

Contract for the sale and purchase of land 2022 edition

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| TERM | MEANING OF TERM | NSW DAN: |
| vendor's agent | Meeks Real Estate Pty Limited 347 Main Road CARDIFF, NSW 2285 | phone: 02 4954 7447 email: sales@meeksrealestate.com.au ref: Paul Meeks - 0416 341 374 |
| co-agent | | |
| vendor | Chanakyah Sandilya 78 Lamonerie Street, TOONGABBIE, NSW 2146 | |
| vendor's solicitor | Kilpatrick Hatton Solicitors Suite 1 163 Pacific Highway CHARLESTOWN NSW 2290 | phone: (02) 4920 8300 email: pkilpatrick@kilpatrickhatton.com.au ref: 31722 |
| date for completion | 35 days after the contract date | (clause 15) |
| land (address, plan details and title reference) | 14 BROOKFIELD AVENUE FLETCHER NSW 2287 Lot 28 Folio Identifier 28/286154 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | <input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | |

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

| | |
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| inclusions | <input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Water Tank |
| exclusions | |
| purchaser | |
| purchaser's solicitor | |
| price | |
| deposit | |
| balance | (10% of the price, unless otherwise stated) |
| contract date | (if not stated, the date this contract was made) |

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

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

buyer's agent

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

SIGNING PAGE

| VENDOR | PURCHASER |
|--|--|
| <p>Signed by</p> <p>Chanakyah Sandilya</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p> | <p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p> |
| VENDOR (COMPANY) | PURCHASER (COMPANY) |
| <p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p> | <p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p> |

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

| General | Strata or community title (clause 23 of the contract) |
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| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <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 <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate | <ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract |
| <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance | <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60 |

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

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:

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| APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

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

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| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>authorised Subscriber</i> | a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8; |
| <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>completion time</i> | the time of day at which completion is to occur; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount; |
| <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>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>document of title</i> | document relevant to the title or the passing of title; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <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 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>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>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>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>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>manual transaction</i> | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <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>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; |

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| <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</i> by the <i>party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <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> ; |
| <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). |

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development 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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do 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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

14 BROOKFIELD AVE FLETCHER NSW 2287

ADDITIONAL CONDITIONS

Vendor: Chanakyah Sandilya
Purchaser:
Property: 14 Brookfield Avenue, Fletcher 2287

32. Intentionally deleted

33. Amendments to the standard contract conditions

- 33.2 Clause 7.1.1 is deleted.
- 33.3 Clause 8.1.1 is amended by deleting the words "on reasonable grounds".
- 33.4 Clause 14 is hereby varied by the addition of the following sentence after the word "liable":
 - 14.1.1 The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purpose of such adjustment.
- 33.5 Clause 14.4.2 is deleted.
- 33.6 Clause 16.5 is amended by deleting the words "plus another 20% of that fee"
- 33.7 Clause 18 is hereby varied by the addition of the following clause:
 - 18.8 The Purchaser cannot make a claim or requisition or delay completion of this Contract after entering into possession of the property.
- 33.8 Clause 25.1.1 is amended by deleting the word "limited".
- 33.9 Clause 25.7 is deleted.

34. Warranty as to Agent

The Purchaser hereby indemnifies and agrees that at all times for the maximum period permitted by law to indemnify and keep indemnified the Vendor from and against any claim, commission, charge, expense, action, suit, proceedings, cost or demand of whatsoever nature by any real estate agent or employee of such real estate agent (other than the Vendor's agent named herein) who establishes that the Purchaser was introduced to the Vendor or to the property by any other agent or employee of him.

35. Deposit of less than 10%

The Vendor and the Purchaser agree that if:

- (a) The Purchaser defaults in the observance or performance of any obligation hereunder which is or the performance of which has become essential; and
- (b) The Purchaser has paid a deposit of less than ten per centum (10%) of the purchase price; and
- (c) the Vendor has terminated this Contract,

then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten per centum (10%) of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary. This clause shall not merge upon termination of this Contract.

36. Deposit by installments

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

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

37. Subject to finance

- (a) ~~With the written consent of the vendor or their representative, it is a condition of this contract that the purchaser shall obtain approval in writing of finance for the purchase of the property in accordance with this clause and The Schedule.~~
- (b) ~~The purchaser shall promptly, at the purchaser's expense:~~
 - i. ~~apply for finance in accordance with The Schedule;~~
 - ii. ~~make and pursue the finance application, pay all fees, supply all particulars, certificates and valuations, and do all other things as may reasonably be required for the purpose of the application;~~
 - iii. ~~inform the vendor regarding the progress of the finance application whenever reasonably requested to do so by or on behalf of the vendor;~~
 - iv. ~~notify the vendor in writing after receipt of written approval or refusal from the Lender.~~
- (c) ~~This clause is for the benefit of the purchaser who may, prior to rescission of this agreement, waive the benefit thereof.~~
- (d) ~~If without default on the part of the purchaser the finance approval in writing has not been obtained within the time limited in The Schedule, either party shall be entitled by notice served upon the other to rescind this agreement, provided that if the purchaser has obtained the finance approval in writing prior to service of such notice of rescission by either party, neither party shall thereafter be entitled to rescind this agreement for want of such approval.~~
- (e) ~~Upon rescission pursuant to this Clause the provisions of Clause 19 shall apply.~~
 - i. ~~In the event of a rescission under the terms of this clause, the purchaser shall forfeit to the vendor the sum equivalent to 0.25% of the purchase price being an estimate of the vendor's costs associated with the preparation of the contract and other expenses associated.~~
 - ii. ~~In order for the purchaser to rescind this Contract pursuant provision (d) above, the notice of rescission must be received by the Vendor's solicitor no later than 5.00pm on the last day the purchaser has to obtain finance approval as determined by item 3 in the Schedule below.~~

THE SCHEDULE

- 1. ~~Lender:~~
- 2. ~~Amount of Loan:~~
- 3. ~~Number of (calendar) days after making this agreement for obtaining written approval of finance: ten (10) calendar days~~

38. Release of deposit

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

39. Warranty by Purchaser

The Purchaser warrants to the vendor:

- (a) The purchaser is not an undischarged bankrupt and has not committed any act of bankruptcy;

- (b) The Purchaser does not require the approval or consent of the Foreign Investment Review Board to purchase the property;
- (c) The Purchaser is over the age of 18 years.

The Purchaser acknowledges that the Vendor relies on this warranty in entering into this Contract and the Purchaser will indemnify and keep indemnified the Vendor against any loss, expense, fine, damage, penalty and/or liability arising out of or as a consequence of a breach of this warranty by the Purchaser. This indemnity will not merge on completion.

40. Mine Subsidence Board

The Purchaser may rescind this Contract if the owner of the improvements on the land is not entitled, as at the date of this Contract, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this condition.

41. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations or dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connection in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land;
- (f) With the items specified as "inclusions" on the front page of this Contract that are not new;
- (g) Without any representation or warranty from or on behalf of the Vendor as to the state of repair or condition of any inclusions, the Vendor will not be responsible for any mechanical breakdown in respect of any such items;
- (h) Subject to the state of repair and condition of any inclusions as at the date of exchange subject to a reasonable wear and tear between the date hereof and the date on which the Purchaser is entitled to take possession of the property; and
- (i) Subject to title of the inclusions being passed on completion of this Contract and the Vendor shall not be required to give formal delivery in respect thereof.

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

42. Representations and warranties negated

Subject to the provisions of Section 52A of the Conveyancing Act, 1919, the Purchaser warrants that, unless otherwise stated in this Contract, the Purchaser has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on behalf of the Vendor including without limitation, any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the Property and the terms and conditions set out in this Contract contain the entire agreement in relation to the property as concluded between the parties.

The Purchaser further acknowledges that the Purchaser has not been induced to enter into this Contract by any representation, whether verbal or otherwise made by or on behalf of the Vendor which is not set out in the Contract.

43. Covenants

Notwithstanding anything in this Contract to the contrary, the Purchaser agrees not to raise any requisition or objection or make any claim for compensation or rescind or terminate this Contract in breach of any covenant relating to the property. The Purchaser is satisfied as to the terms of the covenants and has inspected the property as is satisfied as to the compliance or non-compliance with such covenants and accepts any such non-compliance. Covenant in this clause excludes any restrictive covenant.

44. Claims by the Purchaser

Notwithstanding the provisions of Clauses 5, 6 and 7 hereof the parties expressly agree that any claim (whether for compensation or not) shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 hereto entitling the Vendor to rescind this Contract.

45. Late completion

In the event that completion of this Contract shall not take place within the time allowed for completion in Clause 15 hereof, other than due to any act or omission on the part of the Vendor, the Purchaser hereby acknowledges and agrees that the Vendor is entitled to recover from the Purchaser as liquidated damages on completion of this Contract:

- (a) Interest on the balance of the purchase price payable hereunder at the rate of ten per centum (10%) per annum for the period between the expiration of the time allowed for completion pursuant to Clause 15 hereof and the actual date of completion, with such interest being calculated on a daily basis and added to the balance payable on completion;
- (b) The sum of Three Hundred and Thirty Dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses allowed by the Purchaser as an additional adjustment on completion;
- (c) The Parties agree that payment of such sums is made on account of damages and that the Vendor shall not be required to complete this Contract unless the said sums are paid on completion;
- (d) The Vendor's rights pursuant to this clause do not limit any other rights the Vendor may have against the Purchaser as a result of the Purchaser's failure to complete this Contract in accordance with the provisions of this Contract.

46. Notice to complete

- (a) It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose;
- (b) Further, in the circumstances justifying the issue of a Notice to Complete by the Vendor, then the Purchaser shall be liable for the sum of three hundred & thirty dollars (\$330.00) as the agreed reasonable legal expenses incurred by the Vendor as a result of having to issue such Notice to Complete.
- (c) The Purchaser's obligation to pay the sum referred to in clause 42(b) hereof is an essential term of this contract and shall in no way affect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of Contract.
- (d) The party serving the Notice to Complete may:
 - i. At any time, withdraw the Notice to Complete by further notice to the party in default; and
 - ii. At its option, issue a further Notice to Complete.

47. ~~Swimming pool~~

~~If a swimming pool forms part of the property:~~

- ~~(a) The Vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 (in this clause "the Act") and the regulations prescribed under the Act;~~
- ~~(b) After completion the Purchaser must comply with the requirements of the Act; and~~
- ~~(c) The Purchaser cannot make claim, objection or requisition or rescind or terminate in respect of the swimming pool and any non-compliance with the Act and Regulations prescribed under the Act.~~

48. Survey

Where a Surveyor's Report (or copy thereof) is annexed to the Contract:

- (a) The Vendor does not warrant the accuracy or completeness of the Report; and
- (b) The purchaser will take title subject to and will not make any objection, requisition or claim for compensation or claim any right to rescind or terminate in respect of the matters disclosed or referred to in such Report.

49. Qualified and limited title

- (a) If applicable, the property the subject of this Contract for Sale shall be deemed to be held by the Vendor pursuant to the provisions of the Real Property Act, 1900 and the Purchaser shall not be entitled to make any requisition, claim for compensation or objection with regard to the said Qualified Certificate of Title and the Vendor shall not be called upon to, nor shall the Vendor be obliged to, provide any Old System Title Abstracts of Title or Chronological Index of Title or Old System Title Search Papers and the Vendor shall be entitled to treat the subject property as not being Qualified Title pursuant to part IVA of the Real Property Act, 1900 and the Purchaser shall accept the title to the subject property as being wholly pursuant to the provisions of the Real Property Act, 1900.
- (b) If applicable, notwithstanding any other provision in this Contract for Sale the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the notation of Limited Title on the subject property.

50. Sewer Diagram

- (a) The Vendor and the Purchaser acknowledges that in the event the property is connected to a sewer main service provided by the Hunter Water Corporation then the attached sewer main diagram is the only diagram available from the Hunter Water Corporation in the ordinary course of administration.
- (b) The Purchaser shall not be entitled to make any objection, requisition or claim for compensation or rescind or terminate this Contract in respect of the matter disclosed.

51. Death/mental incapacity

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or becomes mentally ill or, being a company is wound up or goes into liquidation, then either party may at any time thereafter rescind this Contract by notice in writing served on the other party.

52. Guarantee and indemnity if the Purchaser is a Company

- (a) If the Purchaser of the property is a Company, the Offices or persons who sign this contract on behalf of the Company or who attest the seal of the Company on this Contract:
 - i. Jointly and separately guarantee all obligations of the Purchaser under this Contract including the payment of the purchase price; and

- ii. Jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Contract.
- (b) This guarantee and indemnity is given by each guarantor as principal and not discharged or released by any release or variation of this Contract between the Vendor and the Purchaser.

53. ~~Tenancy~~

~~If a tenant is in occupation of the property and if page one (1) of this Contract provides for the Vendor to give Vacant Possession of the property on completion of this contract, then the following provisions shall apply:~~

- ~~(a) Completion of this contract is conditional upon the Vendor obtaining Vacant Possession of the property from the tenant. The Vendor will forthwith serve a notice on the tenant and will pursue that notice and the obtaining of Vacant Possession.~~
- ~~(b) Neither party will be entitled to service Notice to Complete on the other party until Vacant Possession by the tenant is available to the Vendor.~~

54. Intentionally deleted

55. Intentionally deleted

56. Requisitions

- (a) The Purchaser agrees that the only form of general Requisitions in Title the Purchaser may make pursuant to clause 5.1 shall be in the form of Requisitions on Title annexed hereto.
- (b) The Purchaser acknowledges that these Requisitions on Title are deemed to have been served on the date of this contract.
- (c) The Purchaser is not entitled to make any requisitions (other than those annexed hereto) unless such requisition arises out of something served by the Vendor after the date of this Contract.

57. Conflict

If there is a conflict or inconsistency between these Additional Conditions and the printed clauses of this Contract, these Additional Conditions shall prevail to the extent of such conflict or inconsistency.

58. Christmas Holiday Period

- (a) The parties agree that for the purposes of this Contract, any day between 20 December 2024 and 6 January 2025 inclusive ('the Holiday Period') is not a business day and the provisions of clause 21.5 of the Contract apply.
- (b) Neither party may require the other to complete during the Holiday Period.
- (c) Neither party may serve a Notice to Complete on the other party:
 - i. During the Holiday Period; OR
 - ii. Requiring completion be effected during the Holiday Period.
- (d) If the date for completion stipulated or reckoned in this Contract falls within the Holiday Period then, that date is extended to 6 January 2024.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Re: Sandilya Proposed Sale

Property: 14 Brookfield Avenue, Fletcher NSW 2287

Dated: 3 December 2024

Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the land value for land tax purposes for the current year?

Survey & Building

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

- (d) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 16. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 17.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 19. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 20. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 21.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
- 22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

- 23. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions & Transfer

- 24. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 25. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 26. The purchaser reserves the right to make further requisitions prior to completion.
- 27. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 28/286154

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 20/11/2024 | 10:57 AM | 6 | 4/12/2018 |

LAND

LOT 28 IN NEIGHBOURHOOD PLAN DP286154

AT MINMI

LOCAL GOVERNMENT AREA NEWCASTLE

PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM DP286154

FIRST SCHEDULE

CHANAKYAH SANDILYA

(T AH203509)

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/286154
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT
CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE
NEIGHBOURHOOD PLAN
- 4 THIS NEIGHBOURHOOD SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE
INTERESTS RECORDED ON REGISTER FOLIO 1/270583
- 5 DP1044935 EASEMENT FOR INUNDATION APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 6 DP1044935 EASEMENT TO DRAIN SEWAGE APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 7 DP1044935 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 8 DP270583 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
DP286153 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 3
IN DP270583
AH577437 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOTS
12 & 13 IN DP270583
- 9 DP270583 RESTRICTION(S) ON THE USE OF LAND 20, 24.895, 30
WIDE & VARIABLE WIDTH (DOC.1)
- 10 DP286154 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B (DOC.1)
- 11 DP286154 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC.1)
- 12 DP286154 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED (DOC.1)
- 13 AN905662 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

END OF PAGE 1 - CONTINUED OVER

31722...

PRINTED ON 20/11/2024

FOLIO: 28/286154

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

31722...

PRINTED ON 20/11/2024

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FOLIO: 1/286154

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 3/12/2024 | 11:37 AM | 1 | 25/6/2009 |

LAND

THE NEIGHBOURHOOD PROPERTY WITHIN LOT 1 IN NEIGHBOURHOOD PLAN
DP286154
AT MINMI
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP286154

FIRST SCHEDULE

NEIGHBOURHOOD ASSOCIATION DP286154
ADDRESS FOR SERVICE OF DOCUMENTS:
THE OUTLOOK
290-302 MINMI ROAD
FLETCHER
NSW 2287

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE NEIGHBOURHOOD PLAN
- 3 THIS NEIGHBOURHOOD SCHEME FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270583
- 4 DP1044935 EASEMENT FOR INUNDATION APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1044935 EASEMENT TO DRAIN SEWAGE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1044935 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- * 7 DP270583 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- * DP286153 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 3 IN DP270583
- * AH577437 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOTS 12 & 13 IN DP270583
- 8 DP270583 RESTRICTION(S) ON THE USE OF LAND 20, 24.895, 30 WIDE & VARIABLE WIDTH (DOC.1)

END OF PAGE 1 - CONTINUED OVER

31722...

PRINTED ON 3/12/2024

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/286154

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

31722...

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Received: 03/12/2024 11:37:58



FOLIO: 1/270583

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 3/12/2024 | 11:25 AM | 1 | 22/6/2009 |

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270583
AT MINMI
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP270583

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270583
ADDRESS FOR SERVICE OF DOCUMENTS:
THE OUTLOOK
290-302 MINMI ROAD
FLETCHER
NSW 2287

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 3 DP1044935 EASEMENT FOR INUNDATION AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1044935 EASEMENT FOR INUNDATION APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 5 DP1044935 EASEMENT TO DRAIN SEWAGE APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 6 DP1044935 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 7 DP270583 EASEMENT FOR WATERMAIN 15.5 WIDE, 20 WIDE & VARIABLE
WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM (DOC.1)
- 8 DP270583 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15.5 WIDE
& 20 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 9 DP270583 EASEMENT FOR WASTEWATER PUMPING STATION VARIABLE
WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM (DOC.1)
- 10 DP270583 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)
- 11 DP270583 EASEMENT FOR SEWER MAIN 3 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

FOLIO: 1/270583

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

-
- (DOC.1)
- 12 DP270583 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 & 15
METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 13 DP270583 RESTRICTION(S) ON THE USE OF LAND 20, 24.895, 30
WIDE & VARIABLE WIDTH (DOC.1)
- 14 DP270583 EASEMENT FOR PUBLIC ACCESS AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 15 DP270583 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.1)
- * 16 AE295841 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

DP270583 NOTE: REGISTERED 13.2.2013. SUBDIVIDES LOTS 5 & 9 INTO LOTS
12-13 IN DP270583

DP286154 NOTE: REGISTERED 25.6.2009. SUBDIVIDES LOT 2 INTO LOTS 1-42
IN DP286154

DP286153 NOTE: REGISTERED 25.6.2009. SUBDIVIDES LOT 3 INTO LOTS 1-38
IN DP286153

DP286155 NOTE: REGISTERED 25.6.2009. SUBDIVIDES LOT 4 INTO LOTS 1-40
IN DP286155

DP286460 NOTE: REGISTERED 24.7.2013. SUBDIVIDES LOT 12 IN DP270583
INTO LOTS 1-21 IN DP286460

DP286502 NOTE: REGISTERED 1.7.2014. SUBDIVIDES LOT 13 IN DP270583
INTO LOTS 1-23 IN DP286502

DP286584 NOTE: REGISTERED 26.10.2015. SUBDIVIDES LOT 6 IN DP270583
INTO LOTS 1-25 IN DP286584

DP286650 NOTE: REGISTERED 11.10.2016. SUBDIVIDES LOT 7 IN DP270583
INTO LOTS 1-25 IN DP286650

DP286694 NOTE: REGISTERED 22.2.2017. SUBDIVIDES LOT 8 IN DP270583
INTO LOTS 1-31 IN DP286694

DP286707 NOTE: REGISTERED 24.1.2018. SUBDIVIDES LOT 11 IN DP270583
INTO LOTS 1-13 IN DP286707

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

31722...

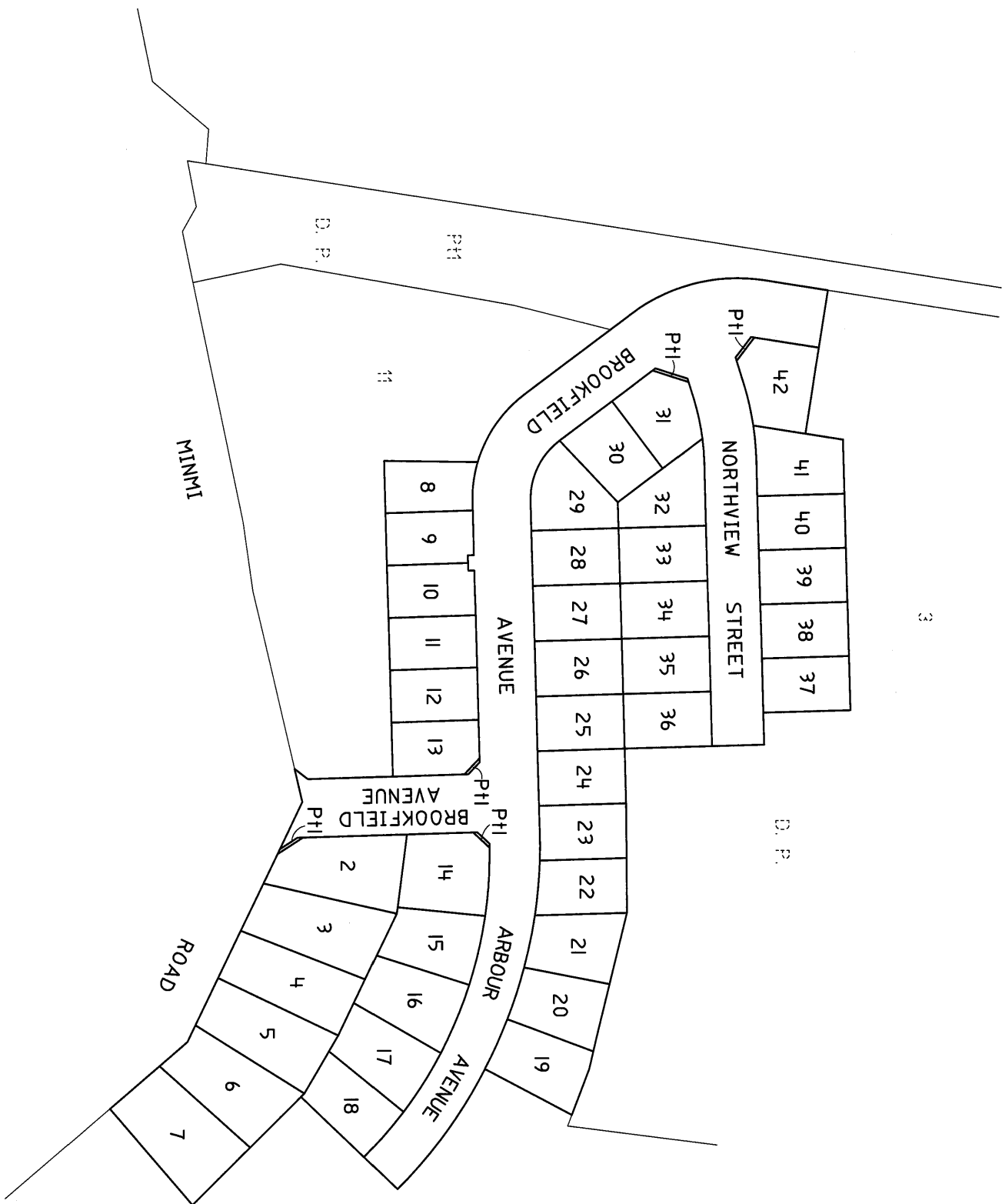
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LOCATION DIAGRAM

SCALE 1:1000

M.G.A.



