 740530, Lot 10 D.P. 702723, Lot 2 D.P. 703621, Lot 20 D.P. 612092, Port. 407 and land in D.P. 410788, Lot X D.P. 414229.

GPB05281:PL21562

[Signature]

12-09-88(1)

REGISTERED 16.11.1988

Form 21

(Reg. 52D)

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

Lengths are in metres.

(Sheet 2 of 9 sheets)

PART 1

Plan: D.P. 641428

Plan of right of access, right of carriageway, right of way and easement for services over part of lots 18 and 11 D.P. 702723, lot 2 D.P. 740530, lot 20 D.P. 612092, lot 2 D.P. 703621, lot X in D.P. 414229 (being the land in Certificate of Title Volume 7939 Folio 164) and portion 407 (being the land in Certificate of Title Volume 15234 Folio 104) and land in D.P. 410788 (being the land in Certificate of Title Volume 7898 Folio 23).

Schedule of Lots, etc. affected

Lots Burdened

Lot 10 D.P. 702723

Land in D.P. 410788

Lot 2 D.P. 703621

Port. 407

Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Lot 20 D.P. 612092, Lot X D.P. 414229, Port. 407 and land in D.P. 410788.

Right of carriageway 19 wide (Frank Oliver's Drive)

Identity of easement restriction or positive covenant secondly referred to in the above-mentioned Plan:

Schedule of Lots, etc. affected

Lots Burdened	Lots, roads or Authority, Benefitted
Lot 2 D.P. 740530	Lot 20 D.P. 612092, Lots 10 & 11 D.P. 702723, Port. 407, Lot X D.P. 414229, Lot 2 D.P. 703621 and land in D.P. 410788.

[Signature]

18th November, 1988

REGISTERED 16.11.1988

10 20 30 40 50 60 70 80 90 100 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 18th November, 1988



2

Handwritten signature

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

Form 21 (Reg. 520)

Lengths are in metres. (Sheet 3 of 9 sheets)

PART 1

Plan: D.P. 641428

Plan of right of access, right of carriage, right of way and easement for services over part of lots 10 and 11 D.P. 702723, Lot 2 D.P. 740530, Lot 20 D.P. 612092, Lot 2 D.P. 703621, Lot X in D.P. 414229 (being the land in Certificate of Title Volume 7939 Folio 164) and portion 407 (being the land in Certificate of Title Volume 15224 Folio 104) and land in D.P. 410788 (being the land in Certificate of Title Volume 7856 Folio 23).

Schedule of lots, etc. affected

Lots Burdened	Lots, roads or Authority, Benefited
Lot 20 D.P. 612092	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Port. 407, Lot X D.P. 414229, Lot 2 D.P. 703621 and land in D.P. 410788.
Lot X D.P. 414229	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Port. 407, Lot X D.P. 414229 and land in D.P. 410788.
Lot 2 D.P. 703621	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Port. 407, Lot X D.P. 414229 and land in D.P. 410788.

3. Identity of easement restriction or positive covenant thirdly referred to in the above-mentioned plan.

Right of way 19 wide.

Schedule of lots, etc. affected

Lots Burdened	Lots, roads or Authority, Benefited
Lot 2 D.P. 740530	The Council of the City of Liverpool.

REGISTERED 15/16/11/1988

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

Form 21 (Reg. 520)

Lengths are in metres. (Sheet 4 of 9 sheets)

PART 1

Plan: D.P. 641428

Plan of right of access, right of carriage, right of way and easement for services over part of lots 10 and 11 D.P. 702723, Lot 2 D.P. 740530, Lot 20 D.P. 612092, Lot 2 D.P. 703621, Lot X in D.P. 414229 (being the land in Certificate of Title Volume 7939 Folio 164) and portion 407 (being the land in Certificate of Title Volume 15224 Folio 104) and land in D.P. 410788 (being the land in Certificate of Title Volume 7856 Folio 23).

4. Identity of easement restriction or positive covenant fourthly referred to in the above-mentioned plan.

Easement for Services 19 wide.

Schedule of lots, etc. affected

Lots Burdened	Lots, roads or Authority, Benefited
Lot 20 D.P. 612092	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Port. 407 and land in D.P. 410788.
Lot X D.P. 414229	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Port. 407 and land in D.P. 410788.
Lot 2 D.P. 703621	Lot 2 D.P. 740530, Lots 10 & 11 D.P. 702723, Port. 407, Lot X D.P. 414229 and land in D.P. 410788.
Lot 2 D.P. 740530	Lot 20 D.P. 612092, Lots 10 & 11 D.P. 702723, Port. 407, Lot X D.P. 414229, Lot 2 D.P. 703621 and land in D.P. 410788.

REGISTERED 15/16/11/1988

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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 18th November, 1988



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

Form 21 (Reg. 5.2D)

Lengths are in metres. (Sheet 9 of 9 sheets)

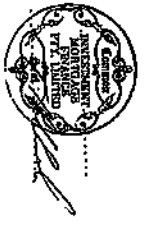
Plan: D.P. 641428

PAGE 2

Plan of right of access, right of carriage, right of way and easement pertaining over Part of Lots 10 and 11 D.P. 702723, Lot 2 D.P. 740530, Lot 20 D.P. 612092, Lot 2 D.P. 702621, Lot X in D.P. 444229 (being the land in Certificate of Title Volume 7939 and 1641 and portion 407 being the land in Certificate of Title Volume 8524- Pollo 104) and Lot 1 in D.P. 410788 (being the land in Certificate of Title Volume 7856 Pollo 73).

Liverpool jointly provided that any consent that may be given shall be made and done in all respects at the cost and expense of the person or corporation requesting such consent and no consent shall be given by the Council of the City of Liverpool, or any officer thereof, until the cost and expense provided for in the instrument has been paid to the Council of the City of Liverpool. The Council of the City of Liverpool shall be entitled to require the person or corporation requesting such consent to provide a bank guarantee in favour of the Council of the City of Liverpool for the cost and expense provided for in the instrument. The Council of the City of Liverpool shall be entitled to require the person or corporation requesting such consent to provide a bank guarantee in favour of the Council of the City of Liverpool for the cost and expense provided for in the instrument. The Council of the City of Liverpool shall be entitled to require the person or corporation requesting such consent to provide a bank guarantee in favour of the Council of the City of Liverpool for the cost and expense provided for in the instrument.

