

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Calfa Enterprises Pty Ltd t/as BC Property Agents Shop 21/121 Yala Road, Bango, NSW 2234 bruno@bcproperty.com.au	phone 1300 553 593 fax ref
co-agent	Not Applicable	phone fax ref
vendor	NICOLAS MIGUEL WEISZ 4/8 Carrol Court Menai NSW 2234	
vendor's solicitor	WMD LAW Level 4, 3-5 Stapleton Avenue, Sutherland NSW 2232 PO Box 764, Sutherland NSW 1499 DX 4501 Sutherland email: cassandra@wmdlaw.com.au	phone (02) 9525 8688 fax (02) 9542 3160 ref RAF:CZG:118082
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	UNIT 4, 8 CARROLL STREET, MENAI NSW 2234 Registered Plan: Lot 4 in Strata Plan 46588 Folio Identifier 4/SP46588 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		

exclusions

purchaser

purchaser's
 solicitor
 conveyancer

phone
fax
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

vendor

witness

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

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Parties agree that the deposit be invested (clause 2.9) NO yes

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

Land tax is adjustable NO yes

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

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

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

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

Purchaser must make an *GSTRW payment*: (residential withholding payment) NO yes
(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input type="checkbox"/> 6 section 10.7(2) planning certificate (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 sewerage lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input checked="" 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 checked="" type="checkbox"/> 32 property certificate for strata common property</p> <p><input checked="" type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input checked="" type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 58 Other:</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Dynamic Community & Strata Management Pty Ltd

Tel: 9267 6334

Email:

33 Amendments to printed clauses, inconsistency and electronic execution**33.1 Amendments to printed clauses**

The printed clauses of this Contract are amended as follows:

- (a) The following words are inserted underneath the Nominated *Electronic Lodgement Network (ELN)* Choices section at the top of page 2:

“The vendor and purchaser agree that the Nominated Electronic Lodgement Network is PEXA.”

- (b) The following additional clause inserted at the end of Clause 1:

“Any term referred to in the Column headed “Term” on the first page of this Contract has the meaning set out in the Column headed “Meaning of Term” on the first page of this Contract.”

- (c) Clause 2.9 is amended by the insertion of the words *“if this contract is completed and otherwise to the party entitled to the deposit”* after the word *“equally”*.

- (d) Clause 7.1.1 is amended by the deletion of the figure *“5%”* and the insertion of the figure *“1%”*.

- (e) Clause 7.2.1 is amended by the deletion of the figure *“10%”* and the insertion of the figure *“1%”*.

- (f) Clause 10.1 is amended by the insertion of the words *“or delay completion”* after the word *“requisition”*.

- (g) Clause 10.1.8 is amended by the deletion of the word *“substance”* and the insertion of the word *“existence”* and the deletion of the word *“disclosed”* and the insertion of the word *“noted”*.

- (h) Clause 10.1.9 is amended by the deletion of the word *“substance”* and the insertion of the word *“existence”* and the deletion of the word *“disclosed”* and the insertion of the word *“noted or referred to”*.

- (i) Clause 10.2 is amended by the insertion of the words *“make a claim or requisition, delay completion or”* after the word *“cannot”*.

- (j) Clause 11.2 is amended by the insertion of the words *“other than as a result of the purchaser’s breach”* are inserted after the word *“terminated”*.

- (k) Clause 12.3 is amended by the deletion of the words *“in the 3 days before a time appointed for completion and the insertion of the words “before completion”*.

- (l) Clause 23.13 is amended by the deletion of the words “7 days” and the insertion of the words “3 business days”.
- (m) The first sentence of Clause 23.14 is deleted in its entirety.

33.2 *Inconsistency*

If there is any inconsistency between the provisions of these Additional Clauses and the terms of the printed conditions of this Contract, the terms of these Additional Clauses will prevail to the extent of any such inconsistency.

33.3 *Electronic execution*

- (a) The vendor and purchaser each consent to this Contract being signed by any other party in accordance with an electronic communication method which is approved by the vendor.
- (b) The vendor and purchaser agree that, despite what may be considered to be the customary method of effecting exchange of contracts for the sale of land, this contract is made once it has been signed by all parties and is not required to be executed and exchanged in counterparts. The parties agree that, once signed by all parties, this contract constitutes an original document in an electronic format.

34 **Agent**

The purchaser warrants that the purchaser was not introduced to the property or to the vendor by any agent other than the vendor’s agent (if any) and the purchaser indemnifies the vendor against any claim, costs or expenses incurred by the vendor resulting from a breach of this warranty. This Clause shall not merge on completion.

35 **Death or bankruptcy**

- (a) If either the vendor or the purchaser is a natural person and prior to completion, either party (or if either party consists of more than one person, any one or more of the persons comprising that party) should die, become subject to the provisions of the Mental Health Act, become bankrupt or enter into a personal insolvency agreement, become insane or become incapable of managing that party’s affairs, then in any of such events the other party shall be entitled to rescind this Contract at any time before completion by written notice to that party or that party’s solicitor.
- (b) If either the vendor or the purchaser is a company and prior to completion, either party or any one of the companies comprising that party should have a receiver, manager, provisional liquidator or liquidator appointed to that party, or an event takes place with respect to the party which would make it, or deem it to be,

insolvent under any applicable law, then in any of such events the other party shall be entitled to rescind this Contract at any time before completion by written notice to that party or that party's solicitor.

36 Notice to complete

- (a) In the event that completion is not effected by 5.00 p.m. on the date provided in Clause 15, then either party is entitled at any time thereafter to serve upon the other a Notice to Complete (**Notice**) requiring the other to complete by a date being no earlier than 14 days from the date of service of the Notice.
- (b) For the purpose of this Contract, a Notice is deemed both at law and in equity sufficient to make time of the essence of this Contract.
- (c) Either party may at any time withdraw its Notice to Complete without prejudice to its continuing right to give another notice.
- (d) If the vendor is required to issue a Notice in accordance with this Clause, then it is an essential term of this Contract that the purchaser must, on completion, allow to the vendor the sum of \$550 including GST on account of the vendor's additional legal costs and disbursements in relation to the issue of the Notice.

37 Notices

37.1 *Notices*

A notice under this Contract:

- (a) must be given in writing and directed to the attention of the relevant party;
- (b) may be given on behalf of a party by the lawyer / licensed conveyancer acting for the party as set out in this Contract;
- (c) must be sent or delivered to the lawyer / licensed conveyancer for the party who is to receive the notice, unless that party does not have a lawyer;
- (d) may be sent by registered or express post to the street or postal address for the recipient as set out in this Contract;
- (e) may be delivered to the street address for the recipient as set out in this Contract;
- (f) may be sent by DX to the recipient as set out in this Contract (if any);
- (g) may be sent by email as follows:

- (A) to the lawyer / licensed conveyancer for the purchaser at the email address (if any) for that lawyer / licensed conveyancer as set out in this Contract; and
- (B) to the lawyer for the vendor only at the email address - sutherlandpg@wmdlaw.com.au.

37.2 Service of Notices

- (a) A notice given in accordance with Clause 37.1 is treated as having been served as follows:
 - (i) if delivered, the notice is served on the day and at the time of delivery;
 - (ii) if sent by mail, the notice is served on the third day (in the place it was sent from) after posting;
 - (iii) if sent by mail with recorded delivery, the notice is served on the day and at the time of the recorded delivery (or on the day and at the time of the first recorded attempted delivery as evidenced by a notice left at the address by delivery service);
 - (iv) if sent by DX, is served on the second day after the date on which the notice was delivered by the sender to the Australian Document Exchange or any one of its branches;
 - (v) if sent by email, the notice is served when the email is received by the recipient and if there is any dispute that the email has been received, the onus of proving receipt of the email is on the party sending the email.
- (b) A notice received after 5.00pm and before 9.00am on the following day is taken to be received at 9.00am on the next business day.

38 Purchaser relies on own enquiries

- (a) The purchaser warrants that, in entering into this Contract, the purchaser does not rely upon any warranty or representation in relation to the property, in relation to the neighbourhood in which the property is situated, or in relation to whether or not any fixture, fitting or inclusion is functioning or not, made by the vendor or any person on behalf of the vendor (including the vendor's agent (if any)) except as may be expressly set out in this Contract.
- (b) The purchaser warrants that the purchaser has relied upon the purchaser's own enquiries in relation to the property and the purchaser accepts the property in its present state and condition (subject to fair wear and tear) as to which the vendor makes no warranty whatsoever and the purchaser will not be entitled to make any objections, requisitions or claims for compensation, to delay completion or to rescind or terminate this Contract with regard to the state and condition of the property.

- (c) The purchaser acknowledges that the vendor has not and has not authorised the vendor's agent or any other person to make any representations or warranties in relation to:
- (i) the property or to the neighbourhood in which the property is situated;
 - (ii) the terms of this Contract;
 - (iii) any act to be performed by the vendor;
 - (iv) the manner in which the vendor will or will not enforce the vendor's rights set out in this Contract;
 - (v) whether or not any fixture, fitting or inclusion is functioning or not, or
 - (vi) any other matter or thing regarding the sale of the property;
- in relation to which matters the purchaser relies entirely on the purchaser's own enquiries and the terms contained in this Contract.
- (d) The Purchaser acknowledges and agrees that the Vendor may be required to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and all other relevant regulations and rules (**AML Legislation**) and the Purchaser:
- (i) agrees to provide such information as is necessary for the Vendor to comply with any obligations pursuant to the AML Legislation; and
 - (ii) warrants that the entry by the Purchaser into this Contract and all things to be done by the Purchaser as a result of, or in order to complete, this contract does not and will not contravene the AML Legislation.
- (e) The Purchaser indemnifies the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of any breach of Clause 38(d) or any breach by the purchaser of any provision contained in the AML Legislation (including any loss by way of forfeiture of deposit, damages or otherwise suffered by the Vendor).

39 Interest for late completion

- (a) Subject to Clause 39(b), the purchaser agrees that it is an essential term of this Contract that the purchaser will, on the actual date of completion, pay to the vendor interest at the rate of 9% per annum, such interest to be calculated on the balance of the price from the date provided in Clause 15 until the date that the purchaser actually completes this Contract.
- (b) The vendor agrees that no interest will be payable by the purchaser if the failure to complete on the date provided in Clause 15 is due solely to the delay of the vendor and the purchaser completes this Contract on the date which is no later than 5 business days after the date on which the vendor serves notice to the purchaser that the vendor is in a position to complete this Contract (**Further Date**). If the purchaser does not complete this Contract on the Further Date, then the

purchaser must pay interest to the vendor as referred to in Clause 39(a) calculated from the Further Date until the date that the purchaser actually completes this Contract.

- (c) The purchaser acknowledges and agrees that the obligation to pay interest pursuant to this Clause 39 is in addition to and does not in any way restrict or limit any other right of the vendor under this Contract or at general law.

40 Adjustments

- (a) The parties agree to adjust the usual outgoings and all amounts pursuant to this Contract on completion but if any amount is incorrectly adjusted or an error is made in such calculation at completion the parties agree to rectify the error within 7 days of receipt of evidence of the error and a request for readjustment. This Clause shall not merge on completion.
- (b) The purchaser:
- (i) agrees that any money which is payable by the purchaser to the vendor on completion, but is not paid on or before completion for any reason (**Unpaid Money**), is not waived by the vendor and remains a capitalised debt due to the vendor;
 - (ii) agrees that in addition to the Unpaid Money, the vendor is entitled to recover from the purchaser interest at the rate of 9% per annum, calculated from the date of completion until the Unpaid Money is paid in full, and any costs incurred by the vendor in recovering the Unpaid Money;
 - (iii) hereby charges the property in favour of the vendor with payment of any Unpaid Money, interest and costs and the purchaser irrevocably authorises the vendor to lodge a caveat over the property in respect of that charge; and
 - (iv) agrees that this clause does not merge on completion.

41 Foreign purchaser

The purchaser indemnifies the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of any breach by the purchaser of Clause 22.1 (including any loss by way of forfeiture of deposit, damages or otherwise suffered by the vendor through consequential default on the purchase of another property). This Clause shall not merge on completion.

42 Removal of notations on title

- (a) Notwithstanding any other provision of this Contract, the vendor is not required to arrange for the removal of any mortgage, charge or caveat registered on the

title to the property prior to completion of this Contract. The vendor will not be (and should not be deemed to be) unable or unwilling to complete this Contract by reason of the existence of any charge or other notation on the title to the property and the vendor will be entitled to serve a notice to complete on the purchaser notwithstanding that, at the time such notice is served or at any time thereafter, there is a charge or other notation on the title to the property.

- (b) If settlement does not take place on an Electronic Lodgment Network, on completion, the purchaser must accept a discharge, withdrawal or release (as the case may be) in registrable form of any mortgage, charge or other notation on the title to the property which is to be discharged, withdrawn or released (as the case may be) with effect from completion of this Contract.

43 **No merger**

Notwithstanding completion of this Contract and despite the registration of the transfer at Land Registry Services, any clause to which effect is not given or perfected by such completion or registration and which is capable of taking effect after completion or registration does not merge in the Transfer on completion but will remain in full force and effect.

44 **Alterations to Contract**

The vendor and the purchaser each authorise their lawyer (or any employee of that lawyer) to make alterations to this Contract (including the addition of annexures) at any time after this Contract has been signed by the party and up until the date of this Contract. Any such alterations or additions will be binding upon the relevant party as if the alteration or addition was made prior to the Contract being signed by that party.

45 **Requisitions**

The purchaser acknowledges and agrees that, for the purposes of clause 5, the purchaser will be deemed, on the date of this Contract, to have served on the vendor the requisitions in the form annexed to this Contract. The purchaser will be deemed to have accepted the vendor's replies to requisitions by the date which is 3 business days after service of the replies on the purchaser's lawyer or conveyancer by the vendor's lawyer.

46 **Strata Inspection**

- (a) The vendor authorises the purchaser to inspect the books and records relating to the Strata Scheme.
- (b) The vendor agrees that upon provision of a copy of the letter to the strata manager attached to this contract, the strata manager shall be authorised to act in accordance with the authority in that letter and without further authority from the vendor.

47 Release of deposit

Notwithstanding any provision of this Contract, the deposit, or such part as is required, may be released to the vendor for use by the vendor in the purchase of other real estate or for the payment of duty on any such purchase. By entering into this Contract, the purchaser shall be deemed to have authorised the depositholder to release the deposit, or part thereof, to the vendor’s solicitors for such purpose and the agent shall be authorised to act accordingly upon being given a copy of this Clause and without further authority from the purchaser.

48 Guarantee

- (a) For the purposes of this clause, “Guarantor” means jointly and severally, each director of the purchaser company being:
 - (i)
 - (ii)
- (b) In consideration of the vendor entering into this Contract with the purchaser, at the request of the Guarantor, the Guarantor hereby guarantees to the vendor the due and punctual performance and observance by the purchaser of the purchaser’s obligations pursuant to this Contract and indemnifies and agrees to keep indemnified the vendor against all losses, damages, liabilities, costs and expenses accruing to the vendor, resulting or arising from any failure by the purchaser to perform or observe any of the obligations on the part of the purchaser to be performed or observed.
- (c) This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by reason of any deemed waiver by the vendor or by any means other than express waiver by the vendor.
- (d) Any rescission or termination of this Contract will not waive any of the obligations of the Guarantor arising pursuant to this Clause.

Additional Clauses

- (e) This guarantee and indemnity is an essential condition of this Contract and is deemed to constitute a principal obligation between the Guarantor and the vendor.

Signed, sealed and delivered by the Guarantor in the presence of:

.....
Guarantor

.....
Witness

.....
Guarantor

.....
Witness



FOLIO: 4/SP46588

SEARCH DATE	TIME	EDITION NO	DATE
4/3/2021	8:32 AM	10	19/8/2019

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

LAND

LOT 4 IN STRATA PLAN 46588
AT MENAI
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

NICOLAS MIGUEL WEISZ (CN AK803374)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP46588
- 2 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270041
- 3 AP473175 MORTGAGE TO MEMBERS EQUITY BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP46588

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/3/2021	8:32 AM	2	8/6/1994

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 46588
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MENAI
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP46588

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 46588
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- DYNAMIC COMMUNITY & STRATA MANAGEMENT P/L
SUITE 4,16-18 POPLAR STREET
SYDNEY 2000

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA
SCHEMES MANAGEMENT REGULATION 2016
- 3 DP270041 RESTRICTION(S) ON THE USE OF LAND
U309531 VARIATION OF RESTRICTION(S) ON USE OF LAND
- 4 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS
RECORDED ON REGISTER FOLIO 1/270041
- 5 DP270041 POSITIVE COVENANT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1048)

STRATA PLAN 46588

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 180	2	- 176	3	- 176	4	- 172
5	- 172	6	- 172				

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES
NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED
CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS
RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE
IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP46588

PAGE 2

NOTATIONS (CONTINUED)

COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

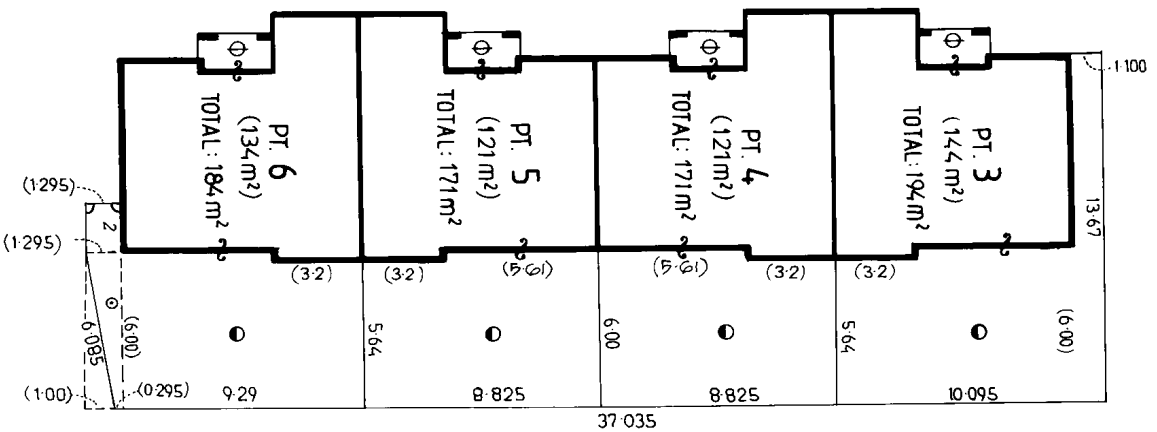
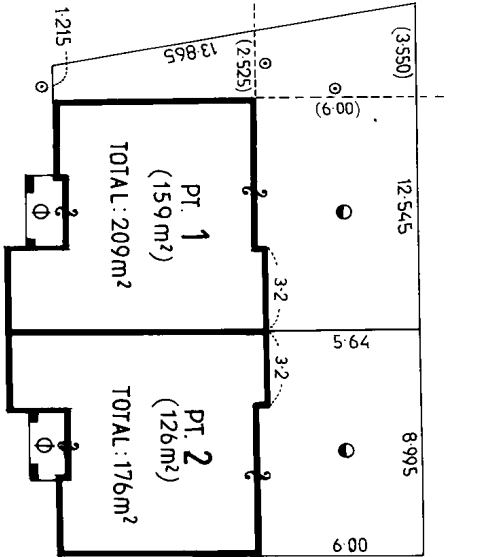
*** END OF SEARCH ***

118082

PRINTED ON 4/3/2021

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

GROUND FLOOR



LOT N ^o	UNIT ENTITLEMENT
1	180
2	176
3	176
4	172
5	172
6	172
AGGREGATE	
	1048

NOTE: PORCHES ARE DEFINED BY THE EDGE OF THEIR CONCRETE BASES.

AREAS ARE APPROXIMATE ONLY & INCLUDE OPEN SPACES & PORCHES.

- DENOTES LINE OF FACE OF WALL
- DENOTES COVERED PORCH
- DENOTES OPEN SPACE LIMITED IN HEIGHT TO 3 ABOVE & 2 BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF ITS ADJOINING PART LOT.

Reduction Ratio 1: 200

Lengths are in metres

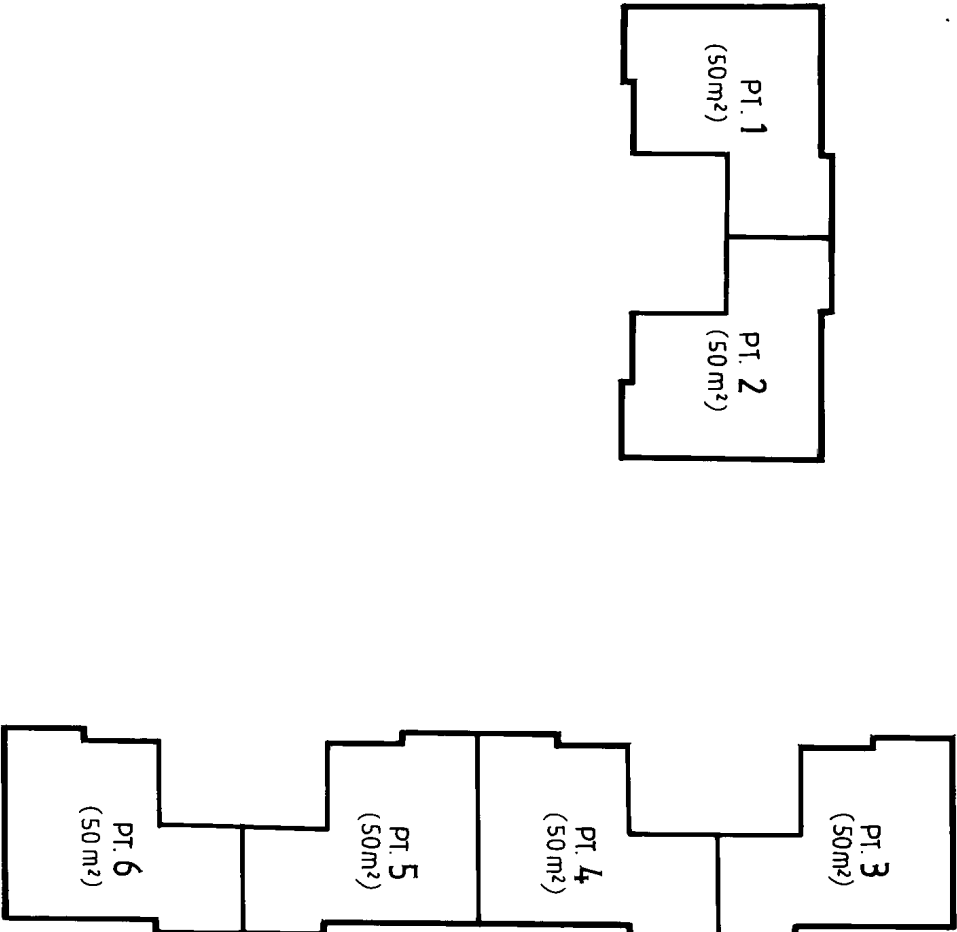
W. Anderson
Registered Surveyor

R. S. Coleman
Council Clerk

SURVEYOR'S REFERENCE 21882 / 58 CHECK LIST



FIRST FLOOR



AREAS ARE APPROXIMATE ONLY



Reduction Ratio 1 : 200

Lengths are in metres

S. Henderson
 Registered Surveyor

579-46194
S. Henderson
 Council Clerk



RP65



REQUEST

Real Property Act 1900



U
309531 T

(A) **LAND**
Show no more than 20 References to Title.

FOLIO IDENTIFIER CP/SP46588

(B) **REGISTERED DEALING**
If applicable.

(C) **LODGED BY**

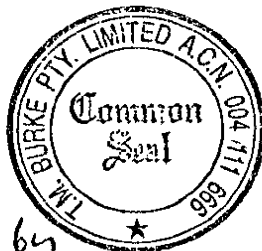
L.T.O. Box 115F	Name, Address or DX and Telephone COLIN BIGGERS & PAISLEY, SOLICITORS 140 PHILLIP ST., SYDNEY DX 280 SYDNEY PHONE 221-2022 REFERENCE (max 15 characters): Dcm: 930456	R
------------------------	---	---

(D) **APPLICANT**

The Proprietors - Strata Plan No. 46588

(E) I, the Applicant, in regard to the above Land/Registered Dealing, request the Registrar General to release all the land contained in Certificate of Title Folio Identifier CP/SP46588 from the operation of Paragraph (c) of Restriction on Use Eighthly referred to in Deposited Plan 270041 (Document 1) and Paragraph (c) of Restriction on use Fourthly referred to in Deposited Plan 270041 (Document 2).

T. M. BURKE PTY. LIMITED)
ACN 004 111 666 being the)
person with the power to)
release, vary or modify)
hereby consents.)



The Common Seal of T.M. Burke Pty. Ltd was herewith affixed by authority of the Board in the presence of:

[Handwritten Signature]
Director
[Handwritten Signature]
Sec.

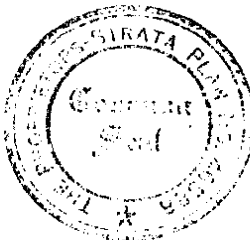
(F) Certified correct for the purposes of the Real Property Act 1900.

DATE 30th May, 1994

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

[Handwritten Signature]
Signature of Witness

H. R. Freke
Name of Witness (BLOCK LETTERS)



7/1 Ballanlyne Street
Address of Witness
Mosman

[Handwritten Signature]
Signature of Applicant

SIGNED by DYNAMIC COMMUNITY AND STRATA MANAGEMENT PTY LIMITED (A/CN 001 801 400) by its Attorney VANCEY J. BIRKBECK on behalf of the Proprietors of the Strata Plan No. 46588 in accordance with the provisions of the Real Property Act 1900.

CHECKED BY (office use only)

[Handwritten Initials]

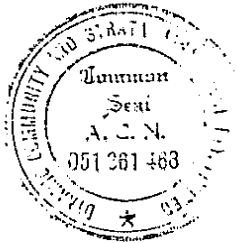
BY THIS POWER OF ATTORNEY, DYNAMIC COMMUNITY & STRATA MANAGEMENT PTY LIMITED (ACN 051 861 468), a company duly incorporated in the State of New South Wales and having its registered office at Suite 4, 16-18 Poplar Street, Darlinghurst NSW 2010, HEREBY NOMINATES CONSTITUTES AND APPOINTS and in its place and stead puts and deposes WALTER PATTERSON of 1113 Hordern Place, 73 Victoria Street, Potts Point NSW 2011, in the said State as its true and lawful attorney for it and in its name and as its act and deed or otherwise as he may deem expedient TO attest the affixing of the common seal of any body corporate constituted under the provisions of the Strata Titles Act 1973, and in respect of which Dynamic Community & Strata Management Pty Ltd has been appointed managing AND TO execute on its behalf any agency agreement pursuant to the provisions of sec. 42AA of the Auctioneers and Agents Act, 1941 AND IT IS DECLARED that these presents and the powers and authorities given by them shall remain in full force until notice of the revocation of these presents shall be received by the said Attorney for the time being affecting to act under these presents.

IN WITNESS whereof Dynamic Community & Strata Management Pty Ltd has hereunto affixed its seal on the *second* day of *September* 1993

THE COMMON SEAL of DYNAMIC COMMUNITY & STRATA MANAGEMENT PTY LTD (ACN 051 861 468) was hereunto affixed by authority of the Board of Directors in the presence of:

[Signature]
.....
Director

[Signature]
.....
Secretary



REGISTERED IN THE
LAND TITLES OFFICE
BOOK 4056 No. 926
13 MAY 1994



SURVEYOR'S REFERENCE: 21531/13A

LOCATION DIAGRAM ONLY

**THIS PLAN DOES NOT CONTAIN
 A DEVELOPMENT CONTRACT**

NOTE:
 LOT 1 - COMMUNITY PROPERTY

NAME OF DEVELOPMENT, IF ANY
'FOREST GLEN ESTATE'
 ADDRESS FOR SERVICE OF NOTICE
 c/- AUSTRALIA HOUSING & LAND
 240 BEECROFT ROAD EPPING
 N.S.W. 2121

**COMMUNITY PLAN
 DP 270041**
 SHEET 1 OF 7 SHEETS

Registered: G. S. 1993

This sheet is being continually updated to show the current subdivisional pattern of the scheme. For details of any subsequent additional and replacement sheets refer to the schedule below.

Council's Approval No. 33193
 Date: 21/11/93
 Council Clerk's Signature:

Surveyor's Signature: **B. F. ...**
 Date: 21/11/93

**SCHEDULE OF CHANGES
 TO THE SCHEME**

Lot No.	Details	Sheet No.
60, 61 & 62	SUBDIVIDED INTO LOTS 63-88 & INCLUDES SEC. 88B INSTRUMENT	8
58	STRATA PLAN 46588	9
23	SUBDIVIDED INTO LOTS 89-90 & INCL. S. 88B	10
63	SUBDIVIDED INTO LOTS 91-96 & INCL. S. 88B	11
69	SUBDIVIDED INTO LOTS 97-100 & INCL. S. 88B	12
22	SUBDIVIDED INTO LOTS 93 & 94 & INCL. S. 88B	13
25	SUBDIVIDED INTO LOTS 91 & 92 & INCL. S. 88B	14
59	SUBDIVIDED INTO LOTS 97-98 & INCL. 88B	15
39	SUBDIVIDED INTO LOTS 103 & 104 & INCL. S. 88B REVERSED SCHEDULE OF UNIT ENTITLEMENTS ADDED - REQUEST NO. Z289382	71
7	SUBDIVIDED INTO LOTS 101 & 102 & INCL. 88B	16



FOR SIGNATURES AND COUNCILS APPROVAL
SEE SHEET 2

DIAGRAM A
VIDE SHEET No.5

DETAIL PLAN



SURVEY PRACTICE REGULATION 1990 - CLAUSE 92 (2)			
MARK	EASTING	NORTHING	ZONE ACC
PH 40868	300928.028	1234724.748	56/1
SSM 17495	307172.814	1234633.545	56/1
SSM 31892	300712.888	1232525.440	56/1

SOURCE: CSIRO COORDINATES ADOPTED FROM N.S.W. LANDS DEPARTMENT AT 5TH, MARCH 1991.