THIS SHEET IS BEING CONTINUALLY UPDATED TO
SHOW THE CURRENT SUBDIVISION PATTERNS OF THE
SCHEME OR DETAILS OF UPDATES AND ADDITIONAL
AND REPLACEMENT SHEETS SEE SCHEDULE BELOW

SCHEDULE OF CHANGES TO
THE SCHEME

| LOT No. | DETAILS | SHEET No. |
|------------|---------|--------------|
|------------|---------|--------------|

| | | |
|--|--|--|
| | | |
|--|--|--|

Subdivision Certificate No **421/08**

Date of Survey: 29-2-2008

Surveyor: PETER JAMES JOHNSON

Surveyor's Ref: 500301.02

Registered



25.6.2009

COMMUNITY REGISTRATION/NEIGHBOURHOOD PLAN



DP286154 P

DETAIL PLAN IN 3 SHEETS

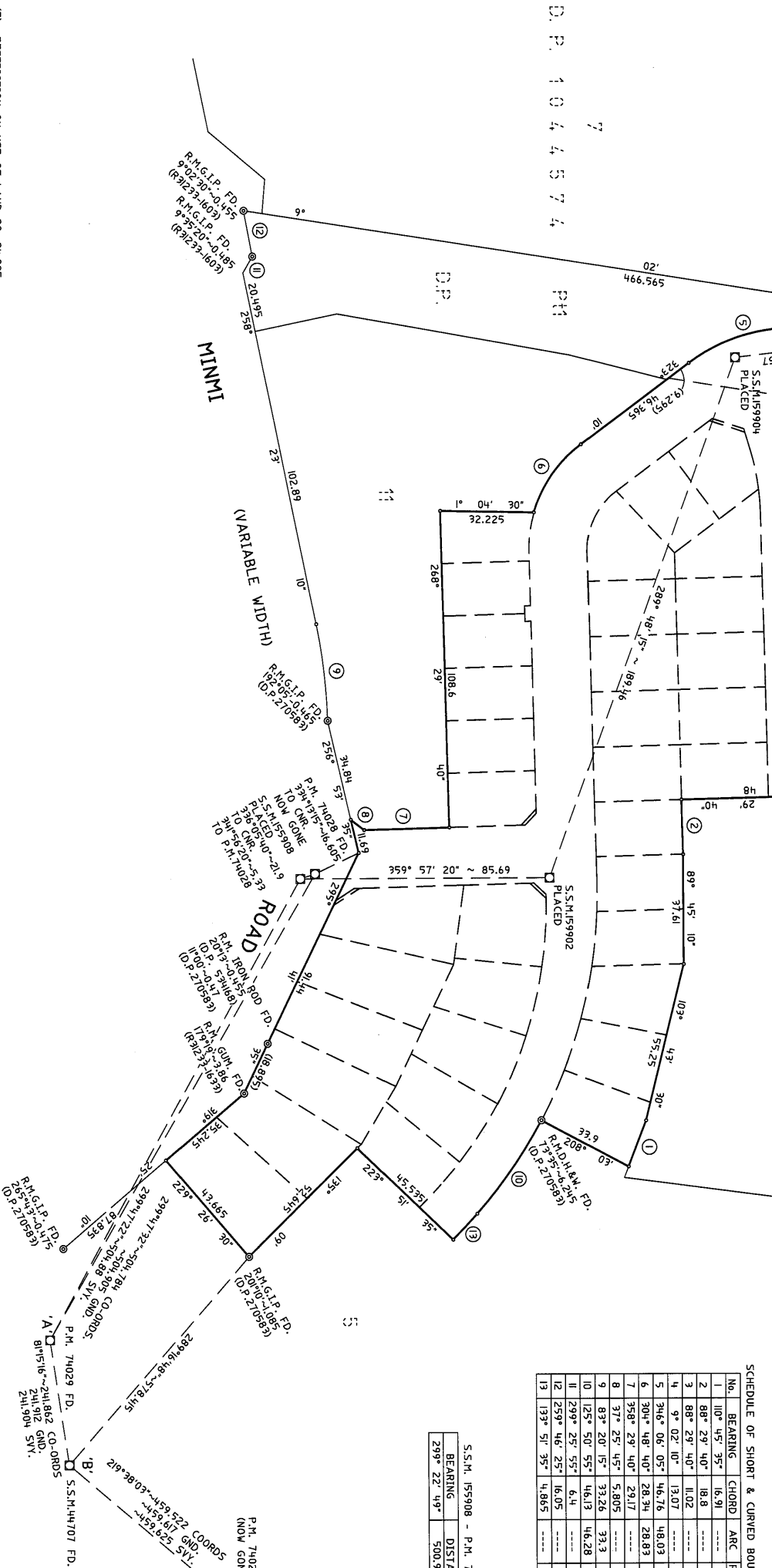
| CLAUSE 35(1)(b) AND CLAUSE 6(2) OF THE SURVEYING REGULATION 2006 | | | | |
|--|---------------------|---------------|-------|-------------------|
| MARK | M.G.A. CO-ORDINATES | | CLASS | ORDER |
| | EASTING | NORTHING | | |
| P.M. 74027 | 3712 830.879 | 6 361 926.641 | B | 2 |
| P.M. 74028 | 371 860.64 | 6 361 786.78 | D | 4 |
| P.M. 74029 | 3712 298.708 | 6 361 535.974 | B | 2 |
| S.S.M. 44707 | 3712 537.758 | 6 361 572.748 | B | 2 |
| S.S.M. 159002 | 371 862.2 | 6 361 867.4 | N/A | ADDITIONAL PLACED |
| S.S.M. 159004 | 371 884.0 | 6 361 931.6 | N/A | ADDITIONAL PLACED |
| S.S.M. 159008 | 371 862.3 | 6 361 781.7 | N/A | ADDITIONAL PLACED |

M.G.A. CO-ORDINATES ADOPTED FROM SCINS AS AT 22ND FEBRUARY 2008
COMBINED SEA LEVEL & SCALE FACTOR = 0.999795 ZONE 56

SCHEDULE OF SHORT & CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|-------|-------|--------|
| 1 | 110° 45' 35" | 16.91 | --- | --- |
| 2 | 88° 29' 40" | 18.8 | --- | --- |
| 3 | 88° 29' 40" | 11.02 | --- | --- |
| 4 | 9° 02' 10" | 13.07 | --- | --- |
| 5 | 346° 06' 05" | 46.76 | 48.03 | 60 |
| 6 | 304° 48' 40" | 28.34 | 28.83 | 45 |
| 7 | 358° 29' 40" | 29.17 | --- | --- |
| 8 | 37° 25' 45" | 5.805 | --- | --- |
| 9 | 83° 20' 15" | 33.26 | 33.3 | 192.7 |
| 10 | 125° 50' 55" | 46.13 | 46.28 | 165.5 |
| 11 | 299° 25' 55" | 6.4 | --- | --- |
| 12 | 259° 46' 25" | 16.05 | --- | --- |
| 13 | 139° 51' 35" | 4.865 | --- | --- |

| | |
|----------------------------|----------|
| S.S.M. 155908 - P.M. 74029 | |
| BEARING | |
| 299° 22' 49" | DISTANCE |
| | 500.939 |



(1) RESTRICTION ON USE OF LAND 20, 24, 895,
30 WIDE AND VARIABLE WIDTH (D.P. 270583)

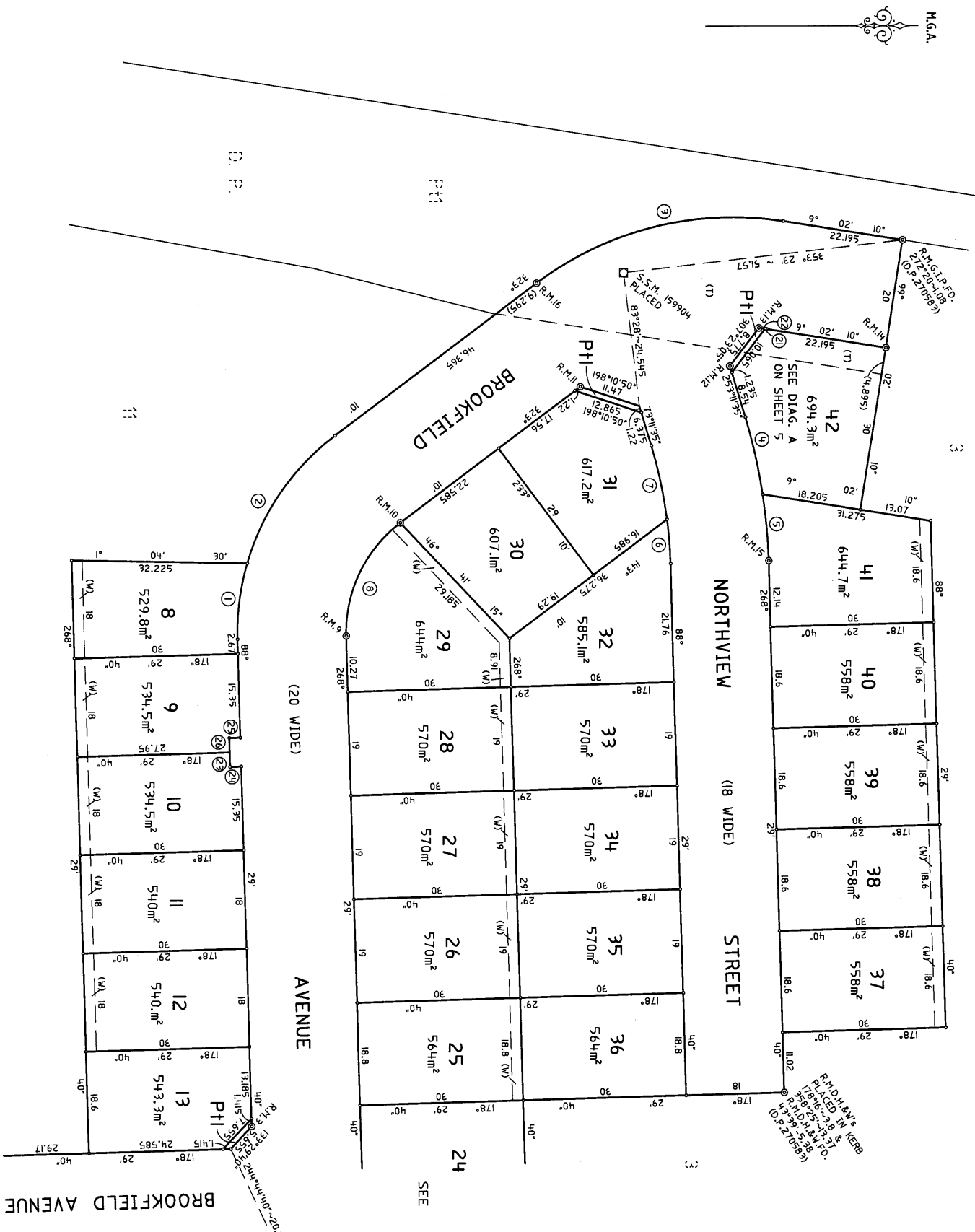
Surveyor: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 50030L02

PLAN OF SUBDIVISION OF LOT 2
IN D.P. 270583

LGA: NEWCASTLE
Locality: MININT
Subdivision No: 421/08
Lengths are in metres, Reduction Ratio: 1:1000

Registered
25.6.2009

D.P. 286154



SCHEDULE OF SHORT & CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|-------|-------|--------|
| 1 | 97° 28' 30" | 14.05 | 28.83 | 45 |
| 2 | 304° 06' 05" | 46.76 | 46.03 | 60 |
| 3 | 257° 20' 40" | 14.48 | 14.49 | 100 |
| 4 | 264° 59' 40" | 12.21 | 12.21 | 100 |
| 5 | 265° 39' | 8.135 | 8.14 | 82 |
| 6 | 78° 00' | 13.74 | 13.76 | 82 |
| 7 | 295° 49' 50" | 22.96 | 23.86 | 25 |
| 8 | 8° 49' 10" | 0.3 | 0.3 | 40 |
| 21 | 7° 46' 45" | 1.15 | 1.15 | 40 |
| 22 | 388° 29' 40" | 2.65 | --- | --- |
| 23 | 358° 29' 40" | 2.05 | --- | --- |
| 24 | 178° 29' 40" | 2.05 | --- | --- |
| 25 | 88° 29' 40" | 2.65 | --- | --- |
| 26 | 88° 29' 40" | 2.65 | --- | --- |

SCHEDULE OF REFERENCE MARKS

| No. | BEARING | DISTANCE |
|--------|--------------|----------|
| R.M.3 | 178° 36' | 5.755 |
| R.M.3 | 178° 32' | 15.575 |
| R.M.9 | 176° 54' | 4.3 |
| R.M.9 | 176° 57' | 13.87 |
| R.M.10 | 52° 52' | 4.265 |
| R.M.10 | 53° 04' | 13.925 |
| R.M.11 | 53° 04' | 13.925 |
| R.M.12 | 336° 13' | 4.22 |
| R.M.12 | 336° 16' | 13.715 |
| R.M.13 | 103° 00' | 4.365 |
| R.M.13 | 103° 08' | 13.885 |
| R.M.14 | 98° 48' | 4.485 |
| R.M.14 | 98° 57' | 13.005 |
| R.M.15 | 358° 16' | 3.8 |
| R.M.15 | 358° 26' | 13.39 |
| R.M.16 | 272° 46' | 7.885 |
| R.M.16 | 250° 52' 30" | 16.515 |

ALL REFERENCE MARKS ARE
DRILL HOLES AND WINGS IN KERB

BROOKFIELD AVENUE
SHEET 4

Surveyor: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 50030L02

PLAN OF SUBDIVISION OF LOT 2
IN D.P. 270583

LGA: NEWCASTLE
Locality: MINIMI
Subdivision No: 421/08
Lengths are in metres. Reduction Factor: 1:500

Registered
D.P. 286154

Table of mm 80 100 120 130 140

M.G.A.



SCHEDULE OF CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|-------|-------|--------|
| 9 | 270° 14' 15" | 10.07 | 10.07 | 165.5 |
| 10 | 275° 15' 35" | 18.93 | 18.94 | 165.5 |
| 11 | 280° 42' | 18.25 | 18.26 | 165.5 |
| 12 | 288° 05' 40" | 18.66 | 18.67 | 165.5 |
| 13 | 294° 35' | 18.8 | 18.81 | 165.5 |
| 14 | 125° 50' 55" | 46.13 | 46.28 | 165.5 |
| 15 | 302° 31' 45" | 23.94 | 23.97 | 146.05 |
| 16 | 302° 50' 30" | 25.39 | 25.42 | 146.05 |
| 17 | 292° 50' 30" | 24.31 | 24.34 | 146.05 |
| 18 | 283° 04' 50" | 23.54 | 23.57 | 146.05 |
| 19 | 273° 40' 55" | 1.4 | 1.4 | 146.05 |
| 20 | 89° 00' | 1.4 | 1.4 | 146.05 |

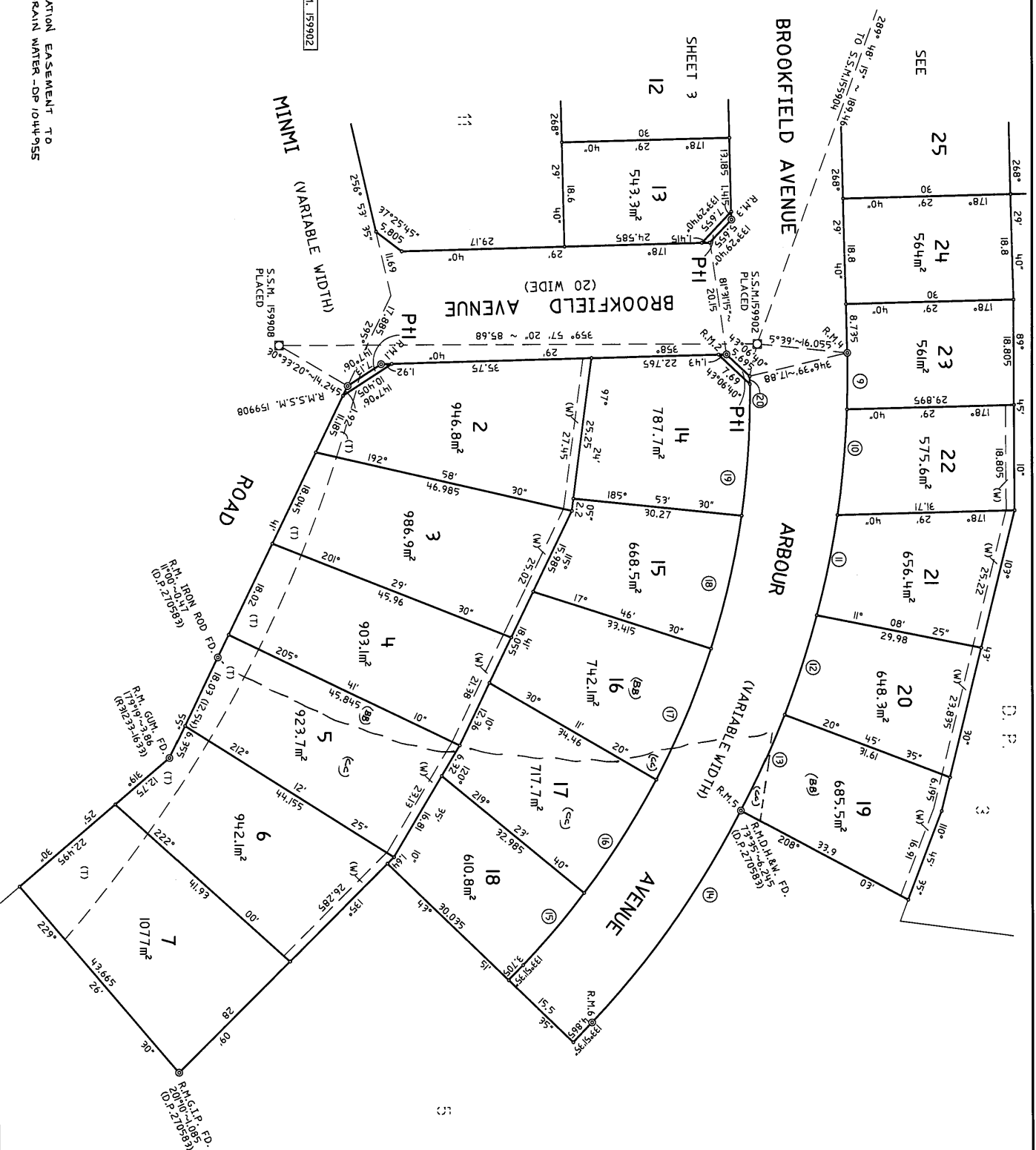
SCHEDULE OF REFERENCE MARKS

| No. | BEARING | DISTANCE |
|--------|----------|----------|
| R.M.1 | 100° 28' | 4.935 |
| R.M.2 | 100° 29' | 4.215 |
| R.M.3 | 81° 16' | 4.27 |
| R.M.4 | 81° 26' | 4.27 |
| R.M.5 | 178° 36' | 5.755 |
| R.M.6 | 178° 32' | 15.575 |
| R.M.7 | 5° 39' | 16.05 |
| R.M.8 | 5° 32' | 4.555 |
| R.M.9 | 19° 50' | 4.315 |
| R.M.10 | 19° 59' | 12.465 |
| R.M.11 | 24° 34' | 4.55 |
| R.M.12 | 34° 13' | 12.01 |

ALL REFERENCE MARKS ARE
DRILL HOLES AND WINGS IN KERB
UNLESS SHOWN OTHERWISE

(b) - DERIVED BY EASEMENT FOR INUNDATION EASEMENT TO
DRAIN SEWAGE & EASEMENT TO DRAIN WATER - DP 1044955
(c) - COVENANT - L602951

(w) - EASEMENT TO DRAIN WATER 2 WIDE
(1) - RESTRICTION ON USE OF LAND 20, 24, 895,
30 WIDE AND VARIABLE WIDTH (D.P. 270583)



Surveyor: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 50030102

PLAN OF SUBDIVISION OF LOT 2
IN D.P. 270583

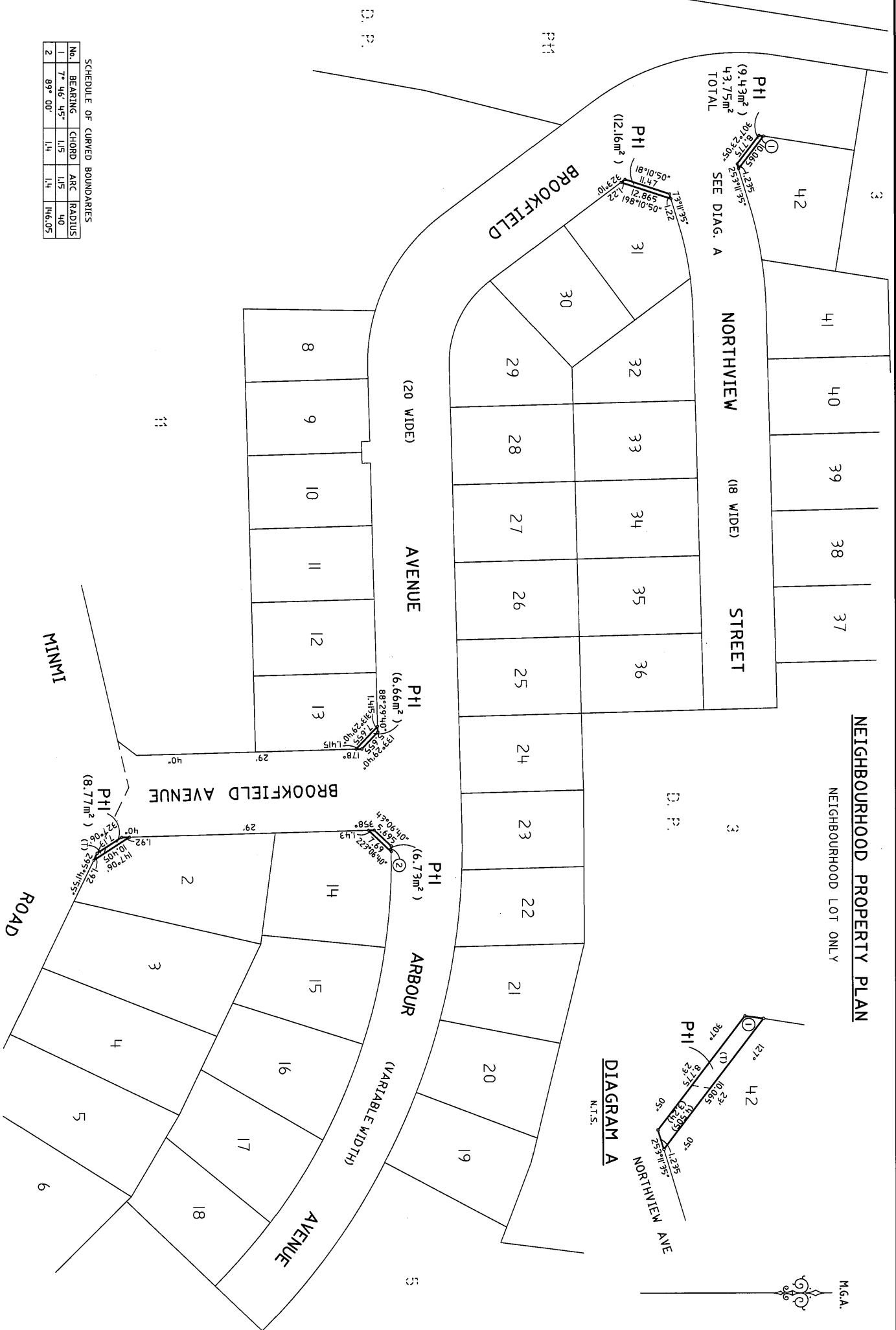
LGA: NEWCASTLE
Locality: MINMI
Subdivision No: 421/08
Lengths are in metres, Reduction Factor: 1:500

Registered
M.G.A. 25-6-2007

D.P. 286154

NEIGHBOURHOOD PROPERTY PLAN

NEIGHBOURHOOD LOT ONLY



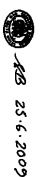
| No. | BEARING | CHORD | ARC | RADIUS |
|-----|------------|-------|------|--------|
| 1 | 7° 46' 45" | 1.15 | 1.15 | 40 |
| 2 | 89° 00' | 1.4 | 1.4 | 146.05 |

(1) - RESTRICTION ON USE OF LAND 20, 24, 895,
30 WIDE AND VARIABLE WIDTH (D.P. 270583)

Surveyor: PETER JAMES JOHNSON
Date of Survey: 29-2-2008
Surveyor's Ref: 50030.02

PLAN OF SUBDIVISION OF LOT 2
IN D.P. 270583

LGA: NEWCASTLE
Locality: MINIMI
Subdivision No: 42/108
Lengths are in metres, Reduction Factor: 1:600



Registered

D.P. 286154

DP 286154

COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

.....
ATTENTION

A Community Plan may be subject to future subdivision that may contain a Signature/Administration Sheet. This document will then comprise separate Signature/Administration Sheets registered on different dates.

Particulars of each Signature/Administration Sheet are as follows:-

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

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

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

1. RESTRICTION ON USE OF LAND
2. EASEMENT TO DRAIN WATER 2 WIDE
3. RESTRICTION ON USE OF LAND

SUBJECT TO THE RESTRICTION ON THE USE OF LAND IT IS INTENDED TO DEDICATE BROOKFIELD AVENUE TO THE PUBLIC AS PUBLIC ROAD

IT IS INTENDED TO DEDICATE NORTHVIEW STREET AND ARBOUR AVENUE TO THE PUBLIC AS PUBLIC ROAD



DP286154 S

(Doc. A)

Registered:  *AB* 25.6.2009

Title System: TORRENS

Purpose: SUBDIVISION

**PLAN OF SUBDIVISION OF LOT 2
D.P.270583**

LGA: NEWCASTLE

Locality: MINMI

Parish: HEXHAM

County: NORTHUMBERLAND

Surveying Regulation, 2006

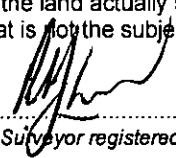
I, PETER JAMES JOHNSON

of ADW JOHNSON P.O. BOX 3717 TUGGERAH 2259
a surveyor registered under the *Surveying Act, 2002*, hereby
certify that the survey represented in this plan is accurate, has
been made in accordance with the *Surveying Regulation, 2006*
and was completed on

29/2/2008

The survey relates to LOTS 1 - 42

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

Signature  Dated: 30-6-2008
Surveyor registered under the *Surveying Act, 2002*

Datum Line: 'A' - 'B'
Type: Urban / Rural

Plans used in the preparation of survey/compilation

D.P.270583

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

SURVEYOR'S REFERENCE: 50030L02

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

Crown Lands NSW/Western Lands Office Approval

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

Date:

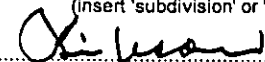
File Number:

Office:

Subdivision Certificate

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

Subdivision & new road set out herein
(insert 'subdivision' or 'new road')



• (Authorised Person/General Manager/Accredited Certifier)

Consent Authority Minister of Planning

Date of Endorsement 21.7.08

Accreditation No. BPB0136

Subdivision Certificate No. 421/08

File No. MP060031 MOD 2

• Delete whichever is inapplicable

★ OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheets

PLAN OF SUBDIVISION OF LOT 2
D.P.270583

D.P. 286154

(DOC. A)

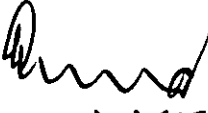
Registered:  SB 25.6.2009

Subdivision Certificate No: 421/08


Date of Endorsement: 21.07.08


Executed by Northern Residential
Pty Limited ACN 103 878 931 in
accordance with section 127 of the
Corporations Act 2001 by:


DIRECTOR
JULIE ANNE McNAMEE


DIRECTOR
ALAN OSBURG

Executed by J v M McNamee Holdings
Pty Limited pursuant to section 127 of
the Corporations Act 2001 by:


Director
Margaret McNamee


Director
John Boden McNamee

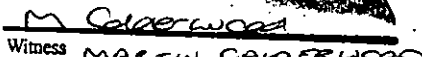
EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

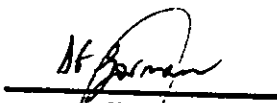


DAMIAN GORMAN


MARK CORBETT

Full Names

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


Witness MARTIN CALDERWOOD


Signature

Signature

BOOK 4415
NO 47

SURVEYOR'S REFERENCE: 50030L02

★ OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 2
D.P.270583

D.P. 286154

(DOC. A)

Registered:



AB 25.6.2009

Subdivision Certificate No.: 421/08

Date of Endorsement: 21.7.08

Name of Development if any

THE OUTLOOK

Address for Service of Notice

290 - 302 MINMI ROAD
FLETCHER NSW 2287

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

Any changes will be recorded on subsequent Administration Sheets numbered sheet 3a, 3B etc as the circumstances require.

* Strike out whichever is inapplicable

I, TODD ANDREW HADLEY
of MTD VALUERS, GOSFORD

being a valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements shown on ~~this sheet~~ these sheets are based on valuations made by me on # 24 JUNE 2008

Signature Todd Hadley Dated 3/7/08

* Strike out whichever is inapplicable # Insert date of valuation

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

SCHEDULE OF UNIT ENTITLEMENT

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

INITIAL SCHEDULE

| LOT No. | UNIT ENTITLEMENT | SUBDIVISION |
|---------|------------------------|-------------|
| 1 | NEIGHBOURHOOD PROPERTY | |
| 2 | 86 | |
| 3 | 80 | |
| 4 | 80 | |
| 5 | 80 | |
| 6 | 80 | |
| 7 | 82 | |
| 8 | 78 | |
| 9 | 78 | |
| 10 | 78 | |
| 11 | 78 | |
| 12 | 78 | |
| 13 | 78 | |
| 14 | 92 | |

CONTINUED OVER

SURVEYOR'S REFERENCE: 50030L02

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4... of 4... sheets

PLAN OF SUBDIVISION OF LOT 2
D.P.270583

D.P. 286154

(DOC. A)

Registered:  *AB* 25.6.2009

Subdivision Certificate No: 421/08

Date of Endorsement: 21.07.08

SCHEDULE OF UNIT ENTITLEMENT INITIAL SCHEDULE (cont.)

| LOT No. | UNIT ENTITLEMENT | SUBDIVISION |
|-----------|------------------|-------------|
| 15 | 89 | |
| 16 | 92 | |
| 17 | 90 | |
| 18 | 83 | |
| 19 | 84 | |
| 20 | 83 | |
| 21 | 83 | |
| 22 | 79 | |
| 23 | 79 | |
| 24 | 79 | |
| 25 | 79 | |
| 26 | 79 | |
| 27 | 79 | |
| 28 | 79 | |
| 29 | 84 | |
| 30 | 80 | |
| 31 | 86 | |
| 32 | 82 | |
| 33 | 79 | |
| 34 | 79 | |
| 35 | 79 | |
| 36 | 79 | |
| 37 | 79 | |
| 38 | 79 | |
| 39 | 79 | |
| 40 | 79 | |
| 41 | 87 | |
| 42 | 92 | |
| AGGREGATE | 3,348 | |

SURVEYOR'S REFERENCE: 50030L02

★ OFFICE USE ONLY

DP286154

COVER SHEET FOR SECTION 88B INSTRUMENT

.....
ATTENTION
.....

