

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Murray Kennedy Real Estate 4 Somerset Avenue, Narellan, NSW 2567	Phone: 02 4648 0600 Email: hello@murraykennedy.com.au Fax: 02 4648 0611 Ref:
co-agent vendor	Deborah Catherine Baxter and Martin James Baxter 27 Deep Pool Way, Mount Annan, NSW 2567	
vendor's solicitor	Coutts Lawyers & Conveyancers Shop 5, 338 Camden Valley Way NARELLAN NSW 2567	Phone: 02 4647 7577 Email: christine@couttslegal.com.au Ref: CB:SW:20251528
date for completion	35th day after the contract date (clause 15)	
land (address, plan details and title reference)	27 Deep Pool Way, Mount Annan, New South Wales 2567 Registered Plan: Lot 1302 Plan DP 884048 Folio Identifier 1302/884048	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: garden shed, swimming pool, studio.	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: remote for alarm, garage and studio, x2 TV brackets			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

Where there is more than one purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares,
 specify: _____

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed by</p> <p>_____ Vendor</p> <p>_____ Vendor</p>	<p>Signed by</p> <p>_____ Purchaser</p> <p>_____ Purchaser</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

Choices

Vendor agrees to accept a **deposit-bond** ☐ NO ☐ yes

Nominated Electronic Lodgment 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 a **GSTRW payment**
(GST residential withholding payment)

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

<p>General</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 checked="" 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>Home Building Act 1989</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>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input checked="" 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>Strata or community title (clause 23 of the contract)</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>Other</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:**

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.

27 Deep Pool Way, Mount Annan NSW 2567

CONDITIONS OF SALE BY AUCTION

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

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

1. The following conditions are prescribed as applicable to an in respect of the sale by auction of land:
 - a. The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - b. A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - c. The highest bidder is the Purchaser, subject to the any reserve price.
 - d. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - e. The auctioneer may refuse to accept any bid that in the auctioneer's opinion is not in the best interest of the seller.
 - f. A bidder is taken to be a principal unless before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - g. A bid cannot be made or accepted after the fall of the hammer.
 - h. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - a. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - b. One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - c. When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

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

33 ALTERATIONS TO PRINTED FORM

- 33.1 Clause 2.5.3 is amended by deleting the word 'third'
- 33.2 Clause 4.2.1 is deleted and replaced with 'the Purchaser must – bear all disbursements, all fees and the Vendors costs in the sum of \$440.00 including GST incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*
- 33.3 Clause 4.2.2 is deleted
- 33.4 Clauses 5.2.1 and 5.2.3 are deleted.
- 33.5 Clause 7.1.1 is amended by deleting the words '5% of the price' and inserting '\$1' in their place.
- 33.6 Clauses 7.1.3 and 8.1.3 the number 14 is to be replaced with the number 7.
- 33.7 Clause 7.2.2 is deleted.
- 33.8 Clause 8.1.1 is amended by deleting the words "on reasonable grounds"
- 33.9 Clause 11.2 is deleted.
- 33.10 Clause 14.2.1 is amended by replacing the word '2' with '3'
- 33.11 Clause 14.2.2 is deleted and replaced with "14.2.2 In the instance the Purchaser does not comply 14.2.1, the Purchaser shall make an allowance in favour of the Vendor for \$110.00 payable on completion."
- 33.12 Clause 14.4.2 is amended by deleting the words "the person who owned land owned no other land".
- 33.13 Clause 16.4 is deleted and replaced with "If a party serves a Land Tax certificate showing a charge on any of the land, the Vendor does not have to clear the Land Tax on or before completion but must have the Land Tax cleared within a reasonable time after completion".
- 33.14 Clause 23.5.2 is amended by deleting the words "but is disclosed in this contract."
- 33.15 Clauses 23.6 is deleted entirely and replaced with:
 - 23.6.1 If a contribution is not a regular periodic contribution the purchaser is liable for payment of same irrespective of when it was determined; and
 - 23.6.2 The Purchaser must reimburse the Vendor for any contribution that is not a regular periodic contribution and has been paid in advance by the Vendor from the date of completion.
- 33.16 Clauses 23.7 and 23.9 are deleted.

- 33.17 Clause 23.13 is amended by replacing 'vendor' with 'purchaser'.
- 33.18 Clause 23.14 is deleted.
- 33.19 Clause 23.17.1 is deleted.
- 33.20 Clause 24.1.2 is amended by deleting the words "at the Vendor's expense."
- 33.21 Clause 24.3.3 is deleted.
- 33.22 Clause 25 is deleted.
- 33.23 Clause 28 is deleted.
- 33.24 Clause 29 is deleted.
- 33.25 Clause 31.2 is deleted.

34 REAL ESTATE AGENT

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

35 NOTICE TO COMPLETE

- 35.1 If either party is unable or unwilling to complete the contract by the date specified, then the other party shall be entitled at any time on or after the completion date to serve a Notice to Complete making time of the essence of the agreement. Such Notice shall give not less than fourteen (14) day's notice after the day immediately following the day on which that Notice is received by the recipient of the notice. The notice may nominate a specific hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. The party issuing the Notice to Complete shall be at liberty to withdraw that Notice without prejudice to that party's continuing right to give any further Notice to Complete under clause 15.
- 35.2 Further, if it becomes necessary for the Vendor to issue a Notice to Complete pursuant to this clause, then the Purchaser shall pay to the Vendor the sum of \$440.00 to cover legal costs and expenses incurred as a consequence of the Purchaser's delay, as a genuine pre-estimate of those additional expenses, to be allowed an additional adjustment on completion.

36 TRANSFER

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

37 COUNTERPARTS AND ELECTRONIC SIGNATURE

- 37.1 This Contract may be executed:
- 37.1.1 In a number of counterparts together make one instrument; and/or
 - 37.1.2 Electronically by both parties using Docusign or by exchanging electronic copies of original signatures on this Contract.
- 37.2 The parties acknowledge and agree that:
- 37.2.1 This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
 - 37.2.2 the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
 - 37.2.3 They are to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not make a Claim because of anything contained in this clause.
- 37.3 The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and any terms and conditions of Docusign, in relation to the execution of this Contract.

38 LATE COMPLETION

- 38.1 If the Purchaser fails to complete this purchase by the completion date, without default by the Vendor, then the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent 10% per annum interest on the balance of purchase monies, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.
- 38.2 Should an arranged settlement not take place on the date scheduled between the parties due to no fault of the Vendor or their representative, the Purchaser shall make an allowance in favour of the Vendor for \$330.00 payable on completion for each rescheduled settlement. It is agreed that this amount is a genuine pre-estimate of the Vendor's reasonable legal costs of rescheduling settlement.

39 CONDITION OF PROPERTY

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

- 39.2 The Purchaser accepts the inclusions specified in this Contract in their present state and condition, subject to fair wear and tear and the Vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear occurring after the Contract date.
- 39.3 The Vendor shall be under no obligation to make good any hole, cavity, mark or scratch which is the result of the removal of any item from the property that is not included in the sale. The Purchaser will not be entitled to make any objection, raise any requisition, claim for compensation, rescind this Contract or attempt to delay completion in respect of any matter referred to in this special condition.

40 ENTIRE AGREEMENT

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

41 CAPACITY

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

42 RESIDENTIAL WITHHOLDING PAYMENT (delete if not applicable)

- 42.1 This special condition applies if the Contract requires a GSTRW payment.

- 42.1.1 If the Purchaser does not comply with clauses 4.10 and 13.14, then the Purchaser shall pay to the Vendor, the sum of \$77.00 to cover legal costs and expenses incurred as a consequence of the Purchaser non-compliance.
- 42.1.2 The Purchaser indemnifies the Vendor from any interest, penalty and or legal and or accounting costs that may be incurred by the Vendor due to the Purchasers failure to comply with clauses 4.10 and/or clause 13.14 and includes but is not limited to non-payment or delay in payment following Completion, even if such delay is incurred due to a third party. This clause will not merge on completion.

43 DEPOSIT

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

44 RELEASE OF DEPOSIT

Print Name of Witness

47 VENDOR DISCLOSURE

- 47.1 The Vendor discloses and the Purchaser acknowledges that Transport for NSW have announced various corridors as well as the Western Sydney Airport.
- 47.2 The Purchaser warrants to the Vendor that it has visited and viewed the contents of the website <https://www.transport.nsw.gov.au/corridors> as well as <https://www.planning.nsw.gov.au/assess-and-regulate/state-significant-projects/sydney-metro/western-sydney-airport>. The Purchaser acknowledges that they are aware of, and have made their own enquiries into, the location, proximity and effect of the investigation area of the Corridors and any subsequent proposals/s.
- 47.3 The Purchaser acknowledges that the Vendor has entered into this Contract in reliance of the Purchaser's warranty contained in this special condition.
- 47.4 The Purchaser acknowledges having notice of the Corridors and Western Sydney Airport and cannot make any objection, requisition, claim for compensation, rescind or terminate the Contract, whatever the case may be in this regard.

48 SEWER

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

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- please identify the building work carried out;
 - when was the building work completed?
 - please state the builder's name and licence number;
 - please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- did its installation or construction commence before or after 1 August 1990?
 - has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- To whom do the boundary fences belong?
 - Are there any party walls?
 - If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - whether there are any existing breaches by any party to it;
 - whether there are any matters in dispute; and
 - whether the licensor holds any deposit, bond or guarantee.
 - In relation to such licence:
 - All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- any road, drain, sewer or storm water channel which intersects or runs through the land?
 - any dedication to or use by the public of any right of way or other easement over any part of the land?
 - any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- any resumption or acquisition or proposed resumption or acquisition?
 - any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - any sum due to any local or public authority? If so, it must be paid prior to completion.
 - any realignment or proposed realignment of any road adjoining the Property?
 - the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - If so, do any of the connections for such services pass through any adjoining land?
 - Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 1302/884048

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
1/7/2025	11:24 AM	6	9/9/2018

LAND

LOT 1302 IN DEPOSITED PLAN 884048
AT MOUNT ANNAN
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP884048

FIRST SCHEDULE

MARTIN JAMES BAXTER
DEBORAH CATHERINE BAXTER
AS JOINT TENANTS (T AD659212)

SECOND SCHEDULE (12 NOTIFICATIONS)

1	W256097	LAND EXCLUDES MINERALS
2	3029595	COVENANT
3	DP789754	EASEMENT TO DRAIN WATER 1.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
4	DP793548	EASEMENT TO DRAIN WATER 1.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
5	DP791529	EASEMENT TO DRAIN WATER 1.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
6	DP791529	EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
7	DP872000	EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
8	DP873471	EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
9	DP876122	EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
10	DP878396	EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
11	DP884048	RESTRICTION(S) ON THE USE OF LAND
12	AD659213	MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20251528...

PRINTED ON 1/7/2025

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

(Lengths are in metres)

DP 884048

Sheet 1 of 7 sheets

Subdivision of Lot 412

Covered by Council Clerk's Certificate

No. 7/99

Dated: 10.2.1999

PART 1

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

1. IDENTITY OF RESTRICTION
FIRSTLY 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 lot

every other lot

2. IDENTITY OF POSITIVE COVENANT
SECONDLY REFERRED TO IN
THE ABOVEMENTIONED PLAN

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

1308 and 1309

Council of the Municipality of Camden

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

(Lengths are in metres)

Sheet 2 of 7 sheets

DP 884048

Subdivision of Lot 412
Covered by Council Clerk's Certificate
No. Dated:

PART 2

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. No fence constructed with steel or coated metal or aluminium sheeting or fibre cement or asbestos or fibreglass or any other material of similar nature shall be erected or be permitted to remain erected on or adjacent to a boundary of the burdened lot adjoining a Public Reserve or a Public Pathway or a street frontage.
2. No fence shall be erected or be permitted to remain erected on the front street alignment of any burdened lot nor between the front street alignment and the building line as fixed by Council for that lot, unless approved by Bradman Cascades (Bradman Cascades Pty. Ltd.). In the case of any burdened lot which has more than one street frontage the erection of a fence shall only be so restricted if and only if a garden area of 2 square metres is provided at 10 metre intervals along that fenced frontage.
3. No fence shall be erected or permitted to remain erected on the boundary of any burdened lot unless it is a lapped, capped and stained timber fence.
4. No fence shall be erected or permitted to remain erected on any burdened lot to divide it from any adjoining land owned by Bradman Cascades without prior written consent of Bradman Cascades but such consent shall not be withheld if the fence is erected without expense to Bradman Cascades provided that this restriction shall remain in force only during such times as Bradman Cascades is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.
5. No main building shall be erected or permitted to remain erected on any burdened lot having a minimum floor area (excluding the floor area of any attached garage, patio or verandah):
of less than 185m² for lots greater than or equal to 700m²
of less than 140m² for lots greater than or equal to 550m² and less than 700m²
of less than 120m² for lots less than 550m²
6. No main building shall be erected or permitted to remain erected on any burdened lot unless it has a garage with a minimum floor area:
of 32m² for lots greater than 450m²
of 16m² for lots less than 450m²
and unless the garage is constructed under the same roof as the main building erected on such burdened lot, or where separate from the main building the garage is constructed in the same materials, colours and roof pitch as the main building.

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

(Lengths are in metres)

Sheet 3 of 3 sheets

DP 884048

Subdivision of Lot 412
Covered by Council Clerk's Certificate
No. Dated:

PART 2

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN (Cont.)

7. For a period of five (5) years only following the date of registration of the abovementioned plan no building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot without the detailed building plans, elevation and specifications relating only to its external appearance and position having first been submitted to and approved in writing by Bradman Cascades or a qualified architect nominated by Bradman Cascades who shall (at the expense of Bradman Cascades) promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building. Each of Bradman Cascades or nominated architect (as the case may be) shall have an absolute discretion to refuse or give approval, subject to conditions without being obliged to furnish reasons for any such decision or conditions. Bradman Cascades will not withhold its consent where the building plans, elevations and specifications conform in all respects with its "Residential Guidelines" for this land published from time to time.

8. No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, glass or other natural materials. Materials other than brick or glass shall not be used in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the reasonable satisfaction of Bradman Cascades that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred (at the expense of Bradman Cascades) for determination by Bradman Cascades' Architect whose decision shall be final and binding.

9. No building shall be erected or permitted to remain on the burdened lot having what is commonly known as a "flat roof" or a roof constructed of any material other than:

- (i) Terracotta roof tiles
- (ii) concrete roof tiles
- (iii) timber shingles
- (iv) slate
- (v) corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process; or
- (vi) such other material as may be approved by Bradman Cascades in its absolute discretion.

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

(Lengths are in metres)

DP 884048

Sheet 4 of 7 sheets

Subdivision of Lot 412
Covered by Council Clerk's Certificate
No. Dated:

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN (Cont.)

10. No carports shall be erected or permitted to remain erected on any burdened lot.
11. No metal or similar type of prefabricated "lawn locker" shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street.
12. No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of asphalt, pavers, exposed aggregates or concrete with stamped or stencilled finishes.
13. No noxious noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any burdened lot.
14. No "For Sale" sign shall be erected or displayed on any burdened lot for a period of three (3) years after the date of its transfer by Bradman Cascades and no other type of advertisement, hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Bradman Cascades who shall have the right to remove any such other advertisement, hoarding sign or matter without notice.
15. No main building shall be used or permitted to be used for display of any exhibition home or for the promotion or sale of homes without the prior written consent of Bradman Cascades.
16. No trucks or commercial vehicles exceeding 3 tonnes in weight are to be kept in any burdened lot.
17. No temporary, partial or relocated building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with the building of the residence.
18. No excavation material, trees, builders waste or other substances shall be deposited on adjoining lots to the lots burdened.

