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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	RE/MAX Prestige Shop 7.1, 2 Dawna Fraser Avenue, Sydney Olympic Park NSW 2127	**phone**: 02 9319 1864 **email**: joseph.choi@remax.com.au
co-agent		
vendor	Sora Kwak and Changho Lee	
vendor's solicitor	JHP Lawyers Suite 7.04, 99 York Street Sydney NSW 2000	**phone**: 02 7233 0777 **email**: jae@jhplawyers.com.au **ref**: CV:26103
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 1203 19 Halifax Street Macquarie Park NSW 2113 LOT 92 STRATA PLAN SP100743 Folio Identifier 92/SP100743	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions				
	☒ air conditioning	☐ curtains	☒ insect screens	☐ range hood
	☒ blinds	☒ dishwasher	☐ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☐ ceiling fans	☐ fixed floor coverings	☐ pool equipment	☒ stove
	☐ clothes line	☐ other:		

exclusions

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

contract date (if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

Vendor agrees to accept a ***deposit-bond*** ☒ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4)

Manual transaction (clause 30) ☒ NO ☐ yes

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

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

Land tax is adjustable ☒ NO ☐ yes

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

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

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

***GSTRW payment* (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other

- ☐ 61

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

Strata Choice
GPO Box 5328
info@stratachoice.com.au
1300 322 213

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

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

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

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

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

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

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

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

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

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

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

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

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

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

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

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

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

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

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

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

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

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management 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 s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

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

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

24.4 If the *property* is subject to a tenancy on completion –
24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

30 Manual transaction

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

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

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32 Residential off the plan contract

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

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

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

UNIT 1203, 19 HALIFAX ST MACQUARIE PARK NSW 2113

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS

BETWEEN the Vendor named on front page of this Contract

AND the Purchaser named on front page of this Contract.

These are the special conditions to the contract for the sale of land. In the event of any discrepancy between these special conditions and the standard terms of this contract, the clauses contained in these special conditions shall prevail.

1. Amendment to standard terms of contract

The clause of the standard terms of this contract is amended as follows:

(a) In Clauses 2.2 and 4.1, the word “Normally” is deleted.

(b) Clause 5.1 is deleted.

(c) In Clause 7.1.1, “5% of the price” is deleted and replaced with “1%”.

(d) In Clause 8.1.1, the words “on reasonable grounds” is deleted.

(e) In Clause 8.1.2, the words “and those grounds” is deleted.

(f) In Clauses 10.1.8 and 10.1.9, the word “substance” is deleted and replaced with “existence”.

(g) Clause 16.8 is deleted.

(h) Clauses 23.13 and 23.14 are deleted and replaced with “The purchaser must obtain an information certificate at their own costs and serve on the vendor not less than 7 days prior to the Completion Date. The vendor hereby authorises the purchaser to apply for the certificate.”

(i) Clause 23.6.1 is deleted and replaced with “the purchaser is liable for any instaments due after the completion date”.

(j) Clause 23.9 is deleted.

2. Interpretation

In this contract unless the contrary intention appears:

(a) a gender includes any gender;

(b) the singular includes the plural and vice versa;

(c) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;

(d) headings do not affect interpretation; and

(e) a reference to legislation includes but is not limited to a modification or re-enacement of it, a legislative provision substituted for it and a regulation or staturory instrument under it.

3. Death or incapacity

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

4. Notice to complete

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

5. Purchaser acknowledgements

(a) The purchaser acknowledges that they are purchasing the property:

(i) In its present condition and state of repair;

(ii) Subject to all defects latent and patent;

(iii) Subject to any infestations and dilapidation;

(iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

6. Purchaser to be satisfied as to use

The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be used and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. The use of the property by the vendor does not of itself mean that such use is a permitted use.

7. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not. The Purchaser shall also be responsible for additional Vendor's costs in the sum of $220.00 payable on settlement for the Vendor's costs in serving a notice to complete.

8. Completion booking cancellation

If the purchaser cancels settlement for a particular day after appropriate arrangements have been made, the purchaser will allow on settlement a GST inclusive fee of $165.00 as agreed additional costs arising from each cancellation.

9. Deposit

Although a full 10% deposit is payable by the purchaser, the vendor may agree to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange. If the vendor has agreed to accept lesser amount of deposit on exchange, the balance of the deposit must be paid to the vendor by the purchaser on or before the settlement. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms of this contract.

10. Requisitions

The purchaser agrees that the requisitions on title annexed to this contract are the only form of requisitions that the purchaser is entitled to make under clause 5 of this contract.

11. Agent

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

12. Smoke alarms

If the subject property does not have smoke alarms installed or is not compliant with the Environmental Planning and Assessment Act 1979 or any other legislation, the purchaser must comply immediately upon settlement and cannot make any claims, requisitions, claim for compensation or delay the settlement.

13. Swimming pool

If a non-compliance certificate is attached to this contract, it shall be the purchaser's responsibility to rectify any defects and obtain a certificate of compliance within the due date following the settlement, and the purchaser cannot not make any claims, requisitions, claim for compensation or delay the settlement arising out of the swimming pool.

14. Foreign Purchaser

The purchaser warrants:

(a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

(b) That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser. .

15. Electronic settlement

(a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

(b) The provisions of this contract continue to apply as modified by the electronic settlement procedures.

(c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

(d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.

(e) Settlement takes place when the financial settlement takes place.

(f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.

(g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. The parties must settle as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.

(h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

17. Release of deposit

~~(a) Despite the provisions of clause 2 of this contract, the parties agree that the vendor is entitled to use all of or so much of the deposit paid by the purchaser under this contract towards payment of:~~

~~(i) the deposit; and~~

~~(ii) transfer duty,~~

~~payable by the vendor under a contract to purchase another property.~~

~~(b) Where the deposit is to be used for transfer duty, the purchaser agrees to release absolutely all or part of the deposit for such purpose. When requested by the vendor, the purchaser will provide written authority to the deposit holder for the release of all of or so much of the deposit as required pursuant to this condition.~~

~~(c) Where the deposit is to be used for the deposit payable by the vendor under a contract to purchase another property, the deposit must be placed in the trust account of the real estate agent or vendor's solicitor in such subsequent purchase and the deposit must not be released to the vendor in such subsequent purchase and the contract in relation to such subsequent purchase must contain a special condition making completion of that contract conditional upon completion of this contract.~~

~~(d) The parties agree that this special condition is sufficient authority for the deposit holder to release the whole or part of the deposit to the vendor for the purposes of this special condition. However, in the event the depositholder requires a written authority, the purchaser or their solicitor must provide a written authority within 48 hours of being requested.~~

(e) If the vendor requires payment of sum that is greater than the balance purchase price to discharge any liabilities including any loan balances for the settlement to be effected, the vendor may require the purchaser to provide a written authority to the depositholder to release any part of the deposit to the vendor's solicitor's or their settlement agent's trust account for the purpose of disbursing on settlement. If requested to do so, the purchaser or their solicitor must provide a written authority within 48 hours of being requested.

Conditions of sale of land by auction

(a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.

(b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.

(c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.

(d) The highest bidder is the purchaser, subject to any reserve price.

(e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.

(g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(h) A bid cannot be made or accepted after the fall of the hammer.

(i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

(j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.

(k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.

(l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

(m) More than one vendor bid may be made to purchase the interest of a co-owner.

(n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(o) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(p) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

Information Provided Through Triconvey2 (Reseller) Ph. 1300 064 452

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 92/SP100743

SEARCH DATE	TIME	EDITION NO	DATE
4/3/2026	8:31 PM	2	6/4/2020

LAND

LOT 92 IN STRATA PLAN 100743
AT MACQUARIE PARK
LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

CHANGHO LEE
SORA KWAK
AS JOINT TENANTS (T AQ17633)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP100743
2 AQ17634 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the

Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 04/03/2026 20:31:57

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP100743

SEARCH DATE	TIME	EDITION NO	DATE
4/3/2026	8:31 PM	3	10/10/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100743 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MACQUARIE PARK
LOCAL GOVERNMENT AREA RYDE
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SP100743

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100743
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA CHOICE
LOCKED BAG 1919
ST LEONARDS NSW 1590

SECOND SCHEDULE (23 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
3 SP100396 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP100396
4 SP100396 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 DP1224238 RIGHT OF FOOTWAY 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1224238 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 AM949017 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
9 DP1253779 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
10 DP1253779 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
11 DP1253779 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

ABOVE DESCRIBED

12 DP1253779 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED

13 DP1253779 EASEMENT FOR FIRE STAIRS & EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

14 DP1253779 EASEMENT FOR FIRE STAIRS & EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED

15 DP1253779 EASEMENT FOR ACCESS TO SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

16 DP1253779 EASEMENT FOR ACCESS TO SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED

17 DP1253779 EASEMENT FOR ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

18 DP1253779 EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED

19 DP1253779 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

20 DP1253779 EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

21 DP1253779 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

22 DP1253779 EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

23 DP1253779 POSITIVE COVENANT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 100743

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	60	2	82	3	65	4	57
5	57	6	62	7	61	8	56
9	89	10	89	11	55	12	94
13	90	14	66	15	58	16	58
17	69	18	62	19	57	20	90
21	90	22	56	23	95	24	91
25	66	26	58	27	58	28	63
29	62	30	57	31	91	32	91
33	56	34	96	35	92	36	67
37	59	38	65	39	63	40	63
41	58	42	92	43	92	44	57
45	97	46	93	47	67	48	59
49	59	50	64	51	63	52	58
53	93	54	93	55	57	56	98

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP100743 PAGE 3

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

STRATA PLAN 100743

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
57	94	58	68	59	60	60	60
61	70	62	64	63	59	64	94
65	94	66	58	67	99	68	94
69	68	70	60	71	60	72	70
73	64	74	59	75	95	76	95
77	58	78	100	79	95	80	69
81	60	82	60	83	71	84	65
85	60	86	62	87	62	88	69
89	59	90	102	91	104	92	72
93	100	94	100	95	100	96	107
97	60	98	63	99	63	100	63
101	60	102	102	103	100	104	67
105	70	106	63	107	63	108	60
109	103	110	102	111	65	112	65
113	71	114	68	115	64	116	64
117	64	118	60	119	106	120	103
121	71	122	67	123	74	124	62
125	65	126	65	127	65	128	61
129	57	130	58	131	58	132	59
133	59	134	60	135	60	136	60
137	7	138	7	139	7	140	7
141	7	142	7	143	7	144	7
145	7	146	7	147	7	148	7
149	7	150	7	151	7	152	7
153	7	154	7	155	7	156	7
157	7	158	7				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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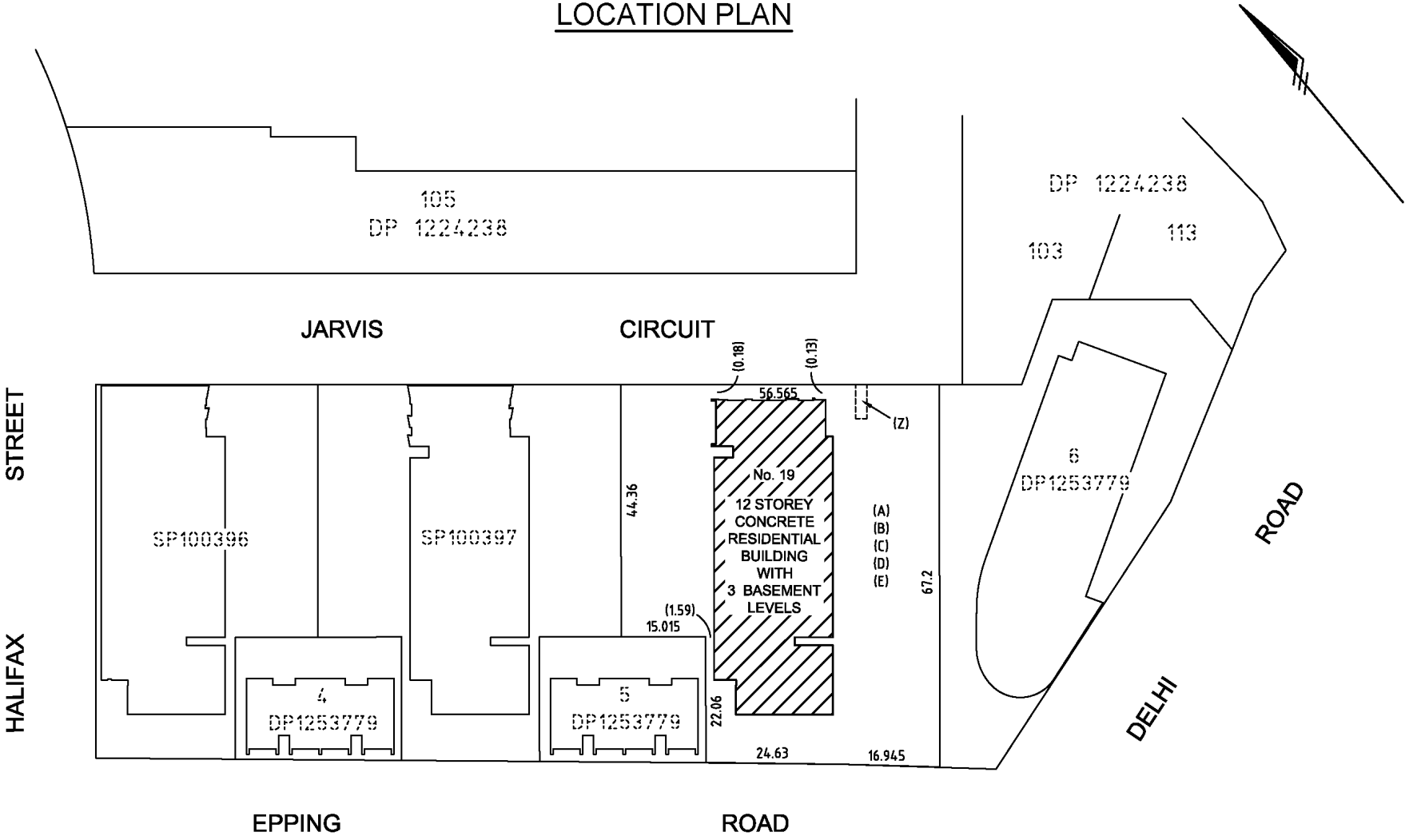
BUILDING L3
LOCATION PLAN



(A) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1253779)
(B) EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1253779)
(C) EASEMENT FOR FIRE STAIRS & EMERGENCY EGRESS (WHOLE OF LOT) (DP1253779)
(D) EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP1253779)
(E) EASEMENT FOR ACCESS (WHOLE OF LOT) (DP1253779)
(Z) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (DP 1224238)

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **750** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:1 of 31
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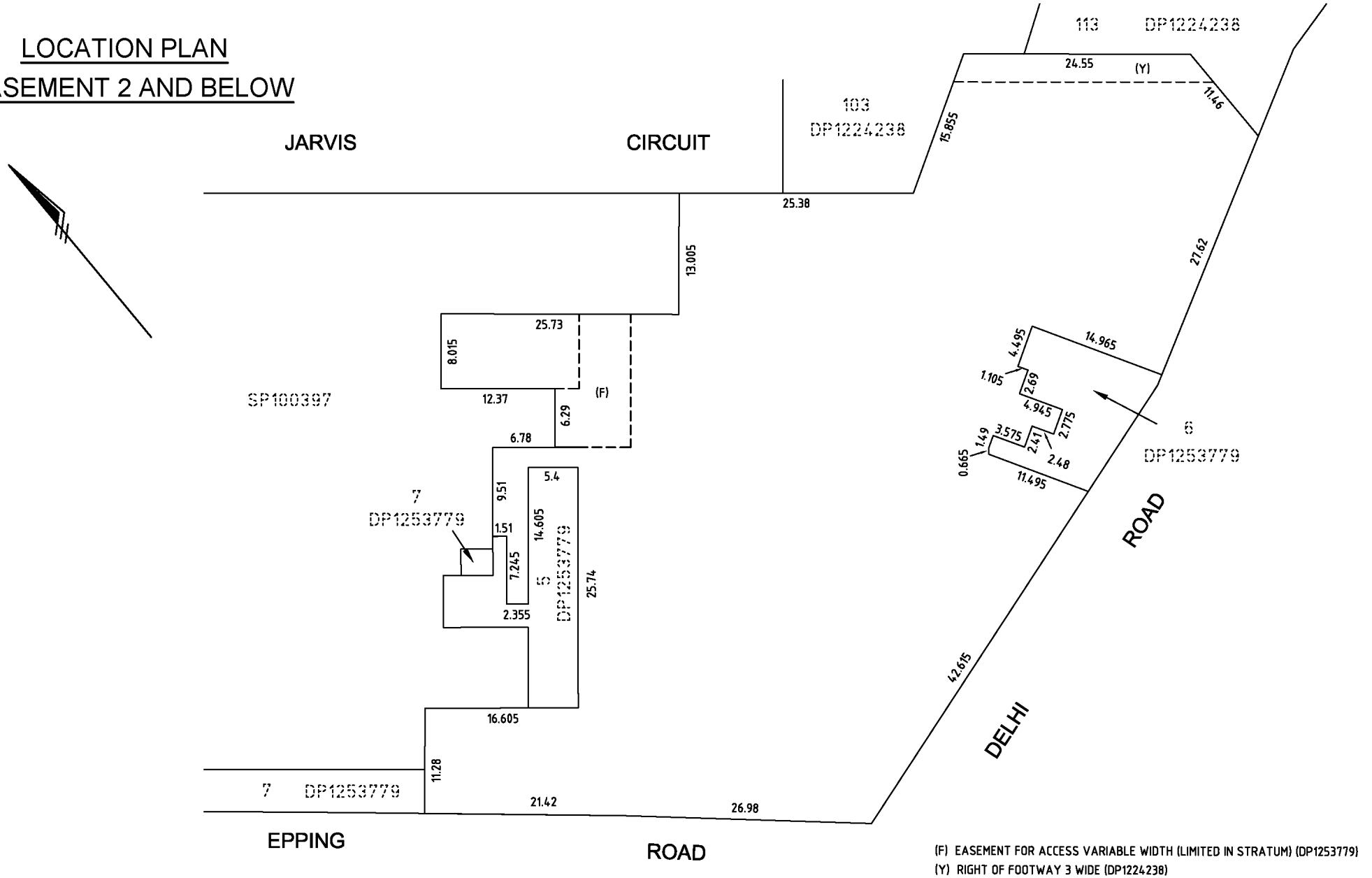
LOCATION PLAN
BASEMENT 2 AND BELOW



(F) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(Y) RIGHT OF FOOTWAY 3 WIDE (DP1224238)

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **400** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:2 of 31
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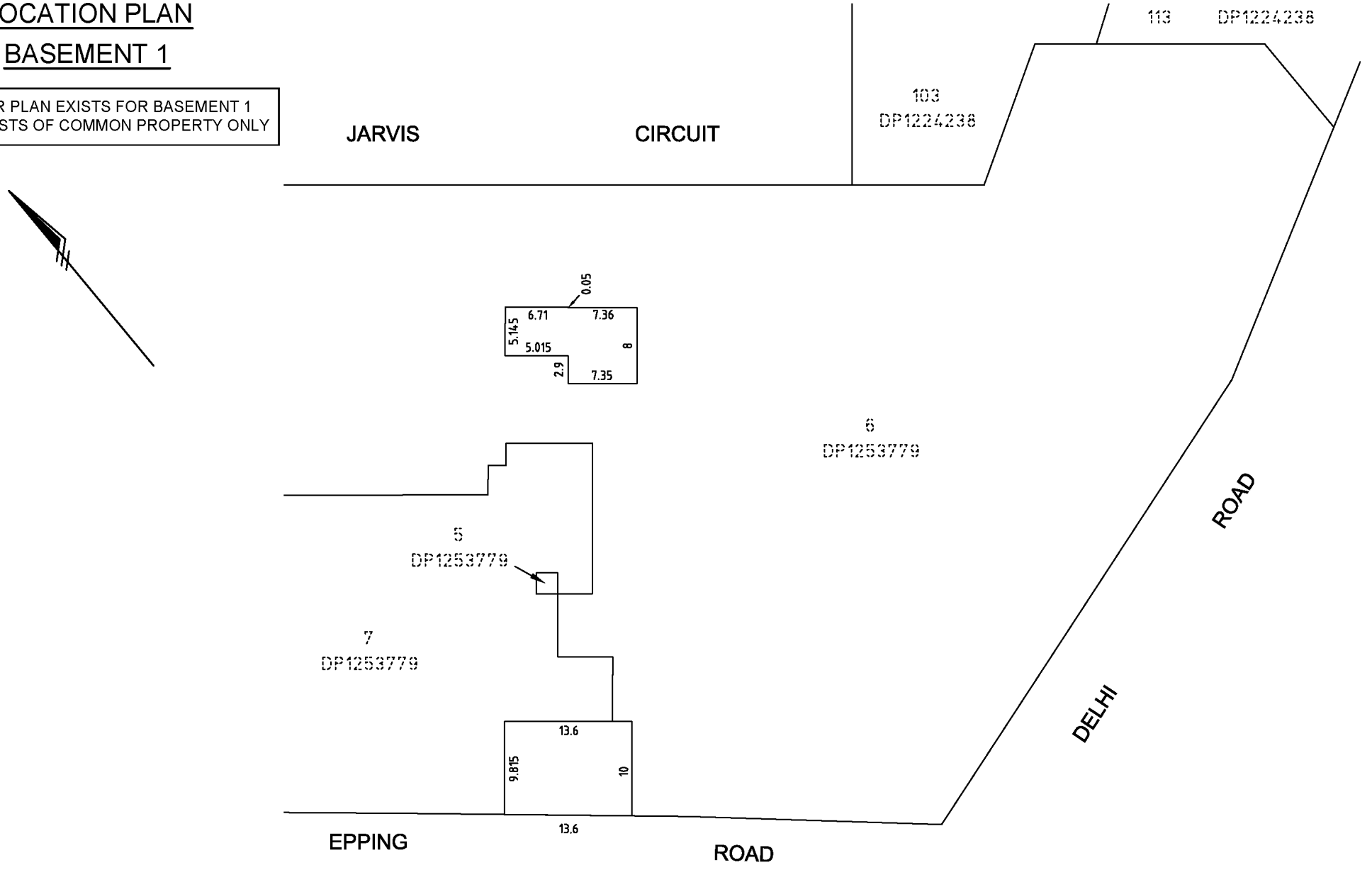
LOCATION PLAN
BASEMENT 1

NO FLOOR PLAN EXISTS FOR BASEMENT 1
AS IT CONSISTS OF COMMON PROPERTY ONLY



SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **400** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:3 of 31
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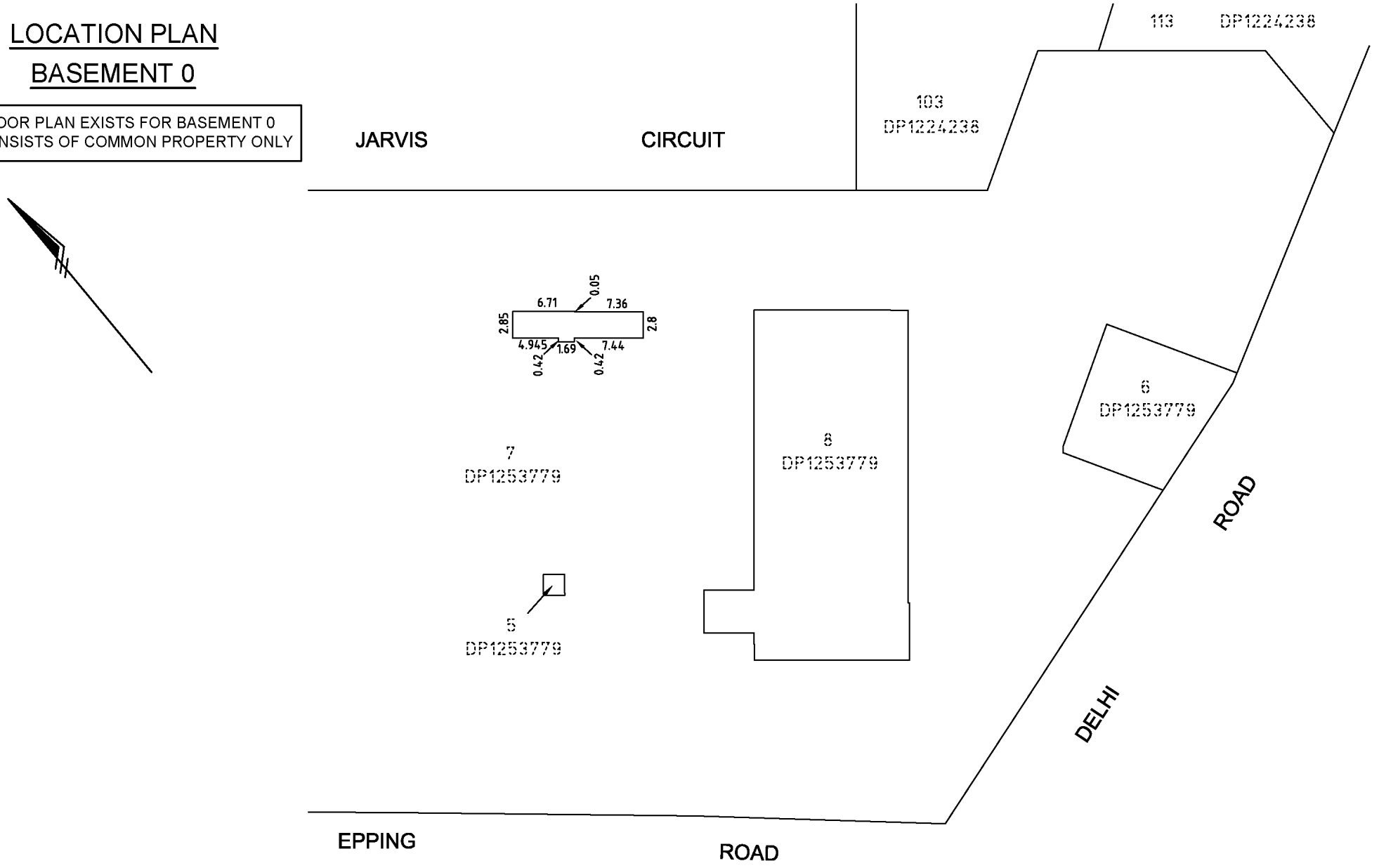
LOCATION PLAN
BASEMENT 0

NO FLOOR PLAN EXISTS FOR BASEMENT 0
AS IT CONSISTS OF COMMON PROPERTY ONLY



SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **400** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:4 of 31
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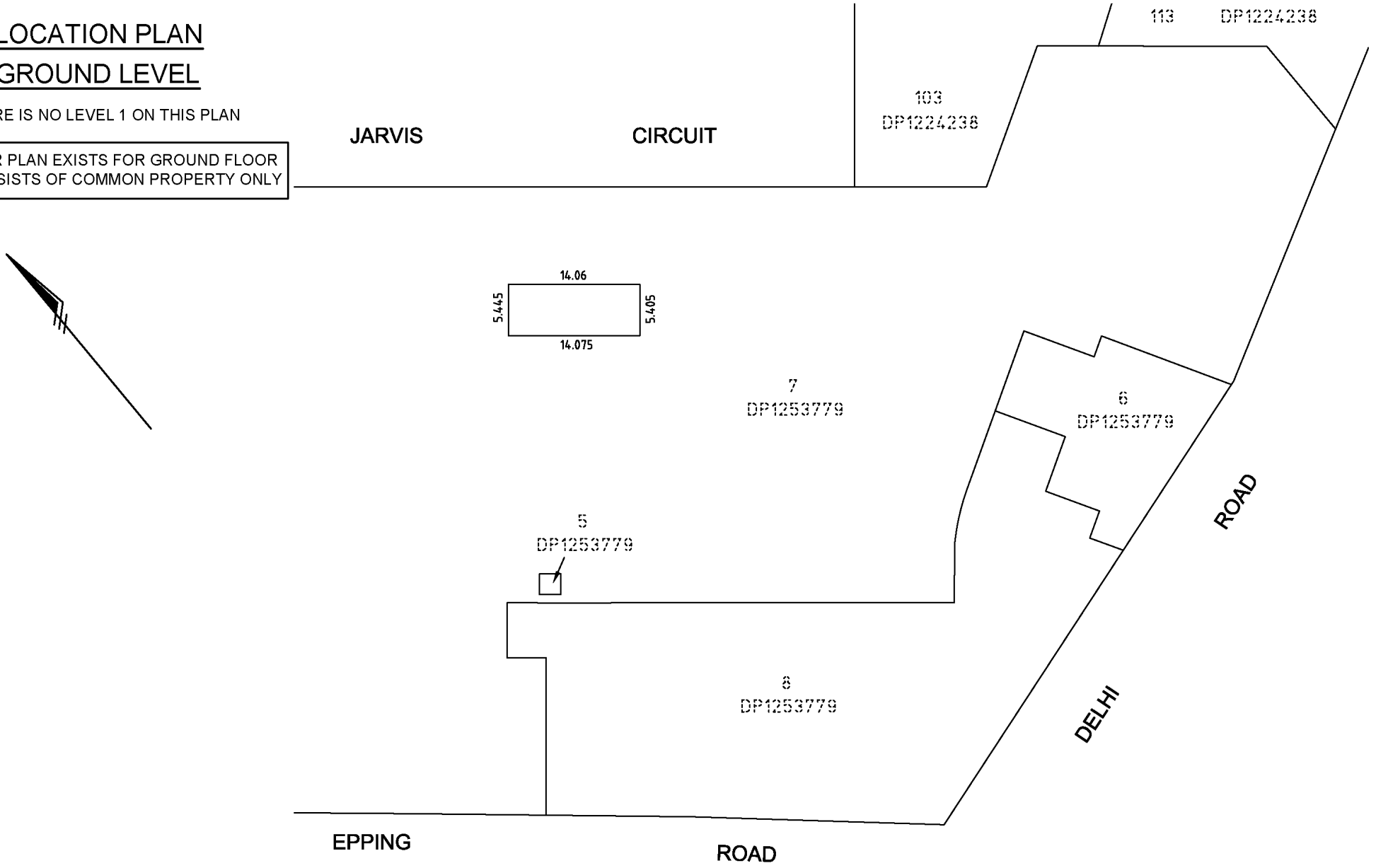
LOCATION PLAN
GROUND LEVEL

THERE IS NO LEVEL 1 ON THIS PLAN

NO FLOOR PLAN EXISTS FOR GROUND FLOOR AS IT CONSISTS OF COMMON PROPERTY ONLY



SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **400** Lengths are in metres.	Registered: 12.3.2020	SP100743

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

Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:5 of 31
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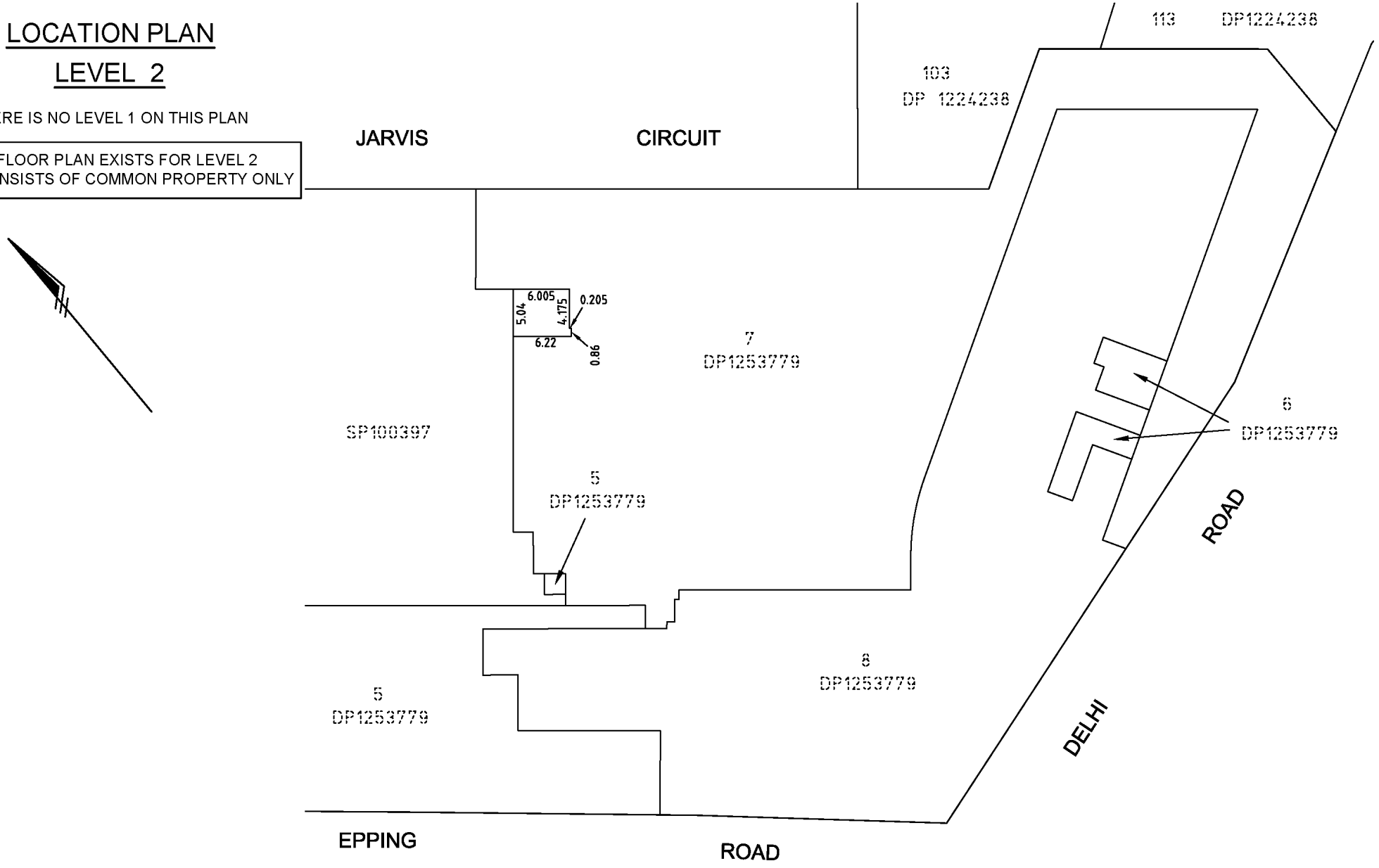
LOCATION PLAN
LEVEL 2

THERE IS NO LEVEL 1 ON THIS PLAN

NO FLOOR PLAN EXISTS FOR LEVEL 2
AS IT CONSISTS OF COMMON PROPERTY ONLY



SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **400** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:6 of 31
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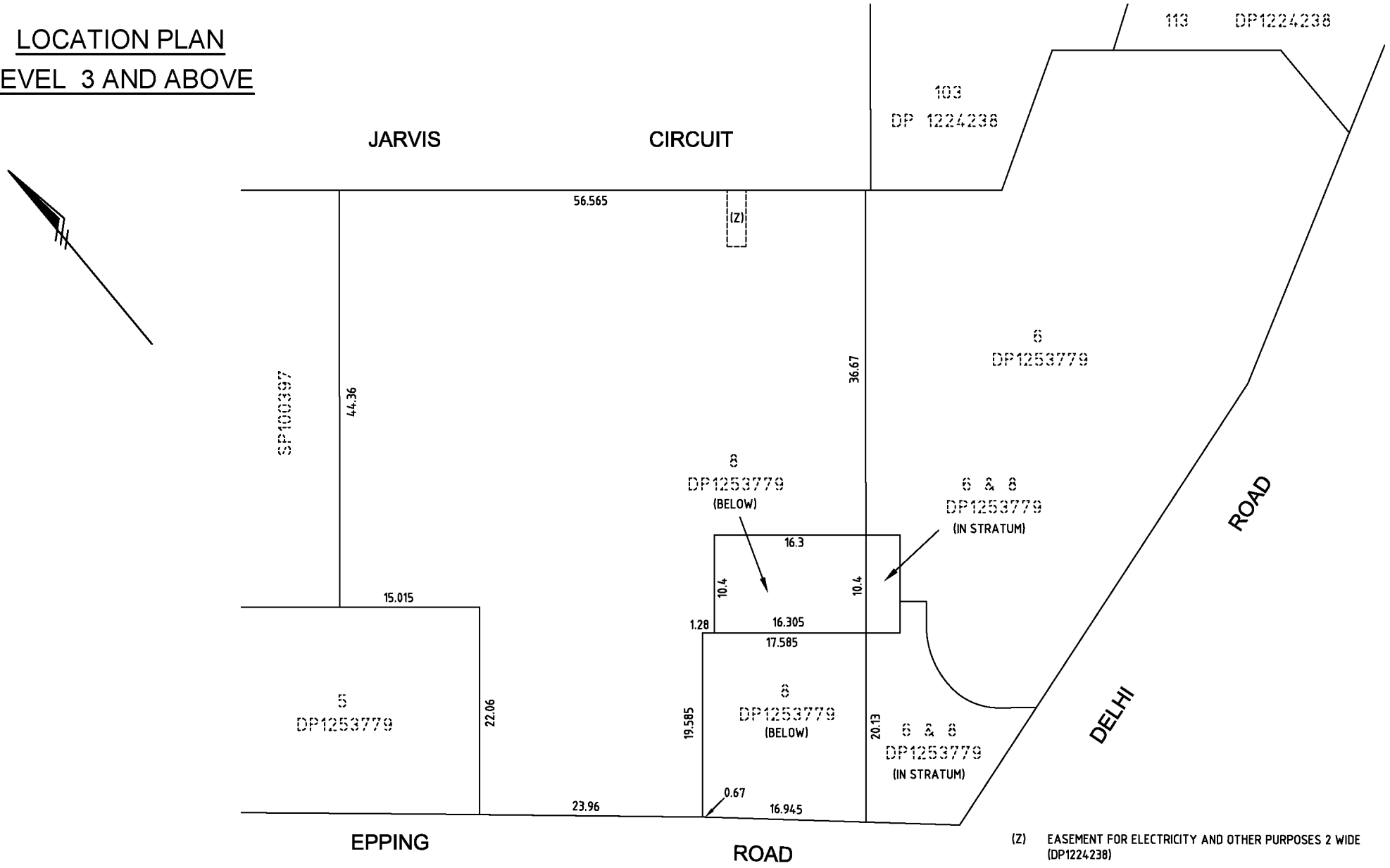
LOCATION PLAN
LEVEL 3 AND ABOVE



(Z) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE (DP1224238)

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **400** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

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

CP DENOTES COMMON PROPERTY
S DENOTES STORAGE CAGE
ACS DENOTES ACCESSIBLE CAR SPACE
CS DENOTES CAR SPACE
MS DENOTES MOTORCYCLE SPACE (CP)

DENOTES PROLONGATION OF CENTRE OF COLUMN/WALL

DENOTES PROLONGATION OF FACE OF COLUMN/WALL

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE

BASEMENT 2

SHEET 1 OF 2

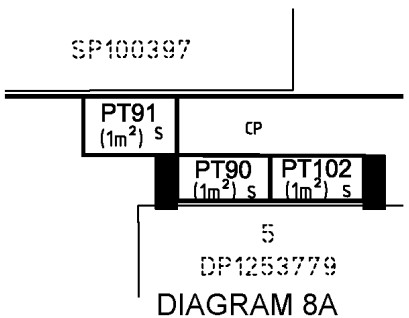


DIAGRAM 8A
SCALE 1:100

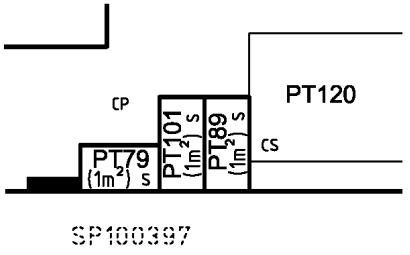
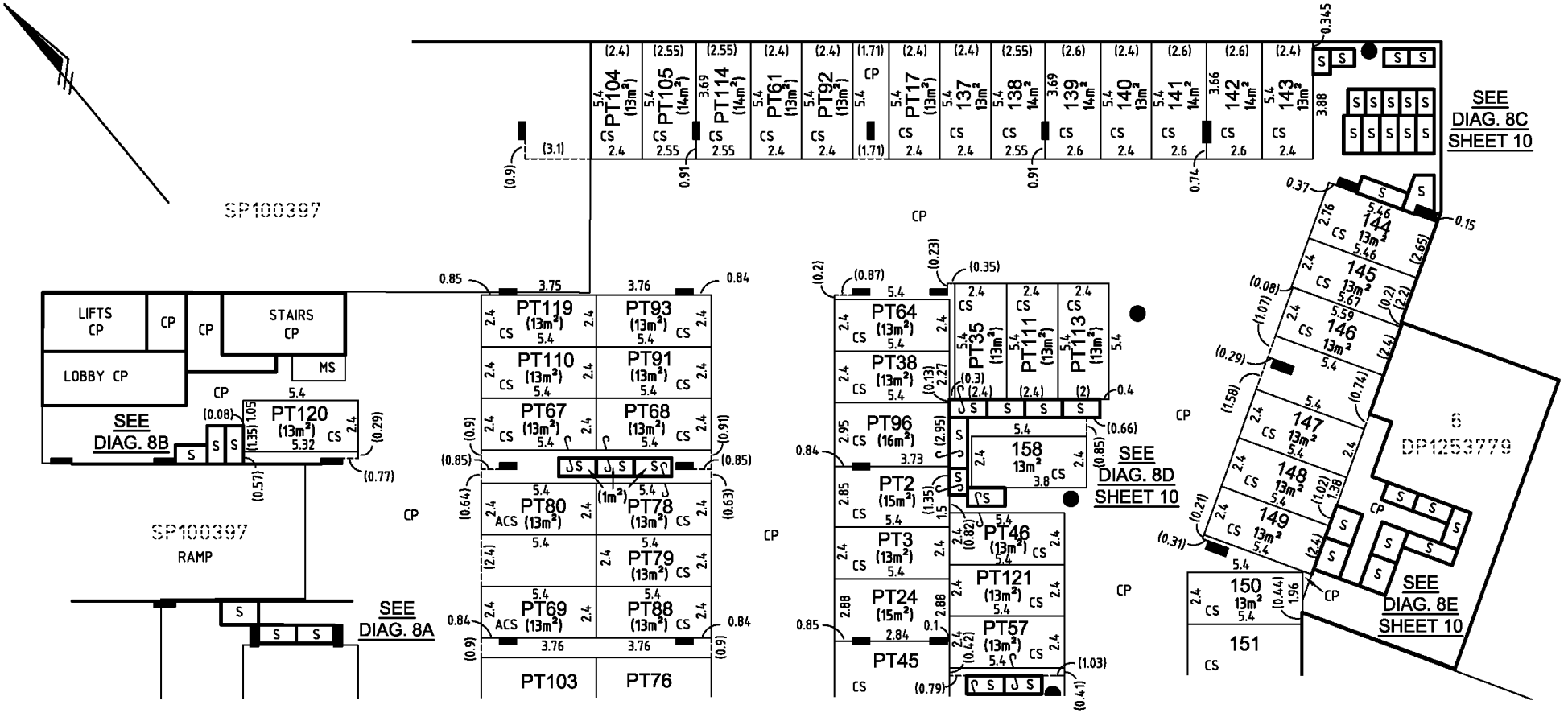


DIAGRAM 8B
SCALE 1:100



SHEET 9 ADJOINS

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:8 of 31
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BASEMENT 2

SHEET 2 OF 2

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

CP DENOTES COMMON PROPERTY
S DENOTES STORAGE CAGE
ACS DENOTES ACCESSIBLE CAR SPACE
CS DENOTES CAR SPACE
MS DENOTES MOTORCYCLE SPACE (CP)

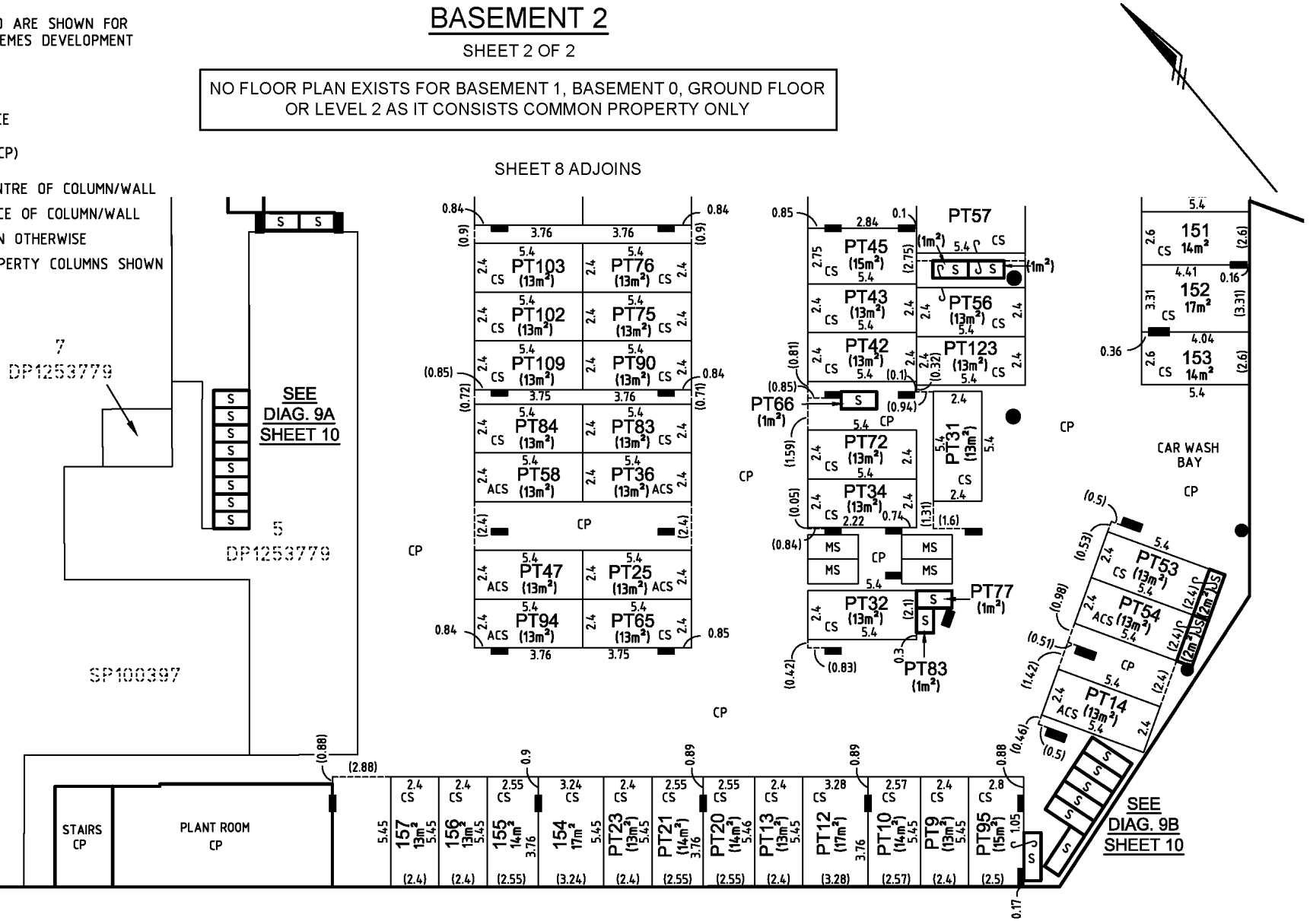
DENOTES PROLONGATION OF CENTRE OF COLUMN/WALL
DENOTES PROLONGATION OF FACE OF COLUMN/WALL

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS SHOWN

NO FLOOR PLAN EXISTS FOR BASEMENT 1, BASEMENT 0, GROUND FLOOR OR LEVEL 2 AS IT CONSISTS COMMON PROPERTY ONLY

SHEET 8 ADJOINS



SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

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

CP DENOTES COMMON PROPERTY
S DENOTES STORAGE CAGE
ACS DENOTES ACCESSIBLE CAR SPACE
CS DENOTES CAR SPACE

DENOTES PROLONGATION OF CENTRE OF COLUMN
DENOTES PROLONGATION OF FACE OF COLUMN

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE

BASEMENT 2
STORAGE AREAS

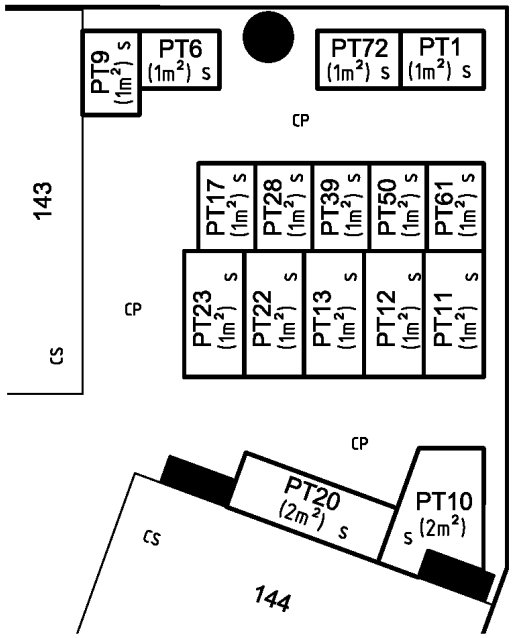

DIAGRAM 8C
SCALE 1:75

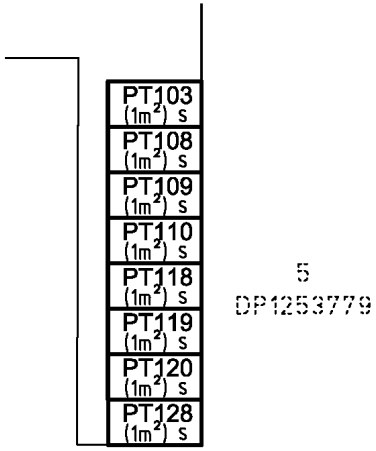

DIAGRAM 9A
SCALE 1:100

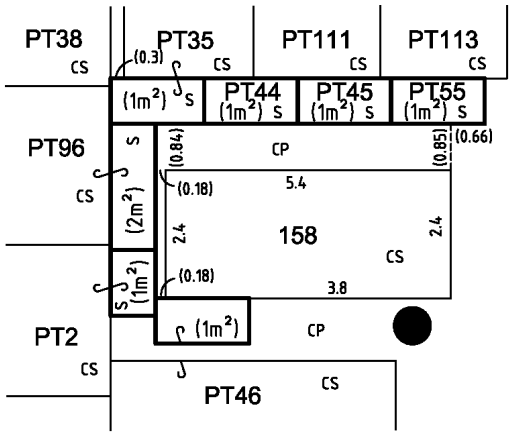

DIAGRAM 8D
SCALE 1:100

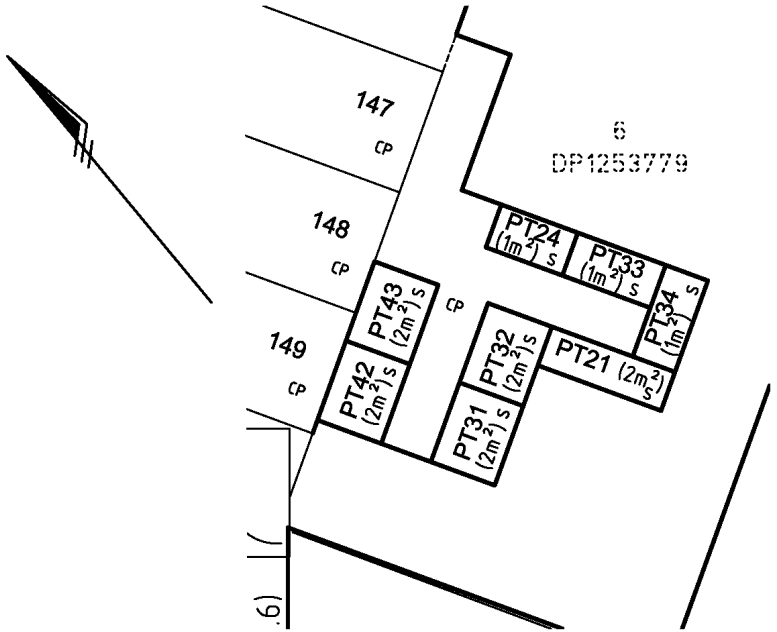

DIAGRAM 8E
SCALE 1:100

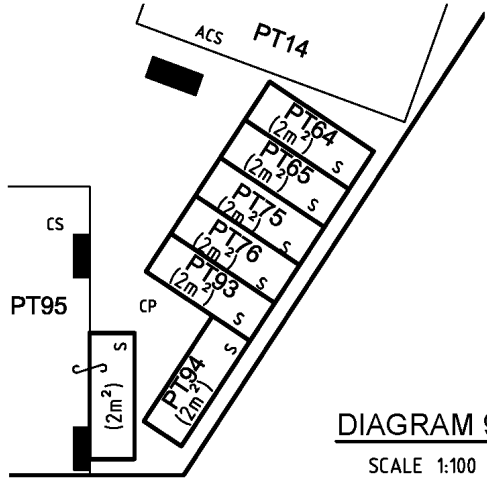

DIAGRAM 9B
SCALE 1:100

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **AS SHOWN** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

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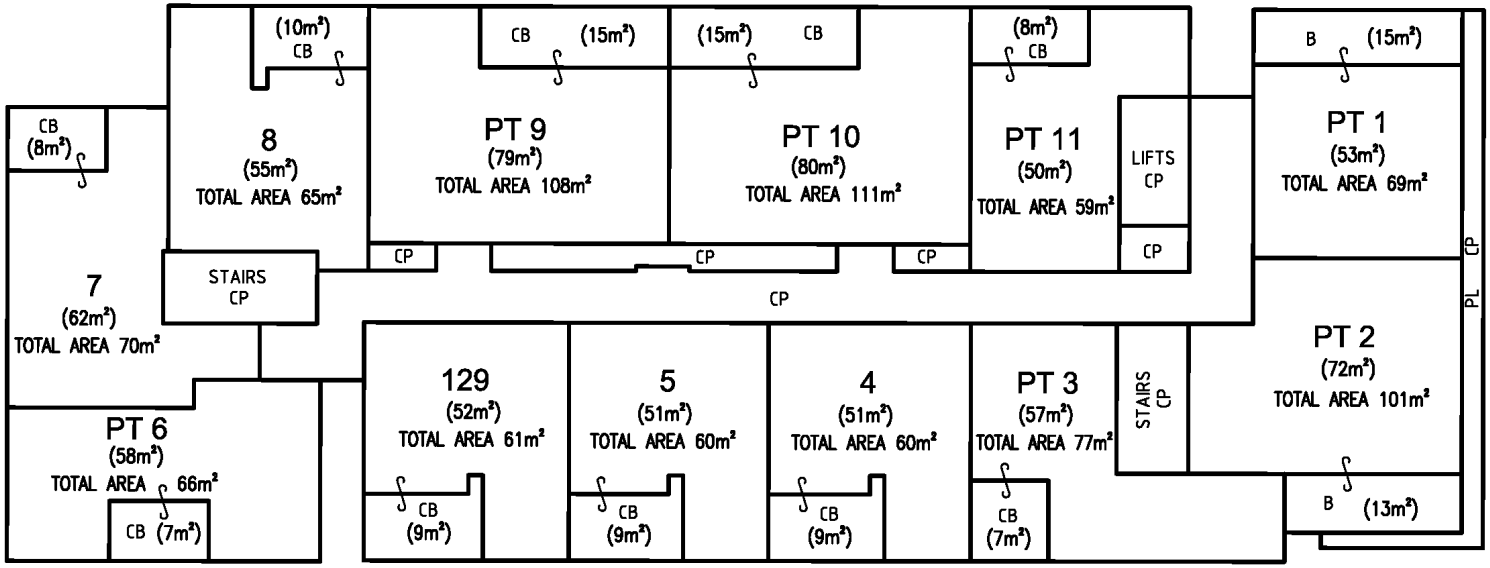
BUILDING L3

LEVEL 3

THERE IS NO LEVEL 4 IN THIS SCHEME



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

CP DENOTES COMMON PROPERTY
CB DENOTES COVERED BALCONY
B DENOTES BALCONY
PL DENOTES PLANTER

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

BALCONIES ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

SURVEYOR	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743
Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP				

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:11 of 31
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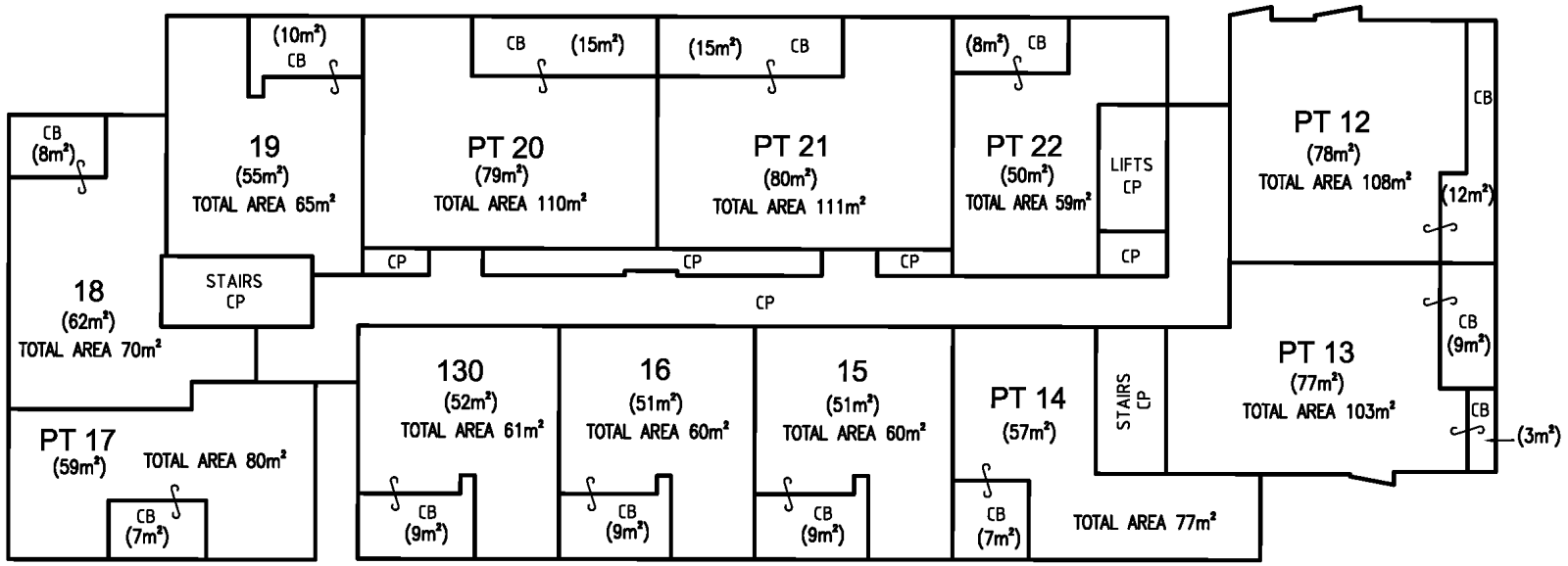
BUILDING L3

