



VENDOR		PURCHASER	
<div><b>Signed by</b></div> <div><div></div><div></div></div> <div><div>Vendor</div><div></div></div> <div><div>Vendor</div><div></div></div>		<div><b>Signed by</b></div> <div><div></div><div></div></div> <div><div>Purchaser</div><div></div></div> <div><div>Purchaser</div><div></div></div>	
VENDOR (COMPANY)		PURCHASER (COMPANY)	
<div><b>Signed by</b>                      in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</div> <div><div><div>Signature of authorised person</div><div>Signature of authorised person</div></div><div><div>Name of authorised person</div><div>Name of authorised person</div></div><div><div>Office held</div><div>Office held</div></div></div>		<div><b>Signed by</b>                      in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</div> <div><div><div>Signature of authorised person</div><div>Signature of authorised person</div></div><div><div>Name of authorised person</div><div>Name of authorised person</div></div><div><div>Office held</div><div>Office held</div></div></div>	

## Choices

Vendor agrees to accept a **deposit-bond**

☐ NO ☐ yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):

PEXA

**Manual transaction** (clause 30)

☒ NO ☐ yes

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

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

**Land tax** is adjustable

☒ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input checked="" type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off-the-plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off-the-plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60</p>
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.



- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
  - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
    - bear equally any disbursements or fees; and
    - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and *populate* an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.



**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

56 Dodonea Circuit, Mount Annan NSW 2567

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## Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
    - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
    - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
    - (c) The highest bidder is the purchaser, subject to any reserve price;
    - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
    - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
    - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
    - (g) A bid cannot be made or accepted after the fall of the hammer;
    - (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 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
    - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
  3. 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 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.
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## **ADDITIONAL CONDITIONS**

**Property: 56 Dodonea Circuit, Mount Annan NSW 2567**

In the event of any conflict between these additional conditions and the clauses contained in the printed conditions, then these additional conditions shall prevail.

### **33. Amendments to the Standard Printed Terms**

The attached printed conditions 2022 Edition are amended as follows:

- a) Clause 7.1.1 – delete “5%” and insert in its place “1%”.
- b) Clause 7.1.2 – delete “10%” and insert in its place “1%”.
- c) Clause 14.2.1 – is amended by replacing “2 business days” with “5 business days”.
- d) Clause 18 is amended by the addition of “18.8 The Purchaser cannot make a claim or requisition or delay completion after entering into possession of the property”.
- e) Clause 20.6.5 – delete the words “or fax”.
- f) Clause 23.6.1 – delete the words “even if it is payable by instalments” and replace with “but if it is payable by instalments, only the instalments that fall due prior to the completion date. If it is not payable by instalments and it is a one lump sum payment, then the vendor is only liable to pay it if the one lump sum payment falls due prior to the completion date”.
- g) Clauses 23.13 & 23.14 shall be deleted.
- h) Clause 30.11 shall be deleted.
- i) Clause 31.2 – is amended by replacing “5 business days” with “2 business days”.

### **34. Purchaser Acknowledgements**

The Purchaser acknowledges that they are purchasing the property:

- a) in its present condition and state of repair as at the date of this Contract;
- b) subject to all defects latent and patent;
- c) subject to any infestations and dilapidation;
- d) subject to all building materials used and any contamination associated with the building materials;
- e) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- f) subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The Purchaser agrees not to seek to terminate, rescind or make any objection, requisitions or claim for compensation arising out of any of the matters covered by this clause.

### **35. Inclusions and Improvements**

- a) The property is sold in its present state of repair and condition. The Vendor makes no warranty about the state of repair or condition of the improvements, inclusions or any fixtures thereon and the Purchaser acknowledges that they take the property and inclusions on an “AS IS” condition. The Purchaser must rely on their own inspections and satisfy themselves in this respect.
- b) The Purchaser acknowledges they have inspected the property and its inclusions. The Vendor shall not be responsible for any mechanical breakdown, fair wear and tear, to the inclusions or the property which occurs after the date of this Contract.

- c) The vendor discloses they may have used picture hooks, nails, screws, brackets and/or double-sided tape to fix pictures, TV's, mirrors, and other items etc ("personal items") to the wall, the vendor will remove their personal items from the walls but may not remove the fixtures/items used to secure their personal items. The purchaser must accept these items etc as currently located and acknowledges that the vendor will not repair walls to reinstate the walls to their original condition.
- d) Notwithstanding anything herein contained, the Purchaser shall not require the Vendor to professionally clean the property prior to completion and any items located on council land will not be removed prior to completion provided a council pick up has been arranged.
- e) The Purchaser cannot require the Vendor to apply for a Building Certificate from the Local Council, and if the Purchaser applies for a Building Certificate from the Local Council and the Local Council issues a Notice, or the Local Council refuses to issue the Building Certificate for any reason and work is to be completed before Council will issue the Building Certificate, the Purchaser must comply with the Notice, remedy the reason, or do the works at their own expense.

The Purchaser agrees not to seek to terminate, rescind or make any objection, requisitions or claim for compensation arising out of any of the matters covered by this clause.

### **36. Representations and Warranties**

- a) The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspections and not as a result of any representation made by the Vendor or made by any person on behalf of the Vendor.
- b) The Purchaser does not rely upon any document, advertisement/brochure/authority, representation, agreement, or arrangement, whether in writing or oral, to constitute an amendment to this Contract, unless such is formalised between the party's legal representative by way of correspondence and/or included within this Contract by way of special condition.

### **37. Liquidation, Bankruptcy and Death**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party in law or in equity had this condition not been included:

- a) Should either party, or any one of them, being a natural person or persons die or be declared mentally ill, be incarcerated for a criminal offence and/or be declared bankrupt, then either party may rescind this Contract and the provisions of Clause 19 herein shall apply; or
- b) If the Purchaser is a corporation and resolves to go into liquidation, or provisional liquidation, or have an application for its winding filed, presents or enters into any scheme or arrangement with its creditors, or should any liquidator receiver of official manager of it be appointed then the purchaser shall be deemed to be in breach of this contract and the Vendor shall be entitled to terminate.

### **38. Warranty as to Real Estate Agent**

- a) The Purchaser warrants that the Purchaser was not introduced to the property directly or indirectly by any agent other than the Vendor's Agent disclosed on the front page of this Contract.
- b) If the Purchaser has been introduced to the property directly or indirectly through the service of any other agent that is not disclosed on the front page of this Contract, then the Purchaser is solely responsible for that other agent's commission and must

indemnify and keep indemnified the Vendor against any Claim for commission by that other agent and all costs incurred by the Vendor as a result of any Claim for commission by that other agent.

- c) This clause shall not merge on completion.

#### **39. Release of Deposit**

- a) Notwithstanding any provision to the contrary herein, the Purchaser hereby acknowledges and agrees to release the whole or any part of the deposit paid herein to the Vendor or as the Vendor may direct for the purposes of:
- i) Payment of a deposit on a property being purchased and/or payment of stamp duty on such property being purchased;
  - ii) Payment of a deposit on a retirement village lease;
  - iii) Payment of rental bond and rent to secure a rental property;
  - iv) Payment of any costs associated with Vendor moving fees;
- b) If the Vendor (or anyone of the Vendors) requires the deposit or any part of it to complete a simultaneous purchase or to pay sale costs on the completion date, the Purchaser's solicitor/conveyancer agrees to authorise the Depositholder to transfer the deposit into the Purchaser's Solicitor nominated Trust Account (if held) and/or into a nominated Electronic Workspace for the Vendors use at completion. The Vendor shall not be liable for any costs associated with the Purchaser's requirement to satisfy this condition.
- c) For the purpose of this clause, the Vendor's conveyancer does not hold a trust account.

#### **40. Completion date**

- a) The completion date shall be the *earlier* of:
- i) 12 weeks from the date of this contract; or
  - ii) Upon the Vendor giving 14 days written notice to the Purchaser's conveyancer requiring settlement to take place at the end of that notice period.
- b) Despite the provisions of (a) above, the Vendor shall not be entitled to require the Purchaser to complete the purchase earlier than 28 days from the date of this Contract.

#### **41. Notice to Complete**

- a) For the purposes of Clause 15, should completion be delayed and either party issue a Notice to Complete, then the parties agree that ten (10) business days from the date of service of the Notice is considered to be fair and sufficient notice, making time of the essence.
- b) The Notice to Complete must be served by 5pm on a business day. A hard copy of the Notice to Complete is not required to be sent by post or mail.
- c) If it becomes necessary for the Vendor to issue a Notice to Complete, the Purchaser is liable to pay the Vendor the sum of \$440.00 which is a genuine pre-estimate of the costs incurred by the vendor as a result of issuing the Notice to Complete and is due and payable on completion.

#### **42. Liquidated Damages and Delayed Completion**

- a) If completion has not occurred on or before the completion date, due to the Purchaser's default and through no fault of the Vendor, the Purchaser must pay to the Vendor, in addition to the balance of the purchase price:

- i. interest calculated daily on the balance of the purchase price at the rate of 10% per annum, from the completion date up to and including the actual date of completion; and
- ii. an additional fee of \$350.00 to cover legal costs and expenses incurred for the additional work undertaken as a result of the Purchaser/s delay. This cost is a genuine pre-estimate of the costs incurred by the Vendor as a result of the Purchaser/s delay and is due and payable on completion.

#### **43. Planning Certificate Disclosure**

The Purchaser accepts the 10.7 Planning Certificate issued by Council attached to this Contract and acknowledges they must rely on their own enquiries as to the suitability and status of the land.

#### **44. Requisitions**

The Purchaser agrees that the only form of general requisitions on title that the Purchaser may make under Clause 5 hereof are those requisitions on title attached hereto.

#### **45. Cooling off Period and Settlement Adjustments**

The Purchasers acknowledges and agrees:

- a) If the Purchaser requests the Vendor to extend any cooling-off period, it is an essential term that on completion of this contract the Purchaser shall pay the sum of a "one off" \$110.00 for any extensions requested, irrespective of whether the Vendor agrees with the request. This cost is a genuine pre-estimate of the costs incurred by the Vendor as a result of Purchasers requirement to extend the cooling off period.
- b) If the adjustment figures and certificates are not served in accordance with condition 33(c), then the Purchaser will pay to the Vendor the sum of \$110.00 upon completion, to reimburse the Vendor's legal costs to attend to urgent work. This is a genuine pre-estimate of the costs incurred by the Vendor as a result of Purchaser/s delay.

#### **46. Non-Compliance**

In the event that there is a pergola, carport, conversion of a room, extension or any other structure/s on the property which do not comply with the requirements of the local Council or any other competent authority, then the Purchaser shall not raise any objection, requisition or claim for compensation, nor delay settlement in respect of such non-compliance or because of failure or refusal of the local Council to issue a Building Certificate by reason of such non-compliance.

#### **47. Sewer Drainage Diagram**

The Vendor warrants and the Purchaser acknowledges that the sewer drainage diagram attached to this Contract, is the only diagram available for the property from the relevant water authority, in accordance with the *Conveyancing (Sale of Land) Regulation 2017 (NSW), Schedule 1, Clause 2*.

The Purchaser agrees not to raise any requisitions, objections or grounds for termination and/or claim for damages in relation to the sewer diagram.

#### **48. Contract Alteration**

Each party authorises its conveyancer/solicitor to make alterations to this Contract including the addition of annexures after execution by that party and before the date of this Contract and any such alteration shall be binding by the party deemed to have authorised same and any annexure so added shall form part of this Contract as if same had been annexed at the time of

execution.

#### **49. Vendor Disclosure**

- a) Attached to this Contract are copies of the prescribed Vendor disclosure documents.
- b) The Vendor makes no warranty or representation as to the correctness of completeness or accuracy of any of the Vendor Disclosure Documents
- c) The Purchaser cannot make a claim, objection or requisition or rescind or terminate the Contract in respect of anything referred to or disclosed in, this clause; or this Contract; and/or
- d) The Vendor does not warrant compliance with the relevant legislation with respect to the construction, fitness for purpose or approval of the subject property.
- e) The Purchaser takes the property subject to all defects (if any) whether latent, patent, or statutory associated therewith and the Purchaser shall not make any claim, objection, or requisition regarding same, nor shall the Purchaser be entitled to rescind or terminate this agreement consequently thereof.

#### **50. Removal of Registrable Documents**

The Vendor is not required to register any Mortgage or Mortgages, Writ or Writs, Notice of Death, Transmission application or Change of Name and/or remove any Caveat or Caveats prior to completion and the Purchaser shall accept on completion any Discharge of Mortgage for such mortgages, Writ or Writs or a Withdrawal of Caveat or Caveats, Notice of Death, Transmission application or Change of Name documents in registrable form together with an allowance for the fees payable to the Land and Property Information Service.

#### **51. Deposit by Instalments**

Despite any other provision of this Contract, if the Vendor provides written agreement to accept a deposit paid in instalments and:-

- a) the initial instalment of the deposit agreed to be paid (or actually paid) by the Purchaser is less than ten percent (10%) of the purchase price; and
- b) the Purchaser becomes entitled to forfeit the deposit in accordance with Clause 9 of the Contract;

then the Purchaser will immediately upon demand pay to the Vendor any unpaid instalments of the deposit, to the intent that the full deposit of ten percent (10%) of the purchase price is paid. Any unpaid instalments of the deposit will be recoverable from the Purchaser as a debt.

#### **52. Guarantee for corporate Purchaser**

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

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Guarantor Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Guarantor Name

\_\_\_\_\_  
Witness



## **Requisitions on Title**

**VENDOR:** Maryanne Therese McDermott  
**Property Address:** 56 Dodonea Circuit, Mount Annan NSW 2567

Many issues that arise from the requisitions on title are normally covered by the law, the Contract and pre-Contract investigations and negotiations.

Making the usual requisitions and receiving the usual replies dealing with the plethora of potentially relevant matters has been reduced to a few general questions allowing the Vendor to easily reply appropriately.

### **All properties**

1. Are there any restrictions on the right of the registered proprietor to convey to the Purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the Vendor aware of anything that affects the use of the property that is not immediately apparent to the Purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?



FOLIO: 3244/1081414

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/6/2025	2:41 PM	5	8/9/2018

LAND

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LOT 3244 IN DEPOSITED PLAN 1081414  
AT MOUNT ANNAN  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1081414

FIRST SCHEDULE

-----

MARYANNE THERESE MCDERMOTT (TZ AH77702)

SECOND SCHEDULE (17 NOTIFICATIONS)

-----

- 1 W256097 LAND EXCLUDES MINERALS
- 2 DP792463 EASEMENT TO DRAIN WATER 1.5 METRES WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP802800 EASEMENT TO DRAIN WATER 1.5 METRES WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP802842 RIGHT OF CARRIAGEWAY 30 METRES WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1000787 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (2) IN THE SECTION 88B INSTRUMENT
- 6 DP1081420 EASEMENT TO DRAIN WATER 1.5 METRES WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1081414 EASEMENT TO DRAIN WATER 1.5 METRES WIDE DESIGNATED (A) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1081414 EASEMENT TO DRAIN WATER 1.5 METRES WIDE DESIGNATED (A) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1081414 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (6) IN THE SECTION 88B INSTRUMENT
- 10 DP1081414 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (8) IN THE SECTION 88B INSTRUMENT
- 11 DP1081414 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (9) IN THE SECTION 88B INSTRUMENT
- 12 DP1081414 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (10) IN THE SECTION 88B INSTRUMENT
- 13 DP1081412 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1079537 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 4 IN S.88B INSTRUMENT
- 15 DP1079537 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

25121...

PRINTED ON 11/6/2025

FOLIO: 3244/1081414

PAGE 2

SECOND SCHEDULE (17 NOTIFICATIONS) (CONTINUED)

NUMBERED 7 IN S.88B INSTRUMENT  
16 DP1079537 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED 8 IN S.88B INSTRUMENT  
17 AH77703 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

25121...

PRINTED ON 11/6/2025

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

Signed by me Russell Clark McKinnon  
as delegate of Landcom. I hereby  
certify that I have no notice of  
the revocation of such delegation.

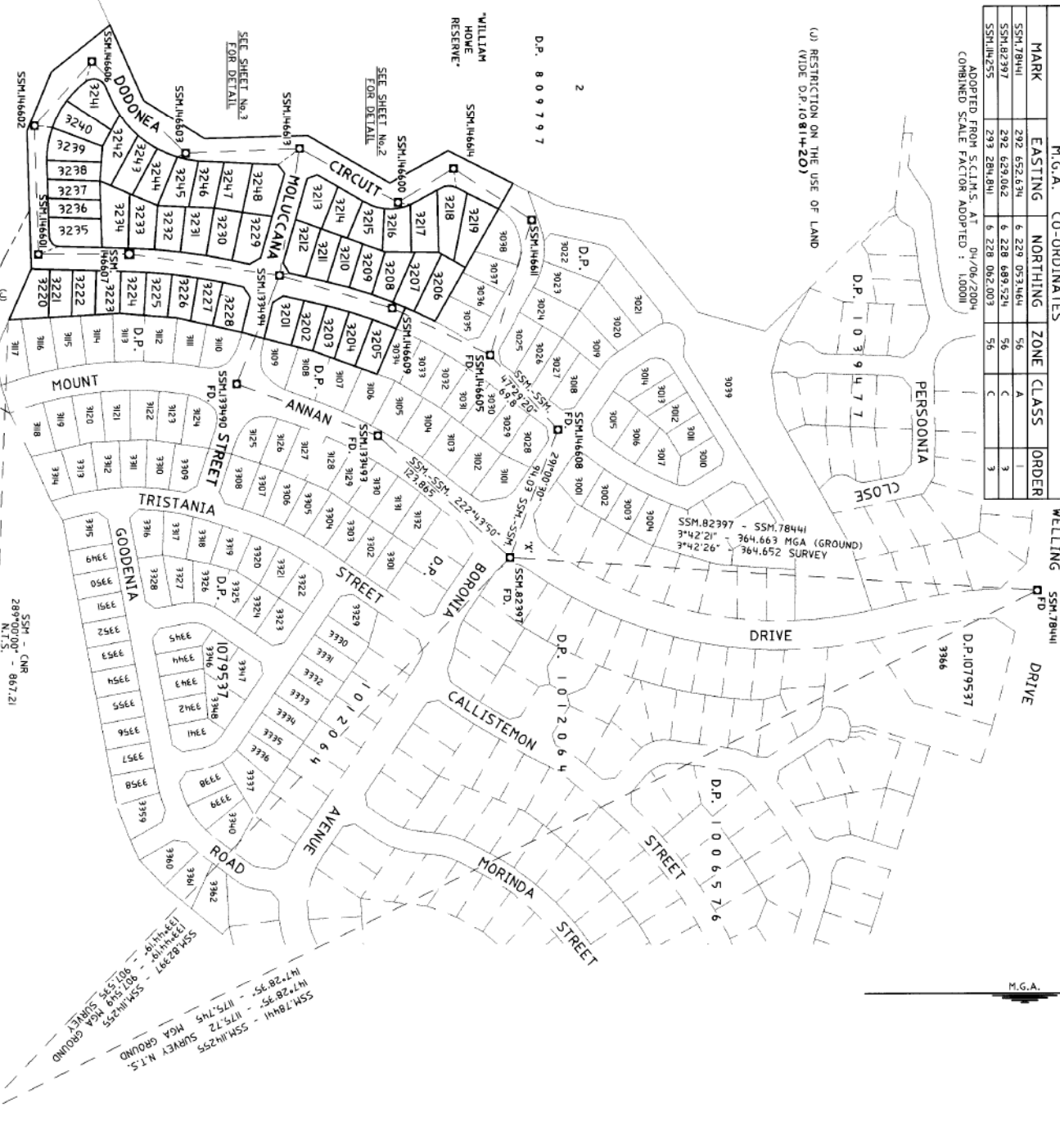
In the presence of Robert Winters

Roller

SURVEYING REGULATION, 2001 (CLAUSE 32(2))				
M.G.A. CO-ORDINATES				
MARK	EASTING	NORTHING	ZONE	CLASS
55M17BHU1	2392 6552.674	6 229 0573.664	56	A
55M18J7971	2392 6679.062	6 228 0693.524	56	C
55M1JL2355	2393 6284.811	6 228 062.003	56	C


ADOPTED FROM S.C.I.M.S. AT 04/06/2000  
COMBINED SCALE FACTOR ADOPTED : 1.00000

(J) RESTRICTION ON THE USE OF LAND  
(VIDE D.P. 1081420)



M.G.A

DP1081414

Registered:  NW 30.05.2005

51

510

PLAN OF SUBDIVISION OF LOT 3364  
IN D.P. 1079537

Lengths are in metres. Reduction Ratio 1:2000

LGA: CAMDEN

Locality: HOUMI ANNAN

County: CUMBERLAND

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

PETER N. STRUDWICK  
6 YOUNGDALE STRUDWICK & CO. P/L  
SUITE 11111 HAMDEN ROAD

by that the survey represented in this plot is accurate, has been made in accordance with the Surveying Regulation, 2001 and was

These results, like those actually presented in the survey, indicate that the survey is biased in favor of the "no" response.

Urban/Rural

Plans used in preparation of survey/compilation:  
D.P.1039477. D.P.1012064. D.P.1021879.

1

PANEL FOR USE ONLY for statements of intention

positive covenants.

INTENDED TO CREATE:

SUBSTATION 2.75 WIDE.