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

(Lengths are in metres)

DP 884048

Sheet 5 of ⁷/₈ sheets

Subdivision of Lot 412
Covered by Council Clerk's Certificate
No. Dated:

PART 2

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN (Cont

19. No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of three months after the date of practical completion of the main building unless the front area of the lot between the building line and the street is landscaped utilising turf, garden beds, driveway and other landscaped materials approved by Bradman Cascades.

20. No single storey building shall be erected or permitted to remain erected on any lot with a roof pitch of less than 25 degrees on lots less than 480m².

21. No garage or part thereof shall be erected or permitted to remain erected in front of the main building for lots with an area less than 550m².

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Bradman Cascades Pty Limited

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

(Lengths are in metres)

Sheet 6 of ⁷ sheets

PLAN

~~7/99~~ DP884048

Subdivision of Lot 412

Covered by Council Clerk's Certificate

No.

Dated:

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

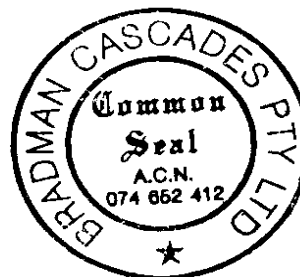
Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE ABOVEMENTIONED
PLAN

The mobile garbage bins for the lots herein burdened shall be placed for collection on the road reserve at a suitable collection point in the cul-de-sac of Deep Pool Way or as directed by Camden City Council and removed as soon as possible thereafter.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE ABOVEMENTIONED
PLAN

Council of the Municipality of Camden



The Common Seal of
BRADMAN CASCADES PTY LIMITED
was hereunto affixed by
authority of the Directors.

.....
Secretary

.....
Director

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

(Lengths are in metres)

Sheet 7 of 7 sheets

PLAN **DP 884048**

Subdivision of Lot 412 D.P. and
Covered by Council Clerk's Certificate
No. Dated:

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

SIGNED SEALED AND DELIVERED

For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182

*Signature for and on behalf
of Limited Pty Ltd a Family
Assets Pty Ltd by their
attorney Andrew Lee Price
under power of attorney
book 4182 no. 125
the presence of.*

19.4.1999 J. Joseph

[Signature]
ATTORNEY
Print Name: David Malcolm Matheson
Position Held: Credit Administration Manager

[Signature]
ATTORNEY
Print Name: Ken Sue
Position Held: Credit Analyst
Commercial

[Signature]
WITNESS
Print Name: Louise Michaela Lester
Credit Analyst

REGISTERED

17.16.3.1999

RP 44



W256097

RESUMPTION APPLICATION

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

RA C 1 of 1 B. 11/1
\$33

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

APPLICANT
Note (b)

Note (c)

Note (d)

Note (e)

(the abovenamed Applicant) in consequence of the resumption notified in Government Gazette dated 21st February, 1986, 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.

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 L703318.
- (e) Easement for transmission line see L995283.
- (f) Easement for transmission line see M148016.

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

DATE OF APPLICATION March, 1986

EXECUTION
Note (f)

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. ROMLAND, Governor.

By His Excellency's Command

F.J. WALKER, Minister for Housing.

Michael Tooher
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/tz Homebush 101/718669 503/709630 505/709630	
Extra Fee	Checked by EAT 27/10	REGISTERED - 19 - 1 MAY 1986 Registrar General	30T NOU

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. B514 Fol. 124.

(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. Ross.

(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 REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTEN 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	T934187		
	ON	AA			Land excludes minerals

97-01T

TRANSFER

Real Property Act, 1900



3029595 A

INCLUDING COVENANT

Office of State Revenue use only

00*2\$

50/849471102 40 5289 960111

N.S.W. STAMP DUTY



(A) LAND TRANSFERRED

Show no more than 20 References to Title.
If appropriate, specify the share transferred.

Folio Identifier: 100/828317 & 2106/793548

(B) LODGED BY

L.T.O. Box
46X

Name, Address or DX and Telephone

M. J. ARMSTRONG
DX 599 SYDNEY
PH: 2312511 FAX: 233 7347

REFERENCE (max. 15 characters):

965206 KS

(C) TRANSFEROR

NEW SOUTH WALES LAND AND HOUSING CORPORATION

(D) acknowledges receipt of the consideration of \$8,350,747.00

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

(E) subject to the following **ENCUMBRANCES** 1. 2. 3.
and the transferee covenants with the transferor as set out in Annexure "A" hereto.

(F) TRANSFEE

T
TS
(s713 LGA)
TW
(Sheriff)

BRADMAN CASCADES PTY, LIMITED (A.C.N. 074 652 412)

(G)

(H) We certify this dealing correct for the purposes of the Real Property Act, 1900.

DATED

1 May 1997

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

Signed by me MARY MACKEN as
delegate of the New South Wales Land and
Housing Corporation, and I hereby certify
that I have no notice of revocation of such
delegation.

[Signature]
Signature of Witness

FRANKS WILSON
Name of Witness (BLOCK LETTERS)

Level 2, 1 FITZWILLIAM ST, PARRAMATTA.
Address of Witness

[Signature]
Signature of Transferor



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

THE COMMON SEAL of BRADMAN CASCADES PTY LIMITED
(A.C.N. 074 652 412) was hereunto affixed in

accordance with the articles of association of
the company in the presence of:

[Signature]
Secretary

[Signature]
Director

Signature of Transferee

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE AVAILABLE FROM THE LAND TITLES OFFICE

CHECKED BY (office use only)

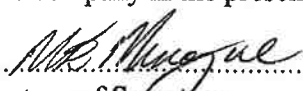
**THIS IS ANNEXURE "A" REFERRED TO IN THE MEMORANDUM OF
TRANSFER INCLUDING COVENANT BETWEEN NEW SOUTH WALES LAND
AND HOUSING CORPORATION AS VENDOR AND BRADMAN CASCADES PTY
LIMITED (A.C.N. 074 652 412) AS PURCHASER**

AND the transferee so as to bind itself, its successors and assigns as well as the land hereby transferred and the successive owners thereof **DOES HEREBY COVENANT** with the transferor its successors and assigns that while the transferor or its assigns other than purchasers on sale is the owner of any land adjoining the servient tenement hereby transferred no fence shall be erected on the servient tenement (or any part thereof) to divide it from such adjoining land without the consent of the transferor or its assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the transferor or its assigns and in favour of any person dealing with any transferee from the transferor or its assigns such consent shall be deemed to have been given in respect of every fence for the time being erected.

AND IT IS HEREBY AGREED AND DECLARED THAT:-

1. the land which is subject to the burden of the said covenant is the land hereby transferred;
2. the person by whom the said covenant may be released varied or modified is the transferor without the consent of any other person.

THE COMMON SEAL of BRADMAN)
CASCADES PTY LIMITED (A.C.N.)
074 652 412) was affixed to this instrument)
in accordance with the articles of association)
of the company in the presence of:)


Signature of Secretary


Name of Secretary
(BLOCK LETTERS)




Signature of Director


Name of Director
(BLOCK LETTERS)

10/10/96

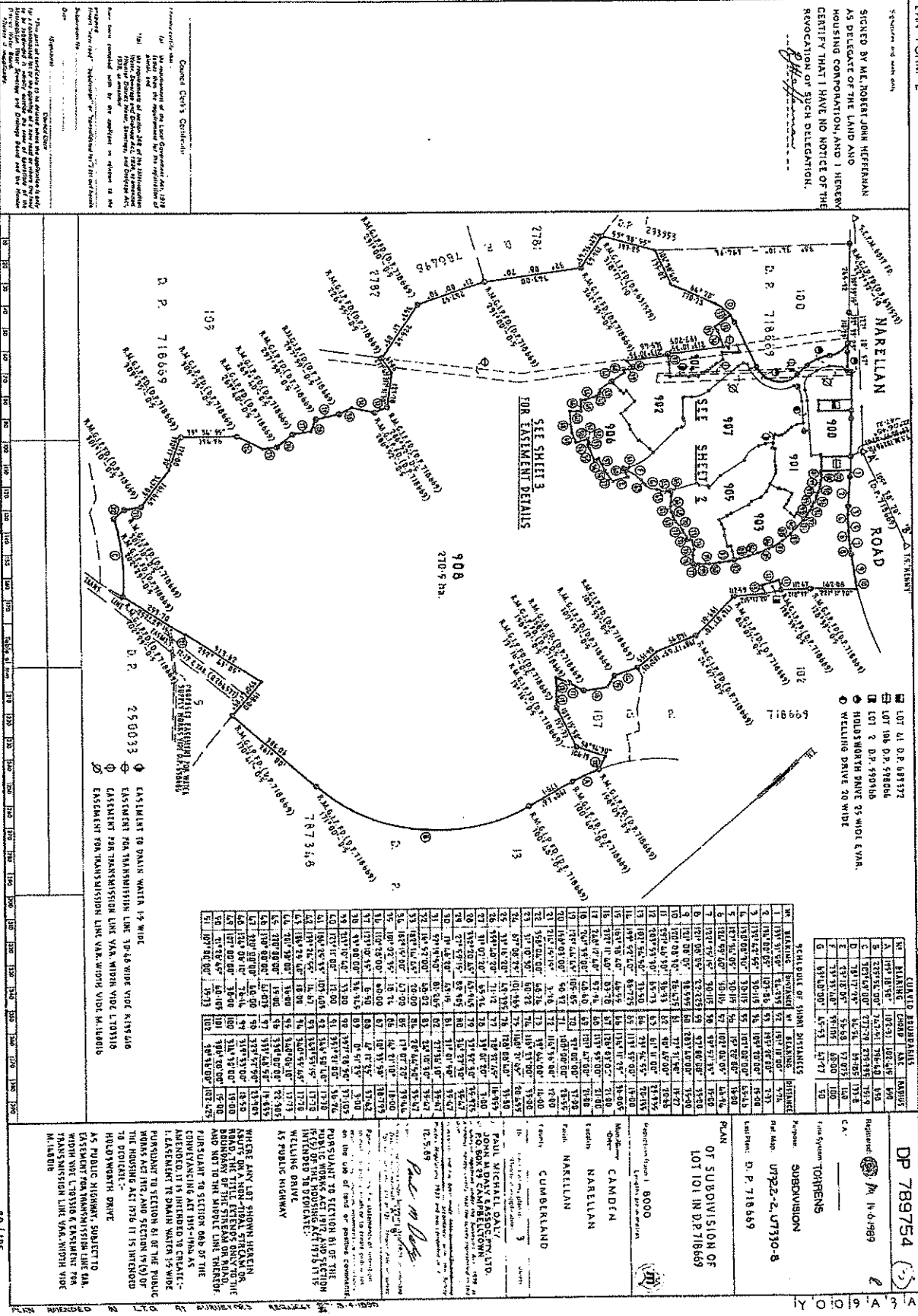
Signed by me MARY MACKEN as
delegate of the New South Wales Land and
Housing Corporation, and I hereby certify
that I have no notice of revocation of such
delegation.





PLAN FORM 2

SIGNED BY M. ROBERTSON, KERRIMAN
AS DELEGATE OF THE LAND AND
HOUSING CORPORATION, AND I HEREBY
CERTIFY THAT I HAVE NO NOTICE OF THE
REVOCATION OF SUCH DELEGATION.



AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 22nd April, 1991

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



DP 789754
Registered Plan 14-6-1989
SUBDIVISION
UTP2-2, U730-8
Lot 101 in D.P. 718689

SCHEDULE OF SHORT DISTANCES			
W	BEARING	DISTANCE	BRIDGE
1	175° 31' 00"	10.00	10.00
2	175° 31' 00"	10.00	10.00
3	175° 31' 00"	10.00	10.00
4	175° 31' 00"	10.00	10.00
5	175° 31' 00"	10.00	10.00
6	175° 31' 00"	10.00	10.00
7	175° 31' 00"	10.00	10.00
8	175° 31' 00"	10.00	10.00
9	175° 31' 00"	10.00	10.00
10	175° 31' 00"	10.00	10.00
11	175° 31' 00"	10.00	10.00
12	175° 31' 00"	10.00	10.00
13	175° 31' 00"	10.00	10.00
14	175° 31' 00"	10.00	10.00
15	175° 31' 00"	10.00	10.00
16	175° 31' 00"	10.00	10.00
17	175° 31' 00"	10.00	10.00
18	175° 31' 00"	10.00	10.00
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23	175° 31' 00"	10.00	10.00
24	175° 31' 00"	10.00	10.00
25	175° 31' 00"	10.00	10.00
26	175° 31' 00"	10.00	10.00
27	175° 31' 00"	10.00	10.00
28	175° 31' 00"	10.00	10.00
29	175° 31' 00"	10.00	10.00
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90	175° 31' 00"	10.00	10.00
91	175° 31' 00"	10.00	10.00
92	175° 31' 00"	10.00	10.00
93	175° 31' 00"	10.00	10.00
94	175° 31' 00"	10.00	10.00
95	175° 31' 00"	10.00	10.00
96	175° 31' 00"	10.00	10.00
97	175° 31' 00"	10.00	10.00
98	175° 31' 00"	10.00	10.00
99	175° 31' 00"	10.00	10.00
100	175° 31' 00"	10.00	10.00

PLAN REVISED BY L.T.O. AT SURVEYORS REQUEST

89 / 195

LEGEND

- EASEMENT TO DRAIN WATER 1/4 WIDE
- EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE K 155.6
- EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE K 155.6
- EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE K 155.6

SCALE

1:1000

North Arrow

NARELLAN SHIRE

NARELLAN

ROAD

SEE SHEET 1

SEE SHEET 3

SEE SHEET 4

SEE SHEET 5

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

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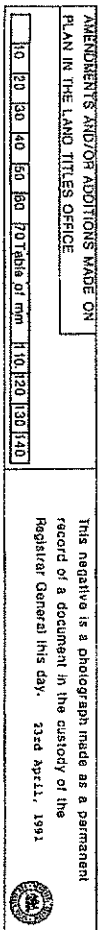
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Reg:R883512 /Doc:DP 0789754 B /Rev:02-Nov-1992 /Prt:17-Nov-2006 10:38 /Pgs:ALL /Seq:1 of 1
Ref:2006218 Seckold AC /Src:M

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

Lengths are in metres.

(Sheet 1 of 1 sheet)

PART 1

Plan DP789754

Subdivision of Lot 101
in D.P. 718669.

Full name and address of
proprietor of the land.

New South Wales Land and
Housing Corporation,
23-31 Moore Street,
Liverpool NSW 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

904
907

Lots Benefited

902
901

NAME OF AUTHORITY empowered to release vary or modify the easement to
drain water 1.5 wide firstly referred to in the abovementioned plan.

THE COUNCIL OF THE MUNICIPALITY OF CAMDEN OR
THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me ROBERT JOHN HEFFERNAN)
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

.....

.....

REGISTERED 14-6-1989

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day.

