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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 54763650	NSW Duty:
vendor's agent	Jim Aitken Glenmore Park 30 Mulgoa Road Glenmore Park NSW 2745		Phone: 02 4733 6999 Fax: 02 4733 1666 Ref:
co-agent			
vendor	HOWARD CARL LACEY, JAYNE TAYLOR LACEY 1 Waterford Close Caroline Springs VIC 3023		
vendor's solicitor	Perpetual Conveyancing 2 / 65 Great Western Highway Emu Plains NSW 2750 PO Box 256 Emu Plains NSW 2750		Phone: 02 4735 3982 Fax: Ref: 190023
date for completion	90 days after the date of this contract (clause 15)		Email: admin@perpetualconveyancing.com.au
land	30/41 REGENTVILLE RD GLENMORE PARK NSW 2745 (Address, plan details and title reference) LOT 37 IN COMMUNITY PLAN DP270142 37/270142		
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: garden shed		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a *deposit-bond* (clause 3)

NO yes

proposed *electronic transaction* (clause 30)

no YES

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an *RW payment*
(residential withholding payment)

NO yes (if yes, vendor must provide further details)

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
	<input type="checkbox"/> 57 document relevant to off-the-plan sale
Home Building Act 1989	Other
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 58
<input type="checkbox"/> 25 brochure or warning	
<input type="checkbox"/> 26 evidence of alternative indemnity cover	
Swimming Pools Act 1992	
<input type="checkbox"/> 27 certificate of compliance	
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Stanton and Taylor 02 4721 2444 info@stsm.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

- 1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.**
- 2. 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.**

DISPUTES

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

AUCTIONS

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

WARNINGS

1. **Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:**

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.**

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party 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* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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 prescribed under s101 Civil Procedure Act 2005.

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

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

19 Rescission of contract

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

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

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

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

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

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

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

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

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is 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;
- 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; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

30/41 REGENTVILLE RD GLENMORE PARK NSW 2145

ADDITIONAL CONDITIONS

INTERPRETATION

32. The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following:-
- 32.1. if there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail;
 - 32.2. in the interpretation of these conditions, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender;
 - 32.3. the parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect; and
 - 32.4. any headings within these additional conditions are provided for ease of reference only.

AMENDMENTS TO STANDARD FORM OF CONTRACT

33. The form of Contract annexed is amended as follows:-
- 33.1. Clause 7.1.1 is amended by the deletion of "5%" and the insertion of "1%" in its place thereof;
 - 33.2. Clause 14.4.2 is amended by the deletion of the first and second bullets in their entirety;
 - 33.3. Clause 16.5 is amended by the deletion of the words "plus another 20% of that fee";
 - 33.4. Clause 16.6 is amended by adding after the last word "the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement";
 - 33.5. Clause 16.8 is deleted in its entirety;
 - 33.6. Clause 16.12 is deleted in its entirety;
 - 33.7. Clause 18 is amended by deleting Clause 18.7 in its entirety and adding additional Clause 18.8:
"18.8: The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property.";
 - 33.8. In Clause 24, the following sub-clause is added:
"24.4.6 the Purchaser shall not be entitled to make any objection, requisition or claim, nor shall the Purchaser be entitled to refuse to complete this Contract, should:
 - (a) any tenant have terminated the lease or vacated the property;
 - (b) any tenant have defaulted in the performance of its obligations under the lease; or
 - (c) the Vendor not have possession or control of any certificate, statement or document otherwise required to be given to the Purchaser pursuant to Clause 24.4.3.";
 - 33.9. Clause 25.1.1 is amended by the deletion of the words "qualified, limited or".

DEPOSIT BY INSTALMENTS

34. The parties agree that the deposit payable is 10% of the purchase price. The Purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and in particular from the Agent or any representative of the Vendor), the deposit payable pursuant to this Contract is equivalent to 10% of the purchase price to secure the Purchaser's obligations pursuant to this Contract.
- 34.1. Despite Clause 2.2 and in the event the Vendor agrees to the deposit being paid by instalments, the Purchaser shall pay, by Bank Cheque and with time of the essence, the total deposit of 10% of the purchase price as specified on the front page of the Contract in the amounts and upon the dates as follows:
- \$..... upon the date of this Contract; and
- \$..... upon the first to occur of: (a) completion of this Contract, and (b) the date upon which the Vendor terminates this Contract due to default by the Purchaser.
35. Notwithstanding Clause 2.9, if the Vendor has agreed to the deposit being paid by instalments as aforementioned, then the parties agree the Vendor will be entitled to all the interest earned on the investment of the deposit monies.

RELEASE OF DEPOSIT PRIOR TO SETTLEMENT

36. Notwithstanding any other provision in this Contract, in the event that the Vendor prior to settlement requires a release of the deposit paid herein for any of the following reasons:-
- 36.1. to pay the deposit for the purchase of another property;
- 36.2. to pay the stamp duty in relation to the purchase of another property;
- 36.3. to pay the balance of purchase moneys for the purchase of any property; or
- 36.4. to discharge part or all of the mortgage(s) on this property upon completion of this Contract;

then the Purchaser herein agrees to release so much of the deposit as is required by the Vendor on the request of the conveyancer for the Vendor without delay, and the Purchaser herein authorises the stakeholder (if any) when requested by the Vendor's conveyancer to release part or all of the deposit (without production of any further authority than a copy of this Special Condition). No further authority or consent will be required from the Purchaser.

COMPLETION

37. Completion of this matter shall take place on or before 3.30pm on the due date for completion.
- 37.1. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall require completion to take place within a period of fourteen (14) days from the date on which the notice is served (making time of the essence in this regard). A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime.
- 37.2. It is hereby agreed between the parties that should settlement not take place within the time specified herein but is effected within the time required by any notice allowed under this Contract, then the Purchaser shall make no objection, requisition or claim for compensation because settlement was not effected on or before the specified time.
- 37.3. The Purchaser agrees that should the Vendors Conveyancer issue a Notice to Complete, then the Purchaser will allow \$330.00 (GST inclusive) to the Vendor by way of adjustment at settlement for the costs incurred by the Vendor for the preparation and serving of a Notice to Complete on the Purchaser. The Purchaser agrees that such payment is an essential condition of this Contract.

38. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent (10% per annum) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further 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. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
39. If the Vendor becomes liable for land tax by reason of a delay in completion by the Purchaser beyond the completion date, then the Purchaser shall indemnify the Vendor for any such additional land tax liability.
40. Settlement of this matter shall take place wherever the Vendor's Mortgagee directs, provided however if the property is not mortgaged or the discharge of mortgage is already held by Perpetual Conveyancing, then settlement shall be effected at the offices of Perpetual Conveyancing. Should the Purchaser not be in a position to settle at the offices of Perpetual Conveyancing, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Conveyancer's Sydney Settlement Agents' fee is paid by the Purchaser. Furthermore if this matter is a PEXA electronic settlement and the property is not mortgaged or the discharge of mortgage is held by Perpetual Conveyancing, the Purchaser shall pay Perpetual Conveyancing's PEXA settlement fee.
41. In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$110.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

NOTICES

42. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor or conveyancer if the Notice or Document is sent by email or facsimile transmission to the email address or facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:-
 - 42.1. The time of dispatch is not before 5.00pm (Sydney time) on a 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 business day in the place; or
 - 42.2. The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

TRANSFER NOT SUBMITTED

43. The Purchaser hereby agrees that they will allow the amount of \$110.00 (GST inclusive) on settlement, if the Transfer is not served to the Vendor's Conveyancer 14 days prior to the agreed settlement date. The Purchaser acknowledges that this amount will cover the cost of organising the execution of the Memorandum of Transfer at such late date.

SECTION 184/ SECTION 26 CERTIFICATES

44. This Clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).
 - 44.1. Clause 23.14 is amended by the deletion of the first line, 'The purchaser does not have to complete earlier than 7 days after *service* of the certificate and the clause 21.3 does not apply to this provision'.

SPECIAL LEVIES

45. This Clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).
- 45.1. Notwithstanding any other provisions of this Contract, the Vendor and Purchaser covenant and agree that if a contribution is not a regular periodic contribution and is not disclosed in this Contract, the Vendor is liable for it if it is payable before the date of Contract and the Purchaser is liable for it if it is payable on or after the date of Contract. If it is payable by instalments, then the Vendor is liable for all/any instalments payable prior to the date of this Contract and the Purchaser is liable for all/any instalments payable on or after the date of Contract.
- 45.2. The Purchaser warrants that it has inspected the books and records of the Owners Corporation prior to the date of this Contract, and is aware of any matter in relation to the building that would justify the making of any upgrading or demolition order.
- 45.3. Clause 23.5.2 is amended by the deletion words "but is disclosed in this contract";
- 45.4. Clause 23.6 is amended by the deletion of the words "and is not disclosed in this contract";
- 45.5. Clause 23.6.1 and Clause 23.6.2 are deleted in their entirety;
- 45.6. Clause 23.6.1 is deleted and replaced with "the purchaser is solely liable for it if levied on or before the *contract date*, even if it is payable by instalments";

PURCHASER'S WARRANTY IN RESPECT OF THE AGENT

46. The Purchaser warrants that it has not been introduced to the property by any other person other than by the Vendor's agents specified herein. The Purchaser hereby indemnifies the Vendor for any claim by any Real Estate Agent for any breach of this warranty. This clause will not merge upon completion.

PURCHASER'S ACKNOWLEDGEMENTS

47. The Purchaser acknowledges that this Contract represents the whole agreement between the parties and it is not relying upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly contained in this Contract.
48. The Purchaser expressly acknowledges the following:
- 48.1. The Purchaser is purchasing the property as a result of the Purchaser's own inspection and in its present condition and state of repair and subject to all faults and defects both latent and patent and the Purchaser shall not be at liberty to require the Vendor to undertake any work to the property whatsoever.
- 48.2. The Vendor shall be under no obligation to make good any hole, cavity, mark or scratch made as a result of the Vendor's removal of an Exclusion or fixture from the property provided that the Vendor acknowledges and agrees that it shall take all proper reasonable care and responsibility in the removal of such exclusion or fixture from the property.
49. The Purchaser acknowledges and agrees that they may not make any objection, requisition or claim for compensation in respect to any matter disclosed or referred to in any document attached to and forming part of this Contract.
50. If a Survey of the property is annexed to this Contract, the Purchaser acknowledges having inspected the Survey and agrees that no objection requisition or claim for compensation shall be made on any matter referred to in the Survey.
51. The Purchaser acknowledges and agrees that they will not make any objection, requisition or claim for compensation in respect of any encroachment by or upon the property or in respect of any non-compliance with the Local Government Act as regards distances of walls, eaves and gutters from any boundary or boundaries.

REQUISITIONS ON TITLE

52. A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.
53. The Purchaser shall only be entitled to raise Requisitions on Title in the form annexed to this Contract.

SWIMMING POOLS

54. The Purchaser acknowledges that in the event that a swimming pool is situated on the subject property, the Vendor does not warrant that such swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed therein. The Purchaser agrees that upon completion, he/she shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of a Warning Notice. It is further agreed that this clause shall not merge on completion.

BUILDING CERTIFICATE

55. The Vendor does not have a building certificate.
 - 55.1. The Purchaser is not entitled to require the Vendor to:
 - 55.1.1. apply for or do anything to obtain a building certificate; nor
 - 55.1.2. comply with the local council's requirements for the issue of a building certificate.
 - 55.2. Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a building certificate.

RECISSION DUE TO DEATH, INCAPACITY OR BANKRUPTCY

56. If the Vendor or Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy or go into liquidation or receivership, then either party may rescind the Contract and Clause 19 of the Contract shall apply.

PRIVATE TENANCY AGREEMENT

57. The Purchaser acknowledges that there is no written rental agreement between the Vendor and the Tenant. If required by the Purchaser, the Vendor will give the Tenant Notice in writing to Vacate the Property before Completion. The Purchaser agrees that the Vendor is under no obligation to relet the Property if the tenant vacates prior to completion. The Purchaser will not be entitled to delay completion or make any objection, requisition or claim for compensation if the tenant vacates the Property prior to completion.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Howard Carl Lacey and Jayne Taylor Lacey**
Purchaser:
Property: **30/41 Regentville Road, Glenmore Park NSW 2745**
Dated: **12 February 2019**

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

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



FOLIO: 37/270142

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/2/2019	9:41 AM	6	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 37 IN COMMUNITY PLAN DP270142
AT GLENMORE PARK
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270142

FIRST SCHEDULE

HOWARD CARL LACEY
JAYNE TAYLOR LACEY
AS JOINT TENANTS (T AK737585)

SECOND SCHEDULE (9 NOTIFICATIONS)

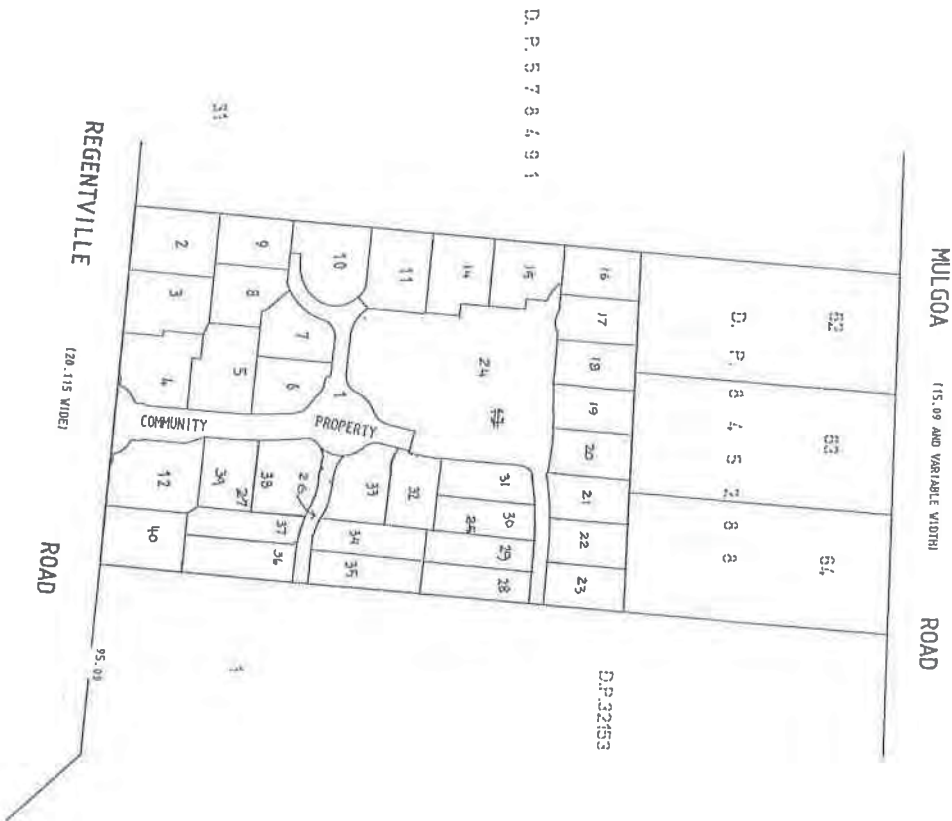
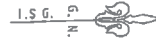
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270142
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 DP845288 EASEMENT TO DRAIN WATER 3 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 5 DP845288 RESTRICTION(S) ON THE USE OF LAND
- 6 2841116 POSITIVE COVENANT
- 7 DP270142 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP270142 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 9 AK737586 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SURVEYOR'S REFERENCE: 424/94 CAD REF: R249451



LOCATION DIAGRAM ONLY
 REDUCTION RATIO 1:1000

MADE OF DEVELOPMENT, F. ANY
 "SUMMIT VIEW"
 ADDRESS FOR SERVICE OF NOTICE
 REGENTVILLE ROAD
 GLENMORE PARK 2745

DP 270142

COMMUNITY PLAN
 SHEET 1 OF 5 SHEETS

For reference to additional sheets see schedule below

Registered R 2-10-1997

This sheet is being conditionally updated to show the current position of the scheme. For more details and additional and replacement sheets added see schedule below.

Control's Approval No. 556/97
 Date: 30/11/95
 Control Clerk's signature: *[Signature]* 14/11/1997

Surveyor's Signature: *[Signature]*
 Date: 1st August 1997

SCHEDULE OF CHANGES TO THE SCHEME

Lot No.	Date	Sheet No.
19	SUBMITTED INTO LOTS 14-27 4 Sec. 89B	3
25	SUBDIVIDED INTO LOTS 28-35 4 Sec. 89B	2
27	Subdivided into Lots 36-40	10

SIGNATURES, SEALS AND STATEMENTS of Division in address
 public fields of to create public reserves, drainage easements
 easements, restrictions on the use of land or public easements.

Secretary
Director
Secretary

REGISTERED TO LEADON, SERVICE CORPORATION
 10000 100th Ave, Suite 100, Richmond, BC V6V 1G2
 604-271-1111
 10000 100th Ave, Suite 100, Richmond, BC V6V 1G2
 604-271-1111
 10000 100th Ave, Suite 100, Richmond, BC V6V 1G2
 604-271-1111

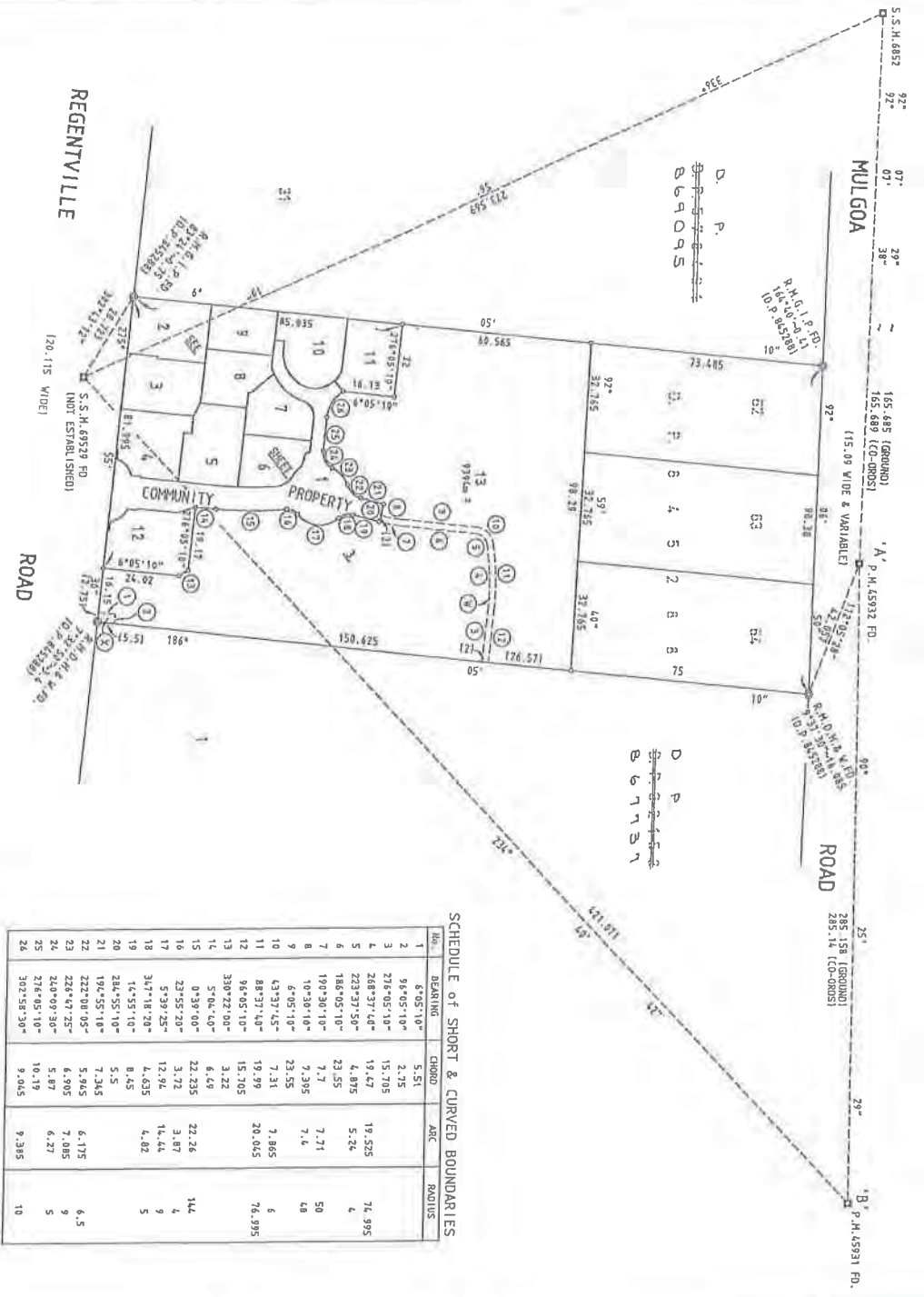
Secretary
 2160 Kingsway, Suite 200, New South Wales
 02 9550 8888

John Wayne Harrison
 Director
 2160 Kingsway, Suite 200, New South Wales
 02 9550 8888

John Wayne Harrison
 Director
 2160 Kingsway, Suite 200, New South Wales
 02 9550 8888

Ground Lands Officer Approval
 Amendment Officer
 Lead District
 Date
 Council Clerk's Certificate
 Subdivision
 Date
 Council Clerk's Certificate
 Subdivision
 Date

Have been completed with by the applicant in relation to the proposed
 subdivision
 Council Clerk's Certificate
 Subdivision
 Date



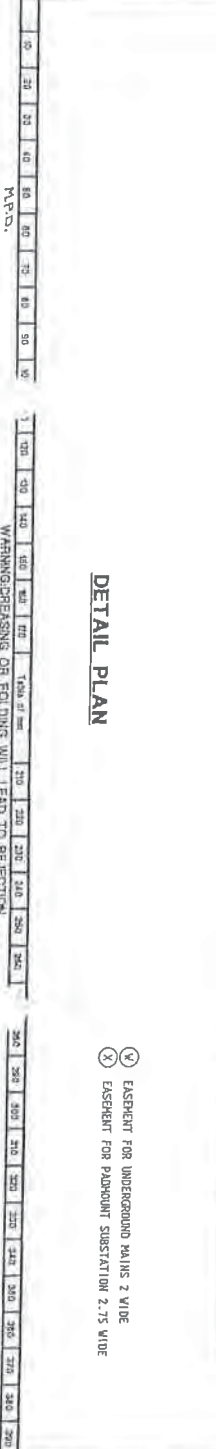
SURVEY PRACTICE REGULATION 1990 CLAUSE 32(1)				
MARK	EASTING	NORTHING	ZONE	ACC
P.H. 45932	268 556.075	1 261 306.713	56/1	2
P.H. 45931	268 841.147	1 261 204.600	56/1	2
S.S.H. 6852	268 390.446	1 261 212.953	56/1	2

COMBINED SCALE FACTOR 0.99995
 SOURCE: E.C.I.H.S. DATED 17th DEC 1987. 1995.

