



CONTRACT

for the Sale and Purchase of Land 2022 Version

PROPERTY ADDRESS:

54 Currans Hill Drive, Currans Hill NSW 2567

VENDOR Mark John Skinner & Ann Maree Skinne

AGENT Murray Kennedy Real Estate
Murray Kennedy



10 Hill Street, Camden NSW 2570



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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

Choices

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

☒ NO ☐ yes

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

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

☒ NO ☐ yes

(if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General ☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☒ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off-the-plan contract ☐ 59 other document relevant to off-the-plan contract Other ☐ 60
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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 served 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 – • 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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 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 – • 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 served 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.

54 CURRANS HILL DR CURRANS HILL NSW 2557



2022 CONTRACT FOR SALE OF LAND

Vendor: Mark John Skinner and Ann Maree Skinner

Property being sold: Lot 162 in Deposited Plan 881933

Folio Identifier: 162/881933

INTERPRETATION

It is agreed, in the event there is any inconsistency between the terms of these Special Conditions and the Printed Clauses of the Contract, these Special Conditions will apply to the extent of any inconsistency, including in respect to any defined terms.

1. AMENDMENTS – THE PRINTED CLAUSES ARE AMENDED AS FOLLOWS:

- a. Clause 4.15 “the purchaser consents to payment of the deposit to the vendor via the Electronic Workspace on completion”.
- b. Clause 4.3 is amended by deleting the words “using the nominated ELN, unless the parties otherwise agree” with the words “using Property exchange Australia Limited (PEXA) as the nominated ELN”.
- c. Clause 7.1.1 is deleted
- d. Clause 7.1.3 is amended by replacing the word fourteen (14) with seven (7)
- e. Clause 8.1.1 is amended by deleting the words “on reasonable” grounds.
- f. Clause 8.1.2 is amended by deleting the words “and those grounds”
- g. Clause 10.1.8 and 10.1.9 delete the word “substance” and replace with the word “existence”
- h. Clause 10.1.9 after the word “writ” as the words “other than any encumbrance which on completion will merge, by lapsed or otherwise removed from title by NSW Land Registry Services”.
- i. Clause 10 add the following clause:

“10.4 The Vendor discloses all of the information appearing in the copy of documents attached to this contract even if the contract does not refer to that disclosure.”
- j. Clause 14.4.2 is deleted
- k. Clause 14.6 is deleted

- l. Clause 16.5.1 is amended by deleting the second dot point.
- m. Clause 18 is amended by the addition of adding
 - "18.8 The Purchaser cannot make a claim or requisition or delay Settlement after entering into possession of the property"
 - "18.9 The parties agree and acknowledge if the Purchaser takes early occupation, all outgoings such as council rates, water rates, levies, or insurance premiums (if applicable) are to be adjusted and payable by the Purchaser, from the date of occupation up to and including the date of Completion."
- n. Clause 20.6.8 is deleted
- o. Clause 20.8 is replaced with the following provision:
 - "The provisions of this Contract intended to have application after completion continue to apply despite completion".

2. NOTICE TO COMPLETE

If Completion is delayed and either party serves a Notice to Complete, the parties agree:

- a. Fourteen (14) days, making time of the essence, is considered to be fair and reasonable and sufficient notice.
- b. The Notice to Complete must be served by 5pm on a business day and may be served by email. A hard copy of the Notice to Complete is not required to be sent by postage or mail.
- c. If it becomes necessary for the Vendor to issue a Notice to Complete pursuant to this clause, then the Purchaser is liable to pay the Vendor the costs of issue of such Notice assessed at \$440.00 (inclusive of GST). This cost is a genuine pre-estimate of the cost incurred by the Vendor as a result of the Purchasers delay and is due and payable on completion.

3. PURCHASER PAYMENTS FOR EXTENDED COOLING OFF PERIOD, LATE COMPLETION AND RE-SCHEDULED SETTLEMENT

- a. Late settlement fines

If the Purchaser shall not complete this purchase by the date for completion, without default by the Vendor or if the Vendor cannot settle on that day then the third day after written notice from the Vendor that the Vendor is able to settle, the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as eight per cent *8%) per annum, interest on the balance of purchase money, calculated at a daily rate from the date of completion to the day on which this Contract is 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.

b. Delayed Settlement

In the event that Settlement does not take place at the schedule date and time, due to the default of the Purchaser or their mortgagee or any other related party to the Purchaser, and through no fault of the Vendor or its mortgagee, in addition to other monies payable by the Purchaser on Completion of this Contract, the Purchaser must pay an additional \$350.00 payable on Settlement, to cover the legal costs and other expenses for the additional work undertaken as a result of the Purchaser/s delay.

This cost is a genuine pre-estimate of this costs incurred by the Vendor as a result of the Purchasers delay and is due and payable on completion.

c. Cooling off extension

When the Purchaser requests the Vendor to extend any cooling-off period, it is an essential term on completion of this contract the Purchaser shall pay the sum of a "one off" \$110.00 inclusive of GST for any extensions requested. This fee will reimburse the Vendor for the additional legal costs incurred by the Vendor in relation to the request for the extension of the cooling-off period, irrespective of whether the Vendor agrees with the request. This cost is a genuine pre-estimate of the costs incurred by the Vendor as a result of the Purchasers requirement to extend the cooling-off period.

4. DEPOSIT

a. Payment of deposit

It is knowledge between the parties to this Contract that the deposit payable by the Purchaser is the full 10% of the purchase price (hereinafter referred to as "the deposit"). Should the Vendor allow the Purchaser to pay part of the deposit on the making of this Contract, the balance of the deposit will become immediately due and payable as follows (whichever is earlier):

- i. If the Purchaser/s default in the observance or performance of any obligation of any terms or conditions on the Contract; or
- ii. On completion.

b. Payment of deposit during cooling off period

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

- i. An amount equivalent to 0.25% of the price – on or before the making of this Contract,
 - ii. The balance of the deposit – no later than 5pm on the fifth business day after the date of Contract.
- c. Payment of deposit by way of a Deposit Bond – DEPOSIT POWER OR DEPOSIT ASSURE

The parties agree that, if the Purchaser requests to use a Deposit Bond and the Vendor agrees to the use of such Bond, a Deposit Bond Guarantee is to be used as a form of deposit, and the following terms apply:

- i. In the Contract "Bond" means a Deposit Bond provided by either DEPOSIT POWER or DEPOSIT ASSURE and approved and 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 or the Vendor's representative.
 - ii. The Bond will be equivalent to the amount of the 10% deposit.
 - iii. 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 Deposit Bond Guarantee in any circumstances where the Vendor is entitled to the deposit.
 - iv. At Settlement, the Purchaser must pay the Vendor, in addition to all other monies due and payable under this Contract, the full purchase price (less any deposit held by the Agent) and the Vendor will return the original Deposit Bond Guarantee to the Purchaser.
- d. 5% Reduced Deposit

Although a full 10% deposit is payable by the Purchaser, the Vendor has agreed to allow the Purchaser to exchange the Contract on the basis that a 5% deposit is paid at the time of exchange. The balance of the deposit must be paid by the Purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the Purchaser fails to complete in accordance with the terms hereof.

Note: The full 10% deposit is to be inserted on the front page of the Contract

5. RELEASE OF DEPOSIT

In the event the Vendor requires a release of deposit or so much of the deposit, it is an essential term and condition of this Contract that the Purchaser agrees unconditionally to the release to the Vendor the deposit or so much of the deposit as is required by the Vendor, to be used by the Vendor for the purposes:

- a. A deposit on the purchase of another property and such deposit will be paid only to the Trust Account of an Estate Agent or Solicitor/Conveyancing firm and shall not be further released, and
- b. For the payment of stamp duty on the Vendor's purchase Contract
- c. If the Vendor enters into a Village Contract as referenced in Part V of the Retirement Villages Act 1999, to fund the payment of: any deposit required by the Village, any registration fee required by the Land Registry Office, and any share of the Operator's legal costs as required to be paid by the Vendor, or
- d. For the payment of a rental bond, or
- e. For payment of a land tax debt which will need to be paid in order to obtain a Clear S47 Land Tax Certificate
- f. If the Vendor required the deposit to be made available at completion of this sale for the Vendor to complete a simultaneous purchase or to discharge the Vendor's liabilities under any mortgage or Withdraw any Caveat associated with the property, the Purchaser agrees and acknowledges that by the execution of this Contract, they irrevocably authorise the deposit holder to make the deposit available at settlement by transferring it to the PEXA Source Account as directed by the Vendor's Conveyancer.

The Vendor's agent is hereby unconditionally authorised to release the deposit or part therefore as required by the Vendor and the Agent shall not be required to obtain further approval from the Purchaser and the Vendor and the Vendor's Agent shall be entitled to rely on this Condition of the executed Contract.

6. FINANCE WARRANTY

The Purchaser warrants that either:

- a. No finance is required, or
- b. Satisfactory arrangements have been made for finance to assist the Purchaser with the acquisition of the property.

The Purchaser shall not terminate this Contract by reason of the unavailability of finance on completion and the Purchaser acknowledges that as a result of making this disclosure the Purchaser cannot and will not terminate this Contract pursuant to any relevant legislation.

7. ADJUSTMENTS OF COUNCIL RATES, WATER RATES AND LEVIES and PEXA ENTRIES

The Purchaser's representative must issue adjustment figures no later than 5 business days prior to the settlement date, failing which the purchaser will be liable to pay any urgent processing fee to the Vendor's Conveyancer in the sum of \$110.00 on settlement. This sum will be included in the adjustment figures.

The Purchaser's representative must contact each Authority to obtain updated amounts outstanding to each Authority (Council/Water/Strata/Community levies or other) to ensure all outstanding monies are noted to be paid on settlement. THE Purchasers representative must upload all outstanding rates and levy monies due and payable by the Vendor in the pexa destinations.

Should any miscalculation or error be made on settlement, then the party who is owing an amount to the other party, agrees to make immediate payment (or at least within 5 business days) for the error in calculation and/or payment on settlement.

This clause shall not merge on completion.

8. WATER USAGE

The Purchaser may, at his own expense, arrange to have a meter reading undertaken by Sydney Water to ascertain water usage up to the date of completion and the Vendor shall pay for such water usage to the date of completion. In the alternative, the Vendor and the Purchaser agree to adjust the water usage charges on the basis of an estimate of water usage charges in accordance with the average daily consumption as advised by Sydney Water and such adjustment shall be final and conclusive and no further adjustment of water usage charges shall take place after Completion.