The Common Seal of INVESTMENT MANAGEMENT PTY LIMITED was lawfully affixed in the presence of:



Investment Management Pty Limited
Group A Director
Name: KAREN SINDLER
Address: 1/111 Macquarie Street, Sydney, NSW 2000
Date: 16/11/88
Name: PETER BOSGARD JR
Address: 1/111 Macquarie Street, Sydney, NSW 2000
Date: 16/11/88

WESTPAC FINANCE PTY LIMITED
No. 41666 consents to the easements contained in the within section 88B instrument BUT without prejudice to its rights powers and remedies under such mortgage against the mortgagor personally and as regards the land comprised therein.
SIGNED for and on behalf of WESTPAC FINANCE PTY LIMITED by Gwyneth Ann Peate and Robert Stanley Wick Lee Attorneys
In the presence of:
MICHELLE ANGELO
SINGULAR

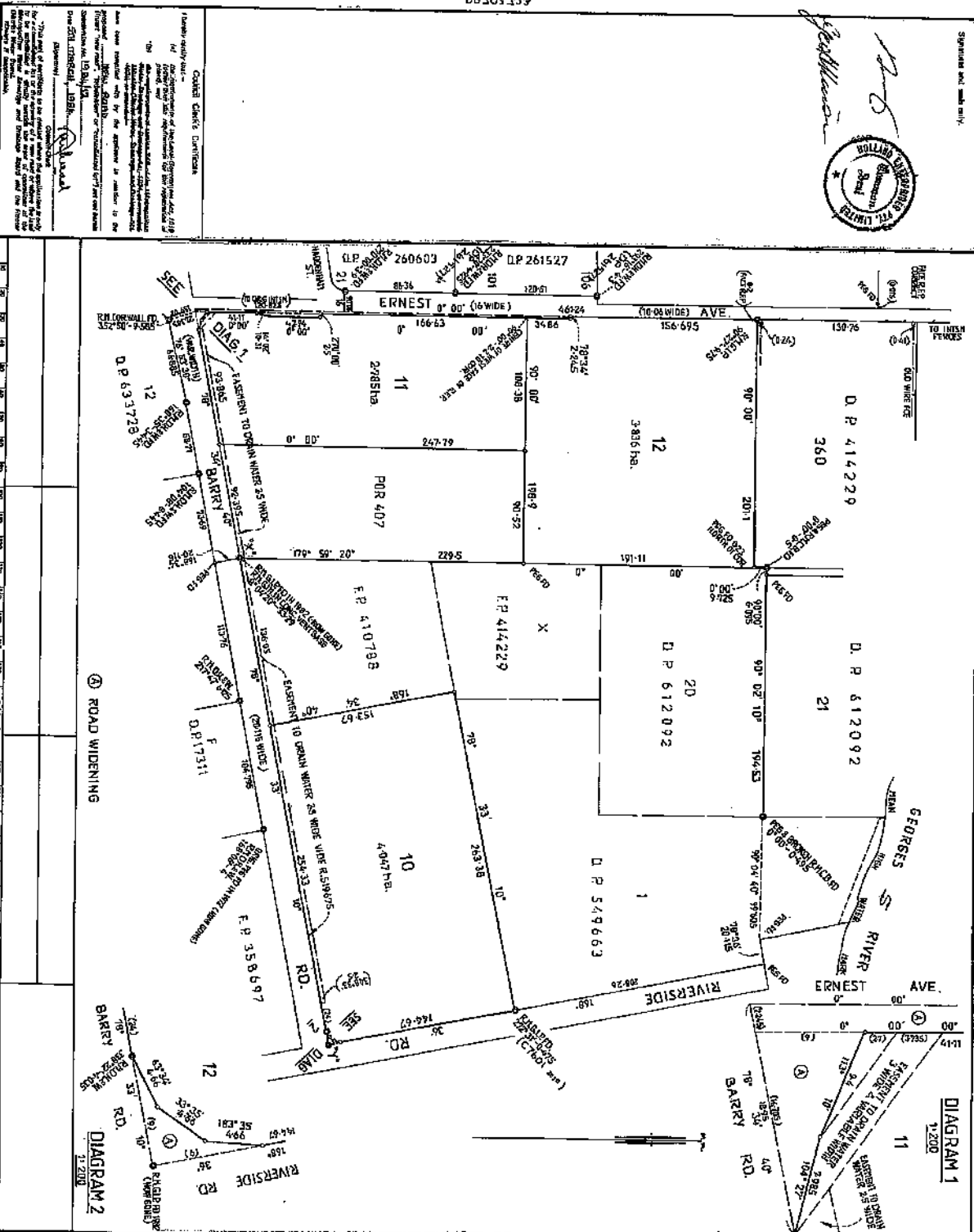
WESTPAC FINANCE PTY LIMITED
Group A Director
Name: Gwyneth Ann Peate
Address: 1/111 Macquarie Street, Sydney, NSW 2000
Date: 16/11/88
Name: Robert Stanley Wick Lee
Address: 1/111 Macquarie Street, Sydney, NSW 2000
Date: 16/11/88

10 20 30 40 50 60 70 80 90 100 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 18th November, 1988



PLAN FORM 2



1. I hereby certify that the plan is a true and correct copy of the original plan as shown to me by the applicant and that it is in accordance with the provisions of the Conveyancing Act 1919-1964 and the Land Acquisition Act 1924-1964.

2. I hereby certify that the plan is a true and correct copy of the original plan as shown to me by the applicant and that it is in accordance with the provisions of the Conveyancing Act 1919-1964 and the Land Acquisition Act 1924-1964.

3. I hereby certify that the plan is a true and correct copy of the original plan as shown to me by the applicant and that it is in accordance with the provisions of the Conveyancing Act 1919-1964 and the Land Acquisition Act 1924-1964.

4. I hereby certify that the plan is a true and correct copy of the original plan as shown to me by the applicant and that it is in accordance with the provisions of the Conveyancing Act 1919-1964 and the Land Acquisition Act 1924-1964.

5. I hereby certify that the plan is a true and correct copy of the original plan as shown to me by the applicant and that it is in accordance with the provisions of the Conveyancing Act 1919-1964 and the Land Acquisition Act 1924-1964.

6. I hereby certify that the plan is a true and correct copy of the original plan as shown to me by the applicant and that it is in accordance with the provisions of the Conveyancing Act 1919-1964 and the Land Acquisition Act 1924-1964.

M.P.D.

