

26 The Lanes,  
Kirkham NSW 2570

Draft Contract

**McGrath**

## Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>McGrath Real Estate - Liverpool</b> <b>265B Macquarie Street, Liverpool, NSW 2170</b>	<b>Phone: 02 9824 1100</b> <b>Fax: 02 9824 1120</b> <b>Ref: Daniela Mancuso</b>
co-agent		
vendor	<b>Lidija Augustinas</b> <b>26 The Lanes, Kirkham, NSW 2570</b>	
vendor's solicitor	<b>Donna Fuchs Conveyancing</b> <b>Suite 21a, 171-179 Queen Street, Campbelltown</b> <b>NSW 2560</b> <b>DX 5110 Campbelltown</b>	<b>Phone: (02) 4627 0056</b> <b>Email: enquiries@donnafuchs.com.au</b> <b>Fax: (02) 4627 0058</b> <b>Ref: DF:SL:20/4537</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>26 The Lanes, Kirkham, New South Wales 2570</b> <b>Registered Plan: Lot 26 Plan DP 270312</b> <b>Folio Identifier 26/270312</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
 GST of: \$

witness

purchaser     JOINT TENANTS     tenants in common     in unequal shares

witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3) NO  yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

**Electronic transaction** (clause 30) no  YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO  yes

GST: Taxable supply

 NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

 NO  yes

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

## List of Documents

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

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

Macarthur Strata Pty Ltd  
 PO Box 205, NARELLAN NSW 2567 Phone: 02 4647 2400

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

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

## 2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

**6 Error or misdescription**

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

**7 Claims by purchaser**

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

**8 Vendor's rights and obligations**

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* 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 *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant – to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositor* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- ## 21 Time limits in these provisions
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

## 25 Qualified title, limited title and old system title

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

## 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

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

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the parties must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the parties otherwise agree;
- 30.4.4 a party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one party to another party in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that party at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the party required to serve it.
- 30.5 Normally, the vendor must within 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;   |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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## **Special condition**

### **Conditions of sale by auction**

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

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
  - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
  - (c) The highest bidder is the purchaser, subject to any reserve price;
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
  - (f) A bidder is taken to be 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;
  - (g) A bid cannot be made or accepted after the fall of the hammer; and
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale and pay the agreed deposit, unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.
  
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
  - (b) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.

3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
  - (a) More than one vendor bid may be made to purchase interest of a co-owner;
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

## **SPECIAL CONDITIONS**

### **1. Deposit payable during cooling off period**

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in two instalments as follows:

- (i) On or before the date of this contract 0.25% of the agreed purchase price; and
- (ii) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

### **2. Discrepancy**

In the event of any conflict between these additional conditions and the clauses contained in the printed conditions to the Contract, then these additional conditions shall prevail.

### **3. Severability**

Should any one or more of these provisions or any part of them should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

### **4. Amendments to the Printed Form**

The printed form of Contract is amended as follows:-

- (a) Clause 3 is deleted;
- (b) Clause 7.1.1 is to be amended deleting "5%" and replacing it with "\$1.00";
- (c) Clause 8.1 is amended by deleting the words "on reasonable" grounds;
- (d) Clause 14.4.2 is deleted;
- (e) Clause 16.6 is amended by the addition of the wording "provided that the uncleared certificate is served at least 10 days prior to the date of settlement otherwise the purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement."
- (f) Clause 16.8 is deleted;
- (g) Clause 16.12 is deleted;
- (h) Clause 18 is amended by the addition of:-  
"18.8 The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."

### **5. Adjustments**

The parties agree to adjust the usual outgoings and all amounts pursuant to this contract on completion, however, if any amount is incorrectly calculated, adjusted or overlooked the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

### **6. 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. The party that issues the Notice to Complete can at any time, prior to the expiration of the Notice, revoke or vary the Notice and re-issue another one at any time.

If the Vendor issues a Notice to Complete, then the purchaser must pay to the vendor on completion the costs of the Notice to Complete served on the Purchasers assessed and

agreed at an amount of \$220.00 (incl GST) and payment of that amount is deemed to be an essential term of this Contract.

**7. Death or incapacity**

Should either party die or become mentally ill, or being a company be wound up or placed into receivership or official management prior to completion of this Contract, then either party may by written notice to the other rescind this contract and the provisions of clause 19 shall apply.

**8. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property:

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

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

**9. Late completion**

In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

**10. 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.

**11. Release of deposit for payment of a deposit and stamp duty**

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

**12. Deposit bond**

The parties agree that in the event the Purchaser requests to use a deposit bond, a deposit bond will be accepted provided the deposit bond:

- (a) is underwritten by **QBE Insurance (Australia) Ltd**;
- (b) is for an amount equal to the 10% Deposit or the balance of the 10% Deposit in accordance with the Contract;
- (c) must be valid for the period of the Contract;
- (d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
- (e) contains the name of the Purchaser and makes reference to the Contract and the sale of the property.

There are several agents who are able to provide a deposit bond on behalf of QBE Insurance (Australia) Ltd, including **Deposit Assure Pty Ltd** ([www.depositassure.com.au](http://www.depositassure.com.au)).

**13. Particulars of Title**

Sufficient particulars of the vendor's title are contained in this Contract and the purchaser shall not require the vendor to provide any further statement of title.

**14. Warranties**

The Purchaser acknowledges that he or she has not relied on any statement, representation or warranty made by or on behalf of the Vendor whether express or implied as to the property, the neighbourhood in which the property is situated or adjoining properties, the suitability for any use or purpose of the property or any improvements erected thereon, the rights and privileges, if any, pertaining to the property and any matter having or which might have an effect beneficial or otherwise on the property and it is expressly acknowledged that this is the entire agreement between the parties.

**15. Swimming Pool**

If a swimming pool is included in the property, the purchaser must take the swimming pool and surrounds and fencing, if any, in its present state of repair. The vendor does not warrant that the swimming pool, if any, including any fencing, on the subject property complies with the requirements of the Local Government Act 1993 and/or the Environmental Planning and Assessment Act 1979 and the Swimming Pools Act 1992. The purchaser shall not be entitled to make any objection, requisition, delay settlement or claim for compensation in relation to any defect or fault in respect of these items or other safety measure in respect of the Swimming Pool or surrounding fence and/or gate.

**16. Service**

The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor or conveyance if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any case shall be deemed to be duly given or made, except where:-

(a) The time of dispatch is not before 5.00pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place:

OR

(b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

#### 17. **Reduced Deposit**

Notwithstanding any other provisions of this Contract, if:-

- i) the deposit agreed to be paid (or actually paid) by the Purchaser is less than ten percent (10%) of the purchase price; and
- ii) the vendor becomes entitled to forfeit the deposit actually paid;

the Purchaser will immediately upon demand pay the Vendor the difference between ten percent (10%) of the purchase price and the amount actually paid. The provisions of this condition are in addition to and not in substitution for the rights of the Vendor under Clause 9.3.2 of the contract.

#### 18. **Non-Compliance**

In the event that there is any pergola, carport or any other structures on the property which do not comply with the requirements of the local Council or any other competent authority, then the purchaser shall not raise any objection, make any requisition or claim compensation in respect of such non-compliance or because of failure or refusal of the local Council to issue a Building Certificate by reason of such non-compliance.

#### 19. **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 unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (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 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. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner 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.

#### 20. **PEXA**

The purchaser agrees that in the event that this matter is not completed through PEXA due to the purchaser, purchaser's mortgagee, or the purchaser's legal representative being

unable or unwilling to transact in PEXA, then the purchaser will make an adjustment on settlement in favour of the vendor for \$175.00 in payment of the vendor's additional legal costs for completing settlement manually in relation to same and is an essential term of this Agreement.

## **21. Sewerage Diagram**

The vendor warrants and the purchaser acknowledges that the diagram annexed to the contract may only disclose the sewer mains and this is the only diagram available for the property from Sydney Water at the date of this contract. The purchaser agrees to make no objection, requisition or claim for compensation in respect of any matter disclosed therein or ascertainable therefrom.

## **22. Section 66S**

- a) If this contract is exchanged subject to the provisions of Section 66S, then the vendor reserves the right to extend the completion date by the time that has expired under the cooling off period or the vendor may elect to maintain the completion date incorporated within the contract. This is an essential term of the contract and not negotiable;
- b) The vendor is to provide written notification within five (5) business days after the cooling off period has expired, if the completion date is to be extended and the length of time that extension will be, otherwise the date of the contract will remain as indicated. The vendor is not entitled to extend for any longer than the time expired under the cooling off period.
- c) The purchaser shall not make any claim for compensation or objection regarding same, nor shall the purchaser be entitled to rescind, delay or terminate this agreement as a consequence of the vendor electing to extend the completion date.

## **23. Requisitions on Title**

For the purpose of clause 5 of the standard terms, any requisitions about the property or title must be in the form of the attached Requisition on Title. No other form of requisitions may be served by the purchasers.

## **24. Settlement Default**

If the purchaser cancels settlement after appropriate arrangements have been made for completion to take place, the Purchaser must in addition to any other money payable in accordance with the terms of this contract, pay an amount of \$150.00 (plus GST) as an adjustment on completion for each cancellation.

## **25. FIRB APPROVAL**

The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to certain transactions do not apply to the purchaser in relation to this contract. If the purchaser breaches this warranty, whether deliberately or unintentionally, the purchaser will indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of this breach by the purchaser.

## **26. GUARANTEE AND INDEMNITY**

If the purchaser (and, if comprising more than one person, any one or more of them) is a company, then in consideration of the Vendor entering into this contract with the Purchaser, the directors of the Purchaser.....and.....  
**(“the Guarantors”)** hereby jointly and severally agree to guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by reason of any deemed waiver by the Vendor or by any means other than express waiver by the Vendor. Any rescission or termination of this contract will not waive any of the obligations arising pursuant to this clause. This guarantee and indemnity is an essential condition of this contract and is deemed to constitute a principal obligation between the Guarantors and the Vendor.

**27. Alteration to Contract**

Each party authorises its solicitor/conveyancer or any employee of that solicitor/conveyancer to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alteration shall be binding up the party deemed to have authorised the same and any annexure so added shall form part of this contract as if same had been annexed at the time of execution.

From.....Purchasers' Solicitor

To.....Vendors' Solicitor

Date:.....

**REQUISITIONS ON TITLE**

2008 EDITION

(To be used in conjunction with "Town Land" Requisitions of which requisition number 26 should be deleted as it is replaced by requisition number 36 in these requisitions.)

RE:.....Purchase From .....

Property:.....

(In these Requisitions the terms, "Vendors" and "Purchasers" should be read as expressing the appropriate number and gender including neuter gender and "the Act" means the Community Land Management Act 1989 and "Clause" and "Clauses" refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

REQUISITIONS	RESPONSE
1. Are the Vendors aware of any changes or proposed changes to:- (a) the by-laws of the community scheme? (b) the development contract? (c) the development statement? (d) the management statement?	
2. In accordance with Section 47 of the Act and Clauses 23.10 and 23.11, notice of interest (in duplicate) is enclosed to be signed by the Vendors and handed over at settlement.	
3. The Vendors should provide a certificate under Section 26(1)(b) of the Act at least 7 days before completion in accordance with Clause 23.13.	
4. In accordance with Clause 23.18, the Vendors should give notice of any Neighbourhood Association meeting which is convened before completion.	
5. Details should be given to the Managing Agent or Secretary of the Association. If a Managing Agent has been appointed, what powers, duties and authorities has he?	
6. The Purchasers reserve their right to rescind the contract under Clause 23.9.3 if before completion there is any change in the community scheme or a higher community scheme which substantially disadvantages the Purchasers.	
7. As far as the Vendors are aware, have all the provisions of the Management Statement been complied with? If not, please give details of any non-compliance.	
8. Please provide details of insurances effected by the Association for the purpose of the community scheme. Insurance premiums should be paid up-to-date for the current year of insurance.	
9. Is any future development within the community scheme intended? If so, please give full details. Will such future development, if proceeded with, affect the subject lot and the Purchasers' Rights and Liabilities as proprietors of the subject lot?	
10. Is there a Service Agreement in respect of the community scheme? If so, please provide a copy.	
11. Have the Vendors or the Association been served with an order under Section 124 of the Local Government Act 1993 by the Local Council in respect of the subject lot? If so, such order must be complied with prior to completion.	
12. Have any orders affecting the lot and/or Association property been made by an Adjudicator in the Consumer, Trader and Tenancy Tribunal? If so, please give details or provide a copy of any such orders.	
13. The Vendors are asked to provide a copy of the Minutes of the last meeting of the Association.	
14. On Completion, the Vendors should be recorded on the Association Roll as Proprietors of the subject lot and comply with Clauses 16.3 and 17.1.	
15. Where is the Association Roll held, for the purpose of inspection prior to completion in accordance with Clause 23.17? Alternatively, would the Vendors provide a copy of the relevant sheet indicating that they are in fact recorded as proprietors of the subject lot?	
16. If the Transfer is to be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Please provide written evidence of its non-revocation.	
17. (If GST is applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10.	
18. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive.	

REQUISITIONS	RESPONSE
19. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
20. Where is the certificate of title to the Association property held, for the purpose of inspection under Clause 23.17?	
21. Has any unanimous resolution been passed pursuant to Section 56 of the Act or are the Vendors aware of any proposal to pass such a resolution?	
22. Is the "initial period" still in existence or has it expired?	
23. Does the Association intend to purchase any additional property, to the Vendors' knowledge?	
24. Are the Vendors aware of any intention of the Association to obtain any easement for the benefit of Association property or the subject lot?	
25. Is the Association contemplating taking any proceedings against the developer in accordance with Section 57 of the Act?	
26. The Vendors must comply with Clauses 15, 16.1, 16.8, 16.12 and 17.1.	
27. Has the Association incurred, or is it intending to incur, any unusual expenses? If so, please give details. Clauses 23.5, 23.6 and 23.7 must be complied with.	
28. Have the Vendors any current legal liability to pay money to the Association? If so, such liability should be discharged before completion or, if appropriate, adjusted on completion.	
29. Have any by-laws been made under Section 54 of the Act? If so, please give details.	
30. Has the Management Statement been amended under Section 14 of the Act? If so, please furnish a copy of any such amendment.	
31. Has the Association complied with:- (a) relevant fire safety measures legislation? (b) relevant Occupational Health and Safety legislation?	
32. Has the Association done any work in accordance with Section 58 of the Act in respect of which it has a current claim on the Vendors? If so, please give details. Such claim should be satisfied before completion.	
33. Have the Vendors failed to observe the duties imposed on proprietors by section 61 of the Act? If so, in what respect(s) have they so failed? Is the Association taking any action in the matter?	
34. Have the Vendors been served with any notice under Section 13A of the Act? (a) if so, please furnish a copy. (b) Any such outstanding notice should be fully complied with before completion.	
35. Please furnish details of levies and any other moneys to be adjusted at settlement.	
36. If the Property is sold "off-the-plan":- (a) The Vendors must provide the Purchasers on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) evidence that a final Fire Safety Certificate has been issued for the building (v) evidence that the health and safety of the occupants of the building has been certified by a Principal Certifying Authority. (b) Has the Vendors complied fully with the local Council's Conditions of Development Consent in respect of the Community Scheme Subdivision which created the Lot? If not, the Vendors should do so before completion or else provide the Purchasers with an Undertaking signed by the Vendors (or in the case of a Company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004? (d) The Vendor must comply with Clause 28 before completion.	
37. The Purchasers reserve their contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in such clause arises before completion.	
38. The Vendors must provide at settlement a direction in accordance with clause 20.5.	

**DISCLAIMER**

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.....  
Solicitor for Vendor



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 26/270312

SEARCH DATE	TIME	EDITION NO	DATE
17/1/2020	4:11 PM	4	10/2/2016

LAND

LOT 26 IN COMMUNITY PLAN DP270312  
AT KIRKHAM  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP270312

FIRST SCHEDULE

LIDIJA AUGUSTINAS (T AK208225)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270312
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 DP1008458 EASEMENT FOR SERVICES 4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP270312 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 6 DP270312 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 7 DP270312 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

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Received: 17/01/2020 16:11:37



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270312

SEARCH DATE	TIME	EDITION NO	DATE
17/1/2020	4:12 PM	2	26/8/2015

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270312  
AT KIRKHAM  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP270312

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270312  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/O MACARTHUR STRATA P/L - DP270312  
SHOP 1, 296 CAMDEN VALLEY WAY  
NARELLAN 2567

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE  
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 3 DP1008458 EASEMENT FOR SERVICES 4 METRE(S) WIDE APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 4 DP270312 EASEMENT TO DRAIN WATER 4 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP270312 EASEMENT FOR PADMOUNT STATION 2.75 METRES WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 6 DP270312 EASEMENT FOR UNDERGROUND CABLES 1 METRE WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 7 DP270312 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP270312 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (6) IN THE S.88B INSTRUMENT
- 9 DP270312 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (7) IN THE S.88B INSTRUMENT
- 10 AJ760387 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY  
ACT, 1900

NOTATIONS

END OF PAGE 1 - CONTINUED OVER



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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FOLIO: 1/270312  
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PAGE 2

NOTATIONS (CONTINUED)  
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UNREGISTERED DEALINGS: NIL

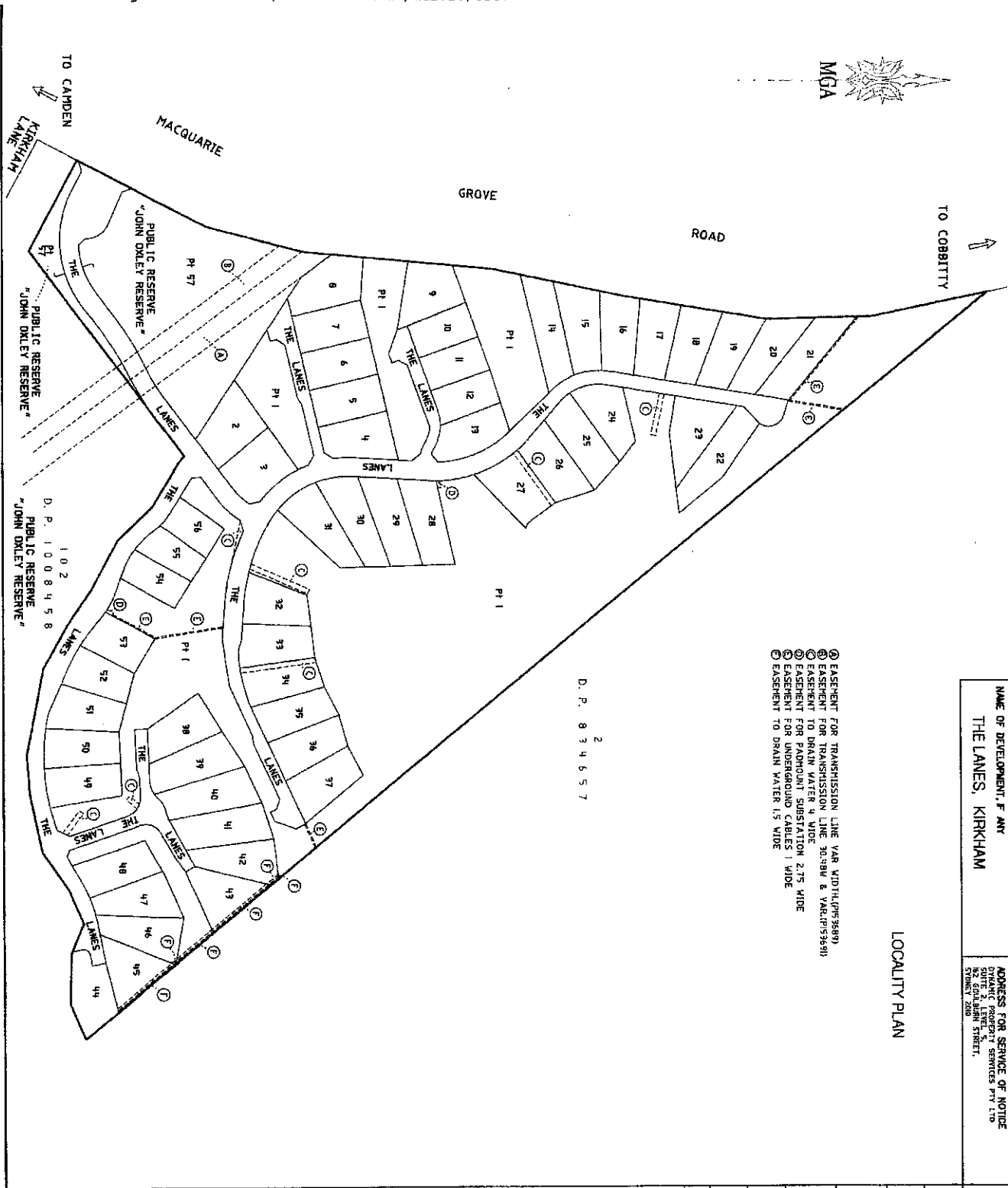
\*\*\* END OF SEARCH \*\*\*

20/4547

PRINTED ON 17/1/2020

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STREETING REFERENCE: 01000



NAME OF DEVELOPMENT, IF ANY  
**THE LANES, KIRKHAM**

ADDRESS FOR SERVICE OF NOTICE  
 DYNAMIC PROPERTY SERVICES PTY LTD  
 SUITE 2, LEVEL 5  
 275-281 JOHN STREET,  
 SYDNEY NSW 2000

LOCALITY PLAN

- ① EASTMENT FOR TRANSMISSION LINE VAR WIDTH (DP53689)
- ② EASTMENT TO DRAIN WATER 4 WIDE
- ③ EASTMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- ④ EASTMENT FOR UNDERGROUND CABLES 1 WIDE
- ⑤ EASTMENT TO DRAIN WATER 1.5 WIDE

D. P. 102  
 1 0 0 8 4 5 8

D. P. 2  
 8 3 4 6 5 7

DP270312

SHEET 1 OF 7 SHEETS

For reference to additional sheets see schedule below

Register ref: **f 24 9 2002**

This sheet is being continually updated to show the current subdivisional pattern of the scheme, or amended subdivisional and replacement sheets created and deposited under this plan.

