

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Skyline Real Estate 3/14 Frenchs Forest Road, Frenchs Forest, NSW 2086	Phone: 0416 207 215 Fax: 9452 4555 Ref: Stuart Bath
co-agent		
vendor	Wayne Sturley and Annie Michelle Sturley 2 Irma Place, Frenchs Forest, NSW 2086	
vendor's solicitor	T. H. Walker PO Box 255, Forestville NSW 2087	Phone: 9453 3044 Email: tw@thwalker.com.au Fax: 02 9453 3141 Ref: TW:KE:230526
date for completion land (address, plan details and title reference)	42nd day after the contract date 2 Irma Place, Frenchs Forest, New South Wales 2086 Registered Plan: Lot 3 Plan DP 270670 Folio Identifier 3/270670	(clause 15)
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"/> car space <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

REFER TO PAGE 2 FOR EXECUTION

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</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>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held 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>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an **GSTRW payment**
(GST residential withholding payment)

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<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 checked="" 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	<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 Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input checked="" type="checkbox"/> 28 certificate of compliance <input checked="" 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	

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

SECTION 66W CERTIFICATE

I, _____ of _____, _____, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **2 Irma Place, Frenchs Forest**, from **Wayne Sturley and Annie Michelle Sturley** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Wayne Sturley and Annie Michelle Sturley** and am not employed in the legal practice of a solicitor acting for **Wayne Sturley and Annie Michelle Sturley** nor am I a member or employee of a firm of which a solicitor acting for **Wayne Sturley and Annie Michelle Sturley** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated:

.....

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:**

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 –
<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 <i>served</i> 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</i> by a <i>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> ;

<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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

2 IRMA PL, FRENCHS FOREST 2086

Conditions of sale by auction

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

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

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer; and
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.
- 2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:
 - (a) More than one vendor bid may be made to purchase interest of co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
3. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:
 - (a) If that amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; or
 - (b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

ADDITIONAL CONDITIONS

33. **Claim for Compensation**

Notwithstanding anything to the contrary herein contained the parties hereto expressly agree that any claim for compensation whether under clause 6 or otherwise shall be deemed to be reasonable grounds for the purpose of clause 8 entitling the vendor to rescind.

34. **Release of Deposit**

Further to clause 2.8, so much of the deposit as exceeds the amount of the agent's commission shall be released for the benefit of the Vendor at the date hereof upon the following terms and conditions:

- (1) The portion of the deposit released may only be used by the Vendor as a deposit on real estate to be purchased by the Vendor.
- (2) Until required the deposit or such part as is to be released shall be retained by the Vendor's agent who shall invest same in accordance with clause 2.9.

35. **Completion**

- (1) For the purpose of clause 15 the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued in order to make time the essence of this Contract.
- (2) If completion does not take place on or before the date specified by this contract otherwise than as a result of any default by the Vendor the Purchaser shall pay interest at the rate of 9% per centum per annum on the balance of the purchase price and any other moneys owing pursuant to this Contract from the due date for completion until the date completion actually takes place (but without prejudice to all and any other rights of the Vendor pursuant to this Contract) and it is an essential term of this Contract that such interest be paid on completion. The Purchaser hereby acknowledges that interest at the rate of 9% per centum per annum represents a genuine pre-estimate of the liquated damages likely to be suffered by the Vendor as a result of completion not taking place within the time specified by this Contract.

36. **Requisitions on Title**

The purchaser acknowledges that the only form of general requisitions on title that the purchaser is entitled to raise pursuant to clause 5 shall be in the form attached.

37. **Death or Incapacity**

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

38. **Warranty as to Agent**

- (1) The purchaser warrants that the purchaser was not introduced to the vendor or to the property by any agent other than the vendor’s agent named in this Contract;
- (2) The purchaser indemnifies the vendor against any claim that might be made by any agent resulting from a breach of the warranty in Clause 38(1) and all costs and expenses incidental to defending any claim on a solicitor/client basis.
- (3) This condition will not merge on completion of this Contract.

39. **Deposit payment by instalments**

- (1) If a cooling off period applies to this contract, then the deposit will be paid as follows:
 - 39.1.1 An amount equivalent to .25% of the price on the making of this contract; and
 - 39.1.2 The balance of the 10% deposit, or on before 5:00 pm on the fifth business day after the day on which this contract was made by payment to the vendor’s agent.
- (2) If the purchaser, with the agreement of the vendor, has paid an amount less than 10% of the price as a deposit on the date of this contract, or on the expiry of a cooling off period (if applicable), then the deposit, or the balance due for payment will be paid as follows:
 - 39.2.1 An amount equivalent to 5% of the price on or before the making of this contract, or the expiry of the cooling off period; and
 - 39.2.2 An amount equivalent to the balance of the 10% deposit, on the due date for completion.

40. **Purchaser accepts Vendor electronically signed contract**

If the Vendor elects to sign the Contract using DocuSign or by other electronic means, then the following provisions shall apply:

- (1) The Purchaser agrees to accept a DocuSign vendor counterpart contract for the purposes of exchange and settlement;
- (2) The Vendor and their legal representative have no obligation to provide an original wet signature counterpart contract; and
- (3) The Purchaser will not make any claims, rescind, terminate or delay completion in connection with any of the matters raised in this Additional Condition.

41. **No Settlement in Holiday Period**

- (a) The parties agree that any day falling between 21 December 2023 and 16 January 2024 inclusive (the “holiday period”) is not a business day and clause 21.5 applies.
- (b) Neither party may require the other party to complete during the holiday period.
- (c) Neither party may serve a notice to complete during the holiday period.

SIGNED by Vendor

SIGNED by Purchaser

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Wayne Sturley and Annie Michelle Sturley
Purchaser:
Property: 2 Irma Place, Frenchs Forest
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoing referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 24.
- (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?

25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

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

Off the plan contract

34. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



FOLIO: 3/270670

SEARCH DATE	TIME	EDITION NO	DATE
31/8/2023	12:58 PM	6	14/6/2019

LAND

LOT 3 IN COMMUNITY PLAN DP270670
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270670

FIRST SCHEDULE

WAYNE STURLEY
ANNIE MICHELLE STURLEY
AS JOINT TENANTS (T AG962675)

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270670
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 DP1091026 EASEMENT TO DRAIN WATER 1.2, 3, 3.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1091026 EASEMENT TO DRAIN WATER 1.2, 3, 3.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1091026 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 AC624610 POSITIVE COVENANT
- 8 DP270670 EASEMENT TO DRAIN WATER 1.2 & 3 METRE(S) WIDE (C) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 9 DP270670 EASEMENT TO DRAIN WATER 1.2 & 3 METRE(S) WIDE (C) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 10 DP270670 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE (D) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 11 DP270670 EASEMENT FOR WATER SUPPLY PURPOSES 2.5 METRE(S) WIDE (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 12 DP270670 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT (DOC.1)
- 13 DP270670 EASEMENT FOR SERVICES 11.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)

END OF PAGE 1 - CONTINUED OVER

FOLIO: 3/270670

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

- 14 DP270670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (12) IN THE S.88B INSTRUMENT (DOC.1)
- 15 DP270670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT (DOC.1)
- 16 AP322984 MORTGAGE TO CITIGROUP PTY LIMITED

NOTATIONS

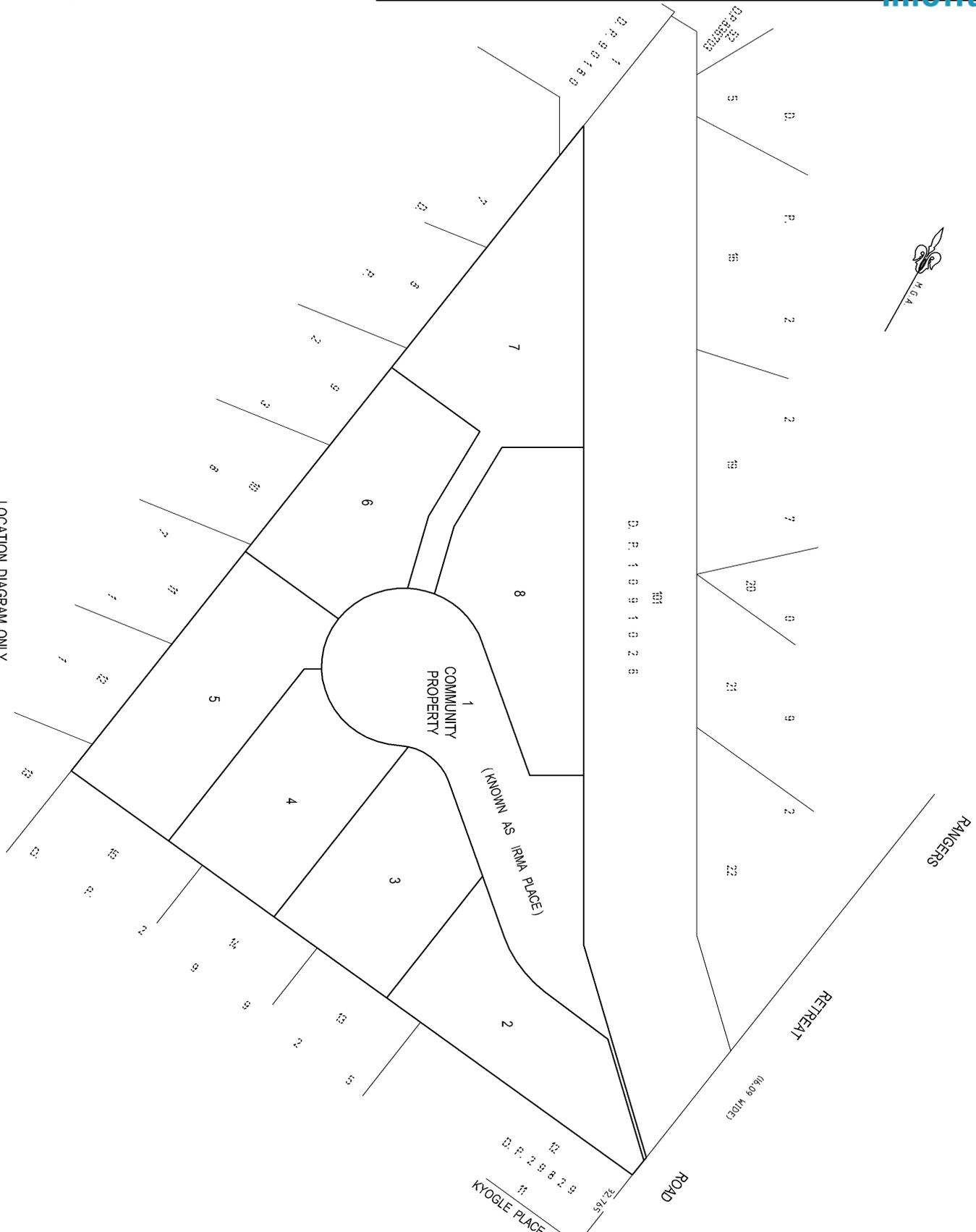
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

230526

PRINTED ON 31/8/2023

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



LOCATION DIAGRAM ONLY
SCALE 1:400

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

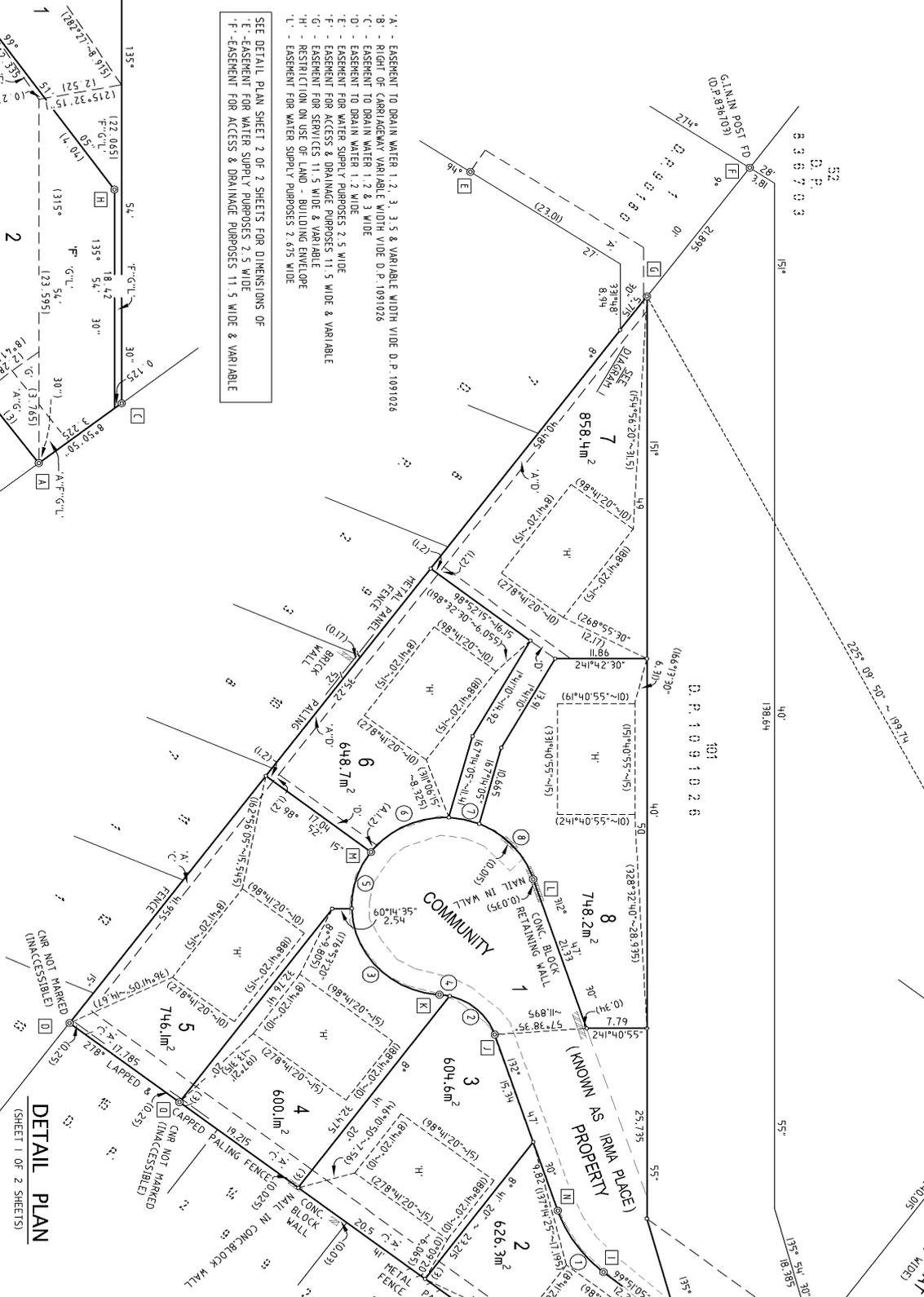
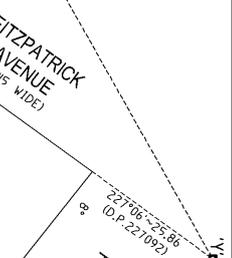
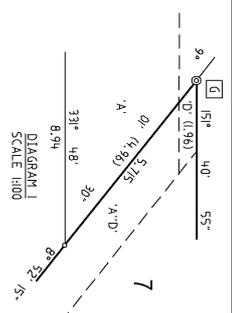
SCHEDULE OF CHANGES TO THE SCHEME:		
LOT No.	DETAILS	SHEET No.

