

Contract for the sale and purchase of land 2018 edition

TERM

MEANING OF TERM

NSW Duty:

vendor's agent

Cleaver Management Pty Ltd
 148 Coates Road
 POSSUM BRUSH NSW 2430
 Contact: Dominique Cleaver / Nick Cleaver
 Phone: (02) 6554 3162 Mobile: 0400 769 253
 E: cfr@cfr.com.au

vendor

Adrian Krekacs and Vasiliki Krekacs

vendor's solicitor

Craddock Murray Neumann Lawyers Pty Ltd
 Level 21 227 Elizabeth Street Sydney NSW 2000
 DX 1411 Sydney E: nhouen@craddock.com.au

Phone 02 8268-4000
 Fax 02 8268-4001
 Ref Nick Houen

date for completion

day after the contract date (clause 15)

land

Lot 7, "The Sanctuary", 148 Coates Road, Possum Brush, NSW, 2430

(address, plan details and title reference)

Lot 7 in Neighbourhood Plan DP286227

Certificate of Title Folio Identifier No. 7/286227

☐ VACANT POSSESSION ☒ subject to existing tenancies

improvements

☒ HOUSE ☐ garage ☐ carport ☐ carspace ☐ storage
☐ none ☐ other:

attached copies

☒ documents in the List of Documents as marked or numbered:
☐ other documents:

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

inclusions

☒ blinds ☒ dishwasher ☒ light fittings ☒ stove
☐ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☐ pool equipment
☒ clothes line ☒ insect screens ☐ solar panels ☒ TV antenna
☒ curtains ☒ other: Refer to the Inventory attached

exclusions

purchaser

purchaser's solicitor

Phone
 Email
 Ref

price \$

deposit \$

(10% of the price, unless otherwise stated)

balance \$

contract date

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

buyer's agent

purchaser's co-ownership

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

deposit

☐ INVESTED ☒ not invested

guarantor

name and address:

name and address:

Refer to special condition clause 49 for execution by Guarantor

FOR EXECUTION BY VENDOR AND PURCHASER SEE PAGE 2A

2A

Execution by vendor

SIGNED by **ADRIAN KREKACS** in the
presence of:

Signature of Witness

Signature

Name of Witness

SIGNED by **VASILIKI KREKACS** in the
presence of:

Signature of Witness

Signature

Name of Witness

Execution by purchaser

SIGNED by
in the presence of:

Signature of Witness

Name of Witness

Signature

SIGNED by
in the presence of:

Signature of Witness

Name of Witness

Signature

EXECUTED for and on behalf of

(ACN) in accordance with
Section 127(1) of the *Corporations Act 2001*:

Signature of Director

Name of Director

Signature of Director/Secretary

Name of Director/Secretary

EXECUTED for and on behalf of

(ACN) in accordance with
Section 127(1) of the *Corporations Act 2001*:

Name of Sole Director and Sole Secretary

Signature of Sole Director and Sole
Secretary

SIGNED for

ACN

by its duly authorised Attorney who warrants
that the Power of Attorney has not been
revoked:

Signature of Witness

Signature of Attorney

Name of Witness

Name of Attorney

Execution by guarantor

REFER TO SPECIAL CONDITION CLAUSE 49 FOR SIGNING BY EACH GUARANTOR

List of Documents

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

Len Robinson Strata & Community Management Pty Ltd
 PO Box KL 925 Kings Langley NSW 2147
 Tele: (02) 9624 6864 F: (02) 96307227
 E: office@lrsm.com.au

Cooling-off certificate

I, _____
of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as Lot 7, "The Sanctuary", 148 Coates Road Possum Brush NSW 2430 from Adrian Krekacs and Vasiliki as Vendor to

as purchaser in order that there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

- (d) I have explained to _____

the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:

- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate;
- (iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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:

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp 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.

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>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>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>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

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*.
- 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 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

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW 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 *RW 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 *RW payment*.
- 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

- **Definitions and modifications**

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

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- 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 *Lodgement 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
- 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 <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</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 *remittance amount* 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 *remittance amount*.
- 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.

Lot 7, 148 Coates Road
POSSUM BRUSH NSW 2430

Special Conditions

32 Interpretation and general provisions

32.1 Definitions

In this Agreement unless the context otherwise requires:

Agreement means the Contract for Sale and Purchase of the Land between the Vendor and Purchaser including these Special Conditions.

Authority is any government department, local government, government or statutory authority or any other party under a Law which has a right to impose a requirement or whose consent or approval is required in respect of any matter concerning the Property.

Bankruptcy Act means the *Bankruptcy Act 1966* (Cth).

Completion Date means the date for completion described on the front page of this Agreement.

Corporations Act means the *Corporations Act 2001* (Cth).

GST is a goods and services tax, as governed by the GST Act.

GST Act is *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvent shall mean:

- (a) with respect to a party who is a natural person that:
 - (i) he commits an act of bankruptcy or is declared bankrupt or insolvent or his estate otherwise becomes liable to be dealt with under any law relating to bankruptcy and/or insolvency;
 - (ii) he is otherwise unable to pay its debts when they fall due; or
 - (iii) something having a substantially similar effect to any of the circumstances detailed in any of subclauses (i) and (ii) above happens in connection with that person under the law of any jurisdiction; and
- (b) with respect to a party that is a company that:
 - (i) it is (or states that it is) insolvent (as defined in the Corporations Act);
 - (ii) it has a Controller (as defined in the Corporations Act) appointed to any part of its property;
 - (iii) it is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver appointed to any part of its property;

- (iv) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other party to this Agreement);
- (v) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that party, which is preparatory to or could result in any of the circumstances detailed in any of paragraphs (a), (b), (c) or (d) above;
- (vi) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (vii) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the other party to this Agreement reasonably deduces it is so subject); or
- (viii) it is otherwise unable to pay its debts when they fall due; or
- (ix) something having a substantially similar effect to any of the circumstances detailed in any of paragraph (a) to (h) above happens in connection with that person under the law of any jurisdiction.

Interest Period means the period commencing on the day following the Completion Date and ending on the date of actual completion.

Property means the land as described on the front page of this Agreement.

Law is:

- (a) Commonwealth and State legislation including regulations, by-laws, and other subordinate legislation;
- (b) common law and equity;
- (c) Authority requirements; and
- (d) guidelines of the Commonwealth, the State and local governments and Authorities with which either party is legally required to comply.

Purchaser means the purchaser described on the front page of this Agreement.

Services means existing or proposed water, sewerage and drainage, gas, electricity, telephone and other installations (if any) in or upon the Property.

Standard Conditions means the printed clauses of the standard Contract for Sale and Purchase of Land 2018 Edition forming part of this Agreement.

Vendor means the vendor described on the front page of this Agreement.

32.2 Law of the Agreement

This Agreement is governed by the law in force in New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that place.

32.3 No assignment, mortgage or charge

The Purchaser may not assign, mortgage, charge or otherwise dispose of all or any of its rights under this Agreement without the prior written approval of the Vendor.

32.4 Entire agreement

This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

32.5 References

In this Agreement (unless the context otherwise requires):

- (a) references to parts, clauses, schedules, exhibits and annexures refer to them of, in and to this Agreement;
- (b) a reference to this Agreement includes all schedules, exhibits and annexures to this Agreement;
- (c) a reference to **including**, **includes** or **include** must be read as if it is followed by **(without limitation)**;
- (d) a reference to a court is to an Australian court;
- (e) a reference to a party is to a party to this Agreement;
- (f) where an expression is defined, any other part of speech or grammatical form of that expression has a corresponding meaning;
- (g) the singular includes the plural and vice-versa;
- (h) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;
- (i) headings do not affect the interpretation of this Agreement;
- (j) a reference to any party includes that party's executors, administrators, substitutes, successors and permitted assigns; and
- (k) a reference to \$, AUD or dollar is to the lawful currency of the Commonwealth of Australia.

33 Amendments to Standard Contract

The Standard Conditions are amended as follows:

- (a) Clause 6.2 is deleted.
- (b) Clause 7.1.1 is deleted.
- (c) Clause 8 is amended by adding the words at the beginning of the clause: "Despite any other provisions in this contract,".

- (d) In line 1 clause 10.1, insert after the word “*terminate*” the words “*or delay completion*”.
- (e) Clauses 10.1.8 and 10.1.9 are amended by inserting after the word “substance”, the words “*or existence*”.
- (f) Clause 10.1.10 is included as follows:

“any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.”
- (g) Clause 11 is replaced with: “The vendor shall not be liable or responsible for complying with any *work order*, whether made before or after the date of this contract.”
- (h) Clause 12.2 is deleted.
- (i) Clause 14.4.2 is amended by deleting the words “the person who owned land owned no other land”.
- (j) Clause 16.2 is deleted.
- (k) Clause 16.5 is amended by deleting the words “, plus another 20% of that fee”.
- (l) Clause 16.8 is deleted.
- (m) Clause 18.7 is deleted.
- (n) Clauses 23.6, 23.7 and 23.9 are deleted.
- (o) Clause 28 is deleted.

34 Inconsistency

If there is any inconsistency between any provision in these Special Conditions and the Standard Conditions, these Special Conditions shall prevail.

35 Death, mental illness etc.

If:

- (a) a party (or if two or more persons are selling or purchasing jointly then if any one of them) dies or becomes mentally ill prior to completion; or
- (b) the Purchaser becomes Insolvent,

the other party or the Vendor as the case may be may rescind this Agreement by notice in writing in which event the provisions of clause 19 apply.

36 Particulars of title

For the purposes of clause 4 of this Agreement, the Purchaser acknowledges that the agreement contains sufficient details of the Vendor’s title to enable the Purchaser to prepare the form of transfer referred to in that clause.

37 Condition of the Property generally

37.1 Condition of the Property

The Property is sold in its present state of repair and the Purchaser may not make any objection, requisition, claim for compensation, delay completion or rescind on account of:

- (a) any defects in the Property of which the Purchaser is or ought reasonably on inspection to have been aware; or
- (b) the state of repair of the improvements on the Property or any minor real or apparent breaches of:
 - (i) The *Environmental Planning and Assessment Act 1979* or regulations under that Act; or
 - (ii) the *Local Government Act 1993* or any regulations or ordinances under that Act.

37.2 Condition of Inclusions

The Purchaser agrees that:

- (a) any fixtures or items of personal property sold with the Property (“**Included Items**”) are sold in the condition and state of repair and functionality as at the date of this Agreement;
- (b) the Purchaser has inspected and is aware of the condition and state of repair and functionality of those Included Items;
- (c) the Vendor does not warrant that the Included Items or any of them are or will be in good condition or working order as at the date of this Agreement or as at completion; and
- (d) the Vendor cannot be required to remove, repair, replace or spend money on any Included Items before or after completion.

37.3 No warranty by Vendor

The Vendor makes no warranty:

- (a) that no hazardous material is present in, over or on the Property or as to the nature or extent to which the Property is affected by any hazardous materials; or
- (b) of the condition or position of any of the improvements on the Property or of the capacity, quality or condition of the Property or of its adequacy or suitability for the Purchaser’s purposes.

37.4 Drainage Matters

The Vendor discloses and the Purchaser acknowledges and agrees that:

- (a) there is no sewer or drainage diagram relating to the Property available from the relevant public or local authority for annexure to this Agreement

for the purposes of Item 2 of Schedule 1 of the *Conveyancing (Sale of Land) Regulation 2017*;

- (b) there is a septic tank on the Property ("Septic Tank") which the Vendor discloses under File No. 5709/1999/OSSM Mid-Coast Council;
- (c) the Vendor cannot be required to do anything or spend any money before or after completion to ensure that the Septic Tank has or retains a current approval from Mid Coast Council; and
- (d) the Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of:
 - (i) the fact that there is no sewer or drainage diagram attached to this Agreement relating to the Property; or
 - (ii) the approval by or from the Mid-Coast Council to operate the Septic Tank.

38 Consequences of default in settlement

38.1 Notice to Complete

The parties agree that:

- (a) if either party does not complete this Agreement by the Completion Date the other party has the right to make time of the essence of this Agreement by serving a notice to complete the agreement;
- (b) a notice requiring completion after 14 days from its receipt is regarded by the parties as reasonable and sufficient to make the time for completion stated in that notice an essential term of this Agreement; and
- (c) in circumstances justifying the issue by either party of a notice to complete or otherwise to comply with any of the provisions of this Agreement a period of 14 days from receipt of the notice is reasonable and sufficient to make the time for completion or other compliance essential.

38.2 Payment for additional work

If the Purchaser is not ready willing and able to complete this Agreement on the Completion Date and the Vendor has to issue a Notice to Complete:

- (a) the Purchaser must pay to the Vendor the amount of \$350.00 for value additional work to be done by the Vendor's solicitor (excluding GST) in relation to the need to issue the Notice to Complete and attend to matters relating to late completion; and
- (b) payment of the sum required by this clause is an essential term of this Agreement and the Vendor may terminate this Agreement and claim the deposit if the Purchaser fails or refuses to pay this sum to the Vendor.

38.3 Interest

- (a) If completion does not occur on or before the completion date and the Vendor is not responsible for any delay, the Purchaser shall pay to the Vendor, on completion, interest calculated:
 - (i) daily at the rate of 10% per annum;
 - (ii) on the balance of the purchase price payable under this Agreement, in respect of the Interest Period (other than in respect of any part of the Interest Period during which completion has been delayed due to the fault of the Vendor).
- (b) It is an essential term of this Agreement that the Purchaser must pay the interest (if any) pursuant to this clause 38.3 and the Purchaser may not require the Vendor to complete this Agreement unless the Purchaser pays to the Vendor the interest payable on completion.
- (c) If due to no fault of the Vendor completion takes place after 4.00 p.m. on the completion date or after 4.00 p.m. on any day after the completion date, clause 38.3(a) applies as if completion takes place on the business day after the day on which completion actually takes place.

39 Restrictions

39.1 Excluded matters

The Purchaser may not raise any requisitions or objections or make any claim for compensation or delay completion or rescind or terminate this Agreement in respect of:

- (a) any latent or patent defects affecting the Property;
- (b) any boundary that is not fenced or any fences which are not on the correct boundary or the existence of any give-and-take fencing arrangement between the Vendor and adjoining landowners;
- (c) the existence of any sewers, drains, pipes, cables, wires or installations which pass through, over or under the Property;
- (d) the existence or otherwise of any water, sewerage, drainage, gas, electrical or telephone installations or services to the Property or in any way affecting the Property;
- (e) any breach of any Law in relation to the Property or any structure on the Property; or
- (f) the legality or otherwise of the current use of the Property.

39.2 Services

The Purchaser acknowledges that it is purchasing the Property (subject to s. 52A of the *Conveyancing Act 1919* and the regulations made under that section) subject to the Services and may not raise any requisitions or objections or make any claim for

compensation or delay completion or rescind or terminate this Agreement in respect of:

- (a) the nature, location, availability or non-availability of the Services or defects in the Services;
- (b) whether or not the Property is subject to or has the benefit of any rights or easements in respect of the Services;
- (c) any underground or surface stormwater drain passing through or over the Property or any manhole or vent on the property; or
- (d) any rainwater downpipe being connected to the sewer.

39.3 Carrying out of work on the Property before completion

The Purchaser may not call upon the Vendor to carry out any work or spend any money on the Property including, without limitation, any land rehabilitation or restoration, vegetation clearance, earthworks, rubbish removal, repairs or replacement of any items included in the sale which may sustain breakage, breakdown, damage or destruction except such as is caused by the malicious, intentional or negligent act of the Vendor.

40 Acknowledgements, warranties and representations

- (a) The Purchaser acknowledges the Vendor's disclosure in the annexed certificate under section 10.7 of the *Environmental Planning & Assessment Act 1979* of all environmental planning instruments (including draft environmental planning instruments) affecting the Property as notified by the relevant Council.
- (b) The Purchaser represents and warrants that:
 - (i) it has inspected the section 10.7 certificate and has obtained advice on the section 10.7 certificate and the instruments referred to in the section 10.7 certificate;
 - (ii) it is satisfied about the purposes for which the Property may be used and about all restrictions and prohibitions on development of the Property;
 - (iii) it is satisfied as to the nature, quality, condition and state of repair of the Property;
 - (iv) it accepts the Property as it is together with all defects (latent or patent) and all dilapidation and infestation;
 - (v) it was not induced to enter into this Agreement by and did not rely on any representations or warranties by the Vendor, the Vendor's agent or persons on behalf of the Vendor about the subject matter of this Agreement (including, representations or warranties about the construction, nature or the fitness or suitability for any purpose of the Property or about any financial return or income to be derived

from the Property) except those representations and warranties set out in this Agreement; and

- (vi) it has obtained appropriate independent advice on and is satisfied about:
 - (A) its obligations and rights under this Agreement;
 - (B) the nature of the Property and the purposes for which the Property may be lawfully used;
 - (C) its rights, entitlements and obligations (if any) under the GST Act (or any other Law relating to GST) arising in connection with this Agreement;
 - (D) its entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1936* for depreciation of any plant or equipment in the Property or in connection with the cost of construction of the Property; and
 - (E) the extent to which any potentially contaminating activities may have been carried out on the Property.
- (c) The Purchaser acknowledges the Vendor has entered into this Agreement on the basis the representations and warranties contained in clause 40(b) are true and not misleading.
- (d) The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of:
 - (i) any of the matters referred to in clause 40(b);
 - (ii) loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Property between the date of this Agreement and completion;
 - (iii) the condition or existence or non-existence of services; or
 - (iv) the presence in or on the Property of asbestos or contamination.
- (e) This clause 40 does not merge on completion.

41 Land Tax Certificate

For the purposes of clause 16.6 of this Agreement, the Vendor shall serve a current land tax certificate on the Purchaser at least fourteen (14) days before the Completion Date, providing that the certificate served by the Vendor does not have to show that there is no charge on the Property.

42 Agent

The Purchaser:

- (a) warrants that the Purchaser was not introduced to the Vendor or the Property by any agent except the agent (if any) named in this Agreement; and
- (b) indemnifies the Vendor (and if more than one each of them) against any claim for commission which might be made by any agent resulting from any introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim. The provisions of this special condition shall not merge on completion.

43 Condition of inclusions

The Purchaser acknowledges and agrees that:

- (a) the Purchaser must take any inclusions sold with the Property (including any items listed as inclusions on the front page of this Agreement and the Inventory, a copy of which is attached to this Agreement) (the “**Inclusions**”) in whatever condition and state of repair they are in and whether they function fully or partly or at all, at and after the date of this Agreement and at completion;
- (b) between the date of this Agreement and completion, the Vendor must take reasonable care of the Inclusions but:
 - (i) is not liable for reasonable wear and tear to the Inclusions; and
 - (ii) cannot be required to replace, repair, remove, fix, do any work on or spend any money on any of the Inclusions;
- (c) the Vendor does not warrant that any of the Inclusions will be in a good or serviceable or functional condition or state of repair at completion;
- (d) the Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of any matter disclosed or referred to in this clause 43.

44 Deposit

44.1 Payment of deposit by instalments

The Purchaser acknowledges and agrees that:

- (a) the deposit payable for the purposes of this Agreement is an amount equivalent to 10% of the price payable by the Purchaser;
- (b) the Vendor may accept payment of the deposit by instalments; and
- (c) if the Vendor accepts payment of the deposit by instalments:
 - (i) the Purchaser must pay the first instalment at the date of this Agreement and any other instalments by such other dates as the Vendor agree with the Purchaser and in any event on or before completion;

- (ii) it is an essential condition of this Agreement that the Purchaser must pay any unpaid instalments of the deposit on or before completion; and
- (iii) the Purchaser warrants that it will pay any unpaid instalments of the deposit on or before completion.

44.2 Investment of Deposit

For the avoidance of doubt, the parties agree that the deposit shall not be invested unless:

- (a) the Purchaser requests the *depositholder* in writing to invest the deposit and provides the Purchaser's Tax File Number(s) to the *depositholder*; and
- (b) the Vendor agrees to the investment of the deposit and also provides the Vendor's Tax File Number(s) to the *depositholder*.

45 Requisitions

For the purposes of clause 5 of this Agreement, the Purchaser:

- (a) is only entitled to submit *requisitions* in the form and content comprised in the Law Society of NSW Residential Property Requisitions – 2018, attached to this Agreement; and
- (b) acknowledges that the Vendor is not entitled to reply to any *requisitions* submitted in any other form.

46 Smoke alarms

The Purchaser cannot make a claim or requisition or rescind or terminate should the Vendor not have complied with the provisions of the regulations under the *Environmental Planning and Assessment Act 1979* (NSW) relating to the installation of smoke alarms in the Property

47 Management Agreement and Caretaker Agreement

47.1 Vendor disclosure

- (a) The Vendor disclosures and the Purchaser agrees that the Property (including its ownership and use) is subject to the following agreements ("**Clarendon Agreements**"):
 - (i) Clarendon Forest Retreat Management Agreement dated 14 December 2015 between the Vendor and Cleaver Management Pty Limited ("**Management Agreement**"); and
 - (ii) Deed of Assignment Clarendon Forest Retreat DP286227 between Neighbourhood Association – Deposited Plan 286227, Clarendon

Forest Retreat Pty Limited and Cleaver Management Pty Ltd as Trustee for the Cleaver Family Trust (“**Caretaking Agreement**”).

- (b) The Purchaser agrees and warrants that the Purchaser in entering into this Agreement:
- (i) has read and understood the Clarendon Agreements;
 - (ii) has sought and obtained independent legal advice regarding the Clarendon Agreements and their relevance to the Purchaser’s ownership and use of the Property after completion of this Agreement; and
 - (iii) understands and accepts that:
 - (A) the ownership, occupation and use of the Property is, inter alia, subject to and limited by the rights and obligations of the Manager under the Management Agreement (being Cleaver Management Pty Limited (“**Manager**”) as at the date of this Agreement) to arrange the letting of the Property to others, which includes a limitation of the Property owner’s right to use and occupy the Property to a maximum of 30 weeks per calendar year; and
 - (B) the Property is conveyed subject to all existing and future tenancies entered into in accordance with the Management Agreement from time to time and the marking of the front page of this Agreement as “subject to existing tenancies” is intended to reflect this.

47.2 New Management Agreement

The Purchaser:

- (a) acknowledges and agrees that clause 10 of the Management Agreement obliges the Vendor to include a condition of sale in this Agreement that any purchaser of the Property from the Vendor must agree to enter into a new Management Agreement with the Manager (“**New Management Agreement**”);
- (b) undertakes and warrants to the Vendor that the Purchaser agrees to and will, at its sole cost, immediately enter into a New Management Agreement with the Manager and must, if required by the Manager, do so before completion of this Agreement; and
- (c) indemnifies the Vendor and shall keep the Vendor indemnified in respect of any demand, claim, action or proceedings made or brought by or against the Vendor, however arising and whether present, unascertained, immediate, future or contingent, arising from or in connection with:
 - (i) the Purchaser’s undertaking and warranty in this clause 47.2; and
 - (ii) anything related to or arising out of the performance, breach or termination of any New Management Agreement entered into by

the Purchaser as contemplated and required by this clause 47.2 and the Management Agreement.

47.3 No warranty

The Vendor does not make any warranty or representation to the Purchaser regarding the terms and conditions of any New Management Agreement, including whether those terms and conditions will be:

- (a) the same as or different from those of the existing Management Agreement;
or
- (b) any more or less favorable or suitable for the Purchaser's use of the Property than those of the existing Management Agreement.

47.4 No claims etc.

The Purchaser may not make any objection, requisition, claim for compensation, delay completion, rescind or terminate on account of any fact, matter or circumstance disclosed or addressed in this clause 47.

48 Guarantee

48.1 When does this clause apply

This clause applies if the Vendor contracts with a corporate purchaser.

Guarantor shall mean all of the persons named as "Guarantor" jointly and each of them severally as follows:

Name: _____

Address: _____

Name: _____

Address: _____

Guaranteed Money means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Purchaser to the Vendor in connection with this Agreement or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

Guaranteed Obligations mean all express or implied obligations of the Purchaser to the Vendor in connection with this Agreement and any transaction contemplated by it.

48.2 Giving the guarantee

The Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Agreement. The Guarantor acknowledges valuable

consideration received from the Vendor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity (including the agreement of the Vendor to enter into this Agreement).

48.3 Payment of Guaranteed Money

The Guarantor unconditionally and irrevocably guarantees to the Vendor payment of the Guaranteed Money and the due and punctual performance by the Purchaser of the Guaranteed Obligations.

48.4 Failure to pay Guaranteed Money

If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this Agreement, then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

48.5 Performing the Guaranteed Obligations

If the Purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the Guarantor agrees to perform the Guaranteed Obligations on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

48.6 Indemnity by Guarantor

As a separate undertaking, the Guarantor indemnifies the Vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:

- (a) The Guaranteed Money not being recoverable from the Guarantor or from the Purchaser
- (b) The Guaranteed Obligations not being duly and punctually performed

because of any circumstance whatsoever.

48.7 Continuing security

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

48.8 Nature of Liabilities

The liabilities of the Guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including:

- (a) the Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
- (c) any variation or novation of a right of the Vendor, or alteration of this Agreement or a document, in respect of the Purchaser.

48.9 Restrictions on Guarantor

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the Vendor:

- (i) Make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the Purchaser or its property; or
- (ii) Prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser of the Purchaser is otherwise unable to pay its debts when they fall due.

48.10 Representation and warranty by Guarantor

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

48.11 Essential term

This clause is an essential term of this Agreement.