Council's Approval No: **3212001**

Date: **21/01/2002**

General Manager/Authorised Person:

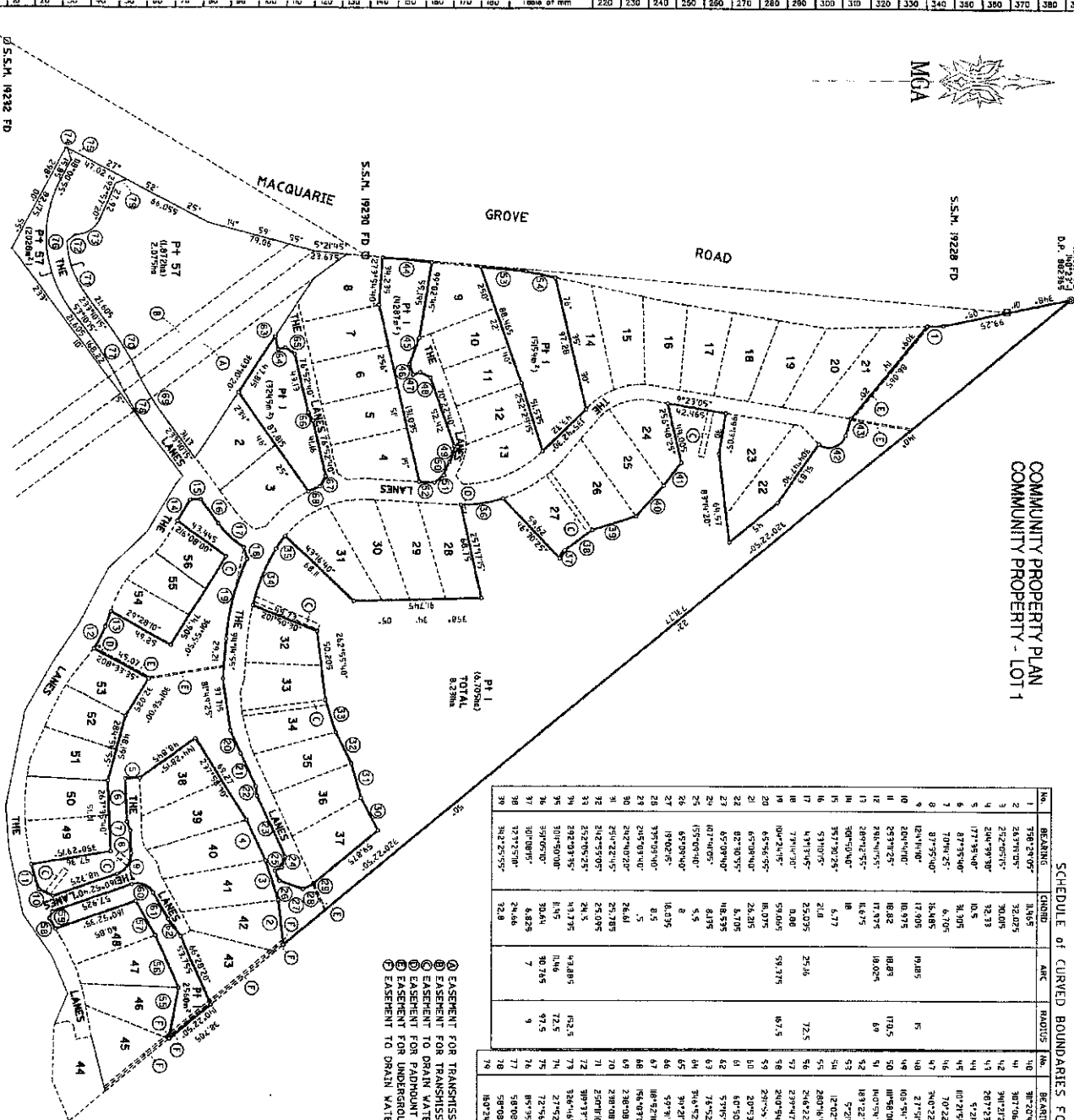
Surveyor's Signature: *Paul M. Kelly*

Date: **20/07/2002**

SCHEDULE OF CHANGES TO THE SCHEME

Lot No.	Details	Sheet No.



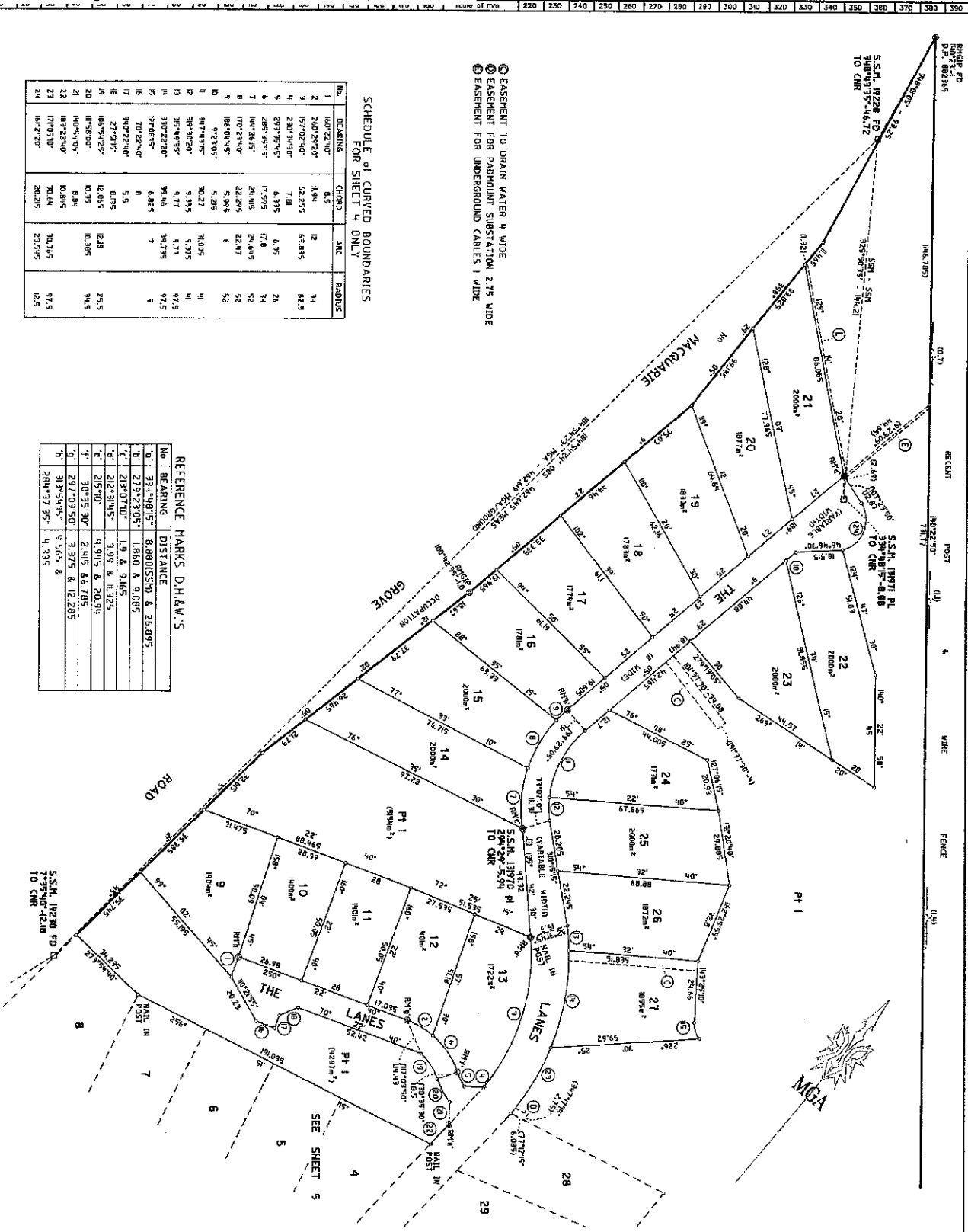


COMMUNITY PROPERTY PLAN  
COMMUNITY PROPERTY - LOT 1

SCHEDULE of CURVED BOUNDARIES FOR SHEET 3 ONLY

No.	BEARING	CHORD	ARC	RADIUS	BEARING	CHORD	ARC	RADIUS
1	95° 06' 05"	14.65			140	367.00	23.895	
2	245° 14' 05"	32.025			141	307.00	20.83	
3	212° 05' 10"	30.05			142	301.00	20.215	
4	204° 39' 30"	32.33			143	287.23	18.87	
5	177° 58' 40"	10.5			144	102.145	35.145	
6	87° 35' 40"	31.305			145	102.215	28.23	
7	70° 14' 25"	6.705			146	102.220	8	
8	87° 35' 40"	18.485			147	340.222	5.5	
9	125° 11' 40"	17.005			148	217.515	6.135	
10	204° 44' 10"	18.975			149	165.911	12.065	
11	239° 14' 25"	18.82			150	189.900	10.95	
12	248° 41' 55"	17.975			151	100.005	10.385	
13	288° 12' 55"	16.675			152	183.220	8.80	
14	308° 50' 40"	18			153	572.345	10.845	
15	357° 10' 25"	4.37			154	1272.005	12.415	
16	57° 10' 45"	25.035			155	280.840	37.44	
17	47° 17' 45"	25.035			156	246.422	16.935	
18	308° 21' 45"	50.685			157	239.470	28.575	
19	288° 12' 55"	8.28			158	240.940	6.415	
20	65° 58' 55"	50.685			159	231.550	7.28	
21	85° 30' 40"	26.815			160	400.500	16.72	
22	85° 30' 40"	6.705			161	575.00	15.715	
23	67° 41' 05"	18.575			162	716.520	9.45	
24	155° 09' 40"	8.175			163	310.215	8.135	
25	65° 08' 40"	8			164	597.875	6.705	
26	192° 02' 45"	16.035			165	188.820	8.96	
27	319° 09' 40"	8.5			166	156.970	8.71	
28	245° 09' 40"	26.81			167	230.080	12.815	
29	245° 09' 40"	25.785			168	230.080	14.6	
30	245° 09' 40"	25.035			169	230.080	14.595	
31	245° 09' 40"	24.5			170	230.080	14.585	
32	245° 09' 40"	24.5			171	230.080	14.575	
33	245° 09' 40"	24.5			172	230.080	14.565	
34	245° 09' 40"	24.5			173	230.080	14.555	
35	245° 09' 40"	24.5			174	230.080	14.545	
36	245° 09' 40"	24.5			175	230.080	14.535	
37	245° 09' 40"	24.5			176	230.080	14.525	
38	245° 09' 40"	24.5			177	230.080	14.515	
39	245° 09' 40"	24.5			178	230.080	14.505	
40	245° 09' 40"	24.5			179	230.080	14.495	
41	245° 09' 40"	24.5			180	230.080	14.485	
42	245° 09' 40"	24.5			181	230.080	14.475	
43	245° 09' 40"	24.5			182	230.080	14.465	
44	245° 09' 40"	24.5			183	230.080	14.455	
45	245° 09' 40"	24.5			184	230.080	14.445	
46	245° 09' 40"	24.5			185	230.080	14.435	
47	245° 09' 40"	24.5			186	230.080	14.425	
48	245° 09' 40"	24.5			187	230.080	14.415	
49	245° 09' 40"	24.5			188	230.080	14.405	
50	245° 09' 40"	24.5			189	230.080	14.395	
51	245° 09' 40"	24.5			190	230.080	14.385	
52	245° 09' 40"	24.5			191	230.080	14.375	
53	245° 09' 40"	24.5			192	230.080	14.365	
54	245° 09' 40"	24.5			193	230.080	14.355	
55	245° 09' 40"	24.5			194	230.080	14.345	
56	245° 09' 40"	24.5			195	230.080	14.335	
57	245° 09' 40"	24.5			196	230.080	14.325	
58	245° 09' 40"	24.5			197	230.080	14.315	
59	245° 09' 40"	24.5			198	230.080	14.305	
60	245° 09' 40"	24.5			199	230.080	14.295	
61	245° 09' 40"	24.5			200	230.080	14.285	
62	245° 09' 40"	24.5			201	230.080	14.275	
63	245° 09' 40"	24.5			202	230.080	14.265	
64	245° 09' 40"	24.5			203	230.080	14.255	
65	245° 09' 40"	24.5			204	230.080	14.245	
66	245° 09' 40"	24.5			205	230.080	14.235	
67	245° 09' 40"	24.5			206	230.080	14.225	
68	245° 09' 40"	24.5			207	230.080	14.215	
69	245° 09' 40"	24.5			208	230.080	14.205	
70	245° 09' 40"	24.5			209	230.080	14.195	
71	245° 09' 40"	24.5			210	230.080	14.185	
72	245° 09' 40"	24.5			211	230.080	14.175	
73	245° 09' 40"	24.5			212	230.080	14.165	
74	245° 09' 40"	24.5			213	230.080	14.155	
75	245° 09' 40"	24.5			214	230.080	14.145	
76	245° 09' 40"	24.5			215	230.080	14.135	
77	245° 09' 40"	24.5			216	230.080	14.125	
78	245° 09' 40"	24.5			217	230.080	14.115	
79	245° 09' 40"	24.5			218	230.080	14.105	
80	245° 09' 40"	24.5			219	230.080	14.095	
81	245° 09' 40"	24.5			220	230.080	14.085	
82	245° 09' 40"	24.5			221	230.080	14.075	
83	245° 09' 40"	24.5			222	230.080	14.065	
84	245° 09' 40"	24.5			223	230.080	14.055	
85	245° 09' 40"	24.5			224	230.080	14.045	
86	245° 09' 40"	24.5			225	230.080	14.035	
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89	245° 09' 40"	24.5			228	230.080	14.005	
90	245° 09' 40"	24.5			229	230.080	13.995	
91	245° 09' 40"	24.5			230	230.080	13.985	
92	245° 09' 40"	24.5			231	230.080	13.975	
93	245° 09' 40"	24.5			232	230.080	13.965	
94	245° 09' 40"	24.5			233	230.080	13.955	
95	245° 09' 40"	24.5			234	230.080	13.945	
96	245° 09' 40"	24.5			235	230.080	13.935	
97	245° 09' 40"	24.5			236	230.080	13.925	
98	245° 09' 40"	24.5			237	230.080	13.915	
99	245° 09' 40"	24.5			238	230.080	13.905	
100	245° 09' 40"	24.5			239	230.080	13.895	
101	245° 09' 40"	24.5			240	230.080	13.885	
102	245° 09' 40"	24.5			241	230.080	13.875	
103	245° 09' 40"	24.5			242	230.080	13.865	
104	245° 09' 40"	24.5			243	230.080	13.855	
105	245° 09' 40"	24.5			244	230.080	13.845	
106	245° 09' 40"	24.5			245	230.080	13.835	
107	245° 09' 40"	24.5			246	230.080	13.825	
108	245° 09' 40"	24.5			247	230.080	13.815	
109	245° 09' 40"	24.5			248	230.080	13.805	
110	245° 09' 40"	24.5			249	230.080	13.795	
111	245° 09' 40"	24.5			250	230.080	13.785	
112	245° 09' 40"	24.5			251	230.080	13.775	
113	245° 09' 40"	24.5			252	230.080	13.765	
114	245° 09' 40"	24.5			253	230.080	13.755	
115	245° 09' 40"	24.5			254	230.080	13.745	
116	245° 09' 40"	24.5			255	230.080	13.735	
117	245° 09' 40"	24.5			256	230.080	13.725	
118	245° 09' 40"	24.5			257	230.080	13.715	
119	245° 09' 40"	24.5			258	230.080	13.705	
120	245° 09' 40"	24.5			259	230.080	13.695	
121	245° 09' 40"	24.5			260	230.080	13.685	
122	245° 09' 40"	24.5			261	230.080	13.675	
123	245° 09' 40"	24.5			262	230.080	13.665	
124	245° 09' 40"	24.5			263	230.080	13.655	
125	245° 09' 40"	24.5			264	230.080	13.645	
126	245° 09' 40"	24.5			265	230.080	13.635	
127	245° 09' 40"	24.5			266	230.080	13.625	
128	245° 09' 40"	24.5			267	230.080	13.615	
129	245° 09' 40"	24.5			268	230.080	13.605	
130	245° 09' 40"	24.5			269	230.080	13.595	
131	245° 09' 40"	24.5			270	230.080	13.585	
132	245° 09' 40"	24.5			271	230.080	13.575	
133	245° 09' 40"	24.5			272	230.080	13.565	
134	245° 09' 40"	24.5			273	230.080	13.555	
135	245° 09' 40"	24.5			274	230.080	13.545	
136	245° 09' 40"	24.5			275	230.080	13.535	
137	245° 09' 40"	24.5			276	230.080	13.525	
138	245° 09' 40"	24.5			277	230.080	13.515	
139	245° 09' 40"	24.5			278	230.080	13.505	
140	245° 09' 40"	24.5			279	230.080	13.495	
141	245° 09' 40"	24.5			280	230.080	13.485	
142	245° 09' 40"	24.5			281	230.080	13.475	
143	245° 09' 40"	24.5			282	230.080	13.465	
144	245° 09' 40"	24.5			283	230.080	13.455	
145	245° 09' 40"	24.5			284	230.080	13.445	
146	245° 09' 40"	24.5			285	230.080	13.435	
147	245° 09' 40"	24.5		</				

PLAN FORM 3 To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



SCHEDULE of CURVED BOUNDARIES FOR SHEET 4 ONLY

No.	BEARING	CHORD	ARC	RADIUS
1	140°22'40"	6.5	12	82.5
2	240°24'20"	16.41	12	82.5
3	157°02'40"	52.255	63.835	82.5
4	230°51'40"	7.81	6.35	26
5	203°35'45"	6.335	17.8	34
6	288°33'45"	17.595	24.415	52
7	144°28'45"	24.415	22.47	52
8	110°28'45"	5.295	6	52
9	188°04'57"	5.295	6	52
10	9°23'05"	10.27	14.095	51
11	310°44'30"	8.255	9.275	51
12	35°40'35"	4.71	5.71	51.5
13	310°22'20"	79.46	34.735	97.5
14	17°08'57"	6.825	7	97.5
15	70°22'40"	8	12.8	25.5
16	27°59'55"	6.195	12.8	25.5
17	106°54'25"	12.035	10.385	34.5
18	10°39'30"	10.385	10.385	34.5
19	140°51'05"	10.385	10.385	34.5
20	140°51'05"	10.385	10.385	34.5
21	140°51'05"	10.385	10.385	34.5
22	140°51'05"	10.385	10.385	34.5
23	140°51'05"	10.385	10.385	34.5
24	140°51'05"	10.385	10.385	34.5

REFERENCE MARKS D.H.&W.S.

