

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Valley Estate Agents 444a High Street, Maitland, NSW 2320	Phone:(02) 4934 1901 Email: sales@valleyestateagents.com.au Ref: Alana Barker

co-agent

vendor

vendor's solicitor

date for completion	42nd day after the contract date (clause 15)
land (address, plan details and title reference)	32 Angophora Drive, Pokolbin, New South Wales 2320 Registered Plan: Lot 45 Plan DP 270372 Folio Identifier 45/270372

improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies
attached copies	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: garden shed
	documents in the List of Documents as marked or numbered: other documents:

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other: Remote control to garage door, alarm, barbeque
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."

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 (ELM) (clause 4): PEXA
Manual transaction (clause 30) NO yes
 (if yes, vendor must provide further details, including any applicable exception, 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 a **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 to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 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 checked="" type="checkbox"/> 49 property certificate for community property <input checked="" type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input checked="" 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 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 type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Bright & Duggan Strata Management
 2/15 Wickham Street, Wickham, NSW 2293 Australia

Phone: 99027100

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

32 Angophora Drive, Pokolbin, NSW 2320

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 an in respect of the sale by auction of land:
 - a. The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - b. A bid for the seller 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 seller.
 - c. The highest bidder is the Purchaser, subject to the 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 interest of the seller.
 - 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.
 - 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. One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - c. When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

The terms of the printed Contract to which these additional clauses are annexed will be read subject to the following. If there is a conflict between the additional clauses and the printed Contract, then these additional clauses will prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions will be severed from this Contract and such remaining provisions will remain in full force and effect.

33 ALTERATIONS TO PRINTED FORM

33.1 Definitions – *settlement cheque is amended to read as “bank cheque”*

33.2 Clauses 5.2.1 and 5.2.3 are deleted.

33.3 Clause 7.1.1 is amended by deleting the words ‘5% of the price’ and inserting ‘\$1’ in their place.

33.4 Clauses 7.1.3 and 8.1.3 the number 14 is to be replaced with the number 7.

33.5 Clause 7.2.2 is deleted.

33.6 Clause 8.1.1 is amended by deleting the words “on reasonable grounds”

33.7 Clause 11.2 is deleted.

33.8 Clause 13.13.1 is amended by replacing ‘5 days’ with ‘14 days’ and add new clause “13.13.5 If the RW Payment Notification is not provided to the Vendor’s office 14 days prior to settlement then the Purchaser shall pay to the Vendor the sum of \$77.00 to cover legal costs and expenses incurred as a consequence of the Purchaser’s delay.”

33.9 Clause 14.4.2 is amended by deleting the words “the person who owned land owned no other land”.

33.10 Clause 16 is amended by adding 16.6.1 “If a party serves a Land Tax certificate that is not clear, the Vendor does not have to clear the Land Tax on or before settlement but must have the Land Tax cleared within a reasonable time after settlement”.

33.11 Clauses 23.6, 23.7 and 23.9 are deleted.

33.12 Clause 23.13 is amended by replacing ‘vendor’ with ‘purchaser’.

33.13 Clause 23.14 is deleted.

33.14 Clause 24.3.3 is deleted.

33.15 Clause 25 is deleted.

33.16 Clause 28 is deleted.

33.17 Clause 29 is deleted.

33.18 Clause 30.3.1 is amended by replacing the words “each party must bear equally any disbursements and fees and otherwise bear that party’s own costs” with “the purchaser will pay to the Vendor the amount of \$220 for the Vendor’s legal fees and disbursements as a genuine pre-estimate of those additional expenses, to be allowed an additional adjustment on completion.”

33.19 Clause 31.4 is deleted.

34 REAL ESTATE AGENT

The Purchaser was not introduced to the Property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent or co-agent, if any, specified in this contract). The Purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. The right continues after completion.

35 NOTICE TO COMPLETE

35.1 If either party is unable or unwilling to complete the contract by the date specified, then the other party shall be entitled at any time on or after the completion date to serve a Notice to Complete making time of the essence of the agreement. Such Notice shall give not less than fourteen (14) day's notice after the day immediately following the day on which that Notice is received by the recipient of the notice. The notice may nominate a specific hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. The party issuing the Notice to Complete shall be at liberty to withdraw that Notice without prejudice to that party's continuing right to give any further Notice to Complete under clause 15.

35.2 Further, if it becomes necessary for the Vendor to issue a Notice to Complete pursuant to this clause, then the Purchaser shall pay to the Vendor the sum of \$440.00 to cover legal costs and expenses incurred as a consequence of the Purchaser's delay, as a genuine pre-estimate of those additional expenses, to be allowed an additional adjustment on completion.

36 SERVICE OF DOCUMENTS

36.1 In addition to the provisions of Clause 20 of this Contract, the parties hereby agree that service of any document or Notice to Complete is considered effected on the party receiving the document or Notice to Complete and that party's legal representative if:

36.1.1 the document or Notice to Complete is sent via email to the legal representative or the office of the party receiving the document or Notice to Complete; or

36.2 The parties hereby agree that service of any document or Notice to Complete shall be deemed to be duly given or made if the provisions of the above clause 36.1 are met. In the event that the time of dispatch is not before 5:00pm (AEDT), the parties agree that service is considered to have occurred the next business day.

37 COUNTERPARTS AND ELECTRONIC SIGNATURE

37.1 This Contract may be executed:

37.1.1 In a number of counterparts together make one instrument; and/or

37.1.2 Electronically by both parties using DocuSign or by exchanging electronic copies of original signatures on this Contract.

37.2 The parties acknowledge and agree that:

37.2.1 This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.

37.2.2 the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other

version will be provided unless otherwise agreed between the parties in writing.

37.2.3 They are to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not make a Claim because of anything contained in this clause.

37.3 The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and any terms and conditions of DocuSign, in relation to the execution of this Contract.

38 LATE COMPLETION

If the Purchaser fails to complete this purchase by the completion date, without default by the Vendor, then the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent 10% per annum interest on the balance of purchase monies, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

39 CONDITION OF PROPERTY

39.1 The Purchaser accepts the Property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

39.2 The Purchaser accepts the inclusions specified in this Contract in their present state and condition, subject to fair wear and tear and the Vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear occurring after the Contract date.

40 ENTIRE AGREEMENT

The Purchaser acknowledges that this Contract constitutes the whole agreement between the parties and the Purchaser does not rely upon any warranty, statement or representation made or given by or on behalf of the Vendor except as expressly provided within this Contract. The Purchaser further acknowledges that the property has been inspected by the Purchaser and warrants that they have made their own enquiries, investigations and inspections prior to entering into this Contract and further warrants that they are satisfied with the results of those enquiries, investigations and inspections. The Purchaser will not be entitled to make any objection, raise any requisition, claim for compensation, rescind this Contract or attempt to delay completion in respect of any matter referred to in this special condition.

41 CAPACITY

- 41.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:
- 41.1.1 being an individual, dies or becomes mentally ill, then either party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
 - 41.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enter into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.
- 41.2 The Purchaser warrants that the Purchaser has the legal capacity to enter into this contract.

42 TRANSFER

Sufficient particulars of title for the preparation of the Transfer are contained in this contract and the Purchasers shall not require the Vendors to provide any further Statement of Title.

43 RESIDENTIAL WITHHOLDING PAYMENT

- 43.1 This special condition applies if 14-E of Schedule 1 of the Taxation Administration Act 1953 (The Tax Act) applies to the sale of the Property.
- 43.1.1 If this clause applies, the Vendor is deemed to satisfy its requirements under The Tax Act by notice under this Contract, and the Purchaser agrees to comply with their obligations under the Residential Withholding payment scheme under The Tax Act and provided the Purchaser complies with its obligations under this Contract, the parties agree to adjust the balance of the Purchase Price on Completion to all for the Residential Withholding Payment.
 - 43.1.2 The Purchaser warrants that it will comply with its obligations under The Tax Act and produce on Completion either:
 - 43.1.3 Written evidence that the Residential Withholding Payment has been paid to the Australian Taxation Office in relation to the Property; or
 - 43.1.4 A bank cheque payable to the Deputy Commissioner of Taxation for the Residential Withholding Payment,
 - 43.1.5 If the Purchaser provides payment in accordance with clause 42.1.4, the Purchaser warrants to provide the bank cheque to the Australian Taxation Office as soon as practicable after Completion and within the time provided under The Tax Act.
 - 43.1.6 If the Purchaser does not comply with this special condition 41, then the Vendor may delay Completion and charge interest in accordance with this Contract, until such time the Purchaser has complied with its obligations under this clause.
 - 43.1.7 In the event the Purchaser does not pay the Residential Withholding Payment to the Australian Taxation Office or does not produce a bank cheque at completion in accordance with this clause, the Vendor retains the right to payment of the full consideration payable under this Contract. This clause does not merge on completion.

- 43.1.8 The Purchaser indemnifies the Vendor from any interest, penalty and or legal and or accounting costs that may be incurred by the Vendor due to the Purchasers failure to comply with this clause or their requirements under the Tax Act, and includes but is not limited to non-payment or delay in payment following Completion, even if such delay is incurred due to a third party. This clause will not merge on completion.
- 43.1.9 The Purchaser may not make any claim, requisition or delay Completion on account of any item arising out of this clause.

44 DEPOSIT

- 44.1 Notwithstanding any other provision of this contract, if a cooling off period applies, then the deposit may be paid by 2 instalments as follows:
- 44.1.1 an amount equivalent to 0.25% of the price – on or before the making of this contract;
- 44.1.2 the balance of the deposit – no later than 5.00pm on the 5th business day after the date of this contract.
- 44.2 The parties agree that, in the event that the Purchaser requests to use a Deposit Bond and the Vendor accepts the use of a Deposit Bond, a deposit bond Guarantee is to be used as a form of deposit the following terms are applicable:
- 44.2.1 In this contract “Bond” means a deposit bond provided by any institution agreed to by the Vendor and issued to the Vendor at the request of the Purchaser in an amount and form approved by the Vendor.
- 44.2.2 The bond will be equivalent to the amount of the full 10% deposit.
- 44.2.3 The bond will be dealt with as if it were a cash deposit under the contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the deposit.
- 44.2.4 At settlement, the Purchaser must pay to the Vendor in addition to all other monies payable under this contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.
- 44.3 In the event that the Purchaser should pay a deposit less than ten per cent (10%) of the purchase price, then the deposit is to be paid in two instalments as follows:
- 44.3.1 the first part of the deposit on signing of this Contract or at the expiry of the cooling off period (whichever applies); and
- 44.3.2 the second part of the said ten per cent (10%) of the purchase price shall be paid on the completion or immediately on a default by the Purchaser observing any terms and condition of the Contract. On default by the Purchaser, the balance of the deposit shall immediately become payable to the Vendor and shall be payable notwithstanding that this contract may be terminated as a consequence of the Purchaser’s default.

45 RELEASE OF DEPOSIT

Notwithstanding anything else herein contained the deposit or any part of the deposit as the Vendor may require to be released for the purpose of a deposit, stamp duty, balance purchase monies on the purchase of Real Estate, any other purpose the Vendor may require, or for the discharge of any mortgage or caveat encumbering the subject land. The execution of this agreement shall be full and irrevocable authority to the stakeholder named herein to release such deposit forthwith as the Vendor may direct.

46 WARRANTY BY PURCHASER

The Purchaser warrants:

- 46.1 that prior to the later of exchange of contracts, or expiration of the cooling off period, the Purchaser has obtained an approval of Credit in an amount and on reasonable terms to enable the Purchaser to pay for the Property and to complete this contract; OR
- 46.2 that the Purchaser does not require any Credit or Loan to pay for the Property and complete this Contract.

47 GUARANTEE FOR CORPORATE PURCHASER

In consideration the the vendor contracting with the corporate purchaser,

[] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser’s obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by)
the guarantors in the presence of:)

Signature of Witness

Signature

Print Name of Witness

48 SEWER

The Vendor discloses that the sewer diagram attached to the Contract for Sale is the only diagram available for the Property and the Purchaser will not make any objection, requisition, claim for compensation, attempt to delay completion or rescind this Contract by reason of such.

49 COVID19

In the event of an enforced “lockdown” or in the event that the Vendor (or in the event of multiple Vendors then any one of them) contracts the Covid19 virus, the Vendor may extend the date for completion by a further 7 days and the Purchaser cannot issue a Notice to Complete.

50 DEED

The Purchaser acknowledges that they will be required to enter into a Deed of Novation (or the like) as provided by the Developer's Solicitor prior to settlement and that any fees in relation to same will need to be adjusted by the Purchaser on settlement.

A copy of this document is attached to this contract.

As per the ...
 The ...

REGISTRATION OF TITLE

REGISTRATION

This project is based on the ...

Relative to ...

Property ...

Klasifikasi	Keterangan
1. ... 2. ... 3. ... 4. ...	
1. ...	
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1. ...	
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1. ...	

1. The following are the main types of chemical reactions:
 - (a) Combination reaction
 - (b) Decomposition reaction
 - (c) Displacement reaction
 - (d) Double displacement reaction
2. In a combination reaction, two or more substances combine to form a single product.
 - (a) $2H_2 + O_2 \rightarrow 2H_2O$
 - (b) $C + O_2 \rightarrow CO_2$
 - (c) $Ca + O_2 \rightarrow CaO$
 - (d) $2Mg + O_2 \rightarrow 2MgO$
3. In a decomposition reaction, a single substance breaks down into two or more products.
 - (a) $2H_2O \rightarrow 2H_2 + O_2$
 - (b) $CaCO_3 \rightarrow CaO + CO_2$
 - (c) $2KClO_3 \rightarrow 2KCl + 3O_2$
 - (d) $2FeSO_4 \rightarrow Fe_2O_3 + SO_2 + SO_3$
4. In a displacement reaction, a more reactive element displaces a less reactive element from its compound.
 - (a) $Zn + CuSO_4 \rightarrow ZnSO_4 + Cu$
 - (b) $Mg + FeSO_4 \rightarrow MgSO_4 + Fe$
 - (c) $Fe + CuSO_4 \rightarrow FeSO_4 + Cu$
 - (d) $Al + Fe_2O_3 \rightarrow Al_2O_3 + Fe$
5. In a double displacement reaction, two compounds exchange their ions to form two new compounds.
 - (a) $NaCl + AgNO_3 \rightarrow NaNO_3 + AgCl$
 - (b) $CaCl_2 + Na_2CO_3 \rightarrow CaCO_3 + 2NaCl$
 - (c) $2KBr + Cl_2 \rightarrow 2KCl + 2Br_2$
 - (d) $2KI + Pb(NO_3)_2 \rightarrow PbI_2 + 2KNO_3$
6. The following are the signs of a chemical reaction:
 - (a) Change in color
 - (b) Change in temperature
 - (c) Evolution of gas
 - (d) Formation of a precipitate
7. The following are the types of chemical reactions:
 - (a) Exothermic reaction: A reaction in which heat is evolved.
 - (b) Endothermic reaction: A reaction in which heat is absorbed.
 - (c) Redox reaction: A reaction in which oxidation and reduction take place simultaneously.
 - (d) Spontaneous reaction: A reaction that occurs without any external intervention.
 - (e) Non-spontaneous reaction: A reaction that does not occur without any external intervention.
8. The following are the factors that affect the rate of a chemical reaction:
 - (a) Temperature: The rate of a chemical reaction increases with an increase in temperature.
 - (b) Concentration: The rate of a chemical reaction increases with an increase in the concentration of the reactants.
 - (c) Surface area: The rate of a chemical reaction increases with an increase in the surface area of the reactants.
 - (d) Catalyst: A substance that increases the rate of a chemical reaction without being consumed in the reaction.
9. The following are the types of chemical reactions:
 - (a) Combustion reaction: A reaction in which a substance reacts with oxygen to form heat and light.
 - (b) Neutralization reaction: A reaction in which an acid reacts with a base to form a salt and water.
 - (c) Oxidation reaction: A reaction in which a substance loses electrons.
 - (d) Reduction reaction: A reaction in which a substance gains electrons.
10. The following are the types of chemical reactions:
 - (a) Synthesis reaction: A reaction in which two or more substances combine to form a single product.
 - (b) Analysis reaction: A reaction in which a single substance breaks down into two or more products.
 - (c) Displacement reaction: A reaction in which a more reactive element displaces a less reactive element from its compound.
 - (d) Double displacement reaction: A reaction in which two compounds exchange their ions to form two new compounds.

1. Name of the person or persons who have been appointed as assessors for the year 1999: [Name]

REQUISITIONS ON TITLE

2009 10/1/09

2. Name of the person or persons who have been appointed as assessors for the year 1999: [Name]

3. Name of the person or persons who have been appointed as assessors for the year 1999: [Name]

REQUISITION	REMARKS
1. The name of the person or persons who have been appointed as assessors for the year 1999: [Name]	
2. The name of the person or persons who have been appointed as assessors for the year 1999: [Name]	
3. The name of the person or persons who have been appointed as assessors for the year 1999: [Name]	
4. The name of the person or persons who have been appointed as assessors for the year 1999: [Name]	
5. The name of the person or persons who have been appointed as assessors for the year 1999: [Name]	
6. The name of the person or persons who have been appointed as assessors for the year 1999: [Name]	
7. The name of the person or persons who have been appointed as assessors for the year 1999: [Name]	
8. The name of the person or persons who have been appointed as assessors for the year 1999: [Name]	
9. The name of the person or persons who have been appointed as assessors for the year 1999: [Name]	

QUESTION	ANSWER
<p>1. In the following, write the correct answer.</p> <p>1. The number of sides of a regular polygon is 10. Find the measure of each interior angle.</p>	
<p>2. The perimeter of a square is 40 cm. Find the length of its side.</p> <p>3. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.</p> <p>4. The perimeter of a square is 40 cm. Find the length of its side.</p> <p>5. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.</p> <p>6. The perimeter of a square is 40 cm. Find the length of its side.</p> <p>7. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.</p>	
<p>8. The perimeter of a square is 40 cm. Find the length of its side.</p> <p>9. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.</p>	
<p>10. The perimeter of a square is 40 cm. Find the length of its side.</p> <p>11. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.</p>	
<p>12. The perimeter of a square is 40 cm. Find the length of its side.</p> <p>13. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.</p>	
<p>14. The perimeter of a square is 40 cm. Find the length of its side.</p> <p>15. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.</p>	
<p>16. The perimeter of a square is 40 cm. Find the length of its side.</p> <p>17. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.</p>	
<p>18. The perimeter of a square is 40 cm. Find the length of its side.</p> <p>19. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.</p>	
<p>20. The perimeter of a square is 40 cm. Find the length of its side.</p> <p>21. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.</p>	
<p>22. The perimeter of a square is 40 cm. Find the length of its side.</p> <p>23. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.</p>	
<p>24. The perimeter of a square is 40 cm. Find the length of its side.</p> <p>25. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.</p>	

1. The perimeter of a square is 40 cm. Find the length of its side.

2. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.