Subdivision Certificate No: 10767	
Date: 26.5.2010	
Surveyor: ANDREW RICHARD THOMAS	
Surveyor's Ref: 225-06	
Registered: 23.6.2010	
COMMUNITY / PRENGST-NEIGHBOURHOOD PLAN	

DP270670

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC RADIUS
1	116°19'20"	10.205	10.35
2	103°30'25"	7.875	8.18
3	107°32'00"	16.28	17.89
4	69°31'20"	1.31	1.31
5	169°42'35"	8	8.155
6	216°42'55"	11.095	11.535
7	253°51'50"	4.005	4.025
8	288°44'55"	10.245	10.585



- SEE DETAIL PLAN SHEET 2 OF 2 SHEETS FOR DIMENSIONS OF
- A. - EASEMENT TO DRAIN WATER 1, 2, 3, 5 & VARIABLE WIDTH VIDE D.P. 1091026
 - B. - RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE D.P. 1091026
 - C. - EASEMENT TO DRAIN WATER 1, 2 & 3 WIDE
 - D. - EASEMENT TO DRAIN WATER 1, 2 WIDE
 - E. - EASEMENT FOR WATER SUPPLY PURPOSES 2, 5 WIDE
 - F. - EASEMENT FOR ACCESS & DRAINAGE PURPOSES 11.5 WIDE & VARIABLE
 - G. - EASEMENT FOR SERVICES 11.5 WIDE & VARIABLE
 - H. - RESTRICTION ON USE OF LAND - BUILDING ENVELOPE
 - I. - EASEMENT FOR WATER SUPPLY PURPOSES 2.675 WIDE

DETAIL PLAN
(SHEET 1 OF 2 SHEETS)

SCHEDULE OF REFERENCE MARKS

QMR	BEARING	DISTANCE	DESCRIPTION
A	331°22'	6.31	NAL.T. & W.FD BR SURVEY (D.P. 1091026)
B	278°51'	0.59	G.I.P. FD DISTURBED (D.P. 298291)
C	219°42'40"	25.95	NAL.T. & W.FD BR SURVEY (D.P. 1091026)
D	216°31'40"	2.3	NAL.T. & W.FD (D.P. 1091026)
E	255°32'30"	29.71	BR SURVEY NAL.T. & W.FD (D.P. 1091026)
F	111°13'	10.005	D.H. & W.FD IN ROCK FD (D.P. 1091026)
G	183°32'40"	11.46	NAL.T. & W.FD IN CONC
H	172°05'	4.47	D.H. & W.FD
I	173°12'35"	9.895	D.H. & W.FD
J	211°53'	2.055 & 10.215	D.H. & W.FD
K	237°41'	1.93 & 9.765	D.H. & W.FD
L	117°20'55"	1.84 & 20.81	D.H. & W.FD
M	100°44'55"	6.315	D.H. & W.FD
N	267°14'30"	1.74 & 23.2	D.H. & W.FD
O	216°05'15"	6.125	D.H. & W.FD IN POST



Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 17th AUGUST 2009
 Surveyor's Ref: 225-06

PLAN OF SUBDIVISION OF LOT 100 D.P.1091026

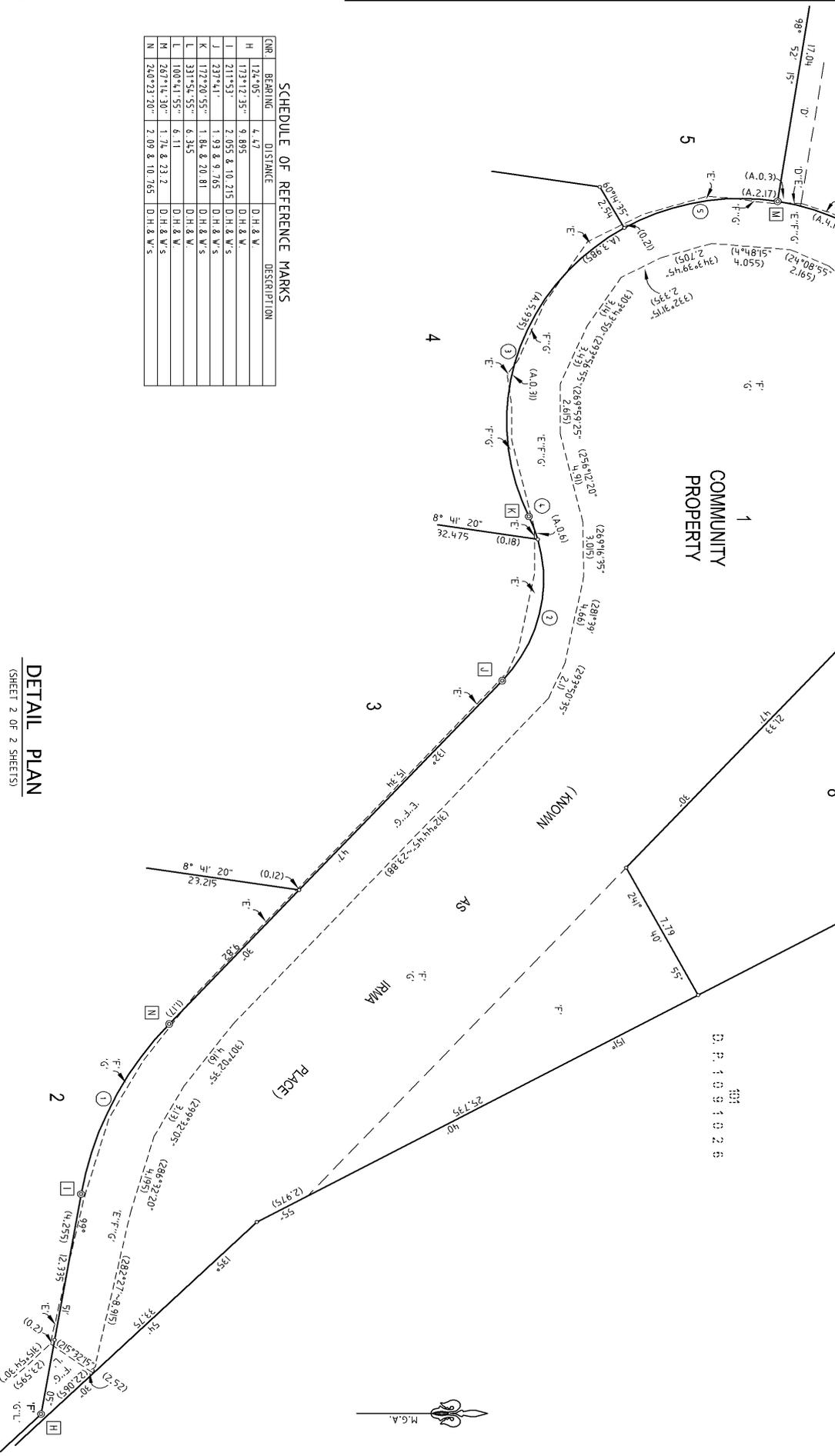
LG: MARRINGAH
 Locality: FRENCH'S FOREST
 Subdivision No. 10767
 Lengths are in metres. Reduction Ratio 1:1400

Registered
 23.6.2010

DP270670

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	116°19'20"	10.205	10.35	1.8
2	103°30'25"	7.825	8.18	8
3	107°32'00"	16.28	17.89	12
4	69°31'20"	1.31	1.31	8
5	169°42'35"	8	8.155	12
6	216°42'55"	11.095	11.535	12
7	253°51'50"	4.005	4.025	12
8	288°44'55"	10.245	10.585	12



SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
H	172°05'	4.47	D.H. & W.
I	173°12'35"	9.895	D.H. & W.
J	211°53'	2.055 & 10.215	D.H. & W.S.
K	237°41'	1.93 & 9.765	D.H. & W.S.
L	172°20'55"	1.84 & 20.81	D.H. & W.S.
M	331°54'55"	6.345	D.H. & W.
N	100°41'55"	6.11	D.H. & W.
O	267°14'30"	1.74 & 23.2	D.H. & W.S.
P	240°23'20"	2.09 & 10.765	D.H. & W.S.

DETAIL PLAN

(SHEET 2 OF 2 SHEETS)

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 17th AUGUST 2009 Surveyor's Ref: 225-06	PLAN OF SUBDIVISION OF LOT 100 D.P.1091026	LGA: WARRINGAH Locality: FRENCHS FOREST Subdivision No. 10767 Lengths are in metres. Reduction Ratio 1:150	Registered 23.6.2010	DP270670
---	--	---	-------------------------	----------

0' - EASEMENT TO DRAIN WATER 1.2 WIDE
 E' - EASEMENT FOR WATER SUPPLY PIPES 2.5 WIDE
 F' - EASEMENT FOR ACCESS & DRAINAGE PIPES 11.5 WIDE & VARIABLE
 G' - EASEMENT FOR SERVICES 11.5 WIDE & VARIABLE
 L' - EASEMENT FOR WATER SUPPLY PIPES 2.675 WIDE

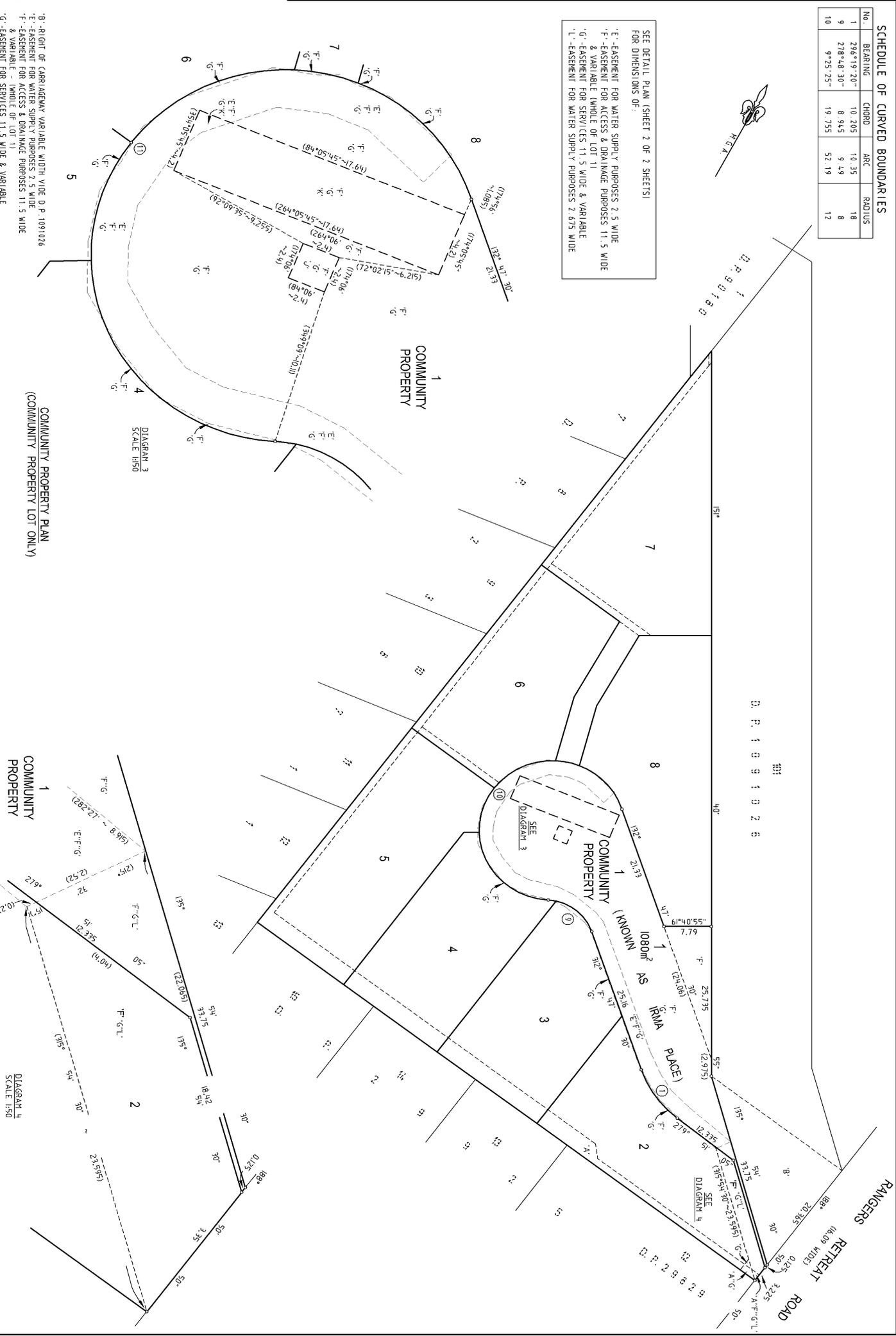
10 20 30 40 50 60 70 80 90 100 110 120 130 140