No	BEARING	DISTANCE
a	334°48'15"	8.8805570 & 26.8975
b	279°23'05"	8.860 & 9.085
c	218°07'10"	1.9 & 9.165
d	212°31'45"	3.99 & 11.325
e	215°40"	4.915 & 20.34
f	30°35'30"	2.415 & 12.285
g	297°03'50"	3.375 & 12.285
h	319°54'15"	9.565 & 4.335
i	284°37'35"	4.335

DP270312

Registered 24.9.2002

Deed M. W. [Signature]

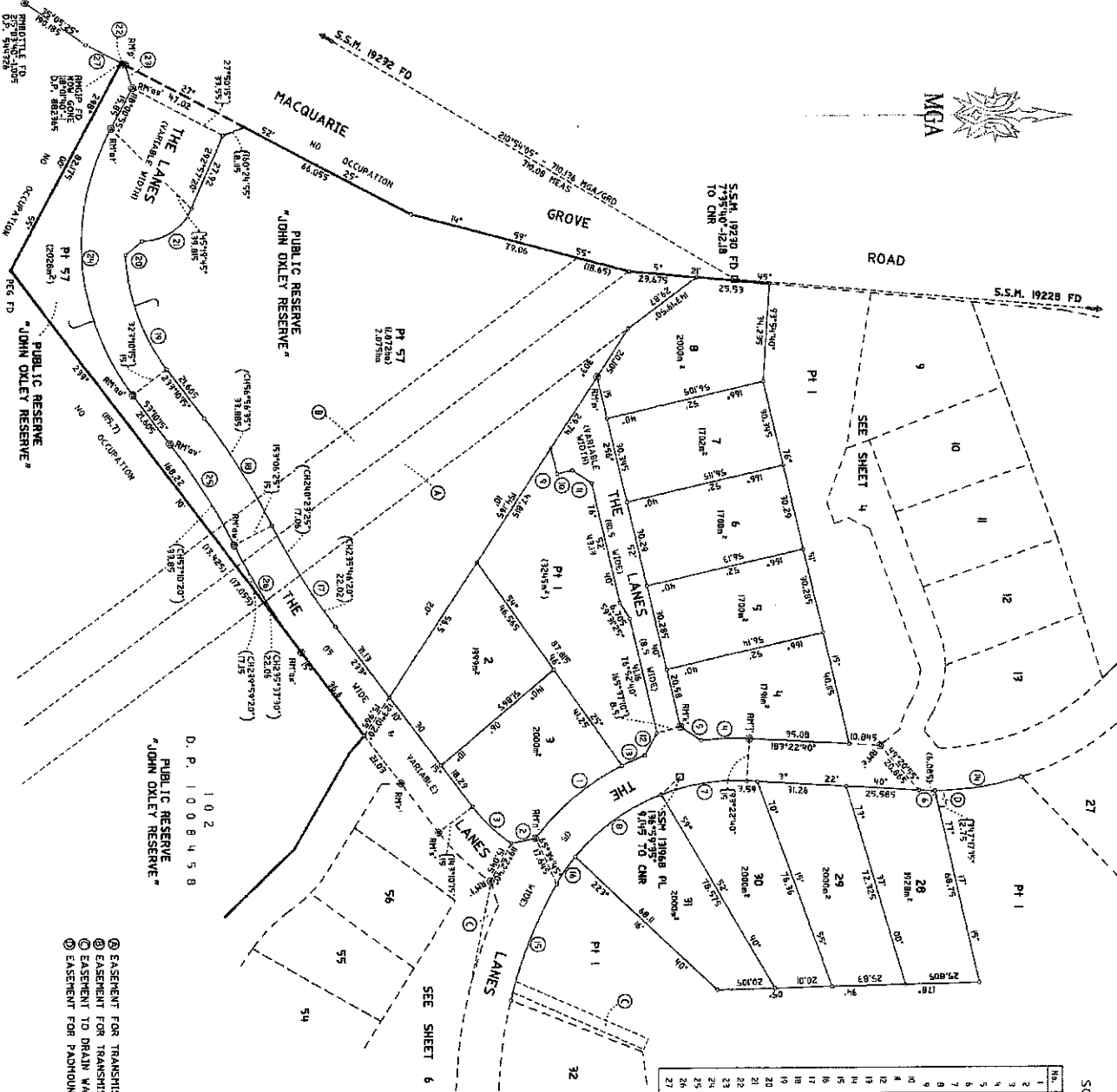
For use where space is restricted in any particular Form 2.

Scale 1:1000  
 Surveyor's Reference: 01:100

PLAN FORM 3

To be used in conjunction with Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE of CURVED BOUNDARIES FOR SHEET 5 ONLY

NO.	BEARING	CHORD	ARC	RADIUS
1	348°05'45"	93.875	40.025	87.5
2	068°19'30"	8.795	16.97	57.5
3	223°54'25"	10.245	18.865	67.5
4	177°39'20"	16.84	31.74	102.5
5	273°37'45"	8.74	5.59	37.5
6	195°10'	5.59	30.45	102.5
7	348°05'45"	93.875	40.025	87.5
8	126°15'30"	17.275	37.7	122.5
9	165°24'40"	9.45	18.865	67.5
10	348°05'45"	93.875	40.025	87.5
11	185°22'10"	8.975	17.74	62.5
12	156°07'10"	8.71	30.765	102.5
13	171°05'10"	30.84	49.885	172.5
14	292°33'35"	4.375	42.075	242.5
15	304°40'00"	4.6	44.655	257.5
16	238°08'20"	4.6	44.655	257.5
17	238°08'20"	4.6	44.655	257.5
18	238°08'20"	4.6	44.655	257.5
19	240°11'10"	42.13	93.08	322.5
20	318°13'35"	7.675	15.175	52.5
21	328°44'10"	20.7	42.075	242.5
22	271°42'25"	1.5	87.5	352.5
23	127°56'10"	8.975	17.74	62.5
24	65°19'35"	43.825	99.03	342.5
25	58°08'20"	42	122.085	402.5
26	58°08'20"	42	122.085	402.5
27	207°52'28"	13.89	29.55	102.5

REFERENCE MARKS D.H.W.S.

NO.	BEARING	DISTANCE
1	215°10'	4.945 & 20.94
2	273°22'40"	3.815 & 11.050
3	345°37'10"	2.370 & 5.045
4	269°10'30"	11.550
5	205°40'15"	13.685
6	245°34'45"	4.290 & 12.915
7	207°52'25"	9.48 & 18.44
8	207°50'20"	3.805 & 12.05
9	225°19'45"	4.03 & 11.24
10	143°10'15"	3.62 & 11.005
11	143°10'15"	3.62 & 11.005
12	153°10'15"	3.75 & 10.975
13	153°10'15"	3.86 & 11.045
14	156°20'25"	3.940 & 11.325
15	143°10'15"	3.8 & 11.075
16	143°22'40"	3.905 & 11.575

- ⓐ EASEMENT FOR TRANSMISSION LINE VAR WIDTH (P1933689)
- ⓑ EASEMENT FOR TRANSMISSION LINE 30.40M & VAR (P1933690)
- ⓒ EASEMENT TO DRAIN WATER 4 MIDE
- ⓓ EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE

D.P. 1008458  
102  
PUBLIC RESERVE  
"JOHN OULEY RESERVE"

Plan Drawing only to appear in this space

DP270312

Registered 24-9-2002

24-9-2002

*Paul M. Day*

Registered under Survey Act 1958  
This is sheet 5 of the plan of 102  
as shown on the plan of 102  
as shown on the plan of 102  
as shown on the plan of 102

From the source of information in my possession from Form 2.

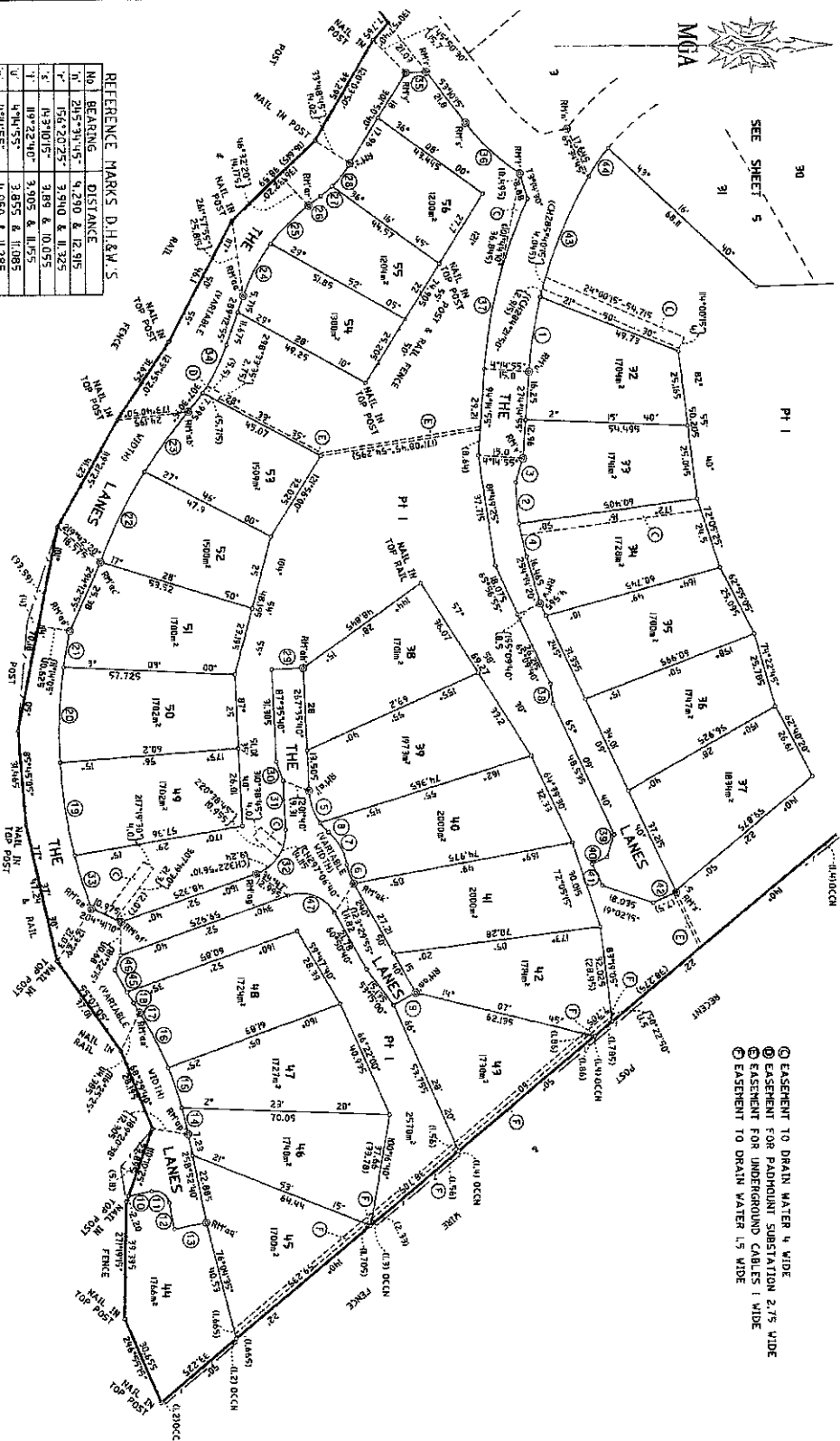
Reduction Ratio 1:1000

Surveyors Reference: 01100

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



REFERENCE MARKS D.H.W.'S

No.	BEARING	DISTANCE
N.	285°30'45"	9.290 & 12.915
N.	156°20'25"	3.940 & 11.325
N.	163°01'05"	3.886 & 10.055
N.	103°22'40"	3.905 & 11.055
U.	4°41'55"	3.855 & 11.085
V.	4°44'55"	4.050 & 11.285
W.	335°09'40"	2.085 & 6.090
X.	43°10'45"	5.315 & 21.165
Y.	4°59'30"	3.645 & 11.75
Z.	3°48'55"	3.975 & 11.05
aa.	34°45'10"	4.440 & 12.685
ab.	35°40'50"	5.595 & 15.750
ac.	39°42'20"	4.370 & 11.965
ad.	34°34'05"	1.915 & 10.325
ae.	303°29'00"	2.150 & 9.480
af.	271°26'	1.885 & 8.820
ag.	38°44'7"	1.385 & 9.26
ah.	303°45'	4.1 & 10.52
ai.	271°10'	2.51 & 6.82
aj.	303°29'55"	3.12 & 7.06
ak.	25°51'00"	4.195 & 12.375
al.	236°25'20"	2.81 & 10.325
am.	8°04'40"	2.545 & 7.055
an.	28°10'	3.85 & 11.1
ao.	145°52'40"	3.265 & 11.8

SCHEDULE OF CURVED BOUNDARIES FOR SHEET 6 ONLY

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	219°00'55"	26.395	25.145	62.5	18	238°24'00"	3.885	4.24	11.75	34	259°16'55"	10.88	10.87	10.5
2	249°20'35"	6.5	6.41	94.75	19	238°09'40"	6.575	6.98	17.05	35	268°44'55"	17.975	18.025	17.5
3	287°40'35"	8.365	8.315	94.75	20	237°24'40"	12.59	12.94	17.05	36	267°30'25"	6.71	6.71	12.5
4	257°56'20"	11.765	11.47	120.5	21	219°56'45"	12.515	12.86	17.05	37	267°30'25"	25.035	25.11	25.11
5	239°08'45"	14.855	14.47	120.5	22	219°56'45"	12.515	12.86	17.05	38	267°30'25"	6.705	6.705	12.5
6	239°08'45"	14.855	14.47	120.5	23	246°24'55"	33.94	34.16	16.7	39	107°44'05"	8.195	8.195	8.75
7	240°28'50"	12.78	12.78	120.5	24	246°24'55"	24.975	25.23	16.7	40	82°48'55"	6.705	6.705	7.25
8	228°42'30"	4.9	4.2	20	25	249°41'00"	19.42	20	16.7	41	65°09'40"	5.5	5.5	5.5
9	330°50'40"	6.5	6.5	20	26	311°47'35"	18.95	18.81	6.5	42	65°09'40"	8	8	8
10	340°52'40"	7.94	7.05	5	27	322°48'35"	5.22	5	4.2	43	232°07'35"	9.3795	9.3795	62.5
11	37°52'40"	7.07	7.07	5	28	308°44'45"	4.985	4.985	4.0	44	232°07'35"	11.45	11.45	72.5
12	78°52'40"	9.1	9.1	5	29	308°44'45"	4.985	4.985	4.0	45	240°54'00"	6.445	6.445	11.75
13	348°24'40"	11.215	11.215	20	30	270°14'00"	10.5	10.5	4.0	46	240°54'00"	7.88	7.88	11.75
14	354°44'40"	14.215	14.215	20	31	270°14'00"	10.5	10.5	4.0	47	280°53'45"	16.72	16.72	19
15	359°23'35"	20.07	20.07	20	32	121°14'00"	17.905	18.85	15					

- ① EASEMENT TO DRAIN WATER 4 WIDE
- ② EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- ③ EASEMENT FOR UNDERGROUND CABLES 1 WIDE
- ④ EASEMENT TO DRAIN WATER 1.5 WIDE

DP270312

Registered: 24.9.2002

This is a plan in Form 3  
 dated 20/07/2002

Registered: 24.9.2002  
 This is a plan in Form 3  
 dated 20/07/2002

For use where shown to be satisfied in any particular Plan Form 3

Scale: 1:1000

Plan Drawing only to appear in this space

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE of UNIT ENTITLEMENT

No.	UNIT ENTITLEMENT	SUBDIVISION	No.	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		32	19	
2			33	20	
3			34	20	
4			35	20	
5			36	20	
6			37	20	
7			38	18	
8			39	18	
9			40	18	
10			41	18	
11			42	18	
12			43	18	
13			44	18	
14			45	17	
15			46	18	
16			47	19	
17			48	18	
18			49	19	
19			50	19	
20			51	19	
21			52	19	
22			53	19	
23			54	18	
24			55	18	
25			56	18	
26					
27					
28					
29					
30					
31					
			TOTAL	996	

DP270312

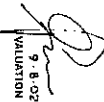
Registered 24.9.2002  
 This is sheet 7 of my plan in Form 2  
 and 80/01/2002

*Paul M. Kelly*  
 Signature of the person who prepared the plan  
 This is sheet 7 of my plan of 7  
 acres covered by my certificate of title  
 of 2002

For use where there is a subdivision in any particular Part  
 Form 2

THIS SHEET SHOWS AN INITIAL SCHEDULE OF  
 UNIT ENTITLEMENTS FOR THE COMMUNITY  
 SCHEME WHICH IS LIABLE TO BE ALTERED  
 AS THE SCHEME IS DEVELOPED OR ON  
 APPLICATION OF THE SCHEME IN ACCORDANCE  
 WITH THE PROVISIONS OF THE COMMUNITY  
 LAND DEVELOPMENT ACT, 1989  
 SUBSEQUENT CHANGES WILL BE RECORDED  
 ON A REPLACEMENT SHEET OF THIS PLAN  
 WHICH WILL BE NUMBERED SHEET \* 7A, 7b  
 ETC. AS THE CIRCUMSTANCES REQUIRE

COMMUNITY LAND DEVELOPMENT  
 ACT 1989  
 VALUERS CERTIFICATE  
 I HEREBY CERTIFY THAT THE VALUATIONS  
 SHOWN ON THIS SHEET ARE BASED  
 UPON VALUATIONS MADE BY ME ON

SIGNATURE :  
  
 9 - 8 - 02  
 VALUATION N° 2637

Plan Drawing only to appear in this space

# DP270312

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

Lengths are in metres

(Sheet 1 of 7 Sheets)

PLAN

Plan of Subdivision of  
Lot 3 in DP 882365

Full name and address of  
Proprietor of the land

Vinegar Hill Pty Ltd  
Suite 605, Level 6  
Edgecliff Centre  
203-233 New South Head Road  
EDGECLIFF NSW 2027

## PART 1

1. Identity of easement firstly referred to  
in the abovementioned plan Easement to drain water 4 wide

### Schedule of lots etc. affected

Lots burdened

Authority Benefited

1, 27, 34

Camden Council

2. Identity of easement secondly referred to  
in the abovementioned plan Easement for Padmount Substation  
2.75 wide

### Schedule of lots etc. affected

Lot burdened

Authority Benefited

1

Integral Energy Australia

3. Identity of easement thirdly referred to  
in the abovementioned plan Easement for underground cables  
1 wide

### Schedule of lots etc. affected

Lot burdened

Authority Benefited

1

Integral Energy Australia

Handwritten signature and initials, possibly 'ES'.