9. AGENT

The Purchaser warrants that they were not introduced to the Vendor or the property by or through the medium of any Real Estate Agent or any employee of any Real Estate Agent or any person have any connection with a Real Estate Agent who may be entitled to claim commission as a result of this sale other than the Vendor's Agent, if any, referred to in this Contract, and the Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission, which may be made by any Real Estate Agent or other person arising out of or in connection with the Purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this Contract, and shall continue in full force, and effect, notwithstanding completion. The Vendor warrants that he has not entered into any agreement to sell the property through any Real Estate Agent other than the Real Estate Agent named herein.

10. STATE OF REPAIR AND ACCEPTANCE OF PROPERTY

- a. The Purchaser acknowledges that he buys the property relying on his own inspection, knowledge, and inquiries and that he does not rely on warranties or representations (if any) made to him or on behalf of the Vendor other than those contained in this Contract.

- b. The Purchaser also acknowledge that he has satisfied himself as to, and is purchasing the property:
- i. In its present condition and state of repair
 - ii. Subject to all defects, latent and patent
 - iii. Subject to any infestation or dilapidation as regards to the improvements, furnishings and chattels
 - iv. Subject to all existing services
 - v. Subject to any restrictions or prohibitions whether statutory or otherwise relating to the zoning of the Property, a permitted development thereon or the use to which the Property may be put.
 - vi. The Purchaser will make no objection, requisition or claim for compensations, or delay settlement in relation to any of the matters referred to in 10 (a-e). The Purchaser shall also not require the carrying out of work or expenditure of any money by the Vendor of or in respect to the Property or structures.

11. INCLUSIONS AND VENDOR NOT REQUIRED TO MAKE GOOD

The Purchaser:

- a. Accepts the inclusions specified in this Contract in their present state and condition subject to fair wear and tear and the Vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear thereof occurring after the date of this Contract.
- b. Acknowledges if there is a television wall bracket or shelving or picture hooks or any fixed item on walls of the property, the Vendor will not be required to make good any holes in the walls from the removal of those items. The Purchaser will make no requisition or claim, nor delay settlement in this regard.

12. TRANSFER

Sufficient particulars of title for the preparation of the Transfer are contained in this Contract and the Purchasers shall not require the Vendor to provide any further particulars.

13. FOREIGN TAKEOVERS ACT

The Purchaser warrants that:

- a. The Purchaser (and if more than one then each of them) is ordinarily a resident in Australia within the meaning of the Foreign Takeovers Act 1975; The provision of the Foreign Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the Purchaser or this purchase.
- b. In the event there being such a breach of this warranty whether deliberately or unintentionally the Purchaser agrees to indemnify and to compensate the Vendor

in respect to any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor consequently thereof. This warranty shall not merge on completion.

14. WARRANTIES

The Purchaser warrants that:

- a. Unless otherwise stated in this Contract, he has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including, without limitation any statement, representation, promise or warranty in respect of the nature of fitness or suitability of any purpose of the property or any financial return or income, to be derived from the Property.
- b. He has not been induced to enter into the Contract by any representation verbal or otherwise made by or on behalf of the Vendor, which is not set out in this Contract; and
- c. He has sought or is aware of his right to seek independent legal advice and is satisfied as to the obligations and rights of the purchaser under this Contract, the nature of this property and the purpose for which the property may be lawfully used.

This Clause shall not merge on completion.

15. SEWERAGE DIAGRAM

The Vendor warrants and the Purchaser acknowledges that the diagram annexed to the Contract may only disclose the sewer mains and this is the only diagram available for the property from the appropriate sewerage authority at the date of this Contract. The Purchaser agrees to make no objection, requisition, or claim for compensation and will not attempt to delay or rescind this Contract by reason of such.

16. DEATH OR INCAPACITY

Without in any manner negating, limiting, or restricting any rights or remedies which would have been available to the parties at law in equity has this further special condition not been included herein it is agreed that if either party: -

- a. Being an individual, shall die or become incapable because of unsoundness of mind of managing his own affairs or be declared bankrupt or enter any scheme or make any assignment for the benefit of his creditors; or
- b. Being a Company, shall resolve to go into liquidation or enter any scheme or arrangement with its creditors under the relevant provisions of the *Corporations Act, 2001 (cth)* or any similar legislation or if a liquidator receiver or receiver manager or provisional liquidator or official manager be appointed of the party.

Then either party may by way of notice in writing, rescind this Contract and if the Purchaser is not otherwise in default hereunder, the provisions of Clause 19 hereof shall apply to such rescission.

17. INVALIDITY ETC.

- a. In the event of any inconsistency between these special conditions and the special condition contained in the printed Clauses of the Contract, these special conditions shall prevail.
- b. The Purchaser acknowledges that if prior to the signing of this Contract by or on behalf of the Purchaser, documents, or copies of documents of the kind referred to in this Contract, were attached to this Contract at the request of the Vendor, or by or on behalf of the Purchaser or the solicitor for the Purchaser, the person so attaching such documents or copies of documents did so as the Agent or the Vendor.
- c. The Vendor shall not be required to remove any charge of the property for any rate, tax or outgoing until the time when completion of this Contract is affected. The Vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reasons of existence of any charge on the property for any rate, tax or outgoing and shall be obliged to serve a Notice to Complete on the Purchaser notwithstanding that at the time such notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

18. SOUTH WEST RAIL LINK DISCLOSURE

- a. The Vendor discloses and the Purchaser(s) acknowledges that NSW Transport has announced the Southwest Rail Link extension corridor study and Outer Sydney Orbital Corridor Preservation study (corridors) which may affect or impact the subject property being sold and land in the local area.
- b. The Purchaser(s) warrants to the Vendor that he/she has viewed the contents of the website <http://www.transport.nsw.gov.au/corridors> and is fully aware of and has made his/her own inquiries and regards to the location, proximity and effect of the investigation area of the corridors and any subsequent proposal/s.
- c. The Purchaser(s) acknowledges that the Vendor has entered this Contract in reliance of the Purchaser(s) warranty herein.
- d. The Purchaser(s) acknowledges having notice of the corridors and cannot make any objection, requisition, claim for compensation, rescind, or terminate the Contract in this regard.

19. REQUISITIONS ON TITLE

The Purchaser acknowledges that his rights to raise standard requisitions on title in respect of this Contract and the property the subject of this Contract are limited to raising requisitions in the form annexed hereto.

20. ORDER ON THE AGENT

The Purchaser acknowledges that he must upload an Order on the Agent on the Notifications on the PEXA Workspace no later than 1 business day before the due settlement date. Should the Purchaser fail to do so, the Vendor will impose a late issue fee of \$25.00 to be paid and adjusted on settlement.

21. GUARANTORS

If the Purchaser is a Company and if that Company fails for any reason to complete this purchase in accordance with the terms and conditions of this Contract, the Directors/Secretary of that Company who have signed this Contract on behalf of the Company guarantee the due performance of the Company's obligations under this Contract in every respect as if they had personally entered this Contract themselves.

22. SECOND SYDNEY AIRPORT PROPOSAL – BADGERYS CREEK

In April 2014 the Australian Government announced Badgerys Creek as the site of a second major airport for Sydney. The draft Airport Plan and the draft Environmental Impact Statement (EIS) for the proposed Western Sydney Airport were released for consultation in October 2015. Construction works commenced in 2016 with operations commencing in 2020. Information for the proposal can now be obtained from the Federal Department of Infrastructure and Regional Development or at: www.westernsydneyairport.gov.au

23. STRUCTURAL ADDITIONS OR OTHER WORKS UNDERTAKEN SINCE ORIGINAL DATE OF CONSTRUCTION OF DWELLING

The Vendor hereby discloses to the Purchaser and the Purchaser hereby acknowledges, that the following improvements have been made since the original date of construction of the dwelling, and the Vendor is not aware if these have been Council approved and does not hold any compliance documentation in relation to:

- a. Pergola
- b. Detached garage

The Purchaser acknowledges that if the above do/does not comply with the requirements of the local Council or any other competent authority, then the Purchaser shall not raise any objection, make any requisition or claim compensation, delay settlement, rescind this Contract, nor require the Vendor to attend to such Notice in respect to such non approval

and non-compliance or because of failure or refusal of the local Council to issue a Building Certificate by reason of such non-compliance.

This Clause shall not merge on completion.

24. CHRISTMAS CLOSURE 2025 – 2026

Should any event, condition, notice or due date in relation to this Contract become due to occur during the period Monday 22 December 2025 to Monday 19 January 2026 inclusive, then the parties agree that the event, condition, notice or due date will be deemed to be due to occur on Wednesday, 21 January 2026.

Conditions of Sale by Auction

Part 3, Clause 15 of the Property and Stock Agents Regulation 2014

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock -
 - a. The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
 - b. A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
 - c. The highest bidder is the purchaser, subject to any reserve price.
 - d. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - e. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
 - f. A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - g. A bid cannot be made or accepted after the fall of the hammer.
 - h. As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land -
 - a. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - b. Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - c. Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce, "vendor bid".
3. The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator –
 - a. More than one vendor bid may be made to purchase the interest of a co-owner.

- b. A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - c. Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - d. Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- 4. The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock—The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price—
 - a. if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
 - b. if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,
 - c. unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

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.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
 - (i)
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (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 Property 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 and 23.5 to 23.7 (inclusive) 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. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the 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 1993* (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 Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 17.
- (a) 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?
- (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (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:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) 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)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) 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.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) 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:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

- (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) 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. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 24.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the Property?
25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

26. 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

27. 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.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required for 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.
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.