WARNING: CEASING ON FOLDING WILL LEAD TO REJECTION

SHAPERS' MARKING: 39/61

DP 702723

DP 702723
 1:200

Project: **CHIPPING NORRION HOUSWORTHY CUMBERLAND**

Location: **LIVERPOOL**

Localities: **CHIPPING NORRION HOUSWORTHY CUMBERLAND**

Owner: **CUMBERLAND**

Plan Name: **PLAN OF SUBDIVISION OF ROAD WIDENING (H) PORTIONS 388, 359 & 479 & EASEMENTS IN PORTIONS 358 & 407**

Scale: **1:200**

Author: **1984/12 OF 5.7.1984**

System: **TORRENS**

Project: **SUBDIVISION AND EASEMENT**

Ref. No.: **U9145 - 6***

Lot Area: **39/61**

1) PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919-1964 IT IS INTENDED TO CREATE -
 1) EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE WIDTH
 2) EASEMENT TO DRAIN WATER 2.5 WIDE

IT IS INTENDED TO DEDICATE THE ROAD WIDENINGS TO THE PUBLIC AS ROAD.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919-1964 IT IS INTENDED TO CREATE -
 1) EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE WIDTH
 2) EASEMENT TO DRAIN WATER 2.5 WIDE

DP 702723

PLAN FORM 2

GOVERNOR, STATE AND TERRITORY REGISTRATION
 The Registrar-General has received from the applicant a plan of subdivision of land in accordance with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW). The Registrar-General is satisfied that the plan complies with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW) and is hereby registered.

APPLICANT: **GRAHAM JOHN LORE**
 & **KERITH ALLAN BATE**
 44 Ryeburn Road
 Ryeburn NSW 2176

DATE OF REGISTRATION: 18/12/2019

PLAN OF SUBDIVISION OF LAND IN ACCORDANCE WITH THE PROVISIONS OF THE REAL PROPERTY ACT 1900 (NSW) AND THE REAL PROPERTY REGULATION 2015 (NSW).

THE REGISTRAR-GENERAL IS SATISFIED THAT THE PLAN COMPLIES WITH THE PROVISIONS OF THE REAL PROPERTY ACT 1900 (NSW) AND THE REAL PROPERTY REGULATION 2015 (NSW) AND IS HEREBY REGISTERED.

APPLICANT: **GRAHAM JOHN LORE**
 & **KERITH ALLAN BATE**
 44 Ryeburn Road
 Ryeburn NSW 2176

DATE OF REGISTRATION: 18/12/2019

Council Clerk's Certificate

1. I have examined the plan and find that it complies with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW) and is hereby certified.

2. I have examined the plan and find that it complies with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW) and is hereby certified.

3. I have examined the plan and find that it complies with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW) and is hereby certified.

4. I have examined the plan and find that it complies with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW) and is hereby certified.

5. I have examined the plan and find that it complies with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW) and is hereby certified.

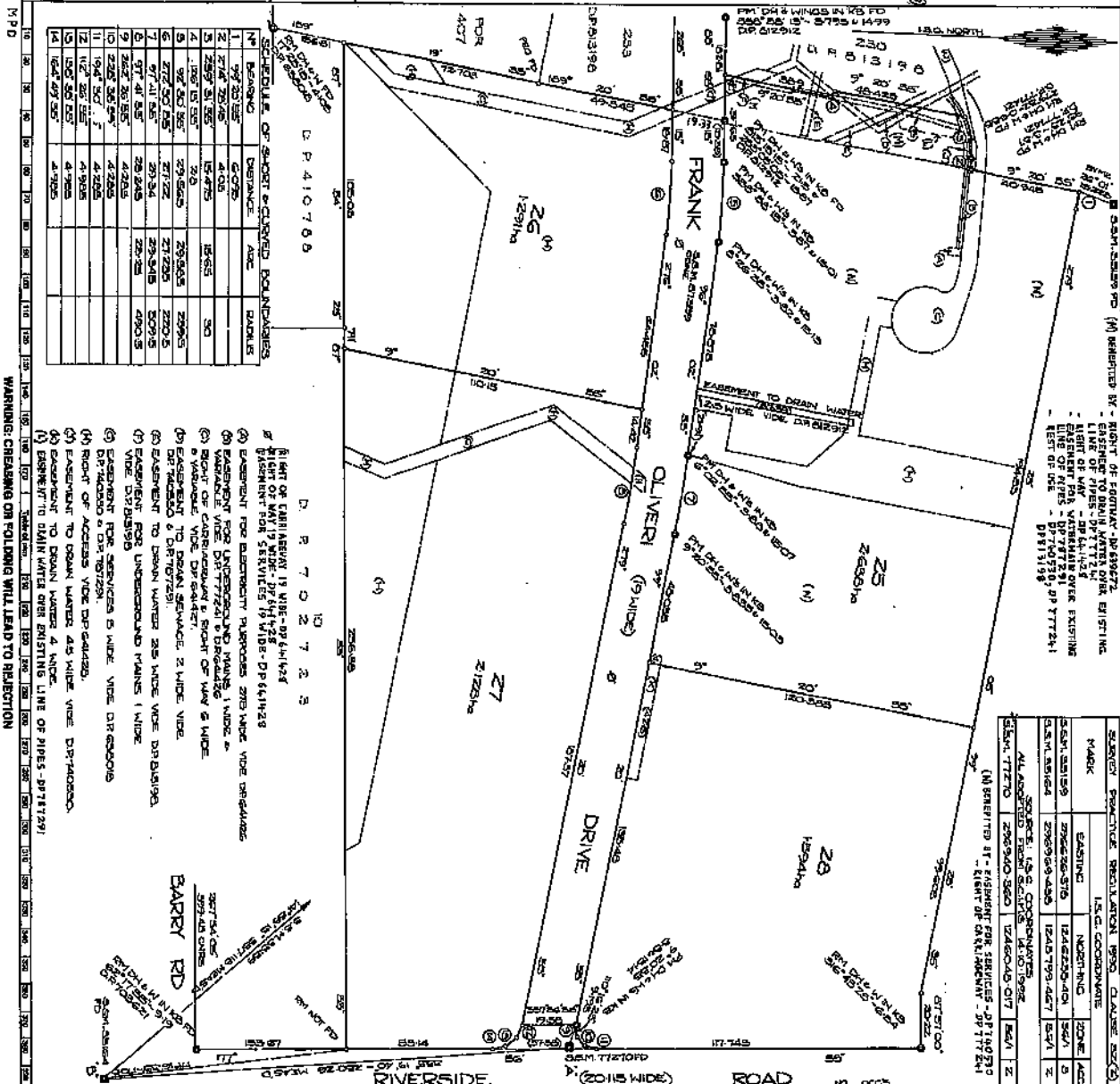
6. I have examined the plan and find that it complies with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW) and is hereby certified.