# DP270312

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

Lengths are in metres

(Sheet 2 of 7 Sheets)

PLAN

Plan of Subdivision of  
Lot 3 in DP 882365

PART 1 (CONTINUED)

4. Identity of easement fourthly referred to  
in the abovementioned plan Easement to drain water 1.5 wide

Schedule of lots etc. affected

<u>Lots burdened</u>	<u>Lots Benefited</u>
1	42, 43, 44, 45, 46
42	43, 44, 45, 46
43	44, 45, 46
45	44
46	44, 45

5. Identity of restriction fifthly referred to  
in the abovementioned plan Restriction on the use of land

Schedule of lots etc. affected

<u>Lots burdened</u>	<u>Authority Benefited</u>
2 – 56 inclusive	Camden Council

6. Identity of restriction sixthly referred to  
in the abovementioned plan Restriction on the use of land


Schedule of lots etc. affected

<u>Lots burdened</u>	<u>Authority Benefited</u>
1, 27, 34	Camden Council

7. Identity of restriction seventhly referred to  
in the abovementioned plan Restriction on the use of land

Schedule of lots etc. affected

<u>Lots burdened</u>	<u>Authority Benefited</u>
1 – 56 inclusive	Camden Council

  
RPS.

DP270312

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

Lengths are in metres

(Sheet 3 of 7 Sheets)

PLAN

Plan of Subdivision of  
Lot 3 in DP 882365

PART 1 (CONTINUED)

8. Identity of restriction eighthly referred to  
in the abovementioned plan Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

Lots Benefited

Each lot except 1 & 57

Every other lot except 1 & 57

9. Identity of restriction ninthly referred to  
in the abovementioned plan Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

Authority Benefited

22, 37

Camden Council

PART 2

1. Terms of easement firstly referred to in the abovementioned plan

NAME OF AUTHORITY whose consent is required to release vary or modify the terms  
of easement firstly referred to in the abovementioned plan.

CAMDEN COUNCIL

2. Terms of easement secondly referred to in the abovementioned plan

The terms of the easement for Padmount Substation set out in memorandum number  
3021852 are incorporated in this document.

3. Terms of easement thirdly referred to in the abovementioned plan

The terms of the easement for Underground Cables set out in memorandum number  
3021851 are incorporated in this document.

Handwritten signature and initials, possibly 'RS' or 'RS.', with a large 'X' over it.

DP270312

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

Lengths are in metres

(Sheet 4 of 7 Sheets)

PLAN

Plan of Subdivision of  
Lot 3 in DP 882365

PART 2 (CONTINUED)

4. Terms of easement fourthly referred to in the abovementioned plan

NAME OF AUTHORITY whose consent is required to release vary or modify the terms of easement fourthly referred to in the abovementioned plan.

CAMDEN COUNCIL

5. Terms of restriction fifthly referred to in the abovementioned plan

- (a) No dwelling shall be erected or permitted to remain on any lot burdened unless such dwelling has a rainwater collection tank (minimum capacity 2000 litres) connected to the roofwater system to be used for recycling for garden watering and toilet flushing.
- (b) The lots burdened may be subject to Aircraft noise from time to time and it is recommended that dwellings be designed and constructed to conform with the requirements of Australian Standard AS 2021-1994 "Acoustics-Aircraft noise intrusion - Building siting and construction".
- (c) No dwelling, or structural improvements including aerials, flag poles, masts and the like shall be erected or permitted to remain unless they comply with the Obstacle Limitation Surface requirements developed for Camden Airport, and all roof materials shall be non-reflective.
- (d) No dwelling shall be erected on any lot burdened other than a dwelling with the floor level, in areas other than that affected by floodwaters, being a minimum of 300mm above finished ground level to prevent surface water from entering the building.
- (e) No dwelling shall be erected on any lot burdened, in a location that would require the removal of any existing trees.

NAME OF AUTHORITY whose consent is required to release vary or modify the terms of restriction fifthly referred to in the abovementioned plan.

CAMDEN COUNCIL

  
EPS.

DP270312

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

Lengths are in metres

(Sheet 5 of 7 Sheets)

PLAN

Plan of Subdivision of  
Lot 3 in DP 882365

PART 2 (CONTINUED)

6. Terms of restriction sixthly referred to in the abovementioned plan

- (a) No alteration shall occur to the final overland flow path shape, and no structure (other than open form fencing) shall be erected in the overland flow path without the written permission of Council.
- (b) No dwelling shall be erected on any lot hereby burdened unless the floor level of any habitable room is not less than 600mm above the 1% AEP level.

NAME OF AUTHORITY whose consent is required to release vary or modify the terms of restriction sixthly referred to in the abovementioned plan.

CAMDEN COUNCIL

7. Terms of restriction seventhly referred to in the abovementioned plan

All maintenance and repairs to stormwater drainage lines or property on community land connected to or receiving stormwater from Public roads are to be at the Community Association's cost and not at Council's cost. Individual property owners are to maintain any overland flow paths through their property and deal with subsequent water at their own cost and not at Council's cost.

NAME OF AUTHORITY whose consent is required to release vary or modify the terms of restriction seventhly referred to in the abovementioned plan.

CAMDEN COUNCIL

8. Terms of restriction eighthly referred to in the abovementioned plan

- (a) No fence shall be erected or permitted to remain on any lot burdened to divide it from any adjoining land owned by Vinegar Hill Pty Ltd without its consent which shall not be withheld if such a fence is erected without expense to Vinegar Hill Pty Ltd.
- (b) No building or fencing shall be erected on any lot hereby burdened, and no landscaping shall be undertaken unless any building, fencing or landscaping is in accordance with the Housing Design Guidelines for The Lanes, Kirkham prepared by Bradley Residential Design in August 2002 and the Landscape Design Guidelines for The Lanes, Kirkham prepared by Edaw (Aust) Pty Ltd in August 2002.

 RB.

DP270312

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

Lengths are in metres

(Sheet 6 of 7 Sheets)

PLAN

Plan of Subdivision of  
Lot 3 in DP 882365

PART 2 (CONTINUED)

- (c) No main building shall be erected or permitted to remain on any lot burdened unless the same shall have an internal floor area (excluding garages, carports, patios and verandahs) of at least 220 square metres.

NAME OF PERSON whose consent is required to release vary or modify the terms of restriction eighthly referred to in the abovementioned plan

CAMDEN COUNCIL and

VINEGAR HILL PTY LTD for such period as they are registered proprietors of any lot in this plan and thereafter the person or persons shall be the registered proprietors of the lots having the benefit.

9. Terms of restriction ninthly referred to in the abovementioned plan

No structures shall be constructed on any lot hereby burdened unless such structures incorporate suitable bush fire hazard reduction measures and in particular satisfy the following criteria

- All structures and any additions thereto are to be located no less than twenty five (25) metres from the north-eastern boundary of lot 1, and;
- All structures are to be of brick construction, and;
- The area between the structure and the eastern boundary of the lot burdened shall not contain any garden beds, trees or other vegetative cover with a total height in excess of 100mm above the ground level, and;
- No gardens shall be established within five (5) metres of the structure, and;
- No windows shall be incorporated in any structure to be erected on the lot burdened unless such windows are constructed of toughened glass capable of withstanding heat to forty five kilowatts per square metre (45 kW/m<sup>2</sup>), and;
- No structure shall be erected on the lot burdened unless such structure is constructed such that no timber is exposed on the dwelling.

NAME OF AUTHORITY whose consent is required to release vary or modify the terms of restriction ninthly referred to in the abovementioned plan.

CAMDEN COUNCIL

 RBS.

DP270312

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

Lengths are in metres

(Sheet 7 of 7 Sheets)

PLAN

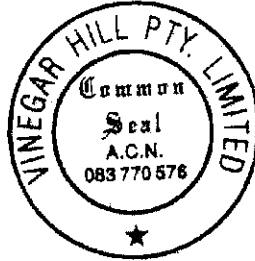
Plan of Subdivision of  
Lot 3 in DP 882365

R. Sandell

Robert Sandell  
Suite 605, Level 6  
203-233 New South Head Rd  
Edgecliff 2027

Witness

*[Handwritten Signature]*  
Director  
*[Handwritten Signature]*  
Director



EXECUTED BY CAPITAL FINANCE  
AUSTRALIA LIMITED ACN 079 663 176  
BY ITS DULY AUTHORIZED ATTORNEYS

*[Handwritten Signature]*  
BRETT LENNANE

*[Handwritten Signature]*  
MARK CORBETT

Full Names

*[Handwritten Signature]*  
Signature  
*[Handwritten Signature]*  
Signature

PURSUANT TO POWER OF  
ATTORNEY IN WHICH THEY HAVE NO  
NOTICE OF REVOCATION  
IN THE PRESENCE OF:

*[Handwritten Signature]*

Witness

Book 4288  
No 968

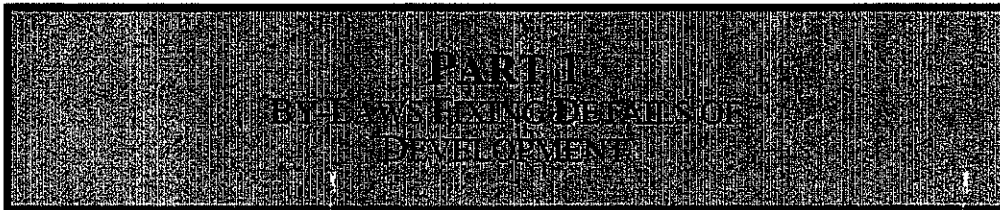
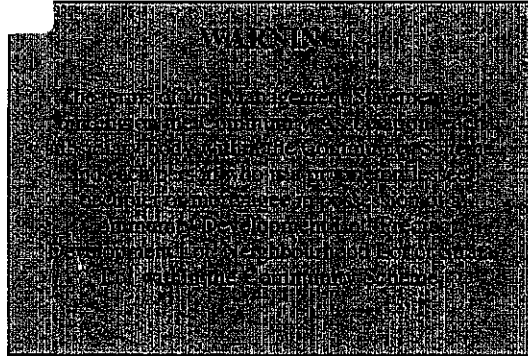
REGISTERED  24.9.2002

# COMMUNITY MANAGEMENT STATEMENT

ITY LAND DEVELOPMENT ACT 1989 (NSW)

ITY LAND MANAGEMENT ACT 1989 (NSW)

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These by-laws relate to the control and preservation of the essence or theme of the Community Scheme and may only be amended or revoked by a unanimous resolution of the Community Association under s. 17(2), Community Land Management Act (NSW) 1989.

## **1. THEME OF COMMUNITY SCHEME**

### **1.1 Nature of Scheme**

The Lanes is designed as a rural residential housing estate blending existing natural heritage, laneways and design guidelines to create a rural village setting.

## **2. DEVELOPMENT OF THE LANES**

### **2.1 Development**

The Original Proprietor proposes to develop The Lanes pursuant to the **Housing Design Guidelines** and **Landscape Design Guidelines** attached to this Management Statement.

TERMS OF INSTRUMENT NOT  
CHECKED IN L.P.I.

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## 2.2 Variations to development

The Original Proprietor and Camden Council collectively, reserve the right to vary the **Housing Design Guidelines** and **Landscape Design Guidelines** and develop The Lanes pursuant to those variations.

## 2.3 Sale of lots

Lots will be sold as vacant land to members of the public to develop pursuant to the **Housing Design Guidelines** and this Management Statement.

## 3. GENERAL OBLIGATIONS REGARDING THE GUIDELINES

### 3.1 Purpose

The obligation to comply with the **Landscape Design Guidelines** and **Housing Design Guidelines** is designed to protect the integrity of The Lanes and to ensure that the same high standard of building design is maintained throughout the development.

### 3.2 Compliance with the Guidelines

You must comply with the **Housing Design Guidelines** and the **Community Association** must comply with the **Landscape Design Guidelines** and the **Housing Design Guidelines**.

## 4. HOW TO CHANGE THE GUIDELINES

### 4.1 Unanimous resolution of Community Association

The **Community Association** may change or add to the **Guidelines** only by unanimous resolution.

### 4.2 Rights of Original Proprietor

Whilst the **Original Proprietor** owns a **Community Development Lot** or a **Lot** in any **Subsidiary Land**, the **Original Proprietor** may exercise the rights of the **Community Association** under this by-law 4. The **Original Proprietor** must notify any changes approved under this by-law to the **Community Association**. The decision of the **Original Proprietor** will prevail over that of the **Community Association** in the event of any differences.

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## 4.3 Application to change the Guidelines

You may apply to the **Community Association** or **Original Proprietor** (as the case may be) to change or add to the **Guidelines**. The application must:

- (1) Be in writing; and
- (2) Specify with precision why and how the **Guidelines** should be changed.

## 4.4 Request for further information

The **Community Association** or **Original Proprietor** may ask for more information about an application.

## 4.5 Deemed refusal of application

The **Community Association** or **Original Proprietor** is deemed to have refused an application if it does not make a written decision within two (2) months after receiving the application.

## 4.6 Change to the Guidelines

The **Community Association** must give a copy of the changed **Guidelines** to the owners of all Lots.

## 4.7 Obtaining a copy of the Guidelines

You may ask the **Community Association** for a copy of the **Guidelines** (at your cost). The **Community Association** must supply you with a copy within fourteen (14) days of a written application for a copy of the **Guidelines**.

## 5. LANDSCAPING

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### 5.1 Compliance with the Guidelines

Landscaping on a Lot must be carried out in accordance with the **Housing Design Guidelines**. Landscaping on Open Space or other Community Property must be carried out in accordance with the **Guidelines**.

## 6. NEW WORKS

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### 6.1 Alteration to existing landscaping

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You may make alterations to the existing landscaping or carry out new landscaping, so long as those alterations are consistent with the **Housing Design Guidelines** and any Tree Preservation Order issued by the Council.

## 6.2 Changing external appearance of an house

You must have the Executive Committee's consent to:

- (1) Change the external appearance of an existing building; and/or
- (2) Build a new structure.

## 6.3 Exercise of power by Original Proprietor

Whilst the **Original Proprietor** owns a **Community Development Lot** or a **Lot** in any **Subsidiary Land**, the **Original Proprietor** may exercise the rights of the **Community Association** under this by-law 6. The **Original Proprietor** must notify any changes approved under this by-law to the **Community Association**. The decision of the **Original Proprietor** will prevail over that of the **Community Association** in the event of any differences.

## 6.4 Application to vary external appearance of an house

You must make a written application to the **Executive Committee** or **Original Proprietor** (as the case may be) for consent under By Law 6.2. Plans and specifications must be submitted with the application. The plans and specifications must be in the form and to the standard prescribed from time to time by the **Executive Committee** or the **Original Proprietor** (as applicable).

## 6.5 Plans and specifications for variation

Plans and specifications for building changes and new structures must:

- (1) Demonstrate the suitability of design to the existing and surrounding structures and topography;
- (2) Show the dimensions of the structure;
- (3) Disclose the type, colour and quality of the materials;
- (4) Show the location relative to existing and surrounding structures and topography; and

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- (5) Include a landscape proposal that is in harmony with the existing landscape.

## 6.6 Consideration of application by Executive Committee

For applications under this by-law, the **Executive Committee** must consider the information in the application and:

- (1) The suitability and quality of the proposed works;
- (2) The harmony of the proposed works with existing structures, landscaping and land uses;
- (3) This Management Statement;
- (4) Rules; and
- (5) The **Guidelines**.

## **7. DETERMINATION OF PROPOSALS FOR NEW WORKS**

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### 7.1 Notification in writing

The **Executive Committee** will notify the applicant of a decision in writing.

### 7.2 Finality of decision

The decision of the **Original Proprietor** or the **Executive Committee** (as applicable) is final and binding on the applicant.

### 7.3 Deemed refusal

The **Executive Committee** or the **Original Proprietor** is deemed to have refused an application if the relevant entity does not make a written decision within two (2) months after receiving the application.

## **8. FUTURE CONSENTS FOR NEW WORKS**

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### 8.1 Consideration

The **Executive Committee** or the **Original Proprietor** (as applicable) may review applications for the construction of new structures and may give or refuse consent in its absolute discretion. The **Executive Committee** and the **Original Proprietor** are not bound by past decisions.

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## 9. CHANGES AND NEW STRUCTURES BY THE COMMUNITY ASSOCIATION

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### 9.1 Compliance with Housing Design Guidelines

The **Community Association** must comply with the **Housing Design Guidelines** if it:

- (1) Changes an existing building or existing landscaping; or
- (2) Builds a new structure or carries out new landscaping.

## 10. RESTRICTIONS

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### 10.1 Commercial agricultural activities

Lots may not be used for commercial agricultural activities. The growing of agricultural produce for personal use does not constitute an 'agricultural activity' for the purposes of these by-laws.

### 10.2 Motor vehicles

Unregistered motor vehicles, parts of motor vehicles, motor vehicle bodies awaiting repair or restoration (whether registered or not) may not be located on any **Lot** unless they are housed within a totally enclosed garage in such a way as not to be visible from any other **Lot** or public road.

Notwithstanding the provisions of the preceding paragraph no motor vehicle with a gross vehicle weight over three (3) tonnes is permitted to be garaged, parked or otherwise allowed to remain on a **Lot** or **Community Property**. The restriction in the previous sentence does not apply where the vehicle has entered onto the **Lot** or **Community Property** for the purpose of delivering or taking delivery of goods or waste material.

## 11. GARBAGE

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### 11.1 Collection of garbage

Garbage will be collected at the kerb by the Council's contractors.

### 11.2 Bin enclosures

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Where garbage bin enclosures are required on any **Lot**, they will be constructed in materials and finishes which match and complement those used in the main building design.

## **12. ESTATE NAMES AND MARKS**

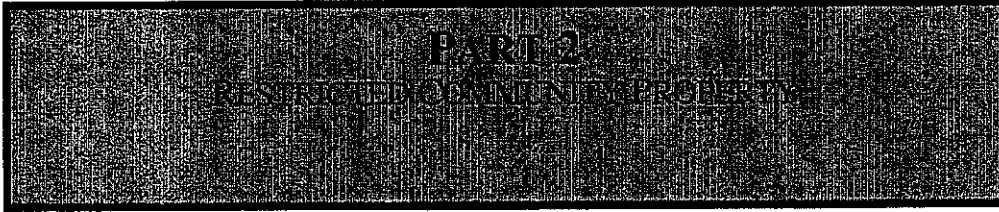
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### **12.1 Grant of licence**

The name "The Lanes" and any name incorporating the words "The Lanes" and any trade mark consisting of the words "The Lanes" together with any logo registered or to be registered or used in association with this development are the property of Vinegar Hill Pty. Limited (ACN 083 770 576). Vinegar Hill Pty. Limited grants a non-exclusive license to the **Community Association** to continue to use those names and marks in relation to this **Community Parcel** after Vinegar Hill Pty. Limited or any nominee ceases to use it in that manner.

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The by-laws in this Part of the Statement may not be amended during the initial period. They may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the by-law to use the restricted community property pursuant to s. 54, Community Land Management Act 1989 (NSW).

## 13. OPEN SPACE

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### 13.1 Access

You and the Community Association have access to the **Open Space** specified in the **Landscape Design Guidelines** in accordance with the terms of this by-law.

### 13.2 Use of Open Space generally

The **Open Space** may be used only for benign or passive recreation pursuant to any rules made by the **Community Association**.

### 13.3 Use of Aquatic Features

The Aquatic Features are designed as an integrated part of the Open Space scheme created by the **Community Plan** and **Landscape Design Guidelines**. No person, unless otherwise authorised by the **Community Association** may enter into, enter onto or otherwise interfere with any **Aquatic Feature**.

### 13.4 Maintenance generally

The **Community Association** must maintain the **Open Space**, any footpaths, and any retaining walls on the boundary of the open space.

