

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Waters & Carpenter Auburn 112 South Parade, Auburn, NSW 2144	Phone: 02 9649 0238 Fax: 02 9643 1400
co-agent		
vendor	Xiaodong Huang 49/10 Bijigal Street, Arncliffe, NSW 2205	
vendor's solicitor	Auburn Lawyers 1, 115 Auburn Road, Auburn NSW 2144 PO Box 406, Auburn NSW 1835	Phone: 0416077696 Email: mhasan@auburnlawyers.com.au Fax: 02 8065 9243 Ref: MH:0011943/20
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	504/18 Harrow Road, Auburn, New South Wales 2144 Registered Plan: Lot 49 Plan SP 97827 Folio Identifier 49/SP97827	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" 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 type="checkbox"/> carspace <input 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"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <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)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes

GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30): _____**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment**
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

Comfort Living Strata Management Ph 02 9635 5101

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 Normally, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

32. In Clause 7.1.1 the words " exceeds 5% of the price" are replaced by the words "exceeds \$ 1,000."

33. In clause 8.1 delete the words " reasonable grounds".

34. In clause 10.1.8 and 10.1.9 replace the word "substance" with the word "existence".

35. In clause 16.5 delete the words "plus another 20% of that fee".

36. Clause 16.8 is deleted

37. In clause 1, the definition of "settlement cheque" is amended to delete the words "or; building society, credit union or other FCA institution as defined in the Cheques Act 1986";

38. Clause 23.13.14 is deleted and replaced with " Vendor authorizes the purchaser to obtain s184 Strata Scheme Certificates from the Owners Corporation". A copy of the certificates must be furnished to the vendor' representative on or before completion.

39. (a) The purchaser acknowledges and agrees that he purchases the subject property, all improvements erected thereon and furnishings and chattels, if any, in their present condition and state of repair with all defects (if any) latent or patent. The Purchaser shall not make any requisitions, objections, claims or claims for compensation or require the vendor to do anything whatsoever with regard to the condition, state of repair, infestation or decay of or in the subject property, or any improvements erected thereon or any furnishings and chattels included in this contract.

(b) No Objection , requisition or claim for compensation or attempt to delay completion shall be made by purchaser should any water or sewerage main or any underground or surface storm water pipe or drain passes through, over or under or should any sewer manhole or vent be upon the property or should the downpipes be connected with the Sewer; and

(c) No Objection , requisition or claim for compensation or attempt to delay completion shall be made by purchaser on account of the vendor not being in possession of a survey report in regard to the property and the purchaser shall satisfy itself as to the position of any improvements to the property or the compliance or otherwise of any improvements on the property or the compliance or otherwise of any improvements on the property with the provisions of Local Government Act.

40. No objection, requisition or claim shall be made by the purchaser as to or arising out of the suitability of the property for any particular purpose or otherwise.

41. It is agreed that there are no conditions, warranties or other terms affecting this sale other than those in this contract. This contract is the whole contract between the vendor and purchaser. The Purchaser acknowledges that no representations have been made by the vendor or its agent to induce the purchaser to enter this contract.

42. Should a party (and if more than one, then any of the parties) prior to completion:

- a. Die or become mentally incompetent or
- b. Be declared bankrupt or enter into any scheme to make an assignment for the benefit of creditors, or have a petition for winding up presented or have a liquidator, receiver, official manager, manager & receiver, or controller appointed,

Then the other party can rescind this contract under clause 19.

43. In the event that the vendor requires the whole or part of the deposit referred to on the front page of the contract to be released for the purchase of another property, payment of stamp duty or for paying the vendor's mortgagee purposes, the purchaser hereby authorizes the release of such deposit, provided that should the deposit be required for the vendor's purchase then the deposit is to be placed in the Trust Account of the estate Agent or vendor solicitor's trust account in such subsequent purchase.

44 The purchaser warrants that he was not introduced to the property by a real estate agent other than the agent shown as the Vendor's Agent on the front page of this contract and agrees to indemnify and keep indemnified the vendor against any claim or claims by any other agent for commission. This condition shall not merge on completion.

45. (a) if a party is unable or unwilling to complete this contract on the completion date then the other party can at any time after the completion date serve a Notice to Complete requiring completion to occur on a specified date and making time of the essence. A Notice to Complete must give at least 14 days notice (excluding the day of service but including the day completion is specified in the Notice. A Notice to complete under this clause will be reasonable and sufficient to make time for completion essential.

(b) The party that issued the Notice to Complete may withdraw any Notice to Complete shall be without prejudice to that party's right to issue and serve a subsequent Notice to Complete.

(c) In the event that Vendor issues a Notice to Complete, then the Purchaser agrees to pay \$330 at completion by way of compensation for the vendor's legal costs in issuing the notice to complete.

46. If completion does not take place by the completion date for any reason other than due to the default of the Vendor, the Purchaser shall pay to the Vendor on completion by way of liquidated damages a sum equal to interest on the balance of the purchase monies at the rate of ten per centum (10%) per annum calculated daily from and including the day being one day after the completion date until and including the day completion actually takes place. The payment of interest in accordance with this clause on completion is an essential term of this contract.

47. In the event that a swimming pool is in this sale, the purchaser will make no requisition, objection, claim or claim for compensation in relation to:

- (a) Any non-compliance by the vendor or any provision of the Swimming Pools Act 1992 and/ or
- (b) Any notice issued pursuant to the Swimming Pools Act 1992 after the date of this contract

49. In the event that, on exchange of this contract, less than ten per centum (10%) of the purchase price is paid as a deposit the Purchaser acknowledges that in the event that the Vendor is entitled to forfeit the deposit paid herein, the Vendor shall in addition, be entitled to recover from the Purchaser a sum equal to the difference between the deposit herein paid and the ten per centum (10%) of the purchase price. This provision is in addition to and not in substitution for any other rights of the vendor under this contract. This clause shall not merge on completion.

50. In the circumstances where this contract is exchanged with cooling off period then notwithstanding that a deposit of 10% is payable under this contract, the Vendor will accept a deposit of 0.25% of the purchase price on the date of this contract. The balance of the 10% deposit is payable before the fifth business day after this contract. In this clause time is essential.

51. (a) if the vendor does not have a building certificate or survey report and the purchaser is not entitled to require the vendor to apply for or to do anything to obtain a building certificate or survey report or to comply with the local council's requirements for the issue of a building certificate or survey report.

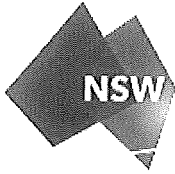
(c) Completion of the contract is not conditional on the vendor or the purchaser obtaining a building certificate or survey report.

52. If the purchaser fails to attend settlement or otherwise cancel the settlement (through no fault of the vendor) and particularly after appropriate arrangements have been made with all concerned parties, the purchaser allows on settlement to the vendor an amount of \$110 for each time a failure occurs.

53. In the event that purchaser fails to deliver the transfer to the vendor solicitor in accordance with the clause 4, the purchaser agrees to pay to the vendor the sum of \$110.00 towards the cost of arranging for the execution of transfer at short notice.

54. For purpose of clause 5, the vendor is required to answer the requisitions to the Law Society 2007 Residential Property Requisitions on title.

55. The purchaser agrees to rent back the property to the vendor for a period up to 6 months at market rent. Vendor will issue 3 weeks' notice to vacate to the landlord during the tenancy or if the vendor wants to move out earlier.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

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

FOLIO: 49/SP97827

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
22/10/2020	9:21 AM	2	9/1/2019

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 49 IN STRATA PLAN 97827
AT AUBURN
LOCAL GOVERNMENT AREA CUMBERLAND

FIRST SCHEDULE

XIAODONG HUANG (T AN985413)

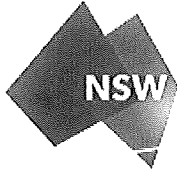
SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP97827
- 2 AN985414 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

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

FOLIO: CP/SP97827

SEARCH DATE	TIME	EDITION NO	DATE
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22/10/2020	9:22 AM	1	28/11/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 97827
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT AUBURN
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP97827

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 97827
ADDRESS FOR SERVICE OF DOCUMENTS:
93 AUBURN ROAD
AUBURN
NSW 2144

SECOND SCHEDULE (55 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN DP1242937
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED
WITH SP97827
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR
SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT
2015
- 5 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE
STRATA PLAN
- 6 358090 RIGHT OF WAY 6.095 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 358090 RIGHT OF WAY 6.095 METRE(S) WIDE APPURTENANT TO
THE PART(S) SHOWN SO BENEFITED AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 362743 RIGHT OF WAY 6.095 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 362744 RIGHT OF WAY 6.095 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 B10122 RIGHT OF WAY 6.095 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 B571126 RIGHT OF WAY 6.095 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

943/20

PRINTED ON 22/10/2020

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP97827

PAGE 2

SECOND SCHEDULE (55 NOTIFICATIONS) (CONTINUED)

- 12 B571126 RIGHT OF WAY 6.095 METRE(S) WIDE APPURTENANT TO THE
PART(S) SHOWN SO BENEFITED AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 13 F793824 RIGHT OF CARRIAGEWAY AFFECTING THE PART(S) SHOWN
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1063346 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1063346 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT
TO THE PART(S) SHOWN SO BENEFITED AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1166744 RIGHT OF WAY 3.05 AND 6.095 METRE(S) WIDE REFERRED TO
AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN TITLE DIAGRAM
- 17 AN374044 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING
CORPORATION OF PREMISES (E1) & (E2) WITH RIGHT OF WAY
DESIGNATED (R1) & (R2) & EASEMENTS FOR ELECTRICITY &
OTHER PURPOSES (LIMITED IN STRATUM) DESIGNATED (E1)
(E2) (EC2) (EC4) (EC1) (EC3) (ER) SHOWN IN DP1243436.
EXPIRES: 22/3/2068.
- 18 AN799401 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 AN799402 RIGHT OF ACCESS 3.05 & 6.1 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 DP1242937 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 21 DP1242937 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 22 DP1242937 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE
OF THE LAND ABOVE DESCRIBED
- 23 DP1242937 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 24 DP1242937 EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED
- 25 DP1242937 EASEMENT FOR FUTURE SERVICES APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 26 DP1242937 EASEMENT FOR VEHICLE ACCESS VARIABLE WIDTH (LIMITED
IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27 DP1242937 EASEMENT FOR VEHICLE ACCESS 4.93 METRE(S) WIDE
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 28 DP1242937 EASEMENT FOR VEHICLE ACCESS FOR GARBAGE TRUCK
VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 29 DP1242937 EASEMENT FOR PARKING FOR GARBAGE TRUCK 4.18 METRE(S)
WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (55 NOTIFICATIONS) (CONTINUED)

- 30 DP1242937 EASEMENT FOR THE MOVEMENT OF GARBAGE BINS TO
COLLECTION POINT 1.2 METRE(S) WIDE AND VARIABLE WIDTH
(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 31 DP1242937 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH
(LIMITED IN STRATUM) REFERRED TO AND NUMBERED (9) IN
THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 32 DP1242937 EASEMENT FOR PEDESTRIAN ACCESS 4.84 METRE(S) WIDE
(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 33 DP1242937 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH
(LIMITED IN STRATUM) REFERRED TO AND NUMBERED (11) IN
THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 34 DP1242937 EASEMENT FOR PEDESTRIAN FIRE EGRESS ONLY 1.2 METRE(S)
WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED
TO AND NUMBERED (12) IN THE S.88B INSTRUMENT AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 35 DP1242937 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH
(LIMITED IN STRATUM) REFERRED TO AND NUMBERED (13) IN
THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 36 DP1242937 EASEMENT FOR PEDESTRIAN FIRE EGRESS ONLY 1.2 METRE(S)
WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED
TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 37 DP1242937 EASEMENT FOR PEDESTRIAN ACCESS 1.2 METRE(S) WIDE AND
VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 38 DP1242937 EASEMENT FOR PEDESTRIAN ACCESS 1.2 METRE(S) WIDE
(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 39 DP1242937 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH
(LIMITED IN STRATUM) REFERRED TO AND NUMBERED (17) IN
THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 40 DP1242937 EASEMENT FOR PEDESTRIAN ACCESS 2.5 METRE(S) WIDE AND
VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND
NUMBERED (18) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 41 DP1242937 EASEMENT FOR PEDESTRIAN ACCESS 2.5 METRE(S) WIDE AND
VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND
NUMBERED (19) IN THE S.88B INSTRUMENT APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 42 DP1242937 EASEMENT FOR USE OF FIRE STAIRS VARIABLE WIDTH

END OF PAGE 3 - CONTINUED OVER

SECOND SCHEDULE (55 NOTIFICATIONS) (CONTINUED)

- (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 43 DP1242937 EASEMENT FOR USE OF FIRE STAIRS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 44 DP1242937 EASEMENT FOR USE OF FIRE STAIRS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (22) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 45 DP1242937 EASEMENT FOR USE OF LIFT VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (23) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 46 DP1242937 EASEMENT FOR USE OF LIFT VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (24) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 47 DP1242937 EASEMENT TO HOLD STORMWATER IN DETENTION TANK VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (25) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 48 DP1242937 EASEMENT TO HOLD STORMWATER IN DETENTION TANK VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (26) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 49 DP1242937 EASEMENT FOR THE USE OF THE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 50 DP1242937 EASEMENT FOR PUBLIC PEDESTRIAN ACCESS 2.5 METRE(S) WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 51 DP1242937 RESTRICTION(S) ON THE USE OF LAND
- 52 DP1242937 POSITIVE COVENANT
- 53 DP1242937 EASEMENT FOR THE MOVEMENT OF GARBAGE BINS TO COLLECTION POINT VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (31) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 54 DP1242937 EASEMENT FOR THE MOVEMENT OF GARBAGE BINS TO COLLECTION POINT VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (32) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 55 DP1242937 EASEMENT FOR GARBAGE BINS HOLDING AREA VARIABLE WIDTH

END OF PAGE 4 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP97827

PAGE 5

SECOND SCHEDULE (55 NOTIFICATIONS) (CONTINUED)

(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 97827

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 41	2	- 41	3	- 42	4	- 41
5	- 29	6	- 41	7	- 40	8	- 29
9	- 40	10	- 41	11	- 40	12	- 38
13	- 45	14	- 41	15	- 41	16	- 42
17	- 40	18	- 29	19	- 40	20	- 41
21	- 41	22	- 39	23	- 46	24	- 42
25	- 42	26	- 42	27	- 41	28	- 29
29	- 40	30	- 41	31	- 41	32	- 39
33	- 47	34	- 42	35	- 42	36	- 43
37	- 41	38	- 30	39	- 41	40	- 42
41	- 41	42	- 39	43	- 47	44	- 43
45	- 43	46	- 43	47	- 41	48	- 30
49	- 45	50	- 47	51	- 47	52	- 41
53	- 43	54	- 43	55	- 41	56	- 30
57	- 46	58	- 47	59	- 47	60	- 42
61	- 43	62	- 43	63	- 42	64	- 31
65	- 47	66	- 48	67	- 48	68	- 42
69	- 43	70	- 44	71	- 42	72	- 31
73	- 47	74	- 49	75	- 49	76	- 43
77	- 44	78	- 44	79	- 43	80	- 31
81	- 48	82	- 49	83	- 49	84	- 43
85	- 44	86	- 44	87	- 43	88	- 32
89	- 49	90	- 50	91	- 50	92	- 43
93	- 44	94	- 45	95	- 43	96	- 32
97	- 49	98	- 51	99	- 51	100	- 43
101	- 45	102	- 45	103	- 43	104	- 32
105	- 50	106	- 51	107	- 51	108	- 44
109	- 45	110	- 45	111	- 44	112	- 33
113	- 51	114	- 52	115	- 52	116	- 44
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153	- 48	154	- 46	155	- 30	156	- 43

END OF PAGE 5 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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PAGE 6

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

STRATA PLAN 97827

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
157	- 43	158	- 44	159	- 49	160	- 47
161	- 30	162	- 43	163	- 43	164	- 44
165	- 49	166	- 47	167	- 30	168	- 43
169	- 43	170	- 44	171	- 50	172	- 48
173	- 31	174	- 43	175	- 44	176	- 45
177	- 51	178	- 49	179	- 31	180	- 44
181	- 44	182	- 45	183	- 51	184	- 49
185	- 31	186	- 44	187	- 44	188	- 45
189	- 52	190	- 50	191	- 32	192	- 44
193	- 45	194	- 46	195	- 53	196	- 51
197	- 32	198	- 45	199	- 45	200	- 46
201	- 53	202	- 51	203	- 32	204	- 44
205	- 33	206	- 52	207	- 54	208	- 53
209	- 44	210	- 46	211	- 46	212	- 52
213	- 33	214	- 46	215	- 45	216	- 46
217	- 48	218	- 45	219	- 34	220	- 45
221	- 46	222	- 46	223	- 53	224	- 33
225	- 47	226	- 46	227	- 47	228	- 48
229	- 53	230	- 34	231	- 47	232	- 46
233	- 47	234	- 49				

NOTATIONS

DP1243436 PLAN FOR LEASE PURPOSES
DP1243436 PLAN OF PROPOSED EASEMENT

UNREGISTERED DEALINGS: NIL

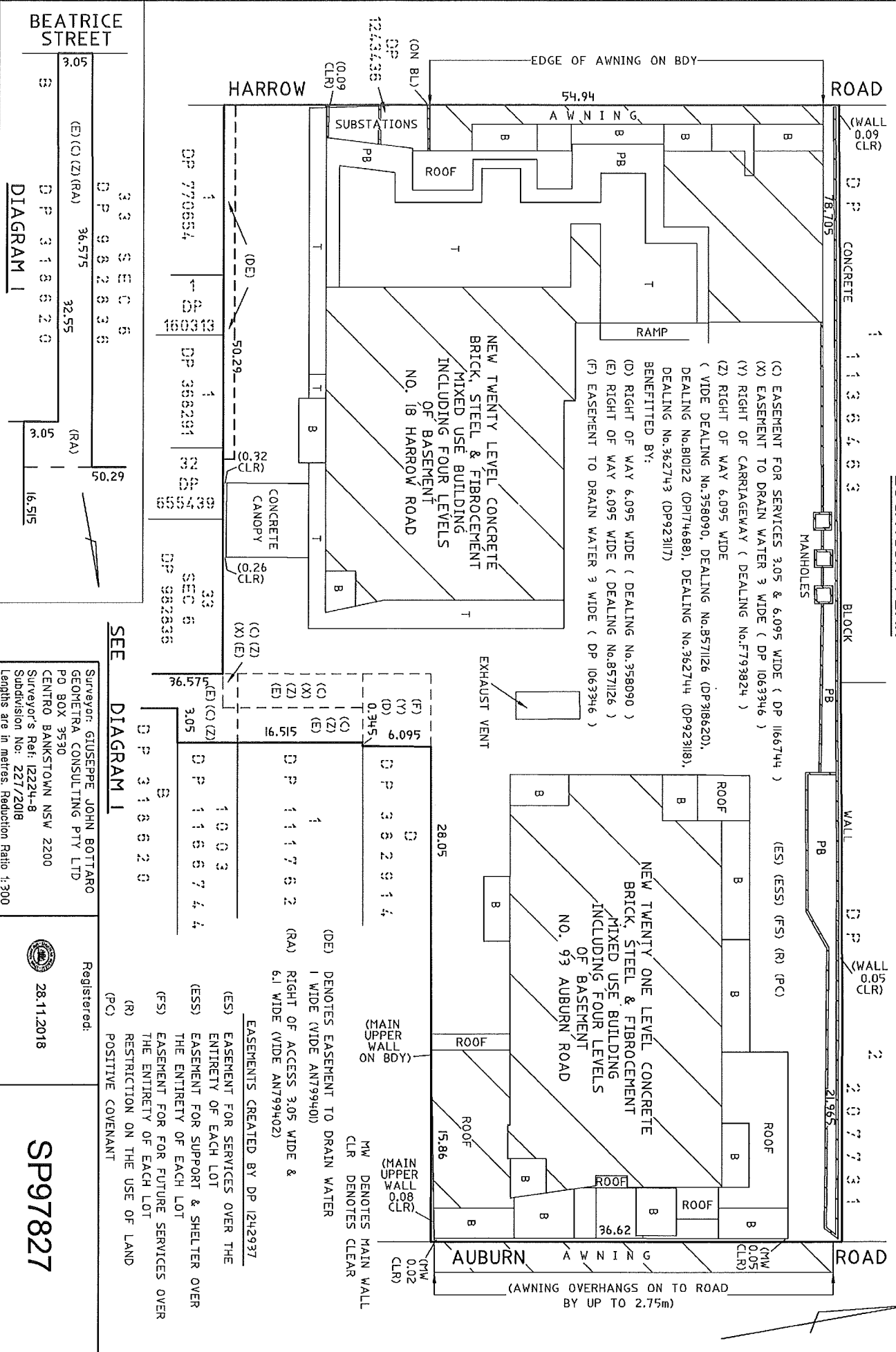
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943/20

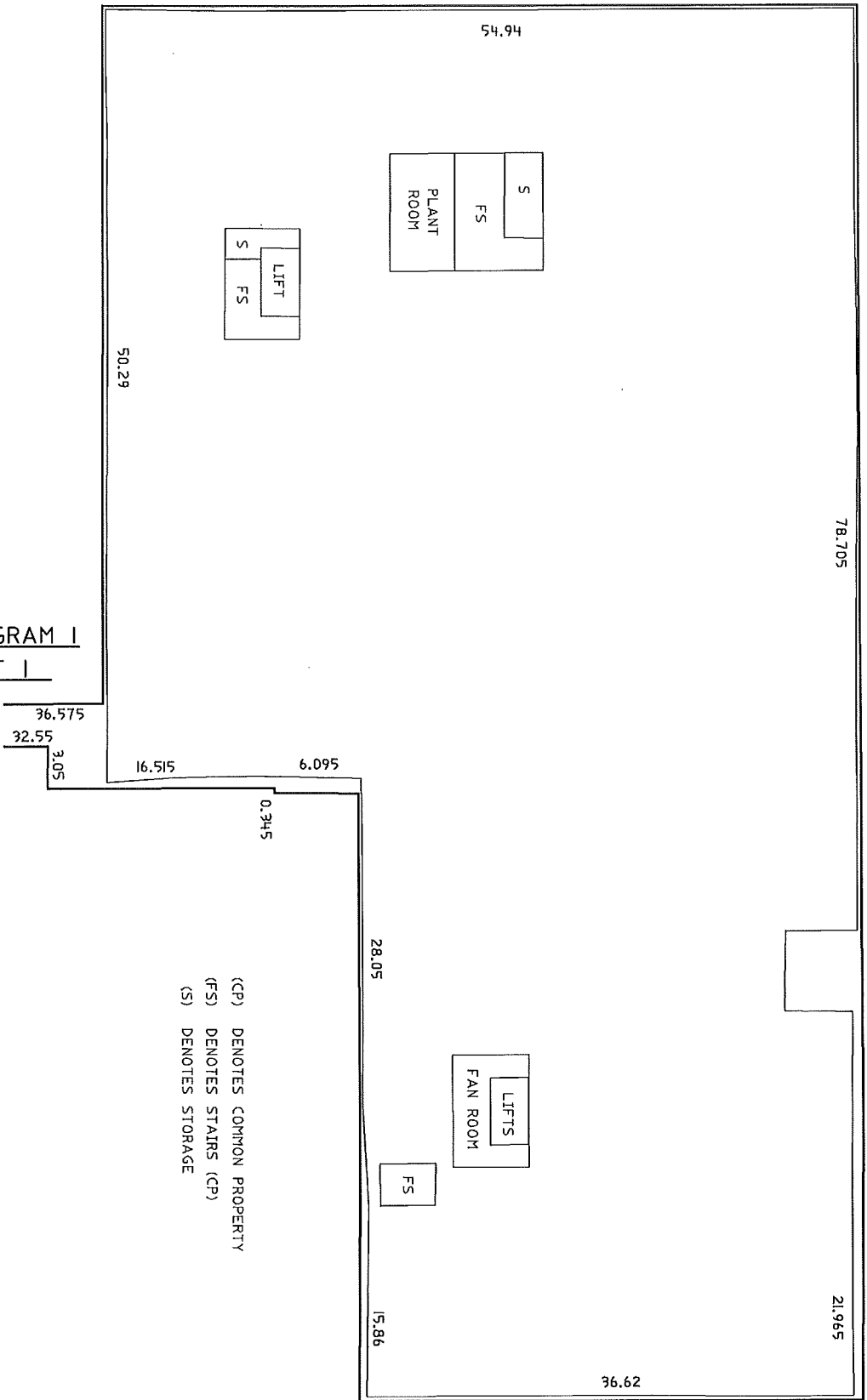
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LOCATION PLAN



LOCATION DETAILS
LEVEL ONE TO LEVEL THREE (BASEMENT B4 TO B2)



SEE DIAGRAM I
SHEET I

Surveyor: GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530
CENTRO BANKSTOWN NSW 2200
Surveyor's Ref: 12224-8
Subdivision No: 227/2018
Lengths are in metres. Reduction Ratio 1:300

Registered:

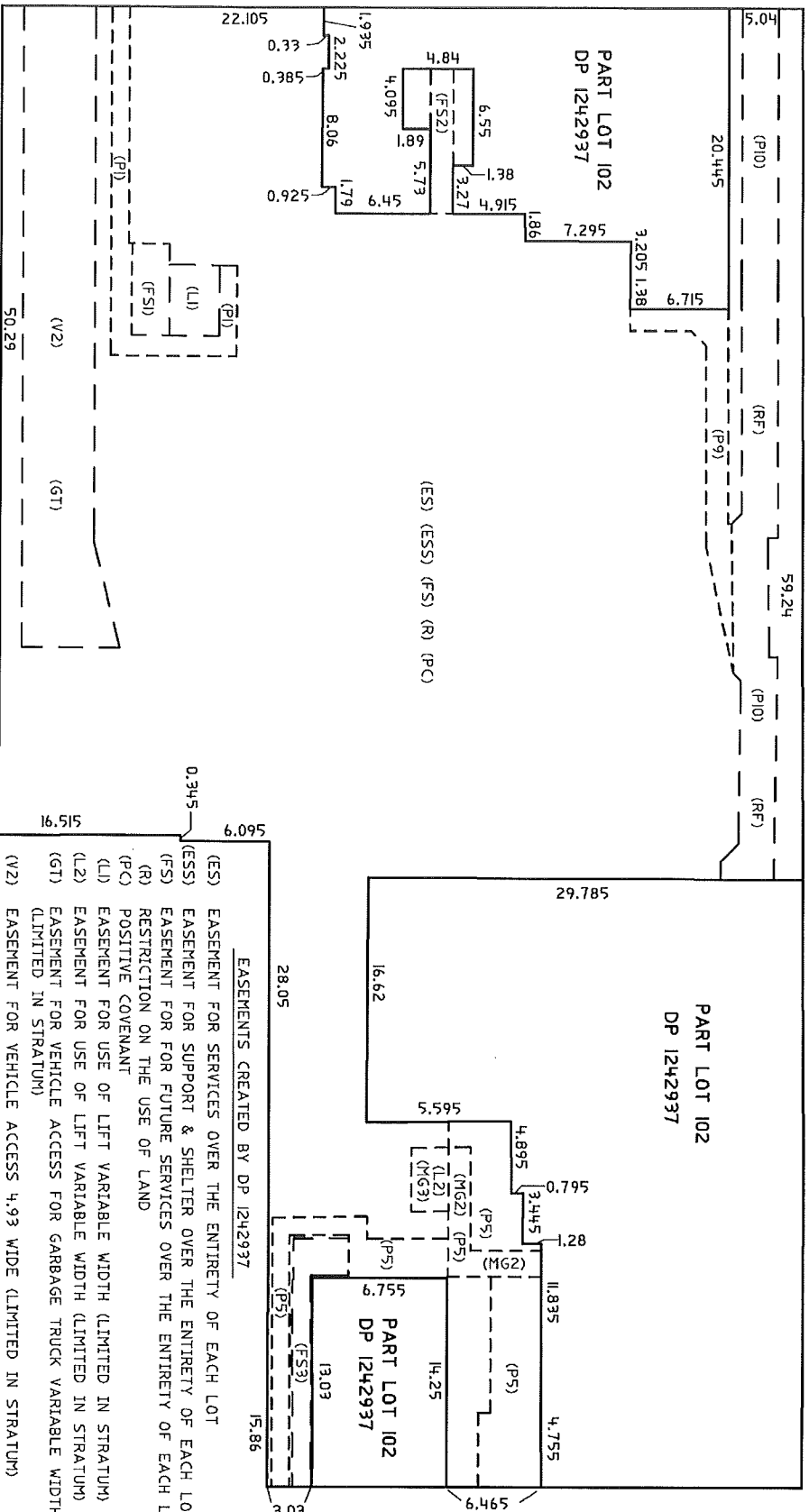


28.11.2018

SP97827

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LOCATION DETAILS
LEVEL FIVE (GROUND FLOOR)



- (FS1) EASEMENT FOR USE OF FIRE STAIRS VARIABLE WIDTH (LIMITED IN STRATUM)
- (FS2) EASEMENT FOR USE OF FIRE STAIRS VARIABLE WIDTH (LIMITED IN STRATUM)
- (FS3) EASEMENT FOR USE OF FIRE STAIRS VARIABLE WIDTH (LIMITED IN STRATUM)
- (MG2) EASEMENT FOR THE MOVEMENT OF GARBAGE BINS TO COLLECTION POINT VARIABLE WIDTH (LIMITED IN STRATUM)
- (MG3) EASEMENT FOR THE MOVEMENT OF GARBAGE BINS TO COLLECTION POINT VARIABLE WIDTH (LIMITED IN STRATUM)

EASEMENTS CREATED BY DP 1242937

- (ES) EASEMENT FOR SERVICES OVER THE ENTIRETY OF EACH LOT
- (ESS) EASEMENT FOR SUPPORT & SHELTER OVER THE ENTIRETY OF EACH LOT
- (FS) EASEMENT FOR FOR FUTURE SERVICES OVER THE ENTIRETY OF EACH LOT
- (R) RESTRICTION ON THE USE OF LAND
- (PC) POSITIVE COVENANT
- (LI) EASEMENT FOR USE OF LIFT VARIABLE WIDTH (LIMITED IN STRATUM)
- (L2) EASEMENT FOR USE OF LIFT VARIABLE WIDTH (LIMITED IN STRATUM)
- (GT) EASEMENT FOR VEHICLE ACCESS FOR GARBAGE TRUCK VARIABLE WIDTH (LIMITED IN STRATUM)
- (V2) EASEMENT FOR VEHICLE ACCESS 4.93 WIDE (LIMITED IN STRATUM)
- (RF) EASEMENT FOR PUBLIC PEDESTRIAN ACCESS 2.5 WIDE & VARIABLE WIDTH (LIMITED IN STRATUM)
- (P) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (P5) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (P9) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (P10) EASEMENT FOR PEDESTRIAN ACCESS 2.5 WIDE & VARIABLE WIDTH (LIMITED IN STRATUM)