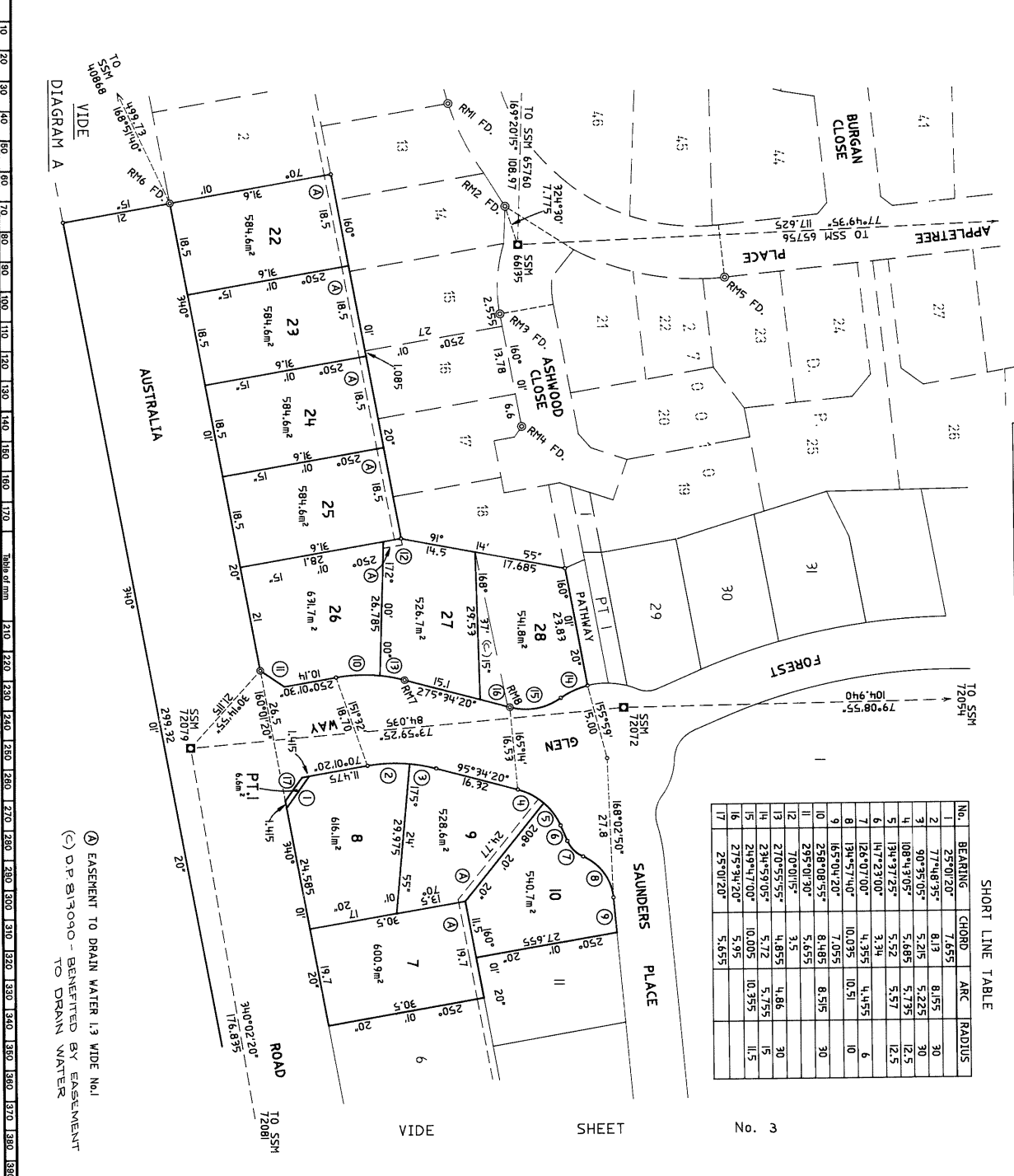
REFERENCE TABLE			
REF.	BEARING	DISTANCE	MARK
1	246°30'20"	3.5 & 9	DH & W DP 270010
2	216°32'20"	3.9 & 10.1	DH & W DP 270010
3	250°01'	3.4 & 9	DH & W DP 270010
4	250°01'	3.5 & 9	DH & W DP 270010
5	164°04'	4.5 & 9	DH & W DP 270010
6	170°01'20"	3.7 & 16.6	DH & W DP 270010
7	57°34'20"	3.5 & 13.6	DH & W
8	345°15'	3.5 & 12.3	DH & W

SHORT LINE TABLE			
NO.	BEARING	CHORD	ARC
1	250°01'20"	7.655	8.165
2	17°48'35"	8.13	8.225
3	90°55'05"	5.215	5.735
4	108°43'05"	5.685	5.57
5	34°37'25"	5.52	5.57
6	147°23'00"	3.34	4.455
7	126°07'00"	4.355	4.455
8	134°57'40"	10.035	10.51
9	165°50'42"	7.055	8.515
10	258°08'55"	8.485	8.515
11	285°01'30"	5.655	3.0
12	170°01'55"	3.5	3.0
13	210°55'55"	4.855	4.86
14	234°59'05"	5.172	5.735
15	249°47'00"	10.005	10.355
16	275°34'20"	5.95	11.5
17	250°01'20"	5.655	11.5

No. 3

PLAN APPROVED: Crown Lands Office Approval
 Authorised Officer: _____
 Land District: _____
 Paper No.: _____
 Field Book: _____
 Date: _____
 Signature: _____
 Council Clerk's Certificate

I hereby certify that _____
 (a) the requirements of the Land Management Act, 1919, other than the requirements of section 348 of the 1st Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, (Water District Water, Sewerage and Drainage Act, 1926, as amended) have been complied with by the applicant in relation to the proposed _____ subdivision or consolidation of 7 set out herein
 Subdivision No.: _____
 Council Clerk



Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to use:

IT IS INTENDED TO DEDICATE AUSTRALIA ROAD EXTENSION FOREST GLEN, CARROLL COURT HARPER WAY, SAUNDERS PLACE CATTON PLACE, BARNESLEY PLACE TO THE PUBLIC AS PUBLIC ROADS TOGETHER WITH THE PATHWAYS AS PUBLIC PATHWAYS

RESURGENT TO SEC. 888 OF THE COMPENSATING ACT 1991 IT IS INTENDED TO CREATE:

- EASEMENT TO DRAIN WATER L3 NO.1
- EASEMENT TO DRAIN WATER L0 NO.1
- EASEMENT TO DRAIN WATER L0 NO.2
- EASEMENT FOR DRAINAGE 3.0 WIDE
- VARIABLE WIDTH
- RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER VARIABLE WIDTH
- POSITIVE COVENANT
- RESTRICTION ON USE
- RESTRICTION ON USE

Plans used in preparation of survey/compilation:
 D.P.S 249357, 259910, 617180
 718617, 819070, 270010

1. BRIAN JOHN FRANKLIN
 of WALLIS & MOORE PTX LIMITED
 or 353 PITT ST. SYDNEY 2000
 a surveyor registered under the Surveyors Act, 1928, as amended, hereby certifies that the survey represented in this plan, has been conducted in accordance with the Survey Practice Regulations, 1932 and any special requirements of the Department of Lands, and was completed on _____
 # 27-10-93
 Signature: _____
 Surveyor registered under Surveyors Act, 1928, as amended.
 Date of survey: _____
 Name of survey: _____
 X - Y

This is sheet 2 of my plan in 7 sheets.
 (Delete if inapplicable).

Locality: MENAI
 Parish: HOLSWORTHY
 County: CUMBERLAND

OF SUBDIVISION OF LOT 103 D.P.813090

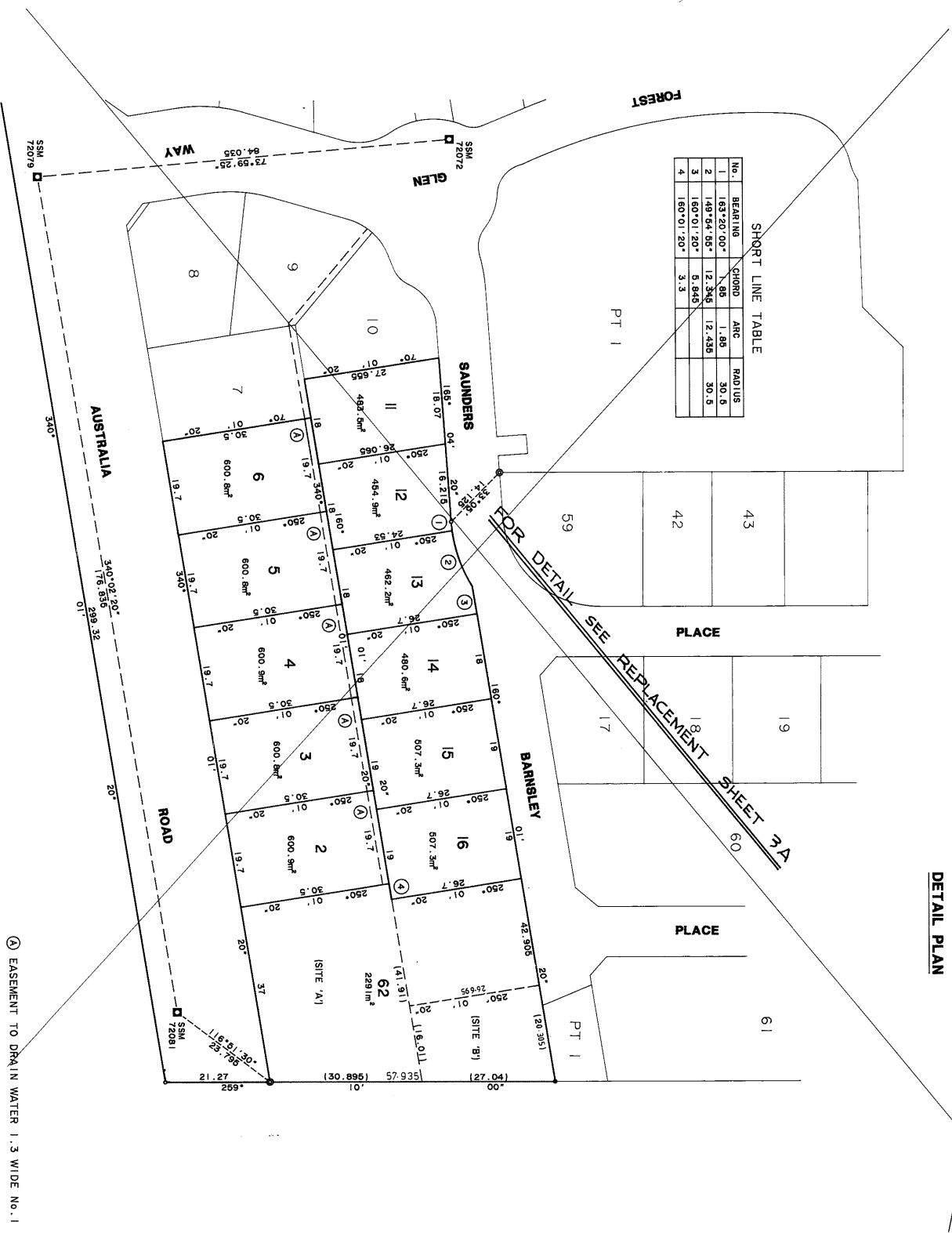
Lengths are in metres. Reduction Ratio 1: 6100

Muni./Shire: SUTHERLAND
 City

Ref. Map: U0030-4
 Last Plan: D.P.813090

D.P. 270041
 REPLACEMENT: SN 2A*
 Registered: _____
 CA. No. 33/93 of 29.4.1993
 The System: TORENS
 Purpose: SUBDIVISION
 Ref. Map: U0030-4
 Last Plan: D.P.813090

VIDE SHEET No. 2



VIDE SHEET No. 4

DETAIL PLAN



Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 21531/13A

Reduction Ratio 1:500

DP 270041

Registered: 5/1993

This is sheet 3 of my plan in 7 sheets dated

B. Frankli
 Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 7 sheets covered by my Certificate No. 2302 of

Bp Council Clerk

For use where space is insufficient in any panel on Plan Form 2.

VIDE SHEET No. 2



SHORT LINE TABLE

No.	BEARING	CHORD	ARC	RADIUS
1	163°20'00"	1.85	1.85	30.5
2	119°54'55"	12.345	12.135	30.5
3	160°01'20"	5.845		
4	160°01'20"	3.3		

DETAIL PLAN



(A) EASEMENT TO DRAIN WATER 1.3 WIDE No.1

VIDE SHEET No. 4

Plan Drawing only to appear in this space

D.P. 270041
 Registered: REPLACEMENT s11 3A
 6.5.1993

This is sheet 3 of my plan in 7 sheets dated

B. FRANKS

Surveyor registered under Surveyors Act 1929
 This is sheet of the plan of sheets covered by my Certificate No. of

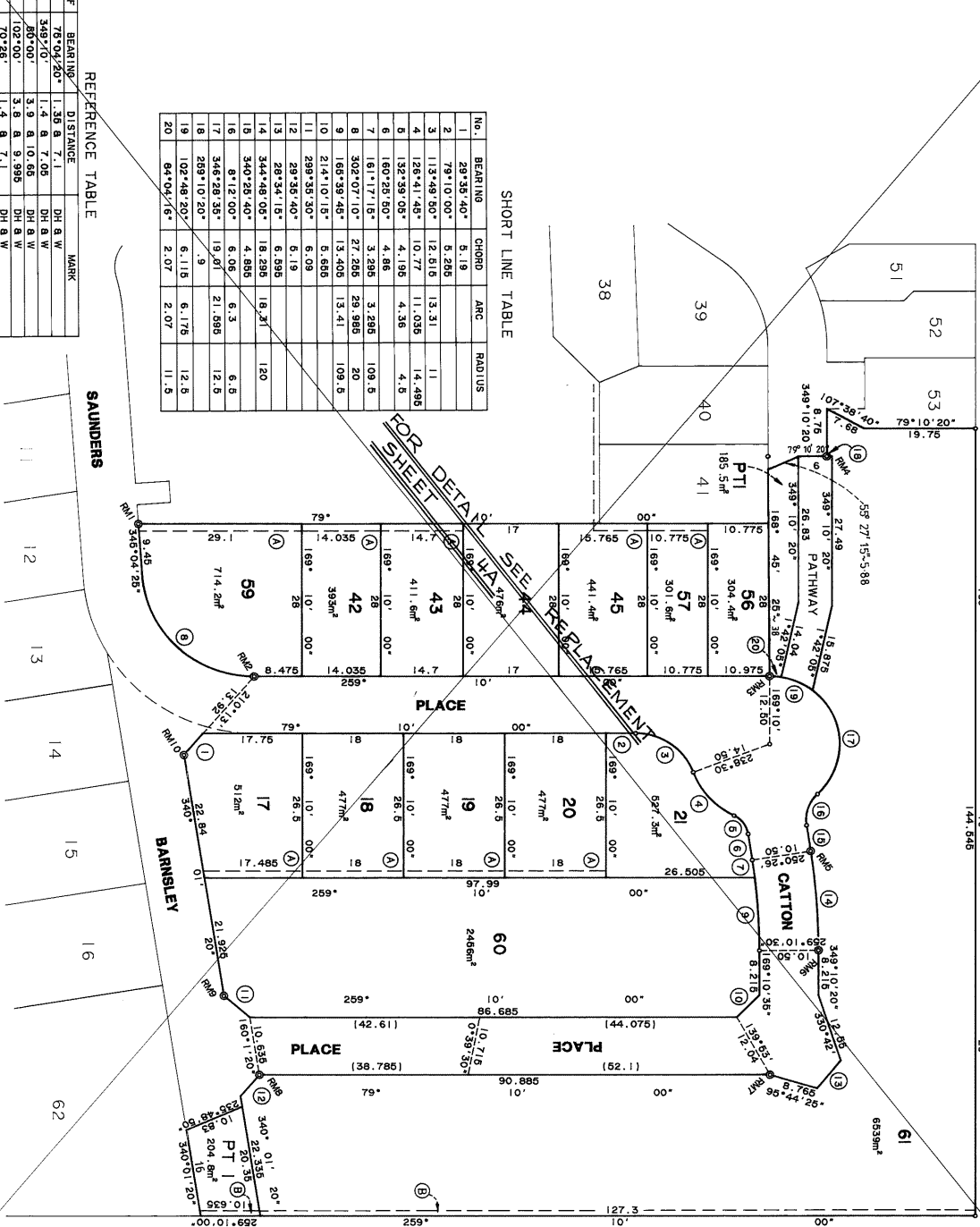
Council Clerk

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1:600

SURVEYORS REFERENCE: 21531-13B

VIDE SHEET No.5



SHORT LINE TABLE

No.	BEARING	CHORD	ARC	RADIUS
1	29°35'40"	5.19		
2	79°10'00"	5.285		
3	113°49'50"	12.518	13.31	11
4	126°41'48"	10.77	11.035	14.485
5	132°59'08"	4.195	4.36	4.5
6	160°25'50"	4.86		
7	161°17'18"	3.285	3.285	109.5
8	302°07'10"	27.285	29.985	20
9	165°59'48"	13.405	13.41	109.5
10	214°10'15"	5.685		
11	299°35'30"	6.09		
12	29°35'40"	5.19		
13	29°34'18"	6.595		
14	344°48'05"	18.295	18.31	120
15	340°25'40"	4.595		
16	8°12'00"	6.05	6.3	6.5
17	346°28'35"	19.201	21.595	12.5
18	289°10'20"	.9		
19	102°48'20"	5.115	5.175	12.5
20	64°04'16"	2.07	2.07	11.5

REFERENCE TABLE

REF.	BEARING	DISTANCE	MARK
1	75°04'50"	1.35	DH & W
2	349°10'	1.4	DH & W
3	80°00'	3.9	DH & W
4	102°00'	3.8	DH & W
5	70°26'	1.4	DH & W
6	79°10'30"	1.45	DH & W
7	139°53'	3.85	DH & W
8	160°01'20"	2.50	DH & W
9	70°01'20"	1.50	DH & W
10	70°01'20"	1.45	DH & W

DETAIL PLAN

VIDE

SHEET

No. 3

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 21531/13A

Registered: G.S. 1993

This is sheet 4 of my plan in 7 sheets

B. FRANKS
 Surveyor registered under Surveyors Act 1939

This is sheet 1 of the plan of 11 sheets covered by my Certificate No. 21531/13A of 1943

Council Clerk

For use where space is insufficient in any printed on Plan Form 2.

Reduction Ratio 1:600



DETAIL PLAN

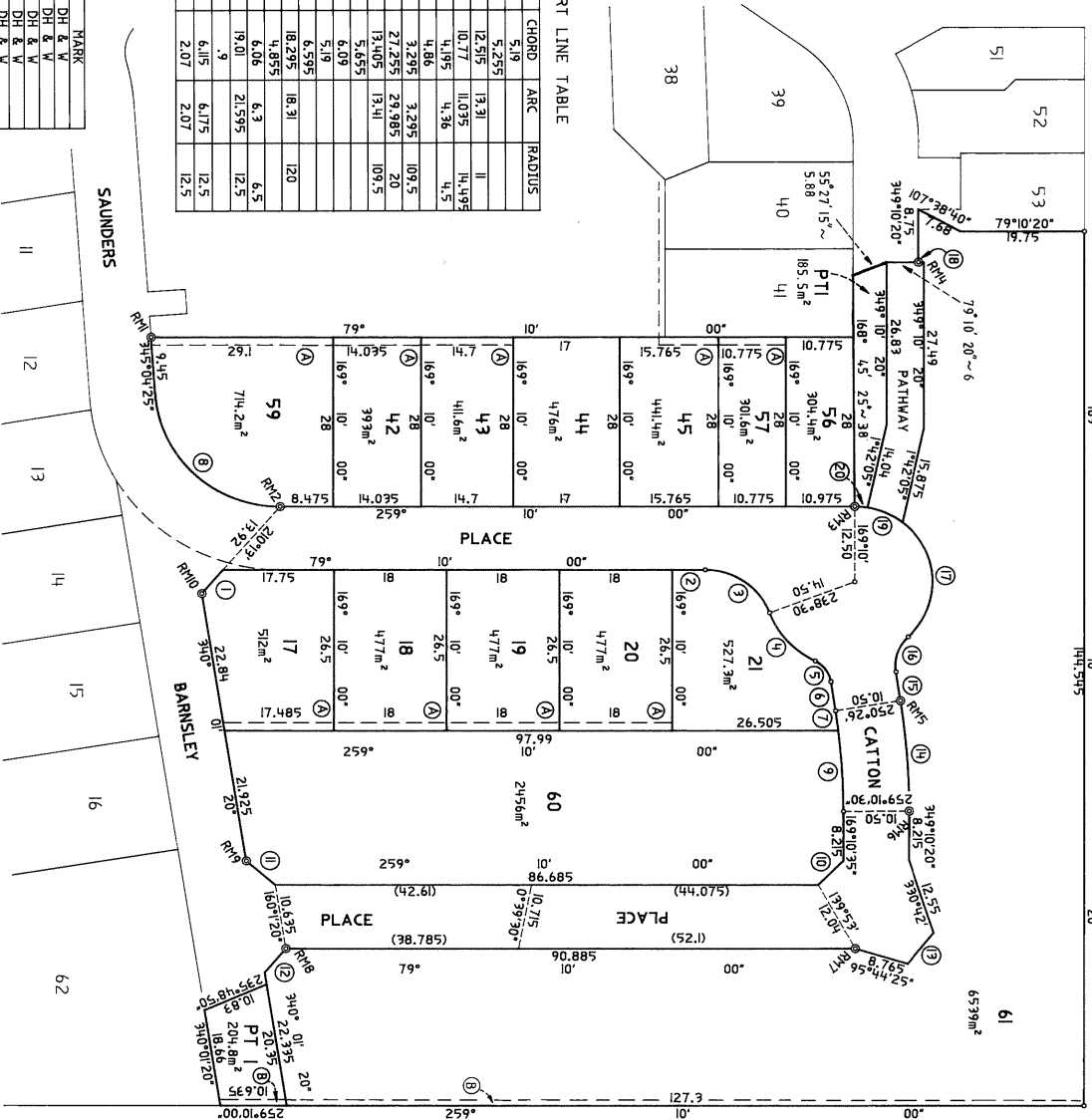
No. 5

SHEET

VIDE

SHORT LINE TABLE

No.	BEARING	CHORD	ARC	RADIUS
1	279°35'00"	5.19		
2	179°10'00"	5.255	13.31	11
3	113°49'50"	12.515	11.035	14.495
4	126°44'45"	10.777	4.36	4.5
5	132°39'05"	4.195	4.36	4.5
6	160°25'50"	4.88	3.295	109.5
7	161°17'15"	3.295	3.295	109.5
8	302°07'10"	27.255	29.985	20
9	165°39'45"	13.405	13.41	109.5
10	214°10'15"	5.655		
11	299°35'30"	6.09		
12	28°35'00"	5.19		
13	28°34'15"	6.595	18.31	120
14	344°48'05"	18.295	18.31	120
15	340°25'40"	4.855	6.3	6.5
16	81°12'00"	6.06	6.3	6.5
17	346°28'35"	19.01	21.595	12.5
18	259°10'20"	.9		
19	102°48'20"	6.115	6.175	12.5
20	84°04'16"	2.07	2.07	12.5



REFERENCE TABLE

REF	BEARING	DISTANCE	MARK
1	75°04'20"	1.35 & 7.1	DH & W
2	349°10'	1.4 & 7.05	DH & W
3	50°00'	3.9 & 10.65	DH & W
4	102°00'	3.8 & 9.995	DH & W
5	70°26'	1.4 & 7.1	DH & W
6	79°10'30"	1.45 & 7.05	DH & W
7	139°45'	3.85 & 10.5	DH & W
8	160°10'20"	2.50 & 9.35	DH & W
9	70°10'20"	1.30 & 7.05	DH & W
10	70°10'20"	1.45 & 7	DH & W

VIDE

SHEET

No. 3

Plan Drawing only to appear in this space

Reduction Ratio 1:600
 SURVEYOR'S REFERENCE: 21531-13b

D. P. 270041

Registered: REPLACEMENT S.I. 4.A.
 2005.5.1993

This is sheet 4 of my plan in 7 sheets

B. Frankel
 Surveyor/registered under Surveyors Act 1959

This is a plan of the plan of sheets covered by my Certificate No. _____

Council Clerk

For use when space is insufficient in any panel on Plan Form 2

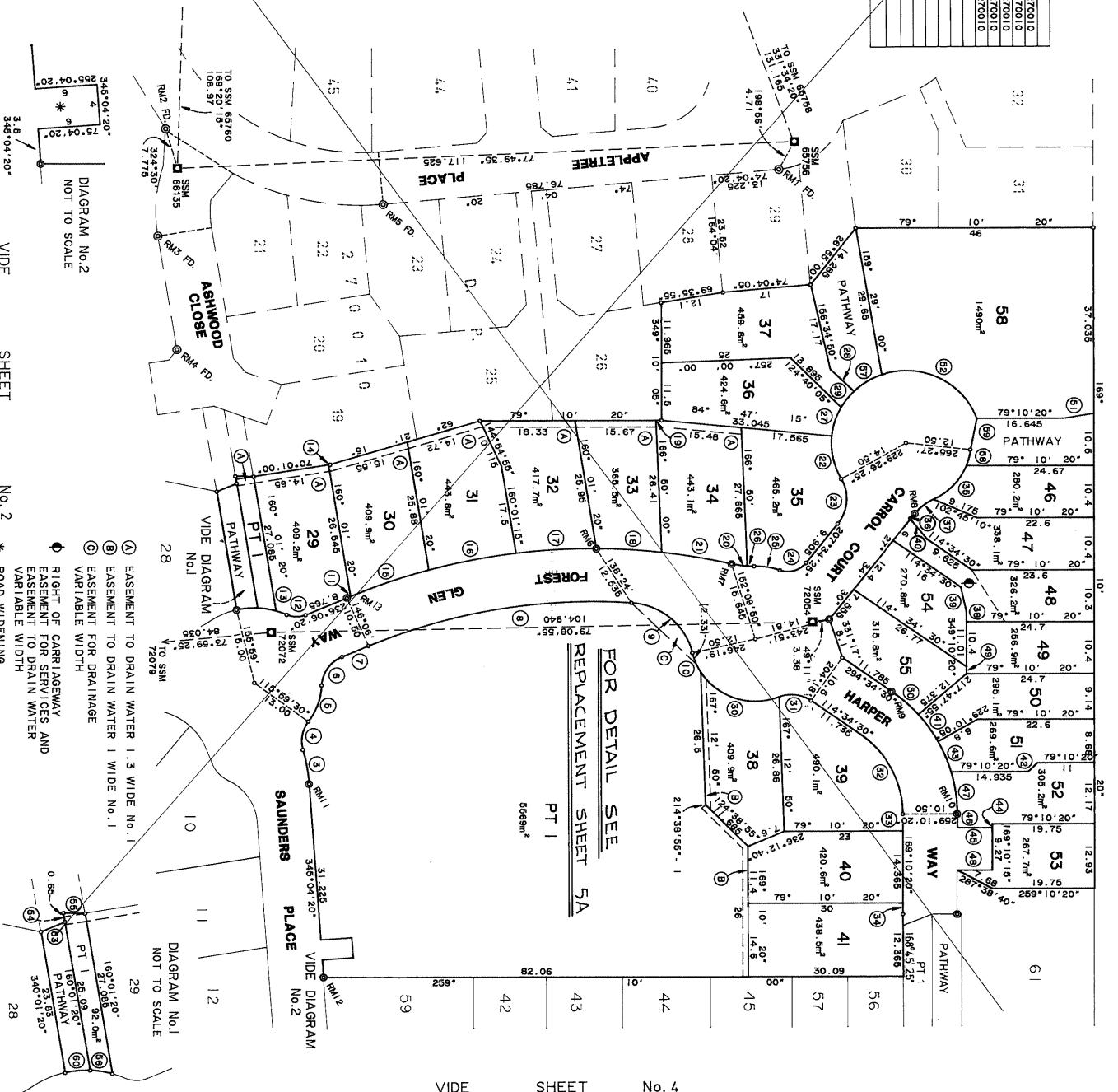


REFERENCE TABLE

REF.	BEARING	DISTANCE	MARK
1	164°04'20"	3.6	DI 8 W DP 270010
2	216°04'20"	3.3	DI 8 W DP 270010
3	280°01'	3.4	DI 8 W DP 270010
4	328°01'	3.4	DI 8 W DP 270010
5	328°06'	3.4	DI 8 W DP 270010
6	350°00'	3.4	DI 8 W
7	332°10'	3.7	DI 8 W
8	117°34'30"	1.4	DI 8 W
9	24°34'30"	3.6	DI 8 W
10	79°10'20"	3.3	DI 8 W
11	70°04'20"	1.4	DI 8 W
12	70°04'20"	1.3	DI 8 W
13	328°06'	3.4	DI 8 W

SHORT LINE TABLE

No.	BEARING	CORD	ARC	RADIUS
3	339°18'18"	6.886	6.896	34.28
4	358°45'50"	6.745	6.95	6.0
5	8°47'40"	7.69	7.805	13
6	23°51'00"	6.94	7.32	6.6
7	58°05'18"	5.6		
8	69°37'48"	5.6	92.035	109.6
9	119°46'48"	15.48	4.18	12.6
10	146°44'28"	4.18		
11	235°03'40"	.66	.66	120
12	258°03'40"	3.646	3.76	4.6
13	279°38'38"	2.208	2.208	15
14	70°01'00"	.35		
15	240°09'38"	15.985	16.01	120
16	248°08'00"	17.235	17.28	120
17	285°55'50"	15.54	15.065	120
18	282°39'50"	12.645	12.65	120
19	79°10'28"	1.07		
20	287°34'50"	3.035	3.04	18
21	288°57'48"	13.728	13.73	120
22	157°06'58"	8.805	8.945	14.5
23	173°30'18"	8.218	9.615	8
24	242°59'18"	8.218	8.585	4.5
25	268°21'00"	9.07	9.095	14.5
26	280°23'55"	1.35	1.35	18
27	186°50'20"	6.055	6.1	14.5
28	123°30'00"	6.43		
29	206°58'38"	4.065	4.065	14.5
30	97°26'10"	15.985	17.34	12.6
31	86°07'30"	6.195	6.485	6.6
32	141°52'28"	17.885	18.58	19.5
33	169°10'20"	3.4		
34	169°10'20"	2.235		
35	32°27'20"	9.245	9.47	12.6
36	27°34'30"	.77		
37	40°52'28"	4.6	4.64	10
38	349°10'20"	2		
39	186°53'05"	5.065		
40	313°17'30"	6.225		
41	314°04'00"	6.65	6.665	30
42	214°10'20"	2.505		
43	326°36'15"	6.55	6.565	30
44	169°10'20"	.77		
45	289°10'20"	6.76		
46	349°11'05"	2.76		
47	341°01'20"	8.588	8.535	30
48	79°10'20"	6.78		
49	169°10'20"	1.39	6.926	30
50	301°11'00"	6.9		
51	249°42'35"	6.085		
52	284°47'45"	20.37	22.58	14.6
53	56°17'40"	4.175		
54	340°20'12"	1.5		
55	80°44'50"	3.6	3.635	15
56	288°29'50"	6.33	6.38	14.5
57	227°34'20"	3.33	3.34	12.6
58	3706°08"	3.33		
59	0°11'40"	6.085	4.078	15
60	283°46'10"	4.085		



DETAIL PLAN

FOR DETAIL SEE REPLACEMENT SHEET 5A

DIAGRAM No.1 NOT TO SCALE

DIAGRAM No.2 NOT TO SCALE

VIDE SHEET No. 4

VIDE SHEET No. 2

VIDE SHEET No. 1

VIDE SHEET No. 3

VIDE SHEET No. 5

VIDE SHEET No. 6

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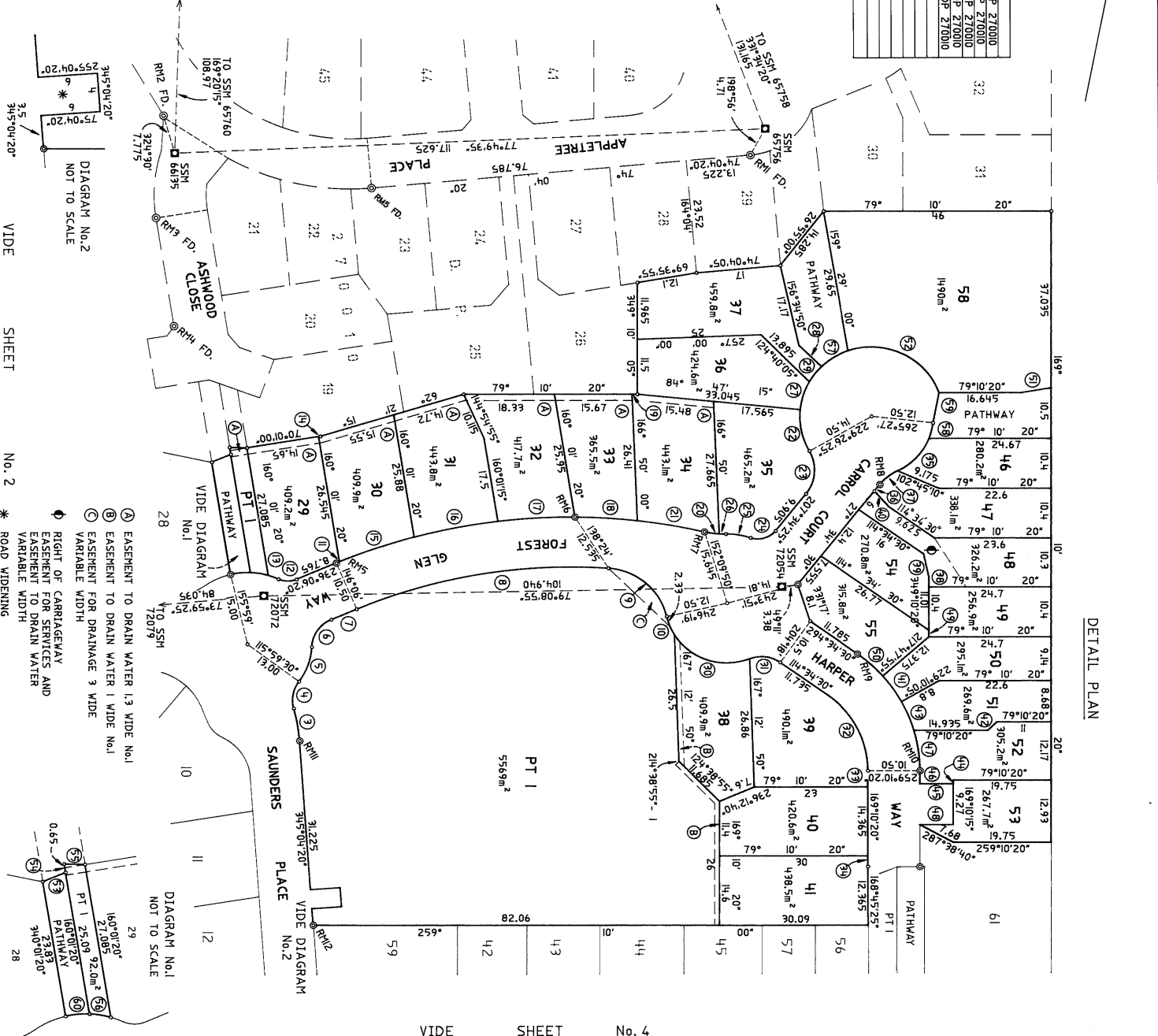