5. EASEMENT TO DRAIN WATER

## 6. RESTRICTION ON THE USE OF LAND

## 8. RESTRICTION ON THE USE OF LAND

## 10. RESTRICTION ON THE USE OF LAND

## 12. RESTRICTION ON THE USE OF LAND

EXTENSION OF DODONEA CIRCUIT AND  
EXTENSION OF MOLICANA CIRCUT

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DP1081414

Registered: 14/03/2005

07/03/2005

WSP/MA

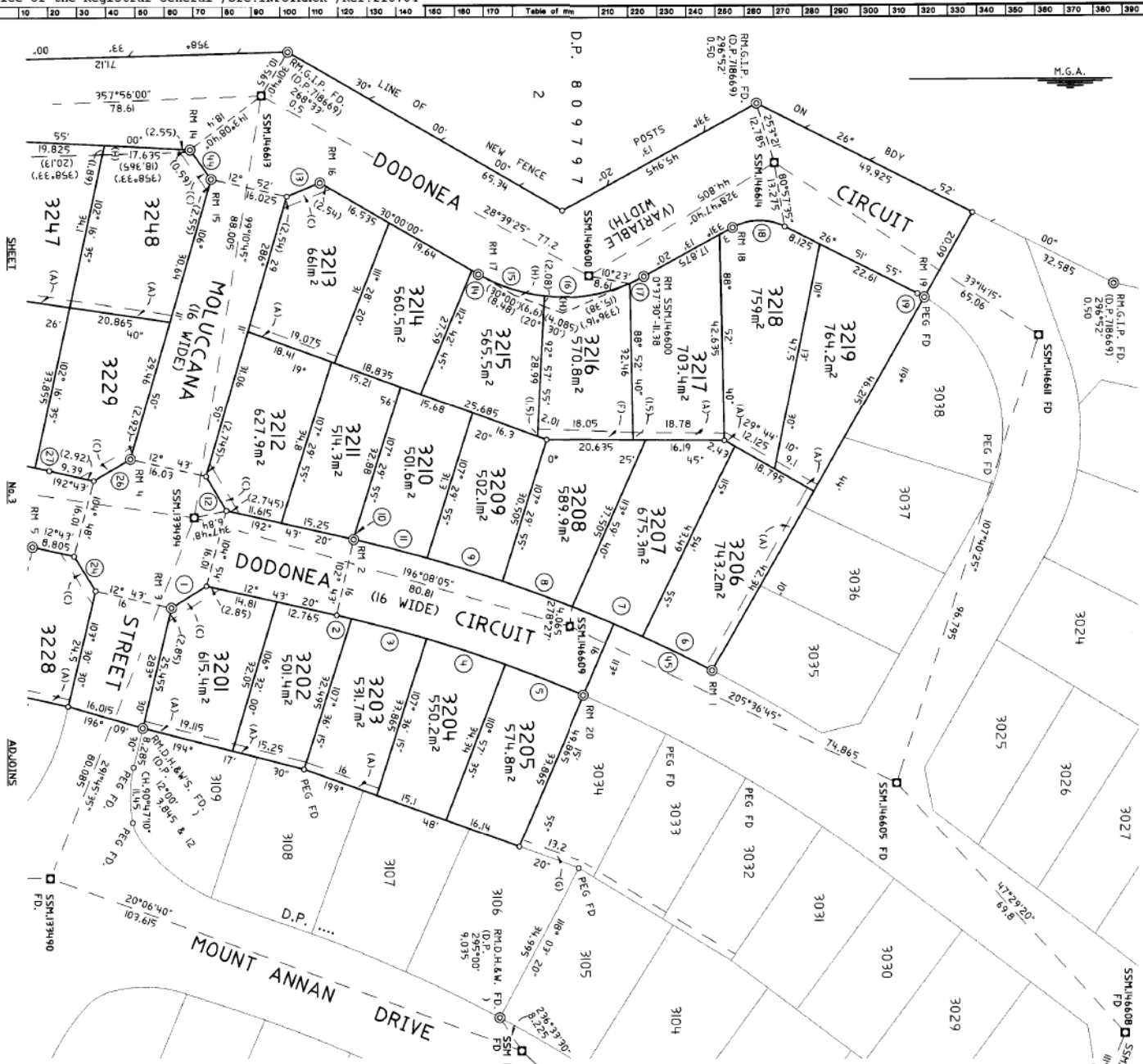
For use where state is indicated in the plan on Form 2

No.	BEARING	CURVED	ARC	RADIUS
1	328°01'00"	8.545	3.015	292
2	139°01'40"	3.015	16.005	292
3	14°54'20"	16.005	17.1	292
4	18°09'10"	17.1	17.5	292
5	21°32'50"	17.5	17.505	292
6	205°51'30"	15.93	15.935	308
7	203°00'30"	15.8	15.8	308
8	200°05'40"	15.5	15.5	308
9	197°08'20"	16.285	16.29	308
10	192°43'20"	0.1	15.59	308
11	194°40'20"	15.59	15.59	308
12	239°27'50"	8.225	7.405	35
13	338°06'00"	7.405	14.455	35
14	30°00'00"	14.355	18.205	35
15	18°10'00"	14.355	3.245	35
16	359°02'40"	3.245	11.7	35
17	333°52'40"	10.795	8.74	32
18	359°02'40"	10.795	8.74	32
19	28°18'00"	1.5	1.6	32
20	58°06'50"	8.425	3.005	385.5
21	149°27'30"	8.425	3.005	385.5
22	192°30'00"	3.005	7.445	308
23	54°33'20"	7.445	22.445	308
24	25°21'00"	22.445	22.445	308

- (A) EASEMENT TO DRAIN WATER 1/5 WIDE
- (B) EASEMENT FOR PADMOUNT SUBSTATION
- (C) POSITIVE COVENANT
- (D) RESTRICTION ON THE USE OF LAND
- (E) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (F) EASEMENT TO DRAIN WATER 1/5 WIDE (D.P. 1081420)
- (G) EASEMENT TO DRAIN WATER 1/5 WIDE (D.P. 1081420)
- (H) RESTRICTION ON THE USE OF LAND

SCHEDULE OF REFERENCE MARKS

RM	BEARING & DISTANCE	DESCRIPTION	PLACED
RM 1	330°40' 4.65 & 14.45	DH&WS IN KB. FD. D.P.	
RM 2	282°43' 3.9 & 12	DH&WS IN KB. FD. D.P.	
RM 3	0°00' 3.96 & 12.34	DH&WS IN KB. FD. D.P.	
RM 4	207°00' 4.02 & 12.35	DH&WS IN KB. FD. D.P.	
RM 5	220°57' 4.23 & 12.35	DH&WS IN KB. FD. D.P.	
RM 6	97°12' 4.37 & 13.5	DH&WS IN KB. FD. D.P.	
RM 7	120°00' 3.9 & 12.05	DH&WS IN KB. FD. D.P.	
RM 8	61°48' 3.9 & 12.1	DH&WS IN KB. FD. D.P.	
RM 9	109°49' 12.95	DH&WS IN KB. FD. D.P.	
RM 10	95°45' 4.255	DH&WS IN KB. FD. D.P.	
RM 11	78°37' 4.745	DH&WS IN KB. FD. D.P.	





# DP1081414

**IS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 15 Sheets)

Plan: 16/2005

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

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

Landcom  
PO Box 237  
PARRAMATTA NSW 2150

## PART 1

1. **Identity of Easement firstly  
referred to in the  
abovementioned plan:** Easement to Drain Water 1.5 wide.

### Schedule of lots etc affected

#### Lots burdened:

3201  
3202  
3203  
3206  
3213  
3217  
3218  
3219  
3220  
3221  
3222  
3225  
3226  
3227  
3228  
3234  
3242  
3243  
3244  
3247  
3248

#### Lots, name of road or authority benefited:

3202, 3203, 3204  
3203, 3204  
3204  
3215, 3216, 3217, 3218, 3219  
3214  
3215, 3216  
3215, 3216, 3217  
3215, 3216, 3217, 3218  
3221, 3222, 3223  
3222, 3223  
3223  
3224  
3224, 3225  
3224, 3225, 3226  
3224, 3225, 3226, 3227  
3242, 3243, 3244, 3245  
3243, 3244, 3245  
3244, 3245  
3245  
3246  
3246, 3247

  
.....  
Council Authorised Person

R

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

Lengths are in metres

(Sheet 2 of 15 Sheets)

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

**DP1081414**

2. **Identity of Easement secondly  
referred to in the  
abovementioned plan:** Easement for Padmount Substation  
2.75 wide

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
3228	Integral Energy Australia

3. **Identity of Covenant thirdly  
referred to in the  
abovementioned plan:** Positive Covenant

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
3201, 3212, 3213, 3228, 3229, 3248.	Camden Council

4. **Identity of Restriction fourthly  
referred to in the  
abovementioned plan:** Restriction on the use of land

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
3228, 3227	Integral Energy Australia

  
.....  
Council Authorised Person

R



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

(Sheet 3 of 15 Sheets)

**DP1081414**

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

5. **Identity of Easement fifthly  
referred to in the  
abovementioned plan:**

Easement to Drain Water variable width.

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3216

3215

6. **Identity of Restriction sixthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot.

Each and every other lot.

7. **Identity of Restriction  
seventhly referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3201, 3202, 3203, 3206, 3207,  
3210, 3211, 3212, 3213, 3214,  
3217, 3218, 3219, 3225, 3226,  
3227, 3234, 3236, 3237, 3238,  
3239, 3240, 3241, 3242, 3243.

Camden Council

  
.....  
Council Authorised Person

R

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

(Sheet 4 of 15 Sheets)

**DP1081414**

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

- 8. Identity of Restriction eighthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3201, 3202, 3203, 3206, 3213  
3216, 3217, 3218, 3219, 3220,  
3221, 3222, 3225, 3226, 3227,  
3228, 3234, 3242, 3243, 3244,  
3247, 3248.

Camden Council

- 9. Identity of Restriction ninthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot.

Camden Council

  
.....  
Council Authorised Person  
*R*

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

(Sheet 5 of 15 Sheets)

**DP1081414**

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

- 10. Identity of Restriction tenthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot.

Camden Council

- 11. Identity of Restriction  
eleventhly referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3215, 3216, 3235, 3236, 3237,  
3238, 3239, 3240, 3241, 3242,  
3245, 3246, 3247, 3248.

Camden Council

- 12. Identity of Restriction twelfthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3236, 3237, 3238

Camden Council

  
.....  
Council Authorised Person

R

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

Lengths are in metres

(Sheet 6 of 15 Sheets)

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

**DP1081414**

**PART 2**

**2. Terms of the Easement secondly referred to in the abovementioned plan.**

An Easement for Padmount Substation as set out in Memorandum 9262886 filed  
at Land and Property Information New South Wales.

**3. Terms of the Positive Covenant thirdly referred to in the abovementioned  
plan.**

For the purpose of street sign maintenance:

- (a) The Registered Proprietor for the time being of the land hereby burdened  
shall ensure that the street name sign erected within that part of the land  
designated (C) is not removed or altered in any way,
- (b) The Registered Proprietor for the time being of the land hereby burdened  
shall ensure that the aforesaid street name sign is maintained in good  
order at all times to the satisfaction of Camden Council and Landcom.

  
.....  
Council Authorised Person

R

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

(Sheet 7 of 15 Sheets)

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

**DP1081414**

**4. Terms of Restriction on the Use of Land fourthly referred to in the  
abovementioned plan:**

1. The owner will not erect or permit to be erected within the restriction site any building with less than a 120/120/120 fire rating without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.
2. The owner will not erect or permit to be erected any swimming pool within the restriction site.
3. "120/120/120 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

"authority benefited" means Integral Energy Australia (and its successors).

"erect" includes construct, install, build and maintain.

"owner" means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

  
.....  
Council Authorised Person

R

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

Lengths are in metres

(Sheet 8 of 15 Sheets)

Plan:

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

**6. Terms of Restriction on the Use of Land sixthly referred to in the  
abovementioned plan.**

1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials and the proportion of the combined areas of timber and/or glass and/or fibre cement panelling or boarding shall not in the case of a single storey building exceed 25% of the total area of the external walls and in the case of a building having more than one storey, 40% thereof: PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.
- b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):
- of less than 140 square metres where that land area is 650 square metres or greater,
- of less than 120 square metres where the land area is 550 square metres or more but less than 650 square metres,
- of less than 110 square metres where the land area is less than 550 square metres.
2. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than terra-cotta roof tiles, or concrete roof tiles, or timber shingles, or slate, or corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, unless otherwise approved by Landcom in its absolute discretion.

DP1081414

  
.....  
Council Authorised Person  
R

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

Lengths are in metres

(Sheet 9 of 15 Sheets)

Plan:

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

DP1081414

3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. No main building shall be erected on each burdened lot unless it has an attached garage and such garage shall have a minimum floor area of 16 square metres.
5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber infill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) shall be constructed on the burdened lot:

where the lot is not a corner lot, on or adjacent to the street frontage, or on a side boundary forward of the main building, except for side boundaries co-incident with the rear boundary of corner lots, where the relevant requirements of 6 hereunder shall apply, or

where the lot is a corner lot, on a front or side boundary forward of the front alignment of the main building or on or adjacent to the side street frontage forward of a line parallel to and distant 10 metres forward of the rear boundary.

6. Where the burdened lot is a corner lot, no fence comprised of materials other than lapped and capped paling, brick, stone, brushwood or combinations thereof (and only to a height of no greater than 1,800 millimetres) shall be constructed adjacent to the side street boundary within the area bounded by a line parallel to and distant 10 metres forward of the rear boundary, the street side alignment of the main building, the rear boundary and a line parallel to and distant 3 metres inside the side street boundary. All such fencing shall be erected in strict compliance with Camden Council's Development Control Plan No. 58.
7. No fence constructed with aluminium sheeting or fibre cement or asbestos cement or fibreglass or any other material of a similar nature shall be erected on a boundary of the burdened lot adjoining a public reserve or a public pathway or a street frontage.

  
.....  
Council Authorised Person

R

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

Lengths are in metres

(Sheet 10 of 15 Sheets)

Plan:

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

DP1081414

8. Where any timber boundary fence has been erected by Landcom at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of Landcom in writing being first obtained.
9. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of the Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to the Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
10. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

**7. Terms of Restriction on the Use of Land seventhly referred to in the abovementioned plan.**

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

  
.....  
Council Authorised Person

R



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

Lengths are in metres

(Sheet 11 of 15 Sheets)

Plan:

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

**8. Terms of Restriction on the Use of Land eighthly referred to in the  
abovementioned plan.**

For the purpose of protection against overland stormwater flows:

a) The Registered Proprietor for the time being of the land hereby burdened shall not alter the surface levels of the ground within that part of the land designated (A) or (F) on the abovementioned plan and shall not erect any form of fencing within the same designated area unless such fencing is of an open form so as not to disrupt or divert the overland flow of stormwater.

b) On the land hereby burdened, no building shall be erected or be permitted to remain on the land where that building has a floor level of any habitable room that is less than 0.6 metres above the finished ground level existing at the date of registration of abovementioned plan that is located on the boundary of the easement designated (A) or (F) on the abovementioned plan that is adjacent to the building and taken from a point on that boundary that is perpendicular to the line of the easement to the adjacent building, unless otherwise approved in writing by the Camden Council.

**9. Terms of Restriction on the Use of Land ninthly referred to in the  
abovementioned plan.**

(a) No trees or shrubs shall be planted or cultivated on the land hereby burdened, unless such trees and shrubs are Australian natives,

(b) No building shall be constructed on the land hereby burdened UNLESS the footings/foundations have been designed by a suitably qualified Civil/Structural Engineer.

(c) No building shall be constructed on the land hereby burdened UNLESS it is designed in accordance with the Building Envelope objectives, criteria and controls of Development Control Plan No. 58 , Amendment No.2, Residential Development prepared by Camden Council.

  
.....  
Council Authorised Person

R

DP1081414

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

Lengths are in metres

(Sheet 12 of 15 Sheets)

Plan:

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

**10. Terms of Restriction on the Use of Land tenthly referred to in the  
abovementioned plan.**

For the purposes of salinity management, no dwelling shall be erected or  
permitted to remain on any lot burdened UNLESS;

- (a) a layer of sand at least 50 millimetres in depth is placed under the foundations of any building having slab on ground foundations to prevent water seepage and disturbance of the damp proof course,
- (b) damp proof courses are in the form of moisture proof membranes in accordance with AS 2870-1996 (part 5.3.3.1) and placed to extend up to ground level at slab and footing edges. On sloping sites, where a large number of bricks occur below the damp course an additional damp course should be placed above ground level. All buildings are to include a continuous waterproof membrane directly beneath concrete slabs and footings in concert with a full width damp course at a low level.
- (c) brick and block types are exposure rated and selected for suitability for a saline environment,
- (d) cements are selected for their sulphate resisting properties and concrete slabs constructed to a minimum of 65mm cover for strip or slab reinforcement for a saline environment to restrict reinforcing steel from corrosion. Concrete slabs are to be cured for a minimum of seven (7) days.
- (e) in areas of sloping ground the top of the soil profile is treated with gypsum to enhance resistance to dispersive erosion during construction,
- (f) a 100 millimetre thickness of sand/silty sand or mulch is incorporated into landscaped areas to act as an evaporation break layer,
- (g) drainage of the building perimeter including subsoil drainage is installed to prevent water pondage or water logging of the soil in the vicinity of the building.

DP1081414

  
.....  
Council Authorised Person

R

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

Lengths are in metres

(Sheet 13 of 15 Sheets)

Plan:

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

**11. Terms of Restriction on the Use of Land eleventhly referred to in the  
abovementioned plan.**

For the purposes of bushfire protection;

- I. No dwelling or other structure shall be erected within that part of the  
burdened lot designated (H) on the abovementioned plan, without the  
prior written consent of Camden Council.
- II. No trees or shrubs shall be planted or permitted to grow within the  
burdened lot where the foliage of such trees or shrubs restrict vehicular  
access along any part of Dodonea Circuit.

**12. Terms of Restrictions on the Use of Land twelfthly referred to in the  
abovementioned plan.**

No building shall be erected or permitted to remain on the land hereby burdened  
UNLESS:

- (a) the length of external wall for the building on or adjacent to the lot  
boundary indicated EF on the abovementioned plan does not exceed 9  
metres without a step, such step to be a minimum 0.1 metres measured  
horizontally,
- (b) the roof of the building has a pitch of between 25 degrees and 45 degrees  
to the horizontal,
- (c) any window constructed within an external wall is set back a minimum 0.9  
metres from the adjacent boundary,
- (d) the building is set back a minimum of 1 metre from the lot boundary  
indicated GK on the abovementioned plan,
- (e) the building is set back a minimum of 6 metres from the lot boundary  
indicated FG on the abovementioned plan,
- (f) a minimum of two car parking spaces are provided on the land, behind the  
front building line as determined by Camden Council,

  
.....  
Council Authorised Person

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DP1081414

DP1081414

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

Lengths are in metres

(Sheet 14 of 15 Sheets)

Plan:

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

- (g) a courtyard having a minimum area of 25 square metres and a minimum dimension of 5 metres in any direction is provided adjacent to the lot boundary indicated GK on the abovementioned plan, and such courtyard is also adjacent to the common living areas of any dwelling erected on the land,
- (h) a fence having a maximum height of 1.8 metres is provided on all side and rear boundaries of the land behind the front building alignment unless an external wall of the building stands within 0.15 metres of the lot boundary.
- (i) the design and Development Application for such building is integrated with the designs and Development Applications for buildings proposed on each and every other lot burdened by this Restriction

**Name of person or authority empowered to release vary or modify the Easements or Restrictions firstly, fifthly, seventhly, eighthly, ninthly, tenthly, eleventhly and twelfthly referred to in the abovementioned plan.**

The Council of Camden. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Easements or Restrictions secondly and fourthly referred to in the abovementioned plan.**

Integral Energy Australia. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Positive Covenant thirdly referred to in the abovementioned plan.**

The Council of Camden together with Landcom. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

  
.....  
Council Authorised Person

R

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

Lengths are in metres

(Sheet 15 of 15 Sheets)

Subdivision of Lot 3364 in DP 1079537  
covered by Council Certificate No.

**DP1081414**

**Name of person or authority empowered to release vary or modify the Restriction  
sixthly referred to in the abovementioned plan.**

Landcom. The cost and expense of any such release, variation or modification  
shall be borne by the person or corporation requesting same in all respects.

SIGNED by Russell Clark McKinnon  
as delegate of Landcom who  
hereby declares that he has no notice  
of the revocation of the delegation  
in the presence of:

[Signature]  
Landcom by its delegate.

[Signature]  
Witness Robert Winter

[Signature]  
SIGNED by Integral Energy Australia by its  
Attorney pursuant to Power of Attorney  
\* Book ~~4421~~ No. ~~550~~ who declares that he has  
no notice of revocation of same in the  
presence of:

\* Book 4446 No 816

[Signature]  
Signature of witness

Stephen Jane  
Name of witness

C1- INTEGRAL ENERGY  
51 HUNTINGWOOD DRIVE  
Huntingwood 2148

[Signature]  
John Wallace GEOFFREY RIETHMULLER  
Attorney NETWORK PROPERTY  
General Manager Engineering MANAGER  
Performance

Date: 13 May 2005  
[Signature]  
Craig James  
Countersignee  
Company Secretary  
URS6247

[Signature]  
Council Authorised Person

RP 44



W256097

## RESUMPTION APPLICATION

SECTION 31A (3), REAL PROPERTY ACT, 1900  
(See Instructions for Completion on back of form)

DESCRIPTION  
OF LAND  
Note (a)

Torrens Title Reference	If part only, delete Whole and give details	Location
101/718669 503/709630 505/709630	WHOLE	NARELLAN

APPLICANT  
Note (b)

NEW SOUTH WALES LAND AND HOUSING CORPORATION,	OFFICE USE ONLY  OVER
---	-----------------------------

Note (c)

(the abovenamed Applicant) in consequence of the resumption notified in Government Gazette dated 21st February, 1986, follows a true copy whereof appears hereunder, hereby applies to the Registrar General (i) to make all such recordings in the Register as may be necessary to give effect to the resumption so far as it relates to the land above described and (ii) to issue a new Certificate of Title for the resumed land.

Note (d)

Note (e)

HOUSING ACT, 1976, PUBLIC WORKS ACT, 1912, AS AMENDED

### ACQUISITION OF LAND FOR THE PURPOSES OF THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

IT is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that in pursuance of the Provisions of section 12 of the Housing Act, 1976, so much of the lands described in the First Schedule hereunder as is Crown land is hereby appropriated, and so much of the said lands as is private property is hereby resumed, under the Public Works Act, 1912, as amended, for the purposes of the Housing Act, 1976, and that the said lands are vested in the New South Wales Land and Housing Corporation excepting the mines and minerals and easements described in the Second Schedule hereto, which are excepted from the vesting.

#### FIRST SCHEDULE

All those pieces or parcels of land situate at Narellan, in the Municipality of Camden, Parishes of Narellan and St Peter, County of Cumberland, and being lot 101 in Deposited Plan 718669 and lots 503 and 505 in Deposited Plan 709630.

#### SECOND SCHEDULE

- (a) All mines and minerals contained therein.
- (b) Easement for transmission line see J476019.
- (c) Easement for transmission line see K135418.
- (d) Easement for transmission line see L703319.
- (e) Easement for transmission line see L995283.
- (f) Easement for transmission line see M148016.

Dated at Sydney, this 19th day of February, 1986.

EXECUTION  
Note (f)

DATE OF APPLICATION ..... March, 1986 .....  
I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.  
Signed in my presence by the authorised officer of the applicant

J.A. ROWLAND, Governor.

By His Excellency's Command

F.J. WALKER, Minister for Housing.

*M. J. Toohar*  
Signature of Witness

MICHAEL TOOHER  
Name of Witness (BLOCK LETTERS)

22 Coventry Road, Homebush (Public Servant)  
Address and occupation of Witness

*L. Zande*  
LEO MICHAEL ZANDE  
AUTHORISED OFFICER  
LAND AND HOUSING CORPORATION  
Signature of authorised officer

TO BE COMPLETED  
BY LODGING PARTY  
Notes (g)  
and (h)

LODGED BY Department of Housing, Landcom Town Hall House, Sydney Square, Sydney. Phone: 267-1955 Delivery Box Number 984A		DOCUMENTS LODGED  c/t <sub>2</sub> Homebush 101/718669 503/709630 505/709630	
Extra Fee	Checked by <i>LEO Z</i> 25/16	REGISTERED - -19 - 1 MAY 1986 	3CT  NOCT

OFFICE USE ONLY

\$33  
C.