### 13.5 Maintenance of Aquatic Features

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Without limiting the obligation of the **Community Association** set out in by-law 13.3, the **Community Association** must maintain at all times the Aquatic Features.

## 14. COMMUNITY FACILITIES

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### 14.1 Access

You and the Community Association have access to the **Community Facilities** in accordance with the terms of this by-law.

### 14.2 General Obligations

In respect of the **Swimming Pool, Tennis Court and Gazebo** the following provisions apply:

(1) **Use**

You and persons accompanied by You may use the **Swimming Pool, Tennis Court and Gazebo** at the times authorised by the **Community Association**.

(2) **Obligations**

You must ensure that You and any of Your invitees do not engage in conduct that is:

- (a) Dangerous to You, Your invitees, or other persons using the **Swimming Pool, Tennis Court or Gazebo**;
- (b) Likely to disturb other users of the **Swimming Pool, Tennis Court or Gazebo**;
- (c) Likely to damage the **Swimming Pool, Tennis Court, Gazebo** or the surrounding area; or
- (d) In breach of any rule made in respect of the **Swimming Pool, Tennis Court or Gazebo** by the **Community Association**.

### 14.2 Swimming Pool

(1) **Users**

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Only an **Owner** or **Occupier** and any person residing with such persons may use the **Swimming Pool**. Invitees of an **Owner** or **Occupier** may use the **Swimming Pool** when accompanied by the **Owner**, **Occupier** or other person residing with such **Owner** or **Occupier**.

### (2) **Restricted Users**

In no circumstances may a person under the age of sixteen (16) use the **Swimming Pool** unless a person over the age of eighteen (18) accompanies them.

## 14.3 **Tennis Court**

### (1) **Users**

Only an **Owner** or **Occupier** and any person residing with such persons may use the **Tennis Court**. Invitees of an **Owner** or **Occupier** may use the **Tennis Court** when accompanied by the **Owner**, **Occupier** or other person residing with such **Owner** or **Occupier**.

### (2) **Use**

An **Owner**, **Occupier** or person residing with the **Owner** or **Occupier** may use the **Tennis Court**:

- (a) At the time that the **Owner** or **Occupier** has booked the use of the **Tennis Court** (if applicable);
- (b) At any other time during the operating hours of the **Tennis Court** where no other person is using the **Tennis Court**. A person using the **Tennis Court** in accordance with this by-law must vacate the **Tennis Court** upon a person arriving who has booked to use the **Tennis Court** at that particular time.

## 14.4 **Gazebo**

### (1) **Use**

Any person authorised by the **Community Association** may use the **Gazebo** for the use and at the times authorised by the **Community Association**.

## 15. **RULES**

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### 15.1 Access

The **Executive Committee** on behalf of the **Community Association** may make rules about the control, management, operation, use and enjoyment of the **Open Space** and **Community Facilities**.

### 15.2 Rights of Community Association

The **Community Association** may:

- (1) Carry out development activities on the **Open Space** and **Community Facilities** to further their use; and
- (2) Limit access to and use of certain areas of the **Open Space** and **Community Facilities**.

### 15.3 Alteration to rules

The **Community Association** may change or add to its rules at any time.

### 15.4 Compliance with rules

You must comply with the rules made by the **Community Association**.

## 16. USING THE OPEN SPACE

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### 16.1 Use by occupier

An **Occupier** of a **Lot** and the visitors of that **Occupier** may use the **Open Space**. **Owners** not occupying **Lots** may also use the **Open Space**.

### 16.2 Hours of use

The **Open Space** may only be used during hours nominated by the **Community Association**.

### 16.3 Control of children

You and your **Occupiers** must make sure that an adult exercising effective control accompanies children under 10 who are in your care or the care of your **Occupier** (as the case may be) when the children use the **Open Space**.

### 16.4 Acts on Open Space

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**Owners and Occupiers** using the **Open Space** must not:

- (1) Do anything that might be dangerous or disruptive to **Owners** or **Occupiers** of any **Lot** in the **Development**;
- (2) Hold parties or other functions in or upon the **Open Space** without the consent of the **Community Association**; or
- (3) Interfere with, the operation or adjustment of any **Recreation Facilities** equipment without the **Community Association's** consent.

### 16.4 Compliance with rules

You and your **Occupiers** must comply with any rules the **Community Association** makes about using the **Open Space**.

## 17. MANAGEMENT OF THE LANES

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### 17.1 Contracts

The **Community Association** may enter into agreements with third parties to provide operational, management, maintenance or any other services at The Lanes, including those that result in the appointment of a **Manager**.

### 17.2 Manager

The **Community Association** may appoint a **Manager** during the initial period. The terms of any such agreement are disclosed for the purposes of s24 of the Act.

**Parties:** The **Community Association** and **Manager**.

**Term:** Two (2) years.

**Duties:** The duties of the **Manager** are:

- (1) The provision of services and facilities consistent with the theme reserved under by-law 1;
- (2) According to the directions of the **Community Association** the maintenance, repair and replacement of community property and equipment, the cleaning, gardening, landscaping and security of the **Community**

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**Property use of which is restricted to the Community Association or any personal property vested in the Community Association;**

- (3) A letting or property management and sales service;
- (4) According to the directions of the **Community Association** the supervision of any employees or contractors of the **Community Association**;
- (5) Arranging for the collection of garbage, as directed and in accordance with the requirements of the **Community Association**;
- (6) According to the directions of the **Community Association** manage any or all of the **Private Association Services**, but excluding any services which only a managing agent may perform on appointment under s50 of the Act; and
- (7) Any other matter, activity or thing that the **Community Association** agrees is necessary or desirable having regard to the operational and management requirements of the **Community Association**.

### 17.3 Termination

Any agreement entered into under by-law 17.1 must contain provisions about the rights of the **Community Association** and **Manager** to terminate the agreement early and the **Manager's** right to assign the agreement to a third party for the care, maintenance and operation of The Lanes.

### 17.4 Letting and tenancy services

The **Manager** has the sole right to enter into an agreement with the **Community Association** to conduct a letting service and a tenancy management service and to provide auxiliary services to The Lanes. The facilities should not be let for commercial purposes.

### 17.5 Restriction on contracting

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The **Community Association** and any other person must not enter into an agreement that will authorise or permit any other person to exercise the rights and privileges conferred by this by-law on the **Manager**, except with the prior consent of the **Manager**.

### 17.6 Exclusivity in respect of Lots

The **Manager** has the sole right to conduct a letting service and to provide ancillary and other services to **Subsidiary Bodies** and proprietors of **Lots** in the **Community Scheme**.

### 17.7 Remuneration

The remuneration payable to the **Manager** is to be an annual sum comprising:

- (1) The costs of performing the duties under the agreement assessed at market rates and agreed to by the **Community Association**; plus
- (2) An additional fee equivalent to 20% of the aggregate of those costs.

The agreement must provide for review of the annual fee at the end of each three year period of its term.

### 17.8 Assignment

- (1) The **Manager** may not assign its rights under the agreement without the prior written consent of the **Community Association**;
- (2) The **Community Association** will consent to an assignment under by-law 17.8(1) where it is reasonably satisfied that the proposed assignee has the experience and capacity to assume the duties of **Manager**.

### 17.9 Termination

The agreement may be terminated by the **Community Association** pursuant to a motion passed under by-law 29 if:

- (1) The **Manager** assigns its interest in the agreement in breach of by-law 17.8;
- (2) The **Manager** fails or neglects to carry out its duties after 21 days notice of same from the **Community Association** or such other period as it reasonable in the circumstances;

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(3) The **Manager** is guilty of gross misconduct or gross negligence in performance of its duties; or

(4) The **Manager** enters into liquidation.

The agreement may be terminated by the **Manager**:

(5) If the **Community Association** fails or neglects to carry out its duties after 21 days notice of same from the **Manager** or such other period as is reasonable in the circumstances;

(6) If the **Community Association** fails to pay to the **Manager** its remuneration or other moneys payable within 14 days of the due date whether or not any formal demand has been made;

(7) If an order is made by the Supreme Court of New South Wales for variation or termination of the **Community Scheme**; or

(8) At any time during the term of the agreement upon giving three (3) months prior notice to the **Community Association**.

### **18. PRIVATE SERVICES**

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#### **18.1 Provision by Community Association generally**

The **Community Association** may:

(1) Provide **Private Services** to an Owner;

(2) Arrange for the installation and maintenance of **Service Lines** for the provision of **Private Services**; and

(3) Contract with persons to monitor or provide, in part or in whole, **Private Services**.

#### **18.2 Restriction on acts**

You must not:

(1) Carry out any works that interfere with **Private Services**;

(2) Carry out any works which interfere with **Private Services** except with the approval of the **Community Association**; or

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- (3) Obstruct access to, overload or damage **Private Services**.

## 18.3 Notification of damage to Private Services

If You become aware of damage to or the defective operation of **Private Services** you must immediately give notice to the **Community Association** of that damage or defective operation.

## 19. MAINTENANCE

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### 19.1 Obligation to maintain

Excepting those areas the subject of exclusive use rights and separate maintenance obligations the **Community Association** must maintain and repair all **Association Property** of The Lanes in accordance with this **Management Statement** and its general statutory obligations. The **Community Association** must also maintain and repair (excepting where done by Council) all grassed and landscaped public road verges including entry structures.

### 19.2 Performance of third party obligations

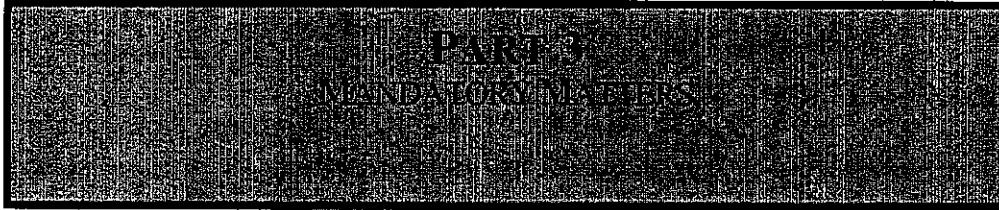
If any other person or entity whose obligation it is to maintain and repair any **Association Property** fails to do so, then the **Community Association** must carry out that maintenance and repair. Upon performing the maintenance and repair the **Community Association** is entitled to claim the cost from the person or entity who should have carried out the maintenance and repair works.

### 19.3 Failure of Owner to maintain Lot

If any **Owner** fails to maintain that **Owner's Lot** or improvements on it then, after first giving prior written notice to the **Owner** of its intention to do so, the **Community Association** may enter onto the **Lot**. Upon entering onto the **Lot** the **Community Association** may carry out the necessary maintenance and claim the cost of this from the **Owner**. An **Owner** must pay that cost within seven (7) days of receipt of the claim.

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## **20. FENCING**

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### **20.1 Application of Dividing Fences Act 1991**

Subject to this by-law, provision of, and payment for internal fencing on the **Community Parcel** is governed by the Dividing Fences Act 1991.

### **20.2 Obligation to provide internal fencing**

The **Community Association** has no obligation in relation to the provision of, or payment for internal fencing on the **Community Parcel**, unless it resolves otherwise.

## **21. GARBAGE**

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### **21.1 Placement of garbage on Community Property**

Garbage is not to be deposited on **Community Property** unless a receptacle is provided by the **Community Association**. You must keep any garbage bin on Your **Lot** secure, hidden from view from outside the **Lot**.

## **22. SERVICE**

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### **22.1 Responsibility for Service Lines**

The **Community Association** is responsible for and must maintain all **Service Lines** other than water, electricity and telecommunications, all of which are the responsibility of the relevant statutory authorities.

### **22.2 Attachment of prescribed diagram**

This **Management Statement** has attached to it a prescribed diagram in respect of all **Service Lines** provided at The Lanes.

## **23. INSURANCE**

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## 23.1 Review of insurance

Each year the **Community Association** must review:

- (1) The insurance policies it has effected; and
- (2) Whether it needs new insurance policies.

## 23.2 Motion to change insurance policies

Each year the **Community Association** Secretary must include a motion in the annual general meeting notice for the **Community Association** to decide if it should confirm or change its insurance policies.

## 23.3 Motion to change insurance policies

Every second year, the **Community Association** must have a qualified valuer value the buildings and improvements on the **Community Property** for insurance purposes.

## 23.4 Increase in risk to the Community Association or Community Property

The **Community Association** must immediately effect new insurance or adjust existing insurance if there is an increase in risk or a new risk to the **Community Association** or the buildings and improvements on the **Community Property**.

## 23.5 Restriction on Your acts

You must not, except with the approval of the **Community Association**, do anything that might void or prejudice insurance effected by the **Community Association** or increase any insurance premium payable by the **Community Association**.

## 24. EXECUTIVE COMMITTEE

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### 24.1 Constitution

- (1) The **Executive Committee** of the **Community Association** must be established in accordance with Part 2 of the Act; and
- (2) The **Executive Committee** may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

### 24.2 Chair, Secretary and Treasurer

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- (1) The officers of the **Executive Committee** are the Secretary, Treasurer and Chair; and
- (2) The functions of the Secretary and Treasurer may be delegated to the **Manager**.

### 24.3 Secretary

The responsibilities of the Secretary are to:

- (1) Convene a meeting of the **Community Association** and meetings of the **Executive Committee**;
- (2) Distribute minutes of meetings of the **Community Association** meetings of the **Executive Committee**;
- (3) Give notices under the **Act** for the **Community Association** and the **Executive Committee**;
- (4) Supply certificates about contributions, insurance and other matters under clause 2 of Schedule 4 of the **Act**;
- (5) Answer communications sent to the **Community Association**;
- (6) Perform administrative and secretarial functions for the **Community Association** and the **Executive Committee**; and
- (7) keep records for the **Community Association** and the **Executive Committee** according to the **Act**.

### 24.4 Treasurer

The responsibilities of the Treasurer are to:

- (1) Send notices of contribution to **Community Association** members and collect contributions;
- (2) Receive, acknowledge, bank and account for money paid to the **Community Association**;
- (3) Prepare certificates about contributions, insurance and other matters under Clause 2 of Schedule 4 of the **Act**;

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- (4) Keep accounting records for the **Community Association** according to the **Act**; and
- (5) Prepare financial statements according to the **Act**.

### 24.5 Chair

- (1) The function of the Chair is to preside at the **Community Association** meetings and **Executive Committee** meetings at which they are present; and
- (2) Where the Chair is absent or unwilling to act, the Treasurer will act as Chair. Where the Treasurer is absent or unwilling to act, the Secretary will act as Chair. Where the Secretary is absent or unwilling to act, the **Community Association** will vote to appoint a Chair for the meeting;

## **25. SUBCOMMITTEES**

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### 25.1 Appointment

The **Executive Committee** may appoint subcommittees to investigate and report on issues relating to the management and operation of The Lanes.

### 25.2 Role of subcommittees

A subcommittee created by the **Executive Committee** may conduct investigations and perform functions for the **Executive Committee**.

## **26. CONVENING MEETINGS OF THE EXECUTIVE COMMITTEE**

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### 26.1 Persons who can convene a meeting of the Executive Committee

**Executive Committee** meetings may be convened:

- (1) By the Secretary of the **Community Association** if the Secretary is asked to do so by one-third of the **Executive Committee** members; or
- (2) By another **Executive Committee** member if, in the Secretary's absence, one-third of the **Executive Committee** members ask it to do so.

### 26.2 Meetings of the Executive Committee

The Secretary or the other **Executive Committee** members must convene the meeting:

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- (1) Within the time specified in the notice asking for the meeting; or
- (2) If the notice does not specify a time, within 14 days of being asked to convene a meeting;
- (3) You or Your nominee may attend **Executive Committee** meetings. You may address the meeting only if the **Executive Committee** agrees; and
- (4) You or Your nominee may attend the **Council** meetings of your **Subsidiary Body**. You may address the meeting only if the **Council** of your **Subsidiary Body** agrees.

### 26.3 Quorum

There must be a quorum of at least three members of the **Executive Committee**. If a quorum is not reached within 30 minutes of the time for the meeting, the meeting stands adjourned until the date of the next scheduled meeting or any meeting convened under by-law 26.1.

### 26.4 Notice Board

The **Executive Committee** must fix a notice board in a prominent place on **Community Property**.

## 27. NOTICE OF MEETINGS

---

### 27.1 Notice on the Notice Board

The **Executive Committee** must, not less than 72 hours (or such other period as the **Executive Committee** may decide) immediately before the **Executive Committee** calls a meeting, put on a notice board:

- (1) A notice advising that the meeting will be held; and
- (2) The agenda for the meeting.

## 28. PLACE OF MEETING & AGENDA

---

### 28.1 Location

Meetings of the **Executive Committee** must be held on site at a place determined by the **Executive Committee** or within ten (10) kilometers of the **Manager's** office as determined by the **Executive Committee**.

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### 28.2 Business at meeting

The agenda for a meeting must include details of all business to be dealt with at the meeting.

### 28.3 Business at meeting

No business will be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

## **29. EXECUTIVE COMMITTEE DECISIONS**

---

### 29.1 Resolutions in writing

The Executive Committee may vote on a motion in writing if:

- (1) The notice of the meeting and agenda has been provided according to this Management Statement;
- (2) Each **Executive Committee** member has been given the motion to be decided at the meeting; and
- (3) A majority of the **Executive Committee** members approve the motion in writing.

### 29.2 Flying minutes

Where a motion in writing is circulated between meetings among the members of the **Executive Committee** by way of 'flying minute', that motion must be unanimously approved by the members of the **Executive Committee**.

## **30. MINUTES OF MEETING**

---

### 30.1 Minutes

The Secretary or the **Executive Committee** member who convenes a meeting of the **Executive Committee** must:

- (1) Put minutes of the meeting on the notice board within 7 days after the meeting;
- (2) Make sure the minutes stay on the notice board for at least 14 days; and

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- (3) Distribute, or cause to be distributed, copies of the minutes to all occupiers of The Lanes.

### **31. RECORDS OF EXECUTIVE COMMITTEE MEETINGS**

---

#### **31.1 Keeping of records**

The **Executive Committee** must keep copies of agendas and minutes of its meetings:

- (1) With the **Community Association's** records; and
- (2) For 7 years from the date of the meeting (or for the period the law requires **Community Association** to keep its records).

### **32. NO REMUNERATION**

---

#### **32.1 No remuneration to Executive Committee members**

Members of the **Executive Committee** are not entitled to any remuneration for the performance of their functions but are entitled to be reimbursed for reasonable out-of-pocket expenses incurred by them in their performance of their functions.

### **33. PROTECTION OF EXECUTIVE COMMITTEE MEMBERS FROM LIABILITY**

---

#### **33.1 No liability**

No member of the **Executive Committee** shall be liable for any loss or damage occurring by reason of any act done in his capacity as a member of the **Executive Committee** except for fraud or negligence on the part of that member.

#### **33.2 Insurance for members of the Executive Committee**

The **Community Association** may effect any policy of insurance required to satisfy by-law 33.1.

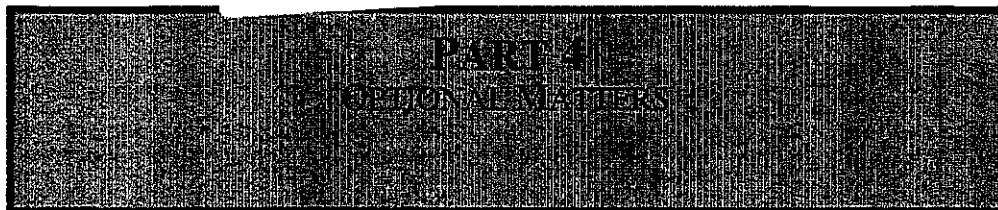
---

#### **33.3 OPEN OR PRIVATE ACCESSWAYS**

There are no Private or Open Access Ways contained within this Community Scheme.