REFERENCE TABLE

REF	BEARING	DISTANCE	MARK
1	164°00'	3.5 & 25.6	DH & W DP 27000
2	216°32'20"	3.9 & 10.1	DH & W DP 27000
3	250°00'	3.4 & 9	DH & W DP 27000
4	250°00'	3.4 & 9.1	DH & W DP 27000
5	326°06'	3.4 & 9.1	DH & W DP 27000
6	350°00'	3.4 & 9.1	DH & W DP 27000
7	332°10'	3.75 & 10.785	DH & W DP 27000
8	117°34'30"	1.4 & 14.8	DH & W DP 27000
9	214°34'30"	3.5 & 9.1	DH & W DP 27000
10	19°10'20"	3.3 & 9.1	DH & W DP 27000
11	75°04'20"	1.45 & 7.3	DH & W DP 27000
12	75°04'20"	1.35 & 7.1	DH & W DP 27000

SHORT LINE TABLE

No.	BEARING	CHORD	ARC	RADIUS
3	339°18'15"	6.885	6.895	34.25
4	359°44'50"	5.745	5.745	6.5
5	8°47'40"	7.69	7.805	13
6	23°51'00"	6.94	7.32	6.5
7	56°06'15"	5.6	5.2035	109.5
8	69°37'45"	5.1545	5.2035	109.5
9	198°46'45"	15.48	16.58	13
10	146°44'25"	4.16	4.18	12.5
11	236°09'40"	4.6	4.6	120
12	259°59'40"	3.645	3.75	4.5
13	279°38'35"	2.205	2.205	15
14	70°01'00"	.93	16.01	120
15	240°09'35"	15.995	16.01	120
16	248°06'00"	17.235	17.25	120
17	255°55'50"	15.54	15.555	120
18	262°39'50"	12.645	12.65	120
19	79°10'25"	1.07	1.07	120
20	267°24'30"	3.035	3.04	18
21	268°57'45"	13.725	13.73	120
22	157°06'55"	8.805	8.945	14.5
23	173°30'15"	8.965	9.515	8
24	212°55'15"	5.215	5.565	4.5
25	268°21'00"	5.07	5.095	14.5
26	260°23'55"	1.35	1.35	18
27	186°50'20"	6.095	6.1	14.5
28	123°30'00"	6.43	6.43	14.5
29	206°59'35"	4.095	4.065	14.5
30	97°25'10"	15.985	17.34	12.5
31	86°07'30"	6.195	6.495	6.5
32	141°52'25"	17.885	18.58	19.5
33	169°10'20"	3.4	3.4	120
34	169°10'20"	2.235	2.235	120
35	323°27'20"	9.295	9.47	12.5
36	275°34'30"	4.6	4.64	10
37	40°52'25"	4.6	4.64	10
38	349°10'20"	2	2	10
39	156°53'05"	5.065	5.065	10
40	313°17'30"	6.225	6.565	30
41	314°04'00"	6.55	6.565	30
42	214°10'20"	2.505	2.505	30
43	326°36'15"	6.55	6.565	30
44	169°10'20"	.77	.77	30
45	259°10'20"	6.75	6.75	30
46	319°10'05"	2.75	2.75	30
47	314°10'20"	8.505	8.535	30
48	197°10'20"	8.575	8.535	30
49	169°10'20"	1.99	1.99	30
50	301°11'00"	6.91	6.925	30
51	219°42'95"	6.085	6.085	30
52	284°47'45"	20.37	22.58	14.5
53	56°17'20"	4.175	4.175	14.5
54	340°01'20"	1.5	1.5	14.5
55	80°44'50"	3.625	3.635	15
56	268°29'50"	6.33	6.38	14.5
57	227°34'20"	3.33	3.34	12.5
58	3106°05'	2.385	2.385	12.5
59	071°14'05'	3.385	3.385	12.5
60	253°46'10"	4.085	4.075	15



VIDE SHEET No. 4

Reduction Ratio: 600

Supervisor's Reference: 21531-13B

Registered: **D.P. 270041**

Supervisor registered under Surveyors Act 1959

This is a sheet of the plan of replacement SH 5A, altered

This is sheet 5 of my plan in 7 sheets

of my plan in 7 sheets

covered by my Certificate No. of

of

Council Clerk

For use where space is insufficient in any panel on Plan Form 2



SHORT LINE TABLE

No.	BEARING	CHORD	ARC	RADIUS
5	359°18'15"	6.885	6.895	34.28
6	359°48'00"	5.745	5.95	6.5
7	8°47'40"	7.68	7.805	13
8	23°51'00"	6.94	7.32	6.5
9	56°08'15"	5.6		
10	69°37'45"	51.545	82.035	109.5
11	119°48'45"	15.48	16.58	13
12	146°44'55"	4.16	4.18	12.5
13	124°38'55"	11.685		
15	340°01'20"	1.5		
16	80°44'50"	3.5		
17	268°29'50"	3.625	3.635	1.6
18	26°55'00"	14.285		
19	227°34'20"	6.33	6.38	14.5
20	303°30'00"	6.43		
21	169°10'20"	10.5		
22	3°08'55"	3.33	3.34	12.5
23	0°11'40"	6.385		
24	69°42'35"	6.085		
26	289°10'00"	10.635		
27	79°10'20"	11.4		
28	278°04'35"	8.1	8.25	12.5
29	84°04'15"	2.07	2.07	12.5

DIAGRAM No.2
NOT TO SCALE

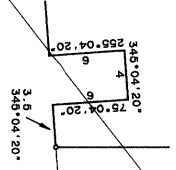


DIAGRAM No.1
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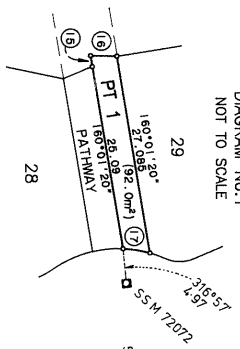
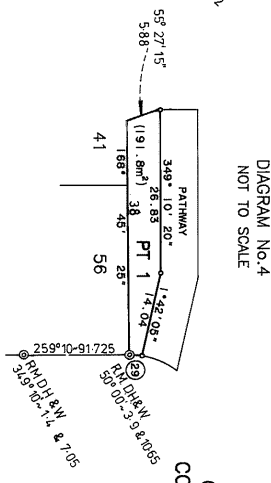


DIAGRAM No.4
NOT TO SCALE



COMMUNITY PROPERTY PLAN
COMMUNITY PROPERTY LOT ONLY

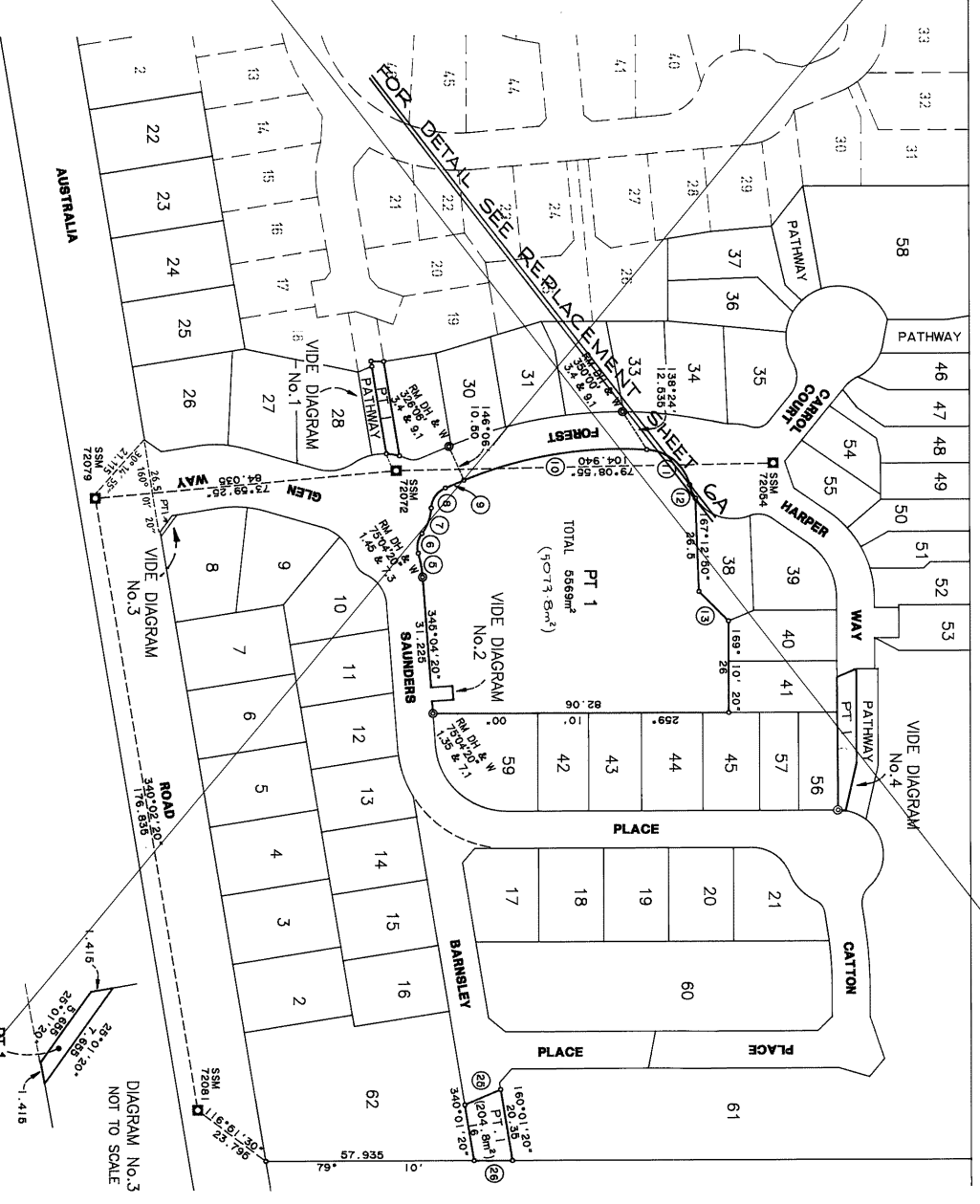
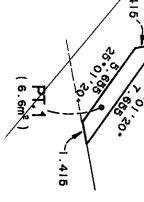


DIAGRAM No.3
NOT TO SCALE



DP 270041

Registered: 6.5.1993

This is sheet 6 of my plan in 7 sheets

B. Franklin

Surveyor registered under Surveyors Act 1923

B. Franklin
Snr. Council Clerk

For use where space is insufficient in any panel on Plan Form 2.

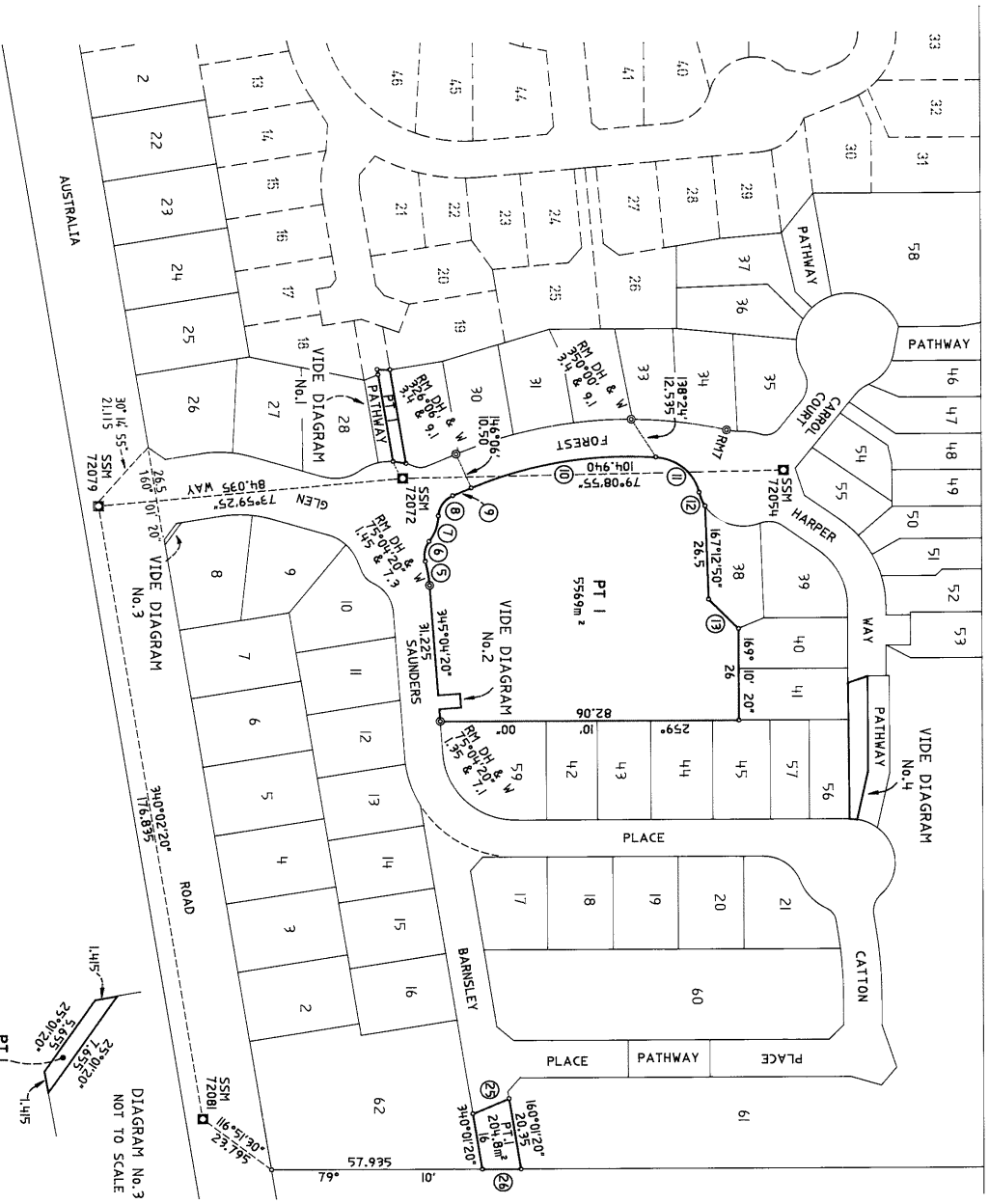
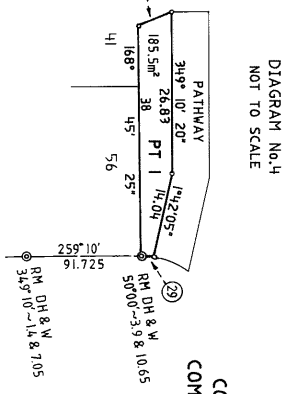
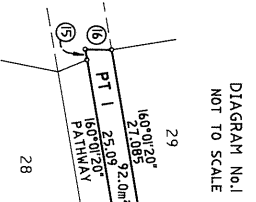
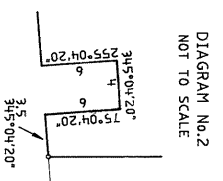
Reduction Ratio: 1:1000

SURVEYOR'S REFERENCE: 21531/13A

Plan Drawing only to appear in this space

SHORT LINE TABLE

No.	BEARING	CHORD	ARC	RADIUS
5	399°18'15"	6.885	6.895	34.25
6	359°45'50"	5.745	5.95	6.5
7	84°17'40"	7.69	7.805	13
8	235°10'0"	6.94	7.32	6.5
9	56°06'15"	5.8	5.2035	109.5
10	69°37'45"	51.545	52.035	109.5
11	114°46'45"	15.48	16.58	13
12	146°44'25"	4.16	4.18	12.5
13	124°38'55"	11.685		
14	340°01'20"	1.5		
15	80°44'50"	3.5	3.635	15
16	268°29'50"	3.625	3.635	15
17	28°55'00"	14.285	6.33	6.38
18	227°34'20"	14.285	6.33	6.38
19	303°30'00"	6.43		14.5
20	303°30'00"	10.5	3.34	12.5
21	169°10'20"	3.33	3.34	12.5
22	3°06'05"	6.085		
23	0°11'40"	10.83		
24	69°42'35"	10.83		
25	235°10'00"	10.835		
26	235°10'00"	11.4		
27	79°10'20"	8.1	8.25	12.5
28	278°04'35"	2.07	2.07	12.5
29	84°04'15"			



COMMUNITY PROPERTY PLAN
COMMUNITY PROPERTY LOT ONLY

Registered: **D. P. 270041**
 Registered: **B. F. FRANK**
 Surveyor registered under Surveyors Act 1929

This is sheet **6** of my plan in **7** sheets
 dated **11/05/2021**
 This is sheet **6** of my plan in **7** sheets
 covered by my Certificate No. **118082**

Council Clerk

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio: 1:1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 21531-13B

HISTORICAL FILE

D 0 2 7 0 0 4 1

Registered: 28.6.5.1993

This is sheet 7 of my plan in 7 sheets

B Frankel
 Surveyor registered under Surveyors Act 1929

This is sheet 7 of the plan of 7 sheets covered by my Certificate No. 251913 of 1993

[Signature]
 Council Clerk

For use where space is insufficient in any part of Plan Form 2.

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME. SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 7A OR 7B ETC. AS THE CIRCUMSTANCES REQUIRED.

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	66		32	59	
2	65		33	59	
3	65		34	62	
4	65		35	61	
5	65		36	58	
6	65		37	56	
7	65		38	60	
8	66		39	52	
9	63		40	61	
10	63		41	61	
11	63		42	60	
12	63		43	60	
13	63		44	63	
14	64		45	62	
15	64		46	47	
16	64		47	49	
17	65		48	45	
18	64		49	45	
19	64		50	47	
20	64		51	47	
21	64		52	49	
22	65		53	48	
23	65		54	50	
24	65		55	53	
25	65		56	53	
26	66		57	53	
27	63		58	225	
28	63		59	114	
29	60		60	372	
30	60		61	918	
31	62		62	300	
			TOTAL	5276	

1. *Cameron MURPHY*
 OF *MARGIE FULLER GRANORS PT*
 BEING A VALUER REGISTERED UNDER
 THE VALUERS REGISTRATION ACT
 1976, CERTIFY THAT THE UNIT
 ENTITLEMENTS SHOWN ON THIS SHEET
 ARE BASED UPON VALUATIONS MADE
 BY ME ON *30th April 1993*

SIGNATURE *[Signature]*
 DATE: *30th April 1993*

Reduction Ratio: 1.

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 21 5311/1 3A/008 3

D P 210041
REPLACEMENT SH. 1B

Registered:  9.11.1994

This is sheet 2 of my plan in 2 sheets dated 27th MAY 1994

Surveyor registered under Surveyors Act 1929
P. M. M. M.

This is sheet 2 of my plan of 112 sheets covered by my Certificate No. of 1994

Edgarman
Council Clerk

For use where space is insufficient in any panel on Plan Form 2.

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT & REPLACES SHEET 7A OF THE PLAN REGISTERED ON 28/7/93.

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET OR ETC., AS THE CIRCUMSTANCES REQUIRED.

I MICHAEL JOHN LINDFIELD BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975 CERTIFY THAT THE UNIT ENTITLEMENT FOR THE NEW LOT'S CREATED BY THE RE-SUB DIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 30.4.1993 BEING THE DATE OF THE VALUERS CERTIFICATE LODGED WITH THE ORIGINAL INITIAL SCHEDULE

REGISTERED VALUER 1461
9.11.94

Reduction Ratio 1:

INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	65	COMMUNITY PROPERTY	32	59		63	106	
2	65		33	52		64	64	
3	65		34	62		65	65	
4	65		35	61		66	65	
5	65		36	57		67	65	
6	65		37	56		68	65	
7	65		38	60		69	65	
8	65		39	62		70	65	
9	65		40	61		71	65	
10	65		41	61		72	64	
11	65		42	60		73	63	
12	65		43	60		74	63	
13	65		44	63		75	63	
14	65		45	62		76	62	
15	65		46	47		77	62	
16	65		47	49		78	62	
17	65		48	45		79	62	
18	65		49	45		80	62	
19	65		50	47		81	62	
20	65		51	49		82	62	
21	65		52	48		83	47	
22	65		53	49		84	46	
23	65		54	50		85	46	
24	65		55	53		86	46	
25	65		56	53		87	46	
26	65		57	53		88	46	
27	65		58	53		89	33	
28	65		59	226		90	32	
29	65		60	114		TOTAL	5276	
30	65		61	114				
31	65		62	114				

SEE NOW REPLACEMENT SHEET 7C

HISTORICAL FILE

D P 210041
REPLACEMENT SH 7C
Registered: 10.11.1994

This is sheet 2 of my plan in 2 sheets
dated 14th JULY 1994

Surveyor registered under Surveyors Act 1929

This is sheet 2 of my plan in 2 sheets
dated 14th JULY 1994
of 1994

A.P. HALL
A.P. Hall
Registered Valuer

For use where space is insufficient in any panel on this Form 2

THIS SHEET CONTAINS AN
UPDATED SCHEDULE OF UNIT
ENTITLEMENT AND REPLACES
SHEET 7B OF THE PLAN
REGISTERED ON 9.11.1994

THIS SHEET SHOWS AN INITIAL
SCHEDULE OF UNIT ENTITLEMENT
FOR THE COMMUNITY 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 90
OF THE COMMUNITY LAND
DEVELOPMENT ACT 1989

SUBSEQUENT CHANGES WILL BE
RECORDED ON A REPLACEMENT
SHEET OF THIS PLAN WHICH
WILL BE NUMBERED SHEET 7D
AS THE CIRCUMSTANCES REQUIRE

1. MICHAEL JOHN LINDFIELD
BEING A VALUER REGISTERED
UNDER THE VALUERS REGISTRATION
ACT 1979, CERTIFY THAT THE
UNIT ENTITLEMENT FOR THE NEW
LOTS CREATED BY THE RE-SUBDIVISION
ARE BASED UPON MARKET VALUES
OF SUCH LOTS AT 30.4.1993
BEING THE DATE OF THE VALUERS
CERTIFICATE LODGED WITH THE
ORIGINAL INITIAL SCHEDULE

M. J. Lindfield
REGISTERED VALUER No 1461
9/11/94

Reduction Ratio 1:
SURVEYORS REFERENCE: 5918

LOT	UNIT ENTITLEMENT	SUBDIVISION	SCHEDULE OF ENTITLEMENT		LOT	UNIT ENTITLEMENT	SUBDIVISION
			LOT	UNIT ENTITLEMENT			
1	COMMUNITY PROPERTY		32	59	63	NOW LOTS 95-96	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10
2	65		33	59			
3	65		34	62			
4	65		35	61	64	64	
5	65		36	57	65	65	
6	65		37	56	66	66	
7	65		38	60	67	67	
8	65		39	62	68	68	
9	63		40	61	69	69	
10	63		41	61	70	70	
11	63		42	60	71	71	
12	63		43	60	72	72	
13	63		44	63	73	73	
14	64		45	62	74	74	
15	64		46	62	75	75	
16	64		47	49	76	76	
17	65		48	45	77	77	
18	64		49	47	78	78	
19	64		50	47	79	79	
20	64		51	47	80	80	
21	64		52	48	81	81	
22	65	PROPOSED SUBDN INTO LOTS 91-92	53	50	82	82	
23	NOW LOTS 89-90	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 9	54	53	83	83	
24	65	PROPOSED SUBDN INTO LOTS 91-92	55	53	84	84	
25	65	PROPOSED SUBDN INTO LOTS 91-92	56	53	85	85	
26	65		57	53	86	86	
27	63		58	229	87	87	
28	60		59	114	88	88	
29	60		60	NOW LOTS 77-82 & LOTS 83-88	89	89	
30	60		61	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 8A	90	90	
31	62		62	NOW LOTS 63-66	91	32	
					92		PROPOSED PLAN BY WALLIS & MOORE
					93		PROPOSED PLAN BY WALLIS & MOORE
					94		
					95	53	
					96	53	
					TOTAL	5276	

SEE NOW REPLACEMENT SHEET 7D

HISTORICAL FILE

SEE NOW REPLACEMENT SHEET 7E

INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	SUBDIVISION	SCHEDULE OF UNIT ENTITLEMENT		LOT	UNIT ENTITLEMENT	SUBDIVISION
			LOT	UNIT ENTITLEMENT			
1	COMMUNITY PROPERTY		32	59	63	NOW LOTS 95-96	COMMUNITY PLAN OF SUBD ^N SEE SHEET 10
2	65		33	59			
3	65		32	62			
4	65		32	61			
5	65		35	57			
6	65		37	56			
7	65		38	60			
8	66		39	62			
9	63		40	61			
10	63		41	61			
11	63		42	60			
12	63		43	60			
13	63		44	63			
14	64		45	62			
15	64		46	47			
16	64		47	49			
17	65		48	45			
18	64		49	47			
19	64		50	47			
20	64		51	47			
21	64		52	48			
22	65		53	50			
			54	53			
			55	53			
23	NOW LOTS 89-90	COMMUNITY PLAN OF SUBD ^N INTO LOTS 93-94	56	53	85	46	
			57	53	86	46	
			58	114	87	46	
			59	225	88	47	
24	65	PROPOSED SUBD ^N INTO LOTS 91-92	60	114	89	33	
			61	NOW LOTS 77-82	90	32	
			62	NOW LOTS 67-76 & LOTS 83-88	91		
				COMMUNITY PLAN OF SUBDIVISION SEE 5H & A	92		
26	66				93		
27	63				94		
28	63				95	53	
29	60				96	53	
30	60				97		
31	62				98		
					99	32	
					100	33	
					TOTAL	5276	

DP 270041
REPLACEMENT SH. TD
9/12/1994

Registered:
9/12/1994

Surveyor registered under Surveyors Act 1989

For use where space is insufficient in any part on Plan Form 2

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 7C OF THE PLAN REGISTERED ON 10.11.1994.

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY 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 WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 7E AS THE CIRCUMSTANCES REQUIRE

1. CAMERON J HUBBARD
BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENT FOR THE NEW LOTS CREATED BY THE RE-SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 30.4.1993 BEING THE DATE OF THE VALUERS CERTIFICATE LODGED WITH THE ORIGINAL INITIAL SCHEDULE.

REGISTERED VALUER
9th December 1994.

Reduction Ratio: 1:
SURVEYOR'S REFERENCE

HISTORICAL FILE

SEE NOW REPLACEMENT SHEET 7F

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		32	59		63	NOW LOTS 95-96	
2	65		33	59		64	64	SEE SHEET 10
3	65		34	62		65	65	
4	65		35	61		66	65	
5	65		36	57		67	65	
6	65		37	58		68	65	
7	65		38	60		69	NOW LOTS 99-100	SEE SHEET 11
8	63		39	62		70	65	
9	63		40	61		71	65	
10	63		41	61		72	64	
11	63		42	60		73	63	
12	63		43	60		74	63	
13	63		44	63		75	63	
14	64		45	62		76	62	
15	64		46	62		77	62	
16	64		47	47		78	62	
17	65		48	49		79	62	
18	64		49	45		80	62	
19	64		50	47		81	62	
20	64		51	47		82	62	
21	64		52	49		83	47	
22	NOW LOTS 93-94	SEE SHEET 12	53	48		84	46	
23	NOW LOTS 89-90	SEE SHEET 9	54	50		85	46	
24	65		55	53		86	46	
25	65		56	53		87	46	
		PROPOSED SUBD. INTO LOTS 91-92	57	53		88	47	
			58	225	S.P. 46588	89	33	
26	66		59	114		90	32	
27	63		60	NOW LOTS 77-82		91	91	PROPOSED PLAN BY WALLIS & MOORE
28	60		61	NOW LOTS 67-76 & LOTS 83-88		92	33	
29	60		62	NOW LOTS 63-66	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 9A	93	32	
30	62					94	53	
31						95	53	
						96	53	
						97	32	PROPOSED PLAN BY JAMES MALL
						98	32	
						99	33	
						100	33	
						TOTAL	5276	

COMMUNITY PLAN OF SUBDIVISION
DP 270041 REPLACEMENT SHEET

Registered: 2.5.12.1994

This is sheet 2 of my plan in 2 sheets

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by nos. 108 of 1994

General Manager/Authorised Person

For use where space is insufficient in any panel on Plan Form 2.

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 7 OF THE PLAN REGISTERED ON 9.12.1994.

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 7F AS THE CIRCUMSTANCES REQUIRED.

I, DAVID CHARLES VASELLA BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENT FOR THE NEW LOTS CREATED BY THE RE-SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 30-4-1993 BEING THE DATE OF THE VALUERS CERTIFICATE LODGED WITH THE ORIGINAL INITIAL SCHEDULE ~~8888-REPLACED~~

REGISTERED VALUER

22nd December 1994

Reduction Ratio: 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 22/118

HISTORICAL FILE
SEE NOW REPLACEMENT
SHEET 7G

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT				SCHEDULE OF UNIT ENTITLEMENT			
LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT
1	COMMUNITY PROPERTY		32	59		63	
2	65		33	59		64	NOW LOTS 95-96
3	65		34	62		65	SEE SHEET 10
4	65		35	61		66	65
5	65		36	57		67	65
6	65		37	56		68	65
7	65		38	60		69	65
8	66		39	62		70	65
9	63		40	61		71	65
10	63		41	61		72	65
11	63		42	60		73	63
12	63		43	60		74	63
13	63		44	63		75	63
14	64		45	62		76	62
15	64		46	49		77	62
16	64		47	49		78	62
17	65		48	45		79	62
18	64		49	45		80	62
19	64		50	47		81	62
20	64		51	49		82	62
21	64		52	49		83	47
22	NOW LOTS 93-94	SEE SHEET 12	53	48		84	46
23	NOW LOTS 89-90	SEE SHEET 9	54	50		85	46
24	65		55	53		86	46
25	NOW LOTS 91-92	SEE SHEET 13	56	53		87	46
26	66		57	53		88	47
27	63		58	225		89	33
28	63		59	114		90	32
29	60		60			91	33
30	60		61	NOW LOTS 77-82		92	32
31	62		62	NOW LOTS 67-76 & LOTS 83-88	COMMUNITY PLAN O/S SUBDIVISION SEE SHEET 8A.	93	33
				NOW LOTS 63-66		94	32
						95	53
						96	53
						97	
						98	
						99	32
						100	33
						TOTAL	5276

PROPOSED PLAN BY
JAMES NIALL

COMMUNITY PLAN OF SUBDIVISION
DP 2700/41 REPLACEMENT SH 7F
REGISTERED: 9.11.1995
This is sheet 2 of my plan in 2 sheets
dated

Surveyor registered under Surveyors Act 1929
This is sheet 2 of the plan of 2 sheets covered by my Certificate No. of
General Manager/Authorised Person
For use where space is insufficient in any panel on Plan Form 2
THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 7E OF THE PLAN REGISTERED ON 27-12-1995

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 7G AS THE CIRCUMSTANCES REQUIRED.

I, DAVID CHARLES VARELLA BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENT FOR THE NEW LOTS CREATED BY THE RE-SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 30-4-1993 BEING THE DATE OF THE VALUERS CERTIFICATE LODGED WITH THE ORIGINAL INITIAL SCHEDULE BEING REPLACED.