RP 44

# INSTRUCTIONS FOR COMPLETION

Use this form where the land resumed is under the provisions of the Real Property Act, 1900.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the applicant.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.

The following instructions relate to the side notes on the form.

## (a) Description of land.

(i) **TORRENS TITLE REFERENCE**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land subject of this application, e.g., 135/SP12345 or Vol. 8514 Fol. 12a.

(ii) **PART/WHOLE**—If part only of the land in the folio of the Register is the subject of the application, delete the word "Whole" and insert the lot and plan number, portion, &c.

(iii) **LOCATION**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Rous.

## (b) State the name of Authority in which the land is vested.

## (c) Show date and folio number of the Gazette notification.

## (d) Delete this clause if the issue of a new certificate of title is not required.

## (e) Insert a copy of the Gazette Notification. If the space provided is insufficient for this purpose, use an annexure sheet (identified as such) of the same size and quality of paper as this form.

## (f) Execution.

The certificate of correctness under the Real Property Act, 1900 must be signed by an authorised officer of the applicant who should execute the dealing in the presence of an adult witness to whom he is personally known.

Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

## (g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

## (h) If any document is lodged with this application, record in DOCUMENTS LODGED panel.

## OFFICE USE ONLY

DIRECTION: PROP No. OF NAMES:		FIRST SCHEDULE DIRECTIONS			
(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) I	(E)	NAME AND DESCRIPTION
		S			NEW SOUTH WALES LAND AND HOUSING CORPORATION
SECOND SCHEDULE AND OTHER DIRECTIONS					
(F) FOLIO IDENTIFIER (OR RECD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K)	DETAILS
503/709630	SET	GRN			
	OFF	AA	H859803		
	OFF	EA	DP518633		
	ON	AA			Land excludes minerals
505/709630	SET	GRN			
	OFF	CV	K965068		
	ON	AA			Land excludes minerals
101/718669	SET	GRN			
	OFF	AA			
	OFF	EA	F213126		
	OFF	EB	F213126		
	OFF	CV	K305366		
	OFF	CV	K390198		
	OFF	CV	K459791		
	OFF	CV	K576301		
	OFF	EA	DP233953		
	OFF	EB	DP233953		
	OFF	EA	L322335		
	OFF	RU	Q919262		
	OFF	EA	T934137		
	ON	AA			Land excludes minerals





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

Lengths are in metres.

(Sheet 1 of 4 Sheets)

PART 1

PLAN

**DP792463**

Plan of subdivision of Lot 906 in Deposited  
Plan 789754

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation,  
23-31 Moore Street,  
Liverpool, N.S.W., 2170

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

Easement to drain water 1.5 wide

Schedule of lots etc., affected

Lots burdened

2067  
2068  
2069  
2070  
2071  
2080  
2081  
2082  
2092  
2093

Lots benefited

2066  
2066, 2067  
2066, 2067, 2068  
2071, 2072  
2072  
2081, 2082, 2083  
2082, 2083  
2083  
2093, Lot 908 in d.p.789754  
Lot 908 in D.P. 789754 Folio Identifier  
908/789754

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

Easement to drain water 2.5 wide

Schedule of lots etc., affected

Lots burdened

2070  
2078

Lots and name of road benefited

2066, 2067, 2068, 2069, 2071, 2072 and Blake  
Road  
2066, 2067, 2068, 2069, 2070, 2071, 2072 and  
Blake Road

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

Easement for underground mains 1 wide

Schedule of lots etc., affected

Lot burdened

2096

Authority benefited

Prospect County Council

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

Easement for electricity purposes 2.75 wide

Schedule of lots etc., affected

Lot burdened

2073

Authority benefited

Prospect County Council



*12/5*

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

Lengths are in metres.

(Sheet 2 of 4 Sheets)

PART 1

PLAN

**DP792463**

Plan of subdivision of Lot 906 in Deposited  
Plan 789754

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation,  
23-31 Moore Street,  
Liverpool, N.S.W., 2170

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

Restriction on use

Schedule of lots etc. affected

Lots burdened

Lots benefited

Each Lot

Every Other Lot

6. Identity of restriction sixthly referred  
to in abovementioned plan.

Restriction on use

Schedule of lots etc. affected

Lots burdened

Authority benefited

2081, 2082, 2086, 2087, 2088

Camden Municipal Council

PART 2

3. Terms of easement thirdly referred to in abovementioned plan.

An easement for the transmission of electricity with full and free right leave liberty and licence for the Council and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer of the Council for the time being.

NAME OF AUTHORITY whose consent is required to release vary or modify the easement thirdly referred to in abovementioned plan.

PROSPECT COUNTY COUNCIL

4. Terms of easement fourthly referred to in abovementioned plan.

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by The Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that The Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

NAME OF AUTHORITY whose consent is required to release vary or modify the easement fourthly referred to in abovementioned plan.

PROSPECT COUNTY COUNCIL



*JS*

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

Lengths are in metres.

(Sheet 3 of 4 Sheets)

PART 2

PLAN

**DP792463**

Plan of subdivision of Lot 906 in Deposited  
Plan 789754

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation,  
23-31 Moore Street,  
Liverpool, N.S.W., 2170

5. Terms of Restriction on use fifthly referred to in abovementioned plan.

- (a) No more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the resubdivision of one or more of the lots burdened.
- (b) No garage or outbuilding shall be erected or permitted to remain on each Lot burdened except until after or concurrently with the erection of any main building thereon.
- (c) Without the prior consent in writing of the New South Wales Land and Housing Corporation which the New South Wales Land and Housing Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever, no building or structure shall be erected on any Lot burdened having external walls other than of new materials and any such building shall not be of a prefabricated or a temporary structure or of a kit-type construction or which has been transported to or re-assembled on such a Lot.
- (d) No fence shall be erected on each lot burdened, closer to the street than the house building line, as fixed by the responsible Shire, Municipal or City Council.
- (e) No fence shall be erected on each Lot burdened to divide is from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- (f) No advertisement hoarding sign or matter shall be displayed or erected on each Lot burdened (other than a sign advertising that the said Lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.
- (g) No sanitary convenience erected on each Lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said Lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said lot fronts then the same shall be suitably screened.
- (h) No earth clay stone gravel soil or sand shall be excavated carried away or removed from each Lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said Lot or for any purposes incidental or ancillary thereto.

NAME OF AUTHORITY whose consent is required to release vary of modify the restriction on use fifthly referred to in abovementioned plan.

NEW SOUTH WALES LAND AND HOUSING CORPORATION



*JB*

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

Lengths are in metres.

(Sheet 4 of 4 Sheets)

PART 2

PLAN

**DP792463**

Plan of subdivision of Lot 906 in Deposited  
Plan 789754

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation,  
23-31 Moore Street,  
Liverpool, N.S.W., 2170

6. Terms of restriction on use sixthly referred to in abovementioned plan.


No building shall be erected on filled land unless the requirements of Camden Municipal  
Council has been complied with.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on use  
sixthly referred to in abovementioned plan.

CAMDEN MUNICIPAL COUNCIL AND THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me RALPH STUART BRUCE )  
as DELEGATE of the NEW SOUTH )  
WALES LAND AND HOUSING CORPORATION )  
who hereby declares that he has no )  
notice of the revocation of the )  
delegation in the presence of: )

New South Wales Land and Housing Corporation  
by its delegate.

  
\_\_\_\_\_

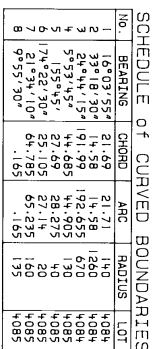
  
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**SIGNATURE AND SEALS ONLY**

W. Bruce

PERMANENT MARKS  
HILL HOLES & WINGS IN KERB



**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

**Plan Drawing only to appear in this space**

OFFICE USE ONLY

Registered

SUBDIVISION PURPOSE

Rel Map U7322-4  
Last Plan U7330-8 #  
D.P. 800228

OF SUBDIVISION OF  
LOT 911 IN D.P. 800228

Lengths are in metres. Reduction Ratio

**MILLINGTON-  
-City-  
CAMDEN**

Locality: **MANLEEN**

County: CUMBERLAND

This is sheet 1 of my plan in 3  
(Delete if inapplicable)

PAUL MICHAEL DALY  
JOHN M DALY & ASHCROFT RTK

a surveyor registered under the Surveyors Act, 1954, hereby certify that the survey is amended, hereby certify that the survey is

Desert Valley of Lands and was completed on

Signature Paul M. E.

insert date of survey

Plants used in preparation of salve: D 0 710660 D 0 700751 D

D.F.: 738006, D.F.: 800000000, D.

PANEL FOR USE ONLY for st

public reserves, drainage reserves, restrictions on the use of land

WHERE ANY LUI SHOWN HEREIN AB  
NON-TIDAL STREAM OR ROAD, THE T

ROAD AND NOT TO THE MIDDLE LI

ALL 1976, 11 IS INTENDED TO PROTECT  
LOTS 4083 AND 4085 AS PUBLIC

WORKS ACT 1912, AND SECTION 19

PROCLAIM :-  
CROSS PLACE DINAB PLACE

AS PUBLIC HIGHWAY.

CONVEYANCING ACT 1919, IT IS I

2.EASEMENT FOR UNDERGROUND

### 3. EASEMENT FOR ELECTRICITY PURPOSES 2-75 WIDE

## 5. RESTRICTION ON USE

REF MAP AMENDED IN LTO / 26.4.1996

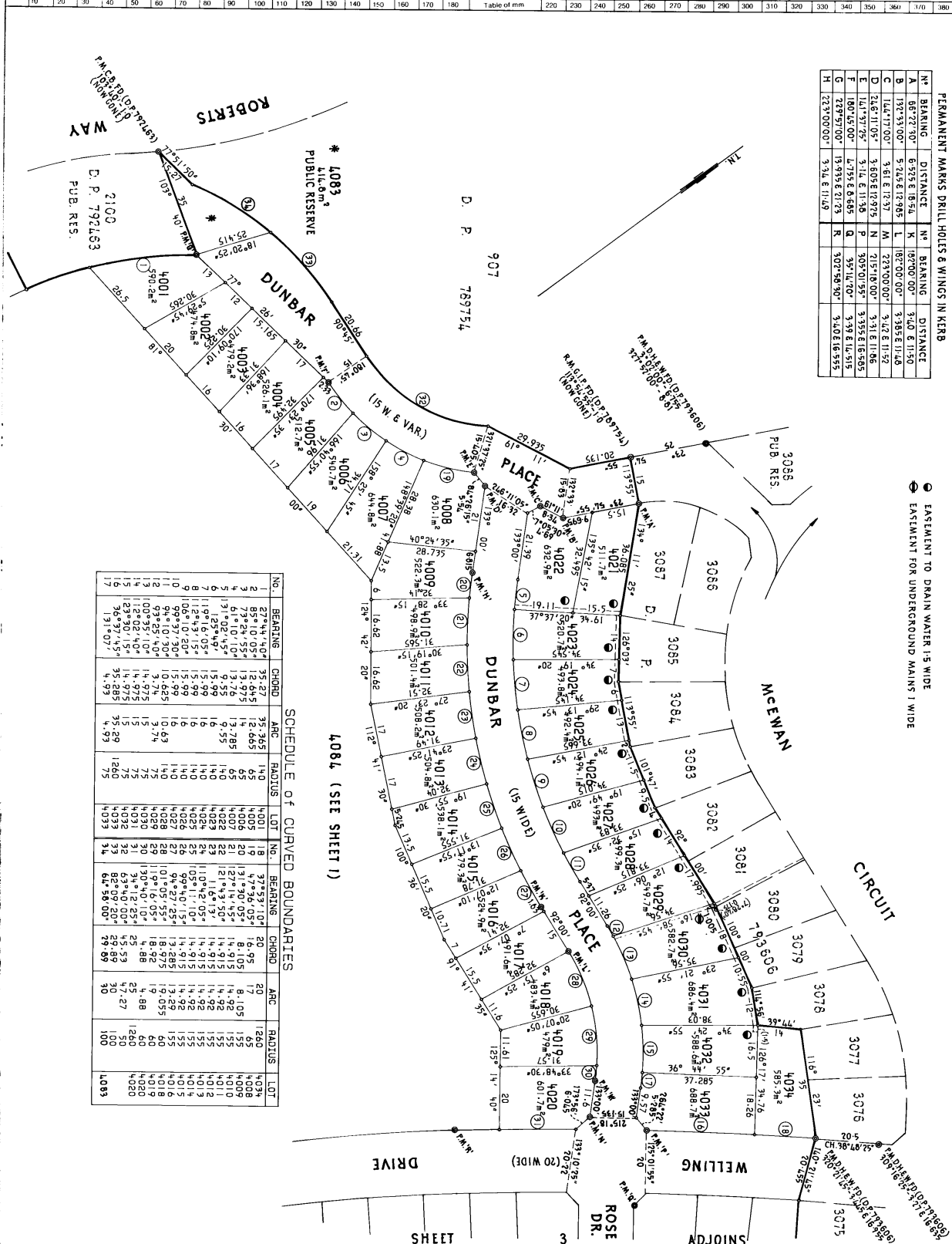
PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THIS FILE IS FOR OFFICIAL USE ONLY

PERMANENT MARKS DRILL HOLES & WINCS IN KERB					
N°	BEARING	DISTANCE	N°	BEARING	DISTANCE
A	88°22'00"	5.928 E 18.51	N	105°00'00"	3.40 E 11.50
B	139°33'00"	5.742 E 19.045	L	182°00'00"	3.385 E 11.52
C	114°17'00"	3.61 E 17.37	M	223°00'00"	3.42 E 11.52
D	216°11'00"	3.602 E 17.97	N	213°16'00"	3.41 E 11.56
E	114°17'00"	3.61 E 17.37	N	213°16'00"	3.41 E 11.56
F	180°15'00"	1.715 E 4.635	D	307°01'55"	3.395 E 16.565
G	229°57'00"	13.935 E 21.97	K	347°14'20"	3.48 E 12.515
H	223°00'00"	3.74 E 11.45	R	307°58'30"	3.40 E 16.955



SCHEDULE OF CURVED BOUNDARIES									
NO.	BEARING	CHORD	ARC	RADIUS	LOT	NO.	BEARING	CHORD	ARC
1	27°44'40"	35.27	35.265	140	4001	18	37°53'10"	20	17
2	85°10'05"	12.645	12.665	65	4006	20	191°30'05"	8.105	8.105
3	67°52'55"	13.975	14.185	65	4005	19	191°30'05"	8.105	8.105
4	67°52'55"	13.975	14.185	65	4006	20	191°30'05"	8.105	8.105
5	31°02'49"	9.55	9.55	140	4002	22	121°43'55"	14.915	14.915
6	125°49'	15.99	16	140	4003	23	116°13'	14.915	14.915
7	119°16'05"	15.99	16	140	4004	24	110°42'05"	14.915	14.915
8	106°10'20"	15.99	16	140	4005	25	105°11'10"	14.915	14.915
9	106°10'20"	15.99	16	140	4006	26	94°27'35"	13.215	13.215
10	99°37'30"	15.99	16	140	4007	27	94°27'35"	13.215	13.215
11	99°37'30"	15.99	16	140	4008	28	101°05'55"	18.975	18.975
12	63°25'40"	3.74	3.74	75	4009	29	119°16'05"	18.975	18.975
13	103°10'30"	10.625	10.63	140	4010	30	130°40'10"	4.88	4.88
14	103°10'30"	10.625	10.63	140	4011	31	130°40'10"	4.88	4.88
15	119°02'40"	14.975	15	75	4012	32	130°40'10"	4.88	4.88
16	123°30'15"	14.975	15	75	4013	33	130°40'10"	4.88	4.88
17	131°07'	4.93	4.93	75	4014	34	130°40'10"	4.88	4.88

DP 802800

Registered 23 May 1990

Plan 2 of 3

7th May 1990

Paul M. Kelly

3/19/90

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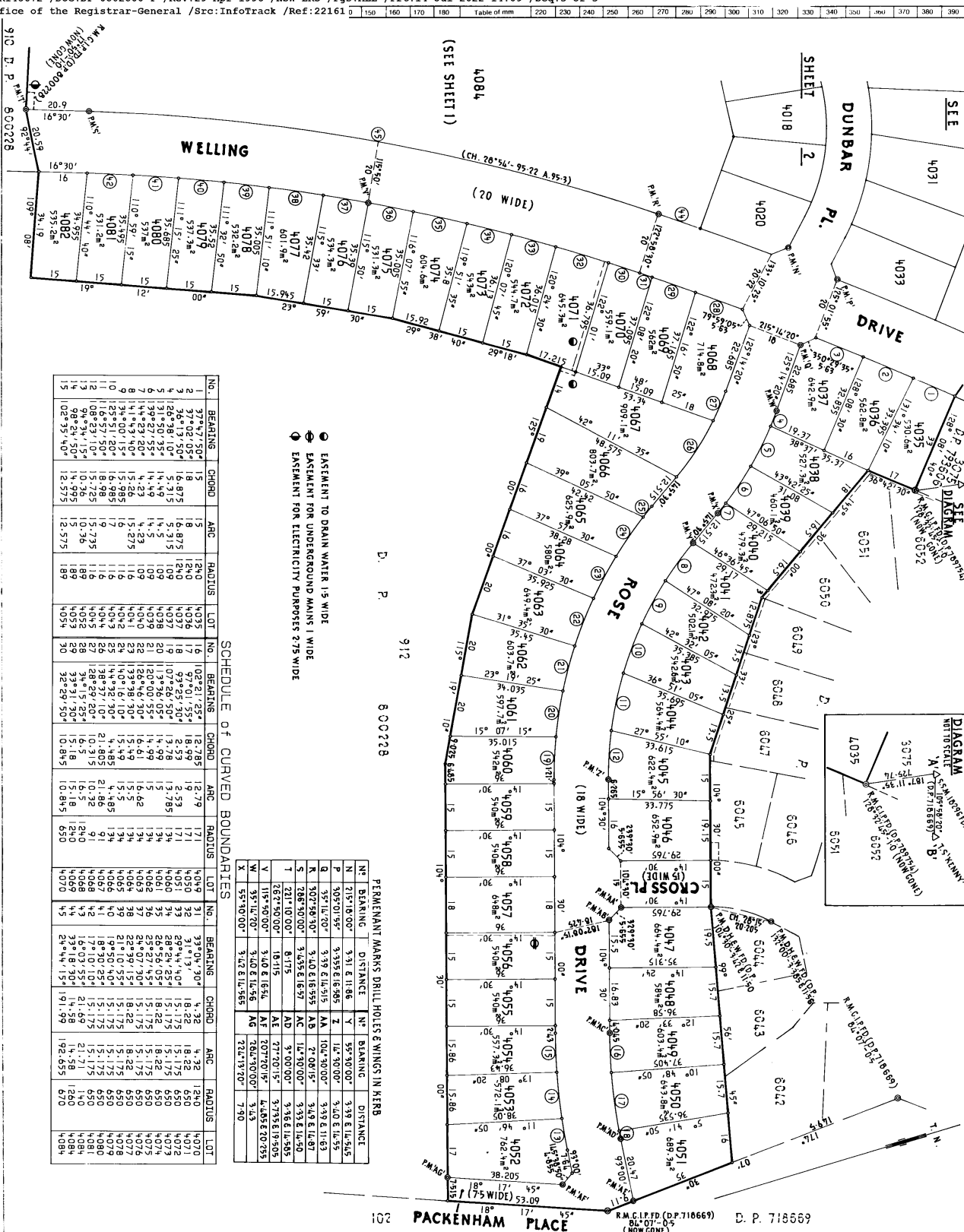


PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



Plan Drawing only to appear in this space

DP 802800	
Registered	7th May 1996
Paul M Daly	
I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the above is a true and correct copy of the original plan as deposited in my office on the 7th May 1996.	
SIGNED BY ME, RALPH STUART BRUCE AS DELEGATE OF THE LAND AND HOUSING CORPORATION, AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF THE REVOCATION OF SUCH DELEGATION.	
89/60	

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

Lengths are in metres.

(Sheet 1 of 4 Sheets)

DP802800

PART 1.

PLAN

Plan of Subdivision of Lot 911 in  
D.P. 800228

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation  
Level 1, 2-4 Merton Street  
SUTHERLAND NSW 2232

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

Easement to drain water 1.5 wide

Schedule of lots etc. affected

Lots burdened

4021

4022

4023

4024

4025

4026

4027

4028

4029

4030

4031

4032

4067

4071

Lots benefited

4023, 4024, 4025, 4026, 4027, 4028, 4029,  
4030, 4031, 4032, 4034

4021, 4023, 4024, 4025, 4026, 4027, 4028

4029, 4030, 4031, 4032, 4034,

4024, 4025, 4026, 4027, 4028, 4029

4030, 4031, 4032, 4034

4025, 4026, 4027, 4028, 4029, 4030, 4031

4032, 4034

4026, 4027, 4028, 4029, 4030, 4031, 4032,  
4034

4027, 4028, 4029, 4030, 4031, 4032, 4034

4028, 4029, 4030, 4031, 4032, 4034

4029, 4030, 4031, 4032, 4034

4030, 4031, 4032, 4034

4031, 4032, 4034

4032, 4034

4034

912 in D.P. 800228 (C.T. Folio 912/800228

4067, 912 in D.P. 800228 (C.T. Folio 912/  
800228)

NAME OF AUTHORITY whose consent is required to release vary or modify the easement firstly referred  
to in abovementioned plan.

CAMDEN MUNICIPAL COUNCIL

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

Easement for underground Mains 1 wide

Schedule of lots etc. affected

Lots burdened

4030, 4056

Name of Authority benefited

Prospect County Council



*Handwritten signature/initials*

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

Lengths are in metres.

(Sheet 2 of 4 Sheets)

PART 1.

PLAN DP802800

Plan of Subdivision of Lot 911 in  
D.P. 800228

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation  
Level 1, 2-4 Merton Street  
SUTHERLAND NSW 2232

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

Easement for electricity purposes 2.75 wide

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

4084

Prospect County Council

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

Restriction on use

Schedule of lots etc. affected

Lots burdened

Lots benefited

Each Lot except Lots 4083, 4084, 4085

Every other Lot except Lots 4083, 4084, 4085

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

Restriction on use

Lots burdened

Name of Authority benefited

4064, 4065, 4066, 4067, 4081, 4082

Camden Municipal Council

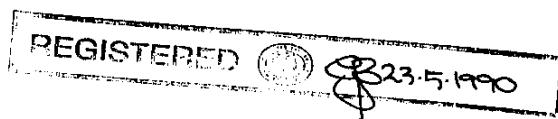
PART 2

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

An easement for the transmission of electricity with full and free right leave liberty and licence for the Council and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or person and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface or undersurface or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer of the Council for the time being.