LEVEL 5

THERE IS NO LEVEL 4 IN THIS SCHEME



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

CP DENOTES COMMON PROPERTY
CB DENOTES COVERED BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:12 of 31
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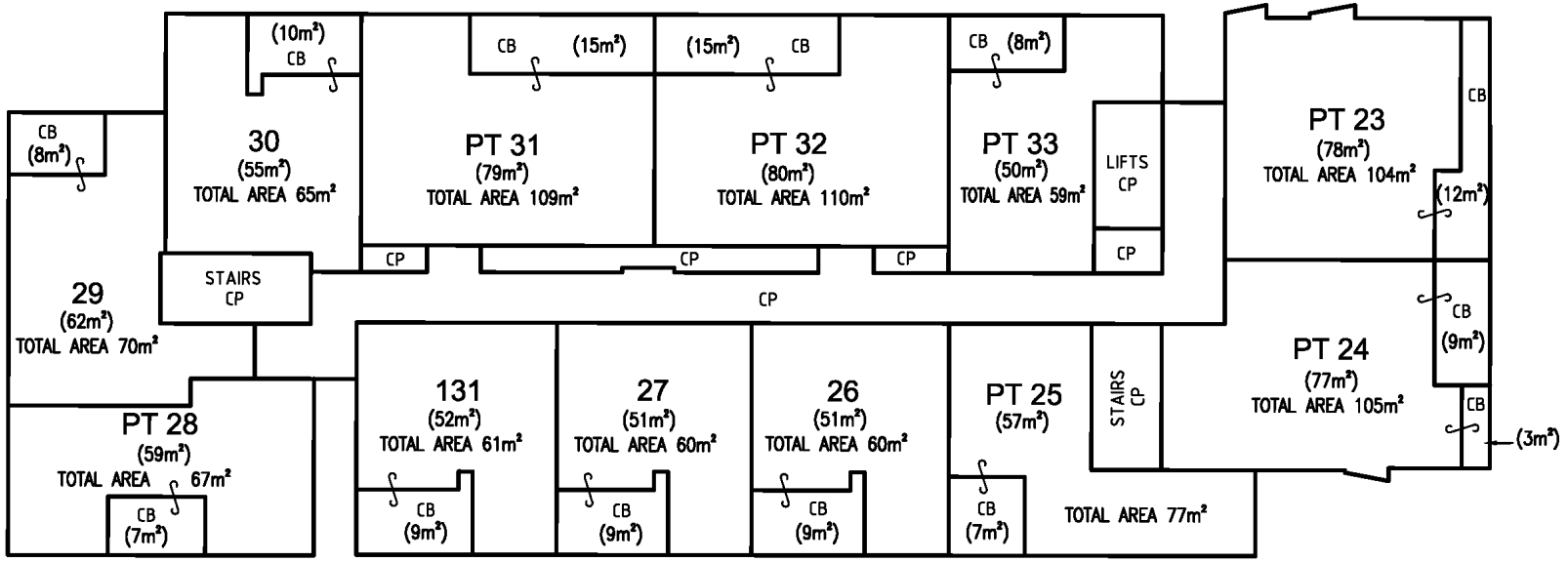
BUILDING L3
LEVEL 6



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

CP DENOTES COMMON PROPERTY
CB DENOTES COVERED BALCONY

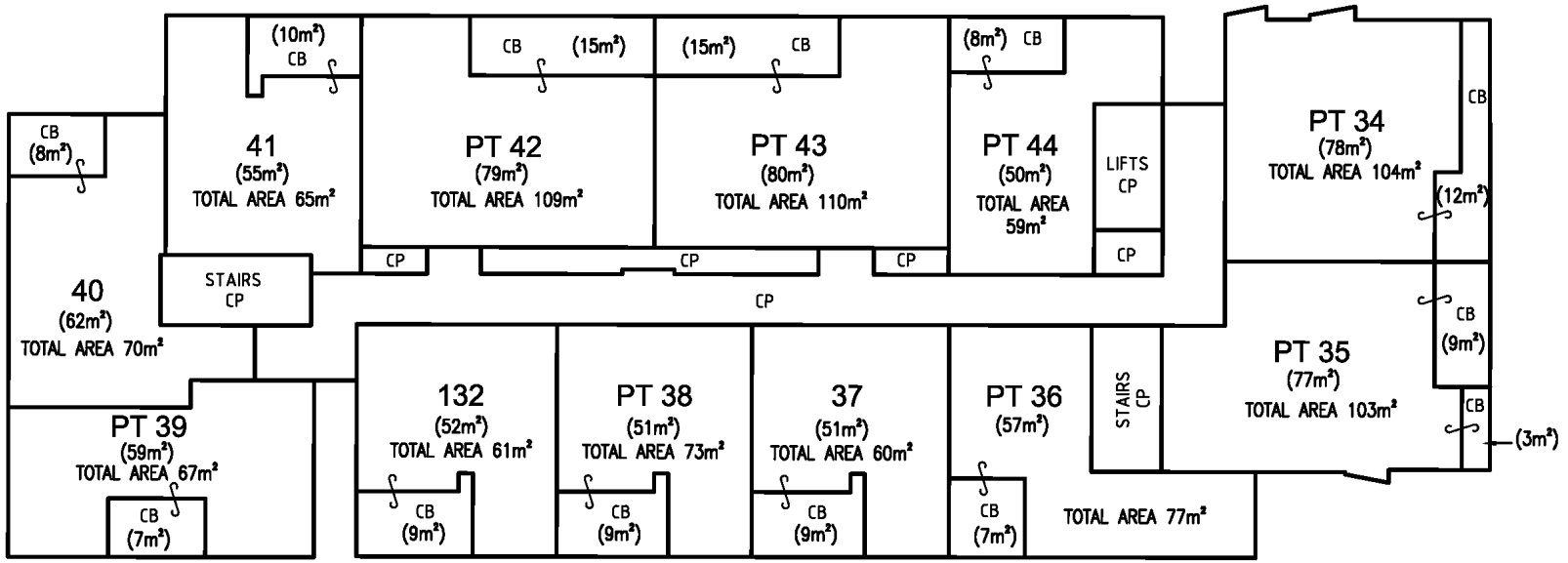
FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

SURVEYOR	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743
Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP				

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:13 of 31
© Office of the Registrar-General /Src:TRISearch /Ref:CV:26103

BUILDING L3
LEVEL 7



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

CP DENOTES COMMON PROPERTY
CB DENOTES COVERED BALCONY

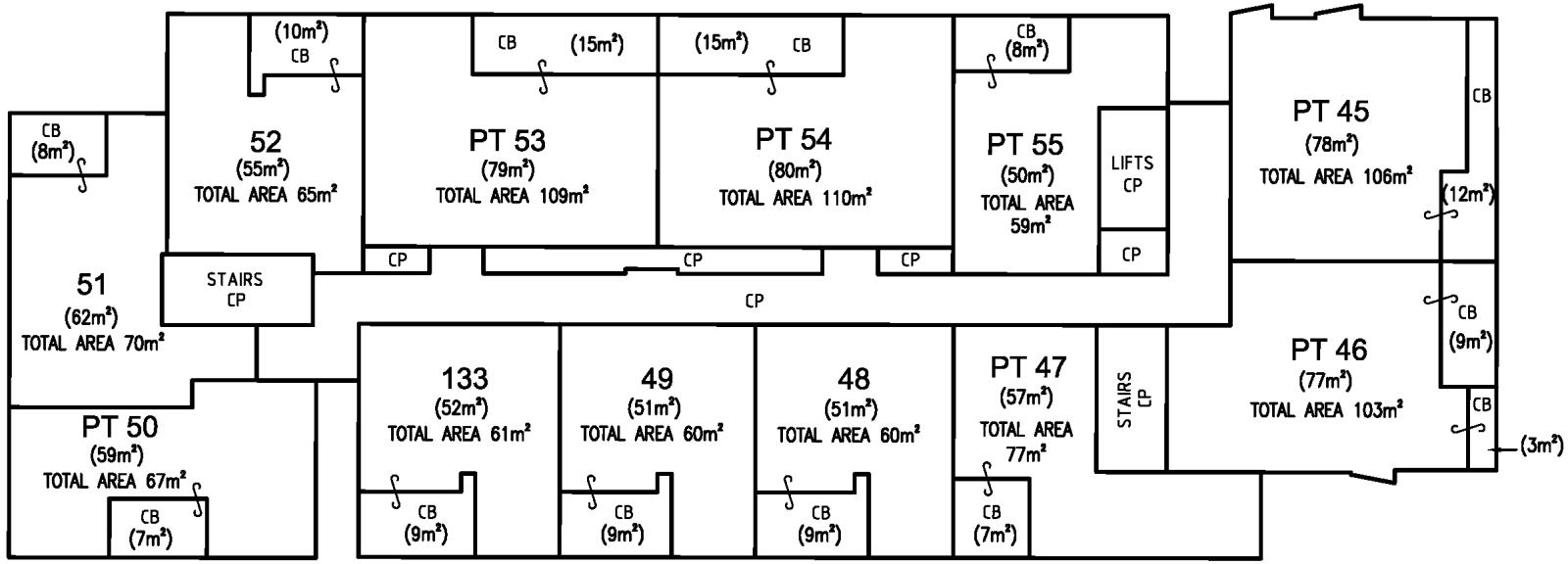
FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

SURVEYOR	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743
Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP				

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:14 of 31
© Office of the Registrar-General /Src:TRISearch /Ref:CV:26103

BUILDING L3
LEVEL 8



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

CP DENOTES COMMON PROPERTY
CB DENOTES COVERED BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:15 of 31
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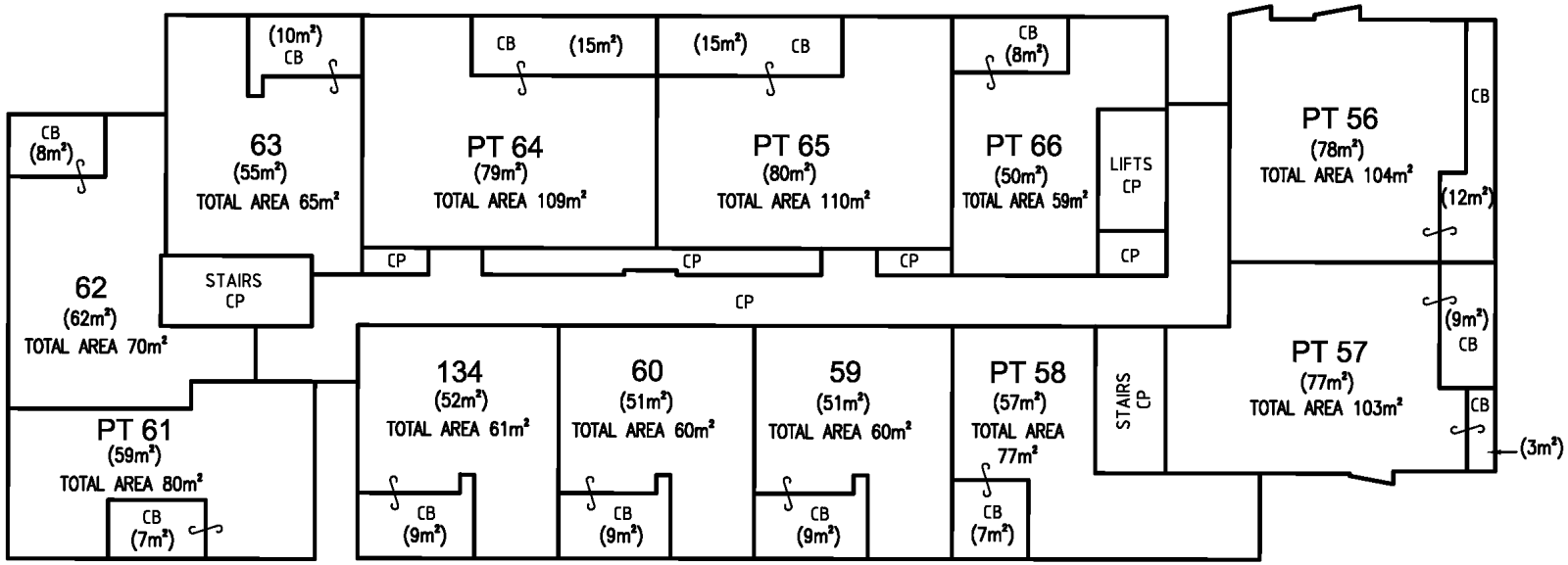
BUILDING L3
LEVEL 9



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

CP DENOTES COMMON PROPERTY
CB DENOTES COVERED BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:16 of 31
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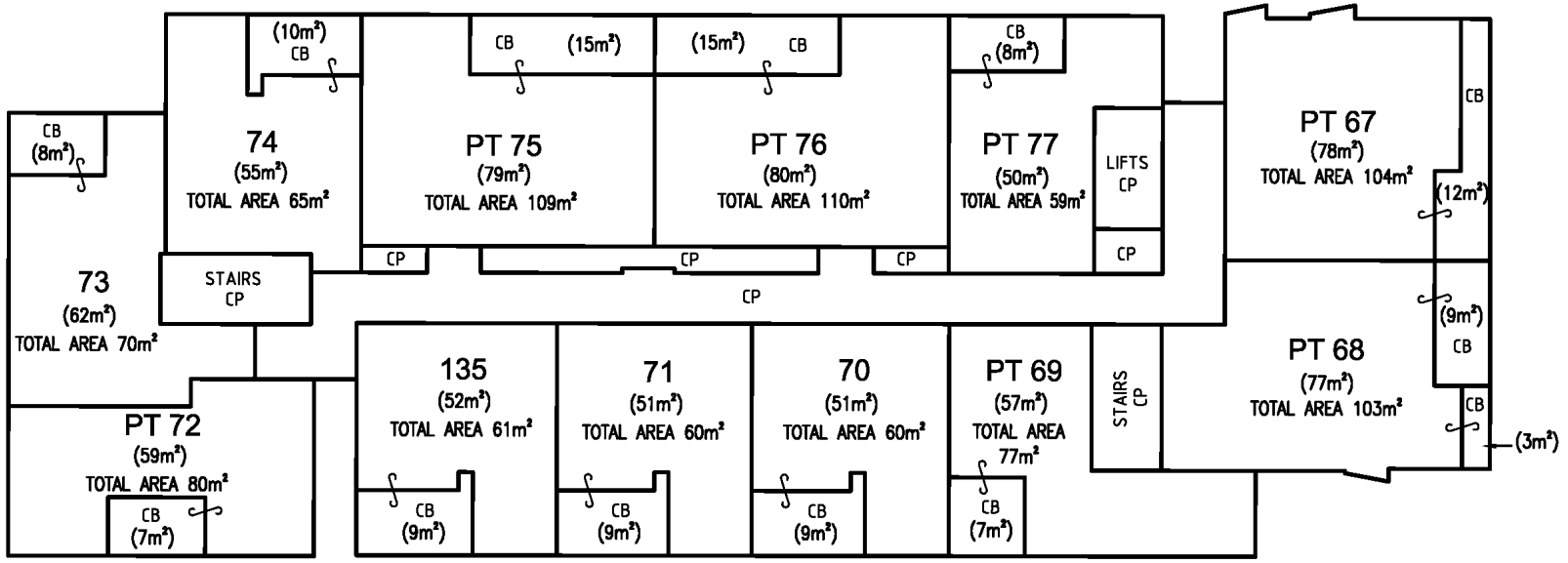
BUILDING L3
LEVEL 10



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

CP DENOTES COMMON PROPERTY
CB DENOTES COVERED BALCONY

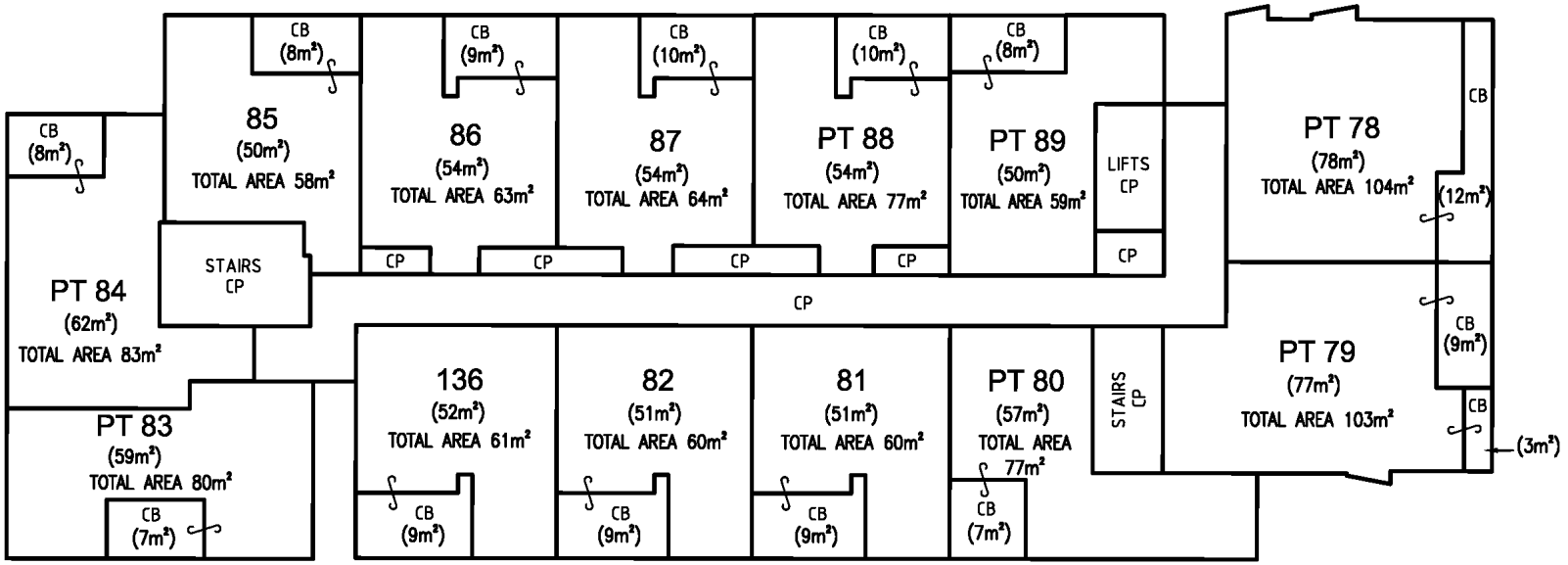
FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

SURVEYOR	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743
Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP				

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:17 of 31
© Office of the Registrar-General /Src:TRISearch /Ref:CV:26103

BUILDING L3
LEVEL 11



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CB DENOTES COVERED BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:18 of 31
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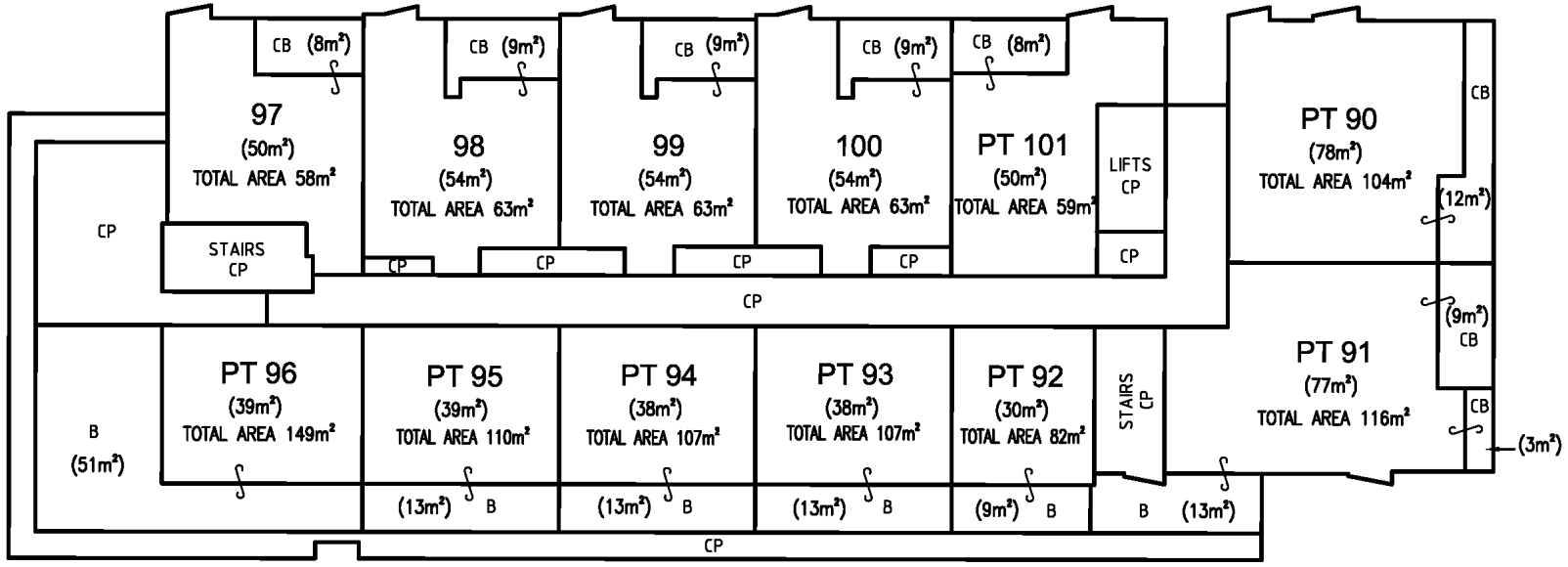
BUILDING L3
LEVEL 12



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

CP DENOTES COMMON PROPERTY
CB DENOTES COVERED BALCONY
B DENOTES BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

BALCONIES ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:19 of 31
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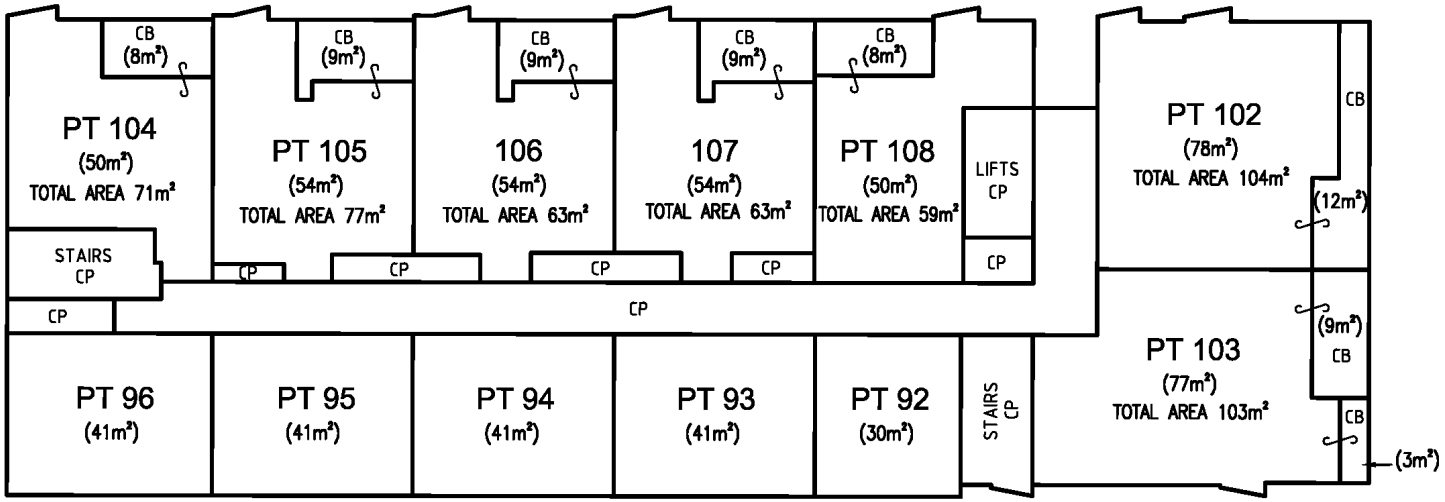
BUILDING L3

LEVEL 13

THERE IS NO LEVEL 14 IN THIS SCHEME



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CP DENOTES COMMON PROPERTY
CB DENOTES COVERED BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

SURVEYOR	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743
Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP				

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:20 of 31
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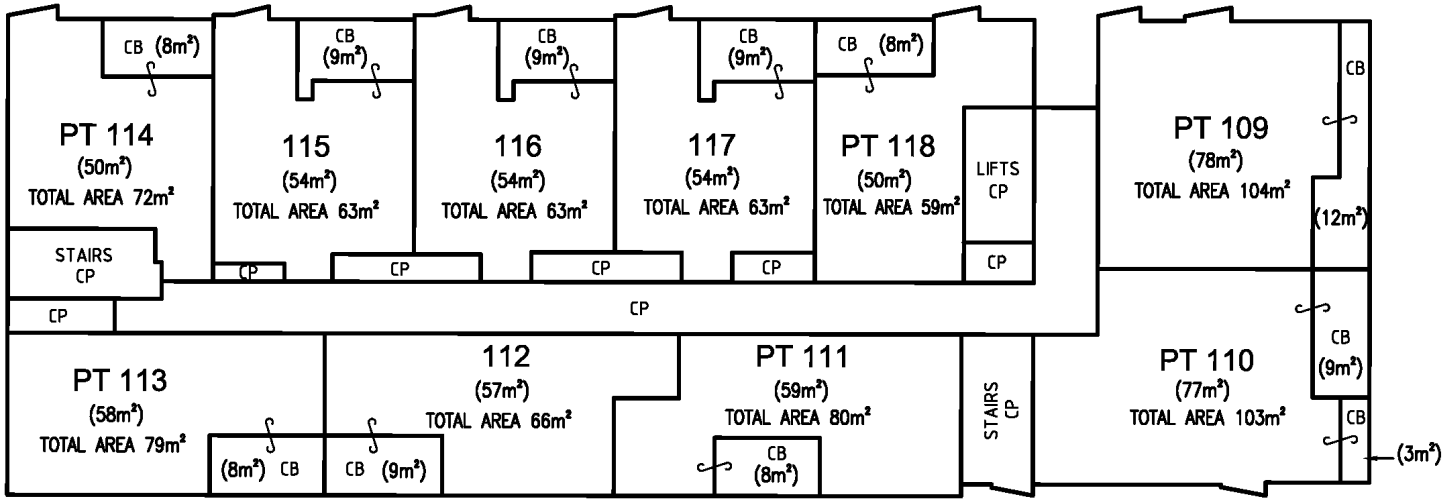
BUILDING L3

LEVEL 15

THERE IS NO LEVEL 14 IN THIS SCHEME



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

CP DENOTES COMMON PROPERTY
CB DENOTES COVERED BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:21 of 31
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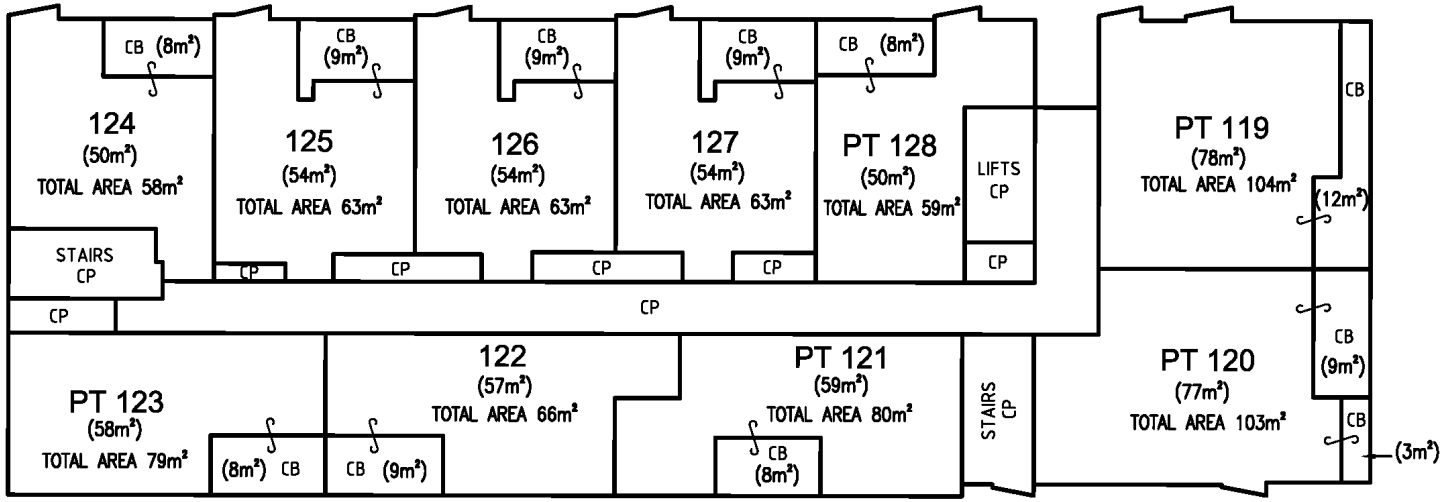
BUILDING L3
LEVEL 16



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CP DENOTES COMMON PROPERTY
CB DENOTES COVERED BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 22.11.2019 Surveyor's Ref: PR 132364-L3-SP	PLAN OF SUBDIVISION LOT 3 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **200** Lengths are in metres.	Registered: 12.3.2020	SP100743

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L3-SP-001m.dwg

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:22 of 31
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Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:23 of 31
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ePlan

SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 9 sheet(s)

Office Use Only

Registered: 12.3.2020

Office Use Only

SP100743

PLAN OF SUBDIVISION OF
LOT 3 IN DP 1253779

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

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

Address for Service of Documents

19 Halifax Street
MACQUARIE PARK NSW 2113

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 MATTHEW RUSSELL STANLEY,
of RPS AUSTRALIA EAST PTY LTD,
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

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

Signature: .....
Date: 22-11-2019
Surveyor ID: 8759
Surveyor's Reference: PR132364-L3-SP

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

Strata Certificate (Accredited Certifier)

I, DENNY LINKER being an Accredited Certifier, accreditation number BPB0032, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

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

~~*(b) The building encroaches on a public place and~~ in accordance with section 62(3) *Strata Schemes Development Act 2015* ~~the~~ local council has granted a relevant planning approval that is in force for the building with the ~~encroachment~~ or for the subdivision specifying the ~~existence of the encroachment~~.

*(c) ~~This certificate is given on the condition contained in the~~ relevant planning approval ~~that~~ lot(s) 137-158 (INCL) will be created as utility ~~lots~~ and restricted in accordance with ~~section 63 *Strata Schemes Development Act 2015.*~~

Certificate Reference: 322019-L3
Relevant Planning Approval No.: 17/CDC-47/19
issued by: IAN BAKER (BPB0017)

Signature: .....
Date: 20 DEC 2019

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:24 of 31
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ePlan

SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 9 sheet(s)

Office Use Only

Registered: 12.3.2020

Office Use Only

SP100743

VALUER'S CERTIFICATE

I, Nick Cesta, 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 6 December 2019

SCHEDULE OF UNIT ENTITLEMENT

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

Surveyor's Reference: PR132364-L3-SP

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:25 of 31
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ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 9 sheet(s)

Office Use Only	Office Use Only
Registered: 12.3.2020	SP100743

VALUER'S CERTIFICATE

I, Nick Cesta, 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 6 December 2019

SCHEDULE OF UNIT ENTITLEMENT cont'd

LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT
100	63	120	103	140	7
101	60	121	71	141	7
102	102	122	67	142	7
103	100	123	74	143	7
104	67	124	62	144	7
105	70	125	65	145	7
106	63	126	65	146	7
107	63	127	65	147	7
108	60	128	61	148	7
109	103	129	57	149	7
110	102	130	58	150	7
111	65	131	58	151	7
112	65	132	59	152	7
113	71	133	59	153	7
114	68	134	60	154	7
115	64	135	60	155	7
116	64	136	60	156	7
117	64	137	7	157	7
118	60	138	7	158	7
119	106	139	7	TOTAL	10000

Surveyor's Reference: PR132364-L3-SP

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:26 of 31
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 9 sheet(s)

Office Use Only	Office Use Only
Registered: 12.3.2020	SP100743

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*

REGISTERED PROPRIETOR

Signed for Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd (ABN 65 608 744 234) in accordance with s127 of the Corporations Act

Director ▲ Director/~~Secretary~~

Xiaohua Luo ▲ Xinmei Wang

Full name of Director ▲ Full name of ~~Director~~/Secretary

MORTGAGEE

Signed sealed and delivered for and on behalf of National Australia Bank Ltd ABN 12 004 044 937 by its attorney
(print name) CHRISTINA CHOY
(Book 4512 No.39)
under Power of Attorney dated 1 March 2007, and who declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of
(print name) DHIVYA MOHAN
Level 18
255 George Street
Sydney NSW 2000

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED) IT IS INTENDED TO CREATE
1. RESTRICTION ON USE

Surveyor's Reference: PR132364-L3-SP

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:27 of 31
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ePlan

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 5 of 9 sheet(s)

Office Use Only

Registered: 12.3.2020

Office Use Only

SP100743

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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 ADDRESSES

LOT	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
CP	N/A	N/A	HALIFAX	STREET	MACQUARIE PARK
1	301	19	HALIFAX	STREET	MACQUARIE PARK
2	302	19	HALIFAX	STREET	MACQUARIE PARK
3	303	19	HALIFAX	STREET	MACQUARIE PARK
4	305	19	HALIFAX	STREET	MACQUARIE PARK
5	313	19	HALIFAX	STREET	MACQUARIE PARK
6	307	19	HALIFAX	STREET	MACQUARIE PARK
7	308	19	HALIFAX	STREET	MACQUARIE PARK
8	309	19	HALIFAX	STREET	MACQUARIE PARK
9	310	19	HALIFAX	STREET	MACQUARIE PARK
10	311	19	HALIFAX	STREET	MACQUARIE PARK
11	312	19	HALIFAX	STREET	MACQUARIE PARK
12	501	19	HALIFAX	STREET	MACQUARIE PARK
13	502	19	HALIFAX	STREET	MACQUARIE PARK
14	503	19	HALIFAX	STREET	MACQUARIE PARK
15	505	19	HALIFAX	STREET	MACQUARIE PARK
16	513	19	HALIFAX	STREET	MACQUARIE PARK
17	507	19	HALIFAX	STREET	MACQUARIE PARK
18	508	19	HALIFAX	STREET	MACQUARIE PARK
19	509	19	HALIFAX	STREET	MACQUARIE PARK
20	510	19	HALIFAX	STREET	MACQUARIE PARK
21	511	19	HALIFAX	STREET	MACQUARIE PARK
22	512	19	HALIFAX	STREET	MACQUARIE PARK
23	601	19	HALIFAX	STREET	MACQUARIE PARK
24	602	19	HALIFAX	STREET	MACQUARIE PARK
25	603	19	HALIFAX	STREET	MACQUARIE PARK
26	605	19	HALIFAX	STREET	MACQUARIE PARK
27	613	19	HALIFAX	STREET	MACQUARIE PARK
28	607	19	HALIFAX	STREET	MACQUARIE PARK
29	608	19	HALIFAX	STREET	MACQUARIE PARK
30	609	19	HALIFAX	STREET	MACQUARIE PARK
31	610	19	HALIFAX	STREET	MACQUARIE PARK
32	611	19	HALIFAX	STREET	MACQUARIE PARK
33	612	19	HALIFAX	STREET	MACQUARIE PARK
34	701	19	HALIFAX	STREET	MACQUARIE PARK

Surveyor's Reference: PR132364-L3-SP

Req:R792412 /Doc:SP 0100743 P /Rev:12-Mar-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:28 of 31
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 9 sheet(s)

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Registered: 12.3.2020

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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 ADDRESSES (CONT)

LOT	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
35	702	19	HALIFAX	STREET	MACQUARIE PARK
36	703	19	HALIFAX	STREET	MACQUARIE PARK
37	705	19	HALIFAX	STREET	MACQUARIE PARK
38	713	19	HALIFAX	STREET	MACQUARIE PARK
39	707	19	HALIFAX	STREET	MACQUARIE PARK
40	708	19	HALIFAX	STREET	MACQUARIE PARK
41	709	19	HALIFAX	STREET	MACQUARIE PARK
42	710	19	HALIFAX	STREET	MACQUARIE PARK
43	711	19	HALIFAX	STREET	MACQUARIE PARK
44	712	19	HALIFAX	STREET	MACQUARIE PARK
45	801	19	HALIFAX	STREET	MACQUARIE PARK
46	802	19	HALIFAX	STREET	MACQUARIE PARK
47	803	19	HALIFAX	STREET	MACQUARIE PARK
48	805	19	HALIFAX	STREET	MACQUARIE PARK
49	813	19	HALIFAX	STREET	MACQUARIE PARK
50	807	19	HALIFAX	STREET	MACQUARIE PARK
51	808	19	HALIFAX	STREET	MACQUARIE PARK
52	809	19	HALIFAX	STREET	MACQUARIE PARK
53	810	19	HALIFAX	STREET	MACQUARIE PARK
54	811	19	HALIFAX	STREET	MACQUARIE PARK
55	812	19	HALIFAX	STREET	MACQUARIE PARK
56	901	19	HALIFAX	STREET	MACQUARIE PARK
57	902	19	HALIFAX	STREET	MACQUARIE PARK
58	903	19	HALIFAX	STREET	MACQUARIE PARK
59	905	19	HALIFAX	STREET	MACQUARIE PARK
60	913	19	HALIFAX	STREET	MACQUARIE PARK
61	907	19	HALIFAX	STREET	MACQUARIE PARK
62	908	19	HALIFAX	STREET	MACQUARIE PARK
63	909	19	HALIFAX	STREET	MACQUARIE PARK
64	910	19	HALIFAX	STREET	MACQUARIE PARK
65	911	19	HALIFAX	STREET	MACQUARIE PARK
66	912	19	HALIFAX	STREET	MACQUARIE PARK
67	1001	19	HALIFAX	STREET	MACQUARIE PARK
68	1002	19	HALIFAX	STREET	MACQUARIE PARK

Surveyor's Reference: PR132364-L3-SP

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 7 of 9 sheet(s)

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Registered: 12.3.2020

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

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

SCHEDULE OF STREET ADDRESSES (CONT)

LOT	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
69	1003	19	HALIFAX	STREET	MACQUARIE PARK
70	1005	19	HALIFAX	STREET	MACQUARIE PARK
71	1013	19	HALIFAX	STREET	MACQUARIE PARK
72	1007	19	HALIFAX	STREET	MACQUARIE PARK
73	1008	19	HALIFAX	STREET	MACQUARIE PARK
74	1009	19	HALIFAX	STREET	MACQUARIE PARK
75	1010	19	HALIFAX	STREET	MACQUARIE PARK
76	1011	19	HALIFAX	STREET	MACQUARIE PARK
77	1012	19	HALIFAX	STREET	MACQUARIE PARK
78	1101	19	HALIFAX	STREET	MACQUARIE PARK
79	1102	19	HALIFAX	STREET	MACQUARIE PARK
80	1103	19	HALIFAX	STREET	MACQUARIE PARK
81	1105	19	HALIFAX	STREET	MACQUARIE PARK
82	1115	19	HALIFAX	STREET	MACQUARIE PARK
83	1107	19	HALIFAX	STREET	MACQUARIE PARK
84	1108	19	HALIFAX	STREET	MACQUARIE PARK
85	1109	19	HALIFAX	STREET	MACQUARIE PARK
86	1110	19	HALIFAX	STREET	MACQUARIE PARK
87	1111	19	HALIFAX	STREET	MACQUARIE PARK
88	1112	19	HALIFAX	STREET	MACQUARIE PARK
89	1113	19	HALIFAX	STREET	MACQUARIE PARK
90	1201	19	HALIFAX	STREET	MACQUARIE PARK
91	1202	19	HALIFAX	STREET	MACQUARIE PARK
92	1203	19	HALIFAX	STREET	MACQUARIE PARK
93	1205	19	HALIFAX	STREET	MACQUARIE PARK
94	1206	19	HALIFAX	STREET	MACQUARIE PARK
95	1207	19	HALIFAX	STREET	MACQUARIE PARK
96	1208	19	HALIFAX	STREET	MACQUARIE PARK
97	1209	19	HALIFAX	STREET	MACQUARIE PARK
98	1210	19	HALIFAX	STREET	MACQUARIE PARK
99	1211	19	HALIFAX	STREET	MACQUARIE PARK
100	1212	19	HALIFAX	STREET	MACQUARIE PARK
101	1213	19	HALIFAX	STREET	MACQUARIE PARK
102	1301	19	HALIFAX	STREET	MACQUARIE PARK

Surveyor's Reference: PR132364-L3-SP1

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SCHEDULE OF STREET ADDRESSES (CONT)

LOT	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
103	1302	19	HALIFAX	STREET	MACQUARIE PARK
104	1303	19	HALIFAX	STREET	MACQUARIE PARK
105	1305	19	HALIFAX	STREET	MACQUARIE PARK
106	1306	19	HALIFAX	STREET	MACQUARIE PARK
107	1307	19	HALIFAX	STREET	MACQUARIE PARK
108	1308	19	HALIFAX	STREET	MACQUARIE PARK
109	1501	19	HALIFAX	STREET	MACQUARIE PARK
110	1502	19	HALIFAX	STREET	MACQUARIE PARK
111	1503	19	HALIFAX	STREET	MACQUARIE PARK
112	1505	19	HALIFAX	STREET	MACQUARIE PARK
113	1506	19	HALIFAX	STREET	MACQUARIE PARK
114	1507	19	HALIFAX	STREET	MACQUARIE PARK
115	1508	19	HALIFAX	STREET	MACQUARIE PARK
116	1509	19	HALIFAX	STREET	MACQUARIE PARK
117	1510	19	HALIFAX	STREET	MACQUARIE PARK
118	1511	19	HALIFAX	STREET	MACQUARIE PARK
119	1601	19	HALIFAX	STREET	MACQUARIE PARK
120	1602	19	HALIFAX	STREET	MACQUARIE PARK
121	1603	19	HALIFAX	STREET	MACQUARIE PARK
122	1605	19	HALIFAX	STREET	MACQUARIE PARK
123	1606	19	HALIFAX	STREET	MACQUARIE PARK
124	1607	19	HALIFAX	STREET	MACQUARIE PARK
125	1608	19	HALIFAX	STREET	MACQUARIE PARK
126	1609	19	HALIFAX	STREET	MACQUARIE PARK
127	1610	19	HALIFAX	STREET	MACQUARIE PARK
128	1611	19	HALIFAX	STREET	MACQUARIE PARK
129	306	19	HALIFAX	STREET	MACQUARIE PARK
130	506	19	HALIFAX	STREET	MACQUARIE PARK
131	606	19	HALIFAX	STREET	MACQUARIE PARK
132	706	19	HALIFAX	STREET	MACQUARIE PARK
133	806	19	HALIFAX	STREET	MACQUARIE PARK
134	906	19	HALIFAX	STREET	MACQUARIE PARK
135	1006	19	HALIFAX	STREET	MACQUARIE PARK
136	1106	19	HALIFAX	STREET	MACQUARIE PARK

Surveyor's Reference: PR132364-L3-SP

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 9 of 9 sheet(s)

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Registered: 12.3.2020	SP100743

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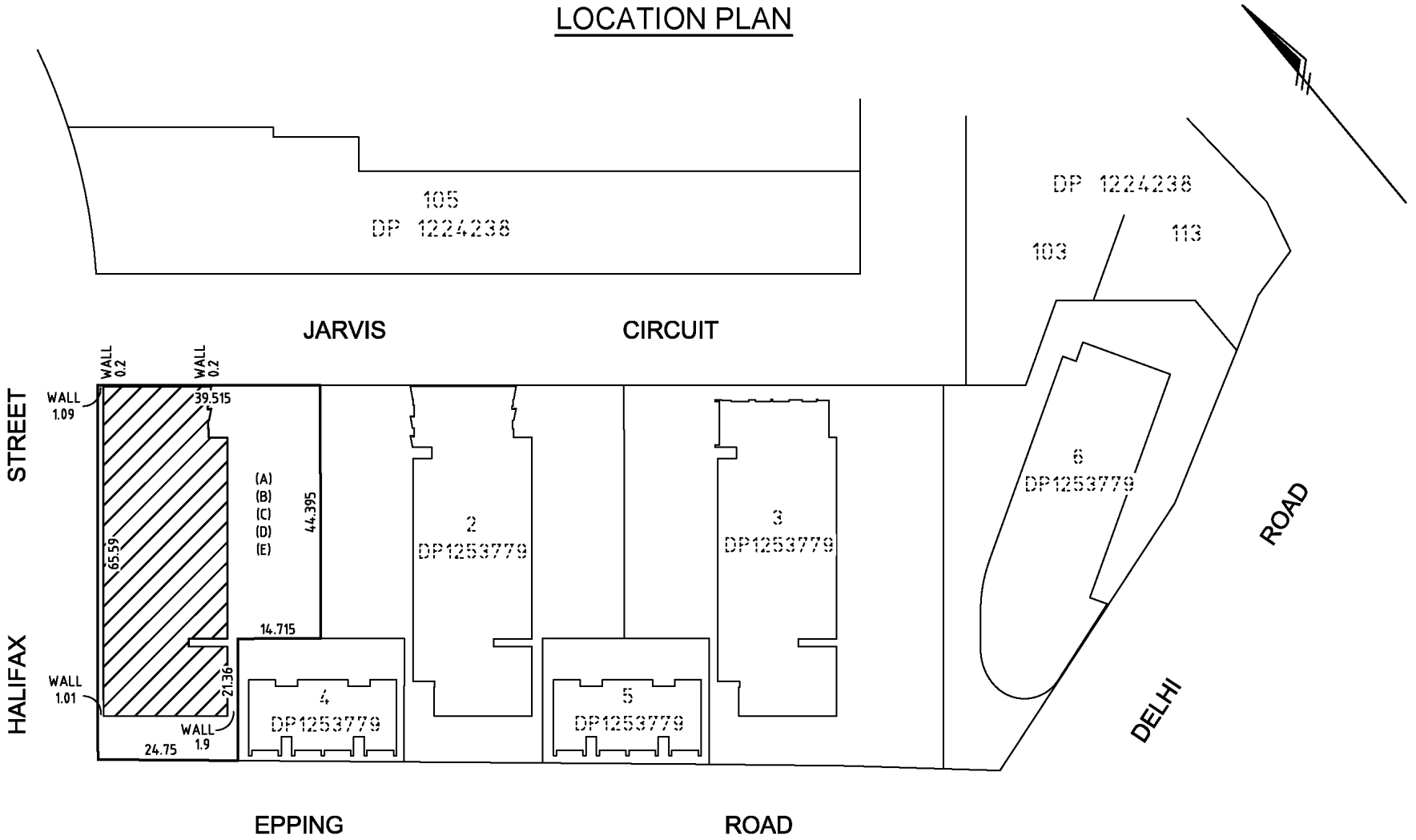
SCHEDULE OF STREET ADDRESSES (CONT)

LOT	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
137	N/A	19	HALIFAX	STREET	MACQUARIE PARK
138	N/A	19	HALIFAX	STREET	MACQUARIE PARK
139	N/A	19	HALIFAX	STREET	MACQUARIE PARK
140	N/A	19	HALIFAX	STREET	MACQUARIE PARK
141	N/A	19	HALIFAX	STREET	MACQUARIE PARK
142	N/A	19	HALIFAX	STREET	MACQUARIE PARK
143	N/A	19	HALIFAX	STREET	MACQUARIE PARK
144	N/A	19	HALIFAX	STREET	MACQUARIE PARK
145	N/A	19	HALIFAX	STREET	MACQUARIE PARK
146	N/A	19	HALIFAX	STREET	MACQUARIE PARK
147	N/A	19	HALIFAX	STREET	MACQUARIE PARK
148	N/A	19	HALIFAX	STREET	MACQUARIE PARK
149	N/A	19	HALIFAX	STREET	MACQUARIE PARK
150	N/A	19	HALIFAX	STREET	MACQUARIE PARK
151	N/A	19	HALIFAX	STREET	MACQUARIE PARK
152	N/A	19	HALIFAX	STREET	MACQUARIE PARK
153	N/A	19	HALIFAX	STREET	MACQUARIE PARK
154	N/A	19	HALIFAX	STREET	MACQUARIE PARK
155	N/A	19	HALIFAX	STREET	MACQUARIE PARK
156	N/A	19	HALIFAX	STREET	MACQUARIE PARK
157	N/A	19	HALIFAX	STREET	MACQUARIE PARK
158	N/A	19	HALIFAX	STREET	MACQUARIE PARK

Surveyor's Reference: PR132364-L3-SP

BUILDING L1
LOCATION PLAN



(A) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1253779)
(B) EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1253779)
(C) EASEMENT FOR FIRE STAIRS & EMERGENCY EGRESS (WHOLE OF LOT) (DP1253779)
(D) EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (DP1253779)
(E) EASEMENT FOR ACCESS (WHOLE OF LOT) (DP1253779)

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date of Survey: 26-09-2019 Surveyor's Ref: PR 132364-L1-SP	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 750 Lengths are in metres.	Registered: 29.11.2019	SP100396

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

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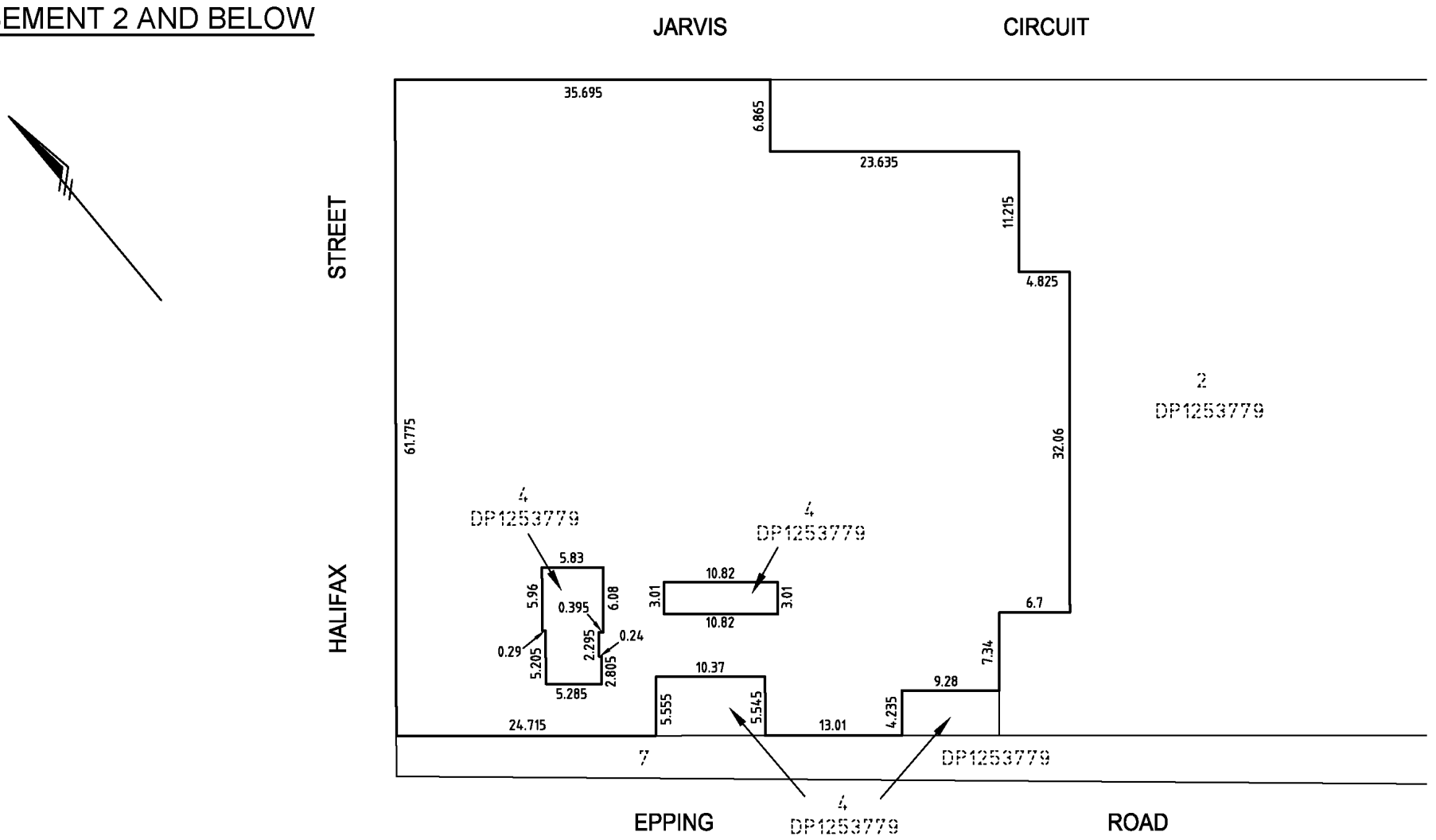
LOCATION PLAN
BASEMENT 2 AND BELOW



SURVEYOR Name: MATTHEW RUSSELL STANLEY Date of Survey: 26-09-2019 Surveyor's Ref: PR 132364-L1-SP	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: **400** Lengths are in metres.	Registered: 29.11.2019	SP100396

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

Req:R792411 /Doc:SP 0100396 P /Rev:29-Nov-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:2 of 31
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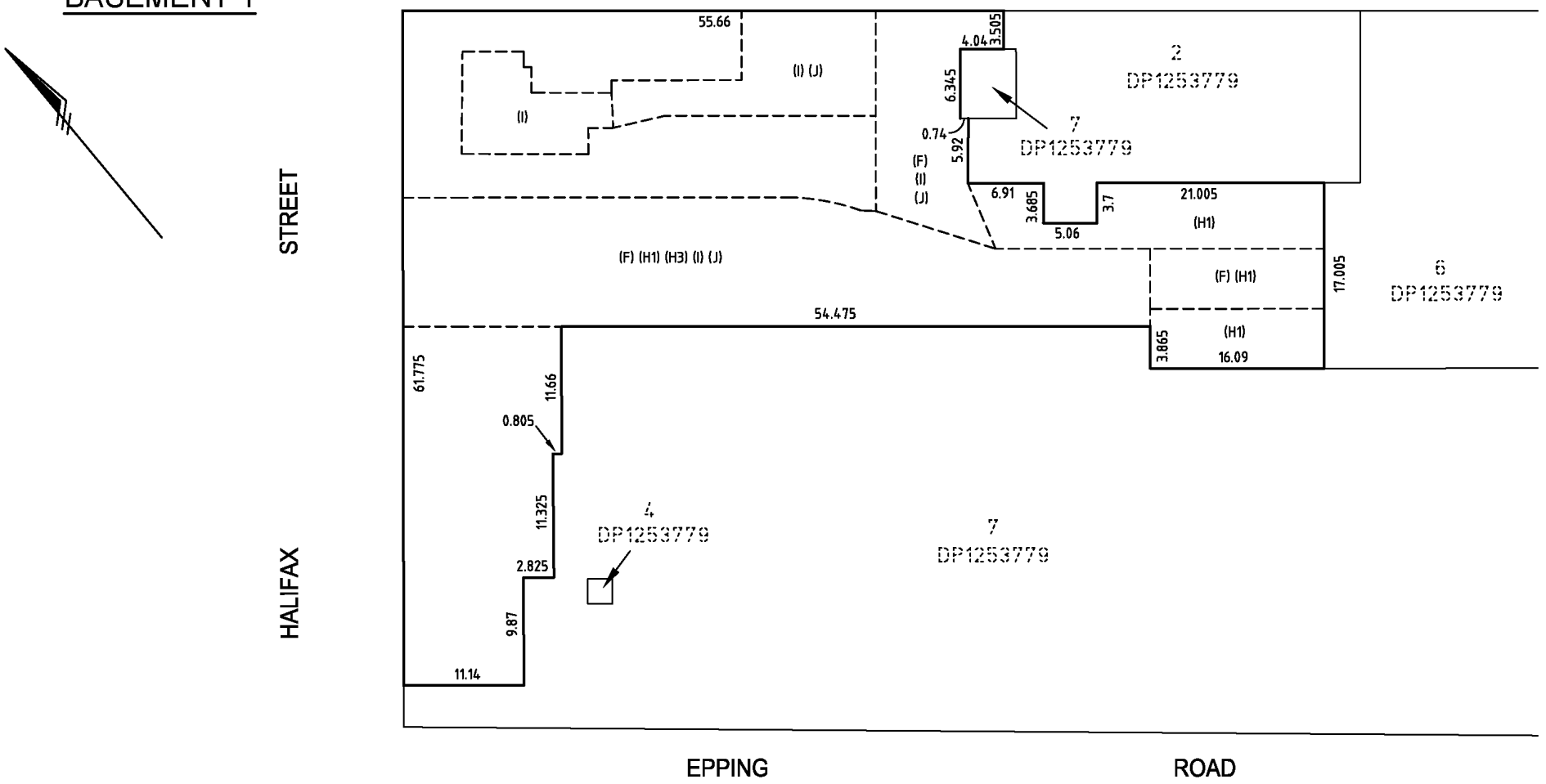
LOCATION PLAN
BASEMENT 1



(F) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(H1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(H3) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(I) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(J) EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date of Survey: 26-09-2019 Surveyor's Ref: PR 132364-L1-SP	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 400 Lengths are in metres.	Registered: 29.11.2019	SP100396

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

Req:R792411 /Doc:SP 0100396 P /Rev:29-Nov-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:3 of 31
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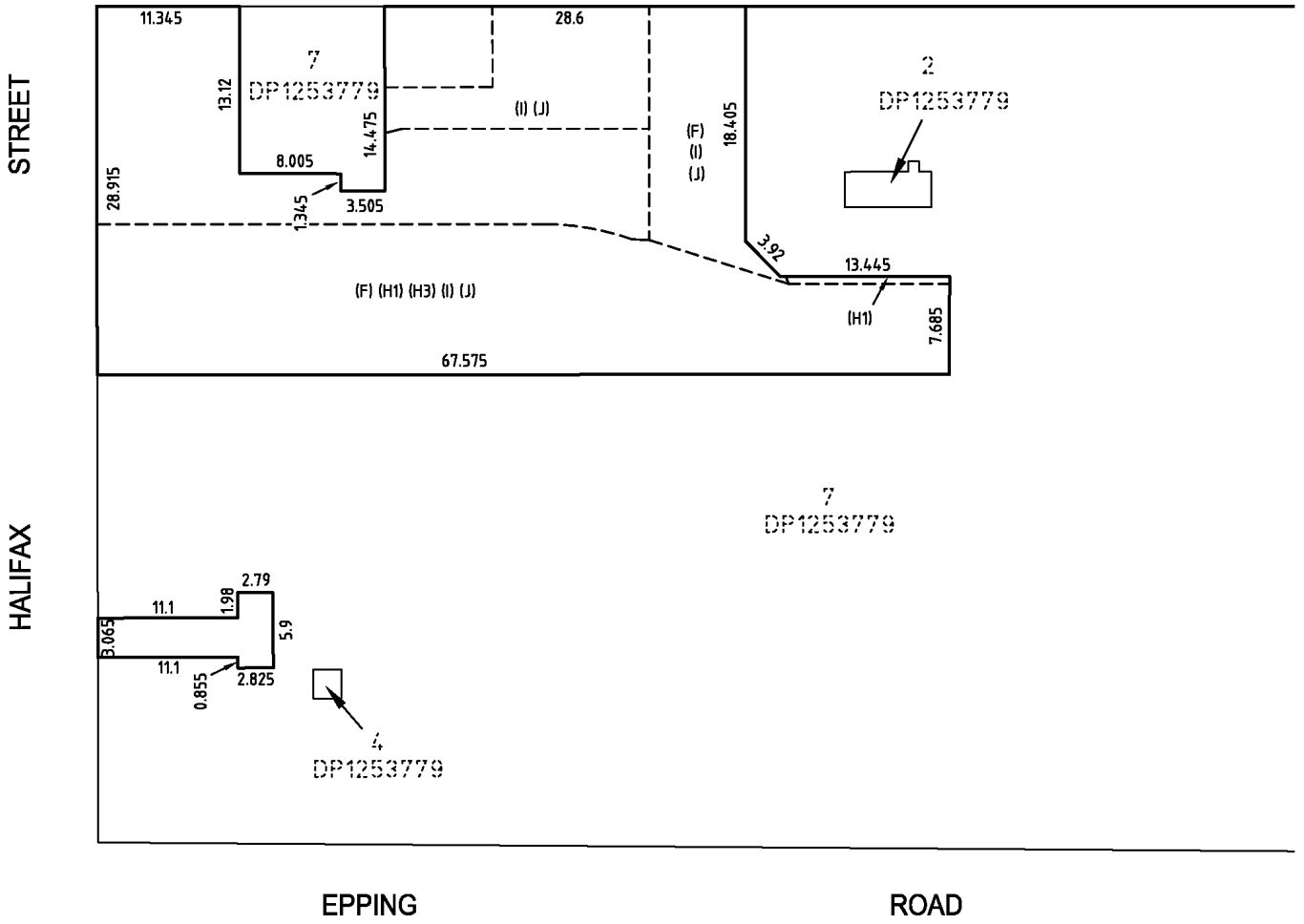
LOCATION PLAN

BASEMENT 0

NO FLOOR PLAN EXISTS FOR BASEMENT 0
AS IT CONSISTS OF COMMON PROPERTY ONLY



(F) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(H1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(H3) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(I) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(J) EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE	Registered:	SP100396
Name: MATTHEW RUSSELL STANLEY		Locality: MACQUARIE PARK	29.11.2019	
Date of Survey: 26-09-2019		Reduction Ratio: 400		
Surveyor's Ref: PR 132364-L1-SP		Lengths are in metres.		