REGISTERED VALUER
22nd December 1994

Reduction Ratio: 1:1
SURVEYOR'S REFERENCE: 22117

Plan Drawing only to appear in this space

HISTORICAL FILE

SEE NOW REPLACEMENT SHEET 7H

DP 270041
REPLACEMENT SHEET 7H
Registered: 23-3-1995

This is sheet 2 of my plan in 2 sheets dated 5th DECEMBER 1994

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 1 of 1995

[Signature]
Contract Clerk

For use where space is insufficient in any panel on Plan Form 2

THIS SHEET CONTAINS AN PRINTED SURVEYOR'S PLAN SHEET ID OF THE PLAN REGISTERED ON 10.11.1994

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMPANY SCHEME AS THE SCHEME IS DEVELOPED IN ACCORDANCE WITH THE PROVISIONS OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF LAND DEVELOPMENT ACT 1989

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH IS THE CIRCUMSTANCES REQUIRE.

1. MICHAEL JOHN LAMBERD BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1971, HEREBY CERTIFIES THAT THE NEW LOTS CREATED BY THE RE-SUBDIVISION ARE BASED ON THE SURVEY OF THE SIGHT LOTS AT 20.3.1993 BEING THE DATE OF THE VALUERS CERTIFICATE LOGGED WITH THE ORIGINAL PLAN SUBMITTED.

REGISTERED VALUER NO 1641

LOT	UNIT ENTITLEMENT	SUBDIVISION	SCHEDULE OF UNIT ENTITLEMENT			LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
			LOT	UNIT ENTITLEMENT	SUBDIVISION						
1	COMMUNITY PROPERTY		32	39		64	64				
2	65		33	39		65	65				
3	65		34	62		66	66				
4	85		35	61		67	67				
5	65		36	57		68	68				
6	65		37	56		69	69				
7	65		38	60		70	70				
8	65		39	62		71	71				
9	63		40	61		72	72				
10	63		41	61		73	73				
11	63		42	60		74	74				
12	63		43	60		75	75				
13	63		44	63		76	76				
14	64		45	62		77	77				
15	64		46	47		78	78				
16	64		47	49		79	79				
17	65		48	45		80	80				
18	64		49	48		81	81				
19	64		50	47		82	82				
20	64		51	49		83	83				
21	64		52	48		84	84				
22	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 12		53	53		85	85				
23	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 9		54	53		86	86				
24	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10		55	53		87	87				
25	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10		56	57		88	88				
26	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10		57	53		89	89				
27	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10		58	53		90	90				
28	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10		59	53		91	91				
29	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10		60	53		92	92				
30	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10		61	53		93	93				
31	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10		62	53		94	94				
TOTAL						100	5276				

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	Table of mm	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400
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INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		32			61		
2	65		33	59		62	04	
3	65		34	59		63	65	
4	65		35	62		64	65	
5	65		36	61		65	65	
6	65		37	57		66	65	
7	65		38	56		67	65	
8	64			60		68	65	
9	64			60	SEE SHEET 15	69	99-100	SEE SHEET 11
10	63			61		70	65	
11	63			61		71	64	
12	63			60		72	63	
13	63			60		73	63	
14	64			60		74	63	
15	64			60		75	63	
16	64			62		76	62	
17	64			62		77	62	
18	64			62		78	62	
19	64			62		79	62	
20	64			62		80	62	
21	64			62		81	62	
22	64			62		82	62	
23	64			62		83	62	
24	65			62		84	62	
25	65			62		85	62	
26	65			62		86	62	
27	65			62		87	62	
28	65			62		88	62	
29	65			62		89	62	
30	65			62		90	62	
31	65			62		91	62	
				62		92	62	
				62		93	62	
				62		94	62	
				62		95	62	
				62		96	62	
				62		97	62	
				62		98	62	
				62		99	62	
				62		100	62	
				62		101	62	
				62		102	62	
				62		103	62	
				62		104	62	
				62		TOTAL	52.76	

HISTORICAL FILE

SEE SHEET 71

(PROPOSED)

DP 270041
 REPLACEMENT SHEET 7H
 Registered: 7.8.1995
 This is sheet 2 of the plan in 2 sheets
 dated 19.10.1994

Surveyor registered under Surveyors Act 1993

James M. Hall
 James M. Hall
 Registered Valuer No. 2831

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT & REPLACES SHEET 7G OF THE PLAN REGISTERED ON 23.3.1995

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS APPLICABLE TO BE ADVERTISED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 20 OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 7J AS THE CIRCUMSTANCES REQUIRE.

BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, I CERTIFY THAT THE UNIT ENTITLEMENT FOR THE NEW LOTS CREATED BY THE RE-SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 29/07/95.

REGISTERED VALUER NO. 2831

HISTORICAL FILE
SEE SHEET 7J

DP 270041
REPLACEMENT SHEET 7J1
Registered:  Kevin 10-7-1996

This is sheet 1 of my plan in 1 sheets dated

Surveyors registered under Surveyors Act 1929

This is sheet of the plan of sheets covered by my Certificate no of

General Manager/Authorised Person
For use where space is insufficient in any panel on Plan Form 2

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT & REPAIRS SHEET 7H OF THE PLAN REGISTERED ON 1/8/1995

THIS SHEET SHOWS AN REVISED SCHEDULE OF UNIT ENTITLEMENT FOR THE PLAN REGISTERED ON 1/8/1995. THIS TABLE IS BEING ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REVISIONS SHEET TO THE PLAN WHICH WILL BE NUMBERED SHEET 7K AS THE CIRCUMSTANCES REQUIRE

1. BRIAN JOHN FRANKLIN OF WALLIS & MOORE PTY LTD BEING A SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1919. CERTIFY THAT THIS REVISED SCHEDULE OF UNIT ENTITLEMENTS IS BASED UPON A TABLE OF VALUES PROVIDED BY THE VALUER GENERAL UNDER SEC 76(3) OF THE VALUATION OF LAND ACT 1916 SHOWING THE VALUES OF LOTS AT THE SAME BASE DATE

SIGNATURE: *B. Franklyn*
DATE: 4/7/1996

Reduction Ratio: 1:1
SURVEYORS REFERENCE: 21531

UNIT NUMBER	UNIT ENTITLEMENT	SUBDIVISION	LOT NUMBER	SCHEDULE OF ENTITLEMENT		LOT NUMBER	UNIT ENTITLEMENT	SUBDIVISION	LOT NUMBER	UNIT ENTITLEMENT	SUBDIVISION
				LOT NUMBER	UNIT ENTITLEMENT						
2	COMMUNITY PROPERTY		32	61		64	61				
3			33	56		65	64				
4			34	63		66	61				
5			35	63		67	66				
6			36	58		68	66				
7			37	56		69	66				
8			38	58		70	66				
9			39	58		71	61				
10			40	58		72	53				
11			41	61		73	58				
12			42	61		74	58				
13			43	61		75	58				
14			44	63		76	56				
15			45	61		77	61				
16			46	48		78	61				
17			47	48		79	61				
18			48	45		80	61				
19			49	42		81	61				
20			50	48		82	61				
21			51	45		83	45				
22			52	50		84	45				
23			53	48		85	42				
24			54	45		86	42				
25			55	45		87	42				
26			56	50		88	45				
27			57	50		89	48				
28			58	183		90	48				
29			59			91	48				
30			60			92	48				
31			61			93	45				
32			62			94	45				
33			63			95	50				
34			64			96	50				
35			65			97	50				
36			66			98	45				
37			67			99	45				
38			68			100	45				
39			69			101	45				
40			70			102	45				
41			71			103	45				
42			72			104	45				
43			73			TOTAL	5276				

Plan Drawing only to appear in this space

Plan amended in LTO - Surveyor's Booked 10/7/1996

REVISED SCHEDULE

SCHEDULE OF ENTITLEMENT				SCHEDULE OF ENTITLEMENT			
LOT NUMBER	UNIT ENTITLEMENT	SUBDIVISION	LOT NUMBER	UNIT ENTITLEMENT	SUBDIVISION	LOT NUMBER	UNIT ENTITLEMENT
1	COMMUNITY PROPERTY		32	6.1		64	6.1
2	64		33	5.6		65	6.4
3	64		34	6.3		66	6.1
4	64		35	6.3		67	6.6
5	64		36	5.8		68	6.6
6	64		37	5.6		69	6.6
7	NOW LOTS 101-102	SEE SHEET 16	38	5.8		70	6.4
8	64		39	5.8	SEE SHEET 15	71	6.1
9	63		40	5.8		72	5.3
10	63		41	5.8		73	5.3
11	66		42	6.1		74	5.8
12	66		43	6.1		75	5.8
13	66		44	6.3		76	5.6
14	66		45	6.1		77	6.1
15	66		46	4.8		78	6.1
16	66		47	4.7		79	6.1
17	66		48	4.5		80	6.1
18	66		49	4.2		81	6.1
19	66		50	4.8		82	6.1
20	66		51	4.5		83	4.5
21	66		52	5.0		84	4.5
22	NOW LOTS 93-94	COMMUNITY PLAN OF SUBDIVISION 12	53	4.8		85	4.2
		SEE SHEET 9	54	4.5		86	4.2
		SEE SHEET 10	55	4.5		87	4.2
23	NOW LOTS 89-90	COMMUNITY PLAN OF SUBDIVISION 9	56	5.0		88	4.5
		SEE SHEET 9	57	5.0		89	4.8
24	64		58	18.3	SP 46588	90	4.8
25	NOW LOTS 91-92	COMMUNITY PLAN OF SUBDIVISION 10	59	5.8		91	4.8
		SEE SHEET 10	60	6.1		92	4.8
26	64		61	6.1		93	4.8
27	63		62	6.1		94	4.5
28	63		63	6.1		95	5.0
29	61		64	6.1		96	5.0
30	61		65	6.1		97	5.0
31	63		66	6.1		98	5.0
			67	6.1		99	4.5
			68	6.1		100	4.5
			69	6.1		101	4.2
			70	6.1		102	4.2
			71	6.1		103	4.5
			72	6.1		104	4.5
			73	6.1		TOTAL	5276

*OFFICE USE ONLY
 D.P.270041
 REPLACEMENT SHEET 7J
 Registered: 19-1-1998
 This is sheet 1 of my plan in 1 sheets dated
 Surveyor registered under surveyors Act 1928
 This is sheet of the plan of sheets covered by my Certificate No. of
 Council Clerk
 For use where space is insufficient in any panel on Plan Form 2
 THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT & REPLACES SHEET 7J OF THE PLAN REGISTERED ON 10/07/1986.
 THIS SHEET SHOWS A REVISED SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS REGISTERED ON ON COMPLETION OF THE SCHEME.
 SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET WHICH WILL BE NUMBERED SHEET 7K AS THE CIRCUMSTANCES REQUIRE.
 I, JOHN S. McDONALD OF JOHN S. McDONALD & ASSOCIATES, BEING A SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1918, CERTIFY THAT THIS REVISED SCHEDULE OF UNIT ENTITLEMENTS IS BASED UPON A TABLE OF VALUES PROVIDED BY THE REGISTERED LAND OFFICE AS AT THE DATE OF THE VALIDATION OF LAND ACT 1916 SHOWING THE VALUES OF LOTS AS THE SAME BASE DATE.
 SIGNATURE: [Signature]
 DATE: 30/12/1977

Plan Drawing only to appear in this space

Reduction Ratio 1:
 SURVEYOR'S REFERENCE: 97345

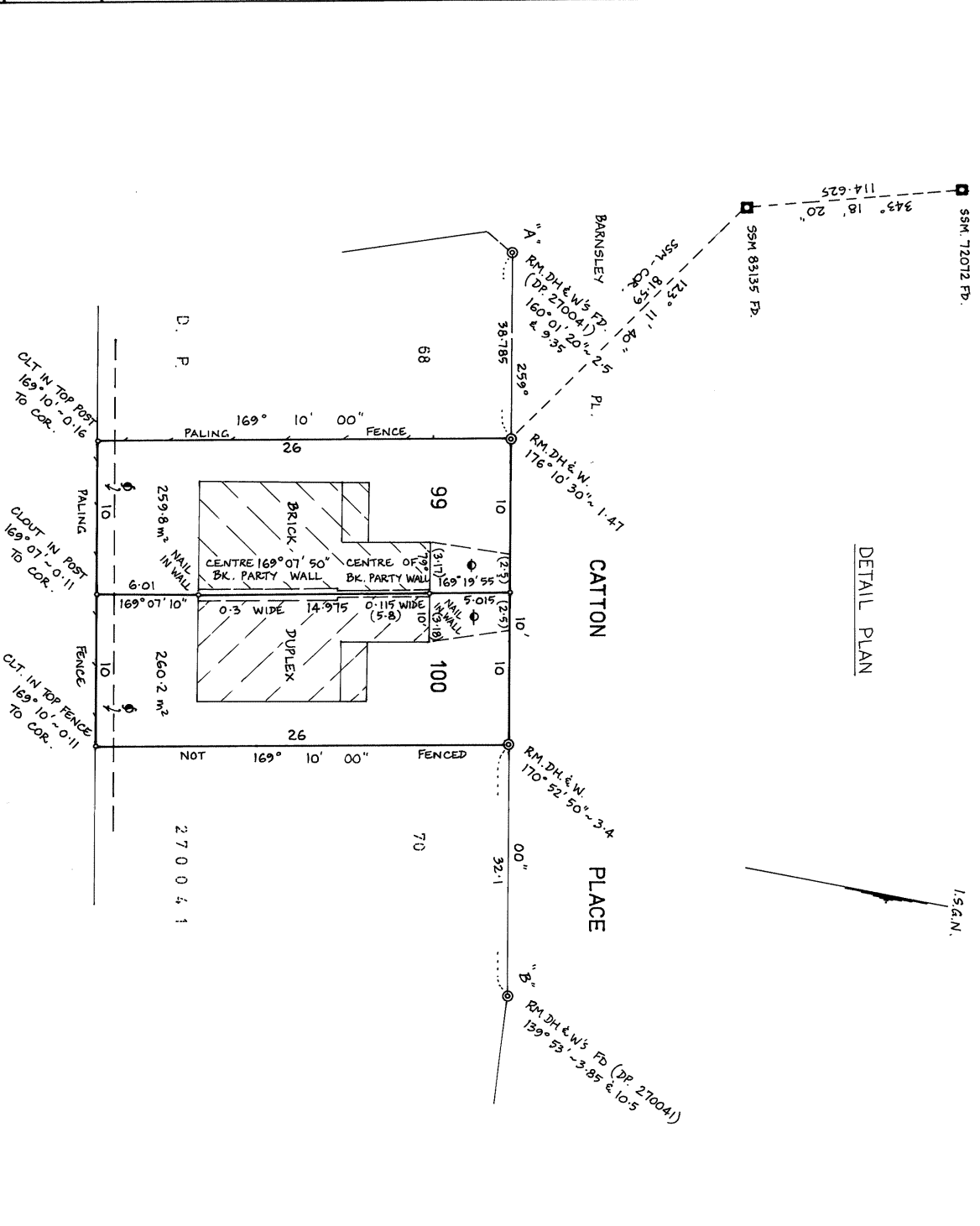
SIGNATURE AND SEALS ONLY.
 THIS IS SHEET 11 OF DP 270041
 AND IT REPLACES SHEET 8A AS
 REGARDS LOT 69 AND IS AN
 ADDITIONAL SHEET

Plan Drawing only to appear in this space

OFFICE USE ONLY

Signature: *[Handwritten Signature]*
 Name: ANKA NEVAKOVIC
 Position: LANDOWNER
 Date: 17.11.94
 Council's Certificate: *[Stamp]*
 Crown Lands Office Approval: *[Stamp]*
 Land Owner: ANKA NEVAKOVIC
 Paper No: *[Blank]*
 Page No: *[Blank]*
 Date if applicable: *[Blank]*

Office of the Registrar-General / Src: INPOTRACK / Ref: 118082
 This part of certificate to be deleted where the application is only for a subdivision of land which is not a "new road", "subdivision" or "consolidated lot" set out herein and the Hunter Water Corporation Ltd.
 Date if applicable: *[Blank]*

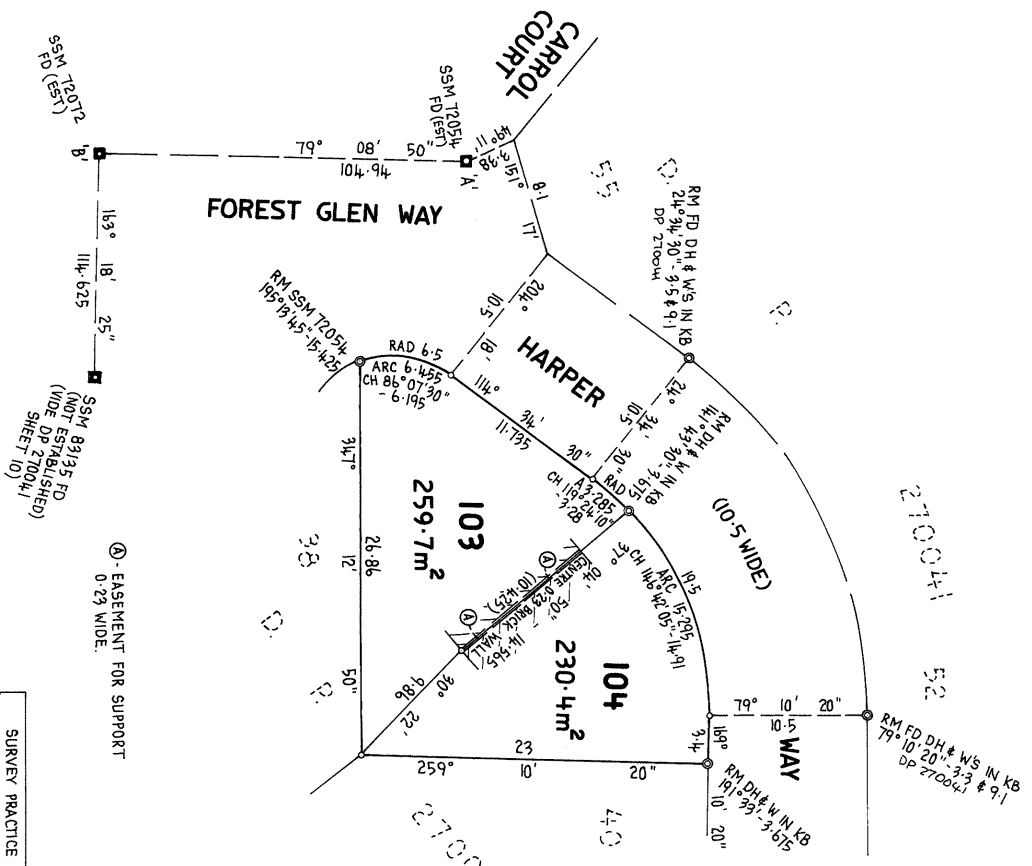


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
 (EASEMENT TO DRAIN WATER 1 WIDE - DP 270041 (N°2))
 (EASEMENT TO DRAIN WATER 1 WIDE - DP 270041 (D))
 RIGHT OF CARRIAGEWAY VARIABLE WIDTH

Registered: <i>[Stamp]</i> C.A. 125/94 OF 17.11.1994	Title System: TORRENS	Purpose: SUBDIVISION	Ref. Map: U0030-4	Last Plan: DP 270041
PLAN OF SUBDIVISION OF LOT 69 IN COMMUNITY PLAN DP 270041				
Lengths are in metres Reduction Ratio 1:200				
LGA: SUTHERLAND	Locality: MENAI	Parish: HOLSWORTHY	County: CUMBERLAND	
This is sheet 1 of my plan in 2 sheets (Delete if inapplicable)				
PHILIP GEORGE WICKS of 101 MOORE ST. LIVERPOOL				
a surveyor registered under the Surveyors Act 1928 hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practices Regulation 1990 and was completed on 17.11.94				
Signature: <i>[Handwritten Signature]</i> Surveyor registered under the Surveyors Act 1928				
Plans used in preparation of survey/development: DP 270041				
PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.				
PURSUANT TO SECTION 88 B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE: 1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH.				
LOTS 99-100 ARE DEVELOPMENT LOTS. SEE PANEL-TOP LEFT				

J.C. Day
12/17/98

DETAIL PLAN



Ⓢ - EASEMENT FOR SUPPORT
0.23 WIDE.

SURVEY PRACTICE REGULATION 1990: CLAUSE 92(2)			
MARK	ISG COORDINATES		ACC
	EASTING	NORTHING	
SSM T2054	301 231.195	1 234 169.878	56/1
SSM T2072	301 128.199	1 234 150.124	56/1
			4

SOURCE: ISG COORDINATES ADOPTED FROM SCIMS - 2/06/95

Crown Lands Office Approval

AN APPROVED
 Land District
 Paper No.
 Field Book
 pages

Council's Certificate

I hereby certify that -
 (a) the requirements of the Local Government Act, 1919 other than the requirements for the registration of plans; and
 (b) the requirements of Part 3 Division 2 of the Water Board Act 1987, or Part 4 Division 3 of the Hunter Water Board (Incorporation) Act 1991,
 have been complied with by the applicant in relation to the proposed subdivision of the land described in the certificate.
 Subdivision No. 50/95
 Original File No. 50/95
 Date of issue 12/17/98

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

OFFICE USE ONLY
 DP 270041
 (ADDITIONAL SHEET 15)

Registered: 7.8.1995
 C.A. No. 50/95 of 5.3.1995
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U0030-4#
 Last Plan: DP 270041

PLAN OF SUBDIVISION OF
 LOT 39 IN DP 270041.

Lengths are in metres. Reduction Ratio: 1:250

LGA: SUTHERLAND SHIRE
 Locality: MENAI
 Parish: HOLSWORTHY
 County: CUMBERLAND

This is sheet 1 of 2 (delete if inappropriate) sheets.

1. BARRY J. INWOOD
 of 29 KITCHENER ROAD, DAITLEY
 a surveyor registered under the Surveyors Act, 1992, as amended, hereby certifies that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1993 and any special requirements of the Department of Lands, and was completed on 11/01/98.

Signature: *B. Inwood*
 Surveyor registered under Surveyors Act, 1992 as amended.
 Agent date of survey: A - B

Plans used in preparation of survey/compilation:
 DP 270041

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create restrictions on the use of land or positive covenants.

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919-64, IT IS INTENDED TO CREATE AN EASEMENT FOR SUPPORT 0.23 WIDE.

THIS IS SHEET 15 OF DP 270041 & IT REPLACES SHEET 5A AS REGARDS LOT 39.

LOTS 103 & 104 ARE DEVELOPMENT LOTS.

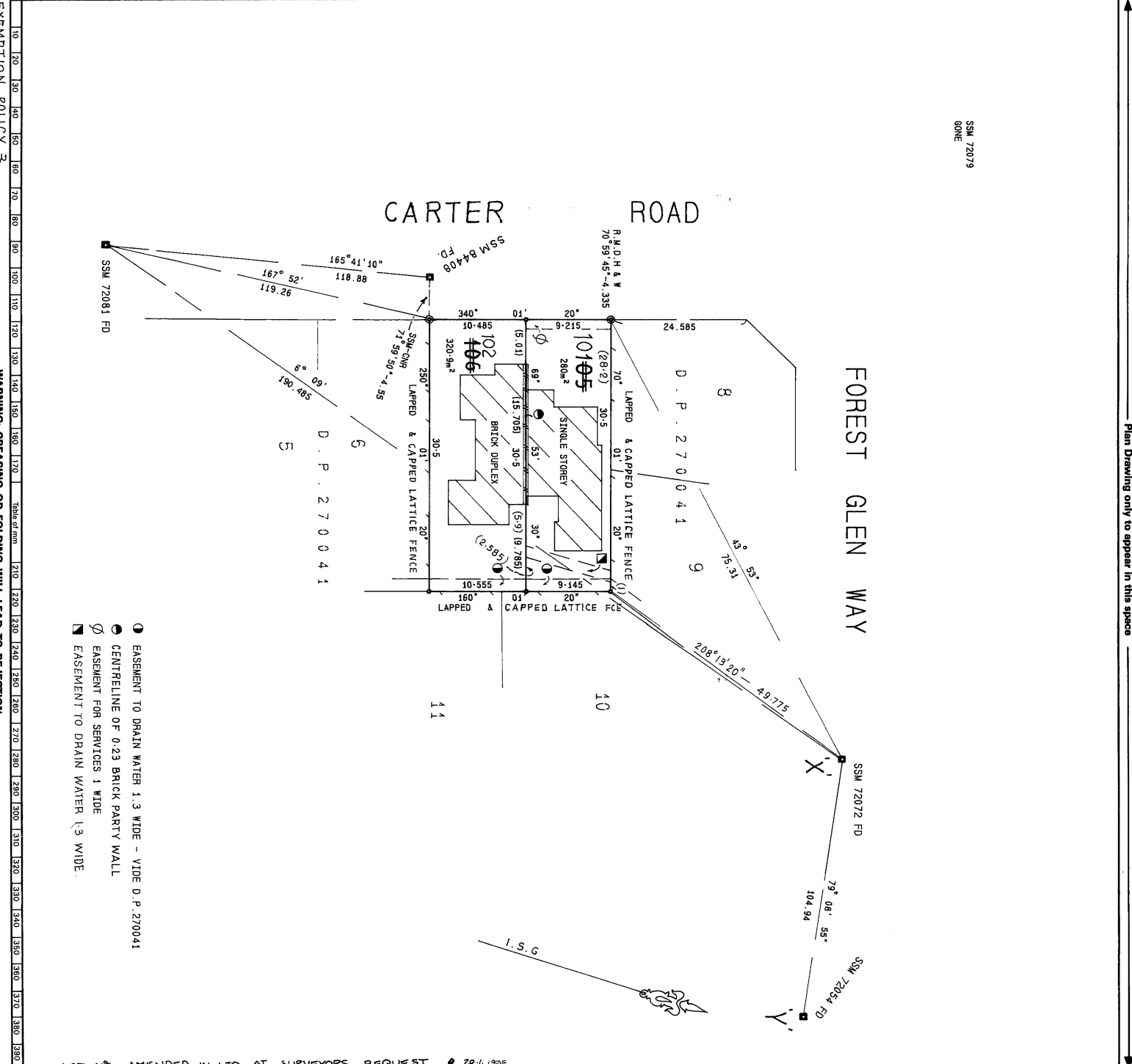
SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

Shirley M. 270 on behalf of
 A.C.N. 012 553 553
 by its duly constituted Authorised Officer
 J. HAYES, Newcastle, NSW
 Mayor, Newcastle Council
 Power of Attorney dated 18/11/2002
 12/16 Registered Number 301/451
 who are personally known to me,
 J. HAYES, Newcastle, NSW
 J. HAYES

Handwritten signature

Crown Lands Office Approval
 PLAN APPROVED
 Authorised Officer
 Land District
 Paper No.
 Field Book
 Council Clerk's Certificate

heretofore certify that
 (a) the requirements of Part 3 of the Water Board Act 1987 and Water Supply Authorities Act 1987
 have been complied with by the applicant in relation to the proposed
 Subdivision No. 49148
 Date 28/11/97
 Signature *Handwritten signature*
 Council File No. 2001/1001
 Council Clerk



OFFICE USE ONLY
 DP 210041
 Registered: 19-1-1998
 C.A. No. 4919B OF 28-11-1997
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U 0030-4#
 Last Plan: D.P. 270041
 PLAN OF SUBDIVISION OF LOT 7 IN D.P. 270041
 Lengths are in metres. Reduction Ratio: 1:300
 LGA: SUTHERLAND
 Locality: MENAI
 Parish: HOLSORTHY
 County: CUMBERLAND
 This is sheet 1 of two sheets (delete if inapplicable)
 Survey Certificate
 I, JOHN S. WOODWARD, a Surveyor registered under the Surveyors Act 1986, have been made in accordance with the Surveyors Act 1986 and was completed on 20/11/97. The survey shows:
 (here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)
 Datum Line:
 Zone: Sutherland County (Signed) [Signature]
 Plans used in preparation of survey: none
 D.P. 270041
 PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 AS AMENDED IT IS INTENDED TO CREATE:
 1. EASEMENT FOR SERVICES 1.3 WIDE
 2. EASEMENT TO DRAIN WATER 1.3 WIDE.
 WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DP 270041

COVER SHEET FOR SECTION 88B INSTRUMENT

 ATTENTION

As a result of a Community Plan of Subdivision which also contained a Section 88B Instrument this instrument now comprises 9 separate documents registered on different dates.

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 88B Inst.
Document 1	6-5-1993	7	12
Document 2	28-7-1993	2	9
Document 3	9-11-1994	2	3
Document 4	10-11-1994	2	3
Document 5	9-12-1994	2	1
Document 6	23-12-1994	2	4
Document 7	9-1-1995	2	4
DOCUMENT 8	23-3-1995	2	3
DOCUMENT 9	7-8-1995	2	1
DOCUMENT 10	19-1-1998	1	2

TOTAL NUMBER OF SHEETS OF SEC 88B FILMED
 (INCLUDING COVER SHEET)

41

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

Lengths are in Metres

(Sheet 1 of 12 Sheets)

PART 1

Plan: **DP 270041**

Plan of Subdivision of Lot 103 in
DP 813090 covered by Council
Clerk's Certificate No. 33/93
of 1993

Full name and address of proprietor of the
land

T.M. Burke Pty Limited
A.C.N. 004 111 666
240 Beecroft Road
Epping NSW 2121

1. Identity of Easement firstly
referred to in abovementioned
plan.

Easement to Drain Water 1.3 Wide No.1

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots Benefited</u>
1	28,29,30,31,32,33,34,35,36
2	Part Lot 62 designated Site "A"
3	2 and
4	Part Lot 62 designated Site "A"
5	2,3 and
6	Part Lot 62 designated Site "A"
7	2,3,4 and
9	Part Lot 62 designated Site "A"
17	2,3,4,5,6,7 and
18	Part Lot 62 designated Site "A"
19	18,19,20,21
20	19,20,21
22	20,21
	21
	23,24,25,26,27

Approved by The Council of the Shire of Sutherland

Dep. Council Clerk
Dep. Council Clerk

REGISTERED  6.5.1993

M. L. ...

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

Lengths are in Metres

(Sheet 2 of 12 Sheets)

PART 1

Plan:

DP 270041

Plan of Subdivision of Lot 103 in
DP 813090 covered by Council
Clerk's Certificate No. 38/93
of 1993

23	24,25,26,27
24	25,26,27
25	26,27
27	26
29	30,31,32,33,34,35,36
30	31,32,33,34,35,36
31	32,33,34,35,36
32	33,34,35,36
33	34,35,36
34	35,36
42	43,44
43	44
45	56,57
57	56
59	42,43,44

2. Identity of Easement secondly referred to in abovementioned plan. Easement to Drain Water 1.0 Wide No.1

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots Benefited</u>
1	40,41,45,56,57
38	40,41,45,56,57

3. Identity of Easement thirdly referred to in abovementioned plan. Easement to Drain Water 1.0 wide No.2

Approved by The Council of the Shire of Sutherland

[Signature]
Dep. Council Clerk

[Signature] *[Signature]*



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

Lengths are in Metres

(Sheet 3 of 12 Sheets)

PART 1

Plan:

DP 270041

Plan of Subdivision of Lot 103 in
DP 813090 covered by Council
Clerk's Certificate No. 33193
of 1993

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots Benefited</u>
1 61	Part Lot 62 designated Site "B" Part Lot 62 designated Site "B" and Lot 1
4. Identity of Easement fourthly referred to in abovementioned plan.	Easement for Drainage variable width

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Authority Benefited</u>
1	The Council of the Shire of Sutherland
5. Identity of Easement fifthly referred to in abovementioned plan.	Right of Carriageway, Easement for Services and Easement to Drain Water Variable Width

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Authority Benefited</u>
48	49
6. Identity of Restriction on Use sixthly referred to in abovementioned plan.	Restriction on Use

Approved by The Council of the Shire of Sutherland

D. Honeyman
Dep. Council Clerk

Handwritten signatures

REGISTERED



6.5.1993

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

Lengths are in Metres

(Sheet 4 of 12 Sheets)

PART 1

Plan:

DP 270041

Plan of Subdivision of Lot 103 in
DP 813090 covered by Council
Clerk's Certificate No. 33/93
of 1993

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Authority Benefited</u>
1	The Council of the Shire of Sutherland
7. Identity of Positive Covenant seventhly referred to in abovementioned plan.	Positive Covenant

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Authority Benefited</u>
All lots except Lot 1	Telecom Australia
8. Identity of Restriction eighthly referred to in abovementioned plan.	Restriction on Use. (A)

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots Benefited</u>
All lots except Lot 1	All other lots except Lot 1

Approved by The Council of the Shire of Sutherland

Dep Council Clerk

REGISTERED 6.5.1993

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

Lengths are in Metres

(Sheet 5 of 12 Sheets)

PART 2

Plan:

DP 270041

Plan of Subdivision of Lot 103 in
DP 813090 covered by Council
Clerk's Certificate No. 33/93
of 1993

PART 2

**4. TERMS OF EASEMENT FOR DRAINAGE VARIABLE WIDTH
FOURTHLY REFERRED TO IN ABOVE MENTIONED PLAN**

Easement To Drain Water as set out in PART III of SCHEDULE IVA of the
CONVEYANCING ACT, 1919 with the following addition:-

The registered proprietors of the lot hereby burdened covenant with The Council
of the Shire of Sutherland that they will not:

- (a) do permit or suffer any act deed matter or thing whereby the said line
of pipes shall or shall be likely to become injured or damaged or
whereby The Council of the Shire of Sutherland shall be prevented
from or hampered in constructing, maintaining, mending, repairing or
cleansing the said line of pipes or any part thereof,
- (b) interfere with the free flow and passage of soil or water through the
said line of pipes and that if the registered proprietor shall do permit
or suffer anything which shall injure or damage the said line of pipes
or any part thereof or shall interfere with the free flow and passage of
soil or water through the same the registered proprietor will forthwith
at his own expense properly and substantially repair and make good all
such injury or damage and restore the free flow and passage of soil or
water through the said line of pipes and do all things necessary or
expedient necessary for the purposes aforesaid or any of them and will
not erect or permit to be erected any building or other structure of any
kind or description on that part of the lot hereby burdened without the
prior consent in writing of The Council of the Shire of Sutherland
being first had and obtained.

