

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 135704924	NSW DAN:
vendor's agent	Plus Agency 418 Victoria Avenue, Chatswood NSW 2067		Phone: 1300 572 155 Fax:
co-agent	Email: sales@plusagency.com.au		Ref: Fiona Hu
vendor	DAVID EDWARD GEORGE		
vendor's solicitor	Hills Conveyancing 24 Old Northern Rd Baulkham Hills NSW 2153		Phone: (02) 9688 7777 Fax:
date for completion	42 days after the contract date	(clause 15)	Email: enquiries@hillsconveyancing.com.au
land	502A/12 NANCARROW AVE RYDE NSW 2112		
(Address, plan details and title reference)	LOT 35 IN STRATA PLAN 97601 35/SP97601		
	☒ VACANT POSSESSION ☐ Subject to existing tenancies		
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☒ storage space ☐ none ☐ other:		
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:		

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

inclusions	☐ air conditioning	☐ clothes line	☒ fixed floor coverings	☒ range hood
	☐ blinds	☒ curtains	☒ insect screens	☐ solar panels
	☒ built-in wardrobes	☐ dishwasher	☐ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
Price	\$		Ref:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

Where there is more than one purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares, specify: _____

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
Signed By _____ Vendor _____ Vendor _____	Signed By _____ Purchaser _____ Purchaser _____												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

vendor agrees to accept a **deposit-bond**

☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**
(residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – 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 representative:

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)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☒ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate	☒ 33 property certificate for strata common property ☒ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 1989 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to off the plan contract
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover	Other ☐ 60
Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	

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

Netstrata
 298 Railway Parade, Carlton NSW 2218

tel:1300 638 787 (Main)
 hello@netstrata.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a *party* serves a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
 - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
 - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
 - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### **• Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
 - 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

502A/12 NANCARROW AVE RYDE NSW 2112

SECTION 66W CERTIFICATE

VENDORS:	("the Vendors")
PURCHASERS:	("the Purchasers")
PROPERTY:	("the Property")

I,

Solicitor/Barrister/Licensed Conveyancer certify as follows:

- (a) I am a Solicitor/Barrister/Licensed Conveyancer currently admitted to practice in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of the Property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.
- (c) I do not act for the Vendor and am not employed in the legal practice of a Solicitor/Barrister/Licensed Conveyancer acting for the Vendor now am I a member or employee of a firm of which a Solicitor/Barrister/Licensed Conveyancer acting for the Vendor is a member or employee.
- (d) I have explained to the Purchaser:
 - (i) the effect of the contract for the purchase of the Property
 - (ii) the nature of this certificate
 - (iii) the effect of giving this certificate to the Vendor ie. that there is no cooling off period in relation to the contract

Date:

.....

Signature

ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

33. Amendments to Printed Form

The form of contract annexed is amended as follows:

- (a) In Definitions any reference to a building society, credit union or other FCA institution as a settlement cheque is deleted;
- (b) Notwithstanding anything to the contrary herein contained the parties expressly agree that any claim for compensation whether under Clause 6 and 7 otherwise shall be deemed to be an objection or requisition for the purposes of Clause 8 hereof;
- (c) Delete Clause 7.1.1, amend 7.1.3 by deleting "within 14 days" and substituting with "within 7 days" and amending 7.2.1 by deleting the figure 10% and substituting with \$1.00;
- (d) Delete Clause 14.4.2;
- (e) Printed Clause 18 is amended by adding the following:
Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
- (f) Delete Clause 23.6 and 23.7;
- (g) Clause 23.13 delete and replace with the words "The vendor hereby authorizes the purchaser to obtain a certificate under s184 of the Strata Scheme Management Act 2015 and/or under s171 of the Community Land Management Act 2021"
- (h) Clause 23.14 is amended by deleting the words "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.";
- (i) Delete Clause 23.15;
- (j) Delete Clause 25;
- (k) Clause 31.2 of the Contract is hereby amended to now read "2" days in lieu of "5" days.

34. Capacity

If the Vendor or Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.

35. Representations, Warranties and Acknowledgements

- (a) The Purchaser acknowledges that no representations, inducements or warranties have been made by the Vendor or its agents or representatives relating to the present state or condition or relating to any proposed work or improvements to the property or any part thereof and the Purchaser purchases the property in its existing condition and state of repair.
- (b) The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract of binding on the parties hereto with respect to any of the matter to which this Contract relates.
- (c) The Purchaser warrants that he has not been introduced to the property other than by the Vendor's agents specified in this Contract. The Purchaser will indemnify the Vendor against any claim or demand for commission or remuneration by any person other than the Vendor's agent arising from the sale of the property and pursuant to a breach of the Purchaser's warranty provided by this special condition. This special condition will not merge upon completion.
- (d) The Purchaser has relied entirely upon the Purchaser's own enquiries and inspection of the property.
- (e) The Purchaser is satisfied in all respects as to the nature, quality, condition and state of repair of the property (including any holes which are a result of the removal of any pictures, surround sound systems, TV brackets or any other wires relating thereto) including the purposes for which the property may be lawfully used.
- (f) The Purchaser acknowledges and agrees that the property is sold and accepted by the Purchaser subject to all or any encroachments by and upon the property and non-compliance by the improvement thereon with the requirements of the Local Government Act 1993 or any regulation thereunder and to all defects (whether latent or patent) in its present state of repair, condition, dilapidation and infestation.
- (g) The Purchaser is not entitled to rescind, terminate or delay completion of this Contract, nor to object, requisition or make any claim (whether for compensation or not) in respect of any defects (whether latent or patent) in the nature, quality, condition, state of repair of the property or any other matter, fact or thing referred to in this Clause 35.
- (h) The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property.
- (i) The Purchaser accepts the property subject to all existing water, sewage, drainage and plumbing connections to the dwelling in respect of the property and the presence, nature, location, availability or non-availability of any services as defined in Clause 10.1.2.

36. Deposit

Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for the sole purpose of:

- (a) For the payment of a deposit and/or stamp duty on any piece of real estate that the Vendors negotiate to purchase between the date hereof and the date of settlement hereof;
- (b) For the payment of land tax;
- (c) For the payment of a rental bond; or
- (d) For the payment of a licence fee, deed of loan, entry contribution or lease payment on an over 55's or retirement unit.

37. Deposit Payment and Cooling Off Period

The Vendor(s) and the Purchaser(s) agree that for the purposes of Clause 2.3, the deposit must be paid to the deposit holder as follows:

- (i) \$_____ on the date of this Contract.
- (ii) \$_____ on or before the expiration of the Cooling off Period provided for in this Contract.

The Vendor(s) and the Purchaser(s) agree that the Cooling off Period shall be extended until 5.00pm on the () business day after the date of this Contract.

The Vendor(s) and the Purchaser(s) hereby agree to exchange by way of:

- (i) Ten (10%) Percent Deposit Guarantee Bond
- (ii) Five (5%) Percent Deposit
- (iii) Ten (10%) Percent Deposit

38. Extension of cooling off period

In the event that it is agreed that there shall be an extension of the cooling off period under this Contract, it is hereby agreed that the Solicitor or Licensed Conveyancer for the Vendors shall be entitled to grant the extension in writing on behalf of the vendor pursuant to Section 66S (4) of the Conveyancing Act.

39. Deposit Power Guarantee

The Parties agree that:

- (a) The Purchaser has, at exchange, provided the Vendor with a Deposit Power Guarantee ("Guarantee") in the amount of _____ which is dated _____; and
- (b) The Guarantee will be dealt with as if it were a cash deposit under the Contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the Deposit; and
- (c) At settlement the Purchaser must pay to the Vendor in addition to all other moneys payable under this Contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.

40. Completion

- (a) Completion of this Contract will take place on the Completion Date.
- (b) In the event that:
 - (i) The purchaser defaults in the observance of any obligation hereunder which is or the performance of which has become essential; and
 - (ii) The purchaser has paid a deposit of less than ten (10%) of the purchase price; and
 - (iii) The vendor terminates this Contract or the Purchaser does not rescind this Contract in accordance with the "cooling off" provisions created by Section 66S of the Conveyancing Act,

then the vendor shall be entitled to recover from the Purchaser, an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary. This special condition shall not merge upon completion of this contract.

- (c) If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as seven percent (7%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
- (d) Settlement of this matter is to take place electronically online through Property Exchange Australia Ltd (PEXA). Should the Purchaser serve a notice under printed condition 30 to conduct a manual transaction then the Purchaser must pay to the Vendor on settlement the amount of \$150 (inclusive of GST), being an additional legal cost incurred by the Vendor as a consequence of the Purchaser not settling the matter electronically, which sum is to be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.
- (e) If the property is not mortgaged and settlement cannot, for whatever reason, take place on the PEXA platform, then settlement will take place at the office of Hills Conveyancing. However, should the Purchaser not be in a position to settle at the office of Hills Conveyancing, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancers' Settlement Agent's fee is paid by the Purchaser.
- (f) Should completion not take place on the Completion Date then either party shall be at liberty to issue a Notice to Complete ("Notice") calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at any time. If the Vendor issues a Notice to Complete against the Purchaser, then the Vendor shall be entitled to recover the fee of \$150.00 (GST inclusive) from the Purchaser to cover the cost for issuing such Notice.
- (g) The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's Solicitor/Licensed Conveyancer if the Notice or Document is sent by email noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where the time of dispatch is not before 5.00pm (Sydney time) on a day which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place.

41. Requisitions on Title

The parties agree that the only form of general requisitions on title that the Purchaser shall be entitled to raise pursuant to Clause 5 of this Contract shall be in the form of Requisitions on Title annexed to this Contract.

42. Survey

If a Survey of the property is annexed to this Contract, the Purchaser acknowledges having inspected the Survey and agreed that no objection requisition or claim for compensation shall be made on any matter referred to in the Survey.

43. Building Certificate

- (a) The vendor does not have a Building Certificate.
- (b) Completion of this Contract is not conditional on the vendor or the purchaser obtaining a Building Certificate.
- (c) If the purchaser applies for a Building Certificate from the local Council and a Notice issues requiring work to be done to the property or informs the purchaser of work to be done before it will issue the Certificate, the purchaser shall not be entitled to make any objection, requisition or claim for compensation under any provision of this Contract and the vendor shall be under no obligation to carry out any works or comply with any notice aforesaid and the purchaser will complete this Contract notwithstanding the same.

44. Licence

Should the Vendor agree to allow the Purchaser to move in under licence an agreed fee of \$ _____ per week or part thereof is to be adjusted on settlement and paid to the Vendor on completion with the balance of the purchase price and:

- (a) That if settlement is not affected on the due date, by no fault of the Vendor, then the fee will increase from the due date for completion to \$ _____ per week or part thereof up until and including the date that settlement takes place; and
- (b) That if the property is a house, then the Purchaser will have a current House Insurance policy in place, and the Purchaser will provide a copy of the policy to the Vendor's Licensed Conveyancer prior to obtaining the keys to the property; and
- (c) That the Purchaser accepts the property in its present state and condition in accordance with clause 18 of the Contract for Sale; and
- (d) That the Purchaser accepts all responsibility for the property and its improvements and inclusions from the date that they move into the property and will not delay completion, make any requisitions, objections or claim for compensation from the Vendor in relation thereto.

45. Christmas Closure Period

- (a) If the completion of the cooling off period falls between 23 December 2025 and 12 January 2026 then both parties hereby agree the cooling off period will be extended to expire at 5.00pm on 13 January 2026.
- (b) If the completion of the Contract for Sale ("the settlement date") falls between 23 December 2025 and 12 January 2026, both parties hereby agree the settlement date will be 16 January 2026.
- (c) Notwithstanding any other term or condition in this contract if either party serves another party with a Notice to Complete between 23 December 2025 and 12 January 2026 then both parties hereby agree that the notice is deemed to require completion by 16 January 2026.

46. Section 184 Certificate or Section 171 Certificate

This clause applies only if the land (or part of it) as a Lot in a Strata, Neighbourhood or Community scheme (or on completion is to be a Lot in a Scheme of that kind).

The Purchaser shall be responsible for applying to the holder of the Strata or Community Title for records of s.184 Certificate under the Strata Schemes Management Act 2015 or for s.171 Certificate under the Community Land Management Act 2021. The Purchaser shall not be entitled to delay completion or make any requisition or objection arising from the purchaser's failure to apply for the said Certificate.

The Vendor hereby authorizes the Purchaser to apply for s184 Certificate under the Strata Scheme Management Act 2015 or for s171 Certificate under the Community Land Management Act 2021. The Purchaser shall provide to the Vendor with the said Certificate five (5) Business days prior to completion.

47. Sewer and Drainage Services

If no sewer connections diagram is attached to this contract showing improvements are connected to the sewer main, then none was available to order from the relevant authority and the purchaser shall not be entitled to make any requisitions, rescind or terminate the contract or make a claim on the vendor in this regard.

48. Settlement cancellation

In the event that this Contract is not completed by the time stipulated on the Contract, by way of default by the Purchaser, then the Purchaser shall pay the Vendor's Solicitors costs of \$330.00 to reschedule the settlement. The sum is to be adjusted on completion.

49. Conditions of Sale of Land by Auction

These conditions replace 'Auction - Conditions of Sale' on page 3 of the printed contract.

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

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

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of the written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

STRATA TITLE (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 (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? 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 NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative 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 and recorded as the owner of the Property on the strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are 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 outgoing 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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. 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.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 on the Property? 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 on the Property? 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 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (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 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* 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 (NSW)* 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.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

45. 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

46. 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.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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 the completion date.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

FOLIO: 35/SP97601

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/4/2024	11:41 AM	2	13/9/2019

LAND

LOT 35 IN STRATA PLAN 97601
AT RYDE
LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

DAVID EDWARD GEORGE (T AP535969)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP97601
- 2 AP535970 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

George

PRINTED ON 30/4/2024

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



FOLIO: CP/SP97601

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/4/2024	11:41 AM	6	13/5/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 97601
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RYDE
LOCAL GOVERNMENT AREA RYDE
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SP97601

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 97601
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC 1481

SECOND SCHEDULE (52 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN DP1242853
- 3 C887251 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 C823403 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 5 B575450 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 6 AJ713954 EASEMENT FOR MAINTENANCE & REPAIR 8.05, 10.99 & 12.9
METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO
BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART(S)
DESIGNATED (A) IN THE PLAN WITH AJ713954
- 7 AJ713954 EASEMENT FOR CONSTRUCTION PURPOSES 8.05, 10.99 &
12.9 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO
BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART(S)
DESIGNATED (C) IN THE PLAN WITH AJ713954
- 8 DP1242853 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 9 DP1242853 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 10 DP1242853 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

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PAGE 2

SECOND SCHEDULE (52 NOTIFICATIONS) (CONTINUED)

- 11 DP1242853 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1242853 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 13 DP1242853 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1242853 EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 15 DP1242853 EASEMENT FOR FUTURE SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1242853 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1242853 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (A4) IN THE TITLE DIAGRAM
- 18 DP1242853 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1242853 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (A6) IN THE TITLE DIAGRAM
- 20 DP1242853 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (A7) IN THE TITLE DIAGRAM
- 21 DP1242853 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 22 DP1242853 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (ROW1) IN THE TITLE DIAGRAM
- 23 DP1242853 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 24 DP1242853 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (ROW3) IN THE TITLE DIAGRAM
- 25 DP1242853 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 26 DP1242853 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)

END OF PAGE 2 - CONTINUED OVER

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SECOND SCHEDULE (52 NOTIFICATIONS) (CONTINUED)

-
- REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27 DP1242853 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
AFFECTING THE SITE DESIGNATED (ROW7) IN THE TITLE
DIAGRAM
- 28 DP1242853 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 29 DP1242853 EASEMENT FOR PUBLIC OPEN SPACE VARIABLE WIDTH
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 30 DP1242853 EASEMENT FOR GREASE ARRESTOR VARIABLE WIDTH (LIMITED
IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 31 DP1242853 EASEMENT FOR GARBAGE COLLECTION AND LOADING AREA
VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 32 DP1242853 EASEMENT FOR AWNING VARIABLE WIDTH (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 33 DP1242853 EASEMENT FOR ACCESS TO LETTERBOX VARIABLE WIDTH
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 34 DP1242853 EASEMENT FOR LETTERBOXES VARIABLE WIDTH (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 35 DP1242853 POSITIVE COVENANT REFERRED TO AND NUMBERED (22) IN
THE S.88B INSTRUMENT
- 36 DP1242853 EASEMENT FOR SEWAGE RETICULATION SERVICE
INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 37 DP1242853 EASEMENT FOR RECYCLED WATER RETICULATION SERVICE
INFRASTRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 38 DP1242853 EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE
WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 39 DP1242853 POSITIVE COVENANT REFERRED TO AND NUMBERED (26) IN
THE S.88B INSTRUMENT
- 40 DP1246593 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
DP1246593
- 41 DP1246593 EASEMENT FOR USE VARIABLE WIDTH (LIMITED IN STRATUM)

END OF PAGE 3 - CONTINUED OVER

SECOND SCHEDULE (52 NOTIFICATIONS) (CONTINUED)

-
- AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1246593
- 42 AN708427 POSITIVE COVENANT
- 43 AN708428 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 AND
5.62 WIDE AFFECTING THE PART DESIGNATED (AA) IN THE
TITLE DIAGRAM
- 44 AN708429 RIGHT OF WAY (FOR PERSONNEL ACCESS) 1.1 WIDE
AFFECTING THE PART DESIGNATED (C) IN THE TITLE DIAGRAM
- 45 DP1247265 EASEMENT FOR SIGNAGE VARIABLE WIDTH (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (1) IN THE S.88B
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 46 DP1247265 EASEMENT FOR SIGNAGE VARIABLE WIDTH (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (2) IN THE S.88B
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 47 DP1247265 EASEMENT FOR OUTDOOR SEATING VARIABLE WIDTH (LIMITED
IN STRATUM) REFERRED TO AND NUMBERED (4) IN THE S.88B
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 48 DP1247265 EASEMENT FOR OUTDOOR SEATING VARIABLE WIDTH (LIMITED
IN STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 49 SP97600 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT
STATEMENT FILED WITH SP97600
- 50 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR
SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT
2015
- 51 AP951085 INITIAL PERIOD EXPIRED
- 52 AT77943 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 97601

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 457	2	- 351	3	- 306	4	- 435
5	- 425	6	- 400	7	- 400	8	- 336
9	- 336	10	- 326	11	- 442	12	- 297
13	- 304	14	- 482	15	- 311	16	- 595
17	- 628	18	- 339	19	- 339	20	- 329
21	- 445	22	- 299	23	- 306	24	- 316
25	- 484	26	- 316	27	- 598	28	- 776
29	- 341	30	- 341	31	- 331	32	- 447
33	- 301	34	- 309	35	- 499	36	- 487
37	- 319	38	- 600	39	- 781	40	- 343
41	- 343	42	- 334	43	- 450	44	- 304

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SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 97601

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
45	- 311	46	- 502	47	- 489	48	- 321
49	- 561	50	- 600	51	- 348	52	- 348
53	- 338	54	- 452	55	- 306	56	- 316
57	- 504	58	- 492	59	- 324	60	- 561
61	- 600	62	- 353	63	- 353	64	- 343
65	- 457	66	- 311	67	- 321	68	- 506
69	- 494	70	- 329	71	- 563	72	- 603
73	- 358	74	- 358	75	- 348	76	- 467
77	- 314	78	- 324	79	- 509	80	- 499
81	- 791	82	- 358	83	- 358	84	- 652
85	- 319	86	- 329	87	- 514	88	- 504
89	- 791	90	- 361	91	- 324	92	- 334
93	- 519	94	- 509	95	- 482	96	- 484
97	- 400	98	- 487	99	- 499	100	- 309
101	- 301	102	- 450	103	- 296	104	- 341
105	- 489	106	- 502	107	- 311	108	- 304
109	- 452	110	- 299	111	- 343	112	- 492
113	- 504	114	- 316	115	- 306	116	- 455
117	- 301	118	- 346	119	- 494	120	- 506
121	- 321	122	- 311	123	- 457	124	- 304
125	- 348	126	- 499	127	- 509	128	- 324
129	- 314	130	- 460	131	- 309	132	- 353
133	- 504	134	- 514	135	- 329	136	- 319
137	- 462	138	- 314	139	- 358	140	- 509
141	- 519	142	- 334	143	- 324	144	- 467
145	- 319	146	- 363	147	- 613	148	- 623
149	- 363	150	- 511	151	- 338	152	- 329
153	- 405	154	- 415	155	- 618	156	- 628
157	- 363	158	- 519	159	- 343	160	- 334
161	- 405	162	- 628	163	- 316	164	- 571
165	- 321	166	- 316	167	- 336	168	- 336
169	- 316	170	- 573	171	- 588	172	- 326
173	- 319	174	- 437	175	- 428	176	- 321
177	- 576	178	- 591	179	- 329	180	- 321
181	- 440	182	- 430	183	- 326	184	- 578
185	- 593	186	- 331	187	- 324	188	- 442
189	- 433	190	- 329	191	- 581	192	- 595
193	- 334	194	- 329	195	- 457	196	- 445
197	- 331	198	- 583	199	- 598	200	- 338
201	- 334	202	- 460	203	- 447	204	- 334
205	- 586	206	- 600	207	- 343	208	- 338
209	- 462	210	- 450	211	- 338	212	- 588
213	- 603	214	- 348	215	- 343	216	- 464
217	- 452	218	- 343	219	- 593	220	- 608

END OF PAGE 5 - CONTINUED OVER

George

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FOLIO: CP/SP97601

PAGE 6

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 97601

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
221	- 353	222	- 331	223	- 297	224	- 311
225	- 586	226	- 593	227	- 618	228	- 371
229	- 376	230	- 351	231	- 467	232	- 455
233	- 348	234	- 598	235	- 613	236	- 358

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

George

PRINTED ON 30/4/2024

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

LOCATION PLAN

LOCATION PLAN DETAILS FOR
BASEMENT LEVEL 2 AND BELOW ARE SHOWN ON SHEET 2
BASEMENT LEVEL 1 ARE SHOWN ON SHEET 3
LEVEL 1 ARE SHOWN ON SHEET 4
LEVEL 2 ARE SHOWN ON SHEET 5
LEVEL 3 ARE SHOWN ON SHEET 6
LEVEL 4 ARE SHOWN ON SHEET 7
LEVEL 5 AND ABOVE ARE SHOWN ON SHEET 8

(K) BENEFITED BY:
EASEMENT FOR MAINTENANCE AND REPAIR
8.05, 10.99 AND 12.9 WIDE (AJ713954)
EASEMENT FOR CONSTRUCTION PURPOSES
8.05, 10.99 AND 12.9 WIDE (AJ713954)

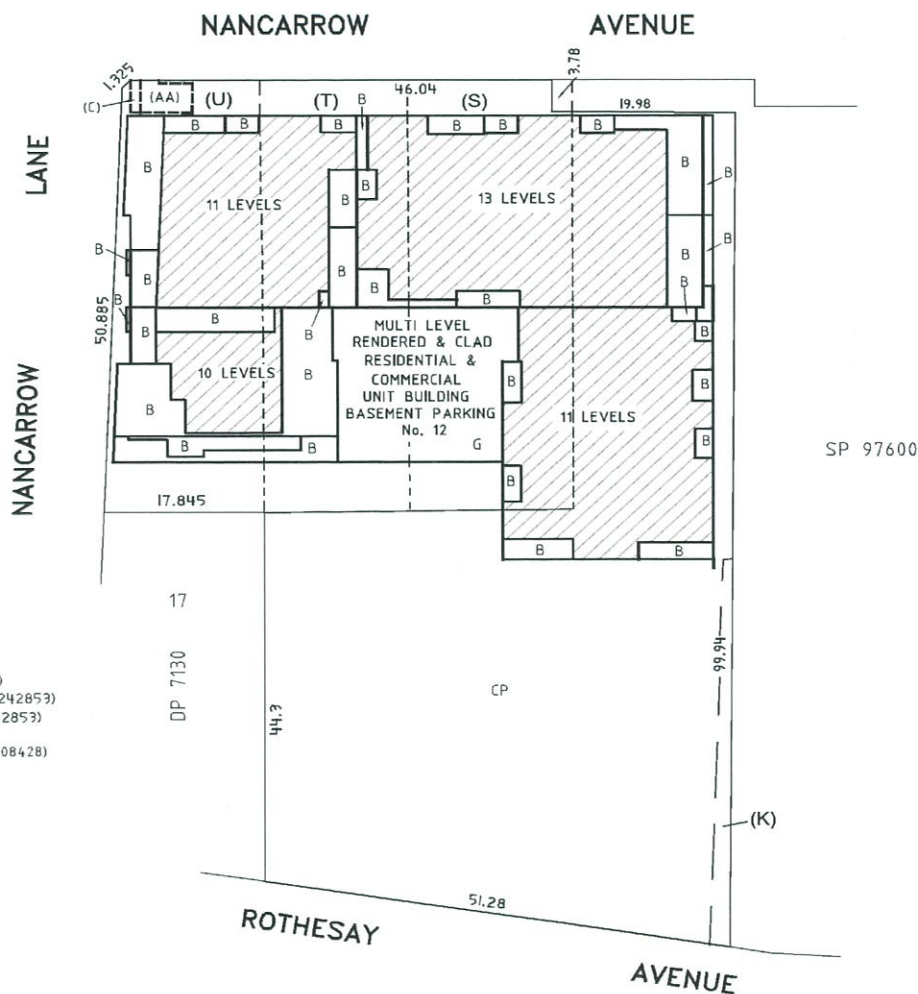
(S) COVENANT (C887251)
COVENANT (C823403)
COVENANT (B575450)

B BALCONY
CP COMMON PROPERTY
G BASEMENT PARKING BELOW

EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT (DP 1242853)
EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT (DP 1242853)
EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT (DP 1242853)
EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOT (DP 1242853)

(AA) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 & 5.62 WIDE (AN708428)
(C) RIGHT OF WAY (FOR PERSONNEL ACCESS) 1.1 WIDE (AN708429)

THE STRATA PARCEL IS LIMITED IN DEPTH
AND IN HEIGHT AS SHOWN ON DP 1242853
DIMENSIONS SHOWN ARE THOSE AT LEVEL 5



SP 97600

SURVEYOR Name: LACHLAN LEONARD HILLARD YOUNG Date: 1 AUGUST 2018 Reference: 8072	PLAN HEADING PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853	LGA: RYDE Locality: RYDE Reduction Ratio: 1: 500 Lengths are in metres.	Registered: 20.11.2018	SP97601
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10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----

PLAN FORM 1 (A3)

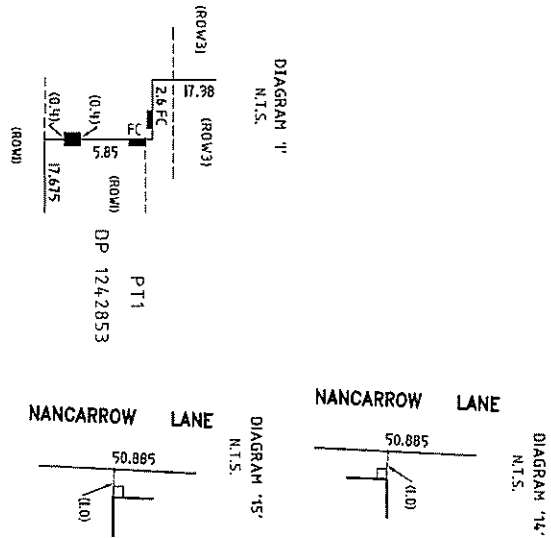
SP97601

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

oPlan

SHEET 2 OF 28 SHEETS

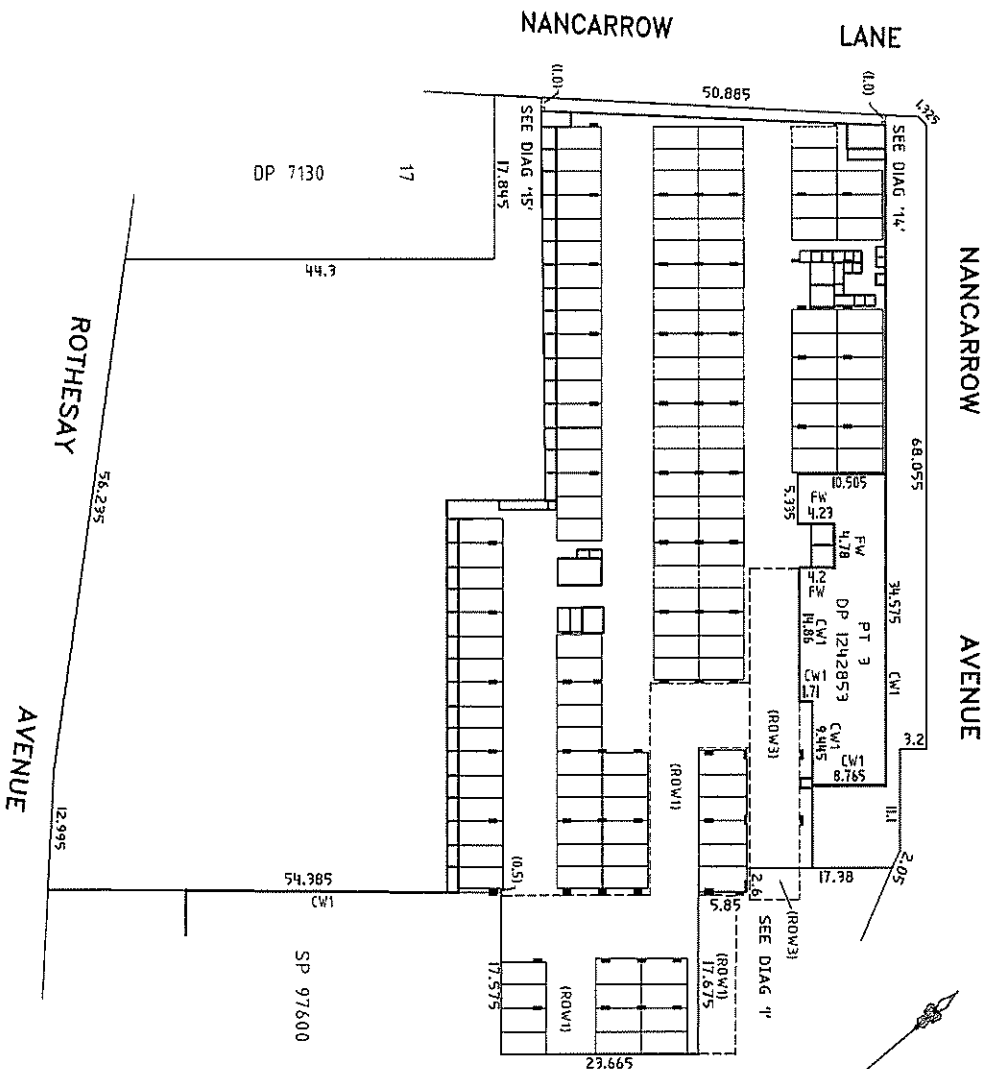
LOCATION PLAN FOR
BASEMENT LEVEL 2 AND BELOW



(ROW3) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
 (ROW3) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
 CW1 CENTRE OF 0.2 WIDE CONCRETE WALL
 FW FACE OF WALL
 90° ANGLE

THE STRATA PARCEL IS LIMITED IN
DEPTH AND IN HEIGHT AS SHOWN ON DP 1242853
DIMENSIONS SHOWN ARE THOSE AT BASEMENT LEVEL 2

SURVEYOR Name: LACHLAN LEONARD HILLARD YOUNG Date: 1 AUGUST 2018 Reference: 8072		PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853		LGA: RYDE Locality: RYDE Reduction Ratio: 1: 500 Lengths are in metres.		Registered: 20.11.2018		SP97601	
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SP97601

PLAN FORM 1 (A3)

SP97601

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ePlan

SHEET 4 OF 28 SHEETS

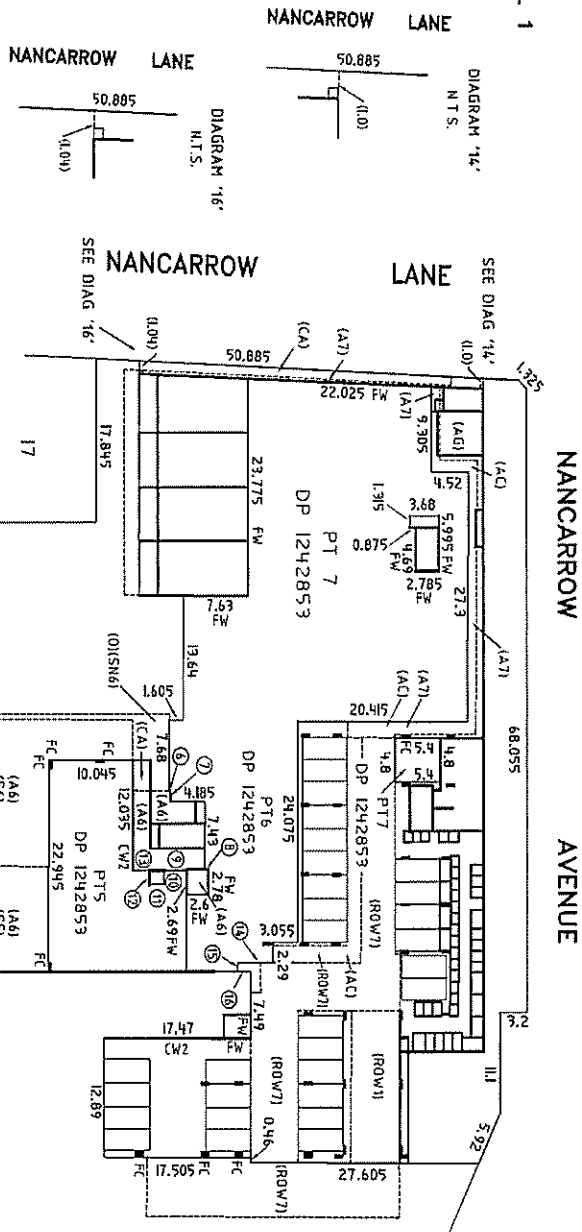
LOCATION PLAN FOR LEVEL 1

SCHEDULE OF SHORT LINES

No	DISTANCE
6	0.12
7	0.17
8	0.455 FW
9	2.74 CW2
10	1.54
11	1.8
12	1.53 CW2
13	1.945
14	3.955
15	0.93
16	1.5

CW2 CENTRELINE OF 0.19 WIDE BLOCK WALL
 FC FACE OF COLUMN
 FW FACE OF WALL
 90° ANGLE

- (A6) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (A7) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (CA) EASEMENT FOR PUBLIC OPEN SPACE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (ROW1) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (ROW7) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (AC) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (AG) EASEMENT FOR USE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (OI) EASEMENT FOR AVENUE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (SI) EASEMENT FOR OUT DOOR SEATING VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (SN5) EASEMENT FOR SIGNAGE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)
- (SN6) EASEMENT FOR SIGNAGE VARIABLE WIDTH LIMITED IN STRATUM (DP 1242853)



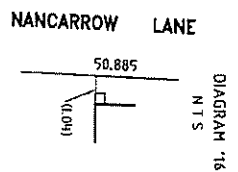
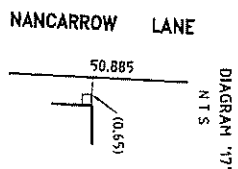
ROTHESAY AVENUE

AVENUE

THE STRATA PARCEL IS LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON DP 1242853 DIMENSIONS SHOWN ARE THOSE AT LEVEL 1

SURVEYOR		PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853	
Name: LACHLAN LEONARD HILLARD YOUNG		LGA: RYDE	
Date: 1 AUGUST 2018		Locality: RYDE	
Reference: B072		Reduction Ratio: 1: 500	
		Registered: 20.11.2018	
		SP97601	

LOCATION PLAN FOR LEVEL 2



90° ANGLE

CLC	CENTRELINE OF COLUMN
FC	FACE OF COLUMN
FW	FACE OF WALL

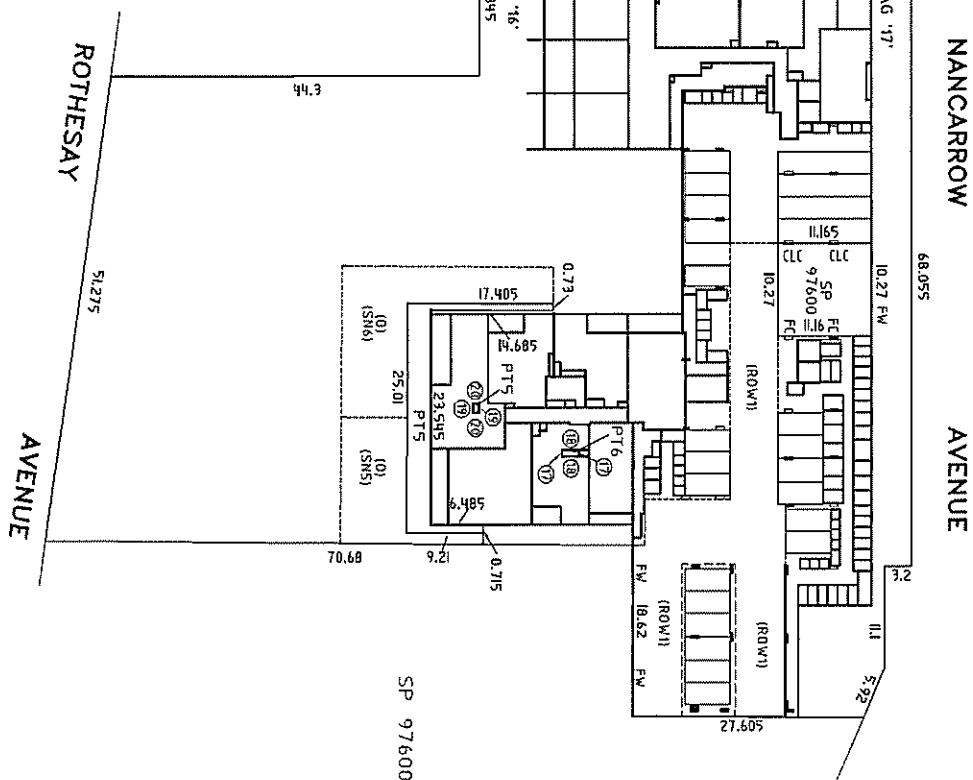
PT5	DENOTES PART LOT 5 IN DP	1242853
PT6	DENOTES PART LOT 6 IN DP	1242853

(ROW1)	RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRUTUM (DP 1242953)
(10)	EASEMENT FOR AWMING VARIABLE WIDTH LIMITED IN STRUTUM (DP 1242853)
(5N5)	EASEMENT FOR SIGNAGE VARIABLE WIDTH LIMITED IN STRUTUM (DP 12472655)
(5N6)	EASEMENT FOR SIGNAGE VARIABLE WIDTH LIMITED IN STRUTUM (DP 12472655)

THE STRATA PARCEL IS LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON DP 1242853
DIMENSIONS SHOWN ARE THOSE AT LEVEL 2

No	DISTANCE
17	0.805
18	2.215
19	1.0
20	0.715

SCHEDULE OF SHORT LINES



SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 1 AUGUST 2018

Reference: 8072

PLAN HEADINGS

PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1: 500

Lengths are in metres.

