

Our Ref: MB:FM:13110

Your Ref:

26 February 2013

anderson boemi lawyers Pty Ltd

a solicitor corporation

The Manager
Skyline Real Estate
Unit 3-7/14 Frenchs Forest Road
FRENCHS FOREST NSW 2086

acn 117 849 251

abn 31 117 849 251

suite 1, 5 kenthurst road

dural nsw 2158

mail to

po box 63

round corner nsw 2158

Dear Sir/Madam

**RE: HAINSWORTH PROPOSED SALE
PROPERTY: 5 IRMA PLACE, FRENCHS FOREST**

t +612 9653 9466

f +612 9653 9436

e info@andersonboemi.com.au

www.andersonboemi.com.au

We wish to advise that we act for Gary Lisle Hainsworth who has instructed us to forward to you a contract for the sale of 5 Irma Place, Frenchs Forest to enable marketing of the property to commence.

The contract is enclosed.

We assume that no additions or alterations to the contract will be made without reference to us.

conveyancing

criminal matters

family law

traffic matters

business law

wills & probate

We look forward to receiving a sales advice containing the terms of sale in due course whereupon we will complete the final contract for submission to the purchaser's solicitor and execution by our client in readiness for exchange.

directors

We look forward to hearing from you in due course.

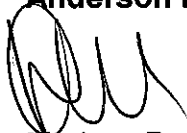
marissa a. boemi, solicitor

As soon as we receive the section 149(2) certificate and drainage diagrams we will forward them to you.

warwick anderson, solicitor

Yours faithfully

Anderson Boemi Lawyers



Marissa Boemi

liability limited by a scheme approved

under professional standards legislation



Please respond to: conveyancing@andersonboemi.com.au

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent **Skyline Real Estate** Phone: **02 9452 3444**
Unit 3-7/14 Frenchs Forest Road, Frenchs Forest, Fax: **02 9452 4555**
NSW 2086

Co-agent

Vendor **Gary Lisle Hainsworth**
5 Irma Place, Frenchs Forest, NSW 2086

Vendor's Solicitor **Anderson Boemi Lawyers** Phone: **9653 9466**
Northlink Business Centre Suite 1, 5 Kenthurst Fax: **9653 9436**
Road, DURAL NSW 2158 Ref: **MB:FM:13110**
PO Box 63, Round Corner NSW 2158

Completion date **42nd day after the date of this contract (clause 15)**

Land **5 Irma Place, Frenchs Forest 2086**
Registered Plan: Lot 6 Plan DP270670
Folio Identifier 6/270670

(Address, plan details and title reference)

☒ VACANT POSSESSION ☐ subject to existing tenancies

Improvements ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none
☐ other:

Attached copies ☐ Documents in the List of Documents as marked or as numbered:
☐ Other documents:

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

Inclusions ☒ blinds ☐ curtains ☒ insect screens ☒ stove
☒ built-in wardrobes ☒ dishwasher ☒ light fittings ☐ pool equipment
☐ clothes line ☒ fixed floor coverings ☒ range hood ☐ TV antenna
☒ other: smoke/heat detector, central heating, microwave, ducted vacuum, ducted air conditioner, gas fireplace

Exclusions

Purchaser

DRAFT

Purchaser's solicitor

Price \$
 Deposit \$ (10% of the price, unless otherwise stated)
 Balance \$
 Contract date (if not stated, the date this contract was made)

Vendor

Witness

GST AMOUNT (optional)
 The price includes
 GST of:

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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)

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

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☒ 7 section 149(5) information included in that certificate
- ☒ 8 sewerage connections diagram
- ☐ 9 sewer mains diagram
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 section 317A certificate (certificate of compliance)
- ☐ 14 building certificate given under *legislation*
- ☐ 15 insurance certificate (Home Building Act 1989)
- ☐ 16 brochure or note (Home Building Act 1989)
- ☐ 17 section 24 certificate (Swimming Pools Act 1982)
- ☐ 18 lease (with every relevant memorandum or variation)
- ☐ 19 other document relevant to tenancies
- ☐ 20 old system document
- ☐ 21 Crown tenure card
- ☐ 22 Crown purchase statement of account
- ☐ 23 Statutory declaration regarding *vendor duty*

Strata or community title (clause 23 of the contract)

- ☐ 24 property certificate for strata common property
- ☐ 25 plan creating strata common property
- ☐ 26 strata by-laws not set out in *legislation*
- ☐ 27 strata development contract or statement
- ☐ 28 strata management statement
- ☐ 29 leasehold strata - lease of lot and common property
- ☐ 30 property certificate for neighbourhood property
- ☐ 31 plan creating neighbourhood property
- ☐ 32 neighbourhood development contract
- ☐ 33 neighbourhood management statement
- ☐ 34 property certificate for precinct property
- ☐ 35 plan creating precinct property
- ☐ 36 precinct development contract
- ☐ 37 precinct management statement
- ☐ 38 property certificate for community property
- ☐ 39 plan creating community property
- ☐ 40 community development contract
- ☐ 41 community management statement
- ☐ 42 document disclosing a change of by-laws
- ☐ 43 document disclosing a change in a development or management contract or statement
- ☐ 44 document disclosing a change in boundaries
- ☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

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 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

CONDITIONS OF SALE BY AUCTION

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

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*.

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the 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 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 option, is not in the best interests of the seller.
 - (f) A bid is taken to be a principal's 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) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.

- (c) Immediately before making a vendor bid the auctioneer must announce the bid is made on behalf of the seller or announce "vendor bid"
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than none vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be by on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce that bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

Unless some other time for payment is specified on a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract - in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in *italics* is a defined term)

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>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 drawn on its own funds by - ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
 - 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
 - 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
 - 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
 - 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
 - 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
 - the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
 - 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
 - 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
 - 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
 - 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
 - 4.5.3 if the vendor complies with clause 4.5.1 -
 - the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
 - 5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either -

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

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
 - 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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 and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must adjust land tax for the year current at the *adjustment date* -
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
 - 14.4.2 by adjusting the amount that would have been payable if at the start of the year -
 - the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so -
- 14.6.1 the amount is to be treated as if it were paid; and
 - 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Completion date

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion -

- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion -

- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -

- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.

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

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

19 Rescission of contract

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

- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

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

- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is -

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.

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

- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, and 17 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* includes a reference to any corresponding later *legislation*.

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

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

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

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

21 Time limits in these provisions

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

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

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 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**
- 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 -
 'change', in relation to a scheme, means -
 • a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
 'common property' includes association property for the scheme or any higher scheme;
 'contribution' includes an amount payable under a by-law;
 '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;
 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 'the *property*' includes any interest in common property for the scheme associated with the lot;
 '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 sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 23.6.3 the purchaser is liable for all other contributions levied 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.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
 • a proportional unit entitlement for the lot is not disclosed in this contract; or
 • a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.

28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.

28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to a 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;

29.7.3 the completion date becomes the later of the completion date 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;
- 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 completion date becomes the later of the completion date 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.

Section 66W certificate

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **5 Irma Place, Frenchs Forest**, from **Gary Lisle Hainsworth** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Gary Lisle Hainsworth** and am not employed in the legal practice of a solicitor acting for **Gary Lisle Hainsworth** nor am I a member or employee of a firm of which a solicitor acting for **Gary Lisle Hainsworth** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

1. Interpretation

- (a) In the event of any discrepancy between these special conditions and the printed form of this contract, these special conditions shall prevail.
- (b) In the event any one or more of the provisions contained in this Contract or any part thereof shall be found to be invalid or illegal in any respect, the validity, legality or enforceability of the remaining provisions in the Contract shall not in any way be affected or impaired thereby.

2. Amendments to printed form of contract (standard conditions)

The printed form of contract is varied as follows:

- 2.1 Clause 3 is deleted;
- 2.2 The reference to 5% in clause 7.1.1 is amended to 1%;
- 2.3 Clause 8.1 to be amended by deleting the words 'on reasonable grounds';
- 2.4 Insert the words "or delay completion" between the words "requisition" and "or" in the first line of clause 10.1;
- 2.5 The words "plus another 20% of that fee" in clause 16.5 are to be deleted;
- 2.6 Clause 16.7 amended by replacing the word "cheque" with the word "cheques";
- 2.7 Clause 16.8 to be deleted;
- 2.8 Clause 20.10 to be amended by inserting the words "or Building Certificate" after the word "report" and by adding the words "and the purchaser agrees to make no objection, requisition or claim for compensation in relation to any matters referred to in the Survey Report and/or Building Certificate" to the end of the clause.

3. Real Estate Agent

- 3.1 The purchaser warrants that he has not been introduced to the property or the vendor directly or indirectly through the services of any agent other than the vendor's agent referred to on page 1 of this contract.
- 3.2 The purchaser agrees to indemnify the vendor against any breach of the warranty contained in this 3.1.
- 3.3 The provisions of this special condition shall not merge upon completion.

4. State of repair

- 4.1 The purchaser acknowledges having inspected the property and accepts the property in its present state of repair and condition (subject to fair wear and tear), subject to all and any defects whether latent or patent as regards their design, construction, state of repair, availability, infestations or otherwise.
- 4.2 The purchaser warrants that it shall not make any objection, requisition, claim for compensation in relation to this condition nor rescind terminate or delay completion because of:
- (a) the location of the property;
 - (b) the suitability of the property;
 - (c) any matter disclosed by any sewerage service diagram;
 - (d) the presence of any sewer, drain, manhole or vent on the property;
 - (e) any rainwater downpipe connected to the sewer;
 - (f) the state of repair or condition of any service to or on the property ("service" includes air, communication, drainage, storm water, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - (g) the nature, location, availability or non-availability of any service;
 - (h) whether or not the property is subject to or has the benefit of

any right or easement in respect of any such service or the mains, pipes or connections thereof;

- (i) the compliance or non-compliance with any restriction on user;
- (j) any key not in the possession of vendor.

5. No Warranty

On execution hereof the purchasers acknowledge that they do not rely on any letters, documents, correspondence or arrangements whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this contract. The purchasers further acknowledge that they have made their own enquiries in respect of the property and do not rely on any representation of the vendors, their agent or legal representative, or anyone else on their behalf.