27 June, 1989



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 33B, CONVEYANCING ACT, 1919

LENGTHS ARE IN METRES

(SHEET 3 OF 3 SHEET)

PART 2

PLAN DP 793548

Subdivision of Lot 904 in Deposited Plan
789754

Full name and address of
proprietor of the land

New South Wales Land and Housing Corporation
Level 11, 241 Macdonald Street
Sydney NSW 2222

3. Terms of restrictions on use thirdly referred to in above-mentioned plan

- (b) 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 exact in accordance with the covenants herein contained of any building or swimming pool, the said lot or for any purpose incidental or ancillary thereto.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on a thirdly referred to in above-mentioned plan.

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 delegates:

[Signature]

[Signature]

REGISTERED



6-12-84

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day.

12th DECEMBER, 1989



12th DECEMBER, 1989

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

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 3 SHEETS)

PLAN DP793548

PART 1

Subdivision of Lot 904 in Deposited Plan
789754

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

Full name and address of
Proprietor of the Land

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

Easement to drain water 1.5 wide

Schedule of lots etc. affected

Lot burdened

2106

Lot benefited

Lot 1071 in D.P. 791529 being the land in
C.T. Folio 1071/791529
Lot 1072 in D.P. 791529 being the land in
C.T. Folio 1072/791529
2105

1. Identity of easement secondly referred
to in above-mentioned plan

Easement for transmission line variable width

Schedule of lots etc. affected

Lot burdened

2105, 2106

Authority benefited

Prospect County Council

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

Restrictions on use.

Lot burdened

Each Lot
except 2106

Lot benefited

Every other Lot
except 2106

Schedule of lots etc. affected

2. Terms of easement secondly referred to in above-mentioned 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 electricity transmission mains wires cables towers poles and ancillary
works on the surface under surface or subsoil of the said easement for the transmission of
electricity and for purposes incidental thereto through and/or in and/or over and/or
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 to cut or trim or
lop trees branches and other growths or foliage and to remove any other obstructions of
any kind whatsoever which now or at any time hereafter may obstruct or impede or
on the said easement and which may or may be likely to interfere with any right leave
liberty or licence granted hereunder and for any of the purposes aforesaid for the Council
and every person authorised by it to enter 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 material machinery implements and things provided that the 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 AND the registered proprietor for the time
being of the land hereby burdened shall not erect or permit to be erected any buildings or
other erections 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
under surface or subsoil thereof without the Council's permission in writing being first

REGISTERED

6-12-89

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420

430

440

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 3 SHEETS)

PLAN DP793548

PART 2

Subdivision of Lot 904 in Deposited Plan
789754

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

Full name and address of
Proprietor of the Land

2. Terms of easement secondly referred to in above-mentioned plan

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 secondly
referred to in above-mentioned plan.

PROSPECT COUNTY COUNCIL

3. Terms of restrictions on use thirdly referred to in above-mentioned plan

(a) No more than one building shall be erected on each lot burdened as a single dwelling
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 subdivision 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 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 or 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 situated is visible from the street or streets
to which the said lot fronts then the same shall be suitable screened.

REGISTERED

6-12-89

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AS DELEGATE OF THE NEW SOUTH WALES LAND AND HOUSING CORPORATION, AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF THE REVOCATION OF SUCH DELEGATION.

[Signature]

1. I hereby certify that I am a duly qualified person to act as a delegate of the New South Wales Land and Housing Corporation, and I hereby certify that I have no notice of the revocation of such delegation.

2. I am a duly qualified person to act as a delegate of the New South Wales Land and Housing Corporation, and I hereby certify that I have no notice of the revocation of such delegation.

3. I am a duly qualified person to act as a delegate of the New South Wales Land and Housing Corporation, and I hereby certify that I have no notice of the revocation of such delegation.

4. I am a duly qualified person to act as a delegate of the New South Wales Land and Housing Corporation, and I hereby certify that I have no notice of the revocation of such delegation.

5. I am a duly qualified person to act as a delegate of the New South Wales Land and Housing Corporation, and I hereby certify that I have no notice of the revocation of such delegation.

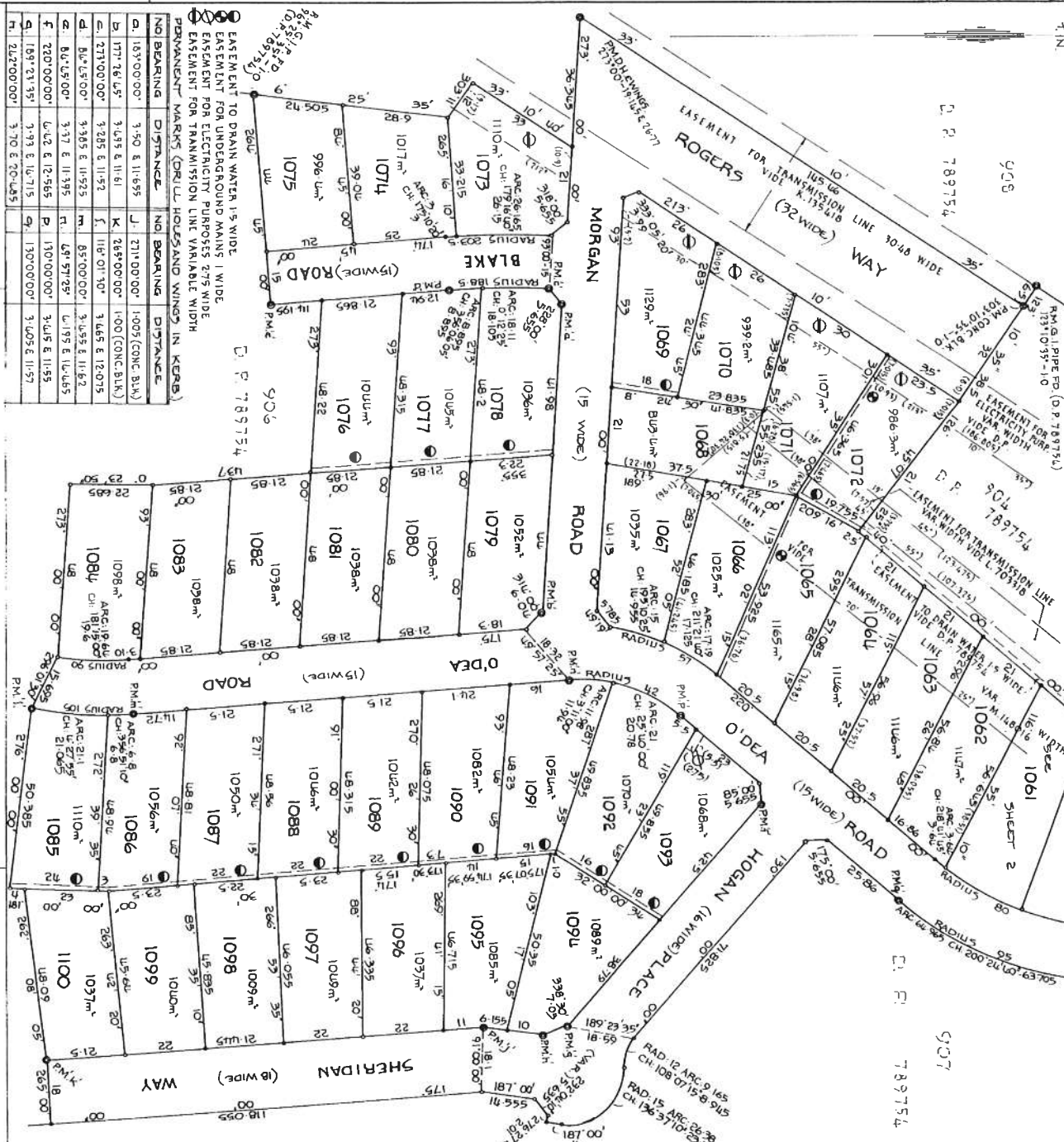
6. I am a duly qualified person to act as a delegate of the New South Wales Land and Housing Corporation, and I hereby certify that I have no notice of the revocation of such delegation.

7. I am a duly qualified person to act as a delegate of the New South Wales Land and Housing Corporation, and I hereby certify that I have no notice of the revocation of such delegation.

8. I am a duly qualified person to act as a delegate of the New South Wales Land and Housing Corporation, and I hereby certify that I have no notice of the revocation of such delegation.

9. I am a duly qualified person to act as a delegate of the New South Wales Land and Housing Corporation, and I hereby certify that I have no notice of the revocation of such delegation.

10. I am a duly qualified person to act as a delegate of the New South Wales Land and Housing Corporation, and I hereby certify that I have no notice of the revocation of such delegation.



NO. BEARING	DISTANCE	NO. BEARING	DISTANCE
A. 187°00'00"	3.50 E 11.695	J. 211°00'00"	1.007 (CONC. B.M.)
B. 171°16'45"	3.495 E 11.61	K. 285°00'00"	1.000 (CONC. B.M.)
C. 271°00'00"	3.485 E 11.52	L. 118°01'30"	3.465 E 12.075
D. 161°50'00"	3.465 E 11.525	M. 85°00'00"	3.455 E 11.67
E. 80°45'00"	3.37 E 11.395	N. 67°57'29"	3.415 E 10.665
F. 220°00'00"	6.42 E 12.565	P. 130°00'00"	3.415 E 11.55
G. 189°21'35"	3.39 E 10.715	Q. 130°00'00"	3.405 E 11.57
H. 242°00'00"	3.70 E 10.485		

NO. BEARING	DISTANCE	NO. BEARING	DISTANCE
A. 187°00'00"	3.50 E 11.695	J. 211°00'00"	1.007 (CONC. B.M.)
B. 171°16'45"	3.495 E 11.61	K. 285°00'00"	1.000 (CONC. B.M.)
C. 271°00'00"	3.485 E 11.52	L. 118°01'30"	3.465 E 12.075
D. 161°50'00"	3.465 E 11.525	M. 85°00'00"	3.455 E 11.67
E. 80°45'00"	3.37 E 11.395	N. 67°57'29"	3.415 E 10.665
F. 220°00'00"	6.42 E 12.565	P. 130°00'00"	3.415 E 11.55
G. 189°21'35"	3.39 E 10.715	Q. 130°00'00"	3.405 E 11.57
H. 242°00'00"	3.70 E 10.485		

DP 791529

Camden

Subdivision

Lot 1073

Lot 1074

Lot 1075

Lot 1076

Lot 1077

Lot 1078

Lot 1079

Lot 1080

Lot 1081

Lot 1082

Lot 1083

Lot 1084

Lot 1085

Lot 1086

Lot 1087

Lot 1088

Lot 1089

Lot 1090

Lot 1091

Lot 1092

Lot 1093

Lot 1094

Lot 1095

Lot 1096

Lot 1097

Lot 1098

Lot 1099

Lot 1100

WARNING: CREATING A FOLDING WILL LEAD TO REJECTION

PLAN SUBDIVISION OF LOT 1073 IN D.P. 789754

Camden

Subdivision

Lot 1073

Lot 1074

Lot 1075

Lot 1076

Lot 1077

Lot 1078

Lot 1079

Lot 1080

Lot 1081

Lot 1082

Lot 1083

Lot 1084

Lot 1085

Lot 1086

Lot 1087

Lot 1088

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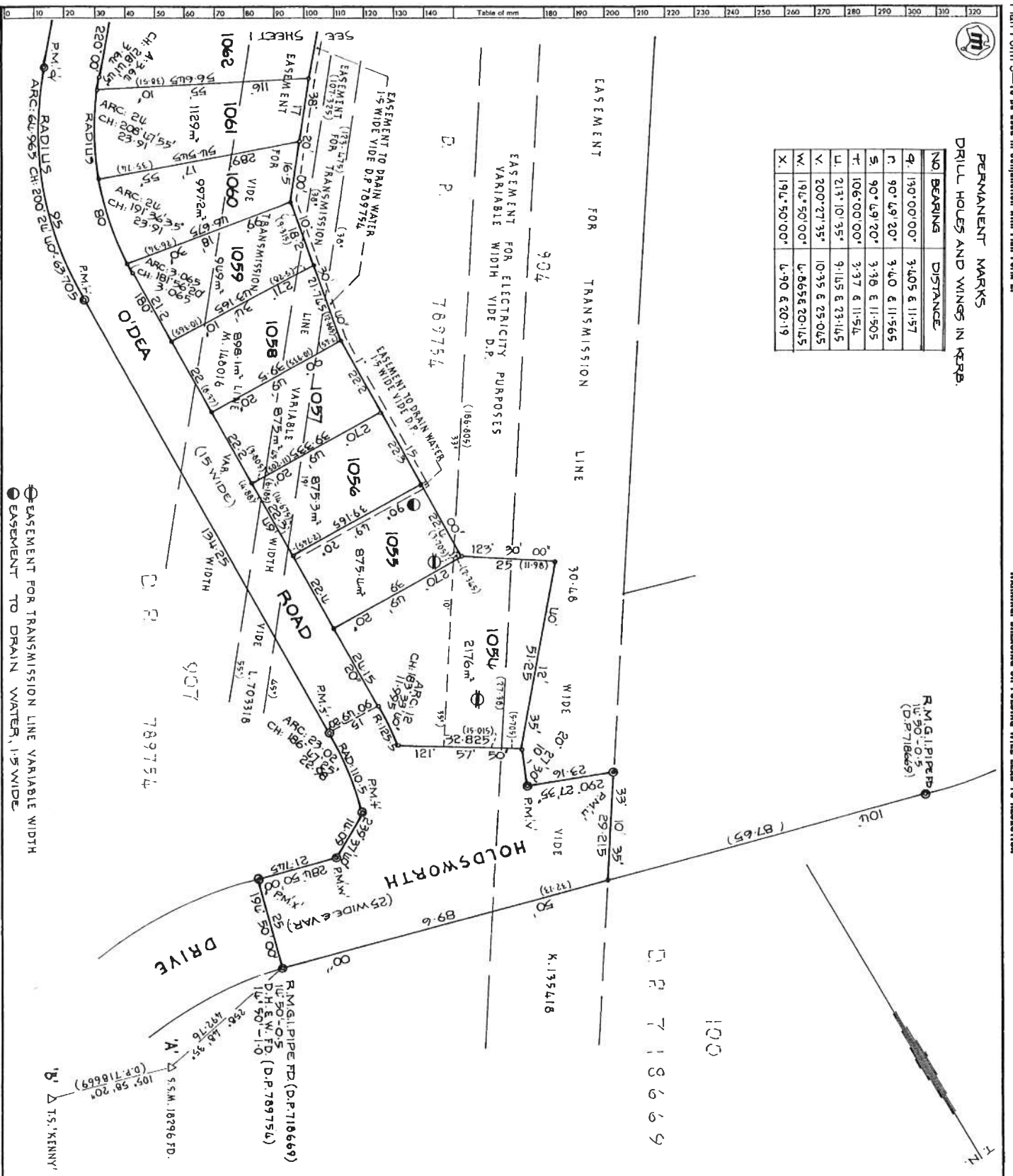
Lot 1099

Lot 1100



PERMANENT MARKS
 DRILL HOLES AND WINGS IN KERB.

NO	BEARING	DISTANCE
Q	190°00'00"	3.405 & 11.57
R	90°49'20"	3.40 & 11.565
S	90°49'20"	3.36 & 11.505
T	106°00'00"	3.37 & 11.54
U	213°10'35"	9.145 & 23.145
V	200°27'35"	10.35 & 25.045
W	194°50'00"	L. 6656 & 20.145
X	194°50'00"	L. 90 & 20.19



DP 791529

Registered: 25.8.1989

This is sheet 2 of my plan in 2 sheets dated 25th JULY 1989

Surveyor registered under Surveyors Act, 1828.

