

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Infinity Property Agent Email: robin@infinityproperty.com.au	Phone: 9249 9130
co-agent		
vendor	Andrew Chee-Lun So	
vendor's solicitor	Apex Lawyers Pty Ltd 1901/109 Pitt Street, Sydney NSW 2000 Email: cindy.lu@apexlawyers.com.au	Phone: 02 8599 6999 Fax: 02 8599 6998 Ref: CL:230702
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	Unit 603, 2 Saunders Close, Macquarie Park NSW 2113 Lot 63 in Strata Plan 89124 Folio Identifier 63/SP89124	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

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: 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: Signature of authorised person Signature of authorised person Name of authorised person Name of authorised person Office held Office held	

Choices

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

☒ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):
Manual transaction (clause 30)

PEXA

☒ 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*
(GST residential withholding payment)

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	Other <input type="checkbox"/> 60

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

Bright and Duggan

PO Box 281 Crows Nest NSW 1585

Tel: 9902 7100 Email: customercare@bright-duggan.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 – <ul style="list-style-type: none"> • 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 – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> 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.

ADDITIONAL CONDITIONS
 Supplementary to the Contract for Sale and
 Purchase of Land – 2022 Edition

33. Interpretation

In these Additional Conditions, unless the context otherwise requires:

- 33.1 “Completion Date” means the date for completion as noted on the front page of this Contract;
- 33.2 The Additional Conditions must be read subject to any rights granted to the Vendor or Purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded;
- 33.3 Should there be any conflict or inconsistency between these Additional Conditions and the clauses 1 to 32 (inclusive) of this Contract, these Additional Clauses shall prevail to the extent of that conflict or inconsistency;
- 33.4 All headings are for the convenience of reference only and neither form part of the substance of this Contract nor affect the interpretation of any of its provisions, whether express or implied;
- 33.5 The singular includes the plural and conversely. Words importing one gender include all other genders and the word “*person*” or “*party*” includes corporations or any other legal entity;
- 33.6 A reference to a “person” or “party” includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- 33.7 The words “includes” or “including” or other similar expressions in any form or context are not to be taken as a limitation;
- 33.8 A party that is a trustee is bound by this Contract both in that capacity and personally;
- 33.9 An agreement, covenant, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- 33.10 An agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- 33.11 If any provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.
- 33.12 No provision of this Contract will be interpreted against a party on the basis that all or part of the provision was drafted by or on behalf of the party;

- 33.13 This Contract is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there; and
- 33.14 The provisions of this Contract having application after completion continue to apply despite completion.

34. Amendments to printed clauses

Clauses 1 to 32 (inclusive) of this Contract are amended as follows:

- a) in clause 6.1, substitute for the words contained in the second set of brackets: “(if such error or misdescription substantially and adversely affects the property, the title or anything else)”;
- b) in clause 7.1, replace the words “that are not” with the word “including”;
- c) in clause 7.1.1, delete “5% of the price” and substitute in its place “\$1”;
- d) in clause 7.2.1, substitute the figure “10%” for the figure “1%”;
- e) in clause 7.2.6, add to the end of the clause the words “and the amount held and all net interest must be paid to the Vendor forthwith”;
- f) in clause 8, insert the words “or a claim (including a claim for compensation)” immediately after the word “requisition”;
- g) in clause 8.1.1, delete the words “, on reasonable grounds,”;
- h) in clause 8.1.2, delete the words “and those grounds”;
- i) delete clause 8.2.2;
- j) in clause 10, delete “or” at the end of subclause 10.1.8 and add “or” to the end of subclause 10.1.9 and add:
“10.1.10 any claim, grant, notice, order or declaration relating to native title, land rights or heritage protection under legislation, the common law or otherwise.”
- k) in clause 10.1, insert the words “or objection or delay completion” immediately after the word “or requisition”;
- l) in clause 10.1.8, replace the word “substance” with the word “existence”;
- m) in clause 10.2, insert the words “make a claim, objection, requisition, delay completion” before the word “rescind”;
- n) delete clauses 12.1 and 12.2;
- o) in clause 14.2, delete “; and” at the end of clause 14.2.1 and delete clause 14.2.2;
- p) clause 14.4.2 is amended to read as follows:
“by adjusting the amount paid or payable by the vendor in respect of the property”,
and the 3 bullet point paragraphs are deleted;
- q) in clause 19, insert clause 19.3 as follows:
“19.3 Despite any provision of this Contract, the only remedy available to the Purchaser for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2022 (as amended) shall be the remedy prescribed by the Regulation.”
- r) from clause 23.5, replace the words “under clause 14.1” with “in a manner substantially the same as that provided under clause 14.1”;
- s) in clause 23.5.2, delete the words “but is disclosed in this contract”;
- t) delete clauses 23.6.1, 23.7, 23.9, 23.13, 23.14 and 23.17;
- u) in clause 24.4.3, replace the wording of the first bullet point entirely with “on completion, a proper notice of the transfer (an attornment notice) addressed to the tenant”;
- v) delete clauses 29;
- w) in clause 30.7, delete “, but the vendor must pay the purchaser’s additional expenses, including any agency or mortgage fee”;
- x) in clause 31.2, replace the words “5 business days” with “2 days”; and

- y) in clause 31.5, insert “, and the purchaser must not withhold any part of the price on account of any *FRCGW remittance* and must cancel or withdraw any purchaser payment notification if submitted under clause 31.3” immediately before the full stop.

35. Section 184/Section 26 Certificate

This clause applies only if the Property (or any part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in any of the aforementioned Scheme).

- 35.1 The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 184 Certificate under the *Strata Schemes Management Act 2015* (NSW) or for the Section 171 Certificate under the *Community Land Management Act 2021* (NSW). The Purchaser shall not be entitled to delay completion or make any claim, requisition or objection arising from the Purchaser's failure to apply for the said Certificate.
- 35.2 The Vendor hereby authorises the Purchaser to apply for the Section 184 Certificate under the *Strata Schemes Management Act 2015* (NSW) or for the Section 171 Certificate under the *Community Land Management Act 2021* (NSW) in relation to the Lot.
- 35.3 The Purchaser shall provide a copy of the said Certificate to the Vendor at least five (5) business days prior to the Completion Date.
- 35.4 Should the Purchaser fail to comply with Additional Condition 35.3, the Vendor shall be entitled to charge liquidated damages.

36. Notice to Complete

36.1 Issue of notice

- a) If completion does not occur on or before the Completion Date, at any time thereafter either party (not then being in default under this Contract) may serve on the other a Notice to Complete requiring completion of this Contract by 4.30pm on a specified business day being not less than ten (10) business days (“**Notice Period**”) after the date of service of the Notice to Complete.
- b) The parties agree that:
- i. the Notice Period is sufficient and reasonable in all circumstances for the purpose of serving a Notice to Complete; and
 - ii. time will be essential for compliance with any Notice to Complete.

36.2 Notice period

- a) the Notice Period commences at 4.30pm on the day on which the Notice to Complete is served, provided that it is served by 5.00pm on that day.
- b) a party who has served a Notice to Complete may at any time before the expiry of the Notice Period, give to the other written notice either withdrawing the Notice to

Complete or extending the Notice Period, in either case without any limitation as to frequency.

36.3 **Costs**

Where the Vendor issues a Notice to Complete, the Purchaser must in addition to any other money payable under this Contract pay the Vendor's solicitor a GST inclusive fee of \$440.00 on completion as agreed reasonable costs arising from the issue of the Notice to Complete.

37. **Interest**

37.1 **Payment of interest**

If completion does not occur on or before the Completion Date, the Purchaser shall pay as agreed liquidated damages to the Vendor on completion interest calculated:

- a) daily at the rate of 10% per annum; and
- b) on the unpaid balance of the Price,

in respect of the period ("**Interest Period**") commencing on the day following the Completion Date and ending on the day on which completion actually takes place.

Despite Clause 14, adjustments are to be made as at the earliest of the Completion Date, the date possession is given to the Purchaser and the date of actual completion.

37.2 **Essential term**

Payment of interest in accordance with Additional Condition 37.1 is an essential term of this Contract. Until and unless the interest payable under Additional Condition 37.1 (in addition to the balance of the Price and any other amount payable by the Purchaser to the Vendor under this Contract) is or will be paid by the Purchaser to the Vendor on completion, the Purchaser cannot require the Vendor to complete this Contract.

37.3 **Genuine estimate of loss**

The Purchaser acknowledges and agrees that the interest payable under Additional Condition 37.1 is a genuine pre-estimate of the loss suffered by the Vendor due to the Purchaser's failure to complete on or before the Completion Date.

37.4 **Delay by Vendor**

Additional Condition 37.1 does not apply in respect of any part of the Interest Period during which completion has been delayed solely due to the fault of the Vendor. The Vendor shall not be liable to the Purchaser for any damage or loss suffered by the Purchaser due to the Vendor's failure to complete.

37.5 **Land Tax**

The parties agree that if completion of this Contract takes place on a date after the end of the land tax year in which the Completion Date falls (Completion Date Year), the Purchaser shall pay to the Vendor, by settlement adjustments in favour of the Vendor on completion, the land tax for which the Vendor or the current registered proprietor of the property is liable for as the consequence of the Vendor or the current registered proprietor of the property remains the registered proprietor of the property on the 31 December of the Completion Date Year.

38. Rescission and Termination

Without in any manner negating or limiting or restricting any rights or remedies which would have been available at law or in equity had this Special Condition not been included, if prior to completion:

- (a) the Purchaser or the Guarantor (or any of them, if there be more than one) dies or becomes mentally ill, disordered, incapable or protected in accordance with the relevant criteria set out in the Mental Health Act 1990 or the Protected Estates Act 1983, the Vendor may rescind this Contract by written notice to the Purchaser's solicitor or conveyancer and the provisions of Clause 19 shall apply; or
- (b) the following occurs:
 - (i) the Purchaser or the Guarantor (or any of them, if there be more than one) resolves to enter into liquidation or provisional liquidation;
 - (ii) a petition for the winding-up of the Purchaser or the Guarantor (or any of them, if there be more than one) is presented and not withdrawn within 20 days after presentation;
 - (iii) a summons is presented for the winding-up of the Purchaser or the Guarantor (or any of them, if there be more than one);
 - (iv) the Purchaser or the Guarantor (or any of them, if there be more than one) enters into any scheme or arrangement with its creditors;
 - (v) any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator is appointed in respect of the Purchaser or the Guarantor (or any of them, if there be more than one) or in respect of any asset of the Purchaser or the Guarantor (or any of them, if there be more than one); or
 - (vi) an application for bankruptcy is made against the Purchaser or the Guarantor (or any of them, if there be more than one), or
- (c) the Purchaser entered into this Contract in its capacity as the trustee of a trust, and then ceases to be the trustee of that trust,

then the Vendor may terminate this Contract by notice in writing to the Purchaser at any time whereupon Clause 9 shall apply.

39. Acknowledgements by Purchaser

- 39.1 This Additional Condition 39 does not restrict or remove the rights of the Purchaser under any condition or warranty implied into this Contract by any law, if to do so would contravene that law or make any part of this Additional Condition void.
- 39.2 The Purchaser acknowledges and agrees that in entering into this Contract:

- a) he has relied exclusively on his, or his representative's investigation and inspection of the Property (including, without limitation, the use to which it may be put and any restrictions applicable to that use) except to the extent of the disclosures, warranties, and representations by the Vendor expressly provided in this Contract and its annexures;
- b) he accepts the Property in its present state of repair and condition with all faults and defects, whether latent or patent, including any infestation, environmental hazard, contamination or dilapidation and any non-compliance with any laws (including any strata by-laws);
- c) neither the Vendor nor any person on behalf of the Vendor has made any representation, warranty or guarantee in respect of any quality, fitness or compliance (or non-compliance) in respect of the Property (or any part thereof);
- d) the Vendor has not authorised any person to make any representation, warranty or guarantee in respect of any quality, fitness or compliance (or non-compliance) in respect of the Property (or any part thereof); and
- e) any representation, warranty or guarantee of the Vendor or any person on behalf of the Vendor is hereby excluded to the maximum extent permitted by law.

39.3 In consideration of the Vendor agreeing to accept the Price and enter into the Contract with the Purchaser, the Purchaser hereby releases (to the maximum extent permitted by law) the Vendor from and against all claims, liabilities, costs, expenses, actions, losses, suits, charges, demands, causes of action or proceeding of any kind in respect of the present state and condition of the Property. The Purchaser shall not require the Vendor to undertake any works or to expend any money in respect of the Property having regards to its present state and condition (subject to fair wear and tear).

39.4 No objection, requisition or claim shall be made in respect of, nor shall the Purchaser be entitled to rescind, terminate or delay completion of this Contract by reason of any of the matters relating to the Property referred to in this Additional Condition 39.

39.5 This Additional Condition 39 does not merge upon completion of this Contract and shall survive any rescission or termination of the Contract.

40. Inclusions and keys

40.1 The Vendor has not made and does not make any representation or warranty as to the state of repair, serviceability, decay, safety or operation of the Inclusions and of any appliance, element, motor, system, chattel or fixture in the Property and the Purchaser shall accept the same on completion in the same condition as at the date of this Contract. The Vendor need not give formal delivery of the Inclusions or provide any instructions, warranties or manuals for any such appliances, systems or services; nor is the Vendor responsible for any loss, damage, breakdown, malfunction or fair wear and tear occurring to any item referred to in this Additional Condition after the date of this Contract.

- 40.2 The Vendor will make available for collection from the Vendor's Agent or Solicitor upon completion such keys, cards, controls and codes that are in its possession to access or secure the improvements located on the Property, but does not warrant the same (or more than one) are available for all relevant locks, alarms or access points.

41. Cancelled or rescheduled settlement

- 41.1 If completion of this Contract is called off, postponed or unsuccessful not solely due to the fault of the Vendor, the Purchaser will pay the Vendor's additional legal costs at \$385.00 (including GST) for re-drafting the settlement figures and rescheduling settlement and it is agreed that such amount is fair and reasonable estimate of the additional costs and expenses that the Vendor will incur. The Purchaser shall pay to the Vendor the aforesaid costs on completion.

42. Purchaser's Warranties

- 42.1 The Purchaser warrants to the Vendor that:
- a) The Purchaser has not been introduced to the Property or the Vendor by or through any agent other than the one (if any) named on the front page of this Contract; and
 - b) The Purchaser does not need to obtain credit as a condition of completing this Contract or, if so, he has before the date of this Contract obtained approval for sufficient credit to finance the purchase of the Property. The Purchaser acknowledges that as a consequence of the disclosure in this clause, the Purchaser is not entitled to terminate this Contract, whether pursuant to Section 124 of the Consumer Credit Code or otherwise.
- 42.2 The Purchaser acknowledges and agrees that as a consequence of the disclosure and warranty given under Additional Condition 42.1(b), the Purchaser is not entitled to terminate this Contract, whether pursuant to Section 124 of the Consumer Credit Code or otherwise.
- 42.3 The Purchaser indemnifies and keep indemnified the Vendor for and against any and all claims, loss, costs, damages, actions and liabilities incurred or may be incurred by the Vendor arising from a breach of any warranty given by the Purchaser under this Additional Condition 42.
- 42.4 The provisions of this Additional Condition 42 shall not merge on completion.

43. Deposit Provisions

- 43.1 **Deposit**
- a) Notwithstanding the amount shown for the "Deposit" on the front page of this Contract is less than 10% of the Price, the parties agree that the deposit to be paid by the purchaser as consideration for the Vendor entering into this Contract is 10% of the Price.

- b) Despite Additional Condition 43.1(a), if the Vendor accepts on the date of this Contract an amount that is less than the 10% Deposit as part payment thereof then the balance of the 10% Deposit must be paid as an essential condition of this Contract on the Completion Date or on the date that the Vendor otherwise becomes entitled to keep or recover the Deposit.
- c) Despite clause 2.9 of this Contract, all interest on so much of the Deposit as is paid pursuant to Additional Condition 43.1(b) and is invested shall be paid to the Vendor on completion or on the date the vendor otherwise becomes entitled to keep or recover the Deposit.
- d) If circumstances arise which entitle the Vendor to keep or recover the Deposit:
 - i. The Purchaser must immediately pay to the Vendor the unpaid balance of the Deposit; and
 - ii. If the Purchaser fails to do so within seven (7) days from the Vendor demanding such payment, the Vendor is entitled to recover from the Purchaser the unpaid balance of the Deposit as a liquidated debt and may exercise such other rights as are available to the Vendor whether at law or in equity.
- e) The Purchaser expressly acknowledges that, notwithstanding any communications from any party and, in particular, from the Vendor's Agent (or any representative of the Vendor), the deposit payable pursuant to this Contract is equivalent to 10% of the Price to secure the Purchaser's obligations pursuant to this Contract.

43.2 If required by the Vendor, the Vendor is entitled to use the Deposit or any part thereof for any purpose as required by the Vendor. The Purchaser hereby irrevocably agrees that a written notice from the Vendor served to the depositholder is sufficient authority for the depositholder to release the Deposit or any part thereof to the Vendor and no further authority from the Purchaser is required.

44. Requisitions

The purchaser is only entitled to serve requisitions on title in the form annexed to this Contract and the Vendor is not obliged to reply to any requisitions on title unless made in that same form and within 5 business days after the contract date.

45. Goods and Services Tax (GST)

45.1 Definitions

In this clause:

"GST" refers to goods and services tax under a *New Tax System (Goods and Services) Act 1999* ("**GST Act**") and the terms used have the meanings as defined in the GST Act.

45.2 GST exclusive price

Notwithstanding other provisions in this Contract, the parties acknowledge that the Price is exclusive of GST. The Vendor is, and has been, occupying the property as a residence and it is residential premises under the GST Act.

- a) The Purchaser agrees, on and after completion of this sale, to use the property predominately for residential accommodation.
- b) In the event of the Vendor being liable for GST, because of the purchaser's failure to comply with Additional Condition 45.2(a), the Purchaser agrees to pay to the Vendor, within 14 days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest.
- c) The Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in form which complies with the GST Act and the regulations.

46. Error in adjustments

- 46.1 If, on completion of this Contract, there is any adjustment required to be made under this Contract that has been overlooked or otherwise has been calculated incorrectly, then either party shall be entitled to serve written notice on the other requesting the error to be rectified. The party liable to pay any outstanding amount shall pay such amount to the other party within 10 business days of such notice. This Additional Condition 46 does not merge on completion of the Contract.

47. Guarantor If Corporate Purchaser

- 47.1 If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the Purchaser must secure at least one natural person over the age of eighteen (18) years who is a director or a substantial shareholder of the Purchaser who will unconditionally guarantee the due performance of the Purchaser's obligation under this Contract, and the due and punctual payment by the Purchaser of the Price and all other moneys payable by the Purchaser to the Vendor under or in connection with this Contract. The Guarantee shall be in the form contained in Additional Condition 47.2.

47.2 Personal Guarantee and Indemnity

- a) The Vendor at the request of the Guarantor(s) (whose name(s) and address(es) and description(s) are set out in the Schedule at the end of these Additional Conditions) has/have agreed to sell the Property to the Purchaser and the Purchaser and the Purchaser has agreed to purchase from the Vendor the Property. The Guarantor(s) HEREBY GUARANTEE(S) the payment by the Purchaser to the Vendor of all moneys including damages to be paid by the Purchaser pursuant to this Contract at the times and in the manner therein provided and the observance and performance by the Purchaser of the terms and conditions therein contained or implied and on the part of the Purchaser to be observed and performed.
- b) As a separate and severable covenant the Guarantor(s) agree(s) to indemnify the Vendor and keep it indemnified from and against any and all losses, claims, actions, costs, damages, charges, expenses and liabilities whatsoever that the Vendor may suffer or incur by reason of the failure or default of the Purchaser to pay all moneys to be paid by it pursuant to the said Contract at the times and in terms, conditions and

covenants therein contained or implied and on the part of the Purchaser to be observed and performed.

- c) The Guarantor(s) declares that this guarantee, the indemnity and the covenant hereby given shall be a continuing guarantee indemnity and covenant and that our liability thereunder shall not be affected or discharged by any indulgence or extension of time granted by the Vendor to the said Purchaser or of any variation of the terms and conditions of this Contract.
- d) The Guarantors declare that this guarantee, the indemnity and the covenant hereby given shall be joint and several.

48. Exchange of Contracts by email

- 48.1 The parties agree that exchange of the counterparts of this Contract may take place by exchange of:
 - a) a photocopied counterpart of this Contract signed by the Vendor (**Vendor's Photocopy Contract**); and
 - b) a photocopied counterpart of this Contract signed by the Purchaser (**Purchaser's Photocopy Contract**).
- 48.2 The parties agree that a legally binding Contract will come into existence on the terms of this Contract on the date of exchange of the Vendor's Photocopy Contract and the Purchaser's Photocopy Contract (**Exchange Date**).
- 48.3 The parties agree that the Vendor's Photocopy Contract and the Purchaser's Photocopy Contract can be exchanged via any means, including without limitation by:
 - a) with the Purchaser's Photocopy Contract being swapped for the Vendor's Photocopy Contract;
 - b) the Purchaser's solicitor emailing the Vendor's solicitor the Purchaser's Photocopy Contract and the Vendor's solicitor emailing the Purchaser's solicitor the Vendor's Photocopy Contract; or
 - c) the Purchaser's solicitor faxing the Vendor's solicitor the Purchaser's Photocopy Contract and the Vendor's solicitor faxing the Purchaser's solicitor the Vendor's Photocopy Contract.
- 48.4 Neither party will raise any requisition, objection, claim for compensation or delay settlement, terminate or rescind this Contract in relation to exchange of the Vendor's Photocopy Contract and the Purchaser's Photocopy Contract in accordance with this Additional Condition 48.

49. Electronic Signature

- 49.1 The parties agree that exchange of this Contract may take place electronically by applying electronic signatures through an online platform such as DocuSign eSignature or such other platform reasonably required by the Vendor from time to time.

- 49.2 The parties intend that their electronic signatures so applied under Additional Condition 49.1 are legally binding and carry the same weight and legal effect as a pen-and-paper signature.
- 49.3 Specifically, the Purchaser consents to:
- a) receiving this Contract and other notices and documents related to the Contract electronically; and
 - b) entering into this Contract by signing its name on the Contract electronically through an online platform such as DocuSign eSignature or such other platform reasonably required by the Vendor from time to time.
- 49.4 Neither party shall raise any requisition, objection, claim for compensation or delay settlement, terminate or rescind this Contract in relation to exchange of the Contract in accordance with this Additional Condition 49.

50. Vendor not required to act

- (a) The Vendor is not required to:
 - (i) carry out any repair works, alterations or improvements to the property after the contract date;
 - (ii) amend the title to the property to remove expired or obsolete dealings;
 - (iii) rectify any failure to comply with a law applicable to the property or a requirement of any authority; or
 - (iv) bear the cost of doing any of the above matters.
- (b) The Purchaser cannot make any requisition or claim, delay completion or rescind or terminate this Contract because of or in connection with any matter, fact, or thing arising from, contained in or referred to in this Special Condition.

51. Attachments

- 51.1 The Vendor does not warrant the accuracy or completeness of any matters set out in the documents attached to this Contract.
- 51.2 By entering into this Contract, the Purchaser represents to and warrants with the Vendor that:
- a) it has conducted all independent investigations, inspections and inquiries of its own as it has deemed necessary or appropriate to verify or satisfy itself as to the documents attached to this Contract and any information contained therein; and
 - b) it has relied entirely on its own independent enquiries in relation to the documents attached to this Contract
- 51.3 The Purchaser cannot make any requisition or claim, delay completion or rescind or terminate this Contract because of or in connection with any documents attached to the Contract and/or any information contained therein being or becoming incomplete or inaccurate.

52. Breach of statutory warranty by Vendor

- 52.1 If the Purchaser discovers that the Vendor has breached any warranty implied by *Conveyancing (Sale of Land) Regulation 2022*, the Purchaser must, within 3 days of discovering that breach,

notify the Vendor in writing of that breach with reasonable details of the breach (**Notice of Breach**).

- 52.2 If the Purchaser properly serves a Notice of Breach pursuant to clause 52.4, then the Vendor may (but is not obliged to) serve a notice on the Purchaser (**Counter Notice**) at any time before completion:
- a. requesting the Purchaser to serve a notice on the Vendor waiving the breach irrevocably and unconditionally (**Waiver Notice**); and
 - b. indicating that the Vendor intends to rescind the Contract if the Waiver Notice is not served within 3 days of service of the Counter Notice (or such longer period as may be indicated by the Vendor in the Counter Notice).
- 52.3 The Vendor may elect to rescind this Contract if:
- a. the Vendor serves a Counter Notice; and
 - b. the Purchaser does not serve the Waiver Notice within 3 days of service of the Counter Notice (or such longer period as may be indicated by the Vendor in the Counter Notice).
- 52.4 The Vendor may not rescind this Contract if the Purchaser has served a Waiver Notice before the Vendor exercises its right to rescind under clause 52.6.
- 52.5 The Purchaser shall have no claim against the Vendor as a result of or in relation to any rescission of the Contract (except that prescribed under the *Conveyancing (Sale of Land) Regulation 2022*).

53. Sold by Auction

This special condition 53 apply if the property is sold by auction.

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

- (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) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce “vendor bid”.
- (3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator—
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock—The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price—
 - (a) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
 - (b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,
 unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

54. Residential tenancy agreement

- (a) This Special Condition applies if “subject to existing tenancy” is marked on the front page of the Contract and copy of a residential tenancy agreement or licence agreement in relation to the property or any part thereof (“Lease”) is annexed to the Contract.
- (b) The Purchaser acknowledges that it takes title to the property subject to the Lease and the details in the Lease and must not make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this Contract or seek to delay settlement in respect of or in connection with, or any matter or thing disclosed in, the Lease.
- (c) The Purchaser warrants that it has made its own independent enquiries and satisfied itself in relation to the covenants, provisions, terms and conditions of the Lease and any security, guarantee, bond, insurance or other requirements stipulated in the Lease. The Purchaser further acknowledges that the Vendor or any person on behalf of the Vendor has made no warranty or representation in respect of the Lease other than as expressed in this Contract and that any warranties or representations made or purported to be made by the Vendor or by any agent or

person acting on behalf of the Vendor in relation to the Lease, whether express or implied, are expressly excluded and negated, to an extent permitted by law.

- (d) The Purchaser warrants that as and from completion it will observe and perform all of the obligations of the Vendor required to be undertaken under the Lease. The Purchaser indemnifies the Vendor against any claim made against the Vendor by a tenant/lessee/licensee or any other party through the Lease for any failure on the part of the Purchaser or any successor in title observing or performing the obligations under the Lease after settlement:
- (e) Despite anything to the contrary contained in this Contract, the Vendor does not warrant, nor is it a term or condition of this Contract, that:
 - (i) the Lease is legally binding or enforceable;
 - (ii) the Lease will be in existence or apply at the time of settlement;
 - (iii) the tenant/lessee/licensee will be in possession of the premises the subject of the Lease at the time of settlement; or
 - (iv) the tenant/lessee/licensee will not be in breach of any of the covenants, provisions, terms or conditions of the Lease.
- (f) Despite anything to the contrary contained in this Contract, the Vendor:
 - (i) is under no obligation to take any action to enforce or require observance or performance of any of the covenants, provisions, terms or conditions of the Lease; and
 - (ii) may at any time prior to completion exercise any of its rights, powers or entitlements as landlord under the Lease or at law including terminating the Lease without notice to the Purchaser.
- (g) Despite anything to the contrary contained in this Contract, if the Vendor has not by settlement received payment of rent or outgoings for the current rent payment cycle within which the settlement date falls then an adjustment is to be made in favour of the Vendor for such outstanding debt owed and the Vendor hereby assigns its interest in such debt to the Purchaser.
- (h) The Purchaser shall not make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this Contract or seek to delay settlement in respect of or in connection with this Special Condition.

Schedule

Guarantor(s):

1. Full Name:

Address:

Occupation:

2. Full Name:

Address:

Occupation:

In witness hereof the said Guarantor(s) has/have hereunto set his/her/their hand(s) and seal
the day of _____ 20____ and _____

SIGNED, SEALED and DELIVERED)

by _____ and _____)

Signature of Guarantor(s)

as Guarantor in the presence of:)

)

Name of Witness

Signature of Witness

Name of Witness

Address of Witness

SIGNED, SEALED and DELIVERED)

by _____ and _____)

Signature of Guarantor(s)

as Guarantor in the presence of:)

)

Name of Witness

Signature of Witness

Name of Witness

Address of Witness



FOLIO: 63/SP89124

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
28/9/2023	10:21 PM	3	8/9/2018

LAND

LOT 63 IN STRATA PLAN 89124
AT MACQUARIE PARK
LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

ANDREW CHEE-LUN SO

(T AI402668)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP89124
2 SP89124 RESTRICTION(S) ON THE USE OF LAND
3 AI402669 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP89124

SEARCH DATE	TIME	EDITION NO	DATE
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28/9/2023	10:21 PM	5	5/7/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 89124
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MACQUARIE PARK
LOCAL GOVERNMENT AREA RYDE
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SP89124

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 89124

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- BRIGHT & DUGGAN
P O BOX 281
CROWS NEST NSW 1585

SECOND SCHEDULE (27 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS
RECORDED ON REGISTER FOLIO 1/270800
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN DP270800
- 4 SP89124 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT
STATEMENT FILED WITH SP89124
- 5 SP89124 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND
EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA
SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP89124
- 6 U566006 POSITIVE COVENANT
- 7 DP1163230 RESTRICTION(S) ON THE USE OF LAND
- 8 DP1163232 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 9 DP1163232 EASEMENT FOR SERVICES 16.105 METRE(S) WIDE AND
VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1190543 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2
METRE(S) WIDE (A) (LIMITED IN STRATUM) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1190543 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3
METRE(S) WIDE (B) (LIMITED IN STRATUM) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP270800 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP89124

PAGE 2

SECOND SCHEDULE (27 NOTIFICATIONS) (CONTINUED)

OF THE LAND ABOVE DESCRIBED (DOC.1)

13 DP270800 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)

14 DP270800 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)

15 DP270800 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)

16 DP270800 EASEMENT FOR FIRE STAIRS & PASSAGES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)

17 DP270800 EASEMENT FOR FIRE STAIRS & PASSAGES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)

18 DP270800 EASEMENT FOR CONSTRUCTION PURPOSES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)

19 DP270800 EASEMENT FOR CONSTRUCTION PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)

20 DP270800 EASEMENT FOR CAR PARK ACCESS VARIABLE WIDTH LIMITED IN STRATUM (X) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)

21 DP270800 RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM (Y) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)

22 DP270800 RIGHT TO USE LIFT VARIABLE WIDTH LIMITED IN STRATUM (Z) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)

23 DP270800 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT (DOC.1)

24 DP270800 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)

25 SP89124 RESTRICTION(S) ON THE USE OF LAND

26 AM503872 INITIAL PERIOD EXPIRED

27 AP374984 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 89124

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 70	2	- 68	3	- 67	4	- 98
5	- 99	6	- 70	7	- 94	8	- 63
9	- 81	10	- 61	11	- 47	12	- 60
13	- 65	14	- 66	15	- 63	16	- 47
17	- 64	18	- 62	19	- 64	20	- 66
21	- 84	22	- 65	23	- 82	24	- 62
25	- 48	26	- 61	27	- 66	28	- 66
29	- 69	30	- 49	31	- 64	32	- 63
33	- 65	34	- 67	35	- 77	36	- 66
37	- 84	38	- 63	39	- 49	40	- 61

END OF PAGE 2 - CONTINUED OVER

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FOLIO: CP/SP89124

PAGE 3

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

STRATA PLAN 89124

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
41	- 68	42	- 68	43	- 65	44	- 50
45	- 65	46	- 93	47	- 68	48	- 86
49	- 66	50	- 85	51	- 63	52	- 49
53	- 62	54	- 67	55	- 68	56	- 65
57	- 89	58	- 89	59	- 68	60	- 86
61	- 69	62	- 88	63	- 87	64	- 63
65	- 69	66	- 68	67	- 66	68	- 91
69	- 97	70	- 71	71	- 90	72	- 68
73	- 90	74	- 88	75	- 63	76	- 68
77	- 69	78	- 67	79	- 92	80	- 98
81	- 70	82	- 91	83	- 69	84	- 91
85	- 90	86	- 64	87	- 69	88	- 67
89	- 67	90	- 93	91	- 99	92	- 71
93	- 92	94	- 71	95	- 92	96	- 91
97	- 65	98	- 71	99	- 72	100	- 68
101	- 95	102	- 73	103	- 73	104	- 93
105	- 125	106	- 92	107	- 65	108	- 70
109	- 71	110	- 70	111	- 96	112	- 102
113	- 125	114	- 131	115	- 118	116	- 72
117	- 72	118	- 97	119	- 102	120	- 131
121	- 141	122	- 121	123	- 73	124	- 74
125	- 99	126	- 104	127	- 141	128	- 71
129	- 72						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

230702

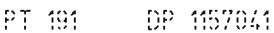
PRINTED ON 28/9/2023

* 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-BASEMENT LEVEL 3

THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND/OR DEPTH AS DEFINED IN DP 270800

- EASEMENT FOR SUPPORT & SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR FIRE STAIRS AND PASSAGES
- EASEMENT FOR CONSTRUCTION PURPOSES



ROAD

- HERRING**
- CS - DENOTES CAR SPACE
S - DENOTES STORAGE SPACE
- (X) - EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) (LIMITED IN STRUTUM)(VIDE DP 270800)
(Y) - RIGHT OF ACCESS VARIABLE WIDTH (Y) (LIMITED IN STRUTUM)(VIDE DP 270800)
(Z) - RIGHT TO USE LIFT VARIABLE WIDTH (Z) (LIMITED IN STRUTUM)(VIDE DP 270800)

REGISTERED

20.12.2013

SP89124

STRATA PLAN FORM 2 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

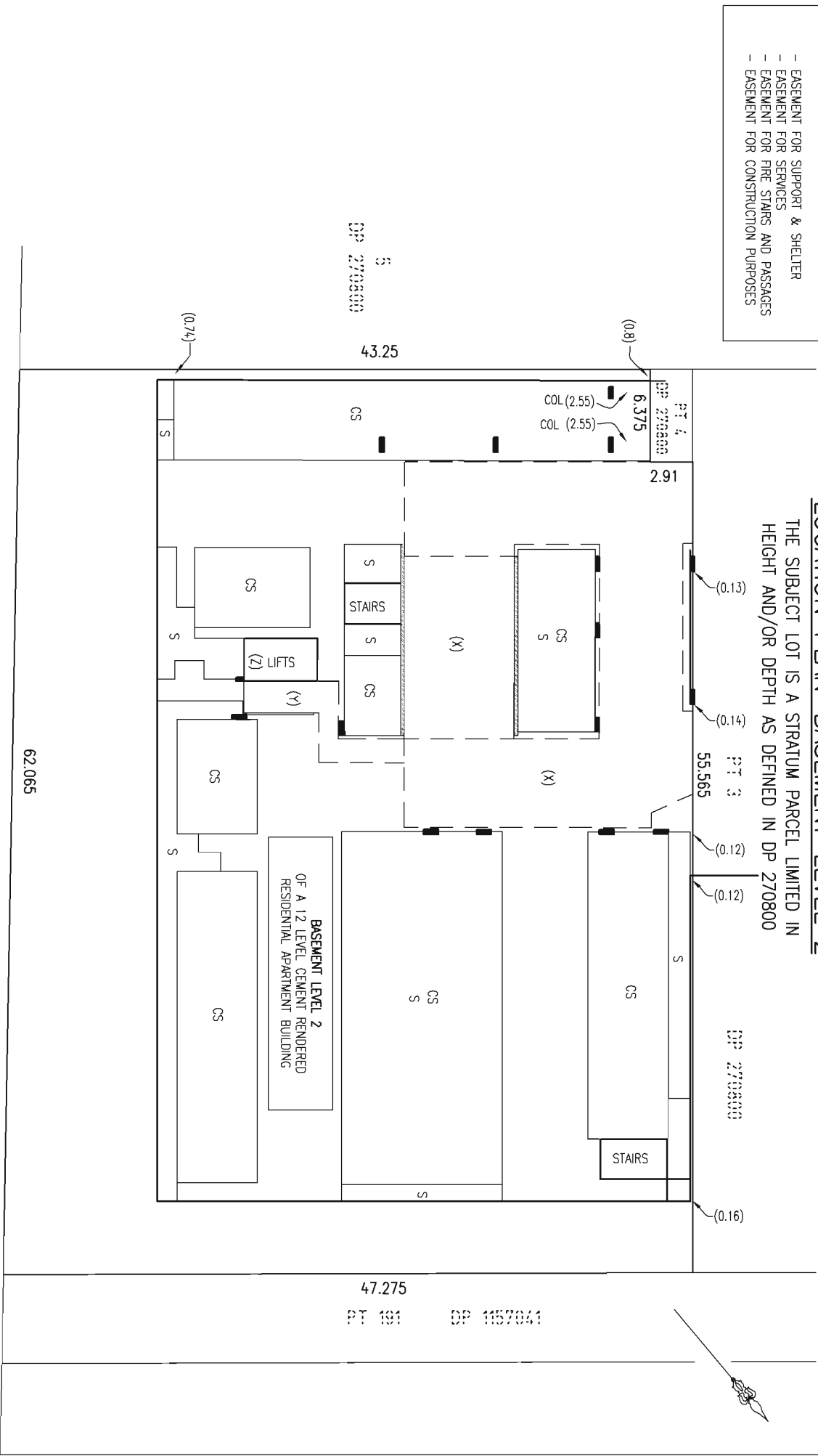
ePlan Sheet No. 2 of 23 Sheets

WHOLE OF LOT EASEMENTS WIDE DP 270800

- EASEMENT FOR SUPPORT & SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR FIRE STAIRS AND PASSAGES
- EASEMENT FOR CONSTRUCTION PURPOSES

LOCATION PLAN-BASEMENT LEVEL 2

THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND/OR DEPTH AS DEFINED IN DP 270800



HERRING

ROAD

- CS - DENOTES CAR SPACE
- S - DENOTES STORAGE SPACE
- (X) - EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) (LIMITED IN STRATUM)(WIDE DP 270800)
- (Y) - RIGHT OF ACCESS VARIABLE WIDTH (Y) (LIMITED IN STRATUM)(WIDE DP 270800)
- (Z) - RIGHT TO USE LIFT VARIABLE WIDTH (Z) (LIMITED IN STRATUM)(WIDE DP 270800)

Surveyor: KARL ROBERTSON
Surveyor's Ref: 110914 SP BLDG A
Subdivision No: 215/2013
Lengths are in metres. Reduction Ratio 1:250



REGISTERED
20.12.2013

SP89124

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

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

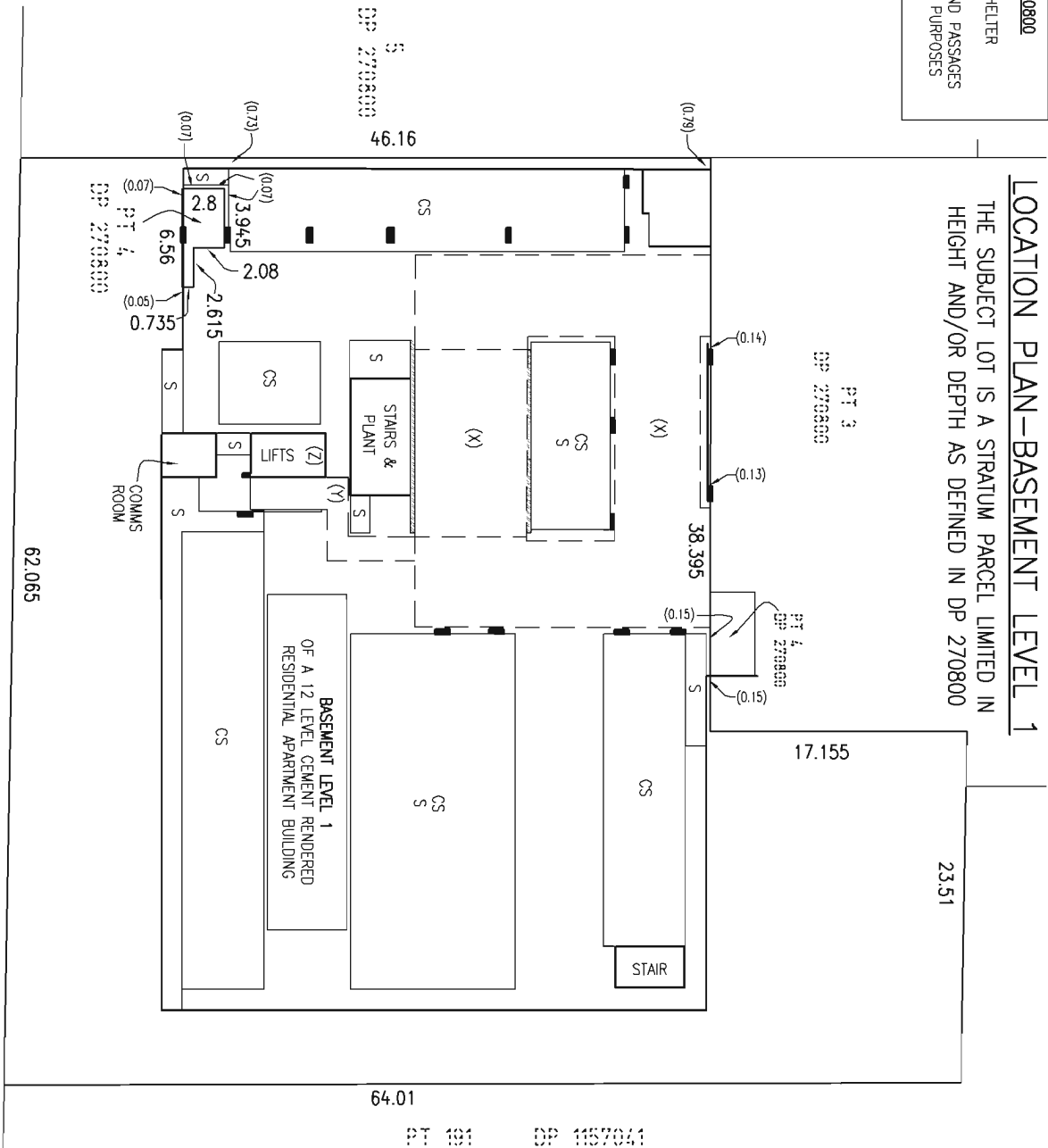
ePlan Sheet No. 3 of 23 Sheets

WHOLE OF LOT EASEMENTS WIDE DP 270800

- EASEMENT FOR SUPPORT & SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR FIRE STAIRS AND PASSAGES
- EASEMENT FOR CONSTRUCTION PURPOSES

LOCATION PLAN-BASEMENT LEVEL 1

THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND/OR DEPTH AS DEFINED IN DP 270800



HERRING

ROAD

- CS - DENOTES CAR SPACE
- S - DENOTES STORAGE SPACE
- (X) - EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) (LIMITED IN STRATUM)(WIDE DP 270800)
- (Y) - RIGHT OF ACCESS VARIABLE WIDTH (Y) (LIMITED IN STRATUM)(WIDE DP 270800)
- (Z) - RIGHT TO USE LIFT VARIABLE WIDTH (Z) (LIMITED IN STRATUM)(WIDE DP 270800)

Surveyor: KARL ROBERTSON
Surveyor's Ref: 110914 SP BLDG A
Subdivision No: 215/2013
Lengths are in metres. Reduction Ratio 1:300



REGISTERED
20.12.2013

SP89124

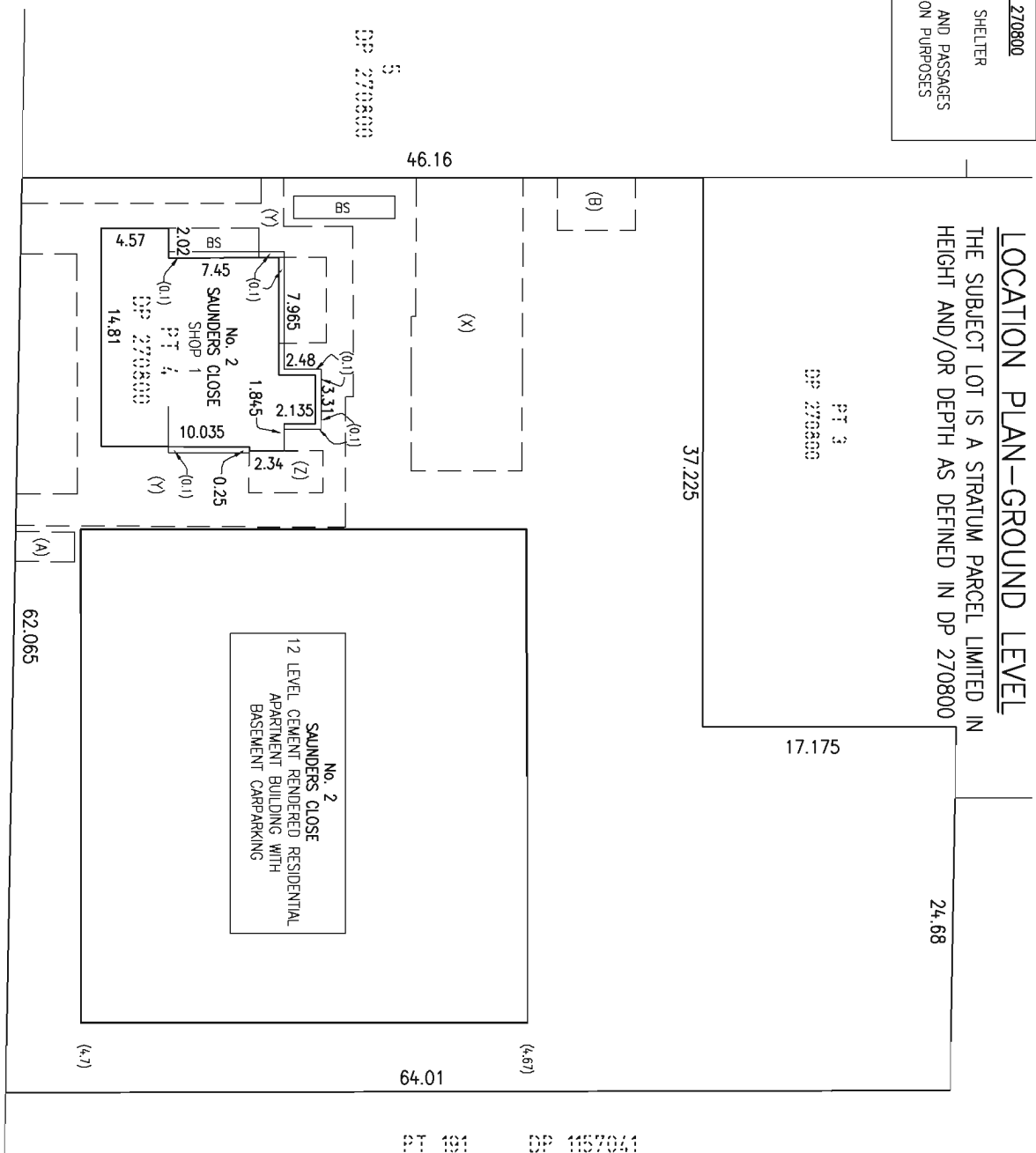
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet No. 4 of 23 Sheets

- EASEMENT FOR SUPPORT & SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR FIRE STAIRS AND PASSAGES
- EASEMENT FOR CONSTRUCTION PURPOSES

THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND/OR DEPTH AS DEFINED IN DP 270800



ROAD

- BS – DENOTES BICYCLE SPACES WITHIN COMMON PROPERTY
- HERRING
- (A) – EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.0 WIDE (A)(LIMITED IN STRUTUM) (VME DP 11905.4.3)
- (B) – EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (B)(LIMITED IN STRUTUM) (VME DP 11905.4.3)
- (X) – EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) (LIMITED IN STRUTUM)(VME DP 270800)
- (Y) – RIGHT OF ACCESS VARIABLE WIDTH (Y) (LIMITED IN STRUTUM)(VME DP 270800)
- (Z) – RIGHT TO USE LIFT VARIABLE WIDTH (Z) (LIMITED IN STRUTUM)(VME DP 270800)

No. 2
SAUNDERS CLOSE
12 LEVEL CEMENT RENDERED RESIDENTIAL
APARTMENT BUILDING WITH
BASEMENT CARPARKING

Surveyor: KARL ROBERTSON
 Surveyor's Ref: 110914 SP BLDG A
 Subdivision No: 215/2013
 Lengths are in metres. Reduction Ratio 1: 300

REGISTERED

20.12.2013

SP89124

STRATA PLAN FORM 2 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 5 of 23 Sheets

WHOLE OF LOT EASEMENTS WIDE DP 270800

- EASEMENT FOR SUPPORT & SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR FIRE STAIRS AND PASSAGES
- EASEMENT FOR CONSTRUCTION PURPOSES

LOCATION PLAN-LEVEL 1 & ABOVE

THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT AND/OR DEPTH AS DEFINED IN DP 270800

Pt 3

DP 270800

17.175

24.68

37.225

46.16

5

DP 270800

(B)

No. 2
SAUNDERS CLOSE
12 LEVEL CEMENT RENDERED RESIDENTIAL
APARTMENT BUILDING WITH
BASEMENT CARPARKING

(4.67)

64.01

DP 1190543

(4.7)

62.065

(A)

HERRING

ROAD

- (A) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.0 WIDE (A)(LIMITED IN STRATUM) (WIDE DP 1190543)
(B) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (B)(LIMITED IN STRATUM) (WIDE DP 1190543)

Surveyor: KARL ROBERTSON

Surveyor's Ref: 110914 SP BLDG A

Subdivision No: 215/2013

Lengths are in metres. Reduction Ratio 1:300

REGISTERED



20.12.2013

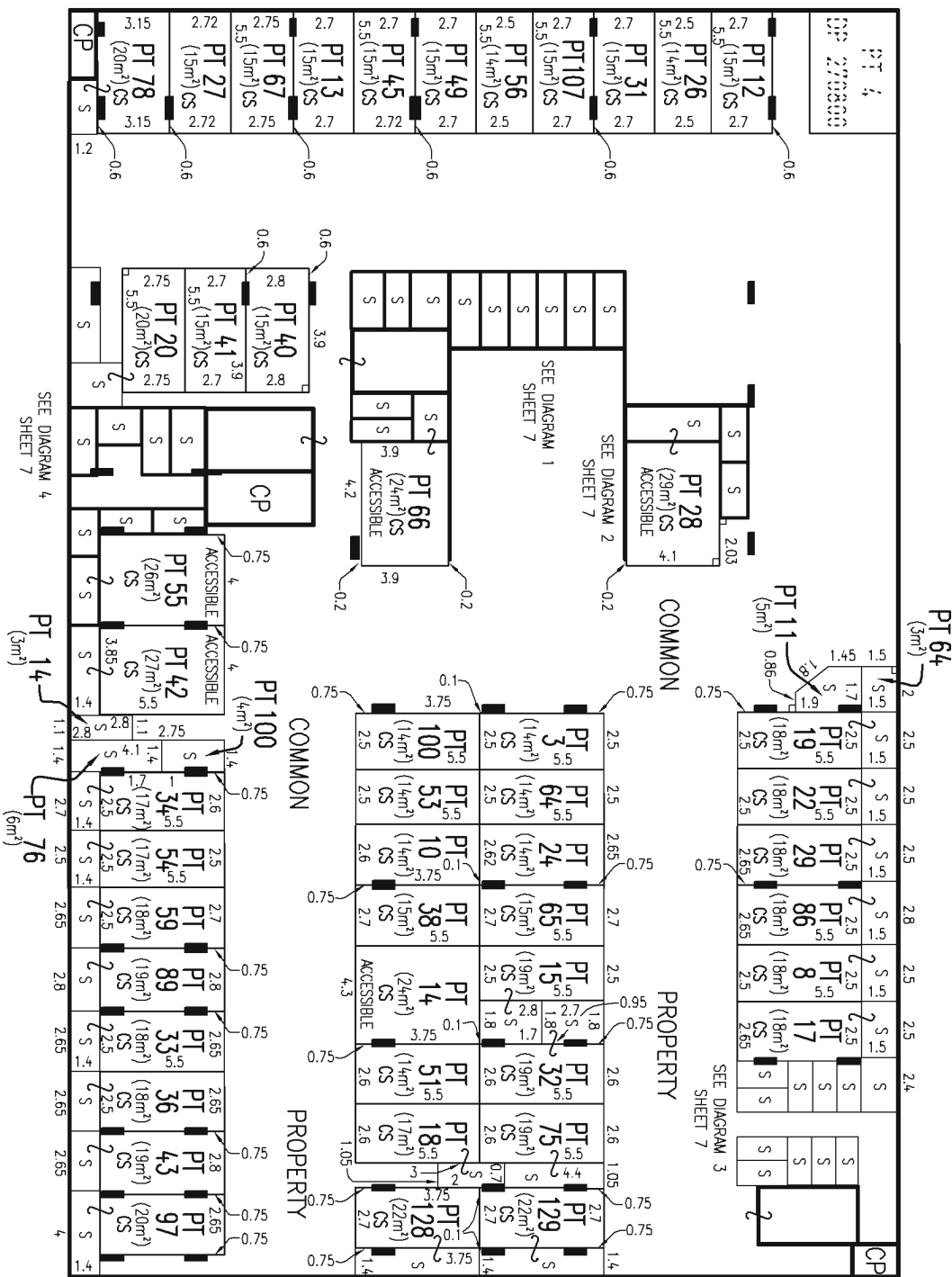
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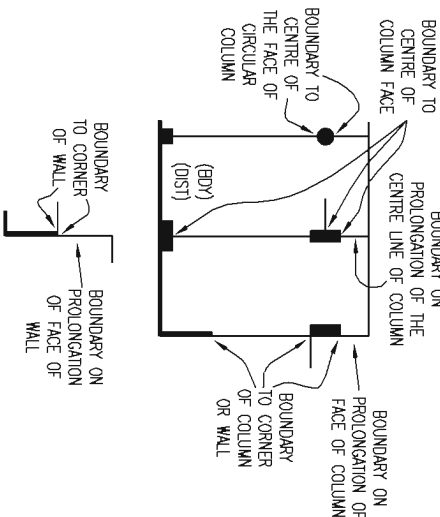
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

BASEMENT LEVEL 3



TYPICAL KEY - UNLESS OTHERWISE NOTED



- └ - DENOTES 90°
- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CARSPACE
- S - DENOTES STORAGE SPACE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREELAND DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: **110914 SP BLDG A**
Subdivision No: **215/2013**
Lengths are in metres. Reduction Ratio 1:200