3. The perimeter of a square is 40 cm. Find the length of its side.

4. The area of a rectangle is 120 cm². If one side is 10 cm, find the other side.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 45/270372

SEARCH DATE	TIME	EDITION NO	DATE
30/6/2022	2:30 PM	6	25/9/2019

LAND

LOT 45 IN COMMUNITY PLAN DP270372
AT ROTHBURY
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF ROTHBURY COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP270372

FIRST SCHEDULE

STEPHEN WILLIAM NORRIS
LINDA JANE NORRIS
AS JOINT TENANTS (T AC543781)

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270372
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 DP270343 RIGHT OF ACCESS VARIABLE WIDTH (K) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1038043 RIGHT OF ACCESS VARIABLE WIDTH (K) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1038043 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (23) IN S.88B INSTRUMENT
- 7 DP1038043 RIGHT OF ACCESS 3 METRE(S) WIDE (X) APPURTENANT TO THE LAND ABOVE DESCRIBED
8899301 VARIATION OF EASEMENT DP1038043
- 8 DP1038043 POSITIVE COVENANT REFERRED TO AND NUMBERED (28) IN S.88B INSTRUMENT
- 9 DP1038043 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (43) IN THE S.88B INSTRUMENT
- 10 DP270372 POSITIVE COVENANT REFERRED TO AND NUMBERED (1) IN S.88B INSTRUMENT (DOC.1)
- 11 AD119653 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (SEE AP28134)
- 12 DP271095 RIGHT OF ACCESS 4 METRE(S) WIDE AND VARIABLE (F) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- * 13 DP271341 RIGHT OF ACCESS 4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED(DOC.1)

END OF PAGE 1 - CONTINUED OVER

20221807

PRINTED ON 30/6/2022

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 45/270372

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20221807

PRINTED ON 30/6/2022

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FOLIO: 1/270372

SEARCH DATE	TIME	EDITION NO	DATE
18/7/2022	5:16 PM	7	9/9/2020

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270372
 AT ROTHBURY
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF ROTHBURY COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP270372

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270372
 ADDRESS FOR SERVICE OF DOCUMENTS:
 C/- MONTEATH & POWYS STRATA MANAGEMENT PTY LIMITED
 PO BOX 743
 NEWCASTLE 2300

SECOND SCHEDULE (23 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
 COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
 AA526021 AMENDMENT TO MANAGEMENT STATEMENT. EXISTING
 SERVICE WORKS PLAN AND ACCESSWAY PLAN SHEETS 47 &
 48 REPLACED WITH SHEETS 47A & 48A.
 AB476431 AMENDMENT TO MANAGEMENT STATEMENT: EXISTING
 SERVICE WORKS PLAN SHEET 47A REPLACED WITH
 REPLACEMENT SHEET 47B
 AH733931 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 27
 ADDED. SEE ANNEXURE 'B' OF THE MANAGEMENT
 STATEMENT.
 AQ188371 AMENDMENT TO MANAGEMENT STATEMENT. SERVICE WORKS
 PLAN REPLACED. SEE AQ188371.
- 3 DP270343 RIGHT OF ACCESS VARIABLE WIDTH (K) APPURTENANT TO
 THE LAND ABOVE DESCRIBED
- 4 DP1038043 RIGHT OF ACCESS VARIABLE WIDTH (K) APPURTENANT TO THE
 LAND ABOVE DESCRIBED
- 5 DP1038043 POSITIVE COVENANT REFERRED TO AND NUMBERED (17) IN
 THE S.88B INSTRUMENT
- 6 DP1038043 POSITIVE COVENANT REFERRED TO AND NUMBERED (22) IN
 THE S.88B INSTRUMENT
- 7 DP1038043 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
 NUMBERED (23) IN S.88B INSTRUMENT
- 8 DP1038043 RIGHT OF ACCESS 3 METRE(S) WIDE (X) APPURTENANT TO

END OF PAGE 1 - CONTINUED OVER

FOLIO: 1/270372

PAGE 2

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

THE LAND ABOVE DESCRIBED

8899301 VARIATION OF EASEMENT DP1038043

- 9 DP1038043 POSITIVE COVENANT REFERRED TO AND NUMBERED (28) IN S.88B INSTRUMENT
- 10 DP1038043 EASEMENT FOR IRRIGATION (AG) AFFECTING THE PART(S) SHOWN DESIGNATED (EG) IN THE TITLE DIAGRAM
- AA157561 RELEASED IN SO FAR AS IT IS APPURTENANT TO LOT 1 IN DP270343
- AA190967 RELEASED IN SO FAR AS IT IS APPURTENANT TO LOT 36 IN DP270343
- AA216175 RELEASED IN SO FAR AS IT IS APPURTENANT TO LOT 27 IN DP270343
- AA190968 RELEASED IN SO FAR AS IT IS APPURTENANT TO LOT 31 IN DP270343
- DP1060291 RELEASED IN SO FAR AS IT IS APPURTENANT TO LOTS 202, 204 & 206 IN DP1060291
- AA32618 RELEASED IN SO FAR AS IT IS APPURTENANT TO LOTS 26, 28, 29, 30, 32, 33, 34 & 35 IN DP270343
- DP1077114 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 1306 DP1077114
- DP1142579 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 1600 IN DP1142579
- DP1158698 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 2100 IN DP1158698
- 11 DP1038043 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (43) IN THE S.88B INSTRUMENT
- 12 DP270372 RIGHT OF ACCESS 4 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- DP1198438 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 1701 IN DP1198438
- 13 DP270372 EASEMENT FOR DRAINAGE 3 METRE(S) WIDE (C) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 14 DP270372 EASEMENT FOR DRAINAGE 3 METRE(S) WIDE (D) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 15 DP270372 EASEMENT FOR DRAINAGE 4 METRE(S) WIDE (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- DP1077114 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 1306 DP1077114
- DP1142579 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 1600 IN DP1142579
- DP1158698 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 2100 IN DP1158698

END OF PAGE 2 - CONTINUED OVER

20222024

PRINTED ON 18/7/2022

FOLIO: 1/270372

PAGE 3

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

- DP1198438 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT
1701 IN DP1198438
- DP1202101 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOTS
1901 & 1902 IN DP1202101
- DP1250045 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT
2401 IN DP1250045
- 16 DP270372 EASEMENT FOR DRAINAGE VARIABLE WIDTH (F) AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC.1)
- 17 DP270372 EASEMENT FOR DRAINAGE VARIABLE WIDTH (G) AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC.1)
- DP1077114 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT
1306 DP1077114
- DP1142579 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT
1600 IN DP1142579
- DP1158698 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT
2100 IN DP1158698
- DP1198438 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT
1701 IN DP1198438
- DP1202101 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOTS
1901 & 1902 IN DP1202101
- DP1250045 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT
2401 IN DP1250045
- 18 DP270372 EASEMENT FOR DRAINAGE 3 METRE(S) WIDE AND VARIABLE
(H) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 19 DP270372 EASEMENT FOR ELECTRICITY SUBSTATION 5.5 METRE(S)
WIDE (J) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM (DOC.1)
- 20 DP270372 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN
S.88B INSTRUMENT (DOC.1)
- 21 DP270372 EASEMENT FOR DRAINAGE 3 METRE(S) WIDE (K)
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2)
- 22 DP270372 REGISTERED.
- 23 ATTENTION IS DIRECTED TO THE SCHEDULE OF UNIT ENTITLEMENT HAS
BEEN REVISED - SEE REPLACEMENT SHEET 6D & AC438692

NOTATIONS

- DP270372 NOTE: REGISTERED 28-4-2004. SUBDIVIDES LOT 41 INTO LOTS
42-68 IN DP270372.
- DP270372 NOTE: REGISTERED 28-4-2004. REPLACEMENT SHEETS 47A & 48A.
- DP270372 NOTE: REGISTERED 27-01-2005 SUBDIVIDES LOT 40 INTO LOTS
69-80 IN DP270372
- DP270372 NOTE: REGISTERED 15.06.2005. SUBDIVISION OF LOT 68 INTO LOTS
81-86 IN DP270372

END OF PAGE 3 - CONTINUED OVER

20222024

PRINTED ON 18/7/2022

FOLIO: 1/270372

PAGE 4

NOTATIONS (CONTINUED)

DP270372 NOTE: REGISTERED 15.06.2005. REPLACEMENT SHEET 47B

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20222024

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LOCATION MAP
Project No. 1000-1000

Scale of Map: 1" = 100'
THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
CITY OF SACRAMENTO

PROJECT 1000-1000

DATE: 10/1/00

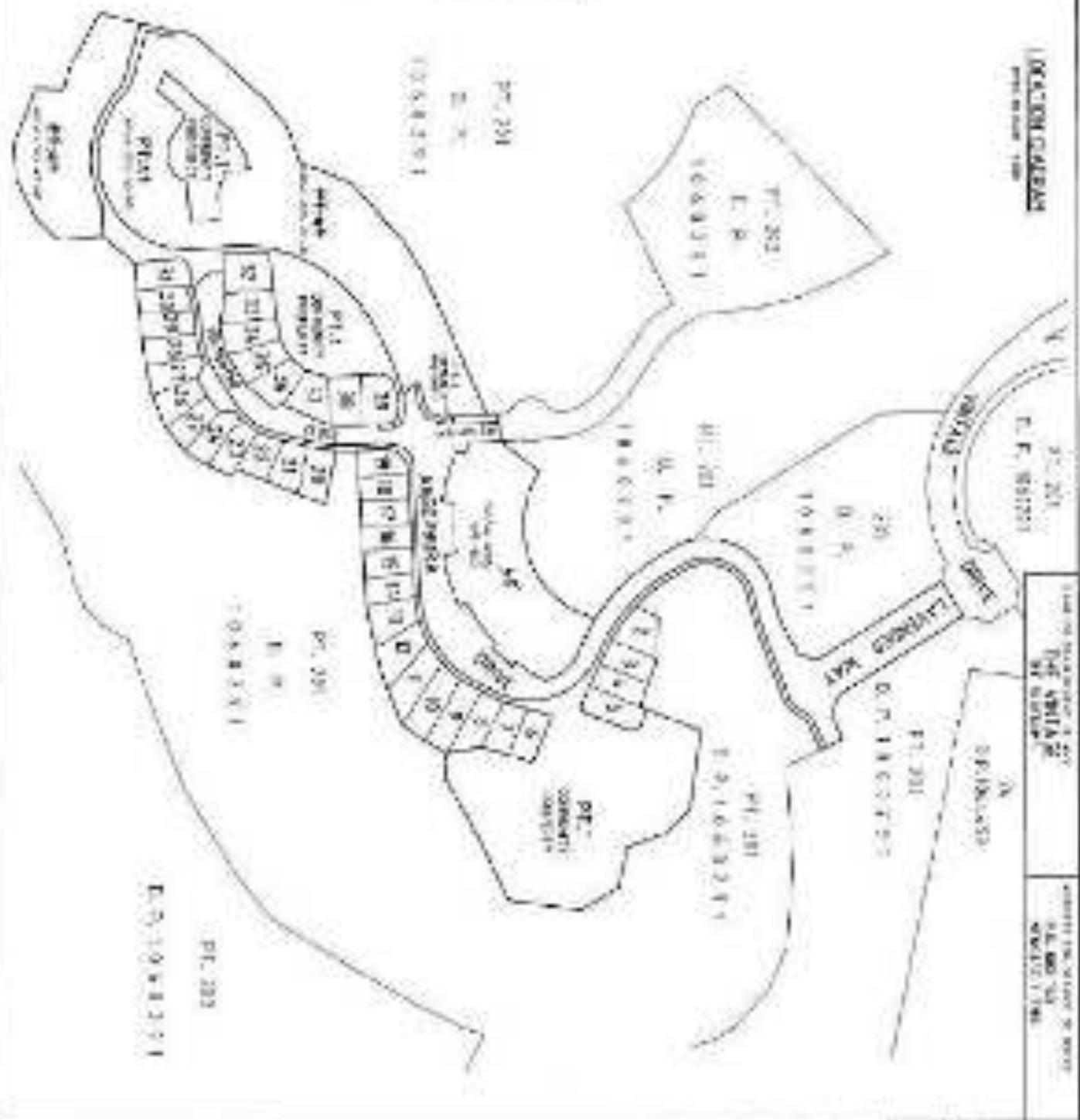
PROJECT NO. 1000-1000

BY: [Signature]

FOR THE CITY OF SACRAMENTO

BY: [Signature]

FOR THE PROJECT OWNER





FOR OFFICIAL USE ONLY

Approved for Release by NSA on 05-08-2014 pursuant to E.O. 13526



Approved for Release by NSA on 05-08-2014 pursuant to E.O. 13526

Approved for Release by NSA on 05-08-2014 pursuant to E.O. 13526

Approved for Release by NSA on 05-08-2014 pursuant to E.O. 13526

DETAIL PLAN

SECTION B

PL 271
271 000001

PL 271
271 000001

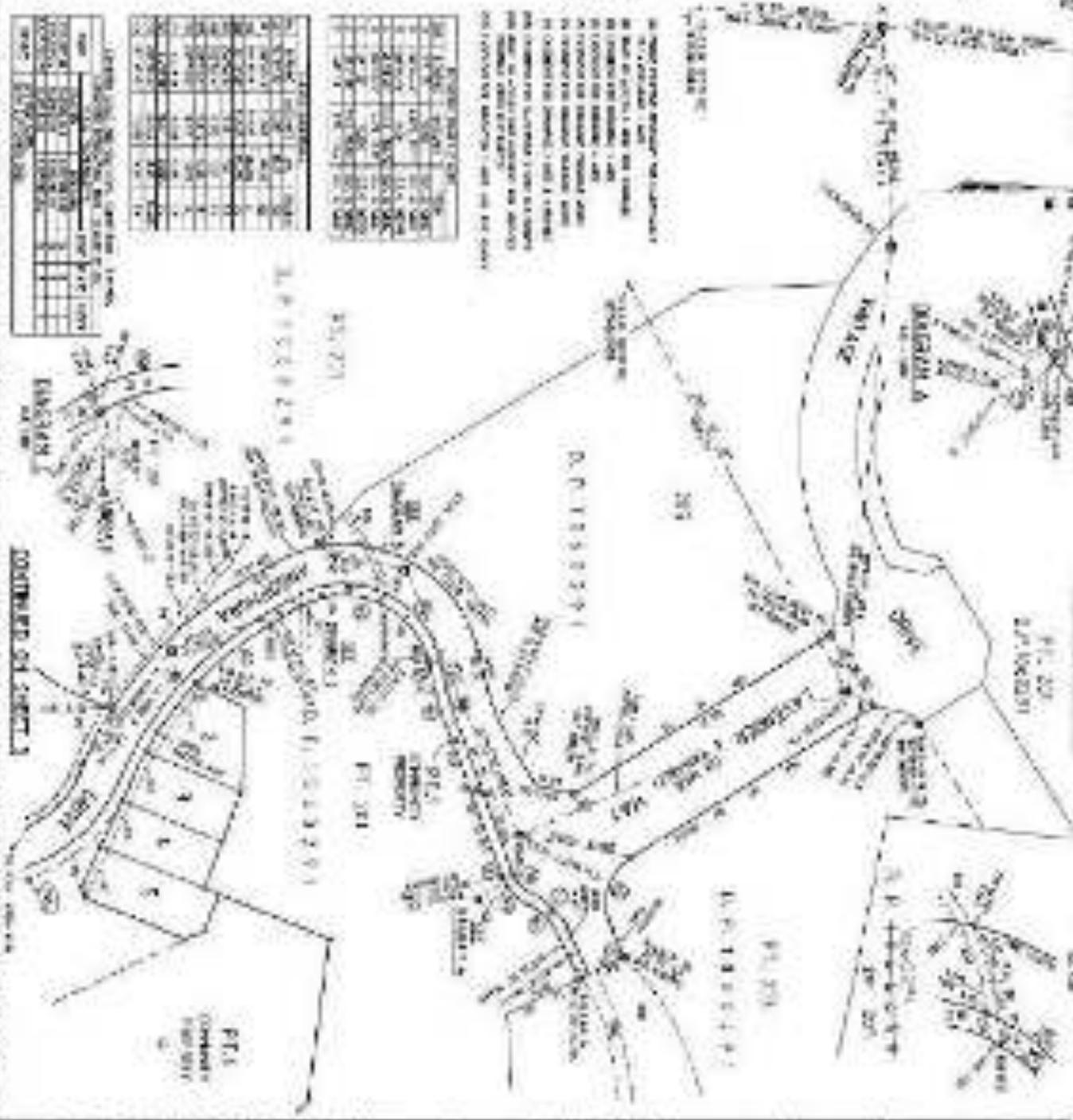


Table with 4 columns: No., Name, Description, Remarks.

DISPATCH

PL 271
271 000001

PL 271
271 000001

DISPATCH
TO: [REDACTED]
FROM: [REDACTED]
SUBJECT: [REDACTED]
CLASSIFICATION: [REDACTED]

PL 1001

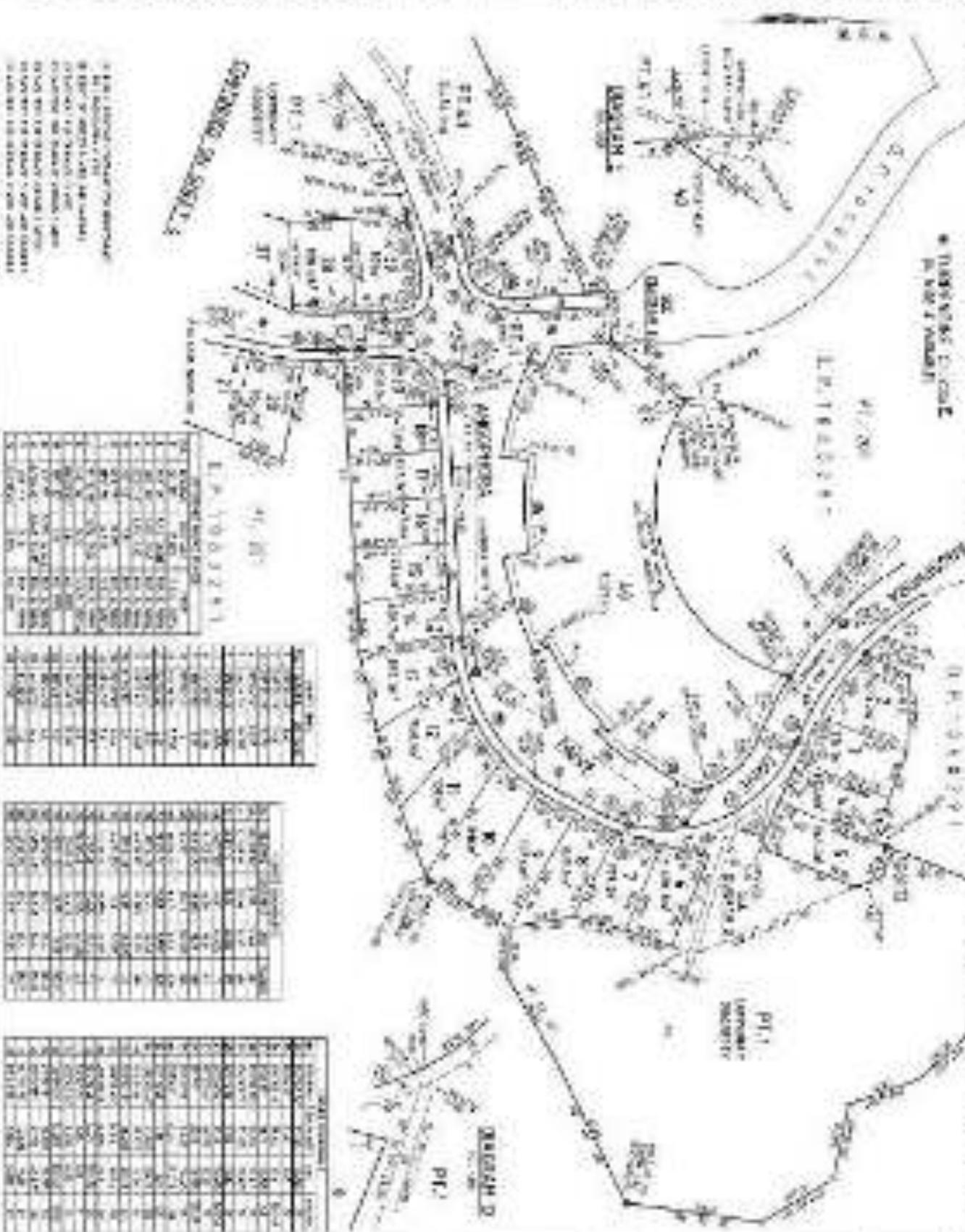
EST. CIVIL ENGR.
 1001 1001 1001
 1001 1001 1001

CONTINUED ON SHEET 2

PL 1001

PL 1001

DETAIL PLAN



NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

NO.	DESCRIPTION	AMOUNT	UNIT
1	CONCRETE DRIVEWAY	100	SQ. FT.
2	LANDSCAPE	200	SQ. FT.
3	PARKING	500	SQ. FT.
4	SITE BOUNDARY	100	LINEAL FT.

NO.	DESCRIPTION	AMOUNT	UNIT
1	CONCRETE DRIVEWAY	100	SQ. FT.
2	LANDSCAPE	200	SQ. FT.
3	PARKING	500	SQ. FT.
4	SITE BOUNDARY	100	LINEAL FT.