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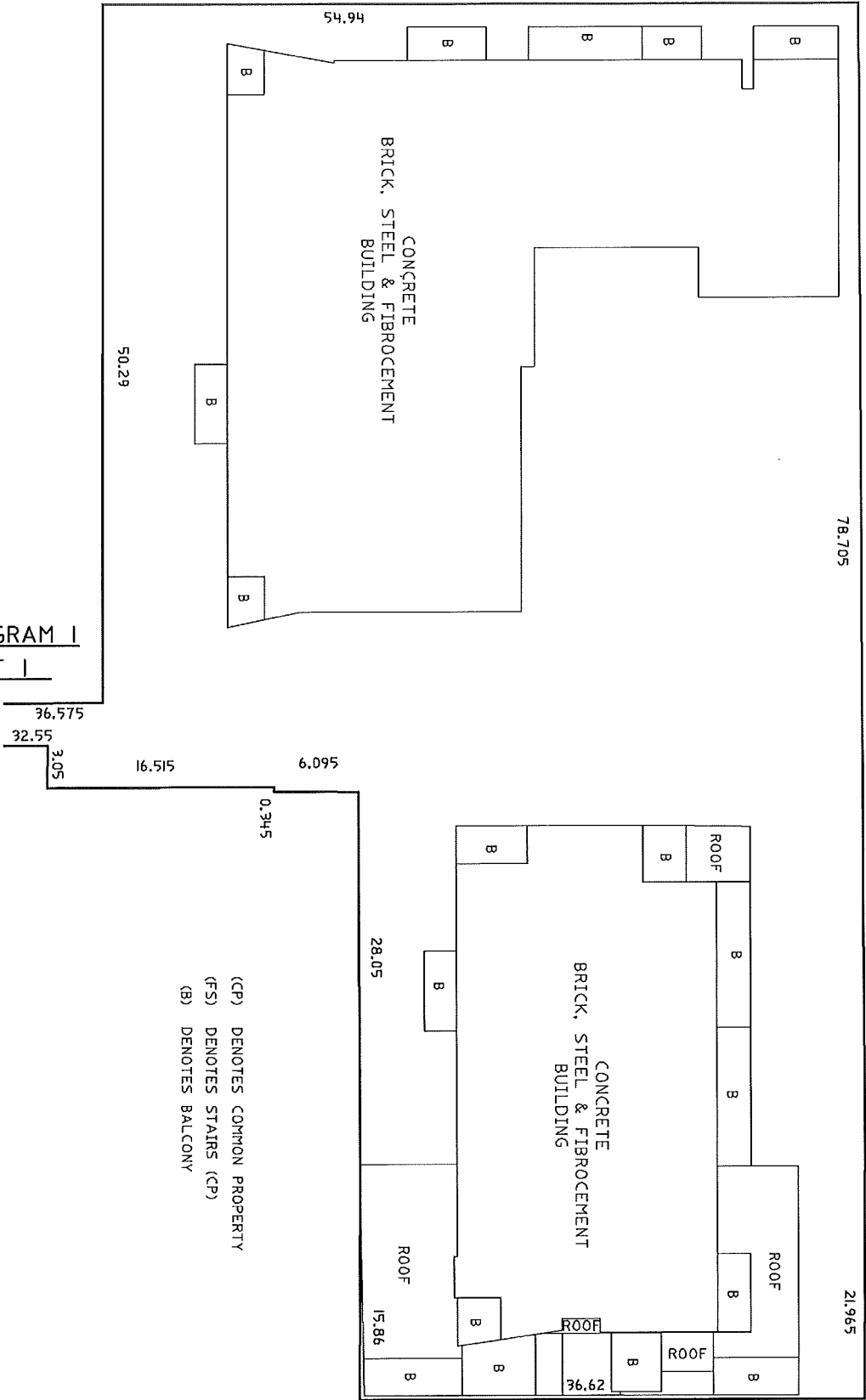
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LOCATION DETAILS
LEVEL SIX TO LEVEL NINE (FIRST FLOOR TO FOURTH FLOOR)



SEE DIAGRAM I
SHEET I

(CP) DENOTES COMMON PROPERTY
(FS) DENOTES STAIRS (CP)
(B) DENOTES BALCONY

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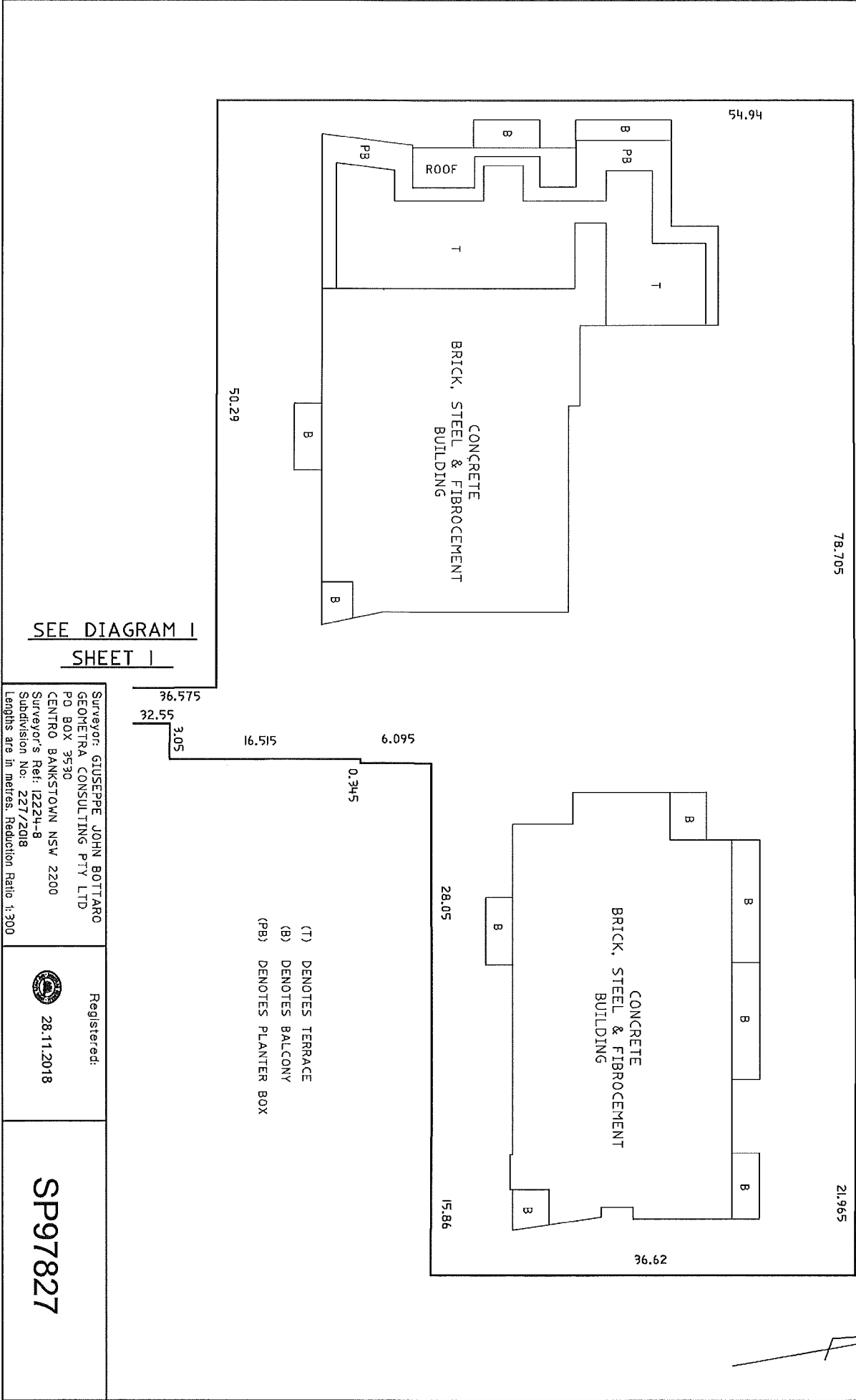
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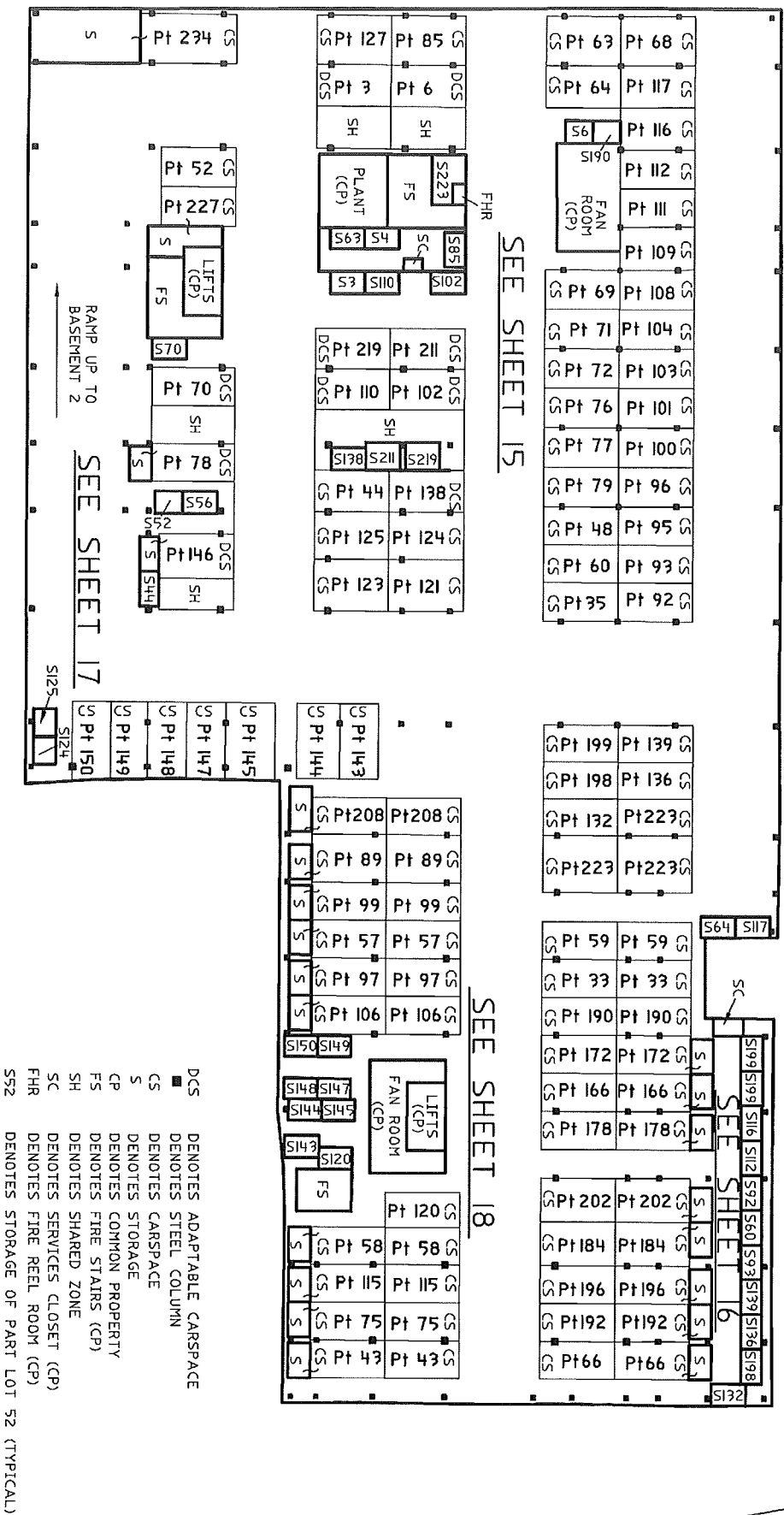
SP97827

LOCATION DETAILS
LEVEL TEN TO LEVEL TWENTY ONE (FIFTH FLOOR TO SIXTEENTH FLOOR)



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FLOOR PLAN
LEVEL TWO (BASEMENT B3)



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

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Subdivision No: 227/2018
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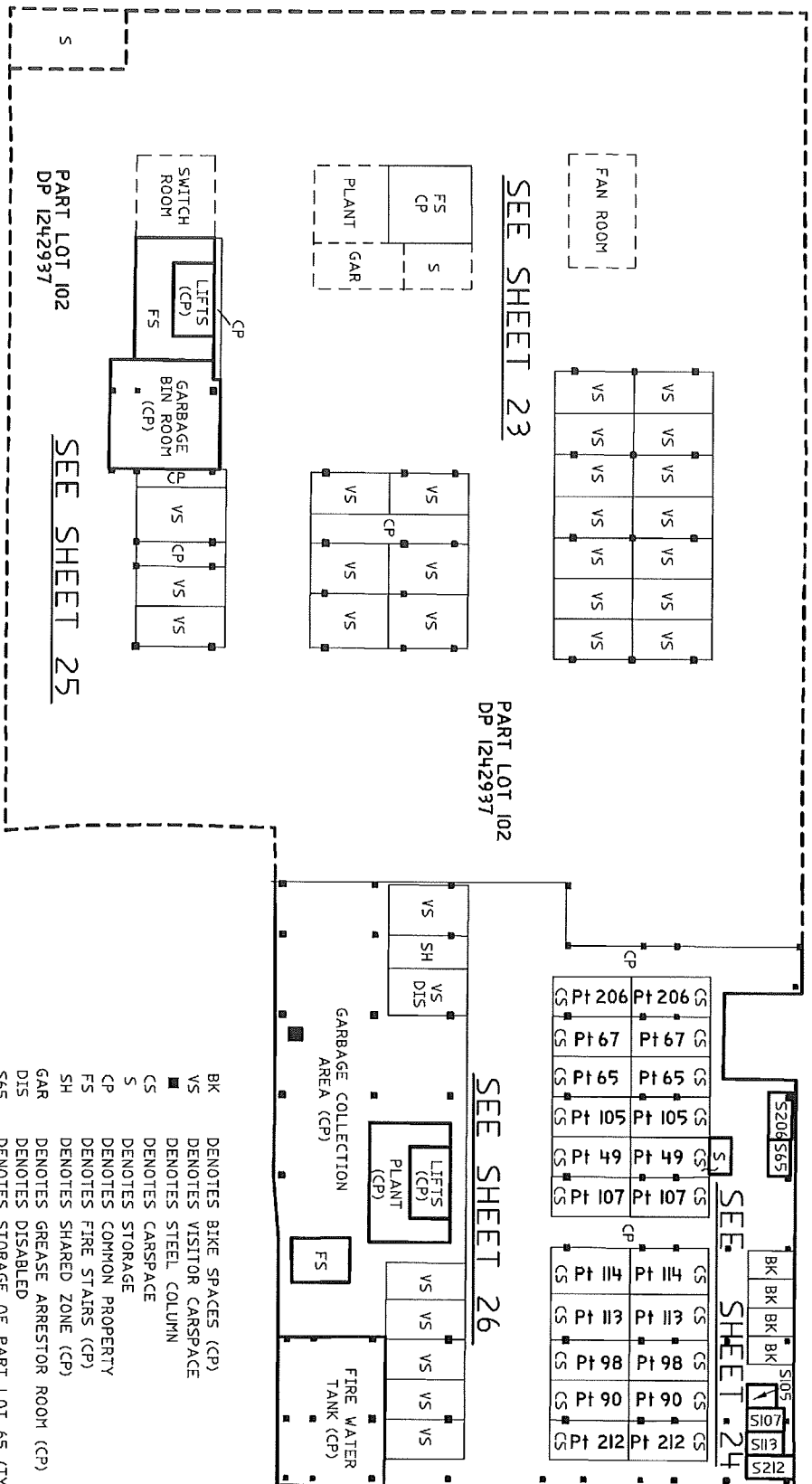
SP97827

SEE SHEET 22



VS	DENOTES VISITOR CARSPACE
DCS	DENOTES ADAPTABLE CARSPACE
■	DENOTES STEEL COLUMN
CS	DENOTES CARSPACE
S	DENOTES STORAGE
CP	DENOTES COMMON PROPERTY
FS	DENOTES FIRE STAIRS (CP)
SH	DENOTES SHARED ZONE
SC	DENOTES SERVICES CLOSET (CP)
FHR	DENOTES FIRE REEL ROOM (CP)
334	DENOTES STORAGE OF PART LOT 34 (TYPICAL)

FLOOR PLAN LEVEL FOUR (BASEMENT B1)



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

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PO BOX 3530
CENTRO BANKSTOWN NSW 2200
Surveyor's Ref: 12224-8
Subdivision No: 227/2018
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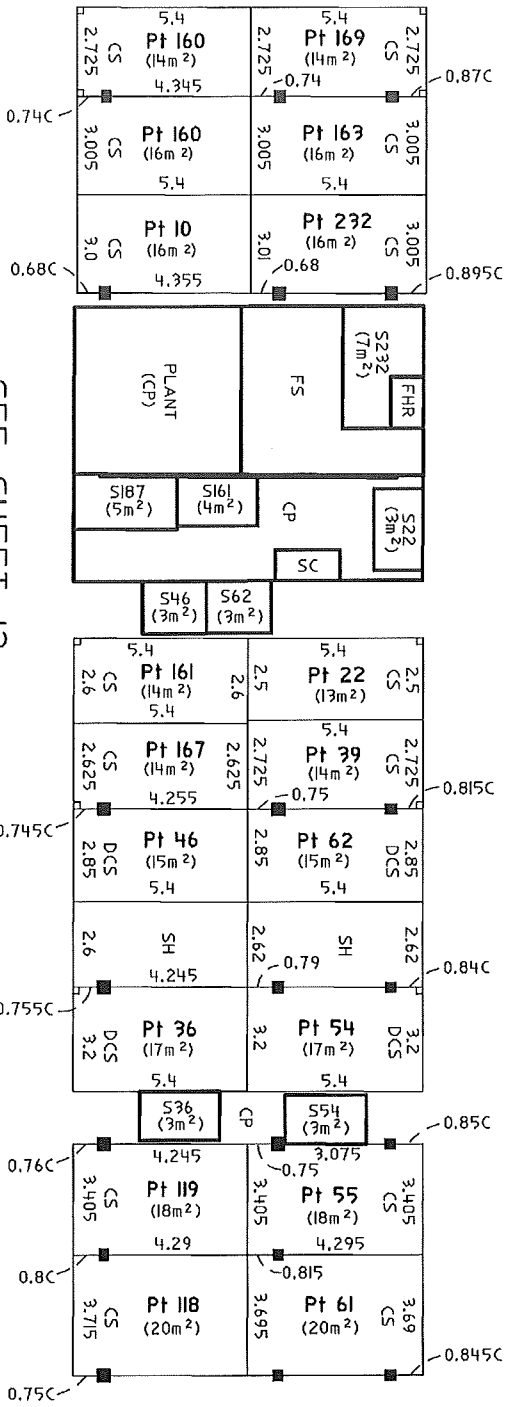
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SEE SHEET 12



SP97827

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FLOOR PLAN DIAGRAMS
LEVEL ONE (BASEMENT B4)

SEE SHEET 13

SEE SHEET 12

- DENOTES STEEL COLUMN (CP)
- DENOTES BOUNDARY RUNS TO CENTRE OF COLUMN
- DENOTES BOUNDARY RUNS ALONG FACE OF COLUMN
- DENOTES RIGHT ANGLE
- DENOTES COMMON PROPERTY
- DENOTES CENTRE OF COLUMN PRODUCED
- DENOTES STORAGE
- DENOTES CAR SPACE
- DENOTES SHARED SPACE (CP)
- DENOTES CORNER OF WALL
- DENOTES STORAGE OF PT LOT 79 (TYPICAL)

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

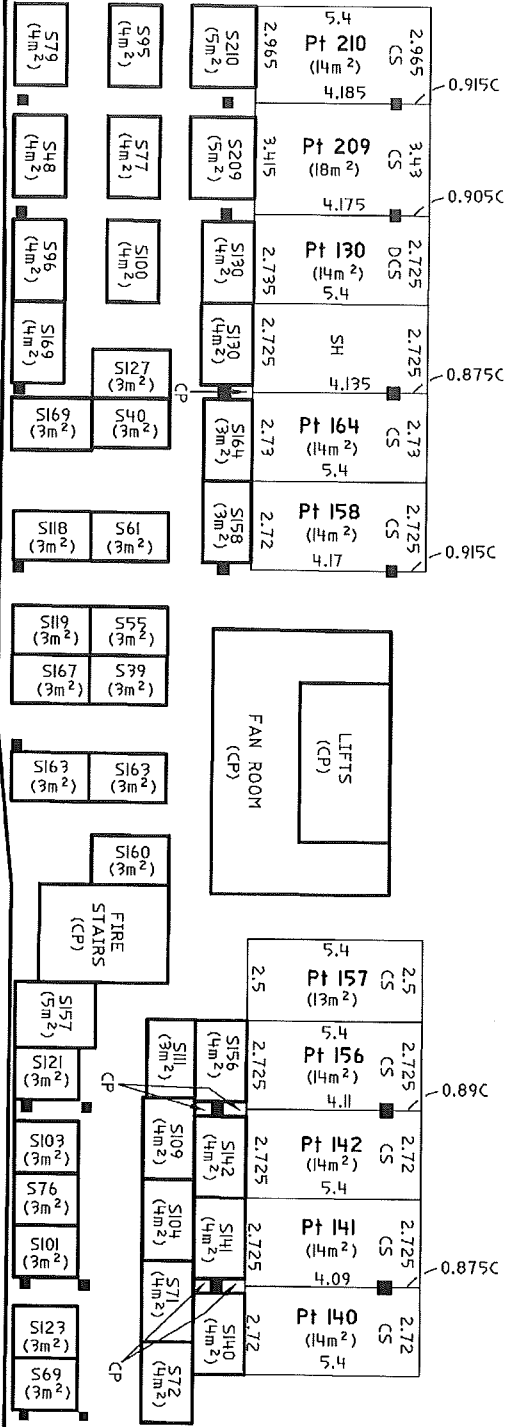
Surveyor: GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
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CENTRO BANKSTOWN NSW 2200
Surveyor's Ref: 12224-8
Subdivision No: 227/2018
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SEE SHEET 16



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■ DENOTES STEEL COLUMN (CP)
 ▬ DENOTES BOUNDARY RUNS TO CENTRE OF COLUMN
 L DENOTES RIGHT ANGLE
 CP DENOTES COMMON PROPERTY
 C DENOTES CENTRE OF COLUMN PRODUCED
 S DENOTES STORAGE
 CS DENOTES CAR SPACE
 CW DENOTES CORNER OF WALL
 FHR DENOTES FIRE REEL ROOM (CP)
 S223 DENOTES STORAGE OF PT LOT 223 (TYPICAL)
 FS DENOTES FIRE STAIRS (CP)
 SH DENOTES SHARED ZONE (CP)
 DCS DENOTES ADAPTABLE CAR SPACE
 SC DENOTES SERVICES CLOSET (CP)

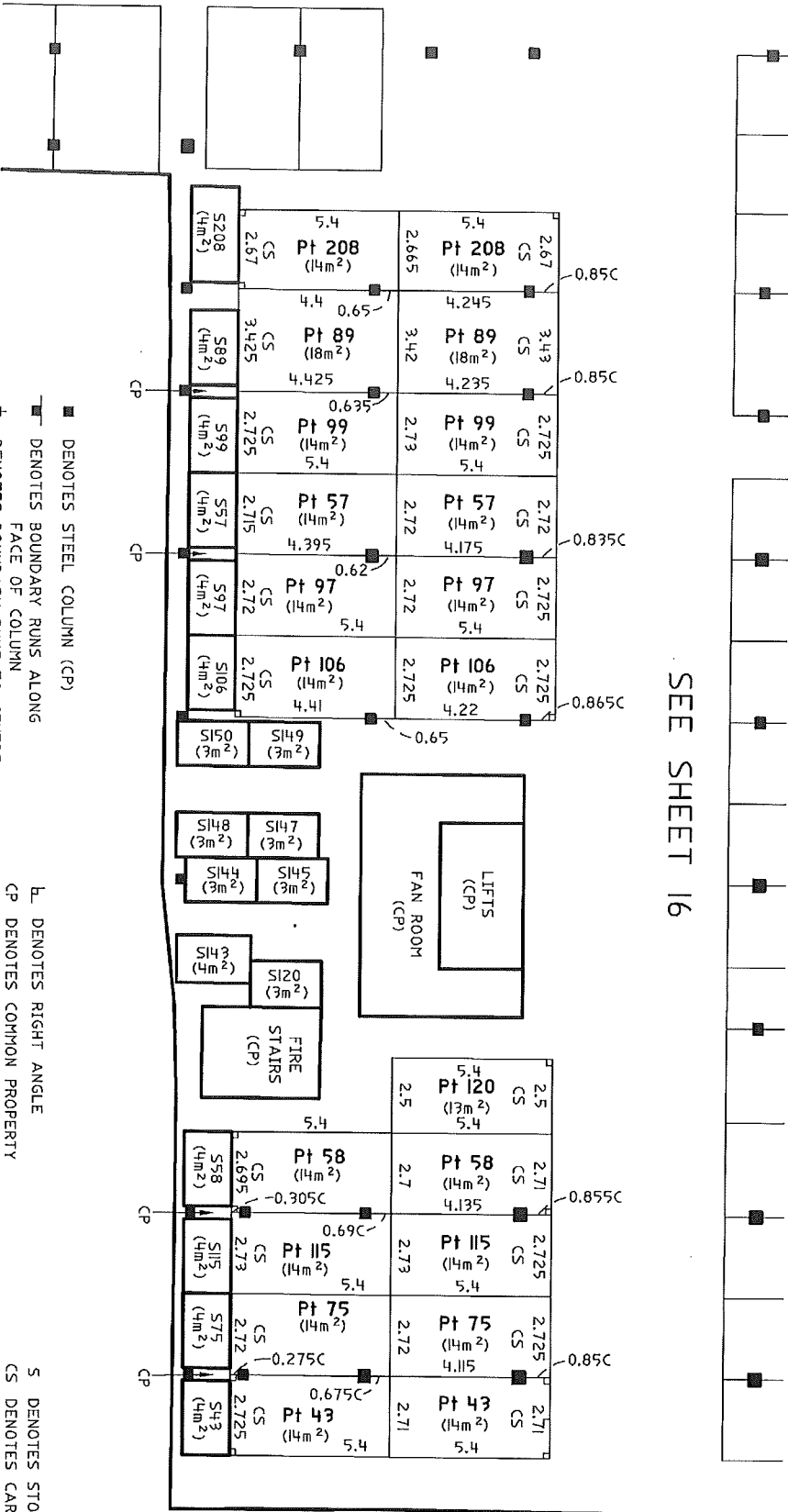
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FLOOR PLAN DIAGRAMS LEVEL TWO (BASEMENT B3)

SEE SHEET 16

SEE SHEET 17



- DENOTES STEEL COLUMN (CP)
- DENOTES BOUNDARY RUNS ALONG FACE OF COLUMN
- DENOTES BOUNDARY RUNS TO CENTRE OF COLUMN
- S150 DENOTES STORAGE OF PT LOT 150 (TYPICAL)
- L DENOTES RIGHT ANGLE
- CP DENOTES COMMON PROPERTY
- C DENOTES CENTRE OF COLUMN PRODUCED
- S DENOTES STORAGE
- CS DENOTES CAR SPACE
- CW DENOTES CORNER OF WALL

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

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 CENTRO BANKSTOWN NSW 2200
 Surveyor's Ref: 12224-B
 Subdivision No: 227/2018
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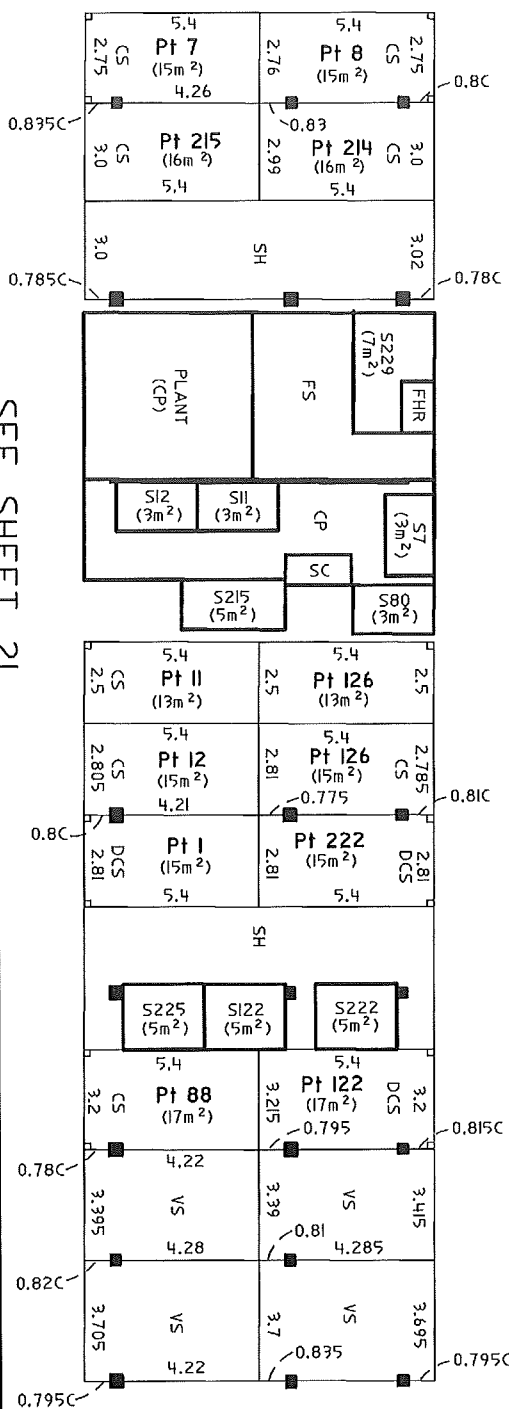
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SEE SHEET 20