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

Req:R792411 /Doc:SP 0100396 P /Rev:29-Nov-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:4 of 31
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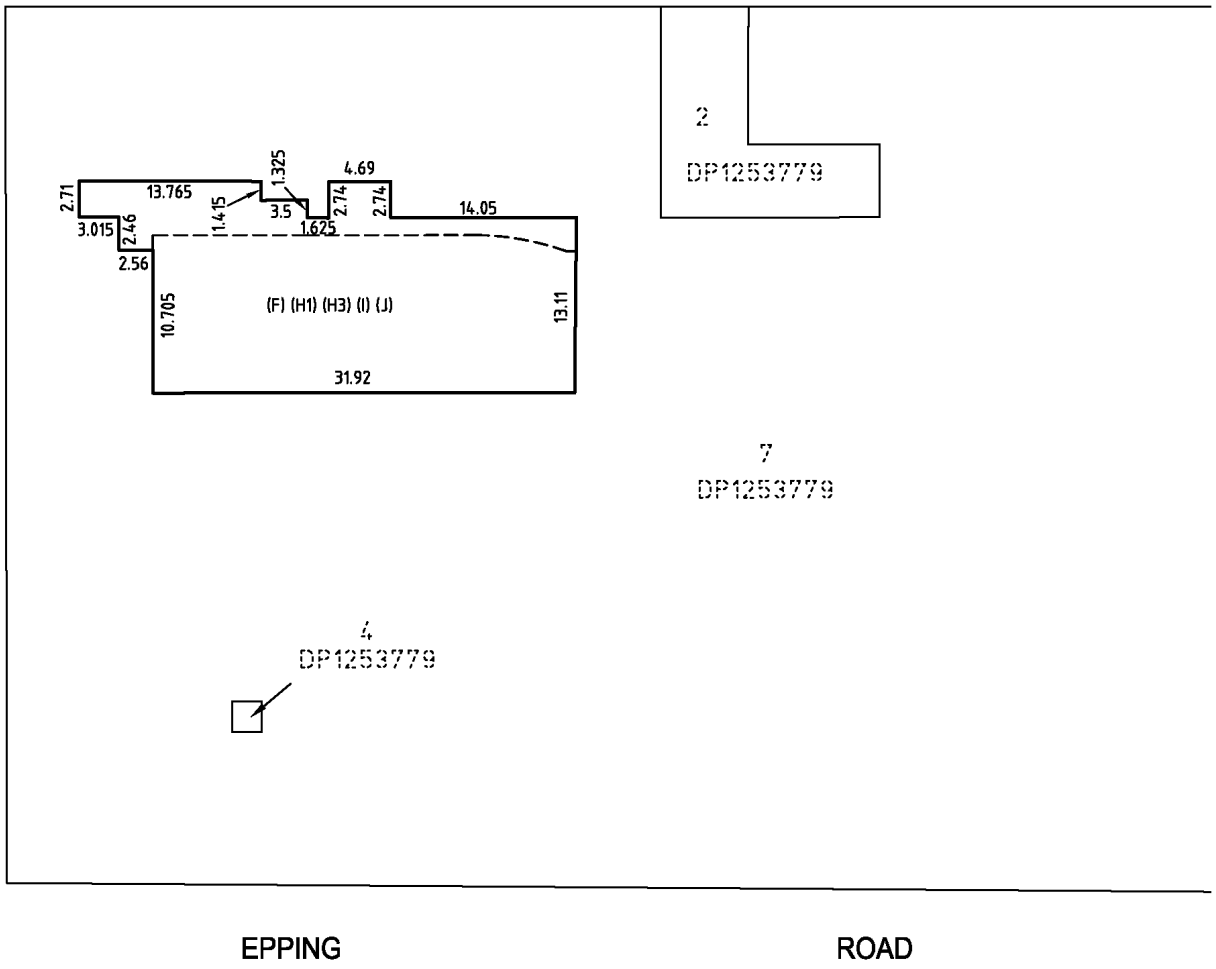
LOCATION PLAN
GROUND LEVEL

THERE IS NO LEVEL 1 IN THIS SCHEME

NO FLOOR PLAN EXISTS FOR GROUND LEVEL
AS IT CONSISTS OF COMMON PROPERTY ONLY



(F) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(H1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(H3) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(I) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)
(J) EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (DP1253779)

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date of Survey: 26-09-2019 Surveyor's Ref: PR 132364-L1-SP	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 400 Lengths are in metres.	Registered: 29.11.2019	SP100396

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

Req:R792411 /Doc:SP 0100396 P /Rev:29-Nov-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:5 of 31
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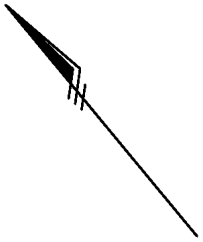
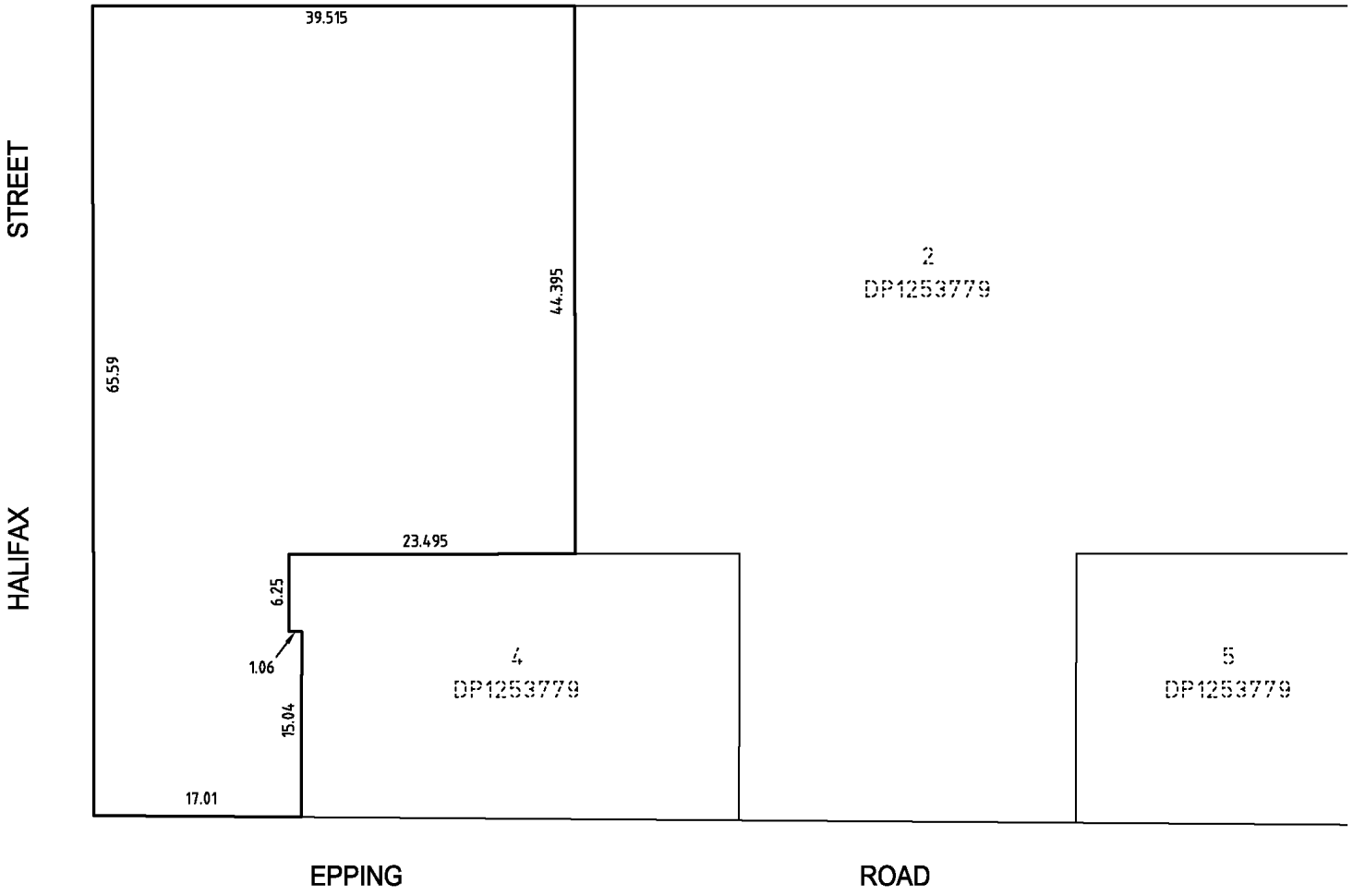
LOCATION PLAN

LEVEL 2

THERE IS NO LEVEL 1 IN THIS SCHEME





SURVEYOR Name: MATTHEW RUSSELL STANLEY Date of Survey: 26-09-2019 Surveyor's Ref: PR 132364-L1-SP	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 400 Lengths are in metres.	Registered: 29.11.2019	SP100396

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

Req:R792411 /Doc:SP 0100396 P /Rev:29-Nov-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:6 of 31
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LOCATION PLAN
LEVEL 3 AND ABOVE



SURVEYOR Name: MATTHEW RUSSELL STANLEY Date of Survey: 26-09-2019 Surveyor's Ref: PR 132364-L1-SP	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 400 Lengths are in metres.	Registered: 29.11.2019	SP100396

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

Req:R792411 /Doc:SP 0100396 P /Rev:29-Nov-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:7 of 31
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BASEMENT 2

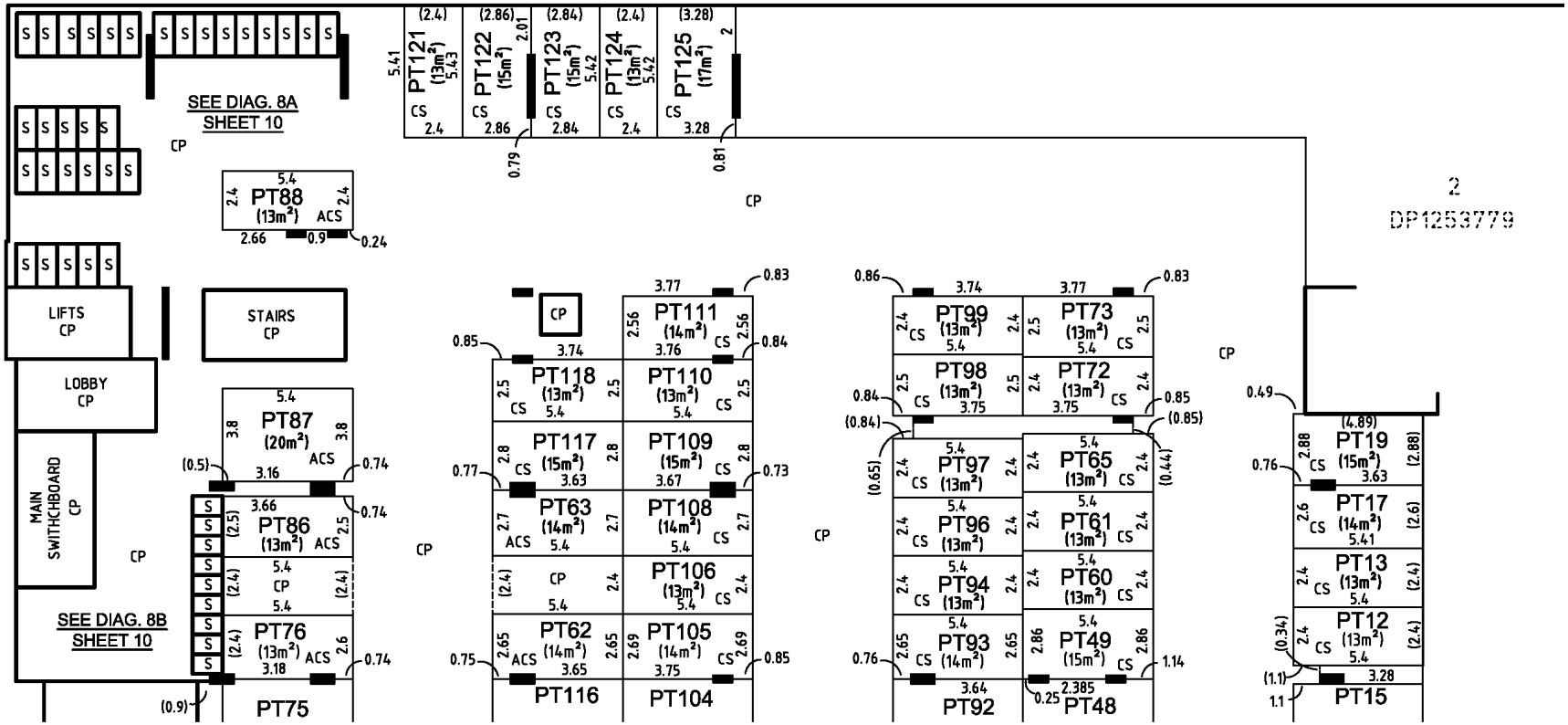
SHEET 1 OF 2

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

CP DENOTES COMMON PROPERTY
S DENOTES STORAGE
ACS DEMOTES ACCESSIBLE CAR SPACE
CS DENOTES CAR SPACE

DENOTES PROLONGATION OF CENTRE OF COLUMN
DENOTES PROLONGATION OF FACE OF COLUMN

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE



SURVEYOR Name: MATTHEW RUSSELL STANLEY Date of Survey: 26-09-2019 Surveyor's Ref: PR 132364-L1-SP	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 200 Lengths are in metres.	Registered: 29.11.2019	SP100396

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

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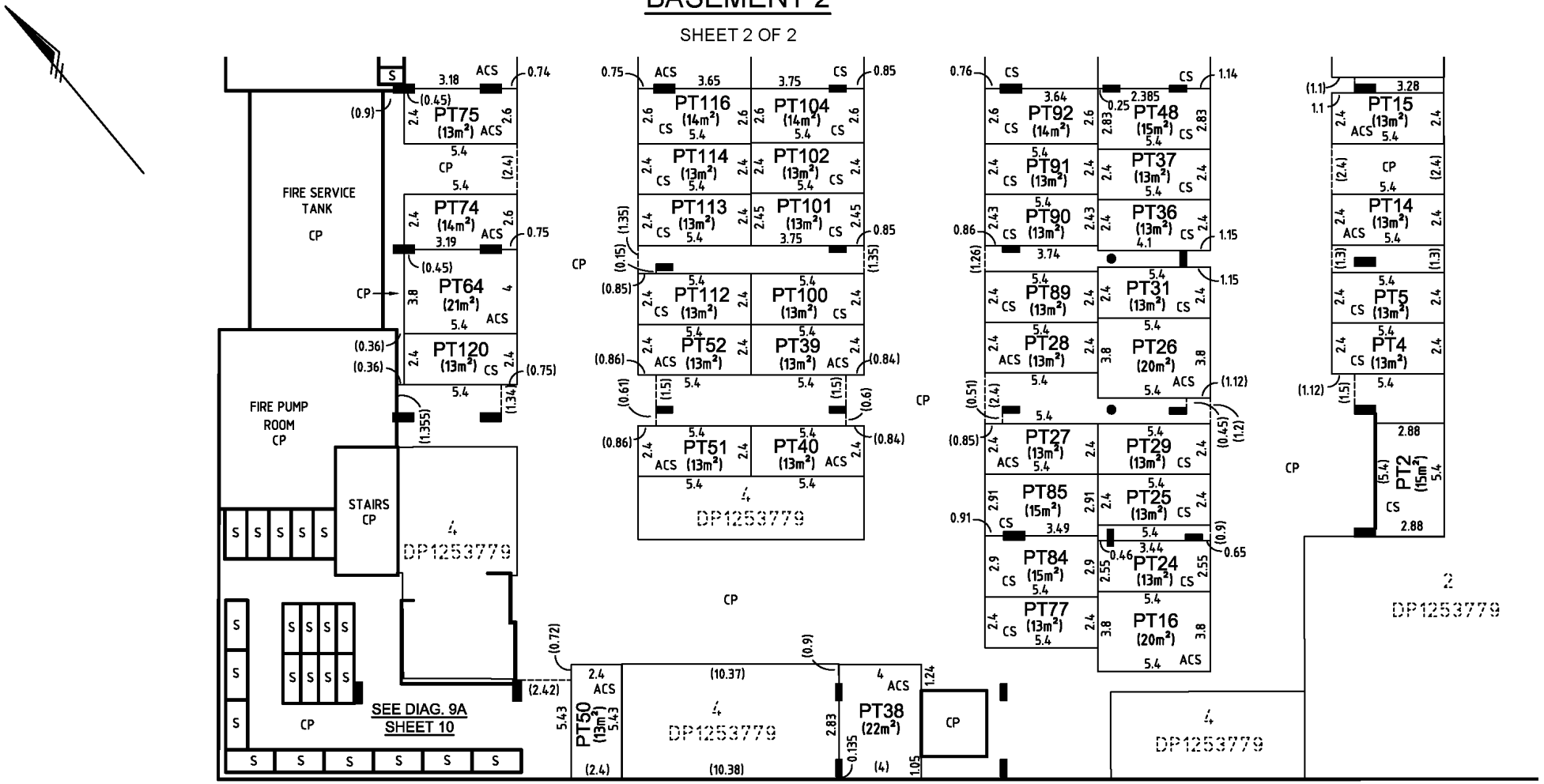
BASEMENT 2

SHEET 2 OF 2



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

CP DENOTES COMMON PROPERTY
S DENOTES STORAGE
ACS DEMOTES ACCESSIBLE CAR SPACE
CS DENOTES CAR SPACE

DENOTES PROLONGATION OF CENTRE OF COLUMN
DENOTES PROLONGATION OF FACE OF COLUMN
ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date of Survey: 26-09-2019 Surveyor's Ref: PR 132364-L1-SP	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 200 Lengths are in metres.	Registered: 29.11.2019	SP100396

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

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BASEMENT 2
STORAGE AREAS

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

CP DENOTES COMMON PROPERTY
S DENOTES STORAGE
ACS DEMOTES ACCESSIBLE CAR SPACE
CS DENOTES CAR SPACE

DENOTES PROLONGATION OF CENTRE OF COLUMN

DENOTES PROLONGATION OF FACE OF COLUMN

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE

STORAGE CAGE AREAS ARE 1m² UNLESS SHOWN OTHERWISE

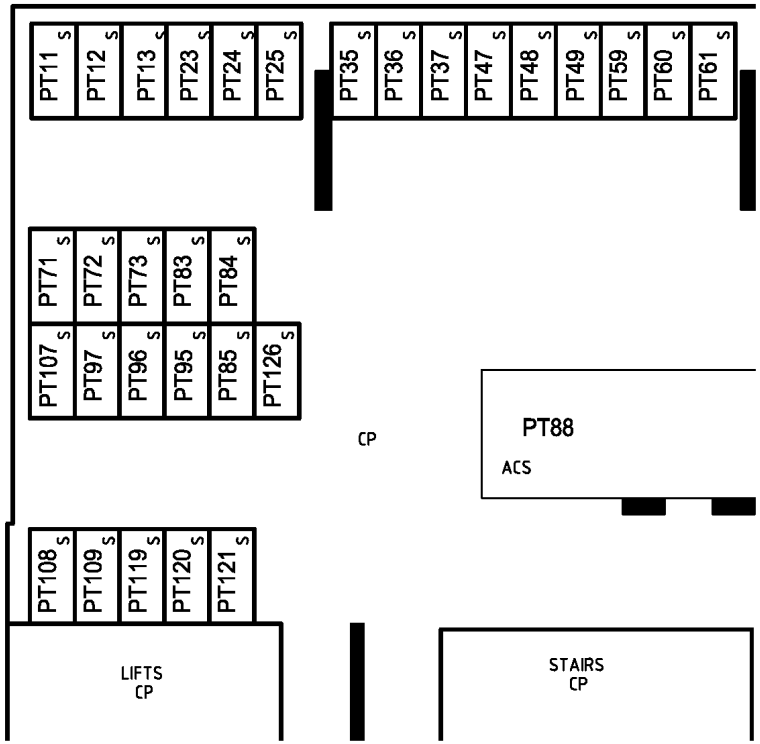

DIAGRAM 8A
SCALE 1:100

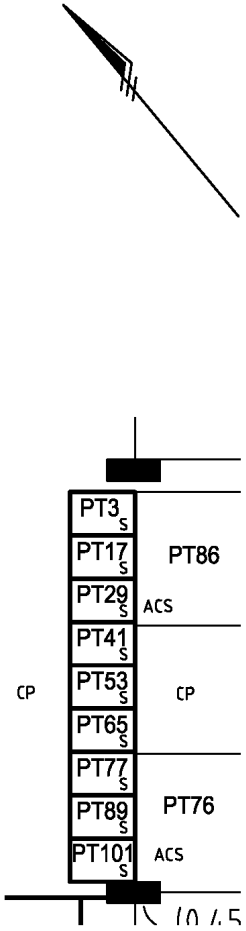

DIAGRAM 8B
SCALE 1:100

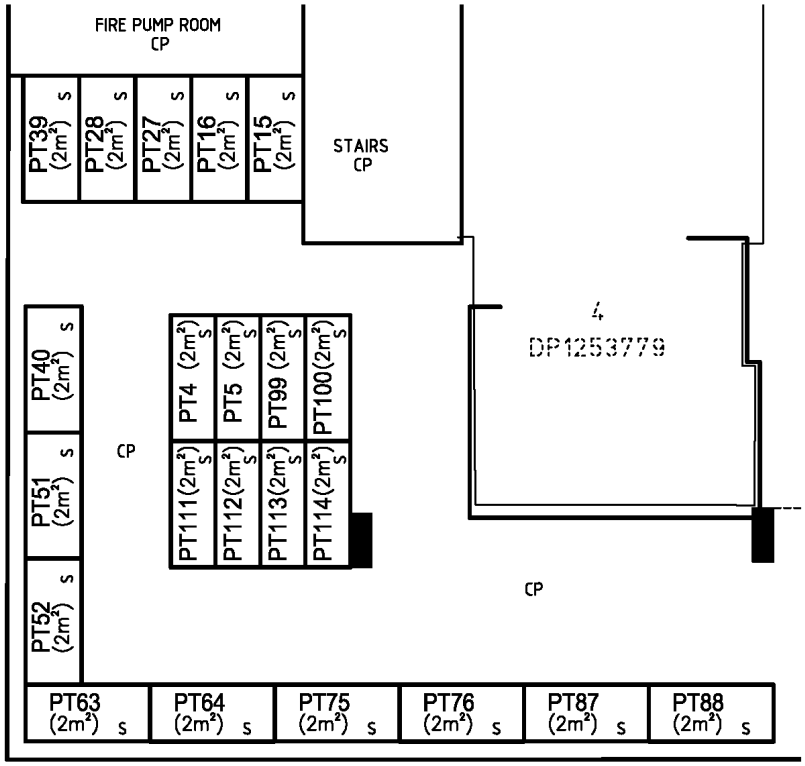

DIAGRAM 9A
SCALE 1:100

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date of Survey: 26-09-2019 Surveyor's Ref: PR 132364-L1-SP	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 200 Lengths are in metres.	Registered: 29.11.2019	SP100396

10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

Req:R792411 /Doc:SP 0100396 P /Rev:29-Nov-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:10 of 31
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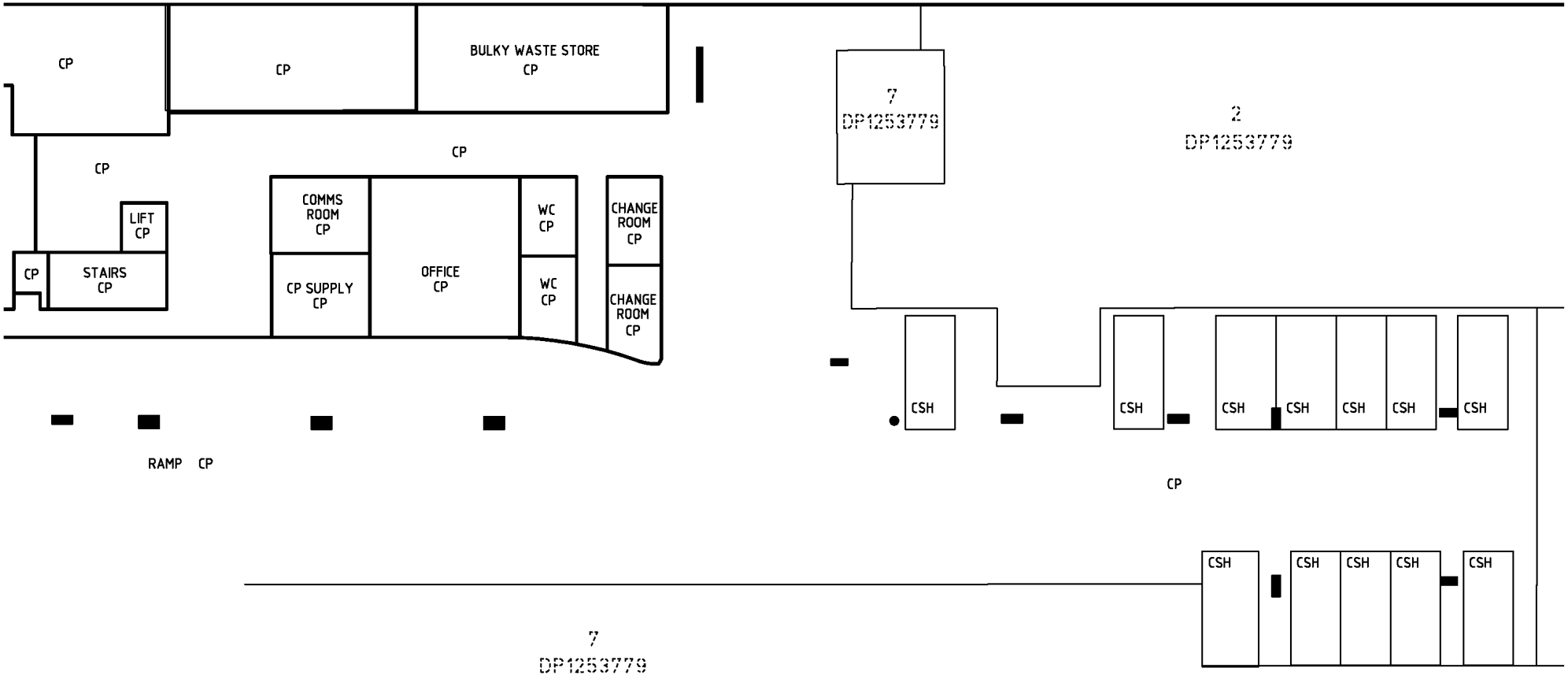
BASEMENT 1

NO FLOOR PLAN EXISTS FOR BASEMENT 0 & GROUND LEVEL AS THEY CONSIST OF COMMON PROPERTY ONLY

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

CP DENOTES COMMON PROPERTY
CSH DENOTES CAR SHARE (CP)

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE



SURVEYOR Name: MATTHEW RUSSELL STANLEY Date of Survey: 26-09-2019 Surveyor's Ref: PR 132364-L1-SP	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: **200** Lengths are in metres.	Registered: 29.11.2019	SP100396

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Req:R792411 /Doc:SP 0100396 P /Rev:29-Nov-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:11 of 31
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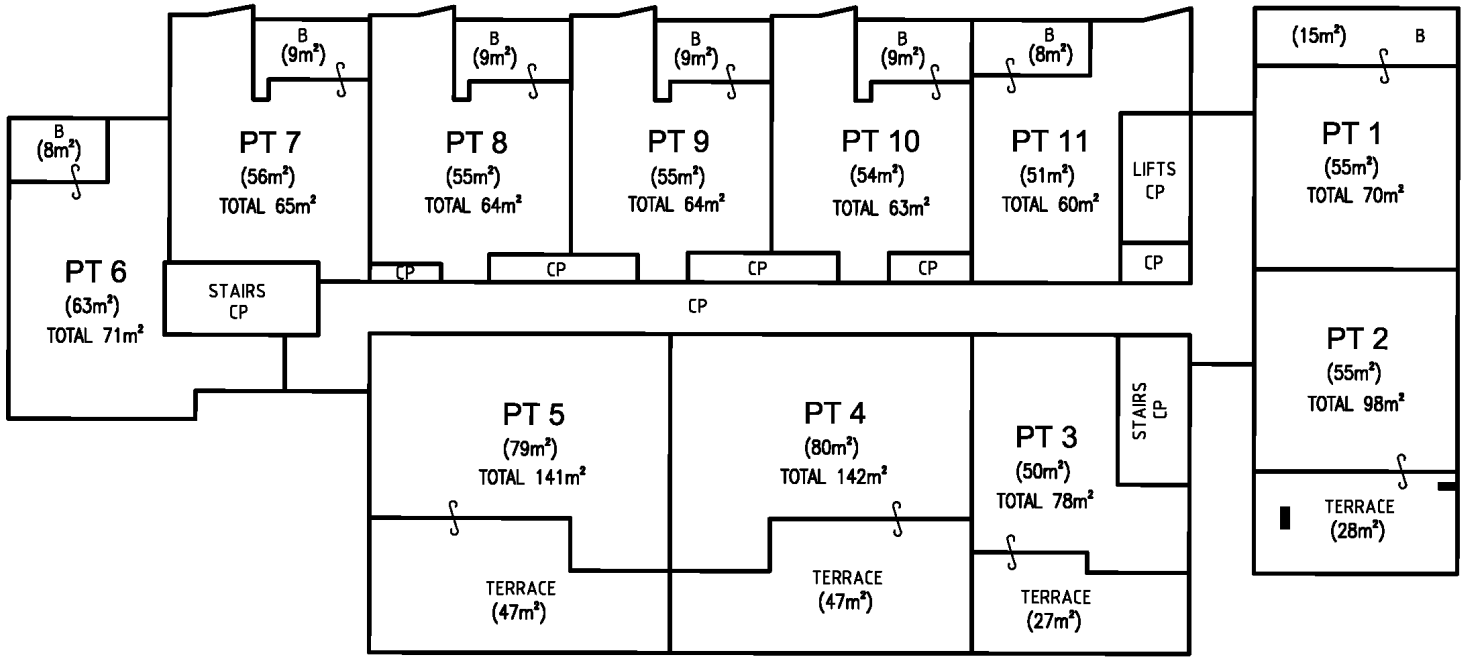
BUILDING L1
LEVEL 2

NO FLOOR PLAN EXISTS FOR BASEMENT 0 & GROUND LEVEL AS THEY CONSIST OF COMMON PROPERTY ONLY



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

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

BALCONIES AND TERRACES ON THIS LEVEL ARE LIMITED IN HEIGHT TO 2.9 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

AIR CONDITIONING UNITS LOCATED WITHIN THE COMMON PROPERTY ROOF SPACE FORM PART OF THE RESPECTIVE LOTS

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE	Registered:	SP100396
Name: MATTHEW RUSSELL STANLEY		Locality: MACQUARIE PARK	29.11.2019	
Date of Survey: 26-09-2019		Reduction Ratio: 200		
Surveyor's Ref: PR 132364-L1-SP		Lengths are in metres.		

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

Req:R792411 /Doc:SP 0100396 P /Rev:29-Nov-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:12 of 31
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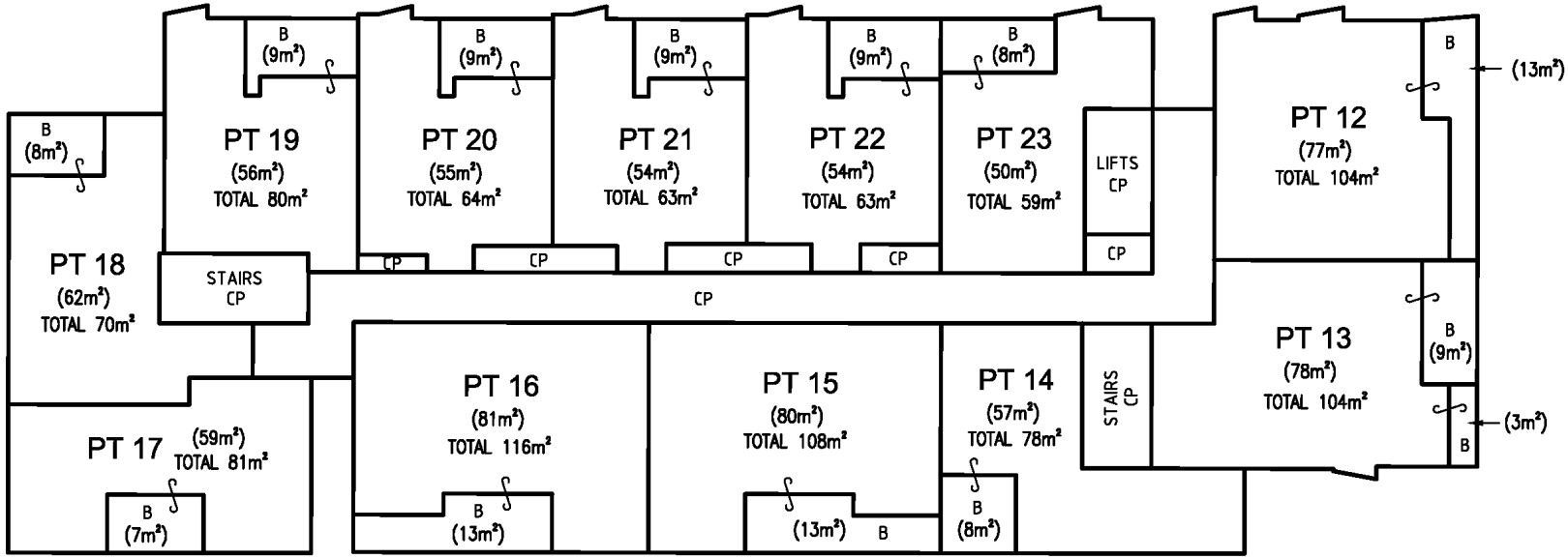
BUILDING L1

LEVEL 3

THERE IS NO LEVEL 4 IN THIS SCHEME



AIR CONDITIONING UNITS LOCATED WITHIN THE COMMON PROPERTY ROOF SPACE FORM PART OF THE RESPECTIVE LOTS

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CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date of Survey: 26-09-2019 Surveyor's Ref: PR 132364-L1-SP	PLAN OF SUBDIVISION OF LOT 1 IN DP 1253779	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 200 Lengths are in metres.	Registered: 29.11.2019	SP100396

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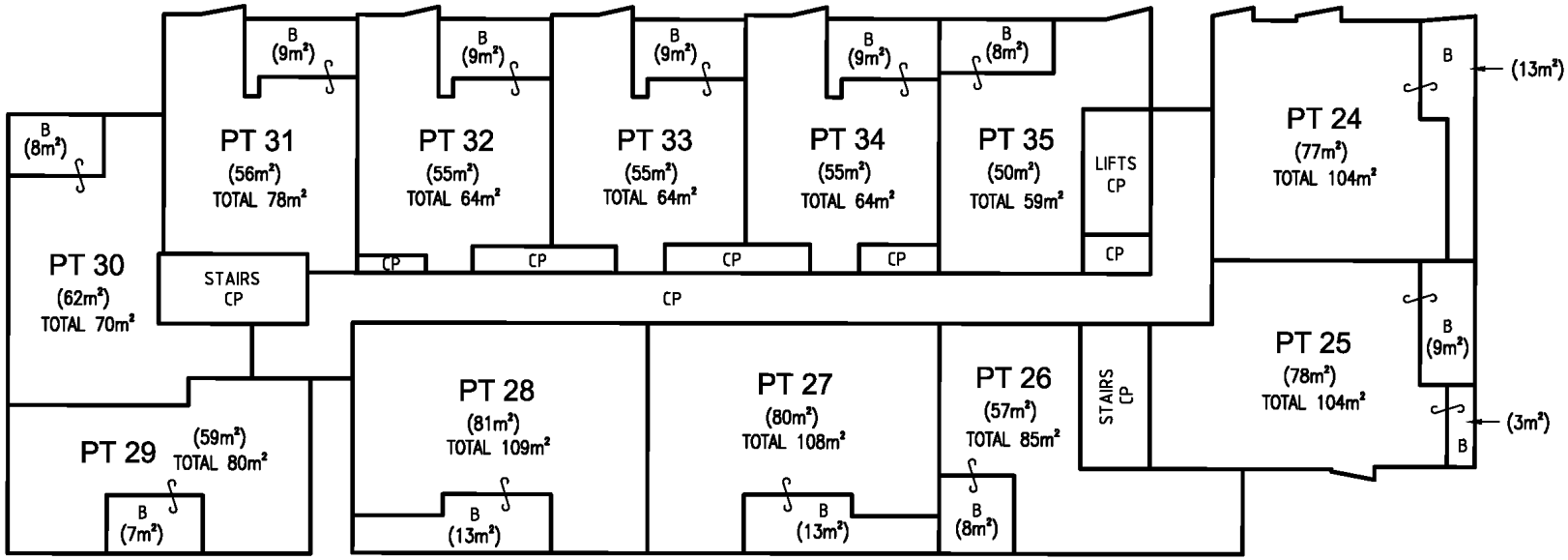
BUILDING L1

LEVEL 5

THERE IS NO LEVEL 4 IN THIS SCHEME



AIR CONDITIONING UNITS LOCATED WITHIN THE COMMON PROPERTY ROOF SPACE FORM PART OF THE RESPECTIVE LOTS

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CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

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10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

Req:R792411 /Doc:SP 0100396 P /Rev:29-Nov-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:14 of 31
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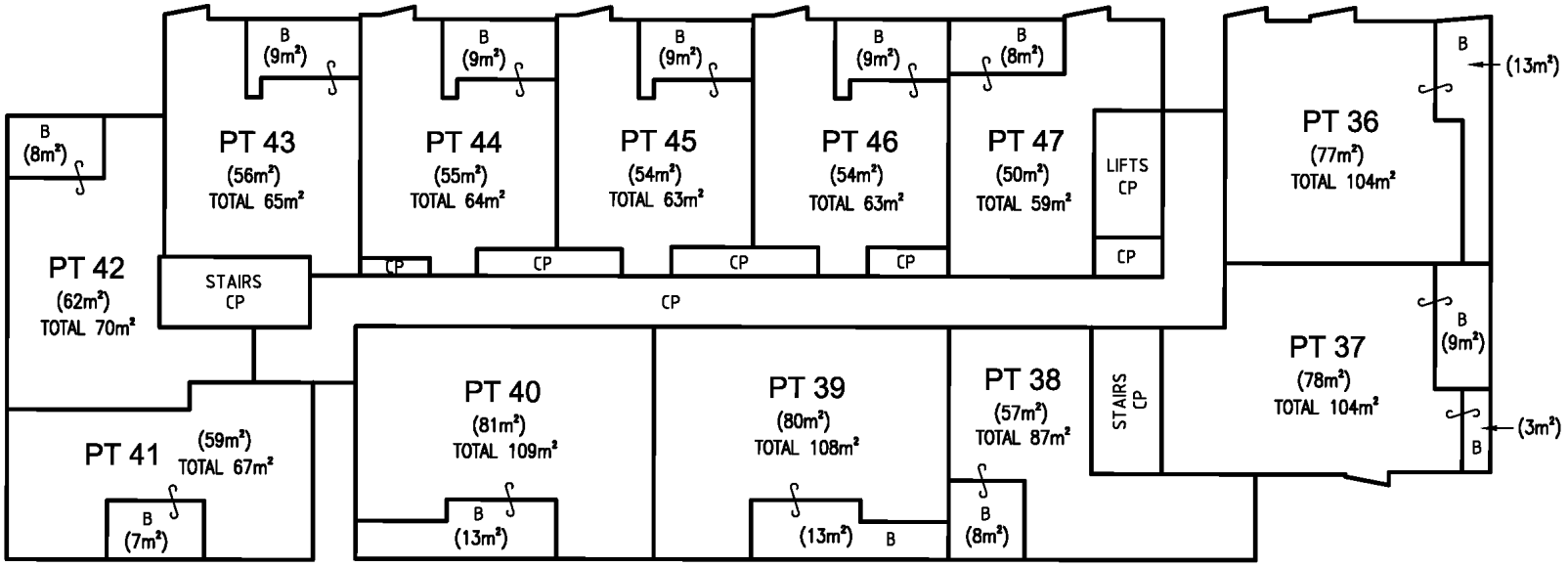
BUILDING L1

LEVEL 6



AIR CONDITIONING UNITS LOCATED WITHIN THE COMMON PROPERTY ROOF SPACE FORM PART OF THE RESPECTIVE LOTS

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CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

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Name: MATTHEW RUSSELL STANLEY		Locality: MACQUARIE PARK	29.11.2019	
Date of Survey: 26-09-2019		Reduction Ratio: 200		
Surveyor's Ref: PR 132364-L1-SP		Lengths are in metres.		

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm Cad Ref: PR132364-L1-SP-001d.dwg

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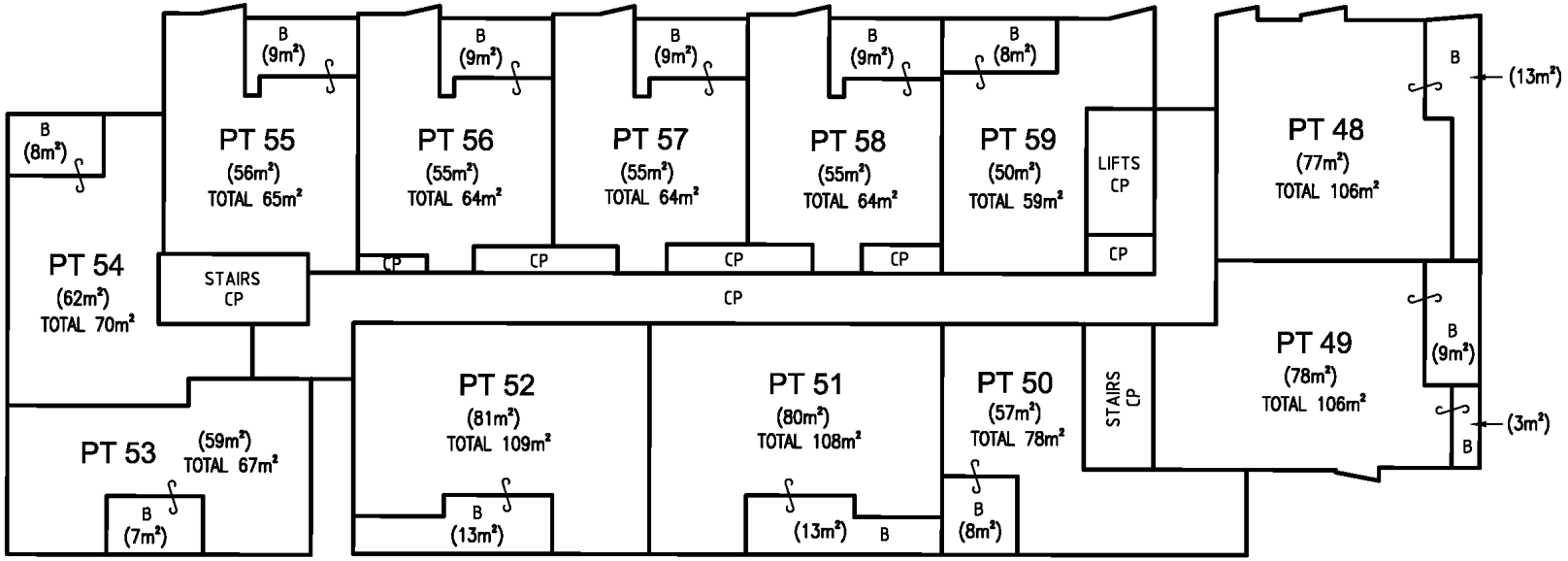
BUILDING L1

LEVEL 7



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CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

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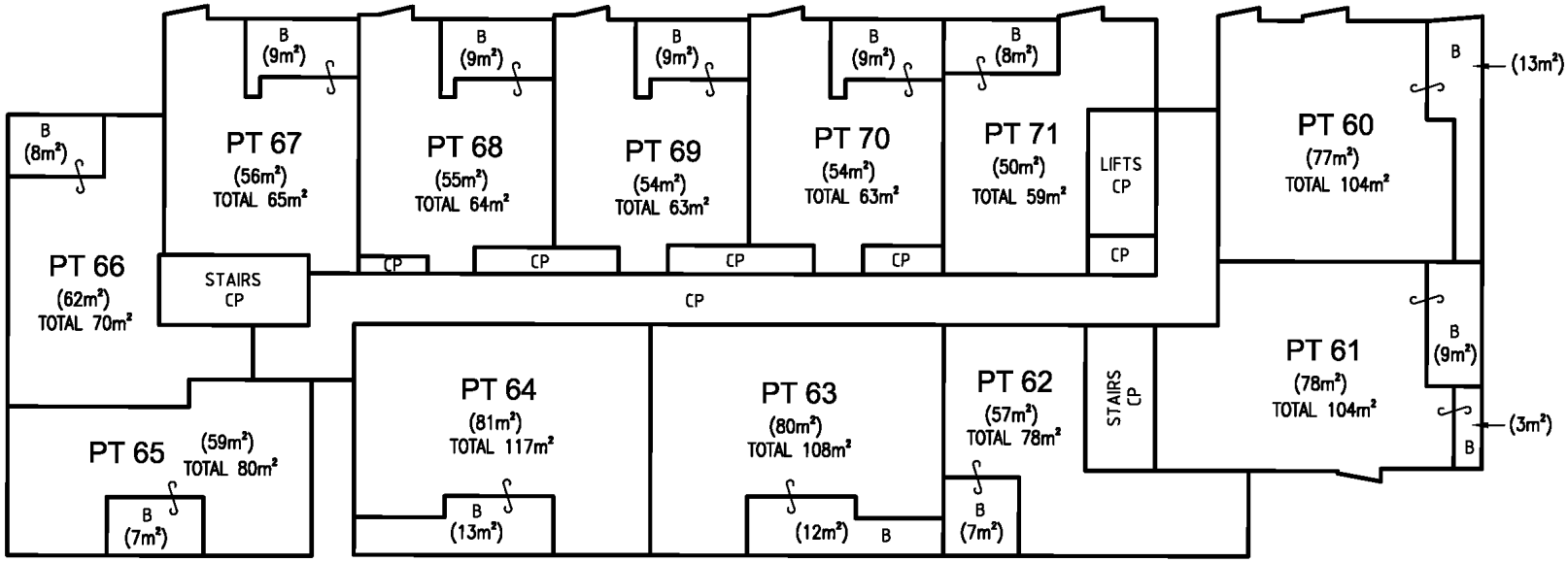
BUILDING L1

LEVEL 8



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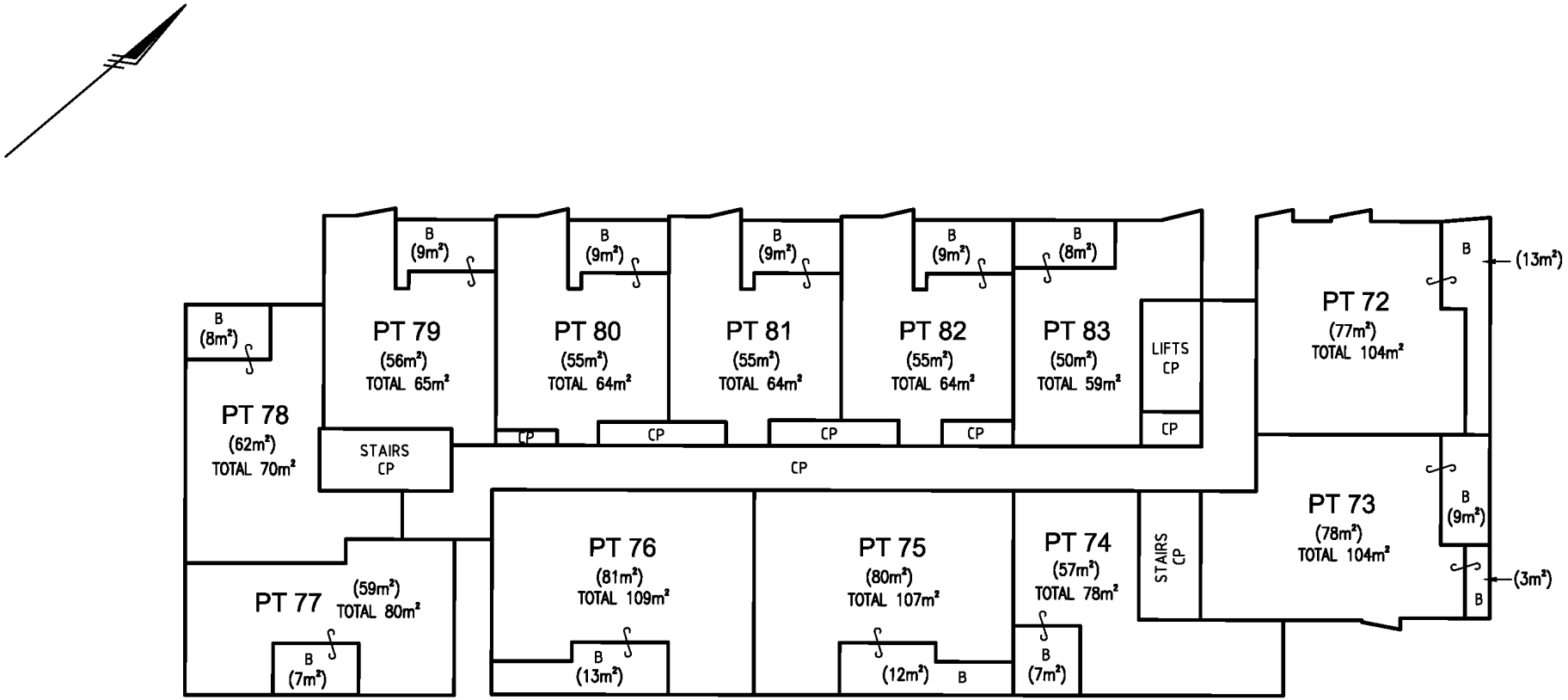
BUILDING L1

LEVEL 9



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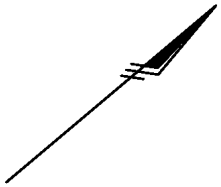
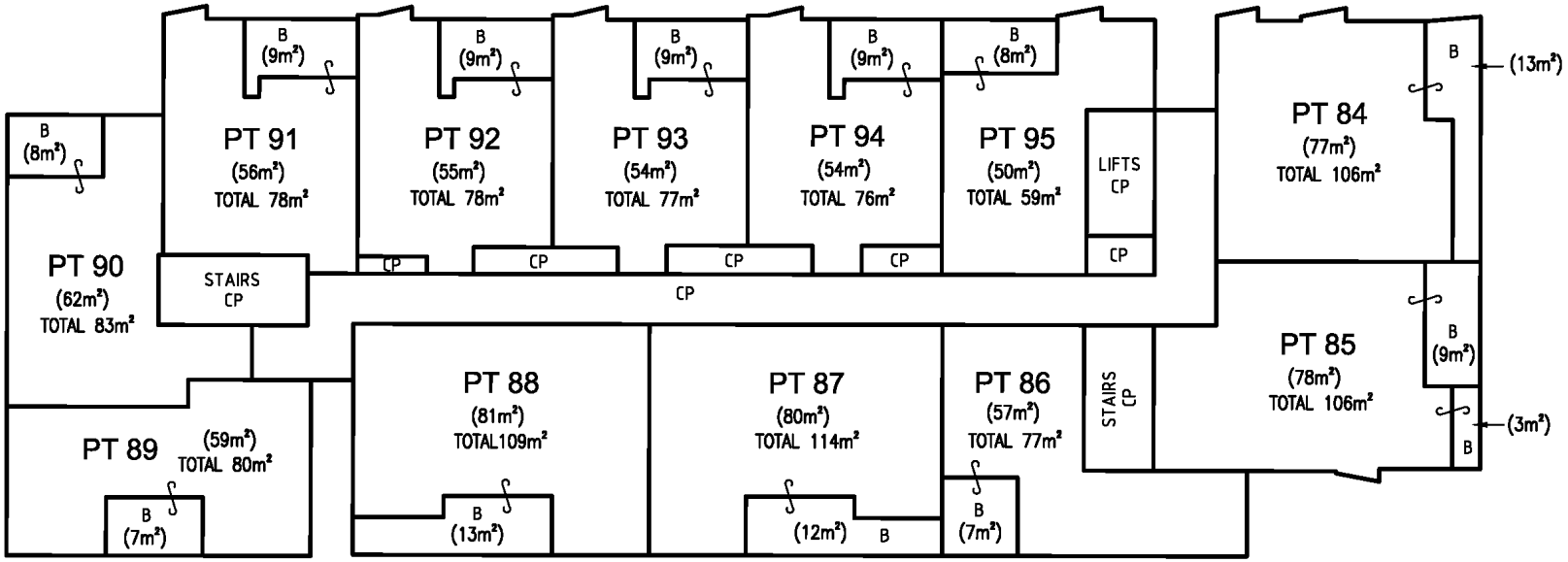
BUILDING L1

LEVEL 10





AIR CONDITIONING UNITS LOCATED WITHIN THE COMMON PROPERTY ROOF SPACE FORM PART OF THE RESPECTIVE LOTS

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CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

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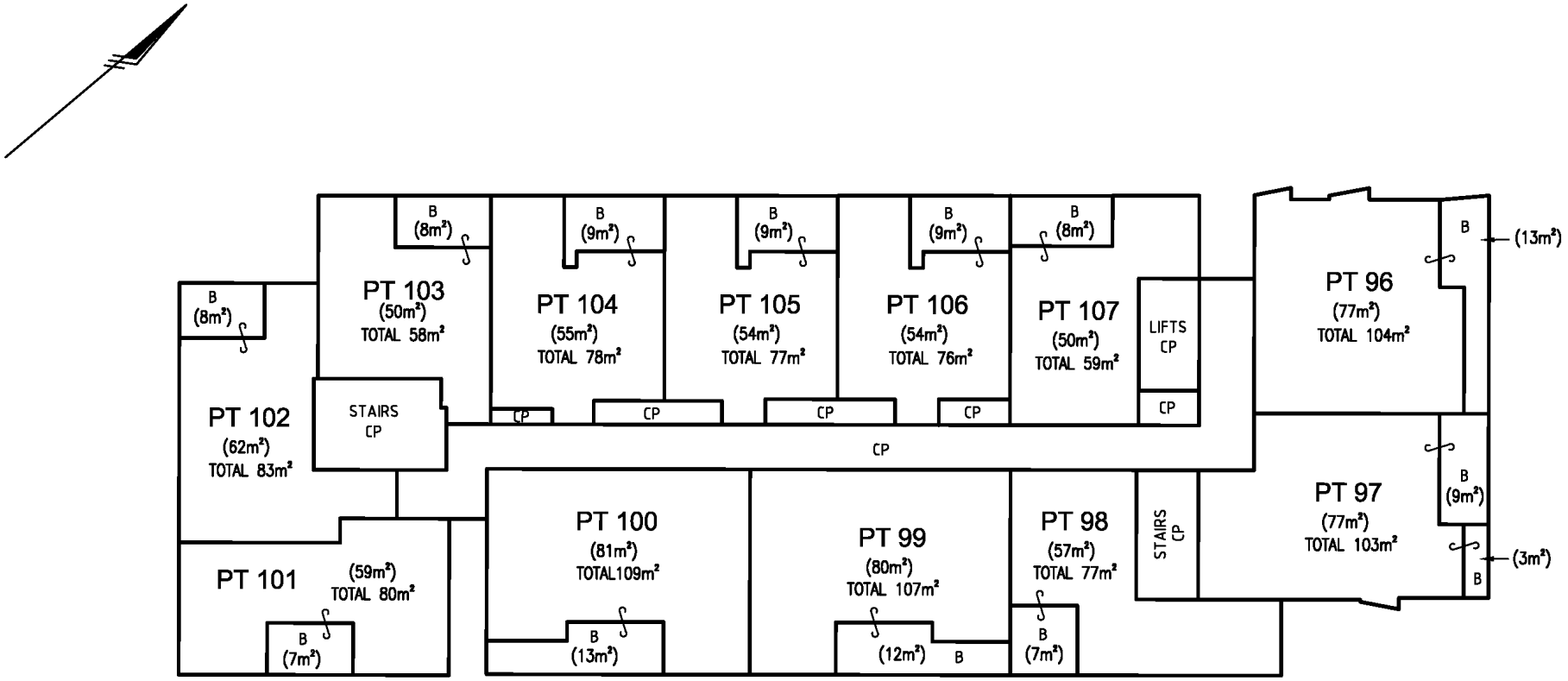
BUILDING L1

LEVEL 11



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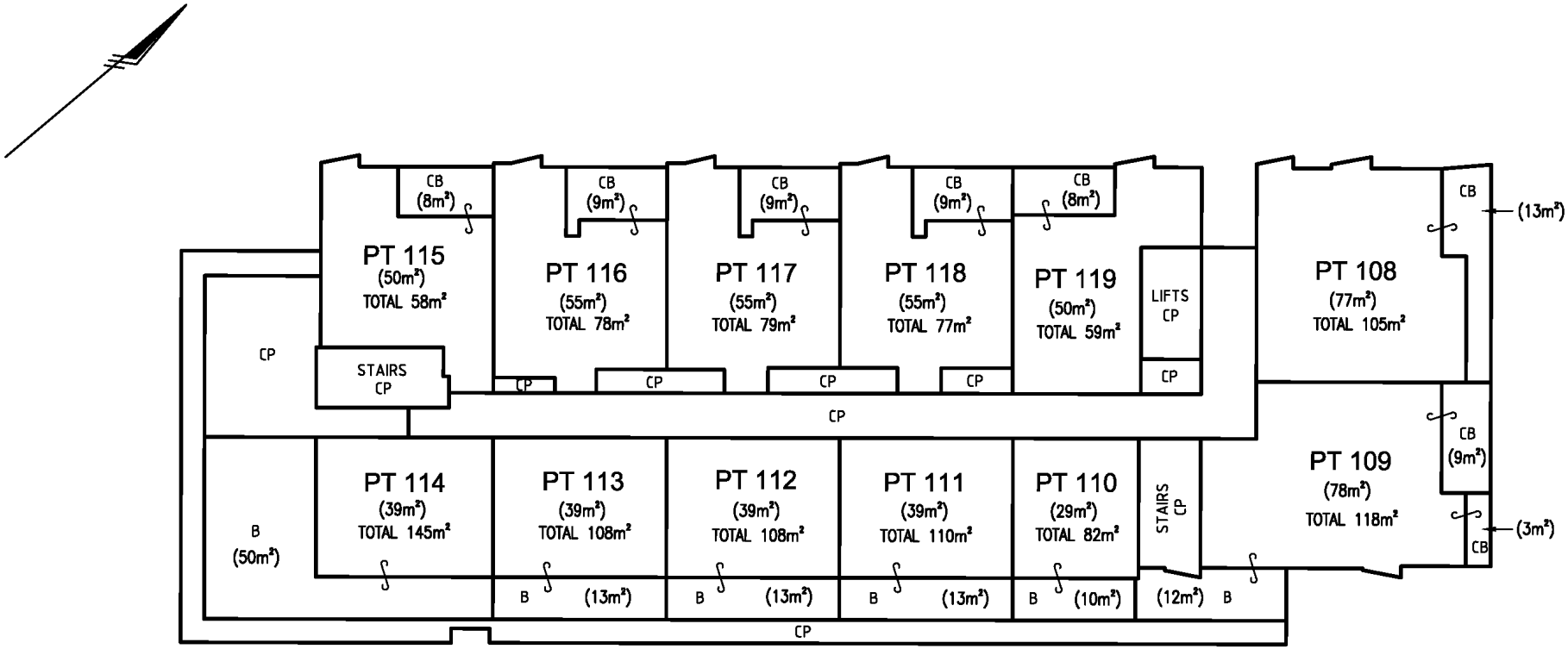
BUILDING L1

LEVEL 12



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

CP DENOTES COMMON PROPERTY
CB DENOTES COVERED BALCONY
B DENOTES BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS & DUCTS SHOWN

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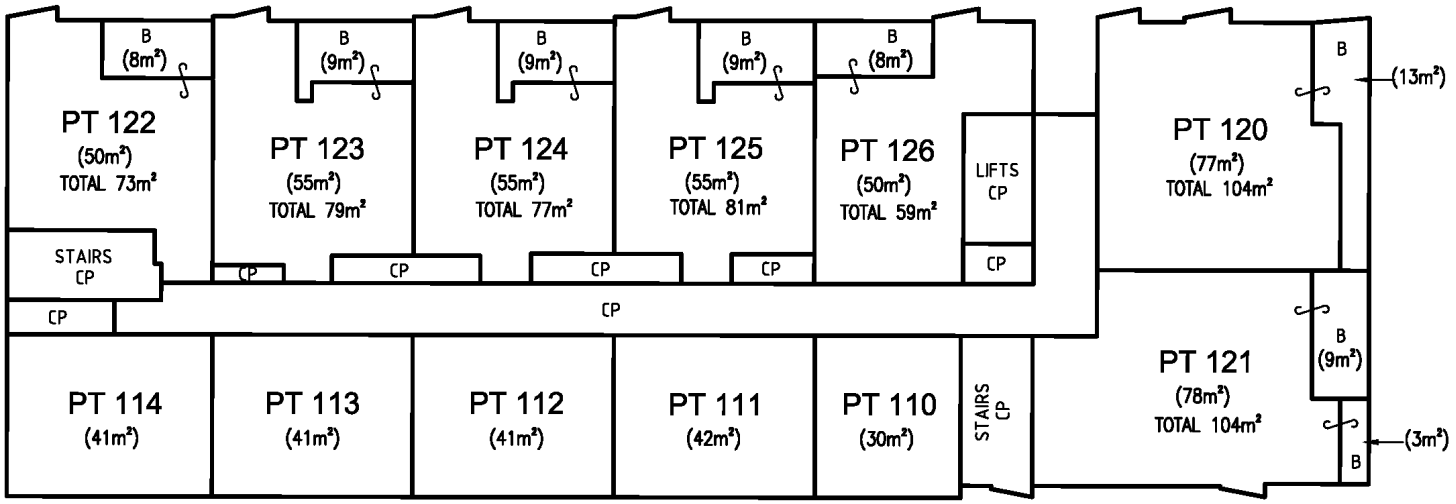
© Office of the Registrar-General /Src:TRISearch /Ref:CV:26103

BUILDING L1
LEVEL 13



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SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 9 sheet(s)

Office Use Only

Registered: 29.11.2019

Office Use Only

SP100396

PLAN OF SUBDIVISION OF
LOT 1 IN DP1253779

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

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

Address for Service of Documents

27 Halifax Street,
MACQUARIE PARK NSW 2113

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 MATTHEW RUSSELL STANLEY,
of RPS AUSTRALIA EAST PTY LTD,
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

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

Signature: .....
Date: 26-09-2019
Surveyor ID: 8759
Surveyor's Reference: PR132364-L1-SP

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

Strata Certificate (Accredited Certifier)

I DENNY LINKER being an Accredited Certifier, accreditation number BPB0232, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

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

~~*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.~~

~~*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ ..... will be created as utility lots and restricted in accordance with section 63 *Strata Schemes Development Act 2015*.~~

Certificate Reference: 322018-L1
Relevant Planning Approval No.: 17/CDC38/19
issued by: IAN BAKER (BPB0017)

Signature: .....
Date: 27 SEPT 2019

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

Req:R792411 /Doc:SP 0100396 P /Rev:29-Nov-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:24 of 31
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ePlan

SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 9 sheet(s)

Office Use Only

Registered: 29.11.2019

Office Use Only

SP100396

VALUER'S CERTIFICATE

I, Nick Cesta of Skelton Valuers 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: N. Cesta Date 2-10-2019

SCHEDULE OF UNIT ENTITLEMENT

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

Surveyor's Reference: PR132364-L1-SP

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ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 9 sheet(s)

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VALUER'S CERTIFICATE

I, Nick Cesta of Skelton Valuers..... 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 2-10-2019.....