This is sheet of the plan of sheets covered by my Certificate No. of

SIGNATURES AND SEALS ONLY

Reduction Ratio 1: 800

SURVEYOR'S REFERENCE: 89/197

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 5 Sheets)

PART 1

PLAN **DP791529**

Plan of subdivision of Lot 902 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

1055

1069

1072

1076

1077

1078

1085

1086

1087

1088

1089

1090

1091

1092

1093

Lots benefited

904 in D.P. 789754 (C.T. Folio 904/789754),
1072, 1071

1070

1071

906 in D.P. 789754 (C.T. Folio 906/789754)

906 in D.P. 789754 (C.T. Folio 906/789754),
1076

906 in D.P. 789754 (C.T. Folio 906/789754),
1076, 1077

906 in D.P. 789754 (C.T. Folio 906/789754)

906 in D.P. 789754 (C.T. Folio 906/789754),
1085

906 in D.P. 789754 (C.T. Folio 906/789754),
1085, 1086

906 in D.P. 789754 (C.T. Folio 906/789754),
1085, 1086, 1087

906 in D.P. 789754 (C.T. Folio 906/789754),
1085, 1086, 1087, 1088

906 in D.P. 789754 (C.T. Folio 906/789754),
1085, 1086, 1087, 1088, 1089

906 in D.P. 789754 (C.T. Folio 906/789754),
1085, 1086, 1087, 1088, 1089, 1090

906 in D.P. 789754 (C.T. Folio 906/789754),
1085, 1086, 1087, 1088, 1089, 1090, 1091

906 in D.P. 789754 (C.T. Folio 906/789754),
1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092

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

Easement for underground mains 1 wide

Schedule of lots etc., affected

Lots burdened

1065, 1072

Authority benefited

Prospect County Council

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

Easement for electricity purposes 2.75 wide

Schedule of lots etc., affected

Lot burdened

1093

Authority benefited

Prospect County Council



Handwritten signature or 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 5 Sheets)

PART 1

PLAN **DP791529**

Plan of subdivision of Lot 902 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

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

Easement for transmission line variable width

Schedule of lots etc., affected

Lots burdened

1054, 1055, 1069, 1070,
1071, 1072, 1073

Authority benefited

Prospect County Council

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

Restriction on use

Schedule of lots etc., affected

Lots burdened

Each Lot

Lots benefited

Every Other Lot

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

Restriction on use

Schedule of lots etc., affected

Lot burdened

1094

Authority benefited

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 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 secondly referred to in abovementioned plan.

PROSPECT COUNTY COUNCIL



Handwritten initials or 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 3 of 5 Sheets)

PART 2

PLAN **DP791529**

Plan of subdivision of Lot 902 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

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 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 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 electricity transmission mains wires cables towers poles and ancillary works on the surface undersurface or subsoil of the said easement for the transmission of electricity and for purposes incidental thereto through and/or in and/or over and/or 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 to cut or trim or lop trees branches and other growths or foliage and to remove any other obstructions of any kind whatsoever which now or at any time hereafter may overhang encroach or be in or on the said easement and which may or may be likely to interfere with any right leave liberty or licence granted hereunder and for any of the purposes aforesaid for the Council and every person authorised by it 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 person and to bring and place and leave thereon or remove therefrom all necessary material machinery implements and things provided that the 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 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 fourthly 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 4 of 5 Sheets)

PART 2

PLAN DP791529

Plan of subdivision of Lot 902 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 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 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 or modify the restriction on use fifthly referred to in abovementioned plan.

NEW SOUTH WALES LAND AND HOUSING CORPORATION



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 5 of 5 Sheets)

PART 2

PLAN **DP791529**

Plan of subdivision of Lot 902 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 have 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

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:)

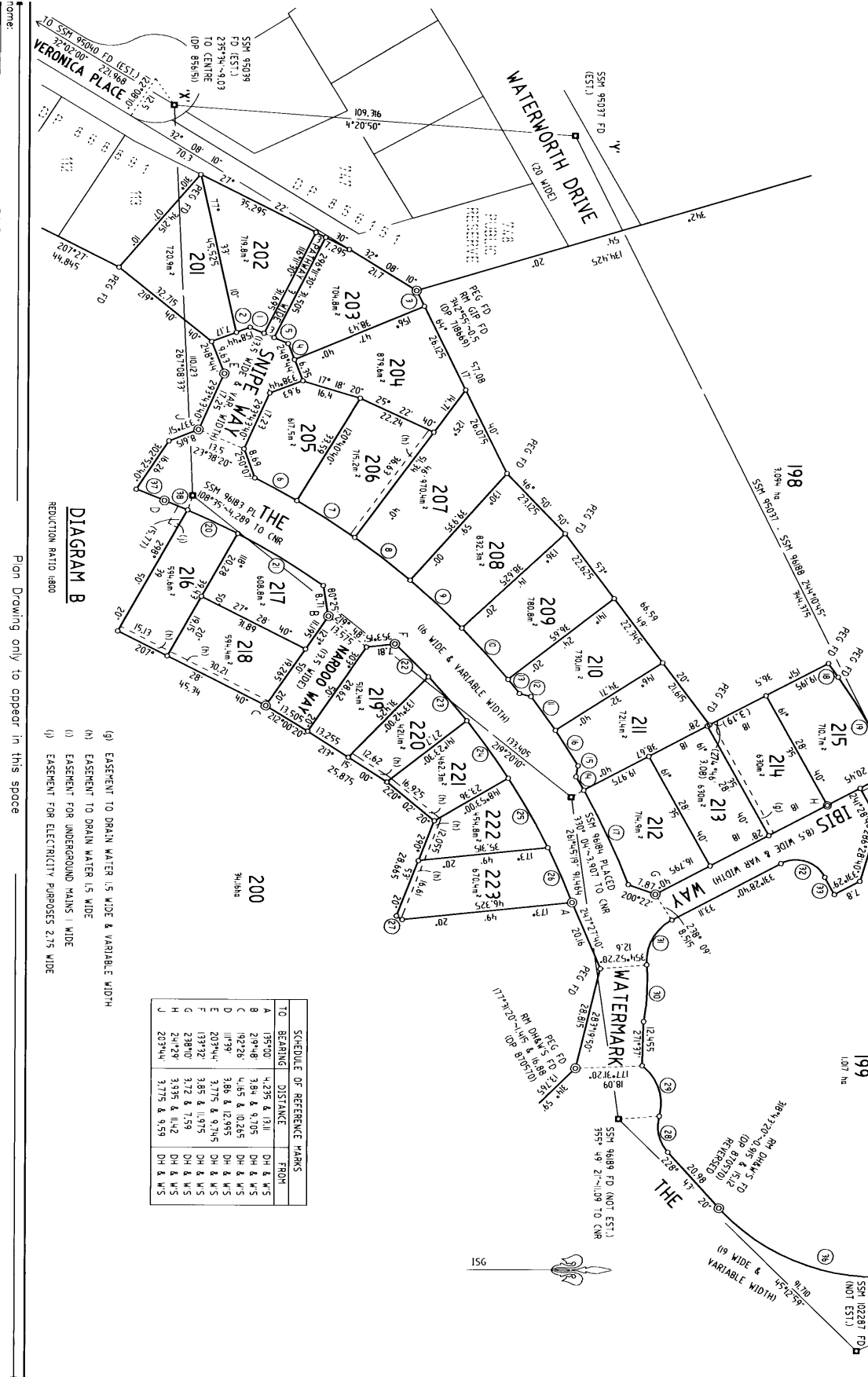
New South Wales Land and Housing Corporation
by its delegate:

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REGISTERED  25-8-1989

SCHEDULE OF SHORT & CURVED BOUNDARIES									
No.	BEARING	DISTANCE	ARC	RADIUS	No.	BEARING	DISTANCE	ARC	RADIUS
1	203°44'	4.155			19	60°00'	30.785	30.41	200
2	158°44'	4.885			20	25°50'30"	15.445	15.5	19.5
3	64°17'40"	4.825			21	32°03'40"	27.149	27.51	196.5
4	248°44'	4.625			22	4°25'50"	12.965	12.97	196.5
5	203°44'	4.155			23	49°40'30"	16.205	16.21	196.5
6	203°44'40"	13.05			24	54°45'40"	19.675	19.68	196.5
7	203°44'40"	18.91			25	61°02'00"	22.325	22.34	196.5
8	203°44'40"	18.95			26	64°43'50"	16.74	16.745	196.5
9	223°38'40"	14.485			27	20°15'00"	1.9		196.5
10	228°44'20"	19.5			28	25°42'30"	10.38	10.81	196.5
11	23°45'40"	11.61			29	25°44'40"	14.93	15.805	196.5
12	194°55'20"	3.235			30	272°45'40"	15.345	15.995	196.5
13	23°45'40"	5.03			31	272°45'40"	15.345	15.995	196.5
14	240°52'30"	4.34			32	298°10'30"	12.73	14.195	196.5
15	271°55'10"	3.15							
16	278°08'20"	11.88							
17	245°24'30"	23.195							
18	55°18'40"	4.645							



SCHEDULE OF REFERENCE MARKS			
TO BEARING	DISTANCE	FROM	
A	195°00'	4.275 & 13.11	DI & WS
B	2°48'	3.84 & 9.705	DI & WS
C	192°26'	4.165 & 10.265	DI & WS
D	117°39'	3.86 & 12.945	DI & WS
E	203°44'	3.775 & 9.745	DI & WS
F	133°32'	3.85 & 11.975	DI & WS
G	238°10'	3.72 & 7.59	DI & WS
H	24°29'	3.935 & 11.42	DI & WS
J	203°44'	3.775 & 9.59	DI & WS

DIAGRAM B

REDUCTION RATIO 1:800

Plan Drawing only to appear in this space

(g) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE WIDTH

(h) EASEMENT TO DRAIN WATER 1.5 WIDE

(i) EASEMENT FOR UNDERGROUND MAINS 1 WIDE

(j) EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE

DP 872000

Registered

This is sheet 2 of my plan in 2 sheets dated 11th AUGUST 1997

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate of Survey No. 11977

For use where space is insufficient in any point on Plan Form 2

Supervisor's REFERENCE: 892630p3

Reduction Ratio 1:800

DP 872000

8.10.1997

11/10/97

Surveyor

Council Clerk

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

(Lengths are in metres)

Sheet 1 of ¹²11 sheets

DP 872000

Subdivision of Lots 267, 268 and 269
D.P. 870570
Covered by Council Clerk's Certificate
No. 58 Dated: 1997

PART 1

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

**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

206
216
218
220
221
222
223

Lots,name of road or Authority benefited

204
200
200 and 216
219
219 and 220
219, 220 and 221
219, 220, 221 and 222

**2. IDENTITY OF EASEMENT
SECONDLY REFERRED TO IN
THE ABOVEMENTIONED PLAN**

Easement to Drain Water 1.5 wide and
variable width

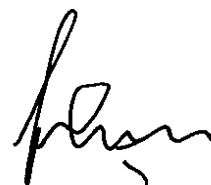
SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

214

Lots,name of road or Authority benefited

198



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

(Lengths are in metres)

Sheet 2 of ¹² 11 sheets

DP 872000

Subdivision of lots 267, 268 and 269
DP. 870570
Covered by Council Clerk's Certificate
No. 58 Dated: 1997

PART 1

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

3. IDENTITY OF RESTRICTION
THIRDLY REFERRED TO IN
THE ABOVEMENTIONED PLAN

Restrictions on the Use of Land

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

each lot
except 198, 199 and 200

every other lot

4. IDENTITY OF RESTRICTION
FOURTHLY REFERRED TO IN
THE ABOVEMENTIONED PLAN

Restrictions on the Use of Land

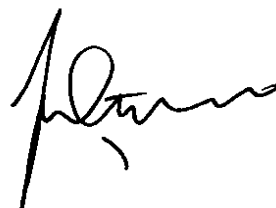
SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

each lot
except 198, 199 and 200

every other lot



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

(Lengths are in metres)

Sheet 3 of ¹²11 sheets

DP 872000

Subdivision of lots 267, 268 and 269
DP. 870570
Covered by Council Clerk's Certificate
No. 58 Dated: 1997

PART 1

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

5. IDENTITY OF EASEMENT
FIFTHLY REFERRED TO IN
THE ABOVEMENTIONED PLAN

Easement for Underground Mains 1 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

199
200

Integral Energy Australia
Integral Energy Australia

6. IDENTITY OF EASEMENT
SIXTHLY REFERRED TO IN
THE ABOVEMENTIONED PLAN

Easement for Electricity Purposes 2.75 wide

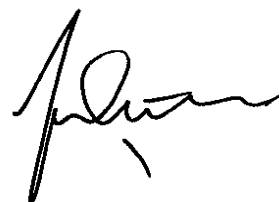
SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

200

Integral Energy Australia



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

(Lengths are in metres)

12
Sheet 4 of 11 sheets

DP 872000

Subdivision of Lots 267, 268 and 269
D.P. 870570
Covered by Council Clerk's Certificate
No. 58 Dated: 1997

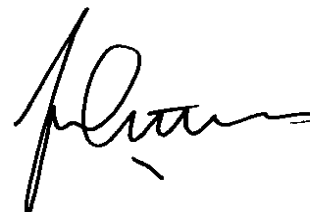
PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. No fence constructed with steel or coated metal or aluminium sheeting or fibre cement or asbestos or fibreglass or any other material of similar nature shall be erected or be permitted to remain erected on or adjacent to a boundary of the burdened lot adjoining a Public Reserve or a Public Pathway or a street frontage.
2. No fence shall be erected or be permitted to remain erected on the front street alignment of any burdened lot nor between the front street alignment and the building line as fixed by Council for that lot, unless approved by Bradman Cascades. In the case of any burdened lot which has more than one street frontage the erection of a fence shall only be so restricted if and only if a garden area of 2 square metres is provided at 10 metre intervals along that fenced frontage.
3. No paling fence shall be erected or permitted to remain erected on the boundary of any burdened lot unless it is a lapped, capped and stained timber fence.
4. No fence shall be erected or permitted to remain erected on any side or rear boundary of any burdened lot unless it is of capped construction and at least 1.8 metres high utilising any material approved in writing by Bradman Cascades.
5. No fence shall be erected or permitted to remain erected on any burdened lot to divide it from any adjoining land owned by Bradman Cascades without prior written consent of Bradman Cascades but such consent shall not be withheld if the fence is erected without expense to Bradman Cascades provided that this restriction shall remain in force only during such times as Bradman Cascades is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.



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

(Lengths are in metres)

12
Sheet 5 of 11 sheets

DP 872000

Subdivision of Lots 267, 268 and 269
D.P. 870570
Covered by Council Clerk's Certificate
No. 58 Dated: 1997

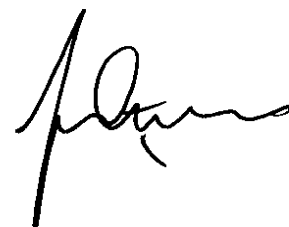
PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN
(Cont.)