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	8°05'10"	5.51		
2	98°05'10"	2.75		
3	278°05'10"	15.705		
4	268°37'44"	19.47		
5	223°37'50"	4.895		
6	188°05'10"	23.55		
7	190°30'10"	7.7		
8	10°30'10"	23.55		
9	6°05'10"	7.31		
10	4°37'45"	19.99		
11	88°37'40"	7.31		
12	96°05'10"	15.705		
13	330°22'00"	3.22		
14	57°04'40"	6.51		
15	0°39'00"	22.235		
16	22°55'20"	3.72		
17	5°39'25"	12.94		
18	347°18'20"	4.635		
19	16°55'10"	8.45		
20	284°55'10"	5.5		
21	192°55'10"	7.345		
22	222°00'05"	5.945		
23	228°47'25"	6.305		
24	240°00'30"	5.87		
25	276°00'10"	10.19		
26	202°58'30"	9.385		

DETAIL PLAN



Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 270142

Registered A 2-D-1991

CA No. 12/199 OF 15-9-1994

The System: TORRENS

Proposed SUBDIVISION

Rel. Map: W440-8*

Lot Plan: D.P. 845288

OF SUBDIVISION OF LOT 61
 D.P. 845288

Location: PENRITH

Locality: GLENMORE PARK

Parish: MULGOA

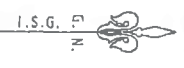
County: CUMBERLAND

This is sheet 2 of my plan in 5 sheets
 (Delete if inapplicable)

G. GRAHAM JOHN HALL
 11 BRIDGE ST., PENRITH 2121
 A certified copy of the Survey Act 1991, 1994
 and the Survey Regulations 1991, 1994, 1995
 has been made by me in accordance with the Survey Act
 1991, 1994, 1995.
 I, the undersigned, being a Surveyor, do hereby
 certify that the above is a true and correct copy
 of the original plan as filed in my office.
 Surveyor Registered under the Survey Act 1991
 (Delete if inapplicable)

Plans used in preparation of survey / computation
 D.P. 845288

PANEL FOR USE ONLY for statements of
 public reserves, drainage easements,
 easements, restrictions on the use of land or
 public easements.
 Pursuant to SECTION 88B OF THE
 CONVEYANCING ACT 1919 AS AMENDED
 AND IN TERMS OF THE ACCOMPANYING
 INSTRUMENT 11 IS INTENDED TO CREATE:
 1. EASEMENT FOR SUPPORT 0.3 WIDE
 2. EASEMENT FOR UNDERGROUND MAINS 2 WIDE
 3. EASEMENT FOR PLUMBING SUBSTITUTION
 2.75 WIDE
 4. EASEMENT FOR OVERHANGING EAVES 2
 5. RESTRICTING 0.5 WIDE UNDER SECTION
 88E OF THE CONVEYANCING ACT 1919
 6. POSITIVE COVENANT UNDER SECTION
 88F OF THE CONVEYANCING ACT 1919



SCHEDULE OF REFERENCE MARKS

MARK BEARING	DIST.	DESCRIPTION
A 318°50'40"	7.46	O.H.S.W.
B 179°59'	4.565	O.H.S.W.
C 304°26'10"	7.105	O.H.S.W.
D 88°13'10"	1.38	O.H.S.W.
E 48°41'40"	7.01	O.H.S.W.

DETAIL PLAN

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	AREA
1	6°05'10"	5.51		
2	96°05'10"	2.75		
3	5°55'30"	13.895		
4	357°55'50"	4.77		
5	5°04'40"	14.635		
6	0°39'00"	21.925		
7	0°29'	0.895		
8	4°45'25"	19.4		
9	9°50'	1.24		
10	12°55'10"	8.45		
11	186°45'25"	10.885		
12	186°45'25"	19.4		
13	188°29'1"	10.595		
14	185°04'40"	7.91		
15	171°55'50"	4.785		
16	185°55'30"	14.14		
17	5°56'	0.6		
18	95°55'30"	2.7		
19	47°22'35"	4.625		
20	6°05'10"	3		
21	96°05'10"	0.4		
22	1°17'40"	18.075		
23	330°12'00"	5.93		
24	311°21'00"	3.1		
25	297°56'50"	3.385		
26	275°05'	0.51		
27	321°05'	2.175		
28	236°34'15"	6.365		
29	204°52'30"	3.43		
30	239°55'45"	9.765		
31	241°44'	0.905		
32	6°05'10"	3.02		
33	96°05'10"	2.12		
34	64°23'25"	11.985		
35	355°46'10"	10.99		
36	48°50'30"	4.2		
37	122°58'30"	9.065		
38	60°09'30"	5.87		
39	46°47'25"	6.905		
40	42°08'05"	5.965		
41	167°18'20"	4.635		
42	185°39'25"	4.82		
43	203°55'20"	12.96		
44	180°39'00"	3.72		
45	95°56'	22.235		
46	185°55'30"	0.4		
47	145°12'45"	6.515		
48	85°55'30"	2.7		
49	105.56	0.6		
50	96°05'10"	0.6		
51	116°38'50"	4.44		
52	96°05'10"	5.115		
53	6°05'10"	2.5		
54	183°46'25"	6.235		
55	96°05'10"	3.5		
56	179°59'30"	11.85		
57	49°05'35"	8.81		
58	6°05'10"	8.935		
59	96°05'10"	3.78		
60	67°20'	1		
61	96°05'10"	4.605		
62	127°43'30"	3.525		
63	150°22'00"	3.22		
64	96°05'10"	8.385		
65	62°41'	7.715		
66	354°08'	4.295		
67	302°41'40"	4.2		

DP 270142

Registered: R 2-10-1994

This is sheet 3 of my plan in S sheet dated 1st August 1997

Surveyor registered under Surveyor Act 1959

This is sheet 3 of my plan in S sheet dated 1st August 1997

Douglas
 David Douglas

For use where shown in handwritten in any panel on Plan Form 2

Revision Rule: 1:300

Surveyors Registration Act 1994, G.O. REF: R1249345

SCHEDULE OF REFERENCE MARKS

MARK	BEARING	DIST.	DESCRIPTION
A	319°50'40"	7.46	D.H.A.W.
B	177°58'	4.565	D.H.A.W.
C	310°23'10"	7.105	D.H.A.W.
D	88°13'10"	6.38	D.H.A.W.
E	48°41'40"	7.81	D.H.A.W.



COMMUNITY PROPERTY PLAN

COMMUNITY PROPERTY LOT ONLY

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
1	6°05'10"	5.51		
2	96°05'10"	2.75		
3	5°55'30"	13.895		
4	351°55'50"	4.77		
5	5°06'40"	14.635		
6	0°39'00"	21.925		
7	0°29'	0.895		
8	4°45'25"	19.4		
9	9°50'	1.24		
10	14°55'10"	8.45		
11	138°50'1"	(0.885)	(0.885)	5
12	186°45'25"	19.4		
13	130°29'1"	(0.595)	(0.595)	4
14	185°04'40"	7.91		
15	171°55'50"	6.785		
16	185°55'30"	14.16		
17	5°56'	0.6		
18	95°55'30"	2.7		
19	47°22'35"	6.625		
20	6°05'10"	3		
21	96°05'	0.4		
22	117°40'	18.09		
23	330°12'00"	5.93		
24	311°21'00"	3.1		
25	297°56'50"	3.325		
26	276°05'	0.51		
27	321°05'	2.115		
28	238°31'15"	6.365		
29	204°52'30"	3.63		
30	230°55'45"	9.765		
31	241°44'	0.905		
32	6°05'10"	3.02		
33	96°05'10"	2.12		
34	66°23'25"	11.985		
35	355°46'10"	10.99		
36	48°50'30"	4.2		
37	132°58'30"	9.045		
38	60°08'30"	5.81		
39	46°42'25"	5.81		
40	42°08'05"	6.27		
41	167°18'20"	6.305		
42	185°39'25"	5.945		
43	203°55'20"	4.82		
44	180°39'00"	14.46		
45	95°56'	3.87		
46	185°55'30"	22.235		
47	145°12'45"	0.4		
48	95°55'30"	6.515		
49	185°56'	2.7		
50	96°05'10"	0.8		
51	42°41'	9.325		
52	354°08'	7.715		
53	302°41'40"	4.295		
		14.2		

ESSENT FOR UNDERGROUND MAINS 2 WIDE
 ESSENT FOR PAVEMENT SUBSTITUTION 2.75 WIDE

DP270142

Registered: A-2-10-1999

This is sheet 4 of my plan in 5 sheets
 dated 15th August 1997

Survey registered under Survey Act 1979

This is sheet 4 of the plan of S. Valley
 sheets covered by my Certificate No. 1019/1997
 of 10/1/1997

David
 David Clark
 Licensed Surveyor

For use where space is insufficient to my plan on Plan Form 2

Plan Drawing only to appear in this space

HISTORICAL FILE
SEE REPLACEMENT SHEET SA

INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	70	
2	70	
3	70	
4	70	
5	70	
6	65	
7	65	
8	52	
9	60	
10	70	
11	70	
12	75	
13	14.75	
TOTAL	2222	

D.P. 270142
Registered: R-2-10-1997
This is sheet 6 of my plan of 8 sheets
dated 1st August 1997

Charles Haden
Surveyor registered under Surveyor Act 1989

This is sheet 6 of the plan of 8 sheets
dated 1st August 1997
or 1st August 1997.

David Clark
Contract Clerk

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

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY AND THE AREA WHICH IS LIABLE TO BE ALTERED AFTER THE COMMUNITY IS DEVELOPED OR ON COMPLETION OF THE DEVELOPMENT IN ACCORDANCE WITH THE PROVISIONS OF THE LAND ACQUISITION ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET SA.5B, 5C, ETC. AS THE CIRCUMSTANCES REQUIRE.

I, GABRIEL CHARLES JONES, OF R. D. 2000 & ASSOCIATES, LEVEL 1, 551 HIGH STREET, PENRITH, 2750 BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT, 1975 CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED UPON VALUATIONS MADE BY ME ON 19th AUGUST 1997

Signed *Gabriel Charles Jones*
Date *19th August 1997*

INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	PROPERTY	SUBDIVISION
1	7.0	COMMUNITY PROPERTY	
2	7.0		
3	7.0		
4	7.0		
5	7.0		
6	6.5		
7	6.5		
8	6.2		
9	6.0		
10	7.0		
11	7.0		
12	7.5		
13	14	COMMUNITY PLAN OF SUBDIVISION - SEE SHEETS 6 & 7	
14	6.7		
15	6.7		
16	6.5		
17	6.5		
18	6.5		
19	6.5		
20	6.5		
21	6.3		
22	6.3		
23	6.3		
24	0	CONVERTED TO COMMUNITY PROPERTY	
25	5.00		
26	0	CONVERTED TO COMMUNITY PROPERTY	
27	3.27		
TOTAL	222.2		



REGISTERED 14-12-1999
HISTORICAL FILE
 SEE REPLACEMENT SHEET 5B

COMMUNITY ASSOCIATION D.P. No. 270142 HEREBY CERTIFIES THAT IT HAS REVIEWED THE PROPOSED UNIT ENTITLEMENT AND UNIT ENTITLEMENT SHOWN IN THE SCHEDULE ON WHICH THIS CERTIFICATE IS ENDORSED.
 THE COMMON SEAL OF COMMUNITY ASSOCIATION D.P. No. 270142 HAS HERETO AFFIXED ON 27/11/99 IN THE PRESENCE OF ROBERTSON, SPENCER & CO. ARCHITECTS, VV-1 BEING THE PERSON(S) AUTHORIZED BY SECTION 8 OF THE COMMUNITY LAND MANAGEMENT ACT 1989 TO ATTEST THE FIXING OF THE SEAL.

.....

COMMUNITY PLAN (CONVERSION)
 D.P. 270142 REPLACEMENT SHEET 5A
 DP270142

This is sheet 3 of 2 sheets
 dated 24th AUGUST 1999

Survey registered under Survey Act 1989

This is sheet 3 of 2 sheets of
 dated 24th AUGUST 1999

.....

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

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 5 OF THE PLAN REGISTERED ON 2nd OCTOBER 1997
 THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 5B, 5C, 5D, ETC. AS THE CIRCUMSTANCES REQUIRE

1. GRAMM CHARLES JONES, OF R.D. ROAD & ASSOCIATES, LEVEL 1, 586 HIGH STREET, PENRITH, 2150 BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT, 1975 CERTIFY THAT THE UNIT ENTITLEMENT FOR THE NEW LOTS CREATED BY THE RE-SUBDIVISION ARE AS SHOWN ON THESE SHEETS AND THAT THE NEW LOTS SHOWN ON THESE SHEETS ARE AS SHOWN ON THESE SHEETS AND THAT THE VALUERS CERTIFICATE UNDER THE DATE OF THE VALUERS SCHEDULE BEING REPLACED.

Signed:
 Date: 27/11/1999

INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	70	
3	70	
4	70	
5	70	
6	65	
7	65	
8	62	
9	60	
10	70	
11	70	
12	75	
13	14 TO 27	COMMUNITY PLAN OF SUBDIVISION - SEE SHEETS 8 & 7
14	67	
15	67	
16	65	
17	65	
18	65	
19	65	
20	65	
21	63	
22	63	
23	63	
24	63	
25	0	CONVERTED TO COMMUNITY PROPERTY
26	0	COMMUNITY PLAN OF SUBDIVISION - SEE SHEETS 8 & 9
27	327	CONVERTED TO COMMUNITY PROPERTY
28	60	
29	60	
30	60	
31	65	
32	65	
33	70	
34	60	
35	60	
TOTAL	2222	

HISTORICAL FILE

SEE REPLACEMENT SHEET 5C

REGISTERED 2-2-2000

COMMUNITY PLAN (CONVERSION) D.P. 270142 REPLACEMENT SHEET 5B DP270142

OFFICE USE ONLY
 This is sheet 3 of 3 sheets
 dated 24th NOVEMBER 1999
 Survey registered under Surveyor Act 1999
 This is sheet 3 of 3 sheets of 3 sheets registered by my Commission No. 449194 of 24th 1999

For use where shown in accordance with any part of Plan Form 2
 THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 5A OF THE PLAN REGISTERED ON
 THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989.
 SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE SHOWN SHEET 5C, 5D, 5E, ETC. AS THE CIRCUMSTANCES REQUIRE.

1. GRADY CHARLES JONES, OF K. D. ROAD & 1.500 METRES, LEVEL 1, 580 HIGH STREET, PERTH, THE VENDOR BEHIND A WALES REGISTERED CERTIFICATE THAT THE REGISTERED PLAN UNDER THE 1975 REGISTRATION ACT, 1975 NEW LOTS CREATED BY THE REGISTERED PLAN ARE BASED UPON MARKET VALUES OF SUCH LOTS ON 19-8-1997 BEING THE DATE OF THE WALES CERTIFICATE LOGGED WITH THE INITIAL SCHEDULE BEING REPLACED.

Signed: *Charles Jones*
 Date: 19.08.1997

Plan Drawing only to appear in this space

Redaction Code: N/A
 SURVEYOR'S REGISTRATION NO. 449194

DP270142

OFFICE USE ONLY

COMMUNITY PLAN (CONVERSION)
 D.P. 270142 REPLACEMENT SHEET 5C

Registered: 752842000

This is sheet 2 of my plan in 2 sheets
 dated 20th DECEMBER 1999

Survey registered under Survey Act 1979

This is sheet 2 of my plan in 2 sheets
 dated 20th DECEMBER 1999

Robert
 Owner/ Clerk

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

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 5B OF THE PLAN REGISTERED ON

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS ALTERED. COMPLETION OF THE SCHEDULE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 32 OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 5C, 5E, 5F, ETC., AS THE CIRCUMSTANCES REQUIRE.

1. GRAHAM CHARLES JONES OF 8, D. WOOD & ASSOCIATES, LEVEL 1, 553, O'CONNOR STREET, PENRITH, 2750 BEING A VALUING AND ESTATE AGENT, UNDER THE VALUERS REGISTRATION ACT 1978 CERTIFY THAT THE UNIT ENTITLEMENT FOR THE NEW LOTS CREATED BY THE RE-SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 22nd-1977 BEING THE DATE OF THE VALUERS CERTIFICATE LOGGED WITH THE INITIAL SCHEDULE BEING REPLACED.

Signature: *Graham Charles Jones*
 Date: *20/11/14*

LOT	UNIT ENTITLEMENT	SCHEDULE OF UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		
2	70		
3	70		
4	70		
5	70		
6	65		
7	65		
8	62		
9	60		
10	70		
11	70		
12	75		
13	75		
14	67	COMMUNITY PLAN OF SUBDIVISION - SEE SHEETS 6 & 7	
15	67		
16	65		
17	65		
18	65		
19	65		
20	65		
21	63		
22	63		
23	63		
24	0		
25	0	CONVERTED TO COMMUNITY PROPERTY	
26	0	COMMUNITY PLAN OF SUBDIVISION - SEE SHEETS 8 & 9	
27	0	CONVERTED TO COMMUNITY PROPERTY	
28	60	COMMUNITY PLAN OF SUBDIVISION - SEE SHEET 10	
29	60		
30	60		
31	65		
32	65		
33	70		
34	60		
35	60		
36	60		
37	60		
38	70		
39	67		
40	70		
TOTAL	2222		

STAKEPLACES SHALL AND STAKEPLACES OF BOUNDARY TO DETERMINE PUBLIC RIGHTS AND INTERESTS IN THE USE OF LAND OR POSSESSION THEREOF, ESPECIALLY, RESTRICTIONS ON THE USE OF LAND OR POSSESSION THEREOF.