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

Particulars of each document are as follows:-

| Document Number | Plan/Instrument Registration Date | Number of Sheets In Plan | Number of Sheets in Section 88B Instrument |
|-----------------|-----------------------------------|--------------------------|--|
| Document 1 | 25.6.2009 | 5 | 8 |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

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

Lengths are in metres

Page 1 of 8 Pages.

(Doc.1)

Plan:



DP286154 B

Lot 2 in Deposited Plan No. 270583
 and covered by Subdivision Certificate
 No. 421/08

Full name and address of the
 Proprietor of the land

Northern Residential Pty Limited
 PO Box 7207
 BAULKHAM HILLS NSW 2154

PART 1 (Creation)

| Number of item shown on the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Lots or Authority Burdened: | Lots or Authority Benefited: |
|--|---|---|--|
| 1 | Restriction on the Use of Land | Each & Every lot except lot 1 | Each & Every lot |
| 2 | Easement to Drain Water 2 Wide | 2 3 4 5 6 8 9 10 11 12 19 20 21 22 25 26 27 28 29 | 3, 4, 5, 6, 7 4, 5, 6, 7 5, 6, 7 6, 7 7 9, 10, 11, 12, 13 10, 11, 12, 13 11, 12, 13 12, 13 13 20, 21, 22, 23 21, 22, 23 22, 23 23 24 24, 25 24, 25, 26 24, 25, 26, 27 24, 25, 26, 27, 28 |

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

Lengths are in metres

Page 2 of 8 Pages.

(DOC.1)

DP286154

Lot 2 in Deposited Plan No. 270583
 and covered by Subdivision Certificate
 No. 421/08

PART 1 (Creation) Cont.

| Number of item shown on the intention panel on the plan | Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan | Lots or Authority Burdened: | Lots or Authority Benefited: |
|--|---|-----------------------------------|---|
| 2 | Easement to Drain Water 2 Wide | 37 38 39 40 41 | 3/DP 270583 37, 3/DP 270583 37, 38, 3/DP 270583 37, 38, 39, 3/DP 270583 37, 38, 39, 40, 3/DP 270583 |
| 3 | Restriction on Use of Land | 2,3,4,5,6,7,42 | Newcastle City Council THE MINISTER FOR PLANNING |

PART 2

1. Terms of Restrictions on the Use of Land firstly referred to in the abovementioned plan.

- a) No fence shall be erected or permitted to remain erected on a street frontage or on the side boundary within 5.5 metres of a street frontage unless approved by Northern Residential Pty Ltd.
- b) No fence shall be erected or permitted to remain erected on any side or rear boundary of any burdened lot unless it is at least 1.8 metres high.
- c) No rear or side fence erected upon such Lot burdened shall be other than lapped and capped timber type fence or other construction as approved in writing by Northern Residential Pty Ltd or its representative.

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

Lengths are in metres

Page 3 of 8 Pages.

(DOC.)

DP286154

Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

PART 2 Cont.

- d) No fence shall be erected or permitted to remain erected on any burdened lot to divide if from any adjoining land owned by Northern Residential Pty Ltd without prior written consent of Northern Residential Pty Ltd but such consent shall not be withheld if the fence is erected without expense to Northern Residential Pty Ltd provided that this restriction shall remain in force only during such times as Northern Residential Pty Ltd is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.
- e) No main building shall be erected or permitted to remain erected on any burdened lot having a floor area (including the floor area of any attached garage, carport, patio or verandah) of less than 200 square metres.
- f) No main building shall be erected or permitted to remain erected on any burdened lot unless it has a garage with a minimum floor area of 32 square metres, and unless the garage is constructed under the same roof as the main building erected on such burdened lot, or where separate from the main building the garage is constructed in the same materials, colours and roof pitch as the main building.
- g) For a period of five (5) years only following the date of registration of the abovementioned plan no building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot 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 Northern Residential Pty Ltd or a qualified Architect nominated by Northern Residential Pty Ltd shall (at the expense of Northern Residential Pty Ltd) 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. Northern Residential Pty Ltd shall have an absolute discretion to refuse or give approval, subject to conditions, without being obliged to furnish reasons for any such decision or conditions.

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

Lengths are in metres

Page 4 of 8 Pages.

(Doc.1)

Plan:

DP286154

Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

PART 2 Cont.

- h) No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, glass or other natural materials. Materials other than brick or glass shall not be used in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the reasonable satisfaction of Northern Residential Pty Ltd that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred (at the expense of Northern Residential Pty Ltd or a qualified Architect nominated by Northern Residential Pty Ltd) for determination whose decision shall be final and binding.
- i) No building shall be erected or permitted to remain on the burdened lot having what is commonly known as a flat roof (except that a flat roof will be permitted on a garage that is attached to the main building) or a roof constructed of any material other than:
 - i) Corrugated metal which has been treated by the process commonly known as colourbond or any other similar factory pre-coated process in grey or light to medium green colours;
 - ii) Flat shingle profile tiles (in colours other than any blue hues or multi coloured arrangements); or
 - iii) Such other material as may be approved by Northern Residential Pty Ltd at its absolute discretion.
- j) No duplex building shall be erected or permitted to remain on any burdened lot which is a mirror reversed design unless approved by Northern Residential Pty Ltd.
- k) No carport shall be erected or permitted to remain erected on any burdened lot.
- l) No garden shed shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street. No garden shed which has a floor area greater than 16 square metres shall be erected or permitted to remain erected upon any lot burdened.

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

Lengths are in metres

Page 5 of 8 Pages.

(DOC.1)

DP286154

Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

PART 2 Cont.

- m) No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of pavers, exposed aggregates or concrete with stamped or stencilled finishes.
- n) No For Sale sign shall be erected or displayed on any burdened lot for a period of one (1) year after the date of its transfer by Northern Residential Pty Ltd and no other type of advertisement hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Northern Residential Pty Ltd shall have the right to remove any such other advertisements, hoarding sign or matter without notice.
- o) No main building shall be used or permitted to be used for display of an exhibition home or for the promotion of sale of homes without the prior written consent of Northern Residential Pty Ltd.
- p) No temporary, partial or relocated building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with the building of the residence.
- q) No excavation material, trees, builders waste or other substances shall be deposited on lots adjacent to the lots burdened.
- r) No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of three (3) months after the date of practical completion of the main building unless the front area of the lot between the main building and the street is landscaped utilising turf, garden beds, driveways and other landscaped materials approved by Northern Residential Pty Ltd. This landscaping shall be completed to the same requirements as applies to standard integrated housing approvals issued by Newcastle City Council with respect to landscaping.

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

Lengths are in metres

Page 6 of 8 Pages.

(Doc.1)

Pla

DP286154

Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

PART 2 Cont.

- s) i) Where a layback has been provided within the kerb and gutter across the frontage of the lots burdened it is the intention that the driveway of any proposed dwelling be accessed at this point.

Should a different access point be proposed, then the proprietor of the allotment will be responsible for the reinstate of the existing layback to the satisfaction of Newcastle City Council. Where a concrete pathway is also in existence the individual proprietor will be responsible for the completion of the gap in the pathway which has been provided at the existing layback.

- ii) If a different access point is proposed, the individual proprietor will be responsible to the construction of a new layback to the satisfaction of Newcastle City Council. Where a concrete pathway is also in existence at this point, the existing pathway is to be removed for the full width of the proposed driveway and for sufficient distance each side to allow for a smooth transition in levels to be achieved.

- iii) If no layback has been provided, then the conditions detailed in Clause (s)(ii) will be applicable to the lot burdened.

- t) 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.

- u) No trucks or commercial vehicles exceeding 3.5 tonnes unladen weight shall be allowed to remain permanently parked or garaged on any lot burdened.

3. Terms of Restrictions on the Use of the Land thirdly referred to in the abovementioned plan.

The registered proprietor for the time being of the lot burdened shall meet the requirements of the report prepared by Australian Bushfire Protection Planners dated 6th March 2006.

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

Lengths are in metres

Page 7 of 8 Pages.

(doc.1)


DP286154

Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Registered Proprietors of the lots herein described or their successors in the title to the
said lots.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENT AND RESTRICTION SECONDLY AND THIRDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN.

 ~~Newcastle City Council~~ The Minister For Planning

Executed by Northern Residential Pty Limited)
In accordance with Section 127 of the)
Corporations Act 2001 in the presence of)


Director


Secretary


EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

DAMIAN GORMAN

MARK CORBET

Full Names

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


Witness MARTIN CALDERWOOD


Signature


Signature

Book 4475

no 47

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

Lengths are in metres

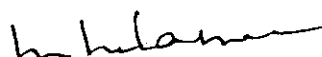
Page 8 of 8 Pages.


(Doc.1)

DP286154


Lot 2 in Deposited Plan No. 270583
and covered by Subdivision Certificate
No. 421/08

EXECUTED BY J+M MCNAMEE HOLDINGS PTY LIMITED
PURSUANT TO S127 OF THE CORPORATIONS ACT 2001
BY:

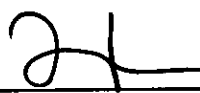

Director
Margaret McNamee


Director
John Bodes McNamee

SIGNED, SEALED AND DELIVERED BY THE MINISTER FOR PLANNING
IN THE PRESENCE OF:


SIGNATURE OF WITNESS

Eva Marks
NAME OF WITNESS


SIGNATURE OF MINISTER
BY HER AUTHORISED
DELEGATE

MR JASON PERICA
NAME OF MINISTER'S
DELEGATE





DP286154 M

NEIGHBOURHOOD MANAGEMENT STATEMENT

"THE OUTLOOK"



SHEET 1 of 22

DP286154

INDEX
"THE OUTLOOK"
NEIGHBOURHOOD MANAGEMENT STATEMENT

Part 1 By Laws Fixing Details of Development

- | | | |
|----|----------|--|
| 1. | By-law 1 | 1-38 From Community Management Statement |
| 2. | By-law 2 | Provision of Services |
| 3. | By-law 3 | Neighbourhood Property |
| 4. | By-law 4 | Architectural Standard |
| 5. | By-law 5 | Amending Architectural Standards & Landscaping Standards |
| 6. | By-law 6 | Construction on Neighbourhood Property |
| 7. | By-law 7 | No Inappropriate Use |
| 8. | By-law 8 | Maintenance of Structures & Landscaping on Lot |

Part 2 Restricted Neighbourhood Property

- | | | |
|----|----------|---|
| 9. | By-law 9 | There is no Restricted Neighbourhood Property |
|----|----------|---|

Part 3 Mandatory Matters

- | | | |
|-----|-----------|---|
| 10. | By-law 10 | Open Access Ways or Private Access Way on Lot |
| 11. | By-law 11 | Neighbourhood Property |
| 12. | By-law 12 | Garbage |
| 13. | By-law 13 | Statutory Services |
| 14. | By-law 14 | Insurance |
| 15. | By-law 15 | Executive Committee |

Part 4 Optional Matters

- | | | |
|-----|-----------|--|
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NEIGHBOURHOOD MANAGEMENT STATEMENT

"THE OUTLOOK"

FORM 30

DP286154

COMMUNITY LAND DEVELOPMENT ACT, 1989
COMMUNITY LAND MANAGEMENT ACT, 1989

NEIGHBOURHOOD MANAGEMENT STATEMENT

WARNING

Terms of this management statement are binding on the Neighbourhood Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Neighbourhood Lot within the Neighbourhood Plan.

This statement should be read in conjunction with the Community Management Statement of Community Association DP No. 270583 which is binding upon the Neighbourhood Scheme as a subsidiary body of the Community Scheme.

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PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

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

1. BY-LAW 1 1-38 FROM COMMUNITY MANAGEMENT STATEMENT

- 1.1 Proprietors of a Lot and the Neighbourhood Association must comply with By-Law 3 in the Community Management Statement in relation to any proposal to carryout New Constructions.

2. BY-LAW 2 PROVISION OF SERVICES

- 2.1 Under section 24(2) of the Management Act, the Neighbourhood Association intends to enter into an agreement with the Community Association empowering it with the exclusive right to provide management, operational or maintenance services or procure the provision of those services for the Neighbourhood Association.

3. BY-LAW 3 NEIGHBOURHOOD PROPERTY

- 3.1 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, leave anything on or obstruct the use of the Neighbourhood Property.
- 3.2 The proprietor or occupier of a Lot must not damage Neighbourhood Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Neighbourhood Property.
- 3.3 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association or pursuant to By-Laws in force in the Neighbourhood Parcel, use for his own purposes any part of the Neighbourhood Property.
- 3.4 The proprietor or occupier of a Lot must give notice to the Neighbourhood Association of any damage to or defect in Neighbourhood Property immediately the proprietor or occupier becomes aware of it.
- 3.5 If a proprietor of a Lot causes damage to Neighbourhood Property (including, without limitation, any road, or paved area, landscape feature, lawn, garden, tree, shrub, plant or amenities) in connection with the development of that Lot the proprietor of the Lot is liable for any costs incurred by the Neighbourhood Association in restoring the Neighbourhood Property.

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- 3.6 The proprietor of any Lot shall be responsible to ensure that any guests comply with the provisions of this By-Law.

4. BY-LAW 4 ARCHITECTURAL STANDARDS

- 4.1 The Architectural Standards and Landscape Standards as required by the Community Management Statement bind:

- (a) The Neighbourhood Association;
- (b) Each proprietor or occupier of a Lot;
- (c) Each mortgagee in possession of a Lot; and
- (d) Each lessee of a Lot

Other than the Original Proprietor.

- 4.2 The Neighbourhood Association may determine its own standards provided that such standards are approved in accordance with By Law 3 of the Community Management Statement.

5. BY-LAW 5 AMENDING ARCHITECTURAL STANDARDS AND LANDSCAPING STANDARDS

Right of Community Association to Amend

- 5.1 The Original Proprietor may from time to time create, adopt, add to or alter Architectural Standards for the Neighbourhood Property and any Lot in the Neighbourhood Plan.
- 5.2 No proprietor of a Lot other than the Original Proprietor is entitled to amend the standards in any way without the prior written consent of:
- (a) the Community Association or, where the Community Association has delegated the authority, that delegate; and
 - (b) the Original Proprietor.
- 5.4 The proprietor of a Lot is entitled to an up-to-date copy of the Architectural Standards and Landscape Standards from the Neighbourhood Association upon payment of a reasonable fee.
- 5.5 The Landscape Standards and Architectural Standards may be set for any Neighbourhood Development Lot by the Original Proprietor, or the Neighbourhood Association but only if the Original Proprietor gives its consent.
- 5.6 Any application for consent to amend standards must be accompanied with sufficient details to allow all parties to properly consider the application and proposed amendments.
- 5.7 The Original Proprietor may appoint a Design Review Committee. Where the Original Proprietor has appointed a Design Review Committee the Design Review

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Committee shall exercise the powers and discretions given to the Original Proprietor contained in By-Laws 5.8 to 5.13.

- 5.8 No Building Modification, New Construction or landscape modification may commence or take place until the plans and specifications for it have been approved by the Original Proprietor as to:

- (a) suitability to design;
- (b) colour and materials;
- (c) quality of design, and materials;
- (d) harmony of existing design and existing structures;
- (e) location in relation to surrounding structures and topography;
- (f) elevation in relation to existing structures and topography; and
- (g) harmony with existing landscaping; or

for landscaping modifications the suitability and quality of design, colour, plant species and landscape materials and features and the location and elevation and harmony in relation to surrounding structures and topography and the removal of or dealing with existing plants.

- 5.9 Any plans and specifications submitted pursuant to By Law 5.8 must be to the standard required from time to time by the Original Proprietor.
- 5.10 The decision of the Original Proprietor must be made on the basis of the By-Laws, the Architectural Standards and Landscaping Standards and any rules in force at the time of its decisions. Where the decision has been delegated to a consultant or a manager as the case may be, the consultant or the manager must base his, her or its decision on the same criteria.
- 5.11 The Original Proprietor may as a condition of any approval pursuant to this part require the payment of a bond to be held by the Neighbourhood Association as security for any damage that an applicant, its contractors, employees or agents may cause to Association Property.
- 5.12 If further information is required by the appropriate decision making body or officer then that additional material must be furnished. A decision may be made subject to conditions which may be imposed at the decision maker's discretion.
- 5.13 A decision of the Original Proprietor is binding on any applicant for an approval.

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6. BY-LAW 6 CONSTRUCTION ON NEIGHBOURHOOD PROPERTY

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

- (a) Construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Neighbourhood Property;
- (b) Attach any item as a fixture or otherwise to Neighbourhood Property; or
- (c) Alter Neighbourhood Property.

6.2 Any constructions, attachment or alteration referred to under By-Law 6.1 whether or not done with the approval of the Neighbourhood Association must, unless the Neighbourhood Association gives notice that it does not so require, be kept clean and tidy and in good repair by and at the expense of the proprietor for the time being of the Lot of which the proprietor or occupier who carried out the construction attachment or alteration was proprietor or occupier.

7. BY-LAW 7 NO INAPPROPRIATE USE

The proprietor or occupier of a Lot must not use anything on the Neighbourhood Parcel for any purpose other than that for which it was constructed or provided.

8. BY-LAW 8 MAINTENANCE OF STRUCTURES AND LANDSCAPING ON LOT

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

8.2 The proprietor or occupier of a Lot must maintain the landscaping on the Lot to a standard equivalent to any reasonable standard as may be set by the Neighbourhood Association from time to time under the Architectural Standards and Landscape Standards and no changes may be made without the consent of the Neighbourhood Association.

8.3 The proprietor or occupier of a Lot must carry out all maintenance and repairs in a proper and workmanlike manner.

8.4 The Neighbourhood Association may give a notice to the proprietor or occupier of a Lot requiring him to comply with the terms of this By-Law.

8.5 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association and the Original Owner in accordance with By-Law 5.8:

- (a) Construct any structure including, without limitation, any fence, screens, pergola or awning on the Lot;
- (b) Attach any item as a fixture or otherwise on the Lot; or
- (c) Alter the external walls or the colour thereof of any structure or building erected on the Lot.

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- 8.6 If a proprietor of a Lot causes damage to the landscaping (including without limitation, any road or paved area, landscape feature, lawn, garden, tree, shrub, plan or amenities) in connection with the development of that Lot the proprietor of the Lot is liable for any costs incurred by the Neighbourhood Association in restoring same.

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PART 2

RESTRICTED NEIGHBOURHOOD PROPERTY

- 9. BY-LAW 9 THERE IS NO RESTRICTED NEIGHBOURHOOD PROPERTY**
There is no Restricted Neighbourhood Property

PART 3

MANDATORY MATTERS

- 10. BY-LAW 10 OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS**

There are no open access ways or private access ways.

- 11. BY-LAW 11 NEIGHBOURHOOD PROPERTY**

There are no facilities on Neighbourhood Property within the Neighbourhood Plan except for the Service Lines.

There is no fencing requirements in relation to the Neighbourhood Property

- 12. BY-LAW 12 GARBAGE**

- 12.1 All Lots within the Neighbourhood Scheme must store their garbage in containers approved by the Executive Committee and same must be kept secure and hidden from view from outside the Lot until collection in accordance with garbage collection services provided by Newcastle City Council.

- 12.2 The Neighbourhood Association may from time to time regulate the procedures for garbage collection in accordance with requirements of the Council.

- 13. BY-LAW 13 STATUTORY SERVICES**

- 13.1 On installation of a Service Line, a statutory easement may be created over the parts of the Community Parcel for the provision of Services through Service Lines.

- 13.2 The Service Providers and other owners of Service Lines must maintain and repair their respective Service under any statutory rights or obligations of the Service Provider.

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13.3 If a Service is provided after the registration of the Management Statement, the Neighbourhood Association must prepare a Prescribed Diagram and the Neighbourhood Association must:

- (a) give its consent to the Prescribed Diagram; and
- (b) make available all necessary documents including the certificate of title for the Neighbourhood Property to facilitate the registration of the Prescribed Diagram; and
- (c) if Service Lines are not installed as intended in dedicated public roads then the Neighbourhood Association must prepare and register a Prescribed Diagram showing the Service Lines as installed. All members of Neighbourhood Association must consent to any Prescribed Diagram.

14. BY-LAW 14 INSURANCE

14.1 The Neighbourhood Association must take out insurance required under the Management Act.

14.2 The Neighbourhood Association must review on an annual basis:

- (a) All insurances affected by it; and
- (b) The need for new or additional insurances

14.3 Notice of an Annual General Meeting must include a form of motion to decide whether insurances affected by the Neighbourhood Association should be confirmed, varied or extended.

14.4 The Neighbourhood Association must immediately:

- (a) affect new insurances; or
- (b) vary or extend existing insurances,
- (c) if there is an increase in risk;
- (d) or a new risk to the Neighbourhood Property.

14.5 A proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, do anything that might:

- (a) Void or prejudice insurance affected by the Neighbourhood Association; or
- (b) Increase any insurance premium payable by the Neighbourhood Association

15. BY-LAW 15 EXECUTIVE COMMITTEE

Constitution

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

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Notice Board

- 15.2 The Executive Committee must fix a notice board to some part of Community Property.

Meetings

- 15.3 The Executive Committee may, subject to By-Laws 15.6 and 15.7, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

- 15.4 The Secretary or a member of the Executive Committee who convenes a meeting must, not less than 24 hours immediately before the Neighbourhood 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

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

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

Place of Meetings

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

Meeting at Request of Members

- 15.7 The Secretary or in his 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 a 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 Determinations

- 15.8 Where:
- (a) By-Law 15.4 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

- 15.9A A proprietor of a Lot or, where the proprietor is a corporation, the company nominee of the corporation, may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Executive Committee.

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Minutes of Meetings

- 15.10 Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Neighbourhood Association.

Distribution of Minutes

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

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

Functions of a Secretary

- 15.12 The Functions of the Secretary include:
- (a) Preparing and distributing the minutes of meetings of the Neighbourhood Association and the Executive Committee;
 - (b) Giving, on behalf of the Neighbourhood Association and the Executive Committee, notices required to be given under the Management Act;
 - (c) Maintaining the Neighbourhood Association roll;
 - (d) Supplying certificates in accordance with Clause 2 of Schedule 4 of the Management Act;
 - (e) Answering communications addressed to the Neighbourhood Association or the Executive Committee;
 - (f) Convening meeting of the Executive Committee and the Neighbourhood Association (other than the First Annual General Meeting);
 - (g) Performing administrative or secretarial functions on behalf of the Neighbourhood Association;
 - (h) Performing administrative or secretarial functions on behalf of the Executive Committee; and
 - (i) Keeping records under part 3 of Schedule 1 and part 3 Schedule 3 of the Management Act.

Functions of the Treasurer

- 15.13 The functions of the Treasurer include:
- (a) The functions set out in Section 36(1) of the Management Act;
 - (b) Notifying proprietors of lots of any contributions of any contributions levied under the Management Act and collecting such contributions;
 - (c) Receiving, acknowledging, banking and accounting for any monies paid to the Neighbourhood Association;
 - (d) Preparing any certificate applied for under paragraphs Section 26 and clause 2 of Schedule 4 of the Management Act;
 - (e) Keeping prescribed accounting records under clause 10 of Schedule 1 of the Management Act; and
 - (f) Preparing financial statements under Clause 11 of Schedule 1 of the Management Act.
 - (g) Notifying proprietors of Lots within the Neighbourhood Plan of any contribution levied under this Neighbourhood Statement and collecting such contribution.

Sub Committee

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

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- (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

- 15.15 Member 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 Neighbourhood Executive Committee Members from Liability

- 15.16 No member of the Executive Committee shall 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 due to fraud or negligence on the part of that member.

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PART 4

OPTIONAL MATTERS

16. BY-LAW 16 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO CONTRACT

The Neighbourhood Association may contract with persons to provide amenities or services to proprietors or occupiers of Neighbourhood Lots in the Neighbourhood Plan if the Community Association does not do so on its own behalf or on behalf of the Neighbourhood Association under Clause 57 of the Community Management Statement.

17. BY-LAW 17 NEIGHBOURHOOD ASSOCIATION'S RIGHT TO RECOVER MONEY

The Neighbourhood Association may recover any money owing to it under the By-Laws as a debt.

18. BY-LAW 18 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 18.1 A proprietor or occupier of a Lot must pay or reimburse the Neighbourhood Association on demand for the costs, charges and expenses of the Neighbourhood Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.
- 18.2 The costs, charges and expenses under By-Law 18.1 shall include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and the Neighbourhood Association's administration costs in connection with those events.

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19. BY-LAW 19 INTEREST ON OVERDUE MONEY

- 19.1 A proprietor or occupier of a Lot must pay the Neighbourhood Association interest on any amount, other than a contribution levied by the Neighbourhood Association under the Management Act, that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 19.2 During the period that an amount under By-Law 19.1 remains unpaid, on demand or at times notified by the Neighbourhood Association, interest shall be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Neighbourhood Association's bankers (as nominated by the Neighbourhood Association) on overdraft accommodation in excess of \$100,000.00.
- 19.3 Interest which is not paid when due for payment may be capitalized by the Neighbourhood Association at monthly intervals and is payable on capitalized interest at the rate and in the manner referred to in By-Law 19.2.
- 19.4 Nothing in this By-Law 19 prevents the Neighbourhood Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

20. BY-LAW 20 RULES

- (a) 20.1 The Neighbourhood Association may make Rules relating to the control, management, operation, use and enjoyment of the Neighbourhood Parcel.
- 20.2 The Neighbourhood Association may at any time add to or alter the rules.
- 20.3 The Neighbourhood Association may not make a Rule or add to or alter a Rule so that it is or becomes inconsistent or in conflict with the Management Act, the Development Act or these By-Laws.
- 20.4 Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot and each Neighbourhood Association.

21. BY-LAW 21 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES

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

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22. BY-LAW 22 NOTICES TO BE OBSERVED

A proprietor or occupier of a Lot must comply on time with all notice from authorities and all laws in connection with notices relating to the Lot.

23. BY-LAW 23 INSTRUCTING CONTRACTORS

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

24. BY-LAW 24 COMMUNICATIONS WITH NEIGHBOURHOOD ASSOCIATION

Complaints, notices or applicants to or request for consideration of matters by the Neighbourhood Association must be in writing and forwarded to the Managing Agent appointed or if there is no managing agent, to the secretary of the Executive Committee.

25. BY-LAW 25 COMMUNICATIONS FROM NEIGHBOURHOOD ASSOCIATION

An approval, notice or authorization by the Neighbourhood Association under the By-Laws must be in writing.

26. BY-LAW 26 APPROVALS BY NEIGHBOURHOOD ASSOCIATION

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

27. BY-LAW 27 NO INTERFERENCE

A proprietor or occupier of a Lot shall not:

- (a) Do anything or permit anything to be done in relation to that Lot so that;
 - i) Any support or shelter provided by that Lot for another Lot or Neighbourhood Property or any part of it is interfered with; or
 - ii) Service Lines, garbage services, Private Services or any services within the Neighbourhood Scheme owned by a Service Provider are interfered with; or

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- (b) Use or enjoy the Neighbourhood Property in such a manner or for such a purpose as to interfere unreasonably with the use and enjoyment of the Neighbourhood Property by the owner or occupier of any other Lot or Authorised Person.