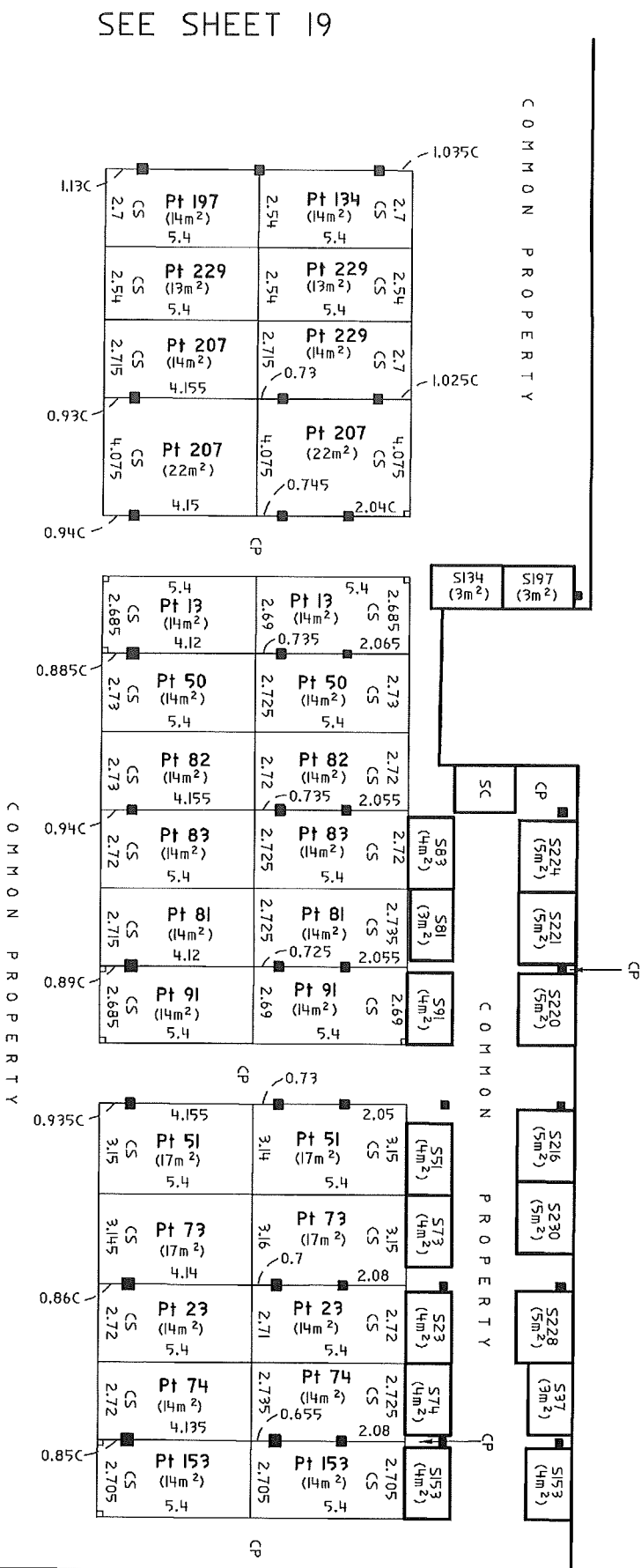


AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

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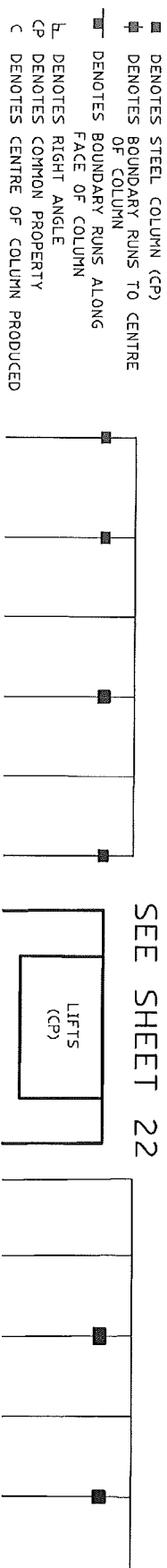
- DENOTES STEEL COLUMN (CP)
- ⬮ DENOTES BOUNDARY RUNS TO CENTRE OF COLUMN
- ┐ DENOTES BOUNDARY RUNS ALONG FACE OF COLUMN
- └ DENOTES RIGHT ANGLE
- CP DENOTES COMMON PROPERTY
- CP DENOTES CENTRE OF COLUMN PRODUCTION
- S DENOTES STORAGE
- CS DENOTES CAR SPACE
- CM DENOTES CORNER OF WALL
- FS DENOTES FIRE STAIRS (CP)
- SC DENOTES SERVICES CLOSET (CP)
- VS DENOTES VISITOR CAR SPACE (CP)
- SH DENOTES SHARED SPACE (CP)
- FHR DENOTES FIRE REEL ROOM (CP)
- DCS DENOTES ADAPTABLE CAR SPACE
- S225 DENOTES STORAGE OF PT LOT 225 (TYPICAL)

FLOOR PLAN DIAGRAMS
LEVEL THREE (BASEMENT B2)



SEE SHEET 19

SEE SHEET 22



SC DENOTES SERVICES CLOSET (CP)
S224 DENOTES STORAGE OF PT LOT 224 (TYPICAL)

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

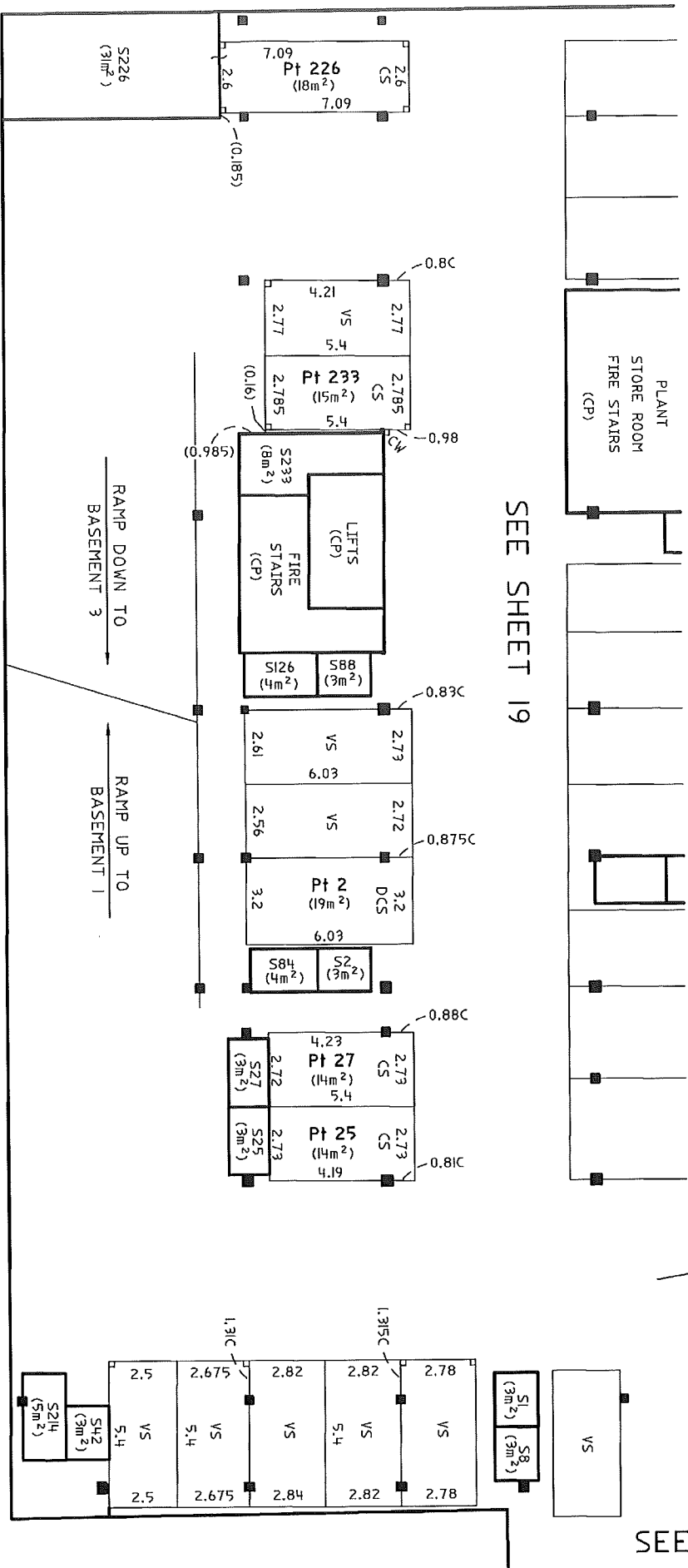
Surveyor: GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530
CENTRO BAKSTOWN NSW 2200
Surveyor's Ref: I2224-8
Subdivision No: 227/2018
lengths are in metres. Reduction Ratio 1:1500

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28.11.2018

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FLOOR PLAN DIAGRAMS LEVEL THREE (BASEMENT B2)



SEE SHEET 19

SEE SHEET 22

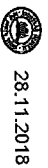
- DENOTES STEEL COLUMN (CP)
- DENOTES BOUNDARY RUNS ALONG FACE OF COLUMN
- DENOTES BOUNDARY RUNS TO CENTRE OF COLUMN
- DENOTES RIGHT ANGLE
- DENOTES CENTRE OF COLUMN PRODUCED S223 DENOTES STORAGE OF PT LOT 223 (TYPICAL)

- CP DENOTES COMMON PROPERTY
- DCS DENOTES ADAPTABLE CAR SPACE
- S DENOTES STORAGE
- CS DENOTES CAR SPACE
- VS DENOTES VISITOR CAR SPACE (CP)
- CW DENOTES CORNER OF WALL

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

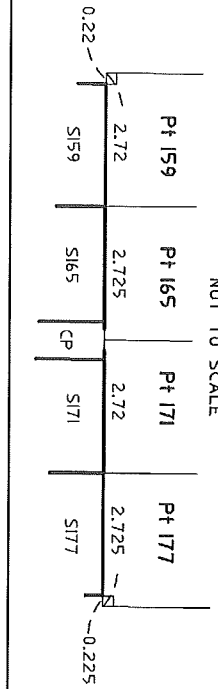
Surveyor: GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530
CENTRO BANKSTOWN NSW 2200
Surveyor's Ref: 12224-8
Subdivision No: 227/2018
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Registered:



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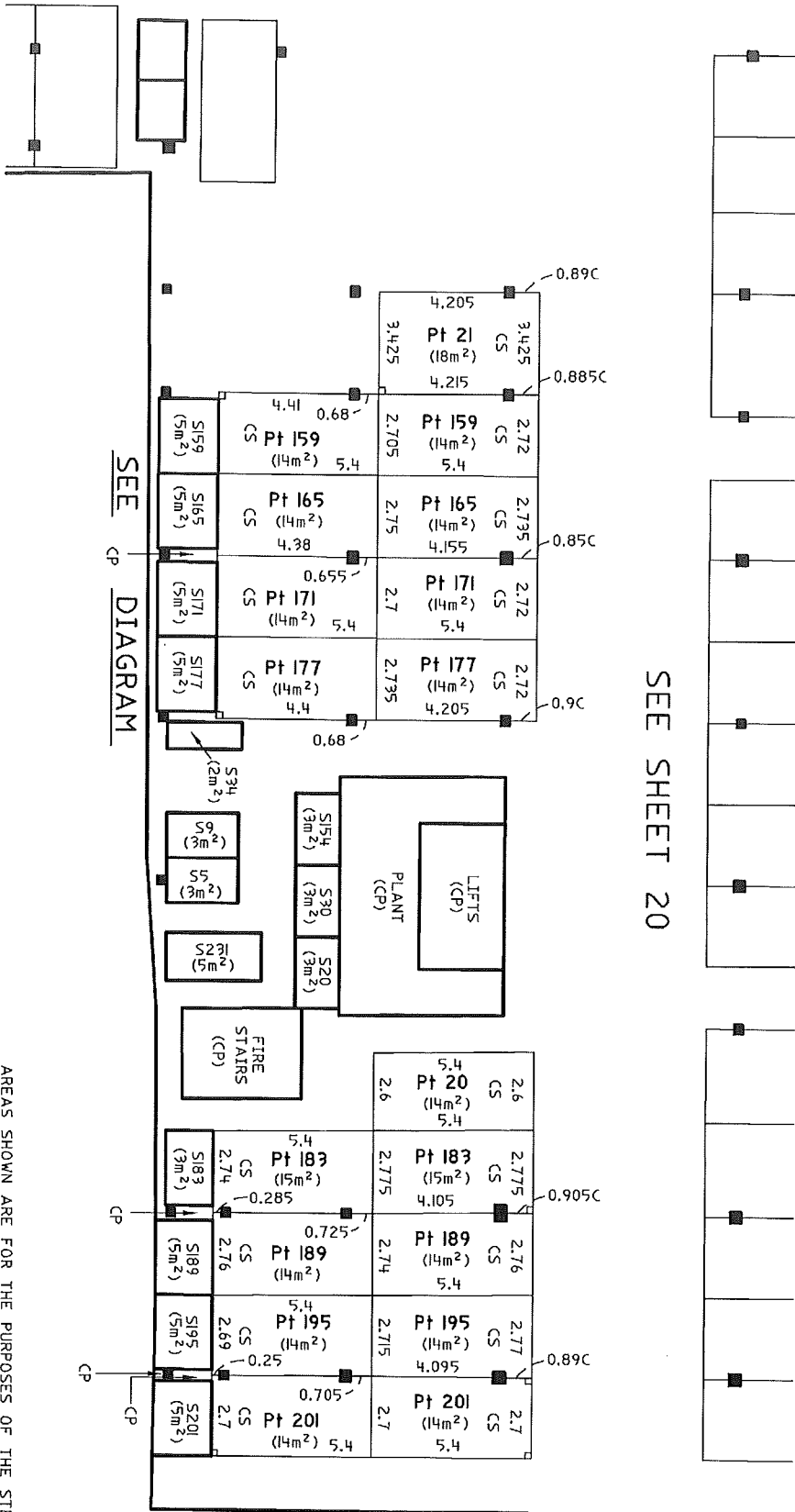
DIAGRAM
NOT TO SCALE



FLOOR PLAN DIAGRAMS
LEVEL THREE (BASEMENT B2)

SEE SHEET 20

SEE SHEET 21



- DENOTES STEEL COLUMN (CP)
- ▬ DENOTES BOUNDARY RUNS ALONG FACE OF COLUMN
- ▬ DENOTES BOUNDARY RUNS TO CENTRE OF COLUMN
- ▬ DENOTES RIGHT ANGLE
- CS DENOTES CAR SPACE
- S DENOTES STORAGE
- CP DENOTES COMMON PROPERTY
- C DENOTES CENTRE OF COLUMN PRODUCED
- S21 DENOTES STORAGE OF PT LOT 21 (TYPICAL)

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 Surveyor's Ref: 12234-8
 Subdivision No: 227/2018
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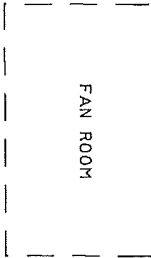


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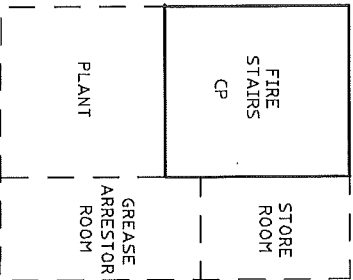
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AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES
 DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

FLOOR PLAN DIAGRAMS
LEVEL FOUR (BASEMENT B1)

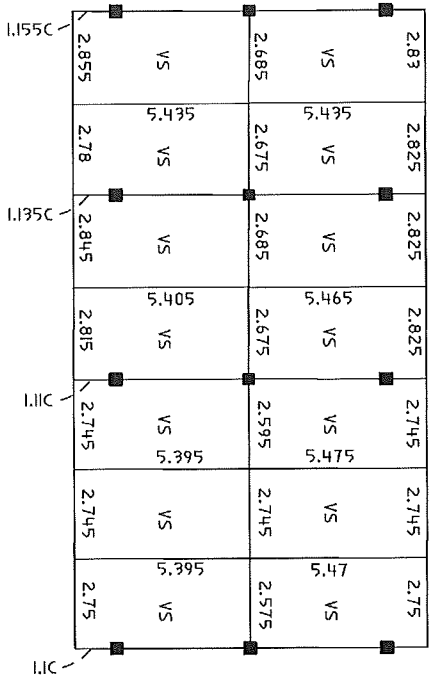


PART LOT 102
DP 1242937



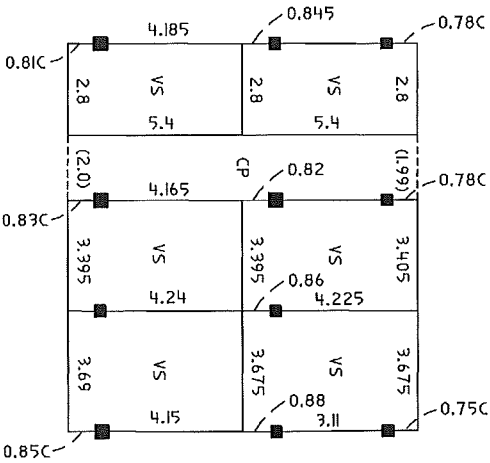
SEE SHEET 25

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



PART LOT 102
DP 1242937

SEE SHEET 24



- DENOTES STEEL COLUMN (CP)
- DENOTES BOUNDARY RUNS TO CENTRE OF COLUMN
- CP DENOTES COMMON PROPERTY
- VS DENOTES VISITOR CAR SPACE (CP)
- C DENOTES CENTRE OF COLUMN PRODUCED

Surveyor: GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530
CENTRO BANKSTOWN NSW 2200
Surveyor's Ref: 12224-B
Subdivision No: 227/2018
Lengths are in metres. Reduction Ratio 1:150

Registered:



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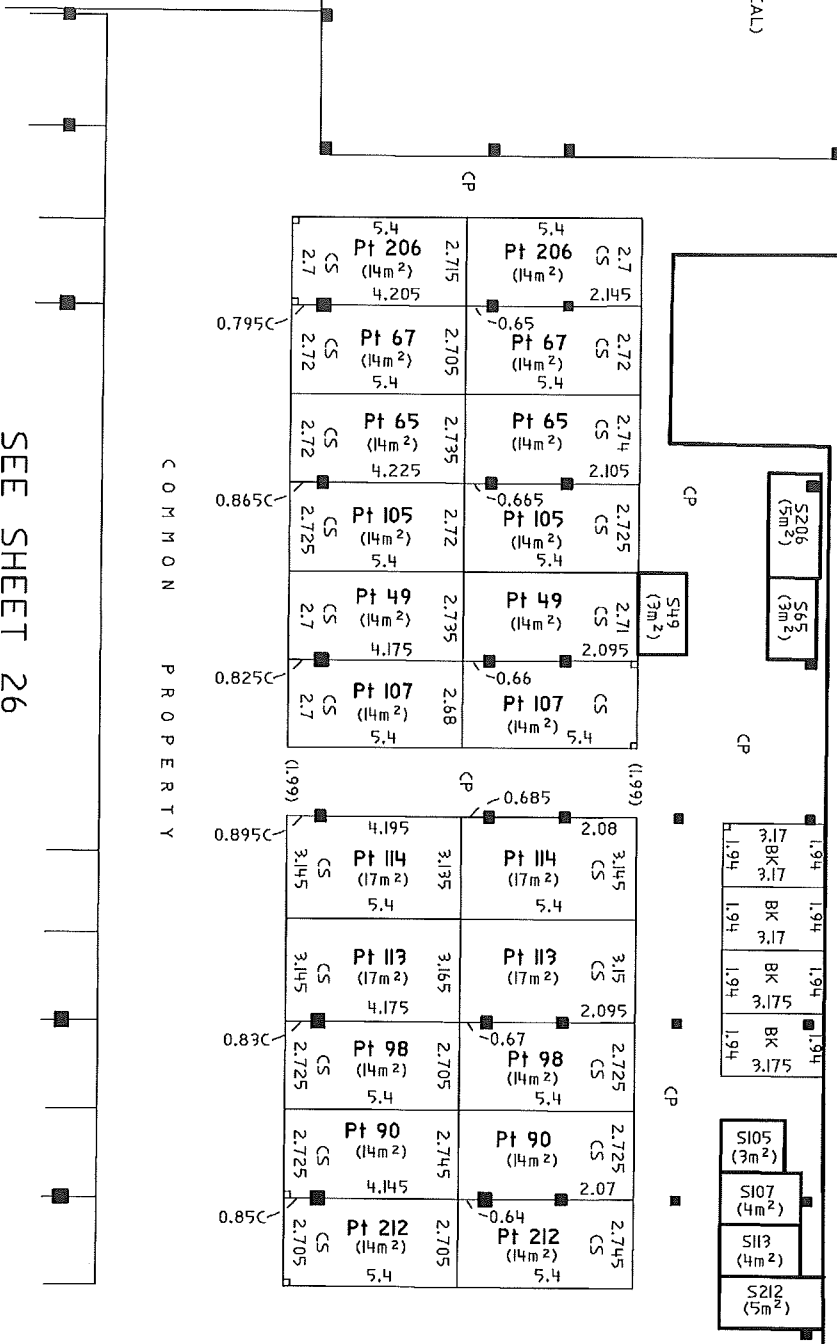
SP97827

FLOOR PLAN DIAGRAMS LEVEL FOUR (BASEMENT B1)

- DENOTES STEEL COLUMN (CP)
- ▬ DENOTES BOUNDARY RUNS ALONG FACE OF COLUMN
- ⊥ DENOTES BOUNDARY RUNS TO CENTRE OF COLUMN
- L DENOTES RIGHT ANGLE
- CP DENOTES COMMON PROPERTY
- S DENOTES STORAGE
- BK DENOTES BIKE SPACES (CP)
- C DENOTES CENTRE OF COLUMN PRODUCED
- CS DENOTES CAR SPACE
- S65 DENOTES STORAGE OF PT LOT 65 (TYPICAL)

SEE SHEET 23

PART LOT 102
DP 1242937



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CENTRO BANKSTOWN NSW 2200
Surveyor's Ref: 12224-B
Subdivision No: 227/2018
Lengths are in metres. Reduction Ratio 1:150

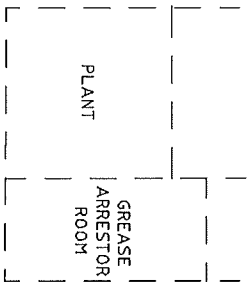
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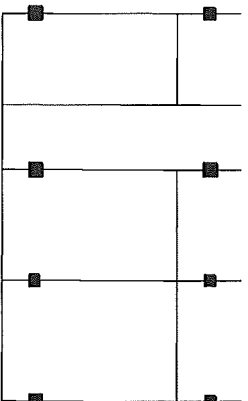
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FLOOR PLAN DIAGRAMS LEVEL FOUR (BASEMENT B1)



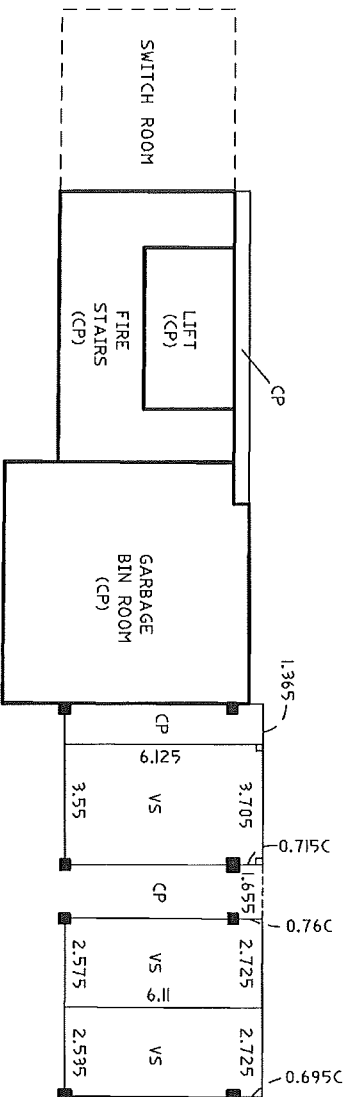
PART LOT 102
DP 1242937



SEE SHEET 23

PART LOT 102
DP 1242937

PART LOT 102
DP 1242937



PART LOT 102
DP 1242937

RAMP UP TO
GROUND FLOOR

PART LOT 102
DP 1242937

- DENOTES STEEL COLUMN (CP)
- ▬ DENOTES BOUNDARY RUNS TO CENTRE OF COLUMN
- └ DENOTES RIGHT ANGLE
- CP DENOTES COMMON PROPERTY
- C DENOTES CENTRE OF COLUMN PRODUCED
- VS DENOTES VISITOR CAR SPACE (CP)

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

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FLOOR PLAN DIAGRAMS

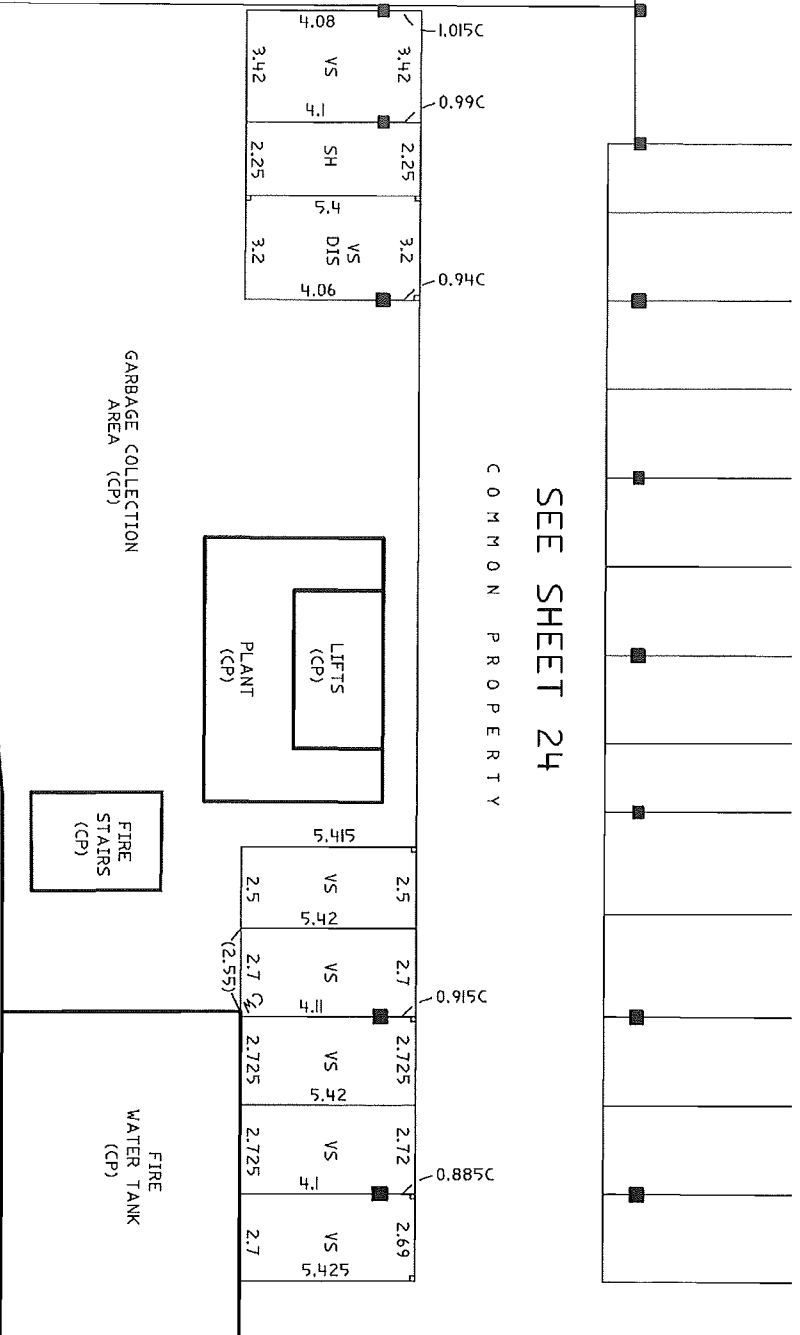
LEVEL FOUR (BASEMENT B1)

- DENOTES STEEL COLUMN (CP)
- ⊥ DENOTES BOUNDARY RUNS TO CENTRE OF COLUMN
- └ DENOTES RIGHT ANGLE
- CP DENOTES COMMON PROPERTY
- C DENOTES CENTRE OF COLUMN PRODUCED
- VS DENOTES VISITOR CAR SPACE (CP)
- CW DENOTES CORNER OF WALL
- SH DENOTES SHARED ZONE (CP)
- DIS DENOTES DISABLED

SEE SHEET 24

COMMON PROPERTY

PART LOT 102
DP 1242937



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Registered:



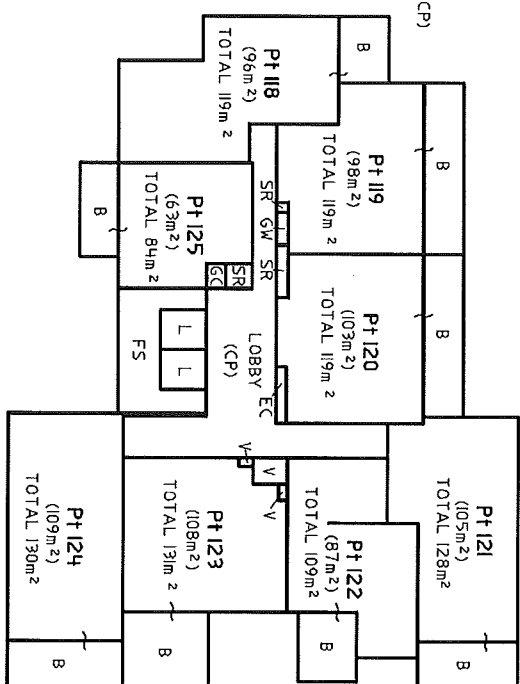
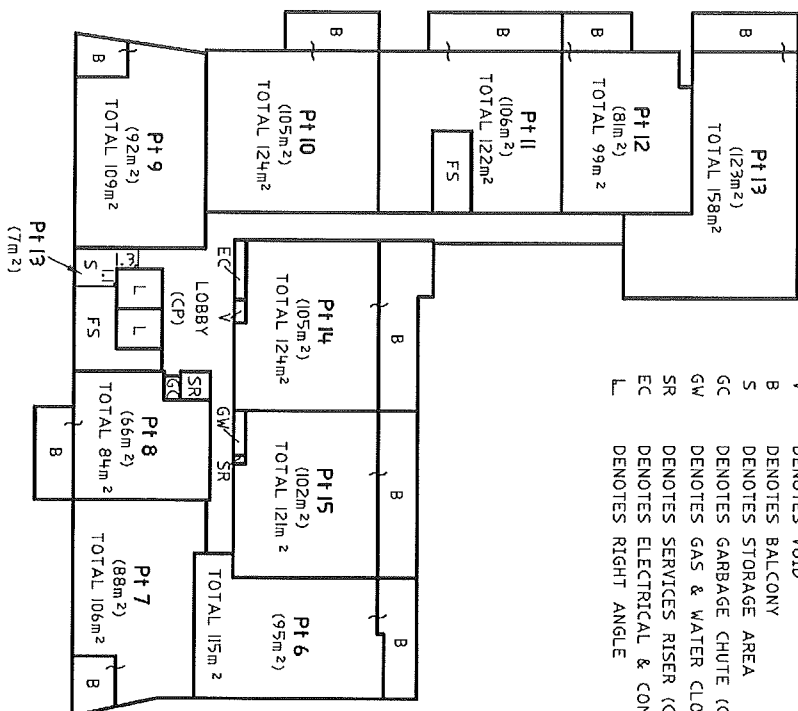
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FLOOR PLAN LEVEL SIX (FIRST FLOOR)

- CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
V DENOTES VOID
B DENOTES BALCONY
S DENOTES STORAGE AREA
GC DENOTES GARBAGE CHUTE (CP)
GW DENOTES GAS & WATER CLOSET (CP)
SR DENOTES SERVICES RISER (CP)
EC DENOTES ELECTRICAL & COMMUNICATIONS CLOSET (CP)
L DENOTES RIGHT ANGLE



ALL THE TILING ON THE WALLS, FLOORS, CEILING AND BALCONIES WITHIN THE LOTS, ARE NOT COMMON PROPERTY AND FORM PART OF THE RESPECTIVE LOT.