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	296°19'20"	10.205	10.35	18
9	278°48'30"	8.945	9.49	8
10	9°25'25"	19.755	52.19	12

SEE DETAIL PLAN SHEET 2 OF 2 SHEETS!
FOR DIMENSIONS OF:

- E - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
- F - EASEMENT FOR ACCESS & DRAINAGE PURPOSES 11.5 WIDE & VARIABLE (WHOLE OF LOT 1)
- G - EASEMENT FOR SERVICES 11.5 WIDE & VARIABLE
- L - EASEMENT FOR WATER SUPPLY PURPOSES 2.875 WIDE



COMMUNITY PROPERTY PLAN
(COMMUNITY PROPERTY LOT ONLY)

COMMUNITY PROPERTY PLAN
(COMMUNITY PROPERTY LOT ONLY)

DIAGRAM 4
SCALE 1:50

DIAGRAM 3
SCALE 1:600

- g - RIGHT OF CARPENTRY VARIABLE WIDTH VIDE D.P. 1091026
- e - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
- f - EASEMENT FOR ACCESS & DRAINAGE PURPOSES 11.5 WIDE & VARIABLE - (WHOLE OF LOT 1)
- g - EASEMENT FOR SERVICES 11.5 WIDE & VARIABLE
- j - RESTRICTION ON USE OF LAND-WATER QUALITY UNIT
- k - RESTRICTION ON USE OF LAND-ON SITE DETENTION TANK
- l - EASEMENT FOR WATER SUPPLY PURPOSES 2.875 WIDE

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 17th AUGUST 2009
Surveyor's Ref: 225-06

PLAN OF
SUBDIVISION OF LOT 100 D.P.1091026

LGA: WARRINGAH
Locality: FRENCHS FOREST
Subdivision No. 10767
Lengths are in metres. Reduction Ratio 1:400

Registered
23.6.2010

DP270670

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.

DP270670

(DOC.A)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-

Registered:  23.6.2010
 Title System: TORRENS
 Purpose: SUBDIVISION

1. EASEMENT TO DRAIN WATER 1.2 & 3 WIDE
2. EASEMENT TO DRAIN WATER 1.2 WIDE
3. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
4. EASEMENT FOR WATER SUPPLY PURPOSES 2.675 WIDE
5. EASEMENT FOR ACCESS & DRAINAGE PURPOSES 11.5 WIDE & VARIABLE
6. POSITIVE COVENANT
7. RESTRICTION ON USE OF LAND
8. POSITIVE COVENANT
9. RESTRICTION ON USE OF LAND
10. POSITIVE COVENANT
11. EASEMENT FOR SERVICES 11.5 WIDE & VARIABLE
12. RESTRICTION ON USE OF LAND
13. RESTRICTION ON USE OF LAND

PLAN OF
 SUBDIVISION OF LOT 100 D.P.1091026

" and as set out in the accompanying instrument signed by the Authorised Person"

LGA: WARRINGAH
 Locality: FRENCHS FOREST
 Parish: MANLY COVE
 County: CUMBERLAND

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

Surveying Regulation, 2006

Crown Lands NSW/Western Lands Office Approval

I, ANDREW RICHARD THOMAS
 of CRAIG & RHODES PTY LTD
 LEVEL 4, 16-18 CAMBRIDGE ST. EPPING 2121

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

a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 17th AUGUST 2009

Signature:.....

The survey relates to LOTS 1 TO 8

Date:.....

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

File Number:.....

Office:.....

Signature *Andrew R. Thomas* Dated 3/9/09
 Surveyor registered under the Surveying Act, 2002

Subdivision Certificate

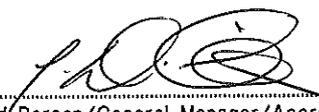
Datum Line:..... 'X' - 'Y'
 Type: Urban/Rural-

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

Plans used in preparation of survey / ~~completion~~

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

D.P.227092
 D.P.1091026


 x Authorised Person/General Manager/Accredited Certifier

Consent Authority: WARRINGAH COUNCIL

Date of Endorsement: 26-5-2010

Accreditation no:.....

Subdivision Certificate no: 10767

File no: S.D. 9739

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

xDelete whichever is inapplicable

SURVEYOR'S REFERENCE: 225-06

* OFFICE USE ONLY

CAD REF. Z:\225-06\22506S11

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

PLAN OF

SUBDIVISION OF LOT 100 D.P.1091026

DP270670

(DOC.A)

Registered:  23.6.2010

Subdivision Certificate No: 10767

Date of Endorsement: 26-5-2010

Certified correct for the purposes of the
Real Property Act 1900 by the *M. J. ...*
SIGNED by *Raymond Timms* attorney
for Westpac Banking Corporation under
power of attorney Book 4299 no. 332

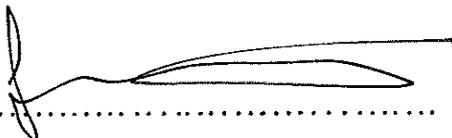
(Signature) Tier Three Attorney
By executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.

I certify that the attorney for the *M. J. ...*
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.

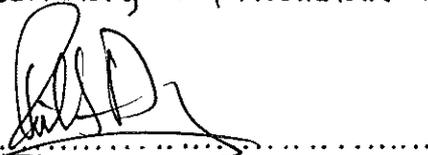
Signature of witness: *M. J. ...*

Name of witness: *M. J. ...*

Address of witness: 1 King Street
Concord West NSW



GARY LIBLE HAINSWORTH
Secretary - BHY AUSTRALIA PTY LTD



PHILLIP JOHN BURGE
Director - BHY AUSTRALIA PTY LTD
(ACN 124 130 516)

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet ³ of ~~4~~ sheet(s)

PLAN OF
SUBDIVISION OF LOT 100 D.P.1091026

DP270670
(DOC.A)

Registered:  23.6.2010

Subdivision Certificate No: 10767

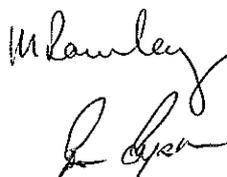
Date of Endorsement: 26-5-2010

Signed for SYDNEY WATER CORPORATION
by its Attorneys

MARK ROWLEY and

PETER VINCENT BYRNE

who hereby state at the time of executing this instrument have
no notice of the revocation of the Power of Attorney Registered
No. 606 Book 454 under Authority of which this instrument
has been executed.



DAVID ABEL
NAME OF WITNESS

SURVEYOR'S REFERENCE: 225-06

* OFFICE USE ONLY

CAD REF. 2250654

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 D.P.1091026	<h1 style="margin: 0;">DP270670</h1> <p style="margin: 0;">(DOC.A)</p>
Subdivision Certificate No: 10767	Date of Endorsement 26-5-2010
Registered: 23.6.2010	

* OFFICE USE ONLY

Name of Development if any	Address for Service of Notice UNIT 17 NO. 22 KENTHURST ROAD ROUND CORNER 2158
----------------------------	--

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>DAVID R. FARLEY</u> of <u>REALTY APPRAISALS PTY. LTD.</u> being a Valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements shown on *this sheet / these sheets are based upon valuations made by me on # <u>1st</u> <u>SEPTEMBER</u> 2009. Signature <u><i>David R. Farley</i></u> Date <u>8/10/2010</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 annexure sheet-Plan Form 6A)

LOT	UNIT ENTITLEMENT
1	COMMUNITY PROPERTY
2	1418
3	1352
4	1407
5	1483
6	1429
7	1483
8	1428
TOTAL	10000

DP270670

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	23.6.2010	4	12

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED
(INCLUDING COVER SHEET)

Instrument setting out terms of Easements or Profits à Pendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of ¹² ~~14~~ Sheets ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
 DP1091026 covered by Council's
 Subdivision Certificate No. 10767

Full Name and address of the owner(s) of the land:

BHY AUSTRALIA PTY LTD
 ACN 124 130 516
 Level 5, 30 Alfred Street
 MILSONS POINT NSW 2061

Part 1

	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 to Drain Water 1.2 & 3 Wide	3 4 5	2 2, 3 2, 3, 4
2.	Easement to Drain Water 1.2 Wide	6 7	1, 2, 3, 4, 5, Sydney Water Corporation 1, 2, 3, 4, 5, 6, 8, Sydney Water Corporation
3.	Easement for Water Supply Purposes 2.5 Wide	1, 2, 3, 4, 5, 6, 7, 8	Sydney Water Corporation
4.	Easement for Water Supply Purposes 2.675 Wide	1, 2	Sydney Water Corporation
5.	Easement for Access & Drainage Purposes 11.5 Wide & Variable	1, 2	Sydney Water Corporation
6.	Positive Covenant	1, 2, 3, 4, 5, 6, 7, 8	Sydney Water Corporation
7.	Restriction on Use of Land	1	Warringah Council
8.	Positive Covenant	1	Warringah Council
9.	Restriction on Use of Land	1	Warringah Council
10.	Positive Covenant	1	Warringah Council
11.	Easement for Services 11.5 Wide & Variable	1 2	2, 3, 4, 5, 6, 7, 8 3, 4, 5, 6, 7, 8

APPROVED BY WARRINGAH COUNCIL.....


 Authorised Officer

Lengths are in Metres

Sheet 2 of 11 Sheets ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 1 (cont)

	Identity of Easement, profit á 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:-
12.	Restriction on Use of Land	2 to 8 inclusive	Warringah Council
13.	Restriction on Use of Land	Each 1 to 8 inclusive	Every other Lot 1 to 8 inclusive

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 3 of ²14 Sheets ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2

Terms of easement, profit á pendre, restriction or positive covenant numbered 3 in the plan.

An Easement for Water Supply Purposes in the terms set out in PART 1 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes and the Positive Covenant numbered 5 and 6 in the plan.

Name of authority empowered to release, vary or modify easement numbered 3 in the plan is Sydney Water Corporation.

Terms of easement, profit á pendre, restriction or positive covenant numbered 4 in the plan.

An Easement for Water Supply Purposes in the terms set out in PART 1 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes and the Positive Covenant numbered 5 and 6 in the plan.

Name of authority empowered to release, vary or modify easement numbered 4 in the plan is Sydney Water Corporation.

Terms of easement, profit á pendre, restriction or positive covenant numbered 5 in the plan.

An Easement for Access and Drainage Purposes in the terms set out in PART 2 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes numbered 3 and 4 in the plan and the Positive Covenant numbered 6 in the plan.

Name of authority empowered to release, vary or modify easement numbered 5 in the plan is Sydney Water Corporation.

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Authorised Officer

Lengths are in Metres

Sheet 4 of ¹² Sheets ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2 (cont)

Terms of easement, profit á pendre, restriction or positive covenant numbered 6 in the plan.

A Positive Covenant in the terms set out in PART 3 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes numbered 3 and 4 in the plan and the Easement for Access and Drainage Purposes numbered 5 in the plan.

Name of Authority empowered to release, vary or modify the Positive Covenant numbered 6 in the plan is Sydney Water Corporation.

Terms of easement, profit á pendre, restriction or positive covenant numbered 7 in the plan.

The registered proprietor covenant with the Warringah Council (Council) in respect to the structure erected on the land described as water quality filter unit shown on plans approved by the Council No. 2007/1061 (hereinafter called "the system").

The registered proprietors covenant with the Warringah Council (Council) that they will not:

1. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
2. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
3. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

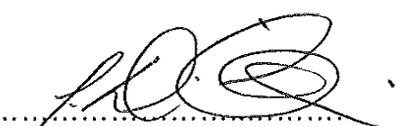
For the purposes of this covenant:

Structure and Works shall mean the water quality filter unit constructed on that part of the lot hereby burdened within the area denoted 'J' on the abovementioned plan designed to filter stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify easement numbered 7 in the plan is Warringah Council.

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 5 of 11 Sheets ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2 (cont)

**Terms of easement, profit à pendre, restriction or positive covenant
numbered 8 in the plan.**

The registered proprietors covenant with the Warringah Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

I. The registered proprietor will:

- i keep the structure and works clean and free from silt, rubbish and debris
- ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.

III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the water quality filter unit, or failure to clean, maintain and repair the water quality filter unit.

IV. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.

V. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:

- i In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in IV hereof.

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 6 of 11 Sheets ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2 (cont)

- ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction :
 - i. Any expense reasonably incurred by it in exercising its powers under sub-paragraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

VI This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the water quality filter unit constructed on the land within that part of the lot hereby burdened denoted 'J' on the abovementioned plan designed to filter stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify positive covenant numbered 8 in the plan is Warringah Council.

Terms of easement, profit á pendre, restriction or positive covenant numbered 9 in the plan.

The registered proprietor covenant with the Warringah Council (Council) in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council No. 2007/1061 (hereinafter called "the system").

The registered proprietors covenant with the Warringah Council (Council) that they will not:

- I. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.

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Authorised Officer

Lengths are in Metres

Sheet 7 of 14 Sheets

ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2 (cont)

- II. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
- III. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land within that part of the lot hereby burdened denoted 'K' on the abovementioned plan including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

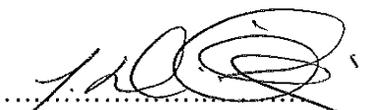
Name of authority empowered to release, vary or modify easement numbered 9 in the plan is Warringah Council.

Terms of easement, profit à pendre, restriction or positive covenant numbered 10 in the plan.