7. I have examined the plan and find that it complies with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW) and is hereby certified.

8. I have examined the plan and find that it complies with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW) and is hereby certified.

9. I have examined the plan and find that it complies with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW) and is hereby certified.

10. I have examined the plan and find that it complies with the provisions of the Real Property Act 1900 (NSW) and the Real Property Regulation 2015 (NSW) and is hereby certified.



MARK	PLAN OF SUBDIVISION	SECTION	1:100	1:200	1:500	1:1000
1	25	25	25	25	25	25
2	26	26	26	26	26	26
3	27	27	27	27	27	27
4	28	28	28	28	28	28
5	29	29	29	29	29	29
6	30	30	30	30	30	30
7	31	31	31	31	31	31
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25	49	49	49	49	49	49
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27	51	51	51	51	51	51
28	52	52	52	52	52	52
29	53	53	53	53	53	53
30	54	54	54	54	54	54
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41	65	65	65	65	65	65
42	66	66	66	66	66	66
43	67	67	67	67	67	67
44	68	68	68	68	68	68
45	69	69	69	69	69	69
46	70	70	70	70	70	70
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55	79	79	79	79	79	79
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66	90	90	90	90	90	90
67	91	91	91	91	91	91
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70	94	94	94	94	94	94
71	95	95	95	95	95	95
72	96	96	96	96	96	96
73	97	97	97	97	97	97
74	98	98	98	98	98	98
75	99	99	99	99	99	99
76	100	100	100	100	100	100

PLAN OF SUBDIVISION OF LAND IN ACCORDANCE WITH THE PROVISIONS OF THE REAL PROPERTY ACT 1900 (NSW) AND THE REAL PROPERTY REGULATION 2015 (NSW).

THE REGISTRAR-GENERAL IS SATISFIED THAT THE PLAN COMPLIES WITH THE PROVISIONS OF THE REAL PROPERTY ACT 1900 (NSW) AND THE REAL PROPERTY REGULATION 2015 (NSW) AND IS HEREBY REGISTERED.

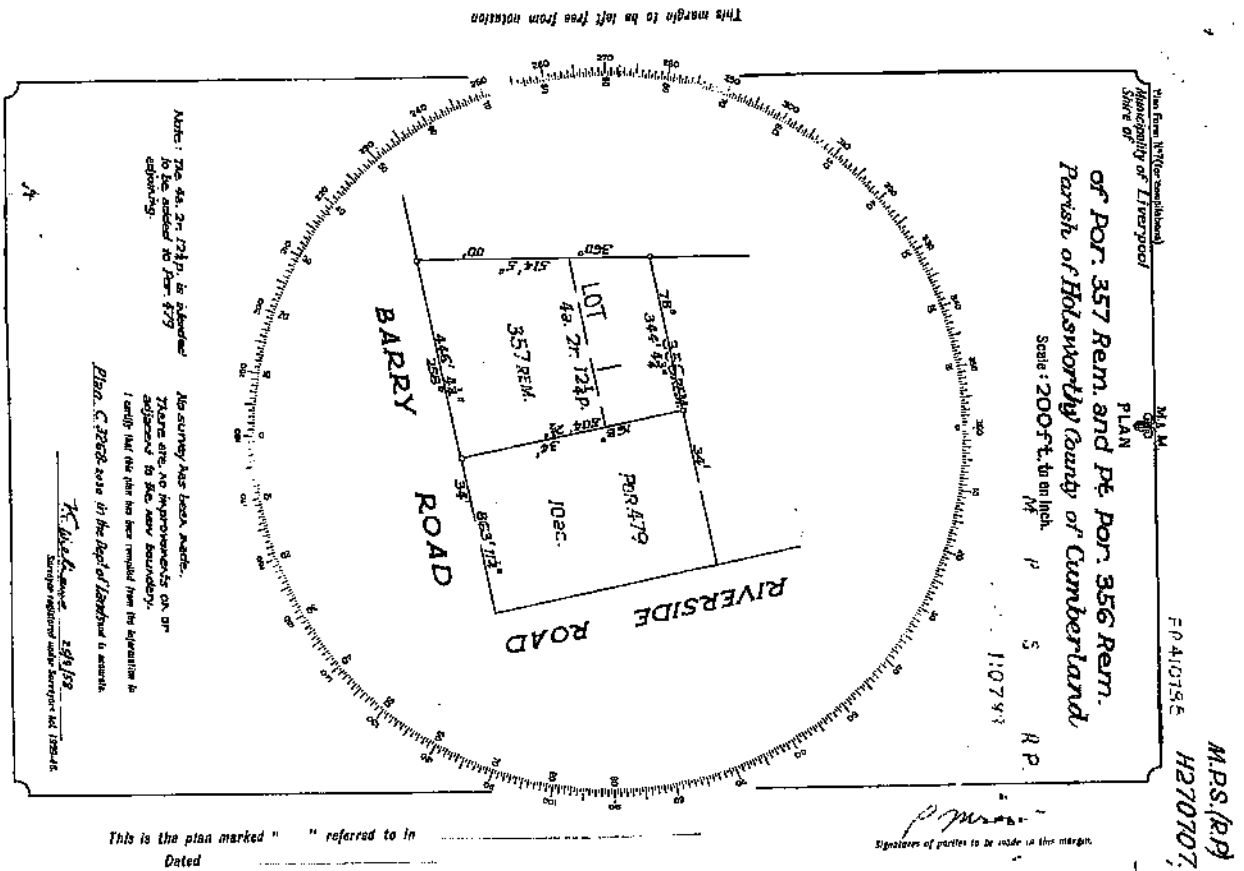
APPLICANT: **GRAHAM JOHN LORE**
 & **KERITH ALLAN BATE**
 44 Ryeburn Road
 Ryeburn NSW 2176

DATE OF REGISTRATION: 18/12/2019

This negative is a photocopy made as a permanent record of a document in the custody of the Registrar General this day, 20th January 1993



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 17th NOVEMBER, 1989	PLAN IN THE LAND TITLES OFFICE AMENDMENTS AND/OR ADDITIONS MADE ON
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M.P.S. (P)
H270707

F.P. 410788

M.A.M.

