

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>First National Waters &amp; Carpenter Auburn 112 South Pde, Auburn, NSW 2144</b>	<b>Phone: 9649 0238</b>
co-agent		
vendor	<b>Fei Ai</b>	
vendor's solicitor	<b>Veronica Liu Conveyancing  PO Box 1011, Auburn NSW 1835</b>	<b>Phone: 02 9643 9889 Email: info@vliu.com.au Fax: 02 8580 6111 Ref: VL:2140</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>28 Bowaga CCT , Villawood, New South Wales 2163 Registered Plan: Lot 81 Plan DP 270687 Folio Identifier 81/270687</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

\_\_\_\_\_  
**vendor**

**GST AMOUNT (optional)**

The price includes

GST of: \$

\_\_\_\_\_  
**witness**

\_\_\_\_\_  
**purchaser**

☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

\_\_\_\_\_  
**witness**

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30): \_\_\_\_\_**Electronic transaction** (clause 30)☐ no ☐ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make a *GSTRW payment*  
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide 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.**GSTRW payment (GST 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 supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" 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 checked="" 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 checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" 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 checked="" 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
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<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**

# SECTION 66W CERTIFICATE

I,  
of , , certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 28 BOWAGA CCT VILLAWOOD NSW 2163 from FEI AI to in order that there is no cooling off period in relation to that contract;
3. I do not act for FEI AI and am not employed in the legal practice of a solicitor acting for FEI AI nor am I a member or employee of a firm of which a solicitor acting for FEI AI is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:



**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. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer 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. More information is available from the ATO.

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

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

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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<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>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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 22 of the Swimming Pools Regulation 2018).

## 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* or by payment by electronic funds transfer 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

## 13 Goods and services tax (GST)

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under 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 *GSTRW 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 *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 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 lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 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;
  - *FRCGW remittance* payable;
  - *GSTRW 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 Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 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 serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 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 an *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 the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot 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 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 *Lodgment 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*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 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;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before 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 computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 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 *Lodgment 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
  - 30.13.2 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>ECNL</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 *FRCGW remittance* 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 *FRCGW remittance*.
- 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.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.



## **Special Conditions**

Should there be any discrepancies or contradictions between the special conditions and the standard clauses of the contract, then the special conditions shall prevail.

### **32 The printed clauses of the Contract are amended as follows:**

32.1 The definition of “work order” in clause 1 is amended by adding the following words at the end thereof:” issued in writing by a competent authority”

32.2 Clause 3 is deleted

32.3 Clause 4.1 is amended by deleting of the word “normally”

32.4 Clause 6.2 is deleted

32.5 Clause 7.1.1 the words “5%” is replaced by the words “\$1.00”

32.6 Clause 7.2 is deleted.

32.7 Clause 10.1.8 and 10.1.9 are amended by deleting the word “substance” and replacing it with “existence”

32.8 Clause 14.4.2 is deleted.

32.9 Clause 16.8 is deleted

32.10 Clause 23.13 and 23.14 are deleted. Purchaser is to obtain the Sec.184 Strata Certificate or Sec.26 Community Land Management Certificate from the Owners Corporation.

32.11 Clause 31.4 the word “7” is replaced by the word “2”

### **33 Notice to Complete**

If either party is unwilling or unable to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to complete making the time for completion essential. Such a notice shall give not less than fourteen (14) days notice after the day on which the notice is received by the recipient of the notice. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential PROVIDED however that the sending party shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.

Should the Vendor become entitled to and serve a Notice to Complete hereunder the Purchaser must pay to the Vendor on settlement the amount of \$350.00 plus GST to cover the legal costs and other expenses incurred by the Vendor as a consequence of the delay. The Purchaser shall not be entitled to require the Vendor to complete this purchase unless such legal costs and the interest stated in clause 33 are paid on completion and it is an essential term of this contract that such legal costs and the interest be so paid.

### **34 Interest for Purchaser's Default**

If for any reason which is not the fault of the Vendor completion does not occur by the completion date, the Purchaser agrees as an essential term of this Contract to pay to the Vendor at completion on the balance of the price and on any other moneys payable on completion, interest in respect of the period from the completion date to the date of actual completion calculated daily at the rate of ten percent (10%) per annum.

The Purchaser acknowledges that the interest set out in this clause represents a genuine pre-estimate of the Vendor's anticipated loss arising out of late completion.

### **35 Condition of Property**

The property is sold and accepted by the purchaser subject to all defects, whether latent or patent, in its present state of repairs, condition, dilapidation and infestation and whether or not the property or any of the improvements, fixtures or inclusions comply with, or are subject to or insured under, the provisions of any legislation. The purchaser cannot make a claim or requisition or rescind or terminate in this regard. The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the Property sold.

It is hereby agreed and declared that there are no conditions, warranties or other terms affecting the sale other than those embodied herein and the Agreement contains the whole of the Contract between the Vendor and the Purchaser and the Purchaser shall not be entitled to rely on any representation or warranty however made by the Vendor or his/her/their Agent except as are made conditions of this contract.

### **36 No Requisition / Objection**

No objection shall be taken, requisition made or compensation claimed by reason of the existence of passage on or through the Property or any adjoining land or mains, pipes, wires or connections of any gas, electricity, telephone or other system(s) or service(s) whether to the Property or any adjoining property or jointly to both or otherwise and the Purchaser shall take title subject thereto.

### **37 Release of Deposit**

Notwithstanding the provisions of Clause 3, the Purchaser hereby authorizes the release of the deposit held by the stakeholder for the purposes of the vendor's payment of Deposit on the purchase of another property; and/ or Stamp duty on the purchase of another property; and/or land tax for this property.

### **38 Introduction by agent**

The Purchaser warrants that he/she/they has /have not been introduced to the property or the Vendor by any Real Estate Agent other than the agent, if any, named on the front page of this contract and in the event that the Purchaser breaches this warranty he/she/ they will indemnify and keep indemnified the Vendor from and against any claim for compensation, damages and other actions which may be brought by any other agent against the Vendor arising from a breach of this warranty. This right continues after completion.

### **39 Purchaser warranty**

The Purchaser warrants that:

The Purchaser does not require finance to purchase this property and/or

The Purchaser has obtained approval for finance to purchase this property and the Purchaser acknowledge that as a result of making this disclosure the Purchaser cannot terminate this contract pursuant to the consumer Credit (NSW) Act 1995.

#### **40 Incapacity**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at Law or Equity had this clause not been included in this Contract, should either party prior to completion die or become mentally ill; or being a company resolve to go into liquidation or have a petition for its winding up or enter into any scheme of arrangement with any of its creditors pursuant to the provisions of Corporations Law or should any Receiver liquidator, (provisional or otherwise) or Receiver Manager, or Administrator be appointed to it; then the other party may rescind the within agreement by notice in writing and thereupon the within agreement shall be at an end and the provisions of Clause 19 shall apply.

#### **41 Delay and Reschedule Settlement**

If the Purchaser delay the settlement the purchaser will pay \$330.00 plus GST to the vendor on settlement to cover the vendor's legal service fee for additional work.

If the purchaser cancels settlement after settlement has been booked, the Purchaser will pay \$220.00 plus GST to the Vendor on settlement, for each cancellation, to cover the cost of additional work.

#### **42 Requisition on Title**

The requisitions on title or general questions about the property or title must be in the form of the attached requisitions.

#### **43 Deposit by Instalments**

The purchaser acknowledges and agrees that the vendor may, but is not required to accept payment of the deposit by instalments.

Notwithstanding any other provisions of this contract, if the vendor accepts payment of the deposit by instalments, the deposit actually paid by the purchaser is less than ten per cent (10%) of the purchase price, and the vendor becomes entitled to forfeit the deposit actually paid, the purchaser will immediately upon demand pay to the Vendor the difference between ten per cent (10%) of the purchase price and the amount actually paid (to the intent that a full ten per cent (10%) of the purchase price is forfeitable by way of deposit upon default). The provisions of this special condition are in addition to and not in substitution for the rights of the Vendor under Clause 9 of this Contract.

#### **44 Tenancy**

If the property is sold subject to existing tenancies, the purchaser confirms that the purchaser has satisfied itself about the attached copy (s) of the lease (s) and cannot make any claim or requisition or rescind or terminate the contract in respect of the copy (s) of the lease(s) attached.

The vendor does not promise that the Agreement will be in force at the Completion date.

The Purchaser will make rental adjustment with the tenant, or leasing agent, as the Case may be, and the Purchaser cannot request Vendor to make any deduction from the settlement adjustment money for any rental related matter.

#### **45 Swimming Pool**

If the property contains a swimming pool, vendor does not warrant that the swimming pool complies with requirements imposed by the Swimming Pools Act 1992. Vendor may do not have the Certificate for the swimming pool.

The purchaser cannot make any claim or raise any requisition whatsoever in relation to the swimming pool.

#### **46 Error Adjustment**

The parties agree to adjust the usual outgoings and all amounts pursuant to this contract on completion but if any amount is incorrectly adjusted or an error is made in such calculation at settlement the parties agree to rectify the error immediately by another party request.

#### **47 Land Tax Certificate**

The vendor warrants and the purchaser acknowledges/agree that the vendor can clear the land tax on settlement by using the settlement funds.

In accordance to the provisions of the Conveyancing (Sale of Land) Regulation 2010 as amended, the vendor warrants and the purchaser acknowledges/agree that the vendor will provide section 47 Land Tax Certificate to the purchaser not later than two days prior to settlement/completion of this contract.

#### **48 COVID – 19**

48.1 The vendor and purchaser acknowledge and agree as follows:

- a. Should the vendor or purchaser or their legal representative be diagnosed with COVID-19:
  - i. The affected party is to provide evidence of the diagnoses to the other party; and
  - ii. The affected party is to provide evidence that s/he have been cleared from the virus;

the parties agree that completion is to take place seven (7) days after the date that the affected party is cleared of COVID-19; or

- b. Should the Federal or State government give direction to the effect of a full shutdown/lockdown then the parties agree that completion of the contract will not take place until seven (7) days after the official shutdown is complete.

The vendor and purchaser acknowledge and agree that no penalty provision or notice to complete is to be served during this time.

- 48.2 It is an essential term of this contract that if the vendor or occupier of the property is diagnosed with COVID-19 the property is to be thoroughly disinfected and cleaned prior to completion.

## **49 Guarantee**

The guarantor acknowledges that:

The vendor has entered into this contract with the purchaser at the request of the guarantor;

It has given the guarantee in this clause 47 for valuable consideration;

A reference to a guarantor is a reference to the guarantors named in this contract jointly and each of them severally; and

If there is more than one guarantor, this clause 47 binds the guarantors jointly and each of them severally.

The guarantor guarantees to the vendor:

The due and punctual payment of all money payable at any time for any reason to the vendor by the purchaser in connection with this contract, and

The punctual performance and observance by the purchaser of the express or implied obligations of the purchaser in connection with this contract.

Performance of guarantee

If money due and payable under clause 47.2(a) is not paid on time, the guarantor will pay the money to the vendor within seven (7) days of a demand from the vendor even if no demand for payment has been made to the purchaser.

If an obligation of the purchaser under clause 47.2 (b) is not performed on time, the guarantor will perform the obligation immediately after a demand from the vendor even if no demand for performance has been made to the purchaser.

The guarantor indemnifies the vendor against all damages, costs, charges, actions, suits, claims, demands or losses that the vendor may incur for any reason, where either the purchaser does not pay on time any money due and payable to it by the purchaser in connection with this contract or the purchaser does not punctually perform or observe an express or implied obligation of the purchaser in connection with this contract.

The liability of the guarantor and the rights of the vendor under this clause 47 are not adversely affected by anything that might otherwise adversely affect them including:

Transfer of a right of the vendor or any variation of a right of the vendor;

The vendor granting any time or other allowance to the purchaser; or

Acquiescence, delay, acts, omissions or mistakes by the vendor

Until all monies payable to the vendor in connection with this contract are paid and all obligations performed, the Guarantor will not make a claim or enforce a right against the purchaser or its property; or prove in competition with the vendor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

Executed by the Purchaser (company)

Signed by (more than

One director or  
Secretary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Office (director/ secretary)

\_\_\_\_\_  
Office (director/ secretary)

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name

Signed by (Sole director &  
Secretary) Pty Ltd

\_\_\_\_\_  
Signature

The signatory states that he or she is the sole director  
& sole secretary of the company

\_\_\_\_\_  
Full name

Executed by the guarantor  
Name and address of the  
Guarantor:

\_\_\_\_\_  
Sign (Guarantor)

\_\_\_\_\_  
sign (witness)

The witness states that he  
Or she is not a party and  
Was present when the  
Signatory signed

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Address (witness)

## **CONDITIONS WHEN SALE BY AUCTION**

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

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

The following conditions are extracted from regulations made under the Property Stock and Business Agents Act 2002 which prescribe a number of conditions applying to sales by auction.

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock: The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:
- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
  - (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.





FOLIO: 81/270687

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SEARCH DATE	TIME	EDITION NO	DATE
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16/7/2021	4:34 PM	3	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 81 IN COMMUNITY PLAN DP270687  
AT VILLAWOOD  
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN  
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP270687

FIRST SCHEDULE

-----

FEI AI (T AJ442702)

SECOND SCHEDULE (8 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270687
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT  
CONTRACT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 G498022 EASEMENT APPURTENANT TO THE LAND ABOVE DESCRIBED  
AFFECTING THE SITE OF PROPOSED EASEMENT FOR DRAINAGE  
30 FEET AND 12 FEET WIDE SHOWN WITHIN LOT 3 IN DP25403
- 5 DP1041971 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 8801971 COVENANT
- 7 DP270687 EASEMENT FOR OVERHANG & ACCESS & MAINTENANCE 0.9  
METRE(S) WIDE (S) APPURTENANT TO THE LAND ABOVE  
DESCRIBED (DOC.1)
- 8 AJ442703 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: 1/270687

SEARCH DATE	TIME	EDITION NO	DATE
16/7/2021	4:36 PM	2	12/10/2016

## LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270687  
AT VILLAWOOD  
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN  
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP270687

## FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270687  
ADDRESS FOR SERVICE OF DOCUMENTS:  
IRONBARK ESTATE  
GPO BOX 3822  
SYDNEY  
NSW 2001

## SECOND SCHEDULE (20 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN AK741995 AMENDMENT TO MANAGEMENT STATEMENT. CLAUSE 8.34(E) REPEALED AND REPLACED. SEE ANNEXURE 'A' OF THE MANAGEMENT STATEMENT.
- 3 G498022 EASEMENT APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE SITE OF PROPOSED EASEMENT FOR DRAINAGE 30 FEET AND 12 FEET WIDE SHOWN WITHIN LOT 3 IN DP25403
- 4 DP1041971 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1041971 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 8801971 COVENANT
- 7 DP270687 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT (DOC.1)
- 8 DP270687 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT (DOC.1)
- 9 DP270687 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT (DOC.1)
- 10 DP270687 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT (DOC.1)
- 11 DP270687 EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE

END OF PAGE 1 - CONTINUED OVER

FOLIO: 1/270687

PAGE 2

## SECOND SCHEDULE (20 NOTIFICATIONS) (CONTINUED)

- 
- WIDTH (A) AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)
- 12 DP270687 EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH (B) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 13 DP270687 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT (DOC.1)
- 14 DP270687 EASEMENT TO DRAIN WATER 3 & 3.5 METRE(S) WIDE (D) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 15 DP270687 EASEMENT FOR EMERGENCY OVERLAND FLOW VARIABLE WIDTH (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 16 DP270687 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 METRE(S) WIDE AND VARIABLE (K) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 17 DP270687 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (L) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 18 DP270687 EASEMENT FOR GAS MAIN VARIABLE WIDTH (P) AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)
- 19 DP270687 EASEMENT FOR ACCESS FOR WASTE MANAGEMENT (Q) AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)
- 20 DP270687 EASEMENT FOR OVERHANG & ACCESS & MAINTENANCE 0.9 METRE(S) WIDE (S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)

## NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

PLAN FORM 4

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

ePlan Sheet 1 of 9 Sheets

LOCATION DIAGRAM ONLY

REDUCTION RATIO 1:1000



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

SCHEDULE OF CHANGES TO THE SCHEME

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

--	--	--

Subdivision Certificate No. 26172014  
Date: 9.3.2015

Surveyor: DAVID BROOKHEAD  
Surveyors Ref: 6047

Registered  
31.3.2015

COMMUNITY / RESIDENT / NEIGHBOURHOOD PLAN

DP 270687

**SURVEYING & SPATIAL INFORMATION REGULATION 2012**

CLAUSE 35(1)(b), CLAUSE 61(2)

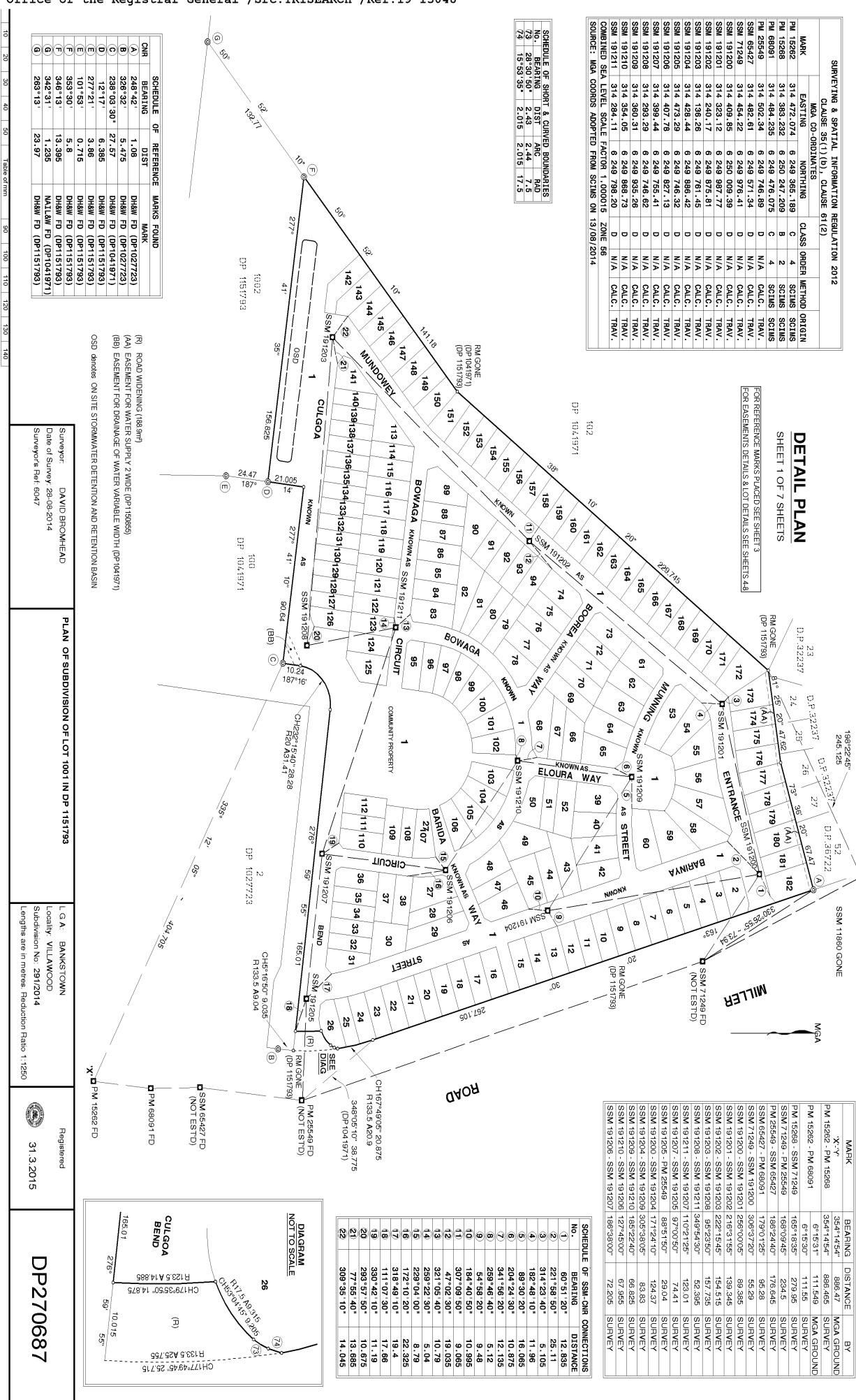
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## DETAIL PLAN

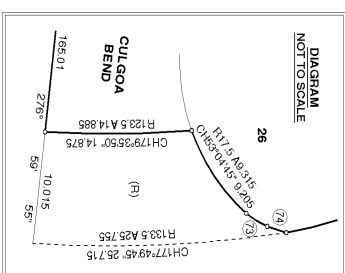
SHEET 1 OF 7 SHEETS

FOR REFERENCE MARKS PLACED SEE SHEET 3  
FOR EASEMENTS DETAILS & LOT DETAILS SEE SHEETS 4-8

SCHEDULE OF SHORT & CURVED BOUNDARIES				
NO.	BEARING	DIST	ARC	RAD
73	28°30'50"	2.43	2.44	7.5
74	15°33'35"	2.015	2.015	17.5

[illegible]

SCHEDULE OF SEASON CONNECTIONS		
NO.	BEARING	DISTANCE
(1)	60 51' 20"	12.835
(2)	21' 58' 50"	25.11
(3)	31' 23' 40"	5.105
(4)	31' 23' 40"	5.105
(5)	38' 30' 30"	18.085
(6)	20' 24' 30"	12.135
(7)	341' 56' 30"	12.135
(8)	259' 46' 30"	5.12
(9)	5' 48' 50"	9.48
(10)	180' 40' 50"	10.985
(11)	307' 09' 50"	9.065
(12)	47' 02' 30"	19.035
(13)	321' 02' 30"	10.79
(14)	259' 22' 50"	5.04
(15)	311' 22' 50"	5.04
(16)	1172' 10' 30"	22.325
(17)	318' 49' 10"	19.4
(18)	111' 07' 30"	17.66
(19)	330' 42' 10"	11.69
(20)	293' 57' 50"	10.675
(21)	77' 56' 40"	13.685
(22)	309' 93' 10"	14.045



CHN	BEARING	SCHEDULE OF REFERENCE DIST	MARMS FOUND MARK
A	2-48-42°	1.08	DHAK D (DP1027723)
B	3-26-32°	5.475	DHAK D (DP1207723)
C	2-38-03 30°	27.57	DHAK D (DP1041971)
D	12-17°	6.365	DHAK D (DP1151793)
E	2-27-21°	3.86	DHAK D (DP1151793)
F	101-53°	0.716	DHAK D (DP1151793)
G	3-53-30°	13.86	DHAK D (DP1151793)
H	3-46-13°	3.395	MALAM D (DP1151971)
I	3-42-31°	1.236	MALAM D (DP1151971)
G	2-53-13°	23.97	DHAK D (DP1151793)

OSD denotes ON SITE STORMWATER DETENTION AND RETENTION BASIN

Surveyor: DAVID BRO  
Date of Survey: 28-08-2014  
Surveyor's Ref: 6047

PLAN OF SUBDIVISION OF LOT 1001 IN DP 1151793

LGA: BANKSTOWN

Registered

Subdivision No: 291/2014

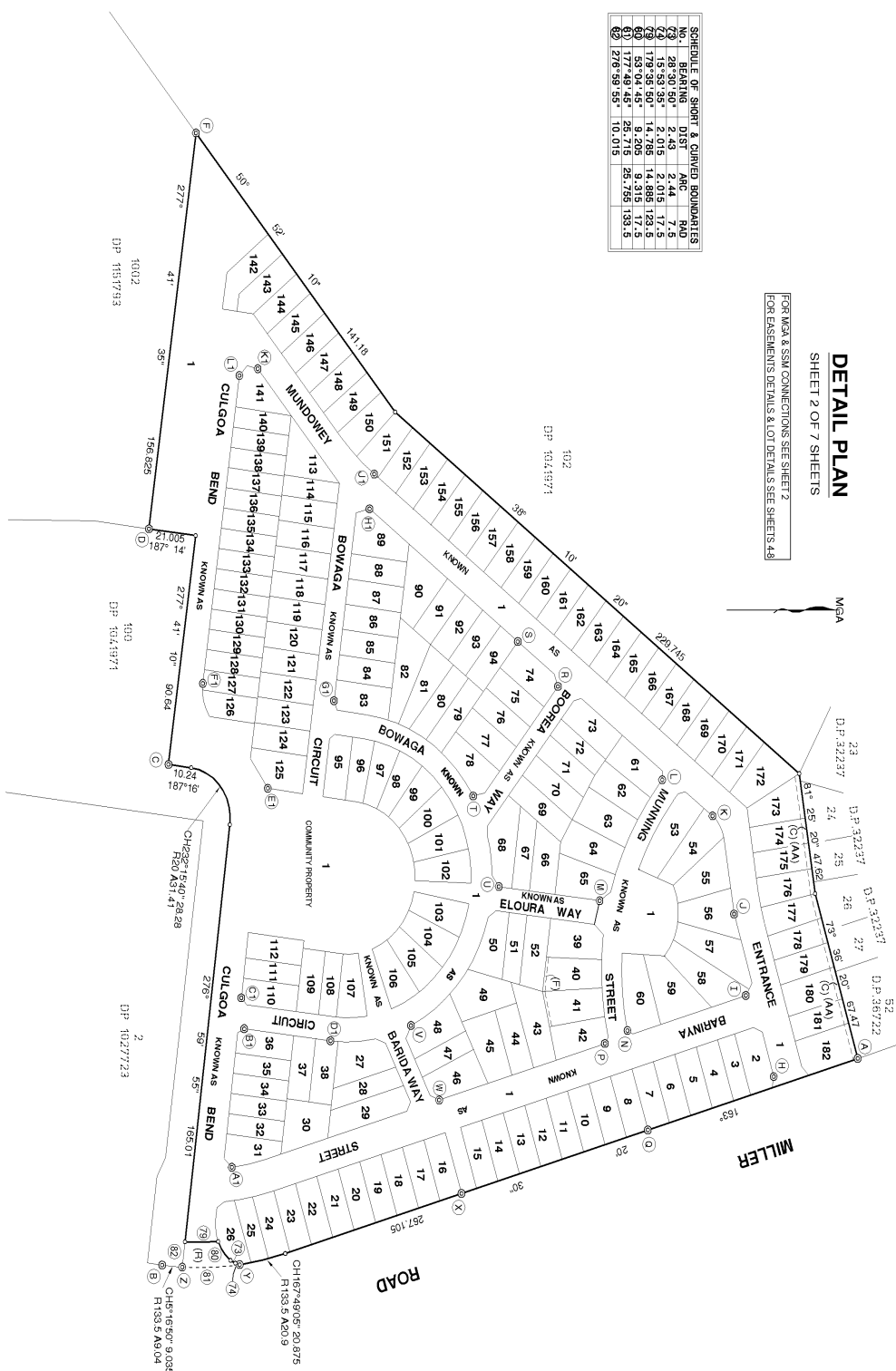


DP270687

**DETAIL PLAN**  
SHEET 2 OF 7 SHEETS

FOR MGA & SSM CONNECTIONS SEE SHEET 2  
FOR EASEMENTS DETAILS & LOT DETAILS SEE SHEETS 4 & 5

SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	DIST	ARC	RAD
73	28°30'50"	2.43	2.44	7.5
74	15°33'35"	2.015	2.015	17.5
75	179°35'50"	14.785	14.885	123.5
80	53°04'45"	9.205	9.315	17.5
81	177°49'45"	25.715	25.715	133.5
82	276°59'55"	10.015		



No.	SCHEDULE OF REFERENCE	DIST	MARK
A	BERARING	1.08	DHAM FD (DP1027723)
B	246.42"	5.475	DHAM FD (DP1027723)
C	348.32"	27.57	DHAM FD (DP1041971)
D	239.03.30"	6.385	DHAM FD (DP1151793)
E	12.17"	5.8	DHAM FD (DP1151793)
F	363.30"	13.395	DHAM FD (DP1151793)
G	346.13"	2.975	DHAM
H	139.40"	11.09	DHAM
I	139.07"	5.965	DHAM
J	300.13"	10.26	DHAM
K	264.20"	3.185	DHAM
L	169.04"	9.26	DHAM
M	167.48"	3.355	DHAM
N	149.25"	9.345	DHAM
O	180.49"	1.425	DHAM
P	222.24"	6.525	DHAM
Q	218.50"	7.335	DHAM
R	228.07"	1.36	DHAM
S	268.07"	7.235	DHAM
T	275.15"	2.54	DHAM
U	317.45"	11.645	DHAM
V	317.10"	4.445	DHAM
W	283.16"	10.145	DHAM
X	264.52"	3.795	DHAM
Y	251.05"	1.55	DHAM
Z	224.22"	7.335	DHAM
1	220.57"	3.035	DHAM
2	144.29"	8.995	DHAM
3	134.39"	4.03	DHAM
4	22.29"	8.64	DHAM
5	348.55"	1.68	DHAM
6	302.02"	7.885	DHAM
7	283.13"	2.68	DHAM
8	30.20"	8.075	DHAM
9	60.30"	4.125	DHAM
10	245.42"	9.795	DHAM
11	249.29"	1.595	DHAM
12	245.07"	7.11	DHAM
13	269.39"	11.97	DHAM
14	1.03	4.37	DHAM
15	299.25"	10.875	DHAM
16	281.23"	3.765	DHAM
17	147.45"	8.665	DHAM
18	171.28"	5.97	DHAM
19	97.35"	10.34	DHAM
20	59.51"	2.355	DHAM
21	98.65"	3.265	DHAM
22	94.19"	12.77	DHAM
23	309.07"	12.77	DHAM
24	329.16"	12.77	DHAM
25	311.28"	9.68	DHAM
26	307.53"	9.275	DHAM
27	265.54"	2.975	DHAM
28	295.20"	7.88	DHAM
29	139.40"	2.815	DHAM
30	137.20"	8.93	DHAM
31	207.46"	8.64	DHAM
32	358.23"	13.305	DHAM
33	167.61"	3.324	DHAM
34	148.45"	9.105	DHAM
35	47.33"	3.505	DHAM
36	38.03"	9.885	DHAM

(AA) EASEMENT FOR WATER SUPPLY 2 WIDE (DP1150855)  
(C) EASEMENT TO DRAIN WATER 2 WIDE  
(R) ROAD WIDENING

Table of mm										
10	20	30	40	50	90	100	110	120	130	140

Surveyor: DAVID BROMHEAD  
Date of Survey: 28-08-2014  
Surveyor's Ref: 6047

PLAN OF SUBDIVISION OF LOT 1001 IN DP 1151793

**L G A:** BANKSTOWN  
**Locality:** VILLAWOOD  
**Subdivision No:** 291/2014  
Lengths are in metres. Rec

Registered  
31.3.20

DP270687

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

oplan Sheet No. 4 of 9 Sheets

- (A) EASEMENT FOR ACCESS & DRAINAGE PURPOSES  
(B) VARIABLE WIDTH (WHOLE LOT 1)  
(C) EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH (SEE SHEETS 7 & 8)  
(D) EASEMENT TO DRAIN WATER 2 WIDE  
(E) EASEMENT TO DRAIN WATER 1 WIDE  
(F) EASEMENT TO DRAIN WATER 1.5 WIDE  
(G) EASEMENT TO DRAIN WATER 2 WIDE  
(H) EASEMENT TO DRAIN WATER 2.5 WIDE  
(I) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE & VARIABLE  
(J) RIGHT OF CARRIAGEWAY VARIABLE WIDTH  
(K) EASEMENT TO DRAIN WATER 1.7 WIDE  
(L) EASEMENT FOR GAS MAIN VARIABLE WIDTH (WHOLE LOT 1)  
(M) EASEMENT FOR GAS MAIN VARIABLE WIDTH (WHOLE LOT 1)  
(N) EASEMENT FOR OVERHANG, ACCESS & MAINTENANCE (WHOLE LOT 1)  
(O) EASEMENT FOR WATER SUPPLY 2 WIDE (DP 150885)