6. Reduced Deposit

In the event that that the purchaser requests, and the vendor agrees, that the purchaser pay a deposit of less than 10% of the purchase price, and the vendor becomes entitled to forfeit the deposit in accordance with Clause 9 of the printed form of contract, the vendor shall be entitled, in addition to such forfeiture, and in addition to any other rights on the part of the vendor herein contained or otherwise, to recover from the purchaser as a liquidated debt an amount being the difference between the deposit paid and 10% of the purchase price and the provisions of this special condition shall not merge on completion.

7. Release of deposit

Notwithstanding anything in this contract, the deposit holder is at liberty to unconditionally release the deposit to the vendor. The deposit holder is authorised to release the deposit to the vendor on written advice from the vendor or their solicitor without further authority being given by the purchaser.

8. Notice to complete

- 8.1 If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. That notice may nominate a specified hour on the last day as the time for completion.
- 8.2 A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- 8.3 The notice can be served by facsimile.
- 8.4 A party can withdraw their notice without prejudice to their right issue another notice to complete.

9. Damages for delay and completion

- 9.1 If the Purchaser does not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase monies, an amount calculated as ten per cent (10%) interest per annum on the balance of the purchase monies, computed at a daily rate from the day immediately after the completion date to the day on which this contract 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. This condition shall not merge on completion.
- 9.2 If completion of this contract does not take place on or before the completion date through no fault of the Vendor, then the purchaser shall pay to the Vendor as an adjustment on completion the sum of two hundred and seventy five dollars (\$275.00) to cover the legal costs and other expenses incurred by the Vendor as a consequence of the delay.

10. Capacity of Parties

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either part at law or in equity if this Special Condition had not been included herein, should either party (or any one of the persons included in the expression "either party") prior to completion:

- a. die or become mentally ill the other party may rescind this contract by notice in writing; or
- b. enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for the winding up of such party presented or enter into any scheme or arrangement with its creditors under the Corporations Law (as amended) or should any liquidator, receiver or official manager be appointed in respect of such party then such party shall be deemed to be in default hereunder.

11. Finance

The purchaser acknowledges that the vendor has entered into this contract on the purchaser's warranty that:

- a. The purchaser does not require credit in order to pay for the property; or if the purchaser requires credit in order to pay for the property, the purchaser has obtained such credit on reasonable terms prior to the date of this contract.
- b. The purchaser shall not have any rights to terminate this contract by virtue of any non-availability of credit as at the completion date.

12. Requisitions on title

The parties agree that the only form of general requisitions on title that the Purchaser shall be entitled to raise pursuant to Clause 5 of the printed form of contract shall be in the form of Requisitions on Title annexed hereto.

13. Swimming pool or Spa - if applicable

If the property contains a swimming pool and or spa, then:

- a. The vendor does not warrant that the swimming pool or spa on the property complies with the requirements imposed by the Swimming Pools Act, 1992 and the regulations prescribed under that Act or any similar legislation.
- b. The Purchaser agrees that after completion the purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool or spa including but not limited to the fencing and the erection of a warning notice.
- c. The purchaser may not make any claim or raise any requisitions whatsoever in relation to the swimming pool or spa or any non-compliance with the Swimming Pools Act, 1992 or other relevant legislation.

This special condition 13 shall not merge upon completion of this Contract.

14. Building certificate

Subject to the provisions of Schedule 3 of the Conveyancing (Sale of Land) Regulations, if the purchaser applies for a building certificate from the local council after the date of this contract and the council after the date of this contract but before completion:-

- (a) makes a work order under any legislation (but not an upgrading or demolition order);
- (b) refuses to issue the certificate; or
- (c) informs the purchaser of work to be done before it will issue the certificate; **then**

the purchaser shall not make any objection, requisition, claim for compensation, rescind, delay completion nor require the vendor to do any work to the property.

Should the purchaser become entitled to rescind this contract for the breach of the warranty in clause 1(d) of Schedule 3, Part 1 of the Conveyancing (Sale of Land)

Regulations, the vendor shall also be entitled to rescind the contract provided such right is exercised before the purchaser has served his notice of rescission.

15. Encumbrances

The purchaser cannot make any claim, objection or requisition or rescind, terminate or delay completion regarding any lease, mortgage or caveat affecting the property and:

- a. will accept an executed discharge of mortgage(s) and withdrawal of caveat(s) at completion in satisfaction of the vendor's obligation to give an unencumbered title; and
- b. the vendor will allow the purchaser the registration fees payable to the land titles office.

The purchaser must complete this contract despite any caveat lodged by the purchaser, or any person claiming an interest through the purchaser, and the vendor will not pay any fees in relation thereto.

16. Disclosure

In satisfaction of the vendor's obligation of disclosure, all matters contained in this contract and its annexures, are disclosed both as to the general information as well as the specific detail they contain, regardless of whether any other specific reference is made to that item or detail or it is apparent from the document or diagram. The purchaser warrants and agrees that the purchaser is satisfied with and the vendor has, and shall be deemed to have made all disclosures necessary for the purposes of any vendor warranty.

17. Levies (strata & community title) - if applicable

Notwithstanding clause 23.6 of the printed form of contract, the purchaser acknowledges that the Vendor will not be liable for the payment of any special levies

owed to the owners corporation at the date of this contract, or accrued thereafter.

18. Claims for compensation

Notwithstanding any provisions to the contrary contained in Clause 6, 7 and 8 of the standard form of contract the purchaser acknowledges and agrees that any claim for compensation which exceeds 1% of the price in respect of the amount so claimed shall be deemed to be an objection or requisition entitling the vendor to rescind under Clause 8 of the standard form of contract.

19. No lodgement of caveat

The Purchaser must not lodge a Caveat on the title in respect of any interest of the Purchaser in the property arising out of this Contract or register or attempt to register any other dealing or encumbrance on the title of the property prior to the completion date.

20. Improvements

In respect of any improvements on the land being sold:

- a. If there is a survey report annexed hereto, the vendor does not warrant the accuracy, completeness, or currency of the report.
- b. The purchasers shall satisfy themselves, and shall be deemed to have satisfied themselves, as to the property's compliance with the requirements of any responsible authority or any restrictions on use whether under the provisions of the *Environmental Planning and Assessment Act*, as amended, the *Local Government Act*, as amended, or any other statute ordinance, regulation or registered instrument, whether relating to the zoning, use, construction, limitation or compliance of residential buildings, or any covenant, easement or restriction. The purchaser warrants that the purchaser has satisfied themselves in those respects.
- c. The purchaser cannot make any claim, objection or requisition, rescind,

terminate or delay completion in relation to any matter referred to or omitted from, the survey report, or in respect of any improvements erected on the land.

21. Deposit Bond

- 21.1 This condition applies if the vendor agrees to accept a deposit bond or guarantee.
- 21.2 In this contract the word "Bond" means a Deposit Guarantee Bond or Bank Guarantee issued to the vendor at the request of the Purchaser by an acceptable institution (the "Guarantor") and in a form approved by the vendor's solicitor.
- 21.3 Delivery of the Bond to the vendor's solicitor no later than the time the deposit is required to be paid shall, to the extent of the amount guaranteed under the Bond be deemed to be payment of the deposit in accordance with the Contract.
- 21.4 On completion of this Contract, the purchaser shall pay to the Vendor, in addition to all other moneys payable under this Contract, the amount stipulated in the Bond by way of unendorsed bank cheque.
- 21.5 If the Vendor serves on the Purchaser a notice of termination, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the vendor's Solicitor.
- 21.6 The Vendor acknowledges that payment by the Guarantor under the Bond shall satisfy the Purchaser's obligation to pay that part of the 10% deposit.
- 21.7 In this condition time is essential. This condition is in addition to any other rights the vendor has. This condition, and the purchaser's obligation to pay the 10% deposit will not come to an end if the contract is terminated for any reason.

22. Guarantor

If the Purchaser is a corporation the Purchaser will procure that two (2) natural persons over the age of eighteen (18) years who are directors or shareholders of the Purchaser will unconditionally guarantee the due performance of the Purchaser's obligations under this Contract and the due and punctual payment by the Purchaser of the price and all other moneys payable by the Purchaser to the Vendor under this Contract. Such guarantee shall be in the form required by the Vendor and shall be executed and delivered to the Vendor's Solicitors within ten (10) days from the date on which the form of guarantee is sent to the Purchaser's Solicitors and in this respect time shall be of the essence. Failure by the Purchaser to comply with this special condition shall constitute a breach entitling the Vendor to terminate this Contract.

23. Service

In addition to the provisions contained in Clause 20.6 of the printed form of contract, a notice or document shall be sufficiently served for the purpose of this Agreement if the notice or document is sent by facsimile transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed except where:

- a. The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been given or made; or
- b. The time of dispatch is not before 5 pm (Sydney time) on the day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.

24. GST

- (a) In this condition "GST" refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST ACT") and the terms used have the meanings as defined in the GST Act.
- (b) The Purchaser warrants that on and after completion of this Contract the property will be used by the Purchaser predominantly for residential accommodation;
- (c) The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right shall not merge on completion.
- (d) In the event of the Vendor being registered for GST, because of the Purchaser's failure to comply with the terms of this condition, then the Purchaser agrees to pay to the Vendor, within fourteen (14) days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner of Taxation, the amount of the GST, including any additional penalty and interest.

25. Adjustments on Settlement

The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

26. Foreign Persons

The Purchaser warrants to the Vendor that:

- (a) If the purchaser is a natural person s/he is an ordinarily resident in Australia or if the Purchaser is a corporation there is no substantial foreign interest in the Purchaser; and
- (b) Whether the Purchaser is a natural person or a corporation, the acquisition of the property by the Purchaser does not fall within the scope of the foreign Acquisitions and Takeovers Act 1975 and is not examinable by the Foreign Investment Review Board.

27. Deposit Payable During Cooling Off Period

27.1 Notwithstanding any other provision of this contract, if a cooling-off period applies, then the deposit may be paid by two (2) installments as follows:-

27.1.1 An amount equivalent to 0.25% of the purchase price – on or before the making of this contract;

27.1.2 The balance of the deposit – no later than 5.00pm on the fifth business day after the date of this contract (time being of the essence)

27.2 Both vendor and the purchaser agree to extend the cooling off period in the contract from five (5) business days to _____ business days.