Approved by The Council of the Shire of Sutherland

[Handwritten signatures]

[Handwritten signature]
Council Clerk

REGISTERED  25.6.5.1993

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

Lengths are in Metres

(Sheet 6 of 12 Sheets)

PART 2

Plan:

DP 270041

Plan of Subdivision of Lot 103 in
DP 813090 covered by Council
Clerk's Certificate No. 33193
of 1993

**5. TERMS OF RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES
AND EASEMENT TO DRAIN WATER VARIABLE WIDTH FIFTHLY
REFERRED TO IN ABOVEMENTIONED PLAN**

Right of Carriageway as set out in PART I of SCHEDULE VIII of the
CONVEYANCING ACT, 1919, and
Easement to Drain Water as set out in PART III of SCHEDULE VIII of the
CONVEYANCING ACT, 1919 with the following addition:-

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lot hereby benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, layout, construct, erect, install, carry, maintain and use through, above, on and under that part of the lot hereby burdened all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic services to and from the lot hereby benefited provided that the said drains, pipes, conduits, poles, wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the Right of Carriageway hereby reserved together with the right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose to enter upon that part of the lot hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof and for any of the aforesaid purposes to open the soil of that part of the lot hereby burdened to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot hereby burdened and/or free access to the lot hereby benefited and will restore without delay that surface as nearly practicable to its original condition.

Approved by The Council of the Shire of Sutherland

J. Abneyman...
Dep. Council Clerk

And...
Plotts

REGISTERED



25.6.5.1993

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

Lengths are in Metres

(Sheet 7 of 12 Sheets)

PART 2

Plan:

DP 270041

Plan of Subdivision of Lot 103 in
DP 813090 covered by Council
Clerk's Certificate No. 33/93
of 1993

**6. TERMS OF RESTRICTION ON USE SIXTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

The lot hereby burdened shall be used only for the purpose of recreation as permitted by statute or ordinance on Public Reserves owned or in the control of The Council of the Shire of Sutherland.

**7. TERMS OF POSITIVE COVENANT SEVENTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

The telephone lead-in pipe shall be placed in the same trench as the electrical power lead-in. Telecom Australia is to be given at least 72 hours notice that the common lead-in trench has been excavated to allow the telephone lead-in plant to be installed in this trench. Notification is to be given to the Telecom Area Supervisor on Telephone No. 543 1202.

**8. TERMS OF RESTRICTION ON USE EIGHTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

- (a) For a period of three (3) years following the date of registration of this Instrument no building works or building shall be commenced, erected or be permitted to be commenced or remain erected on any lot burdened without the detailed building plans, elevations and specifications relating only to the external appearance and position of the said building works or building having first been submitted to and approved in writing by T.M. Burke Pty Limited. T.M. Burke Pty Limited shall as soon as is reasonably practicable peruse and consider the said building plans, elevations and specifications having regard solely to the external appearance and position of the proposed building works or building. T.M. Burke Pty Limited shall, in its absolute and

Approved by The Council of the Shire of Sutherland

Dep. Council Clerk

REGISTERED 6.5.1993

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

Lengths are in Metres

(Sheet 8 of 12 Sheets)

PART 2

Plan:

DP 270041

Plan of Subdivision of Lot 103 in
DP 813090 covered by Council
Clerk's Certificate No. 33193
of 1993

unfettered discretion be entitled to refuse any such approval as aforesaid or grant approval as aforesaid subject to conditions, and without being obliged to furnish reasons for any such decision. After the expiration of the said three (3) year period referred to above the powers of T.M. Burke Pty Limited pursuant to this sub-clause (a) of this Restriction as to User eighthly referred to shall vest in the Executive Committee of the Community Association of DP 270041

- (b) No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.

Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

- (c) Not more than one main building shall be erected on each lot burdened and such building shall only be used for single residential dwelling purposes PROVIDED ALWAYS HOWEVER that where The Council of the Shire of Sutherland Code for Dual Occupancy Development permits the erection of a dual occupancy dwelling on any lot burdened then such a dual occupancy dwelling may only be erected in addition to the main building on such lot strictly in accordance with the said Code and that in such cases any and all references in this Instrument to "main building" shall be deemed to include and refer to any such permitted dual occupancy dwelling.

Approved by The Council of the Shire of Sutherland




Dgp. Council Clerk

REGISTERED



25 6.5.1993

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

Lengths are in Metres

(Sheet 9 of 12 Sheets)

PART 2

Plan:

DP 270041

Plan of Subdivision of Lot 103 in
DP 813090 covered by Council
Clerk's Certificate No. 33193
of 1993

- (d) No main building shall be erected or be permitted to remain erected on any lot burdened, having an area of greater than five hundred (500) square metres unless such main building has an overall floor area greater than one hundred and forty (140) square metres exclusive of car accommodation, external landing and patios.
- (e) No main building shall be erected or be permitted to remain erected on any lot burdened having an area less than five hundred (500) square metres unless such main building has an overall floor area greater than one hundred and fifteen (115) square metres exclusive of car accommodation, external landings and patios.
- (f) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.
- (g) No structure of a temporary nature, basement, tent, shack, garage, trailer camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (h) Any building erected on each lot burdened shall have a roof of either terracotta tile, cement tile, slate or shingle, and any such roof shall not be of the colours green, blue, white or any combination of green, blue and white. The use of any other material, and the use of the colours green, blue and/or white, for roofing shall require the prior written approval of T.M. Burke Pty Limited. After the expiration of three (3) years from the date of registration of this Instrument the powers of T.M. Burke Pty Limited pursuant to this sub-clause (h) of this Restriction as to User eighthly referred to shall vest in the Executive Committee of the Community Association of DP 270041.

Approved by The Council of the Shire of Sutherland

Dep. Council Clerk
Dep. Council Clerk

Plutty
Bruck
REGISTERED



6.5.1993

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

Lengths are in Metres

(Sheet 10 of 12 Sheets)

PART 2

Plan: **D.P. 270041**

Plan of Subdivision of Lot 103 in
DP 813090 covered by Council
Clerk's Certificate No. 33193
of 1993

-
- (i) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of T.M. Burke Pty. Limited and T.M. Burke Pty. Limited shall have the right to remove any such sign or signs without notice. This consent shall not be required for a sign advertising the sale of an existing house as long as it does not have a surface area greater than one and one half (1.5) square metres. After the expiration of three (3) years from the date of registration of this Instrument the powers of T.M. Burke Pty Limited pursuant to this sub-clause (i) of this Restriction as to User eighthly referred to shall vest in the Executive Committee of the Community Association of DP 270041.
- (j) Fencing shall be only of lapped and capped treated timber with top lattice insert as detailed in Annexure "E" of the Management Statement.
- (k) No fence shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the responsible Shire Municipal or City Council.
- (l) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by T.M. Burke Pty Limited without the consent of T.M. Burke Pty Limited but such consent shall not be withheld if such fence is erected without expense to T.M. Burke Pty Limited provided that this restriction shall remain in force only during such time as T.M. Burke Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever last occurs.

Approved by The Council of the Shire of Sutherland

[Handwritten signature]

[Handwritten signature]
Dep. Council Clerk

REGISTERED  6.5.1993

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

Lengths are in Metres

(Sheet 11 of 12 Sheets)

PART 2

Plan: **D.P. 270041**

Plan of Subdivision of Lot 103 in
DP 813090 covered by Council
Clerk's Certificate No. 33/93
of 1993

-
- (m) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same:
- (n) In these restrictions on use:
- "T.M. Burke Pty Limited" shall mean T.M. Burke Pty Limited its successors nominees or assigns other than purchasers on sale.
- "the Plan" shall mean Plan of Subdivision to which this Instrument relates and upon the registration of which these restrictions are created.
- (o) The person having the right to release, vary or modify these restrictions is T.M. Burke Pty Limited for such period as it is the Registered Proprietor of any land in the Plan or for a period of three (3) years from the date of registration of the Plan whichever last occurs. After the expiration of the said three (3) year period referred to above the powers of T.M. Burke Pty Limited pursuant to this sub-clause (o) of this Restriction as to User eighthly referred to shall vest in the Executive Committee of the Community Association of DP**270041**

Approved by The Council of the Shire of Sutherland

[Handwritten signature]

[Handwritten signature]
Dep Council Clerk

REGISTERED



6.5.1993

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

Lengths are in Metres

(Sheet 12 of 12 Sheets)

PART 2

Plan: **D.P. 270041**

Plan of Subdivision of Lot 103 in
DP 813090 covered by Council
Clerk's Certificate No. 33193
of 1993

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY
EASEMENT TO DRAIN WATER 1.3 WIDE FIRSTLY,
EASEMENT TO DRAIN WATER 1.0 WIDE NO. 1 SECONDLY,
EASEMENT TO DRAIN WATER 1.0 WIDE NO. 2 THIRDLY,
EASEMENT FOR DRAINAGE VARIABLE WIDTH FOURTHLY,
EASEMENT FOR RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES
AND EASEMENT TO DRAIN WATER VARIABLE WIDTH FIFTHLY,
RESTRICTION ON USE SIXTHLY
REFERRED TO IN ABOVEMENTIONED PLAN.

The Council of the Shire of Sutherland

THE COMMON SEAL of T.M. BURKE)
PTY. LIMITED A.C.N. 004 111 666 was)
hereunto affixed by authority of the Board of)
Directors previously given and in the)
presence of:)



Secretary

Director **METWAY LEASING LIMITED**
A.C.N. 002 977 237

Signed for and on behalf of
by its Attorneys **DAVID WILLIAM TINDALL** **CHRISTINE WAINWRIGHT**
who hereby states that they have not received any notice of the revocation of Power of
Attorney registered No. 552 Book 3860 Miscellaneous register under the authority of
which they now execute the within document.
Dated at Sydney this 30th day of April 1993
Signed in my presence by the said
DAVID WILLIAM TINDALL **CHRISTINE WAINWRIGHT**
who are personally known to me
David Wainwright
Christine Wainwright

DCM\BURKE.INS

Approved by The Council of the Shire of Sutherland

Dep Council Clerk

REGISTERED 6.5.1993

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

Lengths are in Metres.

(Sheet 1 of 9 Sheets)

PART 1

Plan: DP 270041

Plan of Subdivision of Lots 60, 61 and 62 in DP. 270041. covered by Council Clerk's Certificate No. 56 of 1993

Full name and address of proprietor of the land.

T.M. Burke Pty Limited.
A.C.N. 004 111 666
240 Beecroft Road,
Epping NSW 2121.

1. Identity of Easement firstly referred to in abovementioned plan.

Easement to Drain Water 1.3 Wide.

SCHEDULE OF LOTS AFFECTED.


Lots Burdened.

Lots Benefited.

- 65
- 72
- 73
- 74
- 75
- 76
- 83
- 84
- 85
- 86
- 87

- 66
- 73, 74, 75, 76, 83, 84, 85, 86, 87, 88
- 74, 75, 76, 83, 84, 85, 86, 87, 88
- 75, 76, 83, 84, 85, 86, 87, 88
- 76, 83, 84, 85, 86, 87, 88
- 83, 84, 85, 86, 87, 88
- 84, 85, 86, 87, 88
- 85, 86, 87, 88
- 86, 87, 88
- 87, 88
- 88

Approved by The Council of the Shire of Sutherland

.....

Council Clerk

REGISTERED  28-7-1993

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

Lengths are in Metres.

(Sheet 2 of 9 Sheets)

PART 1.

Plan: D.P. 270041

Plan of Subdivision of
Lots 60, 61 and 62 in
DP. 270041.
covered by Council Clerk's
Certificate No. 56 of 1993

2. Identity of Easement
secondly referred to
in abovementioned plan.

Easement to Drain Water 1.0 Wide. (D)

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

68
69
70
71
72

Lots Benefited.

67
67, 68
67, 68, 69
70, 69, 68, 67
71, 70, 69, 68, 67

3. Identity of Easement
thirdly referred to
in abovementioned plan.

Right of Carriageway,
Easement for Services and
Easement to Drain Water Variable Width.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

84
85
88

Lots Benefited.

85, 86
86
87

Approved by The Council of the Shire of Sutherland


Council Clerk

REGISTERED



28-7-1993

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

Lengths are in Metres.

(Sheet 3 of 9 Sheets)

PART 1.

Plan: D.P. 270041

Plan of Subdivision of
Lots 60, 61 and 62 in
DP. 270041.
covered by Council Clerk's
Certificate No. 56 of 1993

4. Identity of Restriction
fourthly referred to
in abovementioned plan.

Restriction on Use.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.	Lots Benefited.
All lots	All other lots

5. Identity of Restriction
fifthly referred to
in abovementioned plan.

Restriction on Use.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.	Authority Benefited.
All lots	The Council of the Shire of Sutherland

6. Identity of Positive Covenant
sixthly referred to
in abovementioned plan.

Positive Covenant.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.	Authority Benefited.
All lots	Telecom Australia

Approved by The Council of the Shire of Sutherland


.....
Council Clerk

REGISTERED



28.7.1993

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

Lengths are in Metres.

(Sheet 4 of 9 Sheets)

PART 2.

Plan: **D.P. 270041**

Plan of Subdivision of
Lots 60, 61 and 62 in
DP. 270041.
covered by Council Clerk's
Certificate No. **56** of **1993**

**3. TERMS OF RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND
EASEMENT TO DRAIN WATER VARIABLE WIDTH THIRDLY REFERRED
TO IN ABOVEMENTIONED PLAN.**

Right of Carriageway as set out in PART I of SCHEDULE VIII of the CONVEYANCING ACT,
1919, and

Easement to Drain Water as set out in PART III of SCHEDULE VIII of the CONVEYANCING
ACT, 1991 with the following addition:-

Full and free right for every person who is at any time entitled to an estate or interest in
possession in the lot hereby benefited or any part thereof with which the right shall be capable
of enjoyment, and every person authorised by him to make, layout, construct, erect, install,
carry, maintain and use through, above, on and under that part of the lot hereby burdened all
drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide
and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic
services to and from the lot hereby benefited provided that the said drains, pipes, conduits,
poles, wire and/or other equipment and materials shall be laid in such position so as to
cause as little interference as possible with the Right of Carriageway hereby reserved together
with the right for the grantee and every person authorised by him, with any tools, implements
or machinery necessary for the purpose to enter upon that part of the lot hereby burdened
and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing,
repairing, maintaining or renewing such equipment or any part thereof and for any of the
aforesaid purposes to open the soil of that part of the lot hereby burdened to such extent as
may be necessary provided that the grantee and the persons authorised by him will take all
reasonable precautions to ensure as little disturbance as possible to the surface of the lot
hereby burdened and/or free access to the lot hereby benefited and will restore without delay
that surface as nearly practicable to its original condition.

Approved by The Council of the Shire of Sutherland


Council Clerk

REGISTERED



28-7-1993

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

Lengths are in Metres.

(Sheet 5 of 9 Sheets)

PART 2.

Plan: **D.P. 270041**

Plan of Subdivision of
Lots 60, 61 and 62 in
DP. 270041.
covered by Council Clerk's
Certificate No. **56** of **1993**

4. TERMS OF RESTRICTION ON USE FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN.

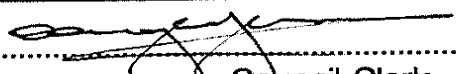
(a) For a period of three (3) years following the date of registration of this Instrument no building works or building shall be commenced, erected or be permitted to be commenced or remain erected on any lot burdened without the detailed building plans, elevations and specifications relating only to its external appearance and position having first been submitted to and approved in writing by T.M. Burke Pty Limited who shall promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building and shall have an absolute discretion to refuse or give approval subject to conditions, without being obliged to furnish reasons for any such decision on conditions. At the expiration of the three (3) years referred to above these rights and obligations in total shall revert to the Executive Committee of the Community Association of D.P.

(b) No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.

Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

(c) Not more than one main building shall be erected on each lot burdened and such building shall only be used for single residential dwelling purposes PROVIDED ALWAYS HOWEVER that where The Council of the Shire of Sutherland Code for Dual Occupancy Development permits the erection of a dual occupancy dwelling on any lot burdened then such a dual occupancy dwelling may only be erected in addition to the main building on such lot strictly in accordance with the said Code and that in such cases any and all references in this Instrument to "main building" shall be deemed to include and refer to any such permitted dual occupancy dwelling.

Approved by The Council of the Shire of Sutherland


.....
Council Clerk

REGISTERED



28.7.1993

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

Lengths are in Metres.

(Sheet 6 of 9 Sheets)

PART 2.

Plan: D.P. 270041

Plan of Subdivision of
Lots 60, 61 and 62 in
DP. 270041.
covered by Council Clerk's
Certificate No. 56 of 1993

(d) No main building shall be erected or be permitted to remain erected on any lot burdened, having an area of greater than five hundred (500) square metres unless such main building has an overall floor area greater than one hundred and forty (140) square metres exclusive of car accomodation, external landing and patios.

(e) No main building shall be erected or be permitted to remain erected on any lot burdened having an area less than five hundred (500) square metres unless such main building has an overall floor area greater than one hundred and fifteen (115) square metres exclusive of car accomodation, external landings and patios.

(f) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.

(g) No structure of a temporary nature, basement, tent, shack, garage, trailer camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

(h) Any building erected on each lot burdened shall have a roof of either terracotta tile, cement tile, slate or shingle. The use of any other material for roofing shall require the prior written approval of T.M. Burke Pty Limited. At the expiration of three (3) years from the date of registration of this plan the right of T.M. Burke Pty Limited shall revert to the Executive Committee of the Community Association of D.P.

(i) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of T.M. Burke Pty. Limited and T.M. Burke Pty. Limited shall have the right to remove any such sign or signs without notice. This consent shall not be required for a sign advertising the sale of an existing house as long as it does not have a surface area greater than one and one half (1.5) square metres.

(j) Fencing shall be only of lapped and capped treated timber with top lattice insert as detailed in Annexure E of the Management Statement Sheet 33.

Approved by The Council of the Shire of Sutherland

.....

Council Clerk

REGISTERED



28-7-1993

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

Lengths are in Metres.

(Sheet 7 of 9 Sheets)

PART 2.

Plan: D.P. 270041

Plan of Subdivision of
Lots 60, 61 and 62 in
DP. 270041.
covered by Council Clerk's
Certificate No. 56 of 1993

(k) No fence shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the responsible Shire Municipal or City Council provided that in the case of a corner lot this restriction shall only apply to one street frontage.

(l) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by T.M. Burke Pty. Limited without the consent of T.M. Burke Pty. Limited but such consent shall not be withheld if such fence is erected without expense to T.M. Burke Pty. Limited provided that this restriction shall remain in force only during such time as T.M. Burke Pty. Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.

(m) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

(n) In these restrictions on use:

"T.M. Burke Pty. Limited" shall mean T.M. Burke Pty. Limited its successors nominees or assigns other than purchases on sale.

"the Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

(o) The person having the right to release, vary or modify these restrictions is T.M. Burke Pty. Limited for such period as it is the Registered Proprietor of any land in the Plan or for a period of three (3) years from the date of registration of the plan whichever is the later. At the expiration of this period this right shall in full revert to the Executive Committee of the Community Association of D.P.270041.

Approved by The Council of the Shire of Sutherland


.....
Council Clerk

REGISTERED



28-7-1993

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

Lengths are in Metres.

(Sheet 8 of 9 Sheets)

PART .2.

Plan: D.P. 270041

Plan of Subdivision of
Lots 60, 61 and 62 in
DP. 270041.
covered by Council Clerk's
Certificate No. 56 of 1993

5. TERMS OF RESTRICTION ON USE FIFTHLY REFERRED TO
IN ABOVEMENTIONED PLAN.

(a) No excavation of any type or for any purpose shall take place on the lot hereby burdened without the prior approval of The Council of the Shire of Sutherland except where such excavation is for the supply of telephone, gas, electricity or water services for the construction of household drainage and sewerage services nor shall any filling be placed on the lot hereby burdened without the prior approval of The Council of the Shire of Sutherland and such approval for excavation and/or filling shall only be given in conjunction with the approval of a Building Application for the lot hereby burdened.

(b) No slab on ground construction shall be permitted upon the lot hereby burdened unless it can be demonstrated to The Council of the Shire of Sutherland that the depth of the cut and fill levels will not exceed zero point six (0.6) metres.

6. TERMS OF POSITIVE COVENANT SIXTHLY REFERRED TO IN
ABOVEMENTIONED PLAN.

The telephone lead-in pipe shall be placed in the same trench as the electrical power lead-in. Telecom Australia is to be given at least 72 hours notice that the common lead-in trench has been excavated to allow the telephone lead-in plant to be installed in this trench. Notification is to be given to the Telecom Area Supervisor on Telephone No. - 543 1202.

Approved by The Council of the Shire of Sutherland


Council Clerk

REGISTERED



28-7-1993

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

Lengths are in Metres.

(Sheet 9 of 9 Sheets)

PART 2.

Plan: D.P. 270041

Plan of Subdivision of
Lots 60, 61 and 62 in
DP. 270041.
covered by Council Clerk's
Certificate No. 56 of 1993

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY
EASEMENT TO DRAIN WATER 1.3 WIDE FIRSTLY,
EASEMENT TO DRAIN WATER 1.0 WIDE SECONDLY,
RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND
EASEMENT TO DRAIN WATER VARIABLE WIDTH THIRDLY
REFERRED TO IN ABOVEMENTIONED PLAN.

The Council of the Shire of Sutherland.

The common seal of
T.M. BURKE PTY. LIMITED
A.C.N. 004 111 666
was hereunto affixed by authority
of the Board of Directors previously
given and in the presence of:



[Signature]
.....
Director

[Signature]
.....
Secretary

METWAY LEASING LIMITED
A.C.N. 002 977 237

Signed for and on behalf of
by its Attorneys DAVID WILLIAM TINDALL DAVID AYLMER
who hereby states that they have not received any notice of the revocation of Power of
Attorney registered No. 552 Book 3860 Miscellaneous register under the authority of
which they now execute the within document.
Dated at Sydney this 19TH day of JULY 1993
Signed in my presence by the said
DAVID WILLIAM TINDALL DAVID AYLMER
who are personally known to me
[Signature] *[Signature]*
Attorney

Approved by The Council of the Shire of Sutherland

[Signature]
.....
Council Clerk

REGISTERED  28.7.1993

COMMUNITY PLAN OF SUBDIVISION. FOR TOTAL NUMBER OF SHEETS. SEE COVER SHEET.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTION ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919
(Lengths are in metres)

Sheet 1 of 3

PART 1

Plan: **DP 270041**

Subdivision of Lot 23 DP270041 covered by Council Clerk's Certificate Number **112** of **1994**

Full name and address of the proprietor of the land:

T. M. Burke Pty Limited
Level 2, 242 Beecroft Road
EPPING NSW 2121

1. Identity of easement firstly referred to in abovementioned plan. Easement for overhang 0.82 wide

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

<u>Lots Burdened</u>	<u>Lots or Authority Benefited</u>
89	90
90	89

2. Identity of easement secondly referred to in abovementioned plan. Easement for overhang 0.33 wide

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

<u>Lots Burdened</u>	<u>Lots or Authority Benefited</u>
89	90

3. Identity of easement thirdly referred to in abovementioned plan. Easement to drain water 1.3 wide

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

<u>Lots Burdened</u>	<u>Lots or Authority Benefited</u>
89	90

4. Identity of restriction fourthly referred to in abovementioned plan. Restrictions on the use of land (B)

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

<u>Lots Burdened</u>	<u>Lots or Authority Benefited</u>
89,90	Telecom Australia

5. Identity of easement fifthly referred to in abovementioned plan. Right of Carriageway 2 wide & variable

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

<u>Lots Burdened</u>	<u>Lots or Authority Benefited</u>
89	90
90	89

Approved by Sutherland Shire Council

[Signature]
Council Clerk

[Signatures]

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

(Lengths are in metres)

Sheet 2 of 3

Plan: **DP 270041**

PART 2

Subdivision of Lot 23 DP270041
covered by Council Clerk's
Certificate Number **112** of **1994**

Full name and address of
the proprietor of the land:

T. M. Burke Pty Limited
Level 2, 242 Beecroft Road
EPPING NSW 2121

1. TERMS OF EASEMENT FOR OVERHANG FIRSTLY AND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

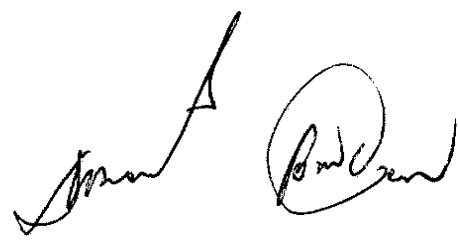
An easement to allow the continued existence of encroaching roof structure in respect thereof together with full and free right and liberty from time to time and at all reasonable times to inspect the condition of and to cleanse maintain, mend, replace, and/or repair any part of parts of the said encroaching roof structure and foundations as shown in the abovementioned plan for such purposes or any of them at all reasonable times with surveyors, workmen, materials, machinery and implements and other persons and things to enter into and upon the land hereby burdened and to bring and place and leave thereon and/or to remove therefrom all necessary materials, machinery, implements and things and to do all such acts and things as may be deemed by the dominant tenement to be necessary for such purposes or any of them and to erect scaffolding structures and other materials to preserve and waterproof any part of the said encroaching roof structure and foundations which may at any time be damaged or destroyed **PROVIDED THAT** the dominant tenement and the person authorised by the dominant tenement will take all reasonable precautions to ensure as little disturbance as possible to the party wall and will restore that surface as nearly as practicable to its former state and condition within a reasonable time after carrying out any of the aforesaid acts and things. And the registered proprietor for the time being of the land hereby burdened shall not do, permit, or suffer any act, matter, deed or thing whereby the said encroaching roof structure and foundations shall or shall be likely to become injured or damaged or whereby the dominant tenement shall be prevented from or hampered in constructing, maintaining, mending or repairing the said encroaching roof structure and foundations or any part or parts thereof **AND THAT** if the servient tenement shall do permit or suffer anything which shall interfere with the encroaching roof structure and foundations in any way, the servient tenement will forthwith at the expense of the servient tenement properly and substantially repair and make good all such injury or damage and do all things necessary or expedient for the purposes aforesaid or any of them **AND THAT** in default of the servient tenement doing so, the dominant tenement shall be at liberty to remedy such default and to do and execute all such things as shall be necessary in that behalf and may recover from the registered proprietor for the time being of the land so burdened, the costs thereof.

2. TERMS OF RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Underground telephone service shall not be provided unless the telephone lead-in pipe is placed in the same trench as the power lead-in. Telecom Australia is to be given at least 72 hours notice that the common lead-in trench has been excavated for the telephone lead-in construction to be installed in this trench. Notification is to be telephoned to the Area Supervisor on telephone 534-3366.

Approved by Sutherland Shire Council


Council Clerk



REGISTERED  **9.11.1994**

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

(Lengths are in metres)

Sheet 3 of 3

Plan: **DP 270041**

Subdivision of Lot 23 DP270041
covered by Council Clerk's
Certificate Number *112* of *1994*

Full name and address of
the proprietor of the land:

T. M. Burke Pty Limited
Level 2, 242 Beecroft Road
EPPING NSW 2121

NAME OF PERSON OR AUTHORITY WHO HAS THE POWER TO ADMINISTER RELEASE VARY OR MODIFY THE TERMS OF THE RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN
Telecom Australia

NAME OF PERSON OR AUTHORITY WHO HAS THE POWER TO ADMINISTER RELEASE VARY OR MODIFY THE TERMS OF THE EASEMENT THIRDLY AND RIGHT OF CARRIAGEWAY FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN
Sutherland Council

Approved by Sutherland Shire Council

Obneyman
.....
Council Clerk

(5962/88B)

The Common Seal of T. M. BURKE
PTY LTD was herunto affixed
in pursuance to a resolution of the Board
of Directors and in the presence of:

[Signature]
.....
Secretary



[Signature]
.....
DIRECTOR

REGISTERED  *9.11.1994*

NOTE : THIS INSTRUMENT IS AFFECTED BY A
COMMUNITY PLAN OF SUBDIVISION. FOR
TOTAL NUMBER OF SHEETS SEE 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)

Sheet 1 of 3

Plan: **DP270041**

PART 1

Subdivision of Lot 63 DP270041
covered by Council Clerk's
Certificate Number **114** of **1994**

Full name and address of
the proprietor of the land:

T. M. Burke Pty Limited
Level 2, 242 Beecroft Road
EPPING NSW 2121

1. Identity of easement
firstly referred to in
abovementioned plan.

Easement for overhang variable width

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened
95

Lots or Authority Benefited
96

2. Identity of easement
secondly referred to in
abovementioned plan

Easement for overhang 0.76 wide

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened
96

Lots or Authority Benefited
95

3. Identity of restriction
thirdly referred to in
abovementioned plan

Restriction on the use of land (c)

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened
95,96

Lots or Authority Benefited
Telecom Australia

4. Identity of easement
fourthly referred to in
abovementioned plan

Easement to drain water 1 wide

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened
95

Lots or Authority Benefited
96

Approved by Sutherland Shire Council

[Signature]
Council Clerk

REGISTERED  10/11/1994

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

(Lengths are in metres)

Sheet 2 of 3

PART 2

Plan: **DP 270041**

Subdivision of Lot 63 DP270041
covered by Council Clerk's
Certificate Number **114** of **1994**

Full name and address of
the proprietor of the land:

T. M. Burke Pty Limited
Level 2, 242 Beecroft Road
EPPING NSW 2121

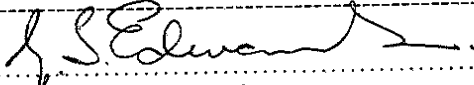
1. TERMS OF EASEMENT FIRSTLY AND SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN

An easement to allow the continued existence of encroaching roof structure in respect thereof together with full and free right and liberty from time to time and at all reasonable times to inspect the condition of and to cleanse maintain, mend, replace, and/or repair any part of parts of the said encroaching roof structure and foundations as shown in the abovementioned plan for such purposes or any of them at all reasonable times with surveyors, workmen, materials, machinery and implements and other persons and things to enter into and upon the land hereby burdened and to bring and place and leave thereon and/or to remove therefrom all necessary materials, machinery, implements and things and to do all such acts and things as may be deemed by the dominant tenement to be necessary for such purposes or any of them and to erect scaffolding structures and other materials to preserve and waterproof any part of the said encroaching roof structure and foundations which may at any time be damaged or destroyed PROVIDED THAT the dominant tenement and the person authorised by the dominant tenement will take all reasonable precautions to ensure as little disturbance as possible to the party wall and will restore that surface as nearly as practicable to its former state and condition within a reasonable time after carrying out any of the aforesaid acts and things. And the registered proprietor for the time being of the land hereby burdened shall not do, permit, or suffer any act, matter, deed or thing whereby the said encroaching roof structure and foundations shall or shall be likely to become injured or damaged or whereby the dominant tenement shall be prevented from or hampered in constructing, maintaining, mending or repairing the said encroaching roof structure and foundations or any part or parts thereof AND THAT if the servient tenement shall do permit or suffer anything which shall interfere with the encroaching roof structure and foundations in any way, the servient tenement will forthwith at the expense of the servient tenement properly and substantially repair and make good all such injury or damage and do all things necessary or expedient for the purposes aforesaid or any of them AND THAT in default of the servient tenement doing so, the dominant tenement shall be at liberty to remedy such default and to do and execute all such things as shall be necessary in that behalf and may recover from the registered proprietor for the time being of the land so burdened, the costs thereof.