DETAIL PLAN  
SHEET 3 OF 7 SHEETS

FOR MCA & SSM CONNECTIONS SEE SHEET 2  
FOR REFERENCE MARKS PLACED SEE SHEET 3



SCHEDULE OF EASEMENT BOUNDARIES			
No.	BEARING	DIST	ARC
1	(278° 09' 10")	(16.86)	(16.86) (107° 5)
2	(13° 53' 30")	(3.7)	
3	(283° 53' 30")	(6.3)	
4	(193° 53' 30")	(3.66)	
5	(286° 31' 10")	(1.84)	(1.84) (107° 5)
6	(137° 00' 30")	(2)	
7	(137° 00' 30")	(1.5)	
8	(104° 17' 00")	(9.575)	
9	(91° 55' 50")	(56.97)	(57.655) (108° 5)
10	(30° 03' 40")	(4.475)	
11	(73° 46' 45")	(11.005)	
12	(73° 46' 45")	(11.005)	
13	(54° 30' 30")	(1)	
14	(74° 46' 45")	(11.285)	
15	(23° 43' 55")	(5.53)	
16	(73° 36' 20")	(19.64)	
17	(98° 10' 05")	(3.875)	
18	(98° 10' 05")	(3.875)	
19	(98° 10' 05")	(3.875)	
20	(132° 18' 10")	(1.58)	(1.58) (64° 5)
21	(132° 18' 10")	(1.5)	
22	(40° 57' 50")	(1.5)	(1.5) (64° 5)

SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	DIST	ARC
1	(278° 09' 10")	(16.86)	(16.86) (107° 5)
2	(13° 53' 30")	(3.7)	
3	(283° 53' 30")	(6.3)	
4	(193° 53' 30")	(3.66)	
5	(286° 31' 10")	(1.84)	(1.84) (107° 5)
6	(137° 00' 30")	(2)	
7	(137° 00' 30")	(1.5)	
8	(104° 17' 00")	(9.575)	
9	(91° 55' 50")	(56.97)	(57.655) (108° 5)
10	(30° 03' 40")	(4.475)	
11	(73° 46' 45")	(11.005)	
12	(73° 46' 45")	(11.005)	
13	(54° 30' 30")	(1)	
14	(74° 46' 45")	(11.285)	
15	(23° 43' 55")	(5.53)	
16	(73° 36' 20")	(19.64)	
17	(98° 10' 05")	(3.875)	
18	(98° 10' 05")	(3.875)	
19	(98° 10' 05")	(3.875)	
20	(132° 18' 10")	(1.58)	(1.58) (64° 5)
21	(132° 18' 10")	(1.5)	
22	(40° 57' 50")	(1.5)	(1.5) (64° 5)

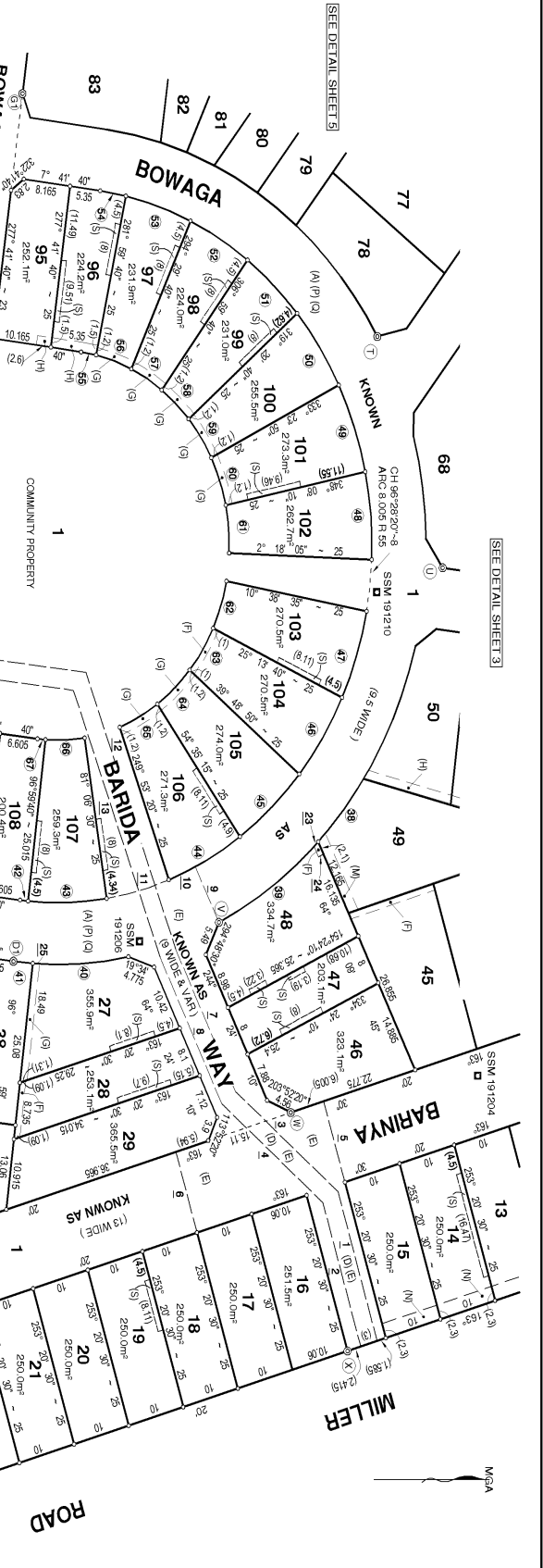
Surveyor: DAVID BROOKHEAD  
Date of Survey: 28-06-2014  
Surveyor's Ref: 6047  
PLAN OF SUBDIVISION OF LOT 1001 IN DP 1515793  
L.G.A. BANKSTOWN  
Locality: VILLAWOOD  
Subdivision No: 2912014  
Lengths are in metres Reduction Ratio: 1:500  
Registered  
31.3.2015  
DP270687

PLAN FORM 2

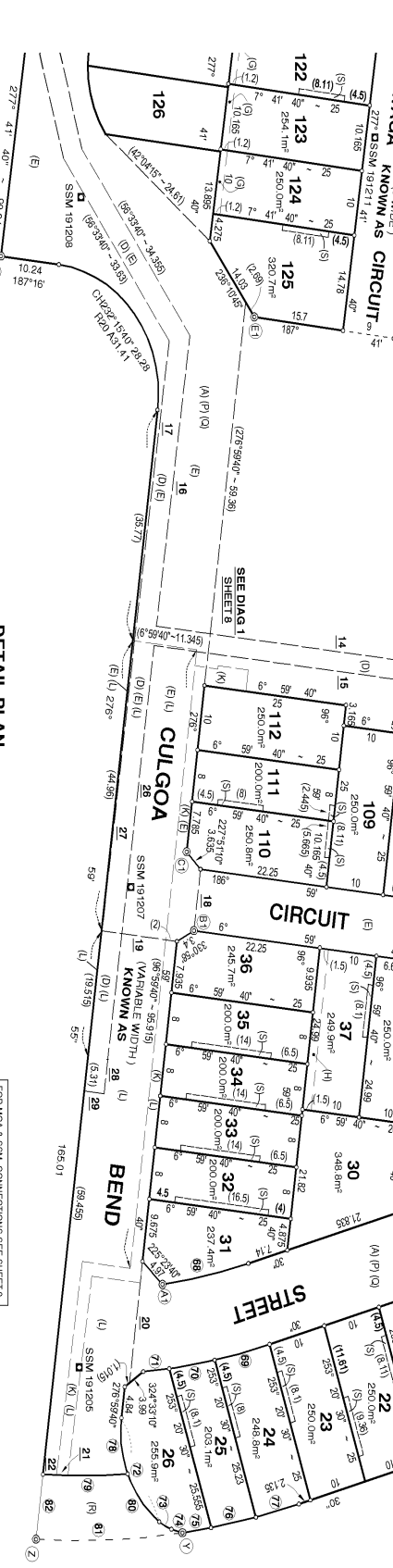
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 9 Sheets

SCHEDULE OF SHORT & CURVED BOUNDARIES		
NO.	BEARING	DIST
1	(73°20'30")	(23.89)
2	(73°20'30")	(23.1)
3	(40°55'30")	(23.61)
4	(40°55'30")	(23.36)
5	(25°32'30")	(13)
6	(64°22'45")	(24.19)
7	(64°22'45")	(24.96)
8	(24°06'15")	(9.5)
9	(156°42'30")	(5.05)
10	(156°42'30")	(5.05)
11	(186°14'20")	(11.28)
12	(186°14'20")	(11.27)
13	(89°41'40")	(43.82)
14	(7°00'25")	(58.285)
15	(7°00'25")	(58.485)
16	(87°29'45")	(45.1)
17	(87°29'45")	(46.82)
18	(86°59'45")	(19.5)
19	(86°59'45")	(18.83)
20	(181°28'50")	(12.01)
21	(181°28'50")	(12.01)
22	(181°28'50")	(12.375)
23	(185°29'30")	(1.055)
24	(184°09'45")	(1.1)
25	(3°28'30")	(1.2)
26	(3°28'30")	(1.2)
27	(87°17'00")	(64.18)
28	(86°59'55")	(5.3)
29	(186°59'55")	(3.5)



SCHEDULE OF EASEMENT BOUNDARIES		
NO.	BEARING	DIST
1	(73°20'30")	(23.89)
2	(73°20'30")	(23.1)
3	(40°55'30")	(23.61)
4	(40°55'30")	(23.36)
5	(25°32'30")	(13)
6	(64°22'45")	(24.19)
7	(64°22'45")	(24.96)
8	(24°06'15")	(9.5)
9	(156°42'30")	(5.05)
10	(156°42'30")	(5.05)
11	(186°14'20")	(11.28)
12	(186°14'20")	(11.27)
13	(89°41'40")	(43.82)
14	(7°00'25")	(58.285)
15	(7°00'25")	(58.485)
16	(87°29'45")	(45.1)
17	(87°29'45")	(46.82)
18	(86°59'45")	(19.5)
19	(86°59'45")	(18.83)
20	(181°28'50")	(12.01)
21	(181°28'50")	(12.01)
22	(181°28'50")	(12.375)
23	(185°29'30")	(1.055)
24	(184°09'45")	(1.1)
25	(3°28'30")	(1.2)
26	(3°28'30")	(1.2)
27	(87°17'00")	(64.18)
28	(86°59'55")	(5.3)
29	(186°59'55")	(3.5)



(A) EASEMENT FOR ACCESS & DRAINAGE PURPOSES (B) VARIABLE WIDTH (WHOLE LOT 1) (C) EASEMENT FOR WATER SUPPLY PURPOSES (D) VARIABLE WIDTH (SEE SHEETS 7 & 8) (E) EASEMENT FOR DRAIN WATER 3 & 3.5 WIDE (F) EASEMENT FOR EMERGENCY OVERLAND FLOW (G) EASEMENT TO DRAIN WATER 1 WIDE (H) EASEMENT TO DRAIN WATER 1.5 WIDE (I) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE & VARIABLE (J) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (K) EASEMENT TO DRAIN WATER 1.7 WIDE (L) EASEMENT TO DRAIN WATER 2.3 WIDE	Surveyor: DAVID BROCKHEAD Date of Survey: 28-06-2014 Surveyor Ref: 6047	PLAN OF SUBDIVISION OF LOT 1001 IN DP 1151793	L.C.A. BANKSTOWN Subdivision No: 291/2014 Lengths are in metres Reduction Ratio 1:500	Registered 31.3.2015	DP270687
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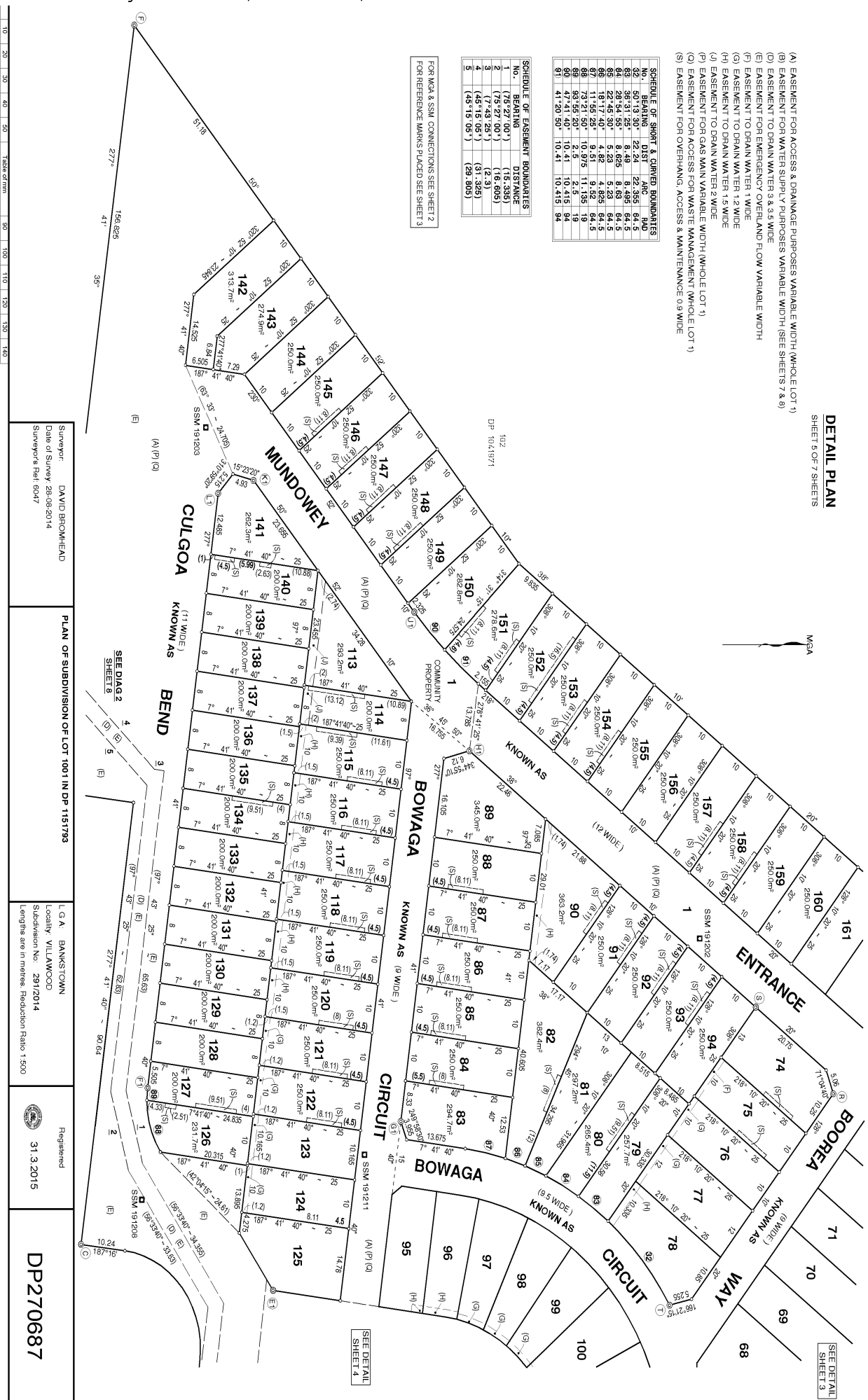
**DETAIL PLAN**  
SHEET 5 OF 7 SHEETS

- (A) EASEMENT FOR ACCESS & DRAINAGE PURPOSES VARIABLE WIDTH (WHOLE LOT 1)
- (B) EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH (SEE SHEETS 7 & 8)
- (C) EASEMENT TO DRAIN WATER 3 & 3.5 WIDE
- (D) EASEMENT FOR EMERGENCY OVERLAND FLOW VARIABLE WIDTH
- (E) EASEMENT TO DRAIN WATER 1 WIDE
- (F) EASEMENT TO DRAIN WATER 1.2 WIDE
- (G) EASEMENT TO DRAIN WATER 1.5 WIDE
- (H) EASEMENT TO DRAIN WATER 2 WIDE
- (I) EASEMENT FOR GAS MAIN VARIABLE WIDTH (WHOLE LOT 1)
- (J) EASEMENT FOR ACCESS FOR WASTE MANAGEMENT (WHOLE LOT 1)
- (K) EASEMENT FOR OVERHANG, ACCESS & MAINTENANCE 0.9 WIDE

SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	DIST	ARC
32	50°13'30"	22.24	22.355
33	56°31'25"	8.48	8.495
34	58°54'30"	5.23	5.23
35	22°45'30"	5.23	5.23
36	18°17'40"	4.82	4.825
37	11°55'25"	9.51	9.52
38	13°51'50"	10.975	11.135
39	58°54'30"	5.23	5.23
40	47°41'40"	10.41	10.415
41	41°20'50"	10.41	10.415

SCHEDULE OF EASEMENT BOUNDARIES			
No.	BEARING	DISTANCE	
1	(75°22'00")	(18.385)	
2	(12°42'00")	(14.835)	
3	(77°43'25")	(2.3)	
4	(45°15'05")	(31.325)	
5	(45°15'05")	(29.805)	

FOR NEAR & SSM CONNECTIONS SEE SHEET 2  
FOR REFERENCE MARKS PLACED SEE SHEET 3



Surveyor: DAVID BROOKHEAD Date of Survey: 28-06-2014 Surveyor Ref: 6047	PLAN OF SUBDIVISION OF LOT 1001 IN DP 1151793	LGA: BANKSTOWN Locality: VILLAWOOD Subdivision No: 281/2014 Lengths are in metres. Reduction Ratio 1:500	Registered 31.3.2015	DP270687
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PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 7 of 9 Sheets

DETAIL PLAN  
SHEET 6 OF 7 SHEETS

FOR MGA & SSN CONNECTIONS SEE SHEET 2  
FOR REFERENCE MARKS PLACED SEE SHEET 3

SCHEDULE OF EASEMENT BOUNDARIES			
No.	BEARING	DIST	ARC
81	(169°18'30")	(10.785)	
82	(79°20'30")	(0.58)	
83	(79°20'30")	(0.58)	
84	(79°20'30")	(0.58)	
85	(175°04'55")	(1.81)	(1.915) (5.545)
86	(174°26'50")	(0.945)	(0.95) (2.845)
87	(345°52'30")	(14.165)	
88	(345°52'30")	(14.165)	
89	(345°52'30")	(14.165)	
90	(345°52'30")	(14.165)	
91	(345°52'30")	(14.165)	
92	(345°52'30")	(14.165)	
93	(345°52'30")	(14.165)	
94	(345°52'30")	(14.165)	
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113	(345°52'30")	(14.165)	
114	(345°52'30")	(14.165)	
115	(345°52'30")	(14.165)	
116	(345°52'30")	(14.165)	
117	(345°52'30")	(14.165)	
118	(345°52'30")	(14.165)	
119	(345°52'30")	(14.165)	
120	(345°52'30")	(14.165)	
121	(345°52'30")	(14.165)	
122	(345°52'30")	(14.165)	

SCHEDULE OF SHORT & CURVED BOUNDARIES			
73	28.30.50"	2.43	2.44
74	15.53.35"	2.015	2.015
75	179.53.50"	14.765	14.888
76	179.53.50"	14.765	14.888
77	179.53.50"	14.765	14.888
78	179.53.50"	14.765	14.888
79	179.53.50"	14.765	14.888
80	179.53.50"	14.765	14.888
81	179.53.50"	14.765	14.888
82	179.53.50"	14.765	14.888
83	179.53.50"	14.765	14.888
84	179.53.50"	14.765	14.888
85	179.53.50"	14.765	14.888
86	179.53.50"	14.765	14.888
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118	179.53.50"	14.765	14.888
119	179.53.50"	14.765	14.888
120	179.53.50"	14.765	14.888
121	179.53.50"	14.765	14.888
122	179.53.50"	14.765	14.888



SCHEDULE OF EASEMENT BOUNDARIES			
No.	BEARING	DIST	ARC
1	(302°07'15")	(1.995)	
2	(302°07'15")	(2.04)	
3	(72°41'20")	(3.48)	
4	(65°30'50")	(4.48)	
5	(65°30'50")	(4.48)	
6	(38°19'05")	(15.27)	
7	(38°19'05")	(15.16)	
8	(38°19'05")	(15.16)	
9	(38°19'05")	(15.16)	
10	(38°19'05")	(15.16)	
11	(38°19'05")	(15.16)	
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37	(38°19'05")	(15.16)	
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77	(38°19'05")	(15.16)	
78	(38°19'05")	(15.16)	
79	(38°19'05")	(15.16)	
80	(38°19'05")	(15.16)	

1) EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH  
2) EASEMENT FOR GAS MAIN VARIABLE WIDTH (WHOLE LOT 1)  
3) EASEMENT FOR ACCESS FOR WASTE MANAGEMENT (WHOLE LOT 1)

Surveyor: DAVID BROOKHEAD  
Date of Survey: 28-08-2014  
Surveyor Ref: 6047

PLAN OF SUBDIVISION OF LOT 1001 IN DP 1151733

L.G.A. BANKSTOWN  
Locality: VILLAWOOD  
Subdivision No: 2912014  
Lengths are in metres Reduction Ratio: 1:1000

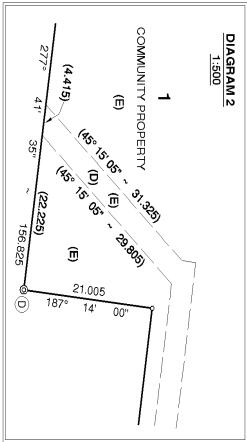
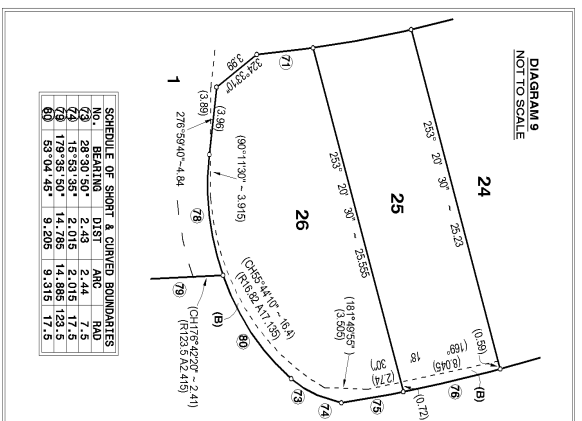
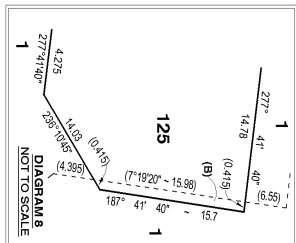
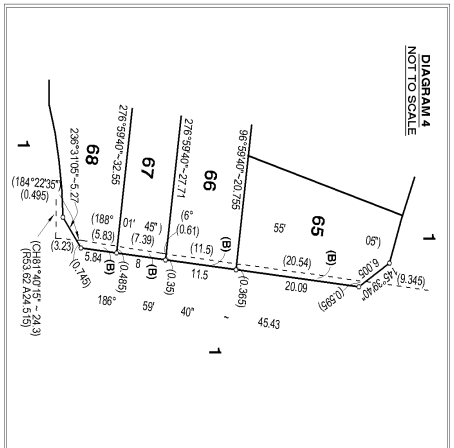
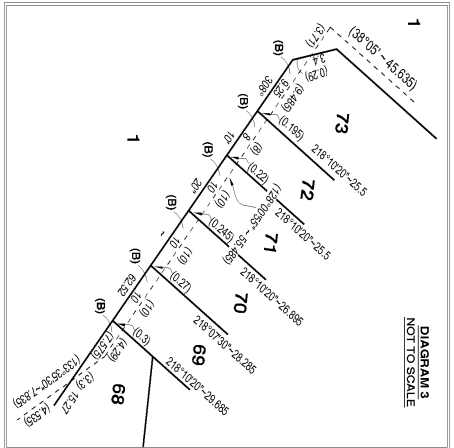
Registered  
31.3.2015

DP270687

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 8 of 9 Sheets



PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

epan Sheet No. 9 of 9 Sheets

# COMMUNITY PROPERTY PLAN

FOR EASEMENT DETAILS SEE SHEET 4.8

SCHEDULE OF SHORT & CURVED BOUNDARIES					
NO.	BEARING	DIST	ARC	RAD	
1	278°10'05"	4.865			
2	203°43'55"	3.4			
3	164°12'30"	3.615			
4	128°10'20"	2			
5	119°55'20"	3			
6	85°28'25"	30.875	30.88	107.5	
7	30°03'40"	2.905			
8	119°55'40"	2.905			
9	119°55'40"	5.7			
10	145°39'40"	6.005			
11	145°39'40"	6.005			
12	145°39'40"	6.005			
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202	145°39'40"	6.005			
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231	145°39'40"	6.005			
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244	145°39'40"	6.005			
245	145°39'40"	6.005			
246	145°39'40"	6.005			
247	145°39'40"	6.005			
248	145°39'40"	6.005			
249	145°39'40"	6.005			
250	145°39'40"	6.005			
251	145°39'40"	6.005			
252	145°39'40"	6.005			
253	145°39'40"	6.005			
254	145°39'40"	6.005			
255	145°39'40"	6.005			
256	145°39'40"	6.005			
257	145°39'40"	6.005			

DP270687

**COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS**

.....  
**ATTENTION**

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

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

[illegible]


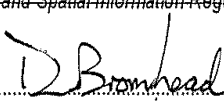
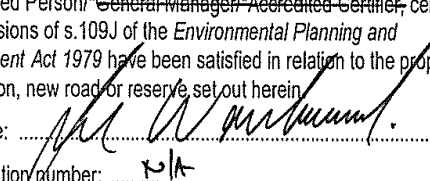
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan


DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)

Registered:  31.3.2015 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP270687</div> <div style="text-align: right;">(DOC.A)</div>
PLAN OF SUBDIVISION OF LOT 1001 IN DP 1151793	LGA: BANKSTOWN Locality: VILLAWOOD Parish: LIBERTY PLAINS County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	Survey Certificate I, DAVID BROMHEAD of SDG LAND DEVELOPMENT SOLUTIONS PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 28-08-2014 *(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: 6/11/2014 Surveyor ID: 579 Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, <u>IAN WOODWARD</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: <u>PLA</u> Consent Authority: <u>BANKSTOWN CITY COUNCIL</u> Date of endorsement: <u>9 MARCH 2015</u> Subdivision Certificate number: <u>SUB 291/2014</u> File number: <u>S. 291/2014</u> *Strike through if inapplicable.	Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Plans used in the preparation of survey/compilation. DP 1151793 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 6047

PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 7 sheet(s)
<b>Registered:</b>  31.3.2015 <b>Office Use Only</b>	<b>Office Use Only</b> <div style="text-align: center; font-size: 2em; font-weight: bold;">DP270687</div> <div style="text-align: center;">(DOC.A)</div>	
<b>PLAN OF SUBDIVISION OF LOT 1001 IN DP 1151793</b>		Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A
Subdivision Certificate number: <u>SUB 291 / 2014</u> Date of endorsement: <u>9 MARCH 2015</u>		
<b>Name of Development (Optional)</b>  IRONBARK ESTATE	<b>Address for Service of Notices</b>  C/- CHANGE STRATA MANAGEMENT PTY LTD GPO Box 3822 SYDNEY NSW 2001	
<b>WARNING STATEMENT (Approved Form 7)</b> This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i> . Any changes will be recorded in a replacement schedule.		<b>VALUER'S CERTIFICATE (Approved Form 9)</b> I, <u>ROBERT WILSON</u> , of <u>LANDMARK WHITE (SYDNEY) P/L</u> , being a Valuer registered under the <i>Valuers Registration Act 1975</i> , certify that; * (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on <u>13/08/2014</u> . * (b) <del>The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.</del> Signature: <u>Robert Wilson</u> Dated: <u>16/11/2014</u>
<b>UPDATE NOTE (Approved Form 8)</b> This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^ ..... <small>* Strike through if inapplicable          ^ Insert registration date of previous schedule</small>		
<b>SCHEDULE OF UNIT ENTITLEMENT</b>  SEE SHEETS 3-5		
If space is insufficient use annexure sheet -Plan Form 6A		
Surveyor's Reference: 6047		


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Registered:  31.3.2015 PLAN OF SUBDIVISION OF LOT 1001 IN DP 1151793 Subdivision Certificate number: <u>SUB 291/2014</u> Date of Endorsement: <u>9 MARCH 2015</u>	Office Use Only <div style="font-size: 2em; font-weight: bold;">DP270687</div> (DOC.A) This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
---	---

## SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		33	42	
2	60		34	42	
3	42		35	42	
4	52		36	51	
5	52		37	52	
6	52		38	52	
7	52		39	71	
8	52		40	65	
9	52		41	67	
10	52		42	61	
11	52		43	75	
12	52		44	55	
13	52		45	74	
14	52		46	67	
15	52		47	42	
16	52		48	69	
17	52		49	79	
18	52		50	60	
19	52		51	45	
20	52		52	63	
21	52		53	87	
22	52		54	73	
23	52		55	70	
24	52		56	70	
25	42		57	83	
26	53		58	83	
27	74		59	85	
28	53		60	82	
29	76		61	61	
30	72		62	61	
31	49		63	72	
32	42		64	72	

Surveyor's Reference: 6047




PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Registered:  31.3.2015

Office Use Only

DP270687

Office Use Only

PLAN OF SUBDIVISION OF LOT 1001 IN DP 1151793

(DOC.A)

Subdivision Certificate number: SUB 291/2014

Date of Endorsement: 9 MARCH 2015

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

## SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
65	69		97	48	
66	58		98	46	
67	50		99	48	
68	76		100	53	
69	60		101	57	
70	57		102	55	
71	54		103	56	
72	42		104	56	
73	63		105	57	
74	66		106	56	
75	52		107	54	
76	52		108	42	
77	62		109	52	
78	63		110	52	
79	53		111	42	
80	55		112	52	
81	60		113	61	
82	76		114	42	
83	61		115	52	
84	52		116	52	
85	52		117	52	
86	52		118	52	
87	52		119	52	
88	52		120	52	
89	52		121	52	
90	75		122	52	
91	52		123	53	
92	52		124	52	
93	52		125	67	
94	52		126	48	
95	52		127	42	
96	47		128	42	

Surveyor's Reference: 6047


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Registered:  31.3.2015

Office Use Only

## DP270687

Office Use Only

(DOC.A)

PLAN OF SUBDIVISION OF LOT 1001 IN DP 1151793

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SUB 291/2014

Date of Endorsement: 9 MARCH 2015

## SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
129	42		156	52	
130	42		157	52	
131	42		158	52	
132	42		159	52	
133	42		160	52	
134	42		161	52	
135	42		162	52	
136	42		163	52	
137	42		164	52	
138	42		165	52	
139	42		166	52	
140	42		167	52	
141	54		168	52	
142	65		169	52	
143	57		170	52	
144	52		171	52	
145	52		172	78	
146	52		173	66	
147	52		174	52	
148	52		175	52	
149	52		176	56	
150	52		177	56	
151	58		178	52	
152	52		179	52	
153	52		180	67	
154	52		181	52	
155	52		182	75	
			TOTAL	10000	

Surveyor's Reference: 6047


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

Registered:  31.3.2015 Office Use Only	Office Use Only <h1 style="margin: 0;">DP270687</h1> (DOC.A)
PLAN OF SUBDIVISION OF LOT 1001 IN DP 1151793	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
Subdivision Certificate number: <u>SUB 291 2014</u> Date of Endorsement: <u>9 MARCH 2015</u>	

STREET ADDRESS IS UNKNOWN

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

1. RESTRICTION ON THE USE OF LAND
2. POSITIVE COVENANT
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. EASEMENT FOR ACCESS & DRAINAGE PURPOSES VARIABLE WIDTH (A) (WHOLE LOT 1)
6. EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH (B)
7. POSITIVE COVENANT
8. EASEMENT TO DRAIN WATER 2 WIDE (C)
9. EASEMENT TO DRAIN WATER 3 & 3.5 WIDE (D)
10. EASEMENT FOR EMERGENCY OVERLAND FLOW VARIABLE WIDTH (E)
11. EASEMENT TO DRAIN WATER 1 WIDE (F)
12. EASEMENT TO DRAIN WATER 1.2 WIDE (G)
13. EASEMENT TO DRAIN WATER 1.5 WIDE (H)
14. EASEMENT TO DRAIN WATER 1.7 WIDE (M)
15. EASEMENT TO DRAIN WATER 2 WIDE (J)
16. EASEMENT TO DRAIN WATER 2.3 WIDE (N)
17. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE AND VARIABLE (K)
18. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (L)
19. EASEMENT FOR GAS MAIN VARIABLE WIDTH (P) (WHOLE LOT 1)
20. EASEMENT FOR ACCESS FOR WASTE MANAGEMENT (Q) (WHOLE LOT 1)
21. EASEMENT FOR OVERHANG, ACCESS & MAINTENANCE 0.9 WIDE (S)

Surveyor's Reference: 6047


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection


ePlan

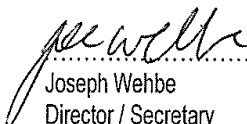
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

Registered:  31.3.2015	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 1001 IN DP 1151793		DP270687 (DOC.A)
Subdivision Certificate number: .....	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Date of Endorsement: .....		