Information Provided Through
LEAP Searching
Ph. 1800 738 532 Fax. 1800 738 533

Title Search

InfoTrack
An Approved LPI NSW
Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 6/270670

SEARCH DATE	TIME	EDITION NO	DATE
26/2/2013	2:36 PM	2	25/1/2011

LAND

LOT 6 IN COMMUNITY PLAN DP270670
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270670

FIRST SCHEDULE

GARY LISLE HAINSWORTH

(T AF996074)

SECOND SCHEDULE (15 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270670
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 DP1091026 EASEMENT TO DRAIN WATER 1.2, 3, 3.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1091026 EASEMENT TO DRAIN WATER 1.2, 3, 3.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1091026 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 AC624610 POSITIVE COVENANT
- 8 DP270670 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE (D) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 9 DP270670 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE (D) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 10 DP270670 EASEMENT FOR WATER SUPPLY PURPOSES 2.5 METRE(S) WIDE (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 11 DP270670 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT (DOC.1)
- 12 DP270670 EASEMENT FOR SERVICES 11.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 13 DP270670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT (DOC.1)
- 14 DP270670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT (DOC.1)
- 15 AF996075 MORTGAGE TO WESTPAC BANKING CORPORATION

END OF PAGE 1 - CONTINUED OVER

13110

PRINTED ON 26/2/2013

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 6/270670

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

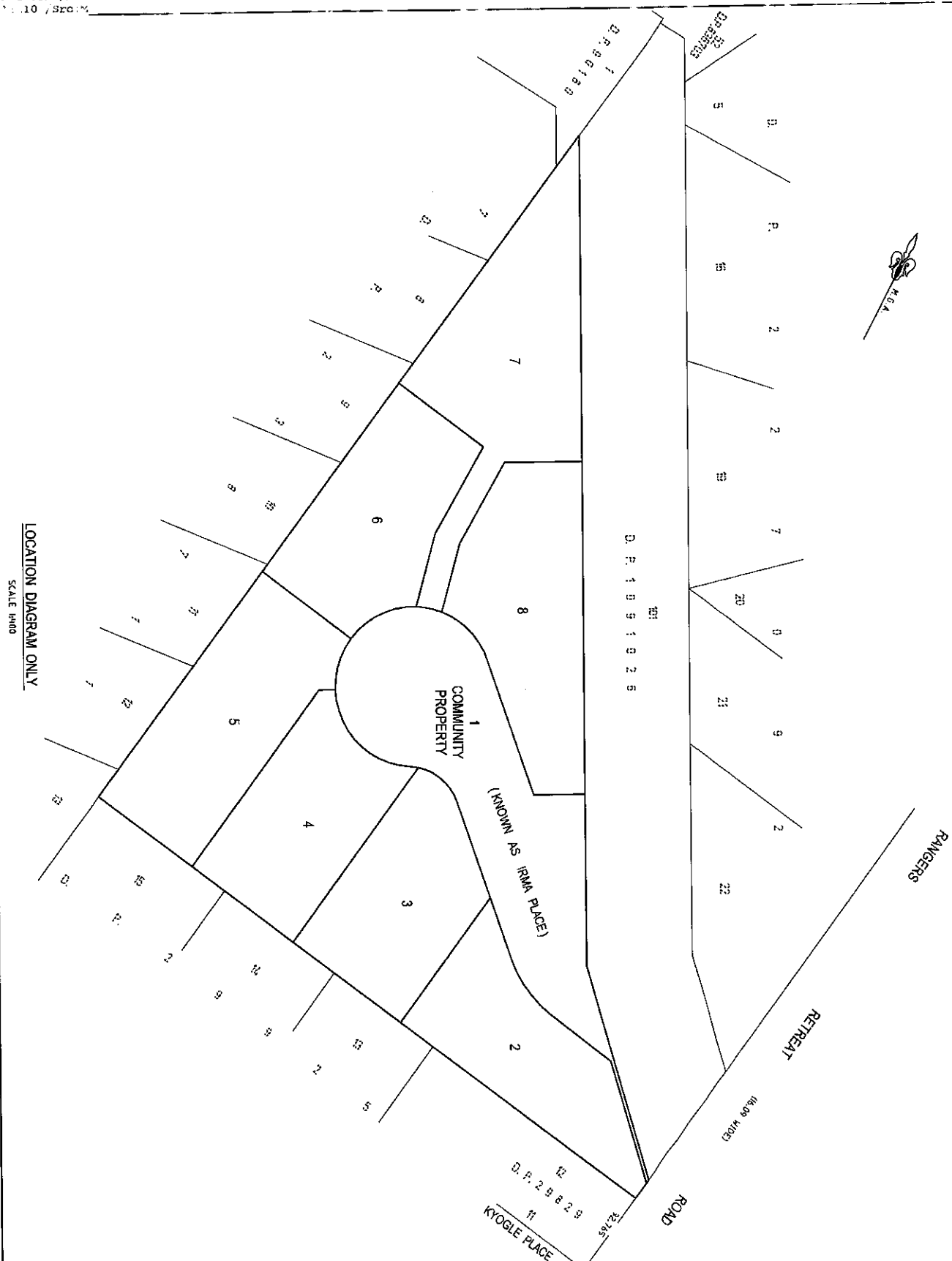
13110

PRINTED ON 26/2/2013

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

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

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



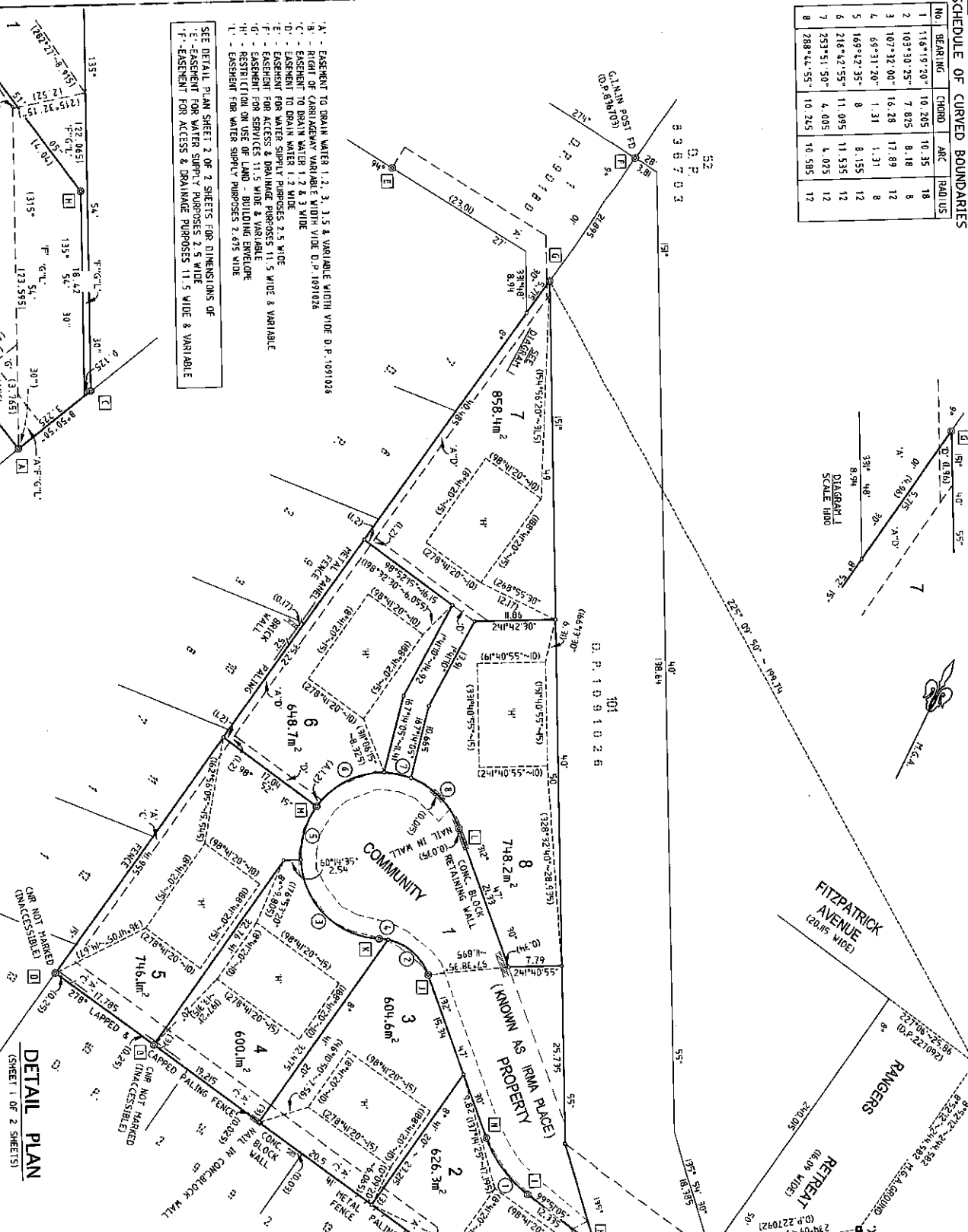
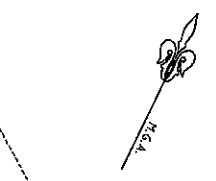
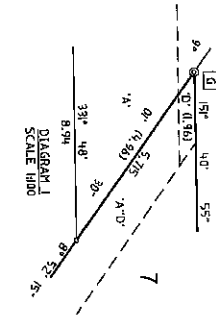
Subdivision Certificate No:	10767
Date:	26.5.2010
Surveyor:	ANDREW RICHARD THOMAS
Surveyor's Ref:	225-06
Registered	 23.6.2010
COMMUNITY / PRESENT-NEIGHBOURHOOD-PLAN	

DP270670

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	116°19'20"	10.205	10.35	18
2	103°30'25"	7.825	8.18	8
3	107°32'00"	16.28	17.69	12
4	69°31'20"	1.31	1.31	8
5	169°42'35"	8	8.155	12
6	216°42'55"	11.095	11.535	12
7	253°51'50"	4.005	4.025	12
8	288°44'55"	10.245	10.585	12