From North-southward
direction of Liverpool
Street of

PLAN
 of PAR. 357 Rem. and Pt PAR. 356 Rem.
 Parish of Holsworthy County of Cumberland
 Scale: 200 Ft. to an Inch.
 1093.

This margin to be left free from notation

Note: The 49.2m 124p. is amended to be added to Par. 377 adjoining.

This survey has been made. There are no improvements on or adjacent to the new boundary. I certify that the plan has been made from the information in Plan C 32528 case in the Dept of Land and Water Conservation.

K. G. ... 1989/198
 Survey registered under Survey Act 1981-82

PLAN AMENDED IN LTD. 19-11-1989

CONVERSION TABLE ADDED IN
 DEPARTMENT OF LANDS
 DP 410788

FEET INCHES	METERS
3/4	0.363
4/4	1.4129
4 1/4	1.4972
4 3/4	176.049
4 1/4	1.8583
5 1/2	2.0324
5 1/4	2.0328
5 3/4	2.0328
AC RD. P.	HA
4 2 12 3/4	1.852
10 -	4.047

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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PLAN IN THE LAND TITLES OFFICE
 This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 5th June, 1991

AMENDMENTS AND/OR ADDITIONS MADE ON

REGISTRATION SERVING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE
 GRANTED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
 Location are in metres (Sheet 1 of 9 Sheets)

Plan DP 740530
 Subdivision covered by Council Clerk's Certificate No.1987/6 dated 29/11/ 1992

Full name and address of RECORDATOR of the Land
 BRUNO BARRONIS PTY. LIMITED,
 446 PACIFIC HIGHWAY,
 ANSONIA, N.S.W. 2064

1. Identity of easement firstly referred to in the above mentioned plan
 RIGHT OF CHARITABLE 6 WIDE

Schedule of Lots, etc. affected

Lots benefited
 1

2. Identity of easement secondly referred to in the above mentioned plan
 EASEMENT FOR PEGS MARK 1 WIDE

Schedule of Lots, etc. affected

Lots benefited
 1

3. Identity of easement thirdly referred to in the above mentioned plan
 EASEMENT FOR SERVICES 5 WIDE

Schedule of Lots, etc. affected

Lots benefited
 1

4. Identity of easement fourthly referred to in the above mentioned plan
 EASEMENT NO DRAIN SERVICES 2 WIDE

Schedule of Lots, etc. affected

Lots benefited
 2

REGISTERED 2012/1987

REGISTRATION SERVING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE
 GRANTED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
 Location are in metres (Sheet 2 of 9 Sheets)

Plan DP 740530
 Subdivision covered by Council Clerk's Certificate No.1987/6 dated 29/11/ 1992

5. Identity of easement firstly referred to in the above mentioned plan
 EASEMENT FOR UNDERGROUND WATERS 1 WIDE AND VARIABLE WIDE

Schedule of Lots, etc. affected

Lots benefited
 1 and 2
 Authority Benefited
 Prospect County Council

6. Identity of easement secondly referred to in the above mentioned plan
 EASEMENT FOR UNDERGROUND WATERS 1.5 WIDE AND VARIABLE WIDE

Schedule of Lots, etc. affected

Lots benefited
 2
 Authority Benefited
 Prospect County Council

7. Identity of easement thirdly referred to in the above mentioned plan
 EASEMENT FOR RECREATION PURPOSES VARIABLE WIDE

Schedule of Lots, etc. affected

Lots benefited
 1
 Authority Benefited
 Prospect County Council

8. Identity of easement fourthly referred to in the above mentioned plan
 EASEMENT FOR SERVICES 1 WIDE

Schedule of Lots, etc. affected

Lots benefited
 1

2
 Lot 20 D.P. 612098 - 44/5223 56, 126
 Lot 2 D.P. 70321 - 44/5223 2/254, 21
 Lot 8 D.P. 41239 - 44/5223 44, 269 44, 44
 Lot 10 & 11 D.P. 70723 24, 25, 47, 228
 Lot 12 D.P. 40788 and 47, 228
 Per. 407 Parish of Belconnen - 44/5223 4
 56, 102 and 44/754 56, 25

REGISTERED 2012/1987

10 20 30 40 50 60 70 Table of mm 110 120 130 140

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 5th June, 1991

2

RESTRICTIONS SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE GRANTED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
 (Sheet 3 of 9 Sheets)

Plan: Subdivision covered by Council Clark's Certificate No.1987/dated 29/1/1991
 DP 740530

9. Tenacity of easement INTENTY referred to in the abovementioned Plan:
 PASSAGE TO IRWIN WATER 4.5 METRE

Lots burdened: 2
 Lots benefited: 1

10. Identity of restriction generally referred to in the abovementioned Plan:
 RESTRICTIONS AS TO USER

Lots burdened: 1
 Authority benefited: The Council of the City of Liverpool

11. Identity of restriction generally referred to in the abovementioned Plan:
 RESTRICTIONS AS TO USER

Lots burdened: 1
 Lots benefited: 2

12. Identity of restriction generally referred to in the abovementioned Plan:
 RESTRICTIONS AS TO USER

Lots burdened: 2
 Lots benefited: Metropolitan Water Sewerage & Drainage Board

REGISTERED 29/1/1991

RESTRICTIONS SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE GRANTED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
 (Sheet 4 of 9 Sheets)

Plan: Subdivision covered by Council Clark's Certificate No.1987/dated 29/1/1991
 DP 740530
 SHEET 2

1. Terms of easement for water main 1 wide generally referred to in abovementioned plan:
 Full and free right for every person who is at any time entitled to an estate or interest in possession in the land hereinafter indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him from time to time and at all times to dig, use and maintain under the surface of so much of the servient tenement as is indicated on the abovementioned plan (hereinafter called "the burdened land") a line of pipes for use as a water main to carry water in any quantities under and through the burdened land for use upon the dominant tenement or any part thereof or any land contiguous thereto, RIGHTS HEREIN the right to use, for the purposes or any line of pipes in replacement or in substitution thereof, TOGETHER WITH the right to the free and uninterrupted passage of such water within and through the burdened land or any part thereof by means of any such pipes, TOGETHER WITH the right for the grantee and every person authorised by him, with any tools, appliances or machinery, necessary for the purpose, to enter upon the servient tenement and to remove therefrom any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing any such pipes or any part thereof (including any such line of pipes already laid or in substitution thereof) and for any of the abovementioned purposes to open the soil of the burdened land for so long as may be necessary TOGETHER that the grantee shall be empowered and authorised by him to take all reasonable precautions to ensure as hereinafter expressed as possible to the parties of the servient tenement and will observe that condition as hereby as practicable to its original condition.