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## **34. KEEPING OF ANIMALS**

---

### **34.1 Limit on number of animals on a Lot**

You may keep no more than five (5) animals on each **Lot**. On making up those five (5), You may have no more than the following numbers of the following types of animals:

- (1) 2 dogs;
- (2) 2 cats; or
- (3) 5 birds.

### **34.2 Prohibited animals**

You may not keep any of the following animals on your **Lot** or on any **Community Parcel**:

- (1) Pit Bull Terrier;
- (2) American Pit Bull Terrier;
- (3) Doso Argentino;
- (4) Fila Braglleiro;
- (5) Japanese Tosa;
- (6) Any cross breed of the above;
- (7) Any dog which the Australian Government prohibits from importation into Australia;
- (8) Any dog which is not registered under the Dog Act 1996 (NSW); and
- (9) Any dog which is declared dangerous under the Dog Act 1996 (NSW).

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### 34.3 Prohibited animal husbandry

You cannot carry out any of the following activities on your **Lot** or on any **Community Property**:

- (1) The raising or keeping of pigs;
- (2) The raising or keeping of poultry for profit;
- (3) The raising, keeping, training, racing or boarding of dogs for profit;
- (4) Any noxious, noisy, ill smelling or offensive trade, business or activity;  
and
- (5) The keeping of bees.

### 34.4 Keeping of pets

- (1) Dogs may only be kept on a **Lot** if they are housed within a dog-proof area;
- (2) Dog-proof areas are permitted only behind the main building on any **Lot**;
- (3) You will comply with any additional rules that the **Community Association** may make from time to time regarding the keeping of animals on **Lots** or on **Community Property**;
- (4) If requested by the **Community Association** on reasonable grounds you must:
  - (a) Promptly remove any animal from your **Lot** or the **Community Property**;
  - (b) Clean up all excrement or refuse left upon the **Community Property** by your animal; and
  - (c) Make good, or bear the cost of making good, any damage done to the **Community Property** by your animal.
- (5) All animals must be contained wholly within your **Lot** and when taken upon **Community Property** any dog must be on a leash; and

## DP270312

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- (6) You must comply with all Council and other statutory requirements in relation to animals and the keeping of them.

### **35. SAFETY AND SECURITY MEASURES**

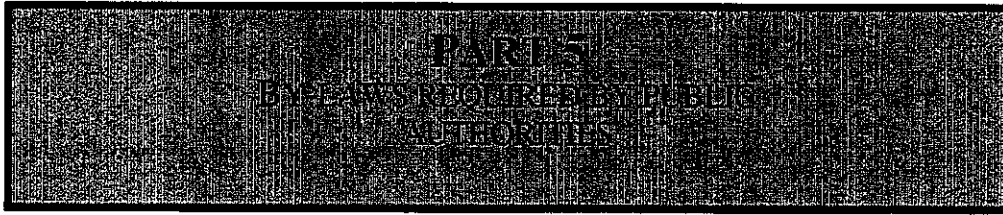
---

#### **35.1 Fire and other hazards**

The **Community Association** must take reasonable steps to prevent fires and other hazards and must keep in good repair all pathways for fire fighting access purposes.

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## **36. DRAINAGE**

---

### **36.1 Storm water runoff from Lots**

Each **Lot** must accept without reservation unconcentrated storm water runoff from all other **Lots** within the **Community Parcel**.

### **36.2 Storm water runoff from Community Property**

All **Lots** must accept without reservation concentrated and unconcentrated storm water runoff from the **Community Property** including from any access way and from any public roads created by registration of the **Community Plan** or the plan for any **Subsidiary Land**.

## **37. WASTE**

---

### **37.1 Waste**

If you produce any toxic waste or material on your **Lot**, you must comply with all laws relating to the disposal of such waste and material.

## **38. SERVICES**

---

### **38.1 Responsible authorities**

The following authorities, entities or persons are responsible for maintenance and replacement of the **Services** shown adjacent below:

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<b>Service</b>	<b>Authority, Entity or Person Responsible</b>
Sewerage system	Community Association
Water supply	Sydney Water
Electricity	Integral Energy
Gas (Not available)	AGL
Telephone	Telstra
Storm water Drainage	Community Association
Roads	Camden Council

## **38.2 Sewerage System**

The **Community Association** is responsible for the provision of the **Sewerage System** to all lots in the **Community Plan**. The **Community Association** must maintain and (if necessary) upgrade the **Sewerage System** in accordance with any requirements of any governmental or statutory authority. Without limiting the generality of the preceding sentence the **Community Association** must maintain the **Sewerage System** generally in accordance with the usual practice and procedure relating to systems of a similar nature to the **Sewerage System**.

## **39. ANNUAL ENVIRONMENTAL VERIFICATION REPORT**

---

### **39.1 Provision of Report**

The **Community Association** must supply the Council with an **Annual Environmental Verification Report** for end of the first three years after the registration of the **Community Plan** showing that the development has complied with the relevant criteria and documents accompanying the original **Development Application**.

## **40. BUSH FIRE PROTECTION - COMPLIANCE WITH DEVELOPMENT APPROVAL**

---

### **40.1 Height of Groundcover**

## DP270312

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The **Community Association** must ensure that groundcover in **Open Space** and along the boundary of Macquarie Grove Road does not reach an height of more than 100 mm.

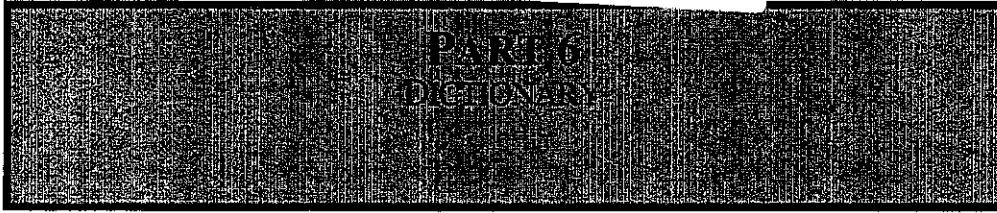
### 40.2 Orielton Property Boundary

The Community Association must ensure that the terms of condition 24(b) of Development Approval are complied with. In particular the Community Association must ensure that:

- (1) All buildings on Lots 22 and 27 are located over 25 metres from the Orielton property boundary.
- (2) Paragraph (1) above does not apply to Lots 42, 43, 44, 45 and 46 – such lots are permitted to have a building not less than 15 metres from the Orielton property boundary;
- (3) The area between the alignments referred to in paragraphs (1) and (2) and the boundary of the Community Plan is to be a fire protection zone. The effect of this is that:
  - (a) Ground cover in the zone must be maintained so that it does not reach an height of over 100 mm; and
  - (b) An hard surface, all weather track of not less than four metres in width be established and maintained to provide access between the Orielton property boundary and Lots on the Community Plan.

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## **DEFINITIONS**

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**Act** means Community Land Management Act 1989 (as amended);

**Association Property** means the Community Facilities, Lot 1 and any buildings, other fixtures or improvements on or in it and any personal property of the Community Association and includes the Sewerage System and all Service Lines located in the Community Property providing private services or in an easement of which the Community Association has the benefit;

**Aquatic Features** means any pond, dam, stream, river or lake (artificial or otherwise) located on the Open Space.

**Community Association** means the Association which comes into existence upon registration of the Community Plan;

**Community Development Lot** means a lot in the Community Plan which is not Community Property, a public reserve or a drainage reserve and is not land that has become subject to a subsidiary scheme or a lot that has been severed from the Community Scheme;

**Community Facilities** means the Swimming Pool, Tennis Court and Gazebo.

**Community Lot** means Lot 1 in the Community Plan attached to this Management Statement;

**Community Parcel** means all the Community Development Lots (including any Subsidiary Land) and the Community Property;

**Community Plan** means Deposited Plan No 270312

**Community Property** means Lot(s) marked 'Lot 1' on the Community Plan;

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**Council** means Camden Council;

**Development Approval** means the conditions of approval for Development Application 1056/2001 issued by Camden Council and becoming effective from 5 October 2001.

**Gazebo** means the gazebo located on the Community Property for use by the Owners and Occupiers of Lots.

**Government Agency** means a governmental or semi-governmental administrative, fiscal or judicial department or entity;

**Guidelines** means collectively the Housing Design Guidelines and the Landscape Design Guidelines.

**Housing Design Guidelines** means the housing design guidelines for "The Lanes Kirkham" prepared dated August 2002 prepared by Bradley Residential Design;

**Initial Period** means that period defined in the Act;

**Landscape Design Guidelines** means the landscaping design guidelines for "The Lanes Kirkham" dated August 2002 prepared by EDAW (Aust) Pty. Limited;

**Lot** means a Community Development Lot, Neighbourhood Lot or Strata Lot in the Community Plan;

**Majority** means the votes of more than 50% of the members of the Community Association for or against a particular motion;

**Manager** means Dynamic Property Services Pty. Limited (ACN 002 006 760) of Suite 2, Level 5, 162 Goulburn Street, Sydney or any other person the Community Association appoints as their replacement;

**Occupier** means a person who occupies a Lot in The Lanes;

**Open Space** means community open space areas and parkland being part of the Community Property and set aside for the use of Owners and Occupiers.

**Original Proprietor** means Vinegar Hill Pty. Limited (ACN 083 770 576);

**Owner** means an owner of a lot in The Lanes;

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**Private Service** means any service that is not a Statutory Service;

**Open Space** is the land marked on the plan as community open space;

**Private Services** means any services that are not Statutory services;

**Restricted Use Areas** are the following parts of the Community Parcel:

- (1) The Swimming Pool;
- (2) The Gazebo;
- (3) The Tennis Court; and
- (4) The Barbecue Area.

**Service** includes:

- (1) The provision of sewerage and drainage;
- (2) Transmission by telephone, radio, television satellite or other means;
- (3) The supply of water, electricity, artificially heated or cooled air;
- (4) Security systems; and
- (5) Any other facility, supply or transmission.

**Services Diagram** means the plan labeled as 'services diagram' which outlines the rainwater, storm water and sewerage disposal system (and other services) servicing Community Lots and Community Development Lots;

**Service Line** means a pipe, wire, cable, duct or pole by which a Service is provided whether they be provided by a statutory or Government Agency or by a Private Service or Special Service;

**Sewerage System** means the system including any sewerage pump station, related plant and equipment and the drainage lines installed by the Original Proprietor in the Community Parcel for the collection and disposal of the sewage as shown on the Services Diagram;

**Special Resolution** is that type of resolution of the Community Association as is defined in the Act;

## DP270312

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**Statutory Service** is a service provided by a Statutory or Government Agency that provides a Service;

**Storm water System** means any detention tanks, line of pipes or other facilities located on The Lanes used for the purposes of collecting and draining water, whether rain, storm, spring, soakage, or seepage water.

**Subsidiary Land** is and land created on registration of a re subdivision of a community development lot;

**Swimming Pool** means the swimming pool located on the Community Property for use by the Owners and Occupiers of Lots.

**Tennis Court** means the tennis court located on the Community Property for use by the Owners and Occupiers of Lots.

**Unanimous** means the vote of all the members of the Community Association for or against a particular motion.

**You** means an owner, lessee, occupier or mortgagee in possession of a lot in The Lanes.

**TERMS OF INSTRUMENT NOT  
CHECKED IN L.P.I.**

DP270312

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CONSENTS AND APPROVALS

DATE: ..... 4<sup>th</sup> September 2002 .....  
SIGNATURE/SEAL: ..... See Below .....  
WITNESS: ..... P. Sandell .....  
NAME OF WITNESS: ..... Robert Sandell .....  
ADDRESS OF WITNESS: Suite 605, 203-233 New South Head Rd, Edgecliff 2027 .....  
OCCUPATION OF WITNESS: ..... Project Manager .....

**CERTIFICATE OF APPROVAL**

IT IS CERTIFIED THAT THE:

- (A) CONSENT AUTHORITY HAS APPROVED OF THE DEVELOPMENT DESCRIBED IN DEVELOPMENT APPLICATION NO 1056/2001, AND
- (B) TERMS AND CONDITIONS OF THIS MANAGEMENT STATEMENT ARE NOT INCONSISTENT WITH THAT DEVELOPMENT AS APPROVED

DATE: ..... 3-9-2002 .....

SIGNATURE ON BEHALF OF CONSENT AUTHORITY: .....



*[Handwritten signature]*  
Director  
*[Handwritten signature]*  
Filecion

REGISTERED  24.9.2002

DP270312

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EXECUTED BY CAPITAL FINANCE  
AUSTRALIA LIMITED ACN 069 663 133  
BY ITS DULY APPOINTED ATTORNEYS

BRETT LENNANE



MARK COLBETT

Full Names

PURSUANT TO POWER OF  
ATTORNEY OF WHICH THEY HAVE NO  
NOTICE OF REVOCATION  
IN THE PRESENCE OF:

Ullman

Witness

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Signature

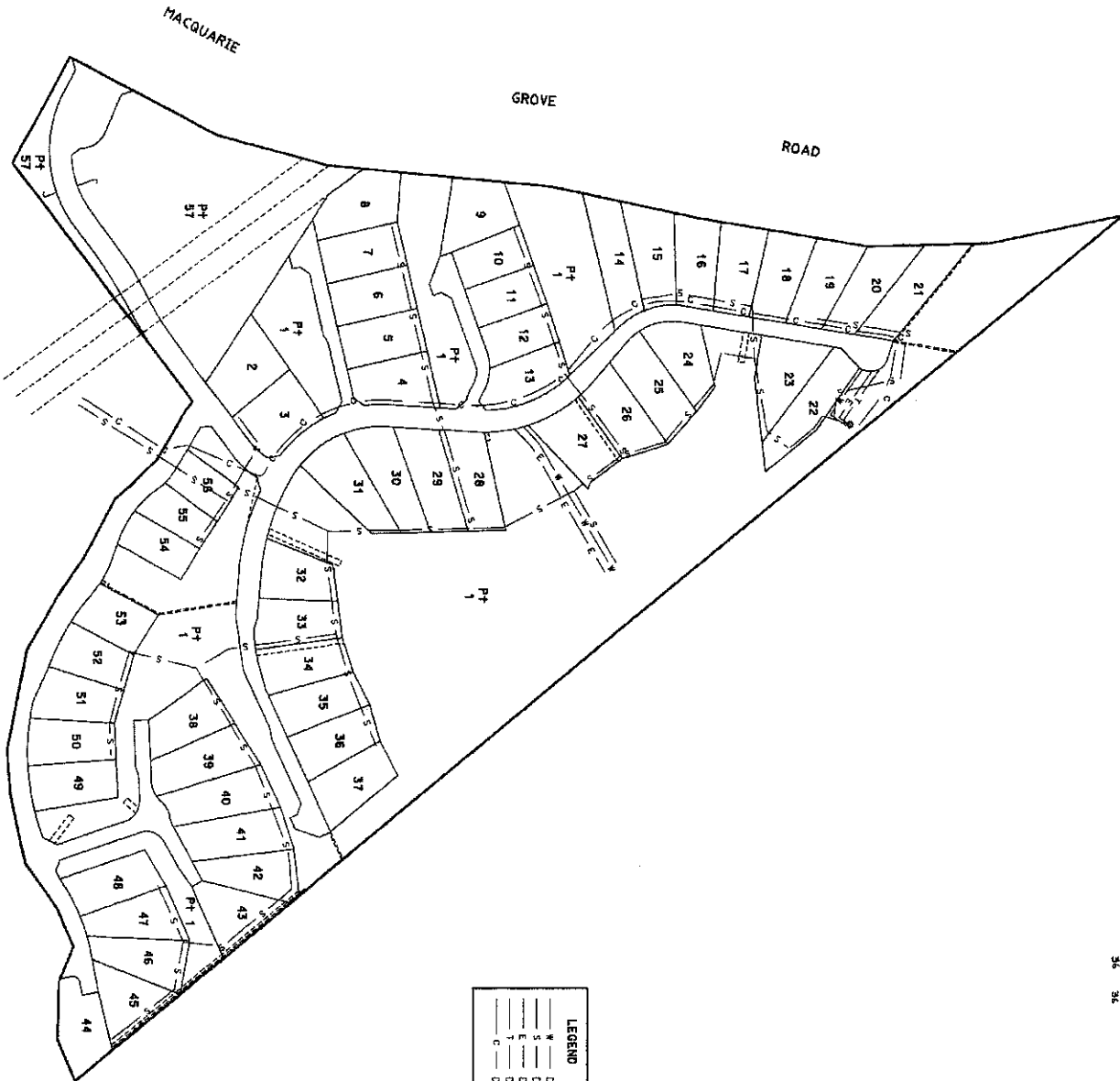
book 4288  
no 968

TERMS OF INSTRUMENT NOT  
CHECKED IN L.P.I.

REGISTERED



24.9.2002



MANAGEMENT STATEMENT

SHEET 36 OF 36 SHEETS

DP270312

PLAN OF SERVICE WORKS AS EXECUTED

I, **PAUL MICHAEL DALY**, Surveyor  
 of **JOHN M DALY & ASSOCIATES**, certify that this is a plan of the service works/ ~~assets~~ provided for the development shown in Community/Prescribed Management Plan No. 270312.  
 Signed: *Paul Michael Daly*

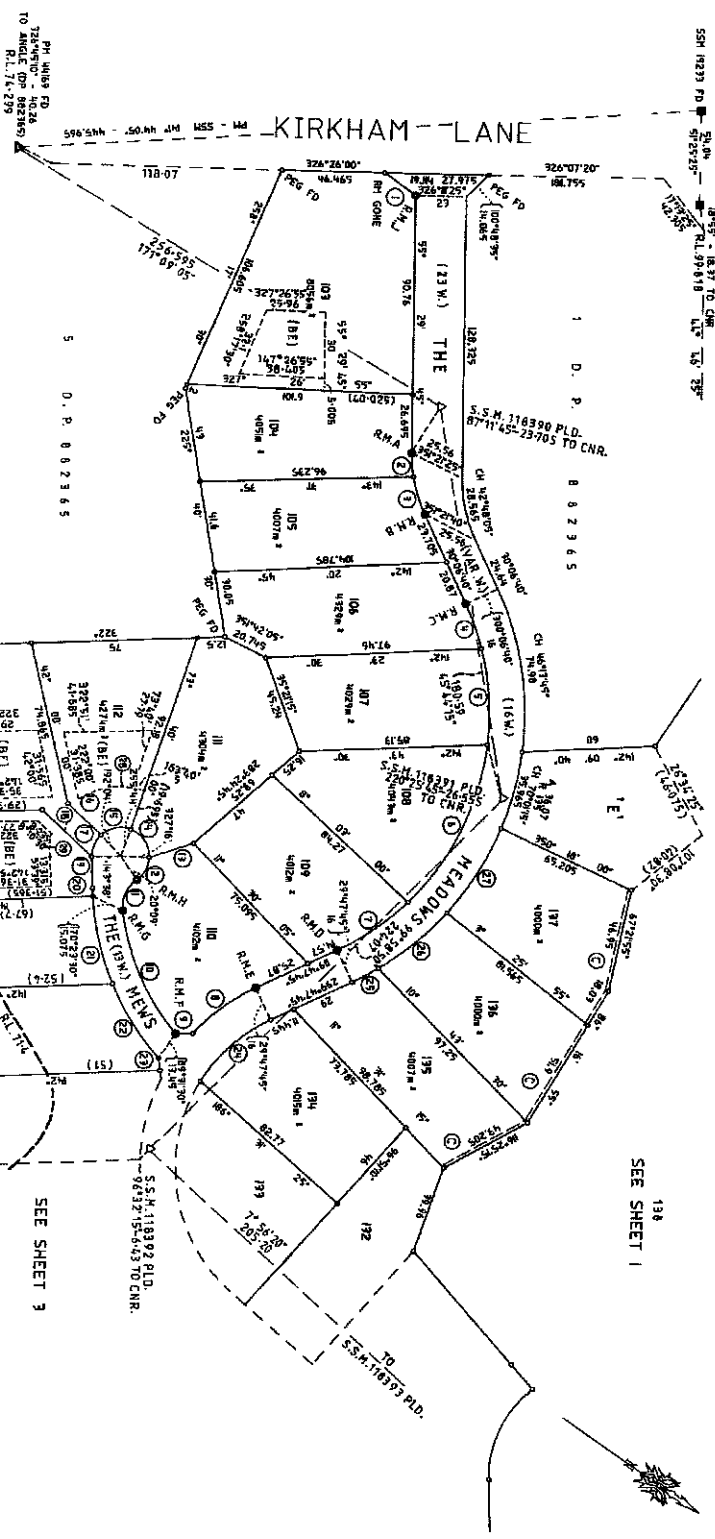
REGISTERED 24/9/2002

LEGEND	
W	DENOTES WATERMAIN (PRIVATE SERVICES)
S	DENOTES SEWER PIPE (PRIVATE SERVICES)
E	DENOTES ELECTRICAL CABLE U/G (PRIVATE SERVICES)
T	DENOTES TELSTRA CABLE U/G (PRIVATE SERVICES)
C	DENOTES SEWER RISING MAIN (PRIVATE SERVICES)