SCHEDULE OF UNIT ENTITLEMENT cont'd

LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT
100	101	110	84	120	103
101	80	111	111	121	106
102	80	112	111	122	77
103	66	113	111	123	78
104	76	114	117	124	78
105	76	115	66	125	78
106	76	116	77	126	67
107	66	117	77	TOTAL	10000
108	102	118	77		
109	111	119	67		

Surveyor's Reference: PR132364-L1-SP

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 9 sheet(s)

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

REGISTERED PROPRIETOR

Signed for Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd (ABN 65 608 744 234) in accordance with s127 of the Corporations Act

Director ▲ ~~Director~~/Secretary

Xiaohua Luo ▲ Xinmei Wang

Full name of Director ▲ Full name of ~~Director~~/Secretary

Surveyor's Reference: PR132364-L1-SP

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 9 sheet(s)

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MORTGAGEE

Signed, sealed and delivered for and on behalf of
National Australia Bank Ltd ABN 12 004 044 937
by its attorney
(print name) CHRISTINA CHOY

under Power of Attorney dated 1 March 2007, and
who declares that the Attorney has not received any
notice of the revocation of such Power of Attorney,
in the presence of
(print name)

LACHLAN EWERS.

Surveyor's Reference: PR132364-L1-SP

Req:R792411 /Doc:SP 0100396 P /Rev:29-Nov-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:28 of 31
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 9 sheet(s)

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SCHEDULE OF STREET ADDRESSES

LOT	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
CP	N/A	N/A	HALIFAX	STREET	MACQUARIE PARK
1	201	27	HALIFAX	STREET	MACQUARIE PARK
2	202	27	HALIFAX	STREET	MACQUARIE PARK
3	203	27	HALIFAX	STREET	MACQUARIE PARK
4	205	27	HALIFAX	STREET	MACQUARIE PARK
5	206	27	HALIFAX	STREET	MACQUARIE PARK
6	207	27	HALIFAX	STREET	MACQUARIE PARK
7	208	27	HALIFAX	STREET	MACQUARIE PARK
8	209	27	HALIFAX	STREET	MACQUARIE PARK
9	210	27	HALIFAX	STREET	MACQUARIE PARK
10	211	27	HALIFAX	STREET	MACQUARIE PARK
11	212	27	HALIFAX	STREET	MACQUARIE PARK
12	301	27	HALIFAX	STREET	MACQUARIE PARK
13	302	27	HALIFAX	STREET	MACQUARIE PARK
14	303	27	HALIFAX	STREET	MACQUARIE PARK
15	305	27	HALIFAX	STREET	MACQUARIE PARK
16	306	27	HALIFAX	STREET	MACQUARIE PARK
17	307	27	HALIFAX	STREET	MACQUARIE PARK
18	308	27	HALIFAX	STREET	MACQUARIE PARK
19	309	27	HALIFAX	STREET	MACQUARIE PARK
20	310	27	HALIFAX	STREET	MACQUARIE PARK
21	311	27	HALIFAX	STREET	MACQUARIE PARK
22	312	27	HALIFAX	STREET	MACQUARIE PARK
23	313	27	HALIFAX	STREET	MACQUARIE PARK
24	501	27	HALIFAX	STREET	MACQUARIE PARK
25	502	27	HALIFAX	STREET	MACQUARIE PARK
26	503	27	HALIFAX	STREET	MACQUARIE PARK
27	505	27	HALIFAX	STREET	MACQUARIE PARK
28	506	27	HALIFAX	STREET	MACQUARIE PARK
29	507	27	HALIFAX	STREET	MACQUARIE PARK
30	508	27	HALIFAX	STREET	MACQUARIE PARK
31	509	27	HALIFAX	STREET	MACQUARIE PARK
32	510	27	HALIFAX	STREET	MACQUARIE PARK
33	511	27	HALIFAX	STREET	MACQUARIE PARK
34	512	27	HALIFAX	STREET	MACQUARIE PARK

Surveyor's Reference: PR132364-L1-SP

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 7 of 9 sheet(s)

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

SCHEDULE OF STREET ADDRESSES (CONT)

LOT	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
35	513	27	HALIFAX	STREET	MACQUARIE PARK
36	601	27	HALIFAX	STREET	MACQUARIE PARK
37	602	27	HALIFAX	STREET	MACQUARIE PARK
38	603	27	HALIFAX	STREET	MACQUARIE PARK
39	605	27	HALIFAX	STREET	MACQUARIE PARK
40	606	27	HALIFAX	STREET	MACQUARIE PARK
41	607	27	HALIFAX	STREET	MACQUARIE PARK
42	608	27	HALIFAX	STREET	MACQUARIE PARK
43	609	27	HALIFAX	STREET	MACQUARIE PARK
44	610	27	HALIFAX	STREET	MACQUARIE PARK
45	611	27	HALIFAX	STREET	MACQUARIE PARK
46	612	27	HALIFAX	STREET	MACQUARIE PARK
47	613	27	HALIFAX	STREET	MACQUARIE PARK
48	701	27	HALIFAX	STREET	MACQUARIE PARK
49	702	27	HALIFAX	STREET	MACQUARIE PARK
50	703	27	HALIFAX	STREET	MACQUARIE PARK
51	705	27	HALIFAX	STREET	MACQUARIE PARK
52	706	27	HALIFAX	STREET	MACQUARIE PARK
53	707	27	HALIFAX	STREET	MACQUARIE PARK
54	708	27	HALIFAX	STREET	MACQUARIE PARK
55	709	27	HALIFAX	STREET	MACQUARIE PARK
56	710	27	HALIFAX	STREET	MACQUARIE PARK
57	711	27	HALIFAX	STREET	MACQUARIE PARK
58	712	27	HALIFAX	STREET	MACQUARIE PARK
59	713	27	HALIFAX	STREET	MACQUARIE PARK
60	801	27	HALIFAX	STREET	MACQUARIE PARK
61	802	27	HALIFAX	STREET	MACQUARIE PARK
62	803	27	HALIFAX	STREET	MACQUARIE PARK
63	805	27	HALIFAX	STREET	MACQUARIE PARK
64	806	27	HALIFAX	STREET	MACQUARIE PARK
65	807	27	HALIFAX	STREET	MACQUARIE PARK
66	808	27	HALIFAX	STREET	MACQUARIE PARK
67	809	27	HALIFAX	STREET	MACQUARIE PARK
68	810	27	HALIFAX	STREET	MACQUARIE PARK

Surveyor's Reference: PR132364-L1-SP

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 8 of 9 sheet(s)

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SCHEDULE OF STREET ADDRESSES (CONT)

LOT	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
69	811	27	HALIFAX	STREET	MACQUARIE PARK
70	812	27	HALIFAX	STREET	MACQUARIE PARK
71	813	27	HALIFAX	STREET	MACQUARIE PARK
72	901	27	HALIFAX	STREET	MACQUARIE PARK
73	902	27	HALIFAX	STREET	MACQUARIE PARK
74	903	27	HALIFAX	STREET	MACQUARIE PARK
75	905	27	HALIFAX	STREET	MACQUARIE PARK
76	906	27	HALIFAX	STREET	MACQUARIE PARK
77	907	27	HALIFAX	STREET	MACQUARIE PARK
78	908	27	HALIFAX	STREET	MACQUARIE PARK
79	909	27	HALIFAX	STREET	MACQUARIE PARK
80	910	27	HALIFAX	STREET	MACQUARIE PARK
81	911	27	HALIFAX	STREET	MACQUARIE PARK
82	912	27	HALIFAX	STREET	MACQUARIE PARK
83	913	27	HALIFAX	STREET	MACQUARIE PARK
84	1001	27	HALIFAX	STREET	MACQUARIE PARK
85	1002	27	HALIFAX	STREET	MACQUARIE PARK
86	1003	27	HALIFAX	STREET	MACQUARIE PARK
87	1005	27	HALIFAX	STREET	MACQUARIE PARK
88	1006	27	HALIFAX	STREET	MACQUARIE PARK
89	1007	27	HALIFAX	STREET	MACQUARIE PARK
90	1008	27	HALIFAX	STREET	MACQUARIE PARK
91	1009	27	HALIFAX	STREET	MACQUARIE PARK
92	1010	27	HALIFAX	STREET	MACQUARIE PARK
93	1011	27	HALIFAX	STREET	MACQUARIE PARK
94	1012	27	HALIFAX	STREET	MACQUARIE PARK
95	1013	27	HALIFAX	STREET	MACQUARIE PARK
96	1101	27	HALIFAX	STREET	MACQUARIE PARK
97	1102	27	HALIFAX	STREET	MACQUARIE PARK
98	1103	27	HALIFAX	STREET	MACQUARIE PARK
99	1105	27	HALIFAX	STREET	MACQUARIE PARK
100	1106	27	HALIFAX	STREET	MACQUARIE PARK
101	1107	27	HALIFAX	STREET	MACQUARIE PARK
102	1108	27	HALIFAX	STREET	MACQUARIE PARK

Surveyor's Reference: PR132364-L1-SP1

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 9 of 9 sheet(s)

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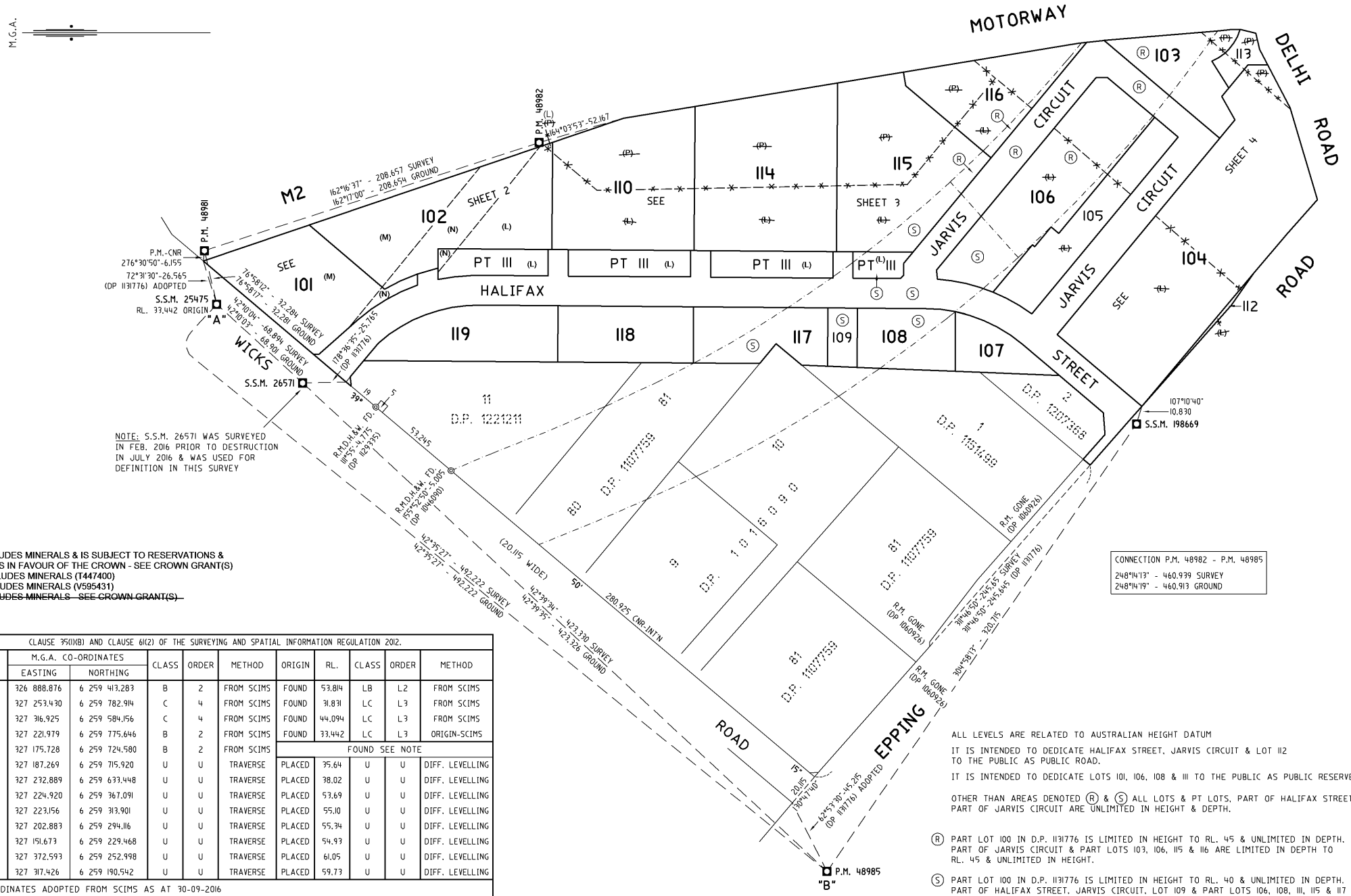
SCHEDULE OF STREET ADDRESSES (CONT)

LOT	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
103	1109	27	HALIFAX	STREET	MACQUARIE PARK
104	1110	27	HALIFAX	STREET	MACQUARIE PARK
105	1111	27	HALIFAX	STREET	MACQUARIE PARK
106	1112	27	HALIFAX	STREET	MACQUARIE PARK
107	1113	27	HALIFAX	STREET	MACQUARIE PARK
108	1201	27	HALIFAX	STREET	MACQUARIE PARK
109	1202	27	HALIFAX	STREET	MACQUARIE PARK
110	1203	27	HALIFAX	STREET	MACQUARIE PARK
111	1205	27	HALIFAX	STREET	MACQUARIE PARK
112	1206	27	HALIFAX	STREET	MACQUARIE PARK
113	1207	27	HALIFAX	STREET	MACQUARIE PARK
114	1208	27	HALIFAX	STREET	MACQUARIE PARK
115	1209	27	HALIFAX	STREET	MACQUARIE PARK
116	1210	27	HALIFAX	STREET	MACQUARIE PARK
117	1211	27	HALIFAX	STREET	MACQUARIE PARK
118	1212	27	HALIFAX	STREET	MACQUARIE PARK
119	1213	27	HALIFAX	STREET	MACQUARIE PARK
120	1301	27	HALIFAX	STREET	MACQUARIE PARK
121	1302	27	HALIFAX	STREET	MACQUARIE PARK
122	1303	27	HALIFAX	STREET	MACQUARIE PARK
123	1305	27	HALIFAX	STREET	MACQUARIE PARK
124	1306	27	HALIFAX	STREET	MACQUARIE PARK
125	1307	27	HALIFAX	STREET	MACQUARIE PARK
126	1308	27	HALIFAX	STREET	MACQUARIE PARK

Surveyor's Reference: PR132364-L1-SP



NOTE: S.S.M. 26571 WAS SURVEYED IN FEB. 2016 PRIOR TO DESTRUCTION IN JULY 2016 & WAS USED FOR DEFINITION IN THIS SURVEY

(L) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
(M) LAND EXCLUDES MINERALS (T447400)
(N) LAND EXCLUDES MINERALS (V595431)
~~(P) LAND EXCLUDES MINERALS - SEE CROWN GRANT(S)~~

CONNECTION P.M. 48982 - P.M. 48985
248°14'13" - 460.939 SURVEY
248°14'19" - 460.913 GROUND

ALL LEVELS ARE RELATED TO AUSTRALIAN HEIGHT DATUM

IT IS INTENDED TO DEDICATE HALIFAX STREET, JARVIS CIRCUIT & LOT 112 TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOTS 101, 106, 108 & 111 TO THE PUBLIC AS PUBLIC RESERVE.

OTHER THAN AREAS DENOTED (R) & (S) ALL LOTS & PT LOTS, PART OF HALIFAX STREET, PART OF JARVIS CIRCUIT ARE UNLIMITED IN HEIGHT & DEPTH.

(R) PART LOT 100 IN D.P. 1131776 IS LIMITED IN HEIGHT TO RL. 45 & UNLIMITED IN DEPTH. PART OF JARVIS CIRCUIT & PART LOTS 103, 106, 115 & 116 ARE LIMITED IN DEPTH TO RL. 45 & UNLIMITED IN HEIGHT.

(S) PART LOT 100 IN D.P. 1131776 IS LIMITED IN HEIGHT TO RL. 40 & UNLIMITED IN DEPTH. PART OF HALIFAX STREET, JARVIS CIRCUIT, LOT 109 & PART LOTS 106, 108, 111, 115 & 117 ARE LIMITED IN DEPTH TO RL. 40 & UNLIMITED IN HEIGHT.

(CLAUSE 35(1)(B) AND CLAUSE 61(2) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012.

MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	CLASS	ORDER	METHOD	ORIGIN	RL.	CLASS	ORDER	METHOD
P.M. 48985	326 888.876	6 259 413.283	B	2	FROM SCIMS	FOUND	53.814	LB	L2	FROM SCIMS
P.M. 48981	327 253.430	6 259 782.914	C	4	FROM SCIMS	FOUND	31.831	LC	L3	FROM SCIMS
P.M. 48982	327 316.925	6 259 584.156	C	4	FROM SCIMS	FOUND	44.094	LC	L3	FROM SCIMS
S.S.M. 25475	327 221.979	6 259 775.646	B	2	FROM SCIMS	FOUND	33.442	LC	L3	ORIGIN-SCIMS
S.S.M. 26571	327 175.728	6 259 724.580	B	2	FROM SCIMS	FOUND SEE NOTE				
S.S.M. 198664	327 187.269	6 259 715.920	U	U	TRAVERSE	PLACED	35.64	U	U	DIFF. LEVELLING
S.S.M. 198665	327 232.889	6 259 633.448	U	U	TRAVERSE	PLACED	38.02	U	U	DIFF. LEVELLING
S.S.M. 198666	327 224.920	6 259 367.091	U	U	TRAVERSE	PLACED	53.69	U	U	DIFF. LEVELLING
S.S.M. 198667	327 223.156	6 259 313.901	U	U	TRAVERSE	PLACED	55.10	U	U	DIFF. LEVELLING
S.S.M. 198668	327 202.883	6 259 294.116	U	U	TRAVERSE	PLACED	55.34	U	U	DIFF. LEVELLING
S.S.M. 198669	327 151.673	6 259 229.468	U	U	TRAVERSE	PLACED	54.93	U	U	DIFF. LEVELLING
S.S.M. 198670	327 372.593	6 259 252.998	U	U	TRAVERSE	PLACED	61.05	U	U	DIFF. LEVELLING
S.S.M. 198671	327 317.426	6 259 190.542	U	U	TRAVERSE	PLACED	59.73	U	U	DIFF. LEVELLING

M.G.A. CO-ORDINATES ADOPTED FROM SCIMS AS AT 30-09-2016
COMBINED SCALE FACTOR = 0.999958 ZONE 56

Surveyor: COPLAND C. LETHBRIDGE Date of Survey: 30-09-2016 Surveyor's Ref: 19642 DP	PLAN OF SUBDIVISION OF LOT 10 IN D.P. 1221211	L.G.A: RYDE Locality: MACQUARIE PARK Subdivision No: SC-183-101 Lengths are in metres Reduction Ratio 1:1500	Registered 18.11.2016	DP1224238

10 20 30 40 50 Table of mm 90 100 110 120 130 140

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NOTATION & DESIGNATION (P) DELETED AND DESIGNATION (L) AMENDED VIDE 2019-1538 3/12/2019

Req:R792410 /Doc:DP 1224238 P /Rev:03-Dec-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:2 of 9
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DIAGRAM "A"
NOT TO SCALE

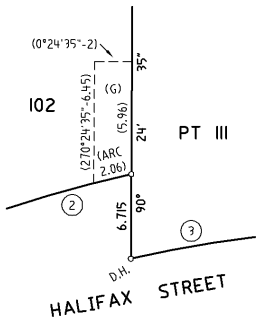
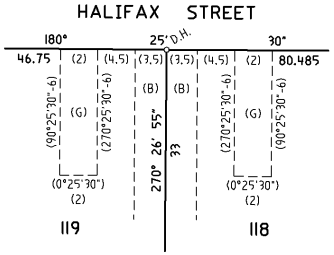


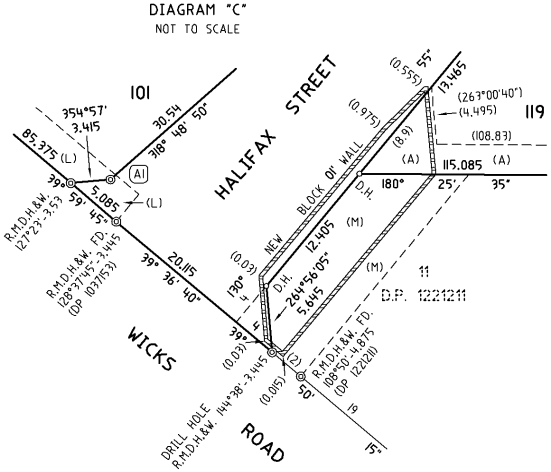
DIAGRAM "B"
NOT TO SCALE



SCHEDULE OF REFERENCE MARKS			
R.M.	DESCRIPTION	BEARING	DISTANCE
AI	R.M.D.H.&W. IN KERB	38°34'	5.81
	R.M.D.H.&W. IN KERB	35°17'20"	19.245
BI	R.M.D.H.&W. IN KERB	51°35'20"	5.72
	R.M.D.H.&W. IN KERB	56°22'50"	15.91
CI	R.M.D.H.&W. IN DISH DRAIN	87°18'	5.205
	R.M.D.H.&W. IN KERB	82°40'	12.365
DI	R.M.D.H.&W. IN KERB	86°20'	2.715
	R.M.D.H.&W. IN KERB	93°33'30"	15.325

D.H. - DENOTES DRILL HOLE IN CONCRETE OR PAVING

SCHEDULE OF ARCS				
No.	BEARING	DISTANCE	ARC	RADIUS
1	335°36'20"	21.53	21.56	116.045
2	344°02'25"	12.605	12.615	116.045
3	352°50'15	19.61	19.635	106.64



(A) EASEMENT TO DRAIN WATER 2.4 WIDE & VARIABLE WIDTH
(B) RIGHT OF CARRIAGEWAY 3.5 WIDE
(G) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE
(L) EASEMENT FOR GAS MAIN 3 WIDE (D.P. 1220603)
(M) EASEMENT TO DRAIN WATER 6 WIDE & VARIABLE WIDTH (D.P. 1221211)

Surveyor: COPLAND C. LETHBRIDGE Date of Survey: 30-09-2016 Surveyor's Ref: 19642 DP	PLAN OF SUBDIVISION OF LOT 10 IN D.P. 1221211	L.G.A: RYDE Locality: MACQUARIE PARK Subdivision No: SC-183-101 Lengths are in metres Reduction Ratio 1:600	Registered 18.11.2016	DP1224238

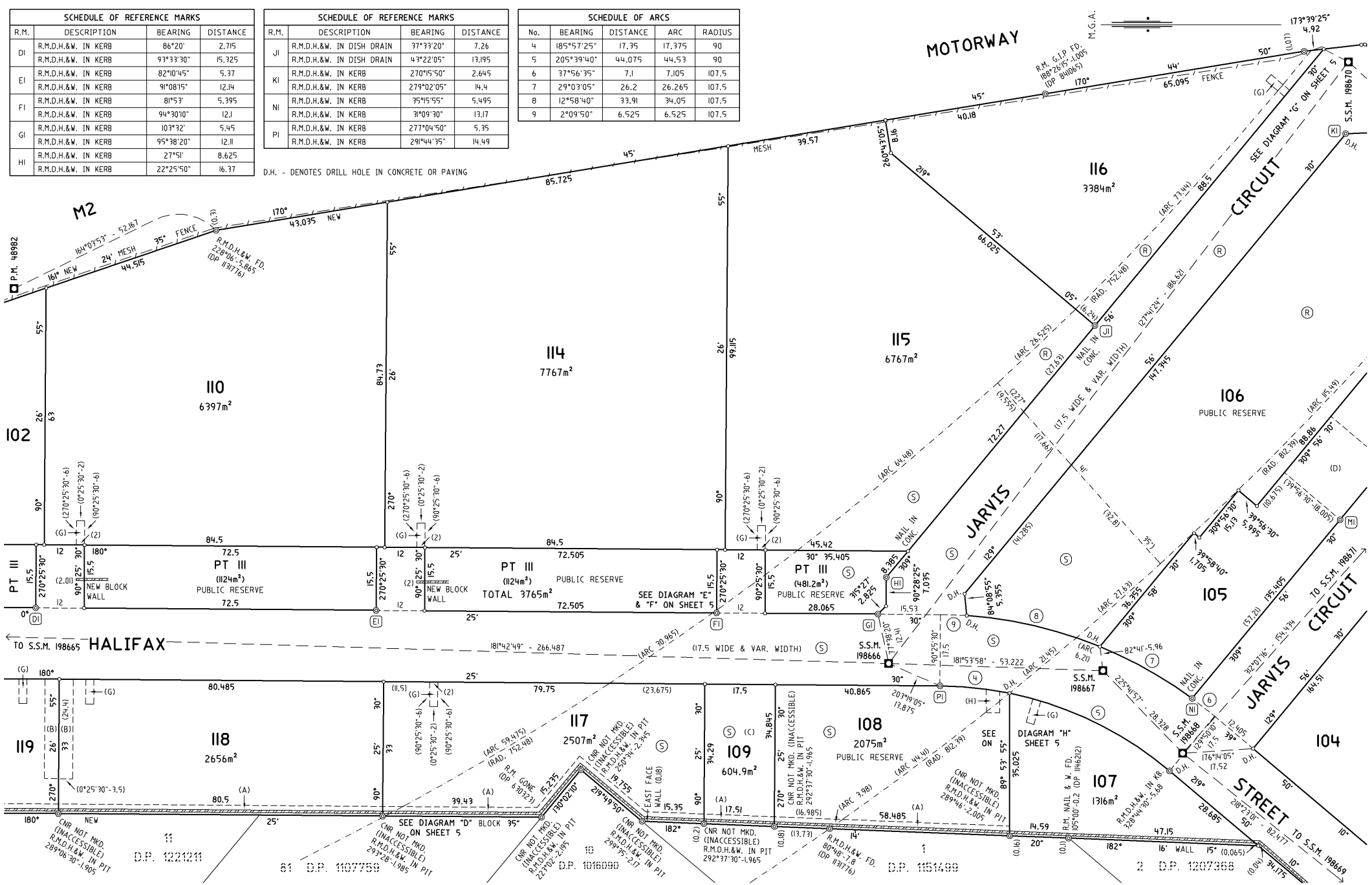
10 20 30 40 50 Table of mm 90 100 110 120 130 140

SCHEDULE OF REFERENCE MARKS			
R.M.	DESCRIPTION	BEARING	DISTANCE
DI	R.M.D.H.&W. IN KERB	86°20'	2.715
	R.M.D.H.&W. IN KERB	93°33'30"	15.325
EI	R.M.D.H.&W. IN KERB	82°10'45"	5.37
	R.M.D.H.&W. IN KERB	91°08'15"	12.14
FI	R.M.D.H.&W. IN KERB	81°53'	5.395
	R.M.D.H.&W. IN KERB	94°30'10"	12.1
GI	R.M.D.H.&W. IN KERB	103°32'	5.45
	R.M.D.H.&W. IN KERB	95°38'20"	12.11
HI	R.M.D.H.&W. IN KERB	27°51'	8.625
	R.M.D.H.&W. IN KERB	22°25'50"	16.37

SCHEDULE OF REFERENCE MARKS			
R.M.	DESCRIPTION	BEARING	DISTANCE
JI	R.M.D.H.&W. IN DISH DRAIN	37°33'20"	7.26
	R.M.D.H.&W. IN DISH DRAIN	43°22'05"	13.195
KI	R.M.D.H.&W. IN KERB	270°15'50"	2.645
	R.M.D.H.&W. IN KERB	279°02'05"	14.4
NI	R.M.D.H.&W. IN KERB	35°15'55"	5.495
	R.M.D.H.&W. IN KERB	91°09'30"	13.17
PI	R.M.D.H.&W. IN KERB	277°04'50"	5.35
	R.M.D.H.&W. IN KERB	291°44'35"	14.49

SCHEDULE OF ARCS				
No.	BEARING	DISTANCE	ARC	RADIUS
4	185°57'25"	17.35	17.375	90
5	205°39'40"	44.075	44.53	90
6	37°56'35"	7.1	7.105	107.5
7	29°03'05"	26.2	26.265	107.5
8	12°58'40"	33.91	34.05	107.5
9	2°09'50"	6.525	6.525	107.5

D.H. - DENOTES DRILL HOLE IN CONCRETE OR PAVING



(A) EASEMENT TO DRAIN WATER 2.4 WIDE & VARIABLE WIDTH
(B) RIGHT OF CARRIAGEWAY 3.5 WIDE
(C) RIGHT OF CARRIAGEWAY - WHOLE OF LOT
(D) RIGHT OF FOOTWAY 18 WIDE
(G) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE
(H) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.325 WIDE

10	20	30	40	50	Table of mm	90	100	110	120	130	140

Surveyor: COPLAND C. LETHBRIDGE
Date of Survey: 30-09-2016
Surveyor's Ref: 19642 DP

PLAN OF SUBDIVISION OF LOT 10 IN D.P. 1221211

L.G.A: RYDE
Locality: MACQUARIE PARK
Subdivision No: SC-183-101
Lengths are in metres Reduction Ratio 1:600

Registered 18.11.2016

DP1224238

Req:R792410 /Doc:DP 1224238 P /Rev:03-Dec-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:3 of 9
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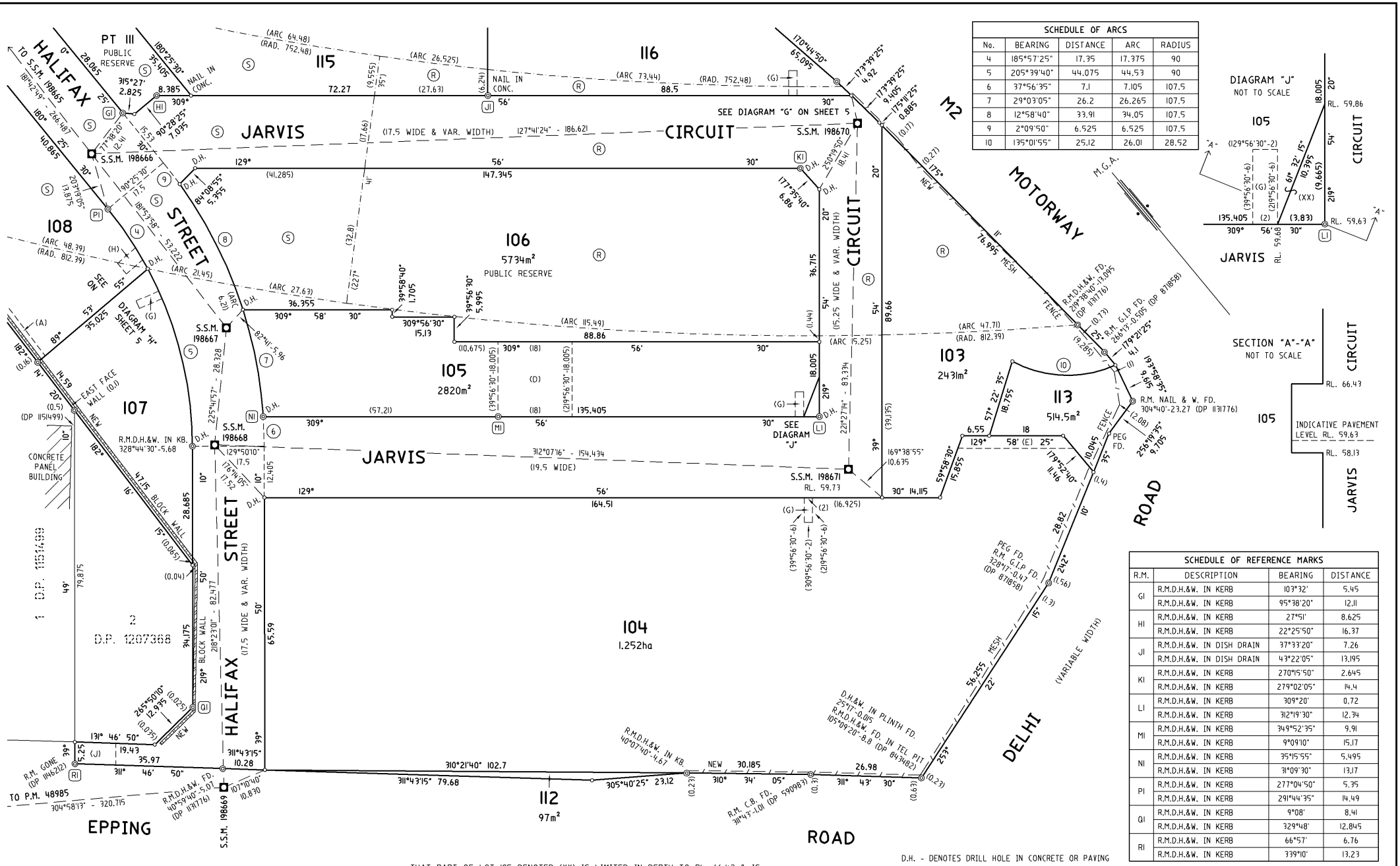

SCHEDULE OF ARCS				
No.	BEARING	DISTANCE	ARC	RADIUS
4	185°57'25"	17.35	17.375	90
5	205°39'40"	44.075	44.53	90
6	37°56'35"	7.1	7.105	107.5
7	29°03'05"	26.2	26.265	107.5
8	12°58'40"	33.91	34.05	107.5
9	2°09'50"	6.525	6.525	107.5
10	135°01'55"	25.12	26.01	28.52

SCHEDULE OF REFERENCE MARKS			
R.M.	DESCRIPTION	BEARING	DISTANCE
GI	R.M.D.H.&W. IN KERB	103°32'	5.45
	R.M.D.H.&W. IN KERB	95°38'20"	12.11
HI	R.M.D.H.&W. IN KERB	27°51'	8.625
	R.M.D.H.&W. IN KERB	22°25'50"	16.37
JI	R.M.D.H.&W. IN DISH DRAIN	37°33'20"	7.26
	R.M.D.H.&W. IN DISH DRAIN	43°22'05"	13.195
KI	R.M.D.H.&W. IN KERB	270°15'50"	2.645
	R.M.D.H.&W. IN KERB	279°02'05"	14.4
LI	R.M.D.H.&W. IN KERB	309°20'	0.72
	R.M.D.H.&W. IN KERB	312°19'30"	12.34
MI	R.M.D.H.&W. IN KERB	349°52'35"	9.91
	R.M.D.H.&W. IN KERB	9°09'10"	15.17
NI	R.M.D.H.&W. IN KERB	35°15'55"	5.495
	R.M.D.H.&W. IN KERB	31°09'30"	13.17
PI	R.M.D.H.&W. IN KERB	277°04'50"	5.35
	R.M.D.H.&W. IN KERB	291°44'35"	14.49
QI	R.M.D.H.&W. IN KERB	9°08'	8.41
	R.M.D.H.&W. IN KERB	329°48'	12.845
RI	R.M.D.H.&W. IN KERB	66°57'	6.76
	R.M.D.H.&W. IN KERB	339°10'	13.23

D.H. - DENOTES DRILL HOLE IN CONCRETE OR PAVING

THAT PART OF LOT 105 DENOTED (XX) IS LIMITED IN DEPTH TO RL. 66.43 & IS UNLIMITED IN HEIGHT & IS LIMITED IN HEIGHT TO RL. 58.13 & UNLIMITED IN DEPTH.

THAT PART DENOTED (XX) BETWEEN RL. 58.13 & RL. 66.43 IS PUBLIC ROAD & IS PART OF JARVIS CIRCUIT.

(A) EASEMENT TO DRAIN WATER 2.4 WIDE & VARIABLE WIDTH
(D) RIGHT OF FOOTWAY 18 WIDE
(E) RIGHT OF FOOTWAY 3 WIDE
(G) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE
(H) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.325 WIDE
(J) RIGHT OF CARRIAGEWAY 10 WIDE (D.P. 1207368)

10 20 30 40 50 Table of mm 90 100 110 120 130 140

Surveyor: COPLAND C. LETHBRIDGE Date of Survey: 30-09-2016 Surveyor's Ref: 19642 DP	PLAN OF SUBDIVISION OF LOT 10 IN D.P. 1221211	L.G.A: RYDE Locality: MACQUARIE PARK Subdivision No: SC-183-101 Lengths are in metres Reduction Ratio 1:600	Registered 18.11.2016	DP1224238

Req:R792410 /Doc:DP 1224238 P /Rev:03-Dec-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:4 of 9
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Req:R792410 /Doc:DP 1224238 P /Rev:03-Dec-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:5 of 9
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M.G.A.

DIAGRAM "D"

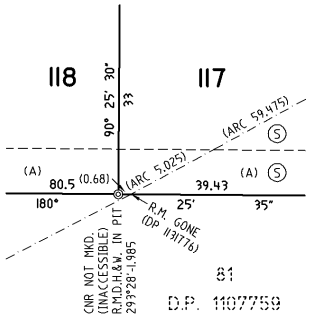


DIAGRAM "E"

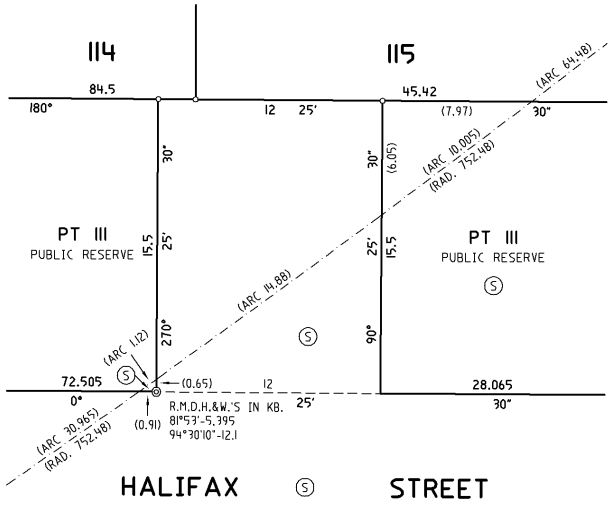


DIAGRAM "F"

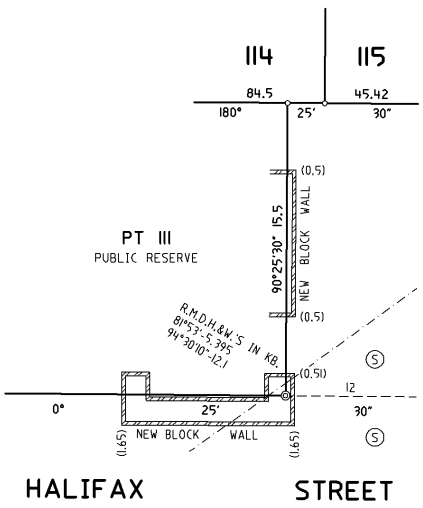


DIAGRAM "G"
NOT TO SCALE

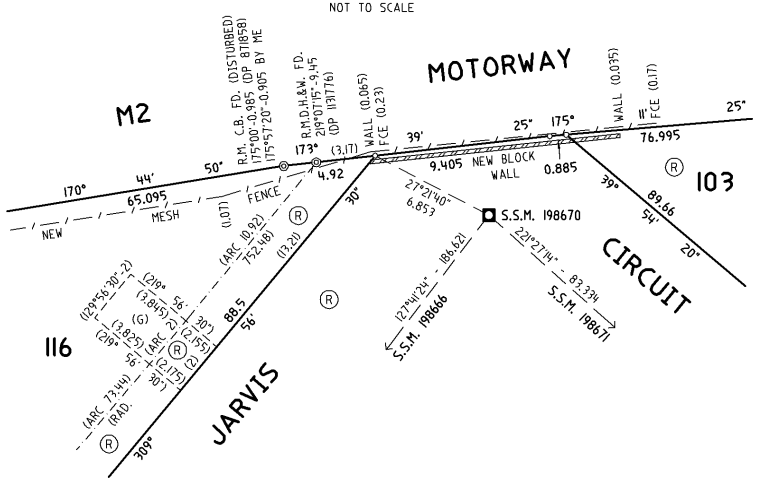
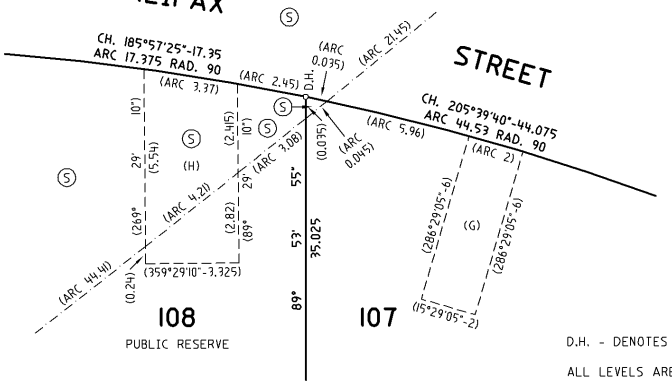


DIAGRAM "H"
NOT TO SCALE



D.H. - DENOTES DRILL HOLE IN CONCRETE OR PAVING

ALL LEVELS ARE RELATED TO AUSTRALIAN HEIGHT DATUM

(R) PART LOT 100 IN D.P. 1131776 IS LIMITED IN HEIGHT TO RL. 45 & UNLIMITED IN DEPTH. PART OF JARVIS CIRCUIT & PART LOTS 103, 106, 115 & 116 ARE LIMITED IN DEPTH TO RL. 45 & UNLIMITED IN HEIGHT.

(S) PART LOT 100 IN D.P. 1131776 IS LIMITED IN HEIGHT TO RL. 40 & UNLIMITED IN DEPTH. PART OF HALIFAX STREET, JARVIS CIRCUIT, LOT 109 & PART LOTS 106, 108, 111, 115 & 117 ARE LIMITED IN DEPTH TO RL. 40 & UNLIMITED IN HEIGHT.

(A) EASEMENT TO DRAIN WATER 2.4 WIDE & VARIABLE WIDTH
(G) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE
(H) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.325 WIDE

10	20	30	40	50	Table of mm	90	100	110	120	130	140

Surveyor: COPLAND C. LETHBRIDGE Date of Survey: 30-09-2016 Surveyor's Ref: 19642 DP	PLAN OF SUBDIVISION OF LOT 10 IN D.P. 1221211	L.G.A: RYDE Locality: MACQUARIE PARK Subdivision No: SC-183-101 Lengths are in metres Reduction Ratio 1:200	Registered 18.11.2016	DP1224238

Req:R792410 /Doc:DP 1224238 P /Rev:03-Dec-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:6 of 9
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PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 18.11.2016

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1224238

PLAN OF SUBDIVISION OF LOT 10 IN DP1221211

LGA: RYDE

Locality: MACQUARIE PARK

Parish: HUNTERS HILL

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, MICHAEL JOHN SHAW

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

Signature: .....

Accreditation number: BPB 0816

Consent Authority: Minister for Planning

Date of endorsement: 25 October 2016

Subdivision Certificate number: SC-183-101

File number: 183

*Strike through if inapplicable.

Survey Certificate

I, COPLAND C LETHBRIDGE

of BEE & LETHBRIDGE PTY LTD (PH: 9451 6757)

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 30th September 2016

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

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

Signature: ..... Dated: 30.09.2016

Surveyor ID: 1470

Datum Line: "A" – "B"

Type: *Urban/~~*Rural~~

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

*Strike through if inapplicable.

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

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

IT IS INTENDED TO DEDICATE HALIFAX STREET, JARVIS CIRCUIT & LOT 112 TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE EXISITNG RIGHT OF CARRIAGEWAY 10 WIDE (DP1207368) AND THE EASEMENT FOR GAS MAIN 3 WIDE (DP1220603)

IT IS INTENDED TO DEDICATE LOTS 101, 106,108 & 111 TO THE PUBLIC AS PUBLIC RESERVE

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

1221211 1220603 1129335 1060926
1207386 1131776 1151499 1146212
1107759 402670 572489 841065
871858

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 19642 DP

Req:R792410 /Doc:DP 1224238 P /Rev:03-Dec-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:7 of 9
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 18.11.2016

Office Use Only

DP1224238

PLAN OF SUBDIVISION OF LOT 10 IN DP1221211

Subdivision Certificate number: SC-183-101

Date of Endorsement: 25 OCTOBER 2016

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

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

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

1. EASEMENT TO DRAIN WATER 2.4 WIDE & VARIABLE WIDTH (A)
2. RIGHT OF CARRIAGEWAY 3.5 WIDE (B)
3. RIGHT OF CARRIAGEWAY (C) – WHOLE OF LOT
4. RIGHT OF FOOTWAY 18 WIDE (D)
5. RIGHT OF FOOTWAY 3 WIDE (E)
6. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE (G)
7. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.325 WIDE (H)

NOTE: STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19642 DP

Req:R792410 /Doc:DP 1224238 P /Rev:03-Dec-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:8 of 9
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 18.11.2016

Office Use Only

DP1224238

PLAN OF SUBDIVISION OF LOT 10 IN DP1221211

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

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

Subdivision Certificate number: SC-183-101

Date of Endorsement: 25 October 2016

EXECUTION BY LANDCOM

Executed for Landcom by its attorneys named below pursuant to power(s) of attorney registered Book 4695 No. 859

Each attorney states that he or she has not received any notice of revocation of the power of attorney; pursuant to which this instrument has been executed

VY NGUYEN
Name of Attorney (print)

Adam Turnbull
Name of Witness (print)

Signature of Attorney

Adam
Signature of Witness to the Signature of Attorney above

STUART MCCOWAN
Name of Attorney (print)

Adam Turnbull
Name of Witness (print)

Signature of Attorney

Adam
Signature of Witness to the Signature of Attorney above

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19642 DP

Req:R792410 /Doc:DP 1224238 P /Rev:03-Dec-2019 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:9 of 9
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 18.11.2016

Office Use Only

DP1224238

PLAN OF SUBDIVISION OF LOT 10 IN DP1221211

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

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

Subdivision Certificate number: SC-183-101

Date of Endorsement: 25 October 2016

EXECUTION BY AUSGRID

EXECUTED for and on behalf of **AUSGRID** by Michael McHugh its duly constituted Attorney pursuant to Power of Attorney registered Book 4693 No. 331 in the presence of:

..... Attorney

Manager - Property & Fleet

..... Witness

Glenn James Elmore

Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

.....

Address of Witness

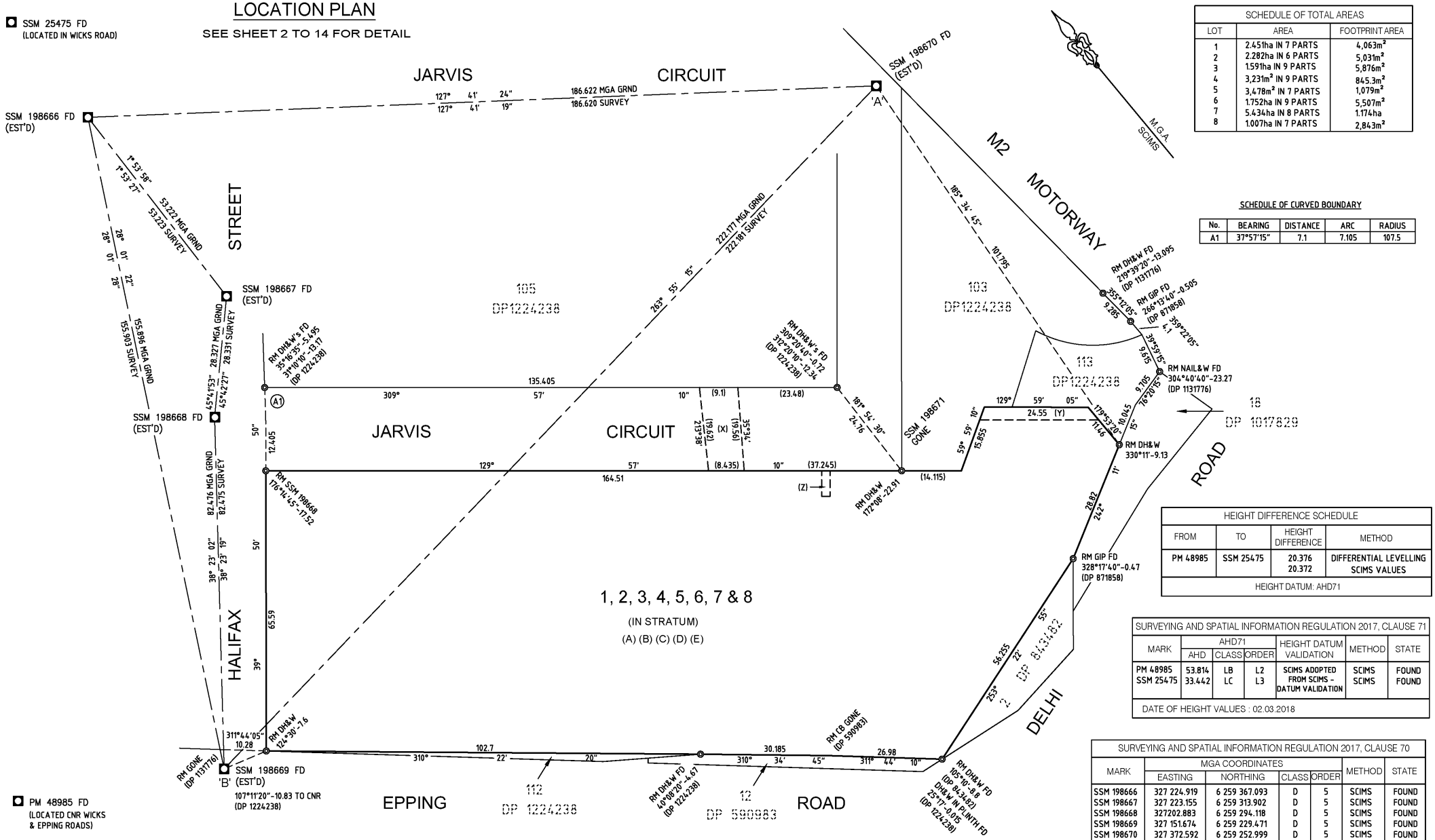
If space is insufficient use additional annexure sheet

Surveyor's Reference: 19642 DP

LOCATION PLAN

SEE SHEET 2 TO 14 FOR DETAIL

SSM 25475 FD
(LOCATED IN WICKS ROAD)



PM 48985 FD
(LOCATED CNR WICKS & EPPING ROADS)

SCHEDULE OF TOTAL AREAS

LOT	AREA	FOOTPRINT AREA
1	2.451ha IN 7 PARTS	4,063m²
2	2.282ha IN 6 PARTS	5,031m²
3	1.591ha IN 9 PARTS	5,876m²
4	3,231m² IN 9 PARTS	845.3m²
5	3,478m² IN 7 PARTS	1,079m²
6	1.752ha IN 9 PARTS	5,507m²
7	5.434ha IN 8 PARTS	1.174ha
8	1.007ha IN 7 PARTS	2,843m²

SCHEDULE OF CURVED BOUNDARY

No.	BEARING	DISTANCE	ARC	RADIUS
A1	37°57'15"	7.1	7.105	107.5

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 48985	SSM 25475	20.376 20.372	DIFFERENTIAL LEVELLING SCIMS VALUES
HEIGHT DATUM: AHD71			

SURVEYING AND SPATIAL INFORMATION REGULATION 2017, CLAUSE 71

MARK	AHD71 AHD	AHD71 CLASS	AHD71 ORDER	HEIGHT DATUM VALIDATION	METHOD	STATE
PM 48985	53.814	LB	L2	SCIMS ADOPTED FROM SCIMS – DATUM VALIDATION	SCIMS	FOUND
SSM 25475	33.442	LC	L3		SCIMS	FOUND
DATE OF HEIGHT VALUES : 02.03.2018						

SURVEYING AND SPATIAL INFORMATION REGULATION 2017, CLAUSE 70

MARK	MGA COORDINATES EASTING	MGA COORDINATES NORTHING	CLASS	ORDER	METHOD	STATE
SSM 198666	327 224.919	6 259 367.093	D	5	SCIMS	FOUND
SSM 198667	327 223.155	6 259 313.902	D	5	SCIMS	FOUND
SSM 198668	327202.883	6 259 294.118	D	5	SCIMS	FOUND
SSM 198669	327 151.674	6 259 229.471	D	5	SCIMS	FOUND
SSM 198670	327 372.592	6 259 252.999	D	5	SCIMS	FOUND
PM 48985	326 888.876	6 259 413.283	B	2	SCIMS	FOUND
SSM 25475	327 221.979	6 259 775.646	B	2	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 30.05.2019					MGA ZONE 56	
COMBINED SCALE FACTOR = 0.999956					MGA DATUM: GDA94	

(A) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
(B) EASEMENT FOR SERVICES (WHOLE OF LOT)
(C) EASEMENT FOR FIRE STAIRS & EMERGENCY EGRESS (WHOLE OF LOT)
(D) EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT)
(E) EASEMENT FOR ACCESS (WHOLE OF LOT)

(Y) RIGHT OF FOOTWAY 3 WIDE (DP 1224238)
(Z) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (DP 1224238)

AREA DENOTED (X) IS LIMITED IN STRATUM TO THE AREA BETWEEN HORIZONTAL PLANES AT RL 49 AND RL 59

SURVEYOR	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: 600 Lengths are in metres	REGISTERED 28/11/2019	DP1253779
Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1				

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm (Cad Ref: PR132364-DP1-002h.dwg)

Req:R792414 /Doc:DP 1253779 P /Rev:11-May-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:1 of 19
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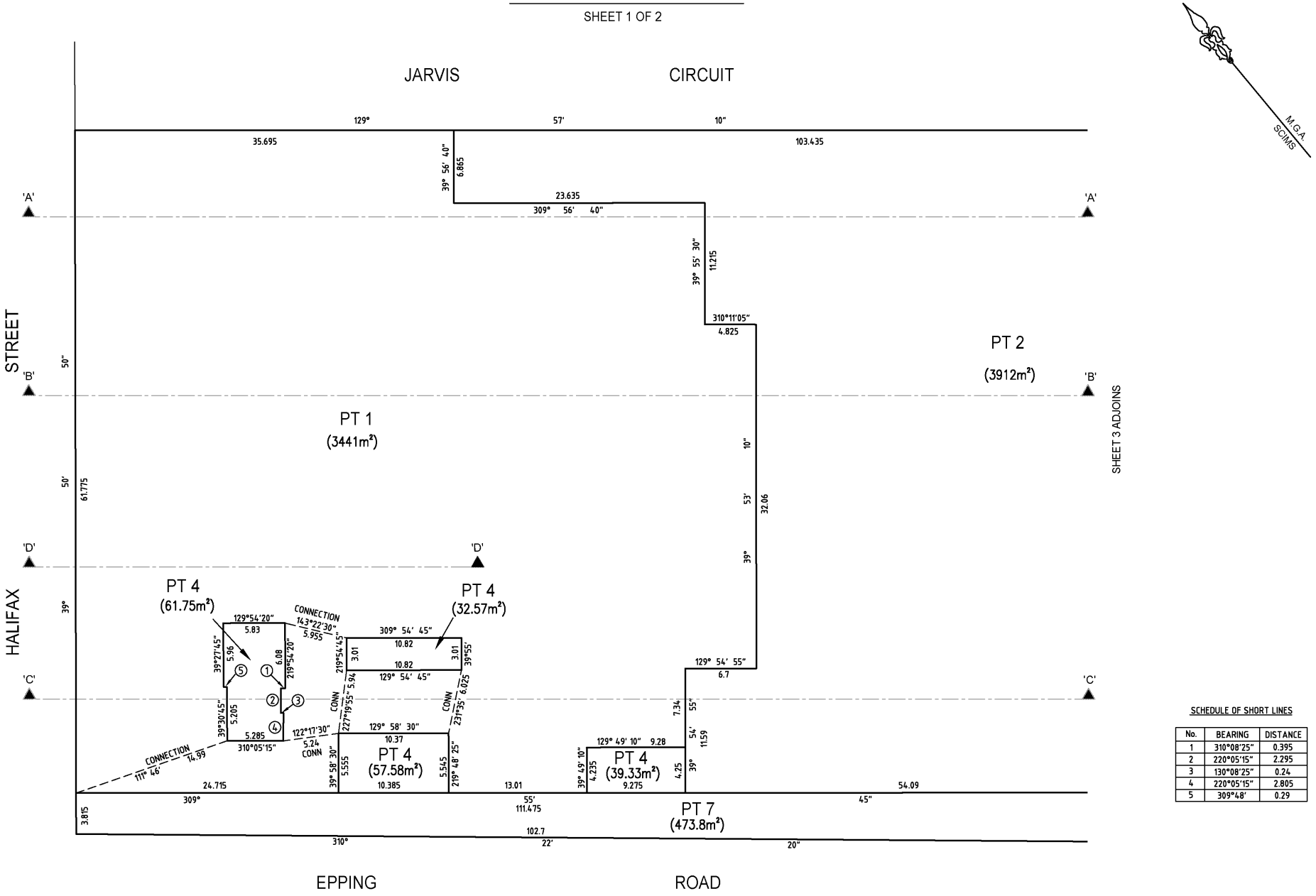
BASEMENT 2 AND BELOW