SP89124

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

BASEMENT LEVEL 3

TYPICAL KEY - UNLESS OTHERWISE NOTED

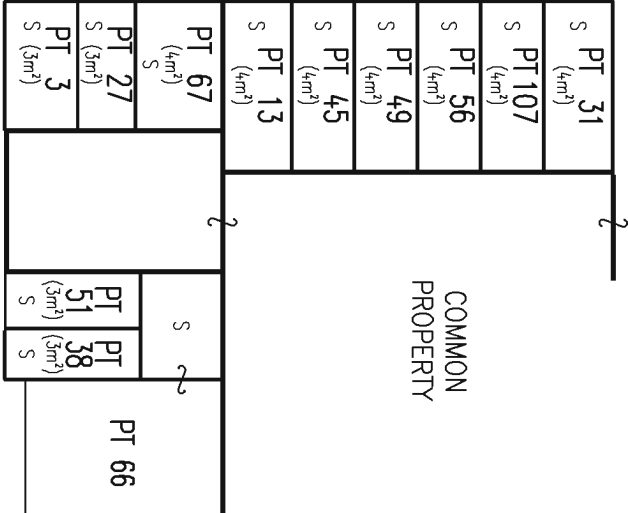
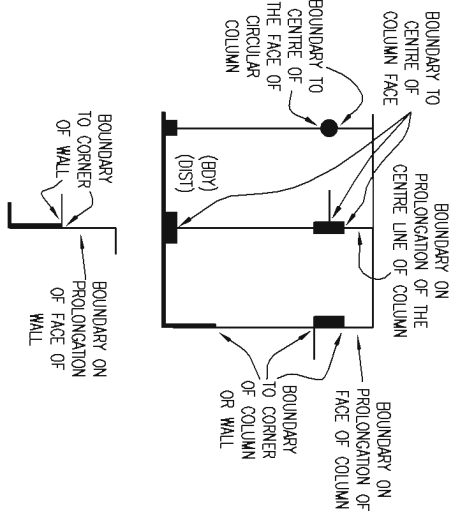


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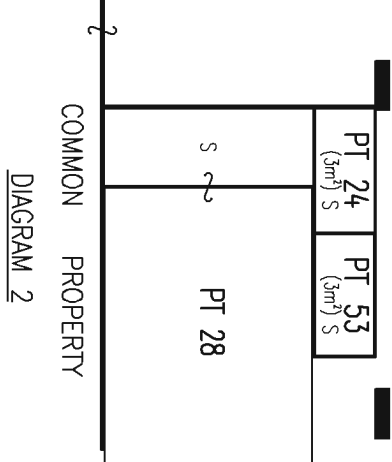


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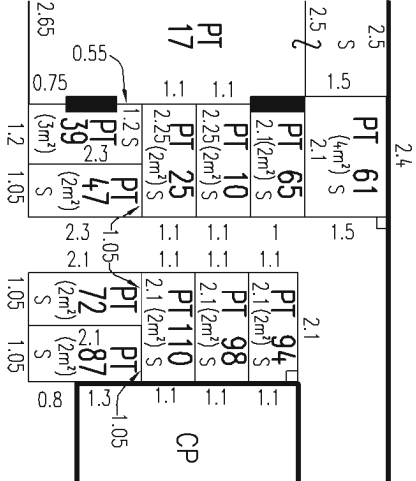


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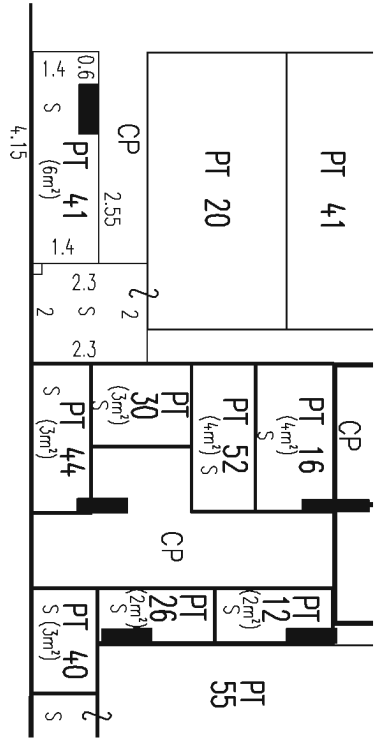


DIAGRAM 4

h - DENOTES 90°
GP - DENOTES COMMON PROPERTY
CS - DENOTES CARSPACE
S - DENOTES STORAGE SPACE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

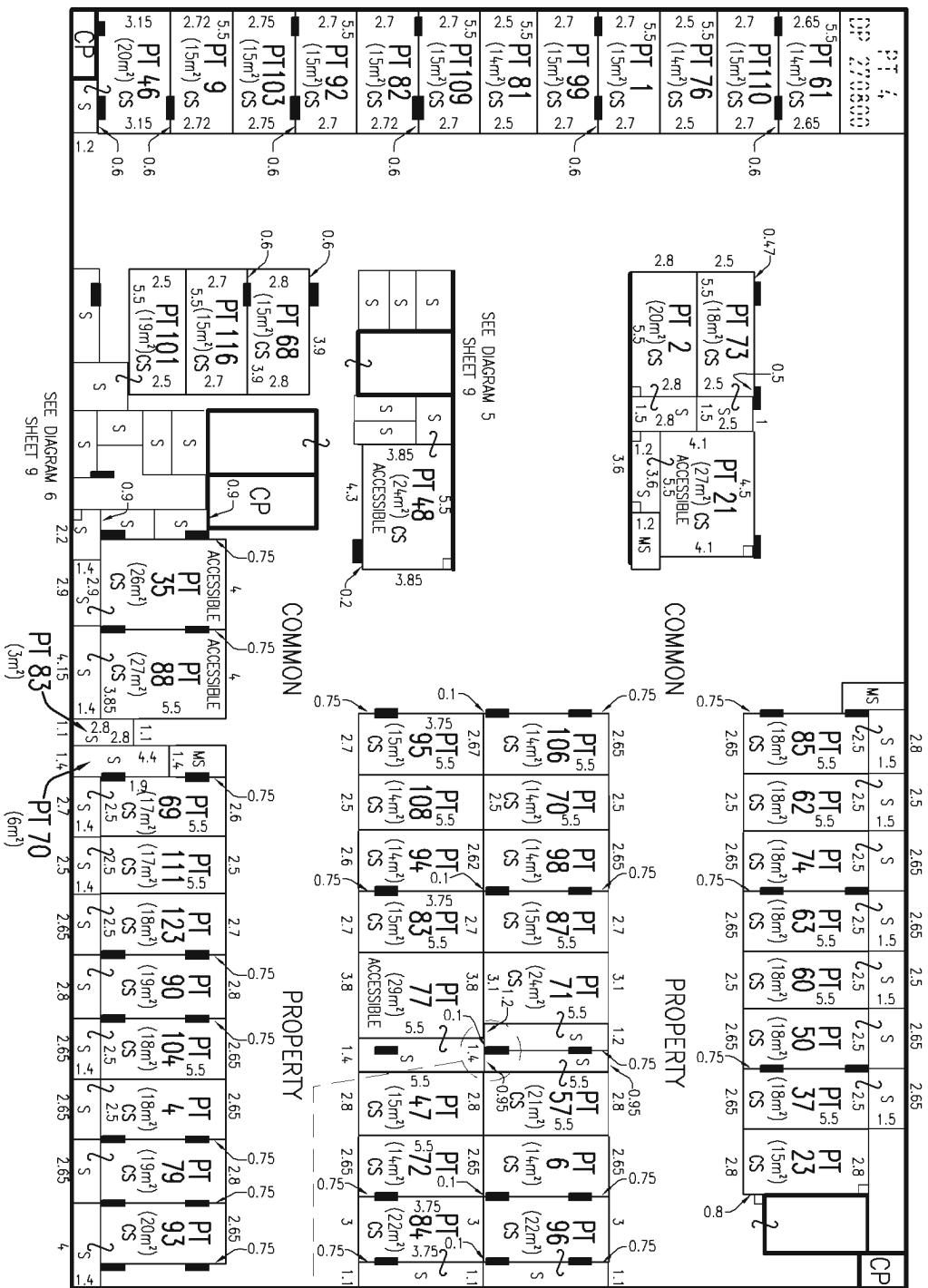
Surveyor: KARL ROBERTSON
Surveyor's Ref: 110914 SP BLDG A
Subdivision No: 215/2013
Lengths are in metres. Reduction Ratio 1:100



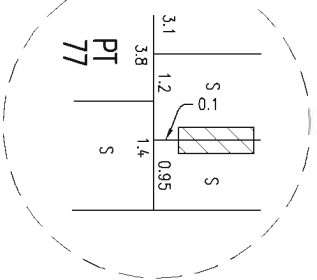
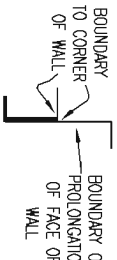
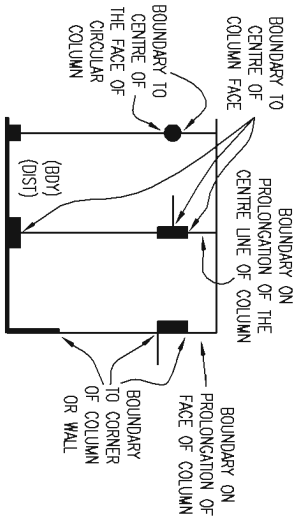
REGISTERED
20.12.2013

SP89124

BASEMENT LEVEL 2



TYPICAL KEY - UNLESS OTHERWISE NOTED



- └ - DENOTES 90°
- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CARSPACE
- MS - DENOTES MOTORCYCLE STORAGE
- S - WITHIN COMMON PROPERTY
- DENOTES STORAGE SPACE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: KARL ROBERTSON

REGISTERED

Surveyor's Ref: 110914 SP BLDG A
Subdivision No: 215/2013

20.12.2013

SP89124

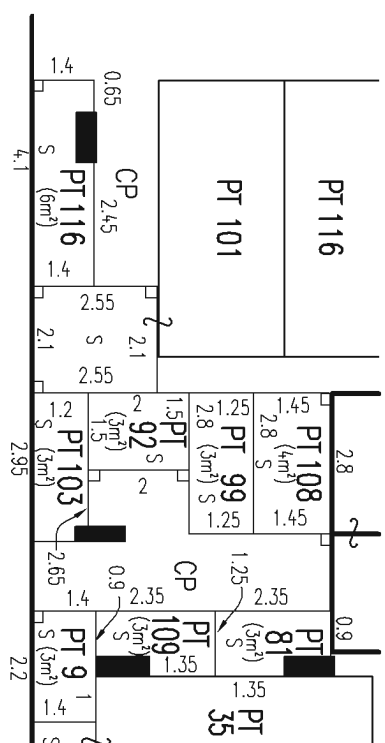


DIAGRAM 6

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

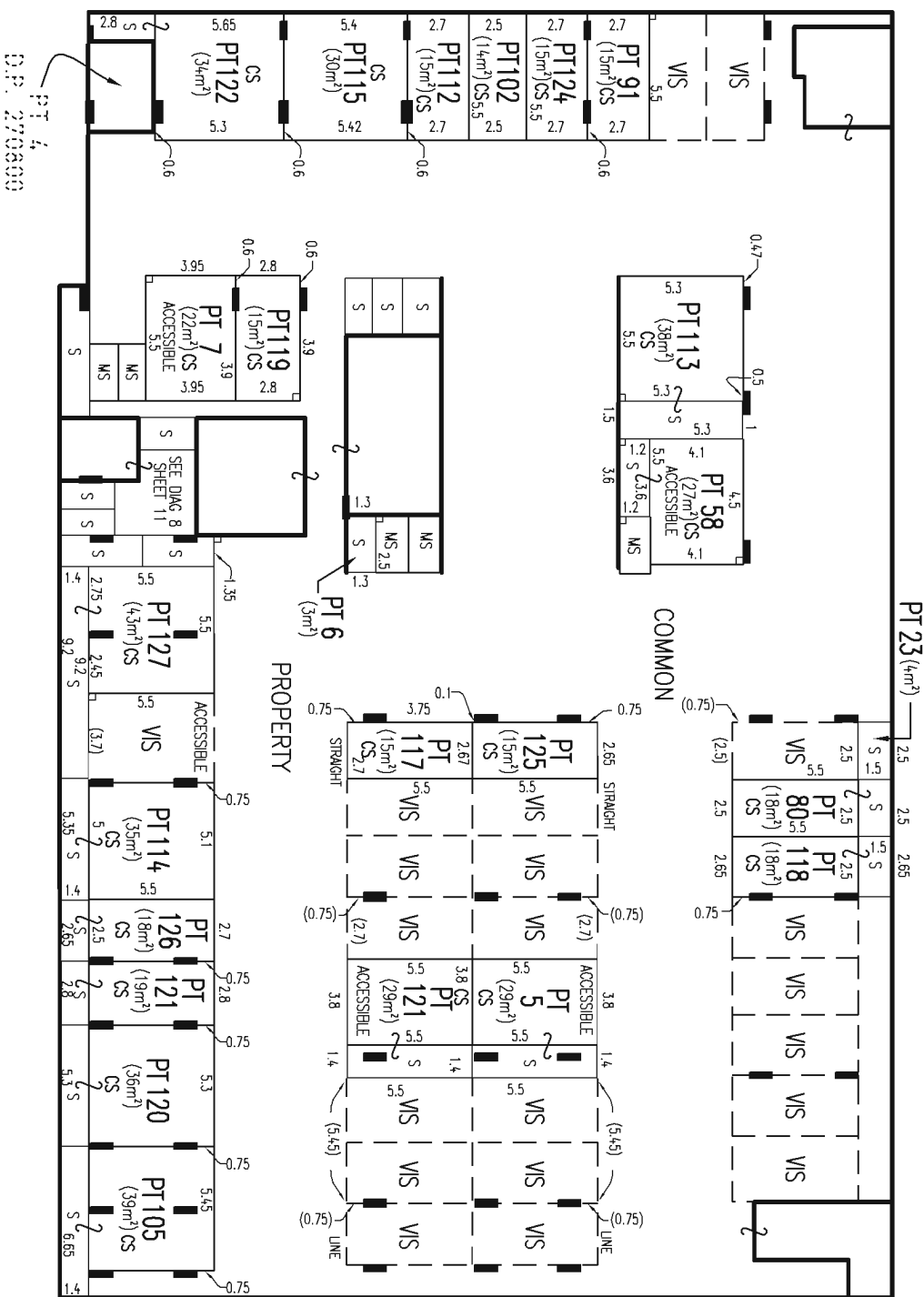
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STRATA PLAN FORM 2 (A3)

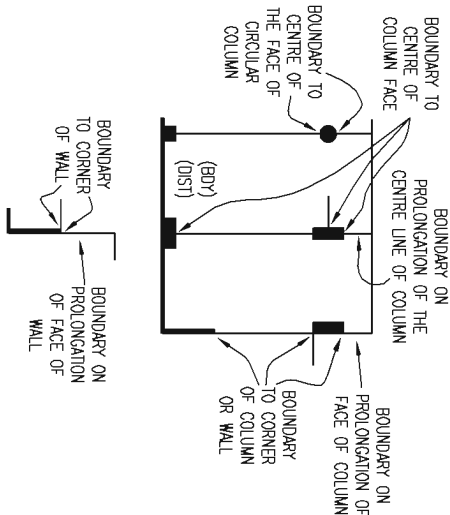
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 10 of 23 Sheets

BASEMENT LEVEL 1



TYPICAL KEY - UNLESS OTHERWISE NOTED



- CP - DENOTES 90°
- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CARSPAGE
- MS - DENOTES MOTORCYCLE STORAGE
- MS - DENOTES COMMON PROPERTY
- S - DENOTES STORAGE SPACE
- S - DENOTES VISITOR CARSPAGE
- W - DENOTES WITHIN COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREELAND DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: **110914 SP BLDG A**
Subdivision No: **215/2013**
Lengths are in metres. Reduction Ratio 1:200

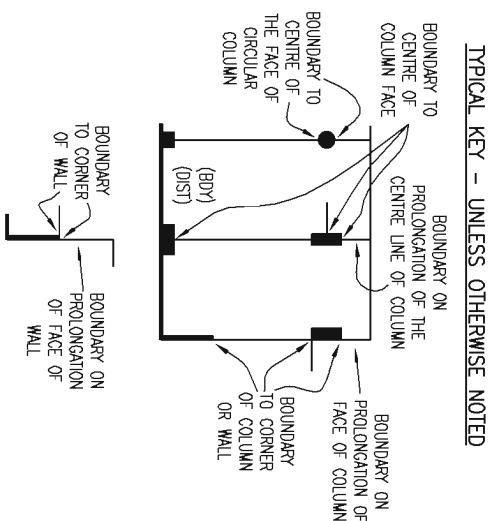


REGISTERED
20.12.2013

SP89124

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X:\110914\110914-128 HERRING RD\FINAL STRATA\BLDG A\110914 SP BLDG A SHITG-11 BLDG




- └ - DENOTES 90°
- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CARSPACE
- MS - DENOTES MOTORCYCLE STORAGE
- WITHIN COMMON PROPERTY
- NW CNR COL - DENOTES NORTH WEST CORNER OF COLUMN
- S - DENOTES STORAGE SPACE

SP89124



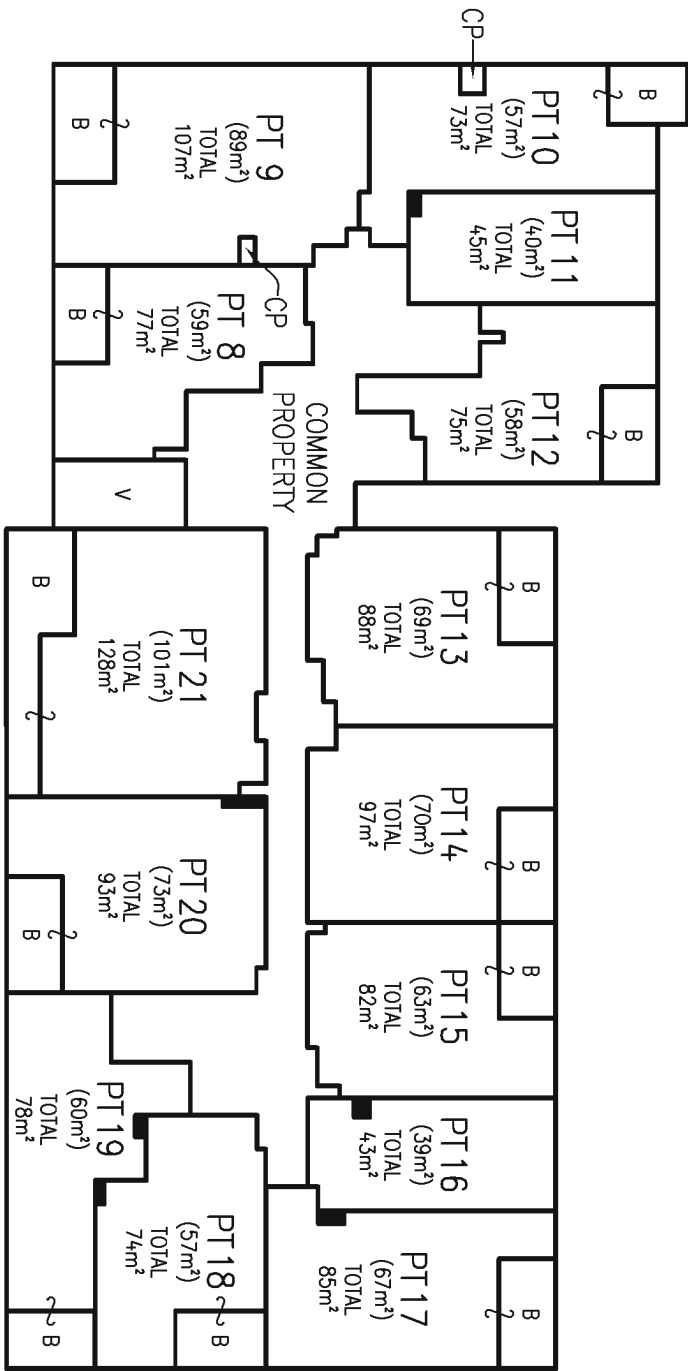
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

<p>Surveyor: KARL ROBERTSON</p> <p>Surveyor's Ref: 110914 SP BLDG A</p> <p>Subdivision No: 215/2013</p> <p>Lengths are in metres. Reduction Ratio 1:200</p>	<p>REGISTERED</p> <p>20.12.2013</p> 	<p>SP89124</p>
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STRATA PLAN FORM 2 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

LEVEL 1



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

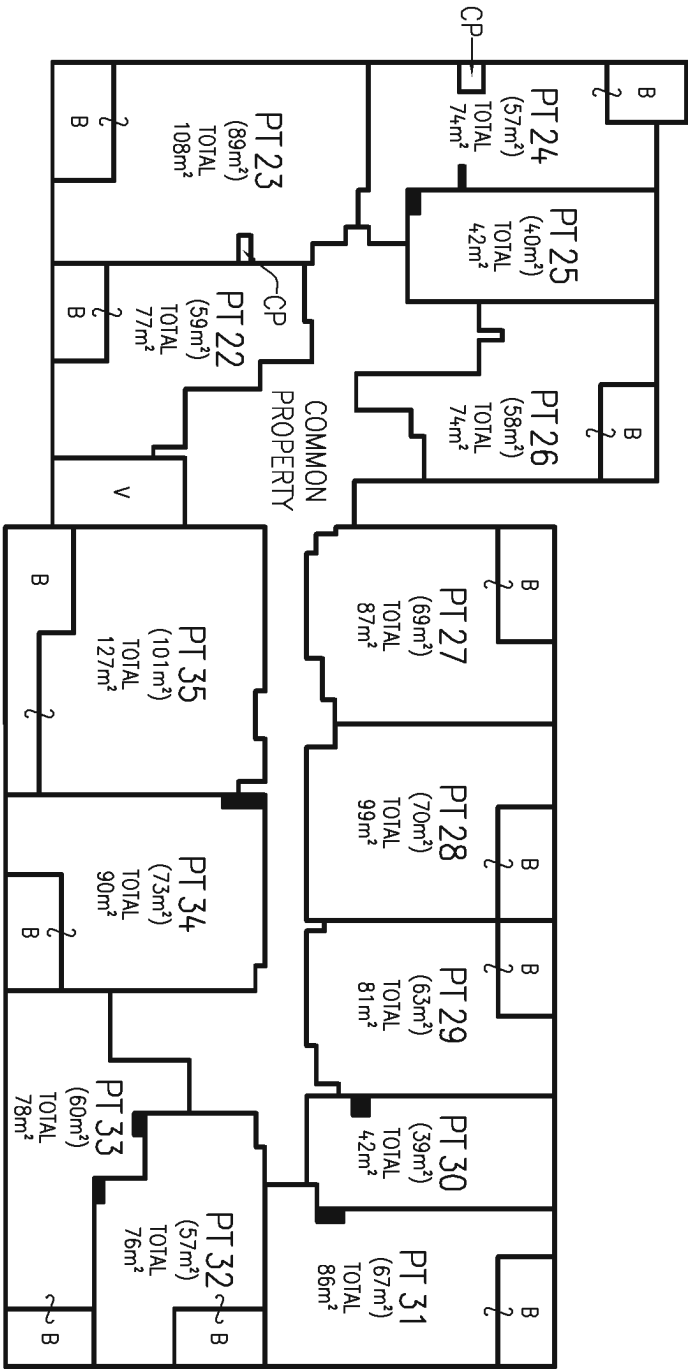
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Surveyor: KARL ROBERTSON	REGISTERED		SP89124
Surveyor's Ref: 110914 SP BLDG A			
Subdivision No: 215/2013			
Lengths are in metres. Reduction Ratio 1:200			

STRATA PLAN FORM 2 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

LEVEL 2



B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY
V - DENOTES VOID TO GROUND LEVEL

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 110914 SP BLDG A
Subdivision No: 215/2013
Lengths are in metres. Reduction Ratio 1:200



REGISTERED

20.12.2013

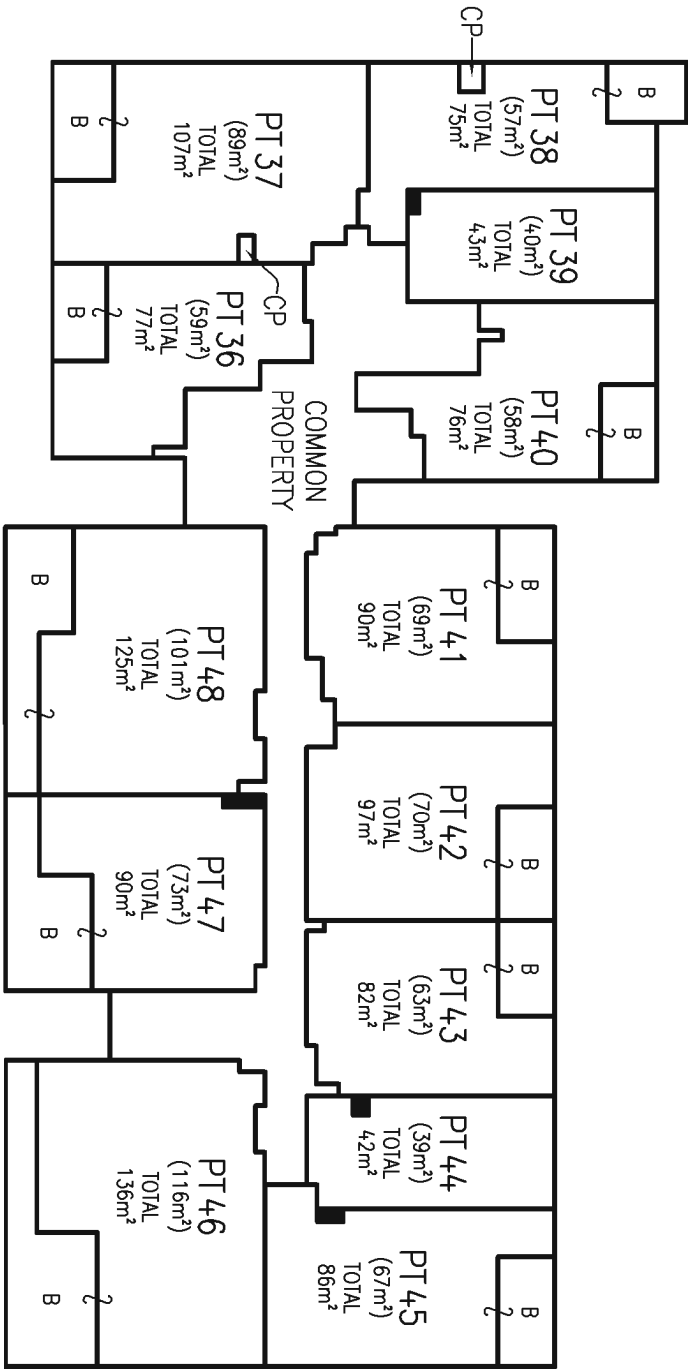
SP89124

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STRATA PLAN FORM 2 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

LEVEL 3



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 110914 SP BLDG A
Subdivision No: 215/2013
Lengths are in metres. Reduction Ratio 1:200

REGISTERED
20.12.2013

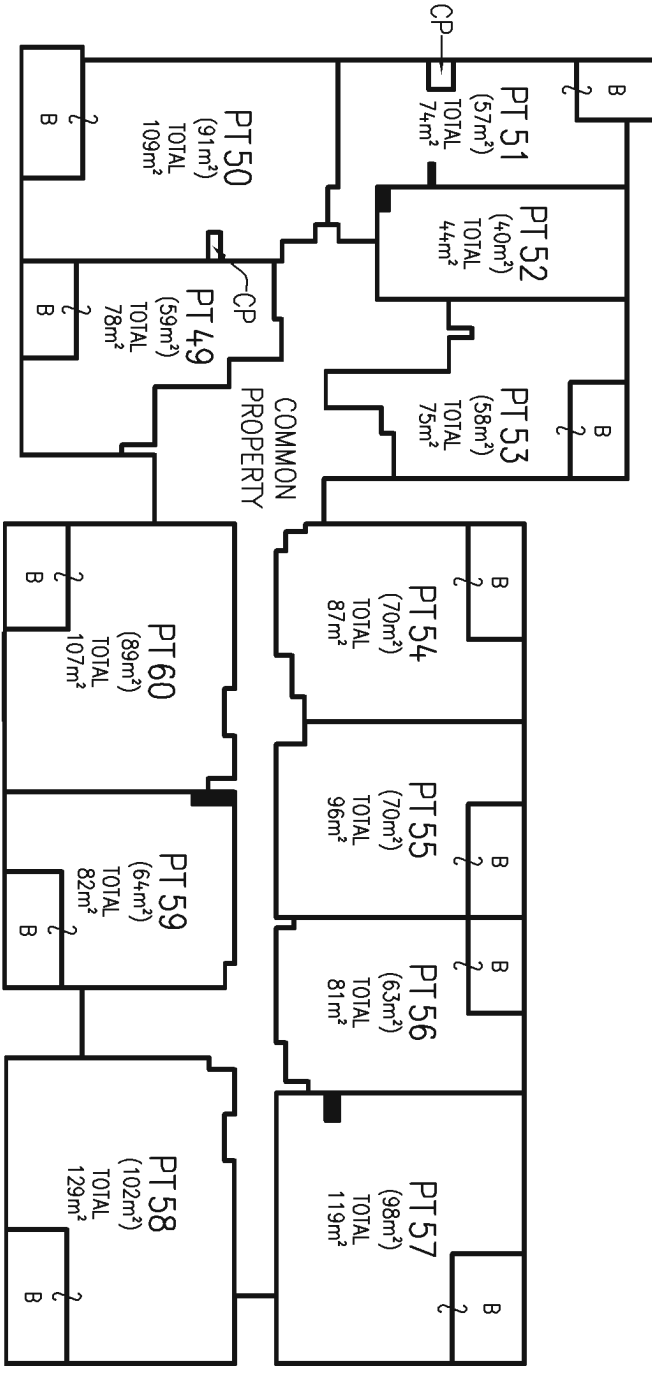
SP89124

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STRATA PLAN FORM 2 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

LEVEL 5




THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

Surveyor: KARL ROBERTSON	REGISTERED	SP89124
Surveyor's Ref: 110914 SP BLDG A		
Subdivision No: 215/2013	20.12.2013	

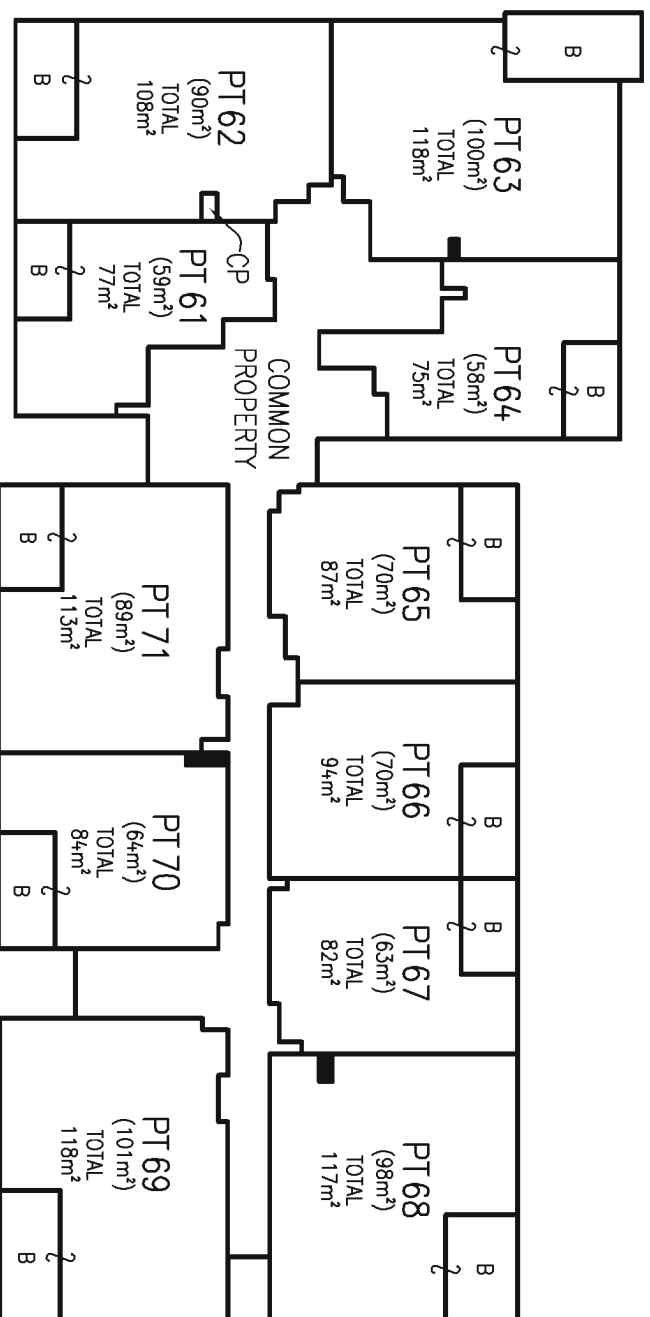
Lengths are in metres. Reduction Ratio 1:200

STRATA PLAN FORM 2 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 17 of 23 Sheets

LEVEL 6



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 110914 SP BLDG A
Subdivision No: 215/2013
Lengths are in metres. Reduction Ratio 1:200



20.12.2013

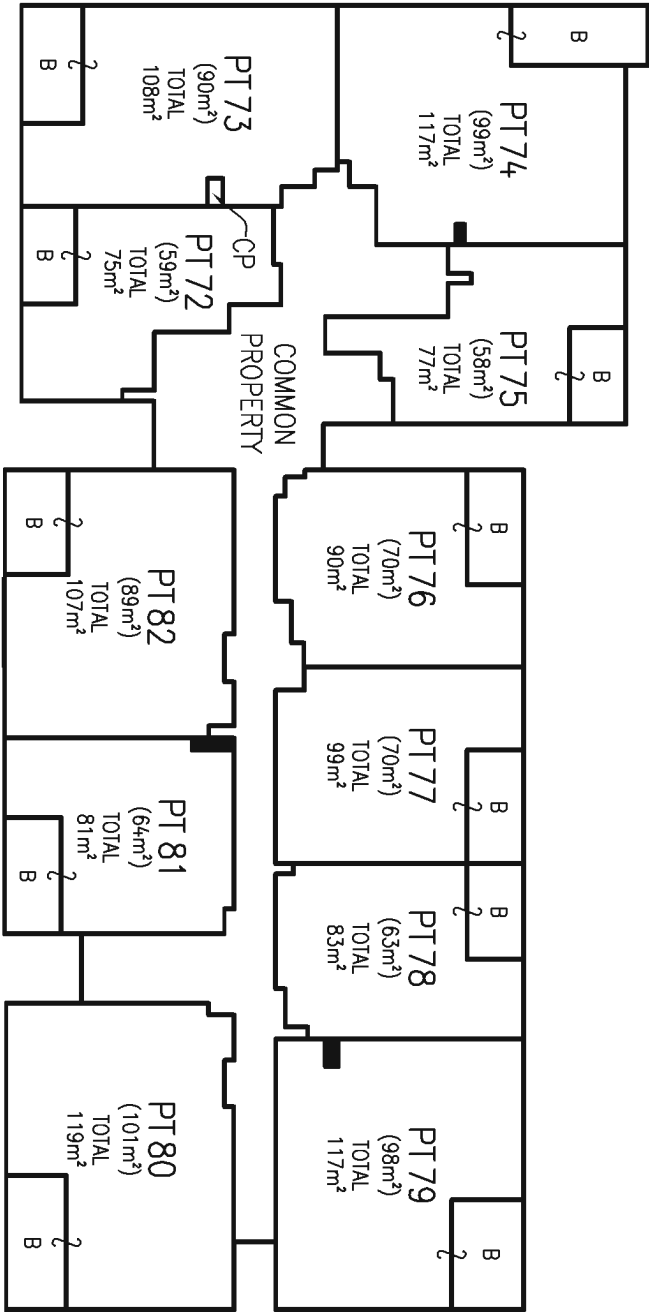
SP89124

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STRATA PLAN FORM 2 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

LEVEL 7



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 110914 SP BLDG A
Subdivision No: 215/2013
Lengths are in metres. Reduction Ratio 1:200



REGISTERED

20.12.2013

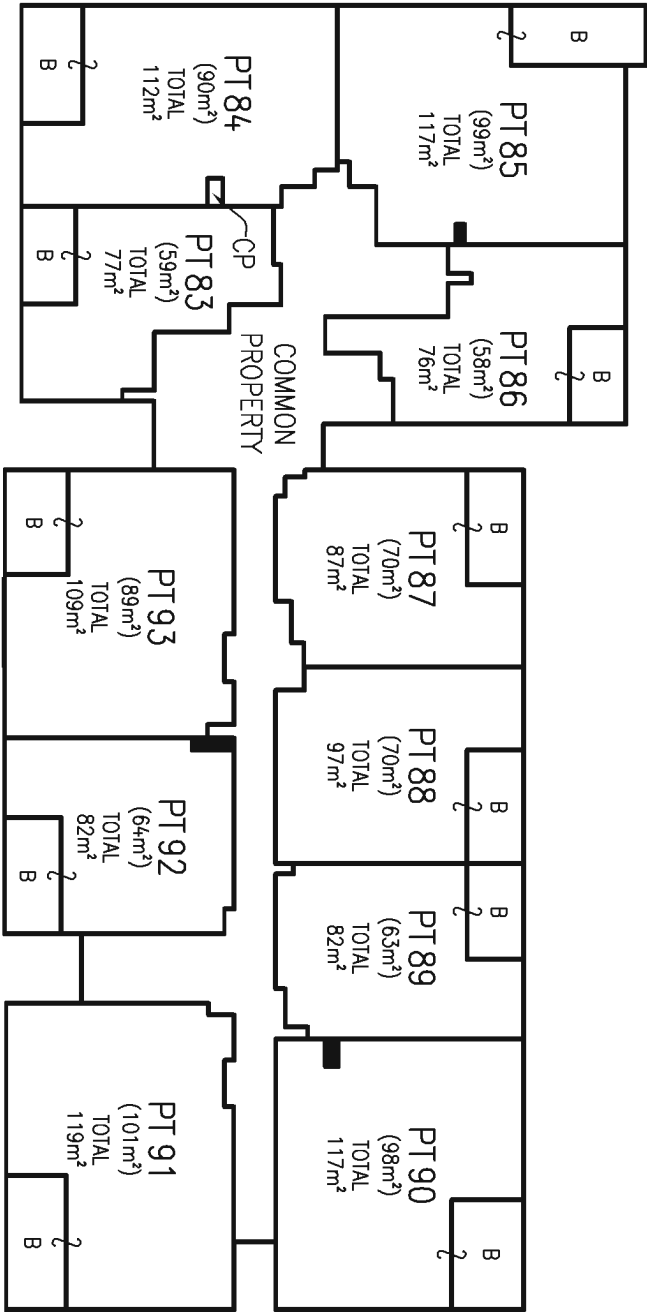
SP89124

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STRATA PLAN FORM 2 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

LEVEL 8



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 110914 SP BLDG A
Subdivision No: 215/2013
Lengths are in metres. Reduction Ratio 1:200



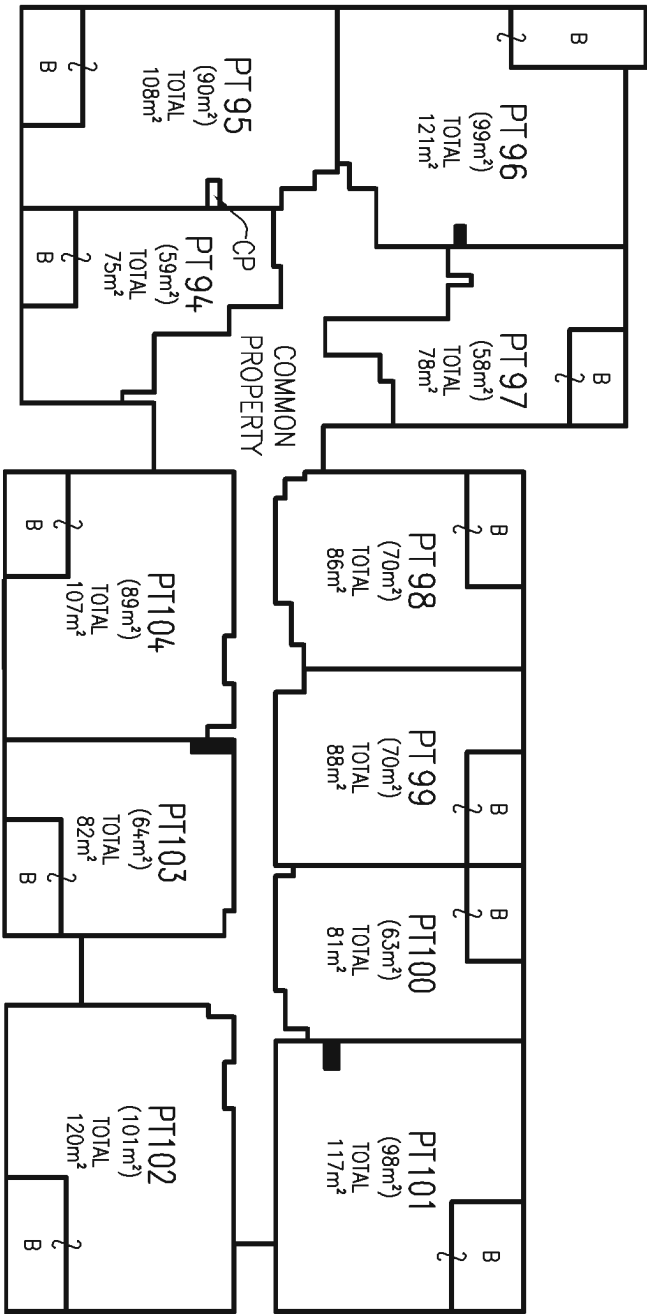
REGISTERED

20.12.2013

SP89124

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LEVEL 9



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 110914 SP BLDG A
Subdivision No: 215/2013
Lengths are in metres. Reduction Ratio 1:200



REGISTERED
20.12.2013

SP89124

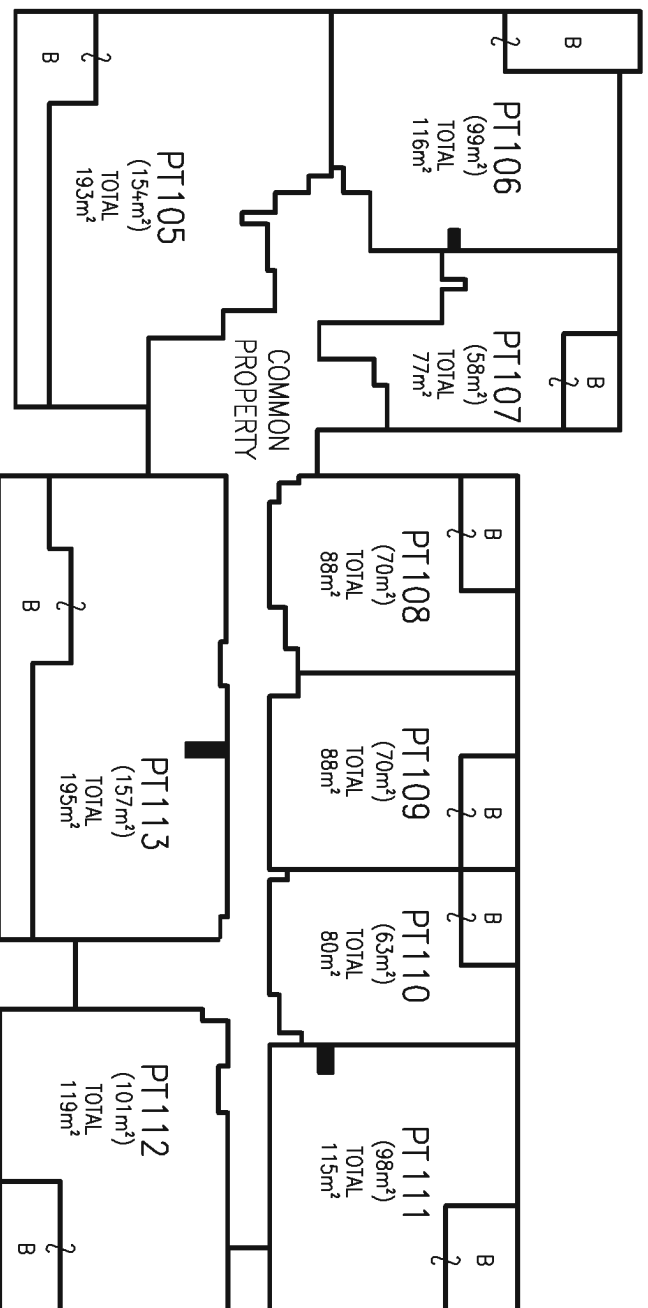
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STRATA PLAN FORM 2 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 21 of 23 Sheets

LEVEL 10



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 110914 SP BLDG A
Subdivision No: 215/2013
Lengths are in metres. Reduction Ratio 1:200

REGISTERED
20.12.2013

SP89124

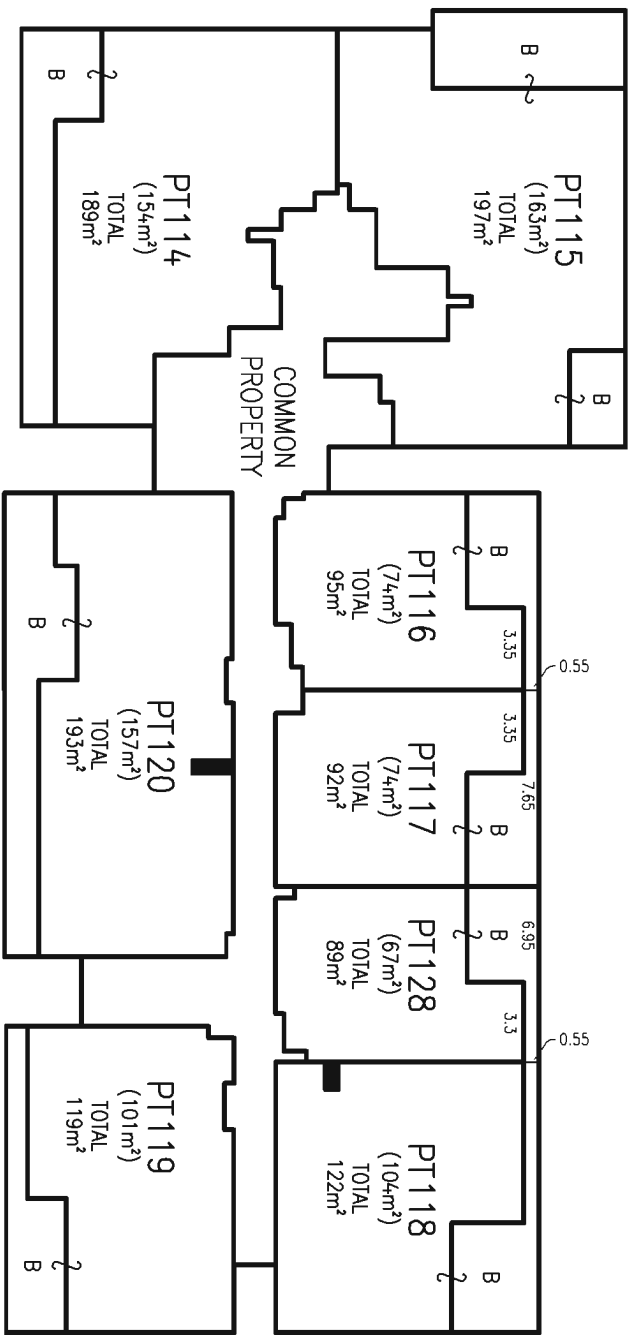
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X:\11095\110914-128 HERRING RD\FINAL STRATA\BLDG A\110914 SP BLDG A SHZ1 L10.DWG

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LEVEL 11



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - BALCONY
CP - COMMON PROPERTY

Surveyor: KARL ROBERTSON	REGISTERED	20.12.2013	SP89124
Surveyor's Ref: 110914 SP BLDG A Subdivision No: 215/2013 Lengths are in metres. Reduction Ratio 1:200			



K:\110085\110914-128 HERRING RD\FINAL STRATA\BLDG A\110914 SP BLDG A SH123 L12.DWG

STRATA PLAN FORM 3 (PART 1) (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  20.12.2013

Purpose: STRATA PLAN

SP89124

Office Use Only

PLAN OF SUBDIVISION OF
LOT 2 DP 270800

LGA: RYDE

Locality: MACQUARIE PARK

Parish: HUNTERS HILL

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~The Council of~~

*The Accredited Certifier: **ANTHONY ALLEN**
Accreditation number: **BPB0004**

has made the required inspections and is satisfied that the requirements of;

~~*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,~~

~~*(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

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

*(3) ~~The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~

*(4) The building encroaches on a public place and;

~~*(a) The Council does not object to the encroachment of the building beyond the alignment of~~

~~*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.~~

*(5) This approval is given on the condition that lot(s) [^]..... are created as utility lots in accordance with section 39 of the *Strata Schemes (Freehold Development) Act 1973* or section 68 of the *Strata Schemes (Leasehold Development) Act 1986*.

Date: **30/10/13**

Subdivision number: **215/2013**

Relevant Development Consent number: **CDC 2013/55**

Issued by: **ANTHONY ALLEN (BPB0004)**

Signature: 

Authorised Person / General Manager / Accredited Certifier

* Strike through if inapplicable.

[^] Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No

MACQUARIE CENTRAL

No.2 SAUNDERS CLOSE

MACQUARIE PARK NSW 2113

The adopted by-laws for the scheme are:

~~*A.....Model By-laws.~~

~~*together with, Keeping of animals: Option *A/*B/*C~~

* By-laws in **39** sheets filed with plan.

* Strike through if inapplicable **40**

[^] Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, **KARL ROBERTSON**

of **DENNY LINKER & CO., LEVEL 5, 17 RANDLE ST, SURRY HILLS NSW 2010**

a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:

(1) Each applicable requirement of

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

~~*Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;~~

(2) ~~(a) The building encroaches on a public place;~~

~~*(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by [^]..... to permit the encroachment to remain.~~

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

Signature: 

Date: **29/10/2013**

* Strike through if inapplicable.

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

Use STRATA PLAN FORM 3A for certificates, signatures and seals

SURVEYORS REFERENCE: 110914 SP BLDG A

STRATA PLAN FORM 3 (PART 1) (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered



20.12.2013

SP89124

PLAN OF SUBDIVISION OF
 LOT 2 DP 270800

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 215/2013

Date of endorsement: 30/10/13

SCHEDULE OF UNIT ENTITLEMENTS

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	70	20	66	39	49	58	89	77	69	96	91	115	118
2	68	21	84	40	61	59	68	78	67	97	65	116	72
3	67	22	65	41	68	60	86	79	92	98	71	117	72
4	98	23	82	42	68	61	69	80	98	99	72	118	97
5	99	24	62	43	65	62	88	81	70	100	68	119	102
6	70	25	48	44	50	63	87	82	91	101	95	120	131
7	94	26	61	45	65	64	63	83	69	102	73	121	141
8	63	27	66	46	93	65	69	84	91	103	73	122	121
9	81	28	66	47	68	66	68	85	90	104	93	123	73
10	61	29	69	48	86	67	66	86	64	105	125	124	74
11	47	30	49	49	66	68	91	87	69	106	92	125	99
12	60	31	64	50	85	69	97	88	67	107	65	126	104
13	65	32	63	51	63	70	71	89	67	108	70	127	141
14	66	33	65	52	49	71	90	90	93	109	71	128	71
15	63	34	67	53	62	72	68	91	99	110	70	129	72
16	47	35	77	54	67	73	90	92	71	111	96		
17	64	36	66	55	68	74	88	93	92	112	102		
18	62	37	84	56	65	75	63	94	71	113	125		
19	64	38	63	57	89	76	68	95	92	114	131		

AGGREGATE

10000

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

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

SURVEYORS REFERENCE: 110914 SP BLDG A

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered



20.12.2013

SP89124

PLAN OF SUBDIVISION OF
LOT 2 DP 270800

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals - see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 215/2013

Date of endorsement: 30/10/13

Executed by Herring Rd Properties
Pty Limited ABN 27 086 726 678
in accordance with section 127(1) of the
Corporations Act 2001 (Cth)

)

)

)

)

Company Secretary/Director

Director

ADRIAN PAUL WHITING

Name of Company Secretary/Director (print)

ALLAN VIDOR

Name of Director (print)

Executed by Toga Pty. Ltd. ACN 000 926 947
as mortgagee under registered mortgage AH92788
in accordance with section 127(1) of the
Corporations Act 2001 (Cth)

)

)

Company Secretary/Director

Director

ADRIAN PAUL WHITING

Name of Company Secretary/Director (print)

ALLAN VIDOR

Name of Director (print)

SURVEYORS REFERENCE: 110914 SP BLDG A

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Office Use Only

Registered



20.12.2013

PLAN OF SUBDIVISION OF
LOT 2 DP 270800

SP89124

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals - see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 215/2013

Date of endorsement: 30/10/13

Executed for and on behalf of
National Australia Bank Limited
ACN 004 044 937 as mortgagee under
registered mortgage AH20261 by
its duly constituted Attorney pursuant to
Power of Attorney registered Book No
in the presence of:

Signature of Witness

Name of Witness (please print)

Address of Witness

Executed for and on behalf of
Ayers Holdings B. V. as mortgagee under
registered mortgage AH92789 by
its duly constituted Attorney pursuant to
Power of Attorney registered Book No
in the presence of: 4656 999

Signature of Witness

Name of Witness (please print)

Address of Witness

Mortgagee under Mortgage No. AH20261

Signed at Sydney this 14TH day of
NOVEMBER 2013 for National

Australia Bank Limited ABN 12 004 044 937
by OLIVER BENT
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level 2 Attorney

Witness Bank Officer BEN TOSI

Signature of Attorney

Name of Attorney

Signature of Attorney

Name of Attorney

SURVEYORS REFERENCE: 110914 SP BLDG A

ePlan
(Sheet 1 of 6 sheets)

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*

Plan: **SP89124**

Plan of Subdivision of Lot 2 in DP 270800 covered by
Subdivision Certificate No. 215/2013 dated 30/10/13

Full name and address of the
owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

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 or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction on use of land	Common Property	Council
2.	Restriction on use of land	Lots 1 to 129	Council

Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

Building means the improvements erected or intended to be erected on part of the Land and includes the Strata Scheme.

Car Space means that part of a lot in the Building used for car parking (other than service and visitor car parking spaces).

Common Property means the common property in the Strata Scheme and denoted as "CP" on the Plan.

Council means City of Ryde Council or its successor.

Instrument means this s88B instrument.

Land means lots 2, 3 and 4 in deposited plan 270800.

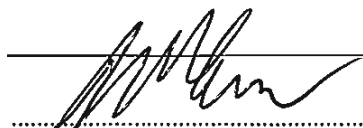
Lot Burdened means the whole or any part of the lot having the burden of an Easement.

Plan means the plan to which this Instrument relates.

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

1 Terms of Restriction on Use numbered 1 in the Plan.

No right of exclusive use and enjoyment of the whole or any specified part of the Common Property may be conferred on any person without the prior consent of Council.


.....
Council Authorised Person

ePlan

(Sheet 2 of 6 sheets)

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*

Plan: **SP89124**

Plan of Subdivision of Lot 2 in DP 270800 covered by
Subdivision Certificate No. 215/2013 dated 30/10/13

Full name and address of the owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant numbered 2 in the Plan.

Council.

2 Terms of Restriction on Use numbered 2 in the Plan.

No Car Space may be used by persons other than an occupant, tenant, lessee or registered proprietor of a lot in the Building.

An owner, occupant, tenant, lessee or registered proprietor of a Lot Burdened must not enter into or permit a person occupying that lot to enter into an agreement to lease or licence or transfer ownership of a Car Space to a person other than an occupant, tenant or lessee of a lot in the Building.