EXECUTED BY CUMBERLAND FINANCE CORPORATION LIMITED AND BY THE DIRECTOR GENERAL OF LAND AND NATURAL RESOURCES (IN THE PRESENCE OF THE DIRECTOR GENERAL OF LAND AND NATURAL RESOURCES) IN THE NEW SOUTH WALES DISTRICT OF LOCAL GOVERNMENT NO. 157 (CUMBERLAND) IN THE PRESENCE OF:



SOLD DIRECTOR

Handwritten signature and name

Council Clerk's Certificate
 I hereby certify that the above is a true and correct copy of the original of the said plan as submitted to me by the applicant and as approved by the Council on the 24th day of October 2001.
 Date: 24/10/01
 Council Clerk: [Signature]

Panel for Use Only
 Pursuant to Section 88B of the Conveyancing Act 1919 as amended and in terms of the accompanying instrument it is intended to create:
 1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 2. EASEMENT FOR SUPPORT 0.3 WIDE
 3. RESTRICTION ON USE OF LAND
 THIS IS SHEET 6 OF D.P. No. 270142 AND IT REPLACES SHEET 2 AS REGARDS LOT No. 13



DETAIL PLAN

SCHEDULE OF REFERENCE MARKS

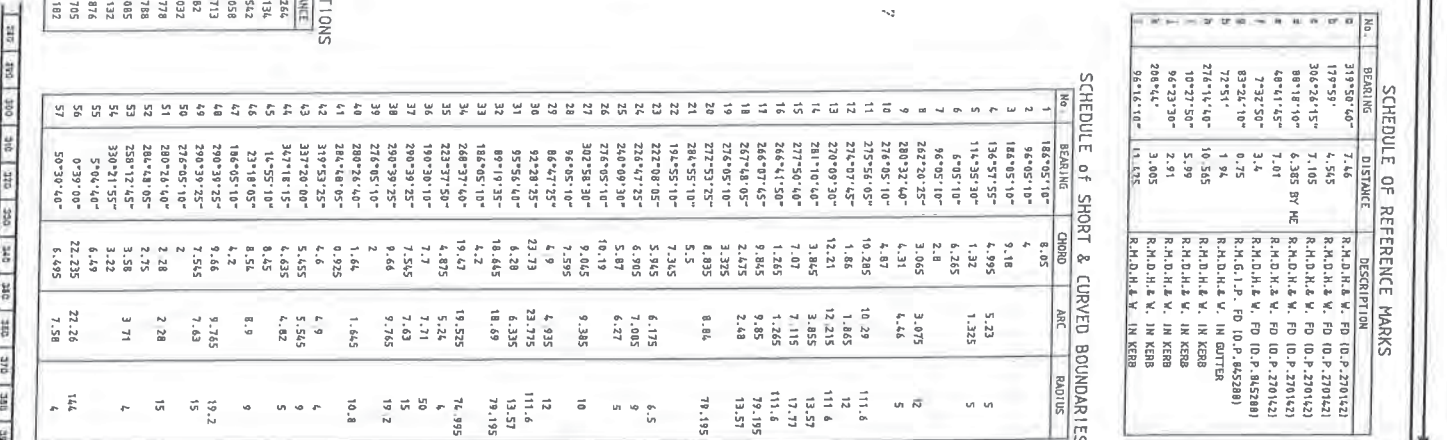
No.	BEARING	DISTANCE	DESCRIPTION
1	319°58'40"	7.46	R.H.D.H. & W. RD 10.P. 270142
2	179°59'	4.545	R.H.D.H. & W. RD 10.P. 270142
3	306°26'15"	7.105	R.H.D.H. & W. RD 10.P. 270142
4	48°18'40"	6.205	BY HE R.H.D.H. & W. RD 10.P. 270142
5	48°16'45"	7.01	R.H.D.H. & W. RD 10.P. 270142
6	7°32'10"	3.4	R.H.D.H. & W. RD 10.P. 270142
7	83°24'10"	0.75	R.H.G.I.P. RD 10.P. 665280
8	72°51'	1.94	R.H.D.H. & W. IN DUTCH
9	276°14'40"	10.565	R.H.D.H. & W. IN KERB
10	10°27'50"	5.99	R.H.D.H. & W. IN KERB
11	96°23'30"	2.91	R.H.D.H. & W. IN KERB
12	208°42'	3.005	R.H.D.H. & W. IN KERB
13	208°42'	3.005	R.H.D.H. & W. IN KERB
14	95°16'10"	1.125	R.H.D.H. & W. IN KERB

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	184°05'18"	8.05	9.18	111.6
2	94°05'18"	4.995	5.23	12.215
3	136°57'55"	1.32	1.325	13.57
4	114°35'30"	6.265	2.8	17.7
5	6°05'10"	3.065	4.46	111.6
6	96°05'10"	2.8	4.46	111.6
7	262°20'25"	3.065	4.46	111.6
8	280°32'40"	4.31	4.46	111.6
9	226°05'10"	4.87	4.46	111.6
10	225°55'05"	10.285	10.29	111.6
11	216°07'45"	1.86	1.865	111.6
12	220°09'30"	12.215	13.57	13.57
13	281°10'40"	3.865	7.07	17.7
14	277°50'40"	7.07	1.265	111.6
15	266°41'50"	1.265	9.85	79.195
16	266°41'50"	9.85	2.48	13.57
17	267°48'05"	3.325	2.48	13.57
18	226°05'10"	8.055	8.86	79.195
19	226°05'10"	7.365	6.175	6.5
20	227°52'25"	5.945	7.005	9
21	194°55'10"	6.965	6.27	5
22	222°08'20"	5.87	6.27	5
23	226°47'25"	10.19	9.385	10
24	240°09'30"	9.045	4.935	12
25	226°47'25"	7.005	6.335	111.6
26	226°05'10"	18.69	18.69	13.57
27	226°05'10"	18.69	18.69	79.195
28	226°05'10"	19.47	19.575	74.995
29	226°05'10"	4.875	5.25	50
30	226°05'10"	7.17	7.17	15
31	226°05'10"	7.595	7.43	15
32	226°05'10"	7.595	9.765	19.2
33	226°05'10"	1.64	1.645	10.8
34	226°05'10"	4.6	4.6	4
35	226°05'10"	5.455	5.455	5
36	226°05'10"	4.635	4.635	5
37	226°05'10"	8.25	8.25	9
38	226°05'10"	8.54	8.9	9
39	226°05'10"	1.2	1.2	9
40	226°05'10"	9.365	9.765	19.2
41	226°05'10"	7.545	7.43	15
42	226°05'10"	2	2.28	15
43	226°05'10"	2.75	3.58	4
44	226°05'10"	3.22	3.71	4
45	226°05'10"	6.49	6.49	4
46	226°05'10"	22.235	22.26	144
47	226°05'10"	8.495	7.58	4

SCHEDULE OF CONNECTIONS

No.	BEARING	DISTANCE
48	292°38'11"	19.266
49	276°41'25"	10.136
50	4°41'25"	45.542
51	306°20'06"	35.058
52	62°41'	7.713
53	199°29'55"	25.82
54	284°28'21"	37.032
55	321°34'57"	64.778
56	357°00'50"	48.788
57	44°33'38"	64.085
58	126°41'44"	45.132
59	137°59'09"	13.876
60	1°07'46"	5.705
61	292°02'05"	26.182



OFFICE USE ONLY

COMMUNITY PLAN OF SUBDIVISION
 D.P. 270142 ADDITIONAL SHEET 6
 DP270142
 Registered 14/12/1999

CA SEE CERTIFICATE
 THE STRAUS TORGENS
 Proprietor: SUBDIVISION
 Lot 13 of DP270142

PLAN
 OF SUBDIVISION OF LOT 13
 D.P. 270142
 Lengths are in metres, Reduction Ratio 1:500

LGA: PENRITH
 Suburb/Locality: GLENMORE PARK
 Parish: MULGOA
 County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets
 Drawn by [Signature]
 Checked by [Signature]

Panel for use only for statements of provisions to determine public roads or public easements on the land of land of positive easements.
 Pursuant to Section 88B of the Conveyancing Act 1919 as amended and in terms of the accompanying instrument it is intended to create:
 1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 2. EASEMENT FOR SUPPORT 0.3 WIDE
 3. RESTRICTION ON USE OF LAND

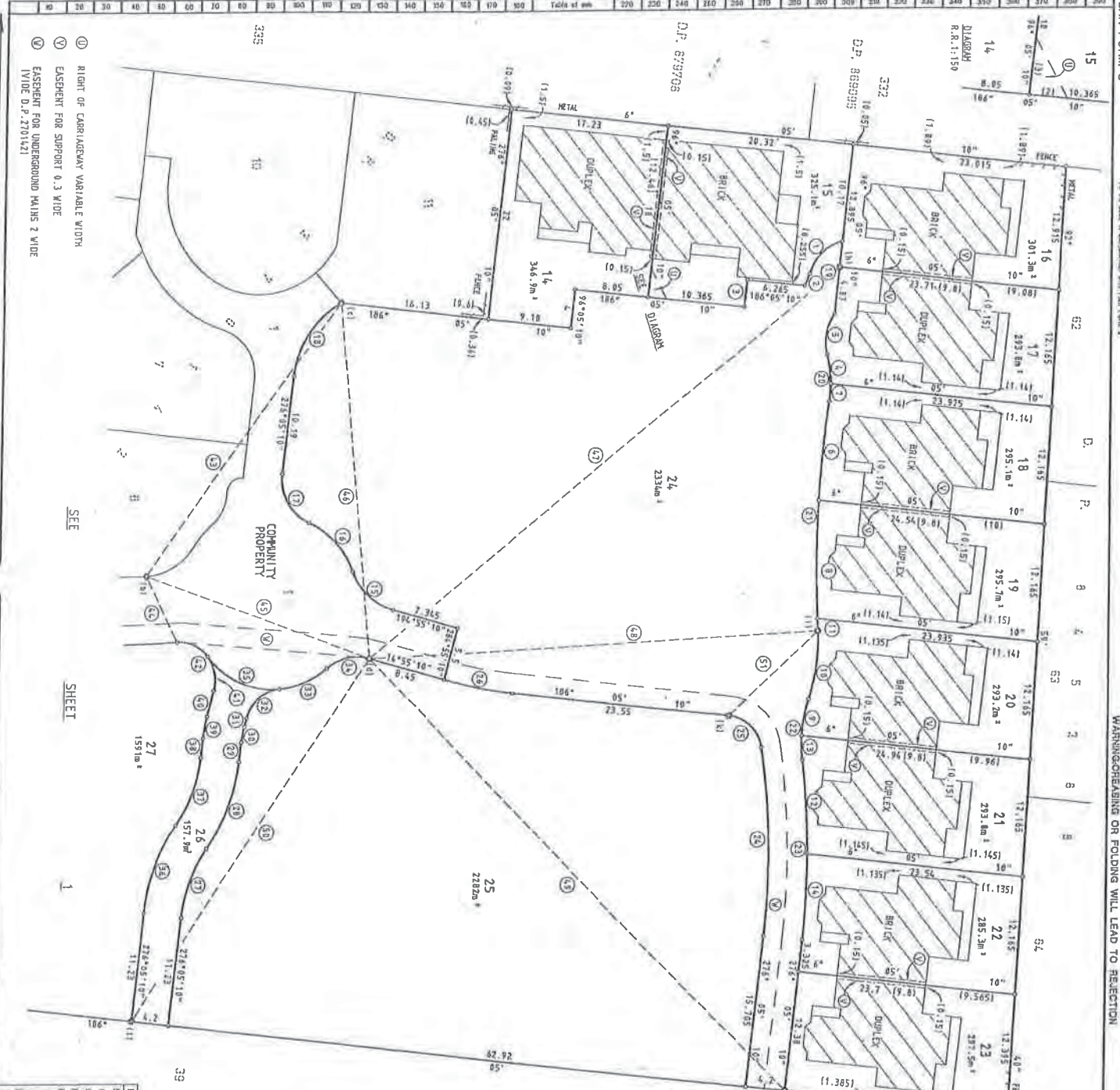
Panel for use only for statements of provisions to determine public roads or public easements on the land of land of positive easements.
 Pursuant to Section 88B of the Conveyancing Act 1919 as amended and in terms of the accompanying instrument it is intended to create:
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 1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 2. EASEMENT FOR SUPPORT 0.3 WIDE
 3. RESTRICTION ON USE OF LAND

Panel for use only for statements of provisions to determine public roads or public easements on the land of land of positive easements.
 Pursuant to Section 88B of the Conveyancing Act 1919 as amended and in terms of the accompanying instrument it is intended to create:
 1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 2. EASEMENT FOR SUPPORT 0.3 WIDE
 3. RESTRICTION ON USE OF LAND

The sheet is designed to be printed with Part Form 2

WARNING:CREASING OR FOLDING WILL LEAD TO REJECTION



REGISTERED
DETAIL PLAN
 14-12-1999

SCHEDULE OF CONNECTIONS

No.	BEARING	DISTANCE
43	300°30'06"	35.058
44	62°40'11"	7.713
45	199°29'55"	25.82
46	264°28'21"	31.032
47	321°36'57"	64.778
48	357°00'50"	48.788
49	44°33'39"	64.085
50	124°01'44"	45.132
51	137°29'09"	12.876

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	136°57'55"	4.995	5.23	5
2	114°35'30"	1.37	1.375	5
3	96°05'10"	2.8	2.8	5
4	262°20'25"	3.065	3.075	12
5	260°32'40"	4.31	4.46	5
6	275°56'05"	10.285	10.29	111.6
7	274°07'45"	1.86	1.865	12
8	270°09'30"	12.21	12.215	111.6
9	281°10'40"	3.865	3.865	13.57
10	277°50'40"	7.07	7.115	17.77
11	266°41'50"	1.265	1.265	111.6
12	266°07'45"	9.865	9.85	79.195
13	267°48'05"	2.415	2.48	13.57
14	272°53'25"	8.835	8.84	79.195
15	222°08'05"	5.965	6.175	6.5
16	226°47'25"	6.905	7.085	9
17	240°09'30"	5.87	6.27	5
18	302°58'30"	9.065	9.385	10
19	96°05'10"	1.595	1.595	10
20	86°47'25"	4.9	4.935	12
21	92°28'25"	23.73	23.735	111.6
22	95°56'40"	6.28	6.335	13.57
23	89°19'35"	18.66	18.69	79.195
24	268°37'40"	19.47	19.525	74.995
25	223°37'50"	4.875	5.24	4
26	190°30'10"	7.7	7.71	50
27	290°39'25"	7.565	7.63	15
28	290°39'25"	9.66	9.765	19.2
29	276°05'10"	2	2	15
30	280°26'40"	1.66	1.645	10.8
31	286°48'05"	0.925	0.925	4.9
32	319°53'25"	4.6	4.6	4
33	337°20'00"	5.455	5.545	9
34	347°18'15"	4.635	4.82	5
35	23°18'05"	8.56	8.9	9
36	290°39'25"	9.66	9.765	19.2
37	200°39'25"	7.565	7.63	15
38	276°05'10"	2	2	15
39	280°26'40"	2.28	2.28	15
40	286°48'05"	2.75	3.71	4
41	258°12'45"	3.58	3.71	4
42	230°30'40"	6.495	7.58	4

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
a	179°51"	4.545	R.H.D.H.L.V. PD 10.P.2701421
b	306°26'15"	7.105	R.H.D.H.L.V. PD 10.P.2701421
c	88°18'10"	6.385	R.H.D.H.L.V. PD 10.P.2701421
d	72°51"	10.565	R.H.D.H.L.V. IN GOTTAR
e	276°16'40"	5.99	R.H.D.H.L.V. IN KERR
f	10°27'50"	2.91	R.H.D.H.L.V. IN KERR
g	96°22'30"	3.005	R.H.D.H.L.V. IN KERR
h	208°44"	11.475	R.H.D.H.L.V. IN KERR

COMMUNITY PLAN OF SUBDIVISION
 D.P. 270142 ADDITIONAL SHEET 7
DP270142

This is sheet 7 of the plan of 22 sheets
 dated 24th AUGUST 1999

Survey registered under Survey Act 1978
 Surveyed by *Colin Hearn*

This is sheet 7 of the plan of 22 sheets
 covered by Subdivision Ordinance No. 171999
 of

Robert

Approved by the Registrar of Land
 For use where space is available in any print on this
 Form 2

THIS IS SHEET 7 OF D.P. No. 270142
 AND IT REPLACES SHEET 2 AS REGARDS
 LOT No. 13



Revision Date: 1:300

Surveyors' Instructions: 13/7/99

STATEMENTS OF WORK AND STATEMENTS OF INTENTION TO DEDICATE PUBLIC RIGHTS IN LAND PUBLIC RIGHTS, CHANGE PRELIMINARY PLANS, AND STATEMENTS OF INTENTION TO DEDICATE PUBLIC RIGHTS TO BE MADE BY THE APPLICANT TO THE LOCAL AUTHORITY.



Sale Director

Dated at Sydney this 20th day of September 2001
 Executed by the Applicant and their Valuer/Financial Advisor/Agent
 (FACN 508 587 527)
 Signed by its Attorney, *[Signature]*, a Solicitor of the State of New South Wales, who certifies that he is a Solicitor of the State of New South Wales and is duly qualified to do so.

Signed in presence of *[Signature]*
[Signature]
[Signature]
 (Print Name)
 (Print Name)
 (Print Name)

Subdivision Certificate
 I certify that the provisions of s.88B of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.
 Approved by: *[Signature]*
 Registrar-General
 Date of this Certificate: 24/10/2001

PLM APPROVED
 Crown Lands Office Approval
 Approved by: *[Signature]*
 Registrar-General
 Date of this Approval: 24/10/2001

DETAIL PLAN



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
a	319°50'40"	7.46	R.M.D.H. & V.F.D. (D.P. 270142)
b	179°59'	4.545	R.M.D.H. & V.F.D. (D.P. 270142)
c	88°18'10"	6.585 BY ME	R.M.D.H. & V.F.D. (D.P. 270142)
d	48°41'45"	7.01	R.M.D.H. & V.F.D. (D.P. 270142)
e	7°32'50"	3.4	R.M.D.H. & V.F.D. (D.P. 270142)
f	89°24'10"	0.75	R.M.D.H. & V.F.D. (D.P. 270142)
g	10°27'50"	5.39	R.M.D.H. & V.F.D. (D.P. 270142)
h	96°23'30"	2.91	R.M.D.H. & V.F.D. (D.P. 270142)
i	208°44'	3.005	R.M.D.H. & V.F.D. (D.P. 270142)
k	96°16'10"	11.475	R.M.D.H. & V.F.D. (D.P. 270142)

SCHEDULE OF CONNECTIONS

No.	BEARING	DISTANCE
28	292°38'11"	19.264
29	276°04'49"	10.134
30	4°41'25"	45.542
31	62°41'	7.713
32	19°29'55"	25.82
33	357°40'50"	48.788
34	44°33'38"	64.085
35	124°01'44"	45.132
36	137°59'09"	12.878

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	95°19'44"	1.985	1.885	74.995
2	90°48'35"	9.835	9.865	74.995
3	43°37'50"	4.875	5.24	4
4	84°06'35"	7.69	7.695	74.995
5	14°55'10"	4.43		
6	19°30'10"	7.71		50
7	6°05'10"	0.435		
8	288°56'40"	6.66	6.715	15
9	303°24'30"	0.95	0.95	15
10	297°39'25"	9.66	9.765	19.2
11	274°05'10"	2		
12	280°26'40"	1.64	1.645	10.8
13	284°48'05"	0.925		
14	319°53'25"	4.6	4.9	4
15	337°20"	5.455	5.545	4
16	347°18'15"	4.635	4.82	5
17	14°55'10"	4.025		
18	288°50'20"	6.62	6.675	15
19	330°21'55"	3.22		
20	5°04'40"	6.49		
21	0°39'	22.235		144
22	50°30'40"	6.495	7.58	4
23	106°48'05"	2.75		
24	100°26'40"	2.28		
25	96°05'10"	2		
26	108°39'25"	7.545	7.63	15
27	110°39'25"	9.66	9.765	19.2

COMMUNITY PLAN OF SUBDIVISION
 D.P. 270142. ADDITIONAL SHEET 8

Prepared by *[Signature]* 2-2-2000
 DP270142
 City of Penrith
 The State of New South Wales

Proposed SUBDIVISION
 Plat. Map. U6440-B
 Last Plan: DP270142

PLAN
 OF SUBDIVISION OF LOT 25
 D.P. 270142

Lengths in m. in centre. Precision Ratio 1:500

LGA: PENRITH
 Suburb/Locality: GLENMORE PARK
 Parish: MULLGOA
 County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets.
 Delete if inapplicable

I, *[Signature]*
 of *[Signature]* & *[Signature]* PTY. LTD.
 11, BIRD ST., PENRITH 2151,
 a company registered under the Companies Act 1933, being
 the Applicant, do hereby certify that the plan is a true and
 correct copy of the plan as submitted to the Registrar-General
 and that the same complies with the requirements of the
 Act in relation to the use of land for the purposes
 of the above-mentioned subdivision.

Dated at Penrith this 20th day of November 2001.
 Signed by me, *[Signature]*
 Director-General

PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT 1919, I HEREBY
 AND IN TERMS OF THE ACCOMPANYING
 INSTRUMENT IT IS INTENDED TO CREATE:
 1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 2. EASEMENT FOR SUPPORT 0.3 WIDE
 3. EASEMENT FOR UNDERGROUND DRAINS 2 WIDE
 (WIDE D.P. 270142)
 4. EASEMENT FOR PADPOINT SUB-STATION 2.75 WIDE
 (WIDE D.P. 270142)

PLAN FOR USE ONLY for statements of
 intention to dedicate public roads or to create
 public easements, drainage easements,
 or other public easements, or for the use of land
 for the purposes of the above-mentioned
 subdivision.