SHEET 1 OF 2



SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
1	310°08'25"	0.395
2	220°05'15"	2.295
3	130°08'25"	0.24
4	220°05'15"	2.805
5	309°48'	0.29

STRATUM NOTES

STRATUM EXTENTS OF THE PART LOTS ON THIS LEVEL ARE UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO THE LOWER LIMIT OF THE BASEMENT 1 LOTS ABOVE

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **250** Lengths are in metres	REGISTERED 28/11/2019	DP1253779

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm (Cad Ref: PR132364-DP1-002h.dwg)

Req:R792414 /Doc:DP 1253779 P /Rev:11-May-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:2 of 19
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BASEMENT 2 AND BELOW

SHEET 2 OF 2

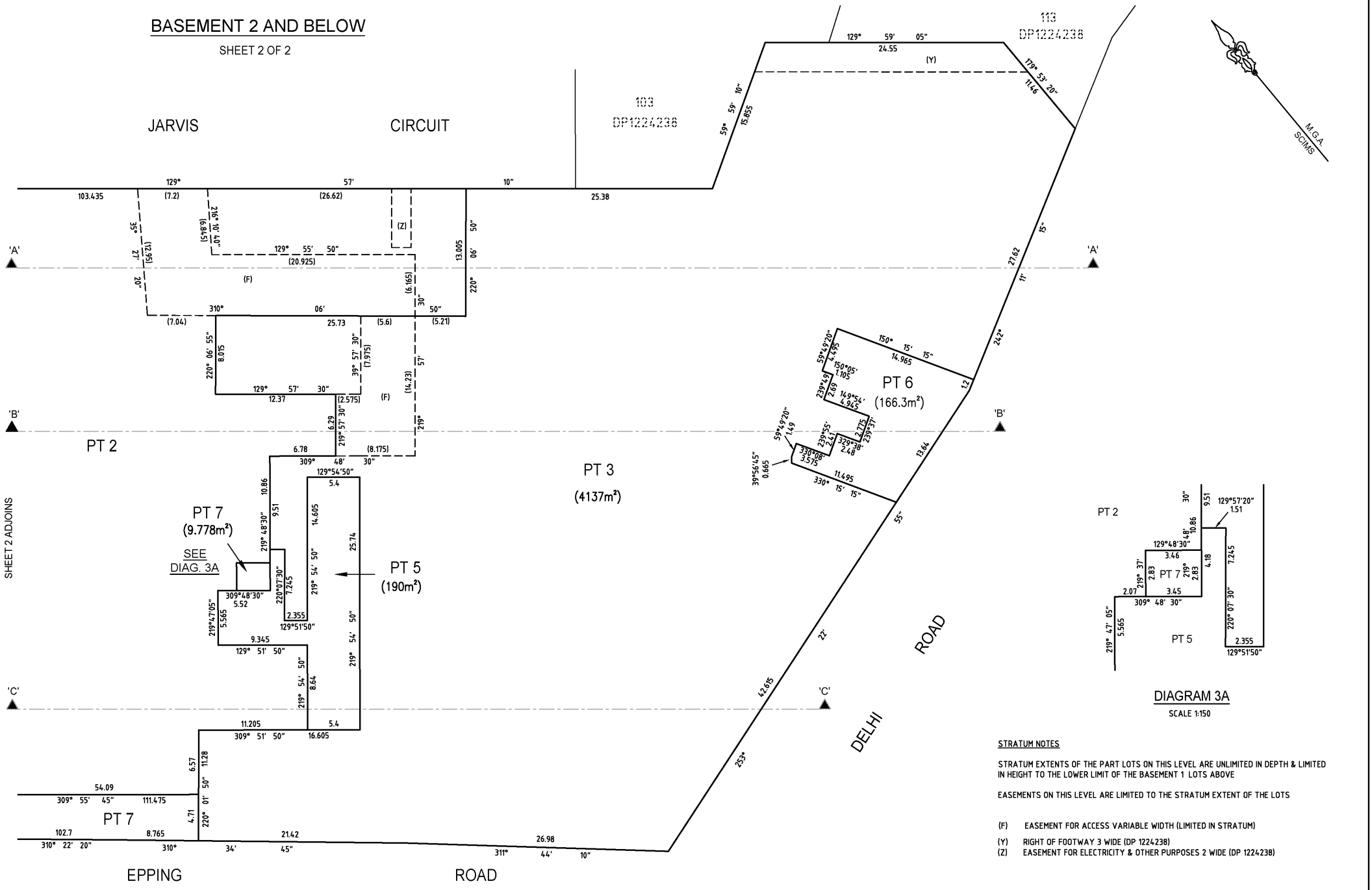

DIAGRAM 3A

SCALE 1:150

STRATUM NOTES

STRATUM EXTENTS OF THE PART LOTS ON THIS LEVEL ARE UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO THE LOWER LIMIT OF THE BASEMENT 1 LOTS ABOVE

EASEMENTS ON THIS LEVEL ARE LIMITED TO THE STRATUM EXTENT OF THE LOTS

(F) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(Y) RIGHT OF FOOTWAY 3 WIDE (DP 1224238)

(Z) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (DP 1224238)

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **250** Lengths are in metres	REGISTERED 28/11/2019	DP1253779

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm (Cad Ref: PR132364-DP1-002h.dwg)

Req:R792414 /Doc:DP 1253779 P /Rev:11-May-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:3 of 19
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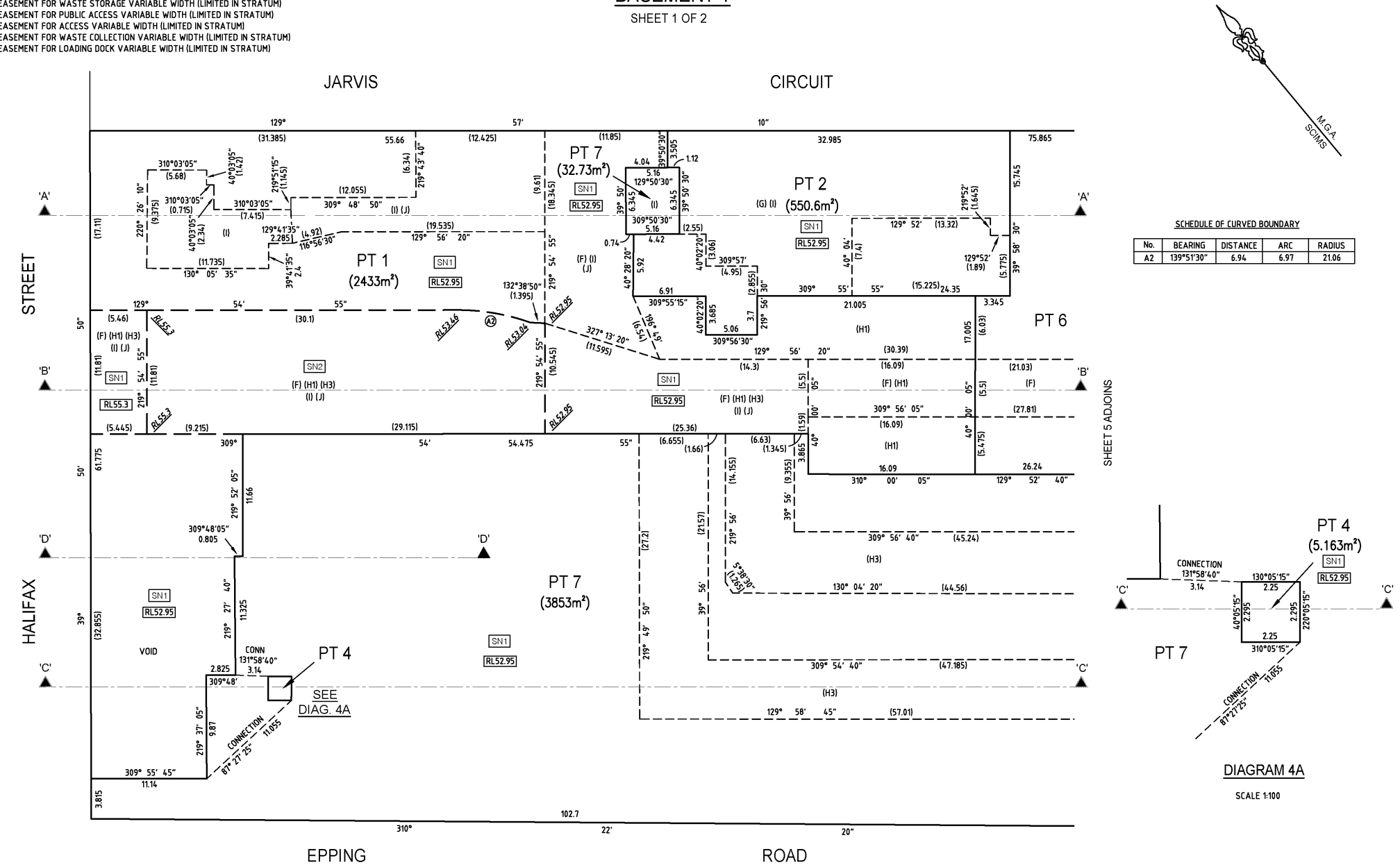
(F) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(G) EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM)
(H1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(H3) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(I) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
(J) EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)

BASEMENT 1

SHEET 1 OF 2



SCHEDULE OF CURVED BOUNDARY

No.	BEARING	DISTANCE	ARC	RADIUS
A2	139°51'30"	6.94	6.97	21.06

DIAGRAM 4A

SCALE 1:100

STRATUM NOTES

THE PART LOTS ON THIS LEVEL DENOTED SN1 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT LEVELS DENOTED THUS RL ..... & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE BASEMENT 0 LOTS ABOVE.

THE PART LOTS ON THIS LEVEL DENOTES SN2 ARE LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BY LEVELS AT CORNERS DENOTED THUS RL50.4 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE BASEMENT 0 LOTS ABOVE

EASEMENTS ON THIS LEVEL ARE LIMITED TO THE STRATUM EXTENT OF THE LOTS

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: 250 Lengths are in metres	REGISTERED 28/11/2019	DP1253779

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

(Cad Ref: PR132364-DP1-002h.dwg)

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BASEMENT 1

SHEET 2 OF 2

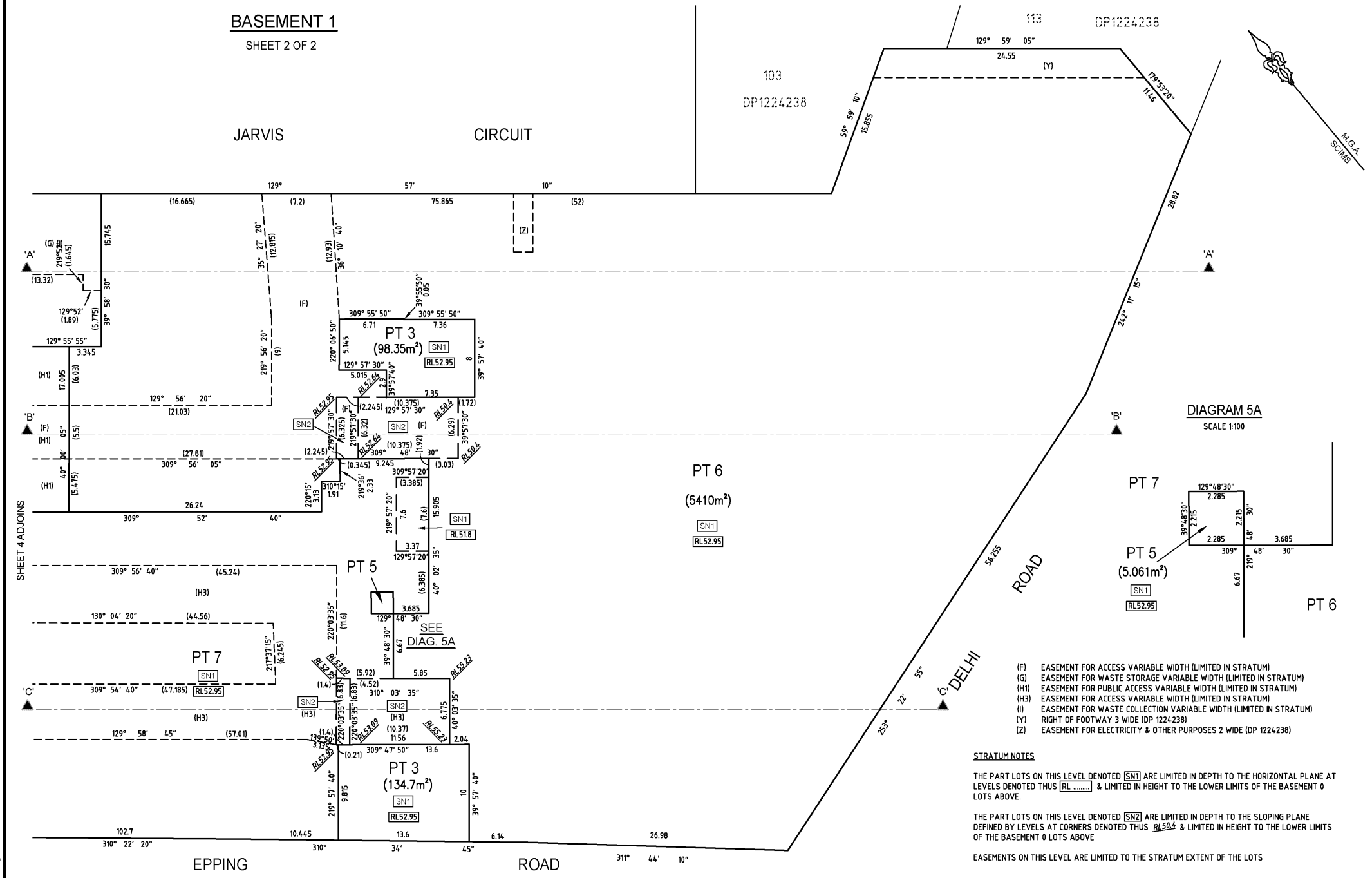

DIAGRAM 5A

SCALE 1:100

(F) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(G) EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM)
(H1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(H3) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(I) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
(Y) RIGHT OF FOOTWAY 3 WIDE (DP 1224238)
(Z) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (DP 1224238)

STRATUM NOTES

THE PART LOTS ON THIS LEVEL DENOTED SN1 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT LEVELS DENOTED THUS RL ..... & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE BASEMENT 0 LOTS ABOVE.

THE PART LOTS ON THIS LEVEL DENOTED SN2 ARE LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BY LEVELS AT CORNERS DENOTED THUS RL50.4 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE BASEMENT 0 LOTS ABOVE

EASEMENTS ON THIS LEVEL ARE LIMITED TO THE STRATUM EXTENT OF THE LOTS

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **250** Lengths are in metres	REGISTERED 28/11/2019	DP1253779

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm (Cad Ref: PR132364-DP1-002h.dwg)

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BASEMENT 0

SHEET 1 OF 2

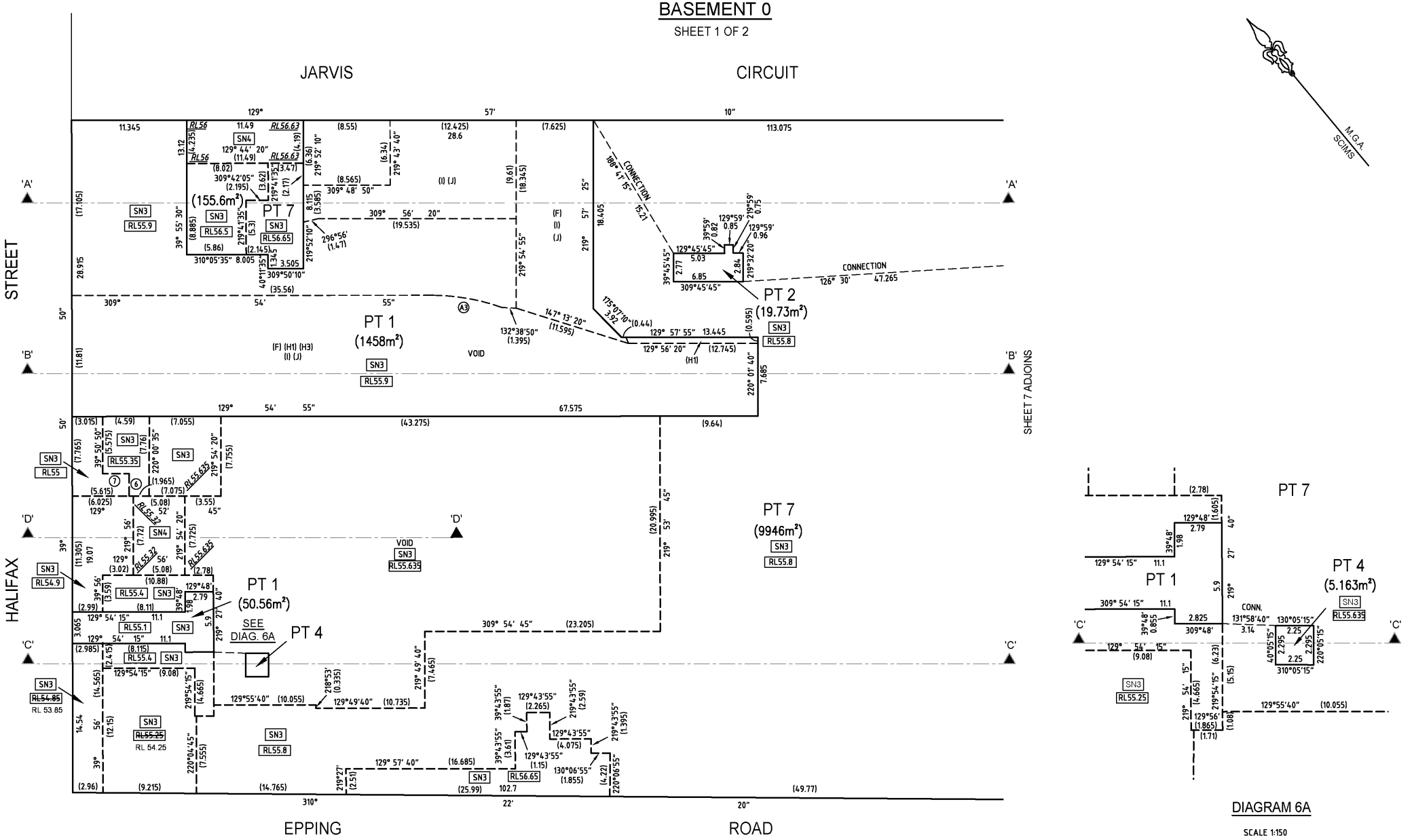

DIAGRAM 6A

SCALE 1:150

STRATUM NOTES

THE PART LOTS ON THIS LEVEL DENOTED SN3 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT LEVELS DENOTED THUS RL ..... & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE GROUND LEVEL LOTS ABOVE.

THE PART LOTS ON THIS LEVEL DENOTED SN4 ARE LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BY LEVELS AT CORNERS DENOTED THUS RL50.4 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE GROUND LEVEL LOTS ABOVE

EASEMENTS ON THIS LEVEL ARE LIMITED TO THE STRATUM EXTENT OF THE LOTS

(F) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(H1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(H3) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(I) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
(J) EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
A3	139°51'30"	6.94	(6.97)	21.06

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
6	39°53'	(2.19)
7	309°51'	(2.6)

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: 250 Lengths are in metres	REGISTERED 28/11/2019	DP1253779

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

(Cad Ref: PR132364-DP1-002h.dwg)

Req:R792414 /Doc:DP 1253779 P /Rev:11-May-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:6 of 19
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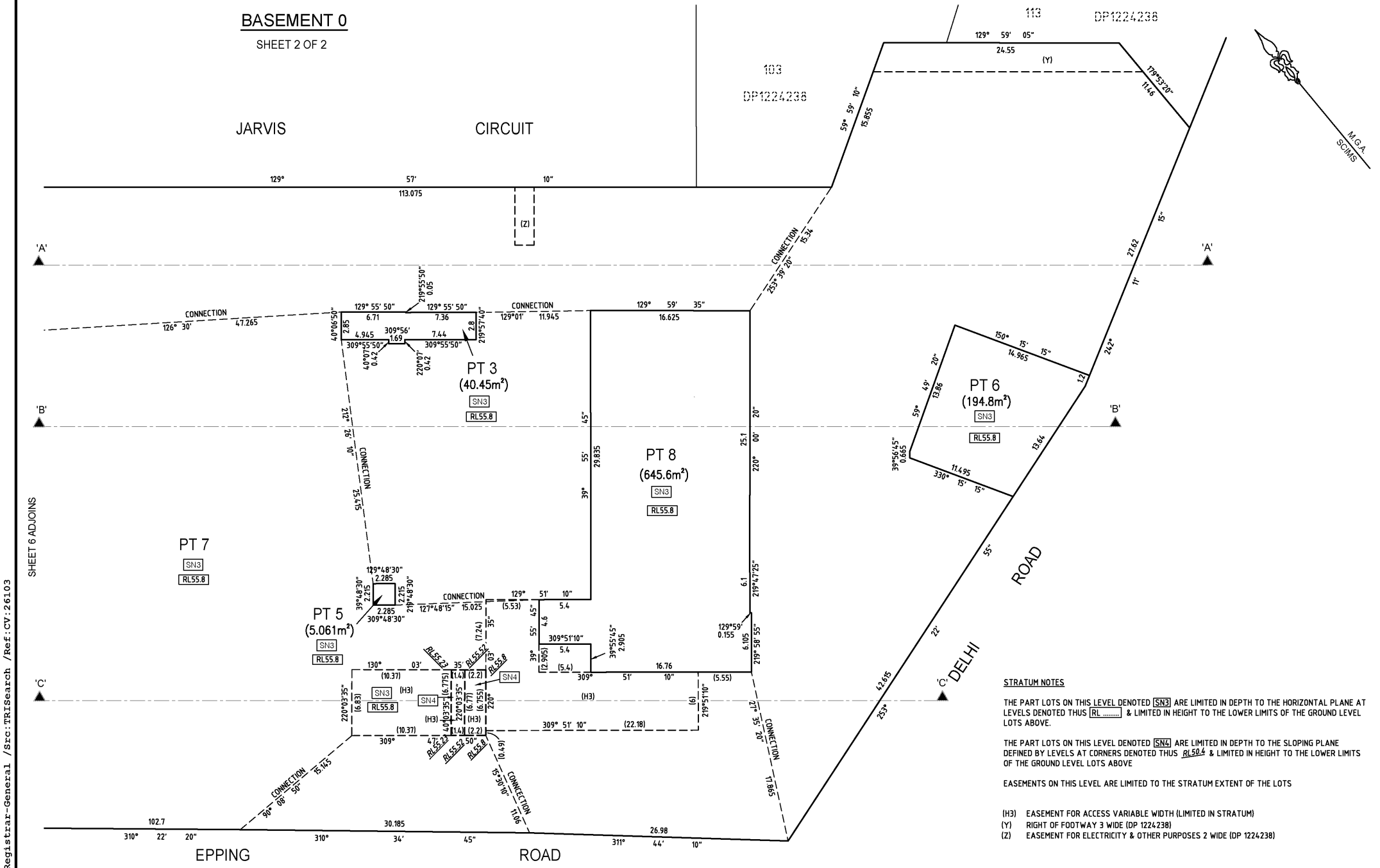
STRATUM LEVELS FOR SN3 AMENDED SEE 2020-41 11.5.2020

BASEMENT 0

SHEET 2 OF 2



STRATUM NOTES

THE PART LOTS ON THIS LEVEL DENOTED SN3 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT LEVELS DENOTED THUS RL ..... & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE GROUND LEVEL LOTS ABOVE.

THE PART LOTS ON THIS LEVEL DENOTED SN4 ARE LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BY LEVELS AT CORNERS DENOTED THUS RL50.4 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE GROUND LEVEL LOTS ABOVE

EASEMENTS ON THIS LEVEL ARE LIMITED TO THE STRATUM EXTENT OF THE LOTS

(H3) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(Y) RIGHT OF FOOTWAY 3 WIDE (DP 1224238)
(Z) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (DP 1224238)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE	REGISTERED	DP1253779
Name: MATTHEW RUSSELL STANLEY		Locality: MACQUARIE PARK	28/11/2019	
Date: 26.07.2019		Reduction Ratio: 1: 250		
Reference: PR132364-DP1		Lengths are in metres		

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm (Cad Ref: PR132364-DP1-002h.dwg)

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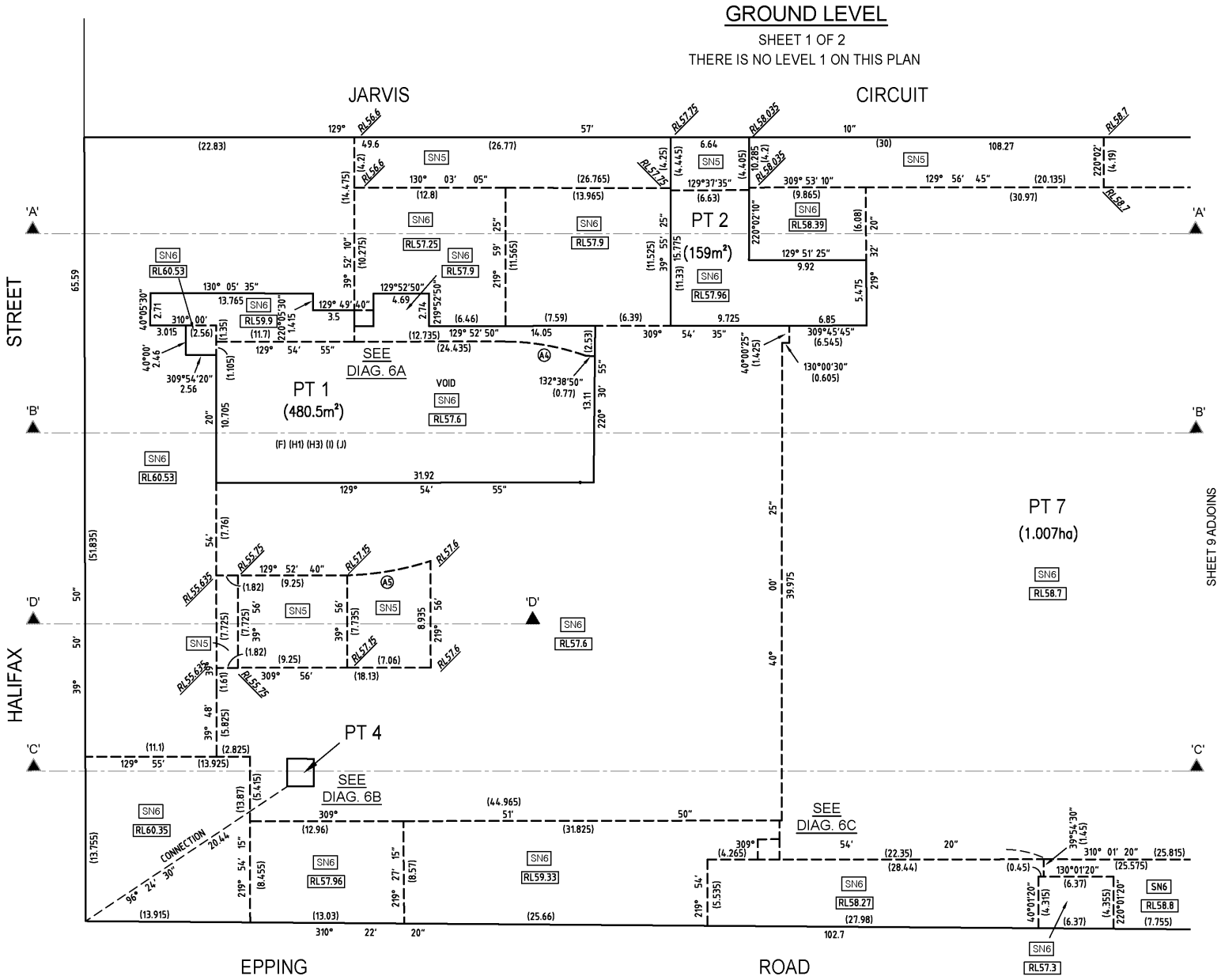
GROUND LEVEL

SHEET 1 OF 2

THERE IS NO LEVEL 1 ON THIS PLAN



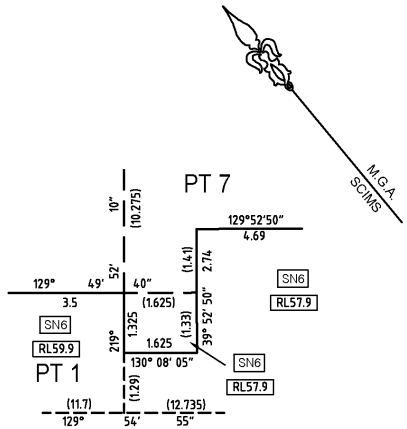


DIAGRAM 6A

NOT TO SCALE

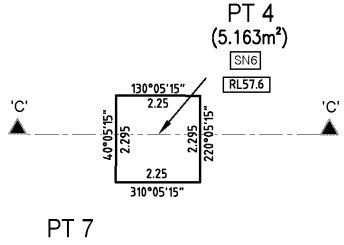


DIAGRAM 6B

SCALE 1:100

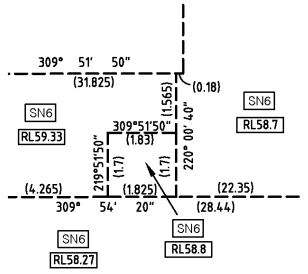


DIAGRAM 6C

SCALE 1:100

STRATUM NOTES

THE PART LOTS ON THIS LEVEL DENOTED SN6 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT LEVELS DENOTED THUS RL ..... & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LEVEL 2 LOTS ABOVE.

THE PART LOTS ON THIS LEVEL DENOTED SN5 ARE LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BY LEVELS AT CORNERS DENOTED THUS RL50.4 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LEVEL 2 LOTS ABOVE

EASEMENTS ON THIS LEVEL ARE LIMITED TO THE STRATUM EXTENT OF THE LOTS

(F) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(H1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(H3) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(I) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
(J) EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
A4	139°51'30"	6.94	(6.97)	21.06
A5	120°15'15"	7.16	(7.185)	25.73

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: 250 Lengths are in metres	REGISTERED 28/11/2019	DP1253779

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

(Cad Ref: PR132364-DP1-002h.dwg)

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GROUND LEVEL

SHEET 2 OF 2

THERE IS NO LEVEL 1 ON THIS PLAN

JARVIS CIRCUIT

103 DP 1224238

113 DP 1224238

EPPING ROAD

DELHI ROAD

SHEET 8 ADJOINS

PT 3 (76.32m²)

PT 5 (5.061m²)

PT 6 (306.8m²)

PT 7

PT 8 (1418m²)

SEE DIAG. 9A

SEE DIAG. 9B

SEE DIAG. 9C

M.G.A. SCIMS

DIAGRAM 9A
SCALE 1:100

DIAGRAM 9B
SCALE 1:100

DIAGRAM 9C
SCALE 1:100

STRATUM NOTES

THE PART LOTS ON THIS LEVEL DENOTED SN6 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT LEVELS DENOTED THUS RL ..... & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LEVEL 2 LOTS ABOVE.

THE PART LOTS ON THIS LEVEL DENOTED SN5 ARE LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BY LEVELS AT CORNERS DENOTED THUS RL50.4 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LEVEL 2 LOTS ABOVE

EASEMENTS ON THIS LEVEL ARE LIMITED TO THE STRATUM EXTENT OF THE LOTS

(H2) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(Y) RIGHT OF FOOTWAY 3 WIDE (DP 1224238)

(Z) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (DP 1224238)

SCHEDULE OF CURVED BOUNDARY

No.	BEARING	DISTANCE	ARC	RADIUS
A6	52°20'45"	5.665	5.68	25

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: 250 Lengths are in metres	REGISTERED 28/11/2019	DP1253779

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

(Cad Ref: PR132364-DP1-002h.dwg)

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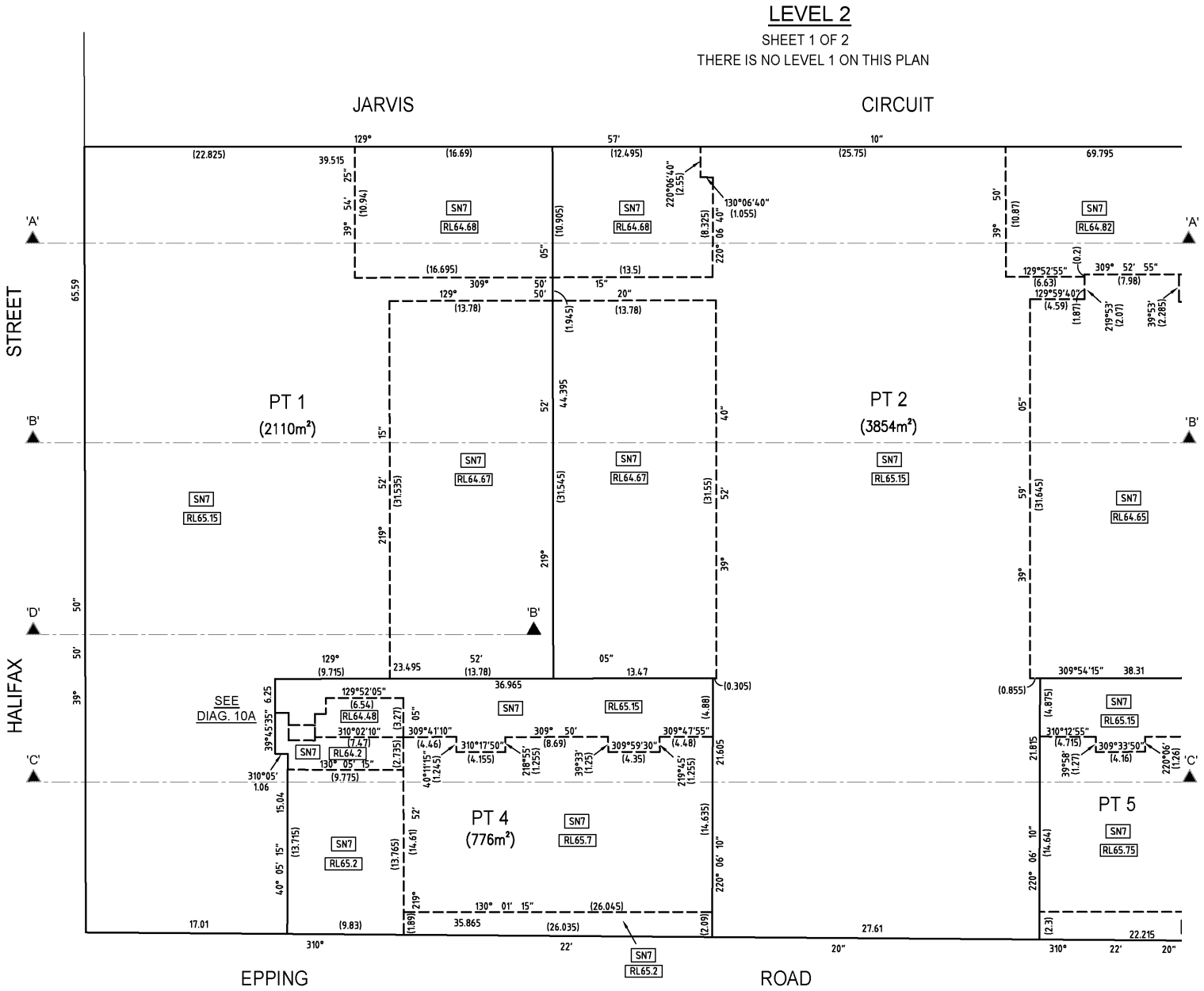
LEVEL 2

SHEET 1 OF 2

THERE IS NO LEVEL 1 ON THIS PLAN



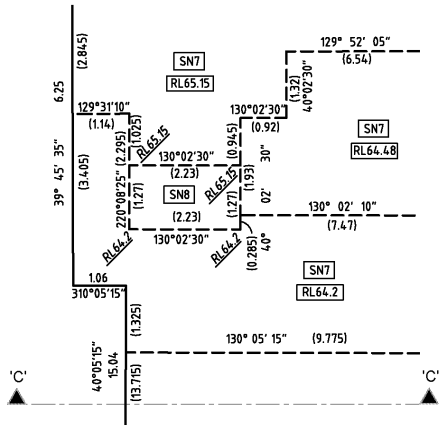


DIAGRAM 10A

SCALE 1:75

STRATUM NOTES

THE PART LOTS ON THIS LEVEL DENOTED SN7 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT LEVELS DENOTED THUS RL ..... & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LEVEL 2 LOTS ABOVE.

THE PART LOTS ON THIS LEVEL DENOTED SN8 ARE LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BY LEVELS AT CORNERS DENOTED THUS RL50.4 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LEVEL 2 LOTS ABOVE

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **250** Lengths are in metres	REGISTERED 28/11/2019	DP1253779

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

(Cad Ref: PR132364-DP1-002h.dwg)

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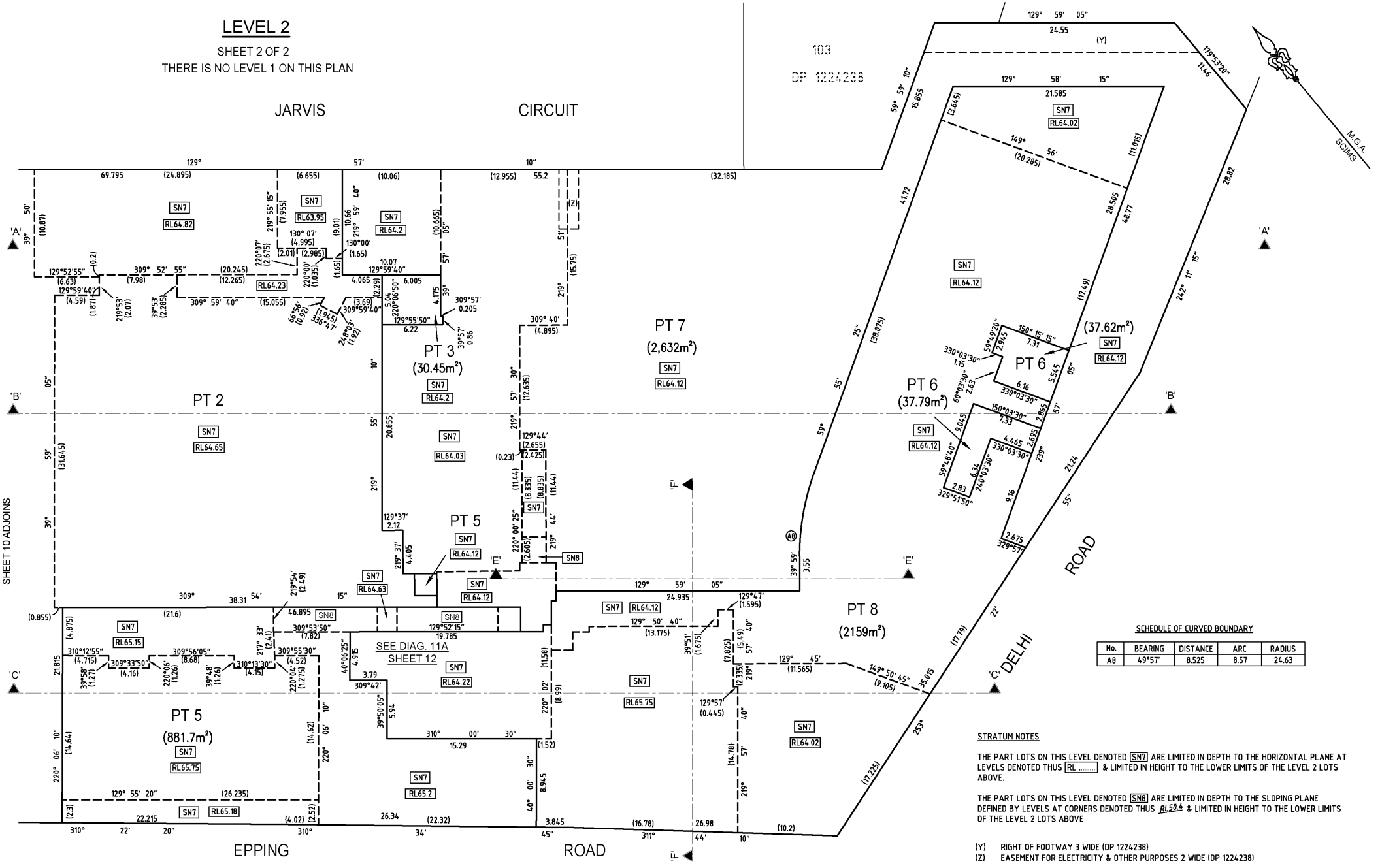
LEVEL 2

SHEET 2 OF 2

THERE IS NO LEVEL 1 ON THIS PLAN



SCHEDULE OF CURVED BOUNDARY

No.	BEARING	DISTANCE	ARC	RADIUS
A8	49°57'	8.525	8.57	24.63

STRATUM NOTES

THE PART LOTS ON THIS LEVEL DENOTED SN7 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT LEVELS DENOTED THUS RL ..... & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LEVEL 2 LOTS ABOVE.

THE PART LOTS ON THIS LEVEL DENOTED SN8 ARE LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BY LEVELS AT CORNERS DENOTED THUS RL50.4 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LEVEL 2 LOTS ABOVE

(Y) RIGHT OF FOOTWAY 3 WIDE (DP 1224238)
(Z) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (DP 1224238)

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **250** Lengths are in metres	REGISTERED 28/11/2019	DP1253779

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

(Cad Ref: PR132364-DP1-002h.dwg)

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Req:R792414 /Doc:DP 1253779 P /Rev:11-May-2020 /NSW LRS /Pgs:ALL /Prt:04-Mar-2026 20:32 /Seq:12 of 19
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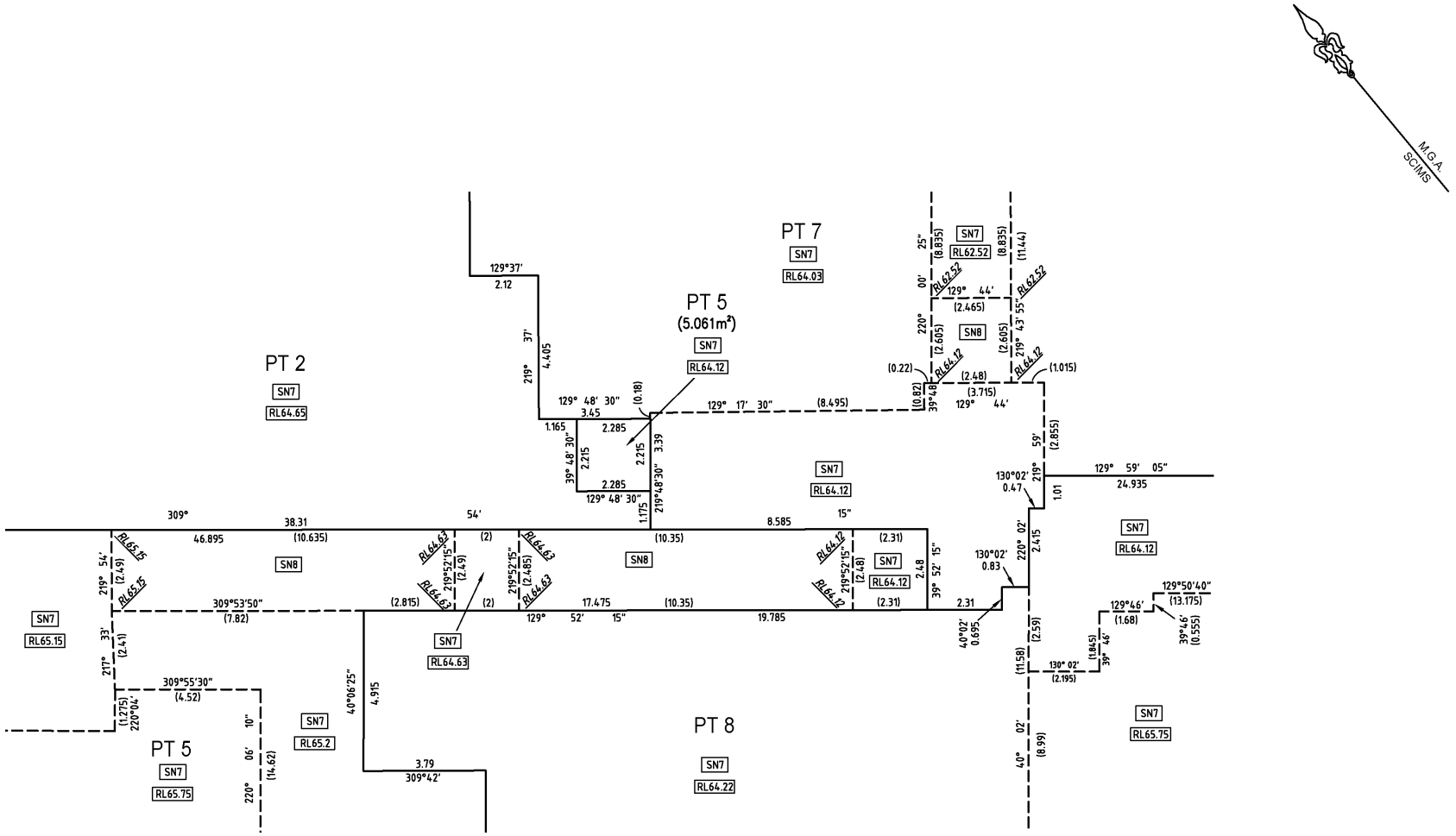


DIAGRAM 11A

SCALE 1:100

STRATUM NOTES

THE PART LOTS ON THIS LEVEL DENOTED SN7 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT LEVELS DENOTED THUS RL ..... & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LEVEL 2 LOTS ABOVE.

THE PART LOTS ON THIS LEVEL DENOTED SN8 ARE LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BY LEVELS AT CORNERS DENOTED THUS RL50.4 & LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LEVEL 2 LOTS ABOVE

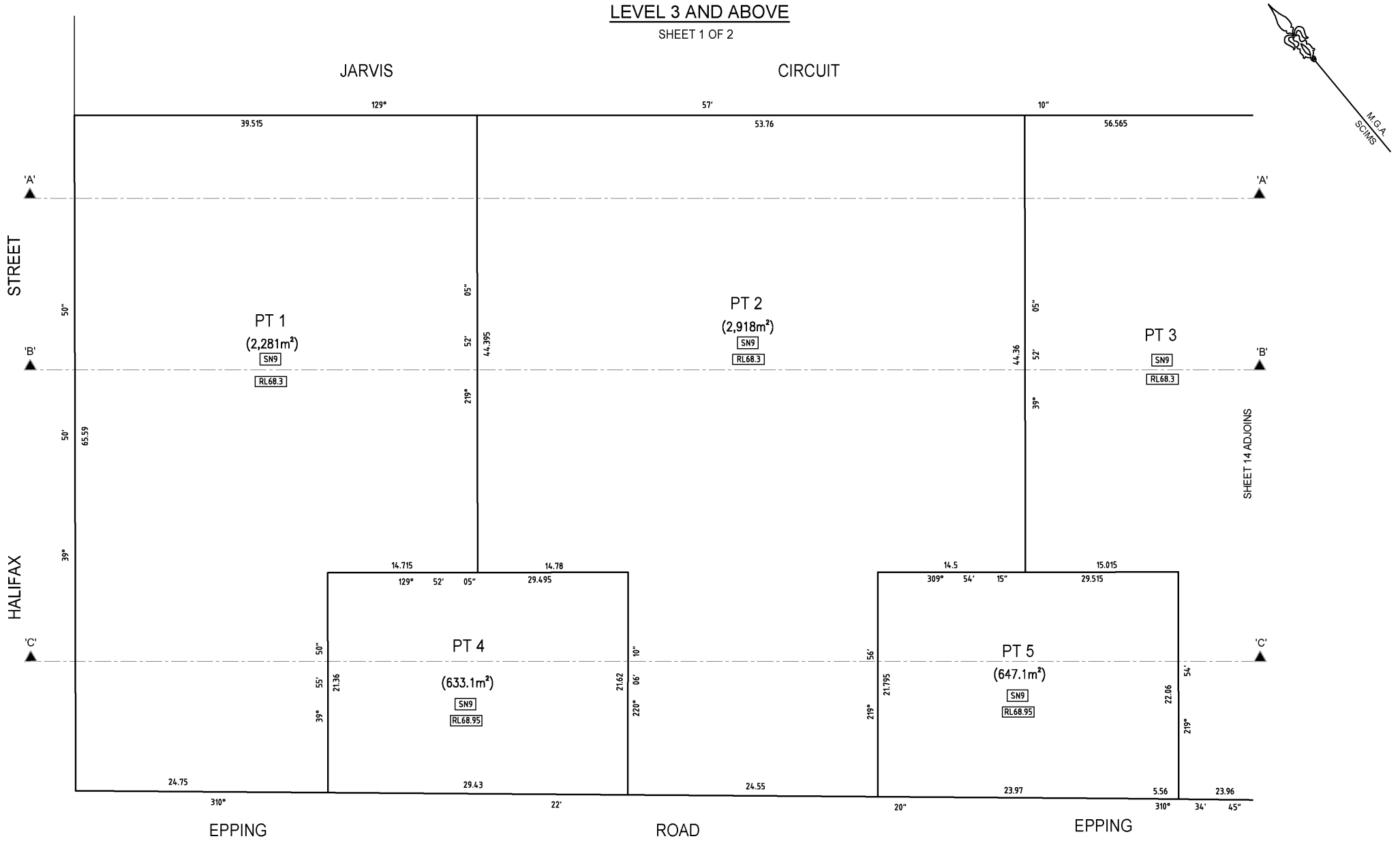
SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **100** Lengths are in metres	REGISTERED 28/11/2019	DP1253779

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

(Cad Ref: PR132364-DP1-002h.dwg)

LEVEL 3 AND ABOVE

SHEET 1 OF 2



STRATUM NOTES

THE PART LOTS ON THIS LEVEL DENOTED SN9 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT LEVELS DENOTED THUS RL ..... & ARE UNLIMITED IN HEIGHT

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **250** Lengths are in metres	REGISTERED 28/11/2019	DP1253779

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

(Cad Ref: PR132364-DP1-002h.dwg)

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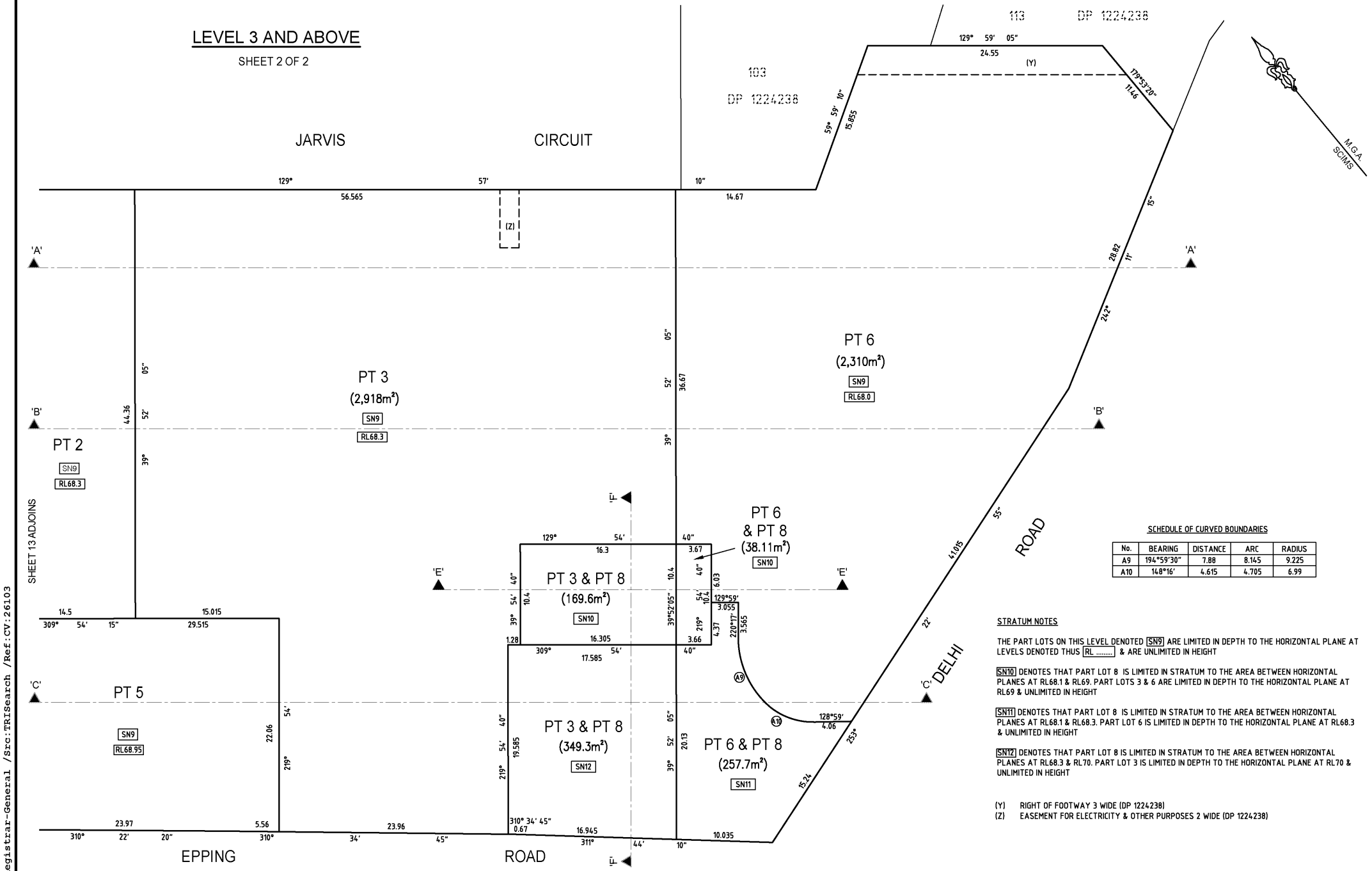
LEVEL 3 AND ABOVE

SHEET 2 OF 2



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
A9	194°59'30"	7.88	8.145	9.225
A10	148°16'	4.615	4.705	6.99

STRATUM NOTES

THE PART LOTS ON THIS LEVEL DENOTED SN9 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT LEVELS DENOTED THUS RL ..... & ARE UNLIMITED IN HEIGHT

SN10 DENOTES THAT PART LOT 8 IS LIMITED IN STRATUM TO THE AREA BETWEEN HORIZONTAL PLANES AT RL68.1 & RL69. PART LOTS 3 & 6 ARE LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL69 & UNLIMITED IN HEIGHT

SN11 DENOTES THAT PART LOT 8 IS LIMITED IN STRATUM TO THE AREA BETWEEN HORIZONTAL PLANES AT RL68.1 & RL68.3. PART LOT 6 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL68.3 & UNLIMITED IN HEIGHT

SN12 DENOTES THAT PART LOT 8 IS LIMITED IN STRATUM TO THE AREA BETWEEN HORIZONTAL PLANES AT RL68.3 & RL70. PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL70 & UNLIMITED IN HEIGHT

(Y) RIGHT OF FOOTWAY 3 WIDE (DP 1224238)
(Z) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (DP 1224238)

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **250** Lengths are in metres	REGISTERED 28/11/2019	DP1253779

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm (Cad Ref: PR132364-DP1-002h.dwg)

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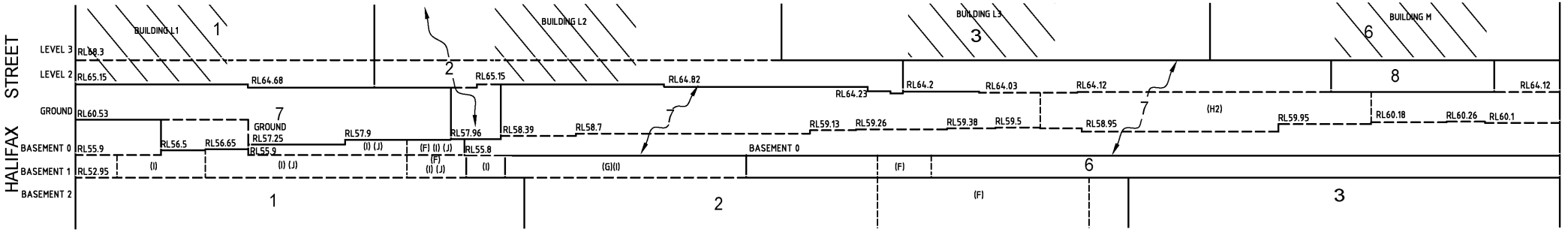
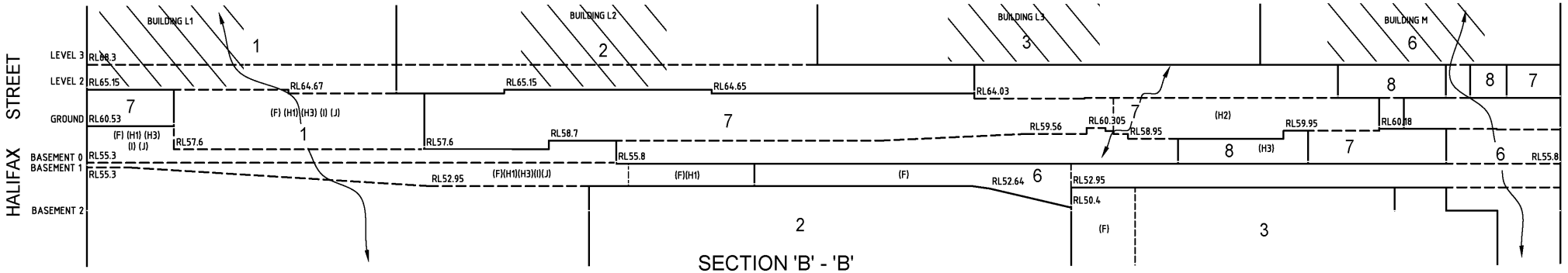


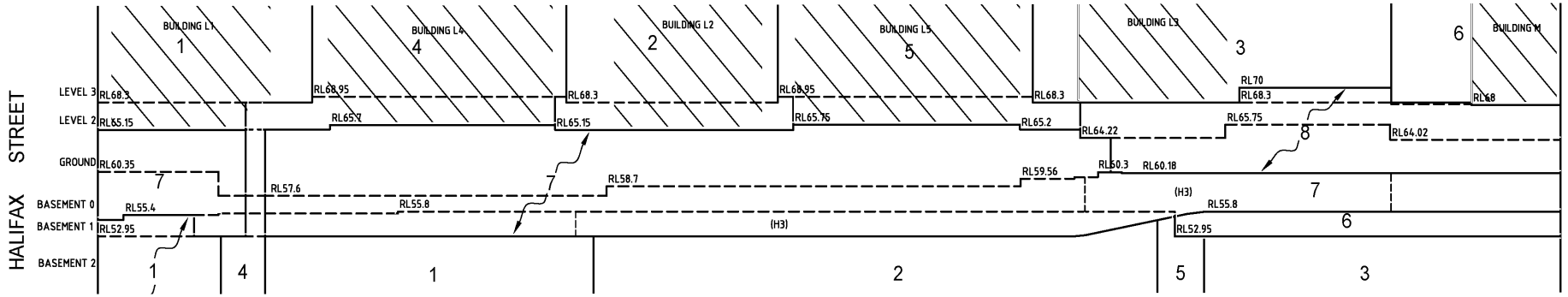
SECTION 'A' - 'A'

N.T.S



SECTION 'B' - 'B'

N.T.S



SECTION 'C' - 'C'

N.T.S

(F) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(G) EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM)
(H1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(H2) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(H3) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(I) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
(J) EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE	REGISTERED	DP1253779
Name: MATTHEW RUSSELL STANLEY		Locality: MACQUARIE PARK	28/11/2019	
Date: 26.07.2019		Reduction Ratio: 1: **250**		
Reference: PR132364-DP1		Lengths are in metres		

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

(Cad Ref: PR132364-DP1-002h.dwg)

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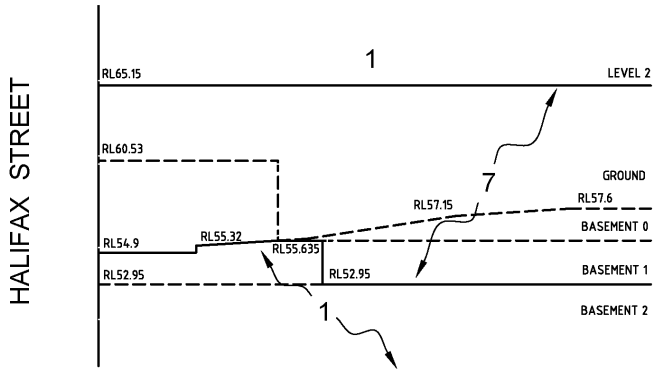
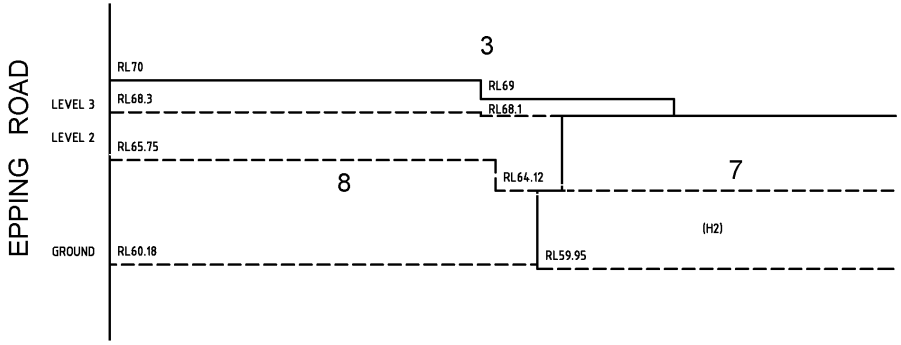
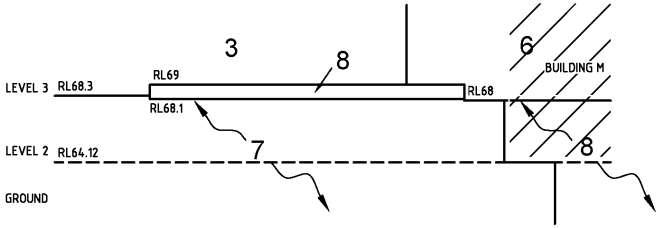
©



SECTION 'D' - 'D'
N.T.S



SECTION 'F' - 'F'
N.T.S



SECTION 'E' - 'E'
N.T.S

(H2) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: 26.07.2019 Reference: PR132364-DP1	PLAN OF SUBDIVISION OF LOT 104 IN DP 1224238	L.G.A.: RYDE Locality: MACQUARIE PARK Reduction Ratio: 1: **250** Lengths are in metres	REGISTERED 28/11/2019	DP1253779

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

(Cad Ref: PR132364-DP1-002h.dwg)

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ePlan

PLAN FORM 6 (2017)	**DEPOSITED PLAN ADMINISTRATION SHEET**	Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 28/11/2019

Title System: TORRENS

Office Use Only

DP1253779

PLAN OF SUBDIVISION OF
LOT 104 IN DP1224238

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

Survey Certificate

I, MATTHEW RUSSELL STANLEY .....

of RPS AUST. EAST PTY LTD .....