SCHEDULE OF REFERENCE MARKS

CHORD	BEARING	DISTANCE	DESCRIPTION
A	331°22'	6.31	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
B	265°30'	0.41	BY SURVEY (D.P. 1091026)
C	278°45'	0.45	BY SURVEY (D.P. 1091026)
D	231°19'30"	5.59	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
E	219°47'40"	75.35	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
F	314°11'40"	9.19	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
G	216°37'	2.3	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
H	183°32'40"	11.56	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
I	173°12'35"	9.895	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
J	217°53'	2.055	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
K	172°20'55"	1.84	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
L	331°54'55"	6.315	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
M	100°41'55"	6.11	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
N	267°11'30"	1.72	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
O	240°23'20"	2.49	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)
P	274°05'15"	6.325	MAIL & W. F.D. ST. SURVEY (D.P. 1091026)

PLAN OF SUBDIVISION OF LOT 100 D.P. 1091026

DETAIL PLAN
(SHEET 1 OF 2 SHEETS)

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 7th AUGUST 2009
Surveyor's Ref: 225-06

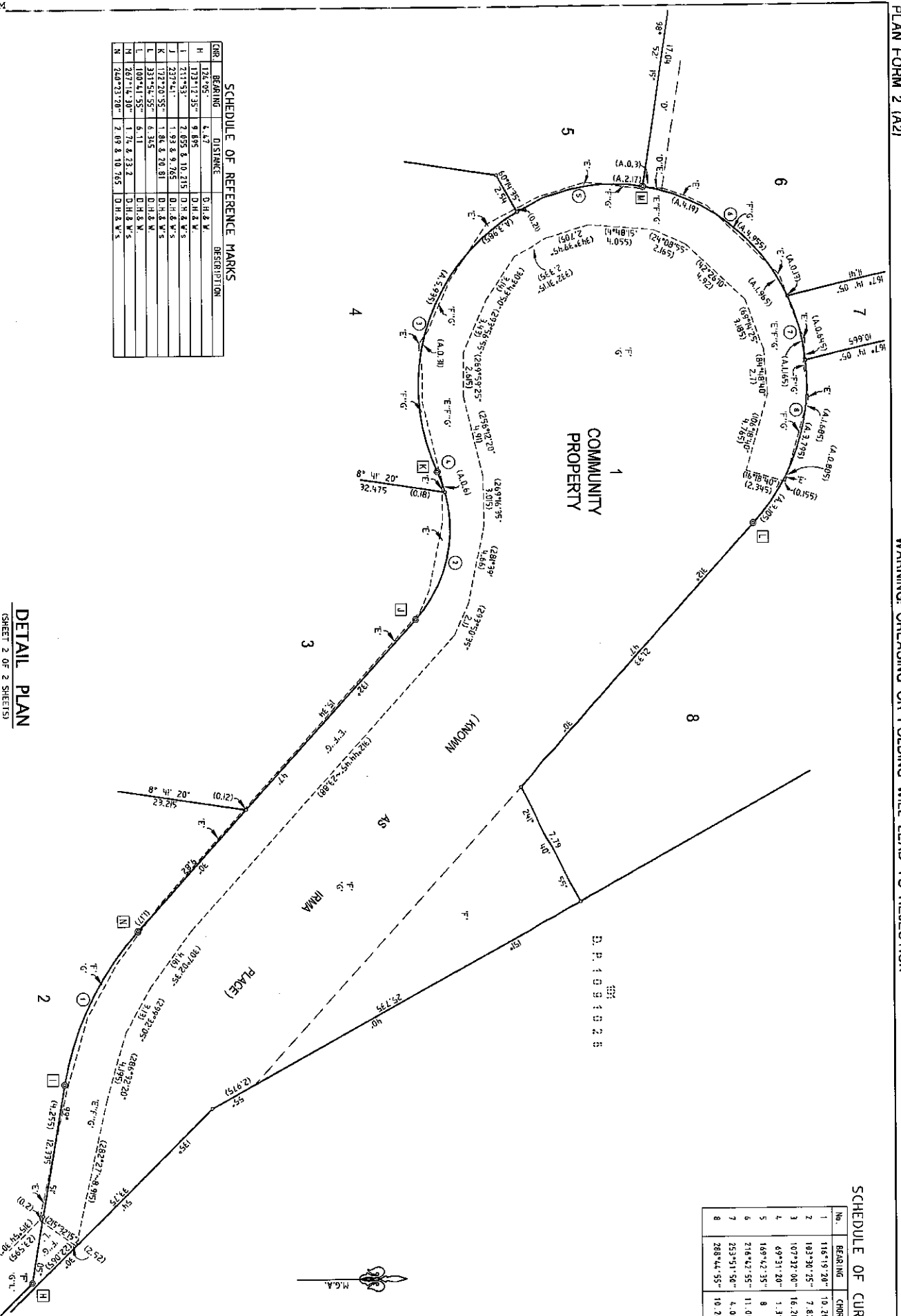
LGA: WARRINGAH
Locality: FRENCH'S FOREST
Subdivision No. 10767
Lengths are in metres. Reduction Ratio 1:100

Registered
23.6.2010

DP270670

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	116°19'20"	10.205	10.35	18
2	103°30'25"	7.825	8.18	8
3	107°32'00"	16.28	17.68	12
4	69°31'20"	1.31	1.31	8
5	169°42'35"	8	8.155	12
6	216°42'55"	11.095	11.535	12
7	253°51'50"	4.005	4.025	12
8	208°44'55"	10.245	10.585	12



SCHEDULE OF REFERENCE MARKS

CR.	BEARING	DISTANCE	DESCRIPTION
H	126°05'	4.47	D.H. & W.
I	173°12'35"	9.895	D.H. & W.
J	211°53'	2.055 & 10.215	D.H. & W.
K	231°41'	1.93 & 9.765	D.H. & W.
L	172°20'55"	1.84 & 20.81	D.H. & W.
M	331°54'55"	6.345	D.H. & W.
N	100°41'55"	6.11	D.H. & W.
O	267°14'30"	1.74 & 23.2	D.H. & W.
P	240°23'20"	2.09 & 10.765	D.H. & W.

DETAIL PLAN

(SHEET 2 OF 2 SHEETS)

PLAN OF SUBDIVISION OF LOT 100 D.P.1091026

LGA. WARRINGAH
Locality: FRENCH FOREST
Subdivision No. 10767

Registered

DP270670

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

Lengths are in metres. Reduction Ratio 1:500

CAD REF. 2-225-06/2250658

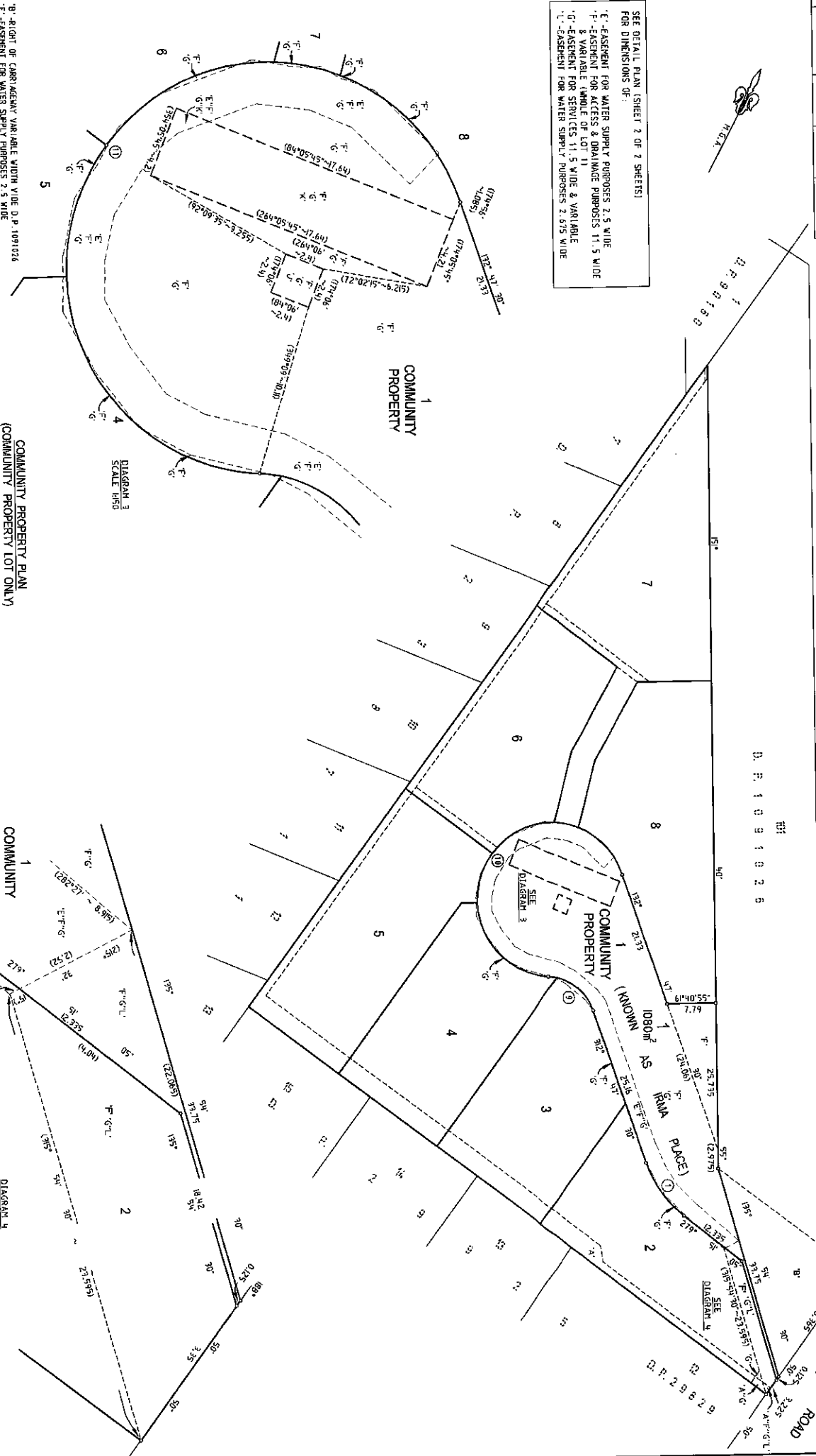
PLAN FORM 2 (A2)

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	294°19'20"	10.205	10.35	18
9	278°48'30"	8.945	9.49	8
10	9°23'25"	19.255	52.19	12