2. Terms of easement for services 5 wide generally referred to in abovementioned plan:
 Full and free right for every person who is at any time entitled to an estate or interest in possession in the land hereinafter indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all such times to place, use and maintain under the surface of so much of the servient tenement as is indicated on the abovementioned plan (hereinafter called "the burdened land") such drains, cuttings, ditches, wires, cables, pipes, conduits, apparatuses or works (hereinafter called "the works") for the reception of water, gas, electricity, telephone, sewerage, drainage, communication, cable television, mechanical, fire safety, security and any land services to and from the servient tenement or any part thereof and any land contiguous thereto TOGETHER WITH the right to use, for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing any such drains, cuttings, ditches, pipes, conduits, apparatuses or works (including any such drains, cuttings, ditches, pipes, conduits, apparatuses or works already laid or in substitution thereof) and for any of the abovementioned purposes to open the soil of the burdened land for so long as may be necessary and authorised by him to take all reasonable precautions to ensure as hereinafter expressed as possible to the parties of the servient tenement and will observe that condition as hereby as practicable to its original condition.

REGISTERED 29/1/1991

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 5th June, 1991

3. Terms of easement to drain sewage 2 wide generally referred to in documentated plan

Full and free right for every person who is or at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorized by him, from time to time and at all times to place, use and maintain under the surface of so much of the servient tenement as is by the location on the architectural plan therein called "the Servient Tenement" a line of pipes for drainage of sewage and other waste materials and fixed in any convenient manner and through the land herein indicated as the dominant tenement for the purpose of the easement any line of pipes in replacement or in substitution thereof, together with the right to the line and underground passage of such drains under and through the bounded land or any part thereof by means of any such line of pipes, together with the right for the grantee and every person authorized by him, with any tools, implements or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing any such line of pipes or any part thereof (including any such line of pipes already laid or any in replacement or substitution thereof) and for any of the aforesaid purposes to open the soil of the bounded land to such extent as may be necessary PROVIDED that the grantee and the persons authorized by him will take all reasonable precautions to ensure as little disturbance as possible to the services of the servient tenement and will restore that surface as nearly as practicable to its original condition.

4. Terms of easement for underground main 1 wide and variable width slightly referred to in documentated plan

An easement for the transmission of electricity with full and free right leave liberty and license for the council and its successors to erect, construct, place, repair, renew, maintain, use and remove underground electricity transmission mains, wires, cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or to be transmitted through and along the said transmission mains, wires and cables and for the purposes of the erection, construction and placement of the electricity transmission mains, wires, cables and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors, workmen, vehicles, materials, machinery or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials, machinery, implements and things AND the registered proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on, over or under the said easement or above the surface level thereof or carry out any form of construction affecting the surface, underground or subsoil thereof without the council's

REGISTERED  24/01/1991

5. Terms of easement for underground main 1.5 wide and variable width strictly referred to in documentated plan

An easement for the transmission of electricity with full and free right leave liberty and license for the council and its successors to erect, construct, place, repair, renew, maintain, use and remove underground electricity transmission mains, wires, cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or to be transmitted through and along the said transmission mains, wires and cables and for the purposes of the erection, construction and placement of the electricity transmission mains, wires, cables and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors, workmen, vehicles, materials, machinery or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials, machinery, implements and things AND the registered proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on, over or under the said easement or above the surface level thereof or carry out any form of construction affecting the surface, underground or subsoil thereof without the council's permission in writing being first had and obtained PROVIDED that anything permitted by the council under the foregoing provisions shall be executed in all respects in accordance with the reasonable requirements of the council and to the reasonable satisfaction of the engineer of the council for the time being.

6. Terms of easement for electricity purposes variable width generally referred to in documentated plan

An easement for the transmission of electricity and for the purpose to install all necessary equipment (including transformers and underground transmission mains, wires, cables and ancillary works) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorized by the Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things PROVIDED that the Prospect County Council and the persons authorized by it will take all reasonable precautions to ensure as little disturbance as possible to the services of the said easement and will restore that surface as nearly as practicable to its original condition.

7. Terms of easement for services 1 wide slightly referred to in documentated plan

Full and free right for every person who is or at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorized by him, from time to time and at all such times to place, use and



REGISTERED  24/01/1991

140	130	120	110	100	90	80	70	60	50	40	30	20	10
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PLAN IN THE LAND TITLES OFFICE

AMENDMENTS AND/OR ADDITIONS MADE ON

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 5th June, 1991

DISCLAIMER: SIGNING THIS FORM OF AGREEMENT AND PROVISIONS AS TO HEREIN IMPLIED NO RE-
CORDED EVIDENCE TO SECTION 88B OF THE CONVEYANCES ACT, 1919
(Sheet 9 of 9 Sheets)

Plan: DP 740530
Subdivision covered by Council Clerk's
Certificate No. 1987/Granted 29/1/1988

14. Name of person empowered to release, vary or modify agreement forthwith referred to in
above-mentioned plan:
Metropolitan Water Sewerage and Drainage Board.


15. Name of person empowered to release, vary or modify agreement aforesaid referred to in
above-mentioned plan:
The Council of the City of Liverpool without the consent of any other person or
persons EXCEPT HEREIN any consent that may be given shall be void and done in all
respects at the cost and expense of the person or persons requesting such consent.

16. Name of person empowered to release, vary or modify restriction aforesaid referred to
in above-mentioned plan:
The Council of the City of Liverpool without the consent of any other person or
persons PROVIDED THAT any consent that may be given shall be void and done in all
respects at the cost and expense of the person or persons requesting such consent.

17. Name of person empowered to release, vary or modify restriction aforesaid referred
to in above-mentioned plan:
Bolland Enterprises Pty. Limited or such other person appointed in writing for the
purpose by Bolland Enterprises Pty. Limited.