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 26.07.2019 ....., or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'A'-'B' .....

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 26-07-2019

Surveyor Identification No: 8759 .....
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

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

Signature: .....

Accreditation number: .....

Consent Authority: City of Ryde Council

Date of endorsement: 27-11-2019

Subdivision Certificate number: 5799

File number: LDA 2018/358

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP 843482
DP 871858
DP 1131776
DP 1224238

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

Surveyor's Reference: PR132364-DP1

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

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

Office Use Only

Registered: 28/11/2019

Office Use Only

DP1253779

PLAN OF SUBDIVISION OF
LOT 104 IN DP1224238

Subdivision Certificate number: 5799

Date of Endorsement: 27-11-19

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

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

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

1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (A)
2. EASEMENT FOR SERVICES (WHOLE OF LOT) (B)
3. EASEMENT FOR FIRE STAIRS & EMERGENCY EGRESS (WHOLE OF LOT) (C)
4. EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (D)
5. EASEMENT FOR ACCESS (WHOLE OF LOT) (E)
6. EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (F)
7. EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (G)
8. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (H1)
9. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (H2)
10. EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (H3)
11. EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM (I)
12. EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (J)
13. POSITIVE COVENANT (STORMWATER MANAGEMENT)

SCHEDULE OF LOTS AND ADDRESS

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	27	HALIFAX	STREET	MACQUARIE PARK
2	23	HALIFAX	STREET	MACQUARIE PARK
3	19	HALIFAX	STREET	MACQUARIE PARK
4	21	HALIFAX	STREET	MACQUARIE PARK
5	25	HALIFAX	STREET	MACQUARIE PARK
6	13	HALIFAX	STREET	MACQUARIE PARK
7	17	HALIFAX	STREET	MACQUARIE PARK
8	15	HALIFAX	STREET	MACQUARIE PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR132364-DP1

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

Office Use Only

Registered: 28/11/2019

Office Use Only

DP1253779

PLAN OF SUBDIVISION OF
LOT 104 IN DP1224238

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

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

Subdivision Certificate number: 5799

Date of Endorsement: 27-11-19

Registered Proprietor:

Greenland (Sydney) Lachlan's Line
Macquarie Park Development Pty Ltd
(ABN 65 608 744 234)

Director / Director/Secretary

Xiaohua Luo / Xinmei Wang

Full name of Director / Full name of Director/Secretary

Mortgagee:

Signed, sealed and delivered for and on behalf of National Australia Bank Ltd ABN 12 004 044 937 by its attorney

(print name) CHRISTINA CHOY

under Power of Attorney dated 1 March 2007, and who declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of

(print name) LACHLAN EWERS.

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR132364-DP1

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ePlan

Approved Form 7	**Strata Plan By-laws**	Sheet 1 of 38 sheets
Registered: 12.3.2020 Office Use Only		Office Use Only SP100743

SP 100743 Strata By-Laws for Hearth, nbh at Lachlan's Line, 19 Halifax Street, Macquarie Park NSW 2113

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Approved Form 7	**Strata Plan By-laws**	Sheet 2 of 38 sheets
Registered: 12.3.2020 Office Use Only		Office Use Only SP100743

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Approved Form 7	**Strata Plan By-laws**	Sheet 6 of 38 sheets
Registered: 12.3.2020 Office Use Only		Office Use Only SP100743

Instrument setting out the terms of by-laws to be created upon registration of the Strata Plan

1 Definitions and interpretation

1.1 Statutory definitions

In this instrument, unless the context clearly indicates otherwise, a word or expression has the meaning given to it in the Strata Management Act if it is:

(a) defined in that Act; and

(b) used but not defined in this instrument.

1.2 Further definitions

The meanings of the terms used in this instrument are set out below.

Term	Meaning
Advertising	any sign, placard, banner, notice or other marketing material.
Affected Common Property	the meaning given to that term in by-law 22.
Authority	any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, statutory or other authority, tribunal, agency or entity or the local council or a Minister of the Crown.
Building	the buildings constructed on the Land and known as Hearth, nbh at Lachlan's Line, 19 Halifax Street, Macquarie Park NSW 2113.
Business Day	a day that is not a Saturday, Sunday, bank holiday, or gazetted public holiday in Sydney, NSW.
Committee	the meaning given to that term in the Strata Management Statement.

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Approved Form 7	**Strata Plan By-laws**	Sheet 7 of 38 sheets
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Term	Meaning
Common Property	the common property in the Strata Scheme.
Developer	Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Limited ACN 608 744 234 or any agent or representative appointed by the Developer.
Facilities Management Agreement	the meaning given to that term in by-law 26.
Facilities Manager	the meaning given to that term in by-law 26.
Invitee	any person on the Strata Parcel with the express or implied consent of the Owner or Occupier.
Land	lot 3 DP 1253779 being the land that is the subject of the Strata Scheme.
Lot	a lot in the Strata Plan.
Maintain	includes maintain in good condition (including keeping the relevant item or area clean and tidy), repair as necessary and replace as necessary.
Major Building Work	any work of a building or construction nature where the work will penetrate, affect or alter the Common Property in any way, including: 1 the installation of a toilet, basin or other plumbing items (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); 2 the installation of a bathroom, kitchen or other items forming part of the general fit out of a Lot (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); 3 the alteration or removal of non-structural walls in a Lot; 4 the creation of openings in non-structural Common Property walls between 2 Lots owned by the same Owner;

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Term	Meaning
	5 the installation of any fixed or permanent awning or other sun or weather shading device, including Retractable Blinds (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); and 6 the construction or installation of any work (including a wall) within a Lot, or on the boundary between 2 Lots owned by the same Owner.
Make Good	the obligation of an Owner to make good the Affected Common Property Area to the reasonable satisfaction of the Owners Corporation.
Minor Building Works	any work of a building or construction nature which will not penetrate, affect or alter the Common Property in any way.
Occupier	1 a lessee; 2 a licensee; or 3 another person, not being an Owner, lessee or licensee that is in lawful occupation, of a Lot.
Owner	1 a person registered or entitled to be registered as proprietor; 2 a mortgagee in possession; or 3 a covenant chargee in possession, of a Lot.
Owners Corporation	the owners corporation created upon registration of the Strata Plan.
Refurbish	includes but is not limited to any of the following: 1 the treatment of Common Property by painting, staining or polishing, as applicable or otherwise; 2 the replacement of any floor covering in Common Property, including carpet and floor tiles which are worn or damaged and in need of replacement; and

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Term	Meaning
	3 the replacement of loose furnishings and chattels which are worn or damaged and in need of replacement.
Rules	the meaning given to that term in by-law 24.1.
Security Key	a key, card, fob, proximity reader or other device used to open and close doors, gates and other means of regulating ingress and egress into and out of the Building or to the Strata Parcel.
Selling and Leasing Activities	selling and leasing activities in, on and about the Land, the Building and the Common Property undertaken by the Developer.
Strata Committee	has the meaning given to that term in the Strata Management Act.
Strata Management Act	the *Strata Schemes Management Act 2015* (NSW).
Strata Management Statement	the strata management statement having effect in relation to the Strata Parcel, including any rules made under it.
Strata Manager	a strata managing agent appointed under the Strata Management Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the Owners Corporation.
Strata Parcel	the land the subject of the Strata Scheme.
Strata Plan	the strata plan with which this instrument is registered.
Strata Scheme	the strata scheme created on registration of the Strata Plan.

1.3 Interpretation

In this instrument unless the context clearly indicates otherwise:

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(a) a reference to a person includes a natural person, partnership, corporation, statutory corporation, Authority, the Crown, an owners corporation and any other organisation or legal entity;

(b) a reference to a natural person includes their personal representatives, successors and assigns;

(c) a reference to a corporation includes its successors and assigns;

(d) a reference to a body or Authority which ceases to exist is, unless otherwise prescribed by law, a reference to either a body or Authority that the parties agree to substitute for the named body or Authority or, failing agreement, to a body or Authority having substantially the same objects as the named body or Authority,

(e) 'including' and 'includes' are not words of limitation;

(f) the words 'at any time' mean 'at any time and from time to time';

(g) the word 'vary' includes 'add to, delete from and cancel';

(h) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(i) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to a clause, paragraph, schedule, attachment or annexure of or to this instrument;

(j) a reference to a document is a reference to a document of any kind, including a plan;

(k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(l) a reference to a time is to that time in Sydney;

(m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(n) a requirement to do any thing includes a requirement to cause that thing to be done;

(o) a word that is derived from a defined word has a corresponding meaning;

(p) the singular includes the plural and vice-versa;

(q) words importing one gender include all other genders;

(r) a reference to a thing includes each part of that thing; and

(s) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally.

1.4 Headings and index

By-law headings and the index are inserted for convenience and do not affect the interpretation of this instrument.

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1.5 Notices

(a) Any notice, demand, approval, request or communication under this instrument must be in writing.

(b) For the avoidance of doubt, the Owners Corporation may serve notices under this instrument by email or other electronic means of communication.

1.6 Consents by the Owners Corporation

(a) Consent by the Owners Corporation may be given subject to conditions, and the Owner obtaining the consent must comply with those conditions.

(b) The Owners Corporation may revoke its consent (acting reasonably) at its option.

(c) The operation of this by-law 1.6 is subject to specific rights under any other by-law.

1.7 Applications and complaints

An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager.

2 Noise

An Owner or Occupier must not, and must not allow its Invitees to, create any noise likely to interfere with the peaceful enjoyment of any part of the Strata Parcel by another Owner or Occupier or any person lawfully on the Strata Parcel.

3 Vehicles

3.1 On Common Property

An Owner or Occupier must not, and must not allow its Invitees to, stand or park any motor or other vehicle (including other motorised or unmotorised conveyance) on Common Property except with the prior approval of the Owners Corporation.

3.2 Visitor and disability parking and Invitees

(a) Without limiting by-law 3.1, an Owner or Occupier must not stand or park any motor or other vehicle (including other motorised or unmotorised conveyance) in any visitor parking space, disability parking space or car parking area (other than the car parking area comprising the relevant part of the Owner's Lot) within the Strata Parcel.

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(b) An Invitee of an Owner, Occupier or Owners Corporation:

(1) may stand or park any motor vehicle in any visitor parking space that comprises Common Property; and

(2) subject to by-law 3.2(b)(1), must not stand or park any motor or other vehicle (including other motorised or unmotorised conveyance) in any car parking area (other than the car parking area comprising the relevant part of the Owner's Lot) within the Strata Parcel.

(c) An Invitee of an Owner or Occupier may not stand or park in any visitor parking space as permitted under by-law (b) for longer than 24 hours within any 7 day period.

4 Obstruction of Common Property

(a) An Owner or Occupier must not, and must not allow its Invitees to, obstruct or allow the obstruction of the legal use of Common Property by any person except on a temporary and non-recurring basis.

(b) An Owner or Occupier must not, and must not allow its Invitees to, leave anything on the Common Property including items such as rubbish, shopping trolleys, packaging materials, and anything destined for delivery to a Lot, Owner or Occupier, except as otherwise permitted under this instrument or with the prior approval of the Owners Corporation.

5 No Damage to plants on Common Property

An Owner or Occupier must not, except with the prior approval of the Owners Corporation damage any tree, shrub, plant or flower on Common Property.

6 No Damage to Common Property

6.1 Not to cause damage

An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Owners Corporation.

6.2 No additions to Common Property

An approval given by the Owners Corporation under by-law 6.1 cannot authorise any additions to Common Property.

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6.3 Security, decorations, painting etc.

Subject to by-laws 6.4 and 6.5, this by-law 6 does not prevent an Owner or person authorised by an Owner from:

(a) installing any locking or other safety device (including peepholes) for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;

(b) installing any structure or device to prevent harm to children;

(c) installing any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot; or

(d) painting, staining or polishing, as applicable, the internal surfaces of the walls in the Owner's Lot.

6.4 Security devices

An Owner or Occupier must obtain the prior consent of the Owners Corporation before installing any locking or other safety device, screen, structure or device referred to in by-laws 6.3(a), 6.3(b) and 6.3(c), and without limiting any conditions that may be imposed by the Owners Corporation, each of those items must:

(a) be installed in a competent and proper manner;

(b) in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Authority and be approved by the fire systems certifier appointed by the Owners Corporation;

(c) comply with any guidelines and aesthetic standards prescribed by the Owners Corporation from time to time in connection with its appearance and installation; and

(d) have an appearance after it has been installed in keeping with the appearance of the rest of the Building.

6.5 Owner to maintain

(a) Despite section 106 of the Strata Management Act, the Owner of a Lot must:

(1) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in by-law 6.3 that forms part of Common Property and that services that Lot; and

(2) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in by-law 6.3 that forms part of Common Property and that services that Lot.

(b) In the event of any failure by the Owner or Occupier of a Lot to comply with any provision of by-law 6.5, then the Owners Corporation will be entitled to recover from the Owner of that Lot all additional costs incurred by the Owners Corporation as a result of that failure. Those additional costs will be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

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6.6 Operation of by-law

The operation of this by-law 6 is subject to specific rights under any other by-law.

7 Behaviour of Owners and Occupiers

7.1 No offensive behaviour

While within the Strata Parcel or the Building, an Owner or Occupier and each Invitee of an Owner or Occupier must be adequately clothed and must not use language or behave in a manner likely to:

(a) cause offence or embarrassment to another Owner or Occupier or to any other person lawfully on the Strata Parcel or in the Building; or

(b) detrimentally affect the amenity of the neighbourhood surrounding the Building.

7.2 No illegal or immoral purpose

An Owner or Occupier must not do anything, or use the Lot for any purpose, that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.

7.3 No smoking

(a) An Owner or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any Invitee, within a Lot does not penetrate to the Common Property or any other Lot.

(b) A person who is permitted under this by-law to smoke tobacco or any other substance on Common Property must ensure that the smoke does not penetrate to any Lot.

(c) An Owner or Occupier must not, and must not allow its Invitees to, smoke tobacco or any other substance on the Common Property, except:

(1) in an area designated as a smoking area, if any, by the Owners Corporation, or

(2) with the written approval of the Owners Corporation.

7.4 No skateboards etc.

An Owner or Occupier on Common Property must not use or ride a skateboard, roller blades or any other similar means of transport.

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8 Children playing on Common Property

An Owner or Occupier must not, and must not allow its Invitees to, permit any child of whom the Owner, Occupier or Invitee has control, to play on Common Property within the Building or the Strata Parcel or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, lift, car parking area, swimming pool or other area of possible danger or hazard to children.

9 Owners and Occupiers are responsible for Invitees

9.1 Reasonable steps

An Owner or Occupier must take all reasonable steps to ensure that each Invitee of the Owner or Occupier:

(a) complies with these by-laws and any applicable Rules;

(b) leaves the Strata Parcel if the Invitee does not comply as required under by-law 9.1(a); and

(c) does not do anything an Owner or Occupier is not itself entitled to do under these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on the Strata Parcel.

9.2 Tenants

If an Owner or Occupier leases or licenses its Lot, or part of its Lot, the Owner or Occupier:

(a) must give the tenant or licensee a copy of these by-laws and any applicable Rules;

(b) must take reasonable steps to ensure the tenant or licensee and any Invitees comply as required by by-law 9.1(a) or leave the Strata Parcel;

(c) must take all action reasonably available to it, including action under the lease or licence agreement, to ensure the tenant or licensee and any Invitees comply as required by by-law 9.1(a) or leave the Strata Parcel; and

(d) remains responsible at all times for the acts or omissions of any lessee or licensee of its Lot.

9.3 Invitees to be accompanied

An Owner or Occupier must accompany its Invitees whilst in the Building at all times other than when those Invitees are entering or leaving the Building or the Strata Parcel.

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10 Depositing waste and other material on Common Property

Subject to by-law 11 an Owner or Occupier must not deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.

11 Waste disposal

11.1 Method of disposal

An Owner or Occupier must:

(a) comply with all requirements of the Owners Corporation or any Authority in respect of the disposal and recycling of waste;

(b) drain and securely wrap all waste and place it in a garbage chute or in the appropriate area in a garbage room or in the appropriate receptacle;

(c) not put in a garbage chute:

(1) bottles or glass;

(2) liquids;

(3) items that weigh more than 2.5 kilograms; or

(4) boxes or other items that might block the garbage chute;

(d) safely and securely wrap all broken glass before placing it in the appropriate area in a garbage room or in the appropriate receptacle;

(e) drain and clean bottles and make sure they are not broken before placing them in the appropriate area in a garbage room or in the appropriate receptacle;

(f) contact the Facilities Manager or, if there is no Facilities Manager, the Strata Manager to arrange (at the cost of the Owner or Occupier) removal of large articles of waste, large quantities of recyclable material or liquids that are poisonous or environmentally dangerous; and

(g) not leave waste on Common Property other than in the appropriate area in a garbage room or in the appropriate receptacle.

11.2 In-sink waste disposal systems

An Owner or Occupier must not install an in-sink waste disposal system in any part of its Lot.

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12 Hanging of washing and other items

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other similar article on any part of its Lot or on Common Property in such a way as to be visible from outside the Lot.

13 Cleaning windows, louvers and doors

13.1 Cleaning of glass surfaces and louvers

Except in the circumstances referred to in by-law 13.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors and any louvers on the boundary of its Lot, including so much as is Common Property, to ensure that the good appearance of the Building is maintained.

13.2 Owners Corporation obligations

The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors and any louvers that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14 Storage of inflammable liquids and other substances and materials

14.1 General prohibition

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, use or store on the Strata Parcel any inflammable chemical, liquid, gas or other material.

14.2 Limited exceptions

This by-law 14 does not apply to:

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of a Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, in particular, barbeque gas cylinders up to a maximum size of 9kg; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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15 Moving furniture and other objects on or through Common Property

15.1 Moving goods

An Owner or Occupier of a Lot (or any Invitees) must not transport any goods and equipment, furniture or large objects through or on Common Property within the Building or the Strata Parcel except in accordance with this by-law 15 and only after:

(a) a bond of $500 has been paid to the Owners Corporation (**Bond**); and

(b) sufficient notice has first been given to the Strata Committee or the Facilities Manager, so as to allow a representative of the Owners Corporation to be present at the time when the Owner or Occupier (or any Invitees) does so.

15.2 Preparation

Before an Owner or Occupier (or any Invitees) moves any goods and equipment, furniture or large objects through or on Common Property within the Building or the Strata Parcel ("**Removals**"), the Owner or Occupier must make arrangements with the Strata Committee or the Facilities Manager in writing within a reasonable time (at least 48 hours) before Removals are carried out: -

(a) to book the use of the lift;

(b) to ensure that lift covers are in place;

(c) to give notice of any necessary security arrangements; and

(d) to notify any representative of the Owners Corporation (if considered necessary).

15.3 Permitted hours

Removals may only be carried out on Monday to Saturday between the hours of 9.00am and 4.00pm or in accordance with the permitted hours determined by the Owners Corporation from time to time.

15.4 Owner or occupier obligations

An Owner or Occupier of a Lot must ensure that:

(a) all Removals are to be carried out in the lift booked with the Strata Committee or the Facilities Manager; and

(b) all areas are protected from damage when carrying out Removals and all rubbish is removed from the Strata Parcel and its surrounds; and

(c) all Removals are transported in the manner reasonably directed by the Strata Committee or the Facilities Manager; and

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(d) all deliveries whatsoever, particularly deliveries by removalist trucks or otherwise are to be made or received from those areas in the Common Property in the Building or the Strata Parcel designated for those purposes.

15.5 Damage

If there is any damage to the Common Property resulting from a failure by the Owner or Occupier of a Lot or an Invitee to comply with the provisions of this by-law 15, then the Owners Corporation may repair that damage, and is entitled to:

(a) be reimbursed for the costs incurred by drawing down on the Bond; and

(b) to the extent the costs incurred by the Owners Corporation under this clause exceeds the Bond, recover from the Owner of that Lot the Owners Corporation's costs of undertaking those repairs. Those costs will be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

15.6 Definitions

For the purposes of this by-law 15, "goods and equipment" includes construction materials, construction equipment and the like.

16 Floor coverings

16.1 Floor coverings

An Owner or Occupier of a Lot must:

(a) not replace or remove any flooring in the Lot (including but not limited to flooring comprising timber, parquetry, marble, stone or other hard surface existing at the date of registration of this by-law) without the prior written consent of the Owners Corporation; and

(b) ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the Lot of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

16.2 Replacement

If an Owner or Occupier of a Lot wishes to replace or remove any existing flooring in the Lot with another type of flooring (other than carpet), the Owner acknowledges and understands that the minimum standard to be achieved for any such floor finish must be the current minimum standard prescribed under the Building Code of Australia as amended from time to time. Further, an Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of flooring with the prior written consent of the Owners Corporation, to demonstrate compliance with this by-law.

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16.3 Exceptions

This by-law 16 does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

17 Keeping of animals

17.1 Prohibition

(a) Subject to section 139(5) of the Strata Management Act, an Owner or Occupier of a Lot must not keep any animal on the Lot or the Common Property without obtaining the prior written consent of the Owners Corporation.

(b) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property.

17.2 Assistance Animal

An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Cth).

17.3 Exceptions

Despite by-law 17.1 but subject always to by-laws 17.4, 17.5, 17.6 and 17.7, an Owner or Occupier of a Lot may keep on the Lot:

(a) one small dog (being a breed of dog which does not exceed 20 kilograms at its fully grown stage); or

(b) two cats; or

(c) one small caged bird; or

(d) fish kept in a secure aquarium,

without the need to obtain the prior written consent of the Owners Corporation.

17.4 Behaviour

If an Owner or Occupier of a Lot keeps any animals on the Lot as permitted under by-law 17.3, then the Owner or Occupier must, other than in relation to fish kept in a secure aquarium:

(a) notify the Owners Corporation that the animal is kept on the Lot; and

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(b) keep the animal within the Lot; and

(c) either carry or keep the animal on a leash when it is on the Common Property; and

(d) supervise the animal when it is on the Common Property, and

(e) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled or damaged by the animal; and

(f) ensure that the behaviour of the animal (including but not limited to noise) does not interfere with the reasonable quiet enjoyment of any other Owner or Occupier; and

(g) indemnify the Owners Corporation for any:

(1) damage to or loss of property caused by the animal; and

(2) injury to any person caused by the animal; and

(3) noise which is disturbing to the extent that it is unreasonable.

17.5 Conditions

If the Owners Corporation gives its prior written consent under by-law 17.1 to the keeping of an animal, then an Owner or Occupier of a Lot seeking such approval acknowledges that the Owners Corporation may impose such conditions as to the keeping of such an animal in that Owner or Occupier's Lot and whilst on Common Property as the Owners Corporation thinks fit and the Owner or Occupier must comply with those conditions.

17.6 Prohibited breeds

Despite the provisions of by-law 17.3, on no account is an Owner or Occupier of a Lot permitted to keep in that Lot any:

(a) pit bull terrier;

(b) Japanese tosa;

(c) dog prohibited from importation into Australia by the Commonwealth government; or

(d) unregistered dog or any dog declared as dangerous under the *Companion Animals Act 1998* from time to time.

17.7 Withdraw consent

The Owners Corporation may withdraw its consent to the keeping of an animal under this by-law 17 at any time if the animal becomes vicious, noisy, offensive or a nuisance. If the Owners Corporation withdraws its consent to the keeping of an animal under this by-law, the Owner or Occupier must remove the animal immediately from the Building and keep the animal away from the Building and the Strata Parcel.

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18 Appearance of Lot

18.1 Externally visible items

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

18.2 Windows and glass doors

(a) Subject to by-law 18.2(b), an Owner or Occupier must not, without the prior approval of the Owners Corporation, affix or permit the affixing of window tinting or other treatments to windows or glass doors on a Lot or on any balcony forming part of a Lot.

(b) By-law 18.2(a) does not apply to prohibit the tinting to windows or glass doors of any Lot where that tinting existed as at the date of registration of the Strata Plan.

18.3 Balconies

Without limiting by-law 18.1, an Owner or Occupier:

(a) must not erect any walls, barriers or similar items, or create by any other means an enclosure around the balcony of the relevant Lot;

(b) must ensure that any balcony furniture for the relevant Lot is of an appropriate design so as not to cause damage to any other property or other Lot or Common Property (including by being blown by wind onto or into another Lot);

(c) must ensure that any balcony furniture for the relevant Lot is of a quality and design consistent with the standard of the Building and any colour codes and landscaping codes adopted by the Owners Corporation from time to time; and

(d) must not use the balcony for the relevant Lot as a storage space.

18.4 No barbeques

An Owner or Occupier must not install or operate a barbeque or any other form of outdoor cooking device on the balcony of the relevant Lot.

18.5 Transmission devices

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, install on the Strata Parcel any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.

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18.6 Interference

An Owner or Occupier must not operate from the Strata Parcel any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Strata Parcel.

19 Use of Lot

19.1 Notification

An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

19.2 Restrictions on leasing and occupancy generally

An Owner or Occupier must not (but subject to by-law 26.2):

(a) enter into a lease or other occupancy arrangement in respect of a Lot, where that lease or occupancy arrangement has a term of less than 3 months; or

(b) permit the Strata Manager, the Facilities Manager or an agent to advertise or organise for short term accommodation or share accommodation in the Building; or

(c) permit the number of persons (excluding children) ordinarily residing within a Lot to be more than:

  (1) 6 persons, in the case of a Lot with 3 or more bedrooms;

  (2) 4 persons, in the case of a Lot with 2 bedrooms; or

  (3) 2 persons, in the case of a Lot with 1 bedroom; or

(d) permit more than 2 persons (excluding children) to occupy any bedroom; or

(e) permit more than 2 beds (excluding children's beds, cots or bassinets) in any bedroom.

19.3 Use of car parking area

If the Lot includes an area for car parking, that area must be used only for the purpose of parking a motor vehicle related to the residence in that Lot and must not be used as an area for storage of any other items.

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19.4 Lattices or grilles

(a) Subject to by-law 19.4(b), an Owner or Occupier must not without the prior approval of the Owners Corporation affix any lattice or grille to any part of the Owner's Lot (including the storage space component of the relevant Lot).

(b) By-law 19.4(a) does not apply to prohibit the screening devices that enclosed the storage space component of any Lot as at the date of registration of the Strata Plan.

(c) Each Owner of a Lot with a screening device as described in this by-law 19.4:

(1) agrees that the relevant screening device does not form part of the Common Property; and

(2) must maintain and keep in a state of good and serviceable repair the screening device.

19.5 No enclosing car parking

(a) Subject to by-law 19.5(b), by-law 19.5(c) and by-law 19.5(d), an Owner or Occupier must not erect any walls, barriers or similar items, or create by any other means an enclosure around any car parking area without the consent of the:

(1) Owners Corporation; and

(2) the City of Ryde Council (or any Authority that may replace it or perform substantially the same function as it) .

(b) The relevant Owner or Occupier must maintain the works permitted under by-law 19.5(a) to the reasonable satisfaction of the Owners Corporation.

(c) If the installation of the works permitted under by-law 19.5(a) penetrates, affects or alters the Common Property (**Affected Common Property Area**) in any way, then the Owner must Make Good the Affected Common Property Area if the relevant Owner or Occupier removes the works permitted under by-law 19.5(a) from the Affected Common Property Area at any time.

(d) By-law 19.5(a) does not apply to Lots whose car parking areas, as at the date of registration of the Strata Plan, were enclosed with screening devices and were installed with remote controlled garage doors.

19.6 Use of storage space

(a) If the Lot includes an area for storage, that area must be used only for the purpose of storage related to the residence in that Lot and must not be for any other purpose.

(b) An Owner or Occupier may, with the prior approval of the Owners Corporation, may arrange for the installation of power points and additional lighting, by a properly qualified and licensed tradesman, to the storage space component of the relevant Lot.

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(c) In giving its consent under by-law 19.6(b) the Owners Corporation may impose reasonable conditions, including requirements for the Owner and Occupier to comply with the requirements of any Authority and including a requirement for the storage space to be connected to the electricity meter for the relevant Lot.

19.7 No leasing etc

(a) An Owner or Occupier must not lease, licence or part possession with the storage space or car parking area components comprising the Owner's or Occupier's Lot to any person other than a person residing in the Owner's or Occupier's Lot.

(b) By-law 19.7(a) may not be amended unless the Owners Corporation has obtained the prior written approval of any relevant Authority to the proposed amendment.

19.8 Permitted use

Nothing in this by-law 19 should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot. Any change of use of a Lot must comply with the requirements of the City of Ryde Council and with all relevant and competent authorities, and in accordance with these By-Laws.

19.9 Residential use only

Subject to by-laws 19.3 and 19.6, an Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any use other than as residential premises.

20 Use of Common Property for air-conditioning units

20.1 Right to use Common Property

Each Owner or Occupier of Lots 1 to 136 (inclusive) is authorised to use that part of the Common Property immediately adjacent to their Lot (**Relevant Area**) for the purpose of installing, using and maintaining an air-conditioning unit which services their Lot (**Air-conditioning Unit**).

20.2 Maintenance

(a) The Owners Corporation is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Relevant Area and the Air-conditioning Units (**Maintenance Works**).

(b) Each Owner or Occupier of Lots 1 to 136 (inclusive) must contribute towards the Maintenance Works according to the relative proportions of their respective unit entitlements of their Lot.

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(c) The Owners Corporation may require the payment of money by each Owner or Occupier of Lots 1 to 136 (inclusive) at specified times or as determined by the Owners Corporation in relation to the obligation of the Owner or Occupier in by-law 20.2(b).

21 Insurance premiums

21.1 Not to invalidate, etc

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

21.2 Increased premium

If, under to by-law 21.1, an Owner or Occupier does something which may increase the premium for any insurance policy effected by the Owners Corporation, then the Owner of the relevant Lot must:

(a) pay to the Owners Corporation that increase in premium within 5 Business Days after notification by the Owners Corporation that payment is required; and

(b) comply with any other reasonable condition imposed by the Owners Corporation in connection with providing its approval under by-law 21.1.

22 Carrying out Major Building Work and Minor Building Work

22.1 Permitted Major Building Work - conditions

If an Owner or an Occupier (with the Owner's prior approval) wishes to carry out Major Building Work on the Lot relevant to the Owner or Occupier, and on so much of Common Property the use of which is reasonably necessary for the carrying out of the Major Building Work (**Affected Common Property**), the following conditions apply:

(a) each of the Owner and the Occupier indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the Major Building Work contemplated by this by-law 22 and the use of the result of the Major Building Work;

(b) the Owner and the Occupier must ensure that neither the carrying out of the Major Building Work nor the use of the result of the Major Building Work:

(1) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;

(2) damages or interferes with a wall or any other boundary between Lots; or

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(3) voids any warranties to which the Owners Corporation or another Owner or Occupier is entitled;

(c) if any exhaust system is to be installed, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant; and

(d) the Owner or Occupier must, if required by law, obtain the consent of all relevant Authorities.

22.2 Obligations on Owner or Occupier

An Owner or an Occupier wishing to exercise rights under this by-law 22 must:

(a) before doing any Major Building Work:

(1) obtain from the Owners Corporation a registered common property rights by-law in accordance with Division 3 of Part 7 of the Strata Management Act, in respect of the Affected Common Property on the Owner or Occupier (if applicable);

(2) pay all costs of the Owners Corporation in relation to obtaining a by-law under by-law 22.2(a)(1), including but not limited to fees for legal services in relation to the drafting of the by-law and fees for registration of the amended by-laws at Land Registry Services NSW;

(3) ascertain from the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, where service lines, pipes and conduits are located;

(4) arrange with the Facilities Manager or, if there is no Facilities Manager, the Strata Manager suitable times and means by which access to the Lot may be obtained for the purposes of the Major Building Work;

(5) if the Owners Corporation so requests provide a certificate from a structural engineer or a services engineer or both that the proposed Major Building Work will not have any adverse effect on Common Property or any Lot;

(6) if the Owners Corporation so requests, provide evidence of any insurances the Owners Corporation reasonably requires in connection with the Major Building Work to be carried out; and

(7) provide copies of all relevant Authority approvals required by law to the Owners Corporation;

(b) comply with the reasonable requirements of the Owners Corporation and the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, about the times and means by which access to the Lot is obtained and the Major Building Work is carried out;

(c) only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;

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(d) ensure that tradespeople and any persons involved in doing the Major Building Work comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, about the times and means by which access to the Lot is obtained and the Major Building Work is carried out;

(e) not damage Common Property, including service lines, pipes of conduits or interfere with, or interrupt them or any of them;

(f) do the Major Building Work properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Common Property which is affected, to the reasonable satisfaction of the Owners Corporation;

(g) repair any damage caused to Common Property or the property of another Owner or Occupier;

(h) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and

(i) at the completion of the Major Building Work, if the Owners Corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the carrying out of the Major Building Work nor the use of the result of the Major Building Work has:

(1) damaged or interfered with, or will damage or interfere with, any waterproofing membrane or other membrane installed in Common Property; and

(2) detrimentally affected, or will detrimentally affect, the acoustic insulation of the Lot.

22.3 Owners Corporation may prescribe

The Owners Corporation may, for the purposes of this by-law 22 at any time prescribe the days and hours of the day during which access to the Lot may be obtained for the carrying out of Major Building Work.

22.4 Responsibility regarding walls

The Owners Corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner or Occupier. The Owners Corporation is not responsible for any wall that has been constructed or added by an Owner or Occupier, even if the wall has been constructed on a boundary of a Lot.

22.5 Minor Building Work

An Owner or Occupier must not carry out Minor Building Works within its Lot unless the relevant Owner or Occupier:

(a) obtains the prior written consent of the Owners Corporation; and

(b) ensures that any damage caused by carrying out the Minor Building Works under this by-law 22.5 is repaired to the reasonable satisfaction of the Owners Corporation and the relevant Authority (if applicable),

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and by-laws 22.2(a)(5), 22.2(a)(6), 22.2(a)(7), 22.2(c), 22.2(h) and 22.2(i) apply with the necessary changes.

22.6 Excluded Major Building Works

By-laws 22.1 and 22.2 do not apply to any construction or fitout works being undertaken by the Developer at the date of registration of the Strata Plan to complete the construction and fitout of any of the Lots.

23 Refurbishment of Common Property

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power to Refurbish Common Property.

24 Rules

24.1 Owners Corporation may make Rules

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power under this by-law 24 to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and Common Property or a part of it, in particular (**Rules**). The Rules may include colour codes and landscaping codes that apply to anything visible from outside the Lot, including any balcony.

24.2 Variation

The Owners Corporation may vary Rules at any time.

24.3 Inconsistency

If a Rule is inconsistent with the Strata Management Act, the Strata Management Statement, any by-law or a requirement of an Authority, the Strata Management Act, the Strata Management Statement, the by-law or the requirement of an Authority, as the case may be, prevails to the extent of the inconsistency.

24.4 Binding

Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the Owners Corporation.

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25 Strata management statement

25.1 Compliance

An Owner or Occupier must comply with the terms of the Strata Management Statement.

25.2 Breach

A breach of the Strata Management Statement by an Owner or Occupier is considered a breach of these by-laws.

25.3 Not to cause breach

An Owner or Occupier must not, and must not allow its Invitees to, do anything that would cause the Owners Corporation to be in breach of any term of the Strata Management Statement.

25.4 Appointment of Representative

The Owners Corporation grants to the Strata Committee the power to appoint a natural person as the Owners Corporation's representative and alternative representative on the Committee under the Strata Management Statement.

26 Agreement with Facilities Manager / Letting Manager

26.1 Agreement with Facilities Manager

In addition to its powers under the Strata Management Act, the Owners Corporation has the power under this by-law 26 to appoint and enter into an agreement (**Facilities Management Agreement**) with an appropriately qualified person (**Facilities Manager**) to provide facilities management, asset maintenance, contract management, operational services and do anything else that the Owners Corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme, at a fee.

26.2 Agreement with Letting Manager

(a) In addition to its powers under the Strata Management Act and subject to the requirements in clause 9 of the Strata Management Statement, the Owners Corporation has the power under this by-law 26 to appoint and enter into an agreement (**Letting Service Agreement**) with an appropriately qualified person (**Letting Manager**) to establish and operate a letting business and provide a letting service as defined in paragraph (c) (**Letting Service**) in the Building and do anything else that the Owners Corporation agrees is necessary for the operation of the Letting Service, at a fee or for no fee, including granting to the

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Letting Manager a licence to use Common Property in connection with the Letting Service.

(b) Subject to the requirements in clause 9 of the Strata Management Statement, the Owners Corporation may grant rights to the Letting Manager under the Letting Service Agreement to:

(1) install, erect and maintain signage on any part of the Common Property in respect of the letting business which forms the subject of the Letting Service Agreement;

(2) have exclusive use rights over any part of the Common Property for reception and other support facilities.

(c) Letting Services offered by the Letting Manager may include acting as the agent of Owners who choose to engage the services of the Letting Manager (**Letting Owners**) in securing tenants and/or guests (both short-term and/or long-term), collecting rents and charges, managing Lots and providing ancillary services to the Letting Owners and tenants/guests secured by the Letting Manager including, but not limited to:

(1) the sale of Lots;

(2) bookings and reservation services;

(3) cleaning, housekeeping and maintenance services;

(4) telecommunications, pay per use digital services, wi-fi, electronic, pay television, audio-visual and/or digital media services;

(5) security services;

(6) hiring and sale of equipment, goods and services; and

(7) other services which are complementary or ancillary to the above.

27 Advertising

27.1 Prohibition

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or from outside the Strata Parcel, including any "for sale" or "for lease" signage.

27.2 Exception for Developer

The Developer may, without obtaining the approval of the Owners Corporation, erect, display, affix or exhibit Advertising on the Common Property, or on any Lot of which Developer is the Owner or Occupier, in connection with Selling and Leasing Activities.

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27.3 Developer obligations

In erecting, displaying, affixing or exhibiting Advertising in accordance with by-law 27.2, the Developer must:

(a) use reasonable endeavours to ensure that other Owners or Occupiers are caused as little inconvenience as is reasonably practicable;

(b) cause any damage resulting from the Advertising to be repaired on a timely basis and in a good workmanlike manner; and

(c) comply with all requirements of any Authority in respect of erecting, displaying, affixing or exhibiting Advertising under by-law 27.2.

27.4 Display unit

The Developer may, without obtaining the approval of the Owners Corporation, use any Lot of which the Developer is the Owner or Occupier, as a display unit in connection with Selling and Leasing Activities.

28 Work, health and safety

28.1 No hazard to be created

An Owner or Occupier of a Lot must not create any hazard that may breach work health and safety standards or cause a breach of such standards. This by-law refers to work health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW).

28.2 Included matters

This by-law 28 refers to matters like:

(a) safe balustrade heights;

(b) safe driving in car parks; and

(c) weight and positioning of planters on balconies.

28.3 Concerns

If an Owner or Occupier of a Lot has any concerns in relation to this by-law 28 it should discuss those concerns with the Strata Manager or Facilities Manager if one has been appointed.

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29 Provision of amenities or services

29.1 Determination

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

(a) security;

(b) services;

(c) window cleaning;

(d) garbage disposal and recycling services;

(e) electricity, water or gas supply; or

(f) telecommunication services (for example, cable television).

29.2 Amounts payable

If the Strata Committee determines to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the determination the amount payable for the amenity or service or the basis on which that amount is calculated and the conditions on which it will provide the amenity or service.

30 Security

30.1 Owners Corporation responsibility

The Owners Corporation must take reasonable steps to stop intruders coming into the Building.

30.2 Security systems

The Owners Corporation may install and operate in the Common Property audiovisual security cameras and other audiovisual surveillance equipment for the security of the Building, and make arrangements with third parties about the installation and maintenance of such equipment.

30.3 No interference

An Owner or Occupier must not, and must not allow its Invitees to:

(a) interfere with the security equipment installed by the Owners Corporation; or

(b) do anything that might prejudice the security or safety of the Building or its occupants.

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30.4 Security doors

An Owner or Occupier must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

31 Fire Safety

31.1 Prevention

The Owners Corporation must take reasonable steps to prevent fires and other hazards.

31.2 Comply with laws

The Owners Corporation and each Owner and Occupier must, and must ensure that its Invitees, comply with all laws about fire safety and control and must:

(a) not interfere with fire safety and control devices and equipment within a Lot or on Common Property, including without limitation painting over or otherwise interfering with any fire or smoke detectors installed within a Lot;

(b) at all reasonable times, provide access to their Lot to the Owners Corporation (or to contractors engaged by it) for the purposes of inspection, maintenance, repair or replacement of any fire safety and control devices and equipment located in, or accessible only from within, the Lot;

(c) not obstruct any fire stairs or fire escapes in the Building;

(d) take reasonable care to make sure that fire and security doors are locked or closed when not in use; and

(e) otherwise comply with all laws and the requirements of the City of Ryde Council and any other relevant and competent authority regarding fire regulations.

31.3 Equipment

In order to carry out the above matters and any of its other obligations, the Owners Corporation may:

(a) install and operate fire safety and control devices and equipment; and

(b) make arrangements with third parties about the installation, maintenance and operation of such fire safety and control devices and equipment.

31.4 Cost recovery

Without limiting the foregoing, if the Owner or Occupier of a Lot fails to comply with any provision of by-law 31.2, then the Owners Corporation will be entitled to recover from the Owner of that Lot all additional costs incurred by the Owners Corporation as a result of that failure. Those additional costs will be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

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31.5 Emergency plan

Within 2 months after the date of registration of these by-laws, the Owners Corporation will adopt an emergency response and evacuation plan, which must provide for the safety of Owners and Occupiers in case of an emergency including:

(a) an evacuation plan in the case of an emergency due to fire, explosion or other emergency;

(b) provision for the appointment of a nominated person by the Occupiers of the Building to ensure compliance with the emergency response and evacuation plan;

(c) requirements for maintenance operations, testing and certification procedures for fire safety and control devices and equipment and other safety equipment.

31.6 Cost of fire services

An Owner or Occupier must reimburse the Owners Corporation for all costs (including any fees charged by an Authority or fire monitoring service) associated with a false alarm from a fire alarm system for the Building where the cause of the false alarm was due to an act or omission of that Owner or Occupier or its Invitees.

32 Security keys and alarms

32.1 Owners Corporation to issue

The Owners Corporation will make available to Owners and Occupiers not less than one set of Security Keys necessary to enable Owners and Occupiers to access the Strata Parcel and the Building for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot.

32.2 Fee

The Owners Corporation may charge a fee for the provision of any additional Security Keys.

32.3 Additional or replacement Security Keys

An Owner or Occupier may obtain additional or replacement Security Keys by contacting the Facilities Manager or, if there is no Facilities Manager, the Strata Manager and by-law 32.4(e) applies.

32.4 Owner and Occupier responsibilities

Each Owner and Occupier to whom a Security Key is made available must:

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(a) exercise a high degree of caution and responsibility in making Security Keys available for use by other persons;

(b) not duplicate or permit any Security Key to be duplicated;

(c) take all reasonable steps to ensure that Security Keys are not lost;

(d) immediately notify the Owners Corporation if a Security Key is lost, stolen or damaged; and

(e) pay replacement costs to the Owners Corporation for any lost, stolen or damaged Security Key.

32.5 Alarms

The Owners Corporation must not unreasonably withhold consent to an application by an Owner or Occupier to install a security alarm on its Lot if:

(a) the alarm has "back to base" facilities;

(b) the alarm is silent or, if the alarm has an audible shrieker, the sound from that shrieker is directed and emitted into the residential component of the relevant Lot only; and

(c) the alarm does not have flashing lights or, if the alarm does have flashing lights, those flashing lights are not visible from outside the Lot.

33 Restricting access

33.1 General provisions

The Owners Corporation may for security reasons or effective control and management of the Building:

(a) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property if any, that are subject to an easement for public access or exclusive use rights; and

(b) restrict, by security device, access to levels in the Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights or special privilege over Common Property.

33.2 Access to the roof of the Building

(a) If the roof of the Building includes part of Common Property, the Owners Corporation may prohibit access to the roof of the Building by any person (whether an Owner or an Occupier) unless that person has the prior consent of the Owners Corporation, the Strata Manager or the Facilities Manager.

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(b) If the roof of the Building includes part of a Lot, then the Owner or Occupier of that Lot must allow the Owners Corporation to access the roof of the Building at all reasonable times and on reasonable notice.

34 By-laws must be consistent with the Strata Management Statement

(a) The Owners Corporation must not make by-laws that are inconsistent with the Strata Management Statement.

(b) If the Owners Corporation does not comply with this clause, it may not vote at meetings of the Committee.

(c) Subject to section 28W of the *Strata Schemes (Freehold Development) Act 1973* or, when it comes into effect, section 105(5) of the *Strata Schemes Development Act 2015* (NSW), the Strata Management Statement prevails if there is an inconsistency between the Strata Management Statement and the by-laws made by the Owners Corporation.

35 Notice board

The Owners Corporation must cause a notice board to be affixed to some part of the Common Property.

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ePlan

Approved Form 7	**Strata Plan By-laws**	Sheet 38 of 38 sheets
Registered: 12.3.2020 Office Use Only		Office Use Only SP100743

Signing page

Executed as an agreement

Certified correct for the purposes of the *Real Property Act 1900*.

Signed sealed and delivered by
Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Limited
ACN 608 744 234 in accordance with section 127
of the Corporations Act 2001 (Cth) by:

sign here ► _____
Director

print name Xiaohua Luo

sign here ► _____
~~Director~~ / Secretary

print name Xinmei Wang

Signed, sealed and delivered for and on behalf of
National Australia Bank Ltd ABN 12 004 044 937
by its attorney _____
(print name)
CHRISTINA CHOY (Book 4512 No.39)
under Power of Attorney dated 1 March 2007, and
who declares that the Attorney has not received any
notice of the revocation of such Power of Attorney,
in the presence of _____
(print name)
DHIVYA MOHAN
Level 18
255 George Street
Sydney NSW 2000

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ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Lengths are in metres

Plan:

DP1224238

Plan of Subdivision of Lot 10 in Deposited Plan 1221211 covered by Subdivision Certificate N° SC-183-101

Dated: 25 OCTOBER 2016

Full name and address of proprietors of land:

Landcom
Level 14, 60 Station Street
PARRAMATTA NSW 2150

PART 1 CREATION

Number of item shown in the intention panel of 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) (Servient Tenement)	Benefited lot(s), road(s), bodies or Prescribed Authorities (Dominant Tenement)
1	Easement to Drain Water 2.4 wide & variable width (A)	108 109 117 118 119	107 107, 108 107, 108, 109 107,108,109,117 107,108,109,117,118 City of Ryde 11/1221211
2	Right of Carriageway 3.5 wide (B)	118 119	119 Landcom 118 Landcom
3	Right of Carriageway ~~variable width~~ (C) – whole of lot	109	Landcom 108
4	Right of Foot Way 18 wide (D)	105	106 City of Ryde Landcom
5	Right of Foot Way 3 wide (E)	104	City of Ryde Landcom

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Plan:

DP1224238

Plan of Subdivision of Lot 10 in Deposited Plan 1221211 covered by Subdivision Certificate N° SC-183-101

Dated: 25 October 2016

Number of item shown in the intention panel of 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
6	Easement for Electricity & other purposes 2 wide (G)	102,104,105, 107,110, 114-119 inclusive	Ausgrid
7	Easement for Electricity & other purposes 3.325 wide (H)	108	Ausgrid

Part 2 (Terms)

1. **Terms of Easement to Drain Water 2.4 wide & variable width (A) numbered 1 in the plan:**
   Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right is capable of enjoyment, and every person authorised by that person, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the lot burdened, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath the surface of the lot burdened and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or exercising or performing any of its powers, authorities, duties or functions, or any part thereof and for any of the aforesaid purposes to open the soil of the lot burdened to such extent as may be necessary provided that the grantee and the persons authorised by that person will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition. This easement shall not be released, varied or modified without the written consent of every person who is at any time entitled to an estate or interest in possession in the land herein.

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Plan:

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Plan of Subdivision of Lot 10 in Deposited Plan 1221211 covered by Subdivision Certificate N° SC-183-101

Dated: 25 OCTOBER 2016

That person having the benefit of this easement, and every person authorised by that person, from time to time, may drain water from any natural source through each lot burdened, but only within the site of this easement, and do anything reasonably necessary for that purpose, including entering the lot burdened, taking anything onto the lot burdened, using any existing line of pipes and carrying out work, such as constructing, placing, repairing or maintaining pipes, pits, detention tank channels, ditches and equipment.

2. **Terms of Right of Carriageway 3.5 wide (B) and Right of Carriageway ~~variable width~~ (C) numbered 2 and 3 in the Plan.**
Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both and on foot to and from the said Dominant Tenement or any such part thereof provided that, in the event that all or any part of the land affected by these easements is opened as a public road, these easements shall, ipso facto and without any other requirement, cease to affect that part of the land which has been opened as a public road.

3. **Terms of Right of Foot Way 18 wide (D), Right of Foot Way 3 wide (E) and numbered 4 & 5 in the Plan.**

Full and free right for every person who is at any time entitled to as estate or interest in possession in the land herein indicated as the Dominant Tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, to go, pass and repass on foot at all times and for all purposes, without vehicles to and from the said Dominant Tenement or any such part thereof.

The name of Authority or Business empowered to a Release, Vary or Modify the Easements Numbered 2, 3, 4 & 5 in the Plan:

LANDCOM, but only for the period of 10 years from the date of registration of the plan.

The name of Authority empowered to a Release, Vary or Modify the Easements Numbered 1 to 5 inclusive in the Plan:

City of Ryde

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Plan:

DP1224238

Plan of Subdivision of Lot 10 in Deposited Plan 1221211 covered by Subdivision Certificate N° SC-183-101

Dated: 25 OCTOBER 2016

4. **Terms of Easement for Electricity & other purposes 2 wide (G) & Easement for Electricity & other purposes 3.325 (H) numbered 6 & 7 in the Plan**

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

EXECUTED for and on behalf of)
AUSGRID by Michael McHugh)
_____)
its duly constituted Attorney pursuant to) ..... Attorney
Power of Attorney registered Book 4693)
No. 331 in the presence of:) Manager - Property & Fleet

.....
Witness

Glenn James Elmore
.....
Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000
.....
Address of Witness

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Plan:

DP1224238

Plan of Subdivision of Lot 10 in Deposited Plan 1221211 covered by Subdivision Certificate N° SC-183-101

Dated: 25 OCTOBER 2016

EXECUTION

Executed for Landcom by its attorneys named below pursuant to power(s) of attorney registered Book 4695 No. 859

Each attorney states that he or she has not received any notice of revocation of the power of attorney; pursuant to which this instrument has been executed

VY NGUYEN
.....
Name of Attorney (print)

Adam Turnbull
.....
Name of Witness (print)

.....
Signature of Attorney

.....
Signature of Witness to the Signature of Attorney above

Stuart McCowan
.....
Name of Attorney (print)

Adam Turnbull
.....
Name of Witness (print)

.....
Signature of Attorney

.....
Signature of Witness to the Signature of Attorney above

REGISTERED 18.11.2016

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Form: 7IR
Release: 4·3

REQUEST

New South Wales
Real Property Act 1900

AM949017M

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

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) STAMP DUTY — If applicable. Revenue NSW use only

(B) TORRENS TITLE — 104 and 105/1224238

(C) REGISTERED DEALING

Number	Torrens Title

(D) LODGED BY

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(E) APPLICANT — Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Limited ABN 65 608 744 234

(F) NATURE OF REQUEST — Registration of a planning agreement pursuant to section 93H of the Environmental Planning and Assessment Act, 1979

(G) TEXT OF REQUEST

Registration of a planning agreement entered into between Council of the City of Ryde and the Applicant. A duplicate of the planning agreement is annexed to this instrument.

The Applicant requests that the planning agreement comprising 68 pages and is annexed to this instrument be registred on the title to the Land.

DATE 29 November 2017

(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: Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Limited
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: X
Name of authorised person: X Xiaohua Luo
Office held: X Director

Signature of authorised person: X
Name of authorised person: X Xinmei Wang
Office held: X Secretary

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. [ ] Full name: Signature:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1708

CT's PROD BY 273L ON 5/12/17

△ SHOULD READ 104/1224238

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Council of the City of Ryde
ABN 81 621 292 610

and

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Limited
ABN 65 608 744 234

Planning Agreement

Environmental Planning and Assessment Act 1979

25-27 Epping Road, Macquarie Park, New South Wales

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Planning Agreement

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Planning Agreement

Date 29 November 2017

Parties

Council of the City of Ryde ABN 81 621 292 610 of Level 1, 3 Richardson Place, North Ryde, NSW (**Council**)

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Limited of c/- Urbis at Tower 2, Level 23, Darling Park, 201 Sussex Street, Sydney, NSW (**Developer**)

Recitals

A The Developer is (or is entitled to be) the registered proprietor of the Land.

B The Developer is the applicant under the Development Application lodged with the Council (known as LDA-2016-0395) for Development Consent to carry out the Development on the Land.

C The Developer has offered to make Contributions in connection with the carrying out of the Development if the Council grants the Development Consent.

D The Developer has agreed to provide the Contributions on the terms and conditions set out in this Deed.

The parties agree

1 Definitions and interpretation

1.1 Definitions

The following words have these meanings in this Deed unless the contrary intention appears:

Adjustment Date means each 30 June every year after the date of this Deed.

Appeal means an appeal (including an application for any kind of leave to appeal) in a Court of competent jurisdiction against the decision of a lower court.

Appeal Notice means:

(a) in proceedings in the Court of Appeal:

(i) an application for leave to Appeal;

(ii) a notice of intention to Appeal; or

(iii) if a valid notice of intention to Appeal has been lodged, a notice of appeal; and

(b) in proceedings in the High Court, an application for Special Leave to Appeal.

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Application means an application for any Approval.

Approval means any approvals, consents, certificates, permits, endorsements, licences, conditions, permissions or requirements (and any modifications or variations to them) which may be required by Law for the commencement and carrying out of the Contributions Works or the Development generally and includes a Development Consent or other approval under the EP&A Act (or modification of that approval).

Authority means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under the *Building Professionals Act 2005* (NSW).

Bank Bill Rate means:

(a) the average bid rate for Bills having a tenor of 90 days as displayed on the 'BBSY' page of the Reuters Monitor System on the day the relevant payment is due (**Due Date**); or

(b) if the average bid rate is not displayed by 10:30 am on the Due Date or if it is displayed but there is an obvious error in that rate:

  (i) the rate the Council calculates as the average of the bid rates quoted at approximately 10:30 am on that day by each of five or more institutions chosen by the Council which provide rates for display on the 'BBSY' page of the Reuters Monitor System for Bills of a 90 day tenor which are accepted by that institution (after excluding the highest and the lowest, or in the case of equality, one of the highest and one of the lowest bid rates); or

  (ii) where the Council is unable to calculate a rate under paragraph (a) because it is unable to obtain the necessary number of quotes, the rate set by the Council in good faith at approximately 10:30 am on that day, having regard, to the extent possible, to the rates otherwise bid for Bills of a 90 day tenor at or around that time, and

(c) The rate calculated or set must be expressed as a percentage rate per annum and be rounded up to the nearest fourth decimal place; and

(d) The Council may calculate a rate under paragraph (a) or (b) before 11:00 am on the Due Date, but if the average bid rate appears on the 'BBSY' page by 11:00 am and there is no obvious error in it, the 'BBSY' page rate applies as the **Bank Bill Rate** under this Deed despite any calculation by the Council under paragraph (b).

Bank Guarantee means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

(a) one of the following trading banks:

  (i) Australia and New Zealand Banking Group Limited,

  (ii) Commonwealth Bank of Australia,

  (iii) Macquarie Bank Limited,

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(iv) National Australia Bank Limited,

(v) St George Bank Limited,

(vi) Westpac Banking Corporation,

(vii) Bank of China (Australia) Limited, or

(b) any other financial institution approved by the Council in its absolute discretion.

Bills means a bill of exchange as defined in the *Bills of Exchange Act 1909* (Cth), but does not include a cheque.

Bond means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking with all the following requirements:

(a) be signed and issued by an Australian Prudential Regulation Authority (**APRA**) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia;

(b) have at all times an investment grade security rating from an industry recognised rating agency of at least:

(i) BBB + [Standard & Poors and Fitch]; or

(ii) Baa 1 [Moodys]; or

(iii) bbb [Bests].