2. TERMS OF RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Underground telephone service shall not be provided unless the telephone lead-in pipe is placed in the same trench as the power lead-in. Telecom Australia is to be given at least 72 hours notice that the common lead-in trench has been excavated for the telephone lead-in construction to be installed in this trench. Notification is to be telephoned to the Area Supervisor on telephone 534-3366.

Approved by Sutherland Shire Council


Council Clerk

REGISTERED  **10/11/1994**

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

(Lengths are in metres)

Sheet 3 of 3

Plan: **DP 270041**

Subdivision of Lot 63 DP270041
covered by Council Clerk's
Certificate Number **114** of **1994**

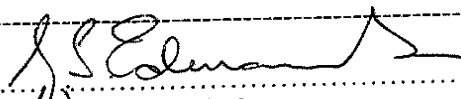
Full name and address of
the proprietor of the land:

T. M. Burke Pty Limited
Level 2, 242 Becroft Road
EPPING NSW 2121

NAME OF PERSON OR AUTHORITY WHO HAS THE POWER TO ADMINISTER RELEASE
VARY OR MODIFY THE TERMS OF THE RESTRICTION THIRDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN
Telecom Australia

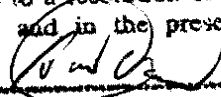
NAME OF PERSON OR AUTHORITY WHO HAS THE POWER TO ADMINISTER RELEASE
VARY OR MODIFY THE TERMS OF THE EASEMENT FOURTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN
Sutherland Council

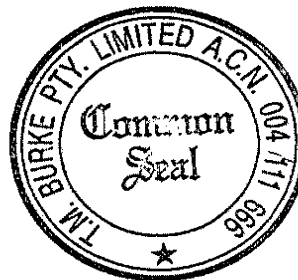
Approved by Sutherland Shire Council

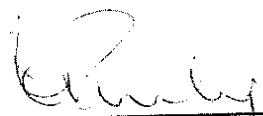

Council Clerk

(8816/5018)

The Common Seal of T.M. BURKE
PTY LIMITED was hereto affixed
in pursuance to a resolution of the Board
of Directors and in the presence of:

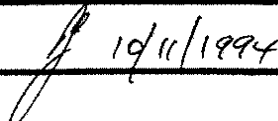

Secretary




DIRECTOR

REGISTERED





NOTE. THIS INSTRUMENT IS AFFECTED BY A COMMUNITY PLAN OF SUBDIVISION, FOR TOTAL NUMBER OF SHEETS SEE COVER SHEET.

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

Lengths are in metres. (Sheet 1 of 1 sheet)

PART 1.

PLAN: DP270041 Plan of subdivision in Lot 69 in Deposited Plan 270041 covered by Council Clerk's Certificate No.125/94.

Full name and address of proprietors of the land. Vladimir Novakovic and Anka Novakovic of 6 Bandalong Crescent, BANGOR.NSW.2234.

Identity of easement firstly referred to in abovementioned plan. Right of carriageway variable width.

Schedule of Lots etc. affected.

<u>Lots burdened</u>	<u>Lots benefited</u>
691 99	692 100
692 100	691 99

PART 2.

Sutherland Shire Council shall have the right to release vary or modify the above Right of Carriageway.

Signed in my presence by Vladimir Novakovic and Anka Novakovic who are personally known to me.

Signature of Witness.

Maree Sheather

Name of Witness (BLOCK LETTERS)
LUCILLE MAREE SHEATHER

Registered Proprietors

V. Novakovic

Address and Occupation of Witness.
BANK OFFICER, STATE BANK 150 GEORGE ST
PARARAMATA
Approved by The Council of Sutherland Shire

Novakovic

STATE BANK OF NEW SOUTH WALES being a mortgagee of the land within described hereby consents to this SUBDIVISION

G. Breyman
.....
GENERAL MANAGER.

Signed in my presence by State Bank of New South Wales by its Attorney

GARY WAYNE FISH

(Full name of Attorney - block letters) who is personally known to me

Maree Sheather

Witness

STATE BANK OF NEW SOUTH WALES by its Attorney pursuant to power of attorney book 3781 number 668

and I declare that I have no notice of the revocation of the said power of attorney

[Signature]
Signature

Branch Manager

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

Lengths are in Metres.

(Sheet 1 of 4 Sheets)

PART 1.

Plan:

DP 270041

Plan of Subdivision of
Lot 22 in DP.270041
covered by Council Clerk's
Certificate No. 108
of 1994

Full name and address of
proprietor of the land.

Peter Williams
& Patricia Mary Williams
3/2 Rossi Street
SOUTH HURSTVILLE NSW 2221.

1. Identity of Easement
firstly referred to
in abovementioned plan.

Right of Carriageway
3.28 wide

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Lots Benefited.

93
94

94
93

2. Identity of Easement
secondly referred to
in abovementioned plan.

Easement for Services
3.28 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Lots Benefited.

93
94

94
93

Approved by The Sutherland Shire Council


.....
Council Clerk

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

Lengths are in Metres.

(Sheet 2 of 4 Sheets)

PART 1.

Plan:

DP 270041

Plan of Subdivision of
Lot 22 in DP.270041
covered by Council Clerk's
Certificate No. 108
of 1994

3. Identity of Easement
thirdly referred to
in abovementioned plan.

Easement to Drain Water
1.3 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

93

Lots Benefited.

94

Approved by The Sutherland Shire Council


Council Clerk

REGISTERED



23.12.1994

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

Lengths are in Metres.

(Sheet 3 of 4 Sheets)

PART 2.

Plan: DP 270041

Plan of Subdivision of
Lot 22 in DP.270041
covered by Council Clerk's
Certificate No. 108
of 1994

1. TERMS OF RIGHT OF CARRIAGEWAY 3.28 WIDE FIRSTLY REFERRED TO IN
ABOVENTIONED PLAN.

Right of Carriageway as set out in PART 1 of SCHEDULE VIII OF THE CONVEYANCING ACT,
1919.

2. TERMS OF EASEMENT FOR SERVICES 3.28 WIDE SECONDLY REFERRED TO IN
ABOVENTIONED PLAN.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lot hereby benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, layout, construct, erect, install, carry, maintain and use through, above, on and under that part of the lot hereby burdened all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic services to and from the lot hereby benefited provided that the said drains, pipes, conduits, poles, wire and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the Right of Carriageway hereby reserved together with the right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose to enter upon that part of the lot hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof and for any of the aforesaid purposes to open the soil of that part of the lot hereby burdened to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot hereby burdened and/or free access to the lot hereby benefited and will restore without delay that surface as nearly as practicable to its original condition.

Approved by The Sutherland Shire Council

.....

Council Clerk

REGISTERED



23.12.1994

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

Lengths are in Metres.

(Sheet 4 of 4 Sheets)

PART 2.

Plan:

DP 270041

Plan of Subdivision of
Lot 22 in DP.270041
covered by Council Clerk's
Certificate No. 108
of 1994

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY
RIGHT OF CARRIAGEWAY 3.28 WIDE FIRSTLY,
EASEMENT FOR SERVICES 3.28 WIDE SECONDLY, AND
EASEMENT TO DRAIN WATER 1.3 WIDE THIRDLY REFERRED TO
IN ABOVEMENTIONED PLAN.

The Sutherland Shire Council.

Signed in my presence by

PETER WILLIAMS

PATRICIA MARY WILLIAMS

PM Williams
.....
PM Williams
Proprietor

who is personally known to me

[Signature]
.....
Signature of Witness

OLIVE FARRER
.....
Name of Witness

Approved by The Sutherland Shire Council

[Signature]
.....
Council Clerk

REGISTERED  23.12.1994

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

Lengths are in Metres.

(Sheet 1 of 4 Sheets)

PART 1.

Plan: DP 270041

Plan of Subdivision of
Lot 25 in DP.270041
covered by Council Clerk's
Certificate No. 144
of 1994

Full name and address of
proprietor of the land.

Craig Anthony Dollimore
& Darren Ashley Dollimore
138 Cottenham Avenue
KINGSFORD NSW 2032.

1. Identity of Easement
firstly referred to
in abovementioned plan.

Right of Carriageway
3.28 wide

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

91
92

Lots Benefited.

92
91

2. Identity of Easement
secondly referred to
in abovementioned plan.

Easement for Services
3.28 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

91
92

Lots Benefited.

92
91

Approved by The Sutherland Shire Council


.....
Council Clerk

REGISTERED



// 9/1/1995

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

Lengths are in Metres.

(Sheet 2 of 4 Sheets)

PART 1.

Plan:

DP 270041

Plan of Subdivision of
Lot 25 in DP.270041
covered by Council Clerk's
Certificate No. 144
of 1994

3. Identity of Easement
thirdly referred to
in abovementioned plan.

Easement to Drain Water
1.3 Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

91

Lots Benefited.

92

Approved by The Sutherland Shire Council

Abreyman
Council Clerk

REGISTERED



9/11/1995

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

Lengths are in Metres.

(Sheet 3 of 4 Sheets)

PART 2.

Plan:

DP 270041

Plan of Subdivision of
Lot 25 in DP.270041
covered by Council Clerk's
Certificate No. 144
of 1994

1. TERMS OF RIGHT OF CARRIAGEWAY 3.28 WIDE FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN.

Right of Carriageway as set out in PART 1 of SCHEDULE VIII OF THE CONVEYANCING ACT,
1919.

2. TERMS OF EASEMENT FOR SERVICES 3.28 WIDE SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lot hereby benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, layout, construct, erect, install, carry, maintain and use through, above, on and under that part of the lot hereby burdened all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic services to and from the lot hereby benefited provided that the said drains, pipes, conduits, poles, wire and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the Right of Carriageway hereby reserved together with the right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose to enter upon that part of the lot hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof and for any of the aforesaid purposes to open the soil of that part of the lot hereby burdened to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot hereby burdened and/or free access to the lot hereby benefited and will restore without delay that surface as nearly as practicable to its original condition.

Approved by The Sutherland Shire Council

.....
[Signature]
Council Clerk

REGISTERED



9/1/1995

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

Lengths are in Metres.

(Sheet 4 of 4 Sheets)

PART 2.

Plan:

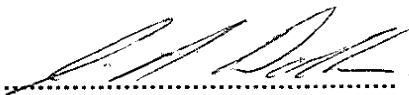
DP 270041

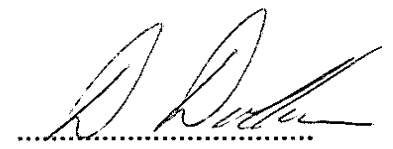
Plan of Subdivision of
Lot 25 in DP.270041
covered by Council Clerk's
Certificate No. 144
of 1994

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY
RIGHT OF CARRIAGEWAY 3.28 WIDE FIRSTLY,
EASEMENT FOR SERVICES 3.28 WIDE SECONDLY, AND
EASEMENT TO DRAIN WATER 1.3 WIDE THIRDLY REFERRED TO
IN ABOVEMENTIONED PLAN.

The Sutherland Shire Council.

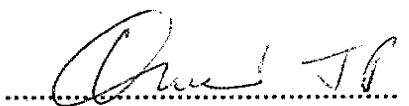
Signed in my presence by





Proprietor

who is personally known to me



Signature of Witness

DENIS JOHN McLOON JP

Name of Witness

State Bank of New South Wales Limited (A.C.N. 003 933 220) being
a mortgagee of the land within described hereby consents to this

SUBDIVISION

Signed in my presence by
State Bank of New South Wales Limited
by its Attorney

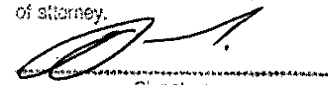
State Bank of New South Wales Limited
by its Attorney pursuant to power of
attorney book 3781 number 668
and I declare that I have no notice
of the revocation of the said power
of attorney.

BROOKS HOWARD PEARSON

(Full name of Attorney - block
letters) who is personally known to
me.



Witness



Signature

Title *MANAGER*

Approved by The Sutherland Shire Council


Council Clerk

REGISTERED  # 9/1/1995

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

(Lengths are in metres)

Sheet 1 of 3

Plan: **DP 270041**

PART 1

Subdivision of Lot 59 DP270041 covered by Council Clerk's Certificate Number *26* of *1995*

Full name and address of the proprietor of the land:

T.M. BURKE PTY LIMITED
LEVEL 2 242 BEECROFT RD.
EPPING 2121

-
- 1. Identity of easement firstly referred to in abovementioned plan. Easement for overhang 0.05 wide and variable

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

<u>Lots Burdened</u>	<u>Lots or Authority Benefited</u>
98	97

-
- 2. Identity of easement secondly referred to in abovementioned plan. Easement to drain water variable width

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

<u>Lots Burdened</u>	<u>Lots or Authority Benefited</u>
97	98
98	97

-
- 3. Identity of restriction thirdly referred to in abovementioned plan. Restriction on the use of land

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

<u>Lots Burdened</u>	<u>Lots or Authority Benefited</u>
97,98	Telecom

Approved by Sutherland Shire Council

[Signature]
Council Clerk

REGISTERED  23.3.1995

[Handwritten signature]

[Handwritten signature]

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

(Lengths are in metres)

Sheet 2 of 3

Plan: **DP 270041**

PART 2

Subdivision of Lot 59 DP270041 covered by Council Clerk's Certificate Number **26** of **1995**

Full name and address of the proprietor of the land:

**T.M. BURKE PTY LIMITED
LEVEL 2 242 BEECROFT RD.
EPPING 2121**

1. TERMS OF EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN

An easement to allow the continued existence of encroaching roof structure in respect thereof together with full and free right and liberty from time to time and at all reasonable times to inspect the condition of and to cleanse maintain, mend, replace, and/or repair any part of parts of the said encroaching roof structure and foundations as shown in the abovementioned plan for such purposes or any of them at all reasonable times with surveyors, workmen, materials, machinery and implements and other persons and things to enter into and upon the land hereby burdened and to bring and place and leave thereon and/or to remove therefrom all necessary materials, machinery, implements and things and to do all such acts and things as may be deemed by the dominant tenement to be necessary for such purposes or any of them and to erect scaffolding structures and other materials to preserve and waterproof any part of the said encroaching roof structure and foundations which may at any time be damaged or destroyed **PROVIDED THAT** the dominant tenement and the person authorised by the dominant tenement will take all reasonable precautions to ensure as little disturbance as possible to the party wall and will restore that surface as nearly as practicable to its former state and condition within a reasonable time after carrying out any of the aforesaid acts and things. And the registered proprietor for the time being of the land hereby burdened shall not do, permit, or suffer any act, matter, deed or thing whereby the said encroaching roof structure and foundations shall or shall be likely to become injured or damaged or whereby the dominant tenement shall be prevented from or hampered in constructing, maintaining, mending or repairing the said encroaching roof structure and foundations or any part or parts thereof **AND THAT** if the servient tenement shall do permit or suffer anything which shall interfere with the encroaching roof structure and foundations in any way, the servient tenement will forthwith at the expense of the servient tenement properly and substantially repair and make good all such injury or damage and do all things necessary or expedient for the purposes aforesaid or any of them **AND THAT** in default of the servient tenement doing so, the dominant tenement shall be at liberty to remedy such default and to do and execute all such things as shall be necessary in that behalf and may recover from the registered proprietor for the time being of the land so burdened, the costs thereof.

Approved by Sutherland Shire Council

[Signature]
Council Clerk

[Handwritten signature]

REGISTERED  *[Handwritten mark]* 23.3.1995

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

(Lengths are in metres)

Sheet 3 of 3

PART 2

Plan: **DP 270041**

Subdivision of Lot 59 DP270041 covered by Council Clerk's Certificate Number **26** of **1995**

Full name and address of the proprietor of the land:

**T. M. BURKE PTY LIMITED
LEVEL 2 242 BEECROFT RD
EPPING 2121**

2. TERMS OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through the land herein indicated as the servient tenement together with the right **ONLY TO USE**, for the purposes of the easement any roofing, guttering or downpipes already erected upon the servient tenement and any line of pipes already laid within the servient tenement in accordance with building and hydraulic plans approved by Sutherland Council, Development Consent No. 1160/93 for the purpose of draining water or any roofing, guttering, downpipe or downpipes, pipe or pipes in replacement or in substitution therefore together with the right to enter upon the servient tenement and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining, renewing and laying such roofing, guttering, downpipes and pipeline or any parts thereof and for the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the servient tenement and will restore any disturbed surface as nearly as practicable to its original condition.

3. TERMS OF RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Underground telephone service shall not be provided unless the telephone lead-in pipe is placed in the same trench as the power lead-in. Telecom Australia is to be given at least 72 hours notice that the common lead-in trench has been excavated for the telephone lead-in construction to be installed in this trench. Notification is to be telephoned to the Area Supervisor on telephone 534-3366.

NAME OF PERSON OR AUTHORITY WHO HAS THE POWER TO ADMINISTER RELEASE VARY OR MODIFY THE TERMS OF THE EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN
Sutherland Shire Council

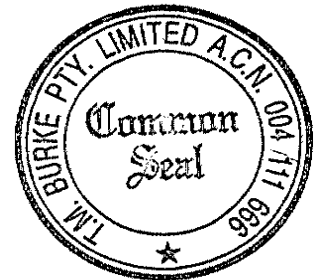
Approved by Sutherland Shire Council

Honeyman
Council Clerk

The Common Seal of **T. M. BURKE PTY LIMITED** was hereto affixed in pursuance to a resolution of the Board of Directors and in the presence of:

[Signature]
Secretary

[Signature]
DIRECTOR



REGISTERED  *[Signature]* 23.3.1995

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-64.

PART 1

Plan	Subdivision of lot 39 in D.P. 270041 covered by Council's Certificate No..... ⁵⁰of..... ¹⁹⁹⁵
DP 270041	
Full names and address of the Registered Proprietors of the land.	Gregory David Taylor and Elizabeth Constance Taylor of 6/178 Greenacre Road, Bankstown. 2200.
Identity of Easement firstly referred to in abovementioned plan.	Easement for Support 0.23 wide.

SCHEDULE OF LOTS AFFECTED

<u>Lot Burdened</u>	<u>Lot Benefited</u>
391 103	392 104
392 104	391 103

PART 2

Terms of Easement firstly referred to in abovementioned plan.

Full and free right for the person in whose favour this easement is created and every person authorised by him from time to time and at all times hereafter to enter, go upon, return, pass and repass, in, through, along, on, over the servient tenement and the immediate vicinity thereof and to use the servient tenement for the purpose of maintaining thereon a brick wall and its foundations to serve as a support for the building erected on the dominant tenement, its adjoining walls, roof eaves and gutter and to use at all times hereafter for the purpose of giving support as aforesaid AND the registered proprietor for himself and his successors in title covenants that he will not use or permit to be used the servient tenement in any manner or for any purpose which may affect or have a tendency to affect the stability of the said brick wall as a support for the building, its adjoining walls and roof as aforesaid and will not do nor suffer to be done any act or thing which may injure or damage the said wall or in any way impair its efficiency and if he should do or suffer to be done any act or thing which may in any way injure, damage or impair the said brick wall he will at his own expense properly and substantially repair and make good all such injuries and damage.

SIGNED in my presence by)
 Gregory David Taylor and) *G. D. Taylor*
 Elizabeth Constance Taylor) proprietor.
 who are personally known to me.) *E. C. Taylor*
) proprietor.

[Signature]
.....
witness

Sutherland Shire Council

[Signature]
for General Manager




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

Lengths are in metres

Sheet 1 of 2 sheets

Plan:

~~DP 873771~~ 

DP 270041

Subdivision of Lot 7 in
Deposited Plan 270041
covered by Council Clerk's
Certificate No 49/98 of

Proprietors:

ADAM ANDREW WYLIE
JODI ANNE WYLIE
42 Carter Road
MENA NSW 2234

P A R T 1

1. Identity of Easement firstly
referred to in abovementioned plan:

Easement for Services
1 wide

Schedule of lots, etc affected

Lots burdened

Lots, name of road or Authority benefited

XW
101

102

2. Identity of Easement secondly
referred to in abovementioned plan:

Easement to Drain Water
1.3 wide

Schedule of lots, etc affected

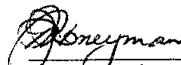
Lots burdened


Lots, name of road or Authority benefited

XW
101

102

APPROVED BY THE COUNCIL OF SUTHERLAND SHIRE


Authorized Person

REGISTERED  19-1-1998

XW Jodie Wylie

~~DP 873771~~



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

Lengths are in metres

Sheet 2 of 2 sheets

Plan: DP 270041

Subdivision of Lot 7 in
Deposited Plan 270041
covered by Council Clerk's
Certificate No 49/98 of

Proprietors:

ADAM ANDREW WYLIE
JODI ANNE WYLIE
42 Carter Road
MENA NSW 2234

P A R T 2

1. Terms of Easement for Services firstly referred to in abovementioned plan:

An easement for services with full and free right liberty and licence for the Registered Proprietor of the land having the benefit of this easement and its successors to erect construct place repair renew maintain use and remove underground pipes wires conduits cables telephone cables gas pipes underground electricity transmission mains wires cables and ancillary works for the provision of services to the land benefited by this easement and for the purposes incidental thereto under and along the said easement and for the purpose of the erection construction and placement of the said pipes conduits mains wires cables and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things and the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface under-surface or sub-soil thereof without permission in writing being first had and obtained.

NAME OF AUTHORITY empowered to release vary or modify the Easement for Services firstly referred to in abovementioned plan:

N THE REGISTERED PROPRIETOR OF LOT 2 AND SUTHERLAND SHIRE COUNCIL

NAME OF AUTHORITY empowered to release vary or modify the Easement to Drain Water secondly referred to in abovementioned plan:

THE COUNCIL OF THE SHIRE OF SUTHERLAND - The cost and expense of any release variation or modification shall be borne by the person or corporation requesting the same in all respects.

Witness to the execution of
this instrument by the said
A.C.M. on 19-1-1998
by its duly constituted Attorneys,
JUDITH NEVILL BROWN

NANNY GULLERD
Power of Attorney dated 18th April
1996 Registered Number 3rd Base 4181
who are personally known to me.

APPROVED BY THE COUNCIL OF SUTHERLAND SHIRE

Authorized Person

REGISTERED  19-1-1998

DP270041

MANAGEMENT STATEMENT

COMMUNITY MANAGEMENT STATEMENT

FOREST GLEN ESTATE

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

REGISTERED  6.5.1993

COMMUNITY MANAGEMENT STATEMENT DP270041

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DP270041

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REGISTERED  6.5.1993



FORM 28

DP270041

COMMUNITY LAND DEVELOPMENT ACT 1989
COMMUNITY LAND MANAGEMENT ACT 1989

COMMUNITY MANAGEMENT STATEMENT

WARNING

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

This Management Statement should be read with reference to Part 6.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the essence or theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association in accordance with section 17(2) of the Community Land Management Act 1989.

BY-LAW 1 ARCHITECTURAL AND LANDSCAPE STANDARDS

- 1.1 The Community Association shall prescribe Architectural Standards and Landscape Standards in respect of the Community Parcel.
- 1.2 The Architectural Standards and Landscape Standards prescribed by the Community Association pursuant to By-Law 1.1 shall require the prior written approval of the Original Proprietor for so long as the Original Proprietor remains the registered proprietor of any part of the Community Parcel.
- 1.3 Subject to By-Law 1.4, the Architectural Standards and Landscape Standards shall be complied with by:
 - (a) the Community Association;
 - (b) each Subsidiary Body; and
 - (c) each person who is the proprietor, lessee or occupier, or the mortgagee or covenant chargee in possession, of a Lot.
- 1.4 The Original Proprietor is not bound by the Architectural Standards and the Landscape Standards.

BY-LAW 2 AMENDING ARCHITECTURAL STANDARDS AND LANDSCAPE STANDARDS

- 2.1 The Community Association may from time to time modify the Architectural Standards and Landscape Standards.
- 2.2 The modification of the Architectural Standards and Landscape Standards pursuant to By-Law 2.1 shall require the prior written approval of the Original Proprietor for so long as the Original Proprietor remains the registered proprietor of any part of the Community Parcel.

TERMS OF INSTRUMENT NOT CHECKED
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DCM\BURKE1A.STA:(4).

REGISTERED  6.5.1993



- (a) approve the Building Work without qualification;
 - (b) disapprove the Building Work; or
 - (c) approve the Building Work with conditions.
- 3.6 A decision made by the Original Proprietor is binding on the Applicant.
- 3.7 The Original Proprietor is not bound by the provisions of this By-Law 3.

BY-LAW 4 ASSOCIATION PROPERTY AND COMMON PROPERTY

- 4.1 The proprietor or occupier of a Lot shall not without the prior consent of the relevant Association or Strata Corporation interfere with or obstruct the use of Association Property or Common Property, or permit anything which might damage Association Property or Community Property and shall promptly notify the relevant Association or Strata Corporation of any damage to Association Property or Common Property.

BY-LAW 5 CONSTRUCTION ON ASSOCIATION PROPERTY AND COMMON PROPERTY

- 5.1 The proprietor or occupier of a Lot shall not without the prior written consent of the relevant Association or Strata Corporation construct any building or structure on, attach anything to or alter Association Property or Common Property.
- 5.2 A proprietor or occupier shall maintain and keep in a state of good repair any construction, structure, attachment or alteration made by that proprietor or occupier under By-Law 5.1 unless otherwise required by the relevant Association or Strata Corporation.

BY-LAW 6 NO INAPPROPRIATE USE

- 6.1 The proprietor or occupier of a Lot shall not use any thing on the Community Parcel for any purpose other than that for which it was intended.
- 6.2 The proprietor or occupier of a Lot shall not, unless approved in writing by the Original Proprietor within three (3) years from the date of registration of the Community Plan, use a Lot for any purpose other than a residence.
- 6.3 The Original Proprietor will not grant its consent under By-Law 6.2 unless the proposed use of the Lot is principally as a residence.
- 6.4 If a proprietor or occupier of a Lot is granted consent by the Original Proprietor under By-Law 6.2 the proposed use of the Lot must be consented to by Council.
- 6.5 This By-Law 6 does not prohibit the Original Proprietor from using a Lot as an exhibition home.

BY-LAW 7 FIXING OF SIGNS

- 7.1 Subject to By-Law 7.2, it is not permitted for the proprietor or occupier of a Lot without the prior written approval of the Executive Committee to fix or place any sign, placard, banner, notice or advertisement:
- (a) on the outside of any building on a Lot or any building containing a Lot;
 - (b) on any structure erected on a Lot;
 - (c) on or adjacent to the surface of any window of any building on a Lot or any building containing a Lot; or

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REGISTERED  6.5.1993



(d) on any open space area of a Lot.

7.2 This By-Law does not prohibit the Original Proprietor from carrying out Selling and Leasing Activities.

BY-LAW 8 AERIALS AND SOLAR ENERGY DEVICES

8.1 It is not permitted for the proprietor or occupier of a Lot without the prior approval of the Community Association to construct, install or attach:

- (a) any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device; or
- (b) any solar energy collector panels and equipment associated with them;
- (c) any energy conservation equipment; or
- (d) a solar hot water system and equipment associated with it

to the outside of any building on a Lot or the outside of any building containing a Lot or a structure on a Lot.

BY-LAW 9 MAINTENANCE OF BUILDING ON LOT

9.1 The proprietor or occupier of a Lot (except the proprietor or occupier of a Strata Lot) shall keep the Lot clean and in good repair and condition.

9.2 The proprietor or occupier of a Lot (except the proprietor or occupier of a Strata Lot) shall effect all maintenance and repairs to the exterior of the building on the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association in accordance with the Architectural Standards and, without limiting the generality of the foregoing, with materials of the same or similar quality as those used in the construction of the building.

9.3 The proprietor or occupier of a Strata Lot must keep the Lot clean and in good repair and condition.

9.4 The Executive Committee may give a notice to the proprietor or occupier of a Lot requiring that proprietor or occupier to comply with the terms of this By-Law.

BY-LAW 10 MAINTENANCE OF LANDSCAPED AREAS ON LOT

10.1 The proprietor or occupier of a Lot (except the proprietor or occupier of a Strata Lot) shall keep the landscaped areas of the Lot clean and tidy and in good repair and condition.

10.2 The proprietor or occupier of a Lot (except the proprietor or occupier of a Strata Lot) shall effect all maintenance and repairs in a proper and workmanlike manner to the reasonable satisfaction of the Executive Committee in accordance with the Landscape Standards.

BY-LAW 11 ENTRY INTO ADJOINING LOT

11.1 The proprietor or occupier of a Lot may enter into an adjoining Lot on giving the proprietor or occupier of the adjoining Lot reasonable notice for the purpose of complying with By-Law 9.

11.2 In exercising the rights under By-Law 11.1 the proprietor or occupier of a Lot:

- (a) shall only stay on the adjoining Lot as long as is reasonably necessary to comply with By-Law 9;

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IN LAND TITLES OFFICE

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REGISTERED  6.5.1993



- (b) shall only bring onto the adjoining Lot equipment as is necessary to comply with By-Law 9;
- (c) shall not cause any undue inconvenience or interference with the proprietor or occupier of the adjoining Lot's use of the Lot; and
- (d) shall promptly rectify any damage to the adjoining Lot caused by the exercise of the rights under this By-Law 11.



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IN LAND TITLES OFFICE**

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REGISTERED  6.5.1993



PART 2

DP270041

RESTRICTED COMMUNITY PROPERTY

These By-Laws may not be amended during the initial period, except by order of the Supreme Court or the Board, 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 Community property in accordance with section 54 of the Community Land Management Act 1939.

BY-LAW 12 COMMUNITY FACILITIES AND RESERVE STRIP

- 12.1 The proprietor of Community Development Lots 8 and 9 shall have exclusive use of the Community Facilities and the Community Facilities Area pursuant to this By-Law 12 for the purposes of construction of the Community Facilities and carrying out Development Activities in connection with that construction.
- 12.2 The proprietor of Community Development Lots 8 and 9 shall cease to have exclusive use of the Community Facilities and the Community Facilities Area pursuant to By-Law 12.1 when the proprietor of Community Development Lots 8 and 9 serves on the Community Association a written notice informing the Community Association that construction of the whole or a part (as the case may be) of the Community Facilities is completed. The proprietor of Community Development Lots 8 and 9 shall serve the said written notice on the Community Association within one month of the whole or a part (as the case may be) of the Community Facilities being completed.
- 12.3 Any damage caused to the Community Parcel in direct consequence of the use by the proprietor of Community Development Lots 8 and 9 of the Community Facilities and the Community Facilities Area pursuant to By-Law 12.1 shall be made good at the cost of the proprietor of Community Development Lots 8 and 9 as soon as is practicable after the damage occurs.
- 12.4 The proprietor of Community Development Lots 8 and 9 during the term of this By-Law 12 shall not interfere with the use or enjoyment of other proprietors or occupiers of Lots or of Association Property or Common Property more than is reasonably necessary.
- 12.5 The proprietor of Community Development Lots 8 and 9 shall leave the Community Facilities and the Community Facilities Area in a clean and tidy condition on it ceasing to have exclusive use of the Community Facilities and the Community Facilities Area pursuant to this By-Law 12.
- 12.6 For the purpose of this By-Law 12, the proprietor of Community Development Lots 8 and 9 shall have access to the Community Facilities and the Community Facilities Area by way of a public road system in and around the Community Parcel. If the Community Association restricts access to the Community Property under By-Law 26 then the Community Association shall make Security Keys available to the proprietor of Community Development Lots 8 and 9 or the Subsidiary Bodies, if appropriate, and the provisions of By-Law 26 shall apply.
- 12.7 The proprietor of Community Development Lots 8 and 9 may exercise its exclusive use of the Community Facilities and the Community Facilities Area only between the hours of 7.00 am and 7.00 pm on Mondays to Saturdays inclusive (except Sundays, Christmas days and Good Fridays) and such other times as may be permitted by the Council.
- 12.8 Subject to the provisions of this By-Law 12, the Community Association shall maintain the Community Facilities and the Community Facilities Area.
- 12.9 The Community Association shall levy a contribution on its members for any costs associated with maintaining the Community Facilities and the Community Facilities Area PROVIDED ALWAYS that such levy shall not include the costs payable by the proprietor of Community Development Lot 8 pursuant to this By-Law 12.