The Common Seal of BOLLARD ENTERPRISES
PTY. LIMITED was heretofore affixed by
resolution of the Directors in the
presence of:

Secretary
Director



SMD-118

REGISTERED 2011/24/1987

**PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Ref.: 19134:85729
Ppty: 52566

Cert. No.: 3021

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4463035
Receipt Amt.: 53.00
Date: 18-Dec-2019

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

Legal Description: LOT 58 DP 857995

Street Address: 17 YACHTSMAN DRIVE, CHIPPING NORTON NSW 2170

Note: Items marked with an asterisk () may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

Note: Commonly Used Abbreviations:

LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument



1. Names of relevant planning instruments and DCPs

(a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

Liverpool LEP 2008

SEPPs*:

SEPP No. 33 – Hazardous and Offensive Development
SEPP No. 50 – Canal Estate Development
SEPP No. 55 – Remediation of Land
SEPP No. 62 – Sustainable Aquaculture
SEPP No. 65 – Design Quality of Residential Flat Development
SEPP (Building Sustainability Index: BASIX) 2004
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Infrastructure) 2007
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (State and Regional Development) 2011
SEPP (Education Establishments and Child Care Facilities) 2017
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP No 44 – Koala Habitat Protection
SEPP No 64 – Advertising and Signage

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

(b) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

(c) The name of each DCP that applies to the carrying out of development on the land.

Liverpool DCP 2008

2. Zoning and land use under relevant LEPs and /or SEPPs

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

- (a) Name of zone, and the EPI from which the land zoning information is derived.

R2 Low Density Residential - Liverpool LEP 2008

- (b) The purposes for which development may be carried out within the zone without the need for development consent

Home-based child care; Home occupations

- (c) The purposes for which development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings

- (d) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item (b) or (c)

- (e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

- (f) Does the land include or comprise critical habitat?



No

(g) Is the land in a conservation area (however described):

No

(h) Is there an item of environmental heritage (however described) situated on the land

No

3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code and Greenfield Housing Code	None	All of the land is identified as containing acid sulphate soils class 1 or 2 (Clause 1.19(1)(c) or Clause 1.19(5)(c))
Commercial and Industrial (New Buildings and Additions) Code	None	All of the land is identified as containing acid sulphate soils class 1 or 2 (Clause 1.19(1)(c) or Clause 1.19(5)(c))



Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	All	

Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

4. Coastal protection*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

4A. Certain information relating to beaches and coasts*

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(b) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

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

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection



services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

5. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No

6. Road widening and road realignment

Is the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?*

No

(b) An EPI?

No

(c) A resolution of the council?

No

7. Council and other public authority policies on hazard risk restrictions

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No



Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Acid Sulphate Soils	Liverpool LEP 2008	Yes
	Liverpool DCP 2008	Yes
Potentially Contaminated Land	Liverpool DCP 2008	Yes, see section 10 of Part 1 of the Liverpool DCP 2008
	Liverpool Growth Centre Precincts DCP*	No
Potentially Saline Soils	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

7A. Flood related development controls information

(a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

No

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

(b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

Yes

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?



No

9. Contribution Plans

Liverpool Contributions Plan 2018 – Established Area

9A. Biodiversity certified land*

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

No

10. Biobanking agreements*

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

10A. Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

No

12. Property vegetation plans*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

13. Orders under Trees (Disputes between Neighbours) Act 2006*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order

14. Directions under Part 3A*



Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing*

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

17. Site compatibility certificates and conditions for affordable rental housing*

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

18. Paper subdivision information*

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

19. Site verification certificates*

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No



Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

21. Affected building notices and building product rectification orders*

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

22. Contaminated land

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?

No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No

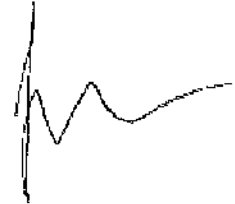
(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Subject of a site audit statement within the meaning of that Act? *

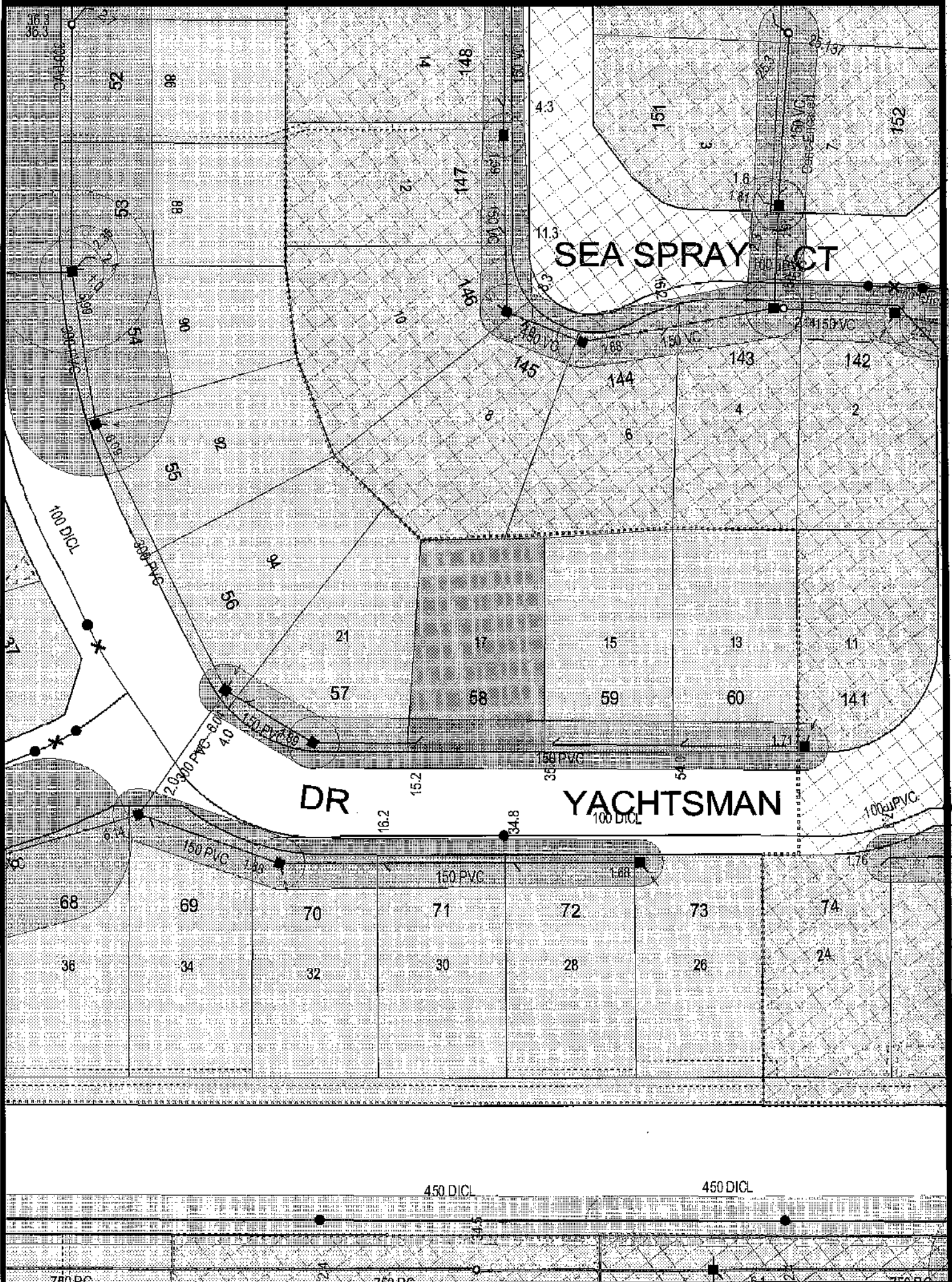
No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