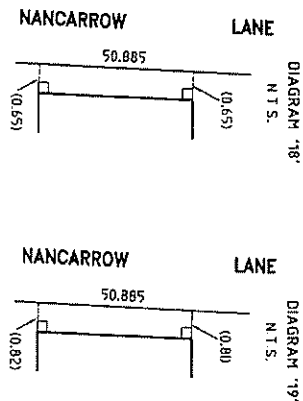
Registered:



20.11.2018

SP97601

LOCATION PLAN FOR LEVEL 3



	90° ANGLE
FW	FACE OF WALL
CW2	CENTRELINE OF 0.19 WIDE BLOCK WALL
CW1	CENTRELINE OF 0.2 WIDE CONCRETE WALL

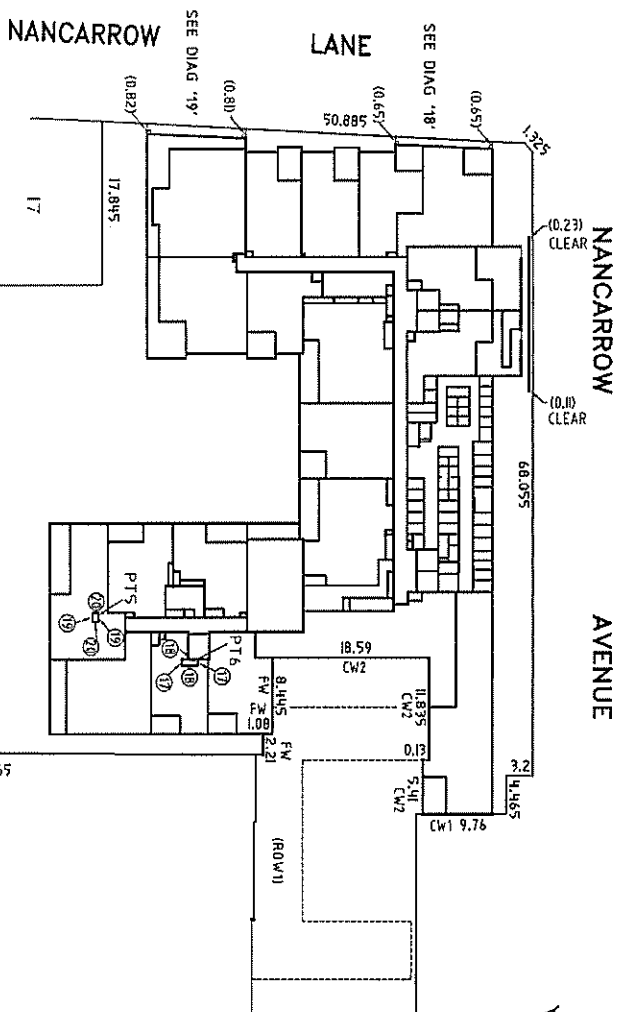
(R0W1) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM IDP 1242853

PT5	DENOTES PART LOT 5 IN DP 1242853
PT6	DENOTES PART LOT 6 IN DP 1242853

THE STRATA PARCEL IS LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON DP 1242053
DIMENSIONS SHOWN ARE THOSE AT LEVEL 3

No	DISTANCE
17	0.805
18	2.215
19	1.0
20	0.715

SCHEDULE OF SHORT LINES



SP 97600

ROTHESAY

AVENUE

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 1 AUGUST 2018

Reference: B072

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1: 500

Leighs die in metres

Registered:

20.11.2018

SP97601

SP97601

PLAN FORM 1 (A3)

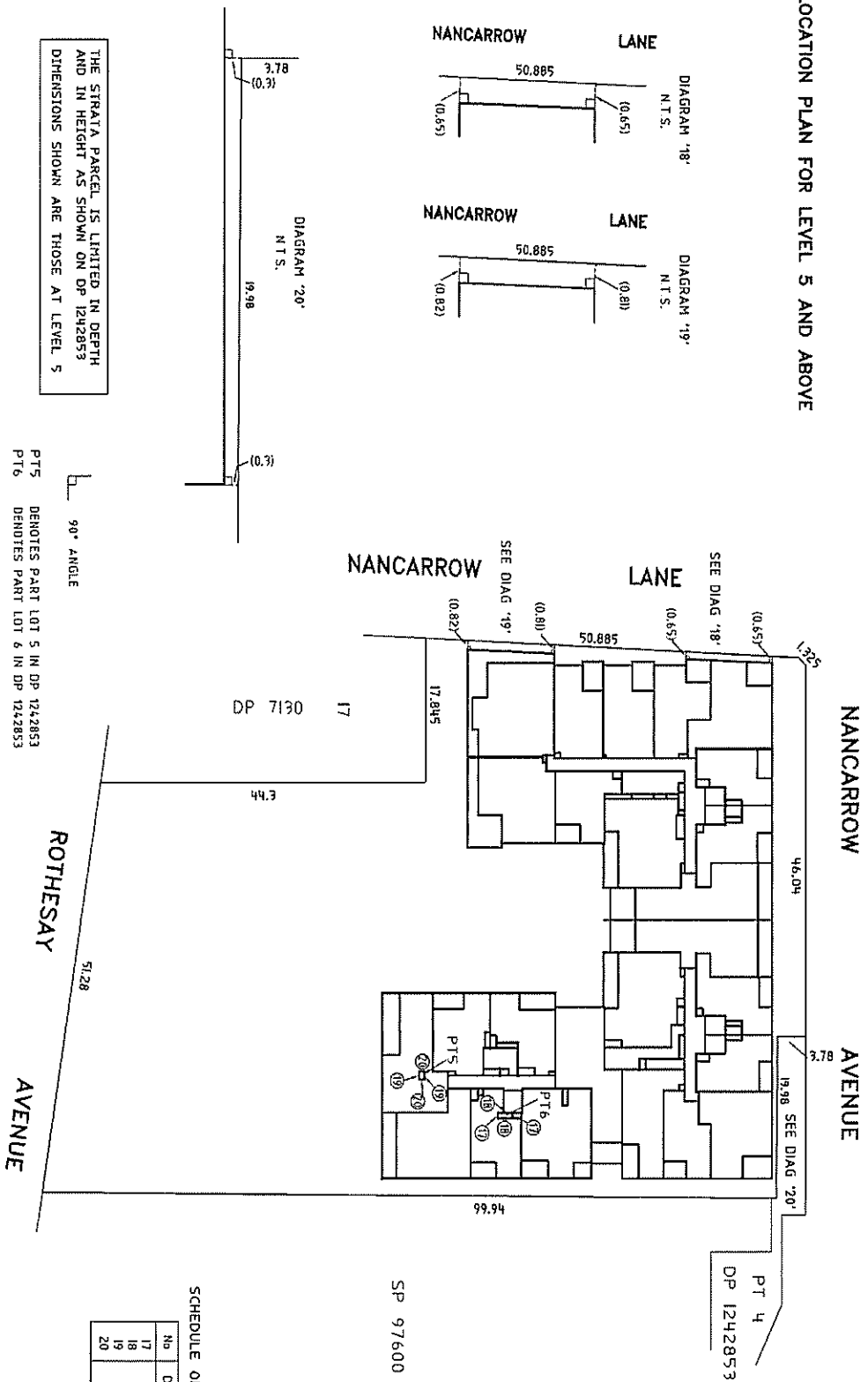
SP97601

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ePlan

SHEET 8 OF 28 SHEETS

LOCATION PLAN FOR LEVEL 5 AND ABOVE



SCHEDULE OF SHORT LINES

No	DISTANCE
17	0.805
18	2.295
19	1.0
20	0.715

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 1 AUGUST 2018

Reference: 8072

PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853

PLAN HEADING

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1: 500

Lengths are in metres.

Registered:

20.11.2018

SP97601

BASEMENT LEVEL 2



PT 3
D P 1242853

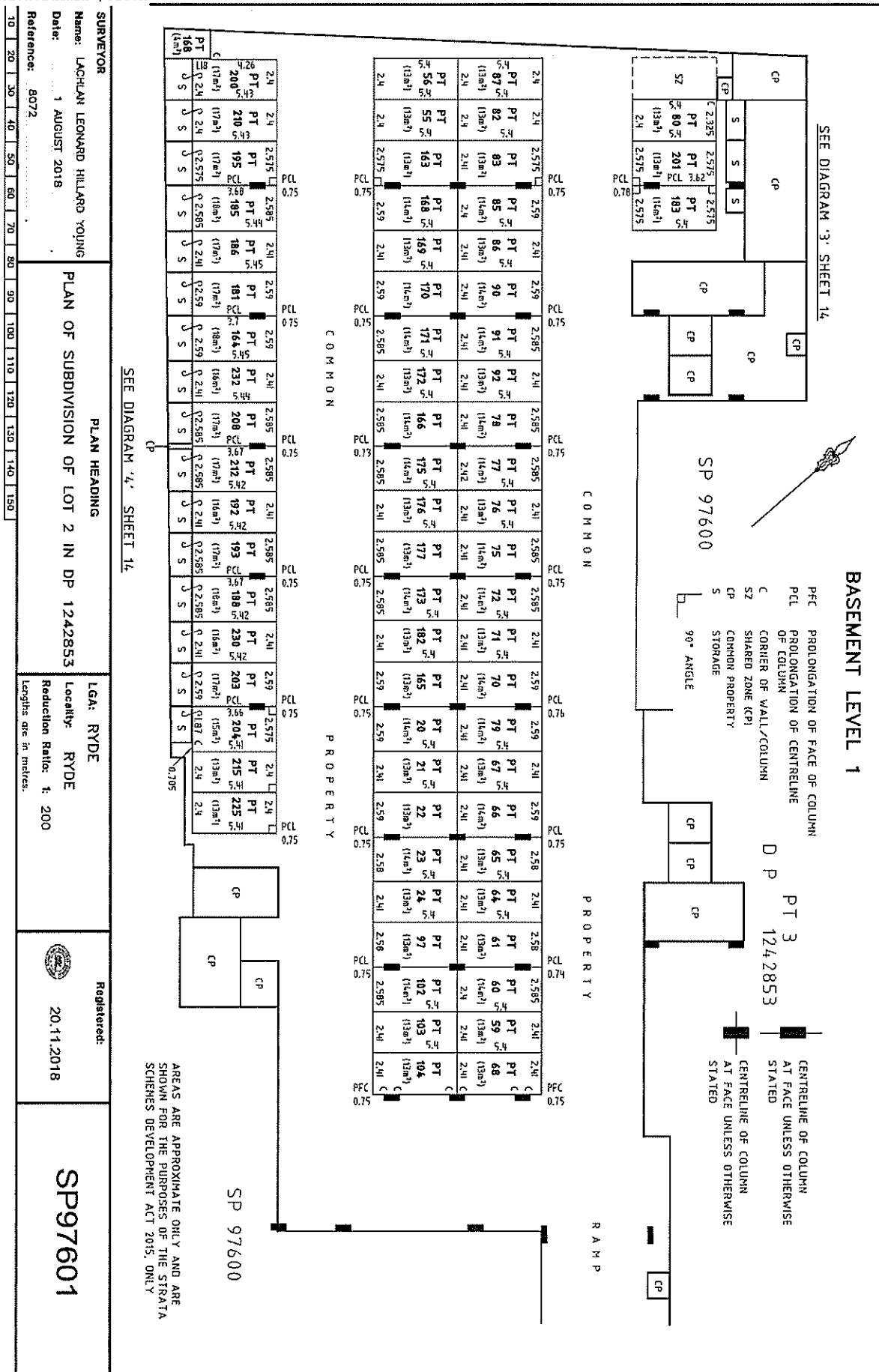
SHEET

Code	Description
PFC	PROLONGATION OF FACE OF COLUMN
PLC	PROLONGATION OF CENTRELINE OF COLUMN
C	CORNER OF WALL/COLUMN
SZ	SHARED ZONE (CP)
CP	COMMON PROPERTY
S	STORAGE

Code	Description
90°	90° ANGLE
CL	CENTRELINE OF COLUMN
AT	AT FACE UNLESS OTHERWISE STATED
CF	CENTRELINE OF COLUMN AT FACE UNLESS OTHERWISE STATED



BASEMENT LEVEL 1



PLAN FORM 1 (A3)

SP97601

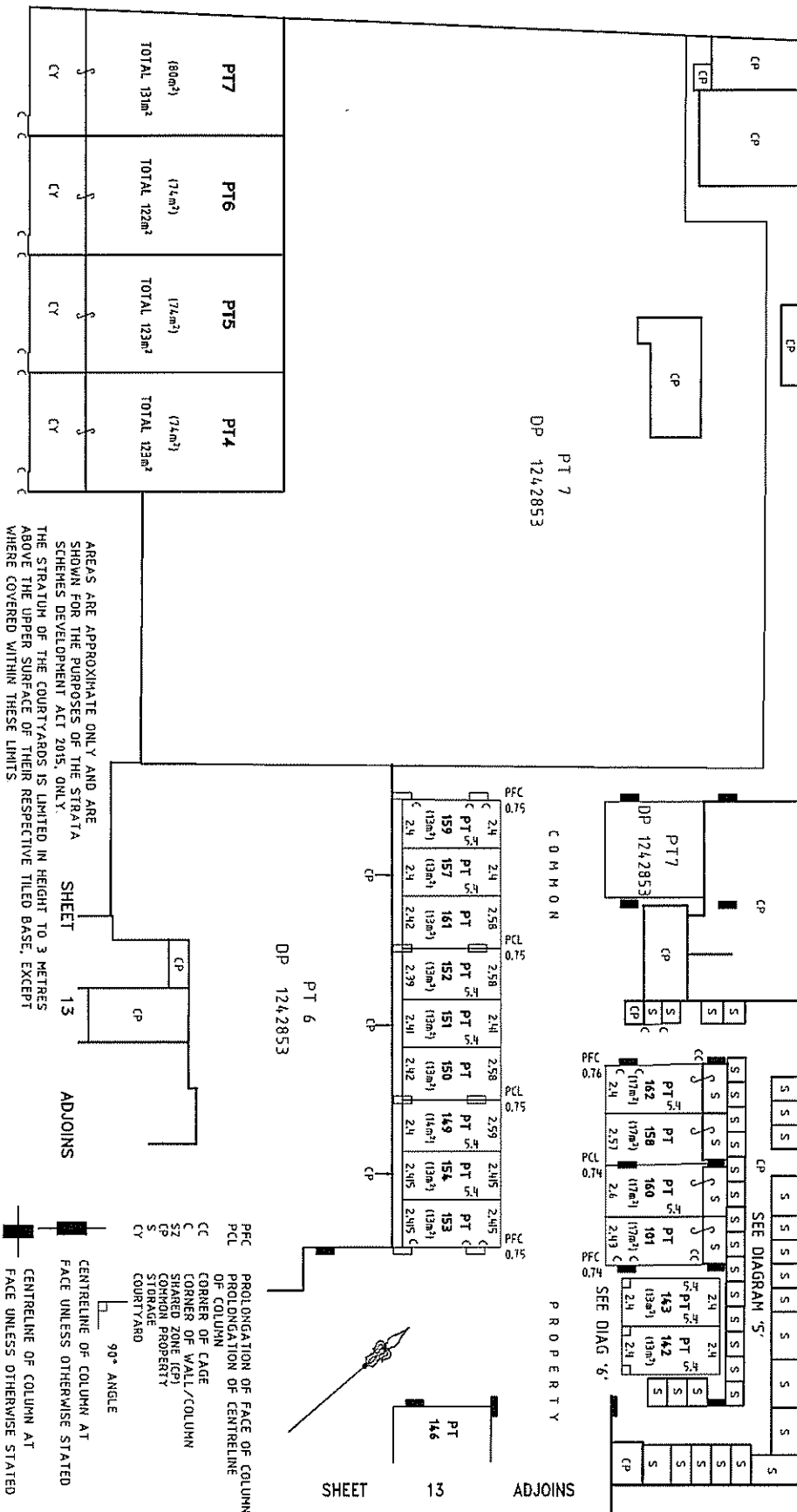
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

SHEET 12 OF 28 SHEETS

DIAGRAMS '5' & '6' ARE SHOWN ON SHEET 14

LEVEL 1



SURVEYOR
 Name: LACHLAN LEONARD HILLARD YOUNG
 Date: 1 AUGUST 2018
 Reference: 8072

PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853

PLAN HEADING
 LG: RYDE
 Locality: RYDE
 Reduction Ratio: 1: 200
 Lengths are in metres.

Registered:
 20.11.2018

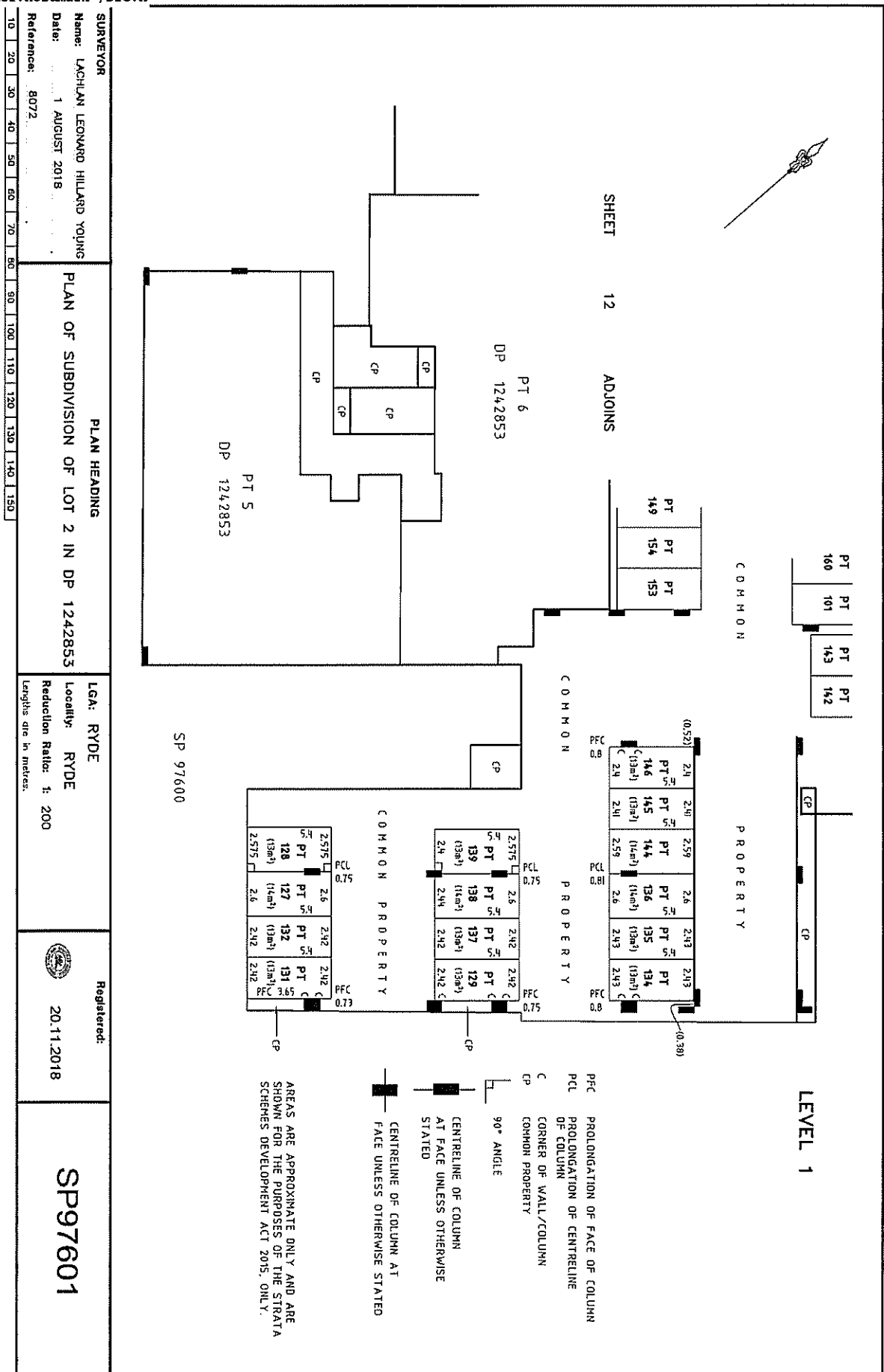
SP97601

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY. THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SHEET 13

ADJOINS

PFC PROLONGATION OF FACE OF COLUMN
 PCL PROLONGATION OF CENTRELINE
 CC CORNER OF WALL/COLUMN
 C CORNER OF WALL/COLUMN
 SZ SHARED ZONE (CP)
 CP COMMON PROPERTY
 S STORAGE
 CY COURTYARD
 90° ANGLE
 CENTRELINE OF COLUMN AT
 FACE UNLESS OTHERWISE STATED
 CENTRELINE OF COLUMN AT
 FACE UNLESS OTHERWISE STATED



PLAN FORM 1 (A3)

SP97601

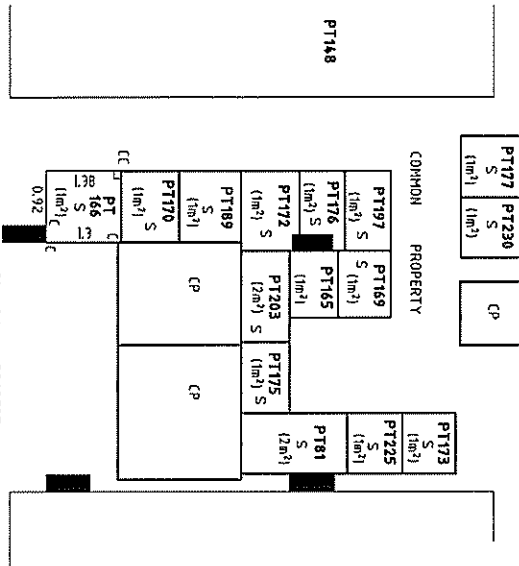
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

gPlan

SHEET 14 OF 28 SHEETS

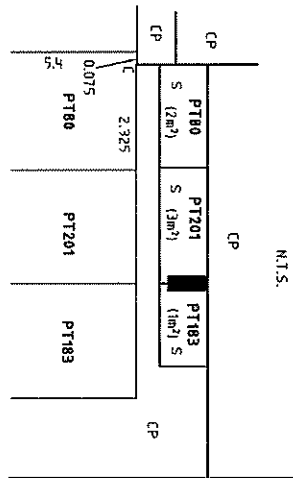
BASEMENT LEVEL 2

DIAGRAM 2:
N.T.S.



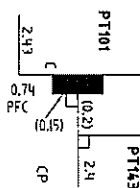
BASEMENT LEVEL 1

DIAGRAM 3:
N.T.S.



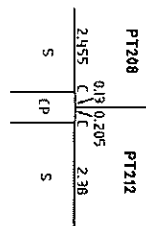
LEVEL 1

DIAGRAM 5:
N.T.S.



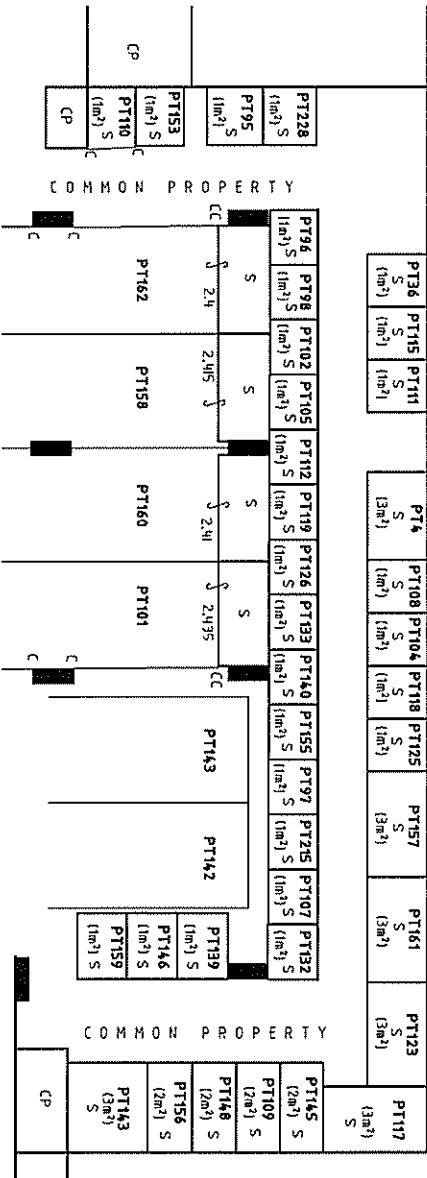
LEVEL 1

DIAGRAM 6:
N.T.S.



BASEMENT LEVEL 1

DIAGRAM 7:
N.T.S.



SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG
 Date: 1 AUGUST 2018
 Reference: B072

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853

Registered:

20.11.2018

SP97601

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

LGA: RYDE
 Locality: RYDE
 Reduction Ratio: 1: 250
 Lengths are in metres.

PLAN FORM 1 (A3)

SP97601

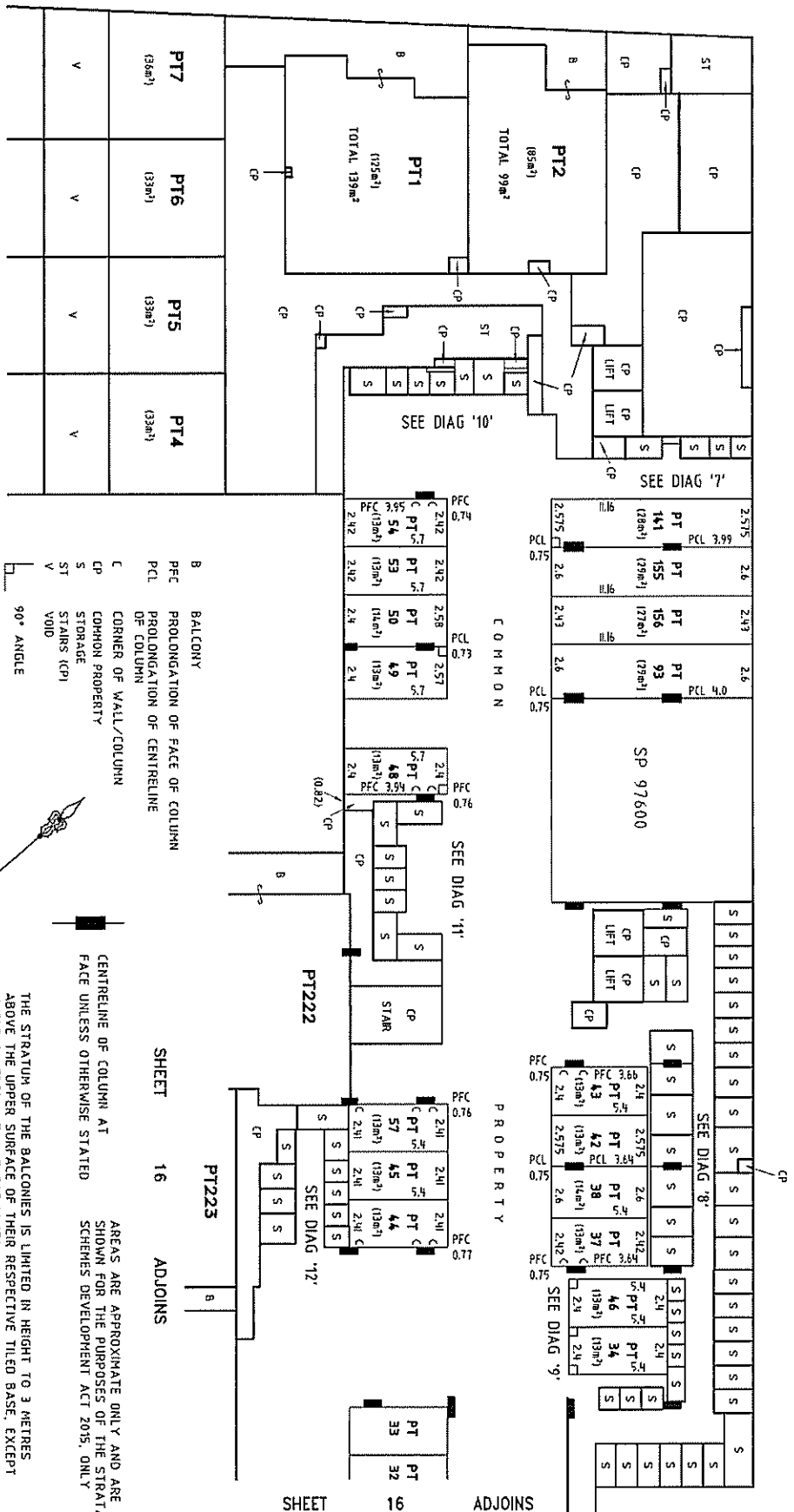
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

SHEET 15 OF 28 SHEETS

DIAGRAMS '7' TO '12' ARE SHOWN ON SHEET 17

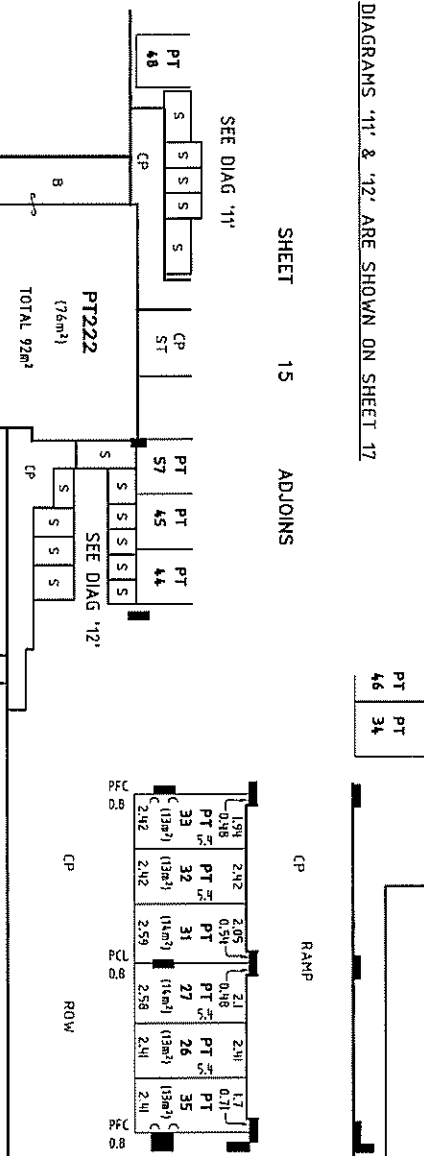
LEVEL 2



SURVEYOR Name: LACHLAN LEONARD HILLARD YOUNG Date: 1 AUGUST 2018 Reference: 8072														
PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853														
LG: RYDE Locality: RYDE Reduction Ratio: 1: 200 Lengths are in metres.														
Registered: 20.11.2018														
SP97601														