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IN LAND TITLES OFFICE

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REGISTERED  6.5.1993

BY LAW 13

DEVELOPMENT IN STAGES

- 13.1 The proprietor of Community Development Lots 8 and 9 shall have the exclusive use of that part of the Community Property shown on Sheet 29 and referred to as "Annexure A - Concept Plan Community Facilities Area" for the purpose of enabling the registered proprietor of Community Development Lots 8 and 9 to complete the development of the Community Parcel in stages and carry out Development Activities on the Community Parcel.
- 13.2 Restricted use of the Community Property referred to in this By-Law 13 shall cease forthwith upon the proprietor of Community Development Lots 8 and 9:
- (a) registering at the Land Titles Office a Strata Plan and/or a Neighbourhood Plan in respect of the last Community Development Lot owned by the registered proprietor of Community Development Lots 8 and 9; or
 - (b) serving on the Community Association a written notice informing the Community Association that Development Activities on the Community Parcel have ceased.
- 13.3 For the purposes of this By-Law 13, the proprietor of Community Development Lots 8 and 9 shall have the following rights:
- (a) complete and unrestricted access by foot or motor vehicle over Community Property;
 - (b) the right to park motor vehicles and equipment on Community Property;
 - (c) the right to place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
 - (d) the right to install Services on Community Property;
 - (e) the right to connect Services within Community Property;
 - (f) the right to attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Property; and
 - (g) the right to conduct Selling and Leasing Activities on the Community Property.
- 13.4 The matters set out in By-Laws 12.3 to 12.9 inclusive shall mutatis mutandis apply to and form part of this By-Law 13. 

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

PART 3
MANDATORY MATTERS

DP270041

BY-LAW 14 COMMUNITY PROPERTY

14.1 No part of the Community Property has been set apart as Open Access Way or Private Access Way.


BY LAW 15 COMMUNITY FACILITIES

15.1 This By-Law 15 commences:

- (a) when the restricted use rights referred to in By-Law 12 cease; and
- (b) when the restricted use rights referred to in By-Law 13 from time to time cease.

15.2 The proprietor or occupier of a Lot shall have the right and liberty to use the Community Property including the Community Facilities in common with other proprietors and occupiers of a Lot and Authorised Persons.

AB941771
By-Law 15.2
Repealed &
Replaced. See
Annexure 'B'


7/6/2020

15.3 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.

15.4 The Community Association is empowered to make rules and regulations relating to the management and operation of the Community Facilities.

15.5 The following conditions apply to the use of the Swimming Pool:

- (a) the Swimming Pool may only be used between the hours of 6 a.m. and 9 p.m. or other hours nominated by the Executive Committee;
- (b) children under the age of 12 years of age may only use the Swimming Pool if accompanied and supervised by an adult;
- (c) glass objects, drinking glasses and sharp objects are not permitted in the Swimming Pool area;
- (d) running, ball playing, riding of bikes, riding of go-karts, skateboards, noisy or hazardous activities are not permitted in the Swimming Pool area; and
- (e) swimming pool equipment must not, except with the approval of the Community Association, be interfered with, operated or adjusted.

15.6 The following conditions apply to the use of the Tennis Court:

- (a) the Tennis Court may only be used between the hours of 7.00 am and 10.00 pm or other hours nominated by the Executive Committee;
- (b) all players must be appropriately attired and wear rubber (non black) soled tennis shoes; and
- (c) players and spectators must conduct themselves in such a manner so as not to disturb other players and spectators.

15.7 The following conditions apply to the use of the Recreation Centre:

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IN LAND TITLES OFFICE

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BY-LAWS 15.7 (c)
and 31.3 ADDED.

(a) the Recreation Centre may only be used during such hours nominated by the Executive Committee; and

SEE ANNEXURE "A"



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(b) running, ball playing, riding of bikes, riding of go-karts, skateboards, noisy or hazardous activities are not permitted in the Recreation Centre area.

BY-LAW 16

MANAGING, OPERATING AND MAINTAINING COMMUNITY PROPERTY

16.1 The Community Association may contract with persons to provide for the management, maintenance control and administration of Association Property and Common Property.

BY-LAW 17

INTERNAL FENCING

17.1 Subject to By-Law 17.4, if the proprietor of a Lot or an Association or a Strata Corporation chooses to fence the boundaries of the Lot or the Association Property or the Common Property (as the case may be) so as to separate the Lot or Association Property or Common Property (as the case may be) from another Lot or Association Property or Common Property (as the case may be) then, subject to By Law 17.2, the Dividing Fences Act 1991 applies as between the following parts of the Community Parcel and the respective owners of those parts:

- (a) Community Property and a Community Development Lot;
- (b) Community Property and Neighbourhood Property;
- (c) Community Property and a Neighbourhood Lot;
- (d) Neighbourhood Property and a Neighbourhood Lot;
- (e) a Neighbourhood Lot and another Neighbourhood Lot;
- (f) a Strata Parcel and another Strata Parcel;
- (g) a Strata Parcel and Community Property; and
- (h) a Strata Parcel and a Community Development Lot.

17.2 A proprietor or occupier of a Lot must prior to erecting a fence obtain the written approval of the Original Proprietor and ensure that the fence complies with the Fencing Requirements and Architectural Standards. After a period of three (3) years from the date of registration of the Community Plan the powers of the Original Proprietor pursuant to this By-Law 17 shall vest in the Executive Committee.

17.3 By-Law 17.1 does not apply to fencing erected on Community Property.

17.4 Notwithstanding anything to the contrary, no fence shall be erected so as to separate the Lot or Association Property or Common Property (as the case may be) from any adjoining Lot owned by the Original Proprietor without the consent of the Original Proprietor but such consent shall not be withheld if such fence is erected without expense to the Original Proprietor.

BY-LAW 18

GARBAGE

Community Property

18.1 The Community Association must provide garbage bins on Community Property.

18.2 The Community Association must:

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- (a) deposit all garbage from Community Property, Neighbourhood Property and common Property into the garbage bins referred to in By-Law 18.1; and
 - (b) keep the garbage bin areas clean and tidy.
- 18.3 The Community Association must ensure that garbage from the garbage bins on Community Property is made available for collection by the Council in accordance with Council's by-laws and ordinances relating to the disposal of garbage.

BY-LAW 19 STATUTORY SERVICES

19.1 There are no Statutory Services within the meaning of section 36 of the Development Act.

BY-LAW 20 INSURANCE

- 20.1 The proprietor of a Lot shall be responsible for effecting insurances in respect of the relevant Lot and improvements thereon.
- 20.2 The Community Association must on an annual basis review:
- (a) all insurances affected by it; and
 - (b) the need for new or additional insurances.
- 20.3 Notice of an Annual General Meeting must:
- (a) include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
 - (b) for every alternate Annual General Meeting be accompanied by a written valuation of all buildings, structures and other improvements on Community Property made by a qualified valuer.
- 20.4 The Community Association must immediately effect new insurances vary or extend existing insurances if there is an increase in risk or a new risk to Community Property.
- 20.5 A proprietor or occupier of a Lot must not, except with the prior written consent of the Community Association, do anything that might invalidate, suspend or increase the premium for any insurance policy effected by the Community Association.

BY-LAW 21 EXECUTIVE COMMITTEE PROCEEDINGS

Constitution

21.1 The Executive Committee of the Community Association must be established in accordance with division 2 part 2 of the Management Act.

Notice Board

21.2 The Executive Committee must fix a notice board to a prominent part of Community Property.

Meetings

21.3 Subject to By-Laws 21.8 and 21.9 the Executive Committee may, meet to conduct business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

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21.4 The Secretary or the member of the Executive Committee who convenes a meeting must not less than 24 hours immediately before the Executive Committee holds a meeting, display on the notice board:

- (a) the notice of intention to hold the meeting; and
- (b) the proposed agenda for the meeting.

Meeting Agenda

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

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

Place of Meetings

21.7 Meetings must be held within a radius of 1 km from the Community Parcel.

Meeting at Request of Members

21.8 The Secretary or in the Secretary's absence any member of the Executive Committee must, at the request of not less than 1/3 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 14 days of the making of the request.

Out of Meeting Determination

21.9 Where:

- (a) By-Law 21.4 has 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; and
- (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 at a duly convened meeting of the Executive committee even though the meeting was not held.

Right of Proprietor to Attend Meetings

21.10 A proprietor or a Lot or, where the proprietor is a corporation, the company nominee of the corporation, may attend a meeting but may not address the meeting unless authorised by a resolution of the Executive Committee.

Minutes of Meetings

21.11 Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Community Association.

Display of Minutes

21.12 The Executive Committee must, within 7 days after holding a meeting, display a copy of the minutes of that meeting on the notice board.

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Sheet 15 of 33 Sheets

21.13 The minutes of an Executive Committee meeting must remain on the notice board for at least 14 days.

Functions of the Secretary

21.14 The Functions of the Secretary include:

- (a) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
- (b) giving, on behalf of the Community Association and the Executive Committee, notices required to be given under the Management Act;
- (c) maintaining the Community Association roll;
- (d) supplying certificates in accordance with clause 2 schedule 4 of the Management Act;
- (e) answering communications addressed to the Community Association or the Executive Committee;
- (f) convening meetings of the Executive Committee and the Community Association (other than the First Annual General Meeting);
- (g) performing administrative or secretarial functions on behalf of the Community Association;
- (h) performing administrative or secretarial functions on behalf of the Executive Association; and
- (i) keeping records under part 3 schedule 1 of the Management Act.

Functions of the Treasurer

21.15 The Functions of the Treasurer include:-

- (a) The Functions set out in section 36(1) and (2) of the Management Act;
- (b) notifying proprietors of Lots and Subsidiary Bodies of any contributions levied under the Management Act;
- (c) receiving, acknowledging, banking and accounting for any money paid to the Community Association;
- (d) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of clause 2 schedule 4 of the Management Act;
- (e) keeping prescribed accounting records under clause 10 schedule 1 of the Management Act;
- (f) preparing financial statements under clause 11 schedule 1 of the Management Act; and
- (g) notifying proprietors of Lots and Subsidiary Bodies of any contribution levied under the Management Statement and collecting such contribution.

Sub-Committees

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- 21.16 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.

No Remuneration

- 21.17 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.

Protection of Executive Committee members from Liability

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

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PART 4

OPTIONAL MATTERS

BY-LAW 22 WASHING

- 22.1 The proprietor or occupier of a Lot must not hang any washing, towels, bedding, clothing or other articles of a similar nature on any part of the Lot between the front of the Lot and the building line of the Lot.

BY-LAW 23 KEEPING OF ANIMALS

- 23.1 A proprietor or occupier of a Lot or an Authorised Person must not permit an Animal on the Community Facilities Area.
- 23.2 At all times proprietors of a Lot shall comply with the requirements of the Council as to the licensing and other requirements of Animals.

BY-LAW 24 RUBBISH AND WASTE MATERIAL

- 24.1 The proprietor or occupier of a Lot must:
- (a) keep any garbage bin on the Lot secure, hidden from view from outside the Lot and so that it does not emit odours; and
 - (b) store used bottles, boxes and containers, wast paper and other similar items so that they are hidden from view outside the Lot.
- 24.2 The proprietor or occupier of a Lot is responsible:
- (a) to ensure that all garbage is made available for collection by the Council in accordance with Council's by-laws and ordinances relating to the disposal of garbage; and
 - (b) to ensure that their garbage bin is promptly removed from the road after collection by Council of the garbage.

BY-LAW 25 RESTRICTIONS ON PARKING

- 25.1 It is not permitted for the proprietor or occupier of a Lot to park a vehicle, boat or trailer on the Community Parcel except in a garage or driveway on his own Lot or an area on the Community Property designated by the Community Association from time to time as being an area where a vehicle, boat or trailer (as the case may be) may be parked by a proprietor or occupier of a Lot.
- 25.2 Except for the purposes of delivery of furniture or household items a proprietor or occupier of a Lot must not permit any vehicle in excess of 2 tonnes on the Community Parcel.

BY-LAW 26 SECURITY KEYS

- 26.1 The Community Association may restrict access to the Community Facilities by means of Security Keys.
- 26.2 The Community Association may make Security Keys available to proprietors and occupiers of Lots and persons authorised by the Community Association.
- 26.3 A person to whom a Security Key is made available must:

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STATEMENT

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Community Association if the security Key is lost or misplaced;
- (c) when requested by the Community Association, immediately return the Security Key to the Community Association; and
- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

26.4 The Community Association may charge an appropriate fee (determined by the Community Association in its absolute discretion) for any additional or replacement Security Key.

BY-LAW 27 COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS

27.1 The Community Association may, on its own behalf or on behalf of each Subsidiary Body, contract with persons to:

- (a) provide management, operational, maintenance and other services and amenities in connection with Association Property, Neighbourhood Property and Common Property; and
- (b) provide services or amenities to the proprietors or occupiers of Lots.

BY-LAW 28 CONTROL OF LESSEES & LICENSEES

28.1 In the event of a proprietor of a Lot leasing or licensing the Lot or any part thereof, the proprietor of the said Lot must provide the lessee or licensee (as the case may be) with a copy of this Management Statement and take all reasonable steps, including any action available under the lease or licence, to ensure that the lessee or licensee of the Lot or part thereof and any person on the Community Parcel with the consent of the lessee or licensee complies with these By-Laws.

BY-LAW 29 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS

29.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Authorised Person complies with these By-Laws.

29.2 If an Authorised Person does not comply with the By-Laws then the proprietor or occupier must take all reasonable steps to ensure that the Authorised Person immediately leaves the Community Parcel.

29.3 If the By-Laws prohibit a proprietor or occupier of a Lot from doing a thing, the proprietor or occupier must not allow or cause another person to do that thing.

BY-LAW 30 COMMUNITY ASSOCIATION'S RIGHT TO RECOVER MONEY

30.1 The Community Association may recover any money owing to it under these By-Laws as a debt.

BY-LAW 31 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

31.1 A proprietor or occupier of a Lot must pay or reimburse the Community Association on demand for any expenses of the Community Association in connection with the contemplated or actual enforcement or preservation of any rights under these By-Laws in relation to the proprietor or occupier.

31.2 The costs, charges and expenses under By-Law 31.1 include, without limiting the generality of the foregoing expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

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BY-LAWS 15.7 (c)
and 31.3 ADDED. 1A.STA:(18).

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SEE ANNEXURE "A"



08.12.2004

REGISTERED 28 6.5.1993

BY-LAW 32 THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST

32.1 Anything which a proprietor or occupier of a Lot is required to do under these By-Laws must be done at the expense of the proprietor or occupier.

BY-LAW 33 COMMUNITY ASSOCIATION NOT LIABLE FOR DAMAGE

33.1 The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause other than the negligence or fraud of the Community Association or any employee or agent of the Community Association.

BY-LAW 34 INTEREST ON OVERDUE MONEY

- 34.1 A proprietor or occupier of a Lot must pay the Community Association interest on any amount, other than a contribution levied by the Community Association under the Management Act, that is due for payment and remains unpaid from and including the date it is due for payment.
- 34.2 During the period that an amount under By-Law 34.1 remains unpaid, on demand or at times notified by the Community 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 community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$100,000.
- 34.3 Interest which is not paid when due for payment may be capitalised by the Community Association at monthly intervals and is payable on capitalised interest at the rate and in the manner referred to in By-Law 34.2.
- 34.4 Nothing in this By-Law 34 prevents the community Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

BY-LAW 35 RULES

- 35.1 The Community Association is entitled at any time to make Rules in connection with the control, management, operation, use, enjoyment, safety, care, good order and convenience of the Community Parcel or any part thereof.
- 35.2 The Community Association is entitled at any time to add to or amend the Rules.
- 35.3 The Rules shall bind a proprietor, occupier, mortgagee in possession, lessee and licensee of a Lot and each Subsidiary Body and Authorised Persons.

BY-LAW 36 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES

36.1 A proprietor or occupier of a Lot must comply on time with all requirements and orders of authorities and all laws in connection with the Lot and the use or occupation of the Lot.

BY-LAW 37 NOTICES TO BE OBSERVED

37.1 A proprietor or occupier of a Lot must comply with the terms of any notice displayed on community Property by the Community Association, Service Provider or other relevant authority.

BY-LAW 38 INSTRUCTING CONTRACTORS

38.1 A proprietor or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the community Association unless authorised to do so by the Community Association.

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BY-LAW 39 CERTIFICATE

39.1 A certificate signed by the Community Association its Managing Agent or the Secretary about a matter or a sum payable to the Community Association in connection with the By-Laws is prima facie evidence of the amount or any other factual matter stated in it.

BY-LAW 40 COMMUNICATIONS WITH COMMUNITY ASSOCIATION

40.1 Any complaint, notice, request or application to the community Association must be addressed in writing to the Managing Agent.

BY-LAW 41 COMMUNICATIONS FROM COMMUNITY ASSOCIATION

41.1 Any approval, notice or authorisation by the Community Association under these By-Laws must be in writing.

BY-LAW 42 APPROVALS BY COMMUNITY ASSOCIATION

42.1 The Community Association may give conditionally or unconditionally or withhold its approval under these By-Laws in its absolute discretion unless expressly provided otherwise in these By-Laws.

BY-LAW 43 EXHIBITION OF BY-LAWS

43.1 A copy of these By-Laws must be exhibited in a prominent place on Community Property.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

BY-LAW 44 RESERVE STRIPS, ROUNDABOUT GARDENS AND PATHWAYS

The Community Association must maintain the Reserve Strips, Roundabout Gardens and Pathways in accordance with Council's requirements. This By-Law shall not be amended or repealed without the written consent of Council.

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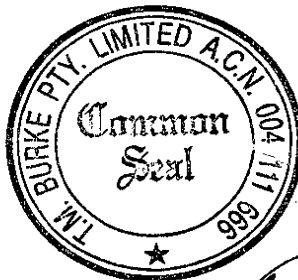
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REGISTERED  6.5.1993

SIGNATURES, CONSENTS AND APPROVALS

DATED 30TH day of APRIL 1993

THE COMMON SEAL of T.M. BURKE PTY LIMITED A.C.N. 004 111 666 is affixed by authority of the Board of Directors in the presence of:)
)
)



[Handwritten Signature]
Signature of Director

[Handwritten Signature]
Signature of Secretary

BEENDAN PATRICK CROTTY
Name of Director

Barry Maxwell Dean
Name of Secretary

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has approved of the development described in Development Application No. 684/92; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: 29th April 1993

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Signature on behalf of consent authority
[Handwritten Signature]
Deputy Shere Clerk

[Handwritten mark]

PART 6

BY-LAW 45 INTERPRETATION

45.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

"Animal" means an animal, insect, reptile or bird.

"Annual General Meeting" means an annual general meeting of the Community Association other than the First Annual General Meeting.

"Applicant" means a person who applies to the Community Association to modify the Standards or applies to the Executive Committee for approval of plans and specifications (as the case may be).

"Architectural Standards" means the architectural standards prescribed by the Community Association from time to time pursuant to By-Laws 1 and 2.

"Association" means the Community Association or a Neighbourhood Association.

"Association Property" means:

- (a) in relation to the community Scheme - the Community Property in the scheme; or
- (b) in relation to a Neighbourhood Scheme - the Neighbourhood Property in the scheme.

"Authorised Person" means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot, the Community Association or a Subsidiary Body.

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

"Building Modification" means any modification, addition, alteration or exterior colour change made on or to an existing building or structure on:

- (a) a Neighbourhood Lot;
- (b) a Strata Lot;
- (c) Neighbourhood Property; or
- (d) Common Property

that impacts on the street scape of the Community Parcel.

"Building Work" means Building Modifications and/or New Construction.

"By-Law" means a by-law included in this Management Statement.

"Common Property" means the common property in a strata scheme created on registration of a Strata Plan.

"Community Association" means the corporation that:

- (a) is constituted by section 25 of the Development Act on registration of the Community Plan; and
- (b) is established as a community association by section 5 of the Management Act.

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

"Community Facilities" means the Recreation Centre, the Swimming Pool, Tennis Court, the Reserve Strips, Roundabout Gardens and Pathways.

"Community Facilities Area" means that part of the Community Property shown on annexure "A" to the Concept Plan.

"Community Parcel" means the land the subject of the Community Scheme.

"Community Plan" means deposited plan number

"Community Property" means Lot 1 in the Community Plan.

"Community Scheme" means:

- (a) the subdivision of land by the Community Plan;
- (b) the subdivision of land in the Community Plan by a Neighbourhood Plan or a Strata Plan;
- (c) the proposals in any related development contract; and
- (d) the rights conferred, and the obligations imposed, by or under the Community Titles Legislation and the Strata Titles Act 1973 in relation to the Community Association, Community Property, the Subsidiary Schemes and persons having interests in, or occupying Lots.

"Community Titles Legislation" means the Development Act, the Management Act and cognate legislation.

"Concept Plan" means the plan of amenities on Community Property contained in part 7.

"Council" means Council of the Shire of Sutherland.

"Developer" means the proprietor or proprietors for the time being of a Community Development Lot in the Community Plan.

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

"Development activities" means:

- (a) any form of demolition work, Building Work or work ancillary to or associated with Building Work on the Community Parcel including, without limitation, the installation of Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (c) any form or work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the proprietors for the time being of all Community Development Lots;
- (d) the use of any part of the Community Parcel in connection with the forms of work referred to in paragraphs (a) to (c) of this definition; or

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(e) the subdivision of land forming part of the Community Parcel.

"88B Instrument" means the instrument setting out terms of easements and restrictions as to user intended to be created pursuant to Section 88B of the Conveyancing Act, 1919 on registration of the Community Plan.

"Executive Committee" means the executive committee of the Community Association as constituted or elected from time to time under the Management Act.

"Fencing Requirements" means the fence style and requirements set out in Annexure "E" to these By-Laws.

"First Annual General Meeting" means the General Meeting convened and held under section 9 of the Management Act.

"Former Community Development Lot" means a Neighbourhood Parcel or Strata Parcel that, before it became subject to a Neighbourhood Scheme or a Strata Scheme was a Community Development Lot.

"Function" includes a power, authority and duty.

"General Meeting" means an annual general meeting or a special general meeting of the Community Association.

"Landscape Standards" means the landscape standards prescribed by the Community Association from time to time pursuant to By-Laws 1 and 2.

"Lot" means a Community Development Lot, a Neighbourhood Lot or a Strata Lot.

"Management Act" means a Community Development Lot, a Neighbourhood Lot or a Strata Lot.

"Management Act" means the Community Land Management Act 1989 and regulations made under it.

"Managing Agent" means an agent appointed under section 50 of the Management Act.

"Managing Statement" means the statement registered with the community Plan from time to time added to, modified or amended in accordance with the Community Titles Legislation.

"Neighbourhood Association" means the corporation that:

(a) 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 Lot" means land that is a lot in a Neighbourhood Plan that is not Neighbourhood Property, a public reserve or a drainage reserve.

"Neighbourhood Parcel" means land the subject of a Neighbourhood Plan.

"Neighbourhood Plan" means a Neighbourhood plan under the Development Act which subdivides a Community Development Lot.

"Neighbourhood Property" means the lot shown in a Neighbourhood Plan as Neighbourhood property.

"Neighbourhood Scheme" means:

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- (a) the subdivision of land by a Neighbourhood Plan;
- (b) the proposals in any related development contract; and
- (c) the rights conferred, and the obligations implied, by or under the Community Titles Legislation in relation to the Neighbourhood Association, Neighbourhood Property and the proprietors and other persons having interests in, or occupying Neighbourhood Lots.

"New Construction" means building work that is intended to be carried out on:

- (a) a Neighbourhood Lot;
- (b) a Strata Lot;
- (c) Neighbourhood Property; or
- (d) Common Property

that impacts on the street scape of the Community Parcel.

"Open Access Way" means an open access way set apart under section 41 of the Development Act.

"Open Space Area" means any area of Community Property not being the Reserve Strip Roundabout Gardens, Pathway or Community Facilities.

"Original Proprietor" has the same meaning as in the Development Act.

"Pathways" means that part of the Community Property shown on annexure "D" to the Concept Plan.

"Prescribed Diagram" means the diagram relating to the Service Lines with the Community Plan and prescribed in section 36 of the Development Act.

"Private Access Way" means a private access way set apart under section 47 of the Development Act.

"Recreation Centre" means the recreation building erected on the Community Facilities Area.

"Reserve Strip" means that part of the Community Property shown on annexure "B" to the Concept Plan.

"Roundabout Gardens" means that part of the Community Property shown on Annexure "C" to the Concept Plan.

"Rules" means the rules made under By-Law 35.

"Secretary" means the secretary of the Community Association.

"Security Key" means a key, magnetic card or other device used to:

- (a) open and close doors, gates, buildings or locks; or
- (b) operate alarms, security systems or communications systems.

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"Selling and Leasing Activities" means:

- (a) selling and leasing activities on the Community Parcel;
- (b) placing and maintaining on the Community Parcel signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia in connection with those selling and leasing activities; and
- (c) placing and maintaining on or using any part of the Community Parcel as a stall, office or facility for salesmen,

as the Original Proprietor in its absolute discretion thinks fit.

"Service" means a Statutory Service.

"Service Provider" means, without limitation, Sydney Electricity, Telecom Australia, the Water Board, AGL Sydney Limited, Council of the Shire of Sutherland and any authorities or corporations assuming their Functions.

"Sinking Fund" means the sinking fund referred to in section 12 part 4 of schedule 1 of the Management Act.

"Standards" means the Architectural Standards and/or Landscape Standards.

"Statutory Service" means a service running through or servicing Lots, Association Property or Common Property provided by a Service Provider.

"Strata Corporation" means a body corporate constituted by section 54 of the Strata Titles Act 1973 for a Strata Scheme forming part of the Community Scheme.

"Strata Lot" means a lot within the meaning of the Strata Titles Act 1973 that is part of the Community Scheme.

"Strata Parcel" means the land the subject of a Strata Scheme.

"Strata Plan" means a Strata Plan under the Strata Titles Act 1973 which includes Common Property and Subdivides a Community Development Lot.

"Strata Scheme" means:

- (a) a strata scheme under the Strata Titles Act 1973 that includes Common Property and is part of the Community Scheme;
- (b) the proposals in any related development contract; and
- (c) the rights conferred, and the obligations imposed, by or under the Strata Titles Act 1973 and the Community Titles Legislation in relation to the scheme.

"Subsidiary Body" means a Neighbourhood Association or a Strata Corporation of the Community Scheme.

"Subsidiary Scheme" means a Neighbourhood Scheme or a Strata Scheme.

"Swimming Pool" means the swimming pool to be constructed on the Community Facilities Area.

"Tennis Court" means the tennis court to be constructed on the Community Facilities Area.

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MANAGEMENT STATEMENT

"Treasurer" means the treasurer of the Community Association.

45.2 In the By-Laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation persons taking by novation) and assigns;
- (f) a reference to day is a reference to the period of time commencing at midnight and ending 24 hours later; and
- (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

45.3 Unenforceability of a part or provision of these by-laws does not effect the enforceability of any the part or provision.

45.4 The Community 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 Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

45.5 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 or officer ceasing to exist or being reconstituted, renamed or replaced 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.

④

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

DP 270041

④

DP 270041

Sheet 28 of 33 Sheets

PART 7

Concept Plans follow.

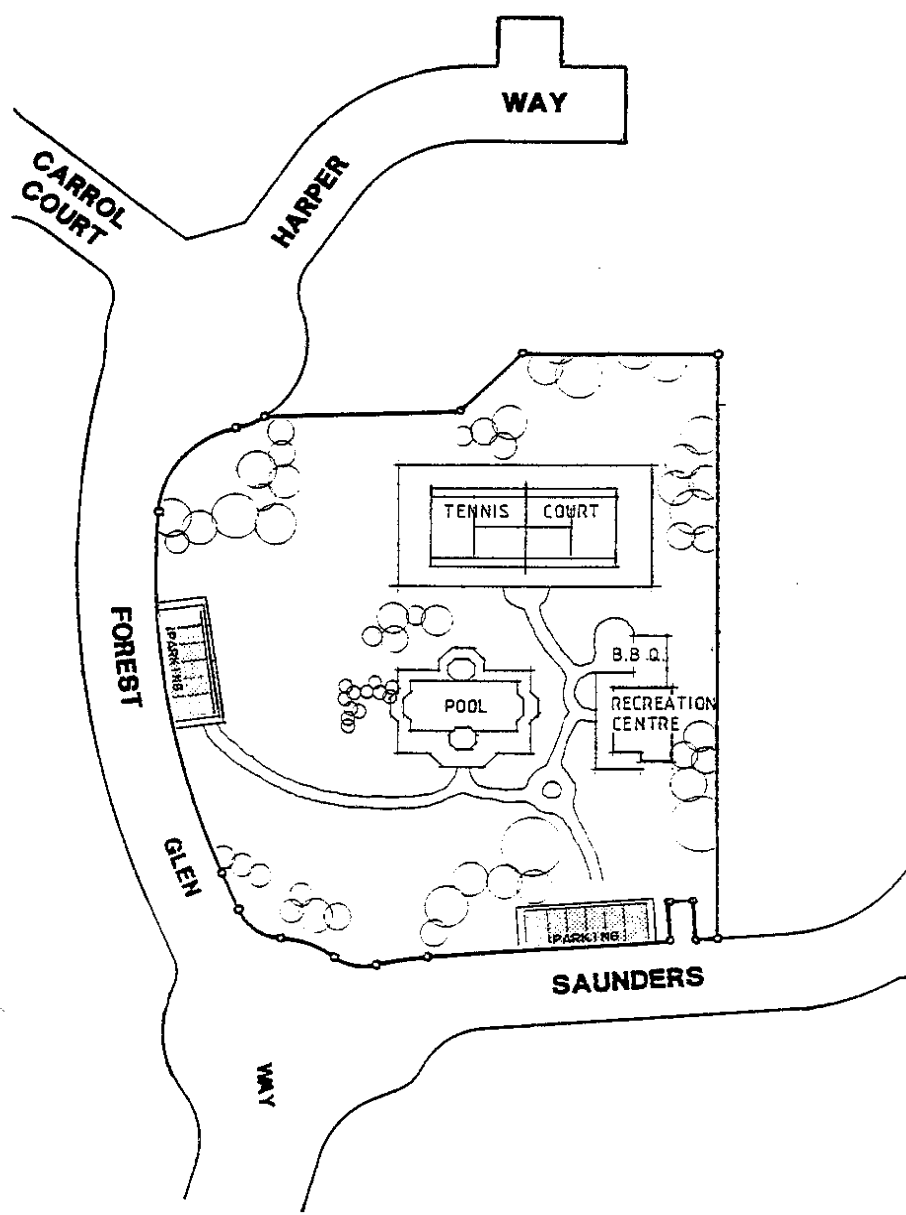
TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE

DCM\BURKE1A.STA:(28).