STATION'S REFERENCE 424.94 POLICY 3 EXEMPTION
 WARNING: CREASING OR FOLDING WILL LEAD TO DESTRUCTION

DETAIL PLAN

REGISTERED 2-2-2000

COMMUNITY PLAN OF SUBDIVISION
 D.P. 270142 ADDITIONAL SHEET 9
 DP270142

SCHEDULE OF SHORT & CURVED BOUNDARIES

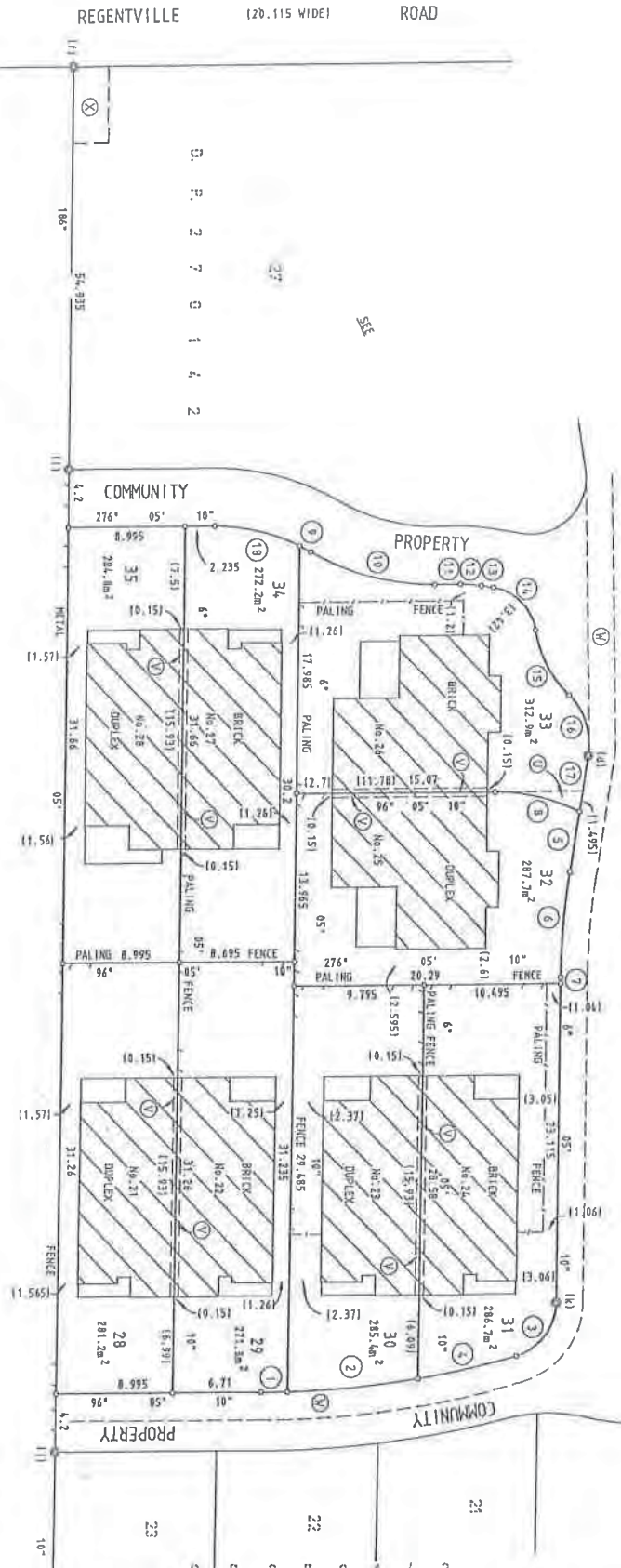
No.	BEARING	CHORD	ARC	RADIUS
1	95°19'40"	1.985	1.985	74.995
2	90°48'35"	9.835	9.885	74.995
3	43°37'50"	4.895	5.24	4
4	84°04'35"	7.69	7.695	74.995
5	14°55'10"	4.43		
6	10°30'10"	7.7		
7	6°05'10"	0.435		
8	288°54'40"	6.66	6.715	15
9	303°24'30"	0.95	0.95	15
10	290°39'29"	9.66	9.765	19.2
11	276°05'10"	2		
12	280°26'40"	1.64	1.645	10.8
13	284°48'05"	0.925		
14	319°53'25"	4.6	4.9	4
15	337°20"	5.455	5.545	9
16	347°18'15"	4.535	4.82	5
17	14°55'10"	4.025		
18	288°50'20"	6.52	6.675	15



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
1	08°18'10"	6.385 BY ME	R.H.D.H. & W.F.D 10.P. 2701421
2	7°32'50"	3.4	R.H.D.H. & W.F.D 10.P. 8452881
3	96°23'30"	2.91	R.H.D.H. & W.F.D 10.P. 2701421
4	208°44'	3.005	R.H.D.H. & W.F.D 10.P. 2701421
5	96°16'10"	11.075	R.H.D.H. & W.F.D 10.P. 2701421

- ⊕ RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- ⊖ EASEMENT FOR SUPPORT 0.3 WIDE
- ⊙ EASEMENT FOR UNDERGROUND MAINS 2 WIDE
(VIDE D.P. 2701421)
- ⊗ EASEMENT FOR PUMP-OUT SUB-STATION 2.75 WIDE
(VIDE D.P. 2701421)



Plan Drawing only to appear in this space

DATE OF SHEET 2 OF 3 SHEETS
 24th NOVEMBER 1999

THIS IS SHEET 9 OF D.P. No. 270142 AND IT REPLACES SHEET 6 AS REGARDS LOT No. 25

FOR USE WHERE SPECIES IS IDENTIFIED IN ANY PART OF PLAN FORM 2

Authoritative Record/Community Development Department

Surveyor Registered under Surveyor Act 1988

THIS IS SHEET 9 OF 3 SHEETS
 DATE OF SHEET 2 OF 3 SHEETS
 24th NOVEMBER 1999

Reduction Ratio: 1:250
 SURVEYORS REFERENCE: 42/4/94

SCALES, SEALS AND STATEMENTS of Situation in evidence
 shall be taken care of by the Surveyor, and the Surveyor
 shall be responsible for the accuracy of the plan and
 the correctness of the bearings and distances.



Directed by the Surveyor, the plan of the Subdivision is
 prepared by the Surveyor, and the Surveyor is responsible
 for the accuracy of the bearings and distances and the
 correctness of the plan and the correctness of the
 bearings and distances.

Signed in the presence of:
 (Witness)
 (Witness)
 (Witness)

Subdivision Certificate
 I certify that the Provisions of Act 1919 AS AMENDED
 and the Regulations for 1979 have been complied with
 and that the Subdivision is in accordance with the
 provisions of the Act and the Regulations.

PLAN APPROVED
 Land District
 Paper No.
 Filed Book No.

Subdivision Certificate
 No. 022 100
 Filed 5/11/42

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	100°27'20"	6.91	6.95	19.2
2	330°21'55"	3.22	13.375	144
3	358°53"	13.37	7.58	4
4	50°30'40"	6.495	2.75	15
5	105°28'05"	2.75	2.28	15
6	100°26'40"	2.28	2.28	2
7	95°05'10"	2	7.53	15
8	110°39'25"	7.53	2.815	19.2
9	121°01'30"	2.815	8.88	144
10	3°18'40"	8.88		

- ⊙ EASEMENT FOR SUPPORT 0.3 WIDE
- ⊙ EASEMENT FOR UNDERGROUND MAINS 2 WIDE
(WIDE D.P. 270142)
- ⊙ EASEMENT FOR PAVEMENT SUB-STATION 2.75 WIDE
(WIDE D.P. 270142)

SCHEDULE OF CONNECTIONS

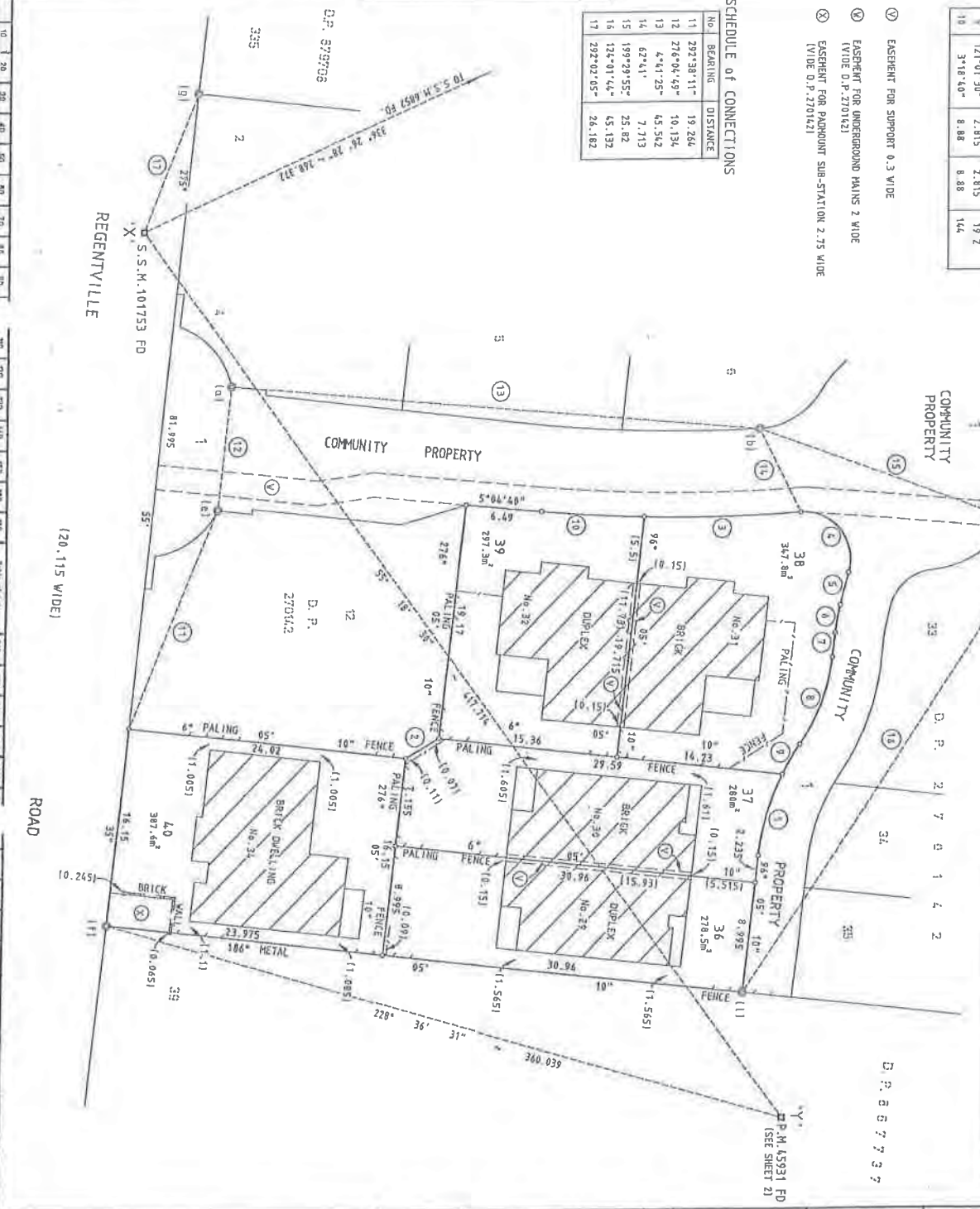
No.	BEARING	DISTANCE
11	292°38'11"	19.264
12	278°04'49"	10.134
13	4°41'25"	45.542
14	62°41'	7.713
15	199°29'55"	25.82
16	124°01'44"	45.132
17	292°02'05"	26.182

DETAIL PLAN

DP270142

SCHEDULE OF REFERENCE MARKS

MARK	BEARING	DISTANCE	DESCRIPTION
a	319°50'40"	7.46	R.H.D.H. & W.F.D. 10.P. 270142
b	179°59"	4.545	R.H.D.H. & W.F.D. 10.P. 270142
c	88°18'10"	6.385	BY ME
d	48°41'45"	7.01	R.H.D.H. & W.F.D. 10.P. 270142
e	7°32'58"	3.4	R.H.D.H. & W.F.D. 10.P. 452281
f	83°24'10"	0.75	R.H.G.I.P. FD 10.P. 452281
g	96°16'10"	11.475	R.H.D.H. & W.F.D. 10.P. 270142



Plan Drawing only to appear in this space

OFFICE USE ONLY

COMMUNITY PLAN OF SUBDIVISION
 D.P. 270142
 ADDITIONAL SHEET 10

Replaces: LS 28-4-2000
 CA SEE CERTIFICATE
 THE SYSTEM TORRENS
 PURPOSE: SUBDIVISION
 PLAN No: U6460-8#
 UNIT No: DP270142

PLAN
 OF SUBDIVISION OF LOT 27
 D.P. 270142

Lengths are in metres. Reduction Ratio 1:750

LG: PENRITH
 Municipality: GLENMORE PARK
 Parish: MULGOA
 County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets
 (Include if inoperative)

GRABER, JOHN MALL
 11 BRIDGE ST., SYDNEY, N.S.W.

Surveyed in accordance with the provisions of the Survey Act 1919 AS AMENDED and the Regulations for 1979 and was completed on 11th DECEMBER, 1932

The survey plans in
 (Witness)
 (Witness)
 (Witness)

Surveyor (Registered under the Survey Act 1919)
 Dated this 11th day of December 1932

PLEASE FOR USE ONLY for statement of intention to dedicate public roads or to create easements on the use of land or portion thereof.

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 FOR SUPPORT 0.3 WIDE

THIS IS SHEET 10 OF D.P. No. 270142 AND IT REPLACES SHEET 6 AS REGARDS LOT No. 27

WARNINGS-DENYING OR FOLDING WILL LEAD TO REJECTION

DP 270142

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

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

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 88B Inst.
Document 1	15.9.1997	5	9
Document 2	14.12.1999	4	3
Document 3	2.2.2000	3	2
Document 4	28.4.2000	2	2

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

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

Lengths are in Metres

Sheet 1 of 9 Sheets

Plan: DP 270142

Plan of Subdivision of Lot 61 D.P.845288 covered by Council's Certificate No. 12197 of 15/9/1997.

PART 1

Full Name and address of Proprietor of land:

SUMMIT PROPERTY GROUP PTY. LIMITED,
"Summit House",
286 High Street,
PENRITH, N.S.W. 2750

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

EASEMENT FOR SUPPORT 0.3 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

6
7
8
9
10
11

7
6
9
8
11
10

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

EASEMENT FOR UNDERGROUND MAINS 2 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Name of Authority Benefited

1, 13

Integral Energy Australia

DP 270142

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

Lengths are in Metres

Sheet 2 of 9 Sheets

Plan: DP 270142

Plan of Subdivision of Lot 61 D.P.845288 covered by Council's Certificate No. 121/97 of 13/9/1997.

PART 1

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

EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Name of Authority Benefited

13

Integral Energy Australia

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

EASEMENT FOR OVERHANGING EAVES & GUTTERING 0.5 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

2
5

3
4

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

RESTRICTION ON USE UNDER SECTION 88E OF THE CONVEYANCING ACT 1919

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Name of Authority Benefited

1

Penrith City Council

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

POSITIVE COVENANT UNDER SECTION 88E OF THE CONVEYANCING ACT 1919

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Name of Authority Benefited

1

Penrith City Council

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

Lengths are in Metres

Sheet 3 of 9 Sheets

Plan: **DP 270142**

Plan of Subdivision of Lot 61 D.P.845288 covered by Council's Certificate No. 12/97 of 15/9/1997.

PART 2

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

Full and free right and liberty for every person who is at any time entitled to an estate or interest in the lot benefited to have any wall presently erected or to be erected on so much of the lot burdened as is marked "Easement for Support 0.3 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole of such wall and the footings thereof.

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

1. Full and free right and licence for the Authority Benefited to erect electricity equipment under the land burdened by this easement for the purpose of transmission of electricity and incidental purposes and to cause or permit electricity to be transmitted through the electricity equipment together with the following rights:


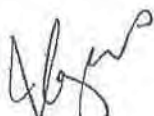
(a) to enter, pass and repass on the land burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) to gain access to the easement and to remain there for any reasonable time with or without workmen, materials, or machinery.

(b) to cut, trim, remove, and lop trees, roots and other vegetation which encroach on the easement or prevent reasonable access to the easement or the electricity equipment.

(c) to remove any other obstructions of any kind which encroach on the easement or prevent reasonable access to the easement or the electricity equipment, and

(d) to excavate the land burdened for the purposes of this easement.

2. In exercising its rights under this easement, the Authority Benefited will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition.



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

Lengths are in Metres

Sheet 4 of 9 Sheets

Plan: DP 270142

Plan of Subdivision of Lot 61 D.P.845288 covered by Council's Certificate No. 1217 of 15/9/1997.

PART 2

3. The Owner of the land burdened covenants with the Authority Benefited that the Owner:
- (a) will not erect or permit to be erected any structure on or under the land burdened,
 - (b) will not alter the surface level of the land burdened or carry out any form or construction affecting its surface, undersurface or subsoil, and
 - (c) will not do or permit anything to be done whereby access by the Authority Benefited is restricted.

without the permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

4. Authority Benefited means Integral Energy Australia and its successors, employees, agents, contractors, and persons authorised by it.

Owner means the registered proprietor of the land burdened (including those claiming under or through the Owner).

Electricity equipment means underground electricity cables, ducts, and ancillary electrical equipment.

Erect includes construct, repair, replace, maintain, modify, use, and remove.

3. TERMS OF EASEMENT FOR PADMOUNT SUBSTATION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

1. Full and free right and licence for the Authority Benefited to erect a padmounted substation on the land burdened by this easement for the purpose of transmission of electricity and incidental purposes together with the following rights:
- (a) to enter, pass, and repass on the land burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) to gain access to the easement and to remain there for any reasonable time with or without workmen, materials or machinery.



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

Lengths are in Metres

Sheet 5 of 9 Sheets

Plan: DP 270142

Plan of Subdivision of Lot 61 D.P.845288 covered
by Council's Certificate No. 121/97 of 15/9/1997

PART 2

- (b) to cut, trim, remove, and lop trees, branches, roots, and other foliage which encroach on the easement or prevent reasonable access to the easement or the padmounted substation.
 - (c) to remove any other obstructions of any kind which encroach on the easement or prevent reasonable access to the easement or the padmounted substation, and
 - (d) to excavate the land burdened for the purposes of this easement.
2. In exercising its rights under this easement, the Authority Benefited will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition.
3. The Owner of the land burdened covenants with the Authority Benefited that the Owner:
- (a) will not erect or permit to be erected any structure on or under the land burdened,
 - (b) will not alter the surface level of the land burdened or carry out any form or construction affecting its surface, undersurface or subsoil, and
 - (c) will not do or permit anything to be done whereby access by the Authority Benefited is restricted.

without the permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

4. Authority Benefited means Integral Energy Australia and its successors, employees, agents, contractors, and persons authorised by it.

Owner means the registered proprietor of the land burdened (including those claiming under or through the Owner).



Doc 1

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

Lengths are in Metres

Sheet 6 of 9 Sheets

Plan:

DP 270142

Plan of Subdivision of Lot 61 D.P.845288 covered
by Council's Certificate No. 121/97 of 13/9/1997

PART 2

Padmounted substation means a padmounted electricity substation together
with any underground or overhead electricity cables and any ancillary
electrical equipment.

Erect includes construct, repair, replace, maintain, modify, use, and remove.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF
THE EASEMENTS SECONDLY AND THIRDLY REFERRED TO IN THE ABOVEMENTIONED
PLAN IS INTEGRAL ENERGY AUSTRALIA.

4. TERMS OF EASEMENT FOR OVERHANGING EAVES & GUTTERING FOURTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN.

- (a) Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the Lot Benefited or any part of it with which the right is capable of enjoyment and all persons authorised by him from time to time and at all times to have the eaves and guttering of any building erected on the Lot Benefited overhang that part of the Lot Burdened shown in the abovementioned plan as "Easement for Overhanging Eaves & Guttering 0.5 Wide".
- (b) Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the Lot Benefited or any part of it with which the right is capable of enjoyment and all persons authorised by him from time to time and at all times with any materials, tools, implements, plant or equipment necessary for the purpose to enter on the Lot Burdened and to remain there for any reasonable time for the purpose of maintaining, repairing or replacing any eaves or guttering overhanging the Easement on the following conditions:
- (i) The proprietor of the Lot Benefited and all persons authorised by him must take all reasonable precautions to ensure as little disturbance as possible to the use of and any improvements erected on the Lot Burdened and must, if there is any disturbance to the improvements erected on the Lot Burdened, restore them as nearly as practicable to their original condition.
- (ii) Except when urgent maintenance is required, the proprietor of the Lot Benefited must give to the proprietor of the Lot Burdened not less than 7 days written notice of his intention to exercise his rights to carry out works under this easement.