NO.	DESCRIPTION	AMOUNT	UNIT
1	CONCRETE DRIVEWAY	100	SQ. FT.
2	LANDSCAPE	200	SQ. FT.
3	PARKING	500	SQ. FT.
4	SITE BOUNDARY	100	LINEAL FT.

NO.	DESCRIPTION	AMOUNT	UNIT
1	CONCRETE DRIVEWAY	100	SQ. FT.
2	LANDSCAPE	200	SQ. FT.
3	PARKING	500	SQ. FT.
4	SITE BOUNDARY	100	LINEAL FT.

NO.	DESCRIPTION	AMOUNT	UNIT
1	CONCRETE DRIVEWAY	100	SQ. FT.
2	LANDSCAPE	200	SQ. FT.
3	PARKING	500	SQ. FT.
4	SITE BOUNDARY	100	LINEAL FT.

DP270372

1001 1001 1001

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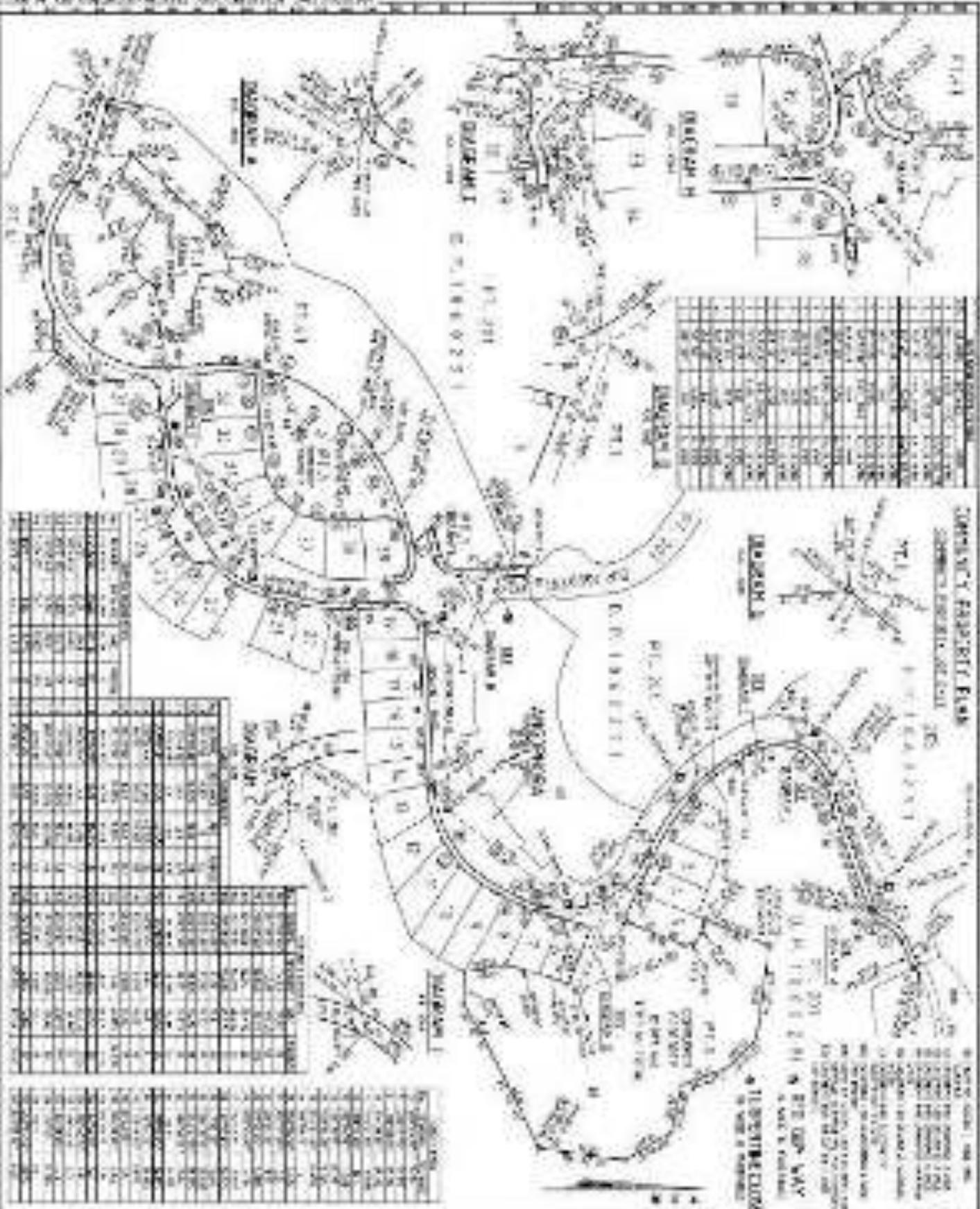
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1001 1001 1001

1001 1001 1001



DP270072

DATE: 10/1/72

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

SCALE: [Signature]

DATE: [Signature]

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

SCALE: [Signature]

DATE: [Signature]

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

SCALE: [Signature]

DATE: [Signature]

BY: [Signature]

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PROJECT: [Signature]

SCALE: [Signature]

DATE: [Signature]

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

SCALE: [Signature]

DATE: [Signature]

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

SCALE: [Signature]

DATE: [Signature]

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

EXHIBIT SHEET A

Initial Schedule

HISTORICAL FILE

Date	Schedule of U.S. Government		Schedule of U.S. Government	
	Use Entitlement	Subvention	Use Entitlement	Subvention
1964	100	100	100	100
1965	100	100	100	100
1966	100	100	100	100
1967	100	100	100	100
1968	100	100	100	100
1969	100	100	100	100
1970	100	100	100	100
1971	100	100	100	100
1972	100	100	100	100
1973	100	100	100	100
1974	100	100	100	100
1975	100	100	100	100
1976	100	100	100	100
1977	100	100	100	100
1978	100	100	100	100
1979	100	100	100	100
1980	100	100	100	100
1981	100	100	100	100
1982	100	100	100	100
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EXHIBIT SHEET A
GPO: 1964 O 270-100

Approved: [Signature]
Special Agent in Charge

FOR THE DIRECTOR:
SPECIAL AGENT IN CHARGE
[Signature]
Special Agent in Charge

FOR THE DIRECTOR:
SPECIAL AGENT IN CHARGE
[Signature]
Special Agent in Charge

FOR THE DIRECTOR:
SPECIAL AGENT IN CHARGE
[Signature]
Special Agent in Charge

FOR THE DIRECTOR:
SPECIAL AGENT IN CHARGE
[Signature]
Special Agent in Charge

FOR THE DIRECTOR:
SPECIAL AGENT IN CHARGE
[Signature]
Special Agent in Charge

FOR THE DIRECTOR:
SPECIAL AGENT IN CHARGE
[Signature]
Special Agent in Charge

Replacement Sheet #8 Initial Schedule

HISTORICAL FILE
SUBVARIANT ANALYSIS

Schedule of Unit Effort		Schedule of Unit Effort	
Unit Effort	Address	Unit Effort	Address
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SP270372

Approved: Special Agent in Charge

REPLACEMENT SHEET NO.
Initial Scribble

STATION	DATE	DESCRIPTION	STATION	DATE	DESCRIPTION
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HISTORICAL FILE
441. 60-20000-10-100-10

REPLACEMENT SHEET NO. 60-20000-10-100-10
DATE: 10-10-10



The contents of this document are not to be used for any purpose other than that for which they were prepared.

REPLACEMENT SHEET NO. 60-20000-10-100-10
DATE: 10-10-10

Handwritten notes and signatures at the top right of the page.



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Table with multiple columns and rows, likely a data table or schedule of work.

Table with multiple columns and rows, likely a data table or schedule of work.

LITAL PLAN
ADDITIONAL SHEET 2



Table with multiple columns and rows, likely a data table or schedule of work.

NO. 273372

DATE: 07-10-1981

OWNER: [Name]

APPLICANT: [Name]

NO. OF SHEETS: 28 OF 28

DATE: 07-10-1981

SCALE: 1" = 40'

DATE: 07-10-1981

DETAIL PLAN
ADDRESS: 2001 S

NO.	DESCRIPTION	AREA	PERCENTAGE
1	LOT 1	1.23	100.00
2	LOT 2	1.23	100.00
3	LOT 3	1.23	100.00
4	LOT 4	1.23	100.00
5	LOT 5	1.23	100.00
6	LOT 6	1.23	100.00
7	LOT 7	1.23	100.00
8	LOT 8	1.23	100.00
9	LOT 9	1.23	100.00
10	LOT 10	1.23	100.00

THIS PLAN IS SUBJECT TO THE PROVISIONS OF THE SUBDIVISION ACT AND THE ZONING ORDINANCE OF THE CITY OF CHICAGO. THE PROPERTY IS TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAN. THE LOTS ARE TO BE SEPARATELY OWNED AND USED AS RESIDENTIAL LOTS. THE LOTS ARE TO BE SEPARATELY OWNED AND USED AS RESIDENTIAL LOTS. THE LOTS ARE TO BE SEPARATELY OWNED AND USED AS RESIDENTIAL LOTS.



[Signature]
Professional Engineer
No. 123456
State of Illinois

NOTICE TO THE PUBLIC
THIS PLAN IS SUBJECT TO THE PROVISIONS OF THE SUBDIVISION ACT AND THE ZONING ORDINANCE OF THE CITY OF CHICAGO. THE PROPERTY IS TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAN. THE LOTS ARE TO BE SEPARATELY OWNED AND USED AS RESIDENTIAL LOTS. THE LOTS ARE TO BE SEPARATELY OWNED AND USED AS RESIDENTIAL LOTS. THE LOTS ARE TO BE SEPARATELY OWNED AND USED AS RESIDENTIAL LOTS.



NO.	DESCRIPTION	AREA	PERCENTAGE
1	LOT 1	1.23	100.00
2	LOT 2	1.23	100.00
3	LOT 3	1.23	100.00
4	LOT 4	1.23	100.00
5	LOT 5	1.23	100.00
6	LOT 6	1.23	100.00
7	LOT 7	1.23	100.00
8	LOT 8	1.23	100.00
9	LOT 9	1.23	100.00
10	LOT 10	1.23	100.00

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS & 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 & 88C CONVEYANCING ACT, 1919**

DP270372

**Full name and address of
owner of the land:**

Sheet 1 of 13 Sheets

Subdivision of Lot 206 in
DP1060091 and Easements within
Lots 201 and 202 in DP1060091

Village Developments Pty Limited
(ACN 057 367 006)
Suite 3102, Level 31
Tower Building, Australia Square
264 George Street
SYDNEY NSW 2000

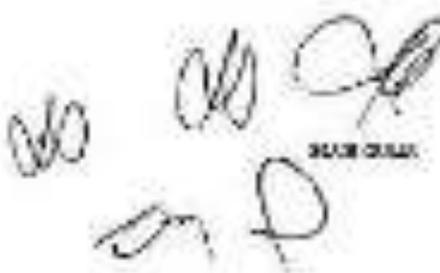
Errol Investments Pty Limited
(ACN 001 185 277)
Suite 3102, Level 31
Tower Building, Australia Square
264 George Street
SYDNEY NSW 2000

**Full name and address of
mortgagee of the land:**

St George Bank Limited
(ACN 355 513 070)
182 George Street,
SYDNEY NSW 2000

Macquarie Bank Limited
(ACN 006 565 542)
No 1 Martin Place,
SYDNEY NSW 2000

30/08/2009 10:00:00 AM (A/C)



Handwritten signatures and stamps, including a circular stamp with the text "RECEIVED" and a date "2009/08/30".

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS & PRESENT
 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 & 88C, CONVEYANCING ACT, 1912**

Sheet 3 of 13 Sheets

Plan:

DP270372

Subdivision of Lot 206 in
 DP1060291 and Easement with
 Lot 200 and 207 in DP1060291

Number of easements shown in the instrument panel on the plan	Description of easement, profit & positive restriction or positive covenant to be created and referred to in the plan	Registered In	Registered In(s), road(s), bodies or Prescribed Authorities
4	Easement for Drainage 3 Wide (C)	1 101/1060291	Council Council
5	Easement for Drainage 4 Wide (E)	1	101/1060291
6	Easement for Drainage Variable Width (F)	1 101/1060291	Council Council
7	Easement for Drainage Variable Width (G)	1	101/1060291 Council
8	Easement for Drainage 3 Wide and Variable (H)	101/1060291	1
9	Easement for Drainage 3 Wide and Variable (J)	Part 101/1060291 (2.174ha) 101/1060291	Council Council
10	Easement for Electricity Substation 5.5 wide (I)	1	Energy Australia
11	Public Positive Covenant	1	Council

DEVELOPER DRAWING ONLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS & PROFITS
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 & 88C CONVEYANCING ACT, 1919**

Sheet 5 of 13 Sheets

Plan:

DP270372

Subdivision of Lot 206 in
DP:060251 and Easements within
Lots 201 and 202 in DP:060291

- (a) cause as little inconvenience as is practicable to the owner and any occupier of the lot benefited and
- (b) cause as little damage as is practicable to the lot benefited and any improvement on it and
- (c) restore the lot benefited as nearly as practicable to its former condition;
- (d) make good any collateral damage.

Name of person empowered to release, vary or modify the easement, restriction or positive covenant numbered 2 on the plan.

The owner of the lot benefited and lot benefited.

3 Terms of Easement for Drainage 3 Wide numbered 3 on the Plan

- 3.1 The terms of Part 7 Schedule 4A of the Conveyancing Act 1919 are incorporated.
- 3.2 Council must maintain at their cost the drainage system denoted (C) on the plan to the satisfaction.

Name of person empowered to release, vary or modify the easement, restriction or positive covenant numbered 3 on the plan.

Council

4 Terms of Easement for Drainage 3 Wide numbered 4 on the Plan

- 4.1 The terms of Part 7 Schedule 4A of the Conveyancing Act 1919 are incorporated.
- 4.2 Council must maintain at their cost the drainage system denoted (D) on the plan to the satisfaction.

08/25/2019 10:11:17



Handwritten signatures and initials at the bottom of the page, including a large signature on the right and several smaller initials on the left.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PREFERENCE
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 & 88C CONVEYANCING ACT 1919**

Sheet 7 of 13 Sheets

Plan:

DP270372

Subdivisor of Lot 206 in
DP1000291 and Easements within
Lots 206 and 202 in DP1000291

- 7.2 The owner of Lot 206 in Deposited Plan 1000291 must maintain all trunk drainage infrastructure within the easement site including drainage structures within easement site located (C) and excluding status water lines maintained by the Association (D) on the previous plan.

Name of person empowered to release, vary or modify the easement, restriction or positive covenant numbered 7 on the plan.

Council

8 Terms of Easement for Drainage 3 Wide and Variable numbered 8 on the Plan

- 8.1 The terms of Part 8 Schedule 8 of the Conveyancing Act 1919 are incorporated.
8.2 The owner of the lot benefited must maintain at his cost, the drainage system located within the easement site to the headcut.

Name of person empowered to release, vary or modify the easement, restriction or positive covenant numbered 8 on the plan.

Council

9 Terms of Easement for Drainage 3 Wide and Variable numbered 9 on the Plan

- 9.1 The terms of Part 7 Schedule 4A of the Conveyancing Act 1919 are incorporated.
9.2 Council must maintain at their cost the drainage system located (I) on the plan to the headcut.

Name of person empowered to release, vary or modify the easement, restriction or positive covenant numbered 9 on the plan.

Council

DEPOSITED WITH THE REGISTRAR

REGISTERED



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 & 88C CONVEYANCING ACT, 1918**

Sheet 11 of 13 Sheets

Plan:

DP270372

Subdivision of Lot 206 in
DP 950291 and boundaries within
Lots 201 and 202 in DP 1060191

- (d) [gender] a gender includes any gender;
- (e) [corresponding meanings] where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) [other entities] a reference to a person, trust, partnership, joint venture, association, corporation, organisation, society, firm, authority or other entity includes any of them;
- (g) [part of a thing] a reference to any thing includes a part of that thing;
- (h) [legislation] a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (i) [replacement documents] a reference to a document includes its amendment or supplement to, or replacement or reissue of, that document;
- (j) [successors and assigns] a reference in an instrument to the owner includes the owner's permitted successors, assigns, administrators and estate;
- (k) [joint and several] an obligation on the part of 2 or more persons binds them jointly and severally unless the context provides otherwise;
- (l) [writing] a reference to a notice, form, consent or approval of a party and agreement between owners and authorities, means a written notice, consent, approval or agreement;
- (m) [due and punctual] all obligations are required to be performed duly and punctually;
- (n) [enforceability and severance] any provision or clause of this instrument which is void, illegal or unenforceable does not affect the validity, legality or enforceability of the remaining clauses and provisions of the instrument and only that part which a court of law deems void, illegal or unenforceable shall be severed from this instrument; and
- (o) [replacement bodies] a reference to an authority which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

ENCLOSURE(S) ATTACHED:

 The bottom right corner of the page contains several handwritten signatures and initials in black ink. There are approximately five distinct marks, including what appears to be a signature and several sets of initials or scribbles.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS & PRESENT
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 80B & 88C CONVEYANCING ACT 1919**

Sheet 12 of 13 Sheets

Plan:

DP270372

Subdivision of Lot 206 in
DP/450291 and Easements within
Lots 201 and 202 in DP/1360291

THE COMMON SEAL of BIRCH
INVESTMENTS PTY LIMITED
(ACN 001 185 277) was lawfully affixed
by authority of its Directors in the
presence of:



John Stevens

Keith Owen
Director

JOHN STEVENS
First Name

KEITH OWEN
First Name

THE COMMON SEAL of VINTAGE
DEVELOPMENTS PTY LIMITED
(ACN 057 567 006) was lawfully affixed
by authority of its Directors in the
presence of:



John Stevens
Secretary

John Stevens
Director

JOHN STEVENS
First Name

JOHN STEVENS
First Name

THE COMMON SEAL OF VINTAGE
DEVELOPMENTS PTY LIMITED WAS
HEREBY AFFIXED IN ACCORDANCE
WITH THE COMPANY'S CONSTITUTION.



(DOC 2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 88A & 88E CONVEYANCING ACT 1992**

Sheet 1 of 5 Sheets

DOCUMENT 2
DP270372

50 divisions of Lot 68 in DP270372
and Easement for Driveway 3 wide
affecting Lot 101 in DP1068291

Full name and address of
owner of the land:

Vintage Developments Pty Limited
(ACN 067 587 436)
Private Bag 2003
ROTHBURY NSW 2130

Full name and address of
mortgagee of the land:

Macquarie Bank Limited
(ALN 005 283 242)
No.1 Marie Place,
SYDNEY NSW 2000

PART 1 - CREATION

Number of items shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Numbered lot	Benefit for(s), burden on or Prescribed Authority
1	Restriction on the Use of Land variable width	81 82 83	82 & 83 81 & 83 81 & 82
1	Easement for Driveway 3 wide (E)	DP1068291	DP270372

PART 2 (Terms)

1 Terms of Restriction on the use of Land variable width numbered 1 on the Plan

The owner of the lot burdened must not construct any improvements within the building exclusion zone shown on the Plan and graded to ensure the covers of the lots benefited are allowed the maximum unimpeded view to the golf course and landscape, whilst also providing an appropriate building setback to protect the privacy of the Vintage Golf Course.

CLG

(DOC. 2)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 & 88C CONVEYANCING ACT 1982

Sheet 3 of 5 Sheets

Plan
DP270372

Subdivision of Lot 68 in DP270372
and Easement for Drainage 2 wide
affecting Lot 231 in DP106094

Plan means the plan of subdivision of Lot 68 in DP270372.
Site means that part of the lot bounded representing the building exclusion
zone as shown on the plan.