Off the plan contract

33. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



FOLIO: 162/881933

SEARCH DATE	TIME	EDITION NO	DATE
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22/10/2025	2:15 PM	10	9/3/2021

LAND

LOT 162 IN DEPOSITED PLAN 881933
AT CURRANS HILL
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP881933

FIRST SCHEDULE

MARK JOHN SKINNER
ANN MAREE SKINNER
AS JOINT TENANTS

(T AF912429)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP881933 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

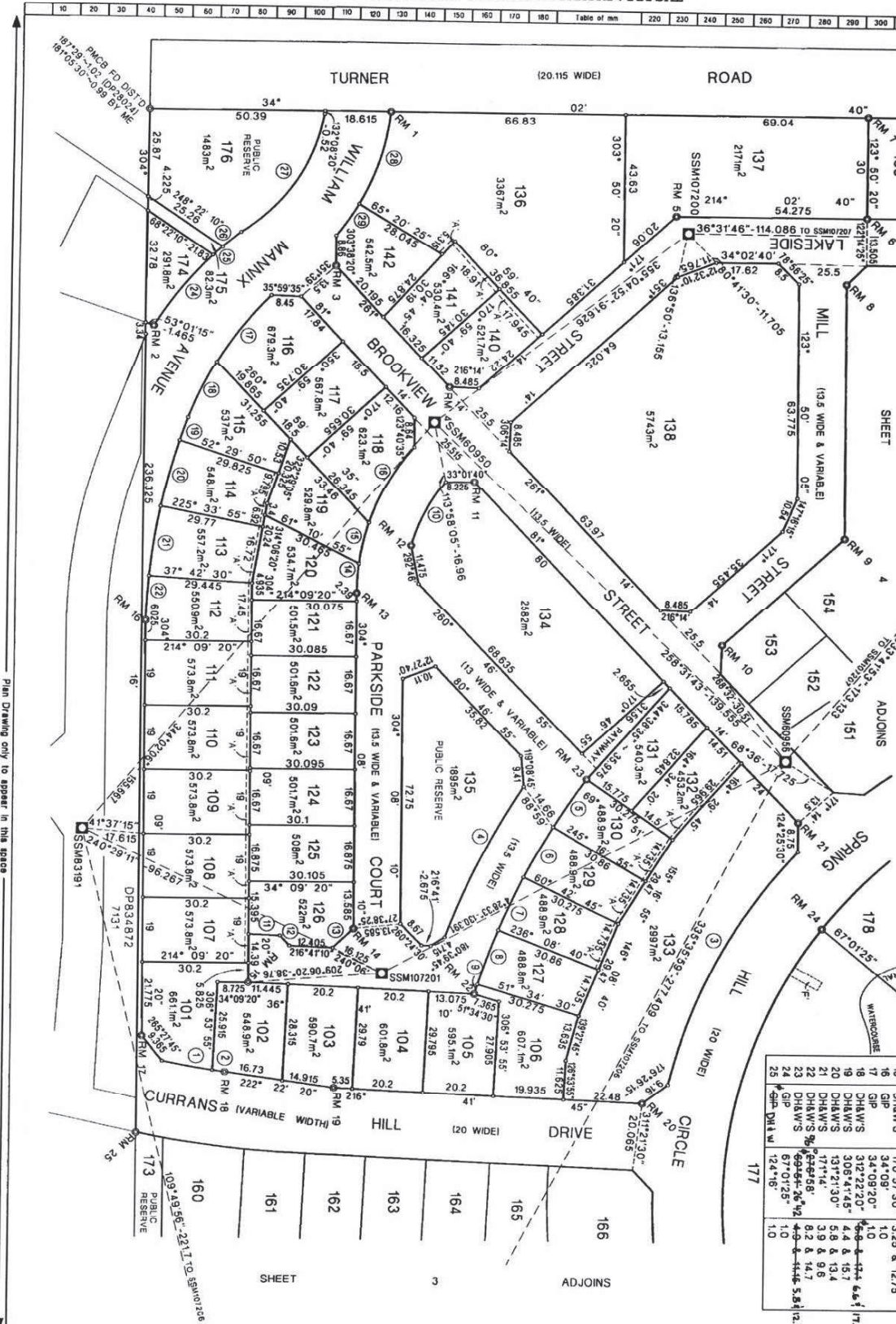
*** END OF SEARCH ***

Pending...

PRINTED ON 22/10/2025

SCHEDULE OF SHOT AND CURVED BOUNDARIES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	224°29'30"	14.615	14.62	258.455
2	222°28'20"	3.52	78.08	155
3	161°54'15"	78.225	155	258.455
4	150°28'40"	50.045	50.145	228.75
5	130°28'40"	17.16	17.165	215.25
6	332°59'50"	17.16	17.165	215.25
7	332°28'40"	17.16	17.165	215.25
8	321°0'30"	3.0	3.005	215.25
9	321°0'30"	3.0	3.005	215.25
10	331°08'40"	21.265	21.41	53.19
11	216°4'10"	9.005	21.41	53.19
12	281°4'10"	4.04	-	-
13	170°24'40"	8.285	-	-
14	307°51'15"	8.66	66.15	8.665

SCHEDULE OF REFERENCE MARKS PLACED				
No.	TYPE	BEARING	DISTANCE	REMARKS
1	GP	223°01'	40.36 x 11.9	10
2	GP	223°01'	40.36 x 11.9	10
3	GP	223°01'	40.36 x 11.9	10
4	GP	223°01'	40.36 x 11.9	10
5	GP	223°01'	40.36 x 11.9	10
6	GP	223°01'	40.36 x 11.9	10
7	GP	223°01'	40.36 x 11.9	10
8	GP	223°01'	40.36 x 11.9	10
9	GP	223°01'	40.36 x 11.9	10
10	GP	223°01'	40.36 x 11.9	10
11	GP	223°01'	40.36 x 11.9	10
12	GP	223°01'	40.36 x 11.9	10
13	GP	223°01'	40.36 x 11.9	10
14	GP	223°01'	40.36 x 11.9	10
15	GP	223°01'	40.36 x 11.9	10
16	GP	223°01'	40.36 x 11.9	10
17	GP	223°01'	40.36 x 11.9	10
18	GP	223°01'	40.36 x 11.9	10
19	GP	223°01'	40.36 x 11.9	10
20	GP	223°01'	40.36 x 11.9	10
21	GP	223°01'	40.36 x 11.9	10
22	GP	223°01'	40.36 x 11.9	10
23	GP	223°01'	40.36 x 11.9	10



AMENDMENTS (P. 2) MADE IN LTO AT SURVEYOR'S REQUEST UNDER 41/99/98/15/12/1998

REGISTERED DP 0881933

Registered JSC 25-11-1998

52

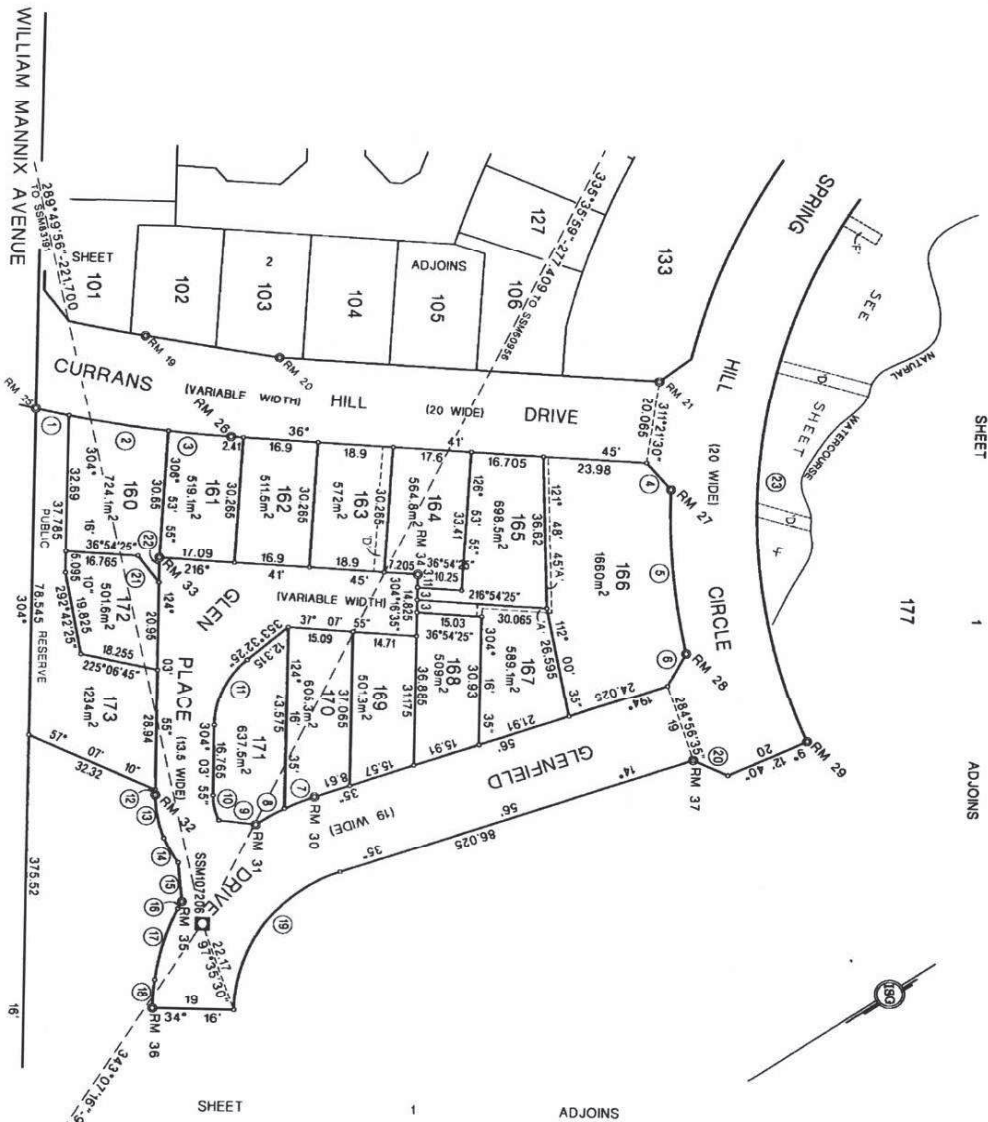
For use where there is insufficient in any part of Plan Form 2

Surveyor registered under Surveyor Act 1999

This is a plan of the land of the State of New South Wales

Surveyed by my Certificate No. 63

of 1998



SCHEDULE OF SHORT AND CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	45°18'35"	7.93	7.93	280
2	42°05'55"	23.43	23.43	280
3	38°11'55"	14.665	14.665	280
4	8°37'00"	8.495	8.495	280
5	118°03'05"	39.805	39.805	155
6	152°15'15"	8.82	7.54	55
7	197°34'20"	7.535	7.54	55
8	182°32'30"	7.705	7.71	56
9	220°04'15"	8.615	6.195	13.28
10	290°40'30"	6.135	18.135	21
11	328°48'10"	17.575	10.175	26.75
12	124°03'55"	0.95	10.175	26.75
13	112°30'20"	10.72	6.82	26.75
14	93°38'25"	6.8	2.035	55
15	151°43'50"	9.475	2.035	55
16	151°22'45"	2.035	17.915	55
17	140°59'10"	17.895	7.03	36
18	137°51'40"	4.665	44.105	36
19	327°37'50"	8.82	8.82	15.7
20	85°04'00"	8.82	8.82	15.7
21	85°04'00"	8.82	8.82	15.7
22	124°03'55"	8.82	8.82	15.7
23	332°30'15"	218.46	218.46	135