SEE DETAIL PLAN (SHEET 2 OF 2 SHEETS)
FOR DIMENSIONS OF:

- E - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
- F - EASEMENT FOR ACCESS & DRAINAGE PURPOSES 11.5 WIDE & VARIABLE (WHOLE OF LOT 11)
- G - EASEMENT FOR SERVICES 11.5 WIDE & VARIABLE
- H - EASEMENT FOR WATER SUPPLY PURPOSES 2.675 WIDE



COMMUNITY PROPERTY PLAN
(COMMUNITY PROPERTY LOT ONLY)

COMMUNITY
PROPERTY

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

PLAN OF

SUBDIVISION OF LOT 100 D.P. 1091026

LGA: WARRINGAH
Locality: FRENCH'S FOREST
Subdivision No. 10767
Lengths are in metres. Reduction Ratio 1:1000

Registered

DIAGRAM 4
SCALE 1:150

DP270670

[illegible]

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

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

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

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

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

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

Crown Lands NSW / Western Lands Office Approval

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

Signature:

Date:

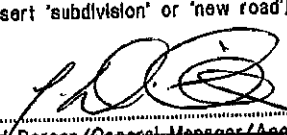
File Number:

Office:

Subdivision Certificate

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

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


x Authorised Person / General Manager / Accredited Certifier

Consent Authority: WARRINGAH COUNCIL

Date of Endorsement: 26-5-2010

Accreditation no:

Subdivision Certificate no: 10767

File no: S.D. 9739

xDelete whichever is inapplicable

DP270670

(DOC.A)

Registered:  23.6.2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF
SUBDIVISION OF LOT 100 D.P.1091026

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

Surveying Regulation, 2006

I, ANDREW RICHARD THOMAS

of CRAIG & RHODES PTY LTD

LEVEL 4, 16-18 CAMBRIDGE ST. EPPING 2121

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

The survey relates to LOTS 1 TO 8

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

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

Datum Line: 'X'-'Y'

Type: Urban/Rural

Plans used in preparation of survey / completion

D.P.227092

D.P.1091026

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

SURVEYOR'S REFERENCE: 225-06

* OFFICE USE ONLY

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

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

PLAN OF

SUBDIVISION OF LOT 100 D.P.1091026

DP270670

(DOC.A)

Registered:



23.6.2010

Subdivision Certificate No: 10767

Date of Endorsement: 26-5-2010

* OFFICE USE ONLY

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

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

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

Signature of witness: [Signature]

Name of witness: [Signature]

Address of witness: 1 King Street
- Concord West NSW

GARY LIBLE HAINSWORTH
Secretary - BHY AUSTRALIA PTY LTD

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

SURVEYOR'S REFERENCE: 225-06

CAD REF. 22506S4

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

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

PLAN OF

SUBDIVISION OF LOT 100 D.P.1091026

DP270670

(DOC.A)

Registered:  23.6.2010

Subdivision Certificate No: 10767

Date of Endorsement: 26-5-2010

Signed for SYDNEY WATER CORPORATION
by its Attorneys

MARK ROWLEY and

PETER VINCENT BYRNE

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

Mark Rowley
Peter Vincent Byrne

David Abel

DAVID ABEL
NAME OF WITNESS

SURVEYOR'S REFERENCE: 225-06

• OFFICE USE ONLY

CAD REF. 2250654

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

PLAN OF

SUBDIVISION OF LOT 100 D.P.1091026

DP270670

(DOC.A)

Registered:  23.6.2010

Subdivision Certificate No: 10767

Date of Endorsement 26-5-2010

Name of Development if any

Address for Service of Notice

UNIT 17
 NO. 22 KENTHURST ROAD
 ROUND CORNER 2158

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

Any changes will be recorded on subsequent Administration Sheets

**Strike out whichever is inapplicable*

I, DAVID R. FARLEY
 of REALTY APPRAISALS PTY. LTD.
 being a Valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements shown on ~~*this sheet / these sheets~~ are based upon valuations made by me on # 1st SEPTEMBER 2009

Signature  Date 8/06/2010

**Strike out whichever is inapplicable / Insert date of valuation*

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

SCHEDULE OF UNIT ENTITLEMENT

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

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

SURVEYOR'S REFERENCE: 225-06

* OFFICE USE ONLY

CAD REF. 22506S5

DP270670

IRMA PLACE

**COMMUNITY LAND DEVELOPMENT ACT 1989
COMMUNITY LAND MANAGEMENT ACT 1989**

COMMUNITY MANAGEMENT STATEMENT

WARNING

The terms of this management statement are binding on the community association, each subsidiary body (if any) within the community scheme and each person who is a proprietor, lessee, occupier or mortgagee or covenant chargee in possession of a community development lot or strata plan within the community scheme.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the control and preservation of the essence or theme of the community scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association (See section 17(2) Community Land Management Act 1989).

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

By-Law 1.1 Maintenance of Landscaping on Community Property

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

By-Law 1.2 Maintenance of Landscaped Areas on lot

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

By-Law 1.3: Decision Final

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

PART 2

RESTRICTED COMMUNITY PROPERTY

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

Y:\225-06\ solicitor\CMS BHY.doc

WARRINGAH COUNCIL


Authorised Person

TERMS OF INSTRUMENT NOT CHECKED IN LAND
AND PROPERTY INFORMATION NSW

23.6.2010



REGISTERED

DP270670

Community Land Management Act 1989).

BY-LAW 2: NO RESTRICTED PROPERTY

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

PART 3

MANDATORY MATTERS

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

BY-LAW 3: OPEN ACCESSWAYS OR PRIVATE ACCESSWAYS

By-Law 3.1: Open Accessways

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

By-Law 3.2: Control Management Use and Maintenance

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

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

By-Law 3.3: Traffic

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

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

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

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

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

Authorised Person

DP270670

By-Law 4.2:

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

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

BY-LAW 5: INTERNAL FENCING

By-Law 5.1: Application of Dividing Fences Act 1991

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

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

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

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

By-Law 5.3: Owner to maintain

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

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

By-Law 5.4: Owner not permitted to

An owner or occupier is not permitted to:

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

WARRINGAH COUNCIL


Authorised Person

DP270670

BY-LAW 6: GARBAGE

By-Law 6.1: Agreement with Council

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

By-Law 6.2: Garbage Container

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

By-Law 6.3: Storage

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

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

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

By-Law 6.4: Collection

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

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

By-Law 6.5: Recyclable garbage

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

By-Law 6.6: Access

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

WARRINGAH COUNCIL


Authorised Person

DP270670

BY-LAW 7 SERVICES

By-Law 7.1

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

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

By-Law 7.2

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

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

By-Law 7.3

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

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

By-Law 7.4

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

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

By-Law 7.5

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

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

By-Law 7.6

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

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

DP270670

Page 7 of 22

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

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

BY-LAW 8: INSURANCE

By-Law 8.1: Compulsory Insurance

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

By-Law 8.2: Optional Insurances

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

By-Law 8.3: Insurance in respect of lots

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

BY-LAW 9: EXECUTIVE COMMITTEE

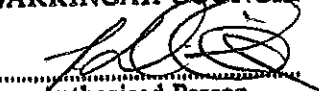
By-Law 9.1: The Executive Committee

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

By-Law 9.2: Notice of Executive Committee Meetings

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

WARRINGAH COUNCIL


Authorised Person

DP270670

By-Law 9.3: Proprietors at Executive Committee Meeting

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

By-Law 9.4: Voting In writing

Where:

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

By-Law 9.5: Minutes to be kept

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

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

The Executive Committee shall:

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

WARRINGAH COUNCIL


.....
Authorised Person

DP270670

By-Law 9.7: Powers and Duties of Secretary

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

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

By-Law 9.8: Powers and duties of Treasurer

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

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

WARRINGAH COUNCIL

DP270670

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

By-Law 9.9:

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

By-Law 9.10:

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

PART 4

OPTIONAL MATTERS

BY-LAW 10: RULES AND REGULATIONS

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

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

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

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

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

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

WARRINGAH COUNCIL


Authorised Person

DP270670

Page 11 of 22

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

By-Law 10.4: Community Association to give notice

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

By-Law 10.5: Failure to comply with Notice

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

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

By-Law 10.6: Power of Entry of Community Association

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

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

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

DP270670

Page 12 of 22

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

By-Law 10.8: Community Association not to be liable

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

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

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

By-Law 10.10: Negotiation and Administration of service contracts

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

By-Law 10.11: Managing Agent

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

By-Law 10.12: Employees and Consultants

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

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

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

DP270670

or proprietors a reasonable fee for receiving such benefit.

By-Law 10.14: Proprietor of Occupier Not to Instruct

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

BY-LAW 11: INTEREST

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

BY-LAW 12: CONTROL OF LESSEES/LICENSEES

A proprietor whose lot in whole or in part is the subject of a lease or licence agreement must:

- (a) provide the lessee or licensee with a copy of this Management Statement;
- (b) require the lessee or licensee to perform and observe the obligations on the part of the proprietor under the by-laws; and
- (c) take all reasonable steps including, without limitation, any action available to him/her under the lease or licence agreement to ensure that the lessee or licensee of the lot and any person on the Community Property with the consent (express or implied) of the lessee or licensee complies with the by-laws.

BY-LAW 13: DEFINITIONS, INTERPRETATION AND GENERALLY

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

Otherwise the following words have the meanings:

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

Council means Warringah Council or any replacement of it.

WARRINGAH COUNCIL


.....
Authorised Person

DP270670

Page 14 of 22

Community Association means a corporation that:

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

Community lot means land that is a lot in a Community Plan that is not Community Property, a public reserve or a drainage reserve and not land that has become subject to a subsidiary scheme or a lot that has been severed from the community scheme.

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

Community Plan means that plan of subdivision registered with the Management Statement.

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

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

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

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

lot means a Community lot.

Management Statement means this Management Statement.