DIAGRAMS '11' & '12' ARE SHOWN ON SHEET 17

SHEET 15 ADJOINS



LEVEL 2

THE STRUTUM OF THE BALCONIES IS LIMITED ABOVE THE UPPER SURFACE OF THEIR RESP WHERE COVERED WITHIN THESE LIMITS.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

B	BALCONY
L	LIFT
PFC	PROLONGATION OF FACE OF COLUMN
PCL	PROLONGATION OF CENTRELINE OF COLUMN
C	CORNER OF WALL/COLUMN
CP	COMMON PROPERTY
S	STORAGE
ST	STAIRS (CPI)
	90° ANGLE
	CENTRELINE OF COLUMN
	AT FACE UNLESS OTHERWISE STATED

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 1 AUGUST 2018

Reference: B072

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1: 200

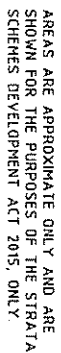
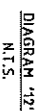
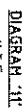
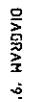
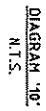
Registered:

20.11.2018

SP97601

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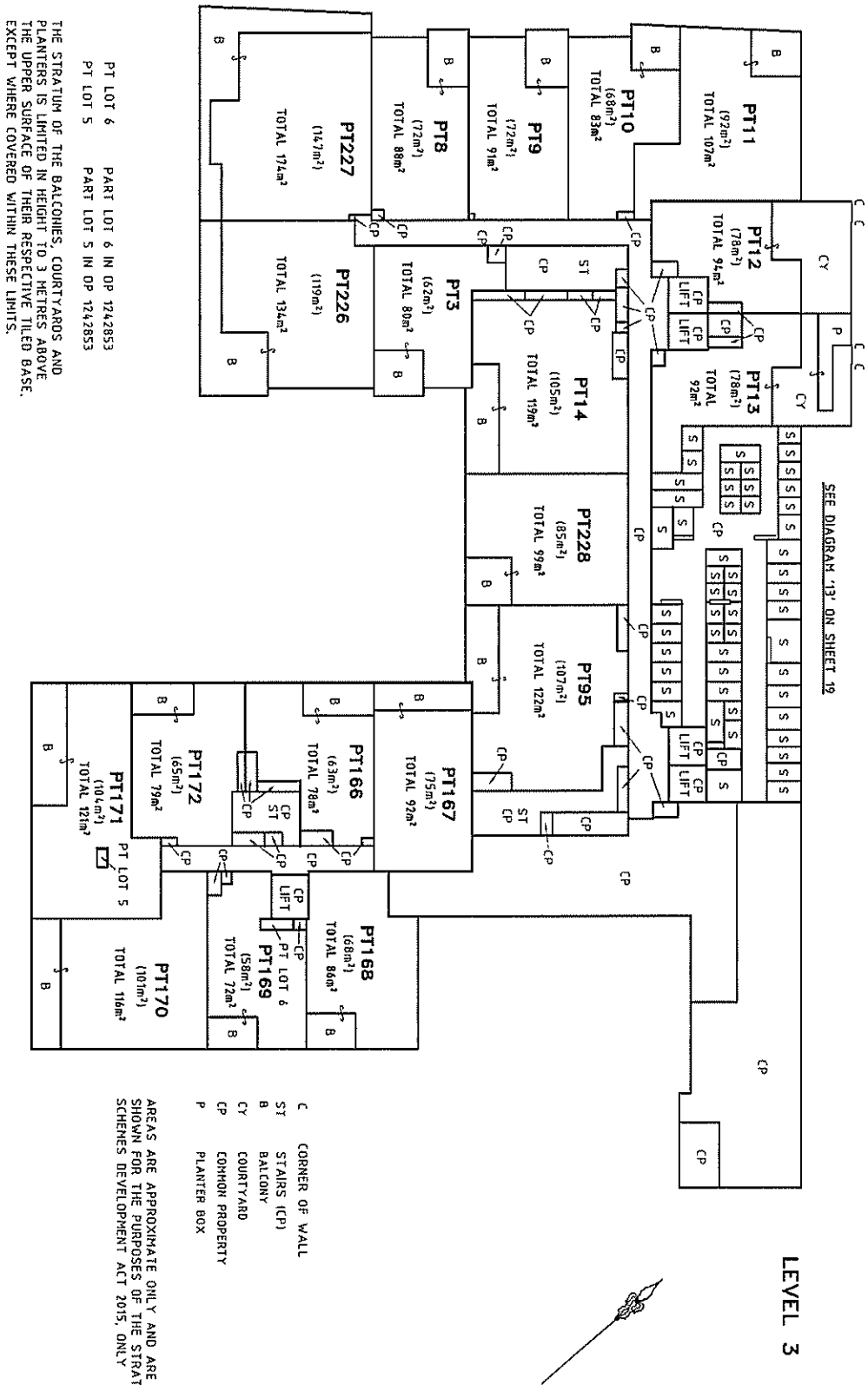
DIAGRAM '7'
N.T.S.



Registered:

SP97601

1



C CORNER OF WALL
ST STAIRS (CP)
B BALCONY
CY COURTYARD
CP COMMON PROPERTY
P PLANTER BOX

SURVEYOR
Name: LACHLAN LEONARD HILLARD YOUNG
Date: 1 AUGUST 2018
Reference: 8072

PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853

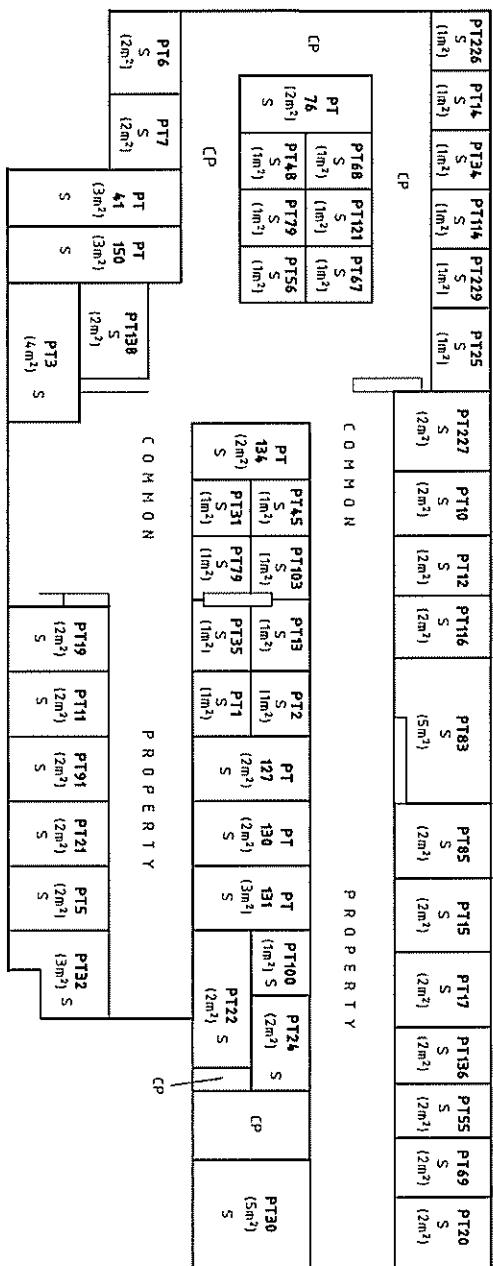
LGA: RYDE
Locality: RYDE
Reduction Ratio: 1: 2500
Lengths are in metres.

Registered:
20.11.2018

SP97601

LEVEL 3

DIAGRAM '13'
N.T.S.



S STORAGE
CP COMMON PROPERTY

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: ... 1 AUGUST 2018

Reference: 8072

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1: 250

Lengths are in metres.



20.11.2018

SP97601

PLAN FORM 1 (A3)

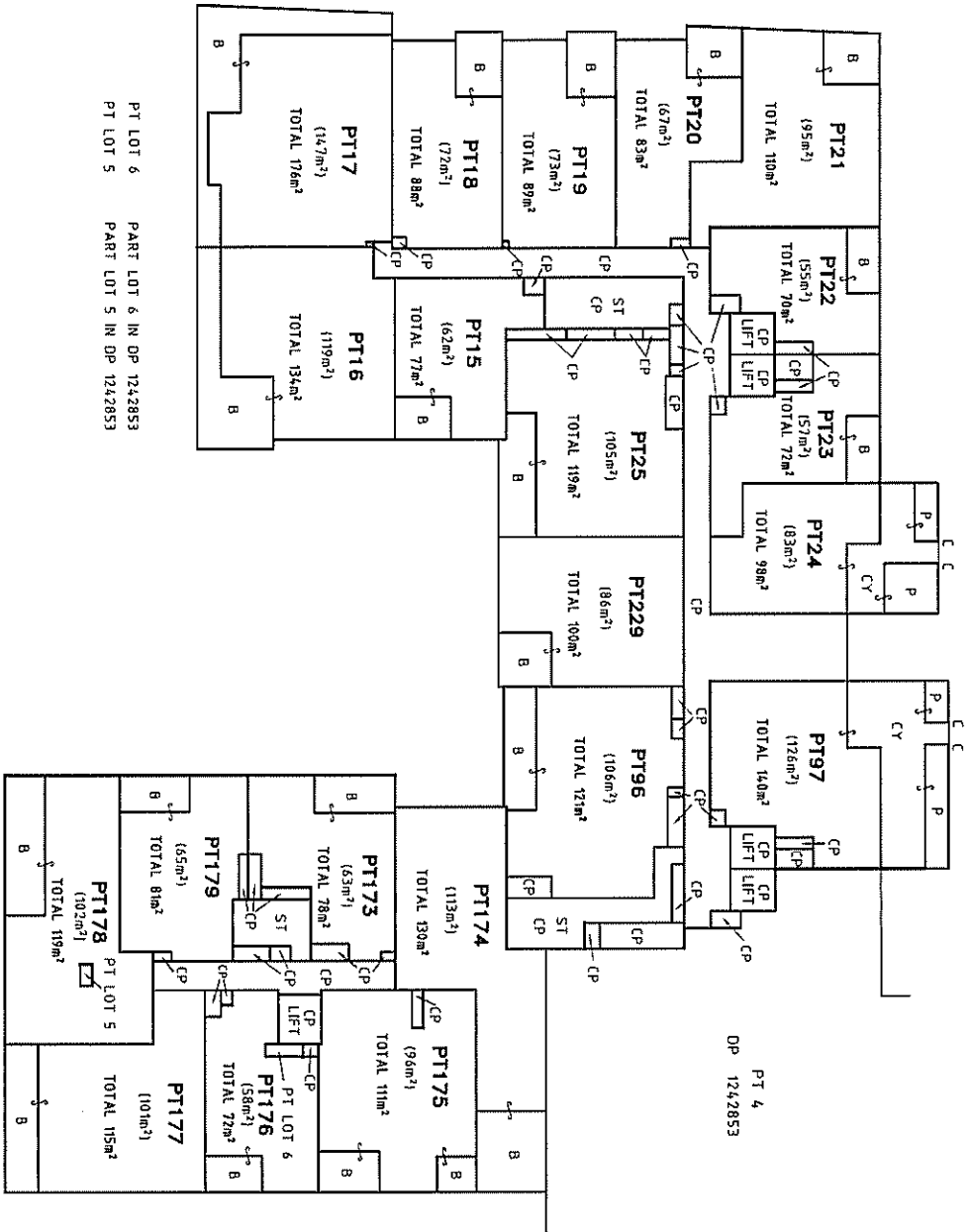
SP97601

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ePlan

SHEET 20 OF 28 SHEETS

LEVEL 4



- C CORNER OF WALL
- ST STAIRS (CP)
- B BALCONY
- CY COURTYARD
- CP COMMON PROPERTY
- P PLANTER BOX

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

THE STRATUM OF THE BALCONIES, COURTYARDS AND PLANTERS IS LIMITED TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG
 Date: 1 AUGUST 2018
 Reference: 8072

PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853

LGA: RYDE
 Locality: RYDE
 Reduction Ratio: 1: 250
 Lengths are in metres.



Registered:
 20.11.2018

SP97601

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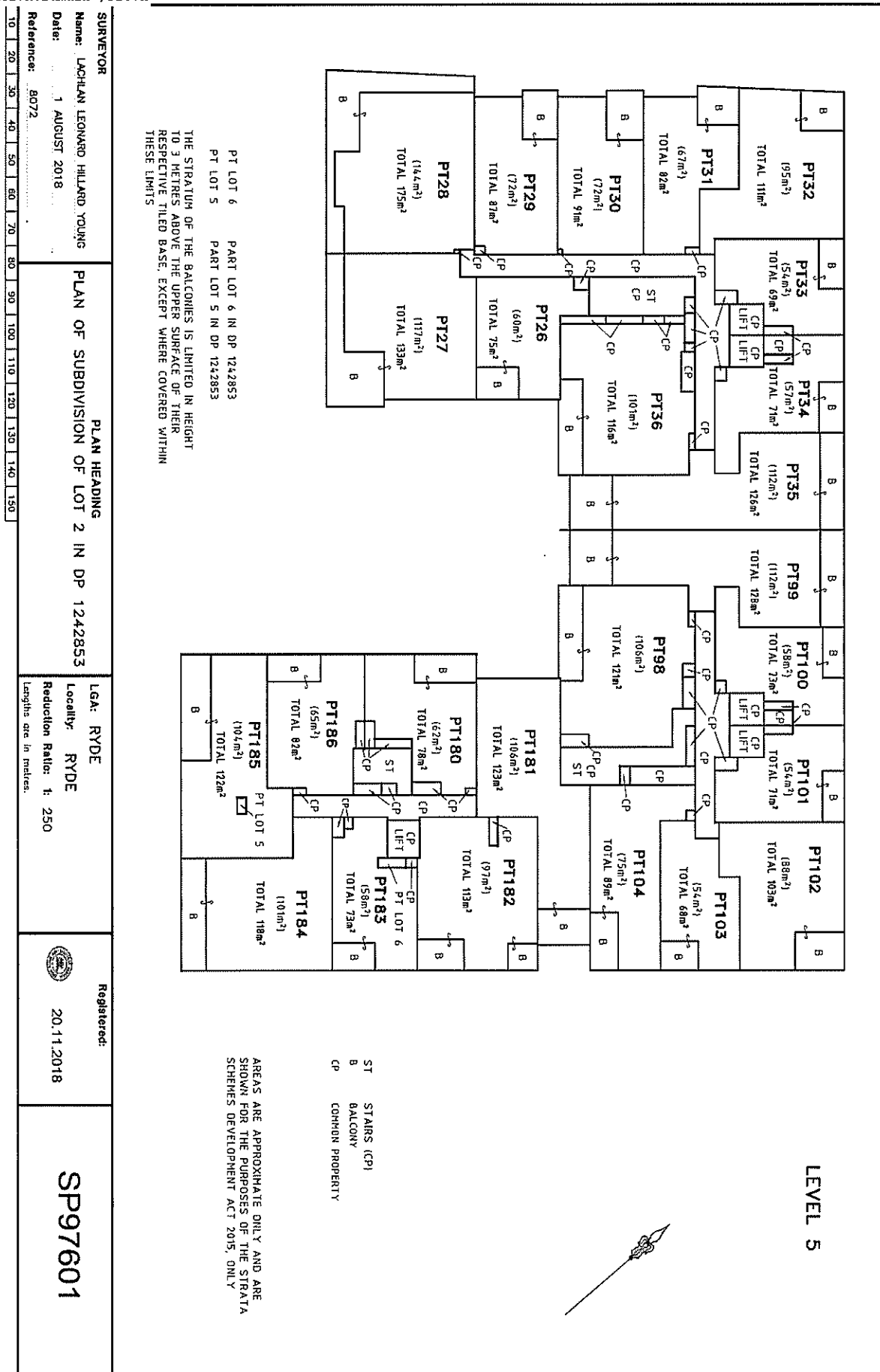
PLAN FORM 1 (A3)

SP97601

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

oPlan

SHEET 21 OF 28 SHEETS



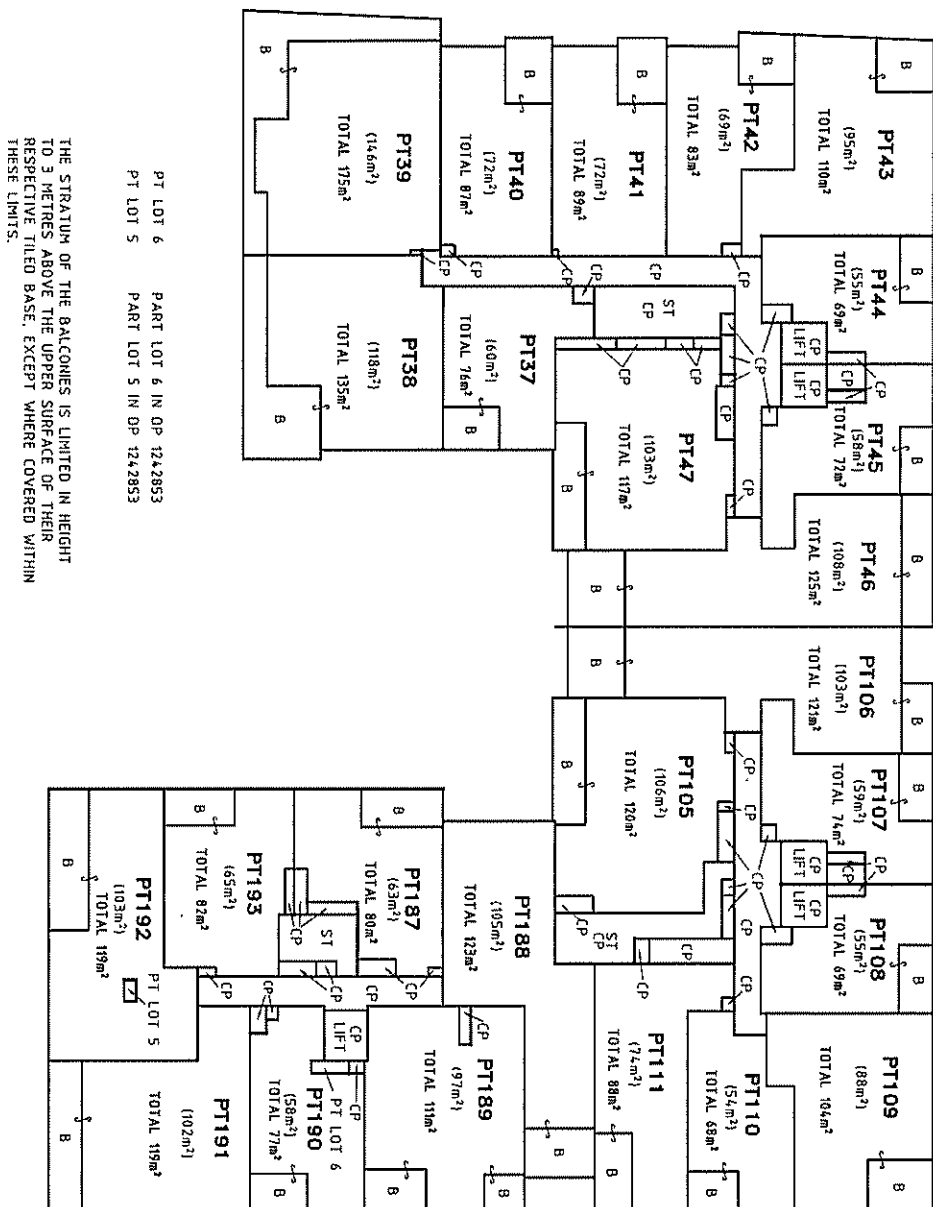
PLAN FORM 1 (A3)

SP97601

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SHEET 22 OF 28 SHEETS



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

PT LOT 6 PART LOT 6 IN DP 1242853
 PT LOT 5 PART LOT 5 IN DP 1242853

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

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 1 AUGUST 2018

Reference: 8072

PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1: 250

Lengths are in metres.

Registered:

20.11.2018

SP97601

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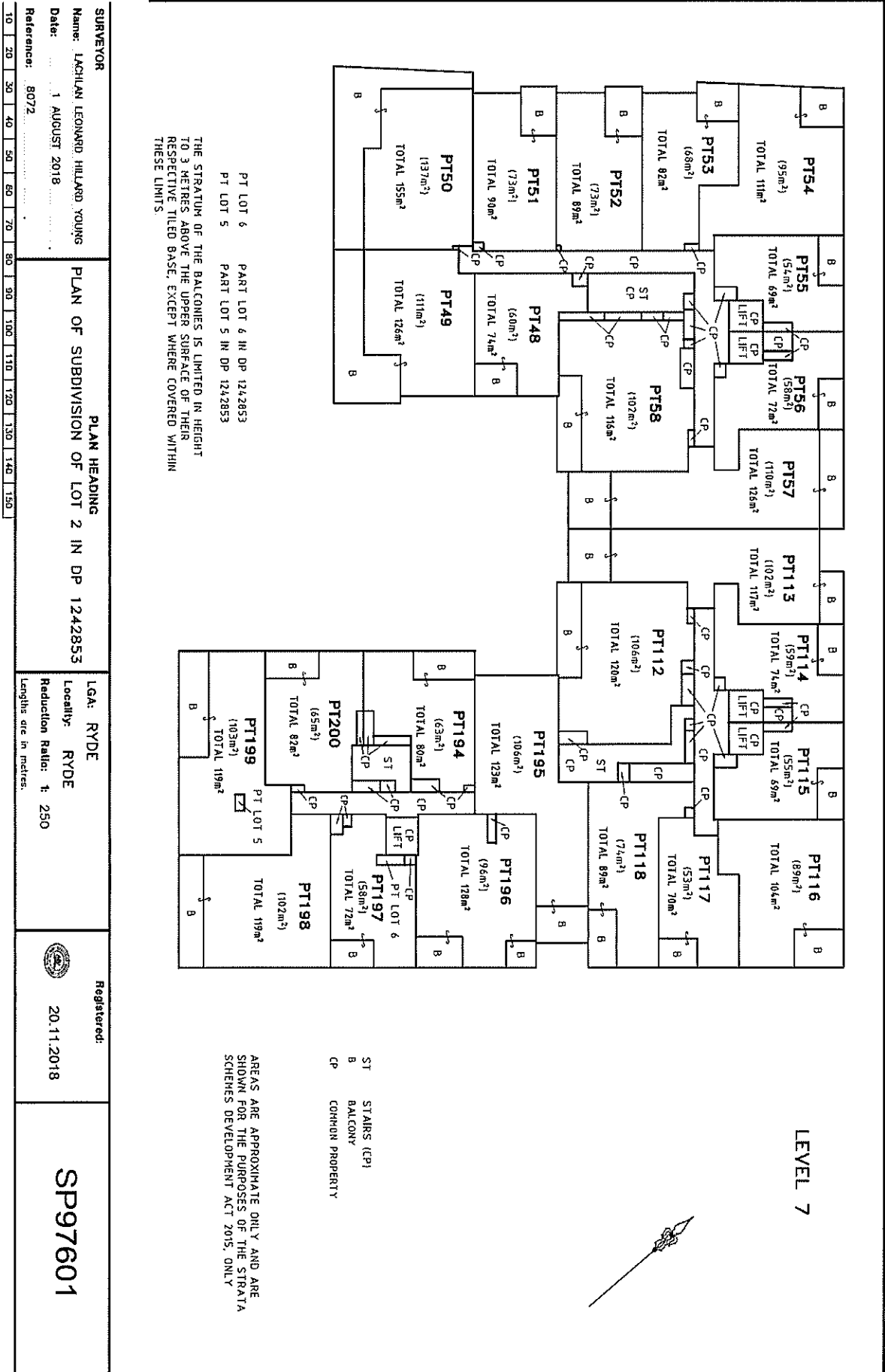
PLAN FORM 1 (A3)

SP97601

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ePlan

SHEET 23 OF 28 SHEETS



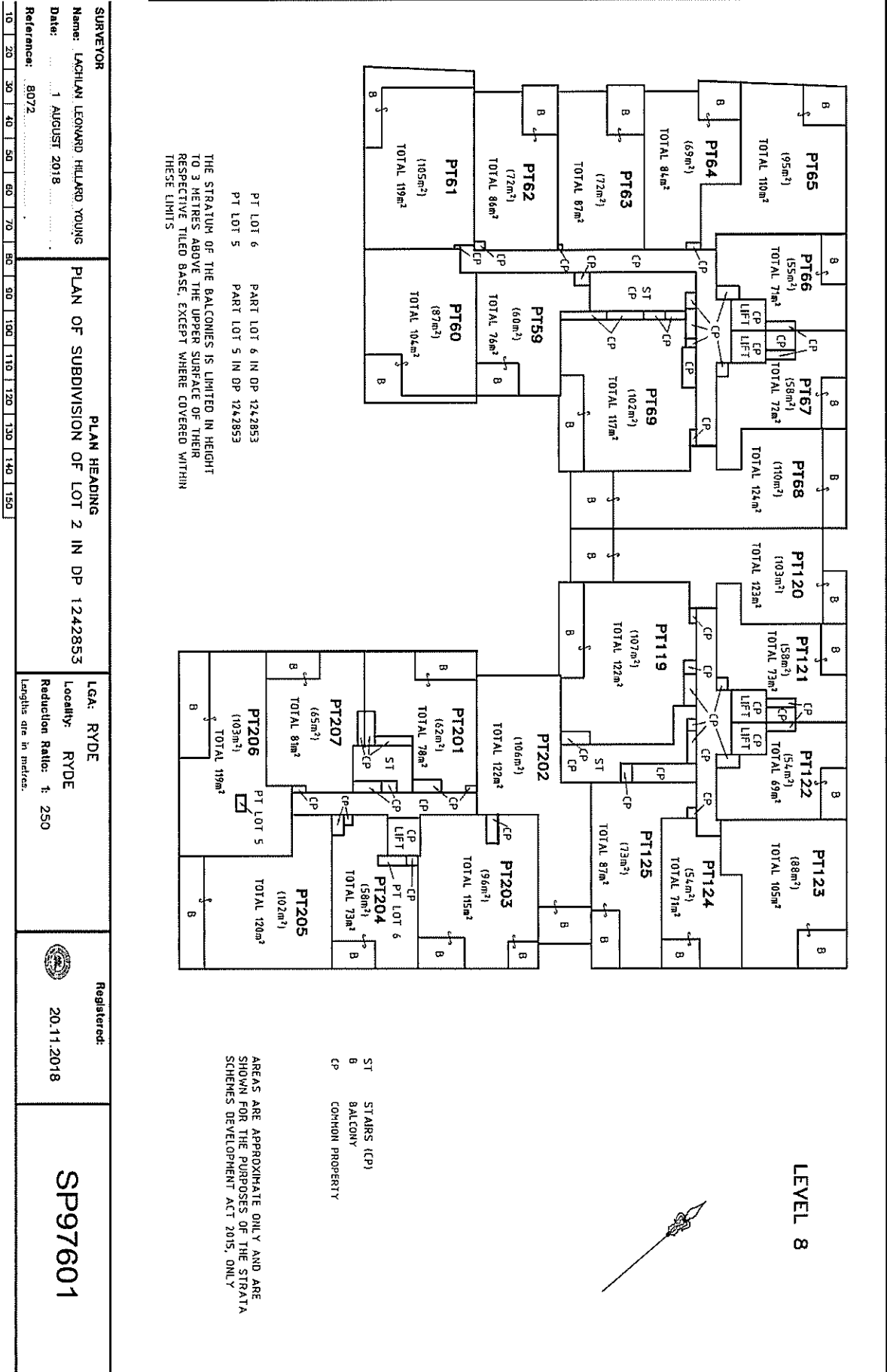
PLAN FORM 1 (A3)

SP97601

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SHEET 24 OF 28 SHEETS



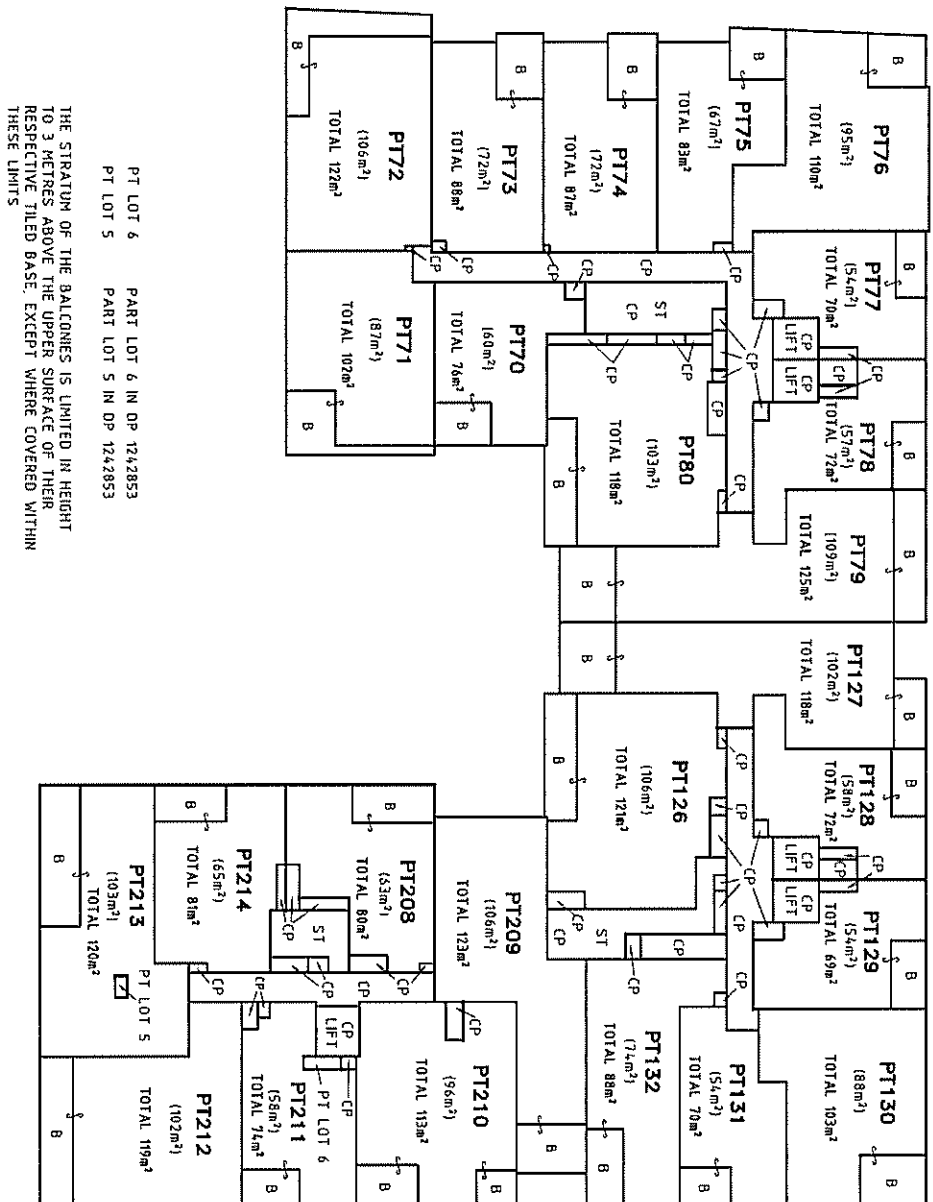
PLAN FORM 1 (A3)

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SHEET 25 OF 28 SHEETS



ST STAIRS (CP)
 B BALCONY
 CP COMMON PROPERTY

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

SURVEYOR Name: LACHLAN LEONARD HILLARD YOUNG Date: 1 AUGUST 2018 Reference: 8072		PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853		LGA: RYDE Locality: RYDE Reduction Ratio: 1: 250 Lengths are in metres.		Registered: 20.11.2018		SP97601	
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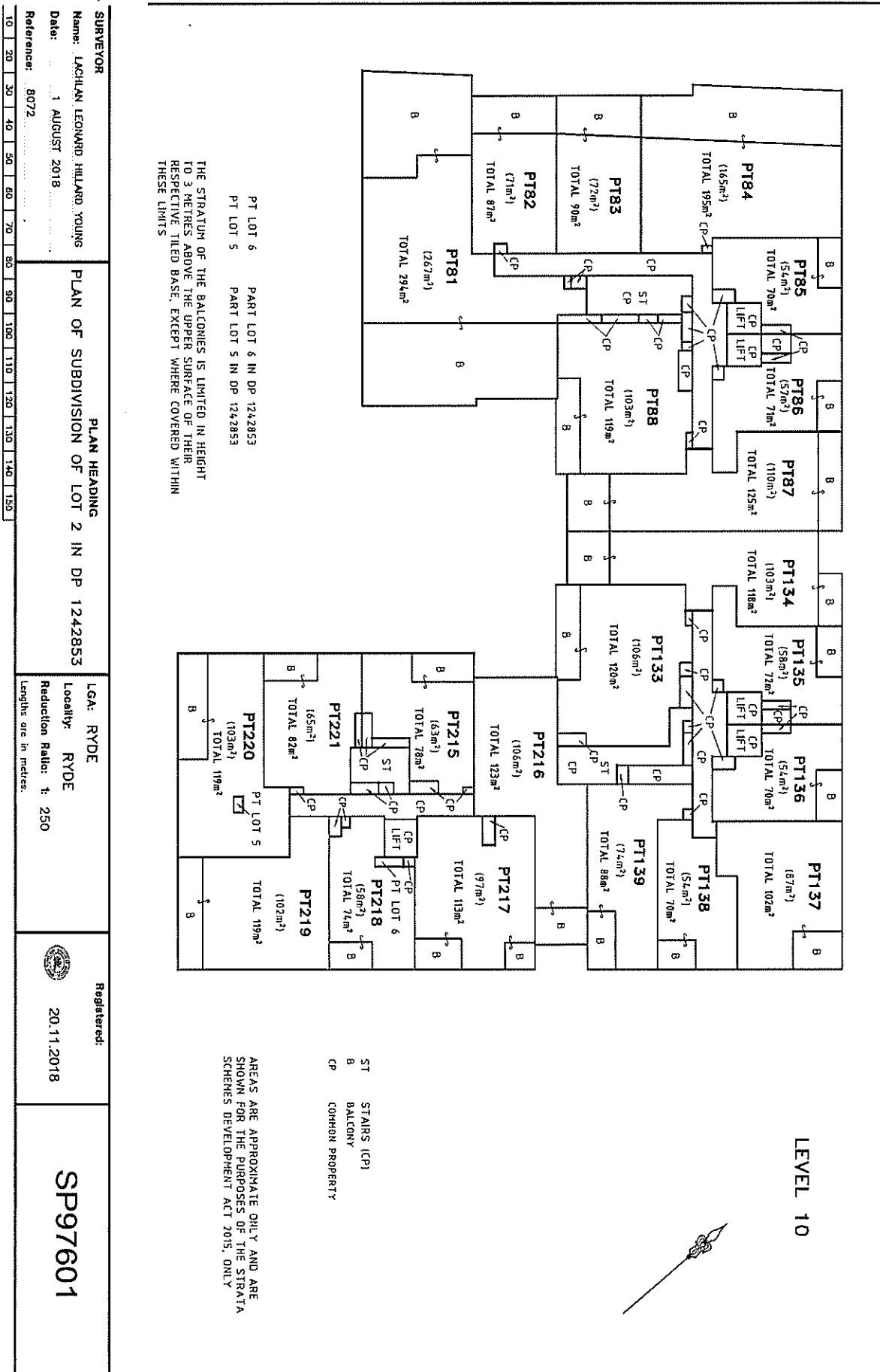
PLAN FORM 1 (A3)