1.2 In this instrument unless the context otherwise requires:

- (a) (buildings) buildings and underlinings are for convenience only and do not affect incorporation;
- (b) (singular) the singular includes the plural and vice versa;
- (c) (includes) a reference to "includes", "includes" or "including" means "includes, but is not limited to";
- (d) (gender) a gender includes any gender;
- (e) (corresponding meanings) where a word or phrase is defined in other grammatical forms have a corresponding meaning;
- (f) (other entities) a reference to a person, trust, partnership, joint venture, association, corporation, organisation, society, firm, authority or other body includes any of them;
- (g) (part of a thing) a reference to any thing includes a part of that thing;
- (h) (legislation) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (i) (replacement documents) a reference to a document includes an amendment or supplement to, or replacement or substitute of, that document;
- (j) (successors and assigns) a reference to an owner in this instrument includes the owner's permitted successors, assigns, administrators and substitutes;
- (k) (joint and several) an obligation on two or more persons binds them jointly and severally unless the context provides otherwise;

6/16

(Sec. 2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS & PRENTICE
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 & 88C CONVEYANCING ACT 1989**

Sheet 4 of 5 Sheets

Plan:

DP270372

Subdivides of Lot 88 in DP270372
and Easements for Drains: 3 wide
affecting Lot 89 in DP270372

- (i) (witness) a reference to a notice from, consent or approval of a party and agreement between owners and authorities, means a written notice, consent, approval or agreement.
- (ii) (due and punctual) all obligations are required to be performed duly and punctually.
- (iii) (enforceability and unenforceable) any provision or clause of this instrument which is void, illegal or unenforceable does not affect the validity, legality or enforceability of the remaining clauses and provisions of the instrument and only that part which is void, illegal or unenforceable shall be severed from this instrument; and
- (iv) (replacement bodies) a reference to an authority which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

**APPROVED FORM 21
COMMUNITY LAND DEVELOPMENT ACT 1989
CERTIFICATE OF COMMUNITY ASSOCIATION**

COMMUNITY ASSOCIATION DP270372 certifies that it has, by unanimous resolution, consented to being a party to the creation of the easement secondly being created by this instrument in Lot 11 in DP270372.

The Common Seal of Community Association DP270372 was hereto affixed on _____ in the presence of _____ being the persons authorized by Section B of Community Land Management Act 1989 to attest the affixing of the seal

[Handwritten signatures]

The Common Seal of **Manash & Son's** was hereto affixed by authority of the Board of Directors in the presence of:



26

(Doc 2)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR RIGHTS 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 & 88C CONVEYANCING ACT 1919**

Sheet 5 of 2 Sheets

Plan:

DP270372

Subdivision of Lot 68 in DP270372
and Easement for Drainage 3 wide
affecting Lot 22 in DP190659.

THE COMMON SEAL OF VINTAGE
DEVELOPMENTS PTY LIMITED
(ACN 607 486) was hereto affixed
by authority of its Directors in the
presence of:

THE COMMON SEAL OF Enjoys
Benevolent Pty Ltd (ACN
115 888 888) AFFIXED IN ACCORDANCE
WITH THE COMPANY'S CONSTITUTION

[Signature]
Secretary
Arne Grant
First Name



[Signature]
Director
JOHN STEVENS
First Name

THE COMMON SEAL OF MACQUARIE
BANK LIMITED (ACN 606 582 647)
was hereto affixed in accordance with the
Company's Constitution

[Signature]
Signature of Authorised Person
S. J. STEVENS
First Name of Authorised Person
Business Director
Office Held

[Signature]
Signature of Authorised Person
JOE KEMP
First Name of Authorised Person
Business Director
Office Held

[Signature]
J. GARY
Authorised Person For
CASHMERE CITY COUNCIL

MACQUARIE BANK LIMITED ACN 606 582 647

All Attorneys who verify state that at the time of
their executing this instrument they have no notice
of the execution of the Registered Power of
Attorney registered in Land Titles Office Book 4264
No. 752 under which this would be a duplicate.

(BANK OF AUSTRALIA)

DP270372/LOT 14-BLU-GRAN

REGISTERED 15 JUN 2005

2

DP270372

“THE VINTAGE”

COMMUNITY MANAGEMENT

STATEMENT

SPARKE ■ ■
HELMORE ■ ■
30350505
For Access Levels/Point

Level 7
28 Honey suckle Drive
NEWCASTLE NSW 2300
DX 7823
Ph: 4924 7200
Fax: 4924 7299
Ref: MPH:DKA:STE262/S

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





SUTCLIFFS

DP270372

COMMUNITY MANAGEMENT STATEMENT

TABLE OF CONTENTS

PART 1 - DEVELOPMENT IN THE VINTAGE

- 1 Theme of Development
- 2 Architectural & Landscape Guidelines
- 3 Amending Architectural & Landscape Guidelines
- 4 The Design Review Committee
- 5 Use of the Community Parcel

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- 6 Use, Maintenance and Management of Community Property
- 7 Access Ways and Restrictions on Vehicles
- 8 Fencing
- 9 Garbage and Recycling
- 10 Services
- 11 Insurance
- 12 Executive Committee Proceedings
- 13 Encroachments

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- 14 Acknowledgements and Obligations of Owners and Occupiers
- 15 Keeping of Animals
- 16 Washing
- 17 Association's Right to Enter into Contracts - Management Agreement
- 18 Exclusive Letting Business
- 19 Association Not Liable for Damages
- 20 Interest on Overdue Money and Right to Recover Money
- 21 Rules
- 22 Communications
- 23 Approvals of Association

PART 4 - RESTRICTED COMMUNITY PROPERTY

- 24 Development of the Community Parcel & the Village

PART 5 - BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

- 25 Requirements of Public Authorities

PART 6 - DEFINITIONS, INTERPRETATION AND GENERAL



SUSAN GINS

DP270372

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FORM 28
COMMUNITY LAND DEVELOPMENT ACT 1989
COMMUNITY LAND MANAGEMENT ACT 1989
COMMUNITY MANAGEMENT STATEMENT

WARNING

The terms of this Management Statement are binding on the Association and each person who is an Owner or Occupier within the Community Scheme.

PART 1- DEVELOPMENT IN THE VINTAGE

BY-LAW 1: THEME OF DEVELOPMENT

- 1.1 This By-Law relates to the control and preservation of the essence or theme of the Community Scheme, being a residential scheme within 'The Vintage'. 'The Vintage' consists of a first class Golf Course, club house, integrated tourist resort, commercial facilities and rural and residential lots and community facilities.
- 1.2 The purpose of this Community Scheme is to provide residential lots and amenities in a rural environment, ~~substantial~~ ~~Claremont~~ ~~facilities~~.
- 1.3 The Association, Owners and Occupiers:
- (a) will use their best endeavours to ensure that all activities carried on at the Community Parcel are consistent with the theme;
 - (b) will preserve the theme, being the operation and management of the Community Scheme within the Vintage; and
 - (c) acknowledge that the Golf Course, its use by members, their guests and authorised persons is integral to the theme and ongoing operation of the Vintage.
- 1.4 This By-Law 1 may only be amended or revoked by a Unanimous Resolution of the Association in accordance with Section 17(2) of the Management Act.



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BY-LAW 2: ARCHITECTURAL & LANDSCAPE GUIDELINES

- 2.1 The Association, Owners and Occupiers must comply with the Guidelines in place from time to time for the Community Parcel.
- 2.2 The Developer must, prior to registration of the Community Plan, prescriptive Guidelines for the Community Parcel which will bind, and be enforceable against the Association, Owners and Occupiers.
- 2.3 Notwithstanding any other By-Law, the Developer is not bound by the Guidelines.
- 2.4 Subject to By-Law 2.3, all improvements on the Community Parcel must be constructed and maintained in accordance with the Guidelines.
- 2.5 The Design Review Committee shall interpret the Guidelines and notwithstanding any By-Law to the contrary, may in its absolute discretion, consider designs and materials for improvements, whether or not prescribed by the Guidelines, on a case by case basis.

BY-LAW 3: AMENDING ARCHITECTURAL & LANDSCAPE GUIDELINES

- 3.1 Guidelines may with the consent of Council be amended:
 - (a) whilst the Developer is an Owner in the Community Scheme, only by the Developer; or
 - (b) where the Developer ceases to be an Owner in the Community Scheme, only by Special Resolution of the Association.
- 3.2 An Owner may make Application to the Developer or Association requesting amendments to the Guidelines.
- 3.3 An Application must contain sufficient details of the proposed amendments to enable the Association and Developer to understand with reasonable certainty the nature and extent of the proposed amendments.
- 3.4 Where the Developer ceases to be an Owner in the Community Scheme, the Association must refer an Application to a General Meeting for its decision.



Three handwritten signatures in black ink, arranged vertically. The top signature is the most legible, appearing to be 'M. J. ...'. The middle signature is more stylized, and the bottom signature is the most abstract.

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- 3.5 The Association and Developer may request additional information to enable it to make a decision on an Application.
- 3.6 The Association and Developer as the case may be, must, within two (2) months after it has received all information required by it to make a decision, deliver to the Applicant a written decision, and where the Application has been approved, refer its decision to Council for approval.
- 3.7 Where the Developer or Association amend the Guidelines in accordance with this By-Law 3 and with the approval of Council, then the Developer or Association, as the case may be, must, within a reasonable time, deliver a copy of the amendments to each Owner and Occupier.
- 3.8 The Developer and Association must, when requested by the Owner or Occupier, at the reasonable cost of that Owner or Occupier provide that Owner or Occupier with an up to date copy of the Guidelines.
- 3.9 The Association, Owners and Occupiers release and indemnify the Developer, the Association, the Design Review Committee and its members and Council for any loss or damage caused by amendments to the Guidelines or any non-compliance of the Guidelines by the Developer, the Association, Owners and Occupiers.

BY-LAW 4: THE DESIGN REVIEW COMMITTEE

Constitution of Design Review Committee

- 4.1 A Design Review Committee must be appointed:
- (a) prior to and until the first General Meeting or such other period as determined by the Developer in its absolute discretion, only by the Developer; and
 - (b) thereafter by the Association.
- 4.2 For so long as the Design Review Committee is appointed by the Developer in accordance with By-Law 4.1(a), the Design Review Committee will comprise:
- (a) the Developer or the Developer's representative; and
 - (b) a representative of Council.

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4.3

Where the Association appoints the Design Review Committee in accordance with By-Law 4.1(b), the Association must ensure the Design Review Committee, comprises the following persons:

- (a) two (2) Owners, other than the Developer, provided two or more Owners exist;
- (b) a representative of Council; and
- (c) the Developer or the Developer's representative for so long as the Developer is an owner of a lot within the Vintage or for such period as determined by the Developer.

4.4

The Association and the Developer may from time to time in addition to those members stated in By-Law 4.2 and 4.3 appoint consultants to the Design Review Committee where deemed appropriate by the Developer or Association, as the case may be, in it's absolute discretion.

4.5

Following appointment by the Association, the Design Review Committee must hold meetings at times necessary to perform its functions provided that a quorum of at least three (3) members are present. Decisions of the Design Review Committee must be by majority with the Chairperson having a casting vote in the event of an equal number of votes.

4.6

The appointment of a member to the Design Review Committee, other than the Developer or the Developer's representative or Council's representative, whose appointment shall be determined by Council lasts until that member resigns or the appointment is revoked by the Association or the Developer, for so long as the Developer is an owner of a lot in the Vintage.

4.7

The Design Review Committee must ensure that minutes of its meetings and records of its decisions are properly kept and retained with the records referred to in Clause 9 Schedule 1 of the Management Act.

Powers and Functions of the Design Review Committee

4.8

The powers and functions of the Design Review Committee include:

- (a) performing its functions or any other function delegated to it by Special Resolution of the Association;



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damage that may be caused by the Applicant, its contractors, employees or agents to Community Property.

4.15 Where an Applicant disputes the decision of the Design Review Committee, the Design Review Committee must at the request of the Applicant inform the Executive who must call a General Meeting of the Association to review the Design Review Committees decision. A decision made by the Design Review Committee may be overturned by a Special Resolution at the first General Meeting of the Association following the decision of the Design Review Committee, but otherwise is binding on the Applicant.

4.16 All Applications submitted to Council must be accompanied by a letter from the Design Review Committee or the Executive Committee where the Design Review Committee's decision has been overturned in accordance with By-Law 4.13 stating that the Application has been reviewed by the Design Review Committee and complies with the provisions of these By-Laws, the Rules and the Guidelines.

4.17 The Design Review Committee must refer to Council all issues and objections raised by Adjoining Owners to an Application which cannot be resolved by the Design Review Committee.

BY-LAW 5: USE OF THE COMMUNITY PARCEL

5.1 Owners and Occupiers, but excluding the Developer, must unless otherwise directed or permitted by the Association:

- (a) regularly maintain and keep clean and in a state of good repair and condition any improvement on the Owner's or Occupier's Lot unless otherwise required by the Association and in accordance with this Management Statement, the Guidelines and to a standard acceptable to the Association and the Developer but only for so long as the Developer is an owner of a lot in the Vintage;
- (b) keep the landscaped areas of the Lot clean and tidy and in good repair and condition and in accordance with this Management Statement, the Guidelines and to a standard acceptable to the Association and the Developer but only for so long as the Developer is an owner of a lot in the Vintage.



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- (c) effect all maintenance and repairs to the Lot and improvements on the Lot in a proper and workmanlike manner and in accordance with this Management Statement, the Guidelines and to a standard acceptable to the Association and the Developer but only for so long as the Developer is an owner of a lot in the Village;
- (d) only build and undertake construction works between the hours of 7am and 6pm Monday to Friday inclusive and 7am to 1pm Saturday or as otherwise permitted by the Council;
- (e) only use hydraulic rock hammers and other equipment or activities likely to contravene the provisions of the Protection of the Environment Operations Act 1997, between the hours of 8am to 6pm Monday to Thursday inclusive and 8am to 4pm Friday excepting public holidays or as otherwise permitted by the Council;
- (f) not use anything on the Community Parcel for any purpose other than that for which it was intended;
- (g) promptly notify the Association of any damage to or defect in Community Property;
- (h) not interfere with, damage or obstruct the use of Community Property;
- (i) not construct any building or structure or Improvements on Community Property;
- (j) not attach anything to or alter Community Property;
- (k) not, except with the approval of the Association, use or store on any part of the Community Parcel any explosive, toxic or flammable solid, liquid or gas other than where it is intended to be used solely for domestic purposes;
- (l) not conduct any auction or sale on a Lot or Community Property;
- (m) not erect any sign on a Lot or Community Property without the prior written approval of the Design Review Committee; and
- (n) not conduct a business from a Lot, unless approved by the Design Review Committee and the Council.



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6.6

The Association must impose Contributions on all Owners for:

- (a) the cost of the control, management, operation, maintenance and repair of Community Property, Services and Service Lines owned by the Association and Road Verges; and
- (b) the Association's portion of the costs detailed in the Right of Access deeded (K) and numbered 11 and Public Positive Covenant numbered 22 in DP 1038043 for the maintenance, repair and upkeep of improvements and landscaping located on Lot 106, including council rates, water rates, water usage charges and insurance for Lot 106 and the maintenance of road verges bounding Lot 106 and such other costs as detailed in DP 1038043.

6.7

Where damage is caused by an Owner or Occupier to Community Property, Designs or Services and Service Lines owned by the Association or Lot 106 in DP 1038043, the Association may recover from that Owner or Occupier the cost of repairing the damage caused by that Owner or Occupier.

6.7

The Association must contract with persons named and for the term stated in By-Law 17 for the management, maintenance, control and administration of Community Property.

BY-LAW 7: ACCESSWAYS AND RESTRICTIONS ON VEHICLES

7.1

Access to and from the Community Parcel is by Open Access Way and public road. Multi Purpose Pathways are located on Community Property and are Open Access Ways. There are no Private Access Ways on the Community Parcel.

7.2

Owners and Occupiers must:

- (a) not drive Vehicles on the Community Parcel in a manner that is dangerous or creates excessive noise, emits excessive levels of exhaust or other fumes or nuisance to other motorists, pedestrians or Owners or Occupiers;
- (b) not drive, park or repair (excluding emergency repair) a Vehicle on the Community Property except on an area of Community Property (if any) designated by the Association from time to time as being an area where a Vehicle may be driven, parked or repaired by Owners and Occupiers.



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- (c) comply with the Rules and any applicable laws in force from time to time dealing with the use and operation of Vehicles on the Community Parcel;
- (d) make good at the expense of the Owner or Occupier, to the satisfaction of the Association, any damage caused to Community Property by the Owner or Occupier or their invitees;
- (e) not drive a Cart or bicycle on an Open Access Ways at a speed in excess of 15 kilometres per hour;
- (f) not drive a Vehicle on the Open Access Way (excluding Carts) unless the Vehicle is registered for use on public roads in accordance with the relevant laws enforced from time to time; and
- (g) not drive Vehicles other than Carts and bicycles on the Multi Purpose Pathways.

7.3

Owners and occupiers, but excluding the Developer, must

- (a) house Vehicles parked on a Lot in accordance with the Guidelines;
- (b) unless otherwise authorised by the Association and except for
 - (i) the delivery of furniture or household items;
 - (ii) the construction or maintenance of improvements on a Lot; or
 - (iii) garbage trucks, mail and emergency vehicles;
- not permit any Vehicle in excess of three (3) tonnes unloaded on the Community Parcel;
- (c) not access a Lot by Vehicle other than from a Private Access Way or public road.

7.3

The Association must grant to Owners and Occupiers reasonable access to pass and repair over Community Property including the right to construct driveways and pedestrian pathways to their Lot in accordance with the Guidelines, to enable Owners and

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Occupiers to access their Lot whether on foot, by bicycle, by Cart or by Vehicle.

- 7.4 Owners and Occupiers acknowledge that the Association intends to create a Right of Access and Easement for Services over part of the Open Access Ways and over Multi Purpose Pathways, in favour of and for use by other owners, occupiers and invitees of the Vintage and the public whether on foot, by Cart or bicycle. Owners and Occupiers cannot object to or hinder access of the Multi Purpose Pathways or the Open Access Ways, by other owners, occupiers and invitees of the Vintage and the public.

BY-LAW 8: FENCING

- 8.1 The Dividing Fences Act, 1991 applies as between Lots on the Community Parcel, excepting that the Developer, the Association and the owners of Lot 1023 in DP 1090956 and Lot 106 in DP 1038043 shall not be bound by the provisions of the Dividing Fences Act, 1991 nor be liable to Owners or Occupiers for contributions for any fence.
- 8.2 Owners must construct and maintain fencing and retaining walls in accordance with the Guidelines.

BY-LAW 9: GARBAGE AND RECYCLING

- 9.1 Subject to the requirements of Council, which prevail over these By-Laws, the Association must either arrange with Council or contract with a garbage and recycling contractor to ensure that garbage and recyclable materials from Lots within the Community Parcel are collected on a regular basis at such times as determined by the Association.
- 9.2 Owners and Occupiers must
- (a) sort, store, dispose of and make garbage and recyclable materials available for collection in accordance with the Rules of the Association and any requirements of Council;
 - (b) not obstruct or interfere with garbage and recycling services or deposited garbage or recyclable materials on Community Property;
 - (c) keep all garbage and recycling bins on their Lot secure and screened using either screen fences or landscaping or a



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combination of both so as not to be visible from other Lots, the Golf Course or public areas;

- (d) not dispose of toxic or dangerous substances in garbage or recycling bins; and
- (e) return garbage and recycling bins to storage areas on their Lot within twenty four (24) hours after emptying of garbage and recycling bins.

BY-LAW 10: SERVICES

10.1 The following Services will be supplied to the Community Parcel by the following Service Providers:

Essential Services	Service Provider
Stormwater/Drainage	Association
Electricity: High voltage Low voltage	Energy Australia Association
Gas	AGL Gas Networks Limited
Water	Hunter Water Corporation
Sewer	Hunter Water Corporation
Telecommunications: Telephone	Telstra

10.2 Subject to any requirements of Service Providers detailed in By-Law 25 of this Management Statement or law or regulation to the contrary, Service Providers will be responsible for the maintenance of those Services. Additional Services and associated Service Lines owned by that Service Provider.

10.3 The Developer and Association may:

- (a) provide or contract with Service Providers for Additional Services for Owners and Occupiers; and
- (b) arrange for the installation and maintenance of Service Lines for Additional Services, by Service Providers.

10.4 Where the Association is the Service Provider of Additional Services and damage, other than fair wear and tear, to the Additional Services is caused by an Owner or Occupier, the Association may in its absolute discretion recover from the Owner or Occupier the cost of repairs and materials for the damage.