ANY SERVICE LINE WITHIN ONE LOT SERVING OTHER LOTS IS COMMON PROPERTY

ALL INTERNAL SERVICE RISERS & COLUMNS WITHIN THE LOTS ARE COMMON PROPERTY AND MAY NOT BE SHOWN

BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT THE STORAGE AREA ADJACENT TO THE LIFT WELL IS LIMITED IN STRUTUM BETWEEN THE LEVEL OF THE UPPER SURFACE OF THE ADJOINING FOYER CONCRETE FLOOR AND 2.7 ABOVE THAT SURFACE EXCEPT WHERE HARDSTAND SURFACED OR COVERED WITHIN THAT LIMIT

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

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GEOMETRA CONSULTING PTY LTD
PO BOX 3530
CENTRO BANKSTOWN NSW 2200
Surveyor's Ref: 12224-B
Subdivision No: 227/2018
Lengths are in metres. Reduction Ratio 1:300

Registered:

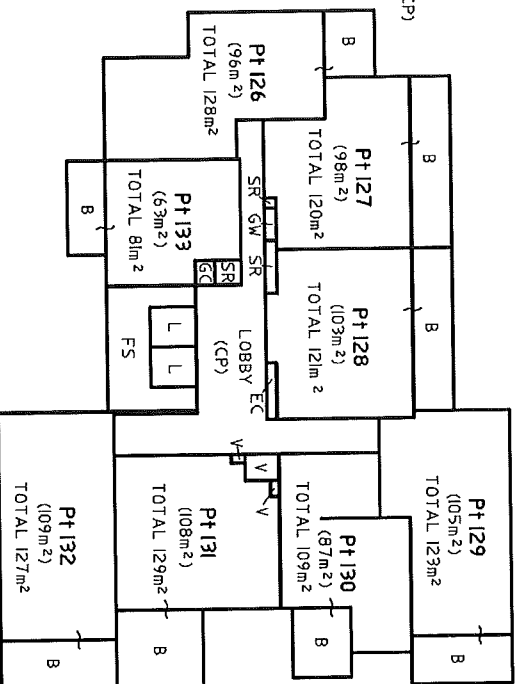
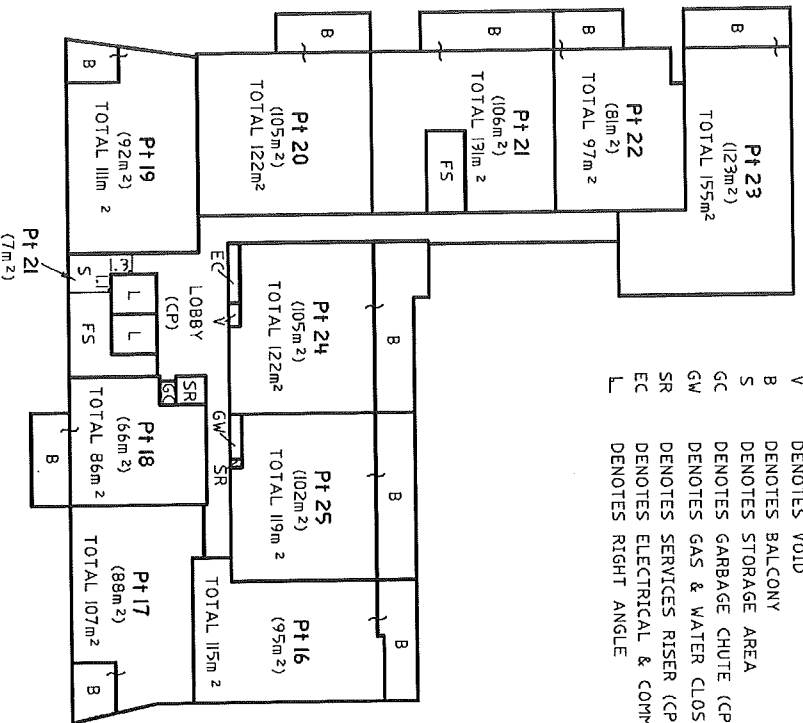


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FLOOR PLAN LEVEL SEVEN (SECOND FLOOR)

- CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
V DENOTES VOID
B DENOTES BALCONY
S DENOTES STORAGE AREA
GC DENOTES GARBAGE CHUTE (CP)
GW DENOTES GAS & WATER CLOSET (CP)
SR DENOTES SERVICES RISER (CP)
EC DENOTES ELECTRICAL & COMMUNICATIONS CLOSET (CP)
L DENOTES RIGHT ANGLE



ALL THE TILING ON THE WALLS, FLOORS, CEILING AND BALCONIES WITHIN THE LOTS, ARE NOT COMMON PROPERTY AND FORM PART OF THE RESPECTIVE LOT.

ANY SERVICE LINE WITHIN ONE LOT SERVICING OTHER LOTS IS COMMON PROPERTY
ALL INTERNAL SERVICE RISERS & COLUMNS WITHIN THE LOTS ARE COMMON PROPERTY AND MAY NOT BE SHOWN

BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT
THE STORAGE AREA ADJACENT TO THE LIFT WELL IS LIMITED IN STRUTUM BETWEEN THE LEVEL OF THE UPPER SURFACE OF THE ADJOINING FOYER CONCRETE FLOOR AND 2.7 ABOVE THAT SURFACE EXCEPT WHERE HARDSTAND SURFACED OR COVERED WITHIN THAT LIMIT
AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015. ONLY AND ARE APPROXIMATE

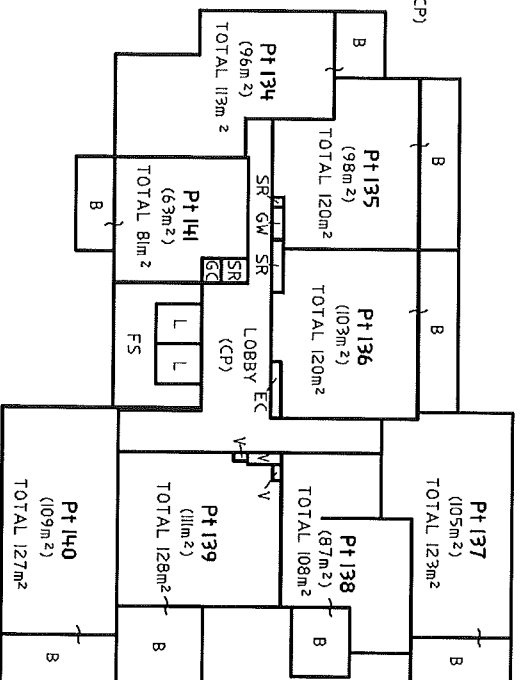
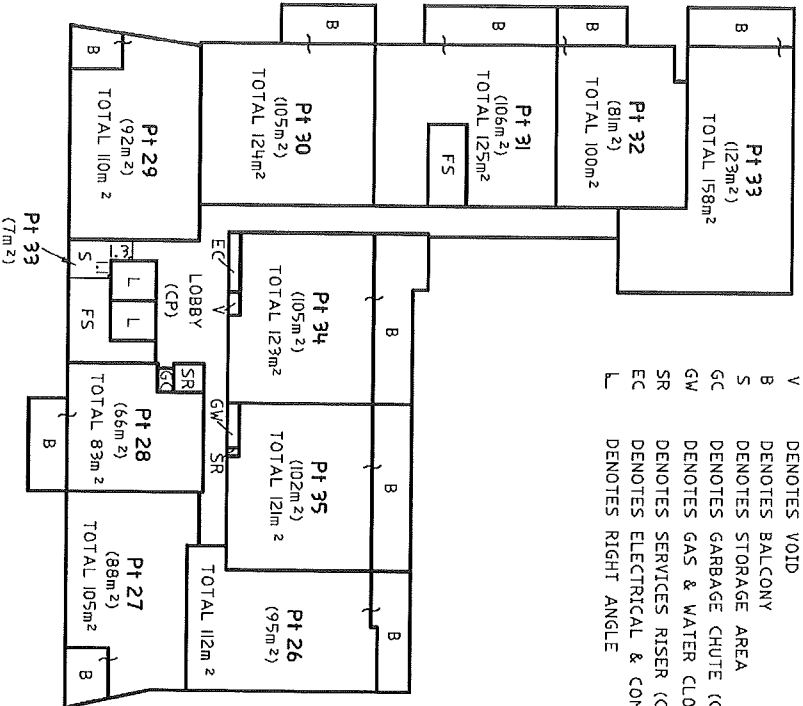
Surveyor: GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530
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Surveyor's Ref: 12224-8
Subdivision No: 2217/2018
Lengths are in metres. Reduction Ratio 1:300

Registered:
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FLOOR PLAN LEVEL EIGHT (THIRD FLOOR)

- CP DENOTES COMMON PROPERTY
 L DENOTES LIFT (CP)
 FS DENOTES FIRE STAIRS (CP)
 V DENOTES VOID
 B DENOTES BALCONY
 S DENOTES STORAGE AREA
 GC DENOTES GARBAGE CHUTE (CP)
 GW DENOTES GAS & WATER CLOSET (CP)
 SR DENOTES SERVICES RISER (CP)
 EC DENOTES ELECTRICAL & COMMUNICATIONS CLOSET (CP)
 L DENOTES RIGHT ANGLE



ALL THE TILING ON THE WALLS, FLOORS, CEILING AND BALCONIES WITHIN THE LOTS, ARE NOT COMMON PROPERTY AND FORM PART OF THE RESPECTIVE LOT.

ANY SERVICE LINE WITHIN ONE LOT SERVICING OTHER LOTS IS COMMON PROPERTY
 ALL INTERNAL SERVICE RISERS & COLUMNS WITHIN THE LOTS ARE COMMON PROPERTY AND MAY NOT BE SHOWN

BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT
 THE STORAGE AREA ADJACENT TO THE LIFT WELL IS LIMITED IN STRATUM BETWEEN THE LEVEL OF THE UPPER SURFACE OF THE ADJOINING FOYER CONCRETE FLOOR AND 2.7 ABOVE THAT SURFACE EXCEPT WHERE HARDSTAND SURFACED OR COVERED WITHIN THAT LIMIT
 AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015, ONLY AND ARE APPROXIMATE

Surveyor: GIUSEPPE JOHN BOTTARO
 GEOMETRIA CONSULTING PTY LTD
 PO BOX 3530
 CENTRO BANKSTOWN NSW 2200

Registered:



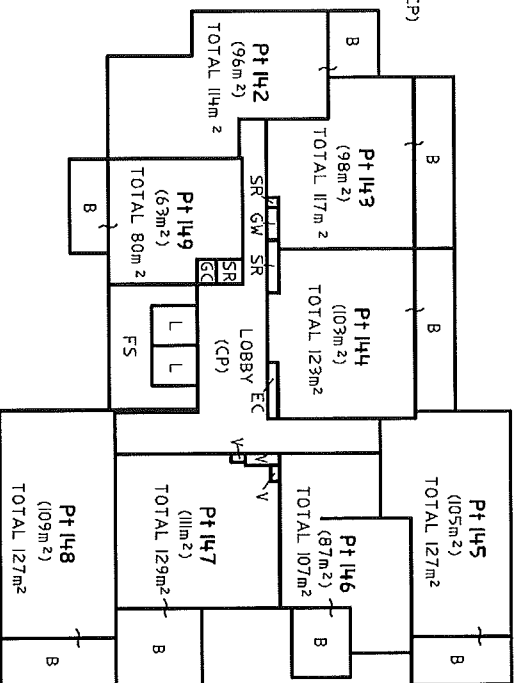
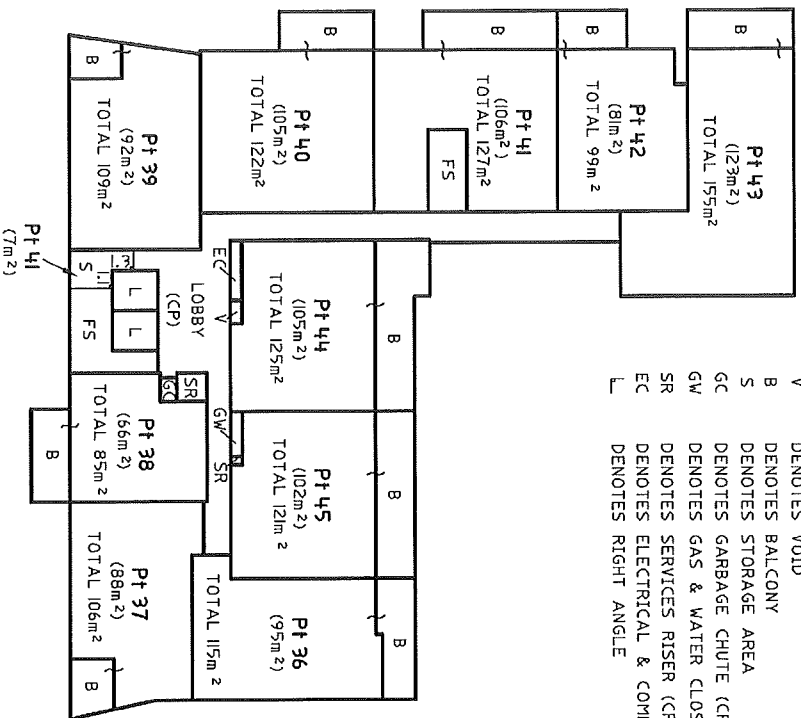
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Surveyor's Ref: 12224-8
 Subdivision No: 227/2018
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FLOOR PLAN LEVEL NINE (FOURTH FLOOR)

- CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
V DENOTES VOID
B DENOTES BALCONY
S DENOTES STORAGE AREA
GC DENOTES GARBAGE CHUTE (CP)
GW DENOTES GAS & WATER CLOSET (CP)
SR DENOTES SERVICES RISER (CP)
EC DENOTES ELECTRICAL & COMMUNICATIONS CLOSET (CP)
L DENOTES RIGHT ANGLE



BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

THE STORAGE AREA ADJACENT TO THE LIFT WELL IS LIMITED IN STRUTUM BETWEEN THE LEVEL OF THE UPPER SURFACE OF THE ADJOINING FOYER CONCRETE FLOOR AND 2.7 ABOVE THAT SURFACE EXCEPT WHERE HARDSTAND SURFACED OR COVERED WITHIN THAT LIMIT

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

ALL THE TILING ON THE WALLS, FLOORS, CEILING AND BALCONIES WITHIN THE LOTS, ARE NOT COMMON PROPERTY AND FORM PART OF THE RESPECTIVE LOT.

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

ALL INTERNAL SERVICE RISERS & COLUMNS WITHIN THE LOTS ARE COMMON PROPERTY AND MAY NOT BE SHOWN

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PO BOX 3530
CENTRO BANKSTOWN NSW 2200
Surveyor's Ref: 12224-8
Subdivision No: 227/2018
Lengths are in metres. Reduction Ratio 1:300

Registered:

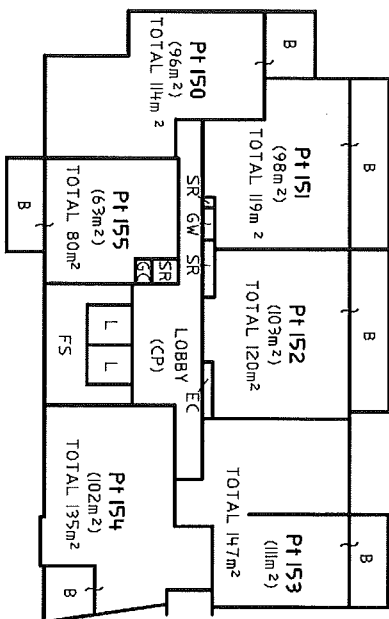
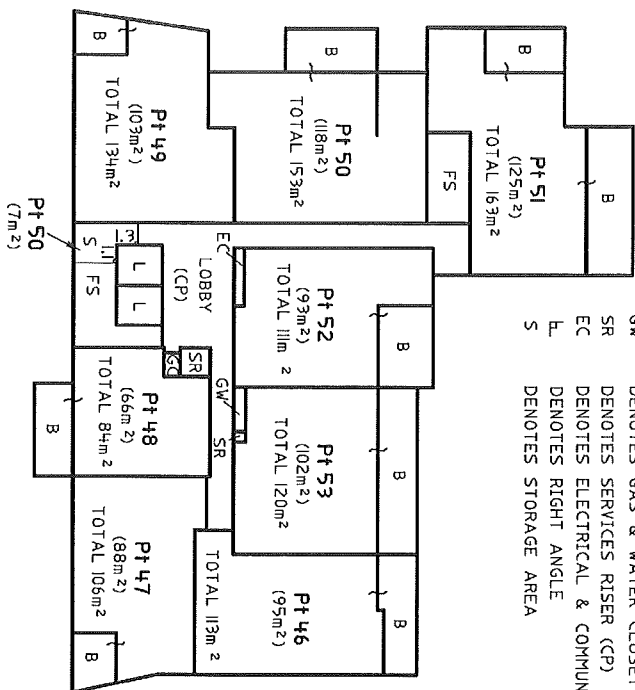


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FLOOR PLAN LEVEL TEN (FIFTH FLOOR)

- CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
B DENOTES BALCONY
GC DENOTES GARBAGE CHUTE (CP)
GW DENOTES GAS & WATER CLOSET (CP)
SR DENOTES SERVICES RISER (CP)
EC DENOTES ELECTRICAL & COMMUNICATIONS CLOSET (CP)
L DENOTES LEFT ANGLE
S DENOTES STORAGE AREA



ALL THE TILING ON THE WALLS, FLOORS, CEILING AND BALCONIES
WITHIN THE LOTS, ARE NOT COMMON PROPERTY
AND FORM PART OF THE RESPECTIVE LOT.

ANY SERVICE LINE WITHIN ONE LOT SERVICING
OTHER LOTS IS COMMON PROPERTY
ALL INTERNAL SERVICE RISERS & COLUMNS WITHIN THE LOTS ARE
COMMON PROPERTY AND MAY NOT BE SHOWN

BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE
OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT
THE STORAGE AREA ADJACENT TO THE LIFT WELL IS LIMITED IN STRATUM
BETWEEN THE LEVEL OF THE UPPER SURFACE OF THE ADJOINING FOYER
CONCRETE FLOOR AND 2.7 ABOVE THAT SURFACE EXCEPT WHERE HARDSTAND
SURFACED OR COVERED WITHIN THAT LIMIT
AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES
DEVELOPMENT ACT, 2015, ONLY AND ARE APPROXIMATE

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Surveyor's Ref: 12224-8
Subdivision No: 227/2018
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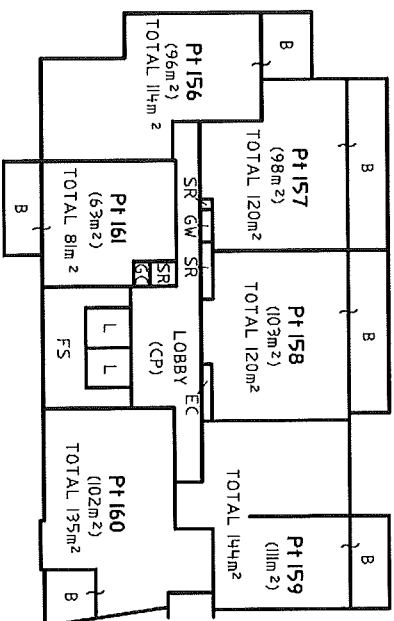
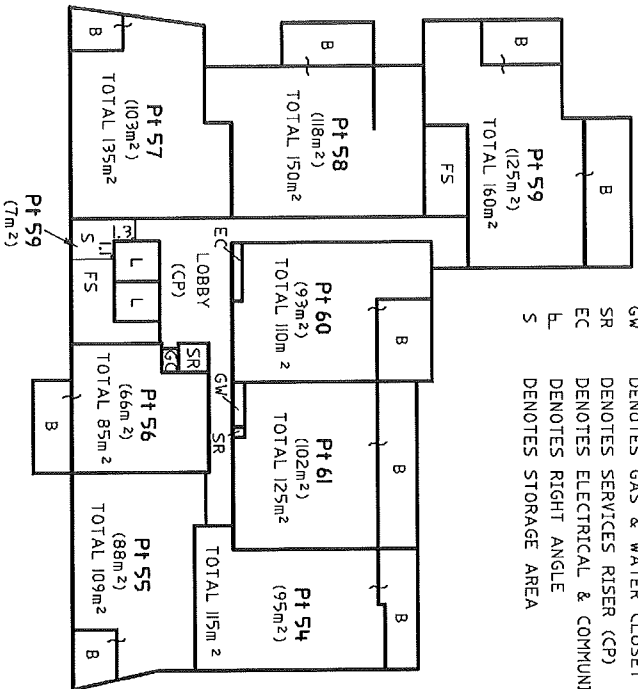


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FLOOR PLAN
LEVEL ELEVEN (SIXTH FLOOR)

- CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
B DENOTES BALCONY
GC DENOTES GARBAGE CHUTE (CP)
GW DENOTES GAS & WATER CLOSET (CP)
SR DENOTES SERVICES RISER (CP)
EC DENOTES ELECTRICAL & COMMUNICATIONS CLOSET (CP)
L DENOTES RIGHT ANGLE
S DENOTES STORAGE AREA



BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

THE STORAGE AREA ADJACENT TO THE LIFT WELL IS LIMITED IN STRUTUM BETWEEN THE LEVEL OF THE UPPER SURFACE OF THE ADJOINING FOYER CONCRETE FLOOR AND 2.7 ABOVE THAT SURFACE EXCEPT WHERE HARDSTAND SURFACED OR COVERED WITHIN THAT LIMIT

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

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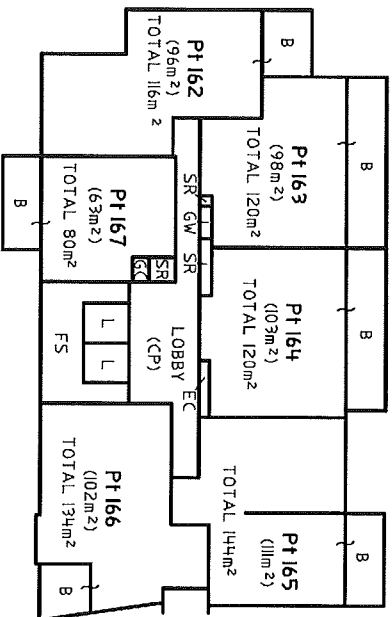
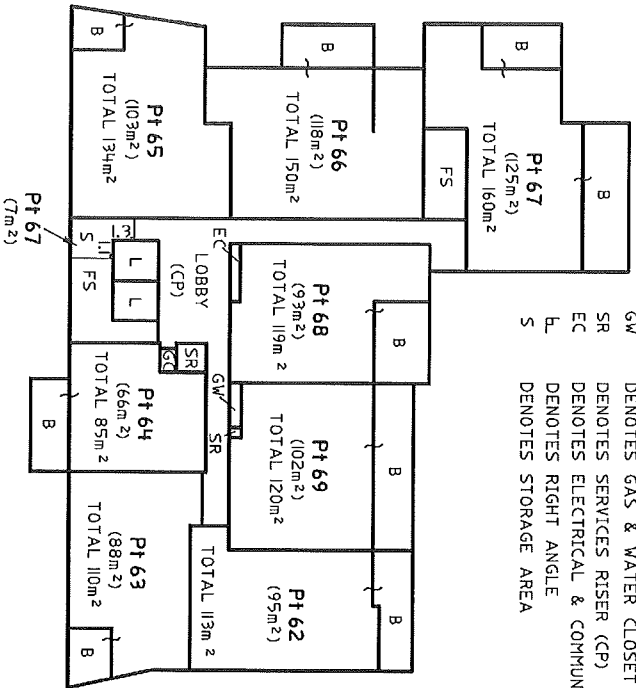
Surveyor: GIUSEPPE JOHN BOTTARO
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Lengths are in metres. Reduction Ratio 1:300

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FLOOR PLAN LEVEL TWELVE (SEVENTH FLOOR)

- CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
B DENOTES BALCONY
GC DENOTES GARBAGE CHUTE (CP)
GW DENOTES GAS & WATER CLOSET (CP)
SR DENOTES SERVICES RISER (CP)
EC DENOTES ELECTRICAL & COMMUNICATIONS CLOSET (CP)
L DENOTES RIGHT ANGLE
S DENOTES STORAGE AREA



ALL THE TILING ON THE WALLS, FLOORS, CEILING AND BALCONIES WITHIN THE LOTS, ARE NOT COMMON PROPERTY AND FORM PART OF THE RESPECTIVE LOT.

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

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Subdivision No: 227/2018
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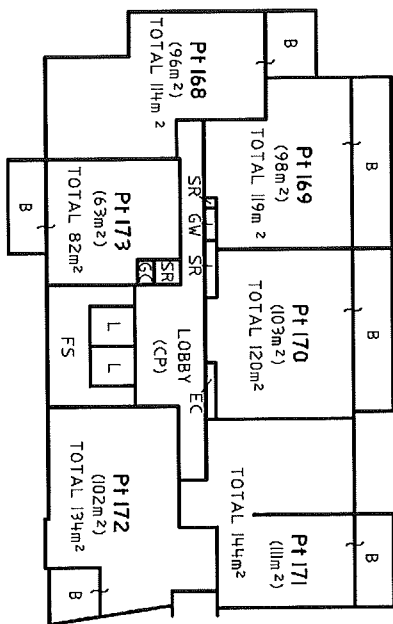
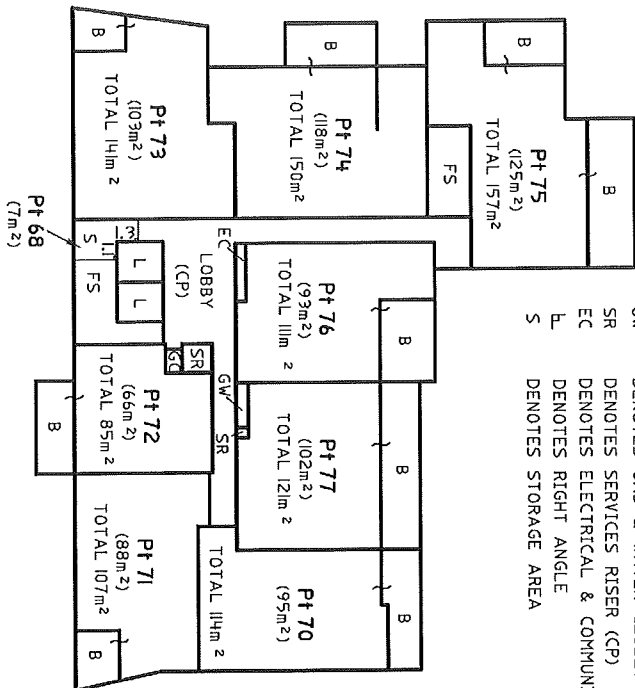


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FLOOR PLAN
LEVEL THIRTEEN (EIGHTH FLOOR)

- CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
B DENOTES BALCONY
GC DENOTES GARBAGE CHUTE (CP)
GW DENOTES GAS & WATER CLOSET (CP)
SR DENOTES SERVICES RISER (CP)
EC DENOTES ELECTRICAL & COMMUNICATIONS CLOSET (CP)
L DENOTES RIGHT ANGLE
S DENOTES STORAGE AREA



BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

THE STORAGE AREA ADJACENT TO THE LIFT WELL IS LIMITED IN STRATUM BETWEEN THE LEVEL OF THE UPPER SURFACE OF THE ADJOINING FOYER CONCRETE FLOOR AND 2.7 ABOVE THAT SURFACE EXCEPT WHERE HARDSTAND SURFACED OR COVERED WITHIN THAT LIMIT

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Surveyor: GIUSEPPE JOHN BOTTARO
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PO BOX 3530
CENTRO BANKSTOWN NSW 2200
Surveyor's Ref: 12224-B
Subdivision No: 227/2018
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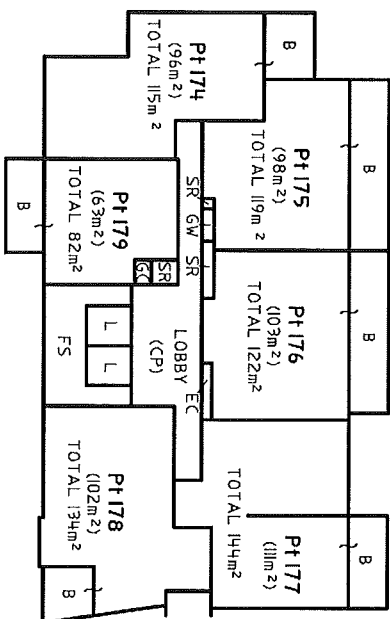
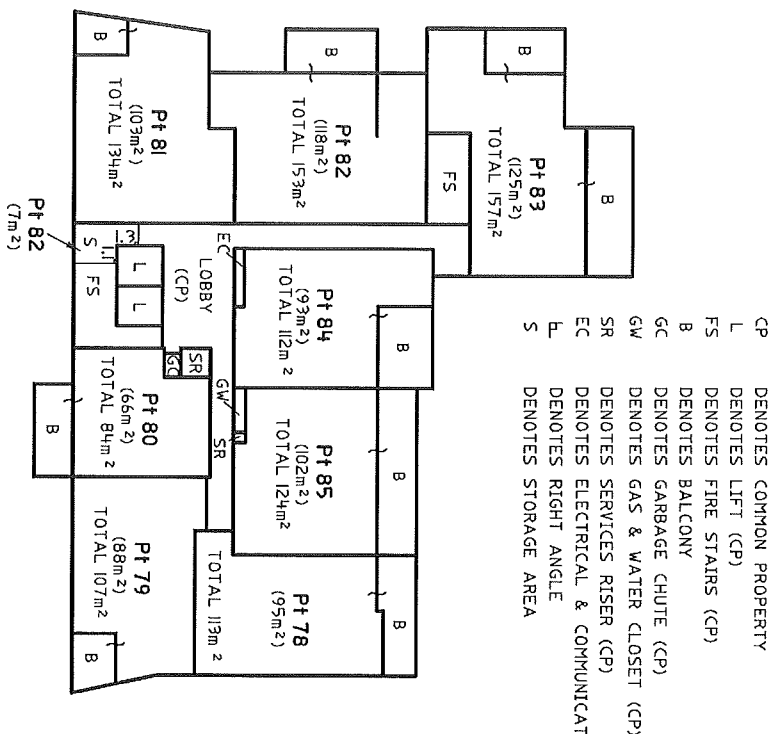
Registered:



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SP97827

FLOOR PLAN LEVEL FOURTEEN (NINTH FLOOR)



BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

THE STORAGE AREA ADJACENT TO THE LIFT WELL IS LIMITED IN STRUTUM BETWEEN THE LEVEL OF THE UPPER SURFACE OF THE ADJOINING FOYER CONCRETE FLOOR AND 2.7 ABOVE THAT SURFACE EXCEPT WHERE HARDSTAND SURFACED OR COVERED WITHIN THAT LIMIT

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ALL INTERNAL SERVICE RISERS & COLUMNS WITHIN THE LOTS ARE COMMON PROPERTY AND MAY NOT BE SHOWN

Surveyor: GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530
CENTRO BANKSTOWN NSW 2200
Surveyor's Ref: 12224-8
Subdivision No: 227/2018
Lengths are in metres. Reduction Ratio 1:200

Registered:



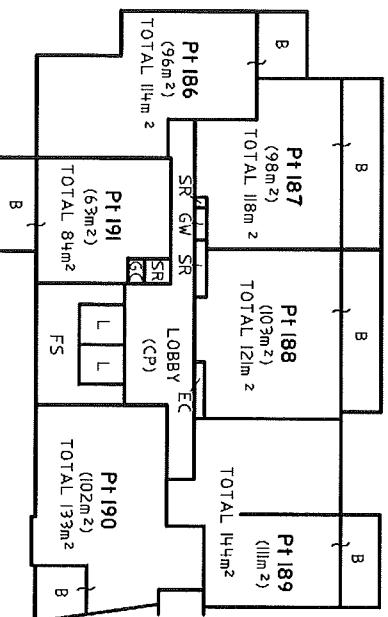
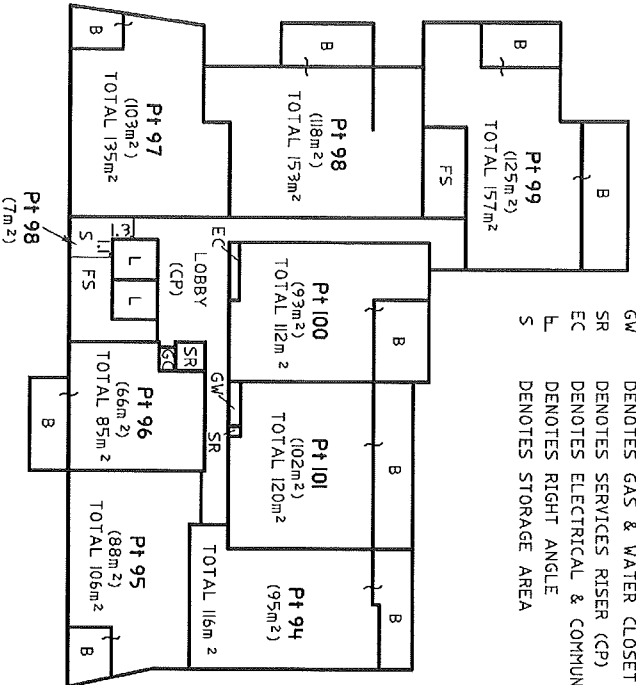
28.11.2018

SP97827

SP97827

FLOOR PLAN LEVEL SIXTEEN (ELEVENTH FLOOR)

- CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
B DENOTES BALCONY
GC DENOTES GARBAGE CHUTE (CP)
GW DENOTES GAS & WATER CLOSET (CP)
SR DENOTES SERVICES RISER (CP)
EC DENOTES ELECTRICAL & COMMUNICATIONS CLOSET (CP)
L DENOTES RIGHT ANGLE
S DENOTES STORAGE AREA



BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT THE STORAGE AREA ADJACENT TO THE LIFT WELL IS LIMITED IN STRATUM BETWEEN THE LEVEL OF THE UPPER SURFACE OF THE ADJOINING Foyer CONCRETE FLOOR AND 2.7 ABOVE THAT SURFACE EXCEPT WHERE HARSTAND SURFACED OR COVERED WITHIN THAT LIMIT

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

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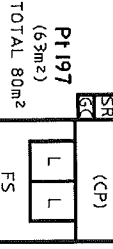
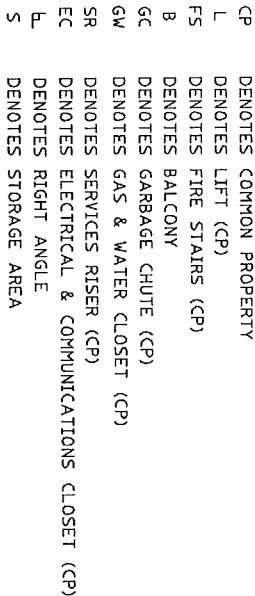
Surveyor: GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530
CENTRO BANKSTOWN NSW 2200
Surveyor's Ref: 12224-B
Subdivision No: 227/2018
Lengths are in metres. Reduction Ratio 1:300

Registered:



28.11.2018

SP97827



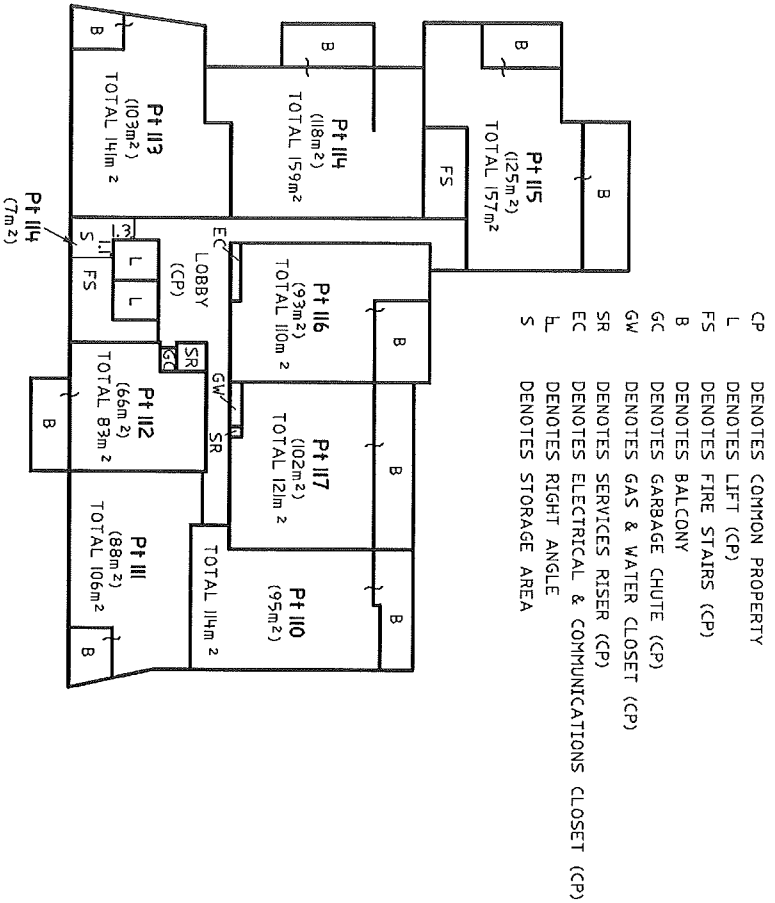
ANY SERVICE LINE WITHIN ONE LOT SERVICING
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SP97827

FLOOR PLAN LEVEL EIGHTEEN (THIRTEENTH FLOOR)



BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

THE STORAGE AREA ADJACENT TO THE LIFT WELL IS LIMITED IN STRATUM BETWEEN THE LEVEL OF THE UPPER SURFACE OF THE ADJOINING FOYER CONCRETE FLOOR AND 2.7 ABOVE THAT SURFACE EXCEPT WHERE HARDSTAND SURFACED OR COVERED WITHIN THAT LIMIT

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

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GEOMETRA CONSULTING PTY LTD
PO BOX 3530
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Surveyor's Ref: 12224-B
Subdivision No: 2217/2018
Lengths are in metres. Reduction Ratio 1:300

Registered:



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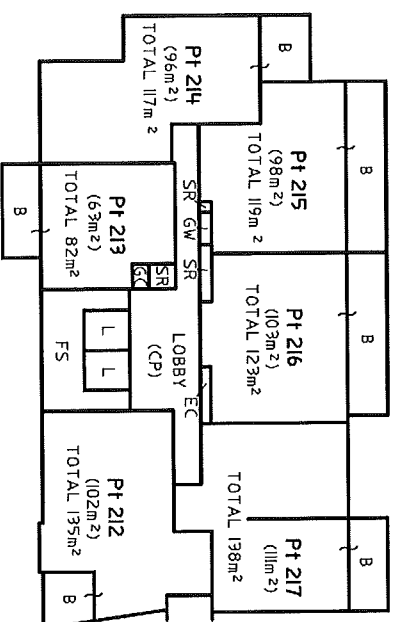
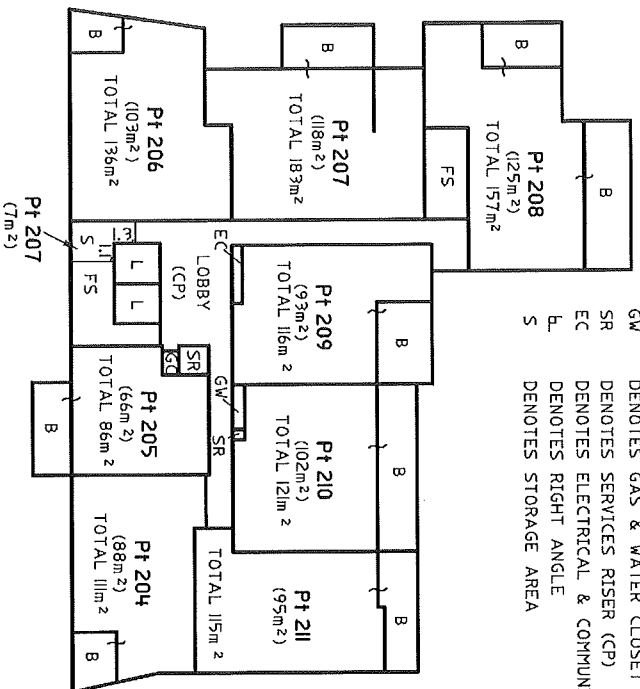
ALL THE TILING ON THE WALLS, FLOORS, CEILING AND BALCONIES WITHIN THE LOTS, ARE NOT COMMON PROPERTY AND FORM PART OF THE RESPECTIVE LOT.

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FLOOR PLAN LEVEL NINETEEN (FOURTEENTH FLOOR)

- CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
B DENOTES BALCONY
GC DENOTES GARBAGE CHUTE (CP)
GW DENOTES GAS & WATER CLOSET (CP)
SR DENOTES SERVICES RISER (CP)
EC DENOTES ELECTRICAL & COMMUNICATIONS CLOSET (CP)
L_r DENOTES RIGHT ANGLE
S DENOTES STORAGE AREA



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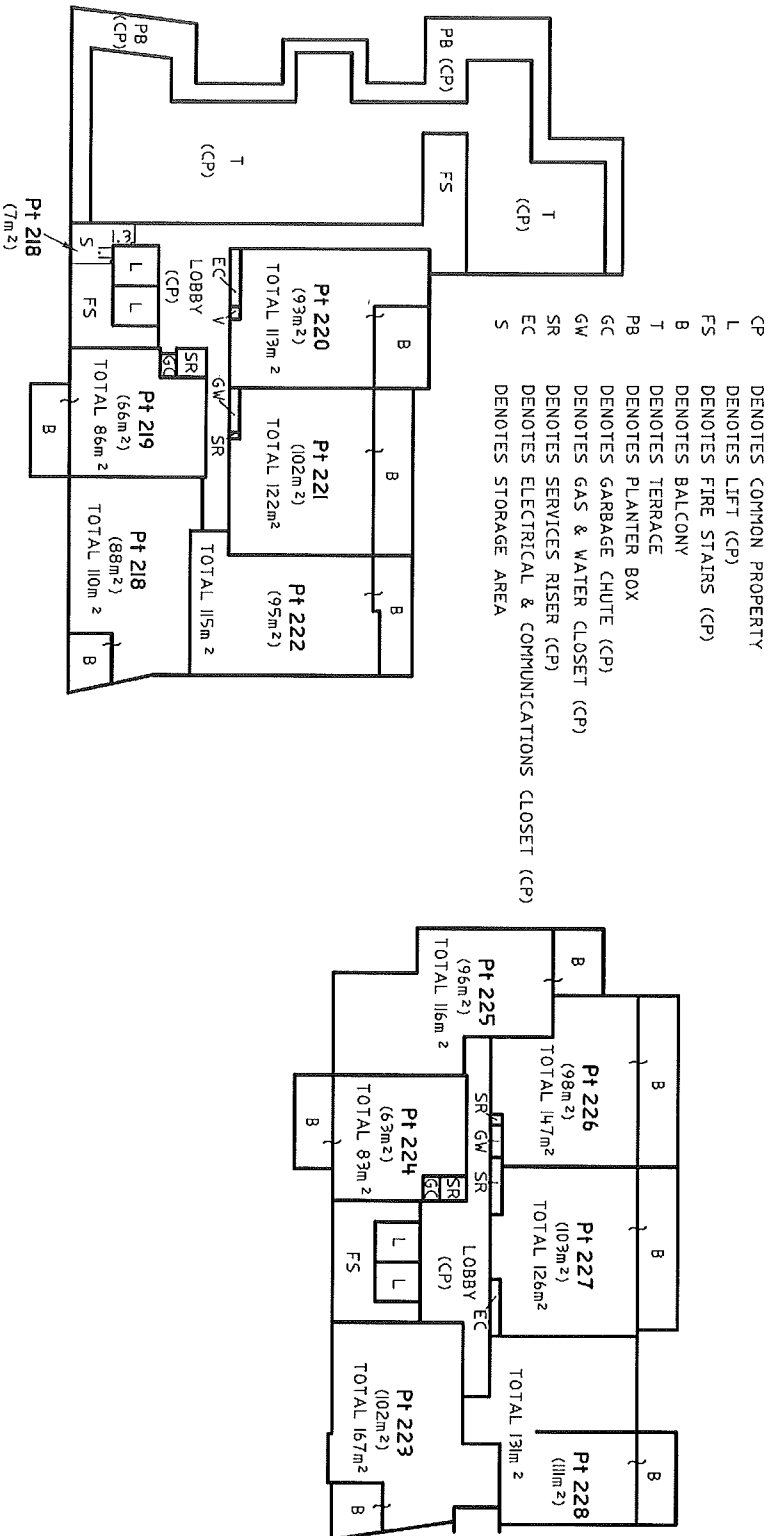
BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE
OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT
THE STORAGE AREA ADJACENT TO THE LIFT WELL IS LIMITED IN STRUTUM
BETWEEN THE LEVEL OF THE UPPER SURFACE OF THE ADJOINING FOYER
CONCRETE FLOOR AND 2.7 ABOVE THAT SURFACE EXCEPT WHERE HARDSTAND
SURFACED OR COVERED WITHIN THAT LIMIT
AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES
DEVELOPMENT ACT, 2015, ONLY AND ARE APPROXIMATE

Surveyor: GIUSEPPE JOHN BOTTARO
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Registered:
28.11.2018

SP97827

FLOOR PLAN LEVEL TWENTY (FIFTEENTH FLOOR)



BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

THE STORAGE AREA ADJACENT TO THE LIFT WELL IS LIMITED IN STRATUM BETWEEN THE LEVEL OF THE UPPER SURFACE OF THE ADJOINING COVER CONCRETE FLOOR AND 2.7 ABOVE THAT SURFACE EXCEPT WHERE HARDSTAND SURFACED OR COVERED WITHIN THAT LIMIT

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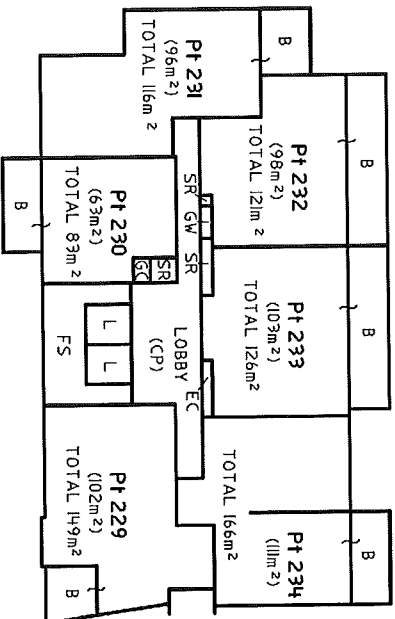
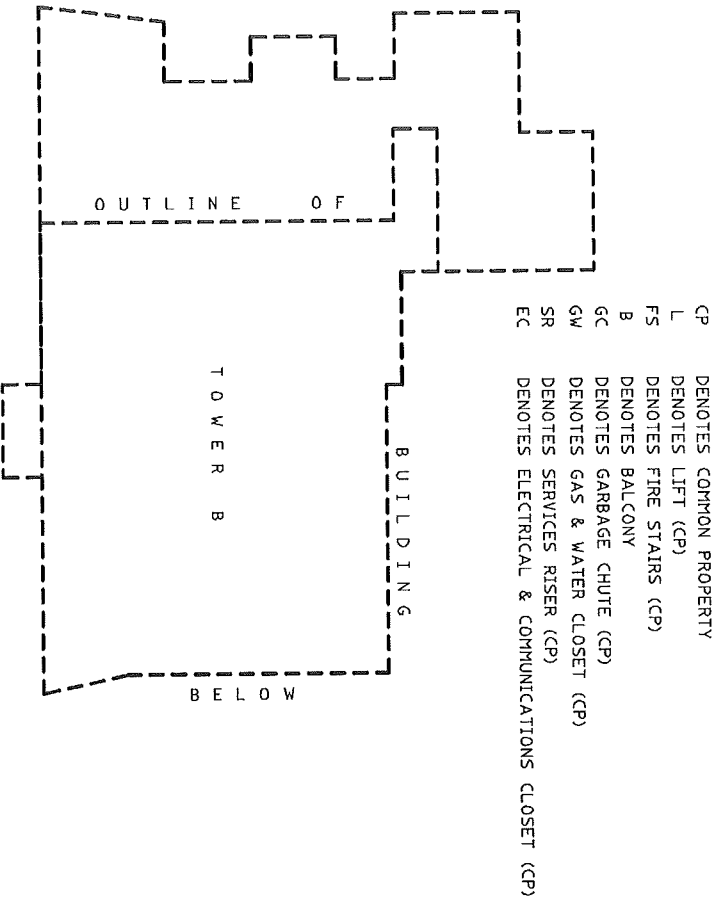
Registered:



28.11.2018

SP97827

FLOOR PLAN
LEVEL TWENTY ONE (SIXTEENTH FLOOR)



BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015, ONLY AND ARE APPROXIMATE

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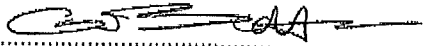

Surveyor: GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530
CENTRO BANKSTOWN NSW 2200
Surveyor's Ref: 1224-B
Subdivision No: 227/2018
Lengths are in metres. Reduction Ratio 1:300

Registered:




28.11.2018

SP97827

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 13 sheet(s)	
Office Use Only			Office Use Only		
Registered:  28.11.2018			SP97827		
PLAN OF SUBDIVISION OF LOT 101 IN DP 1242937			LGA: CUMBERLAND Locality: AUBURN Parish: LIBERTY PLAINS County: CUMBERLAND		
This is a *FREEHOLD/LEASEHOLD Strata Scheme					
Address for Service of Documents 93 Auburn Road AUBURN NSW, 2144 Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/B Smoke penetration: Option *A/B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I GIUSEPPE JOHN BOTTARO Of GEOMETRA CONSULTING PTY LTD PO BOX 3530 CENTRO BANKSTOWN NSW 2200, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by A Signature:  Date: 29 June 2018 Surveyor ID: 564 Surveyor's Reference: 12224-8 ^ Insert the deposited plan number or dealing number of the instrument that created the easement PPN SP 97827			Strata Certificate (Accredited Certifier) I, ANTHONY ALLEN being an Accredited Certifier, accreditation number 3830004 , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: 227/2018 Relevant Planning Approval No.: CDC 2018/81 Issued by: ANTHONY ALLEN (3830004) Signature:  Date: 14/7/18 ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 13 sheet(s)
Office Use Only		Office Use Only
Registered:  28.11.2018		SP97827

VALUER'S CERTIFICATE

I, Max Gran of LandMark White (Sydney) Pty Ltd being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*.

Signature:  Date 16 July 2018


SCHEDULE OF UNIT ENTITLEMENT

LOT No.	U.E	LOT No.	U.E	LOT No.	U.E	LOT No.	U.E	LOT No.	U.E
1	41	35	42	69	43	103	43	137	43
2	41	36	43	70	44	104	32	138	34
3	42	37	41	71	42	105	50	139	43
4	41	38	30	72	31	106	51	140	43
5	29	39	41	73	47	107	51	141	29
6	41	40	42	74	49	108	44	142	42
7	40	41	41	75	49	109	45	143	42
8	29	42	39	76	43	110	45	144	43
9	40	43	47	77	44	111	44	145	43
10	41	44	43	78	44	112	33	146	34
11	40	45	43	79	43	113	51	147	43
12	38	46	43	80	31	114	52	148	43
13	45	47	41	81	48	115	52	149	29
14	41	48	30	82	49	116	44	150	42
15	41	49	45	83	49	117	45	151	43
16	42	50	47	84	43	118	41	152	43
17	40	51	47	85	44	119	41	153	48
18	29	52	41	86	44	120	42	154	46
19	40	53	43	87	43	121	42	155	30
20	41	54	43	88	32	122	33	156	43
21	41	55	41	89	49	123	42	157	43
22	39	56	30	90	50	124	42	158	44
23	46	57	46	91	50	125	29	159	49
24	42	58	47	92	43	126	41	160	47
25	42	59	47	93	44	127	41	161	30
26	42	60	42	94	45	128	43	162	43
27	41	61	43	95	43	129	43	163	43
28	29	62	43	96	32	130	34	164	44
29	40	63	42	97	49	131	43	165	49
30	41	64	31	98	51	132	42	166	47
31	41	65	47	99	51	133	29	167	30
32	39	66	48	100	43	134	41	168	43
33	47	67	48	101	45	135	42	169	43
34	42	68	42	102	45	136	43	170	44

CONTINUED ON NEXT SHEET


Surveyor's Reference: 12224-8

ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 13 sheet(s)
Office Use Only		Office Use Only
Registered:  28.11.2018	SP97827	

VALUER'S CERTIFICATE


I, Max Gran of LandMark White (Sydney) Pty Ltd being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*.

Signature:  Date: 16 July 2018

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	U.E	LOT No.	U.E	LOT No.	U.E	LOT No.	U.E	LOT No.	U.E
171	50	184	49	197	32	210	46	223	53
172	48	185	31	198	45	211	46	224	33
173	31	186	44	199	45	212	52	225	47
174	43	187	44	200	46	213	33	226	46
175	44	188	45	201	53	214	46	227	47
176	45	189	52	202	51	215	45	228	48
177	51	190	50	203	32	216	46	229	53
178	49	191	32	204	44	217	48	230	34
179	31	192	44	205	33	218	45	231	47
180	44	193	45	206	52	219	34	232	46
181	44	194	46	207	54	220	45	233	47
182	45	195	53	208	53	221	46	234	49
183	51	196	51	209	44	222	46	TOTAL	10000

Surveyor's Reference: 12224-8

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 13 sheet(s)
<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Registered:  28.11.2018 </div> <div style="width: 50%; text-align: center; font-size: 2em; font-weight: bold;">SP97827</div> </div>		<div style="text-align: left; margin-bottom: 10px;">Office Use Only</div>


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


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

SCHEDULE OF STREET NUMBERS

Lot No.	Sub-Address No	Address No.	Road Name	Road Type	Locality
CP		93	Auburn	Road	Auburn
1	G01	1/18	Harrow	Road	Auburn
2	G02	2/18	Harrow	Road	Auburn
3	G03	3/18	Harrow	Road	Auburn
4	G04	4/18	Harrow	Road	Auburn
5	G05	5/18	Harrow	Road	Auburn
6	101	101/18	Harrow	Road	Auburn
7	102	102/18	Harrow	Road	Auburn
8	103	103/18	Harrow	Road	Auburn
9	104	104/18	Harrow	Road	Auburn
10	105	105/18	Harrow	Road	Auburn
11	106	106/18	Harrow	Road	Auburn
12	107	107/18	Harrow	Road	Auburn
13	108	108/18	Harrow	Road	Auburn
14	109	109/18	Harrow	Road	Auburn
15	110	110/18	Harrow	Road	Auburn
16	201	201/18	Harrow	Road	Auburn
17	202	202/18	Harrow	Road	Auburn
18	203	203/18	Harrow	Road	Auburn
19	204	204/18	Harrow	Road	Auburn
20	205	205/18	Harrow	Road	Auburn
21	206	206/18	Harrow	Road	Auburn
22	207	207/18	Harrow	Road	Auburn
23	208	208/18	Harrow	Road	Auburn
24	209	209/18	Harrow	Road	Auburn
25	210	210/18	Harrow	Road	Auburn
26	301	301/18	Harrow	Road	Auburn
27	302	302/18	Harrow	Road	Auburn
28	303	303/18	Harrow	Road	Auburn
29	304	304/18	Harrow	Road	Auburn
30	305	305/18	Harrow	Road	Auburn
31	306	306/18	Harrow	Road	Auburn

CONTINUED ON NEXT SHEET

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 13 sheet(s)			
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>Registered: 28.11.2018</p> </div> <div style="text-align: center; flex-grow: 1;"> <p>Office Use Only</p> <p style="font-size: 2em; margin-top: 20px;">SP97827</p> </div> <div style="text-align: center;"> <p>Office Use Only</p> </div> </div>					
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> Any Information which cannot fit in the appropriate panel of any previous administration sheets Statements of Intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i> 					
<u>SCHEDULE OF STREET NUMBERS</u>					
Lot No.	Sub-Address No	Address No.	Road Name	Road Type	Locality
32	307	307/18	Harrow	Road	Auburn
33	308	308/18	Harrow	Road	Auburn
34	309	309/18	Harrow	Road	Auburn
35	310	310/18	Harrow	Road	Auburn
36	401	401/18	Harrow	Road	Auburn
37	402	402/18	Harrow	Road	Auburn
38	403	403/18	Harrow	Road	Auburn
39	404	404/18	Harrow	Road	Auburn
40	405	405/18	Harrow	Road	Auburn
41	406	406/18	Harrow	Road	Auburn
42	407	407/18	Harrow	Road	Auburn
43	408	408/18	Harrow	Road	Auburn
44	409	409/18	Harrow	Road	Auburn
45	410	410/18	Harrow	Road	Auburn
46	501	501/18	Harrow	Road	Auburn
47	502	502/18	Harrow	Road	Auburn
48	503	503/18	Harrow	Road	Auburn
49	504	504/18	Harrow	Road	Auburn
50	505	505/18	Harrow	Road	Auburn
51	506	506/18	Harrow	Road	Auburn
52	507	507/18	Harrow	Road	Auburn
53	508	508/18	Harrow	Road	Auburn
54	601	601/18	Harrow	Road	Auburn
55	602	602/18	Harrow	Road	Auburn
56	603	603/18	Harrow	Road	Auburn
57	604	604/18	Harrow	Road	Auburn
58	605	605/18	Harrow	Road	Auburn
59	606	606/18	Harrow	Road	Auburn
60	607	607/18	Harrow	Road	Auburn
61	608	608/18	Harrow	Road	Auburn
62	701	701/18	Harrow	Road	Auburn
63	702	702/18	Harrow	Road	Auburn
CONTINUED ON NEXT SHEET					
Surveyor's Reference: 12224-8					

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 13 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: right; margin-bottom: 10px;">Office Use Only</p> <p>Registered:  28.11.2018</p> </div> <div style="width: 50%; text-align: center;"> <p style="font-size: 2em; margin: 0;">SP97827</p> </div> </div>		<p style="text-align: right; margin-bottom: 10px;">Office Use Only</p>

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


SCHEDULE OF STREET NUMBERS

Lot No.	Sub-Address No	Address No.	Road Name	Road Type	Locality
64	703	703/18	Harrow	Road	Auburn
65	704	704/18	Harrow	Road	Auburn
66	705	705/18	Harrow	Road	Auburn
67	706	706/18	Harrow	Road	Auburn
68	707	707/18	Harrow	Road	Auburn
69	708	708/18	Harrow	Road	Auburn
70	801	801/18	Harrow	Road	Auburn
71	802	802/18	Harrow	Road	Auburn
72	803	803/18	Harrow	Road	Auburn
73	804	804/18	Harrow	Road	Auburn
74	805	805/18	Harrow	Road	Auburn
75	806	806/18	Harrow	Road	Auburn
76	807	807/18	Harrow	Road	Auburn
77	808	808/18	Harrow	Road	Auburn
78	901	901/18	Harrow	Road	Auburn
79	902	902/18	Harrow	Road	Auburn
80	903	903/18	Harrow	Road	Auburn
81	904	904/18	Harrow	Road	Auburn
82	905	905/18	Harrow	Road	Auburn
83	906	906/18	Harrow	Road	Auburn
84	907	907/18	Harrow	Road	Auburn
85	908	908/18	Harrow	Road	Auburn
86	1001	1001/18	Harrow	Road	Auburn
87	1002	1002/18	Harrow	Road	Auburn
88	1003	1003/18	Harrow	Road	Auburn
89	1004	1004/18	Harrow	Road	Auburn
90	1005	1005/18	Harrow	Road	Auburn
91	1006	1006/18	Harrow	Road	Auburn
92	1007	1007/18	Harrow	Road	Auburn
93	1008	1008/18	Harrow	Road	Auburn
94	1101	1101/18	Harrow	Road	Auburn
95	1102	1102/18	Harrow	Road	Auburn