SP97601

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SHEET 26 OF 28 SHEETS



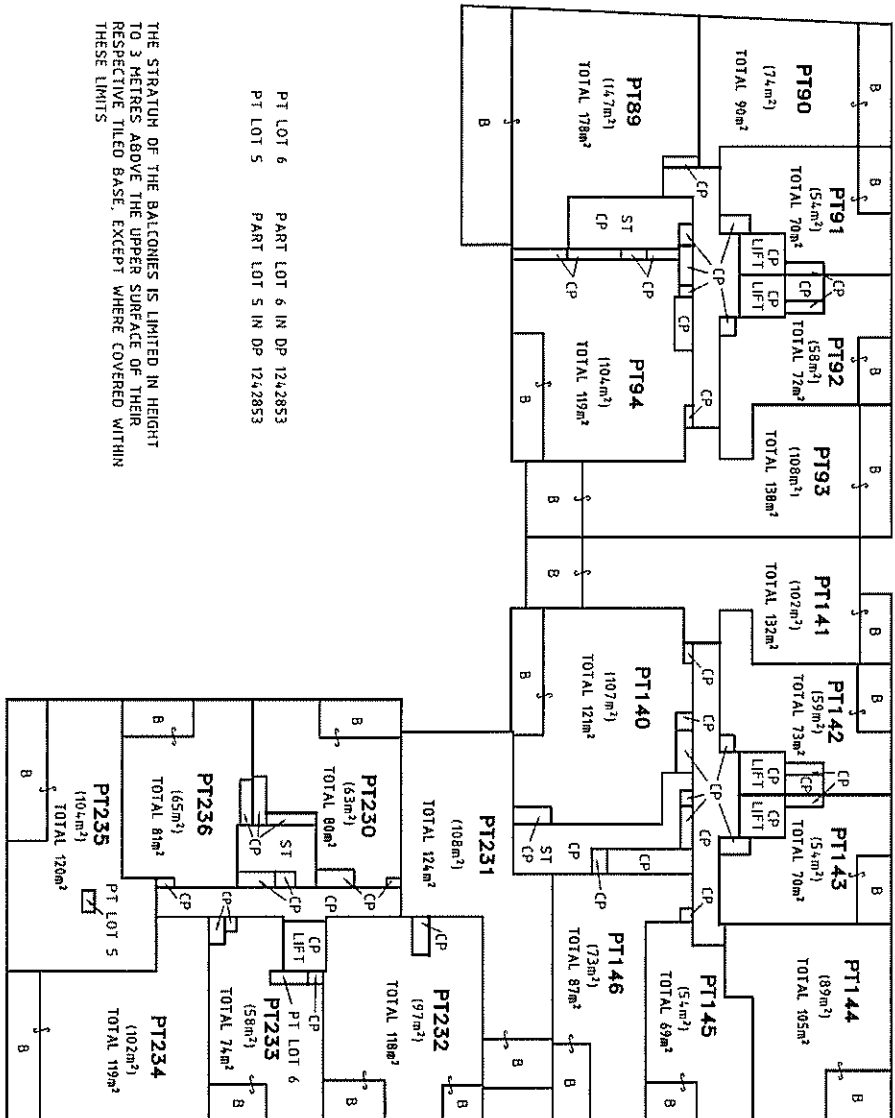
PLAN FORM 1 (A3)

SP97601

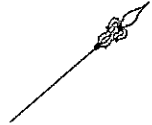
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SHEET 27 OF 28 SHEETS



LEVEL 11



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS

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

PT LOT 6 PART LOT 6 IN DP 1242853
 PT LOT 5 PART LOT 5 IN DP 1242853

ST STAIRS (CP)
 B BALCONY
 CP COMMON PROPERTY

SURVEYOR Name: LACHLAN LEONARD HILLARD YOUNG Date: 1 AUGUST 2018 Reference: 8072		PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853		LGA: RYDE Locality: RYDE Reduction Ratio: 1: 250 Lengths are in metres.		Registered: 20.11.2018		SP97601	
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PLAN FORM 1 (A3)

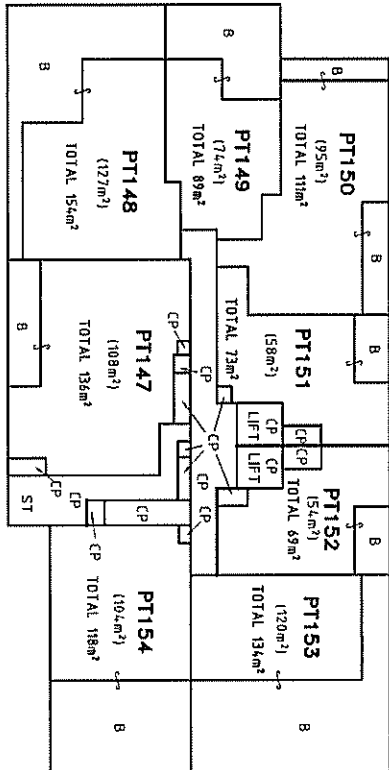
SP97601

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

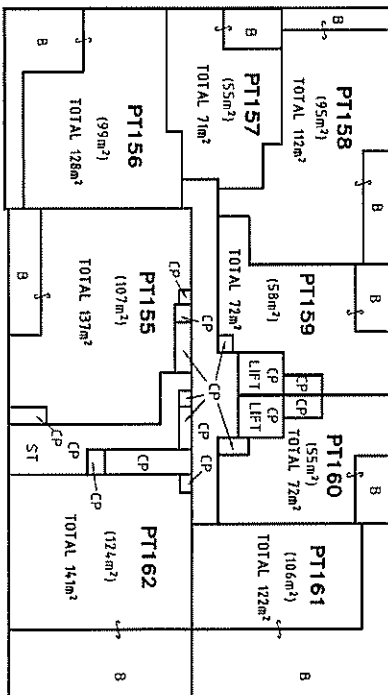
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SHEET 28 OF 28 SHEETS

LEVEL 12



LEVEL 13



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

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 1 AUGUST 2018

Reference: 8072

PLAN OF SUBDIVISION OF LOT 2 IN DP 1242853

PLAN HEADING

LGA: RYDE

Locality: RYDE

Reduction Ratio: 1: 250

Lengths are in metres.

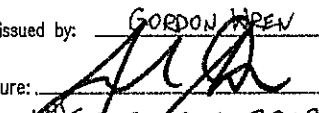
Registered:

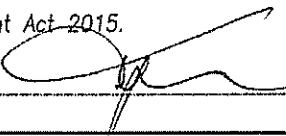
20.11.2018

SP97601

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SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 13 sheet(s)
Office Use Only		Office Use Only
Registered:  20.11.2018		SP97601
PLAN OF SUBDIVISION OF: LOT 2 IN DP 1242853		LGA: RYDE Locality: RYDE Parish: HUNTERS HILL County: CUMBERLAND
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents 12 NANCARROW AVENUE RYDE 2112 Provide on Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model By laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.
Surveyor's Certificate I <u>LACHLAN LEONARD HILLARD YOUNG</u> <u>RAMSAY SURVEYORS PTY LTD</u> of <u>PO BOX 2244 CARLINGFORD 2118</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. * The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: <u>1 AUGUST 2018</u> Surveyor ID: <u>8676</u> Surveyor's Reference: <u>8072</u> ^ Insert the Deposited Plan number or Dealing number of the instrument that created the easement		Strata Certificate (Accredited Certifier) I <u>GORDON WREN</u> being an Accredited Certifier, accreditation number <u>BPB 0447</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>SC2643</u> Relevant Planning Approval No: <u>CDC 943</u> issued by: <u>GORDON WREN</u> Signature:  Date: <u>15 SEPTEMBER 2018</u> ^ Insert lot numbers of proposed utility lots.
* Strike through if inapplicable		

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 13 sheet(s)			
Office Use Only		Office Use Only			
Registered:	 20.11.2018	SP97601			
VALUER'S CERTIFICATE					
I, <u>TYRONE HODGE APT CRV</u> being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> , certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 <i>Strata Schemes Development Act 2015</i> .					
Signature: 		Date: <u>10/9/18</u>			
SCHEDULE OF UNIT ENTITLEMENT					
LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	457	30	341	59	324
2	351	31	331	60	561
3	306	32	447	61	600
4	435	33	301	62	353
5	425	34	309	63	353
6	400	35	499	64	343
7	400	36	487	65	457
8	336	37	319	66	311
9	336	38	600	67	321
10	326	39	781	68	506
11	442	40	343	69	494
12	297	41	343	70	329
13	304	42	334	71	563
14	482	43	450	72	603
15	311	44	304	73	358
16	595	45	311	74	358
17	628	46	502	75	348
18	339	47	489	76	467
19	339	48	321	77	314
20	329	49	561	78	324
21	445	50	600	79	509
22	299	51	348	80	499
23	306	52	348	81	791
24	316	53	338	82	358
25	484	54	452	83	358
26	316	55	306	84	652
27	598	56	316	85	319
28	776	57	504	86	329
29	341	58	492	87	514
SCHEDULE OF UNIT ENTITLEMENT CONTINUES ON SHEET 3					
Surveyors's Reference: 8072					

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 13 sheet(s)
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Office Use Only Registered:  20.11.2018	Office Use Only SP97601
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This sheet is for the provision of the following information as required:

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

SCHEDULE OF UNIT ENTITLEMENT CONTINUED FROM SHEET 2

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
88	504	114	316	140	509
89	791	115	306	141	519
90	361	116	455	142	334
91	324	117	301	143	324
92	334	118	346	144	467
93	519	119	494	145	319
94	509	120	506	146	363
95	482	121	321	147	613
96	484	122	311	148	623
97	400	123	457	149	363
98	487	124	304	150	511
99	499	125	348	151	338
100	309	126	499	152	329
101	301	127	509	153	405
102	450	128	324	154	415
103	296	129	314	155	618
104	341	130	460	156	628
105	489	131	309	157	363
106	502	132	353	158	519
107	311	133	504	159	343
108	304	134	514	160	334
109	452	135	329	161	405
110	299	136	319	162	628
111	343	137	462	163	316
112	492	138	314	164	571
113	504	139	358	165	321

SCHEDULE OF UNIT ENTITLEMENT CONTINUES ON SHEET 4

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 13 sheet(s)
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Office Use Only Registered:  20.11.2018	Office Use Only SP97601
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SCHEDULE OF UNIT ENTITLEMENT CONTINUED FROM SHEET 3

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
166	316	191	581	216	464
167	336	192	595	217	452
168	336	193	334	218	343
169	316	194	329	219	593
170	573	195	457	220	608
171	588	196	445	221	353
172	326	197	331	222	331
173	319	198	583	223	297
174	437	199	598	224	311
175	428	200	338	225	586
176	321	201	334	226	593
177	576	202	460	227	618
178	591	203	447	228	371
179	329	204	334	229	376
180	321	205	586	230	351
181	440	206	600	231	467
182	430	207	343	232	455
183	326	208	338	233	348
184	578	209	462	234	598
185	593	210	450	235	613
186	331	211	338	236	358
187	324	212	588	AGGREGATE	100000
188	442	213	603		
189	433	214	348		
190	329	215	343		

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 13 sheet(s)
Office Use Only	Office Use Only	
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- Signatures and seals – see section 22 Strata Schemes Development Act 2015

STREET ADDRESS SCHEDULE

LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
CP		12	NANCARROW	AVENUE	RYDE
1	205A	12	NANCARROW	AVENUE	RYDE
2	206A	12	NANCARROW	AVENUE	RYDE
3	303A	12	NANCARROW	AVENUE	RYDE
4	201A	12	NANCARROW	AVENUE	RYDE
5	202A	12	NANCARROW	AVENUE	RYDE
6	203A	12	NANCARROW	AVENUE	RYDE
7	204A	12	NANCARROW	AVENUE	RYDE
8	306A	12	NANCARROW	AVENUE	RYDE
9	307A	12	NANCARROW	AVENUE	RYDE
10	308A	12	NANCARROW	AVENUE	RYDE
11	309A	12	NANCARROW	AVENUE	RYDE
12	310A	12	NANCARROW	AVENUE	RYDE
13	304A	12	NANCARROW	AVENUE	RYDE
14	302A	12	NANCARROW	AVENUE	RYDE
15	405A	12	NANCARROW	AVENUE	RYDE
16	406A	12	NANCARROW	AVENUE	RYDE
17	407A	12	NANCARROW	AVENUE	RYDE
18	408A	12	NANCARROW	AVENUE	RYDE
19	409A	12	NANCARROW	AVENUE	RYDE
20	410A	12	NANCARROW	AVENUE	RYDE
21	411A	12	NANCARROW	AVENUE	RYDE
22	412A	12	NANCARROW	AVENUE	RYDE
23	401A	12	NANCARROW	AVENUE	RYDE
24	402A	12	NANCARROW	AVENUE	RYDE
25	404A	12	NANCARROW	AVENUE	RYDE
26	504A	12	NANCARROW	AVENUE	RYDE
27	505A	12	NANCARROW	AVENUE	RYDE
28	506A	12	NANCARROW	AVENUE	RYDE
29	507A	12	NANCARROW	AVENUE	RYDE
30	508A	12	NANCARROW	AVENUE	RYDE
31	509A	12	NANCARROW	AVENUE	RYDE
32	510A	12	NANCARROW	AVENUE	RYDE
33	511A	12	NANCARROW	AVENUE	RYDE
34	501A	12	NANCARROW	AVENUE	RYDE
35	502A	12	NANCARROW	AVENUE	RYDE

STREET ADDRESS SCHEDULE CONTINUES ON SHEET 6

Surveyors' Reference: 8072

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 13 sheet(s)
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Registered:  20.11.2018	SP97601	

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

STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 5

LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
36	503A	12	NANCARROW	AVENUE	RYDE
37	604A	12	NANCARROW	AVENUE	RYDE
38	605A	12	NANCARROW	AVENUE	RYDE
39	606A	12	NANCARROW	AVENUE	RYDE
40	607A	12	NANCARROW	AVENUE	RYDE
41	608A	12	NANCARROW	AVENUE	RYDE
42	609A	12	NANCARROW	AVENUE	RYDE
43	610A	12	NANCARROW	AVENUE	RYDE
44	611A	12	NANCARROW	AVENUE	RYDE
45	601A	12	NANCARROW	AVENUE	RYDE
46	602A	12	NANCARROW	AVENUE	RYDE
47	603A	12	NANCARROW	AVENUE	RYDE
48	704A	12	NANCARROW	AVENUE	RYDE
49	705A	12	NANCARROW	AVENUE	RYDE
50	706A	12	NANCARROW	AVENUE	RYDE
51	707A	12	NANCARROW	AVENUE	RYDE
52	708A	12	NANCARROW	AVENUE	RYDE
53	709A	12	NANCARROW	AVENUE	RYDE
54	710A	12	NANCARROW	AVENUE	RYDE
55	711A	12	NANCARROW	AVENUE	RYDE
56	701A	12	NANCARROW	AVENUE	RYDE
57	702A	12	NANCARROW	AVENUE	RYDE
58	703A	12	NANCARROW	AVENUE	RYDE
59	804A	12	NANCARROW	AVENUE	RYDE
60	805A	12	NANCARROW	AVENUE	RYDE
61	806A	12	NANCARROW	AVENUE	RYDE
62	807A	12	NANCARROW	AVENUE	RYDE
63	808A	12	NANCARROW	AVENUE	RYDE
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67	801A	12	NANCARROW	AVENUE	RYDE
68	802A	12	NANCARROW	AVENUE	RYDE
69	803A	12	NANCARROW	AVENUE	RYDE
70	904A	12	NANCARROW	AVENUE	RYDE
71	905A	12	NANCARROW	AVENUE	RYDE

STREET ADDRESS SCHEDULE CONTINUES ON SHEET 7

Surveyors's Reference: 8072

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 13 sheet(s)			
Office Use Only		Office Use Only			
Registered:	 20.11.2018	SP97601			
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STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 6					
LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
72	906A	12	NANCARROW	AVENUE	RYDE
73	907A	12	NANCARROW	AVENUE	RYDE
74	908A	12	NANCARROW	AVENUE	RYDE
75	909A	12	NANCARROW	AVENUE	RYDE
76	910A	12	NANCARROW	AVENUE	RYDE
77	911A	12	NANCARROW	AVENUE	RYDE
78	901A	12	NANCARROW	AVENUE	RYDE
79	902A	12	NANCARROW	AVENUE	RYDE
80	903A	12	NANCARROW	AVENUE	RYDE
81	1004A	12	NANCARROW	AVENUE	RYDE
82	1005A	12	NANCARROW	AVENUE	RYDE
83	1006A	12	NANCARROW	AVENUE	RYDE
84	1007A	12	NANCARROW	AVENUE	RYDE
85	1008A	12	NANCARROW	AVENUE	RYDE
86	1001A	12	NANCARROW	AVENUE	RYDE
87	1002A	12	NANCARROW	AVENUE	RYDE
88	1003A	12	NANCARROW	AVENUE	RYDE
89	1104A	12	NANCARROW	AVENUE	RYDE
90	1105A	12	NANCARROW	AVENUE	RYDE
91	1106A	12	NANCARROW	AVENUE	RYDE
92	1101A	12	NANCARROW	AVENUE	RYDE
93	1102A	12	NANCARROW	AVENUE	RYDE
94	1103A	12	NANCARROW	AVENUE	RYDE
95	301B	12	NANCARROW	AVENUE	RYDE
96	401B	12	NANCARROW	AVENUE	RYDE
97	402B	12	NANCARROW	AVENUE	RYDE
98	505B	12	NANCARROW	AVENUE	RYDE
99	506B	12	NANCARROW	AVENUE	RYDE
100	507B	12	NANCARROW	AVENUE	RYDE
101	501B	12	NANCARROW	AVENUE	RYDE
102	502B	12	NANCARROW	AVENUE	RYDE
103	503B	12	NANCARROW	AVENUE	RYDE
104	504B	12	NANCARROW	AVENUE	RYDE
105	605B	12	NANCARROW	AVENUE	RYDE
106	606B	12	NANCARROW	AVENUE	RYDE
107	607B	12	NANCARROW	AVENUE	RYDE
STREET ADDRESS SCHEDULE CONTINUES ON SHEET 8					
Surveyors' Reference: 8072					

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 13 sheet(s)			
Office Use Only	Office Use Only				
Registered:  20.11.2018	SP97601				
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STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 7					
LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
108	601B	12	NANCARROW	AVENUE	RYDE
109	602B	12	NANCARROW	AVENUE	RYDE
110	603B	12	NANCARROW	AVENUE	RYDE
111	604B	12	NANCARROW	AVENUE	RYDE
112	705B	12	NANCARROW	AVENUE	RYDE
113	706B	12	NANCARROW	AVENUE	RYDE
114	707B	12	NANCARROW	AVENUE	RYDE
115	701B	12	NANCARROW	AVENUE	RYDE
116	702B	12	NANCARROW	AVENUE	RYDE
117	703B	12	NANCARROW	AVENUE	RYDE
118	704B	12	NANCARROW	AVENUE	RYDE
119	805B	12	NANCARROW	AVENUE	RYDE
120	806B	12	NANCARROW	AVENUE	RYDE
121	807B	12	NANCARROW	AVENUE	RYDE
122	801B	12	NANCARROW	AVENUE	RYDE
123	802B	12	NANCARROW	AVENUE	RYDE
124	803B	12	NANCARROW	AVENUE	RYDE
125	804B	12	NANCARROW	AVENUE	RYDE
126	905B	12	NANCARROW	AVENUE	RYDE
127	906B	12	NANCARROW	AVENUE	RYDE
128	907B	12	NANCARROW	AVENUE	RYDE
129	901B	12	NANCARROW	AVENUE	RYDE
130	902B	12	NANCARROW	AVENUE	RYDE
131	903B	12	NANCARROW	AVENUE	RYDE
132	904B	12	NANCARROW	AVENUE	RYDE
133	1005B	12	NANCARROW	AVENUE	RYDE
134	1006B	12	NANCARROW	AVENUE	RYDE
135	1007B	12	NANCARROW	AVENUE	RYDE
136	1001B	12	NANCARROW	AVENUE	RYDE
137	1002B	12	NANCARROW	AVENUE	RYDE
138	1003B	12	NANCARROW	AVENUE	RYDE
139	1004B	12	NANCARROW	AVENUE	RYDE
140	1105B	12	NANCARROW	AVENUE	RYDE
141	1106B	12	NANCARROW	AVENUE	RYDE
142	1107B	12	NANCARROW	AVENUE	RYDE
143	1101B	12	NANCARROW	AVENUE	RYDE
STREET ADDRESS SCHEDULE CONTINUES ON SHEET 9					
Surveyor's Reference: 8072					

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 9 of 13 sheet(s)			
Office Use Only		Office Use Only			
Registered:	 20.11.2018	SP97601			
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals – see section 22 <i>Strata Schemes Development Act 2015</i>					
STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 8					
LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
144	1102B	12	NANCARROW	AVENUE	RYDE
145	1103B	12	NANCARROW	AVENUE	RYDE
146	1104B	12	NANCARROW	AVENUE	RYDE
147	1204B	12	NANCARROW	AVENUE	RYDE
148	1205B	12	NANCARROW	AVENUE	RYDE
149	1206B	12	NANCARROW	AVENUE	RYDE
150	1207B	12	NANCARROW	AVENUE	RYDE
151	1208B	12	NANCARROW	AVENUE	RYDE
152	1201B	12	NANCARROW	AVENUE	RYDE
153	1202B	12	NANCARROW	AVENUE	RYDE
154	1203B	12	NANCARROW	AVENUE	RYDE
155	1304B	12	NANCARROW	AVENUE	RYDE
156	1305B	12	NANCARROW	AVENUE	RYDE
157	1307B	12	NANCARROW	AVENUE	RYDE
158	1307B	12	NANCARROW	AVENUE	RYDE
159	1308B	12	NANCARROW	AVENUE	RYDE
160	1301B	12	NANCARROW	AVENUE	RYDE
161	1302B	12	NANCARROW	AVENUE	RYDE
162	1303B	12	NANCARROW	AVENUE	RYDE
163	205C	12	NANCARROW	AVENUE	RYDE
164	202C	12	NANCARROW	AVENUE	RYDE
165	204C	12	NANCARROW	AVENUE	RYDE
166	305C	12	NANCARROW	AVENUE	RYDE
167	306C	12	NANCARROW	AVENUE	RYDE
168	307C	12	NANCARROW	AVENUE	RYDE
169	301C	12	NANCARROW	AVENUE	RYDE
170	302C	12	NANCARROW	AVENUE	RYDE
171	303C	12	NANCARROW	AVENUE	RYDE
172	304C	12	NANCARROW	AVENUE	RYDE
173	405C	12	NANCARROW	AVENUE	RYDE
174	406C	12	NANCARROW	AVENUE	RYDE
175	407C	12	NANCARROW	AVENUE	RYDE
176	401C	12	NANCARROW	AVENUE	RYDE
177	402C	12	NANCARROW	AVENUE	RYDE
178	403C	12	NANCARROW	AVENUE	RYDE
179	404C	12	NANCARROW	AVENUE	RYDE
STREET ADDRESS SCHEDULE CONTINUES ON SHEET 10					
Surveyors' Reference: 8072					

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Office Use Only	Office Use Only				
Registered:  20.11.2018	SP97601				
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals – see section 22 <i>Strata Schemes Development Act 2015</i>					
STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 9					
LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
180	505C	12	NANCARROW	AVENUE	RYDE
181	506C	12	NANCARROW	AVENUE	RYDE
182	507C	12	NANCARROW	AVENUE	RYDE
183	501C	12	NANCARROW	AVENUE	RYDE
184	502C	12	NANCARROW	AVENUE	RYDE
185	503C	12	NANCARROW	AVENUE	RYDE
186	504C	12	NANCARROW	AVENUE	RYDE
187	605C	12	NANCARROW	AVENUE	RYDE
188	606C	12	NANCARROW	AVENUE	RYDE
189	607C	12	NANCARROW	AVENUE	RYDE
190	601C	12	NANCARROW	AVENUE	RYDE
191	602C	12	NANCARROW	AVENUE	RYDE
192	603C	12	NANCARROW	AVENUE	RYDE
193	604C	12	NANCARROW	AVENUE	RYDE
194	705C	12	NANCARROW	AVENUE	RYDE
195	706C	12	NANCARROW	AVENUE	RYDE
196	707C	12	NANCARROW	AVENUE	RYDE
197	701C	12	NANCARROW	AVENUE	RYDE
198	702C	12	NANCARROW	AVENUE	RYDE
199	703C	12	NANCARROW	AVENUE	RYDE
200	704C	12	NANCARROW	AVENUE	RYDE
201	805C	12	NANCARROW	AVENUE	RYDE
202	806C	12	NANCARROW	AVENUE	RYDE
203	807C	12	NANCARROW	AVENUE	RYDE
204	801C	12	NANCARROW	AVENUE	RYDE
205	802C	12	NANCARROW	AVENUE	RYDE
206	803C	12	NANCARROW	AVENUE	RYDE
207	804C	12	NANCARROW	AVENUE	RYDE
208	905C	12	NANCARROW	AVENUE	RYDE
209	906C	12	NANCARROW	AVENUE	RYDE
210	907C	12	NANCARROW	AVENUE	RYDE
211	901C	12	NANCARROW	AVENUE	RYDE
212	902C	12	NANCARROW	AVENUE	RYDE
213	903C	12	NANCARROW	AVENUE	RYDE
214	904C	12	NANCARROW	AVENUE	RYDE
215	1005C	12	NANCARROW	AVENUE	RYDE
STREET ADDRESS SCHEDULE CONTINUES ON SHEET 11					
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 11 of 13 sheet(s)
Office Use Only	Office Use Only	
Registered:  20.11.2018	SP97601	

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

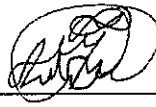
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals – see section 22 *Strata Schemes Development Act 2015*

STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 10

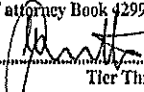
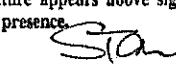
LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
216	1006C	12	NANCARROW	AVENUE	RYDE
217	1007C	12	NANCARROW	AVENUE	RYDE
218	1001C	12	NANCARROW	AVENUE	RYDE
219	1002C	12	NANCARROW	AVENUE	RYDE
220	1003C	12	NANCARROW	AVENUE	RYDE
221	1004C	12	NANCARROW	AVENUE	RYDE
222	206C	12	NANCARROW	AVENUE	RYDE
223	207C	12	NANCARROW	AVENUE	RYDE
224	201C	12	NANCARROW	AVENUE	RYDE
225	203C	12	NANCARROW	AVENUE	RYDE
226	304A	12	NANCARROW	AVENUE	RYDE
227	305A	12	NANCARROW	AVENUE	RYDE
228	302B	12	NANCARROW	AVENUE	RYDE
229	403A	12	NANCARROW	AVENUE	RYDE
230	1105C	12	NANCARROW	AVENUE	RYDE
231	1106C	12	NANCARROW	AVENUE	RYDE
232	1107C	12	NANCARROW	AVENUE	RYDE
233	1101C	12	NANCARROW	AVENUE	RYDE
234	1102C	12	NANCARROW	AVENUE	RYDE
235	1103C	12	NANCARROW	AVENUE	RYDE
236	1104C	12	NANCARROW	AVENUE	RYDE

Surveyors' Reference: 8072

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Office Use Only		Office Use Only
Registered:	 20.11.2018	SP97601
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SIGNED BY BAYONE PROJECTS PTY LTD ABN 31 113 337 518 PURSUANT TO S127 CORPORATIONS ACT 2001  SIGN Sole Director / Secretary OFFICE (DIRECTOR OR SECRETARY) SARKIS NASSIF FULL NAME SIGNED BY 357 HPG PTY LTD ABN 59 133 364 084 PURSUANT TO S127 CORPORATIONS ACT 2001  SIGN Sole Director / Secretary OFFICE (DIRECTOR OR SECRETARY) SARKIS NASSIF FULL NAME		
Surveyors's Reference: 8072		

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 13 of 13 sheet(s)
Office Use Only		Office Use Only
Registered:	 20.11.2018	SP97601
This sheet is for the provision of the following information as required: • Any information which cannot fit in the appropriate panel of any previous administration sheets • Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals – see section 22 Strata Schemes Development Act 2015		
Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee SIGNED by <u>GRAHAM SMITH</u> as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332  (Signature) Tier Three Attorney By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney. I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence. Signature of witness:  Name of witness: <u>Sue Tan</u> Address of witness: <u>Level 3, 275 Kent St</u> <u>Sydney NSW 2000</u> S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.		
Surveyors' Reference: 8072		

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Approved Form 7		Strata Plan By-laws		Sheet 1 of 20 Sheet(s)	
Registered:		Office Use Only		Office Use Only	
 20.11.2018				SP97601	



SHEPHERDS BAY
MEADOWBANK

Strata By Laws
Pearl of the Bay Apartments

Approved Form 7	Strata Plan By-laws	Sheet 2 of 20 Sheet(s)
Registered:	Office Use Only	Office Use Only
 20.11.2018	SP97601	

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1. Definitions

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

Architectural Code means the standards and specifications set out in Schedule C of the strata management statement (as may be amended from time to time) applicable to this strata plan.

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

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

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

Building means the building or buildings constructed within the Parcel.

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

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

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

Building Management Agreement means the agreement between the Owners Corporation and the Building Manager contemplated by by-law 19.

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

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

Development Act means the Strata Schemes Development Act 2015.

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

Equipment includes plant, machinery, equipment and security devices.

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

Garbage means any refuse, recyclable material or waste.

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

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

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

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

Management Act means the Strata Schemes Management Act 2015.

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

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

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

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

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

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

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

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

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

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

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

Strata Plan means the strata plan comprising the residential apartments known as Pearl of the Bay Apartments at Shepherds Bay, 12 Nancarrow Avenue, Meadowbank, New South Wales.

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

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- 1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.
- 1.3 Any reference to:
- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation
 - (b) a thing includes the whole or each part of it, and
 - (c) the singular includes the plural and vice versa.
- 1.4 Headings do not affect the interpretation of the by-laws.
2. **Consent of Owners Corporation**
- 2.1 Where a by-law requires the consent of the Owners Corporation, unless stated otherwise in that by-law, the consent may be given by either:
- (a) the Owners Corporation in general meeting, or
 - (b) the Strata Committee at a duly convened meeting of the Strata Committee unless it is a Restricted Matter.
- 2.2 Consent given by the Owners Corporation under a by-law:
- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
 - (b) may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.
- 2.3 Notwithstanding the provisions of by-law 2.2, where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule or Code relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule or Code, the Owners Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.
- 2.4 Consent given by the Strata Committee under a by-law:
- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
 - (b) may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

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- 2.5 Owners and Occupiers must comply with any condition in a consent.
- 2.6 Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:
- (a) if the Owners Corporation has appointed a Building Manager, that act or activity must be reported to the Building Manager, and
 - (b) if the Owners Corporation has not appointed a Building Manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Strata Committee.
3. **Behaviour and responsibility on Common Property**
- 3.1 Owners and Occupiers must be adequately clothed when on Common Property.
- 3.2 Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.
- 3.3 Owners and Occupiers must not:
- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property
 - (b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property
 - (c) obstruct the lawful use of Common Property by any person
 - (d) smoke while on Common Property or allow smoke to emit from their Lot
 - (e) do anything which is illegal while on Common Property or
 - (f) bring or permit to enter, any heavy article which might cause structural damage to the Building.
- 3.4 Owners and Occupiers must ensure their children and the children of their visitors:
- (a) are accompanied by a responsible adult if they are playing within the bounds of Common Property and
 - (b) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.
- 3.5 Owners and Occupiers must ensure their invitees:
- (a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure
 - (b) do not do anything that they cannot do under the by-laws and

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

4. Common Property

4.1 Owners and Occupiers must:

- (a) inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation and
- (b) have consent from the Owners Corporation under the by-laws if alterations carried out on their Lot affect Common Property.

4.2 Owners and Occupiers must not:

- (a) do anything to damage or deface Common Property
- (b) interfere with any personal property vested in the Owners Corporation
- (c) interfere with the operation of any Equipment installed in the Common Property
- (d) damage any lawn, plant, tree or garden situated on or within Common Property
- (e) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose
- (f) place or hang laundry on any part of the Common Property
- (g) park or stand any motor vehicle, boat or other vehicle on any part of the Common Property or
- (h) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

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

5. Prevention of damage to Common Property

5.1 Owners and Occupiers must not:

- (a) interfere with the operation of any Equipment installed in the Common Property
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot)
- (c) interfere with Common Property or remove any Common Property placed there by direction or Owners Corporation, or
- (d) without the prior written consent of the Owners Corporation.

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6. Occupation and use of Lots

6.1 General

(a) Owners and Occupiers must:

- (i) keep their lot clean, tidy and in good repair and
- (ii) comply with all Laws affecting their Lot.

(b) Owners and Occupiers must not:

- (i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot and
- (ii) use or occupy or allow their Lot to be used or occupied:
 - (A) for any unlawful purpose or
 - (B) for any purpose that may affect, lessen or damage the reputation of the Building.
- (iii) break any Law whilst on their Lot
- (iv) place or hand laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot
- (v) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building
- (vi) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot
- (vii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires, or
- (viii) install or operate any intruder alarm in their Lot which permits an audible signal.