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant numbered 2 in the Plan.

Council.


.....
Council Authorised Person

ePlan

(Sheet 3 of 6 sheets)

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*

Plan: **SP89124**

Plan of Subdivision of Lot 2 in DP 270800 covered by
Subdivision Certificate No. 215/2013 dated 30/10/13

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

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

Executed by Herring Rd Properties
Pty Limited ABN 27 086 726 678 in
accordance with section 127(1) of the
Corporations Act 2001 (Cth)


.....

Company Secretary/Director

ADRIAN PAUL WHITING

.....
Name of Company Secretary/Director
(print)


.....

Director

ALLAN VIDOR

.....
Name of Director (print)


.....

Council Authorised Person

ePlan

(Sheet 4 of 6 sheets)

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*

Plan: **SP89124**

Plan of Subdivision of Lot 2 in DP 270800 covered by
Subdivision Certificate No. 215/2013 dated 30/10/13

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

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

Executed by Toga Pty. Ltd. ACN 000 926 947)
as mortgagee under registered mortgage)
AH92788 in accordance with section 127(1) of)
the Corporations Act 2001 (Cth)


.....
Company Secretary/Director

ADRIAN PAUL WHITING

.....
Name of Company Secretary/Director (print)



.....
Director

ALLAN VIDOR

.....
Name of Director (print)


.....
Council Authorised Person

ePlan

(Sheet 5 of 6 sheets)

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*

Plan: **SP89124**

Plan of Subdivision of Lot 2 in DP 270800 covered by
Subdivision Certificate No. *215/2013 dated 30/10/13*

Full name and address of the
owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

Executed for and on behalf of)

National Australia Bank Limited)

ACN 004 044 937 as mortgagee under)

registered mortgage AH20261 by)

its duly constituted Attorney pursuant to)

Power of Attorney registered Book No)

in the presence of:)

AM664310
Mortgagee under Mortgage No. *AM20261*

Signed at Sydney this *14th* day of
NOVEMBER *2013* for National

Australia Bank Limited ABN 12 004 044 937

by *OLIVER BENT*

its duly appointed Attorney under Power of

Attorney No. 39 Book 4512

[Signature]
.....
Level 2 Attorney

Witness Bank Officer *BEN TOSI*

.....
Signature of Witness

.....
Signature of Attorney

.....
Name of Witness (please print)

.....
Name of Attorney

.....
Address of Witness

[Signature]
.....
Council Authorised Person

ePlan

(Sheet 6 of 6 sheets)

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*


Plan: **SP89124**

Plan of Subdivision of Lot 2 in DP 270800 covered by
Subdivision Certificate No. 215/2013 dated 30/10/13

Full name and address of the
owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

Executed for and on behalf of)
Ayers Holdings B. V. as mortgagee under)
registered mortgage AH92789 by)
its duly constituted Attorney pursuant to)
Power of Attorney registered Book No)
in the presence of: 4656 999,



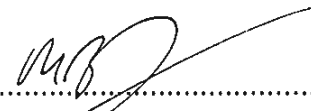
Signature of Witness

Rebecca Honey

Name of Witness (please print)

1 Cooyong Cres Toongabbie

Address of Witness



Signature of Attorney

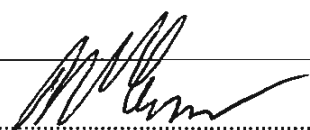
MATTHEW ROBERT BALEY

Name of Attorney

REGISTERED

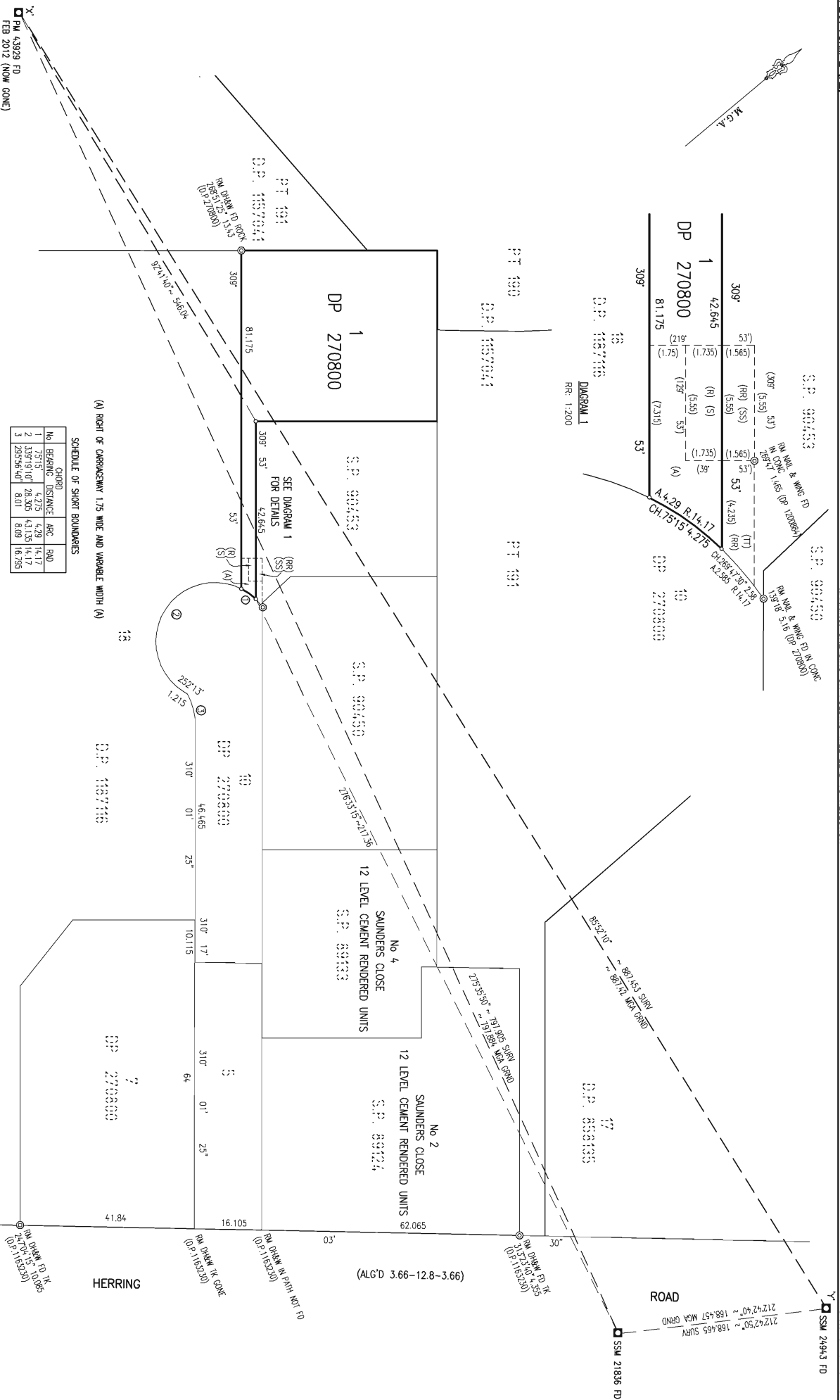


20.12.2013



Council Authorised Person

6135512/6



No	CHORD		ARC	RAD
	BEARING	DISTANCE		
1	75.15°	4.275	4.29	14.17
2	339.19.10"	28.305	43.135	14.17
3	295.56.40"	8.01	8.09	16.795

EXISTING EASEMENTS:

- (R) ESQUEM FOR ELECTRICITY AND OTHER PURPOSES 1.75 WIDE (R) VIDE PD 270800
(S) ESQUEM FOR SUBSTATION 1.75 WIDE (S) VIDE PD 270800
(R) ESQUEM FOR ELECTRICITY AND OTHER PURPOSES 1.565 WIDE (RR) VIDE PD 1200884
(SS) ESQUEM FOR ELECTRICITY WORKS 1.565 WIDE (SS) VIDE PD 1200884
(TT) RIGHT OF CARPENTRY 1.565 WIDE (TT) VIDE PD 1200884

MGA CO-ORDINATES				
MARK	EAST	NORTH	ZONE	CLASS ORDER
SSM 21836	325 640.208	6 260 786.047	56	B B
SSM 24945	325 731.229	6 260 929.882	56	B Z
PM 43928	324 846.139	6 260 865.865	56	B Z

SOURCE: MGA COORDINATES ADOPOTED FROM SCMS 6/11/2014.
COMBINED SCALE FACTOR 0.999961

Surveyor: KARL ROBERTSON
Date of Survey: 06.11.2014
Surveyor's Ref:110914_COM2EASE 1

PLAN OF EASEMENT WITHIN
LOT 1 IN DP 270800

LGA:	RYDE
------	------

7.5.2015

DP1207744

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  7.5.2015

Title System: TORRENS

Purpose: EASEMENT

DP1207744

PLAN OF EASEMENT WITHIN
LOT 1 IN DP 270800

LGA: RYDE

Locality: MACQUARIE PARK

Parish: HUNTERS HILL

County: CUMBERLAND

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:

Surveying Certificate

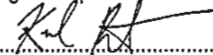
I, KARL ROBERTSON

of Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010
a surveyor registered under the *Surveying and Spatial Information
Act 2002*, certify that

**(a)* The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation, 2012, is accurate
and the survey was completed on: . **06.11.2014**

~~**(b)* The part of the land shown in the plan (being **excluding**
.....)
was surveyed in accordance with the Surveying and Spatial
Information Regulation 2012, is accurate and the survey was
completed on, the part not surveyed was
compiled in accordance with that Regulation.~~

~~**(c)* The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.~~

Signature:  Dated: **2/3/2015**

Surveyor ID: 7835

Datum Line: "X"- "Y"

Type: *Urban/*~~Rural~~

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

*Strike through if inapplicable.

*Specify the land actually surveyed or specify any land shown in the plan that is not
the subject of the survey.

Subdivision Certificate

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

Signature:

Accreditation no:

Consent/Authority:

Date of Endorsement:

Subdivision Certificate no:

File no:

*Strike through if inapplicable

STATEMENTS of intention to dedicate public roads, public reserves and
drainage easements

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

DP 270800
DP 1163230
DP 1187116
DP 1200884

SP 90450
SP 90453

If space is insufficient continue on PLAN FORM 6A

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

SURVEYORS REFERENCE: **110914 COM2EASE 1**

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



7.5.2015

Office Use Only

Office Use Only

DP1207744

PLAN OF EASEMENT WITHIN
LOT 1 IN DP 270800

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:

Date of Endorsement:

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

1. RIGHT OF CARRIAGEWAY 1.75 WIDE AND VARIABLE WIDTH (A)

Approved Form 18
COMMUNITY LAND DEVELOPMENT ACT 1989

ATTESTATION

The common seal of *Community/*Precinct/*Neighbourhood Association Deposited

Plan No. 270800 was hereto affixed on 23 March 2015 in the presence of

TREVOR BRIGHT and

Signature(s) [Signature]

being the person(s) authorised by section 8 of the Community Land Management Act 1989
to attest the affixing of the seal.

* *Strike out if inapplicable*

^ *Insert date of affixing*

Insert name(s)



If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 COM2EASE 1

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



7.5.2015

Office Use Only

Office Use Only

DP1207744

PLAN OF EASEMENT WITHIN
LOT 1 IN DP 270800

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:

Date of Endorsement:

Approved Form 21
COMMUNITY LAND DEVELOPMENT ACT 1989

CERTIFICATE OF ASSOCIATION

CONSENTING TO DOCUMENTS AFFECTING THE SCHEME

The *Community/~~Precinct~~/~~Neighbourhood~~ Association Deposited Plan No..... 270800

certifies that on ^{18 February 2015} ~~10 February 2015~~ it passed an unanimous resolution consenting to the:

PLAN OF EASEMENT WITHIN LOT 1 DP 270800 SHOWN ON THE PLAN HEREWITH

AND SECTION 88B INSTRUMENT

(Add common seal of association and attestation as provided in Approved Form 18).

* Strike out whichever is inapplicable.

^ Insert date of resolution



If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 COM2EASE 1

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



7.5.2015

PLAN OF EASEMENT WITHIN
LOT 1 IN DP 270800

DP1207744

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:

Date of Endorsement:

Executed for and on behalf of
Ausgrid ABN 67 505 337 385 by its duly
constituted Attorney pursuant to 4677 675
Power of Attorney registered Book 4641 No 639
in the presence of:)

E. A. Haran.

Signature of Witness

Eleanor Anne Haran

Name of Witness
(please print)

[Signature]

Signature of Attorney

Michael McHugh.
Name of Attorney

Manager - Property & Fleet

570 George Street
Sydney NSW 2000

Address of Witness

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 COM2EASE 1

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

(Sheet 1 of 4 sheets)

Plan: DP1207744

Plan of Easement within Lot 1 in DP270800

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

Community Association Deposited Plan 270800

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á 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	Right of Carriageway 1.75 Wide and Variable Width (A)	1/DP270800	Ausgrid ABN 67 505 337 385


Part 2 (Terms)

1. Terms of Right of Carriageway 1.75 Wide and Variable Width (A) numbered 1 in the plan.

A right of carriageway is created on the terms of Schedule 4A Part 1 of the *Conveyancing Act 1919* together with the right to park vehicles upon the right of carriageway.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 1 in the plan.

Ausgrid ABN 67 505 337 385.


E.A. Haran

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


(Sheet 2 of 4 sheets)


Plan: **DP1207744**

Plan of Easement within Lot 1 in DP270800

Full name and address
of the owner of the Land:

Community Association Deposited Plan 270800



Executed for and on behalf of)
Ausgrid ABN 67 505 337 385 by its duly)
constituted Attorney pursuant to 4677 689)
Power of Attorney registered Book 4641 No 639)
in the presence of:)


.....
Signature of Witness

.....
Name of Witness (please print)

570 George Street
Sydney NSW 2000

.....
Address of Witness


.....
Signature of Attorney

.....
Name of Attorney

Manager - Property & Fleet

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

(Sheet 3 of 4 sheets)

Plan: **DP1207744**

Plan of Easement within Lot 1 in DP270800

Full name and address
of the owner of the Land:

Community Association Deposited Plan 270800

Approved Form 18
Community Land Development Act
Attestation

The common seal of the *Community/*Precinct/*Neighbourhood Association Deposited Plan No.
270800 was affixed hereto on ^{23 March 2015} in the presence of

TREVOR BRIGHT and

Signature(s).....

being the person(s) authorised by section 8 Community Land Management Act 1989 to attest to the
affixing of the seal.

* Strike out if inapplicable

^ Insert date of affixing

Insert name(s)



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

(Sheet 4 of 4 sheets)

Plan: **DP1207744**

Plan of Easement within Lot 1 in DP270800

Full name and address
of the owner of the Land:

Community Association Deposited Plan 270800

Approved Form 21
Community Land Development Act 1989

Certificate of Association

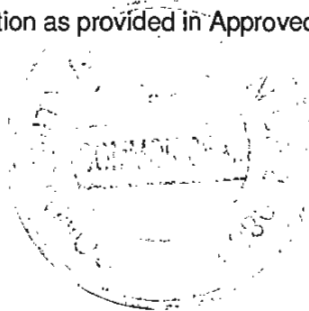
Consenting To Documents Affecting The Scheme

The ~~*Community/*Precinct/*Neighbourhood Association~~ Deposited Plan No. 270800 certifies that on ^{18 February 2015} it passed a unanimous resolution consenting to the: Plan of Easement within Lot 1 DP 270800 shown on the plan herewith and Section 88B Instrument

(Add common seal of association and attestation as provided in Approved Form 18)

* Strike out if inapplicable

^ Insert date of resolution

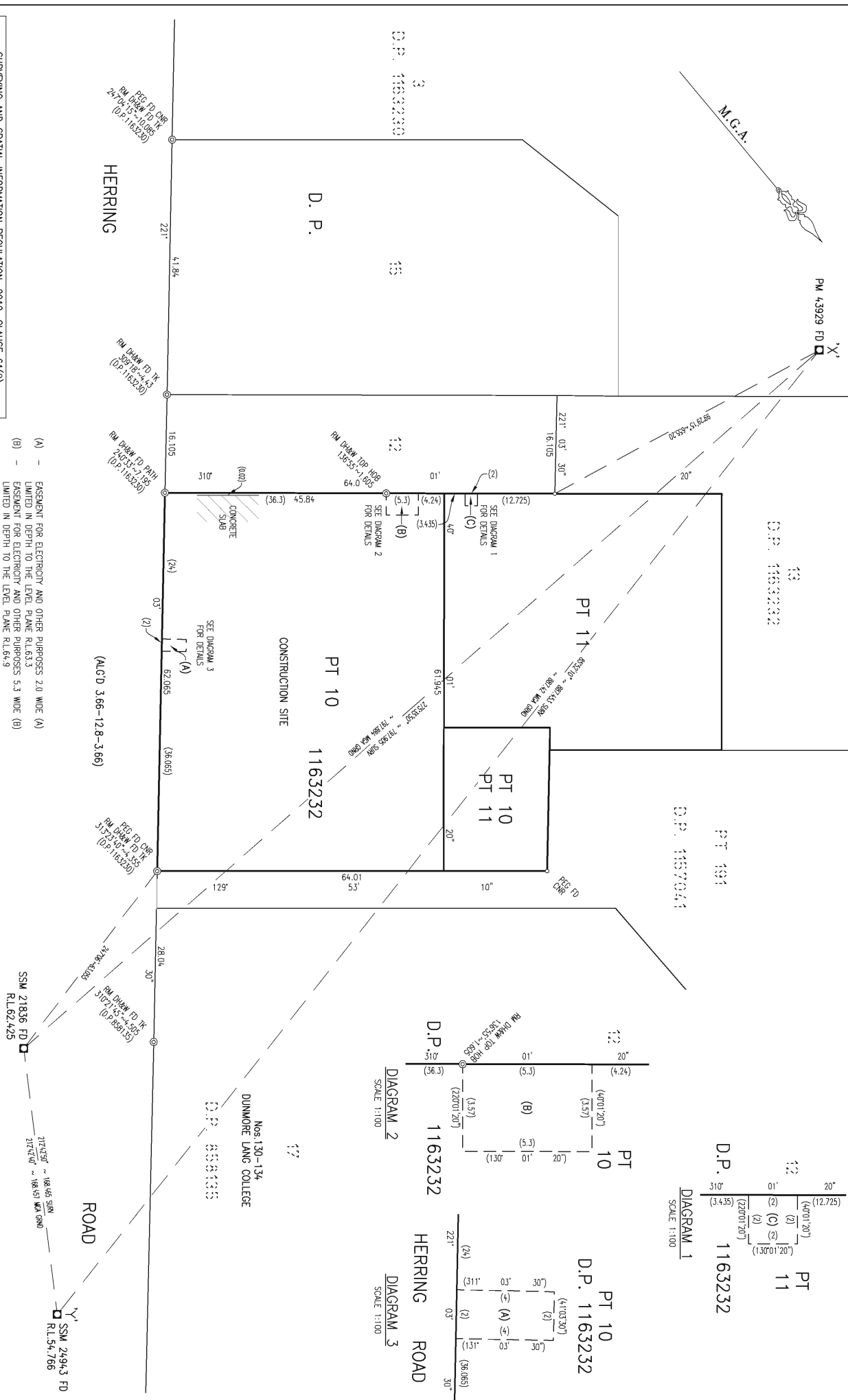


12259514/1
Macquarie Park
(Ausgrid Easement Plan)

REGISTERED



7.5.2015



SURVEYING AND SPATIAL INFORMATION REGULATION, 2012: CLAUSE 61(2)

MGA CO-ORDINATES

MARK	EST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER
SSM 21.836	325	640.208	6	260	788.047	56	B	2
SSM 24.943	325	731.239	6	260	929.782	56	B	2
PL 4.3929	324	846.159	6	260	865.865	56	B	2

COMBINED SCALE FACTOR 0.999961

ORIGIN OF LEVELS: SSM 21836 R.L.62.425 (A.H.D.)

- (A) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.0 WIDE (A) LIMITED IN DEPTH TO THE LEVEL PLANE R.L.63.3
- (B) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (B) LIMITED IN DEPTH TO THE LEVEL PLANE R.L.64.9
- (C) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.0 WIDE (C) LIMITED IN DEPTH TO THE LEVEL PLANE R.L.64.9

Surveyor: KARL ROBERTSON Date of Survey: 7/6/13 Surveyor's Ref: 110914 EASE	PLAN OF EASEMENTS WITHIN LOTS 10 & 11 D.P.1165232
---	--

LGA:	RYDE
Locality:	MACQUARIE PARK
Subdivision No:	—
Lengths are in metres.	Reduction Ratio 1:4000

REGISTERED
19.11.2013

DP 1190543	
------------	--

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:  19.11.2013

Title System: TORRENS

Purpose: EASEMENT

DP 1190543

PLAN OF EASEMENTS WITHIN LOTS 10 &
11 D.P.1163232

LGA: RYDE

Locality: MACQUARIE PARK

Parish: HUNTERS HILL

County: CUMBERLAND

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:

Surveying Certificate


I, KARL ROBERTSON.....

of Denny Linker & Co. Level 5, 17 Randle St Surry Hills NSW 2010
a surveyor registered under the *Surveying and Spatial Information
Act 2002*, certify that

*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation, 2012, is accurate
and the survey was completed on: 7/6/13.....

~~*(b) The part of the land shown in the plan (being/*excluding^.....
.....)
was surveyed in accordance with the Surveying and Spatial
Information Regulation 2012, is accurate and the survey was
completed on, the part not surveyed was
compiled in accordance with that Regulation.~~

~~*(c) The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.~~

Signature:  Dated: 3/7/2013

Surveyor ID: 7835.....

Datum Line: 'X' - 'Y'.....

Type: *Urban/*~~Rural~~

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

*Strike through if inapplicable.

*Specify the land actually surveyed or specify any land shown in the plan that is not
the subject of the survey.

Subdivision Certificate

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

Signature:

Accreditation no:

Consent/Authority:

Date of Endorsement:

Subdivision Certificate no:

File no:

*Strike through if inapplicable

STATEMENTS of intention to dedicate public roads, public reserves and
drainage easements

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

D.P.'s:
1163232
1157041
858135
1163230

If space is insufficient continue on PLAN FORM 6A

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

SURVEYORS REFERENCE: 110914 EASE

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  19.11.2013

PLAN OF EASEMENTS WITHIN LOTS 10 &
11 D.P.1163232

DP 1190543

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:

Date of Endorsement:

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

1. EASEMENT FOR ELECTRICITY AND OTHER
PURPOSES 2.0 WIDE (A) (LIMITED IN STRATUM)
2. EASEMENT FOR ELECTRICITY AND OTHER
PURPOSES 5.3 WIDE (B) (LIMITED IN STRATUM)
3. EASEMENT FOR ELECTRICITY AND OTHER
PURPOSES 2.0 WIDE (C) (LIMITED IN STRATUM)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 EASE

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:  19.11.2013

PLAN OF EASEMENTS WITHIN LOTS 10 &
11 D.P.1163232

DP 1190543

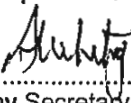
This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:

Date of Endorsement:

Executed by Herring Rd Properties)
Pty Ltd ABN 27 086 726 678)
in accordance with section 127
of the Corporations Act:


.....
Company Secretary/Director

ADRIAN PAUL WHITING
.....
Name of Company Secretary/Director
(print)


.....
Director

ALLAN BOYD VIDOR
.....
Name of Director (print)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 EASE

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Office Use Only

Office Use Only

Registered: 19.11.2013



PLAN OF EASEMENTS WITHIN LOTS 10 &
11 D.P.1163232

DP 1190543

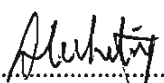
This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

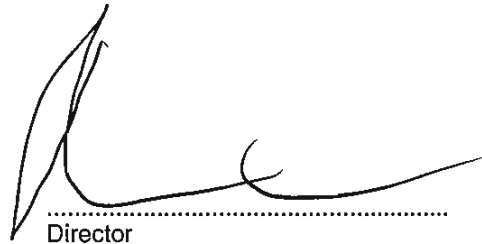
Subdivision Certificate No:

Date of Endorsement:

Executed by Toga Pty.Ltd. ABN)
27 000 926 947)
in accordance with section 127
of the Corporations Act:

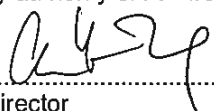

.....
Company Secretary/Director

ADRIAN PAUL WHITING
.....
Name of Company Secretary/Director
(print)

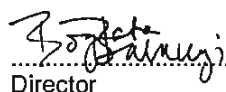

.....
Director

ALLAN BOYD VIDOR
.....
Name of Director (print)

Executed by Ayers Holdings B.V.)
by authority of its directors:)


.....
Director

CHAE YEN TANG
.....
Name of Director (print)



.....
Director

B. BARANYI
.....
Name of Director (print)

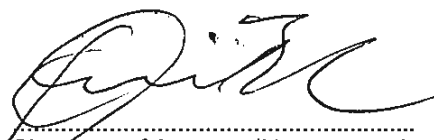
Signed sealed and delivered for and)
on behalf of National Australia Bank)
Limited by its duly appointed attorney)
pursuant to Power of Attorney)

registered : Book 4512 No 39

dated: 1 MARCH 2007
in the presence of:


.....
Signature of Witness
Robert Resch
.....
Name of Witness (print)

Level 27, 255 George St
.....
Address of Witness (print)


.....
Signature of Attorney (I have no notice
of revocation of the power of attorney
under which I sign this document)

OLIVER BENT
.....
Name of Attorney (print)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 EASE

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:  19.11.2013

PLAN OF EASEMENTS WITHIN LOTS 10 &
11 D.P.1163232

DP 1190543

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:

Date of Endorsement:

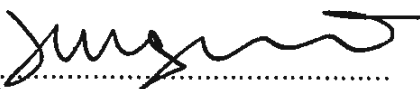
Executed for and on behalf of)
Ausgrid ABN 67 505 337 385 by its duly)
constituted Attorney pursuant to)
Power of Attorney registered Book 4641 No 639)
in the presence of:)


.....
Signature of Witness

KATHRYN RAYNER
.....
Name of Witness (please print)

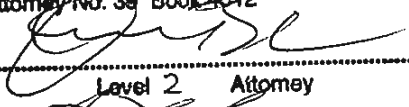

570 George Street
Sydney NSW 2000

.....
Address of Witness


.....
Signature of Attorney

TREVOR ARMSTRONG
.....
Name of Attorney

Mortgagee under Mortgage No. AH20261
Signed at SYDNEY this 1ST day of
OCTOBER 2013 for National
Australia Bank Limited ABN 12 004 044 937
by OLIVER BENT
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


.....
Level 2 Attorney

.....
Witness/Bank Officer

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 EASE

ePlan

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

(Sheet 1 of 5 sheets)

Plan: **DP 1190543**

Plan of Easements for Electricity and Other Purposes within Lot 10 in DP1163232 and Lot 11 in DP1163232

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

Herring Rd Properties Pty Limited ACN 086 726 678 of
Level 5, 45 Jones Street, Ultimo, New South Wales 2007

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 Electricity and Other Purposes 2.0 Wide (A) (Limited in Stratum)	10/DP1163232	Ausgrid ABN 67 505 337 385
2	Easement for Electricity and Other Purposes 5.3 Wide (B) (Limited in Stratum)	10/DP1163232	Ausgrid ABN 67 505 337 385
3	Easement for Electricity and Other Purposes 2.0 Wide (C) (Limited in Stratum)	11/DP1163232	Ausgrid ABN 67 505 337 385

Part 2 (Terms)

1. Terms of Easement for Electricity and Other Purposes 2.0 Wide (A) (Limited in Stratum) numbered 1 in the plan.

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.

Ausgrid ABN 67 505 337 385.

ePlan

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

(Sheet 2 of 5 sheets)

Plan: DP 1190543

Plan of Easements for Electricity and Other Purposes within Lot 10 in DP1163232 and Lot 11 in DP1163232

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

Herring Rd Properties Pty Limited ACN 086 726 678 of
Level 5, 45 Jones Street, Ultimo, New South Wales
2007

**2. Terms of Easement for Electricity and Other Purposes 5.3 Wide (B) (Limited in Stratum)
numbered 2 in the plan.**

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 1 in the plan.

Ausgrid ABN 67 505 337 385.

**3. Terms of Easement for Electricity and Other Purposes 2.0 Wide (C) (Limited in Stratum)
numbered 3 in the plan.**

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 3 in the plan.

Ausgrid ABN 67 505 337 385.

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

(Sheet 3 of 5 sheets)

Plan: **DP 1190543**

Plan of Easements for Electricity and Other Purposes
within Lot 10 in DP1163232 and Lot 11 in DP1163232

Full name and address
of the owner of the Land:

Herring Rd Properties Pty Limited ACN 086 726 678 of
Level 5, 45 Jones Street, Ultimo, New South Wales
2007

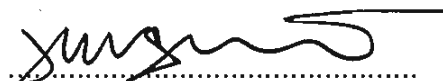
Executed for and on behalf of)
Ausgrid ABN 67 505 337 385 by its duly)
constituted Attorney pursuant to)
Power of Attorney registered Book 4641 No 639)
in the presence of:)


.....
Signature of Witness

KATHRYN RAYNER
.....
Name of Witness (please print)

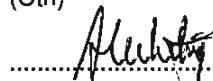
570 George Street
Sydney NSW 2000

.....
Address of Witness



.....
Signature of Attorney

TREVOR ARMSTRONG
.....
Name of Attorney

Executed by Herring Rd Properties Pty)
Limited ACN 086 726 678 in accordance with)
section 127(1) of the Corporations Act 2001)
(Cth)


.....
Company Secretary/Director

ADRIAN PAUL WHITING
.....
Name of Company Secretary/Director (print)


.....
Director **ALAN BOYD VIDOR...**

ALAN VIDOR
.....
Name of Director (print)

ePlan

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

(Sheet 4 of 5 sheets)

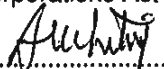
Plan: **DP 1190543**

Plan of Easements for Electricity and Other Purposes
within Lot 10 in DP1163232 and Lot 11 in DP1163232

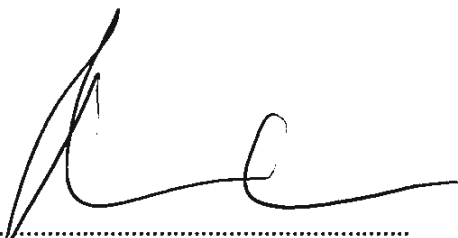
Full name and address
of the owner of the Land:

Herring Rd Properties Pty Limited ACN 086 726 678 of
Level 5, 45 Jones Street, Ultimo, New South Wales
2007

Executed by Toga Pty Limited ACN 000 926)
947 as mortgagee under registered mortgage)
AH92788 in accordance with section 127(1) of)
the Corporations Act 2001 (Cth))



.....
Company Secretary/Director
ADRIAN PAUL WHITING

.....
Name of Company Secretary/Director (print)


.....
Director **ALLAN BOYD VIDOR**

.....
Name of Director (print)

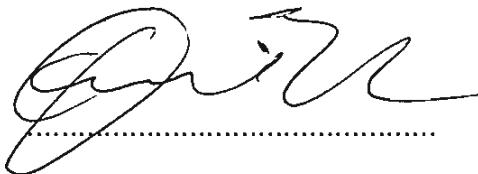
Executed for and on behalf of)
National Australia Bank Limited)
ACN 004 044 937 as mortgagee under)
registered Mortgage AH20261 by)
its duly constituted Attorney pursuant to)
Power of Attorney registered Book No 439)
in the presence of: 4512)


.....
Signature of Witness
ROBERT RESCH
ANALYST

.....
Name of Witness (please print)

Level 22, 255 George St, Sydney

Address of Witness


.....
Signature of Attorney
OLIVER BENT.

.....
Name of Attorney

ePlan

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

(Sheet 5 of 5 sheets)

Plan: **DP 1190543**

Plan of Easements for Electricity and Other Purposes
within Lot 10 in DP1163232 and Lot 11 in DP1163232

Full name and address
of the owner of the Land:

Herring Rd Properties Pty Limited ACN 086 726 678 of
Level 5, 45 Jones Street, Ultimo, New South Wales
2007

*Executed by Ayers Holdings B.V. as
mortgagee under registered mortgage
AH 92789 by authority of its directors:*

~~Executed for and on behalf of~~
Ayers Holdings B. V. as mortgagee under
registered Mortgage AH92789 by
its duly constituted Attorney pursuant to
Power of Attorney registered Book No
in the presence of:

[Signature]

[Signature]

Director

Director

CHAE YEN TANG

B. BARANYI

Name of Director

Name of Director

Signature of Witness

Signature of Attorney

Name of Witness (please print)

Name of Attorney

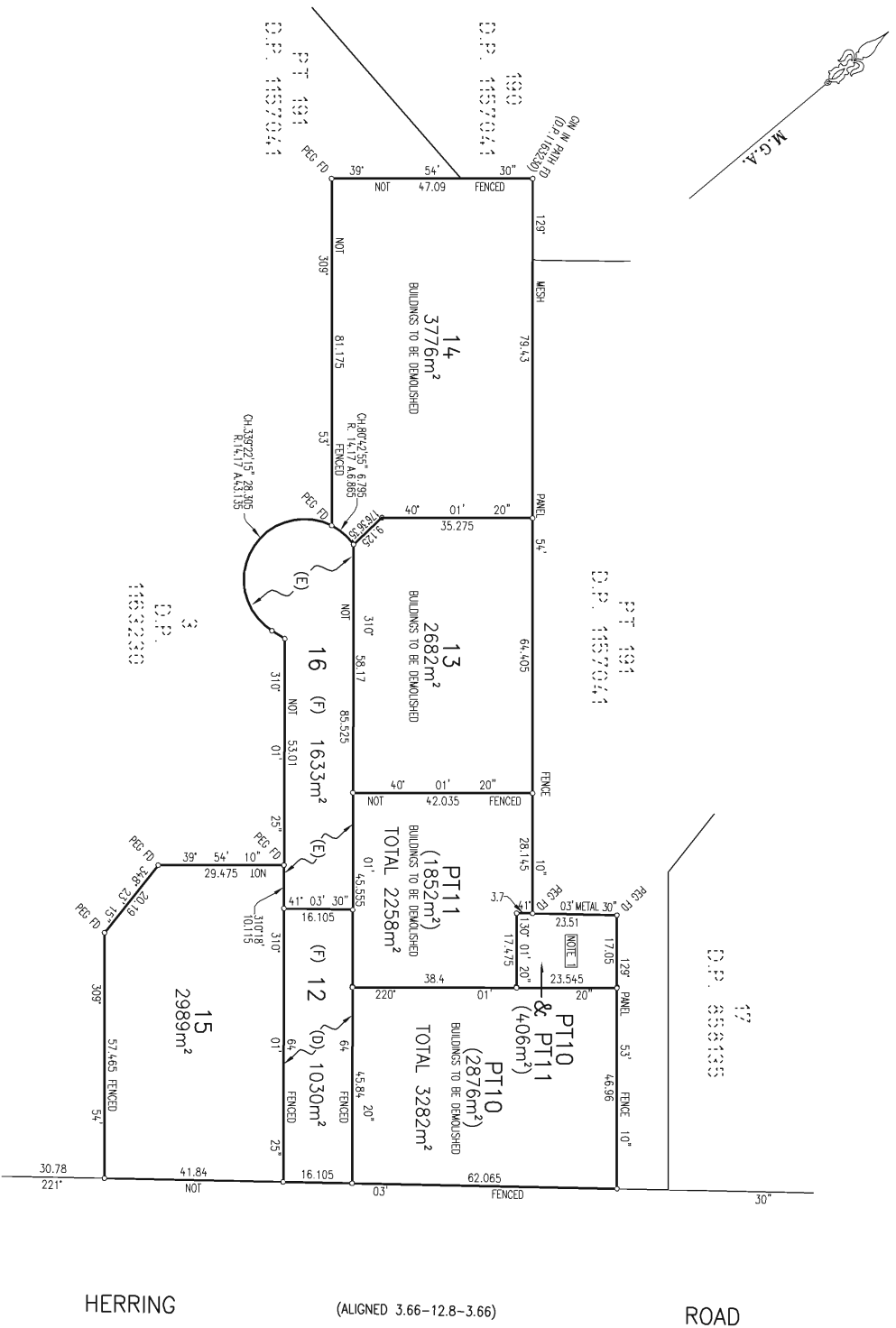
Address of Witness

REGISTERED



19.11.2013

DP1163232



- (D) - RIGHT OF CARRIAGEWAY 16.105 WIDE (NDE D.P.1163230)
- (E) - RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (F) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH

NOTE 1

PT LOT 11 IS LIMITED IN HEIGHT TO R.L. 65.3 AND UNLIMITED IN DEPTH
PT LOT 10 IS LIMITED IN DEPTH TO R.L. 65.3 AND UNLIMITED IN HEIGHT

DIAGRAM 2

Surveyor: MARK JOHN ANDREW Date of Survey: 6/10/2011- 20/08/2012 Surveyor's Ref: 110914, SUB LOTS 1&2	PLAN OF SUBDIVISION OF LOTS 1 & 2 D.P.1163230	LGA: RYDE Locality: MACQUARIE PARK Subdivision No: 146 Lengths are in metres Reduction Ratio 1: 750(42)	REGISTERED 5-2-2013	DP1163232
---	--	--	------------------------	-----------

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (E)
2. EASEMENT FOR SERVICES 16.105 AND VARIABLE WIDTH (F)

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

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the ellocation of the land shown
herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

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

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

[Signature]


* Authorised Person/General Manager/Accredited Certifier

Consent Authority: PATRICK GERARD McNAMARA
Date of Endorsement: 12TH DECEMBER 2012
Accreditation no: RPB 0264
Subdivision Certificate no: 146
File no: 775 B1. SC. 02

* Delete whichever is inapplicable.



DP1163232 S

Registered:  5-2-2013
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 1 & 2
D.P.1163230

LGA: RYDE
Locality: ~~MARSFIELD~~ MACQUARIE PARK
Parish: HUNTERS HILL
County: CUMBERLAND

Surveying and Spatial Information Regulation, 2006

I, MARK JOHN ANDREW
of DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS. 2010
a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has
been made in accordance with the *Surveying and Spatial Information Regulation, 2006* and was completed
on: 6/10/2011 - 20/08/2012
The survey relates to
LOTS 10-16 INCLUSIVE

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

Signature *M. S. [Signature]* Dated: 30/8/2012
Surveyor registered under the *Surveying and Spatial Information Act, 2002*

Datum Line: 'X' - 'Y'
Type: Urban/Rural

Plans used in the preparation of survey/compilation

D.P.213100	D.P.780314
D.P.346835	D.P.876482
D.P.368446	D.P.1107965
D.P.568735	D.P.1157041
D.P.748174	D.P.1163230

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: 110914 SUB
LOTS 1&2

* OFFICE USE ONLY

LOCALITY AMENDED IN LPI AT SURVEYOR'S REQUEST 4.2.2013

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOTS 1 & 2
D.P.1163230

DP1163232

Registered:



5-2-2013

* OFFICE USE ONLY

Subdivision Certificate No.: 146

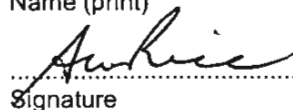
Date of Endorsement: 12-12-12

Executed by The Baptist Union of New
New South Wales ABN 24 941 624 663)
in accordance with the Baptist Union
Incorporation Act 1919


Signature


Member of Assembly Council
Position

June Marlon HEINRICH
Name (print)


Signature

Chair, Assembly Council
Position


Alan William RICE
Name (print)


Signature

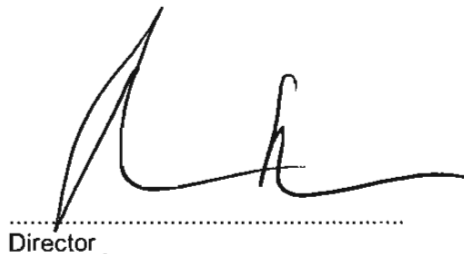
Member of Assembly Council
Position

ALAN W. KELSHAW
Name (print)

Executed by Herring Rd Properties)
Pty Ltd ABN 27 086 726 678)
in accordance with section 127 of the
Corporations Act:


Company Secretary/Director

Alan Whitling
Name of Company Secretary/Director
(print)


Director

Alan Vrdor
Name of Director (print)

SURVEYORS REFERENCE: 110914 SUB
LOTS 1&2

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOTS 1 & 2
D.P.1163230

DP1163232

Registered:



5-2-2013

* OFFICE USE ONLY

Subdivision Certificate No.: **146**

Date of Endorsement: **12-12-12**

**Executed by Toga Pty.Ltd. ABN)
27 000 926 947)**
in accordance with section 127
of the Corporations Act:

.....
Company Secretary/Director

.....
Name of Company Secretary/Director
(print)

.....
Director

.....
Name of Director (print)

**Executed by Ayers Holdings B.V.)
by authority of its directors:)**

.....
Director

.....
Chae Yen Tang

.....
Name of Director (print)

.....
Director

.....
Name of Director (print)

**Signed sealed and delivered for and)
on behalf of National Australia Bank)
Limited by its duly appointed attorney)
pursuant to Power of Attorney)**

registered :

dated:
in the presence of:

.....
Signature of Witness

.....
Name of Witness (print)

.....
Address of Witness (print)

.....
Signature of Attorney (I have no notice
of revocation of the power of attorney
under which I sign this document)

.....
Name of Attorney (print)

**SURVEYORS REFERENCE: 110914 SUB
LOTS 1&2**

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOTS 1 & 2
D.P.1163230

DP1163232

Registered:



5-2-2013

* OFFICE USE ONLY

Subdivision Certificate No.: 146

Date of Endorsement:

12-12-12

Mortgagee under Mortgage No. AH20261
Signed at SYDNEY this 29th day of
NOVEMBER 2012 for National
Australia Bank Limited ABN 12 004 044 937
by OLIVER BENT
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level 2 Attorney

Witness/Bank Officer EVAN TANG
255 GEORGE ST, SYDNEY

SURVEYORS REFERENCE: 110914 SUB
LOTS 1&2

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

(Sheet 1 of 9 sheets)



DP1163232 B

Plan of Subdivision of Lots 1 & 2 in DP1163230 covered by Subdivision Certificate No. 146

Full name and address of the owner of the land: The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

Herring Rd Properties Pty Ltd ABN 27 086 726 678
Level 5, 45 Jones Street
ULTIMO NSW 2007

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway Variable Width (E)	16	10, 11, 12, 13, 14, 15 and 3/1163230
2	Easement for Services 16.105 and Variable Width (F)	12 16	10, 11, 13, 14 and 15 10, 11, 12, 13, 14 and 15

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

(Sheet 2 of 9 sheets)

Plan:
DP1163232

Plan of Subdivision of Lots 1 & 2 in DP1163230 covered by Subdivision Certificate No. 146

Full name and address of the owner of the land:

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

Herring Rd Properties Pty Ltd ABN 27 086 726 678
Level 5, 45 Jones Street
ULTIMO NSW 2007

Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

Act means the Conveyancing Act 1919.

Authority means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

Authorised User means any person authorised by the Grantee and includes:

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority, the officers, servants, agents and workmen of the Authority and any other person authorised by the Authority to exercise its rights or comply with its obligations under this Instrument.

Council means City of Ryde Council or its successor.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of an Easement.

Freehold Act means the *Strata Schemes (Freehold Development) Act 1973* (NSW).



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

(Sheet 3 of 9 sheets)

Plan:

DP1163232

Plan of Subdivision of Lots 1 & 2 in DP1163230 covered by Subdivision Certificate No. 146

Full name and address of the owner of the land:

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

Herring Rd Properties Pty Ltd ABN 27 086 726 678
Level 5, 45 Jones Street
ULTIMO NSW 2007

Grantee means:

- (a) the registered proprietor of a Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this s88B instrument.

Lot Benefited means the whole or any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of an Easement.

Owners Corporation means an owners corporation created on registration of a Strata Plan.

Plan means the plan to which this Instrument relates.

Strata Plan means a strata plan registered under the Freehold Act.

Strata Scheme means a strata scheme created on registration of a Strata Plan.

1. Terms of Right of Carriageway Variable Width (E) numbered 1 in the Plan.

- 1.1 A right of carriageway as defined in and the subject of Part 1, Schedule 8 of the Act as if the right of carriageway was created under that section of the Act.
- 1.2 The Grantee must at all times act, and procure that its Authorised Users must at all times act, in accordance with the reasonable directions of the Grantor and in accordance with the terms of any construction management plan which the Grantor has adopted for any part of the development on the Lots Burdened or Lots Benefited.



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

(Sheet 4 of 9 sheets)

Plan:

DP1163232

**Plan of Subdivision of Lots 1 & 2 in DP1163230 covered
by Subdivision Certificate No. 146**

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

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

Herring Rd Properties Pty Ltd ABN 27 086 726 678
Level 5, 45 Jones Street
ULTIMO NSW 2007

-
- 1.3 The rights under this Easement terminate on the date that part of the Lot Burdened containing the easement site (**Easement Site**) is dedicated to, transferred to, or vested in an Authority, as a public road and on and from that date this Easement is extinguished without further assurance.
- 1.4 If that part the Lot Burdened containing the Easement Site is dedicated or transferred to, or vested in an Authority as a public road, the Grantor and Grantee must do all things necessary to satisfy any requirements of the relevant Authority relating to this dedication, transfer or vesting of this Easement including the variation or release of this Easement.
- 2. Terms of Easement for Services 16.105 and Variable Width (F) numbered 2 in the Plan**
- 2.1 An easement for services as defined in and the subject of Part 11, Schedule 8 of the Act as if the easement for services was created under that section of the Act.
- 2.2 The rights under this Easement terminate on the date that part of the Lot Burdened containing the easement site (**Easement Site**) is dedicated to, transferred to, or vested in an Authority, as a public road and on and from that date this Easement is extinguished without further assurance.
- 2.3 If that part the Lot Burdened containing the Easement Site is dedicated or transferred to, or vested in an Authority as a public road, the Grantor and Grantee must do all things necessary to satisfy any requirements of the relevant Authority relating to this dedication, transfer or vesting of this Easement including the variation or release of this Easement.



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

(Sheet 5 of 9 sheets)

Plan:

DP1163232


**Plan of Subdivision of Lots 1 & 2 in DP1163230 covered
by Subdivision Certificate No. 146**

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

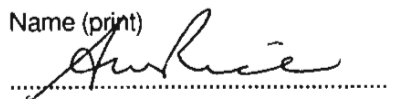
The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

Herring Rd Properties Pty Ltd ABN 27 086 726 678
Level 5, 45 Jones Street
ULTIMO NSW 2007

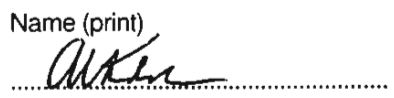
Executed by **The Baptist Union of New**)
South Wales ABN 24 941 624 663 in
accordance with the Baptist Union)
Incorporation Act 1919


.....
Signature
June Marion HEINRICH
.....

Member of Assembly Council
.....
Position

Name (print)

.....
Signature
Alan William RICE
.....

Chair, Assembly Council
.....
Position

Name (print)

.....
Signature
ALANE KELDASHAW
.....

Member of Assembly Council
.....
Position

Name (print)



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

(Sheet 6 of 9 sheets)

Plan:

DP1163232

**Plan of Subdivision of Lots 1 & 2 in DP1163230 covered
by Subdivision Certificate No. 146**

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

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

Herring Rd Properties Pty Ltd ABN 27 086 726 678
Level 5, 45 Jones Street
ULTIMO NSW 2007

Executed by Herring Rd Properties)
Pty Ltd ABN 27 086 726 678 in)
accordance with section 127 of the
Corporations Act:

.....
Company Secretary/Director

.....
Name of Company Secretary/Director
(print)

.....
Director

.....
Name of Director (print)

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

(Sheet 7 of 9 sheets)

Plan:

DP1163232

Plan of Subdivision of Lots 1 & 2 in DP1163230 covered
by Subdivision Certificate No. 146

Full name and address of the
owner of the land:

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

Herring Rd Properties Pty Ltd ABN 27 086 726 678
Level 5, 45 Jones Street
ULTIMO NSW 2007

Executed by Toga Pty.Ltd. ABN 27)
000 926 947 in accordance with section)
127 of the Corporations Act:

.....
Company Secretary/Director

.....
Name of Company Secretary/Director
(print)

.....
Director

.....
Name of Director (print)

Adrian Paul Whiting

Adrian Paul Whiting
Secretary

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

(Sheet 8 of 9 sheets)

Plan:

DP1163232

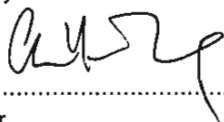
**Plan of Subdivision of Lots 1 & 2 in DP1163230 covered
by Subdivision Certificate No. 146**

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

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

Herring Rd Properties Pty Ltd ABN 27 086 726 678
Level 5, 45 Jones Street
ULTIMO NSW 2007

**Executed by Ayers Holdings B. V. by)
authority of its directors:)**



.....
Director

Chae Yen Tang

.....
Name of Director (print)


.....
Director

E. de Leau
.....
Name of Director (print)

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

(Sheet 9 of 9 sheets)

DP1163232

Plan of Subdivision of Lots 1 & 2 in DP1163230 covered
by Subdivision Certificate No. 146

Full name and address of the
owner of the land:

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

Herring Rd Properties Pty Ltd ABN 27 086 726 678
Level 5, 45 Jones Street
ULTIMO NSW 2007

Signed sealed and delivered for and)
on behalf of **National Australia Bank**)
Limited by its duly appointed attorney)
pursuant to Power of Attorney)
registered)
dated)
in the presence of:

Mortgagee under Mortgage No. AH20261
Signed at SYDNEY this 29TH day of
NOVEMBER 2012 for National
Australia Bank Limited ABN 12 004 044 937
by OLIVER BENT
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level 2 Attorney

Witness/Bank Officer EVAN TANG
255 GEORGE ST, SYDNEY

Signature of Witness

Signature of Attorney (I have no notice
of revocation of the power of attorney
under which I sign this document)

Name of Witness (print)

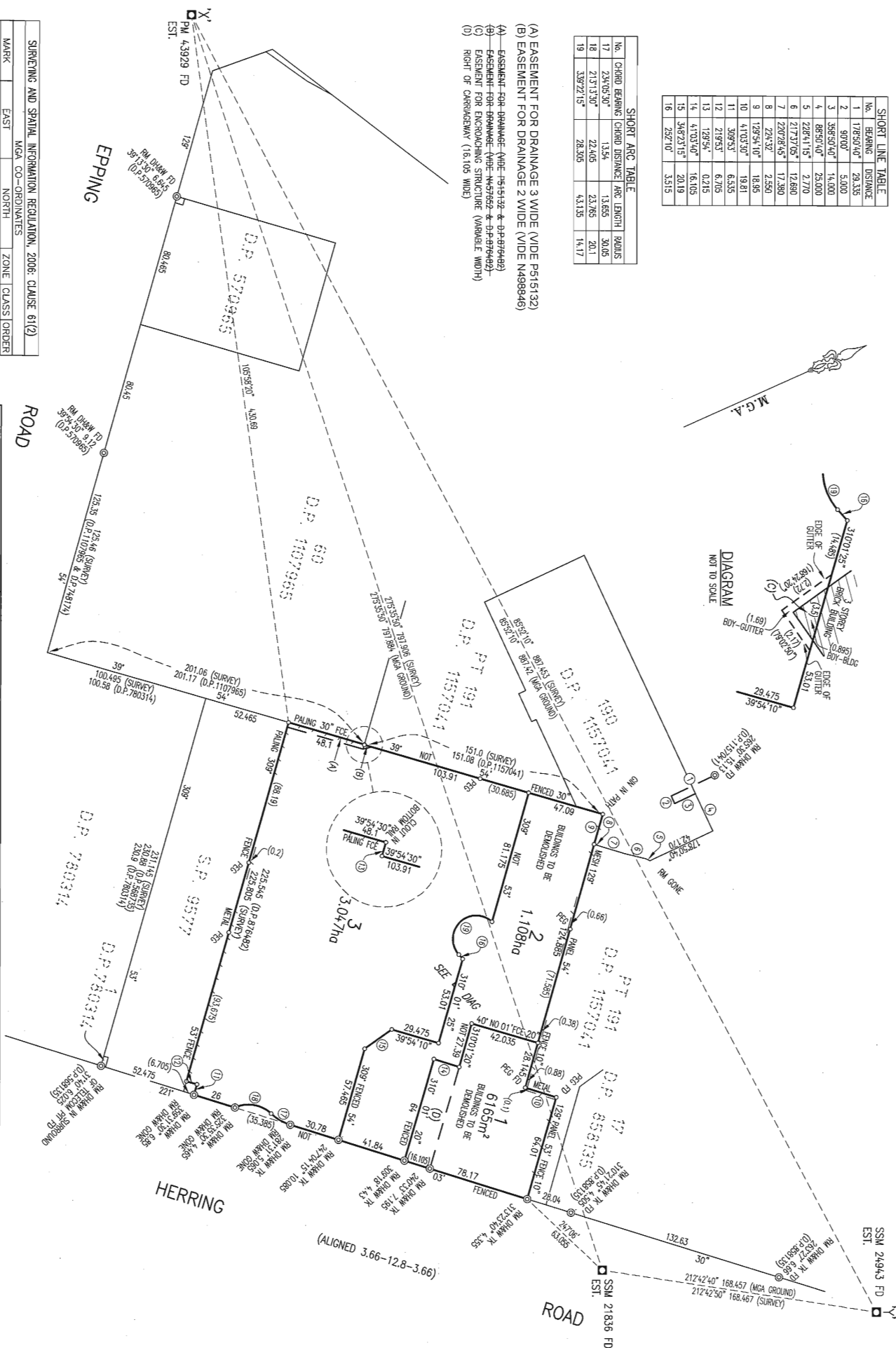
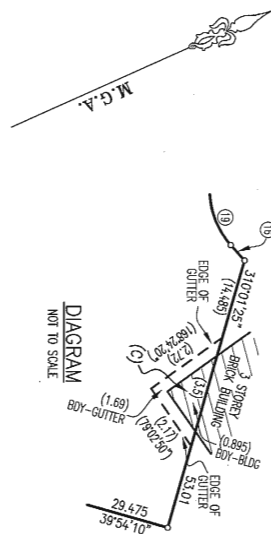
Name of Attorney (print)

Address of Witness (print)

SHORT LINE TABLE		
No.	BEARING	DISTANCE
1	178°50'40"	29.335
2	90°00'	5.000
3	358°50'40"	14.000
4	88°50'40"	23.000
5	228°11'15"	2.710
6	217°33'10"	12.680
7	220°28'45"	17.380
8	224°32'	2.550
9	129°54'10"	18.95
10	41°03'30"	19.81
11	308°53'	6.335
12	219°53'	6.705
13	120°54'	0.215
14	41°03'40"	16.105
15	348°23'15"	20.19
16	252°10'	3.515

SHORT ARC TABLE			
No.	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
17	234°05'30"	13.54	13.655
18	213°13'30"	22.405	23.765
19	339°22'15"	28.305	43.135

- (A) EASEMENT FOR DRAINAGE 3 WIDE (VIDE P5151332)
(B) EASEMENT FOR DRAINAGE 2 WIDE (VIDE N498946
(A) EASEMENT FOR DRAINAGE (VIDE P515132 & D-P-8764B2)
(B) EASEMENT FOR DRAINAGE (VIDE N457652 & D-P-8764B2)
(C) EASEMENT FOR ENCROACHING STRUCTURE (VARIABLE WIDTH)
(D) RIGHT OF CARRIAGEWAY (16,105 WIDE)



MGA CO-ORDINATES				
MARK	EAST	NORTH	ZONE	CLASS ORDER
SSW 21.836	325 640.238	6 260 788.047	56	B 2
SSW 24.943	325 731.238	6 261 929.782	56	B 2
PM 4.9829	324. 846.159	6 260 865.865	56	B 2

SOURCE: MGA COORDINATES ADOPTED FROM SOWIS 4/11/2011
COMBINED SCALE FACTOR 0.999967

Surveyor: MARK JOHN ANDREW
Date of Survey: 6/10/2011
Surveyor's Ref: 110717 SUB

PLAN OF SUBDIVISION OF LOT 1 D.P.876482
AND LOT B D.P.368446

LGA: RYDE
Locality: MARSFIELD
Subdivision No: 133

REGISTERED
13.02.2012



PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH (C)
2. RIGHT OF CARRIAGEWAY 16.105 WIDE (D)
3. RESTRICTION ON THE USE OF LAND

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

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

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

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

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: PATRICK GERARD MCNAMARA

Date of Endorsement: 11.1.12

Accreditation no: SPB 0264

Subdivision Certificate no: 133

File no: 77581 SC 01

* Delete whichever is inapplicable.