6. No main building shall be erected or permitted to remain erected on any burdened lot having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):
of less than 185m² for lots greater than or equal to 700m²
of less than 140m² for lots greater than or equal to 550m² and less than 700m²
of less than 120m² for lots less than 550m²
7. No main building shall be erected or permitted to remain erected on any burdened lot unless it has a garage with a minimum floor area of 32 square metres, and unless the garage is constructed under the same roof as the main building erected on such burdened lot, or where separate from the main building the garage is constructed in the same materials, colours and roof pitch as the main building.
8. For a period of five (5) years only following the date of registration of the abovementioned plan no building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot without the detailed building plans, elevation and specifications relating only to its external appearance and position having first been submitted to and approved in writing by Bradman Cascades or a qualified architect nominated by Bradman Cascades who shall (at the expense of Bradman Cascades) promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building. Each of Bradman Cascades or nominated architect (as the case may be) shall have an absolute discretion to refuse or give approval, subject to conditions without being obliged to furnish reasons for any such decision or conditions. Bradman Cascades will not withhold its consent where the building plans, elevations and specifications conform in all respects with its "Residential Guidelines" for this land published from time to time.



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

(Lengths are in metres)

12
Sheet 6 of 11 sheets

DP 872000

Subdivision of Lots 267, 268 and 269
D.P. 870570
Covered by Council Clerk's Certificate
No. 58 Dated: 1997

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN
(Cont.)

9. No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, glass or other natural materials. Materials other than brick or glass shall not be used in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the reasonable satisfaction of Bradman Cascades that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred (at the expense of Bradman Cascades) for determination by Architect whose decision shall be final and binding.

10. No building shall be erected or permitted to remain on the burdened lot having what is commonly known as a "flat roof" or a roof constructed of any material other than:

10.1 Terracotta roof tiles

10.2 concrete roof tiles

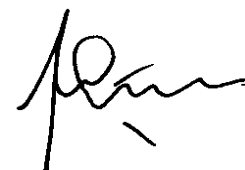
10.3 timber shingles

10.4 slate

10.5 corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process; or

10.6 such other material as may be approved by Bradman Cascades in its absolute discretion.

11. No carports shall be erected or permitted to remain erected on any burdened lot.



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

(Lengths are in metres)

Sheet 7 of ¹² 11 sheets

PLAN DP872000

Subdivision of Lots 267, 268 and 269
D.P. 870570
Covered by Council Clerk's Certificate
No. 58 Dated: 1997

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN
(Cont.)

12. No metal or similar type of prefabricated "lawn locker" shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street.
13. No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of asphalt, pavers, exposed aggregates or concrete with stamped or stencilled finishes.
14. No noxious noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any burdened lot.
15. No "For Sale" sign shall be erected or displayed on any burdened lot for a period of three (3) years after the date of its transfer by Bradman Cascades and no other type of advertisement, hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Bradman Cascades who shall have the right to remove any such other advertisement, hoarding sign or matter without notice.
16. No main building shall be used or permitted to be used for display of any exhibition home or for the promotion or sale of homes without the prior written consent of Bradman Cascades.
17. No trucks or commercial vehicles exceeding 3 tonnes in weight are to be kept in any burdened lot.



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

(Lengths are in metres)

Sheet 8 of ¹² sheets

PLAN DP 872000

Subdivision of Lots 267, 268 and 269
D.P. 870570
Covered by Council Clerk's Certificate
No. 58 Dated: 1997

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN
(Cont.)

18. No temporary, partial or relocated building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with the building of the residence.
19. No excavation material, trees, builders waste or other substances shall be deposited on adjoining lots to the lots burdened.
20. No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of three months after the date of practical completion of the main building unless the front area of the lot between the building line and the street is landscaped utilising turf, garden beds, driveway and other landscaped materials approved by Bradman Cascades.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF RESTRICTIONS THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Bradman Cascades Pty. Limited

TERMS OF RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. No fence constructed with coated metal commonly known as "Colorbond fencing" shall be erected or be permitted to remain erected on a boundary of the burdened lot fronting a Public Reserve or Road.
2. No rear or side fencing fronting Public Reserves and Roads shall be erected or be permitted to remain erected unless it is of uniform construction of a quality design approved by the Council of the Municipality of Camden, with gate provided to Public Reserves, and generally of high quality timber construction consisting of exposed posts with appropriate fence landscaping approved by the Council of the Municipality of Camden.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF RESTRICTIONS FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Council of the Municipality of Camden



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

(Lengths are in metres)

Sheet 9 of ¹² sheets

PLAN DP812000

Subdivision of Lots 267, 268 and 269
D.P. 870570
Covered by Council Clerk's Certificate
No. 58 Dated: 1997

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

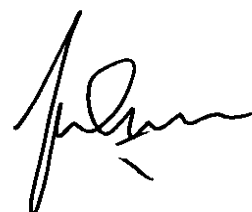
TERMS OF EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

An easement for the transmission of electricity with full and free right leave liberty and licence for Integral Energy Australia 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 of the land hereby burdened shall nor erect or permit to be erected any building or other erection of any kind or description 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 Integral Energy Australia's permission in writing being first had and obtained PROVIDED that anything permitted by Integral Energy under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of Integral Energy Australia and to the reasonable satisfaction of the Engineer of Integral Energy Australia for the time being.

TERMS OF EASEMENT SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Full and free right and licence for the Authority Benefited to erect a padmounted substation on the lot burdened for the purpose of transmission of electricity and incidental purposes together with the following rights:

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



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

(Lengths are in metres)

Sheet 10 of ¹²~~11~~ sheets

PLAN DP872000

Subdivision of Lots 267, 268 and 269
D.P. 870570
Covered by Council Clerk's Certificate
No. 58 Dated: 1997

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF EASEMENT SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN (Cont.)

to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the padmounted substation, and

to remove any encroachments from the easement site, and

to excavate the easement site for the purpose of this easement.

In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance of the lot burdened and will restore that surface as nearly as practicable to its original condition.

The Owner of the lot burdened covenants with the Authority Benefited that the Owner:

will not erect or permit to be erected any structure on or over the easement site, and

will not alter the surface level of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and

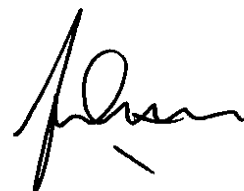
will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted

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

"**Authority Benefited**" means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorised by it.

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

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



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

(Lengths are in metres)

Sheet 11 of ¹² sheets

PLAN DP872000

Subdivision of Lots 267, 268 and 269
D.P. 870570
Covered by Council Clerk's Certificate
No. 58 Dated: 1997

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF EASEMENT SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN (Cont.)

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

"Easement site" means that part of the lot burdened subject to the easement.

The terms implied by s.88A (2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF RESTRICTIONS THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Integral Energy Australia

The Common Seal of
BRADMAN CASCADES Pty. Ltd.
was hereunto affixed by
authority of the Directors.



.....
Secretary

.....
Director

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

(Lengths are in metres)

Sheet 12 of 12 sheets

PLAN DP 872000

Subdivision of Lots 267, 268 & 269

DP 870570

Covered by Council Clerk's Certificates

No. 58 Dated 1997

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

Signed in my presence by
Christopher Patrick Mitchell
as attorney for Villa World
Limited pursuant to power of
attorney dated 27 May 1997
registered book 4164 no. 394
pursuant to which this
instrument has been
executed



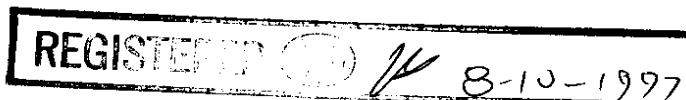
By Joseph
M.A. JOSEPH
1 Farrer Pl
Sydney

Signed for and on behalf of
ADVANCE BANK AUSTRALIA LIMITED
(A.C.N. 002 953 335) by its
attorneys under power of attorney
dated 18 April, 1996 registered No. 361
Book 4131.

ATTORENEY
Print Name: David Malcolm Matheson
Position Held: Senior Manager Loans Management

ATTORENEY
Print Name: Ken Sue
Position Held: Manager Loans Management

WITNESS
Print Name: Steve PARKER



•OFFICE USE ONLY

DP 873471

Registered 8-4-12-1997

This sheet & of my plan in 2 sheets dated 13th NOVEMBER 1997

[Signature]

Surveyor registered under Surveyors Act, 1929

1, 2, 3, 4, 5, 6, 7, 8, 9, 10

✓
✓
✓
✗

Council Clerk

Plan form 2.

№.	BEARING	CHORD	ARC	RADIUS	№.	BEARING	CHORD	ARC	RADIUS
1	00°10'0"	0.176	12.8	13	82°49'	6.517	6.845	13	100.5
2	30°48'0"	0.7945	18.065	13	88°32'0"	6.265	6.205	100.5	100.5
3	76°48'30"	0.93	0.3	13	23°15'	1.375	1.285	100.5	100.5
4	77°55'	0.81	0.805	11	30°42'0"	1.285	1.282	100.5	100.5
5	27°17'	1.12	1.12	52.25	37°30'0"	1.2565	1.2575	100.5	100.5
6	34°00'	1.25	1.015	28	45°40'0"	1.25	1.25	100.5	100.5
7	44°45'00"	1.418	0.71	21.25	54°22'30"	0.6	0.6	100.5	100.5
8	12°10'10"	1.025	1.025	71	12°14'30"	0.6	1.04	13	100.5
9	22°10'0"	1.2715	12.76	28	30°42'30"	0.6	0.6	11	100.5
10	22°10'30"	5.01	15.04	120	30°10'00"	26.315	26.5%	11	100.5
11	21°5'30"	12.55	12.52	120	31°15'24'00"	1.05	1.05	59	100.5
12	22°56'	12.85	12.86	120	32°15'45'00"	0.88	0.88	59	100.5
13	22°03'	12.945	12.945	120	33°15'42'00"	22.28	22.285	74	100.5
14	18°44'00"	5.555	5.5555	120	34°18'45'	12.47	12.47	0	100.5
15	22°10'45'00"	6.57	6.273	9	35°22°05'00"	1.81	1.82	32.75	100.5
16	21°15'12'00"	6.285	6.29	34	24°55'50"	1.085	1.0875	62.75	100.5
17	21°15'12'00"	6.59	15.93	13	37°22'30"	0.88	0.75	14	100.5
18	18°27'10"	7.66	7.755	13	22°10'45'	12.845	13.015	59	100.5
19	18°27'10"	8.13	8.48	13	30°45'20"	1.265	1.265	59	100.5
20	82°50'0"	6.845	6.848	13	41°17'20"	25.08	26.18	26	100.5

SCHEDULE of CURVED BOUNDARIES

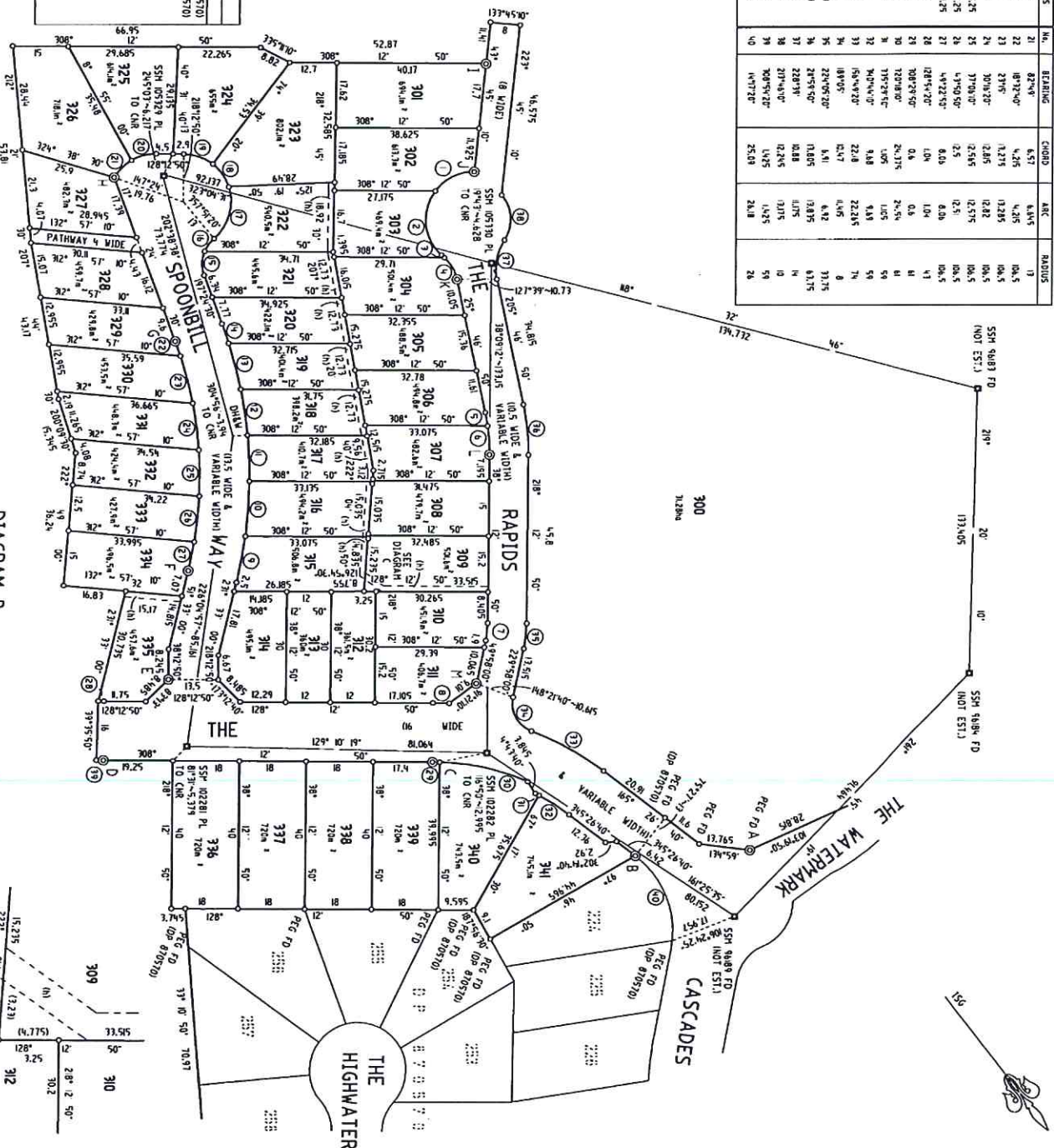


DIAGRAM B

1.755

(h) EASEMENT TO DRAIN WATER 1.5 WIDE

Plan Drawing only to appear in this space

Reduction Ratio 1: 800
SURVEYOR'S REFERENCE: 09263.DP:5

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

(Lengths are in metres)

PLAN

DP 873471

Sheet 1 of ⁹8 sheets

STAGE 3A

Subdivision of Lot 200 D.P. 872000

Covered by Council Clerk's Certificate

No. 66/97 Dated: 1997

PART 1

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

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

Lots,name of road or Authority benefited

322

323

321

323 and 322

320

323, 322 and 321

319

323, 322, 321 and 320

318

323, 322, 321, 320 and 319

317

323, 322, 321, 320, 319 and 318

316

323, 322, 321, 320, 319, 318 and 317

315

323, 322, 321, 320, 319, 318, 317 and 316

309

323, 322, 321, 320, 319, 318, 317, 316 and 315

335

300

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

(Lengths are in metres)

Sheet 2 of ⁹8 sheets

PLAN

DP 873471

Subdivision of Lot 200 D.P. 872000
Covered by Council Clerk's Certificate
No. 66/97 Dated: 1997

PART 1

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

2. IDENTITY OF POSITIVE
COVENANT SECONDLY REFERRED
TO IN THE ABOVEMENTIONED PLAN

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots.name of road or Authority benefited

312 and 313

every other lot

3. IDENTITY OF POSITIVE
COVENANT THIRDLY REFERRED
TO IN THE ABOVEMENTIONED PLAN

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots, name of road or Authority benefited

317,318,319,320,329 and 333

every other lot

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

(Lengths are in metres)

Sheet 3 of ⁹8 sheets

PLAN ~~DP 873711~~
DP 873471

Subdivision of Lot 200 D.P. 872000

Covered by Council Clerk's Certificate
No. 66/97 Dated: 1997

PART 1

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

**4. IDENTITY OF RESTRICTION
FOURTHLY REFERRED TO IN
THE ABOVEMENTIONED PLAN**

Restrictions on the Use of Land

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots, name of road or Authority benefited

each lot
except 300

every other lot

**5. IDENTITY OF RESTRICTION
FIFTHLY REFERRED TO IN
THE ABOVEMENTIONED PLAN**

Restrictions on the Use of Land

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots, name of road or Authority benefited

314, 319, 326, 328, 330, 331 and 332

every other lot

PART 2

TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Any dwelling to be erected on the lot herein burdened shall be constructed with the eastern wall of the dwelling on but not over the eastern boundary of the lot herein burdened.