6.2 Window coverings

- (a) Owners and Occupiers may not alter, remove or replace the blinds installed in their Lot at the time of the registration of the Strata Scheme with a different window treatment (for example, curtains, shutters or louvres) unless:
- (i) The replacement window treatment is consistent with the Architectural Code and
 - (ii) The replacement window treatment has been approved by the Owners Corporation.

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- (b) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint.
- (c) Owners and Occupiers must not without the consent of the Owners Corporation:
 - (i) tint the windows or glass door of their Lot with any other type of tint
 - (ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds),
 - (iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which is visible from outside the Lot.

6.3 Cleaning windows

- (a) Owners and Occupiers must keep clean all interior surfaces and accessible exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property.
- (b) The Owners Corporation will arrange for the cleaning of all inaccessible exterior glass windows, doors or balustrades.
- (c) An Owner or Occupier must give the Owners Corporation access to their Lot if required for the cleaning of the glass windows, doors or balustrades.
- (d) The cost of the cleaning and maintenance of the glass windows, doors or balustrades which are not Common Property will be charged to the Owner of the Lot and if unpaid by the Owner, may be recovered from that Owner as a debt due and payable to the Owners Corporation.

6.4 Balconies

- (a) Owners and Occupiers must:
 - (i) keep the balconies of their Lot clean, tidy and in good repair and
 - (ii) ensure those parts of the balcony rails and door and window frames which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
- (b) Owners and Occupiers must not:
 - (i) place or hang any item on the balcony of their Lot
 - (A) which is fixed
 - (B) which is inconsistent with the use as a balcony or

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

6.5 Barbecues

Owners and Occupiers must not:

- (a) place or operate a barbecue on the balcony of their Lot unless:
 - (i) it is a portable gas barbecue with a cover or
 - (ii) it is a barbecue approved by, or a type approved by the Owners Corporation.
- (b) permit any smoke or odour to emit from a barbecue on their Lot which causes or is likely to cause a nuisance to the Owners and Occupiers of other Lots.

6.6 Car spaces

- (a) Owners and Occupiers must keep the car space of their Lot clean and free from grease.
- (b) Owners and Occupiers must not use their car space for storage purposes.
- (c) Owners and Occupiers may only use their car space for parking motor bicycles, bicycles and motor vehicles (and no other vehicles such as boats or caravans).
- (d) Owners and Occupiers must not enclose their car spaces.

6.7 No Commercial activity without consent

- (a) An Owner or Occupier must not carry out or permit to carry out any commercial activity from their Lot without the prior consent of the Owners Corporation.
- (b) In giving its consent, the Owners Corporation may impose any conditions it consider appropriate in the circumstances.

7. Alterations or work to Lots

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

- (a) make alterations to, additions to, remove, repair or replace:
 - (i) any part of the Common Property near or within their Lot (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings)
 - (ii) the structure of their Lot

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage and
- (j) ensure the works are installed wholly within the boundaries of their Lot.
- 7.4 On completion of Approved Building Works in connection with a Lot, the Owner and Occupier of the Lot must:
 - (a) ensure all rubbish and debris caused by the works is removed from the Building;
 - (b) ensure the Common Property is left clean and tidy and
 - (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.
- 7.5 Each Owner and Occupier must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.
- 8. **Security and Security Keys**
- 8.1 If it considers it necessary, the Owners Corporation may:
 - (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis
 - (b) exclude access to any part of the Common Property as a means of monitoring the security of the Building, and
 - (c) restrict by means of Security Key access to one level of the Building to any other level.
- 8.2 Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.
- 8.3 Owners and Occupiers must close all security doors and gates when they pass through them.
- 8.4 If the Owners Corporation restricts access under by-law 8.1, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- 8.5 The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.
- 8.6 Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.

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- 8.7 Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.
- 8.8 Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.
- 8.9 Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
- 8.10 The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.
- 8.11 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.
- 9. Compensation to Owners Corporation**
- 9.1 Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.
- 9.2 Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the bylaws by them or any one under their control.
- 10. Garbage**
- 10.1 Owners and Occupiers may only dispose of Garbage in the manner provided by this by-law.
- 10.2 Garbage that is not recyclable must be securely wrapped and placed in the applicable eDiverter garbage chute located on each floor of the building in which their Lot is located.
- 10.3 Garbage that is recyclable material must be separated from Garbage that is not recyclable and prepared in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise) and placed in the applicable eDiverter recyclable chute located on each floor of the building in which their Lot is located.
- 10.4 Owners and Occupiers must:
- (a) promptly remove any Garbage that may have been spilled and
 - (b) promptly clean the area on which the Garbage has been spilled.

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11. Animals

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

- (a) Owners and Occupiers must carry their cat or dog while on Common Property and must ensure that the cat or dog is leashed in the vicinity of the Building.
- (b) Owners and Occupiers may not keep any breed of dog in their Lot which has been declared by the local council as a dangerous dog or a restricted dog.

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

11.3 The consent of the Strata Committee is not required for the keeping of an assistance animal.

12. Rules and Codes

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

- (a) the use and management of the Building (including facilities in the Building such as the barbecue area)
- (b) the security and control of the Building
- (c) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted)
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in Lots
- (e) the appearance of Lots
- (f) the appearance of the Building
- (g) the type of furniture and other items which are prohibited from being placed on balconies
- (h) the type of Signs or
- (i) any other matter determined by the Owners Corporation.

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

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

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- 12.4 The Owners Corporation must display any new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.
- 12.5 If the Owner is not the Occupier, the Owner must send a copy of the Rules or Code to the Occupier within 7 days of receiving a copy from the Owners Corporation.
13. **Provision of amenities or services**
- 13.1 The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the lots:
- (a) window cleaning
 - (b) garbage disposal and recycling services
 - (c) electricity, water or gas supply and
 - (d) telecommunication services (for example, broadband internet).
- 13.2 If the Owners Corporation makes a resolution referred to in by-law 13.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
14. **Insurance premiums**
- 14.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 14.2 Consent under by-law 14.1 allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.
- 14.3 Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.
- 14.4 Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

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15. Signs

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

15.2 The provisions of this by-law:

- (a) do not bind the Original Owner and
- (b) do not apply to Signs erected by the Building Manager indicating the location of its office or advertising its services.

16. Moving and delivering

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

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

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

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

17. Complaints and applications

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

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

18. Lease or licence of Lots

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

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

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

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- (c) must act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Strata Committee, the Managing Agent and the Building Manager (if any) about the Occupiers and
- (d) must take all action available to ensure the Occupiers comply with the by-laws and any reasonable notice the Owner receives from the Owners Corporation.

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

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

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

19. Building Management Agreement

19.1 The Owners Corporation may:

- (a) appoint the Building Manager to provide the Services, and
- (b) enter into the Building Management Agreement referred to in by-law 19.2 to provide those services.

19.2 The Building Management Agreement may contain the following provisions:

- (a) provide for remuneration to the Building Manager of an annual fee to be agreed between the Owners Corporation and the Building Manager and
- (b) provide for the annual fee to be reviewed annually.

19.3 The agreement may include provisions about:

- (a) the manner in which the Building Manager must carry out the Services
- (b) the manner in which employees and contractors are to be engaged
- (c) the manner in which the Building Manager may be reimbursed for expenses and
- (d) the manner in which the agreement may be assigned.

20. Obstruction of the Building Manager

20.1 Owners and Occupiers must not:

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

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

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

- 21.1** This is a special privilege by-law made in accordance with section 142 of the Management Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.
- 21.2** The Owner and Occupier of a Lot has the exclusive use of the Air Conditioning System contained within their Lot and must clean, maintain, repair and replace the Air Conditioning System contained within their Lot at their own cost.
- 21.3** The Owners Corporation may, by general resolution, resolve to maintain, clean, repair and replace the Air Conditioning System located on Common Property but exclusively servicing a Lot at the cost of the Owner of the relevant Lot. If unpaid, the Owners Corporation may recover this cost as a debt due and payable by the Owner to the Owners Corporation.
- 21.4** Owners and Occupiers of a Lot must comply with all requirements of government agencies or statutory authorities in relation to the use of their air conditioning equipment.

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

- 22.1** This is a special privilege by-law made in accordance with section 142 of the Management Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.
- 22.2** The Owner and Occupier of a Lot has the exclusive use of all the video intercom security equipment contained within the Lot. The Owners Corporation will maintain, repair and replace the intercom security equipment in the Lot at the cost of the Owner and if unpaid, the Owners Corporation may recover that cost as a debt due and payable to the Owners Corporation.

23. Access

- 23.1** The Owners Corporation or its agent or contractor may, with or without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:
- (a) undertaking work it is required to undertake under these by laws
 - (b) undertaking work required to be undertaken by the Owners Corporation in accordance with the requirements of the Management Act
 - (c) undertaking work required to be undertaken by the Owners Corporation by a notice served on it by any public authority, or

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(d) undertaking work required to be undertaken by the Owners Corporation by an order under the Management Act.

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

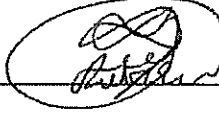
23.3 In order for the Owners Corporation to undertake its functions in this by-law, the Owners and Occupiers of Lots must permit the Owners Corporation or its agents or contractors to temporarily store any necessary equipment or material on the Lot.

ePlan

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Signing page

Signed by Bayone
Projects Pty Ltd under
s.127(1) of the
Corporations Act 2001


signature

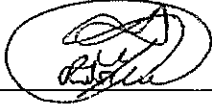
Sole Director/Sole Secretary

office

Sarkis Nassif

full name

Signed by 357 HPG Pty
Ltd under s.127(1) of the
Corporations Act 2001


signature

Sole Director/Sole Secretary

office

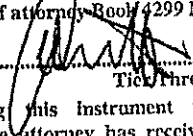
Sarkis Nassif

full name

Signed by the mortgagee

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

SIGNED by **GRAHAME SMITH** as
attorney for Westpac Banking Corporation
under power of attorney Book 4299 No. 332

(Signature)  Title Three Attorney

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

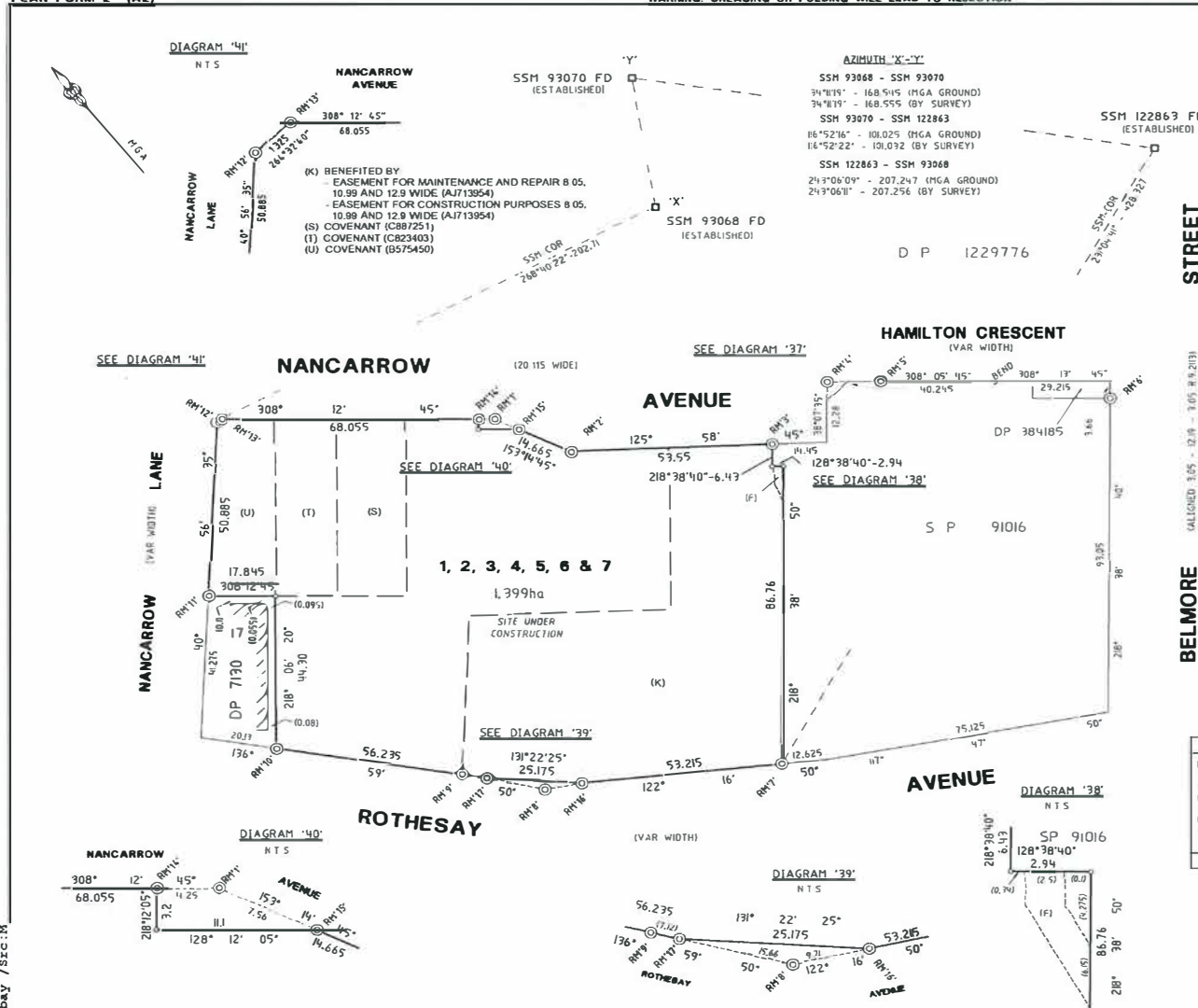
I certify that I am an eligible witness and that the
attorney whose signature appears above signed
this instrument in my presence.

Signature of witness: 

Name of witness: **Mark Mays**

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

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



SURVEYING & SPATIAL INFORMATION REGULATION 2007							
MARK	N.G.A		CO-ORDINATES		ZONE		
	EASTING	NORTHING	CLASS	ORDER	METHOD	STATUS	
G51H 93048	823792.163	6256100.417	C	3	SCIMS	FD	
G51H 93070	823887.070	6256494.829	C	3	SCIMS	FD	
G51H 122863	821977.185	6256394.168	C	3	SCIMS	FD	
G51H 89578	821047.257	6255589.086	B	2	SCIMS	FD	
G51H 94663	823188.107	6255917.024	C	3	SCIMS	FD	

COMBINED SEA LEVEL SCALE FACTOR : 0.999976

SOURCE: M.G.A. CO-ORDINATES ADAPTED FROM SCIMS & MARCH 2008

SCHEDULE OF REFERENCE MARKS			
No	MARK	REFERENCE	DP
RM1	RM DH&W OF NOW GONE	195°54'55"-17.53	123906
RM 2'	RM NAIL&F OF NOW GONE	160°29'45"-18.07	123908
RM 3	RM CM COR WALL	246°17'25"-8.97	PLAC&E
RM 3'	RM DH&W TOK	245°48'-2.955	123910
RM 4'	RM CM COR WALL	225°35'45"-7.51	PLAC&E
RM 5'	RM DH&W OF NOW GONE	55°04'35'-45.635	123912
RM 6'	RM DH&W OF IN 2017 NOW GONE	237°49'-20.2-3.3	123917
RM 6'	RM DH&W OF IN 2017 NOW GONE	305°02'45"-3.465	123918
RM7'	RM DH&W OF	4°00'50"-N.395	123906
RM 8'	RM DH&W OF	95°45'15"-H.52	123908
RM 9'	RM DH&W OF NOW GONE	237°07'08"-3.6	123910
RM10	RM DH&W OF	30°10'25"-17.05	123912
RM11	RM DH&W OF	118°24'25"-7.655	123906
RM12'	RM DH&W OF	119°24'35"-6.365	123908
RM13	RM DH&W OF	224°29'-N.445	123910
RM14'	RM DH&W TOK	222°19'35"-4.53	PLAC&E
RM15'	RM DH&W TOK	235°08'-6.2	PLAC&E
RM16'	RM DH&W TOK	235°08'-17.01	PLAC&E
RM17'	RM DH&W TOK	54°55'-12.15	PLAC&E

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATUS
SSM 83578	22.218	LC	L3	SCIMS ADOPTED	FOUR
SSM 91563	12.728	LC	L3	FROM SCIMS - DATUM VALIDATION	FOUR
DATE OF AHD SCIMS VALUES: 6-03-2018 HEIGHT DATUM: AH071					

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 93578	SSM 91563	-24.94	TRIGONOMETRIC HEIGHT
SSM 91563	SSM 83578	9.479	TRIGONOMETRIC HEIGHT
HEIGHT DATUM: AHD71			

SCHEDULE OF AREAS						
LEVELS	LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6
BASEMENT LEVEL 2 & BELOW	582.9m ²	783.4m ²	323.8m ²			
BASEMENT LEVEL 1	7003.5m ²	641m ²	302.3m ²	24.3m ²	174.7m ²	109.1m ²
LEVEL 2	7189.3m ²	4189.5m ²			74.5m ²	7.2m ²
LEVEL 3	7571.6m ²	640.6m ²			84.3m ²	1.7m ²
LEVEL 4	848.8m ²	5837.6m ²			0.7m ²	1.7m ²
LEVEL 5 & ABOVE	649.6m ²	552.2m ²		154.2m ²	1.7m ²	1.7m ²
	7770.0m ²	5830.2m ²		323.2m ²	0.7m ²	
TOTAL	5625.5m ²	12807.5m ²	626.1m ²	1889.5m ²	603.4m ²	161.1m ²

DIAGRAM '37'
NTS

**HAMILTON
CRESCENT**

**NANCARROW
AVENUE**

Stationing: 9+57.5, 10+24.5
Curve Data: R=14', 308', 05', 45'
Offsets: 5.410, 7.245, 8.3, 38, 30

(F) EASEMENT TO DRAIN WATER 2.5 WIDE (VIDE OP 1205347)
EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOTS 1, 2, 3, 4, 5, 6 & 7
EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOTS 1, 2, 3, 4, 5, 6 & 7
EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOTS 1, 2, 3, 4, 5, 6 & 7
EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOTS 1, 2, 3, 4, 5, 6 & 7

SURVEYOR
Name: LACHLAN LEONARD HILLARD YOUNG
Date: 6 MARCH 2018
Reference: 8071
"2018M7100 (8071 Additional Sheets)"

PLAN HEADING	
PLAN OF SUBDIVISION OF LOT 1 IN DP 1239081	

LGA: RYDE
Locality: RYDE
Reduction Ratio: 1: 800
Lengths are in metres

Registered:

 21.09.2018

DP1242853

PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

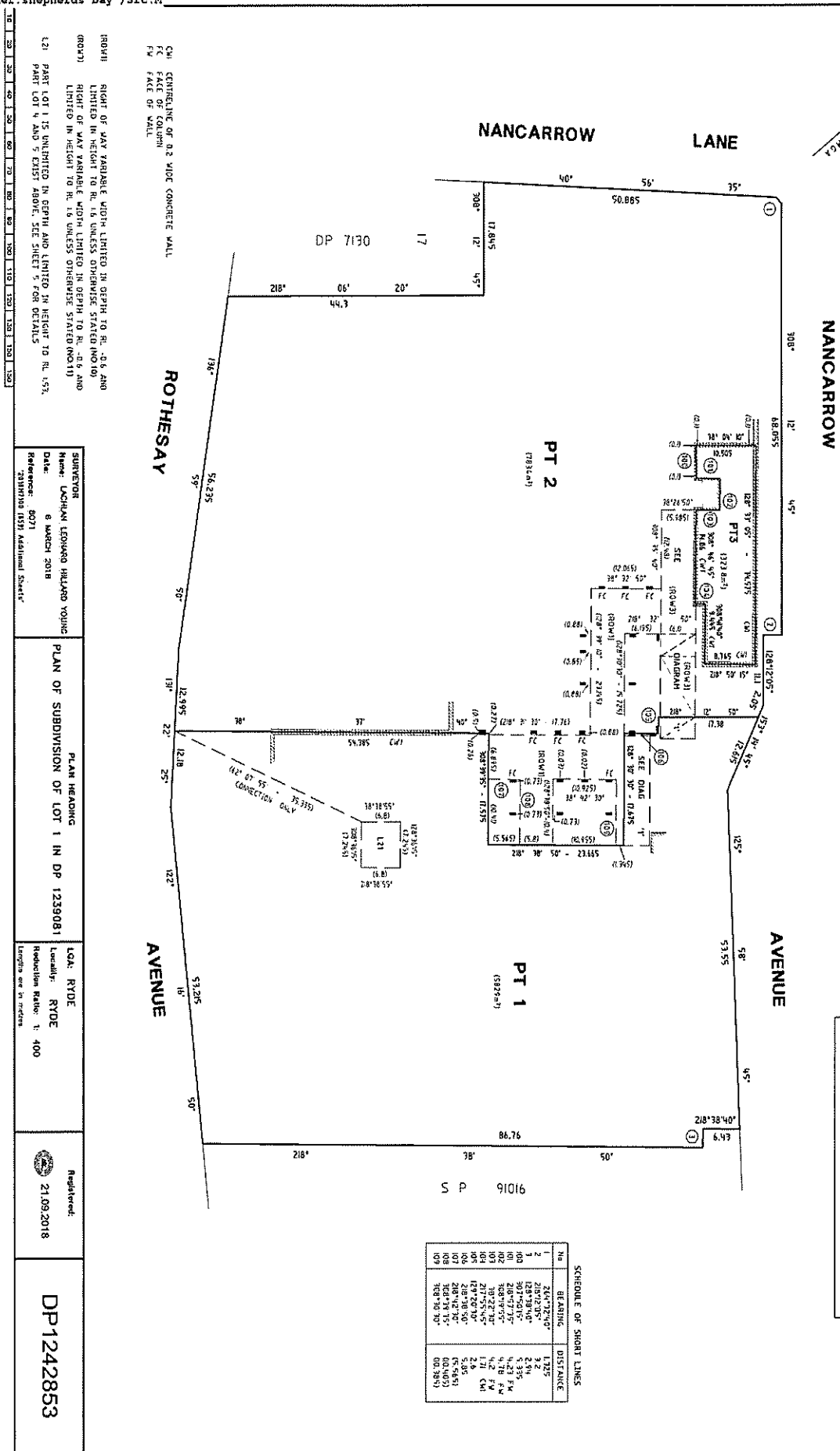
4250 SHEET 2 OF 18 SHEETS

SEE SHEET 3 FOR DIAGRAM 'T'

BASEMENT LEVEL TWO & BELOW

UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 2.8 UNLESS OTHERWISE STATED

LOTS 1, 2 & 3 ARE STRATUM LOTS AND
 ARE INTERFERED BY THE STRATUM
 AS SHOWN ON PLANS & DIAGRAMS HEREON.
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



LINE	BEARING	DISTANCE
1	244°12'49"	1.725
2	219°12'05"	3.2
3	125°12'05"	2.915
4	125°12'05"	2.915
5	240°17'15"	4.23 FM
6	168°12'05"	1.72 FM
7	219°12'05"	2.915
8	125°12'05"	2.915
9	125°12'05"	2.915
10	125°12'05"	2.915
11	125°12'05"	2.915
12	125°12'05"	2.915
13	125°12'05"	2.915
14	125°12'05"	2.915
15	125°12'05"	2.915
16	125°12'05"	2.915
17	125°12'05"	2.915
18	125°12'05"	2.915
19	125°12'05"	2.915
20	125°12'05"	2.915

RIGHT OF WAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND
 LIMITED IN HEIGHT TO RL 1.6 UNLESS OTHERWISE STATED (NO.10)
 RIGHT OF WAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND
 LIMITED IN HEIGHT TO RL 1.6 UNLESS OTHERWISE STATED (NO.11)
 PART LOT 1 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 2.6
 PART LOT 2 AND 3 EXIST ABOVE. SEE SHEET 3 FOR DETAILS

SURVEYOR
 Name: LUCHMAN LEONARD HILLARD YOUNG
 Date: 6 MARCH 2018
 Reference: 8071
 2018/18/18/18/18 Additional Sheets

PLAN OF SUBDIVISION OF LOT 1 IN DP 1239081

LOCAL: RYDE
 Locality: RYDE
 Reduction Ratio: 1: 400
 Lengths are in meters

Registered:
 21.09.2018

DP1242853

BASEMENT LEVEL TWO & BELOW

UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 2.6 UNLESS OTHERWISE STATED

LOTS 1, 2 & 3 ARE STRATUM LOTS AND
 ARE LIMITED IN DEPTH AND LIMITED IN HEIGHT
 AS SHOWN ON PLANS & DIAGRAMS HEREON.
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

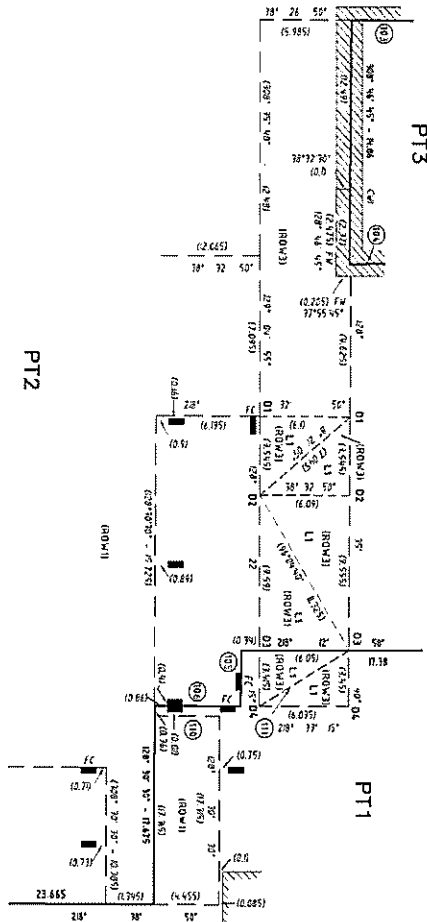
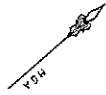


DIAGRAM Y
 N.T.S.

SCHEDULE OF SHORT LINES		
No	BEARING	DISTANCE
01	18°22'30"	4.2 PM
02	201°05'45"	1.31 CM
03	18°22'30"	5.85
04	201°05'45"	64.950
05	18°22'30"	64.950
06	201°05'45"	64.950

- CM CENTRELINE OF 0.2 WIDE CONCRETE WALL
- CL FACE OF COLUMN
- FW FACE OF WALL
- LI RIGHT OF WAY VARIABLE WIDTH LIMITED IN DEPTH TO AN INCLINED PLANE AS SHOWN ON TABLE 1 AND LIMITED IN HEIGHT TO 2.2 METRES ABOVE THOSE LEVELS
- ROW1 RIGHT OF WAY VARIABLE WIDTH LIMITED IN DEPTH TO 0.6 AND LIMITED IN HEIGHT TO RL 1.6 UNLESS OTHERWISE STATED (ROW1)
- ROW2 RIGHT OF WAY VARIABLE WIDTH LIMITED IN DEPTH TO 0.6 AND LIMITED IN HEIGHT TO RL 1.6 UNLESS OTHERWISE STATED (ROW2)

TABLE 1 OF DEPTH LIMITATIONS

RL	RL
01	-0.6
02	-0.22
03	2.25
04	2.45

SURVEYOR Name: LACHLAN LEONARD HILLARD YOUNG Date: 6 MARCH 2018 Reference: 9071 1:200 (1:200) (1:200) (1:200)	PLAN OF SUBDIVISION OF LOT 1 IN DP 1239081 Loc: RYDE Locality: RYDE Reduction Ratio: 1: 200 (Lengths are in metres)	Registered: 21.09.2018 DP1242853
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PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

4330 SHEET 4 OF 16 SHEETS

SEE SHEETS 5 & 6 FOR DIAGRAMS 2 TO 7
 SEE SHEETS 7 & 8 FOR DETAILS OF EASEMENTS (S), (V)
 AND (P4) ON THIS LEVEL

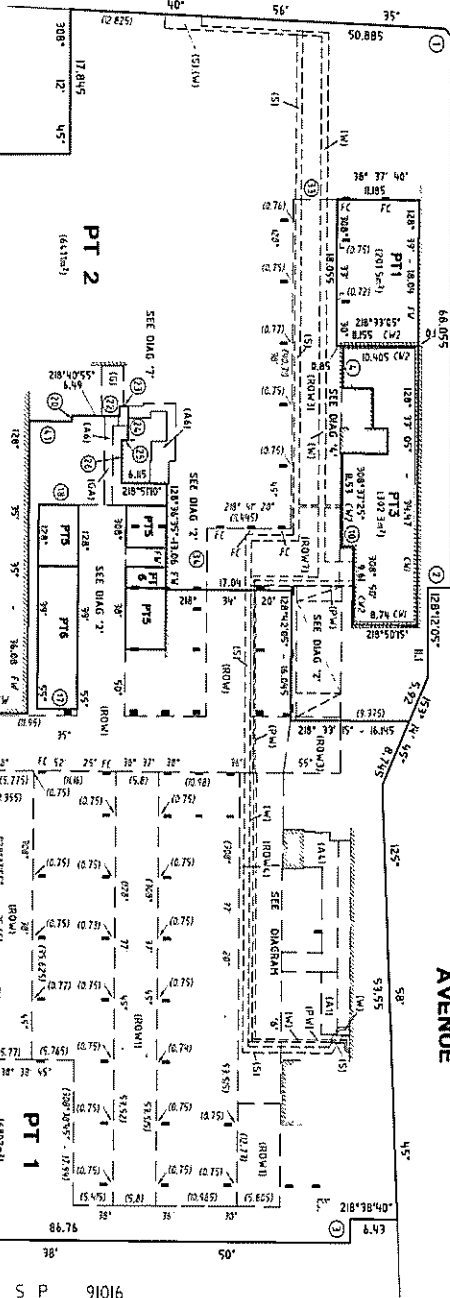
BASEMENT LEVEL ONE
 LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 UNLESS OTHERWISE STATED

LOTS 1, 2, 3, 4, 5 & 6 ARE STRATUM LOTS AND
 ARE LIMITED IN DEPTH AND HEIGHT
 AS SHOWN ON PLANS & DIAGRAMS HEREON.
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

NANCARROW

AVENUE

NANCARROW LANE



SCHEDULE OF SHORT LINES

No	BEARING	DISTANCE
1	214°12'40"	3.725
2	218°12'40"	4.235
3	128°38'50"	1.76 C&2
4	319°04'40"	1.76 C&2
5	208°38'55"	5.4
6	208°38'55"	5.4
7	208°38'55"	5.4
8	208°38'55"	5.4
9	208°38'55"	5.4
10	208°38'55"	5.4
11	208°38'55"	5.4
12	208°38'55"	5.4
13	208°38'55"	5.4
14	208°38'55"	5.4
15	208°38'55"	5.4
16	208°38'55"	5.4
17	208°38'55"	5.4
18	208°38'55"	5.4
19	208°38'55"	5.4
20	208°38'55"	5.4
21	208°38'55"	5.4
22	208°38'55"	5.4
23	208°38'55"	5.4
24	208°38'55"	5.4
25	208°38'55"	5.4
26	208°38'55"	5.4
27	208°38'55"	5.4
28	208°38'55"	5.4
29	208°38'55"	5.4
30	208°38'55"	5.4
31	208°38'55"	5.4
32	208°38'55"	5.4
33	208°38'55"	5.4
34	208°38'55"	5.4
35	208°38'55"	5.4
36	208°38'55"	5.4
37	208°38'55"	5.4
38	208°38'55"	5.4
39	208°38'55"	5.4
40	208°38'55"	5.4
41	208°38'55"	5.4
42	208°38'55"	5.4

TABLE 2 OF DEPTH LIMITATIONS

ROTHESAY

AVENUE

1	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
2	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
3	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
4	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
5	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
6	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
7	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
8	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
9	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
10	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
11	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
12	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
13	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
14	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
15	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
16	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
17	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
18	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
19	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
20	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
21	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
22	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
23	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
24	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
25	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
26	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
27	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
28	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
29	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
30	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
31	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
32	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
33	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
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35	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
36	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
37	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
38	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
39	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
40	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
41	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)
42	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 (NO.2)

SURVEYOR
 Name: LACHLAN LEONARD HILLARD YOUNG
 Date: 6 MARCH 2018
 Reference: 2021
 (ATTACHING 1971 NATIONAL SURVEY)

PLAN OF SUBDIVISION OF LOT 1 IN DP 1235081

SCALE
 RYDE
 Location: RYDE
 Reducing Ratio: 1:400
 Lengths are in metres

Registered:
 21/09/2018

DP1242853

BASEMENT LEVEL ONE

LIMITED IN DEPTH TO RL 2.4 AND LIMITED IN HEIGHT TO RL 6.18 UNLESS OTHERWISE STATED

LOTS 1, 2, 3, 4, 5, 6 ARE STATUTORY LOTS AND
 AS SHOWN ON PLANS 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, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 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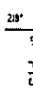
DIAGRAM 6:
NTS

LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 UNLESS OTHERWISE STATED

LOTS 1, 2, 4 & 5 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



SCHEDULE OF SHORT LINES	
BEARING	DISTANCE
N 28° 40' 55" E	0.7
S 63° 31' 30" E	6.2
S 68° 40' 55" E	1.26
S 38° 40' 55" E	1.85
S 38° 40' 55" E	0.825 <i>FW</i>
N 28° 40' 55" E	5.74
S 30° 42' 30" E	0.00
S 30° 42' 30" E	13.00 <i>FW</i>
S 30° 42' 30" E	0.00
S 30° 42' 30" E	12.00
N 28° 40' 55" E	0.85
N 28° 40' 55" E	0.45
N 28° 40' 55" E	0.33 <i>FW</i>
N 28° 40' 55" E	0.2
N 28° 40' 55" E	0.345

FC FACE OF COLUMN
FW FACE OF WALL[illegible]

EASEMENT FOR SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.9 AND LIMITED IN HEIGHT TO RL 6.18
EASEMENT FOR RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.9 AND LIMITED IN HEIGHT TO

SURVEYOR
Name: LACHLAN LEONARD HILL
Date: 6 MARCH 2018
Reference: 2077
731817100 18591 Additional 5N

PLAN OF SUBDIVISION OF LOT	PLAN HEADING
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99	99
100	100

LGA: RYDE
 Locality: RYDE
 Reduction Ratio: 1: 200
 Lengths are in metres.