28. BY-LAW 28 MAINTENANCE OF VACANT LOTS

28.1 A proprietor of a Lot must:

- (a) if that Lot is vacant, and until such time as building operations on that Lot commence;
- (i) maintain that Lot to an acceptable standard;
- (ii) keep the Lot free from debris and rubbish; and
- (b) once building works commence on the Lot and until completion of the main residential building, do all things reasonably necessary to ensure that the main residential building and associated work is completed without delay and in an efficient manner.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

29. BY-LAW 29 BUSHFIRE MAINTENANCE

None as the responsibility to carryout the requirements in the report prepared by the Australian Bushfire Protection Planners dated 6 March 2006 is to remain with the Community Association

30. BY-LAW 30 DEFINITIONS, INTERPRETATION AND GENERAL

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

Annual General Meeting means annual general meeting of the Neighbourhood Association other than the first annual general meeting.

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Applicant means:

- (a) In relation to an application to add to or alter the architectural standards – a proprietor of a Lot or his representative who applies to the Neighbourhood Association for the addition to alteration; or
- (b) In relation to a Building Modification, or a New Construction – a proprietor of a Lot or his representative who submits plans and specifications to the review sub-committee for approval.

Architectural Standards means the architectural standards contained in this document as amended from time to time in accordance with the By-Laws.

Authorised Person means a person on the Neighbourhood Parcel with the express or implied consent of a proprietor of a Lot or the Neighbourhood Association or means representatives or employees of Newcastle City Council undertaking Council duties.

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

Building Modification means any modification, addition, alteration or exterior colour change made of or to an existing building or structure on Neighbourhood Property, or a Lot.

By-Law means a By-Law included in the Management Statement.

Community Association means the community association created on registration of Deposited Plan 270583.

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

Concept Plan means the plan marked "Concept Plan" contained in the Management Statement.

Council means Newcastle City Council.

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

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

First Annual General Meeting means the meeting convened and held pursuant to Section 9 of the Management Act.

Function includes a power, authority and duty.

General Meeting means as annual general meeting or a special meeting of the Neighbourhood Association.

Lot means a lot in the Neighbourhood Plan.

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

Management Statement means the statement registered with the Neighbourhood Plan from time to time added to, modified or amended in accordance with the Community Title Legislation.

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

Neighbourhood Association means the corporation that:

- (a) Is constituted by Section 25 of the Development Act on registration of a Neighbourhood Plan; and
- (b) Is established as a Neighbourhood Association by Section 5 of the Management Act.

Neighbourhood Parcel means the land the subject of the Neighbourhood Scheme.

Neighbourhood Plan means deposited plan number 286154.

Neighbourhood Property means the land shown as neighbourhood property in the Neighbourhood Plan.

Neighbourhood Scheme means:

- (a) The subdivision of the land by the Neighbourhood Plan;
- (b) The proposals in any related Development Contact; and
- (c) The rights conferred, and the obligations imposed, by or under the Community Titles Legislation in relation to the Neighbourhood Association, Neighbourhood Property and persons having interest in or occupying Lots.

New Constructions means building work that is intended to be carried out on Neighbourhood Property or a Lot.

Original Proprietor means the original proprietor of all Lots in the Neighbourhood Plan or the Community Association if the Original Owner gives notice to the community Association that it relinquishes its powers under By-Law 35 of the Community Management Statement.

Prescribed Diagram means the diagram relating to the Services Lines marked "Plan of Service work as Executed" contained in the Management Statement and prescribed by Section 36 of the Development Act.

Private Service means a service running through or servicing Lots or Neighbourhood Property.

Rules means the rules made pursuant to By-Law 20.

Secretary means the secretary of the Neighbourhood Association.

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Service Line means a pipe, wire, cable, duct, conduit or pole by means of which a service is or is to be provided the location of which is illustrated in the Prescribed Diagram.

Service Provider means any statutory or government authority including without limitation, Advance Energy, Telstra, Alinta or the Council.

Statutory Service means a service running through or servicing Lots or Neighbourhood Property provided by a Service Provider.

Treasurer means the treasurer of the Neighbourhood Association.

30.2 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 persons executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns.
- (f) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (g) Headings are inserted for convenience and do not affect the interpretation of this Management Statement.

30.3 If the whole or any part of a provision of the By-Laws is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

30.4 The Neighbourhood Association may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Neighbourhood Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

30.5 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies by law independently of the By-Laws.

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- 30.6 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organization or person deemed to be a reference to the organization 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.
- 30.7 Any word or expression used in the Management Statement where the first letter is capitalized is a defined term. If such word or expression is not specifically defined in the Management Statement it shall have the same meaning as it has in the Community Titles Legislation unless the context otherwise requires.

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SIGNATURES, CONSENT AND APPROVALS

DATED 22 DAY OF July 2008.

EXECUTED by NORTHERN RESIDENTIAL
PTY LIMITED ACN 103 878 931 pursuant
To s127 of the Corporations Act 2001 by:


Director

JULIE-ANNE M. NAMEE.
Name


Director/Secretary

ALAN OSBURG
Name

CERTIFICATE OF APPROVAL

It is certified:

- (a) That the consent authority has approval^{ed} of the development described in Development Application No. 06_0031
- (b) That the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Dated: 22. 7. 08

Principal Certifying Authority

~~Signature on behalf of consent authority~~

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

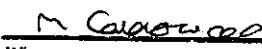
DAMIAN GORMAN


MARK CORSETT



Full Names

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

4032082_5.DOC


Witness MARTIN CALDERWOOD




Signature

Signature

BOOK 4475
NO 47

SHEET 22 of 22

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION NSW

REGISTERED 25.6.2009

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

Plan: Plan of subdivision of Lot 1 in DP
849593 covered by Subdivision
Certificate No
2002

**Full name and address
of the owner of the
land:** Patricia Dan
Minmi Road, Fletcher NSW 2287

(Sheet 1 of 2 sheets)

DP1044935

Part 1 (Creation)

| Identification of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|--|----------------------------------|---|
| 1 | Easement for inundation | Lot 11 | Lot 10 |
| 2 | Easement for inundation | The whole of Lot 10 | Lot 11 |
| 3 | Easement to drain sewage | The whole of Lot 10 | Lot 11 |
| 4 | Easement to drain water | The whole of Lot 10 | Lot 11 |

Part 2 (Terms)

1. Terms of Easement for inundation numbered 1 on the plan:

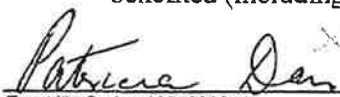
Full free right and liberty for the owner of the Lot benefited (including any successors and assigns) to from time to time and without prior notice:

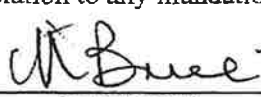
- (a) allow or cause water to intermittently collect, above or beneath the surface of the ground; or
- (b) allow or cause water to intermittently flow, seep, or percolate through or over the ground;

of the part of the Lot burdened that is shown on the Plan and marked "C".

This easement does not prevent the registered proprietor of the lot burdened (including any successors and assigns) from constructing storm-water treatment facilities on the part of the Lot burdened that is shown on the Plan and marked "C".

The owner of the Lot burdened (including any successors and assigns) covenants that it will not take any action or proceeding or make any claim or demand for compensation, damages, losses, costs, expenses, outgoing, fees or charges against the owner of the Lot benefited (including any successors and assigns) in relation to any inundation.


Freehills Sydney\004223811


Printed 30 September 2002 (15:00)

s 88B

DP1044935

(Sheet 2 of 2 sheet)

Name of authorities empowered to release, vary or modify the easement for inundation:

Newcastle City Council and Hunter Catchment Management Trust

2. Terms of Easement for inundation numbered 2 on the plan:

Full free right and liberty for the owner of the Lot benefited (including any successors and assigns) to allow water to intermittently flow, seep, or percolate through or over the ground and thereby flood, inundate, saturate, waterlog, submerge, soak, pond, pool or store on the Lot burdened. This right does not permit the laying of pipes across the servient tenement.

3. Terms of Easement to drain sewage numbered 3 on the plan:

4. Terms of Easement to drain water numbered 4 on the plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, 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. This right does not permit the laying of pipes across the servient tenement.

DATED this day of 2002

SIGNED SEALED AND DELIVERED by)

PATRICIA DAN)

x M. Bruce
Nola Bruce

)
)
)
)
)
x Patricia Dan

Witness

Name of Witness (print)

REGISTERED

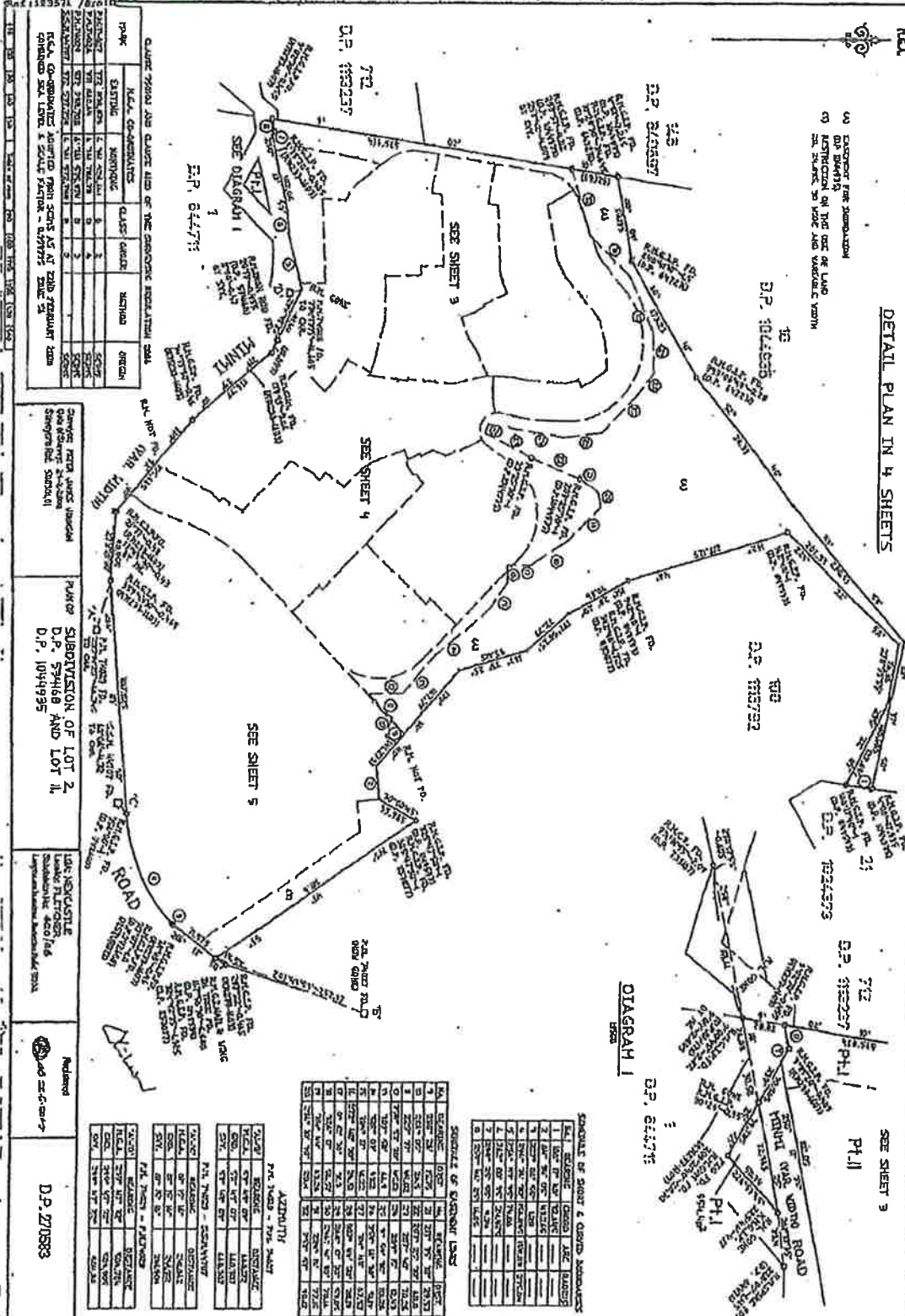


24 8-10-2002

DETAIL PLAN IN 4 SHEETS

WRINKLING, CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 8 sheets



| POP | N.E.A. CO-GENERANTS | CLASS | GRADE | SEMIOD | ORIGIN |
|-----|---------------------|---------|-------|--------|--------|
| 1 | ETHYLENE | MONOMER | | | |
| 2 | PROPYLENE | | | | |
| 3 | BUTYLENE | | | | |
| 4 | PENTYLENE | | | | |
| 5 | HEXYLENE | | | | |
| 6 | HEPTYLENE | | | | |
| 7 | OCTYLENE | | | | |
| 8 | NONYLENE | | | | |
| 9 | DECYLENE | | | | |
| 10 | UNDECYLENE | | | | |
| 11 | DODECYLENE | | | | |
| 12 | TRIDECYLENE | | | | |
| 13 | TETRADECYLENE | | | | |
| 14 | PENTADECYLENE | | | | |
| 15 | HEXADECYLENE | | | | |
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| 17 | OCTADECYLENE | | | | |
| 18 | NONADECYLENE | | | | |
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| 85 | TETRACOSANYLENE | | | | |
| 86 | PENTACOSANYLENE | | | | |
| 87 | HEXACOSANYLENE | | | | |

N.E.A. CO-GENERANTS Sourced from series 10 at 2000 structural zero
continued on table 1000

Samuel Peter Jones Vice-Chair
Quebec Chapter 2012-2014
Stamford Road Scarborough, ON

PURCHASER
SUBDIVISION OF LOT 2,
D.P. 53468 AND LOT 11,
D.P. 1044935

144: NEXCASTLE
LEADS FLITONER
COLUMBIA 400/06
Largest American American 1973

Medicaid

D.P. 270583

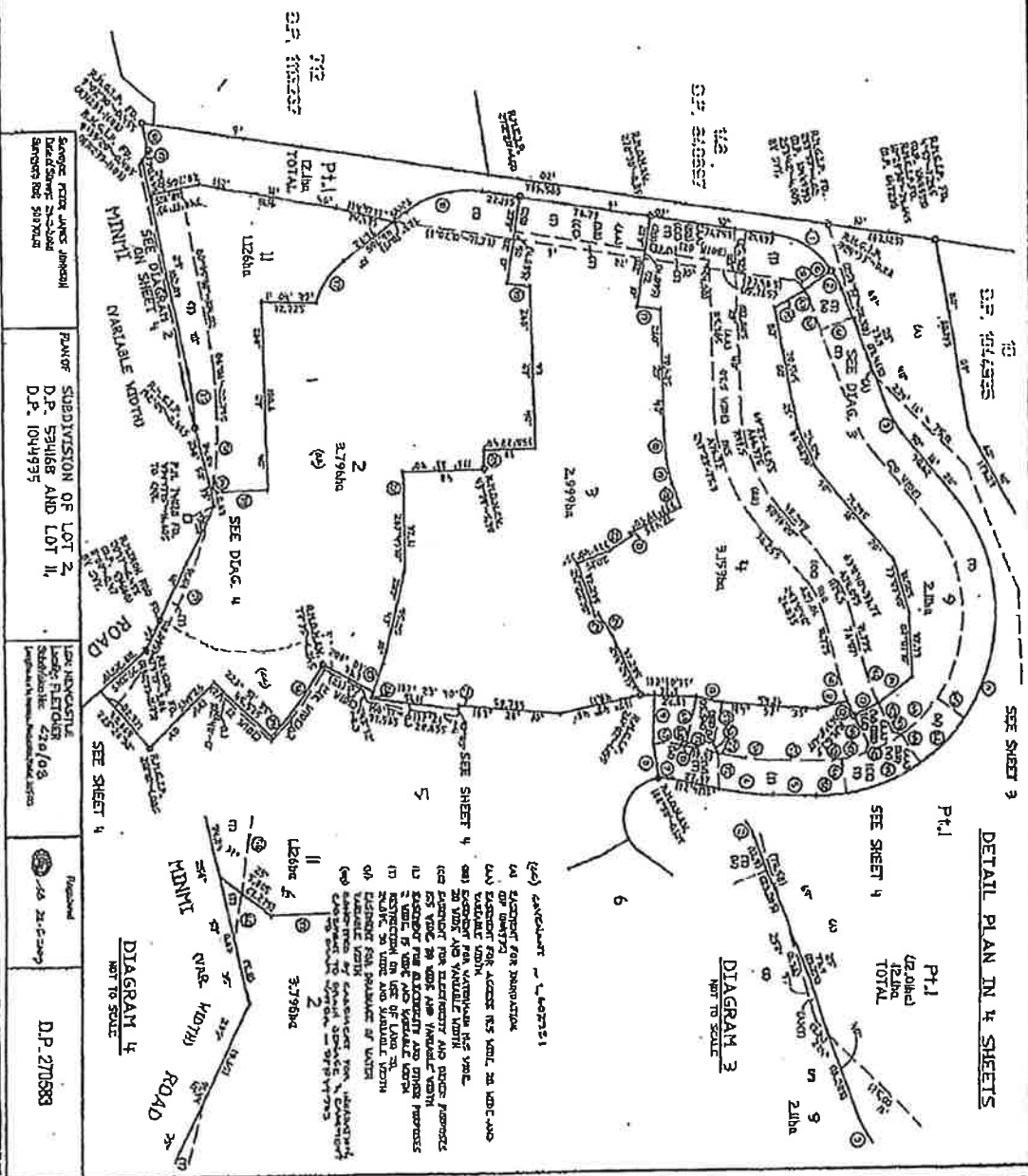
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| 3 | 845.00 | 10.00 | 10.00 | — |
| 4 | 845.00 | 10.00 | 10.00 | — |
| 5 | 845.00 | 10.00 | 10.00 | — |
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| 9 | 845.00 | 10.00 | 10.00 | — |
| 10 | 845.00 | 10.00 | 10.00 | — |

Pt. 1
Section 10
Subsection 10

Sheet 2 of 8 sheets

SEE SHEET 3

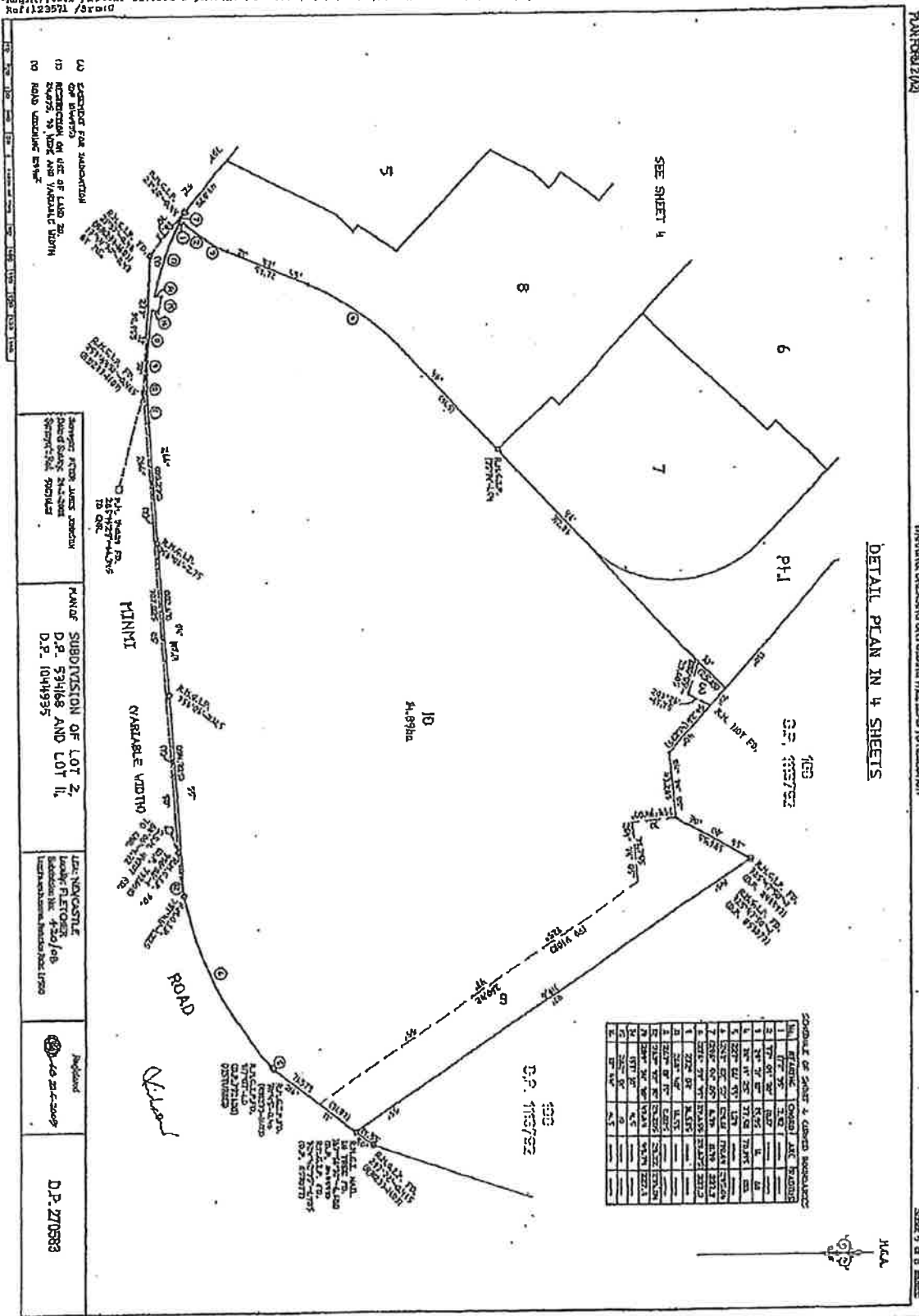
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PLAK FOR 2 (A2)

DETAIL PLAN IN 4 SHEETS

WAXING, CREAMS OR POLISH WILL LEAD TO REJECTION

Sheet 5 of 8 sheets



| NO. | NAME OF STUDENT | COOPER | ATC | REMARKS |
|-----|-----------------|--------|-----|---------|
| 1 | 177 00 00 | 00 | 00 | |
| 2 | 177 00 00 | 00 | 00 | |
| 3 | 177 00 00 | 00 | 00 | |
| 4 | 177 00 00 | 00 | 00 | |
| 5 | 177 00 00 | 00 | 00 | |
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| 11 | 177 00 00 | 00 | 00 | |
| 12 | 177 00 00 | 00 | 00 | |
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| 14 | 177 00 00 | 00 | 00 | |
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CALENDAR MONTHLY LOT DAILY

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School 6 of 8 chosen

第 1 章

DIAGRAM 5

2010

PRODUCT OF FACTORY LABEL

| DATE | DESCRIPTION | PAID |
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| 100 | MAN. CO. | 1.00 |

GANGSTER PATRICK JAMES JOHNSON
DALLAS OFFSHOOT MAY 1978
GANGSTER'S FIRST STOPGALIA

SUBDIVISION OF LOT 2,
D.P. 53468 AND LOT 4,
D.P. 1044935

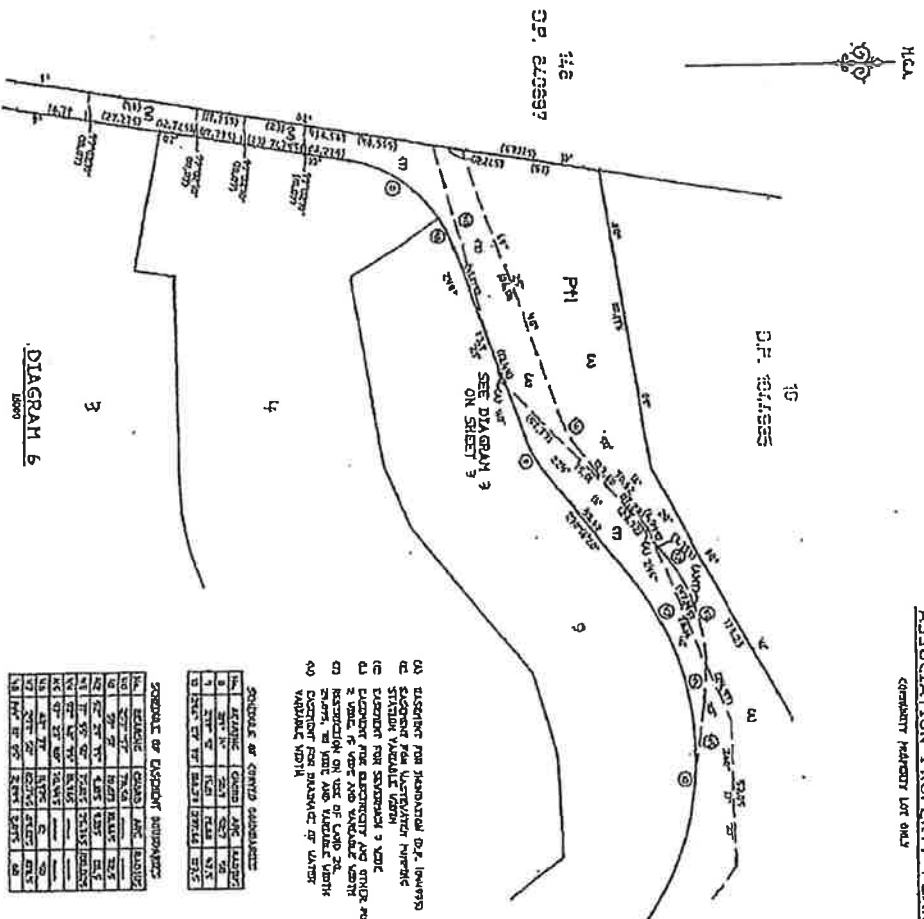
1416 NEWCASTLE
LONDON E10 5JH
020 8550 1100
www.420.org

Payband
— Rs. 22,400 p.m.