NAME OF AUTHORITY whose consent is required to release vary or modify the easement referred to in abovementioned plan.

PROSPECT COUNTY COUNCIL



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

Lengths are in metres.

(Sheet 3 of 4 Sheets)

PART 2.

PLAN DP802800

Plan of Subdivision of Lot 909 in  
D.P. 800228

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation  
Level 1, 2-3 Merton Street  
SUTHERLAND NSW 2232

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

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by The Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that The Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

NAME OF AUTHORITY whose consent is required to release vary or modify the easement referred to in abovementioned plan.

PROSPECT COUNTY COUNCIL

4. Terms of Restriction on use fourthly referred to in abovementioned plan.

- (a) No more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the resubdivision of one or more of the lots burdened.
- (b) No garage or outbuilding shall be erected or permitted to remain on each Lot burdened except until after or concurrently with the erection of any main building thereon.
- (c) Without the prior consent in writing of the New South Wales Land and Housing Corporation which the New South Wales Land and Housing Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever, no building or structure shall be erected on any Lot burdened having external walls other than of new materials and any such building shall not be of a prefabricated or a temporary structure or of a kit-type construction or which has been transported to or re-assembled on such a Lot.
- (d) No fence shall be erected on each Lot burdened, closer to the street than the house building line, as fixed by the responsible Shire, Municipal or City Council.



*Handwritten signature*

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

Lengths are in metres.

(Sheet 4 of 4 Sheets)

PART 2.

PLAN DP802800

Plan of Subdivision of Lot 911 in  
D.P. 800228

Full name and address of  
proprietor of the land,

New South Wales Land and Housing Corporation  
Level 1, 2-3 Merton Street  
SUTHERLAND NSW 2232

4. Terms of Restriction on use fourthly referred to in abovementioned plan.

- (e) No fence shall be erected on each Lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and if favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- (f) No advertisement hoarding sign or matter shall be displayed or erected on each Lot burdened (other than a sign advertising that the said Lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.
- (g) No sanitary convenience erected on each Lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said Lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said Lot fronts then the same shall be suitable screened.
- (h) No earth clay stone gravel soil or sand shall be excavated carried away or removed from each Lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said Lot or for any purposes incidental or ancillary thereto.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on use referred to in abovementioned plan.

NEW SOUTH WALES LAND AND HOUSING CORPORATION

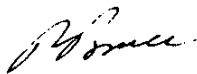
5. Terms of Restriction on use fifthly referred to in abovementioned plan.

No building shall be erected on filled land unless the requirements of Camden Municipal Council have been complied with.

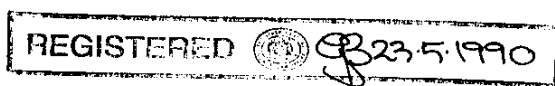
NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on use fifthly referred to in abovementioned plan.

CAMDEN MUNICIPAL COUNCIL

SIGNED by me RALPH STUART BRUCE )  
as DELEGATE of the NEW SOUTH WALES )  
LAND AND HOUSING CORPORATION who )  
hereby declares that he has no )  
notice of the revocation of the )  
delegation in the presence of: )



New South Wales Land and Housing Corporation  
by its delegate





• OFFICE USE ONLY

SURVEYOR'S REFERENCE. 461/BB-5680/H

(X) BENEFITED BY R. OF C'WAY - F 213126  
BENEFITED BY R. OF C'WAY - L 352333  
BENEFITED BY R. OF C'WAY - T 934137





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

Lengths are in Metres

(Sheet 1 of 1 sheet)

Plan: **DP 802842**

PART 1

OF Subdivision of Lot 2, DP 590370, Lot 2, DP 590369, Lot 102, DP 718669 and Lot 12, DP covered by Council Clerk's Certificate No.

Full Name and Address of Proprietor of the land:

Macarthur Development Corporation  
Kelliker Road & Bolger Street  
CAMPELLTOWN NSW 2560

1. Identity of Easement firstly referred to in above-mentioned plan:

Right of carriageway 6 wide and variable

Lots Burdened

201

Lots Benefited

202 & 203

2. Identity of Easement secondly referred to in above-mentioned plan:

Right of carriageway 3 wide

Lots Burdened

201  
203

Lots Benefited

203  
201

3. Identity of Easement thirdly referred to in above-mentioned plan:

Right of carriageway 30 wide

Lots Burdened

204

Lots Benefited

Lot 13, DP 787348 & Lots 101 & 107, DP 718669

SCHEDULE OF LOTS ETC. AFFECTED

PART 2

Name of Person empowered to release, vary or modify restrictions thirdly referred to in the above-mentioned Plan:

The Council of the Municipality of Camden

Signed by *[Signature]*  
HARRY LONEL SHIELDS as  
delegate of the Macarthur Development Corporation, and hereby certify that I have no notice of revocation of such delegation.

*[Signature]*

REGISTERED 91 26-6-1990

*[Signature]*  
*[Signature]*

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 27th June, 1990



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

SIGNED BY ME DOMINIC JOSEPH SUDOL,  
AS DELEGATE OF THE N.S.W. LAND AND  
HOUSING CORPORATION AND I HEREBY  
CERTIFY THAT I HAVE NO NOTICE OF THE  
REVOCATION OF SUCH DELEGATION.

WITNESSED BY: DAVID PAUL TERREY

*David Paul Terrey*

DP1000787

Registered  
20.5.1999

CA. NO. 22/99 OF 20.4.1999

The System: TORENS

Purpose: SUBDIVISION

Rel. Map: U7322-2f

Last Plan: D.P. 880878

PLAN OF SUBDIVISION OF  
LOT 2602 IN D.P. 882676

Lengths are in metres. Reduction Ratio 1:5000

LGA: CAMDEN

Locality: MOUNT ANNAN

Parish: NARELLAN

County: CUMBERLAND

This is sheet 1 of my plan in 4 sheets.  
(Delete if inapplicable)

PETER N. STRADWICK P/L  
SURVEILLANCE & DESIGN  
10/11-12/13-14/15-16/17-18/19-20/21-22/23-24/25-26/27-28/29-30/31-32/33-34/35-36/37-38/39-40/41-42/43-44/45-46/47-48/49-50/51-52/53-54/55-56/57-58/59-60/61-62/63-64/65-66/67-68/69-70/71-72/73-74/75-76/77-78/79-80/81-82/83-84/85-86/87-88/89-90/91-92/93-94/95-96/97-98/99-100/101-102/103-104/105-106/107-108/109-110/111-112/113-114/115-116/117-118/119-120/121-122/123-124/125-126/127-128/129-130/131-132/133-134/135-136/137-138/139-140/141-142/143-144/145-146/147-148/149-150/151-152/153-154/155-156/157-158/159-160/161-162/163-164/165-166/167-168/169-170/171-172/173-174/175-176/177-178/179-180/181-182/183-184/185-186/187-188/189-190/191-192/193-194/195-196/197-198/199-200/201-202/203-204/205-206/207-208/209-210/211-212/213-214/215-216/217-218/219-220/221-222/223-224/225-226/227-228/229-230/231-232/233-234/235-236/237-238/239-240/241-242/243-244/245-246/247-248/249-250/251-252/253-254/255-256/257-258/259-260/261-262/263-264/265-266/267-268/269-270/271-272/273-274/275-276/277-278/279-280/281-282/283-284/285-286/287-288/289-290/291-292/293-294/295-296/297-298/299-300/301-302/303-304/305-306/307-308/309-310/311-312/313-314/315-316/317-318/319-320/321-322/323-324/325-326/327-328/329-330/331-332/333-334/335-336/337-338/339-340/341-342/343-344/345-346/347-348/349-350/351-352/353-354/355-356/357-358/359-360/361-362/363-364/365-366/367-368/369-370/371-372/373-374/375-376/377-378/379-380/381-382/383-384/385-386/387-388/389-390/391-392/393-394/395-396/397-398/399-400/401-402/403-404/405-406/407-408/409-410/411-412/413-414/415-416/417-418/419-420/421-422/423-424/425-426/427-428/429-430/431-432/433-434/435-436/437-438/439-440/441-442/443-444/445-446/447-448/449-450/451-452/453-454/455-456/457-458/459-460/461-462/463-464/465-466/467-468/469-470/471-472/473-474/475-476/477-478/479-480/481-482/483-484/485-486/487-488/489-490/491-492/493-494/495-496/497-498/499-500/501-502/503-504/505-506/507-508/509-510/511-512/513-514/515-516/517-518/519-520/521-522/523-524/525-526/527-528/529-530/531-532/533-534/535-536/537-538/539-540/541-542/543-544/545-546/547-548/549-550/551-552/553-554/555-556/557-558/559-560/561-562/563-564/565-566/567-568/569-570/571-572/573-574/575-576/577-578/579-580/581-582/583-584/585-586/587-588/589-590/591-592/593-594/595-596/597-598/599-600/601-602/603-604/605-606/607-608/609-610/611-612/613-614/615-616/617-618/619-620/621-622/623-624/625-626/627-628/629-630/631-632/633-634/635-636/637-638/639-640/641-642/643-644/645-646/647-648/649-650/651-652/653-654/655-656/657-658/659-660/661-662/663-664/665-666/667-668/669-670/671-672/673-674/675-676/677-678/679-680/681-682/683-684/685-686/687-688/689-690/691-692/693-694/695-696/697-698/699-700/701-702/703-704/705-706/707-708/709-710/711-712/713-714/715-716/717-718/719-720/721-722/723-724/725-726/727-728/729-730/731-732/733-734/735-736/737-738/739-740/741-742/743-744/745-746/747-748/749-750/751-752/753-754/755-756/757-758/759-760/761-762/763-764/765-766/767-768/769-770/771-772/773-774/775-776/777-778/779-780/781-782/783-784/785-786/787-788/789-790/791-792/793-794/795-796/797-798/799-800/801-802/803-804/805-806/807-808/809-810/811-812/813-814/815-816/817-818/819-820/821-822/823-824/825-826/827-828/829-830/831-832/833-834/835-836/837-838/839-840/841-842/843-844/845-846/847-848/849-850/851-852/853-854/855-856/857-858/859-860/861-862/863-864/865-866/867-868/869-870/871-872/873-874/875-876/877-878/879-880/881-882/883-884/885-886/887-888/889-890/891-892/893-894/895-896/897-898/899-900/901-902/903-904/905-906/907-908/909-910/911-912/913-914/915-916/917-918/919-920/921-922/923-924/925-926/927-928/929-930/931-932/933-934/935-936/937-938/939-940/941-942/943-944/945-946/947-948/949-950/951-952/953-954/955-956/957-958/959-960/961-962/963-964/965-966/967-968/969-970/971-972/973-974/975-976/977-978/979-980/981-982/983-984/985-986/987-988/989-990/991-992/993-994/995-996/997-998/999-1000/1001-1002/1003-1004/1005-1006/1007-1008/1009-1010/1011-1012/1013-1014/1015-1016/1017-1018/1019-1020/1021-1022/1023-1024/1025-1026/1027-1028/1029-1030/1031-1032/1033-1034/1035-1036/1037-1038/1039-1040/1041-1042/1043-1044/1045-1046/1047-1048/1049-1050/1051-1052/1053-1054/1055-1056/1057-1058/1059-1060/1061-1062/1063-1064/1065-1066/1067-1068/1069-1070/1071-1072/1073-1074/1075-1076/1077-1078/1079-1080/1081-1082/1083-1084/1085-1086/1087-1088/1089-1090/1091-1092/1093-1094/1095-1096/1097-1098/1099-1100/1101-1102/1103-1104/1105-1106/1107-1108/1109-1110/1111-1112/1113-1114/1115-1116/1117-1118/1119-1120/1121-1122/1123-1124/1125-1126/1127-1128/1129-1130/1131-1132/1133-1134/1135-1136/1137-1138/1139-1140/1141-1142/1143-1144/1145-1146/1147-1148/1149-1150/1151-1152/1153-1154/1155-1156/1157-1158/1159-1160/1161-1162/1163-1164/1165-1166/1167-1168/1169-1170/1171-1172/1173-1174/1175-1176/1177-1178/1179-1180/1181-1182/1183-1184/1185-1186/1187-1188/1189-1190/1191-1192/1193-1194/1195-1196/1197-1198/1199-1200/1201-1202/1203-1204/1205-1206/1207-1208/1209-1210/1211-1212/1213-1214/1215-1216/1217-1218/1219-1220/1221-1222/1223-1224/1225-1226/1227-1228/1229-1230/1231-1232/1233-1234/1235-1236/1237-1238/1239-1240/1241-1242/1243-1244/1245-1246/1247-1248/1249-1250/1251-1252/1253-1254/1255-1256/1257-1258/1259-1260/1261-1262/1263-1264/1265-1266/1267-1268/1269-1270/1271-1272/1273-1274/1275-1276/1277-1278/1279-1280/1281-1282/1283-1284/1285-1286/1287-1288/1289-1290/1291-1292/1293-1294/1295-1296/1297-1298/1299-1300/1301-1302/1303-1304/1305-1306/1307-1308/1309-1310/1311-1312/1313-1314/1315-1316/1317-1318/1319-1320/1321-1322/1323-1324/1325-1326/1327-1328/1329-1330/1331-1332/1333-1334/1335-1336/1337-1338/1339-1340/1341-1342/1343-1344/1345-1346/1347-1348/1349-1350/1351-1352/1353-1354/1355-1356/1357-1358/1359-1360/1361-1362/1363-1364/1365-1366/1367-1368/1369-1370/1371-1372/1373-1374/1375-1376/1377-1378/1379-1380/1381-1382/1383-1384/1385-1386/1387-1388/1389-1390/1391-1392/1393-1394/1395-1396/1397-1398/1399-1400/1401-1402/1403-1404/1405-1406/1407-1408/1409-1410/1411-1412/1413-1414/1415-1416/1417-1418/1419-1420/1421-1422/1423-1424/1425-1426/1427-1428/1429-1430/1431-1432/1433-1434/1435-1436/1437-1438/1439-1440/1441-1442/1443-1444/1445-1446/1447-1448/1449-1450/1451-1452/1453-1454/1455-1456/1457-1458/1459-1460/1461-1462/1463-1464/1465-1466/1467-1468/1469-1470/1471-1472/1473-1474/1475-1476/1477-1478/1479-1480/1481-1482/1483-1484/1485-1486/1487-1488/1489-1490/1491-1492/1493-1494/1495-1496/1497-1498/1499-1500/1501-1502/1503-1504/1505-1506/1507-1508/1509-1510/1511-1512/1513-1514/1515-1516/1517-1518/1519-1520/1521-1522/1523-1524/1525-1526/1527-1528/1529-1530/1531-1532/1533-1534/1535-1536/1537-1538/1539-1540/1541-1542/1543-1544/1545-1546/1547-1548/1549-1550/1551-1552/1553-1554/1555-1556/1557-1558/1559-1560/1561-1562/1563-1564/1565-1566/1567-1568/1569-1570/1571-1572/1573-1574/1575-1576/1577-1578/1579-1580/1581-1582/1583-1584/1585-1586/1587-1588/1589-1590/1591-1592/1593-1594/1595-1596/1597-1598/1599-1600/1601-1602/1603-1604/1605-1606/1607-1608/1609-1610/1611-1612/1613-1614/1615-1616/1617-1618/1619-1620/1621-1622/1623-1624/1625-1626/1627-1628/1629-1630/1631-1632/1633-1634/1635-1636/1637-1638/1639-1640/1641-1642/1643-1644/1645-1646/1647-1648/1649-1650/1651-1652/1653-1654/1655-1656/1657-1658/1659-1660/1661-1662/1663-1664/1665-1666/1667-1668/1669-1670/1671-1672/1673-1674/1675-1676/1677-1678/1679-1680/1681-1682/1683-1684/1685-1686/1687-1688/1689-1690/1691-1692/1693-1694/1695-1696/1697-1698/1699-1700/1701-1702/1703-1704/1705-1706/1707-1708/1709-1710/1711-1712/1713-1714/1715-1716/1717-1718/1719-1720/1721-1722/1723-1724/1725-1726/1727-1728/1729-1730/1731-1732/1733-1734/1735-1736/1737-1738/1739-1740/1741-1742/1743-1744/1745-1746/1747-1748/1749-1750/1751-1752/1753-1754/1755-1756/1757-1758/1759-1760/1761-1762/1763-1764/1765-1766/1767-1768/1769-1770/1771-1772/1773-1774/1775-1776/1777-1778/1779-1780/1781-1782/1783-1784/1785-1786/1787-1788/1789-1790/1791-1792/1793-1794/1795-1796/1797-1798/1799-1800/1801-1802/1803-1804/1805-1806/1807-1808/1809-1810/1811-1812/1813-1814/1815-1816/1817-1818/1819-1820/1821-1822/1823-1824/1825-1826/1827-1828/1829-1830/1831-1832/1833-1834/1835-1836/1837-1838/1839-1840/1841-1842/1843-1844/1845-1846/1847-1848/1849-1850/1851-1852/1853-1854/1855-1856/1857-1858/1859-1860/1861-1862/1863-1864/1865-1866/1867-1868/1869-1870/1871-1872/1873-1874/1875-1876/1877-1878/1879-1880/1881-1882/1883-1884/1885-1886/1887-1888/1889-1890/1891-1892/1893-1894/1895-1896/1897-1898/1899-1900/1901-1902/1903-1904/1905-1906/1907-1908/1909-1910/1911-1912/1913-1914/1915-1916/1917-1918/1919-1920/1921-1922/1923-1924/1925-1926/1927-1928/1929-1930/1931-1932/1933-1934/1935-1936/1937-1938/1939-1940/1941-1942/1943-1944/1945-1946/1947-1948/1949-1950/1951-1952/1953-1954/1955-1956/1957-1958/1959-1960/1961-1962/1963-1964/1965-1966/1967-1968/1969-1970/1971-1972/1973-1974/1975-1976/1977-1978/1979-1980/1981-1982/1983-1984/1985-1986/1987-1988/1989-1990/1991-1992/1993-1994/1995-1996/1997-1998/1999-2000/2001-2002/2003-2004/2005-2006/2007-2008/2009-2010/2011-2012/2013-2014/2015-2016/2017-2018/2019-2020/2021-2022/2023-2024/2025-2026/2027-2028/2029-2030/2031-2032/2033-2034/2035-2036/2037-2038/2039-2040/2041-2042/2043-2044/2045-2046/2047-2048/2049-2050/2051-2052/2053-2054/2055-2056/2057-2058/2059-2060/2061-2062/2063-2064/2065-2066/2067-2068/2069-2070/2071-2072/2073-2074/2075-2076/2077-2078/2079-2080/2081-2082/2083-2084/2085-2086/2087-2088/2089-2090/2091-2092/2093-2094/2095-2096/2097-2098/2099-2100/2101-2102/2103-2104/2105-2106/2107-2108/2109-2110/2111-2112/2113-2114/2115-2116/2117-2118/2119-2120/2121-2122/2123-2124/2125-2126/2127-2128/2129-2130/2131-2132/2133-2134/2135-2136/2137-2138/2139-2140/2141-2142/2143-2144/2145-2146/2147-2148/2149-2150/2151-2152/2153-2154/2155-2156/2157-2158/2159-2160/2161-2162/2163-2164/2165-2166/2167-2168/2169-2170/2171-2172/2173-2174/2175-2176/2177-2178/2179-2180/2181-2182/2183-2184/2185-2186/2187-2188/2189-2190/2191-2192/2193-2194/2195-2196/2197-2198/2199-2200/2201-2202/2203-2204/2205-2206/2207-2208/2209-2210/2211-2212/2213-2214/2215-2216/2217-2218/2219-2220/2221-2222/2223-2224/2225-2226/2227-2228/2229-2230/2231-2232/2233-2234/2235-2236/2237-2238/2239-2240/2241-2242/2243-2244/2245-2246/2247-2248/2249-2250/2251-2252/2253-2254/2255-2256/2257-2258/2259-2260/2261-2262/2263-2264/2265-2266/2267-2268/2269-2270/2271-2272/2273-2274/2275-2276/2277-2278/2279-2280/2281-2282/2283-2284/2285-2286/2287-2288/2289-2290/2291-2292/2293-2294/2295-2296/2297-2298/2299-2300/2301-2302/2303-2304/2305-2306/2307-2308/2309-2310/2311-2312/2313-2314/2315-2316/2317-2318/2319-2320/2321-2322/2323-2324/2325-2326/2327-2328/2329-2330/2331-2332/2333-2334/2335-2336/2337-2338/2339-2340/2341-2342/2343-2344/2345-2346/2347-2348/2349-2350/2351-2352/2353-2354/2355-2356/2357-2358/2359-2360/2361-2362/2363-2364/2365-2366/2367-2368/2369-2370/2371-2372/2373-2374/2375-2376/2377-2378/2379-2380/2381-2382/2383-2384/2385-2386/2387-2388/2389-2390/2391-2392/2393-2394/2395-2396/2397-2398/2399-2400/2401-2402/2403-2404/2405-2406/2407-2408/2409-2410/2411-2412/2413-2414/2415-2416/2417-2418/2419-2420/2421-2422/2423-2424/2425-2426/2427-2428/2429-2430/2431-2432/2433-2434/2435-2436/2437-2438/2439-2440/2441-2442/2443-2444/2445-2446/2447-2448/2449-2450/2451-2452/2453-2454/2455-2456/2457-2458/2459-2460/2461-2462/2463-2464/2465-2466/2467-2468/2469-2470/2471-2472/2473-2474/2475-2476/2477-2478/2479-2480/2481-2482/2483-2484/2485-2486/2487-2488/2489-2490/2491-2492/2493-2494/2495-2496/2497-2498/2499-2500/2501-2502/2503-2504/2505-2506/2507-2508/2509-2510/2511-2512







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

Lengths are in metres

(Sheet 1 of 10 Sheets)

**DP1000787**

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. 22/99

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

New South Wales Land and  
Housing Corporation  
PO Box 237  
PARRAMATTA NSW 2150

**PART 1**

1. **Identity of Easement firstly  
referred to in the  
abovementioned plan:** Easement to Drain Water 1.5 wide.