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- 10.5 Owners and Occupiers must not without the written consent of the appropriate Service Providers or the Association carry out any works which interfere with Services or Additional Services or obstruct access to, overload or damage Services, or any Additional Services.
- 10.6 Owners and Occupiers must promptly notify the Association of any damage to or defective operation of Services, any Additional Services or Drainage.
- 10.7 It is proposed to create statutory easements, pursuant to Section 36 of the Development Act, in accordance with the Prescribed Diagram. Where a statutory easement is created, the covenants contained in section 36(9) of the Development Act are incorporated.
- 10.8 In the case of Private Services, the Association grants to the Service Provider of Private Services, all those rights and covenants contained in s36 of the Development Act as though the Private Service were a statutory service and the Service Provider a statutory service provider.

BY-LAW 11: INSURANCE

- 11.1 The Association must, effect all insurances necessary pursuant to Community Title Legislation, and any other insurance deemed necessary by the Association.
- 11.2 The Association must annually review:
- (a) all insurances effected by it; and
 - (b) the need for new or additional insurances.
- 11.3 Notice of an Annual General Meeting must include a form of motion to decide whether insurances effected by the Association should be continued, varied or extended.
- 11.4 The Association must immediately effect new insurances or vary or extend existing insurances if there is an increase in risk or a new risk to Community Property.
- 11.5 Owners and Occupiers must not, except with the prior written consent of the Association, do anything that might invalidate,



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suspend or increase the premium for any insurance policy effected by the Association.

BY-LAW 12: EXECUTIVE COMMITTEE PROCEEDINGS

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

12.2 Subject to By-Laws 12.3 to 12.9 and the Management Act, the Executive Committee may meet to conduct business, adjourn and otherwise regulate its meetings as it thinks fit.

12.3 The Secretary or the member of the Executive Committee who convenes a meeting must, not less than two (2) days immediately before the Executive Committee holds a meeting, circulate to all Owners:

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

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

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

12.6 The Secretary or in the Secretary's absence any member of the Executive Committee must, at the request of not less than one-third of the members of the Executive Committee, convene a meeting within the period of time specified in the request or, if no time is specified, within fourteen (14) days of the making of the request.
Where:

- (a) By-Law 12.3 has been complied with in relation to a meeting;
- (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee.

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then the resolution will, subject to Section 36(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

12.8 Owners may attend meetings of the Executive Committee but may not address the meeting unless authorised by a resolution of the Executive Committee.

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

12.10 The Executive Committee must, within seven (7) days after holding a meeting, circulate a copy of the minutes to all Owners.

12.11 The functions of the Secretary include:

(a) preparing and distributing minutes of meetings of the Association and the Executive Committee;

(b) giving, on behalf of the Association and the Executive Committee, notices required to be given under the Management Act;

(c) maintaining the Association roll;

(d) supplying certificates in accordance with Clause 3 of Schedule 1 to the Management Act;

(e) answering communications addressed to the Association or the Executive Committee;

(f) convening meetings of the Executive Committee and the Association (other than the First Annual General Meeting); performing administrative or secretarial functions on behalf of the Association;

(g) performing administrative or secretarial functions on behalf of the Executive Committee;

(h) keeping records under Part 3 of the Schedule 1 to the Management Act

12.12 The functions of the Treasurer include:

(a) the functions set out in Section 36(3) and (2) of the Management Act



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13.3

Any contractor, employee or agent of the Association may enter onto or underneath the burdened Lot, on giving the Owner or Occupier of the burdened Lot reasonable notice, for the purposes of maintaining the underground footings and foundations for support specified in By-Law 13.1.

13.4

In exercising the rights under By-Law 13.3, the employee, agent or contractor of the Association:

- (a) must only stay on the burdened Lot for so long as is reasonably necessary to comply with By-Laws 13.1 and 13.3;
- (b) must only bring onto the burdened Lot equipment as is necessary to comply with By-Laws 13.1 and 13.3;
- (c) must not cause any undue inconvenience or interfere with the Owner or Occupier of the burdened Lot's use of the Lot; and
- (d) must promptly rectify any damage to the burdened Lot caused by the exercise of the rights under By-Laws 13.1 and 13.3.

13.5

All underground footings and foundations for support, for improvements including, without limitation, overhangs, flashing and structures of a similar nature, which may encroach from a Lot onto Community Property must be maintained at the expense of the Owner of the encroaching Lot.

13.6

The Owner or Occupier of the encroaching Lot may enter onto and underneath adjoining Community Property upon giving the Association prior reasonable notice for the purposes of complying with By-Law 13.5.

13.7

In exercising the rights under By-Laws 13.5 and 13.6, the Owner of the encroaching Lot:

- (a) must only carry on work affecting the adjoining Community Property so long as it is reasonably necessary to comply with By-Laws 13.5 and 13.6;
- (b) must only bring onto the adjoining Community Property equipment as is necessary to comply with By-Laws 13.5 and 13.6;



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- (k) must not cause any undue inconvenience or interference with other Owners or Occupiers who have a right to use the Community Property; and
- (l) must promptly rectify any damage to the Community Property assessed by the exercise of the rights under By-Laws 13.5 and 13.6.

PART 3 – OPTIONAL MATTERS

BY-LAW 14: ACKNOWLEDGEMENTS AND OBLIGATIONS OF OWNERS AND OCCUPIERS

- 14.1 Owners and Occupiers, but excluding the Developer, must:
- (a) provide any lessee or licensee of the Owners or Occupiers Lot with a copy of this Management Statement and take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any person on the Community Parcel with the consent of the lessee or licensee complies with these By-Laws;
 - (b) take all reasonable steps to ensure that invitees comply with these By-Laws and if the invitee does not comply with these By-Laws then the Owner or Occupier must take all reasonable steps to ensure that the invitee immediately leaves the Community Parcel;
 - (c) promptly pay to the Association all Contributions when and as they fall due on the Owner's Lot and pay or reimburse the Association on demand for any expenses of the Association in connection with the contemplated or actual enforcement or preservation of any rights under these By-Laws concerning the Owner or Occupier including, without limitation, expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those costs;
 - (d) do anything which the Owner or Occupier is required to do under these By-Laws at the cost of the Owner or Occupier;



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- (e) comply on time with all requirements and orders of authorities, all laws in connection with the Lot and the use or occupation of that Lot;
- (f) comply with the terms of any notice sent to that Owner or Occupier by the Association, the Executive Committee, a Service Provider or other relevant authority;
- (g) not directly or indirectly instruct agents, employees or contractors of the Association unless authorized to do so by the Association;
- (h) comply with the reasonable directions of and not hinder emergency services personnel or vehicles;
- (i) not make undue noise or behave in a way that might interfere with or cause offence to other Owners or Occupiers or their Invitees;
- (j) not object to the continuation of agricultural and viticultural activities practised by the Association or surrounding properties including aerial spraying, night harvesting and the use of scare guns;
- (k) not access or egress the Community Parcel over the Golf Course except in accordance with the rules of the Golf Course Operator;
- (l) not object to the use of the Golf Course by Golf Course members or other persons authorized by the Golf Course Operator to use the Golf Course;
- (m) not object to the use of Multi Purpose Pathways and Open Access Ways located on Community Property and in and around the Vintage by other owners, occupiers and invitees of the Vintage and the public whether by Car, bicycle or foot or such other means as set out from time to time in these By-Laws and the Golf Course Rules;
- (n) not drive Unauthorized Cars on any part of the Community Parcel or the Vintage;
- (o) comply with the Golf Course Rules in place from time to time when accessing or using the Golf Course; and
- (p) not object to any Development Activities on the Vintage and permit access by the Developer to the Community Parcel



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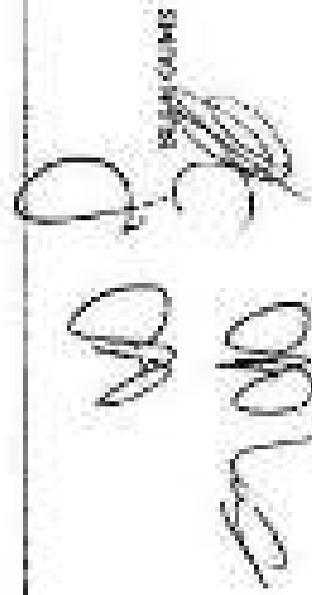
and to Drainage, Services, Additional Services and Service Lines within the Community Parcel for the development of the Vintage and connection of Services to other stages of the Vintage.

14.2 Owners and Occupiers acknowledge that:

- (a) given the proximity of Lots to the Golf Course, golf balls from the Golf Course, may from time to time cause damage to Improvements, Vehicles, private property or injure persons;
- (b) the Association and the Golf Course Operator are released from all liability and Owners, Occupiers and their licensees shall have no claim against the Association or the Golf Course Operator for loss or damage to Improvements, Vehicles, private property or injury to persons caused by golf balls from the Golf Course whether or not that loss, damage or injury is caused by the negligence of the Association, Golf Course Operator or a third party;
- (c) it is proposed to grant an easement in favour of the Association over Lot 105 in DP 1038043 for access, obligating the Owner of Lot 106 in DP 1038043 to maintain the easement site, road verges and improvements and entry gates on the easement site and road verges at the expense of the Association, other community associations and lots in the Vintage;
- (d) it is proposed some time in the future to grant an easement for access in favour of the Association over part Per 149 in DP 70352 being the proposed site of entry gates and landscaping off Albanvale Road (the 'entry area'), obligating the owner of part Per 149 in DP 70352 to maintain the entry area, on similar terms to the terms of the easement referred to in By-Law 14.2(c), at the expense of the Association, other community associations and lots in the Vintage.

14.3 Owners and Occupiers acknowledge that this By-Law 14 goes to the future of the development pursuant to s17 of the Management Act and can only be amended by unanimous resolution.

BY-LAW 15: KEEPING OF ANIMALS



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- 15.1 Owners and Occupiers may, with the consent of the Association, keep or permit an Animal excluding a cat, on the Community Parcel.
- 15.2 The Association must not unreasonably withhold its approval for the keeping of an Animal other than a cat on a Lot or on the Community Property.
- 15.3 Subject to By-Law 15.1, Owners and Occupiers must:
- (a) keep Animals within the confines of that Owner's or Occupier's Lot;
 - (b) clean up any waste or mess created by the Animal;
 - (c) tether and control the Animal if it is on any part of another Lot or Community Property; and
 - (d) take all appropriate steps to minimise noise or disturbance by the Animal to other Owners and Occupiers.
- 15.4 Owners and Occupiers must not keep or permit an Animal on the Golf Course.
- 15.5 Owners and Occupiers acknowledge that:
- (a) the Association and Golf Course Operator may remove and impound an Animal if an Animal is on the Golf Course or the Community Parcel other than as provided for in this By-Law 15;
 - (b) without limiting the Owner's or Occupier's liability under these By-Laws or the law generally, Owners and Occupiers who keep an Animal are liable to the Association, the Golf Course Operator and other Owners and Occupiers and all other persons lawfully on the Community Parcel or the Vantage for any unreasonable noise, disturbance or damage to or loss of property or injury to persons caused by the Animal.

BY-LAW 16: WASHING

- 16.1 Owners and Occupiers must not erect any clothes line or hoist or hang any washing, towels, bedding, clothing or other articles of a similar nature from any clothes line, hoist or railing on or within view of public areas, the Golf Course, Community Property or another Lot.



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16.2

All clothes drying areas must be screened with screening fences or landscaping or a combination of both and in accordance with the Guidelines.

BY-LAW 17:ASSOCIATIONS RIGHT TO ENTER INTO CONTRACTS - MANAGEMENT AGREEMENT

17.1

The Association may, on its own behalf contract with persons to:

- (a) provide management, operational, maintenance and other services and amenities in connection with Community Property; and
- (b) provide services or amenities to Owners and Occupiers.

17.2

The Association is empowered on its own behalf to provide certain management, maintenance and services to the Community Scheme and to Owners and Occupiers within the Community Scheme. The Association intends, during the initial period, to enter into a Management Agreement. The Management Agreement will be entered into during the initial period and for the purposes of Section 24(2)(a) of the Management Act the particulars of the Management Agreement are disclosed as follows:

- (a) Parties: The Association and the Manager.
- (b) Term: 5 years, plus 5 years plus 5 years.
- (c) Duties: The scheduled duties of the Manager include, but are not limited to the following:
 - (i) the general repair and maintenance of landscaping of Community Property;
 - (ii) the provision of cleaning and maintenance services of Community Property;
 - (iii) the general repair and maintenance of Security Services;
 - (iv) the provision of Additional Services, as determined by the Manager and Association from time to time;


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(2) **Assignment:** The Manager may assign the agreement without the consent of the Association.

(3) **Termination:** The Management Agreement may be terminated by the Association if:

- (i) the Manager neglects or fails to carry out the Managers duties within a reasonable time of the Manager receiving written notice of the same from the Association;
- (ii) the Manager breaches the assignment provisions in the Management Agreement; or
- (iii) the Manager is grossly negligent in the performance of its duties.

The Manager can, provided written notice has been given to the Association, terminate the Management Agreement upon the occurrence of the usual termination events, including non payment of fees owing or breach of the Management Agreement by the Association.

BY-LAW 18: EXCLUSIVE LETTING BUSINESS

The Association shall grant to the Letting Agent the exclusive right to carry on a business of letting Lots, residential dwellings and units in the Community Scheme and for this purpose shall enter into, from time to time, appropriate agreements on such terms and conditions as the Association may deem fit. The Association will not allow any person or corporation other than the Letting Agent to use any part of the Community Parcel or Property for any part of the Community Scheme or Community Property or directly or indirectly engage in or be concerned in nor allow any person or corporation in its employ to carry on or be concerned in the business of the letting of Lots, residential dwellings and units referred to in this By-Law.

BY-LAW 19: ASSOCIATION NOT LIABLE FOR DAMAGES

The Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any

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cause other than the negligence or fraud of the Association or any employee or agent of the Association.

BY-LAW 20: INTEREST ON OVERDUE MONEY AND RIGHT TO RECOVER MONEY

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

20.2 Owner and Occupier must pay the Association interest on any amount, other than a Contribution levied by the Association under the Management Act that is due for payment and remains unpaid from and including the date it is due for payment.

20.3 During the period that an amount under By-Law 20.2 remains unpaid, interest will be payable on demand or at times notified by the Association and will be calculated on daily balances at the rate equal to two per centum (2%) per annum above the rate quoted from time to time by the Association's bankers (as nominated by the Association) on overdraft accommodation in excess of \$100 000.00.

20.4 Interest may be capitalised by the Association at monthly intervals and interest is payable on capitalised interest at the rate and in the manner referred to in By-Law 20.3.

20.5 Nothing in this By-Law 20 prevents the Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

20.6 Owners agree to pay any GST payable for any taxable supply supplied to that Owner by, through or at the direction of the Association, to the Association or as directed by the Association.

BY-LAW 21: RULES

21.1 The Association may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation:

- (a) the control, management, operation and use of Community Property;
- (b) the storage, disposal and collection of garbage; and

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(c) the supply of Additional Services.

- 21.2 The Association may at any time add to or change the Rules. An addition or change to a Rule must not be inconsistent with the Management Act, the Development Act or these By-Laws.
- 21.3 Rules bind the Association, Owners and Occupiers.

BY-LAW 22: COMMUNICATIONS

- 22.1 Any complaint, notice, request or application to the Association must be addressed in writing to the Managing Agent or if there is no Managing Agent, to the Secretary.
- 22.2 A certificate signed by the Association, its Managing Agent or the Secretary about a matter or a sum payable to the Association in connection with these By-Laws is prima facie evidence of the amount or any other factual matter stated in it.
- 22.3 Any notice, approval or authorisation by the Association under these By-Laws must be in writing.

BY-LAW 23: APPROVALS OF ASSOCIATION

The Association may give conditional approval, unconditional approval or withhold its approval under these By-Laws in its absolute discretion unless expressly provided otherwise in these By-Laws.

PART 4 - RESTRICTED COMMUNITY PROPERTY

These By-Laws may not be amended during the initial period, except by order of the Supreme Court or the Board, and may only be amended after the expiry of the initial period by Special Resolution and with the written consent of each person entitled by the By-Laws to use the restricted Community Property in accordance with Section 54 of the Community Land Management Act, 1989.

BY-LAW 24: DEVELOPMENT OF THE PARCEL & THE VINTAGE

- 24.1 Use of the Community Property is restricted under this By-Law to the Developer for the purposes of carrying out the Development Activities.

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- 24.2 Restricted Use of the Community Property referred to in this By-Law 24 will cease when the Developer serves on the Association a notice informing the Association that Development Activities on Community Property have ceased, and construction of all Improvements on the Community Property have been completed (hereinafter called "the Completion Date").
- 24.3 The Developer must serve the notice referred to in this By-Law 24.2 on the Association within one (1) month of the Completion Date.
- 24.4 The conditions relating to use of the Community Property are that all damage to or interference with the Community Parcel caused by the carrying out of the Development Activities, must be made good at the expense of the Developer.
- 24.5 Access to Community Property may be exercised by the Developer, its employees, agents or assigns by private access ways or such other method as may be reasonably required by the Developer subject to By-Law 24.4, including by a public road system in and around the Community Parcel.
- 24.6 The restricted use rights conferred on the Developer under this By-Law 24 may be exercised between the hours of 7am and 6pm Monday to Friday inclusive and 7am to 1pm Saturday or such other times as may be permitted by the Council. The use of hydraulic rock hammers and other equipment or activities likely to contravene the provisions of the Protection of the Environment Operations Act 1997 is to be restricted to 8am to 5pm Monday to Thursday inclusive and 8am to 4pm Friday, excepting public holidays or such other times as may be permitted by Council.
- 24.7 Subject to By-Law 24.5, the rights of the Developer will not relieve the Association of its obligation to repair and maintain Community Property and the Association warrants that notwithstanding the exclusive rights of the Developer granted in this By-Law 24, the Association must repair and maintain the Community Property at the cost of the Association and without the Developer being liable to the Association for any additional or special levy for the exclusive rights granted to the Developer.
- 24.8 The Association must levy Contributions on Owners for any costs associated with maintaining the Community Property referred to in this By-Law.

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- 24.9 The Developer has the exclusive right to procure installation of the Services and the Additional Services to service all Lots in the Community Scheme and all lots and future lots in the Village.
- 24.10 The Developer has the exclusive right to carry out the Development activities on the Community Parcel and the Village.
- 24.11 The matters set out under Clause 6 Schedule 3 of the Development Act apply to and form part of his By-Law 24 unless the context indicates to the contrary. It is acknowledged that the Developer and all persons authorised by it have the rights to develop the Community Parcel, Community Property and the Village in stages and carry out Development Activities on the Community Parcel, the Community Property and the Village. The staging and timing of stages of development of the Community Parcel, the Community Property, Community Facilities and The Village will be as determined by the Developer in its sole discretion and the Developer gives or makes no warranty as to the Completion Date of construction of Community Facilities, Development Activities or construction of any facilities that comprise the Community Parcel, the Community Property, the Community Facilities or the Village or any future stage or substage within the Village.
- 24.12 The Developer and all persons authorised by it have the following rights for the purpose of enabling those persons to complete the development of the Community Parcel and the Village in stages and carry out Development Activities on the Community Parcel and the Village:
- (a) Access Rights - complete and unrestricted access by foot or Vehicle or such other machinery or equipment deemed necessary by the Developer to, on and over the Community Property and Community Parcel;
 - (b) Parking Rights - the right to park Vehicles, machinery and equipment on Community Property and Community Parcel;
 - (c) Temporary Facilities - the right to place on or attach to Community Property and the Community Parcel temporary offices, sheds, depots, building materials, cranes and other equipment;
 - (d) Right to Install and Maintain Services and Additional Services - the right to install and maintain Services and

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Additional Services on Community Property, the Community Parcel and the Vintage.

- (k) Right to Connect Services and Additional Services - the right to connect Services and Additional Services within Community Property, the Community Parcel and the Vintage;
- (l) Right to Attach Signs - the right to attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Property, the Community Parcel and the Vintage; and
- (m) Right to Conduct Auctions and Sales - the right to conduct auction and sales activities on the Community Property, the Community Parcel and the Vintage.