The registered proprietors covenant with the Warringah Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

- I. The registered proprietor will:
 - i. keep the structure and works clean and free from silt, rubbish and debris
 - ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the water quality unit, or failure to clean, maintain and repair the water quality unit.

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Authorised Officer

Lengths are in Metres

Sheet 8 of 11 Sheets

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2 (cont)

- IV. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- V. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
 - i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in IV hereof.
 - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction :
 - a. Any expense reasonably incurred by it in exercising its powers under sub-paragraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - b. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- VI. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land within that part of the lot hereby burdened denoted 'K' on the abovementioned plan including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify positive covenant numbered 10 in the plan is Warringah Council.

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Authorised Officer

Lengths are in Metres

Sheet 9 of ¹² 11 Sheets

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2 (cont)

Terms of easement, profit à pendre, restriction or positive covenant numbered 12 in the plan.

No dwelling shall be constructed on the lot hereby burdened outside the building envelope area denoted 'H' on the above mentioned plan.

Name of Authority empowered to release, vary or modify the Restriction numbered 12 in the plan is Warringah Council.

Terms of easement, profit à pendre, restriction or positive covenant numbered 13 in the plan.

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by BHY Australia Pty Ltd without the consent of BHY Australia Pty Ltd or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to BHY Australia Pty Ltd or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by BHY Australia Pty Ltd or its successors other than purchasers on sale.

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Authorised Officer

Lengths are in Metres

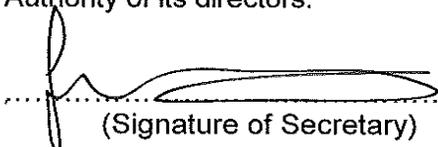
Sheet 10 of 14 Sheets

Plan: **DP270670**

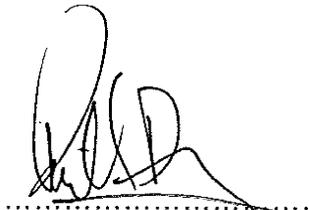
Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2

Executed by)
BHY AUSTRALIA PTY LTD)
(ACN 124 130 516))
In accordance with section 127 (1) of the)
Corporations Act 2001 (C'wth) by the)
Authority of its directors:

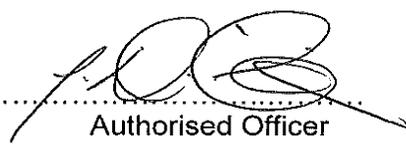


.....
(Signature of Secretary)
GARY H. S. HAINSWOOD R.I.H.
.....
(Printed Name of Secretary)



.....
(Signature of Director)
PHILLIP JOHN BURGE.
.....
(Printed Name of Director)

APPROVED BY WARRINGAH COUNCIL


.....
Authorised Officer

Lengths are in Metres

Sheet 11 of 14 Sheets

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2

~~Signed for SYDNEY WATER CORPORATION
by its Attorneys)~~

~~.....
.....
who hereby state at the time of executing this)
instrument have no notice of the revocation)
of the Power of Attorney Registered No.)
Book under the Authority of which this)
instrument has been executed)~~

~~.....
Signature of Witness
.....
Name of Witness~~

Certified correct for the purposes of the
Real Property Act 1900 by the *Notary*
SIGNED by.....*Raymond Timms*.....as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 no. 332
.....
(Signature) Tier Three Attorney
By executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.
I certify that the attorney for the *Notary*
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.
Signature of witness: *Woo*
Name of witness: *Mary Travers*
Address of witness: 1 King Street
Concord West NSW

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 11 of 11 Sheets

ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2

Signed for SYDNEY WATER CORPORATION)
by its Attorneys)

.....*MARK ROWLEY and*.....
.....*PETER VINCENT BYRNE*.....

who hereby state at the time of executing this)
instrument have no notice of the revocation)
of the Power of Attorney Registered No. 606)
Book 151 under the Authority of which this)
instrument has been executed)



.....*David Abel*.....

Signature of Witness

.....*DAVID ABEL*.....

Name of Witness

REGISTERED  23.6.2010

APPROVED BY WARRINGAH COUNCIL
Authorised Officer

DP270670

IRMA PLACE

COMMUNITY LAND DEVELOPMENT ACT 1989 COMMUNITY LAND MANAGEMENT ACT 1989

COMMUNITY MANAGEMENT STATEMENT

WARNING

The terms of this management statement are binding on the community association, each subsidiary body (if any) within the community scheme and each person who is a proprietor, lessee, occupier or mortgagee or covenantee chargee in possession of a community development lot or strata plan within the community 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 a unanimous resolution of the Community Association (See section 17(2) Community Land Management Act 1989).

BY-LAW 1: LANDSCAPING & BUILDING GUIDELINES FOR THE SCHEME

By-Law 1.1 Maintenance of Landscaping on Community Property

The Community Association may enter into and maintain a contract containing such terms and conditions as are reasonably satisfactory to the Community Association with reputable and appropriately qualified persons or companies for the provision of landscaping services to the Community Association.

By-Law 1.2 Maintenance of Landscaped Areas on lot

The proprietor or occupier of a lot shall keep the landscaped areas of the lot clean and tidy and in good repair and condition.

By-Law 1.3: Decision Final

A decision of the Community Association made in accordance with this by-law shall be final and binding on the proprietor or occupier.

PART 2

RESTRICTED COMMUNITY PROPERTY

These by-laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the by-law to use the restricted community property (See Section 54

TERMS OF INSTRUMENT NOT CHECKED IN LAND
AND PROPERTY INFORMATION NSW

REGISTERED 23.6.2010

DP270670

Community Land Management Act 1989).

BY-LAW 2: NO RESTRICTED PROPERTY

No part of the Community Property is subject to a restriction pursuant to Section 54(1) of the Community Land Management Act. All proprietors or occupiers shall be entitled to use the Community Property in the manner and in accordance with the by-laws relating thereto and any rules and regulations made by the Community Association pursuant to these by-laws.

PART 3

MANDATORY MATTERS

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

BY-LAW 3: OPEN ACCESSWAYS OR PRIVATE ACCESSWAYS

By-Law 3.1: Open Accessways

The Community Property comprises the Open Accessways and adjoining landscaped open area. That part of the Community Property designated as an Open Accessway in the Open Accessway Plan is an open accessway.

By-Law 3.2: Control Management Use and Maintenance

The Community Association shall be responsible for the control, management, use and maintenance of the Open Accessway.

The Community Association may enter into and maintain a contract containing such terms and conditions as are reasonably satisfactory to the Community Association with reputable and appropriately qualified persons or companies for the provision of maintenance of the Open Accessway.

By-Law 3.3: Traffic

The Open Accessway is limited to a speed of 20 KPH and may be used by:

- (a) the proprietors and occupiers of lots;
- (b) the Community Association;
- (c) service providers; and
- (d) Council

WARRINGAH COUNCIL


.....
Authorised Person

DP270670

By-Law 3.4: Parking

The following conditions apply to the use of the Open Accessway:

- (a) A person shall not drive, park or stand any vehicle on the Open Accessway unless:
 - i. if the vehicle must be registered under Traffic Laws, it is registered and complies with the Traffic Laws;
 - ii. if a licence is required for the use of the vehicle on a public road, that person holds a current drivers licence under the Traffic Laws.
- (b) A person must not:
 - i. drive, park or stand any vehicle in a manner that is or may be dangerous, causes obstruction or prevents or restricts the free movement of vehicles or pedestrians;
 - ii. sound any horn other than in an emergency;
 - iii. park on any part of the Open Accessway
- (a) notwithstanding the foregoing, a proprietor or occupier of a lot is entitled to stand any vehicle temporarily on the Open Accessway for the purposes of dropping off or picking up persons or goods provided that the vehicle must not unreasonably obstruct or prevent or restrict the movement of other vehicles or pedestrians in the Open Access Way.

BY-LAW 4: PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY

By-Law 4.1: General

- (a) The Community Property is the property set apart as Open Accessway and adjoining land. An Authorised Person or owner or occupier of a lot shall not, except with the prior approval of the Community Association, use any part of the Community Property other than in accordance with the uses for which the respective part of the Community Property was intended to be used and shall immediately notify the Community Association on becoming aware of any part of the Community Property being damaged or otherwise in a state of disrepair.
- (b) An Authorised Person or the owner or occupier of a lot must not, except with the prior approval of the Community Association, leave anything on or obstruct the use of the Community Property. An Authorised Person or the owner or occupation of a lot must not damage Community Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Community Property.

WARRINGAH COUNCIL


.....
Authorised Person

DP270670

By-Law 4.2:

The Community Association shall be responsible for the control, management and maintenance of the on site detention maintenance system including the water quality unit, and the stormwater drainage system.

The Community Association may enter into and maintain a contract containing such terms and conditions as are reasonable satisfactory to the Community Association with reputable and appropriate qualified persons or companies for the provisions of maintenance of the on site detention maintenance system including the water quality unit, and stormwater drainage system

BY-LAW 5: INTERNAL FENCING

By-Law 5.1: Application of Dividing Fences Act 1991

Subject to Section 117 of the Community Land Management Act 1989, the provisions of the Dividing Fences Act 1991 shall have effect in relation to dividing fences between:

- (a) one lot and another lot;
- (b) where a lot adjoins Community Property, the repair, replacement and maintenance will be at the expense of the respective owner of the lot.

By-Law 5.2: Owner or Occupier to reimburse Community Association

Where pursuant to Section 117 of the Community Land Management Act 1989 the Community Association is obliged to make contribution to an owner of land outside the Community Parcel in relation to a dividing fence between that land and a lot within the Community Parcel, the owner or occupier, being the owner or occupier of that lot, shall reimburse the Community Association in respect of such contribution.

By-Law 5.3: Owner to maintain

An owner or occupier of a lot must maintain any fences including any dividing fences in good condition and repair and, if in need of repair or replacement, must to the extent reasonably possible use the same materials having the same colour, style, appearance and characteristics as, or be consistent with, the current or previously existing fence (as the case may be) (if any) promptly undertake such repair or replacement.

In respect of a dividing fence between one lot and another lot (excepting a lot that is Community Property) the obligations of the owner or occupier of each lot under this by-law are joint and several in terms of the Community Association be entitled to require the owner or occupier to comply with this clause.

By-Law 5.4: Owner not permitted to

An owner or occupier is not permitted to:

- (a) erect a fence on the street front alignment or between the front street boundary and the building line as fixed by Council;
- (b) construct any new fence of a lot without the approval of the Executive Committee.

BY-LAW 6: GARBAGE

By-Law 6.1: Agreement with Council

The Community Association shall prior to commencement of waste and/or recycling services enter into an agreement with Council for on site waste collection in a form required by Council.

By-Law 6.2: Garbage Container

An owner or occupier of a lot must provide and use a garbage container as required by the Council from time to time for the removal of garbage from the lot.

By-Law 6.3: Storage

An owner or occupier must keep any garbage container and/or garbage secure:

- (a) so that it does not emit odours;
- (b) so that it is properly stored and concealed from view from outside the lot unless the garbage container has been placed on the designated area set aside to enable the collection and removal of garbage by the Council on that or the following day.

An owner or occupier of a lot shall be responsible for keeping any garbage container clean and shall be responsible for the maintenance of its garbage container.

By-Law 6.4: Collection

The owner or occupier of a lot must ensure that garbage in his/her garbage bin and on or from the lot is made available for collection by the Council in accordance with the Council's by-laws and ordinances relating to the disposal and collection of garbage.

Garbage containers, including for recyclable material, must only be placed in the designated collection area no more than 12 hours before or 12 hours after the scheduled Council collection time.

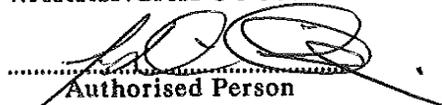
By-Law 6.5: Recyclable garbage

An owner or occupier of a lot must ensure that recyclable materials is made available for collection by the Council in accordance with the Council's by-laws and ordinances relating to the disposal and collection of recyclable garbage.

By-Law 6.6: Access

- (a) The Community Association must provide access to the Council for the purpose of garbage collection and the Community Association shall ensure that designated collection points are kept clear and unobstructed for collection vehicles.
- (b) The Community Association is to indemnify Council and/or its contractors against any damage to the driveway caused by the movement of garbage collection vehicles over that part of the driveway required by Council to be used for the collection of bins on collection day.

WARRINGAH COUNCIL


.....
Authorised Person

DP270670

BY-LAW 7 SERVICES

By-Law 7.1

The services to be provided in this scheme are as follows:

- | | | |
|-----|-----------------------|-----------------------|
| (a) | electricity – | Community Association |
| (b) | water supply - | Sydney Water |
| (c) | telecommunications - | Telstra |
| (d) | sewerage - | Sydney Water |
| (e) | stormwater drainage - | Community Association |
| (f) | gas - | Jemena |

By-Law 7.2

This Management Statement includes a Prescribed Diagram in respect of the electricity services.

It is intended to create a statutory easement pursuant to Community Land Development Act 1989 section 36 in respect of the electricity shown in the Prescribed Diagram.

By-Law 7.3

This Management Statement includes a Prescribed Diagram in respect of the telecommunications services.

It is intended to create a statutory easement pursuant to Community Land Development Act 1989 section 36 in respect of the telecommunications shown in the Prescribed Diagram.

By-Law 7.4

This Management Statement includes a Prescribed Diagram in respect of the stormwater drainage.

It is intended to create a statutory easement pursuant to Community Land Development Act 1989 section 36 in respect of the stormwater drainage shown in the Prescribed Diagram. Council is not liable for the repair or maintenance of the stormwater drainage services with the Community Property.

By-Law 7.5

This Management Statement includes a Prescribed Diagram in respect of the gas services.

It is intended to create a statutory easement pursuant to Community Land Development Act 1989 section 36 in respect of the gas shown in the Prescribed Diagram.