**Schedule of lots etc affected**

**Lots burdened:**

2001  
2002  
2003  
2004  
2005  
2009  
2008  
2018  
  
2017  
2016  
2015  
2014  
2013  
2011  
2027  
2028  
2029  
2036  
2035

**Lots, name of road or authority  
benefited:**

2006, 2005, 2004, 2003, 2002  
2006, 2005, 2004, 2003  
2006, 2005, 2004  
2006, 2005  
2006  
2008, 2007  
2007  
2011, 2012, 2013, 2014, 2015, 2016,  
2017, 2019  
2011, 2012, 2013, 2014, 2015, 2016  
2011, 2012, 2013, 2014, 2015  
2011, 2012, 2013, 2014  
2011, 2012, 2013  
2011, 2012  
2012  
2030, 2029, 2028  
2030, 2029  
2030  
2031, 2032, 2033, 2034, 2035  
2031, 2032, 2033, 2034

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 2 of 10 Sheets)

Plan: **D. P. 1000787**

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. *22/49*

2034	2031, 2032, 2033
2033	2031, 2032
2032	2031
2043	2078, 2079, 2080
2080	2078, 2079
2079	2078
2047	2049, 2048
2048	2049
2051	2050
2077	2065, 2066, 2067
2067	2065, 2066
2066	2065
2069	2068

**2. Identity of Restriction secondly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot except lot  
2082

Each and every other lot except lot 2082

.....  
Council Authorised Person





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

Lengths are in metres

(Sheet 3 of 10 Sheets)

Plan: **D.P. 1000787**

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. **22/99**

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

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

2001, 2002, 2003, 2004, 2005,  
2006, 2007, 2008, 2009

**Lots, name of road or authority  
benefited:**

Camden Council

**4. Identity of Restriction fourthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

2001

**Lots, name of road or authority  
benefited:**

Camden Council

**5. Identity of Covenant fifthly  
referred to in the  
abovementioned plan:**

Positive Covenant

**Schedule of lots etc affected**

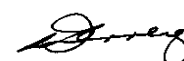
**Lots burdened:**

2006, 2010, 2012, 2027, 2036,  
2037

**Lots, name of road or authority  
benefited:**

Camden Council

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 4 of 10 Sheets)

Plan: D.P. 1000787

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. 22/99

- 6. Identity of Easement sixthly  
referred to in the  
abovementioned plan:**

Easement for Padmount Substation  
2.75 wide.

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

2006

Integral Energy Australia

**PART 1A**

- 1. Identity of Easement to be  
released and firstly referred to  
in the abovementioned plan:**

Easement to Drain Water 1.5 wide.  
D.P. 880879

**Schedule of lots etc. affected**

**Lots burdened by existing  
easement:**

**Lots, name of road or authority  
benefited by existing easement:**

Lot 1907 in DP 880879

Each and every lot except 2007, 2008,  
2009

Lot 1951 in DP 880879

Each and every lot except 2011, 2012,  
2013, 2014, 2015, 2016, 2017, 2018,  
2019

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 5 of 10 Sheets)

Plan: D P. 1000787

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. 22/99

**PART 2**

**2. Terms of Restrictions on the Use of Land secondly referred to in the  
abovementioned plan:**

1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials and the proportion of the combined areas of timber and/or glass and/or fibre cement panelling or boarding shall not in the case of a single storey building exceed 25% of the total area of the external walls and in the case of a building having more than one storey, 40% thereof: **PROVIDING THAT** combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.

b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):

of less than 140 square metres where that land area is 650 square metres or greater,

of less than 120 square metres where the land area is 550 square metres or more but less than 650 square metres,

of less than 110 square metres where the land area is less than 550 square metres.

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 6 of 10 Sheets)

Plan: D. P. 1000787

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. 22/99

2. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than terra-cotta roof tiles, or concrete roof tiles, or timber shingles, or slate, or corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, or such other material as may be approved by the New South Wales Land and Housing Corporation in its absolute discretion.
3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. No main building shall be erected on each burdened lot unless it has an attached garage and such garage shall have a minimum floor area of 16 square metres.
5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber infill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) shall be constructed on the burdened lot:

where the lot is not a corner lot, on or adjacent to the street frontage, or on a side boundary forward of the main building, except for side boundaries co-incident with the rear boundary of corner lots, where the relevant requirements of 6 hereunder shall apply, or

where the lot is a corner lot, on a front or side boundary forward of the front alignment of the main building or on or adjacent to the side street frontage forward of a line parallel to and distant 10 metres forward of the rear boundary.

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 7 of 10 Sheets)

Plan: D.P. 1000787

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. 22/99

6. Where the burdened lot is a corner lot, no fence comprised of materials other than lapped and capped paling, brick, stone, brushwood or combinations thereof (and only to a height of no greater than 1,800 millimetres) shall be constructed on or adjacent to the side street boundary within the area bounded by a line parallel to and distant 10 metres forward of the rear boundary, the street side alignment of the main building, the rear boundary and the side street boundary.
7. No fence constructed with aluminium sheeting or fibre cement or asbestos cement or fibreglass or any other material of a similar nature shall be erected on a boundary of the burdened lot adjoining a public reserve or a public pathway or a street frontage.
8. Where any timber boundary fence has been erected by the New South Wales Land and Housing Corporation at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of the New South Wales Land and Housing Corporation in writing being first obtained.

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 8 of 10 Sheets)

Plan: *D. P. 1000787*

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. *22/99*

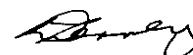
9. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
10. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

**3. Terms of Restrictions on the Use of Land thirdly referred to in the  
abovementioned plan.**

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 9 of 10 Sheets)

Plan: DP 1000787

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No 22/99

**4. Terms of Restrictions on the Use of Land fourthly referred to in the  
abovementioned plan.**

- (a) No excavation shall be carried out on the land hereby burdened without the prior written consent of Camden Council.
- (b) No building shall be erected or permitted to remain on the land hereby burdened which has a floor of any habitable room below a level of 115.80 relative to Australian Height Datum

**5. Terms of the Positive Covenant fifthly referred to in the abovementioned  
plan.**

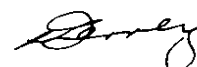
For the purpose of street sign maintenance:

- (a) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the street name sign erected within that part of the land designated (B) is not removed or altered in any way,
- (b) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the aforesaid street name sign is maintained in good order at all times to the satisfaction of Camden Council and the New South Wales Land and Housing Corporation.

**Name of person or authority empowered to release vary or modify the Easements  
or Restrictions firstly, thirdly and fourthly referred to in the abovementioned plan.**

The Council of Camden. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 10 of 10 Sheets)

Plan: D.P.1000787

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No.22/99

**Name of person or authority empowered to release vary or modify the  
Restrictions secondly referred to in the abovementioned plan.**

The New South Wales Land and Housing Corporation. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Positive  
Covenant fifthly referred to in the abovementioned plan.**

The Council of Camden together with the New South Wales Land and Housing Corporation. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Easement  
sixthly referred to in the abovementioned plan.**

Integral Energy Australia. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

SIGNED by DOMINIC JOSEPH SIDOTI  
as delegate of the New South Wales  
Land and Housing Corporation who  
hereby declares that he has no notice  
of the revocation of the delegation  
in the presence of:



.....  
New South Wales Land and  
Housing Corporation by  
its delegate.



.....  
Witness DAVID PAUL TERREY

.....  
Council Authorised Person







SCHEDULE OF CURVED BOUNDARIES

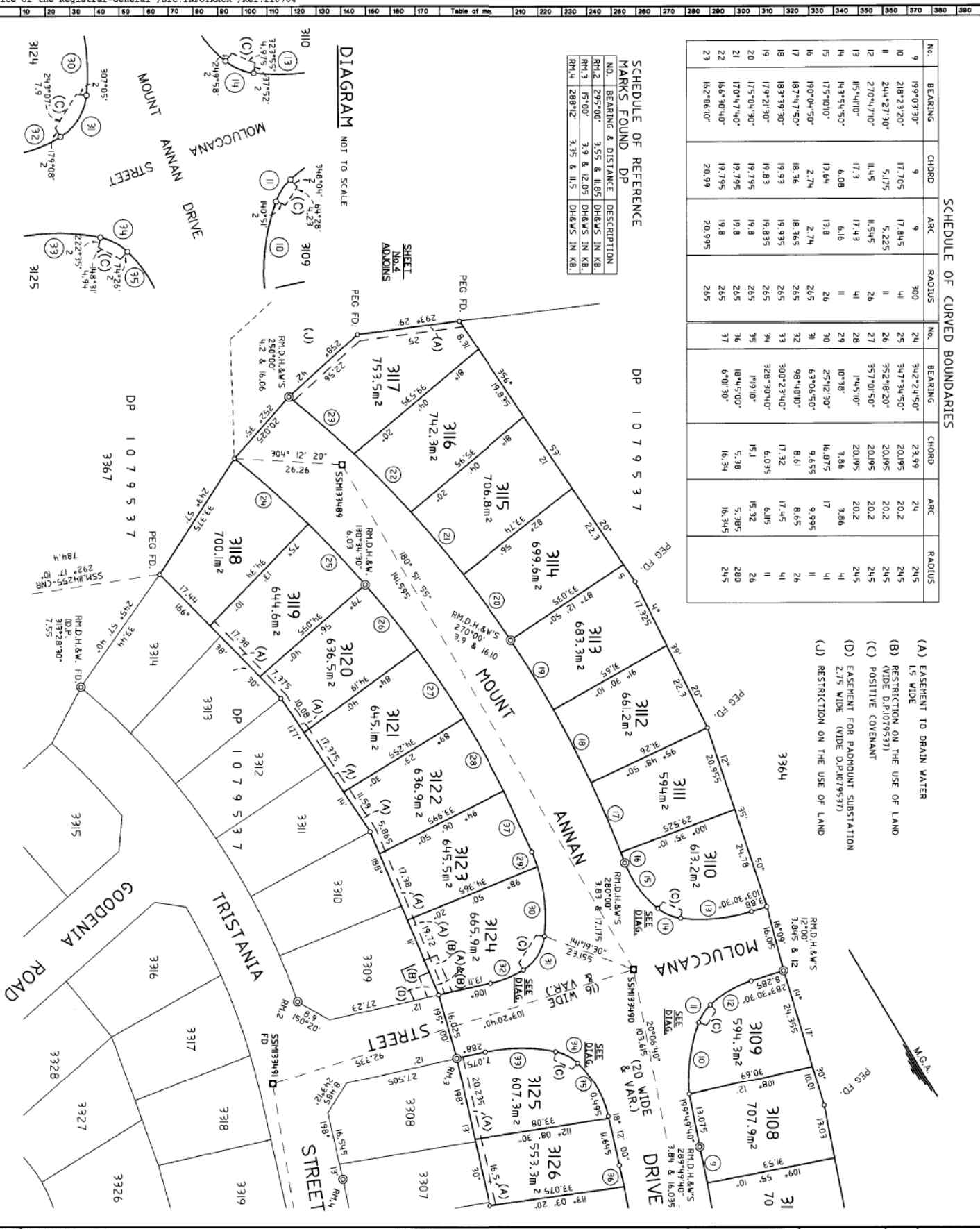
No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
9	189°03'30"	9	9	300	24	342°24'50"	23.99	24	245
10	218°23'30"	17.705	17.845	41	25	347°34'50"	20.95	20.2	245
11	214°27'30"	5.175	5.225	26	26	352°18'20"	20.95	20.2	245
12	270°47'10"	11.45	11.545	26	27	357°01'50"	20.95	20.2	245
13	185°41'10"	17.3	17.43	41	28	1°45'10"	20.95	20.2	245
14	143°54'50"	6.08	6.16	29	29	10°38'	3.86	3.86	41
15	175°10'10"	13.64	13.8	26	30	25°12'30"	16.875	17	41
16	190°04'50"	2.74	2.74	265	31	63°04'50"	9.995	9.995	26
17	187°47'50"	18.36	18.365	265	32	98°40'10"	8.61	8.65	26
18	187°39'30"	19.93	19.935	265	33	300°23'40"	17.32	17.45	41
19	179°21'30"	19.83	19.835	265	34	328°30'40"	6.035	6.15	41
20	175°04'30"	19.795	19.8	265	35	1°19'10"	15.1	15.32	26
21	170°47'40"	19.795	19.8	265	36	18°45'00"	5.38	5.385	26
22	166°30'40"	20.99	20.995	265	37	6°01'30"	16.34	16.345	245
23	162°06'10"			285					

- (A) EASEMENT TO DRAIN WATER  
1.5 WIDE  
(B) RESTRICTION ON THE USE OF LAND  
(C) POSITIVE COVENANT  
(D) EASEMENT FOR PADMOUNT SUBSTATION  
2.75 WIDE (VIDE D.P.1079537)  
(J) RESTRICTION ON THE USE OF LAND

SCHEDULE OF REFERENCE  
MARKS FOUND DP

NO.	BEARING & DISTANCE	DESCRIPTION
RM.2	295°00' 3.95 & 11.85	DHAW'S IN K.B.
RM.3	15°00' 3.9 & 12.05	DHAW'S IN K.B.
RM.4	288°12' 3.95 & 11.5	DHAW'S IN K.B.

DIAGRAM NOT TO SCALE



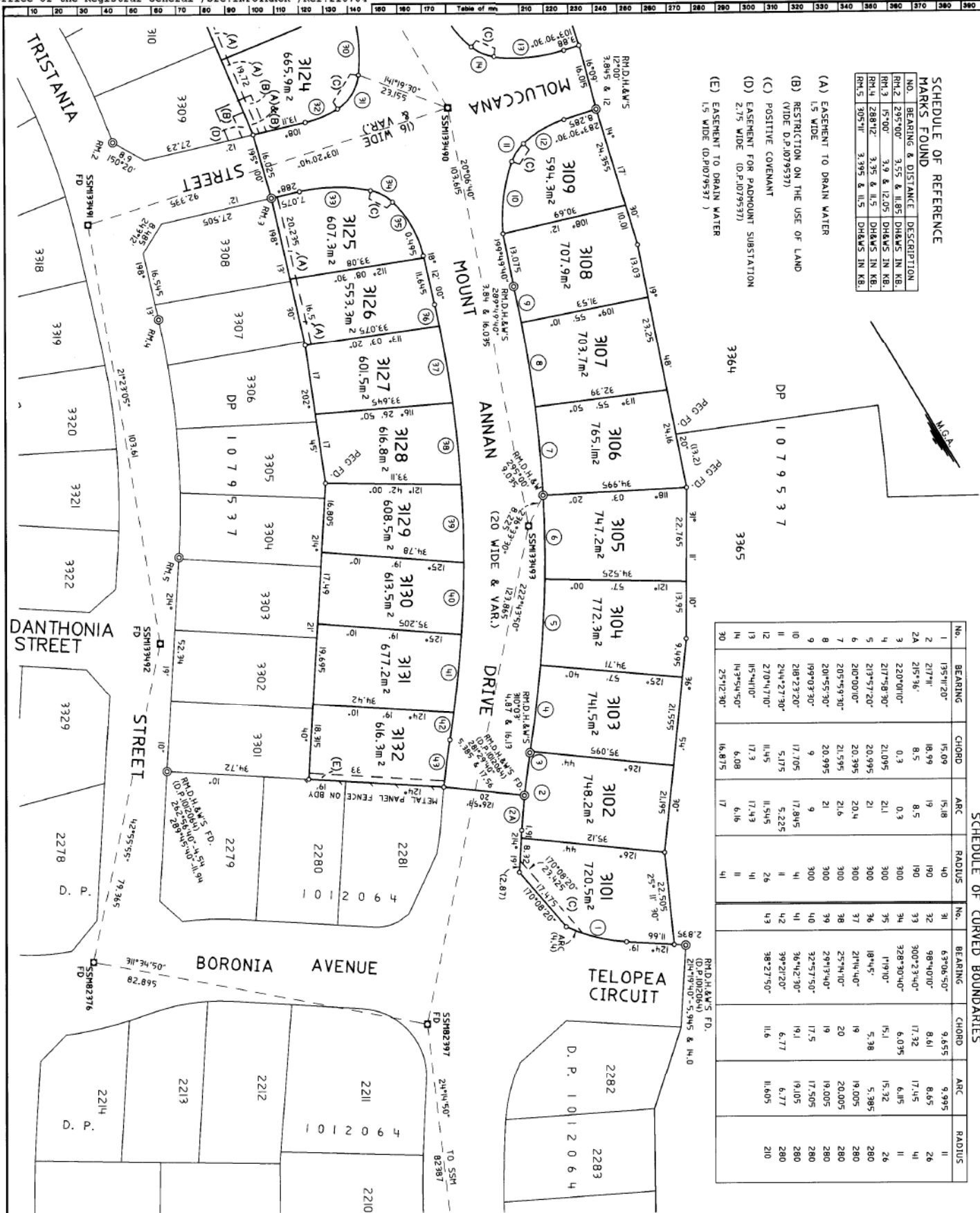
**SCHEDULE OF REFERENCE  
MARKS FOUND**

NO.	BEARING & DISTANCE	DESCRIPTION
RM.2	295°00' 3.55 & 11.85	D&W&S IN KB
RM.3	15°00' 3.9 & 12.05	D&W&S IN KB
RM.4	268°12' 3.35 & 11.5	D&W&S IN KB
RM.5	305°11' 3.395 & 11.5	D&W&S IN KB

- (A) EASEMENT TO DRAIN WATER  
1.5' WIDE
- (B) RESTRICTION ON THE USE OF LAND  
(VIDE D.P.1079537)
- (C) POSITIVE COVENANT
- (D) EASEMENT FOR PADMOUNT SUBSTATION  
2.75' WIDE (D.P.1079537)
- (E) EASEMENT TO DRAIN WATER  
1.5' WIDE (D.P.1079537 )

### SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	LCOR	AFC	RADIUS	No.	BEARING	CHORD	AFC	RADIUS
1	135°11'20"	15.69	15.18	40	31	63°04'50"	9.555	9.995	II
2	217°11'	18.99	19	190	32	98°40'10"	8.61	8.85	26
2A	216°36'	8.5	8.5	190	33	300°23'40"	17.32	17.15	41
3	220°01'0"	0.3	0.3	300	34	328°30'40"	6.035	6.115	II
4	217°58'30"	21.055	21.1	300	35	17°19'10"	15.1	15.32	26
5	219°57'20"	20.995	21	300	36	18°45'	5.38	5.395	280
6	20°00'10"	20.395	20.4	300	37	21°14'40"	19	19.005	280
7	20°59'30"	21.595	21.6	300	38	25°14'10"	20	20.005	280
8	200°55'30"	20.995	21	300	39	29°13'40"	19	19.005	280
9	199°03'30"	9	9	300	40	32°57'50"	17.5	17.505	280
10	281°23'20"	17.705	17.845	II	41	36°42'30"	19.1	19.105	280
11	294°21'30"	5.175	5.225	II	42	39°21'20"	6.77	6.77	280
12	271°04'10"	11.445	11.545	26	43	38°27'50"	11.6	11.605	210
13	115°54'10"	17.3	17.34	II					
14	143°54'50"	6.08	6.16	41					
30	251°12'30"	16.815	17	41					

Registered:  26 30

18 FEBRUARY 2005

Surveyor registered under Surveying Act 2003

This is sheet 3 of the plan of 4 sheets covered by my Certificate No. 14 of 2005

Authorized Person/General Manager/Personnel Officer

For use where space is insufficient to any panel on Phase Form 2.

Reduction Ratio 1:600

► SURVEYOR'S REFERENCE: P50309-P31-DP



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

Lengths are in metres

(Sheet 1 of 11 Sheets)

**DP1081420**

Subdivision of Lot 3363 in DP 1079537  
and of Restriction on the Use of Land  
within Lot 3367 in DP 1079537 covered  
by Council Certificate No.

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

Landcom  
PO Box 237  
PARRAMATTA NSW 2150

**PART 1**

1. **Identity of Easement firstly  
referred to in the  
abovementioned plan:** Easement to Drain Water 1.5 wide.

**Schedule of lots etc affected**

**Lots burdened:**

3117  
3119  
3120  
3121  
3122  
3123  
3124  
3125  
3126

**Lots, name of road or authority  
benefited:**

3364 DP1079537  
3118  
3118, 3119  
3118, 3119, 3120  
3118, 3119, 3120, 3121  
3118, 3119, 3120, 3121, 3122  
3118, 3119, 3120, 3121, 3122, 3123  
3126, 3127  
3127

2. **Identity of Covenant secondly  
referred to in the  
abovementioned plan:** Positive Covenant


**Schedule of lots etc affected**

**Lots burdened:**

3101, 3109, 3110, 3124, 3125

**Lots, name of road or authority  
benefited:**

Camden Council

  
.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 2 of 11 Sheets)

**DP1081420**

Subdivision of Lot 3363 in DP 1079537  
and of Restriction on the Use of Land  
within Lot 3367 in DP 1079537 covered  
by Council Certificate No.

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

Restriction on the use of land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot.

Each and every other lot.

- 4. Identity of Restriction fourthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3101, 3102, 3103, 3104, 3105,  
3106, 3108, 3109, 3110, 3111,  
3112, 3120, 3121, 3122, 3123,  
3124, 3125, 3126.

Camden Council

- 5. Identity of Restriction fifthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

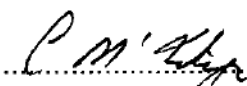
**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3119 to 3126 inclusive.

Camden Council

  
.....  
Council Authorised Person

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

Lengths are in metres

(Sheet 3 of 11 Sheets)

Plan: 14/2005

Subdivision of Lot 3363 in DP 1079537  
and of Restriction on the Use of Land  
within Lot 3367 in DP 1079537 covered  
by Council Certificate No.

6. **Identity of Restriction sixthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot.

Camden Council

7. **Identity of Restriction  
seventhly referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot.

Camden Council

8. **Identity of Restriction eighthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3367 DP. 1079537

Camden Council

**DP1081420**

  
.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 4 of 11 Sheets)

Plan: 14/2005

Subdivision of Lot 3363 in DP 1079537  
and of Restriction on the Use of Land  
within Lot 3367 in DP 1079537 covered  
by Council Certificate No.

**PART 2**

**2. Terms of the Positive Covenant secondly referred to in the  
abovementioned plan.**

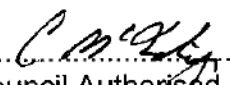

For the purpose of street sign maintenance:

- (a) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the street name sign erected within that part of the land designated (C) is not removed or altered in any way,
- (b) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the aforesaid street name sign is maintained in good order at all times to the satisfaction of Camden Council and Landcom

**3. Terms of Restriction on the Use of Land thirdly referred to in the  
abovementioned plan:**

- 1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials and the proportion of the combined areas of timber and/or glass and/or fibre cement panelling or boarding shall not in the case of a single storey building exceed 25% of the total area of the external walls and in the case of a building having more than one storey, 40% thereof: PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.