D.P. 270589

ASSOCIATION PROPERTY PLAN

COUNTRY PROPERTY LOT ONLY



| SOLUTIONS OF COMPOUND CATALYSTS | | | | |
|---------------------------------|---------------------------------|--------|------|------|
| NO. | SOLVENT | CONC'D | AGE | ADDS |
| 1 | CH ₂ Cl ₂ | 10% | 10/1 | 20 |
| 2 | CH ₂ Cl ₂ | 10% | 10/1 | 20 |
| 3 | CH ₂ Cl ₂ | 10% | 10/1 | 20 |
| 4 | CH ₂ Cl ₂ | 10% | 10/1 | 20 |
| 5 | CH ₂ Cl ₂ | 10% | 10/1 | 20 |
| 6 | CH ₂ Cl ₂ | 10% | 10/1 | 20 |
| 7 | CH ₂ Cl ₂ | 10% | 10/1 | 20 |
| 8 | CH ₂ Cl ₂ | 10% | 10/1 | 20 |
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| 20 | CH ₂ Cl ₂ | 10% | 10/1 | 20 |

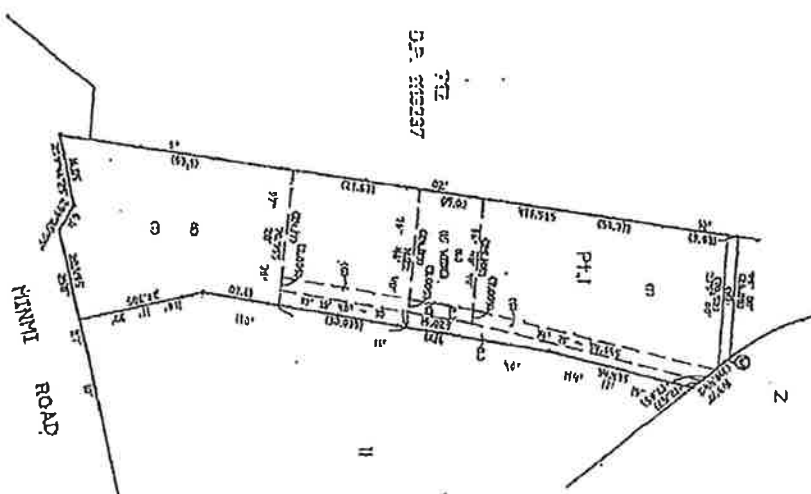
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DIAGRAM 6

DIAGRAM 9

Shirley: Peter James Johnson
Dada & Sonny: 2022000
Sonny: 2022000

PLANT SUBDIVISION OF LOT 2
D.P. 534168 AND LOT 4

LEE NEWCASTLE
Lodge FLETCHER
2004/05, 420/05

Registered

DP-270583

COMMUNITY PROPERTY LOT 2003



| RECORD OF BIRTH & DEATH KNOWLEDGE | | | | | | | | | |
|-----------------------------------|------|---------------|-----|----------|---------------|-----|----------|-------------------|-------------|
| No. | NAME | DATE OF BIRTH | AGE | RELATION | DATE OF DEATH | AGE | RELATION | DATE OF INTERVIEW | INTERVIEWER |
| 1 | ... | ... | ... | ... | ... | ... | ... | ... | ... |
| 2 | ... | ... | ... | ... | ... | ... | ... | ... | ... |
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| 58 | ... | ... | ... | ... | ... | ... | ... | ... | ... |

- 32. EXPOSURE FOR IRRADIATION
- 33. OF MATERIALS
- 34. EXPOSURE FOR ACCESS TO VOLT AND VOLTAGE
- 35. EXPOSURE FOR VOLTAGE VARIATIONS
- 36. IN WORK AND VOLTAGE VARIATIONS
- 37. EXPOSURE FOR IRRADIATION AND ONLY FOR ACCESS
- 38. EXPOSURE FOR VOLTAGE VARIATIONS
- 39. EXPOSURE FOR VOLTAGE VARIATIONS
- 40. EXPOSURE FOR VOLTAGE VARIATIONS
- 41. EXPOSURE FOR VOLTAGE VARIATIONS
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- 98. EXPOSURE FOR VOLTAGE VARIATIONS
- 99. EXPOSURE FOR VOLTAGE VARIATIONS
- 100. EXPOSURE FOR VOLTAGE VARIATIONS

De la

DIAGRAM B.

Signature: KATIE JAMES 24/05/2004
Date of Birth: 24-5-2004
Strategy of Field: 70020112

FOR SUBDIVISION OF LOT 2,
D.P. 534168 AND LOT 11,
D.P. 1044935

LAR NEWCASTLE
LARRY FLETCHER
Selling Rte #28/08
Listed with COTY & Associates AS SHOWN

Replaced
AS 226-009

D.P. 270583

DETAIL PLAN IN 2 SHEETS
ADDITIONAL SHEET 9

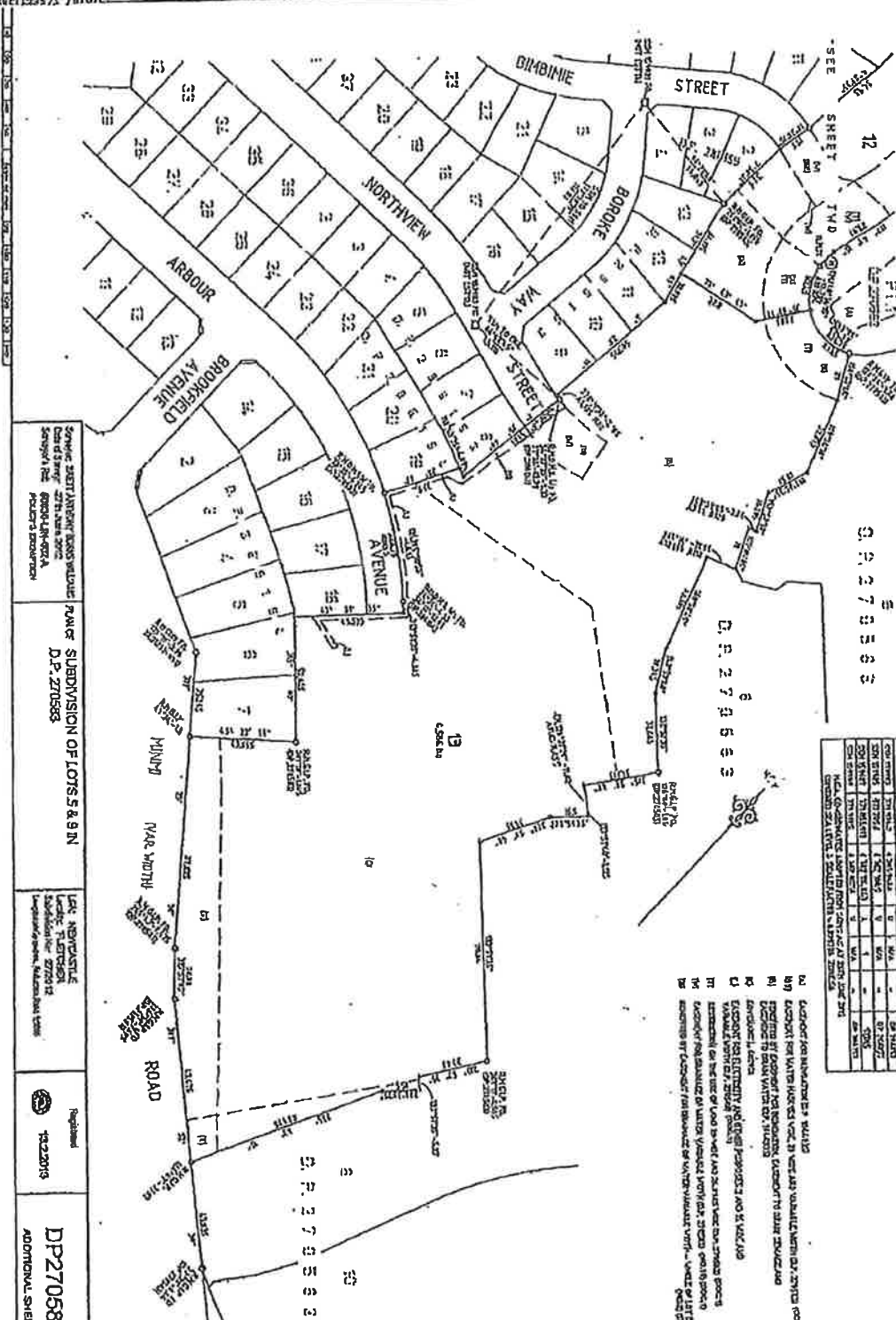
WARNING: OPENINGS OR FOLDING WILL LEAD TO REJECTION

Spbn
Spoc 1 of 2 sheets

THIS IS SHEET 9 OF 9. ZINC83 AND IT REPLACES
SHEET 4 AS REGARDS LOTS 5 AND 9 AND IS AN
ADDITIONAL SHEET.

[illegible]

10. **QUESTION** Which of the following is not a function of the endoplasmic reticulum?
ANSWER ☐ A. Synthesis of proteins
☐ B. Synthesis of lipids
☐ C. Storage of calcium ions
☐ D. Synthesis of ribosomes
☐ E. Synthesis of steroid hormones
11. **QUESTION** Which of the following is not a function of the Golgi apparatus?
ANSWER ☐ A. Synthesis of proteins
☐ B. Synthesis of lipids
☐ C. Storage of calcium ions
☐ D. Synthesis of ribosomes
☐ E. Synthesis of steroid hormones
12. **QUESTION** Which of the following is not a function of the lysosome?
ANSWER ☐ A. Synthesis of proteins
☐ B. Synthesis of lipids
☐ C. Storage of calcium ions
☐ D. Synthesis of ribosomes
☐ E. Synthesis of steroid hormones
13. **QUESTION** Which of the following is not a function of the mitochondrion?
ANSWER ☐ A. Synthesis of proteins
☐ B. Synthesis of lipids
☐ C. Storage of calcium ions
☐ D. Synthesis of ribosomes
☐ E. Synthesis of steroid hormones
14. **QUESTION** Which of the following is not a function of the nucleus?
ANSWER ☐ A. Synthesis of proteins
☐ B. Synthesis of lipids
☐ C. Storage of calcium ions
☐ D. Synthesis of ribosomes
☐ E. Synthesis of steroid hormones
15. **QUESTION** Which of the following is not a function of the cytoplasm?
ANSWER ☐ A. Synthesis of proteins
☐ B. Synthesis of lipids
☐ C. Storage of calcium ions
☐ D. Synthesis of ribosomes
☐ E. Synthesis of steroid hormones
16. **QUESTION** Which of the following is not a function of the cell membrane?
ANSWER ☐ A. Synthesis of proteins
☐ B. Synthesis of lipids
☐ C. Storage of calcium ions
☐ D. Synthesis of ribosomes
☐ E. Synthesis of steroid hormones
17. **QUESTION** Which of the following is not a function of the cell wall?
ANSWER ☐ A. Synthesis of proteins
☐ B. Synthesis of lipids
☐ C. Storage of calcium ions
☐ D. Synthesis of ribosomes
☐ E. Synthesis of steroid hormones
18. **QUESTION** Which of the following is not a function of the cell skeleton?
ANSWER ☐ A. Synthesis of proteins
☐ B. Synthesis of lipids
☐ C. Storage of calcium ions
☐ D. Synthesis of ribosomes
☐ E. Synthesis of steroid hormones
19. **QUESTION** Which of the following is not a function of the cell signaling system?
ANSWER ☐ A. Synthesis of proteins
☐ B. Synthesis of lipids
☐ C. Storage of calcium ions
☐ D. Synthesis of ribosomes
☐ E. Synthesis of steroid hormones
20. **QUESTION** Which of the following is not a function of the cell cycle?
ANSWER ☐ A. Synthesis of proteins
☐ B. Synthesis of lipids
☐ C. Storage of calcium ions
☐ D. Synthesis of ribosomes
☐ E. Synthesis of steroid hormones



SERVICE SHEET ANTI-ENTRY BILLS WILCOLE
 Date of 3 entry 27th June 2002
 Surveyor Ref 60004-LIN-092-A
 Project's description

D.P. 270583

LEA: NEWCASTLE
LADY: FLETCHER
Seduction Nov 27/2012
Landscape: 2009, 2010, 2011, 2012

Registered
1322014

DP270583

Be1612457dg/STMLC/Seq:11 of 18

DP 270583

COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

ATTENTION

A Community Plan may be subject to future subdivision that may contain a Signature/Administration Sheet. This document will then comprise separate Signature/Administration Sheets registered on different dates.

Particulars of each Signature/Administration Sheet are as follows:-

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheets

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

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

- EASEMENT FOR ACCESS 15.5 WIDE, 20 WIDE AND VARIABLE WIDTH (AA)
- EASEMENT FOR WATERMAIN 15.5 WIDE, 20 WIDE AND VARIABLE WIDTH (BB)
- EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 15.5 WIDE, 20 WIDE AND VARIABLE WIDTH (CC)
- EASEMENT FOR WASTEWATER PUMPING STATION VARIABLE WIDTH (E)
- EASEMENT FOR DRAINAGE OF WATER FOR DRAINAGE OF WATER VARIABLE WIDTH (WHOLE OF LOT) (F)
- EASEMENT FOR SEWERMAIN 9 WIDE (G)
- EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE, 15 WIDE AND VARIABLE WIDTH (L)
- RESTRICTION ON USE OF LAND 20, 24.895, 30 WIDE AND VARIABLE WIDTH (T)
- EASEMENT FOR PUBLIC ACCESS (CONTINUED ON SHEET 2)

Use PLAN FORM 6A for additional certificates, signatures, seals and statements Crown Lands NSW/Western Lands Office Approval

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

Signature: _____

Date: _____

File Number: _____

Office: _____

Subdivision Certificate

I certify that the provisions of s.108J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed:

Subdivision of land (or 'subdivision' or 'new road')

(Authorised Person/General Manager/Authorised Officer)

Consent Authority Minister of Planning

Date of Endorsement 21.7.08

Accreditation No. BPP 0136

Subdivision Certificate No. 420/08

File No. MP060031 Mod 2

* Delete whichever is inapplicable



DP270583 S

Registered: 22.6.2008

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 2, D.P. 634168 & LOT 11, D.P. 1044935

LGA: NEWCASTLE

Locality: FLETCHER

Parish: HEXHAM

County: NORTHUMBERLAND

Surveying Regulation, 2000

I, PETER JAMES JOHNSON of ADY JOHNSON P.O. BOX 3717 TUGGERAH 2259, a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2000 and was completed on:

29 February 2008

The survey relates to LOTS 1 - 11 INCL

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

Signature: _____ Dated: 29-6-2008
 Surveyor registered under the Surveying Act, 2002

Delimit Line: 'A'-'B'
 Type: Urban/Rural

Plans used in the preparation of survey/compilation

D.P. 594168 R 31233-1603
 D.P. 647231
 D.P. 739137
 D.P. 792608
 D.P. 844711
 D.P. 849593
 D.P. 853871
 D.P. 1044935

(If insufficient space use Plan Form 6A enclosure sheet)

SURVEYOR'S REFERENCE: 50070LOI

* OFFICE USE ONLY

Req:R776301 /Doc:DP 0270583 P /Rev:14-Feb-2013 /Sts:SC OK /Prt:19-Jun-201
Bef:612457/bgs:RSLC/Seq:13 of 18

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2.. of ..4.. sheets

PLAN OF SUBDIVISION OF
LOT 2, D.P. 534168 &
LOT 11, D.P. 1044935

DP270583

(Doc. A)

Registered:



AB 22.6.2009

* OFFICE USE ONLY

Subdivision Certificate No: 420/08

Title System: Date of Endorsement 21.7.08

1. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (W)
IT IS INTENDED TO DEDICATE THE ROAD
WIDENING (Y), (X) AND (Q) TO THE PUBLIC
AS PUBLIC ROAD

HUNTER WATER CORPORATION
by its attorney

SHARON LANA SMITH
pursuant to Power of Attorney
Book 4374 NO. 852

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

Witness

Amanda Coleman
Name of Witness
36 Honeycucke drive
Newcastle
Address of Witness

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

DANIEL GOODMAN

MARK CORSETT

Full Names

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


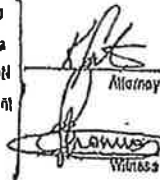
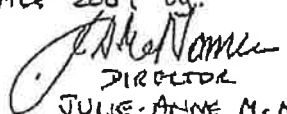
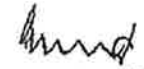
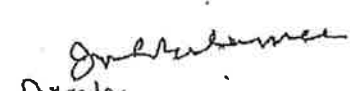
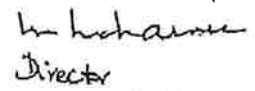
M. GILBERT
Witness MARTIN GILBERT

Signature
Signature

Book 4475
No 43


SURVEYOR'S REFERENCE: 50070L01

Req: R776301 / Doc: DP 0270583 P / Rev: 14-Feb-2013 / Sts: SC.OK / Prt: 19-Jun-201.
R# 123381 / S# 14 of 18
PLAN FORM 0A (Municipal Council)

| DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 1 of 1 |
|---|--|---|
| PLAN OF SUBDIVISION OF LOT 2, D.P. 534168 & LOT 11, D.P. 1044935 | | DP270583 |
| | | (DOC. A) |
| Registered:  22.6.2009 | | |
| Subdivision Certificate No: 420/08 | | Title System Date of Endorsement 21.07.08 |
| <p>IT IS INTENDED TO DEDICATE THE ROAD WIDENING (V), (X) AND (Y) TO THE PUBLIC AS PUBLIC ROAD.</p> <p>SIGNED SEALED AND DELIVERED for and on behalf of EnergyAustralia by KATHERINE MARGARET GUNTON its duly constituted Attorney pursuant to Power of Attorney registered Book 4528 No. 401</p> <p> Attorney Witness</p> <p>Executed by Northern Residential Pty Limited ACN 105 878 931 pursuant to s127 of the Corporations Act 2001 by:</p> <p> DIRECTOR JULIE-ANNE McNAMARA</p> <p> DIRECTOR / SEC ALAN OSBUAG</p> <p>EXECUTED BY J+M McNAMARA HOLDINGS PTY LIMITED. PURSUANT TO S127 OF THE CORPORATIONS ACT 2001 by:</p> <p> Director John Boden McNamara</p> <p> Director Margaret McNamara</p> | | |
| SURVEYOR'S REFERENCE: 50030101 | | |

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 1 sheet(s)

| | | |
|---|--|--|
| PLAN OF SUBDIVISION OF LOT 2, D.P. 534168 & LOT 11, D.P. 1044935 | | DP270583 (cc. A) |
| Registered:  AB 22.6.2009 | | * OFFICE USE ONLY |
| Subdivision Certificate No.: 420/08 | | |
| Date of Endorsement: 21.7.08 | | |
| Name of Development If any THE OUTLOOK | Address for Service of Notice 290 - 302 MINMI ROAD FLETCHER NSW 2287 | |
| This Sheet shows an initial schedule of unit entitlements for the Community/Precinct/Neighbourhood scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989. Any changes will be recorded on subsequent Administration Sheets. = Strike out whichever is inapplicable | | I, <u>TODD ANDREW MADLEY</u> of <u>ACT VALUERS</u> <u>Costs</u> being a valuer registered under the Valuers Registration Act 1976, certify that the Unit Entitlements shown on this sheet/these sheets are based on valuations made by me on <u>24 July 2008</u> Signature: <u>Todd Madley</u> Dated: <u>3/7/08</u> = Strike out whichever is inapplicable & insert date of valuation THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY |

SCHEDULE OF UNIT ENTITLEMENT
 (If insufficient space use additional separate sheet-Plan Form 8A)

INITIAL SCHEDULE

| LOT No. | UNIT ENTITLEMENT | SUBDIVISION |
|-----------|----------------------------------|-----------------------|
| 1 | COMMUNITY NEIGHBOURHOOD PROPERTY | |
| 2 | 3340 | |
| 3 | 2999 | |
| 4 | 3163 | |
| 5 | 2857 | |
| 6 | 3035 | HISTORICAL FILE |
| 7 | 1856 | SEE ADMIN SHEET DOC B |
| 8 | 3163 | |
| 9 | 1711 | |
| 10 | 6868 | |
| 11 | 854 | |
| AGGREGATE | 70,854 | |

SURVEYOR'S REFERENCE: 50030LO1

Req: R776301 / Doc: DP 0270583 P / Rev: 14-Feb-2013 / Sts: SC OK / Pnt: 19-Jun-2013
Ref: 1822577 P / STATE / Seq: 16 of 18

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1. of 3. sheet(s)

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

DP270583
(DOC.B)

Registered: 13.2.2013

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS
5 & 9 IN D.P. 270583

LGA: NEWCASTLE
Locality: FLETCHER
Parish: HEXHAM
County: NORTHUMBERLAND

Survey Certificate

I, BRETT ANTHONY BURNS WILLIAMS
of ADW JOHNSON P.O. BOX 3717 TUGGERAH 2250
a surveyor registered under the Surveying and Spatial
Information Act, 2002, hereby certify that the survey represented
in this plan is accurate, has been made in accordance with the
Surveying and Spatial Information Regulation, 2006 and was
completed on 27th June 2012

The survey relates to LOTS 12 AND 13 ONLY

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

Signature: *Brett Williams* Dated: 15/8/12
Surveyor registered under the Surveying and Spatial Information Act,
2002

Datum Line: "A" "B"
Type: Urban / Rural

Plans used in the preparation of survey/compilation-

D.P. 270583
D.P. 286153
D.P. 286154
D.P. 286155
R. 31233
1603

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

SURVEYOR'S REFERENCE: 50030-1, IN-002-A

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements
Crown Lands NSW/Western Lands Office Approval

I, *[Signature]* In approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the dedication of the land shown
hereon have been given.

Signature: *[Signature]*

Date: *29/11/2012*

File Number: *MP06-0031*

Office: *MP06-0031*

Subdivision Certificate

I certify that the provisions of s.108J of the Environmental Planning and
Assessment Act 1979 have been complied in relation to the proposed.

SUBDIVISION
(Insert "subdivision" or "new road")

(Authorised Person or Control Manager Accredited Certificate)

Consent Authority: *MINISTER FOR PLANNING*

Date of Endorsement: *29/11/2012*

Accreditation No.: *BPB0565*

Subdivision Certificate No.: *27/2012*

File No.: *MP06-0031*

* Delete whichever is inapplicable

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

PLAN OF SUBDIVISION OF LOTS
 5 & 9 IN D.P. 270583

DP270583

(DOC.B)

Registered:



13.2.2013

Subdivision Certificate No.: 27/2012

Date of Endorsement: 29/11/2012

Name of Development if any

"THE OUTLOOK"

Address for Service of Notice

290 - 302 MINMI ROAD
 FLETCHER NSW 2207

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

Any changes will be recorded on a replacement schedule.

I, DAVID HADLEY
 or AKTO VALUERS

being a Valuer registered under the Valuers Registration Act 1978, certify that the unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on 3/5/12 being the date of the valuer's certificate lodged with the original initial schedule.

Signature

Todd Phillips Dated 20/12/12

THIS SHEET CONTAINS AN UPDATED
 SCHEDULE OF UNIT ENTITLEMENT
 WHICH REPLACES THE EXISTING
 SCHEDULE REGISTERED ON 22/8/2009

SCHEDULE OF UNIT ENTITLEMENT
 (If insufficient space use additional annexure sheet - Plan Form 6A)

INITIAL SCHEDULE
 OF UNIT ENTITLEMENTS

| LOT No. | UNIT ENTITLEMENT | SUBDIVISION |
|-----------|-------------------------|--------------------|
| 1 | COMMUNITY PROPERTY | COMMUNITY PROPERTY |
| 2 | 3348 | |
| 3 | 2899 | |
| 4 | 3183 | |
| 5 | SUBDIVIDED INTO 12 & 13 | SEE SHEETS 9 & 10 |
| 6 | 3036 | |
| 7 | 1855 | |
| 8 | 3183 | |
| 9 | SUBDIVIDED INTO 12 & 13 | SEE SHEETS 9 & 10 |
| 10 | 6868 | |
| 11 | 854 | |
| 12 | 1711 | |
| 13 | 3857 | |
| AGGREGATE | 48800 30854 | |

SURVEYOR'S REFERENCE: 60030-LIN-002-A

Reg: R776301 / Doc: DP 0270583 P / Rev: 14-Feb-2013 / Sts: SC, OK / Prt: 19-Jun-2013
Ref: 612257 Pg 6 of 18

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3. of 3. sheet(s)

PLAN OF SUBDIVISION OF LOTS
5 & 9 IN D.P. 270583

DP270583

(DOC.B)

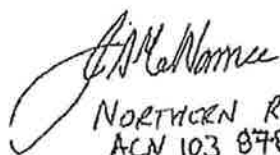
Registered:  13.2.2013

Subdivision Certificate No: 27/2012

Date of Endorsement: 29/11/2012



S&P OUTLOOK PTY LIMITED - ACN 154 895 691
WILLIAM MCNAMARA SOLE DIR/SEC.



NORTHERN RESIDENTIAL PTY LIMITED
ACN 103 878 931
JULIE-ANNE MCNAMARA SOLE DIR/SEC.

SURVEYOR'S REFERENCE: 60030-LIN-002A

ONLY
OFFICIAL
DP270583 12

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

Lengths are in metres

Page 1 of 12 Pages
 (Doc. 1)

Plan:



DP270583 B

Plan of Subdivision of Lot 2 in Deposited
 Plan No. 534168 and Lot 11 Deposited
 Plan No. 1044935 covered by Subdivision
 Certificate No. 4.20/08

Full name and address of the
 Proprietor of the land

Northern Residential Pty Limited
 PO Box 7207
 BAULKHAM HILLS NSW 2154

PART 1 (Creation)

| Number of item shown on the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Lots or Authority Burdened: | Lots or Authority Benefited: |
|--|---|-----------------------------------|--|
| 1 | Easement for Access 15.5 Wide, 20 Wide and Variable Width | 3, 4 and 9 | Hunter Water Corporation |
| 2 | Easement for Watermain 15.5 Wide, 20 Wide and Variable Width | 1, 3, 4 and 9 | Hunter Water Corporation |
| 3 | Easement for Electricity and Other Purposes 15.5 Wide, 20 Wide and Variable Width | 1, 3, 4 and 9 | Energy Australia ABN 67 505 337 385 |
| 4 | Easement for Wastewater Pumping Station Variable Width | 1 | Hunter Water Corporation |

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

Lengths are in metres

Page 3 of ¹² 21 Pages

Plan:

DP270583

Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/08

PART 2 (Terms)

In this instrument, unless the context otherwise requires:

Apparatus means mains, pipes and other apparatus used for the conveyance, control, measurement and distribution of Substances.

Architectural and Landscape Guidelines means the Architectural and Landscape Guidelines which bind the Community Association under the Management Statement.

Authority means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Authorised User means any person authorised by the Grantee and includes:

- (a) if the Grantee is a Community Association, each registered proprietor of a lot in that Community Scheme, and any occupier or lessee of that lot as authorised by the Community Association;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Community Association means the community association created on registration of the Plan.

Community Scheme means the community scheme created on registration of the Plan.

Conduit means any wire, cable, pipe, duct, chute, drain, channel and other apparatus through or in which a Service passes or is stored or contained.

Council means Newcastle City Council

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

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

1919,

Lengths are in metres

Page 4 of ¹²~~11~~ Pages

Plan:

DP270583

Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/08

PART 2 (Terms) Continued

Easement Site in relation to an Easement means:

- (a) the site of the Easement identified in the Plan;
- (b) all items within the site of an Easement identified in the Plan which are the subject of an Easement.

Evacuation Management Plan the bushfire evacuation plan attached to the Management Statement as updated by the Community Association from time to time.

Grantee means:

- (a) the registered proprietor of a Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this s88B instrument.

Lot Benefited means the whole of any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of an Easement.

Management Statement means the community management statement registered with this Plan.

Plan means the community plan to which this Instrument relates.

Service includes water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, television or radio impulses or signals service.

Substances means natural gas, artificial gas, liquid petroleum gas, oil and other hydrocarbons whether in a gaseous, liquid or solid state and any products or by-products thereof.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Lengths are in metres

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Plan:

DP270583

Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/08

PART 2

**1. Terms of Easement for Access 15.5 Wide, 20 Wide and Variable Width firstly
referred to in the Plan**

The Grantee and its Authorised Users may:

- (a) by any reasonable means pass across each Lot Burdened but only within the Easement Site;
- (b) do anything upon the Lot Burdened within the Easement Site for the purpose of carrying out its rights under this Easement including:
 - i) entering the Lot Burdened and remaining there for a reasonable time; and
 - ii) taking anything onto the Lot Burdened; and
 - iii) carrying out work within the Easement Site.