REGISTERED  6.5.1993

9


ANNEXURE 'A'
CONCEPT PLAN
'COMMUNITY FACILITIES AREA'



**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

Sheet 30 of 33 Sheets

ANNEXURE 'B'
RESERVE STRIPS


PART LOT 1



**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

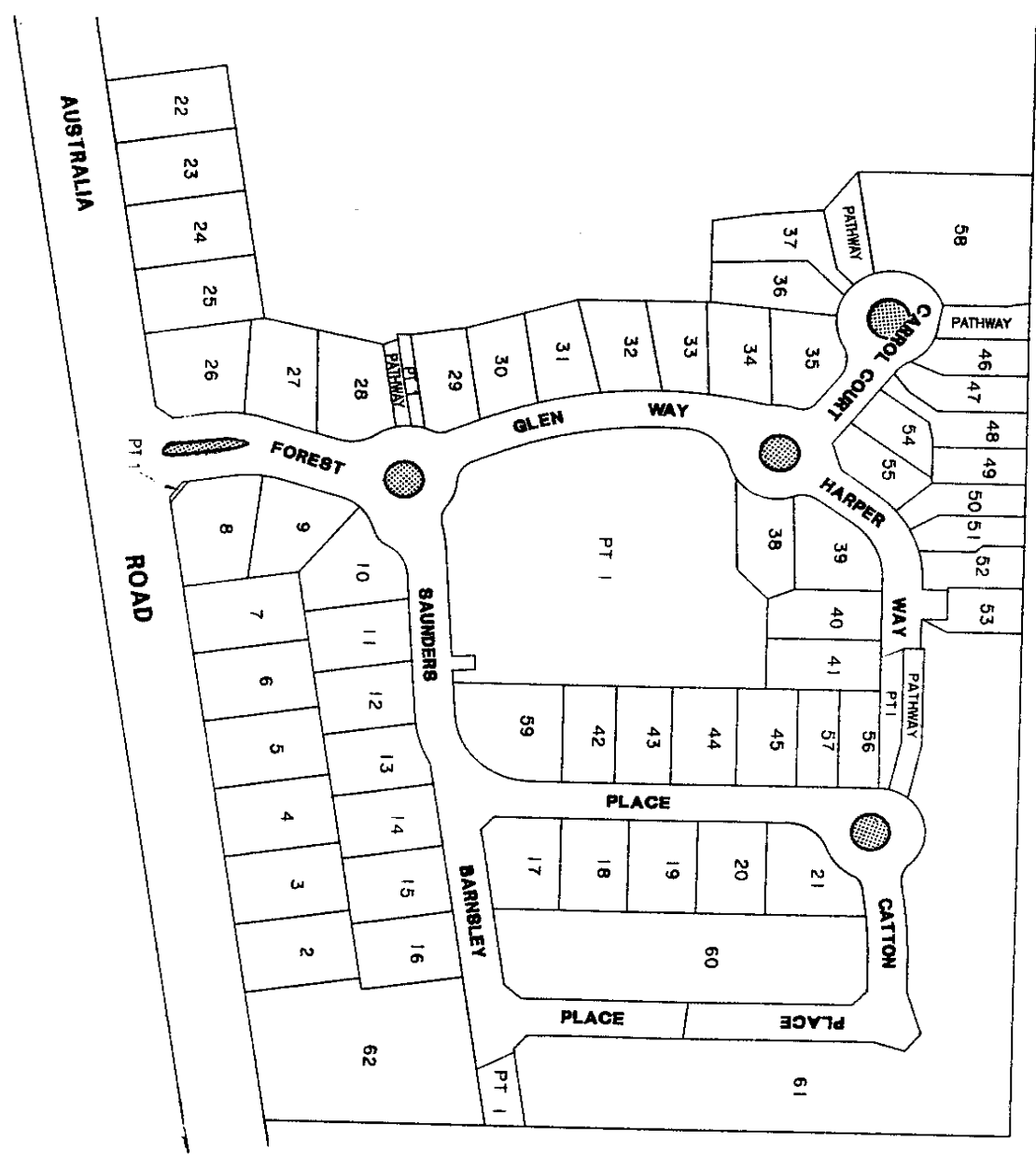
REGISTERED  6.5.1993

MANAGEMENT STATEMENT

DP270041

Sheet 31 of 33 Sheets

ANNEXURE 'C'
ROUNABOUT GARDENS



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REGISTERED  6.5.1993

MANAGEMENT STATEMENT

DP270041

Sheet 32 of 33 Sheets

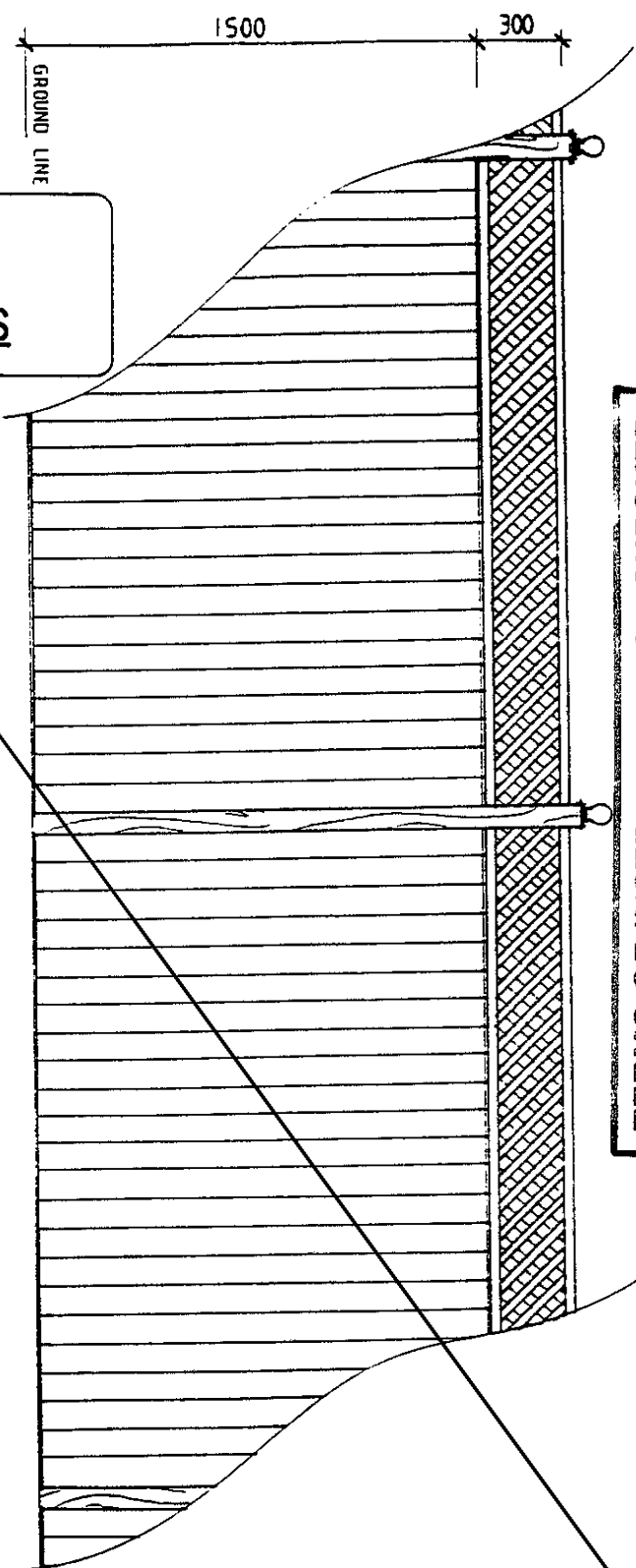
ANNEXURE 'D'
PATHWAYS



TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE

REGISTERED  26.5.1993


ANNEXURE 'E'
FENCING REQUIREMENTS



- MAIN POSTS:** RECESSED WITH WOODEN BALL ON TOP
- PALINGS:** TREATED PINE LAPPED AND CAPPED
- LATTICE:** CAPPED
- HEIGHT:** 300 MM LATTICE
1500 MM PALINGS

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

AJ127043
ANNEXURE 'E' FENCING REQUIREMENTS
REPEALED & REPLACED
SEE ANNEXURE 'C'

 16-3-2015

Form: 21CSM
Licence: 98M111
Edition: 0105

**AMENDMENT (C)
MANAGEMENT STATEMENT**
New South Wales
Section 39
Community Land Development

DP 270041
MANAGEMENT STATEMENT
ANNEXURE 'A'
Sheet 1 of 2 Sheets



PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **TORRENS TITLE** Folio of the Register for the Association Property
1/DP 270041

(B) **LODGED BY**

Delivery Box <i>W</i>	Name, Address or DX and Telephone Dynamic Property Services DX 11643 SYDNEY DOWNTOWN Reference (optional):	CODE CS
--------------------------	--	-----------------------

(C) **APPLICANT**

Community/Neighbourhood/Precinct Association	Deposited Plan No. 270041
--	---------------------------

(D) The applicant certifies that by a special/unanimous resolution passed on 10 November 2004 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

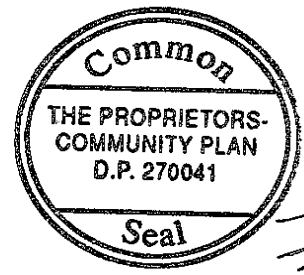
(E) **BY-LAWS**

Repealed	Added <i>By-law 15.7 (c), By-law 31.3</i> as fully set out below
----------	--

(F) **TEXT OF ADDED BY-LAW** Amended By-Law 15.7 c), 31.3
See Attached Annexure

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

Signed by Dynamic Property Services Pty Limited (ACN 002 006 760) by its attorney Lisa Branson duly appointed by Power of Attorney dated 30 July 1999 and who hereby states that she has not received any notice of the revocation of such Power of Attorney (Registered Book 4252 Number 966)



(G) The common seal of the community/neighbourhood/precinct association deposited plan 270041 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: Mary McAviney Suite 2 Level 5, 162 Goulburn St, Sydney
Date: 22 November 2004

REGISTERED 08/12/2004

DP 270041

**MANAGEMENT STATEMENT
ANNEXURE 'A'
Sheet 2 of 2 Sheets**

ANNEXURE

DEPOSITED PLAN 270041

RESOLVED 10 NOVEMBER 2004

AMENDMENT TO BY-LAW 15.7c):

SPECIALLY RESOLVED that Community Association DP 270041 pursuant to Section 14 of the Community Land Management Agreement 1989 amend clause in the Community Management Statement in the following terms:

- 15.7c) That no residents be allowed to loiter, gather or remain on Lot 1 after 9.00pm unless they are part of an authorised function.

AMENDMENT TO BY-LAW 31.3:


SPECIALLY RESOLVED that Community Association DP 270041 pursuant to Section 14 of the Community Land Management Agreement 1989 amend clause in the Community Management Statement in the following terms:

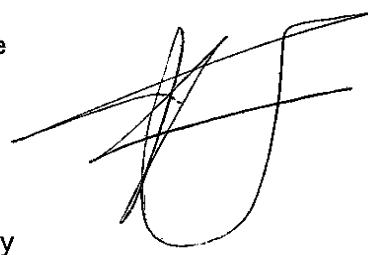
- 31.3
 - a. That the Community Association may recover as a debt a contribution not paid at the end of one month after it becomes due and payable, together with any interest payable under Section 20A of the Act and the expense of the Community Association incurred in recovering those amounts.
 - b. Interest paid or recovered forms part of the fund to which the relevant contribution belongs.

The Common Seal of the Community Association D.P. 270041 was Hereunto affixed on 22 November 2004 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 8 of the Community Land Management Act 1989, to attest the affixing of the seal.



SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ACN 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 30 July 1999 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4252 Number 966)

Signature of witness: 


 A large, stylized handwritten signature in black ink.

Name(s): Mary McAviney, Suite 2 Level 5, 162 Goulburn St, Sydney



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

DP 270041

MANAGEMENT STATEMENT
ANNEXURE 'B' Sheet 1 of 2 Sheets

Form: 21CSM
Release: 1
www.lpi.nsw.gov.au

AMENDMENT OF
MANAGEMENT STATEMENT

New South Wales
Section 39

Community Land Development Act 1989

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Folio of the Register for the Association Property 1/270041	
-------------------	--	--

(B) LODGED BY	Delivery Box	Name, Address or DX and Telephone	CODE
	1W	DYNAMIC PROPERTY SERVICES PTY LTD DX 11643 SYDNEY DOWNTOWN Reference (optional):	CS

(C) APPLICANT	Community Association	Deposited Plan No. 270041
---------------	-----------------------	---------------------------

(D) The applicant certifies that by a special resolution passed on 09 November 2005 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS	Repealed	Added
	15.2	15.2 (a) (b) as fully set out below

(F) TEXT OF ADDED BY-LAW

SEE ATTACHED ANNEXURE

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

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ACN 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 4 May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4457 Number 484)



(G) The common seal of the Community association deposited plan 270041 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: Lousia Dang
Date: 16 November 2005

12

DP 270041

ANNEXURE

BY-LAW 15.2:

SPECIALLY RESOLVED that Community Association DP 270041 pursuant to Section 14 of the Community Land Management Act 1989 amend clause in the Community Management Statement in the following terms:

Repeal By-law 15.2

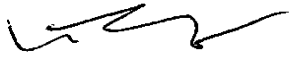
New By-law 15.2(a)(b)

15.2(a) The proprietor or occupier of a lot shall have the right and liberty to use the Community property including the Community facilities in common with other proprietors and occupiers of a lot and authorised persons

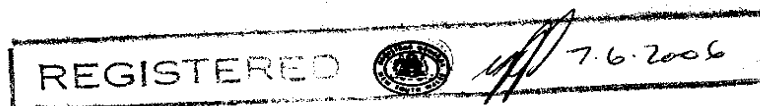
15.2(b) A proprietor or occupier of a lot must not create any noise or behave in a manner which interferes or may interfere with the peaceful use and enjoyment of the proprietor or occupier of another lot or any person lawfully using the Community Property.

The Common Seal of the Community Association D.P. 270041 was Hereunto affixed on 16 November 2005 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 8 of the Community Land Management Act 1989, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ACN 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 4 May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4457 Number 484)

Signature of witness: 

Name(s): Lousia Dang, Level 5, 162 Goulburn St, Sydney NSW 2010



Form: 21CSM
Release: 2.0
www.lands.nsw.gov.au

**AMENDMENT OF
MANAGEMENT STATEMENT**
New South Wales
Section 39
Community Land Development Act 1981

**DP 270041
MANAGEMENT STATEMENT
ANNEXURE 'C'**
Sheet 1 of 3 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**

1/270041

(B) **LODGED BY**

Document Collection Box 1W	Name, Address or DX and Telephone Dynamic Property Services DX 11643 SYDNEY DOWNTOWN Ph: 02 9267 6334 Reference: Lisa Branson	CODE CS
--------------------------------------	---	-------------------

(C) **APPLICANT**

Community Association	Deposited Plan No. 270041
-----------------------	---------------------------

(D)

The applicant certifies that by a special resolution passed on 06 November 2014 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed <i>Annexure E</i>	Added Annexure E as fully set out below
-------------------------------	---

(F) **TEXT OF ADDED BY-LAW**

See Annexure

The Common Seal of the Community Association D.P.270041 was hereunto affixed on 17 December 2014 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 8 of the Community Land Management Act 1989, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ACN 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)



(G) The common seal of the Community association deposited plan 270041 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:

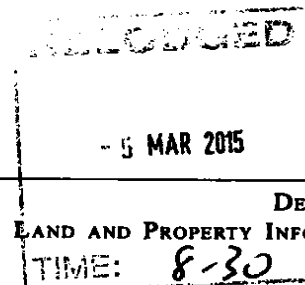
M. Curtin

Name of witness: Margaret Curtin

Date:

17/12/14

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
0507



MANAGEMENT STATEMENT

MANAGEMENT STATEMENT

ANNEXURE 'C'

Sheet 2 of 3 sheets

ANNEXURE 'E'
FENCING REQUIREMENTS

Fences between adjoining Community Development Lots may be either of timber or metal construction

Fitting of a ball on top of posts is optional.

Timber fences shall comply with the following requirements:-

MAIN POSTS:	RECESSED WITH WOODEN BALL ON TOP
PALINGS:	TREATED PINE LAPPED AND CAPPED
LATTICE:	CAPPED
HEIGHT:	300 MM LATTICE 1500 MM PALINGS

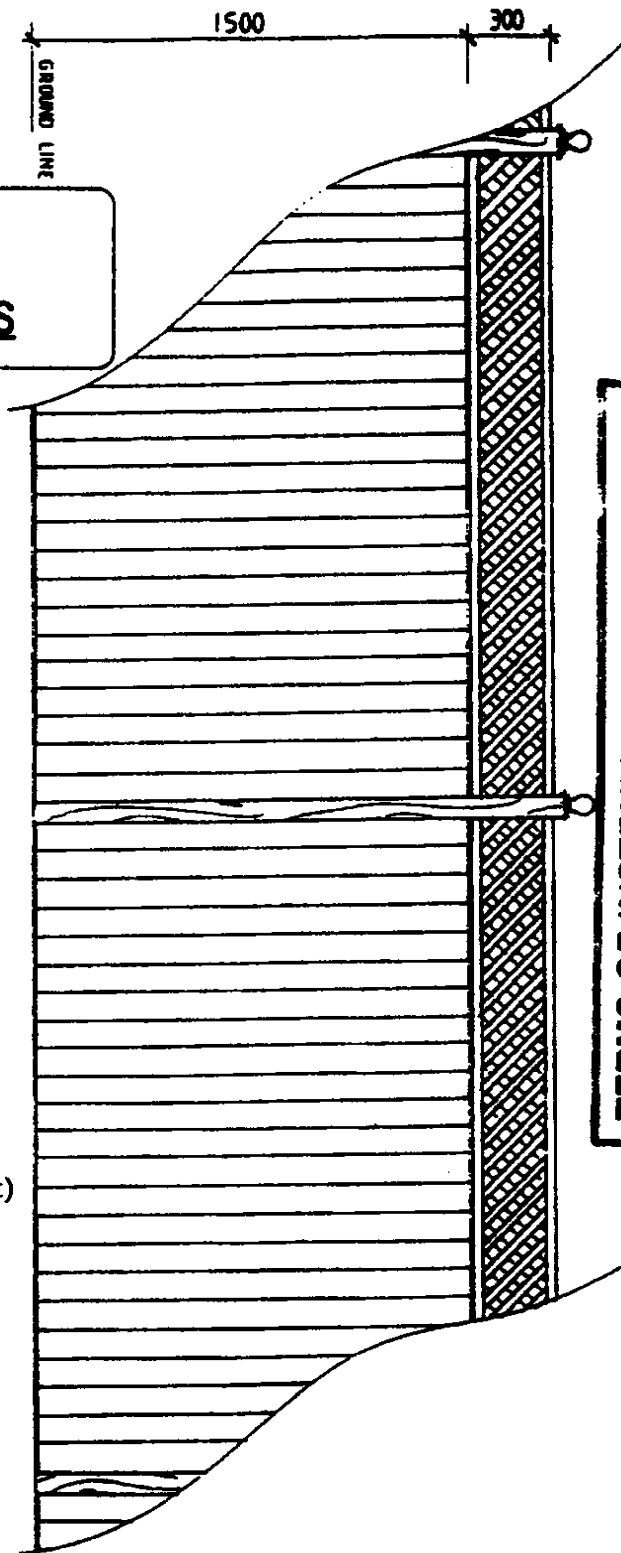
Metal fences shall comply with the following requirements:-

Panels and posts of Colorbond or similar quality metal, 1500mm high, with capped lattice 300mm high on top. The panel colour shall be one of the listed options (or equivalent) with lattice colour to suit:-

1. Grey Ridge (Lysaght)
2. Riversand (Lysaght)
3. Meadow (Lysaght)

Details shall be submitted to the Executive Committee for approval prior to construction commencing.

All fences between the "Community Facilities Area" shown on Annexure 'A' and adjoining Community Development Lots, shall be of a single style and colour, nominated by the Executive Committee.

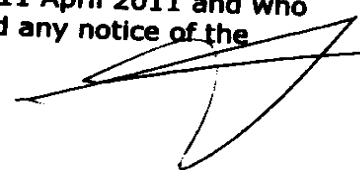



**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

**DP 270041
MANAGEMENT STATEMENT
ANNEXURE 'C'
Sheet 3 of 3 sheets**


The Common Seal of Community Association Deposited Plan No. 270041 was affixed on 17 December 2014 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by section 8 of the *Community Land Management Act 1989* to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 62 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)



Signature of witness: 

Name(s): Margaret Curtin, Level 5, 162 Goulburn St, Sydney NSW 2010

REGISTERED  16-3-2015



Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

Planning Certificate – Section 10.7 (2)(5) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:21/1339	Delivery option:	
Certificate date:	04/03/2021	Your reference:	118082

Property:

Lot 4 S/P 46588
4/8 Carrol Court MENAI NSW 2234

Zone:

* Sutherland Shire Local Environmental Plan 2015

Zone R2 Low Density Residential

Notes:

- (a) *The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- (b) *The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

Disclaimer:

- (a) *This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*

**INFORMATION PURSUANT TO SECTION 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

- * Sutherland Shire Local Environmental Plan 2015

- * Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

- * SEPP (Building Sustainability Index: BASIX) 2004

- * SEPP (Exempt and Complying Development Codes) 2008

- * SEPP (Affordable Rental Housing) 2009

- * SEPP (Educational Establishments & Child Care Facilities) 2017

- * SEPP (Infrastructure) 2007

- * SEPP (Mining, Petroleum & Extractive Industries) 2007

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

- * SEPP No.19 - Bushland in Urban Areas

- * SEPP No.21 - Caravan Parks

- * SEPP No.33 - Hazardous and Offensive Development

- * SEPP No.50 - Canal Estate Development

- * SEPP No.55 - Remediation of Land

- * SEPP No.64 - Advertising and Signage

- * SEPP No.65 - Design Quality of Residential Apartment Development
- * SEPP No.70 - Affordable Housing (Revised Schemes)
- * SEPP (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * SEPP (Vegetation in Non-Rural Areas) 2017
- * SEPP (Concurrences and Consents) 2018
- * SEPP (Primary Production and Rural Development) 2019

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):

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Educational Establishments and Child Care Facilities) 2017, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation, SEPP Housing Diversity and SEPP Remediation of Land, and proposed changes associated with the NSW Flood Prone Land Package (Department of Planning Industry & Environment).

3. The name of each development control plan that applies to the carrying out of development on the land:
 Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

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

Housing Code

Complying development may be carried out on the land under this

Code.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

Complying development may be carried out on the land under the Housing Internal Alterations Code.

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the Commercial and Industrial Alterations Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the Commercial and Industrial (New Buildings and Additions) Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

Subdivisions Code

Complying development may be carried out on the land under the Subdivisions Code.

Rural Housing Code

Complying development may be carried out on the land under the Rural Housing Code.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Housing Diversity Code

Complying development may be carried out on the land under the Low Rise Housing Diversity Code.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

Green Field Housing Code

Complying development under the Greenfield Housing Code may be carried out on the land.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

Complying development may be carried out on the land under the General Development Code.

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

Complying development may be carried out on the land under the Fire Safety Code.

Inland Code

Complying development may be carried out on the land under this Code.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to the Sutherland Shire.)

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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

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.

5. Mine Subsidence

Is the land proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

6. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

7. Council and other public authority policies on hazard risk restrictions

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

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.

No

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

No

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).

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.

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*.

No

10. Biodiversity stewardship sites

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

Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

No

10A. Native vegetation clearing set asides

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

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

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 Council has been notified of the order).

No.

14. Directions under Part 3A

Is there 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 that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there 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?

No

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (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 of Planning and Infrastructure.

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.

No

20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

21. Affected building notices and building product rectification orders

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (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.

Note: *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) Is the land significantly contaminated land within the meaning of that Act?
No
- (b) Is the land subject to a management order within the meaning of that Act?
No
- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No
- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No
- (e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning

and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

**ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 10.7(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

For further information please telephone [02] 9710 0333.

Yours faithfully

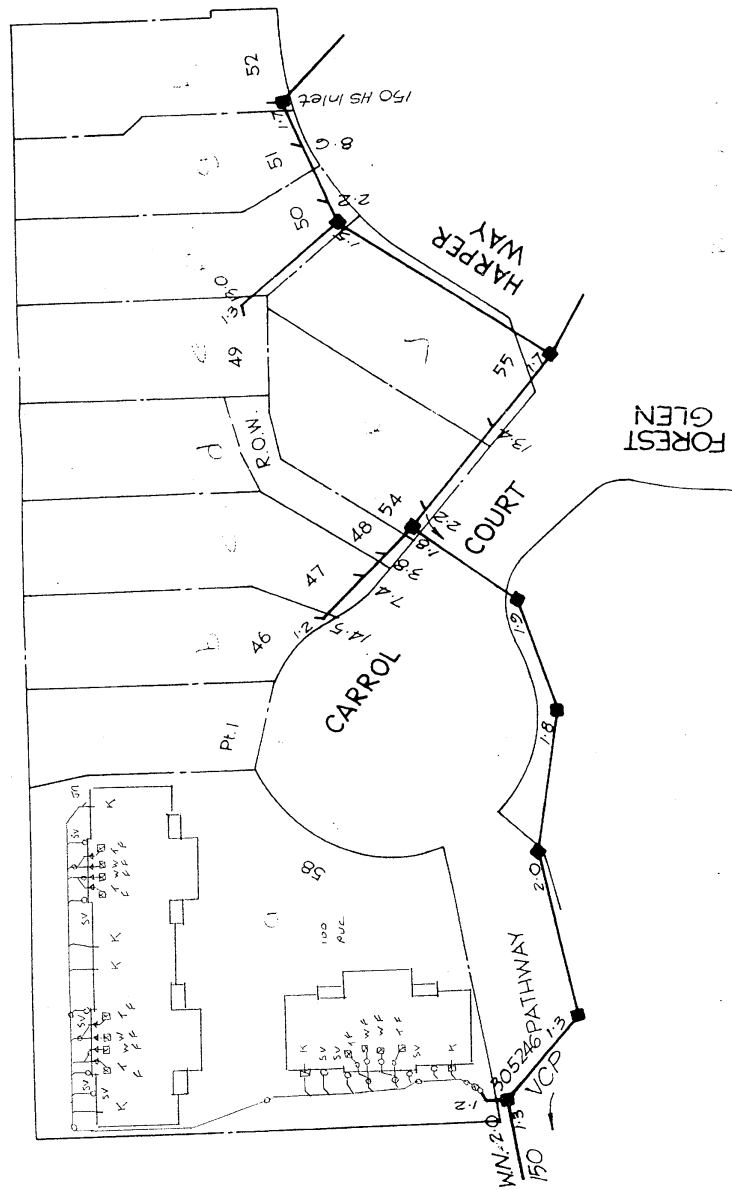
A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon
Manager Strategic Planning

Sewer Service Diagram

Application Number: 8000510658

Copy of Diagram No. 779150



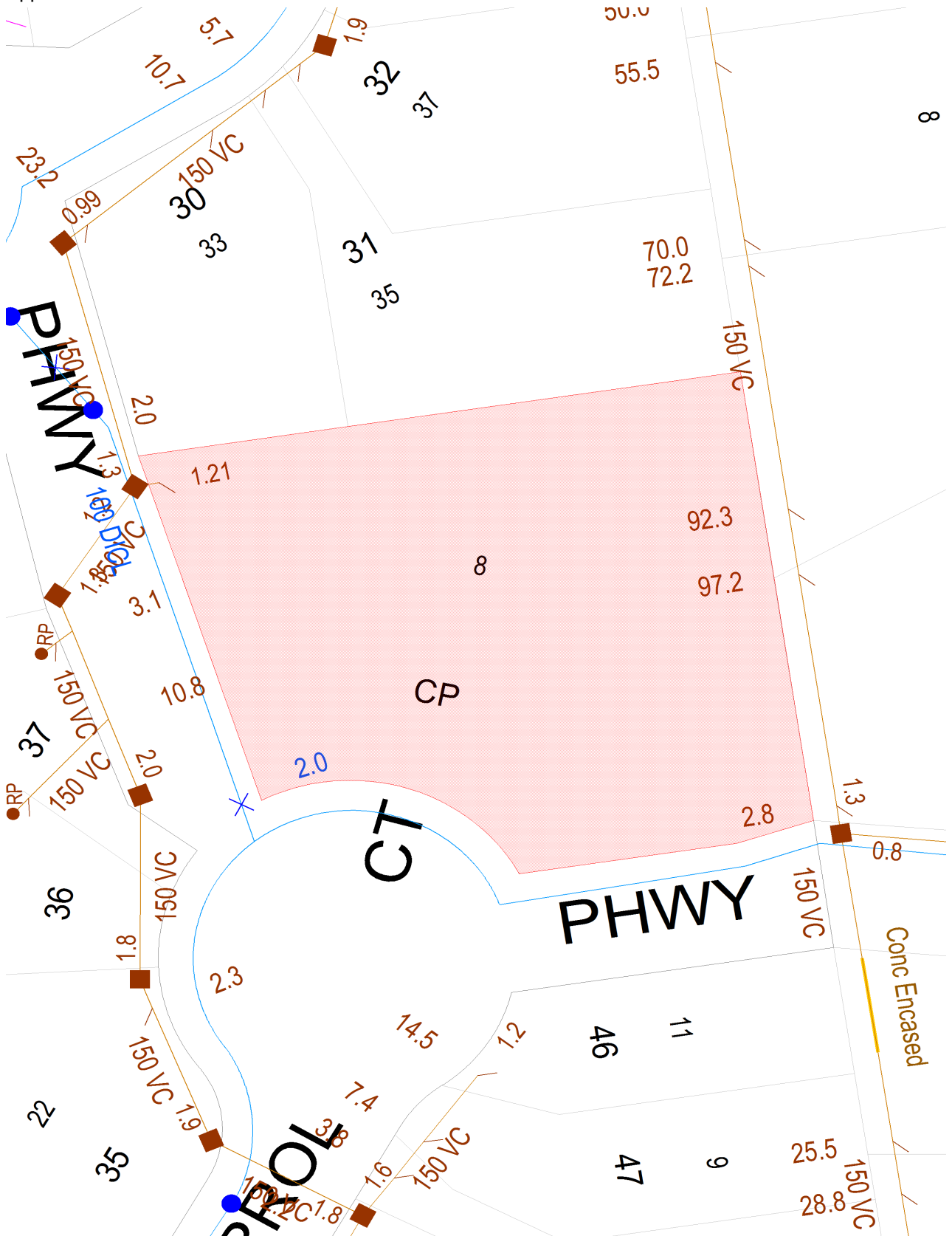
Copy of Diagram No.

<p>M. W. S. & D. B. SEWERAGE SERVICE DIAGRAM MUNICIPALITY OF SUTHERLAND SUBURB OF Menai</p>		<p>Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres</p>																																										
<p>SYMBOLS AND ABBREVIATIONS</p> <table border="0"> <tr> <td>Manhole</td> <td>O/S</td> <td>Waste Stack</td> </tr> <tr> <td>Chamber</td> <td>IP</td> <td>Inlet Pipe</td> </tr> <tr> <td>L.H.</td> <td>MF</td> <td>Mica Flap</td> </tr> <tr> <td>Boundary Trap</td> <td>T</td> <td>Tubs</td> </tr> <tr> <td>Inspection Shaft</td> <td>K</td> <td>Kitchen Sink</td> </tr> <tr> <td>Pit</td> <td>W</td> <td>Water Closet</td> </tr> <tr> <td>Grease Interceptor</td> <td>B</td> <td>Bath Waste</td> </tr> <tr> <td>Gully</td> <td>H</td> <td>Handbasin</td> </tr> <tr> <td>P Trap</td> <td>S</td> <td>Shower</td> </tr> <tr> <td>Reflex Valve</td> <td>Jh.</td> <td>Junction</td> </tr> <tr> <td>Cleaning Eye</td> <td>DW.</td> <td>Dishwasher</td> </tr> <tr> <td>Vertical Pipe</td> <td>F</td> <td>Floor Waste</td> </tr> <tr> <td>Vent Pipe</td> <td>M</td> <td>Washing Machine</td> </tr> <tr> <td>Soil Vent Pipe</td> <td>BS</td> <td>Bar Sink</td> </tr> </table>			Manhole	O/S	Waste Stack	Chamber	IP	Inlet Pipe	L.H.	MF	Mica Flap	Boundary Trap	T	Tubs	Inspection Shaft	K	Kitchen Sink	Pit	W	Water Closet	Grease Interceptor	B	Bath Waste	Gully	H	Handbasin	P Trap	S	Shower	Reflex Valve	Jh.	Junction	Cleaning Eye	DW.	Dishwasher	Vertical Pipe	F	Floor Waste	Vent Pipe	M	Washing Machine	Soil Vent Pipe	BS	Bar Sink
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<p>SEWER AVAILABLE ere the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage relation to the eventual position of the Board's sewer. ITE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, clause 3). The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of the sewerage system at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 35 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown herein are approximate only.</p>																																												
<p>DRAINAGE</p> <p>Revised by: _____ Date of Issue: _____</p> <p>Inspector: _____ W.O. 305246 Gaz. on 12. 3. 93</p> <p>Diagram Examined by: _____ W.O. _____ Gaz. on _____</p> <p>Chief Inspector: _____ Boundary Trap is not required</p>		<p>PLUMBING</p> <p>Supervised by: _____</p> <p>Inspector: _____</p> <p>Tracing Checked by: _____</p> <p>Sheet No. _____</p>																																										

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print
Application Number: 8000510659



Document generated at 04-03-2021 08:50:27 AM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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