EXECUTION BY GUARANTORS:

Signed by _____
as Guarantor in the presence of:

<p>.....</p> <p>Signature of witness</p> <p>.....</p> <p>Name of witness</p> <p>.....</p> <p>Address of witness</p>	<p>.....</p> <p>Signature of Guarantor</p> <p>Name:</p>
---	---

Signed by _____
as Guarantor in the presence of:

.....
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Signature of Guarantor
Name:

Inventory

Lot 7, "The Sanctuary" 148 Coates Road, Possum Brush NSW 2430

1. Smeg wall oven and hotplates
2. Dishwasher (Dishlex)
3. Front loading washing machine (Euromaid)
4. Antique Dining Table with 2 timber and velvet covered chairs
5. Mahogany hand made queen size cedar bed and canopy
6. Hand crafted cedar TV unit and wardrobe
7. Antique dressing table with side mirrors
8. Two seater lounge with matching lounge chair and cushions (Sofas International)
9. Antique hand made cedar side board
10. Kettle (Kambrook)
11. Toaster (Kambrook)
12. Fridge
13. Antique Tea Trolley
14. Handmade blanket box
15. Handmade side tables (1)
16. MDF Table (1)
17. Brass and etched glass bedside lamps
18. Brass and glass light shades
19. Ai-conditioning unit
20. Handmade leadlight windows and kitchen cupboards
21. Johnson Brothers dinner settings
22. Bohemia crystal glassware and decanter
23. Gold trimmed cookware
24. Cutlery and cookware
25. Ornaments and Vases
26. Statute
27. Blanket, doona, pillows
28. Tea and Coffee Pots
29. Coffee Plunger
30. Outdoor Kwila Table Settings
31. Austrian Lace Curtains
32. Ceiling Fans
33. Handmade coffee table
34. Ironing Board
35. Iron
36. Brooms
37. Lopi glass fronted fire combustion fire
38. Silver Ice Bucket
39. Gas Everdure BBQ

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: ADRIAN KREKACS AND VASILIKI KREKACS
Purchaser:
Property: LOT 7, "THE SANCTUARY", 148 COATES ROAD, POSSUM BRUSH NSW 2430
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Date: 14 December 2015

Parties: ADRIAN KIERKACS & VASILIKI KREKACKS
OF 4 TRUMPETER STREET, ERMINGTON NSW 2115
(the "Owner")

And

CLEAVER MANAGEMENT PTY LIMITED
ACN 608 814 642
Of 148 Coates Road, Possum Brush via Failford, NSW
(the "Manager")

- Recitals:
- A. The Owner is the registered proprietor of Lot 7 in DP 286227 (the "Owner's Lot"), being a Lot in a Neighbourhood Scheme comprising as its members the Registered Proprietors of Lots 2 - 12 in Deposited Plan 286227 being land at 148 Coates Road, Possum Brush via Failford, NSW known as Clarendon Forest Retreat (the "Neighbourhood Scheme").
 - B. The business of the Manager is the management and maintenance of the Owner's Lot, and Cottage (if any) on the Owner's Lot as well as the managed letting of other cottages upon other owners' Lots within the Neighbourhood Scheme.
 - C. The Manager has the right to lease the Lots for the owners of Lots in the Neighbourhood Scheme.
 - D. The Manager acknowledges that it and the Owner are bound by the By-Laws contained in the Neighbourhood Management Statement DP 286227.
 - E. The Owner has agreed to engage the Manager to manage the letting of the Owner's Lot and otherwise perform the duties of Manager on the terms and conditions set out below and as referred to in By-Law 34 of the Neighbourhood Management Statement DP 286227.
 - F. As at the date of this agreement the Manager has entered into an agreement as caretaker with the Neighbourhood Association DP 286227, dated 23 December 2015 (the "Caretaker Agreement").

Operative provisions:**1. The Appointment of the Manager**

- 1.1 The Owner appoints the Manager to perform the duties and provide the services in this Agreement.
- 1.2 The Manager accepts the appointment.
- 1.3 Deleted.
- 1.4 The Manager shall supply this Management Agreement document at its cost. Each party shall pay their own costs of checking and engrossing this Agreement.
- 1.5 The Manager will use its best endeavours to enter into a management agreement in the same terms as this agreement with the other owners of the Neighbourhood Scheme.
- 1.5 This agreement and the duties of the Manager are separate from the duties expressed in the Caretaker Agreement.

2. Interpretation of this Agreement

- 2.1 This Agreement will be governed by and construed in accordance with the law for the time being in force in New South Wales and the parties, by entering into this Agreement, are deemed to have submitted to the non-exclusive jurisdiction of the Courts of that State
- 2.2 In this Agreement except to the extent that the context otherwise requires:-
 - 2.2.1 any term defined in the statement of the names and descriptions of the parties has the meaning there defined;
 - 2.2.2 reference to legislation or a provision of legislation includes change or re-enactment of the legislation or a legislative provision substitution for, and legislation and statutory instruments and regulations issued under the legislation;
 - 2.2.3 words denoting the singular include the plural and vice versa;
 - 2.2.4 words denoting individuals or persons include bodies corporate and trusts and vice versa;
 - 2.2.5 headings are for convenience only and will not affect interpretation;

- 2.2.6 reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
- 2.2.7 reference to a document or agreement includes reference to that document or agreement as changed, notated or replaced from time to time;
- 2.2.8 words denoting any gender include all genders;
- 2.2.9 where the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which that thing is to be done, then that thing will be done on the next succeeding business day.
- 2.2.10 where rights or obligations are expressed in this Agreement, such rights or obligations are to be enforced or undertaken in accordance with or subject always to compliance with the Constitution.

3. How long is this appointment

- 3.1 This Agreement commences on the date of execution hereof and will expire on 1 January 2099.

4. Rights and obligations of the Manager

General rights and obligations

- 4.1 The Manager must:-
 - 4.1.1 perform the Management Duties in Schedule 1;
 - 4.1.2 perform the Management Duties according to this agreement and the reasonable instructions from the Owner PROVIDED THAT the instructions are consistent with this agreement;
 - 4.1.3 appoint one representative to liaise with the Neighbourhood Association DP 286227 and attend meetings of the Neighbourhood Association DP 286227.
 - 4.1.4 acknowledge the terms and conditions of the Caretaker Agreement.
- 4.2 The Manager may make agreements with third parties to provide services, goods or materials to assist the Manager to perform its duties other than the Caretaker duties pursuant to the terms of the Caretaker Agreement.

- 4.2 The Manager may, with consent from the Neighbourhood Association DP 286227, place signs on Association Property to assist in the management and operation of Clarendon Forest Retreat.

Functions under the Neighbourhood Management Statement and this Agreement

- 4.4 In expansion of the Management Duties expressed in Schedule 1, the Manager shall offer the Lots for rental to such persons and for such duration and on such terms and conditions of occupancy as the Manager in its sole discretion shall determine. The Manager shall use its best efforts to be fair and act in good faith in the offering of an available Lot to Guests, consistent with the preferences of the guest for different types, sizes, qualities, locations and rental rates. The Manager shall manage the Lots impartially without favour or treatment to the Owner or to any other owner.
- 4.5 The Manager shall set rental rates for the Owner's Lot, which in the Manager's discretion and opinion shall maximize the rental income from the Lot.
- 4.6 The Manager shall provide the following services:-
- 4.6.1 a reservation service on a year round basis;
 - 4.6.2 the maintenance of a complete set of accounting books for the rental program, kept according to standard accounting practice. The Manager shall prepare and forward to the Owner quarterly statements detailing income earned and expenses incurred in respect of the Owner's Lot together with funds for the profit earned by the Owner's Lot;
 - 4.6.3 the Manager shall keep and preserve for at least five (5) years all records and occupancy statistics of the Owner's Lot;
 - 4.6.4 the Manager shall use its best efforts to cause the Owner's Lot to be occupied by Guests and shall faithfully and diligently pursue the collection of all rents;
 - 4.6.5 the Manager shall advertise, market and promote all Lots in Clarendon Forest Retreat at minimal cost and with maximum effect. Such cost is to be at the expense of the owner.
 - 4.6.6 all rental income received in respect of the Owner's Lot managed by the Manager which sum shall be held by the Manager will be paid to the Manager's account.
- 4.7 The Manager will use its best endeavours to arrange and pay for a public liability cover to the extent \$20,000,000.00 (such policy to be at the expense of the lot owners) on the Manager's policy indemnifying the Proprietors of the Lots and the Neighbourhood Association against any claims arising from loss or damage in the property that are related to the operation of the Management business. This policy will cover the whole of the Neighbourhood parcel of land.

- 4.8 The Owner agrees to give the Manager uninterrupted control and operation of the letting and managing of the Lot and agrees not to interfere or be involved in any way with the day to day operation of the letting and managing of the Lot except as expressly permitted in this Agreement.
- 4.9 The Manager will undertake such maintenance and refurbishment of Lots and will supply or arrange the provision of such services for Guests to ensure that Clarendon Forest Retreat maintains a rating by AAA Tourism of a four and a half (4.5) star rating or in the event that AAA Tourism ceases to exist an equivalent four and a half (4.5) star rating by a comparable tourist advisory organisation. Such works to be at the Lot Owners expense.
- 4.10 The Manager may appoint the Caretaker to provide cleaning and maintenance services to the Owner's lot at the Owner's expense as may be required from time to time.
- 4.11 The Owner acknowledges and agrees that the rights of the Owner or any other owner of a Lot to rebuild, modify, extend or renovate any structure upon a Lot is subject to the Neighbourhood Management Statement and the right of the Manager to refuse to allow such Works if in the Manager's opinion such works are likely to:-
- 4.11.1 reduce the occupancy rate of the existing completed Cottages upon the Land to less than ninety per cent (90%) of the Prior Occupancy Rate during the financial year during which the works on the Cottages are to be completed.
- 4.11.2 diminish the ambience and panoramic quality of Clarendon Forest Retreat.

5. General rights and responsibilities of the Owner

- 5.1 The Owner hereby grants to the Manager full and free right in accordance with the terms of this Agreement to lease the Owner's Lot to Guests.
- 5.2 The Owner acknowledges that the Manager is also the Manager for other owners of Lots that are comparable in standard and competitive in letting fees with the Owner's Lot.
- 5.3 Except to the extent that the Manager has accepted liability pursuant to this Agreement, the Owner shall be liable for all costs of ownership and maintenance of the Lot including, but without limitation to, Council rates, Neighbourhood Association levies, commission payable to the manager pursuant to clause 6, telephone costs and charges, electricity connection costs, electricity charges, building and contents insurance for replacement value, television lease/license costs, cable television operating costs, income tax, any non resident tax and any shortfall between the Owner's share of all such expenses and the income obtained from the letting of the Lot.

- 5.4 The Owner agrees and acknowledges that the Manager may use the Lot for promotional purposes and provide complimentary accommodation to Influencers at the Managers discretion. The maximum use of the unit for this purpose, is five (5) days per annum.

The Owner or a duly authorised representative of the Owner shall have the right to enter the Lot at all reasonable times for the purpose of inspecting the Lot.

Unless otherwise agreed to by the Manager, 14 days notice must be given prior to inspection of the Lot and such inspection must not disturb Guests staying in the Cottage.

6. Managers Fee

- 6.1 The Owner shall pay the Manager as a fee for its services pursuant to this Agreement a fee of twelve per cent (12%) of the Gross Operating Receipts received by the Manager plus in addition to that fee such GST as may be payable in respect of the Lot.
- 6.2 The Parties acknowledge that the Gross Operating Receipts may vary according to the Manager's discretion and according to the source of the business and noting that and without restricting the generality of this clause parts received will vary between ordinary rate, corporate rate, wholesale rate, or otherwise.
- 6.3 In addition to the fee payable to the Manager, the Manager will also be entitled to deduct from the Gross Operating Receipts the expenses listed in Schedule One together with such other expenses that are in the Manager's opinion necessary for the efficient and profitable conduct of Clarendon Forest Retreat.
- 6.4 In the event that the fee is insufficient to meet the share of the Owner's contribution to the expenses incurred by the Manager for the services provided in Schedule 1, the Manager shall be entitled to charge the Owner for those services, less any fee received, that is in the Manager's opinion necessary for the efficient and profitable conduct of Clarendon Forest Retreat.
- 6.5 The Manager will at all times act diligently and will exercise proper management skills to ensure that the expenses to Clarendon Forest Retreat remain commensurate with the expenses expressed in the profit and loss statements prepared for Clarendon Forest Retreat for the year ending 30 June 2012 or such later year as profit and loss statements may be available from time to time.
- 6.6 The Manager will use its best endeavors to contain any increase in expenses to not more than three per cent (3%) per annum or an amount equal to the consumer price index for Sydney which ever is the greater unless otherwise agreed by the parties hereto to vary those expenses provided that all parties acknowledge that an increase

in the Occupancy Rate will require an increase in expenses to properly and efficiently service the Allotment.

7. Use of Lot by Owner

7.1 The Owner shall be entitled to use the Lot for the personal use of the Owner or the Owner's family and friends for a maximum of thirty (30) weeks per calendar year PROVIDED THAT the Owner recognizes that the Lot is available for rental to Guests and shall give the Manager reasonable notice of the Owner's wish to have the Lot made available for personal use.

7.2 Pursuant to clause 7.1 the Owner acknowledges that any rental booking of the Lot prior to the Manager receiving notices of the Owner's desire to use the Lot for personal use shall take priority over the Owner's right to use the Lot PROVIDED THAT:-

8.2.1 if not less than thirty (30) days notice shall have been given by the Owner, the Manager shall make every reasonable effort to accommodate the Owner by shifting the prior rental commitment to another Lot.

8.2.2 this clause will not apply where a Guest specifically requests the Owners Lot and is deemed by the Manager to be sensitive to a change of accommodation.

8. Deleted.

9. Termination

9.1 The Owner may terminate this Agreement at any time if:-

9.1.1 the Manager breaches this Agreement and that breach continues for more than 28 days after the Owner serves a notice on the Manager to remedy the breach;

9.1.2 the Manager becomes bankrupt, enters into liquidation or enters into an arrangement with its creditors (other than for amalgamation or reconstruction with the consent of the Owner); or

9.1.3 if the Manager is a corporation, a Director of the Manager is convicted of an indictable offence.

9.2 The Manager may at its discretion terminate this agreement at any time if:-

10.2.1 the Owner breaches this agreement and that breach continues for more than 28 days after the Manager serves a notice on the Owner to remedy the breach;
or

10.2.2 the Owner does not pay the Manager the Management Fee or other money it owes the Manager on the due date or within 14 days of the due date.

9.3 The Rights expressed in this clause are in addition to and not in reduction of any other Rights vested in the Manager pursuant to the terms of this Agreement.

9.4 Notwithstanding the above, the Manager and the Owner may terminate this Agreement by giving each other at least six (6) months' notice of their intention to terminate.

10. Sale of Lot

10.1 If the Owner sells the Owner's Lot at any time during the term of this agreement then the Owner agrees to include as a condition of sale that any purchaser from the Owner agrees to enter into a "New Management Agreement" with the Manager.

11. Permitted assignment by Manager

11.1 Subject to clause 11.3, the Manager may assign its interest (in part or in whole) in this agreement on the following terms:-

11.1.1 any assignment must be to a person, partnership, organization or company that has had management experience in the Hotel, Motel, Bed & Breakfast, Managed Apartments, Farm Stay or marketing sector of the Hospitality Industry.

11.1.2 consent of the Owner to the assignment must be obtained prior to the assignment being concluded PROVIDED THAT the Owner will not be entitled to unreasonably withhold the Owner's consent.

11.1.3 if the Manager is a corporation, any change in the legal and/or beneficial ownership of any of the shares in the capital of the Manager or any issue of new capital resulting in a change in the effective management or control of the Manager, or the Manager entering into an amalgamation or agreement to enter into an amalgamation proposal is deemed to be assignment of the Manager's interest in this agreement.

11.1.4 the Manager will, upon any assignment, transfer all its right and title in the business name 'Clarendon Forest Retreat' to the incoming Manager.

11.2 The Manager will give 28 days notification to the Owner of its intention to assign its interest, whether in whole or in part in this agreement, and any notification must provide details of the background and experience of the person, partnership, organization, or company to which the rights pursuant to this agreement are to be assigned.

- 11.3 Notwithstanding any provision of this Agreement, should the Manager die or suffer a debilitating and incapacitating illness or become mentally incapacitated, or if the Manager is a corporation should any of its officeholders die or suffer a debilitating and incapacitating illness or become mentally incapacitated and be unable to undertake his or her duties and functions within the Manager, then such obligations normally undertaken by the incapacitated Manager or office holder may be assigned in accordance with Clause 11.1 hereof and Clause 9.1.1 will not apply.

12. When the parties are not liable

- 12.1 The Manager is not liable to the Owner for the cost, damage, loss, injury or death caused by:-

12.1.1 the Manager or any other person failing to comply with the Neighbourhood Management Statement;

12.1.2 the Neighbourhood Association or its members failing to comply with its duties under the *Community Land Development Act 1989*, the *Community Land Management Act 1989* and the Neighbourhood Management Statement;

12.1.3 an action taken by the Owner or by the Neighbourhood Association; or

12.1.14 the Owner failing to act appropriately.

- 12.2 The Owner is not liable to the Manager for any cost, damage, loss, injury or death caused by;

12.2.1 the Manager or any person failing to comply with the Neighbourhood Management Statement;

12.2.2 the Manager failing to comply with its duties and obligations under this Agreement;

12.2.3 an action taken by the Manager; or

12.2.4 the Manager failing to act appropriately.

- 12.3 In this clause, a reference to a party includes a reference to the employees, officers, agents, managing agents and contractors of the party.

13. Indemnities by the parties

- 13.1 The Manager is liable for and indemnifies the Owner against any liability or loss arising from, and costs incurred in connection with

13.1.1 damage, loss, injury, or death caused or contributed to by the act, negligence or default of the Manager; and

14.1.2 the Owner doing any thing which the Manager must do under this Agreement but which, in the opinion of the Owner, the Manager has not done or has not done properly.

This indemnity does not apply to any loss or damage caused by or contributed to by the Owner.

13.2 The Owner is liable for and indemnifies the Manager against any liability or loss arising from, and costs incurred in connection with

13.1.1 damage, loss, injury, or death caused or contributed to by the act, negligence or default of the Owner; and

13.1.2 the Manager doing any thing which the Owner must do under this Agreement or under the terms of the Neighbourhood Management Statement but which, in the opinion of the Manager, the Owner has not done or has not done properly.

This indemnity does not apply to any loss or damage caused by or contributed to by the Manager.

13.3 In this clause a reference to a party includes reference to the employees, agents, managing agents, officers or contractors of the party

14. The Manager and security

14.1 The Owner acknowledges that the Manager is not the insurer or the guarantor of the security and safety of any person or any property in or upon the land comprising the Owner's Lot.

15. Arbitration

15.1 In the event of a dispute arising in respect this Agreement then either the Owner or the Manager may submit the dispute to be resolved by Arbitration.

15.2 The Arbitrator shall be such Arbitrator as shall be appointed by the President for the time being of the Institute of Arbitrators (Australia) and the arbitration shall be conducted in accordance with the rules and regulations of the said Institute of Arbitrator (Australia) applicable from time to time.

15.3 The decision of the Arbitrator shall be final and binding on all parties including any obligation on the parties to execute documents and do all things necessary to enable compliance with the decision of the Arbitrator.

16. Dictionary

Meaning of words

16.1 Words written **Like This** and some other words have special meanings. This clause explains what they mean. Words that this clause does not explain have the same meaning as they do in the Act.

16.2 In this Agreement:

Association Property means Lot 1 in DP286227.

Business Day means a day on which banks in New South Wales are open for business.

Caretaker means the person or entity appointed by the Neighbourhood Association pursuant to the Caretaker Agreement.

Caretaker Agreement means the Caretaker Agreement entered into by the Caretaker and the Neighbourhood Association dated 23 December 2015.

Clarendon Forest Retreat means the land and all improvements erected upon it as well as the fixtures, fittings and infrastructure relevant to the conduct of the business of a high quality holiday resort.

Association Property has the same meaning as defined in the Neighbourhood Management Statement.

Cottage means a dwelling erected on a Lot.

Expenses mean those expenses expressed in Schedule 1 or such other expenses as may be properly incurred by the Manager in exercising his duties pursuant to the terms of this Agreement.

Gross Operating Receipts means the gross letting income excluding GST actually received by the Manager in respect of the Allotment.

Guest means a person (other than the Owner or staff, employees, agents or servants of the Manager) who is accommodated.

Influencer means a person employed in or associated with the travel or tourist industry and who has the ability either immediately or in the future, generate additional Guests for the Owner.

Land means the whole of the land comprising the Neighbourhood parcel being the land in DP No. 286227 being 100 acres of land in Coates Road, Possum Brush via Failford and which property is known as Clarendon Forest Retreat.

Land Improvement Plan means those works and improvements to be implemented to the Land in accordance with Schedule 2.

Lawn Area means the grassed areas within the curtilage of each cottage but does not include the whole of a Lot.

Lot means a Neighbourhood Lot as defined in the Neighbourhood Management Statement.

Manager means Cleaver Management Pty Ltd ACN 608 814 642

Managers Fee means the fees payable to the Manager pursuant to clause 6.

Neighbourhood Association means the corporation constituted under section 25 of the *Community Land Development Act 1989* and known as Neighbourhood Association DP No. 286227 or its duly appointed managing agent.

Neighbourhood Management Statement means the Management Statement registered with Deposited Plan No. 286227 pursuant to section 13 (4) of the *Community Land Development Act 1989* as may be amended from time to time.

New Management Agreement means a Management Agreement in the same terms as this Agreement save that the commencement date shall be modified to reflect the date of such New Agreement and provided further that the Party nominated as the Owner will be the Purchaser from the present Owner.

Other Cottages mean those dwellings erected on Lots other than the Owner's Lot.

Owner means the Registered Proprietor of the Lot 7 in DP 286227 the subject of this Agreement.

Owners Ledger means the books of account maintained by the Manager or its accountant, which books of account detail all income and expenses incurred during each financial year in respect of the Owner's Lot.

Prior Occupancy Rate means the occupancy rate of the Owners Lot for the financial year prior to the year in which an event expressed in this Agreement occurs


Rental Profit means the difference between the Gross Rents received and Expenses.

Members means the members of the Neighbourhood Association being the proprietors of the lots in DP286227.

Works mean any work undertaken upon the Land whether of a capital nature or for the purpose of maintenance or repairs.

Executed as an Agreement

EXECUTED by
Cleaver Management Pty Limited
A.C.N. 608 814 642 pursuant to section 127
of Corporations Act, 2001 by:

 DOMINIQUE CLEAVER

DIRECTOR

ADRIAN KREKACS

Print name

SIGNED SEALED AND DELIVERED

by **ADRIAN KREKACS**



in the presence of:

Alicia Mills 

Print Witness name: Alicia Mills

Address: 78 Marsden Rd
Ermington

 Nicholas Cleaver

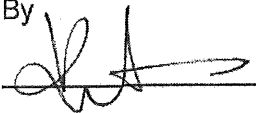
DIRECTOR

Vasiliki Krekacs


Print name

SIGNED SEALED AND DELIVERED

By



in the presence of:

Alicia Mills 

Print Witness name: Alicia Mills

Address:

Schedule 1.

These are the Management Duties the Manager must perform for the Owner under clause 4.

In this schedule, references to clauses mean clauses in this schedule (unless the context indicates otherwise).

Subject and in expansion to this Agreement, the Manager must comply with instructions from the Owner.

1. Services for the Owner

- 1.1 Provide management services for the Owner's Lot and the cottage on the Owner's Lot.
- 1.2 Operate, control and manage Clarendon Forest Retreat in accordance with the By-Laws of the Neighbourhood Management Statement.
- 1.3 Liaise with the Executive Committee of the Neighbourhood Association and its managing agent (if any) to provide assistance to enable compliance with the *Community Land Development Act 1989* and the *Community Land Management Act 1989*.
- 1.4 Liaise with the Caretaker appointed by the Neighbourhood Association to provide assistance to enable compliance with the *Community Land Development Act 1989* and the *Community Land Management Act 1989*.
- 1.5 Provide management and implementation of procedures in accordance with the Bushfire Management Plan and Emergency Evacuation Plan prepared for Clarendon Forest Retreat and as referred to in the Neighbourhood Management Statement, as may be amended from time to time.
- 1.6 Provide other ancillary services at such fees as are agreed between the Owner and the Manager from time to time.

2. Contractors of the Neighbourhood Association or Owner

- 2.1 Monitor the performance of contractors to the Neighbourhood Association or Owner.
- 2.2 Ensure as far as is reasonable that contractors of the Neighbourhood Association or Owner comply promptly and efficiently with their obligations.

3. Security

- 3.1 Issue and accept the return of Security Keys for the Cottages.
- 3.2 Discuss with the Caretaker any breaches of security and report to the police (if warranted).

- 3.3 Take appropriate action with regard to unauthorised persons or vehicles on the Land comprising the Neighbourhood Scheme (but only if it is safe to do so).

4. Maintenance of the Owner's Lots

- 4.1 Mow the Lawn Area of each Lot to within ten (10) meters, or the curtilage boundary fence, of each Cottage on a regular basis at the Owner's expense.
- 4.2 Maintain all gardens and Lawn Area of the Lots at the Owner's expense.
- 4.3 Maintain and repair at the Owner's expense, if needed, all fences and tracks in use (including drive ways and path ways) of the Lots.

5. Maintenance of cottages on the Lots

- 5.1 Maintain and repair at the Owner's expense when and where necessary (including repainting every 5 years or otherwise as needed) the Cottages both internally and externally to ensure compliance with clause 4.9 to this Agreement.
- 5.2 Provide and maintain at the Owner's expense linen, towels and gowns to each Owner's Cottage.
- 5.3 Provide and maintain at the Owner's expense cutlery and crockery but firstly from the owners spare supplies
- 5.4 Provide and maintain at the Owner's expense cooking utensils but firstly from the owners spare supplies.
- 5.5 Maintain all white goods and replace where necessary at the Owner's expense (subject to the provisions of this Agreement).
- 5.6 Provide, when required, breakfast baskets to Owners and Guests at the Owner's/Guest's expense.
- 5.7 Provide, when required, lunches and dinners to Owners and Guests at the Owner's /Guest's expense.
- 5.8 Provide, when required such ancillary services at an appropriate fee to Owners and Guests as may be offered by the Manager in the Manager's absolute discretion.

7. Administration

- 7.1 To promote and advertise Clarendon Forest Retreat in newspapers, magazines, via the internet and by the distribution of advertising material, at the Owner's expense.

7.2 Employ such staff as may be required to ensure the performance of this Agreement, at the Owner's expense.

7.3 Provide reservation systems including on-line reservations and bookings.

8. Swimming Pool and Tennis Court

8.1 Liaise with the Caretaker and Neighbourhood Association to ensure that access to the swimming pool and tennis court located on Lot 1 is available to the owners or Guests at reasonable times.