24.13 As a condition of the restricted use rights conferred on the Developer pursuant to this By-Law 24, the Developer must not unreasonably prevent Owners and Co-owners from using the Community Parcel including but not limited to Community Property, for any purpose permitted by the Management Statement.

Management

24.14 24.14.1 The Manager has the right to the use of Community Property for the purpose of performing and exercising functions and duties permitted or required under the Management Agreement.

24.14.2 The Association must maintain the Community Property notwithstanding that the Manager pays the cost of any repair or maintenance attributable to the exercise of the rights conferred upon the Manager pursuant to the Management Agreement.

24.14.3 The Association must levy a contribution on its members for any costs and expenses associated with maintaining or repairing the Community Property where such maintenance or repair results from the exercise by the Manager of rights pursuant to the Management Agreement.

24.14.4 The Association may enter into an agreement with the Manager (on terms agreed by them) further regulating the rights conferred under this By-Law.

Handwritten signatures and initials of the Management Committee members, including a large signature that appears to be 'D' and several other initials.

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PART 5 - BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

BY-LAW 25: REQUIREMENTS OF PUBLIC AUTHORITIES

25.1 Hunter Water Corporation

25.1.1 Notwithstanding any other By-Law in this Management Statement, the terms of memorandum E476715 are incorporated into this Management Statement. The terms of the memorandum set out:

(a) the rights and privileges of the Hunter Water Corporation, its servants and agents which are ancillary to the rights and obligations conferred on the Hunter Water Corporation by s 36 of the Development Act; and

(b) the obligations imposed on Owners within the Community Scheme.

25.1.2 This By-Law 25.1 may only be revoked or amended with the written consent of the Hunter Water Corporation.

25.2 Energy Australia

25.2.1 Energy Australia requires that the Association provide, at all times, Energy Australia and authorised Energy Australia employees, including but not limited to Reserve personnel with mechanical and key access to Energy Australia's Service Lines and equipment located on the Community Parcel.

25.2.2 Low voltage distribution systems located within the Community Scheme (if any), are the property of the Community Association. The Community Association shall be responsible for and arrange for the maintenance and repair of low voltage distribution systems and related equipment located on the Community Parcel.

25.2.3 High voltage reticulation located on the Community Parcel (if any) remain the property of Energy Australia who shall repair and maintain the high voltage reticulation.



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25.2.4 All electrical equipment, including but not limited to, street lights, LV poles and LV distribution cables are the property of and are to be maintained by the Community Association.

25.2.5 Energy Australia will provide a single, low voltage connection point at each electricity substation located in the Community Scheme. The Community Association must provide a suitable low voltage main switch board to distribute electricity from each such connection point.

25.2.6 Energy Australia requires an easement to be created for high voltage, underground cables and busk substations located within the Vintage and an easement for access over the Community Property. It is intended to create a statutory easement pursuant to section 36 of the Development Act over high voltage underground cables and electricity substations in favour of Energy Australia.

25.2.7 This By-Law 25.2 may only be revoked or amended with the written consent of Energy Australia.

25.3

AGL Gas Networks Limited

25.3.1 Notwithstanding any other By-Law in this Management Statement, the terms of memorandum 2507-90 are incorporated into this Management Statement. The terms of the memorandum set out:

- (a) the rights and privileges of the AGL Gas Networks Limited (formerly AGL Sydney Limited), its servants and agents which are ancillary to the rights and obligations conferred on the AGL Gas Networks Limited by s36 of the Development Act; and
- (b) the obligations imposed on Owners within the Community Scheme.

25.3.2 AGL Gas Networks Limited requires that all Owners and the Association give AGL Gas Networks Limited reasonable access to the Community Property for the purpose of gas pipe installation prior to the commencement of any improvements on a Lot.

25.3.3 AGL Gas Networks Limited requires a service allocation of between 1.2 metres and 1.8 metres from the optical building line.



Handwritten signature and initials, likely representing the Registrar-General or a related official.

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25.3.4 This By-Law 25.3 may only be revoked or amended with the written consent of the AGL Gas Networks Limited.

25.4 Australia Post

25.4.1 As a condition of Australia Post providing a delivery service to the Community Parcel, the Association and Owners must grant to Australia Post, its contractors, servants and agents, with all necessary vehicles and equipment, reasonable access to the Community Parcel.

25.4.2 Australia Post requires that:

- (a) Owners position letterboxes so that the delivery of mail by Australia Post may be effected without the need for Australia Posts' contractors, agents or servants alighting from delivery vehicles and without causing Australia Posts' contractors, agents or servants to contravene traffic laws and regulations;
- (b) driveways on Lots must not be hindered by closed gates at the boundary alignment so as to preclude delivery as provided for in By-Law 25.4.2(a), and
- (c) Owners clearly display their Lot number.

25.4.3 Owners and Occupiers acknowledge that Australia Post reserves the right to change the method of delivery of mail based on the most cost efficient method available to Australia Post to deliver mail.

25.4.4 This By-Law 25.4 may only be revoked or amended with the written consent of Australia Post.

25.5 Telstra

25.5.1 Pursuant to Schedule 3 of the Telecommunications Act 1997 (Cth), Telstra may exercise the following powers:

- (a) the power to inspect the Community Parcel to determine whether the Community Parcel is suitable for Telstra's purpose;
- (b) the power to install a facility on the Community Parcel; and



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(c) the power to maintain a facility that is situated on the Community Parcel.

25.5.2 This By-Law 25.5 may only be revoked or amended with the written consent of Telstra.

25.6

Council

25.6.1 By-Laws which are inconsistent with the terms of development consent no. 118/095/147 and 150995/72 as amended from time to time, are void and invalid to the extent of their inconsistency.

25.6.2 This By-Law 25.6 may only be revoked or amended with the written consent of Coonook City Council.



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SIGNATURES CONSENTS AND APPROVALS

DATED: 14th day of January 2024

THE COMMON SEAL OF VIN
DEVELOPMENTS PTY LIMITED
APPROVED ACCORDING TO
ARTICLE 28 OF THE COMPANY'S CONSTITUTION



The common seal of VINTAGE DEVELOPMENTS PTY LIMITED

(ACN 067 567 006) was hereunto

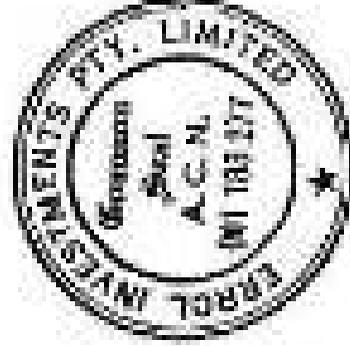
affixed in accordance with the

articles of association of the

company

John Stuenkel
DIRECTOR

John Stuenkel
SECRETARY



The Common Seal of ERCOL INVESTMENTS PTY LIMITED (ACN 001 183 217) was hereunto affixed in accordance with the articles of association of the company

John Stuenkel
SECRETARY

John Stuenkel
DIRECTOR

SIGNED, SEALED AND DELIVERED

For and on behalf of ST GEORGE BANK LIMITED
A.C.N. 005 813 044 by its
Attorney under power of
Attorney registered No. 785
8000 1052

Stephyn Mackenzie
STEPHYN MACKENZIE
EXECUTIVE MANAGER

As witnesses who hereby state that at the time of
this affixing the instrument they have no notice
of the revocation of the Registered Power of
Attorney registered in Land Titles Office Book 6354
No. 785 under which they execute this instrument.

ATTEST:
First Witness:
Second Witness:

STEPHYN MACKENZIE
EXECUTIVE MANAGER

ATTEST:
First Witness:
Second Witness:

Wanda
WANDA
CREDIT ANALYST

Wanda
WANDA
CREDIT ANALYST

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CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has approved the development described in Development Application No. 8/2003/Ter/1; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: 5/1/04

Signature on behalf of consent authority [Signature] for Consensus City Council

[Signature]
[Signature]
[Signature]

DP270372

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PART 6 - DEFINITIONS, INTERPRETATION AND GENERAL

BY-LAW 26: INTERPRETATION

The following words have these meanings in the By-Laws unless a contrary intention appear

26.1 "Access Way" means either an Open Access Way or a Private Access Way.

"Access Way Plan" means the plan attached in Part 8 of this Management Statement.

"Additional Services" means any service in addition to those listed in By-Law 10.1 running through or serving Lots or Community Property including but not limited to statutory services, private services and security services.

"Adjoining Owners" means the first lot on either side of the Applicant's Lot excluding Community Property within the Community Plan.

"Animal" means any animal including but not limited to dogs, insect, reptiles, horses or birds.

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

"Applicant" means:

- (a) for an application to add to or alter the Guidelines - an Owner who applies to the Association for the addition or alteration; or
- (b) for Improvements - an Owner who submits plans and specifications to the Design Review Committee for approval.

"Application" means:

- (a) for an application to add to or to alter the Guidelines - a written application detailing the alterations or additions and which may also include plans and specifications;
- (b) for Improvements - a written application for Improvements including, but not limited, to detailed architectural plans and specifications of all Improvements.

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"Association" means the corporation that:

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

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

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

"Cart" means a golf cart authorised by the Golf Course Rules for use on the Golf Course.

"Community Facilities" means the facilities, amenities and improvements which may include barbecues, benches and shelters or other authorised improvements and open space areas located on Community Property.

"Community Legislation" includes:

- (a) Community Land Development Act 1989;
- (b) Community Land Management Act 1989;
- (c) Community Land Development Regulation 2000; and
- (d) Community Land Management Regulation 2000;

as amended from time to time and all cognate legislation and regulations.

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

"Community Plan" means the plan of subdivision of the land by a community plan into the Lots.

"Community Property" means lot 1 in the Community Plan comprising two informal open space parkland, Community Facilities and the Multi Purpose Pathway.

"Community Scheme" means:



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- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel and the Vintage;
- (c) any form or work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the Developer;
- (d) the use of any part of the Community Parcel or the Vintage in connection with the forms of work referred to in paragraphs (a) to (c) of this definition;
- (e) the subdivision of any part of the Community Parcel or the Vintage; or
- (f) work required by Council or any relevant authority in connection with the Community Parcel or the Vintage development.

"Development Lot" has the same meaning as in the Development Act.

"Drainage" includes but is not limited to underground piping, drainage structures (other than in public road carriageways), causeways, water storage retention basins, water quality enhancement facilities, overland flow paths, inter-alignment drainage and gross pollutant traps located on Community Property or the subject of a statutory easement or easement in favour of the Association.

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

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

"Function" includes a power, authority or duty.

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

"Golf Course" means Lot 1023 in DP 1050956 and includes but is not limited to the golf course, golf clubhouse and facilities.

"Golf Course Operator" means the commercial operator of the Golf Course.



Handwritten signatures and initials, including a large signature and the name 'R. BROWN' written vertically.

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"Golf Course Rules" means the rules in place from time to time as determined by the Golf Course Operator governing the use of the Golf Course.

"GST" means the Goods and Services Tax as contained in *A New Tax System (Goods and Services Tax) Act 1999* and related acts of the Commonwealth and equivalent rulings and regulations.

"Guidelines" means the Architectural and Landscape Guidelines prescribed for the Community Association and amended from time to time in accordance with By-Laws 2 and 3.

"Improvements" includes building alterations, amendments, modifications, new constructions, structures, building works which have changed since approval by the Design Review Committee, landscaping and external repairs whether or not requiring the approval of Council, but for the purposes of By-Law 4 only, exclude changes to the interior of a dwelling which:

- (a) do not require the approval of Council;
- (b) do not interfere with or involve connection to Services; and
- (c) are not visible from another Lot, Community Property or the Golf Course.

"Inwriter" means a person on the Community Parcel with the consent express or implied of an Owner, Occupier or the Association.

"Lot" means a Lot within the Community Scheme.

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

"Manager" means Vintage Management Services Pty Limited (ACN 097 855 082), its successors and assigns.

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

"Management Agreement" means the agreement between the Association and the Manager described in By-Law 17.

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



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"Multi Purpose Pathway" means the Open Access Way path located on Community Property for use by Owners, Occupiers and Inviteses, other owners, occupiers and invitees of the Village and the public, whether by foot, Cart or bicycle.

"Occupier" means a resident and includes resident Owners, any leasee, licensee or assignee of a Lot.

"Open Access Way" means an open access way within the Community Parcel set apart under Section 47 of the Development Act and shown in the Access Way Plan.

"Open Space Areas" means the open space parcels described as such on the Community Plan.

"Owner" means the registered proprietor on title of a Lot or mortgagee in possession of a Lot, its successors and assigns.

"Parties" means the Association and each Owner or Occupier within the Community Parcel.

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

"Private Access Way" means a private access way within the Community Parcel set apart under Section 47 of the Development Act.

"Private Services" includes those services provided by a private corporation, body, entity or person other than a statutory authority as prescribed in Part 5 Regulation 37 of the Community Land Development Regulations 2000 or capable of creation as a statutory easement.

"Road Verges" means the strip of land from the public road kerb to the Lot boundaries of variable width dedicated to Council, used for the installation of services, verges and pedestrian access ways, landscaping and drainage but excluding verges abutting Vintage Drive.

"Rules" means the rules made under By Law 20.

"Secretary" means the secretary of the Association.

"Services" means the services referred to in By-Law 10.1 and includes Private Services and Statutory Services.



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- (d) reference to a person includes a reference to the person's executors, administrators, successors and assigns;
- (e) a reference to an instrument includes any variation or replacement of it;
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and
- (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

26.3 Unenforceability of a part or provision of These By-Laws does not affect the enforceability of any other part or provision and the unenforceable part or provision is taken to be severed from this Management Statement without affecting the remainder of the document.

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

26.5 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, consulted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.

3831 BY-LAW 27 ADDED. SEE EXHIBIT 'D'

 24.5.2013

REGISTERED  03-02-2004




SEE DF OPEN ACCESS MAPS
HISTORICAL FILE

SEE REPLACEMENT OBJECTS

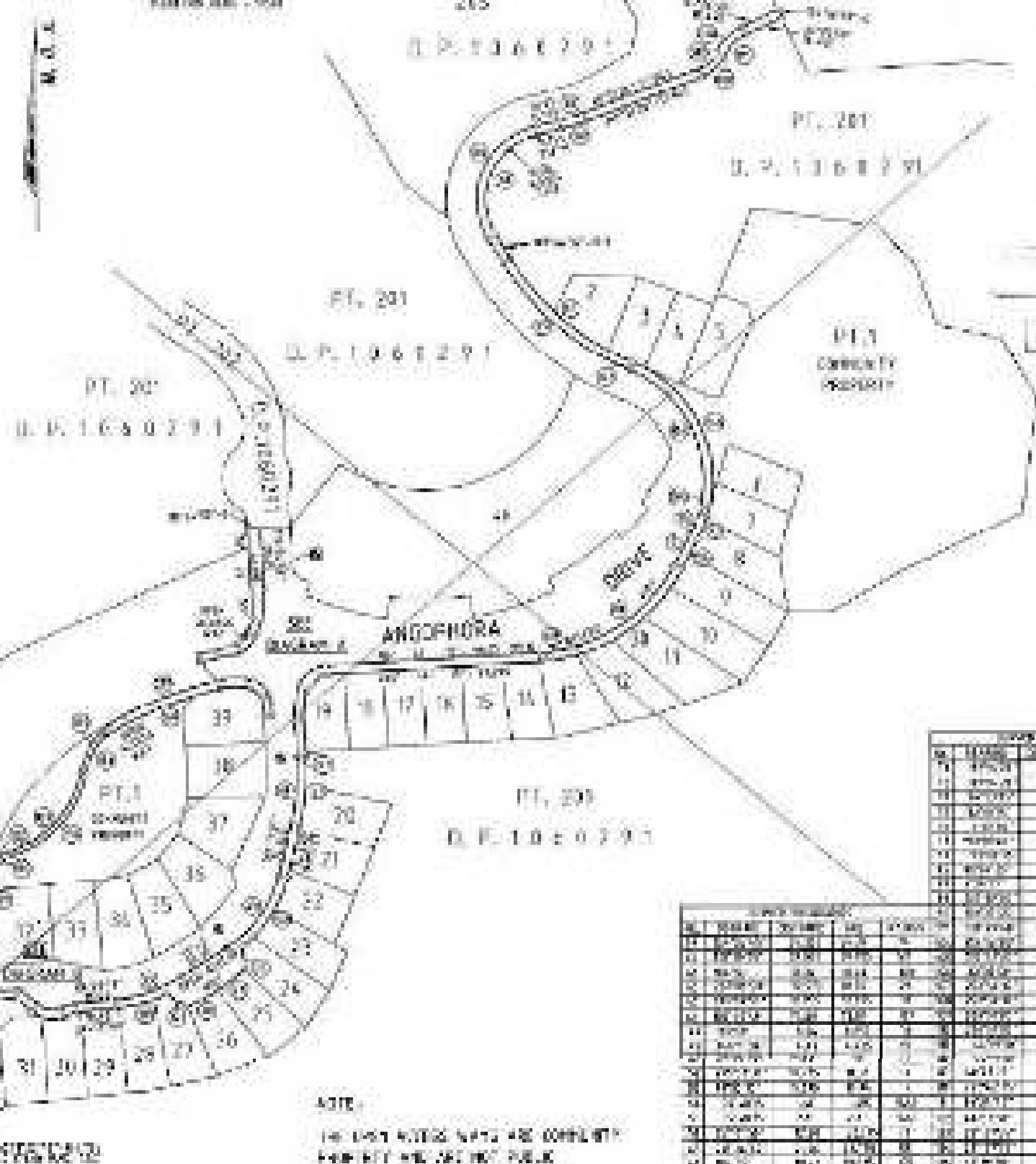
PT. 201
 U. P. 1061291

NOTE: THIS MAP IS A PART OF THE INFORMATION SYSTEM WHICH IS MAINTAINED BY THE DEFENSE CIVIL CONTROL ADMINISTRATION. FOR MORE INFORMATION CONTACT THE DIRECTOR, DEFENSE CIVIL CONTROL ADMINISTRATION, WASHINGTON, D. C. 20304.