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

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

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

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

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

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

In this Management Statement, unless the context otherwise requires:

WARRINGAH COUNCIL



Authorised Person

DP270670

Page 15 of 22

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

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITY

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

BY-LAW 14: PUBLIC AUTHORITY

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

By-Law 14.1: Water Filter

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

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

DP270670

Page 16 of 22

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

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

By-Law 14.2: Onsite Water Detention System

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

DP270670

Page 17 of 22

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

WARRINGAH COUNCIL


.....
Authorised Person

DP270670

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

BY-LAW 15: COUNCIL

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

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

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

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

Signature of witness: *Mary Travers*

Name of witness: *Mary Travers*

Address of witness: 1 King Street
Concord West NSW

WARRINGAH COUNCIL

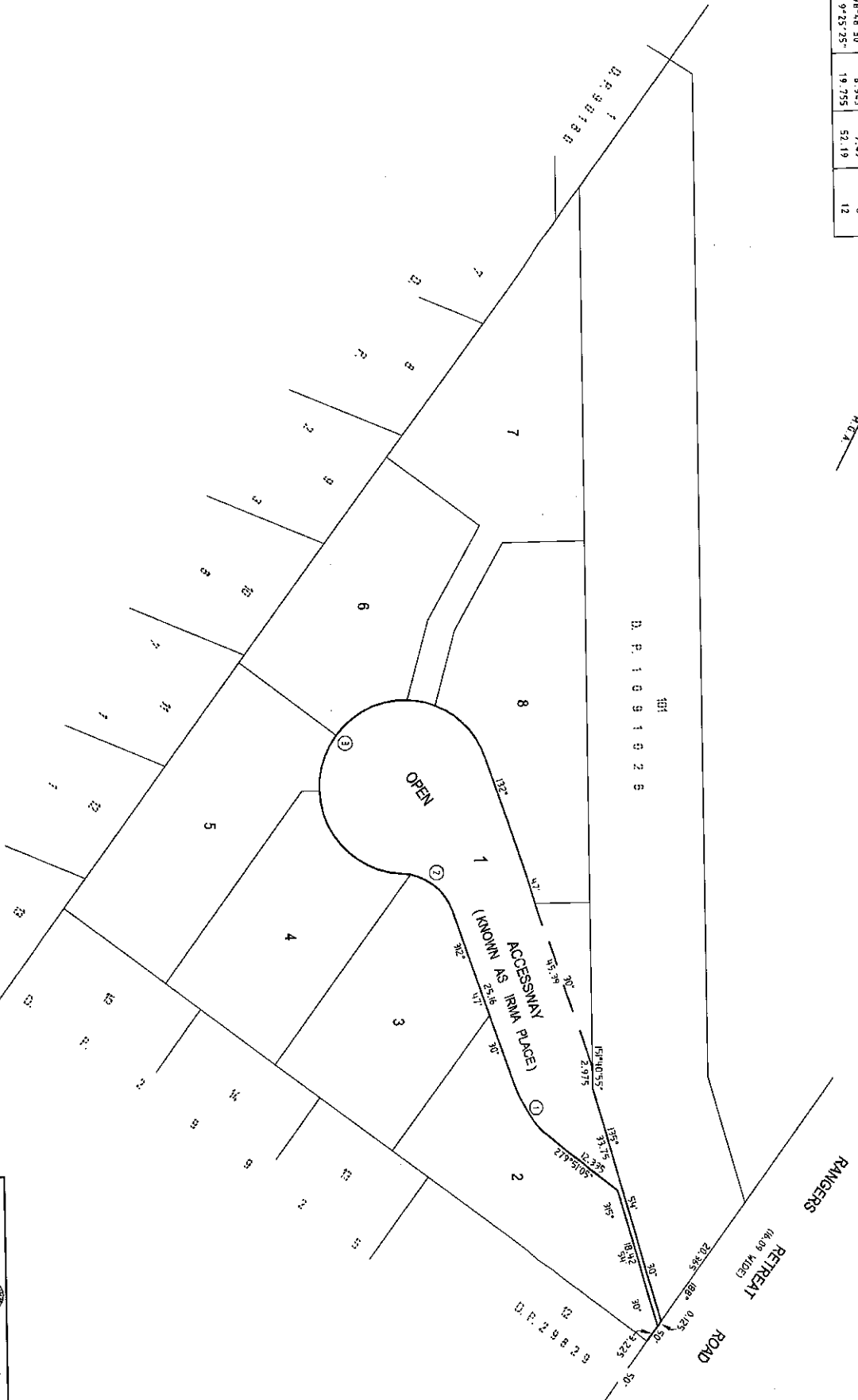
.....*[Signature]*.....
Authorised Person

OPEN ACCESSWAY PLAN

SCALE 1:400

SCHEDULE OF CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
1	295°19'20"	10.205	10.55	18
2	278°48'30"	8.945	9.49	8
3	9°25'25"	19.755	52.19	12

H.C.A.



REGISTERED 23.6.2010

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

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

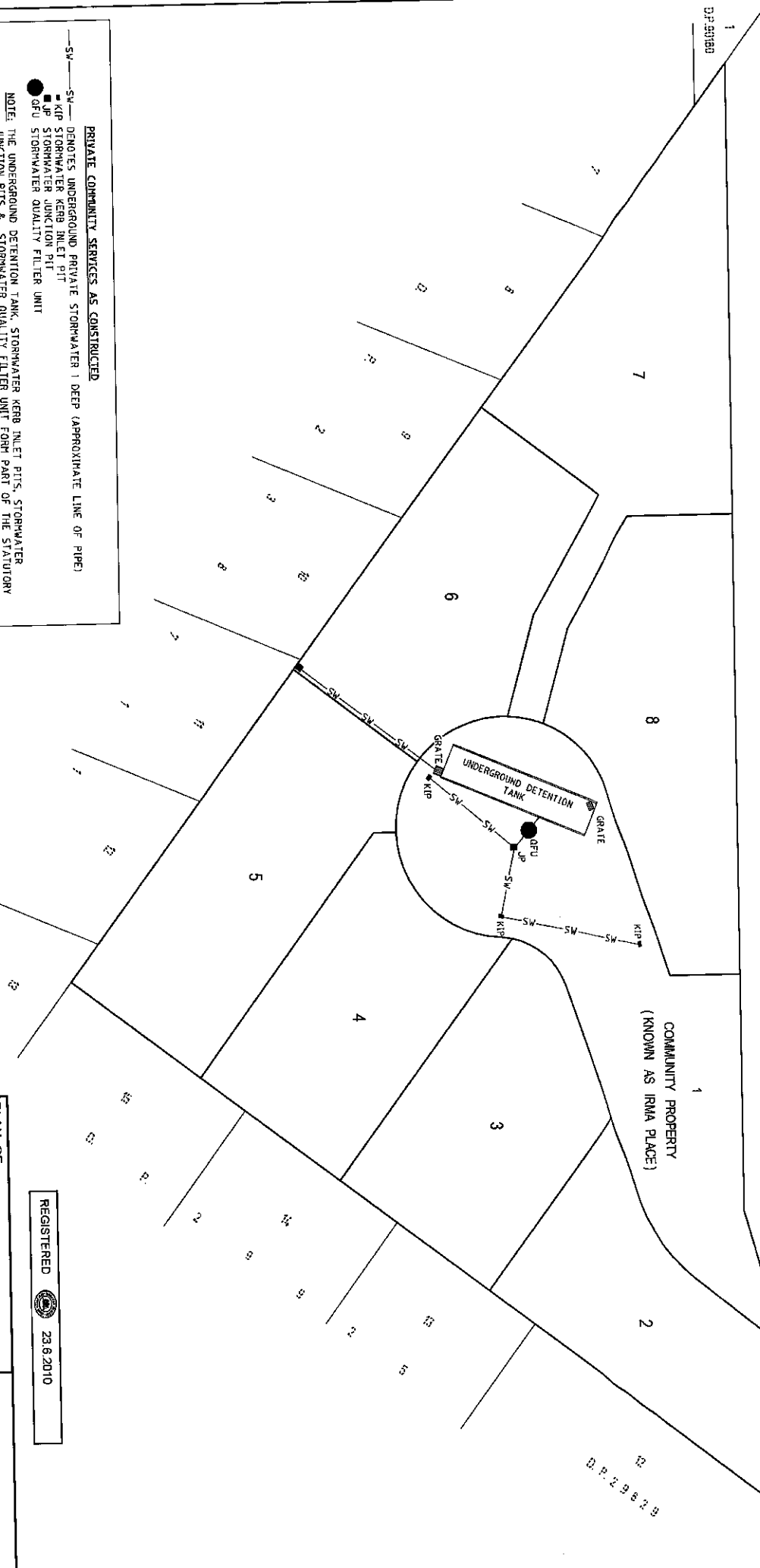
PLAN OF
OPEN ACCESSWAY WITHIN COMMUNITY
SCHEME, IRMA PLACE, FRENCHS FOREST

DP270670



D.P. 1091026

RANGERS RETREAT ROAD
(408 41000)