8.2 Liaise with the Caretaker and Neighbourhood Association to ensure that all safety equipment as required by the Swimming Pools Act is properly available.

8.3 Liaise with the Caretaker and Neighbourhood Association to ensure that access to the swimming pool and tennis court will be at no cost to the Owner, nor to the Guests.

9. Reception Area

9.1 The Manager will operate a Reception Area at no cost to the Owner.

9.2 The Owner acknowledges that the Reception Area is located at Lot 2 of DP 286227.

10. Expenses

10.1 The following expenses will normally be incurred by the Manager in the conduct of Clarendon Forest Retreat and will be at the Owner's expense. The parties acknowledge that repairs and maintenance to Association property may also be separately levied to the Owner by the Neighbourhood Association, not in addition to management maintenance but as a separate element where the Neighbourhood Association considers it necessary or appropriate.

10.2

10.2.1 Accountancy/audit

10.2.2 Advertising

10.2.3 Bank Charges

10.2.4 Bank Merchant Fees

10.2.5 Bookkeeping

10.2.6 Cleaning - Labour.

10.2.7 Cleaning - Products

10.2.8 Firewood

10.2.9 Gas

10.2.10 General Supplies

10.2.11 Laundry

10.2.12 Management Fee

10.2.13 Mowing/Slashing/Gardens

10.2.14 Postage/Printing/Stationary

10.2.15 Repairs & Maintenance

10.2.16 Spa Maintenance

10.2.17 Telephone

Schedule 2. Land Improvement Plan - deleted

Schedule 3. Works - deleted

Schedule 4. Delegated Management Duties

FORM OF APPOINTMENT

Pursuant to clause 4.10 of the Management Agreement dated 11/12/2015 between

ADRIAN KREKACS & VASILIKI KREKACS
as Owner

and

Cleaver Management Pty Limited
ACN 608 814 642

as Manager.

1. The Owner appoints the Manager and the Manager accepts the appointment to provide cleaning, maintenance and ancillary services to the Owner's lot, as follows:-

Schedule of Duties	Fee
1.Maintenance of the Owner's Lot 1.1 Mow the Lawn Area of each Lot to within ten (10) meters, or the curtilage boundary fence, of each cottage on a regular basis. 1.2 Maintain all gardens and Lawn Area of the Lots. 1.3 Maintain and repair, all fences and tracks in use (including drive ways and path ways) of the Lots.	\$
2.Maintenance of cottages on the Owner's Lot 2.1 Maintain and repair when and where necessary the Cottages both internally and externally. 2.2 Maintain linen, towels and gowns to each Owner's Cottage. 2.3 maintain cutlery and crockery. 2.4 Maintain cooking utensils. 2.5 Maintain all white goods and replace where necessary. 2.6 Provide, when required, breakfast baskets to Owners and Guests. 2.7 Provide, when required, lunches and dinners to Owners and Guests. 2.8 Provide, when required such ancillary services to	

Owners and Guests as may be offered by the Manager in the Manager's absolute discretion.	
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**DEED OF ASSIGNMENT
CLARENDON FOREST RETREAT**

BETWEEN:

NEIGHBOURHOOD ASSOCIATION - DEPOSITED PLAN NO 286227

AND

CLARENDON FOREST RETREAT PTY LTD ACN 161 146 916

AND

**CLEAVER MANAGEMENT PTY LTD ACN 608 814 642
AS TRUSTEE FOR THE CLEAVER FAMILY TRUST**

SMH

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assignment.docx

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**Deed of Assignment
Clarendon Forest Retreat DP 286227**

THIS DEED is made the *Twenty Third (23rd)* day of *December* 2015

BETWEEN: NEIGHBOURHOOD ASSOCIATION - DEPOSITED PLAN NO.
286227

(Neighbourhood Association)

AND: CLARENDON FOREST RETREAT PTY LTD ACN 161 146 916

(Assignor)

AND: CLEAVER MANAGEMENT PTY LTD ACN 608 814 642 AS
TRUSTEE FOR THE CLEAVER FAMILY TRUST

(Assignee)

RECITALS:

- A. The Assignor is the caretaker of the Plan under the Agreement.
- B. The Assignor has agreed to assign its interest in the Agreement to the Assignee who has agreed to accept the assignment.
- C. The Neighbourhood Association has by resolution at a general meeting consented to the assignment.

OPERATIVE PART:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed capitalised terms have the following meanings unless the context otherwise requires.

Act means the *Community Land Management Act 1989*;

Agreement means the Caretaking Agreement dated _____
between the Neighbourhood Association and the Assignor whereby the Neighbourhood

Association appointed the Assignor as Caretaker of the Plan for a term of _____ years commencing on _____;

Assignment Date means 2015;

Deed means this deed of assignment;

GST has the meaning given to it in the *A New Tax System (Goods and Services Tax) 1999* and regulations as amended from time to time; and

Plan means deposited plan no. 286227.

1.2 Interpretation

In the interpretation of this Deed unless the context otherwise requires:

- (a) words importing any gender will include all other genders;
- (b) words importing persons will include all bodies, associations, trusts partnerships, instrumentalities and entities corporate or otherwise and vice versa;
- (c) references to any of the parties include in the case of a person, their personal representatives and permitted assigns, and in other cases their successors and permitted assigns;
- (d) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any one or more of them jointly and each of them severally;
- (e) words importing the singular will include the plural and vice versa;
- (f) headings are included for convenience only and will not affect the interpretation of this Deed or any annexure;
- (g) in interpreting this Deed, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of this Deed or any part of it;
- (h) unless application is mandatory by law, any statute, proclamation, order, regulation or moratorium present or future will not apply to this Deed so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect the exercise or enjoyment of any rights, powers, privileges, remedies or discretions given or accruing to any party;
- (i) words defined in the Agreements will have the same meanings in this Deed unless otherwise specified.

2. ASSIGNMENT OF AGREEMENTS

2.1 Assignment by Assignor

The Assignor transfers and assigns to the Assignee from the Assignment Date the Assignor's right, title, estate and interest as Caretaker in, to and under the Agreement.

2.2 Acceptance by Assignee

The Assignee accepts the assignment from the Assignor.

3. ASSIGNEE'S OBLIGATIONS

3.1 Covenant to Perform

The Assignee covenants to perform all of the obligations in the Agreement on the part of the Caretaker to be performed from the Assignment Date as if the Assignee had originally been named as the Caretaker in the Agreement.

3.2 Indemnify Assignor

The Assignee indemnifies the Assignor against any loss suffered by the Assignor by reason of any breach after the Assignment Date of the obligations in the Agreement by the Assignee.

4. WARRANTIES BY ASSIGNOR

4.1 Agreements in Force

The Assignor warrants that to the best of its knowledge and belief the Agreement is in full force and effect, unforfeited, unsundered and have in no way become void or voidable.

4.2 Other Warranties

The Assignor warrants that:

- (a) it has performed all of its obligations under the Agreement at the date of signing this Deed;
- (b) it will perform all of its obligations under the Agreement up to and including the Assignment Date;
- (c) it is legally entitled to make the assignment; and
- (d) it will not be in breach of the Agreement on the Assignment Date.

5. CONSENT AND CONFIRMATION BY NEIGHBOURHOOD ASSOCIATION

5.1 Neighbourhood Association Consent

The Neighbourhood Association:

- (a) consents to the assignment of the Agreement to the Assignee; and
- (b) confirms that the remuneration payable by the Neighbourhood Association to the Caretaker pursuant to Schedule 1 of the Caretaking Agreement for the year ending on 31 March 2016 is \$55,878.44 plus GST.

5.2 Status of Agreement

The Neighbourhood Association covenants with the Assignee that to the best of its knowledge and belief:

- (a) it was empowered to enter into the Agreement;
- (b) there is no existing breach by the Assignor of the Agreement as at the Assignment Date;
- (c) the interests of the Assignor under the Agreement are not liable to forfeiture or surrender; and
- (d) it will not rely upon any breach of the Agreement by the Assignor or any predecessor thereof in its dealings with the Assignee; and
- (e) subject to clause 8.1, all of the conditions in the Agreement about the assignment have been fulfilled and the assignment is unconditional.

5.3 Covenant by Neighbourhood Association

The Neighbourhood Association covenants to be bound by the provisions of the Agreement from the Assignment Date as if the Assignee was the Caretaker originally named in the Agreement.

5.4 Confirmation of Terms

The Neighbourhood Association in every respect confirms the provisions of the Agreement for the balance term.

5.5 **Release**

From the Assignment Date the Neighbourhood Association releases the Assignor and any guarantors of the Agreements in respect of anything that occurs after the Assignment Date.

6. **COVENANTS BY ASSIGNEE AND NEIGHBOURHOOD ASSOCIATION**

6.1 **Bound by Agreements**

The Neighbourhood Association and the Assignee:

- (a) ratify and confirm all of the terms and conditions of the Agreement and covenant that henceforth the Agreement shall have full force and effect; and
- (b) agree to be bound by the terms and conditions of the Agreement.

6.2 **No Delegation**

The Neighbourhood Association and the Assignee acknowledge that it is not the intention of the Neighbourhood Association to appoint the Caretaker as a strata managing agent under section 28 of the Act, nor to delegate to the Caretaker all or any of its functions.

7. **TRUSTEE PROVISIONS**

If the Assignee enters into this Deed or otherwise at any time holds the Agreements as a trustee of any trust (*Trust*) then, whether or not the Neighbourhood Association has any notice (actual or constructive) of the Trust, the following applies:

- (a) the Assignee warrants it has full power under the Trust to enter into and perform its obligations under the Agreements and this Deed;
- (b) the obligations and liabilities of the Assignee under this Deed or the Agreements or both extend to the fund and any other assets of the Trust (*Trust Fund*);
- (c) the Assignee shall on the written demand or direction of the Neighbourhood Association exercise all rights of indemnity it may at any time have against the Trust Fund and any beneficiaries or unit holder under the Trust or any of the same for the benefit of the Neighbourhood Association;
- (d) the Assignee is liable under this Deed and the Agreement both in its personal capacity and as trustee of the Trust; and

- (e) the Assignee must produce to the Neighbourhood Association the original stamped trust deed (or a photocopy certified by an accountant or solicitor) and all other documents evidencing the Trust and the Trust Fund within 14 days of written request for the same by the Neighbourhood Association.

8. COSTS

8.1 Assignor to Pay Neighbourhood Association Costs

The Assignor must on or before the Assignment Date pay the Neighbourhood Association's reasonable legal and administration costs of obtaining the Neighbourhood Association's consent to the assignment and in relation to the negotiation and execution of this Deed, and any further Deed which may be required by the Neighbourhood Association as a condition of granting consent.

8.2 Each Party to Pay Own Costs

Subject to clause 8.1 each party will pay its own costs of the negotiation, preparation and execution of this Deed except that the Assignee will pay all stamp duty on it.

9. AUTHORITY TO COMPLETE BLANKS

The parties are authorised to complete any blanks in this Deed as agreed to in writing by the parties.

10. FURTHER ASSURANCE

Each of the parties will (and will procure every other person as required) to sign and execute all such further documents and otherwise do all such things as may be necessary or desirable to give full force and effect to this Deed and the transactions contemplated by this Deed.

11. WARRANTY OF AUTHORITY

Each person signing this Deed:

- (a) as attorney for any party warrants to the other parties that at the date of execution by him he has not received any notice or information of the revocation of the power of attorney appointing him; and

- (b) as an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution he has full authority to execute this Deed in that capacity.

12. SEVERANCE

In the event that any part of this Deed be acknowledged by the parties, or be adjudged by a Court or be held or rendered by any competent Government authority to be invalid, illegal or unenforceable, such part will be severed from the remainder of this Deed and will be deemed never to have been part of it and the remainder of it will subsist and remain in full force and effect unless the basic purposes of it would be defeated.

13. COUNTERPARTS

This Deed may be executed in any number of counterparts and by facsimile or electronic mail counterparts and by different persons on separate counterparts. All such counterparts shall together constitute the one Deed.

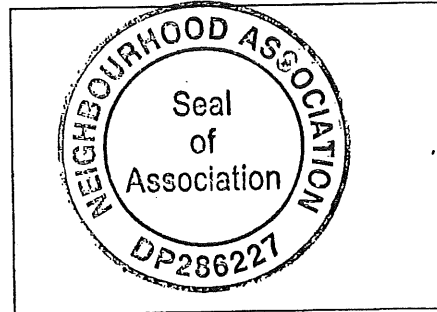
EXECUTION

EXECUTED AS A DEED

Neighbourhood Association

THE COMMON SEAL of)
NEIGHBOURHOOD ASSOCIATION)
D.P. NO 286227 was hereunto affixed on the)
23rd day of December 2015)
in the presence of person/s authorised by)
section 8 of the *Community Land*)
Management Act 1989 to attest the affixing of)
the seal:)

Affix Common Seal here



Paul Wilcock

Signature of Secretary/*Managing Agent

Nicole Tilbrook

Full Name of Signatory

[Signature]

Signature of Executive Committee Member

Gloria Blondé

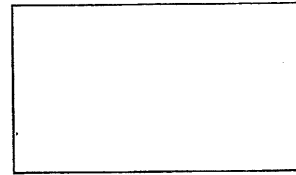
Full Name of Signatory

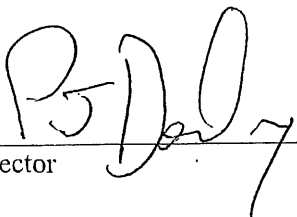
** Please strike out inapplicable word(s)- either Managing Agent or Secretary & Executive Committee Member, or two members nominated by the association must witness fact and date of affixing of seal*

Assignor

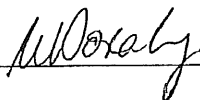
**EXECUTED by CLARENDON FOREST
RETREAT PTY LTD ACN 161 146 916 in**
accordance with s127 of the Corporations Act
2001 with the authority of the
*Directors/**Sole Director and Secretary

Affix Common Seal (if applicable) here





Director



Director

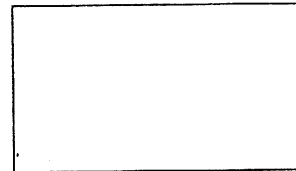
PETER JOHN DORAHY
(NAME IN BLOCK LETTERS)

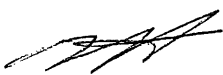
WENDY PATRICIA DORAHY
(NAME IN BLOCK LETTERS)

Assignee


**EXECUTED by CLEAVER
MANAGEMENT PTY LTD ACN 608 814
642 AS TRUSTEE FOR THE CLEAVER
FAMILY TRUST in accordance with s127**
of the Corporations Act 2001 with the
authority of the *Directors/**Sole Director
and Secretary

Affix Common Seal (if applicable) here





Director



Director

NICHOLAS CHARLES CLEAVER
(NAME IN BLOCK LETTERS)

DOMONIQUE LAYLA HAZEL JOANNE
CLEAVER
(NAME IN BLOCK LETTERS)



LAND
REGISTRY
SERVICES

Order number: 57308624
Your Reference: 1911169:Krekacs
11/06/19 10:34



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7/286227

SEARCH DATE	TIME	EDITION NO	DATE
11/6/2019	10:34 AM	3	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 7 IN NEIGHBOURHOOD PLAN DP286227
AT POSSUM BRUSH
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF TALAWAHL COUNTY OF GLOUCESTER
TITLE DIAGRAM DP286227

FIRST SCHEDULE

ADRIAN KREKACS
VASILIKI KREKACS
AS JOINT TENANTS (T AF246758)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO 1/286227
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE NEIGHBOURHOOD PLAN
- 3 THIS NEIGHBOURHOOD SCHEME DOES NOT FORM PART OF A COMMUNITY SCHEME
- 4 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 5 DP1061970 EASEMENT FOR SUPPORT 30 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1061970 EASEMENT FOR WATER STORAGE PURPOSES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP286227 RIGHT OF ACCESS OVER TRACK IN USE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 8 DP286227 EASEMENT FOR GARBAGE COMPOUND 30 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 9 AF246759 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 11/6/2019

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

SIGNATURES AND SEALS ONLY

THE COMMON SEAL of HOLIDAY COAST CREDIT UNION is hereby placed on this plan as evidence of its approval of the Board of Directors in the presence of:



[Signature]

PM 142154 - PM 142153
178'27" - 10' - 228'103

- RIGHT OF CARRIAGEWAY 20 WIDE
- EASEMENT FOR SERVICES 20 WIDE
- EASEMENT FOR SUPPORT 30 WIDE
- EASEMENT FOR WATER STORAGE
- PURPOSES VAR WIDTH

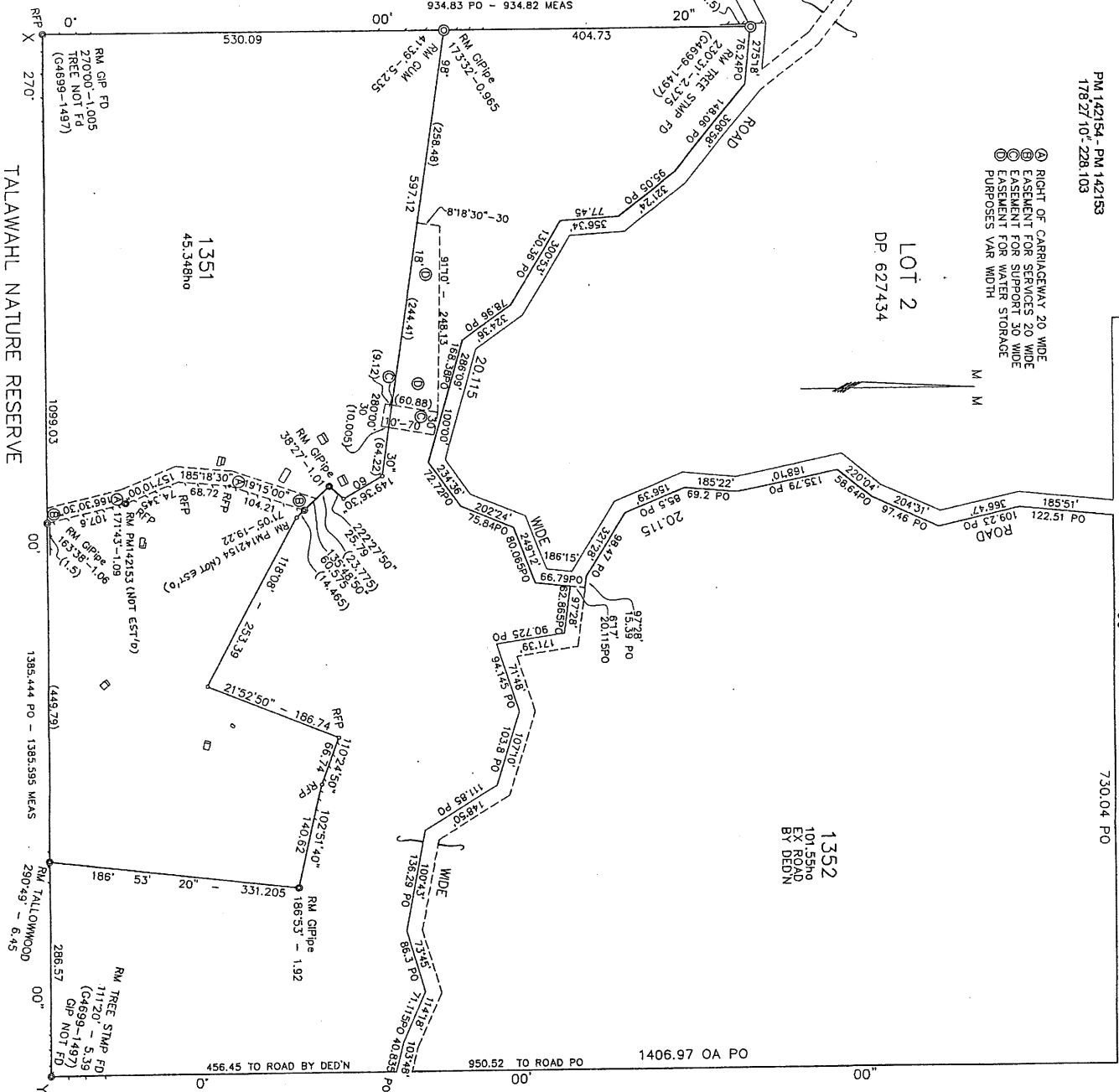
LOT 2
DP. 627434

KIWARAK STATE FOREST
NO. 298

1352
101.55ha
EX ROAD
BY DEDN

TALAWAHL NATURE RESERVE

TALAWAHL NATURE RESERVE



TALAWAHL NATURE RESERVE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1061970

Registered: 20-11-2003
C.A.: SEE CERTIFICATE
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: PARISH #
Last Plan: 4699-14977

PLAN OF SUBDIVISION OF
LOT 135 DP753195

Large as in plan

LGA: GREATER TAREE

Locality: POSSUM BRUSH

Parish: TALAWAHL

County: GLOUCESTER (42)

This document is a plan of subdivision

of the Commonwealth of New South Wales

under the provisions of the Subdivision Act 1988

as amended from time to time

and the Survey Act 1951

as amended from time to time

and the Survey Act 1951

as amended from time to time

and the Survey Act 1951

as amended from time to time

and the Survey Act 1951

as amended from time to time

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as amended from time to time

and the Survey Act 1951

as amended from time to time

and the Survey Act 1951

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

Lengths are in metres

(Sheet 1 of 4 Sheets)

Subdivision of Lot 135 in DP 753195

DP1061970 (E)

PART 1

Full name and address of proprietors
of the land:

Rex Hobart Cox & Sharyn Maree
Cox,
"Clarendon" Coates Road,
Fairford, NSW 2430

1. Identity of Easement firstly referred to
in the abovementioned Plan.

Right of Carriageway 20 wide

Schedule of lots affected

Lot/s Burdened

1351

Lot/s Authority Benefited

1352
Lot 2 DP 627434

2. Identity of Easement secondly referred to
in the abovementioned Plan.

Easement for Services 20 wide

Schedule of lots affected

Lot/s Burdened

1351

Lot/s Authority Benefited

1352
Lot 2 DP 627434

3. Identity of Easement thirdly referred to
in the abovementioned Plan.

Easement for Support 30 wide

Schedule of lots affected

Lot/s Burdened

1351
1352

Lot/s Authority Benefited

1352
1351

4. Identity of Easement fourthly referred to
in the abovementioned Plan.

Easement for Water Storage
Purposes variable width

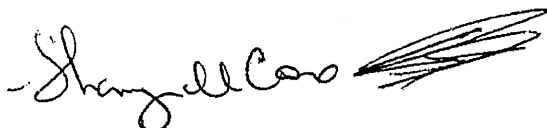
Schedule of lots affected

Lot/s Burdened

1352

Lot/s Authority Benefited

1351





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

Lengths are in metres

(Sheet 2 of 4 Sheets)

Subdivision of Lot 135 in DP 753195

DP1061970

PART 2

TERMS OF THE EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

- (a) The full free and unimpeded right for every person who is at any time entitled to an estate or interest in the lot benefited or any part thereof with which the right shall be capable of enjoyment to have the dam wall erected within the area shown as Easement for Support 30 wide within the lot benefited as at the date of creation of this easement to subjacent and lateral support by the dam wall erected within the area shown as Easement for Support 30 wide on the lot burdened as at the date of creation of this easement.
- (b) The following conditions constitute and are covenants and agreements by and between the registered proprietor of the lot benefited from time to time and the registered proprietor of the lot burdened from time to time:
 - (1) the registered proprietor of the lot benefited has the right with any implements, machinery or tools necessary for the purposes to enter on and within that part of the lot burdened as may be reasonably necessary and to remain there for any reasonable time for the purposes of inspecting, repairing, maintaining or renewing the dam wall or any part of the dam wall erected within the area shown as Easement for Support 30 wide on the lot burdened;
 - (2) the registered proprietor of the lot benefited must take all reasonable precautions to ensure as little disturbance or damage as possible to the lot burdened and will as soon as reasonably possible restore the lot burdened as nearly as practicable to its original condition and the registered proprietor of the lot benefited shall exercise the rights granted by this easement so as not to interfere unduly or unreasonably with the rights of the registered proprietor of the lot burdened;
 - (3) before the registered proprietor of the lot benefited may exercise the rights granted by this easement it must first give reasonable period of notice to the registered proprietor of the lot burdened or its nominee of the intended exercise of the right; and
 - (4) all other ancillary rights and obligations reasonably necessary for the effective application of this easement.

Name of the person or Authority empowered to release, vary or modify the terms of the Easement for Support 30 wide thirdly referred to in the abovementioned Plan.

Registered Proprietor of Lot 1351



DP1061970

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

Lengths are in metres

(Sheet 3 of 4 Sheets)

Plan: DP

Subdivision of Lot 135 in DP 753195

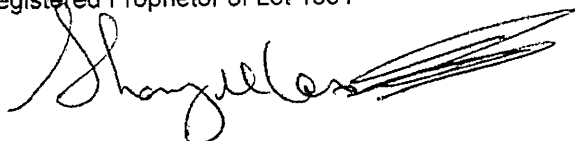
**TERMS OF THE EASEMENT FOR WATER STORAGE PURPOSES FOURTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN.**

- (a) The full free and unimpeded right for every person who is at any time entitled to an estate or interest in the lot benefited or any part thereof by which the right shall be capable of enjoyment to use the land shown as Easement for Water Storage Purposes within the land burdened to harvest and store water and to exclusively draw water by any means and to use such water for any purpose without restriction.
- (b) The following conditions constitute and are covenants and agreements by and between the registered proprietor of the lot benefited from time to time and the registered proprietor of the lot burdened from time to time:
- (1) the registered proprietor of the lot benefited has the right with any implements, machinery or tools necessary for the purposes to enter on and within that part of the lot burdened as may be reasonably necessary and to remain there for any reasonable time for the purposes of inspecting, cleaning, repairing and maintaining the land shown as Easement for Water Storage Purposes within the land burdened for the purpose of ensuring continued water storage;
 - (2) the registered proprietor of the lot benefited must take all reasonable precautions to ensure as little disturbance or damage as possible to the lot burdened and will as soon as reasonably possible restore the lot burdened as nearly as practicable to its original condition and the registered proprietor of the lot benefited shall exercise the rights granted by this easement so as not to interfere unduly or unreasonably with the rights of the registered proprietor of the lot burdened;
 - (3) before the registered proprietor of the lot benefited may exercise the rights granted by this easement it must first give a reasonable period of notice to the registered proprietor of the lot burdened or its nominee of the intended exercise of the right;
 - (4) the registered proprietor of the lot hereby burdened has the right to draw water solely for stockwater purposes to serve a maximum number of one hundred large stock;
 - (5) the registered proprietor of the lot hereby burdened must not by any means impede, divert or limit the natural flow of water to the land shown as Easement for Water Storage Purposes within the land burdened; and
 - (6) all other ancillary rights and obligations reasonably necessary for the effective application of this easement.