Regelend:
21.09.2011

DP1242853

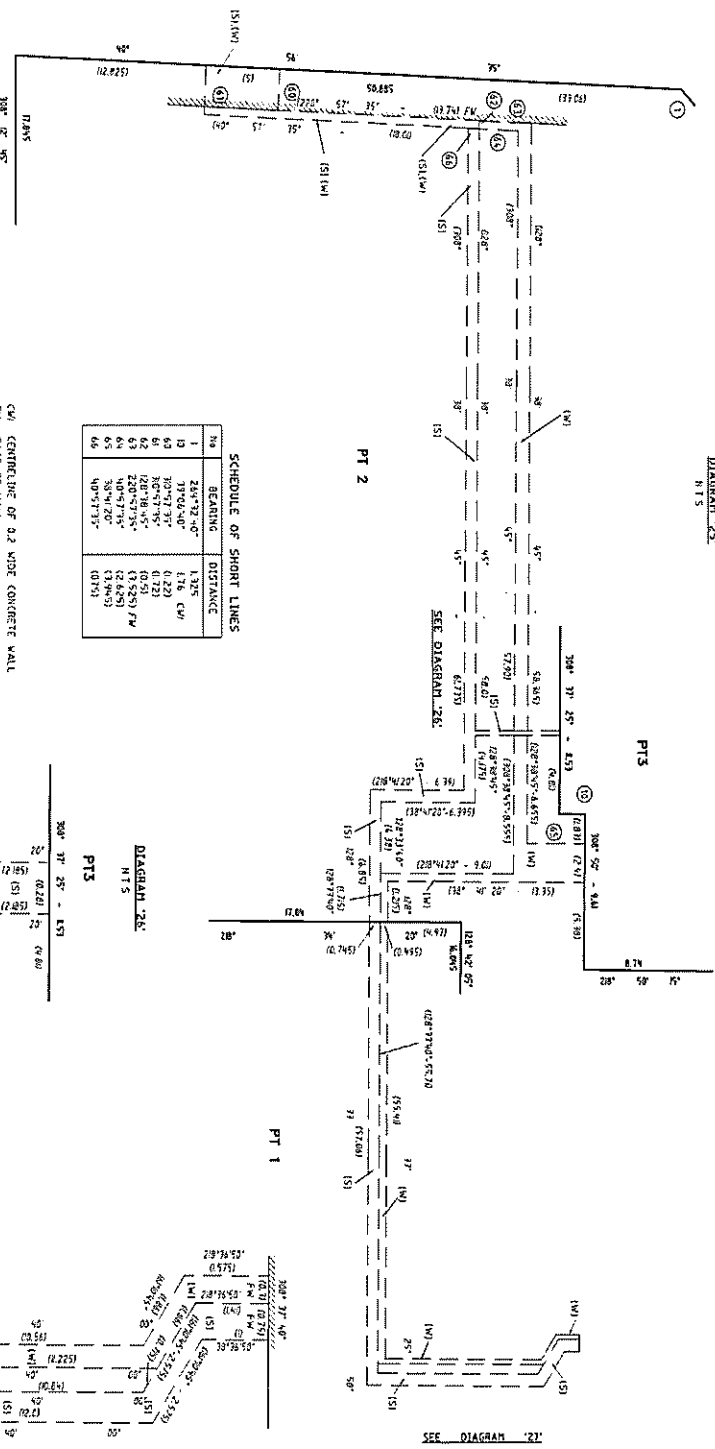
BASEMENT LEVEL ONE

LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 UNLESS OTHERWISE STATED

LOTS 1, 2, 3 & 4 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

DIAGRAM '25'

N.T.S.



SCHEDULE OF SHORT LINES

No	BEARING	DISTANCE
1	264°32'-0"	1.325 CW
2	79°04'-0"	0.122
3	102°17'-5"	0.122
4	102°17'-5"	0.122
5	128°18'-45"	(0.51) FW
6	220°51'-35"	(1.925) FW
7	30°11'-20"	(2.625)
8	30°11'-20"	(1.545)
9	40°17'-35"	(0.75)

DIAGRAM '26'

N.T.S.

PT 3

308° 37' 35" - E57

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308° 37' 35" - E57

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DIAGRAM '27'

N.T.S.

PT 1

308° 37' 35" - E57

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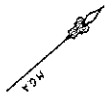
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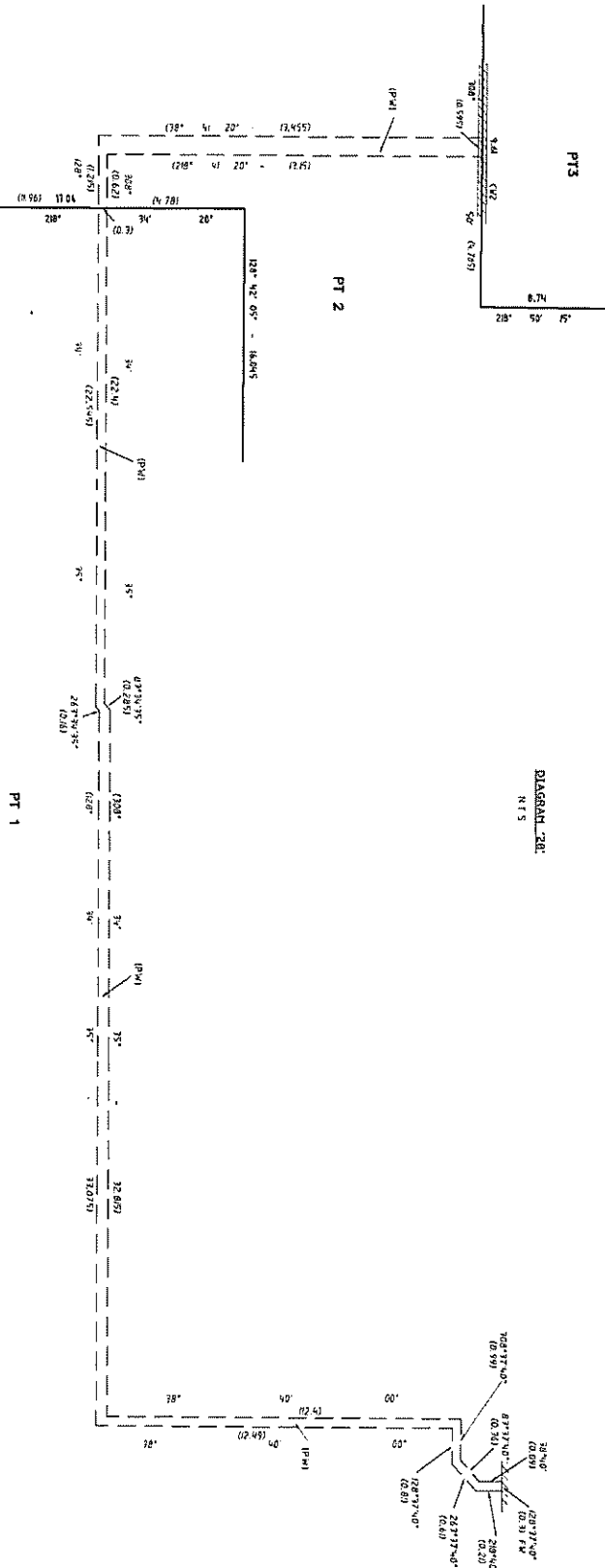
SURVEYOR Name: LONNAN LEONARD HILLARD YOUNG Date: 6 MARCH 2018 Reference: 8071 STATIONING (101) MASHALL STREET		PLAN OF SUBDIVISION OF LOT 1 IN DP 1239081		LOCALITY: RYDE Reduction Ratio: 1: 200 Lengths are in meters		Registered: 21.09.2018		DP1242853	
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BASEMENT LEVEL ONE

LIMITED IN DEPTH TO RL 2.6 AND LIMITED IN HEIGHT TO RL 6.18 UNLESS OTHERWISE STATED

LOTS 1, 2, 3 & 4 ARE STRATHUN LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



EXISTENCE FOR PORTABLE COLD WATER STORAGE VESSEL WITH LIMITED IN DEPTH TO RL 4.7 AND LIMITED IN HEIGHT TO RL 6.0

CW2 CENTRELINE OF 0.9 WIDE BLOCK WALL
FW FACE OF WALL

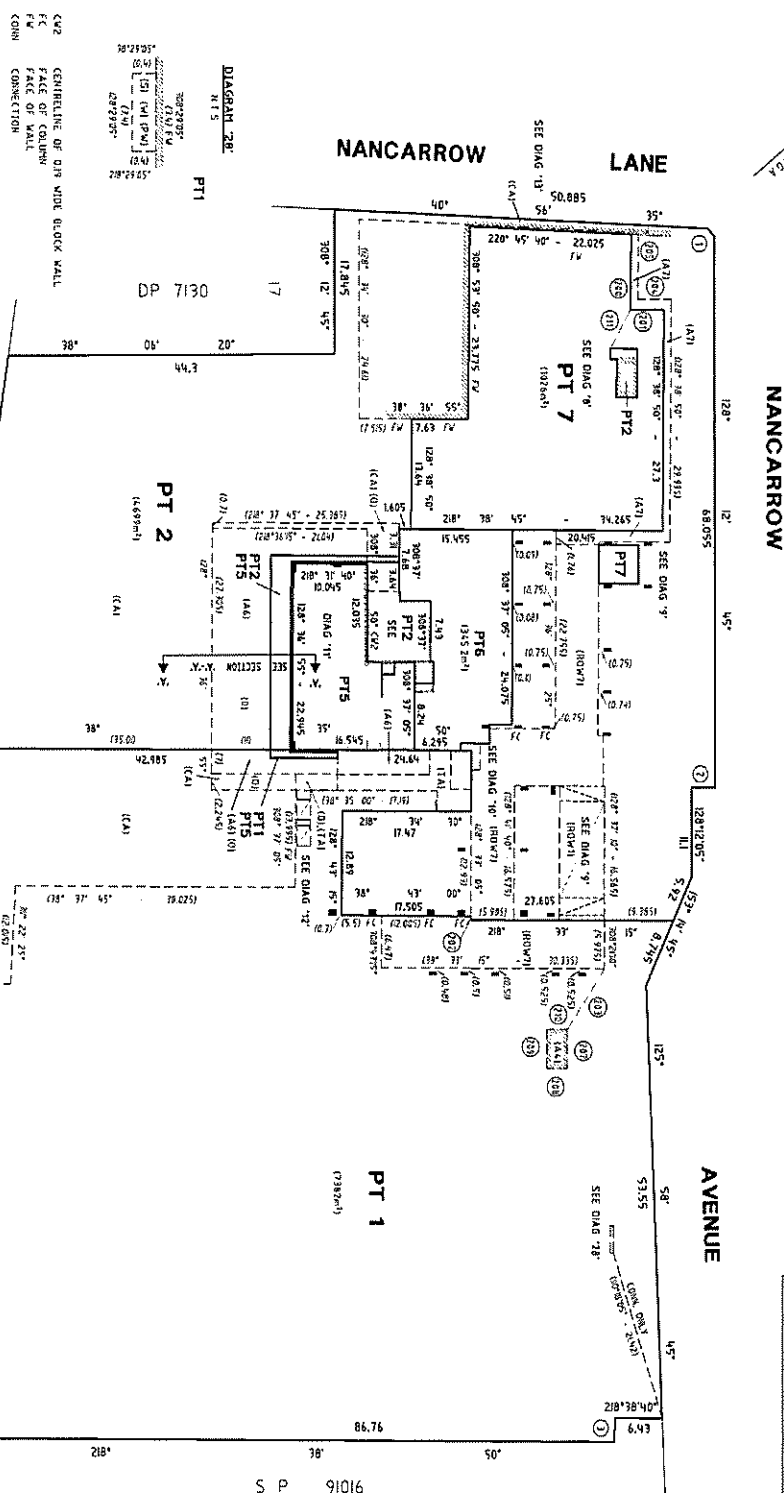
SURVEYOR Name: LACHLAN LENNON HILLARD YOUNG Date: 6 MARCH 2018 Reference: 6071 28/07/2018 (2018) Additional Sheet	PLAN HEADING PLAN OF SUBDIVISION OF LOT 1 IN DP 1239081	LOCALITY Locality: RYDE Reduction Ratio: 1: 200 Lengths are in metres	Registered: 21.09.2018	DP1242853
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SEE SHEET 10 FOR DIAGRAMS '9' TO '13'

LIMITED IN DEPTH TO RL 6.0 AND LIMITED IN HEIGHT TO RL 9.8 UNLESS OTHERWISE STATED

LEVEL ONE

LOTS 1, 2, 5, 6 & 7 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON.



SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
1	S 60° 32' N 0°	1.725
2	S 70° 00' N 0°	3.02
3	S 70° 00' N 0°	5.305
200	S 28° 38' 50" E	3.92
201	S 18° 38' 50" E	4.52
202	S 18° 38' 50" E	0.56
203	S 62° 36' 30" E	8.89
204	S 62° 36' 30" E	17.96
205	S 62° 36' 30" E	17.96
206	S 62° 36' 30" E	17.96
207	S 62° 36' 30" E	17.96
208	S 62° 36' 30" E	17.96
209	S 62° 36' 30" E	17.96
210	S 62° 36' 30" E	17.96
220	S 62° 36' 30" E	17.96

SCHEDULE OF SHORT LINES

DIASBRAN '02
3.7.5.

21.7

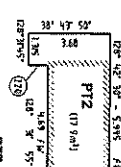
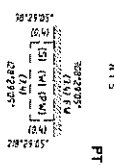


DIAGRAM 20

3.6

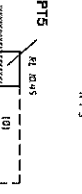


2



ION A + A

4 5



CW2 CENTRELINE OF DRY WIDE BLOCK WALL
EC FACE OF COLUMN
FW FACE OF WALL
CONN CONNECTION

ROTHESAY

AVENUE

- (D) EASSTENT FOR SAVING VARIABLE WIDTH LIMITED IN DEPTH
TO R_L 9.4M AND LIMITED IN HEIGHT TO R_L 9.8
- (E) EASSTENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH
TO R_L 6.8M AND LIMITED IN HEIGHT TO R_L 9.8(MOD)
- (F) EASSTENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH
AND LIMITED IN HEIGHT TO R_L 9.4M (MOD)
- (G) EASSTENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH
TO R_L 6.8M AND LIMITED IN HEIGHT TO R_L 9.8 (MOD)
- (H) EASSTENT FOR PUBLIC OPEN SPACE VARIABLE WIDTH LIMITED
TO R_L 4.00M AND LIMITED IN HEIGHT TO R_L 9.8
- (I) RIGHT OF WAY VARIABLE WIDTH LIMITED IN DEPTH
TO R_L 6.8M AND LIMITED TO R_L 9.8 (MOD)

NAME DATE Reference:	LACHLAN LEONARD HILLARD YOUNG 6 MARCH 2018 6271	PLAN HEADING	RIGHT OF WAY VARIABLE WIDTH LIMITED IN DEPTH TO R/L 6.18 AND LIMITED IN HEIGHT TO R/L VERNON RD TO R/L 6.18 AND LIMITED IN DEPTH TO R/L VERNON RD TO R/L 6.18 AND LIMITED IN HEIGHT TO R/L 7.5
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AVENUE

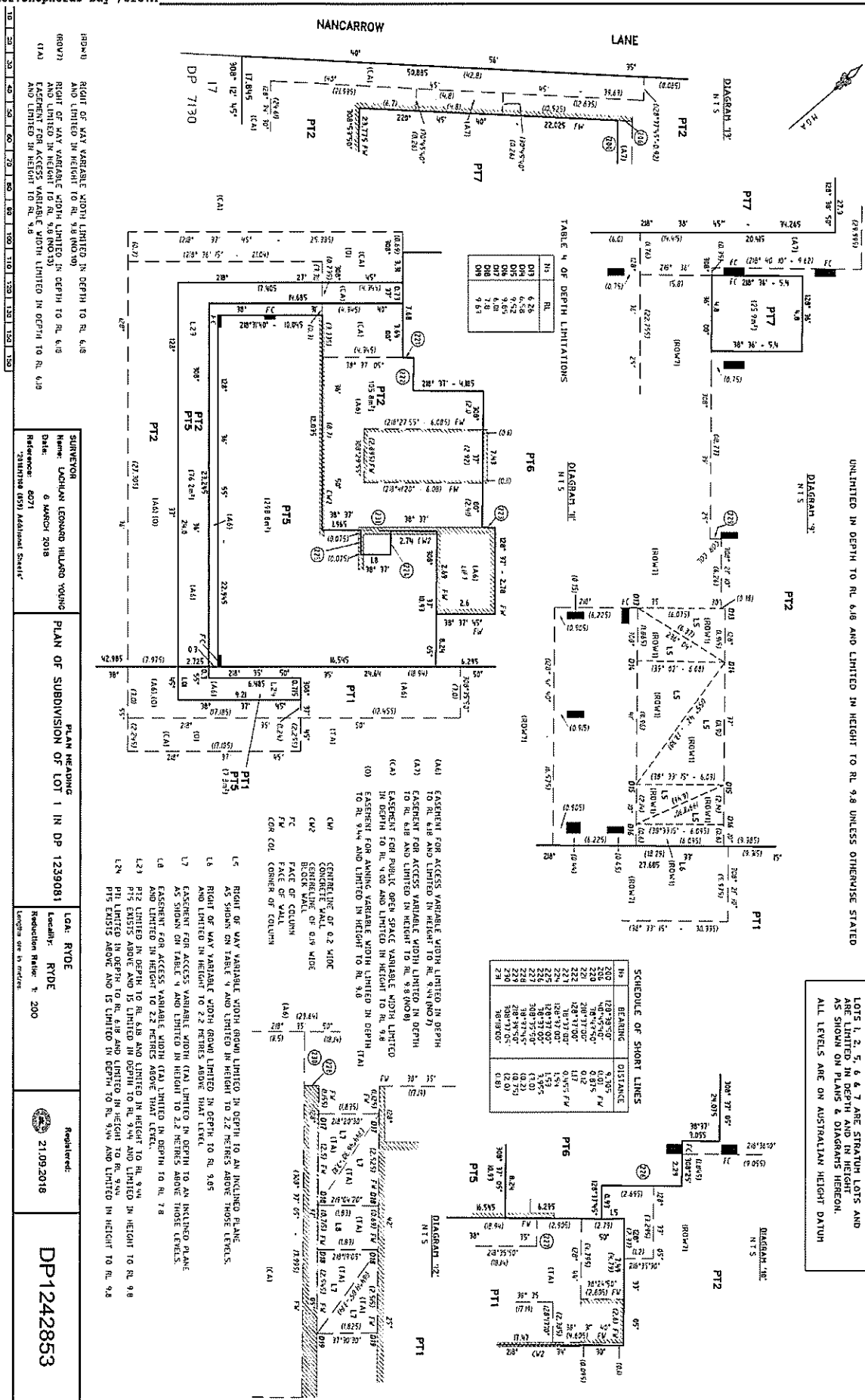
(N)	EASTERN PDB 32-34-36-38-40-42-44-46-48-50-52-54-56-58-60-62-64-66-68-70-72-74-76-78-80-82-84-86-88-90-92-94-96-98-100-102-104-106-108-110-112-114-116-118-120-122-124-126-128-130-132-134-136-138-140-142-144-146-148-150-152-154-156-158-160-162-164-166-168-170-172-174-176-178-180-182-184-186-188-190-192-194-196-198-200-202-204-206-208-210-212-214-216-218-220-222-224-226-228-230-232-234-236-238-240-242-244-246-248-250-252-254-256-258-260-262-264-266-268-270-272-274-276-278-280-282-284-286-288-290-292-294-296-298-300-302-304-306-308-310-312-314-316-318-320-322-324-326-328-330-332-334-336-338-340-342-344-346-348-350-352-354-356-358-360-362-364-366-368-370-372-374-376-378-380-382-384-386-388-390-392-394-396-398-400-402-404-406-408-410-412-414-416-418-420-422-424-426-428-430-432-434-436-438-440-442-444-446-448-450-452-454-456-458-460-462-464-466-468-470-472-474-476-478-480-482-484-486-488-490-492-494-496-498-500-502-504-506-508-510-512-514-516-518-520-522-524-526-528-530-532-534-536-538-540-542-544-546-548-550-552-554-556-558-560-562-564-566-568-570-572-574-576-578-580-582-584-586-588-590-592-594-596-598-600-602-604-606-608-610-612-614-616-618-620-622-624-626-628-630-632-634-636-638-640-642-644-646-648-650-652-654-656-658-660-662-664-666-668-670-672-674-676-678-680-682-684-686-688-690-692-694-696-698-700-702-704-706-708-710-712-714-716-718-720-722-724-726-728-730-732-734-736-738-740-742-744-746-748-750-752-754-756-758-760-762-764-766-768-770-772-774-776-778-780-782-784-786-788-790-792-794-796-798-800-802-804-806-808-810-812-814-816-818-820-822-824-826-828-830-832-834-836-838-840-842-844-846-848-850-852-854-856-858-860-862-864-866-868-870-872-874-876-878-880-882-884-886-888-890-892-894-896-898-900-902-904-906-908-910-912-914-916-918-920-922-924-926-928-930-932-934-936-938-940-942-944-946-948-950-952-954-956-958-960-962-964-966-968-970-972-974-976-978-980-982-984-986-988-990-992-994-996-998-1000-1002-1004-1006-1008-1010-1012-1014-1016-1018-1020-1022-1024-1026-1028-1030-1032-1034-1036-1038-1040-1042-1044-1046-1048-1050-1052-1054-1056-1058-1060-1062-1064-1066-1068-1070-1072-1074-1076-1078-1080-1082-1084-1086-1088-1090-1092-1094-1096-1098-1100-1102-1104-1106-1108-1110-1112-1114-1116-1118-1120-1122-1124-1126-1128-1130-1132-1134-1136-1138-1140-1142-1144-1146-1148-1150-1152-1154-1156-1158-1160-1162-1164-1166-1168-1170-1172-1174-1176-1178-1180-1182-1184-1186-1188-1190-1192-1194-1196-1198-1200-1202-1204-1206-1208-1210-1212-1214-1216-1218-1220-1222-1224-1226-1228-1230-1232-1234-1236-1238-1240-1242-1244-1246-1248-1250-1252-1254-1256-1258-1260-1262-1264-1266-1268-1270-1272-1274-1276-1278-1280-1282-1284-1286-1288-1290-1292-1294-1296-1298-1300-1302-1304-1306-1308-1310-1312-1314-1316-1318-1320-1322-1324-1326-1328-1330-1332-1334-1336-1338-1340-1342-1344-1346-1348-1350-1352-1354-1356-1358-1360-1362-1364-1366-1368-1370-1372-1374-1376-1378-1380-1382-1384-1386-1388-1390-1392-1394-1396-1398-1400-1402-1404-1406-1408-1410-1412-1414-1416-1418-1420-1422-1424-1426-1428-1430-1432-1434-1436-1438-1440-1442-1444-1446-1448-1450-1452-1454-1456-1458-1460-1462-1464-1466-1468-1470-1472-1474-1476-1478-1480-1482-1484-1486-1488-1490-1492-1494-1496-1498-1500-1502-1504-1506-1508-1510-1512-1514-1516-1518-1520-1522-1524-1526-1528-1530-1532-1534-1536-1538-1540-1542-1544-1546-1548-1550-1552-1554-1556-1558-1560-1562-1564-1566-1568-1570-1572-1574-1576-1578-1580-1582-1584-1586-1588-1590-1592-1594-1596-1598-1600-1602-1604-1606-1608-1610-1612-1614-1616-1618-1620-1622-1624-1626-1628-1630-1632-1634-1636-1638-1640-1642-1644-1646-1648-1650-1652-1654-1656-1658-1660-1662-1664-1666-1668-1670-1672-1674-1676-1678-1680-1682-1684-1686-1688-1690-1692-1694-1696-1698-1700-1702-1704-1706-1708-1710-1712-1714-1716-1718-1720-1722-1724-1726-1728-1730-1732-1734-1736-1738-1740-1742-1744-1746-1748-1750-1752-1754-1756-1758-1760-1762-1764-1766-1768-1770-1772-1774-1776-1778-1780-1782-1784-1786-1788-1790-1792-1794-1796-1798-1800-1802-1804-1806-1808-1810-1812-1814-1816-1818-1820-1822-1824-1826-1828-1830-1832-1834-1836-1838-1840-1842-1844-1846-1848-1850-1852-1854-1856-1858-1860-1862-1864-1866-1
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DP1242853

LEVEL ONE

UNLIMITED IN DEPTH TO RL 6.18 AND LIMITED IN HEIGHT TO RL 9.8 UNLESS OTHERWISE STATED

LOTS 1, 2, 5, 6 & 7 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM.



LIMITED IN DEPTH TO RL 9.8 AND LIMITED IN HEIGHT TO RL 13.25 UNLESS OTHERWISE STATED

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

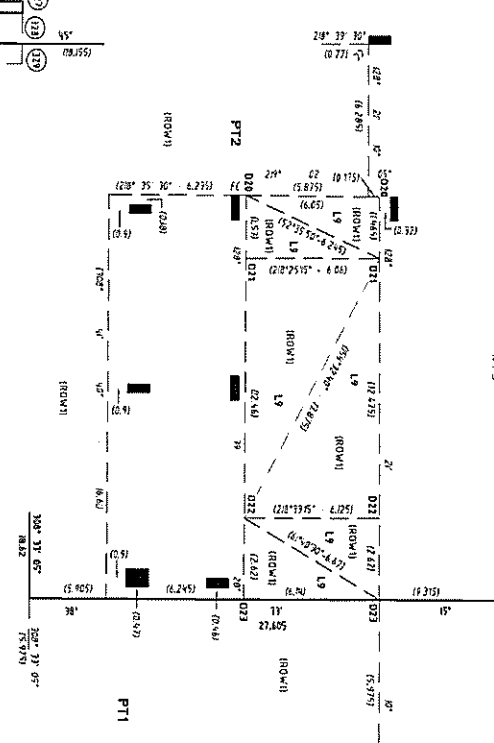
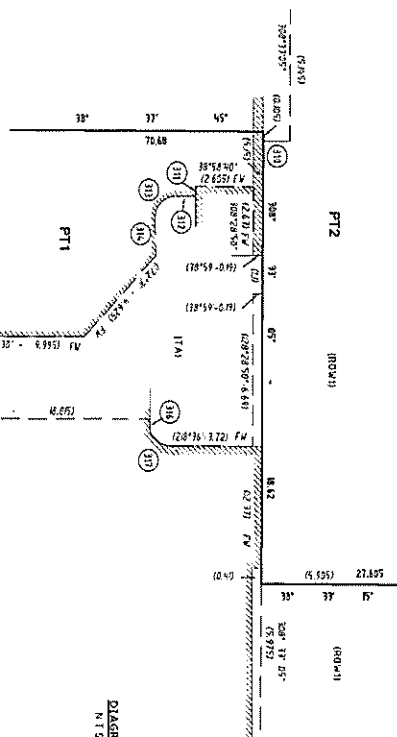
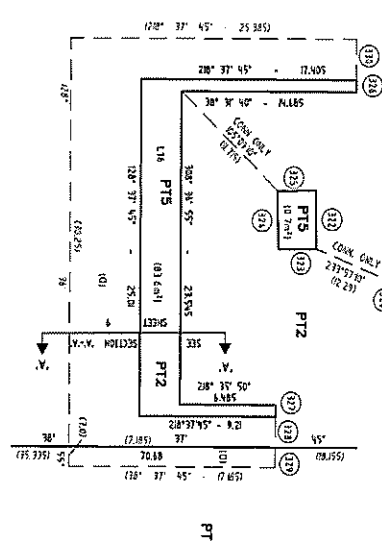


TABLE 5 OF DEPTH LIMITATIONS

No	File
020	9.84
021	10.07
022	13.04
023	13.35

CC	CORNER OF COLUMN
FC	FACE OF COLUMN
FW	FACE OF WALL
FH	FACE OF HO3

(10) EASTERN FOR AVING. VARIABLE WIDTH LIMITED IN DEPTH TO RL 9.8 AND LIMITED IN HEIGHT TO RL 10.95



SCHEDULE OF SHORI & CURVED LINES		
NO.	DESCRIPTION	AMOUNT

No	BEARING	DISTANCE	ARC	RADIUS
320	70° 35' 30"	(0.6)	<i>FM</i>	
70	70° 48' 55"	(0.6)	<i>FM</i>	
72	70° 55' 57"	(0.6)	<i>FM</i>	
73	70° 59' 10"	(0.2)		(0.2)
74	71° 00' 10"	(0.2)		(0.2)
75	71° 00' 42" 55"	(0.3)	<i>FM</i>	
76	70° 59' 17' 20"	(0.3)	<i>FM</i>	
77	70° 58' 28' 50"	(0.3)	<i>FM</i>	
78	70° 57' 28' 50"	(0.3)	<i>FM</i>	
79	70° 57' 05"	(0.3)	<i>FM</i>	
80	70° 56' 37' 45"	(0.3)	<i>FM</i>	
81	70° 56' 10"	(0.3)	<i>FM</i>	
82	70° 55' 45"	(0.3)	<i>FM</i>	
83	70° 55' 15"	(0.3)	<i>FM</i>	
84	70° 54' 45"	(0.3)	<i>FM</i>	
85	70° 54' 15"	(0.3)	<i>FM</i>	
86	70° 53' 45"	(0.3)	<i>FM</i>	
87	70° 53' 15"	(0.3)	<i>FM</i>	
88	70° 52' 45"	(0.3)	<i>FM</i>	
89	70° 52' 15"	(0.3)	<i>FM</i>	
90	70° 51' 45"	(0.3)	<i>FM</i>	
91	70° 51' 15"	(0.3)	<i>FM</i>	
92	70° 50' 45"	(0.3)	<i>FM</i>	
93	70° 50' 15"	(0.3)	<i>FM</i>	
94	70° 49' 45"	(0.3)	<i>FM</i>	
95	70° 49' 15"	(0.3)	<i>FM</i>	
96	70° 48' 45"	(0.3)	<i>FM</i>	
97	70° 48' 15"	(0.3)	<i>FM</i>	
98	70° 47' 45"	(0.3)	<i>FM</i>	
99	70° 47' 15"	(0.3)	<i>FM</i>	
100	70° 46' 45"	(0.3)	<i>FM</i>	

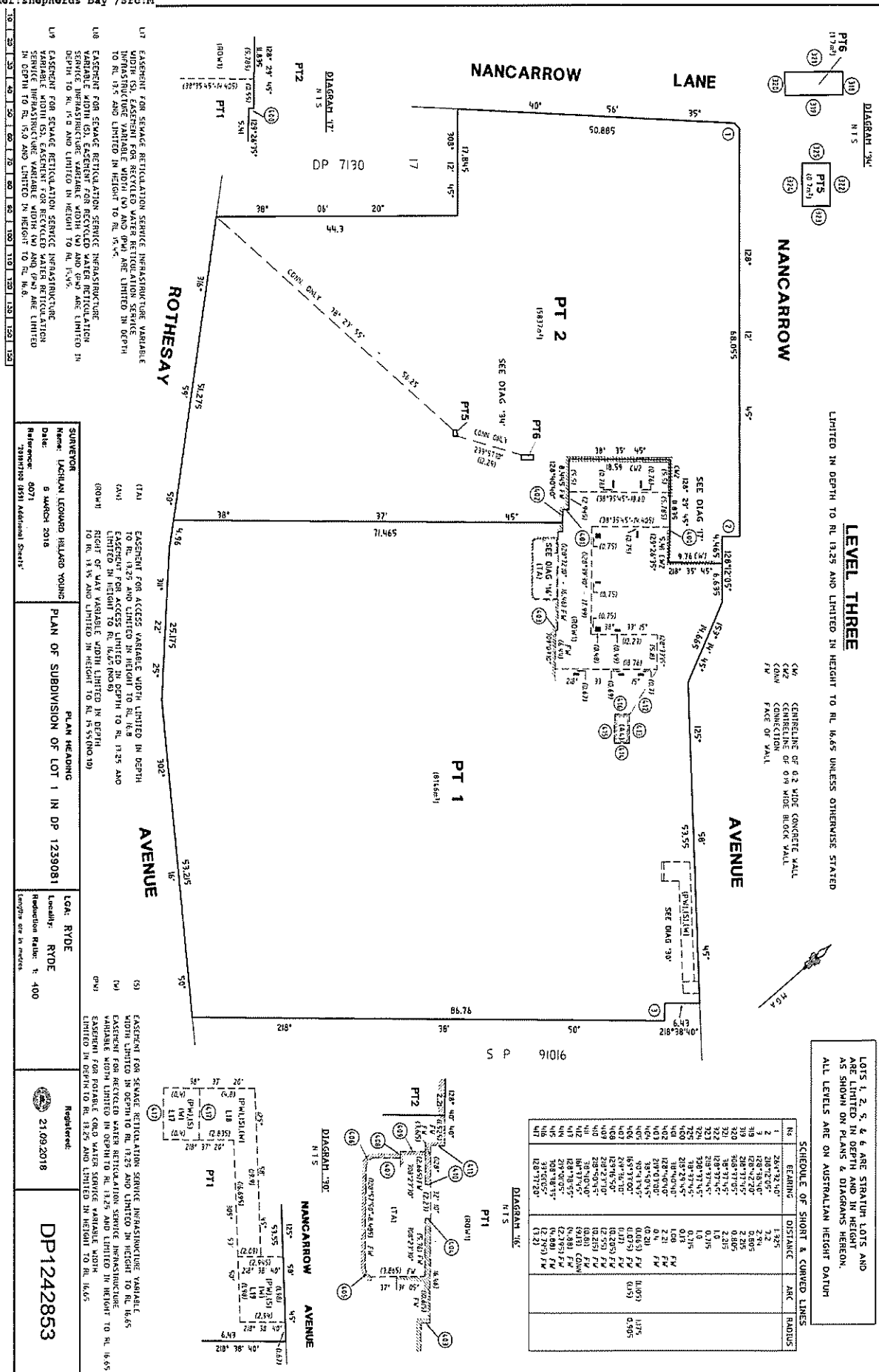
SURVEYOR
Name: LACHLAN LEONARD HILLARD
Date: 6 MARCH 2018
Reference: 0071
*20181300 (159) Additional Sheets

PLAN OF SUBDIVISION OF LOT 1 IN DP 1239

LGA: RYDE
 Locality: RYDE
 Reduction Ratio: 1: 200
 Lengths are in metres.