Executed by )  
Chester Hill Pty. Ltd )  
ACN 140 957 366 )  
in accordance with S127 of )  
The Corporations Act 2001 )

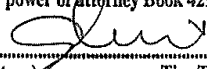
  
.....  
Timothy Andrew Roberts  
Director

  
.....  
Joseph Wehbe  
Director / Secretary

CONSENT OF MORTGAGEE

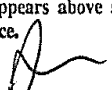
Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee

SIGNED by ADAM BEAUMONT as  
attorney for Westpac Banking Corporation  
under power of Attorney Book 4299 No. 332

  
.....  
(Signature) Tier Three Attorney

By Executing this instrument the attorney  
states that the attorney has received no notice  
of the revocation of the power of attorney.

I certify that I am an eligible witness and that the  
attorney whose signature appears above signed  
this instrument in my presence.

Signature of witness:   
Name of witness: JESSICA SZAKACS

Address of witness: Level 3, 275 Kent St  
Sydney NSW 2000

S117RP Act requires that you must have known  
the signatory for more than 12 months or have  
sighted indentifying documentation.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6047

# DP270687

## COVER SHEET FOR SECTION 88B INSTRUMENT

.....  
**ATTENTION**  
.....

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

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	31.3.2015	9	20

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

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

Lengths are in metres

ePlan (DOC.1)  
 (Sheet 1 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
 covered by Subdivision Certificate No. *SUB 291/2014*

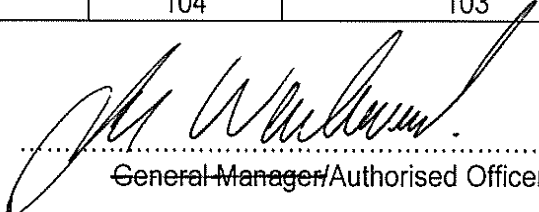
Full name and address of the  
 owner of the land:

Chester Hill Pty Ltd.  
 PO Box 6252  
 PARRAMATTA NSW 2124.

**PART 1**

No. of item shown in the intention panel on the plan	Identity of easements restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Restriction on the use of land	1	Bankstown City Council
2	Positive covenant	1	Bankstown City Council
3	Restriction on the use of land	1	Bankstown City Council
4	Restriction on the use of land	1	Bankstown City Council
5	Easement for access & drainage purposes variable width (A) <i>(whole Lot 1)</i>	1	Sydney Water Corporation
6	Easement for water supply purposes variable width (B)	1 25, 26 46, 47, 48 65-73 incl. 83-89 incl. 95 125	Sydney Water Corporation
7	Positive covenant	1	Sydney Water Corporation
8	Easement to drain water 2 wide (C)	173,174 175,176 177-179 incl. 180-182 incl.	23,24/32237 23-25/32237 23-27/32237 23-27/32237, 52/36722
9	Easement to drain water 3 & 3.5 wide (D)	1	Bankstown City Council
10	Easement for emergency overland flow variable width (E)	1	Bankstown City Council
11	Easement to drain water 1 wide (F)	28 40 41 45 48 55 75 104	29 39 42 44 44, 45, 49 56 74 103

APPROVED BY BANKSTOWN CITY COUNCIL

  
 General Manager/Authorised Officer

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

ePlan (DOC.1)

Lengths are in metres

(Sheet 2 of 20 sheets)

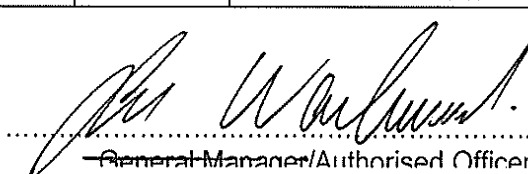
Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
 covered by Subdivision Certificate No. SUB...291/2014

**PART 1**

12	Easement to drain water 1.2 wide (G)	27	28, 29
		53	54, 55, 56
		54	55, 56
		58	57
		59	57, 58
		60	57, 58, 59
		62	61
		63	61, 62
		64	61, 62, 63, 65
		76	74, 75
		77	74, 75, 76
		97	98 - 102 incl.
		98	99, 100, 101, 102
		99	100, 101, 102
		100	101, 102
		101	102
		105	103, 104
		106	103, 104, 105
		121	122, 123, 124, 125
		122	123, 124, 125
		123	124, 125
		124	125
13	Easement to drain water 1.5 wide (H)	37	30
		50	39 - 43 incl. 51, 52
		51	39 - 43 incl. 52
		52	39 - 43 incl.
		66	61 - 65 incl.
		67	61 - 66 incl.
		68	61 - 67 incl.
		78	74, 75, 76, 77
		90	82
		95	96 - 102 incl.
		96	97 - 102 incl.
		115	116 - 125 incl.
		116	117 - 125 incl.
		117	118 - 125 incl.
		118	119 - 125 incl.
		119	120 - 125 incl.
		120	121 - 125 incl.

APPROVED BY BANKSTOWN CITY COUNCIL

  
 General Manager/Authorised Officer

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

Lengths are in metres

ePlan (DOC.1)

(Sheet 3 of 20 sheets)

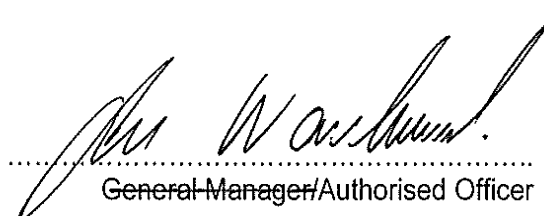
Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
 covered by Subdivision Certificate No. SUB 291/2014

**PART 1**

14	Easement to drain water 1.7 wide (M)	3 4 5 6 49	2 2, 3 4, 3, 2 5, 4, 3, 2 44, 45
15	Easement to drain water 2 wide (J)	7 8 9 10 11 12 113 114	2 - 6 incl. 2 - 7 incl. 2 - 8 incl. 2 - 9 incl. 2 - 10 incl. 2 - 11 incl. 114 - 125 incl. 115 - 125 incl.
16	Easement to drain water 2.3 wide (N)	13 14 15	2 - 12 incl. 2 - 13 incl. 2 - 14 incl.
17	Easement for electricity & other purposes 2 wide and variable (K)	1	Ausgrid ABN 67 505 337 385
18	Right of carriageway variable width (L)	1	Ausgrid ABN 67 505 337 385
19	Easement for gas main variable width (P) (Whole Lot 1)	1	Jemena Gas Networks (NSW) Ltd ACN 003 004 322
20	Easement for access for waste management (Q) (Whole Lot 1)	1	Bankstown City Council
21	Easement for overhang, access and maintenance 0.9 wide (S)	2 3 6 7 10 10 13 14 19 22 22 23 24	3 4 5 6 9 11 12 13 18 21 23 24 25

APPROVED BY BANKSTOWN CITY COUNCIL

  
 General Manager/Authorised Officer



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

ePlan (DOC.1)

Lengths are in metres

(Sheet 4 of 20 sheets)

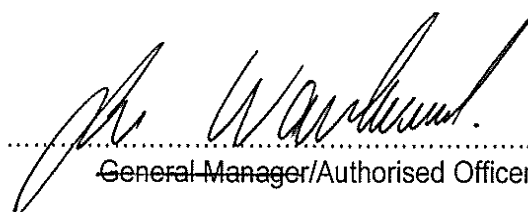
Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
 covered by Subdivision Certificate No. SUB.291 2014

**PART 1**

21 cont.	Easement for overhang, access and maintenance 0.9 wide ( <i>continued</i> )	25	26
		27	28
		28	29
		32	31
		33	32
		34	33
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		90	91

APPROVED BY BANKSTOWN CITY COUNCIL

  
 General Manager/Authorised Officer

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

Lengths are in metres

ePlan (DOC.1)  
 (Sheet 5 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
 covered by Subdivision Certificate No. *SCB 291/2014*

**PART 1**

21 cont.	Easement for overhang, access and maintenance 0.9 wide ( <i>continued</i> )	91	92
		92	93
		93	94
		96	95
		96	97
		97	98
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		125	124
		126	127

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*[Signature]*  
 .....  
 General Manager/Authorised Officer

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

ePlan (DOC.1)

Lengths are in metres

(Sheet 6 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
 covered by Subdivision Certificate No. SCB 291 | 2014

**PART 1**

21 cont.	Easement for overhang, access and maintenance 0.9 wide ( <i>continued</i> )	127	126
		134	135
		140	141
		145	146
		146	147
		147	148
		148	149
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		172	173

APPROVED BY BANKSTOWN CITY COUNCIL

  
 .....  
 General Manager/Authorised Officer

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

Lengths are in metres

ePlan (DOC.1)

(Sheet 7 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. S.C.B. 291/2014

**PART 2**

**1. Terms of restriction on use numbered 1 in the plan**

The Proprietor of the lot burdened must not:

- (a) Erect, construct or place any building or other structure and/or
- (b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks gutters or any other structure associated with the on-site stormwater detention and retention system.

Within the land so burdened without the prior written consent of Bankstown City Council.

Name of authority having the power to release, vary or modify the restriction on use numbered 1 in the plan is Bankstown City Council

**2. Terms of positive covenant numbered 2 in the plan**

1. The registered proprietor, in respect to the On Site Stormwater Detention and Retention System (which expressions includes all ancillary gutters, pipes, drains, walls, safety fences, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater hereinafter called "the system.") erected on the land so burdened, will:
  - a) Permit stormwater runoff to be temporarily detained by the system.
  - b) Keep the system clean and free from silt, rubbish and debris.
  - c) Maintain and repair the system so that it functions in a safe and efficient manner.
  - d) Replace, maintain, repair, alter and renew the whole or parts of the system within the time and in the manner if directed in a written notice issued by Council.
  - e) Carry out the matters referred to in paragraphs (b), (c) and (d) at the registered proprietor's expense.
  - f) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause.
  - g) Comply with the terms of any written notice by the Council in respect to the requirements of this clause within the time stated in the notice.

APPROVED BY BANKSTOWN CITY COUNCIL

  
.....  
General Manager/Authorised Officer

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

ePlan (DOC.1)

Lengths are in metres

(Sheet 8 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. SUB.291 2014

**PART 2**

2. In the event the registered proprietor fails to comply with the terms of any written notice served in respect of the matters in clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operations of the system and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover any costs of legal proceedings and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land will be disturbed little as possible.

Name of authority having the power to release, vary or modify the positive covenant numbered 2 in the plan is Bankstown City Council

**3. Terms of restriction on use numbered 3 in the plan**

The registered proprietor shall be prohibited from the benefit of any future residential entitlements to the lot.

Name of authority having the power to release, vary or modify terms of restriction on use numbered 3 in the plan is Bankstown City Council

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.....  
General Manager/Authorised Officer

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

Lengths are in metres

ePlan (DOC.1)  
(Sheet 9 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. SUB 291 2014

**PART 2**

**4. Terms of restriction on use numbered 4 in the plan**

The proprietor of the lot burdened must not:

- a) Obstruct the flowpath for overland stormwater runoff from upstream properties and Council's Road Reserve and shall maintain the drainage easement and floodway boundaries to the satisfaction of Council.
- b) Plant trees or shrubs within Council's easement and floodway boundaries.
- c) Change approved levels and/or the construction of walls and landscaping within Council's drainage easement and floodway boundaries without the permission and approval of Council.
- d) Fence across the floodway or overland flowpath and shall maintain and allow for the passage of surface flow of stormwater to the satisfaction of Council.

Name of authority having the power to release, vary or modify terms of restriction on use numbered 4 in the plan is Bankstown City Council

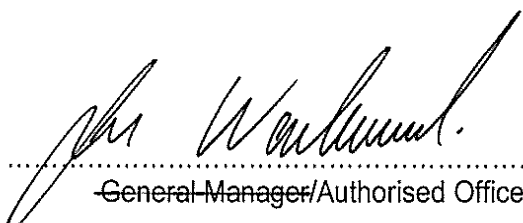
**5. Terms of easement numbered 5 in the plan**

An Easement for Access and Drainage Purposes in the terms set out in Part 2 of Memorandum 5736755 filed in the office of Land and Property Information New South Wales.

The terms of this easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes and Positive Covenant in the abovementioned plan.

Name of person or Authority empowered to release, vary or modify terms of easement numbered 5 in the plan is Sydney Water Corporation

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.....  
General Manager/Authorised Officer

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

Lengths are in metres

ePlan (DOC.1)

(Sheet 10 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. SUB 291 2014

**PART 2**

**6. Terms of easement numbered 6 in the plan**

An Easement for Water Supply Purposes in the terms set out in Part 1 of Memorandum 5736755 filed in the office of Land and Property New South Wales.

The terms of easement are to be read in conjunction with the terms of Easement for Access and Drainage Purposes and Positive Covenant in the above mentioned plan.

Name of person or Authority empowered to release, vary or modify terms of easement numbered 6 in the plan is Sydney Water Corporation

**7. Terms of positive covenant numbered 7 in the plan**

A Positive Covenant in the terms set out in Part 3 of Memorandum 5736755 filed in the office of Land and Property New South Wales.

The terms of this Positive Covenant are to be read in conjunction with the terms of Easement for Water Supply Purposes and the Easement for Access and Drainage Purposes in the abovementioned plan.

Name of person or Authority empowered to release, vary or modify terms of positive covenant numbered 7 in the plan is Sydney Water Corporation

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.....  
General Manager/Authorised Officer

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

ePlan (DOC.1)

Lengths are in metres

(Sheet 11 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. *SCB...2911/2014*

**PART 2**

**8. Terms of easement numbered 8 in the plan**

The statutory terms of Easement to Drain Water in Schedule 4A of the Conveyancing Act, 1919 adopted.

Name of person or Authority empowered to release, vary or modify terms of easement numbered 8 in the plan is Bankstown City Council

**9. Terms of easement numbered 9 in the plan**

The statutory terms of Easement to Drain Water in Schedule 4A of the Conveyancing Act, 1919 adopted.

Name of person or Authority empowered to release, vary or modify terms of easement numbered 9 in the plan is Bankstown City Council

**10. Terms of easement numbered 10 in the plan**

The registered proprietor(s) covenant as follows with the Authority benefited in respect to the easement for emergency overland flow shown (E) on the plan:

- a) Keep the emergency overland flowpath clean and free from silt, rubbish and debris.
- b) Maintain and repair at the sole expense of the registered proprietor(s) the site of the easement for emergency overland flow show (E) so that it functions in a safe and efficient manner.
- c) An unobstructed flow path will be maintained within the site of the easement show (E)
- d) Trees or shrubs shall not be planted within the site of the easement unless approved in writing by Council.
- e) Changes to approved levels and/or the construction of walls and landscaping shall not occur within the site of the easement unless approved in writing by Council.
- f) Any special fencing requirements, as required by Council within the easement site, shall not be allowed to fall into disrepair and shall not block the free passage of emergency overland flow

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.....  
General Manager/Authorised Officer



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

Lengths are in metres

ePlan (DOC.1)  
(Sheet 12 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. SCB 291/2014

**PART 2**

**11. Terms of easement for electricity and other purposes numbered 17 in the plan**

An easement is created on the terms and conditions set out in the memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

**12. Terms of right of carriageway numbered 18 in the plan**

The terms of the easement numbered 18 in the plan are in Part 1 of Schedule 4A of the Conveyancing Act 1919 together with the right to park vehicles upon the right of carriageway.

**13. Terms of easement for gas main numbered 19 in the plan**

1. For the purposes of this Instrument, the following words have the following meanings unless the contrary intention appears:

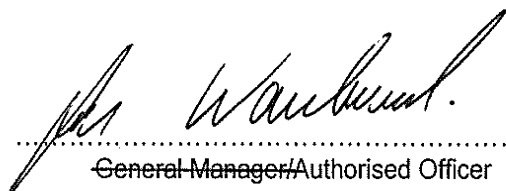
"**Apparatus**" means mains, and pipes and other apparatus used for the conveyance, control, measurement and distribution of the Substances and for purposes incidental thereto,

"**Easement Site**" means that part of the Lot Burdened identified as being subject to the Easement in the Plan which accompanies this Instrument.

"**Jemena**" means Jemena Gas Networks (NSW) Ltd ABN 87 003 004 322 and its successors and its officers, agents, employees and other persons authorised by it.

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

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.....  
General Manager/Authorised Officer

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

Lengths are in metres

ePlan (DOC.1)

(Sheet 13 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. SUB 291 | 2014

**PART 2**


2. Full and free right and licence for Jemena to construct Apparatus on the Easement Site including above and below the surface for the conveyance of Substances through, under and across the Easement Site and to use, examine, re-lay, alter, renew, maintain and remove such Apparatus TOGETHER WITH the following rights:

- a) a right of support of the Apparatus;
- b) to enter, pass and re-pass on the Lot Burdened with or without vehicles, to gain access to the Easement Site and to remain there for any reasonable time with or without workmen, materials and machinery;
- c) to remove any obstructions which encroach onto the Easement Site or prevent reasonable access to the Easement Site;
- d) to excavate the Lot Burdened within the Easement Site for the purposes of this easement.

3. In the exercise of its rights under this easement Jemena shall take reasonable precautions to cause as little disturbance as possible to the surface of the Easement Site and upon completion of the work will restore the surface to its former condition as far as reasonably practicable but Jemena shall not be obliged to restore or rebuild any building structure, roadway, pavement, pipeline cable or other improvement, erected upon, through or under the Easement Site.

The proprietor of the Lot Burdened undertakes that no structure, pipeline, cable or other improvement will be erected upon, over or under the Lot Burdened within the Easement Site without the prior consent in writing of Jemena AND that the proprietor has before the execution of this easement obtained any consent and approvals required from any other person or authority which holds an easement over the Lot Burdened.

APPROVED BY BANKSTOWN CITY COUNCIL

  
.....  
General Manager/Authorised Officer

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

ePlan (DOC.1)

Lengths are in metres

(Sheet 14 of 20 sheets)

Plan: **DP270687**

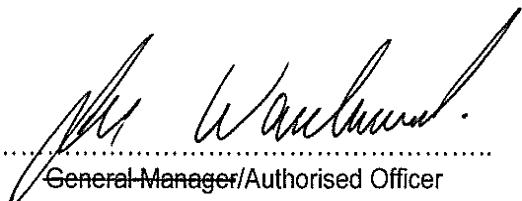
Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. **SCB 291** | 2014

**PART 2**

**14. Terms of easement numbered 20 in the plan**

1. The body having the benefit of this easement may:
  - a) provide waste management services supplied by that body through the lot burdened, but only within the site of this easement, and
  - b) do anything reasonably necessary for that purpose, including:  
entering the lot burdened; and
  - c) taking anything on to the lot burdened.
2. In exercising its powers under this easement, the body having the benefit of this easement must:
  - a) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
  - b) cause as little damage as is practicable to the lot burdened and any improvement on it; and
  - c) in the event any damage is caused, restore the lot burdened as nearly as is practicable to its former condition; and
  - d) make good any collateral damage.
3. The owner of the lot burdened must indemnify the body having the benefit of this easement immediately on demand for any damage or loss incurred by that body in exercising its powers under this easement, except such loss or damage caused by the default, neglect or intentional act or omission of that body.
4. For the purposes of this easement, **waste management services** includes the collection of waste and refuse such as garbage, recycling and green waste from receptacles maintained by the lot burdened for that purpose.

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.....  
General Manager/Authorised Officer

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

ePlan (DOC.1)

Lengths are in metres

(Sheet 15 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. SUB 291 | 2014

**PART 2**

**15. Terms of easement numbered 21 in the plan**

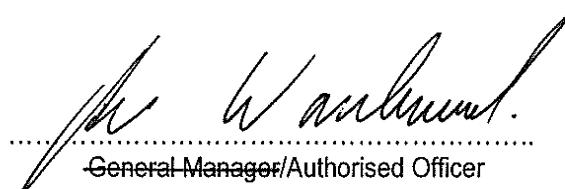
1. In this Easement for Overhang, Access & Maintenance:

“**easement site**” means that area of the lot burdened shown on the plan as being affected by “Easement for Overhang, Access & Maintenance 0.9 wide”.

Subject to clause 3, the body having the benefit of this easement may:

- (a) With prior reasonable notice given to the owner or occupier of the lot burdened, use the easement site for the purpose of carrying out necessary work (including maintenance and repair) on:
    - (i) The lot benefitted; and
    - (ii) Any structure belonging to the owner of the lot benefitted, which cannot otherwise reasonably be carried out; and
  - (b) Do anything reasonably necessary for that purpose, including:
    - (i) Entering into the lot burdened;
    - (ii) Taking anything onto the lot burdened; and
    - (iii) Carrying out necessary works such as constructing, placing, repairing or maintaining structures and overhanging structures
  - (c) May insist that the overhanging structures including gutters, fascias, window sills, downpipes forming part of the structure of the lot benefitted which, when this easement was created, overhung the lot burdened remain, but only to the extent that they are within the site of this easement; and
  - (d) Must keep the overhanging structures in good repair and safe condition.
2. The rights under this Easement for Overhang, Access & Maintenance are limited to the extent necessary to permit the owner of the lot benefitted to maintain and repair the exposed areas of:
- (a) The lot benefitted; and
  - (b) Any structure belonging to the owner of the lot benefitted.

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.....  
General Manager/Authorised Officer

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

Lengths are in metres

ePlan (DOC.1)  
(Sheet 16 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. **SCB...291** | 2014

**PART 2**

3. In exercising the rights under this clause 3, the owner of the lot benefited must:
- (a) Ensure all work on the lot benefited is done properly and carried out as quickly as is practicable;
  - (b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
  - (c) Cause as little damage as is practicable to the lot burdened and any improvements on it;
  - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
  - (e) Make good any collateral damage
4. The owner of the lot burdened is not by the creation of this easement prohibited from constructing the following improvements within the easement site:
- (a) Fencing and gates;
  - (b) Garbage bin storage;
  - (c) Meter boxes for gas and electricity;
  - (d) Retaining walls and landscaping; and
  - (e) Other similar structures or improvements

provided the improvements do not significantly interfere with the use and enjoyment of the easements rights granted to the owner of the lot benefited under this easement.

5. The owners of each lot acknowledge that it is not the responsibility of Bankstown City Council to determine any dispute in relation to the maintenance of this easement and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority having the power to release, vary or modify the Easement numbered 21 in the plan is **Bankstown City Council**

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General Manager/Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND  
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ePlan (DOC.1)

Lengths are in metres

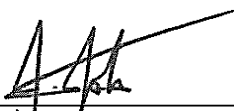
(Sheet 17 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. Sub 291/2014

**SYDNEY WATER ATTESTATION**

Executed by Sydney Water Corporation ABN  
49 776 225 038 pursuant to section 50(3)(a) of the  
*Interpretation Act 1987* by an authorised delegate:

  
\_\_\_\_\_  
Signature of witness

JOSHUA JOHNS  
\_\_\_\_\_  
Name of witness

  
\_\_\_\_\_  
Signature of authorised delegate

Gwendy Arnot  
\_\_\_\_\_  
Name of authorised delegate

Manager, Corporate Services  
\_\_\_\_\_  
Title of authorised delegate

17/02/2015  
\_\_\_\_\_  
Date

Address of Witness

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
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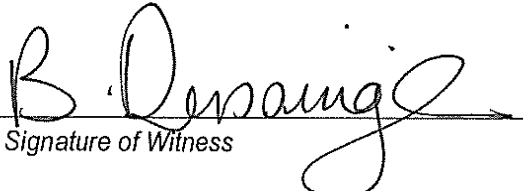
ePlan (DOC.1)  
(Sheet 19 of 20 sheets)

Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. **SUB.291/2014**


**SIGNATURES**

EXECUTED for and on behalf of JEMENA GAS NETWORKS (NSW) LTD ACN 003 004 322 by its  
authorised representative:

  
Signature of Witness

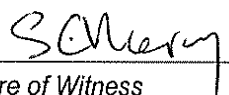
**Betti Reissinger**

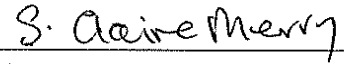
Full name of Witness

  
Signature of Authorised Representative

**Paul Adams**

Full name of Authorised Representative

  
Signature of Witness

  
Full name of Witness

  
Signature of Authorised Representative

**Joanne Pearson**

Full name of Authorised Representative



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND  
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ePlan (DOC.1)  
(Sheet 20 of 20 sheets)

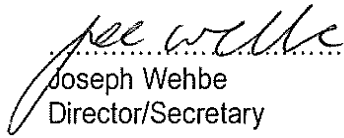
Plan: **DP270687**

Plan of subdivision of Lot 1001 in DP 1151793  
covered by Subdivision Certificate No. SUB 291/2014

**SIGNATURES**

Executed by )  
Chester Hill Pty Limited )  
ACN 140 957 366 )  
In accordance with s127 of )  
The Corporation Act 2001 )


  
.....  
Timothy Andrew Roberts  
Director

  
.....  
Joseph Wehbe  
Director/Secretary

Consent of mortgagee

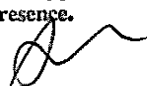
Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee

SIGNED by ADAM BEAUMONT  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

  
.....  
(Signature) Tler Three Attorney

By Executing this instrument the attorney  
states that the attorney has received no notice  
of the revocation of the power of attorney.

I certify that I am an eligible witness and that the  
attorney whose signature appears above signed  
this instrument in my presence.

Signature of witness:   
.....

Name of witness: JESSICA SZAKACS

Address of witness: Level 3, 275 Kent St  
Sydney NSW 2000

S117RP Act requires that you must have known  
the signatory for more than 12 months or have  
sighted indentifying documentation.

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31.3.2015

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**80 Miller Road Villawood**

**Subdivision of Lot 1001 in DP 1151793**

**Community Management Statement**

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND AND PROPERTY INFORMATION

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# DP270687

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## Contents

Definitions .....	5
Interpretation.....	8
Part 1 By-Laws Fixing Details of Development.....	11
By-Law 1.    Architectural Standards .....	11
By-Law 2.    Building Works and Alterations .....	11
By-Law 3.    External Fixtures .....	13
By-Law 4.    Maintenance.....	14
Part 2 Restricted Community Property .....	15
By-Law 5.    Restricted property by-law – The Recreational Facilities .....	15
5.1    Generally.....	15
5.2    Hours.....	15
5.3    Risk .....	15
5.4    Repair and use .....	16
5.5    Liability for others .....	16
5.6    Access Keys.....	16
5.7    Definitions.....	17
Part 3 Mandatory Matters .....	18
By-Law 6.    Accessways .....	18
By-Law 7.    Community Property.....	19
By-Law 8.    Landscaped Areas .....	19
By-Law 9.    Visitor Parking .....	20
By-Law 10.   Fencing .....	20
By-Law 11.   Garbage .....	21
By-Law 12.   Services .....	21
By-Law 13.   Insurance .....	22
By-Law 14.   Executive Committee .....	23
By-Law 15.   Meetings.....	24
By-Law 16.   Amounts Payable .....	26
Part 4 Optional Matters.....	27
By-Law 17.   Contracts.....	27
By-Law 18.   Remedy.....	27
By-Law 19.   Not Liable for Damage .....	27
By-Law 20.   Communications with Community Association.....	27

# DP270687

ePlan

By-Law 21.	Rules .....	28
By-Law 22.	Behaviour of Owners, Occupiers and Permitted Persons .....	28
By-Law 23.	Keeping of Animals .....	29
By-Law 24.	Washing .....	29
By-Law 25.	Storage of Flammable Liquids.....	30
By-Law 26.	Rubbish and Waste Material .....	30
By-Law 27.	Community Association's right to enter into contracts.....	30
By-Law 28.	Private Services .....	30
By-Law 29.	Proprietor and Occupier responsible for others.....	31
By-Law 30.	Community Associations right to recover money .....	31
By-Law 31.	Noise .....	31
By-Law 32.	Obligations of Proprietors regarding services .....	31
By-Law 33.	Control of Lessees/Licensees .....	32
By-Law 34.	Reimbursement of costs, charges and expenses.....	32
By-Law 35.	Compliance with requirements of Authorities .....	32
By-Law 36.	Observance of Notices.....	32
By-Law 37.	Compliance with Easements.....	32
By-Law 38.	Service of Documents by Email .....	32
Part 5 By-Laws Required By Public Authority.....		34
By-Law 39.	Sydney Water.....	34
By-Law 40.	Ausgrid .....	34
Signatures, Consents and Approvals.....		35

**DP270687**

ePlan

**Community Land Development Act 1989  
Community Land Management Act 1989**

**Community Management Statement**

**Warning**

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

DP270687

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## Definitions

### A. Statutory Definitions

A word has the meaning given to it by a definition in the Community Titles Legislation if:

- (a) It is defined in the Community Titles Legislation; and
- (b) Used but not defined in this Management Statement

### B. Further Definitions

In this Management Statement these terms (in any form) mean:

**"Accessways"** the Open accessways which are constructed on lot 1 in the Community Plan and shown on the Plan of Open Accessways;

**"Annual General Meeting"** an annual general meeting of the Community Association other than the first annual general meeting;

**"Architectural Standards"** the architectural and landscape standards that form Schedule 1 to this Management Statement, as amended under this Management Statement;

**"Authorised Person"** means a person on the Community Parcel with the consent express or implied of a Proprietor or Occupier of a Lot or the Community Association;

**"Bollard Lighting"** means the external street lighting located on the Community Parcel;

**"Community Titles Legislation"** the Development Act and the Management Act;

**"Council"** Bankstown City Council;

**"Development Act"** the Community Land Development Act 1989;

**"Easements"** means any easement, covenant, profit à prendre or restriction on the use of land which burdens or benefits the Community Parcel from time to time, including as at the time of registration of the Community Plan those Easements listed in the 88B instrument relating to that Community Plan;

**"Executive Committee"** the executive committee of the Community Association as constituted or elected under this Management Statement and the Management Act;

**"Government Agency"** a governmental or semi-government, administrative, fiscal or judicial department or entity, a statutory authority of the Council;

**"Initial Period"** the meaning given to the term "initial period" in section 3 of the Management Act;

**"Landscaped Areas"** the gardens and landscaped areas (including all external lighting equipment provided by the Community Association) which are constructed on lot 1 in the Community Plan;

**"Law"** includes

- (a) The provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) A requirement, notice, order or direction received from or given by a statutory, public or other competent authority;

**"Management Act"** the Community Land Management Act 1989;

**"Management Statement"** this Community management statement;

# DP270687

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**"Managing Agent"** an agent appointed under Section 50 of the Management Act;

**"Community Association"** the Community association created on registration of the Community Plan;

**"Community Lot"** a lot in the Community Plan but does not include the Community Property;

**"Community Parcel"** the land the subject of the Community Scheme;

**"Community Plan"** the Community plan registered with this Management Statement;

**"Community Property"** lot 1 in the Community Plan;

**"Community Scheme"** the Community scheme constituted on registration of the Community Plan;

**"Occupier"** any person in lawful occupation of a Community Lot;

**"Owner"** a person for the time being recorded in the register as entitled to an interest in fee simple in a Community Lot;

**"Plan of Private Accessways"** the diagram showing the Accessways registered with the Community Plan;

**"Permitted Person"** a person on the Community Parcel with the express or implied consent of an Owner or Occupier or the Community Association;

**"Proprietor"** has the same meaning as Owner;

**"Public Authority"** means a public authority as defined in the Development Act;

**"Rules"** the rules made under this Management Statement;

**"Service":**

- (a) The supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) The provision of sewerage and drainage;
- (c) Transmission by telephone, radio, television, satellite or other means;
- (d) Security systems; and
- (e) Any other facility, supply or transmission;

**"Service Line"** 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 Services Plan over which easements will be created pursuant to section 36 of the Development Act;

**"Services Plan"** the diagram included in this Management Statement showing the private services and statutory services forming part of this Management Statement over which easements will be created pursuant to section 36 of the Development Act;

**"Service Provider"** is a statutory or Government Agency that provides a Service;

**"Vehicle"** includes a boat, trailer, caravan, car or other towable item; and

**"Works":**

- (a) A change to any building;
- (b) A change to any landscaping; or
- (c) The construction of a new building(s);
- (d) The construction of or a change to a fence

# DP270687

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Within the Community Parcel but excludes:

(e) Internal refurbishment to a building within a Lot.