RECORD NUMBER: **DF 03-01-2004**

● RED SIGN WAY
 (IN HOUSING AREA)

● TURNING CLOSE
 (IN HOUSING AREA)



HOUSING AREA									
LOT	OWNER	ADDRESS	AREA	TYPE	DATE	STATUS	REMARKS	DATE	BY
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NOTE:
 THE OPEN ACCESS MAPS ARE COMPLETE
 PROPERTY AND ARE NOT PUBLIC

Site: 21CSM
 Release: 1
 Download: regonlin

**AMENDMENT OF
 MANAGEMENT STATEMENT**
 New South Wales
 Section 38

**MANAGEMENT STATEMENT
 ANNEXURE 'A'**

DP 210372

FORMS TITLE

PROBANCY NOTE: This information is legally required and will become part of the public record

Folio of the Register for the Association Property
 21270372

SIGNED BY

Delivery Box 30P	Name, Address or DX and Telephone L.J. KANE S.A. Gums Gums - Str 2,	CODE CS
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APPLICANT

Community Association	Deposited Plan No. 270372
-----------------------	----------------------------------

The applicant certifies that by a special resolution passed on 10th Feb 2004 and in accordance with section 14 of the Community Land Management Act 1989 it amends the management statement as follows:

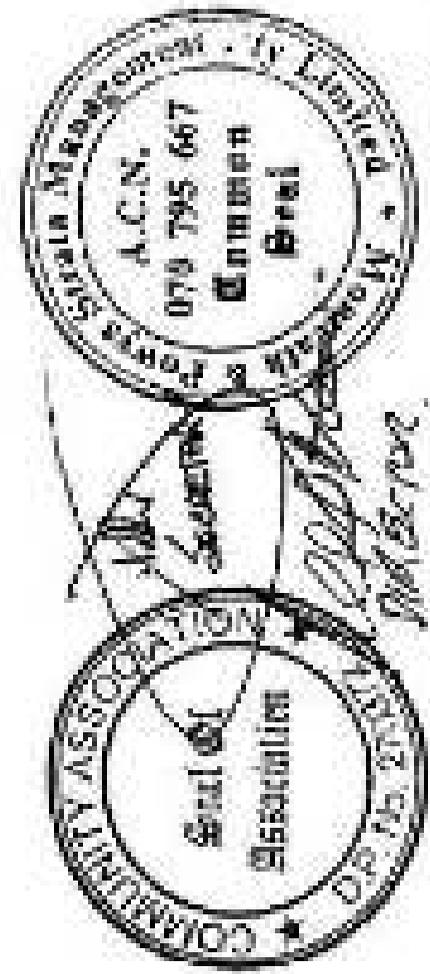
WITNESSES

Witness	Added	is fully set out below
---------	-------	------------------------

EVIDENCE OF ADOPTED BY-LAWS

As discovered from the Special Resolution, the Community Association resolved in accordance with the provisions of Section 14 of the Community Land Management Act 1989 to request the Registrar to amend the Management Statement of DP270372 by replacing:
 the Service Marks Plan (Plan attached and referred to as existing Plan attached and referred to as the attached Replacement Service Marks Plan (Plan attached and referred to as a Replacement Plan attachment 'a'));

the Access Way Plan (Plan attached and referred to as existing Plan attachment 'b')) with the attached Replacement Access Way Plan (Plan attached and referred to as a Replacement Plan attachment 'a'));



The counterpart of the Community association deposited plan 270372 was affixed heron the possession of a person authorised by section 4 of the Community Land Management Act 1989 to that the affixing of the seal

Signature of witness:

Name of witness:

The Common Seal of Hemmest & Payne Strata Management Pty. Ltd. was hereunto affixed by authority of

the Board of Directors in the presence of: **TOM FULLER**
Robbie MONTGOMERY

Form: 21CSM
Revision: 2.1
www.land.gov.gov.uk

**AMENDMENT OF
MANAGEMENT STATEMENT**
New South Wales
Section 37
Community Land Development Act 1989

DP 270372
MANAGEMENT STATEMENT
ANNEXURE 'B'
Sheet 1 of 1 Sheet

PROXY NOTE: Section 31B of the Real Property Act 1986 (RPA 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 33B RPA Act requires that the Registrar is made available to any person for search upon payment of a fee. *None*

TERRAINS TITLE

1/270372		CODE	
Document Collection Box	Name, Address, or DX, Telephone, and e-mail (if any)	495R	CS
	LLPN: 1331517 BT-LAW EXPRESS 2PO BOX 751, SYDNEY NSW 2001 PHONE: 9252 3197		
	Reference:		

APPLICANT

Community	Association	Deposited Plan No:	270372
-----------	-------------	--------------------	--------

The applicant certifies that by a special resolution passed on 05 April 2013 in accordance with section 14 of the Community Land Management Act 1989 it granted the management valuer's authority as follows:

BY-LAWS	Repealed	Added	is fully set out below
		27	

TEXT OF AIDED BY-LAW

BY-LAW 27 - Electronic Delivery of Notices

A document or notice may be served by the Community Association, its secretary or executive committee on the owner of a lot by electronic means if the person has given the Community Association an e-mail address for the purpose of service and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender provided that the sender does not receive an electronic notification of unsuccessful transmission if a "bounce back" or "undeliverable" within 14 hours.



The common seal of the Community Association deposited plan 270372 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 in order for affixing of the seal

Debbie Richards

Signature of witness:

Name of witness: Debbie Richards

Date: 06 May 2013

REGISTERED 24 05 2013



John Chisum
 Chief Engineer



U.S. Army
 Corps of Engineers

CONTRACT NO. DA-36-069-ORD-4620
 TITLE: *Water Control Project*
 PROJECT NO. *100-100-100-100*
 DRAWING NO. *100-100-100-100*

DESIGNED BY: *[Signature]*
 CHECKED BY: *[Signature]*
 DATE: *10/1/60*

PROJECT NO. *100-100-100-100*

DATE: *10/1/60*

SCALE: *1" = 100'*

PROJECT TITLE: *Water Control Project*

PROJECT LOCATION: *[Address]*

PROJECT OWNER: *[Name]*

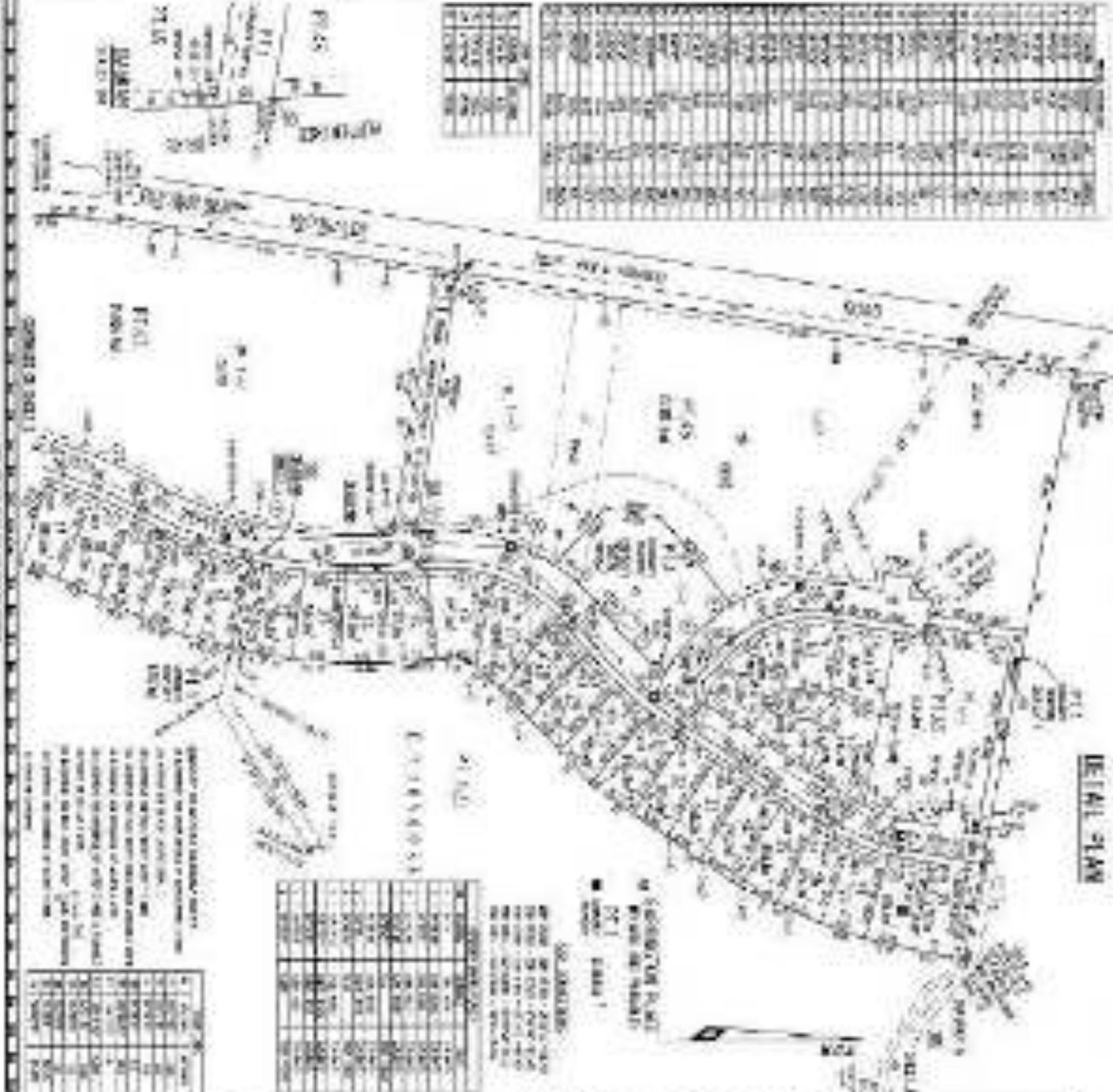
PROJECT ENGINEER: *[Name]*

PROJECT ARCHITECT: *[Name]*

PROJECT CONTRACTOR: *[Name]*

NO.	DESCRIPTION	AMOUNT	TOTAL
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DETAIL PLAN



CONSTRUCTION PLAN
 OF
 WATER CONTROL PROJECT
 NO. 1
 SHEET 1

SCALE: *1" = 100'*

NO.	DESCRIPTION	AMOUNT	TOTAL
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GENERAL NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE U.S. ARMY CORPS OF ENGINEERS' MANUALS AND SPECIFICATIONS.
 2. ALL DIMENSIONS SHALL BE IN FEET AND INCHES.
 3. ALL DISTANCES SHALL BE MEASURED ALONG THE CENTERLINE OF THE CANALS.
 4. ALL STRUCTURES SHALL BE CONSTRUCTED TO THE DESIGN SPECIFICATIONS.
 5. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
 6. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
 7. ALL CHANGES SHALL BE MADE BY A CORRECTED SET OF DRAWINGS.
 8. ALL NOTES SHALL BE REFERENCED BY NUMBER.
 9. ALL NOTES SHALL BE WRITTEN IN INK.
 10. ALL NOTES SHALL BE CLEARLY LEGIBLE.

DP270343

10/1/60

U.S. ARMY
 CORPS OF ENGINEERS
 DISTRICT OFFICE
 WASHINGTON, D.C.

NO. 1
 SHEET 1

CONSTRUCTION PLAN
 OF
 WATER CONTROL PROJECT
 NO. 1
 SHEET 1

SCALE: *1" = 100'*

CONTRACT NO. DA-36-069-ORD-4620
 TITLE: *Water Control Project*
 PROJECT NO. *100-100-100-100*
 DRAWING NO. *100-100-100-100*

DESIGNED BY: *[Signature]*
 CHECKED BY: *[Signature]*
 DATE: *10/1/60*

PROJECT NO. *100-100-100-100*

DATE: *10/1/60*

SCALE: *1" = 100'*

PROJECT TITLE: *Water Control Project*

PROJECT LOCATION: *[Address]*

PROJECT OWNER: *[Name]*

PROJECT ENGINEER: *[Name]*

PROJECT ARCHITECT: *[Name]*

PROJECT CONTRACTOR: *[Name]*

CONTRACT NO. DA-36-069-ORD-4620
 TITLE: *Water Control Project*
 PROJECT NO. *100-100-100-100*
 DRAWING NO. *100-100-100-100*

DATE: 10/15/2014
 TIME: 10:00 AM
 PROJECT: 1501 N. Dearborn Street
 SHEET: 1 OF 1

DETAIL PLAN



THIS PLAN IS A DETAIL OF THE MAIN PLAN AND IS TO BE CONSIDERED AS SUCH. IT IS THE RESPONSIBILITY OF THE ENGINEER TO VERIFY THE ACCURACY OF THE DATA AND THE APPROPRIATENESS OF THE DESIGN. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF THE PUBLIC. THE CITY OF CHICAGO SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THIS PROJECT.

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	10/15/2014	J. J. [Signature]	[Signature]
2	REVISION			
3	REVISION			
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10	REVISION			



NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	10/15/2014	J. J. [Signature]	[Signature]
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NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	10/15/2014	J. J. [Signature]	[Signature]
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7	REVISION			
8	REVISION			
9	REVISION			
10	REVISION			

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS FOR STREETS AND SEWERAGE.
 3. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF THE PUBLIC.

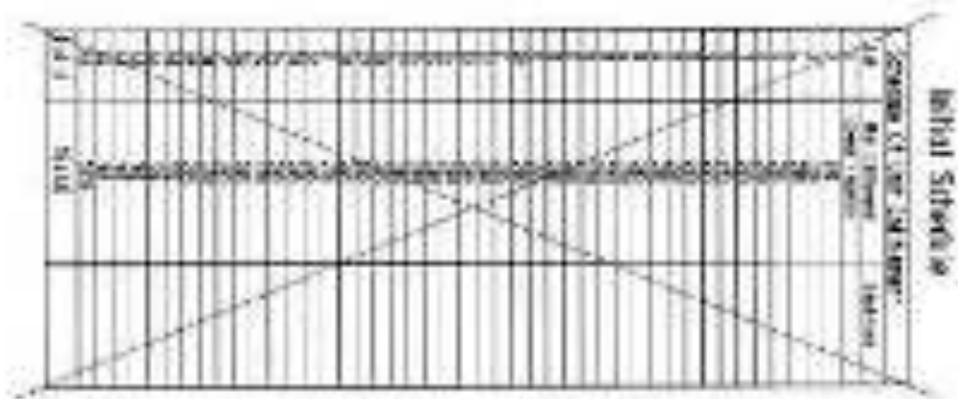
DATE: 10/15/2014
 TIME: 10:00 AM
 PROJECT: 1501 N. Dearborn Street
 SHEET: 1 OF 1

DESIGNED BY: J. J. [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

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Ministry of Agriculture
Government of India

1. Name of the Survey
2. Date of Survey
3. Name of the Surveyor
4. Name of the Station
5. Name of the District
6. Name of the Taluk
7. Name of the Village
8. Name of the Block
9. Name of the Sub-Block
10. Name of the Survey Area

11. Name of the Surveyor
12. Name of the Station
13. Name of the District
14. Name of the Taluk
15. Name of the Village
16. Name of the Block
17. Name of the Sub-Block
18. Name of the Survey Area

Sl. No.	Name of the Survey	Date of Survey	Name of the Surveyor	Name of the Station	Name of the District	Name of the Taluk	Name of the Village	Name of the Block	Name of the Sub-Block	Name of the Survey Area
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1. Name of the Survey
2. Date of Survey
3. Name of the Surveyor
4. Name of the Station
5. Name of the District
6. Name of the Taluk
7. Name of the Village
8. Name of the Block
9. Name of the Sub-Block
10. Name of the Survey Area



SECTIONAL SHEET A

NETAL PLAN

1. Name of the Survey
2. Date of Survey
3. Name of the Surveyor
4. Name of the Station
5. Name of the District
6. Name of the Taluk
7. Name of the Village
8. Name of the Block
9. Name of the Sub-Block
10. Name of the Survey Area

Sl. No.	Name of the Survey	Date of Survey	Name of the Surveyor	Name of the Station	Name of the District	Name of the Taluk	Name of the Village	Name of the Block	Name of the Sub-Block	Name of the Survey Area
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1. Name of the Survey
2. Date of Survey
3. Name of the Surveyor
4. Name of the Station
5. Name of the District
6. Name of the Taluk
7. Name of the Village
8. Name of the Block
9. Name of the Sub-Block
10. Name of the Survey Area

SECTIONAL SHEET B

NETAL PLAN

1. Name of the Survey
2. Date of Survey
3. Name of the Surveyor
4. Name of the Station
5. Name of the District
6. Name of the Taluk
7. Name of the Village
8. Name of the Block
9. Name of the Sub-Block
10. Name of the Survey Area

Sl. No.	Name of the Survey	Date of Survey	Name of the Surveyor	Name of the Station	Name of the District	Name of the Taluk	Name of the Village	Name of the Block	Name of the Sub-Block	Name of the Survey Area
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1. Name of the Survey
2. Date of Survey
3. Name of the Surveyor
4. Name of the Station
5. Name of the District
6. Name of the Taluk
7. Name of the Village
8. Name of the Block
9. Name of the Sub-Block
10. Name of the Survey Area

DETAIL PLAN

SECTION: RIVER SECTION

ADDITIONAL SHEET 2

DP220343



NO.	DESCRIPTION	DATE
1	DESIGNED	1981.11.18
2	CHECKED	1981.11.18
3	APPROVED	1981.11.18

NO.	DESCRIPTION	DATE
1	DESIGNED	1981.11.18
2	CHECKED	1981.11.18
3	APPROVED	1981.11.18



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DP270343

COVER SHEET FOR SECTION 86B INSTRUMENT

A. I ENTIRE

As a result of a Company Plan of Subdivision which was certified a Section 86B instrument has instrument now comprised separate documents registered on different dates.

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 86B Inc.
Document 1	11-7-2007	5	17
Document 2	5-4-2004	3	5

TOTAL NUMBER OF SHEETS OF SEC 86B FILMED
(INCLUDING COVER SHEET)

**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 & 88E CONVEYANCING ACT, 2012**

DP270343

Sheet 1 of 13 Sheets

Subdivision of Lots 1021 and 1022
DP1010955 and Easements within
Lot 1023 DP1010955

**Full name and address of
owner of the land:**

Vivago Developments Pty Limited
(ACN 067 567 006)
Suite 3102, Level 31
Tower Building, Australia Square
204 George Street
SYDNEY NSW 2000

Emol Investments Pty Limited
(ACN 001 183 277)
Suite 3102, Level 31
Tower Building, Australia Square
204 George Street
SYDNEY NSW 2000

**Full name and address of
mortgagee of the land:**

Macquarie Bank Limited
(ACN 004 983 542)
No.1 Martin Place,
SYDNEY NSW 2000

St George Bank Limited
(ACN 055 513 070)
152 George Street
SYDNEY NSW 2000

PART 1 - CREATION

Number of items shown in the intention parcel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Relevant lot	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Maintenance of Landscaping 3 Wide (A)	2-45 inclusive	Connock City Council
2	Easement for Drainage of Water 5 Wide (B)	45	Connock City Council

[Handwritten signature]
24/9/14

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 & 88C CONVEYANCING ACT, 1919**

Sheet 2 of 13 Sheets

DP270343

Subdivision of Lots 1021 and 1022
 DP1059556 and Easements within
 Lot 1021 DP1059556

3	Restriction on Use (Access Drivall) (C)	45	Cessnock City Council
4	Easement for Electricity Supply 2 Wide (D)	1	Energy Australia
5	Easement for Electricity Substation variable width (E)	1	Energy Australia
6	Easement for Drainage of Water 5 Wide (F)	1 1023/1059556	Cessnock City Council 1, Cessnock City Council
7	Easement for Drainage of Water 5 Wide and Variable (G)	1	Cessnock City Council
8	Right of Access 5 Wide (H)	1	Cessnock City Council
9	Easement for Drainage of Water 5 Wide (I)	1023/1059556	1, Cessnock City Council
10	Positive Covenant (J)	2 - 45 inclusive	Cessnock City Council
11	Right of Access - variable Width (K)	1	2-24/270398 2-28/270398 43-48/270398 56-103/270398 * 2070343 * 2070344 1025/1059556 1026/1059556 1023/1059556

10

* These PARTS OF LOT 1024 IN DP 1059556
 CONVEYING PROPOSED LOTS 243 IN DP 270343.

[Handwritten signatures and initials]

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 & 88E CONVEYANCING ACT 1919**

Sheet 1 of 13 Sheets

Subdivision of Lots 1021 and 1022
DP1050956 and Easements within
Lot 1025 DP1050956

DP270343

PART 2 (Terms)

- 1 **Terms of Easement for Maintenance of Landscaping 3 Wide numbered 1 on the Plan**

The owner of the lot burdened must permit the easement area to be used only for the purposes of:

- (a) landscaping the lot,
- (b) maintaining and replacing the landscaping on the lot.

Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 2 on the plan:

Council

- 2 **Terms of Easement for Drainage of Water 5 Wide numbered 2 on the Plan**

2.1 The terms of Part 3 Schedule 4A of the Conveyancing Act 1919 are incorporated.

2.2 Council must maintain at their cost the drainage system depicted (B) on the plan.

Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 2 on the plan:

Council

- 3 **Terms of Restriction on Use (Access Denial) numbered 3 on the Plan**

The owner of the lot burdened must not access a lot burdened by crossing the boundary depicted (C) on the plan, whether by registered or unregistered motorised vehicle or by foot.

Name of person empowered to release, vary or modify the easement, restriction or positive covenant numbered 3 on the plan:

Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PREFERENCE
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 & 88C CONVEYANCING ACT, 1919**

Sheet 5 of 13 Sheets

Subdivision of Lots 1001 and 1002
DP1050955 and Easements within
Lot 1003 DP1050956

DP270343

- 4.7 The owner of the lot burdened does hereby for itself and other owners from time to time of this lot burdened covenant with Energy Australia that it will not without the consent of Energy Australia after or pursuant to be allowed the existing ground levels of this easement do will it without the like consent erect or permit to be erected or placed any structure, object or equipment, above or below the use of this easement.

Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 4 on the plan.