SCHEDULE OF REFERENCE MARKS PLACED

No.	TYPE	BEARING	DISTANCE
26	DH&WS	126°41'45"	4.4 & 45°15'
27	DH&WS	217°00"	5.35 & 13.65
28	DH&WS	190°00"	5.5 & 43.9°45'
29	GP	9°12'40"	1.0
30	DH&WS	284°56'35"	3.95 & 15.1
31	DH&WS	285°00"	3.9 & 9.6
32	DH&WS	244°04'	10.5 & 27.9
33	DH&WS	260°00"	2.0 & 14.26 & 3.4 & 12.67
34	DH&WS	424°00"	5.0 & 14.0 & 5.8 & 14.0
35	DH&WS	424°00"	5.0 & 14.0 & 5.8 & 14.0
36	DH&WS	104°55'35"	5.3 & 8°45'45' & 15.7
37	DH&WS	104°55'35"	5.3 & 8°45'45' & 15.7

- X. EASEMENT TO DRAIN WATER 1.5 WIDE
- D. EASEMENT TO DRAIN WATER 3 WIDE
- F. EASEMENT FOR PADMOUNT SUBSTATION 275 WIDE

DP 881933

Registered DP 881933 25-11-1998

This is sheet 3 of my plan in 4 sheets

Other sheets are:

Surveyor registered under Surveyor Act 1999

This is sheet 3 of the plan of 4 sheets

Surveyed by my client of 1998

For use with this plan a certificate is required in my plan in 4 sheets

Created Date

Modified Date

Surveyor

Surveyor

Surveyor

Surveyor

Surveyor

Surveyor

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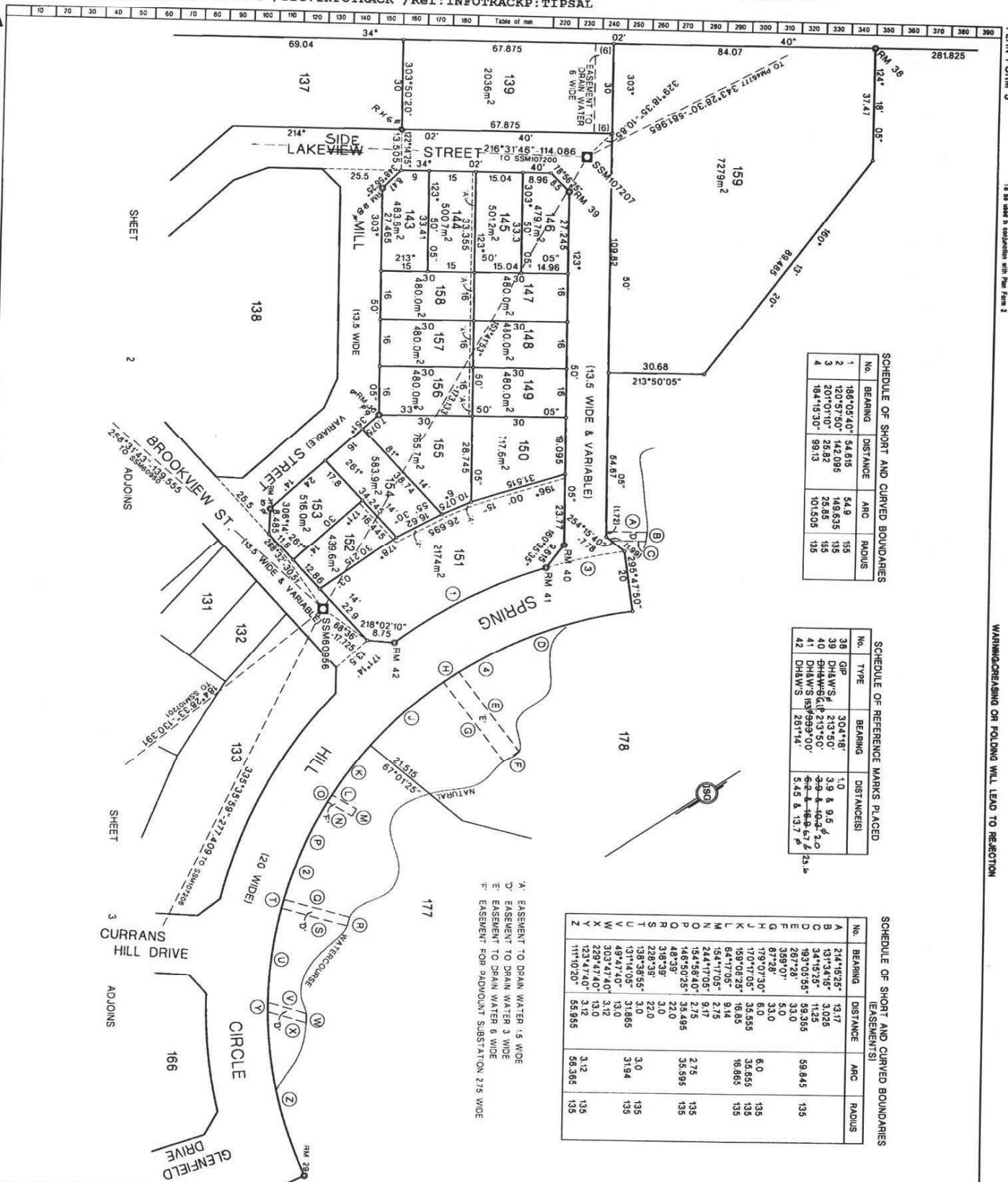
Surveyor

Surveyor



Section 1800

Surveyors reference CH302773



SCHEDULE OF SHORT AND CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	180°05'40"	54.615	54.9	155
2	130°10'00"	42.095	148.635	135
3	201°01'00"	25.82	25.85	135
4	184°15'30"	59.13	101.505	135

SCHEDULE OF REFERENCE MARKS PLACED

No.	TYPE	BEARING	DISTANCE(S)
38	GIP	304°18'	1.0
39	DHWS#	213°50'	3.9 & 9.5
40	DHWS#	213°50'	3.9 & 9.5
41	DHWS#	213°50'	3.9 & 9.5
42	DHWS#	281°14'	5.45 & 13.7

SCHEDULE OF SHORT AND CURVED BOUNDARIES (EASEMENTS)

No.	BEARING	DISTANCE	ARC	RADIUS
A	214°12'25"	13.17		
B	170°17'05"	3.028		
C	34°15'35"	5.35		
D	193°10'35"	52.565	59.645	135
E	359°10'7"	5.0		
F	87°28'	33.0		
G	179°07'30"	6.0		
H	170°17'05"	35.555		
I	159°02'25"	16.85		
J	64°17'05"	9.14		
K	154°17'05"	2.75		
L	244°17'05"	9.17		
M	146°50'25"	35.495		
N	48°38'	22.0		
O	138°35'55"	3.0		
P	318°38'	3.0		
Q	228°35'	22.0		
R	131°14'05"	31.865		
S	130°47'40"	13.0		
T	302°47'40"	3.12		
U	111°10'20"	55.855		
V				
W				
X				
Y				
Z				

A. EASEMENT TO DRAIN WATER 1.5 WIDE
 B. EASEMENT TO DRAIN WATER 3 WIDE
 C. EASEMENT TO DRAIN WATER 6 WIDE
 D. EASEMENT FOR PAVEMENT SUBSTATION 275 WIDE

AMENDMENTS MADE IN LTO AT SURVEYOR'S REQUEST VIDE 4/19/92

AMENDMENT TO LAKEVIEW ST VIDE 4/19/92

DP 881933

Registered 25-11-1998

54

Measure Ratio 1:800

Surveyors Reference CH302754

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INSTRUMENT SETTING OUT TERMS OF EASEMENT 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 ²⁷26
Sheets

PART 1

DP 881933

Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
Certificate No. 63
of 1998

Full name and address of the
Proprietor of the Land:

Landco (NSW) Pty Limited
54 Shepard Street
Hume ACT, 2620
Wolin Investments Pty Limited
c/-Nepean Engineering
Narellan, 2567

Identity of Easement or
Restriction firstly referred to
in abovementioned plan:

Easement to Drain Water 1.5 Wide

Schedule of Lots etc. Affected

Lots Burdened

114
113
112
111
110
109
108
107
128
129

Lots, Name of Road or Authority Benefited

115
115, 114
115, 114, 113
115, 114, 113, 112
115, 114, 113, 112, 111
115, 114, 113, 112, 111, 110
115, 114, 113, 112, 111, 110, 109
115, 114, 113, 112, 111, 110, 109, 108
127
127, 128

Approved by the Council of Camden




General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT 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 ²⁷26
Sheets

PART 1

Plan: DP 881933

Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
Certificate No. 63
of 1998

Schedule of Lots etc. Affected (Continued):

Lots Burdened

130
132
136
141
140
152
151
156
157
158
144
167
166

Lots, Name of Road or Authority Benefited

127, 128, 129
127, 128, 129, 130
142
142, 136
142, 141, 136
153
155, 154, 153, 152
155
155, 156
155, 156, 157
155, 156, 157, 158
168
168, 167

Identity of Easement or Restriction
secondly referred to in abovementioned plan:

Easement to Drain Water 3 wide

Schedule of Lots etc. Affected

Lots Burdened

163, 177 & 178

Lots, Name of Road or Authority Benefited
The Council of Camden

Approved by the Council of Camden

General Manager

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

Lengths are in metres

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Sheets

PART 1

Plan:
DP 881933

Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
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Identity of Easement or Restriction
thirdly referred to in abovementioned plan:

Easement to Drain Water 6 wide

Schedule of Lots etc. Affected

Lots Burdened

139
139, 178

Lots, Name of Road or Authority Benefited

159
The Council of Camden

Identity of Easement or
Restriction fourthly referred to
in abovementioned plan:

Easement for Padmount Substation
2.75 wide

Schedule of Lots etc. Affected

Lots Burdened

177

Lots, Name of Road or Authority Benefited

Integral Energy Australia

Identity of the Positive Covenant
fifthly referred to
in abovementioned plan:

Restriction on the use of Land

Schedule of Lots etc. Affected

Lots Burdened

101 to 107 inclusive
160 to 165 inclusive
167 to 171 inclusive
134

Lots, Name of Road or Authority Benefited

The Council of Camden
The Council of Camden
The Council of Camden
The Council of Camden

Approved by the Council of Camden

A/General Manager

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

Lengths are in metres

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PART 1

Plan:

DP 881933

Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
Certificate No. **63**
of **1998**

Identity of Easement or
Restriction sixthly referred to
in abovementioned plan:

Restriction on the use of Land

Schedule of Lots etc. Affected

Lots Burdened

Each Lot except Lots 133 to 139 inclusive
151, 159, 166, 173, 176, 177, and 178

Lots, Name of Road or Authority Benefited

Every other Lot except Lots 135, 173,
and 176.
Lot 3 in DP876908

Identity of Easement or
Restriction seventhly referred to
in abovementioned plan:

Restriction on the use of Land

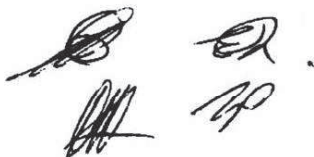
Schedule of Lots etc. Affected

Lots Burdened

Each Lot except Lots 135, 173, 176, 177, and 178

Lots, Name of Road or Authority Benefited

Every other Lot except Lots 135, 173,
and 176.
Lot 3 in DP876908



Approved by the Council of Camden


General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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Lengths are in metres

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PART 1

Plan: **DP 881933**

Plan of Subdivision of Lots 1 and 2 in
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Identity of Easement or
Restriction eighthly referred to
in abovementioned plan:

Restriction on the use of land

Schedule of Lots etc. Affected

Lots Burdened
101 to 118 inclusive

131 to 133 inclusive

151

160 to 166 inclusive

Lots, Name of Road or Authority Benefited
Every other lot except lots 135, 173, and 176
Lot 3 in DP876908
Every other lot except lots 135, 173, and 176
Lot 3 in DP876908
Every other lot except lots 135, 173, and 176
Lot 3 in DP876908
Every other lot except lots 135, 173, and 176
Lot 3 in DP876908

Identity of Easement or
Restriction ninthly referred to
in abovementioned plan:

Restriction on the use of land

Schedule of Lots etc. Affected

Lots Burdened
101 to 107 inclusive

160 to 165 inclusive

167 to 171 inclusive

Lots, Name of Road or Authority Benefited
Every other lot except lots 135, 173, and 176
Lot 3 in DP876908
Every other lot except lots 135, 173, and 176
Lot 3 in DP876908
Every other lot except lots 135, 173, and 176
Lot 3 in DP876908

Approved by the Council of Camden

General Manager

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

Lengths are in metres

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PART 1

Plan:

DP 881933

Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
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Identity of Easement or
Restriction tenthly referred to
in abovementioned plan:

Restriction on the use of land

Schedule of Lots etc. Affected

Lots Burdened

119 to 130 inclusive

140 to 150 inclusive

152 to 158 inclusive

167 to 172 inclusive

174 and 175

Lots, Name of Road or Authority Benefited

Every other lot except lots 135, 173, and 176
Lot 3 in DP876908

Every other lot except lots 135, 173, and 176
Lot 3 in DP876908

Every other lot except lots 135, 173, and 176
Lot 3 in DP876908

Every other lot except lots 135, 173, and 176
Lot 3 in DP876908

Every other lot except lots 135, 173, and 176
Lot 3 in DP876908

Identity of Easement or
Restriction eleventhly referred to
in abovementioned plan:

Restriction on the use of Land

Schedule of Lots etc. Affected

Lots Burdened

Each lot

Lots, Name of Road or Authority Benefited

Every other lot and Lot 3 in DP876908

Approved by the Council of Camden

General Manager

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

Lengths are in metres

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TERMS OF EASEMENT TO DRAIN WATER SECONDLY AND THIRDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN

Easement to Drain Water as set out in Part 3 of Schedule 4A of the Conveyancing Act 1919 (as amended) with the following addition applicable only to lots benefiting the Council of Camden.

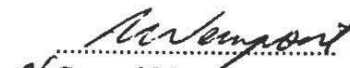
No changes can be made to the shape or level of the land herein burdened and no fencing can be placed across the land herein burdened except an open form fence that will allow water to pass through it.

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

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 purposes 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.



Approved by the Council of Camden


General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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Plan: **DP 881933**

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-
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 level 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 restricted without the permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.
4. **"Authority Benefited"** means Integral Energy Australia (and its successors) 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.

FOR THE PURPOSES OF REDUCING THE IMPACT OF GARAGES ON STREET FRONTAGES
AND IMPROVING VEHICULAR MOVEMENT, THE TERMS OF THE POSITIVE COVENANT
FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN ARE TO BE OBSERVED

Vehicular access to the lots burdened is denied from Currans Hill Drive, Glenfield Drive, William Mannix Avenue and Brookview Street.



Approved by the Council of Camden


General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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PART 2

Plan of Subdivision of Lots 1 and 2 in
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THE BODIES OR AUTHORITIES EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE POSITIVE COVENANT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS CAMDEN COUNCIL. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

TO ACHIEVE A UNIFORM NEIGHBOURHOOD CHARACTER AND CONSISTENCY OF DESIGN AND BUILDING, THE FOLLOWING TERMS OF THE RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN ARE TO BE OBSERVED

- (a) No building shall be constructed on any Lot burdened unless:
- I. The external walls are predominantly constructed of brick of a continuous colour or stone or have a rendered finish, or consist of such external cladding systems as the Harditex Lightweight Cladding System provided same is installed to the manufacturer's recommendations and utilises approved coatings and applicators, or of other materials approved in writing by Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited; and
 - II. The roof is of cement or terra cotta tiles, slate, shingles or colourbond steel decking, or such other non reflective material as may be approved by Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited at its absolute discretion, and constructed to a minimum pitch of 25 degrees from the horizontal,
 - III. Windows which are visible from the street shall have a proportion of 1.5:1 in the vertical dimension, excepting where banks of windows are so designed,
 - IV. Banks of windows visible from the street are only permissible if the vertical mullions are of a sufficient dimension to contribute to a vertical appearance.
 - V. On corner lots the facades facing all public roads are constructed to have a similar proportion and character.
- (b) No dwelling shall be constructed on any lot burdened having an overall living area measured to the external face of the building of less than 95 square metres (excluding garages, carports, verandahs, and patios).
- (c) No transportable, demountable, mobile or kit homes are permitted to be erected on any lot burdened without the prior written consent of Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited.



Approved by the Council of Camden


General Manager

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

Lengths are in metres

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Sheets

PART 2

Plan: **DP 881933**

Plan of Subdivision of Lots 1 and 2 in
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-
- (d) No garage, carport, garden shed or other detached outbuilding or structure shall be constructed on any lot burdened prior to the construction of a dwelling on the lot.
 - (e) No driveway shall be constructed on any lot burdened of materials other than stencilled or patterned concrete, or segmented pavers.
 - (f) No garage shall be constructed on the street alignment to which the house is fronting unless it is set back a minimum of 0.6 metres from the front alignment of the house excepting where it is incorporated into a verandah form.
 - (g) No garage shall be constructed on the street alignment other than in (f) above unless it is set back a minimum of 1 metre from the street alignment.
-

TO ACHIEVE AND MAINTAIN A NEIGHBOURHOOD CHARACTER IN ACCORDANCE
WITH DESIGN GUIDELINES, THE FOLLOWING TERMS OF RESTRICTION ON USE OF
LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN ARE TO BE
OBSERVED

- (a) For so long as Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited remains the registered proprietor of any lot in the Spring Hill Village Estate;
 - I. No plans may be submitted to Camden Council for design and siting approval, without prior submission and approval in writing from Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited.
 - II. No building shall be constructed or altered on any lot burdened unless Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited has:
 - approved in writing plans and specifications for the construction or alteration, and
 - the construction or alteration is carried out in accordance with the approved plans and specifications.



Approved by the Council of Camden


General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT 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 ²⁷26
Sheets

PART 2

Plan: **DP 881933**

Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
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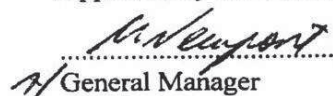
Such plans must:

- be generally in accordance with the Design Guidelines,
- include details of fencing types, and
- include manufacturers brochure colour photographs of the wall and roof materials proposed to be used.

III. Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited. shall have an absolute discretion to refuse approval or to give approval subject to conditions without being obligated to furnish reasons for its decision PROVIDED that Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited will not unreasonably or capriciously refuse or withhold approval. Refusal shall not be or be deemed unreasonable or capricious if a registered Architect nominated by Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited has certified that:

- the proposed building or alteration does not conform with the general standards of design and planning of the development of other lands within Spring Hill Village, or
 - the proposed building or alteration is undesirable by reason of the effect that it would have upon the development, appearance, health or amenity of the neighbourhood or any part of it.
- (b) No motor lorry or motor omnibus shall be regularly parked on any Lot burdened unless it is wholly contained within a garage or carport built in compliance with this instrument.
- (c) No motor lorry or motor omnibus shall be regularly parked on any road or public place within the land contained in the abovementioned plan.
- (d) No plant, machinery, building materials, and/or other equipment, including but without limiting the generality thereof any caravans, box trailer, boat, boat trailers, mobile garbage bins, air conditioning units, garden equipment, and the like, or any part thereof, shall be stored on any lot unless the same is either:
- I. not visible from any public road and/or place; or
 - II. is screened from any public road and/or place in a manner approved by Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited.

Approved by the Council of Camden


General Manager

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

Lengths are in metres

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PART 2

Plan: **DP 881933**

Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
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-
- (e) No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place.
- (f) No "two-dwelling development" as defined in Camden Councils Local Environmental Plan No.72 shall be provided on any lot burdened with the exception of Lots 102 to 107 inclusive, 160 to 165 inclusive, 167 to 171 inclusive, and 134, and where provided shall:
- not be constructed of materials other than those in character with the main dwelling,
 - be of similar standard and finish to the main dwelling, and
 - form part of the main dwelling erected on the lot.
- (g) For so long as Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited remains the registered proprietor of any Lot in the Estate no advertisement, boarding, sign or other similar structure which is intended to be capable for the use or display of advertisements or notices shall be erected or allowed to remain on any Lot burdened or part thereof without the prior written consent of Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited and Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited shall have the right to enter any lot or part thereof and remove any advertisement hoarding sign or other similar structure for which approval has not been given.
- (h) No extension, awning, pergola or other attachments to the existing building shall be:
- constructed of materials other than those in character with, and
 - shall be of similar standard and finish to the main dwelling erected on the lot.
- (i) No prefabricated carport or prefabricated or metal clad garage or any other garage or carport shall be constructed on any lot burdened unless it is of similar design, standard and finish to the dwelling erected on the lot.
- (j) No existing tree on any lot may be removed or altered in any way without the Statutory Consent of the Camden Council, and the consent in writing of Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited.

Approved by the Council of Camden


General Manager

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

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For the purposes of restrictions (b) and (c):

"Motor Lorry" means any motor vehicle which is constructed principally for the conveyance of goods or merchandise or for the conveyance of any kind of materials used in any trade, business or industry, or for use in any work whatsoever other than the conveyance of persons.

"Motor Omnibus" means any motor car fitted or equipped or constructed so as to seat more than 8 adult persons and in respect of which payment is received for the conveyance of any passengers along a public street.