To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



SCHEDULE of CURVED BOUNDARIES

No.	BEARING	CORD	ARC	RADIUS
1	172°50'	17.005		
2	50°44'25"	10.739	10.739	45
3	38°02'50"	17.85	48.005	55
4	5°20'55"	21.729	21.729	60
5	5°40'50"	42.778	44.01	65
6	8°23'55"	50.236	64.935	70
7	10°21'35"	30.448	78.875	75
8	10°35'00"	75.035	75.442	80.5
9	14°54'20"	1.295		
10	20°37'35"	60.56	64.39	107.5
11	25°30'00"	15.485	16.275	15
12	26°52'25"	15.575	12	13
13	28°42'50"	21.09		
14	20°30'05"	15.195	16.23	11
15	18°54'00"	13.715	14.445	13
16	8°10'30"	23.765		
17	17°50'50"	10.665	10.99	13
18	8°40'30"	30.885		
19	5°44'45"	11.295		
20	5°44'45"	3.795	1.705	120.5
21	4°20'20"	40.715	40.91	120.5
22	2°29'20"	76.46	98.44	120.5
23	1°40'05"	5.815		
24	1°40'05"	42.215	42.8	74.5
25	28°30'00"	13.38	12.395	195
26	20°30'00"	40.85	40.85	195
27	26°12'35"	45.505	45.725	195
28	13°14'35"	74.3		
29	49°14'	110.115		

D. P. 8 0 2 3 6 5

D. P. 8 0 2 3 6 5

(BE) RESTRICTION ON THE USE OF LAND  
 FASTENING TO DRAIN WATER 1-5 WIDE

Plan Drawing only to appear in this space

DP1008458

Registered  
 16-12-1999  
 25-11-1999

See M. Day  
 Surveyor Registered under Statutes Act 1939  
 This is sheet 2 of the plan of 3  
 sheets covered by my certificate No  
 of 23785

For all other spaces is sufficient in any position from  
 Form 2

Median Bill: 11500



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

(Sheet 1 of 16 sheets)

**DP1008458**

Plan of subdivision of Lots 2 & 4 in  
DP 882365

Full name and address of  
Proprietor of the land

Rosmyra Pty Ltd  
ACN 002 270 162  
Suite 203 Level 2 Leyland House  
332 – 342 Oxford Street  
BONDI JUNCTION NSW 2022

**PART 1**

1. Identity of easement firstly referred to  
in abovementioned plan

Easement to drain water 1.5 wide

**Schedule of Lots etc. affected**

**Lots burdened**

135  
136  
137

**Lots benefited**

136, 137, part 138 designated 'E'  
137, part 138 designated 'E'  
part 138 designated 'E'

2. Identity of easement secondly referred to  
in abovementioned plan

Easement to drain water variable  
width

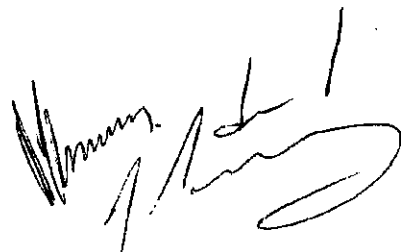
**Schedule of Lots etc. affected**

**Lots burdened**

119, 120, 133

**Authority benefited**

Camden Council



# DP1008458

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

Lengths are in metres

(Sheet 2 of 16 sheets)

PLAN 83/99

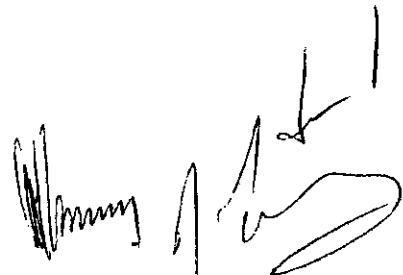
Plan of subdivision of Lots 2 & 4  
in DP 882365

**PART 1 (CONTINUED)**

3. Identity of easement thirdly referred to  
in abovementioned plan Easement for padmount substation  
2.75 wide

**Schedule of Lots etc. affected**

- | <u>Lots burdened</u>   | <u>Authority benefited</u>                            |
|--|---|
| 121, 126   | Integral Energy Australia                             |
| 4. <u>Identity of easement fourthly referred to<br/>in the abovementioned plan</u> | Easement for services 4 wide                          |
| <u>Lot burdened</u>  | <u>Lot benefited</u>                                  |
| 102  | Lot 3 in DP 882365                                    |
| 5. <u>Identity of easement fifthly referred to<br/>in the abovementioned plan</u>  | Easement for batter variable width                    |
| <u>Lots burdened</u>   | <u>Lot benefited</u>                                  |
| 126, 139   | 127   |
| 6. <u>Identity of easement sixthly referred to<br/>in the abovementioned plan</u>  | Easement for sewerage purposes<br>3 wide and variable |
| <u>Lots burdened</u>   | <u>Authority benefited</u>                            |
| 139  | Sydney Water Corporation                              |



# DP1008458

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

Lengths are in metres

(Sheet 3 of 16 sheets)

PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
DP 882365

**PART 1 (CONTINUED)**

7. Identity of restriction seventhly referred to  
in abovementioned plan

Restriction on the use of land

Schedule of Lots etc. affected

Lots burdened

Each lot except 102, 127, 138 and 139

Lots benefited

every other lot except 102, 127,  
138 and 139

8. Identity of restriction eighthly referred to  
in abovementioned plan

Restriction on the use of land

Schedule of Lots etc. affected

Lots burdened

113 – 126 inclusive  
131 – 133 inclusive

Authority benefited

Camden Council

9. Identity of restriction ninthly referred to  
in abovementioned plan

Restriction on the use of land

Schedule of Lots etc. affected

Lots burdened

Every lot except  
102, 127, 138, 139

Authority benefited

Camden Council



# DP1008458

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

Lengths are in metres

(Sheet 4 of 16 sheets)

PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
DP 882365

**PART 1 (CONTINUED)**

10. Identity of restriction tenthly referred to  
in abovementioned plan Restriction on the use of land

Schedule of Lots etc. affected

Lots burdened

Authority benefited

103, 112, 113, 114

Camden Council

11. Identity of restriction eleventhly referred to  
in abovementioned plan Restriction on the use of land

Schedule of Lots etc. affected

Lots burdened

Authority benefited

104, 105, 106

Camden Council

12. Identity of restriction twelfthly referred to  
in the abovementioned plan Restriction on the use of land

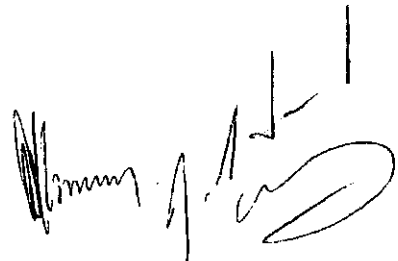
Schedule of Lots etc. affected

Lots burdened

Authority benefited

103 – 106 incl  
112 & 113

Camden Council



# DP1008458

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

Lengths are in metres

(Sheet 5 of 16 sheets)

PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
DP 882365

## PART 1 (CONTINUED)

13. Identity of restriction thirteenthly referred to  
in abovementioned plan Restriction on the use of land

### Schedule of Lots etc. affected

Lots burdened

Authority benefited

119, 120, 131, 132, 133

Camden Council

14. Identity of restriction fourteenthly referred to  
in abovementioned plan Restriction on the use of land

### Schedule of Lots etc. affected

Lots burdened

Authority benefited

Each lot except 102, 127, 138 and 139

Camden Council

## PART 2

1. Terms of easement firstly referred to in abovementioned plan

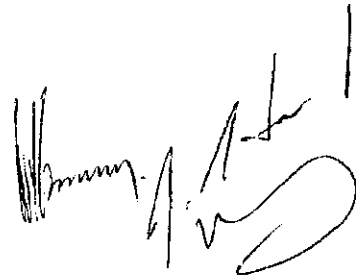
NAME OF AUTHORITY having the right to release vary or modify the easement firstly referred to in abovementioned plan.

CAMDEN COUNCIL

2. Terms of easement secondly referred to in abovementioned plan

NAME OF AUTHORITY having the right to release vary or modify the easement secondly referred to in abovementioned plan.

CAMDEN COUNCIL



# DP1008458

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

Lengths are in metres

(Sheet 6 of 16 sheets)

PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
DP 882365

**PART 2 (CONTINUED)**

3. Terms of easement thirdly referred to in abovementioned plan

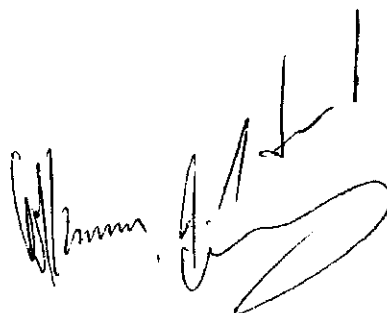
The terms of the easement for Padmount Substation set out in memorandum number 3021852 are incorporated in this document.

4. Terms of easement fourthly referred to in abovementioned plan

The 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 the Registered Proprietor from time to time and at all times make, lay out, construct, erect, install, carry, maintain, use through above or under the servient tenement all pipes, conduits and other equipment and materials necessary to provide and carry all or any service of sewage, to and from the said dominant tenement provided the said pipes, conduits, and materials shall be laid in such position so as to cause as little interference as possible with servient tenement together with the right for such person and every person authorised by the Registered Proprietor with any tools, implements or machinery necessary for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such services or any part thereof provided that such person and the persons authorised by the Registered Proprietor will take all reasonable precautions as to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

NAME OF PERSON having the right to release, vary or modify the easement fourthly referred to in abovementioned plan.

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT.



# DP1008458

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND  
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Lengths are in metres

(Sheet 7 of 16 sheets)

PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
DP 882365

**PART 2 (CONTINUED)**

5. Terms of easement fifthly referred to in abovementioned plan

An Easement for Batter in the terms of Part 6 of Schedule 8 of the Conveyancing Act 1919, (as amended) hereby amended for the purpose of the Instrument by the deletion of the words "not less than 14 days" from the fourth line of Clause 3 of the terms.

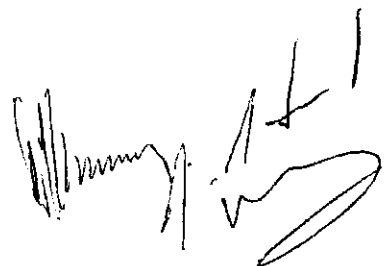
6. Terms of easement sixthly referred to in abovementioned plan

An Easement for Sewerage Purposes, in the terms set out in Memorandum 5736747 filed in the Land Titles Office, amended for the purposes of this Instrument as follows:

1. New clauses 1(c)(v) and 1(c)(vi) are inserted in the following terms:

- |          |   |
|----------|---|
| "1(c)(v) | plant or allow to be planted in, on, within or upon the said land any trees, shrubs or plants.  |
| 1(c)(vi) | install or lay or allow to be installed or laid in, over, on or under the said land any services above or below ground including without limitation electrical, telecommunications, gas, water, wastewater and stormwater pipes, conduits, cables, ducts and the like." |

For the purposes of this Instrument, references within Memorandum 5736747 as amended to 'the said land' means the site of the subject easement hereby created and references to 'transferred' means the easement or rights created herein in favour of the Authority benefited.



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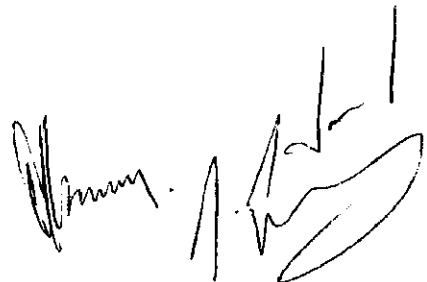
PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
DP 882365

## PART 2 (CONTINUED)

### 7. Terms of restriction seventhly referred to in abovementioned plan

- 1.1 For the purposes of these restrictions on the use of land the following expressions shall have the following meanings:
- 1.1.1 "front building alignment" means the front building alignment fixed by Camden Council for the lot burdened and in respect of corner lots the front building alignments fixed by Camden Council for each street PROVIDED THAT no front building alignment shall be less than 10 metres.
- 1.1.2 "home business" means an industry or occupation carried on in a dwelling or in a building the use of which is ancillary to a dwelling where the dwelling and the land on which the dwelling is located are primarily used for residential purposes and where the industry or occupation:
- (a) is carried on by the permanent residents of the dwelling and not more than one non-resident, if any; and
  - (b) does not take up floor space of more than 50 square metres in the whole dwelling or ancillary building; and
  - (c) does not interfere with the amenity of the locality because of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil, or otherwise; and
  - (d) does not involve exposure to view from any adjacent premises or from any public place of any unsightly matter, goods or products; and
  - (e) does not give rise to traffic levels out of keeping with those of the surrounding locality; and



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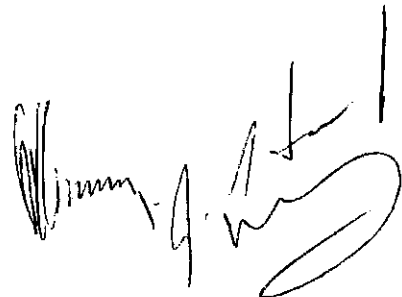
(Sheet 9 of 16 sheets)

PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
DP 882365

**PART 2 (CONTINUED)**

- (f) does not include acts of prostitution between persons of different sexes or of the same sex.
- 1.1.3 "Kirkham Meadows" means Rosmyra Pty Ltd for such period as it is the registered proprietor of any part of the land originally comprised in Lots 2 and 4, DP 882365 and thereafter all the registered proprietors for the time being of all lots originally comprised in Lot 2 and/or Lot 4 DP882365 and having a common boundary with the lot burdened.
- 1.1.4 "Outbuildings" shall include any animal shelters, barns, plant & equipment sheds, sheds, cabanas, dog kennels, pool equipment enclosures, gazebos, garden houses, stables, aviaries.
- 2.1 No main building, Outbuildings or garage or fence shall be erected or permitted to remain on any lot burdened unless the exterior of same is constructed of entirely new materials.
- 2.2 No existing structure or any part thereof shall be partly or wholly moved to or placed, erected upon or reconstructed on or be permitted to remain on any lot burdened.
- 3.1 Not more than one main building shall be erected or permitted to remain on any lot burdened.
- 3.2 No such main building shall be erected or used other than as single occupancy private dwelling house.
- 3.3 No main building shall be erected or permitted to remain on any lot burdened unless
- 3.3.1 the same shall have an internal floor area (excluding garages, carports, patios and verandahs) of at least 240 square metres.



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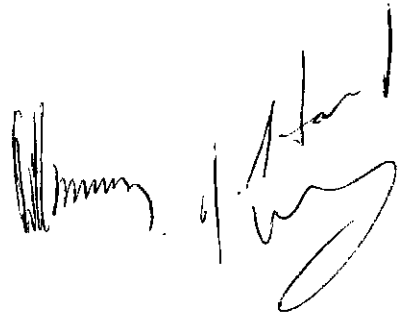
(Sheet 10 of 16 sheets)

PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
DP 882365

**PART 2 (CONTINUED)**

- 3.3.2 the external walls of the same are predominantly of brick or masonry construction and do not contain any asbestos or fibro cement.
- 3.3.3 the roof of the same is of low reflective materials and has a pitch of not less than 22.5 degrees.
- 3.3.4 the same shall have a minimum square width (excluding carports, patios, uncovered verandahs and detached garages) across the front of such main building of not less than 22 metres excepting Lots 107, 108, 119 and 132 which shall be not less than 18 metres. This restriction shall apply in respect of corner lots to only one street frontage.
- 4.1 No lot burdened shall have constructed thereon Outbuildings where the maximum height at any point exceeds 4.5 metres above natural ground level or the combined total internal floor area of such Outbuildings together with all garages thereon exceeds 90 square metres without the prior written approval of Kirkham Meadows.
- 4.2 4.2.1 No structures of any kind other than landscaping, driveways, mail boxes, flag poles and entry features (not exceeding 10 metres in length) shall be erected on any lot burdened between the front street alignment and the front building alignment.
- 4.2.2 No fences shall be erected on any lot burdened between the front street alignment and the front building alignment.
- 4.3 No garage, caravan or Outbuilding shall be erected or permitted to remain on any lot burdened until after or concurrently with the erection of any main building.
- 4.4 No structure to provide shelter for alpacas, cattle, horses, sheep, goats, dogs, birds or any other animals shall be constructed or permitted to remain on any lot burdened other than for the purpose of providing shelter for a domestic pet.

A handwritten signature in black ink, appearing to be 'William J. ...', is located in the bottom right corner of the page.

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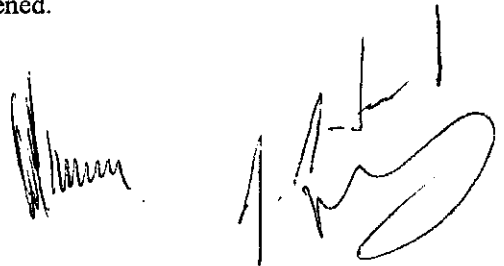
(Sheet 11 of 16 sheets)

PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
DP 882365

## PART 2 (CONTINUED)

- 4.5 No sewage or sullage waste water from any building erected on any lot burdened shall be disposed of except by connection to Sydney Waters Sewerage System.
- 4.6 No electricity, telephone cable, T.V. service or the plant, wires, cables thereof shall be installed or connected to any building erected on the lot hereby burdened unless such service is provided underground.
- 5.1 No advertisement hoarding, sign or advertisement material of any description shall be erected or displayed or be allowed to remain on any lot burdened. In the event of any such advertisement hoarding, sign or advertisement material aforesaid being erected or displayed or being allowed to remain aforesaid on any lot burdened then Kirkham Meadows, its servants, agents or employees shall be entitled to enter upon any lot burdened and to remove the same and in the event of the above happening the same shall be deemed to have happened at the express request and with approval and permission of the registered proprietor for the time being of any lot so burdened.
- 5.2 No activity of any kind which is noxious, noisy, hazardous, messy, ill-smelling or offensive shall be carried out on, in or upon any lot burdened at any time.
- 5.3 No buildings or improvements erected on any lot burdened shall be used for display or exhibition purposes nor be available for public inspection nor for the purposes of promoting the marketing or sale of residential buildings other than for the express purpose of selling the buildings erected on such lot burdened unless with the previous written consent of Kirkham Meadows.
- 5.4 No trailer of any kind, truck, caravan, campervan or boat shall be kept, placed, maintained or allowed to be parked or situated on any lot burdened between the front street alignment and the front building alignment.
- 5.5 No vehicle of any make or kind having a tare weight exceeding 3 tonnes shall be garaged, housed, parked, or allowed to remain on any lot burdened except where such vehicle is being used for the delivery of goods or for the purposes of construction of any improvement on any lot burdened.