**DP1081420**

  
.....  
Council Authorised Person  




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

Lengths are in metres

(Sheet 5 of 11 Sheets)

Plan: 14/2005

Subdivision of Lot 3363 in DP 1079537  
and of Restriction on the Use of Land  
within Lot 3367 in DP 1079537 covered  
by Council Certificate No.

b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):

of less than 140 square metres where that land area is 650 square metres or greater,

of less than 120 square metres where the land area is 550 square metres or more but less than 650 square metres,

of less than 110 square metres where the land area is less than 550 square metres.

2. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than terra-cotta roof tiles, or concrete roof tiles, or timber shingles, or slate, or corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, or such other material as may be approved by Landcom in its absolute discretion.
3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. No main building shall be erected on each burdened lot unless it has an attached garage and such garage shall have a minimum floor area of 16 square metres.

**DP1081420**

  
.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 6 of 11 Sheets)

Plan: 14/2005

Subdivision of Lot 3363 in DP 1079537  
and of Restriction on the Use of Land  
within Lot 3367 in DP 1079537 covered  
by Council Certificate No.

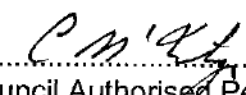

5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber infill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) shall be constructed on the burdened lot:

where the lot is not a corner lot, on or adjacent to the street frontage, or on a side boundary forward of the main building, except for side boundaries co-incident with the rear boundary of corner lots, where the relevant requirements of 6 hereunder shall apply, or

where the lot is a corner lot, on a front or side boundary forward of the front alignment of the main building or on or adjacent to the side street frontage forward of a line parallel to and distant 10 metres forward of the rear boundary.

6. Where the burdened lot is a corner lot, no fence comprised of materials other than lapped and capped paling, brick, stone, brushwood or combinations thereof (and only to a height of no greater than 1,800 millimetres) shall be constructed on or adjacent to the side street boundary within the area bounded by a line parallel to and distant 10 metres forward of the rear boundary, the street side alignment of the main building, the rear boundary and the side street boundary.
7. No fence constructed with aluminium sheeting or fibre cement or asbestos cement or fibreglass or any other material of a similar nature shall be erected on a boundary of the burdened lot adjoining a public reserve or a public pathway or a street frontage.
8. Where any timber boundary fence has been erected by Landcom at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of Landcom in writing being first obtained.

**DP1081420**

  
.....  
Council Authorised Person  


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

Lengths are in metres

(Sheet 7 of 11 Sheets)

Plan: 14/2005

Subdivision of Lot 3363 in DP 1079537  
and of Restriction on the Use of Land  
within Lot 3367 in DP 1079537 covered  
by Council Certificate No.

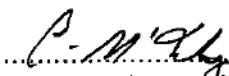

9. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of the Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to the Landcom or its successors and in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

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

**4. Terms of Restriction on the Use of Land fourthly referred to in the abovementioned plan.**

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

**DP1081420**

  
.....  
Council Authorised Person  


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

Lengths are in metres

(Sheet 8 of 11 Sheets)

Plan: 14/2005

Subdivision of Lot 3363 in DP 1079537  
and of Restriction on the Use of Land  
within Lot 3367 in DP 1079537 covered  
by Council Certificate No.

**5. Terms of Restriction on the Use of Land fifthly referred to in the  
abovementioned plan.**

For the purpose of protection against overland stormwater flows:

a) The Registered Proprietor for the time being of the land hereby burdened shall not alter the surface levels of the ground within that part of the land designated (A) on the abovementioned plan and shall not erect any form of fencing within the same designated area unless such fencing is of an open form so as not to disrupt or divert the overland flow of stormwater.

b) No building shall be erected or permitted to remain on the land hereby burdened which has a floor level of any habitable room less than 0.6 metres above the 1 percent AEP flood profile within the easement designated (A) on the abovementioned plan, unless otherwise approved in writing by the Camden Council.

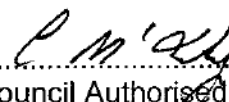

**6. Terms of Restriction on the Use of Land sixthly referred to in the  
abovementioned plan.**

(a) No trees or shrubs shall be planted or cultivated on the land hereby burdened, unless such trees and shrubs are Australian natives,

(b) No building shall be constructed on the land hereby burdened UNLESS the footings/foundations have been designed by a suitably qualified Civil/Structural Engineer.

(c) No building shall be constructed on the land hereby burdened UNLESS it is designed in accordance with the Building Envelope objectives, criteria and controls of Development Control Plan No. 58 , Amendment No.2, Residential Development prepared by Camden Council.

**DP1081420**

  
.....  
Council Authorised Person  


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

Lengths are in metres

(Sheet 9 of 11 Sheets)

Plan: 14/2005

Subdivision of Lot 3363 in DP 1079537  
and of Restriction on the Use of Land  
within Lot 3367 in DP 1079537 covered  
by Council Certificate No.

**7. Terms of Restriction on the Use of Land seventhly referred to in the  
abovementioned plan.**

For the purposes of salinity management, no dwelling shall be erected or  
permitted to remain on any lot burdened UNLESS;

(a) a layer of sand at least 50 millimetres in depth is placed under the  
foundations of any building having slab on ground foundations to prevent water  
seepage and disturbance of the damp proof course,

(b) damp proof courses are in the form of moisture proof membranes in  
accordance with AS 2870-1996 (part 5.3.3.1) and placed to extend up to ground  
level at slab and footing edges. On sloping sites, where a large number of bricks  
occur below the damp course an additional damp course should be placed  
above ground level. All buildings are to include a continuous waterproof  
membrane directly beneath concrete slabs and footings in concert with a full  
width damp course at a low level,

(c) brick and block types are exposure rated and selected for suitability for a  
saline environment,

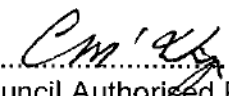

(d) cements are selected for their sulphate resisting properties and concrete  
slabs constructed to a minimum of 65mm cover for strip or slab reinforcement for  
a saline environment to restrict reinforcing steel from corrosion. Concrete slabs  
are to be cured for a minimum of seven (7) days,

(e) in areas of sloping ground the top of the soil profile is treated with gypsum to  
enhance resistance to dispersive erosion during construction,

(f) a 100 millimetre thickness of sand/silty sand or mulch is incorporated into  
landscaped areas to act as an evaporation break layer,

(g) drainage of the building perimeter including subsoil drainage is installed to  
prevent water pondage or water logging of the soil in the vicinity of the building.

**DP1081420**

  
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Council Authorized Person  


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

Lengths are in metres

(Sheet 10 of 11 Sheets)

Plan: 14/2008

Subdivision of Lot 3363 in DP 1079537  
and of Restriction on the Use of Land  
within Lot 3367 in DP 1079537 covered  
by Council Certificate No.

**8. Terms of Restriction on the Use of Land eighthly referred to in the  
abovementioned plan.**

- I. No building or other structure shall be erected within that part of the  
burdened lot designated (J) on the abovementioned plan, without the prior  
written consent of Camden Council.
- II. No trees or shrubs shall be planted within the area designated (J) on the  
abovementioned plan UNLESS the planting of the trees or shrubs is in  
accordance with Section 4.2.2 (b) of "Planning for Bushfire Protection,  
2001" ISBN 0 9585987 8 9 prepared by Planning & Environment  
Services, NSW Rural Fire Service.
- III. No part of the area designated (J) on the abovementioned plan shall be  
included in any riparian zone, reserve or corridor.

**Name of person or authority empowered to release vary or modify the Easements  
or Restrictions firstly, fourthly, fifthly, sixthly, seventhly and eighthly referred to  
in the abovementioned plan.**

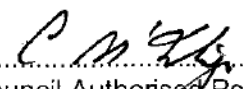

The Council of Camden. The cost and expense of any such release, variation or  
modification shall be borne by the person or corporation requesting same in all  
respects.

**Name of person or authority empowered to release vary or modify the Positive  
Covenant secondly referred to in the abovementioned plan.**

The Council of Camden together with Landcom. The cost and expense of any  
such release, variation or modification shall be borne by the person or  
corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Restriction  
thirdly referred to in the abovementioned plan.**

Landcom. The cost and expense of any such release, variation or modification  
shall be borne by the person or corporation requesting same in all respects.

  
.....  
Council Authorised Person  


**DP1081420**

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

Lengths are in metres

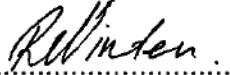
(Sheet 11 of 11 Sheets)

Plan:

Subdivision of Lot 3363 in DP 1079537  
and of Restriction on the Use of Land  
within Lot 3367 in DP 1079537 covered  
by Council Certificate No.

SIGNED by Russell McKinnon  
as delegate of Landcom who  
hereby declares that he has no notice  
of the revocation of the delegation  
in the presence of:

  
Landcom by its delegate.

  
Witness Robert Winters.



DP1081420

  
Council Authorised Person  
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**PLAN FORM 2**

SIGNATURES AND SEALS ONLY.

Signed by me Russell Clark McKinnor  
as delegate of Landcom. I hereby  
certify that I have no notice of  
the revocation of such delegation

In the presence of Robert Winters

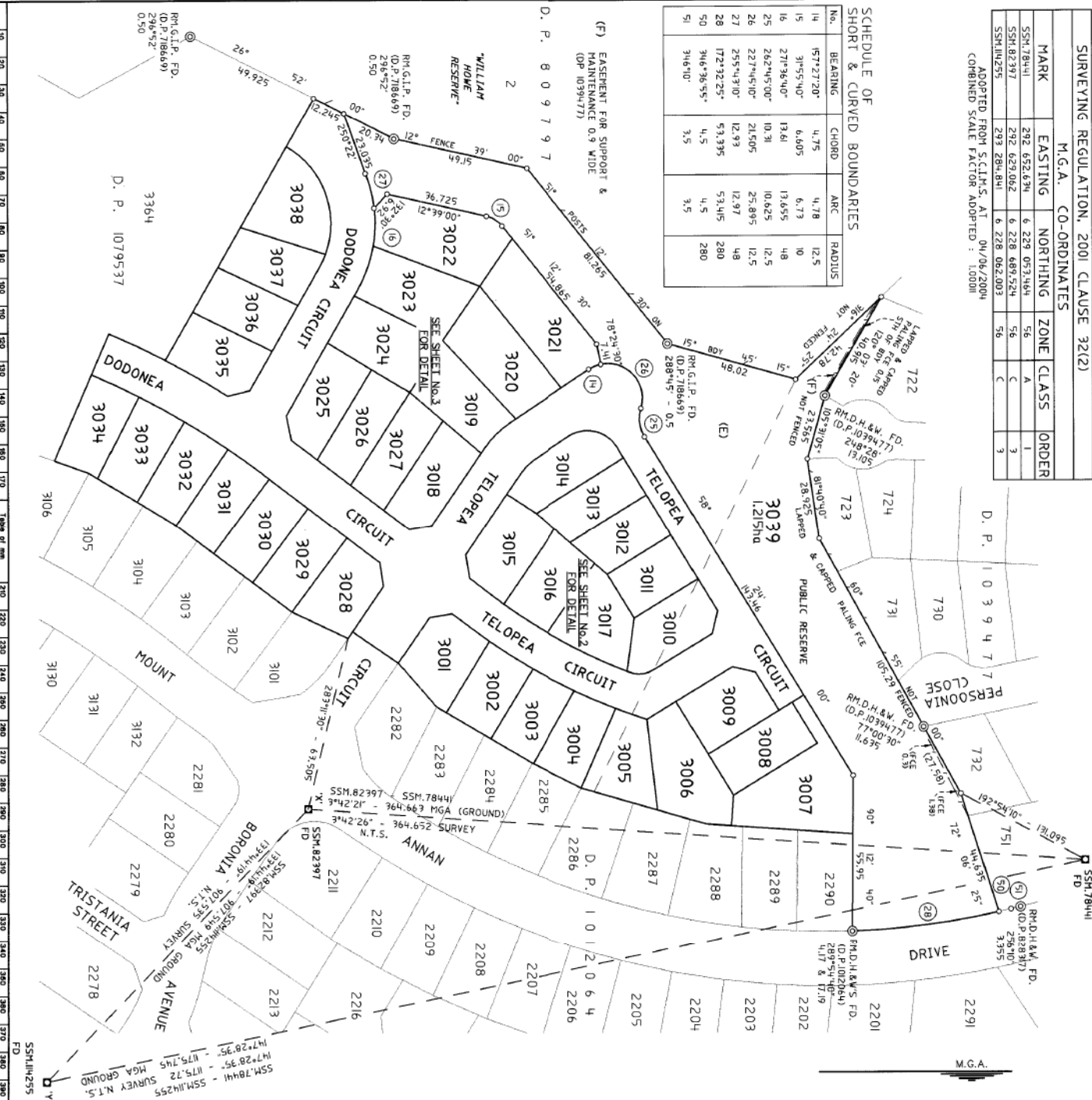
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SURVEYING REGULATION, 2001 (CLAUSE 32(2))					
M.G.A. CO-ORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM, 78u41	292 652.6794	6 229 053.3464	56	A	1
SSM, 87 377	292 629.0062	6 228 069.5262	56	C	3
SSM, 12u25	293 284.841	6 228 062.0023	56	C	3

ADOPTED FROM S.C.I.M.S. AT 04/06/2004  
COMBINED SCALE FACTOR ADOPTED : 1.0000

### SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
14	157°12'20"	4.75	4.78	12.5
15	37°55'40"	6.005	6.73	10
16	27°38'40"	13.61	13.655	48
25	2.62°45'00"	10.31	10.425	12.5
26	2.27°44'10"	21.505	25.895	12.5
27	2.55°43'10"	12.93	12.97	48
28	172°32'25"	53.395	53.405	280
50	316°26'55"	4.5	4.5	280
51	316°10"	3.5	3.5	



**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

OFFICE USE ONLY

DP1081412

System: TORRENTS

SUBDIVISION

U7322-2

12221

P. 1079537

ns are in metres. Reduction Ratio 1:1000

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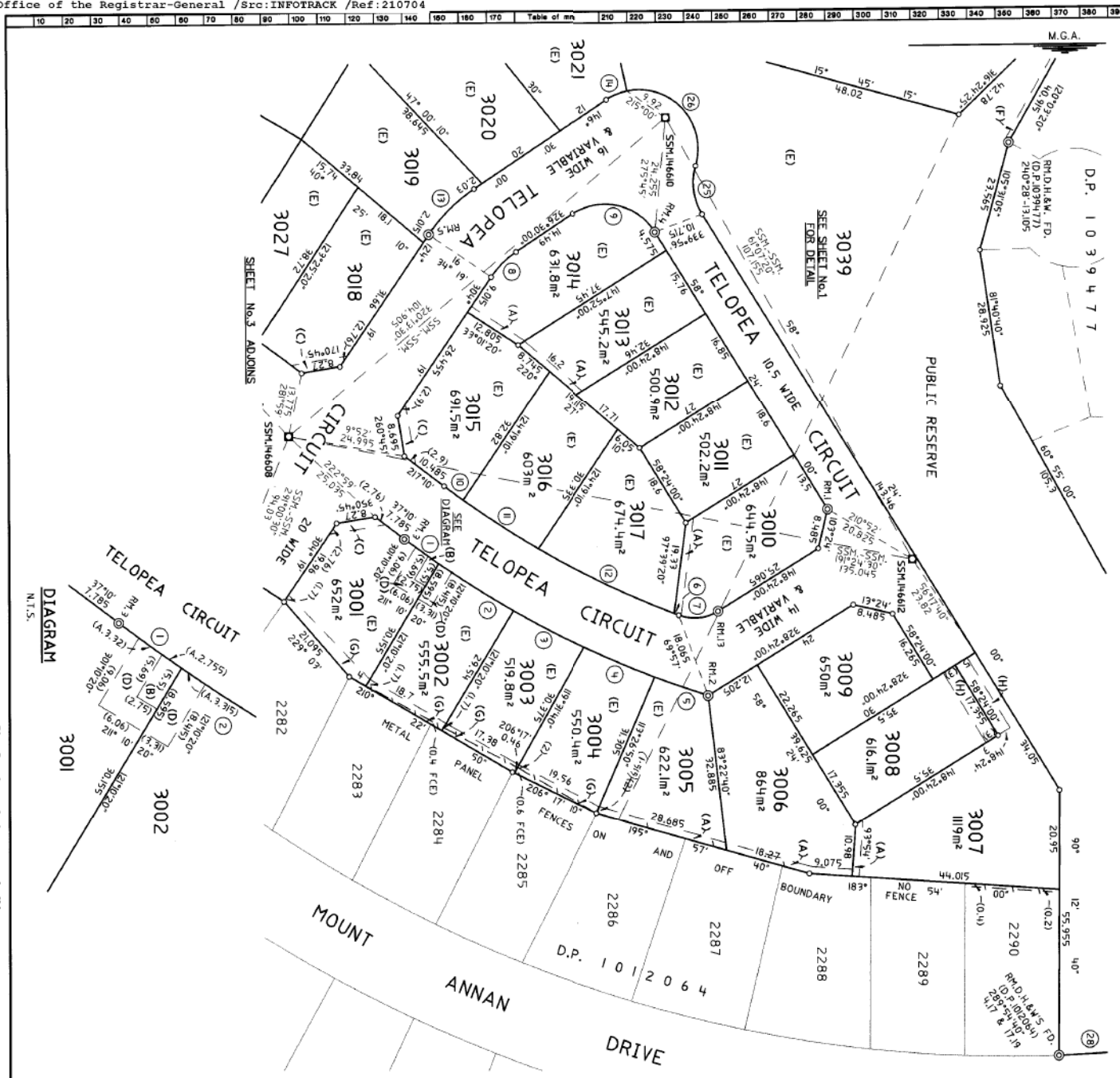
NOTIFICATION

## POSITIVE CO

CONTINUED

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SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	35°58'00"	8.97	8.97	213.5
2	32°15'10"	18.7	18.705	213.5
3	27°22'40"	17.005	17.005	213.5
4	22°59'20"	16.325	16.325	213.5
5	19°11'20"	12	12	213.5
6	200°57'10"	1.055	1.055	199.5
7	174°34'30"	8.38	8.68	9.5
8	385°24'30"	7.5	7.55	19.5
9	12°27'00"	17.97	20.05	12.5
10	216°26'50"	5.94	5.94	199.5
11	212°59'30"	19.01	19.02	199.5
12	205°39'20"	32.04	32.07	199.5
13	195°24'40"	13.66	13.745	95.5
14	157°21'20"	4.75	4.78	12.5
25	262°45'00"	10.31	10.625	12.5
26	227°45'10"	21.505	25.895	12.5
28	172°32'50"	53.335	53.445	280

SCHEDULE OF REFERENCE MARKS

RM	BEARING & DISTANCE	DESCRIPTION
RM.1	210°52' - 6.635	DHAWNS IN KB.
RM.2	317°16'30" - 12.965	DHAWNS IN KB.
RM.3	307°10' - 3.94 & 10.035	DHAWNS IN KB.
RM.4	95°45' - 5.44	DHAWNS IN KB.
RM.5	210°19' - 3.905 & 12.04	DHAWNS IN KB.
RM.13	238°24' - 3.825 & 9.995	DHAWNS IN KB.

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (C) POSITIVE COVENANT
- (D) RESTRICTION ON THE USE OF LAND (DP 1000787)
- (E) RESTRICTION ON THE USE OF LAND (DP 1000787)
- (F) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE (DP 1039477)
- (G) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (H) RIGHT OF CARRIAGEWAY 3 WIDE

DP1081412

Registered 31-5-2005

07 MARCH 2005

Registered under Survey Act 2002

This is sheet 2 of my plan in 3 sheets dated 07 MARCH 2005

This is sheet 2 of my plan in 3 sheets dated 07 MARCH 2005

For use where there is a restriction in any part of this plan

IT IS INTENDED TO DEDICATE THE EXTENSION OF DOODONA CIRCUIT AND THE EXTENSION OF TELOPEA CIRCUIT TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 3039 TO THE PUBLIC AS PUBLIC RESERVE.

Reduction Ratio 1:600



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

(Sheet 1 of 14 Sheets)

**DP1081412**

Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No. 15/2005

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

Landcom  
PO Box 237  
PARRAMATTA NSW 2150

**PART 1**

1. **Identity of Easement firstly  
referred to in the  
abovementioned plan:** Easement to Drain Water 1.5 wide.

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
3005	3006, 3007, 3008
3006	3007, 3008
3007	3008
3010	3011
3013	3012
3014	3012, 3013
3028	3029, 3030, 3031, 3032, 3033, 3034, 3364/1079537
3029	3030, 3031, 3032, 3033, 3034 3364/1079537
3030	3031, 3032, 3033, 3034, 3364/1079537
3031	3032, 3033, 3034, 3364/1079537
3032	3033, 3034, 3364/1079537
3033	3034, 3364/1079537
3034	3364/1079537

3201-3244/108/4/14

3201-3244/108/4/14

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Council Authorised Person

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

(Sheet 2 of 14 Sheets)

**DP1081412**

Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

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

Easement for Padmount Substation  
2.75 wide

**Schedule of lots etc affected**

**Lots burdened:**

3001

**Lots, name of road or authority  
benefited:**

Integral Energy Australia

- 3. Identity of Covenant thirdly  
referred to in the  
abovementioned plan:**

Positive Covenant

**Schedule of lots etc affected**

**Lots burdened:**

3001, 3015, 3018, 3025, 3028,  
3035.

**Lots, name of road or authority  
benefited:**

Camden Council

- 4. Identity of Restriction fourthly  
referred to in the  
abovementioned plan:**

Restriction on the use of land

**Schedule of lots etc affected**

**Lots burdened:**

3001, 3002

**Lots, name of road or authority  
benefited:**

Integral Energy Australia

  
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Council Authorised Person

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

(Sheet 3 of 14 Sheets)

**DP1081412**

Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

- 5. Identity of Restriction fifthly  
referred to in the  
abovementioned plan:**

Easement to Drain Water  
variable width.

**Schedule of lots etc affected**

**Lots burdened:**

3001

3002

3003

3004

**Lots, name of road or authority  
benefited:**

3002, 3003, 3004, 3005, 3006, 3007,  
3008.

3003, 3004, 3005, 3006, 3007, 3008

3004, 3005, 3006, 3007, 3008

3005, 3006, 3007, 3008

- 6. Identity of Restriction sixthly  
referred to in the  
abovementioned plan:**

Right of Carriageway 3 wide.

**Schedule of lots etc affected**

**Lots burdened:**

3007

3008

**Lots, name of road or authority  
benefited:**

3008

3007

- 7. Identity of Restriction  
seventhly referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

Each and every lot except lot  
3039.

**Lots, name of road or authority  
benefited:**

Camden Council

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

(Sheet 4 of 14 Sheets)

**DP1081412**

Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

- 8. Identity of Restriction eighthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot except lot  
3039.

Camden Council

- 9. Identity of Restriction ninthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot except lot  
3039.

Each and every other lot except lot  
3039.

- 10. Identity of Restriction tenthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3018 to 3029 inclusive and 3032  
to 3038 inclusive.