# DP270687

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## Interpretation

### A. Construction

In this Management Statement a reference to:

- (a) The singular includes the plural and vice versa;
- (b) Any gender includes all other genders;
- (c) Other parts of speech and grammatical forms of defined word or phrase have a corresponding meaning;
- (d) A month or monthly means calendar month or calendar monthly;
- (e) A quarter means calendar quarter;
- (f) A person includes:
  - 1) A corporation, partnership, joint venture and government body;
  - 2) The legal representatives, successors and assigns of that person; and
  - 3) Where the context permits, the employees, agents, contractors and invitees of that person;
- (g) A document includes a reference to that document as amended or replaced;
- (h) A thing includes a part of that thing and includes a right;
- (i) A by-law, attachment or annexure, means a by-law, schedule of, or an attachment or annexure to this Management Statement;
- (j) A Law includes all Law amending, consolidating or replacing them;
- (k) A body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority; and
- (l) "including" and similar expressions are not words of limitation

### B. Parties bound jointly and individually

A covenant, representation, warranty or an agreement between more than 1 person binds them jointly and severally.

### C. Headings

- (a) Headings and bolding are for guidance only and do not affect the construction of this Management Statement.
- (b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this Management Statement.

### D. Severability

- (a) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:

# DP270687

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- 1) It is severed; and
  - 2) The remainder of these by-laws have full force and effect.
- (b) This clause has no effect if the severance alters the basic nature of this Management Statement or is contrary to public policy.

# DP270687

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## **E. Community Association Exercise of Rights**

- (a) The Community Association may exercise a right, power or remedy:
  - 1) At its discretion; and
  - 2) Separately or concurrently with another right, power or remedy.
- (b) 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.
- (c) Failure by the Community Association to exercise or delay by the Community Association in exercising a right, power or remedy does not prevent its exercise later.

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## Part 1 By-Laws Fixing Details of Development

### Amendments to By-Laws

These by-laws relate to the control and preservation of the essence or theme of the Community Scheme and may only be amended or revoked by a unanimous resolution of the Community Association (see section 17(2) of the Management Act).

### By-Law 1. Architectural Standards

#### Standards

- 1.1 The Architectural Standards that apply as at the date of the registration of the Community Plan are as set out in Schedule 1. The Community Association may from time to time with the consent of Bankstown City Council prescribe new Architectural Standards or amend Architectural Standards for the Community Parcel. The Architectural and Landscape Standards may not be added to or altered except in accordance with this By-Law 1.
- 1.2 The parties bound by this Management Statement are bound by those Architectural Standards.

#### Application to Amend

- 1.3 An Owner may request the Community Association to amend the Architectural Standards for that Lot.
- 1.4 An Application must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.

#### Decision of Community Association

- 1.5 The Community Association must refer an application to amend the Architectural Standards to a General Meeting for the decision by that General Meeting.
- 1.6 The Community Association may in order to determine an application, request additional information, reports or documents.
- 1.7 By unanimous resolution, the Community Association may amend the Architectural Standards.
- 1.8 The Community Association must register an amendment to Schedule 1 of this Management Statement after the Architectural Standards are amended in accordance with this By-Law 1.

### By-Law 2. Building Works and Alterations

#### Approvals

- 2.1 A person must not carry out Works on any Lot or Community Property unless that person first obtains written consent of the Executive Committee.
- 2.2 In addition to the approval of the Executive Committee under by-law 2.1, a person must obtain the consent of; if required, an Accredited Certifier, the Council or other Government Agency.

#### Plans and Specifications

- 2.3 Any party seeking approval for the carrying out of any Works must submit plans and specifications for the approval of the Executive Committee.

# DP270687

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- 2.4 The Executive Committee may retain the services of an independent consultant with special skills and expertise in:
- (a) architecture;
  - (b) landscaping; or
  - (c) any other relevant discipline
- to advise and assist the Executive Committee in performing its powers under this by-law.

## Decision of Executive Committee

- 2.5 The Executive Committee must not approve an application to carry out Works, if the proposed Works:
- (a) are not consistent with the essence or theme of the Community Scheme; or
  - (b) do not comply with the Architectural Standards.
- 2.6 To assist the Executive Committee with its decision on any plan and specifications, the Executive Committee may request a person to submit:
- (a) additional plans and specifications;
  - (b) additional information, reports or documents;
  - (c) details of changes to be made to the plans and specifications if a Government Agency or the Council or both require those changes; and
  - (d) any other relevant information, facts or material.
- 2.7 If the Executive Committee does not make a decision within 3 months after receiving all information required to make a decision, then it has not approved the Works.
- 2.8 If the Executive Committee approves Works, then that approval does not prevent the Executive Committee from disapproving or approving with conditions future Works of the same or similar nature.

## Expert Determination

- 2.9 A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under By-Law 2.10.
- 2.10 In the event a person disputes that the Executive Committee has properly applied the Architectural Standards in making a determination under this by-law, then upon application by that person or the Executive Committee the matter can be referred to an expert determinator as appointed by the President of the Australian Institute of Architects.
- 2.11 A decision of the expert determinator appointed under By-Law 2.10, is a decision of the Executive Committee and binds all parties.

## Conditions of Approval and Bond

- 2.12 The Executive Committee may require an applicant to deposit a bond of a kind and upon conditions acceptable to the Executive Committee to be held on account of any damage that may be caused to Community Property as a result of any Works.
- 2.13 Subject to By-Law 2.14 any bond lodged under this By-Law must be returned to the applicant within 90 days after:
- (a) notification by the applicant of completion of the Works; and
  - (b) request for return of the bond.

# DP270687

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- 2.14 If the Executive Committee calls on the bond, the Executive Committee must return the proceeds of the bond to the applicant after the Executive Committee deducts a reasonable amount for any damage that may be caused to Community Property as a result of any Works.

## Works

- 2.15 Prior to the carrying out of any Works, a party must obtain the necessary approvals in accordance with this By-Law.
- 2.16 During the carrying out of any Works, a party must:
- (a) ensure no damage to Service Lines or Services within the Community Scheme;
  - (b) ensure the Works are carried out in a proper and workmanlike manner;
  - (c) ensure the Works are carried out to the satisfaction of the Community Association and, if appropriate, the Council or other Government Agency;
  - (d) repair any damage caused to Community Property as a result of the Works; and
  - (e) carry out the Works promptly.
- 2.17 No Works will be permitted to be constructed or remain unless approval has been obtained under this By-Law and the provision of this By-Law 2 have been satisfied.

## By-Law 3. External Fixtures

### Appearance

- 3.1 Subject to this By-Law 3, an Owner or Occupier may only construct, install or maintain on or in a Lot or Community Property anything which can be seen from outside the Lot or Community Property if that Owner or Occupier first obtains the approval of the Executive Committee.
- 3.2 By-Law 3.1 only applies if, in the reasonable opinion of the Community Association, the thing which can be seen from outside the Lot or Community Property:
- (a) is not in keeping with the building on or the landscaped area of the Lot or Community Property; or
  - (b) does not comply with the Architectural Standards.

### External Shutters etc

- 3.3 An Owner or Occupier must not construct, install or maintain on or in a Lot or Community Property any shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens.

### Air-Conditioning

- 3.4 An Owner or Occupier or the Community Association must not install or maintain on or in a Lot or Community Property any air-conditioning unit:
- (a) unless the approval of the Executive Committee has been obtained under By-Law 2;
  - (b) on any balcony of a Lot;
  - (c) on the outside of a building on a Lot; and
  - (d) on any part of the Community Parcel.

**DP270687**

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### **Transmitting and Receiving Devices**

- 3.5 An Owner or Occupier of a lot must not construct, install or maintain any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device unless the approval of the Executive Committee has been obtained under By-Law 2.

### **Approval of Executive Committee**

- 3.6 Without limiting the By-Law, an Owner or Occupier must obtain the written consent of the Executive Committee before that person places on a Lot or Community Property;
- (a) subject to By-Laws 3.8 and 3.9, any signs, placards, banners, notices or advertisements;
  - (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.
- 3.7 In Addition to the approval of the Executive Committee required under By-Law 3.6, an Owner or Occupier must obtain the consent of, if required, the Council or other Government Agency.

### **By-Law 4. Maintenance**

- 4.1 An Owner or Occupier must keep that Owner's or Occupier's Lot clean and tidy and in good repair and condition.

### **Exterior and Garden Maintenance**

- 4.2 An Owner or Occupier of a Lot must carry out all maintenance and repairs to the exterior of any buildings on the Lot and to all gardens and grassed areas on the Lot (unless such maintenance or repair is the responsibility of the Community Association);
- (a) in a proper and workmanlike manner;
  - (b) promptly;
  - (c) to the reasonable satisfaction of the Community Association; and
  - (d) in compliance with the Architectural Standards.

### **Community Association to give Notice**

- 4.3 The Community Association may give notice to an Owner or Occupier requiring an Owner or Occupier to comply with the terms of this By-Law.
- 4.4 If an Owner or Occupier does not comply with this By-Law, then the Community Association may exercise its rights under By-Law 15.

# DP270687

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## Part 2 Restricted Community Property

### Amendments to By-Laws

These By-Laws may not be amended during the initial period and may only be amended after the expiration of that initial period by special resolution and with the written consent of each person entitled by the By-Laws to use the restricted Community property (See Section 54 of the Management Act).

### By-Law 5. Restricted property by-law – The Recreational Facilities

#### 5.1 Generally

- (a) An Owner or Occupier must not allow the use of the Recreational Facilities by their invitees except when accompanied by that Owner or Occupier.
- (b) An Owner or Occupier must ensure that an adult exercising effective control accompanies any children or incapable persons using the Recreational Facilities.
- (c) The Community Association may make rules, not inconsistent with this management statement, regarding use of the Recreational Facilities.
- (d) An Owner or Occupier must not do any of the following, nor allow any of the following to be done in the Recreational Facilities:
  - (i) Smoking;
  - (ii) Consuming alcohol or using any other substance that limits or impedes mental or physical function;
  - (iii) Running or jumping;
  - (iv) Being inadequately clothed;
  - (v) Conducting any business (whether for reward or not) except with the express prior written consent of the owners corporation; or
  - (vi) Holding any function or party except with the express prior written consent of the owners corporation.
- (e) In addition to its other functions, the Community Association may in its discretion close off and refuse access to the Recreational Facilities for any reasonable purpose, including for maintenance, repair, or improvement.
- (f) In addition to its other functions, the Community Association may restrict access to the Recreational Facilities by way of the installation of locks, alarms, communication systems and other security devices or barriers (including without limitation gates and fences). The keys or security passes or cards required to operate those locks, alarms, communication systems and other security devices ("**Access Keys**") must be dealt with in accordance with this by-law.

#### 5.2 Hours

An Owner or Occupier must not use nor permit the use of the Recreational Facilities between the hours of 10:00pm on any day and 6:00am on the following day.

#### 5.3 Risk

- (a) To the maximum extent permitted by law, Owners, Occupiers and any other persons who engage in any recreational activity at the Community Parcel do so at their own risk.
- (b) To the extent that Owners or Occupiers are supplied recreational services under this Management Statement having effect as a contract, an Owner or Occupier to whom such recreational services are supplied under such a contract engages in any recreational activity concerned at their own risk.



# DP270687

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- (c) The Community Association may cause signs to be displayed in prominent locations near the recreational facilities which may include the provisions of this by-law, as well a risk warning.
- (d) The Community Association may exclude any person from the use of the Recreational Facilities unless that person has read and signed an acknowledgement that they have read and understood the provisions of this by-law, or if they are an incapable person, that:
  - (i) The incapable person is under the control of, or accompanied by, another person and that other person has read and signed an acknowledgement that they have read and understood the provisions of this by-law; or
  - (ii) A parent of the incapable person (whether or not the incapable person was under the control of or accompanied by the parent) has read and signed an acknowledgement that they have read and understood the provisions of this by-law.

## 5.4 Repair and use

An Owner or Occupier of a lot must:

- (a) Ensure that the Recreational Facilities are used in accordance with any applicable law.
- (b) Ensure that the Recreational Facilities are used in a proper manner and exercising reasonable care.
- (c) Ensure that the Recreational Facilities are left clean and tidy after use.
- (d) Ensure that any damage to the Community Property caused by their use of the Recreational Facilities:
  - (i) is repaired within 1 week from its occurrence; and
  - (ii) is repaired:
    - (A) in accordance with any applicable law; and
    - (B) in a proper and workmanlike manner and exercising due care and skill.

## 5.5 Liability for others

Owners and Occupiers are liable under this by-law for the acts or omissions of their invitees, agents, contractors or employees as fully as if those persons were that Owner or Occupier and those acts or omissions were the acts or omissions of that Owner or Occupier.

## 5.6 Access Keys

- (a) Access Keys belong to the Community Association.
- (b) Owners, Occupiers and others are only entitled to the use of Access Keys in accordance with and under the conditions imposed by this by-law.
- (c) The Community Association may give Access Keys to Owners or Occupiers and may keep records relating to the persons to whom Access Keys have been given.
- (d) The right to the use of an Access Key under this by-law is personal to the Owner or Occupier to whom it is given and may not be assigned to any other person without the express prior written consent of the Community Association.
- (e) Owners may give Access Keys to Occupiers of their lot provided that:
  - (i) they notify the Community Association in writing of the names, and postal and telephone contact details of the Occupiers of the lot to whom Access Keys have been given;
  - (ii) they ensure that the Access Keys are returned to the Community Association when such an Occupier ceases to be an Occupier, including taking all reasonable steps available at law;
  - (iii) they indemnify the Community Association immediately on demand for any loss, damage, claim, suit or demand whatsoever incurred by or brought against the Community Association in respect of those Access Keys or their use;

# DP270687

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- (f) Owners may give Access Keys to subsequent Owners of their lots provided that the Community Association is notified in writing of the names and postal and telephone contact details of the subsequent Owner. Both the prior and subsequent owner are jointly and severally liable to ensure that the Community Association is so notified.
- (g) An Owner or Occupier must:
  - (i) take all responsible steps not to lose Access Keys;
  - (ii) return all Access Keys to the Community Association if they are not needed, or if an Occupier ceases to be an Occupier;
  - (iii) notify the Community Association immediately if an Access Key is lost;
  - (iv) not copy an Access Key, cause an Access Key to be copied, or grant any other person permission to copy an Access Key; and
  - (v) not give their Access Keys to any person without the express prior written consent of the Community Association.
- (h) If the Community Association is satisfied that an Owner or Occupier is in breach of this by-law the Community Association may disable (or partially disable as it sees fit) or demand the return of Access Keys of the offending Owner or Occupier (and that Owner or Occupier must comply immediately with any such demand):

## 5.7 Definitions

In this by-law, unless the context otherwise requires:

**children** means people under the age of 18;

**incapable person** has the meaning provided in sub-section 5M(12) of the Civil Liability Act 2002 (NSW);

**parent** of an incapable person has the meaning provided in sub-section 5M(12) of the Civil Liability Act 2002 (NSW);

**recreational activity** has the meaning provided in section 5K of the Civil Liability Act 2002 (NSW);

**Recreational Facilities** means all the recreational facilities at the strata scheme and the Property, including without limitation parks and all facilities within them, children's play equipment, and seating areas; and

**recreational services** has the meaning provided in sub-section 5N(4) of the Civil Liability Act 2002 (NSW).

# DP270687

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## Part 3 Mandatory Matters

### Amendments to By-Laws

These By-Laws may only be amended or revoked by a special resolution of the Community Association (see section 14(3)(c) of the Management Act).

### By-Law 6. Accessways

- 6.1 The Community Association is responsible for the control, management and operation, maintenance and repair of the open Accessways.
- 6.2 An Owner, Occupier or Permitted Person must:
  - (a) comply with all directions of the Community Association in relation to the open Accessways; and
  - (b) not do or omit to do anything that results or may result in the damage or destruction to any part of the open Accessways.
- 6.3 The Maximum Speed Limit for the open Accessways is 10 Kilometres per Hour.
- 6.4 Vehicles with a Gross Limit in excess of 2 tonnes are not to use the open Accessways except Vehicles:
  - (a) delivering goods to Lots;
  - (b) collecting garbage or recyclable materials operated by or under contract to the Council;
  - (c) used by service providers and their employees and agents;
  - (d) any emergency Vehicle in an emergency; and
  - (e) as otherwise authorised by the Community Association.
- 6.5 The open Accessways are subject to the provisions of the Motor Accidents Act 1988.
- 6.6 The following conditions apply to the use of the Open Access Ways in the Community Scheme:
  - (a) A Proprietor, Occupier or visitor shall not drive any vehicle on the Open Access Ways unless:
    - i) if the vehicle is required to be registered under Traffic Laws, it is registered and complies with the Traffic Laws;
    - ii) if a licence is required for the use of a vehicle on a public road, the person operating the vehicle holds a current drivers licence under the Traffic Laws.
  - (b) A Proprietor, Occupier or visitor must not:
    - i) sound any horn other than in an emergency;
    - ii) park any vehicle, including any truck, trailer, caravan etc on any part of the Open Access Ways at any time, but excluding the residential driveway.

# DP270687

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## **By-Law 7. Community Property**

- 7.1 The Community Association is responsible for the control, management and operation of the Community Property.
- 7.2 An Owner, Occupier or Permitted Person must;
  - (a) comply with all directions of the Community Association in relation to the Community Property; and
  - (b) not do or omit to do any act that results or may result in the damage or destruction to any part of the Community Property.
- 7.3 An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to the Community Property:
  - (a) leaves anything on the Community Property;
  - (b) obstructs the use of Community Property;
  - (c) uses any part of Community Property for the Owner's or Occupier's own purposes or for purposes other than those for which the Community Property was constructed or provided;
  - (d) erects any structure on Community Property;
  - (e) attaches any item to Community Property; or
  - (f) alters Community Property.
- 7.4 An Owner or Occupier must:
  - (a) give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of any such damage or defect;
  - (b) use anything on the Community Parcel only for the purpose for which it was constructed or provided; and
  - (c) only use or enjoy the Community Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Community Property by another Owner or Occupier of a Community Lot.
- 7.5 An Owner or Occupier of a Lot in the Community Scheme must compensate the Community Association for any damage caused to the Community Property while that Owner or Occupier (or a Permitted Person on the Community Parcel with the consent of that Owner or Occupier) uses the Community Property.

## **By-Law 8. Landscaped Areas**

- 8.1 Except as provided in by-law 5, an Owner or Occupier has unrestricted access to and use of the Landscaped Areas at all times.
- 8.2 The Community Association must control, manage, maintain, renew and replace the Landscaped Areas.
- 8.3 An Owner, Occupier or Permitted Person must:
  - (a) comply with all directions of the Community Association in relation to the Landscaped Areas;
  - (b) not interfere with the Landscaped Areas; and

# DP270687

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(c) not do or omit to do any act that results or may result in damage or destruction to any part of the Landscaped Areas.

- 8.4 This by-law 8 does not apply to the extent that it conflicts with by-law 5.

## By-Law 9. Visitor Parking

- 9.1 Subject to the terms of this By-Law 9, the visitor parking spaces are available for use by Permitted Persons seven days a week for a maximum of twelve (12) hours at any one time.
- 9.2 Owners or Occupiers must ensure that:
- (a) the visitor parking spaces are not to be used other than for the purpose of parking Vehicles;
  - (b) containers, goods or any items are not stored or placed on the visitor parking spaces;
  - (c) Vehicles are not to be cleaned, greased, oiled, washed or repaired in any part of the visitor parking spaces.
- 9.3 An Owner or Occupier must not park a Vehicle on the visitor parking spaces without the prior written consent of the Community Association.
- 9.4 The Community Association must control, manage, maintain, renew and replace the visitor parking spaces.
- 9.5 An Owner, Occupier or Permitted Person must:
- (a) comply with all directions of the Community Association in relation to the visitor parking spaces;
  - (b) not interfere with the visitor parking spaces; and
  - (c) not do or omit to do any act that results or may result in damage or destruction to any part of the visitor parking spaces.

## By-Law 10. Fencing

### Restrictions on Construction

- 10.1 An Owner or Occupier is not permitted to:
- (a) construct any new fence on a Lot or Community Property without the approval of the Executive Committee.
  - (b) replace any fence on a Lot or Community Property, unless;
    - (1) the materials are of the same standard and quality as the fence constructed at the time of registration of the Community plan; and
    - (2) the replacement fence is constructed in the same location as and has the same height as the original fence constructed at the time of registration of the Community plan.
- 10.2 In Addition to the approval of the Executive Committee required under By-Law 10.1(d), an Owner or Occupier must obtain the consent of, if required, the Council or other Government Agency.

### External & Internal

- 10.3 The Dividing Fences Act 1991 applies to any external and internal boundary fences erected within the Community Parcel.

# DP270687

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## Architectural Standards

- 10.4 A fence erected within the Community Parcel must comply with the Architectural Standards.

## Community Property Fencing

- 10.5 The Community Association is responsible for the maintenance and replacement of fencing of Community Property.
- 10.6 By-Law 10.5 does not apply if a person using Community Property damages the fencing.

## By-Law 11. Garbage

- 11.1 The Community Association must indicate responsibility for:
- (a) The maintenance of the garbage system;
  - (b) Ensuring that designated collection points are clear and unobstructed for collection vehicles;
  - (c) The removal of waste and recycling bins from the kerb within 12 hours of the collection having taken place;
  - (d) Cleaning bins and ensuring that they are kept free of odours and pests; and
  - (e) Bins are not to be stored for collection along the vehicular crossing outside the property or on Council's road reserve.
- 11.2 An Owner or Occupier must comply with any rules or By-Laws about garbage collection and the recycling of garbage made by:
- (a) Council; or
  - (b) the Community Association

## By-Law 12. Services

- 12.1 The following Services are provided as shown on the Services Plan;
- (a) Communications (Service Provider: Telstra Corporation Ltd);
  - (b) Gas (Service Provider: Jemena Gas Networks (NSW) Ltd);
  - (c) Electricity (Service Provider: Ausgrid Pty Ltd);
  - (d) Stormwater (Service Provider: Sydney Water);
  - (e) National Broadband Network (Service Provider: Telstra Corporation Ltd);
- 12.2 The Service Providers nominated are not liable for the repair and maintenance of Service Lines set out in By-Law 12.1, other than any tasks it is responsible to provide.
- 12.3 The Community Association must maintain and repair the Service Lines set out in By-Law 12.1 other than those which Service Providers are responsible for.

DP270687

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- 12.4 On installation of a Service Line, a statutory easement will be created over parts of the Community Parcel designated on the Services Plan for the provision of Services through Services Lines.
- 12.5 If Service Lines are not installed in the position on the Services Plan, then:
- (a) the Community Association must arrange for the preparation and registration of a further Services Plan showing the Services Lines as installed;
  - (b) all members of the Community Association must consent to any later Services Plan; and
  - (c) the Community Association must make available all necessary documents, including the certificate of title for the Community Property, to enable registration of a further Services Plan.

### **By-Law 13. Insurance**

- 13.1 The Community Association must take out insurance required under the Management Act including the following policies:
- (a) to cover any building or structure on the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
  - (b) under the Workers Compensation Act 1987;
  - (c) to cover damage to the Community Property and for death and bodily injury for which the Community Association could become liable in damages;
  - (d) to cover damage for which the Community Association could become liable because of work done by a voluntary worker;
  - (e) to cover accidental injury to, or accidental death of a voluntary worker; and
  - (f) to cover the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by special resolution to insure.
- 13.2 The Community Association must review, on an annual basis:
- (a) all of its insurance; and
  - (b) the need for new or additional insurances.
- 13.3 Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.
- 13.4 If there is an increase in risk or a new risk to the Community Property then the Community Association must immediately:
- (a) effect new insurances; or
  - (b) vary or extend existing insurances.
- 13.5 An Owner or Occupier must obtain the written approval of the Community Association before it does anything that might:

# DP270687

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- (a) void or prejudice the Community Association's insurance; or
- (b) increase any insurance premium which the Community Association pays.

## **By-Law 14. Executive Committee**

### **Constitution**

- 14.1 The Executive Committee of the Community Association must be established in accordance with Division 2 Part 2 of the Management Act. For the avoidance of doubt, the persons appointed as the Chairperson, Secretary and Treasurer of the Executive Committee under Section 34(1) of the Management Act shall be Chairperson, Secretary and Treasurer respectively of the Community Association.

### **Notice board**

- 14.2 The Executive Committee must fix a notice board to a prominent part of the Community Properties.

### **Functions of the Secretary**

- 14.3 The functions of the secretary of the Executive Committee include:
- (a) convening meetings of the Community Association and the Executive Committee;
  - (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee.
  - (c) giving a notice on behalf of the Community Association and the Executive Committee required to be given under the Management Act.
  - (d) maintaining the Community Association role.
  - (e) supplying certificates setting out details of insurances, contributions and other matters under clause 2 of schedule 3 of the Management Act.
  - (f) answering communications addressed to the Community Association or the Executive Committee;
  - (g) performing administrative or secretarial functions on behalf of the Community Association and the Executive Committee; and
  - (h) keeping records under part 3 of schedule 1 of the Management Act.

### **Functions of the Treasurer**

- 14.4 The functions of the treasurer of the Executive Committee include:
- (a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;
  - (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Titles Legislation;
  - (c) preparing certificates providing details of contributions, insurances and other matters under clause 2 of Schedule 3 of the Management Act.



# DP270687

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(d) keeping prescribed accounting records as required under clause 10 of schedule 1 of the Management Act; and

(e) preparing financial statements as required under clause 11 of schedule 1 of the Management Act.

## Function of the Chairperson

- 14.5 The functions of the chairperson are to preside at Community Association meetings and Executive Committee meetings at which the chairperson is present.

## Sub-Committees

- 14.6 The Executive Committee may appoint one or more sub-committees comprising one or more of its members to:
- (a) conduct investigations;
  - (b) assist the Executive Committee to perform its duties and functions; and
  - (c) report the findings of the sub-committee to the Executive Committee.

## No Remuneration

- 14.7 A member of the Executive Committee is:
- (a) not entitled to any remuneration for the performance of that person's functions; and
  - (b) entitled to reimbursement by the Community Association for reasonable out of pocket expenses incurred by that person in the performance of that person's functions.

## Protection of Executive Committee Members from Liability

- 14.8 A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee.
- 14.9 By-Law 14.8 does not apply if a member is fraudulent or negligent.

## By-Law 15. Meetings

- 15.1 Subject to the provisions of the Management Act, the Executive Committee may:
- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Executive Committee thinks fit;
  - (b) make decisions on the day to day administration of the Community Association;
  - (c) make decisions in relation to applications for consent under the Management Statement; and
  - (d) subject to this Management Statement, regularly call a meeting of the Executive Committee.

## Right of Owner to Attend Meetings

# DP270687

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- 15.2 An Owner or, if the Owner is a corporation, the Owner's nominee, may attend a meeting of the Executive Committee.
- 15.3 That Owner may address the meeting only if the Executive Committee passes a resolution authorising the person to do so.

## Meeting at Request of Members

- 15.4 At the request of not less than 1/3 of the members of the Executive Committee, the secretary must convene a meeting.
- 15.5 The Secretary must convene the meeting within the period of time specified in the request.
- 15.6 The members of the Executive Committee referred to in By-Law 15.4 must give the secretary more than 7 days to convene the meeting.
- 15.7 If no time is specified in the request, then the secretary must convene the meeting within 14 days of receiving the request.
- 15.8 If the secretary is absent, a member of the Executive Committee must convene the meeting in accordance with By-Laws 15.4 to 15.7 (inclusive).

## Out of Meeting Determinations

- 15.9 Subject to section 38(3) of the Management Act, a resolution is valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held if:
  - (a) the person convening the meeting has observed the requirements of this Management Statement and the Management Act;
  - (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.

## Notices and Minutes of Meetings

- 15.10 Before each Executive Committee meeting, the Executive Committee must prepare an agenda for the meeting. This agenda must list the business that the Executive Committee will deal with at the Executive Committee meeting.
- 15.11 At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:
  - (a) notify members of the Community Association of the meeting including details of the meeting; and
  - (b) provide each member of the Community Association with a copy of the agenda for the meeting.
- 15.12 If the Community Association has placed a notice board on Community Property, then the Executive Committee will have complied with By-Law 15.11 if it ensures that the agenda and notice of the meeting are placed on the notice board at least 72 hours before the meeting.
- 15.13 The agenda must list the business that the Executive Committee will deal with at the meeting.

# DP270687

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- 15.14 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.
- 15.15 The secretary must ensure that:
- (a) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and
  - (b) that the following are properly kept:
    - (1) agendas and minutes of meetings of the Executive Committee;
    - (2) records of decisions of the Executive Committee; and
    - (3) records of notices.
- 15.16 If the secretary is absent, then the chairperson must ensure that the Executive Committee complies with By-Law 15.15.

## Right of Proprietor to Attend Meetings

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

## By-Law 16. Amounts Payable

- 16.1 An Owner must pay:
- (a) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and
  - (b) on demand any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to that Owner or the Occupier of that Owner's Lot.
- 16.2 If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 20A(1) of the Management Act.
- 16.3 Nothing in this By-Law prevents the Community Association from recovering any amount exceeding interest calculated under this By-Law as a consequence of any amount not being paid when due.
- 16.4 A certificate signed by the Community Association, its Managing Agent or the secretary of the Executive Committee about a matter or a sum payable to the Neighbouring Association is prima facie evidence of:
- (a) the amount; or
  - (b) any other fact stated in that certificate.

## Part 4 Optional Matters

### Amendments to By-Laws

These By-Laws may only be amended or revoked by a special resolution of the Community Association (see section 14(3)(c) of the Management Act).

### By-Law 17. Contracts

- 17.1 The Community Association may contract with persons to provide:
- (a) management, operational, maintenance and other services for Community Property;
  - (b) Services or amenities to the Owners or Occupiers; and
  - (c) Services or amenities to Community Property.

### By-Law 18. Remedy

- 18.1 The Community Association may do anything on a Community Lot:
- (a) which should have been done by an Owner or Occupier under this Management Statement but which has not been done or has not been done properly; or
  - (b) to comply with this Management Statement, including remedying, removing or restoring anything on that Community Lot which breaches this Management Statement.
- 18.2 If By-Law 18.1 applies, the Community Association is entitled to:
- (a) enter and remain on the Community Lot for as long as it is necessary; and
  - (b) recover any costs associated with carrying out Works under this Management Statement from the Owner of the Community Lot.

### By-Law 19. Not Liable for Damage

- 19.1 The Community Association is not liable for damage to or loss or property or injury to any person in or near the Community Parcel due to any cause.
- 19.2 By-Law 19.1 does not apply if, the damage, loss or injury follows the negligence or fraud of the Community Association or any employee or agents of the Community Association.