TO ACHIEVE AND MAINTAIN A NEIGHBOURHOOD CHARACTER IN ACCORDANCE
WITH THE DESIGN GUIDELINES, THE FOLLOWING TERMS OF THE RESTRICTION ON
THE USE OF LAND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN ARE TO
BE OBSERVED

- (a) No fence shall be erected along the road alignment with Spring Hill Circle, Currans Hill Drive, William Mannix Avenue, Glenfield Drive, Lakeside Street and Brookview Street unless it is of a Type A(a) fence shown and described on sheet 18 of 26 sheets.
- (b) No fence shall be erected along the road alignment between Lot 118 and Parkside Court unless it is of a Type A(a) fence shown and described on sheet 18 of 26 sheets.
- (c) No dividing fence erected on or near a common boundary with any other lot in the subdivision and situated forward of a point one metre behind the front facade of the dwelling immediately adjoining shall be constructed of materials other than those of a Type A(a) fence shown and described on sheet 18 of 26 sheets
- (d) No dividing fence erected on or near a common boundary with any other lot in the subdivision and situated minimum of one metre behind the front facade of the dwelling immediately adjoining shall be constructed of materials other than those of a Type B fence shown and described on sheet 19 of 26 sheets.
- (e) No dividing fence erected along any common boundary with any public open space other than road and situated a minimum of one metre behind the building line as fixed by the Council of Camden shall be constructed of materials other than those of a Type G(a) fence or Type G(b) fence shown and described on sheet 24 of 26 sheets or Type G(c) fence shown and described on sheet 25 of 26 sheets.



Approved by the Council of Camden


General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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-
- (f) No dividing fence erected along any common boundary with any public open space other than road and situated forward of a point one metre behind the building line as fixed by the Council of Camden shall be constructed of materials other than those of a Type A(a) fence or Type A(b) fence shown and described on sheet 18 of 26 sheets or Type D fence shown and described on sheet 20 of 26 sheets.
-

TO ACHIEVE AND MAINTAIN A NEIGHBOURHOOD CHARACTER IN ACCORDANCE WITH THE
DESIGN GUIDELINES, THE FOLLOWING TERMS OF THE RESTRICTION ON THE USE OF LAND
NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN ARE TO BE OBSERVED

No fence or gate shall be erected along the road alignment with any lot burdened and Parkside Court or Glen Place unless it is of a Type C fence shown and described on sheet 19 of 26 sheets or Type G(a) fence or Type G(b) fence shown and described on sheet 24 of 26 sheets.

TO ACHIEVE AND MAINTAIN A NEIGHBOURHOOD CHARACTER IN ACCORDANCE WITH
DESIGN GUIDELINES, THE FOLLOWING TERMS OF RESTRICTION ON USE OF LAND TENTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN ARE TO BE OBSERVED

No fencing other than that described below shall be constructed along any boundary in any manner other than that shown in Diagram One on sheet 17 of 26 sheets. Fencing described as follows:

- (a) Excepting where the lot is a corner lot, no fence shall be erected along the road alignment to which the house is fronting of each lot burdened unless it is of a Type A(a) fence or Type A(b) fence shown and described on sheet 18 of 26 sheets or fencing Type D fence shown and described on sheet 20 of 26 sheets.
- (b) No dividing fence erected on or near a common boundary with any other lot in the subdivision and situated forward of a point one metre behind the front facade of the dwelling immediately adjoining shall be constructed of materials other than those of a Type A(a) fence or Type A(b) fence shown and described on sheet 18 of 26 sheets or Type D fence shown and described on sheet 20 of 26 sheets.
- (c) Where the lot is a corner lot, no fence shall be erected along the road alignment to which the dwelling faces unless it is of a Type A(a) fence or Type A(b) fence shown and described on sheet 18 of 26 sheets or Type D fence shown and described on sheet 20 of 26 sheets.

Approved by the Council of Camden

General Manager

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

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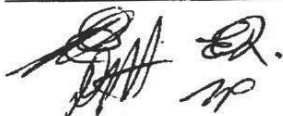
Plan: **DP 881933**

Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
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-
- (d) Where the lot is a corner lot, no fence shall be erected along or near the road alignment to which the dwelling does not face and which returns to a point one metre behind the front facade of the dwelling immediately adjoining unless it is of a Type E(a) fence shown and described on sheet 21 of 26 sheets or fencing Type E(b) fence shown and described on sheet 22 of 26 sheets or Type F fence shown and described on sheet 23 of 26 sheets and is set back a minimum 0.6 metres for 30% of its length.
- (e) No dividing fence erected on or near a common boundary with any other lot in the subdivision and situated a minimum of one metre behind the front facade of the dwelling immediately adjoining shall be constructed of materials other than those of a Type B fence shown and described on sheet 19 of 26 sheets.
- (f) No dividing fence erected along any common boundary with any public open space other than road and situated a minimum of one metre behind the building line as fixed by the Council of Camden shall be constructed of materials other than those of a Type G(a) fence or Type G(b) fence shown and described on sheet 24 of 26 sheets or Type G(c) fence shown and described on sheet 25 of 26 sheets.
- (g) No dividing fence erected along any common boundary with any public open space other than road and situated forward of a point one metre behind the building line as fixed by the Council of Camden shall be constructed of materials other than those of a Type A(a) fence or Type A(b) fence shown and described on sheet 18 of 26 sheets or Type D fence shown and described on sheet 20 of 26 sheets.
-

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

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited without the consent of Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited or its successors other than purchasers on sale PROVIDED HOWEVER that this restriction in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the such time as Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited or its successors other than purchasers on sale is the registered proprietor of any land within the plan or any land immediately adjoining the land within the plan.



Approved by the Council of Camden

General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
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PART 2

Plan:

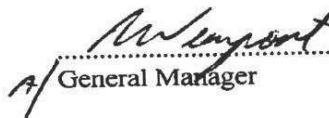
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THE BODIES OR AUTHORITIES EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTIONS SIXTHLY, SEVENTHLY, EIGHTHLY, NINTHLY, TENTHLY AND ELEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS LANDCO (NSW) PTY LIMITED OR WOLIN INVESTMENTS PTY LIMITED WHILST LANDCO (NSW) PTY LIMITED OR WOLIN INVESTMENTS PTY LIMITED IS AN OWNER OF ANY LOT OR PART OF A LOT IN THE SUBDIVISION. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

Handwritten signatures and initials, including what appears to be 'DH' and 'EA'.

Approved by the Council of Camden


General Manager

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

Lengths are in metres

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Sheets

PART 2

Plan:

DP 881933

Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
Certificate No. 63
of 1998

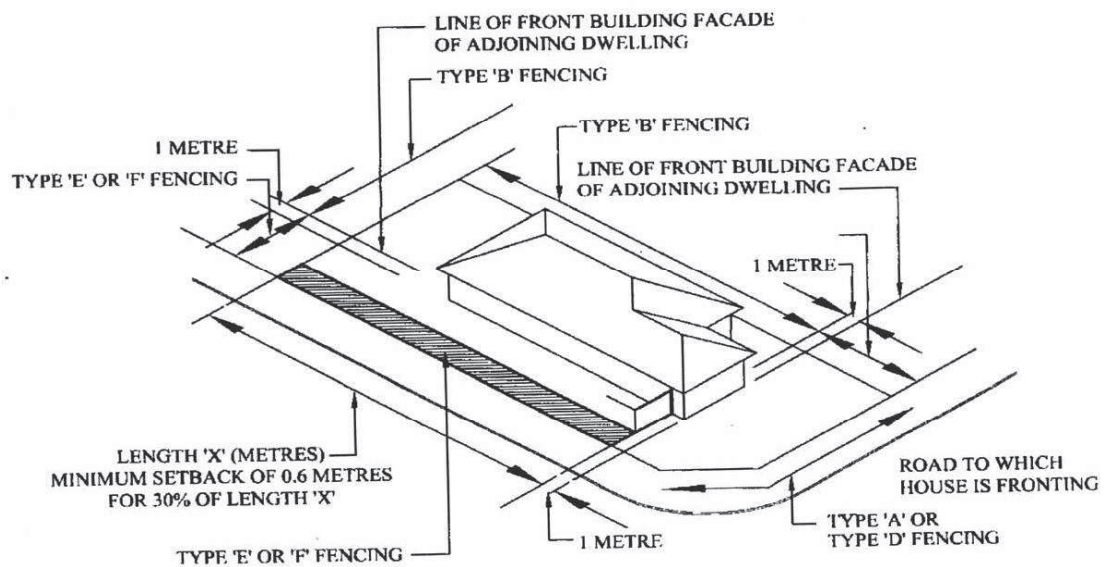


DIAGRAM ONE

Approved by the Council of Camden

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General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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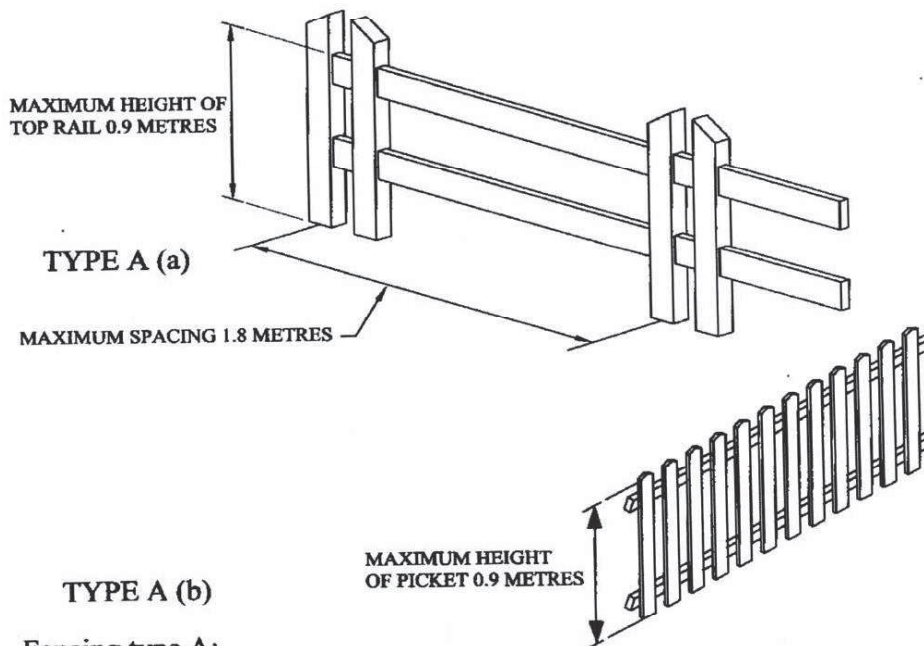
Lengths are in metres

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Fencing type A:

- I. generally constructed of double 150mm by 100mm hardwood posts 150mm apart with the top cut to a 30 degree chamfer and spaced at a maximum of 1.8 metre centres, Type A (a), or timber picket, Type A (b), or of other such materials and dimensions as approved in writing by Landco (NSW) Pty.Limited,
- II. for Type A (a), two rails provided of 150mm by 50mm hardwood or of other such materials and dimensions as approved in writing by Landco (NSW) Pty.Limited and/or Wolin Investments Pty.Limited, and
- III. does not exceed 0.9 metres in height, as shown.