DP1163230 S

Registered:  13.02.2012

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1 D.P.876482
AND LOT B D.P.368446

LGA: RYDE

Locality: MARSFIELD

Parish: HUNTERS HILL

County: CUMBERLAND

Surveying and Spatial Information Regulation, 2006

I, MARK JOHN ANDREW
of DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS. 2010
a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying and Spatial Information Regulation, 2006* and was completed
on: 8/10/2011

The survey relates to
LOTS 1, 2 & 3 AND EASEMENT

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

Signature M. S. John Dated: 16/12/2011
Surveyor registered under the *Surveying and Spatial Information Act, 2002*

Datum Line: 'X' - 'Y'

Type: Urban/Rural

Plans used in the preparation of survey/compilation

D.P.213100	D.P.780314
D.P.346835	D.P.876482
D.P.368446	D.P.1107965
D.P.568735	D.P.1157041
D.P.748174	S.P.9577

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: 110717 SUB

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 D.P.876482
AND LOT B D.P.368446

DP1163230

Registered:



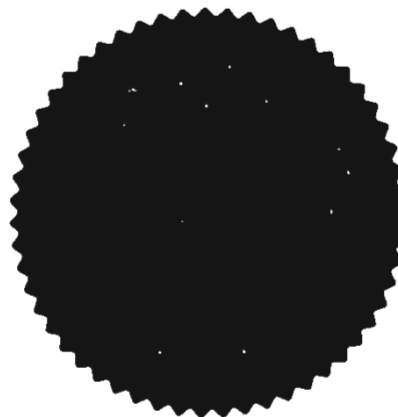
13.02.2012

* OFFICE USE ONLY

Subdivision Certificate No.: 133

Date of Endorsement: 11.1.12

EXECUTED BY THE BAPTIST UNION OF
NEW SOUTH WALES ABN 24 941 624 663
IN ACCORDANCE WITH THE BAPTIST UNION
INCORPORATION ACT 1919



Richard Thomas White
RICHARD THOMAS WHITE
Executive Committee Member

June Marion Heinrich
June Marion Heinrich
Executive Committee Member

Corrinne David Henderson
CORINN DAVID HENDERSON
Executive Committee Member

SURVEYORS REFERENCE: 110717 SUB

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

(Sheet 1 of 5 sheets)



DP1163230 B

Plan of Subdivision of Lot B in DP368446 and Lot 1 in
DP876482 and covered by Subdivision Certificate
No. 133

Full name and address of the owner of the land: The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Encroaching Structure Variable Width (C)	3	2
2	Right of Carriageway 16.105 Wide (D)	1	2, 3
3	Restriction on the Use of Land	1, 2	3

Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

Act means the Conveyancing Act 1919 (NSW).

Authorised User means

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors, licensees and invitees; and

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

(Sheet 2 of 5 sheets)

DP1163230

Plan: **Plan of Subdivision of Lot B in DP368446 and Lot 1 in DP876482 and covered by Subdivision Certificate No. 133**

Full name and address of the owner of the land: The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

-
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Authority means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Claims means all threatened and actual actions, suits, demands, losses, claims, debts, damages, costs and expenses and all liabilities of whatsoever nature.

Council means City of Ryde Council or its successor.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Entity means Baptist Union of New South Wales ABN 24 941 624 663.

Freehold Act means the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.

Grantee means:

- (a) the registered proprietor of a Lot Benefited; and
- (b) an Authority Benefited.

Grantor means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened. Where, at any time, the Grantor is an Authority, it will include such Authority constituted from time to time, its successors, permitted assigns, any administrator of such Authority, any person appointed by or on behalf of the New South Wales Government to replace or administer such Authority and any Minister responsible for such Authority.

Instrument means this s88B instrument.

Lot Benefited means the whole or any part of the lot having the benefit of an Easement.

Lot Burdened means any lot burdened by a restriction on the use of land, positive covenant or an easement created by the Plan and includes:

- (a) each and every part of a Lot Burdened; and



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

(Sheet 3 of 5 sheets)

DP1163230

Plan: **Plan of Subdivision of Lot B in DP368446 and Lot 1 in DP876482 and covered by Subdivision Certificate No. 133**

Full name and address of the owner of the land: The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

(b) each and every lot created hereafter pursuant to each and every subdivision of the Lot Burdened or any part thereof.

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

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Plan means the plan to which this Instrument relates.

Restricted Use means any of the following uses:

- (a) any discriminatory practices against the Baptist Church;
- (b) gambling;
- (c) a hotel, other than accommodation hotel which is of a standard which is at least equivalent to the hotels in the vicinity of the Land known as the Stamford, the Marriott Courtyard and Travelodge (**Approved Hotel**);
- (d) liquor sales other than from an Approved Hotel;
- (e) brothel; or
- (f) unlawful activity of any kind.

Strata Plan means a strata plan registered under the Freehold Act.

1. Terms of Easement for Encroaching Structure Variable Width (C) numbered 1 in the Plan

- 1.1 An easement to permit encroaching structure to remain as defined in and the subject of Part 13, Schedule 8 of the Act as if the easement was created under that section of the Act.

2. Terms of Right of Carriageway 16.105 Wide (D) numbered 2 in the Plan

- 2.1 A right of carriageway as defined in and the subject of Part 1, Schedule 8 of the Act as if the right of carriageway was created under that section of the Act.
- 2.2 The Grantee must at all times act, and procure that its Authorised Users must at all times act, in accordance with the reasonable directions of the Grantor and in accordance with the terms of any



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

(Sheet 4 of 5 sheets)

DP1163230

Plan: Plan of Subdivision of Lot B in DP368446 and Lot 1 in DP876482 and covered by Subdivision Certificate No. 133

Full name and address of the owner of the land: The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

construction management plan which the Grantor has adopted for any part of the development on the Lots Burdened or Lots Benefited.

- 2.3 The rights under this Easement terminate on the date that part of the Lot Burdened containing the easement site (**Easement Site**) is dedicated to, transferred to, or vested in an Authority, as a public road and on and from that date this Easement is extinguished without further assurance.
- 2.4 If that part the Lot Burdened containing the Easement Site is dedicated or transferred to, or vested in an Authority as a public road, the Grantor and Grantee must do all things necessary to satisfy any requirements of the relevant Authority relating to this dedication, transfer or vesting of this Easement including the variation or release of this Easement.
- 3. Terms of Restriction on the Use of Land numbered 3 in the Plan**
- 3.1 The Grantor will not, without written consent of the Entity, use any part of the Lot Burdened, or the building erected thereon, for any Restricted Use nor lease, licence or otherwise part with possession of the Lot Burdened or buildings to a person or body corporate who carries on a Restricted Use or otherwise suffer or permit a person or body corporate to carry on a Restricted Use on the said Lot Burdened or buildings.
- 3.2 The Grantor indemnifies and will keep indemnified the Grantee and its contractors, agents, employees and invitees from and against all Claims suffered or incurred by the Grantee or its contractors, agents, employees and invitees from and against all Claims suffered or incurred by the Grantee or its contractors, agents, employees or invitees which is caused or contributed to by an act, omission, neglect, breach of the conditions of this restriction by the Grantor or its contractors, agents, employees or invitees or any person authorised by the Grantor.
- 3.3 The person by whom and with whose consent this restriction may be released, varied or modified is the Entity, its successors and assigns.



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

(Sheet 5 of 5 sheets)

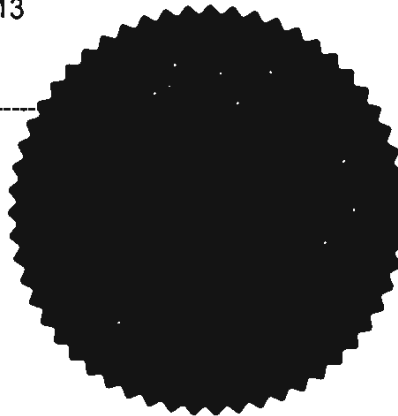
DP1163230

an of Subdivision of Lot B in DP368446 and Lot 1 in
'876482 and covered by Subdivision Certificate
No. 133

Full name and address of the
owner of the land:

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
MACQUARIE PARK NSW 2113

Executed by The Baptist Union of)
New South Wales ABN 24 941 624)
663 in accordance with the Baptist
Union Incorporation Act 1919



Hubbellis

Signature

Hubbellis

Name (print)

Executive Committee Member

Position

J M Heinrich

Signature

June Marion Heinrich

Name (print)

Executive Committee Member

Position

Robert Henderson

Signature

ROBERT DAVID HENDERSON

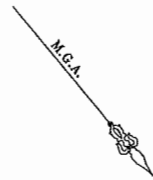
Name (print)

Executive Committee Member

Position

LOCATION PLAN

RR 1:800



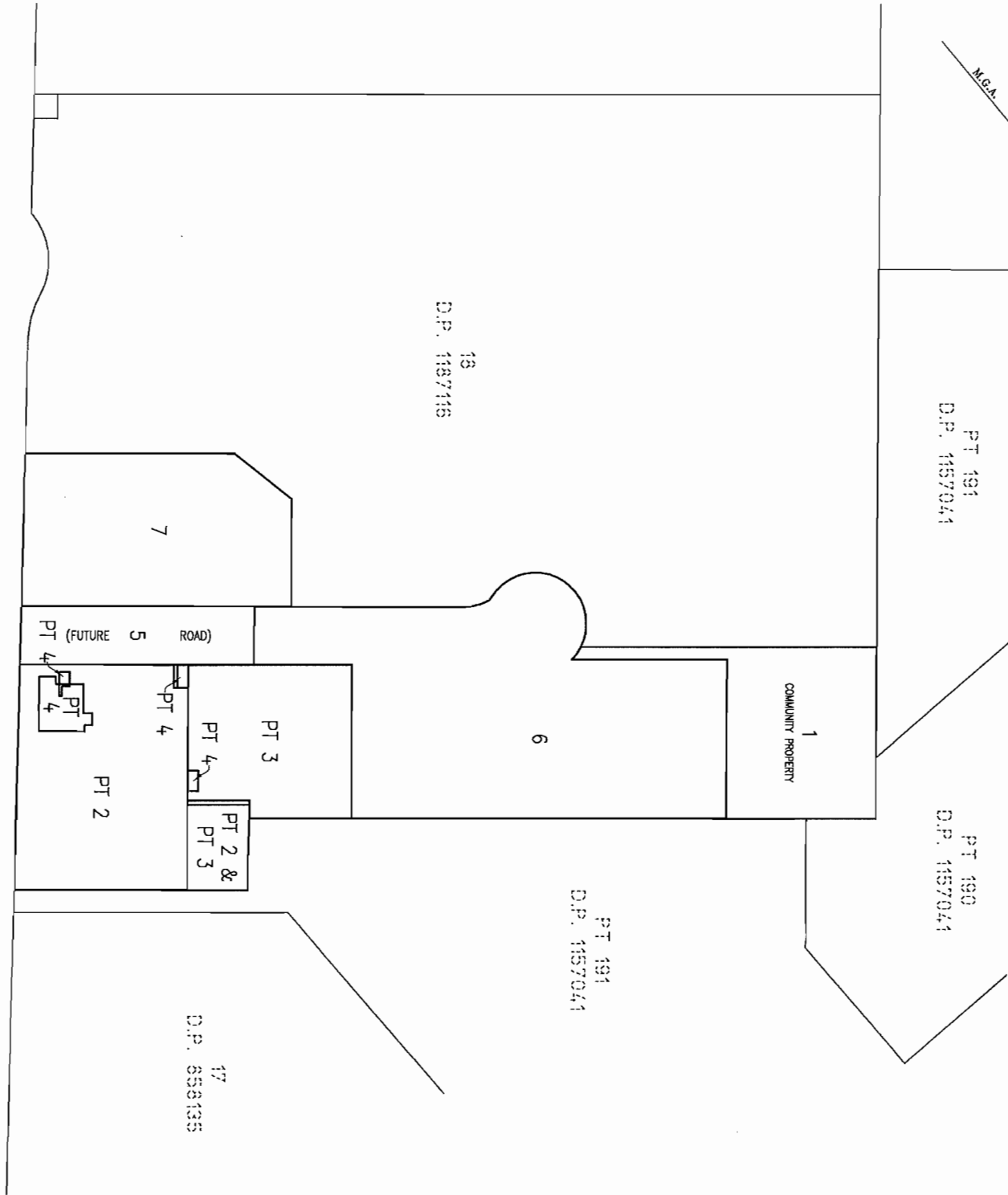
PT 191
D.P. 1157041

PT 190
D.P. 1157041

PT 191
D.P. 1157041

18
D.P. 1157115

17
D.P. 558335



THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW.

SCHEDULE OF CHANGES TO THE SCHEME

LOT No.	DETAILS	SHEET No.
2	SP89124	
3	SP89133	
6	SUBDIVIDED INTO LOTS 8-10	10-19
9	SP90450	
8	SP90453	

Subdivision Certificate No: 162
Date: 1/10/13

Surveyor: KARL ROBERTSON
Surveyor's Ref: 110914 COM1

Registered: 19.12.2013

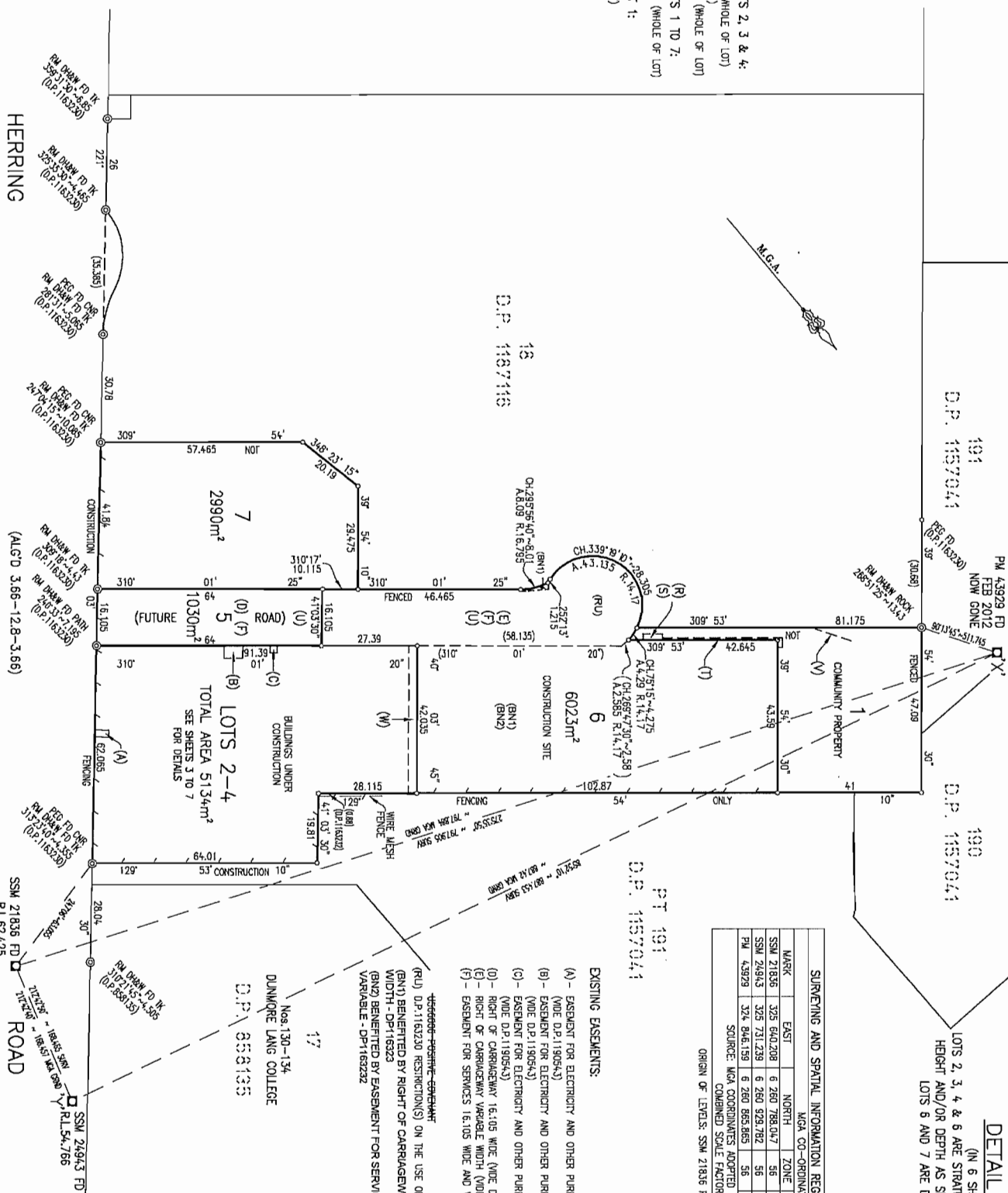
COMMUNITY/REGULATED/NEIGHBOURHOOD PLAN

DP270800 ©

DETAIL PLAN

(IN 6 SHEETS)
 LOTS 2, 3, 4 & 6 ARE STRATUM LOTS PARTLY LIMITED IN
 HEIGHT AND/OR DEPTH AS SHOWN ON SHEETS 3 TO 7
 LOTS 5 AND 7 ARE DEVELOPMENT LOTS

GLOBAL EASEMENTS AFFECTING LOTS 2, 3 & 4:
 EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
 EASEMENT FOR SERVICES (WHOLE OF LOT)
 EASEMENT FOR FIRE STAIRS & PASSAGES (WHOLE OF LOT)
 GLOBAL EASEMENTS AFFECTING LOTS 1 TO 7:
 EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT)
 GLOBAL EASEMENTS AFFECTING LOT 1:
 EASEMENT FOR SERVICES (WHOLE OF LOT)



SURVEYING AND SPATIAL INFORMATION REGULATION, 2012: CLAUSE 6(12)									
MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER	
SSM 21836	325 640.208	6 260 788.047	56	B	2	62.425	LB	12	
SSM 24943	325 731.239	6 260 929.782	56	B	2	54.766	LB	12	
PM 43929	324 846.159	6 260 865.865	56	B	2				

SOURCE: MGA COORDINATES ADOPTED FROM SCRS 7/6/2013
 COMBINED SCALE FACTOR 0.999951

ORIGIN OF LEVELS: SSM 21836 R.L.62.425 (A.U.D.)

EXISTING EASEMENTS:

- (A) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.0 WIDE (A) (LIMITED IN STRATUM) (VUE D.P.1163232)
 (B) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (B) (LIMITED IN STRATUM) (VUE D.P.1163232)
 (C) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.0 WIDE (C) (LIMITED IN STRATUM) (VUE D.P.1163232)
 (D) - RIGHT OF CARRIAGEWAY 16.105 WIDE (VUE D.P.1163232)
 (E) - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (VUE D.P.1163232)
 (F) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (G) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (H) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (I) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (J) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (K) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (L) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (M) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (N) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (O) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (P) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (Q) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (R) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (S) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (T) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (U) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (V) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (W) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (X) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (Y) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)
 (Z) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (VUE D.P.1163232)

D.P. 858135
 DUMMORE LANE COLLEGE

ROAD

- (R) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.735 WIDE (R)
 (S) - EASEMENT FOR SUBSTATION 1.735 WIDE (S)
 (T) - EASEMENT FOR OSD TANK VARIABLE WIDTH (T) LIMITED IN STRATUM
 (U) - EASEMENT TO DRAIN WATER VARIABLE WIDTH (U)
 (V) - EASEMENT FOR DRAINAGE OVER EXISTING LINE OF PIPES (V) (APPROXIMATE POSITION ONLY)
 (W) - EASEMENT FOR ACCESS (PEDESTRIAN AND BICYCLE) 2.5 WIDE (W) LIMITED IN STRATUM

Surveyor: KARL ROBERTSON
 Date of Survey: 13/5/2013
 Surveyor's Ref: 110914.COM1

PLAN OF SUBDIVISION OF LOTS 10 TO 15
 (INCLUSIVE) IN D.P.1163232 AND LOT 17
 IN D.P.1163232

LGA: RIDE
 Locality: MACQUARIE PARK
 Subdivision No: 162
 Lengths are in metres, Reduction Ratio 1: 800(42)

REGISTERED
 19.12.2013

DP270800

DETAIL PLAN (IN 6 SHEETS) BASEMENT LEVEL 3 & BELOW

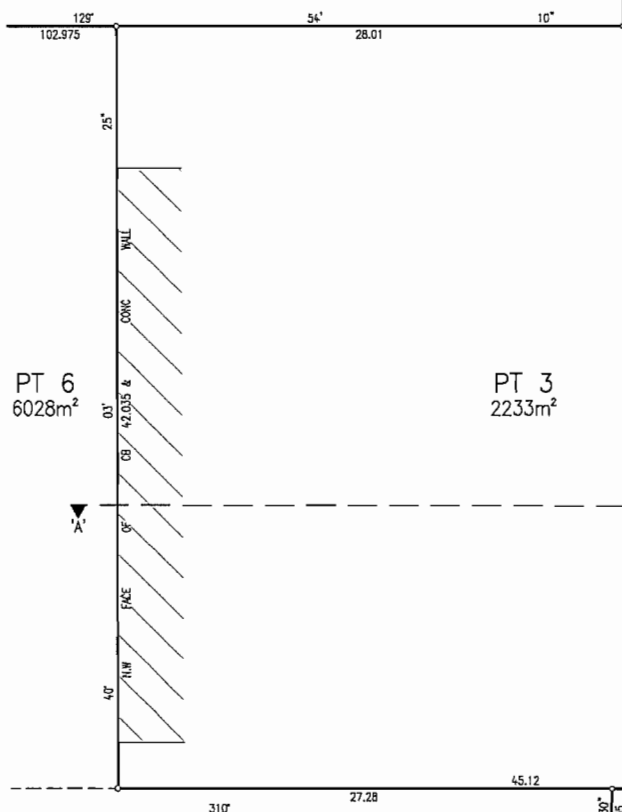
LP - DENOTES LEVEL PLANE AT THE NOTED R.L.
SP - DENOTES SLOPING PLANE

- (X) - EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AS SHOWN ON THIS SHEET AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE LEVEL AND SLOPING PLANES
(Y) - RIGHT OF ACCESS VARIABLE WIDTH (Y) LIMITED IN STRATUM
(Z) - RIGHT TO USE LIFT VARIABLE WIDTH (Z) LIMITED IN STRATUM

No.	BEARING	DISTANCE
1	(130°09')	(5.855)
2	(220°05')	(3.405)
3	(130°07')	(5.155)
4	(220°23')	(2.19)
5	(310°07')	(5)
6	(310°07')	(1.485)
7	(40°05')	(3.945)
8	(310°09')	(4.515)
9	(220°23')	(2.94)
10	(310°10'30")	(5)
11	(40°23')	(2.835)

PT 191
D.P. 1157041

PT 2
2871m²



PT 3
2233m²

PT 4
25.0m²

SEE SHEET 9 FOR SECTIONS 'A'-A' & 'B'-B'

Surveyor: KARL ROBERTSON
Date of Survey: 13/5/2013
Surveyor's Ref: 110914 COM1

PLAN OF SUBDIVISION OF LOTS 10 TO 15
(INCLUSIVE) IN D.P.1163232 AND LOT 17
IN D.P.1187116

LGA: RYDE
Locality: MACQUARIE PARK
Subdivision No: 162
Lengths are in metres, Reduction Ratio 1: 200(A2)

REGISTERED
19.12.2013

DP270800

SP - DENOTES SLOPING PLANE

DETAIL PLAN

(IN 6 SHEETS)

BASEMENT LEVEL 2

NOTE 1

PART OF EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) IS LIMITED IN HEIGHT TO THE LEVEL PLANE R.L.61.3

NOTE 2

PART OF EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) IS LIMITED IN DEPTH TO THE NOTED SLOPING PLANE AND IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE NOTED SLOPING PLANE

No.	BEARING	DISTANCE
12	(130°09')	(5.85)
13	(220°05')	(3.405)
14	(130°07')	(5.155)
15	(220°23')	(2.19)
16	(310°07')	(5)
17	(310°07')	(1.485)
18	(40°05')	(3.945)
19	(310°28')	(4.51)
20	(220°23')	(2.92)
21	(310°10'30")	(5)
22	(40°23')	(2.915)

PT 191
D.P. 1157041

PT 2
2877m²

PT 6
6028m²

PT 3
2233m²

PT 4
18.5m²

SEE SHEET 9 FOR SECTIONS 'A'-'A' & 'B'-'B' 5

- (X) - EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) LIMITED IN STRATUM
(Y) - RIGHT OF ACCESS VARIABLE WIDTH (Y) LIMITED IN STRATUM
(Z) - RIGHT TO USE LIFT VARIABLE WIDTH (Z) LIMITED IN STRATUM

Surveyor: KARL ROBERTSON
Date of Survey: 13/5/2013
Surveyor's Ref: 110914 COM1

PLAN OF SUBDIVISION OF LOTS 10 TO 15
(INCLUSIVE) IN D.P.1163232 AND LOT 17
IN D.P.1187116

LGA: RYDE
Locality: MACQUARIE PARK
Subdivision No: 162
Lengths are in metres. Reduction Ratio 1: 200(A2)

REGISTERED
19.12.2013

DP270800

NOTE 3

PART OF EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) IS LIMITED IN HEIGHT TO THE LEVEL PLANE R.L.64.12

NOTE 4

PART OF EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) IS LIMITED IN DEPTH TO THE NOTED SLOPING PLANE AND IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE NOTED SLOPING PLANE

NOTE 5

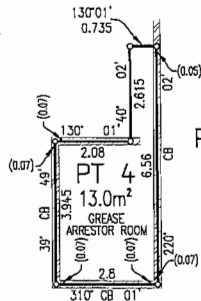
PART OF LOT 4 IS LIMITED IN HEIGHT TO THE LEVEL PLANE R.L.64.8

NOTE 8

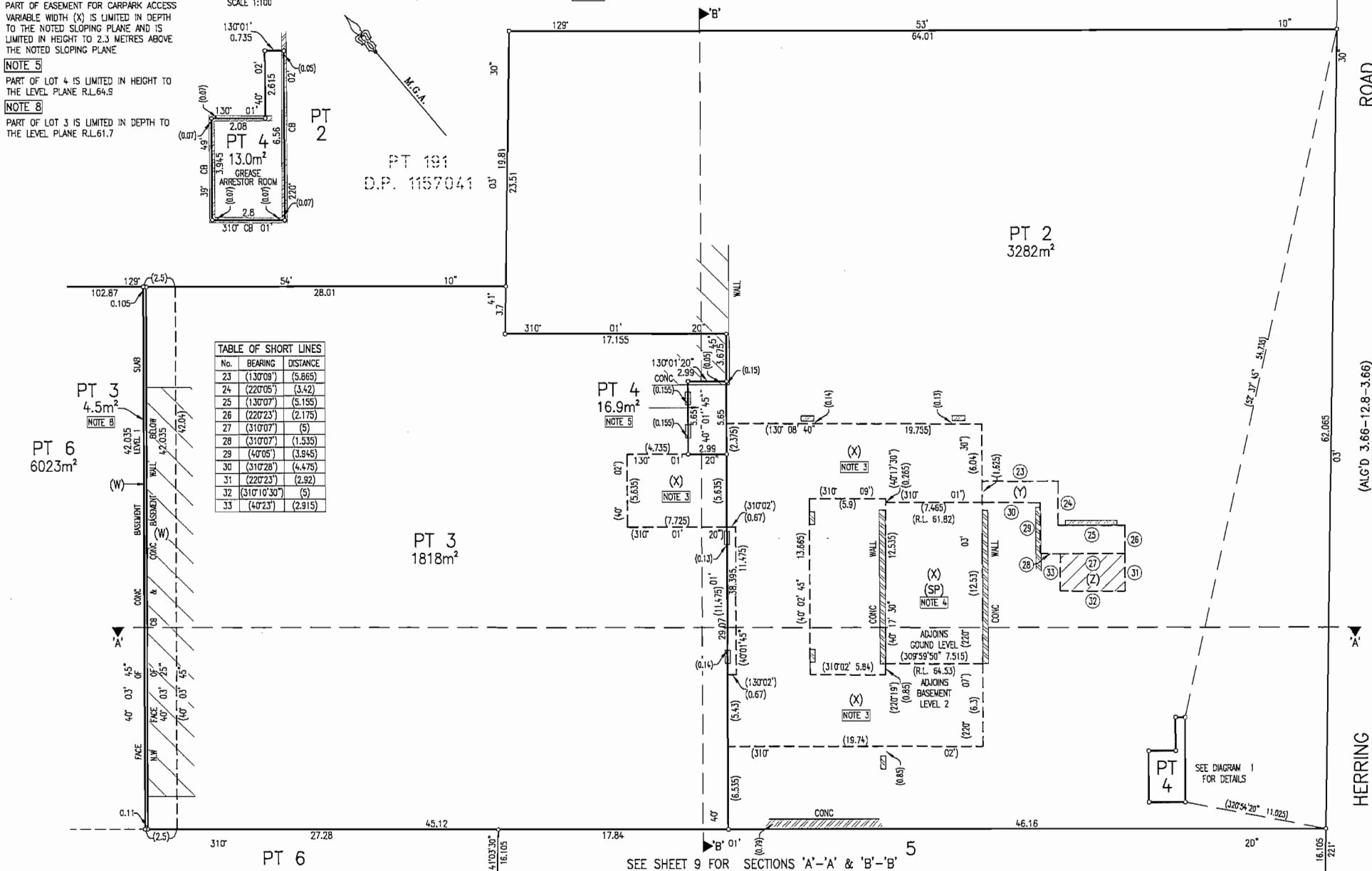
PART OF LOT 3 IS LIMITED IN DEPTH TO THE LEVEL PLANE R.L.61.7

DIAGRAM 1

SCALE 1:100



LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL PLANE R.L.61.82 EXCEPT WHERE VARIED BY NOTE 8 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON GROUND LEVEL, SHEET 6 EXCEPT WHERE VARIED BY NOTE 5 UNLESS OTHERWISE NOTED EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS ON THIS LEVEL



SEE SHEET 9 FOR SECTIONS 'A'-'A' & 'B'-'B'

(W) - EASEMENT FOR ACCESS (PEDESTRIAN AND BICYCLE) 2.5 WIDE (W) LIMITED IN STRATUM
 (X) - EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) LIMITED IN STRATUM
 (Y) - RIGHT OF ACCESS VARIABLE WIDTH (Y) LIMITED IN STRATUM
 (Z) - RIGHT TO USE LIFT VARIABLE WIDTH (Z) LIMITED IN STRATUM

Surveyor: KARL ROBERTSON
 Date of Survey: 13/5/2013
 Surveyor's Ref: 110914 COM1

PLAN OF SUBDIVISION OF LOTS 10 TO 15
 (INCLUSIVE) IN D.P.1163232 AND LOT 17
 IN D.P.1187116

LGA: RYDE
 Locality: MACQUARIE PARK
 Subdivision No: 162
 Lengths are in metres, Reduction Ratio 1: 200(A2)

REGISTERED
 19.12.2013

DP270800

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

NOTE 6
PART OF RIGHT OF ACCESS VARIABLE WIDTH (V) IS LIMITED IN DEPTH TO THE LEVEL PLANE RL 64.2

NOTE 7
PART OF EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) IS LIMITED IN DEPTH TO THE NOTED SLOPING PLANE AND IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE NOTED SLOPING PLANE

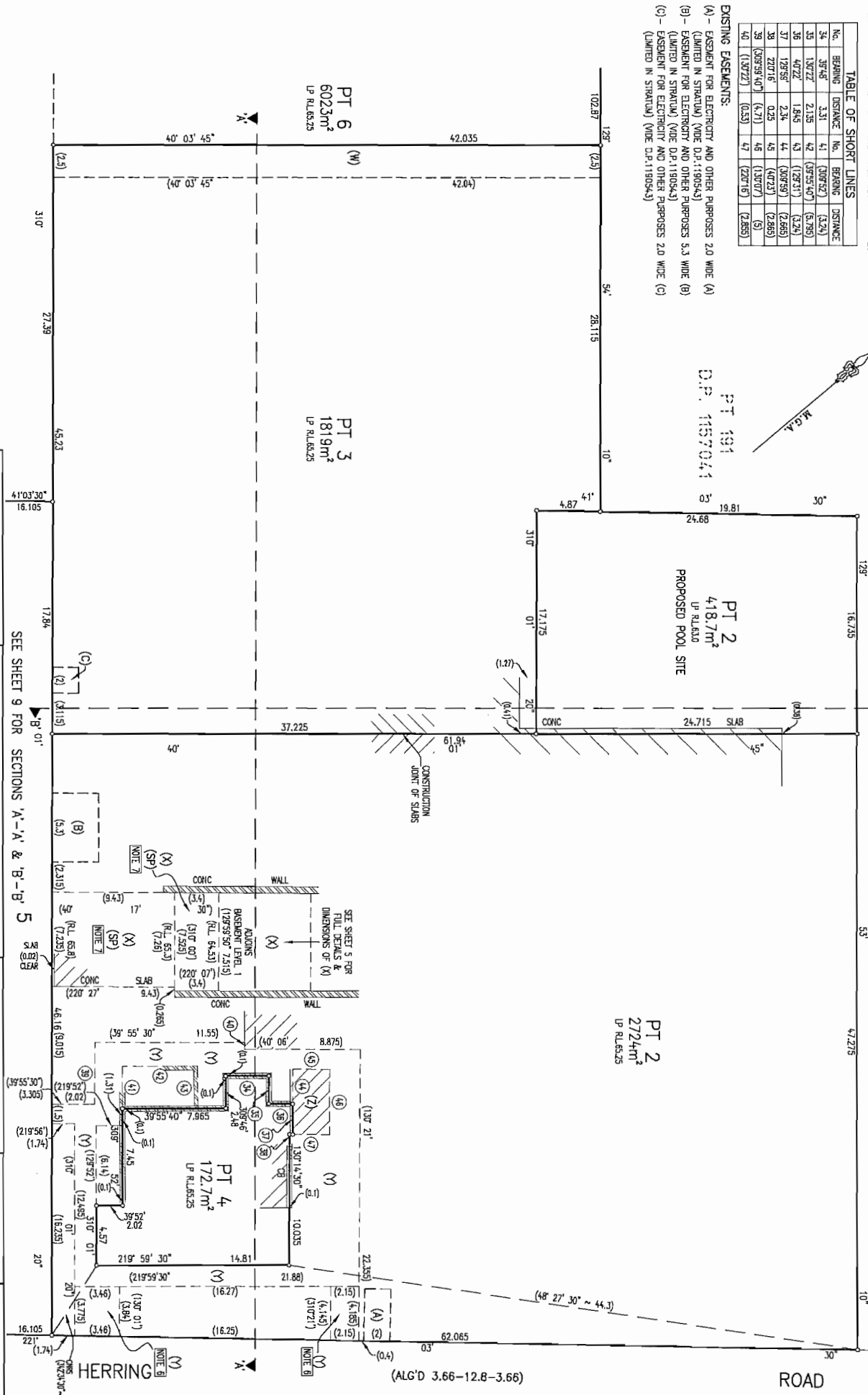
LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANE AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 1 AND ABOVE SHEET 7. UNLESS OTHERWISE NOTED EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS ON THIS LEVEL.

TABLE OF SHORT LINES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
34	35°46'	3.31	41	(30°32')	(3.24)
35	130°22'	2.135	42	(38°55'40')	(5.795)
36	40°22'	1.845	43	(128°31')	(3.24)
37	128°56'	2.34	44	(30°58')	(2.665)
38	220°16'	0.25	45	(40°23')	(2.665)
39	(38°55'40')	(4.71)	46	(130°07')	(5)
40	(130°22')	(0.53)	47	(20°16')	(2.665)

EXISTING EASEMENTS:

- (A) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.0 WIDE (A) (LIMITED IN STRATUM) (VOID D.P.1190543)
- (B) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (B) (LIMITED IN STRATUM) (VOID D.P.1190543)
- (C) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.0 WIDE (C) (LIMITED IN STRATUM) (VOID D.P.1190543)



- (W) - EASEMENT FOR ACCESS (PEDESTRIAN AND BICYCLE) 2.5 WIDE (W) (LIMITED IN STRATUM)
- (X) - EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) (LIMITED IN STRATUM)
- (Y) - RIGHT OF ACCESS VARIABLE WIDTH (Y) (LIMITED IN STRATUM)
- (Z) - RIGHT TO USE LEFT VARIABLE WIDTH (Z) (LIMITED IN STRATUM)

Surveyor: KARL ROBERTSON
Date of Survey: 13/5/2013
Surveyor's Ref: 110914 COM1

PLAN OF SUBDIVISION OF LOTS 10 TO 15
(INCLUSIVE) IN D.P.1163232 AND LOT 17
IN D.P.1187116

LGA: RIDE
Locality: MACQUARIE PARK
Subdivision No: 162
Lengths are in metres. Reduction Rule 1: 200/(42)

REGISTERED
19.12.2013

DP270800

DETAIL PLAN

(IN 6 SHEETS)

LEVEL 1 AND ABOVE

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL PLANE R.L.68.5 AND ARE UNLIMITED IN HEIGHT

EXISTING EASEMENTS:

- (A) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.0 WIDE (A)
(LIMITED IN STRATUM) (VIDE D.P.1190543)
- (B) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (B)
(LIMITED IN STRATUM) (VIDE D.P.1190543)
- (C) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.0 WIDE (C)
(LIMITED IN STRATUM) (VIDE D.P.1190543)

PT 191
D.P. 1157041

ROAD

PT 2
3315m²
BUILDING UNDER CONSTRUCTION

PT 3
1819m²
BUILDING UNDER CONSTRUCTION

PT 6
6023m²

SEE SHEET 9 FOR SECTIONS 'A'-'A' & 'B'-'B'

5

Surveyor: KARL ROBERTSON
Date of Survey: 13/5/2013
Surveyor's Ref: 110914 COM1

PLAN OF SUBDIVISION OF LOTS 10 TO 15
(INCLUSIVE) IN D.P.1163232 AND LOT 17
IN D.P.1187116

LGA: RYDE
Locality: MACQUARIE PARK
Subdivision No: 162
Lengths are in metres, Reduction Ratio 1: 200(A2)

REGISTERED
19.12.2013

DP270800

COMMUNITY PROPERTY PLAN
COMMUNITY PROPERTY LOT ONLY

PT 191
D.P. 1157041

190
D.P. 1157041

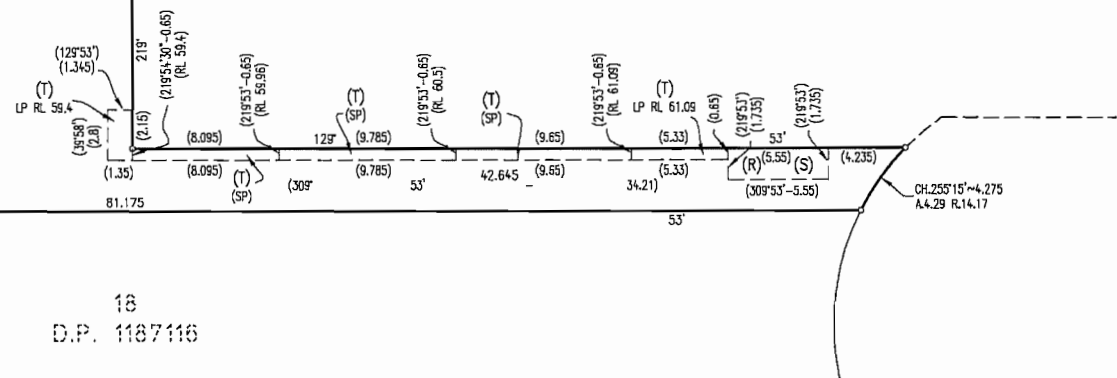
1
2074m²
COMMUNITY PROPERTY

6

GLOBAL EASEMENTS AFFECTING LOTS 1 TO 7:
EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT)

GLOBAL EASEMENTS AFFECTING LOT 1:
EASEMENT FOR SERVICES (WHOLE OF LOT)

PT 191
D.P. 1157041



LP - LEVEL PLANE
SP - SLOPING PLANE

- (R) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.735 WIDE (R)
(S) - EASEMENT FOR SUBSTATION 1.735 WIDE (S)
(T) - EASEMENT FOR OSD TANK VARIABLE WIDTH (T) LIMITED IN HEIGHT TO THE NOTED LEVEL AND SLOPING PLANES AND LIMITED IN DEPTH TO LEVEL PLANE RL 55.2
(V) - EASEMENT FOR DRAINAGE OVER EXISTING LINE OF PIPES (V) (APPROXIMATE POSITION ONLY)

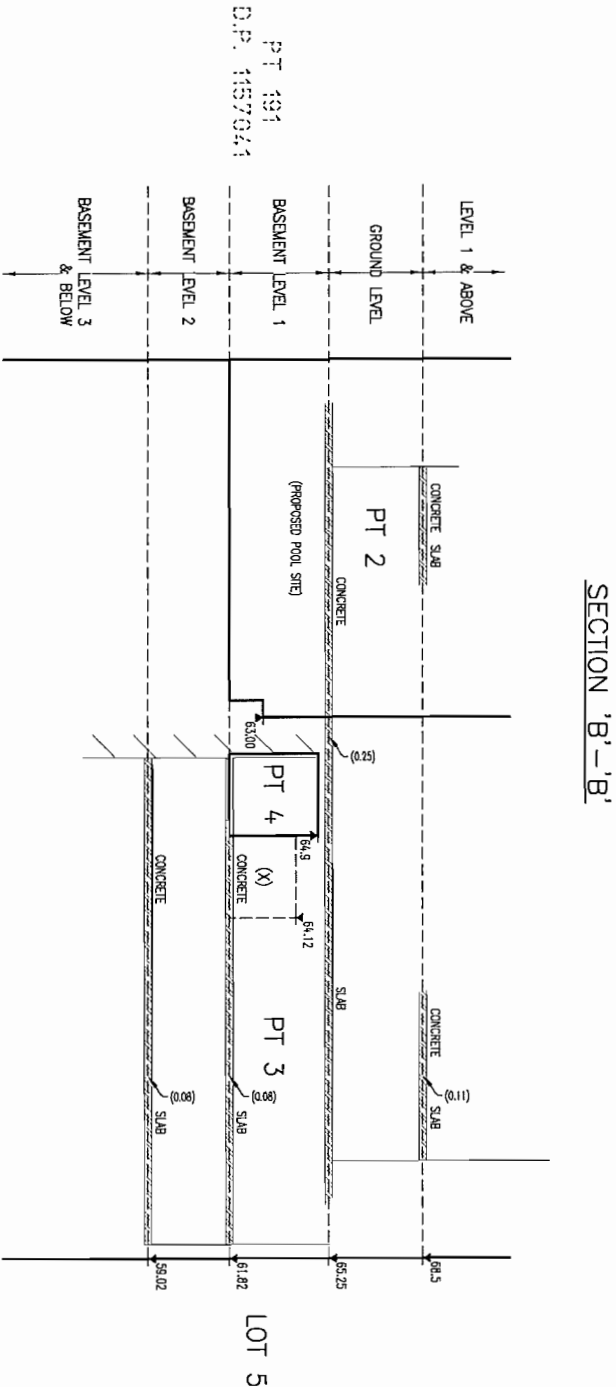
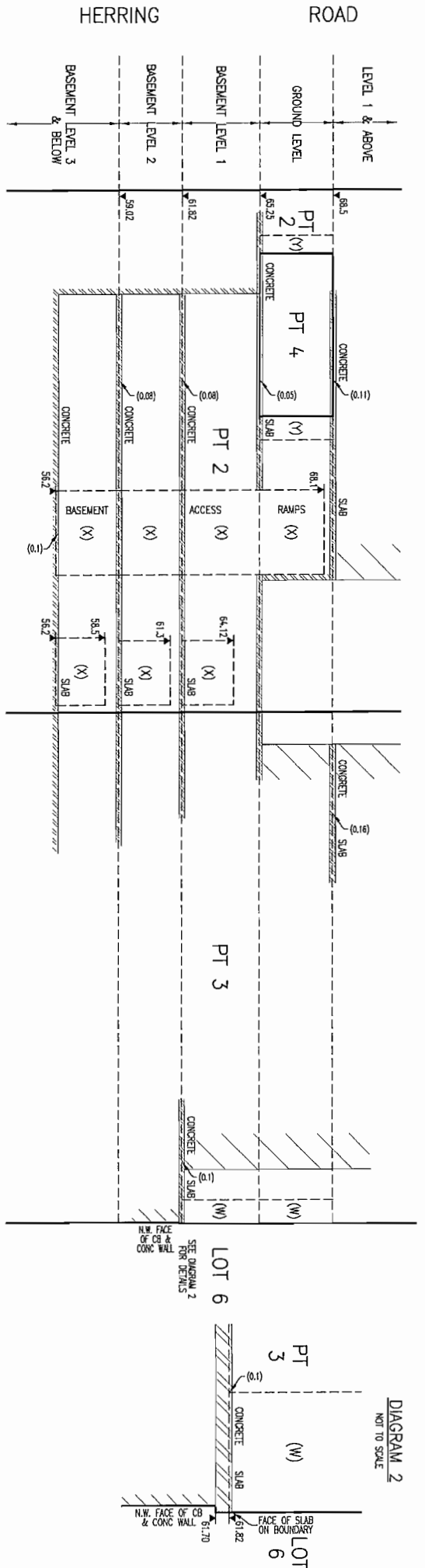
Surveyor: KARL ROBERTSON
Date of Survey: 13/5/2013
Surveyor's Ref: 110914 COM1

PLAN OF SUBDIVISION OF LOTS 10 TO 15
(INCLUSIVE) IN D.P.1163232 AND LOT 17
IN D.P.1187116

LGA: RYDE
Locality: MACQUARIE PARK
Subdivision No: 162
Lengths are in metres, Reduction Ratio 1: 200(A2)

REGISTERED
19.12.2013

DP270800



SCALE
HORIZ 1:250
VERT 1:125

(W) - EASEMENT FOR ACCESS (PEDESTRIAN AND BICYCLE) 2.5 METER (W) LIMITED IN STRUTUM
(X) - EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) LIMITED IN STRUTUM
(Y) - RIGHT OF ACCESS VARIABLE WIDTH (Y) LIMITED IN STRUTUM

SURVEYOR: KARL ROBERTSON
Date of Survey: 13/5/2013
Surveyor's Ref: 110914.COM1

PLAN OF SUBDIVISION OF LOTS 10 TO 15
(INCLUSIVE) IN D.P.1163232 AND LOT 17
IN D.P.1187116

LOC: RIDE
LOCALITY: MACQUARIE PARK
Subdivision No: 162
Lengths are in metres, Reduction Ratio 1:AS SHOWN

REGISTERED
19.12.2013

DP270800

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

X:\110914-128 HERRING RD\110914-COMMUNITY-PLAN-1-FINAL\110914.COM1 SHOTS SECTION.dwg

191
D.P. 1157041190
D.P. 1157041

DETAIL PLAN

(IN 10 SHEETS)

LOTS 8 & 9 ARE STRATUM LOTS PARTLY LIMITED IN HEIGHT
AND/OR DEPTH AS SHOWN ON SHEETS 2 TO 10

SURVEYING AND SPATIAL INFORMATION REGULATION, 2012: CLAUSE 61(2)								
MGA CO-ORDINATES								
MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER
SSM 21836	325 640.208	6 260 788.047	56	B	2	82.425	LB	L2
SSM 24943	325 731.239	6 260 929.782	56	B	2	54.766	LB	L2
PM 43929	324 846.159	6 260 865.865	56	B	2			

SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 13/3/2014
COMBINED SCALE FACTOR 0.999961

ORIGIN OF LEVELS: SSM 21836 R.L.62.425 (A.H.D.)