In exercising the powers granted under this Easement, a Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (d) restore the Lot Burdened as nearly as is practicable to its former condition.

- 1.3 If the Grantee of a Lot Benefited is a Community Association, then that Grantee must keep and maintain the Easement Site in a state of good and serviceable repair for use as an access way.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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Plan:

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Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/08

PART 2 Continued

**2. Terms of Easement for Watermain 15.5 Wide, 20 Wide and Variable Width
secondly referred to in the Plan**

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a watermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey water through the said watermain or pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for watermain delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

**3. Terms of Easement for Electricity and Other Purposes 15.5 Wide, 20 Wide and
Variable Width thirdly referred to in the Plan**

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.



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

Lengths are in metres

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Plan:

Plan of Subdivision of Lot 2 in
Deposited Plan No. 534168 and Lot 11
Deposited Plan No. 1044935 covered
by Subdivision Certificate No. 420/08

**4. Easement for Wastewater Pumping Station Variable Width fourthly referred
to in the Plan**

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and alter or divert the position of a sewage pumping station sewer mains or pipelines for the conveyance of sewage and water, cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof. In or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage through the said sewage pumping station and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil and restore the surface of the said servient tenement in a property and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that party of the lot burdened as is affected by the easement for sewage pumping station delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

**5. Terms of Easement for Drainage of Water Variable Width Fifthly Referred to
in the Plan**

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

The block contains several handwritten signatures and initials. At the top, there are two distinct, stylized signatures. Below them, there are more initials and a signature that appears to be 'Jm Hill'.

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

Lengths are in metres

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Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/05

PART 2 Continued

- ~~i) entering the Lot Burdened; and~~
 - ~~ii) cause as little damage as is practicable to the Lot Burdened and the
improvements on it; and~~
 - ~~iii) restore the Lot Burdened as nearly as is practicable to its former
condition.~~
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6. Terms of Easement For Sewermain 3 Wide sixtly referred to in the Plan

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a sewermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage, water or soil through the said sewermain or pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for rising main delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

7. Terms of Easement for Electricity and Other Purposes 2 Wide 15 Wide and
Variable Width seventhly referred to in the Plan

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

[Handwritten signatures]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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1919.

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Plan:

Plan of Subdivision of Lot 2 in
Deposited Plan No. 534168 and Lot 11
Deposited Plan No. 1044935 covered
by Subdivision Certificate No. 420/08

PART 2 Cont.

8. Terms of Restriction on the Use of Land 20, 24.895, 30 Wide and Variable Width eighthly referred to in the Plan

The registered proprietor for the time being of the lot burdened shall comply with the requirements of the Bushfire Safety Authority issued by the NSW Rural Fire Services dated 11th June 2003.

9. Terms of Easement for Public Access ninthly referred to in the Plan

The right for members of the public to pass and repass without vehicles and upon the burdened land for recreational purposes subject to such ^{reasonable} terms and conditions regulating such use as may be imposed from time to time by the Community Association and subject to the right of the Community Association to exclude members of the public from any community facilities so designated by the Community Association.

10. Terms of Easement for Drainage of Water Variable Width Tenthly referred to in the Plan.

The terms of the easement are as set out in Part 7 of Schedule 4A of the Conveyancing Act 1919 (as amended) subject to the addition of the following:

The registered proprietor of the burdened land reserves the right in its absolute discretion ^{and without the consent or approval of Newcastle City Council} to relocate this easement in so far as it affects lots 5 and 9 ("the temporary easement") to another site within lots 5 and 9 to accept stormwater drainage from the roads ("the relocated easement"), and upon the grant of the relocated easement the temporary easement shall automatically be extinguished. ^{The Council will not unreasonably withhold its consent to release vary or modify the temporary easement.}

Handwritten signatures and initials:
MLL, gm, and several circular stamps.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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1919.

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Plan:

Plan of Subdivision of Lot 2 in
Deposited Plan No. 534168 and Lot 11
Deposited Plan No. 1044935 covered
by Subdivision Certificate No. *420/08*

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND RESTRICTIONS FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Hunter Water Corporation

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Hunter Water Corporation

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS THIRDLY and SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN.

Energy Australia

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS FOURTHLY and SIXTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN.

Hunter Water Corporation

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Registered Proprietors of the lots benefited or their successors in the title to the said lots.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Minister for Planning

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Minister for Planning

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS
AND THE RESTRICTIONS TENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.
Newcastle City Council.

h *gm* *h*
h

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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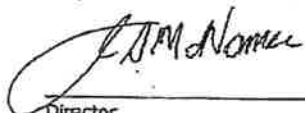
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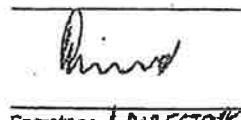
Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
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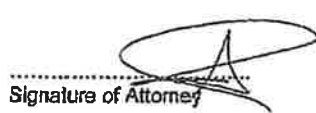
Executed by Northern Residential Pty Limited)
In accordance with Section 127 of the)
Corporations Act 2001 in the presence of)

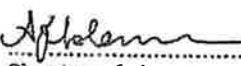

Director


JULIE-ANNE MCNAMEE


Secretary / DIRECTOR
ALAN OSBURG

HUNTER WATER CORPORATION)
ABN 46 228 513 446 by its attorney)
SHARON LANA SMITH pursuant)
to Power of Attorney Book 4374 No 853)

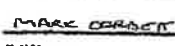

Signature of Attorney


Signature of witness


Name of witness

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

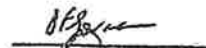


DAMIAN GORMAN


MARK CORBETT

Full Names

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


Witness MARTIN CALDERWOOD


Signature

Signature
Book 4475
No 47

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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1919

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Plan of Subdivision of Lot 2 in Deposited
Plan No. 534168 and Lot 11 Deposited
Plan No. 1044935 covered by Subdivision
Certificate No. 420/08

Executed for and on behalf of
ENERGY AUSTRALIA BY
KATHARINE MARGARET GIBSON
Its duly constituted Attorney pursuant to
Power of Attorney registered Book 4528
No.401 in the presence of:

K. Gibson
Attorney

[Signature]
Witness

BRUCE THOMAS THOMSON
Name of Witness (Please Print)
570 George Street
Sydney NSW 2008
570 GEORGE ST.
Address of Witness

SIGNED, SEALED AND DELIVERED
BY THE MINISTER FOR PLANNING
IN THE PRESENCE OF:

[Signature]
SIGNATURE OF
WITNESS

[Signature]
SIGNATURE
OF MINISTER BY
HER AUTHORIZED
DELEGATE

Executed by J & M McNamee
Holding Pty Limited in accordance
with section 127 of the Corporations
Act 2001 in the presence of:

[Signature]
NAME OF WITNESS

MEJAN PERILA
NAME OF MINISTER'S
DELEGATE

[Signature]
Director
Margaret McNamee

[Signature]
Director John Bowen McNamee

50030LD1 Community 88B Instrument 29_05_08



DP270583 M

COMMUNITY MANAGEMENT

STATEMENT

MINMI ROAD, FLETCHER

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION NSW

REGISTERED  18 22.6.2009

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SHEET 1 of 39

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COMMUNITY MANAGEMENT STATEMENT

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40. Definition and Interpretation

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DP270583

Approved Form 28

COMMUNITY LAND DEVELOPMENT ACT 1989

COMMUNITY LAND MANAGEMENT ACT 1989

COMMUNITY MANAGEMENT STATEMENT

WARNING

- A. 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, Precinct Development Lot, Neighbourhood Lot or Strata Lot within the Community Scheme.
- B. Each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot, Precinct Development Lot, Neighbourhood Lot or Strata Lot is bound by the terms of the Community Management Statement, the terms of the Neighbourhood Management Statement if the Subsidiary Scheme is a Neighbourhood Scheme and the terms of the by-law instrument of the Strata Scheme if the Subsidiary Scheme is a Strata Scheme.

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 unanimous resolution of the Community Association in accordance with Section 17(2) of the Community Land Management Act 1989.

These By-Laws may relate to the control or preservation of the essence or theme of the development under the Community Scheme by specifying:

- (b) any provisions limiting occupancy under the Scheme to persons of a particular description; and
- (c) the architectural, building or landscaping styles to be permitted; and
- (d) the kind of materials that may be used in buildings and other structures; and
- (e) any provisions requiring that specified Community Association Property be used only for particular purposes; and
- (f) any other kind of restrictions.

BY-LAW 1

ENVIRONMENTALLY SENSITIVE DEVELOPMENT

- 1.1 The Community Association is charged with maintaining the integrity of the Community Scheme and complying strictly with all relevant Planning Instruments affecting the Community Scheme from time to time.
- 1.2 All Subsidiary Bodies must comply with the standards set by the Community Association.

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~~Sheet 5 of 29 Sheets~~

BY-LAW 2 ARCHITECTURAL STANDARDS

- 2.1 The Architectural Standards and Landscape Standards bind:
- (a) the Community Association;
 - (b) each proprietor or occupier of a Lot;
 - (c) each Subsidiary Body
 - (d) each mortgagee in possession of a Lot; and
 - (e) each lessee of a Lot
- other than the Original Proprietor.
- 2.3 Any Subsidiary Body may determine its own standards provided that such standards are approved in accordance with By-Law 3.

BY-LAW 3 AMENDING ARCHITECTURAL STANDARDS AND LANDSCAPING STANDARDS

Right of Community Association to amend

- 3.1 The Original Proprietor may from time to time create, adopt, add to or alter architectural standards for Community Property and any Lot in the Community Scheme.
- 3.2 No proprietor of a Lot other than the Original Proprietor or a Subsidiary Body is entitled to amend the standards in any way without the prior written consent of
- (a) the Community Association or, where the Community Association has delegated the authority, that delegate; and
 - (b) the Original Proprietor.
- 3.3 If a Subsidiary Body seeks to add to or alter its respective architectural standards or landscape standards in accordance with these By-Laws then the Community Association must, within a reasonable time, deliver a copy of the alterations or additions to each Subsidiary Body and each proprietor of a Community Development Lot.
- 3.4 The proprietor of a Lot is entitled to an up-to-date copy of the Architectural Standards and Landscape Standards from the Community Association upon payment of a reasonable fee.
- 3.5 The landscape standards and architectural standards may be set for any Community Development Lot by the Original Proprietor, or the Community Association but only if the Original Proprietor gives its consent.
- 3.6 Any application for consent to amend standards must be accompanied with sufficient details to allow all parties to properly consider the application and proposed amendments.

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- 3.7 The Original Proprietor may appoint a Design Review Committee. Where the Original Proprietor has appointed a Design Review Committee, the Design Review Committee shall exercise the powers and discretions given to the Original Proprietor contained in By-Laws 3.8 to 3.13.
- 3.8 No building modification, new construction or landscape modification may commence or take place until the plans and specifications for it have been approved by the Original Proprietor as to:
- (a) suitability of design;
 - (b) colour and materials;
 - (c) quality of design, and materials;
 - (d) harmony of existing design and existing structures;
 - (e) location in relation to surrounding structures and topography;
 - (f) elevation in relation to existing structures and topography; and
 - (g) harmony with existing landscaping; or
- for landscape modifications the suitability and quality of design, colour, plant species and landscape materials and features and the location and elevation and harmony in relation to surrounding structures and topography and the removal of or dealing with existing plants.
- 3.9 Any plans and specifications submitted pursuant to By-Law 3.8 must be to the standard required from time to time by the Original Proprietor.
- 3.10 The decision of the Original Proprietor must be made on the basis of the By-Laws, the Architectural Standards and Landscaping Standards and any rules in force at the time of its decisions. Where the decision has been delegated to a consultant or a manager as the case may be, the consultant or the manager must base his, her or its decision on the same criteria.
- 3.11 The Original Proprietor may as a condition of any approval pursuant to this part require the payment of a bond to be held by the Community Association as security for any damage that an applicant, its contractors, employees or agents may cause to Association Property.
- 3.12 If further information is required by the appropriate decision making body officer then that additional material must be furnished. A decision may be made subject to conditions which may be imposed at the decision maker's discretion.
- 3.13 A decision of the Original Proprietor is binding on any applicant for a decision.

BY-LAW 4 MODIFICATIONS AND NEW CONSTRUCTIONS BY THE COMMUNITY ASSOCIATION

- 4.1 If the Community Association wants to make:
- (a) a building modification;

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- (b) a landscape modification; or
- (c) a new construction

to Community Property then it must comply with the Architectural Standards and Landscape Standards in force for Community Property and obtain any approvals required of any competent authority.

BY-LAW 5 ASSOCIATION PROPERTY

- 5.1 The proprietor or occupier of a Lot must not except with the approval of the Community Association leave anything on or obstruct the use of the Association Property.
- 5.2 The proprietor or occupier of a Lot must not damage Association Property of any kind.
- 5.3 The proprietor or occupier of a Lot must not except with the approval of the Community Association use any part of the Association Property to the exclusion of any other person.
- 5.4 The proprietor or occupier of a Lot must give notice to the Community Association of any damage or defect in Association Property immediately he or she becomes aware of it.

BY-LAW 6 CONSTRUCTION ON ASSOCIATION PROPERTY

- 6.1 The proprietor or occupier of a Lot must not, except with the approval of the Community Association:
 - (a) construct any building or other structure including without limitation a fence, screen, pergola or awning on Association Property;
 - (b) attach any item as a fixture to Association Property; or
 - (c) alter Association property
- 6.2 Any construction, attachment or alteration referred to in the preceding By-Law whether made with or without approval of the Community Association is at the risk of the person erecting it.

BY-LAW 7 NO INAPPROPRIATE USE

- 7.1 The proprietor or occupier of a Lot must not use anything on the Community Parcel for any purpose other than that for which it was constructed or provided without the approval of the Original Proprietor.

BY-LAW 8 CLEANLINESS

- 8.1 The proprietor or occupier of a Lot must keep the lot clean and tidy and in good repair and condition.
- 8.2 The Community Association may give notice to a proprietor or occupier of a Lot requiring him or her to comply with the terms of this By-Law

BY-LAW 9 RESTRICTED USE OF PRIVATE MOTORISED TRANSPORT

- 9.1 No vehicle may be excessively noisy or emit excessive levels of exhaust or other fumes. No caravan, trailer or like equipment may be kept on Community Property

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without the written consent of the Community Association who is not obliged to favourably consider any such request.

PART 2

RESTRICTED COMMUNITY PROPERTY

Amendment to by-laws.

These by-laws may only be amended:

- (a) during the Initial Period, by order of the Tribunal; or
- (b) after expiry of that Initial Period, by:
 - (i) special resolution; and
 - (ii) with the written consent of each person entitled by the by-law to use the restricted Community Property,

(see sections 23 and 54 of the *Management Act*)

BY-LAW 10 ACCESS RIGHTS

10.1 To enable and assist the Original Proprietor to carry out Development Activities it shall have the following rights for the purpose of enabling that proprietor to:

- (a) complete the development of the Community Parcel as necessary and to carry out Development Activities on the Community Parcel; and
- (b) carry out development on land adjacent to the Community Parcel:
 - (i) Access rights: complete and unrestricted access by foot and motor vehicle over Community Property.
 - (ii) Parking rights: right to park motor vehicles and equipment on Community Property.
 - (iii) Temporary Facilities: the right to place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment.
 - (iv) Right to install services: the right to install services on Community Property
 - (v) Right to connect Services: the right to connect services within Community Property and to Service Lines.
 - (vi) Right to attach signs: the right to attach and place marketing and advertising signs; placards, banners,

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notices or advertisements on
Community Property.

(vii) Right to conduct sales:

the right to conduct sales whether by
auction or otherwise on Community
Property.

- 10.2 The matters set out under By-Law 10 pursuant to Clause 6 of Schedule 3 of the Development Act apply to form part of this By-Law.
- 10.3 If the owner of a Community Development Lot requires access over an access way in a Subsidiary Parcel and registers a Precinct Plan, Neighbourhood Plan or a Strata Plan requiring access to and egress from the Precinct or Neighbourhood Parcel over such access ways in any Subsidiary Parcel such an access way will be allowed by the Precinct Association, Neighbourhood Association or Owners Corporation (as applicable) without fees.
- 10.4 The provisions of By-Law 10 apply even where the relevant plan contemplates an access way be granted to development on land adjacent to the Community Parcel.
- 10.5 Nothing in this Management Statement binds the Original Proprietor so that the Original Proprietor may be hindered in or prevented from exercising its rights under this By-Law 10.
- 10.6 The Original Proprietor must:
- (a) repair any damage to the Community Property caused by the exercise of the rights of the Original Proprietor under this By-Law 10; and
 - (b) take reasonable steps to minimize disturbance to owners and occupiers of a Lot or a Lot in a Subsidiary Scheme as a result of the carrying out of the Development Activities in the Community Property; and
 - (c) control, manage, maintain in good condition and repair, the Community Property while its use is restricted to the Original Proprietor; and
 - (d) leave the Community Property clean and tidy after Development Activities are finished.
- 10.7 For the purposes of compliance with section 54 of the Management Act, it is noted that there are not matters for inclusion in this By-Law 10 relating to the determination, imposition and collection of levys on the Original Proprietor.
- 10.8 Subject to the rights and obligations of the Original Proprietor under this By-Law 10, the Community Association must control, manage, maintain in good condition and repair the Community Property.
- 10.9 The right of the Original Proprietor under this By-Law 10:
- (a) for any part of the Community Property, ends when the Original Proprietor gives notice to the Community Association that the part is no longer required in connection with the Development Activities; and
 - (b) for the whole of the Community Property, ends when the Original Proprietor gives notice to the Community Association that no part is required any longer in connection with Development Activities.

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BY-LAW 11 CONVERSION OF COMMUNITY DEVELOPMENT LOT TO COMMUNITY PROPERTY

- 11.1 If the Original Proprietor wishes to convert part of a Community Development Lot in the Community Plan to Community Property it must give a notice in that regard to the Community Association.
- 11.2 If the Original Proprietor gives a notice referred to in By-Law 11.1 and includes with that notice:
- (a) the conversion instrument and the items referred to in clauses 1(1)(a) and 1(1)(b) of Schedule 6 to the Development Act signed by the owner of the Community Development Lot the whole or part of which is to be converted; and
 - (b) the item referred to in clause 1(1)(c) of Schedule 6 to the Development Act;

then in addition to its powers under the Development Act and elsewhere in this Management Statement, the Community Association has the power under this By-Law 11 to consent and must do all acts, matters and things necessary for it to consent to the conversion.

PART 3

MANDATORY MATTERS

BY-LAW 12 ACCESS WAYS

- 12.1 No part of the Community Property has been set apart as an Open Access Way under the Development Act.

BY-LAW 13 COMMUNITY PROPERTY, SPECIAL FACILITIES AND ROADS

- 13.1 The Community Property includes natural bush land and passive open space and facilities which may be provided include fire trails, cycle/walk ways, Roads and storm water treatment structures, tennis court, swimming pool, BBQ area and club house.
- 13.2 The Community Association may contract persons to provide management, operational, maintenance and other services in connection with Community Property.
- 13.3 The Community Association is entitled to make Rules relating to the control, use, management and maintenance of the Community Property in accordance with the Management Act and By-Law 27.

BY-LAW 14 INTERNAL FENCING

- 14.1 Fencing must be erected and maintained solely at the cost of the lot proprietor. Where any fence is a dividing fence, the cost of erection and maintenance of the fence must be shared equally between the lot proprietors, except where the adjoining proprietor is either the Original Proprietor or the Association. Neither the Original Proprietor nor the Association is obliged to contribute towards the cost of erection or maintenance of any such fencing.

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Fencing on or near a lot boundary which abuts Association Property or a Subsidiary Scheme property is to be of a "pool fence" type which is see through and not a paling fence nor sheet fencing type which is not see through.

- 14.2 Subject to By-Law 14.1, all other fencing must be maintained by the Community Association.

BY-LAW 15 STORAGE AND COLLECTION OF GARBAGE

- 15.1 The Community Association must provide on Community Property garbage bins for the storage of garbage which is generated on Community Property.

- 15.2 The Community Association must:

- (a) deposit all garbage from Community Property and the property of Subsidiary Schemes into the garbage bin and
- (b) keep the area where the garbage bins are provided clean and tidy.

- 15.3 The Community Association is responsible to ensure that garbage from Association Property is either made available for collection by the local council in accordance with the Council's rules, regulations and ordinances or must otherwise arrange for the removal of garbage by private contractors.

Individual lots will be serviced by Council's regular garbage collection services. Garbage bins are to be stored in a convenient and unobtrusive location on the lot.

BYLAW 16 SERVICES

- 16.1 No Services will be provided by the Community Association.
- 16.2 If a Service is provided after the registration of the Management Statement, the Community Association must submit a Prescribed Diagram to any Subsidiary Body affected by the amendment to enable that Subsidiary Body to:
- (b) give its consent to the amendment if such consent is required;
 - (c) make available all necessary documents including the Certificate of Title for the Property of such Subsidiary Scheme to facilitate the registration of the amendment and thereafter the Community Association must register the Prescribed Diagram.

BY-LAW 17 INSURANCE

- 17.2 The Community Association must take out insurance required under the Management Act including the following policies:
- (a) to cover any building or structure on the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
 - (b) under the Workers Compensation Act 1987;
 - (c) to cover damage to the Community Property and for death and bodily injury for which the Community Association could become liable in damages;

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- (d) to cover damages for which the Community Association could become liable because of work done by a voluntary worker;
 - (e) to cover accidental injury to, or accidental death of, a voluntary worker; and
 - (f) to cover the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by special resolution to insure.
 - (g) to cover public liability over the land in the Community Scheme as required under section 40(2) of the Management Act; and
 - (h) any other insurance required.
- 17.2 The Community Association must review, on an annual basis:
- (a) all of its insurance; and
 - (b) the need for new or additional insurances.
- 17.3 Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.
- 17.4 If there is an increase in risk or a new risk to the Community Property then the Community Association must immediately:
- (a) effect new insurances; or
 - (b) vary or extend existing insurances.
- 17.5 An Owner or Occupier must obtain the written approval of the Community Association before it does anything that might:
- (a) void or prejudice the Community Association's insurance; or
 - (b) increase any insurance premium which the Community Association pays.

BY-LAW 18 EXECUTIVE COMMITTEE

Constitution

- 18.1 (a) The Executive Committee of the Association is constituted under and must be established in accordance with Division 2 of Part 2 of the Management Act.
- (b) The Executive Committee may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Chairman, Secretary and Treasurer

- 18.2 The chairman, secretary and treasurer of the Executive Committee can also be respectively the chairman, secretary and treasurer of the Association.

Notice Board

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- 18.3 The Executive Committee may fix a notice board to an accessible and prominent part of the Community Association Property.

Notice of Meeting

- 18.4 The Executive Committee must, not less than 72 hours (or such other period as the Association may decide) immediately before the Executive Committee holds a meeting, display on the notice board, if there is one, or give each proprietor of a Lot:

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

Agenda

- 18.5 The Agenda for a meeting of the Executive Committee must detail the business which is proposed to be dealt with at that meeting.

Meetings

- 18.6 Meetings of the Executive Committee may be held on or near the Community Parcel or such other place which is convenient for the members of the Executive Committee.

- 18.7 A matter may not be dealt with, discussed or decided upon at a meeting of the Executive Committee unless details of the matters are set out in the agenda for the meeting.

- 18.8 The Secretary or, in his or her absence, any member of the Executive Committee, must if requested by not less than one third of the members of the Executive Committee:

- (a) convene a meeting of the Executive Committee within the time specified in the request or if no time is specified in the request, within fourteen (14) days of the request; and
- (b) display on the notice board, if there is one or give each proprietor of a Lot a notice of the intention of the Executive Committee to hold the meeting and the agenda in accordance with By-Law 18.5.

- 18.9 If:

- (a) a meeting of the Executive Committee is held before:
 - (i) proper notice of its intention to hold the meeting has been displayed on the notice board, if there is one, or given to each proprietor of a Lot; and
 - (ii) expiry of the period during which the notice must be displayed or given under By-Law 18.8(a); and
- (b) prior to or at the meeting or the Executive Committee a member of the Association gives the Executive Committee a notice of intention to oppose the making of a decision on a matter,
then a decision made on that matter in the meeting must not be implemented;
- (c) if during the period required under By-Law 18.8(a) for the display of the

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notice, a notice opposing the making of the decision is given to the Secretary by members of the Association who have a majority of the unit entitlements; or

- (d) until the proper display or giving of the notice of intention and expiry of the period required by By-Law 18.8(a) if a notice opposing the making of the decision is not given prior to such expiry.

- 18.10 If a notice opposing the making of a decision is given under By-Law 18.9(e) then the decision made by the Executive Committee which was opposed must be revoked by the Executive Committee and be of no effect.

Voting in Writing

18.11 Where:

- (a) each member of the Executive Committee has been served with a copy of any motion of a proposed resolution to be submitted at that meeting; and
- (b) the proposed resolution has been approved in writing by a majority of the members of the Executive Committee.

then the resolution is, if a notice has not been given under section 38(3) of the Management Act, as valid as if it had been duly passed at a duly convened meeting of the Executive Committee, even though the meeting was not held.

Right of Proprietors to attend Meetings

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

Record of Minutes

- 18.13 Minutes of the meetings of the Executive Committee and all resolutions passed must be placed with the minutes of the General Meetings of the Association.

Display of Minutes

- 18.14 The Executive Committee must within seven (7) days after any meeting of the Executive Committee or the passing of a resolution:

- (a) display on the notice board, if there is one or provide each proprietor of a Lot with a copy of the minutes of that meeting; or
- (b) display on the notice board, if there is one, or provide each proprietor of a Lot with a copy of the resolution passed under By-Law 18.11.

If the Executive Committee elects to display a copy of the minutes or the resolution on the notice board then the copy of the minutes and the resolution must be displayed on the notice board for a period of at least fourteen (14) days.

Powers and duties of Secretary

- 18.15 The powers and duties of the Secretary of the Association are:

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- (a) preparing and displaying or distributing minutes of meetings and resolutions of the Association and the Executive Committee;
- (b) giving on behalf of the Association and the Executive Committee, notices required to be given under the Management Act;
- (c) maintaining the Association roll;
- (d) making available for inspection, on behalf of the Association, the documents and records set out in Clause 1 of Schedule 4 of the Management Act;
- (e) supplying on behalf of the Association, certificates in accordance with Clause 2 of Schedule 4 of the Management Act;
- (f) answering communications addressed to the Association or the Executive Committee;
- (g) convening meetings of the Executive Committee and the Association (other than the First Annual General Meeting);
- (h) performing and exercising matters of an administrative or secretarial nature which are associated with the functions and duties of the Association or the Executive Committee; and
- (i) keeping records for the Association under:
 - (i) Part 3 of Schedule 1 of the Management Act; and
 - (ii) Part 3 of Schedule 3 of the Management Act.

Powers and duties of Treasurer

18.16 The powers and duties of the Treasurer of the Association include:

- (a) notifying proprietors of Lots of contributions levied pursuant to the Management Act or the Management Statement and collecting all contributions;
- (b) receiving, acknowledging, banking and accounting for all money paid to the Association;
- (c) preparing any certificate applied for under and in accordance with Section 26 and Clause 2 of Schedule 4 of the Management Act;
- (d) keeping the prescribed accounting records referred to in Clause 10 of Schedule 1 of the Management Act;
- (e) preparing the prescribed financial statement referred to in Clause 11 of Schedule 1 of the Management Act;
- (f) the functions set out in Clause 36(1) of the Management Act.