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE ABOVEMENTIONED
PLAN**

Bradman Cascades Pty. Limited

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

(Lengths are in metres)

Sheet 4 of ⁹8 sheets

PLAN ~~DP 873471~~
DP 873471

Subdivision of Lot 200 D.P. 872000
Covered by Council Clerk's Certificate
No. 60/97 Dated: 1997

PART 2

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF POSITIVE COVENANT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Any dwelling to be erected on the lot herein burdened shall be constructed with the southern wall of the dwelling on but not over the southern boundary of the lot herein burdened.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF POSITIVE COVENANT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Bradman Cascades Pty. Limited

TERMS OF RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. No fence constructed with steel or coated metal or aluminium sheeting or fibre cement or asbestos or fibreglass or any other material of similar nature shall be erected or be permitted to remain erected on or adjacent to a boundary of the burdened lot adjoining a Public Reserve or a Public Pathway or a street frontage.
2. No fence shall be erected or be permitted to remain erected on the front street alignment of any burdened lot nor between the front street alignment and the building line as fixed by Council for that lot, unless approved by Bradman Cascades. In the case of any burdened lot which has more than one street frontage the erection of a fence shall only be so restricted if and only if a garden area of 2 square metres is provided at 10 metre intervals along that fenced frontage.
3. No fence shall be erected or permitted to remain erected on the boundary of any burdened lot unless it is a lapped, capped and stained timber fence.
4. No mobile garbage bin for Lot 301 shall be placed for collection on the road reserve except at a suitable collection point adjacent to the curved road boundary of Lot 302 and removed as soon as possible thereafter.

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

(Lengths are in metres)

Sheet 5 of ⁹~~8~~ sheets

PLAN DP873471

Subdivision of Lot 200 D.P. 872000
Covered by Council Clerk's Certificate
No. 66/97 Dated: 1997

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN
(Cont.)

5. No fence shall be erected or permitted to remain erected on any burdened lot to divide it from any adjoining land owned by Bradman Cascades without prior written consent of Bradman Cascades but such consent shall not be withheld if the fence is erected without expense to Bradman Cascades provided that this restriction shall remain in force only during such times as Bradman Cascades is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.
6. No main building shall be erected or permitted to remain erected on any burdened lot having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):
 - of less than 185m² for lots greater than or equal to 700m²
 - of less than 140m² for lots greater than or equal to 550m² and less than 700m²
 - of less than 120m² for lots less than 550m²
7. No main building shall be erected or permitted to remain erected on any burdened lot unless it has a garage with a minimum floor area:
 - of 32m² for lots greater than 450m²
 - of 16m² for lots less than 450m²and unless the garage is constructed under the same roof as the main building erected on such burdened lot, or where separate from the main building the garage is constructed in the same materials, colours and roof pitch as the main building.
8. For a period of five (5) years only following the date of registration of the abovementioned plan no building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot without the detailed building plans, elevation and specifications relating only to its external appearance and position having first been submitted to and approved in writing by Bradman Cascades or a qualified architect nominated by Bradman Cascades who shall (at the expense of Bradman Cascades) promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the

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

(Lengths are in metres)

9
Sheet 6 of 8 sheets

PLAN DP 873471

Subdivision of Lot 200 D.P. 872000
Covered by Council Clerk's Certificate
No. 66/97 Dated: 1997

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN
(Cont.)

proposed building. Each of Bradman Cascades or nominated architect (as the case may be) shall have an absolute discretion to refuse or give approval, subject to conditions without being obliged to furnish reasons for any such decision or conditions. Bradman Cascades will not withhold its consent where the building plans, elevations and specifications conform in all respects with its "Residential Guidelines" for this land published from time to time.

9. No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, glass or other natural materials. Materials other than brick or glass shall not be used in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the reasonable satisfaction of Bradman Cascades that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred (at the expense of Bradman Cascades) for determination by Architect whose decision shall be final and binding.

10. No building shall be erected or permitted to remain on the burdened lot having what is commonly known as a "flat roof" or a roof constructed of any material other than:

- 10.1 Terracotta roof tiles
- 10.2 concrete roof tiles
- 10.3 timber shingles
- 10.4 slate
- 10.5 corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process; or
- 10.6 such other material as may be approved by Bradman Cascades in its absolute discretion.

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

(Lengths are in metres)

Sheet 7 of ⁹8 sheets

PLAN

Subdivision of Lot 200 D.P. 872000
Covered by Council Clerk's Certificate
No. 66/97 Dated: 1997

DP 873471

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN
(Cont.)

11. No carports shall be erected or permitted to remain erected on any burdened lot.
12. No metal or similar type of prefabricated "lawn locker" shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street.
13. No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of pavers, exposed aggregates or concrete with stamped or stencilled finishes.
14. No noxious noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any burdened lot.
15. No "For Sale" sign shall be erected or displayed on any burdened lot for a period of three (3) years after the date of its transfer by Bradman Cascades and no other type of advertisement, hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Bradman Cascades who shall have the right to remove any such other advertisement, hoarding sign or matter without notice.
16. No main building shall be used or permitted to be used for display of any exhibition home or for the promotion or sale of homes without the prior written consent of Bradman Cascades.
17. No trucks or commercial vehicles exceeding 3 tonnes in weight are to be kept in any burdened lot.
18. No temporary, partial or relocated building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with the building of the residence.
19. No excavation material, trees, builders waste or other substances shall be deposited on adjoining lots to the lots burdened.

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

(Lengths are in metres)

9
Sheet 8 of 8 sheets

PLAN

Subdivision of Lot 200 D.P. 872000
Covered by Council Clerk's Certificate
No. 66/97 Dated: 1997

DP 873471

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty. Limited
Level 3,
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN
(Cont.)

20. No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of three months after the date of practical completion of the main building unless the front area of the lot between the building line and the street is landscaped utilising turf, garden beds, driveway and other landscaped materials approved by Bradman Cascades.

21. No single storey building shall be erected or permitted to remain erected on any lot with a roof pitch of less than 25 degrees on lots less than 480m².

22. No garage or part thereof shall be erected or permitted to remain erected in front of the main building for lots with an area less than 550m².

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF RESTRICTIONS FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Bradman Cascades Pty. Limited


TERMS OF RESTRICTION FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

No main building shall be erected or permitted to be erected on the lot herein burdened unless constructed of two storeys.

The Common Seal of
BRADMAN CASCADES Pty. Ltd.
was hereunto affixed by
authority of the Directors.




Secretary


Director

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

(Lengths are in metres)

Sheet 9 of 9 sheets

DP 873471

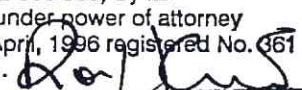
Subdivision of Lot 200 DP 872000
Covered by Council Clerk's Certificate
No. Dated:

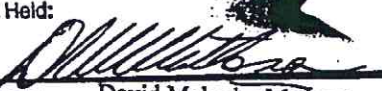
PART 2


FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

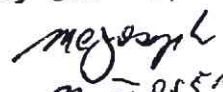
Signed for and on behalf of
ADVANCE BANK AUSTRALIA LIMITED
(A.C.N. 002 953 335) by its
attorneys under power of attorney
dated 18 April, 1996 registered No. 361
Book 4131.


ATTORNEY Robert Norman Holmkvist
Print Name: Robert Norman Holmkvist
Position Held: Manager Loans Management


ATTORNEY David Malcolm Matheson
Print Name: David Malcolm Matheson
Position Held: Senior Manager Loans Management


WITNESS
Print Name: Steve Parker

Signed in my presence by
Andrew Lee Price pursuant
to power of attorney dated
27 May 1997 registered
book 4167 no. 394 pursuant
to which this document
has been executed.


M. Joseph
1 Farrer M Sydney



REGISTERED



4.12.1997

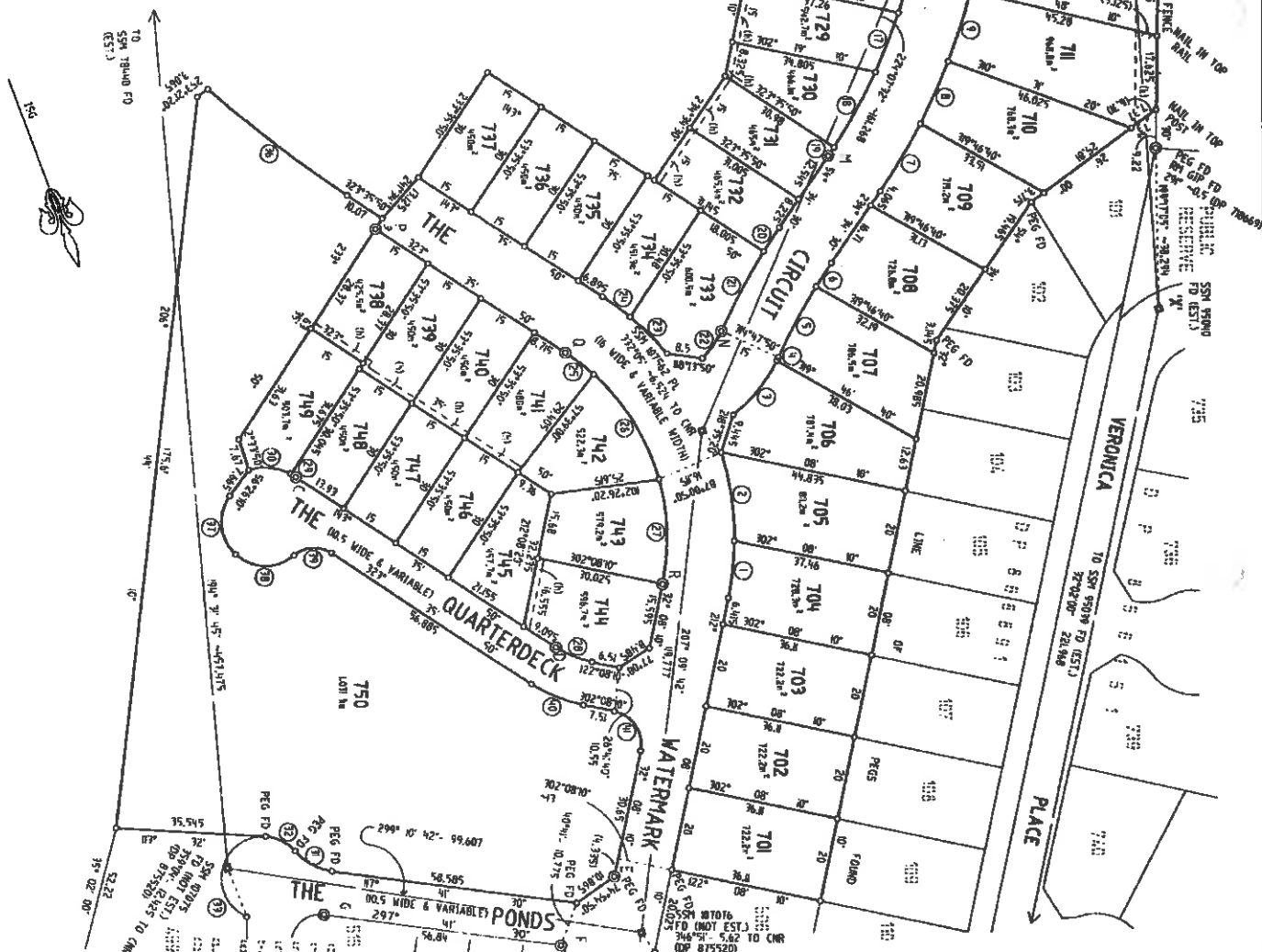
name

TO	BEARING	SCHEDULE OF REFERENCE MARKS	FROM
A	40° 00'	1	G.P.
B	27° 30'	1	G.P.
C	23° 30'	1	G.P. N.W. COR.
D	23° 30' S.	3.95 & 22.12	D.H. 4' x 4'
E	23° 30' S.	1	G.P. N.W. COR.
F	17° 45' S.	1	D.H. 4' x 4'
G	40° 00'	0.08	D.H. 4' x 4'
H	40° 00'	18.95 & 0.85	D.H. 4' x 4'
I	7° 00'	13.6 & 0.55	D.H. 4' x 4'
J	27° 30'	3.67 & 10.95	2' x 4' 4"
K	17° 45'	13.92 & 9.34	2' x 4' 4"
L	10° 00'	3.05 & 4.05	2' x 4' 4"
M	10° 00'	3.05 & 10.00	2' x 4' 4"
N	34° 00'	1.05 & 10.05	D.H. 4' x 4'
O	34° 00' S.	5.9 & 16.95	D.H. 4' x 4'
P	34° 00' S.	3.05 & 12.02	D.H. 4' x 4'
Q	27° 30'	18.95 & 12.08	D.H. 4' x 4'

Rad.	Beam	Chord	ARC	MOI/5	Beam	Chord	ARC	Rad
1	200°30'	13.65	13.75	6.9	22	12.2	12.95	22
2	169°54'	21.75	21.5	21	23	8.2	8.25	69
3	239°30'	16.5	16.2	24	24	0.8	0.8	68
4	234°30'	0.65	0.65	37	25	20.75	20.75	92.895
5	228°50'	19.0	19.25	38	26	24.35	24.35	53
6	238°30'	6.65	6.65	51	27	25.02	25.25	49
7	230°30'	0.75	0.65	52	28	9.27	9.25	24.75
8	224°30'	13.2	13.2	50	29	0.75	0.75	24.75
9	210°30'	17.52	17.53	59	30	10.22	10.25	19
10	219°30'	16.9	16.5	59	31	10.35	10.35	18
11	204°30'	16.35	16.35	59	32	7.84	8.1	10
12	200°30'	5.28	4.25	63	33	16.65	21.85	10
13	200°30'	7.05	7.5	68.75	34	9.5	14.7	30
14	200°30'	7.05	7.5	68.75	35	17.05	15.75	5.75
15	200°30'	15.01	15.01	78	36	18.9	18.5	10.5
16	195°20'	5.02	4.65	78	37	14.05	14.05	7.5
17	190°30'	5.2	5.2	78	38	13.25	13.25	30.75
18	184°20'	20.65	20.7	78	39	11.95	11.95	0
19	179°20'	2.65	2.65	78	40	1.95	1.95	0
20	174°20'	2.55	2.55	78				
21	169°20'	2.55	2.55	78				