CONTINUED ON NEXT SHEET

Surveyor's Reference: 12224-8

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129	201	201/93	Auburn	Road	Auburn
130	202	202/93	Auburn	Road	Auburn
131	203	203/93	Auburn	Road	Auburn
132	204	204/93	Auburn	Road	Auburn
133	205	205/93	Auburn	Road	Auburn
134	306	306/93	Auburn	Road	Auburn
135	307	307/93	Auburn	Road	Auburn
136	308	308/93	Auburn	Road	Auburn
137	301	301/93	Auburn	Road	Auburn
138	302	302/93	Auburn	Road	Auburn
139	303	303/93	Auburn	Road	Auburn
140	304	304/93	Auburn	Road	Auburn
141	305	305/93	Auburn	Road	Auburn
142	406	406/93	Auburn	Road	Auburn
143	407	407/93	Auburn	Road	Auburn
144	408	408/93	Auburn	Road	Auburn
145	401	401/93	Auburn	Road	Auburn
146	402	402/93	Auburn	Road	Auburn
147	403	403/93	Auburn	Road	Auburn
148	404	404/93	Auburn	Road	Auburn
149	405	405/93	Auburn	Road	Auburn
150	504	504/93	Auburn	Road	Auburn
151	505	505/93	Auburn	Road	Auburn
152	506	506/93	Auburn	Road	Auburn
153	501	501/93	Auburn	Road	Auburn
154	502	502/93	Auburn	Road	Auburn
155	503	503/93	Auburn	Road	Auburn
156	604	604/93	Auburn	Road	Auburn
157	605	605/93	Auburn	Road	Auburn
158	606	606/93	Auburn	Road	Auburn
159	601	601/93	Auburn	Road	Auburn

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168	804	804/93	Auburn	Road	Auburn																																																																																																																																																																																																			
169	805	805/93	Auburn	Road	Auburn																																																																																																																																																																																																			
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171	801	801/93	Auburn	Road	Auburn																																																																																																																																																																																																			
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173	803	803/93	Auburn	Road	Auburn																																																																																																																																																																																																			
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185	1003	1003/93	Auburn	Road	Auburn																																																																																																																																																																																																			
186	1104	1104/93	Auburn	Road	Auburn																																																																																																																																																																																																			
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 10 of 13 sheet(s)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>Office Use Only</p> <p>Registered:  28.11.2018</p> </div> <div style="text-align: center; font-size: 2em; font-weight: bold;">SP97827</div> <div style="text-align: center;"> <p>Office Use Only</p> </div> </div>		


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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*


SCHEDULE OF STREET NUMBERS

Lot No.	Sub-Address No	Address No.	Road Name	Road Type	Locality
192	1204	1204/93	Auburn	Road	Auburn
193	1205	1205/93	Auburn	Road	Auburn
194	1206	1206/93	Auburn	Road	Auburn
195	1201	1201/93	Auburn	Road	Auburn
196	1202	1202/93	Auburn	Road	Auburn
197	1203	1203/93	Auburn	Road	Auburn
198	1304	1304/93	Auburn	Road	Auburn
199	1305	1305/93	Auburn	Road	Auburn
200	1306	1306/93	Auburn	Road	Auburn
201	1301	1301/93	Auburn	Road	Auburn
202	1302	1302/93	Auburn	Road	Auburn
203	1303	1303/93	Auburn	Road	Auburn
204	1402	1402/18	Harrow	Road	Auburn
205	1403	1403/18	Harrow	Road	Auburn
206	1404	1404/18	Harrow	Road	Auburn
207	1405	1405/18	Harrow	Road	Auburn
208	1406	1406/18	Harrow	Road	Auburn
209	1407	1407/18	Harrow	Road	Auburn
210	1408	1408/18	Harrow	Road	Auburn
211	1401	1401/18	Harrow	Road	Auburn
212	1402	1402/93	Auburn	Road	Auburn
213	1403	1403/93	Auburn	Road	Auburn
214	1404	1404/93	Auburn	Road	Auburn
215	1405	1405/93	Auburn	Road	Auburn
216	1406	1406/93	Auburn	Road	Auburn
217	1401	1401/93	Auburn	Road	Auburn
218	1502	1502/18	Harrow	Road	Auburn
219	1503	1503/18	Harrow	Road	Auburn
220	1507	1507/18	Harrow	Road	Auburn
221	1508	1508/18	Harrow	Road	Auburn
222	1501	1501/18	Harrow	Road	Auburn
223	1502	1502/93	Auburn	Road	Auburn

CONTINUED ON NEXT SHEET

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 11 of 13 sheet(s)																																																																								
<div style="text-align: right; font-weight: bold; margin-bottom: 10px;">Office Use Only</div> <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">Registered:</div> <div style="text-align: center;">  </div> <div style="margin-left: 10px;">28.11.2018</div> </div>		<div style="text-align: right; font-weight: bold; margin-bottom: 10px;">Office Use Only</div> <div style="font-size: 2em; font-weight: bold; margin-top: 20px;">SP97827</div>																																																																								
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Surveyor's Reference: 12224-8																																																																										

ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 12 of 13 sheet(s)
Office Use Only		Office Use Only
Registered:  28.11.2018	SP97827	

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

A STRATA MANAGEMENT STATEMENT COMPRISING OF 71 SHEETS ACOMPANIES THIS PLAN

SIGNATURES & SEALS

GOLDENIA DEVELOPMENTS PTY LTD

<i>Mark Merini</i>	<i>[Signature]</i>
Sole DIRECTOR (Print Full Name)	Sole DIRECTOR (Signature)
<i>Secretary</i>	<i>Secretary</i>
ACN 164 693 181	
SECRETARY (Print Full Name)	SECRETARY (Signature)

Executed by Lili Mezz No. 162 Pty Ltd
 ACN 609 879 280 pursuant to Section 127
 Of the Corporations Act 2004 in the presence of:

[Signature]

Leon Gryfenberg
 DIRECTOR

[Signature]

Ryan Levin
 DIRECTOR

MORTGAGEE

BY ITS EXECUTION THE MORTGAGEE CONSENTS TO THE REGISTRATION OF THIS DOCUMENT

Surveyor's Reference: 49224-40 Residential 12224-8

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 13 of 13 sheet(s)
Office Use Only		Office Use Only
Registered:	28.11.2018	SP97827
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SIGNATURES & SEALS		
<p>Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 under Power of Attorney dated 18th November 2002 and registered in New South Wales Book: 4376 Folio: 410 by</p> <p></p> <p>who certifies that he/she is a Senior Manager, Manager and that he/she has not received notice of revocation of that Power.</p> <p></p> <p>Signature of Attorney In the presence of</p> <p></p> <p>Signature of Witness <i>Kenneth Wray Trisono</i> Print name of Witness 242 Pitt Street Sydney NSW 2000 Address of Witness</p>		
MORTGAGEE BY ITS EXECUTION THE MORTGAGEE CONSENTS TO THE REGISTRATION OF THIS DOCUMENT		
Surveyor's Reference: 42224-10 Residential 12224-8		

PLAN NOT REFILED

X Perused in these books.

8. 5131
m If this instrument is signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner of Affidavits, to whom the Transferor is known, no further authentication is required. Otherwise the ATTENDING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.
This applies only to instruments signed within the State. If the parties are resident without the State, but in any British Possession, the instrument must be signed and acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.
If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over or explained to him, and that he appeared fully to understand the same."

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

In witness whereof, I have hereunto subscribed my name, at Ellen Vale
the twelfth day of January in the year
of our Lord one thousand nine hundred and three

Signed in my presence by the said
James Faulks
WHO IS PERSONALLY KNOWN TO ME

Signed

Edw. Ellen Vale

Who will also sign Declaration in accordance with Dower Note at the top of the 1st page.)

James Faulks
Transferor.

Signed in my presence by the said
Anna Johanna Elizabeth Becker
WHO IS PERSONALLY KNOWN TO ME

John T. Rofe
Whyman

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

A. J. E. Becker
Transferee.

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

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

No. *33090* Memorandum of Transfer of
a Right of way over
part of Lots 4 to 4. per
6 Caird & Wilson's Sub'n
Auburn

Lodged by

(Name)

(Address)

Alfred Reynolds

Colchester Road

Auburn

888/16

J. Faulks
Transferor.
Alvina Johanna Elizabeth Becker
Transferee.

Particulars entered in the Register Book, Vol.
888 Folio *16*

the *20* day of *February* 190*3*
at *19* minutes *13* o'clock
in the *after* noon.

W. W. Russell
Deputy Registrar General.



100/100
13-1-5

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

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

N.B.—ALL DEEDS GRANTED FROM THE CROWN SINCE 1st JANUARY, 1863, ARE, AS A FACT, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT, AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

Year:

Transfer
Endorsement
Certificate

New South Wales.

1903



MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

362743

SEE SIMPLE

Dower should be negatived, or the contingent interest will be noted on the new certificate. A statutory declaration should accompany, stating whether the Transferor be married, and, if so, the date of marriage. If before January, 1837, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1836 no dower attaches.

a Name, residence, occupation, or other designation, in full, of Transferor.

I, William Thomas Appleton of Sydney
Wholesale Manufacturing Confectioner

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

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum

c All subsisting encumbrances must be noted hereon. (See page 2.)

underwritten or endorsed hereon, in consideration of one hundred and thirty

d If the consideration be not pecuniary, alter accordingly.

six pounds thirteen shillings and fourpence (£66:13:10)

e Name, residence, occupation, or other designation of transferee.

paid to me by David Fullerton Russell of Auburn Draper

f If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge,

923117

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

do hereby transfer to the said David Fullerton Russell

h Area, in acres, rods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing eighteen and three quarter perches or thereabouts

i Parish or town, county.

situate in the Borough of Auburn Parish of Liberty Plains and County of Cumberland

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

being part of the land comprised in Certificate of Title

k "Crown Grant," or "Certificate of Title."

dated the 6th day of March 1903 registered volume No. 1458

l Repeat if more than one. These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description and plan will be required and may be inserted or annexed with this prefix:— "as delineated in the plan hereon for 'assessed hereto,' and 'checked as follows,' etc."

folio 188 and being the whole of the land delineated and described in plan hereon endorsed by Mr. Leonard Surveyor Rygate and therein edged red. Together with full and free liberty and license for the said David Fullerton Russell his heirs and assigns and his and their servants and workmen and for all other persons authorized by him or them with or without laborers carts and carriages horses or other animals by night and by day to drive into park and labor up & down to and upon the right of way colored brown on the said plan hereon endorsed.

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

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

[Price, 6d.]

9773 37600

[illegible]

37

Philip W. Ryngaert
 1015 1/2 New York St.
 Sydney
 in the year

Wm. J. Appleton
Transferor.

Geo' W. H. H. H.
127 King St. N. Y.

(Who will also sign Declaration in accordance with Dower Note
at the top of the 1st page.)

A. F. Russell

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "c" in margin.
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

WHO IS PERSONALLY KNOWN TO ME

Goodrich

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

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

See note "a" page 1.
This, when filled up,
should be signed by
the Transferor.
A very short note of
the particulars will
suffice.

N^o 358090 Grant of Right of Way James Faulks
to Alvina Johanna Elizabeth Becker over
the piece of land 20 feet wide colored
brown on the plan endorsed on the
Certificate of Title

*Witness
George H. H. H.*

Wm. J. Appleton

Transferor.
(See note p.)

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at

, the

day of

, one thousand nine hundred and

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

the person signing the same, and whose signature thereto he has attested; and that the

name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

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

r Name of witness and
residence.

s Name of Transferor.

t Name of Transferor.

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

No. 362743 Memorandum of Transfer of
 18³/₄ per. part of lots 192 dec. 6 of
 David & Wilsons subdiv in
 Auburn 1st of Liberty Plains Co
 of Cumberland.
 Together with a right of way

Lodged by

(Name) Thomas J. Dickson,
Solicitor,
 (Address) 127 King St. Sydney.

W. T. Appleton

Transferor.

David Fullerton Russell

Transferee.

Particulars entered in the Register Book, Vol. 1455

Folio 188

the *11th* day of *May* 1903,
 at *12* minutes *12* o'clock

in the *noon*
W. T. Appleton
 Deputy Registrar General.

	DATE	INITIALS
SENT TO DRAFTING ORIGIN	MAY 7 1903	W.T.A.
REMOVED FROM RECORDS	11 do	W.T.A.
NOT WRITTEN	12 do	W.T.A.
NOT EXAMINED	12 do	W.T.A.
RETURNED TO RECORDS	12 do	W.T.A.
REMOVED FROM RECORDS	20.5.3	W.T.A.
CERTIFICATE ENCLOSED	26.5.3	S.P.
CERTIFICATE COMPLETE	27.5.3	W.T.A.
CERTIFICATE EXAMINED	27.5.3	W.T.A.
ACCOUNTANT	27.5.3	W.T.A.
DEPUTY REGISTRAR GENERAL	MAY 30	W.T.A.
VOL. 1470	67	

362744

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.
 If a part only of the land be transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, it may be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the remaining portion.
 The fees on Transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
 The Transfer is complete from the moment it is recorded.
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1862, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT, AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

Fee:

Transfer
Endorsement
Certificate

SEE SIMPLE

New South Wales.



MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

362743

Dower should be negatived, or the contingent interest will be noted on the new certificate. A statutory declaration should accompany, stating whether the Transferor be married, and, if so, the date of marriage. If before January, 1887, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1836 no dower attaches.

a Name, residence, occupation, or other designation, in full, of Transferor.

I, William Thomas Appleton of Sydney
Wholesale Manufacturing Confectioner

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

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of

c All unbelonging encumbrances must be noted hereon. (See page 3.)

one hundred and thirty
six pounds thirteen shillings and fourpence (£166:13:10)

d If the consideration be not pecuniary, alter accordingly.

paid to me by David Fullerton Russell of Auburn Draper

e Name, residence, occupation, or other designation of transferee.

the receipt whereof I hereby acknowledge,

f If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

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

do hereby transfer to the said David Fullerton Russell

h Area, in acres, rods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing eighteen and three quarter perches or thereabouts situate in the Borough of Auburn Parish of Diocese of Sydney, Plains and County of Cumberland

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

being part of the land comprised in Certificate of Title

j "Crown Grant" or "Certificate of Title."

dated the 6th day of March 1903 registered volume No. 1458

k Repeat if more than one.

folio 188 and being the whole of the land delineated and described in plan hereon endorsed by W. H. Lister Surveyor-General and thereon edged red. Together with full and free liberty and license for the said David Fullerton Russell his heirs and assigns and his and their servants and workmen and for all other persons authorized by him or them with or without laborers carts and carriages horses or other animals by night and by day to drive into and out and labor up and down to and fro and upon the right of way colored brown on the said plan hereon endorsed.

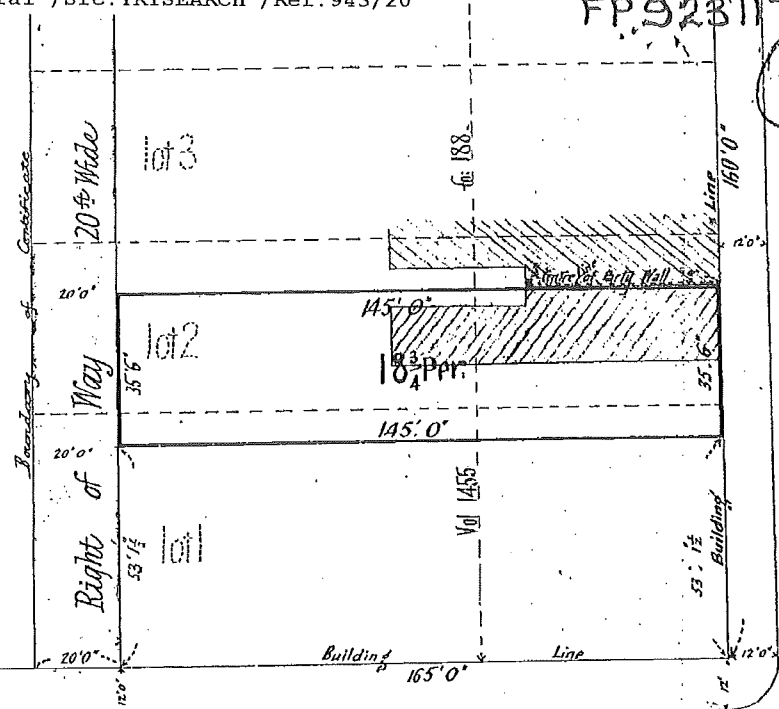
Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

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

9773 27600

[Price, 6d.]

Ph. Liberty Plains Co. Cumberland.



37

Philip W. Lyttle
at New York 31/10
Sydney

Wm. S. Appleton
Transferor.

Срѣтѣніе
изъ Купца и др.

(Who will also sign Declaration in accordance with Dower Note
at the top of the 1st page.)

A. F. Russell

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "c" in margin.
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

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

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.*

See note "a" page 1.
This, when filled up,
should be signed by
the Transferrer.
A very short note of
the particulars will
suffice.

N^o 358090 Grant of Right of Way James Faulks
to Alvina Johanna Elizabeth Becker over
the piece of land 20 feet wide colored
brown on the plan endorsed on the
Certificate of Title

*Witness
George Thompson*

Wm. S. Appleton
Transferrer.
(See note p.)

FORM OF DECLARATION BY ATTESTING WITNESS.*

Appeared before me at

, the

day of

, one thousand nine hundred and

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

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

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

- q May be made before
either Registrar-
General, Deputy
Registrar-General, a
Notary Public, J.P.,
or Commissioner for
Affidavits.
Not required if the
instrument itself be
made or acknowledged
before one of these
parties.
- r Name of witness and
residence.
- s Name of Transferrer.
- t Name of Transferrer.

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

No. 362743 Memorandum of Transfer of
18³/₄ per. part of lots 192 sec. 6 of
David & Wilsons subdiv in
subdivn 1st of Liberty Plains Co
of Cumberland
Together with a right of way

Lodged by

(Name) Thomas J. Dickson,
Solicitor,
(Address) 127 King St. Sydney.

W. T. Appleton

Transferor.

David Fullerton Russell

Transferee.

Particulars entered in the Register Book, Vol. 1455

Folio 188

the 11th day of May 1903,
at 12 minutes 12 o'clock

in the noon
W. T. Appleton
Deputy Registrar General.

	DATE	INITIALS
SENT TO DRAFTING DRAWING	MAY 7 1903	TH
REMOVED FROM RECORDS		
NOT WRITTEN	11 da	TH
DRAFT EXAMINED	12	TH
RETURNED TO RECORDS		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED	20.5.3	TH
CERTIFICATE COMPLETE	26.5.3	TH
CERTIFICATE EXAMINED	27.5.3	TH
ACCOUNTANT		
DEPUTY REGISTRAR GENERAL	MAY 30	TH
VOL 1470	67	

362744

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional fee; but to save this expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subdividing residue.
Tenants in common must receive separate Certificates. A fee will be required for each additional Certificate.
The fees on Transfer are 10s. and 5s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order directed before a Magistrate.

N.B.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1862, ARE, *Ex Officio*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT, AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

Transfer *301* *McEwen* *New South Wales.*

Endorsement
Certificate



362744Y

MEMORANDUM OF TRANSFER



NEW SOUTH WALES
PROPERTY ACT, 1900

362744



81 8121

1 SIMPLE

a Name, residence, occupation, or other designation, in full, of Transferor.

Dower should be negatived, or the contingent interest will be noted on the new certificate. A statutory declaration should accompany, stating whether the Transferor be married, and, if so, the date of marriage. If before January, 1837, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1838 no dower attaches.

I, *William Thomas Appleton of Sydney*
Wholesale Manufacturing Confectioner

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

being registered as the proprietor of an Estate in fee simple^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c—in consideration of *one hundred and sixty*

c All subsisting encumbrances must be noted hereon. (See page 3.)

six pounds thirteen shillings and fourpence (£166:13:4)

d If the consideration be not pecuniary, alter accordingly.

paid to me by: *Ellen Rosina McEwen of Sydney Spinster*

e Name, residence, occupation, or other designation of transferee.

the receipt whereof I hereby acknowledge,

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

PLAN REFILED IN
PLAN ROOM AS F.P.
923118

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

do hereby transfer to the said *Ellen Rosina McEwen for her separate use*

g Area, in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing *mulken perches or thereabouts* situate in *the Borough of Auburn Parish of Liberty Plains and County of Cumberland*

h Parish or town, county.

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

being *part* of the land comprised in *Certificate of Title*

j "Crown Grant," or "Certificate of Title."

dated *the 6th day of March 1903* registered volume No. *1455*

k Repeat if more than one.

folio *188* and being *the whole of the land delineated*

These references will suffice, if the whole land in the grant or certificate be transferred.

and described on plan hereon endorsed by Mr

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description and plan will be required and may be inserted or annexed with this prefix:—"as delineated in the plan hereon (or annexed hereto) and described as follows," viz.:

Licensed Surveyor Rygate and thence edged red

Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

together with full and free liberty and license for the said

Ellen Rosina McEwen her heirs and assigns and her and their

servants and workmen and for all other persons authorized by her

or them with or without (labored) carts and carriages horses and other

animals by night and by day to drive and operate and labor upon

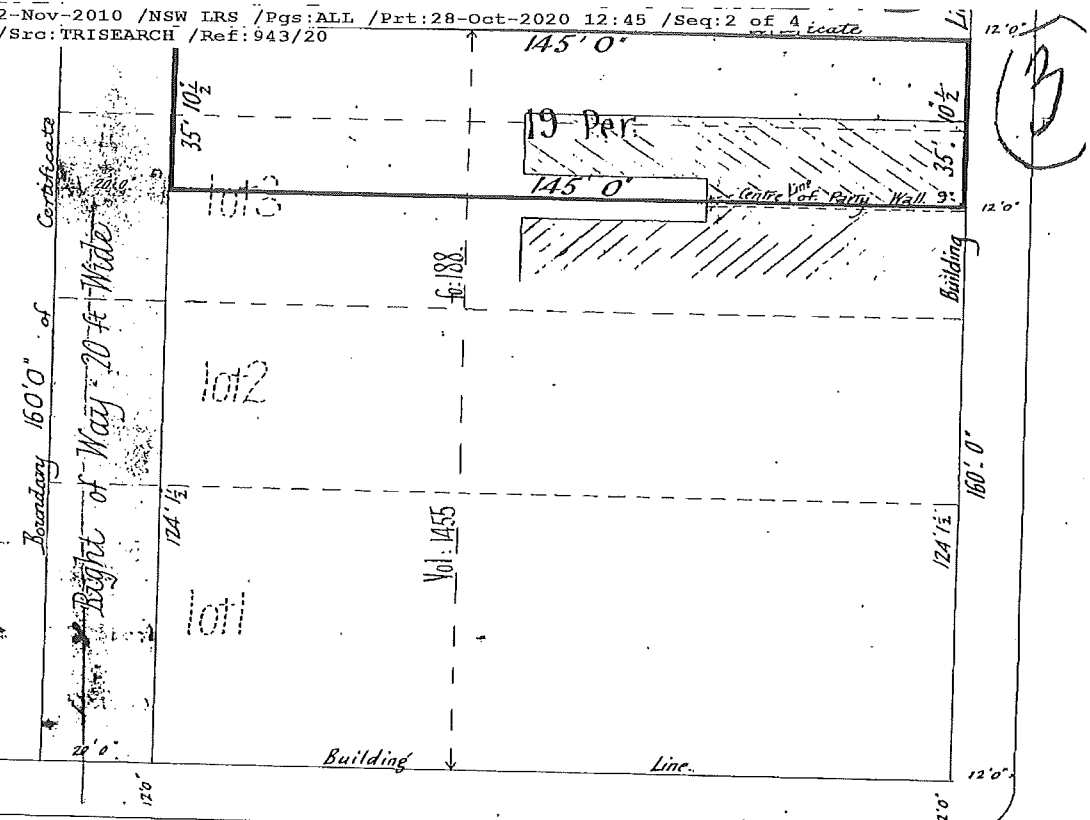
down to and fro and upon the right of way colored brown

on the said plan hereon endorsed.

Any provision in addition to, or modification of, the covenants...

This Plan is prepared & by Mr. W. L. ...
Registered in his declaration made before
this day & which declaration attached &
Signed 30th April 1923

Ph. Liberty Plains Co. Cumberland.



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

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

Repeat attestation for additional parties if required.

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

shd. p. 99
8/13
2/12

Beatrice

St

In witness whereof, I have hereunto subscribed my name, at Sydney the thirtieth day of April in the year of our Lord one thousand nine hundred and twelve

Signed in my presence by the said

William Thomas Appleton

WHO IS PERSONALLY KNOWN TO ME

Signed

George W. Miller

127 King St Sydney

(Who will also sign Declaration in accordance with Dower 1 at the top of the 1st page.)

Philip W. Hughes
Notary Public

Wm. J. Appleton
Transferor

Signed in my presence by the said

Ellen Rosina McEwen

WHO IS PERSONALLY KNOWN TO ME

George W. Miller

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

G. H. McEwen
Transferee

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50, and to damages recoverable by parties injured.)

See note "c," page 1:
This, when filled up,
should be signed by
the Transferrer.
A very short note of
the particulars will
suffice.

No 358090 Grant of Right of Way James Faulko
to Alvina Johanna Elizabeth Becker over
the piece of land 20 feet wide colored
brown on the plan endorsed on the
Certificate of Title

*Witness
Goulding*

W. J. Appleton
Transferrer.
(See note p.)

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at

the

day of

, one thousand nine hundred and

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

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

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

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

Name of witness and
residence.

Name of Transferrer.

Name of Transferrer.

19 per. part of lots 3 & 4 of sec. 6
of Baird & Wilsons Subd. in Auburn
pt. of Liberty Plains Co. of
New South Wales.
together with a right of way.

Lodged by

(Name) Thomas J. Dickson,
Solicitor;
(Address) 127 King St. Sydney.

W. L. Appleton

Transferor.

Ellen Rosina McEwen

Transferee.

Particulars entered in the Register Book, Vol. 1455

Folio 188

the 14th day of May, 1903
at 12 minutes 12 o'clock
in the noon.

Deputy Registrar General.

SENT TO DRAFTING BRANCH	MAY 7 - 1903	HS
RECEIVED FROM RECORDS	MAY 7-10	WELL
DRAFT WRITTEN	11 do.	WELL
DRAFT EXAMINED	do	WELL
RETURNED TO RECORDS	12	WELL
RETURNED FROM RECORDS	20-5-3	WELL
CERTIFICATE ENDORSED	26-5-3	SLP
DIAGRAM COMPLETE	27-5-3	WELL
CERTIFICATE EXAMINED	"	WELL
ACCOUNTANT	"	WELL
DEPUTY REGISTRAR GENERAL	MAY 30	WELL
VOL. <u>1470</u> FOL. <u>68</u>		

362743

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate substituting residus.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on Transfers are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residus. By the Amendment Act of 1875, the purchaser is not compelled to take out Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

REGD 30 OCT 1923 1.30 PM
New South Wales.
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)
I, WILLIAM THOMAS HILLARD of Sydney
Violence Manufacturing Confectioner

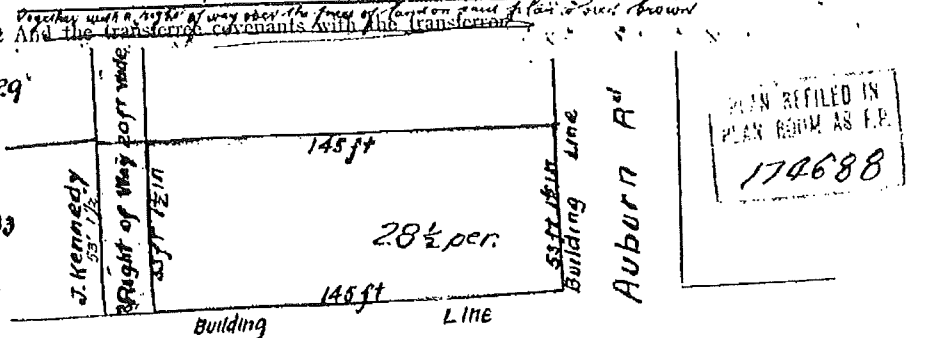
(This instrument is to be deposited in the transfer book)

B 10122
If the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only be transferred, the plan annexed hereto, or "being the plan of the land in certificate (or grant) registered" shall be referred to. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with section 84 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of Two thousand and sixty pounds (£2060.00) (the receipt whereof is hereby acknowledged) paid to me by FRANK REGINALD HILLARD of Sydney Confectioner and in consideration of TWO THOUSAND FIVE HUNDRED POUNDS (£2500) (the receipt whereof is also hereby acknowledged) paid to the said Frank Reginald Hillard by ARTHUR SUTCLIFFE NICOLLE of Auburn, Builder F.P. 174688

do hereby transfer to the said transferee by direction of said Frank Reginald Hillard ALL such Estate and Interest in ALL THE land mentioned in the schedule following:-

(c)	County.	Parish.	State if Whole or Part	Vol.	Fol.
	Cumberland	Liberty Plains	part of the land in Certificate of Title as shown on sketch annexed and thereunto referred	1474	172 ✓



Beatrice St

ENCUMBRANCES, &c., REFERRED TO:
A very short note will suffice:
26.10.23 of 2060.00 £ of right of way from transfer to Arthur Hillard
26.10.23 of 2500.00 £ of right of way from Arthur Hillard to Frank Reginald Hillard
26.10.23 of 2500.00 £ of right of way from Frank Reginald Hillard to Arthur Hillard
26.10.23 of 2500.00 £ of right of way from Arthur Hillard to Frank Reginald Hillard

Signed at Sydney the twenty-eighth day of October 1923
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
A. J. Jackson
Signed in my presence by the said FRANK REGINALD HILLARD who is personally known to me:
A. J. Jackson

Repeat attestation if necessary.
If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."
Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME
P. R. Hillard
Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
P. R. Hillard
Solicitor for Transferee, where signature cannot be obtained without delay.

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

Dated at this day of 192

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

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 192

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER of

Acres... roads... 28 1/2 perches. being part of lot 1 see 6 of land Wilsons Subdiv with Ref Way. Shire Auburn Municipality Parish Liberty Plains County

Arthur Sutcliffe Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

Particulars entered in Register Book, Vol. 1474 Fol. 172.

the 6th day of November 1921 at minutes 12 o'clock in the noon.

Registrar General

PROGRESS RECORD.

Sent to Survey Branch ...	28/11/21
Received from Records ...	28/11/21
Draft written ...	28/11/21
Draft examined ...	28/11/21
Diagram prepared ...	28/11/21
Diagram examined ...	28/11/21
Draft forwarded ...	28/11/21
Supt. of Engravers ...	28/11/21
Cancellation Clerk ...	28/11/21
VOL. 3528	FOL. 37
Diagram Fees ...	
Additional Folios ...	