18.17 The Executive Committee and its members shall not be liable for any loss or damage which arises as a result of any act done by Executive Committee or the members in it, his or her respective capacity as the Executive Committee or member of the Executive Committee except fraud on the part of the Executive Committee or that

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member.

18.18 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.

18.19 The Executive Committee may retain the services of independent consultants with special skills and expertise in:

- (a) architecture;
- (b) landscaping;
- (c) engineering/servicing consultant;
- (d) any other discipline relevant to the operation of the Committee to advise and assist it in performing its functions.

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PART 4

OPTIONAL MATTERS

BY-LAW 19 SERVICES

19.1 The proprietor or occupier of a lot must not:

- (a) carry out any works which interfere with Services unless the approval of the Community Association and any relevant authority has been first obtained in writing; or
- (b) obstruct access to overload or damage Services.

19.2 Subject to any provision set out in Section 60 of the Management Act, the Association and persons authorised by it may enter a lot at any time in an emergency and otherwise at reasonable times to maintain repair alter add to increase or decrease the capacity of or renew any Service.

BY-LAW 20 ASSOCIATION MAY ENTER AND DO WORK

20.1 The Community Association may (but shall not be obliged to) at the cost of the proprietor of the Lot do anything on a Lot which should have been done by the proprietor or occupier of a Lot under the By-Laws and which has not been done or has not been done as required.

20.2 If the Community Association wishes to exercise its right under By-Law 20.1 then the Community Association may:

- (a) give the proprietor or occupier of the Lot notice of its intention to enter and/or carry out work, and
- (b) (with or without any persons authorised by the Community Association) enter the Lot at any time after the date specified in the notice given by the Community Association under By-Law 20.1 (a) and remain on the Lot for so long as is necessary to carry out or do the act or thing which is done.

BY-LAW 21 MORT TO RECOVER MONEY

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

BY-LAW 22 CONTROL OF LESSEES/LICENSEES

22.1 A Proprietor whose Lot in whole or in part is the subject of a lease or license agreement must:

- (a) provide the lessee or licensee with a copy of this Management Statement;
- (b) require the lessee or licensee to perform and observe the obligations on the part of the proprietor under the By-Law; and
- (c) take all reasonable steps including, without limitation, any action available to him/her under the lease or license agreement to ensure that the lessee or licensee of the Lot and any person on the Neighbourhood Parcel or Strata Scheme with the consent (express or implied) of the lessee or licensee complies with the By-Laws.

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BY-LAW 23 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS

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

BY-LAW 24 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 24.1 A proprietor or occupier of a Lot must pay or reimburse the Community Association on demand for the costs, charges and expenses of the Community Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.
- 24.2 The costs, charges and expenses under By-Law 24.1 shall include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and administration costs in connection with those matters.

BY-LAW 25 THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST

- 25.1 Any act or thing which a proprietor or occupier of a Lot is required to or may do under the By-Laws must be done at the cost of the proprietor or occupier.

BY-LAW 26 ASSOCIATION NOT LIABLE FOR DAMAGE

- 26.1 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 fraud of the Community Association or any employee or agent of the Community Association.

BY-LAW 27 RULES

- 27.1 The Association may with the consent of the Original Proprietor make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel.
- 27.2 The Association with the consent of the Original Proprietor may at any time add to or alter the Rules.
- 27.3 The Association may not make a Rule or add to or alter a Rule so that it is or becomes inconsistent or in conflict with the Management Act, the Development Act or these By-Laws or any management agreement made by the Association and third parties.
- 27.4 Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot and the Association.

BY-LAW 28 MAINTENANCE OF SUBSIDIARY ASSOCIATION PROPERTY

- 28.1 The Community Association shall be responsible for the maintenance and control of Association Property of any Subsidiary Scheme provided that such Association Property shall pursuant to the By-Laws of the Subsidiary Scheme be available to the use and enjoyment of all proprietors of lots in the Community Scheme and its Subsidiary Schemes.
- 28.2 For the purposes of this By-Law, "maintenance" shall include the replacement of any Association Property for which the Community Association has responsibility pursuant

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to By-Law 28.1.

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- 28.3 The Community Association shall pay for or reimburse all Subsidiary Schemes in respect of any insurance premiums in respect of the insurance required or considered prudent in respect of Association Property subject of By-Law 28.1.

BY-LAW 29 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES

- 29.1 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 use or occupation of the Lot.

BY-LAW 30 CERTIFICATE

- 30.1 A Certificate signed by the Association, its Managing Agent (if any) or the Secretary about a matter or a sum payable to the Association in connection with the By-Laws is, except in the case of manifest error, prima facie evidence of the amount or any other matter of fact stated in it.

BY-LAW 31 COMMUNICATIONS WITH ASSOCIATION

- 31.1 Complaints, notices or applications to or requests for consideration of matters by the Association must be in writing and forwarded to the Managing Agent of the Association or the Secretary if no managing agent is appointed.

BY-LAW 32 COMMUNICATIONS FROM ASSOCIATION

- 32.1 An approval, notice or authorisation by the Association under the By-Laws must be in writing.

BY-LAW 33 APPROVALS BY ASSOCIATION

- 33.1 The Association may give approval conditionally or unconditionally or withhold its approval under the By-Laws in its absolute discretion unless expressly provided otherwise in the By-Laws.
- 33.2 For the purposes of Clause 6 of Schedule 3 of the Development Act any management agreement entered into between the Community Association and a manager is deemed to be part of this Management Statement.

BY-LAW 34 RAINWATER RUN OFF

- 34.1 Neither the Community Association any Subsidiary Association or owner of a Lot nor any other person or entity other than the Original Proprietor may prevent alter or hinder the natural flow of rainwater run off across the Community Association Parcel. The Original Proprietor may utilise the run off in such manner as it sees fit.

BY-LAW 35 GENERAL RESTRICTIONS

- 35.1 A proprietor or occupier of a Lot other than the Original Proprietor must not do or permit any of the following on the Community Parcel without the consent of the Original Proprietor
- (a) park any vehicle, boat, trailer or caravan other than in a designated parking space;

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- (b) park any vehicle in excess of 3.5 tonnes except for the purpose of making deliveries or collecting items;
- (c) create any noise or behave in a manner which is likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or lot in any Subsidiary Scheme;
- (d) obstruct the lawful use of Community Property or the property of any Subsidiary Scheme;
- (e) dress, speak or act in such a manner as is likely to cause offence to the proprietor or occupier of any Lot or lot in any Subsidiary Scheme;
- (f) operate or permit to be operated any device which interferes with any electronic equipment or appliance which is lawfully used by the Community Association, the association of any Subsidiary Scheme or a proprietor of any Lot;
- (g) use a Lot for any illegal purpose;
- (h) use any building constructed on a Lot as an exhibition home or for the promotion of the sale of homes; or
- (i) display any sign, advertisement, hoarding or similar structure including any sign advertising a Lot to be for sale.

BY-LAW 36 POWERS OF THE ORIGINAL PROPRIETOR

- 36.1 All powers, discretions and exemptions given to the Original Proprietor by the By-Laws set out in this Management Statement shall terminate upon the first to occur of the following events
- (a) The Original Proprietor ceases to be the proprietor of a lot in the Community Scheme or any Subsidiary Scheme; or
 - (b) The Original Proprietor gives notice to the Community Association in writing that it relinquishes all of its powers, discretions and exemptions.
- 36.2 The Original Proprietor may relinquish all of its powers, discretions and exemptions in respect of a Subsidiary Scheme at any time by giving notice to the Community Association and to the relevant Subsidiary Scheme in writing.
- 36.3 Upon the termination of the Original Proprietor's powers, discretions and exemptions in respect of the Community Scheme or a Subsidiary Scheme, those powers, discretions and exemptions shall be exercised and held by the Community Association.
- 36.4 The Community Association may delegate any such power or discretion as it sees fit.

BY-LAW 37 VEGETATION MANAGEMENT PLAN

- 37.1 The Community Association is responsible for the implementation of the Vegetation Management Plan.
- 37.2 The functions of the Community Association in connection with the Vegetation Management Plan are:

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- (a) administering the Vegetation Management Plan
- (b) each owner and occupier of the Lot is to comply with the provisions of the Vegetation Management Plan
- (c) the Community Association may enter into a contract with a suitable provider in order to carry out the requirements of the Vegetation Management Plan.

37.3 The Vegetation Management Plan can only be amended by the Community Association passing a resolution at a general meeting.

BY-LAW 38 BUSHFIRE MANAGEMENT PLAN

- 38.1 The Community Association is responsible for the maintenance of the Community property with regard to bushfire protection for the site.
- 38.2 The principles for bushfire protection of the site have been established by the report prepared by the Australian Bushfire Protection Planners dated 6 March 2006.
- 38.3 The maintenance of the site to meet the requirements of the report prepared by Australian Bushfire Protection Planners should be undertaken in accordance with the Vegetation Management Plan referred to in By-Law 37.

BY-LAW 39 MAINTENANCE OF VACANT LOTS

- 39.1 A proprietor of a Lot must:
 - (a) if that lot is vacant, and until such time as building operations on that lot commence:
 - (i) maintain that lot to an acceptable standard;
 - (ii) keep the lot free from debris and rubbish; and
 - (b) once building works commence on the lot and until completion of the main residential building, do all things reasonably necessary to ensure that the main residential building and associated work is completed without delay and in an efficient manner.

PART 5

BY-LAW REQUIRED BY PUBLIC AUTHORITIES

BY-LAW 40 ABORIGINAL HERITAGE ZONE

- 40.1 The Community Association must in relation to the area shown 'A' on the Concept Plan being an area set aside as an Aboriginal Heritage Protection Zone ("the Zone"):
 - (a) ensure no building or structure is erected in the Zone;
 - (b) maintain the Zone in accordance with the Aboriginal Heritage Management Plan; and
 - (c) permit aboriginal relics found in the Community Scheme to be interred in the Zone.

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PART 6

DEFINITIONS AND INTERPRETATION AND GENERAL

BY-LAW 41

DEFINITIONS AND INTERPRETATION

41.1 Definitions

"Aboriginal Heritage Management Plan" means the aboriginal heritage management plan prepared by Ticoon Pty Ltd dated November 2007 for Outlook Estate, Fletcher.

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

"Architectural Standards" means the architectural standards (if any) created or adopted by the Original Proprietor as added to or altered as provided in these By-Laws.

"Association" means the Community Association.

"Association Property" means:

- (a) in relation to the Community Scheme the Community Property in the Scheme; or
- (b) In respect of a Subsidiary Scheme the association property of that Scheme, excluding the common property of a strata scheme.

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

"By-Law" means a bylaw included in the Management Statement.

"Community Association" means the corporation that:

- (a) is constituted by Section 25 of the Development Act on the registration of the Community Plan; and
- (b) establishes a Community Association by Section 5 of the Management Act.

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

"Community Plan" means Deposited Plan No.

"Community Property" means the Lot shown in the Community Plan as Community Property.

"Community Scheme" means:

- (a) the subdivision of land by the Community Plan;
- (b) the subdivision of the land in the Community Plan by a Precinct Plan, Neighbourhood Plan or a Strata Plan; or

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- (c) the proposal in any related development contract; and
- (d) the rights conferred and the obligations imposed by or under the Community Titles Legislation 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 any cognate legislation.

"Council" means the Council of the City of Newcastle.

"Design Review Committee" means a committee appointed pursuant to By-law 3.7.

"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
- (e) the subdivisions of land forming part of the Community Parcel and all associated works.
- (f) road construction and associated works.

"Development Contract" means the instrument, plans and drawings which are registered with a Community Plan.

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

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

"Function" includes a power, authority and duty. "General Meeting" means:

- (a) an annual general meeting; or
- (b) a special general meeting; of the Community Association.

"Initial Period" as defined in the Community Titles Legislation.

Sheet 23 of 32

DP270583

"Landscape Modification" means any modification, addition or alteration made on or to an existing landscaped area on Community Property.

"Landscape Standards" means the landscaping standards in Master Plan being report number 1276 issue 3 dated 6 March 2006 and prepared by Moir Landscape Architecture and any subsequent landscape plan approved by the concerning authority.

"Lot" means a Community Development Lot.

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

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

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

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

"Neighbourhood Plan" has the same meaning as in the Community Titles Legislation.

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

"Neighbourhood Scheme" means:

- (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 subdivision work, building work and associated activities that is intended to be carried out on:

- (a) a Community Lot;
- (b) Community Property;
- (c) a Neighbourhood Lot;
- (d) Neighbourhood Property;
- (e) a Strata Lot; or
- (f) common property.

"Open Access Way" means an open access way set apart under section 4 of the Development Act.

DP270583

Sheet 25 of 29 Sheets

"Original Proprietor" means any of the following:

- (a) during the period of its ownership of any Lot or lot in a Subsidiary Scheme, Northern Residential Pty Limited; and
- (b) during the period of its ownership of any Community Development Lot of Neighbourhood Lot, any person in respect of which Northern Residential Pty Limited has given notice to the Community Association to the effect that that person is to have the same rights under By-Law 10 and 11 as Northern Residential Pty Limited has.

"Precinct Lot" means land that is a lot in a Precinct Plan but is not Precinct Property, a public reserve or a drainage reserve.

"Precinct Plan" has the same meaning as in the Community Titles Legislation Precinct

"Property" means the Lot shown in a Precinct Plan as Precinct Property or Neighbourhood Plan as Neighbourhood Property.

"Precinct Scheme" means:

- (a) the subdivision of land by a Precinct 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 Precinct Association, Precinct Property and the proprietors and other persons having interests in, or occupying, Precinct Lots.

"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.

"Private Services" means a service running through or servicing Lots, Association Property or Common Property which is not a Statutory Service.

"Public Place" has the meaning ascribed to it under the Local Government Act 193.

"Roads" means the proposed Community Association roads shown on the concept plan that forms part of this Management Statement set apart under section 41 of the Development Act.

"Rules" means the rules made under By-Law 26.

"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. "Service" means a Statutory Service or Private Service.

"Service Line" means a pipe, wire, cable, duct, conduit or pole by means of which a Service is or is to be provided the location of which is illustrated in the Prescribed Diagram.

SHEET 25 of 29

DP270583

Sheet 26 of 29 Sheets

"Service Provider" means without limitation, Hunter Water Corporation, Energy Australia, Telstra, Agility Limited, Newcastle Council and any authorities or corporations assuming their Functions.

"Sinking Fund" means the sinking fund referred to in Section 12 of Part 4 of Schedule 1 of the Management Act.

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

"Strata Lot" means a lot in a Strata Plan.

"Strata Plan" means a Strata Plan that subdivides a Community Development Lot.

"Strata Schemes" means a strata scheme constituted on registration of a Strata Plan.

"Subsidiary Body" means a Precinct Association, Neighbourhood Association or Owners Corporation of the Community Scheme.

"Subsidiary Scheme" means a Precinct Plan, Neighbourhood Scheme or Strata Plan.

"Tribunal" means the Consumer, Trader and Tenancy Tribunal constituted under the Consumer, Trader and Tenancy Tribunal Act 2001.

"Treasurer" means the treasurer of the Community Association.

"Vegetation Management Plan" means a management plan to maintain the landscape Masterplan which is set out in Moir Landscape Architecture Minmi Road Estate Landscape Masterplan Report dated 6 March 2006.

(g) 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; and
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (h) Headings are inserted for convenience and do not affect the interpretation of this Management Statement.
- (i) If the whole or any part of a provision of the By-Laws is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

SHEET 26 of 29

DP270583

Sheet 27 of 29 Sheets

- (j) 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 by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- (k) The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided By-Law independently of the By-Laws.
- (l) 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 replace or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.

SHEET 27 of 31

DP270583

~~Sheet 28 of 30 Sheets~~

SIGNATURES, CONSENTS AND APPROVALS


Dated _____ day of _____ 20

EXECUTED by NORTHERN RESIDENTIAL)

PTY LIMITED pursuant to s.127 of the _____)

Corporations Act, 2001 by: _____)


.....
Director


.....
Director/Secretary

JULIE-ANNE McNAMEE
.....
Print Name

ALAN OSBURG
.....
Print Name

DP270583

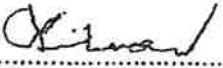
Sheet 29 of 29 Sheets

CERTIFICATE OF APPROVAL

It is Certified:

- (c) that the consent authority has approved of the development described in Development Application No _____ and _____
- (d) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Dated 22.7.08.


.....
Signature on behalf of consent authority
Principal Certifying Authority

EXCLUDED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

DAMIAN GORMAN



MARK CORSETT

Full Name

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

M Calderwood

Witness MARTIN CALDERWOOD


Signature

Signature
BOOK 4715
NO 47

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION NSW

REGISTERED  22.6.2009

SHEET 29 of 31

PLAN FORM 5

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

HERITAGE AREA PLAN

090411
RUEGHS 2 M

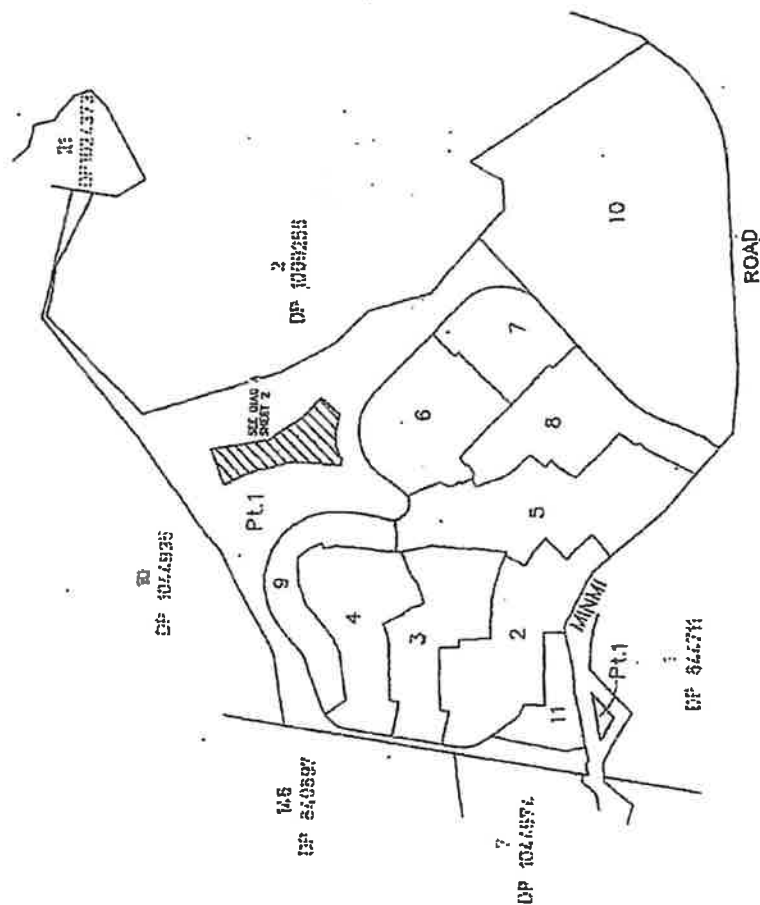
MANAGEMENT STATEMENT

આચાર્યશ્રી

DP 270583

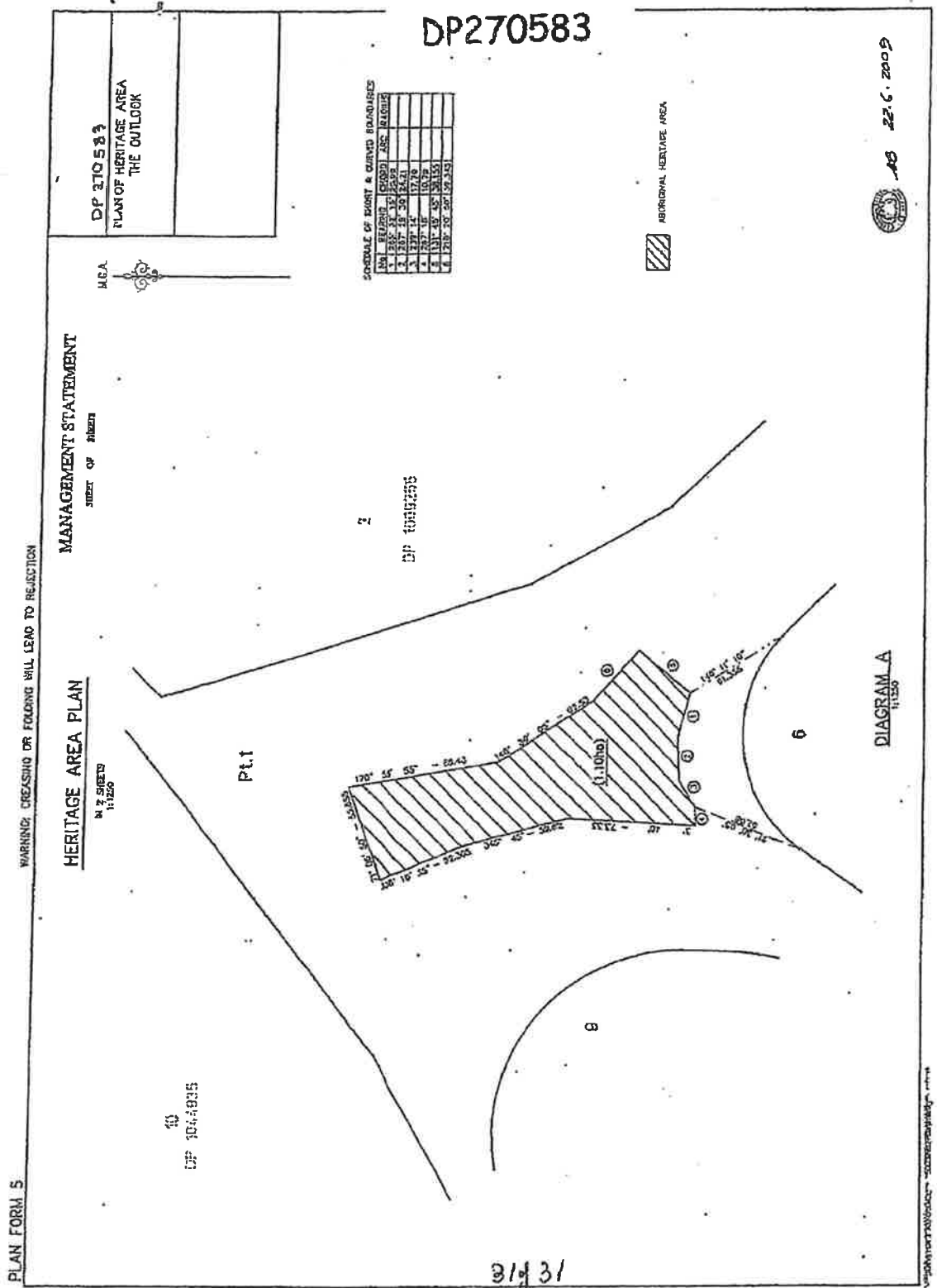
PLAN OF HERITAGE AREA

DP270583



ABORTIFACIAL HERBIFACE AREN

30 y 31



Form: 13RPA
Release: 2.1
www.lands.nsw.gov.au

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**
New South Wales



AE295841X

Section 88E(3) Conveyancing Act 1919

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 | 11/1044935 10 AE 1/270583 | | |
| (B) LODGED BY | Document Collection Box 29X | Name, Address or DX, Telephone, and LLPN if any Hicksons DX 309 SYDNEY Reference: Alan Osburg 06 2340 | CODE R |
| (C) REGISTERED PROPRIETOR | Of the above land NORTHERN RESIDENTIAL PTY LIMITED ACN 103 878 931 | | |
| (D) LESSEE MORTGAGEE or CHARGE | Of the above land agreeing to be bound by this restriction | | |
| | Nature of Interest | Number of Instrument | Name |
| | Mortgage | AC740904 and AC740905 | Capital Finance Australia Limited ACN 069663136 and J & M McNamee Holdings Pty Limited ACN103184621 |
| (E) PRESCRIBED AUTHORITY | Within the meaning of section 88E(1) of the Conveyancing Act 1919 THE MINISTER FOR PLANNING | | |

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure **1** hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE **21.10.08**

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: [Signature]
Name of witness: Eva Marks
Address of witness: 23-33 Bridge St
Sydney

Signature of authorised officer: [Signature]
Name of authorised officer: ML JASON PERICA
Position of authorised officer: EXECUTIVE DIRECTOR
STRATEGIC SITES & URBAN
RENEWAL

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

Corporation: NORTHERN RESIDENTIAL PTY LIMITED ACN 103 878 931
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature]
Name of authorised person: ALAN OSBURG
Office held: DIRECTOR

Signature of authorised person: [Signature]
Name of authorised person: JULIE ANNE MCNAMEE
Office held: DIRECTOR

(H) The mortgagee under mortgage No. **AC740905** agrees to be bound by this restriction. I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: J & M MCNAMEE PTY LIMITED
ACN 103184621 by authority
Name of witness: of s.127 Corporations Act 2001
Address of witnesses: _____

Signature of mortgagee: [Signature]
JOHN MCNAMEE
MARGARET MCNAMEE
DIRECTOR
DIRECTOR

Leg 14

" 1 "

THIS IS ANNEXURE ~~4~~ REFERRED TO IN FORM 13RPA DATED 21. 10. 2008

The terms of the restriction imposed on the land are:

No Development shall be permitted in the area marked [R] (Proposed Aboriginal heritage Protection Zone (approx 1 ha)) on the plan annexed hereto and marked 'A' other than the management of the area for its aboriginal heritage value by the Local Aboriginal Land Council.

Definitions: **Development** means Development as defined in section 4 of the
Environmental Planning and Assessment Act 1979

Lot burdened: Lot 11 DP 1044935

Authority Benefited: The Minister for Planning

**Authority empowered to
release, vary or modify the
above restriction:** The Minister for Planning

*The mortgagee under mortgage no. AC740904 agrees to be bound
by this restriction*

*REFER TO ANNEXURE MARKED 'A' FOR EXECUTION BY CAPITAL
FINANCE AUSTRALIA LIMITED*

[Signature]

[Signature]

*[Signature] X
em.*

"A"

This is annexure to Restriction On The Use Of Land By A Prescribed Authority dated
24.10.2008 with Northern Residential Pty Limited ACN 103 878
931 as the Registered Proprietor and The Minister For Planning as the Prescribed
Authority

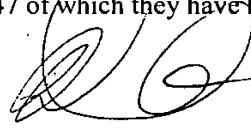
Capital Finance Australia Limited ACN 069 663 136 (Capital) as Mortgagee under
Mortgage No: AC740904 hereby consents to the registration of the within, Positive
Covenant and agrees to be bound by this restriction but without prejudice to and
reserving all rights, powers and remedies under its mortgages.

Certified correct for the purposes of the Real Property Act 1900 by Capital's attorney(s)
pursuant to the Power of Attorney specified. Executed for and on behalf of
Capital pursuant to Power of Attorney Book 4475 No 47 of which they have had no
notice of revocation in the presence of:



.....
Signature of Attorney


Brett Lennane
Name of Attorney



.....
Signature of Attorney

Mark Corbett
Name of Attorney

I certify that the attorney(s) for Capital with whom I am personally acquainted or as to
whose identity I am otherwise satisfied signed this Restriction On The Use Of Land By A
Prescribed Authority in my presence.