DIAGRAM B

REDUCTION RATIO 1:300



- (h) EASEMENT TO DRAIN WATER 1.5 WIDE
- (i) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (k) RESTRICTION ON THE USE OF LAND (a)

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 8926727

Reduction Ratio 1: 800

1

AMENDMENT RM C & D MADE IN LTO AT SURVEYORS REQUEST VIDE 3785/98 20.11.1998

LP 876122

Registered  26.3.008

dated 6th MARCH 1998

pk/mg

Surveyor registered under Surveyors Act 1928

This is sheet 3 of the plan of 3
 sheets covered by my Certificate No. 3
of 15/4/88

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

Council Clerk

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

(Lengths are in metres)

Sheet 1 of ⁹8 sheets

DP 876122

Subdivision of Lot 500 DP 875520
Covered by Council Clerk's Certificate
No. 15/98 Dated: 20 MARCH
1998

PART 1

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Ltd
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

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

720
721
722
723
724
725
727
728
729
730
731
732
744
741
740
739
738

Lots,name of road or Authority benefited

700
700 and 720
700, 720 and 721
700, 720, 721 and 722
700, 720, 721, 722 and 723
700, 720, 721, 722, 723 and 724
726
726 and 727
726, 727 and 728
726, 727, 728 and 729
726, 727, 728, 729 and 730
726, 727, 728, 729, 730 and 731
743
742
741 and 742
740, 741 and 742
739, 740, 741 and 742

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

(Lengths are in metres)

Sheet 2 of 9 sheets

PLAN

DP 876122

Subdivision of Lot 500 DP 875520
Covered by Council Clerk's Certificate
No. 15/98 Dated: 20 March
1998

PART 1

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Ltd
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

2. IDENTITY OF RESTRICTION
SECONDLY REFERRED TO IN
THE ABOVEMENTIONED PLAN

Restriction on the use of Land (a)

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

711 to 719 inclusive

Council of the Municipality of Camden

3. IDENTITY OF RESTRICTION
THIRDLY REFERRED TO IN
THE ABOVEMENTIONED PLAN

Restriction on the Use of Land (b)

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Each lot except Lot 700 and 750

every other Lot

4. IDENTITY OF EASEMENT
FOURTHLY 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

714

Integral Energy Australia

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

(Lengths are in metres)

Sheet 3 of ⁹ sheets

PLAN

DP876122

Subdivision of Lot 500 DP 875520
Covered by Council Clerk's Certificate
No. 15/98 Dated: 20 March
1998

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Ltd
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION ON THE USE OF LAND SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN

No tree or shrub may be removed, lopped or damaged without the prior consent from the Council of the Municipality of Camden within that area of the lot shown burdened on the abovementioned plan.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF RESTRICTION ON THE USE OF LAND THIRDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN

Council of the Municipality of Camden.

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

1. No fence constructed with steel or coated metal or aluminium sheeting or fibre cement or asbestos or fibreglass or any other material of similar nature shall be erected or be permitted to remain erected on or adjacent to a boundary of the burdened lot adjoining a Public Reserve or a Public Pathway or a street frontage.
2. No fence shall be erected or be permitted to remain erected on the front street alignment of any burdened lot nor between the front street alignment and the building line as fixed by Council for that lot, unless approved by Bradman Cascades. In the case of any burdened lot which has more than one street frontage the erection of a fence shall only be so restricted if and only if a garden area of 2 square metres is provided at 10 metre intervals along that fenced frontage.
3. No fence shall be erected or permitted to remain erected on the boundary of any burdened lot unless it is a lapped, capped and stained timber fence.
4. No fence shall be erected or permitted to remain erected on any burdened lot to divide it from any adjoining land owned by Bradman Cascades without prior written consent of Bradman Cascades but such consent shall not be withheld if the fence is erected without expense to Bradman Cascades provided that this restriction shall remain in force only during such times as Bradman Cascades is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.

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

(Lengths are in metres)

Sheet 4 of ⁹8 sheets

PLAN

DP 876122

Subdivision of Lot 500 DP 875520
Covered by Council Clerk's Certificate
No. 15/98 Dated: 20 March
1998

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Ltd
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION ON THE USE OF LAND THIRDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN (Cont.)

5. No main building shall be erected or permitted to remain erected on any burdened lot having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):
of less than 185m² for lots greater than or equal to 700m²
of less than 140m² for lots greater than or equal to 550m² and less than 700m²
of less than 120m² for lots less than 550m²
6. No main building shall be erected or permitted to remain erected on any burdened lot unless it has a garage with a minimum floor area:
of 32m² for lots greater than 450m²
of 16m² for lots less than 450m²
and unless the garage is constructed under the same roof as the main building erected on such burdened lot, or where separate from the main building the garage is constructed in the same materials, colours and roof pitch as the main building.
7. For a period of five (5) years only following the date of registration of the abovementioned plan no building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot without the detailed building plans, elevation and specifications relating only to its external appearance and position having first been submitted to and approved in writing by Bradman Cascades or a qualified architect nominated by Bradman Cascades who shall (at the expense of Bradman Cascades) promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building. Each of Bradman Cascades or nominated architect (as the case may be) shall have an absolute discretion to refuse or give approval, subject to conditions without being obliged to furnish reasons for any such decision or conditions. Bradman Cascades will not withhold its consent where the building plans, elevations and specifications conform in all respects with its "Residential Guidelines" for this land published from time to time.

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

(Lengths are in metres)

Sheet 5 of ⁹8 sheets

PLAN

DP 876122

Subdivision of Lot 500 DP 875520
Covered by Council Clerk's Certificate
No. 15/98 Dated: 20 March
1998

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Ltd
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION ON THE USE OF LAND THIRDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN (Cont.)

8. No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, glass or other natural materials. Materials other than brick or glass shall not be used in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the reasonable satisfaction of Bradman Cascades that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred (at the expense of Bradman Cascades) for determination by Bradman Cascades' Architect whose decision shall be final and binding.

9. No building shall be erected or permitted to remain on the burdened lot having what is commonly known as a "flat roof" or a roof constructed of any material other than:

- (i) Terracotta roof tiles
- (ii) concrete roof tiles
- (iii) timber shingles
- (iv) slate
- (v) corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process; or
- (vi) such other material as may be approved by Bradman Cascades in its absolute discretion.

10. No carports shall be erected or permitted to remain erected on any burdened lot.

11. No metal or similar type of prefabricated "lawn locker" shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street.

12. No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of pavers, exposed aggregates or concrete with stamped or stencilled finishes.

13. No noxious noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any burdened lot.

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

(Lengths are in metres)

Sheet 6 of 9 sheets

PLAN

DP 876122

Subdivision of Lot 500 DP 875520

Covered by Council Clerk's Certificate

No. 15/98

Dated: 20 JAN 1998

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Ltd

Level 3

10 Phillip Street

PARRAMATTA NSW 2150

TERMS OF RESTRICTION ON THE USE OF LAND THIRDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN (Cont.)

14. No "For Sale" sign shall be erected or displayed on any burdened lot for a period of three (3) years after the date of its transfer by Bradman Cascades and no other type of advertisement, hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Bradman Cascades who shall have the right to remove any such other advertisement, hoarding sign or matter without notice.
15. No main building shall be used or permitted to be used for display of any exhibition home or for the promotion or sale of homes without the prior written consent of Bradman Cascades.
16. No trucks or commercial vehicles exceeding 3 tonnes in weight are to be kept in any burdened lot.
17. No temporary, partial or relocated building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with the building of the residence.
18. No excavation material, trees, builders waste or other substances shall be deposited on adjoining lots to the lots burdened.
19. No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of three months after the date of practical completion of the main building unless the front area of the lot between the building line and the street is landscaped utilising turf, garden beds, driveway and other landscaped materials approved by Bradman Cascades.
20. No single storey building shall be erected or permitted to remain erected on any lot with a roof pitch of less than 25 degrees on lots less than 480m².
21. No garage or part thereof shall be erected or permitted to remain erected in front of the main building for lots with an area less than 550m².

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF RESTRICTION ON THE USE OF LAND THIRDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN

Bradman Cascades Pty. Limited

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

(Lengths are in metres)

Sheet 7 of ⁹8 sheets

PLAN

DP 876122

Subdivision of Lot 500 DP 875520
Covered by Council Clerk's Certificate
No. 15/98 Dated: 20 March
1998

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Ltd
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Memorandum Number 3021852

Description: Easement for Padmount Substation

1. Full and free right and licence for the Authority Benefited to erect a padmounted substation on the lot burdened for the purpose of transmission of electricity and incidental purposes together with the following rights:
 - a) to enter pass and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and
 - b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the padmounted substation, and
 - c) to remove any encroachments from the easement site, and
 - d) to excavate the easement site for the purpose of this easement.
2. In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.
3. The Owner of the lot burdened covenants with the Authority Benefited that the Owner:
 - a) will not erect or permit to be erected any structure on or over the easement site, and
 - b) will not alter the surface of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and
 - c) will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restrictedwithout the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

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

(Lengths are in metres)

Sheet 8 of ⁹ sheets

PLAN

DP 876122

Subdivision of Lot 500 DP 875520
Covered by Council Clerk's Certificate
No. 15/98 Dated: 20 March 1998

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Ltd
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN (Cont)

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

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

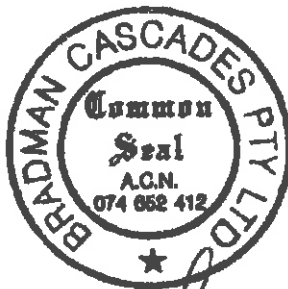
"Padmounted substation" means a padmounted electricity substation together with any underground or overhead electricity cables and any ancillary electrical equipment.

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

"Easement site" means that part of the lot burdened subject to the easement.

The terms implied by s.88A (2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

The Common Seal of
BRADMAN CASCADES PTY LTD
was hereunto affixed by
authority of the Directors.



M. M. M. M.
.....
Secretary

David Malcolm Matheson
.....
Director

Signed for and on behalf of
ADVANCE BANK AUSTRALIA LIMITED
(A.C.N. 002 953 335) by its
attorneys under power of attorney
dated 18 April, 1996 registered No. 361
Book 4131.

Y
Name: David Malcolm Matheson
Position Held: Senior Manager Loans Management
Ken Sue
ATTORNEY
Print Name: Ken Sue
Position Held: Manager Loans Management
Ad. D. D. D.
WITNESS
Print Name:

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

(Length are in metres)

Sheet 9 of 9 sheets

PLAN

DP 876122

Subdivision of Lot 500 DP875520
Covered by Council Clerk's
Certificate No. 15/98
Dated 20 March 1998

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

Signed in my presence
by Andrew Lee Price of behalf of ViewWorld Pty Ltd.
pursuant to power of
attorney dated
24/5/1997 registered
book 4107 no. 394
pursuant to which I
have executed this
instrument.



*Mr Joseph
Matthew Joseph
1 Farrer St Sydney*

REGISTERED



26.3.1998

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

(Lengths are in metres)

Sheet 1 of 1 sheets

DP 878396

Subdivision of LAA 700 DP 876122
Covered by Council Clerk's Certificate
No. 28/98 Dated: 17/6/98

PART 1

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

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

817
816
815
820
821
822
823
824
825
826
845

849
848
847
846
859
866
831
830
829
828
827

Lots, name of road or Authority benefited

818
817 and 818
816, 817 and 818
819
819 and 820
819, 820 and 821
819, 820, 821 and 822
819, 820, 821, 822 and 823
819, 820, 821, 822, 823 and 824
819, 820, 821, 822, 823, 824 and 825
726 DP 876122, 727 DP 876122, 728 DP
876122, 729 DP 876122, 730 DP 876122, 731
DP 876122, 732 DP 876122
800
849 and 800
848, 849 and 800
847, 848, 849 and 800
858
800
832
831 and 832
830, 831 and 832
829, 830, 831 and 832
828, 829, 830, 831 and 832

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

(Lengths are in metres)

Sheet 2 of ⁹8 sheets

DP 878396

Subdivision of Lot 700 DP 876122
Covered by Council Clerk's Certificate
No. 28/98 Dated: 12/6/98

PART 1

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

**2. IDENTITY OF RESTRICTION
SECONDLY REFERRED TO IN
THE ABOVEMENTIONED PLAN**

Restriction on the Use of Land

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

each lot except
800, 867, 868 and 869

Lots,name of road or Authority benefited

every other lot

**3. IDENTITY OF RESTRICTION
THIRDLY REFERRED TO IN
THE ABOVEMENTIONED PLAN**

Restriction on the Use of Land

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

each lot except
800, 867, 868 and 869

Lots, name of road or Authority benefited

every other lot

**4. IDENTITY OF RESTRICTION
FOURTHLY REFERRED TO IN
THE ABOVEMENTIONED PLAN**

Restriction on the Use of Land 5 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

807-814 inclusive

Lots, name of road or Authority benefited

Council of the Municipality of Camden

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

(Lengths are in metres)

Sheet 3 of ⁹ 8 sheets

PLAN DP878396

Subdivision of Lot 700 DP 876122
Covered by Council Clerk's Certificate
No. 28/98 Dated: 17/6/98

PART 1

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

**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

831,832,843,844 and 845

Council of the Municipality of Camden

PART 2

TERMS OF RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. No fence constructed with steel or coated metal or aluminium sheeting or fibre cement or asbestos or fibreglass or any other material of similar nature shall be erected or be permitted to remain erected on or adjacent to a boundary of the burdened lot adjoining a Public Reserve or a Public Pathway or a street frontage.
2. No fence shall be erected or be permitted to remain erected on the front street alignment of any burdened lot nor between the front street alignment and the building line as fixed by Council for that lot, unless approved by Bradman Cascades (Bradman Cascades Pty. Ltd.). In the case of any burdened lot which has more than one street frontage the erection of a fence shall only be so restricted if and only if a garden area of 2 square metres is provided at 10 metre intervals along that fenced frontage.
3. No fence shall be erected or permitted to remain erected on the boundary of any burdened lot unless it is a lapped, capped and stained timber fence.
4. No fence shall be erected or permitted to remain erected on any burdened lot to divide it from any adjoining land owned by Bradman Cascades without prior written consent of Bradman Cascades but such consent shall not be withheld if the fence is erected without expense to Bradman Cascades provided that this restriction shall remain in force only during such times as Bradman Cascades is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.

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

(Lengths are in metres)

Sheet 4 of ⁹8 sheets

PLAN DP878396

Subdivision of Lot 700 DP 876122
Covered by Council Clerk's Certificate
No. 23/78 Dated: 12/6/98

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN
(Cont.)