### By-Law 20. Communications with Community Association

- 20.1 A person must forward complaints, notices or applications to or requests for consideration of matters by the Community Association in writing:
- (a) to the Managing Agent of the Community Association; or
  - (b) if there is no Managing Agent, to the secretary of the Executive Committee.

# DP270687

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## By-Law 21. Rules

- 21.1 The Community Association may make rules relating to the control, management, operation and use and enjoyment of the lots including without limitation:
- (a) the control, management, operation and use of the Community Property; and
  - (b) the storage, disposal and collection of garbage.
- 21.2 The Rules must be consistent with:
- (a) the Management Act;
  - (b) the Development Act;
  - (c) all Laws;
  - (d) this Management Statement; and
  - (e) the terms of the Development Consent.
- 21.3 The Rules bind an Owner, Occupier, mortgagee in possession of a Community Lot, lessee of a Community Lot and each Permitted Person.

## By-Law 22. Behaviour of Owners, Occupiers and Permitted Persons

### Noise

- 22.1 An Owner or Occupier must not create any noise on a Lot or Community Property which might interfere with the peaceful enjoyment of another Owner or Occupier or Permitted Person.
- 22.2 An Owner or Occupier must not:
- (a) obstruct lawful use of Community Property; or
  - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person.

### Children

- 22.3 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier:
- (a) plays only on Community Property which is an open space area that is not dangerous or hazardous to children; and
  - (b) only remains in or on Community Property comprising any area if possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

### Permitted Persons

- 22.4 An Owner or Occupier must ensure that a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other Permitted Person.

# DP270687

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## By-Law 23. Keeping of Animals

### Rules

- 23.1 A maximum of 2 animals may be kept or allowed on a Lot only with the consent of the Executive Committee.
- 23.2 If an Owner or Occupier keeps an animal, then the Owner or Occupier
- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
  - (b) must ensure that, when on any other part of the Community Parcel, the animal is accompanied by the Owner or Occupier;
  - (c) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control; and
  - (d) must ensure that any cat wears a bell at all times;
  - (e) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel for:
    - (1) any noise which is disturbing to an extent which is unreasonable;
    - (2) for damage to or loss of property or injury to any person caused by the animal; and
    - (3) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Community Parcel.
- 23.3 The By-Law applies to any Permitted Person or visitor to the Community Parcel.
- 23.4 Notwithstanding By-Law 23.1:
- (a) a completely or partially blind Proprietor or Occupier of a Lot may keep a dog used as a guide on a Lot; and
  - (b) a completely or partially blind person may use a dog as a guide on a Lot or on any other part of the Community Parcel.

## By-Law 24. Washing

- 24.1 An Owner or Occupier must not hang any washing, bedding or other articles of a similar nature:
- (a) on any balcony of a Lot or on the outside of a building on a Lot;
  - (b) in any area visible from any Community Property; and
  - (c) on any part of the Community Parcel.

# DP270687

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## **By-Law 25. Storage of Flammable Liquids**

- 25.1 Subject to By-Law 25.2, an Owner or Occupier may only store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material if that Owner or Occupier first obtains the written approval of the Community Association.
- 25.2 By-Law 25.1 does not apply to chemicals, liquids, gases or other materials used or intended to be used:
- (a) for domestic purposes (only if kept in safe quantities); or
  - (b) in the fuel tank of a motor vehicle or internal combustion engine.

## **By-Law 26. Rubbish and Waste Material**

- 26.1 The Proprietor or Occupier of a Lot must use the type and size of garbage bin as is approved by Council and keep that garbage bins on the Lot secure, hidden from view from outside the Lot and so that it does not emit odours.
- 26.2 The Proprietor or Occupier of a Lot must store used bottles, boxes and containers, waste paper and other similar items so that they are hidden from view outside the Lot.
- 26.3 The Proprietor or Occupier of a Lot is responsible to ensure that garbage from his garbage bin is made available for collection.
- 26.4 The Proprietor or Occupier of a Lot is to clean the garbage bin on a regular basis.

## **By-Law 27. Community Association's right to enter into contracts**

- 27.1 The Community Association may contract with persons to:
- (a) provide management, operational maintenance and other services in connection with the Community Property;
  - (b) provide services or amenities to the Proprietors or Occupiers of Lots; and
  - (c) provide other services or amenities to Community Property or the Proprietors and occupiers of the Lots

## **By-Law 28. Private Services**

- 28.1 The Community Association may:
- (a) provide private Services to an Owner or Occupier or a Lot;
  - (b) arrange for the installation and maintenance of proposed Service Lines for the provision of private Services; and
  - (c) contract with any person to monitor or provide, in part or in whole, private Services.
- 28.2 An Owner or Occupier must not do anything which interferes, obstructs access to, overloads or damages private Services.

# DP270687

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- 28.3 An Owner or Occupier must immediately notify the Community Association of any damage to or the defective operation of any private Service.
- 28.4 Subject to section 60 of the Management Act, the Community Association and a person authorised by the Community Association may enter a Lot at all reasonable times to maintain, repair, alter, add to or increase the capacity of or renew private Services.

## **By-Law 29. Proprietor and Occupier responsible for others**

- 29.1 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure that an Authorised Person complies with the By-Laws.
- 29.2 If an Authorised Person does not comply with the By-Laws then the Proprietor or Occupier must withdraw the consent of the person to be on the Community Parcel and request that person to leave the Community Parcel.
- 29.3 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 30. Community Associations right to recover money**

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

## **By-Law 31. Noise**

- 31.1 A Proprietor or Occupier of a Lot must:
- (a) not create any noise on any lot likely to interfere with the quiet enjoyment of the Proprietor or Occupier of another lot or any person lawfully using another lot;
  - (b) not use or permit the lot to be used in such a manner or for such a purpose as to cause a nuisance or hazard to the Proprietor or Occupier of any other lot or any person lawfully using another lot; and
  - (c) must take all reasonable steps to ensure that any invitees of the Proprietor or Occupier do not behave in a manner likely to interfere with the quiet enjoyment of the Proprietor or Occupier of another lot or any person lawfully using another.
- (d) Comply with the Protection of the Environment Operations Act 1997 and/or relevant legislation

## **By-Law 32. Obligations of Proprietors regarding services**

- 32.1 Proprietors must not:
- (a) carry out any works that interfere with Services; or
  - (b) obstruct access to, overload or damage Services.



- 32.2 If a Proprietor becomes aware of damage to or the effective operation of a Service he must immediately give notice to the Community Association of that damage or defective operation

**By-Law 33. Control of Lessees/Licensees**

- 33.1 A Proprietor of a Lot whose Lot is the subject of a lease or licence agreement must provide the lessee or licensee with a copy of this management statement and take all reasonable steps including without limitation, any action available to him or her under the lease or licence agreement to ensure that the lessee or licensee of the lot and any other person on the lot or the Community Property with consent (express or implied) of the lessee or licensee complies with the by-laws.

**By-Law 34. Reimbursement of costs, charges and expenses**

- 34.1 A Proprietor or Occupier of a lot must pay or reimburse the Community Association on demand for the costs, charges and expenses of the Community Association in connection with the contemplated or preservation of any rights under the by-laws in relation to the Proprietor or Occupier.
- 34.2 Anything which a Proprietor or Occupier of a lot is required to do under the by-laws must be done at the cost of the Proprietor or Occupier.

**By-Law 35. Compliance with requirements of Authorities**

A Proprietor or Occupier of a lot must comply with all requirements and orders of Statutory Authorities and all laws in connection with the lot and the use of occupation of the lot.

**By-Law 36. Observance of Notices**

A Proprietor or Occupier of a lot must comply with any notice displayed on Community Property by the Community Association, service provider or other relevant Statutory Authority.

**By-Law 37. Compliance with Easements**

A Proprietor or Occupier of a lot must comply with any obligation they may have under the Easements, use reasonable endeavours to facilitate compliance by the Community Association with any obligation it may have under the Easements, and not do anything to prevent or hinder a person or body having the benefit of or a power under the Easements from taking that benefit or exercising that power.

**By-Law 38. Service of Documents by Email**

- 38.1 This by-law applies to service of a notice or other document by the Community Association, the Executive Committee or the secretary of the Executive Committee, including without limitation a notice of a meeting or minutes of a meeting ("document").

# DP270687

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- 38.2 A document may be served on an Owner by electronic means by sending it to an e-mail address notified by the Owner in writing to the Community Association for the service of documents ("**electronic service**").
- 38.3 Electronic service is taken to be effected on the business day immediately following the e-mail being sent, unless the sender receives notice, before the business day after it is sent, that the e-mail has not reached or was not deliverable to the recipient including, but not limited to, automatically generated "undeliverable" and "bounce back" messages (but not including "out of office" replies).

# DP270687

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## Part 5 By-Laws Required By Public Authority

### Amendments to By-Laws

These By-Laws have been made at the request of a public authority. These By-Laws may only be amended or revoked:

- (a) By a special resolution of the Community Association; and
- (b) With the consent of the Public Authority

(See Clause 4 Schedule 3 of the Development Act).

### By-Law 39. Sydney Water

- 39.1 This water supply system is a private service and is Community Property.
- 39.2 The Community Association is responsible for the maintenance, repair, refurbishment and augmentation of this water supply system.

### By-Law 40. Ausgrid

- 40.1 The low voltage electricity system is Community Property.
- 40.2 The Community Association is responsible for the maintenance, repair, refurbishment and augmentation of this electricity system.
- 40.3 The design of this electricity system has been based on a maximum demand of 20 amps per dwelling.

DP270687

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SIGNATURES, CONSENTS AND APPROVALS

Signatures, Consents and Approvals

DATED..... 25<sup>TH</sup> ..... day of ..... NOVEMBER 2014  
EXECUTED by Chester Hill Pty Ltd )  
ACN 140 957 366 )  
in accordance with section 127 of the )  
Corporations Act 2001: )

.....  
Authorised Officer (Signature)

**TIMOTHY ANDREW ROBERTS**

.....  
Name of Authorised Officer

.....  
Authorised Officer (Signature)

**JOSEPH WEHBE**

.....  
Name of Authorised Officer

CONSENT OF MORTGAGEE

Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee

SIGNED by **ADAM BEAUMONT**.....as  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

.....  
(Signature) Tier Three Attorney

By Executing this instrument the attorney  
states that the attorney has received no notice  
of the revocation of the power of attorney.

I certify that I am an eligible witness and that the  
attorney whose signature appears above signed  
this instrument in my presence.

Signature of witness: **JESSICA SZAKACS**

Name of witness:

Address of witness: **Level 3, 275 Kent St  
Sydney NSW 2000**

S117RP Act requires that you must have known  
the signatory for more than 12 months or have  
sighted indentifying documentation.

DP270687

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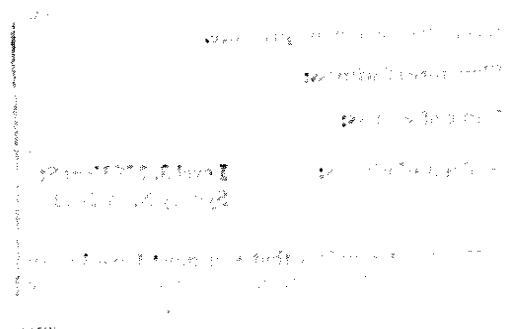
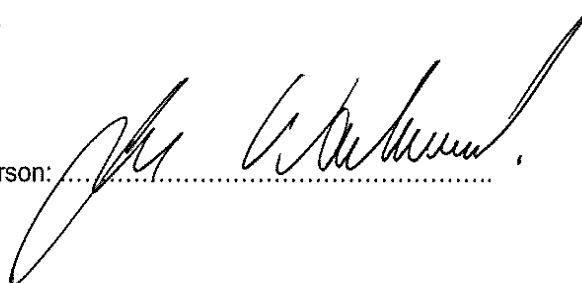
CERTIFICATE OF APPROVAL

It is certified that:

- (a) Bankstown City Council granted consent to Development Application Number 877/2003; and
- (b) The terms and conditions of these By-Laws are not inconsistent with that development as approved.

Date: 9 March 2015.

Signature of Council Authorised Person: .....



# DP270687

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## SCHEDULE 1

### ARCHITECTURAL STANDARDS

#### 1. PURPOSE OF THE ARCHITECTURAL CODE

The primary purpose of the Architectural Code and controlling building works and the external appearance of the Community Association are:

- (a) to preserve the design integrity and architectural quality of the Community Association;
- (b) to maintain the high standards of the Community Association;
- (c) To ensure the property values of lots within the Community Association are upheld.

#### 2. COMPLIANCE

Subject to this statement Owners and Occupiers must comply with the Architectural Code. In particular Owners or Occupiers must obtain all necessary consents from the Executive Committee pursuant to clause 4 of the Architectural Code:

- (a) in respect to any change to the external appearance of the Lot.

#### 3. CONSENTS UNDER THE ARCHITECTURAL CODE

##### 3.1 Consent Required

Owners and Occupiers must obtain all consents required under the Architectural Code and the Development Consent before doing any works regulated by this Statement or the Architectural Code.

##### 3.2 Priorities

The Executive Committee must give high priority to the need to preserve the architectural integrity of the Community Association when reviewing applications under the Architectural Code.

##### 3.3 Considerations

The Executive Committee must consider the following when it reviews applications for works to be carried out under the Architectural Code:

- (a) the relative relationships between any part of Lot and the surrounding environment;
- (b) compatibility and continuity of the architectural style, mass, proportions, scale, quality of design and materials of the Community Association;

# DP270687

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- (c) colours and materials must relate and be consistent with the colour and material of the Community Association;
- (d) any proposed work must relate favourably with the topography and existing character of the Community Association including the concern to preserve access, sunlight, ventilation, view and impact on the visual and audible privacy; and
- (e) the work must be of a quality equal to or better than that originally used in the Community Association and the current industry codes or best practices must be adopted, including considerations of safety, noise and odour and time to carry out and complete the proposed work.

## 4. HOW TO APPLY FOR CONSENT

### 4.1 The Application

An application for consent by the Executive Committee under the Architectural Code must;

- (a) be in writing and served on the Executive Committee under By-law 2 of this Statement;
- (b) include enough information in order that the Executive Committee has a clear understanding of what is proposed and requested by the applicant;
- (c) address all of the consideration set out in clause 3.3 of the Architectural Code and how the applicant considers the proposal will impact on such considerations;
- (d) if the proposed works propose to change the façade of the Lot or make any structural amendments then the applicant must also provide at the applicant's expense:
  - (i) a schedule of materials, colours and description of the works;
  - (ii) detailed plans and diagrams of the proposed works;
  - (iii) detailed structural specifications and reports.

### 4.2 Information & Conditionality

The Executive Committee may request additional information from the applicant before it considers or during its consideration of the application.

### 4.3 Consent by Committee

- (a) The Executive Committee must act reasonably when considering applications and have regard to the interests of Owners and Occupiers.

# DP270687

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- (b) The Executive Committee may issue its consent subject to conditions with which the applicant must comply. Such conditions may include the time frame for carrying out the works, the hours of operation, limitation or methods on access.
- (c) The Executive Committee is not bound by past decisions to approve similar applications.
- (d) An applicant must pay any expert or professional fees or costs reasonably incurred by the Executive Committee to assist in determining an application.

## 4.4 Time to issue determination

- (a) The Executive Committee must make its decision on an application within the later of three months from the later of the date of receipt of the application and the date the Executive Committee receives all of the additional information it has requested.
- (b) The Executive Committee will advise the applicant as soon as practicable in writing whether their application has been approved or rejected including:
  - (i) if it has approved the application but on conditions, then the reasons why the Executive Committee imposed those conditions; or
  - (ii) if it has rejected the application, the reasons why it was rejected.

## 5. CONSENTS BY COUNCIL OR GOVERNMENT AGENCIES

### 5.1 Council Consent

Any Owner or Occupier seeking consent under the Architectural Code must:

- (a) also obtain consent from Council and any other relevant Government Agencies to do work in the Community Association;
- (b) Only apply to Council and relevant Government Agencies after the Executive Committee has approved the work; and
- (c) Must give the Executive Committee a copy of the consents from Council and relevant Government Agencies.

### 5.2 Compliance with Development Consent

In addition to their obligations elsewhere in this Community Management Statement and the Architectural Code, Owners and Occupiers who propose to do building works or change the external appearance of their Lot must comply with all relevant conditions in the Development Consent.



# DP270687

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## 5.3 Non-compliance

The Executive Committee must not consent to an application under the Architectural Code if the proposed works do not comply with the Development Consent or to any subsequent development consent.

## 6. DEVELOPMENT CONTROLS

The development controls nominated by Council rest in Section 8 of Part D3 of the Bankstown Control Plan 2005 and applications should be considerate of the following:

### Urban design principles

8.1 The following design principles are to be applied to the redevelopment of the site;

#### Public domain

- a) Maintain and create vistas to significant points of interest and axial termination points.

#### Built form

- b) Consideration is to be given to the existing street patterns and mix of housing types found within the surrounding residential areas.
- c) Ensure the application of ecologically sustainable development principles to decisions concerning energy or water use, water generation and reduction, storm water use and protection , biodiversity enhancement and transport.
- d) Ensure that all resident, commercial and visitor parking is provided within the site.
- e) Provide a diverse mix of dwelling types and sizes.
- f) All dwellings must address the street and corresponding open space as a means of providing passive surveillance.

### Site density and maximum dwelling yield

8.2 The maximum number of dwellings on the part of the site zoned 2(a) Residential A is 181 dwellings.

8.3 The residential development can comprise a mixture of housing types subject to a Maximum of sixty-one (61) 200 square metre allotments being created.

# DP270687

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## Housing types – small lot dwellings

- 8.4** The minimum lot size is 200 square meters.
- 8.5** The performance criteria for a small lot dwelling is:
- a) to establish dwellings which meet the needs of singles, couples and families;
  - b) to create streetscapes dominated by landscape; and
  - c) to provide safe, private and useable open space.
- 8.6** The minimum setback for a small lot dwelling is;
- a) minimum 5.5 metre setback from the street boundary with open balconies to the front allowed to protrude to 4.5 metre from the street boundary;
  - b) zero setback from side boundaries to central lots and minimum 1.5 metre setback from side boundaries for end lots; and
  - c) minimum 5 metre setback from the rear boundary.
- 8.7** The minimum area for the private open space is 60 square meters, with the minimum dimension of 5 metres x 5 metres within one area located behind the front setback, and should be contiguous with a major living area of the dwelling. The remaining of the open space may be located within the front setback area provided that all courtyard fences within the setback are of open style.
- 8.8** The maximum building height for a small lot dwelling is 2 storey's.
- 8.9** The number of car parking spaces for a small lot dwelling must be provided as required by Part D 2 of this DCP.
- 8.10** Garages are to be setback a minimum 5.5 metres from the street boundary with a second car space allowed within the setback area.

## Housing types – medium lot dwellings

- 8.11** The minimum lot size is 250 square metres.
- 8.12** The performance criteria for a medium lot dwelling is:
- a) to establish dwellings which meet the needs of larger families;
  - b) to create streetscapes dominated by landscape; and

# DP270687

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- c) to provide sale, private and useable open space.

**8.13** The minimum setback for a medium lot dwelling is;

- a) zero setback from one boundary and minimum 1.5 metre setback from the other remaining side boundary;
- b) minimum 5.5 metre setback from the street boundary with open balconies to the front allowed to protrude to 4.5 metre from the street boundary; and
- c) minimum 5 metre setback from the rear boundary.

**8.14** The minimum area for the private open space is 60 square metres ,with the minimum dimension of 5 metres x 5 metres within one area located behind the front setback, and should be contiguous with a major living area of the dwelling. The remaining of the open space may be located within the front setback area provided that all courtyard fences within the setback are of open style.

**8.15** The maximum building height for a medium lot dwelling is 2 storey's.

**8.16** The number of car parking spaces for a medium lot dwelling must be provided as Required by Part D2 of this DCP.

**8.17** garages are to be setback a minimum 5.5 metres from the street boundary with a Second car space allowed within the setback area.

## Housing types – large lot dwellings

**8.18** The minimum lot size is 350 square metres

**8.19** The performance criteria for a large lot dwelling is;

- a) to establish dwellings which meet the needs of larger families;
- b) to create streetscapes dominated by landscape; and
- c) to provide safe, private and useable open space.

**8.20** The minimum setback for a large lot dwelling is;

- a) minimum 5.5 metre setback from the street boundary with open balconies to the front allowed to protrude to 4.5 metre from the street boundary;
- b) minimum 2 metre setback from side boundaries; and
- c) minimum 5 metre setback from the rear boundary.

# DP270687

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- 8.21 The minimum area for the private open space is 80 square metres, with the minimum dimension of 5 metres x5 metres within one area located behind the front Setback, and should be contiguous with a major living area of the dwelling. The remaining of the open space may be located within the front setback area provided that all courtyard fences are within the setback area of open style.
- 8.22 The maximum building height for a large lot dwelling is 2 storey's.
- 8.23 The number of car parking spaces for a large lot dwelling must be provided as required by Part D2 of this DCP.
- 8.24 Garages are to be setback a minimum 5.5 metres from the street boundary with a second car space allowed within the setback area.

## Landscaping

- 8.25 A development application is to include a landscape plan prepared by a qualified landscape architect or experienced landscape consultant and generally be consistent with the landscape concept plan shown in Figure 8.2.
- 8.26 Existing trees shall be retained wherever possible. The City of Bankstown is covered by a Tree Preservation Order and Council consent must be obtained to lop or remove trees.
- 8.27 Landscaping and beautification works shall be in accordance with Part D2 of this DCP.
- 8.28 Acoustic walls shall be setback and screened with dense land landscaping in areas accessible to the public and likely to be subject to graffiti generally as stipulated in Clause 8.62.
- 8.29 The provision of pedestrian access/bicycle pathways within and through the site is mandatory to connect up with Birmingham Avenue.

## Safety and security

- 8.30 Future development must comply with the development controls for safety and security in Part D2 of this DCP.

## Open space and pedestrian network

- 8.31 A network of open space and pedestrian pathways must be provided within the residential area as show in in Figure 8.3 – Open Space Network. The minimum area of open space provided within the 2(a) zoned land shall not be less than 8,500 square metres.

# DP270687

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**8.32** A main area of open space forming a village green and featuring as a focal point, must be provided along the central north-south axis.

**8.33** The village green must be linked by a general public pedestrian and cycle pathway through the side to the bus stop on Miller Road and through to the 3(b) business precinct in the south-west corner of the site and onto Birmingham Avenue.

## Fencing

**8.34** As part of the future development of the site all future fencing must comply with the following:

- a) Miller Road – metal palisade fence with masonry piers 1.5 metres high.
- b) Village Green frontage to residences – metal palisade fence with masonry piers 1.2 metres high.
- c) Along industrial Access Road and to the Commercial/Industrial Precinct Perimeter – security fencing, nominally 1.8 metre high.
- d) Conservation area- timber posts and wire fencing, 0.9 metre high.

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CLAUSE 8.34(e) REPEALED  
& REPLACED. SEE  
ANNEXURE 'A'



12.10.2016

- ~~e) Remaining fences – mixture of metal palisade and lapped and capped paling fences generally as per the requirements of Part D2 of this DCP.~~
- f) No solid fence will be allowed within the front setback area. Any privacy fences to enclose private open space within the front yard is to be of open style as stipulated above.

## Access

**8.35** Vehicular egress and ingress to the 2(a) Residential zone part of the site to be from Miller Road.

**8.36** Vehicular egress and ingress to the 3(b) Business zone part of the site is to be from Birmingham Avenue.

**8.37** The ownership and maintenance of all future roads within the 2(a) Residential and 3(b) Business zones will be the responsibility of future landowners.

## Traffic

**8.38** A development application for subdivision of the site must include a traffic impact study, prepared by a suitably qualified traffic consultant. The study

# DP270687

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must identify appropriate traffic measures or upgrades that may be required to mitigate any potential impacts of increased traffic generation on the surrounding road network.

- 8.39 Pedestrian and cycling facilities and linkages to public transport should also be included.
- 8.40 Internal roads will not be require to be constructed in accordance with Council's standard road width reserves. However all construction must be in accordance with Council's standard engineering requirements.
- 8.41 Internal road widths and maneuvering paths shall be designed to accommodate large vehicles, including emergency vehicles, garbage and delivery vehicles. All internal road reserves must also accommodate footpaths, on street visitor parking, street tree planting and services.
- 8.42 A roundabout shall be constructed at the intersection of Curtis Road and Miller Road and entry to the site to accommodate anticipated traffic flows and to slow traffic in general.

## Flora and fauna

- 8.43 Proposed landscaping on the site shall incorporate plants that are locally indigenous to the area, propagated from local genetic material and grown to an advanced size.
- 8.44 The remnant vegetation / endangered ecological community area known as the Cooks River Castlereagh Ironbark Forest located in the southeastern corner of the site and adjacent to the southern boundary is to be retained. Any proposed development of the site is to retain the forest as open space.
- 8.45 The forest is to be fully fenced prior to construction work being carried out in the vicinity, in Order to prevent encroachment and disturbance during the construction phase.
- 8.46 Following construction, the forest is to be appropriately fenced with a log barrier or low fence to Council's satisfaction, in order to minimize disturbance to this area.
- 8.47 No soil cultivation or disturbance to the forest area should occur in order to encourage natural re vegetation from the soil seed bank.
- 8.48 Bush regeneration principles should be adopted in the management of the forest. However, supplementary planting is not to be carried out until investigations have been undertaken into whether regeneration is likely in the more compacted areas.
- 8.49 The ongoing management of the forest, including bush regeneration programs, should be subject to consultation with Council and the National

# DP270687

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Parks and Wildlife Service in order to achieve a coordinated local and regional conservation outcome.

- 8.50** Suitable arrangements for the future management and maintenance of the endangered ecological community are to be addressed in the Community Management Plan for the site.

## **Ecologically sustainable development**

- 8.51** A development application for subdivision of the 2(a) zoned land shall be accompanied by an Environmental Performance Statement, prepared by a suitably qualified person, detailing the extent to which future buildings meet the ecological sustainability objectives set out above. This statement is to have particular regard to building orientation, thermal mass and heat retention, heating and cooling systems, use of landscaping and micro-climate design, building materials, ventilation, lighting systems, hot water systems and disposal of building waste.
- 8.52** The development shall comply with Council's requirements for energy efficiency and solar access as contained within Part D2 of this DCP.
- 8.53** A development application shall be accompanied by a stormwater and drainage design, including proposals for the re-use of stormwater for irrigation of landscaped areas.
- 8.54** The design standards are to comply with those set out in Bankstown Development Engineering Standards Policy. The stormwater design shall incorporate measures to improve the quality of water before it leaves the site.

## **SEDA's subdivision: solar access for lots guide**

- 8.55** In developing the master plan design extensive consultation was undertaken with the Sustainable Energy Development Authority (SEDA) to ensure that solar access to each dwelling within the development was maximised.

SEDA's Subdivision: Solar Access for Lots Guide (SAL) aims to maximise the amount of solar access in Residential Greenfield Subdivisions. The solar access of a lot refers to its potential to receive adequate sunlight in order for certain features of a dwelling to use the sun's energy. If a lot has good solar access, there will be adequate sunlight for a solar hot water system to work effectively (if adopted), living areas with north-facing windows to provide thermal comfort for occupants without the use of artificial heating, and clothes lines to reduce the reliance on clothes dryers.

The Subdivision Guide, developed for developers, subdividers and Councils, seeks to control the placement of the dwelling on a lot to ensure solar access rather than simply controlling the lot size directly. It encourages both the 'best' range of dwellings to be placed on the lot and that the dwelling chosen is placed 'optimally'. The Guide also facilitates good design and placement of a dwelling, while ensuring a more comfortable home, one that costs less to run and produces less greenhouse gases

# DP270687

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## Defining solar access

- 8.56 According to the SEDA Guide, solar access is defined as being the base of a wall built parallel to the northern boundary in which windows are likely to be placed by a designer.

### Concept of solar access zones

- 8.57 The output of the SEDA tool is that each lot in a subdivision has both a Flexible Solar Access Zone (FSAZ) and a Minimum Solar Access Zone (MSAZ). The MSAZ 'reserves' a part of the lot to ensure that both the future dwelling on the lot will have a reasonable potential for solar access to living rooms windows, and that these windows will not be overshadowed by the dwelling on the lot to the north.

There can be no building on the MSAZ to ensure that a part of the private open space receives solar access (minimum 3 hours between 10.30am–1.30pm in midwinter, 21 June). The MSAZ can be located anywhere within the MSAZ to accommodate a range of housing footprints. The height of the building on the lot to the north of the Solar Access Zone may also be applied to protect the MSAZ. The location and dimensions for the MSAZ and assumed heights for the master plan is shown on Figure 8.5a–SEDA Solar Access Area Plan. This Area Plan does not propose the footprints or designs for the individual lots dwellings.

## Compliance and assessment

- 8.58 The SEDA Solar Access Area Plan (Figure 8.5a & 8.5b) forms part of this development control plan. Useable private open space provided at rear of building shall have at least 3 hours (10.30am–1.30pm) solar access during the winter solstice (21 June) over a Minimum Solar Access Zone of 3.3 metres x 8 metres. Any future dwellings within the lots shall be cited and designed in accordance with the concept of solar access zones as described above. The development application for dwellings within the individual lots must be accompanied by a report demonstrating compliance with the above requirements.

## Water management and salinity

- 8.59 A development application is to include a Storm water Management Plan addressing compliance with Bankstown Development Engineering Standard Policy.
- 8.60 Principal controls for managing salinity should include:
- a) Management of excavations to ensure saline soils are not exposed for long durations;



# DP270687

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- b) Inclusion of adequate sub soil drainage to collect saline through flows where excavations interrupt this flow;
- c) isolation of concrete slabs from saline soils by use of gravel layer and liner;
- d) Use of impermeable liners on the proposed bio retention swales and basins to avoid any increase in the through flows; and
- e) selection of appropriate materials for underground infrastructure.

## Noise

- 8.61 A development application for residential development shall be accompanied by a detailed noise assessment study undertaken by suitably qualified acoustic and structural consultants.
- 8.62 To mitigate potential noise impacts on the new residential development within the site, a development application shall incorporate the following:
  - a) a 130 metre buffer zone along the southern boundary of the subdivision;
  - b) a three (3) metre high acoustic screen barrier constructed along the industrial boundary or a barrier incorporated in the building design in the 3(b) zone;
  - c) purpose built housing and building noise control treatments for dwellings exposed to the industrial land to the south ; and
  - d) noise control treatments for dwellings exposed to Miller Road.

## Contamination

- 8.63 A development application for subdivision and bulk earthworks is to include an Environmental Assessment Report addressing any potential site contamination.
- 8.64 A site Audit Statement from an auditor accredited by the NSW Environmental Protection Authority will be required to be submitted confirming that the site is suitable for its intended use prior to determination of a development application.

## Aboriginal heritage

- 8.65 Whilst it is recognized that an aboriginal heritage impact assessment of the site has been carried out, which found that no further aboriginal

# DP270687

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investigations are warranted prior to development, the following requirements still apply;

- a) if aboriginal sites and/or objects are identified at any time during development works, the following tasks should be carried out;
  - i) excavation in the area must cease immediately;
  - ii) a suitably qualified archaeologist should be engaged so an assessment of the significance of the finds can be undertaken in consultation with the local aboriginal community and the DEC; and
  - iii) before excavation work can recommence, it will be necessary to apply to the DEC for a Section 90 Heritage Impact Permit.

## 7. GENERAL

### Height Restrictions

Dwellings or any other structures on all Lots must not exceed 2 storeys in Height.

### External Structures

External structures and fixtures (eg. Garden shed, gazebos, ponds, pools) are not permitted if those external structures and fixtures are visible from Community Property.

### Roof and Pergolas

Sheeting or shading screens fixed to pergola structures are not permitted if those sheeting or shading screens are visible from Community Property.

### Security Screens

Security screens and flyscreen doors or windows may be installed on dwellings. The security grill pattern must be simple and the colour of the frame of the security screen and flyscreen doors and windows must match the powder-coating finish of the window of the dwelling within that Lot as it exists as at the date of registration of the Community Plan.