.....
Signature of Witness

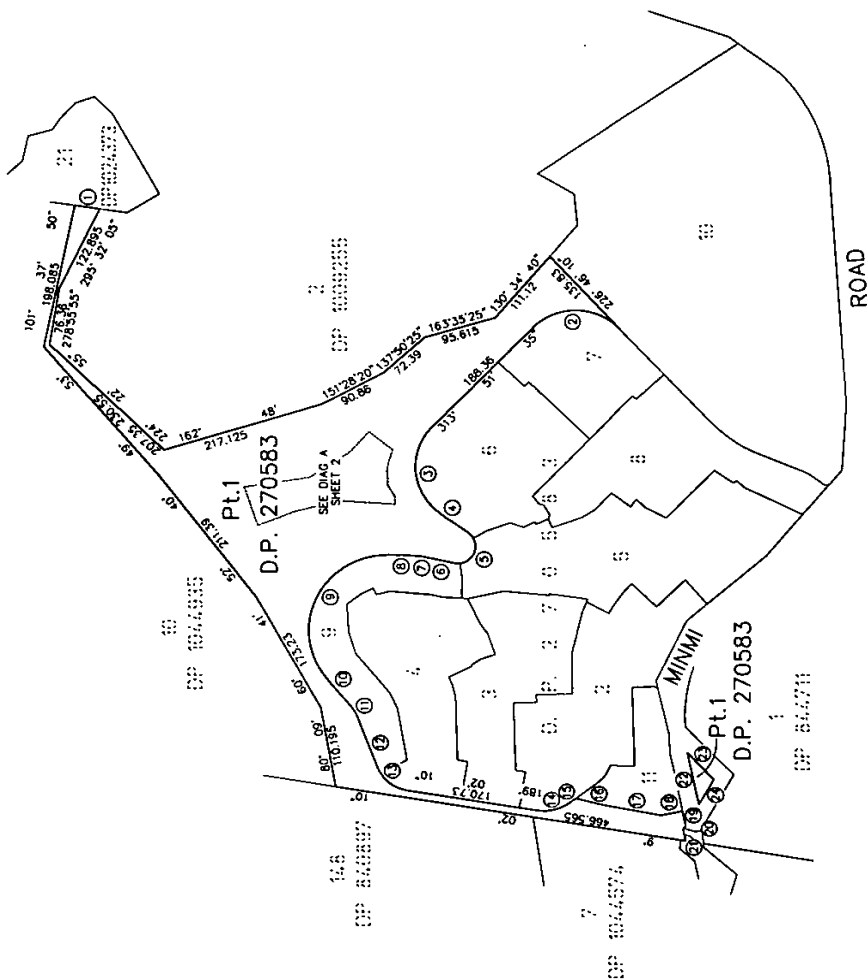
Martin Calderwood
Name of Witness

Level 11, 50 Carrington Street Sydney NSW 2000
Address of Witness

initial

ANNEXURE 'A'

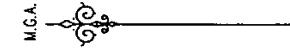
PLAN OF RESTRICTION ON THE
USE OF LAND OVER LOT 1 IN
D.P. 270583
SHEET 1 OF 2



| Schedule | Beam | Chord | Arc | Radius |
|----------|--------------|---------|--------|--------|
| 1 | 189° 17' 30" | 32.643 | --- | --- |
| 2 | 0° 18' 35" | 119.723 | 80 | --- |
| 3 | 284° 45' | 120.86 | 137 | 80 |
| 4 | 215° 44' 23" | 143.735 | --- | --- |
| 5 | 294° 12' 50" | 146.05 | 64.375 | 23.5 |
| 6 | 12° 11' 15" | 27.97 | --- | --- |
| 7 | 7° 16' | 31.8 | 31.22 | 165 |
| 8 | 1° 50' 45" | 24.765 | --- | --- |
| 9 | 296° 03' 30" | 169.78 | 237.68 | 103.5 |
| 10 | 230° 16' 20" | 50.62 | --- | --- |
| 11 | 134° 50' 30" | 9.8 | 12.8 | 47.5 |
| 12 | 245° 35' | 50.9 | --- | --- |
| 13 | 218° 14' | 50.3 | 3.67 | 50 |
| 14 | 365° 06' 35" | 46.76 | 48.03 | 60 |
| 15 | 323° 0' | 9.445 | --- | --- |
| 16 | 194° 17' 15" | 34.429 | --- | --- |
| 17 | 190° 16' 30" | 81.16 | --- | --- |
| 18 | 156° 30' | 78.705 | --- | --- |
| 19 | 258° 13' 20" | 70.495 | --- | --- |
| 20 | 293° 55' | 64 | --- | --- |
| 21 | 259° 48' | 18.05 | --- | --- |
| 22 | 278° 55' | 32.965 | --- | --- |
| 23 | 278° 55' | 32.965 | --- | --- |
| 24 | 268° 24' 45" | 19.765 | --- | --- |

SCALE
1:6000

ANNEXURE 'A'
 PLAN OF RESTRICTION ON THE
 USE OF LAND OVER LOT 1 IN
 D.P. 270583
 SHEET 2 OF 2



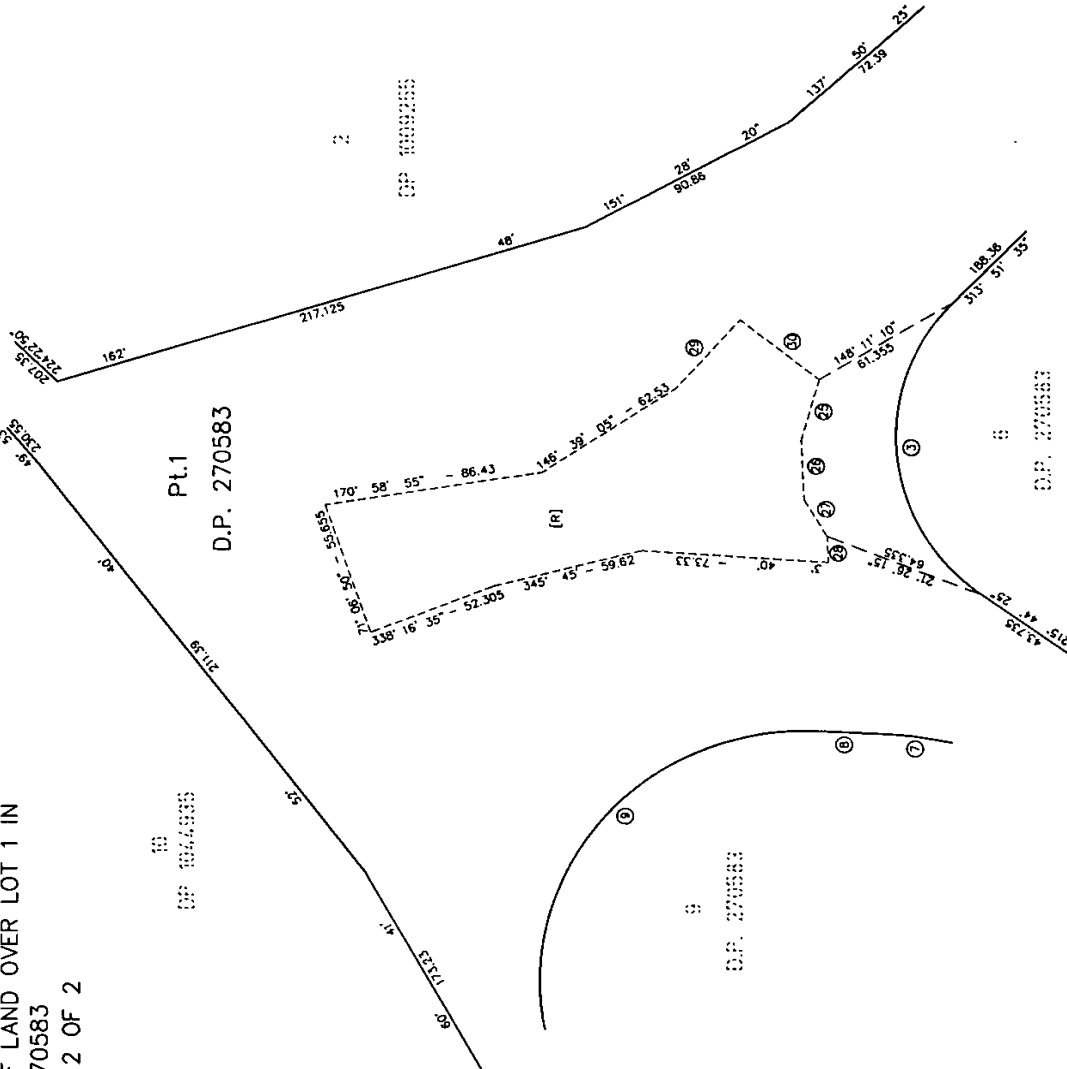
SCHEDULE OF SHORT & CURVED BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|--------|--------|--------|
| 3 | 264° 48' | 120.86 | 137' | 80 |
| 7 | 7° 16' | 31.18 | 31.22 | 165 |
| 8 | 1° 50' 45" | 24.265 | --- | --- |
| 9 | 296° 03' 30" | 188.79 | 237.68 | 103.5 |

SCHEDULE OF SHORT & CURVED EASEMENT BOUNDARIES

| No. | BEARING | CHORD | ARC | RADIUS |
|-----|--------------|--------|-----|--------|
| 25 | 285° 32' 15" | 25.98 | --- | --- |
| 26 | 267° 29' 30" | 24.21 | --- | --- |
| 27 | 239° 14' | 17.79 | --- | --- |
| 28 | 267° 18' | 10.79 | --- | --- |
| 29 | 131° 45' 45" | 38.155 | --- | --- |
| 30 | 218° 20' 50" | 39.345 | --- | --- |

[R] RESTRICTION ON THE USE OF LAND



Release: 40

RECEIVED
New South Wales
Real Property Act 1900



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nat

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorise by this form for the establishment and maintenance of the Real Prop. The Register is made available to any person for search upon payment of a fee, if any.

(A) STAMP DUTY

If applicable. Office of State Revenue use only

(B) TORRENS TITLE

12/270583 + 13/270583

(C) REGISTERED DEALING

Number

Torrens Title

(D) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

HICKSONS
LAWYERS
BOX 29X

123003F

92935340

Reference: 123571 Nthn Res. Devel. Stg. 5

CODE

R

(E) APPLICANT

NORTHERN RESIDENTIAL PTY LIMITED ACN 103 878 931

(F) NATURE OF REQUEST

Request for partial cancellation of Easement pursuant to s.32(6) of the Real Property Act, 1900

(G) TEXT OF REQUEST

The Applicant requests the Registrar General to exercise his power under s.32(6) of the Real Property Act, 1900 by cancelling Easement for Drainage of Water Variable Width (whole of lot) created by DP 270583 insofar as it burdens Lot 12 in DP 270583 and benefits Lots 1-40 in DP286155 and Lots 1-38 in DP286153, and 1-42 DP286154

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name:

Signatory's capacity:

Alan Sydney Osburg
solicitor

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

see annex

17/5/2013
L5m8

EV 10/5/42

Form: 11R
Release: 40

REQUEST

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

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) STAMP DUTY

If applicable. Office of State Revenue use only

(B) TORRENS TITLE

12/270583

(C) REGISTERED
DEALING

Number

Torrens Title

(D) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

Reference:

R

(E) APPLICANT

NORTHERN RESIDENTIAL PTY LIMITED ACN 103 878 931

(F) NATURE OF
REQUEST

Request for partial cancellation of Easement pursuant to s.32(6) of the
Real Property Act, 1900

(G) TEXT OF
REQUEST

The Applicant requests the Registrar General to exercise his power under s.32(6) of the Real Property Act, 1900 by cancelling Easement for Drainage of Water Variable Width (whole of lot) created by DP 270583 insofar as it burdens Lot 12 in DP 270583 and benefits Lots 1-40 in DP286155 and Lots 1-38 in DP286153.*

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name:

Signatory's capacity:

Alan Sydney Osburg
solicitor

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant

certifies that the eNOS data relevant to this dealing has been submitted and stored under

eNOS ID No.

Full name:

Signature:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 2 of 4

1111

DP 270583
Lot 12 in DP 270583
Lots 1-40 in DP 286155
Lots 1-38 in DP 286153

Statutory Declaration


I, Julie-Anne McNamee of 14 Sherwin Street, Henley NSW 2111, Company Director, in the state of New South Wales, do solemnly and sincerely declare that:

1. I am the sole director and secretary of Northern Residential Pty Limited ACN 103 878 931 and am authorised to swear this Statutory Declaration on behalf of that Company.
2. Easement for Drainage of Water Variable Width (whole of lot) created by the registration of Deposited Plan 270583 (Item 5 in Section 88B Instrument) was created for the purpose of providing temporary inter-allotment drainage pending the development of the lands in Deposited Plans 286153, 286154 and 186155.
3. The easement has now become redundant and does not serve any useful purpose in respect of the land in 12/270583.
4. The circumstances are set out in more detail in the attached letter dated 12 September 2012 from ADW Johnson Surveyors addressed to the Registrar General.

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

Declared at
on

Sydney
4 February 2013


Signature of declarant

in the presence of an authorised witness, who states:

I *Alan Osburg*, a *Solicitor*, certify the following matters concerning the making of this statutory declaration by the person who made it:

[*Please cross out the text that does not apply]

1. *I saw the face of the person. OR ~~*I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.~~

[*Please cross out the text that does not apply]

2. *I have known the person for at least 12 months. OR ~~*I have confirmed the person's identity using an identification document and the document I relied on was:~~



[¹ The only "special justification" for not removing a face covering is a legitimate medical reason (at April 2012).]
6748497.1:ljm

- 2 -

Identification document relied on (may be original or
certified copy)²

Signature of witness



Date:

4 February 2013

² "Identification documents" include current driver licence, proof of age card, Medicare card, credit card, Centrelink pension card, Veterans Affairs entitlement card, student identity card, citizenship certificate, birth certificate, passport or see Oaths Regulation 2011 or JP Ruling 003 - Confirming identity for NSW statutory declarations and affidavits, footnote 3.]
6748497.1:jm

4-f 4



City of
Newcastle

Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: Infotrack
GPO Box 4029
Sydney NSW 2001

Certificate No: PL2024/06003
Fees: \$69.00
Receipt No(s): D003249956

Your Reference: 31722

Date of Issue: 04/12/2024

| |
|---|
| The Land: Lot 28 DP 286154 14 Brookfield Avenue Fletcher NSW 2287 |
|---|

Advice provided on this Certificate:

Advice under section 10.7(2): see Items 1 – 24

IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 4/12/2024. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

City of Newcastle

PO Box 489
NEWCASTLE NSW 2300

Phone: (02) 4974 2000
Facsimile: (02) 4974 2222

Customer Contact Centre

Ground floor,
12 Stewart Avenue
Newcastle West NSW 2302

Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

Part 1:

Advice provided under section 10.7(2)

ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).

1. Names of relevant planning instruments and development control plans

- A. The following environmental planning instruments and development control plans apply to the land, either in full or in part.

State Environmental Planning Policies

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

- B. The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*, apply to the carrying out of development on the land.

Proposed State Environmental Planning Policies

There are currently no draft State Environmental Planning Policies that apply to this land.

Detailed information of any draft State Environmental Planning Policies is available at the NSW Department of Planning and Environment website.

Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Development Control Plan 2023 applies to this land.

Detailed information of any draft environmental planning instruments is available at the NSW Department of Planning and Environment website and on City of Newcastle's website.

2. Zoning and land use under relevant planning instruments

Newcastle Local Environmental Plan 2012

Zoning: The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

Zone R2 Low Density Residential

Note: Refer to www.newcastle.nsw.gov.au or www.legislation.nsw.gov.au website for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

Zone R2 Low Density Residential

- **Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To accommodate a diversity of housing forms that respects the amenity, heritage and character of surrounding development and the quality of the environment.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation

- **Prohibited**

Backpackers' accommodation; Hostels; Rural workers' dwellings; Serviced apartments; Any other development not specified in, permitted without consent or permitted with consent

- **Additional permitted uses**

The land does not have additional permitted uses.

- **Minimum land dimensions for erection of a dwelling-house**

The Newcastle Local Environmental Plan 2012 contains development standards relating to minimum land dimensions for the erection of a dwelling house. Refer to clause 4.1 Minimum subdivision lot size and Part 4 Principle development standards of the Newcastle LEP 2012 for provisions relating to minimum lot sizes for residential development.

- **Critical habitat:** The Newcastle Local Environmental Plan 2012 does not identify the land as including or comprising critical habitat.

- **Area of Outstanding Biodiversity Value**

The land is not within a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

- **Heritage conservation area**

The land is not within a heritage conservation area under an environmental planning instrument.

- **Heritage items**

There are no heritage items listed under an environmental planning instrument.

3. Contributions plans

The following contribution plan/s apply to the land.

Section 7.11 Western Corridor Local Infrastructure Contributions Plan 2013 (Updated February 2020):

The Plan specifies section 7.11 contributions that may be imposed as a condition of development consent.

Section 7.12 Development Contributions Plan:

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

NOTE: Contributions plans are available on our website or may be viewed at our Customer Contact Centre.

Housing and Productivity Contribution:

The Lower Hunter region is subject to Division 7.1 of the Environmental Planning and Assessment Act 1979 and is affected by the Housing and Productivity Contribution.

The Housing and Productivity Contribution may be imposed as a condition of development consent.

NOTE: For further information visit the Department of Planning website.

4. Complying development

The following information details whether the land is land on which there is a restriction to the effect that complying development may, or may not, be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that policy:

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

State Heritage Register

The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

Other Heritage Item

The land is NOT identified as an item of environmental heritage, or a heritage item, by an environmental planning instrument, or on which is located an item that is so identified.

Environmentally Sensitive Area or Environmentally Sensitive Land

Except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the land IS within an environmentally sensitive area.

State Heritage Exemption

Council does NOT have information about any exemption, granted by the Minister under Section 57(2) of the *Heritage Act 1977*, that may apply to the land.

There is NOT an interim heritage order or exemption thereto, made by Council under Section 57(1A) or (3) of the *Heritage Act 1977*, that applies to the land.

Draft Heritage Item

The land is NOT land that comprises, or on which there is, a draft heritage item in a local environmental plan.

Heritage Conservation Area

The land is NOT within a heritage conservation area in an environmental planning instrument or a draft heritage conservation area in a local environmental plan.

Reserved for a Public Purpose

The land is NOT reserved for a public purpose by an environmental planning instrument.

Acid Sulfate Soil

The land is NOT identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Significantly contaminated land

The land is NOT significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*.

Biobanking agreement or property vegetation plan

The land is NOT subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a property vegetation plan approved under the *Native Vegetation Act 2003*.

Private land conservation agreement or set aside area

The land is NOT subject to a private land conservation agreement under the *Biodiversity Conservation Act 2016*. Council does not have information to identify whether the land is a set aside area under section 60ZC of the *Local Land Services Act 2013*.

Buffer area, river front area, ecologically sensitive area or protected area

The land is NOT identified by an environmental planning instrument as being within a buffer area, within a river front area, within an ecologically sensitive area or within a protected area.

Coastline hazard, coastal hazard or coastal erosion hazard

The land is NOT identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

Foreshore area

The land is NOT in a foreshore area.

25 ANEF contour or higher ANEF contour

The land is NOT in the 25 ANEF contour or higher ANEF contour.

Special area

The land is NOT declared to be a special area under the *Water NSW Act 2014*.

Unsewered land

The land is NOT unsewered land to which Chapter 8 of *State Environmental Planning Policy (Biodiversity and Conservation) 2021* applies or is located in any other drinking water catchment identified in any other environmental planning instrument.

Schedule 5 of the Codes SEPP

The land is NOT described or otherwise identified on a map specified in Schedule 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude complying development from being carried out on the land.

5. Exempt development

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

Area of Outstanding Biodiversity Value

The land IS NOT within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

Area of Declared Critical Habitat

The land IS NOT within a declared critical habitat under Part 7A of the *Fisheries Management Act 1994*.

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

Listed on the State Heritage Register

This land IS NOT listed on the State Heritage Register under the *Heritage Act 1977* and IS NOT subject to an interim heritage order under that Act.

Listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is NOT listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Siding Spring Observatory

The land is NOT within 18 kilometres of Siding Spring Observatory.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which exempt development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude exempt development from being carried out on the land.

6. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

An affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.
Building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

8. Road widening and road realignment

NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about affection by TfNSW proposals, contact Transport for NSW, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

9. Flood related development controls

9(1) Mapping information is not available and it is unknown if the land or part of the land is within the flood planning area.

9(2) Mapping information is not available and it is unknown if the land or part of the land is between the flood planning area and the probable maximum flood (PMF).

Our information currently indicates that the property is not flood prone land (land within the PMF) as defined by the NSW Government Flood Risk Management Manual 2023.

10. Council and other public authority policies on hazard risk restrictions

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Potential acid sulfate soils: Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

Land Contamination: City of Newcastle has a policy restricting development or imposing conditions on properties affected by land contamination. Refer to Section B7 Land contamination of Newcastle Development Control Plan 2023, which is available to view and download from City of Newcastle's website.

Bush fire: Under clause 5.11 Bush fire hazard reduction of the Newcastle LEP 2012, bush fire hazard reduction work authorised by the Rural Fires Act 1997 may be carried out on any land without development consent.

NOTE: The Rural Fires Act 1997 also makes provision relating to the carrying out of development on bush fire prone land.

NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.

11. Bush fire prone land

The land, either in whole or in part IS bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Property HAS NOT been notified: Council HAS NOT been notified that: - a residential dwelling erected on this land has been identified in the Loose-fill Asbestos Insulation Register maintained by NSW Fair Trading as containing loose-fill asbestos insulation.

13. Mine Subsidence

The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of the Coal Mine Subsidence Compensation Act 2017.

NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.

14. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

15. Property vegetation plans

Not applicable. The Native Vegetation Act 2003 does not apply to the Newcastle local government area.

16. Biodiversity stewardship sites

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17. Biodiversity certified land

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

18. Orders under Trees (Disputes Between Neighbours) Act 2006

CN HAS NOT been notified that 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.

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act 1993* for coastal protection services (within the meaning of section 553B of that Act).

20. Western Sydney Aerotropolis

The land is not within the Western Sydney Aerotropolis, as defined by Chapter 4 of State Environmental Planning Instrument (Precincts - Western Parkland City) 2021.

21. Development consent conditions for seniors housing

(a) The land IS NOT AFFECTED by a current site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Housing) 2021.

(b) The land IS NOT AFFECTED by any terms of kind referred to in clause 88(2) of the State Environmental Planning Policy (Housing) 2021, that have been imposed as a condition of consent to a development application granted after 11 October, 2007 in respect of the land.

22. Site compatibility certificates and development consent conditions for affordable rental housing

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Water or sewerage services

City of Newcastle does not hold any records as to whether water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

NOTE: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

24. Matters prescribed under the Contaminated Land Management Act 1997

Note: *There are no matters prescribed by section 59(2) of the Contaminated Land Management Act 1997 to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.*

Issued without alterations or additions, 04/12/24
Authorised by

JEREMY BATH
CHIEF EXECUTIVE OFFICER



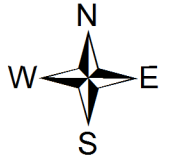
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

14 BROOKFIELD

FLETCHER NSW

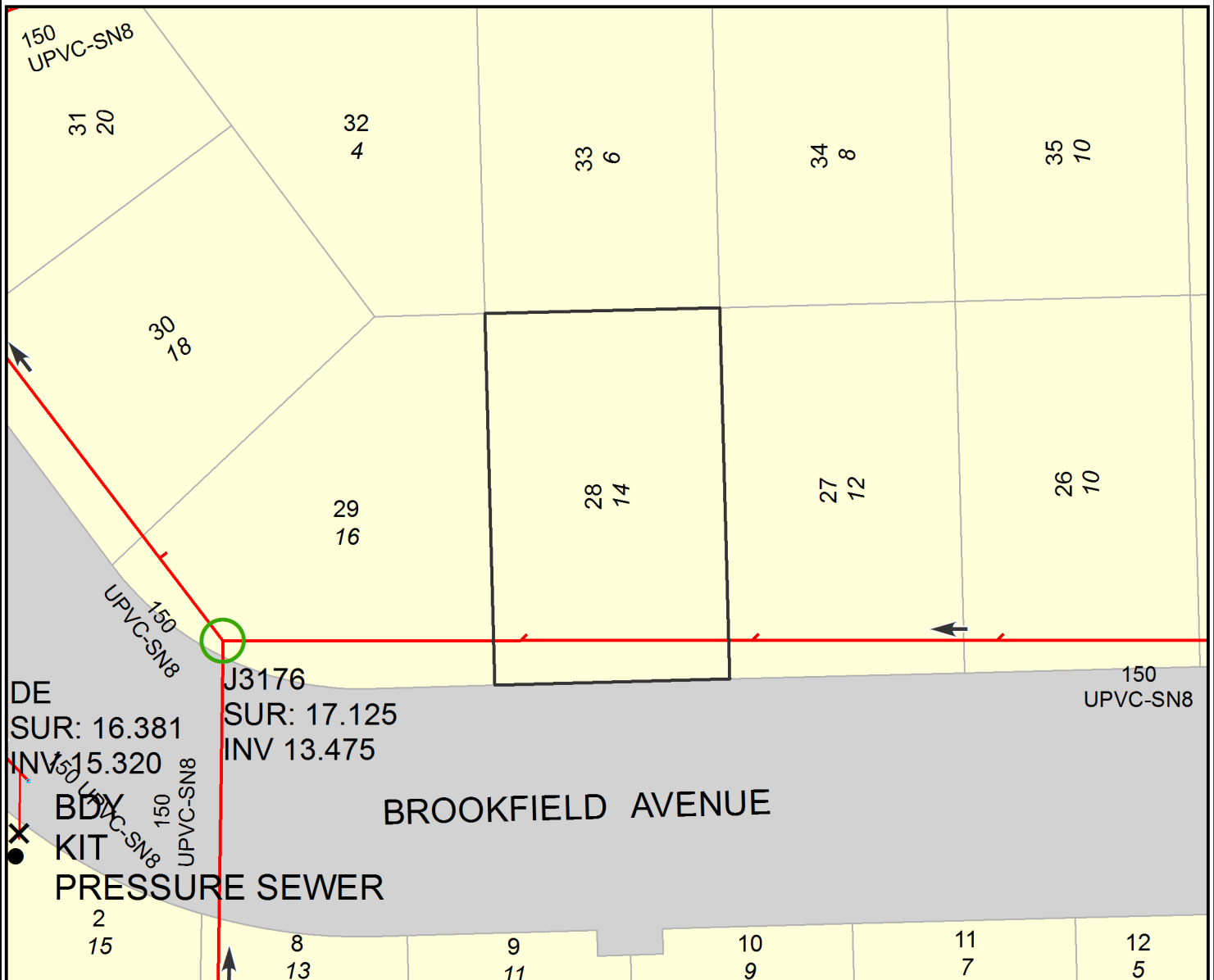
APPLICATION NO.: 2439581

APPLICANT REF: M 31722

RATEABLE PREMISE NO.: 4169655950

PROPERTY ADDRESS: 14 BROOKFIELD AVE FLETCHER 2287

LOT/SECTION/DP:SP: 28// 286154



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 3/12/2024

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch
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SEWER/WATER/RECYCLED WATER
UTILITY DATA
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