Registered: 21.08.2014

DP1242853



SEE SHEET 15 FOR DIAGRAMS 18 TO 22

LIMITED IN DEPTH TO RL 16.65 AND LIMITED IN HEIGHT TO RL 20.2 UNLESS OTHERWISE STATED

LEVEL FOUR

LOTS 1, 2, 4, 5 & 6 ARE STRATUM LOTS AND
 AS SHOWN ON PLANS & DIAGRAMS HEREON.
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

NANCARROW

AVENUE

ROTHESAY

AVENUE

NANCARROW LANE

- (1A) CONN CONNECTION
 CONN CONNECTION OF 0.2 WIDE CONCRETE WALL
 C&Z CONTINUED OF 0.15 WIDE BLOCK WALL
 F&Z FACE OF WALL
- (1A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH
 TO RL 16.65 AND LIMITED IN HEIGHT TO RL 20.2 (NO.8)
- (1A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH
 TO RL 16.65 AND LIMITED IN HEIGHT TO RL 20.2

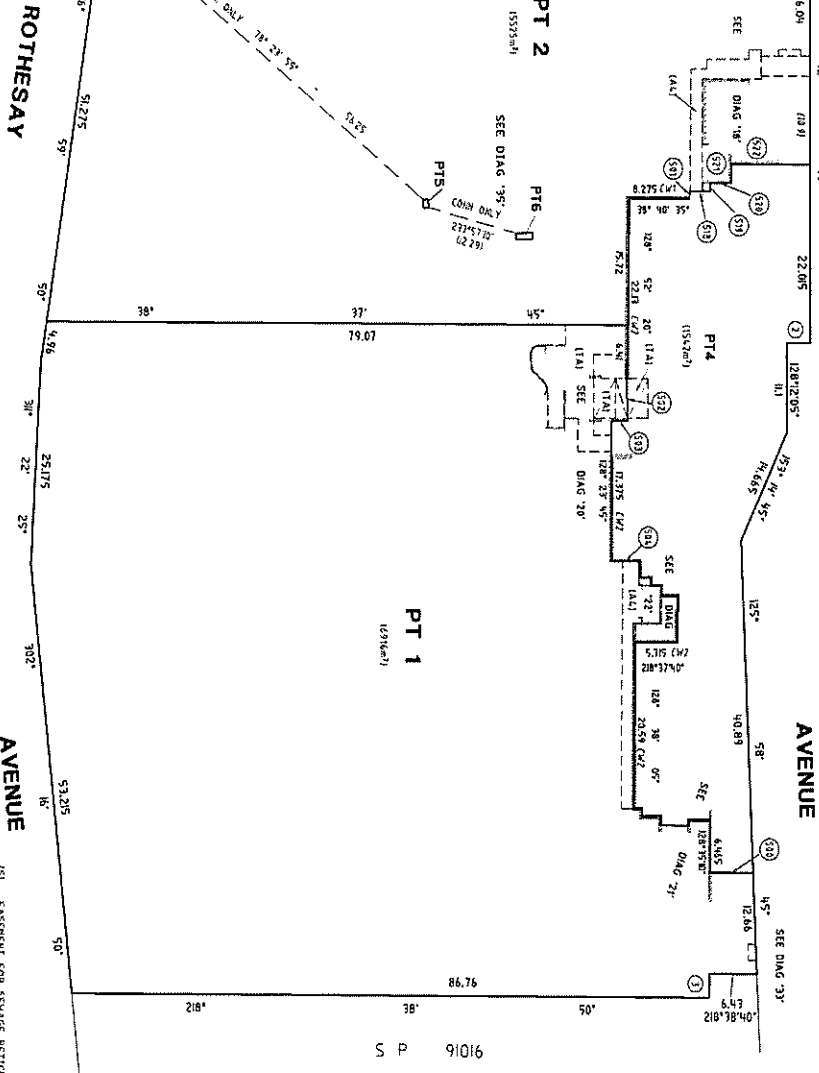
SURVEYOR
 Name: LACHLAN LEONARD MILLS
 Date: 6 MARCH 2018
 Reference: 8071
 (CONTINUED 8071 Additional Sheets)

PLAN OF SUBDIVISION OF LOT 1 IN DP 1239081

LOC: RYDE
 Locality: RYDE
 Production Ratio: 1:400
 Lengths are in metres

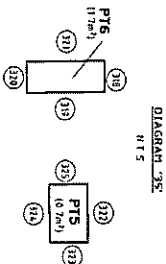
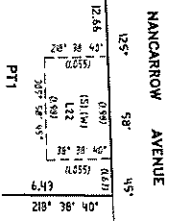
Revised:
 21.09.2018

DP1242853



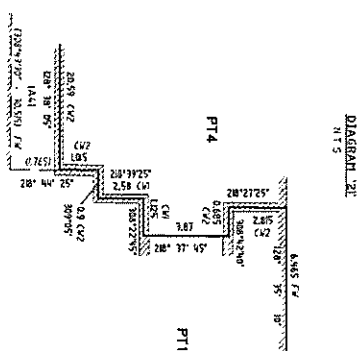
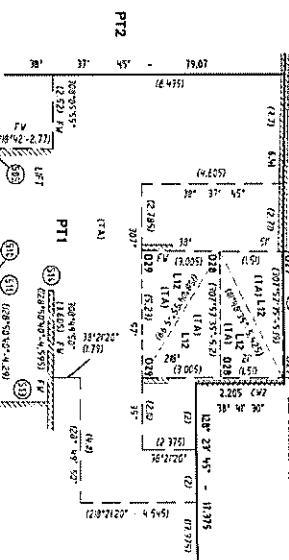
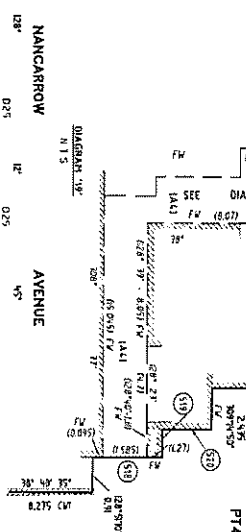
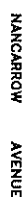
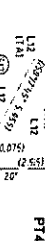
SCHEDULE OF SHORT LINES

No	BEARING	DISTANCE
1	204°32'00"	1.325
2	128°12'00"	2.54
3	128°12'00"	2.54
4	128°12'00"	2.54
5	128°12'00"	2.54
6	128°12'00"	2.54
7	128°12'00"	2.54
8	128°12'00"	2.54
9	128°12'00"	2.54
10	128°12'00"	2.54
11	128°12'00"	2.54
12	128°12'00"	2.54
13	128°12'00"	2.54
14	128°12'00"	2.54
15	128°12'00"	2.54
16	128°12'00"	2.54
17	128°12'00"	2.54
18	128°12'00"	2.54
19	128°12'00"	2.54
20	128°12'00"	2.54
21	128°12'00"	2.54
22	128°12'00"	2.54
23	128°12'00"	2.54
24	128°12'00"	2.54
25	128°12'00"	2.54
26	128°12'00"	2.54
27	128°12'00"	2.54
28	128°12'00"	2.54
29	128°12'00"	2.54
30	128°12'00"	2.54
31	128°12'00"	2.54
32	128°12'00"	2.54
33	128°12'00"	2.54
34	128°12'00"	2.54
35	128°12'00"	2.54
36	128°12'00"	2.54
37	128°12'00"	2.54
38	128°12'00"	2.54
39	128°12'00"	2.54
40	128°12'00"	2.54
41	128°12'00"	2.54
42	128°12'00"	2.54
43	128°12'00"	2.54
44	128°12'00"	2.54
45	128°12'00"	2.54
46	128°12'00"	2.54
47	128°12'00"	2.54
48	128°12'00"	2.54
49	128°12'00"	2.54
50	128°12'00"	2.54
51	128°12'00"	2.54
52	128°12'00"	2.54
53	128°12'00"	2.54
54	128°12'00"	2.54
55	128°12'00"	2.54
56	128°12'00"	2.54
57	128°12'00"	2.54
58	128°12'00"	2.54
59	128°12'00"	2.54
60	128°12'00"	2.54
61	128°12'00"	2.54
62	128°12'00"	2.54
63	128°12'00"	2.54
64	128°12'00"	2.54
65	128°12'00"	2.54
66	128°12'00"	2.54
67	128°12'00"	2.54
68	128°12'00"	2.54
69	128°12'00"	2.54
70	128°12'00"	2.54
71	128°12'00"	2.54
72	128°12'00"	2.54
73	128°12'00"	2.54
74	128°12'00"	2.54
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76	128°12'00"	2.54
77	128°12'00"	2.54
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80	128°12'00"	2.54
81	128°12'00"	2.54
82	128°12'00"	2.54
83	128°12'00"	2.54
84	128°12'00"	2.54
85	128°12'00"	2.54
86	128°12'00"	2.54
87	128°12'00"	2.54
88	128°12'00"	2.54
89	128°12'00"	2.54
90	128°12'00"	2.54
91	128°12'00"	2.54
92	128°12'00"	2.54
93	128°12'00"	2.54
94	128°12'00"	2.54
95	128°12'00"	2.54
96	128°12'00"	2.54
97	128°12'00"	2.54
98	128°12'00"	2.54
99	128°12'00"	2.54
100	128°12'00"	2.54



LIMITED IN DEPTH TO RL 16.65 AND LIMITED IN HEIGHT TO RL 20.2 UNLESS OTHERWISE STATED.

LOTS 1, 2, 4, 5 & 6 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON.

TABLE 6 OF DEPTH LIMITATIONS

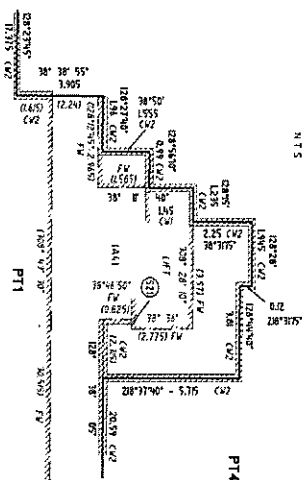
No	RL
024	16.65
025	16.6
026	20.3
027	18.58
028	18.56
029	16.6

CW1 CENTRELINE OF 0.2 WIDE CONCRETE WALL
CW2 CENTRELINE OF 0.19 WIDE BLOCK WALL
FW FACE OF WALL

L2 EASEMENT FOR ACCESS VARIABLE WIDTH (FA) LIMITED IN DEPTH TO AN INCLINED PLANE AS SHOWN ON TABLE 6 AND LIMITED IN HEIGHT TO 2.2 METRES ABOVE THOSE LEVELS.

SCHEDULE OF SHORT AND CURVED LINES

No.	BEARING	DISTANCE	RAILS
505	33.48-27.57	(0.27) F.V.	
506	20.27-22.51	(1.03) F.V.	
507	16.1-14.5-5	(1.2) F.V.	(0.55)
508	2.5-0.5-20	12.0 F.V.	
509	1.7-19-20	12.30 F.V.	
510	1.7-19-20	12.30 F.V.	
511	1.5-5-9-5-5	(0.61) F.V.	(0.075)
512	18.0-3-5	(0.225) F.V.	(0.04)
513	2.7-19-5-5	(0.26) F.V.	
514	2.7-19-5-5	(0.26) F.V.	
515	2.7-16-10	5.405 F.V.	
516	12.7-16-10	2.45 F.V.	
517	2.4-7-18-7-5	1.225 F.V.	
518	12.0-12-10	1.225 F.V.	
519	2.5-12-10	1.225 F.V.	
520	2.5-12-10	1.225 F.V.	
521	2.5-12-10	1.225 F.V.	



- | | |
|------|---|
| (6A) | EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 16.65 AND LIMITED IN HEIGHT TO RL 20.2 (MO-6) |
| (6B) | EASEMENT FOR ACCESS TO LETTERBOX VARIABLE WIDTH LIMITED IN DEPTH TO RL 16.65 AND LIMITED IN HEIGHT TO RL 20.2 |
| (6C) | EASEMENT FOR LETTERBOXES VARIABLE WIDTH LIMITED IN DEPTH TO RL 16.65 AND LIMITED IN HEIGHT TO RL 20.2 |
| (6D) | EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 16.65 AND LIMITED IN HEIGHT TO RL 20.2 |
| (6E) | EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 16.8 AND LIMITED IN HEIGHT TO RL 20.2 |

SURVEYOR
Name: LACHLAN LEONARD HILLARD YOUNG
Date: 6 MARCH 2018
Reference: 8071
"2018NTIS (B3) Additional Sheets"

PLAN OF SUBDIVISION OF LOT 1 IN DP 123908

LGA: RYDE
Locality: R

Notes

Registered:
21.09.2018

DP1242853

PLAN FORM 2 (A2)

(A4)
 EASEMENT FOR ACCESS VARIABLE WIDTH (CA) LIMITED IN DEPTH TO RL 20.3
 AND LIMITED IN HEIGHT TO RL 23.0 (0.00)
 (1A)
 EASEMENT FOR ACCESS VARIABLE WIDTH (CA) LIMITED IN DEPTH TO RL 20.3
 AND LIMITED IN HEIGHT TO RL 23.0

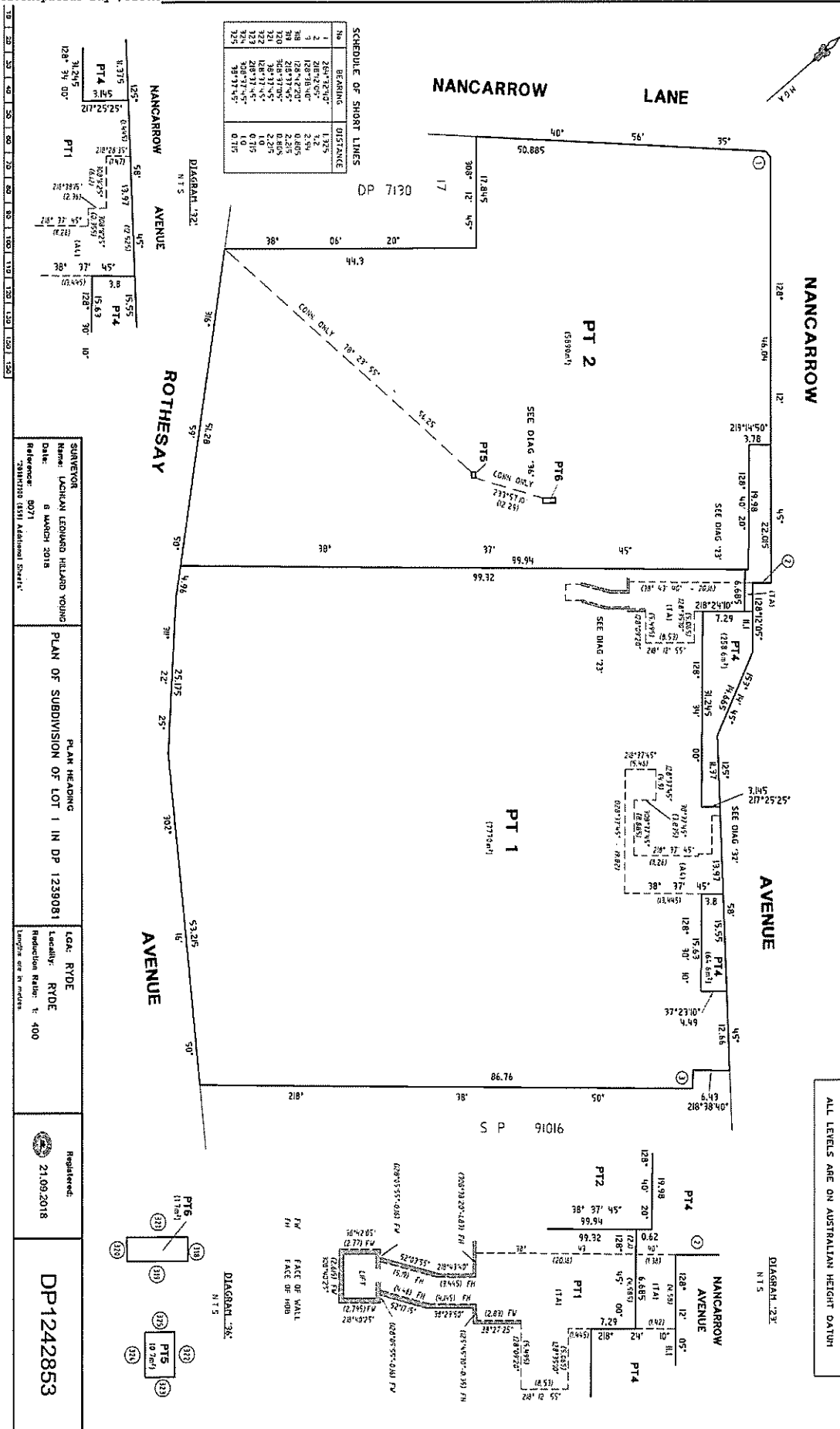
WARNING: CREATING OR FOLDING WILL LEAD TO DEFECTION

*37mm SHEET 16 OF 16 SHEETS

LEVEL FIVE AND ABOVE

LIMITED IN DEPTH TO RL 20.2 AND UNLIMITED IN HEIGHT UNLESS OTHERWISE STATED

LOTS 1, 2, 4, 5 & 6 ARE STRATHUN LOTS AND ARE
 LIMITED IN DEPTH AND IN HEIGHT
 AS SHOWN ON PLANS & DIAGRAMS HEREON.
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



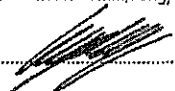
SURVEYOR
 Name: LACHLAN LEONARD HILLARD YOUNG
 Date: 6 MARCH 2018
 Reference: 8071
 SURVEYOR (351) Additional Details:

PLAN OF SUBDIVISION OF LOT 1 IN DP 1239081

Loc: RYDE
 Locality: RYDE
 Reduction Ratio: 1: 400
 Lengths are in metres

Registered:
 21.09.2018

DP1242853

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Registered:  21.09.2018 Title System: TORRENS		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 1 IN DP 1239081		LGA RYDE Locality: RYDE Parish: HUNTERS HILL County: CUMBERLAND		DP1242853	
SURVEY CERTIFICATE I, <u>LACHLAN LEONARD HILLARD YOUNG</u> <u>RAMSAY SURVEYORS PTY LTD.</u> of <u>PO BOX 2244 CARLINGFORD 2118</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: * (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>8 MARCH 2018</u> , or * (b) The part of the land shown in the plan (*being/*excluding** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on _____ the part not surveyed was compiled in accordance with that Regulation, or * (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: <u>'X'-'Y'</u> Type: *Urban / *Rural The terrain is *Level Undulating/ *Steep Mountainous. Signature:  Dated <u>5-4-2018</u> Surveyor Identification No: <u>8676</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> . * Strike out inappropriate words. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: _____ Date: _____ File Number: _____ Office: _____		Subdivision Certificate I, <u>Sam Cappelli</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation No : _____ Consent Authority: <u>City of Ryde Council</u> Date of Endorsement: <u>21st August 2018</u> Subdivision Certificate No: <u>5786</u> File No. : <u>LOA 2017/453 (MOD 2018/N.F.)</u> * Strike through if Inapplicable	
Plans used in preparation of survey/compilation. DP 1239081 DP 1229776 DP 1205357 DP 1016850		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 8071		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

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

Registered:  21.09.2018

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PLAN OF SUBDIVISION OF LOT 1
 IN DP 1239081

DP1242853

Subdivision Certificate No: 5786

Date of Endorsement: 21st August 2018

This sheet is for the provision of the following information as required:
 • A schedule of lots and addresses -See 60(c) SSI Regulation 2017
 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 • Signatures and seals -See 195D Conveyancing Act 1919
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	N/A			
2	N/A			
3	N/A			
4	N/A			
5	N/A			
6	N/A			
7	N/A			

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

1. EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT
2. EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT
3. EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT
4. EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOT
5. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (A1)
6. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (A4)
7. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (A6)
8. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (A7)
9. RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (ROW)
10. RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (ROW1)
11. RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (ROW3)
12. RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (ROW4)
13. RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (ROW7)
14. EASEMENT FOR ~~ACCESS~~ ^{*ACCESS} VARIABLE WIDTH LIMITED IN STRATUM (CA)
15. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (TA)
16. EASEMENT FOR ACCESS TO GREASE ARRESTOR VARIABLE WIDTH LIMITED IN STRATUM (GA)
17. EASEMENT FOR GREASE ARRESTOR VARIABLE WIDTH LIMITED IN STRATUM (G)
18. EASEMENT FOR GARBAGE COLLECTION AND LOADING ~~BACK~~ ^{AREA} VARIABLE WIDTH LIMITED IN ~~DEPTH~~ ^{STRATUM} (M)

21/8/18
 City of Ryde

EASEMENTS CONTINUED ON SHEET 3

* PUBLIC OPEN SPACE

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 8071

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

Registered:  21.09.2018

Office Use Only

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DP1242853

PLAN OF SUBDIVISION OF LOT 1
IN DP 1239081

Subdivision Certificate No: 5756

Date of Endorsement: 21st August 2018

This sheet is for the provision of the following information as required:
• A schedule of lots and addresses -See 60(c) SSI Regulation 2017
• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
• Signatures and seals -See 195D Conveyancing Act 1919
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EASEMENTS CONTINUED FROM SHEET 2

21/8/18
City of Ryccy

- ~~19. EASEMENT FOR SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (S)~~
~~20. EASEMENT FOR RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (W)~~
19.21. EASEMENT FOR AWNING VARIABLE WIDTH LIMITED IN STRATUM (O)
~~22. EASEMENT FOR CAR PARKING VARIABLE WIDTH LIMITED IN STRATUM (C)~~
20.23. EASEMENT FOR ACCESS TO LETTERBOX VARIABLE WIDTH LIMITED IN STRATUM (AL)
~~24. POSITIVE COVENANT~~
21. EASEMENT FOR LETTERBOXES VARIABLE WIDTH LIMITED IN STRATUM (L)
22. POSITIVE COVENANT
23. EASEMENT FOR SEWAGE RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (S)
24. EASEMENT FOR RECYCLED WATER RETICULATION SERVICE INFRASTRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (W)
25. EASEMENT FOR POTABLE COLD WATER SERVICE VARIABLE WIDTH LIMITED IN STRATUM (PW)
26. POSITIVE COVENANT

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 8071

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

Registered:



21.09.2018

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DP1242853

PLAN OF SUBDIVISION OF LOT 1
IN DP 1239081

Subdivision Certificate No: 5786

Date of Endorsement: 21st August 2018

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

- A schedule of lots and addresses -See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals -See 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Signed by 357 HPG Pty Ltd
ABN 59 733 364 084
pursuant to S127 Corporations
Act 2001

21/8/18

City of Ryde

Signed by Bayone Projects
Pty Ltd ABN 31 113 337 518
pursuant to S127
Corporations Act 2001

Samkis Nassif
Sole director / SECRETARY

Samkis Nassif
Sole director /
SECRETARY

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

GRAHAM SMITH

SIGNED by _____ as
attorney for Westpac Banking Corporation
under power of attorney Book 4299 No. 332

(Signature) _____
The Three Attorney

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

I certify that I am an eligible witness and that the
attorney whose signature appears above signed
this instrument in my presence.

Signature of witness: _____

Name of witness: Nelly Wehbe

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

S117RP Act requires that you must have known
the signatory for more than 12 months or have
sight of identifying documentation.

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE:

8071

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

Lengths are in metres

Sheet 1 of 22 Sheets

Plan **DP1242853**

Plan of subdivision of Lot 1 in 1239081

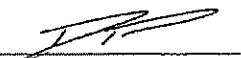
Name and address of Owner

357 HPG Pty Ltd ABN 59 133 364 084
 Suite 2, 2 Giffnock Avenue
 Macquarie Park NSW 2113

Bayone Projects Pty Ltd ABN 31 113 337 518
 Suite 2, 2 Giffnock Avenue
 Macquarie Park NSW 2113

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Services affecting the whole of the lot	Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7	Lot 2, 3, 4, 5, 6 and 7 Lot 1, 3, 4, 5, 6 and 7 Lot 1, 2, 4, 5, 6 and 7 Lot 1, 2, 3, 5, 6 and 7 Lot 1, 2, 3, 4, 6 and 7 Lot 1, 2, 3, 4, 5 and 7 Lot 1, 2, 3, 4, 5 and 6
2.	Easement to Drain Water affecting the whole of the lot	Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7	Lot 2, 3, 4, 5, 6 and 7 Lot 1, 3, 4, 5, 6 and 7 Lot 1, 2, 4, 5, 6 and 7 Lot 1, 2, 3, 5, 6 and 7 Lot 1, 2, 3, 4, 6 and 7 Lot 1, 2, 3, 4, 5 and 7 Lot 1, 2, 3, 4, 5 and 6


 Authorised Person

Lengths are in metres

Sheet 2 of 22 Sheets

Plan

Plan of subdivision of Lot 1 in 1239081

DP1242853

3.	Easement for Emergency Egress affecting the whole of the lot	Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7	Lot 2, 3, 4, 5, 6 and 7 Lot 1, 3, 4, 5, 6 and 7 Lot 1, 2, 4, 5, 6 and 7 Lot 1, 2, 3, 5, 6 and 7 Lot 1, 2, 3, 4, 6 and 7 Lot 1, 2, 3, 4, 5 and 7 Lot 1, 2, 3, 4, 5 and 6
4.	Easement for Future Services affecting the whole of the lot	Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7	Lot 2, 4, 5, 6 and 7 Lot 1, 4, 5, 6 and 7 Lot 1, 2, 4, 5, 6 and 7 Lot 1, 2, 5, 6 and 7 Lot 1, 2, 4, 6 and 7 Lot 1, 2, 4, 5 and 7 Lot 1, 2, 4, 5 and 6
5.	Easement for Access variable width limited in stratum (A1)	Lot 1 Lot 2	Lot 2 Lot 1 
6.	Easement for Access variable width limited in stratum (A4)	Lot 1 Lot 2	Lot 2 and 4 Lot 1 and 4
7.	Easement for Access variable width limited in stratum (A6)	Lot 1 Lot 2	Lot 5 and 6 Lot 5 and 6
8.	Easement for Access variable width limited in stratum (A7)	Lot 2	Lot 7
9.	Right of Way variable width limited in stratum (ROW)	Lot 1 Lot 2	Lot 2, 3, 4, 5, 6 and 7 Lot 1, 2, 3, 4, 5, 6 and 7 
10.	Right of Way variable width limited in stratum (ROW1)	Lot 1 Lot 2	Lot 2 Lot 1
11.	Right of Way variable width limited in stratum (ROW3)	Lot 1 Lot 2	Lot 2 and 3 Lot 1 and 3


 Authorised Person

Lengths are in metres

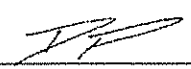
Sheet 3 of 22 Sheets

Plan

Plan of subdivision of Lot 1 in 1239081

DP1242853

12.	Right of Way variable width limited in stratum (ROW4)	Lot 1 Lot 2	Lot 2 and 4 Lot 1 and 4 
13.	Right of Way variable width limited in stratum (ROW7)	Lot 1 Lot 2	Lot 2 and 7 Lot 1 and 7
14.	Easement for Public Open Space variable width limited in stratum (CA)	Lot 1 Lot 2	Council of the City of Ryde Council of the City of Ryde
15.	Easement for Access variable width limited in stratum (TA)	Lot 1 Lot 4	Council of the City of Ryde Council of the City of Ryde
16.	Easement for Access to Grease Arrestor variable width limited in stratum (GA)	Lot 1 Lot 2	Lot 5 and 6 Lot 5 and 6 SN
17.	Easement for Grease Arrestor variable width limited in stratum (G)	Lot 2	Lot 5 and 6
18.	Easement for Garbage Collection and Loading Area variable width limited in stratum (M)	Lot 1 Lot 5	Lot 2 Lot 6
19.	Easement for Awning variable width limited in stratum (O)	Lot 1 Lot 2	Lot 5 Lot 5
20.	Easement for Access to Letterbox variable width limited in stratum (AL)	Lot 2	Lot 3, 4, 5, 6 and 7
21.	Easement for Letterboxes variable width limited in Stratum (L)	Lot 2	Lot 3, 4, 5, 6 and 7
22.	Positive Covenant	Lot 1 and 2	Council of the City of Ryde
23.	Easement for Sewage Reticulation Service Infrastructure variable width limited in stratum (S)	Lot 1 Lot 2	Lot 3 Lot 3


 Authorised Person

Lengths are in metres

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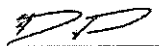
Plan

Plan of subdivision of Lot 1 in 1239081

DP1242853

24.	Easement for Recycled Water Reticulation Service Infrastructure variable width limited in stratum (W)	Lot 1 Lot 2	Lot 3 Lot 3
25.	Easement for Potable Cold Water Service variable width limited in stratum (PW)	Lot 1 Lot 2	Lot 3 Lot 3
26.	Positive Covenant	Lots 1, 2, 3, 4, 5 and 6	Council of the City of Ryde

PART 1A (Release)



Authorised Person

Lengths are in metres

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Plan

Plan of subdivision of Lot 1 in 1239081

DP1242853

PART 2 (TERMS)

1. **Terms of Easement for Services affecting the whole of the lot numbered 1 in the Plan**

Easement for services as defined in Part 11 of Schedule 8 of the Conveyancing Act 1919.
2. **Terms of Easement to Drain Water affecting the whole of the lot numbered 2 in the Plan**

Easement to drain water as defined in Part 3 of Schedule 8 of the Conveyancing Act 1919.
3. **Terms of Emergency Egress affecting the whole of the lot numbered 3 in the Plan**

Right of footway as defined in Part 2 of Schedule 8 of the Conveyancing Act 1919 and further that the easement shall only be enjoyed for the purposes of any emergency evacuation procedure or drill.
4. **Terms of easement for future services affecting the whole of the lot numbered 4 in the Plan**

Easement for services as defined in Part 11 of Schedule 8 of the Conveyancing Act 1919.
5. **Terms of Easement for Access variable width limited in stratum (A1) numbered 5 in the Plan**

Right of access as defined in Part 14 of Schedule 8 of the Conveyancing Act 1919.
6. **Terms of Easement for Access variable width limited in stratum (A4) numbered 6 in the Plan**

Right of access as defined in Part 14 of Schedule 8 of the Conveyancing Act 1919.
7. **Terms of Easement for Access variable width limited in stratum (A6) numbered 7 in the Plan**

Right of access as defined in Part 14 of Schedule 8 of the Conveyancing Act 1919.
8. **Terms of Easement for Access variable width limited in stratum (A7) numbered 8 in the Plan**

Right of access as defined in Part 14 of Schedule 8 of the Conveyancing Act 1919.



Authorised Person

Lengths are in metres

Sheet 6 of 22 Sheets

Plan

Plan of subdivision of Lot 1 in 1239081

DP1242853

9. **Terms of Right of Way variable width limited in stratum (ROW) numbered 9 in the Plan**
- Right of carriageway as defined in Part 1 of Schedule 8 of the Conveyancing Act 1919.
10. **Terms of Right of Way variable width limited in stratum (ROW1) numbered 10 in the Plan**
- Right of carriageway as defined in Part 1 of Schedule 8 of the Conveyancing Act 1919.
11. **Terms of Right of Way variable width limited in stratum (ROW3) numbered 11 in the Plan**
- Right of carriageway as defined in Part 1 of Schedule 8 of the Conveyancing Act 1919.
12. **Terms of Right of Way variable width limited in stratum (ROW4) numbered 12 in the Plan**
- Right of carriageway as defined in Part 1 of Schedule 8 of the Conveyancing Act 1919.
13. **Terms of Right of Way variable width limited in stratum (ROW7) numbered 13 in the Plan**
- Right of carriageway as defined in Part 1 of Schedule 8 of the Conveyancing Act 1919.
14. **Terms of Easement for Public Open Space variable width limited in stratum (CA) numbered 14 in the Plan**
- (a) The Council, its authorised users and the general public have the right to use the easement site for recreational purposes including the right to walk across the easement site.
- (b) When exercising their rights under this easement, the Council and its authorised users must:
- (i) Exercise their respective rights consistently with the rights of all other users who have the same or similar rights;
 - (ii) Only use the easement site for recreational purposes;
 - (iii) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (iv) Cause as little damage as is possible to the owner of the lot burdened and any improvement on the lot burdened.
- (c) The owner of the lot burdened may make rules and/or prohibit the use of certain items (such as, but not limited to) scooters, skateboards or roller skates over the



Authorised Person

Lengths are in metres

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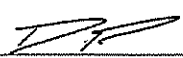
Plan

Plan of subdivision of Lot 1 in 1239081

DP1242853

easement site to protect the safety of and convenience and enjoyment of the easement site by other users and/or occupiers of the lot burdened.

- (d) The owner of the lot burdened must keep the easement site in a clean condition to Council's satisfaction, acting reasonably.
- (e) If requested by Council (acting reasonably), the owner of the lot burdened must carry out any maintenance or repair work to the easement site, including all structures, lighting and landscaping within the easement site.
- (f) The owner of the lot burdened must maintain and pay for the electricity supply to all lighting on the easement site and must ensure that all lighting is in good working order and operating in non-daylight hours.
- (g) If the owner of the lot burdened does not comply with paragraphs (d), (e) or (f), the owner of the lot burdened must:
 - (i) allow Council to enter the lot burdened and to remain for any reasonable time for the purposes of carrying out any necessary work on the easement site to ensure that the easement site is suitable for public access including cleaning, constructing, placing, repairing, or maintaining trafficable surfaces, structures, lighting and landscaping within the easement site, and
 - (ii) reimburse Council for the cost of that work upon receipt of a request for payment from Council.
- (h) In exercising its powers under this easement, Council must:
 - (i) ensure that all work is done properly;
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (iii) cause as little damage as possible to the lot burdened and any improvements on it;
 - (v) restore and make good any damage caused by Council (or its employees, contractors and agents) to the lot burdened so that the lot burdened is restored as nearly as is practicable to its former condition;
 - (vi) make good any collateral damage, and
 - (vii) ensure that Council does not permit or do anything which may result in the owner of the lot burdened to be in breach of any maintenance agreement with any third parties or any other agreements with any third parties including tenants in any residential development on the lot burdened.


Authorised Person

Lengths are in metres

Sheet 8 of 22 Sheets

Plan

Plan of subdivision of Lot 1 in 1239081

DP1242853

- (i) The owner of the lot burdened must insure in any occurrence based policy against public liability covering the public use of the easement site for a sum determined by the owner of the lot burdened which must not be less than \$20 million or any amount imposed by law.
- (j) Subject to paragraph (c), the owner of the lot burdened may not create any rules or regulations relating to rights granted to Council under this easement or which are inconsistent with the obligations of the owner of the lot burdened in relation to the easement site.
- (k) This easement shall take effect from the date of registration of the strata plan of subdivision of Lot 2.

15. Terms of Easement for Access variable width limited in stratum (TA) numbered 15 in the Plan

- (l) The Council, its authorised users and the general public have the right to pass and repass over the easement site.
- (m) When exercising their rights under this easement, the Council and its authorised users must:
 - (viii) Exercise their respective rights consistently with the rights of all other users who have the same or similar rights;
 - (ix) Only use the easement site to pass and repass;
 - (x) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (xi) Cause as little damage as is possible to the owner of the lot burdened and any improvement on the lot burdened.
- (n) The owner of the lot burdened may make rules and/or prohibit the use of scooters, skateboards or roller skates over the easement site to protect the safety of other users and/or occupiers of the lot burdened.
- (o) The owner of the lot burdened must keep the easement site in a clean condition to Council's satisfaction, acting reasonably.
- (p) If requested by Council (acting reasonably), the owner of the lot burdened must carry out any maintenance or repair work to the easement site, including all structures, lighting and landscaping within the easement site.
- (q) The owner of the lot burdened must maintain and pay for the electricity supply to all lighting on the easement site and must ensure that all lighting is in good working order and operating in non-daylight hours.