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

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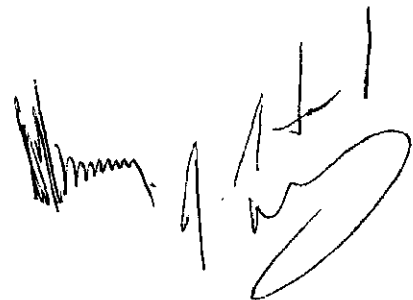
(Sheet 12 of 16 sheets)

PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
DP 882365

**PART 2 (CONTINUED)**

- 5.6 No unregistered motor vehicles, parts of motor vehicles, motor vehicle bodies or motor vehicles awaiting repair or restoration (whether registered or not) shall be housed, parked, stored or permitted to remain upon the lot burdened unless the same are completely housed, parked or stored within a totally enclosed garage in such a way as not to be visible from any other lot or the public road.
- 5.7 No profession, business trade or commercial activity of any kind other than Home Business shall be carried on in or upon any lot burdened.
- 5.8 No animals, including interalia alpacas, cattle, horses, sheep, goats, dogs and birds shall be brought onto or allowed to remain on any lot burdened unless such animals are domestic pets and do not exceed the number of such animals permitted under Camden Council's regulations.
- 5.9 No lot burdened shall be used for
- 5.9.1 the breeding, raising or keeping of pigs
  - 5.9.2 retail plant nurseries
  - 5.9.3 roadside stalls
  - 5.9.4 the breeding, raising, keeping, training, racing or boarding of animals for profit.
- 6.1 No fence shall contravene the requirements of Camden Council Policy covering the erection of fences in rural/residential zoned areas.
- 6.2 No boundary fence shall be erected or permitted to remain on any lot burdened
- 6.2.1 other than of posts with wire strands and/or wire netting and
  - 6.2.2 having a maximum height of 1.5 metres above natural ground level.

A handwritten signature in black ink, appearing to be a stylized name, possibly 'M. J. ...', written over a large, light-colored scribble or stamp.

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PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
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**PART 2 (CONTINUED)**

- 6.3 No fence shall be erected or permitted to remain on any lot burdened to divide it from any adjoining land owned by Rosmyra Pty Ltd (ACN 002 270 162) without its consent which shall not be withheld if such a fence is erected without expense to Rosmyra Pty Ltd (ACN 002 270 162).

NAME OF PERSON having the right to release vary or modify the restriction seventhly referred to in abovementioned plan.

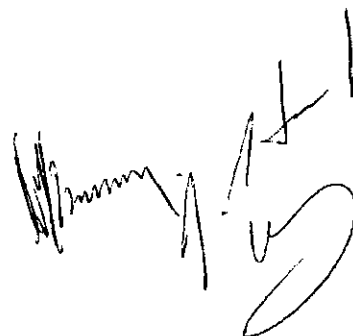
KIRKHAM MEADOWS

8. Terms of restriction eighthly referred to in abovementioned plan

No building containing habitable rooms shall be erected on any lot burdened unless such building is located above the RL71.40 AHD Contour Line shown on the above mentioned plan and the ground floor level of such building is equal to or above RL 72.00AHD, with the exceptions of Lots 131, 132 and 133 where no building containing habitable rooms shall be erected unless the floor level of such habitable rooms is located above RL 74.6AHD for Lot 131, RL74.3AHD for Lot 132 and RL73AHD for Lot 133, respectively. No structures shall be erected or filling placed on the lot burdened below the RL 71.40 AHD Contour Line shown on the abovementioned plan without the consent of Camden Council.

NAME OF AUTHORITY having the right to release vary or modify the restriction eighthly referred to in abovementioned plan.

CAMDEN COUNCIL

A handwritten signature in black ink, appearing to be 'Rosmyra Pty Ltd', is written in the bottom right corner of the page.

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PLAN *83/99*

Plan of subdivision of Lots 2 & 4 in  
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**PART 2 (CONTINUED)**

9. Terms of restriction ninthly referred to in abovementioned plan

No structure shall be erected or permitted to remain on the lot burdened unless the highest point of such structure does not exceed:

in respect of Lots 128, 130, 137	:	RL 91 AHD
in respect of Lots 103, 105, 106, 129	:	RL 92 AHD
in respect of Lots 104, 107, 108	:	RL 93 AHD
in respect of all other lots burdened	:	RL 90 AHD

NAME OF AUTHORITY having the right to release vary or modify the restriction ninthly referred to in abovementioned plan.

CAMDEN COUNCIL

10. Terms of restriction tenthly referred to in abovementioned plan

No building shall be erected on the lot burdened unless such building is erected within the building envelope 'BE' designated on the plan.

NAME OF AUTHORITY having the right to release vary or modify the restriction tenthly referred to in abovementioned plan

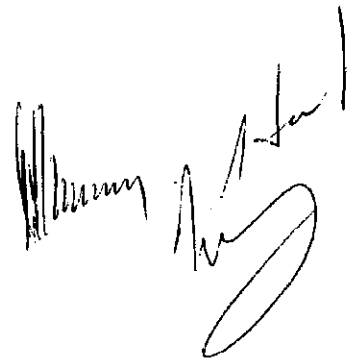
CAMDEN COUNCIL

11. Terms of restriction eleventhly referred to in abovementioned plan

No building shall be erected or permitted to remain on the lot burdened within 40 metres of the rear boundary

NAME OF AUTHORITY having the right to release vary or modify the restriction eleventhly referred to in abovementioned plan

CAMDEN COUNCIL

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a name, possibly 'William [unclear]'. It is written over a large, empty oval shape that has been drawn on the page.

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PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
DP 882365

**PART 2 (CONTINUED)**

12. Terms of restriction twelfthly referred to in abovementioned plan

No dwelling house erected on the lot burdened shall exceed one storey.

NAME OF AUTHORITY having the right to release vary or modify the restriction  
twelfthly referred to in abovementioned plan.

CAMDEN COUNCIL

13. Terms of restriction thirteenthly referred to in abovementioned plan

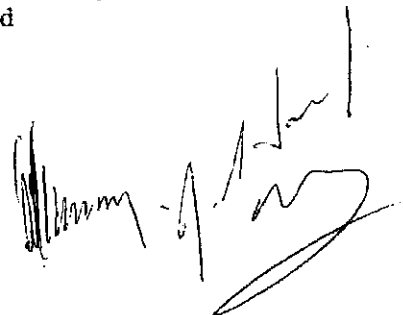
No works shall be undertaken on the lot burdened to alter the path, position, size or  
nature of the natural watercourse.

NAME OF AUTHORITY having the right to release vary or modify the restriction thirteenthly  
referred to in abovementioned plan.

CAMDEN COUNCIL

14. Terms of restriction fourteenthly referred to in abovementioned plan

1. No main building, outbuildings or garage or fence shall be erected or permitted to remain on any lot burdened unless the same has been designed, using environmentally sensitive materials on all external surfaces, in accordance with the requirements of Camden Council D.C.P. 83 – Kirkham.
2. No fences shall be erected on any lot burdened between the front street alignment and the front building alignment.
3. No tree presently existing on any lot burdened shall be removed, damaged, destroyed, topped or lopped without the written consent of The Council of Camden being first obtained in accordance with the requirements of Council's Tree Preservation order.
4. No boundary fence shall be erected or permitted to remain on any lot burdened other than of posts with wire strands and/or wire netting and



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

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PLAN 83/99

Plan of subdivision of Lots 2 & 4 in  
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### PART 2 (CONTINUED)

5. The registered proprietor for the time being of any lot burdened shall ensure that the landscaping implemented as part of the subdivision works will be appropriately maintained at all times.

NAME OF AUTHORITY having the right to release vary or modify the restriction fourteenthly referred to in abovementioned plan.

CAMDEN COUNCIL



*Michael*  
*Secretary*

Dated at Sydney this 25th day of December 1999  
Executed by Australia and New Zealand Banking Group Limited  
(ACN 005 457 523)  
Signed by its Attorney John Terrence Hay  
who certifies that he is Manager Business Banking pursuant to  
Power of Attorney Registered No. 840 Book 4228

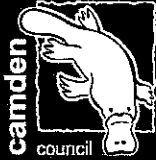
*[Signature]*  
(Signature)

Anita Gualigata  
(Print Name)

Assistant Manager  
(Title)

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3/12/99 - sw





## PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

**APPLICANT:** Donna Fuchs Conveyancing  
PO Box 99  
CAMPBELLTOWN NSW 2560

**Certificate number:** 20200150  
**Receipt number:** 2217713  
**Certificate issue date:** 21/01/2020  
**Certificate fee:** \$53.00  
**Applicant's reference:** DF:2014547 Augustinas  
**Property number:** 1124680

### DESCRIPTION OF PROPERTY

**Land Description:** LOT: 26 DP: 270312  
**Address:** 26 The Lanes KIRKHAM 2570

### BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, commercial building, etc..) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act.



## **1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS**

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

### **LOCAL ENVIRONMENTAL PLANS (LEP'S)**

Camden Local Environmental Plan 2010.

### **STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)**

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Miscellaneous Consent Provisions) 2007



SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Concurrences) 2018

SEPP (Primary Production and Rural Development) 2019

**Note:** The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

#### **DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)**

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1996)

Sydney Regional Environmental Plan No 20 - Hawkesbury - Nepean River (No 2 - 1997)

#### **DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)**

The subject land is not affected by an exhibited Draft Local Environmental Plan.

#### **DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)**

SEPP (Exempt and Complying Development Codes) 2008 Amendment (Proposed Housekeeping Amendments)

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

**Note:** The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

#### **DEVELOPMENT CONTROL PLANS**

Camden Development Control Plan 2019, as amended

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### **2/2A. ZONING AND LAND USE UNDER RELEVANT LEPS AND/OR UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006**

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.



Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the State Environmental Planning Policy (Sydney Region Growth Centres) 2006. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

A. RU1 PRIMARY PRODUCTION - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

Objectives of zone

- \* To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- \* To encourage diversity in primary industry enterprises and systems appropriate for the area.
- \* To minimise the fragmentation and alienation of resource lands.
- \* To minimise conflict between land uses within the zone and land uses within adjoining zones.
- \* To permit non-agricultural uses which support the primary production purposes of the zone.
- \* To maintain the rural landscape character of the land.

B. Permitted without consent

Extensive agriculture; Forestry; Home occupations.

C. Permitted with consent

Aquaculture; Bed and breakfast accommodation; Cellar door premises; Dual occupancies (attached); Dwelling houses; Environmental protection works; Extractive industries; Farm buildings; Farm stay accommodation; Garden centres; Home-based child care; Home businesses; Home industries; Intensive livestock agriculture; Intensive plant agriculture; Open cut mining; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Secondary dwellings; Any other development not specified in item B or D.

D. Prohibited

Amusement centres; Car parks; Commercial premises; Correctional centres; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Residential accommodation; Restricted premises; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Wharf or boating



facilities; Wholesale supplies

- E. Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed

Clause 14 of Schedule 1 of Camden Local Environmental Plan 2010 applies to land at Macquarie Grove Road, Kirkham, being Lot 3, DP 882365 (The Lanes). Development for the purposes of 55 dwelling houses is permitted with development consent if: (a) there is no more than one dwelling house for each 0.4 hectares of the site, and b) the curtilage of each dwelling house is no less than 1,000 square metres and no more than 2,000 square metres

- F. Whether the land includes or comprises critical habitat

No.

- G. Whether the land is in a conservation area (however described)

No.

- H. Whether an item of environmental heritage (however described) is situated on the land.

No.

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### **3. COMPLYING DEVELOPMENT**

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **HOUSING CODE**

Complying Development MAY be carried out on the land.

#### **LOW RISE MEDIUM DENSITY HOUSING CODE**



Complying Development MAY NOT be carried out on the land.

**Note:** The Low Rise Medium Density Housing Code does not apply to the Camden Local Government Area. Under Clause 3B.63 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, land within Camden Council is a deferred area. This clause ceases to have effect on 1 July 2020.

**RURAL HOUSING CODE**

Complying development MAY be carried out on the land.

**GREENFIELD HOUSING CODE**

Complying Development MAY or MAY NOT be carried out on the land.

**Note:** The Greenfield Housing Code does not apply to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area.

**INLAND CODE**

The Inland Housing Code does not apply to the Camden Local Government Area.

**HOUSING ALTERATIONS CODE**

Complying development MAY be carried out on the land.

**GENERAL DEVELOPMENT CODE**

Complying development MAY be carried out on the land.

**SUBDIVISION CODE**

Complying development MAY be carried out on the land.

**DEMOLITION CODE**

Complying development MAY be carried out on the land.

**COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE**

Complying development MAY be carried out on the land.

**COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE**

Complying development MAY be carried out on the land.

**FIRE SAFETY CODE**

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

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**4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

Not Applicable.

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## 5. MINE SUBSIDENCE

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No.

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## 6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is 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 the council.

No.

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## 7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy:

- (a) Adopted by the council, or
- (b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

### LAND SLIP

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

### BUSHFIRE

The land is affected by the provisions of a Development Control Plan and by Planning for Bushfire Protection 2006 (NSW Rural Fire Service) that may restrict the development of the land because of the likelihood of bushfire.

### TIDAL INUNDATION

The subject land is not affected by a policy adopted by the Council or with Council being notified



of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

#### **SUBSIDENCE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence or any other risk.

#### **ACID SULPHATE SOILS**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulphate soils.

#### **OTHER RISK**

Contamination:

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

Salinity:

Council's policy 'Building in a Salinity Prone Environment' applies to the whole of the council area. The policy includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. A copy of the policy is available on Council's website.

### **7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

- (a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi-dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.

No

- (b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.

### **8. LAND RESERVED FOR ACQUISITION**



Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No.

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## **9. CONTRIBUTIONS PLANS**

The name of each contributions plan applying to the land

Camden Contributions Plan 2011.

### **9A. BIO-DIVERSITY CERTIFIED LAND**

If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.

**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.

The land is not biodiversity certified.

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## **10. BIODIVERSITY STEWARDSHIP SITES**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

**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.

No.

### **10A. NATIVE VEGETATION CLEARING SET ASIDES**

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No.

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#### **11. BUSH FIRE PRONE LAND**

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

Council has been supplied by the NSW Rural Fire Service with a Bush Fire Prone Land Map for the purposes of a bush fire risk management plan applying to the land within the Camden Local Government Area. Based on that map, it appears the land referred to in this certificate is partially bushfire prone land.

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#### **12. PROPERTY VEGETATION PLANS**

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

No.

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#### **13. 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 the council has been notified of the order).

No.

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#### **14. DIRECTIONS UNDER PART 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.



No.

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**15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.

- (a) Is there a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land?

No.

- (b) Are there any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

It is the responsibility of the person who benefits from a development consent to ascertain the validity of the development consent within the meaning of section 4.19 and section 4.53 of the Environmental Planning and Assessment Act 1979, as amended.

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**16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS**

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and  
(b) that a copy may be obtained from the head office of the Department.

No.

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**17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

- (1) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

- (2) Are there any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No.

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## **18. PAPER SUBDIVISION INFORMATION**

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Not Applicable.

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## **19. SITE VERIFICATION CERTIFICATES**

Is there a current site verification certificate, of which the council is aware, in respect of the land?

Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

No.

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## **20. LOOSE-FILL ASBESTOS INSULATION**

If the land includes 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, a statement to that effect.

No, not listed.

Contact NSW Fair Trading for more information.

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## 21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

A statement of:

whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

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.

There is no affected building notice the Council is aware that is in force in respect to this land

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**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) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No



- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

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#### **DISCLAIMER AND CAUTION**

The information on zones, controls etc., given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

**Ron Moore**  
General Manager

Application: **10349313**  
Your Ref: 20/4547

21 January 2020

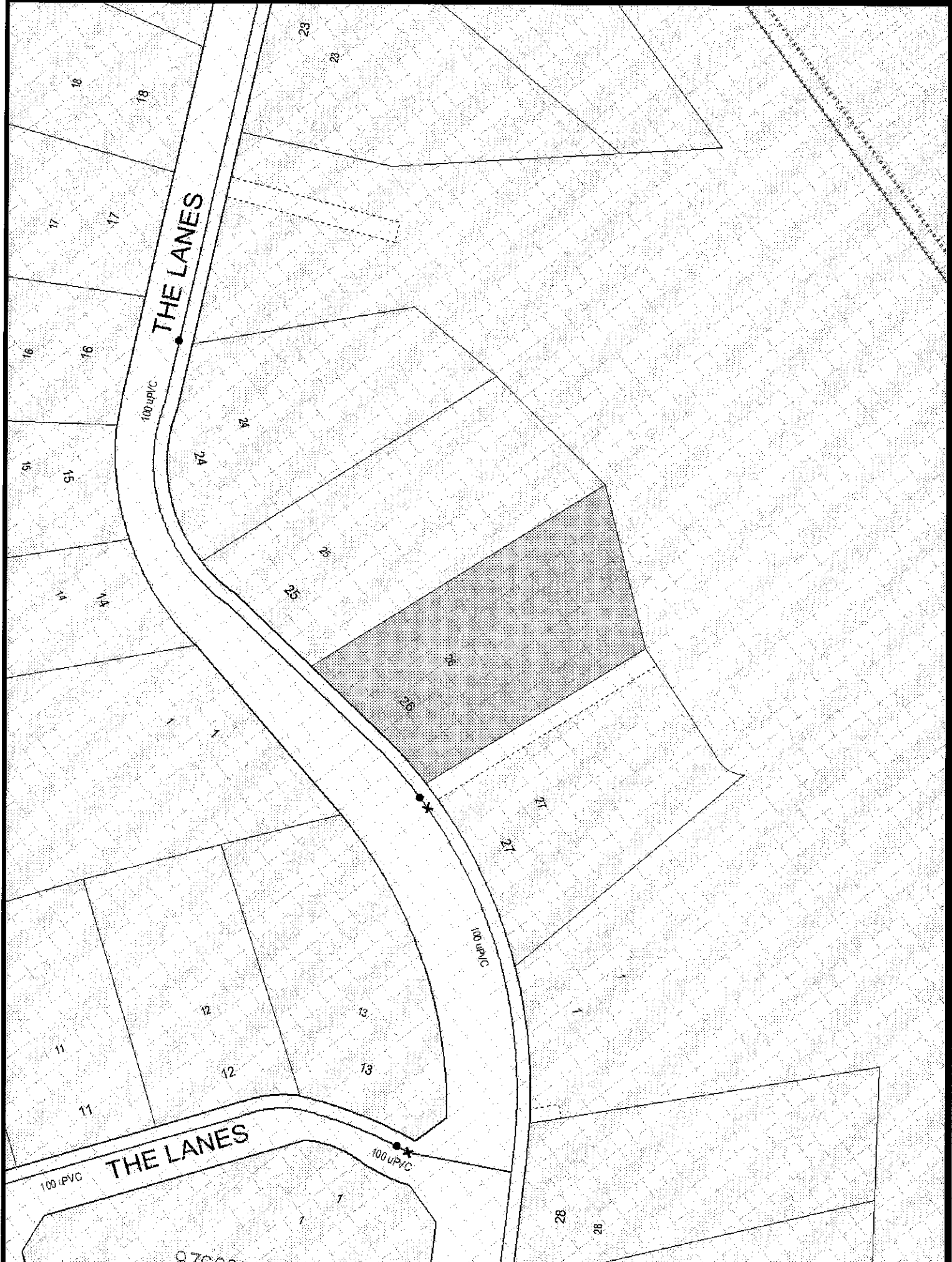
**Property details: 26 The Lanes KIRKHAM NSW 2765  
LOT 26 DP 270312**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services  
Customer Services



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.