Camden Council

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Council Authorised Person

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

Length of instrument

(Sheet 5 of 14 Sheets)

**DP1081412**

Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

- 11. Identity of Restriction  
eleventhly referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

3001, 3002, 3003, 3004, 3005,  
3006, 3007, 3010, 3013, 3014,  
3028, 3029, 3030, 3031, 3032,  
3033, 3034

**Lots, name of road or authority  
benefited:**

Camden Council

- 12. Identity of Restriction twelfthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

3007 and 3008.

**Lots, name of road or authority  
benefited:**

Camden Council

- 13. Identity of Restriction  
thirteenthly referred to in the  
abovementioned plan:**

Positive Covenant

**Schedule of lots etc affected**

**Lots burdened:**

3007 and 3008.

**Lots, name of road or authority  
benefited:**

Camden Council

  
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Council Authorised Person

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

Lengths are in metres

(Sheet 6 of 14 Sheets)

Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

**DP1081412**

**PART 2**

**2. Terms of the Easement secondly referred to in the abovementioned plan.**

An Easement for Padmount Substation as set out in Memorandum 9262886 filed at Land and Property Information New South Wales.

**3. Terms of the Positive Covenant thirdly referred to in the abovementioned plan.**

For the purpose of street sign maintenance:

- (a) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the street name sign erected within that part of the land designated (C) is not removed or altered in any way,
- (b) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the aforesaid street name sign is maintained in good order at all times to the satisfaction of Camden Council and Landcom.

**4. Terms of Restriction on the Use of Land fourthly referred to in the abovementioned plan:**

- 1. The owner will not erect or permit to be erected within the restriction site any building with less than a 120/120/120 fire rating without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.
- 2. The owner will not erect or permit to be erected any swimming pool within the restriction site.
- 3. "120/120/120 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

  
.....  
Council Authorised Person





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

Lengths are in metres

(Sheet 7 of 14 Sheets)

**DP1081412**

Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

"authority benefited" means Integral Energy Australia (and its successors).

"erect" includes construct, install, build and maintain.

"owner" means the registered proprietor from time to time of the lot  
burdened (including those claiming under or through the registered  
proprietor).

"restriction site" means that part of the lot burdened subject to the  
restriction on the use of land.

**7. Terms of Restriction on the Use of Land seventhly referred to in the  
abovementioned plan.**

(a) No trees or shrubs shall be planted or cultivated on the land hereby  
burdened, unless such trees and shrubs are Australian natives,

(b) No building shall be constructed on the land hereby burdened UNLESS the  
footings/foundations have been designed by a suitably qualified Civil/Structural  
Engineer.

(c) No building shall be constructed on the land hereby burdened UNLESS it is  
designed in accordance with the Building Envelope objectives, criteria and  
controls of Development Control Plan No. 58 , Amendment No.2, Residential  
Development prepared by Camden Council.

  
.....  
Council Authorised Person

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

Length of instrument

(Sheet 8 of 14 Sheets)

**DP1081412**

Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

**8. Terms of Restriction on the Use of Land eighthly referred to in the  
abovementioned plan.**

For the purposes of salinity management, no dwelling shall be erected or  
permitted to remain on any lot burdened UNLESS;

(a) a layer of sand at least 50 millimetres in depth is placed under the  
foundations of any building having slab on ground foundations to prevent water  
seepage and disturbance of the damp proof course,

(b) damp proof courses are in the form of moisture proof membranes in  
accordance with AS 2870-1996 (part 5.3.3.1) and placed to extend up to ground  
level at slab and footing edges. On sloping sites, where a large number of bricks  
occur below the damp course an additional damp course should be placed  
above ground level. All buildings are to include a continuous waterproof  
membrane directly beneath concrete slabs and footings in concert with a full  
width damp course at a low level,

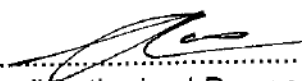

(c) brick and block types are exposure rated and selected for suitability for a  
saline environment,

(d) cements are selected for their sulphate resisting properties and concrete  
slabs constructed to a minimum of 65mm cover for strip or slab reinforcement for  
a saline environment to restrict reinforcing steel from corrosion. Concrete slabs  
are to be cured for a minimum of seven (7) days,

(e) in areas of sloping ground the top of the soil profile is treated with gypsum to  
enhance resistance to dispersive erosion during construction,

(f) a 100 millimetre thickness of sand/silty sand or mulch is incorporated into  
landscaped areas to act as an evaporation break layer,

(g) drainage of the building perimeter including subsoil drainage is installed to  
prevent water pondage or water logging of the soil in the vicinity of the building.

  
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Council Authorised Person  


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

(Sheet 9 of 14 Sheets)

**DP1081412**

Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

**9. Terms of Restriction on the Use of Land ninthly referred to in the  
abovementioned plan.**

1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials and the proportion of the combined areas of timber and/or glass and/or fibre cement panelling or boarding shall not in the case of a single storey building exceed 25% of the total area of the external walls and in the case of a building having more than one storey, 40% thereof: PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.  
  
b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):  
  
of less than 140 square metres where that land area is 650 square metres or greater,  
  
of less than 120 square metres where the land area is 550 square metres or more but less than 650 square metres,  
  
of less than 110 square metres where the land area is less than 550 square metres.
2. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than terra-cotta roof tiles, or concrete roof tiles, or timber shingles, or slate, or corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, unless otherwise approved by Landcom in its absolute discretion.

  
.....  
Council Authorised Person  


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

(Sheet 10 of 14 Sheets)

**DP1081412**



Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. No main building shall be erected on each burdened lot unless it has an attached garage and such garage shall have a minimum floor area of 16 square metres.
5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber infill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) shall be constructed on the burdened lot:

where the lot is not a corner lot, on or adjacent to the street frontage, or on a side boundary forward of the main building, except for side boundaries co-incident with the rear boundary of corner lots, where the relevant requirements of 6 hereunder shall apply, or

where the lot is a corner lot, on a front or side boundary forward of the front alignment of the main building or on or adjacent to the side street frontage forward of a line parallel to and distant 10 metres forward of the rear boundary.

6. Where the burdened lot is a corner lot, no fence comprised of materials other than lapped and capped paling, brick, stone, brushwood or combinations thereof (and only to a height of no greater than 1,800 millimetres) shall be constructed adjacent to the side street boundary within the area bounded by a line parallel to and distant 10 metres forward of the rear boundary, the street side alignment of the main building, the rear boundary and a line parallel to and distant 3 metres inside the side street boundary. All such fencing shall be erected in strict compliance with Camden Council's Development Control Plan No. 58.
7. No fence constructed with aluminium sheeting or fibre cement or asbestos cement or fibreglass or any other material of a similar nature shall be erected on a boundary of the burdened lot adjoining a public reserve or a public pathway or a street frontage.

  
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Council Authorised Person  


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

(Sheet 11 of 14 Sheets)

**DP1081412**



Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

8. Where any timber boundary fence has been erected by Landcom at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of Landcom in writing being first obtained.
9. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of the Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to the Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
10. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

**10. Terms of Restriction on the Use of Land tenthly referred to in the  
abovementioned plan.**

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

  
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Council Authorised Person  


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

(Sheet 12 of 14 Sheets)

**DP1081412**

Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

**11. Terms of Restriction on the Use of Land eleventhly referred to in the  
abovementioned plan.**

For the purpose of protection against overland stormwater flows:

a) The Registered Proprietor for the time being of the land hereby burdened shall not alter the surface levels of the ground within that part of the land designated (A) or (G) on the abovementioned plan and shall not erect any form of fencing within the same designated area unless such fencing is of an open form so as not to disrupt or divert the overland flow of stormwater.



b) On the land hereby burdened, no building shall be erected or be permitted to remain on the land where that building has a floor level of any habitable room that is less than 0.6 metres above the finished ground level existing at the date of registration of abovementioned plan that is located on the boundary of the easement designated (A) or (G) on the abovementioned plan that is adjacent to the building and taken from a point on that boundary that is perpendicular to the line of the easement to the adjacent building, unless otherwise approved in writing by the Camden Council.

**12. Terms of Restriction on the Use of Land twelfthly referred to in the  
abovementioned plan.**

a) No fencing other than lapped and capped paling with masonry piers all greater than 0.9 metres high shall be erected along the common boundary of lots 3007 and 3039 in the abovementioned plan, unless otherwise approved in writing by Camden Council.

b) No fencing shall be erected or permitted to remain upon any boundary of the Right of Carriageway 3 wide affecting the burdened lots as sixthly referred to in the abovementioned plan.

c) No fencing shall be erected or permitted to remain on any common boundary of lots 3007 and 3008 in the abovementioned plan less than 10.5 metres from the South Eastern boundaries of lot 3039 in the abovementioned plan.

  
.....  
Council Authorised Person  


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

Lengths are in metres

(Sheet 13 of 14 Sheets)

**DP1081412**

Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

**13. Terms of the Positive Covenant thirteenthly referred to in the  
abovementioned plan.**

The Registered Proprietor for the time being of the land hereby burdened shall ensure that all garbage bins and or recycling bins put out for collection are placed on the "bin pad" provided for that purpose adjacent to the "T" intersection within Telopea Circuit adjoining the South Eastern boundary lot 3039 in the abovementioned plan, unless otherwise approved in writing by Camden Council.

**Name of person or authority empowered to release vary or modify the Easements,  
Positive Covenants or Restrictions firstly, fifthly, sixthly, seventhly, eighthly,  
tenthly, eleventhly, twelfthly and thirteenthly referred to in the abovementioned  
plan.**

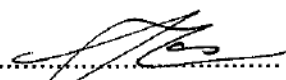

The Council of Camden. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Easements  
or Restrictions secondly and fourthly referred to in the abovementioned plan.**

Integral Energy Australia. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Positive  
Covenant thirdly referred to in the abovementioned plan.**

The Council of Camden together with Landcom. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

  
.....  
Council Authorised Person  


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

(Sheet 14 of 14 Sheets)

**DP1081412**

Subdivision of Lot 3365 in DP 1079537  
covered by Council Certificate No.

**Name of person or authority empowered to release vary or modify the Restriction  
ninthly referred to in the abovementioned plan.**

Landcom. The cost and expense of any such release, variation or modification  
shall be borne by the person or corporation requesting same in all respects.

SIGNED by Russell McKinnon  
as delegate of Landcom who  
hereby declares that he has no notice  
of the revocation of the delegation  
in the presence of:

[Signature]  
Landcom by its delegate.

[Signature]  
Witness Robert Winton.

[Signature]  
SIGNED by Integral Energy Australia by its  
Attorney pursuant to Power of Attorney  
Book ~~4421~~ No. ~~550~~ who declares that he has  
no notice of revocation of same in the  
presence of:

\* Book 4446 No 816

[Signature]  
Signature of witness

Stephen Jane  
Name of witness

CI-Integral Energy  
51 HUNTINGWOOD DRIVE  
HUNTINGWOOD 2148

[Signature]  
~~John Wallace~~ GEOFFREY RIETHMULLER  
Attorney NETWORK PROPERTY MANAGER  
General Manager Engineering  
Performance  
URS 6245

Date: 13 May 2005  
~~Craig James~~  
~~Countersignee~~  
~~Company Secretary~~

[Signature]  
Council Authorised Person

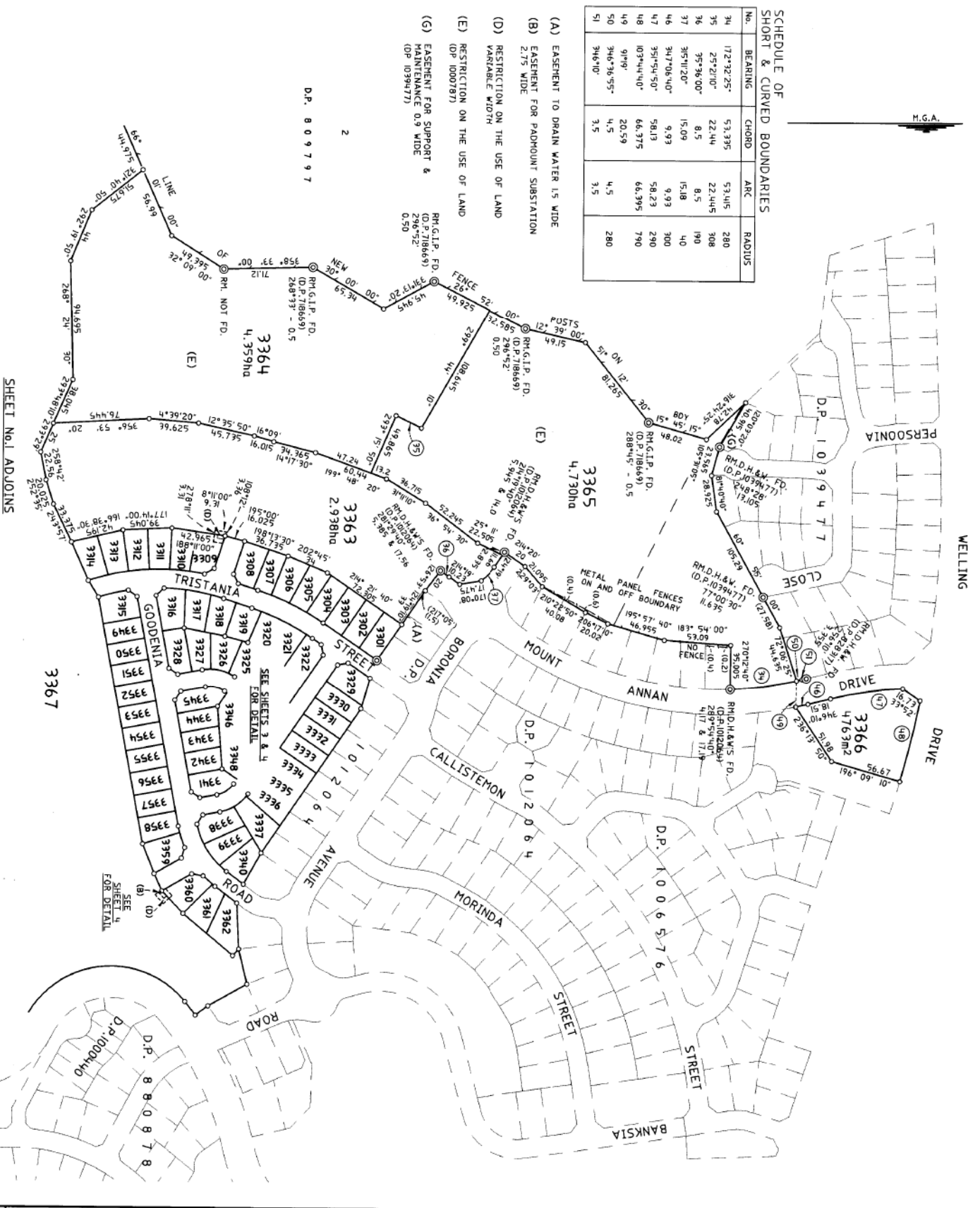
REGISTERED  31-5-2005





SCHEDULE OF  
SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
34	172°32'25"	53.395	53.415	280
35	25°22'10"	22.44	22.445	308
36	35°36'00"	8.5	190	40
37	35°11'20"	15.09	15.18	300
46	34°10'40"	9.93	9.93	280
47	35°15'50"	58.13	58.23	290
48	103°44'40"	66.375	66.395	790
49	91°19'	20.59	20.59	280
50	346°36'55"	4.5	4.5	280
51	346°10'	3.5	3.5	280



DP1079537

Registered 5.4.2005

This is sheet 2 of the plan of 4 sheets

14/10/2004

Surveyor registered under Surveying Act 2002  
This is sheet 2 of the plan of 4 sheets  
prepared by the Certificate No. 7  
2005

Authorised Professional Engineer/Architect/Quantity Surveyor

For use where stated in conditions in any plan in this Form 2

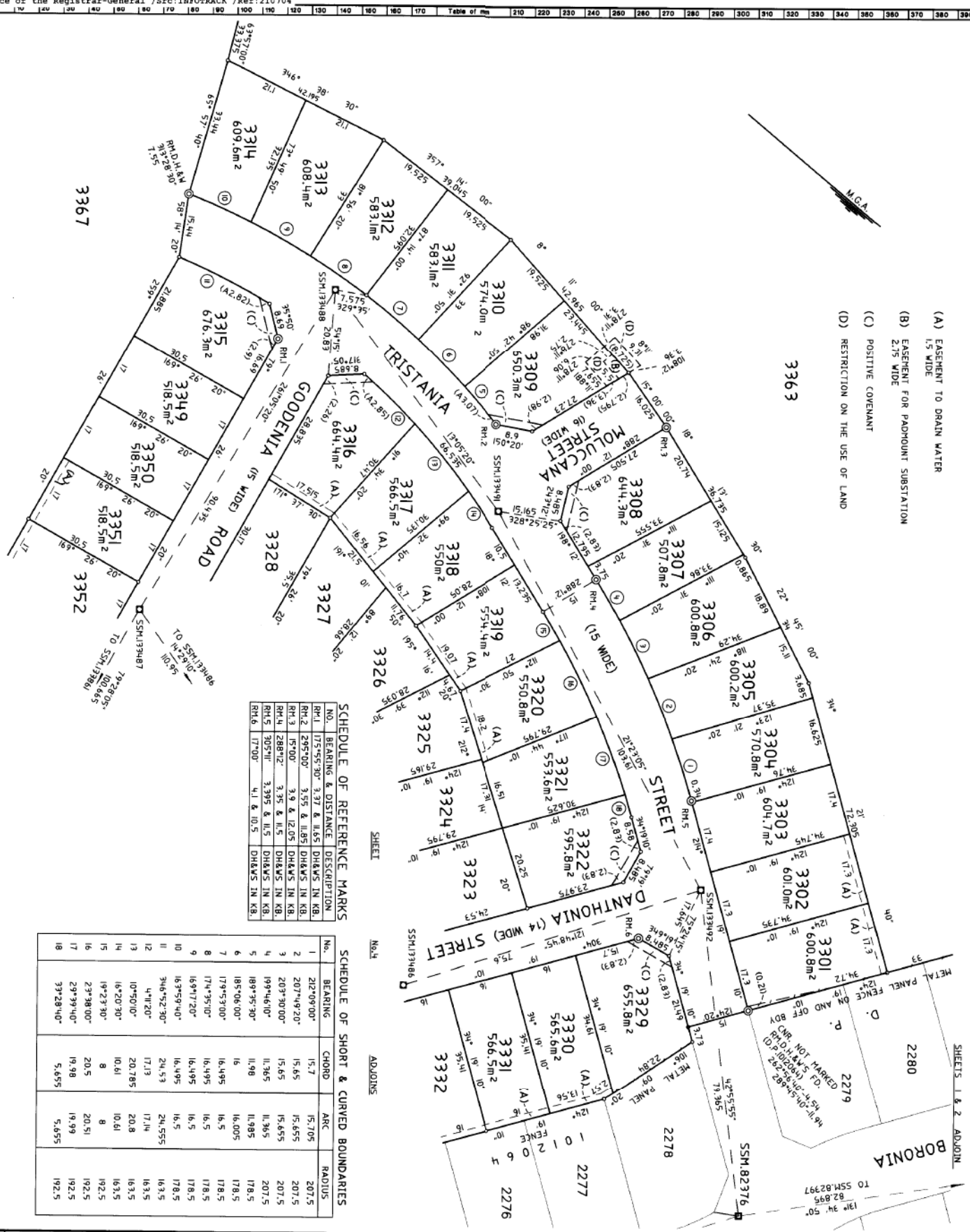
Reduction Ratio 1:2000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: P50309-P33-DP-CHEK151

- (A) EASEMENT TO DRAIN WATER  
1.5 WIDE
- (B) EASEMENT FOR PADMOUNT SUBSTATION  
2.75 WIDE
- (C) POSITIVE COVENANT
- (D) RESTRICTION ON THE USE OF LAND

3363



SCHEDULE OF REFERENCE MARKS

NO.	BEARING & DISTANCE	DESCRIPTION
1	175°55'30"	3.95 & 11.85 D.H.W.S. IN KB.
2	295°00'	3.95 & 11.85 D.H.W.S. IN KB.
3	15°00'	3.95 & 12.05 D.H.W.S. IN KB.
4	288°12'	3.95 & 11.5 D.H.W.S. IN KB.
5	305°41'	3.95 & 11.5 D.H.W.S. IN KB.
6	17°00'	4.1 & 10.5 D.H.W.S. IN KB.

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
1	212°09'00"	15.7	15.705	207.5
2	207°49'20"	15.65	15.655	207.5
3	203°30'00"	15.65	15.655	207.5
4	199°46'10"	11.365	11.365	207.5
5	189°35'30"	11.98	11.985	178.5
6	185°06'00"	16	16.005	178.5
7	179°53'00"	16.495	16.495	178.5
8	174°35'10"	16.495	16.5	178.5
9	169°17'20"	16.495	16.5	178.5
10	163°59'40"	16.495	16.5	178.5
11	158°42'30"	24.53	24.555	163.5
12	141°12'00"	17.13	17.14	163.5
13	130°50'10"	20.785	20.8	163.5
14	120°30'30"	10.61	10.61	163.5
15	109°23'30"	8	8	192.5
16	23°38'00"	20.5	20.51	192.5
17	29°39'40"	19.98	19.99	192.5
18	33°28'40"	5.655	5.655	192.5

DP1079537

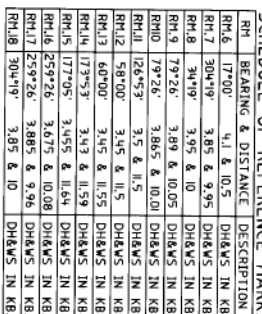
Registered 5.4.2007

14/10/2004

WESLEY

Authorised Person: [Signature] Date: 14/10/2004

Reduction Ratio 1:600



‡ THE BEARING OF THE NORTH EASTERN BOUNDARY OF LOT 3362 ADDED WIDE 2009/677 214.05

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 1 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

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

Landcom  
PO Box 237  
PARRAMATTA NSW 2150

**PART 1**

1. **Identity of Easement firstly  
referred to in the  
abovementioned plan:** Easement to Drain Water 1.5 wide.