By-Law 7.6

To the extent that responsibility for the cost of repair or maintenance from time to time of such services is not borne or liable to be borne by the provider of such services such costs shall:

- (a) in the event the requirements for repair or maintenance arises out of any act or omission by a lot proprietor, lessee or occupier or his servant, agents or invitees, shall be borne by the proprietor of the lot concerned who shall indemnify and keep

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indemnified the other lot proprietors in the scheme and the Community Association in respect of such costs; and

- (b) in respect of the internal connections within Community lots for the services of electricity, water supply, telecommunications, sewerage, stormwater and gas referred to in 7.1 (a) to (f), be the responsibility of the proprietor of the lot concerned; and
- (c) in any other event shall be borne by the Community Association.

BY-LAW 8: INSURANCE

By-Law 8.1: Compulsory Insurance

The Community Association shall effect all insurances which it is required to effect from time to time under each of the Community Land Development Act 1989 and Community Land Management Act 1989 or any other Act in such manner and with such insurer as is provided therein or in the Regulations made pursuant thereto or in the event there is no such provision in the manner determined by the Community Association from time to time.

By-Law 8.2: Optional Insurances

The Community Association may effect such insurances other than the insurances referred to in By-Law 8.1 hereof which it considers necessary in the interests of proprietor or occupiers.

By-Law 8.3: Insurance in respect of lots

Each proprietor or occupier shall be responsible for insuring against all and any risks of being the proprietor of a lot including without limitation the risk of damage or destruction to any improvements constructed thereon.

BY-LAW 9: EXECUTIVE COMMITTEE

By-Law 9.1: The Executive Committee

The Executive Committee and the Chairperson, Secretary and Treasurer thereof must respectively be elected and appointed in accordance with Division 2 of Part 2 of the Community Land Management Act 1989.

By-Law 9.2: Notice of Executive Committee Meetings

The Executive Committee shall cause notice to be given to proprietors in the manner prescribed by the rules and regulations (or if no manner is prescribed, in such other manner as it considers appropriate having regard to where proprietors reside) of its intention to hold a meeting setting out the time, location and reasonable details of the agenda for the meeting not less than seventy two (72) hours prior to the scheduled commencement time of the meeting as set out in such notice. The Executive Committee shall not at any meeting held following the giving of such notice deal with any business the reasonable details of which were not included in the agenda set out in such notice.

WARRINGAH COUNCIL


.....
Authorised Person

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By-Law 9.3: Proprietors at Executive Committee Meeting

A proprietor or a nominee for the proprietor is entitled to attend a meeting of the Executive Committee but may not address the meeting unless authorised by resolution of the Executive Committee and shall not be entitled to vote thereat.

By-Law 9.4: Voting in writing

Where:

- (a) by-law 9.2 has been complied with in relation to a meeting; and
- (b) each proprietor or occupier of the Executive Committee has been served with a copy of any motion for a proposed resolution to be submitted at that meeting; and
- (c) the proposed resolution has been approved in writing by a majority of the Executive Committee, then the resolution is, if a notice has not been given under Section 38(3) of the Community Land 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.

By-Law 9.5: Minutes to be kept

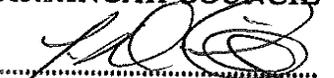
- (a) The Executive Committee shall within fourteen (14) days after each meeting cause a copy of the minutes of the meeting prepared in accordance with Section 38(7) of the Community Land Management Act 1989 to be given in the manner prescribed by the rules and regulations to all proprietors (or if no manner is prescribed, in such a manner as the Executive Committee considers appropriate having regard to where the proprietor or occupiers reside).
- (b) Minutes of the meetings of the Executive Committee and all resolutions passed must be placed with the minutes of the General Meetings of the Community Association.

By-Law 9.6: Conduct, Place and Frequency of Meetings

The Executive Committee shall:

- (a) conduct its meetings in accordance with the rules and regulations or if there are no such rules and regulations which relate thereto in such manner as the Executive Committee thinks fit;
- (b) hold its meetings as often as is necessary having regard to the interest of proprietors or occupiers and its obligations and functions under this Management Statement, the rules and regulations or any law;
- (c) hold its meetings at such place as it considers appropriate and if the rules and regulations so provide may hold its meetings by correspondence.

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By-Law 9.7: Powers and Duties of Secretary

The powers and duties of the Secretary of the Community Association are:

- (a) preparing and displaying or distributing minutes of meetings and resolutions of the Community Association and the Executive Committee;
- (b) giving on behalf of the Community Association and the Executive Committee, notices required to be given under the Community Land Management Act;
- (c) maintaining the community roll;
- (d) making available for inspection, on behalf of the Community Association, the documents and records set out in clause 1 of Schedule 4 of the Community Land Management Act;
- (e) supplying on behalf of the Community Association, certificates in accordance with Schedule 4 of the Community Land Management Act;
- (f) answering communications addressed to the Community Association of the Executive Committee;
- (g) convening meetings of the Executive Committee and the Community 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 Community Association or the Executive Committee, and;
- (i) keeping records for the Community Association under:
 - i. Part 3 of Schedule 1 of the Community Land Management Act; and
 - ii. Part 1 of Schedule 3 of the Community Land Management Act.

By-Law 9.8: Powers and duties of Treasurer

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

- (a) notifying proprietors of lots of contributions levied pursuant to the Community Land Management Act or this Management Statement and collecting all contributions;
- (b) receiving, acknowledging, banking and accounting for all money paid to the Community Association;
- (c) preparing any certificate applied for under and in accordance with Section 26 and clause 2 of Schedule 4 of the Community Land Management Act;

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- (d) keeping the prescribed accounting records referred to in clause 10 of Schedule 1 of the Community Land Management Act;
- (e) preparing the prescribed financial statements referred to in clause 11 of Schedule 1 of the Community Land Management Act; and
- (f) the functions set out in clause 36(1) of the Community Land Management Act.

By-Law 9.9:

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 the Executive Committee or the proprietor or occupier in its, 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 member.

By-Law 9.10:

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.

PART 4

OPTIONAL MATTERS

BY-LAW 10: RULES AND REGULATIONS

By-Law 10.1: Community Association may make rules and regulations

The Community Association may at any time and from time to time make, amend, cancel, add to or suspend rules and regulations which are not inconsistent with any by-laws contained in this Management Statement or any function or obligation imposed on the Community Association under any Act. Each proprietor or occupier shall be bound by the rules and regulations. If there shall be any inconsistency between the by-laws contained in this Management Statement and any of the rules and regulations, the by-laws contained in this Management Statement shall prevail.

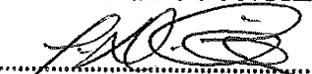
By-Law 10.2: Copy of rules and regulations to be distributed

The Community Association shall upon making, amending, cancelling or suspending any rule or regulation contained in or to be added to the rules and regulations distribute a copy of such additional or altered rule or regulation, as the case maybe, to each proprietor or occupier or to such person as the proprietor and each occupier nominates as its representative.

By-Law 10.3: Proprietors or Occupiers shall observe rules and regulations

Each proprietor or occupier shall at all times observe and comply with the rules and regulations made in accordance with By-Law 10 and shall not do, permit or suffer to be done anything contrary thereto. A failure by a proprietor or occupier to observe and comply with

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any rule or regulation contained in the rules and regulations shall constitute a breach by that proprietor or occupier of this By-Law 10. A proprietor or occupier shall be responsible for ensuring that the by-laws contained in this Management Statement and the rules and regulations are continuously observed and complied with by all of that proprietor's or occupier's invitees and any persons claiming through or under that proprietor or occupier. A failure by any such invitee or other person claiming through or under a proprietor or occupier to observe and comply with any by-law contained in this Management Statement or of the rules and regulations shall constitute a breach of this By-Law 10 by the proprietor or occupier.

By-Law 10.4: Community Association to give notice

In the event of a breach by a proprietor or occupier of a by-law contained in this Management Statement or of any rule or regulation contained in the rules and regulations, the Community Association shall (except in the case of a breach requiring the Community Association to act immediately to prevent damage to property or injury to person) serve a notice upon such proprietor or occupier specifying the by-law(s) and/or rule or regulation which the proprietor or occupier has breached and the works to be carried out and/or the matters to be attended to by the proprietor or occupier and the time within which such works must be carried out or matters attended to so that the proprietor or occupier shall no longer be in breach of the said by-law(s) or rules and regulations. In the event that such breach by any proprietor or occupier has resulted in damage to any part of the Community Property such notice shall specify the damage to be repaired by the proprietor or occupier and the period of time within which such repairs shall be completed.

By-Law 10.5: Failure to comply with Notice

Where the proprietor or occupier fails to comply with the notice served upon the proprietor or occupier by the Community Association under By-Law 10.4, then the Community Association may, as soon as practicable thereafter, where appropriate:

- (a) apply to the Registrar for an order (or interim order as the case may be) directing the proprietor or occupier to observe the said by-law or rule or regulation in respect of which the proprietor or occupier is in breach; or
- (b) carry out the works and/or repairs set out in such notice and/or attend to the matters set out in such notice which should have been attended to by the proprietor or occupier.

By-Law 10.6: Power of Entry of Community Association

In addition to the powers conferred by Section 60 of the Community Land Management Act 1989 upon the Community Association to enter upon any part of the Community Property for the purposes as specified therein, the Community Association shall also have the power to enter any part of the Community Property including any part of a lot for the purpose of performing any of the functions conferred or imposed upon the Community Association by any Act or by this Management Statement.

By-Law 10.7: Reimbursement of costs, charges and expenses

A proprietor or occupier must pay or reimburse the Community Association on demand for all costs and expenses incurred by the Community Association in connection with the

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contemplated or actual enforcement, or preservation of any rights under the by-laws in relation to the proprietor including, without limitation, all expenses incurred in retaining any independent consultant or other person to evaluate any matter and its administration costs in connection therewith.

By-Law 10.8: Community Association not to be liable

The Community Association shall not be liable for any loss or damage howsoever caused or arising from the non-enforcement of any by-law contained in this Management Statement or of any of the rules and regulations contained in the rules and regulations in accordance with this By-Law 10.

By-Law 10.9: Proprietor or Occupier to comply at own expense

A proprietor or occupier shall comply with the obligations under these by-laws and the rules and regulations at the proprietor's or occupier's own cost except where the by-laws or rules and regulations provide to the contrary.

By-Law 10.10: Negotiation and Administration of service contracts

To allow the Community Association to more effectively perform the functions conferred and obligations imposed on it by any Act or by this Management Statement the Community Association may enter into any contracts for the provision of any service or services to be performed by any third party which contracts shall be on such terms and conditions as the Community Association reasonably determines and the consideration payable under such contracts shall be paid out of contributions to either of the Administrative or Sinking Funds levied on proprietors or occupiers.

By-Law 10.11: Managing Agent

In the event that the Community Association appoints a managing agent pursuant to Section 50 of the Community Land Management Act 1989, the Community Association may delegate to the managing agent, in addition to the functions the Community Association is entitled to delegate to the managing agent under the said Act, the functions imposed upon the Community Association by this Management Statement or by any other Act. The consideration or fees payable to the managing agent for the performance of any of the functions of the Community Association delegated to the managing agent shall be payable out of the administrative fund.

By-Law 10.12: Employees and Consultants

The Community Association may employ such staff, advisers, consultants, agents or lawyers as it may require, whether on a permanent, part time or casual basis, to assist with its management, control and maintenance of the Community Property and the performance of the functions conferred and obligations imposed on the Community Association by any Act or this Management Statement.

By-Law 10.13: Agreement between Community Association and a Proprietor or Occupier

A Community Association may only enter into an agreement under Section 22 of the Community Land Management Act 1989 which has the effect of conferring a benefit on one (1) or some but not all proprietors where the Community Association charges such proprietor

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or proprietors a reasonable fee for receiving such benefit.

By-Law 10.14: Proprietor of Occupier Not to Instruct

A proprietor or occupier shall not instruct or request that any contractor, employee, consultant, agent or lawyer appointed or employed by the managing agent to do any act or thing without the prior approval in writing of the managing agent. Any proprietor or occupier who gives any such instruction or makes any such request shall be liable for all costs or expenses incurred by the managing agent as a consequence thereof.

BY-LAW 11: INTEREST

If any monies payable by a proprietor or occupier to the Community Association being other than a contribution to the administrative fund or sinking fund levied by the Community Association under the Community Land Management Act 1989 are not paid on their due dates for payment of the same as specified in any notice given by the Community Association to that member or as otherwise specified, that proprietor or occupier shall pay simple interest on the total amount which remains unpaid from the day after the date upon which the monies became due and payable up to and including the date of actual payment at the rate of ten percent (10%) per annum.

BY-LAW 12: CONTROL OF LESSEES/LICENSEES

A proprietor whose lot in whole or in part is the subject of a lease or licence 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-laws; and
- (c) take all reasonable steps including, without limitation, any action available to him/her under the lease or licence agreement to ensure that the lessee or licensee of the lot and any person on the Community Property with the consent (express or implied) of the lessee or licensee complies with the by-laws.

BY-LAW 13: DEFINITIONS, INTERPRETATION AND GENERALLY

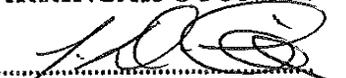
If a word used in this Management Statement is used in the Community Land Development Act 1989 or the Community Land Management Act 1989 it has the same meaning as attributed to it in the Acts respectively.

Otherwise the following words have the meanings:

Authorised Person means a person on the Community Property with the consent express or implied of a lot owner or occupier or with the consent of the Community Association.

Council means Warringah Council or any replacement of it.

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Authorised Person

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Community Association means a corporation that:

- (a) is constituted by section 25 of the Community Land Development Act 1989 on the registration of the Community Plan; and
- (b) is established as a Community Association by section 5 of the Community Land Management Act 1989.