Name of the person or Authority empowered to release, vary or modify the terms of the Easement for Water Storage Purposes fourthly referred to in the abovementioned Plan.

The Registered Proprietor of Lot 1351

153b2



DP1061970

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

Lengths are in metres

(Sheet 4 of 4 Sheets)

Plan: DP

Subdivision of Lot 135 in DP 753195

Signed in my presence by Rex Hobart Cox
and Sharyn Maree Cox who are personally
known to me.

Sharyn Maree Cox
(Signature)
)
)
)

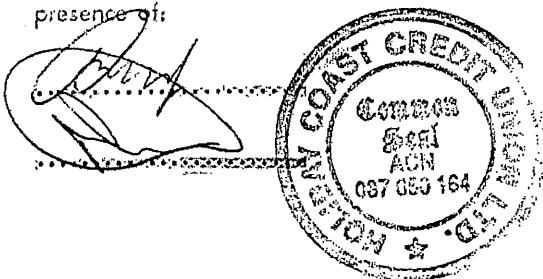
Registered Proprietor(s)

Melinda Duggan
.....
Signature of Witness

MELINDA DUGGAN
.....
Name of Witness (BLOCK LETTERS)

*SECRETARY - STACKS
207 VICTORIA STREET, TAREE*
.....
Address and Occupation of Witness

THE COMMON SEAL of HOLIDAY COAST CREDIT
UNION LTD ACN 087 050 164 was hereunto affixed
with the authority of the Board of Directors in the
presence of:

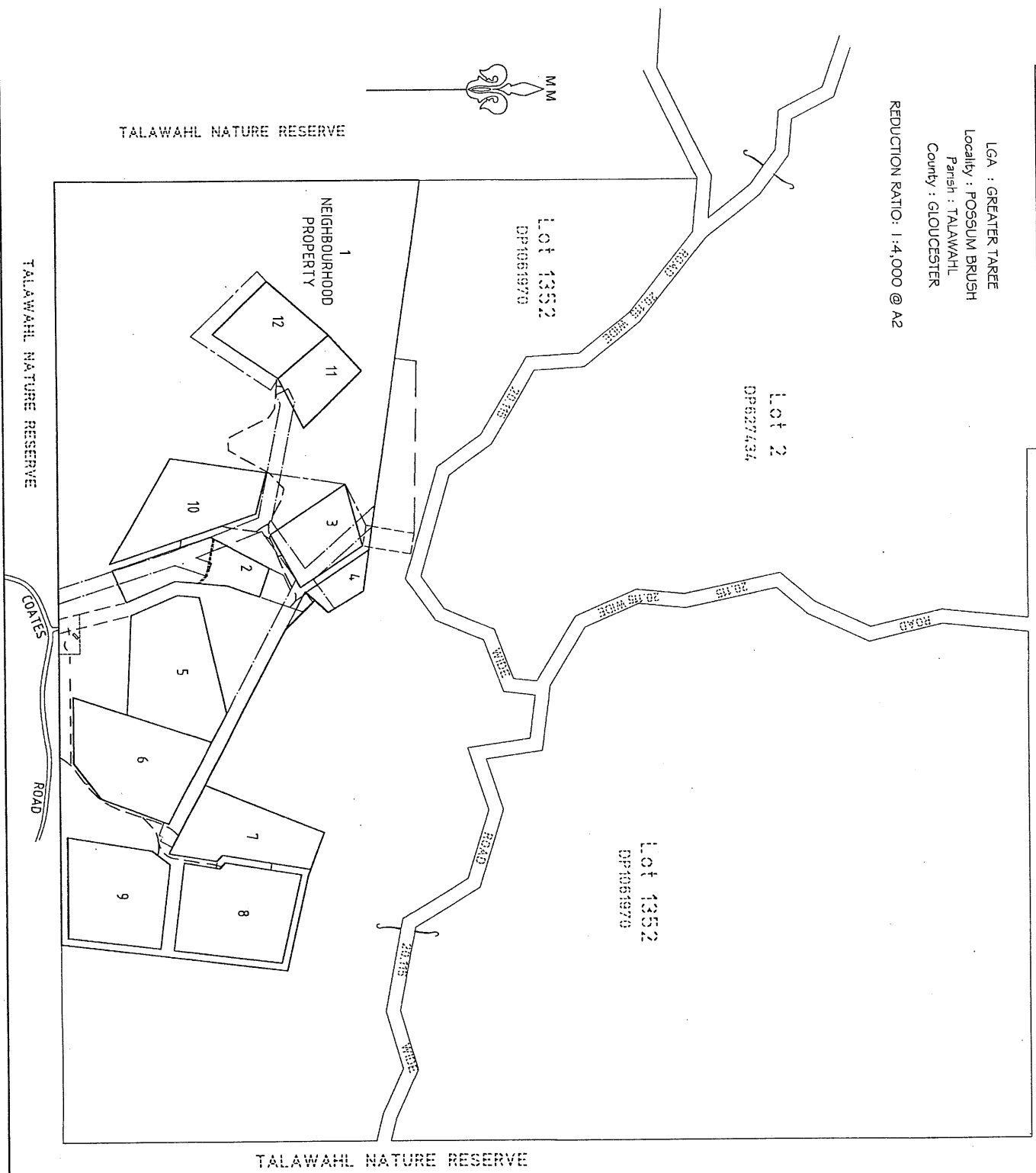


LOCATION DIAGRAM ONLY

LGA : GREATER TAREE
Locality : POSSUM BRUSH
Parish : TALAWAHL
County : GLOUCESTER

REDUCTION RATIO: 1:4,000 @ A2

KIWARRAK STATE FOREST
NO.298



THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION OF THE SCHEME. FOR THE CURRENT SUBDIVISION OF THE SCHEME, REPLACEMENT SHEETS SEE SCHEDULE BELOW


SCHEDULE OF CHANGES TO THE SCHEME

LOT NO	DETAILS	SHEET NO
--------	---------	----------

--	--	--

Subdivision Certificate No: G26/2009/SC
Date: 29.04.2009

Surveyor: GRANT PETER CALVIN
Surveyors Ref: F912-10607 Clarendon

Registered  28.5.2009

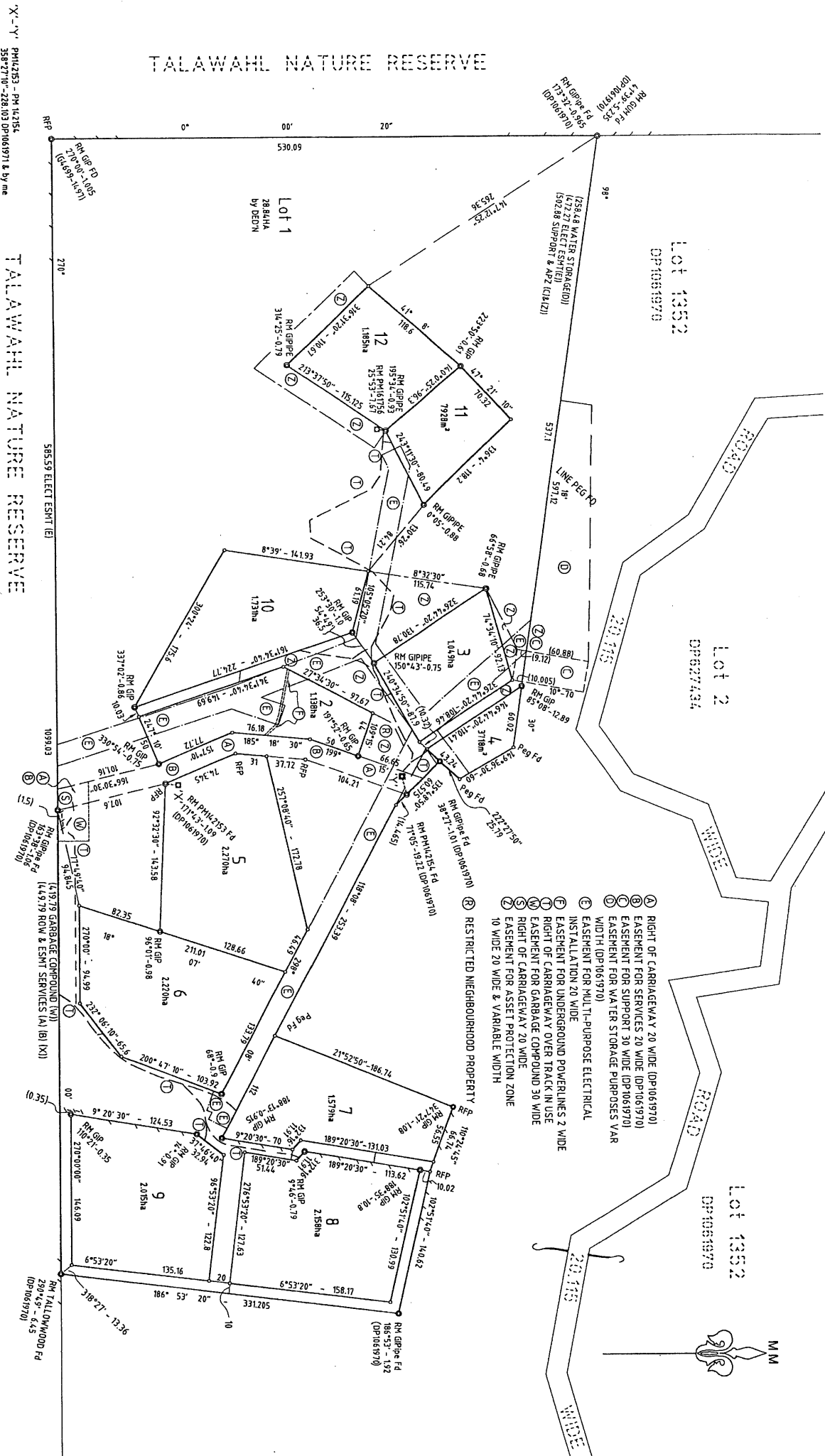
COMMUNITY/PRECINCT/NEIGHBOURHOOD PLAN



DP286227 P

DETAIL PLAN IN 3 SHEETS

OVERALL DETAIL PLAN
REDUCTION RATIO: 1:2,500 @ A2



X-Y' PH12753 - PH142154
358°27'10" - 228.003 DP1061971 & by me

TALAWAHL NATURE RESERVE

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
P.M. 142153	444.518	6.153.570	U	U	SCANS	FOUND
P.M. 142154	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142155	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142156	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142157	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142158	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142159	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142160	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142161	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142162	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142163	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142164	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142165	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142166	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142167	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142168	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142169	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142170	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142171	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142172	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142173	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142174	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142175	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142176	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142177	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142178	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142179	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142180	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142181	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142182	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142183	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142184	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142185	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142186	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142187	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142188	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142189	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142190	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142191	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142192	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142193	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142194	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142195	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142196	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142197	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142198	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142199	444.517	6.153.810	U	U	SCANS	FOUND
P.M. 142200	444.517	6.153.810	U	U	SCANS	FOUND

Surveyor:	GRANT PETER CALVIN
Date of Survey:	MARCH 18, 2009
Surveyor Ref:	F912-1-0607
Clarendon Ref:	Clarendon

PLAN OF SUBDIVISION OF LOT 1351 DP 1061970
LGA GREATER TAREE
Locality: POSSUM BRUSH
Subdivision No: G26/2009/SC
Lengths are in metres:
Reduction Ratio 1:2,500 @ A2

Registered
AB 28.5.2009

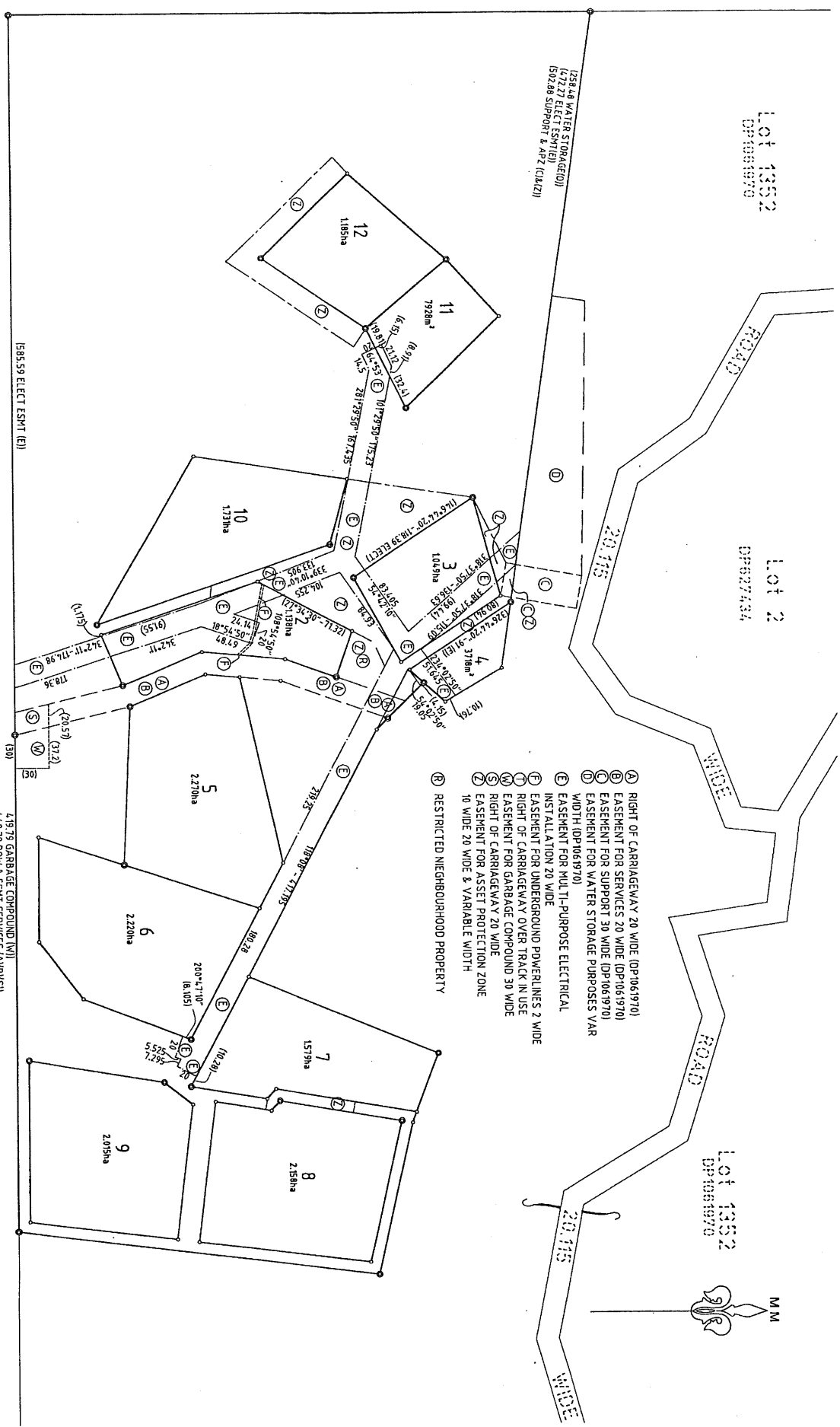
DP286227

DETAIL PLAN IN 3 SHEETS

ELECTRICAL & OTHER EASEMENTS
REDUCTION RATIO: 1:2,500 @ A2

TALAWAHL NATURE RESERVE

TALAWAHL NATURE RESERVE

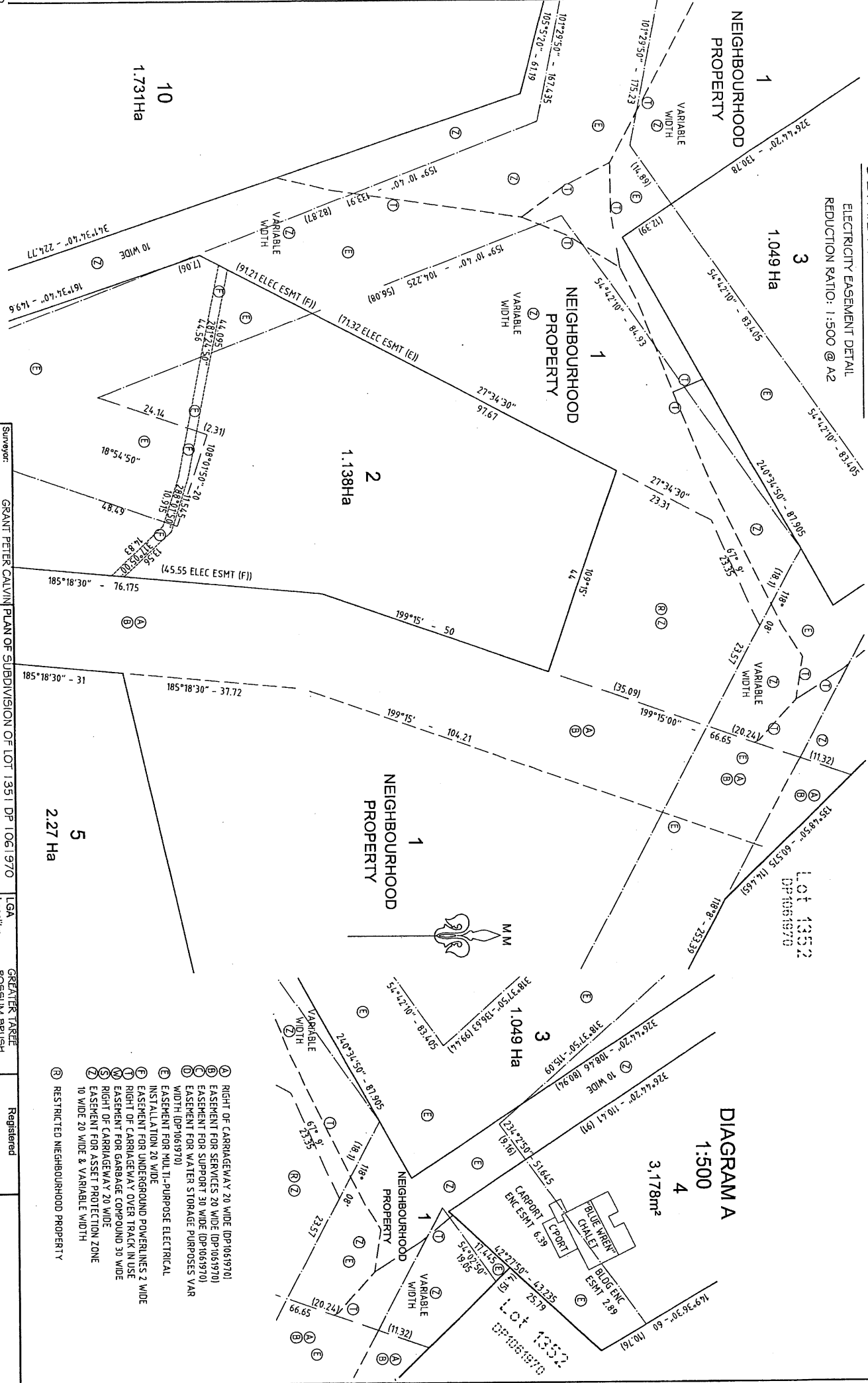


Surveyor:	GRANT PETER CALVIN	PLAN OF SUBDIVISION OF LOT 1351 DP 1061970	LGA	GREATER TARE	Registered	DP286227
Date of Survey:	MARCH 18, 2009		Locality:	POSSUM BRUSH		
Surveyors Ref:	F912-10607		Subdivision No: C26/2009/SC			
	Clarendon		Lengths are in metres.			
			Reduction Ratio	12,500 @ A2		

DETAIL PLAN IN 3 SHEETS

ELECTRICITY EASEMENT DETAIL
 REDUCTION RATIO: 1:500 @ A2

SEE DIAGRAM A



- ① RIGHT OF CARRIAGEWAY 20 WIDE (DP1061970)
- ② EASEMENT FOR SERVICES 20 WIDE (DP1061970)
- ③ EASEMENT FOR SUPPORT 30 WIDE (DP1061970)
- ④ EASEMENT FOR WATER STORAGE PURPOSES VAR WIDTH (DP1061970)
- ⑤ EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 20 WIDE
- ⑥ EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE
- ⑦ RIGHT OF CARRIAGEWAY OVER TRACK IN USE
- ⑧ EASEMENT FOR GARAGE COMPOUND 30 WIDE
- ⑨ RIGHT OF CARRIAGEWAY 20 WIDE
- ⑩ EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE 20 WIDE & VARIABLE WIDTH
- ⑪ RESTRICTED NEIGHBOURHOOD PROPERTY

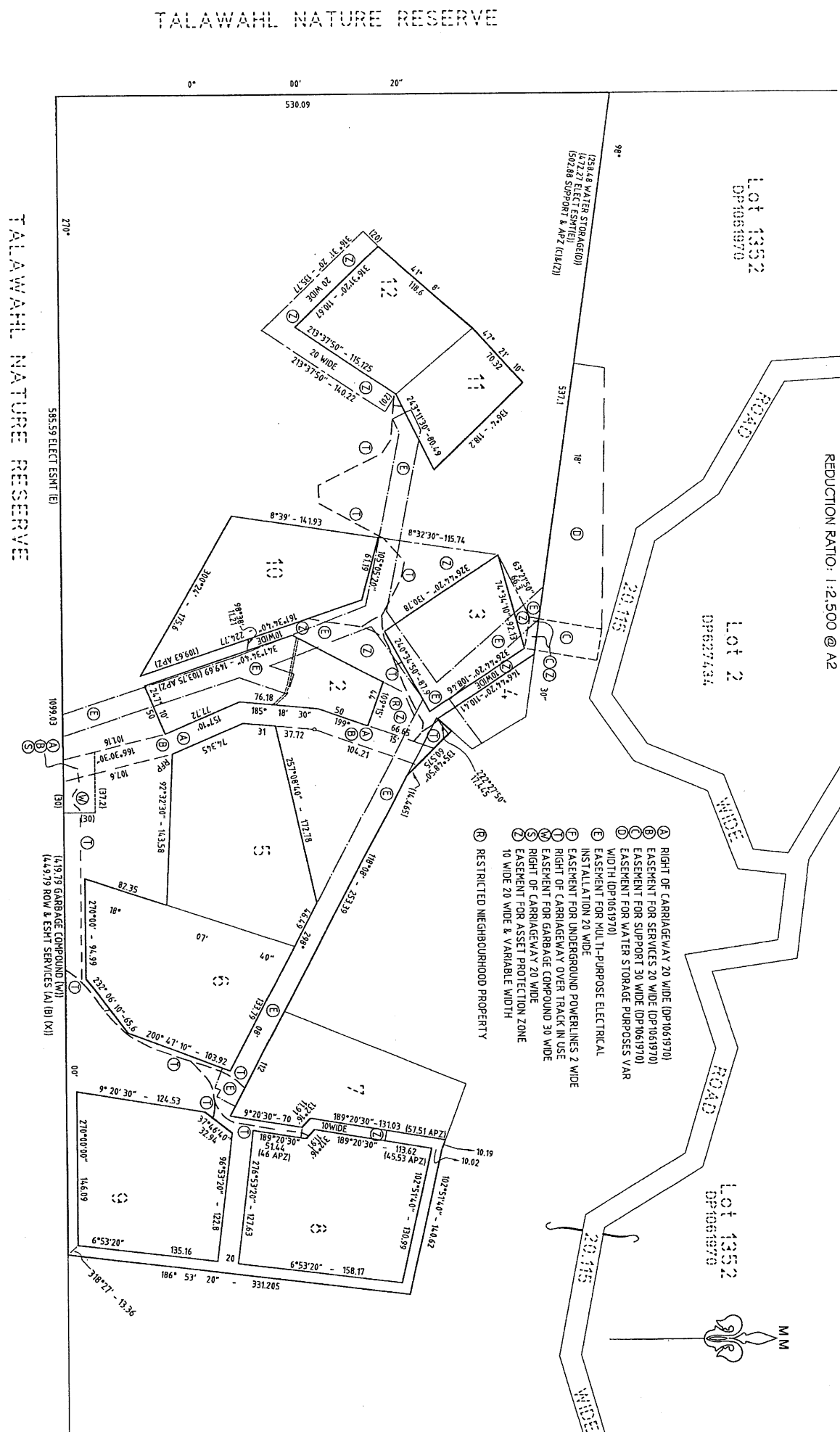
Surveyor: GRANT PETER CALVIN Date of Survey: MARCH 18, 2009 Surveyors Ref: F912-10607 Clarendon	PLAN OF SUBDIVISION OF LOT 1351 DP1061970	LGA LOCALITY: POSSUM BRUSH Subdivision No: 626/2009/SC Lengths are in metres. Reduction Ratio 1:500 @ A2	Registered 28.5.2009	DP286227
---	---	--	-------------------------	----------

REDUCTION RATIO: 1:2,500 @ A2


Lot 1352
DP1061070

Lot 2
DP627434

1945
1946
1947



TALAWATI NATURE RESERVE

Surveyor: GRANT PETER CALVIN Date of Survey: MARCH 18, 2009 Surveyors Rat: F912-10607 Clearcreek	PLAN OF SUBDIVISION OF LOT 135 DP 106 970	LGA GREATER TAREE Locality: POSSUM BRUSH Subdivision No: 626/2009/5/c Lengths are in metres. Reduction Ratio 1:2,500 @ A2	Registered  28.5.2009	DP286227
--	---	--	---	----------

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

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

- 1). EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 20 WIDE (E)
- 2). EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE (F)
- 3). RIGHT OF ACCESS OVER TRACK IN USE. (T)
- 4). EASEMENT FOR GARBAGE COMPOUND 30 WIDE (W)
- 5). RIGHT OF CARRIAGEWAY 20 WIDE (S)
- 6). EASEMENT FOR ASSER PROTECTION ZONE 10 WIDE 20 WIDE & VARIABLE (Z)

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

Crown Lands NSW/Western Lands Office Approval

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

Subdivision Certificate

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

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

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Greater Taree City
 Date of Endorsement: 23 April 2009
 Accreditation no:
 Subdivision Certificate no: 626/2009/SC
 File no: 342/2008/DA

* Delete whichever is inapplicable.