5. No main building shall be erected or permitted to remain erected on any burdened lot having a minimum floor area (excluding the floor area of any attached garage, patio or verandah):
of less than 185m² for lots greater than or equal to 700m²
of less than 140m² for lots greater than or equal to 550m² and less than 700m²
of less than 110m² for lots 823 and 825
of less than 120m² for lots less than 550m² (excluding lots 823 and 825)
6. No main building shall be erected or permitted to remain erected on any burdened lot unless it has a garage with a minimum floor area:
of 16 m² for lots 821, 823, 824 and 825
of 32m² for lots greater than 450m² (excluding lots 821, 823, 824 and 825)
of 16m² for lots less than 450m²
and unless the garage is constructed under the same roof as the main building erected on such burdened lot, or where separate from the main building the garage is constructed in the same materials, colours and roof pitch as the main building.
7. For a period of five (5) years only following the date of registration of the abovementioned plan no building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot without the detailed building plans, elevation and specifications relating only to its external appearance and position having first been submitted to and approved in writing by Bradman Cascades or a qualified architect nominated by Bradman Cascades who shall (at the expense of Bradman Cascades) promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building. Each of Bradman Cascades or nominated architect (as the case may be) shall have an absolute discretion to refuse or give approval, subject to conditions without being obliged to furnish reasons for any such decision or conditions. Bradman Cascades will not withhold its consent where the building plans, elevations and specifications conform in all respects with its "Residential Guidelines" for this land published from time to time.

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

(Lengths are in metres)

Sheet 5 of ⁹8 sheets

PLAN DP878396

Subdivision of Lot 700 DP 876122
Covered by Council Clerk's Certificate
No. 28/98 Dated: 17/6/98

PART 2

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

**TERMS OF RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN
(Cont.)**

8. No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, glass or other natural materials. Materials other than brick or glass shall not be used in external walls where the proportion of same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the reasonable satisfaction of Bradman Cascades that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred (at the expense of Bradman Cascades) for determination by Bradman Cascades' Architect whose decision shall be final and binding.

9. No building shall be erected or permitted to remain on the burdened lot having what is commonly known as a "flat roof" or a roof constructed of any material other than:

- 10.1 Terracotta roof tiles
- 10.2 concrete roof tiles
- 10.3 timber shingles
- 10.4 slate
- 10.5 corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process; or
- 10.6 such other material as may be approved by Bradman Cascades in its absolute discretion.

10. No carports shall be erected or permitted to remain erected on any burdened lot.

11. No metal or similar type of prefabricated "lawn locker" shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street.

12. No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of asphalt, pavers, exposed aggregates or concrete with stamped or stencilled finishes.

13. No noxious noisome or offensive occupation, trade, business manufacture or home industry shall be conducted or carried out on any burdened lot.

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

(Lengths are in metres)

Sheet 6 of 8 sheets

PLAN DP878396

Subdivision of Lot 700 DP 876122
Covered by Council Clerk's Certificate
No. 28/98 Dated: 17/6/98

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN
(Cont.)

14. No "For Sale" sign shall be erected or displayed on any burdened lot for a period of three (3) years after the date of its transfer by Bradman Cascades and no other type of advertisement, hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Bradman Cascades who shall have the right to remove any such other advertisement, hoarding sign or matter without notice.
15. No main building shall be used or permitted to be used for display of any exhibition home or for the promotion or sale of homes without the prior written consent of Bradman Cascades.
16. No trucks or commercial vehicles exceeding 3 tonnes in weight are to be kept in any burdened lot.
17. No temporary, partial or relocated building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with the building of the residence.
18. No excavation material, trees, builders waste or other substances shall be deposited on adjoining lots to the lots burdened.
19. No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of three months after the date of practical completion of the main building unless the front area of the lot between the building line and the street is landscaped utilising turf, garden beds, driveway and other landscaped materials approved by Bradman Cascades.
20. No single storey building shall be erected or permitted to remain erected on any lot with a roof pitch of less than 25 degrees on lots less than 480m².
21. No garage or part thereof shall be erected or permitted to remain erected in front of the main building for lots with an area less than 550m² excluding lot 850.

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

(Lengths are in metres)

9
Sheet 7 of 8 sheets

PLAN DP878396

Subdivision of Lot 700 DP 876122
Covered by Council Clerk's Certificate
No. 28/98 Dated: 17/6/98

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Bradman Cascades Pty Limited

TERMS OF RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. No fence constructed with coated metal commonly known as "Colorbond fencing" shall be erected or be permitted to remain erected on a boundary of the burdened lot fronting a Public Reserve or Road.
2. No rear or side fencing fronting Public Reserves and Roads shall be erected or be permitted to remain erected unless it is of uniform construction of a quality design approved by the Council of the Municipality of Camden, with gate provided to Public Reserves, and generally of high quality timber construction consisting of exposed posts with appropriate fence landscaping approved by the Council of the Municipality of Camden.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF RESTRICTIONS THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Council of the Municipality of Camden

TERMS OF RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

No tree or shrub may be removed, lopped or damaged without the prior consent from the Council of the Municipality of Camden within the area shown so burdened in the abovementioned plan.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF RESTRICTIONS FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Council of the Municipality of Camden

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

(Lengths are in metres)

Sheet 8 of 8 sheets

PLAN DP878396

Subdivision of Lot 700 DP 876122
Covered by Council Clerk's Certificate
No. 28/98 Dated: 17/6/98

PART 2

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

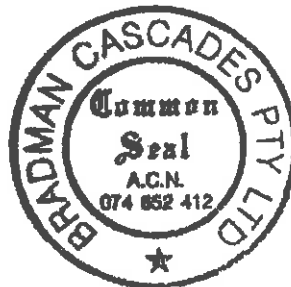
Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

TERMS OF RESTRICTION FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. No main building shall be erected or permitted to remain erected on any burdened lot having a minimum floor area (excluding the floor area of any attached garage, patio or verandah) of less than 185m².
3. No main building shall be erected or permitted to remain erected on any burdened lot unless constructed of two storeys.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
TERMS OF RESTRICTION FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Bradman Cascades Pty Limited



The Common Seal of
BRADMAN CASCADES PTY LIMITED
was hereunto affixed by
authority of the Directors.

.....
Secretary

.....
Director

SIGNED SEALED AND DELIVERED

For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182

ATTORNEY
Print Name: David Malcolm Matheson
Position Held: Credit Administration Manager

ATTORNEY
Print Name:
Position Held:

WITNESS
Print Name: Robert Norman Holmkvist
Credit Analyst

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

(Lengths are in metres)

Sheet 9 of 9 sheets

PLAN DP878396

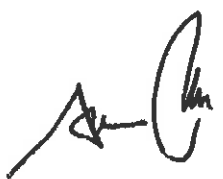
Subdivision of Lot 700 in DP876122
Covered by Council Clerk's Certificate
No. 28/98 Dated 17/6/98

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Bradman Cascades Pty Limited
Level 3
10 Phillip Street
PARRAMATTA NSW 2150

Signed for and on behalf
of Villa World Limited by
Andrew Lee Price
its attorney pursuant to
power of attorney dated
27 May 1997 Book 4167
NO 394 pursuant to which
this document has been
executed in the presence
of.

MC Joseph
M.A. JOSEPH
1 Farrer Pl
Sydney



REGISTERED



26.6.1998

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

APPLICANT: suman suri
367
COLLINS 3000

Certificate number: 20234313
Reference number: 1314990
Certificate issue date: 01/07/2025
Certificate fee: \$71.00
Applicant's reference: 20251528
Property number: 116020
Applicant's email: ecertificates@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 1302 DP: 884048
Address: **27 Deep Pool Way 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 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 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.

No.

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

Sewer Service Diagram

Application Number: 8004422171

SEWERAGE SERVICE DIAGRAM			
MUNICIPALITY OF CAMDEN	SUBURB OF NARELLAN VALE	Copy of Diagram no. 3050462	
SYMBOLS AND ABBREVIATIONS			
INDICATES - DRAINAGE FITTINGS <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <p>Manhole</p> <p>Chr Chamber</p> <p>LH Lamphole</p> <p>Boundary Trap</p> <p>Inspection Shaft</p> <p>Pit</p> <p>Grease Interceptor</p> <p>Gully</p> </div> <div style="width: 50%;"> <p>P. Trap</p> <p>Reflex Valve</p> <p>Cleaning Eye</p> <p>Vert Vertical Pipe</p> <p>IP Induct Pipe</p> <p>MF Mica Flap</p> <p>Jn Junction</p> <p>RP Rodding Point</p> </div> </div>	<div style="text-align: center;"> </div>	INDICATES - PLUMBING FIXTURES & OR FITTINGS <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <p>CO Clean out</p> <p>V Vent Pipe</p> <p>T Tubs</p> <p>K Kitchen Sink</p> <p>W Water Closet</p> <p>B Bath Waste</p> <p>H Handbasin</p> <p>SVP Soil Vent Pipe</p> </div> <div style="width: 50%;"> <p>Bid Bidet</p> <p>S Shower</p> <p>DW Dishwasher</p> <p>F Floor Waste</p> <p>M Washing Machine</p> <p>BS Bar Sink</p> <p>LS Lab Sink</p> <p>WS Waste Stack</p> </div> </div>	
SEWER AVAILABLE			
<p>Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.</p> <p>NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).</p>			
Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres			
W.S. _____ Ut.3 _____ Sewer Ref. Sheet No. _____	DRAINAGE Inspected by Inspector Cert. Of Compliance No. _____ Field Diagram Examined by Tracing Checked by	Date of Issue Outfall Drainer Plumber Boundary Trap NOT REQUIRED	PLUMBING Inspected Inspector Cert. Of Compliance No. _____ For Regional Manager
Connection Date:			

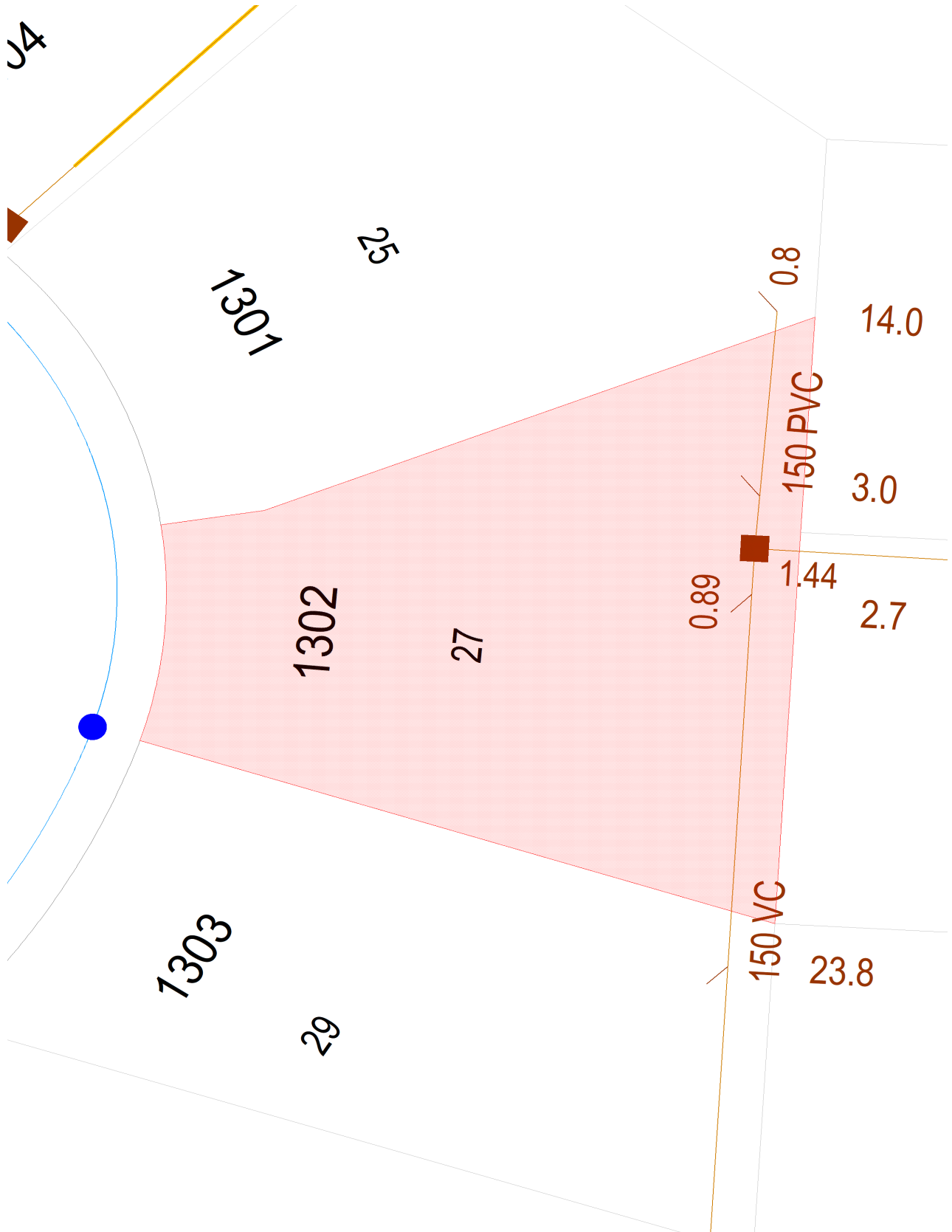
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Disclaimer

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

Service Location Print

Application Number: 8004422172



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Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	f813e2a0
Property Address:	27 DEEP POOL WAY MOUNT ANNAN
Date of Registration:	20 June 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

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

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 – Swimming Pools Regulation 2018

Pool no: f813e2a0
Property address: 27 DEEP POOL WAY MOUNT ANNAN
Date of inspection: 07 July 2025
Expiry date: 07 July 2026
Issuing authority: Camden Council

Did not comply with AS1926.1 (2012).

The swimming pool at the above property DOES NOT COMPLY with Part 2 of the *Swimming Pools Act 1992*. Please refer to the local authority's notice, issued under Clause 20 of the Swimming Pools Regulation 2018, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety ☐

The swimming pool does not pose a significant risk to public safety ☒

Non-compliance area/s:

Boundary fence	<input checked="" type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input type="checkbox"/>	Fence panels/gaps	<input checked="" type="checkbox"/>
Gate closure	<input type="checkbox"/>	Gate latch	<input type="checkbox"/>
Non-ancillary structure	<input type="checkbox"/>	Non-climbable zones	<input checked="" type="checkbox"/>
Signage	<input type="checkbox"/>	Window	<input type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

The owner of the premises on which the swimming pool is situated is entitled, under section 26 of the *Swimming Pools Act 1992*, to appeal the decision of the local authority to refuse to issue a certificate of compliance under section 22D of the Act.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.



MR MARTIN BAXTER
C/- STEPHANIE WILLIAMSON
5/338 CAMDEN VALLEY WAY
NARELLAN NSW 2567

Our reference: 7160243712173

Phone: **13 28 66**

1 July 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello MARTIN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411080368044
Vendor name	MARTIN BAXTER
Clearance Certificate Period	1 July 2025 to 1 July 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MRS DEBORAH C BAXTER
C/- STEPHANIE WILLIAMSON
5/338 CAMDEN VALLEY WAY
NARELLAN NSW 2567

Our reference: 7160243555327

Phone: **13 28 66**

1 July 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello DEBORAH,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411080356484
Vendor name	DEBORAH CATHERINE BAXTER
Clearance Certificate Period	1 July 2025 to 1 July 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

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