Doc. 1

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

Lengths are in Metres

Sheet 7 of 9 Sheets

Plan: DP 270142

Plan of Subdivision of Lot 61 D.P.845288 covered by Council's Certificate No. 121 of 13/9/1997

PART 2

- (iii) Except when urgent maintenance is required, the proprietor of the Lot Burdened may prescribe the hours of the day or night during which works may be carried out under this easement but in making such prescription the proprietor of the Lot Burdened must act reasonably.

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

The registered proprietor shall not make any alterations to the "on-site stormwater detention system" (which expression shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) without the prior consent in writing of Penrith City Council.

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

1. The registered proprietor of the lots hereby burdened will in respect of "the system" (which expression shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) described in "the Restriction on Use" fifthly referred to in this instrument:-

- (a) keep the system clean and free from silt, rubbish and debris;
- (b) maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner;
- (c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant;
- (d) comply with the terms of any written notice issued by the Council in respect to the requirements of this covenant within the time stated in the notice.



Doc. 1

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

Lengths are in Metres

Sheet 8 of 9 Sheets

Plan: DP 270142

Plan of Subdivision of Lot 61 D.P.845288 covered by Council's Certificate No.12/97 of 13/9/1997

PART 2

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919, the Council shall have the following additional powers:-
- (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 part 1(d) above.
 - (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 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.

NAME OF AUTHORITY HAVING THE POWER TO RELEASE, VARY OR MODIFY THIS COVENANT IS PENRITH CITY COUNCIL.



pa. 1

Doc. 1

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

Lengths are in Metres

Sheet 9 of 9 Sheets

Plan: **DP 270142**

Plan of Subdivision of Lot 61 D.P.845288 covered by Council's Certificate No. 12190f 15/9/1997

PART 2

THE COMMON SEAL of
SUMMIT PROPERTY GROUP PTY. LIMITED
was hereunto affixed by resolution of
the Directors in the presence of:



[Signature]
.....
Secretary

[Signature]
.....
Director

[Signature]
Penrith Council

EXECUTED BY ESANDA FINANCE CORPORATION LIMITED A.C.N. 004 346 043 by being signed, sealed and delivered by its Attorney **Ian Macleay Ellery** (who certifies that he is the **Acting Manager, Securities** in the New South Wales Division of Esanda Finance Corporation Limited) pursuant to Power of Attorney registered No. 157 Book 4143, in the presence of:

[Signature]
Beverley Bird
C/-116 Miller St, Nth Sydney
Finance Officer

[Signature]

Regional Executive Senior-Manager Business Banking for the time being of Australia and New Zealand Banking Group Limited for New South Wales. Name of Witness (BLOCK LETTERS) **Mark William Pittson**

Signature of Witness
[Signature]
Personally known to me
IA AND NEW ZEALAND BANKING GROUP LIMITED
John Vernon Harrison
Solicitor in my presence by
A.C.N. 006 957 522
By its Attorney
and, I, the said Attorney, state that I have not received any notice of the revocation of the Power of Attorney Registered No. 157 Book 4001 under the authority.
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED



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

Sheet 1 of 3 Sheets

DP270142

Plan of Subdivision of Lot 13 in D.P.270142 covered by Council's Certificate No. 117/99 of 29/10/99

PART 1

Full Name and Address of Proprietor of Land:

SUMMIT PROPERTY GROUP PTY. LIMITED
(ACN 050 036 014)
112 Majors Bay Road
CONCORD NSW 2137

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

RIGHT OF CARRIAGEWAY VARIABLE WIDTH

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

15

14

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

EASEMENT FOR SUPPORT 0.3 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

14

15

15

14

16

17

17

16

18

19

19

18

20

21

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22

23

23

22

APPROVED BY PENRITH CITY COUNCIL.....


General Manager/Authorised Officer

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

Sheet 2 of 3 Sheets

DP270142

Plan of Subdivision of Lot 13 in D.P.270142 covered by Council's Certificate No. 117/99 of 29/10/99

PART 2

3. Identity of Restriction
thirdly referred to in the
abovementioned plan.

RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED


Lots Burdened

23

Lots Benefited

1

APPROVED BY PENRITH CITY COUNCIL.....


General Manager/Authorised Officer

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

Sheet 3 of 3 Sheets

DP270142

Plan of Subdivision of Lot 13 in D.P.270142 covered by Council's Certificate No. 117/99 of 29/10/99

PART 2

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

Full and free right and liberty for every person who is at any time entitled to an estate or interest in the lot benefited to have any wall presently erected or to be erected on so much of the lot burdened as is marked "Easement for Support 0.3 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole of such wall and the footings thereof.

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

The Registered Proprietor for the time being of Lot 23 or any Occupier thereof shall not obstruct, change the course, or do anything which will interfere with the operation of the overland flow path constructed along the eastern boundary of Lot 23.

NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY, OR MODIFY THE TERMS OF THE RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS PENRITH CITY COUNCIL.

THE COMMON SEAL of
SUMMIT PROPERTY GROUP PTY LIMITED
(ACN 050 036 414)
was hereunto affixed by resolution of the
Directors in the presence of:



Secretary

[Handwritten Signature]
Director

EXECUTED BY ESANDA FINANCE CORPORATION LIMITED A.C.N. 004 346 043 by being signed, sealed and delivered by its Attorney-in-fact *Grego Kung'u* (who certifies that he is the *Att. in fact* in the New South Wales Division of Esanda Finance Corporation Limited) pursuant to Power of Attorney registered No. 157 Book 4143, in the presence of:

[Handwritten Signatures]
W. J. S. S. S.

APPROVED BY PENRITH CITY COUNCIL.....

[Handwritten Signature]

General Manager/Authorised Officer

REGISTERED  *he* 14.12.1999

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

Sheet 1 of 2 Sheets

DP270142

Plan of Subdivision of Lot 25 in D.P.270142
covered by Council's Certificate No. 149/99
of 24/12/99

PART 1

Full Name and Address of
Proprietor of Land:

SUMMIT PROPERTY GROUP PTY. LIMITED
(ACN 050 036 014)
3 Coraki Place
BONNYRIGG NSW 2177

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

RIGHT OF CARRIAGEWAY VARIABLE WIDTH

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

33

32

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

EASEMENT FOR SUPPORT 0.3 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

28

29

29

28

30

31

31

30

32

33

33

32

34

35

35

34

APPROVED BY PENRITH CITY COUNCIL.....
General Manager/Authorised Officer

Document 3

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

Sheet 2 of 2 Sheets

DP270142

Plan of Subdivision of Lot 25 in D.P.270142 covered by Council's Certificate No. 149/99 of 24/12/99.

PART 2

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

Full and free right and liberty for every person who is at any time entitled to an estate or interest in the lot benefited to have any wall presently erected or to be erected on so much of the lot burdened as is marked "Easement for Support 0.3 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole of such wall and the footings thereof.

THE COMMON SEAL of)
SUMMIT PROPERTY GROUP PTY LIMITED)
(ACN 050 036 014))
was hereunto affixed by resolution of the)
Directors in the presence of:)



Secretary

SOLE Director

Dated at Sydney this 20th day of January 2000
Executed by Australia and New Zealand Banking Group Limited
(ACN 005 357 522)
signed by its Attorney John Francis Watkins
who certifies that he is Manager Business Banking pursuant to
Power of Attorney Registered No. 840 Book 4228

[Signature]
Signed in the presence of S. Litheron
(Signature)

SCOTT LITHERON
(Print Name)

ASSISTANT MANAGER
(Title)

APPROVED BY PENRITH CITY COUNCIL.....

[Signature]
General Manager/Authorised Officer

REGISTERED



2/2/2000

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

Lengths are in Metres

Sheet 1 of 2 Sheets

Plan

Plan of Subdivision of Lot 27 in D.P.270142 covered by Council's Certificate No. 042/00 of 28/3/2000

DP270142

PART 1

Full Name and Address of Proprietor of Land:

SUMMIT PROPERTY GROUP PTY. LIMITED
(ACN 050 036 014)
3 Coraki Place
BONNYRIGG NSW 2177

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

EASEMENT FOR SUPPORT 0.3 WIDE

SCHEDULE OF LOTS ETC. AFFECTED


Lots Burdened

Lots Benefited

36
37
38
39

37
36
39
38

APPROVED BY PENRITH CITY COUNCIL.....


General Manager/Authorised Officer

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

Sheet 2 of 2 Sheets

DP270142

Plan of Subdivision of Lot 27 in D.P.270142 covered by Council's Certificate No. 042/00 of 28/3/2000

PART 2

2. TERMS OF EASEMENT FOR SUPPORT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Full and free right and liberty for every person who is at any time entitled to an estate or interest in the lot benefited to have any wall presently erected or to be erected on so much of the lot burdened as is marked "Easement for Support 0.3 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole of such wall and the footings thereof.

THE COMMON SEAL of)
SUMMIT PROPERTY GROUP PTY LIMITED)
(ACN 050 036 014))
was hereunto affixed by resolution of the)
Directors in the presence of:)



[Handwritten signature]

Secretary

SOLE Director

Dated at Sydney this 6th day of APRIL 2000
Executed by Australia and New Zealand Banking Group Limited
(ACN 005 357 522)
signed by its Attorney JOHN WATKINS
who certifies that he is Manager Business Banking pursuant to
Power of Attorney Registered No. 840 Book 4228
[Signature]
Signed in the presence of *[Signature]*
LEON ARD M. JAWIS
(Print Name)
ASSISTANT MANAGER
(Title)

APPROVED BY PENRITH CITY COUNCIL

REGISTERED



28.4.2000

[Signature]
General Manager/Authorised Officer

DP 270142

Sheet 1 of 29 Sheets

COMMUNITY MANAGEMENT STATEMENT

"SUMMIT VIEW"

REGENTVILLE ROAD,
GLENMORE PARK.

TERMS OF INSTRUMENT NOT CHECKED
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COMMUNITY MANAGEMENT STATEMENT

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FORM 28

COMMUNITY LAND DEVELOPMENT ACT 1989
COMMUNITY LAND MANAGEMENT ACT 1989

COMMUNITY MANAGEMENT STATEMENT

WARNING

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

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

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

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

BY-LAW 1 ARCHITECTURAL AND LANDSCAPE STANDARDS

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

BY-LAW 2 AMENDING ARCHITECTURAL STANDARDS AND LANDSCAPE STANDARDS

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

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MANAGEMENT STATEMENT

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- 2.3 The proprietor of a Lot may make application to the Community Association requesting modifications to the Architectural Standards and Landscape Standards applying to that proprietor's Lot.
- 2.4 The Community Association shall within two months after receiving an application pursuant to By-Law 2.3 containing such adequate and sufficient details of the proposed modifications as may be reasonably required by the Community Association deliver to the Applicant a written decision.
- 2.5 The modification of the Architectural Standards and Landscape Standards pursuant to an application under By-Laws 2.3 and 2.4 shall require the prior written approval of the Original Proprietor for so long as the Original Proprietor remains the registered proprietor of any part of the Community Parcel.
- 2.6 The Community Association shall by written notice advise the Proprietor of each Lot of any modifications to the Architectural Standards and Landscape Standards.

BY-LAW 3 ASSOCIATION PROPERTY

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

BY-LAW 4 CONSTRUCTION ON ASSOCIATION PROPERTY

- 4.1 The proprietor or occupier of a Lot shall not without the prior written consent of the Association construct any building or structure on, attach anything to or alter Association Property.
- 4.2 A proprietor or occupier shall maintain and keep in a state of good repair any construction, structure, attachment or alteration made by that proprietor or occupier under By-Law 4.1 unless otherwise required by the Association.

BY-LAW 5 NO INAPPROPRIATE USE

- 5.1 The proprietor or occupier of a Lot shall not use any thing on the Community Parcel for any purpose other than that for which it was intended.
- 5.2 The proprietor or occupier of a Lot shall not, unless approved in writing by the Original Proprietor within three (3) years from the date of registration of the Community Plan, use a Lot for any purpose other than a residence.
- 5.3 The Original Proprietor will not grant its consent under By-Law 5.2 unless the proposed use of the Lot is principally as a residence.
- 5.4 If a proprietor or occupier of a Lot is granted consent by the Original Proprietor under By-Law 5.2 the proposed use of the Lot must be consented to by Council.
- 5.5 This By-Law 5 does not prohibit the Original Proprietor from using a Lot as an exhibition home.

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MANAGEMENT STATEMENT

BY-LAW 6 FIXING OF SIGNS

- 6.1 Subject to By-Law 6.2, it is not permitted for the proprietor or occupier of a Lot without the prior written approval of the Executive Committee to fix or place any sign, placard, banner, notice or advertisement:
- (a) on the outside of any building on a Lot or any building containing a Lot;
 - (b) on any structure erected on a Lot;
 - (c) on or adjacent to the surface of any window of any building on a Lot or any building containing a Lot; or
 - (d) on any open space area of a Lot.
- 6.2 This By-Law does not prohibit the Original Proprietor from carrying out Selling and Leasing Activities.

BY-LAW 7 AERIALS AND SOLAR ENERGY DEVICES

- 7.1 It is not permitted for the proprietor or occupier of a Lot without the prior approval of the Community Association to construct, install or attach:
- (a) any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device; or
 - (b) any solar energy collector panels and equipment associated with them;
 - (c) any energy conservation equipment; or
 - (d) a solar hot water system and equipment associated with it
- to the outside of any building on a Lot or the outside of any building containing a Lot or a structure on a Lot.

BY-LAW 8 MAINTENANCE OF BUILDING AND LANDSCAPED AREAS ON A LOT

- 8.1 The proprietor or occupier of a Lot shall keep the Lot clean and in good repair and condition.
- 8.2 The proprietor or occupier of a Lot shall effect all maintenance and repairs to the exterior of the building on the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association in accordance with the Architectural Standards and, without limiting the generality of the foregoing, with materials of the same or similar quality as those used in the construction of the building.
- 8.3 The Executive Committee may give a notice to the proprietor or occupier of a Lot requiring that proprietor or occupier to comply with the terms of the By-Law.
- 8.4 The proprietor or occupier of a Lot shall keep the landscaped areas of the Lot clean and tidy and in good repair and condition.
- 8.5 The proprietor or occupier of a Lot shall effect all maintenance and repairs in a proper and workmanlike manner to the reasonable satisfaction of the Executive Committee in accordance with the Landscape Standards.

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MANAGEMENT STATEMENT

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BY-LAW 9 THINGS NOT IN KEEPING

- 9.1 The proprietor or occupier of a Lot must not, except with the approval of the Community Association, construct, install or maintain on or in a Lot anything which can be seen from outside the Lot and which in the reasonable opinion of the Community Association is not in keeping with the building on or the landscaped areas of the Lot.

PART 2

RESTRICTED COMMUNITY PROPERTY

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

There are no restricted property By-Laws.

PART 3

MANDATORY MATTERS

BY-LAW 10 OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS

- 10.1 No part of the Community Property has been set apart as Open Access Way. The location of the Private Access Way is shown on the Plan attached.
- 10.2 The Community Association shall control, manage, and maintain the Private Access Way.
- 10.3 The proprietor or occupier of a lot may not park or permit to park or stand any motor vehicle upon the Private Access Way other than in the car parking spaces provided.
- 10.4 The driving of motor vehicles is restricted to that part of the Private Access Way designated by the Community Association for the passage of motor vehicles, from time to time.
- 10.5 A shared pedestrian access is provided over part of the Private Access Way and each proprietor or occupier shall ensure that such pedestrian access will not be impeded.

BY-LAW 11 COMMUNITY FACILITIES

- 11.1 Riding of bikes, riding of go-karts, skateboards, noisy or hazardous activities are not permitted on the Community Lot.
- 11.2 The control, management, maintenance, operation and use of the community property shall be the responsibility of the Community Association which may set rules and regulations for this purpose.

BY-LAW 12 MANAGING, OPERATING AND MAINTAINING COMMUNITY PROPERTY

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

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MANAGEMENT STATEMENT

BY-LAW 13 INTERNAL FENCING

13.1 Subject to the landscape standards, the Dividing Fences Act, 1951, applies as between the Community Lot and the respective owners of the Lots and as between the respective owners of Lots in the Community Plan.

BY-LAW 14 GARBAGE STORAGE AREA

14.1 The Community Association is responsible for the maintenance and repair of any garbage bin compound.

14.2 The Community Association shall maintain any garbage bin compound in a clean and tidy state.

14.3 The Community Association may contract with persons to provide for the removal of garbage from the Community Lot.

BY-LAW 15 SERVICES

15.1 The Management Statement includes a Prescribed Diagram in respect of the following Services:

See Request 6712623
Additional sheet
of plan of services
numbered as
sheet 29B - see
additional by-laws
filed as Annexure 'A'

- (a) Telecommunications.
- (b) Electricity.
- (c) Water.
- (d) Sewer.
- (e) Stormwater; and
- (f) On-Site Detention.



15.2 In respect of the installed Service Lines, a statutory easement will be created over parts of the Community Lot and other Lots designated in the Prescribed Diagram for the provision of services through Service Lines.

15.3 The Community Association will maintain and repair the Service Lines to the point of connection within each lot, except where the Service Lines run through a Lot for the purposes of servicing another Lot, in which case the Community Association is to be responsible totally for the same.

15.4 If a service is provided after the registration of the Management Statement and Prescribed Diagram the Community Association must submit a later Prescribed Diagram to the subsidiary body effected by the amendment to enable that subsidiary body to:

- (a) give its consent to the amendment if such consent is required; and
- (b) make available all necessary documents including the Certificate of Title for the Community Property to facilitate the registration of the amendment

and thereafter the Community Association must register the later prescribed diagram.

15.5 Subject to the obligations of the Community Association in By-Law 15.3, the responsibility for maintenance, repair and upkeep of any services within the community scheme shall be that of the respective proprietors of each Lot in respect of that part of the service which exists within the Lot, and that of the Community Association in respect of that part of the service which exists within the community property, or runs through a Lot for the purposes of servicing other Lots.



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**MANAGEMENT STATEMENT
INSURANCE**

BY-LAW 16

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

BY-LAW 17

EXECUTIVE COMMITTEE PROCEEDINGS

Constitution

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

Meetings

- 17.2 Subject to By-Laws 17.7 and 17.8 the Executive Committee may meet to conduct business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

- 17.3 The Secretary or the member of the Executive Committee who convenes a meeting must not less than 7 days immediately before the Executive Committee holds a meeting, give to the proprietor of each Lot in the Community Plan in writing:

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

Meeting Agenda

- 17.4 The agenda for a meeting must include details of all business to be dealt with at that meeting.
- 17.5 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

Place of Meetings

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

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MANAGEMENT STATEMENT

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Meeting at Request of Members

- 17.7 The Secretary or in the Secretary's absence any member of the Executive Committee must, at the request of not less than 1/3 of the members of the Executive Committee, convene a meeting within the period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

Out of Meeting Determination

- 17.8 Where:
- (a) By-Law 17.3 has been complied with in relation to a meeting;
 - (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
 - (c) the resolution has been approved in writing by a majority of members of the Executive Committee.

then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

Right of Proprietor to Attend Meetings

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

Minutes of Meetings

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

Display of Minutes

- 17.11 The Executive Committee must, within 7 days after holding a meeting, serve a copy of the minutes of that meeting on the proprietor of each Lot in the Community Plan.

Functions of the Secretary

- 17.12 The Functions of the Secretary include:
- (a) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
 - (b) giving, on behalf of the Community Association and the Executive Committee, notices required to be given under the Management Act;
 - (c) maintaining the Community Association roll;
 - (d) supplying certificates in accordance with Clause 2 Schedule 4 of the Management Act;

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MANAGEMENT STATEMENT

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- (e) answering communications addressed to the Community Association or the Executive Committee;
- (f) convening meetings of the Executive Committee and the Community Association (other than the First Annual General Meeting);
- (g) performing administrative or secretarial functions on behalf of the Community Association;
- (h) performing administrative or secretarial functions on behalf of the Executive Committee; and
- (i) keeping records under Part 3 Schedule 1 of the Management Act.

Functions of the Treasurer

17.13 The Functions of the Treasurer include:

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

Sub-Committees

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

- (a) conduct investigations;
- (b) perform duties and functions on behalf of the Executive Committee; and
- (c) report the findings of the sub-committee to the Executive Committee.