(c) be issued on behalf of the Developer;

(d) have no expiry or end date;

(e) have the beneficiary as the Council; and

(f) be irrevocable;

(g) state either individually, or in total with other lodged compliant forms of Security, the relevant minimum amount required to be lodged as security for performance under this Deed; and

(h) state the purpose as being security for performance of obligations under this Planning Agreement.

Bond Amount means the face value of each Bond that is required to be provided by the Developer to Council under the terms of this Deed.

Builder means any entity contracted under the Construction Contract to carry out the Contribution Works or any part of them.

Business Day means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

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Certificate of Practical Completion means the certificate in writing confirming that the Contribution Works or any part of them have been completed to Council's satisfaction and issued under clause 7.1 of Schedule 4.

Claim means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this Deed.

Condition Precedent means the events described in clause 3.1.

Condition Precedent Date means the date being 12 months after the date of this Deed.

Consent Authority means, in relation to an Application, the Authority having the function to determine the Application.

Contributions mean all of the public benefits described in the Contributions Schedule that must be provided under this Deed.

Contributions Schedule means Schedule 3.

Contribution Value means in relation to the Contribution Works the amount stated in Schedule 3 and indexed in accordance with part 2 of Schedule 3.

Contribution Works means each of the works described in part 2 of Schedule 3 that must be undertaken by the Developer pursuant to this Deed.

Construction Certificate means a certificate issued under section 109C(1)(b) of the EP&A Act.

Construction Contract means the contract to carry out the Contribution Works (whether or not that is a contract for the Contribution Works only or forms part of a contract for the building of other components of the Development).

Construction Cost means the Costs of and directly attributable to the construction of the Contribution Works including:

(a) preparation of design and construction drawings for the Contribution Works;

(b) cost or materials used or installed (as the case may be) as part of the Contribution Works; and

(c) labour, equipment hire and other Costs directly associated with the excavation, and construction of the Contribution Works.

Construction Terms means the terms set out in Schedule 4.

Costs include all costs, charges and expenses, including those incurred in connection with advisers.

Court means the New South Wales Land and Environment Court or any other court of competent jurisdiction.

CPI means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index which the Council determines in its sole discretion.

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Deed means this document and includes all annexures, exhibits and Schedules to it.

Defects Liability Period means in respect of each item of construction works which together comprise the Contribution Works the period of 12 months from the date on which the Certificate of Practical Completion is issued for the Contribution Works or relevant part of them.

Detailed Design means the final specifications and finishes for the Contribution Works prepared in accordance with clause 4.1 of Schedule 4 and will include the design of the Contribution Works, the location for the Contribution Works, installation specifications and estimated costs of construction and/or installation.

Development means the development described in clause 2 of Schedule 2.

Development Application has the same meaning as in the EP&A Act.

Development Consent means each 'Development Consent' as that term is defined in the EP&A Act or an approval under Part 5 of the EP&A Act and includes any Modification granted with respect to a Development Consent.

Encumbrance, in relation to any land, means any:

(a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention;

(b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;

(c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or

(d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist, in respect of that land.

EP&A Act means the *Environmental Planning and Assessment Act 1979* (NSW).

EP&A Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Explanatory Note means the explanatory note relating to this Deed (being that required by clause 25E of the EP&A Regulation and exhibit A to this Deed).

GST has the meaning it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insurer means an insurer that is licensed by the APRA to operate in Australia or has an investment grade rating from an industry recognised rating agency such as Moodies, Standard & Poors or Bests.

Interest Rate in relation to interest payable on any payment due under this Deed means the rate which is the Bank Bill Rate plus a margin of 2% per annum.

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Item means the object of a Contribution specified in Column 1 of the tables in Schedule 3.

Jarvis Circuit means the public road with that name which bisects the lots that together comprise the Land.

Land means the land described in clause 1 of Schedule 2 or any subsequent Subdivision of that land.

Law means:

(a) the common law including principles of equity; and

(b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority.

Legal Costs means legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

Legal Challenge means proceedings in a Court in which a declaration that a Development Consent or Approval in relation to the Development is invalid, and includes, but is not limited to, any proceedings in which such a declaration is sought which are heard on remitter from another Court following an Appeal.

LG Act means the *Local Government Act 1993* (NSW).

Modification means a 'modification' of a Development Consent within the meaning of section 96 of the EP&A Act.

Occupation Certificate means a certificate referred to in section 109C(1)(c) of the EP&A Act and which may be interim or final as provided for in section 109C(2) of the EP&A Act.

Party means a party to this Deed, and Parties means all of them.

Permitted Encumbrance means each of:

(a) easements benefitting statutory authorities, encroachments authorised by Approvals and environmental management requirements; and

(b) any of the following:

(i) an Encumbrance (other than a mortgage, charge, pledge, lien, security interest, title retention, contractual right of set-off, or any other security agreement or arrangement in favour of any person); and

(ii) such other agreement or arrangement,

the Council (acting reasonably) agrees in writing are permitted encumbrances;

(c) any Encumbrance that does not prevent the future use of the relevant land for the public purpose for which it is to be dedicated under this Deed, unless the Encumbrance is a charge arising as a result of unpaid taxes or charge.

Planning Agreement means this Deed.

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Quantity Surveyor means a current member of the Australian Institute of Quantity Surveyors who:

(a) is a full member of that Institute and has not less than 5 years' experience of valuing works of alike nature to the Contribution Works; and

(b) at the time of appointment is both experienced and actively engaged in carrying valuations or work of this kind required under this Deed.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Required Face Value means the face value of the Bond to be provided under Schedule 10, which will be equivalent to the value of any outstanding Contribution Works and the cost of acquiring any Contribution Land in accordance with Schedule 5, as agreed between the parties at the time the Bond is provided having regard to the Contribution Value.

Related Agreement means the planning agreement recorded in the Register under dealing numbers AM194995 and AM 248850.

Roads Act means the *Roads Act 1993* (NSW).

Roads Authority has the meaning given to that term in the Roads Act.

Road Closure Area means that part of Jarvis Circuit to be closed shown in the Road Closure Plan.

Road Closure Plan means the plan or plans contained in Schedule 5.

Schedule means a schedule to this Deed.

Security means either a Bank Guarantee or a Bond or such other form of security the Council may accept as security for the performance of its obligations under this Deed.

Security Amount means each of the amounts stated in Schedule 10.

Standard Requirement means a requirement in order to comply with the Building Code of Australia, any applicable Australian Standard required by a governmental entity or any other applicable requirement of a State governmental entity.

Superintendent means the superintendent (if any) appointed from time to time under any Construction Contract.

Suspension Period means the period of time from and including the date on which a document initiating a Legal Challenge has been served on the Council and the Developer and ending on:

(a) subject to paragraphs (b) and (c), the date on which:

(i) the Legal Challenge is discontinued;

(ii) final orders (apart from any orders as to costs) are made in the Legal Challenge; or

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(iii) for any other reason, the Legal Challenge no longer includes an application for a declaration that the Development Consent or Approval for the Development is invalid;

whichever is the earlier;

(b) subject to paragraph (c), if an Appeal Notice is filed and served in connection with final orders in the Legal Challenge or an Appeal from the Legal Challenge (apart from any orders as to costs), the date on which:

(i) the Appeal is discontinued;

(ii) final orders (apart from any orders as to costs) are made in the Appeal; or

(iii) for any other reason, the Appeal no longer includes an appeal in respect of a Court decision regarding the validity of the Development Consent whichever is earlier,

unless the orders in the Appeal require the Legal Challenge to be remitted to another Court in relation to the validity of the Development Consent or Approval for the Development, in which case paragraph (a) re-applies; or

(c) the date which is 15 Business Days after the date on which the period of time allowed for filing an Appeal Notice described in paragraph (b) has expired, if no valid Appeal Notice has been filed and served by that first-mentioned date.

For the avoidance of doubt, the Suspension Period continues if paragraph (b) applies.

Taxes means taxes, levies, imposts, deductions, charges and duties (including stamp and transaction duties), excluding GST (which is dealt with at clause 17), together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, net income of a person.

1.2 Interpretation

In this Deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) *person* includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(c) a reference to a Party includes that Party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

(d) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

(e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re enactments, replacements and substitutions;

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(f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(g) a reference to a Party, clause, schedule, exhibit, attachment or annexure is a reference to a Party, clause, Schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all Schedules, exhibits, attachments and annexures to it;

(h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(i) 'includes' in any form is not a word of limitation;

(j) a reference to '$' or 'dollar' is to Australian currency;

(k) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Deed; and

(l) any capitalised term used, but not defined in this Deed, will have the meaning ascribed to it under, and by virtue of, the EP&A Act.

2 Planning Agreement

2.1 Commencement

This Deed commences on the execution of this Deed by all Parties but is subject to the Condition Precedent.

2.2 Planning agreement under the EP&A Act

This Deed constitutes a planning agreement within the meaning of section 93F of the EP&A Act.

2.3 Application of the Planning Agreement

This Deed applies to:

(a) the Land; and

(b) the Development.

3 Condition Precedent and Road Closure

3.1 Condition Precedent

(a) The Parties obligations under this Deed are conditional upon the Condition Precedent being satisfied.

(b) The Parties agree that the Condition Precedent is:

(i) the Road Closure Area being classified as *operational* under the LG Act;

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(ii) the closure of the Road Closure Area pursuant to Part 4 of the Roads Act;

(iii) creation of a folio in the Register for the Road Closure Area as a separate freehold title in fee simple; and

(iv) issue of a certificate of title for the Road Closure Area.

3.2 Road closure

(a) The Council must promptly and without delay proceed to do all things necessary, including to cause or procure:

(i) the Road Closure Area to be classified as *operational* under the LG Act;

(ii) the Road Closure Area to be closed pursuant to Part 4 of the Roads Act; and

(iii) a separate certificate of title for the Road Closure Area to be issued, if closure of the Road Closure Area under Part 4 of the Roads Act occurs.

(b) The Parties acknowledge that it is their intention for the Road Closure Area to be a land parcel to which a folio in the Register relates as a separate lot in a deposited plan:

(i) owned by the Council in fee simple; and

(ii) classified as operational land under the LG Act.

(c) The Developer must (promptly, without delay and at its Cost) do all things reasonably required by the Council to assist Council with all applications and others tasks that must be done to cause the Road Closure Area to be closed pursuant to Part 4 of the Roads Act.

(d) The Parties agree to co-operate and keep each other regularly informed about all matters and things relevant to the closure of the Road Closure Area pursuant to Part 4 of the Roads Act.

(e) The Council must give the Developer a notice advising of the closure of the Road Closure Area pursuant to Part 4 of the Roads Act without delay after the Council becomes aware of the publication in the Government Gazette of a notice advising of the closure.

(f) The Council does not in any way warrant that the Road Closure Area is or will be suitable or adequate for the Developer's purposes.

(g) The Developer acknowledges that the Council may be required by a service or utility provider or an Authority or any combination of them to:

(i) create easements, restrictions and covenants;

(ii) enter into agreements or arrangements;

(iii) create or grant rights and privileges;

(iv) create roads or rights of way; and

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(v) dedicate land,

over or in respect of the Road Closure Area in order to procure the closure of the Road Closure Area pursuant to Part 4 of the Roads Act.

(h) The Developer must not make any objection nor make any requisition or claim, rescind or terminate this Deed by reason of any easements, restrictions on use, covenants or any other matter set out in this clause registered against the title to the Road Closure Area because they were required by any Authority or a service or utility provider or any combination of them whose approval is required to close the Road Closure Area pursuant to Part 4 of the Roads Act.

(i) However, clauses 3.2(f) and (g) do not apply if, in the opinion of the Developer acting reasonably, any easements, restrictions on use, covenants or any other matter would make the use of the Road Closure Area by the Developer for its purposes (including for the purposes of constructing a vehicle access tunnel between Lots 104 and 105 in DP1224238) not practical or possible.

3.3 Termination right

(a) Either Party may terminate this Deed by giving to the other a notice at any time after the Condition Precedent Date if the Condition Precedent has not been satisfied before the date on which the termination takes effect as a result of a notice being given under this clause.

(b) A notice given under this clause 3.3 must specify the date on which termination takes effect that is not less than one month after the date on which the notice is given.

3.4 Consequences of termination

(a) No Party will be liable to any other Party for any sum for damages, costs or expenses as a result of the lawful termination of this Deed under this clause 3.

(b) Termination of this Deed under this clause 3 is without prejudice to any right or entitlement a Party may have by reason of any antecedent breach.

4 Development Contributions

4.1 Delivery

(a) The Parties agree that the Developer must (at its Cost and risk) undertake the Contribution Works in accordance with Schedule 3 and Schedule 4.

(b) The Parties agree that the provision of the Contribution Works will serve the public purposes set out in Column 2 in the Tables to Schedule 3.

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5 Monetary Contribution

5.1 Application of section 94EF of the EP&A Act

This Deed does not exclude the application of section 94EF of the EP&A Act to the Development.

5.2 Application of section 94 of the EP&A Act

This Deed does not exclude the application of section 94 of the EP&A Act to the Development.

5.3 Application of section 94A of the EP&A Act

This Deed does not exclude the application of section 94A of the EP&A Act to the Development.

6 Road Closure Area transfer and use

6.1 Transfer

(a) No later than 15 Business Days after the date of the Certificate of Practical Completion the Council must transfer freehold title in the Road Closure Area to the Developer, free of any Encumbrance, except as may be permitted by this Deed.

(b) The Council's obligations under this clause will be taken to have been fulfilled for the purposes of this Deed when the Council delivers to the Developer the certificate of title for the Road Closure Area and such other title transfer necessary to enable the Developer to be shown on the Register as the freehold owner of the Road Closure Area.

6.2 Works in Jarvis Circuit

(a) The Parties acknowledge that the Development involves works in Jarvis Circuit.

(b) Nothing in this Deed relieves or otherwise affects any requirement under a Development Consent or under any Law to obtain and comply with any Approval to carry out works in Jarvis Circuit (including an approval under section 138 of the Roads Act) whether or not the Road Closure Area has been closed pursuant to Part 4 of the Roads Act.

6.3 Access for works

(a) This clause 6.3 applies if the Developer proposes to conduct works in the Road Closure Area after the Road Closure Area has been closed pursuant to Part 4 of the Roads Act but before freehold title to the Road Closure Area has been transferred to the Developer under this Deed.

(b) The Council grants to the Developer a nonexclusive licence to access and use the Road Closure Area after it has been closed pursuant to Part 4 of the Roads Act but before freehold title to the Road Closure Area has been transferred to the Developer under this Deed in connection with the conduct of the Development.

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(c) The Developer conducts works in Jarvis Circuit under this clause at its risk.

(d) The provisions of clause 9 of Schedule 4 apply as if they were repeated here with such amendments as are reasonable necessary having regard to the context.

(e) The Developer must reinstate Jarvis Circuit to the condition it was in before any works were conducted if the Developer conducts works in Jarvis Circuit and this Deed is terminated for any reason. The Developer must carry out such reinstatement to the Councils reasonable satisfaction no later than 30 Business Days after the termination of this Deed.

(f) The Developer must not make any Claim against the Council in connection with any works the Developer may conduct in Jarvis Circuit (including the Road Closure Area (whether or not closed pursuant to Part 4 of the Roads Act).

7 Contribution Works

7.1 Contribution Works

(a) The Developer must carry out the Contribution Works in accordance with this Deed, including the Construction Terms and any Development Consent granted for the Contribution Works.

(b) The Contribution Works (or any part of them) required under this Deed will be taken to have been completed for the purposes of this Deed when a Certificate of Practical Completion has been issued for the Contribution Works or relevant part of them.

(c) The Parties agree and acknowledge that the Contribution Works serve the public purposes specified for each of the in the Contributions Schedule.

8 Caveat

8.1 Caveatable interest

The Developer acknowledges and agrees that when this Deed is executed the Council is deemed to have acquired, and the Developer is deemed to have granted, an equitable estate and interest in that part of the Land on which the Community Facility is to be constructed pursuant to the Related Planning Agreement for the purposes of section 74F(1) of the Real Property Act and consequently the Council has a sufficient interest in that part of the Land in respect of which to lodge a caveat in the relevant folio of the Register notifying that interest.

8.2 Caveat prior to registration

The Developer acknowledges and agrees that:

(a) Subject to clause 9, the Council may lodge a caveat in the relevant folio of the Register notifying of its interest to protect its rights under this Deed and the Developer will not object to the Council lodging a caveat in the relevant folio of the

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Register nor (subject to the provisions of this clause 8) will it seek to remove any caveat lodged by the Council.

(b) If Council lodges a caveat in accordance with this clause 8, then the Council will do all things reasonably required to ensure that the caveat does not prevent or delay either the registration of this Deed or any dealing in the Land which is not inconsistent with this Deed, provided the Developer is not in breach of any obligations under this Deed.

(c) The Council (as the caveator) will provide any consent the Developer may reasonably require to enable this Deed or any dealing in the Land to be registered in accordance with this clause 8.2.

(d) The Council will promptly, following registration of this Deed, do all things reasonably necessary to remove the caveat from the relevant folio of the Register.

9 Registration of this Deed

9.1 Land ownership

The Developer represents and warrants that it is (or is entitled to be) the legal and beneficial owner of the Land, and will be the legal and beneficial owner of all of the Land prior to any obligations to deliver Contribution Works under this Deed arising.

9.2 Registration on title

The Developer agrees to promptly do all things that are necessary for Council to procure the registration of this Deed in the relevant folio of the Register for the Land in accordance with section 93H of the EP&A Act and Schedule 8.

10 Release and Discharge

The Council agrees to release and discharge this Deed and remove any caveat lodged by the Council pursuant to clause 8 on the release and discharge terms contained in clause 8 and Schedule 9 to this Deed.

11 Breaches to be rectified

11.1 Council to give notice

If the Council considers that the Developer (**defaulting party**) has defaulted in the performance of any of its obligations under this Deed, then the Council may give written notice to the defaulting party which:

(a) identifies the nature of the breach; and

(b) provides at least 20 Business Days (except in the case of an emergency or where there is an issue of public safety where less time may be specified) within which

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the defaulting party must rectify that breach and what action must be taken to rectify that breach.

11.2 Schedule 6 applies

If the Council gives a written notice under clause 11.1 then the provisions of Schedule 6 will apply.

12 Security

The Developer has agreed to provide security to the Council for performance of its obligations under this Deed on the terms and conditions of Schedule 10.

13 Assignment and other dealings

The Parties agree that provisions of Schedule 11 applies in relation to any proposed assignment or dealing in relation to the Land (or any part of it) or of a Party's interest in this Deed.

14 Review of Deed

The Parties may agree to review this Deed. Any review or modification will be conducted in the circumstances and in the manner determined by the Parties.

15 Dispute resolution

The Parties agree that any disputes under or in relation to this Deed will be resolved in accordance with the procedures set out in Schedule 7.

16 Overdue payments

16.1 Interest on overdue money

The Developer agrees to pay interest to the Council on any amount payable by it under this Deed from when it becomes due for payment, during the period that it remains unpaid, on demand or at times determined by the Council, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate.

16.2 Compounding

Interest not paid when due for payment may be capitalised by the Council at intervals which the Council determines from time to time or, if no determination is made, then on the first day of each month. Interest is payable on capitalised interest at the rate and in the manner referred to in this clause.

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16.3 Interest on liability merged in judgment or order

(a) If a liability under this Deed becomes merged in a judgment or order, then the Developer agrees to pay interest to the Council on the amount of that liability as an independent obligation. This interest accrues from the date the liability becomes due for payment both before and after the judgment or order until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the rate referred to in this clause.

(b) For the avoidance of doubt, if a liability under this Deed becomes merged in a judgment or order then the Developer will only be required to pay either interest payable under the judgment or order or interest calculated under this clause but not both.

17 GST

17.1 Interpretation

(a) Except where the context suggests otherwise, terms used in this clause 17 have the meanings given to those terms by the GST Act.

(b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.

(c) A reference to something done (including a supply made) by a Party includes a reference to something done by any entity through which that Party acts.

17.2 Consideration GST exclusive

Unless otherwise expressly stated, all sums payable or consideration to be provided under this Deed is exclusive of GST.

17.3 GST not payable on Contributions

The Parties agree, in accordance with Class Ruling CR 2013/13 published by the Commissioner, that Contributions required to be made under this Deed are exempt from GST.

17.4 Additional amount of GST payable

If GST is imposed on any supply made under or in accordance with this Deed, the Developer must pay the GST or pay to Council an additional amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.

17.5 No merger

This clause will not merge on completion or termination of this Deed.

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18 Explanatory Note

The Explanatory Note must not be used to assist in construing this Deed.

19 Notices

19.1 Form

Any notice, consent, information, application or request that must or may be given or made to a Party under this Deed is only given or made if it is in writing and delivered or posted to that Party at its address set out below or faxed to that Party at its fax number set out below:

Council

Council of the City of Ryde

Level 1, 3 Richardson Place, North Ryde NSW 2113

Fax: 9952 8222

Attn: General Manager

Developer

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Limited

c/- Urbis at Tower 2, Level 23, Darling Park, 201 Sussex Street, Sydney NSW 2000

Fax:

Attn: The Manager

19.2 Change of address

If a Party gives another Party 3 Business Days' notice of a change of its address or fax number, any notice, consent, information, application, or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

19.3 Receipt

Any notice, consent, information, application or request is to be treated as given or made at the following time:

(a) if it is delivered, when it is left at the relevant address;

(b) if it is sent by post, 2 Business Days after it is posted; and

(c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

19.4 Receipt - next Business Day

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

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20 Schedules and Annexures to this Deed

The Parties agree:

(a) that all the Schedules and Annexures form part of this Deed; and

(b) to comply with the provisions of those Schedules and Annexures.

21 General provisions

The Parties agree that the miscellaneous and general provisions set out in Schedule 13 to this Deed apply.

22 Obligations under this Planning Agreement

22.1 Legal Challenge

Subject to clauses 22.5 to 22.9, where a Legal Challenge is commenced the parties' obligations under this Deed are immediately suspended and the Developer shall not have any obligation to make any Contributions under this Deed until the expiration of the Suspension Period or where clause 22.5 applies.

22.2 Parties to meet

Subject to clause 22.3, where any Legal Challenge is commenced or where the Court declares or orders any Approval to be invalid or any of them, the Parties agree to:

(a) meet, no later than 5 Business Days after the date of service of commencement of the Legal Challenge and after any declaration or order that Approval is invalid, to discuss in good faith:

(i) the suspension of the parties rights and obligations under this Deed; and

(ii) their intentions in relation to that declaration or order, including, without limitation, any intention to Appeal that declaration; and

(b) consult regularly with the other in relation to any Appeal and must respond within a reasonable period to each other's questions, queries and enquiries and generally keep each other informed regarding the progress of any such Appeal.

22.3 Legal advice

The Parties will not be required to meet or consult pursuant to clause 22.2 in circumstances where any of the Parties receives legal advice that it should not so meet or consult with the other Party in connection with any such declaration or Appeal.

22.4 Confidential

The Parties agree that any discussions held between the Parties under this clause 22 are confidential and that a common interest between them exists for the purposes of legal professional privilege in connection with those discussions.

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22.5 Development may continue

Notwithstanding clause 22.1, the Developer may elect at its Cost and risk to proceed with the Development, in which circumstances, clause 22.1 will not apply and the Developer must continue to comply with all obligations under this Deed.

22.6 Termination

If this Deed is terminated as the result of any Appeal the parties will meet in accordance with clause 22.2 to discuss any matters that may need to be addressed as a result of the termination.

22.7 Invalid Approval

If any Approval is declared invalid, the parties will meet in accordance with clause 22.2 of this Deed to discuss their respective rights and obligations under this Deed as a consequence of that determination.

22.8 Indemnity

If the Developer elects to proceed with the Development notwithstanding the commencement of any Legal Challenge, then the Developer is liable for and indemnifies Council against all liability, loss, Costs and expenses (including Legal Costs) arising from or incurred in connection with the Developer proceeding with the Development despite the Legal Challenge.

22.9 Public safety

The parties agree that if this clause 22 applies and there is a suspension of the parties' obligations under this Deed, any Contribution Works that have been commenced, but not completed, will be left in a state that is safe to the public before those Contribution Works cease notwithstanding the commencement of any Suspension Period.

22.10 No merger

This clause 22 will not merge on completion or termination of this Deed.

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Schedule 1 – Requirements set out in section 93F of the EP&A Act

The Parties acknowledge and agree that the table set out below summarises how the Planning Agreement complies with the requirements set out in section 93F of the EP&A Act.

Requirement under the EP&A Act		This Planning Agreement	
Planning instrument and/or development application - (Section 93F(1)) The Developer has:			
(a)	sought a change to an environmental planning instrument.	(a)	No.
(b)	made, or proposes to make, a Development Application.	(b)	Yes.
(c)	entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c)	No.
Description of land to which this Deed applies - (Section 93F(3)(a))		The Land described in certificate of title identifiers 104 and 105 / 1224238 and known as 25 – 27 Epping Road Macquarie Park, NSW.	
Description of change to the environmental planning instrument or the development to which this Deed applies - (Section 93F(3)(b)) Describe:			
(a)	the proposed change to the environmental planning instrument to which this Deed applies; and	(a)	Not applicable.
(b)	the development to which this Deed applies.	(b)	See Schedule 2.
The scope, timing and manner of delivery of contribution required by this planning agreement - (Section 93F(3)(c))		This Deed contains provisions relating to scope, delivery and manner of delivery of Contributions (and key provisions appear in Schedule 3 and Schedule 4 of this Deed.	
Applicability of Section 94 of the EP&A Act - (Section 93F(3)(d))		The application of section 94 of the EP&A Act is not excluded in respect of the Development.	

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Requirement under the EP&A Act	This Planning Agreement
Applicability of Section 94A of the EP&A Act - (Section 93F(3)(d))	The application of section 94A of the EP&A Act is not excluded in respect of the Development.
Applicability of Section 94EF of the EP&A Act - (Section 93F(3)(d))	The application of section 94EF of the EP&A Act is not excluded in respect of the Development.
Consideration of benefits under this Deed if section 94 applies - (Section 93F(3)(e)) Are the benefits under this Deed to be taken into consideration if Section 94 of the EP&A Act is not excluded?	Yes in the manner and to the extent set out in clause 5.
Mechanism for Dispute resolution - (Section 93F(3)(f)) This Deed provides a mechanism for the resolution of disputes under the agreement?	The mechanism for despite resolution is contained in clause 15 and Schedule 7 of this Deed.
Enforcement of this Deed (Section 93F(3)(g) and section 93H) This Deed provides for enforcement by a suitable means in the event of a breach.	There are provisions for enforcement by suitable means by or through (without limitation) clauses 7, 8, 9, 10, 11, 12 and 13 and Schedules 4, 5, 6, 8, 10 and 11 of this Deed.
Registration of this Deed The Parties agree that this Deed will be registered	Yes
No obligation to grant consent or exercise functions - (Section 93F(9)) The Parties acknowledge that this Deed does not impose an obligation on a planning authority to grant a Development Consent, or to exercise any function under the EP&A Act in relation to a change to an environmental planning instrument.	This is addressed in clause 1.8 of Schedule 13.

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Schedule 2 - Description of the Land and the Development

1 Title

The land comprised in certificate of title folio identifiers 104 and 105 / 1224238 and known as 25 – 27 Epping Road Macquarie Park, NSW

2 Development

Development means:

(a) 3 levels of basement car parking and loading to service all activities on the Land for 891 car spaces (including 180 retail car parking spaces);

(b) a tunnel beneath Jarvis Circuit linking basement levels 01 and 02 across the Land;

(c) a single level podium across that part of the Land comprised in folio identifier 104 / 1224238;

(d) 8 residential buildings ranging from 3 to 17 storeys;

(e) publicly accessible open spaces referred to in the Development Application as Lachlan's Square and Village Square; and

(f) a 2500sq m community facility over 2 levels,

all in accordance with the Development Consent.

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Schedule 3 - Contributions Schedule

Contribution Table

Part 1 - Contribution Works

Column 1 – Item	Column 2 – Public Purpose	Column 3 – Manner and Extent	Column 4 – Contribution Value	Column 5 - Date Contribution Works are to be reach Practical Complete
Community Facility fitout	Community Facilities	Fitout of the community facility to be constructed on part of the Land (being Lot 104 DP 1224238) pursuant to the Related Planning Agreement.	$900,000 (refer to clause 2 of Schedule 4)	The date stated in the Related Planning Agreement for completion of the Community Facility Works (as defined in the Related Planning Agreement and see item 1 in part 2 of the contribution table in schedule 3 of the Related Planning Agreement).

Part 2 – Contribution Value indexation

The Parties acknowledge and agree that the Contribution Value is adjusted in accordance with the following formula:

$$\text{Adjusted CV} = \text{CV} \times \frac{\text{CPI as at the payment date}}{\text{CPI as at the date of this Deed}}$$

where:

Adjusted CV is the adjusted amount of the Contribution Value.

CV is the Contribution Value stated in the table contained in Schedule 3.

CPI has the meaning given to that term in clause 1.1.

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Schedule 4 - Contribution Works Procedures

1 Authority requirements

1.1 Construe

These Construction Terms must be read and construed subject to:

(a) any requirements or conditions of any Development Consent;

(b) the requirements of and conditions imposed by all relevant Authorities and all Laws relating to the Development and the construction of the Development.

1.2 Responsibility for Approvals

The Developer must (at its Cost) obtain all Approvals necessary to satisfy its obligations under this Deed and necessary to carry out the Contribution Works.

1.3 Compliance with Approvals

The Developer must ensure that the Contribution Works carried out under this Deed are undertaken:

(a) in accordance with the relevant Development Consent for the Contribution Works and all Approvals and the requirements of all Laws, including without limitation, work health and safety legislation; and

(b) in a good and workmanlike manner and so that they are diligently progressed until completion;

and it is acknowledged that to the extent that there is any inconsistency between this Deed and any Approval the terms of the Approval shall prevail.

2 Costs

2.1 Developer responsible

All Costs (including Construction Costs) of the Contribution Works must be borne by the Developer.

2.2 Construction Costs composition

(a) The Developer must ensure that the Construction Costs incurred in connection with the conduct of the Contribution Works are not less than the Contribution Value.

(b) The Parties agree that the following are to be excluded from the Construction Costs for the purposes of this clause:

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(i) GST applicable to any taxable supply made in connection with the Contribution Works;

(ii) taxes of any other kind applicable to the works and services undertaken in connection with the Contribution Works and payments made for those works and services;

(iii) any amount in the nature of *developer's margin* that the Developer might claim in arrangements of this kind; and

(iv) any amount in the nature of a management fee or administration fee that the Developer might claim or incur in connection with the management or administration of the Contribution Works (whether or not resulting from the engagement of a third party to provide management or administration services.

2.3 Construction Costs verification

(a) The Developer must include in the notice given to the Council under clause 7.1 of this Schedule 4 a certificate from a Quantity Surveyor that sets out:

(i) an opinion as to appropriateness of the Construction Costs (taking into account the requirements of this clause) incurred in connection with the conduct of the Contribution Works and whether the total sum of the costs that are considered to be appropriately incurred are less than the Contribution Value; and

(ii) if the amount referred to in the opinion given under this clause is less than the Contribution Value, an opinion with regard to the amount of the amount of the difference (**Shortfall**).

(b) If the certificate from the Quantity Surveyor given under this clause indicates a Shortfall, the Developer must pay to the Council the amount of that Shortfall (without further demand or deduction) no later than 10 Business Days after the date of the notice given to the Council under clause 7.1 of this Schedule 4.

(c) The Developer must obtain the Council's prior consent to the appointment of the Quantity Survey who is to provide the certificate required under this clause.

3 Works responsibility and contractor engagement

3.1 Works responsibility

The Developer will be responsible for the management and conduct of managing the Contribution Works.

3.2 Contractor engagement

(a) The Developer may engage or contract with other persons in connection with the carrying out the Contribution Works.

(b) If the Developer engages or contracts with other persons in connection with the carrying out of the Contribution Works, the Developer agrees to ensure the

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Construction Terms are part of any Construction Contract entered into with another person in connection with the carrying out of the Contribution Works

4 Design development and approval

4.1 Detailed Design

(a) The Developer must provide a copy of the draft Detailed Design to the Council for approval before commencement of the Contribution Works.

(b) No later than 20 Business Days of receiving the Detailed Design, the Council must give the Developer a notice:

(i) setting out suggested amendments to the Detailed Design; or

(ii) advising that the Detailed Design is acceptable.

(c) The Council and the Developer must work in consultation with each other to prepare and agree the Detailed Design and must both act reasonably and with due expedition in their consultations with each other.

(d) If the Detailed Design is not completed and agreed within 20 Business Days of the Council providing its suggested amendments in accordance with clause 4.1(b) of this Schedule 4, to avoid possible delays to the issue of a Certificate of Practical Completion, the Council will, in its sole discretion, be entitled to decide on any outstanding or undecided matter or item relating to areas that are to be accessible to the public, provided that any decision made by Council under this clause:

(i) is consistent with the obligation to provide the Contributions under this Deed;

(ii) is consistent with the Development Consent;

(iii) does not materially and adversely affect the Development; and

(iv) is reasonable.

(e) Any acceptance by the Council of the Detailed Design under this clause 4.1 of this Schedule 4 is not to be taken as approval of or to any Construction Certificate for the Contribution Works or any part of them.

4.2 Good faith

The Parties must act promptly and in good faith to consult in relation to the Detailed Design.

4.3 Contribution Works and the Related Planning Agreement

The Parties acknowledge and agree that:

(a) as at the date of this Deed the design and scope of the community facility works to be performed under the Related Planning Agreement have not been finalised and approved by the Council;

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(b) finalisation and approval of the community facility works to be performed under the Related Planning Agreement is essential to the approval of the Detailed Design of the Contribution Works to be undertaken under this Deed;

(c) regard must had to the design and scope of the community facility works to be performed under the Related Planning Agreement in considering the Detailed Design for the Contribution Works under this Deed and the Council's approval of that Detailed Design; AND

(d) the Contribution Works to be undertaken under this Deed are in addition to the community facility works to be performed under the Related Planning Agreement;

5 Conduct of the Contribution Works

5.1 Communication

The Developer must:

(a) keep the Council reasonably informed of progress of the Contribution Works; and

(b) provide to the Council such information about the Contribution Works as the Council reasonably requests.

5.2 Standard of Contribution Works

(a) Unless otherwise provided, the Developer must, and must cause the Builder (or any other person involved in the carrying out of the Contribution Works) to, use suitable new materials and proper and tradesman like workmanship when carrying out the Contribution Works.

(b) The qualitative standard of the design and finishes for the Construction Works must be no less than those described in the following documents:

(i) any relevant Standard Requirements; and

(ii) any relevant design standards or guidelines and any other requirements or policies applied by the Council from time to time in assessing the adequacy of any works or improvements proposed for the public domain or to be accessible to the public in accordance with this Deed.

(c) The Developer will obtain any relevant standards (including design standards), specifications, or guidelines and any other requirements or policies referred to in clause 5.2(b)(ii) of this Schedule 4 from the Council if the Council fails to deliver them to the Developer.

5.3 Damage

(a) The Developer is to ensure to the fullest extent reasonably practicable that, in performing its obligations under this Deed:

(i) all necessary measures are taken to protect people and property;

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(ii) unnecessary interference with the passage of people and vehicles is avoided; and

(iii) nuisances and unreasonable noise and disturbances are prevented.

(b) Without limiting clause 5.3(a) of this Schedule 4, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

6 Inspection

6.1 Inspection schedule

(a) On completion of the Detailed Design, the Council will provide a schedule of inspections to be undertaken by Council (**Inspection Schedule**) to occur at specified stages of the construction of the Contribution Works (**Inspection Stage**).

(b) If the Council does not provide the Inspection Schedule, the Developer must request the Inspection Schedule from the Council prior to the Contribution Works commencing.

6.2 Inspection process

(a) No less than 5 Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Developer must notify the Council of the proposed inspection date (**Inspection Date**).

(b) On the Inspection Date, or other agreed date, the Developer must ensure that any employees, contractors, agents or representatives of the Council have access to and may enter the Land to inspect the Contribution Works.

(c) In addition to carrying out inspections in accordance with the Inspection Schedule, the Council may enter the Land or any part of the Land on which the Contribution Works are located to inspect the progress of the Contribution Works, subject to:

(i) the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);

(ii) giving reasonable notice to the Developer;

(iii) complying with all reasonable directions of the Developer; and

(iv) being accompanied by the Developer or a nominee, or as otherwise agreed.

(d) The Council may, acting reasonably, within 5 Business Days of carrying out an inspection (either under clause 6.2(b) or(c) of this Schedule 4), notify the Developer of any defect or non-compliance in the Contribution Works and direct the Developer to carry out work to rectify that defect or non-compliance within a reasonable period of time. Such work may include, but is not limited to:

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(i) removal of defective or non-complying material;

(ii) demolishing defective or non-complying work;

(iii) reconstructing, replacing or correcting any defective or non-complying work; and

(iv) not delivering any defective or non-complying material to the site of the Contribution Works.

(e) If the Developer is issued a direction to carry out further work under clause 6.2(d) of this Schedule 4, the Developer must, at its cost, rectify the defect or non-compliance specified in the Notice within the time period specified in the notice, provided that it is reasonable having regard to the nature of the works.

(f) If the Developer fails to comply with a direction to carry out work given under clause 6.2(d) of this Schedule 4, the Council will be entitled to refuse to accept that the Contribution Works (or the relevant part of the Contribution Works) meet the Council's standards and specifications and may refuse to issue a Certificate of Practical Completion, until the required Contribution Works have been completed to the Council's satisfaction, acting reasonably.

(g) For the avoidance of doubt, any acceptance by the Council that the Developer has rectified a defect or non-compliance identified in a notice issued under clause 6.2(d) of this Schedule 4 does not constitute:

(i) acceptance by the Council that the Contribution Works comply with all Approvals and Laws; or

(ii) an Approval by the Council in respect of the Contribution Works; or

(iii) an agreement or acknowledgment by the Council that the Contribution Works or the relevant part of the Contribution Works are complete and may be delivered to the Council in accordance with this Deed.

7 Completion

7.1 Practical Completion

(a) When the Developer considers that the Contribution Works, or any part of them, are complete, the Developer must send a notice to the Council accompanied by complete works as executed plans, any relevant certificates or consents of any public utility authority and a request for written certification from the Council that the Contribution Works or relevant part of them are complete.

(b) Within 10 Business Days of receipt of the notice under clause 7.1(a) of this Schedule 4, the Council will carry out an inspection of the Contribution Works or relevant part of them and will, acting reasonably, either:

(i) provide written certification to the Developer that the Contribution Works or relevant part of them have been completed; or

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(ii) notify the Developer of any additional information required or matters which must be addressed by the Developer prior to the certification being issued.

(c) If the Developer is required to provide additional information or address any matters under clause 7.1(b)(ii) of this Schedule 4, the Developer will provide that information to the Council or address those matters within 10 Business Days of receiving the notice or within a reasonable period of time and make a further request under clause 7.1(a) of this Schedule 4 for written certification that the Works have been completed.

(d) Practical completion will be achieved in relation to the Contribution Works or any relevant part of them when a Certificate of Practical Completion has been issued for those works.

7.2 Delivery of documents

(a) The Developer must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Contribution Works or any relevant part of them deliver to the Council, complete and legible copies of:

(i) all "as built" full-sized drawings, specifications and relevant operation and service manuals;

(ii) all necessary certificates including the certificates of any consultants of the Developer that the Council may reasonably require, and Approvals of any public utility authority (where relevant); and

(iii) copies of all Approvals required for use of the land subject to those works.

(b) The Developer must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Contribution Works or any relevant part of them, provide the Council with a handover presentation in respect of the Contribution Works.

7.3 Assignment of warranties

(a) The Developer must assign (as beneficial owner) or cause to be assigned to the Council the benefit of any warranties and guarantees obtained by the Developer and the Builder (and capable of assignment) with respect to any material or goods incorporated in or forming part of the Contribution Works.

(b) To the extent that any such warranties or guarantees cannot be assigned, the Developer must at the request of the Council do anything reasonably required by the Council to enforce such warranties or guarantees for the benefit of the Council.

8 Defects liability

8.1 Obligation to rectify

(a) During the Defects Liability Period, the Council (acting reasonably) may give to the Developer a notice (**Rectification Notice**) in writing that identifies a defect in the Contribution Works and specifies:

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(i) action required to be undertaken by the Developer to rectify that defect (**Rectification Works**); and

(ii) the date on which the defect must be rectified (**Rectification Date**).

(b) The Developer must comply with the Rectification Notice by:

(i) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the Parties;

(ii) keeping the Council reasonably informed of the action to be taken to rectify the defect; and

(iii) carrying out the Rectification Works.

(c) The Council must give the Developer and its contractors any access required to carry out the Rectification Works.

8.2 Rectification complete

(a) When the Developer considers that the Rectification Works are complete, either the Developer must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.

(b) The Council may inspect the Rectification Works within 15 Business Days of receiving a notice from the Developer under clause 8.2(a) of this Schedule 4 and, acting reasonably:

(i) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete; or

(ii) notify the Developer in writing that it is satisfied the Rectification Works are complete.

8.3 Rectifications costs

(a) The Developer must meet all costs of and incidental to rectification of defects under this clause 8 of this Schedule 4.

(b) If the Developer fails to comply with a Rectification Notice, then the Council may do such things or take such action as is necessary to carry out the Rectification Works, including accessing and occupying any part of the Land without further notice to the Developer, and may:

(i) call upon any Bond provided to the Council under this clause to meet its costs of carrying out Rectification Works; and

(ii) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the security deposit and the costs incurred by the Council in carrying out Rectification Works.

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9 Risk and insurance

9.1 Risk

The Developer undertakes the Contribution Works entirely at its own risk.

9.2 Indemnities

The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the carrying out by the Developer of the Contribution Works except to the extent such Claim arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission.

9.3 Insurance

(a) Prior to the commencement of the Contribution Works or any part of them, the Developer must ensure the Builder effects and the Developer must produce evidence to the Council of the following insurances issued by an insurer approved by the Council (acting reasonably) in a form approved by the Council (acting reasonably):

(i) construction works insurance for the value of the Contribution Works;

(ii) public risk insurance for at least $20 million;

(iii) workers compensation insurance as required by Law.

(b) The Developer must provide evidence of currency of insurance required by clause 9.3(a) of this Schedule 4 upon request by the Council, acting reasonably, throughout the term of this Deed.

10 Intellectual Property Rights

The Council acknowledges that the Developer or its contractors hold all rights to copyright and any intellectual property which may exist in the Contribution Works. To the extent the Developer have or receive intellectual property rights for the Contribution Works, the Developer shall assign those intellectual property rights to Council or permit use thereof.

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Schedule 5 – Road Closure Plan

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PLAN FORM 6 (2013) WARNING : Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered :

Title System :

Purpose :

Office Use Only

PLAN OF PROPOSED PARTIAL ROAD CLOSURE IN STRATUM

LGA : RYDE

Locality : MACQUARIE PARK

Parish : HUNTERS HILL

County : CUMBERLAND

Crown Lands NSW / Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

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

Signature: .....

Accreditation number: .....

Consent Authority : .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Survey Certificate

I, CAMERON PHILLIP MILES of RPS Australia East Pty Ltd 255 PITT S

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 10.02.2017

~~*(b) The part of the land shown in the plan (*being/*excluding ^ Lot x to x inclusive and easements) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 10.02.2017 the part not surveyed was compiled in accordance with that Regulation.~~

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

Signature: ..... Dated: DD-MM-YYYY

Surveyor ID: 8374

Datum Line: 'X' - 'Y'

Type: *Urban /~~*Rural~~

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

*Strike through if inapplicable.

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

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

It is intended to dedicate XXXXXXXXXXXXX

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

DPXXXXXX

CONCEPT PLAN
Issue date: 21.02.2017

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference : PR132364SCBD_RDC
(PR132364SCBD_DP_RDC 170210 REV A.dwg)

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PLAN FORM 6A (2012) WARNING : Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered:

Office Use Only

PLAN OF PROPOSED PARTIAL ROAD CLOSURE IN STRATUM

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

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

Subdivision Certificate number: .....

Date of Endorsement: .....

Pursuant to Section 88B of the *Conveyancing Act 1919* it is intended to create:

1. XXXXXXXXXXX

CONCEPT PLAN
Issue date: 21.02.2017

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR132364SCBD_RDC
(PR132364SCBD_DP_RDC 170210 REV A.dwg)

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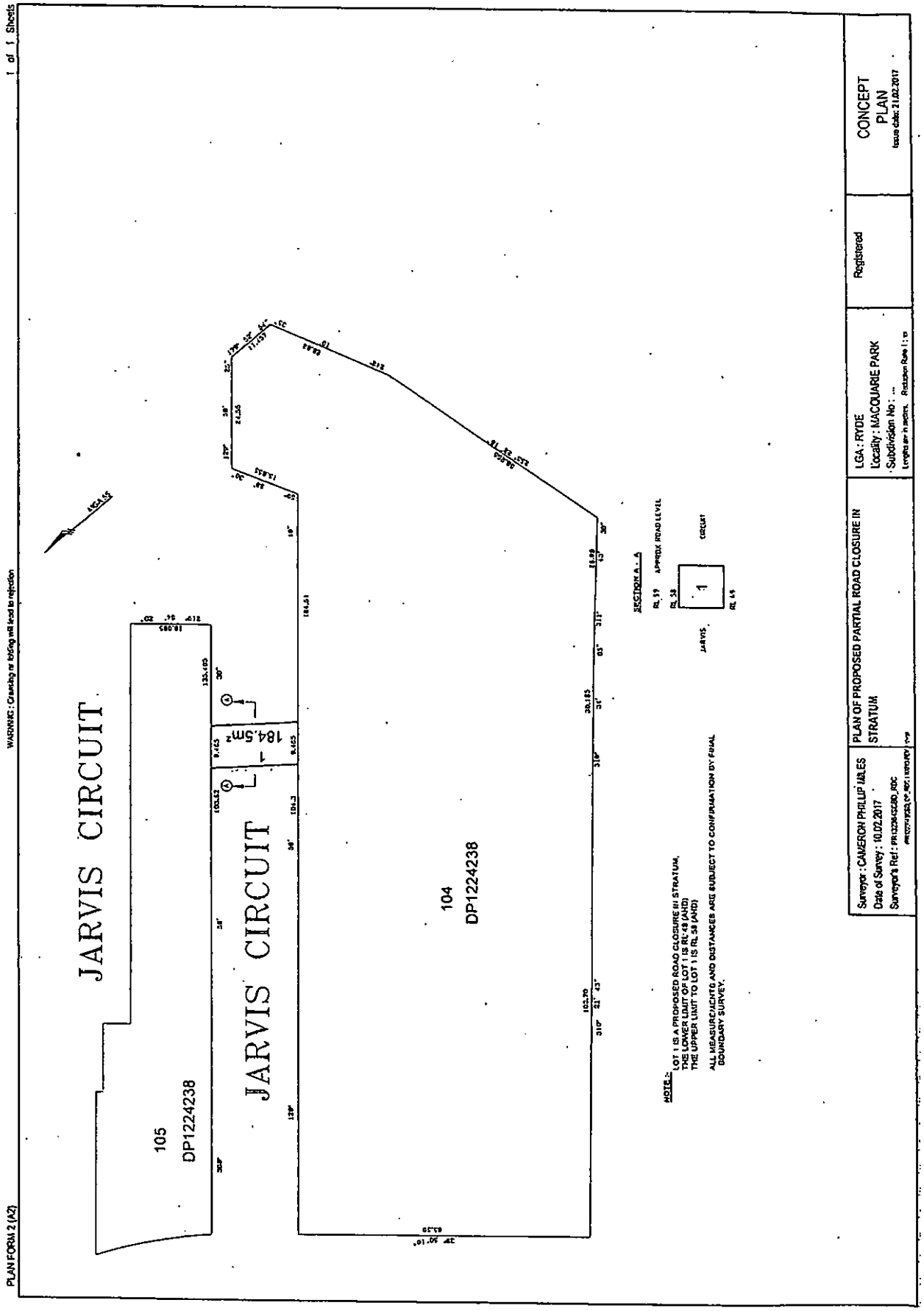

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Schedule 6 - Notification and rectification of breach

1 Notice of breach

1.1 Response to notice of breach

(a) Promptly upon receipt of a notice under clause 11, the defaulting party must either:

(i) rectify the breach identified in that notice within the time period specified in that notice; or

(ii) notify the Council in writing that it does not agree that the breach identified in that notice has occurred, and refer the matter for dispute resolution in accordance with clause 15 and Schedule 7.

(b) In the absence of a manifest error on the face of the notice, nothing in clause 1.1(a)(ii) of this Schedule 6 will constrain or limit the Council's rights of recourse under this Deed.

1.2 Rights of the Council after giving notice of breach

(a) If:

(i) the defaulting party does not take either of the actions outlined in clause 1.1(a) of this Schedule 6; or

(ii) any dispute notified by the defaulting party is resolved in favour of the Council,

then the Council may take any or all of the actions available to it under this Deed including:

(i) taking any action under clause 2.1 of this Schedule 6;

(ii) calling on the Bond under Schedule 10;

(iii) issuing a notice to the defaulting party which:

(A) identifies the nature of the breach; and

(B) specifies that the breach must be rectified by the Developer within a reasonable period of time which must not be less than 20 Business Days (except in the case of an emergency or where there is an issue of public safety where less time may be specified) of the Council's notice,

and the provisions of clauses 1.1 and 1.2 of this Schedule 6 will apply in respect of that notice (with the necessary changes having been made) and if the defaulting party does not take either of the actions outlined in clause 1.1(a) of this Schedule 6 then the Council may have recourse against the Developer in relation to the breach.

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(b) The rights of the Council under this Deed, and any action taken by it as referred to in this clause 1.2 of this Schedule 6 or otherwise, are without derogation from the other rights and remedies available to the Council under this Deed, at law and in equity in relation to any default of the defaulting party.

2 Council may rectify breach

2.1 Council may perform obligations

(a) This clause 2 of this Schedule 6 applies only if the Council has first given a notice of under clause 1 of this Schedule 6.

(b) Before exercising its rights under the remainder of this clause 2.1 of this Schedule 6, the Council will give not less than 20 Business Days' (except in the case of an emergency or where there is an issue of public safety where less time may be specified) written notice to the defaulting party of its intention to exercise those rights.

(c) The Council may (but is not obliged to):

(i) perform the defaulting party's obligations where the defaulting party fails to:

(A) rectify the breach identified in the notice referred to in clause 11 within the time period specified in that notice; or

(B) notify the Council in writing that it does not agree that the breach identified in the notice referred to in clause 11 has occurred and refer the matter for dispute resolution in accordance with clause 15 and Schedule 7;

(ii) rectify any breach of this Deed;

(iii) carry out other works that are necessary to be carried out; and

(iv) otherwise do anything which the defaulting party should have done under this Deed.

(d) Without limiting clause 2.1 of this Schedule 6 the defaulting party agrees that the Council, its employees, agents and contractors, may enter onto the Land and do whatever is necessary to remedy the breach, in the absolute discretion of the Council, subject to compliance with the reasonable directions of the defaulting party relating to work, health and safety and compliance with all Laws.

(e) The defaulting party indemnifies and will keep the Council indemnified from and against all Claims, Costs and Legal Costs incurred by the Council or for which the Council may become liable in the exercise or purported exercise of the rights of the Council under this clause 2.1 of this Schedule 6, except in the event that such Claim is caused by or contributed to by the negligence of the Council or where the Council has exercised its rights in breach of this Deed, and may call on any Bond provided to it under Schedule 10 to satisfy any such Claim.

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Schedule 7 - Dispute Resolution

1 Dispute Resolution

1.1 Not commence

A Party must not commence any court proceedings relating to a dispute unless it complies with the provisions of this Schedule 7.

1.2 Written notice of dispute

A Party claiming that a dispute has arisen under or in relation to this Deed must give written notice to the other Party specifying the nature of the dispute.

1.3 Attempt to resolve

On receipt of notice under clause 1.2 of this Schedule 7, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

1.4 Mediation

If the Parties do not agree within 10 Business Days of receipt of notice under clause 1.3 of this Schedule 7 (or any further period agreed in writing by them) as to:

(a) the dispute resolution technique and procedures to be adopted;

(b) the timetable for all steps in those procedures; or

(c) the selection and compensation of the independent person required for such technique,

the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of NSW. The Parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

1.5 Expert evaluation generally

(a) If the Parties agree under clause 1.3 of this Schedule 7 that expert evaluation is the appropriate dispute resolution technique, expert evaluation must be carried out in accordance with this clause 1.5 of this Schedule 7.

(b) Where the Parties are not able to agree on an appropriate expert, the expert is to be appointed by the President of the appropriate institute or association.

(c) If the Parties cannot agree on which institute or association is appropriate in the circumstances (within the same 10 Business Days), either Party may refer the selection of the institute or association to the President of the Bar Association of New South Wales to select the most appropriate institute or association.

(d) The institutes or associations from which the expert may be appointed are:

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(i) if an architect: the Royal Australian Institute of Architects, New South Wales Chapter;

(ii) if an engineer: Engineers Australia;

(iii) if a valuer: the Australian Property Institute Incorporated ABN 007 505 866, New South Wales Division;

(iv) if an expert in decontamination: Engineers Australia - Environmental College;

(v) if an expert in insurance: the Australian and New Zealand Institute of Insurance and Finance, New South Wales Branch;

(vi) if a real estate agent: the Real Estate Institute of New South Wales;

(vii) if a quantity surveyor: the Australian Institute of Quantity Surveyors, New South Wales Chapter;

(viii) if a barrister: the New South Wales Bar Association;

(ix) if an accountant: the Institute of Chartered Accountants, New South Wales Division;

(x) if a solicitor or mediator: the Law Society of New South Wales.

(e) If:

(i) more than two types of experts are required to determine the dispute; or

(ii) the Parties agree to appoint a lead expert; or

(iii) the President of the Bar Association exercising his or her functions in accordance with clause 1.5(c) of this Schedule 7 considers the appointment of a lead expert appropriate,

then the Parties must appoint a lead expert.

(f) The lead expert must be a solicitor who has practised for not less than 15 years and who has not less than 5 years' experience in alternative dispute resolution. The lead expert must be agreed by the Parties and failing agreement will be appointed by the President of the Law Society of New South Wales.

(g) If a lead expert is appointed the functions of that person are:

(i) to determine the type of expert required to determine the dispute;

(ii) in the absence of agreement between the Parties as to the identity of the expert, to request the appropriate institute or association referred to in clause 1.5(b) **(Institutes and associations)** to appoint an expert;

(iii) to determine the questions to be put to the expert and, if there is more than one expert, to co-ordinate and determine the timing of each expert determination;

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(iv) if the dispute requires determination by an expert solicitor, to perform that function;

(v) if the expert determinations obtained are ambiguous, contradictory or in conflict, to determine the ambiguity, contradiction or conflict;

(vi) on receipt of the expert determinations to deliver to the Parties a final determination of the dispute;

(vii) to determine any question of procedure concerning the dispute resolution process.

(h) The expert is to be engaged on his standard terms of engagement subject to any amendments required to ensure consistency with this clause.

(i) Both Parties may, within 20 Business Days of the date of appointment of the expert, make written submissions to the expert on the matter the subject of the dispute. If a Party makes a written submission to the expert, it must give a copy of the submission to the other Party at the same time as it gives the submission to the expert. Submissions must include all particulars upon which a Party seeks to rely in support of its position in relation to the dispute. The expert will determine the procedure for determining the dispute.

(j) When any dispute or difference referred to in this clause has been referred for determination, the Parties will each use their best endeavours to make available to the expert all facts and circumstances which the expert may require to settle or determine the dispute or difference and must ensure that their respective employees, agents and consultants are available to appear at any hearing or enquiry called for by the expert. The Parties record their agreement that the hearing be concluded within 20 Business Days, and the expert's decision given within 20 Business Days, of the date of appointment of the expert, and shall use their best endeavours to see that these time frames are met.

(k) The expert's decision is final and binding on the Parties. The cost of the expert's decision is to be borne by the Parties in the shares as the expert determines and in the absence of a determination equally between the Parties.

(l) The expert will also determine the amount of the costs and expenses of the reference of such dispute to him. In default of such decision, those costs and expenses will be borne by the Parties in equal shares.

1.6 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 1.2 of this Schedule 7, then any Party which has complied with the provisions of this Schedule 7, may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

1.7 Not use information

The Parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under the provisions of this Schedule 7, is to attempt to settle the dispute. No Party may use any information or documents obtained through any dispute resolution process undertaken under the provisions of this Schedule 7 for any purpose other than in an attempt to settle the dispute.

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1.8 No prejudice

The provisions of this Schedule 7 do not prejudice the right of a Party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Deed.

1.9 Costs

(a) The Costs of appointing a mediator under this Schedule 7, will be borne equally by the Parties.

(b) Each Party will be responsible for its own Legal Costs with respect to any dispute resolution process.

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Schedule 8 – Deed Registration

1 Deed registration

1.1 Consents

The Developer warrants that they have obtained all consents to the registration of this Deed on the relevant folio of the Register for the Land as are necessary and in particular the consent of any mortgagee or lessee.

1.2 Mortgage

(a) The Developer must produce to the Council together with this Deed for execution by the Council, a letter from the mortgagee (if any) and lessees of any registered lease on the Land (if any) consenting to the registration of this Deed accompanied by production information as evidence that the mortgagee (if any) has produced the Certificate of Title for the Land at Land and Property Information for the purpose of registration of the Deed and a bank cheque for the relevant registration fees.

(b) If the Land is unencumbered by a mortgagee the Developer must produce the Certificate of Title for the Land at Land and Property Information and give a copy of the production slip to the Council.

1.3 Council to lodge

Subject to clause 1.2 of this Schedule 8, the Council will lodge this Deed with Land and Property Information for registration on the relevant folio of the Register for the Land as soon as reasonably practicable, but in any event no later than 20 Business Days after receiving the documents referred to in clause 1.2 of this Schedule 8.

1.4 Registration requisitions

The Developer must promptly comply with any requisitions that may be raised with regard to registration of the Deed in the relevant folio of the Register for the Land.

1.5 Registration notification

The Council will notify the Developer of registration of the Deed and forward a copy of the registered instrument to them.

1.6 Costs

The Developer must pay the Council's Costs of registering this Deed upon receipt of a notice from the Council as to the amount of those Costs.

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Schedule 9 - Release and Discharge Terms

1 Release and discharge terms

1.1 Full release

Once the Council is satisfied that the Developer has complied with all of its obligations under this Deed, at the Developer's request (and Cost), the Council must within 10 Business Days of being requested to do so by the Developer:

(a) provide a full release and discharge of this Deed with respect to the whole of the Land and documentation (in registrable form) required to remove the notation of this Deed from the relevant folio of the Register for the Land; and

(b) (should the Council not already have done so) sign such documentation as is necessary to remove any caveat lodged by the Council from the relevant folio of the Register for the Land.

1.2 Partial release

Despite clause 1.1 of this Schedule 9, from time to time, the Developer may request and the Council is to provide a release and discharge of this Deed so that it may remove the notation of this Deed from the Register in respect of any part of the Land provided that:

(a) all obligations under clause 4.1 of this Deed have been met;

(b) the Developer has provided the Council with Security in accordance with Schedule 10 for the purpose of completing the outstanding obligations referred to in clause 8.4 of Schedule 4; and

(c) the Developer is not otherwise in default of any of its obligations under this Deed (as determined by the Council acting reasonably), at the time of the Developer's request, unless the Council waives the default.

1.3 Outstanding obligations

For the avoidance of doubt, a release under clause 1.2 of this Schedule 9 does not operate as a release from any outstanding obligation under this Deed, and is intended only to allow removal of the notation of this Deed from the Register in respect of the relevant part of the Land.

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Schedule 10 – Security

1 Security

1.1 Developer to provide

(a) Clauses 1.1 to 1.7 of this Schedule apply in relation to the Contribution Works.

(b) The Developer must provide a Security to the Council for the Security Amount specified in the table for the purposes state din the table below.

Purpose	Security Amount
As security for the conduct of the Contribution Works in accordance with this Deed.	An amount equal to the Contribution Value.
As security for the rectification of Defects under clause 8 of Schedule 4.	An amount equal to 10% of the Construction Costs for the Contribution Works.