PRIVATE COMMUNITY SERVICES AS CONSTRUCTED

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

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

MANAGEMENT STATEMENT

REDUCTION RATIO 1:300

REGISTERED 23.6.2010



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

DP270670

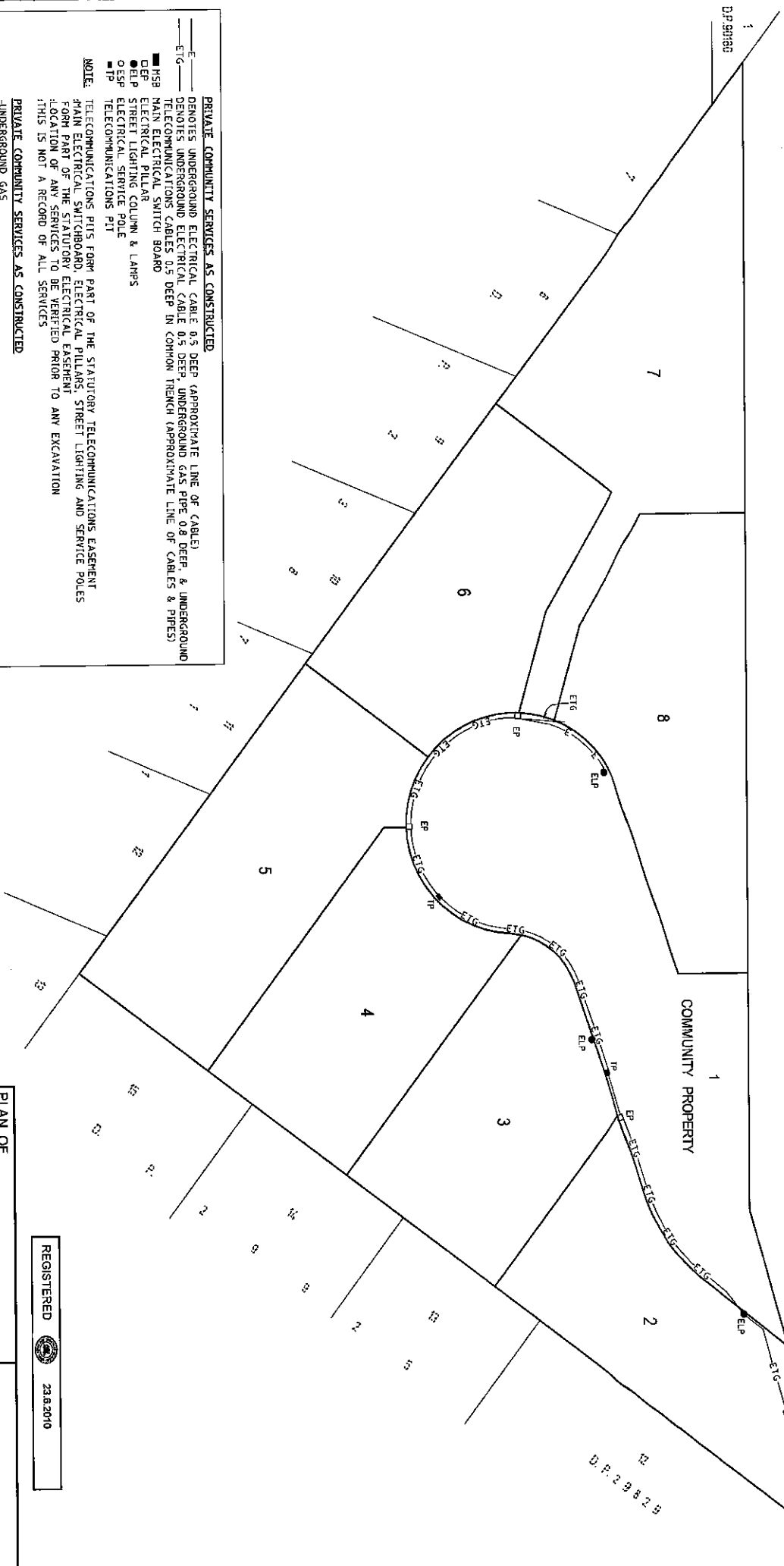


RANGERS RETREAT ROAD
(4.0m WIDE)

D.P. 1091026

D.P. 91103

D.P. 29829



PRIVATE COMMUNITY SERVICES AS CONSTRUCTED

- ETG — DENOTES UNDERGROUND ELECTRICAL CABLE 0.5 DEEP (APPROXIMATE LINE OF CABLE)
- EP — DENOTES UNDERGROUND ELECTRICAL CABLE 0.5 DEEP, UNDERGROUND GAS PIPE 0.8 DEEP, & UNDERGROUND TELECOMMUNICATIONS CABLES 0.5 DEEP IN COMMON TRENCH (APPROXIMATE LINE OF CABLES & PIPES)
- MSP MAIN ELECTRICAL SWITCH BOARD
- ELP ELECTRICAL PILLAR
- ESP STREET LIGHTING COLUMN & LAMP
- TP ELECTRICAL SERVICE POLE
- TELECOMMUNICATIONS PIT

NOTE:

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

PRIVATE COMMUNITY SERVICES AS CONSTRUCTED

- UNDERGROUND GAS
- UNDERGROUND ELECTRICITY

PRIVATE AUTHORITY SERVICES AS CONSTRUCTED

- UNDERGROUND TELECOMMUNICATIONS

MANAGEMENT STATEMENT

REDUCTION RATIO 1:300

REGISTERED



23.8.2010

PLAN OF

SERVICES WORKS AS EXECUTED FOR
COMMUNITY SCHEME, JMA PLACE,
FRENCHS FOREST

DP270670

DP270670

SIGNATURES, CONSENTS AND APPROVALS

DATED 7th day of JUNE 2010

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

Signature of witness

Name, address and occupation of witness. ANDREW JOHN HALMARICK

34 MARY ST HUNTERS HILL - REGISTERED SURVEYOR

CERTIFICATE OF APPROVAL

It is certified:

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

Date: 26-5-10

Signature on behalf of consent authority

Authorised Officer

* Strike out whichever is inapplicable

WARRINGAH COUNCIL

Authorised Person

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION NSW

Y:\225-06\ solicitor\CMS BHY.doc

REGISTERED



23.6.2010

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

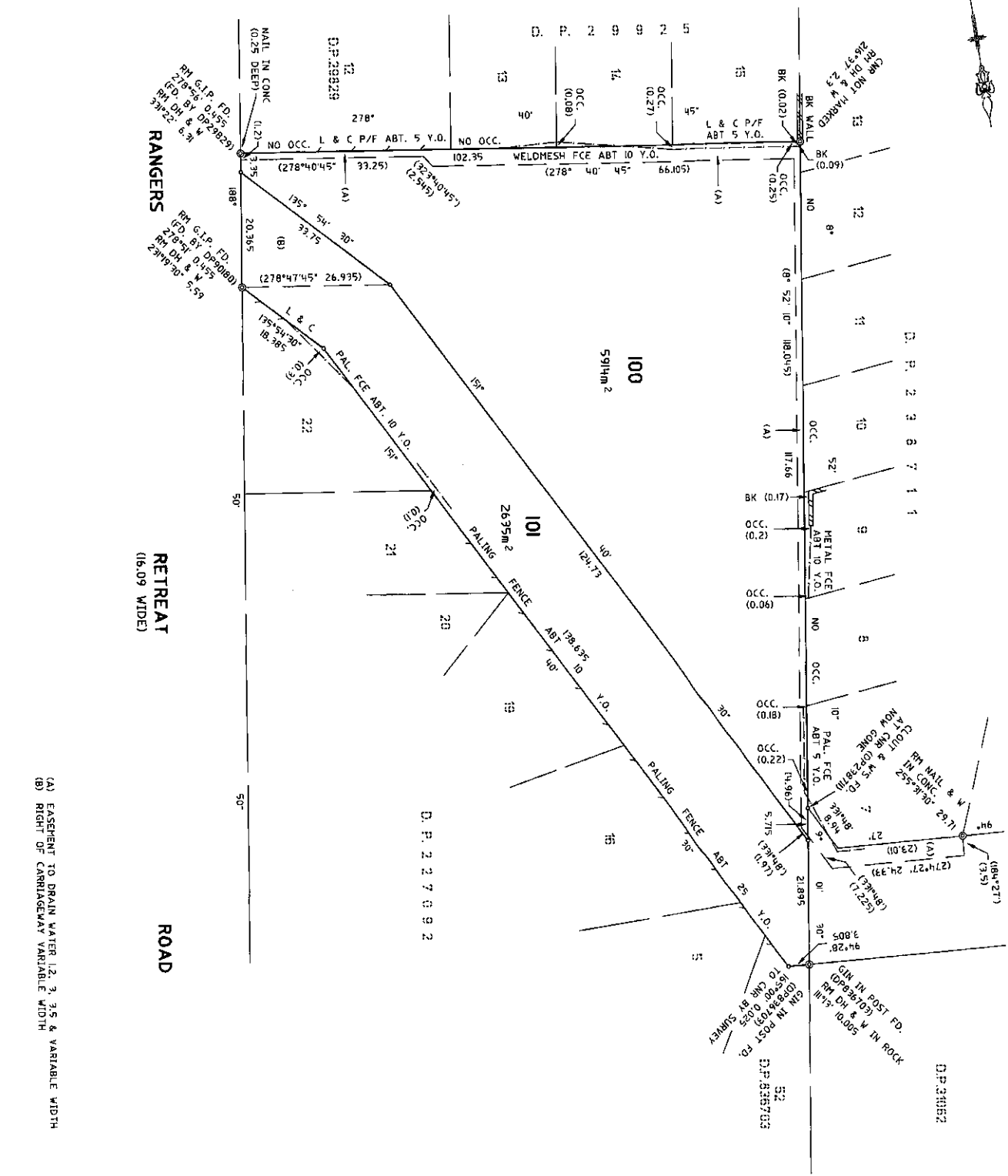
DP1091026

Registered 5/8 8/12 2007

This is sheet 2 of any plan in 2 sheets dated 13/7/05.

D. Stubbins
 Survey registered under Survey Act 2002
 This is sheet 2 of the plan of 2 sheets covered by Subdivision Certificate No. 10009 of 1/10/2002

Paul Butler
 Authorised Person/Person Authorised/Authorised Surveyor
 For use where space is insufficient in any point on Plan Form 2



Plan Drawing only to appear in this space

Reduction Ratio 1:500
 SURVEYOR'S REFERENCE: 4619/03

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

Lengths are in metres

(Sheet 1 of 2 Sheets)

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

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

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

DP1091026

PART 1 (CREATION)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a' prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.2, 3, 3.5 and Variable Width (A)	100 Lot 1 DP 90180	Lots 13, 14, 15 DP 29925 Lot 12 DP 29829 100 Lots 13, 14 & 15 DP 29925 Lot 12 DP 29829
2	Right of Carriageway variable width (B)	101	100

Approved by Warringah Council


.....
Authorised Officer

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

Lengths are in metres

(Sheet 2 of 2 Sheets)

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

DP1091026

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

JEFFREY FRANCIS COLENZO

Less Roland Wynn

Carolina de Wolff

Signature of Witness

who hereby state at the time of executing
this instrument have not notice of
revocation of the Power of Attorney
registered No. 323 Book 4465 Name of Witness
under the Authority of which this
instrument has been executed.