No Remuneration

17.15 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.

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MANAGEMENT STATEMENT

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Protection of Executive Committee Members from Liability

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

PART 4

OPTIONAL MATTERS

BY-LAW 18 WASHING

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

BY-LAW 19 KEEPING OF ANIMALS

- 19.1 A proprietor or occupier of a Lot or an Approved Person must not permit an Animal on a Lot or the Community Lot without the written consent of the Association.
- 19.2 At all times proprietors of a Lot shall comply with the requirements of the Council as to the licensing and other requirements of Animals.

BY-LAW 20 RUBBISH AND WASTE MATERIAL

- 20.1 The proprietor or occupier of a Lot must:
- (a) keep any garbage bin on the Lot secure, hidden from view from outside the Lot and so that it does not emit odours; and
 - (b) store used bottles, boxes and containers, waste paper and other similar items so that they are hidden from view outside the Lot.
- 20.2 The proprietor or occupier of Lots in the Community Plan may store their garbage bins within the area designated for their specific Lot as designated from time to time by the Community Association.
- 20.3 The proprietor or occupier of a Lot is responsible:
- (a) to ensure that all garbage is made available for collection by the Council or Waste Disposal Contractors in accordance with Council's by-laws and ordinances relating to the disposal of garbage; and
 - (b) to ensure that their garbage bin is promptly removed from the road or from the designated collection area after collection by Council or Waste Disposal Contractors of the garbage.

BY-LAW 21 RESTRICTIONS ON PARKING

- 21.1 It is not permitted for the proprietor or occupier of a Lot to park a vehicle, boat or trailer on the Community Parcel including but not limited to driveway areas except in a garage or driveway on his own Lot or an area on the Community Property designated by the Community Association from time to time as being an area where a vehicle, boat or trailer (as the case may be) may be parked by a proprietor or occupier of a Lot.



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MANAGEMENT STATEMENT

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- 21.2 Except for the purposes of delivery of furniture or household items a proprietor or occupier of a Lot must not permit any vehicle in excess of 2 tonnes on the Community Parcel.

BY-LAW 22 COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS

- 22.1 The Community Association may, on its own behalf, contract with persons to:
- (a) provide management, operational, maintenance and other services and amenities in connection with Association Property and Community Property; and
 - (b) provide services or amenities to the proprietors or occupiers of Lots.

BY-LAW 23 CONTROL OF LESSEES & LICENSEES

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

BY-LAW 24 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS

- 24.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Approved Person complies with these By-Laws.
- 24.2 If an Approved Person does not comply with the By-Laws then the proprietor or occupier must take all reasonable steps to ensure that the Approved Person immediately leaves the Community Parcel.
- 24.3 If the By-Laws prohibit a proprietor or occupier of a Lot from doing a thing, the proprietor or occupier must not allow or cause another person to do that thing.

BY-LAW 25 COMMUNITY ASSOCIATION'S RIGHT TO RECOVER MONEY

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

BY-LAW 26 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 26.1 A proprietor or occupier of a Lot must pay or reimburse the Community Association on demand for any expenses of the Community Association in connection with the contemplated or actual enforcement or preservation of any rights under these By-Laws in relation to the proprietor or occupier.
- 26.2 The costs, charges and expenses under By-Law 26.1 include, without limiting the generality of the foregoing, expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

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MANAGEMENT STATEMENT

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BY-LAW 27 THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST

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

BY-LAW 28 COMMUNITY ASSOCIATION NOT LIABLE FOR DAMAGE

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

BY-LAW 29 INTEREST ON OVERDUE MONEY

29.1 A proprietor or occupier of a Lot must pay the Community Association interest on any amount, other than a contribution levied by the Community Association under the Management Act, that is due for payment and remains unpaid from and including the date it is due for payment.

29.2 During the period that an amount under By-Law 29.1 remains unpaid, on demand or at times notified by the Community Association, interest will be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$100,000.

29.3 Interest which is not paid when due for payment may be capitalised by the Community Association at monthly intervals and is payable on capitalised interest at the rate and in the manner referred to in By-Law 29.2.

29.4 Nothing in this By-Law 29 prevents the Community Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

BY-LAW 30 RULES

30.1 The Community Association is entitled at any time to make Rules in connection with the control, management, operation, use, enjoyment, safety, care, good order and convenience of the Community Parcel or any part thereof.

30.2 The Community Association is entitled at any time to add to or amend the Rules.

30.3 The Rules shall bind a proprietor, occupier, mortgagee in possession, lessee and licensee of a Lot and Approved Persons.

BY-LAW 31 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES

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

BY-LAW 32 NOTICES TO BE OBSERVED

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

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MANAGEMENT STATEMENT

Sheet 15 of 29 Sheets

BY-LAW 33 INSTRUCTING CONTRACTORS

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

BY-LAW 34 CERTIFICATE

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

BY-LAW 35 COMMUNICATIONS WITH COMMUNITY ASSOCIATION

35.1 Any complaint, notice, request or application to the Community Association must be addressed in writing to the Managing Agent. In the event that no Managing Agent is appointed then the complaint, notice, request or application must be addressed in writing to the Community Association.

BY-LAW 36 COMMUNICATIONS FROM COMMUNITY ASSOCIATION

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

BY-LAW 37 APPROVALS BY COMMUNITY ASSOCIATION

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

BY-LAW 38 PRIVATE SERVICES

38.1 The Community Management Statement includes a Prescribed Diagram in respect of Private Services.

38.2 The Community Association may:

- (a) provide Private Services to the proprietor or occupier of a Lot;
- (b) arrange for installation and maintenance of Service Lines for the provision of Private Services; and
- (c) contract with persons to monitor or provide, in part or in whole, Private Services.

38.3 The proprietor or occupier of a Lot must not:

- (a) carry out any works which interfere with Services;
- (b) carry out any works which interfere with Services except with the approval of the Community Association; and
- (c) obstruct access to, overload or damage Services.

TERMS OF INSTRUMENT NOT CHECKED
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REGISTERED  R 2-10-1997

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MANAGEMENT STATEMENT

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- 38.4 If a proprietor or occupier of a Lot becomes aware of damage to or the defective operation of Services he must immediately give notice to the Community Association of that damage or defective operation.

BY-LAW 39 COMMUNITY ASSOCIATION'S RIGHT TO MAINTAIN SERVICES

- 39.1 Subject to Section 60 of the Management Act, the Community Association and persons authorised by it may enter a Lot at all reasonable times to maintain, repair, alter, add to, increase the capacity of or renew Private Services.
- 39.2 The Community Association must give the proprietor or occupier of a Lot reasonable notice of entry.
- 39.3 If an emergency exists, the Community Association and persons authorised by it may enter a Lot at any time without notice.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

BY-LAW 40 RESERVE STRIPS, GARDENS AND PATHWAYS ON THE COMMUNITY PROPERTY

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

BY-LAW 41 PENRITH CITY COUNCIL RIGHTS AND ACCESS GRANTED BY EASEMENT

- 41.1 The terms and conditions which regulate the rights and privileges which the Council, its agents, servants, employees and other persons authorised by it are entitled to exercise and the obligations imposed are contained in the 88B Instrument forming part of the Deposited Plan.
- 41.2 This By-Law may not be amended, varied, repealed or revoked without the consent of the Council.

BY-LAW 42 INTEGRAL ENERGY AUSTRALIA

- 42.1 The low voltage electricity system, including underground cables, overhead power lines, pits, distribution pillars and cubicles, is Association property.
- The Association is responsible for the maintenance, repair, refurbishment and augmentation of the system.
- The design of the electricity system has been based on a maximum demand of 60 Amps per dwelling.
- 42.2 This By-Law may not be amended, varied, repealed or revoked without the consent of Integral Energy Australia.

DP 270142

MANAGEMENT STATEMENT

Sheet 17 of 29 Sheets

BY-LAW 43 SYDNEY WATER REQUIREMENTS

- 43.1 The Service Lines for water for domestic and firefighting purposes for all Lots are to be provided and maintained by the Community Association as owner of those Services Lines. However, Sydney Water must supply water to those Lots. Sydney Water must install, maintain and read meters on each of those Lots to enable Sydney Water to levy water usage charges on the proprietor of each of those Lots for water consumed by each of those Lots respectively. Sydney Water, as evidenced by its endorsement of these By-Laws, confirms its concurrence in this.
- 43.2 This By-Law may not be amended or revoked without the consent of Sydney Water.

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REGISTERED  19 2-10-1997

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MANAGEMENT STATEMENT

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SIGNATURES, CONSENTS AND APPROVALS

Dated 17TH day of SEPTEMBER 1997

THE COMMON SEAL of SUMMIT PROPERTY GROUP PTY LIMITED (A.C.N. 003 559 411) is affixed by authority of the Board of Directors in the presence of:



[Handwritten Signature]
Signature of Director

[Handwritten Signature]
Signature of Secretary

JOHN COZENS
Name of Director

C. STRICKLAND
Name of Secretary

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has approved of the development described in Development Application No. 940556; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: 15/9/1997

Signature on behalf of consent authority *[Handwritten Signature]*

REGISTERED R 2-10-1997

Signed in my presence by John Vernon Harrison
as the Attorney of AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED being personally known to me
[Handwritten Signature]
Signature of Witness
Mark William Purson
Name of Witness (BLOCK LETTERS)

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
A.C.N. 005 357 522
By its Attorney
and, I, the said Attorney, state that I have not received any Notice of the Revocation of the Power of Attorney Registered No. 878 Book 4001 under the authority.
[Handwritten Signature]
Regional Executive Senior Manager-Business Banking for the time being of Australia and New Zealand Banking Group Limited for New South Wales.

EXECUTED BY HSANDA FINANCE CORPORATION LIMITED A.C.N. 004 346 043 by being sealed and delivered by its Attorney Ian Mackay Ellery (who certifies that he is the Acting Manager, Securities in the New South Wales Division of HSANDA Finance Corporation Limited), pursuant to Power of Attorney registered No. 1577 Book 4001 in the presence of:
[Handwritten Signature]
Beverly Bird
C/-116 Miller St, Nth Sydney
Finance Officer

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Sheet 19 of 29 Sheets

MANAGEMENT STATEMENT

PART 6

BY-LAW 44 INTERPRETATION

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

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

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

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

"Approved Person" means a person on the Community Lot or Community Property with the consent express or implied of a proprietor or occupier of a Lot or the Community Association.

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

"Association" means the Community Association.

"Association Property" means the Community Property in the scheme.

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

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

(c) a Community Lot;

(d) a Lot; or

(e) Community Property.

that impacts on the street scape of the Community Lot.

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

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

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

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

"Council" means Penrith Council.

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

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REGISTERED



2-10-1997

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MANAGEMENT STATEMENT

Sheet 20 of 29 Sheets

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

"Development activities" means:

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

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

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

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

"Function" includes a power, authority and duty.

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

"Instrument" means the instrument pursuant to Section 88B of the Conveyancing Act, 1919, lodged with the Community Plan.

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

"Lot" means a Community Lot or a Lot.

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

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

"Community Association" means the corporation that:

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

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MANAGEMENT STATEMENT

Sheet 21 of 29 Sheets

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

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

"Community Property" means the lot shown in a Community Plan as Community Property.

"Community Scheme" means:

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

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

- (a) a Community Lot;
- (b) a Lot; or
- (c) Community Property

that impacts on the street scape of the Community Lot.

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

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

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

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

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

"Private Services" means a service running through or servicing the Lots or Community Parcel which is not a Statutory Service.

"Rules" means the rules made under By-Law 31.

"Secretary" means the secretary of the Community Association.

"Selling and Leasing Activities" means:

- (a) selling and leasing activities on the Community Parcel;
- (b) placing and maintaining on the Community Lot signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia in connection with those selling and leasing activities; and

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IN LAND TITLES OFFICE**

REGISTERED



2-10-1997

DP 270142

MANAGEMENT STATEMENT

Sheet 22 of 29 Sheets

(c) placing and maintaining on or using any part of the Community Lot as a stall, office or facility for salesmen,

as the Original Proprietor in its absolute discretion thinks fit.

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

"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" means, without limitation, Integral Energy, Telstra, Penrith Council and any authorities or corporations assuming their functions.

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

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

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

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

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

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

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

"Strata Scheme" means:

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

"Treasurer" means the treasurer of the Community Association.

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

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;

DP 270142

MANAGEMENT STATEMENT

Sheet 23 of 29 Sheets

- (d) the word "person" includes a firm, a body corporate, an association or an authority;
 - (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation persons taking by novation) and assigns;
 - (f) a reference to day is a reference to the period of time commencing at midnight and ending 24 hours later; and
 - (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.
- 44.3 Unenforceability of a part or provision of these by-laws does not affect the enforceability of any part or provision.
- 44.4 The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- 44.5 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.

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IN LAND TITLES OFFICE**

REGISTERED  R 2-10-1997

MANAGEMENT STATEMENT

PRIVATE ACCESS WAY PLAN

REDUCTION RATIO 1:1500



D. P. 5 7 6 4 6 1

D. P. 3 2 1 5 3

- SHARED PEDESTRIAN ACCESS
- LANDSCAPING
- SHARED PEDESTRIAN ACCESS & LANDSCAPING

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	AREA	RADIUS
1	95°55'30"	2.835	7.18	6.6
2	46°19'00"	6.935	3.285	6.6
3	6°05'10"	3.285	7.18	6.6
4	185°55'30"	3.28	6.83	6.6
5	146°17'40"	6.83	2.995	6.6
6	95°55'30"	2.995	9.325	6.6
7	96°05'10"	9.325		

THIS PLAN ILLUSTRATES PRIVATE ACCESS WAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE LOCAL GOVERNMENT ACT, 1993. ROADS ACT 1993

REGISTERED IN 2-10-1997

PLAN ILLUSTRATING ACCESS WAY WITHIN SUMMIT VIEW ESTATE AT GLENMORE PARK
Crawford Hume 1/8/1997
I, SRINIVAS JYOTHI HALLI, Surveyor of SRIRANGA R. ROAD, P.O. 11, BRIDGE ST., EPPING, 2121, certify that this is a plan of the access ways provided for the development shown in Council/Proposed Neighbourhood Plan No.

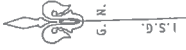
MANAGEMENT STATEMENT

SERVICES PLAN

REDUCTION RATIO 1 - 300

SEE SHEETS 26 & 28

D.P. 578491



SEE SHEETS 17 & 22

- △ = PILLAR
- = PIT
- = DOWNPIPE
- = GRATED DRAIN
- - - - - = SEWER 1.2 DEEP (APPROXIMATE LINE OF PIPE)
- - - - - = STORMWATER 0.9 DEEP (APPROXIMATE LINE OF PIPE)
- - - - - = WATER 0.6 DEEP (APPROXIMATE LINE OF PIPE)
- - - - - = TELEPHONE 0.6 DEEP (APPROXIMATE LINE OF CABLE)
- - - - - = POWER 0.6 DEEP (APPROXIMATE LINE OF CABLE)
- DB = ELECTRICITY/DISTRIBUTION BOARD

REGISTERED R 2-10-1997

PLAN
 OF SERVICES WORKS AS EXECUTED FOR
 SUMMIT VIEW ESTATE AT GLENMORE PARK
 1/2/1997
 C. Graham, 20PR, MAL
 1, ... GRAMHAM, 20PR, MAL
 of GRAHAM & BRIDGES, PTY, LTD., 11, BRIDGE STREET, SYPHING POND.
 certify that this is a plan of the service works as executed/access
 was provided for the development shown in Community/Neighbourhood/
 Neighbourhood Plan No.

MANAGEMENT STATEMENT

SERVICES PLAN

REDUCTION RATIO 1:300



D.P. 573491

SEE SHEET 25



SEE SHEETS 21 & 29

- = PIT
- - - - - SEWER 1.2 DEEP (APPROXIMATE LINE OF PIPE)
- - - - - STORMWATER 0.9 DEEP (APPROXIMATE LINE OF PIPE)
- - - - - WATER 0.6 DEEP (APPROXIMATE LINE OF PIPE)
- - - - - TELEPHONE 0.6 DEEP (APPROXIMATE LINE OF CABLE)
- - - - - POWER 0.6 DEEP (APPROXIMATE LINE OF CABLE)
- DB = ELECTRICITY/DISTRIBUTION BOARD

① EASEMENT FOR SERVICES 5.5 WIDE VIDE D.P. 845288
EASEMENT TO DRAIN WATER 3 WIDE VIDE D.P. 845288

<p>DP 270142</p> <p>COMMUNITY PLAN</p> <p>SHEET 26 OF 29 SHEETS</p>	<p>PLANS</p> <p>OF SERVICES WORKS AS EXECUTED FOR SUMMIT VIEW ESTATE AT GLENHORE PARK</p> <p>C. E. HALL 1/5/2007</p> <p>1. ... (C) ... of CIVIL & SURVEYING ... certify that this is a plan of the works as executed/checked works provided for the development shown in Community/Residential development Plan No.</p>
<p>REGISTERED</p> <p>2-10-1997</p>	

D.P. 32153

1/21/2011 10:08:51 AM

SURVEYOR'S REFERENCE: 424/94, C/D REF: R6249457

REGENTVILLE ROAD 120.115 WIDE



SERVICES PLAN

REDUCTION RATIO 1:300

MANAGEMENT STATEMENT

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COMMUNITY PLAN

SHEET 27 OF 29 SHEETS

PLAN

OF SERVICES WORKS AS EXECUTED FOR
 SUMMIT VIEW ESTATE AT GLENMORE PARK

Handwritten: C. J. H. 1/8/1997

I, GRAHAM JOHN HALL, Surveyor
 of GRAHAM & SONS (P.L.D.), 11, BRIDGE STREET, SPRING HILL,
 certify that this is a plan of the service works as executed/street
 works provided for the development shown in Council/Proposed/
 Development Plan No.

REGISTERED R 2-10-1997

- = PIT
- S--- = SEWER 1.2 DEEP (APPROXIMATE LINE OF PIPE)
- W--- = STORMWATER 0.9 DEEP (APPROXIMATE LINE OF PIPE)
- V--- = WATER 0.6 DEEP (APPROXIMATE LINE OF PIPE)
- T--- = TELEPHONE 0.6 DEEP (APPROXIMATE LINE OF CABLE)
- P--- = POWER 0.6 DEEP (APPROXIMATE LINE OF CABLE)
- DB = ELECTRICITY/DISTRIBUTION BOARD

SEE SHEETS 26 & 28

SEE SHEETS 26 & 28

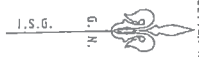
SEE SHEET 25

DP 270142

MANAGEMENT STATEMENT

SERVICES PLAN

REDUCTION RATIO 1:300



O. P. 5 7 8 4 9 1



SEE SHEET 25

SEE SHEETS 27 & 29

- △ = PILLAR
 - = PIT
 - = DOWNPIPE
 - = GRATED DRAIN
 - = SEWER 1.2 DEEP (APPROXIMATE LINE OF PIPE)
 - = STORMWATER 0.9 DEEP (APPROXIMATE LINE OF PIPE)
 - = WATER 0.6 DEEP (APPROXIMATE LINE OF PIPE)
 - = TELEPHONE 0.6 DEEP (APPROXIMATE LINE OF CABLE)
 - = POWER 0.6 DEEP (APPROXIMATE LINE OF CABLE)
 - DB = DETENTION BASIN
 - DB = ELECTRICITY/DISTRIBUTION BOARD
- NOTE: THE DETENTION BASIN FORMS PART OF THE STATUTORY EASEMENT

DR 270142
 COMMUNITY PLAN
 SHEET 28 OF 29 SHEETS

PLAN OF SERVICES WORKS PROPOSED TO BE EXECUTED FOR SUMMIT VIEW ESTATE AT GLENMORE PARK
Cesana 1/8/1997

L. GRANT - JOHN HALL
 CONSULTING ENGINEERS
 11 BRIDGE STREET, SPRING 2121.
 I certify that this is a plan of the service works as described and
 was prepared for the development shown in Community Management
 Agreement Form No.

REGISTERED R. 2-10-1999

O. P. 3 2 1 5 3

MANAGEMENT STATEMENT

SERVICES PLAN

REDUCTION RATIO 1:300

PLAN OF SERVICES WORKS PROPOSED TO BE EXECUTED FOR SUMMIT VIEW ESTATE AT GLENMORE PARK

1. I, BRADY JOHN RYAN, of CRAIG & RIDGES PTY. LTD., 11 BRIDGE STREET, SPRING 2121, certify that this is a plan of the service works as executed/access ways provided for the development shown in Community Management Plan No. 424/94.