18
DP 1187116

TABLE OF TOTAL LOT AREAS IN STRATUM	
LOT No.	AREA
8	7934.1m ² IN 12 PARTS
9	1.401ha IN 21 PARTS

HERRING

(ALG'D 3.66-12.8-3.66)

SSM 21836 FD
R.L.62.425

ROAD

Surveyor: KARL ROBERTSON
Date of Survey: 13/03/2014
Surveyor's Ref: 110914 COM2PLAN OF SUBDIVISION OF LOT 6
IN DP 270800LGA: RYDE
Locality: MACQUARIE PARK
Subdivision No: 182
Lengths are in metres, Reduction Ratio 1:800(A2)REGISTERED
3.10.2014DP270800
ADDITIONAL SHEET 10

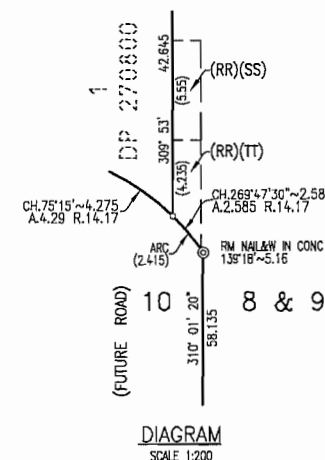
EXISTING EASEMENTS:

- (E) - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 1163232)
- (F) - EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (DP 1163232)
- (RU) - DP 1163230 RESTRICTION(S) ON THE USE OF LAND
- (U) - EASEMENT TO DRAIN WATER VARIABLE WIDTH (U) (DP 270800) (DOC 1)
- (RR) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.565 WIDE (RR) (DP 1200884)
- (SS) - EASEMENT FOR ELECTRICITY WORKS 1.565 WIDE (SS) (DP 1200884)
- (TT) - RIGHT OF CARRIAGEWAY 1.565 WIDE (TT) (DP 1200884)

EXISTING GLOBAL EASEMENTS AFFECTING WHOLE OF LOT 6
DP 270800:

EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT) (VIDE DP 270800) (DOC 1)

GLOBAL EASEMENTS AFFECTING LOTS 8 AND 9:

EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
EASEMENT FOR SERVICES (WHOLE OF LOT)
EASEMENT FOR FIRE STAIRS & PASSAGES (WHOLE OF LOT)DIAGRAM
SCALE 1:200THIS IS SHEET 10 OF DP 270800 AND IT REPLACES SHEET 2
AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

(DN1) - BENEFITED BY RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 1163232)
 (DN2) - BENEFITED BY EASEMENT FOR SERVICES 16.105 WIDE AND VARIABLE WIDTH (DP 1163232)

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

X:\11JOBS\110914-128 HERRING RD\110914-COMMUNITY-PLAN-2-FINAL\110914 COM2 SHT01 LOC.dwg

DETAIL PLAN

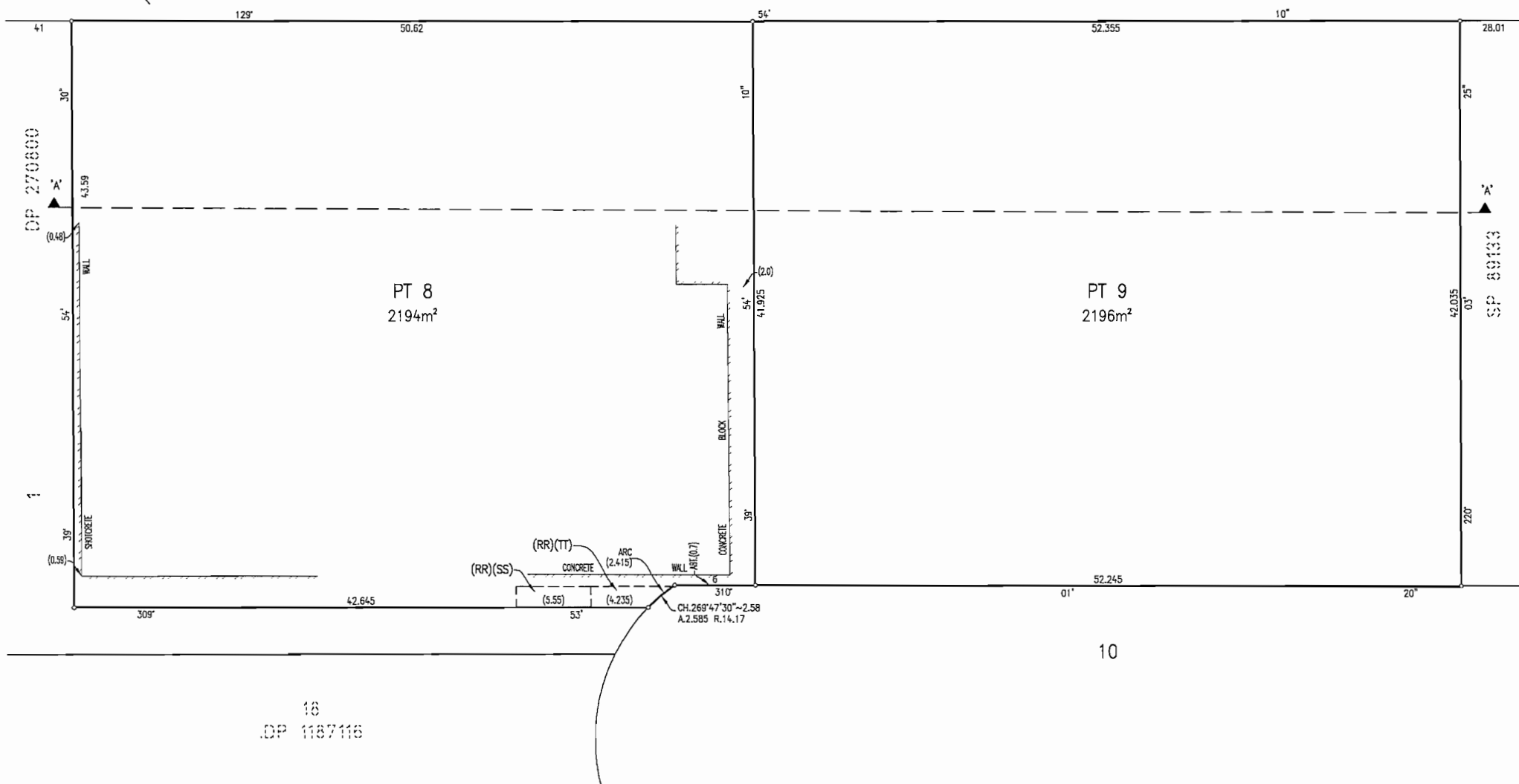
(IN 10 SHEETS)

BASEMENT LEVEL B3 AND BELOW

LOTS SHOWN ON THIS SHEET ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON BASEMENT LEVEL B2 ON SHEET 3

PT 191

DP 1157041



THIS IS SHEET 11 OF DP 270800 AND IT REPLACES SHEET 2 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

(RR) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.565 WIDE (RR) (DP 1200884)
 (SS) - EASEMENT FOR ELECTRICITY WORKS 1.565 WIDE (SS) (DP 1200884)
 (TT) - RIGHT OF CARRIAGEWAY 1.565 WIDE (TT) (DP 1200884)

Surveyor: KARL ROBERTSON
 Date of Survey: 13/03/2014
 Surveyor's Ref: 110914 COM2

PLAN OF SUBDIVISION OF LOT 6
 IN DP 270800

LGA: RYDE
 Locality: MACQUARIE PARK
 Subdivision No: 182
 Lengths are in metres. Reduction Ratio 1:200(A2)

REGISTERED
 3.10.2014

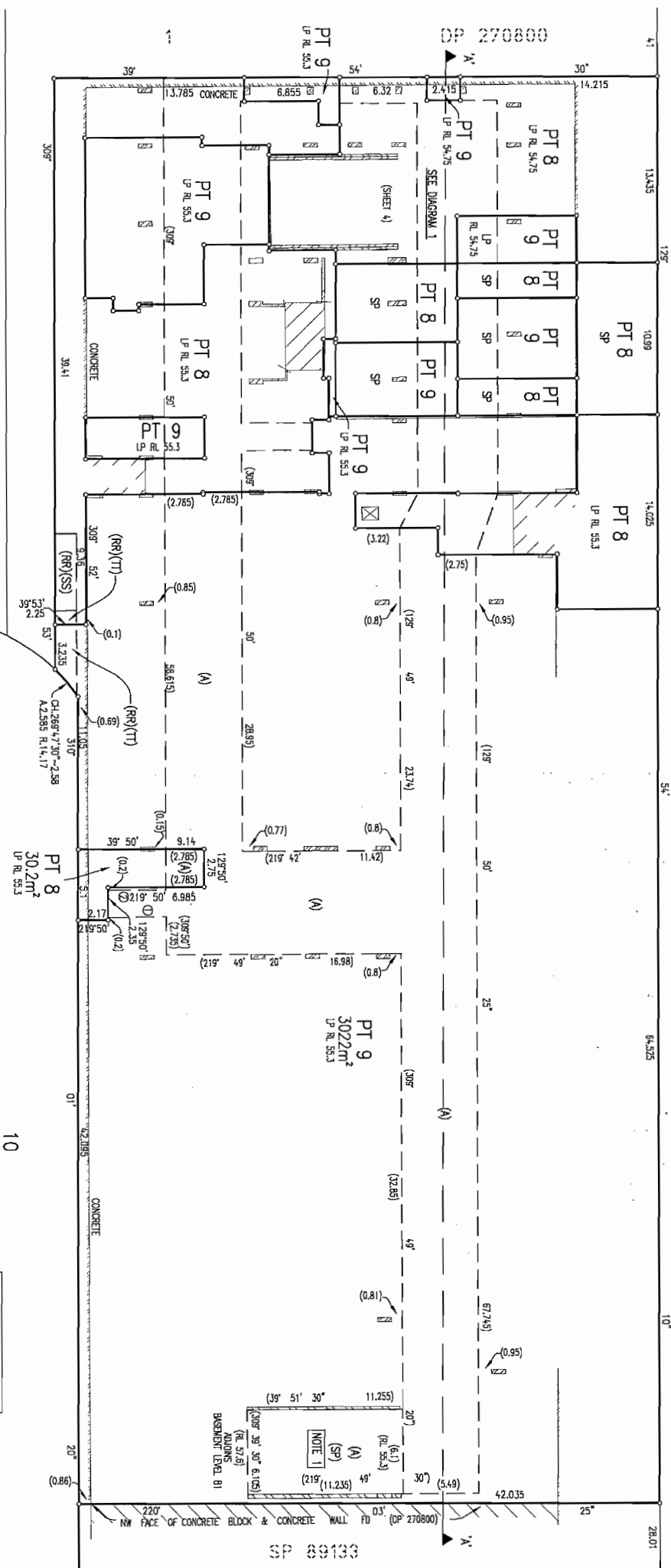
DP270800
 ADDITIONAL SHEET 11

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON BASEMENT LEVEL B1 ON SHEET 5
 UNLESS OTHERWISE NOTED EASEMENTS ARE LIMITED IN STRATUM LIMITS OF THEIR BURDENED LOTS ON THIS LEVEL

DETAIL PLAN
 (IN 10 SHEETS)
 BASEMENT LEVEL B2

PT 101

DP 1157024



NOTE 1 - PART OF RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) IS LIMITED IN DEPTH TO THE NOTED SLOPING PLANE AND IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE NOTED SLOPING PLANE

TABLE OF SHORT LINES			
No.	BEARING	DISTANCE	
1	(219°50')	(4.2)	
2	(359°)	(4.2)	

LP RL 55.3 - DENOTES LEVEL PLANE AT THE NOTED RL
 SP - DENOTES SLOPING PLANE

SEE SHEET 10 FOR SECTION 'A-A'

- (A) - RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) LIMITED IN STRATUM
- (RR) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.585 WIDE (RR) (DP 1200884)
- (SS) - EASEMENT FOR ELECTRICITY WORKS 1.585 WIDE (SS) (DP 1200884)
- (TT) - RIGHT OF CARRIAGEWAY 1.585 WIDE (TT) (DP 1200884)

Surveyor: KARL ROBERTSON
 Date of Survey: 13/03/2014
 Surveyor's Ref: 110914 COM2

PLAN OF SUBDIVISION OF LOT 6
 IN DP 270800

LGA: RYDE
 Locality: MACQUARIE PARK
 Subdivision No: 182
 Lengths are in metres. Reduction Ratio 1:200(42)

REGISTERED
 3.10.2014

DP270800
 ADDITIONAL SHEET 12

THIS IS SHEET 12 OF DP 270800 AND IT REPLACES SHEET 2 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

Scale: 1:200 (Horizontal), 1:200 (Vertical)

X:\110085\110914-128 HERRING RD\110914-COMMUNITY-PLAN-2-FINAL\110914 COM2 SH03-4 B2.dwg

DETAIL PLAN (IN 10 SHEETS) BASEMENT LEVEL B2

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON BASEMENT LEVEL B1 ON SHEET 5 UNLESS OTHERWISE NOTED EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THEIR BURDENED LOTS ON THIS LEVEL

DIAGRAM 1

No.	BEARING	DISTANCE
3	308°57'	0.61
4	309°50'	0.095
5	129°51'30"	0.135
6	39°52'	0.7
7	219°50'	1.2
8	39°50'	1.2
9	309°52'	0.25
10	39°50'	0.495
11	219°58'	0.38
12	39°45'	0.885
13	309°50'	0.055
14	39°50'	2.0
15	129°50'	0.9
16	39°50'	1.875
17	129°50'	0.45
18	129°43'	1.71
19	129°50'	1.725
20	39°52'	1.525

THIS IS SHEET 13 OF DP 270800 AND IT REPLACES SHEET 2 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

UP RL - DENOTES LEVEL PLANE AT THE NOTED RL
SP - DENOTES SLOPING PLANE

SEE SHEET 10 FOR SECTION 'A'-A'

- (A) - RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) LIMITED IN STRATUM
(RR) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.565 WIDE (RR) (DP 1200884)
(SS) - EASEMENT FOR ELECTRICITY WORKS 1.565 WIDE (SS) (DP 1200884)
(TT) - RIGHT OF CARRIAGEWAY 1.565 WIDE (TT) (DP 1200884)

Surveyor: KARL ROBERTSON
Date of Survey: 13/03/2014
Surveyor's Ref: 110914 COM2

PLAN OF SUBDIVISION OF LOT 6
IN DP 270800

LGA: RYDE
Locality: MACQUARIE PARK
Subdivision No: 182
Lengths are in metres. Reduction Ratio 1:125(A2)

REGISTERED
3.10.2014

DP270800

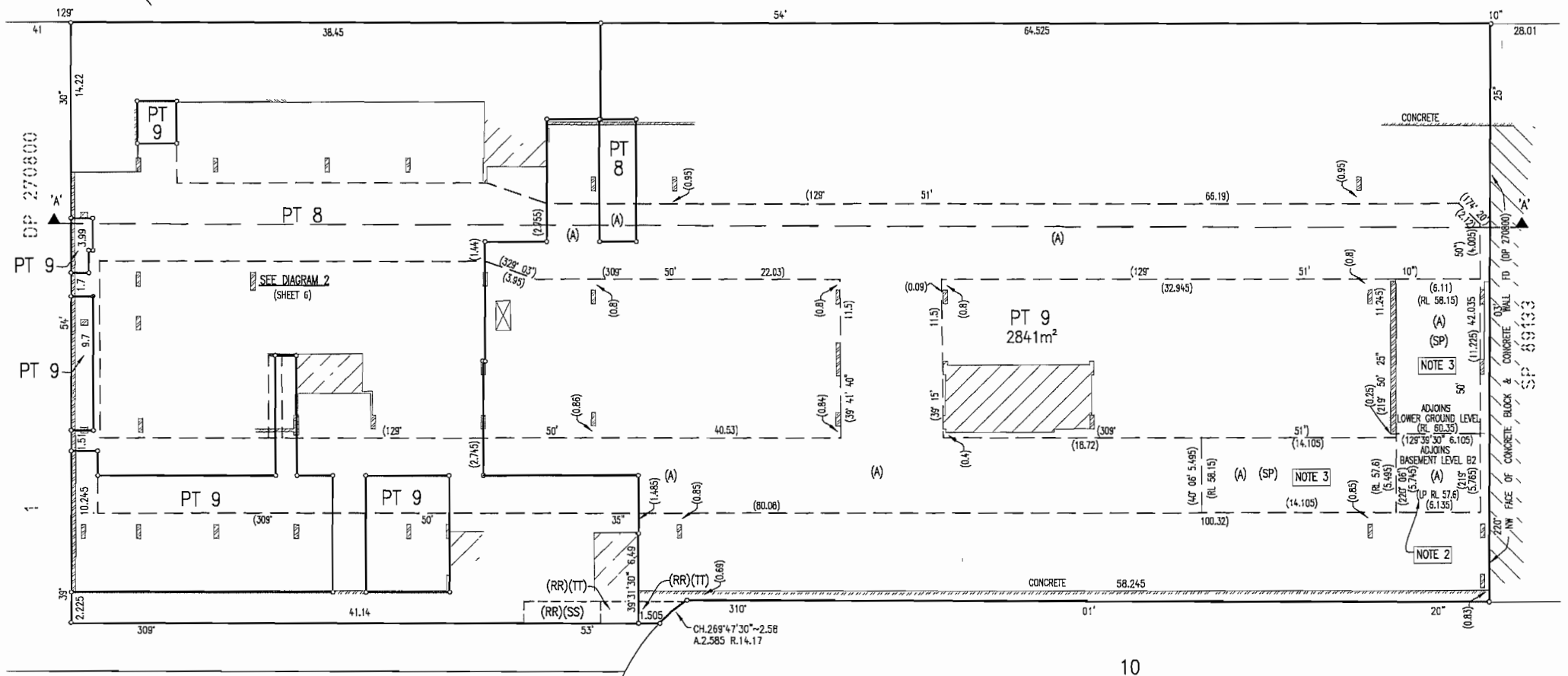
ADDITIONAL SHEET 13

DETAIL PLAN (IN 10 SHEETS) BASEMENT LEVEL B1

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL PLANE RL 58.15 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LOWER GROUND LEVEL ON SHEET 7
UNLESS OTHERWISE NOTED EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THEIR BURDENED LOTS ON THIS LEVEL

PT 191

DP 1157041



NOTE 2 - PART OF RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) IS LIMITED IN DEPTH TO THE NOTED LEVEL PLANE AND IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE NOTED LEVEL PLANE

NOTE 3 - PART OF RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) IS LIMITED IN DEPTH TO THE NOTED SLOPING PLANES AND IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE NOTED SLOPING PLANES

- (A) - RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) LIMITED IN STRATUM
(RR) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.565 WIDE (RR) (DP 1200884)
(SS) - EASEMENT FOR ELECTRICITY WORKS 1.565 WIDE (SS) (DP 1200884)
(TT) - RIGHT OF CARRIAGEWAY 1.565 WIDE (TT) (DP 1200884)

SEE SHEET 10 FOR SECTION 'A'-'A'

Surveyor: KARL ROBERTSON
Date of Survey: 13/03/2014
Surveyor's Ref: 110914 COM2

PLAN OF SUBDIVISION OF LOT 6
IN DP 270800

LGA: RYDE
Locality: MACQUARIE PARK
Subdivision No: 182
Lengths are in metres. Reduction Ratio 1:200(A2)

REGISTERED

3.10.2014

DP270800

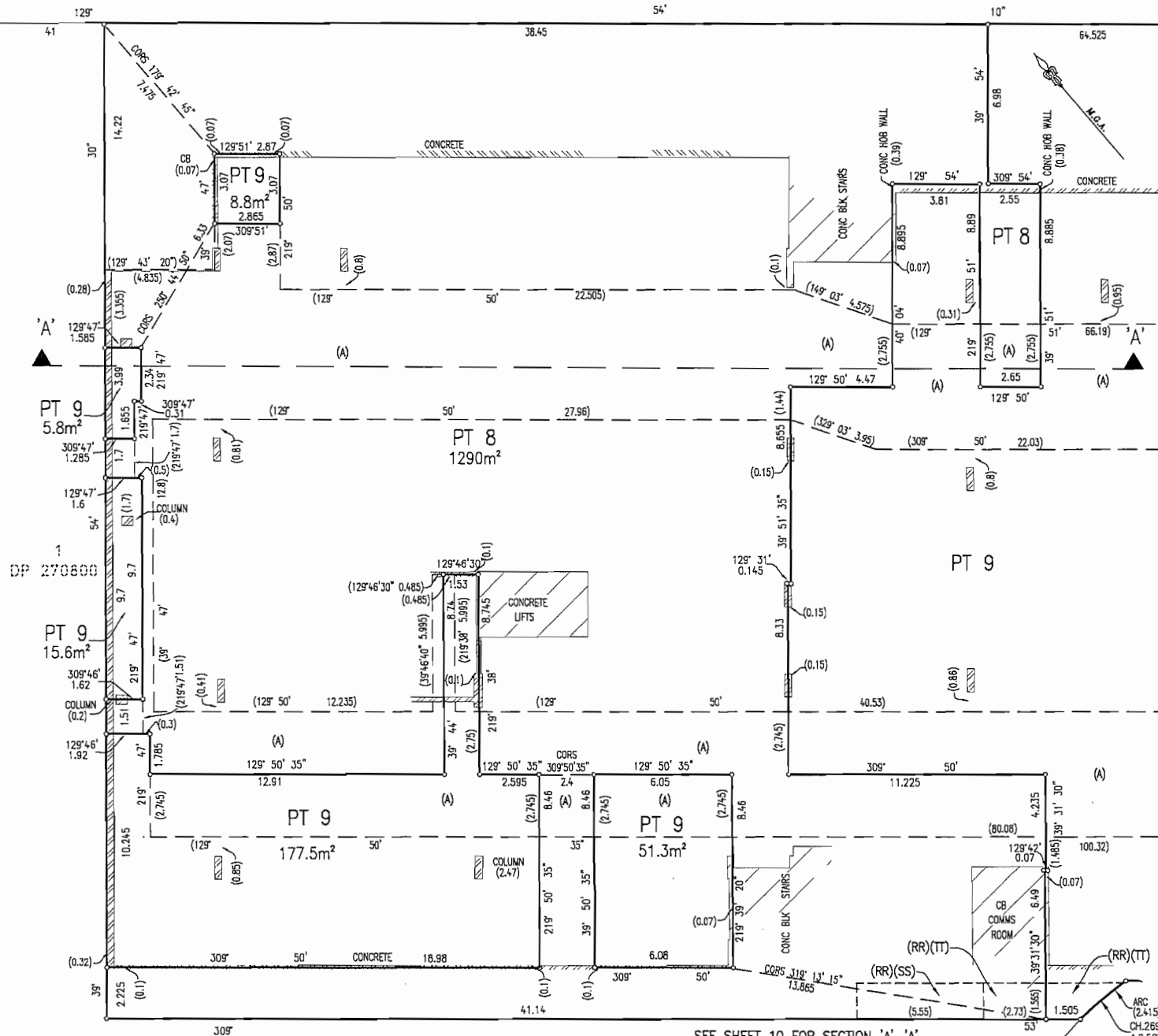
ADDITIONAL SHEET 14

THIS IS SHEET 14 OF DP 270800 AND IT REPLACES SHEET 2 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

DETAIL PLAN (IN 10 SHEETS) BASEMENT LEVEL B1

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL PLANE RL 58.15 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LOWER GROUND LEVEL ON SHEET 7 UNLESS OTHERWISE NOTED EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THEIR BURDENED LOTS ON THIS LEVEL

DIAGRAM 2



LP RL - DENOTES LEVEL PLANE AT THE NOTED RL
SP - DENOTES SLOPING PLANE

THIS IS SHEET 15 OF DP 270800 AND IT REPLACES SHEET 2 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

- (A) - RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) LIMITED IN STRATUM
(RR) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.565 WIDE (RR) (DP 1200884)
(SS) - EASEMENT FOR ELECTRICITY WORKS 1.565 WIDE (SS) (DP 1200884)
(TT) - RIGHT OF CARRIAGEWAY 1.565 WIDE (TT) (DP 1200884)

Surveyor: KARL ROBERTSON
Date of Survey: 13/03/2014
Surveyor's Ref: 110914 COM2

PLAN OF SUBDIVISION OF LOT 6
IN DP 270800

LGA: RYDE
Locality: MACQUARIE PARK
Subdivision No: 182
Lengths are in metres. Reduction Ratio 1:125(A2)

REGISTERED
3.10.2014

DP270800
ADDITIONAL SHEET 15

DETAIL PLAN

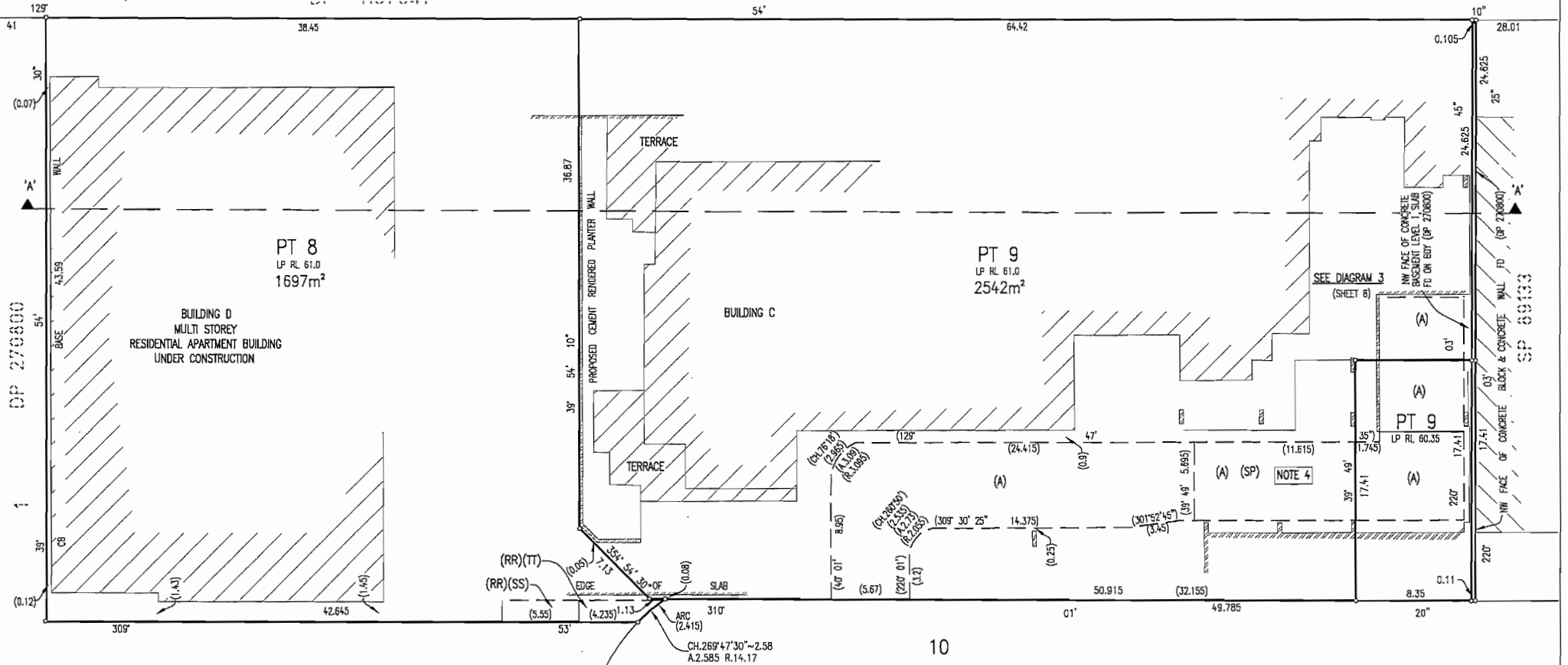
(IN 10 SHEETS)

LOWER GROUND LEVEL

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON GROUND LEVEL AND ABOVE ON SHEET 9 EXCEPT WHERE VARIED BY NOTE 5
UNLESS OTHERWISE NOTED EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THEIR BURDENED LOTS ON THIS LEVEL

PT 191

DP 1157041



NOTE 4 - PART OF RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) IS LIMITED IN DEPTH TO THE NOTED SLOPING PLANE AND IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE NOTED SLOPING PLANE

LP RL - DENOTES LEVEL PLANE AT THE NOTED RL
SP - DENOTES SLOPING PLANE

THIS IS SHEET 16 OF DP 270800 AND IT REPLACES SHEET 2 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

- (A) - RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) LIMITED IN STRATUM
(RR) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.565 WIDE (RR) (DP 1200884)
(SS) - EASEMENT FOR ELECTRICITY WORKS 1.565 WIDE (SS) (DP 1200884)
(TT) - RIGHT OF CARRIAGEWAY 1.565 WIDE (TT) (DP 1200884)

Surveyor: KARL ROBERTSON
Date of Survey: 13/03/2014
Surveyor's Ref: 110914 COM2

PLAN OF SUBDIVISION OF LOT 6
IN DP 270800

LGA: RYDE
Locality: MACQUARIE PARK
Subdivision No: 182
Lengths are in metres, Reduction Ratio 1:200(A2)

REGISTERED
3.10.2014

DP270800

ADDITIONAL SHEET 16

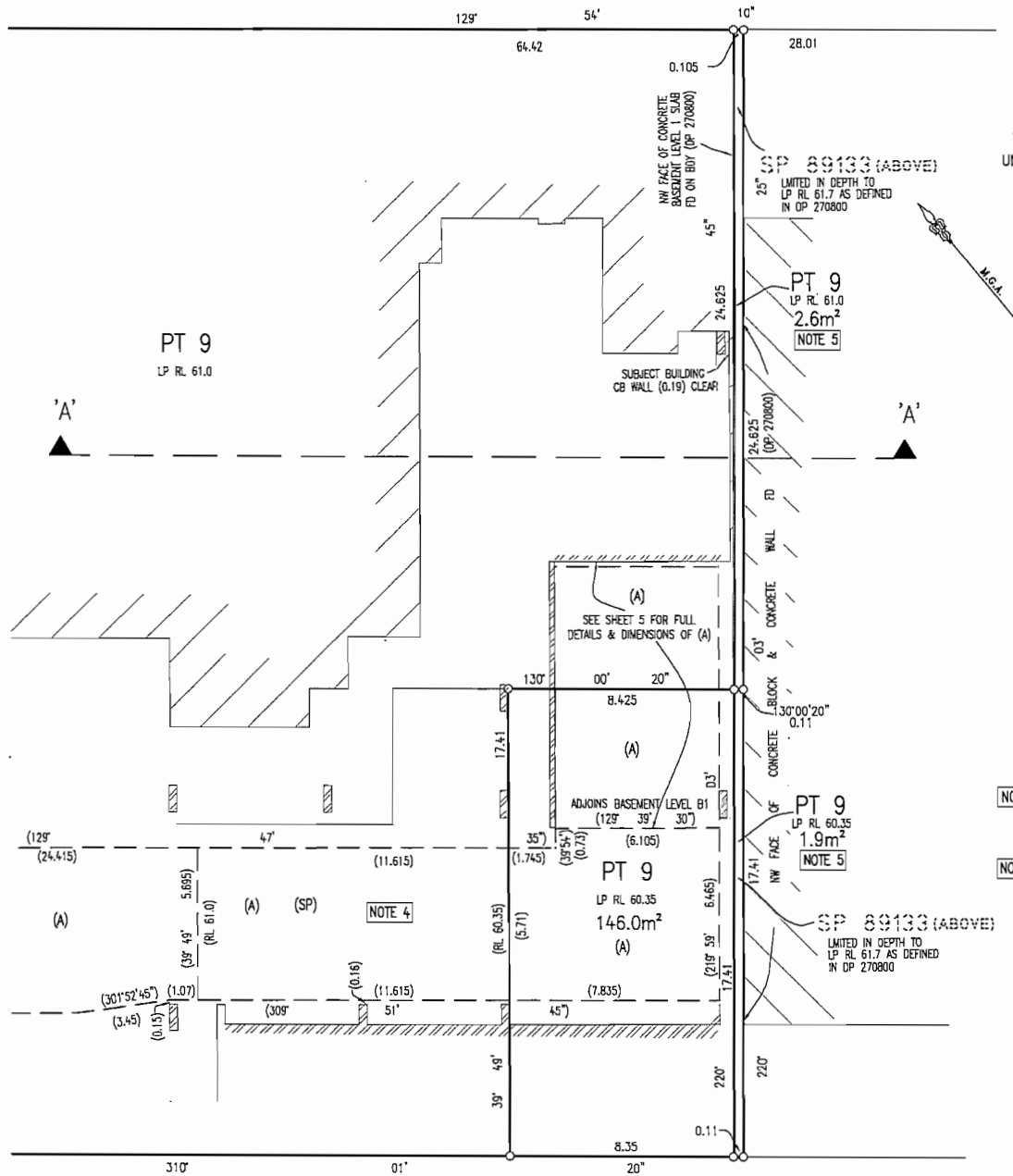
DETAIL PLAN

(IN 10 SHEETS)

LOWER GROUND LEVEL

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON GROUND LEVEL AND ABOVE ON SHEET 9 EXCEPT WHERE VARIED BY NOTE 5 UNLESS OTHERWISE NOTED EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THEIR BURDENED LOTS ON THIS LEVEL

DIAGRAM 3



NOTE 4 - PART OF RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) IS LIMITED IN DEPTH TO THE NOTED SLOPING PLANE AND IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE NOTED SLOPING PLANE

NOTE 5 - PART OF LOT 9 IS LIMITED IN HEIGHT TO THE LEVEL PLANE RL 61.7

LP RL - DENOTES LEVEL PLANE AT THE NOTED RL
SP - DENOTES SLOPING PLANE

THIS IS SHEET 17 OF DP 270800 AND IT REPLACES SHEET 2 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

SEE SHEET 10 FOR SECTION 'A'-A'

Surveyor: KARL ROBERTSON
Date of Survey: 13/03/2014
Surveyor's Ref: 110914 COM2

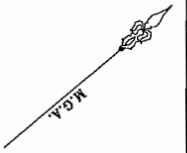
PLAN OF SUBDIVISION OF LOT 6
IN DP 270800

LGA: RYDE
Locality: MACQUARIE PARK
Subdivision No: 182
Lengths are in metres. Reduction Ratio 1:125(A2)

REGISTERED
3.10.2014

DP270800
ADDITIONAL SHEET 17

(A) - RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) LIMITED IN STRATUM

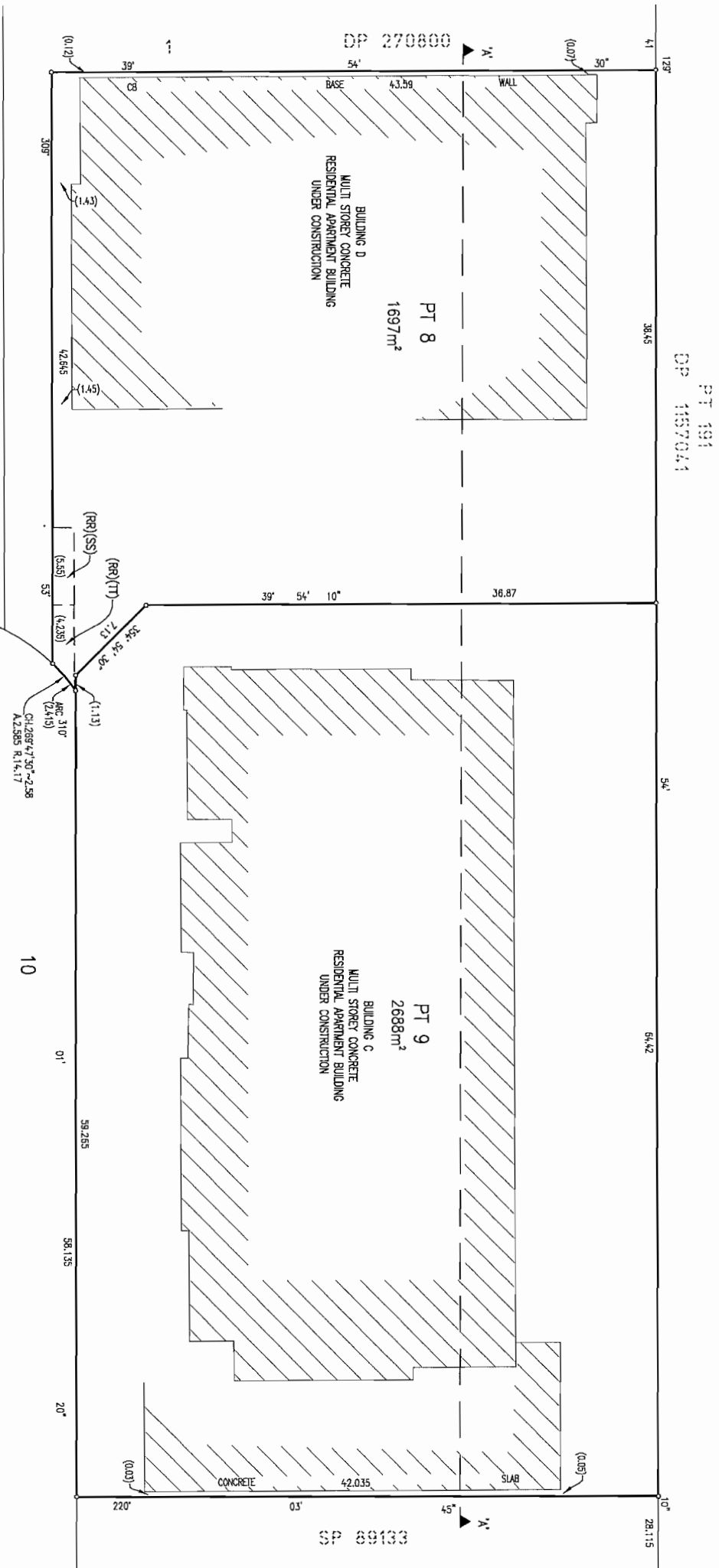


DETAIL PLAN

(IN 10 SHEETS)

GROUND LEVEL AND ABOVE

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL PLANE RL 64.11 AND ARE UNLIMITED IN HEIGHT



SEE SHEET 10 FOR SECTION 'A'-A'

- (RR) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.565 WIDE (RR) (OP 1200894)
- (SS) - EASEMENT FOR ELECTRICITY WORKS 1.565 WIDE (SS) (OP 1200894)
- (TT) - RIGHT OF CARRIAGEWAY 1.565 WIDE (TT) (OP 1200894)

Surveyor: KARL ROBERTSON
 Date of Survey: 13/03/2014
 Surveyor's Ref: 110914 COM2

PLAN OF SUBDIVISION OF LOT 6
 IN DP 270800

LGA: RIDE
 Locality: MACQUARIE PARK
 Subdivision No: 182
 Lengths are in meters. Reduction Ratio 1:200(A2)

REGISTERED
 3.10.2014

DP270800

ADDITIONAL SHEET 18

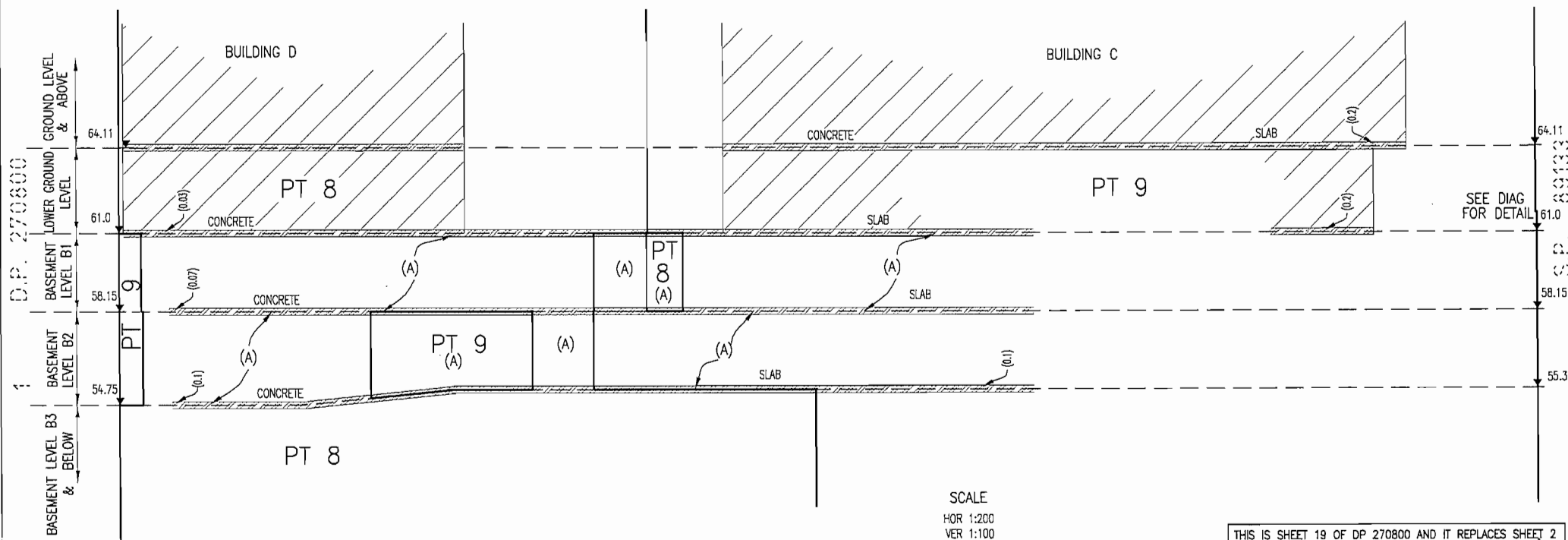
THIS IS SHEET 18 OF DP 270800 AND IT REPLACES SHEET 2
 AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Scale of mm

X:\110914\110914-128 HERRING RD\110914-COMMUNITY-PLAN-2-FINAL\110914 COM2 SH109 GND.dwg

PT 9

DIAGRAM
NOT TO SCALE



SEE SHEET 10 FOR SECTION 'A'-'A'

SCALE
HOR 1:200
VER 1:100

THIS IS SHEET 19 OF DP 270800 AND IT REPLACES SHEET 2
AS REGARDS LOT 6 AND IS AN ADDITIONAL SHEET

Surveyor: KARL ROBERTSON
Date of Survey: 13/03/2014
Surveyor's Ref: 110914 COM2

PLAN OF SUBDIVISION OF LOT 6
IN DP 270800

LGA: RYDE
Locality: MACQUARIE PARK
Subdivision No: 182
Lengths are in metres, Reduction Ratio 1:

REGISTERED

3.10.2014

DP270800
ADDITIONAL SHEET 19

(A) - RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) LIMITED IN STRATUM



[illegible]


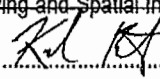
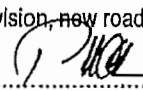
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)


<p>Office Use Only</p> <p>Registered:  19.12.2013</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>DP270800</p> <p>(DOC.A)</p>
<p>PLAN OF SUBDIVISION OF LOTS 10 TO 15 (INCLUSIVE) IN D.P.1163232 AND LOT 17 IN D.P.1187116</p>	<p>LGA: RYDE</p> <p>Locality: MACQUARIE PARK</p> <p>Parish: HUNTERS HILL</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>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</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Surveying Certificate</p> <p>I, <u>KARL ROBERTSON</u></p> <p>of Denny Linker & Co. Level 5, 17 Randle St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>* (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on: <u>13/05/2013</u></p> <p>* (b) The part of the land shown in the plan (being/excluding.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p> <p>* (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature: <u></u> Dated: <u>17/9/13</u></p> <p>Surveyor ID: <u>7835</u></p> <p>Datum Line: <u>'X'-'Y'</u></p> <p>Type: <u>*Urban/*Rural</u></p> <p>The terrain is <u>*Level-Undulating / *Steep-Mountainous-</u></p> <p><small>*Strike through if inapplicable.</small></p> <p><small>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>
<p>Subdivision Certificate</p> <p>I, <u>PATRICK GERARD MCNAMARA</u></p> <p>*Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u></u></p> <p>Accreditation no: <u>BPR 0264</u></p> <p>Consent/Authority: <u>ACCREDITED CERTIFIER</u></p> <p>Date of Endorsement: <u>1.10.2013</u></p> <p>Subdivision Certificate no: <u>162</u></p> <p>File no: <u>77581.SC.04</u></p> <p><small>*Strike through if inapplicable</small></p>	<p>Plans used in the preparation of survey/compilation-</p> <p>D.P.'s</p> <p>858135</p> <p>1157041</p> <p>1163230</p> <p>1163232</p> <p>1187116</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>SURVEYORS REFERENCE: 110914 COM1</p>
<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation-</p> <p>D.P.'s</p> <p>858135</p> <p>1157041</p> <p>1163230</p> <p>1163232</p> <p>1187116</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>SURVEYORS REFERENCE: 110914 COM1</p>

PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

<div style="display: flex; justify-content: space-between;"> <div>  <p>Registered: 19.12.2013</p> </div> <div>Office Use Only</div> </div>		<div style="display: flex; justify-content: space-between;"> <div>Office Use Only</div> <div> <p>DP270800</p> <p>(DOC.A)</p> </div> </div>	
<p>PLAN OF SUBDIVISION OF LOTS 10 TO 15 (INCLUSIVE) IN D.P.1163232 AND LOT 17 IN D.P.1187116</p>		<p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B Instruments should be provided on Plan Form 6A</p>	
<p>Subdivision Certificate No.: 162</p> <p>Date of Endorsement: 1.10.2013</p>			
<p>Name of Development (Optional)</p>		<p>Address for Service of Notices</p> <p>No. 2 SAUNDERS CLOSE MACQUARIE PARK NSW 2113</p>	
<p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.</p> <p>Any changes will be recorded in a replacement schedule.</p>		<p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, <u>BRIAN HICKEY</u> of <u>COLLIERS INTERNATIONAL, Level 42, 100 MILLER ST North Sydney</u> being a Valuer registered under the Valuer's Registration Act 1975, certify that;</p> <p>*(a)The unit entitlements shown in the schedule herewith are based upon valuations made by me on <u>27 OCTOBER 2011</u></p> <p>*(b)The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on <u>^</u> being the date of the Valuer's Certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature: <u>[Signature]</u> Date: <u>4 OCTOBER 2013</u></p>	
<p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on <u>^</u></p> <p><small>*Strike out through if inapplicable ^Insert registration date of previous schedule</small></p>		<p><small>*Strike through if applicable ^ Insert date of valuation</small></p>	

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	228	SP89124
3	183	SP89133
4	2	
5	1	
6	356	
7	230	
TOTAL	1000	

HISTORICAL FILE:

SEE ADMINISTRATION SHEET 2 (DOC. B)

If space is insufficient use annexure sheet- Plan Form 6A

SURVEYORS REFERENCE: 110914 COM1

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Registered:



19.12.2013

Office Use Only

Office Use Only

DP270800

(DOC.A)

PLAN OF SUBDIVISION OF LOTS 10 TO 15
(INCLUSIVE) IN D.P.1163232 AND LOT 17
IN D.P.1187116

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 162

Date of Endorsement: 1.10.2013

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	N/A	SAUNDERS	CLOSE	MACQUARIE PARK
2	2	SAUNDERS	CLOSE	"
3	4	SAUNDERS	CLOSE	"
4	SHOP 1 No.2	SAUNDERS	CLOSE	"
5	N/A	N/A	N/A	"
6	6-8	SAUNDERS	CLOSE	"
7	1	SAUNDERS	CLOSE	"

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

1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
2. EASEMENT FOR SERVICES (WHOLE OF LOT)
3. EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT)
4. EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT)
5. EASEMENT TO DRAIN WATER VARIABLE WIDTH (U)
6. EASEMENT FOR DRAINAGE OVER EXISTING LINE OF PIPES (V)
7. EASEMENT FOR ACCESS (PEDESTRIAN AND BICYCLE) 2.5 WIDE (W) LIMITED IN STRATUM
8. EASEMENT FOR CARPARK ACCESS VARIABLE WIDTH (X) LIMITED IN STRATUM
9. RIGHT OF ACCESS VARIABLE WIDTH (Y) LIMITED IN STRATUM
10. RIGHT TO USE LIFT VARIABLE WIDTH (Z) LIMITED IN STRATUM
11. POSITIVE COVENANT
12. EASEMENT FOR SERVICES (WHOLE OF LOT)
13. EASEMENT FOR SUBSTATION 1.735 WIDE (S)
14. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.735 WIDE (R)
15. EASEMENT FOR OSD TANK VARIABLE WIDTH (T) LIMITED IN STRATUM
16. POSITIVE COVENANT

IT IS INTENDED TO RELEASE :

1. EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH DP 1163230

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 COM1

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Registered:



19.12.2013

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOTS 10 TO 15
(INCLUSIVE) IN D.P.1163232 AND LOT 17
IN D.P.1187116

DP270800

(DOC.A)

Subdivision Certificate No: 162

Date of Endorsement: 1.10.2013

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by The Baptist Union of New
New South Wales ABN 24 941 624 663
In accordance with the Baptist Union
Incorporation Act 1919

Alan William Rice
Signature

ASSEMBLY COUNCIL MEMBER
Position

ALAN WILLIAM RICE
Name (print)

June M Heinrich
Signature

ASSEMBLY COUNCIL MEMBER
Position

JUNE M HEINRICH
Name (print)

David Campbell Smith
Signature

ASSEMBLY COUNCIL MEMBER
Position

DAVID CAMPBELL SMITH
Name (print)

Executed by Herring Rd Properties)
Pty Ltd ABN 27 086 726 678)
In accordance with section 127 of the
Corporations Act:

Adrian Paul Whiting
Company Secretary/Director

ADRIAN PAUL WHITING

Name of Company Secretary/Director
(print)

Allan Vidor
Director

ALLAN VIDOR

Name of Director (print)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 COM1

PLAN FORM 6A (2012)


WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Office Use Only

Registered:  19.12.2013

PLAN OF SUBDIVISION OF LOTS 10 TO 15
(INCLUSIVE) IN D.P.1163232 AND LOT 17
IN D.P.1187116

Subdivision Certificate No: 162

Date of Endorsement: 1.10.2013

Office Use Only

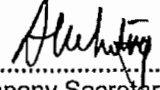
DP270800


(DOC.A)

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

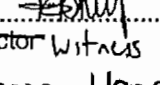
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by Toga Pty.Ltd. ABN)
27 000 926 947)
In accordance with section 127
of the Corporations Act:


.....
Company Secretary/Director
ADRIAN PAUL WHITING
.....
Name of Company Secretary/Director
(print)


.....
Director
ALLAN VIDOR
.....
Name of Director (print)

for and on behalf of
Executed by Ayers Holdings B.V.)
by authority of its directors: as Mortgagee under registered mortgage
its duly constituted Attorney pursuant to Power of Attorney Registered Book
No. 4656 in the presence of: No. -999


.....
Director Witness
Rebecca Honey
.....
Name of Director (print)
Witness

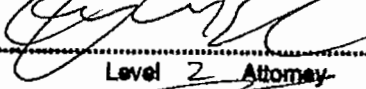
Address of Witness: 7 Cooyong cres Toongabbie
Signed sealed and delivered for and)
on behalf of National Australia Bank)
Limited by its duly appointed attorney)
pursuant to Power of Attorney)

registered :
dated:
In the presence of:

.....
Signature of Witness
.....
Name of Witness (print)
.....
Address of Witness (print)

(AH 684091
AI 159073
AH 92789 by
Book - 4656
No. -999

MATTHEW ROBERT SALLEY
.....
Name of Director (print)
Mortgagee under Mortgage No. AU664310
Signed at SYDNEY this 14TH day of
NOVEMBER 2013 for National
Australia Bank Limited ABN 12 004 044 937
by OLIVER BENT
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


.....
Level 2 Attorney
.....
Witness/Bank Officer BEN ROSI
.....
Signature of Attorney (I have no notice
of revocation of the power of attorney
under which I sign this document)
.....
Name of Attorney (print)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 COM1


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Registered:  19.12.2013

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOTS 10 TO 15
(INCLUSIVE) IN D.P.1163232 AND LOT 17
IN D.P.1187116

DP270800

(DOC.A)

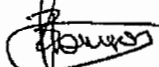
Subdivision Certificate No: 162

Date of Endorsement: 1.10.2013

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed for and on behalf of
Ausgrid ABN 67 505 337 385 by its duly
constituted Attorney pursuant to
Power of Attorney registered Book 4641 No 639
in the presence of:



Signature of Witness
BRIDGET ANNE THOMSON

Name of Witness (please print)

570 George Street
Sydney NSW 2000

Address of Witness



Signature of Attorney

TREVOR MARK ARMSTRONG

Name of Attorney

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 COM1


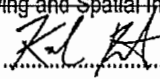
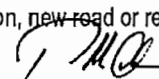
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)


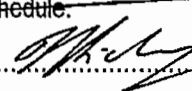
<p>Registered:  3.10.2014</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP270800</p> <p style="text-align: right;">(DOC.B)</p>
<p>PLAN OF SUBDIVISION OF LOT 6 IN DP 270800</p>	<p>LGA: RYDE</p> <p>Locality: MACQUARIE PARK</p> <p>Parish: HUNTERS HILL</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>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</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Surveying Certificate</p> <p>I, <u>KARL ROBERTSON</u> of Denny Linker & Co. Level 5, 17 Randle St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>* (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on: <u>13/03/2014</u></p> <p>* (b) The part of the land shown in the plan (being/excluding.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was completed in accordance with that Regulation.</p> <p>* (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature: <u></u> Dated: <u>16/7/2014</u></p> <p>Surveyor ID: <u>7835</u></p> <p>Datum Line: <u>'X' - 'Y'</u></p> <p>Type: <u>*Urban/*Rural-</u></p> <p>The terrain is <u>*Level-Undulating / *Steep-Mountainous-</u></p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Subdivision Certificate</p> <p>I, <u>PATRICK GERARD MCNAMARA</u> *Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u></u></p> <p>Accreditation no: <u>BPB 0264</u></p> <p>Consent/Authority: <u>ACCREDITED CERTIFIER</u></p> <p>Date of Endorsement: <u>23.7.2014</u></p> <p>Subdivision Certificate no: <u>182</u></p> <p>File no: <u>77581.SC.05</u></p> <p style="text-align: center;">*Strike through if inapplicable</p>	<p>Plans used in the preparation of survey/compilation-</p> <p>DP's 270800 1163230 1163232</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>SURVEYORS REFERENCE: 110914 COM2</p>

PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

Office Use Only		Office Use Only	
Registered:  3.10.2014		DP270800 (DOC.B)	
PLAN OF SUBDIVISION OF LOT 6 IN DP 270800			
Subdivision Certificate No.: 182 Date of Endorsement: 23.7.2014		Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B Instruments should be provided on Plan Form 6A	
Name of Development (Optional)		Address for Service of Notices	
WARNING STATEMENT (Approved Form 7) This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989. Any changes will be recorded in a replacement schedule.		VALUER'S CERTIFICATE (Approved Form 9) I, <u>BRIAN HICKEY</u> of <u>COLLIERS INTERNATIONAL, LEVEL 42, 100 MILLER ST NORTH</u> being a Valuer registered under the Valuer's Registration Act 1975, certify that; *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on <u>27 OCTOBER 2011</u> *(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ being the date of the Valuer's Certificate lodged with the original initial schedule or the revised schedule. Signature:  Date <u>24 July 2014</u> *Strike through if applicable ^ Insert date of valuation	
UPDATE NOTE (Approved Form 8) This document contains an *updated/ revised Schedule of Unit Entitlements and replaces the existing schedule registered on <u>19/12/2013</u> . *Strike out through if inapplicable ^Insert registration date of previous schedule			

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	228	SP 89124
3	183	SP 89133
4	2	
5	1	
6	SUBDIVIDED INTO LOTS 8-10	SEE ADDITIONAL SHEETS 10 - 19
7	230	
8	129	
9	226	
10	1	
TOTAL	1000	

If space is insufficient use annexure sheet- Plan Form 6A

SURVEYORS REFERENCE: 110914 COM2

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Registered:



3.10.2014

PLAN OF SUBDIVISION OF LOT 6
IN DP 270800

DP270800

(DOC.B)

Subdivision Certificate No:182.....

Date of Endorsement:23.7.2014.....

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- 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
8	8	SAUNDERS	CLOSE	MACQUARIE PARK
9	6	SAUNDERS	CLOSE	"
10	N/A	N/A	N/A	"

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

1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
2. EASEMENT FOR SERVICES (WHOLE OF LOT)
3. EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT)
4. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (A) LIMITED IN STRATUM
5. POSITIVE COVENANT

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 COM2


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Office Use Only
Registered:  3.10.2014

PLAN OF SUBDIVISION OF LOT 6
IN DP 270800

DP270800

(DOC.B)

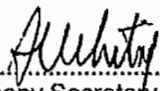
Subdivision Certificate No:182.....

Date of Endorsement:23.7.2014.....

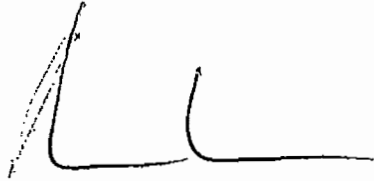
This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of Intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by Herring Rd Properties)
Pty Ltd ABN 27 086 726 678)
in accordance with section 127 of the
Corporations Act:

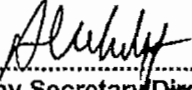

.....
Company Secretary/Director

ADRIAN PAUL WHITING
.....
Name of Company Secretary/Director
(print)

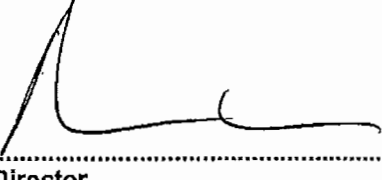

.....
Director

ALLAN VIDOR
.....
Name of Director (print)

Executed by Toga Pty.Ltd. ABN)
27 000 926 947)
in accordance with section 127
of the Corporations Act:


.....
Company Secretary/Director

ADRIAN PAUL WHITING
.....
Name of Company Secretary/Director
(print)


.....
Director

ALLAN VIDOR
.....
Name of Director (print)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 COM2

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Registered:



3.10.2014

PLAN OF SUBDIVISION OF LOT 6
IN DP 270800

DP270800

(DOC.B)

Subdivision Certificate No: 182

Date of Endorsement: 23.7.2014

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting Interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed for and behalf of
Ayers Holdings B.V.
as mortgagee under registered mortgage
AH684091; AH159073; AH92789 by its
duly constituted Attorney pursuant to
Power of Attorney Registered Book
No.4656 No.999:

Witness

Rebecca Honey
Name of Witness (print)

Signed sealed and delivered for and
on behalf of National Australia Bank
Limited by its duly appointed attorney
pursuant to Power of Attorney

registered :

dated:
in the presence of:

Signature of Witness

Name of Witness (print)

Address of Witness (print)

Attorney
MATTHEW ROBERT BAILEY

Name of Attorney (print)

AH59071
Mortgagee under Mortgage No. AH664310
Signed at Sydney this 1st day of
August 20 14 for National
Australia Bank Limited ABN 12 004 044 937
by Neil Kumar
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level Attorney

Witness/Bank Officer
EVAN TANG

Signature of Attorney (I have no notice
of revocation of the power of attorney
under which I sign this document)

Name of Attorney (print)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 COM2


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Office Use Only
Registered:  3.10.2014

PLAN OF SUBDIVISION OF LOT 6
IN DP 270800

DP270800

(DOC.B)

Subdivision Certificate No:182.....

Date of Endorsement:23.7.2014.....

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- 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.

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110914 COM2

DP270800

COVER SHEET FOR SECTION 88B INSTRUMENT

.....
ATTENTION
.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	19.12.2013	9	28
Document 2	3.10.2014	10	7

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

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

ePlan (DOC.1)
 (Sheet 1 of 28 sheets)

Plan: **DP270800** Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and Lot 17 in DP1187116 covered by Subdivision Certificate No. 162

Full name and address of the owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
 Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
 c/- Morling College
 120 – 128 Herring Road
 Macquarie Park NSW 2113

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support and Shelter (Whole of Lot)	2 3 4	3, 4 2, 4 2, 3
2	Easement for Services (Whole of Lot)	2 3 4	3, 4 2, 4 2, 3
3	Easement for Fire Stairs and Passages (Whole of Lot)	2 3 4	3, 4 2, 4 2, 3
4	Easement for Construction Purposes (Whole of Lot)	1 2 3 5 6	2, 3, 4, 5, 6, 7 3, 4, 5, 6, 7 2, 4, 5, 6, 7 2, 3, 4, 6, 7 2, 3, 4, 5, 7


 Council Authorised Person


 Macquarie Park – Community Plan
 6134944/19

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

ePlan (DOC.1)
(Sheet 2 of 28 sheets)

Plan: **Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and Lot 17 in DP1187116 covered by Subdivision Certificate No. 162**

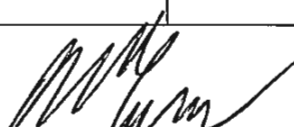
DP270800


Full name and address of the owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

Number of item shown in the intention panel on the Plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		7	2, 3, 4, 5, 6
5	Easement to Drain Water Variable Width (U)	5, 6	Council
6	Easement for Drainage Over Existing Line of Pipes (V)	1	18/1187116
7	Easement for Access (Pedestrian and Bicycle) 2.5 Wide (W) Limited in Stratum	3	Council
8	Easement for Car Park Access Variable Width (X) Limited in Stratum	2 3	3, 4 4
9	Right of Access Variable Width (Y) Limited in Stratum	2	4


.....
Council Authorised Person


Macquarie Park – Community Plan
6134944/19

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

ePlan (DOC.1)
(Sheet 3 of 28 sheets)

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
DP270800 Lot 17 in DP1187116 covered by Subdivision Certificate
No. 162


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

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

Number of item shown in the intention panel on the Plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
10	Right to Use Lift Variable Width (Z) Limited in Stratum	2	4
11	Positive Covenant	2, 3, 4	Council
12	Easement for Services (Whole of Lot)	1	2, 3, 4, 5, 6, 7
13	Easement for Substation 1.735 Wide (S)	1	6
14	Easement for Electricity and Other Purposes 1.735 Wide (R)	1	Ausgrid ABN 67 505 337 385
15	Easement for OSD Tank Variable Width (T) Limited in Stratum	1	6


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Council Authorised Person


Macquarie Park – Community Plan
6134944/19

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

ePlan(DOC.1)
(Sheet 4 of 28 sheets)

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
DP270800 Lot 17 in DP1187116 covered by Subdivision Certificate
No. 162

Full name and address of the
owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

Number of item shown in the intention panel on the Plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
16	Positive Covenant	1, 6	Council

Part 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the Plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Encroaching Structure Variable Width DP1163230	18/1187116	13/1163232, 14/1163232, 15/1163232, 17/1187116



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Council Authorised Person



Macquarie Park – Community Plan
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ePlan (DOC.1)

(Sheet 5 of 28 sheets)

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
Lot 17 in DP1187116 covered by Subdivision Certificate
DP270800 No. 162

Full name and address of the
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Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

Airspace means the airspace of the Lot Burdened.