Community lot means land that is a lot in a Community Plan that is not Community Property, a public reserve or a drainage reserve and 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 that plan of subdivision registered with the Management Statement.

Community Property means lot 1 in the Community Plan and includes the Open Accessway

Community Scheme is as defined in the Community Land Management Act 1989 and regulations made under it.

Executive Committee means the executive committee of the Community Association as determined pursuant to the Community Land Management Act 1989.

General Meetings means the general meetings of the Community Association under Division 1 of Part 2 of the Community Land Management Act 1989.

lot means a Community lot.

Management Statement means this Management Statement.

Open Accessway means an accessway designated as a private accessway on the Open Accessway Plan pursuant to Part 5 of the Community Land Development Act 1989.

Open Accessway Plan means a plan attached to this Management Statement creating access ways pursuant to Part 5 of the Community Land Development Act 1989.

Prescribed Diagram means the diagram or diagrams relating to the Service Lines with in the Community Plan and prescribed in Section 36 of the Community Land Development Act 1989.

Service Lines 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 mean, without limitation, any authorities or corporations assuming their functions.

Traffic Laws means any applicable legislation or any regulations, ordinances, by-laws or orders made thereunder relating to the regulation and use of vehicles.

In this Management Statement, unless the context otherwise requires:

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- (a) a reference to one gender includes all other genders;
- (b) a reference to a person includes a corporation.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITY

This part may specify by-laws made at the request of a public authority. These by-laws may provide that amendments may not be made without the consent of the public authority.

BY-LAW 14: PUBLIC AUTHORITY

In this by-law the expression 'the Act' shall mean the Conveyancing Act 1919.

By-Law 14.1: Water Filter

In this By-Law: "Structure and Works (Water quality filter)" means the water quality filter unit constructed on the Community Parcel hereby burdened within the area identified on the plan attached to this Management Statement designed to filter stormwater on the Community Parcel and described as water quality filter unit shown on plans approved by the Council Approval No. 2007/1061.

- (a) The Community Association covenants with Council in respect to the Structure and Works (Water quality filter) that it will not
 - (i) do any act, matter or thing which would prevent the Structure and Works (Water quality filter) from operating in an efficient manner.
 - (ii) make any alterations or additions to the Structure and Works (Water quality filter) or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the Structure and Works (Water quality filter) without the express written consent of the Council, and this covenant shall bind the Community Association and all proprietors.
 - (iii) this covenant shall bind all persons who claim under the Community Association as stipulated in section 88E(5) of the Act.
- (b) The Community Association covenants with Council that it will maintain and repair the Structure and Works (Water quality filter) on the Community Parcel in accordance with the following terms and conditions:
 - (i) it will keep the Structure and Works (Water quality filter) clean and free from silt, rubbish and debris
 - (ii) it will maintain and repair at the sole expense of the Community Association the whole of the Structure and Works (Water quality filter) so that it functions in a safe and efficient manner.
- (d) For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the Community Parcel and view

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the condition of the Community Parcel and the state of construction maintenance or repair of the Structure and Works (Water quality filter) on the Community Parcel.

- (e) The Community Association shall indemnify the Council and any adjoining Community Parcel owners against any claims for damages arising from the failure of any component of the Structure and Works (Water quality filter), or failure to clean, maintain and repair the water quality filter unit.
- (f) By written notice the Council may require the Community Association to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the Structure and Works (Water quality filter) and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- (g) Pursuant to section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
 - (i) In the event that the Community Association fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the Community Parcel with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in (f) hereof.
 - (ii) The Council may recover from the Community Association in a Court of competent jurisdiction:
 - i. Any expense reasonably incurred by it in exercising its powers under sub-paragraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- (h) This covenant shall bind all persons who claim under the Community Association as stipulated in section 88E(5) of the Act.

By-Law 14.2: Onsite Water Detention System

In this By-law: "Onsite Water Detention System" shall mean the on-site stormwater detention system constructed on the Community Parcel as shown on the plan attached to this Management Statement including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the Community Parcel and as shown on plans approved by the Council and described as "onsite stormwater detention system" on plans approved by the Council Approval No. 2007/1061.

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- (a) The Community Association covenants with the Council in respect of the Onsite Water Detention System that they will not:
- (i) do any act, matter or thing which would prevent the Onsite Water Detention System from operating in an efficient manner.
 - (ii) make any alterations or additions to the Onsite Water Detention System or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the Onsite Water Detention System without the express written consent of the authority.
 - (iii) this covenant shall bind all persons who claim under the Community Association as stipulated in section 88E(5) of the Act.
- (k) The Community Association covenant with the Council that they will maintain and repair the Onsite Water Detention System on the Community Parcel in accordance with the following terms and conditions:
- (l) The Community Association will:
- (i) keep the Onsite Water Detention System clean and free from silt, rubbish and debris
 - (ii) maintain and repair at the sole expense of the Community Association the whole of the Onsite Water Detention System so that it functions in a safe and efficient manner.
- (m) For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the Community Parcel and view the condition of the Community Parcel and the state of construction maintenance or repair of the Onsite Water Detention System on the Community Parcel.
- (n) The Community Association shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the water quality unit, or failure to clean, maintain and repair the Onsite Water Detention System .
- (o) By written notice the Council may require the Community Association to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the Onsite Water Detention System and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- (p) Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- (i) In the event that the Community Association fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the Community Parcel with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in IV hereof.
 - (ii) The Council may recover from the Community Association in a Court of competent jurisdiction :

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- a. Any expense reasonably incurred by it in exercising its powers under subparagraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - b. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- (q) This covenant shall bind all persons who claim under the Community Association as stipulated in section 88E(5) of the Act.

BY-LAW 15: COUNCIL

Development is to proceed in accordance with Warringah Council Determination No. DA 2007/1061 dated 18 April 2008

Certified correct for the purposes of the Real Property Act 1900 by the.....*Mortgage*
 SIGNED by.....*Raymond Timms* as attorney for Westpac Banking Corporation under power of attorney Book 4299 no. 332

.....
 (Signature) Tier Three Attorney
 By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that the attorney for the.....*Mortgage*
 with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: *Mary Travers*
 Name of witness: *Mary Travers*
 Address of witness: 1 King Street
 Concord West NSW

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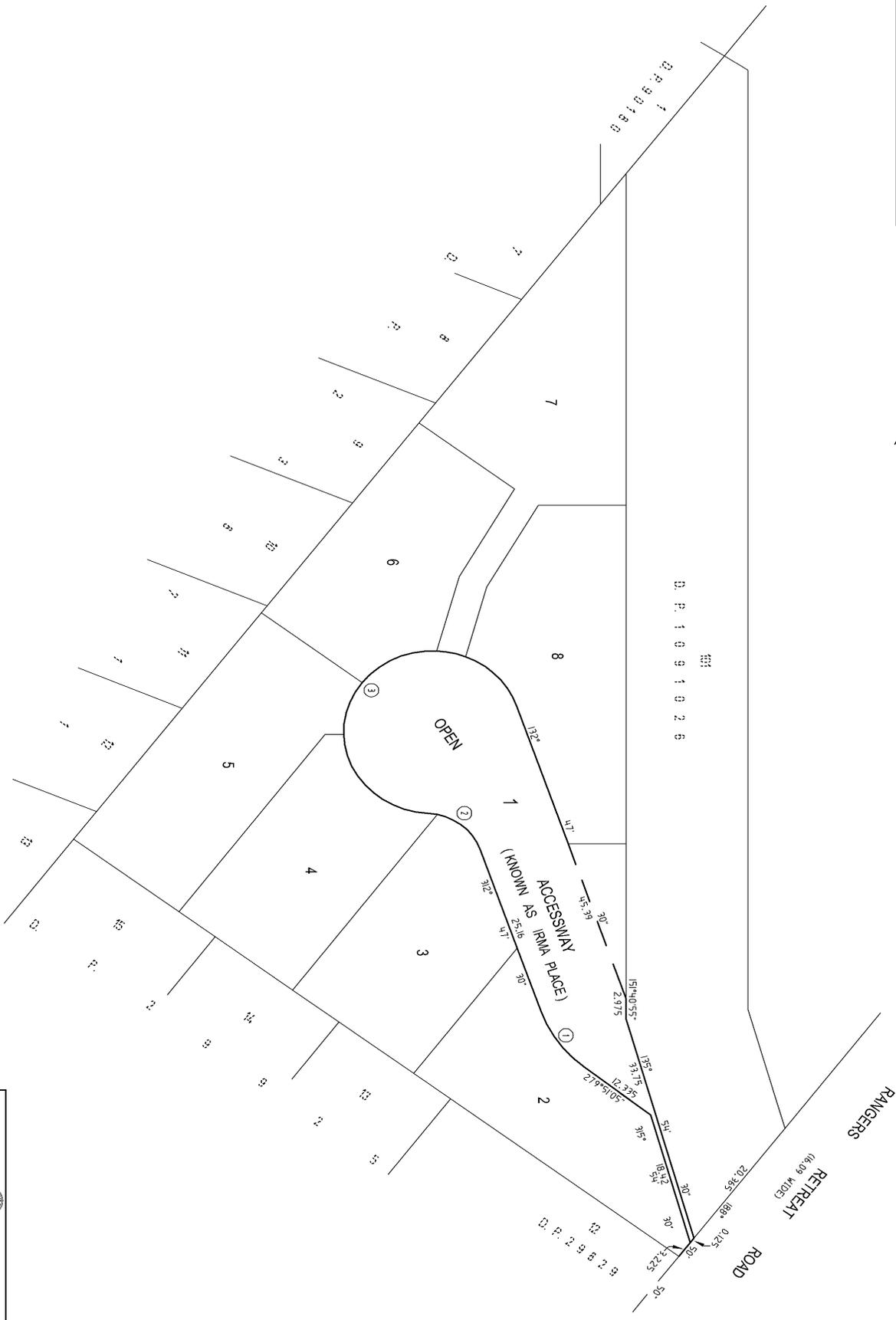
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 Authorised Person

OPEN ACCESSWAY PLAN

SCALE 1:400



No.	BEARING	CHORD	ARC	RADIUS
1	296°19'20"	10.205	10.35	18
2	278°48'30"	8.945	9.49	8
3	9°25'25"	19.755	52.19	12

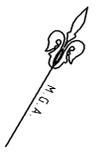


REGISTERED 23.6.2010

THIS PLAN ILLUSTRATES OPEN ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993

PLAN OF
OPEN ACCESSWAY WITHIN COMMUNITY
SCHEME, IRMA PLACE, FRENCHS FOREST
DP270670

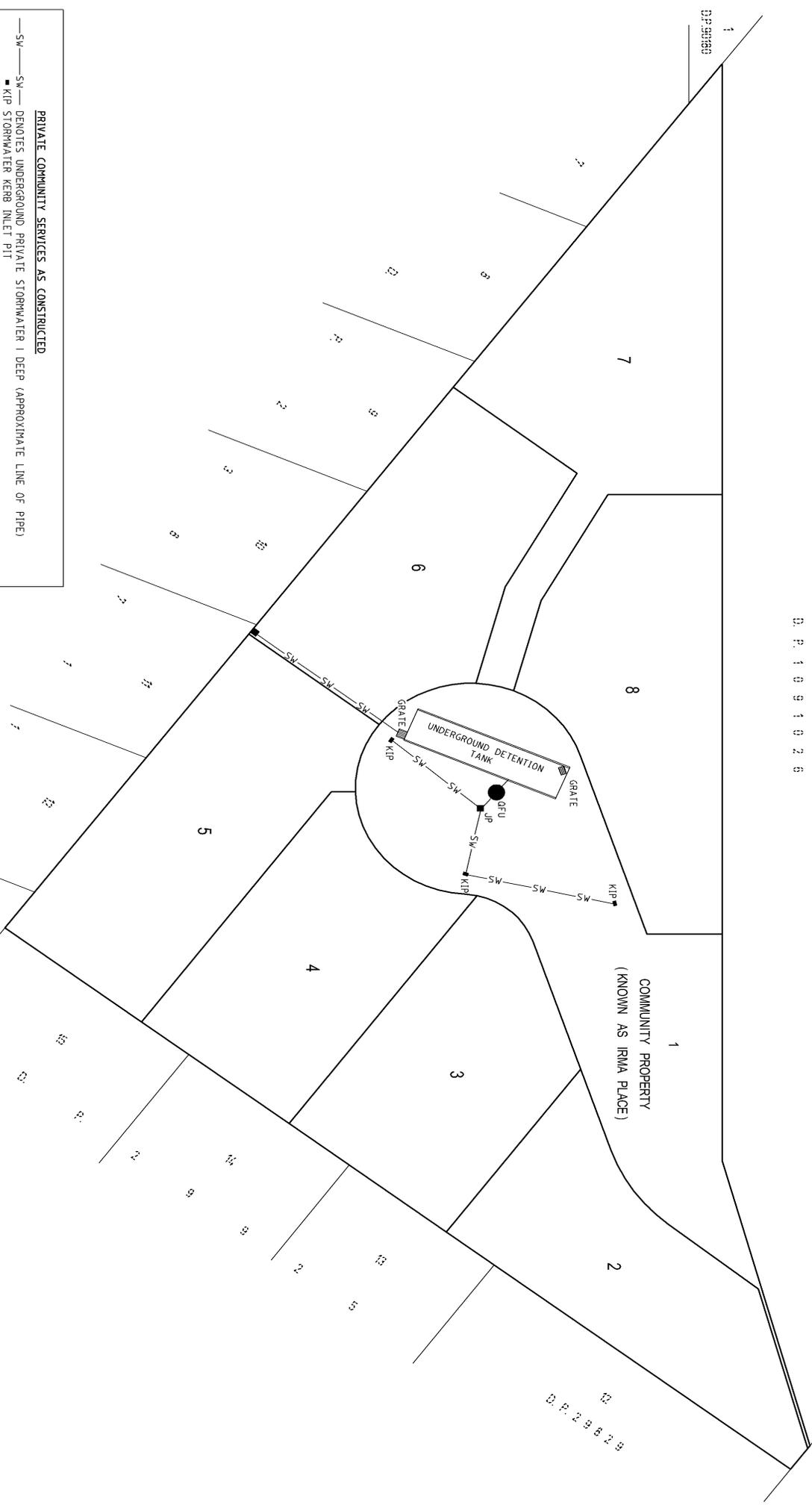
NOTE: FOR FULL SURVEY INFORMATION OF OPEN ACCESSWAY REFER TO SHEET 3 - COMMUNITY PROPERTY PLAN