The colour of the frame or any flyscreen attached to any window or a dwelling that is visible from the Community Property must match the colour of the window as at the date of registration of the Community Plan, to which that flyscreen is attached.

### Community Landscaping

Any replacement planting on Community Property must be consistent with the originally selected species of planting supplied and installed on the Community Property as at the date or registration of the Community Plan.

# DP270687

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## Private Gardens

The Owner or Occupier of each Lot must maintain any garden within their Lot.

If the garden of any Lot is visible from the Community Property, the Owner or Occupier must maintain the garden to the standard and style of garden installed within that Lot as at the date of registration of the Community Plan and to the satisfaction of the Community Association.

Any replacement planting in gardens within a Lot and visible from Community Property must be consistent with the styles, species and density of planting supplied and installed as at the date of registration of the Community Plan and within lots surrounding the Community Parcel.

## Paving

An Owner or Occupier must not install paving within that Owners or Occupier's Lot in addition to that paving installed upon registration of this Community Plan of that paving is in a position that is visible from Community Property.

Any new or replacement paving within a Lot must be consistent with the colour, standard and quality as that installed within that Lot as at the date of registration of the Community Plan.

## Colour Schemes

External colours and materials used on any dwelling or structure within a Lot must be consistent with the colour, quality and finish of the materials that applied as at the date of registration of the Community Plan.

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND AND PROPERTY INFORMATION

REGISTERED



31.3.2015

MANAGEMENT STATEMENT

SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	DIST	ARC
1	278°10'05"	4.365	
2	203°43'55"	4.265	
3	164°12'	3.4	
4	128°10'20"	3.615	
5	30°03'40"	2.74	
6	119°55'40"	2.905	
7	44°50'10"	5.7	
8	128°10'20"	3.615	
9	128°10'20"	3.615	
10	128°10'20"	3.615	
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124	128°10'20"	3.615	



REGISTERED 31.3.2015

PLAN ILLUSTRATING OPEN ACCESSWAY  
WITHIN 80 MILLER ROAD, VILLAWOOD

PART OF LOT 1 AS SHOWN IS AN OPEN ACCESSWAY  
THIS PLAN ILLUSTRATES AN OPEN ACCESSWAY WHICH  
IS COMMUNITY PROPERTY AND IS NOT PUBLIC ROAD  
WITHIN THE MEANING OF ROADS ACT 1983.

(R) OPEN ACCESSWAY

DP 270687

SERVICES PLAN

LEGEND

- GAS
- NATIONAL BROADBAND NETWORK
- ELECTRICITY
- STORMWATER
- ELECTRICITY AND TELSTRA
- GAS AND TELSTRA
- GAS AND ELECTRICITY
- STORMWATER AND GAS
- ELECTRICITY, GAS AND TELSTRA



REGISTERED 31.3.2015



PLAN OF SERVICE WORKS AS  
EXECUTED

DP 270687

Form: 21CSM  
Release: 24

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989

**DP 270687**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'A'**  
Sheet 1 of 1 Sheet

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

(A) **TORRENS TITLE**

1/270687

(B) **LODGED BY**

Document Collection Box <i>lw</i>	Name, Address or DX, Telephone, and Customer Account Number if any C/- Chambers Russell Lawyers GPO Box 7100 SYDNEY NSW 2001 P: (02) 8248 2800 Reference: CR160374	CODE  <b>CS</b>
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(C) **APPLICANT**

Community Association Deposited Plan No. 270687

(D)

The applicant certifies that by a unanimous resolution passed on 19 August 2016 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed SEE (F) BELOW	Added SEE (F) BELOW as fully set out below
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(F) **TEXT OF ADDED BY-LAW**

Clause 8.34 e) of the Architectural Guidelines is amended to read fully as follows:

e) Remaining fences - mixture of metal palisade and lapped and capped pailing fences generally as per the requirements of Part D2 of the Development Control Plan, together with Colourbond fences in the colour "DUNE" at the side and rear boundaries between adjoining lots.



(G) The common seal of the Community association deposited plan 270687 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

*m. dom.*

Name of witness:

MITE DOMAZETOVSKI

Date:

30 AUGUST, 2016

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111



R.P. 13. No. 4717 E. 02 1956

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Lodgment 2:00  
Endorsement 2:10  
Certificate 2:10  
Rem 10:00  
Foot 10:00  
15:10  
7.5.56

(Trusts must not be disclosed in the transfer.)

**THE COMMONWEALTH OF AUSTRALIA**

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue non-copying ink.

a If a less estate is being transferred in fee simple, the required alteration

b Full postal address of transferee must be shown

c If to two or more, state whether as joint tenants or tenants in common

d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

e If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate of title registered Vol. 1551. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

g A very short note will suffice.

h If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of seventy eight thousand two hundred and fifty-seven pounds two shillings and six pence (£78,257/2/6) (the receipt whereof is hereby acknowledged) paid to it by

**TAUBMANS INDUSTRIES LIMITED** a Company incorporated in the State of New South Wales the registered office of which is at 40 Miller Street, North Sydney

(herein called transferee)

do hereby transfer to the said transferee

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
Cumberland	Liberty Plains	Part	6572	67	Lots 3, 38, 41 and 42 in Deposited Plan 25403

And the transferee covenants with the transferor

**EXCEPTING AND RESERVING** unto **THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD** (herein called "the Board") the sewers trade waste sewers and watermains constructed and laid in all those pieces of land being those parts of Lots 3 and 38 in Deposited Plan No. 25403 marked "Site of Proposed Easement for Sewer 8 feet wide" Site of Proposed Easement for Trades Waste 6 feet wide" and "Site of Proposed Easement for Water Pipe Line 10 feet wide" and referred to in notes 1, 3 and 6 respectively on that Deposited plan (herein called "the said lands"). **TOGETHER WITH** an easement or right to use for the construction and maintenance of works for sewerage purposes and trade waste sewerage purposes and water supply purposes the surface and the subsoil or undersurface of the said

**ENCUMBRANCES, &c., REFERRED TO:**

**SIGNED** in my presence for and on behalf of **THE COMMONWEALTH OF AUSTRALIA** by Kenneth Hamilton Bailey the Solicitor General of the Commonwealth who is personally known to me

Acting for Secretary of Attorney General's Department.

**THE COMMON SEAL OF THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD** was affixed hereto in the presence of a quorum of the Board on the 28th day of March 1956 **AS WITNESS** the hands of George Ernest Maunder and Thomas de Burgh two of the members in whose presence the Seal was so affixed:

**THE COMMON SEAL OF TAUBMANS INDUSTRIES LIMITED** was hereunto signed in my presence by the transferee affixed by the authority of the Director previously given, in the presence of the two Directors whose signatures appear opposite hereto and in the presence of

Secretary.

**K. H. Bailey**  
Solicitor General for Transferor

day of

Transferor

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

**W. E. Maunder**  
Transferree(s).

29/2/56

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

G498022

\*

lands WITH full and free right and liberty for the Board from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the said land and upon or at such depths or levels below the surface thereof as the Board shall think fit such main submain and reticulating sewers trade waste sewers pipes ventilating shafts and water pipe lines mains distributory reticulating and other works and such other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required for sewerage trade waste sewerage and water supply purposes and to use such works for the conveyance and passage of sewage and trade waste sewage and for water supply purposes and to take up any such works and substitute in lieu thereof any new works and with the right of support at all times of all such works of the Board as shall for the time being be in or upon the said lands AND for any of the purposes aforesaid to enter go return pass and repass upon along and over the said lands and make and sink excavations shafts and cuttings in and through the said lands and bring and place thereon and remove therefrom all such machinery materials implements tools articles and things as the Board shall think fit AND generally to exercise and perform in and upon the said lands any of the rights powers and authorities conferred on or vested in the Board under and by virtue of the Metropolitan Water Sewerage and Drainage Act 1924-1954 without liability to pay compensation to any person for any damage sustained by him through the exercise of any of the rights powers or authorities hereby or by virtue of the said Act conferred on or vested in or granted to the Board AND in relation to such easement and rights as are hereinbefore reserved to the Board the transferee DOETH HEREBY covenant with the Board THAT the transferee will not erect construct or place upon that part of the said lands referred to in the said note 6 any building or other structure whatever AND that the transferee will not at any time ~~after the transfer~~ erect construct or place any building or other structure upon those parts of the said lands referred to in the said notes 1 and 3 without the prior approval of the Board first had and obtained nor otherwise than in strict compliance with such conditions as the Board may impose AND the transferee DOETH HEREBY FURTHER COVENANT with the Board that the transferee will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said lands AND the Board doth hereby COVENANT with the transferee that whenever in exercise of any of the rights powers and authorities aforesaid it shall open or break up the surface of the said lands or damage or remove any fencing of the Transferee the Board shall upon completion of such work reinstate and restore such land or fencing (as the case may be) to their former condition so far as shall be reasonably practicable PROVIDED HOWEVER that nothing herein contained shall prevent nor shall the approval of the Board be required in respect of the construction laying use and maintenance and the inspection taking up cleansing amendment renewal repair removal or replacement of the open drains and/or covered pipe drains now or hereafter constructed and laid through over under and along those parts of the said Lot 3 marked "Site of Proposed Easement for Drainage 30 feet and 12 feet wide" on Deposited Plan No. 25403 and referred to in note 5f on that Plan BUT so that nothing hereinbefore contained shall be deemed to permit the said open drains or covered pipe drains being laid or used so as to interfere with or discharge into any sewer trade waste sewer or watermain of the Board otherwise than in accordance with the Metropolitan Water Sewerage and Drainage Act 1924-1954 or the By-laws made thereunder AND EXCEPTING AND RESERVING to the transferor and the owners

SIGNED in my presence for and on behalf of )  
THE COMMONWEALTH OF AUSTRALIA by Kenneth )  
Hamilton Bailey the Solicitor General of the )  
Commonwealth who is personally known to me: )

*K. H. Bailey* )  
Solicitor General for Transferor. )

*PP. D. Schuster*  
Acting for Secretary of Attorney  
General's Department.

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the 28th day of March 1956. AS WITNESS the hands of George Ernest Mounden and Thomas de Burgh two of the members in whose presence the Seal was so affixed:

*G. E. Mounden*  
*T. de Burgh*

THE COMMON SEAL of TAUBMANS INDUSTRIES LIMITED was hereunto affixed by the authority of the Directors previously given in the presence of the two Directors whose signatures appear opposite hereto and in the presence of:

*R. L. E.*  
*McLachlan*

*M. Mounden*  
Secretary.

Transferee.



for the time being of that part of the land comprised in Certificate of Title Volume 6572 Folio 67 adjoining Lots 1, 3 and 42 in Deposited Plan No. 25403 on the north (hereinafter called "the dominant tenement") and as appurtenant thereto full and free right and liberty to construct lay use and maintain open drains and covered pipe drains through over under and along all that piece of land being that part of the said Lot 3 in Deposited Plan No. 25403 marked on that Deposited Plan with the reference number 5f (hereinafter referred to as "the site of the servient drainage easement") for the free and uninterrupted passage of stormwater and other surface water TOGETHER WITH the right for the transferor and the owners and occupiers for the time being of the dominant tenement its and their officers servants workmen contractors and agents with or without horses carts and other vehicles to enter upon the site of the servient drainage easement for the purposes of inspecting the condition of taking up cleansing amending renewing repairing removing or replacing the said open drains and covered pipe drains or any part or parts thereof and of removing therefrom any obstruction and for the purposes aforesaid or any of them and as often as may be necessary to bring and place upon the site of the servient drainage easement and to remove therefrom all goods materials machinery tools implements appliances and articles and to do and perform all other such incidental acts and things as may be reasonably necessary or required doing as little damage as possible to the site of the servient drainage easement and forthwith making good all damage that may be done thereto in the exercise of the rights and authorities hereby reserved AND the Transferee for itself and its assigns hereby for the benefit of the adjoining land being that part of the land comprised in Certificate of Title Volume 6572 Folio 67 adjoining Lots 3 and 42 in Deposited Plan No. 25403 on the north but only during the ownership thereof by the transferor and its assigns other than Purchasers on sale covenants with the transferor and its assigns that no fence shall be erected on the said Lots 3 and 42 to divide them from such adjoining land without the consent of the transferor or its assigns, but such consent shall not be withheld if such fence is erected without expense to the transferor or its assigns and in favour of any person dealing with the transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected AND this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

ENCUMBRANCES ETC. REFERRED TO.

Easements reserved to the Transferor and The Metropolitan Water Sewerage and Drainage Board respectively by Transfer G406605.

SIGNED at Canberra the second day of May 1956.

SIGNED in my presence for and on behalf of )  
THE COMMONWEALTH OF AUSTRALIA by Kenneth )  
Hamilton Bailey the Solicitor General of )  
the Commonwealth who is personally known )  
to me:

*K. H. Bailey*  
.....  
Solicitor General for Transferor.

*[Signature]*  
Acting for Secretary of Attorney  
General's Department.

THE COMMON SEAL of THE METROPOLITAN WATER  
SEWERAGE AND DRAINAGE BOARD was affixed )  
hereto in the presence of a quorum of the )  
Board on the 28th day of March 1956. )  
AS WITNESS the hands of George Ernest Maund )  
and Thomas de Burghtwo of the members )  
in whose presence the Seal was so affixed:

*[Signature]*  
Accepted, and the Transferee  
certifies this Transfer to be  
correct for the purposes of  
the Real Property Act.

THE COMMON SEAL of TAUBMANS INDUSTRIES  
LIMITED was hereunto affixed by the author- )  
ity of the Directors previously given in )  
the presence of the two Directors whose )  
signatures appear opposite hereto and in )  
the presence of:

*[Signature]*  
Secretary.

*[Signature]*  
Transferee.

29/3/56  
**B**

No. G 498022

LODGED BY *Blaydon 11/6*

CONSENT OF MORTGAGEE!  
(N.B.—Before execution read marginal note.)

I, *mortgagee under Mortgage No.*  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

1 This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at *this* day of *19*

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at *the* day of *19*

Signed in the presence of—

2 Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.<sup>1</sup>

Appeared before me at *the* day of *one thousand*  
*nine hundred and* the attesting witness to this instrument  
and declared that he personally knew *the person*  
signing the same, and whose signature thereto he has attested; and that the name purporting to be such  
signature of the said *is* own handwriting, and  
that *he was of sound mind and freely and voluntarily signed the same.*

1 To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH
<i>[initials]</i>	<i>Subject to Covenant by Res. an Easement, to M.W.S. &amp; D. Board</i>	To be filled in by person lodging dealing.
Checked by <i>[initials]</i>	Particulars entered in Register Book, Volume <i>6572</i> Folio <i>67</i> <i>7077 - 179</i>	Received Docs. Nos. 3 4 5 6 7
Passed (in S.D.B.) by <i>[initials]</i>	<i>the 25<sup>th</sup> day of May 1956</i>	Receiving Clerk.
Signed by <i>[initials]</i>	<i>minutes past 12 o'clock in the noon</i> <i>J. W. Pelt</i> Registrar-General	

FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials	Date
to Survey Branch	<i>[initials]</i>	<i>18/4/56</i>
ed from Records	<i>[initials]</i>	<i>22/5/56</i>
written ...	<i>[initials]</i>	<i>23/5/56</i>
examined ...	<i>[initials]</i>	<i>23/5/56</i>
m prepared ...	<i>[initials]</i>	<i>23/5/56</i>
m examined ...	<i>[initials]</i>	<i>23/5/56</i>
forwarded ...	<i>[initials]</i>	<i>23/5/56</i>
of Engrossers ...	<i>[initials]</i>	<i>23/5/56</i>
ation Clerk ...	<i>[initials]</i>	<i>23/5/56</i>

7127 Fol. 65

EXTRA FILES  
Diagram  
Cust.  
Extra Folios

K 1165 81-437-V

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are :—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable :—(a) 5/- for each additional Certificate included in the Transfer, (b) 2/- for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

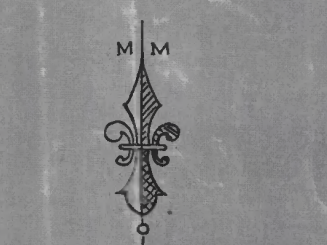
If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



MUNICIPALITY OF BANKSTOWN  
F954889 21.10.53  
(2 Sheets)

SHEET 1  
(In 2 Sheets)

This is the plan numbered & recorded as  
DEPOSITED PLAN No. 25403  
on the 7th day of June 1954  
L. Wells  
REGISTRAR GENERAL



PLAN

of subdivision of part of the land  
acquired by the Commonwealth Gazette N° 131 of 3rd July 1941

PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND

Scale 100 Feet to an Inch

NOTES

- It is intended to create the following Easements
- Over ① being Sites of Proposed Easements for Sewer 8 Feet Wide in favour of the Metropolitan Water Sewerage and Drainage Board.
  - Over ③ being Sites of Proposed Easements for Trades Waste 6 Feet Wide in favour of the Metropolitan Water Sewerage and Drainage Board.
  - Over ⑤ being Sites of Proposed Easements for Drainage 10 Feet Wide in favour of the Municipal Council of Bankstown.
  - Over ⑤<sup>a</sup> being Sites of Proposed Easements for Drainage 10 Feet Wide and Variable Width in favour of the Municipal Council of Bankstown.
  - Over ⑤<sup>b</sup> being Site of Proposed Easement for Drainage 20 Feet Wide in favour of the Municipal Council of Bankstown.
  - Over ⑤<sup>c</sup> being Site of Proposed Easement for Drainage 45 Feet Wide in favour of the Municipal Council of Bankstown.
  - Over ⑤<sup>d</sup> being Site of Proposed Easement for Drainage 30 Feet Wide in favour of Lot 6 and the Municipal Council of Bankstown.
  - Over ⑤<sup>e</sup> being Site of Proposed Easement for Drainage 30 Feet Wide in favour of Lots 3, 41 & 42, and the adjoining land owned by the Commonwealth of Australia North of Lots 1, 3, 41 and 42.
  - Over ⑤<sup>f</sup> being Site of Proposed Easement for Drainage 12 Feet and 30 Feet Wide in favour of Lot 42 and the adjoining land owned by the Commonwealth of Australia North of Lots 1, 3, 41 and 42. — Lot 41, C.F. 15/14/53
  - Over ⑥ being Sites of Proposed Easements for Water Pipe Lines 10 Feet Wide in favour of the Metropolitan Water Sewerage and Drainage Board.
  - Over ⑤<sup>g</sup> being Site of Proposed Easement for Drainage Variable Width in favour of Lot 5 and the Municipal Council of Bankstown.
  - Over ⑤<sup>h</sup> being Site of Proposed Easement for Drainage 12 Feet Wide in favour of Lot 41.
- It is intended to dedicate the New Roads, Cutoff Corners and Road Widening to the Public.

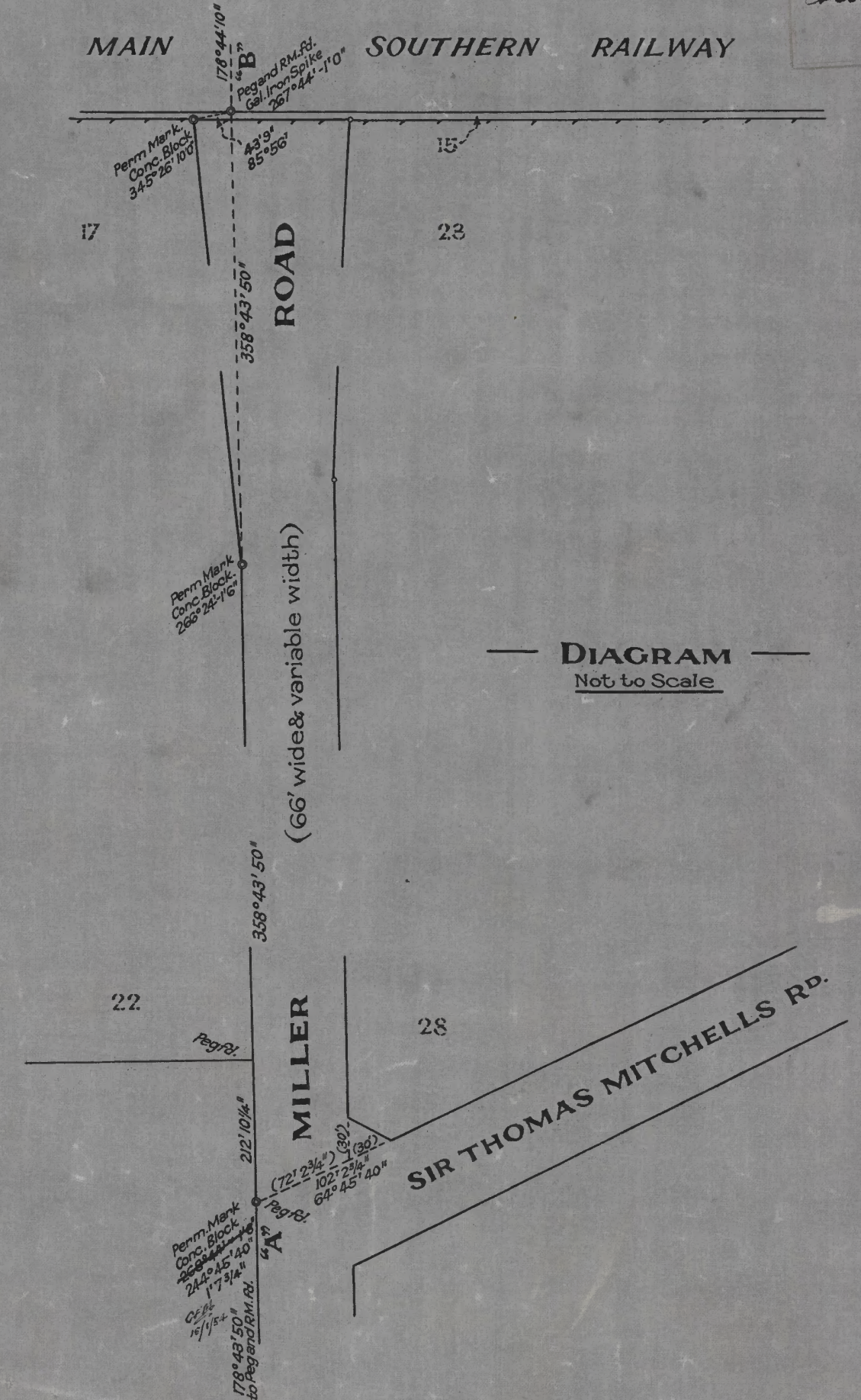


DIAGRAM  
Not to Scale

Subscribed and redeclared before me at Sydney  
this 20th. day of January A.D. 1954  
J.P.

Subscribed and declared before me at Sydney  
this 13th. day of May A.D. 1953

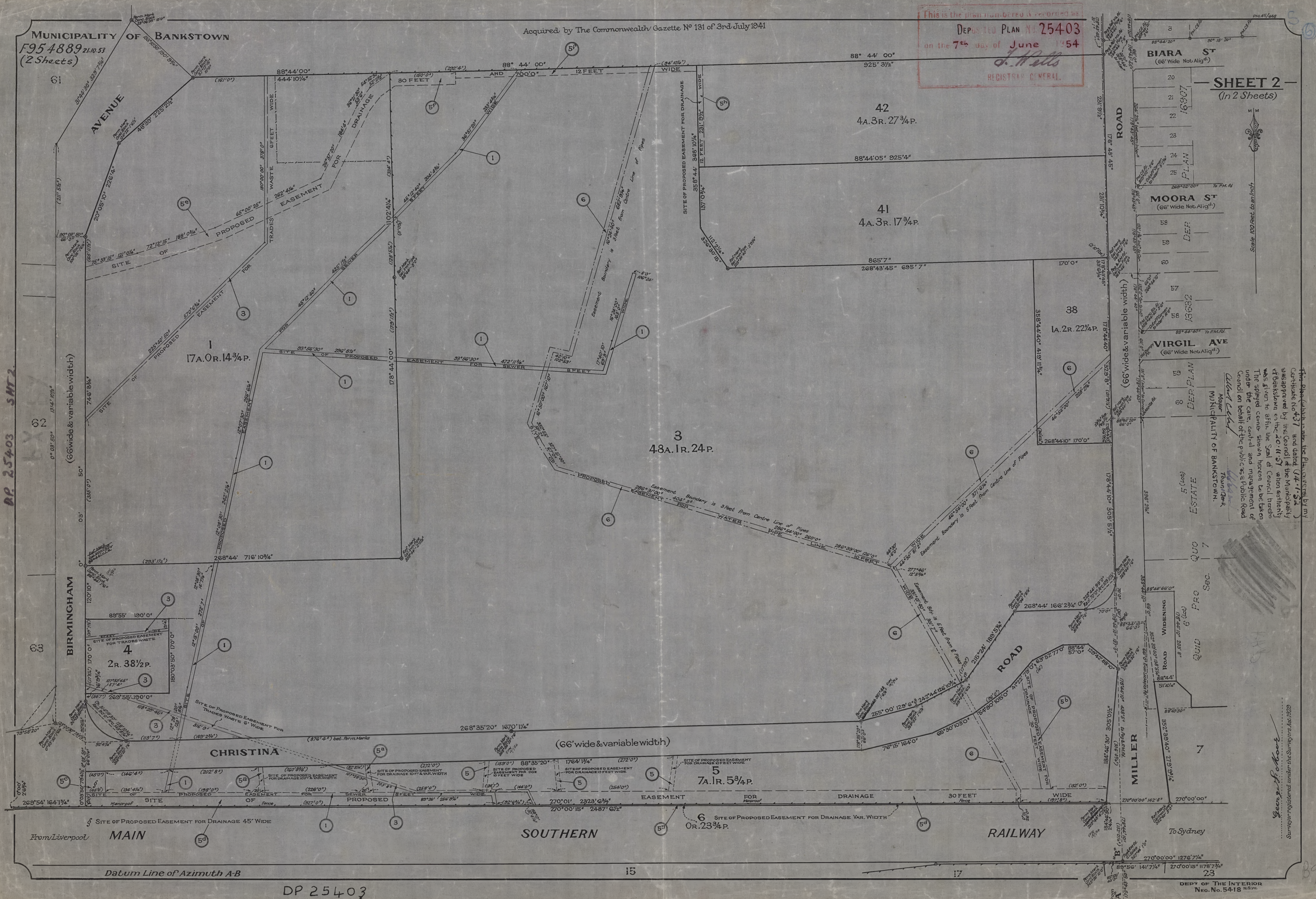
I George Frederick Moon, of the Department of The Interior, Sydney a Surveyor registered under the Surveyors Act, 1923, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933 by me, and was completed on the 14th. day of November 1952 and the Reference Marks and the Permanent Marks have been placed as shown hereon.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.  
(Signature) George F. Moon  
Surveyor registered under the Surveyors Act, 1933.

DP 25403  
Datum Line of Azimuth A-B  
F.9244, F.9245, F.9247 to F.9250, K1, F.155 NW, F.214 NW to F.217 NW, and F.226 NW.

Dates of Survey January 1948 & November 1952  
DEPT OF THE INTERIOR  
Rec. No. 54-17 NSW.





15 17 23

DEPT OF THE INTERIOR  
NEG. No. 54-18 N.S.W.



CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 25403 SH 1/2		
FEET INCHES		METRES
1	-	0.305
1	6	0.457
1	7 3/4	0.502
6	-	1.829
8	-	2.438
10	-	3.048
12	-	3.658
20	-	6.096
30	-	9.144
43	9	13.335
45	-	13.716
66	-	20.117
72	2 3/4	22.015
102	2 3/4	31.159
212	10 1/4	64.878

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 25403 SH 2/2		
FEET	INCHES	METRES
1	-	0.305
1	6	0.457
1	6 1/8	0.460
1	6 1/4	0.464
1	6 1/2	0.470
1	8 1/8	0.511
2	4 1/4	0.718
2	6 3/4	0.781
2	8 3/4	0.832
2	9 3/4	0.857
2	10	0.864
2	11 1/2	0.902
3	-	0.914
3	6	1.067
4	7 1/2	1.410
5	-	1.524
5	1 3/4	1.568
5	2 3/4	1.594
6	-	1.829
7	11 1/8	2.416
8	-	2.438
9	11 1/2	3.035
10	-	3.048
11	0 1/2	3.366
12	-	3.658
12	5 3/4	3.804
14	-	4.267
14	7 1/4	4.451
16	9 3/4	5.124
17	1 1/2	5.220
17	8 1/4	5.391
19	11 3/4	6.090
20	-	6.096
21	4	6.502
25	7	7.798
26	-	7.925
30	-	9.144
31	1	9.474
33	6 3/4	10.230
36	4 1/4	11.081
37	4 1/4	11.386
39	7 1/2	12.078
42	10	13.056
43	9	13.335
45	-	13.716
50	2	15.291
51	4 1/4	15.653
52	11 1/2	16.142
53	6	16.307
54	7	16.637
56	9 1/4	17.304
57	-	17.374
57	4	17.475
65	11 1/2	20.104
66	-	20.117
66	0 1/4	20.123
67	-	20.422
69	9	21.260
70	-	21.336
77	-	23.470
78	11 1/2	24.067
79	-	24.079
79	4 1/2	24.194
80	-	24.384
81	2	24.740
82	3 1/4	25.076
88	10	27.076
90	-	27.432
92	4 1/4	28.150
92	6 3/4	28.213
94	10 1/4	28.912
96	-	29.261
99	-	30.175
103	-	31.394
105	-	32.004
109	11 1/2	33.515
112	2 1/4	34.195



CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 25403	SH	2/2 CONTD
FEET INCHES		METRES
113	7	34.620
120	10	36.830
121	0 1/4	36.887
123	8 1/4	37.700
126	-	38.405
126	10 3/4	38.678
128	5 1/4	39.148
128	10 3/4	39.287
129	6	39.472
131	8	40.132
131	9 1/2	40.170
132	-	40.234
132	0 1/4	40.240
132	1 3/4	40.278
134	4 1/4	40.951
137	-	41.758
137	0 3/4	41.777
138	5 1/4	42.196
141	7 1/4	43.161
142	8	43.485
143	8 1/4	43.796
144	-	43.891
146	4	44.602
148	8 1/4	45.320
149	2 3/4	45.485
150	-	45.720
159	-	48.463
160	8 3/4	48.990
161	-	49.073
163	-	49.682
164	-	49.987
164	1 3/4	50.032
166	2 3/4	50.667
167	10	51.156
170	-	51.816
179	1 1/2	54.597
184	4	56.185
188	0 3/4	57.321
189	5 3/4	57.753
190	-	57.912
190	9 3/4	58.160
197	8	60.249
198	-	60.350
199	-	60.655
202	8	61.773
203	8	62.078
203	9 1/8	62.106
204	4 3/4	62.300
211	5 1/2	64.453
225	2 1/2	68.644
226	-	68.885
226	4	68.986
228	2 1/4	69.552
231	9 1/2	70.650
231	10 3/4	70.682
233	4 3/4	71.139
242	2 1/4	73.819
254	-	77.419
256	6 1/4	78.188
256	9 3/4	78.276
258	-	78.638
260	-	79.248
262	4 1/4	79.966
264	2 1/4	80.524
272	-	82.906
272	7	83.083
279	9 3/4	85.287
292	4	89.103
293	1 1/2	89.345
296	8 1/2	90.437
301	7	91.923
305	0 1/2	92.977
305	5 1/2	93.104
316	9	96.545
324	4	98.857
329	7 3/4	100.476
329	8	100.482



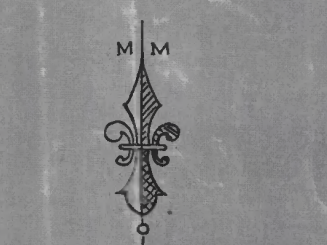
CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 25403 SH 2/2 CONTD		
FEET INCHES		METRES
335	-	102.108
368	10 1/4	112.427
371	6 1/4	113.240
378	-	115.214
396	2 3/4	120.771
404	3	123.215
419	11 3/8	128.000
419	11 3/4	128.010
422	2 1/4	128.683
425	1 1/2	129.578
444	10 1/4	135.592
472	11 3/4	144.164
570	6 3/4	173.907
661	-	201.473
682	9 1/4	208.109
700	-	213.360
716	10 3/4	218.510
746	8 3/4	227.603
865	7	263.830
876	4	267.106
925	3 1/2	282.029
925	4	282.042
927	-	282.550
1102	4 1/4	335.998
1178	7 3/4	359.251
1276	7 1/4	389.109
1314	10 1/2	400.774
1670	1 1/4	509.048
1764	1 3/4	537.712
2323	6 3/4	708.222
2487	6 1/2	758.203
AC RD P		SQ M
-	- 23 3/4	600.7
-	2 38 1/2	2997
1	2 22 1/4	6633
AC RD P		HA
4	3 17 3/4	1.967
4	3 27 3/4	1.992
7	1 5 3/4	2.948
17	- 14 3/4	6.917
48	1 24	19.59



MUNICIPALITY OF BANKSTOWN  
F954889 21.10.53  
(2 Sheets)

SHEET 1  
(In 2 Sheets)

This is the plan numbered & recorded as  
DEPOSITED PLAN No. 25403  
on the 7th day of June 1954  
L. Wells  
REGISTRAR GENERAL



PLAN

of subdivision of part of the land  
acquired by the Commonwealth Gazette N° 131 of 3rd July 1941

PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND

Scale 100 Feet to an Inch

NOTES

- It is intended to create the following Easements
- Over ① being Sites of Proposed Easements for Sewer 8 Feet Wide in favour of the Metropolitan Water Sewerage and Drainage Board.
  - Over ③ being Sites of Proposed Easements for Trades Waste 6 Feet Wide in favour of the Metropolitan Water Sewerage and Drainage Board.
  - Over ⑤ being Sites of Proposed Easements for Drainage 10 Feet Wide in favour of the Municipal Council of Bankstown.
  - Over ⑤<sup>a</sup> being Sites of Proposed Easements for Drainage 10 Feet Wide and Variable Width in favour of the Municipal Council of Bankstown.
  - Over ⑤<sup>b</sup> being Site of Proposed Easement for Drainage 20 Feet Wide in favour of the Municipal Council of Bankstown.
  - Over ⑤<sup>c</sup> being Site of Proposed Easement for Drainage 45 Feet Wide in favour of the Municipal Council of Bankstown.
  - Over ⑤<sup>d</sup> being Site of Proposed Easement for Drainage 30 Feet Wide in favour of Lot 6 and the Municipal Council of Bankstown.
  - Over ⑤<sup>e</sup> being Site of Proposed Easement for Drainage 30 Feet Wide in favour of Lots 3, 41 & 42, and the adjoining land owned by the Commonwealth of Australia North of Lots 1, 3, 41 and 42.
  - Over ⑤<sup>f</sup> being Site of Proposed Easement for Drainage 12 Feet and 30 Feet Wide in favour of Lot 42 and the adjoining land owned by the Commonwealth of Australia North of Lots 1, 3, 41 and 42. — Lot 41, C.F. 14/153
  - Over ⑥ being Sites of Proposed Easements for Water Pipe Lines 10 Feet Wide in favour of the Metropolitan Water Sewerage and Drainage Board.
  - Over ⑤<sup>g</sup> being Site of Proposed Easement for Drainage Variable Width in favour of Lot 5 and the Municipal Council of Bankstown.
  - Over ⑤<sup>h</sup> being Site of Proposed Easement for Drainage 12 Feet Wide in favour of Lot 41.