Energy Australia

5 Easement for Electricity Substation variable width numbered 5 on the Plan.

- 5.1 Full and free right, leave, liberty and licence for Energy Australia its successors and assigns its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act in its or their behalf.
- (a) to erect, construct, place, inspect, alter, repair, remove, maintain and use upon the lot burdened, but only within the site of this easement, an electricity substation for the transmission of electricity (the ownership of all of which works it is hereby acknowledged is vested in Energy Australia);
- (b) to cause or permit electricity to flow or to be transmitted through and along the said electricity substation and conductors, mains, wires, cables and auxiliary works;
- (c) to enter and be in the lot burdened with or without vehicles and plant and equipment for the purposes of exercising any right, leave, liberty or licence granted hereunder;
- (d) to cut, lop or top trees, branches and other growths or foliage which now or at any time hereafter may overhang, encroach or be in or on the lot burdened and which in the opinion of Energy Australia may be likely to interfere with any right, leave, liberty or licence granted hereunder;
- (e) for the purpose of gaining access to the lot burdened with or without vehicles and plant and equipment to enter, be upon traverse and depart

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 & 88C CONVEYANCING ACT, 1919**

DP270343

Sheet 5 of 13 Sheets

Subdivision of Lots 1071 and 1021
DP1053956 and Easements within
Lot 1021 DP1053956

Sum land adjoining the lot hereinafter owned by the owner for the time
being of the lot hereinafter.

- 5.2 The owner of the lot hereinafter does hereby for itself and other owners from time
to time of the lot hereinafter covenant with Energy Australia that it will not do or
knowingly suffer to be done any act or thing which may injure or damage the said
electricity substation and conductors, masts, wires, cables supports and other
auxiliary works or interfere with the free flow of electric current within this
easement AND that if any such damage or injury be done or interference be made
the owner of the lot hereinafter will forthwith pay the costs to Energy Australia of
property and substantially repairing and making good all such injury or damage
the generation and free flow of electric current.
- 5.3 The owner of the lot hereinafter does hereby for itself and other owners from time
to time of the lot hereinafter covenant with Energy Australia that it will not without
the consent of Energy Australia after or prior to be allowed the existing ground
levels of this easement nor will it without the like consent erect or permit to be
erected or placed any structure, object or equipment, ground, above or below the
easement line.

Name of person empowered to release, vary or modify the easement, restriction or
positive covenant numbered 5 on the plan.

Energy Australia

6 Easement for Drainage of Water 6 Wide numbered 6 on the Plan

6.1 The terms of Part 3 Schedule 4A of the Conveyancing Act 1919 are incorporated.

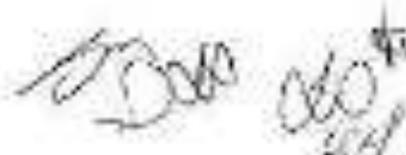
6.2 Council must maintain at their cost the drainage system depicted (F) on the plan.

Name of person empowered to release, vary or modify easement, restriction or
positive covenant numbered 6 on the plan.

Council

7 Easement for Drainage of Water 5 Wide and Variable numbered 7 on the Plan

7.1 The terms of Part 3 Schedule 4A of the Conveyancing Act 1919 are incorporated.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 & 88C CONVEYANCING ACT, 1988**

Sheet 7 of 13 Sheets

Subdivision of Lots 1101 and 1102
DP 1050956 and Easements within
Lot 1023 DP1050956

DP270343

7.2 Council must maintain at their cost the drainage system detailed (G) on the plan.
Name of person empowered to release, vary or modify easement, restriction or
positive covenant numbered 7 on the plan.

Council

8 Right of Access to Wife numbered 8 on the Plan

8.1 The authority and their authorised persons may enter, pass across and express over
for easement use of the lot bordered by vehicle or by foot to get to and from the
grass polemate trap located within the easement use denoted (F).

8.2 In exercising these powers, the authority must:

- (a) cause as little inconvenience as is practicable to the owner and any
occupier of the lot bordered;
- (b) cause as little damage as is practicable to the lot bordered and any
improvement constructed on the easement use, in exercising its right of
access, and
- (c) restore the lot bordered as nearly as practicable in the event of damage to
the easement use or the lot bordered arising as a result of the authority
exercising its rights; and
- (d) rectify any collateral damage.

8.3 Subject to any obligation to restore contained in clause 8.2, the authority must
maintain the easement use at its cost.

Name of person empowered to release, vary or modify the easement, restriction or
positive covenant numbered 8 on the plan.

Council

9 Easement for Drainage of Water 3 Wide numbered 9 on the Plan

9.1 The terms of Part 3 Schedule 4A of the Conveyancing Act 1919 are incorporated.

9.2 Council must maintain at their cost the drainage system denoted (H) on the plan.

BRISBANE NEW BRIDGES

THE REGISTER

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 & 88K CONVEYANCING ACT, 1919**

Sheet 5 of 13 Sheets

Subdivision of Lots 1101 and 1002
DP1050956 and Easements within
Lot 1101 DP1050956

DP270343

Name of person empowered to release, vary or modify easement, restriction or
positive covenant numbered 9 on the plan.

Council

10 Terms of Positive Covenant numbered 10 on the Plan

The owners of the lot benefited shall maintain the easement site in accordance with the
Architectural and Landscaping Guidelines as amended from time to time.

Name of person empowered to release, vary or modify the easement, restriction or
positive covenant numbered 10 on the plan.

Council

11 Terms of Right of Access numbered 11 on the Plan

11.1 The owners of the lot benefited and their authorized persons may take, pass
across and repair over the easement site, by foot, bicycle or by car, to go to or
from the lot benefited.

11.2 In exercising these powers, the owner of the lot benefited shall:

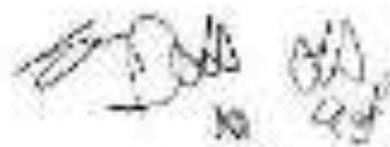
- (a) cause as little inconvenience as is practicable to the owner and any
occupier of the lot benefited; and
- (b) cause as little damage as is practicable to the lot benefited and any
improvement on it; and
- (c) restore the lot benefited as nearly as practicable to its former condition;
- (d) make good any collateral damage.

Name of person empowered to release, vary or modify the easement, restriction or
positive covenant numbered 11 on the plan.

The owners of the lot benefited and lot benefited.

DELEGATED SIGNATURE

THE REGISTER



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 118 & 119 CONVEYANCING ACT, 1919**

Sheet 3 of 13 Sheets

DP270343

Subdivision of Lots 1021 and 1022
DP1050556 and Easements within
Lot 1021 DP1050526

12 Dictionary and Interpretation

12.1 Words in *italics* are defined terms. Defined terms in any form mean:

authorised persons means the employees, agents, contractors and invitees of the authority.

authority means the public or statutory authority, husband or benefited as the case may be, including without limiting the effect of the definition, the Council.

club means a club authorised to be used as a golf club pursuant to The Vintage Golf Course Members' Charter, as amended from time to time.

Council means the Geelong City Council.

Average system includes underground piping, drainage structures (other than in public roads) easeways, water storage, retention basins, water quality enhancement facilities, overland flow paths and gross pollutant traps.

improvements means buildings or structures located on the *lot burdened*.

instrument means this instrument setting out the terms of easements, restrictions on use and positive covenants intended to be created on the property, the subject of the plan pursuant to the Conveyancing Act 1919.

lot benefited means the dominant tenement.

lot burdened means the servient tenement.

owners includes the registered proprietors of a lot, their executors, assigns and representatives and where the context permits:

Owner's Site Means that Part of the Lot Burdened Retained under the Easement As Shown on the Plan.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À FRENDRÉ
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 & 88E CONVEYANCING ACT 1913**

Sheet 10 of 13 Sheets

DP270343

Subdivision of Lots 1021 and 1022
DP1150056 and Easements within
Lot 1023 DP1150056

concerning owners of land/land fee includes any person who
has authority to operate, lease, manage or use the lot.

12.2 In this instrument unless the context otherwise requires:

- (a) **(headings)** headings and underlinings are for convenience only and do not affect interpretation;
- (b) **(singular)** the singular includes the plural and vice versa;
- (c) **(includes)** a reference to "include", "includes" or "including" means "include, but is not limited to,";
- (d) **(gender)** a gender includes any gender;
- (e) **(corresponding meanings)** where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) **(other entities)** a reference to a person, trust, partnership, joint venture, association, corporation, organisation, society, firm, authority or other entity includes any of them;
- (g) **(part of a thing)** a reference to any thing includes a part of that thing;
- (h) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (i) **(replacement documents)** a reference to a document includes an amendment or supplement to, or replacement or revision of, that document;
- (j) **(successors and assigns)** a reference to an owner in this instrument includes that owner's permitted successors, assigns, administrators and substitute;
- (k) **(joint and severally)** an obligation on the part of 2 or more persons binds them jointly and severally unless the context provides otherwise;

Handwritten signature and initials, possibly "R. R. Y.", in black ink.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 & 88E CONVEYANCING ACT, 1919**

Sheet 11 of 13 Sheets

Subdivision of Lots 1001 and 1012
DP1000956 and Easements within
Lot 1023 DP1000956

DP270343

- (i) (writing) a reference to a notice from, consent or approval of a party and agreement between owners and authorities, means a written notice, consent, approval or agreement.
- (ii) (due and punctual) all obligations are required to be performed duly and punctually.
- (iii) (enforceability and severance) any provision or clause of this instrument which is void, illegal or unenforceable does not affect the validity, legality or enforceability of the remaining clauses and provisions of the instrument and only that part which a court of law deems void, illegal or unenforceable shall be severed from this instrument; and
- (iv) (replacement bodies) a reference to an authority which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions.

THE COMMON SEAL OF VINTAGE DEVELOPMENTS PTY LIMITED WAS HERETO AFFIXED IN ACCORDANCE WITH THE CONTAINING CONSTITUTION.

THE COMMON SEAL OF VINTAGE DEVELOPMENTS PTY LIMITED (ACN 087 567 886) WAS HERETO AFFIXED BY AUTHORITY OF ITS DIRECTORS AND AS PRESIDENTS OF

Secretary Director

Print Name



12/03

Director

Print Name

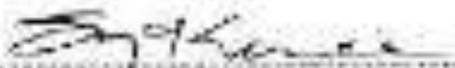
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B & 88E CONVEYANCING ACT, 1919**

Sheet 13 of 13 Sheets

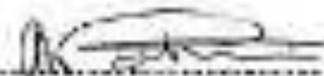
Subdivision of Lots 1001 and 1002
DP1050956 and Easements within
Lot 1005 DP1090916

DP270343

SIGNED SEALED AND DELIVERED
for and on behalf of **ST GEORGE
BANK LIMITED** (ACN 685 513 673)
by its attorney under power of attorney
registered No. 125 Back 4182


Attorney
Print Name: Stephan M. Kerner


Attorney
Print Name: Anna Kerner


Witness
Print Name: Debra K. Jean Patrick

(Doc 2)

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

Plan: DP270343
Sheet 1 of 5 Sheets
Subdivision of Lot 45 in DP270343

Full name and address of owner of the land:
Erad Investments Pty Limited
(ACN 001 181 377)
Suite 3002, Level 31
Tower Building, Australia Square
254 George Street
SYDNEY NSW 2000

Full name and address of mortgagee of the land:
St George Bank Limited
(ACN 055 517 076)
132 George Street
SYDNEY NSW 2000

PART 1 - CREATION

Number of items shown in the initiative part on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Barrened lot	Benefit lot(s), road(s), bodies or Prescribed Authorities
1	Restriction of Use (L)	47 - 60	Council Council
2	Public Positive Covenant (M)	47 - 39	Council Council
2	Public Positive Covenant (N)	39 - 60	Council Council

PART 2 (Terms)

1 Terms of Restriction of Use numbered 1 on the Plan

The owner of the lot (benefit) must not construct any dwelling within the area limited (L) on the plan.

Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 2 on the plan.

Council

REGISTRATION NUMBER

John Stevens THE REGISTRAR - REG
[Signature] *[Signature]*
plf

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 & 89C CONVEYANCING ACT, 1912**

Sheet 2 of 5 Sheets

DP270343

Subdivision of Lot 45 to DP270343

2 Terms of Public Positive Covenant numbered 1 on the Plan

The owner of the lot burdened must maintain the landscaping buffer within the site denoted (D) on the plan in accordance with DCV26 as amended from time to time.

Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 1 on the plan:

Council

3 Terms of Public Positive Covenant numbered 2 on the Plan

The owner of the lot benefited must, at their own cost, maintain the road landscaping buffer within the site denoted (N) on the plan.

Name of person empowered to release, vary or modify the easement, restriction or positive covenant numbered 2 on the plan:

Council

4 Dictionary and Interpretation

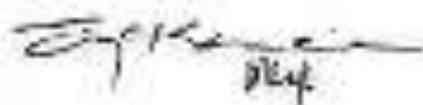
4.1 Words in *italics* are defined terms. Defined terms in any form mean:

<i>Council</i>	means the Cessnock City Council
<i>DCV26</i>	means the development control plan which applies to DP270343
<i>landscaping</i>	means a residential driveway
<i>lot benefited</i>	means the dominant tenement
<i>lot burdened</i>	means the servient tenement
<i>owner</i>	includes the registered proprietors of a lot, their executors, assigns and representatives and where the context permits transferring owners of a lot (but excludes any person who has authority to operate, lease, manage or use the lot)

DEVELOPER/REGISTRAR



THE REGISTERED - C/PAL



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS & PRESENT
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 & 88C CONVEYANCING ACT 1914**

DP270343

Sheet 3 of 3 Sheets

Subdivisions of Lot 45 in DP270343

- plan** means the development control plan which applies to DP270343;
- part** means that part of the lot involved shown on the plan.

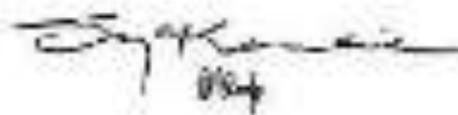
4.2 In this instrument unless the context otherwise requires:

- (a) **(headings)** headings and underlinings are for convenience only and do not affect interpretation;
- (b) **(regularly the singular)** includes the plural and vice versa;
- (c) **(includes)** a reference to "include", "includes" or "including" means "includes, but is not limited to";
- (d) **(gender)** a gender includes any gender;
- (e) **(corresponding meanings)** where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) **(other entities)** a reference to a person, trust, partnership, joint venture, association, corporation, organization, society, firm, authority or other entity includes any of them;
- (g) **(part of a thing)** a reference to any thing includes a part of that thing;
- (h) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (i) **(replacement documents)** a reference to a document includes an amendment or supplement to, or replacement or revision of, that document;
- (j) **(successors and assigns)** a reference to an owner in this instrument includes that owner's permitted successors, assigns, administrators and estatees;
- (k) **(joint and several)** an obligation on the part of 2 or more persons shall be jointly and severally unless the context provides otherwise;

REGISTRAR GENERAL



REGISTERED - SELLER



**INSTRUMENT SETTING OUT TERMS OF KASEVE VESKOE PHOPIKA A PRENDRE
EXTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND OR POSITIVE COVENANTS IN TENDERS TO BE CREATED
PURSUANT TO SECTION 80B & 80C CONVEYANCING ACT, 1912**

DP270343

Sheet 1 of 5 Sheets

Subdivisions of Lot 45 in DP270343

- (b) (writing) a reference to a notice, form, consent or approval of a party and agreement between owners and authorities, means a written notice, consent, approval or agreement;
- (c) (due and punctual) all obligations are required to be performed duly and punctually;
- (d) (enforceability and severance) any provision or clause of this instrument which is void, illegal or unenforceable does not affect the validity, legality or enforceability of the remaining clauses and provisions of this instrument and only that part which a court of law deems void, illegal or unenforceable shall be severed from this instrument; and
- (e) (replacement bodies) a reference to an authority which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

THIS COMMON SEAL of ERROL INVESTMENTS PTY LIMITED (ACN 001 182 277) was hereunto affixed by authority of its Directors in the presence of:



[Handwritten signature]
Director

[Handwritten signature]
Director

[Printed name]
Print Name

[Printed name]
Print Name

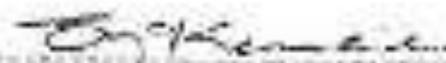
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PLEDGURE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS IN THE
USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 33B & 38C CONVEYANCING ACT, 1912**

Sheet 3 of 3 Sheets

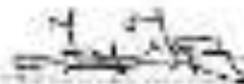
DP270343

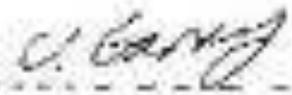
Subdivision of Lot 45 in DP270340

SHIND SEATED AND DELIVERED
for and on behalf of ST GEORGE
BANK LIMITED (ACN 055 513 076)
by its attorney under power of attorney
registered No. 125 Book 4182


Attorney
Print Name: STEPHEN M. KOWAL

Jim
Attorney
Print Name: James Kowal


Witness
Print Name: John Thompson


Jim Mack
Municipal Planning Dept
Columbus City Council



Grid Reference	Feature Name	Symbol	Notes
PT. 101	Military Post	Star	
PT. 102	Military Post	Star	
PT. 103	Military Post	Star	
PT. 104	Military Post	Star	
PT. 105	Military Post	Star	
PT. 106	Military Post	Star	
PT. 107	Military Post	Star	
PT. 108	Military Post	Star	
PT. 109	Military Post	Star	
PT. 110	Military Post	Star	
PT. 111	Military Post	Star	
PT. 112	Military Post	Star	
PT. 113	Military Post	Star	
PT. 114	Military Post	Star	
PT. 115	Military Post	Star	
PT. 116	Military Post	Star	
PT. 117	Military Post	Star	
PT. 118	Military Post	Star	
PT. 119	Military Post	Star	
PT. 120	Military Post	Star	

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SYMBOLS

BOUNDARIES

ROADS

RAILROADS

WATER

VEGETATION

SETTLEMENTS

UTILITIES

OTHER

DEPICTED

Scale

North Arrow

Legend

Grid

Scale: 1:50,000

Projection: UTM

Zone: 48N

Datum: Beijing 1954

Units: Meters

Scale Bar

North Arrow

Legend

Grid

Diagram 1



Diagram 2



Diagram 3



Diagram 4

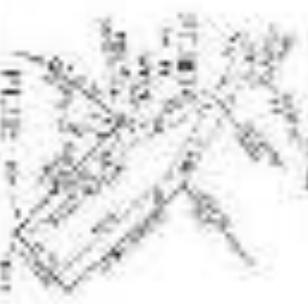


Diagram 5



Diagram 6



Diagram 7



Diagram 8



Diagram 8: A schematic diagram showing a network of lines and nodes, including labels like 'PT 101', 'PT 102', 'PT 103', 'PT 104', 'PT 105', 'PT 106', 'PT 107', 'PT 108', 'PT 109', 'PT 110', 'PT 111', 'PT 112', 'PT 113', 'PT 114', 'PT 115', 'PT 116', 'PT 117', 'PT 118', 'PT 119', 'PT 120'.

Diagram 9



Table with 2 columns and 10 rows, containing numerical data.

Table with 2 columns and 10 rows, containing numerical data.

Table with 2 columns and 10 rows, containing numerical data.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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 & 88C CONVEYANCING ACT, 1919**

Sheet 1 of 46 sheets

DP1038043

Subdivisions of Lot 1001 in DP
1011941, Lot 1002 in DP 1011941
and Lot 1003 in DP 1011941 being
covered by Subdivision Certificate
No. _____ of _____

**Full name and address of
owner of the land:**

Vintage Developments Pty Limited
(ACN 067 567 066)
Suite 1102, Level 11
Tower Building, Australia Square
264 George Street
SYDNEY NSW 2002

Emol Investments Pty Limited
(ACN 001 183 777)
Suite 1100, Level 11
Tower Building, Australia Square
264 George Street
SYDNEY NSW 2002

**Full name and address of
mortgagee of the land:**

St George Bank Limited
(ACN 055 515 070)
182 George Street
SYDNEY NSW 2000

Macquarie Bank Limited
(ACN 003 553 547)
No. 1 Martin Place
SYDNEY NSW 2000

[Handwritten signature]