DP286227 S

(Doc. A)

Registered: AB 28.5.2009

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1351 DP 1061970

"CLARENDON FOREST RETREAT"

LGA: **GREATER TAREE**

Locality: **POSSUM BRUSH**

Parish: **TALAWAHL**

County: **GLOUCESTER**

Surveying Regulation, 2006

I, **GRANT PETER CALVIN**.....
 of **McGLASHAN & CRISP Pty Ltd, TAREE**
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: **March 18, 2009**.....

The survey relates to **LOT 1351 DP1061970**.....

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

Signature: Dated: 20/3/2009
 Surveyor registered under the *Surveying Act, 2002*

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

Plans used in the preparation of survey/compilation
DP1061970

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

SURVEYOR'S REFERENCE: **F925-10607 CLARENDON**

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 1351 DP 1061970

"CLARENDON FOREST RETREAT"

DP286227

(DOC.A)

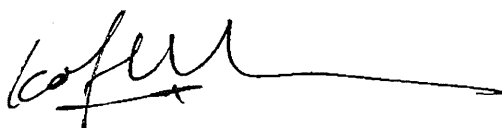
Registered:  28.5.2009

Subdivision Certificate No: G26/2009/SC

Date of Endorsement: 23.4.2009

PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001
EXECUTED BY CLARENDON FOREST RETREAT PTY LIMITED
ACN 108 061 571

DIRECTOR



KAH LIN WORMELL

DIRECTOR



SHARYN MAREE COX

SURVEYOR'S REFERENCE: F912 - 10607 CLARENDON

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 1351 DP 1061970

"CLARENDON FOREST RETREAT"

DP286227

(Doc. A)

Registered:  SB 28.5.2009

Subdivision Certificate No: 626/2009/SC

Date of Endorsement: 23.4.2009

Name of Development if any

CLARENDON FOREST RETREAT

Address for Service of Notice

No 148 COATES ROAD
POSSUM BRUSH 2430

This sheet shows an initial schedule of unit entitlements for the *Community/*Precinct/*Neighbourhood scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989.

Any changes will be recorded on subsequent Administration Sheets.

* Strike out whichever is inapplicable

I GRANT PETER CALVIN
of McGLASHAN & CRISP Pty Ltd, TAREE.....
a Surveyor registered under the surveyors act 1919 as amended, certify that the valuation has been made and that the unit entitlements are based upon an estimation of the relative values of the lots

Signature: 

Date 20/3/2009

This Certificate required for Neighbourhood plans only.

SCHEDULE OF UNIT ENTITLEMENT

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

INITIAL SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY	
2	100	
3	100	
4	100	
5	100	
6	100	
7	100	
8	100	
9	100	
10	100	
11	100	
12	100	
TOTAL	1100	

This sheet shows an initial schedule of unit entitlements for the neighbourhood scheme, which is liable to be altered as the scheme is developed, or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act 1989. Subsequent changes of this sheet will be recorded on replacement sheets to be numbered Xa, Xb, Xc etc as the circumstances require

SURVEYOR'S REFERENCE: F912 - 10607 CLARENDON

* OFFICE USE ONLY

DP 286227
COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

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

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	28.5.2009	5	7

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

**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

(DOC.1)
 (Sheet 1 of 7)



DP286227 B

Subdivision of Lot 1351 DP 1061970

Covered by Council Clerks Certificate
 Number ... *6261* ... of *23 APRIL 2009*
2009/SC

**Full name and address of proprietors of
 land:**

Clarendon Forest Retreat Pty Ltd
 148 Coates Road
 Possum Brush NSW 2430

Part 1

Order of item shown in the intention panel on the Plan	Description of item shown in the intention panel on the Plan	Identity of Easement, or Restriction on the Use of Land created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
Firstly	E	Easement For Multi-Purpose Electrical Installation 20 Wide	Lots 1, 2, 3, 4 & 11	Country Energy
Secondly	F	Easement For Underground Powerlines 2 Wide	Lot 2	Lots 5 & 10
Thirdly	T	Right Of Access Over Track In Use	Lot 1	Every Other Lot
Fourthly	W	Easement For Garbage Compound 30 Wide	Lot 1 Lot 1 Lot 1	Every Other Lot Lot 1352 DP1061970 Lot 2 DP 627434
Fifthly	S	Right Of Carriageway 20 wide	Lot 1	Greater Taree City Council
Sixthly	Z	Easement For Asset Protection Zone 10 wide, 20 Wide And Variable Width	Lot 1 Lot 1 Lot 1	Lot 8 Lot 12 Lots 2, 3, 4 and 10

Shayelle

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

(DOC.1)
(Sheet 2 of 7)

DP286227

Subdivision of Lot 1351 DP 1061970

Covered by Council Clerks Certificate
Number 626/..... of 23 APRIL 2009
2009/SC


PART 2

1. Terms of Easement for Multi-Purpose Electrical Installation 20 Wide firstly referred to in the abovementioned plan.

The terms are as set out in Part C of the Country Energy Easement Memorandum Registration Number AA26009 lodged with the Department of Lands, Land and Property Information Division.

2. Terms of Easement for Underground Power Lines 2 Wide secondly referred to in the abovementioned plan.

1. The proprietors of the lots benefited, and every person authorised by them may :-
 - 1.1 install underground equipment within the easement site;
 - 1.2 excavate the easement site to install or repair the underground equipment;
 - 1.3 use the underground equipment for the transmission of electricity, signals, fluids or gases;
 - 1.4 enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time;
 - 1.5 install its own gates, locks, road, tracks, bridges and other means of access on the lot burdened;
 - 1.6 trim or remove vegetation from the lot burdened that:-
 - (a) could destroy, damage or interfere with the underground equipment;
 - (b) could make the underground equipment become a potential cause of bush fire or a potential risk to public safety; or
 - (c) could prevent reasonable access to the easement site or the underground equipment;
 - 1.7 remove any unauthorised encroachments from the easement site and recover the cost of carrying out the remedial work and repairing and damage to the underground equipment by the unauthorised encroachment.



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

(DOC.1)
(Sheet 3 of 7)

DP286227

Subdivision of Lot 1351 DP 1061970

Covered by Council Clerks Certificate
Number ~~6261~~..... of 23 APRIL 2009
2009/SC

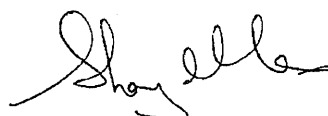
2. In exercising their rights under this easement, the proprietors of the lots benefited will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practical to its original condition.
3. The proprietors of the lots benefited will at all times and at their own expense keep the underground equipment in a proper and fit state of repair.
4. The proprietors of the lots burdened agree that they will not, without the written permission of the proprietors of the lots benefited and in accordance with such conditions as those proprietors may reasonably impose:
 - 4.1 place or permit to be placed any services or structure within the easement site;
 - 4.2 alter the surface of the easement site;
 - 4.3 do or permit to be done anything that restricts access to the easement site by the proprietor;
 - 4.4 plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site.
5. In this easement and any document which refers to it, the following definitions apply:-
 - a. **"Easement Site"** means the part of the lots burdened as the site of an easement for underground power lines;
 - b. **"Fluids"** means and includes fluids of any description or kind;
 - c. **"Gases"** means and includes gases of any description or kind;
 - d. **"Install"** includes construct, repair, replace, maintain, modify, use and remove;
 - e. **"Equipment"** means underground mains, wires, cables, pipes or other conduit, transformers together with any other underground ancillary works including service cables and connecting cables and the associated support.

3. Terms of Easement for Right of Access Over Track in Use thirdly referred to in the abovementioned plan.

The terms are as set out in Part 14 of Schedule 8 of the *Conveyancing Act* 1919.

4. Terms of Easement for Garbage Compound 30 Wide fourthly referred to in the abovementioned plan.

The proprietors of the lots benefited and every person authorised by them may go, pass and repass with or without vehicles at all reasonable times for the purposes of placing and



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

(DOC.1)
(Sheet 4 of 7)

DP286227

Subdivision of Lot 1351 DP 1061970

Covered by Council Clerks Certificate
Number ~~6261~~..... of **23 APRIL 2009**
2009/SC

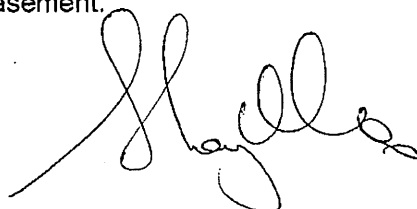
storing domestic garbage in the appropriate bins within the designated garbage compound for collection by Greater Taree City Council or its authorised contractors.

5. Terms of Easement for Right of Carriageway 20 Wide fifthly referred to in the abovementioned plan.

The terms are as set out in Part 1 of Schedule 8 of the *Conveyancing Act*, 1919, with the deletion of the words "for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof." and replacement with the words "for the limited purposes of enabling the passage of vehicles to the easement for garbage compound located on the servient tenement for the collection and removal of domestic garbage and refuse".

6. Terms of Easement for Asset Protection Zone 10 Wide, 20 Wide and Variable Width sixthly referred to in the abovementioned plan.

1. The full, free and continuing right for every person who is entitled to an estate or interest in the lot benefited or any part thereof (grantee) to have the proprietor of the lot burdened (grantor – the Association of the Neighbourhood Scheme) establish no later than six months after the date of the registration of the deposited plan within and over the site of the easement indicated on the plan (Asset Protection Zone) an asset protection zone and at all times to repair and maintain the asset protection zone as an Inner Protection Area to ensure compliance at all times with the provisions of Appendix A.5.4 and A.5.5 of "Planning for Bushfire Protection 2006" and the New South Wales Rural Fire Service "Standards for Asset Protection Zones".
2. The Registered Proprietor of the lot burdened (grantor) must indemnify and keep indemnified the Registered Proprietor of the lot benefited against all actions, suits, claims and damages of whatsoever nature which might be brought against the Registered Proprietor of the lot benefited to the extent that they arise because of the compliance or non-compliance of the grantor with its responsibilities and obligations under this easement and all costs, charges and expenses which the Registered Proprietor of the lot benefited may incur as a result of any act or omission of the grantor to the extent that they arise because of the compliance of the grantor of its responsibilities and obligations or failure to comply with such responsibilities and obligations under the terms of this easement.



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

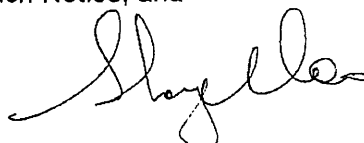
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(Sheet 5 of 7)

Subdivision of Lot 1351 DP 1061970

DP286227

Covered by Council Clerks Certificate
Number .626/..... of 23 APRIL 2009
2009/SC

3. In complying with its responsibilities and obligations the grantor must:
- (a) ensure that all work is done in a proper and workmanlike manner;
 - (b) cause as little inconvenience as is practicable to the Registered Proprietor of the lot benefited or to any occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot benefited and to any improvement on it;
 - (d) make good within the least practicable time any damage it causes to the surface of the lot benefited and to any improvement on it;
 - (e) restore the lot benefited as nearly as practicable to its former condition and make good any collateral damage.
4. In complying with its responsibilities and obligations the grantor must not:
- (a) do or neglect to do or permit or suffer anything to be done which may result in the asset protection zone being interfered with or compromised in terms of its capacity to reduce the bushfire hazard to the lot benefited.
 - (b) erect or permit to be erected any building or structure of any kind or description on over or under the asset protection zone or carry out any form of construction affecting the surface under the surface or subsoil of the asset protection zone or place any item whatsoever on the surface of the asset protection zone which may obstruct or interfere with access to the asset protection zone without the prior written consent of the proprietor of the lot benefited or interfere with the capacity of the asset protection zone to reduce the bushfire hazard to the improvements on the lot benefited.
- 5.
- (a) The Registered Proprietor of the lot hereby burdened acknowledges that from time to time the local authority for the land under the Rural Fires Act 1997 or the Commissioner under Section 12A of the Rural Fires Act may issue Notices to the Registered Proprietor or occupier of the lot burdened in respect of the land pursuant to Section 66 of the Rural Fires Act.
 - (b) Upon receipt of a copy of the Notice referred to in this clause 5(a) the grantor must comply with the terms of such a Notice:
 - (i) within the time specified in such Notice, and



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

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(Sheet 6 of 7)

Subdivision of Lot 1351 DP 1061970

DP286227

Covered by Council Clerks Certificate Number
6261..... of 23 APRIL 2009
2009/SC

(ii) at the grantor's expense.

6. The terms of this easement may not be released varied or modified except with the prior written consent of the Commissioner of the New South Wales Rural Fire Service.

Name of Person Empowered to Release Vary or Modify the Easement Firstly Referred to in the Abovementioned Plan

Country Energy

Name of Person Empowered to Release Vary or Modify the Easement Secondly Referred to in the Abovementioned Plan

The proprietors of Lots 5 and 10.

Name of Person Empowered to Release Vary or Modify the Easement Thirdly Referred to in the Abovementioned Plan

The Proprietors of Every Other Lot

Name of Person Empowered to Release Vary or Modify the Easement Fourthly Referred to in the Abovementioned Plan

The Proprietors of Every Other Lot
The Proprietor of Lot 1352 DP 1061970
The Proprietor of Lot 2 DP 627434

Name of Person Empowered to Release Vary or Modify the Easement Fifthly Referred to in the Abovementioned Plan

Greater Taree City Council

Name of Person Empowered to Release Vary or Modify the Easement Sixthly Referred to in the Abovementioned Plan

The Commissioner of the New South Wales Rural Fire Service



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

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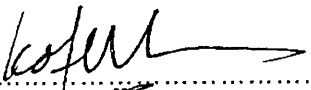
Subdivision of Lot 1351 DP 1061970

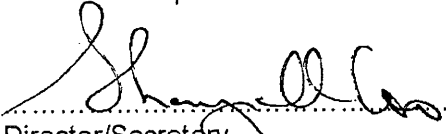
DP286227


Covered by Council Clerks Certificate

Number ~~626~~ of **23 APRIL 2009**
(2009/SC)

Pursuant to section 127 of the Corporations Act 2001)
Executed by **Clarendon Forest Retreat Pty Limited**)
ACN 108 061 571)

.....  **KAH LIN WORMELL**
Director

.....  **SHARYN MAREE COX**
Director/Secretary

..... 
Authorised Person
Greater Taree City Council

REGISTERED  **SB 28.5.2009**

Sheet 1 of 6

CLARENDON FOREST RETREAT

148 Coates Road
Possum Brush via Failford



DP286227 C

NEIGHBOURHOOD DEVELOPMENT CONTRACT

Hones La Hood Lawyers
Suite 1, Level 4
54 Miller Street
North Sydney
NSW 2060

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION NSW

REGISTERED



18 28.5.2009

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DP286227

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DP286227

PART 1

Approved Form 27

Community Land Development Act 1989

NEIGHBOURHOOD DEVELOPMENT CONTRACT

WARNING

1. This contract contains details of a neighbourhood scheme which is proposed to be developed on the land described in it. Interested persons are advised that the proposed scheme may be varied, but only in accordance with section 16 of the Community Land Management Act 1989.
2. This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in the scheme concerned. Attention is drawn in particular to the management statement registered at the Land Titles Office with this contract, which statement sets out the management rules governing the scheme and provides details of the rights and obligations of lot owners under the scheme.
3. Further particulars about the details of the scheme are available in: development consent dated 22 April 2008 in Development Application No.0342/2008D granted by Greater Taree City Council.
4. The terms of this contract are binding on the original proprietor and any purchaser, lessee or occupier of a lot in the scheme. In addition, the original proprietor covenants with the neighbourhood association and with the subsequent proprietors jointly and with each of them severally to develop the land the subject of the neighbourhood scheme in accordance with the development consent as modified or amended with the consent authority's approval from time to time.

DP286227

PART 2

UNDERTAKING BY THE ORIGINAL PROPRIETOR

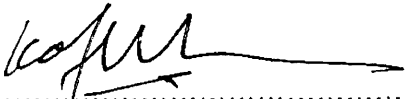
The original proprietor, **Clarendon Forest Retreat Pty Limited A.C.N. 108 061 570**
undertakes:

- (a) That there are no additional amenities required to be provided under the
Neighbourhood Scheme; and
- (b) there is no further work to be done by it on the parcel to which this
Development Contract relates.


Dated **24th APRIL** 2009

PART 3

EXECUTED by CLARENDON FOREST)
RETREAT PTY LIMITED A.C.N. 108 061)
570)
by or in the presence of its duly)
authorised officers in accordance with)
section 127 of the *Corporations Act*,)
2001:)


.....
Signature of Director

KAH LIN WORMELL
.....
Name of Director – please print


.....
Signature of Director

Sharyn Maree Cox
.....
Name of Director – please print

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has approved of the development described in Development Application No.0342/2008D; and
- (b) that the terms and conditions of this Development Contract are not inconsistent with that development as approved.

Date:

..... 23 April 2009

DP286227

Signature on behalf of consent authority:

..... *A Moore*

DP286227

Sheet 6 of 6 sheets

PART 4

DEFINITIONS & INTERPRETATIONS

The following words have these meanings in this Development Contract unless a contrary intention appears;

"Original Proprietor" – means Clarendon Forest Retreat Pty Limited A.C.N. 108 061 570, its successors and assigns.

"Association Property" – has the same meaning as Association Property as defined in the Neighbourhood Management Statement lodged with this Contract.

"Neighbourhood Scheme" – has the same meaning as Neighbourhood Scheme as defined in the Neighbourhood Management Statement lodged with this Contract.

"Neighbourhood Plan" – has the same meaning as Neighbourhood Plan as defined in the Neighbourhood Management Statement lodged with this Contract.

Explanatory Note

A Neighbourhood Development Contract is required to be lodged along with a Neighbourhood Plan (see s13 or 18). Further particulars relating to a Neighbourhood Development Contract are contained in Schedule 2 of the Act.

Attention is drawn to the binding effect of the Development Contract, details of which are contained in s15 of the Community Land Management Act 1989. Schedule 2 of the Community Land Management Act 1989 sets out the terms of various covenants which are deemed to be included as covenants of a development contract. This form may be adapted for use as a community or precinct development contract if required.



Sheet 1 of 49 Sheets

CLARENDON FOREST RETREAT

148 Coates Road
Possum Brush via Failford



DP286227 M

NEIGHBOURHOOD MANAGEMENT STATEMENT

WARNING

The terms of this Management Statement are binding on the Neighbourhood Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Neighbourhood Lot within the Neighbourhood Scheme.

The objectives of this statement are to establish the aims and fundamental principles that this neighbourhood functions upon; to establish a structure of management and responsibility that ensures the aims and principles are achievable; and to establish the by-laws fundamental to the practical functioning of the neighbourhood.

Hones La Hood Lawyers
Suite 1, Level 4
54 Miller Street
North Sydney
NSW 2060

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION NSW

REGISTERED



18 28.5.2007

AP286227

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Approved Form 30

COMMUNITY LAND DEVELOPMENT ACT 1989
COMMUNITY LAND MANAGEMENT ACT 1989

CLARENDON FOREST RETREAT
NEIGHBOURHOOD MANAGEMENT STATEMENT

NEIGHBOURHOOD ASSOCIATION D.P. NO.

WARNING

The terms of this Management Statement are binding on the Neighbourhood Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Neighbourhood Lot within the Neighbourhood Scheme.

The objectives of this statement are to establish the aims and fundamental principles that this neighbourhood functions upon; to establish a structure of management and responsibility that ensures the aims and principles are achievable; and to establish the by-laws fundamental to the practical functioning of the neighbourhood.

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PART 1
BY-LAWS FIXING DETAILS OF DEVELOPMENT

The By-laws in this Part 1 relate to the control and preservation of the essence or theme of the Neighbourhood Scheme and as such may only be amended or revoked by a unanimous resolution of the Neighbourhood Association (See section 17(2) Community Land Management Act 1989).

THEME - CLARENDON FOREST RETREAT

Essence or theme of development

The essence or theme of Clarendon Forest Retreat is the creation of a community offering residential tourism accommodation in harmony with the surrounding land and forest ecosystems, through the design of environmentally-sensitive dwellings and landscaped surrounds which retain native flora and fauna and reduce environmental pollution.

BY-LAW 1 – ARCHITECTURAL AND LANDSCAPE CODE

1.1 Neighborhood Association May Prescribe

The Neighbourhood Association may prescribe, amend and add to an Architectural and Landscape Code in relation to the Neighbourhood Scheme.

1.2 Purpose of Architectural and Landscape Code

The Architectural and Landscape Code may contain:-

- (a) an architectural code providing a detailed definition of the architectural theme and style for improvements constructed on the Lots;
- (b) a landscape code defining the landscaping requirements for the lots; and
- (c) any other matter determined by the Neighbourhood Association.

1.3 Development Control Plan

Any Architectural and Landscape Code must not conflict with the corresponding provisions in Council's Development Control Plan applicable to the Neighbourhood property.

1.4 Section 88B Instrument Setting Out Terms of Easements and Restrictions on the Use of the Land

The provisions of the Architectural and Landscape Code must not conflict with the terms and conditions of any instrument created under s.88B of the *Conveyancing Act 1919*, as registered with the Deposited Plan.

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1.5 Parties Bound

The Architectural and Landscape Code described in this By-Law binds:-

- (a) the Neighbourhood Association;
- (b) each proprietor or occupier or lessee of a Lot; and
- (c) each mortgagee in possession of a Lot.

1.6 Current copy of Architectural and Landscape Code

The Neighbourhood Association must, when requested by the owner of a Lot, provide the owner of the Lot, at a reasonable cost to that owner, with a current copy of the Architectural and Landscape Code.

BY-LAW 2 – DEVELOPMENT WORKS

2.1 Approvals Process

- (a) The owner of a Lot may not commence any works, including without limitation:
 - (i) any new construction,
 - (ii) any building modification or alterations to improvements; and/or
 - (iii) any material landscape modification,on any Lot or improvements situated on any Lot until an Application containing plans and specifications for the development works has been approved by the Executive Committee in accordance with this By-Law.
- (b) The owner of a Lot must lodge any Application for approval of development works in relation to any Lot with the Executive Committee before carrying out any works on any Lot and prior to the lodging of an application for approval (where approval is required) with Council.
- (c) An Application must contain sufficient information about the development works to enable the Executive Committee to understand with reasonable certainty the nature and extent of the proposed works.
- (d) The Executive Committee may request additional information to enable it to make a decision on an Application.
- (e) The Executive Committee may refer an application to a General Meeting of the Neighbourhood Association for its decision.

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- (f) The Executive Committee must, within 40 days after it has received all information required by it, advise the Applicant that it either:
 - (i) consents to the Application either unconditionally or subject to conditions and details those conditions; or
 - (ii) refuses to consent to the Application and gives its reasons.
- (g) A decision made by the Executive Committee is final and binding on the Applicant.
- (h) Decisions made at a meeting of the Executive Committee are to be made by a majority of votes of members present and voting at the meeting at which a quorum is present.
- (i) No member of the Executive Committee will be liable for any loss or damage occurring by reason of an act done in the capacity of a member of the Executive Committee except for negligence on the part of that member.

2.2 Application for Approval of Development Works - New Construction, Building Modification, Alterations to Improvements

- (a) The Application for approval must contain:-
 - (i) The plans and specifications for the development works including a complete copy of the application for submission to Council (if any); and
 - (ii) a landscape proposal that complies with clause 2.3 of these By-Laws.
- (b) The Executive Committee must, when considering an Application for approval of proposed works, have regard to and be satisfied that the Applicant has provided adequate details as to the following:-
 - (i) size and shape of the Lot;
 - (ii) character, location, scale, shape, size and height of the proposed works;
 - (iii) suitability and quality of design and materials;
 - (iv) harmony of the external design or appearance with existing improvements on the Lot;
 - (v) effect of the development works on the landscape or scenic quality of the Neighbourhood Scheme;
 - (vi) location and elevation in relation to surrounding structures and topography;

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- (vii) whether the development works are consistent with the overall 'theme' of the Neighbourhood Scheme;
- (viii) whether adequate provision has been made for appropriate landscaping;
- (ix) harmony with existing landscaping;
- (x) maximisation of solar efficiency, water and resource conservation;
- (xi) compliance with these By-Laws, any Architectural and Landscape Code or Rules in force at the time the Application is made; and
- (xii) any other matter that the Executive Committee acting reasonably consider should be taken into account.

2.3 Application for Approval of Development Works - Landscape Modification

- (a) The Application for approval must contain:-
 - (i) a description of the nature, kind, shape, height, quantity, location and function of the proposed trees, shrubs and garden areas; and
 - (ii) details of the nature and type of proposed landscaping material and features.
- (b) The Executive Committee must, when considering an Application for proposed landscape modification, have regard to and be satisfied that the Applicant has provided adequate details as to the following:-
 - (i) suitability of design, colour, plant species and landscape materials and features;
 - (ii) quality of design, colour, plant species and landscape materials and features;
 - (iii) location in surrounding structures;
 - (iv) harmony with existing landscape structures;
 - (v) the removal of, or dealing with, existing plants, flowers, shrubs and trees;
 - (xiii) compliance with these By-Laws, any Architectural and Landscape Code or Rules in force at the time the Application is made; and
 - (vi) any other matter that the Executive Committee acting reasonably consider should be taken into account

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2.4 Site Works

The owner of a Lot must not:-

- (a) erect, place or allow any person to reside in any form of temporary or demountable structure, including mobile homes, sheds, caravans and the like;
- (b) allow polluted water or other waste material to escape any Lot;
- (c) carry out earth works on any Lot without prior consent under this By-Law and the consent of Council; or
- (d) occupy any dwelling or allow any dwelling to be occupied until that dwelling is completed and a Certificate of Occupancy is issued by Council.