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
3301	3302, 3303
3302	3303
3316	3317, 3318, 3319, 3320, 3321
3317	3318, 3319, 3320, 3321
3318	3319, 3320, 3321
3319	3320, 3321
3320	3321
3340	3337, 3336, 3335, 3334, 3333, 3332, 3331, 3330, 3329
3337	3336, 3335, 3334, 3333, 3332, 3331, 3330, 3329
3336	3335, 3334, 3333, 3332, 3331, 3330, 3329
3335	3334, 3333, 3332, 3331, 3330, 3329
3334	3333, 3332, 3331, 3330, 3329
3333	3332, 3331, 3330, 3329
3332	3331, 3330, 3329
3331	3330, 3329
3330	3329
3343	3346, 3347
3346	3347

  
.....  
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 2 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

3359	3358, 3357, 3356, 3355, 3354, 3353, 3352, 3351, 3350
3358	3357, 3356, 3355, 3354, 3353, 3352, 3351, 3350
3357	3356, 3355, 3354, 3353, 3352, 3351, 3350
3356	3355, 3354, 3353, 3352, 3351, 3350
3355	3354, 3353, 3352, 3351, 3350
3354	3353, 3352, 3351, 3350
3353	3352, 3351, 3350
3352	3351, 3350
3351	3350
3362	3361, 3360
3361	3360
3363	3301, 3302, 3303
3367	3360, 3361, 3362

2. **Identity of Easement secondly  
referred to in the  
abovementioned plan:** Easement for Padmount Substation  
2.75 wide

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
3309 & 3367	Integral Energy Australia

  
.....  
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 3 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

- 3. Identity of Covenant thirdly  
referred to in the  
abovementioned plan:**

Positive Covenant

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3308, 3309, 3315, 3316, 3322,  
3323, 3328, 3329, 3338, 3341,  
3345, 3347, 3359, 3360,

Camden Council

- 4. Identity of Restriction fourthly  
referred to in the  
abovementioned plan:**

Restriction on the use of land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot except lots  
3363, 3364, 3365, 3366 and  
3367.

Each and every other lot except lots  
3363, 3364, 3365, 3366 and 3367.

  
.....  
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 4 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

5. **Identity of Restriction fifthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3309, 3310, 3311, 3316, 3317,  
3327, 3328, 3341, 3342, 3344,  
3345, 3347, 3348, 3349, 3350,  
3351, 3359

Camden Council

6. **Identity of Restriction sixthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3301, 3302,  
3316 to 3320 inclusive,  
3325 to 3328 inclusive,  
3330 to 3337 inclusive,  
3340, 3343, 3346, 3348,  
3351 to 3359 inclusive,  
3361, 3362, 3363, 3367.

Camden Council

  
Council Authorised Person





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

(Sheet 5 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

- 7. Identity of Restriction  
seventhly referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

Each and every lot except lots  
3363, 3364, 3365, 3366 and  
3367.

**Lots, name of road or authority  
benefited:**

Camden Council

- 8. Identity of Restriction eighthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

Each and every lot except lots  
3363, 3364, 3365, 3366 and  
3367.

**Lots, name of road or authority  
benefited:**

Camden Council

  
.....  
Council Authorised Person



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

(Sheet 6 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

9. **Identity of Restriction ninthly referred to in the abovementioned plan:** Restriction on the Use of Land

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
3309, 3360, 3363, 3367	Integral Energy Australia

**PART 2**

2. **Terms of the Easement secondly referred to in the abovementioned plan.**

An Easement for Padmount Substation as set out in Memorandum 9262886 filed at Land and Property Information New South Wales.

3. **Terms of the Positive Covenant thirdly referred to in the abovementioned plan.**

For the purpose of street sign maintenance:

- (a) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the street name sign erected within that part of the land designated (C) is not removed or altered in any way,
- (b) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the aforesaid street name sign is maintained in good order at all times to the satisfaction of Camden Council and Landcom.

  
.....  
Council Authorised Person



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(Sheet 7 of 13 Sheets)

**DP1079537**

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**4. Terms of Restriction on the Use of Land fourthly referred to in the  
abovementioned plan:**

1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials and the proportion of the combined areas of timber and/or glass and/or fibre cement panelling or boarding shall not in the case of a single storey building exceed 25% of the total area of the external walls and in the case of a building having more than one storey, 40% thereof: PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.

b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):

of less than 140 square metres where that land area is 650 square metres or greater,

of less than 120 square metres where the land area is 550 square metres or more but less than 650 square metres,

of less than 110 square metres where the land area is less than 550 square metres.

2. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than terra-cotta roof tiles, or concrete roof tiles, or timber shingles, or slate, or corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, unless otherwise approved by Landcom in its absolute discretion.

  
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3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. No main building shall be erected on each burdened lot unless it has an attached garage and such garage shall have a minimum floor area of 16 square metres.
5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber infill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) shall be constructed on the burdened lot:

where the lot is not a corner lot, on or adjacent to the street frontage, or on a side boundary forward of the main building, except for side boundaries co-incident with the rear boundary of corner lots, where the relevant requirements of 6 hereunder shall apply, or

where the lot is a corner lot, on a front or side boundary forward of the front alignment of the main building or on or adjacent to the side street frontage forward of a line parallel to and distant 10 metres forward of the rear boundary.

6. Where the burdened lot is a corner lot, no fence comprised of materials other than lapped and capped paling, brick, stone, brushwood or combinations thereof (and only to a height of no greater than 1,800 millimetres) shall be constructed adjacent to the side street boundary within the area bounded by a line parallel to and distant 10 metres forward of the rear boundary, the street side alignment of the main building, the rear boundary and a line parallel to and distant 3 metres inside the side street boundary. All such fencing shall be erected in strict compliance with Camden Council's Development Control Plan No. 58.
7. No fence constructed with aluminium sheeting or fibre cement or asbestos cement or fibreglass or any other material of a similar nature shall be erected on a boundary of the burdened lot adjoining a public reserve or a public pathway or a street frontage.

  
Council Authorised Person



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(Sheet 9 of 13 Sheets)

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8. Where any timber boundary fence has been erected by Landcom at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of Landcom in writing being first obtained.
9. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of the Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to the Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
10. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

**5. Terms of Restriction on the Use of Land fifthly referred to in the abovementioned plan.**

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

  
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Council Authorised Person



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Subdivision of Lot 752 in DP 1039477  
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**6. Terms of Restriction on the Use of Land sixthly referred to in the abovementioned plan.**

For the purpose of protection against overland stormwater flows:

a) The Registered Proprietor for the time being of the land hereby burdened shall not alter the surface levels of the ground within that part of the land designated (A) on the abovementioned plan and shall not erect any form of fencing within the same designated area unless such fencing is of an open form so as not to disrupt or divert the overland flow of stormwater.

b) On the land hereby burdened, no building shall be erected or be permitted to remain on the land where that building has a floor level of any habitable room that is less than 0.6 metres above the finished ground level existing at the date of registration of abovementioned plan that is located on the boundary of the easement designated "A" on the abovementioned plan that is adjacent to the building and taken from a point on that boundary that is perpendicular to the line of the easement to the adjacent building, unless otherwise approved in writing by the Camden Council.

**7. Terms of Restriction on the Use of Land seventhly referred to in the abovementioned plan.**

(a) No trees or shrubs shall be planted or cultivated on the land hereby burdened, unless such trees and shrubs are Australian natives,

(b) No building shall be constructed on the land hereby burdened UNLESS the footings/foundations have been designed by a suitably qualified Civil/Structural Engineer.

(c) No building shall be constructed on the land hereby burdened UNLESS it is designed in accordance with the Building Envelope objectives, criteria and controls of Development Control Plan No. 58 , Amendment No.2, Residential Development prepared by Camden Council.

**8. Terms of Restriction on the Use of Land eighthly referred to in the abovementioned plan.**

For the purposes of salinity management, no dwelling shall be erected or permitted to remain on any lot burdened UNLESS;

(a) a layer of sand at least 50 millimetres in depth is placed under the foundations of any building having slab on ground foundations to prevent water seepage and disturbance of the damp proof course,

  
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Council Authorised Person



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(b) damp proof courses are in the form of moisture proof membranes in accordance with AS 2870-1996 (part 5.3.3.1) and placed to extend up to ground level at slab and footing edges. On sloping sites, where a large number of bricks occur below the damp course an additional damp course should be placed above ground level. All buildings are to include a continuous waterproof membrane directly beneath concrete slabs and footings in concert with a full width damp course at a low level,

(c) brick and block types are exposure rated and selected for suitability for a saline environment,

(d) cements are selected for their sulphate resisting properties and concrete slabs constructed to a minimum of 65mm cover for strip or slab reinforcement for a saline environment to restrict reinforcing steel from corrosion. Concrete slabs are to be cured for a minimum of seven (7) days,

(e) in areas of sloping ground the top of the soil profile is treated with gypsum to enhance resistance to dispersive erosion during construction,

(f) a 100 millimetre thickness of sand/silty sand or mulch is incorporated into landscaped areas to act as an evaporation break layer,

(g) drainage of the building perimeter including subsoil drainage is installed to prevent water pondage or water logging of the soil in the vicinity of the building.

**9. Terms of Restriction on the Use of Land ninthly referred to in the abovementioned plan.**

1. The owner will not erect or permit to be erected within the restriction site any building with less than a 120/120/120 fire rating without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.
2. The owner will not erect or permit to be erected any swimming pool within the restriction site.
3. "120/120/120 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

"authority benefited" means Integral Energy Australia (and its successors).

"erect" includes construct, install, build and maintain.

  
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"owner" means the registered proprietor from time to time of the lot  
burdened (including those claiming under or through the registered  
proprietor).

"restriction site" means that part of the lot burdened subject to the  
restriction on the use of land.

**Name of person or authority empowered to release vary or modify the Easements  
or Restrictions firstly, fifthly, sixthly, seventhly and eighthly referred to in the  
abovementioned plan.**

The Council of Camden. The cost and expense of any such release, variation or  
modification shall be borne by the person or corporation requesting same in all  
respects.

**Name of person or authority empowered to release vary or modify the Easements  
or Restrictions secondly and ninthly referred to in the abovementioned plan.**

Integral Energy Australia. The cost and expense of any such release, variation or  
modification shall be borne by the person or corporation requesting same in all  
respects.

**Name of person or authority empowered to release vary or modify the Positive  
Covenant thirdly referred to in the abovementioned plan.**

The Council of Camden together with Landcom. The cost and expense of any  
such release, variation or modification shall be borne by the person or  
corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Restriction  
fourthly referred to in the abovementioned plan.**

Landcom. The cost and expense of any such release, variation or modification  
shall be borne by the person or corporation requesting same in all respects.

  
Council Authorised Person





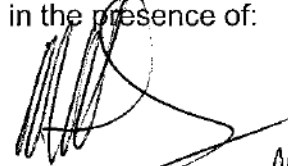
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
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SIGNED by Russell McKinnon  
as delegate of Landcom who  
hereby declares that he has no notice  
of the revocation of the delegation  
in the presence of:



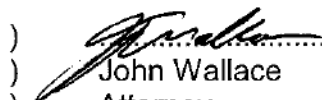
MATTHEW CAUSLEY

Witness



Landcom by its delegate.

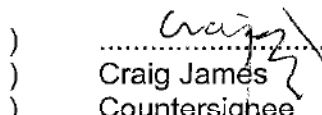
SIGNED by Integral Energy Australia by its  
Attorney pursuant to Power of Attorney  
Book 4421 No.550 who declares that he has  
no notice of revocation of same in the  
presence of:



John Wallace  
Attorney  
General Manager Engineering  
Performance



Signature of witness



Craig James  
Countersighee  
Company Secretary 15/11/04

SONIA CABRERA

Name of witness



Council Authorised Person

REGISTERED  5.4.2005

**PLANNING CERTIFICATE UNDER  
SECTION 10.7  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

**APPLICANT:** JCS Conveyancing  
PO Box 44  
Macarthur Square 2560

Certificate number: 20234065  
Reference number: 1304643  
Certificate issue date: 16/06/2025  
Certificate fee: \$69.00  
Applicant's reference: 25121  
Property number: 1151252  
Applicant's email: jane@jcsconveyancing.com.au

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 3244 DP: 1081414  
Address: **56 Dodonea Circuit MOUNT ANNAN NSW 2567**

**BACKGROUND INFORMATION**

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act 1979 (the Act).



## **1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

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

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

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

*proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

### **STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

**Note:** The above SEPPs may apply subject to the relevant criteria and requirements as listed in each chapter of the policies.

### **LOCAL ENVIRONMENTAL PLANS (LEPs)**

Camden Local Environmental Plan 2010.



## **DEVELOPMENT CONTROL PLANS (DCPs)**

Camden Development Control Plan 2019, as amended

## **PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

SEPP (Housing) 2021 - Proposed amendments - manufactured home estates, caravan parks and camping grounds

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – temporary uses in future infrastructure corridors; improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendments – outdoor dining on private land and at registered clubs; complying development for farm buildings, rural sheds and earthworks; Cultural SEPP (proposed changes to support events and activities)

SEPP (Biodiversity and Conservation) 2021 – Proposed amendments - changes to deter illegal tree and vegetation clearing

## **PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)**

No.

## **DRAFT DEVELOPMENT CONTROL PLANS (DCPs)**

No.

**Note:** The above draft SEPPs, draft LEPs or draft DCPs may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

## **2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS**

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

(a) ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

(b) In this zone, development for the following purposes is –

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

Bed and breakfast accommodation; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Medical centres; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item (i) or (iii)

(iii) Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Mortuaries; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies

(c) Whether additional permitted uses apply to the land,

No.

(d) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

No.

(e) Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,

No.

(f) Whether the land is in a conservation area, however described,

No.

(g) Whether an item of environmental heritage however described, is located on the land

No.

### 3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023



(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 –

(a) the name of the region

Greater Sydney Region

(b) the name of the Ministerial planning order in which the region is identified

Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area

No.

(4) In this section—

*continued 7.23 determination* means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

**Note:** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

## 4 COMPLYING DEVELOPMENT

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

## HOUSING CODE

Complying development MAY be carried out on the land



## **RURAL HOUSING CODE**

Complying development MAY be carried out on the land.

## **LOW RISE HOUSING DIVERSITY CODE**

Complying development MAY be carried out on the land.

**Note:** Under clause 1.19(3B) of the SEPP (Exempt and Complying Development Codes) 2008, development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is—

- (a) for the purposes of dual occupancies, and
- (b) carried out on land in Zone R2 Low Density Residential, and
- (c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

## **AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

Complying development MAY be carried out on the land

## **GREENFIELD HOUSING CODE**

Complying development MAY be carried out on the land.

**Note:** The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the SEPP (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

## **INLAND CODE**

The Inland Code does not apply to the Camden Local Government Area.

## **HOUSING ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **GENERAL DEVELOPMENT CODE**

Complying development MAY be carried out on the land.

## **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE**



Complying development MAY be carried out on the land.

## **CONTAINER RECYCLING FACILITIES CODE**

Complying development MAY be carried out on the land.

## **SUBDIVISIONS CODE**

Complying development MAY be carried out on the land.

## **DEMOLITION CODE**

Complying development MAY be carried out on the land.

## **FIRE SAFETY CODE**

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

## **5 EXEMPT DEVELOPMENT**

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

## **GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

## **ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**





Exempt development MAY be carried out on the land

## **TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

Where exempt development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

## **6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(1) Whether the council is aware that—

- (a) an affected building notice is in force in relation to the land, or
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section—

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

*building product rectification order* has the same meaning as in the Building Products (Safety) Act 2017.

No.

## **7 LAND RESERVED FOR ACQUISITION**

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No.

## **8 ROAD WIDENING AND ROAD REALIGNMENT**

Whether the land is affected by road widening or road realignment under—

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

No.



## 9 FLOOD RELATED DEVELOPMENT CONTROLS

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No response required

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No response required

(3) In this section—

*flood planning area* has the same meaning as in the Flood Risk Management Manual.

*Flood Risk Management Manual* means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

*probable maximum flood* has the same meaning as in the Flood Risk Management Manual.

## 10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(2) In this section—

*adopted policy* means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

### LAND SLIP

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

### BUSH FIRE

The land is affected by the provisions of a Development Control Plan and by Planning for Bush Fire Protection (NSW Rural Fire Service) that may restrict the development of the land because of the likelihood of bushfire.

### TIDAL INUNDATION



The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

## **SUBSIDENCE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence.

## **ACID SULFATE SOILS**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulfate soils.

## **CONTAMINATION**

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

## **AIRCRAFT NOISE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of aircraft noise.

## **SALINITY**

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to the requirements in the relevant Development Control Plan that applies to the land.

## **COASTAL HAZARDS**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of coastal hazards.

## **SEA LEVEL RISE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of sea level rise.

## **11 BUSH FIRE PRONE LAND**

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

All of the land has been identified as bush fire prone land on the Camden Council Bush Fire Prone Land Mapping, as certified by the Commissioner of the NSW Rural Fire Service under Section 10.3(2) of the Environmental Planning and Assessment Act, 1979.

## **12 LOOSE-FILL ASBESTOS INSULATION**

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

No.

## **13 MINE SUBSIDENCE**

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No.

## **14 PAPER SUBDIVISION INFORMATION**

- (1) The name of a development plan adopted by a relevant authority that—

- (a) applies to the land, or
  - (b) is proposed to be subject to a ballot.

- (2) The date of a subdivision order that applies to the land.

- (3) Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Act, Schedule 7.

Not Applicable

## **15 PROPERTY VEGETATION PLANS**

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No.

## **16 BIODIVERSITY STEWARDSHIP SITES**



If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

**Note:** Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

No.

## **17 BIODIVERSITY CERTIFIED LAND**

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

**Note:** Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

No.

## **18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

No.

## **19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

Not Applicable.

## **20 WESTERN SYDNEY AEROTROPOLIS**

Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,

No.

(b) or shown on the Lighting Intensity and Wind Shear Map,

No.

(c) or shown on the Obstacle Limitation Surface Map,

No.



(d) or in the “public safety area” on the Public Safety Area Map,

No.

(e) or in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

No.

## **21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

No.

## **22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

No.

(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

No.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

No.

(4) In this section—

*former site compatibility certificate* means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

## **23 WATER OR SEWERAGE SERVICES**



If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Not applicable.

**Note:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

## **MATTERS PRESCRIBED BY SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997**

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No.

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No.

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No.

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

## **DISCLAIMER AND CAUTION**



The information on zones, controls etc., given above relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

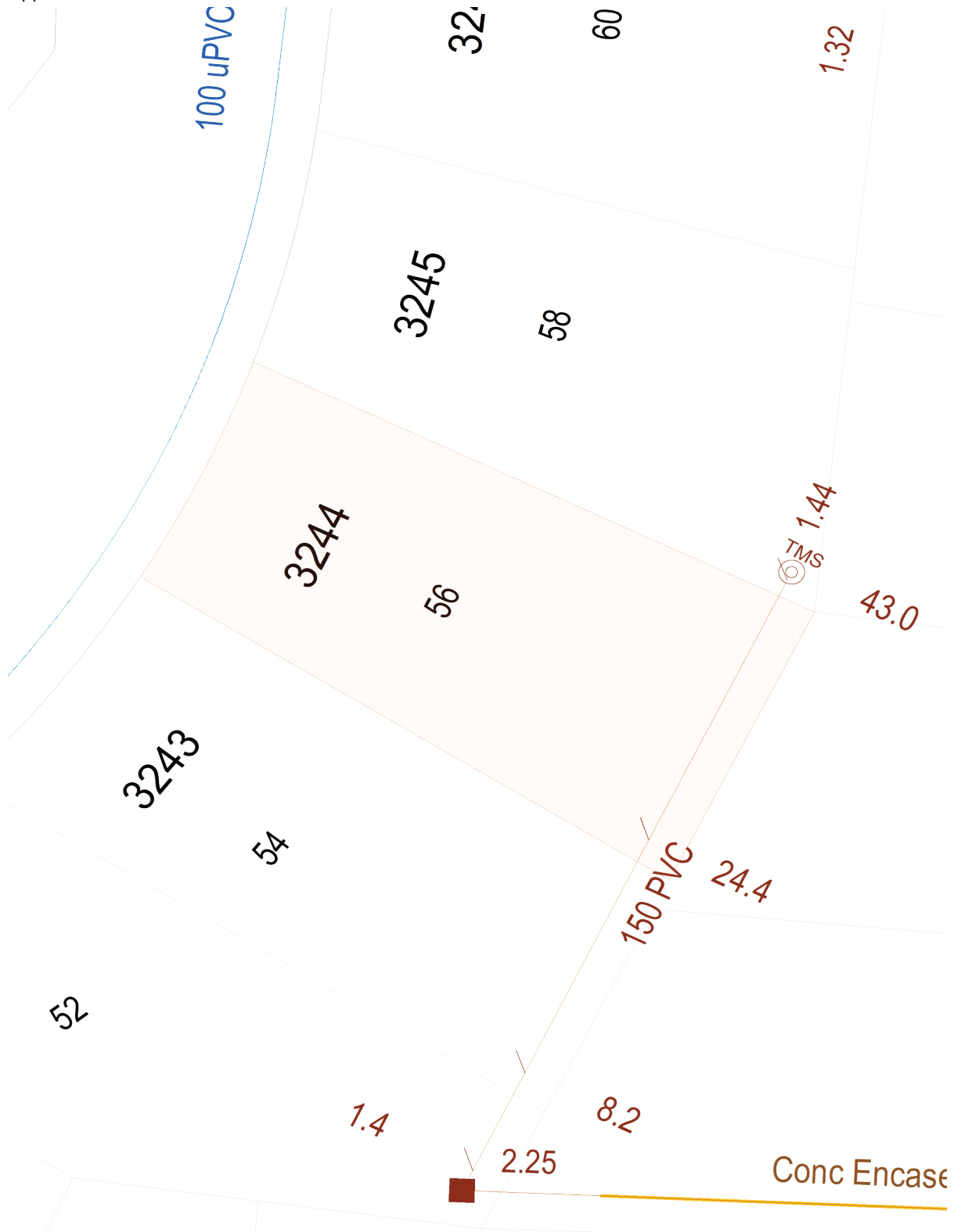
**Andrew Carfield**  
General Manager





# Service Location Print

Application Number: 2160408



Document generated at 16-06-2025 01:33:19 PM

## Disclaimer

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

# Asset Information

## Legend

<b>Sewer</b>		<b>Property Details</b>	
Sewer Main (with flow arrow & size type text)	225 PVC	Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)	1.7	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)	10.0		
Concrete Encased Section	Concrete Encased		
Terminal Maintenance Shaft	TMS		
Maintenance Shaft	MS		
Rodding Point	RP		
Lamphole			
Vertical	VERT		
Pumping Station	SP0882		
Sewer Rehabilitation			
<b>Pressure Sewer</b>		<b>Water</b>	
Pressure Sewer Main		WaterMain - Potable (with size type text)	200 PVC
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	
<b>Vacuum Sewer</b>		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
<b>Stormwater</b>		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
		<b>Private Mains</b>	
		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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## 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)**

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## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

#### Section 22D – Swimming Pools Act 1992

Pool No:	2b6df07e
Property Address:	56 DODONEA CIRCUIT MOUNT ANNAN
Expiry Date:	06 August 2028
Issuing Authority:	Josh Brook - Registered Certifier - bdc2445

Complied with AS1926.1 (2012).

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

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

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

Please remember:

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