REGISTERED IN 2-10-1997



1:50

13

SEE SHEETS 26 & 28

SEE SHEET 25

BRICK CABANA

12

(20 115 WIDE)

REGENTVILLE

ROAD

SEE SHEETS 26 & 28



- △ = PILLAR
- = PITT
- = DOWNPIPE
- = GRATED DRAIN
- - - = SEWER 1.2 DEEP (APPROXIMATE LINE OF PIPE)
- · - · = STORMWATER 0.9 DEEP (APPROXIMATE LINE OF PIPE)
- · - · = WATER 0.6 DEEP (APPROXIMATE LINE OF PIPE)
- · - · = TELEPHONE 0.6 DEEP (APPROXIMATE LINE OF CABLE)
- · - · = POWER 0.6 DEEP (APPROXIMATE LINE OF CABLE)
- DB = ELECTRICITY/DISTRIBUTION BOARD

D.P. 270142

MANAGEMENT STATEMENT

REGISTERED 14.12.1999

COMMUNITY PLAN
DP270142

ILLUSTRATING ACCESS WAY WITHIN
SUMMIT VIEW ESTATE AT GLENMORE
PARK

I, GRAMMA JOHN HALL, of CRAIG & RHODES PTY. LTD., 11 BRIDGE ST. SPRING 2121, certify that this is a plan of the ...
ways provided for the ... from in Community/...
Highways/Plan No. ...

PRIVATE ACCESSWAY PLAN

REDUCTION RATIO 1:500



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CURVED	ABC	RADIUS
1	85°55'35"	2.99		
2	46°19'	6.935	7.3	4.6
3	6°05'10"	3.285		
4	105°55'35"	3.28	7.18	6.6
5	14.6°17'40"	6.89		
6	95°55'35"	2.995		
7	216°05'10"	0.5		
8	6°05'10"	18.335		
9	52°19'05"	7.22	8.07	5
10	98°11'35"	1.455	1.455	117.1
11	160°09'05"	1.345	1.475	1
12	182°28'	2.02		
13	92°28'	20.1		
14	2°28'	2.02		
15	44°47'	1.365	1.475	
16	136°35'35"	6.085	6.91	
17	186°05'10"	8.265		
18	231°05'10"	1.415	1.57	
19	276°05'10"	1		
20	186°05'10"	13.4		
21	96°05'10"	0.985		
22	141°49'05"	1.43	1.595	
23	191°14'05"	5.72	5.725	44.5
24	194°55'10"	7.345		
25	222°08'05"	5.945	6.175	
26	226°47'25"	6.905	7.085	
27	219°02'	2.555	2.585	
28	299°57'40"	1.83	2.31	
29	6°05'10"	0.56		
30	276°05'10"	13.4		
31	186°05'10"	1.24	1.855	
32	239°13'25"	1.6	6.545	10
33	311°06'45"	6.43		
34	275°55'35"	18.185		

- SHARED PEDESTRIAN ACCESS
- LANDSCAPING
- SHARED PEDESTRIAN ACCESS & LANDSCAPING

C.P.S. = CAR PARKING SPACE
NOTE THE CAR PARKING SPACES FORM PART OF THE PRIVATE ACCESSWAY

FOR SURVEY INFORMATION REFER TO SHEET 4A

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

MANAGEMENT STATEMENT

REGISTERED 14-12-1999

COMMUNITY PLAN DP270142

PLAN OF SERVICES WORKS AS EXECUTED FOR SUMMIT VIEW ESTATE AT GLENMORE PARK

Cash-Hall Vols/09
I, BRANHAM, JOHN HALL, of CRAIG & BRIDGES PTY. LTD., 11 BRIDGE STREET, SPRING 2021 certify that this is a plan of the service works as executed in accordance with the development shown in Community Plan No. D.P. 270142.

SERVICES PLAN

REDUCTION RATIO 1:300



G. N. I.S.G.



- = LIGHT
- △ = PILLAR
- = PIT
- = DOWNPIPE
- ▬ = GRATED DRAIN
- ▬ = SEWER 1.2 DEEP (APPROXIMATE LINE OF PIPE)
- ▬ = STORMWATER 0.9 DEEP (APPROXIMATE LINE OF PIPE)
- ▬ = WATER 0.6 DEEP (APPROXIMATE LINE OF PIPE)
- ▬ = TELEPHONE 0.6 DEEP (APPROXIMATE LINE OF CABLE)
- ▬ = POWER 0.6 DEEP (APPROXIMATE LINE OF CABLE)
- DT = DETENTION BASIN
- DB = ELECTRICITY/DISTRIBUTION BOARD

NOTE: THE DETENTION BASIN FORMS PART OF THE STATUTORY EASEMENT

NOTE: THE SERVICES TO THE SWIMMING POOL AREA, FORM PART OF THE STATUTORY EASEMENT

NOTE: SYMBOLS ARE DUPLICATED WHERE COMBINED SERVICES ARE LAID IN THE SAME TRENCH

① EASEMENT FOR SERVICES 5.5. WIDE VIDE D.P. 845288
 ② EASEMENT TO DRAIN WATER 3 WIDE VIDE D.P. 845288
 ③ EASEMENT FOR UNDERGROUND MAINS 2 WIDE VIDE D.P. 270142

SYMBOLS REFERENCE: 424/94 CAD REF: 424*4513

DP 270142 298

COMMUNITY PLAN
SHEETS 9 OF 29 SHEETS
ADDITIONAL SHEET 298

PLAN OF SERVICES WORKS AS EXECUTED FOR
SUMMIT VIEW ESTATE AT GLENMORE PARK

13/1/2000
I. GRAHAM, JOHN HALL,
of CRAIG & RHODES PTY. LTD., 11 BRIDGE STREET, SPRING 2121,
certify that this is a plan of the services works as executed/observed
and provided for the operation shown in Community Plan No. 270142.

REGISTERED L.S. 28-4-2000

MANAGEMENT STATEMENT

DP270142

SERVICES PLAN

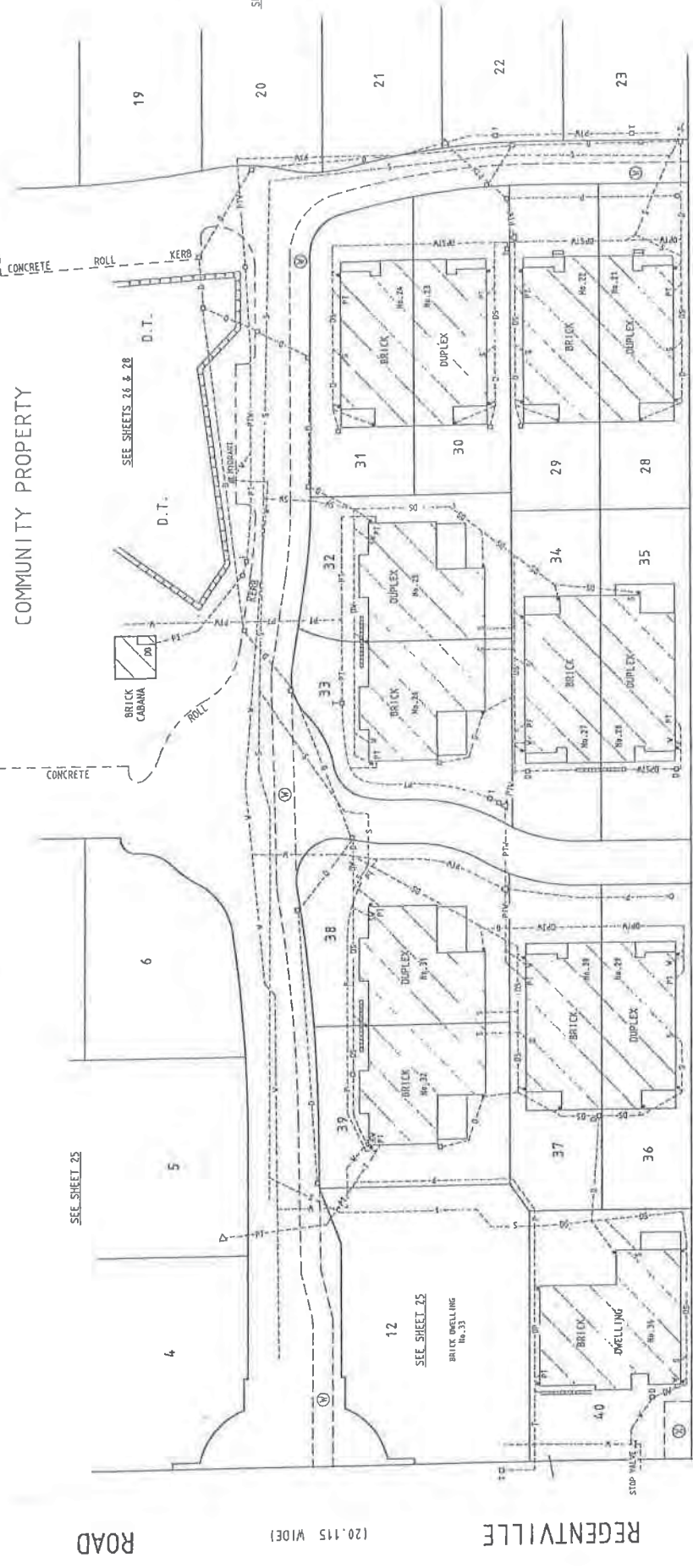
REDUCTION RATIO 1:300



- = LIGHT
- △ = PILLAR
- = PIT
- = DOWNPIPE
- ▬ = GRATED DRAIN
- = SEWER 1.2 DEEP (APPROXIMATE LINE OF PIPE)
- = STORMWATER 0.9 DEEP (APPROXIMATE LINE OF PIPE)
- = WATER 0.6 DEEP (APPROXIMATE LINE OF PIPE)
- = TELEPHONE 0.6 DEEP (APPROXIMATE LINE OF CABLE)
- = POWER 0.6 DEEP (APPROXIMATE LINE OF CABLE)
- DT = DETENTION BASIN
- DB = ELECTRICITY DISTRIBUTION BOARD

NOTE: THE DETENTION BASIN FORMS PART OF THE STATUTORY EASEMENT

NOTE: SYMBOLS ARE DUPLICATED WHERE COMBINED SERVICES ARE LAID IN THE SAME TRENCH



D.P. 667737

Ⓟ EASEMENT FOR UNDERGROUND MAINS 2 WIDE D.P. 270142
ⓧ EASEMENT FOR PADMOUNT SUB-STATION 2.75 WIDE WIDE D.P. 270142

ANNEAUX

REQUEST

6712623P

Form: 97-11R
Licence: 115F/0020/95

New South Wales
Real Property Act, 190



1154

(A) STAMP DUTY

Office of State Revenue use only

MANAGEMENT STATEMENT

DP 270142

(B) TITLE

FOLIO IDENTIFIER 1/270142

(C) REGISTERED DEALING

Number

Torrens Title

(D) LODGED BY

LTO Box

Name, Address or DX and Telephone

CODE

115F

COLIN BIGGERS & PAISLEY
11/140 PHILLIP STREET, SYDNEY
TEL: 9221 2022
Reference: ACR:960243

(E) APPLICANT

COMMUNITY ASSOICATION DEPOSITED PLAN 270142

(F) REQUEST

Amendment of Management Statement

Section 39 Community Land Management Act 1989

(G) TEXT OF REQUEST

The Applicant requests additional Plan of Service Works as executed for Summit View Estate at Glenmore Park to be added to the Management Statement.

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

DATE: 22 February 2000

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

THE COMMON SEAL of COMMUNITY ASSOCIATION)
DEPOSITED PLAN 270142)
was hereunto affixed on 22ND day of FEBRUARY)
2000 in the presence of)
the person authorised under Section 8 of the Community)
Land Management Act 1989 to attest the affixing of the seal)



[Handwritten signatures]

REGISTRATION DEPARTMENT NOT CHECKED
LAND TITLES OFFICE

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public roads of land adjoining Government land, as defined in the Land Use Act 1994 and the Land Use Regulations 1995.

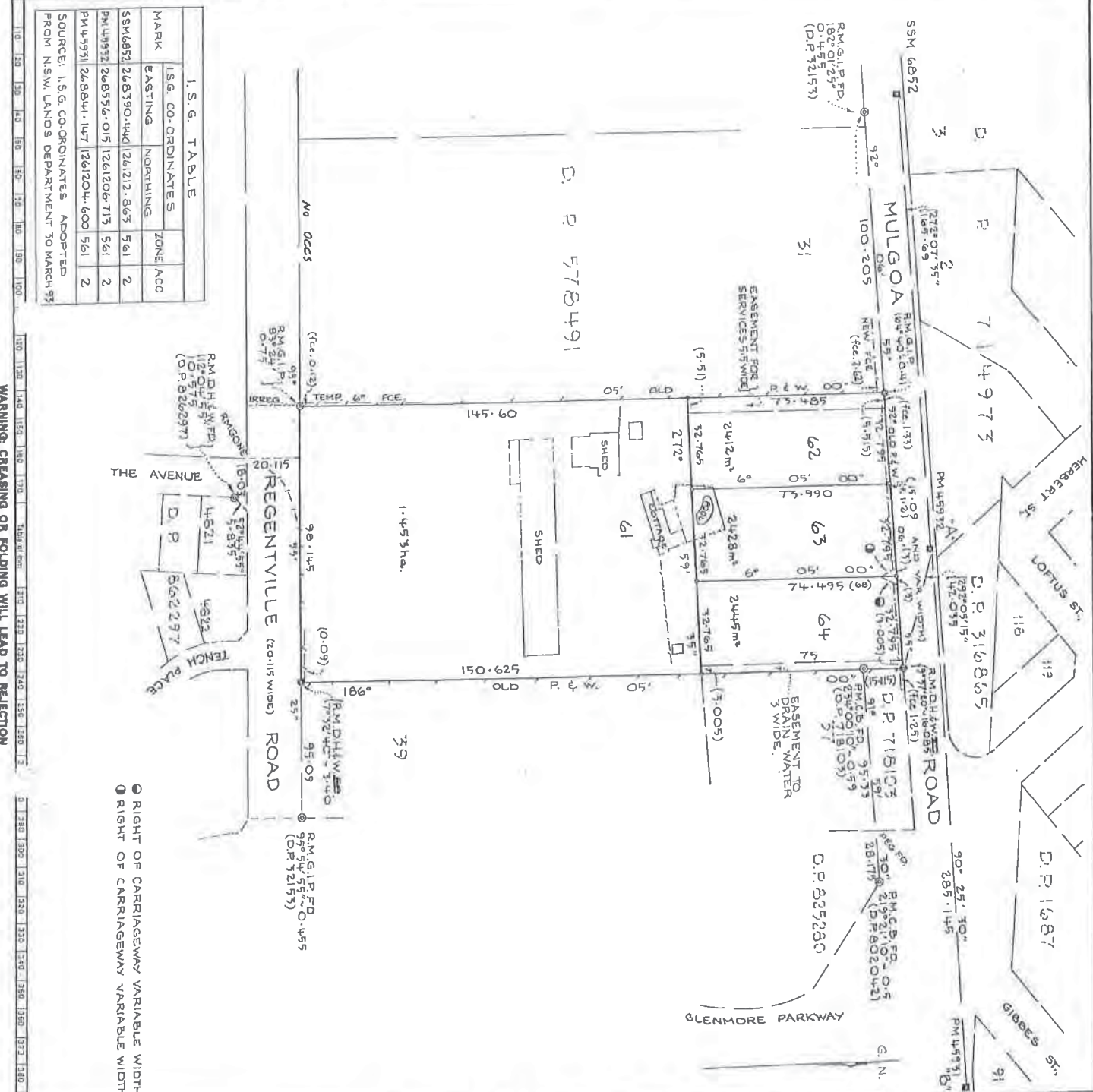


Crown Lands Office Approval
 Authorised Officer
 Paper No. _____
 Field Book _____ pages

Council Clerk's Certificate
 15/1/94

Member certificate dated: _____
 at the requirements of the Local Government Act, 1919 under rule 101 of the requirements for the registration of plans, and
 the requirements of Part 3 Division 2 of the 'Water Board Act 1987' and

Plan Drawing only to appear in this space



I.S.G. TABLE

MARK	I.S.G. CO-ORDINATES	ZONE	ACC
	EASTING	NORTHING	
SSK6857	268390.440	1261212.867	561 2
PM49932	268556.015	1261206.713	561 2
PM49931	268884.147	1261204.600	561 2

- RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- RIGHT OF CARRIAGEWAY VARIABLE WIDTH

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 845288
 Registered: 7/12/1994
 CA: S.6493 OF 15-9-1994
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ret. Map: U 6460-8
 Last Plan: D.P. 32153

PLAN OF SUBDIVISION OF LOT 2, D.P. 32153.
 Lengths are in metres. Reduction Ratio 1:1000
 Municipality: PENRITH
 Locality: REGENTVILLE
 Parish: MULGOA
 County: CUMBERLAND
 This is sheet 1 of my plan.
 (Identified inapplicable)

I, JOHN LEYEN, SURVEYOR
 of 153A QUEEN ST., ST. MARYS
 a surveyor registered under the Surveyors Act, 1939 as provided, hereby certify that the survey represented on this plan and the boundaries shown thereon were made in accordance with the Surveyors Act, 1939 and any regulations made thereunder and that the survey was conducted in accordance with the provisions of the Surveyors Act, 1939 and any regulations made thereunder.

Plans used in preparation of survey/compilation:
 D.P. 32153 D.P. 8252290
 D.P. 8262627 D.P. 8177423
 D.P. 8262640 D.P. 6198379
 D.P. 718103 D.P. 6198379
 D.P. 714973 D.P. 316865
 D.P. 821152 D.P. 2110116
 D.P. 16897

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create restrictions on the use of land or position convenient to SECTION 88B OF THE LOCAL GOVT ACT 1919 THE ONLY INTENDED TO CREATE:
 1. EASEMENT TO DRAIN WATER
 3 WIDE
 2. RIGHT OF CARRIAGEWAY
 VARIABLE WIDTH,
 3. RIGHT OF CARRIAGEWAY
 VARIABLE WIDTH,
 4. EASEMENT FOR SERVICES
 5.5 WIDE,
 5. RESTRICTION AS TO USER
 6. RESTRICTION AS TO USER
 7. RESTRICTION AS TO USER.

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

Lengths are in metres

(Sheet 1 of 7 Sheets)

PART 1

Plan: **DP 845288**

Subdivision covered by
Council Clerk's Certificate
No. *56493* of *15-9-1994*

Full name and address of
proprietor of the land

William John Scott of 105
Sheredan Road, Castlereagh
and Robyn Scott of the
same address

Full name and address of
mortgagee of the land

Westpac Banking
Corporation Limited

1. Identity of easement firstly referred
to in abovementioned plan

Easement to drain water 3
wide.

Schedule of lots etc. affected

Lots burdened

64

Lots benefited

61

2. Identity of Right of Carriageway secondly referred
to in abovementioned plan

Right of Carriageway
variable width.

Schedule of lots etc. affected

Lots burdened

64

Lots benefited

63

3. Identity of Right of Carriageway thirdly referred
to in abovementioned plan

Right of Carriageway
variable width.

Schedule of lots etc. affected

Lots burdened

63

Lots benefited

64



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTION AS TO USER INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1912**

Lengths are in metres

(Sheet 2 of 7 Sheets)

PART 1

Plan: **DP 845288**

Subdivision covered by
Council Clerk's Certificate
No. of 1993
86493 15-9-

4. Identity of easement fourthly referred
to in abovementioned plan

Easement for services 5.5
wide.

Schedule of lots etc. affected

Lots burdened

62

Lots benefited

61

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

Restriction as to User.

Schedule of lots etc. affected

Lots burdened

62, 63 & 64

Lots benefited

Every other Lot except
Lot 61

6. Identity of Restriction as to User sixthly referred
to in abovementioned plan

Restriction as to User.

Schedule of lots etc. affected

Lots burdened

61

Lots benefited

62, 63 & 64

7. Identity of Restriction as to User seventhly referred
to in abovementioned plan

Restriction as to User.

Schedule of lots etc. affected

Lots burdened

62, 63 & 64

Lots benefited

61, 62, 63 & 64



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

Lengths are in metres

(Sheet 3 of 7 Sheets)

PART 2

Plan: **DP 845288**

Subdivision covered by
Council Clerks Certificate
No. 56493 of 15-9-1994

1 Terms of Easement for Services fourthly referred to in the above Plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land here indicated as the dominant tenement (Lot 61) or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to pass electricity transmission lines, telephone lines and water pipe or pipes and any other services over, across, under or through the land herein indicated as the servient tenement (Lot 62). With the right to use, for the purposes of the easement, any transmission lines, telephone lines or water pipe or pipes currently located within the servient tenement. With the right for the grantee or any person with an interest in possession in the dominant tenement, and every person authorised by him, with any tools, implements or machinery, necessary for the purposes, to enter upon the servient tenement and to remain there for any reasonable time for the purposes of laying, inspecting, repairing, maintaining or renewing any such transmission line, telephone line, water pipe or pipes or any part thereof and erect any necessary telephone poles, electricity poles or structures to carry any electricity transmission lines and telephone lines provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

This easement for services shall continue until such time as Lot 61 has been developed and/or an alternate means of supply of services has been arranged.