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

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

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

The fees are:—Lodgment fee 12/6 (in full enforcement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued, unless the contribution is over 5/00, in which case the Certificate fee will be 1/6 3/4. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

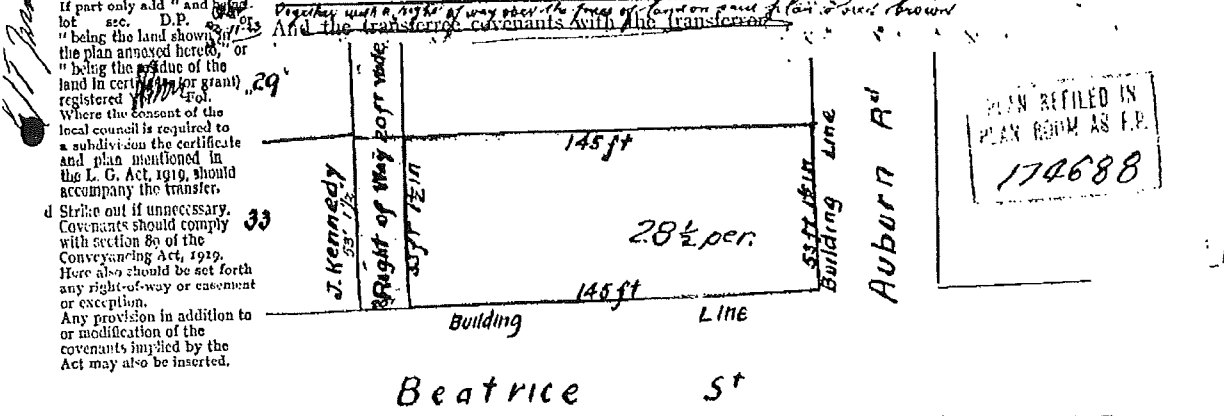
If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transfer may take out a new Certificate for the whole.

REGD 30 OCT 1923 1.3 PM
New South Wales.
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900)
I, WILLIAM THOMAS MILLARD of Sydney
Violentia Manufacturing Confectioner

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of *two thousand and fifty pounds* (£2050.00) (the receipt whereof is hereby acknowledged) paid to me by FRANK REGINALD MILLARD of Sydney Esq. in consideration of TWO THOUSAND FIVE HUNDRED POUNDS (£2500) (the receipt whereof is also hereby acknowledged) paid to the said Frank Reginald Millard by ARTHUR SUTCLIFFE NICOLLE of Auburn, New South Wales F.P. 174688

do hereby transfer to the said transferee by direction of said Frank Reginald Millard ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part	Vol.	Fol.
	Cumberland	Liberty Plains	part of the land in Certificate of Title as shown on sketch known enclosed and thereunto referred	1174	172 ✓



ENCUMBRANCES, &c., REFERRED TO:
A very short note will suffice:
26.8.23
27.11.23
Trans of Rights of way subject to the Grants Nos 58090, 362723, 532746

Signed at Sydney the twenty-eighth day of October 1923
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
Signed in my presence by the said FRANK REGINALD MILLARD who is personally known to me:
Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."
Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME
Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

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

Dated at this day of 192

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

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 192

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER of

Acres. 28 1/2 perches, being part of lot 1 see 6 of board. Wilsons Subdn with Ref Way. Shire Auburn Municipality Parish Liberty Plains County

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

Arthur Sutcliffe Receiver Transferee.

Particulars entered in Register Book, Vol. 14/4 Fol. 172.

the 6th day of November 1921 at minutes 12 o'clock in the noon.

Registrar General

PROGRESS RECORD.

Sent to Survey Branch ...	28/11/21
Received from Records ...	28/11/21
Draft written ...	28/11/21
Draft examined ...	28/11/21
Diagram prepared ...	28/11/21
Diagram examined ...	28/11/21
Draft forwarded ...	28/11/21
Supt. of Engrossers ...	28/11/21
Cancellation Clerk ...	28/11/21
VOL. 3528	FOL. 37
Diagram Fees ...	
Additional Folios ...	

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

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

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

The fees are:—Lodgment fee 12/6 (14 tabs endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the contribution is over 25/0, in which case the Certificate fee will be 1/1 3/4. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

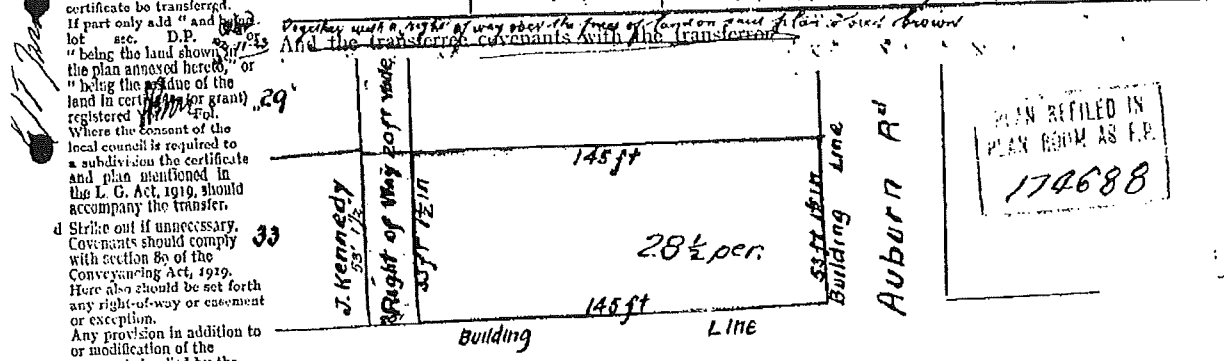
REC'D 30 OCT 1923 1.30 PM
New South Wales
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)
I, WILLIAM THOMAS MILLARD of Sydney
Violence Manufacturing Confectioner

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of *Two thousand and sixty pounds* (£2060.00) (the receipt whereof is hereby acknowledged) paid to by

him by FRANK REGINALD MILLARD of Sydney Esq. and in consideration of TWO THOUSAND FIVE HUNDRED POUNDS (£2500) (the receipt whereof is also hereby acknowledged) paid to the said Frank Reginald Millard by ARTHUR SUTCLIFFE NICOLLE of Auburn, N.S.W. *F.P. 174688*

do hereby transfer to the said transferee by direction of said Frank Reginald Millard ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

(s)	County.	Parish.	State if Whole or Part	Vol.	Fol.
	Cumberland	Liberty Plains	part of the land in Certificate of Title as shown on that plan endorsed and thereon edged red	1174	1721



Beatrice St

ENCUMBRANCES, &c., REFERRED TO:
A very short note will suffice.
26.10.23
2.11.23

Signed at Sydney the twenty-first day of October 1923
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
Signed in my presence by the said FRANK REGINALD MILLARD who is personally known to me:
Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."
Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME
Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
Solicitor for Transferee.

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

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER of

Acres... roads... 28 1/2 perches. being part of lot 1 see 6 of board. Wilsons Subdiv with Ref Way.
Shire Auburn
Municipality
Parish Liberty Plains County

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

Arthur Sutcliffe Transferree.

Particulars entered in Register Book, Vol. 1474 Fol. 172.

the 6th day of November 1921
at minutes 72 o'clock in the noon.

Registrar General

PROGRESS RECORD.

Sent to Survey Branch ...	11/11/21
Received from Records ...	11/11/21
Draft written ...	11/11/21
Draft examined ...	11/11/21
Diagram prepared ...	11/11/21
Diagram examined ...	11/11/21
Draft forwarded ...	11/11/21
Supt. of Engrossers ...	11/11/21
Cancellation Clerk ...	11/11/21
Vol. 3528 Fol. 37	
Diagram Fees ...	
Additional Follis ...	

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

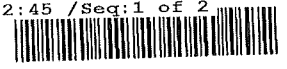
If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

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

The fees are:—Lodgment fee 1/6 (in cases endorsement on first certificate), and 1/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued, unless the consideration is over £100, in which case the Certificate fee will be 1/3. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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



B571126L

REC'D
B.571126

14.2.97

not be disclosed in

estate, strike out "in
the," and interline the
alteration.

00227C

WILLIAM JAMES ENNEVER of Sydney
Manufacturing Confectioner

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described,
subject, however, to such encumbrances, liens and interests as are notified hereunder in
consideration of One Thousand Six hundred and Seventy five pounds
(£1675) (the receipt whereof is hereby acknowledged) paid to me by

WILHELMINA GRIMM, MARGURITTA GRIMM, AND HANNAH GRIMM all of Auburn
Spinsters

(herein called transferee)

or more, state
as joint tenants or
in common.

he references cannot
veniently inserted, a
annexure (obtainable
O.) may be added.
inure must be signed
parties and their sig-
s witnessed.
references will suffice if
ole land in the grant or
ato be transferred.
only add "and being
sec. D.P." or
the land shown in
annexed hereto," or
the residue of the
certificate (or grant)
ed Vol. Fol.
the content of the
ouncil is required to
division the certificate
an mentioned in
Act, 1919, should
why the transfer.

out if unnecessary.
nts should comply
ction 29 of the
ancing Act, 1919,
also should be set forth
ght-of-way or easement
option.
rovision in addition to
lication of the
nts implied by the
y also be inserted.

do hereby transfer to the said transferee as joint tenants
ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Liberty Plains	Part, namely the land shown on the plan annexed hereto and marked B on such plan	3528	29

Together with a right of way in common with all other persons entitled thereto over the land colored brown on the said plan and appearing to the Registrar a right of way over that part of the land hereby transferred and which is colored brown and black on the said certificate of title which right of way is appurtenant to the land marked A in the said plan

Tolson

C/D

Also plan of Sub
Regd. No. 18620

y short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.

*Rights of way noted on certificate of title as set out in Transfers
Numbers 358090, 362743, and 362744 and B 10122*

Signed at *Sydney* the *seventh* day of *February* 1927
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME
A. J. Dickson
A. J. Dickson Sydney

PLAN REFILED IN
PLAN ROOM AS
318620

Transferor *

*Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Wilhelmina Grimm
Marguritta Grimm
Hannah Grimm
Transferee.

John A. Lee
John A. Lee

CONSENT OF MORTGAGEE.

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

mortgagee under Mortgage No.

Dated at _____ this _____ day of _____

192

Mortgagee.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

This form is appropriate delegation u Trustees De Powers Act, the Executi 1917.

Strike out u words. Add matter neces show that th effective.

FORM OF DECLARATION BY ATTESTING WITNESS.

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

May be mad either Regis General, De Registrar-G Notary Publ Commission Affidavits. Not require instrument i made or ack before one o parties.

MEMORANDUM OF TRANSFER OF

Acres _____ Rods _____ Perches _____
Lot B in plan annexed (Auburn Rd.)
(Plots 1, 2 & 3 Sec 6, New South Wales)
(Log area 1000 sq ft)
Municipality Auburn
Parish Liberty Plains County ...
Wilhelmina Grimm Joint
Maggaretta Grimm Tenants
Adina Grimm Transferres

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor.
<u>Plan & Map</u>	<u>...</u>	<u>...</u>
<u>...</u>	<u>...</u>	<u>...</u>

Particulars entered in Register Book, Vol 328 Fol. 29

the 1st day of November 1927
at _____ minutes 12 o'clock in the noon.

B 571126

PROGRESS RECORD.

	Date.
Sent to Survey Branch	23.10.27
Received from Reco	23.10.27
Draft written	23.10.27
Draft examined	23.10.27
Diagram prepared	23.10.27
Diagram examined	23.10.27
Draft forwarded	23.10.27
Sup't of Engrossers	23.10.27
Cancellation Clerk	23.10.27
VOL. 4074	FOL. 24
Diagram Fees	...
Additional Folios	...

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Add 10s. fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

Fees:—
Lodgment 1/10
Endorsement 2/6
Certificate 2/10
Cons. 10
Plan. 1



MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

H22952N

WE

I, HENRY ROBERT HEDGES and STANLEY NELSON HEDGES

Auburn Hardware Merchants as tenants in common
being registered as the proprietor of an estate in fee simple in the land hereinafter described,
subject, however, to such encumbrances, liens and interests as are notified hereunder, in
consideration of Three Hundred pounds

(£300.00) (the receipt whereof is hereby acknowledged) paid to us by
HENRY WILLIAM AIKEN Warehouseman and ERIC AIKEN of Roseville,
Clerk.

(herein called transferees)

do hereby transfer to the said transferees as joint tenants
ALL such OUR Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Liberty Plains	Part	6170	188 & 189	The land edged green on plan hereunto annexed marked "A". Riding action taken SEE P. 382914

And the said transferees do hereby acknowledge that the said land is transferred to them as joint tenants
appurtenant to the residue of the land in the above Certificates of Title a right of carriage way over the land hereby transferred.

ENCUMBRANCES, &c., REFERRED TO:

Nil.

Signed at Auburn the 19th day of September 1952.
Signed in my presence by the transferors

WHO ARE PERSONALLY KNOWN TO ME

Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

Victor H. C. P. Solicitor for
the Transferees whose signatures cannot
be obtained without difficulty and
delay.

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently
certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name,
and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a
liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the
Transferee must accept personally.

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

ORIGINAL 93824

Municipality/Shire of AUBURN

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32, FORM 1.

Certificate No. 30/52

COUNCIL CHAMBERS,

AUBURN,

11th August 1952.

APPLICANT

(Name) KATH E. WILLIAMS & DYCE,
(Surname First)

(Address) 12 Auburn Road,
AUBURN.

OWNERS

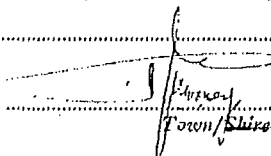
(Name) AIKEN H.W. & E. & HEDGES, H.R. & S.N.,
(Address) 18 Addison Avenue, 3 Station Road,
ROSEVILLE, AUBURN.

NEW ROAD (Particulars) NIL

SUBDIVISION (Particulars) Part Lot 4 and Lot 5 of Section 6 Caird & Wilson's Subdivision,
being land in Certificates of Title Vol. 6170 Folios 128, 129 and Vol. 4829 Folio 52
Auburn Road, Auburn, into lots "A" and "B" as per attached plan.

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), have been complied with by the above-named applicant in relation to the proposed Subdivision above described and more particularly set out on the accompanying plan bearing the Council's Seal and marked "Plan approved by Council, Covered by Council Clerk's Certificate No. 30/52 of 11/8/52."


Town/Shire Clerk.

793824

LODGED BY LAYTON, J. A. M. A. N. U.
CONSSENT OF MORTGAGEE.
(N.B.—Before execution read marginal note.)
138 LIVERPOOL ST
SYDNEY

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

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 ____
Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 19 ____
Signed in the presence of— _____

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

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

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
N	Reserving right of carriage	To be filled in by person lodging dealing.
Checked by	Particulars entered in Register Book, Volume 6110 Folio 518r, 189	1 Plan
Passd (in S.D.B.) by	the 1st day of August 1953 at _____ minutes past 12 o'clock in the _____ noon.	2 Cert. 30/52
Signed by	J. H. P. Registrar-General	3
		4
		5
		6
		7

EXTRA FEES
10/-
Diagram
31 AUG 1953
Extra folio

PROGRESS RECORD.

	Initials	Date
to Survey Branch...		
lved from Records...		
written ...		3/7/53
examined...		1/7/53
am prepared		13-8-53
am examined		19/8
forwarded		
of Engrossers		
lation Clerk		26/8

6708

703

EXECUTION OUTSIDE NEW SOUTH WALES.

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

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

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

The fees are:—Upon lodgment (a) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 2/- for each additional Certificate included in the Transfer, (b) 1/- to 10/- for each new Certificate of Title issued, (c) 5/- where the Transfer contains covenant purporting to affect the use of any land, (d) 15/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

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 1 sheet)

Plan of easement to drain water
3 wide within Lot A in DP
318620.

DP1063346

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

E. K. Nominees Pty Limited
Suite 5308
Level 53
MLC Centre
19 Martin Place
Sydney 2000

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 to drain water 3 wide.	Lot A DP 318620 (F.I. A/318620)	Lot 100 DP 1040524 (F.I. 100/1040524)

Part 2 (Terms)

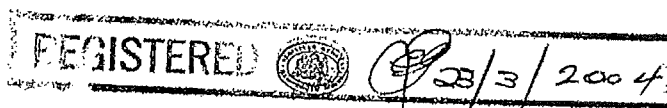
NAME OF PERSONS empowered to release, vary or modify terms of easement numbered 1 in the plan:

Auburn Council

Executed by E. K. NOMINEES PTY
LIMITED pursuant to section 127 of the
Corporations Law by: ACN 000852540

Erwin Katz.
Name: ERWIN KATZ
(Director)

Antonio Marocco
Name: ANTONIO MARCOCCI
(Secretary)



Form: 07L
Release: 2.0
www.lands.nsw.gov.au

LEASE

New South Wales
Real Property Act 1900



AN374044M

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to use the information provided on 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.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Certificate of Title (E1) 1000/1233089 in DP 1243436
PART being the premises shown as (E) and (E2) on 1000/1222080 the plan annexed marked "A" together with the right of way and easement referred to in Clauses 1 and 2 of Annexure "A".
to 5

(B) LODGED BY

Document Collection Box	Name, Address or DX and Telephone Settlements Express PO Box 242 Yagoona NSW 2199 392 C Reference: Goldenia Settlements - 434583	CODE L
-------------------------	--	-----------

(C) LESSOR

GOLDENIA DEVELOPMENTS PTY LTD ACN 184 693 181

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

RELODGED

(F)

TENANCY:

(G) 1. TERM 50 years

15 AUG 2013

2. COMMENCING DATE 23.3.2018

3. TERMINATING DATE 22.3.2068

4. With an OPTION TO RENEW for a period of N.A.

TIME: 3.00

set out in clause of Memorandum AK980904

5. With an OPTION TO PURCHASE set out in clause N.A. of N.A.

6. Together with and reserving the RIGHTS set out in clause 1 & 2 of Annexure "A"

7. Incorporates the provisions or additional material set out in ANNEXURE(S) N.A. hereto.

8. Incorporates the provisions set out in memorandum recorded in the Department of Lands, Land and Property Information Division as No(s) AK980904

9. The RENT is set out in clause No. of

[Handwritten signature]

[Handwritten signature]

DATE

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

Corporation: Goldenia Developments Pty Ltd ACN 164 693 181

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:



Signature of authorised person:

Name of authorised person: Mark Merhi

Name of authorised person:

Office held: Sole Director/Secretary

Office held:

I certify that I am an eligible witness and that an authorised officer of the lessee signed this dealing in my presence [See note * below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:

Authorised officer's name: For execution by Lessee see page 3

Address of witness:

Authority of officer:

Signing on behalf of:

(I) STATUTORY DECLARATION *

I.

solemnly and sincerely declare that---

1. The time for the exercise of option to renew in expired lease No. has ended; and
2. The lessee under that lease has not exercised the option.

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

Made and subscribed at

in the State of New South Wales on

in the presence

of

☐ Justice of the Peace (J.P. Number:)

☐ Practising Solicitor

☐ Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using the identification document and the document I relied on was a

Signature of witness: _____

Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

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

Annexure A to LEASE

Parties:

GOLDENIA DEVELOPMENTS PTY LTD ACN 164 693 181 and ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

Dated

The Lessee shall have the benefit of the following rights:

- in DP124 3436*
- 1 A RIGHT OF WAY over the land shown as "R1 and R2" ~~on the plan annexed and marked "A"~~ on the terms contained in clause 18(a) of Memorandum AK980904 filed in Land & Property Information NSW.
- 2 An EASEMENT FOR ELECTRICITY WORKS and other Purposes, variable width and limited in stratum over the land shown as "E1 and E2" ~~on the plan annexed and marked "A"~~ on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land & Property Information NSW. *in DP124 3436*
- 3 An EASEMENT FOR ELECTRICITY WORKS and other Purposes - Earthing Cables 0.5 wide and limited in stratum shown as "EC2 and EC4" ~~on the plan annexed and marked "A"~~ on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land & Property Information NSW. *in DP 124 3436*
- 4 An EASEMENT FOR ELECTRICITY WORKS and other Purposes - Earthing Cables ~~0.5~~ *0.35* wide and limited in stratum shown as "EC1 and EC3" ~~on the plan annexed and marked "A"~~ on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land & Property Information NSW. *in DP124 3436*
- 5 An EASEMENT FOR ELECTRICITY WORKS and other Purposes - Earthing Electrodes 3.95 wide and limited in stratum shown as "ER" ~~on the plan annexed and marked "A"~~ on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land & Property Information NSW. *in DP124 3436*

Signed sealed and delivered for and on)
behalf of Alpha Distribution Ministerial)
Holding Corporation:)

)
) Signature of Agent for Michael Pratt,
) NSW Treasury Secretary (NSW Treasurer's
) delegate under delegation dated
) 24 November 2015), on behalf of Alpha
) Distribution Ministerial Holding
) Corporation

[Signature]
Signature of Witness

ANGELO KRIVETOS
Name of Agent in full

KEVIN PEK
Name of Witness in full

126 Phillip Street Sydney NSW 2000
52 Martin Place

SIGNED Goldenia Developments Pty Ltd ACN 164 693 181
Authority: Section 127 Corporations Act 2001

[Signature]
Sole Director/Secretary
Mark Merhi

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Bpik: 4376-Folio: 410 by
PHILLIP MONSIEUR
who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power.

[Signature]
Signature of Attorney
In the presence of

[Signature]
Signature of Witness

HELENA CHENG
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

FILM WITH AN374044

sparke
HELMORE
LAWYERS

28 March 2018

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of lease
from Goldenia Developments Pty Ltd**

Property: 93-105 Auburn Road, Auburn

Caveat No.: AM095123

Our ref: HEM/AUS096-01112

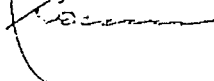
On behalf of Ausgrid (now ADMHC) we lodged caveat AM095123 to protect ADMHC's interest
under a Deed of Agreement for Easement.

We are instructed to consent to the registration of a lease and plan for lease purposes prepared
by Giuseppe John Bottaro, surveyor (**Surveyor's Reference 1224-3**).

Caveat AM095123 should be removed from the title on the registration of the Lease.

If you require any additional information please contact our office.

Yours faithfully



Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman & Partner responsible:
Mark Hickey

Newcastle
Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | melbourne | newcastle | perth | sydney | upper hunter

HEMWYM63813443\1

Form: 01TG
Release: 3.1

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900

AN799401T

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.

Plan fee raised

(A) **TORRENS TITLE**

Servient Tenement 1000/1233089	Dominant Tenement 33/6/982836 and 32/655439
-----------------------------------	--

(B) **LODGED BY**

Document Collection Box 392C	Name, Address or DX, Telephone, and Customer Account Number if any SYDNEY LEGAL AGENTS 392 C LLP : 128005 Y Reference: <i>JET. EXP. 459834</i>	CODE TG
---------------------------------	---	-------------------

(C) **TRANSFEROR**

GOLDENIA DEVELOPMENTS PTY LTD (ACN 164 693 181)

(D)

The transferor acknowledges receipt of the consideration of \$
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

EASEMENT TO DRAIN WATER (1.0 WIDE) AND DESCRIBED IN ANNEXURE A AND DESIGNATED (DE) ON THE PLAN IN ANNEXURES B

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable):

(G) **TRANSFeree**

BERLEYNA GROUP PTY. LIMITED (ACN 149 699 605)

DATE

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

Company: GOLDENIA DEVELOPMENTS PTY LTD (ACN 164 693 181)
Authority: section 127(1) of the Corporations Act 2001

Signature of authorised person:



Signature of authorised person:

Name of authorised person:
Office held:

MARK MERHI
Sole Director/Secretary

Name of authorised person:
Office held:

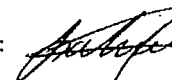
Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: BERLEYNA GROUP PTY. LIMITED (ACN 149 699 605)
Authority: section 127(1) of the Corporations Act 2001

Signature of authorised person:



Signature of authorised person:



Name of authorised person: MURAT SAHIN
Office held: Director

Name of authorised person: FADIME SAHIN
Office held: Secretary

100/1233089 econsent C61603 for Tax2 by Dentons on 12/10/18.
CT PROD / econsent C617024 for Tax2 by Dentons on 06/11/18. ✓ 33/6/982836

Annexure A to TRANSFER GRANTING EASEMENT

Parties: **From GOLDENIA DEVELOPMENTS PTY LTD (ACN 164 693 181)**
 to BERLEYNA GROUP PTY. LIMITED (ACN 149 699 605)

Date: _____

Terms of the Easement to Drain Water

Easement to Drain Water as setout in SCHEDULE 8 Part 3 of the Conveyancing Act, 1991.

TRANSFEROR

Executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to authority specified.

Company: GOLDENIA DEVELOPMENTS PTY LTD (ACN 164 693 181)

Authority: Section 127(1) of the Corporations Act 2001



Signature of authorised person:

Name of Authorised person: **MARK MERHI**

Office held: Sole Director/Secretary

TRANSFeree

Executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to authority specified.

Company: BERLEYNA GROUP PTY. LIMITED (ACN 149 699 605)

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

Name of Authorised person: **MURAT SAHIN**

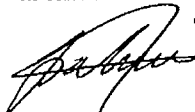
Office held: Director



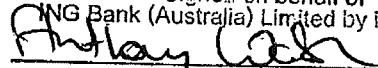
Signature of authorised person:

Name of Authorised person: **FADIME SAHIN**

Office held: Secretary





Signed on behalf of
ING Bank (Australia) Limited by its attorney
 and
David Christopher Carter under
registered power of attorney Book 4730 No 322
who has no revocation of the power of attorney
in the presence of:

Sandy Lec
Dentons
77 Castlereagh Street
SYDNEY NSW 2000

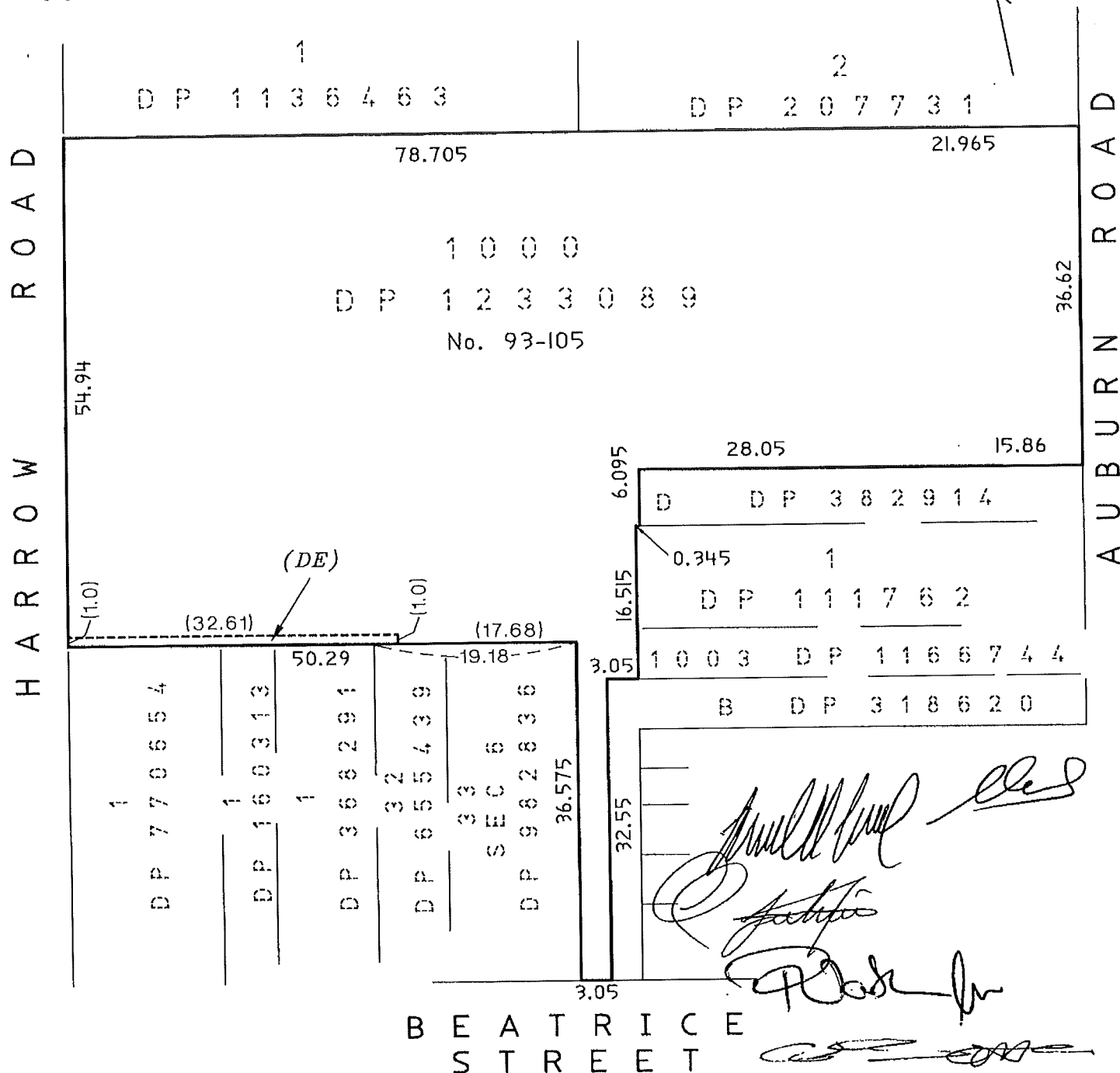
MORTGAGEE

BY ITS EXECUTION, CONSENTS TO THE REGISTRATION OF THIS DOCUMENT

" ANNEXURE B "

PLAN OF PROPOSED EASEMENT TO DRAIN WATER 1.0 WIDE AFFECTING LOT 1000 IN DP 1233089

LGA : CUMBERLAND
 LOCALITY : AUBURN
 PARISH : LIBERTY PLAINS
 COUNTY : CUMBERLAND



(DE) DENOTES PROPOSED EASEMENT
 TO DRAIN WATER 1.0 WIDE

John Bottaro
 Registered Surveyor
 Our Ref : 12224-24
 19 September 2018

FILM WITH AN799401

WINGATE

Level 48, 101 Collins Street
Melbourne, VIC 3000
www.wingate.com.au

20 November 2018

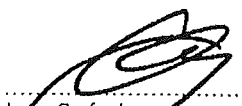
The Registrar General
NSW Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

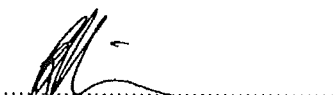
Property: 93-105 Auburn Road, Auburn (1000 in DP 1233089)

We hereby consent to the registration of dealings AN799401 and AN799402 as mortgagee under mortgage AK193406.

Yours sincerely



Leon Gryfenberg
Director
Win Mezz No. 162 Pty Ltd



Ryan Levin
Director
Win Mezz No. 162 Pty Ltd



20 November 2018

The Registrar General
NSW Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) lease of Substations
S77291 and S65863 from Goldenia Developments Pty Ltd**
Property: 93-105 Auburn Road, Auburn
Registered Lease No.: AN374044
Our ref: HEM/AUS096-01476

We act for Ausgrid Asset Partnership, the lessee under registered Lease AK971351 and Ausgrid Operator Partnership, the sublessee under registered Lease AK971352. Details of the entities comprising these partnerships are set out in the annexure together with a **copy** of our letter to the LPI dated 13 September 2017 which has been accepted by LPI Legal providing our authority to issue consents on behalf of ADMHC, AAP and AOP.