Authority means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

Authorised User means any person authorised by the Grantee and includes:

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority, the officers, servants, agents and workmen of the Authority and any other person authorised by the Authority to exercise its rights or comply with its obligations under this Instrument.

Council means City of Ryde Council or its successor.

Council Authorised Users means each and every member of the public without the need for any specific authority of Council.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of an Easement.

Freehold Act means the *Strata Schemes (Freehold Development) Act 1973* (NSW).

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Council Authorised Person

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ePlan (DOC.1)

(Sheet 6 of 28 sheets)

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Grantee means:

- (a) the registered proprietor of a Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this s88B instrument.

Lot 1 means lot 1 in the Plan.

Lot 6 means lot 6 in the Plan.

Lot 6 Owner means the registered proprietor of Lot 6 from time to time.

Lot Benefited means the whole or any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of an Easement.

OSD Tank the on site detention tank constructed or to be constructed on Lot 1 or Lot 6 or on both part Lot 6 and part Lot 1 in accordance with the terms of the Easement numbered 15 in the Plan.

Owners Corporation means an owners corporation created on registration of a Strata Plan.


Plan means the plan to which this Instrument relates.

Strata Management Statement means a strata management statement registered according to the Freehold Act which applies to any of the lots in the Plan.

Strata Plan means a strata plan registered under the Freehold Act.

Strata Scheme means a strata scheme created on registration of a Strata Plan.


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Council Authorised Person


Macquarie Park – Community Plan
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ePlan (DOC.1)
(Sheet 7 of 28 sheets)

Plan: **Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and Lot 17 in DP1187116 covered by Subdivision Certificate No. 162**

DP270800

Full name and address of the owner of the land:

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Substation the substation constructed or to be constructed on Lot 1 or Lot 6 or on both part Lot 6 and part Lot 1 in accordance with the terms of the Easement numbered 13 in the Plan.

1. Easement for Support and Shelter (Whole of Lot) numbered 1 in the Plan

An easement for support and shelter as defined in and the subject of section 8AA of the Freehold Act as if the easement was created under that section of the Freehold Act.

2. Terms of Easement for Services (Whole of Lot) numbered 2 in the Plan

2.1 In this Easement, Services includes water, recycled water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, security, fire, mechanical, conditioned air, garbage, telephone and other communications, television, television or radio impulses or signals service.

2.2 An easement for Services created under and the subject of section 8AB of the Freehold Act as if the easement was created under that section of the Freehold Act.

2.3 For the purposes of this easement, Services includes those Services installed up to and including the date of issue of an occupation certificate in respect of all parts of lots 2, 3 and 4 in the Plan.

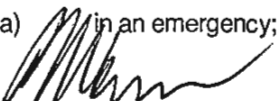
2.4 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Services or the Easement Site.

2.5 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

2.6 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

3. Terms of Easement for Fire Stairs and Passages (Whole of lot) numbered 3 in the Plan

3.1 The Grantee and its Authorised Users may pass and repass across fire stairs and passages within the Lots Burdened by foot only and only for the purpose of egressing from the Lots Benefited:

(a)  in an emergency; or

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Council Authorised Person


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ePlan (DOC.1)
(Sheet 8 of 28 sheets)

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
DP270800 Lot 17 in DP1187116 covered by Subdivision Certificate
No. 162

**Full name and address of the
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- (b) in the case of a fire or fire drill purposes; or
- (c) if the lifts are not operational or are otherwise unavailable.

3.2 In exercising its powers under clause 3.1, the Grantee and Authorised Users must:


- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and
- (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
- (c) make good any collateral damage.

4. Terms for Easement for Construction Purposes (Whole of Lot) numbered 4 in the Plan

4.1 Subject to clause 4.2, the Grantee and its Authorised Users may (at the Grantee's cost):

- (a) use and access the Lot Burdened (including the Airspace) to enable the construction of improvements on the Lots Benefited; and
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work including installing, keeping and using any scaffolding, fencing, plant, equipment, signage and machinery on the Lot Burdened;
 - (iv) encroaching on the Lot Burdened (including the Airspace); and
 - (v) swinging of a crane jib over the Lot Burdened.


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

ePlan (DOC.1)

(Sheet 9 of 28 sheets)

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
Lot 17 in DP1187116 covered by Subdivision Certificate
DP270800 No. 162

**Full name and address of the
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4.2 In exercising the powers under clause 4.1, the Grantee and its Authorised Users must (at the Grantee's cost):


- (a) obtain all necessary approvals from the relevant Authorities;
- (b) ensure all work is done properly and in accordance with the requirements of all relevant Authorities;
- (c) cause as little inconvenience as is practicable to the Lots Burdened and any occupier of the Lots Burdened;
- (d) cause as little damage as is practicable to the Lots Burdened and any improvements on the Lots Burdened;
- (e) restore the Lots Burdened as nearly as is practicable to its former condition;
- (f) make good any collateral damage;
- (g) take out and maintain all relevant insurances, including insurances required by legislation and public liability insurance;
- (h) indemnify the Grantor against any loss, cost or damage arising from the Grantee and its Authorised Users accessing the Lots Burdened and exercising their rights under this Easement.

4.3 The rights under this Easement terminate on the date of issue of an occupation certificate for the last building constructed on the Lot Benefited after registration of the Plan and on and from that date this Easement is extinguished without further assurance.

5. Easement to Drain Water Variable Width (U) numbered 5 in the Plan

5.1 An easement for drainage of water in the terms of Part 7 Schedule 4A of the Conveyancing Act 1919 is created.


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Council Authorised Person


Macquarie Park – Community Plan
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ePlan(DOC.1)

(Sheet 10 of 28 sheets)

DP270800

Full name and address of the owner of the land:

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Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 5 in the Plan.

Council.

6. Easement for Drainage Over Existing Line of Pipes (V) numbered 6 in the Plan


6.1 Subject to clause 6.2, the Grantee and its Authorised Users may:

- (a) use the existing line of pipes in the Lot Burdened as at the date of registration of the Plan (which the Grantor acknowledges is and will remain the property of the Grantee), or any replacement of such pipes constructed within the Easement Site effected in accordance with the terms of this Easement (which the Grantor acknowledges is and will remain the property of the Grantee) for the purpose of draining water through each Lot Burdened, but only within the Easement Site; and
- (b) do anything necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened;
 - (iii) carry out work, such as constructing, placing, repairing or maintaining pipes and equipment.

6.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (c) restore the Lot Burdened as is practicable to its former condition; and
- (d) make good any collateral damage.

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Council Authorised Person


Macquarie Park – Community Plan
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ePlan (DOC.1)
(Sheet 11 of 28 sheets)

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DP270800 No. 162

**Full name and address of the
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6.3 Except when urgent work is required, the Grantee must:

- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
- (b) only enter the Lot Burdened during times reasonably agreed by the Grantor; and
- (c) comply with the reasonable directions of the Grantor relating to any security arrangements in place with respect of that part of the Lot Burdened intended to be entered by the Grantee.

6.4 Where the Grantee enters the Lot Burdened for the purposes of carrying out urgent work, the Grantee must notify the Grantor of that entry as soon as it is practicable to do so.

7. Terms of Easement for Access (Pedestrian and Bicycle) 2.5 Wide (W) Limited in Stratum numbered 7 in the Plan.

7.1 The rights under this Easement for Access do not take effect until completion of construction of the pedestrian and bicycle path (**Works**) forming part of the Easement Site by the Grantor.

7.2 The Grantor grants to Council and Council's Authorised Users full and free right to go, pass and repossess at all times over the Easement Site:

- (a) on foot or bicycle;
- (b) with wheelchairs or other disabled access aids; and

7.3 without vehicles, skateboards, scooters, rollerblades or similar items. The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) Council's Authorised Users if that Council Authorised User:

- (a) is not adequately clothed;
- (b) is drunk or under the influence of drugs;
- (c) loiters or causes excessive noise; or

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Council Authorised Person


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ePlan (DOC.1)

(Sheet 12 of 28 sheets)

DP270800

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(d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.

7.4 In exercising the powers granted under this Easement, Council and Council's Authorised Users must:

- (a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;
- (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it;
- (c) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage.

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant numbered 7 in the Plan.

Council.

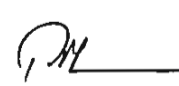
8. Terms of Easement for Car Park Access Variable Width (X) Limited in Stratum numbered 8 in the Plan.

8.1 The Grantee and its Authorised Users may (with or without vehicles):

- (a) by any reasonable means pass and repass at all times over the Easement Site; and
- (b) do anything reasonable for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything on to the Lot Burdened.

8.2 In exercising the powers granted under this Easement, a Grantee and its Authorised Users must:

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Council Authorised Person


Macquarie Park – Community Plan
6134944/19

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-
- (a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;
 - (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it;
 - (c) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (d) make good any collateral damage.

9. Terms of Right of Access Variable Width (Y) Limited in Stratum numbered 9 in the Plan.

9.1 The Grantee and its Authorised Users may, with or without vehicles:

- (a) pass across each Lot Burdened, but only within the Easement Site, to get to or from the Lot Benefited; and
- (b) do anything reasonable for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything on to the Lot Burdened.

9.2 In exercising the powers granted under this Easement, a Grantee must:

- (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and
- (ii) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
- (iii) make good any collateral damage.


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Macquarie Park – Community Plan
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10. Terms of Right to Use Lift Variable Width (Z) Limited in Stratum numbered 10 in the Plan.

10.1 Subject to clauses 10.2, 10.3 and 10.4, the Grantee and its Authorised Users may use the lifts within the Easement Site and pass and repass over the Easement Site:

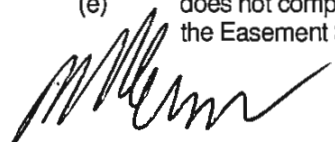
- (a) on foot;
- (b) with wheelchairs or other disabled access aids; and
- (c) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).

10.2 The Grantee and its Authorised users may use any lift within the Easement Site, subject to availability of the lift and any rules of operation for the lift reasonably determined by the Grantor from time to time.

10.3 The Grantee and its Authorised Users must not use the lift within the Easement Site for the transporting of retail goods.

10.4 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:

- (a) is not adequately clothed;
- (b) is drunk or under the influence of drugs;
- (c) loiters or causes excessive noise;
- (d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or
- (e) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.


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ePlan (DOC.1)
(Sheet 15 of 28 sheets)

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DP270800 No. 162
Full name and address of the owner of the land: Herring Rd Properties Pty Limited ABN 27 086 726 678
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- 10.5 In exercising the powers granted under this Easement, a Grantee must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and
 - (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (c) make good any collateral damage.
- 10.6 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the lift within the Easement Site and the Easement Site.
- 10.7 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- 10.8 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.
- 11. Terms of Positive Covenant numbered 11 in the Plan**
- 11.1 In this clause 11, the term "Registered Proprietor" shall include the Registered Proprietor of the Lots Burdened from time to time, and all of the Registered Proprietor's heirs, executors, assigns and successors in title to the Lots Burdened and where there are two or more Registered Proprietors of the Lots Burdened the terms of this covenant shall bind all those Registered Proprietors jointly and severally.
- 11.2 The Registered Proprietor will at the Registered Proprietor's own expense well and sufficiently maintain and keep in good and substantial repair and working order in accordance with dimensions approved by Council any on-site detention system (which expression shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water) (herein after called "the system") which exists from time to time on the Lots Burdened.


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Council Authorised Person


Macquarie Park – Community Plan
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ePlan (DOC.1)

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- 11.3 Where the Registered Proprietor of the Lots Burdened fails to maintain the system in accordance with the above and fails to comply with any written request of Council within such reasonable time as nominated in said request, the Registered Proprietor shall meet any reasonable costs incurred by the Council in carrying out works necessary to reinstate satisfactory performance of the system.

Name of Authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 11 in the Plan.

Council

12. Terms of Easement for Services (Whole of Lot) numbered 12 in the Plan

- 12.1 An easement for services in the terms of Part 11 Schedule 8 of the Conveyancing Act 1919 is created.

13. Terms of Easement for Substation 1.735 Wide (S) numbered 13 in the Plan

- 13.1 Subject to clause 13.2, the Grantee and its Authorised Users may (at the Grantee's cost):

- (a) use and access the Lot Burdened (including the Airspace) to enable the construction of part or the whole of a Substation within the Easement Site; and
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work including installing, keeping and using any scaffolding, fencing, plant, equipment, signage and machinery on the Lot Burdened;
 - (iv) encroaching on the Airspace; and
 - (v) swinging of a crane jib over the Lot Burdened.



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Council Authorised Person



Macquarie Park – Community Plan
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ePlan (DOC.1)

(Sheet 17 of 28 sheets)

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
Lot 17 in DP1187116 covered by Subdivision Certificate
DP270800 No. 162

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

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

13.2 In exercising the powers under clause 13.1, the Grantee and its Authorised Users must (at the Grantee's cost):

- (a) obtain all necessary approvals from the relevant Authorities;
- (b) ensure all work is done properly and in accordance with the requirements of all relevant Authorities;
- (c) cause as little inconvenience as is practicable to the Lots Burdened and any occupier of the Lots Burdened;
- (d) cause as little damage as is practicable to the Lots Burdened and any improvements on the Lots Burdened;
- (e) restore the Lots Burdened as nearly as is practicable to its former condition;
- (i) make good any collateral damage;
- (j) take out and maintain all relevant insurances, including insurances required by legislation and public liability insurance; and
- (f) indemnify the Grantor against any loss, cost or damage arising from the Grantee and its Authorised Users accessing the Lots Burdened and exercising their rights under this Easement.

13.3 The rights under clauses 13.1 and 13.2 of this Easement terminate on the date of issue of an occupation certificate for the last building constructed on the Lot Benefited after registration of the Plan and on and from that date the rights under clauses 13.1 and 13.2 of this Easement are extinguished without further assurance.

13.4 Once the Substation is constructed, the Grantee may:

- (a) insist the Substation remain but only to the extent the Substation is within the Easement Site.


.....
Council Authorised Person


Macquarie Park – Community Plan
6134944/19

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

ePlan (DOC.1)

(Sheet 18 of 28 sheets)

DP270800

Full name and address of the
owner of the land:

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
Lot 17 in DP1187116 covered by Subdivision Certificate
No. 162

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

- (b) do anything reasonably necessary for that purpose, including:
- (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining that part of the Substation located or to be located within the Easement Site.

13.5 In exercising the powers under clause 13.4, the Grantee and its Authorised Users must (at the Grantee's cost):

- (a) obtain all necessary approvals from the relevant Authorities;
- (b) ensure all work is done properly and in accordance with the requirements of all relevant Authorities;
- (c) cause as little inconvenience as is practicable to the Lots Burdened and any occupier of the Lots Burdened;
- (d) cause as little damage as is practicable to the Lots Burdened and any improvements on the Lots Burdened;
- (e) restore the Lots Burdened as nearly as is practicable to its former condition;
- (f) make good any collateral damage;
- (g) take out and maintain all relevant insurances, including insurances required by legislation and public liability insurance; and
- (h) indemnify the Grantor against any loss, cost or damage arising from the Grantee and its Authorised Users accessing the Lots Burdened and exercising their rights under this Easement.



.....
Council Authorised Person



Macquarie Park – Community Plan
6134944/19

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

ePlan (DOC.1)

(Sheet 19 of 28 sheets)

DP270800

Full name and address of the owner of the land:

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and Lot 17 in DP1187116 covered by Subdivision Certificate No. 162

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

13.6 The Grantor may insist that this Easement be extinguished when the Substation on the Lot Benefited is removed (except removal for the purposes of prompt renewal or repair).

14. Terms of Easement for Electricity and Other Purposes 1.735 Wide (R) numbered 14 in the Plan.

14.1 The rights under this Easement for Electricity and Other Purposes do not take effect until completion of construction of the Substation within the whole or part of the Easement Site by the Lot 6 Owner.

14.2 An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 14 in the plan.

Ausgrid ABN 67 505 337 385.

15. Terms of Easement for OSD Tank Variable Width (T) Limited in Stratum numbered 15 in the Plan

15.1 Subject to clause 15.2 the Grantee and its Authorised Users may (at the Grantee's cost):

- (a) use and access the Lot Burdened (including the Airspace) to enable the construction of part or the whole of an OSD Tank within the Easement Site; and
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work including installing, keeping and using any scaffolding, fencing, plant, equipment, signage and machinery on the Lot Burdened;

.....
Council Authorised Person


Macquarie Park – Community Plan
6134944/19

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

ePlan (DOC.1)

(Sheet 20 of 28 sheets)

DP270800

Full name and address of the owner of the land:

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and Lot 17 in DP1187116 covered by Subdivision Certificate No. 162

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

- (iv) encroaching on the Lot Burdened (including the Airspace); and
- (v) swinging of a crane jib over the Lot Burdened.

15.2 In exercising the powers under clause 15.1, the Grantee and its Authorised Users must (at the Grantee's cost):


- (a) obtain all necessary approvals from the relevant Authorities;
- (b) ensure all work is done properly and in accordance with the requirements of all relevant Authorities;
- (c) cause as little inconvenience as is practicable to the Lots Burdened and any occupier of the Lots Burdened;
- (d) cause as little damage as is practicable to the Lots Burdened and any improvements on the Lots Burdened;
- (e) restore the Lots Burdened as nearly as is practicable to its former condition;
- (f) make good any collateral damage; and
- (g) indemnify the Grantor against any loss, cost or damage arising from the Grantee and its Authorised Users accessing the Lots Burdened and exercising their rights under this Easement.

15.3 The rights under clauses 15.1 and 15.2 of this Easement terminate on the date of issue of an occupation certificate for the last building constructed on the Lot Benefited after registration of the Plan and on and from that date the rights under clauses 15.1 and 15.2 of this Easement are extinguished without further assurance.

15.4 Once the OSD Tank is constructed, the Grantee may:

- (a) insist the OSD Tank remain but only to the extent the OSD Tank is within the Easement Site.


.....
Council Authorised Person


Macquarie Park – Community Plan
6134944/19

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

ePlan (DOC.1)

(Sheet 21 of 28 sheets)

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and Lot 17 in DP1187116 covered by Subdivision Certificate
DP270800
Full name and address of the owner of the land:

No. 162

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

-
- (b) do anything reasonably necessary for that purpose, including:
- (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining that part of the OSD Tank located or to be located within the Easement Site.
- 15.5 In exercising the powers under clause 15.4, the Grantee and its Authorised Users must (at the Grantee's cost):
- (a) obtain all necessary approvals from the relevant Authorities;
 - (b) ensure all work is done properly and in accordance with the requirements of all relevant Authorities;
 - (c) cause as little inconvenience as is practicable to the Lots Burdened and any occupier of the Lots Burdened;
 - (d) cause as little damage as is practicable to the Lots Burdened and any improvements on the Lots Burdened;
 - (e) restore the Lots Burdened as nearly as is practicable to its former condition;
 - (f) make good any collateral damage; and
 - (g) indemnify the Grantor against any loss, cost or damage arising from the Grantee and its Authorised Users accessing the Lots Burdened and exercising their rights under this Easement.
- 15.6 The Grantor may insist that this Easement be extinguished when the OSD Tank on the Lot Benefited is removed (except removal for the purposes of prompt renewal or repair).


.....
Council Authorised Person


Macquarie Park – Community Plan
6134944/19

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

ePlan (DOC.1)
(Sheet 22 of 28 sheets)

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
Lot 17 in DP1187116 covered by Subdivision Certificate
DP270800 No. 162

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

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012


The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

16. Terms of Positive Covenant numbered 16 in the Plan

- 16.1 This Positive Covenant does not take effect until completion of construction of the OSD Tank within the whole or part of the Easement Site by the Lot 6 Owner.
- 16.2 In this clause 16, the term "Registered Proprietor" shall include the Registered Proprietor of the Lots Burdened from time to time, and all of the Registered Proprietor's heirs, executors, assigns and successors in title to the Lots Burdened and where there are two or more Registered Proprietors of the Lots Burdened the terms of this covenant shall bind all those Registered Proprietors jointly and severally.
- 16.3 The Registered Proprietor will at the Registered Proprietor's own expense well and sufficiently maintain and keep in good and substantial repair and working order in accordance with dimensions approved by Council any on-site detention system (which expression shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water) (herein after called "the system") which exists from time to time on the Lots Burdened.
- 16.4 Where the Registered Proprietor of the Lots Burdened fails to maintain the system in accordance with the above and fails to comply with any written request of Council within such reasonable time as nominated in said request, the Registered Proprietor shall meet any reasonable costs incurred by the Council in carrying out works necessary to reinstate satisfactory performance of the system.

Name of Authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 16 in the Plan

Council


.....
Council Authorised Person


Macquarie Park – Community Plan
6134944/19

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

ePlan (DOC.1)

(Sheet 23 of 28 sheets)

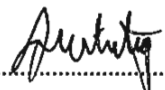
Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
Lot 17 in DP1187116 covered by Subdivision Certificate
DP270800 No. 162

Full name and address of the
owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

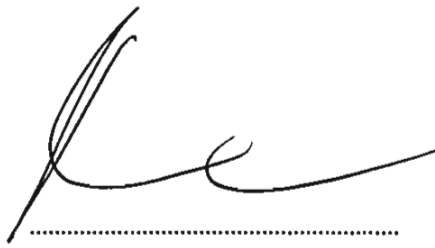
The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

Executed by Herring Rd Properties Pty)
Limited ABN 27 086 726 678 in)
accordance with section 127(1) of the
Corporations Act 2001 (Cth)



.....
Company Secretary/Director

ADRIAN PAUL WHITING

.....
Name of Company Secretary/Director
(print)


.....
Director

ALAN VIDOR
.....
Name of Director (print)


.....
Council Authorised Person


Macquarie Park – Community Plan
6134944/19

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

ePlan (DOC.1)
(Sheet 24 of 28 sheets)

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
Lot 17 in DP1187116 covered by Subdivision Certificate
No. 162

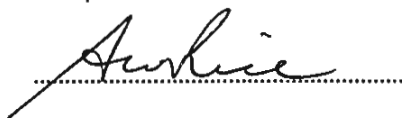
DP270800

Full name and address of the
owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

Executed by The Baptist Union of New)
South Wales ABN 24 941 624 663 in
accordance with the Baptist Union)
Incorporation Act 1919



Signature

ALAN WILLIAM RICE

Name (print)

June M Heinrich

Signature



Name (print)

DAVID CAMPBELL SLINN

Signature

DAVID CAMPBELL SLINN

Name (print)



Council Authorised Person

ASSEMBLY COUNCIL MEMBER

Position

ASSEMBLY COUNCIL MEMBER

Position

ASSEMBLY COUNCIL MEMBER

Position


Macquarie Park – Community Plan
6134944/19

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

ePlan (DOC.1)

(Sheet 25 of 28 sheets)

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
Lot 17 in DP1187116 covered by Subdivision Certificate
DP270800 No. 162

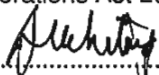
Full name and address of the
owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

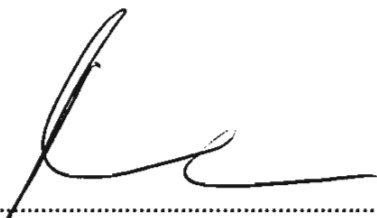
AH 684099, AI 159072

and Executed by Toga Pty Limited ACN 000 926)
947 as mortgagee under registered mortgage)
AH92788 in accordance with section 127(1) of)
the Corporations Act 2001 (Cth)


.....
Company Secretary/Director


ADRIAN PAUL WHITING

.....
Name of Company Secretary/Director (print)


.....
Director

ALLAN VIDOR

.....
Name of Director (print)


.....
Council Authorised Person


Macquarie Park – Community Plan
6134944/19

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

ePlan (DOC.1)

(Sheet 26 of 28 sheets)

DP270800

Full name and address of the
owner of the land:

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
Lot 17 in DP1187116 covered by Subdivision Certificate
No. 162

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

Executed for and on behalf of)
National Australia Bank Limited)
ACN 004 044 937 as mortgagee under)
registered mortgage AH20261 by)
its duly constituted Attorney pursuant to)
Power of Attorney registered Book No)
in the presence of:)

Signature of Witness

Name of Witness (please print)

Address of Witness

Signature of Attorney

Name of Attorney

Mortgagee under Mortgage No. AM664310 AI 159071
Signed at Sydney this 14TH day of
NOVEMBER 2013 for National
Australia Bank Limited ABN 12 004 044 937
by OLIVER BEN
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512
Level 2 Attorney
Witness Bank Officer BEN IDS

Council Authorised Person

Macquarie Park – Community Plan
6134944/19

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

ePlan (DOC.1)
(Sheet 27 of 28 sheets)

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
Lot 17 in DP1187116 covered by Subdivision Certificate
No. 162

DP270800


Full name and address of the
owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 - 128 Herring Road
Macquarie Park NSW 2113

for and on behalf of
Executed by Ayers Holdings B. V. by)
authority of its directors as mortgagee) under registered mortgage (AH 684091
Constituted Attorney pursuant to Power of Attorney registered Book No 4656 999 by its duly
in the presence
of:
Director Witness
Rebecca Honey
Name of Director (print)
Witness
Director Attorney
MATTHEW ROBERT GALEX
Name of Director (print)
Attorney

1 Cooyong cres Toongabbie
Address of Witness


Council Authorised Person


Macquarie Park - Community Plan
6134944/19

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

ePlan (DOC.1)
(Sheet 28 of 28 sheets)

Plan: Plan of Subdivision of Lots 10 to 15 (inclusive) in DP1163232 and
DP270800 Lot 17 in DP1187116 covered by Subdivision Certificate
No. 162

Full name and address of the
owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

The Baptist Union of New South Wales ABN 24 941 624 663
c/- Morling College
120 – 128 Herring Road
Macquarie Park NSW 2113

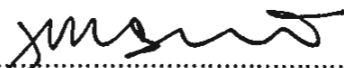
Executed for and on behalf of)
Ausgrid ABN 67 505 337 385 by its duly)
constituted Attorney pursuant to)
Power of Attorney registered Book 4641 No 639)
in the presence of:)



Signature of Witness
BRIDGET ANNE THOMSON

Name of Witness (please print)

570 George Street
Sydney NSW 2000

Address of Witness


Signature of Attorney
TREVOR MARK ARMSTRONG
Name of Attorney


Council Authorised Person


Macquarie Park – Community Plan
6134944/19

REGISTERED



19.12.2013

ePlan (DOC.2)
(Sheet 1 of 7 sheets)

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 (NSW)*

Plan: **DP270800** Plan of Subdivision of Lot 6 in DP 270800 covered by Subdivision Certificate No. **182**

Full name and address of the owner of the land: Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

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 or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support and Shelter (Whole of Lot)	8 9	9 8
2	Easement for Services (Whole of Lot)	8 9	9 8
3	Easement for Fire Stairs and Passages (Whole of Lot)	8 9	9 8
4	Right of Vehicular Access Variable Width (A) Limited in Stratum	8 9	9 8
5	Positive Covenant	8, 9	Council

Part 2 (Terms)

In this Instrument, unless the context otherwise requires:


Authority means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

Authorised User means any person authorised by the Grantee and includes:

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority, the officers, servants, agents and workmen of the Authority and any other person authorised by the Authority to exercise its rights or comply with its obligations under this Instrument.

Council means Council of the City of Ryde or its successor.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.


PAUL KAPETAS, GENERAL COUNSEL
Council Authorised Person



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 (NSW)*

Plan: **DP270800** **Plan of Subdivision of Lot 6 in DP 270800 covered by Subdivision Certificate No. 182**

Full name and address of the owner of the land: Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

Easement Site in relation to an Easement, means:

- (a) the site of the Easement identified in the Plan; and
- (b) all items within the site of an Easement identified in the Plan which are the subject of an Easement.

Freehold Act means the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.

Grantee means:

- (a) the registered proprietor of a Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this s88B instrument.

Lot Benefited means the whole or any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of an Easement.

Owners Corporation means an owners corporation created on registration of a Strata Plan.

Plan means the plan to which this Instrument relates.

Strata Management Statement means a strata management statement registered according to the Freehold Act which applies to any of the lots in the Plan.

Strata Plan means a strata plan registered under the Freehold Act.


Strata Scheme means a strata scheme created on registration of a Strata Plan.


1 Easement for Support and Shelter (Whole of Lot) numbered 1 in the Plan

An easement for support and shelter as defined in and the subject of section 8AA of the Freehold Act as if the easement was created under that section of the Freehold Act.

2 Terms of Easement for Services (Whole of Lot) numbered 2 in the Plan

- (a) In this Easement, Services includes water, recycled water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, security, fire, mechanical, conditioned air, garbage, telephone and other communications, television, television or radio impulses or signals service.
- (b) An easement for Services created under and the subject of section 8AB of the Freehold Act as if the easement was created under that section of the Freehold Act.
- (c) For the purposes of this easement, Services includes those Services installed up to and including the date of issue of an occupation certificate for lot 9 in the Plan.


PAUL KAPETAS, GENERAL COUNSEL
Council Authorised Person


6360415/9

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 (NSW)*

Plan: DP270800 Plan of Subdivision of Lot 6 in DP 270800 covered by
Subdivision Certificate No. 182

Full name and address of the owner of the land: Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

- (d) A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Services or the Easement Site.
- (e) A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- (f) The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

3 Terms of Easement for Fire Stairs and Passages (Whole of Lot) numbered 3 in the Plan

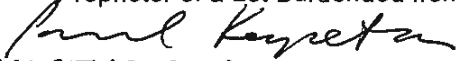
- (a) The Grantee and its Authorised Users may pass and repass across fire stairs and passages within the Lots Burdened by foot only and only for the purpose of egressing from the Lots Benefited:
 - (i) in an emergency; or
 - (ii) in the case of a fire or fire drill purposes; or
 - (iii) if the lifts are not operational or are otherwise unavailable.
- (b) In exercising its powers under clause 3(a), the Grantee and Authorised Users must:
 - (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and
 - (ii) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (iii) make good any collateral damage.


4 Terms of Right of Vehicular Access Variable Width (A) Limited in Stratum numbered 4 in the Plan

- (a) A right of vehicular access created under and the subject of section 8AB of the Freehold Act as if the easement was created under that section of the Freehold Act.
- (b) A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- (c) A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- (d) The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

5 Terms of Positive Covenant numbered 5 in the Plan

- (a) In this clause 5, the term " Registered Proprietor " shall include the Registered Proprietor of a Lot Burdened from time to time, and all his/her heirs, executors, assigns


PAUL KAPETAS, GENERAL COUNSEL
Council Authorised Person


6360415/9

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 (NSW)*

Plan: **DP270800** Plan of Subdivision of Lot 6 in DP 270800 covered by Subdivision Certificate No. *182*


Full name and address of the owner of the land: Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012


and successors in title to a Lot Burdended and where there are two or more Registered Proprietors of a Lot Burdended the terms of this covenant shall bind all those Registered Proprietors jointly and severally.

- (b) The Registered Proprietor, will at his own expense, maintain and keep in good and substantial repair and working order in accordance with any dimensions approved by Council, any on-site detention system and water sensitive urban design components (which expression shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water) ("the system") which exists from time to time on a Lot Burdended.
- (c) Where the Registered Proprietor of a Lot Burdended fails to maintain the system in accordance with the above and fails to comply with any written request of Council within such reasonable time as nominated in said request, the Registered Proprietor shall meet any reasonable costs incurred by Council in carrying out works necessary to reinstate satisfactory performance of the system.

6 Name of Authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant numbered 5 in the Plan

Council *of the City of Ryde Mr*


PAUL KAPETAS, GENERAL COUNSEL
Council Authorised Person


6360415/9

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 (NSW)*

Plan: **DP270800** Plan of Subdivision of Lot 6 in DP 270800 covered by Subdivision Certificate No. 182

Full name and address of the owner of the land: Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

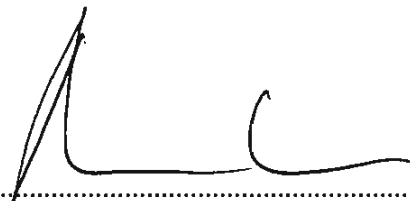
Executed by Herring Rd Properties Pty Limited ABN 27 086 726 678 in accordance with section 127(1) of the Corporations Act 2001 (Cth)



Company Secretary/Director

ADRIAN PAUL WHITING

Name of Company Secretary/Director (print)



Director

ALLAN VIDOR

Name of Director (print)

Executed by Toga Pty. Ltd. ACN 000 926 947 as mortgagee under registered mortgage AH92788 in accordance with section 127(1) of the Corporations Act 2001 (Cth)



Company Secretary/Director

ADRIAN PAUL WHITING


Name of Company Secretary/Director (print)




Director

ALLAN VIDOR

Name of Director (print)


PAUL KAPETAS, GENERAL COUNSEL
Council Authorised Person


6360415/9

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 (NSW)*

Plan: **DP270800** Plan of Subdivision of Lot 6 in DP 270800 covered by Subdivision Certificate No. 182

Full name and address of the owner of the land: Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

Executed for and on behalf of National)
Australia Bank Limited ACN 004 044 937 as)
mortgagee under registered mortgage)
AH20261 by its duly constituted Attorney)
pursuant to Power of Attorney registered)
Book No)
in the presence of:)

.....
Signature of Witness

.....
Name of Witness (please print)

.....
Address of Witness

.....
Signature of Attorney

.....
Name of Attorney


AZ159071
Mortgagee under Mortgage No. AH664310
Signed at Sydney this 1st day of
August 2014 for National
Australia Bank Limited ABN 12 004 044 937
by ~~the~~ EVAN TANG
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


.....
Level

.....
Attorney

.....
Witness/Bank Officer

NELL KUMAR


PAUL KAPETIS, GENERAL COUNSEL
Council Authorised Person


6360415/9

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 (NSW)*

Plan: DP270800

Plan of Subdivision of Lot 6 in DP 270800 covered by Subdivision Certificate No. 182

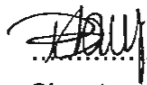
Full name and address of the owner of the land:

Herring Rd Properties Pty Limited ABN 27 086 726 678
Level 5, 45 Jones Street, Ultimo, Sydney, NSW 2012

AH 684091
AI 159073

Executed for and on behalf of **Ayers Holdings**)
B. V. as mortgagee under registered mortgage)
AH92789 by its duly constituted Attorney)
pursuant to Power of Attorney registered)
Book No)
in the presence of:)

Book No. 4656
999



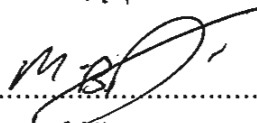
Signature of Witness

Rebecca Honey

Name of Witness (please print)

7 Cooyong Crescent Toongabbie NSW 2146

Address of Witness



Signature of Attorney

MATTHEW ROBERT BAILEY

Name of Attorney

REGISTERED



3.10.2014



PAUL KAPETTAS, GENERAL COUNSEL
Council Authorised Person



6360415/9

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AM503872H

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

(A) TORRENS TITLE	For the common property CP/SP89124				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1W</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/437</td></tr></table>	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/437	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/437				
CODE CH					

- (C) The Owners-Strata Plan No. 89124 certify that a special resolution was passed on 27/4/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No.
Added by-law No. Special By-law No.1 & 2
Amended by-law No.
as fully set out below:

Please see attached in "Annexure 1" to the 15CH form the Consolidated By-laws for Strata Plan 89124 which includes new Added Special By-law No.1 & 2 on Page 22 of 23 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1
- (G) The seal of The Owners-Strata Plan No. 89124 was affixed on 8 JUNE 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1705

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ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 89124

Annexure "A"

1 Definitions and Interpretation

Definitions

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

Act the Strata Schemes Management Act 1996;

Air Conditioning System the air conditioning fan coil units and any air conditioning plant, pipes, wires, cables, ducts, pumps, filters and fans associated with those air conditioning fan coil units but excluding the Condenser Units and any associated meters;

Architectural Design Guidelines the architectural and landscape standards which have been prescribed for the Strata Scheme and Community Scheme as contemplated by by-law 1 of the Community Management Statement;

Authority means any government or semi government authority or instrumentality, statutory or judicial authority, including Council;

Balcony means that part of a Lot which is noted as "B" on the Strata Plan;

Bike Spaces means the bicycle spaces shown on the Strata Plan as "BS";

Building the building erected on the Parcel known as Building A or lot 2 in the Community Plan;

Building Management Committee the committee appointed under the Strata Management Statement;

By-laws these by-laws;

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

Community Association Community Association DP270800;

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

Community Levies Schedule has the meaning given to that term in the Community Management Statement;

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

Community Parcel the land the subject of the Community Scheme;

Community Pathways has the meaning given to that term in the Community Management Statement;

Community Plan deposited plan DP270800;

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

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

Community Schemes Legislation the meaning given to that term in the Community Management Statement;

Condenser Units the air conditioning condenser units on that part of the Common Property located in the Building;

Council City of Ryde Council or its successor;

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

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

EWIS Panel 1 System has the meaning given to that term in the Community Management Statement;

Excluded Dog:

(i) pit bull terrier;

(ii) an American pit bull terrier;

(iii) a dogo argentino;

(iv) a fila brasileiro;

(v) a Japanese tosa;

(vi) any other outcross;

(vii) any dog prohibited from importation into Australia by the Commonwealth government; and

(viii) an unregistered or dangerous dog under the Companion Animals Act 1998;

Executive Committee the Executive Committee of the Owners Corporation elected in accordance with the Act;

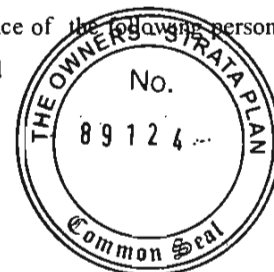
Fire Hydrant System has the meaning given to that term in the Community Management Statement;

The seal of The Owners-Strata Plan No 89124 was affixed on ...8 June 2017..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): 

Name(s) [use block letters]: ...TREVOR BRIGHT.....

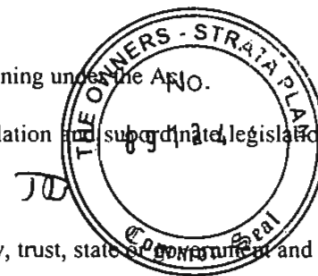
Authority:.....STRATA MANAGING AGENT.....



Fire Hydrant Tank has the meaning given to that term in the Community Management Statement;
Fire Indicator Panel 1 System has the meaning given to that term in the Community Management Statement;
Fire Safety Device any structure or device contained within a Lot or Common Property that:
(i) monitors or signals the incidence of smoke, heat or fire within the Parcel;
(ii) provides lighting in the case of smoke, heat or fire within the Parcel;
(iii) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
(iv) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
(v) is required by Law for fire safety or that otherwise improves fire safety;
Fire Sprinkler Pump has the meaning given to that term in the Community Management Statement;
Fire Sprinkler Pump Room has the meaning given to that term in the Community Management Statement;
Fire Sprinkler System has the meaning given to that term in the Community Management Statement;
Fire Sprinkler Tank has the meaning given to that term in the Community Management Statement;
Garbage Room the garbage room located on the Common Property on the ground level in the Building;
Government Agency any governmental, semi-government, statutory, public or other Authority having jurisdiction over the Parcel;
Landscaped Areas any external landscaped area which is on Common Property and includes associated lighting and irrigation, but excludes any retaining walls and is the subject of by-law 28;
Law includes:
(i) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
(ii) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent Authority;
Lot a lot in the Strata Plan;
Management Act Community Management Act 1989 (NSW);
Motorbike Spaces means the motorbike spaces shown on the Strata Plan as "MS";
Occupier any person in lawful occupation of a Lot or any part of a Lot;
Owner:
(i) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in that Lot; or
(ii) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 98 of the Act;
Owners Corporation the owners corporation for the Strata Scheme;
Parcel the land comprised in the Strata Scheme;
Permitted Person a person on the Parcel with the express or implied consent of an Owner or Occupier;
Restricted Common Property part of the Common Property, use of which has been restricted in accordance with section 54 of the Management Act as contemplated by by-law 26;
Restricted Common Property By-law a by-law made under by-law 26 creating Restricted Common Property;
Rules the rules made under these by-laws;
Screens any fly screens or other external screen or door which is attached to windows or doors;
Services include:
(i) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
(ii) the provision of sewerage and drainage;
(iii) transmission by telephone, radio, television, satellite or other means;
(iv) the provision of security systems; and
(v) any other facility, supply or transmission;
Stage 1 Recreational Facilities the gym, pool and BBQ area located on the Common Property and the subject of by-law 27;
Storage Area means that part of a Lot which is noted as "S" or "ST" on the Strata Plan;
Strata Management Statement strata management statement registered with the Strata Plan;
Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;
Strata Plan the strata plan registered with these by-laws;
Strata Scheme the strata scheme constituted on registration of the Strata Plan;
Terrace means that part of a Lot which is noted as "T" on the Strata Plan; and
Visitor Car Parking Space means that part of the Common Property noted as "VIS" on the Strata Plan.

Interpretation

- 1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
1.3 In these by-laws unless the contrary intention appears a reference to:
(a) any legislation includes subordinate legislation under it and includes that legislation as modified or replaced;
(b) the singular includes the plural and vice versa;
(c) any gender includes all other genders;
(d) a person includes a corporation, partnership, joint venture, association, Authority, trust, state or government and vice versa; and



- (e) this instrument includes any variation or replacement of it.
- 1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- 1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- 1.6 The word "includes" in any form is not a word of limitation.
- 1.7 A reference to Law includes all Law amending, consolidating or replacing Law.

Owners Corporation Consent

- 1.8 A person must make any application for the consent of the Owners Corporation under these by-laws in writing.
- 1.9 Subject to an express provision in these by-laws the Owners Corporation must acting reasonably:
 - (a) give consent conditionally or unconditionally; or
 - (b) withhold its consent.
- 1.10 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- 1.11 Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:
 - (a) the Owners Corporation at a general meeting; or
 - (b) the Executive Committee at an Executive Committee meeting.
- 1.12 The Owners Corporation must give any consent required under these by-laws in writing.
- 1.13 The Owners Corporation may delegate any function or consent to the Executive Committee as is permitted under Law to be delegated to the Executive Committee.

2 Laws and Instruments

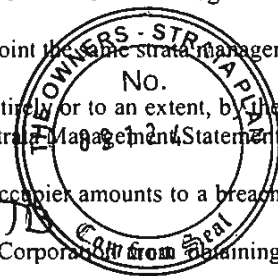
- 2.1 These by-laws set out the rules of the Strata Scheme and bind:
 - (a) Owners;
 - (b) Occupiers;
 - (c) the Owners Corporation;
 - (d) Permitted Persons; and
 - (e) mortgagees in possession of a Lot.

Community Management Statement

- 2.2 These by-laws should be read in conjunction with the by-laws contained in the Community Management Statement.
- 2.3 The Community Management Statement contains by-laws which affect the Strata Scheme including:
 - (a) rights and obligations of Owners and Occupiers and Permitted Persons;
 - (b) rights and obligations of the Community Association, the Owners Corporation and Permitted Persons;
 - (c) the keeping of animals;
 - (d) behaviour on Community Property and Common Property;
 - (e) garbage collection;
 - (f) security;
 - (g) washing;
 - (h) parking; and
 - (i) fencing.
- 2.4 Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Community Management Statement.
- 2.5 If there is any matter or thing that is authorised by these by-laws but is restricted, either entirely or to an extent, by the by-laws contained in the Community Management Statement, then the by-laws contained in the Community Management Statement shall prevail over these by-laws to the extent of the inconsistency.
- 2.6 A breach of the by-laws contained in the Community Management Statement by an Owner or Occupier amounts to a breach of these by-laws by that Owner or Occupier.
- 2.7 A consent under these by-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Community Management Statement.

Strata Management Statement

- 2.8 These by-laws should be read in conjunction with the by-laws contained in the Strata Management Statement.
- 2.9 Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.
- 2.10 When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Building Management Committee.
- 2.11 If there is any matter or thing that is authorised by these by-laws but is restricted, either entirely or to an extent, by the by-laws contained in the Strata Management Statement, then the by-laws contained in the Strata Management Statement shall prevail over these by-laws to the extent of the inconsistency.
- 2.12 A breach of the by-laws contained in the Strata Management Statement by an Owner or Occupier amounts to a breach of these by-laws by that Owner or Occupier.
- 2.13 A consent under these by-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Strata Management Statement.



Architectural Design Guidelines

- 2.14 Owners, Occupiers and the Owners Corporation must comply with the requirements of the Architectural Design Guidelines when carrying out any works to a Lot or the Common Property.

Rules

- 2.15 The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- 2.16 The Rules must be consistent with these by-laws.
- 2.17 The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- 2.18 If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- 2.19 The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

Compliance with these By Laws

- 2.20 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

Compliance with Laws

- 2.21 Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

Covenants and Easements

- 2.22 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

Levies

- 2.23 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

Non-compliance

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

Applications

- 2.25 Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

3 Behaviour of Owners, Occupiers and Permitted Persons

Community Management Statement

- 3.1 An Owner or Occupier must comply with by-law 38 of the Community Management Statement relating to, amongst other things, the behaviour of Owners, Occupiers and Permitted Persons.

Noise and Vibration

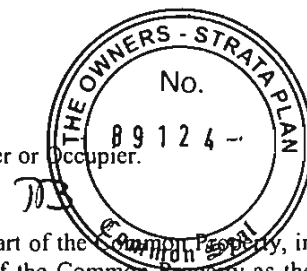
- 3.2 An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier's right to peaceful enjoyment of a Lot or the Common Property.

Behaviour

- 3.3 An Owner or Occupier must not:
- (a) obstruct lawful use of Common Property; or
 - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

Smoking

- 3.4 An Owner or Occupier must not smoke in stairwells, lifts, foyers and the car park forming part of the Common Property, in the Stage 1 Recreational Facilities or any other recreational facilities, or such other parts of the Common Property as the Owners Corporation may designate from time to time.



Children

- 3.5 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property, Balconies and Terraces which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

- 3.6 An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

Increasing Insurance

- 3.7 An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- 3.8 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.
- 3.9 Provided the Owner of the relevant Lot complies with by-law 3.8, it will not be in breach of by-law 3.7 with respect to any increase in premium arising out of the use of its Lot.

4 Common Property

Obligations of Owners and Occupiers

- 4.1 An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:
- (a) leave anything on Common Property;
 - (b) obstruct the use of Common Property;
 - (c) use any part of Common Property for the Owner's or Occupier's own purposes;
 - (d) erect any structure on Common Property;
 - (e) attach any item to Common Property;
 - (f) do or permit anything to be done to Common Property which might cause damage; or
 - (g) alter Common Property.
- 4.2 By-law 16 applies to the carrying out of building works or alterations and may apply to paragraph (d), (e) or (g) of by-law 4.1.
- 4.3 An Owner or Occupier must:
- (a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
 - (b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
 - (c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.
- 4.4 Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

Damage to Common Property

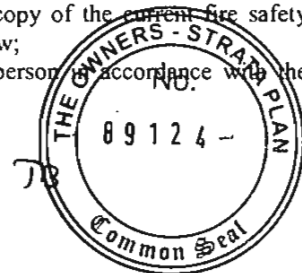
- 4.5 If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:
- (a) promptly notify the Owners Corporation of the damage caused; and
 - (b) compensate the Owners Corporation accordingly.

Safety

- 4.6 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

- 4.7 The Owners Corporation must:
- (a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
 - (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
 - (c) provide a copy of the annual fire safety statement referred to in by-law 14(b) to Council.



5 External Appearance

General

- 5.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

- 5.2 To ensure the architectural integrity of the Building, window coverings including internal louvres, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour.

Hanging of Washing & Other Items

- 5.3 An Owner or Occupier must comply with by-law 40 of the Community Management Statement relating to the hanging of washing.
- 5.4 Without limiting by-law 40 of the Community Management Statement, an Owner or Occupier must not hang:
- (a) any washing, bedding, or other articles of a similar nature; or
 - (b) any thing which is otherwise prohibited by by-law 40 of the Community Management Statement,

on any part of the Building including from the Balcony or Terrace of a Lot unless on a washing line which is in the position nominated by the Developer.

Screens

- 5.5 An Owner or Occupier must not install Screens to an entry door to a Lot.
- 5.6 An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames and is consistent with any requirements laid out in the Architectural Design Guidelines. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

Signage

- 5.7 An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Executive Committee and if required, any Government Agency.

6 Floor Coverings

Noise

- 6.1 An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

- 6.2 Without limiting the requirements of this by-law, if an Owner or Occupier has or wishes to use a floor finish within an Owner's Lot the impact insulation rating of an installed floor system shall have an impact isolation classification of not less than 50 as measured in accordance with AS1055-1997 and shall generally be compliant with the requirements of the Building Code of Australia or the requirements of the Council, whichever may be the greater. Where this by-law is in conflict with other by-laws, the standard set in this by-law takes precedence.

Consent

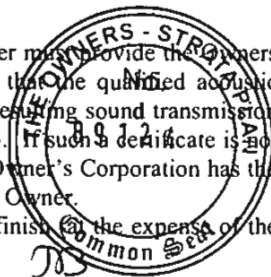
- 6.3 An Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 6.4 has been furnished to the Owners Corporation.

Report

- 6.4 An application for consent by an Owner under by-law 6.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 6.1 and will comply with by-law 6.3.

Certificate

- 6.5 Following the installation of a floor finish, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has inspected and tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under by-law 6.3. If such a certificate is not provided to the Owners Corporation within 3 months of installation of the new floor finish, the Owner's Corporation has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.
- 6.6 The Owner's Corporation may at any stage conduct further inspections and testing of the floor finish (at the expense of the Owner's Corporation) to ensure continued compliance with by-law 6.2.



- 6.7 If the results of the further inspections and testing carried out by the Owner's Corporation under by-law 6.6 show that there is non-compliance with the standard set out in by-law 6.2, the Owner's Corporation may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owner's Corporation's request.
- 6.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owner's Corporation's request, the Owner's Corporation has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.

Furniture

- 6.9 Where a floor finish has been installed (whether by the original proprietor or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

7 Lights

- 7.1 Owners and Occupiers are responsible for the repair, maintenance and replacement of all lights and associated transformers within a Lot.
- 7.2 The Owners Corporation is responsible for the repair, maintenance and replacement of the lights within Balconies and Terraces of Lots (whether or not the lights are within Common Property) including all wall mounted lights on the balconies of Lots.

8 Storage Areas, Visitor Parking and Parking on Common Property

Community Management Statement

- 8.1 Without limiting this by-law 8, an Owner or Occupier must comply with by-law 43 of the Community Management Statement relating to parking.

Storage Areas

- 8.2 An Owner or Occupier must ensure that items stored in storage areas of a Lot:
- (a) are raised above floor level;
 - (b) are stored away from the boundaries of the storage areas as the boundary of some storage areas may be subject to subterranean moisture; and
 - (c) provide a minimum 500mm clearance to any sprinkler pipe or sprinkler head which runs through or is positioned in any storage cage.
- 8.3 An Owner or Occupier must:
- (a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
 - (b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - (c) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
 - (d) ensure that a Storage Area is kept safe, clean, neat, tidy and free of rubbish and vermin;
 - (e) comply with all Laws relating to the storage of items in the Storage Area;
 - (f) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
 - (g) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area (including to any fire sprinklers located in the Storage Area).

Visitor Parking

- 8.4 An Owner or Occupier must not park a vehicle in a Visitor Car Parking Space.
- 8.5 An Owner or Occupier and the Owners Corporation must not:
- (a) park in a Visitor Car Parking Space or permit a Visitor Car Parking Space to be used by any person other than visitors to the Strata Scheme;
 - (b) enter into any lease or licence, or permit the entry into any lease or licensee, for a Visitor Car Parking Space with any person; and
 - (c) impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Visitor Car Parking Space.
- 8.6 Visitors to the Strata Scheme must not park in the Visitor Car Parking Space for a continuous period of time exceeding 24 hours.

Parking on Common Property

- 8.7 Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.



9 Keeping of Animals

Community Management Statement

- 9.1 Without limiting this by-law 9, an Owner or Occupier must comply with by-law 42 of the Community Management Statement relating to the keeping of animals.

Permitted Animals

- 9.2 An Owner or Occupier may keep without the consent of the Owners Corporation:
- (a) fish in an enclosed aquarium;
 - (b) 1 caged bird;
 - (c) 1 dog (other than an Excluded Dog); or
 - (d) 1 cat.

Consent

- 9.3 An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:
- (a) any other type of animal; or
 - (b) more than 1 dog (other than an Excluded Dog), 1 caged bird or 1 cat at the same time.

Rules

- 9.4 If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:
- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
 - (b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;
 - (c) must, when on any other part of the Building, keep the animal appropriately tethered and under control;
 - (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
 - (1) any noise which is disturbing to an extent which is unreasonable;
 - (2) for damage to or loss of property or injury to any person caused by the animal; and
 - (e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel (including all animal waste).
- 9.5 This by-law:
- (a) applies to any Permitted Person; and
 - (b) does not permit the keeping of an Excluded Dog; but
 - (c) does not prevent the keeping of a dog used as a guide or hearing dog.

Notice

- 9.6 Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.
- 9.7 A further breach under this by-law after notice has been served on an Owner or Occupier under by-law 0, will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

10 Cleaning

Cleaning and Maintenance of Lot

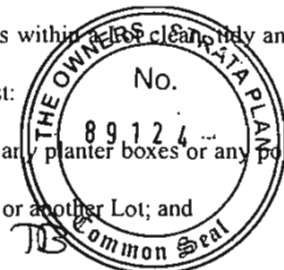
- 10.1 Each Owner and Occupier must keep their Lot:
- (a) clean and tidy;
 - (b) free from rubbish; and
 - (c) in good repair and condition.
- 10.2 When cleaning any part of their Lot, each Owner and Occupier must not allow any objects, dirt, water or any other material associated with the cleaning of the Lot to pass over the Balcony or Terrace of the Lot or into another lot.