Approved by the Council of Camden

General Manager

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

Lengths are in metres

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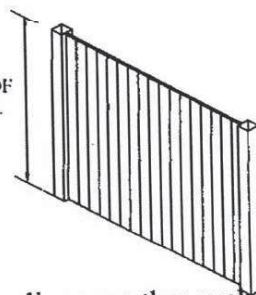
PART 2

Plan: DP 881933

Plan of Subdivision of Lots 1 and 2 in
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of 1998

TYPE B

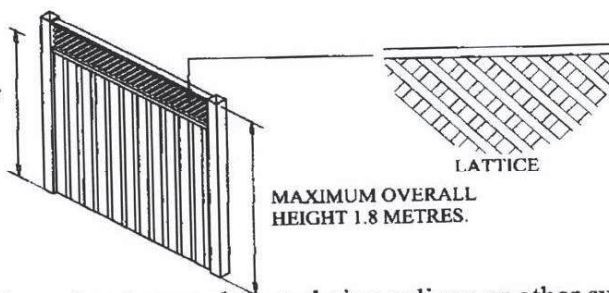
MAXIMUM HEIGHT OF
PALINGS 1.8 METRES.



Fencing Type B:

- I. generally constructed of lapped treated pine palings or other such materials as are compatible with those used to clad the dwelling and approved in writing by Landco (NSW) Pty.Limited and/or Wolin Investments Pty.Limited, and
- II. shall not exceed 1.8 metres in height.

MAXIMUM HEIGHT OF
PALINGS 1.5 METRES



TYPE C

Fencing Type C:

- I. generally constructed of lapped and capped treated pine palings or other such materials as are compatible with those used to clad the dwelling and approved in writing by Landco (NSW) Pty Limited, and/or Wolin Investments Pty.Limited, and
- II. shall be to a maximum height of 1.5 metres with lattice such that the fencing shall not exceed 1.8 metres in height.

Approved by the Council of Camden

[Handwritten signatures]

[Handwritten signature]
General Manager

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

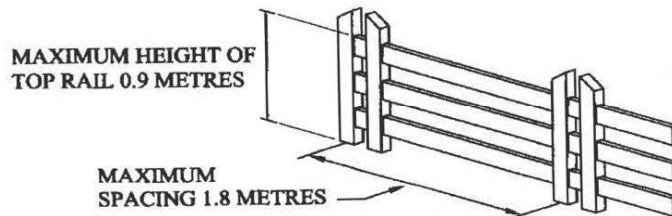
Lengths are in metres

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TYPE D

Fencing Type D.

- I. generally constructed of double 150mm by 100mm hardwood posts 150mm apart with the top cut to a 30 degree chamfer and spaced at a maximum of 1.8 metres centres, or of other such materials and dimensions as approved in writing by Landco (NSW) Pty.Limited and/or Wolin Investments Pty.Limited,
- II. three rails provided of 150mm by 50mm hardwood or of other such materials and dimension as approved in writing by Landco (NSW) Pty.Limited and/or Wolin Investments Pty.Limited, and
- III. does not exceed 0.9 metres in height, as shown.

Approved by the Council of Camden

[Handwritten signatures]

[Handwritten signature]
General Manager

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

Lengths are in metres

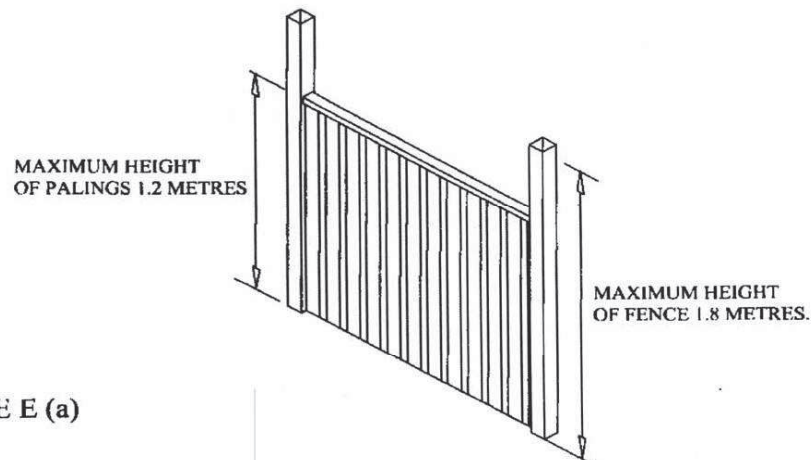
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Plan:

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Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
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of 1998



TYPE E (a)

Fencing Type E (a):

- I. generally constructed of lapped and capped treated pine palings or other such materials as are compatible with those used to clad the dwelling and approved in writing by Landco (NSW) Pty Limited, and/or Wolin Investments Pty.Limited, and
- II. shall be to a maximum height of 1.2 metres with the posts not exceeding 1.8 metres in height.

Approved by the Council of Camden

General Manager

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

Lengths are in metres

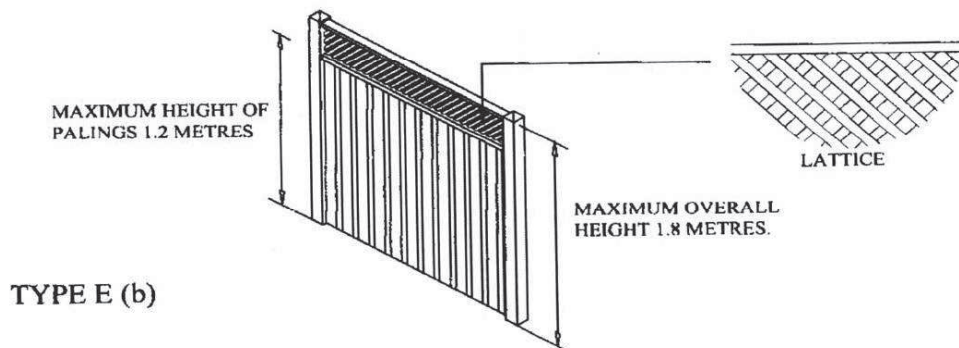
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Plan:

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Plan of Subdivision of Lots 1 and 2 in
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Fencing Type E (b):

- I. generally constructed of lapped and capped treated pine palings or other such materials as are compatible with those used to clad the dwelling and approved in writing by Landco (NSW) Pty Limited, and/or Wolin Investments Pty.Limited, and
- II. shall be to a maximum height of 1.2 metres with lattice such that the fencing shall not exceed 1.8 metres in height.

Approved by the Council of Camden

General Manager

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

Lengths are in metres

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Sheets

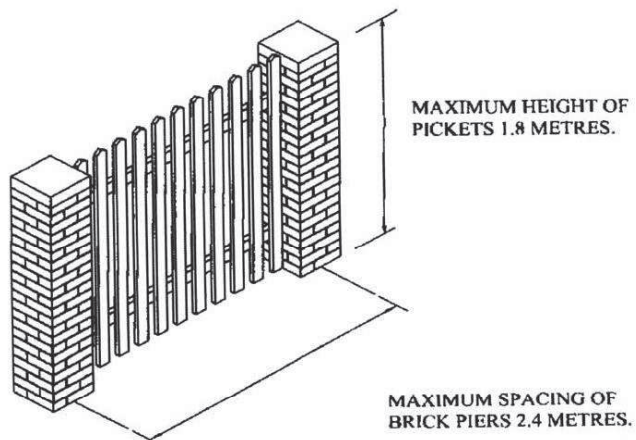
PART 2

Plan:

DP 881933

Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
Certificate No. **63**
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TYPE 'F'.



Fencing Type F:

- I generally constructed of brick piers and timber pickets or other such materials as are compatible those used to clad the dwelling and approved in writing by Landco (NSW) Pty.Limited and/or Wolin Investments Pty.Limited, and
- II. does not exceed 1.8 metres in height.

Approved by the Council of Camden

General Manager

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

Lengths are in metres

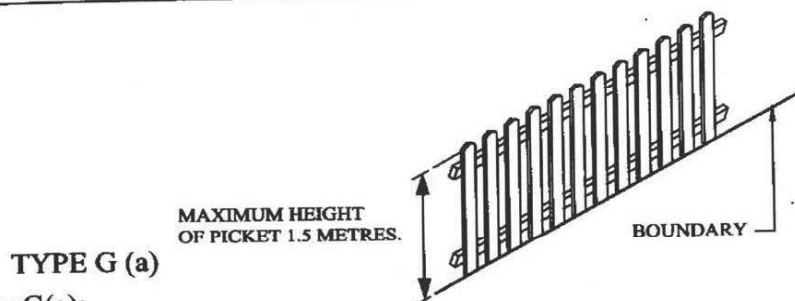
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PART 2

Plan:

DP 881933

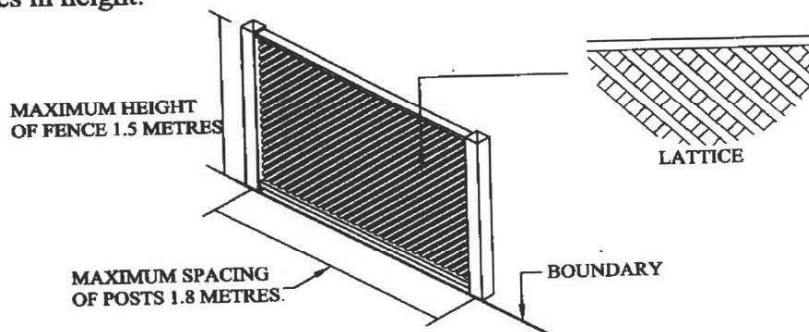
Plan of Subdivision of Lots 1 and 2 in
 DP876908 Covered by Council Clerk's
 Certificate No. **43**
 of **1998**



TYPE G (a)

Fencing type G(a):

- I. generally constructed of timber picket or other such materials as are compatible with those used to clad the dwelling and approved in writing by Landco (NSW) Pty.Limited and/or Wolin Investments Pty.Limited, and
- II. does not exceed 1.5 metres in height.



TYPE G (b)

Fencing type G (b):

- I. generally constructed of timber posts spaced at a maximum of 1.8 metre centres and lattice or other such materials as are compatible with those used to clad the dwelling and approved in writing by Landco (NSW) Pty.Limited and/or Wolin Investments Pty.Limited, and
- II. does not exceed 1.5 metres in height.