It is intended to dedicate the New Roads, Cut-off Corners and Road Widening to the Public.

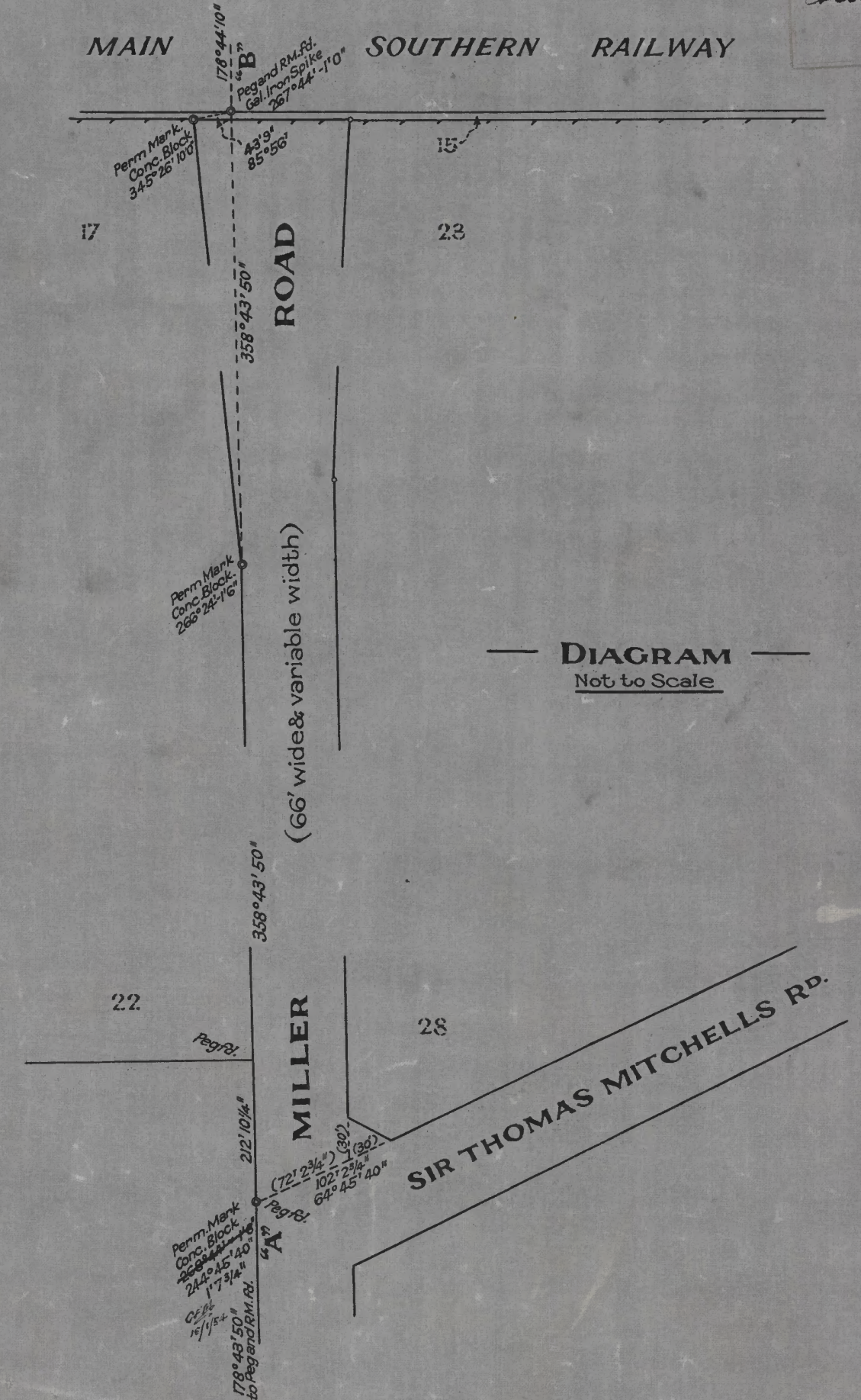


DIAGRAM  
Not to Scale

Subscribed and redeclared before me at Sydney  
this 20th. day of January A.D. 1954

J.P.

Subscribed and declared before me at Sydney  
this 13th. day of May A.D. 1953

Surveyor registered under the Surveyors Act, 1933.

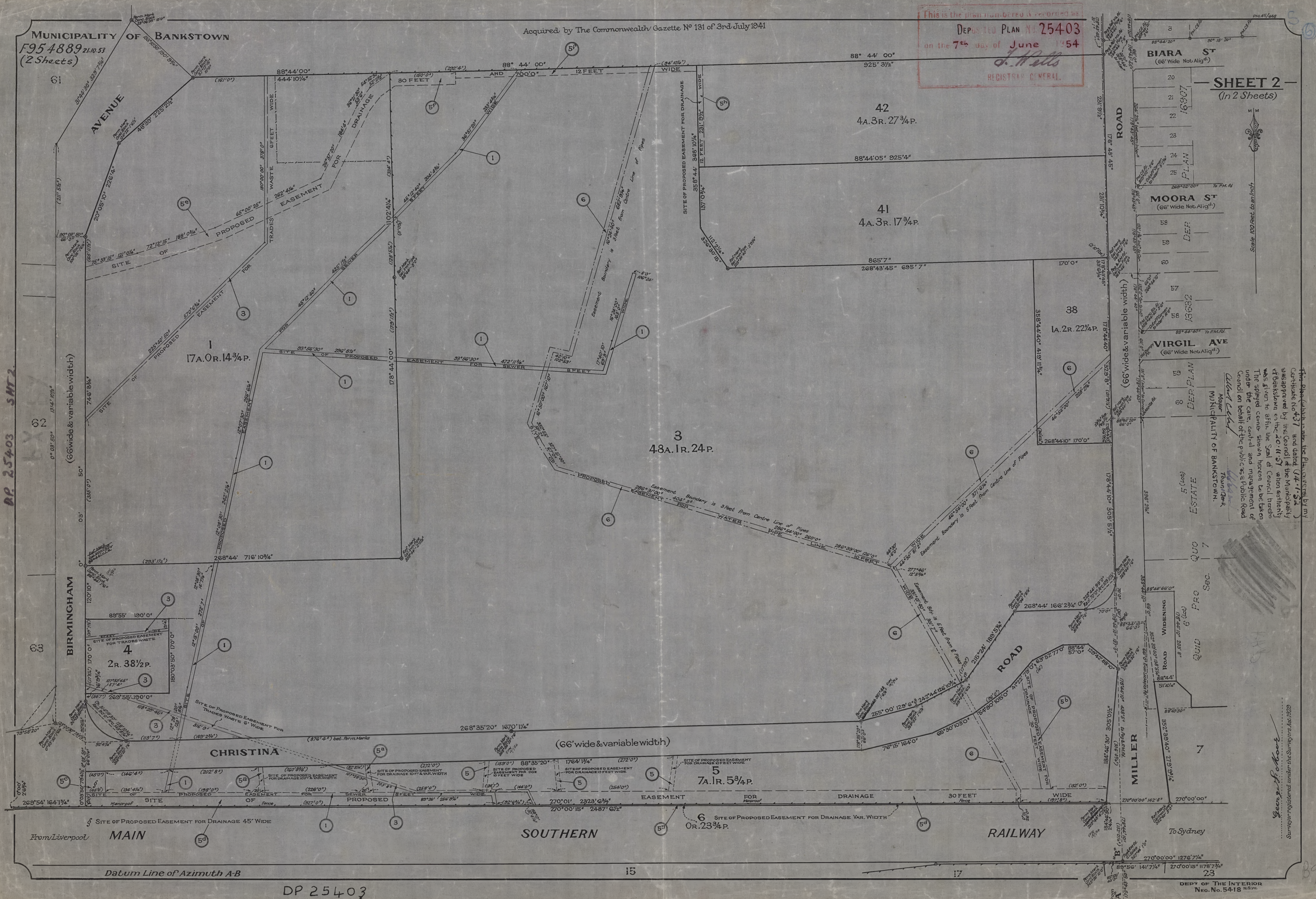
I George Frederick Moon, of the Department of The Interior, Sydney a Surveyor registered under the Surveyors Act, 1933, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933 by me, and was completed on the 14th. day of November 1952 and the Reference Marks and the Permanent Marks have been placed as shown hereon.

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

(Signature) George F. Moon  
Surveyor registered under the Surveyors Act, 1933.

Datum Line of Azimuth A-B





DP 25403

DEPT OF THE INTERIOR  
NEG. No. 54-18 N.S.W.



CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 25403 SH 1/2		
FEET INCHES		METRES
1	-	0.305
1	6	0.457
1	7 3/4	0.502
6	-	1.829
8	-	2.438
10	-	3.048
12	-	3.658
20	-	6.096
30	-	9.144
43	9	13.335
45	-	13.716
66	-	20.117
72	2 3/4	22.015
102	2 3/4	31.159
212	10 1/4	64.878

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 25403 SH 2/2		
FEET	INCHES	METRES
1	-	0.305
1	6	0.457
1	6 1/8	0.460
1	6 1/4	0.464
1	6 1/2	0.470
1	8 1/8	0.511
2	4 1/4	0.718
2	6 3/4	0.781
2	8 3/4	0.832
2	9 3/4	0.857
2	10	0.864
2	11 1/2	0.902
3	-	0.914
3	6	1.067
4	7 1/2	1.410
5	-	1.524
5	1 3/4	1.568
5	2 3/4	1.594
6	-	1.829
7	11 1/8	2.416
8	-	2.438
9	11 1/2	3.035
10	-	3.048
11	0 1/2	3.366
12	-	3.658
12	5 3/4	3.804
14	-	4.267
14	7 1/4	4.451
16	9 3/4	5.124
17	1 1/2	5.220
17	8 1/4	5.391
19	11 3/4	6.090
20	-	6.096
21	4	6.502
25	7	7.798
26	-	7.925
30	-	9.144
31	1	9.474
33	6 3/4	10.230
36	4 1/4	11.081
37	4 1/4	11.386
39	7 1/2	12.078
42	10	13.056
43	9	13.335
45	-	13.716
50	2	15.291
51	4 1/4	15.653
52	11 1/2	16.142
53	6	16.307
54	7	16.637
56	9 1/4	17.304
57	-	17.374
57	4	17.475
65	11 1/2	20.104
66	-	20.117
66	0 1/4	20.123
67	-	20.422
69	9	21.260
70	-	21.336
77	-	23.470
78	11 1/2	24.067
79	-	24.079
79	4 1/2	24.194
80	-	24.384
81	2	24.740
82	3 1/4	25.076
88	10	27.076
90	-	27.432
92	4 1/4	28.150
92	6 3/4	28.213
94	10 1/4	28.912
96	-	29.261
99	-	30.175
103	-	31.394
105	-	32.004
109	11 1/2	33.515
112	2 1/4	34.195



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120	10	36.830
121	0 1/4	36.887
123	8 1/4	37.700
126	-	38.405
126	10 3/4	38.678
128	5 1/4	39.148
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129	6	39.472
131	8	40.132
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134	4 1/4	40.951
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137	0 3/4	41.777
138	5 1/4	42.196
141	7 1/4	43.161
142	8	43.485
143	8 1/4	43.796
144	-	43.891
146	4	44.602
148	8 1/4	45.320
149	2 3/4	45.485
150	-	45.720
159	-	48.463
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161	-	49.073
163	-	49.682
164	-	49.987
164	1 3/4	50.032
166	2 3/4	50.667
167	10	51.156
170	-	51.816
179	1 1/2	54.597
184	4	56.185
188	0 3/4	57.321
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190	9 3/4	58.160
197	8	60.249
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204	4 3/4	62.300
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225	2 1/2	68.644
226	-	68.885
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231	10 3/4	70.682
233	4 3/4	71.139
242	2 1/4	73.819
254	-	77.419
256	6 1/4	78.188
256	9 3/4	78.276
258	-	78.638
260	-	79.248
262	4 1/4	79.966
264	2 1/4	80.524
272	-	82.906
272	7	83.083
279	9 3/4	85.287
292	4	89.103
293	1 1/2	89.345
296	8 1/2	90.437
301	7	91.923
305	0 1/2	92.977
305	5 1/2	93.104
316	9	96.545
324	4	98.857
329	7 3/4	100.476
329	8	100.482

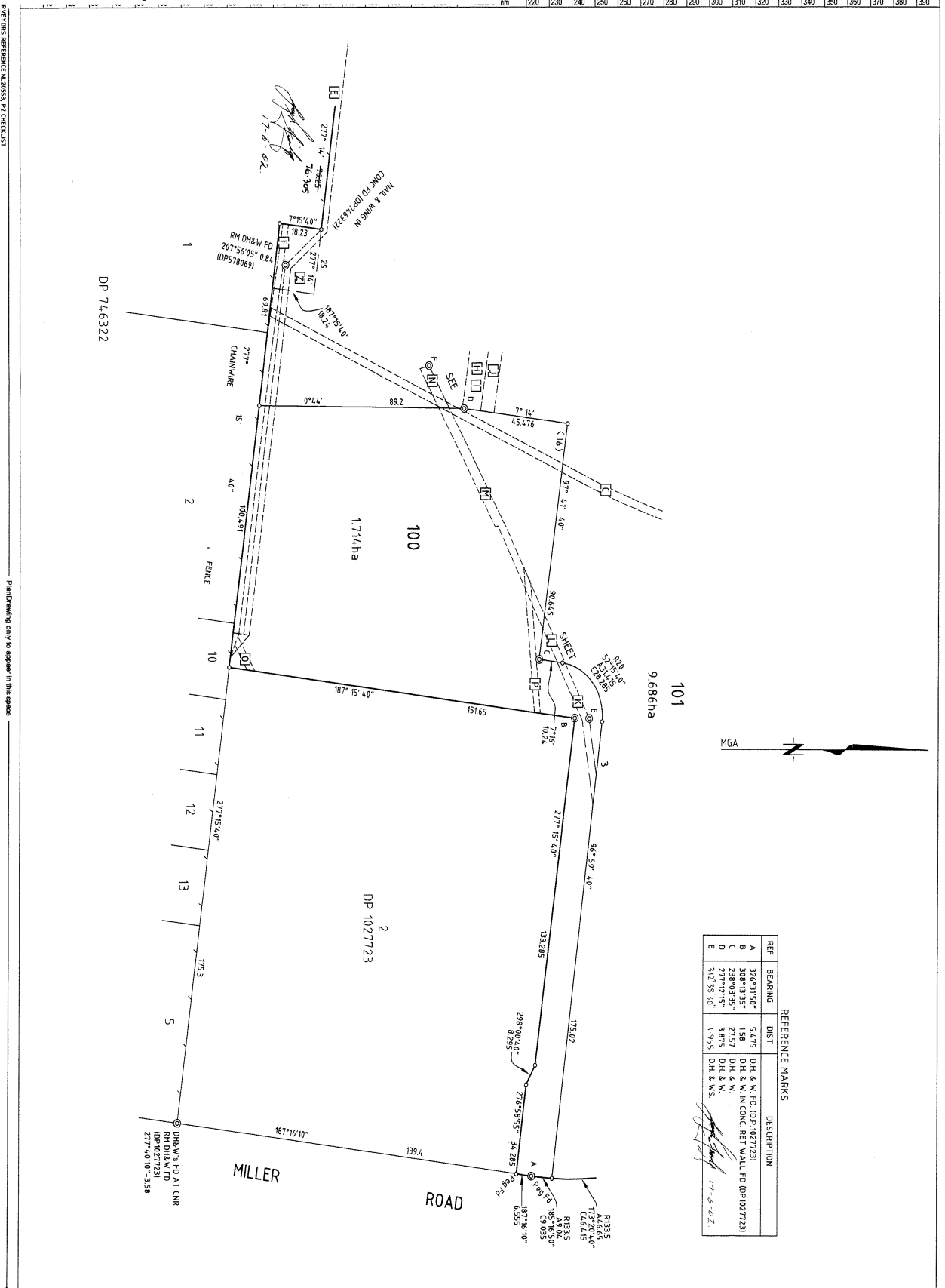


DP 25403 SH 2/2 CONTD		
FEET INCHES		METRES
335	-	102.108
368	10 1/4	112.427
371	6 1/4	113.240
378	-	115.214
396	2 3/4	120.771
404	3	123.215
419	11 3/8	128.000
419	11 3/4	128.010
422	2 1/4	128.683
425	1 1/2	129.578
444	10 1/4	135.592
472	11 3/4	144.164
570	6 3/4	173.907
661	-	201.473
682	9 1/4	208.109
700	-	213.360
716	10 3/4	218.510
746	8 3/4	227.603
865	7	263.830
876	4	267.106
925	3 1/2	282.029
925	4	282.042
927	-	282.550
1102	4 1/4	335.998
1178	7 3/4	359.251
1276	7 1/4	389.109
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2323	6 3/4	708.222
2487	6 1/2	758.203
AC RD P		SQ M
-	- 23 3/4	600.7
-	2 38 1/2	2997
1	2 22 1/4	6633
AC RD P		HA
4	3 17 3/4	1.967
4	3 27 3/4	1.992
7	1 5 3/4	2.948
17	- 14 3/4	6.917
48	1 24	19.59



PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING CREAMING OR FOLDING WILL LEAD TO REJECTION



DP1041971

Registered:

This is sheet 2 of my plan in 3 sheets dated 15 MAY 2002

Signature: [Signature]

Surveyor's Registration No. 1009

This is sheet 2 of my plan in 3 sheets covered by subdivision certificate No. [ ]

Authorised Person/General Manager/Deputy Clerk

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

Reduction Ratio: 1:1000

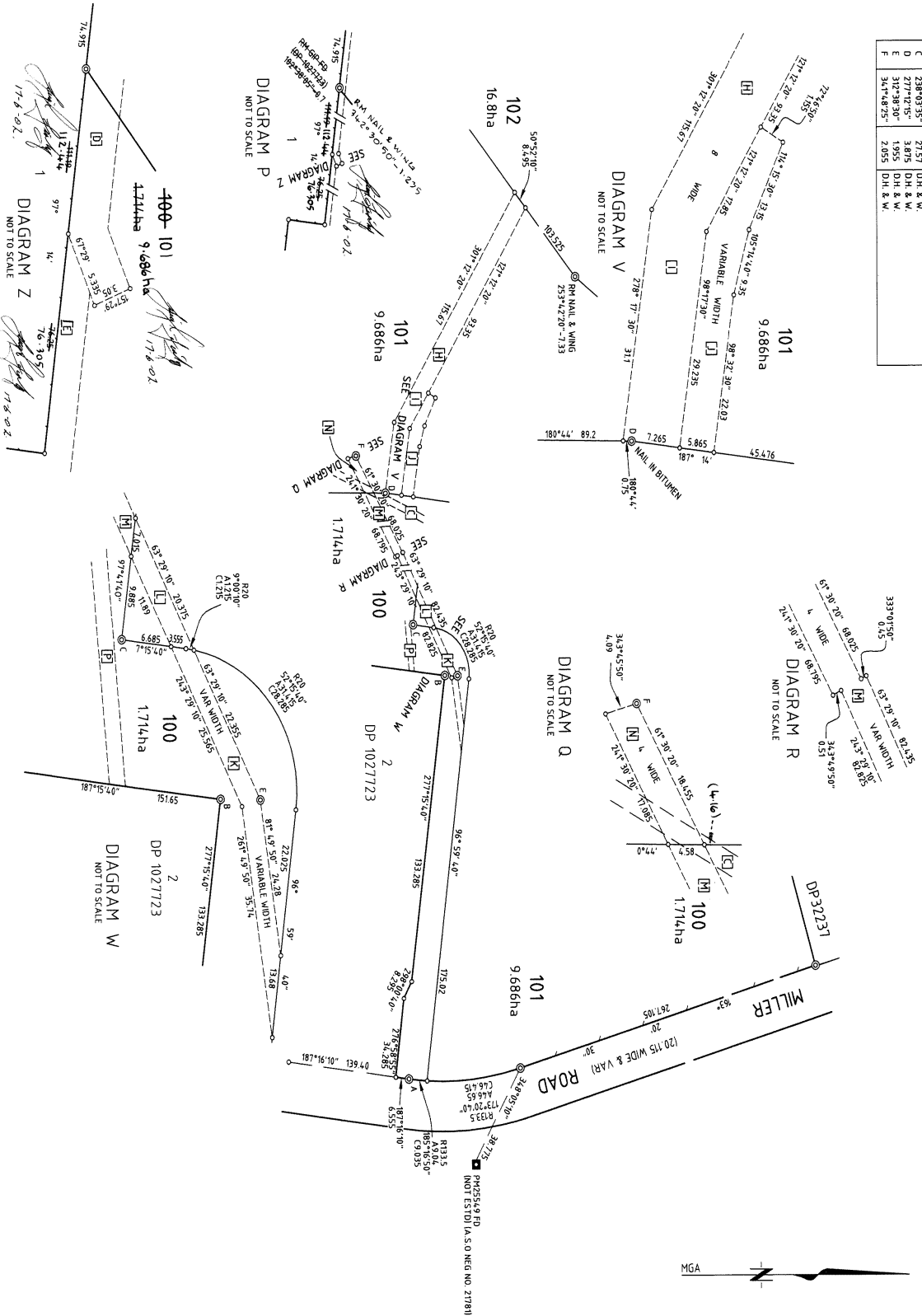


PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

REFERENCE MARKS

REF	BEARING	DIST	DESCRIPTION
A	326°15'50"	5.475	D.H. & W. IN KB. FD. (D.P. 1027723)
B	308°13'35"	1.58	D.H. & W. IN CONC. RET. WALL. FD. (D.P. 1027723)
C	238°03'35"	27.57	D.H. & W.
D	277°42'15"	3.875	D.H. & W.
E	314°38'30"	1.955	D.H. & W.
F	347°40'25"	2.055	D.H. & W.



DP1041971

Registered

This is sheet 3 of my plan in 3 sheets  
dated 15 MAY 2002

Signature: *[Signature]*  
Surveyor: *[Signature]* (Licence No. 102)

This is sheet 3 of my plan in 3 sheets  
covered by subdivision certificate No. ....

Authorised Person/General Manager/Accountant/Manager

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

Reduction Ratio: 1:1250

**DP1041971**

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

**Plan:**

Plan of Subdivision of Lot 1 in DP 1027723.

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

The Commonwealth of Australia  
Property Management Branch  
Department of Finance & Administration  
Level 5, Block B  
Treasury Building, Parkes Place West  
Parkes ACT 2600

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriageway 8 wide (H)	101	100 & 102
2	Easement for Services 8 wide (I)	101	100 & 102
3	Easement for Parking variable width (J)	101	100 & 102
4	Easement for Drainage of Water variable width (K)	100	101
5	Easement for Drainage of Water variable width (L)	101	100
6	Easement for Drainage of Water variable width (M)	100	101 & Lot 2 in DP <del>102773-1027723</del>
7	Easement for Drainage of Water variable width (N)	101	100 & Lot 2 in DP <del>102773-1027723</del>

# DP1041971

## Part 2 (Terms)

1. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan**
  1. Full and free right for every person who is, at any time, entitled to an estate or interest in the benefited lots, or any part of them, and every person authorised by them, to go, pass and repass at all times and for all purposes with or without vehicles or both to or from the benefited lots or any part of them.
  2. In exercising those rights, the owners of the benefited lots must not erect a fence along the boundaries of the right of carriageway.
  3. The rights created by this right of carriageway are subject to the right of the owner of the burdened lot to construct a driveway or road across the right of carriageway for access to and from the northern and southern portions of the lot burdened.
  4. This right of carriageway terminates on the day the Commonwealth of Australia ceases to be the owner of Lot 100 on the plan. For the purpose of removing this right of carriageway from the Certificate of Title for the burdened lot, the Registrar General is authorised to accept a request from the owner of the burdened lot or any part of it accompanied by a statutory declaration from that owner to which is attached a title search of Lot 100 on the plan showing it is no longer owned by the Commonwealth of Australia.
2. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan**
  1. The terms of easement numbered 1 in the plan are modified by deleting the word "domestic" in clause 1(a) and in clause 3 in Part 11 of Schedule 8 to the Conveyancing Act 1919.
  2. This easement terminates on the day the Commonwealth of Australia ceases to be the owner of Lot 100 on the plan. For the purpose of removing this easement from the Certificate of Title for the burdened lot, the Registrar General is authorised to accept a request from the owner of the burdened lot or any part of it accompanied by a statutory declaration from that owner to which is attached a title search of Lot 100 on the plan showing it is no longer owned by the Commonwealth of Australia.
3. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan**
  1. Full and free right for the owners of the benefited lots and every person authorised by them to park vehicles on the burdened lot but only on the site of this easement and also the right to do anything reasonably necessary for the purpose including entering the lot burdened with or without vehicles.
  2. This easement terminates on the day the Commonwealth of Australia ceases to be the owner of Lot 100 on the plan. For the purpose of removing this easement from the Certificate of Title for the burdened lot, the Registrar General is authorised to accept a request from the owner of the burdened lot or any part of it

## DP1041971

accompanied by a statutory declaration from that owner to which is attached a title search of Lot 100 on the plan showing it is no longer owned by the Commonwealth of Australia.

4. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 4 and 6 in the plan**

The terms of the easements numbered 4 and 6 in the plan are modified as follows:

- (a) by adding the following words after the words "natural source" in clause 1(a) of Part 8 of Schedule 8 to the *Conveyancing Act 1919*:  
  
"(whether rain, storm, spring, soakage, or seepage water)";
- (b) by adding the following clauses 3 and 4 to Part 8 of Schedule 8 to the *Conveyancing Act 1919*.  
  
"3. Notwithstanding anything else in this easement so long as the Commonwealth of Australia is the owner of the burdened lot the owner of the benefited lot must not exercise its right to enter the burdened lot without the prior written consent of the Commonwealth of Australia and unless it complies in all respects with the security requirements of the Commonwealth of Australia.
- 4. The rights created by this easement are subject to the right at all times for the owner of the lot burdened to:
  - (a) subject to clauses (b) and (c) below, require every person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of that lot with which the rights are capable of enjoyment to execute a release in registrable form of this easement; but
  - (b) the owner of the lot burdened may only require that execution after the registration of an easement in the same terms as this easement save that the site of the new easement provides substantially the same benefits as this easement and meets the requirements of all relevant authorities; and
  - (c) the owner of the lot burdened must promptly in a proper and workmanlike manner:
    - (i) reconstruct all pipes and other means to drain water within the site of the new easement; and
    - (ii) provide any necessary temporary drainage facility."

5. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 and 7 in the plan**

The terms of the easements numbered 5 and 7 in the plan are modified as follows:

- (a) by adding the following words after the words "natural source" in clause 1(a) of Part 8 of Schedule 8 to the *Conveyancing Act 1919*:  
  
"(whether rain, storm, spring, soakage, or seepage water)";

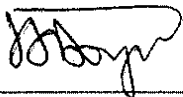
- (b) by adding the following clauses 3 to Part 8 of Schedule 8 to the *Conveyancing Act 1919*.
- "3. The rights created by this easement are subject to the right at all times for the owner of the lot burdened to:
- (a) subject to clauses (b) and (c) below, require every person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of that lot with which the rights are capable of enjoyment to execute a release in registrable form of this easement; but
  - (b) the owner of the lot burdened may only require that execution after the registration of an easement in the same terms as this easement save that the site of the new easement provides substantially the same benefits as this easement and meets the requirements of all relevant authorities; and
  - (c) the owner of the lot burdened must promptly in a proper and workmanlike manner;
    - (i) reconstruct all pipes and other means to drain water within the site of the new easement; and
    - (ii) provide any necessary temporary drainage facility."

SIGNED for and on behalf of THE  
COMMONWEALTH OF  
AUSTRALIA by:

(Name)

(Position and position No.)