We are instructed by AAP and AOP to consent to the registration of:

- (a) a Transfer Granting Easement lodged at LRS as dealing AN799401; and
- (b) a Transfer Granting Easement lodged at LRS as dealing AN799402.

If you require any additional information please contact our office.

Yours faithfully

Special Counsel responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Contact:
Sidney Landis, Lawyer
t: +61 2 4924 7202
e: sidney.landis@sparke.com.au

Encl.

Newcastle
Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | melbourne | newcastle | perth | sydney | upper hunter

SLX\SLX\66776787\1

Annexure to Lessee Consent

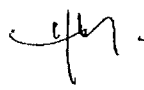
Dealing AK971351

The entity which leases the network infrastructure from the ADMHC under sublease AK971351 is a partnership carried on under the name Ausgrid Asset Partnership ABN 48 622 605 040 by:

- (c) Blue Asset Partner Pty Ltd (ACN 615 217 493) as trustee for the Blue Asset Partner Trust;
- (d) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;
- (e) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;
- (f) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and
- (g) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC Alpha Asset Trust 4.

Dealing AK971352

The entity which leases the network infrastructure from Ausgrid Asset Partnership under sublease AK971352 is a partnership carried on under the name Ausgrid Operator Partnership ABN 48 622 605 040 by:

- (a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;
 - (b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;
 - (c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;
 - (d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and
 - (e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4.
- 

sparke
HELMORE
LAWYERS

COPY

13 September 2017

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir/Madam

Leasehold interests of ADMHC

LPI consent to dealings

Our ref: HEM/AUS096-01476

As you are aware we act for Ausgrid Asset Partnership ABN 48 622 605 493 (AAP) and Ausgrid Operator Partnership ABN 78 508 211 731 (AOP).

As you are also aware ADMHC leases the Network Land to AAP pursuant to registered lease AK 971351 (Head Lease) which in turn subleases that Network Land to AOP pursuant to registered Lease 971352 (Sublease).

AAP has broad powers in relation to Network Leased Land pursuant to clause 2.3 of the Head Lease.

Relying on those powers and in particular the authority given to it pursuant to clause 2.3(c) of the Head Lease, AAP is entitled to exercise or procure the exercise of any of the rights of ADMHC under the Head Lease except to the extent the exercise of those rights are not permissible under the Head Lease.

The granting of consents to LPI dealings by AAP on behalf of ADMHC where ADMHC holds a registered interest in land is a permissible right under the Head Lease.

In those circumstances AAP requests that LPI's practice for obtaining the consent of the registered lessee both where ADMHC is now shown on the register as the lessee and where a lease to Ausgrid or a predecessor in title now records ADMHC as lessee pursuant to a change of name after 1 December 2016, is to obtain a single consent letter from AAP or from AAP's solicitor.

If you wish to discuss this issue further before determining the issue please contact Helen Murray in this office.

Yours faithfully

Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

cc: Ms J Smith, General Counsel, Ausgrid

Newcastle
Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | melbourne | newcastle | perth | sydney | upper hunter

HEM\JBF\61734211\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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 2 sheets)

Plan:

Plan of subdivision of
Lot 100 in DP 1040524 &
Lot A in DP 318620
covered by Subdivision
Certificate No **44/2011**



DP1166744 B

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

E. K. Nominees Pty Limited
Suite 5308
Level 53
MLC Centre
19 Martin Place
Sydney 2000

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	Right of Way 3.05 & 6.095 wide (A)	1001	1003
2	Right of Way 3.05 & 6.095 wide (B)	1001	1002
3	Easement for Services 3.05 & 6.095 wide (C)	1001	1002

Part 2 (Terms)

NAME OF PERSONS empowered to release, vary or modify terms of easement numbered 1, 2 & 3 in the plan:

Auburn Council

X Erum Koutz. X

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 2 sheets)

Plan:

Plan of subdivision of
Lot 100 in DP 1040524 &
Lot A in DP 318620
covered by Subdivision
Certificate No ~~44/2011~~

DP1166744

Executed by E. K. NOMINEES PTY
LIMITED pursuant to section 127 of the
Corporations Law by:

Erwin Katz
Name: ERVIN KATZ
Director

Antonio Marccoli
Name: ANTONIO MARCOCCI
Secretary

REGISTERED



10.1.2012

Form: 01TG
Release: 3-1

TRANSFER
GRANTING EASEMEN
New South Wales
Real Property Act 1900



AN799402R

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. *Plan fee raised.*

(A) TORRENS TITLE	Servient Tenement 1000/1233089		Dominant Tenement 33/6/982836 and 32/655439	
(B) LODGED BY	Document Collection Box <i>392C</i>	Name, Address or DX, Telephone, and Customer Account Number if any 392 C SYDNEY LEGAL AGENTS LLP : 128005 Y Reference: <i>SET. EXP. 459834</i>		CODE TG
(C) TRANSFEROR	GOLDENIA DEVELOPMENTS PTY LTD (ACN 164 693 181)			
(D)	The transferor acknowledges receipt of the consideration of \$ and transfers and grants—			
(E) DESCRIPTION OF EASEMENT	RIGHT OF ACCESS (3.05 & 6.1 WIDE) AND DESCRIBED IN ANNEXURE A AND DESIGNATED (A) ON THE PLANS IN ANNEXURES B & C out of the servient tenement and appurtenant to the dominant tenement.			
(F)	Encumbrances (if applicable):			
(G) TRANSFeree	BERLEYNA GROUP PTY. LIMITED (ACN 149 699 605)			

DATE

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: GOLDENIA DEVELOPMENTS PTY LTD (ACN 164 693 181)
Authority: section 127(1) of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: MARK MERHI
Office held: Sole Director/Secretary

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

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: BERLEYNA GROUP PTY. LIMITED (ACN 149 699 605)
Authority: section 127(1) of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: MURAT SAHIN
Office held: Director

Signature of authorised person: *[Signature]*
Name of authorised person: FADIME SAHIN
Office held: Secretary

1000/1233089 econsent CC61603 for Tax 2 by Dentons on 12/10/18
econsent CC67024 for Tax 2 by Dentons on 06/11/18
33/6/982836

Annexure A to TRANSFER GRANTING EASEMENT

Parties: **From GOLDENIA DEVELOPMENTS PTY LTD (ACN 164 693 181)**
to BERLEYNA GROUP PTY. LIMITED (ACN 149 699 605)

Date: _____

Terms of the Right of Access

1. The body having benefit of this easement may:
 - a. by any reasonable means pass across each lot burdened, but only within the site of this easement, for the purpose of exercising or performing any of its powers, authorities, duties or functions; and
 - b. do anything reasonably necessary for passing across lot, including:
 - i. entering the lot burdened; and
 - ii. taking anything on to the lot burdened; and
 - iii. carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
2. In exercising those powers, the body having benefit of this easement:
 - a. ensure all work is done properly; and
 - b. cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
 - c. cause as little damage as is practicable to the lot burdened and any improvement on it; and
 - d. restore the lot burdened as nearly as is practicable to its former condition; and
 - e. make good any collateral damage.

TRANSFEROR

Executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to authority specified.

Company: GOLDENIA DEVELOPMENTS PTY LTD (ACN 164 693 181)
Authority: Section 127(1) of the Corporations Act 2001



Signature of authorised person:

Name of Authorised person: **MARK MERHI**

Office held: Sole Director/Secretary

TRANSFeree

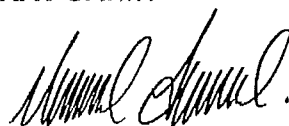
Executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to authority specified.

Company: BERLEYNA GROUP PTY. LIMITED (ACN 149 699 605)
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

Name of Authorised person: **MURAT SAHIN**

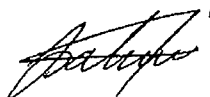
Office held: Director



Signature of authorised person:

Name of Authorised person: **FADIME SAHIN**

Office held: Secretary





Signed on behalf of
ING Bank (Australia) Limited by its attorney
Anthony Cook and
David Christopher Carter under
registered power of attorney Book 4730 No 322
who has no revocation of the power of attorney
in the presence of:

Sandy Lee
Dentons
77 Castlereagh Street
SYDNEY NSW 2000

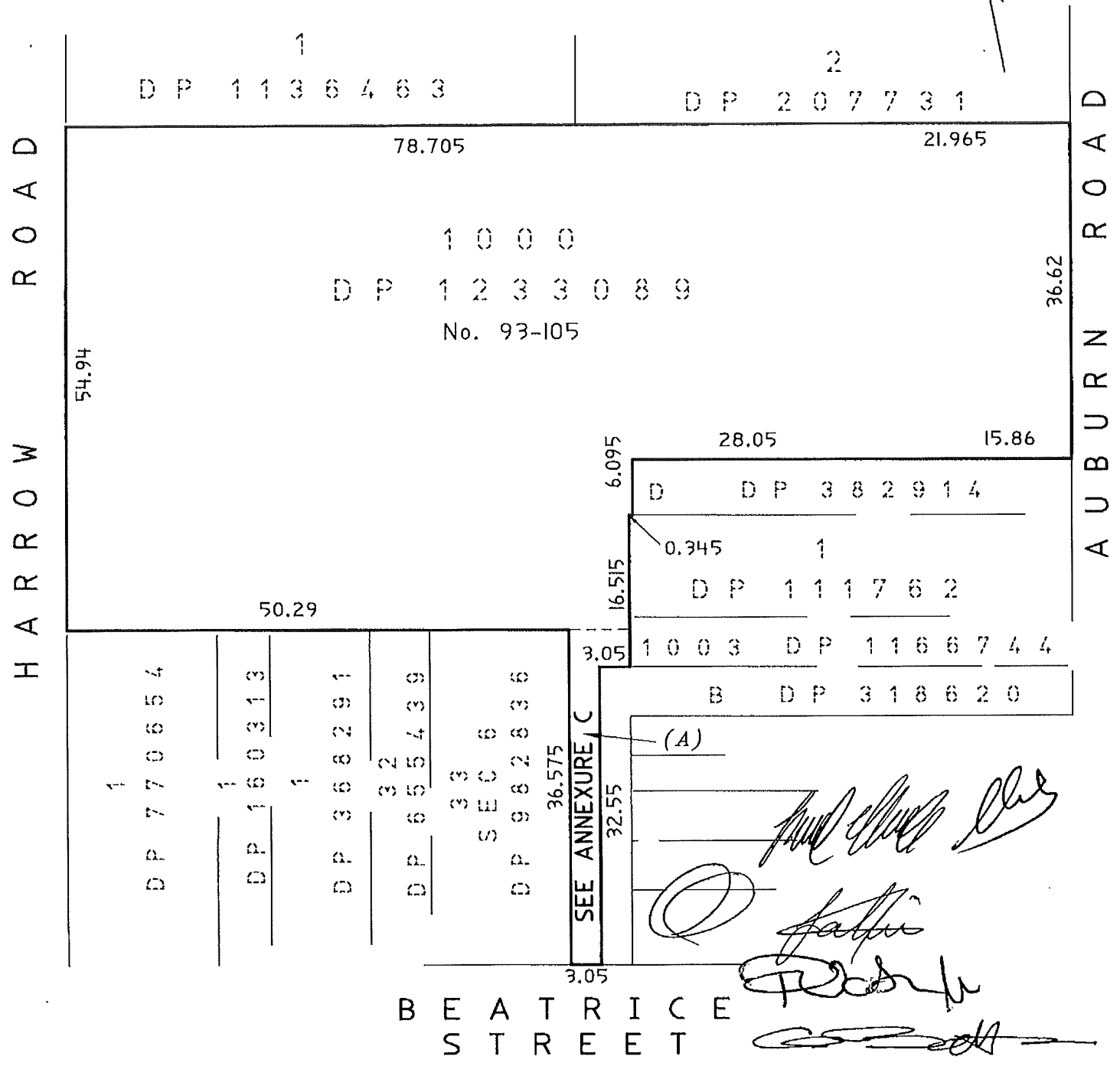
MORTGAGEE

BY ITS EXECUTION, CONSENTS TO THE REGISTRATION OF THIS DOCUMENT

" ANNEXURE B "

PLAN OF RIGHT OF ACCESS 3.05 WIDE & 6.1 WIDE
 OVER LOT 1000 IN DP 1233089

LGA : CUMBERLAND
 LOCALITY : AUBURN
 PARISH : LIBERTY PLAINS
 COUNTY : CUMBERLAND



(A) DENOTES RIGHT OF ACCESS
 3.05 WIDE & 6.1 WIDE

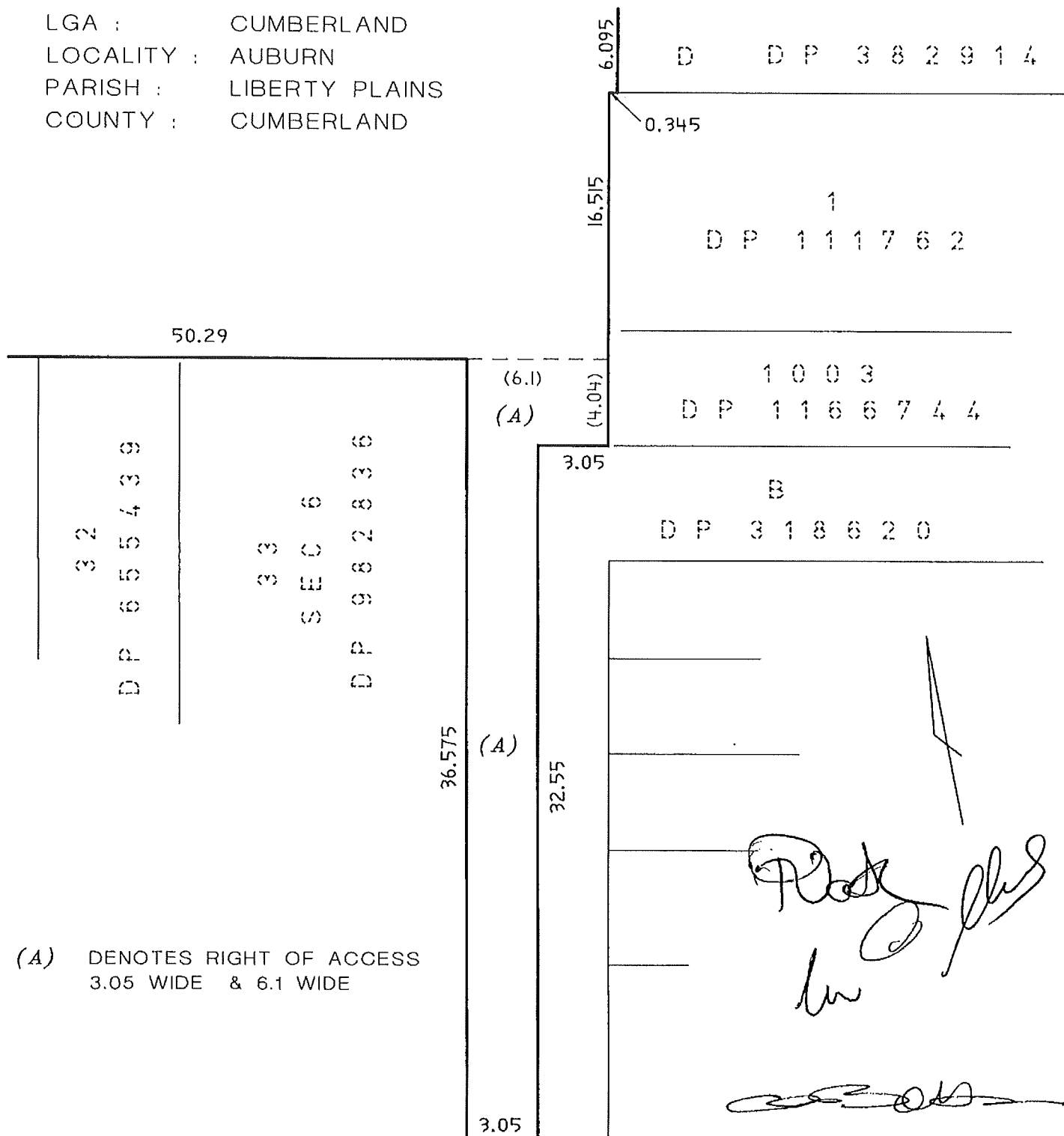
[Signatures]

John Bottaro
 Registered Surveyor
 Our Ref : 12224-23
 18 September 2018

" ANNEXURE C "

PLAN OF RIGHT OF ACCESS 3.05 WIDE & 6.1 WIDE
 OVER LOT 1000 IN DP 1233089

LGA : CUMBERLAND
 LOCALITY : AUBURN
 PARISH : LIBERTY PLAINS
 COUNTY : CUMBERLAND



(A) DENOTES RIGHT OF ACCESS
 3.05 WIDE & 6.1 WIDE

John Bottaro
 Registered Surveyor
 Our Ref : 12224-23
 18 September 2018

FILM WITH AN799402

WINGATE

Level 48, 101 Collins Street
Melbourne, VIC 3000
www.wingate.com.au

20 November 2018

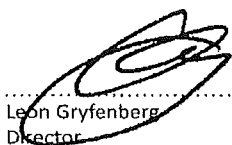
The Registrar General
NSW Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

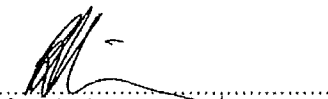
Property: 93-105 Auburn Road, Auburn (1000 in DP 1233089)

We hereby consent to the registration of dealings AN799401 and AN799402 as mortgagee under mortgage AK193406.

Yours sincerely



Leon Gryfenberg
Director
Win Mezz No. 162 Pty Ltd



Ryan Levin
Director
Win Mezz No. 162 Pty Ltd



20 November 2018

The Registrar General
NSW Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) lease of Substations
S77291 and S65863 from Goldenia Developments Pty Ltd
Property: 93-105 Auburn Road, Auburn
Registered Lease No.: AN374044
Our ref: HEM/AUS096-01476**

We act for Ausgrid Asset Partnership, the lessee under registered Lease AK971351 and Ausgrid Operator Partnership, the sublessee under registered Lease AK971352. Details of the entities comprising these partnerships are set out in the annexure together with a **copy** of our letter to the LPI dated 13 September 2017 which has been accepted by LPI Legal providing our authority to issue consents on behalf of ADMHC, AAP and AOP.

We are instructed by AAP and AOP to consent to the registration of:

- (a) a Transfer Granting Easement lodged at LRS as dealing AN799401; and
- (b) a Transfer Granting Easement lodged at LRS as dealing AN799402.

If you require any additional information please contact our office.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Helen Murray', written over a horizontal line.

Special Counsel responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Contact:
Sidney Landis, Lawyer
t: +61 2 4924 7202
e: sidney.landis@sparke.com.au

Encl.

Newcastle
Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | melbourne | newcastle | perth | sydney | upper hunter

SLX\SLX\66776787\1

Annexure to Lessee Consent

Dealing AK971351

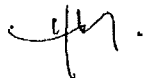
The entity which leases the network infrastructure from the ADMHC under sublease AK971351 is a partnership carried on under the name Ausgrid Asset Partnership ABN 48 622 605 040 by:

- (c) Blue Asset Partner Pty Ltd (ACN 615 217 493) as trustee for the Blue Asset Partner Trust;
- (d) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;
- (e) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;
- (f) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and
- (g) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC Alpha Asset Trust 4.

Dealing AK971352

The entity which leases the network infrastructure from Ausgrid Asset Partnership under sublease AK971352 is a partnership carried on under the name Ausgrid Operator Partnership ABN 48 622 605 040 by:

- (a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;
- (b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;
- (c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;
- (d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and
- (e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4.



**sparke
HELMORE**
LAWYERS

COPY

13 September 2017

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir/Madam

**Leasehold interests of ADMHC
LPI consent to dealings
Our ref: HEM/AUS096-01476**

As you are aware we act for Ausgrid Asset Partnership ABN 48 622 605 493 (**AAP**) and Ausgrid Operator Partnership ABN 78 508 211 731 (**AOP**).

As you are also aware ADMHC leases the Network Land to AAP pursuant to registered lease AK 971351 (**Head Lease**) which in turn subleases that Network Land to AOP pursuant to registered Lease 971352 (**Sublease**).

AAP has broad powers in relation to Network Leased Land pursuant to clause 2.3 of the Head Lease.

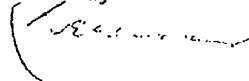
Relying on those powers and in particular the authority given to it pursuant to clause 2.3(c) of the Head Lease, AAP is entitled to exercise or procure the exercise of any of the rights of ADMHC under the Head Lease except to the extent the exercise of those rights are not permissible under the Head Lease.

The granting of consents to LPI dealings by AAP on behalf of ADMHC where ADMHC holds a registered interest in land is a permissible right under the Head Lease.

In those circumstances AAP requests that LPI's practice for obtaining the consent of the registered lessee both where ADMHC is now shown on the register as the lessee and where a lease to Ausgrid or a predecessor in title now records ADMHC as lessee pursuant to a change of name after 1 December 2016, is to obtain a single consent letter from AAP or from AAP's solicitor.

If you wish to discuss this issue further before determining the issue please contact Helen Murray in this office.

Yours faithfully



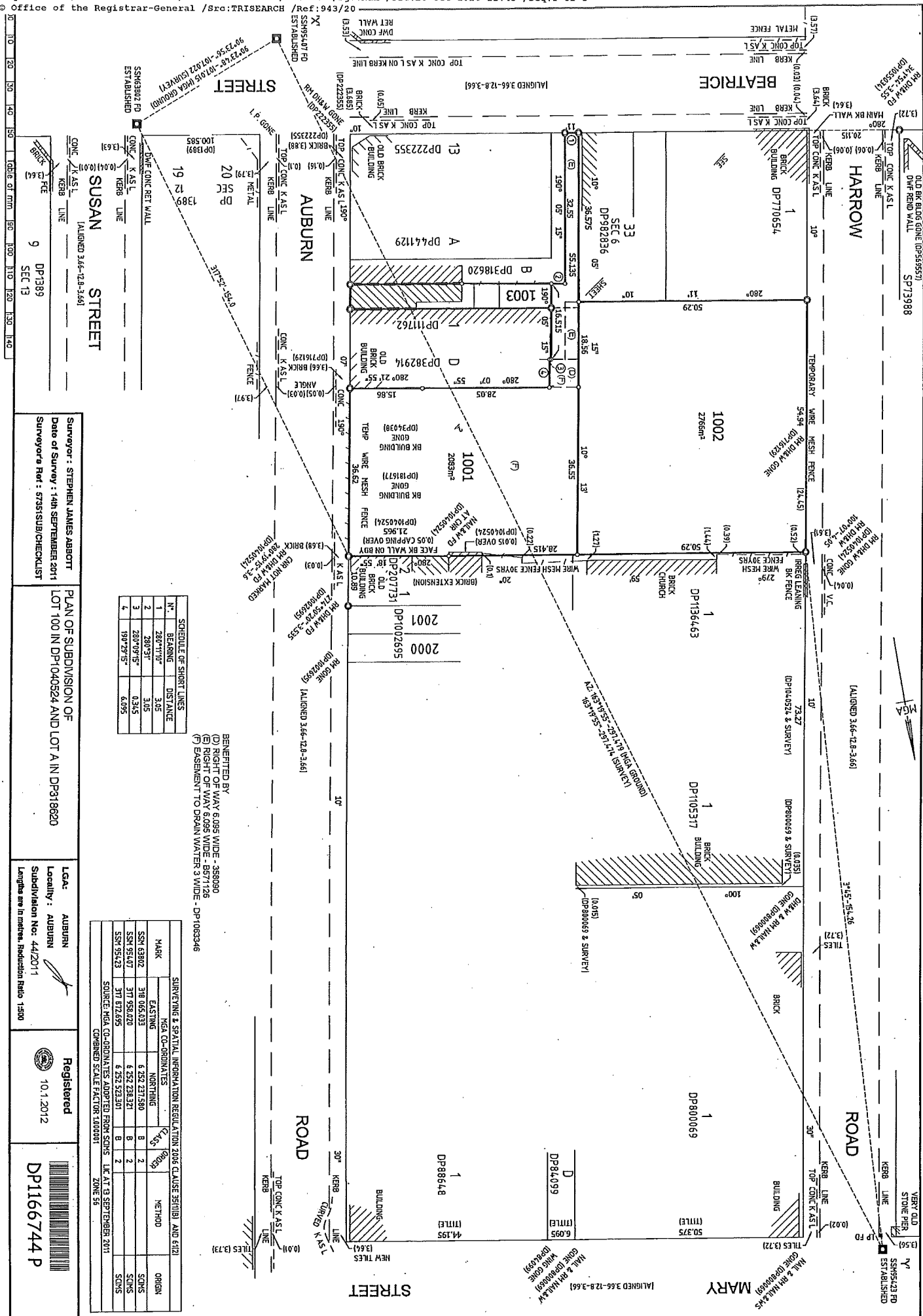
Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

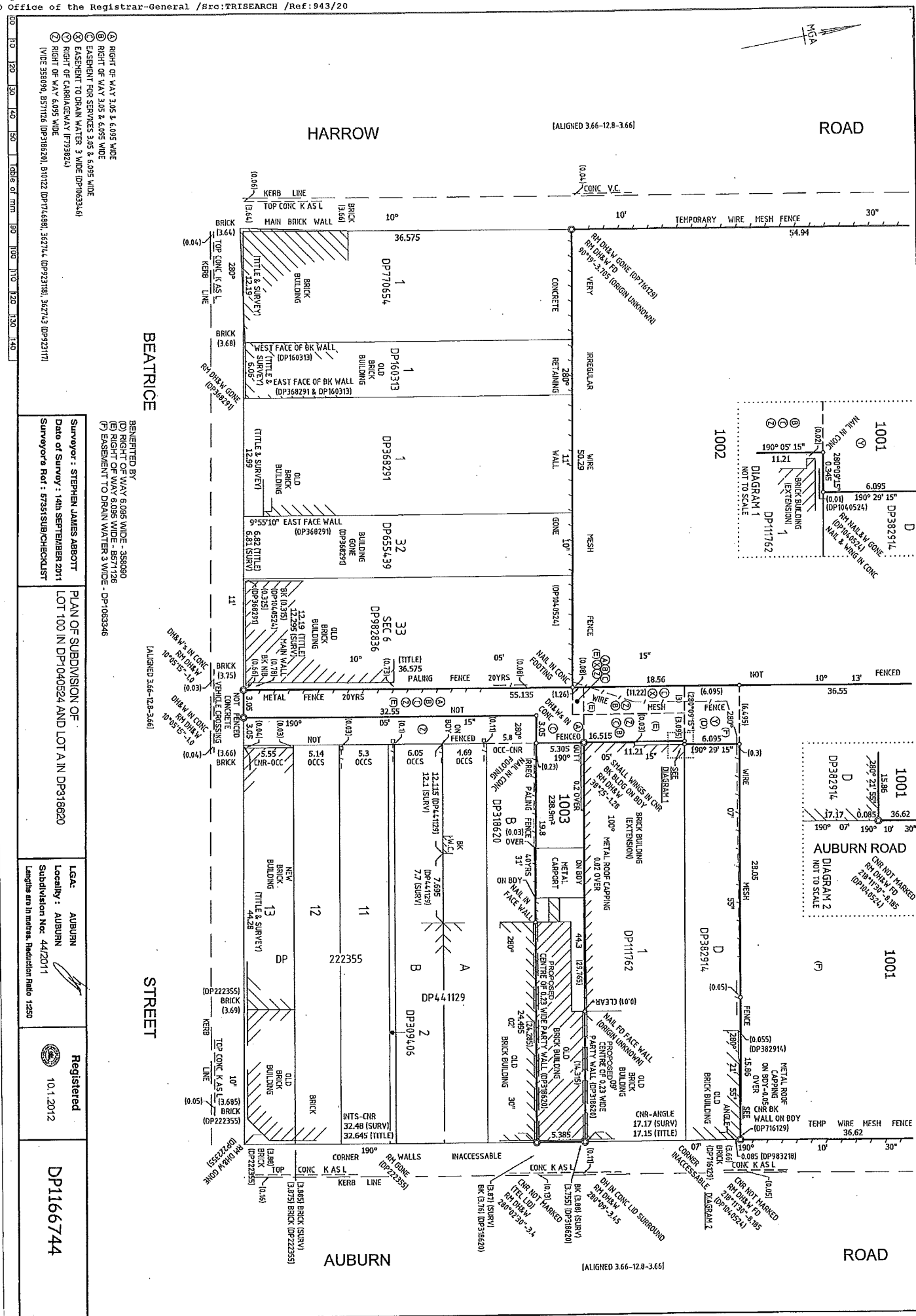
Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

cc: Ms J Smith, General Counsel, Ausgrid

Newcastle
Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | melbourne | newcastle | perth | sydney | upper hunter

HEMJBF16173421111





PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

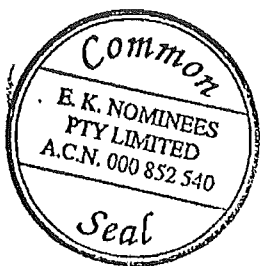
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

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

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

1. RIGHT OF WAY 3.05 & 6.095 WIDE
2. RIGHT OF WAY 3.05 & 6.095 WIDE
3. EASEMENT FOR SERVICES 3.05 & 6.095 WIDE



Erwin Katz.

ERWIN KATZ - Director

Antonio Marcelli
ANTONIO MARCELLI - Secretary

If space is insufficient use PLAN FORM 6A annexure sheet

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: AUBURN CITY COUNCIL

Date of Endorsement: 23/11/2011

Accreditation no:

Subdivision Certificate no: 44/2011

File no: DA 482/2010

* Strike through inapplicable parts.



DP1166744 S

Office Use Only

Registered:  10.1.2012

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

PLAN OF SUBDIVISION OF
LOT 100 IN DP1040524 AND
LOT A IN DP318620

LGA: AUBURN

Locality: AUBURN

Parish: LIBERTY PLAINS

County: CUMBERLAND

Survey Certificate

I, STEPHEN JAMES ABBOTT
of LEAN LACKENBY AND HAYWARD L'POOL P/L
209 NORTHUMBERLAND STREET LIVERPOOL 2170

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: 14th SEPTEMBER 2011

The survey relates to LOTS 1001, 1002 & 1003

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

Signature: *Stephen James Abbott* Dated: 14/9/11

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
ALIGNMENT PLAN A1 2557, DP1389, DP34038, DP84099,
DP88648, DP111762, DP160313, DP181677, DP207731,
DP222355, DP225191, DP309406, DP318620, DP368291,
DP382914, DP438927, DP441129, DP655439, DP662066,
DP716129, DP770654, DP800069, DP914580, DP982836,
DP983218, DP1002695, DP1040524, DP1055034,
DP1063346, DP1136463,

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 57351SUB/CHECKLIST