2.5 Other Structures

The owner of a Lot must not:-

- (a) erect any other external structures such as car ports, garages, sheds and stables unless they are of similar design, standard and materials to the dwelling, and are sited so as to minimise any adverse impact on the overall appearance of the Lot and the Neighbourhood Scheme; or
- (b) erect or place any metal garden shed on the Lot.

BY-LAW 3 NEIGHBOURHOOD ASSOCIATION PROPERTY ("ASSOCIATION PROPERTY")

3.1 Construction on Association Property

The owner or occupier of a Lot must not, except with the approval of the Neighbourhood Association:-

- (a) construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Association property except in accordance with these By-Laws; or
- (b) attach any item as a fixture to Association Property; or
- (c) alter Association Property.

3.2 Development by Neighbourhood Association on Association Property

The Neighbourhood Association must, in respect of any development on Association Property (Lot 1), comply with the intent of any Architectural and Landscape Code and these By-Laws.

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BY-LAW 4 MAINTENANCE

4.1 Maintenance of Improvements on Lot

- (a) The owner or occupier of a Lot must:
 - (i) keep the Lot including, without limitation, the exterior of the buildings and any other structures on the Lot, clean and in good repair and condition; and
 - (ii) carry out all maintenance and repairs to the exterior of the buildings and any other structures on the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Neighbourhood Association in accordance with the Architectural and Landscape Code and, without limitation, with materials of the same or similar qualities as those used in the construction of the improvements on the Lot.
- (b) The Neighbourhood Association may give notice to the owner or occupier of a Lot requiring that owner or occupier to comply with the terms of this By-Law.
- (c) If the owner of the Lot fails in his duty to maintain the improvements on his Lot after reasonable notice from the Neighbourhood Association, the Neighbourhood Association may arrange for the necessary works to be carried out and recover the costs of so doing from the owner.

4.2 Maintenance of Landscaped Areas on Lot and on Association Property

- (a) The owner or occupier of a Lot must:
 - (i) keep the landscaped areas of the Lot clean and tidy and in good repair; and
 - (ii) carry out all maintenance in a proper and workmanlike manner and to the reasonable satisfaction of the Neighbourhood Association;
- (b) The owner or occupier of a Lot must not, except with the approval of the Neighbourhood Association, permit any material or goods to be dumped or stored (whether on a temporary or permanent basis) on the Association Property and must do all things to keep the Association Property clean, tidy and free of litter.
- (c) The Neighbourhood Association may give notice to the owner of a Lot requiring that owner to comply with the terms of this By-Law.
- (d) If the owner of the Lot fails to maintain the landscaped area upon the Lot after reasonable notice from the Neighbourhood Association, the

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Neighbourhood Association may arrange for the necessary works to be carried out and recover the costs of so doing from the owner of the Lot.

BY-LAW 5 APPEARANCE

The owner or occupier of a Lot must not, except with the approval of the Neighbourhood Association, construct, install or maintain on or in a Lot anything which can be seen from outside the Lot and which, in the reasonable opinion of the Neighbourhood Association is not in keeping with the improvements on or the landscaped areas of the Lot or the theme of the Neighbourhood Scheme.

BY-LAW 6 EXISTING DEVELOPMENT APPROVALS

6.1 The Lot owners and the Executive Committee acknowledge that at the time of creation of this Neighbourhood Scheme the following existing development approvals have been granted by Council:-

- (a) Consent to development application DA 1001/04 dated 14 May 2004 in respect of, inter alia, the construction of cottages on Lots 8, 9, 10, 11, and 12;
- (b) Consent to development application (DA 72/2009 dated 17 September 2008 as resubmitted on 22 January 2009 GTCC DA 72/2009/DA) in respect of extensions and renovations to the existing cottage on Lot 2 ("the gatekeepers") being the proposed Retreat Manager's Residence and Retreat Reception Area.;

("the existing Development Approvals").

6.2 The Executive Committee acknowledges that the existing Development Approvals for the construction of cottages comply with any Architectural and Landscape Code in relation to the Neighbourhood Scheme and as such, the owner of a Lot with an existing Development Approval and where no dwelling has been erected on that Lot, has the approval of the Executive Committee in accordance with clause 2 of these By-Laws to construct a dwelling in accordance with the requirements of Council.

6.3 No dwellings shall be constructed on Lots 8, 9, 10, 11, & 12 except in accordance with the existing Development Approvals, or in accordance with any modified conditions of those existing Development Approvals as may be approved by Council.

6.4 This By-Law ceases to apply on completion of the construction of the dwellings in accordance with the requirements of Council.

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PART 2
RESTRICTED NEIGHBOURHOOD PROPERTY

These By-Laws may not be amended during the initial period and 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 Neighbourhood Property (see section 54 Community Land Management Act 1989).

BY-LAW 7 - PROPOSED NEIGHBOURHOOD FACILITIES - SWIMMING POOL AREA, TENNIS COURT AREA AND COMMUNAL HALL AREA

AH561429 BY-LAW 7
REPEALED &
REPLACED. SEE
ANNEXURE 'A'



4.3.2013

- 7.1** The area marked on the Concept Plan as Restricted Neighbourhood Property – is restricted under this By-Law for the purposes of construction of Proposed Neighbourhood Facilities comprising a swimming pool, tennis court and communal hall and the carrying out of activities associated with the construction of such proposed Neighbourhood facilities by the Neighbourhood Association for the benefit of all Lot owners, including without limitation:-
- (a) Any form of demolition work, building work, excavation and any work ancillary to, or associated with the building work of the neighbourhood facilities on the Association Property, including, without limitation, any installation of services; and
 - (b) Any form of landscaping work or work ancillary to or associated with, the landscaping around the Neighbourhood facilities on the Association Property.
- 7.2** The Neighbourhood Association will have exclusive use of the Restricted Neighbourhood Property for the term of this By-Law.
- 7.3** Restricted Use of the Swimming Pool Area, the Tennis Court Area and the Communal Hall Area will cease when the Executive Committee of the Neighbourhood Association serves a notice informing all Lot owners that construction of all or part of the Neighbourhood Facilities has been completed.
- 7.4** On completion of construction of the Neighbourhood facilities the Neighbourhood Association must amend these By-Laws to provide for rules relating to the use of these Neighbourhood facilities.

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PART 3
MANDATORY MATTERS

These are matters which must be addressed in every Neighbourhood Management Statement.

BY-LAW 8 OPEN ACCESSWAYS OR PRIVATE ACCESSWAYS

There are no open accessways or private accessways within the Neighbourhood Scheme.

BY-LAW 9 PERMITTED USES OF AND SPECIAL FACILITIES ON ASSOCIATION PROPERTY

9.1 Association Property

The Association Property is known as Lot 1 on the Neighbourhood plan and for the sake of clarity, it excludes Lots 2 -12 and comprises the following areas as shown on the Neighbourhood Plan;

- (a) The Restricted Neighbourhood Property – Proposed Neighbourhood Facilities Area;
- (b) the Open Space area;
- (c) the Tracks in use;
- (d) the Garbage Compound Area; and
- (e) the Lagoon (Exclusion) Area.

There are no special facilities provided on the Association Property.

9.2 The Open Space Area

- (a) The Open Space Area is that part of the Association Property which does not include the restricted neighbourhood property, the tracks in use, the garbage compound area and the lagoon (exclusion) area.
- (b) Subject to these By-Laws, the Open Space Area is available for use by owners and occupiers of Lots and any person on Association property with the consent whether expressed or implied of an owner or occupier of a Lot.
- (c) The Neighbourhood Association is responsible for the control, management, maintenance and repair of the Open Space Area.

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9.3 The Tracks in Use

- (a) Subject to these By-Laws, the Tracks in Use are available for use by owners and occupiers of Lots and persons authorised by owners or occupiers of Lots or the Neighbourhood Association.
- (b) The Neighbourhood Association is responsible for the control, management, maintenance and repair of the Tracks In Use.

9.4 Deleted

9.5 The Garbage Compound

- (a) Subject to the terms of the s.88B Instrument, By-Law 12 and any additional regulations made by the Neighbourhood Association, the Garbage Compound is available for use by owners and occupiers of Lots, for the purpose of temporary storage of garbage and recycling material pending collection by Council or its contractors.
- (b) Council will have access to the Garbage Compound under the terms of the s.88B Instrument registered with the Neighbourhood Plan, for the purposes of domestic garbage collection.
- (c) The Neighbourhood Association is responsible for the control, management, maintenance and repair of the Garbage Compound Area.

9.6 Maintenance Of Association Property

- (a) The Neighbourhood Association is responsible for the control, management, operation, maintenance and repair of the Association Property.
- (b) The Neighbourhood Association must impose contributions on the owners of all Lots for the cost of the control, management, operation, maintenance and repair of the Association Property.
- (c) The Neighbourhood Association will ensure that vegetation on the Association property is pruned or slashed regularly, on an as needs basis, in order to ensure proper management for bushfire risk reduction.

9.7 Bushfire and Emergency Management

- (a) Bush fire control facilities and emergency management equipment will be provided on the Association property in accordance with the "Bushfire Management Plan" and "Emergency Evacuation Plan".
- (b) The Neighbourhood Association is responsible for the control, management, maintenance and repair of the bushfire control facilities and the emergency management equipment.

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- (c) The Neighbourhood Association is responsible for implementing Bushfire Management and Emergency Management procedures as described in the "Bushfire Management Plan" and "Emergency Evacuation Plan".

9.8 Managing, Operating And Maintaining Association Property

The Neighbourhood Association may contract with persons to provide management, operation, maintenance and other services in connection with the Association Property.

9.9 Children on Association Property

- (a) Children on the Association property, unaccompanied by a responsible adult exercising control, remain the legal responsibility of their parent or guardian.
- (b) An owner or occupier of a Lot shall not permit children to be or to remain upon areas of possible danger or hazard to children, in particular in areas of slip or subsidence, streams, dams, creeks and waterways, or to be in the vicinity of livestock, bulls, horses, machinery and so forth unless children are accompanied by a responsible adult exercising control and supervision.

BY-LAW 10 FENCING

10.1 Internal fencing

- (a) Subject to these By-Laws and the *Dividing Fences Act 1991*, the owner of a Lot may construct a fence on the boundary of their neighbourhood Lot and any other neighbourhood Lot or Association property.
- (b) All internal fencing must be constructed of materials compatible with and in harmony with local rural fencing standards.
- (c) Barbed wire must not be used as a fencing material.
- (d) Unless provided otherwise in these By-Laws, all internal fencing within the Association Property must be maintained, repaired and controlled by the Neighbourhood Association including without limitation the fencing of any pool area or tennis court area as may be constructed.
- (e) The Neighbourhood Association may prescribe standards for the height, materials and style of internal fencing permitted.

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10.2 External Perimeter fencing

- (a) Subject to these By-Laws and the *Dividing Fences Act 1991*, the Neighbourhood Association may construct a fence on the boundary of the external perimeter of the Neighbourhood Parcel and adjoining land.
- (b) Perimeter fencing must be constructed of materials compatible with and in harmony with local rural fencing standards.
- (c) Barbed wire may not be used as a fencing material.
- (d) Unless provided otherwise in these By-Laws, the external perimeter fencing on the Neighbourhood Parcel must be maintained, repaired and controlled by the Neighbourhood Association.

BY-LAW 11 GARBAGE

11.1 The owner or occupier of a Lot:-

- (a) Must dispose of domestic garbage according to the requirements of the Neighbourhood Association and Council;
- (b) Must not deposit garbage on the Association Property nor on any Lot on within the Neighbourhood Scheme;
- (c) Must maintain any garbage bin on the Lot in a secure clean and dry condition.
- (d) Must dispose of any hazardous waste (including but not limited to batteries, construction waste, and bulky items like white goods, oil, paints waste or other toxic substances) outside the Neighbourhood scheme in accordance with the requirements and directions of Council.
- (e) Must ensure that before garbage is placed in the bin it is securely wrapped or in the case of tins or other containers, drained of its contents so as no leakage of the contents occurs.
- (f) Must not place any thing in the garbage bin of any other owner or occupier of any other Lot except with the permission of that owner or occupier.
- (g) Must ensure that garbage is disposed of in accordance with arrangements entered into by the Neighbourhood Association.

11.2 The Neighbourhood Association has provided a garbage compound on Association Property for solid waste transfer and collection. All solid waste must be transferred to the garbage compound by the Association or its agent for collection by Council or its contractor and upon this collection the Association or its agent must promptly return each garbage bin to its particular Lot.

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- 11.3** The Neighbourhood Association promotes the minimisation of waste by recycling, reusing, composting and reducing reliance on unrecyclable materials.

BY-LAW 12 SERVICES

12.1 Services - Public Authorities

- (a) Electricity and telephone services are to be supplied to the Neighbourhood Scheme by the service providers through service lines.
- (b) Maintenance of the electricity and telephone services on each Lot is the responsibility of the owner of each Lot.
- (c) Maintenance of the electricity and telephone services located on Association Property is the responsibility of the Neighbourhood Association.

12.2 Services - Water

- (a) The Neighbourhood Association will provide non-potable water services to the Neighbourhood Lots from the Lagoon and water storage tanks located on Association Property.
- (b) The cost of pumping water and of maintaining the pipes and water storage tanks on Association property to ensure the continued flow of non-potable water from the Lagoon to the Lots is the responsibility of the Neighbourhood Association.
- (c) The Owner or Occupier of a Lot must not except with the approval of the Neighbourhood Association, carry out any works which interferes with the provision of non-potable water services to the Lots or obstruct access to or damage water service pipes or water storage tanks situated within Association Property.
- (d) The Owner or Occupier of a Lot must promptly notify the Neighbourhood Association of any damage or defect in the non-potable water service.

12.3 Other – Potable Water and Effluent Disposal

It is the responsibility of the owner of each Lot to provide and maintain:-

- (a) a rainwater management system for the provision of potable water to the Lot; and
- (b) an approved on-site effluent disposal system for the Lot.

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BY-LAW 13 INSURANCES

- (a) The Neighbourhood Association must on an annual basis review:
 - (i) all insurances effected by it; and
 - (ii) the need for new or additional insurances covering Association Property.
- (b) The following insurance policies must be kept at all times:
 - (i) public liability for at least \$10 million (\$10,000,000.00);
 - (ii) building and contents policies for all buildings, structures and other improvements on Association property;
 - (iii) workers compensation policies; and
 - (iv) insurance for all risk associated with horses and horse riding within the Neighbourhood scheme.
- (c) Notice of an Annual General Meeting must:
 - (i) include a form of motion to decide whether insurances effected by the Neighbourhood Association should be confirmed, varied or extended; and
 - (ii) for every alternate Annual General Meeting be accompanied by a written valuation of all buildings, structures and other improvements on Association Property made by a qualified valuer.
- (d) The Neighbourhood Association must immediately effect new insurances, vary or extend existing insurances if there is an increased risk or a new risk to the Association Property.
- (e) The owner or occupier of a Lot must not, except with prior written consent of the Neighbourhood Association, do anything that might invalidate, vitiate, suspend or increase the premium for any insurance policy taken out or under consideration by the Neighbourhood Association.

BY-LAW 14 EXECUTIVE COMMITTEE PROCEEDINGS

14.1 Establishing the Committee

The Executive Committee of the Neighbourhood Association must be established in accordance with Division 2 of Part 2 of the Management Act.

14.2 Deleted

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14.3 Meetings

The Executive Committee may meet to conduct business, adjourn and otherwise regulate its meetings as it thinks fit.

14.4 Notice of Meetings

(a) The Secretary or the member of the Executive Committee who convenes a meeting must, not less than twenty one (21) days before the Executive Committee holds a meeting, provide each owner with:-

- (i) the notice of intention to hold the meeting; and
- (ii) the proposed agenda for the meeting

by mail, facsimile or email.

(b) In the event of an emergency, the time to give notice can be reduced to seven (7) days if all reasonable efforts have been taken to contact each member and each member agrees to hold an urgent meeting.

(c) Failure to take all reasonable steps to notify a member of a proposed meeting may at the insistence of a majority of members, render the meeting and any decisions null and void.

14.5 Agenda

(a) The agenda for a meeting must include details of all business to be heard at the meeting.

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

AH561429 BY-LAW
14.5(c) ADDED. SEE
ANNEXURE 'A'



4.3.2013

14.6 Place of Meeting

Meetings must be held within the Neighbourhood Scheme, or at the office of the managing agent (if any) or at a place determined by the managing agent (if any) as a suitable venue for all Owners.

Meeting at Request of Members

The Secretary or in the Secretary's absence any member of the Executive Committee must, at the request at not less than one-third of the members of the executive committee convene a meeting within the period of time specified in the request, or if no time is specified, within 21 days of the making of the request.

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14.7 Out of Meeting Determinations

Where:

- (a) these By-Laws have been complied with in relation to a meeting;
- (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting;
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee, then the resolution will, subject to Section 38(3) of The *Management Act*, be as valid as if it had been passed a duly convened meeting of the Executive Committee even though the meeting was not held; and
- (d) An owner of a lot or, where the owner is a corporation, the company nominee of the corporation, may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Executive Committee.

14.8 Record keeping and display of Minutes

- (a) Minutes of meetings must be properly kept and held with the Minutes of the General Meetings of the Neighbourhood Association and must be made available to Owners of Lots on request.
- (b) The Executive Committee must, within 7 days after holding a meeting, provide each owner with a copy of the Minutes of that Meeting.

14.9 Functions of the Secretary

The functions of the Secretary include:

- (i) preparing and distributing minutes of meetings of the Neighbourhood Association and the Executive Committee;
- (ii) giving, on behalf of the Neighbourhood Association and the Executive Committee, notices required to be given under the *Management Act*;
- (iii) maintaining the Neighbourhood Association roll;
- (iv) supplying certificates in accordance with Clause 2 of Schedule 4 after the *Management Act*;
- (v) answering communications addressed to the Neighbourhood Association or the Executive Committee;
- (vi) convening meetings of the Executive Committee and the Neighbourhood Association (other than the first annual general meeting);
- (vii) performing administrative or secretarial functions on behalf of the Executive Committee; and

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- (viii) keeping records under Part 3 of Schedule 1 of the *Management Act*.

14.10 Functions of the Treasurer

The functions of the Treasurer include:

- (i) the functions set out in Section 36(1) and (2) of the *Management Act*,
- (ii) notifying owners of Lots of any contributions levied under the *Management Act*;
- (iii) receiving, acknowledging, banking and accounting for any money paid to the Neighbourhood Association;
- (iv) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of Clause 2 of Schedule 4 of the *Management Act*;
- (v) keeping prescribed accounting records under Clause 10 of Schedule 1 of the *Management Act*;
- (vi) preparing financial statements under Clause 11 of Schedule 1 of the *Management Act*;
- (vii) notifying owners of Lots of any contribution levied under this Management Statement and collecting such contributions.

14.11 Subcommittees

The Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:

- (a) conduct investigations;
- (b) perform duties and functions on behalf of the Executive Committee; and
- (c) report the findings of the sub-committee to the Executive Committee.

14.12 No Remuneration

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

14.13 Protection of Executive Committee Members from Liability

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

PART 4
OPTIONAL MATTERS

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**BY-LAW 15 BEHAVIOUR BY OWNERS, OCCUPIERS AND OTHERS TO PROMOTE
SOCIAL HARMONY IN THE NEIGHBOURHOOD SCHEME**

- (a) The Owner or Occupier of a Lot must not:-
- (i) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using Association Property;
 - (ii) obstruct lawful use by any person of the Association Property;
 - (iii) use the Lot for any purpose that may adversely affect the good reputation of the Neighbourhood Scheme;
 - (iv) remove any article from the Neighbourhood Property placed there by direction or authority of the Neighbourhood Association;
 - (v) do any thing that may prejudice the security or safety of the Neighbourhood scheme;
 - (vi) deposit or throw upon the Association Property, other than within the area designated by the Neighbourhood Association, any rubbish or litter or other material likely to interfere with the peaceful enjoyment of any person or to cause harm to the environment;
 - (vii) light or permit to be lit any fire outdoors so as to contravene the requirements of the Bush Fire Council of New South Wales and the prescriptions of the *Local Government Act* during periods of fire restrictions;
 - (viii) permit any camping on Association Property;
 - (ix) damage Association Property including without limitation any paved area, walkway, accessway, landscape feature, lawn, garden, tree, shrub, plant or flower or any improvements which form part of or are situated on Association property;
 - (x) use for that owner or occupier's own purposes any part of Association Property; or
 - (xi) use any thing on the Association Property for any purpose other than that for which it was intended.
- (b) An Owner or Occupier of a Lot must not, without the prior written consent of the Neighbourhood Association:-

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- (i) bring onto the Neighbourhood parcel or permit to remain upon the Neighbourhood parcel any heavy vehicle, which might cause damage to the Neighbourhood Property or any building on the Neighbourhood Property;
 - (ii) interfere with the operation of any equipment installed in the Neighbourhood Property;
 - (iii) do any thing to interfere with damage or deface Neighbourhood Property;
 - (iv) use, keep or store on the Lot or any part of the Neighbourhood Property any flammable, chemical, gas or other materials other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle or internal combustion engine;
 - (v) remove firewood from the Neighbourhood Parcel except with the consent of the Lot owner affected;
 - (vi) quarry or carry away any materials of any nature from, nor disturb or remove rock from the Neighbourhood Property; or
 - (vii) use any agricultural Biocide for any purpose on any Lot on the Neighbourhood Property. The Neighbourhood Association may from time to time prescribe schedules of permitted domestic Biocides.
- (c) All Owners renting Lots must provide any occupier, lessee or licensee with a copy or summary of this Management Statement and take all reasonable steps to ensure that the lessee, licensee or occupier of the Lot complies with these By-Laws. If a By-Law prohibits an Owner or occupier of a Lot from doing a thing, the Owner or occupier must not allow or cause another person to do the thing.
- (d) The Owner or Occupier of a Lot must take all reasonable steps to ensure that Invitees of the Owner or Occupier comply with the Management Statement. If an Invitee does not comply with the Management Statement the Owner or Occupier must take all reasonable steps to ensure that the Invitee immediately leaves the Neighbourhood property.
- (e) The owner or occupier of a Lot must promptly give notice to the Neighbourhood Association of any damage or defect to Association property of which the owner becomes aware.
- (f) No By-Law shall be interpreted so as to prohibit the use of Association Property for passive and peaceful recreational pursuits such as walking, bird watching and the like, provided that, in the view of the Association, such activities do not cause any significant environmental damage to the Association Property.

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BY-LAW 16 COMPLIANCE WITH LAWS

The Owner or Occupier of a Lot must at the Owner's own expense promptly comply with all laws relating to the Lot including without limitation any requirements, notices and orders of any public authority.

BY-LAW 17 KEEPING OF ANIMALS

(a) An Owner or Occupier of a Lot:-

- (i) may keep up to two (2) dogs upon the Lot provided such dogs are chained or suitably secured and kenneled on the Lot between dusk and dawn; and
- (ii) may keep up to two (2) neutered or spayed domestic cats upon the Lot provided such cats are confined to the dwellings or buildings on the Lot from at least one hour before dusk until at least one hour after dawn.

(b) An Owner of a Lot may, with the approval of the Retreat Manager, and only while the Owner is in occupation of a Lot, keep up to three (3) horses upon the Lot provided such horses are contained within the boundaries of the Lot and are suitably stabled on the Lot, and are maintained under an adequate regime of animal husbandry

(c) An Owner or Occupier of a Lot must not keep a dog on the Lot or on the Association Property;

- (e) unless it is registered in accordance with the *Companion Animals Act 1998*; or
- (f) if it has been declared a dangerous dog under the *Companion Animals Act 1998*.

(d) An Owner or Occupier of a Lot must not:-

- (i) permit any animal under his control to enter upon the Association Property or upon any other Lot unless so approved in writing by the Neighbourhood Association or the Owner or Occupier of the other Lot as the case may be;
- (ii) permit any dog under his control to enter upon the Association Property unless the dog is suitably leashed and restrained or is under the voice command of the registered owner and remains under the care and supervision of the registered owner of the dog or his responsible nominee;
- (iii) permit a cat of any nature whether neutered, spayed or whole, to enter or remain upon the Association Property;
- (iv) without the prior written approval of the Neighbourhood Association keep any wild or feral animal, including rabbits, upon the Lot or the Association Property.

- (e) The Neighbourhood Association may remove from the Neighbourhood parcel any animal not kept in accordance with the provisions of By-Law 17.
- (f) The Neighbourhood Association may regulate from time to time to address and control any nuisance which may be caused by the keeping of animals, noting that any regulation cannot prohibit or restrict the keeping on the Lot of a dog used as a guide dog by a completely or partial blind person.
- (g) **Horse Riding**

The following conditions apply to horse riding on the Association property:

- (i) horses must be in the supervision and control of a responsible rider at all times and must be ridden responsibly;
- (ii) horses are not permitted on the Association property other than on the tracks in use and open space area;
- (iii) all riders must hold public liability insurance of at least \$10 million (\$10,000,000.00) in respect of horse riding and provide evidence by way of certificate of currency to the Neighbourhood Association.

BY-LAW 18 ROAD RULES, PARKING AND RESTRICTIONS ON VEHICLES

18.1 Road Rules

- (a) An Owner or occupier of a Lot must not drive any motor vehicle on the tracks in use or any other part of the Neighbourhood property:
 - (i) at a speed in excess of 40 kph;
 - (ii) any vehicle which is not registered for use on public roads in accordance with the laws of New South Wales;
 - (iii) if the driver is not licensed to drive the vehicle on a public road in accordance with the laws of New South Wales; or
 - (iv) which is excessively noisy or produces an excessive level of emissions.
- (b) All motor vehicles must give way to any wildlife or animals.
- (c) To the extent that this By-Law does not govern road rules in the Neighbourhood Scheme, the provisions of the *Road Transport Acts* (NSW) apply.