Windows and Doors

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

Balconies, Terraces and Gardens

- 10.4 An Owner or Occupier must keep all internal and external gardens and Balconies and Terraces within a Lot clean, tidy and well maintained.
- 10.5 If there are planter boxes on or within a Balcony or Terrace of a Lot, an Owner or Occupier must:
- (a) properly maintain the soil in the planter boxes and any pots located in the planter boxes;
 - (b) only use the planter boxes and pots provided and not remove, replace, modify or damage any planter boxes or any pots located within the planter boxes;
 - (c) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
 - (d) only have plants no more than 500mm high on Balconies and 1200mm high on Terraces.



- 10.6 Any damage to the planter box membrane is the responsibility of the Owner or Occupier.
- 10.7 Balconies of a Lot must not be:
 - (a) used for the storage of goods or equipment (including sporting equipment); or
 - (b) enclosed in any way (other than in accordance with the terms of the Architectural Design Guidelines).
- 10.8 Upholstered furniture must not be placed within a Balcony or Terrace of a Lot.

11 Moving Goods and Furniture

Notice

- 11.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

Owners Corporation may determine

- 11.2 The Owners Corporation and Executive Committee may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner and make other rules regarding the transportation of furniture and large objects through or on Common Property, including requiring the provision of a bond prior to the transportation of such furniture or large objects through or on the Common Property.

Determination

- 11.3 If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.
- 11.4 Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.
- 11.5 If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 4.5 .

12 Garbage Disposal

- 12.1 Without limiting this by-law 12, an Owner or Occupier must comply with by-law 32 of the Community Management Statement relating to garbage disposal.
- 12.2 An Owner or Occupier may access the Garbage Room.
- 12.3 Each floor of the Building also has:
 - (a) a garbage room for recyclable materials; and
 - (b) a garbage chute for an Owner or Occupier to deposit garbage and waste (other than recyclable materials).
- 12.4 An Owner or Occupier may place garbage and waste directly in the main Garbage Room or in the garbage chutes (depending on size and volume).

13 Provision of Amenities or Services

- 13.1 Subject to by-law 13.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:
 - (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply;
 - (d) telecommunication services;
 - (e) landscaping and gardening;
 - (f) general cleaning; and
 - (g) security services.
- 13.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

14 Storage of Bicycles

- 14.1 An Owner or Occupier must not:
 - (a) permit any bicycle to be stored on the Common Property, other than in the Bike Spaces or any other area as may be designated by the Owners Corporation from time to time as a bicycle storage area; and
 - (b) permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, Balcony, Terrace or other parts of the Common Property (other than in the Bike Spaces or any other area designated under by-law 14.1(a)).



15 Storage of Motorbikes

15.1 An Owner or Occupier must not:

- (a) permit any motorbike to be stored on the Common Property, other than in the Motorbike Spaces or any other area as may be designated by the Owners Corporation from time to time as a motorbike storage area; and
- (b) permit any motorbike to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, Balcony, Terrace or other parts of the Common Property (other than in the Motorbike Spaces or any other area designated under by-law 115(a)).

16 Building Works & Alterations

Consents

- 16.1 Subject to this by-law 116, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot (including any temporary shut down of Services required to carry out building works or alterations).
- 16.2 In addition to the consent of the Owners Corporation under by-law 16.1, an Owner or Occupier must obtain the consent of:
 - (a) the Council or any other Government Agency (if required); and
 - (b) the Community Association and/or Building Management Committee (if required).
- 16.3 Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.
- 16.4 Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- 16.5 Consent of the Owners Corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

Notice to Owners Corporation

- 16.6 Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.
- 16.7 The notice under by-law 16.6 must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
 - (a) the estimated time period for the carrying out of the proposed alterations or building works;
 - (b) the nature and extent of the proposed alterations or building works; and
 - (c) whether any Common Property or another Lot will be affected.

Carrying out of building works or alterations

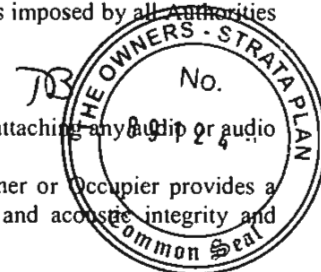
- 16.8 During the carrying out of any building works or alterations an Owner must:
 - (a) ensure no damage is caused to Services or pipes within the Building;
 - (b) use protective cloths or sheets to protect the walls, ceilings and floors of any lift cars used in the carrying out of any building works;
 - (c) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
 - (d) repair any damage caused to the Common Property as a result of the building works or alterations;
 - (e) carry out the building works or alterations in a manner that complies with all warranties and does not void or otherwise adversely affect any warranties in relation to the Building or any part of the Building;
 - (f) ensure the building works and alterations are carried out by suitably qualified (and if appropriate, licensed) persons;
 - (g) carry out the building works or alterations promptly; and
 - (h) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

Structural Support

- 16.9 An Owner or Occupier (other than the Developer), must not carry out any alteration to any part of the Building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration in accordance with by-law 16.1. The consent of all Authorities required by law must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all Authorities and the Owners Corporation.

Audio or Audio Visual Equipment

- 16.10 An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.
- 16.11 The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.



Community Management Statement

- 16.12 The approval of the Owners Corporation to the carrying out of building works and alterations under this by-law 16 is in addition to any approval of the Community Association required under by-law 2 of the Community Management Statement.

17 Owners Corporation may carry out work

Owners Corporation rights

- 17.1 The Owners Corporation may do anything on or in a Lot:
- (a) which should have been done under these by-laws but has not been done or has not been done properly;
 - (b) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
 - (c) to gain access to Common Property for any reasonable purpose (including to clean and maintain any part of the Building).
- 17.2 If by-law 17.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
- (a) enter and remain on the Lot for as long as is necessary; and
 - (b) recover any costs associated with carrying out works under these by-laws from the Owner.
- 17.3 The Owners Corporation must indemnify Owners from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owners Corporation of the rights conferred by this by-law.

Notice

- 17.4 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:
- (a) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
 - (b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.
- 17.5 By-law 17.4 is in addition to the powers of the Owners Corporation under the Act.

18 Air conditioning

Community Management Statement

- 18.1 Without limiting this by-law 18, an Owner or Occupier must comply with by-law 3.5 of the Community Management Statement relating to air conditioning systems.

Owner's and Occupier's components

- 18.2 Owners and Occupiers have the exclusive use and enjoyment of the Air Conditioning System exclusively servicing that Owner or Occupier's Lot.
- 18.3 The Owners, at the Owners' cost, are responsible for the proper repair, maintenance and replacement of the Air Conditioning System referred to in by-law 18.2.

Make Good and Indemnity

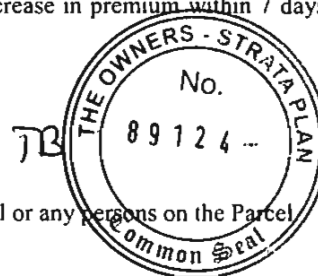
- 18.4 Damage to the Common Property adjacent to the Air Conditioning System referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- 18.5 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

19 Change in Use

- 19.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).
- 19.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

20 Integrity of Fire Safety Systems

- 20.1 An Owner or Occupier must not:
- (a) interfere with or damage any Fire Safety Device; or
 - (b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.
- 20.2 An Owner or Occupier must:
- (a) only install fire locks within a Lot;



- (b) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke and/or heat detectors within a Lot;
- (c) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
- (d) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
- (e) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware; and
- (f) subject to receiving notice under by-law 20.4 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

- 20.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke and/or heat detectors within that person's Lot in good and serviceable order.
- 20.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 120(f). If access is not provided, any additional costs incurred by the Owners Corporation in inspecting, certifying or accessing the Lot may be recovered by the Owners Corporation from the Owner or Occupier.
- 20.5 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 120.

21 Service by Email

- 21.1 This by-law applies to the service of a notice or other document required or authorised by the Act or the by-laws to be served by the Owners Corporation, Executive Committee or the secretary of the Executive Committee including, the notice or minutes of a general meeting of the Owners Corporation ("document").
- 21.2 A document may be served on the Owner of a Lot by electronic means by sending the document to an email address given by the Owner in writing to the Owners Corporation for the service of documents, in a form determined by the Owners Corporation or Executive Committee.
- 21.3 A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.
- 21.4 If a document is not served by electronic means (whether because the sender receives notice in accordance with by-law 21.3 that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or the by-laws for the service of the documents.

22 Balconies and Balustrades

- 22.1 An Owner or Occupier must not place items on Balconies:
- (a) which may be capable of falling or being blown by wind off the Balcony or Terrace; or
 - (b) in a manner which might create a safety hazard.
- 22.2 Lightweight injection moulded furniture is not permitted on Balconies or Terraces.
- 22.3 An Owner or Occupier must not place any items on balustrades.

23 Shopping Trolleys

- 23.1 An Owner or Occupier or Permitted Person is prohibited from bringing any shopping trolley onto the Common Property except if the shopping trolley is owned by the Owner or Occupier.

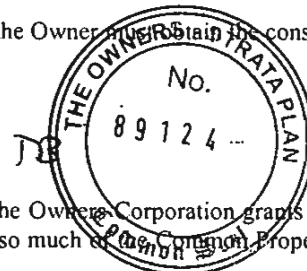
24 Screening devices, hoods, shutters, pergolas and louvers

- 24.1 Owners of Lots that have screening devices, hoods, shutters, pergolas and louvers attached to balconies of their Lot as at the date of registration of the Strata Plan have the exclusive use and enjoyment of those screening devices, hoods, shutters, pergolas and louvers on the terms of this by-law.
- 24.2 Subject to by-law 10.3, the Owners referred to in by-law 24.1 are responsible for the repair, maintenance and replacement of screening devices, hoods, shutters, pergolas and louvers at their cost and must ensure that the screening devices, hoods, shutters, pergolas and louvers are kept in good and serviceable repair.
- 24.3 If an Owner does not carry out its obligations under this by-law, the Owners Corporation, at the Owner's cost, can exercise the powers granted under by-law 17 to ensure the screening devices, hoods, shutters, pergolas and louvers are adequately maintained.
- 24.4 If an Owner wishes to replace the screening devices, hoods, shutters, pergolas and louvers the Owner must obtain the consent of the Owner's Corporation and comply with by-law 16.

25 Developer's Rights

Restricted Use Rights

- 25.1 To enable the Developer to carry out Development Activities on the Community Parcel, the Owners Corporation grants the Developer restricted use rights in accordance with clause 54 of the Management Act over so much of the Common Property as is reasonably required by the Developer on the terms of this by-law.



- 25.2 The Developer may carry out Development Activities on a Lot to which it is the registered proprietor for so long as it is the Owner of that Lot.

Common Property

- 25.3 Without limiting the restricted use rights granted to the Developer under this by-law, the Developer has restricted use over:
- (a) the Common Property airspace above the Building and structures of the Strata Scheme for the purpose of slewing cranes and other objects; and
 - (b) the Common Property below the Building and structures of the Strata Scheme for the purpose of installing and maintaining (either temporarily or permanently) any rock anchors, shoring and other works, in order to carry out Development Activities.
- 25.4 The restricted use rights granted to the Developer under this by-law, include the right for the Developer to attach temporary structures to the Common Property for the purpose of carrying out Development Activities.

End of Restricted Use Rights

- 25.5 Restricted use of the Common Property ceases when the Developer serves a notice on the Owners Corporation informing the Owners Corporation that the Development Activities requiring the use of Common Property have been completed.
- 25.6 Despite by-law 25.7, restricted use of the Common Property ceases when the Developer is no longer the registered proprietor of any Community Development Lot.

Developer's Obligations

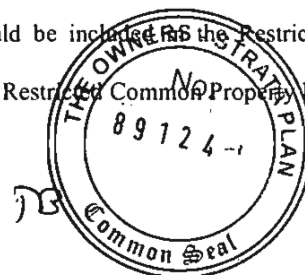
- 25.7 The Developer must:
- (a) repair any damage to the Common Property as soon as practicable after the damage occurs; and
 - (b) keep interference with the use of the Common Property by the Owners and Occupiers to a minimum so far as is consistent with the Development Activities.

Levies

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

26 Restricted Common Property

- 26.1 In addition to its powers under the Act, the Owners Corporation has power under this by-law 26 to, and must if the Developer gives it a notice under by-law 26.2, make a Restricted Common Property By-law on the terms of and in the time period specified in that notice.
- 26.2 If the Developer wants the Owners Corporation to make a Restricted Common Property By-law, it must give a notice in that regard which contains the following:
- (a) a description of the Restricted Common Property; and
 - (b) details of the persons entitled to use the Restricted Common Property; and
 - (c) the terms and conditions on which those persons may use the Restricted Common Property, including but not limited to:
 - (i) requiring the Owners Corporation to arrange for the certification and inspection of Restricted Common Property according to Law; and
 - (ii) requiring the Owners Corporation to be responsible for the costs of Restricted Common Property according to the Management Act; and
 - (iii) allowing the Owners Corporation to make agreements with other persons to exercise its rights or functions in connection with the Restricted Common Property; and
 - (iv) allowing the Owners Corporation to make rules in relation to Restricted Common Property; and
 - (v) allowing the Owners Corporation to install security devices in Restricted Common Property as if it were Community Property; and
 - (vi) allowing the Owners Corporation to lock or secure the Restricted Common Property as if it were Community Property; and
 - (vii) allowing the Owners Corporation to regulate traffic across Restricted Common Property as if it were Community Property; and
 - (viii) allowing the Owners Corporation to licence use of any part of Restricted Common Property as if it were Community Property; and
 - (ix) making the Restricted Common Property available for use by the members of the Owners Corporation; and
 - (d) details of all matters which must be included in the Restricted Common Property By-law in order for it to comply with section 54 of the Management Act;
 - (e) details of all other matters which the Developer, acting reasonably, believes should be included in the Restricted Common Property By-law; and
 - (f) the time for the Owners Corporation to call a meeting and pass a resolution to make a Restricted Common Property By-law.



27 Stage 1 Recreational Facilities

Restricted Use

- 27.1 The Owners Corporation restricts the use of the Stage 1 Recreational Facilities to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 27.2 The Community Association is responsible for the control, management, operation, repair and maintenance of the Stage 1 Recreational Facilities (including all structural repairs and maintenance costs associated with the Stage 1 Recreational Facilities).

Insurance obligations

- 27.3 The Owners Corporation remains responsible for insuring the Stage 1 Recreational Facilities and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 27.7.

Access to the Stage 1 Recreational Facilities

- 27.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Stage 1 Recreational Facilities and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 27.

Use of the Stage 1 Recreational Facilities

- 27.5 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Stage 1 Recreational Facilities.
- 27.6 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

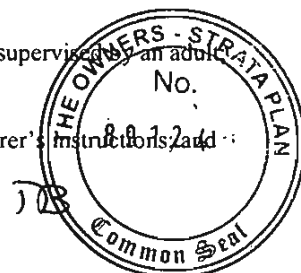
- 27.7 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

Swimming Pool

- 27.8 The Community Association must maintain in a legible condition:
- (a) a notice at the swimming pool by the poolside containing instructions for appropriate artificial resuscitation methods;
 - (b) a warning at the swimming pool stating "Young children must be supervised when using this pool";
 - (c) a notice at the indoor swimming pool indicating the depth of the pool; and
 - (d) any other signs which have been erected by the Developer.
- 27.9 Permitted Persons and Owners and Occupiers of Lots within the Community Scheme can use the swimming pool between the hours of 6.00am and 8.00pm or such other hours as nominated by the Community Association from time to time.
- 27.10 The following terms and conditions apply to the use of the swimming pool and the spa:
- (a) children under the age of 12 years of age may use the swimming pool only if accompanied and supervised by an adult;
 - (b) glass objects, drinking glasses and sharp objects are not permitted in the swimming pool;
 - (c) the consent of the Community Association is required to hold functions in or around the swimming pool;
 - (d) running, ball playing, noisy or hazardous activities are not permitted in the swimming pool;
 - (e) swimming pool equipment must not be interfered with, operated or adjusted except with the approval of the Community Association; and
 - (f) the Community Association may make rules regarding the use of the swimming pool.

Gym

- 27.11 The Community Association must maintain in a legible condition:
- (a) a notice containing approved rules for the safe and healthy operation and use of the gym; and
 - (b) any other signs which have been erected by the Developer.
- 27.12 Permitted Persons and Owners and Occupiers of Lots within the Community Scheme can use the gym between the hours of 5.00am and 10.00pm or such other hours as nominated by the Community Association from time to time.
- 27.13 The following terms and conditions apply to the use of the gym:
- (a) children under the age of 12 years of age may not use the gym;
 - (b) person between the age of 12 and 15 years may use the gym only if accompanied and supervised by an adult;
 - (c) glass objects, drinking glasses and sharp objects are not permitted in the gym;
 - (d) the consent of the Community Association is required to hold functions in the gym;
 - (e) gym equipment must not be interfered with or adjusted except according to manufacturer's instructions; and
 - (f) the Community Association may make rules regarding the use of the gym.



BBQ area

- 27.14 Permitted Persons and Owners and Occupiers of Lots within the Community Scheme can use the BBQ area between the following hours of 6.00am and 10.00pm or such other hours as nominated by the Community Association from time to time.
- 27.15 The following terms and conditions apply to the use of the BBQ area:
- (a) children under the age of 15 years of age must be accompanied and supervised by an adult;
 - (b) the BBQ area must be left in a clean and tidy condition and all rubbish removed after use; and
 - (c) the Community Association may make rules regarding the use of the BBQ area.

28 Landscaped Areas

Restricted Use

- 28.1 The Owners Corporation restricts the use of the Landscaped Areas to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 28.2 The Community Association must control, manage, maintain, renew and replace the Landscaped Areas.

Insurance obligations

- 28.3 The Owners Corporation will be responsible for insuring the Landscaped Areas and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 28.9.

Access to the Landscaped Areas

- 28.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Landscaped Areas and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 28.
- 28.5 Subject to by-law 28.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Landscaped Areas at all times.

Rules for use of the Landscaped Areas

- 28.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Landscaped Areas;
 - (b) not interfere with the Landscaped Areas;
 - (c) dispose of any rubbish and leave the Landscaped Areas in a good state of repair;
 - (d) not do or omit to do an act that results or may result in damage or destruction to any part of the Landscaped Areas; and
 - (e) the Community Association may make rules regarding the use of the Landscaped Areas.

Use of the Landscaped Areas

- 28.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Landscaped Areas.
- 28.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 28.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation for the costs the Community Association incurs under this by-law.

29 Fire Sprinkler Tank

Restricted Use

- 29.1 The Owners Corporation restricts the use of the Fire Sprinkler Tank to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

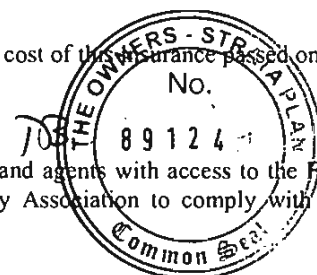
- 29.2 The Community Association must control, manage, maintain, renew and replace the Fire Sprinkler Tank.

Insurance obligations

- 29.3 The Owners Corporation will be responsible for insuring the Fire Sprinkler Tank and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 29.

Access to the Fire Sprinkler Tank

- 29.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Sprinkler Tank and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 29.



- 29.5 Subject to by-law 29.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Sprinkler Tank at all times.

Rules for use of the Fire Sprinkler Tank

- 29.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Sprinkler Tank;
 - (b) not interfere with the Fire Sprinkler Tank;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Sprinkler Tank; and
 - (d) the Community Association may make rules regarding the use of the Fire Sprinkler Tank.

Use of the Fire Sprinkler Tank

- 29.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Sprinkler Tank.
- 29.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 29.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

30 Fire Sprinkler System

Restricted Use

- 30.1 The Owners Corporation restricts the use of the Fire Sprinkler System to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 30.2 The Community Association must control, manage, maintain, renew and replace the Fire Sprinkler System.

Insurance obligations

- 30.3 The Owners Corporation will be responsible for insuring the Fire Sprinkler System and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 30.

Access to the Fire Sprinkler System

- 30.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Sprinkler System and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 30.
- 30.5 Subject to by-law 30.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Sprinkler System at all times.

Rules for use of the Fire Sprinkler System

- 30.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Sprinkler System;
 - (b) not interfere with the Fire Sprinkler System;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Sprinkler System; and
 - (d) the Community Association may make rules regarding the use of the Fire Sprinkler System.

Use of the Fire Sprinkler System

- 30.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Sprinkler System.
- 30.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 30.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.



31 Fire Hydrant Tank

Restricted Use

- 31.1 The Owners Corporation restricts the use of the Fire Hydrant Tank to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 31.2 The Community Association must control, manage, maintain, renew and replace the Fire Hydrant Tank.

Insurance obligations

- 31.3 The Owners Corporation will be responsible for insuring the Fire Hydrant Tank and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 31.

Access to the Fire Hydrant Tank

- 31.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Hydrant Tank and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 31.
- 31.5 Subject to by-law 31.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Hydrant Tank at all times.

Rules for use of the Fire Hydrant Tank

- 31.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Hydrant Tank;
 - (b) not interfere with the Fire Hydrant Tank;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Hydrant Tank; and
 - (d) the Community Association may make rules regarding the use of the Fire Hydrant Tank.

Use of the Fire Hydrant Tank

- 31.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Hydrant Tank.
- 31.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 31.9 Contributions must be levied by the Community Association in accordance with the Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

32 Fire Hydrant System

Restricted Use

- 32.1 The Owners Corporation restricts the use of the Fire Hydrant System to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 32.2 The Community Association must control, manage, maintain, renew and replace the Fire Hydrant System.

Insurance obligations

- 32.3 The Owners Corporation will be responsible for insuring the Fire Hydrant System and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 32.

Access to the Fire Hydrant System

- 32.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Hydrant System and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 32.
- 32.5 Subject to by-law 32.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Hydrant System at all times.

Rules for use of the Fire Hydrant System

- 32.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Hydrant System;
 - (b) not interfere with the Fire Hydrant System;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Hydrant System; and
 - (d) the Community Association may make rules regarding the use of the Fire Hydrant System.



Use of the Fire Hydrant System

- 32.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Hydrant System.
- 32.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 32.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

33 Fire Sprinkler Pump Room

Restricted Use

- 33.1 The Owners Corporation restricts the use of the Fire Sprinkler Pump Room to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 33.2 The Community Association must control, manage, maintain, renew and replace the Fire Sprinkler Pump Room.

Insurance obligations

- 33.3 The Owners Corporation will be responsible for insuring the Fire Sprinkler Pump Room and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 33.

Access to the Fire Sprinkler Pump Room

- 33.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Sprinkler Pump Room and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 33.
- 33.5 Subject to by-law 33.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Sprinkler Pump Room at all times.

Rules for use of the Fire Sprinkler Pump Room

- 33.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Sprinkler Pump Room;
 - (b) not interfere with the Fire Sprinkler Pump Room;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Sprinkler Pump Room; and
 - (d) the Community Association may make rules regarding the use of the Fire Sprinkler Pump Room.

Use of the Fire Sprinkler Pump Room

- 33.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Sprinkler Pump Room.
- 33.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 33.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

34 Fire Sprinkler Pump

Restricted Use

- 34.1 The Owners Corporation restricts the use of the Fire Sprinkler Pump to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 34.2 The Community Association must control, manage, maintain, renew and replace the Fire Sprinkler Pump.

Insurance obligations

- 34.3 The Owners Corporation will be responsible for insuring the Fire Sprinkler Pump and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 34.



Access to the Fire Sprinkler Pump

- 34.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Sprinkler Pump and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 34.
- 34.5 Subject to by-law 34.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Sprinkler Pump at all times.

Rules for use of the Fire Sprinkler Pump

- 34.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Sprinkler Pump;
 - (b) not interfere with the Fire Sprinkler Pump;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Sprinkler Pump; and
 - (d) the Community Association may make rules regarding the use of the Fire Sprinkler Pump.

Use of the Fire Sprinkler Pump

- 34.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Sprinkler Pump.
- 34.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 34.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

35 Fire Indicator Panel 1 System

Restricted Use

- 35.1 The Owners Corporation restricts the use of the Fire Indicator Panel 1 System to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 35.2 The Community Association must control, manage, maintain, renew and replace the Fire Indicator Panel 1 System.

Insurance obligations

- 35.3 The Owners Corporation will be responsible for insuring the Fire Indicator Panel 1 System and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 35.

Access to the Fire Indicator Panel 1 System

- 35.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Indicator Panel 1 System and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 35.
- 35.5 Subject to by-law 35.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Indicator Panel 1 System at all times.

Rules for use of the Fire Indicator Panel 1 System

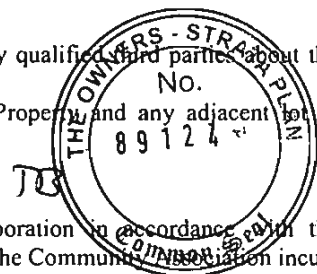
- 35.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Indicator Panel 1 System;
 - (b) not interfere with the Fire Indicator Panel 1 System;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Indicator Panel 1 System; and
 - (d) the Community Association may make rules regarding the use of the Fire Indicator Panel 1 System.

Use of the Fire Indicator Panel 1 System

- 35.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Indicator Panel 1 System.
- 35.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 35.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.



36 EWIS Panel 1 System

Restricted Use

- 36.1 The Owners Corporation restricts the use of the EWIS Panel 1 System to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 36.2 The Community Association must control, manage, maintain, renew and replace the EWIS Panel 1 System.

Insurance obligations

- 36.3 The Owners Corporation will be responsible for insuring the EWIS Panel 1 System and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 36.

Access to the EWIS Panel 1 System

- 36.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the EWIS Panel 1 System and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 36.
- 36.5 Subject to by-law 36.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the EWIS Panel 1 System at all times.

Rules for use of the EWIS Panel 1 System

- 36.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the EWIS Panel 1 System;
 - (b) not interfere with the EWIS Panel 1 System;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the EWIS Panel 1 System; and
 - (d) the Community Association may make rules regarding the use of the EWIS Panel 1 System.

Use of the EWIS Panel 1 System

- 36.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the EWIS Panel 1 System.
- 36.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 36.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

37 Community Pathways

Restricted Use

- 37.1 The Owners Corporation restricts the use of the Community Pathways to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 37.2 The Community Association must control, manage, maintain, renew and replace the Community Pathways.

Insurance obligations

- 37.3 The Owners Corporation will be responsible for insuring the Community Pathways and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 37.

Access to the Community Pathways

- 37.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Community Pathways and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 37.
- 37.5 Subject to by-law 37.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Community Pathways at all times.

Rules for use of the Community Pathways

- 37.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Community Pathways;
 - (b) not interfere with the Community Pathways;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Community Pathways; and



(d) the Community Association may make rules regarding the use of the Community Pathways.

Use of the Community Pathways

- 37.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Community Pathways.
- 37.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 37.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation for the costs the Community Association incurs under this by-law.

Special By-law 1 – Limit on occupancy

An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.

In this by-law a term defined in the *Strata Schemes Management Act 2015* (NSW) (whether generally or for the purposes of Section 137 of that Act) has the same meaning.

Special By-law 2 – Minor renovations by owners – delegation of functions

The owners corporation:

1. Specially resolves in accordance with Section 141(1) of the *Strata Schemes Management Act 2015* (NSW) to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141(2)(a) of the *Strata Schemes Management Act 2015* (NSW):

Special by-law 2 – Minor renovations by owners – delegation of functions

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

2. Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).

The seal of The Owners-Strata Plan No 89124 was affixed on ...8 June 2017..... in the presence of the person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal

Signature(s): 

Name(s) [use block letters]: ...TREVOR BRIGHT.....

Authority:....STRATA MANAGING AGENT.....



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No ...89124... was affixed on ^ ...8 June 2017.....in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: ...TREVOR BRIGHT.....Authority: STRATA MANAGING AGENT.

Signature:Name:Authority:

^ Insert appropriate date

* Strike through if inapplicable.



97-11R



REQUEST

Real Property Act 1900



U
566006 B

(A) **LAND**

Show no more than 20 References to Title.

Folio Identifier 2/213100
Folio Identifier B/368446
Folio Identifier 624/752035

(B) **REGISTERED DEALING**

If applicable.

(C) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone Hill Thomson & Sullivan Solicitors DX 209 SYDNEY REFERENCE (max 15 characters):	R
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(D) **APPLICANT**

RYDE CITY COUNCIL

(E) ~~I, the Applicant, in regard to the above Land/Registered Dealing, request the Registrar General to~~

POSITIVE COVENANT

REGISTERED PROPRIETOR: THE BAPTIST UNION OF NEW SOUTH WALES.

THE APPLICANT, a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act, 1919, imposes the Positive Covenant contained in Annexure "A" hereto on the land referred to above and applies to have such Covenant recorded in the registrar.

(F) Certified correct for the purposes of the Real Property Act 1900.

DATE 24 August 1994

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

THE COMMON SEAL OF RYDE CITY COUNCIL

was hereto affixed on the 24th

.....
Signature of Witness
day of August 1994

Name of Witness (BLOCK LETTERS)

in the presence of

Address of Witness



Cord sent

Wm Lawrence
.....
Mayor

[Signature]
.....
General Signature of Applicant
Manager

CHECKED BY (office use only)

[Signature]

182P

ANNEXURE "A"

This is the annexure marked "A" referred to in the Positive Covenant dated 24 Nov 1994.

TERMS OF POSITIVE COVENANT

1. The Registered Proprietor shall pay to the Prescribed Authority an amount of \$47,907.00 being a contribution pursuant to Section 94 of the Environmental Planning and Assessment Act, 1979 in accordance with development consent No. 100/93 granted by the Prescribed Authority to the owner on 17 September 1993 and amended by Development Consent No A100/93 on 13 October 1993 (which amount shall be adjusted in accordance with clause 2 hereof) immediately upon the occurrence of either of the following:-

- (a) Removal of the existing recreation facilities on the land;
- (b) Cessation of the use of the land as a theological college.

In this clause "existing recreation facilities" means the existing sporting oval and children's playground.

2. The said amount of \$47,907.00 shall be adjusted in accordance with the "Implicit Price Deflator - Gross Fixed capital Expenditure - Total Public" index published by the Australian Bureau of Statistics (Catalogue 5206.0) to the date of payment of the said amount.

M. Edmundson
R. Gendall
J. S. Deuchar

THE COMMON SEAL of THE BAPTIST UNION OF NEW SOUTH
WALES was herunto affixed by the authority of the Executive Com-
mittee previously given and in the presence of three members thereof
whose names are set opposite hereto and their signatures have been
subscribed by

J. M. Norton

W. L. Lawrence
Mayor

[Signature]
General Manager

SYDNEY WATER SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF RYDE SUBURB OF Macquarie Park SSD 7020713

INDICATES - DRAINAGE FITTINGS

■	Manhole	□	Chamber	⊗	Boundary Trap	⊗	Inspection Shaft	■	Pit	⊗	Grease Interceptor	⊗	Gully	⊗	Terminal Maint. Shaft	⊗	Maintenance Shaft
⊗	Manhole	⊗	Chamber	⊗	Boundary Trap	⊗	Inspection Shaft	■	Pit	⊗	Grease Interceptor	⊗	Gully	⊗	Terminal Maint. Shaft	⊗	Maintenance Shaft
⊗	Manhole	⊗	Chamber	⊗	Boundary Trap	⊗	Inspection Shaft	■	Pit	⊗	Grease Interceptor	⊗	Gully	⊗	Terminal Maint. Shaft	⊗	Maintenance Shaft

SYMBOLS AND ABBREVIATIONS

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	Bld	Blind
OV	Vent Pipe	S	Shower
T	Tube	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

○ SVP	Soil Vent Pipe	○ WS	Waste Stack
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ELEC.

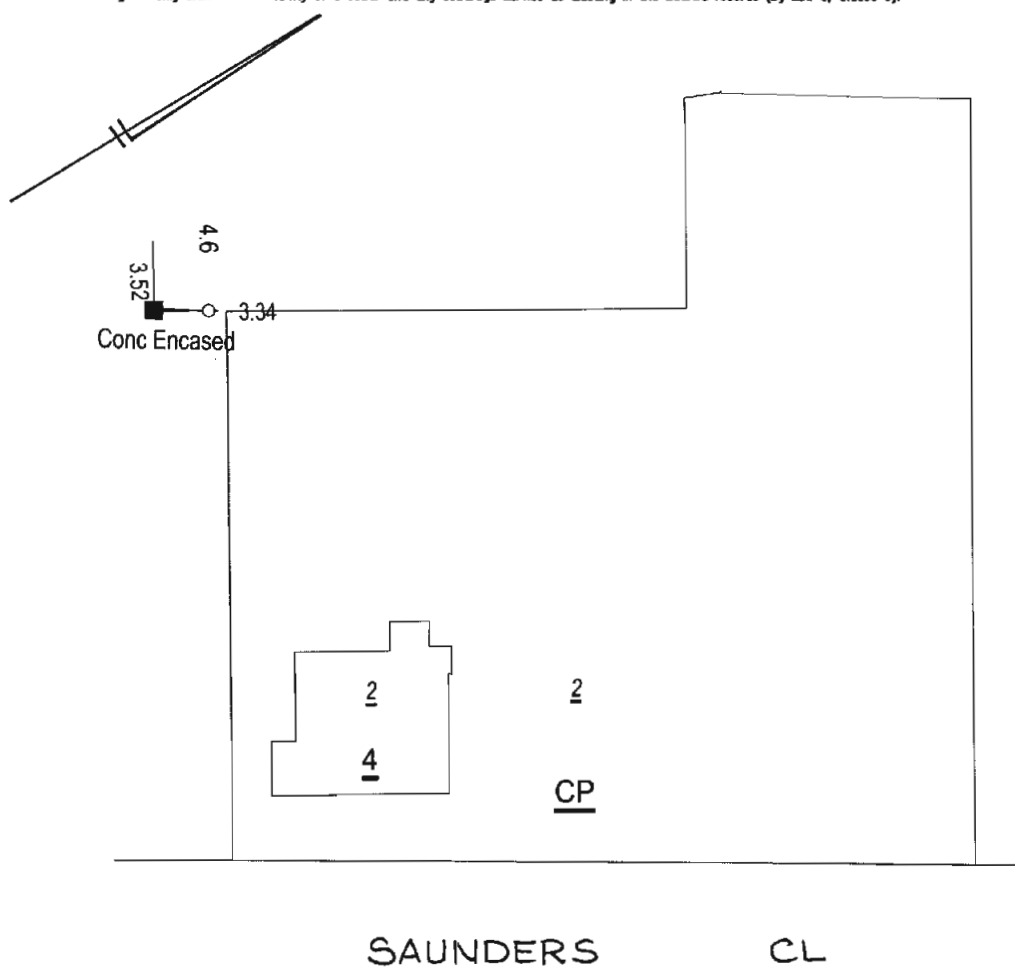
⊗	Pump Unit
⊗	Boundary Valve
⊗	Boundary Valve with PRV
⊗	Alarm Control Panel
⊗	LP Stop Valve
⊗	LP Air Valve
⊗	LP Reducer
⊗	HSV Flow Monitor
⊗	Vacuum Chamber
⊗	Flushing Point

Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres Boundary Trap

SEWER AVAILABLE

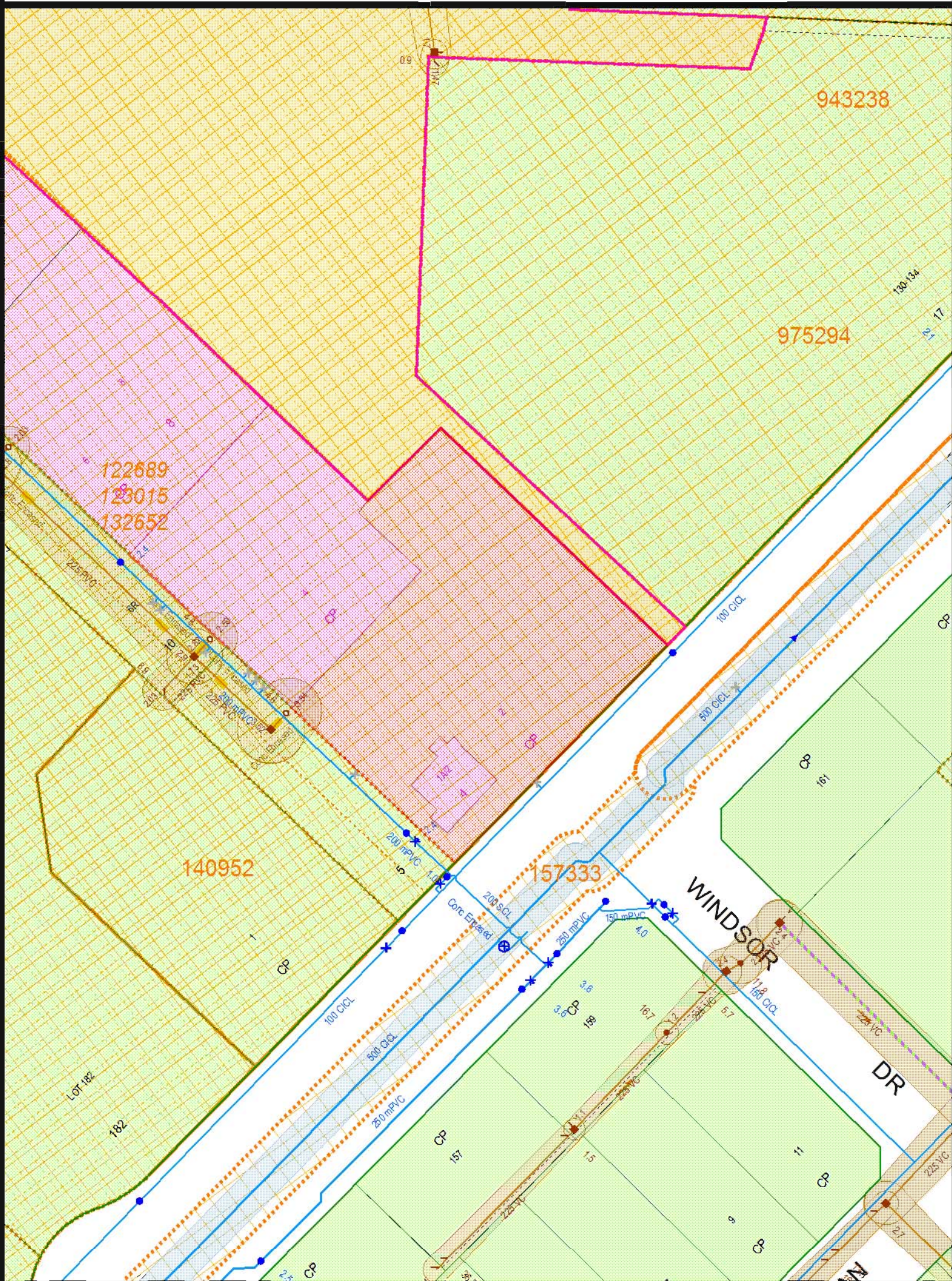
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 6, Clause 3).



Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.



Form: 15CH
Release: 1-0

CONSOLIDATION/
CHANGE OF BY-LAWS
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AP374984K

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

(A) TORRENS TITLE	For the common property CP/SP89124			
	(B) LODGED BY			
	<table border="1"><tr><td>Document Collection Box <i>312D</i></td><td>Name, Address or DX, Telephone, and Customer Account Number if any LAWAGENTS 123202Y Reference: My SP89124 2 Saunders Close, Macquarie Park</td><td>CODE CH</td></tr></table>	Document Collection Box <i>312D</i>	Name, Address or DX, Telephone, and Customer Account Number if any LAWAGENTS 123202Y Reference: My SP89124 2 Saunders Close, Macquarie Park	CODE CH
Document Collection Box <i>312D</i>	Name, Address or DX, Telephone, and Customer Account Number if any LAWAGENTS 123202Y Reference: My SP89124 2 Saunders Close, Macquarie Park	CODE CH		

- (C) The Owners-Strata Plan No. 89124 certify that pursuant to a resolution passed on 30/05/2019 and
- (D) in accordance with the provisions of SECTION 141 OF THE STRATA SCHEMES MANAGEMENT ACT 2015 the by-laws are changed as follows—
- (E) Repealed by-law No. Not applicable
Added by-law No. Special By-law 3
Amended by-law No. Not applicable
as fully set out below:
Consolidated set of by-laws attached as Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 89124 was affixed on 26 June 2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: TREVOR BRIGHT

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:



ANNEXURE A

bright & duggan 
strata professionals

Registered By-Laws

SP89124 – 'SKYVIEW' - 2 SAUNDERS CLOSE, MACQUARIE PARK, NSW 2113

Annexure "A"

1. Definitions and Interpretation

Definitions

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

Act the Strata Schemes Management Act 1996;

Air Conditioning System the air conditioning fan coil units and any air conditioning plant, pipes, wires, cables, ducts, pumps, filters and fans associated with those air conditioning fan coil units but excluding the Condenser Units and any associated meters;

Architectural Design Guidelines the architectural and landscape standards which have been prescribed for the Strata Scheme and Community Scheme as contemplated by by-law 1 of the Community Management Statement;

Authority means any government or semi government authority or instrumentality, statutory or judicial authority, including Council;

Balcony means that part of a Lot which is noted as "B" on the Strata Plan;

Bike Spaces means the bicycle spaces shown on the Strata Plan as "BS";

Building the building erected on the Parcel known as Building A or lot 2 in the Community Plan;

Building Management Committee the committee appointed under the Strata Management Statement;

By-laws these by-laws;

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

Community Association Community Association DP270800;

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

Community Levies Schedule has the meaning given to that term in the Community Management Statement;

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

Community Parcel the land the subject of the Community Scheme;

Community Pathways has the meaning given to that term in the Community Management Statement;

Community Plan deposited plan DP270800;

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

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

Community Schemes Legislation the meaning given to that term in the Community Management Statement;

Condenser Units the air conditioning condenser units on that part of the Common Property located in the Building;

Council City of Ryde Council or its successor;

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

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

EWIS Panel 1 System has the meaning given to that term in the Community Management Statement;

customercare@bright-duggan.com.au

bright-duggan.com.au

PO Box 281 Crows Nest NSW 1585

ABN 32 001 554 650

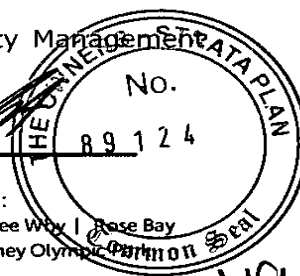


local network:

Crows Nest | Dee Why | Rose Bay
Cronulla | Sydney Olympic Park

QLD network:

Southport | Hope Island | Burleigh



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Excluded Dog:

- (i) pit bull terrier;
- (ii) an American pit bull terrier;
- (iii) a dogo argentino;
- (iv) a fila brasileiro;
- (v) a Japanese tosa;
- (vi) any other outcross;
- (vii) any dog prohibited from importation into Australia by the Commonwealth government; and
- (viii) an unregistered or dangerous dog under the Companion Animals Act 1998;

Executive Committee the Executive Committee of the Owners Corporation elected in accordance with the Act;

Fire Hydrant System has the meaning given to that term in the Community Management Statement;

Fire Hydrant Tank has the meaning given to that term in the Community Management Statement;

Fire Indicator Panel 1 System has the meaning given to that term in the Community Management Statement;

Fire Safety Device any structure or device contained within a Lot or Common Property that:

- (i) monitors or signals the incidence of smoke, heat or fire within the Parcel;
- (ii) provides lighting in the case of smoke, heat or fire within the Parcel;
- (iii) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
- (iv) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
- (v) is required by Law for fire safety or that otherwise improves fire safety;

Fire Sprinkler Pump has the meaning given to that term in the Community Management Statement;

Fire Sprinkler Pump Room has the meaning given to that term in the Community Management Statement;

Fire Sprinkler System has the meaning given to that term in the Community Management Statement;

Fire Sprinkler Tank has the meaning given to that term in the Community Management Statement;

Garbage Room the garbage room located on the Common Property on the ground level in the Building;

Government Agency any governmental, semi-government, statutory, public or other Authority having jurisdiction over the Parcel;

Landscaped Areas any external landscaped area which is on Common Property and includes associated lighting and irrigation, but excludes any retaining walls and is the subject of by-law 28;

Law includes:

- (i) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (ii) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent Authority;

Lot a lot in the Strata Plan;

Management Act Community Management Act 1989 (NSW);

Motorbike Spaces means the motorbike spaces shown on the Strata Plan as "MS";

Occupier any person in lawful occupation of a Lot or any part of a Lot;

Owner:

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

Owners Corporation the owners corporation for the Strata Scheme;

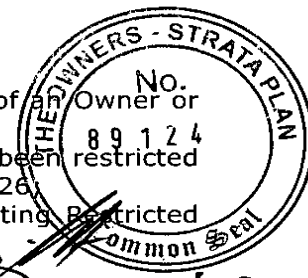
Parcel the land comprised in the Strata Scheme;

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

Restricted Common Property part of the Common Property, use of which has been restricted in accordance with section 54 of the Management Act as contemplated by by-law 26;

Restricted Common Property By-law a by-law made under by-law 26 creating Restricted Common Property;

Rules the rules made under these by-laws;



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Screens any fly screens or other external screen or door which is attached to windows or doors;

Services include:

- (i) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (ii) the provision of sewerage and drainage;
- (iii) transmission by telephone, radio, television, satellite or other means;
- (iv) the provision of security systems; and
- (v) any other facility, supply or transmission;

Stage 1 Recreational Facilities the gym, pool and BBQ area located on the Common Property and the subject of by-law 27;

Storage Area means that part of a Lot which is noted as "S" or "ST" on the Strata Plan;

Strata Management Statement strata management statement registered with the Strata Plan;

Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

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

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

Terrace means that part of a Lot which is noted as "T" on the Strata Plan; and

Visitor Car Parking Space means that part of the Common Property noted as "VIS" on the Strata Plan.

Interpretation

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

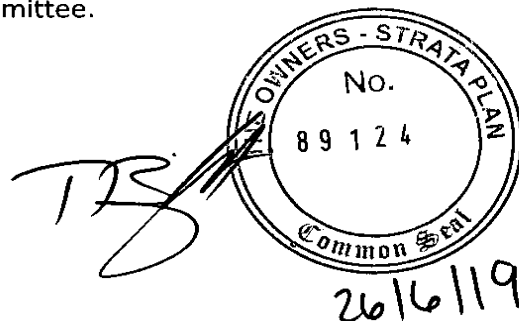
Owners Corporation Consent

- 1.8 A person must make any application for the consent of the Owners Corporation under these by-laws in writing.
- 1.9 Subject to an express provision in these by-laws the Owners Corporation must acting reasonably:
 - (a) give consent conditionally or unconditionally; or
 - (b) withhold its consent.
- 1.10 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- 1.11 Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:
 - (a) the Owners Corporation at a general meeting; or
 - (b) the Executive Committee at an Executive Committee meeting.
- 1.12 The Owners Corporation must give any consent required under these by-laws in writing.
- 1.13 The Owners Corporation may delegate any function or consent to the Executive Committee as is permitted under Law to be delegated to the Executive Committee.

2. Laws and Instruments

2.1 These by-laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) Permitted Persons; and
- (e) mortgagees in possession of a Lot.



SP89124 – 'Skyview' – 2 Saunders Close, Macquarie Park, NSW 2113

Community Management Statement

- 2.2 These by-laws should be read in conjunction with the by-laws contained in the Community Management Statement.
- 2.3 The Community Management Statement contains by-laws which affect the Strata Scheme including:
- (a) rights and obligations of Owners and Occupiers and Permitted Persons;
 - (b) rights and obligations of the Community Association, the Owners Corporation and Permitted Persons;
 - (c) the keeping of animals;
 - (d) behaviour on Community Property and Common Property;
 - (e) garbage collection;
 - (f) security;
 - (g) washing;
 - (h) parking; and
 - (i) fencing.
- 2.4 Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Community Management Statement.
- 2.5 If there is any matter or thing that is authorised by these by-laws but is restricted, either entirely or to an extent, by the by-laws contained in the Community Management Statement, then the by-laws contained in the Community Management Statement shall prevail over these by-laws to the extent of the inconsistency.
- 2.6 A breach of the by-laws contained in the Community Management Statement by an Owner or Occupier amounts to a breach of these by-laws by that Owner or Occupier.
- 2.7 A consent under these by-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Community Management Statement.

Strata Management Statement

- 2.8 These by-laws should be read in conjunction with the by-laws contained in the Strata Management Statement.
- 2.9 Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.
- 2.10 When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Building Management Committee.
- 2.11 If there is any matter or thing that is authorised by these by-laws but is restricted, either entirely or to an extent, by the by-laws contained in the Strata Management Statement, then the by-laws contained in the Strata Management Statement shall prevail over these by-laws to the extent of the inconsistency.
- 2.12 A breach of the by-laws contained in the Strata Management Statement by an Owner or Occupier amounts to a breach of these by-laws by that Owner or Occupier.
- 2.13 A consent under these by-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Strata Management Statement.

Architectural Design Guidelines

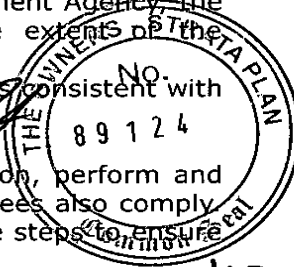
- 2.14 Owners, Occupiers and the Owners Corporation must comply with the requirements of the Architectural Design Guidelines when carrying out any works to a Lot or the Common Property.

Rules

- 2.15 The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- 2.16 The Rules must be consistent with these by-laws.
- 2.17 The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- 2.18 If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- 2.19 The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

Compliance with these By Laws

- 2.20 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.



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Compliance with Laws

- 2.21 Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

Covenants and Easements

- 2.22 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

Levies

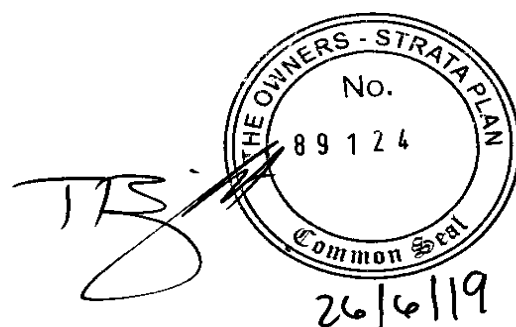
- 2.23 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

Non-compliance


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

Applications

- 2.25 Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.



3. Behaviour of Owners, Occupiers and Permitted Persons

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Community Management Statement

- 3.1 An Owner or Occupier must comply with by-law 38 of the Community Management Statement relating to, amongst other things, the behaviour of Owners, Occupiers and Permitted Persons.

Noise and Vibration

- 3.2 An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier's right to peaceful enjoyment of a Lot or the Common Property.

Behaviour

- 3.3 An Owner or Occupier must not:
- (a) obstruct lawful use of Common Property; or
 - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

Smoking

- 3.4 An Owner or Occupier must not smoke in stairwells, lifts, foyers and the car park forming part of the Common Property, in the Stage 1 Recreational Facilities or any other recreational facilities, or such other parts of the Common Property as the Owners Corporation may designate from time to time.

Children

- 3.5 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property, Balconies and Terraces which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

- 3.6 An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

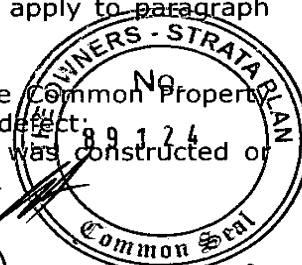
Increasing Insurance

- 3.7 An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- 3.8 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.
- 3.9 Provided the Owner of the relevant Lot complies with by-law 3.8, it will not be in breach of by-law 3.7 with respect to any increase in premium arising out of the use of its Lot.

4. Common Property

Obligations of Owners and Occupiers

- 4.1 An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:
- (a) leave anything on Common Property;
 - (b) obstruct the use of Common Property;
 - (c) use any part of Common Property for the Owner's or Occupier's own purposes;
 - (d) erect any structure on Common Property;
 - (e) attach any item to Common Property;
 - (f) do or permit anything to be done to Common Property which might cause damage; or
 - (g) alter Common Property.
- 4.2 By-law 16 applies to the carrying out of building works or alterations and may apply to paragraph (d), (e) or (g) of by-law 4.1.
- 4.3 An Owner or Occupier must:
- (a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
 - (b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and



- (c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

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

Damage to Common Property

4.5 If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:

- (a) promptly notify the Owners Corporation of the damage caused; and
- (b) compensate the Owners Corporation accordingly.

Safety

4.6 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

4.7 The Owners Corporation must:

- (a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
- (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
- (c) provide a copy of the annual fire safety statement referred to in by-law 14(b) to Council.

5. External Appearance

General

5.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

5.2 To ensure the architectural integrity of the Building, window coverings including internal louvres, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour.

Hanging of Washing & Other Items

5.3 An Owner or Occupier must comply with by-law 40 of the Community Management Statement relating to the hanging of washing.

5.4 Without limiting by-law 40 of the Community Management Statement, an Owner or Occupier must not hang:

- (a) any washing, bedding, or other articles of a similar nature; or
- (b) any thing which is otherwise prohibited by by-law 40 of the Community Management Statement,

on any part of the Building including from the Balcony or Terrace of a Lot unless on a washing line which is in the position nominated by the Developer.

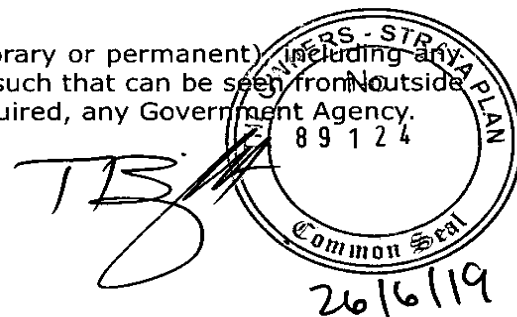
Screens

5.5 An Owner or Occupier must not install Screens to an entry door to a Lot.

5.6 An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames and is consistent with any requirements laid out in the Architectural Design Guidelines. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

Signage

5.7 An Owner or Occupier must not erect any signage (whether temporary or permanent) including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Executive Committee and if required, any Government Agency.



6. Floor Coverings

Noise

- 6.1 An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

- 6.2 Without limiting the requirements of this by-law, if an Owner or Occupier has or wishes to use a floor finish within an Owner's Lot the impact insulation rating of an installed floor system shall have an impact isolation classification of not less than 50 as measured in accordance with AS1055-1997 and shall generally be compliant with the requirements of the Building Code of Australia or the requirements of the Council, whichever may be the greater. Where this by-law is in conflict with other by-laws, the standard set in this by-law takes precedence.

Consent

- 6.3 An Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 6.4 has been furnished to the Owners Corporation.

Report

- 6.4 An application for consent by an Owner under by-law 6.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 6.1 and will comply with by-law 6.3.

Certificate

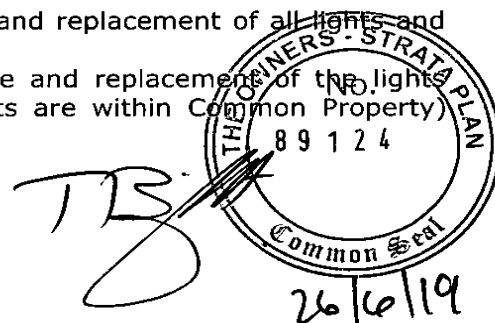
- 6.5 Following the installation of a floor finish, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has inspected and tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under by-law 6.5. If such a certificate is not provided to the Owners Corporation within 3 months of installation of the new floor finish, the Owner's Corporation has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.
- 6.6 The Owner's Corporation may at any stage conduct further inspections and testing of the floor finish (at the expense of the Owner's Corporation) to ensure continued compliance with by-law 6.2.
- 6.7 If the results of the further inspections and testing carried out by the Owner's Corporation under by-law 6.6 show that there is non-compliance with the standard set out in by-law 6.2, the Owner's Corporation may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owner's Corporation's request.
- 6.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owner's Corporation's request, the Owner's Corporation has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.