Delegate of the Attorney General in the  
presence of:



Witness

  
Barry Jackson  
Assistant Secretary  
Department of Finance and Administration  
Position No. 0073

JULIE SCOTT DOYLE

Name of Witness

DP1041971



Form: 01TCV  
Release:  
www.lpi.nsw.gov.au

**TRANSFER  
INCLUDING COVENA**

New South Wales  
Real Property Act 1900



**8801971T**

**PRIVACY NOTE:** this information is legally required and will become part of the public record

**STAMP DUTY**

Office of State Revenue use only

NEW SOUTH WALES DUTY

11-07-2002

0001042494-001

SECTION 18(2)

DUTY

\$ \*\*\*\*\*2.00

**(A) TORRENS TITLE**

Folio Identifier 101/1041971

**(B) LODGED BY**

Delivery  
Box

Name, Address or DX and Telephone

CODE

1821

Reference:

22609 B W

T

**(C) TRANSFEROR**

THE COMMONWEALTH OF AUSTRALIA

**(D)** The transferor acknowledges receipt of the consideration of \$ 13,300,000.00

and as regards the land specified above transfers to the transferee an estate in fee simple,

**(E)** and the TRANSFEREE covenants with the TRANSFEROR as fully set out in schedule 1 hereto.

**(F)** Encumbrances (if applicable):

**(G) TRANSFEREE**

ESTATE PROJECT DEVELOPMENTS PTY LIMITED  
(ACN 094 703 661)

**(H)** TENANCY:

DATE 27/06/2002

**(I)** I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the Transferor.

Signature of witness:

Name of witness:

JULIE SCOTT DAYKE

Address of witness:

11 GETTING CRES  
CAMPBELL ACT 2612

Signature of Transferor:

  
SEE ANNEXURE "A"

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the Transferee.

Signature of witness:

Signature of Transferee:

Name of witness:

SEE ANNEXURE "A"

Address of witness:

All handwriting must be in block capitals

(J) **SCHEDULE 1 TO TRANSFER:**

(K) **Dated:** 27/06/2002

**From:** THE COMMONWEALTH OF AUSTRALIA

**To:** ESTATE PROJECT DEVELOPMENTS PTY LIMITED (ACN 094 703 661)

(L) **Land benefited by covenant:**

LOTS 100 AND 102 IN DEPOSITED PLAN 1041971

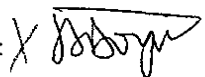
**Land burdened by covenant:**

LOT 101 IN DEPOSITED PLAN 1041971

(M) **Terms of the covenant:**

NO FENCE SHALL BE ERECTED ON ANY PART OF THE LAND BURDENED OR ON ANY OF ITS BOUNDARIES IN EITHER CASE TO DIVIDE IT FROM THE LAND BENEFITED UNLESS THE FENCE IS ERECTED AT THE SOLE EXPENSE OF THE TRANSFEREE OR ITS ASSIGNS WITHOUT ANY COST TO THE TRANSFEROR.

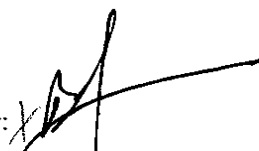
(N) **Signature of witness:**



**Signature of witness:**



**Signature of transferor:**

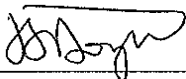


**Signature of transferee:**



ANNEXURE "A"

I certify that the person(s) signing opposite,  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this transfer in my presence.



Signature of witness

JULIE SCOTT DOYLE

Name of witness

11 GETTING CRES

CAMPBELL

ACT 2612

Address of witness

Certified correct for the purposes of the Real  
Property Act 1900 by the authorised  
officer(s) named below.

SIGNED for and on behalf of  
COMMONWEALTH OF AUSTRALIA  
by:

(Name)

(Position and position no)

in the presence of:

Delegate of the Attorney General

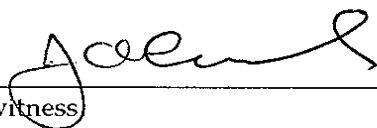
Barry Jackson

Assistant Secretary

Department of Finance and Administration

Position No. 0073

I certify that the attorney(s) signing opposite,  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this transfer in my presence.



Signature of witness

JAMES ARTHUR CREECH

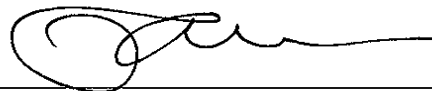
Name of witness

L 9 1 CHIFLEY SQ

Address of witness

SYDNEY

Certified correct for the purposes of the Real  
Property Act 1900 by the attorney(s) named  
below who signed this transfer pursuant to  
the power of attorney specified.



Signature of attorney

James Brendan Aubusson

Attorney's name

ESTATE PROJECT DEVELOPMENTS PTY  
LIMITED

Signing on behalf of

Power of attorney - Book

4353

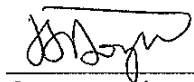
- No

75



ANNEXURE "A"

I certify that the person(s) signing opposite,  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this transfer in my presence.



Signature of witness

JULIE SCOTT DOYLE

Name of witness

11 GETTING CRES

CAMPBELL

ACT 2612

Address of witness

Certified correct for the purposes of the Real  
Property Act 1900 by the authorised  
officer(s) named below.

SIGNED for and on behalf of  
**COMMONWEALTH OF AUSTRALIA**  
by:

(Name)

(Position and position no)

in the presence of:

Delegate of the Attorney General

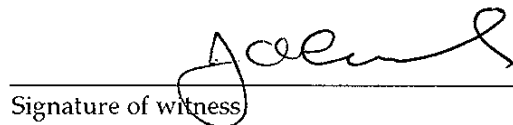
**Barry Jackson**

Assistant Secretary

Department of Finance and Administration

Position No. 0073

I certify that the attorney(s) signing opposite,  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this transfer in my presence.



Signature of witness

JAMES ARTHUR CREECH

Name of witness

L 9 1 CHIPLEY SQ

Address of witness

SYDNEY

Certified correct for the purposes of the Real  
Property Act 1900 by the attorney(s) named  
below who signed this transfer pursuant to  
the power of attorney specified.



Signature of attorney

James Brendan Aubusson

Attorney's name

**ESTATE PROJECT DEVELOPMENTS PTY  
LIMITED**

Signing on behalf of

Power of attorney - Book

4353

- No

75

2140:76697

Veronica Liu Conveyancing  
PO Box 1011  
AUBURN NSW 1835

## PLANNING CERTIFICATE

**Section 10.7 of the Environmental Planning and Assessment Act, 1979.**

**Certificate No:** 20216007  
19 July 2021

**Land which Certificate is issued for:**

**Lot 81 DP 270687**

**28 Bowaga Circuit, VILLAWOOD NSW 2163**

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)  
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

Land which Certificate is issued for:

**Lot 81 DP 270687**

**28 Bowaga Circuit, VILLAWOOD NSW 2163**

**PART 1:  
ENVIRONMENTAL PLANNING INSTRUMENTS**

**1.1      Principal Environmental Planning Instrument**

**Bankstown Local Environmental Plan 2015**

Date effective from

**5 March 2015**

Land Use Zone

**ZONE R2      LOW DENSITY RESIDENTIAL**

**1.      Permitted without consent**

Home occupations

**2.      Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Hospitals; Information and education facilities; Jetties; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water recreation structures; Water supply systems

**3.      Prohibited**

Any development not specified in item 1 or 2

*The above information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.*

## 1.2 **State Environmental Planning Policies**

**Note:** The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning, Industry and Environment (DPIE) website at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au). The full wording of each SEPP can also be accessed via the DPIE website.

### **State Environmental Planning Policies:**

No. 19 - Bushland in Urban Areas

No. 21 - Caravan Parks

No. 33 - Hazardous and Offensive Development

No. 50 - Canal Estates

No. 55 - Remediation of Land

No. 64 - Advertising and Signage

No. 65 - Design Quality of Residential Apartment Development

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Coastal Management) 2018

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

### **Greater Metropolitan Regional Environmental Plan**

Georges River Catchment

Aims to protect the water quality of the Georges River and its tributaries and the environmental quality of the whole catchment. The objectives of the plan are to be achieved through coordinated land use planning and development control. The plan establishes the framework within which local, State and Federal agencies will consult so that there is a consistent approach to planning and development within the catchment.

### **Proposed State Environmental Planning Policies:**

Not applicable

## 1.3 **Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act**

The land is affected by Planning Proposal (PP\_2019\_CBANK\_005) which has been placed on public exhibition. The Planning Proposal seeks to produce a single set of planning rules for the Canterbury Bankstown Local Government Area and to implement key actions of current land use strategies.

## 1.4 **Development Control Plans**

### **BANKSTOWN DEVELOPMENT CONTROL PLAN 2015**

Contains detailed design guidelines and development standards for development in the former Bankstown City.

## 1.5 **Contribution Plans**

### **BANKSTOWN DEVELOPMENT CONTRIBUTIONS PLAN 2019**

Development Contributions Plan prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2000.

**PART 2:  
RESTRICTIONS ON DEVELOPMENT****2.1 Heritage**

The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

**2.2 Mine Subsidence**

The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

**2.3 Road Widening and Road Realignment**

*Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument;*

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

*Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council.*

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

**2.4 Council and Other Public Authority Policies on Hazard Risk Restrictions**

*Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:*

- **Land Slip**

The land is not affected by a policy restriction relating to landslip

- **Bushfire**

Not applicable

- **Tidal Inundation**

The land is not affected by a policy restriction relating to tidal inundation

- **Subsidence**

The land is not affected by a policy restriction relating to subsidence

- **Acid Sulfate Soils**

The land is not affected by a policy restriction relating to acid sulfate soils.

- **Unhealthy Building Land**

The land is not affected by a policy restriction relating to Unhealthy Building Land.

- **Any Other Risk**

Not applicable.

**2.5 Flooding**

The land, or part of the land, is **not** within the flood planning area (FPA) or probable maximum flood (PMF).

The land, or part of the land, is **not** subject to flood related development controls.

**2.6 Matters arising under the Contaminated Land Management Act, 1997.**

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environmental Protection Agency (EPA)* for more information.

**2.7 Land Reserved For Acquisition**

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

**2.8 Property Vegetation Plans**

Not applicable

**2.9 Orders under Trees (Disputes Between Neighbours) Act 2006**

Not applicable

**2.10 Directions under Part 3A**

Not applicable

**2.11 Site Compatibility Certificates and Conditions for Seniors Housing**

Not applicable

**2.12 Site Compatibility Certificates for Infrastructure**

Not applicable

**2.13 Site Compatibility Certificates and Conditions for Affordable Rental Housing**

Not applicable

**2.14 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

Not applicable

**2.15 Biodiversity Certified Land**

Not applicable

**2.16 Paper Subdivision Information**

Not applicable

**2.17 Site Verification Certificates**

Not applicable

**2.18 Loose-Fill Asbestos Ceiling Insulation**

Not applicable

**2.19 Affected Building Notices and Building Product Rectification Orders**

Not applicable

**2.20 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020**

Not applicable

**2.21**
**Complying Development**

*Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land. **Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.***

Housing Code (if in a residential zone)	Yes.
Rural Housing Code (if in a rural residential zone)	Not applicable
Low Rise Housing Diversity Code	Yes.
Housing Alterations Code	Yes.
General Development Code	Yes.
Greenfield Housing Code	Not applicable
Inland Code	Not applicable
Commercial and Industrial (New Buildings and Additions) Code	Yes.
Commercial and Industrial Alterations Code	Yes.
Container Recycling Facilities Code	Yes.
Demolition Code	Yes.
Subdivision Code	Yes.
Fire Safety Code	Yes.

**Important Disclaimer:** This clause of the Certificate only contains information in respect of that required by clause 3 of Schedule 4 of the Environmental Planning and Assessment Regulation 2000, in relation to Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued under the provisions of the SEPP is invalid.



**MITCHELL NOBLE  
MANAGER SPATIAL PLANNING**



## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by 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 free from all encumbrances.
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.
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 is available and that there are no encroachments by or upon the 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. (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) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?



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

#### **Affectations**

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

#### **Capacity**

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.

16 July 2021

**Infotrack Pty Limited**

**Reference number: 8000900349**

**Property address: 28 Bowaga Cct Villawood NSW 2163**

## **Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

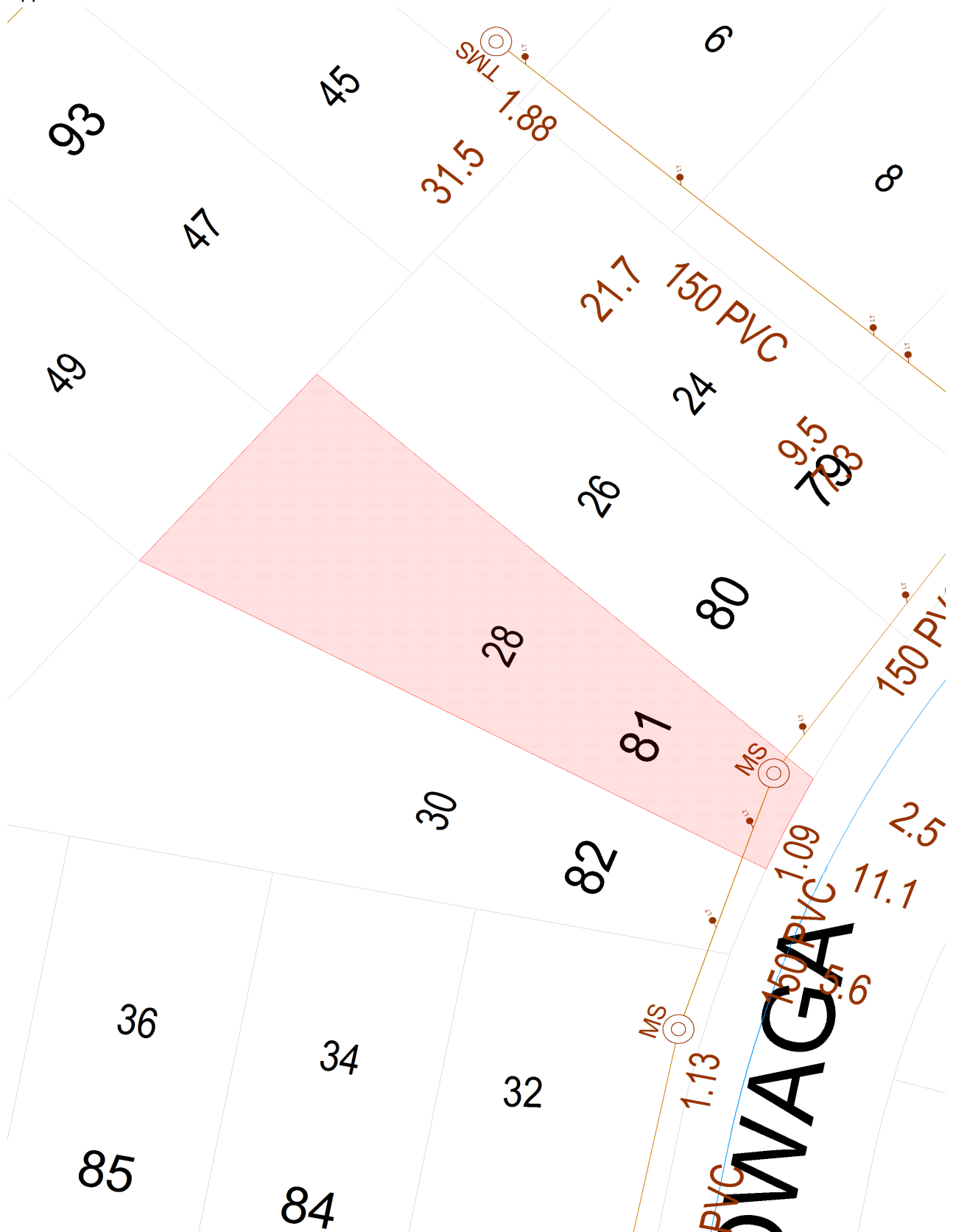
Yours sincerely

A handwritten signature in black ink, appearing to read "Greg Staveley".

Greg Staveley  
Manager Business Customers

# Service Location Print

Application Number: 8000928895



Document generated at 29-07-2021 11:36:30 AM

## Disclaimer

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

# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

# NSW Residential Tenancy Agreement

Residential Tenancies Regulation 2010 Schedule 1 Standard Form Agreement (Clause 4(1))

This agreement is made on 29/10/2019 between:

Landlord Name:

Fei Ai

Address for services of notices (can be an agent's address):

C/- 2 Australia Avenue, Sydney Olympic Park, NSW 2127

Telephone number (of landlord or agent):

02 9192 2828

Tenant's Name (1):

Abdullah Bilal Malik

M: 0421506132 E: abduhbilal@hotmail.com

Tenant's Name (2):

Samreen Bilal

M: 0431623906 E: samreenbilal@hotmail.com

Tenant's Name (3):

All other tenant:

By confirming your email address and/or accepting this request, you consent to service any notice or documents required to be given or served in respect of the residential tenancy agreement you are party to, including but not limited to termination notices, notice of intention to sell the premises, notice of access/inspection/entry and notice of a rent increase, by way of email.

Address for services of notices (if different to address of premises):

28 Bowaga Circuit Villawood NSW 2163

Landlord's agent:

The Property Investors Alliance P/L

Address for services of notices:

2 Australia Ave. Sydney Olympic Park, NSW 2127

Telephone number/s:

Ph: 02 9192 2828 Fax: 02 8221 9897

Premises:

(a) Location

Lot 81, 28 Bowaga Circuit Villawood NSW 2163

(b) inclusions

0 Car space(s)

Insert inclusions, for example a common parking space or furniture provided. Attach a separate list if necessary.

Term:

The term of this agreement is 52 weeks from 02/11/2019 and ends on 30/10/2020

Rent: \$575.00 per Weekly payable in advance starting on 13/10/2018.

Rent: \$590.00 per Weekly payable in advance starting on 12/10/2019.

Rent: \$570.00 per Weekly payable in advance starting on 02/11/2019.

The method by which the rent must be paid:

(a) to **The Agent at Agent's Office** by EFTPOS (no cost incurred), or

(b) as follows: BPAY, Internet Transfer (no cost incurred):

Payee name: **The Property Investors Alliance P/L**

DEFT reference Number: **30925739**

Biller Code: **4481**

(c) any other means such as cash, bank cheque, money order and/or credit card to **The Agent at Agent's Office** of which will incur a surcharge of 1.5% on amount received for bank charges.

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

### **RENTAL BOND** [Cross out if there is not going to be a bond]:

A rental bond of **\$2320.00** has been paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

## **IMPORTANT INFORMATION**

### **Maximum number of occupants**

No more than 6 persons may ordinarily live in the premises at any one time.

### **Urgent repairs**

Nominated tradespeople for urgent repairs:

Electrical repairs: AGL

Telephone: 131 766

Gas repairs: AGL

Telephone: 131 766

Plumbing: Opcon Plumbing Pty Ltd

Telephone: 0411 546 162

### **Water usage**

Will the tenant be required to pay separately for water usage?

If yes, see clauses 11 and 12.

Yes ☒ No ☐

### **Strata by-laws**

Are there any strata or community scheme by-laws applicable to the residential premises?

If yes, see clause 35.

Yes ☒ No ☐

### **Condition report**

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

### **Tenancy laws**

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2010 apply to this agreement. Both the landlord and the tenant must comply with these laws.

## SPECIAL CONDITIONS - ANNEXURE A

The preferred method of contact is by email to the property manager. The Property Management Department can be contacted for: Monday to Friday - 9:30am to 5:30pm.

### RENTAL PAYMENT

Next Payment Date (by Bpay): Tuesdays

Frequency: Weekly

**You must pay rent in advance**

If you have not paid rent by when it is due, you are in rent arrears. This is a breach of your tenancy agreement.

It is important that you always check your email and mobile text message as you may receive the arrears notice. Check your rent receipts or other records to see if a mistake has been made if you have received such notice.

**If you are in arrears**

Pay the arrears immediately. Otherwise, try to come to an agreement with the landlord/agent about paying off the arrears over time. Send them a letter confirming the agreement.

Make notes of any conversations you have and keep copies of all letters. This may be helpful if you have to go to the NSW Civil and Administrative Tribunal (NCAT) at a later date.

If needed, seek help from a financial counselling service such as Credit and Debt Hotline (free call 1800 808 488). Ask the service to write a letter confirming your financial situation and your ability to pay rent and arrears.

### **Calendar Month**

To pay rent monthly, first advise your property manager via written correspondence.

Calendar month is 12 equal payments of rent over a full year of 365 days. It is calculated by Weekly Rent divided by 7 days, Daily Rent. Daily Rent is then multiplied by 365 days for Yearly Rent. This Yearly Rent figure is then divided by 12 months for Calendar Monthly Rent:

**$\text{Weekly rent} / 7 \times 365 \text{ days} / 12 \text{ months} = \text{Calendar Monthly Rent}$**

Calendar month rent will be due on the *same date* each month.

### REPAIRS AND MAINTENANCE

All requests for repairs and maintenance are required to be submitted by written correspondence.

**Urgent Repairs (only applicable to clause 19 A - K)**

Tell the landlord/agent in writing if possible about what needs fixing. Follow up any conversations with a letter. Keep a copy of the letter and a record of any conversations as evidence that you told the landlord/agent.

If there is no electricity or water it may be up to the service provider to fix the problem (if it is outside the boundary of the premises).

If the landlord/agent cannot be contacted to rectify any urgent repairs, you can arrange for the repairs to be done with the payment not exceeding \$1000 - the landlord is only required to pay you for any reasonable costs up to \$1,000.

You must be able to show that:

- the problem was not the tenant's fault; or misused by the tenant
- you made a 'reasonable' attempt to contact the landlord/agent



- you gave the landlord/agent a 'reasonable' chance to do the repairs
- the repairs were carried out by a repair person named in your tenancy agreement (if possible) or by a licensed or qualified tradesperson.
- you must give the landlord/agent written notice about the repairs, costs and copies of receipts.

#### **Non-urgent Repairs**

- Submit via written correspondence to the property manager.
- Include detailed information regarding the nature of the repair request and photos.
- If repair is related to an appliance - provide the serial number, model number and brand.

Tenants acknowledge that repairs shall be attended during normal business and tenant must provide access to tradesman to attend (unless tradesman agrees otherwise). Agent has the right to access the premises with office keys to supervise the repair during normal business hours with agreement. Should tenant insist that repair be carried out other than normal business hours, tenant is liable for any extra rates applicable.

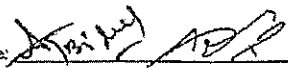
If confirmed arrangements regarding access times for trades people are not adhered, any penalty service call charges will be automatically passed on to you for payment. Tenants will be charged with costs of repair, should it be proven and confirmed by our qualified tradesmen that the repair was caused by tenant's misuse or neglect.

#### **CONDITION REPORT**

This condition report is an important record of the condition of the residential premises when the tenancy begins and may be used as evidence of the state of repair or general condition of the premises at the commencement of the tenancy. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the premises.

The tenant must complete their part of the condition report and return an original copy to the property manager within 7 days of the lease start date.

If the tenant fails to return a copy, in the event of a bond dispute, the Tribunal will most likely accept the agent's account of events.

Condition report received by the tenant: 14 / 10 / 2017 Signature: 

**SIGN HERE**

#### **RENTAL BOND**

Your bond will be lodged with the NSW Rental Bond Board (RBB) - part of the NSW Office of Fair Trading. It's held as security against any damage or undue wear and tear to the property. Your bond will be refunded to you promptly after the property is fully vacated, provided it is left in as close as possible to the same condition as when you commenced your tenancy (allowing for fair wear and tear) and if there is no rent unpaid or other charges owing.

You will receive written confirmation directly from the RBB that they've received your bond and will be provided with a Rental Bond Registration Number.

The landlord/agent may claim from the bond at the reasonable cost of:

- repairs: if you, another occupant or a guest has damaged the premises or goods leased with the premises (other than 'fair wear and tear')
- cleaning: if you have left any part of the premises not reasonably clean
- replacing locks or other security devices: if you have altered, removed or added these without the landlord's consent.
- rent or other charges you owe under the tenancy agreement.

The landlord/agent is not limited to claiming for the above.

## **Final Inspection Guide**

The following information has been prepared to assist you when vacating the property you have been renting through **The Property Investors Alliance P/L**.

We cannot inspect the property until you have removed all belongings and have returned the keys. Please also hand back any keys given to friends or relatives.

We ask that, before the final inspection, you:

- ✓ Advise our office of your new forwarding address and phone number.
- ✓ Pay your rent and outstanding invoice until the vacating date by normal means of payment.
- ✓ Return all keys to this office including letterbox keys "especially if you have changed any locks.
- ✓ Re-direct mail to your new address.

Please also attend to the following matters prior to our inspection. This will save time and prevent delays in returning your bond.

Subject to the condition of the property at the commencement of your tenancy you should ensure that:

- ✓ The property is left in a very clean and tidy condition throughout with any stains removed from the carpets.
- ✓ All cupboards, shelves, drawers and benches are clean.
- ✓ Walls and doors are free of any marks.
- ✓ Stove, griller, oven and exhaust fans are spotless.
- ✓ Windows and sills are clean, inside and outside where possible.
- ✓ Any furniture, curtains or other items included with the property are in their original positions.
- ✓ Venetian blinds are clean and curtains washed.
- ✓ All garbage, bottles and rubbish are removed from the premises.
- ✓ The garage and/or storeroom is cleaned out and free of cobwebs, and grease marks are removed from car space/garage.
- ✓ Bathrooms are thoroughly cleaned, with all mould and soap scum removed from tiles and grouting. Ceiling mould must be removed. Toilets are to be cleaned inside and out, and the bathroom floors must be mopped.
- ✓ Lawns and edges are trimmed and gardens weeded (this applies to townhouses and houses).

**Please note that rent is due and payable until all keys are returned.**

**Should you require the services of a cleaner, gardener and/or carpet cleaner, please contact to Property Manager for their contact details.**

### **UTILITIES**

As a tenant you are responsible for all utilities at the property unless stated otherwise in the lease. You should ensure that the supply is registered in your name and is connected for the commencement of the lease.

### **TELECOMMUNICATIONS SERVICE**

The availability of telephone/fax lines; internet services; analogue, digital or cable television (and the adequacy of such services); are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such service before executing this agreement. The landlord does not warrant that any telephone/fax plugs, antenna sockets or other such sockets or service points located in the premise are serviceable, or will otherwise meet the requirements of the tenant, and tenant must rely upon their own enquiries.

Should the property is available for NBN service; it is solely the tenant to responsible for any consumable replacement such as battery of the device.

### **CONTENTS INSURANCE**

The landlord's insurance policy for the property you have rented does not extend to cover your personal belongings. We strongly recommend that you take out comprehensive contents insurance to cover your own belongings.

If you, a member of your household or one of your visitors/invitees cause any damage to this property (or to the buildings' 'common' property), you will be liable for the cost of repairing the damage. You may be liable to pay the excess for any insurance claim made against the landlord's insurance policy or the strata's insurance policy to repair your damage.

### **MISCELLANEOUS**

- Please note that under no circumstances are pets are allowed to be kept on the premises.
- Please note that we do not allow sub-leasing under any circumstances, unless the landlord has agreed prior to commencement of the agreement.

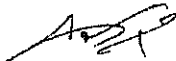
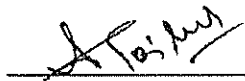
Please email us with your new home phone number as soon as possible. We request that you keep us up to date with your current contact details - mobile numbers, work phone numbers & your most up to date email address.

We hope that your tenancy is a happy one and when the time comes to move that Property Investors Alliance can help you again, whether it's to buy a home or to rent one.

Best Regards

The Property Investors Alliance  
Property Management Team  
Phone: 02 9192 2828 Fax: 02 8221 9897

I/We the tenant have read and agree to the above terms and conditions



**SIGN HERE**

Abdullah Bilal Malik, Samreen Bilal

# The Agreement

## Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under 'Premises'.
2. The landlord agrees to give the tenant:
  - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

## Rent

3. **The tenant agrees:**
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

*Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.*

## Rent increases

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

*Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.*

6. **The landlord and the tenant agree:**
  - 6.1 that the increased rent is payable from the day specified in the notice, and
  - 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the NSW Civil and Administrative Tribunal.

## Rent reductions

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
  - 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 7.2 cease to be lawfully usable as a residence, or
  - 7.3 are compulsorily appropriated or acquired by an authority.

8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

**Payment of council rates, land tax, water and other charges**

**9. The landlord agrees to pay:**

- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

**10. The tenant agrees to pay:**

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
  - 10.5.1 are separately metered, or

- 10.5.2 are not connected to a water supply service and water is delivered by vehicle.

**11. The landlord agrees that the tenant is not required to pay water usage charges unless:**

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 11.4 the residential premises have the following water efficiency measures:
  - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
  - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
  - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

**12. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.**

**Possession of the premises**

**13. The landlord agrees:**

- 13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

**Tenant's right to quiet enjoyment**

**14. The landlord agrees:**

- 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having

- superior title to that of the landlord (such as a head landlord), and
- 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

### **Use of the premises by tenant**

#### **15. The tenant agrees:**

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

#### **16. The tenant agrees:**

- 16.1 to keep the residential premises reasonably clean, and
- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

#### **17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:**

- 17.1 to remove all the tenant's goods from the residential premises, and

- 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

### **Landlord's general obligations for residential premises**

#### **18. The landlord agrees:**

- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

### **Urgent repairs**

#### **19. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:**

- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are urgent repairs are defined as follows:

- (a) *a burst water service,*
- (b) *an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,*
- (c) *a blocked or broken lavatory system,*
- (d) *a serious roof leak,*
- (e) *a gas leak,*
- (f) *a dangerous electrical fault,*
- (g) *flooding or serious flood damage,*
- (h) *serious storm or fire damage,*
- (i) *a failure or breakdown of the gas, electricity or water supply to the premises,*
- (j) *a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,*
- (k) *any fault or damage that causes the premises to be unsafe or insecure.*

### **Sale of the premises**

#### **20. The landlord agrees:**

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

#### **21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.**

#### **22. The landlord and tenant agree:**

- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

### **Landlord's access to the premises**

#### **23. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:**

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the NSW Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.

24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
  - 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
  - 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

#### **Alterations and additions to the premises**

##### **27. The tenant agrees:**

- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

#### **Locks and security devices**

##### **29. The landlord agrees:**

- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 to give each tenant under this agreement a copy of the key or opening device or

information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

##### **30. The tenant agrees:**

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the NSW Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

#### **Transfer of tenancy or sub-letting by tenant**

##### **32. The landlord and tenant agree that:**

- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or



sub-letting the whole of the residential premises, and

- 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

- 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

*Note: Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.*

33. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

#### **Change in details of landlord or landlord's agent**

**34. The landlord agrees:**

- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

#### **Copy of certain by-laws to be provided**

*[Cross out if not applicable]*

35. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 1996, the Strata Schemes

(Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.

#### **Mitigation of loss**

36. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

#### **Rental bond**

*[Cross out this clause if no rental bond is payable]*

37. **The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the NSW Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

#### **Smoke alarms**

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

#### **Swimming pools**

*[Cross out this clause if there is no swimming pool]*

40. **The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 1996) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]*

40A. **The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

40A.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

#### **Loose-fill asbestos insulation**

40B. **The landlord agrees:**

40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

#### **Additional terms**

[Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the Residential Tenancies Regulation 2010 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

#### **Additional term—break fee**

[Cross out this clause if not applicable]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:

41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or

41.2 if the fixed term is for more than 3 years, [specify amount];

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

*Note: Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.*

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

#### **Additional term—pets**

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

44. The landlord agrees that the tenant may keep the following animals on the residential premises:

45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

*Insert any other agreed additional terms here.  
Attach a separate page if necessary.*

# Notes

## 1. Definitions

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

**LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

## 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

## 3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

## 4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

## 5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

## 6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the NSW Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

**Signed by the landlord/agent**

Name of landlord/agent

Philip J. J.

Signature of landlord/agent

on the 29 day of 10 2019

in the presence of (witness)

Name of witness

Mengjiao Chen

Signature of witness

**Signed by the tenant (2)**

Name of tenant

Samreen Bilal

Signature of tenant

on the 29 day of 10 2019

in the presence of (witness)

Name of witness

Mengjiao Chen

Signature of witness

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the *New tenant checklist* published by NSW Fair Trading.

Signature of tenant/s

**Signed by the tenant (1)**

Name of tenant

Abdullah Bilal Malik

Signature of tenant

on the 29 day of 10 2019

in the presence of (witness)

Name of witness

Mengjiao Chen

Signature of witness

**Signed by the tenant (3) and any other tenants**

Name of tenant/s

Signature of tenant/s

on the \_\_\_ day of \_\_\_ 20\_\_

in the presence of (witness)

Name of witness

Signature of witness

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