D.P. 1 0 9 1 0 2 6

RANGERS RETREAT ROAD
 (16.09 4105)

D.P. 2 9 8 2 9



PRIVATE COMMUNITY SERVICES AS CONSTRUCTED

- SW — SW DENOTES UNDERGROUND PRIVATE STORMWATER 1 DEEP (APPROXIMATE LINE OF PIPE)
- KIP STORMWATER KERB INLET PIT
- JP STORMWATER JUNCTION PIT
- OFU STORMWATER QUALITY FILTER UNIT

NOTE: THE UNDERGROUND DETENTION TANK, STORMWATER KERB INLET PITS, STORMWATER JUNCTION PITS & STORMWATER QUALITY FILTER UNIT FORM PART OF THE STATUTORY STORMWATER EASEMENT
 LOCATION OF ANY SERVICES TO BE VERIFIED PRIOR TO ANY EXCAVATION
 THIS IS NOT A RECORD OF ALL SERVICES

MANAGEMENT STATEMENT

REDUCTION RATIO 1:300

REGISTERED 23.6.2010

PLAN OF SERVICES WORKS AS EXECUTED FOR COMMUNITY SCHEME, IRMA PLACE, FRENCHS FOREST

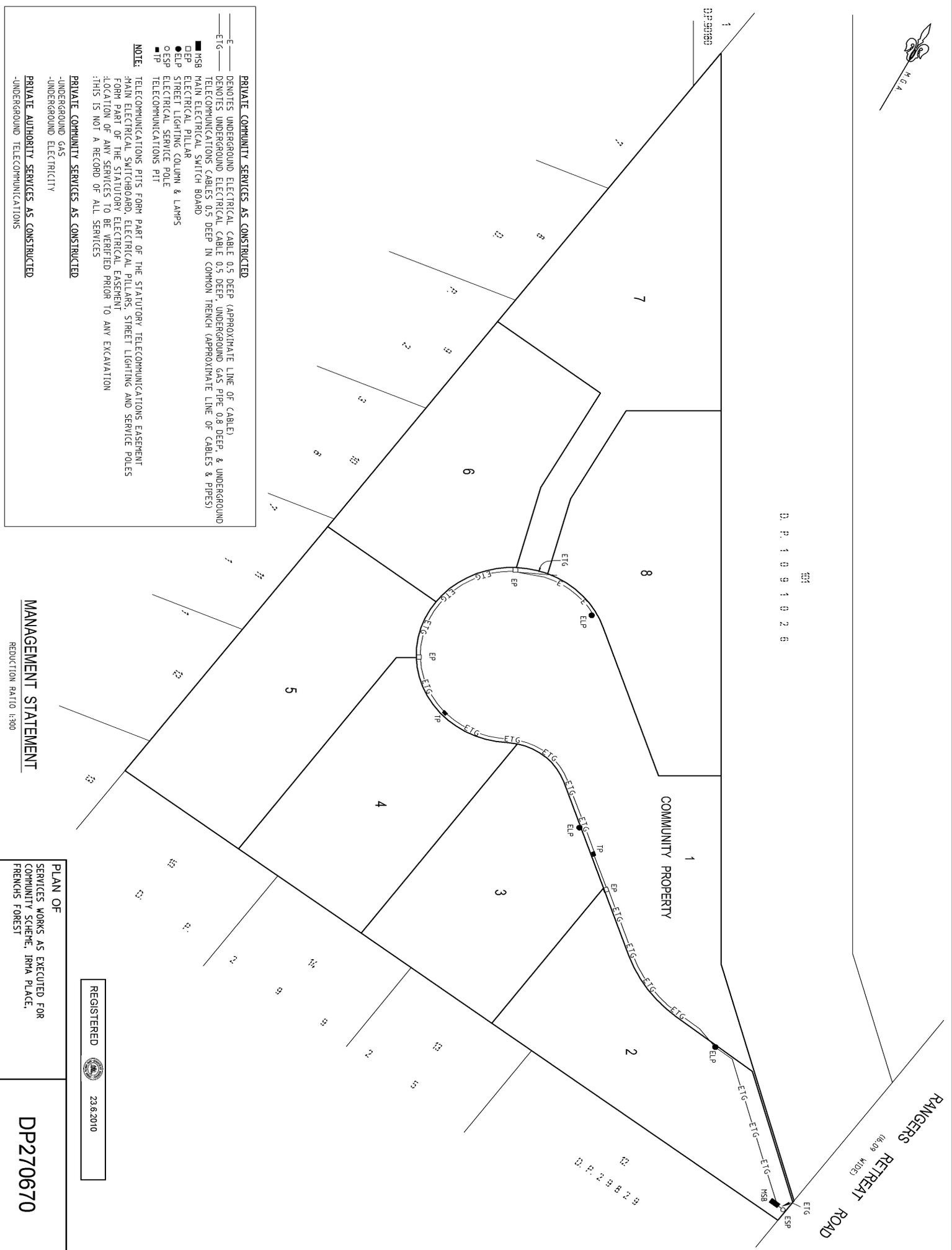
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D.P. 1 0 9 1 0 2 6

D.P. 2 9 8 2 9

RANGERS RETREAT ROAD
 (16.09 4105)



PRIVATE COMMUNITY SERVICES AS CONSTRUCTED

- E — DENOTES UNDERGROUND ELECTRICAL CABLE 0.5 DEEP (APPROXIMATE LINE OF CABLE)
- ETG — DENOTES UNDERGROUND ELECTRICAL CABLE 0.5 DEEP, UNDERGROUND GAS PIPE 0.8 DEEP, & UNDERGROUND TELECOMMUNICATIONS CABLES 0.5 DEEP IN COMMON TRENCH (APPROXIMATE LINE OF CABLES & PIPES)
- HSB MAIN ELECTRICAL SWITCH BOARD
- ELP ELECTRICAL PILLAR
- ESP STREET LIGHTING COLUMN & LAMPS
- P TELECOMMUNICATIONS PIT

NOTE:

TELECOMMUNICATIONS PITS FORM PART OF THE STATUTORY TELECOMMUNICATIONS EASEMENT
 MAIN ELECTRICAL SWITCHBOARD, ELECTRICAL PILLARS, STREET LIGHTING AND SERVICE POLES
 FORM PART OF THE STATUTORY ELECTRICAL EASEMENT
 LOCATION OF ANY SERVICES TO BE VERIFIED PRIOR TO ANY EXCAVATION
 THIS IS NOT A RECORD OF ALL SERVICES

PRIVATE COMMUNITY SERVICES AS CONSTRUCTED

- UNDERGROUND GAS
- UNDERGROUND ELECTRICITY

PRIVATE AUTHORITY SERVICES AS CONSTRUCTED

- UNDERGROUND TELECOMMUNICATIONS

MANAGEMENT STATEMENT

REDUCTION RATIO 1:300

REGISTERED



23.6.2010

PLAN OF
 SERVICES WORKS AS EXECUTED FOR
 COMMUNITY SCHEME, IRMA PLACE,
 FRENCHS FOREST

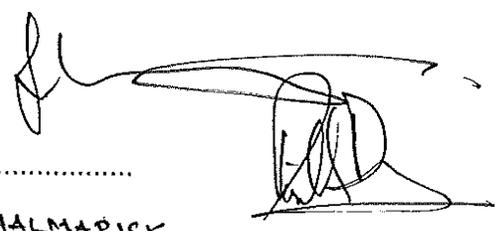
DP270670

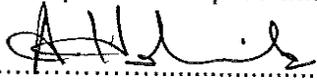
DP270670

SIGNATURES, CONSENTS AND APPROVALS

DATED 7th day of JUNE 2010

*Signature/*seal of developer/*developers authorised agent



Signature of witness 

Name, address and occupation of witness... ANDREW JOHN HALMARICK
34 MARY ST HUNTERS HILL - REGISTERED SURVEYOR

CERTIFICATE OF APPROVAL

It is certified:

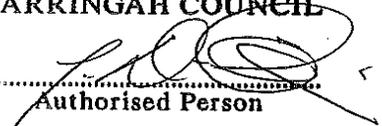
- (a) that the consent authority has approved of the development described in Development Application No. 2007/1061; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with the development as approved.

Date: 26-5-10

Signature on behalf of consent authority

.....
Authorised Officer

* Strike out whichever is inapplicable

WARRINGAH COUNCIL

.....
Authorised Person

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION NSW

REGISTERED  23.6.2010

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

Lengths are in metres

(Sheet 1 of 2 Sheets)

Plan: **PLAN OF SUBDIVISION OF LOT 1 IN D.P. 744929 AND
EASEMENT TO DRAIN WATER WITHIN LOT 1 DP 90180
COVERED BY SUBDIVISION CERTIFICATE NO.
.....10619.....OF27-10-2005.....**

**FULL NAME AND ADDRESS
OF THE OWNER OF THE LAND:**

**SYDNEY WATER CORPORATION
115-123 BATHURST STREET
SYDNEY NSW 2000**

DP1091026

PART 1 (CREATION)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a' 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 to Drain Water 1.2, 3, 3.5 and Variable Width (A)	100 Lot 1 DP 90180	Lots 13, 14, 15 DP 29925 Lot 12 DP 29829 100 Lots 13, 14 & 15 DP 29925 Lot 12 DP 29829
2	Right of Carriageway variable width (B)	101	100

Approved by Warringah Council


.....
Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A'
PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF
RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS
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(Sheet 2 of 2 Sheets)

Plan: **PLAN OF SUBDIVISION OF LOT 1 IN D.P. 744929 AND
EASEMENT TO DRAIN WATER WITHIN LOT 1 DP 90180
COVERED BY SUBDIVISION CERTIFICATE NO.
.....10619.....OF.....27.10.2005.....**

DP1091026

Signed for **SYDNEY WATER
CORPORATION**
by its Attorneys

JEFFREY FRANCIS COLENZO

.....
Ross Roland Wynn
.....

.....
Caroline de Wolff
.....

Signature of Witness

who hereby state at the time of executing
this instrument have not notice of
revocation of the Power of Attorney
registered No. 325 Book 4465 Name of Witness
under the Authority of which this
instrument has been executed.

.....
CAROLINA de Wolff
.....

.....
115 Bathurst Street, Sydney
.....
Address of Witness

.....
[Signature]
.....
Attorney

.....
[Signature]
.....
Attorney

Approved by Warringah Council

.....
[Signature]
.....
Authorised Officer



Form: 13PVP
Release: 2.0
www.lands.nsw.gov.au

**POSITIVE COVENAN
AFFECTING LAND VEST
A PRESCRIBED AUTHO**
New South Wales



AC624610P

Section 88D(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**

100/1091026

(B) **LODGED BY**

Document Collection Box 48T	Name, Address or DX and Telephone LLPN : 123819E CITYLINK	CODE PC
Reference: RP: 050038 BARTIER PERRY / 060038		

(C) **PRESCRIBED AUTHORITY**

SYDNEY WATER CORPORATION
ABN 49 776 225 038

(D) The prescribed authority, being the registered proprietor of the above land, applies to have a recording made in the Register of a positive covenant affecting the above land the terms of which are set out in a true copy of the relevant order dated 19th September, 2006 annexed hereto and marked "A" and certifies that no person or corporation has acquired an interest in the above land.

DATE _____

(E) I certify that an authorised officer of the prescribed authority, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the prescribed authority.

Signature of witness: *Carolina de Wolff*

Signature of authorised officer: *[Signature]*

Name of witness: CAROLINA de Wolff

Name: JEFFREY FRANCIS COLENZO
ROSS ROLAND WYNN

Address of witness: 115-123 Bathurst Street
SYDNEY NSW 2000

Signed for SYDNEY WATER CORPORATION by its Attorneys

JEFFREY FRANCIS COLENZO
ROSS ROLAND WYNN

who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No. 328 Book 465 under Authority of which this instrument has been executed.

PC

[Handwritten mark]

This Order by Sydney Water Corporation ABN 49 776 038 (Sydney Water) being a Prescribed Authority pursuant to s88D *Conveyancing Act* 1919 that the registered proprietor of the land having the benefit of the right of carriageway variable width created on registration of Deposited Plan 1091026 shall only be entitled to use the right of carriageway in accordance with the terms of this Order.

The registered proprietor must:

- 1 at its own cost and only in accordance with the plans and specifications required and approved by Sydney Water, pier down on either side of Sydney Water's watermain located within that part of Lot 101 Deposited Plan 1091026 burdened by the right of carriageway and construct a suspended bridge over that part of the right of carriageway which is directly over Sydney Water's watermain.
- 2 at its own cost, keep, maintain, repair and if required by Sydney Water Corporation, reconstruct the piers and bridge crossing to the standard required by Sydney Water.
- 3 indemnify Sydney Water for all damage caused as a result of any watermain break or maintenance work carried out by Sydney Water, its servants or agents on Sydney Water's watermain PROVIDED THAT Sydney Water Corporation shall only be responsible after any such main break or maintenance of its watermain for making the said land safe for use unless any damage to the piers or bridge crossing was caused solely through the negligence of Sydney Water Corporation, its servants, agents, contractors or successors.
- 4 at all times bear all risk of and responsibility and liability for or in connection with damage to Sydney Water's watermain or to any property (real or personal) or injury to any person (including death) at any time in or upon the said land arising from a break of or maintenance to Sydney Water's watermain or arising from construction or maintenance of the piers or bridge crossing or the existence thereof or arising from the use of the right of carriageway, piers and bridge crossing and the registered proprietor releases to the full extent permitted by law Sydney Water Corporation its agents, employees, contractors, successors and assigns from all suits, actions, demands, claims or damages of every kind resulting from any accident, damage or injury of whatsoever nature to any property (real or personal) or persons (including death) occurring therein and in connection with use of the right of carriageway, piers or bridge crossing or the existence of such piers or bridge crossing PROVIDED THAT in the case of any break of or in or maintenance to Sydney Water's main the damage or injury has been or is caused or contributed to, either directly or indirectly by the wilful, unlawful or negligent act, default or omission of the registered proprietor, their servants, agents, employees, contractors, invitees or successors.