1.2 Adjustment of Security Amount

(a) On each Adjustment Date each Security Amount is adjusted in accordance with the following formula:

$$RSA = \frac{SA \times A}{B}$$

where:

RSA is the revised Security Amount applicable from the relevant Adjustment Date;

SA is the Security Amount that is current on the relevant Adjustment Date;

A is the CPI published immediately before the relevant Adjustment Date;

B is the CPI published immediately before the date of this Deed and, in the case of subsequent adjustments, the immediately preceding Adjustment Date.

(b) The Council must give the Developer written notice of the revised Security Amount to apply from the relevant Adjustment Date.

(c) The Developer must give the Council replacement or further Security so that the Council holds Security for an amount equal to the revised Security Amount no later than 15 Business Days after receipt of a notice given under paragraph 1.2(b) of this clause.

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1.3 Security delivery

(a) If a Security is required to be provided by the Developer to the Council under this Deed, then the Developer must procure and give to the Council a Security for the relevant Security Amount at the time specified in this Deed.

(b) The Parties agree that the:

(i) Security for the conduct of the Contribution Works in accordance with this Deed must be delivered on or before the date of this Deed; and

(ii) Security for the rectification of Defects under clause 8 of Schedule 4 must be delivered to Council prior to the issue of a Certificate of Practical Completion for the Contribution Works.

1.4 Expiry of Security

If, despite the requirements of this Deed, any Security provided by the Developer is expressed as expiring on a certain date, the Developer must provide the Council with a replacement Security 20 Business Days prior to the expiry of any such Security.

1.5 Failure to replace expired Security

If the Developer fails to provide the Council with a replacement Security in accordance with clause 1.4 of this Schedule 10, the Council may call on the full amount of such Security after giving 10 Business Days prior written notice to the Developer.

1.6 No limitation of obligations

The provision of the Security does not:

(a) relieve the Developer from any of its obligations under any other provision of this Deed; or

(b) limit the right of the Council to recover from the Developer in full all money payable to the Council under this Deed, including without limitation, interest on any such amounts or damages or other losses incurred by the Council.

1.7 Security under Bond

(a) The Developer agrees that the Council may, after giving at least 10 Business Days prior written notice to the Developer, make claims (in full or in part) under a Security provided by it:

(i) in the event that the Developer breaches its obligation to rectify defects in or maintain any Contribution Works in accordance with Schedule 4, and

(ii) a notice has been issued by Council requiring the Developer to remedy the breach in accordance with the requirements of Schedule 6, and the breach remains unremedied following the expiry of the rectification period specified in that notice.

(b) The Council may retain and use any money it has obtained by making a claim under this clause in its discretion to compensate the Council for the Developer's breach of those obligations.

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(c) Within 20 Business Days after:

(i) issuing a Certificate of Practical Completion, and

(ii) receiving the Security referred to in clause 8.4(a) of Schedule 4 for the Defects Liability Period,

the Council must (if it has not called on it) return the Security (or any remaining balance of it) for the conduct of the Contribution Works unless at that time there is a subsisting default by the Developer under this Deed in which case the Council may retain the relevant Security until the relevant default is rectified.

1.8 Security for defects liability

(a) The Developer advises and the Council acknowledges its awareness that the Security may be supplied by the Builder and form a part of the security held by the Developer from the Builder under the terms of the Construction Contract, provided that:

(i) any Security provided by the Builder benefits the Council and satisfies the requirements of this Deed; and

(ii) the Developer procures an agreement from the Builder that the Council will be entitled to call on any Security provided by the Builder, in accordance with the terms of this Deed and the terms of any Construction Contract.

(b) Within 10 Business Days after the Defects Liability Period has expired Council must (if it has not called on it) return the Security referred to in this clause **Error! Reference source not found.** for the Contribution Works (or any remaining balance of it) to the Developer.

(c) Notwithstanding clause 1.8(c) of Schedule 4, if during the Defects Liability Period, the Council issues a Rectification Notice and the Rectification Notice is not complied with, then the Council need not deliver the Security provided to it until that defect has been rectified.

(d) The Council must deliver the balance of any Security for the Defects Liability Period to the Developer within 14 days after the Defects Liability Period has ended unless there are any un-remedied defects or the Developer is otherwise in default under this Deed.

1.9 Claims under Securities

(a) The Developer agrees that the Council may after giving not less than 10 Business Days prior notice make claims (in full or in part) under a Security provided under this Deed if:

(i) in the case of the Contribution Work, the Developer is in breach of any obligation relevant to the carrying out and completion of the Contribution Works to which the Security relates in accordance with this Deed; or

(ii) in the case of Defects, the Developer has failed to rectify Defects in accordance with clause 8 of Schedule 4;

and:

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(iii) a notice has been given by Council requiring the Developer to remedy the breach in accordance with the requirements of Schedule 6;

(iv) the breach remains un-remedied following the expiry of the rectification period specified in that notice; and

(v) the claim relates to the non-performance of obligations secured by that Security.

(b) The Council may retain and use any money it has obtained by making a claim under this clause in its discretion to compensate the Council for the Owner's breach of those obligations.

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Schedule 11 - Assignment and Dealing

1 Assignment and Dealing

1.1 Assignment of rights

(a) Unless the matters specified in clause 1.1(b) of this Schedule 11 are satisfied, the Developer is not to assign or novate to any person their rights or uncompleted obligations under this Deed.

(b) The Developer must not assign or novate to any person its rights or uncompleted obligations under this Deed unless the prior written consent of Council is obtained. The Council must not unreasonably withhold its consent in circumstances where the following matters have been satisfied:

(i) the Developer has, at no cost to the Council, first procured the execution by the person to whom the Developer's rights or uncompleted obligations under this Deed are to be assigned or novated (**incoming party**), of a deed in favour of the Council in the form similar to Schedule 12, completed in a manner satisfactory to the Council. Such deed includes covenants that the incoming party:

(A) will perform the relevant obligations of the Developer under this Deed; and

(B) is bound by the terms and conditions of this Deed (relevant to the Developer) as if the incoming party had executed the Deed;

(ii) the Developer is not in breach of this Deed or the Council has waived a subsisting breach;

(iii) the Developer provides to the satisfaction of Council (acting reasonably) a Bond and any other documents required under Schedule 10 to secure the outstanding obligations under this Deed;

(iv) the Developer provides to the satisfaction of Council (acting reasonably) copies of insurances or any other documents required under this Deed for the carrying out of any outstanding Contribution Works.

1.2 Sale of Land

(a) The Developer must not sell or transfer the whole or any part of the Land or any of their interest in the Land (and must procure that the whole or any part of the Land is not sold or transferred) unless before any such sale, transfer or disposal of any such part of the Land or such part of their interest in the Land to another person (**transferee**) the Developer obtains the Council's prior written consent. The Council must not unreasonably withhold its consent in circumstances where the requirements specified in clause 1.1(b) of this Schedule 11 are satisfied.

(b) This clause 1.2 of this Schedule 11 does not apply to the transfer of any part of the Land, in respect of which the Council has provided a release and discharge of this Deed in accordance with Schedule 9.

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1.3 Council's Costs

The Developer or the Owner (as the case may be) must pay to the Council (or reimburse the Council on demand) for all the Costs and Legal Costs incurred by the Council in connection with any assignment or dealing proposed under clauses 1.1 or 1.2 of this Schedule 11.

1.4 Council's assignment of rights

Council may assign its rights under this Deed to any successor in title.

1.5 Council to act promptly

The Council must act promptly in dealing with any application made by the Developer or the Owner (as the case may be) in respect of any proposed assignment or dealing proposed under clauses1.1 or 1.2 of this Schedule 11.

1.6 Effect of registration of VPA

The provisions of this Schedule 11 do not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale or transfer.

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Schedule 12 - Pro-forma Novation Deed

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Novation Deed

Council of the City of Ryde

[# insert name #]

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Novation Deed

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Novation Deed

Date

Parties

Council of the City of Ryde ABN 81 621 292 610 of Level 1, 3 Richardson Place, North Ryde, New South Wales (**Council**)

[# insert name #] of [# insert address #] (**Original Land Owner**)

[# insert name #] of [# insert address #] (**Transferee**)

Recitals

A Council and the Original Land Owner are parties to the Original Agreement.

B The Original Agreement relates to the whole of the Land.

[Drafting note: Use this paragraph if all or part of the obligations are to be assigned (but no land is to be transferred)]

C The [# insert relevant party #] wishes to assign [Drafting note. Insert 'all' or 'part of' as relevant] its rights and obligations under the Original Agreement to the Transferee

[Drafting Note. Use this paragraph if the whole of the Land is to be transferred]

D The Original Land Owner wishes to transfer the whole of the Land to the Transferee

[Drafting Note. Use this paragraph if part of the Land is to be transferred]

E The Original Land Owner wishes to transfer part of the Land to the Transferee.

F The parties to this Deed have agreed to the terms and conditions of this Deed govern the novation to which this Deed relates.

This deed provides

1 Definitions and interpretation

1.1 Definitions

Effective Date means [insert].

Land has the meaning given to that term in the Original Agreement.

Original Agreement means the voluntary planning agreement dated [# insert date #] and made between the Council and the Original Land Owner.

[Drafting note. Use this paragraph if all of the obligations are to be assigned or all of the Land is to be transferred]

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Required Obligations means all of the obligations imposed on the Original Developer and the original Land Owner under the terms of the Original Agreement.

[Drafting note: Use this definition if part of the obligations are to be assigned (but no land is to be transferred)]
Required Obligations means [insert details of specific obligations to be assigned].

1.2 References to certain general terms

In this deed unless the contrary intention appears:

(a) a reference to this deed or another instrument includes any variation or replacement of them;

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

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

(d) the word person includes a firm, body corporate, an unincorporated association or an authority;

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

(f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;

(g) a reference to anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to anyone or more of them;

(h) 'include' in any form when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar nature; and

(i) capitalised terms which are used in this deed but are not otherwise defined have the meaning given to them in the Original Agreement.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this deed.

2 Novation

2.1 Original Agreement

Subject to clause 2.4 and with effect from the Effective Date:

(a) the Transferee is substituted for the Original Land Owner or both (as the context requires) as a party to the Original Agreement insofar as the Original Agreement

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relates to the Required Obligations, and agrees to perform the Required Obligations;

(b) the Transferee will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the Transferee was a party to the Original Agreement instead of the Original Land Owner insofar as the Original Agreement relates to the Required Obligations; and

(c) the Original Land Owner or both (as the context requires) is released and discharged from all obligations and liabilities, and from all claims (whether for Costs, Legal Costs, damages, fees or otherwise), arising under the Original Agreement insofar as the Original Agreement relates to the Required Obligations.

2.2 Performance by Transferee

The Transferee must perform all of the Required Obligations under the Original Agreement as if named as the Original Land Owner, whether or not the relevant obligations relate to works performed prior to the date of this Deed, including, but not limited to:

(a) the delivery of all relevant public benefits to Council; and

(b) the provision of all relevant Guarantees to Council.

2.3 Release of Guarantees [# Drafting note. to be revised to align with final security position under the Original Agreement #]

The parties expressly acknowledge and agree that:

(a) Council will release any Guarantee provided to Council by the Original Land Owner under the provisions of the Original Agreement to the Original Land Owner (or as the Original Land Owner otherwise directs in writing) promptly and in any event within 14 days of the provision of replacement Guarantee by the Transferee; and

(b) Nothing in this clause 2.3 will be read or construed as a waiver of any right held by Council relating to or arising from the performance of the Original Agreement by the Original Land Owner before the date of this Deed.

2.4 Liability before Effective Date

Notwithstanding clause 2.1, the Original Land Owner is not released, relieved or discharged from liability under the Original Agreement before the Effective Date, or any breach of any provision of the Original Agreement by the Original Land Owner or both (as the context requires) occurring before the Effective Date (to the extent that it is not remedied by the Effective Date) in so far as the Original Agreement relates to the Required Obligations.

3 Affirmation of the Original Agreement

The Original Agreement will be read and construed subject to this deed, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this deed, the Original Agreement will continue in full force and effect.

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4 GST

Where a supply made under this deed gives rise to a liability for GST, the Transferee must pay the GST or pay to the Council or the Transferor an additional amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances. Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999*.

5 Stamp duty and costs

(a) The Original Land Owner and the Transferee are jointly and severally liable for the Council's Legal Costs of and incidental to the negotiation, preparation and execution of this deed, and must reimburse the Council for such Legal Costs promptly on demand.

(b) The Transferee will pay all stamp duty arising directly or indirectly from this Deed.

6 Further acts

(a) Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.

(b) This deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

7 Governing law

This deed is governed by the law in force in the place specified in the New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that place.

8 Counterparts

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

Executed as a deed.

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Signing page

[insert Appropriate execution clauses for the Council and Developer]

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Schedule 13 - General Provisions

1 General Provisions

1.1 Approvals and Consent

Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party will not unreasonably withhold an approval or consent to be given under this Deed but may give its approval or consent subject to any conditions reasonably determined by that Party.

1.2 Costs

(a) Unless otherwise specified in this Deed, all Costs and Legal Costs relating to this Deed are to be borne by the Developer in the amount specified in Schedule 14 and are payable on demand.

(b) Without limiting clause 1.2(a) of this Schedule 13, the Developer agrees to pay or reimburse the Council on demand for:

(i) Costs and Legal Costs of the Council in connection with:

(A) exercising, enforcing or preserving, or attempting to exercise, enforce or preserve, rights under this Deed, including in connection with the Developer default;

(B) any waiver, variation, release or discharge of this Deed; and

(ii) Taxes and fees (including, without limitation, registration fees and stamp duty) and fines and penalties in respect of fees which may be payable or determined to be payable in connection with this Deed or a payment or receipt or any transaction contemplated by this Deed.

1.3 Effect of terms and conditions in Schedules and Annexures

The Parties agree to comply with the terms and conditions contained in the Schedules and Annexures as if those terms and conditions were expressly set out in full in the operative parts of this Deed.

1.4 Entire agreement

To the extent permitted by law, in relation to its subject matter only, this Deed:

(a) embodies the entire understanding of the Parties, and constitutes the entire terms agreed by the Parties; and

(b) supersedes any prior written or other agreement of the Parties.

1.5 Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

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1.6 Governing Law and jurisdiction

This Deed is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

1.7 Enforcement

(a) This Deed may be enforced by any Party in any court of competent jurisdiction.

(b) For the avoidance of doubt, nothing in this Deed prevents:

(i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates; and

(ii) an Authority or the Council from exercising any function under the EP&A Act or any other Law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

1.8 No fetter

Nothing in this Deed is to be construed as requiring an Authority (including the Council) to do anything that would cause it to be in breach of any of its obligations at Law, and without limitation:

(a) nothing in this Deed is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and

(b) nothing in this Deed imposes any obligation on an Authority to:

(i) grant any Development Consent; or

(ii) exercise any function or power under the EP&A Act in relation to a change, or a proposed change, in an environmental planning instrument.

1.9 Representations and warranties

(a) Each Party individually represents and warrants that:

(i) it has power to enter into this Deed and comply with its obligations under the Deed;

(ii) this Deed does not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject, or cause a limitation on its powers or the powers of its officers to be exceeded;

(iii) it has in full force and effect the authorisations necessary for it to enter into this Deed, to comply with its obligations and exercise its rights under this Deed and to allow this Deed to be enforced;

(iv) its obligations under this Deed are valid and binding and are enforceable against it in accordance with the terms of the Deed;

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(v) it does not have immunity from the jurisdiction of a court or from legal process; and

(vi) it benefits by entering into this Deed to which it is a Party.

(b) Each Party acknowledges that each other Party has entered into this Deed in reliance on the representations and warranties in this clause 1.9 of this Schedule 13.

1.10 Severability

(a) If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

(b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

1.11 Modification

No modification of this Deed will be of any force or effect unless it is in writing and signed by the Parties as a Deed.

1.12 Waiver

(a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.

(b) A waiver by a Party is only effective if it is in writing.

(c) A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

1.13 Confidentiality

The Parties agree that the terms of this Deed are not confidential and this Deed may be treated as a public Deed and exhibited or reported without restriction by any Party.

1.14 Release and indemnity

(a) The Developer agrees that the obligation to provide the Contributions is at the risk of the Developer. The Developer releases the Council from any Claim, liability or loss arising from, and Costs and Legal Costs incurred in connection with, the Developer's obligation to provide the Contributions except to the extent such Claim arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission..

(b) The Developer indemnifies the Council against all liabilities or loss arising from, and any Costs and Legal Costs incurred in connection with the Council enforcing the Developer's obligation to provide the Contributions in accordance with this

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Deed or the Council exercising the Council's rights under or by virtue of this Deed or both.

(c) The indemnity in paragraph 1.14(b) of this Schedule 13 is a continuing obligation, independent of the Developer's other obligations under this Deed and continues after this Deed ends.

(d) It is not necessary for a Party to incur expense or to make any payment before enforcing a right of indemnity conferred by this paragraph 1.14.

(e) A Party must pay on demand any amount it must pay under an indemnity in this clause 1.14 of this Schedule 13.

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Schedule 14 - Costs

The Developer is to pay Council's Legal Costs associated with the preparation and execution of this Deed.

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Planning Agreement

Signing page

Executed as a deed

Signature by Council

Signed for an on behalf of the **Council of the City of Ryde** by a duly authorised officer or delegate pursuant to section 377 of the Local Government Act (who by their signature testifies that they are duly authorised to sign this instrument) in the presence of

Signature of witness

Name of witness

Signature of the Authorised Officer

GEORGE PEDES

Name of and position of the Authorised Officer

ACTING GENERAL MANAGER

Signature by the Developer

Executed by **Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Limited** in accordance with section 127 of the *Corporations Act 2001*

× Signature of ~~Director~~ / Secretary

× **Xinmei Wang**

Signature of Director / Secretary

Name of Director/Secretary

× Signature of Director

× **Xiaohua Luo**

Name of Director

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ePlan

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

Plan: DP1253779

Plan of Subdivision of Lot 104 in DP1224238
Covered by Subdivision Certificate
No 5799 of 27-11-2019

Full name and address of the owner of the land:

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd
(ABN 65 608 744 234**)**
Level 23, 31 Market Street, Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (A)	Each Lot (1-8)	Every Other Lot (1-8)
2	EASEMENT FOR SERVICES (WHOLE OF LOT) (B)	Each Lot (1-8)	Every Other Lot (1-8)
3	EASEMENT FOR FIRE STAIRS & EMERGENCY EGRESS (WHOLE OF LOT) (C)	Each Lot (1-8)	Every Other Lot (1-8)
4	EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT) (D)	Each Lot (1-8)	Every Other Lot (1-8)
5	EASEMENT FOR ACCESS (WHOLE OF LOT) (E)	Each Lot (1-8)	Every Other Lot (1-8)
6	EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (F)	1 – 3 (INCL), 6	105/1224238, Part 10/1221211 Denoted (X) (Jarvis Circuit)
7	EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (G)	2	105/1224238, Part 10/1221211 Denoted (X) (Jarvis Circuit) 1-6 (INCL)
8	EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (H1)	1	2 – 7 (INCL)
9	EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (H2)	7	CITY OF RYDE COUNCIL

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Plan: **DP1253779**

Plan of Subdivision of Lot 104 in DP1224238
Covered by Subdivision Certificate
No 5799 of 27-11-2019

Full name and address of the owner of the land:

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd
(ABN 65 608 744 234**)**
Level 23, 31 Market Street, Sydney NSW 2000

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
10	EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (H3)	1 & 7	8
11	EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (I)	1, 2 & 7	CITY OF RYDE COUNCIL
12	EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (J)	1	2 – 8 (INCL)
13	POSITIVE COVENANT (STORMWATER MANAGEMENT)	1 – 8 (INCL)	CITY OF RYDE COUNCIL

Part 2 (Terms)

1. Definitions and interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Act means *Strata Schemes Development Act 2015* (NSW).

Authorised User means every other person authorised by the Grantee or the Grantor, as applicable, for the purposes of an Easement. Subject to the terms of the Easement, an Authorised User includes the employees, agents, contractors, licensees and invitees of the Grantee or Grantor, as applicable and, in the case of the Grantor only, includes the Grantor's tenants and any subtenants.

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.

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

Building Management Committee means the committee appointed under the Strata Management Statement.

Conveyancing Act means *Conveyancing Act 1919* (NSW).

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Plan: DP1253779

Plan of Subdivision of Lot 104 in DP1224238
Covered by Subdivision Certificate
No 5799 of 27-11-2019

Full name and address of the owner of the land:

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd
(ABN 65 608 744 234**)**
Level 23, 31 Market Street, Sydney NSW 2000

Council means City of Ryde Council.

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

Easement Site means, in relation to an Easement in this Instrument, the site of that Easement as identified on the Plan.

Grantee means:

(a) the registered proprietor of a Lot Benefited; and

(b) an Authority Benefited.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this section 88B instrument.

Lot means a Lot as shown in the Plan.

Lot Benefited means a Lot benefited by an easement, positive covenant or restriction on use in this Instrument.

Lot Burdened means a Lot burdened by an easement, positive covenant or restriction on use in this Instrument.

Plan means the deposited plan to which this Instrument relates.

Service includes:

(a) the supply of water ,gas, electricity, oil and air conditioning;

(b) the provision of drainage and sewerage;

(c) television, television or radio impulses or signals or other transmission means and services;

(d) security systems;

(e) fire hydrant and sprinkler systems;

(f) irrigation systems;

(g) ventilation (mechanical or otherwise) systems; and

(h) any other facility, supply or transmission.

Shared Facilities has the meaning given to the term 'Shared Facilities' in the Strata Management Statement.

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Plan: DP1253779

Plan of Subdivision of Lot 104 in DP1224238
Covered by Subdivision Certificate
No 5799 of 27-11-2019

Full name and address of the owner of the land:

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(ABN 65 608 744 234**)**
Level 23, 31 Market Street, Sydney NSW 2000

Stormwater System means the on-site stormwater detention system constructed on the Lot Burdened for the collection, storage and treatment of stormwater collected on site for re-use within the site for irrigation purposes.

Strata Management Statement means any strata management statement registered in accordance with the Act against the title to any or all of the lots in the Plan (or any lots created upon further subdivision of a lot in the Plan) from time to time.

1.2 **Interpretation**

Unless a contrary intention appears:

1.2.1 The singular includes the plural and the plural includes the singular.

1.2.2 A gender includes all genders.

1.2.3 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

1.2.4 "clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule or sub-clause respectively of this Instrument.

1.2.5 Unless stated otherwise, one provision does not limit the effect of another provision.

1.2.6 A reference to any law or to any provision of any law includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it or them.

1.2.7 A reference to conduct includes any omission, statement or undertaking, whether or not in writing.

1.2.8 Headings in this Instrument are for information purposes only and do not affect the interpretation of this Instrument.

1.2.9 A reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person.

1.2.10 An agreement on the part of, or in favour of, two or more persons binds, or is for the benefit of, them jointly and severally.

1.3 **Headings**

Headings do not affect the interpretation of this instrument.

1.4 **Positive covenants and maintenance requirements**

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to section 88BA of the Conveyancing Act.

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Plan: DP1253779

Plan of Subdivision of Lot 104 in DP1224238
Covered by Subdivision Certificate
No 5799 of 27-11-2019

Full name and address of the owner of the land:

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd
(ABN 65 608 744 234**)**
Level 23, 31 Market Street, Sydney NSW 2000

1.5 **Obligations of Authorised Users**

For each Easement, the Grantee must procure that its Authorised Users comply with the terms of this Instrument when they exercise their rights or comply with their obligations under this Instrument.

1.6 **Release and indemnity**

Except as otherwise expressly provided for in the terms of an Easement:

1.6.1 the Grantee and its Authorised Users entering upon a Lot Burdened pursuant to the rights granted by an Easement created by this Instrument do so at its or their own risk;

1.6.2 the Grantee releases the Grantor and the Grantor's relevant Authorised Users from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the relevant Lot Burdened in pursuance of rights granted by this Instrument except to the extent caused or contributed to by the wilful or negligent act or omission of the Grantor or the Grantor's relevant Authorised Users as applicable; and

1.6.3 the Grantee must indemnify the Grantor and the Grantor's relevant Authorised Users from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the Grantor or for which the Grantor or the Grantor's Authorised Users may become liable in respect of any loss, damage, death or injury from any cause whatsoever occurring on a Lot Burdened or to any person or property within or outside the Lot Burdened, occasioned or contributed to by any act, omission, neglect, breach of the conditions of this Instrument or default of the Grantee or the Grantee's Authorised Users upon the relevant Lot Burdened in pursuance of rights granted by this Instrument, except to the extent caused or contributed to by the wilful or negligent act or omission of the Grantor or the Grantor's relevant Authorised Users as applicable.

1.7 **Grantee's acknowledgement**

The Grantee acknowledges and agrees that the Grantor may erect signage, structures or other improvements on the Lot Burdened at any time, subject to the access and related rights granted under this Instrument.

1.8 **Inconsistency**

Unless the terms of an Easement provide that the terms of that Easement prevail over the Strata Management Statement to the extent of any inconsistency, then the provisions of the Strata Management Statement will prevail over the terms of an Easement to the extent of the inconsistency.

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2. Easements for support and shelter (Whole of Lot) (A) numbered 1 in the Plan

2.1 Easements for support and shelter as defined in and the subject of section 196K of the Conveyancing Act as if the easements were created under that section of the Conveyancing Act.

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Plan: DP1253779

Plan of Subdivision of Lot 104 in DP1224238
Covered by Subdivision Certificate
No 5799 of 27-11-2019

Full name and address of the owner of the land:

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(ABN 65 608 744 234**)**
Level 23, 31 Market Street, Sydney NSW 2000

2.2 In exercising the powers granted under this Easement, the Grantee and its Authorised users must comply with any relevant requirements under a Strata Management Statement.

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3. Easement for Services (Whole of Lot) (B) numbered 2 in the Plan

3.1 An easement for Services on the terms of clause 5 of Schedule 5 of the Act.

3.2 The obligations and sharing of maintenance costs relating to an easement for Services in clauses 6 and 7 of Schedule 5 of the Act apply.

3.3 In exercising the powers granted under this Easement, the Grantee and its Authorised users must comply with any relevant requirements under a Strata Management Statement.

---

4. Easement for fire stairs & emergency egress (C) (Whole of Lot) numbered 3 in the Plan

4.1 The Grantee and its Authorised Users may pass and repass across fire stairs within the Lots Burdened by foot only and only for the purpose of egressing from the Lots Benefited:

4.1.1 in an emergency;

4.1.2 in the case of a fire or for fire drill purposes; or

4.1.3 if the lifts are not operational or are otherwise unavailable.

4.2 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:

4.2.1 cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

4.2.2 cause as little damage as is practicable to the Lots Burdened and any personal property or improvement on it;

4.2.3 promptly repair and make good any collateral damage to the reasonable satisfaction of the Grantor; and

4.2.4 comply with any relevant requirements under a Strata Management Statement.

4.3 Clauses 1.6.2 and 1.6.3 of this Instrument do not apply to Council under this Easement.

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5. Easement for access to Shared Facilities (Whole of Lot) (D) numbered 4 in the Plan

5.1 The Grantee and its Authorised Users may:

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Plan: DP1253779

Plan of Subdivision of Lot 104 in DP1224238
Covered by Subdivision Certificate
No 5799 of 27-11-2019

Full name and address of the owner of the land:

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd
(ABN 65 608 744 234**)**
Level 23, 31 Market Street, Sydney NSW 2000

5.1.1 by any reasonable means pass across each Lot Burdened to access and use the Shared Facilities which the Grantee is entitled to use under the Strata Management Statement; and

5.1.2 do anything reasonably necessary for that purpose, including:

(a) enter, pass and repass over and across the accessible areas of the Lot Burdened on foot or in vehicles and with or without tools and equipment for the purpose of inspecting, repairing, maintaining and replacing items that are or form part of Shared Facilities and which benefit the Lot Benefited; and

(b) remain on the Lot Burdened for such time as is reasonable for the purpose of the inspection, repair, maintenance or replacement of the Shared Facility item.

5.2 The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

5.2.1 except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and

5.2.2 the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

5.3 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:

5.3.1 cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

5.3.2 cause as little damage as is practicable to the Lots Burdened and any personal property or improvement on it;

5.3.3 promptly repair and make good any collateral damage to the reasonable satisfaction of the Grantor; and

5.3.4 comply with any relevant requirements under a Strata Management Statement.

5.4 Clauses 1.6.2 and 1.6.3 of this Instrument do not apply to Council under this Easement.

---

6. Easement for access (Whole of Lot) (E) numbered 5 in the Plan

6.1 The Grantee and its Authorised Users may pass and repass with or without vehicles across the Easement Site.

6.2 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:

6.2.1 cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

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Plan: DP1253779

Plan of Subdivision of Lot 104 in DP1224238
Covered by Subdivision Certificate
No S799 of 27-11-2019

Full name and address of the owner of the land:

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd
(ABN 65 608 744 234**)**
Level 23, 31 Market Street, Sydney NSW 2000

6.2.2 cause as little damage as is practicable to the Lots Burdened and any personal property or improvement on it;

6.2.3 promptly repair and make good any collateral damage to the reasonable satisfaction of the Grantor; and

6.2.4 comply with any relevant requirements under a Strata Management Statement.

6.3 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must not:

6.3.1 park or stand a motor vehicle or trailer on the Lots Burdened, except where otherwise expressly permitted; or

6.3.2 obstruct the use of or access to the Lots Burdened.

6.4 The Grantor may:

6.4.1 carry out works of any nature on or about the Lot Burdened, including without limitation constructing, installing, removing, redeveloping or otherwise changing improvements on or about the Easement Site; and

6.4.2 temporarily restrict use of the Easement Site for the purpose of, or as a result of, the construction, repair or maintenance of any improvement on any part of the land identified on the Plan (including the use of vehicles and equipment for those purposes).

6.5 Clauses 1.6.2 and 1.6.3 of this Instrument do not apply to Council under this Easement.

---

7. Easement for access variable width (Limited in Stratum) (F) numbered 6 in the Plan

7.1 The Grantee and its Authorised Users may pass and repass with or without vehicles across the Easement Site, including for the purpose of transporting rubbish.

7.2 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:

7.2.1 cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

7.2.2 cause as little damage as is practicable to the Lots Burdened and any personal property or improvement on it;

7.2.3 promptly repair and make good any collateral damage to the reasonable satisfaction of the Grantor; and

7.2.4 comply with any relevant requirements under a Strata Management Statement.

7.3 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must not:

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Plan: DP1253779

Plan of Subdivision of Lot 104 in DP1224238
Covered by Subdivision Certificate
No 5799 of 27-11-2019

Full name and address of the owner of the land:

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd
(ABN 65 608 744 234**)**
Level 23, 31 Market Street, Sydney NSW 2000

7.3.1 park or stand a motor vehicle or trailer on the Lots Burdened, except where otherwise expressly permitted; or

7.3.2 obstruct the use of or access to the Lots Burdened.

7.4 The Grantor may:

7.4.1 carry out works of any nature on or about the Lot Burdened, including without limitation constructing, installing, removing, redeveloping or otherwise changing improvements on or about the Easement Site; and

7.4.2 temporarily restrict use of the Easement Site for the purpose of, or as a result of, the construction, repair or maintenance of any improvement on any part of the land identified on the Plan (including the use of vehicles and equipment for those purposes).

---

8. Easement for waste storage variable width (Limited in Stratum) (G) numbered 7 in the Plan

8.1 The Grantee and its Authorised Users may cause garbage and waste materials generated on the Lots Benefited stored in allocated waste bins and recycle bins to be placed upon the Lot Burdened within the Easement Site.

8.2 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:

8.2.1 comply with all laws and requirements of all Authorities regarding the disposal and recycling of waste;

8.2.2 only use the Easement Site for its intended purposes so as not to cause or permit any hazards or nuisances;

8.2.3 ensure that no items are placed in a bin such that the lid of the bin cannot be securely closed;

8.2.4 immediately clean up any spillage of waste, garbage or recyclable material caused by them;

8.2.5 cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

8.2.6 cause as little damage as is practicable to the Lots Burdened and any personal property or improvement on it;

8.2.7 make good any collateral damage; and

8.2.8 comply with any relevant requirements under a Strata Management Statement.

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Plan: DP1253779

Plan of Subdivision of Lot 104 in DP1224238
Covered by Subdivision Certificate
No 5799 of 27-11-2019

Full name and address of the owner of the land:

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd
(ABN 65 608 744 234**)**
Level 23, 31 Market Street, Sydney NSW 2000

---

9. Easement for public access variable width (Limited in Stratum) (H1) numbered 8 in the Plan

9.1 The Grantee and its Authorised Users may:

9.1.1 go, pass and repass over the Easement Site on foot or in vehicles; and

9.1.2 park motor vehicles in the designated spaces within the Easement Site marked for the parking of motor vehicles the subject of car-sharing services permitted within the Easement Site.

9.2 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:

9.2.1 cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

9.2.2 cause as little damage as is practicable to the Lots Burdened and any personal property or improvement on it;

9.2.3 promptly repair and make good any collateral damage to the reasonable satisfaction of the Grantor; and

9.2.4 comply with any relevant requirements under a Strata Management Statement.

9.3 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must not:

9.3.1 park or stand a motor vehicle or trailer on the Lots Burdened, except where otherwise expressly permitted; or

9.3.2 obstruct the use of or access to the Lots Burdened.

9.4 Subject to ensuring access for the purpose set out in clause 9.2, the Grantor may:

9.4.1 carry out works of any nature on or about the Lot Burdened, including without limitation constructing, installing, removing, redeveloping or otherwise changing improvements on or about the Easement Site; and

9.4.2 temporarily restrict use of the Easement Site for the purpose of, or as a result of, the construction, repair or maintenance of any improvement on any part of the land identified on the Plan (including the use of vehicles and equipment for those purposes).

9.5 The terms of this Easement can only be varied, released or modified with the consent of Council.

9.6 Clauses 1.6.2 and 1.6.3 of this Instrument do not apply to Council under this Easement.

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Plan: DP1253779

Plan of Subdivision of Lot 104 in DP1224238
Covered by Subdivision Certificate
No 5799 of 27/11/2019

Full name and address of the owner of the land:

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd
(ABN 65 608 744 234**)**
Level 23, 31 Market Street, Sydney NSW 2000

---

10. Easement for public access variable width (Limited in Stratum) (H2) numbered 9 in the Plan

10.1 The Council and its Authorised Users and the public have the right to:

10.1.1 go, pass and repass over the Easement Site at any time:

(a) on foot;

(b) with wheelchairs or other disabled access aids; and

(c) without vehicles (except motorised wheelchairs for the disabled); and

10.1.2 remain for the purposes of recreation on those parts of the Easement Site that are intended to be and are capable of being used for the purposes of recreation.

10.2 The Grantor must keep the Easement Site clean, trafficable and clear of trip and slip hazards to the Council's satisfaction, acting reasonably.

10.3 If requested by Council (acting reasonably), the Grantor must carry out any maintenance or repair work to the Easement Site, including any structures, lighting and landscaping within the Easement Site, to the standard required by Council (acting reasonably).

10.4 The Grantor must maintain and pay for the electricity supply to all lighting on the Easement Site and must ensure that such lighting is in good working order and operating in non-daylight hours.

10.5 If the Grantor does not comply with clauses 10.1 to 10.4, the Grantor must:

10.5.1 allow the Council to enter the Lot Burdened and to remain for any reasonable time for the purposes of carrying out any necessary work on the Easement Site to ensure that the Easement Site is suitable for public access including cleaning, constructing, placing, repairing or maintaining trafficable surfaces, structures, lighting and landscaping within the Easement Site; and

10.5.2 reimburse the Council for the cost of that work, upon receipt of a request for payment from Council.

10.6 The Grantor must insure in any occurrence-based policy against public liability covering the public use of the Easement Site for a sum determined by the Grantor, which must not be less than $20

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Plan: DP1253779

Plan of Subdivision of Lot 104 in DP1224238
Covered by Subdivision Certificate
No 5799 of 27-11-2019

Full name and address of the owner of the land:

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd
(ABN 65 608 744 234**)**
Level 23, 31 Market Street, Sydney NSW 2000

million, and must provide evidence of insurances to Council as soon as practicable after receiving a written request to do so.

10.7 The Grantor must not create any rules or regulations relating to the rights granted to the Council under this Easement or which are inconsistent with the obligations of the Grantor in relation to the Easement Site.

10.8 The Grantor, acting reasonably (and having regard to the nature of the use of, or activity carried on the Lot Burdened) may remove (in a lawful manner) any person from the Easement Site, if the person:

10.8.1 is not adequately clothed;

10.8.2 is drunk or under the influence of drugs;

10.8.3 loiters or causes excessive noise;

10.8.4 behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened;

10.8.5 does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site; or

10.8.6 is engaging in criminal behaviour.

10.9 The Grantor agrees to indemnify the Council from and against any loss suffered or incurred by the Council arising from or as a consequence of the exercise of rights under this Easement by the Council, Authorised User or the public except to the extent caused by the negligence of the Council, including but not limited to:

10.9.1 damage to any property of the Council, Authorised User or member of the public located on the Easement Site or the Lot Burdened; and

10.9.2 injury to any person on the Easement Site or the Lot Burdened.

10.10 Subject to clause 10.9, a Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site and may regulate the apportionment of costs amongst owners in relation to this Easement.

10.11 To the extent of any inconsistency between the Strata Management Statement and this Easement, this Easement will prevail.

10.12 The terms of this Easement can only be varied, released or modified with the consent of Council.

10.13 Clauses 1.6.2 and 1.6.3 of this Instrument do not apply to Council under this Easement.

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11. Easement for access variable width (Limited in Stratum) (H3) numbered 10 in the Plan

11.1 The Grantee and its Authorised Users may go, pass and repass over the Easement Site on foot or in vehicles to access the Lot Benefitted.

11.2 The Grantor acknowledges and agrees that the Easement is being provided for the purpose of enabling any member of the public to access the Lot Benefited to utilise the community space and community facilities within the Lot Benefited.

11.3 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:

11.3.1 cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

11.3.2 cause as little damage as is practicable to the Lots Burdened and any personal property or improvement on it;

11.3.3 promptly repair and make good any collateral damage to the reasonable satisfaction of the Grantor; and

11.3.4 comply with any relevant requirements under a Strata Management Statement.

11.4 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must not obstruct the use of or access to the Lots Burdened.

11.5 The terms of this covenant can only be varied, released or modified with the consent of Council.

11.6 Clauses 1.6.2 and 1.6.3 of this Instrument do not apply to Council under this Easement.

---

12. Easement for waste collection variable width (Limited in Stratum) (I) numbered 11 in the Plan

12.1 In this clause 12:

12.1.1 "**Contractor**" means any entity engaged by Council to remove waste from the Lot Burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of Council.

12.1.2 "**Onsite Waste Collection Area**" means the onsite waste collection area including the access driveway, loading bays and bin storage areas within the Easement Site.

12.1.3 "**Owners Corporation**" means an owners corporation as defined in the *Strata Schemes Management Act 2015* (NSW).

12.1.4 "**Waste**" includes any garbage, recyclables, organic waste or other materials excluding hazardous materials which the Grantor or any user or occupier of the Lot Burdened (or

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Level 23, 31 Market Street, Sydney NSW 2000

where the Grantor is an Owners Corporation, the registered proprietor of any lot in that scheme) leaves in the designated collection area for collection (whether in bins or otherwise) by Council or the Contractor.

12.2 The Grantor will at its own expense sufficiently maintain and keep in good and substantial repair and working order the Onsite Waste Collection Area in accordance with the design, dimensions, specifications and performance standards approved by Council.

12.3 The Grantor must permit Council and the Contractor to enter upon the Lot Burdened with or without vehicles for the purpose of the removal of Waste and to remain upon such land for a reasonable time for the purpose of such removal.

12.4 The Grantor of the Lot Burdened cannot make any claim against Council or the Contractor for any repairs or damage caused to the Lot Burdened as a result of Council or the Contractor exercising the rights set out in clause 12.3, except to the extent the claim is for damage or loss resulting from the negligence of Council or the Contractor as the case may be.

12.5 The Grantor indemnifies Council and the Contractor against any future claim for damage or loss arising from the exercise by the Council or the Contractor of the rights set out in clause 12.2 except to the extent that such damage or loss is a result of the negligence of Council or the Contractor as the case may be.

12.6 The Grantor will ensure that the dedicated access route for Council or the Contractor is kept clear at all times to enable the services of collection of the Waste as required.

12.7 The name of the body empowered to release, vary or modify this Easement is City of Ryde Council.

12.8 The terms of this Easement prevail over the terms of the Strata Management Statement to the extent of any inconsistency.

12.9 Clauses 1.6.2 and 1.6.3 of this Instrument do not apply to Council under this Easement.

---

13. Easement for use of Loading Dock variable width (Limited in Stratum) (J) numbered 12 in the Plan

13.1 In this clause 13, "**Loading Dock**" means that part of the Easement Site designated for use as a loading dock by the Building Management Committee from time to time.

13.2 The Grantee and its Authorised Users may:

13.2.1 pass and repass with or without vehicles within the Easement Site to access the Loading Dock;

13.2.2 use the Loading Dock within the Easement Site, subject to the availability of the Loading Dock and any rules of operation of the Loading Dock reasonably determined by the Building Management Committee (including approved hours of operation) from time to time, to load and unload goods, articles and equipment; and

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Plan: DP1253779

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Level 23, 31 Market Street, Sydney NSW 2000

13.2.3 do anything reasonably necessary for that purpose, including:

(a) entering the Lot Burdened; and

(b) take anything on to the Lot Burdened.

13.3 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:

13.3.1 cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

13.3.2 cause as little damage as is practicable to the Lots Burdened and any personal property or improvement on it;

13.3.3 promptly repair and make good any collateral damage to the reasonable satisfaction of the Grantor; and

13.3.4 comply with any relevant requirements under a Strata Management Statement.

13.4 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must not:

13.4.1 unreasonably obstruct use of or access to the Loading Dock; or

13.4.2 leave or store any goods, articles or other equipment in the Loading Dock.

---

14. Positive Covenant (Stormwater Management) numbered 13 in the Plan

14.1 The Grantor acknowledges that:

14.1.1 the covenant granted to Council under this clause is a public positive covenant within the meaning given to that term under section 87A of the Conveyancing Act and that the public positive covenant is imposed on the Lots Burdened under section 88E of the Conveyancing Act; and

14.1.2 the provisions of section 88F of the Conveyancing Act apply in respect of the Easement granted to Council under this clause, except as otherwise provided for in this Easement.

14.2 The registered proprietor of the Lot Burdened will in respect of the Stormwater System:

14.2.1 keep the Stormwater System clean and free from silt, rubbish and debris;

14.2.2 maintain and repair at its sole expense of the registered proprietor the whole of the Stormwater System so that it functions in a safe and efficient manner; and

14.2.3 permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and

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inspect the Lot Burdened for the compliance with the requirements of this covenant and, to this extent, section 88F(2)(a) of the Conveyancing Act is hereby amended; and

14.2.4 comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

14.3 Pursuant to Section 88F(3) of the Conveyancing Act, the Council has the following additional powers:

14.3.1 In the event that the registered proprietor of the Lot Burdened fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the Lot Burdened with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 14.2.4 above.

14.3.2 The Council may recover from the registered proprietor of the Lot Burdened in a Court of competent jurisdiction:

(a) any expense reasonably incurred by it in exercising its powers under clause 14.3.1. Such expense shall include reasonable wages for the Council's employees engaged in effecting the said work, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work; and

(b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act, providing any certificate required pursuant to Section 88G of the Conveyancing Act or obtaining any injunction pursuant to Section 88H of the Conveyancing Act.

14.4 This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act.

14.5 The terms of this Easement prevail over the terms of the Strata Management Statement to the extent of any inconsistency.

14.6 The terms of this covenant can only be varied, released or modified with the consent of Council.

14.7 Clauses 1.6.2 and 1.6.3 of this Instrument do not apply to Council under this covenant.

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Plan: **DP1253779**

Plan of Subdivision of Lot 104 in DP1224238
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(ABN 65 608 744 234)
Level 23, 31 Market Street, Sydney NSW 2000

SIGNATURES

Registered Proprietor:

Greenland (Sydney) Lachlan's Line Macquarie Park Development Pty Ltd (ABN 65 608 744 234)

Director ⋏ ~~Director~~/Secretary

Xiaohua Luo ⋏ Xinmei Wang

Full name of Director ⋏ Full name of Director/Secretary

Signed, sealed and delivered for and on behalf of National Australia Bank Ltd ABN 12 004 044 937 by its attorney
(print name) CHRISTINA CHOY
under Power of Attorney dated 1 March 2007, and who declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of
(print name)

LACHLAN EWERS.

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Level 23, 31 Market Street, Sydney NSW 2000

SIGNATURES

Approved by City of Ryde Council
by its authorised delegate pursuant to s377 Local Government Act 1993

Signature of Authorised Officer

GEORGE DEDET
Name of Authorised Officer

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

Signature of Witness

CARMELIANN LOUGHLAND
Name of Witness

3 Richardson Pl
Nth Ryde 2113
Address of Witness

REGISTERED 28/11/2019

City of Ryde

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Fax (02) 9952 8070
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Post Locked Bag 2069, North Ryde NSW 1670
ABN 81 621 292 610
www.ryde.nsw.gov.au

Infotrack Pty Ltd
Dx 578
SYDNEY NSW 2001

Issue Date:	06 March 2026
Certificate No:	PLN2026/1041
Your Ref:	CV:26103

PLANNING CERTIFICATE SECTION 10.7

NSW Environmental Planning and Assessment Act 1979 ('Act')

Property Address: 1203/19 Halifax St MACQUARIE PARK NSW 2113
Legal Description: Lot 92 SP 100743
Property Reference: 561291
Land Reference: 67619

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 2 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2021

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

a) LOCAL ENVIRONMENTAL PLANS
Ryde Local Environment Plan 2014

b) PROPOSED LOCAL ENVIRONMENTAL PLANS that are or have been the subject of community consultation or public exhibition under the Act.
NIL

c) DEVELOPMENT CONTROL PLANS
City of Ryde Development Control Plan 2014
North Ryde Station Precinct Development Control Plan 2013

d) DRAFT DEVELOPMENT CONTROL PLANS that are or have been the subject of community consultation or public exhibition under the Act.
NIL

e) STATE ENVIRONMENTAL PLANNING POLICIES
State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022

f) PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES that are or have been the subject of community consultation or public exhibition under the Act.
NIL

***Note**: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.*

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) ZONING AND ZONING TABLE UNDER RYDE LOCAL ENVIRONMENTAL PLAN 2014
Ryde Local Environmental Plan 2014 - Zone MU1 - Mixed Use

1 Objectives of zone
• To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
• To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
• To minimise conflict between land uses within this zone and land uses within adjoining zones.
• To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
• To ensure employment and educational activities within the Macquarie University campus are integrated with other businesses and activities.
• To promote strong links between Macquarie University and research institutions and businesses in the Macquarie Park corridor.

2 Permitted without consent
Home occupations

3 Permitted with consent
Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4.

4 Prohibited
Agriculture; Air transport facilities; Animal boarding or training establishments; Camping grounds; Caravan parks; Depots; Eco-tourist facilities; Farm buildings; General industries; Heavy industrial storage establishments; Heavy industries; Home occupations (sex services); Industrial training facilities; Resource recovery facilities; Sewerage systems; Sex services premises; Signage; Vehicle body repair workshops; Waste disposal facilities; Water supply systems.

(b) ZONING AND ZONING TABLE UNDER STATE ENVIRONMENTAL PLANNING POLICY
NIL

(c) ADDITIONAL PERMITTED USES APPLY TO THE LAND
NIL

(d) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE
No development standards under the Local Environment Plan apply to the land that fix minimum land dimension for the erection of a dwelling house on the land.

(e) AREA OF OUTSTANDING BIODIVERSITY VALUE UNDER THE BIODIVERSITY CONSERVATION ACT 2016
No. The land does not include an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) CONSERVATION AREA (however described)
No. The land has not been identified as being within a heritage conservation area under the Local Environment Plan.

(g) ITEMS OF ENVIRONMENTAL HERITAGE (however described)
No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

OTHER PRESCRIBED INFORMATION

3. CONTRIBUTIONS PLANS
(1) The name of each contributions plan or draft contributions plan applying to the land under the Act, Division 7.1:
- Macquarie Park Corridor Section 7.12 Local Infrastructure Contributions Plan 2025.

(2) The name of the region and the Ministerial planning order in which the region is identified applying to the land, within the meaning of the Act, Division 7.1, Subdivision 4:
The Greater Sydney Region under the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023.

(3) The name of the area if the land is in a special contributions area to which a continued 7.23 determination applies:
NIL

(4) In this section-
continued 7.23 determination means a 7.23 determination that has been continued in force by the Act, Schedule 4, Part 1, and has not been repealed as provided by that part.

Note. The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. COMPLYING DEVELOPMENT

(1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
(a) a restriction applies to the land, but it may not apply to all of the land, and
(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code

The Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code **do not apply** to this Local Government Area.

Housing Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code

Housing Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code **do apply** to this Local Government Area.

Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which complying development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 1** for detail on what codes **may** or **may not** allow complying development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. Despite any statement preventing the carrying out of complying development in the Codes listed in Appendix 1, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

5. EXEMPT DEVELOPMENT

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code **do apply** to this Local Government Area.

Clause 1.16(1)(b1)–(d) or 1.16A of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which exempt development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 2** for detail on what codes **may** or **may not** allow exempt development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. Despite any statement preventing the carrying out of exempt development in the Codes listed in Appendix 2, exempt development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether Council is aware that-

(a) an affected building notice is in force in relation to the land, or

NO

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

NO

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

(2) In this section:

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15

No Environmental Planning Instrument applying to the land provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act.

8. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment.

The land is not affected by any road widening or road realignment under:
(a) Division 2 of Part 3 of the Roads Act 1993, or
(b) any environmental planning instrument, or
(c) any resolution of Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS
(1) Whether or not the land or part of the land is within the flood planning area and subject to flood related development controls –NO
(2) Whether or not the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls –NO
(3) In this clause-
flood planning area has the same meaning as in the Flood Risk Management Manual.
Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS
Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(i) landslip - NO
(ii) bush fire - NO
(iii) tidal inundation - NO
(iv) subsidence - NO
(v) acid sulphate soil - NO
(vi) contamination – NO
(vii) aircraft noise – NO
(viii) salinity – NO
(ix) coastal hazards – NO
(x) sea level rise – NO
(xi) any other risk (other than flooding) - NO

Note*: The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.*

Adopted policy *means a policy adopted by the council, or by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.*

11. BUSH FIRE PRONE LAND
Is any part of the land designated as bush fire prone land by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act?

NO

12. LOOSE-FILL ASBESTOS INSULATION
The land does NOT include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

13. MINE SUBSIDENCE
The land is not declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. PAPER SUBDIVISION INFORMATION

(1) The name of a development plan adopted by a relevant authority that—

(a) applies to the land, or

(b) is proposed to be subject to a ballot. NIL

(2) The date of a subdivision order that applies to the land. NIL

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

Note: City of Ryde does not hold any paper subdivision within the meaning of this section.

15. PROPERTY VEGETATION PLANS

The land is not subject to an approved property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (that Council has been notified of).

16. BIODIVERSITY STEWARDSHIP SITES

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (that Council has been notified of).

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016.*

17. BIODIVERSITY CERTIFIED LAND

This land is not biodiversity certified land Under Part 8 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016.*

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if council has been notified of the order).

NO

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

NO

Note. Existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. WESTERN SYDNEY AEROTROPOLIS

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

(b) shown on the Lighting Intensity and Wind Shear Map, or

(c) shown on the Obstacle Limitation Surface Map, or
(d) in the "public safety area" on the Public Safety Area Map, or
(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

NO

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING
There are no conditions of development consent granted after 11 October 2007 in relation to the land that are of the kind set out in the State Environmental Planning Policy (Housing) 2021, Section 88(2), Chapter 3, Part 5.

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING
(1) There is no current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, that Council is aware of, in relation to proposed development on the land.

(2) There are no conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Housing) 2021, section 21(1) or 40(1), Chapter 2, Part 2, Division 1 or 5.

(3) There are no conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Housing) 2009, clause 17(1) or 38(1).

Note. ***Former site compatibility certificate*** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009.*

23. WATER OR SEWERAGE SERVICES
If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

NO

Note- A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services
under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

24. SPECIAL ENTERTAINMENT PRECINCTS
Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

NO

25. INTERIM DEVELOPMENT IN FUTURE INFRASTRUCTURE CORRIDORS
If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

NO

Note. The following matters are prescribed by section 59(2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which this certificate relates IS NOT significantly contaminated land.
(b) The land to which this certificate relates IS NOT subject to a management order.
(c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
(d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
(e) The land to which this certificate relates IS subject of a site audit statement.

Note. *(i) Pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, the City of Ryde may provide advice on additional matters affecting the land of which it may be aware. You are advised that information on either heritage, endangered or adequately conserved bushland, Master Plans or other relevant matters, applies to the land and is available on the s10.7(5) Certificate for the land*.

(ii) s10.7(5) Certificates under the Environmental Planning and Assessment Act 1979, contain all the information under s10.7(2) and as such, an application and fee for a combined s10.7 certificate must be applied for.

Note*: The information in this certificate is current as of the date of the certificate.*



Wayne Rylands
Chief Executive Officer

Appendix 1 – Complying Development

Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code.

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4) and 1.18(1)(c3) complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the *Wilderness Act 1987*) (See 1.17A(1)(c))	NO
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the *Heritage Act 1977* or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO

Housing Code, Low Rise Housing Diversity Code, the Pattern Book Development Code and Industrial and Business Building Code

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the *Wilderness Act 1987*)	NO

(See 1.17A(1)(c))	
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the *Heritage Act 1977* or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO
1.19 Land on which complying development may not be carried out	
To be complying development specified for the Housing Code, Low Rise Housing Diversity Code, the Pattern Book Development Code and Industrial and Business Building Code the development must not be carried out on:	
Land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool (See 1.19(1)(a)). However, any complying development under the Industrial and Business Building Code must not be carried out on land within a heritage conservation area or a draft heritage conservation area (See 1.19(5)(a)).	NO
Land that is reserved for a public purpose by an environmental planning instrument (See 1.19(1)(b) and 1.19(5)(b))	NO
Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2 (See 1.19(1)(c) and 1.19(5)(c))	NO
Land that is significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997* (see 1.19(1)(c1) and 1.19(5)(d))	NO
Land identified by an environmental planning instrument as being: (i) within a buffer area, or (ii) within a river front area, or (iii) within an ecologically sensitive area, or (iv) environmentally sensitive land, or	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property

(v) within a protected area. (See 1.19(1)(e) and 1.19(5)(f))	
Land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by: (i) a coastline hazard, or (ii) a coastal hazard, or (iii) a coastal erosion hazard. (see 1.19(1)(f) and 1.19(5)(g))	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property
Land in a foreshore area (see 1.19(1)(g) and 1.19(5)(h))	NO
(3A) Development specified in the Low Rise Housing Diversity Code or the Pattern Book Development Code is not complying development under that code if it is carried out on land on which there is a heritage item or a draft heritage item.	NO

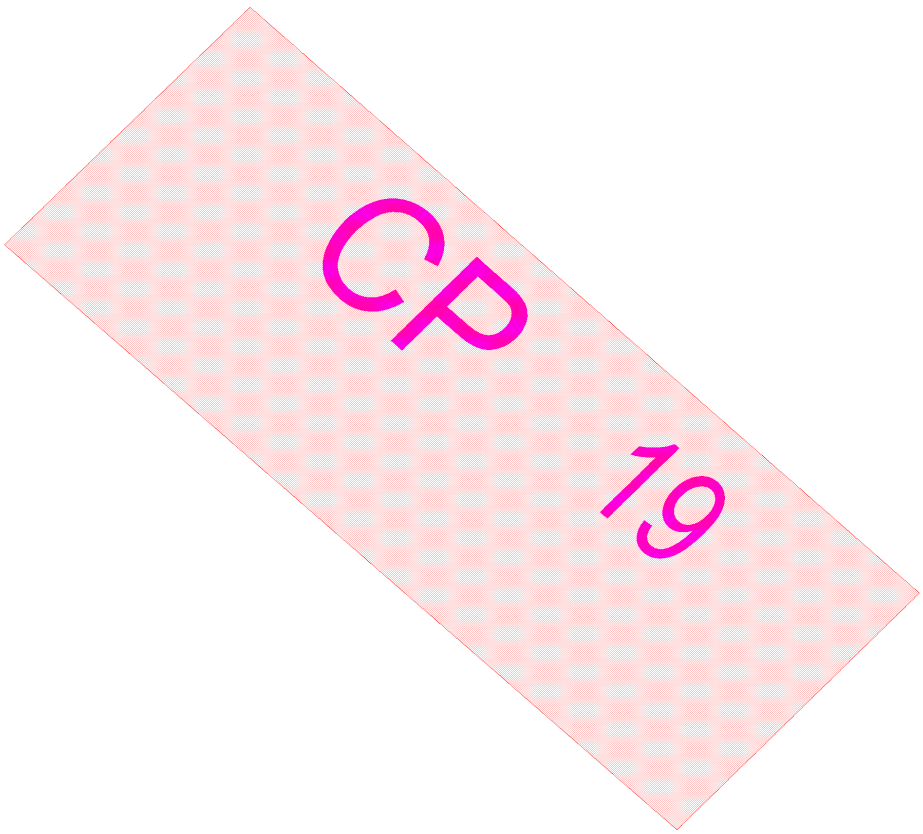
Appendix 2 – Exempt Development

If any of the following statements are **YES** in response to the provisions of Clause 1.16(1)(b1)–(d), exempt development **may not** be carried out on land under the Policy.

1.16 (1) (b1)-(d) General requirements for exempt development	
To be exempt development for the purposes of this Policy, the development must not be carried out on land that is:	
a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and	NO
or is part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and	NO
or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act, and	NO
described or otherwise identified on a map specified in Schedule 4.	NO

Service Location Print

Application Number: 8005070284



Document generated at 05-03-2026 08:02:22 AM

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

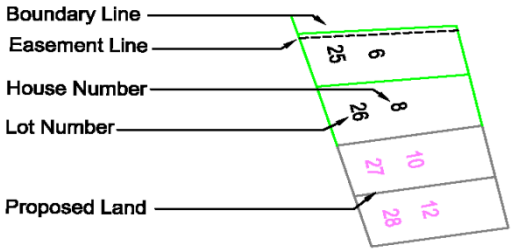
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

5 March 2026

Infotrack Pty Limited

Reference number: **8005070285**

Property address: **U 1203/19 Halifax St Macquarie Park NSW 2113**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (*Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
    (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

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(d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

(h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

17. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18.
(a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?

19. In relation to any swimming pool on the Property or the common property:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

20.
(a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
(b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any rights appurtenant to them?
(c) Is the vendor aware of:
  (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  (iii) any latent defects in them?
(d) Has the vendor any notice or knowledge of them being affected by the following:
  (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?

(iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.

(iv) any realignment or proposed realignment of any road adjoining them?

(v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?

(e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

22.

(a) If a licence benefits the Property please provide a copy and indicate:

(i) whether there are any existing breaches by any party to it;

(ii) whether there are any matters in dispute; and

(ii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:

(i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;

(ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.

24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.

25. Are there any:

(a) orders of the Tribunal;

(b) notices of or investigations by the Owners Corporation;

(c) notices or orders issued by any Court; or

(d) notices or orders issued by the Council or any public authority or water authority,

affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.

26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.

27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?

28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:

(a) a collective sale of the strata scheme; or

(b) a redevelopment of the strata scheme (including a strata renewal proposal)?

If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?

30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?

31. If the Property includes a utility lot, please specify the restrictions.

32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?

33. Has an appointment of a strata managing agent and/or a building manager been made? If so:

(a) who has been appointed to each role;

(b) when does the term or each appointment expire; and

(c) what functions have been delegated to the strata managing agent and/or the building manager.

34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.

35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.

36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.

37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?

38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.

39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
    (a) insurances;
    (b) fire safety;
    (c) occupational health and safety;
    (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
    (e) the preparation and review of the 10 year plan for the capital works fund; and
    (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

46. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
    (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
    (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
    (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
    (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.