Furniture

- 6.9 Where a floor finish has been installed (whether by the original proprietor or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

7. Lights

- 7.1 Owners and Occupiers are responsible for the repair, maintenance and replacement of all lights and associated transformers within a Lot.
- 7.2 The Owners Corporation is responsible for the repair, maintenance and replacement of the lights within Balconies and Terraces of Lots (whether or not the lights are within Common Property) including all wall mounted lights on the balconies of Lots.



8. Storage Areas, Visitor Parking and Parking on Common Property

Community Management Statement

8.1 Without limiting this by-law 8, an Owner or Occupier must comply with by-law 43 of the Community Management Statement relating to parking.

Storage Areas

8.2 An Owner or Occupier must ensure that items stored in storage areas of a Lot:

- (a) are raised above floor level;
- (b) are stored away from the boundaries of the storage areas as the boundary of some storage areas may be subject to subterranean moisture; and
- (c) provide a minimum 500mm clearance to any sprinkler pipe or sprinkler head which runs through or is positioned in any storage cage.

8.3 An Owner or Occupier must:

- (a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
- (b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
- (c) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
- (d) ensure that a Storage Area is kept safe, clean, neat, tidy and free of rubbish and vermin;
- (e) comply with all Laws relating to the storage of items in the Storage Area;
- (f) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
- (g) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area (including to any fire sprinklers located in the Storage Area).

Visitor Parking

8.4 An Owner or Occupier must not park a vehicle in a Visitor Car Parking Space.

8.5 An Owner or Occupier and the Owners Corporation must not:

- (a) park in a Visitor Car Parking Space or permit a Visitor Car Parking Space to be used by any person other than visitors to the Strata Scheme;
- (b) enter into any lease or licence, or permit the entry into any lease or licence, for a Visitor Car Parking Space with any person; and
- (c) impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Visitor Car Parking Space.

8.6 Visitors to the Strata Scheme must not park in the Visitor Car Parking Space for a continuous period of time exceeding 24 hours.

Parking on Common Property

8.7 Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

9. Keeping of Animals

Community Management Statement

9.1 Without limiting this by-law 9, an Owner or Occupier must comply with by-law 42 of the Community Management Statement relating to the keeping of animals.

Permitted Animals

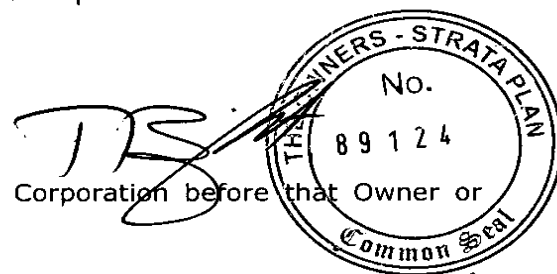
9.2 An Owner or Occupier may keep without the consent of the Owners Corporation:

- (a) fish in an enclosed aquarium;
- (b) 1 caged bird;
- (c) 1 dog (other than an Excluded Dog); or
- (d) 1 cat.

Consent

9.3 An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:

- (a) any other type of animal; or



- (b) more than 1 dog (other than an Excluded Dog), 1 caged bird or 1 cat at the same time.

Rules

- 9.4 If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:
- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
 - (b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;
 - (c) must, when on any other part of the Building, keep the animal appropriately tethered and under control;
 - (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
 - (1) any noise which is disturbing to an extent which is unreasonable;
 - (2) for damage to or loss of property or injury to any person caused by the animal; and
 - (e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel (including all animal waste).
- 9.5 This by-law:
- (a) applies to any Permitted Person; and
 - (b) does not permit the keeping of an Excluded Dog; but
 - (c) does not prevent the keeping of a dog used as a guide or hearing dog.

Notice

- 9.6 Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.
- 9.7 A further breach under this by-law after notice has been served on an Owner or Occupier under by-law 0, will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

10. Cleaning

Cleaning and Maintenance of Lot

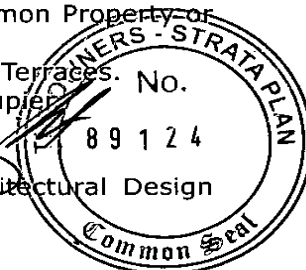
- 10.1 Each Owner and Occupier must keep their Lot:
- (a) clean and tidy;
 - (b) free from rubbish; and
 - (c) in good repair and condition.
- 10.2 When cleaning any part of their Lot, each Owner and Occupier must not allow any objects, dirt, water or any other material associated with the cleaning of the Lot to pass over the Balcony or Terrace of the Lot or into another lot.

Windows and Doors

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

Balconies, Terraces and Gardens

- 10.4 An Owner or Occupier must keep all internal and external gardens and Balconies and Terraces within a Lot clean, tidy and well maintained.
- 10.5 If there are planter boxes on or within a Balcony or Terrace of a Lot, an Owner or Occupier must:
- (a) properly maintain the soil in the planter boxes and any pots located in the planter boxes;
 - (b) only use the planter boxes and pots provided and not remove, replace, modify or damage any planter boxes or any pots located within the planter boxes;
 - (c) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
 - (d) only have plants no more than 500mm high on Balconies and 1200mm high on Terraces.
- 10.6 Any damage to the planter box membrane is the responsibility of the Owner or Occupier.
- 10.7 Balconies of a Lot must not be:
- (a) used for the storage of goods or equipment (including sporting equipment); or
 - (b) enclosed in any way (other than in accordance with the terms of the Architectural Design Guidelines).
- 10.8 Upholstered furniture must not be placed within a Balcony or Terrace of a Lot.



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11. Moving Goods and Furniture

Notice

- 11.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

Owners Corporation may determine

- 11.2 The Owners Corporation and Executive Committee may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner and make other rules regarding the transportation of furniture and large objects through or on Common Property, including requiring the provision of a bond prior to the transportation of such furniture or large objects through or on the Common Property.

Determination

- 11.3 If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.
- 11.4 Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.
- 11.5 If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 4.5 .

12. Garbage Disposal

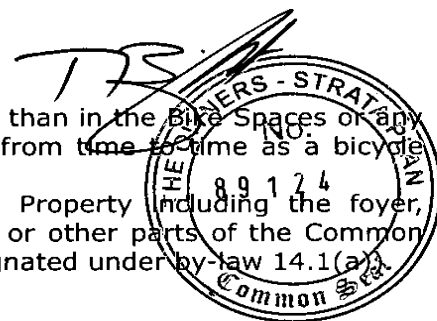
- 12.1 Without limiting this by-law 12, an Owner or Occupier must comply with by-law 32 of the Community Management Statement relating to garbage disposal.
- 12.2 An Owner or Occupier may access the Garbage Room.
- 12.3 Each floor of the Building also has:
- (a) a garbage room for recyclable materials; and
 - (b) a garbage chute for an Owner or Occupier to deposit garbage and waste (other than recyclable materials).
- 12.4 An Owner or Occupier may place garbage and waste directly in the main Garbage Room or in the garbage chutes (depending on size and volume).

13. Provision of Amenities or Services

- 13.1 Subject to by-law 13.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:
- (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply;
 - (d) telecommunication services;
 - (e) landscaping and gardening;
 - (f) general cleaning; and
 - (g) security services.
- 13.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

14. Storage of Bicycles

- 14.1 An Owner or Occupier must not:
- (a) permit any bicycle to be stored on the Common Property, other than in the Bike Spaces or any other area as may be designated by the Owners Corporation from time to time as a bicycle storage area; and
 - (b) permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, Balcony, Terrace or other parts of the Common Property (other than in the Bike Spaces or any other area designated under by-law 14.1(a)).



15. Storage of Motorbikes

15.1 An Owner or Occupier must not:

- (a) permit any motorbike to be stored on the Common Property, other than in the Motorbike Spaces or any other area as may be designated by the Owners Corporation from time to time as a motorbike storage area; and
- (b) permit any motorbike to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, Balcony, Terrace or other parts of the Common Property (other than in the Motorbike Spaces or any other area designated under by-law 115(a)).

16. Building Works & Alterations

Consents

- 16.1 Subject to this by-law 116, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot (including any temporary shut down of Services required to carry out building works or alterations).
- 16.2 In addition to the consent of the Owners Corporation under by-law 16.1, an Owner or Occupier must obtain the consent of:
 - (a) the Council or any other Government Agency (if required); and
 - (b) the Community Association and/or Building Management Committee (if required).
- 16.3 Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.
- 16.4 Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- 16.5 Consent of the Owners Corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

Notice to Owners Corporation

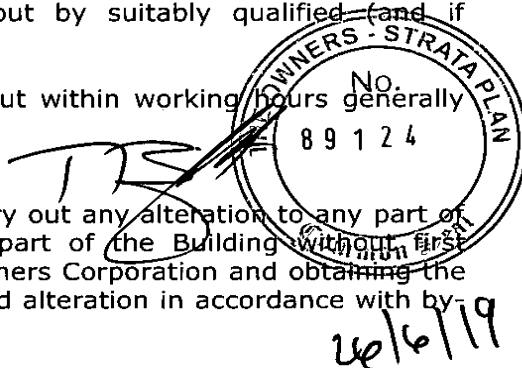
- 16.6 Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.
- 16.7 The notice under by-law 16.6 must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
 - (a) the estimated time period for the carrying out of the proposed alterations or building works;
 - (b) the nature and extent of the proposed alterations or building works; and
 - (c) whether any Common Property or another Lot will be affected.

Carrying out of building works or alterations

- 16.8 During the carrying out of any building works or alterations an Owner must:
 - (a) ensure no damage is caused to Services or pipes within the Building;
 - (b) use protective cloths or sheets to protect the walls, ceilings and floors of any lift cars used in the carrying out of any building works;
 - (c) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
 - (d) repair any damage caused to the Common Property as a result of the building works or alterations;
 - (e) carry out the building works or alterations in a manner that complies with all warranties and does not void or otherwise adversely affect any warranties in relation to the Building or any part of the Building;
 - (f) ensure the building works and alterations are carried out by suitably qualified (and if appropriate, licensed) persons;
 - (g) carry out the building works or alterations promptly; and
 - (h) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

Structural Support

- 16.9 An Owner or Occupier (other than the Developer), must not carry out any alteration to any part of the Building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration in accordance with by-



law 16.1. The consent of all Authorities required by law must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all Authorities and the Owners Corporation.

Audio or Audio Visual Equipment

- 16.10 An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.
- 16.11 The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

Community Management Statement

- 16.12 The approval of the Owners Corporation to the carrying out of building works and alterations under this by-law 16 is in addition to any approval of the Community Association required under by-law 2 of the Community Management Statement.

17. Owners Corporation may carry out work

Owners Corporation rights

- 17.1 The Owners Corporation may do anything on or in a Lot:
- (a) which should have been done under these by-laws but has not been done or has not been done properly;
 - (b) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
 - (c) to gain access to Common Property for any reasonable purpose (including to clean and maintain any part of the Building).
- 17.2 If by-law 17.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
- (a) enter and remain on the Lot for as long as is necessary; and
 - (b) recover any costs associated with carrying out works under these by-laws from the Owner.
- 17.3 The Owners Corporation must indemnify Owners from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owners Corporation of the rights conferred by this by-law.

Notice

- 17.4 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:
- (a) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
 - (b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.
- 17.5 By-law 17.4 is in addition to the powers of the Owners Corporation under the Act.

18. Air conditioning

Community Management Statement

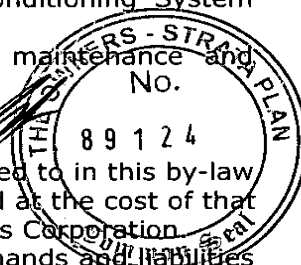
- 18.1 Without limiting this by-law 18, an Owner or Occupier must comply with by-law 3.5 of the Community Management Statement relating to air conditioning systems.

Owner's and Occupier's components

- 18.2 Owners and Occupiers have the exclusive use and enjoyment of the Air Conditioning System exclusively servicing that Owner or Occupier's Lot.
- 18.3 The Owners, at the Owners' cost, are responsible for the proper repair, maintenance and replacement of the Air Conditioning System referred to in by-law 18.2.

Make Good and Indemnity

- 18.4 Damage to the Common Property adjacent to the Air Conditioning System referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- 18.5 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any



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person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

19. Change in Use

- 19.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).
- 19.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

20. Integrity of Fire Safety Systems

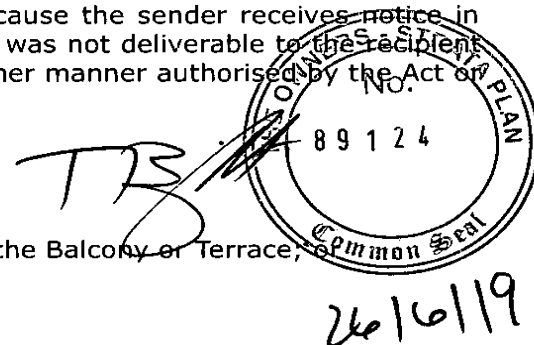
- 20.1 An Owner or Occupier must not:
- (a) interfere with or damage any Fire Safety Device; or
 - (b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.
- 20.2 An Owner or Occupier must:
- (a) only install fire locks within a Lot;
 - (b) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke and/or heat detectors within a Lot;
 - (c) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
 - (d) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
 - (e) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware; and
 - (f) subject to receiving notice under by-law 20.4 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.
- 20.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke and/or heat detectors within that person's Lot in good and serviceable order.
- 20.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 120(f). If access is not provided, any additional costs incurred by the Owners Corporation in inspecting, certifying or accessing the Lot may be recovered by the Owners Corporation from the Owner or Occupier.
- 20.5 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 120.

21. Service by Email

- 21.1 This by-law applies to the service of a notice or other document required or authorised by the Act or the by-laws to be served by the Owners Corporation, Executive Committee or the secretary of the Executive Committee including, the notice or minutes of a general meeting of the Owners Corporation ("**document**").
- 21.2 A document may be served on the Owner of a Lot by electronic means by sending the document to an email address given by the Owner in writing to the Owners Corporation for the service of documents, in a form determined by the Owners Corporation or Executive Committee.
- 21.3 A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.
- 21.4 If a document is not served by electronic means (whether because the sender receives notice in accordance with by-law 21.3 that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or the by-laws for the service of the documents.

22. Balconies and Balustrades

- 22.1 An Owner or Occupier must not place items on Balconies:
- (a) which may be capable of falling or being blown by wind off the Balcony or Terrace;



(b) in a manner which might create a safety hazard.

22.2 Lightweight injection moulded furniture is not permitted on Balconies or Terraces.

22.3 An Owner or Occupier must not place any items on balustrades.

23. Shopping Trolleys

23.1 An Owner or Occupier or Permitted Person is prohibited from bringing any shopping trolley onto the Common Property except if the shopping trolley is owned by the Owner or Occupier.

24 Screening devices, hoods, shutters, pergolas and louvers

24.1 Owners of Lots that have screening devices, hoods, shutters, pergolas and louvers attached to balconies of their Lot as at the date of registration of the Strata Plan have the exclusive use and enjoyment of those screening devices, hoods, shutters, pergolas and louvers on the terms of this by-law.

24.2 Subject to by-law 10.3, the Owners referred to in by-law 24.1 are responsible for the repair, maintenance and replacement of screening devices, hoods, shutters, pergolas and louvers at their cost and must ensure that the screening devices, hoods, shutters, pergolas and louvers are kept in good and serviceable repair.

24.3 If an Owner does not carry out its obligations under this by-law, the Owners Corporation, at the Owner's cost, can exercise the powers granted under by-law 17 to ensure the screening devices, hoods, shutters, pergolas and louvers are adequately maintained.

24.4 If an Owner wishes to replace the screening devices, hoods, shutters, pergolas and louvers the Owner must obtain the consent of the Owner's Corporation and comply with by-law 16.

25. Developer's Rights

Restricted Use Rights

25.1 To enable the Developer to carry out Development Activities on the Community Parcel, the Owners Corporation grants the Developer restricted use rights in accordance with clause 54 of the Management Act over so much of the Common Property as is reasonably required by the Developer on the terms of this by-law.

25.2 The Developer may carry out Development Activities on a Lot to which it is the registered proprietor for so long as it is the Owner of that Lot.

Common Property

25.3 Without limiting the restricted use rights granted to the Developer under this by-law, the Developer has restricted use over:

(a) the Common Property airspace above the Building and structures of the Strata Scheme for the purpose of slewing cranes and other objects; and

(b) the Common Property below the Building and structures of the Strata Scheme for the purpose of installing and maintaining (either temporarily or permanently) any rock anchors, shoring and other works,

in order to carry out Development Activities.

25.4 The restricted use rights granted to the Developer under this by-law, include the right for the Developer to attach temporary structures to the Common Property for the purpose of carrying out Development Activities.

End of Restricted Use Rights

25.5 Restricted use of the Common Property ceases when the Developer serves a notice on the Owners Corporation informing the Owners Corporation that the Development Activities requiring the use of Common Property have been completed.

25.6 Despite by-law 25.7, restricted use of the Common Property ceases when the Developer is no longer the registered proprietor of any Community Development Lot.

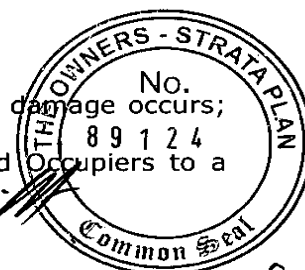
Developer's Obligations

25.7 The Developer must:

(a) repair any damage to the Common Property as soon as practicable after the damage occurs; and

(b) keep interference with the use of the Common Property by the Owners and Occupiers to a minimum so far as is consistent with the Development Activities.

Levies



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

26. Restricted Common Property

- 26.1 In addition to its powers under the Act, the Owners Corporation has power under this by-law 26 to, and must if the Developer gives it a notice under by-law 26.2, make a Restricted Common Property By-law on the terms of and in the time period specified in that notice.
- 26.2 If the Developer wants the Owners Corporation to make a Restricted Common Property By-law, it must give a notice in that regard which contains the following:
- (a) a description of the Restricted Common Property; and
 - (b) details of the persons entitled to use the Restricted Common Property; and
 - (c) the terms and conditions on which those persons may use the Restricted Common Property, including but not limited to:
 - (i) requiring the Owners Corporation to arrange for the certification and inspection of Restricted Common Property according to Law; and
 - (ii) requiring the Owners Corporation to be responsible for the costs of Restricted Common Property according to the Management Act; and
 - (iii) allowing the Owners Corporation to make agreements with other persons to exercise its rights or functions in connection with the Restricted Common Property; and
 - (iv) allowing the Owners Corporation to make rules in relation to Restricted Common Property; and
 - (v) allowing the Owners Corporation to install security devices in Restricted Common Property as if it were Community Property; and
 - (vi) allowing the Owners Corporation to lock or secure the Restricted Common Property as if it were Community Property; and
 - (vii) allowing the Owners Corporation to regulate traffic across Restricted Common Property as if it were Community Property; and
 - (viii) allowing the Owners Corporation to licence use of any part of Restricted Common Property as if it were Community Property; and
 - (ix) making the Restricted Common Property available for use by the members of the Owners Corporation; and
 - (d) details of all matters which must be included in the Restricted Common Property By-law in order for it to comply with section 54 of the Management Act;
 - (e) details of all other matters which the Developer, acting reasonably, believes should be included in the Restricted Common Property By-law; and
 - (f) the time for the Owners Corporation to call a meeting and pass a resolution to make a Restricted Common Property By-law.

27. Stage 1 Recreational Facilities

Restricted Use

- 27.1 The Owners Corporation restricts the use of the Stage 1 Recreational Facilities to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 27.2 The Community Association is responsible for the control, management, operation, repair and maintenance of the Stage 1 Recreational Facilities (including all structural repairs and maintenance costs associated with the Stage 1 Recreational Facilities).

Insurance obligations

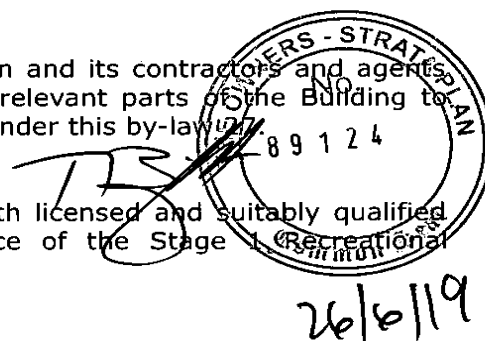
- 27.3 The Owners Corporation remains responsible for insuring the Stage 1 Recreational Facilities and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 27.7.

Access to the Stage 1 Recreational Facilities

- 27.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Stage 1 Recreational Facilities and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law.

Use of the Stage 1 Recreational Facilities

- 27.5 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Stage 1 Recreational Facilities.



- 27.6 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 27.7 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

Swimming Pool

- 27.8 The Community Association must maintain in a legible condition:
- (a) a notice at the swimming pool by the poolside containing instructions for appropriate artificial resuscitation methods;
 - (b) a warning at the swimming pool stating "Young children must be supervised when using this pool";
 - (c) a notice at the indoor swimming pool indicating the depth of the pool; and
 - (d) any other signs which have been erected by the Developer.
- 27.9 Permitted Persons and Owners and Occupiers of Lots within the Community Scheme can use the swimming pool between the hours of 6.00am and 8.00pm or such other hours as nominated by the Community Association from time to time.
- 27.10 The following terms and conditions apply to the use of the swimming pool and the spa:
- (a) children under the age of 12 years of age may use the swimming pool only if accompanied and supervised by an adult;
 - (b) glass objects, drinking glasses and sharp objects are not permitted in the swimming pool;
 - (c) the consent of the Community Association is required to hold functions in or around the swimming pool;
 - (d) running, ball playing, noisy or hazardous activities are not permitted in the swimming pool;
 - (e) swimming pool equipment must not be interfered with, operated or adjusted except with the approval of the Community Association; and
 - (f) the Community Association may make rules regarding the use of the swimming pool.

Gym

- 27.11 The Community Association must maintain in a legible condition:
- (a) a notice containing approved rules for the safe and healthy operation and use of the gym; and
 - (b) any other signs which have been erected by the Developer.
- 27.12 Permitted Persons and Owners and Occupiers of Lots within the Community Scheme can use the gym between the hours of 5.00am and 10.00pm or such other hours as nominated by the Community Association from time to time.
- 27.13 The following terms and conditions apply to the use of the gym:
- (a) children under the age of 12 years of age may not use the gym;
 - (b) person between the age of 12 and 15 years may use the gym only if accompanied and supervised by an adult;
 - (c) glass objects, drinking glasses and sharp objects are not permitted in the gym;
 - (d) the consent of the Community Association is required to hold functions in the gym;
 - (e) gym equipment must not be interfered with or adjusted except according to manufacturer's instructions; and
 - (f) the Community Association may make rules regarding the use of the gym.

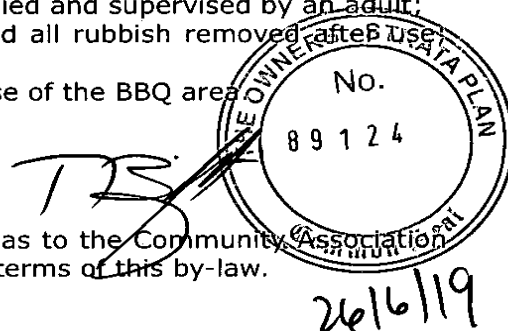
BBQ area

- 27.14 Permitted Persons and Owners and Occupiers of Lots within the Community Scheme can use the BBQ area between the following hours of 6.00am and 10.00pm or such other hours as nominated by the Community Association from time to time.
- 27.15 The following terms and conditions apply to the use of the BBQ area:
- (a) children under the age of 15 years of age must be accompanied and supervised by an adult;
 - (b) the BBQ area must be left in a clean and tidy condition and all rubbish removed after use; and
 - (c) the Community Association may make rules regarding the use of the BBQ area.

28. Landscaped Areas

Restricted Use

- 28.1 The Owners Corporation restricts the use of the Landscaped Areas to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.



Community Association's obligations

- 28.2 The Community Association must control, manage, maintain, renew and replace the Landscaped Areas.

Insurance obligations

- 28.3 The Owners Corporation will be responsible for insuring the Landscaped Areas and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 28.9.

Access to the Landscaped Areas

- 28.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Landscaped Areas and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 28.
- 28.5 Subject to by-law 28.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Landscaped Areas at all times.

Rules for use of the Landscaped Areas

- 28.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Landscaped Areas;
 - (b) not interfere with the Landscaped Areas;
 - (c) dispose of any rubbish and leave the Landscaped Areas in a good state of repair;
 - (d) not do or omit to do an act that results or may result in damage or destruction to any part of the Landscaped Areas; and
 - (e) the Community Association may make rules regarding the use of the Landscaped Areas.

Use of the Landscaped Areas

- 28.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Landscaped Areas.
- 28.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 28.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation for the costs the Community Association incurs under this by-law.

29. Fire Sprinkler Tank

Restricted Use

- 29.1 The Owners Corporation restricts the use of the Fire Sprinkler Tank to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 29.2 The Community Association must control, manage, maintain, renew and replace the Fire Sprinkler Tank.

Insurance obligations

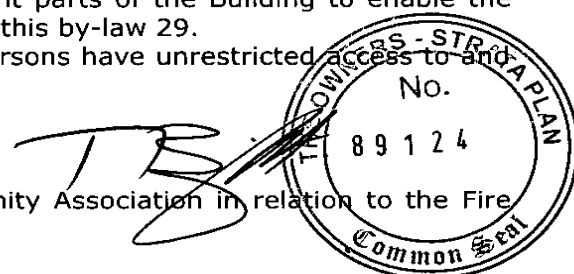
- 29.3 The Owners Corporation will be responsible for insuring the Fire Sprinkler Tank and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 29.

Access to the Fire Sprinkler Tank

- 29.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Sprinkler Tank and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 29.
- 29.5 Subject to by-law 29.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Sprinkler Tank at all times.

Rules for use of the Fire Sprinkler Tank

- 29.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Sprinkler Tank;
 - (b) not interfere with the Fire Sprinkler Tank;



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- (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Sprinkler Tank; and
- (d) the Community Association may make rules regarding the use of the Fire Sprinkler Tank.

Use of the Fire Sprinkler Tank

- 29.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Sprinkler Tank.
- 29.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 29.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

30. Fire Sprinkler System

Restricted Use

- 30.1 The Owners Corporation restricts the use of the Fire Sprinkler System to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 30.2 The Community Association must control, manage, maintain, renew and replace the Fire Sprinkler System.

Insurance obligations

- 30.3 The Owners Corporation will be responsible for insuring the Fire Sprinkler System and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 30.

Access to the Fire Sprinkler System

- 30.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Sprinkler System and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 30.
- 30.5 Subject to by-law 30.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Sprinkler System at all times.

Rules for use of the Fire Sprinkler System

- 30.6 An Owner, Occupier or Permitted Person must
 - (a) comply with all Laws and all directions of the Community Association in relation to the Fire Sprinkler System;
 - (b) not interfere with the Fire Sprinkler System;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Sprinkler System; and
 - (d) the Community Association may make rules regarding the use of the Fire Sprinkler System.

Use of the Fire Sprinkler System

- 30.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Sprinkler System.
- 30.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

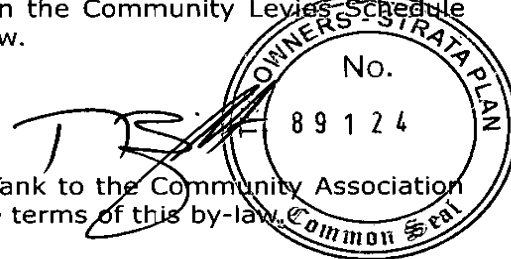
- 30.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

31. Fire Hydrant Tank

Restricted Use

- 31.1 The Owners Corporation restricts the use of the Fire Hydrant Tank to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations



- 31.2 The Community Association must control, manage, maintain, renew and replace the Fire Hydrant Tank.

Insurance obligations

- 31.3 The Owners Corporation will be responsible for insuring the Fire Hydrant Tank and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 31.

Access to the Fire Hydrant Tank

- 31.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Hydrant Tank and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 31.
- 31.5 Subject to by-law 31.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Hydrant Tank at all times.

Rules for use of the Fire Hydrant Tank

- 31.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Hydrant Tank;
 - (b) not interfere with the Fire Hydrant Tank;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Hydrant Tank; and
 - (d) the Community Association may make rules regarding the use of the Fire Hydrant Tank.

Use of the Fire Hydrant Tank

- 31.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Hydrant Tank.
- 31.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 31.9 Contributions must be levied by the Community Association in accordance with the Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

32. Fire Hydrant System

Restricted Use

- 32.1 The Owners Corporation restricts the use of the Fire Hydrant System to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 32.2 The Community Association must control, manage, maintain, renew and replace the Fire Hydrant System.

Insurance obligations

- 32.3 The Owners Corporation will be responsible for insuring the Fire Hydrant System and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 32.

Access to the Fire Hydrant System

- 32.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Hydrant System and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 32.
- 32.5 Subject to by-law 32.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Hydrant System at all times.

Rules for use of the Fire Hydrant System

- 32.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Hydrant System;
 - (b) not interfere with the Fire Hydrant System;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Hydrant System; and
 - (d) the Community Association may make rules regarding the use of the Fire Hydrant System



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Use of the Fire Hydrant System

- 32.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Hydrant System.
- 32.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 32.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

33. Fire Sprinkler Pump Room

Restricted Use

- 33.1 The Owners Corporation restricts the use of the Fire Sprinkler Pump Room to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 33.2 The Community Association must control, manage, maintain, renew and replace the Fire Sprinkler Pump Room.

Insurance obligations

- 33.3 The Owners Corporation will be responsible for insuring the Fire Sprinkler Pump Room and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 33.

Access to the Fire Sprinkler Pump Room

- 33.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Sprinkler Pump Room and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 33.
- 33.5 Subject to by-law 33.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Sprinkler Pump Room at all times.

Rules for use of the Fire Sprinkler Pump Room

- 33.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Sprinkler Pump Room;
 - (b) not interfere with the Fire Sprinkler Pump Room;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Sprinkler Pump Room; and
 - (d) the Community Association may make rules regarding the use of the Fire Sprinkler Pump Room.

Use of the Fire Sprinkler Pump Room

- 33.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Sprinkler Pump Room.
- 33.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

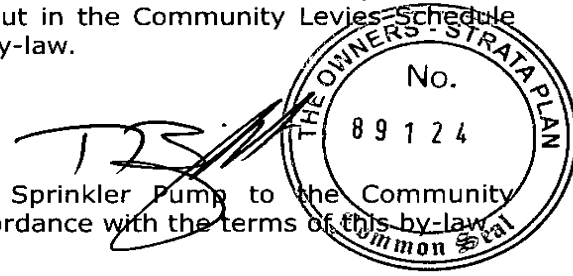
- 33.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

34. Fire Sprinkler Pump

Restricted Use

- 34.1 The Owners Corporation restricts the use of the Fire Sprinkler Pump to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations



- 34.2 The Community Association must control, manage, maintain, renew and replace the Fire Sprinkler Pump.

Insurance obligations

- 34.3 The Owners Corporation will be responsible for insuring the Fire Sprinkler Pump and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 34.

Access to the Fire Sprinkler Pump

- 34.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Sprinkler Pump and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 34.
- 34.5 Subject to by-law 34.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Sprinkler Pump at all times.

Rules for use of the Fire Sprinkler Pump

- 34.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Sprinkler Pump;
 - (b) not interfere with the Fire Sprinkler Pump;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Sprinkler Pump; and
 - (d) the Community Association may make rules regarding the use of the Fire Sprinkler Pump.

Use of the Fire Sprinkler Pump

- 34.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Sprinkler Pump.
- 34.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 34.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

35. Fire Indicator Panel 1 System

Restricted Use

- 35.1 The Owners Corporation restricts the use of the Fire Indicator Panel 1 System to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 35.2 The Community Association must control, manage, maintain, renew and replace the Fire Indicator Panel 1 System.

Insurance obligations

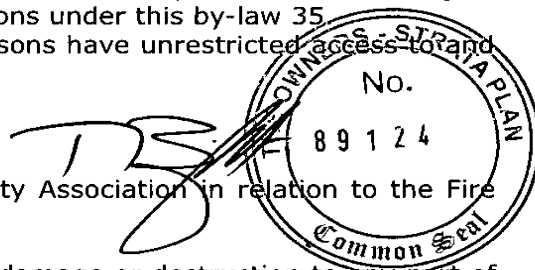
- 35.3 The Owners Corporation will be responsible for insuring the Fire Indicator Panel 1 System and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 35.

Access to the Fire Indicator Panel 1 System

- 35.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Fire Indicator Panel 1 System and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 35.
- 35.5 Subject to by-law 35.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Fire Indicator Panel 1 System at all times.

Rules for use of the Fire Indicator Panel 1 System

- 35.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Fire Indicator Panel 1 System;
 - (b) not interfere with the Fire Indicator Panel 1 System;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Fire Indicator Panel 1 System; and



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(d) the Community Association may make rules regarding the use of the Fire Indicator Panel 1 System.

Use of the Fire Indicator Panel 1 System

- 35.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Fire Indicator Panel 1 System.
- 35.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 35.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

36. EWIS Panel 1 System

Restricted Use

- 36.1 The Owners Corporation restricts the use of the EWIS Panel 1 System to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.

Community Association's obligations

- 36.2 The Community Association must control, manage, maintain, renew and replace the EWIS Panel 1 System.

Insurance obligations

- 36.3 The Owners Corporation will be responsible for insuring the EWIS Panel 1 System and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 36.

Access to the EWIS Panel 1 System

- 36.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the EWIS Panel 1 System and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 36.
- 36.5 Subject to by-law 36.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the EWIS Panel 1 System at all times.

Rules for use of the EWIS Panel 1 System

- 36.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the EWIS Panel 1 System;
 - (b) not interfere with the EWIS Panel 1 System;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the EWIS Panel 1 System; and
 - (d) the Community Association may make rules regarding the use of the EWIS Panel 1 System.

Use of the EWIS Panel 1 System

- 36.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the EWIS Panel 1 System.
- 36.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

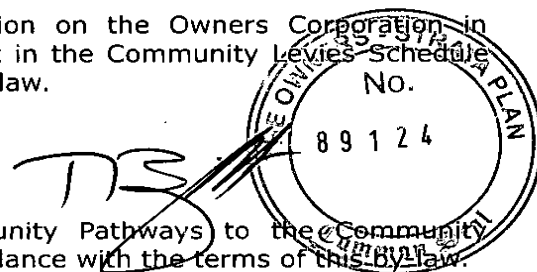
Levying of Contributions

- 36.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation as set out in the Community Levies Schedule for the costs the Community Association incurs under this by-law.

37. Community Pathways

Restricted Use

- 37.1 The Owners Corporation restricts the use of the Community Pathways to the Community Association under section 54 of the Management Act in accordance with the terms of this by-law.



Community Association's obligations

- 37.2 The Community Association must control, manage, maintain, renew and replace the Community Pathways.

Insurance obligations

- 37.3 The Owners Corporation will be responsible for insuring the Community Pathways and the cost of this insurance passed on to the Community Association to be levied in accordance with by-law 37.

Access to the Community Pathways

- 37.4 The Owners Corporation must provide the Community Association and its contractors and agents with access to the Community Pathways and all other relevant parts of the Building to enable the Community Association to comply with its obligations under this by-law 37.
- 37.5 Subject to by-law 37.2, an Owner, Occupier or Permitted Persons have unrestricted access to and use of the Community Pathways at all times.

Rules for use of the Community Pathways

- 37.6 An Owner, Occupier or Permitted Person must
- (a) comply with all Laws and all directions of the Community Association in relation to the Community Pathways;
 - (b) not interfere with the Community Pathways;
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Community Pathways; and
 - (d) the Community Association may make rules regarding the use of the Community Pathways.

Use of the Community Pathways

- 37.7 The Community Association must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Community Pathways.
- 37.8 The Community Association must make good any damage caused to the Common Property and any adjacent lot in exercising its rights under this by-law.

Levying of Contributions

- 37.9 Contributions must be levied by the Community Association on the Owners Corporation in accordance with the Community Titles Legislation for the costs the Community Association incurs under this by-law.

Special By-Law 1 – Limit On Occupancy (AM503872H)

An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.

In this by-law a term defined in the *Strata Schemes Management Act 2015* (NSW) (whether generally or for the purposes of Section 137 of that Act) has the same meaning.

Special By-Law 2 – Minor Renovations By Owners – Delegation Of Functions (AM503872H)

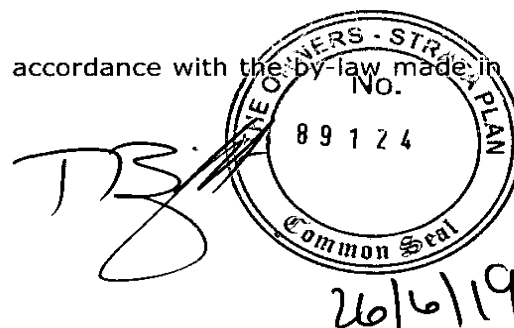
The owners corporation:

1. **Specially resolves** in accordance with Section 141(1) of the *Strata Schemes Management Act 2015* (NSW) to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141(2)(a) of the *Strata Schemes Management Act 2015* (NSW):

Special by-law 2 – Minor renovations by owners – delegation of functions

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

2. Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).



Special By-Law 3 - Lot 27 Works

A by-law with respect to lot 27 works.

1 Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval;
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property; and
- (e) must ensure that the area the subject of this by-law, currently known as the study, is not used for any purpose other than the purpose approved in the original development consent for the building.

1.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

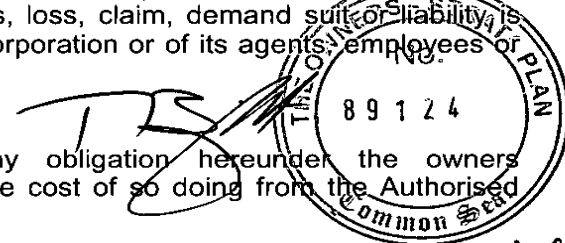
- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

1.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

1.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.



1.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

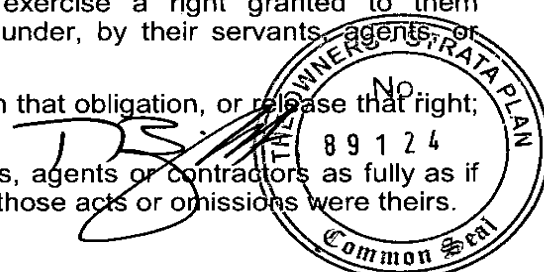
2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:



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- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

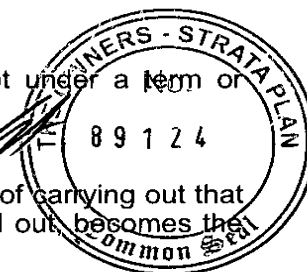
2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002



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- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

***Note.** The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

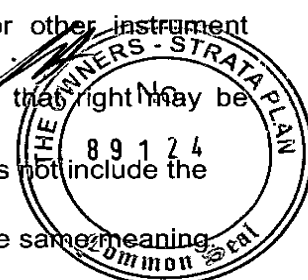
3 Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation



- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 27 in the strata scheme bearing folio identifier 27/SP89124;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

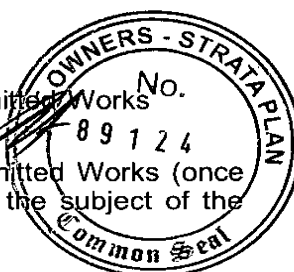
Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or



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(ii) enclosed within the effective physical boundaries of that premises;
and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

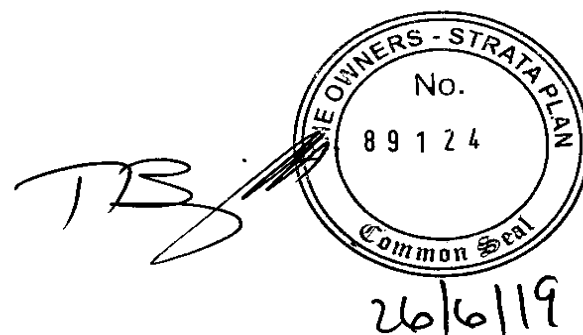
Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 89124; and

strata scheme means the strata scheme relating to the strata plan.



Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

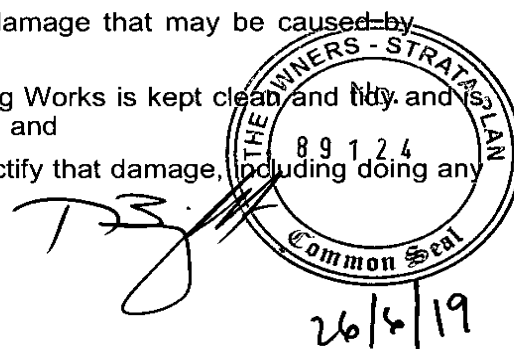
1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.



1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

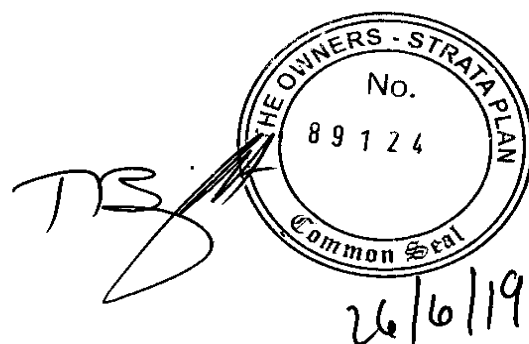
Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

you means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

your has a corresponding meaning to You.



Annexure B Scope of Works

1 Scope of Works

1.1 Bathroom

Renovation of the bathroom of the Authorised Lot including:

- (a) removal of all fixtures, fittings, cabinetry, bath tub, shower, toilet suite and vanity;
- (b) installation of new fixtures, fittings, cabinetry, bath tub, shower, toilet suite and vanity;
- (c) removal of floor and wall tiling;
- (d) installation of new floor and wall tiling including waterproofing works; and
- (e) plumbing and electrical works as necessary.

1.2 Kitchen

Renovation of the kitchen of the Authorised Lot including:

- (a) removal of the floor tiling;
- (b) removal and installation of the backsplash;
- (c) installation of new floor tiling; and
- (d) electrical works as necessary.

1.3 Laundry

Renovation of the laundry of the Authorised Lot including:

- (a) removal of the flooring; and
- (b) installation of new flooring including waterproofing works.

1.4 Timber flooring

Installation of new timber flooring in the Authorised Lot, including:

- (a) removal of existing flooring throughout;
- (b) installation of acoustic underlay; and
- (c) installation of floating timber floorboards excluding the kitchen, throughout bathroom and laundry.

1.5 Glass partition

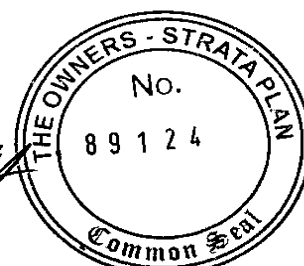
Installation of a framed glass partition in the Authorised Lot, including: (a) removal of the existing door to the study; and

- (b) installation of a timber framed partition with glass inserts in the location marked "A" in figure 1, with the minimum number of necessary penetrations to the common property.

1.6 Bedroom

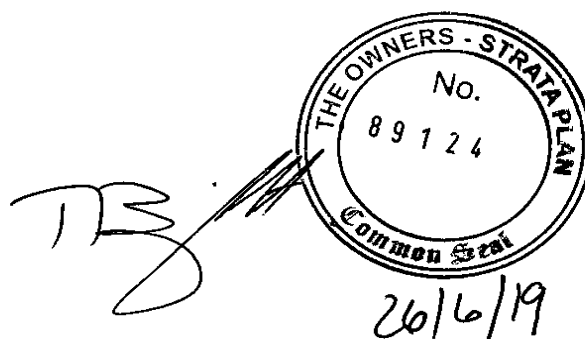
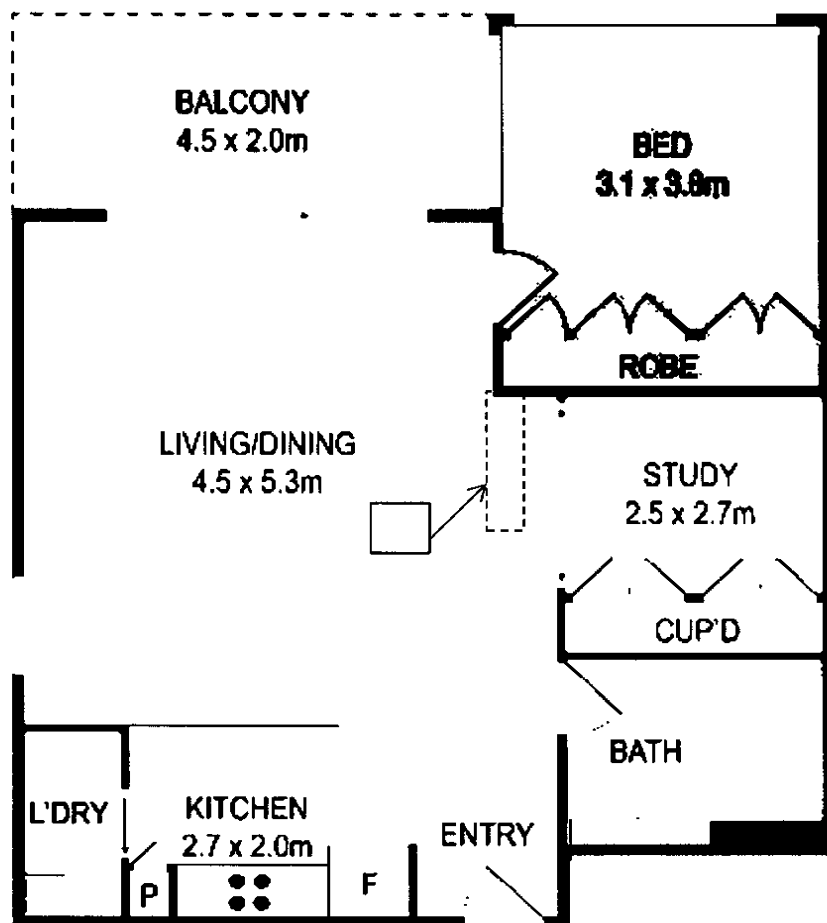
Installation of a bulkhead in the bedroom in the Authorised Lot, including:

- (a) installation of a lightweight gyprock bulkhead;
- (b) installation of LED strip lights and associated light switch; and
- (c) electrical works as necessary.



1.7 Plans and drawings

A reference to, or the incorporation of, a plan, drawing, sketch or diagram herein is taken to be a reference to, or the incorporation of, the original of that document at its original scale.





Apex Lawyers
1901/109 Pitt Street
SYDNEY NSW 2000

Issue Date: 28 September 2023
Certificate No: PLN2023/4295
Your Ref: 230702

PLANNING CERTIFICATE SECTION 10.7

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

Property Address: 603/2 Saunders Cl MACQUARIE PARK NSW 2113

Legal Description: Lot 63 SP 89124

Property Reference: 546841

Land Reference: 55035

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 2 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2021

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

a) LOCAL ENVIRONMENTAL PLANS

Ryde Local Environment Plan 2014

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

NIL

c) DEVELOPMENT CONTROL PLANS

City of Ryde Development Control Plan 2014

d) DRAFT DEVELOPMENT CONTROL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

NIL

e) STATE ENVIRONMENTAL PLANNING POLICIES

State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021

f) PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES that are or have been the subject of community consultation or public exhibition under the Act.

NIL

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

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) ZONING AND ZONING TABLE UNDER RYDE LOCAL ENVIRONMENTAL PLAN 2014

Ryde Local Environmental Plan 2014 - Zone MU1 - Mixed Use

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure employment and educational activities within the Macquarie University campus are integrated with other businesses and activities.
- To promote strong links between Macquarie University and research institutions and businesses in the Macquarie Park corridor.

2 Permitted without consent

Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4.

4 Prohibited

Agriculture; Air transport facilities; Animal boarding or training establishments; Camping grounds; Caravan parks; Depots; Eco-tourist facilities; Farm buildings; General industries; Heavy industrial storage establishments; Heavy industries; Home occupations (sex services); Industrial training facilities; Resource recovery facilities; Sewerage systems; Sex services premises; Signage; Vehicle body repair workshops; Waste disposal facilities; Water supply systems.

(b) ZONING AND ZONING TABLE UNDER STATE ENVIRONMENTAL PLANNING POLICY

NIL

(c) ADDITIONAL PERMITTED USES APPLY TO THE LAND

NIL

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

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

(e) AREA OF OUTSTANDING BIODIVERSITY VALUE UNDER THE BIODIVERSITY CONSERVATION ACT 2016

No. The land does not include an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) CONSERVATION AREA (however described)

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

(g) ITEMS OF ENVIRONMENTAL HERITAGE (however described)

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

OTHER PRESCRIBED INFORMATION

3. CONTRIBUTIONS PLANS

The name of each contributions plan applying to the land:

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

The name of the area if the land is in a special contributions area:

NIL

4. COMPLYING DEVELOPMENT

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code

The Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code **do not apply** to this Local Government Area.

Housing Code, Low Rise Housing Diversity Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code

Housing Code, Low Rise Housing Diversity Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code **do apply** to this Local Government Area.

Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which complying development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 1** for detail on what codes **may** or **may not** allow complying development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. Despite any statement preventing the carrying out of complying development in the Codes listed in Appendix 1, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

5. EXEMPT DEVELOPMENT

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code **do apply** to this Local Government Area.

Clause 1.16(1)(b1)–(d) or 1.16A of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which exempt development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 2** for detail on what codes **may** or **may not** allow exempt development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. Despite any statement preventing the carrying out of exempt development in the Codes listed in Appendix 2, exempt development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether Council is aware that-

(a) an affected building notice is in force in relation to the land, or

NO

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

NO

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

(2) In this section:

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

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

7. LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15

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

8. ROAD WIDENING AND ROAD REALIGNMENT

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

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

(a) Division 2 of Part 3 of the Roads Act 1993, or

(b) any environmental planning instrument, or

(c) any resolution of Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS

(1) Whether or not the land or part of the land is within the flood planning area and subject to flood related development controls –NO

(2) Whether or not the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls –NO

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

City of Ryde

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

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

- (i) landslip - NO
- (ii) bush fire - NO
- (iii) tidal inundation - NO
- (iv) subsidence - NO
- (v) acid sulphate soil - NO
- (vi) contamination – NO
- (vii) aircraft noise – NO
- (viii) salinity – NO
- (ix) coastal hazards – NO
- (x) sea level rise – NO
- (xi) any other risk (other than flooding) - NO

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

Adopted policy means a policy adopted by the council, or by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. BUSH FIRE PRONE LAND

Is any part of the land designated as bush fire prone land by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act?

NO

12. LOOSE-FILL ASBESTOS INSULATION

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

13. MINE SUBSIDENCE

The land is not declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. PAPER SUBDIVISION INFORMATION

- (1) The name of a development plan adopted by a relevant authority that—
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot. NIL
- (2) The date of a subdivision order that applies to the land. NIL
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

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

15. PROPERTY VEGETATION PLANS

The land is not subject to an approved property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (that Council has been notified of).

16. BIODIVERSITY STEWARDSHIP SITES

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (that Council has been notified of).

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

17. BIODIVERSITY CERTIFIED LAND

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

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

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

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if council has been notified of the order).

NO

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

NO

Note. Existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. WESTERN SYDNEY AEROTROPOLIS

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

NO

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

There are no conditions of development consent granted after 11 October 2007 in relation to the land that are of the kind set out in the *State Environmental Planning Policy (Housing) 2021*, Section 88(2), Chapter 3, Part 5.

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(1) There is no current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, that Council is aware of, in relation to proposed development on the land.

(2) There are no conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Housing) 2021, section 21(1) or 40(1), Chapter 2, Part 2, Division 1 or 5.

(3) There are no conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Housing) 2009, clause 17(1) or 38(1).

Note. Former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

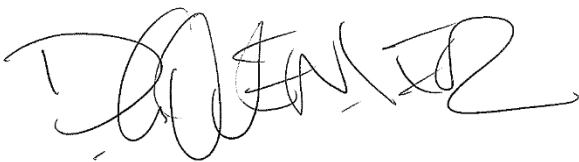
Note. The following matters are prescribed by section 59(2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

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

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

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

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



Dyalan Govender
Executive Officer City Places

Appendix 1 – Complying Development

Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code.

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4) and 1.18(1)(c3) complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i>) (See 1.17A(1)(c))	NO
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO

Housing Code, Low Rise Housing Diversity Code, and Industrial and Business Building Code

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i>) (See 1.17A(1)(c))	NO

<p>be carried out on land that:</p> <p>(i) comprises an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or on which such an item is located,</p> <p>(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or</p> <p>(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.</p> <p>(See 1.17A(1)(d))</p>	NO
<p>Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).</p>	NO
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
<p>Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))</p>	NO
1.19 Land on which complying development may not be carried out	
To be complying development specified for the Housing Code, Low Rise Housing Diversity Code, and Industrial and Business Building Code the development must not be carried out on:	
<p>Land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool (See 1.19(1)(a)).</p> <p>However, any complying development under the Industrial and Business Building Code must not be carried out on land within a heritage conservation area or a draft heritage conservation area (See 1.19(5)(a)).</p>	NO
<p>Land that is reserved for a public purpose by an environmental planning instrument (See 1.19(1)(b) and 1.19(5)(b))</p>	NO
<p>Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2 (See 1.19(1)(c) and 1.19(5)(c))</p>	NO
<p>Land that is significantly contaminated land within the meaning of the <i>Contaminated Land Management Act 1997</i> (see 1.19(1)(c1) and 1.19(5)(d))</p>	NO
<p>Land identified by an environmental planning instrument as being:</p> <p>(i) within a buffer area, or</p> <p>(ii) within a river front area, or</p> <p>(iii) within an ecologically sensitive area, or</p> <p>(iv) environmentally sensitive land, or</p> <p>(v) within a protected area.</p> <p>(See 1.19(1)(e) and 1.19(5)(f))</p>	<p>Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property</p>

Land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by: (i) a coastline hazard, or (ii) a coastal hazard, or (iii) a coastal erosion hazard. (see 1.19(1)(f) and 1.19(5)(g))	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property
Land in a foreshore area (see 1.19(1)(g) and 1.19(5)(h))	NO
(3A) Development specified in the Low Rise Housing Diversity Code is not complying development under that code if it is carried out on land on which there is a heritage item or a draft heritage item.	NO

Appendix 2 – Exempt Development

If any of the following statements are **YES** in response to the provisions of Clause 1.16(1)(b1)–(d), exempt development **may not** be carried out on land under the Policy.

1.16 (1) (b1)-(d) General requirements for exempt development	
To be exempt development for the purposes of this Policy, the development must not be carried out on land that is:	
a declared area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i> or declared critical habitat under Part 7A of the <i>Fisheries Management Act 1994</i> , and	NO
or is part of, a wilderness area (within the meaning of <i>Wilderness Act 1987</i>), and	NO
or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> , or that is subject to an interim heritage order under that Act, and	NO
described or otherwise identified on a map specified in Schedule 4.	NO