18.2 Parking

The Owner or Occupier of a Lot must not, except with the consent of the Neighbourhood Association:-

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- (a) park a vehicle within the Association Property except in a garage or driveway on the Owner's own Lot or on an area on the Association Property designated by the Neighbourhood Association from time to time as being an area where a vehicle may be parked; and
- (b) keep a vehicle of over three (3) tonnes capacity on any Lot.

18.3 Restrictions on Vehicles

With the exception of the rights established under the Neighbourhood Scheme, an Owner or Occupier of a Lot:-

- (a) shall not, without the prior consent of the Neighbourhood Association, use or drive, or permit to be used or driven, any vehicle upon the Neighbourhood Property;
- (b) must not permit trail bikes, road bikes, dune buggies, three wheeled all terrain vehicles or any other motorised vehicles unregistered or unable to be registered with the Roads and Traffic Authority under the provisions of the *Road Transport Acts (NSW)* to enter upon any of the Lots or upon the Association Property;
- (c) nothing in this By-Law is to preclude the use of the access tracks by:-
 - (i) vehicles delivering goods and materials;
 - (ii) any garbage truck collecting garbage, rubbish or recyclable materials;
 - (iii) vehicles belonging to tradesmen employed in the building or construction of improvements within the Lots or within the Association Property; and
 - (iv) vehicles of the Retreat Manager, its employees or contractors whether upon the access tracks or the Neighbourhood Property while carrying out authorized works to the Neighbourhood Property.
 - (v) agricultural vehicles including tractors and the like or agricultural machinery, whether registered for public road use or not, whether upon the access tracks or the Neighbourhood property while carrying out any authorized upkeep, maintenance or repair works upon the Neighbourhood property or to any Neighbourhood Lot.

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BY-LAW 19 FIREARMS AND WEAPONS

An Owner or Occupier of a Lot must not bring or permit to be brought onto the Neighbourhood parcel any licensed or unlicensed firearms or weapons of any description unless such firearms and weapons are first registered with the Neighbourhood Association.

BY-LAW 20 LAUNDRY

The Owner or Occupier of a Lot must ensure that all laundry items hung to dry on their Lots are situated as discreetly as possible and are in a location approved by the Retreat Manager.

BY-LAW 21 TRADING ACTIVITIES

- (a) the Neighbourhood Association may, for the purposes of exercising and performing its powers and duties, carry on a business or trading activity.
- (b) the Neighbourhood Association:-
 - (i) must pay into its sinking fund income derived by it from its business or trading activities; and
 - (ii) must estimate how much money it would need to credit to its sinking fund to meet expenses associated with carrying on its business or trading activity; and
 - (iii) must make the estimate under this by-law:
 - I. no later than 1 month after incorporation of the Neighbourhood Association; and
 - II. as the occasion requires at a general meeting that has before it a statement of the existing financial situation and an estimate of receipts and payments.
 - (iv) must impose a levy on each member for the contribution to provide the amount estimated by this by-law; and
 - (v) may distribute any net profit derived by it from carrying its business or trading activities in accordance with Clause 17 of Schedule 1 to the Management Act.
- (c) if the Neighbourhood Association suffers a net loss from carrying on its business or trading activities, then it must impose a levy on each member for a contribution to the sinking fund in order to meet the amount of the net loss.

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BY-LAW 22 NEIGHBOURHOOD ASSOCIATION - RIGHT TO ENTER INTO CONTRACTS

Subject to the rights conferred on the Retreat Manager under these by-laws, the Neighbourhood Association may, on its own behalf, contract with persons to:

- (a) Provide management, operation or maintenance and other services in connection with Association property and the Association facilities;
- (b) Provide services or amenities to the owners or occupiers of lots, including without limitation management of the tourism accommodation;
- (c) Provide other services or amenities to Association property or to the owners or occupiers of the lots.

BY-LAW 23 NEIGHBOURHOOD ASSOCIATION - RIGHT TO REMEDY

If something should have been done which has not been done by an owner or occupier of a lot as required by these by-laws, the Neighbourhood Association may do or carry out that task at the expense of the owner or occupier of the lot who has defaulted in not carrying out the obligations required by it.

BY-LAW 24 NEIGHBOURHOOD ASSOCIATION - DEBTS OWED

If monies are owing to the Neighbourhood Association and have not been paid, the Neighbourhood Association may recover such monies owing under these by-laws as a debt.

BY-LAW 25 NEIGHBOURHOOD ASSOCIATION NOT LIABLE

Excepting negligence or fraud of the Neighbourhood Association or any employee of the Neighbourhood Association, the Neighbourhood Association will not be liable for damage to or loss of property or injury to any person on any lot or on the Association property.

BY-LAW 26 INTEREST ON OVERDUE MONEY

- (a) An owner or occupier of a lot must pay the Neighbourhood Association interest on any amount, other than a contribution levied by the Neighbourhood Association under the Management Act, that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- (b) During the period that an amount under this by-law remains unpaid, after demand or notification by the Neighbourhood Association, interest will be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Neighbourhood Association's bankers (as nominated by the Neighbourhood Association) on overdraft accommodation in excess of \$100,000.

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BY-LAW 27 RULES

- (a) The Association Property may make Rules relating to the control, management, operation, use and enjoyment of the Neighbourhood Scheme including without limitation:-
 - (i) The control, management, operation and use of the Association Property including without limitation the Association facilities; and
 - (ii) The storage, disposal and collection of garbage.
- (b) The Association Property may at any time add, review or vary the rules. An addition or variation to a rule may not be inconsistent with the Management Act, the Development Act, these by-laws or the Development Consent.
- (c) Rules bind an owner, occupier, mortgagee in possession and lessee or licensee of a lot.

BY-LAW 28 REQUIREMENTS OF COMPLIANCE AUTHORITIES

- (a) All requirements and orders of authorities and all laws in connection with any lot and use or occupation of any lot must be complied with by the owner or occupier of such lot.
- (b) An owner of a Lot will indemnify the Neighbourhood Association for any losses or damages incurred by the Neighbourhood Association arising from any breach by that owner in failing to comply with all requirements and orders of authorities and all laws in connection with any lot.

BY-LAW 29 NEIGHBOURHOOD ASSOCIATION COMMUNICATIONS

All communications, approvals, notices or authorisations by the Neighbourhood Association under these by-laws must be in writing and any complaints, notices or applications or requests for consideration of matters by the Neighbourhood Association must be in writing and forwarded to the manager of the Neighbourhood Association or the secretary of the Neighbourhood Association, or the managing agent where a managing agent has been appointed.

BY-LAW 30 NEIGHBOURHOOD ASSOCIATION APPROVALS

Neighbourhood Association Approvals required under these by-laws may be given conditionally, unconditionally or withheld in the absolute discretion of the Neighbourhood Association unless expressly provided otherwise in these by-laws.

BY-LAW 31 PRIMA FACIE CERTIFICATES

A certificate signed by the Neighbourhood Association, the secretary or the managing agent about a matter or sum payable to the Neighbourhood Association in connection with the by-laws is prima facie evidence of the amount or any other factual matter stated in it.

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BY-LAW 32 BY-LAWS

A current copy of these by-laws must be exhibited and prominently placed on Association property.

BY-LAW 33 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- (a) An owner or occupier of a lot must pay or reimburse the Neighbourhood Association on demand or any costs, charges and expenses of the Neighbourhood Association in connection with the contemplated or actual enforcement or preservation of any rights under the by-laws against any owner or occupier of a lot.
- (b) The costs, charges and expenses under this by-law include without limitation, expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and the Neighbourhood Association's administrative costs in connection with those events.

BY-LAW 34 RETREAT MANAGEMENT AGREEMENT

- (a) The Neighbourhood Association and all Lot owners intend to enter into a Retreat Management Agreement with Clarendon Management Pty Limited ACN 018 058 564 ("the Retreat Manager") for the provision of the services and facilities to the Neighbourhood Association and to owners and occupiers of the Lots.
- (b) The Neighbourhood Association and all Lot owners intend to ratify and execute the Retreat Management Agreement at its first Annual General Meeting.

BY-LAW 35 RETREAT MANAGER'S RESIDENCE AND OFFICE ADMINISTRATION

- (a) The Retreat Manager may operate and use Lot 2 as a Reception Office, Retreat Manager's Office, Administration Centre and residence, as permitted by Council.
- (b) The trading hours of the Reception Office, Retreat Manager's Office and Administration Centre will be those hours that the Retreat Manager deems appropriate for the purposes of running the Clarendon Forrest Retreat.
- (c) The Retreat Manager must comply with all requirements and orders of all Authorities and all Laws, Statutes and By-Laws in connection with the use of Lot 2 as a Reception Office, Retreat Manager's office, Administration Centre and residence.

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PART 5
BY-LAWS REQUIRED BY PUBLIC AUTHORITY

This part may specify By-Laws made at the request of a public authority. These by-laws may provide that amendments may not be made without the consent of the public authority. For further details see Sch.3, cl.4.

BY-LAW 36 RETREAT MANAGER'S RESIDENCE AND RESTRICTION ON PERMANENT OCCUPANCY

- (a) The Retreat Manager may reside on Lot 2 of the Neighbourhood Scheme in order to carry out the management services.
- (b) With the exception of the Manager's Residence on Lot 2 of the Neighbourhood Scheme, all Lots within the Neighbourhood Scheme must not be occupied by any Owner or Occupier of that particular Lot for longer than thirty (30) weeks in any twelve month period.
- (c) This By-Law is made at the request of Greater Taree City Council and may not be amended, varied or revoked without the prior written consent of Council.

BY-LAW 37 ACCESS

- (a) The public, service providers, public authorities and Greater Taree City Council and its agents shall have access over the Right of Carriageway 20 wide created by DP1061970.
- (b) The Right of Carriageway must be maintained by the Association in a fit and proper condition for the purpose of ingress and egress with or without vehicles to and from the manager's office on Lot 2.
- (c) Use of the Right of Carriageway under this By-law 37, is subject to the provisions of By-Law 18.1 (Road Rules).
- (d) This By-Law 37 may not be amended varied or repealed or revoked without the prior written consent of Council.

BY-LAW 38 RIGHT TO ACCESS GARBAGE COMPUND

- (a) The Neighbourhood Scheme provides a garbage compound as shown in Diagram "W" of the Concept Plan for use under the terms of By-Law 11, by the owners and occupiers of lots, for the purpose of garbage transfer for collection and removal by Council or its contractors.
- (b) Council and all persons authorised by Council, are entitled to access within and over the Garbage Compound, with or without vehicles at all reasonable times on a day or days each week nominated as a collection date for the purposes of collecting and removing garbage and refuse from the Neighbourhood Parcel.

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- (c) The Neighbourhood Association releases, to the extent permitted by law and within its power, and indemnifies Council from claims, demands and liabilities which may be occasioned in respect of damage or any property or death or injury to person on the Garbage Compound which may arise from Council exercising its right under this By-Law 38 provided that this release and indemnity will not extend to any loss, damage or injury caused or contributed to by the negligence of Council or its contractors.
- (d) This By-Law 38 may not be amended, varied, revoked or appealed without the prior written consent of Council.

BY-LAW 39 BUSHFIRE MANAGEMENT AND MAINTENANCE

- (a) The Bushfire Management Plan prepared by Australian Bushfire Protection Planners Pty Ltd (Reference: B09900 dated January 2009) for Clarendon Forest Retreat applies to this Neighbourhood Scheme and binds the Neighbourhood Association and all owners, occupiers, lessees and mortgagees in possession of Lots.
- (b) It is acknowledged that the Bushfire Management Plan was prepared on the basis of the use of the Neighbourhood Scheme for existing and future tourism accommodation.
- (c) The Bushfire Management Plan assesses the adequacy of bushfire protection measures under the prescriptions of "*Planning for Bushfire Protection 2006*", in order to address the requirements of section 46 (1) of the *Rural Fire Regulation 2002* and the issue of a bushfire safety authority under section 100B of the *Rural Fires Act 1997*.
- (d) The Neighbourhood Association, the Retreat Manager and all owners, occupiers, lessees and mortgagees in possession of Lots must implement, operate, manage and maintain the policies, practices and procedures contained in the Bushfire Management Plan, as may be amended from time to time.
- (e) The Neighbourhood Association will hold a current copy of the Bushfire Management Plan and must, when requested by the owner or occupier of a Lot provide a copy at a reasonable cost to that owner or occupier.
- (f) The Protection Measures Plan included as Sheet 47 of this Management Statement forms part of the Bushfire Management Plan.
- (e) This By-Law 39 may not be amended, varied, revoked or appealed without the prior written consent of the NSW Rural Fire Service.

BY-LAW 40 EVACUATION & EMERGENCY MANAGEMENT

- (a) The Emergency Evacuation Plan prepared by Australian Bushfire Protection Planners Pty Ltd (Reference: B08801 dated January 2009) for Clarendon Forest Retreat applies to this Neighbourhood Scheme

and binds the Neighbourhood Association and all owners, occupiers, lessees and mortgagees in possession of Lots.

- (b) It is acknowledged that the Emergency Evacuation Plan was prepared on the basis of the use of the Neighbourhood Scheme for existing and future tourism accommodation.
- (c) The Emergency Evacuation Plan has been prepared in accordance with Australian Standard A.S. 3745-2002 *"Emergency Control Organisation and Procedures for dwellings, structures and workplaces"* and the NSW Rural Fire Service *"Bushfire Evacuation Plan Guideline"* and will remain in draft format until completed by the Emergency Planning Committee of the Neighbourhood Association which must be constituted as a sub-committee of the Executive Committee in accordance with By-Law 14.11 of this Management Statement.
- (d) The Neighbourhood Association, the Retreat Manager and all owners, occupiers, lessees and mortgagees in possession of Lots must implement, operate, manage and maintain the policies, practices and procedures contained in the Emergency Evacuation Plan, as may be amended from time to time.
- (e) The Neighbourhood Association will hold a current copy of the Emergency Evacuation Plan and must, when requested by the owner or occupier of a Lot provide a copy at a reasonable cost to that owner or occupier.
- (f) The Site and Access Plan included as Sheet 48 of this Management Statement forms part of the Emergency Evacuation Plan.
- (g) This By-Law 40 may not be amended, varied, revoked or appealed without the prior written consent of the NSW Rural Fire Service.

AH561429 BY-LAW 41, 42 ADDED.
SEE ANNEXURE 'A'

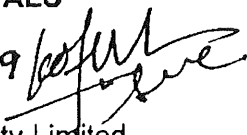


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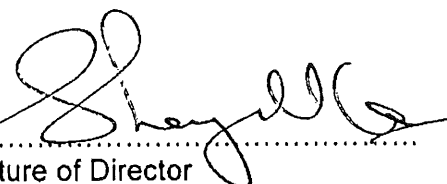
Sheet 36 of 49 sheets

SIGNATURES, CONSENTS AND APPROVALS

DATED 24th day of APRIL 2008 9 

Executed by the Original Proprietor: Clarendon Forest Retreat Pty Limited
(ACN 108 061 570)
pursuant to s.127 Corporations Act 2001 by:-


.....
Signature of Director


.....
Signature of Director

KAH LIN WORMELL
.....
Name of Director (Block Letters)


Sharyn Maree Cox
.....
Name of Director (Block Letters)

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has approved of the development described in Development Application No. 0342/2008D; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

DATED: 23 April 2009


.....
Signature on behalf of Consent Authority

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PART 6
DEFINITIONS AND INTERPRETATION

DEFINITIONS

In this Management Statement these terms (in any form) mean:

"Accessways"

means open accessways and private accessways.

"Administrative Fund"

Means the administrative fund referred to in s.12 part 4 of Schedule 1 of the *Management Act*.

"Animal"

means an animal, insect, reptile or bird.

"Annual General Meeting"

means an Annual General Meeting of the Neighbourhood Association other than the first Annual General Meeting.

"Applicant"

Means in relation to an Application for approval of development works whether for building modification, new construction or landscape modification in accordance with these By-Laws, the owner of a Lot who applies to the Neighbourhood Association for the required approval.

"Architectural and Landscape Code"

means the Architectural and Landscape Code as may be prescribed by the Neighbourhood Association from time to time in respect of;

- (a) Association property; and
- (b) Neighbourhood Lots.

"Association"

means the Neighbourhood Association.

"Association Property"

means the Lot shown as Lot 1 on the Neighbourhood plan and for the sake of clarity excludes Lots 2 – 12.

"Authority"

means any Government, Semi-Government, Statutory, Public or any other Authority which has jurisdiction over the neighbourhood Scheme and includes the Council.

"Biocide"

means any domestic or agricultural poison, pesticide, insecticide, chemical fertiliser, herbicide or the like.

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"Board"

means the Community Schemes Board constituted under the *Management Act*.

"Building Modification"

means any modification, addition, alteration or exterior change made on or to an existing building or structure on;

(a) Neighbourhood Lot; or

(b) Association Property.

"By-Law"

means a By-Law included in this Management Statement.

"Concept Plan"

means the concept plan included in the Neighbourhood Plan.

"Council"

means the Greater Taree City Council OR its successor.

"Development Act"

means the *Community Land Development Act 1989* and regulations made under it.

"Development works"

Means:

(a) any new construction;

(b) any building modification or alterations to improvements; and/or

(c) any landscape modification.

"Development Contract"

means the instrument, plans and drawings which are registered with the Neighbourhood Plan and describe the manner in which it is proposed to develop the land in the Neighbourhood Plan.

"Executive Committee"

means the Executive Committee of members of the Neighbourhood Association as constituted or elected from time to time to undertake the daily management of the Neighbourhood scheme constituted pursuant to the Management Act.

"First Annual General Meeting"

means the General Meeting convened and held under Section 9 of the Management Act.

"Function"

includes a power, authority or duty.

"Garbage Compound"

means that area of Association Property designated as the garbage compound and as shown on the Neighbourhood Plan and the Concept Plan.

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"General Meeting"

means:-

- (a) an Annual General Meeting; or
- (b) a special General Meeting of the Neighbourhood Association.

"Landscape Modification"

means any modification addition or alteration made to the landscaped area on the Association Property or any Lot.

"Lot"

Means land that is a Lot in the Neighbourhood plan but is not Association Property.

"Management Act"

Means the *Community Land Management Act 1989* and regulations made under it.

"Management Statement"

means the Management Statement registered with the Neighbourhood plan pursuant to Section 13 (4) of the *Development Act* as from time to time added to modified or amended.

"Managing Agent"

means an agent appointed under Section 50 of the *Management Act*.

"Neighbourhood Association"

means the corporation that:

- (a) it is constituted by Section 25 of the Development Act or the registration of the Neighbourhood plan; and
- (b) is established as a Neighbourhood Association by Section 7 of the *Management Act*.

"Neighbourhood Facilities"

means that part of the Association Property, designated as Restricted Neighbourhood property on the Plan, being the area where neighbourhood facilities may be established.

" Neighbourhood Lot"

Means land that is a Lot in the Neighbourhood plan but is not Association Property, and for the sake of clarity comprises Lots 2-12 in the Neighbourhood scheme.

"Neighbourhood Plan"

means the Deposited Plan subdividing land and creating the Neighbourhood scheme.

"Neighbourhood Parcel"

Means the whole of the land contained within the Neighbourhood scheme.

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"Neighbourhood Scheme"

means:-

- (a) a subdivision of land by the Neighbourhood Plan;
- (b) the proposals in the related Development Contract; and
- (c) rights conferred and the obligations implied by or under the Community Titles legislation for the Association Property and the owners and the other persons having interests in occupying the Lots.

"New Construction"

means building work that is intended to be carried out on;

- (a) a Neighbourhood Lot; or
- (b) Association Property.

"Open Access Way"

means an open access way set apart under Section 43 of the *Development Act*.

"Open Space Area"

means that part of the Association Property not including the restricted Neighbourhood Property, the tracks in use, the garbage compound and the lagoon (exclusion) area.

"Original Proprietor"

means Clarendon Forest Retreat Pty Limited ACN 108 061 570

"Plant"

means any living thing that either carries out photosynthesis or is a fungus.

"Prescribed Diagram"

means the diagram relating to the service lines with the Neighbourhood plan and prescribed in Section 36 of the *Development Act*.

"Private Access Way"

means a private access way set apart under Section 46 of the *Development Act*.

"Private Service"

means a service running through or servicing Lots on association properties.

"Retreat" means the tourism enterprise operated as "Clarendon Forest Retreat"

"Retreat Management Agreement"

means the management agreement for the provision of services being Schedule 3 hereto referred to in these By-Laws.

"Retreat Manager"

means the manager and/or caretaker of the Neighbourhood scheme, who has entered into a Management Agreement with the Lot owners and the Neighbourhood Association but does not include the managing agent.

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"Rules"

means the rules made under the By-Laws of this Management Statement.

"Secretary"

means the Secretary of the Neighbourhood Association.

"Service"

service means a service running through or servicing Lots or Association Property provided by any service provider, and includes:-

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmissions by telephone, radio or television.

"Service Line"

means a pipe, wire, cable, duct, conduit or pole by means of which a service is or is to be provided the location of which is illustrated in the prescribed diagram.

"Service Provider"

means without limitation an electricity provider, Telstra, the Hunter Water Corporation Limited, Greater Taree City Council and any authorities or corporations assuming their functions or similar functions.

"Sinking Fund"

means the sinking fund referred to in Section 12 Part 4 of schedule 1 of the Management Act.

"Special Facilities"

means any special facilities provided or to be provided on the Association Property or under the control of the Neighbourhood Association including without limitation, any special facilities shown on the concept plan or expressly referred to in any By-Law dealing with special facilities.

"Tracks In Use" means those tracks shown on the Neighbourhood Plan which are subject to a right of access as created in the Section 88B Instrument registered with the Neighbourhood Plan and the *Conveyancing Act 1919*.

"Treasurer"

means the Treasurer of the Neighbourhood Association.

INTERPRETATION

1. In this Management Statement unless the contrary intention appears;

- (a) words denoting any gender include all genders;
- (b) the singular number includes the plural and vice versa;

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- (c) references to any legislation includes any legislation which amends or replaces that legislation;
 - (d) a reference to an instrument or document includes any variation or replacement of it;
 - (e) a reference to any thing includes the whole or part of it;
 - (f) a person includes a firm, a body corporate, an association or an authority;
 - (g) a person includes their executors, administrators successors, substitutes (including, without limitation persons taking by novation) and assigns; and
 - (h) a reference to a day with a reference to a period of time commencing at midnight and ending 24 hours later;
 - (i) amounts of money are expressed in Australian dollars unless otherwise expressly stated; and
 - (j) the defined terms in Part 6 have the meaning given them in that Part except where the context otherwise requires.
2. Headings are inserted for convenience and do not affect the interpretation of this Management Statement.
 3. If the whole or any part of a provision of a By-Law is void, unenforceable or illegal it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.
 4. The Neighbourhood Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right power or remedy. A single or partial exercise of a right, power or remedy by the Neighbourhood Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay an exercising a right, power or remedy does not prevent its exercise.
 5. The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights powers or remedies provided by Law independently of the By-Laws.
 6. A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body of officer ceasing to exist or being reconstituted, renamed or replace or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.

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Explanatory Note

A neighbourhood management statement is required to be lodged along with a neighbourhood plan [see s.13 or 18]. Further particulars relating to a neighbourhood management statement are contained in schedule 4 of the Act.

Attention is drawn to the binding effect of a management statement, details of which are contained in s. 13 of the Community Land Management Act 1989. For provisions dealing with amendment of a management statement [see ss.14 and 17 of the *Community Land Management Act 1989*].