For further information, please contact
CALL CENTRE – 1300 36 2170

Kiersten Fishburn
Chief Executive Officer
Liverpool City Council



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF LIVERPOOL

SUBURB OF CHIPPING NORTON

Copy of Diagram No. 4923992

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

	Manhole		P. Trap
	Chamber		Reflux Valve
	Lamphole		Cleaning Eye
	Boundary Trap		Vertical Pipe
	Inspection Shaft		Induct Pipe
	Pit		Mica Flap
	Grass Interceptor		Junction
	Gully		Rodding Point



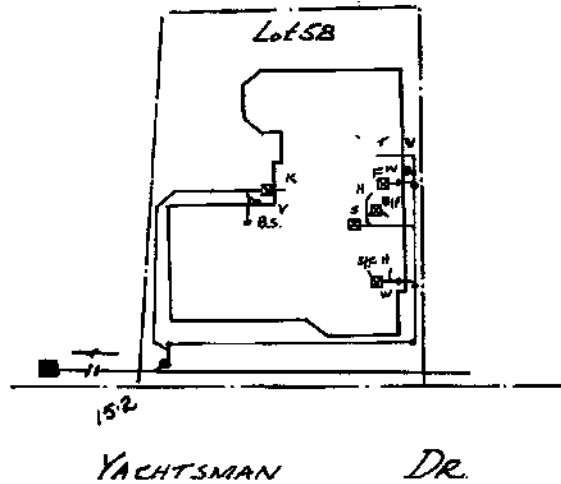
INDICATES - PLUMBING FIXTURES & DR FITTINGS

CO	Clear Out	SM	Bidet
D V	Vent Pipe	S	Shower
T	Tubs	DW.	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink
INDICATES - PLUMBING ON MORE THAN ONE LEVEL		O WS	Waste Stack
O SV	Soil Vent Pipe		

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).



Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s _____ Ur.s _____ Sewer Ref. _____ Sheet No. _____	DRAINAGE Inspected by Inspector _____	Date of Issue _____	PLUMBING Inspected YES NO
	Cert. Of Compliance No. _____	Outfall _____	Inspector _____
	Field Diagram Examined by _____	Drainer _____	Cert. Of Compliance No. _____
	Tracing Checked by _____	Plumber _____ Boundary Trap is not required	For Regional Manager _____

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

" A "

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?
 - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

Survey and building

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

- (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. 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.

ASPECT DEVELOPMENT & SURVEY PTY. LTD.

PO Box 161
KINGSGROVE NSW 2208
Phone (02) 9554 8388

DX11392
HURSTVILLE

164A Stoney Creek Road
BEXLEY NSW 2207
Facsimile (02) 9554 8588

19 July 1997

Mr D. Donohoe
c/- Henley Properties Group
91 George Street
PARRAMATTA NSW 2150

Our Ref: 06/976255
Your Ref: Lot 58 D.P. 857995
Re: Identification Survey Yachtsman Drive Chipping Norton.

SURVEY REPORT

This survey has been made in accordance with the Survey Practice Regulations 1996 for Identification purposes only, with regard to the new construction, and shall not be used for any other purpose. The information disclosed is based upon Certificate of Title search dated 21 April 1997.

DESCRIPTION: FOLIO IDENTIFIER 58/857995 BEING LOT 58 IN DEPOSITED PLAN 857995,
IN THE LOCAL GOVERNMENT AREA OF LIVERPOOL,
PARISH OF HOLSWORTHY, COUNTY OF CUMBERLAND .

Dear Sirs,

As instructed by you I have surveyed the above described land situated with a frontage to Yachtsman Drive Chipping Norton edged red on the attached diagram.

1. Standing upon and wholly within the boundaries of the subject land is a brick residence on concrete foundations with a tile roof.
2. The property bears neither name or number.
3. The residence complies with the provisions of clause 57(2) & 57(4) of the Local Government approvals regulations (1993).
4. There are no apparent easements affecting the subject land.
5. The subject property is affected by restrictions on the use of land created by Deposited Plan 857995 .
6. During the course of the survey no investigation has been undertaken to determine the existence of any subterranean encroachments.
7. If further improvements are proposed the boundaries of the subject land should be marked.

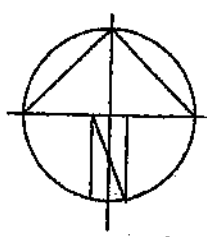
Yours Sincerely



D. Burton B. Surv., M.I.S. Aust
Surveyor Registered under the
Surveyors Act 1929 (as amended)

PEGOUT SKETCH

NORTH



C:\rosin\dp\5185\857995\lot_581 Aug. 08, 1997 09:27:55

LOT 74

LOT 56

18.27

58

30.935

31.23

WALL 1.22
GUTTER 1.04

LOT 57

LOT 59

BRICK RESIDENCE

GFFL 7.31

FFL 7.47

WALL
4.49

20.455

YACHTSMAN DRIVE

OUR REF: 06/976255
YOUR REF:
SURVEYED: 15.07.97

ASPECT DEVELOPMENT & SURVEY PTY LTD
LEVEL 1
164A STONEY CREEK ROAD
BEXLEY NSW 2207
PHONE 9554 8388 FAX 9554 8588

LOT: 58
DP : 857995
ADDRESS:
YACHTSMAN DRIVE
SUBURB: CHIPPING NORTO



NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D - Swimming Pools Act 1992

Pool No:	17f5ec98
Property Address:	17 YACHTSMAN DRIVE CHIPPING NORTON
Expiry Date:	17 December 2022
Issuing Authority:	Craig Hardy - Accredited Certifier - bpb0167

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