2 Terms of Restriction as to User fifthly referred to in the above Plan:

- (a) No dwelling or outbuildings will be erected or permitted to remain on the lots hereby burdened unless such dwelling or outbuildings are set back from the relevant boundaries as set out below:

Front boundary:	45 metres
Side boundaries	3 metres

- (c) Any fence erected within the front set back area of the lots shall be of an open rural style with a maximum height of one (1) metre.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTION AS TO USER INTENDED TO BE CREATED PURSUANT TO
SECTION 83B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 7 Sheets)

PART 2

Plan: **DP 845288**

Subdivision covered by
Council Clerks Certificate
No. *86493* of *15-9-1994*

3 Terms of Restriction as to User sixthly referred to in the above Plan:

The registered proprietor for the time being of Lot 61 or any occupier thereof shall not obstruct, change the course or do anything which will interfere with the operation of the grassed catch drain constructed along the northern boundary of Lot 61.

4 Terms of Restriction as to User seventhly referred to in the above Plan:

- (a) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the resubdivision of one or more of the lots burdened.
- (b) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.
- (c) No building or buildings shall be erected or permitted to remain on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibrous cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.
- (d) No building shall be permitted to remain on any lot burdened having floor area of less than 140 square metres excluding garage, patio and carport areas.



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

Lengths are in metres

(Sheet 5 of 7 Sheets)

PART 2

Plan:

DP 845288

Subdivision covered by
Council Clerks Certificate

No. *56493* of *15-9-1998*

- (e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the Developer without the consent of the Developer or their successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the Developer or their successors and in favour of any person dealing with the purchaser or his or her 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 or her executors and administrators and assigns only during the ownership of the adjoining lands by the Developer or their successors other than purchasers on sale.

"Developer" means William John Scott and Robyn Scott.

- (f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Penrith City Council or its successors.
- (g) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Name of Persons empowered to Release, Vary or Modify the Easement to Drain Water Firstly referred to in the abovementioned Plan:

The registered proprietors for the time being of the benefited lot.

Name of Persons empowered to Release, Vary or Modify the Easement or Right of Carriageway Secondly referred to in the abovementioned Plan:

The registered proprietors for the time being of the benefited lot.

Name of Persons empowered to Release, Vary or Modify the Easement or Right of Carriageway Thirdly referred to in the abovementioned Plan:

The registered proprietors for the time being of the benefited lot.

Name of Persons empowered to Release, Vary or Modify the Easement for Services Fourthly referred to in the abovementioned Plan:

The registered proprietors for the time being of the benefited lot.



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

Lengths are in metres

(Sheet 6 of 7 Sheets)

PART 2

Plan: **DP 845288**

Subdivision covered by
Council Clerks Certificate
No. *56493* of *15-9-1997*

Name of Authority empowered to Release, Vary or Modify Restrictions on the Use of Land
Fifthly referred to in the abovementioned Plan:

Penrith City Council.

Name of Persons empowered to Release, Vary or Modify the Restriction as to User Sixthly
and Seventhly referred to in the abovementioned Plan:

William John Scott and Robyn Scott for such period as they are the registered proprietors of
any lot in the abovementioned plan or for the period of seven (7) years from the date of
registration of the abovementioned plan whichever is the latter.

Signed in my presence by William John Scott and Robyn Scott who are personally known to
me

[Handwritten Signature]

.....
Signature of Witness

J. [unclear]
.....
Name of Witness (Block letters)

SOLICITOR PENRITH
.....
Qualification of Witness

[Handwritten Signature]

Approved by Penrith City Council

[Handwritten Signature]
.....
Town Clerk

SHEET 7 OF 7 SHEETS

DP 845288

Signed Sealed and Delivered
for and on behalf of
WESTPAC BANKING CORPORATION
ARBN 007 457 141

JOHN JAMES WILKES

by
its duly constituted
Attorney who is
personally known to me

Donna Butler

DONNA BUTLER

OF MT. PLEASANT
BANK OFFICER

WESTPAC BANKING CORPORATION
ARBN 007 457 141

by its Attorney

who hereby states that at the time of executing this instrument no notice
of revocation has been received of the Power of Attorney registered in
the office of the Registrar General No. 538 Book 4005 under
the authority of which this instrument has been executed.

[Handwritten Signature]

NETEAN COMMERCIAL CENTRE

- * Branch * Office
- * Manager
- * Deputy Manager
- * Assistant Manager
- * Officer in Charge Regional Securities
- * District Commercial Manager
- * Commercial Manager
- * District Operations Controller
- * Assistant District Operations Controller

* Delete as applicable

REGISTERED  *At 7/12/99*

97-11R



REQUEST

Real Property Act 1900



2841116 L

(A) STAMP DUTY
If applicable

Office of State Revenue use only

00*01*

10/059222107 21 4708 441008

N.S.W. STAMP DUTY

(B) TITLE
Show no more than 20

61/845288	
-----------	--

(C) REGISTERED DEALING
If applicable

--

(D) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
115F	COLIN BIGGERS & PAISLEY, SOLICITORS 140 PHILLIP ST, SYDNEY DX 280 SYDNEY PHONE 221-2022	
REFERENCE (max 15 characters): ACR : 96.0243		

(E) APPLICANT

The Council of the City of Penrith

(F) REQUEST

The Applicant requests that a Public Positive Covenant pursuant to Section 88E of the Conveyancing Act 1919 be registered in the following form:

1. The Registered Proprietor shall pay pursuant to Section 94 of the EPA Act, contributions in the sum of \$108,000 for public amenities and public services within the area the provisions of or increased demand for which is required by the development.
2. In the event that the development proceeds in stages, the said contributions may be paid in instalments by proportions determined according to the number of dwellings in each stage that such numbered bears to 34.
3. The instalment of Section 94 contributions for a stage must be paid prior to occupation by any resident of any dwelling in that stage.
4. In event that the contributions have not been paid in full by 30 August 1998, the unpaid contributions shall be adjusted in accordance with movements in the Consumer Price Index: All Groups, Sydney after 30 August, 1998.

CHECKED BY (office use only)

(6)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900.
Signed in my presence by the Applicant who is personally known to me.

DATE 23-1-1997

[Handwritten Signature]

Signature of Witness
Christina Shiranthi Sabanayagam
C/O. 111/112 St. Nth Sydney
N.S.W. 1585 (BLOCK LETTERS)

EXECUTED BY ESANDA FINANCE CORPORATI
LIMITED A.C.N. 004 346 043 by being signed, sealed,
delivered by its Attorney Ian Macleay Blery
(who certifies that he is the Acting Manager, Securities
in the New South Wales Division of Esanda Finan
Corporation Limited) pursuant to Power of Attorney registe
No. 157 Book 4143, in the presence of

[Handwritten Signature]

I, the Registered Proprietor of the land hereby consent to the Request being made to
the Registrar General.

The Common Seal of Summit Property Group Pty Ltd)
ACN:)
was affixed this day 23 of January 1997) Director
pursuant to a resolution of the Board of Directors)
in my presence:)

[Handwritten Signature]



[Handwritten Signature]
Secretary

~~EXECUTION INCLUDING STATUTORY DECLARATION~~

~~I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this
Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of on 19 in the presence of~~

~~Signature of Witness~~

~~Name of Witness (BLOCK LETTERS)~~

~~Address and Qualification of Witness~~

~~Signature of Applicant~~

For and on behalf of Penrith City Council)
Stephen Barrie Britten - Solicitor for the Applicant

[Handwritten Signature]

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

Property No: 768565
Your Reference: 190023
Contact No.

Issue Date: 04 February 2019
Certificate No: 19/00377

Issued to: Perpetual Conveyancing
PO Box 256
EMU PLAINS NSW 2750

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND **Parish:** MULGOA

Location: 30/41 Regentville Road GLENMORE PARK NSW 2745
Land Description: Lot 37 DP 270142

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

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

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.1 - Development Standards. (Note: This policy does not apply to the land to which Penrith Local Environmental Plan 2010 or State Environmental Planning Policy (Western Sydney Employment Area) 2009 apply.)

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.30 - Intensive Agriculture.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.)

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy No.55 - Remediation of Land.
State Environmental Planning Policy No.62 - Sustainable Aquaculture.
State Environmental Planning Policy No.64 - Advertising and Signage.
State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4 of the policy.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2013.
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Education Establishments and Child Care Centre Facilities) 2017.

1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft amendments to State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes) applies to the land.

Draft amendments to State Environmental Planning Policy (Affordable Rental Housing) 2009 applies to the land.

Draft State Environmental Planning Policy (Western Sydney Corridors) may apply to the land. Further information is available here: <https://www.transport.nsw.gov.au/corridors>.

On 22 June 2018, the NSW Government announced changes to the recommended alignments for the Western Sydney corridors, including continuing with the previously gazetted 1951 corridor for the Bells Line of Road Castlereagh Connection.

Draft State Environmental Planning Policy (Primary Production & Rural Development) applies to the land.

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

Draft Standard Instrument (Local Environmental Plans) Order 2006 applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

**Zone R3 Medium Density Residential
(Penrith Local Environmental Plan 2010)**

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a concentration of housing with access to services and facilities.
- To enhance the essential character and identity of established residential areas.
- To ensure that a high level of residential amenity is achieved and maintained.
- To ensure that development reflects the desired future character and dwelling densities of the area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Information and education facilities; Multi dwelling housing;

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Environmental Planning and Assessment Act, 1979

Neighbourhood shops; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing

4 Prohibited

Any development not specified in item 2 or 3

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

2(g) whether the land is in a conservation area (however described):

(Information is provided in this section only if the land is in a conservation area (however described).)

2(h) whether an item of environmental heritage (however described) is situated on the land:

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

3 COMPLYING DEVELOPMENT

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

LOW RISE MEDIUM DENSITY HOUSING CODE

(The Low Rise Medium Density Housing Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Medium Density Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

Please note that Council has been deferred from the application of Part 3B of the Low Rise Medium Density Housing Code until 1 July 2019. That Part will not apply to Penrith Local Government Area during this time.

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

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Environmental Planning and Assessment Act, 1979

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land.

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

4 COASTAL PROTECTION

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

5 MINE SUBSIDENCE

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) an environmental planning instrument, or
- (c) a resolution of council.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for any other purpose not referred to in (1) above. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

8 LAND RESERVED FOR ACQUISITION

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 CONTRIBUTIONS PLANS

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*. (Note. biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.)

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

10 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates. Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardships agreements under Part 5 of the *Biodiversity Conservation Act 2016*)

10A NATIVE VEGETATION CLEARING SET ASIDES

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

11 BUSH FIRE PRONE LAND

All of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

18 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

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

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

PLANNING CERTIFICATE UNDER SECTION 10.7
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(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

20 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the home Building Act 1989))

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware of any “affected building notice” and/or a “building product rectification order” in force for the land).

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act,1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) **and** 10.7(5) should be applied for. Contact Council for details as to obtaining the additional information.

Warwick Winn
General Manager

Per



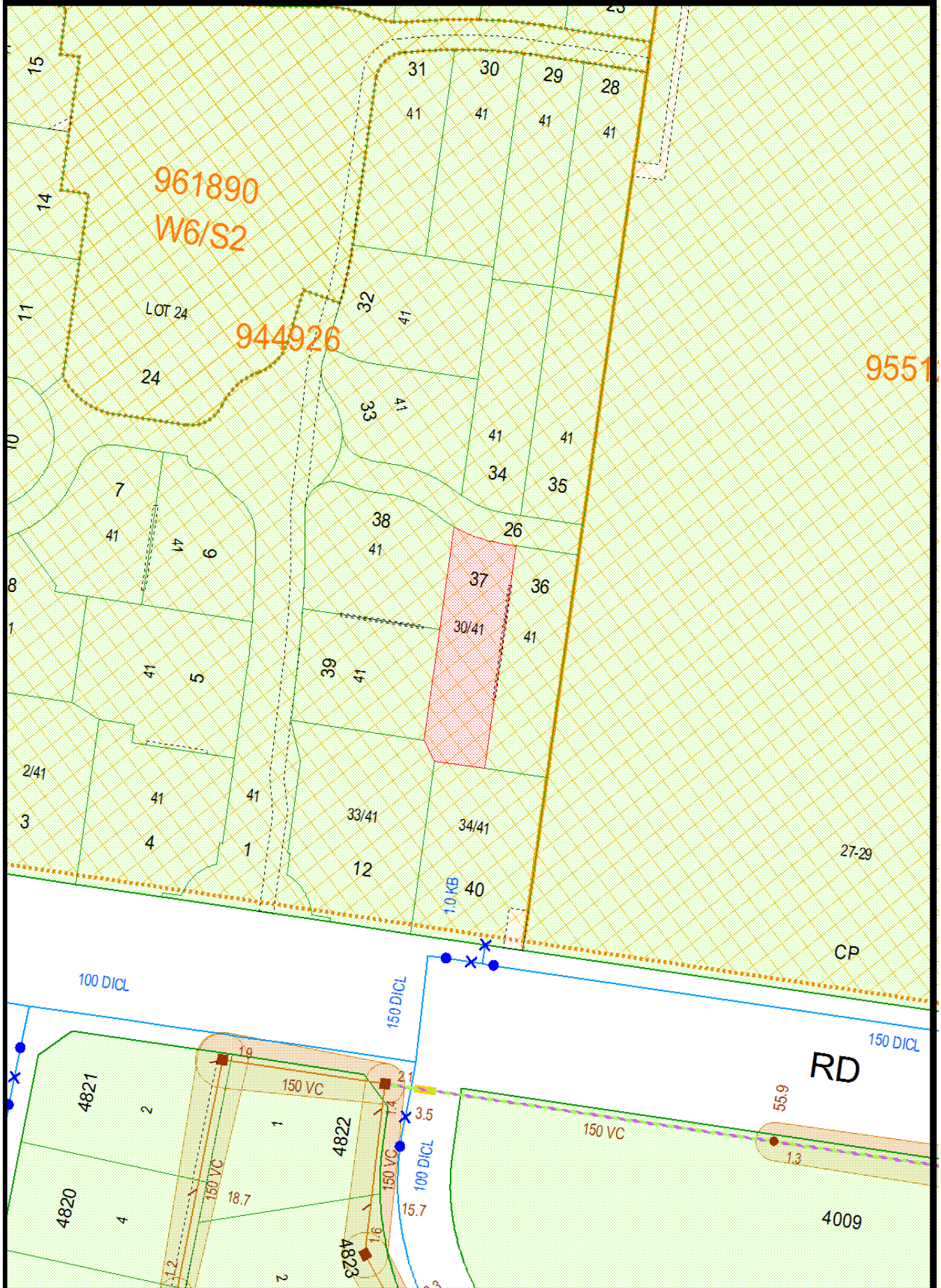
PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

Please note:

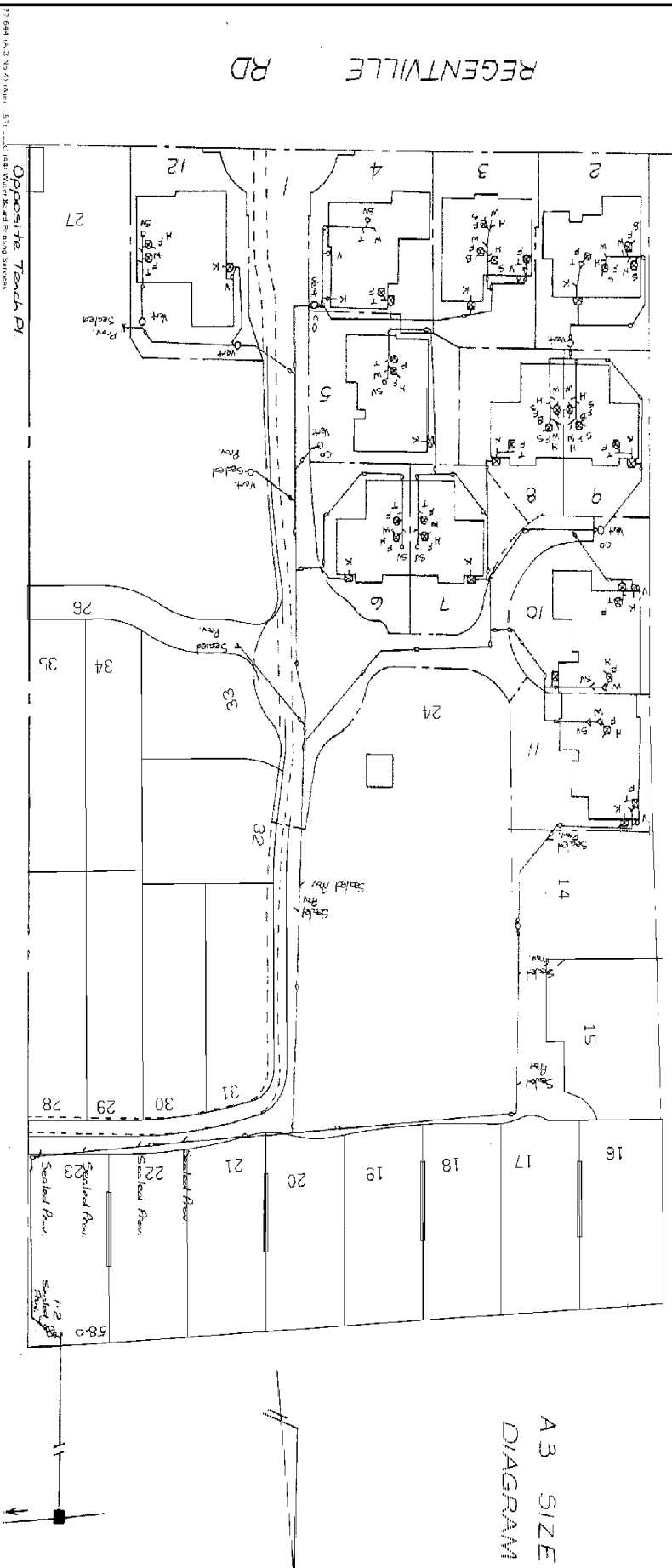
Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.



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



S. S. D. NO. 3038128

A3 SIZE
DIAGRAM

Opposite Trash Pit

INDICATES - DISK-AGE FITTINGS

- C/P Chamber
- L/P Landing
- I/P Inspection
- S/S Storm Sewer
- F/P Foul Water
- W/P Water
- M/P Manhole
- R/P Recessed

INDICATES - PLUMBING FIXTURES & OR FITTINGS

- C/O Clear Out
- V Vent Pipe
- W/S Water Siphon
- W/C Water Closet
- W/W Water Wash
- W/S Sink
- W/S Shower
- W/S Driveway
- W/S Washing Machine
- W/S Bath Sink
- W/S Water Siphon
- W/S Water Siphon
- W/S Water Siphon

INDICATES - SEWER AVAILABLE

- S/V Soil Vent Pipe
- W/S Water Siphon
- W/S Water Siphon

SYMBOLS AND ABBREVIATIONS

- P Trap
- R Recessed Valve
- C/C Clearing Site
- V Vent
- W/P Water Pipe
- M/P Manhole
- R/P Recessed
- S/S Storm Sewer
- C/O Clear Out
- V Vent Pipe
- W/S Water Siphon
- W/C Water Closet
- W/W Water Wash
- W/S Sink
- W/S Shower
- W/S Driveway
- W/S Washing Machine
- W/S Bath Sink
- W/S Water Siphon
- W/S Water Siphon

See the above note for a detailed description of the symbols used in this diagram. The symbols used in this diagram are based on the symbols used in the City of Denver's Sewerage and Sanitation Department's Standard Specifications for Sewerage and Sanitation. The symbols used in this diagram are based on the symbols used in the City of Denver's Sewerage and Sanitation Department's Standard Specifications for Sewerage and Sanitation. The symbols used in this diagram are based on the symbols used in the City of Denver's Sewerage and Sanitation Department's Standard Specifications for Sewerage and Sanitation.

MUNICIPALITY OF DENVER

SEWERAGE SERVICE DIAGRAM

Scale: Approx. 1:500

Distance between manholes in feet: _____

Distance between manholes in millimeters: _____

Inspector: _____

Field Diagram Examined by: _____

City of Compliance No.: _____

Drawn by: _____

Date of Issue: _____

Inspector: _____

City of Compliance No.: _____

For Regional Manager: _____

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