Approved by the Council of Camden

[Handwritten signatures]

[Handwritten signature]
 General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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Lengths are in metres

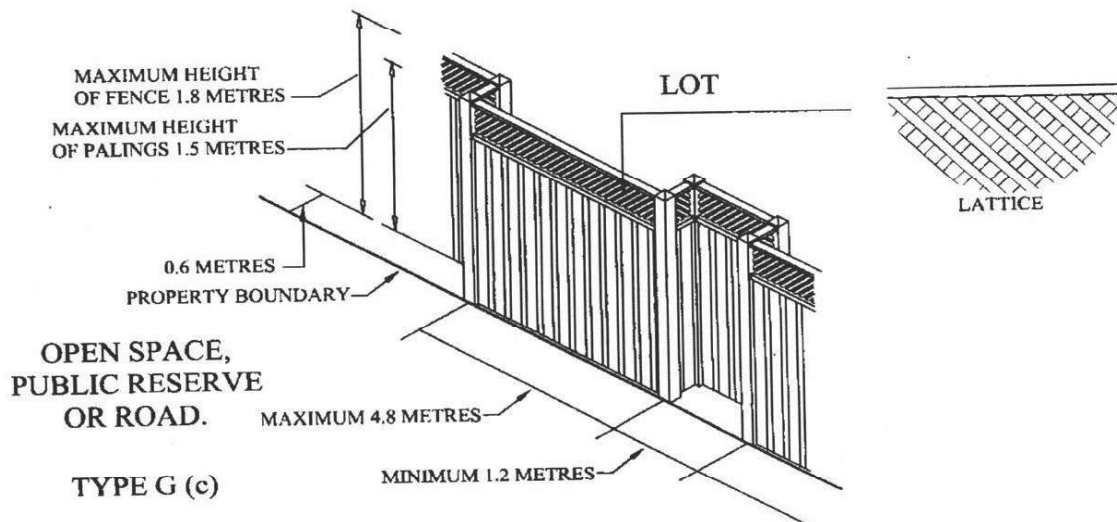
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PART 2

Plan:

DP 881933

Plan of Subdivision of Lots 1 and 2 in
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Fencing type G(c):

- I. generally constructed of lapped and capped treated pine palings or other such materials as are compatible with those used to clad the dwelling and approved in writing by Landco (NSW) Pty.Limited and/or Wolin Investments Pty.Limited,
- II. erected to a maximum height of 1.5 metres with lattice such that the fencing shall not exceed 1.8 metres in height, and
- III. recessed a minimum of 0.6 metres into the lot burdened for a minimum length of 1.2 metres alternating with no setback for a maximum length of 4.8 metres and repeated as necessary for the length of the boundary.

Approved by the Council of Camden

General Manager

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

Lengths are in metres

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Sheets

PART 2

Plan:

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Plan of Subdivision of Lots 1 and 2 in
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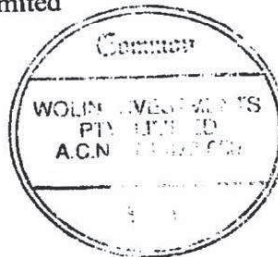
The Common Seal of Landco (NSW) Pty Limited
was hereunto affixed by resolution of the
Directors in the presence of:



SECRETARY

DIRECTOR

The Common Seal of Wolin Investments Pty Limited
was hereunto affixed by resolution of the
Directors in the presence of:



SECRETARY

DIRECTOR

Signed at Canberra by STACEE
BANK LIMITED
by its Attorneys who state that they have
received no notice of revocation of Power
of Attorney No. 101112

KATHLEEN AVEYARD
Justice of the Peace

Signature.....
ATTORNEY
NAME: RODNEY JOHN SUTTON
TITLE: SENIOR MANAGER

Signature.....
ATTORNEY
NAME: BARBARA JOY MILLS
TITLE: CREDIT ANALYST

Approved by the Council of Camden

A/General Manager

DP 881933

Sheet 27 of 27.Sheets

COMMONWEALTH BANK OF AUSTRALIA BEING THE MORTGAGEE
UNDER LENDERS MORTGAGE No. DATED 5290040 in F/1 2/876908
P. THE PREMISES DEMISED BY THE 'WITHIN LINEN' PLAN
MUST CONSENTS TO SUCH LINEN PLAN.

SIGNED IN MY PRESENCE AT

DAVID LEIGH CROKER

COMMONWEALTH BANK OF AUSTRALIA, its attorney DAVID LEIGH CROKER
who is SENIOR MANAGER
for the time being at CAMPBELLTOWN
and who is attorney mentioned and referred to in
Power of Attorney registered in the LAND TITLES OFFICE
Book 4013 No. 615.

The Comm. of the State of Australia
fully con.

CAROL CLEGG, Bank Officer,
180 Queen Street, Campbelltown, New South Wales

REGISTERED

JSC 25-11-1998

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

APPLICANT: Connolly Conveyancing
10 HILL STREET
CAMDEN 2570

Certificate number: 20236011
Reference number: 1384444
Certificate issue date: 22/10/2025
Certificate fee: \$71.00
Applicant's reference: SKINNER 25-1902
Property number: 115711
Applicant's email: sophie@connollyconveyancing.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 162 DP: 881933
Address: **54 Currans Hill Drive CURRANS HILL 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 – 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

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.

PATTERN BOOK DEVELOPMENT 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 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.

AGRITOURISM AND FARM STAY ACCOMMODATION 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.

24 SPECIAL ENTERTAINMENT PRECINCTS

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

Not applicable

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: 8004756071

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF **CAMDEN**

SUBURB OF **CURRANS HILL**

Copy of Diagram no. **3044265**

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

- Manhole
- Chamber
- Lamphole
- Boundary Trap
- Inspection Shaft
- Pit
- Grease Interceptor
- Gully

INDICATES - PLUMBING FIXTURES & OR FITTINGS

- P. Trap
- Reflux Valve
- Cleaning Eye
- Vertical Pipe
- Induct Pipe
- Mica Flap
- Junction
- Rodding Point

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

- Clean out
- Vent Pipe
- Tubs
- Kitchen Sink
- Water Closet
- Bath Waste
- Handbasin
- Soil Vent Pipe
- Bidet
- Shower
- Dishwasher
- Floor Waste
- Washing Machine
- Bar Sink
- Lap Sink
- Waste Stack

SEWER AVAILABLE

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.

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).

Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres

W.s. _____ U.s. _____ Sewer Ref. Sheet No. _____ _____	DRAINAGE Inspected by Inspector _____	Date of Issue _____	PLUMBING Inspected Inspector _____
	Cert. Of Compliance No. _____	Outfall _____	Cert. Of Compliance No. _____
	Field Diagram Examined by _____	Drainer _____	_____
	Tracing Checked by _____	Plumber _____	_____
Connection Date: _____		Boundary Trap NOT REQUIRED For Regional Manager	

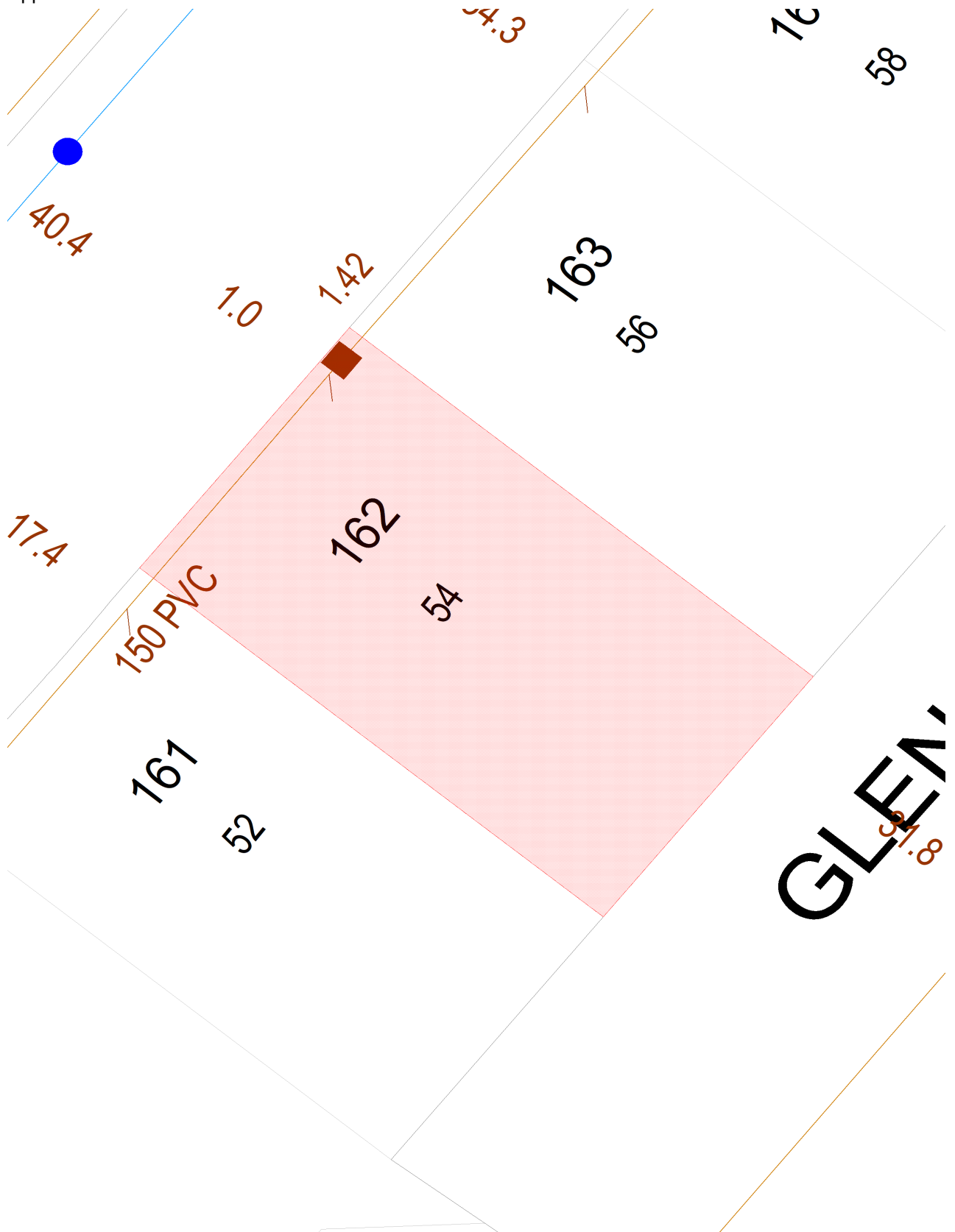
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Disclaimer

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: 8004756072



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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			
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
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	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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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)

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