- 5 at all times bear all risk of and responsibility and reliability for and in connection with any damage which may be caused by the registered proprietor or persons other than Sydney Water to Sydney Water's watermain during any construction or maintenance works within the right of carriageway.
- 6 not make or permit or suffer to be made any alteration to the existing surface levels of the right of carriageway by any means whatsoever other than to construct and seal in a reasonable and workmanlike manner and maintain in a proper state of repair at their own cost, an access road (in addition to the bridge crossing referred to above) within the right of carriageway to provide all weather access to the land having the benefit of the right of carriageway.
- 7 not place or permit or suffer to be placed or stacked or remain on the right of carriageway any construction materials or any article of plant or other stores filling rubbish or other material whatsoever.
- 8 not erect, construct or place upon the right of carriageway or permit or suffer to be erected, constructed or placed on the right of carriageway any building or other structure except the piers and bridge crossing previously referred to.
- 9 not use or permit or suffer the right of carriageway to be used in a way which would prevent or obstruct Sydney Water Corporation its servants or agents from gaining access to Sydney Water's watermain at any time, day or night.
- 10 not park any vehicle or permit or suffer any vehicles to be parked on the right of carriageway AND Sydney Water Corporation shall be entitled to remove any vehicles parked on the right of carriageway when required.
- 11 acknowledge Sydney Water, its servants and agents will have full access to the right of carriageway by day or night for maintenance purposes in respect of Sydney Water's watermain and for the purposes of discharging its statutory functions under *Sydney Water Act 1994* and Sydney Water shall not be obliged during any such period of user on its part to provide any or any alternative access to the land having the benefit of the right of carriageway NOTWITHSTANDING that the access and user by Sydney Water Corporation referred to above shall interfere with the use of the right of carriageway by any person entitled.
- 12 must not deviate and will not permit or suffer any other person to deviate from the right of carriageway.
- 13 only use or permit or suffer to be used in passing over and along the right of carriageway any vehicle having a gross weight not exceeding the gross weight notified in writing from time to time by Sydney Water acting reasonably on the advice provided by a qualified and suitably experienced structural engineer to the registered proprietor.



R.R. Wynn

Sydney Water Corporation shall be the body empowered to release, vary or modify the terms of this positive covenant.

Dated: 19th September 2006

SIGNED for and on behalf of **SYDNEY WATER CORPORATION** by its duly appointed attorneys
... **JEFFREY FRANCIS COLENSO**
and **ROSS ROHANA WYNN**
pursuant to Power of Attorney registered Book 4465 No 323 in the presence of:

[Handwritten signature]
.....
[Handwritten signature]
.....

[Handwritten signature]
.....
Signature of witness

[Handwritten name]
.....
Name of witness

115-123 Bathurst Street
SYDNEY NSW 2000
.....
Address of witness

Northern Beaches Council Planning Certificate – Part 2

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 230526
Date: 31/08/2023
Certificate No. ePLC2023/05538

Address of Property: 2 Irma Place FRENCHS FOREST NSW 2086
Description of Property: Lot 3 DP 270670

Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

1. Relevant planning instruments and Development Control Plans

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
SEPP 65 – Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX)

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 9, 10

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 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 ensure that low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

(c) Additional permitted uses

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

(d) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

(2) Zoning and land use under draft Local Environmental Plans

For any proposed changes to zoning and land use, see Part 1.2 (a)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

3. Contribution plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

Nil

4. Complying Development

If the land is land on which 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 that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

Complying Development under the Housing Code may be carried out on all of the land.

Part 3A Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

Part 3B Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

Part 3C Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

Part 3D Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Part 4 Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out on all of the land.

Part 4A General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

Part 5 Industrial and Business Alterations Code

Complying Development under the Industrial and Business Alterations Code may be carried out on all of the land.

Part 5A Industrial and Business Buildings Code

Complying Development under the Industrial and Business Buildings Code may be carried out on all of the land.

Part 5B Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

Part 6 Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

Part 7 Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

Part 8 Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

If the land is land on which 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 that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

(b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(c) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this section—

affected building notice has the same meaning the *Building Products (Safety) Act 2017, Part 4*.
building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

9. Flood related development controls

(1) The land is not within the flood planning area and subject to flood related development controls.

(2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. Council and other public authority policies on hazard risk restriction

(a) Council has adopted policies that restrict 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 (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

(b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Bush Fire Prone Land

This land is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land. The requirements of the NSW Rural Fire Service

document Planning for Bush Fire Protection apply to this land. For further information please contact the Northern Beaches District NSW Rural Fire Service.

11. Bush fire prone land

Some of the land is bush fire prone land.

12. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

13. Mine Subsidence

The land is not declared to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

15. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

16. Biodiversity Stewardship Sites

The Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

17. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

18. Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of the existence of an order 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 owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

21. Development consent conditions for seniors housing

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

22. Site compatibility certificate and conditions for affordable rental housing

(1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Additional matters under the Contaminated Land Management Act 1997

Note. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

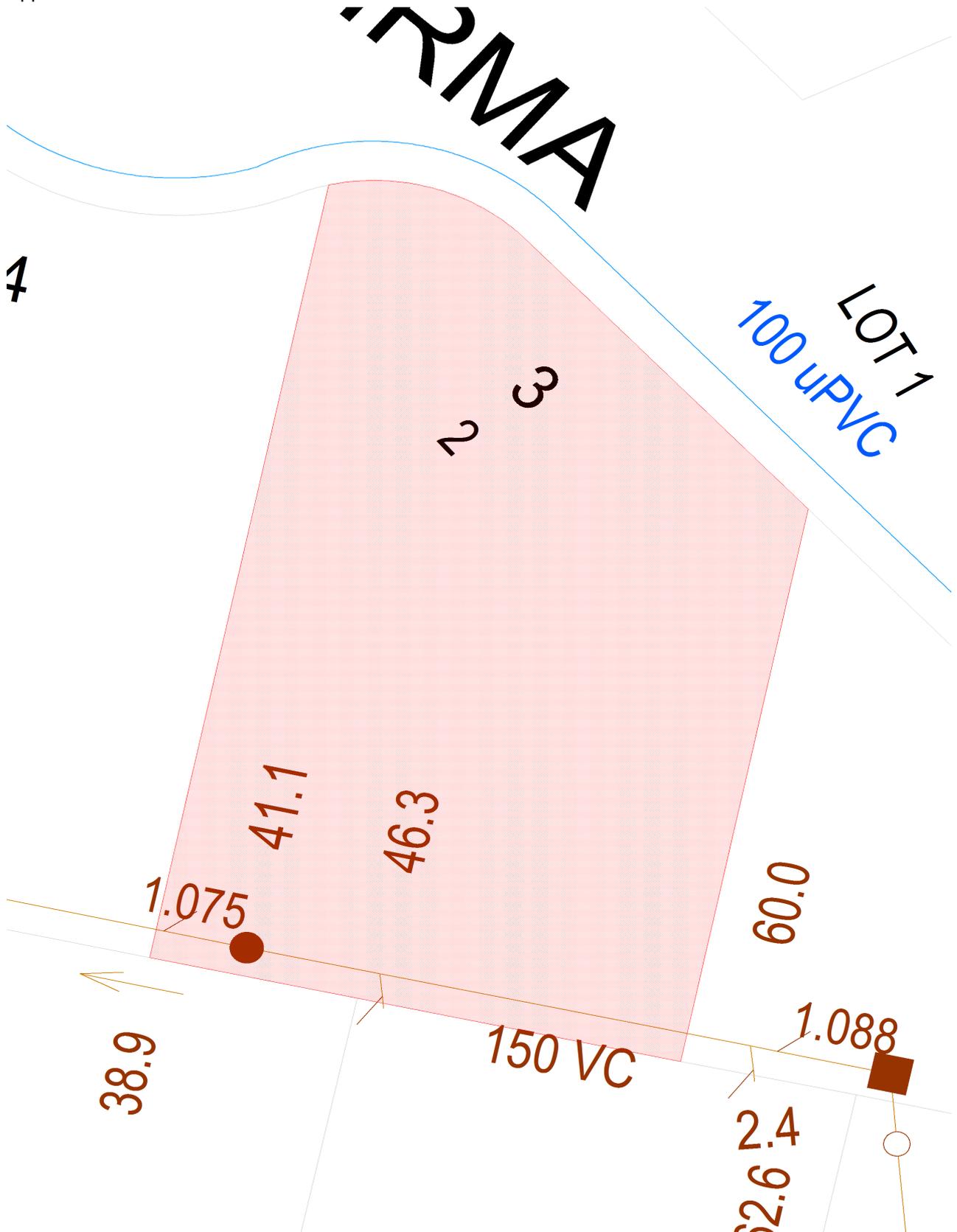
If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.



Scott Phillips
Chief Executive Officer

31/08/2023

Service Location Print
Application Number: 8002757581



Document generated at 31-08-2023 01:20:42 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

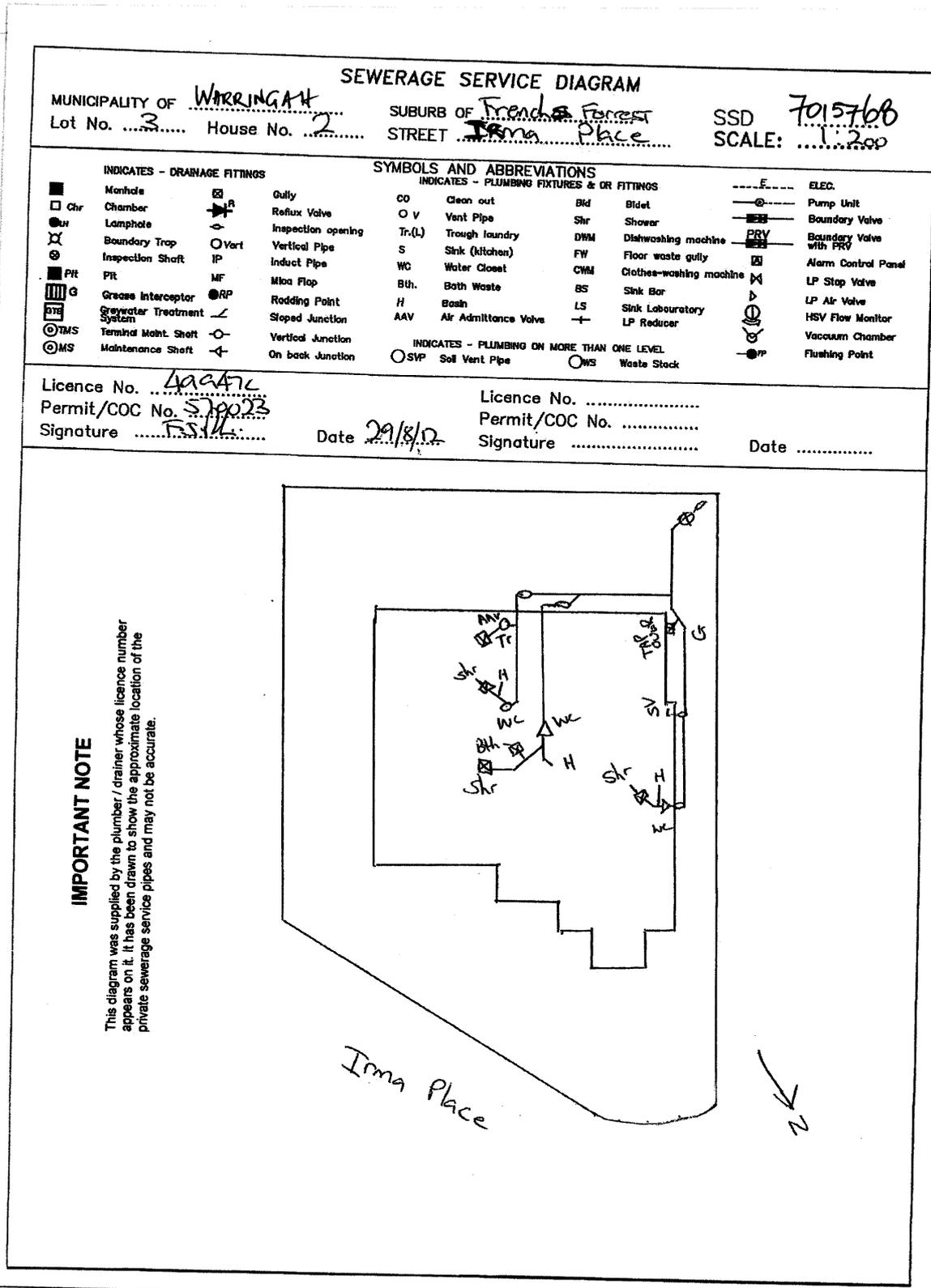
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Sewer Service Diagram

Application Number: 8002757565



Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	86e4daf5
Property Address:	2 IRMA PLACE FRENCHS FOREST
Date of Registration:	17 April 2022
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground pool

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	86e4daf5
Property Address:	2 IRMA PLACE FRENCHS FOREST
Expiry Date:	14 April 2025
Issuing Authority:	Jennifer Elaine Rose - Registered Certifier - bdc2862

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use