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PART 7
PLANS

PRESCRIBED DIAGRAM

(See Sheet No.45)

ACCESSWAY PLAN

(See Sheet No.46)

CONCEPT PLAN

(See Sheet No. 47)

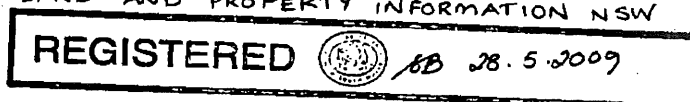
PROTECTION MEASURES PLAN of the BUSHFIRE MANAGEMENT PLAN

(See Sheet No.48)

SITE AND ACCESS PLAN of the EMERGENCY EVACUATION PLAN

(See Sheet No.49)

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION NSW



PREScribed DIAGRAM
PLAN OF SERVICE WORKS

THERE ARE NO SERVICE WORKS
EXECUTED
OR TO BE EXECUTED IN THIS SCHEME

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28.5.2009

PLAN OF SERVICE WORKS IN
SUBDIVISION OF LOT 1351 DP 1061970
CLARENDON FOREST RETREAT

DP 286227

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Approved Form 38
COMMUNITY LAND DEVELOPMENT ACT 1989
NOTE REGARDING ACCESSWAYS
This plan illustrates 'Open/Private Accessways' which are 'Community/Private'
or 'Neighbourhood Property' and are not public roads within the meaning of the
Roads Act 1993.
* Strike out whichever is inapplicable

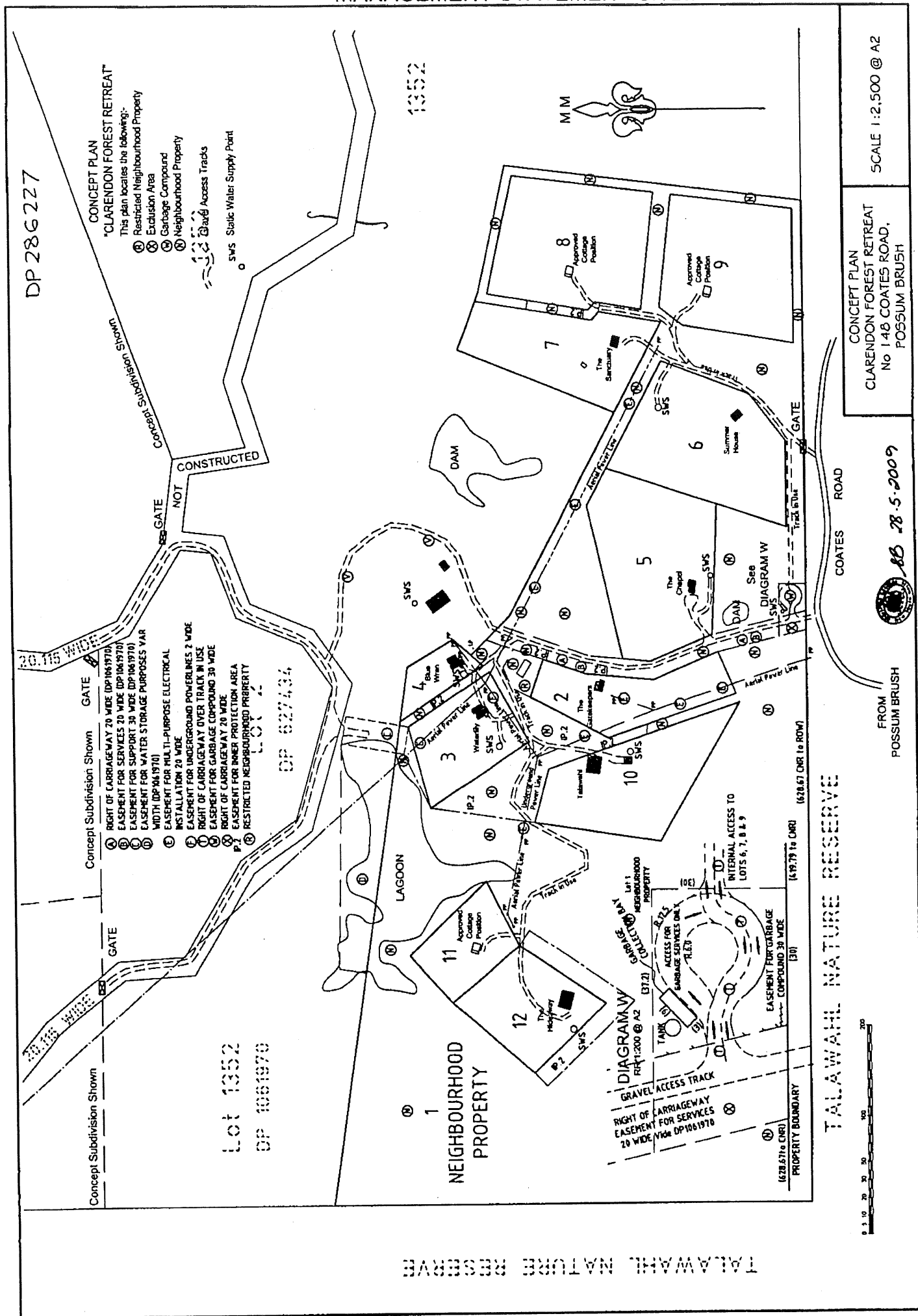
THERE ARE NO OPEN OR PRIVATE ACCESSWAYS IN THIS SCHEME



18 28.5.2009

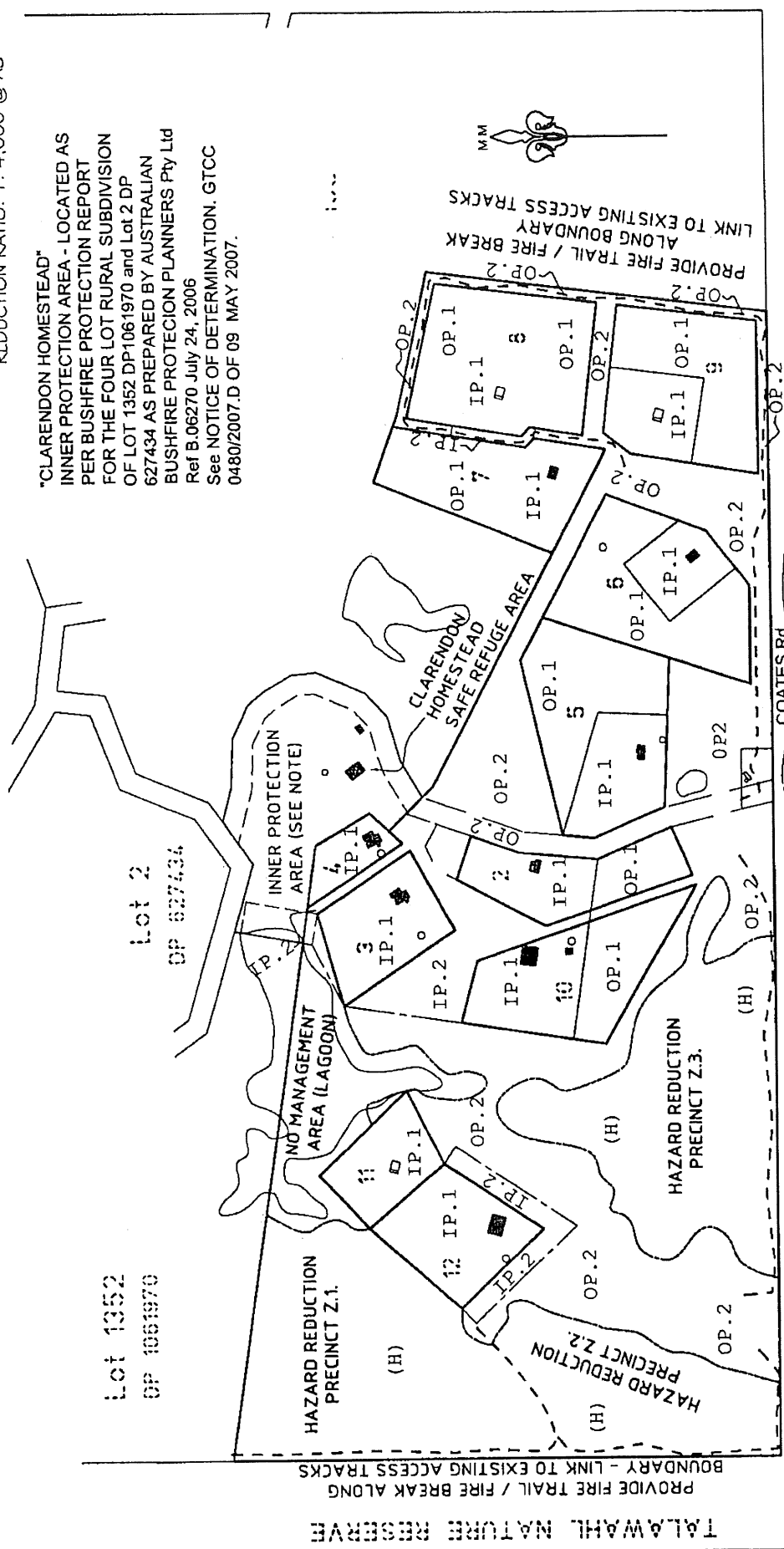
PLAN OF ACCESSWAYS IN
SUBDIVISION OF LOT 1351 DP 1061970
CLARENDON FOREST RETREAT

DP 286227



PLAN of BUSHFIRE MANAGEMENT
PROTECTION MEASURES PLAN
REDUCTION RATIO: 1 : 4,000 @ A3

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"CLARENDON HOMESTEAD"
INNER PROTECTION AREA - LOCATED AS
PER BUSHFIRE PROTECTION REPORT
FOR THE FOUR LOT RURAL SUBDIVISION
OF LOT 1352 DP1061970 and Lot 2 DP
627434 AS PREPARED BY AUSTRALIAN
BUSHFIRE PROTECTION PLANNERS Pty Ltd
Ref B.06270 July 24, 2006
See NOTICE OF DETERMINATION. GTCC
0480/2007.D OF 09 MAY 2007.

HAZARD / FUEL REDUCTION MANAGEMENT
MANAGED BY NEIGHBOURHOOD ASSOCIATION
(H)
INNER PROTECTION AREA - SEE NOTE ABOVE
CLARENDON HOMESTEAD; SAFE REFUGE AREA
I.P.A.

INNER PROTECTION AREA
MANAGED BY NEIGHBOURHOOD ASSOCIATION
IP.2
OUTER PROTECTION ZONE
MANAGED BY NEIGHBOURHOOD ASSOCIATION
OP.2
CLARENDON FOREST
RETREAT

INNER PROTECTION AREA
MANAGED BY LOT OWNERS
IP.1
OUTER PROTECTION AREA
MANAGED BY LOT OWNERS
OP.1

PLAN SHOWING BUSHFIRE PROTECTION MEASURES in accordance with
THE BUSHFIRE MANAGEMENT PLAN by Australian Bushfire Protection Planners Pty
Ltd. for Lot 1351 DP 1061970 148 Coates Road - POSSUM BRUSH

LGA : GTCC Parish: TALAWAHL County: GLOUCESTER

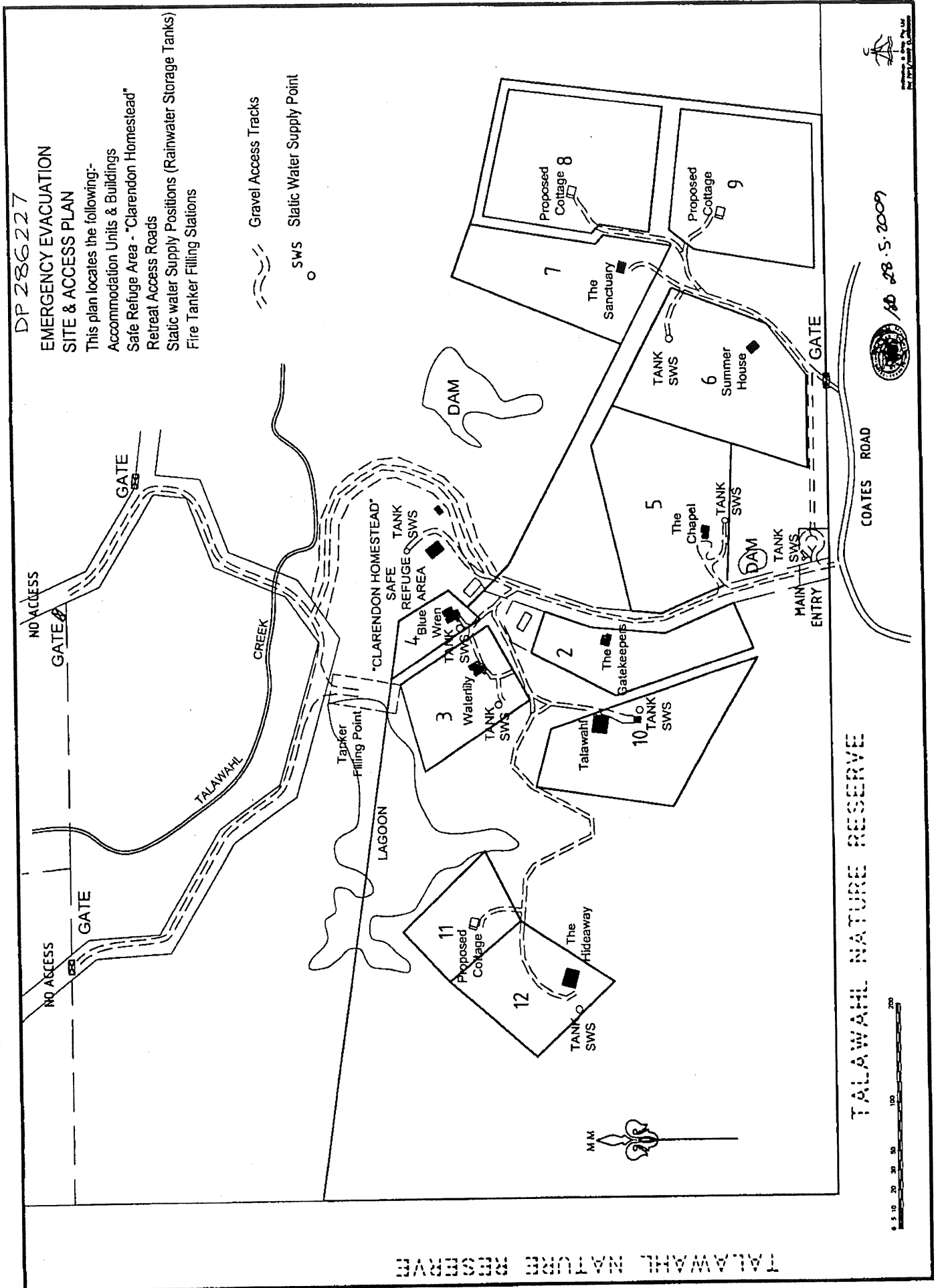
Scale 1:4,000 @A3
Date : Feb 08
Drawn : GC-CS
File : F912/10607

28.5.2009

CLARENDON CONDA
TITLE DWG

Fire Tanker Filling Stations

SWS Static Water Supply Point



Form: 21CSM
Release: 2.3
www.lpma.nsw.gov.au

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989

**DP 286227
MANAGEMENT STATEMENT
ANNEXURE 'A'**

Sheet 1 of 4 Sheets

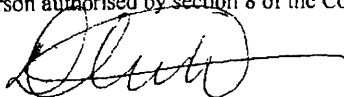
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for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

(A) TORRENS TITLE	1/286227		
(B) LODGED BY	Document Collection Box 2561	Name, Address or DX, Telephone, and Customer Account Number if any LLPN 123167 X CITY AGENTS DX 1293 SYDNEY 02 9232 2077 Reference: <u>ROB/1227</u>	CODE CS
(C) APPLICANT	Neighbourhood Association Deposited Plan No. 286227		
(D)	The applicant certifies that by a special resolution passed on 24 January 2013 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:		
(E) BY-LAWS	Repealed 7	Added 7, 41, 42, 14.5 (c) as fully set out below	
(F) TEXT OF ADDED BY-LAW			

SEE ANNEXURES 'A', 'B' & 'C'

(G) The common seal of the Neighbourhood association deposited plan 286227 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

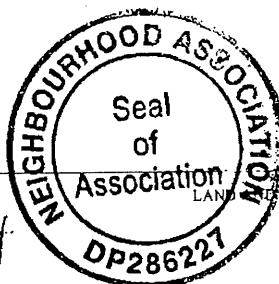


Name of witness: DONNA CARROLL

Date: 30 January 2013

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1008

Page 1 of 4



No part of the neighbourhood property is subject to a restriction pursuant to Section 54 (3) of the Community Land Management Act. All proprietors or occupiers shall be entitled to use the neighbourhood property in the manner and in accordance with the By-Laws relating thereto and any Rules and Regulations made by the Neighbourhood Association.

BY-LAW 41: POOL

By-Law 41.1.1

The swimming pool and surrounds shall only be used between the hours of 6.00 am and 9.00 pm, unless prior approval from the Neighbourhood Association has been obtained.

By-Law 41.1.2

The filtration motor shall be operated between the following hours only:
Monday to Friday (other than a public holiday) 7.00am – 8.00pm
Saturday to Sunday and Public Holidays 8.00am – 8.00pm

By-Law 41.2

A proprietor or occupier using the swimming pool shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use of the pool by other proprietors or occupiers.

By-Law 41.3

In relation to the use of the swimming pool, a proprietor or occupier of a lot shall ensure:

- (a) that his/her invitees and guests do not use the pool unless he or another proprietor or occupier accompanies them;
- (b) that children under 12 years of age are not in or around the pool unless accompanied by an adult proprietor or occupier exercising effective control over them;
- (c) that alcoholic beverages are not taken to or consumed adjacent to the pool and that glass containers or receptacles of any type are not taken to or allowed to remain in or around the pool.
- (d) that appropriate swimwear is worn at all times

By-Law 41.4

A proprietor or occupier of a Lot shall not, without proper authority, adjust or interfere with the operation of the equipment associated with the swimming pool.

By-Law 41.5

A proprietor or occupier of a lot shall not, without proper authority add any chemical or other substance to the water in the swimming pool.
If considered necessary the Executive Committee shall have the power to make any required adjustment to the conditions of usage.

BY-LAW 42: TENNIS COURT

By-Law 42.1

The tennis court shall be locked and access to same not permitted between the hours of 10.00 pm and 6.00 am and without limiting the generality of the foregoing the Executive Committee may determine from time to time the tennis court be temporarily locked and access prevented for maintenance, service or repair to the facilities at such other times as the Executive Committee deems appropriate.



Ellen W 29/4

**MANAGEMENT STATEMENT
ANNEXURE 'A'**

Sheet 3 of 4 Sheets

By-Law 42.2

A proprietor or occupier of a lot shall be entitled to book the use of the tennis court for a period of two (2) consecutive hours per week, monthly in advance by way of a permanent booking. Such a booking shall be maintained by the caretaker or his nominee on a sheet which is to be displayed on a board in the vicinity of the tennis court area. Should the court be unbooked residents shall be at liberty to play on the court. However, if an unbooked group are playing on the court and another unbooked group arrive then that group playing on the court may continue with the use of the court up to the next whole hour, wherein a hand over to the second group may occur. Booked court times take precedence over unbooked times.

The last proprietor or occupier using the court at night must ensure that the lights are switched off

If considered necessary the Executive Committee shall have the power to make any required adjustment to the conditions of usage.

[Handwritten signature]



DP 286227

**MANAGEMENT STATEMENT
ANNEXURE 'A'**

Sheet 4 of 4 Sheets

By-Law 14-5 (c)

The Neighbourhood Association shall have the power to instruct the Secretary or authorise the Managing Agent to email all general or Executive Committee meeting agendas and minutes to the proprietors of all lots.



REGISTERED



4-3-2013

494

Local Government Act, 1993

Your Reference: **57308624:88937528**

SAI Global
Level 3, 355 Spence St
West Melbourne VIC 3003

Owner Details

Adrian Krekacs

Property Details

Lot 7 DP86227

Address

148 Coates Rd

Town

Possum Brush

UNSEWERED - NO INTENTION

I refer to your recent drainage diagram application.
I advise that sewer is not available to the land in question.
If you have any queries regarding this letter please telephone 1300 133 455.

This letter was issued on : 19/06/19

Director Water Services

Certificate under Section 10.7

Environmental Planning & Assessment Act 1979

Property Key: 425458
Ref: 57308624:14750
Date: 12 June 2019

Cert No: 20191974
Page No: 1
Debtor/Receipt No: 1440865

SAI Global
286 Sussex St
SYDNEY NSW 2000

Property Description: 7/148 Coates Road Possum Brush NSW 2430
Lot 7 DP 286227

Information Provided Pursuant to Section 10.7(2) of the Act

This certificate contains information that Council is aware of through its records and environmental plans, along with data supplied by the State Government and other external agencies. The details contained in this certificate are limited to that required by section 10.7(2) of the Environmental Planning and Assessment Act 1979 and Regulations 2000.

The accuracy and currency of details provided by agencies external to Council have not been verified by Mid-Coast Council and should be verified by the applicant.

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.

Local Environmental Plans(s):

Greater Taree Local Environmental Plan 2010 applies to the carrying out of development on the land.

State Environmental Planning Policies:

State Environmental Planning Policy No 1 – Development Standards
State Environmental Planning Policy No 21 – Caravan Parks
State Environmental Planning Policy No 30 – Intensive Agriculture
State Environmental Planning Policy No 33 – Hazardous and Offensive Development
State Environmental Planning Policy No 36 – Manufactured Home Estates
State Environmental Planning Policy No 44 – Koala Habitat Protection
State Environmental Planning Policy No 50 – Canal Estate Development
State Environmental Planning Policy No 55 – Remediation of Land
State Environmental Planning Policy No 62 – Sustainable Aquaculture
State Environmental Planning Policy No 64 – Advertising and Signage
State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Coastal Management) 2018
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Integration and Repeals) 2016
State Environmental Planning Policy (Major Development) 2005
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (Temporary Structures) 2007
State Environmental Planning Policy (Urban Renewal) 2010
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017. This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy.
Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016

- (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 Director-General has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

There are NO proposed environmental planning instruments that apply to the carrying out of development on the land.

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Development Control Plan 2010 applies to the carrying out of development on the land.

2 Zoning and Land Use under Relevant LEPs

- (a) the identity of the zone/s applying to the land:

RU1 Primary Production

- (b) the purposes for which Greater Taree Local Environmental Plan 2010 provides that development may be carried out within the zone without the need for development consent,

See Part 2 (Permitted or Prohibited Development), Part 3 (Exempt & Complying Development) and Schedule 2 (Exempt Development) of the Greater Taree Local Environmental Plan 2010,

- (c) the purposes for which Greater Taree Local Environmental Plan 2010 provides that development may not be carried out within the zone except with development consent,

See Part 2 (Permitted or Prohibited Development), Part 3, (Exempt & Complying Development), Schedule 1 (Additional Permitted Uses) and Schedule 3 (Complying Development) of the Greater Taree Local Environment Plan 2010,

- (d) the purposes for which Greater Taree Local Environmental Plan 2010 provides that development is prohibited within the zone,

See Part 2 (Prohibited Development) of the Greater Taree Local Environmental Plan 2010.

- (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 4.2A of Greater Taree Local Environmental Plan 2010, fixes the minimum land dimensions for the erection of a dwelling house on the land at 40 ha.

- (f) whether the land includes or comprises critical habitat,

The land DOES NOT comprise critical habitat.

- (g) whether the land is in a conservation area (however described),

The land is NOT in a conservation area.

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

There are NO items of environmental heritage situated on the land.

2A Zoning and Land Use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Not applicable.

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) If 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 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the reasons why it may not be carried out under those clauses.

Rural Housing Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Rural Housing Code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in 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. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Housing Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Housing Code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in 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. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying

Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Greenfield Housing Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Greenfield Housing Code IS NOT applicable on this land.

General Development Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, General Development code may be carried out on the land.

Disclaimer: This certificate only addresses matters raised in 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. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Housing Alterations Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Housing Alterations Code may be carried out on the land.

Disclaimer: This certificate only addresses matters raised in 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. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Commercial and Industrial Alterations Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Commercial and Industrial Alterations code may be carried out on the land.

Disclaimer: This certificate only addresses matters raised in 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. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Commercial and Industrial (New Buildings and Additions) Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Commercial and Industrial (New Buildings and Additions) code may be carried out on the land.

Disclaimer: This certificate only addresses matters raised in 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. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying

Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Container Recycling Facilities Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Container Recycling Facilities code **may** be carried out on land Zoned B1, B2, B3, B4, B5, B6, IN1, IN2, IN4 OR SP3 in Greater Taree LEP2010.

Disclaimer: This certificate only addresses matters raised in 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. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Subdivision Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Subdivision code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in 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. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Demolition Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Demolition Code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in 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. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Fire Safety Code

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Fire Safety code **may** be carried out on the land.

Disclaimer: This certificate only addresses matters raised in 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. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

4 Coastal Protection

The Coastal Protection Act 1979 is repealed.

4A Certain Information Relating to Beaches and Coasts

Repealed

4B Annual Charges under Local Government Act 1993 for Coastal Protection Services that Relate to Existing Coastal Protection Works

In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

The owner (or any previous owner) of the land HAS NOT consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

5 Mine Subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

The land IS NOT within a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

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.

The land IS NOT affected by any road widening or road realignment under either Division 2 of Part 3 of the Roads Act 1993; any environmental planning instrument; or any resolution of Council.

7 Council and other Public Authority Policies on Hazard Risk Restrictions

Whether or not the land is affected by a policy:

- (a) adopted by 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).

The land IS NOT affected by a policy adopted by Council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

The land IS NOT affected by a policy 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 the planning certificates issued by the Council, that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk.

7A Flood Related Development Controls Information

- (1) 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 seniors housing) is subject to flood related development controls.

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 seniors housing) IS NOT subject to flood related development controls.

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

Development on the land or part of the land for any other purpose IS NOT subject to flood related development controls.

- (3) Words and expressions in this clause have the same meanings as in the Standard Instrument.

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 27 of the Act.

Greater Taree LEP 2010 DOES NOT make provision for the acquisition of the land by a public authority as referred to in S27 of the Act.

9 Contributions Plans

The name of each contributions plan applying to the land.

The Greater Taree Section 94 Contributions Plan 2016 applies to this land if developed for residential purposes (includes urban and rural subdivisions and dwellings). See plan for exceptions.

The Greater Taree Section 94A Contributions Plan 2016 applies to this land if developed for industrial, commercial, tourist and visitor accommodation and all other non-residential development costing more than \$200,000. See plan for exceptions.

9A Biodiversity Certified Land

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

The land IS NOT biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

Note. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

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).

The land IS NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

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.

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).

The land DOES NOT contain a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11 Bushfire 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.

The land or part thereof IS shown as bushfire prone land on the map marked 'Greater Taree LGA - Bushfire Prone Land Map', endorsed by the NSW Rural Fire Service.

12 Property Vegetation Plans

If the land is land to which a property vegetation plan 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).

A property vegetation plan under the Native Vegetation Act 2003 DOES NOT apply to the land.

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).

The land IS NOT subject to an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

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 a 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.

Part 3A of the Environmental Planning and Assessment Act 1979 has been repealed.

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) a statement of whether there is a current site compatibility certificate (seniors housing), 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
 - (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department, and
- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

There is NO current site compatibility certificate (seniors housing) of which Council is aware, in respect of proposed development on the land.

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.

There is NO valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which Council is aware, in respect of proposed development on the land.

17 Site Compatibility Certificates and Conditions for Affordable Rental Housing

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), 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 current, and
 - (b) that a copy may be obtained from the head office of the Department.
- (2) A statement setting out 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.

There is NO current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

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.

There is NO 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.

There is NO 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.

19 Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

Note. A site verification certificate sets out the Director-General'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*.

- (b) the date on which the certificate ceases to be current (if any), and
c) that a copy may be obtained from the head office of the Department.

There is NO current site verification certificate, of which council is aware, in respect of the land.

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.

There is NO residential dwelling erected on this land that has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

21 Affected building notices and building product rectifications orders

- (1) 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.

- (2) A statement of:

- (a) 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
(b) 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.

There is NO affected building notice or building product rectification order, of which council is aware, in respect of the land.

- (3) 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*.

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 (or part of the land) to which the certificate relates is significantly contaminated land within the meaning of that Act,

The land to which the certificate relates IS NOT significantly contaminated land within the meaning of that Act.

- (b) that land to which the certificate relates is subject to a management order within the meaning of that Act,

The land to which the certificate relates IS NOT subject to a management order within the meaning of that Act.

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act,

The land to which the certificate relates IS NOT the subject of an approved voluntary management proposal within the meaning of that Act.

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act,

The land to which the certificate relates IS NOT subject to an ongoing maintenance order within the meaning of that Act.

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act,

The land to which the certificate relates IS NOT the subject of a site audit statement within the meaning of that Act.

For further information, please contact the Customer Service Department (02) 6591 7222