CAROLINA de Wolff

115 Bathurst Street, Sydney
Address of Witness

[Signature]
Attorney

[Signature]
Attorney

Approved by Warringah Council

[Signature]
Authorised Officer

REGISTERED  **SB 8.12.2005**

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

**POSITIVE COVENANT
AFFECTING LAND VEST
A PRESCRIBED AUTHORITY**



AC624610P

New South Wales

Section 88D(3) Conveyancing Act 1919

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

(A) **TORRENS TITLE**

100/1091026

(B) **LODGED BY**

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

(C) **PRESCRIBED
AUTHORITY**

SYDNEY WATER CORPORATION
ABN 49 776 225 038

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

DATE

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

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

Signature of witness:

Carolina de Woeff

Name of witness:

CAROLINA de Woeff

Address of witness:

115-123 Bathurst Street
SYDNEY NSW 2000

Signature of authorised officer:

Jeffrey Francis Colenso

JEFFREY FRANCIS COLENZO

Name: ROSS ROWLAND WYNN

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

JEFFREY FRANCIS COLENZO

ROSS ROWLAND WYNN

who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No. 328 Book 448 under Authority of which this instrument has been executed.

PC
4

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

The registered proprietor must:

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



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



R.R. Wynn

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

Dated: 19th September 2006

SIGNED for and on behalf of **SYDNEY**
WATER CORPORATION by its duly
appointed attorneys

...JEFFREY FRANCIS COLENSO.....

and ROSS ROWANA WYNN.....

pursuant to Power of Attorney
registered Book 4465 No 323 in the
presence of:

.....
Signature of witness

.....CAROLINA de WOCFF.....

Name of witness

115-123 Bathurst Street

SYDNEY NSW 2000

.....
Address of witness

[Signature]
R.R. Wynn

DP270670

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

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

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	23.6.2010	4	12

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

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

Lengths are in Metres

Sheet 1 of 11 Sheets ePlan (DOC.1)

Plan: **DP270670**

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

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

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

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.2 & 3 Wide	3 4 5	2 2, 3 2, 3, 4
2.	Easement to Drain Water 1.2 Wide	6 7	1, 2, 3, 4, 5, Sydney Water Corporation 1, 2, 3, 4, 5, 6, 8, Sydney Water Corporation
3.	Easement for Water Supply Purposes 2.5 Wide	1, 2, 3, 4, 5, 6, 7, 8	Sydney Water Corporation
4.	Easement for Water Supply Purposes 2.675 Wide	1, 2	Sydney Water Corporation
5.	Easement for Access & Drainage Purposes 11.5 Wide & Variable	1, 2	Sydney Water Corporation
6.	Positive Covenant	1, 2, 3, 4, 5, 6, 7, 8	Sydney Water Corporation
7.	Restriction on Use of Land	1	Warringah Council
8.	Positive Covenant	1	Warringah Council
9.	Restriction on Use of Land	1	Warringah Council
10.	Positive Covenant	1	Warringah Council
11.	Easement for Services 11.5 Wide & Variable	1 2	2, 3, 4, 5, 6, 7, 8 3, 4, 5, 6, 7, 8

APPROVED BY WARRINGAH COUNCIL.....


 Authorised Officer

Lengths are in Metres

Sheet 2 of 2 Sheets ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. / O 767

Part 1 (cont)

	Identity of Easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
12.	Restriction on Use of Land	2 to 8 inclusive	Warringah Council
13.	Restriction on Use of Land	Each 1 to 8 inclusive	Every other Lot 1 to 8 inclusive

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 3 of 4 Sheets ePlan (DOC.1)

Plan: **DP270670**

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

Part 2

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 4 of 11 Sheets ePlan (DOC.1)

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10 767

Part 2 (cont)

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

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

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

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

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

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

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

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

For the purposes of this covenant:

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

The Act shall mean the Conveyancing Act 1919.

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

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 5 of 11 Sheets

ePlan (DOC.1)

Plan: **DP270670**

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

Part 2 (cont)

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

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

I. The registered proprietor will:

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

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

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

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

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

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

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 6 of 11 Sheets

ePlan (DOC.1)

Plan: **DP270670**

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

Part 2 (cont)

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

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

For the purposes of this covenant:

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

The Act means the Conveyancing Act 1919.

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

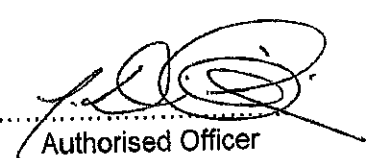
Terms of easement, profit à pendre, restriction or positive covenant numbered 9 in the plan.

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

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

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

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 7 of 14 Sheets

ePlan (DOC.1)

Plan: **DP270670**

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

Part 2 (cont)

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

For the purposes of this covenant:

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

The Act shall mean the Conveyancing Act 1919.

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

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

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

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

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 8 of 11 Sheets

Plan: **DP270670**

Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. /0767

Part 2 (cont)

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

For the purposes of this covenant:

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

The Act means the Conveyancing Act 1919.

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

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 9 of 11 Sheets

Plan: **DP270670**

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

Part 2 (cont)

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

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

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

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

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

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

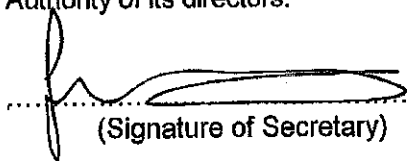
Sheet 10 of 14 Sheets

Plan: **DP270670**

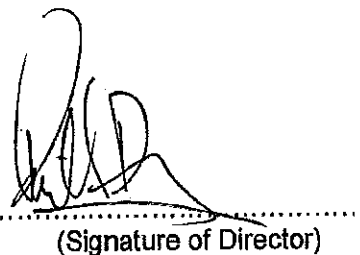
Plan of Subdivision of Lot 100
DP1091026 covered by Council's
Subdivision Certificate No. 10767

Part 2

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


(Signature of Secretary)

GARY L. L. HAINSWORTH
(Printed Name of Secretary)


(Signature of Director)

PHILLIP JOHN BURGE
(Printed Name of Director)

APPROVED BY WARRINGAH COUNCIL


Authorised Officer

Lengths are in Metres

Plan: **DP270670**

Part 2

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

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

~~Signature of Witness~~

Name of Witness

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

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

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

Signature of witness: *Woo*

Name of witness: *Mary Travers*

Address of witness: 1 King Street
Concord West NSW

APPROVED BY WARRINGAH COUNCIL

[Signature]
Authorised Officer

Lengths are in Metres

Sheet 11 of 11 Sheets

ePlan (DOC.1)

Plan: **DP270670**

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

Part 2

Signed for SYDNEY WATER CORPORATION)
by its Attorneys)

.....
MARK ROWEY and
PETER VINCENT BYRNE
.....

who hereby state at the time of executing this)
instrument have no notice of the revocation)
of the Power of Attorney Registered No. 606)
Book 4541 under the Authority of which this)
instrument has been executed)

M Rowley
P Vincent Byrne

.....
David Abel
.....

Signature of Witness

.....
DAVID ABEL
.....

Name of Witness

REGISTERED



23.6.2010

APPROVED BY WARRINGAH COUNCIL

Authorised Officer

From.....Purchasers Solicitor

To.....Vendors Solicitor

Date:

REQUISITIONS ON TITLE**2008 EDITION**

RE:..... Purchase From

Property:.....

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

REQUISITIONS	REPLIES	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.	Noted	
2. The Vendor must comply before completion with Clause 16.12.	Noted	
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	Noted	
4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	Noted Subject to Contract	
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	No	
6. Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	No No	
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	No	
8. Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	No No	
9. Is there any permissive occupancy of any part of the property or is any one in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	No	
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	No	
11. If the sale of the property is subject to an existing tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion. (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.	Does not Apply Does not Apply Does not Apply Does not Apply Does not Apply	

REQUISITIONS	REPLIES	RESPONSE
(g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	Vendor not Aware	
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Building Act 1922 (NSW Statute)? If so, please advise full details.	No No No No	
26 If the property sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) The Vendor must comply with Clause 28.2 before completion.	Noted Noted Noted Noted Noted Noted	
27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	Purchase should rely on own enquiries	
28. If a Swimming Pool is included in the sale:- (a) was its construction approved by the Local Council? Please furnish a copy of such approval. (b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? (c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist? (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.	Noted Noted Noted Noted	
29. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	Noted Noted Noted Noted Noted Noted	
30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.	No	
31. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt. (b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please	Noted Noted Noted	

REQUISITIONS	REPLIES	RESPONSE
(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.	Does not Apply	
12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.	As far as Vendor is Aware	
13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.	Subject to Contract	
14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.	Noted	
15. Has the Vendor or any predecessor in title:- (a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor? (b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion? If so, please give details?	No No	
16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.	Noted	
17. Is there any pending litigation in respect of the property?	No	
18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.	No	
19. Is the Vendor aware of any restrictions on the use or development of the land?	No	
20. Survey should be satisfactory and certify (or report) that:- (a) the whole of the land sold will be available to the Purchasers on completion and (b) there is no encroachment by or upon the subject land and (c) the improvements sold are erected on the subject land.	Subject to Contract	
21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.	No	
22. Has the Vendor or his mortgagee:- (a) a survey report? (b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913? (c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D? If so, please obtain and forward a copy and ensure that the originals are handed over on completion.	If attached to Contract	
23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.	No	
24. Is the land affected by the:- (a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details. (b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details. (c) Threatened Species Conservation Act 1995? If so, please give full details. (d) Contaminated Land Management Act 1997? If so, please give full details. (e) Local Government Act 1993, Section 124? If so, please give full details. (f) Noxious Weeds Act 1993? If so, please give full details.	Vendor not Aware	

REQUISITIONS	REPLIES	RESPONSE
produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.	Noted	
32. In the case of Old System Title land:- (a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion. (b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement. (c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement. (d) The Vendor must comply with Clauses 25.2 and 25.8 before completion.	Noted Noted Noted Noted	
33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.	Vendor not Aware	
34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Written evidence should be provided at settlement of its non-revocation.	Noted Noted	
35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?	Vendor not Aware	
36. Satisfactory evidence must be produced before completion that any:- (a) improvements erected over the sewer, and/or (b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.	Noted as Required	
37. Is there any encroachment:- (a) onto any adjoining land by any improvements erected on the subject land? (b) by any improvements erected on adjoining land onto the subject land to the Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.	No No	
38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.	No	
39. The Vendor must comply with Clause 4.2.	Noted	
40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.	Noted	
41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.	Noted Subject to Contract	

DISCLAIMER

Although the contents of this form are believed to be correct, sufficient and appropriate at the time of printing, no legal liability is accepted by Australian Law Stationers Pty Ltd, the printer or the draftsman for any error or omission or any other liability that may arise directly or indirectly from the publication and use of this form.

.....
Solicitor for Vendor