Authorised Person

Lengths are in metres

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Plan

Plan of subdivision of Lot 1 in 1239081

DP1242853

- (r) If the owner of the lot burdened does not comply with paragraphs (d), (e) or (f), the owner of the lot burdened must:
 - (i) allow Council to enter the lot burdened and to remain for any reasonable time for the purposes of carrying out any necessary work on the easement site to ensure that the easement site is suitable for public access including cleaning, constructing, placing, repairing, or maintaining trafficable surfaces, structures, lighting and landscaping within the easement site, and
 - (ii) reimburse Council for the cost of that work upon receipt of a request for payment from Council.
- (s) In exercising its powers under this easement, Council must:
 - (i) ensure that all work is done properly;
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (iii) cause as little damage as possible to the lot burdened and any improvements on it;
 - (xii) restore and make good any damage caused by Council (or its employees, contractors and agents) to the lot burdened so that the lot burdened is restored as nearly as is practicable to its former condition;
 - (xiii) make good any collateral damage, and
 - (xiv) ensure that Council does not permit or do anything which may result in the owner of the lot burdened to be in breach of any maintenance agreement with any third parties or any other agreements with any third parties including tenants in any residential development on the lot burdened.
- (t) The owner of the lot burdened must insure in any occurrence based policy against public liability covering the public use of the easement site for a sum determined by the owner of the lot burdened which must not be less than \$20 million or any amount imposed by law.
- (u) Subject to paragraph (c), the owner of the lot burdened may not create any rules or regulations relating to rights granted to Council under this easement or which are inconsistent with the obligations of the owner of the lot burdened in relation to the easement site.
- (v) This easement shall take effect from the date of registration of the strata plan of subdivision of Lot 2.



Authorised Person

Lengths are in metres

Sheet 10 of 22 Sheets

Plan

Plan of subdivision of Lot 1 in 1239081

DP1242853

16. Terms of Easement for Access to Grease Arrestor variable width limited in stratum (GA) numbered 16 in the Plan

Right of access as defined in Part 14 of Schedule 8 of the Conveyancing Act 1919.

17. Terms of easement for Grease Arrestor variable width limited in stratum (G) numbered 17 in the Plan

- (a) The owner of the lot benefitted has the right to install and maintain a grease arrestor within the easement site on the lot burdened including the right to clean, service, repair, or replace the grease arrestor and any ancillary equipment.
- (b) When exercising its rights under this easement, the owner of the lot benefitted must:
 - (i) Make good any damage caused to the lot burdened while exercising its rights or complying with its obligations under this easement;
 - (ii) Keep the grease arrester in good repair and safe condition;
 - (iii) Immediately clean any spillage on the lot burdened.

18. Terms of Easement for Garbage Collection and Loading Area limited in stratum (M) numbered 18 in the Plan

- (a) The owner of the lot benefitted and its authorised users has the right to enter onto the easement site to place garbage bins at the location set aside for such storage for the purpose of garbage collection. The owner of the lot benefitted and its authorised users must ensure that its garbage bins are only brought onto the easement site no earlier than the day before the garbage collection and the empty garbage bins are collected from the easement site as soon as practicable.
- (b) The owner of the lot benefitted and its authorised users has the right to use the easement site as a loading area.
- (c) In exercising its rights conferred by this easement, the owner of the lot benefitted must:
 - (i) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened;
 - (ii) cause as little damage as is practicable to the easement site and any improvements on it; and
 - (iii) make good any damage caused to the easement site and any improvements on it arising from the use of the easement site for the purposes of this easement by the owner of the lot benefitted.


Authorised Person

Lengths are in metres

Sheet 11 of 22 Sheets

Plan

Plan of subdivision of Lot 1 in 1239081

DP1242853

19. Terms of Easement for Awning variable width limited in stratum (O) numbered 19 in the Plan

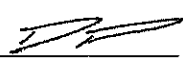
- (a) The owner of the lot benefitted has the right to install an awning together with any ancillary items such as hooks and anchors to the lot burdened but only within the site of the easement.
- (b) The owner of the lot benefitted must keep the awning and ancillary items in good repair and clean and safe condition.
- (c) The owner of the lot benefitted may replace the awning with another awning at any time.
- (d) In exercising its rights and performing its obligations under this easement, the owner of the lot benefitted:
 - (i) may enter onto the lot burdened and take anything onto the lot burdened to do anything reasonably necessary for undertaking work;
 - (ii) ensure that all work is done properly and in accordance with all regulatory requirements (if any);
 - (iii) cause as little inconvenience as practicable to the owner and any occupier of the lot burdened; and
 - (iv) make good any collateral damage.
- (e) The owner of the lot burdened must not do anything or allow anything to be done to damage the awning or interfere with the rights of the owner of the lot benefitted.

20. Terms of Easement for Access to Letterbox variable width limited in stratum (AL) numbered 20 in the Plan

- (a) The owner of the lot benefitted has the right to pass and repass across the lot burdened to access the letterbox of the lot benefitted.
- (b) In exercising its rights under this easement, the owner of the lot benefitted must cause as little inconvenience as practicable to the owner and occupier of the lot burdened.

21. Terms of Easement for Letterbox variable width limited in stratum (L) numbered 21 in the Plan

- (a) The owner of the lot benefitted has the right to install a letterbox in the nominated area on the easement site but only in the same type, colour, size and construction of the letterboxes of the owner of the lot burdened.



Authorised Person

Lengths are in metres

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- (b) The owner of the lot benefitted must maintain the letterbox in a good and clean condition and may replace the letterbox but only in the same type, colour, size and construction of the letterboxes of the owner of the lot burdened. The owner of the lot burdened acknowledges that such a requirement is not an unreasonable condition of this easement.
- (c) In exercising its rights under this easement, the owner of the lot benefitted must cause as little inconvenience as practicable to the owner and occupier of the lot burdened.

22. Terms of Positive Covenant numbered 22 in the Plan

- (a) In this positive covenant the following definitions apply:
 - (i) **Area** means the site of the restriction or covenant shown or marked on the plan to which these terms relate, and if no such site is shown or marked, then **Area** means the whole, and every part, of the lot burdened;
 - (ii) **Council** means the Council of the City of Ryde, and includes its servants and authorised agents;
 - (iii) **Owner** means the registered proprietor for the time being of the lot burdened, their successors and assigns and anyone claiming through the registered proprietor;
 - (iv) **System** means the pump-out drainage system and WSUD components within the Area including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water;
 - (v) Where there is more than one more Owner the terms of this covenant and restriction bind the Owners jointly and severally; and
 - (vi) The singular includes the plural, and vice versa.
- (b) The Owner will at his own expense well and sufficiently maintain and keep in good and substantial repair and working order the System in accordance with the design, dimensions, specifications and performance standards approved by the Council.
- (c) Without limiting the obligations in paragraph (b), the Owner must-
 - (i) keep the System clean and free from obstructions, rubbish and debris;
 - (ii) maintain and repair the System at the sole expense of the Owner so that it functions in a safe and efficient manner;


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- (iii) without limiting clause (c)(ii) the maintenance must include:
 - (A) the checking of the condition of the pumps forming part of the System by pumping water for at least 5 minutes every 6 months and
 - (B) maintaining a log book of the periodic checks made.
- (iv) permit the Council from time to time and upon giving reasonable notice (but in the case of an emergency, at any time and without notice) to enter the Area and inspect the System for compliance with the requirements of this covenant;
- (v) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
- (d) Without limiting its powers under Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
 - (i) in the event that the Owner fails to comply with any written notice from the Council as set out above the Council may enter the lot burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in paragraph (c)(iv) above ("Work").
 - (ii) The Council may recover from the Owner in a Court of competent jurisdiction:
 - (A) any expense reasonably incurred by it in exercising its powers under sub-paragraph (d)(i). Such expense shall include reasonable wages for the Council's employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the Work.
 - (B) legal costs on an indemnity basis for the issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
- (e) Without limiting any other right of the Council, the Owner indemnifies and agrees to keep indemnified the Council from and against any claim, loss or



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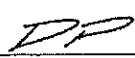
Plan of subdivision of Lot 1 in 1239081

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damage (including legal costs on a full indemnity basis) which the Council may suffer due to, and/or which arises from, the non-compliance with or departure from these terms by the Owner (whether by act or omission).

23. Terms of Easement for Sewage Reticulation Service Infrastructure variable width limited in stratum (S) numbered 23 in the Plan

- (a) The owner of the lot benefitted and its Authorised Users has the right to:
 - (i) install and have Sewage Reticulation Infrastructure remain in the lot burdened, but only within the site of this easement (**Easement Site**);
 - (ii) where necessary, have the Sewage Reticulation Infrastructure in the lot burdened supported vertically, horizontally and in each other plane by that lot;
 - (iii) use the Sewage Reticulation Infrastructure in the lot burdened for its intended purpose;
 - (iv) the uninterrupted passage of sewage, in any quantities, through any Sewage Reticulation Infrastructure in the lot burdened within the Easement Site;
 - (v) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Sewage Reticulation Infrastructure in the lot burdened, as and when required, so that it is fit to be used for its intended purpose; and
 - (vi) enter and remain (or direct Authorised Persons to enter and remain) in lot burdened for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Sewage Reticulation Infrastructure in the lot.
- (b) Subject to paragraph (c), before entering the lot burdened to carry out Works or do anything else it is permitted or required to do under this easement, the owner of the lot benefitted must provide to the owner of the lot burdened:
 - (i) reasonable prior notice of its intentions; and
 - (ii) a Schedule of Works for any Works to be carried out.
- (c) The owner of the lot benefitted is not obliged to comply with paragraph (b) in an emergency.
- (d) The owner of the lot benefitted must, while any Work is being carried out in the lot burdened, take all reasonable steps to:


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- (i) Minimise interruption to or interference with, the use and enjoyment of the lot burdened; and
 - (ii) Ensure that:
 - (A) All necessary safety measures are taken;
 - (B) The Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (C) All reasonable precautions are taken to ensure as little damage as possible is caused to the lot burdened; and
 - (D) As soon as reasonably practicable after completing the Works, the lot burdened is restored as nearly as reasonably practicable to the condition before the carrying out the Works.
 - (e) If, in the reasonable opinion of the owner of the lot burdened, the owner of the lot benefitted has not exercised its rights under sub-paragraph (a)(v) to carry out Works in relation to the Sewage Reticulation Infrastructure in the lot burdened, such as it is, or is at risk of becoming a hazard or nuisance, the owner of the lot burdened has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy or prevent that hazard or nuisance.
- 24. Terms of Easement for Recycled Water Reticulation Service Infrastructure variable width limited in stratum (W) numbered 24 in the Plan**
- (a) The owner of the lot benefitted and its authorised users has the right to:
 - (i) install and have Recycled Water Reticulation Infrastructure remain in the lot burdened, but only within the site of this easement (**Easement Site**);
 - (ii) where necessary, have the Recycled Water Reticulation Infrastructure in the lot burdened supported vertically, horizontally and in each other plane by that lot;
 - (iii) use the Recycled Water Reticulation Infrastructure in the lot burdened for its intended purpose;
 - (iv) the uninterrupted passage of recycled water, in any quantities, through any Recycled Water Reticulation Infrastructure in the lot burdened within the Easement Site;
 - (v) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Recycled Water Reticulation


Authorised Person

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Plan of subdivision of Lot 1 in 1239081

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Infrastructure in the lot burdened, as and when required, so that it is fit to be used for its intended purpose; and

- (vi) enter and remain (or direct Authorised Persons to enter and remain) in lot burdened for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Recycled Water Reticulation Infrastructure in the lot.
- (b) Subject to paragraph (c), before entering the lot burdened to carry out Works or do anything else it is permitted or required to do under this easement, the owner of the lot benefitted must provide to the owner of the lot burdened:
 - (i) reasonable prior notice of its intentions; and
 - (ii) a Schedule of Works for any Works to be carried out.
- (c) The owner of the lot benefitted is not obliged to comply with paragraph (b) in an emergency.
- (d) The owner of the lot benefitted must, while any Work is being carried out in the lot burdened, take all reasonable steps to:
 - (i) Minimise interruption to or interference with, the use and enjoyment of the lot burdened; and
 - (ii) Ensure that:
 - (A) All necessary safety measures are taken;
 - (B) The Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (C) All reasonable precautions are taken to ensure as little damage as possible is caused to the lot burdened; and
 - (D) As soon as reasonably practicable after completing the Works, the lot burdened is restored as nearly as reasonably practicable to the condition before the carrying out the Works.
- (e) If, in the reasonable opinion of the owner of the lot burdened, the owner of the lot benefitted has not exercised its rights under sub-paragraph (a)(v) to carry out Works in relation to the Recycled Water Reticulation Infrastructure in the lot burdened, such as it is, or is at risk of becoming a hazard or nuisance, the owner of the lot burdened has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy or prevent that hazard or nuisance.


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25. Terms of Easement for Potable Cold Water Service variable width limited in stratum (S) numbered 25 in the Plan

- (a) The owner of the lot benefitted has the right to:
 - (i) install and have Potable Water Infrastructure remain in the lot burdened, but only within the site of this easement (**Easement Site**);
 - (ii) where necessary, have the Potable Water Infrastructure in the lot burdened supported vertically, horizontally and in each other plane by that lot;
 - (iii) use the Potable Water Infrastructure in the lot burdened for its intended purpose;
 - (iv) the uninterrupted passage of potable water, in any quantities, through any Potable Water Infrastructure in the lot burdened within the Easement Site;
 - (v) carry out Works and do anything else it considers necessary or desirable, acting reasonably, in relation to the Potable Water Infrastructure in the lot burdened, as and when required, so that it is fit to be used for its intended purpose; and
 - (vi) enter and remain (or direct Authorised Persons to enter and remain) in lot burdened for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Potable Water Infrastructure in the lot.
- (b) Subject to paragraph (c), before entering the lot burdened to carry out Works or do anything else it is permitted or required to do under this easement, the owner of the lot benefitted must provide to the owner of the lot burdened:
 - (i) reasonable prior notice of its intentions; and
 - (ii) a Schedule of Works for any Works to be carried out.
- (c) The owner of the lot benefitted is not obliged to comply with paragraph (b) in an emergency.
- (d) The owner of the lot benefitted must, while any Work is being carried out in the lot burdened, take all reasonable steps to:
 - (i) Minimise interruption to or interference with, the use and enjoyment of the lot burdened; and
 - (ii) Ensure that:



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Lengths are in metres

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- (A) All necessary safety measures are taken;
 - (B) The Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (C) All reasonable precautions are taken to ensure as little damage as possible is caused to the lot burdened; and
 - (D) As soon as reasonably practicable after completing the Works, the lot burdened is restored as nearly as reasonably practicable to the condition before the carrying out the Works.
- (e) If, in the reasonable opinion of the owner of the lot burdened, the owner of the lot benefitted has not exercised its rights under sub-paragraph (a)(v) to carry out Works in relation to the Potable Water Infrastructure in the lot burdened, such as it is, or is at risk of becoming a hazard or nuisance, the owner of the lot burdened has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary or desirable to remedy or prevent that hazard or nuisance.

26. Terms of Positive Covenant numbered 26 in the Plan

- (a) The owner of the lot burdened must store all forms of garbage, green waste and recycling within the appropriate waste and recyclable collection bins on the land.
- (b) The owner of the lot burdened releases, indemnities and holds harmless the owner of the lot benefitted from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance or negligence) against the owner of the lot benefitted in relation to any noise, debris, damage to property, death, injury to person, loss or other issue arising directly or indirectly from waste collection activities carried out by the owner of the lot benefitted or any agent acting on its behalf.
- (c) This positive covenant cannot be released, varied or modified without the written consent of the owner of the lot benefitted.

Definitions and Interpretation

- (a) In this instrument, unless the context clearly indicates otherwise:

Authorise Persons means every person authorised by the owner of the lot benefitted and includes an occupier of the lot benefitted, employee, agent, contractor, licensee or invitee of the owner of the lot benefitted.

Authority means any national, state or local government, semi-government, quasi-government or other judicial body or relevant authority.



Authorised Person

Lengths are in metres

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Equipment means materials, tools, implements, machinery and vehicles.

Improvements means all improvements, structures and fixtures constructed, erected or installed at any time including any walls, support columns, slabs, foundations and footings.

Law means any act, ordinance, regulation, order or proclamation of the Commonwealth of Australia or State of New South Wales.

Potable Water Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of Potable Water.

Recycled Water Reticulation Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of Recycled Water from Lot 3.

Schedule of Works means in relation to any Works, a document containing:

- (a) a specification of the relevant Works,
- (b) a programme of the Works and
- (c) a statement indicating the likely impact of the Works on the parties to the easement.

Sewage Reticulation Infrastructure means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, cables, wires, controllers and any ancillary infrastructure, apparatus, plant and equipment which is necessary for and facilitates the passage of sewage to Lot 3.

Works includes inspecting, testing, cleaning, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

- (b) The name of the body empowered to release, vary or modify the easements and positive covenants referred to in this instrument is the **Council of the City of Ryde**.



Authorised Person

Lengths are in metres

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Plan

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Signing Page

Signed by the registered proprietor

Signed by 357 HPG Pty
Ltd ABN 59 133 364 084
pursuant to s127
Corporations Act 2001



sign

SOLE DIRECTOR/SECRETARY

office (director or secretary)

SARKIS NASSIF

full name

Signed by Bayone
Projects Pty Ltd ABN 31
113 337 518 pursuant to
s127 Corporations Act
2001



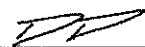
sign

SOLE DIRECTOR/SECRETARY

office (director or secretary)

SARKIS NASSIF

full name



Authorised Person

Lengths are in metres

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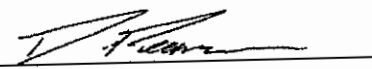
Plan

Plan of subdivision of Lot 1 in 1239081

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Signed by Council of the City of Ryde

Signed by Council of
the City of Ryde by


sign (authorised delegate)

its duly
authorised delegate

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

sign (witness)

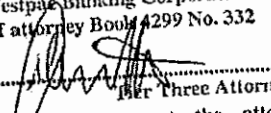
full name (witness)

address (witness)

Signed by the mortgagee

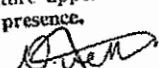
Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee

SIGNED by **GRAHAME SMITH** as
attorney for Westpac Banking Corporation
under power of attorney Book 4299 No. 332

(Signature) 
Per Three Attorney

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

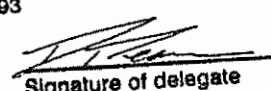
I certify that I am an eligible witness and that the
attorney whose signature appears above signed
this instrument in my presence.

Signature of witness: 
Name of witness: **Nelly Wehbe**
Address of witness: **Level 3, 275 Kent St
Sydney NSW 2000**

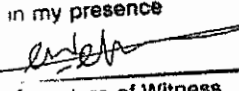
S117RP Act requires that you must have known
the signatory for more than 12 months or have
sighted identifying documentation.

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

DANIEL PEARSE
Name of delegate


Signature of delegate

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


Signature of Witness

MYRA MALEK
Name of Witness

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

Authorised Person

REGISTERED



21.09.2018

C887251

(herein called transferee)

County.	Parish.	Reference to Title. (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Hunters Hill	Part	9359	64	Being Lot 14 Deposited Plan 7130

And the transferee doth hereby for himself his heirs executors administrators and assigns or other the registered proprietors for the time being of the land hereinbefore described covenant with the Transferrors their executors administrators and assigns that the external walls of any main building which shall be erected by the said Transferee his executors administrators or assigns upon the land hereby transferred shall be constructed of brick and/or stone and such main building shall be roofed with slates or tiles and the minimum cost of such building shall be Three hundred (£300) pounds AND to the purpose of Section 88 of the Conveyancing Act 1919-1932

(a) The land to which the benefit of the covenant is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 7130

(b) The land which is to be subject to the burden of such covenant is the land hereby transferred.

(c) The ~~foregoing~~ ~~said~~ ~~land~~ ~~may~~ ~~be~~ ~~subject~~ ~~to~~ ~~the~~ ~~burden~~ ~~of~~ ~~such~~ ~~covenant~~ ~~may~~ ~~be~~ ~~released~~ ~~modified~~ ~~or~~ ~~varied~~ ~~by~~ ~~the~~ ~~registered~~ ~~proprietors~~ ~~for~~ ~~the~~ ~~time~~ ~~being~~ ~~of~~ ~~the~~ ~~land~~ ~~to~~ ~~which~~ ~~the~~ ~~said~~ ~~covenant~~ ~~is~~ ~~appurtenant~~.

WHC IS PERSONALLY KNOWN TO ME

Henry H. W.
M. E. H. Lee.
Transferor.*

If the Transferee or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

JW Lee - Boston
 Solicitor for Transfers.
 whose signature cannot
 be obtained without expense
 and delay.

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

* If signed by virtue of any power of attorney, the original power must be registered, and produced with this document, signed by the attorney before a witness.

84331 8.33 St 4031 D. H. FAULET, GOV. PRINTER.

RGX C761079

LODGED BY



I, _____ mortgagee under Mortgage No. _____
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Mortgage.

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

1 This form is not
appropriate in cases of
delegation by trustees

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

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

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



DOCUMENTS LODGED HERewith.

He is killed in by person looking for him.

Oct 14 5.17 PM '30

N. J. 127011

Shire
Municipality

Parish _____

10

Ans. to Covenant.

James A. Miller - Transferred

Particulars entered in Register Book, Vol. 2357 Fol. 64

the 15th day of May 1944
at minutes 11 o'clock in the forenoon.

May 10 - 1911

Registrar

	Initials	Date.
Sent to Survey Branch...		
Received from Records		
Draft written ...	<i>WJ</i>	<i>3/4/5</i>
Draft examined...	<i>WJ</i>	<i>2/2/5</i>
Diagram prepared	<i>WJ</i>	<i>2/3/5</i>
Diagram examined	<i>WJ</i>	<i>2/4/5</i>
Draft forwarded	<i>WJ</i>	<i>2/4/5</i>
Supt. of Entgrossers	<i>WJ</i>	
Cancellation Clerk	<i>WJ</i>	
Vol. 5142	For	220
Diagram Fees		
Additional Folds		

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

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

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

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

1



B 21 B 99 E

B 21 B 99 E

B 21 B 99 E

C823403

Fees:—
Lodgment ... £ 12/6
Endorsement ...
Certificate ... 1/0/0

£ 1 12/6

29/9/34

These must not be disclosed to the public.

A line estate, strike out "in fee simple", and interline the required alteration.

- 1. If the land is to be transferred, state whether the transferee is a company or a body corporate.
- 2. If all the references cannot be conveniently inserted, a form of annexure (obtainable at LTO) may be added. Any annexure must be signed by the parties and their signatures witnessed.
- 3. If part only of the land comprised in a Certificate of Title is to be transferred, add "and being the part of the land shown in the plan annexed hereto" and the number of the land in certificate for general reference. Vol. No. of the plan. When the consent of the local council is required to a subdivision, the certificate and plan mentioned in the L.T.O. Act, 1919, should accompany the transfer.
- 4. Before any conveyance, the Certificate should comply with Section 55 of the Conveyancing Act, 1919. It must also be set forth any right of way or easement or exception.
- 5. Any provision in addition to or modification of the covenants implied by the Act must also be inserted. If the space provided is insufficient a form of annexure should be used.
- 6. A very short note will suffice.

I, MR. HENRY ERNEST ODELL GEE of Coogee in the State of New South Wales Gentleman and MARGARET ELLEN MARGARON GEE of Coogee aforesaid Spinster (herein called transferors) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of FIFTY POUNDS (50.0.0) (the receipt whereof is hereby acknowledged) paid to us by MR. MICHAEL HUNTER of Mosman, who is a gentleman, (herein called transferee) do hereby transfer to the said transferee

ALL such or Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
NEW SOUTH WALES	HUNTERS HILL	PART	2359	64	Lot 15 on Deposited Plan No. 7130

And the transferor covenants with the transferee doth hereby for himself his heirs executors administrators and assigns or other the registered proprietors for the time being of the land hereinafter described covenant with the transferee their executors administrators and assigns that the external walls of any main building which shall be erected by the said transferee his executors administrators or assigns upon the land hereby transferred shall be constructed of brick and/or stone and such main building shall be roofed with slates or tiles and the minimum cost of such building shall be three hundred pounds (£300) AND for the purpose of Section 88 of the Conveyancing Act 1919-1929

- (a) the land to which the benefit of the covenant is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 7130.
- (b) The land which is to be subject to the burden of such covenant is the land hereby transferred.
- (c) The aforesaid covenant may be released modified or varied by the registered proprietors for the time being of the land to which the said covenant is appurtenant.

ENCUMBRANCES &c. REFERRED TO.

N I L. the 30th day of July 1934

Signed at Sydney

Signed in my presence by the transferors

WHO IS PERSONALLY KNOWN TO ME

Michael Hunter

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Henry Ernest Odell Gee

Margaret Ellen Margaron Gee

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Michael Hunter

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Henry Ernest Odell Gee

Margaret Ellen Margaron Gee

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Michael Hunter

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Henry Ernest Odell Gee

Margaret Ellen Margaron Gee

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Michael Hunter

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Henry Ernest Odell Gee

Margaret Ellen Margaron Gee

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Michael Hunter

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

No. **C823403**

LODGED BY- **68 K13 51427, SY. 11/11/11**

CONSENT OF MORTGAGEE.

I, **11/07/11**, mortgagee under Mortgage No. **11/07/11**, do hereby release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at **this** **19** day of **11** 19**11**.
Signed in my presence by **11/07/11** who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. **11/07/11** Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at **this** **19** day of **11** 19**11**.
Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at **this** **19** day of **11**, one thousand nine hundred and thirty **11** and declared that he personally knew **the person** signing the same, and whose signature thereto he has attested; and that the name purporting to be such is **own handwriting**, and that he was of sound mind and freely and voluntarily signed the same.

11/07/11
28 SEP 1933

MEMORANDUM OF TRANSFER of

Acres **0.15** rods **720** perches.
Lot 15 D.P. 720 7130
Nancarrow Ave.
Ryde
Municipality **Ryde**
Parish **County (Sub. to Government)**
Noel Steinthal Transferee.

Particulars entered in Register Book, Vol. 2359 Fol. 64

the **26th** day of **September** 19**33**.
at **3** minutes **3** o'clock in the afternoon

Registrar-General

DOCUMENTS LODGED HEREWITH.

To be filed in by person lodging dealing.

Nature.	No.	Reg'd Prop., M'g'or, etc.

PROGRESS RECORD.

	Initial	Date
Sent to Survey Branch...	11/07/11	27/9/33
Received from Records...	11/07/11	29/9/33
Draft written ...	11/07/11	29/9/33
Draft examined...	11/07/11	29/9/33
Diagram prepared...	11/07/11	29/9/33
Diagram examined...	11/07/11	29/9/33
Draft forwarded...	11/07/11	29/9/33
Supt. of Engravers...	11/07/11	29/9/33
Cancellation Clerk...	11/07/11	29/9/33
Vol. 5084 Fol. 207		
Diagram Fees ...		
Additional Folios ...		

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

If resident in the United Kingdom, the instrument must be signed or acknowledged before a Notary Public.

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

The fees are:— Lodgment fee 12/6 (includes eng'g. of first certificate), and 1/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued, unless the consideration is over 25,000, in which case the Certificate fee will be 2/6. Additional fees, however, may be necessary in cases involving more than a single diagram or more than one folio of engrossing.

Tenants in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



REC'D 18 OCT 1927. 1.35



B575450E

must not be disclosed (under)

I,

MICHAEL NANCARROW of Ryde Fruit Merchant

18/10/27

B 575450

(herein called transferror)

estate, strike out "in fee simple," and interline the red alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of Seventy five Pounds

(£ 75.—) (the receipt whereof is hereby acknowledged) paid to me by

WILLIAM RAYWARD GREENE of Ryde Builder

(herein called transferee)

do hereby transfer to the said transferee

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

(a) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Hunters Hill	Part being Lot 16 as shown on Deposited Plan Number 7130	2359	64.

two or more, state her as joint tenants or in common.

1 the references cannot conveniently inserted, a of annexure (obtainable "T.C.") may be added. annexure must be signed he parties and their sig- res witnessed. te references will suffice if whole land in the grant or ificate be transferred. art only add "and being sec. D. 1" or ing the land shown plan annexed hereto, "ing the receipt of the i in certificate for want) stered Vol. Fol. ore the consent of the l council is required to idvision the certificate plan mentioned in L.G. Act, 1919, should mpany the transfer.

ke out if unnecessary. enants should comply Section 89 of the veyancing Act, 1919. also should be set forth right-of-way or easement ception.

provision in addition to odification of the ants implied by the may also be inserted.

very short note will suffice.

executed within the State s instrument should be ed or acknowledged before Registrar-General, or puty Registrar-General, or otary Public, a J.P., or mmissioner for Affidavits, whom the Transferror is own, otherwise the attest- witness must appear ore one of the above func- naries to make a declara- n in the annexed form. to instruments executed ewhere, see page 2.

peat attestation if cessary.

the Transferror or Trans- ree signs by a mark, the estation must state "that s instrument was read over d explained to him, and at he appeared fully to derstand the same."

~~And the transferee covenants with the transferror~~

- And the Transferee doth hereby for himself his heirs executors administrat- ers and assigns or other the registered proprietors for the time being of the land hereinbefore described Covenant with the said Transferror his exe- cutors administrators and assigns That the external walls of any main build- ing which shall be erected by the said Transferee his executors administrat- ors or assigns upon the land hereby transferred shall be constructed of stone or brick and stone and such main building shall be roofed with slates or tiles and the minimum cost of such building shall be Three Hundred Pounds
- (a) The land to which the benefit of the covenant is intended to be appurtenant is the whole of the land comprised in Deposited Plan Number 7130.
- (b) The land which is to be subject to the burden of such covenant is the land hereby transferred.
- (c) The aforesaid covenant may be released modified or varied by the registered proprietors for the time being of the land to which the said covenant is appurtenant.

ENCUMBRANCES, &c., REFERRED TO:

Nil.

Signed at Ryde the 8th day of October 1927.
Signed in my presence by the transferror

M. Nancarrow
Transferror *

WHO IS PERSONALLY KNOWN TO ME

*Signed

W. Houston
Clk to Minister Simpson & Co
Solicitors Sydney

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Charles Nancarrow

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

W. R. Greene
Transferee.

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

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

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

CONSENT OF MORTGAGEE.

I, *226*, mortgagee under Mortgage No. *226*,
release and discharge the land comprised in the within transfer from such mortgage and all claims
thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised
in such mortgage.

Dated at this day of 192 } Mortgages.
Signed in my presence by
who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power
of Attorney registered No. *226* Miscellaneous Register under the authority of which he has
just executed the within transfer.²

Signed at the day of 192
Signed at the place and on the date above-
mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.³

Appeared before me at *226*, the day of *226*, one thousand nine
hundred and *226*
and declared that he personally knew the person
signing the same and whose signature thereto he has attested; and that the name purporting to be such
signature of the said *226* is own handwriting, and
that he was of sound mind and freely and voluntarily signed the same.

¹ This form is not appropriate in a delegation under Trustees Delegation Powers Act, 1917 the Execution of (War Facilities) 1917.

² Strike out unnecessary words. Add any matter necessary show that the power is effective.

³ May be made by either Registrar General, Deputy Registrar-General, Notary Public, Commissioner for Affidavits. Not required if instrument itself made or acknowledged before one of the parties.

MEMORANDUM OF TRANSFER of

Acres *3.32* rods *332* perches
Lot 16 RP 7130
(Subject to Covenant)
Shire *Ryde*
Municipality
Parish *Waterfall* County

William Raymond Greene Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol. *2359* Fol. *64*

the *31st* day of *October* 192 *7*,
at *minutes 3* o'clock in the *afternoon*.

W. R. Greene

Registrar General.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch	<i>W. R. Greene</i>	<i>20/10</i>
Received from Records	<i>W. R. Greene</i>	<i>20</i>
Draft written	<i>W. R. Greene</i>	<i>21/10</i>
Draft examined	<i>W. R. Greene</i>	<i>21/10/27</i>
Diagram prepared	<i>W. R. Greene</i>	<i>27/10/27</i>
Diagram examined	<i>W. R. Greene</i>	<i>27/10/27</i>
Draft forwarded	<i>W. R. Greene</i>	<i>27/10/27</i>
Supt. of Engravers	<i>W. R. Greene</i>	<i>27/10/27</i>
Cancellation Clerk	<i>W. R. Greene</i>	<i>27/10/27</i>
VOL. <i>403</i> FOL. <i>79</i>		
Diagram Fees		
Additional Folios		

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

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

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

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

Tenants in common must receive separate Certificates.

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

Form: OITO
Release: 2-1

**TRANSFER GRANT
EASEMENT ETC
OVER OWN LAND**

New South Wales

Section 46A Real Property Act 1900



AJ713954J

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

Extra fee raised.

(A) **TORRENS TITLE**

Servient Tenement	Dominant Tenement
2/1205357	1/1205357

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	Holdmark Property Group Suite 2, 2 Giffnock Avenue Macquarie Park NSW 2113 Tel: 9889 5540 Reference: Sue Tan	TO

(C) **REGISTERED PROPRIETOR**

of both the dominant and the servient tenements referred to at (A)
Bayone Projects Pty Ltd A.C.N. 113 337 518

(D) **DESCRIPTION**

of the easement *and easement for construction purposes*
Easement for maintenance and repair as set out in Annexures 'A' and 'B' hereto

(E) **MORTGAGE / CHARGE / COVENANT CHARGE (if any)**

affecting the servient / dominant tenement referred to at (A)			
Number	Torrens Title	Type of Instrument	Mortgagee / chargee / covenant chargee
AI307447	1/1205357 2/1205357	Mortgage	Westpac Banking Corporation

The abovementioned registered proprietor of both the dominant and the servient tenements referred to above hereby grants out of the servient tenement and appurtenant to the dominant tenement in the terms specified above at (D).

(G) **DATE**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Bayone Projects Pty Ltd

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

Sarkis Nassif

Sole Director/Secretary

I certify that I am an eligible witness and that the person signing opposite signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the person named below who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Rossini

Signature of attorney:

Name of witness:

NARDA ROSSINI

Attorney's name:

Address of witness:

Level 3, 275 Kent St
Sydney NSW 2000

Signing on behalf of:

Power of attorney-Book:

-No.:

GRAHAM SMITH

Westpac Banking Corporation

4299
732

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS