

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	wiseberry acclaim real estate Shop 10/1975-1985 Camden Valley Wy, Prestons NSW 2170	phone: 0421 504 007. email: mitchellcrawford@wiseberry.com.au ref: Mitchell Crawford.
co-agent		
vendor	MARK ANDREW YON AND DOROTHY ANNE YON	
vendor's solicitor	All Saints Conveyancing 15 Hinkler Street Brighton Le Sands NSW 2216	phone: 0424005205 email: info@allsaintsconveyancing.net ref: 254339
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	3 WARNER ST CAMDEN PARK NSW 2570 LOT 756 DEPOSITED PLAN 1075905 Folio Identifier 756/1075905	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning ☐ clothes line ☒ blinds ☐ curtains ☐ built-in wardrobes ☒ dishwasher ☒ ceiling fans ☐ EV charger ☒ other: SPA	☒ fixed floor coverings ☒ range hood ☐ insect screens ☐ solar panels ☒ light fittings ☒ stove ☐ pool equipment ☐ TV antenna
exclusions		
purchaser		
purchaser's solicitor		
price		
deposit		
balance	(10% of the price, unless otherwise stated)	
contract date	(if not stated, the date this contract was made)	

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

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

buyer's agent

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

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 _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ 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 _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

Pexa

Manual transaction (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, 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**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

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	Strata or community title (clause 23 of the contract)
☒ 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 that is 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	☐ 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 the off the plan contract Other ☐ 60
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	

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.

ADDITIONAL SPECIAL CONDITIONS TO CONTRACT FOR SALE OF LAND

33. Capacity

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included herein, it is hereby agreed and declared that should either party or there being more than one of either party, any one or more of them, prior to completion:

33.1 die or become mentally ill;

33.2 be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a Petition for winding up presented or enter into any scheme or arrangement with its creditors or should any liquidator receiver or manager or administrator be appointed,

then either party may rescind this Contract by notice in writing forwarded to the solicitor named herein as that party's solicitor and thereupon this Contract shall be at an end and the provisions of Condition 19 hereof shall apply.

34. Warranties

34.1 The Purchaser acknowledges that he is purchasing the property in its present condition and state of repair and with any defects as regards its construction and subject to any infestation contamination and dilapidation as at the date of this Contract and as a result of his own inspection, knowledge and enquiries and that the Vendor has not nor has any one on his behalf made any representation or warranty in respect of the property whether as to its fitness for any particular purpose or otherwise and the Purchaser acknowledges that he shall not be entitled to call upon the Vendor to effect any repairs or remediation whatsoever, whether of a structural nature or otherwise, to the property or the improvements erected upon the property nor make any objection, requisition or claim for compensation in respect of any such matter as is referred to herein.

34.2 The Purchaser acknowledges that it has inspected the Property and the improvements (if any) erected thereon and accepts it and them (if any) in their state of repair as at the date of this Contract and shall not be entitled to make any objection, requisition or claim for compensation arising out of the state of repair or condition of the buildings erected on the Property (including, without limitation, by infestation of the buildings by white ants, borers or termites, or make any objection, requisition or claim for compensation concerning the state of construction or repair (or otherwise) of the Property or any part thereof.

35. Notice to Complete

35.1 Where for any reason other than default or delay by the party proposing to give a notice to complete this contract is not completed by the completion date, then at any time after the completion date the party not in default may serve on the party in default a notice to complete which makes time of the essence of this contract. Any notice to complete shall nominate a date by which this contract must be completed, which date must be at least 14 days after the date of service of the notice to complete (calculated exclusive of the date of service but inclusive of the nominated date). The parties acknowledge that this period of 14 days is reasonable for all purposes. The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and/or, at its option, extend or issue a further Notice to Complete.

35.2 Should the vendor serve a Notice to Complete hereunder the purchaser will pay to the vendor on settlement the sum of \$330.00 by way of liquidated damages which the parties acknowledge is a reasonable figure to cover the expenses of drafting, preparing and serving the Notice.

36. Interest

If Completion does not take place on or before the date for completion due to the purchaser, then without prejudice to all other remedies of the vendor, the purchaser must pay on Completion to the vendor by way of liquidated damages, interest on the price less the deposit at the rate of 10% per annum calculated daily from the date for completion until the date of Completion. For the avoidance of doubt the parties acknowledge and agree that the purchaser is not liable to pay interest to the vendor under this clause during any period that the vendor is not otherwise ready willing and able to settle."

37. Objections, Requisitions or Claims

Subject always to any specific right of rescission that may be available under this Contract or under the *Conveyancing (Sale of Land) Regulation 2010*, no objection, requisition or claim shall be made by the Purchaser in respect of any of the following matters:

- a) the identification of the property;
- b) the position of any improvements thereon;
- c) the non-compliance of the property with the provisions of the Local Government Act, 1993 and the Ordinances and Regulations thereunder;
- d) any irregularities in respect of the provisions of the *Local Government Act 1993* or the *Environmental Planning & Assessment Act 1979* or any Ordinance or Regulation made thereunder.

38. State of Property

The Vendor shall be under no obligation to make good any hole, cavity, mark or scratch made as a result of the Vendor's removal of an Exclusion or fixture from the property provided that the Vendor acknowledges and agrees that it shall take all proper reasonable care and responsibility in the removal of such exclusion or fixture from the property. The Purchaser agrees that they cannot make any objection, requisition, delay completion or make any claim for compensation in this regard. The Purchaser also acknowledges the Vendor will be handing over all the keys for the property in their possession and the Purchaser agrees they will not make any claims for compensation or delay completion due to any missing keys on settlement.

39. Real Estate

The Purchaser warrants that he has not been introduced to the Vendor or to the property directly or indirectly by any Real Estate Agent or other persons who might be entitled to claim commission from the Vendor in respect of this sale other than as named in this Contract and the Purchaser shall indemnify and keep indemnified the Vendor from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty and any costs including legal costs on an indemnity basis incurred by the Vendor as a consequence thereof and the Vendor's rights under this clause continue after completion, whether or not other rights continue.

40. Deposit

40.1 In the event that the property is sold subject to a cooling off period pursuant to section 66S of the *Conveyancing Act 1919* then notwithstanding the provisions of clause 2 the deposit shall be paid in the following manner:

- a) As to the sum of 0.25% of the purchase price on the date hereof;
- b) As to the sum of 9.75% of the purchase price on or before expiry of the cooling off period.

40.2 IF the deposit agreed to be paid by the Purchaser is less than 10% of the purchase price and the Vendor becomes entitled to forfeit the deposit actually paid, the Purchaser shall immediately on demand pay to the Vendor the difference between the 10% of the purchase price and the amount actually paid (to the intent that a full 10% of the purchase price is forfeitable upon default).

41. Release of Deposit

The deposit referred to herein shall be released if required for payment of the Vendor's mortgage at settlement, for the vendor's use as deposit on a purchase of real estate or on account of stamp duty payable in relation thereto (including any mortgage) providing such deposit shall only be paid into the Trust Account of a licensed agent, solicitor, Revenue NSW or the PEXA workspace in which this matter relates, and providing that such deposit shall not be further released to third parties without the purchaser's express consent.

42. Use of Deposit for Settlement

Should the vendor require the use of the deposit on settlement in order to settle this matter or any simultaneous purchase or sale, the purchaser grants permission for the deposit to be released and transferred into the PEXA source account within the workspace of the subject matter. The PEXA source account must be created by the purchaser's solicitor/conveyancer and account details provided to us no later than the latter of 3 days prior to settlement or 24 hours from the notice from the vendor that the deposit is required. The vendor shall not be liable for any costs for the purchaser to comply with this condition.

43. Representations

It is hereby agreed that the Purchaser has not entered into this agreement as a result of any representation, oral or written by the Vendor or any one on the Vendor's behalf other than as set forth in this agreement and the Purchaser acknowledges having made all such investigations and inquiries as the Purchaser deems appropriate. This agreement comprises all of the terms in the agreement between the Vendor and the Purchaser.

44. F.I.R.B Approval

The Purchaser warrants to the Vendor that it is not a "foreign corporation" or "foreign person" as defined in the Foreign Acquisitions and Takeovers Act, 1975, as amended (the "Act") or has obtained approval from the Foreign Investment Review Board to purchase the Property. The Purchaser irrevocably indemnifies and will keep indemnified the Vendor against all liability, loss, damage and expense the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

45. Swimming Pool

The Vendor discloses, and the Purchaser acknowledges that if a Certificate of Non-Compliance in respect of the swimming Pool is annexed to this Contract, the Purchaser cannot require the Vendor to do any of the following:

- a) carry out any works to the Swimming Pool or its surrounds;
- b) make any financial adjustment in favour of the Purchaser in respect of the noncompliance; or
- c) provide to the Purchaser a Certificate of Compliance.

46. Requisitions

The Purchaser agrees that the Requisitions on Title annexed to this contract are the only form of general requisitions that they are entitled to make under clause 5 (although this does not limit the right to make further specific requisition resulting from the replies to requisitions).

47. Sewer Diagram

- a) If a letter from the relevant authority confirming that the sewerage diagram is not available is attached to the Contract then, then the purchaser will not make any objection, requisition, or claim, or rescind or terminate or delay completion of this contract as a result of the inability of the vendor or purchaser to obtain a sewer diagram in relation to the property.
- b) If Sewer diagram is attached to this Contract, the Vendor discloses that the Sewer Diagram attached to the Contract for Sale is the only diagram available for the subject property. The purchaser will not be entitled to make any requisition, objection, claim for compensation nor attempt to delay completion or rescind this Contract in this regard.

48. Holiday Period

The parties agree that should the settlement date fall from 22 December 2025 until 14th January 2026, the parties will amend the settlement date to the next business day after 14th January 2026. In the event that settlement is required to take place during that time at the purchaser's request, the purchaser will pay the vendors extra legal costs of \$770.00(incl GST).

49. Extension to the Cooling off Period

In the event the purchaser requests an extension to the cooling off period, the purchaser shall pay the vendor's further legal fees in the sum of \$220.00 to be paid by way of adjustment on settlement.

50. Amendments to Printed Form of the contract

In the event of any discrepancy between these special conditions and printed form of contract these special conditions shall prevail. The standard printed clauses of this contract are herein deemed to be amended as follows:

- (a) Clause 7.1.1 – delete "5%" of the price" and substitute "1%".
- (b) Clause 7.2.1 – "10%" is deleted and replaced with "1%";
- (c) Clause 23.5.1 – insert the words 'which includes special levies payable by instalments (where the adjustment period is the period of the instalments' to the end of the clause;
- (d) Clause 23.6 – clauses 23.6.1 and 23.6.2 are replace with the words 'and if not a special levy payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser;
- (e) Clause 23.13 – to be amended by deleting the "Vendor" and inserting "purchaser".

51. Company Guarantee & Indemnity

If the Purchaser (and, if comprising more than one person, any one or more of them) is a company, then in consideration of the Vendor entering into this contract with the Purchaser, the directors of the Purchaser and

("the Guarantors") hereby jointly and severally agree to guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by reason of any deemed waiver by the Vendor or by any means other than express waiver by the Vendor. Any rescission or termination of this contract will not waive any of the obligations arising pursuant to this clause. This guarantee and indemnity is an essential condition of this contract and is deemed to constitute a principal obligation between the Guarantors and the Vendor.

SIGNED, SEALED AND DELIVERED
by the Guarantors in the presence of:

.....
Witness

.....
Guarantor

Conditions of Sale by Auction

Part 3, Clause 18 of the Property and Stock Agents Regulation 2022

- (1) The following conditions are prescribed as applicable to 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 unless the auction relates solely to livestock,
 - (b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,
 - (c) the highest bidder is the purchaser, subject to any reserve price,
 - (d) if there is a disputed bid—
 - (i) the auctioneer is the sole arbitrator, and
 - (ii) the auctioneer's decision is final,
 - (e) the auctioneer may refuse to accept a 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 must not be made or accepted after the fall of the hammer,
 - (h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.
- (2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—
 - (a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,
 - (b) subject to the condition prescribed by subsection (3)(a)—
 - (i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and
 - (ii) no other vendor bid may be made by the auctioneer or another 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 the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—
 - (a) more than 1 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 all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.
- (4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to 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 the 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 the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or
- (c) if 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—before or at the time specified in the agreement.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

Possession and Tenancies

1. Vacant possession of the Property must be given upon 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 upon 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 upon completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*? If so, please provide details.
5. If the tenancy is subject to the *Resident/a/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 upon completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared, and title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over upon completion.

- 16.
- (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over upon completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate Issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over upon completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) Identify the building work carried out.
 - (ii) When was the building work completed?
 - (iii) State the builder's name and licence number.
 - (iv) Provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is Included in the sale:
- (a) Did 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 of the exemptions claimed.
 - (d) Have any notices or orders been issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) If a certificate of non-compliance has been issued, please provide reasons for it 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.

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants, or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
21. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fiber glass?
- 22.
- (a) Does the Property have the benefit of water, sewage, drainage, electricity, gas, and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and Transfer

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



FOLIO: 756/1075905

SEARCH DATE	TIME	EDITION NO	DATE
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24/7/2025	10:05 AM	5	8/9/2018

LAND

LOT 756 IN DEPOSITED PLAN 1075905
AT CAMDEN
LOCAL GOVERNMENT AREA WOLLONDILLY
PARISH OF CAMDEN COUNTY OF CAMDEN
TITLE DIAGRAM DP1075905

FIRST SCHEDULE

MARK ANDREW YON
DOROTHY ANNE YON
AS JOINT TENANTS (T AI326804)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H567823 COVENANT
- 3 H567823 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 4 DP1062133 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1062133 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT
- 6 DP1075905 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1075905 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 8 DP1075905 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 9 AI326805 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

254339...

PRINTED ON 24/7/2025

PLAN FORM 2

SIGNATURE AND SEALS ONLY.

Licensed for and on behalf of:
 Stockland Development Pty Limited
 A/CN 000 064 835 of 141 duly authorised
 agency and Power of Attorney registered
 in Book 43, folio 309 who declares that the
 has no material avocation of the said
 Power of Attorney or the Power of Attor-
 ney.

NICHOLAS ARNOLD, DIRECTOR

Signature of Witness
 Name of Witness
 Address of Witness
 157 Liverpool Street, London, E.C. 2
 Address of Solicitor
 157 Liverpool Street, London, E.C. 2
 Address of Solicitor

I, _____, in approving this plan certify
(Authorized Officer)
that all necessary approvals in regard to the allocation of the fund
shown hereon have been given.

Signature: _____
Date: _____
File Number: _____
Office: _____

I certify that the provisions of the Environmental Planning
 and Assessment Act 1979 have been satisfied in relation to the
 proposed:

• (insert description of new work)

Subdivision

018-21

• authorized person: *Michaela Langley / Accredited Councillor*

Consent Authority: *Municipality of Sorel Comm.*
 Date of Enforcement: *21/11/01*

Accreditation no: *65 of 2004*

Subdivision Certificate No: *11624-03*

File no:

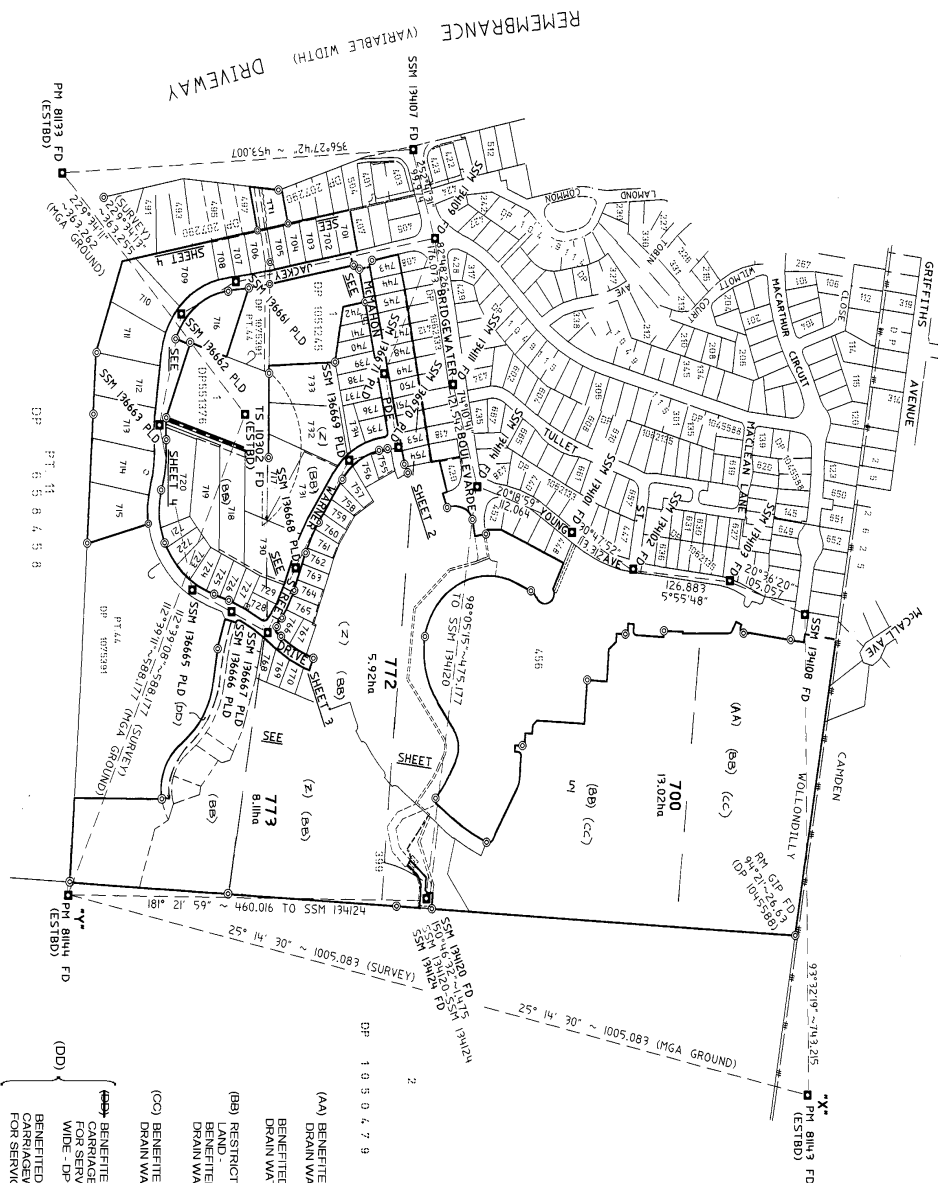
*Others authorized to inspect:

SURVEYOR'S REFERENCE: 75164.07.L01(1)N

Plan Drawing only to appear in this space

SURVEYING REGULATION 2000 (CLAUSE 39(2))					
MARK	M.G.A.	CO-ORDINATES	ZONE	CLASS	ORFEEF
15 10302	EASTING	6 224	N50.886	56	B
	NORTH	287	687.270	56	B
PT 81133	287	410.770	6 224	56	C
PT 81133	288	658.804	6 224	56	C
PT 81134	288	220.110	6 224	56	C
SOURCE: M.G.A. CO-ORDINATES ADAPTED FROM SCIENTIFIC AT 30/10/04					
COMBINED SCALE FACTOR 1.00041					

SURVEYING REGULATION 2001: CLAUSE 46			
MARK	AHD HEIGHT	VER	
		CLASS	ORDER
SSM 136665	97.375		
SSM 136667	98.256		
PM 81133	98.835	B	2
PM 81144	73.364 (ORIGIN)	B	2



(Z) COVENANT - H 567823

(A) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE - 9191081
BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE - 9191081

(B) RESTRICTION ON THE USE OF CHURCH LAND -
LAND - DP106291333
DRAIN WATER 1.5 WIDE
DRAIN WATER 1.5 WIDE - DP1023133

(C) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE
DP1065555

(D) BENEFITED BY RIGHT OF WAY FOR SERVICES 15 WIDE & VARIOUS SERVICES - 15 WIDE & VARIOUS SERVICES - DP10346630

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PH 8114
(ESTBD

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565	97.375	
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RECEIVED FOR DEPOSIT

	Registered: 9/12/2004 Title System: TORRENS	Purpose: SUBDIVISION Ref. Map: U 54-22-6# Last Plan: DP 1075391	PLAN OF SUBDIVISION OF LOT 43 DP 1075391	Lengths are in meters. Reduction Ratio: 1:4000	LGA: WOLLONDILLY Locality: CAMDEN Parish: CAMDEN County: CAMDEN	This is sheet 1 of my plan in 6 sheets. (Date of Inspection)	Surveyor Registration: 2000 1. DARRICK CAMPBELL 2. LENN & JAVANAH P. TOLMAY 3. LENN & JAVANAH P. TOLMAY 4. LENN & JAVANAH P. TOLMAY 5. LENN & JAVANAH P. TOLMAY 6. LENN & JAVANAH P. TOLMAY 7. LENN & JAVANAH P. TOLMAY 8. LENN & JAVANAH P. TOLMAY 9. LENN & JAVANAH P. TOLMAY 10. LENN & JAVANAH P. TOLMAY 11. LENN & JAVANAH P. TOLMAY 12. LENN & JAVANAH P. TOLMAY 13. LENN & JAVANAH P. TOLMAY 14. LENN & JAVANAH P. TOLMAY 15. LENN & JAVANAH P. TOLMAY 16. LENN & JAVANAH P. TOLMAY 17. LENN & JAVANAH P. TOLMAY 18. LENN & JAVANAH P. TOLMAY 19. LENN & JAVANAH P. TOLMAY 20. LENN & JAVANAH P. TOLMAY 21. LENN & JAVANAH P. TOLMAY 22. LENN & JAVANAH P. TOLMAY 23. LENN & JAVANAH P. TOLMAY 24. LENN & JAVANAH P. TOLMAY 25. LENN & JAVANAH P. TOLMAY 26. LENN & JAVANAH P. TOLMAY 27. LENN & JAVANAH P. TOLMAY 28. LENN & JAVANAH P. TOLMAY 29. LENN & JAVANAH P. TOLMAY 30. LENN & JAVANAH P. TOLMAY 31. LENN & JAVANAH P. TOLMAY 32. LENN & JAVANAH P. TOLMAY 33. LENN & JAVANAH P. TOLMAY 34. LENN & JAVANAH P. TOLMAY 35. LENN & JAVANAH P. TOLMAY 36. LENN & JAVANAH P. TOLMAY 37. LENN & JAVANAH P. TOLMAY 38. LENN & JAVANAH P. TOLMAY 39. LENN & JAVANAH P. TOLMAY 40. LENN & JAVANAH P. TOLMAY 41. LENN & JAVANAH P. TOLMAY 42. LENN & JAVANAH P. TOLMAY 43. LENN & JAVANAH P. TOLMAY 44. LENN & JAVANAH P. TOLMAY 45. LENN & JAVANAH P. TOLMAY 46. LENN & JAVANAH P. TOLMAY 47. LENN & JAVANAH P. TOLMAY 48. LENN & JAVANAH P. TOLMAY 49. LENN & JAVANAH P. TOLMAY 50. LENN & JAVANAH P. TOLMAY 51. LENN & JAVANAH P. TOLMAY 52. LENN & JAVANAH P. TOLMAY 53. LENN & JAVANAH P. TOLMAY 54. LENN & JAVANAH P. TOLMAY 55. LENN & JAVANAH P. TOLMAY 56. LENN & JAVANAH P. TOLMAY 57. LENN & JAVANAH P. TOLMAY 58. LENN & JAVANAH P. TOLMAY 59. LENN & JAVANAH P. TOLMAY 60. LENN & JAVANAH P. TOLMAY 61. LENN & JAVANAH P. TOLMAY 62. LENN & JAVANAH P. TOLMAY 63. LENN & JAVANAH P. TOLMAY 64. LENN & JAVANAH P. TOLMAY 65. LENN & JAVANAH P. TOLMAY 66. LENN & JAVANAH P. TOLMAY 67. LENN & JAVANAH P. TOLMAY 68. LENN & JAVANAH P. TOLMAY 69. LENN & JAVANAH P. TOLMAY 70. LENN & JAVANAH P. TOLMAY 71. LENN & JAVANAH P. TOLMAY 72. LENN & JAVANAH P. TOLMAY 73. LENN & JAVANAH P. TOLMAY 74. LENN & JAVANAH P. TOLMAY 75. LENN & JAVANAH P. TOLMAY 76. LENN & JAVANAH P. TOLMAY 77. LENN & JAVANAH P. TOLMAY 78. LENN & JAVANAH P. TOLMAY 79. LENN & JAVANAH P. TOLMAY 80. LENN & JAVANAH P. TOLMAY 81. LENN & JAVANAH P. TOLMAY 82. LENN & JAVANAH P. TOLMAY 83. LENN & JAVANAH P. TOLMAY 84. LENN & JAVANAH P. TOLMAY 85. LENN & JAVANAH P. TOLMAY 86. LENN & JAVANAH P. TOLMAY 87. LENN & JAVANAH P. TOLMAY 88. LENN & JAVANAH P. TOLMAY 89. LENN & JAVANAH P. TOLMAY 90. LENN & JAVANAH P. TOLMAY 91. LENN & JAVANAH P. TOLMAY 92. LENN & JAVANAH P. TOLMAY 93. LENN & JAVANAH P. TOLMAY 94. LENN & JAVANAH P. TOLMAY 95. LENN & JAVANAH P. TOLMAY 96. LENN & JAVANAH P. TOLMAY 97. LENN & JAVANAH P. TOLMAY 98. LENN & JAVANAH P. TOLMAY 99. LENN & JAVANAH P. TOLMAY 100. LENN & JAVANAH P. TOLMAY
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PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

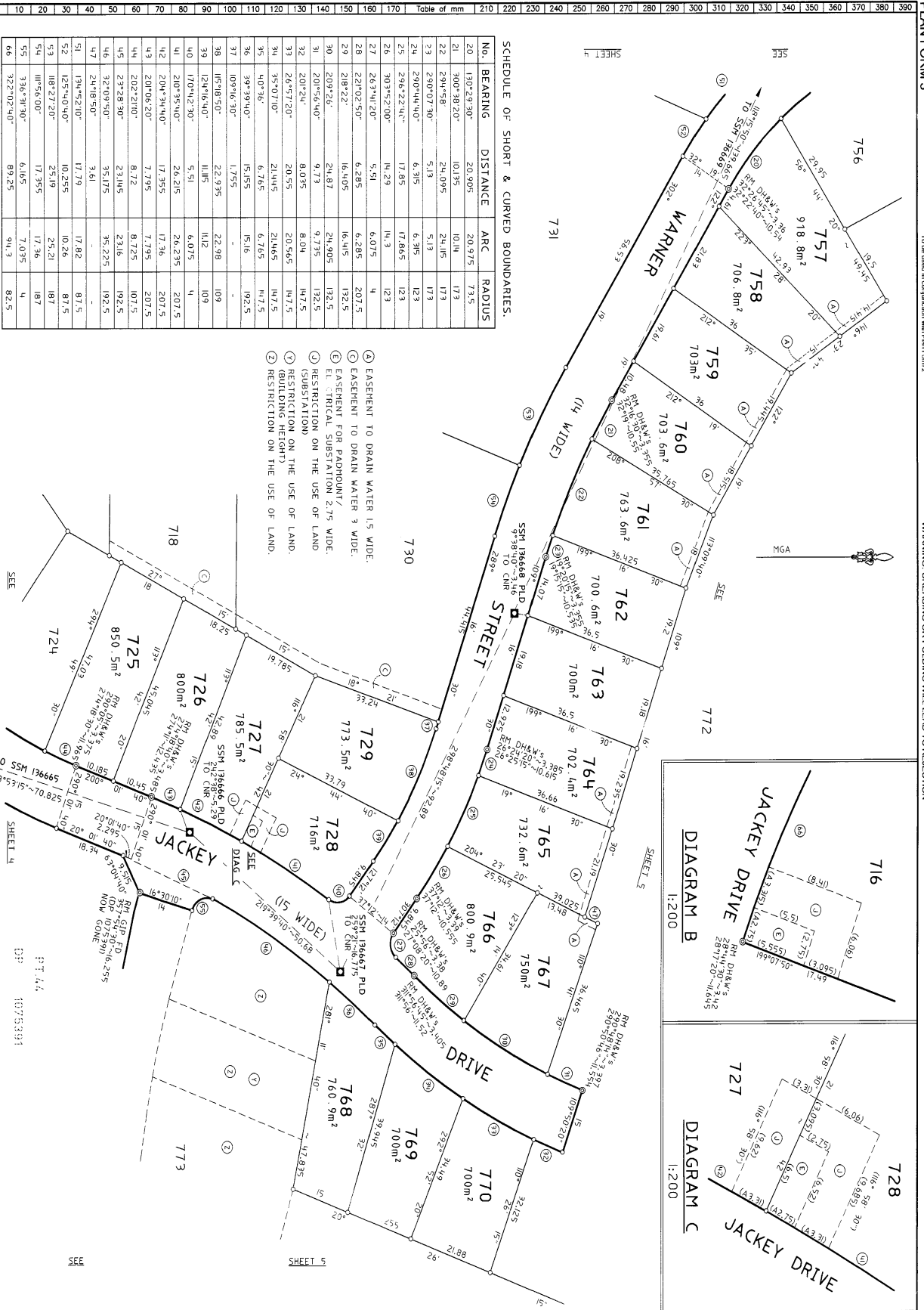


DP1075905	
Registered: 9/12/2004	
This is sheet 2 of my plan in 6 sheets, dated 16/07/04	
Surveyor registered under the Surveying Act 2002.	
This is sheet 2 of the plan of 6 sheets covered by subdivision Certificate No. 65 of 2004	
Authorised Person/General Manager/Professional Officer	
For use where space is insufficient in my plan on Plan Form 2	
CONT'D FROM SHEET 1	
10. RESTRICTION ON THE USE OF LAND	
11. RESTRICTION ON THE USE OF LAND	
12. RESTRICTION ON THE USE OF LAND	
13. RESTRICTION ON THE USE OF LAND	
IT IS INTENDED TO DEDICATE THE EXTENSION OF JACKIE DRIVE (SUBJECT TO EASEMENT FOR WATER SUPPLY 6.095 WIDE VIDE M806856 & RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 2.6095 & 8.095 WIDE VIDE DP 1034630) TO THE PUBLIC AS ROAD	
Reduction Ratio 1: 600	
SURVEYOR'S REFERENCE: 75164.07.L0K2(N)	

PLAN FORM 3

To be used in conjunction with Plan Form 2

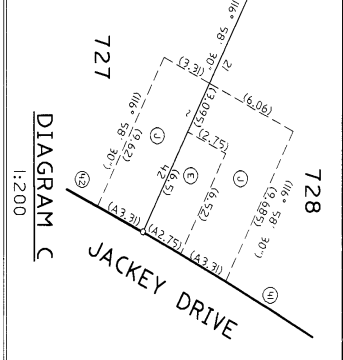
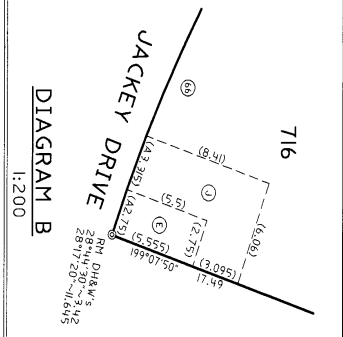
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



SCHEDULE OF SHORT & CURVED BOUNDARIES.

No.	BEARING	DISTANCE	ARC	RADIUS
20	130°29'30"	20.905	20.975	73.5
21	300°38'20"	10.135	10.115	173
22	294°58'	24.095	24.415	173
23	290°07'30"	5.13	5.13	173
24	290°44'40"	6.315	6.315	123
25	296°22'40"	17.85	17.865	123
26	303°52'00"	14.29	14.3	123
27	263°41'20"	5.51	6.075	4
28	221°02'50"	6.285	6.285	207.5
29	218°22'	16.405	16.415	132.5
30	209°26'	24.87	24.905	132.5
31	201°56'40"	9.73	9.735	132.5
32	201°24'	8.035	8.04	147.5
33	204°57'20"	20.55	20.565	147.5
34	35°07'00"	21.445	21.445	147.5
35	40°36'	6.765	6.765	147.5
36	39°39'40"	15.155	15.16	192.5
37	109°16'30"	1.755	-	-
38	16°18'50"	22.935	22.98	109
39	124°16'40"	11.15	11.2	109
40	170°42'30"	5.51	6.075	4
41	207°35'40"	26.215	26.235	207.5
42	204°34'40"	17.355	17.36	207.5
43	207°06'20"	7.795	7.795	207.5
44	202°21'00"	8.725	8.725	107.5
45	23°28'30"	23.445	23.46	192.5
46	32°09'50"	35.175	35.225	192.5
47	24°18'50"	3.61	-	-
51	134°52'10"	17.179	17.82	87.5
52	125°40'40"	10.255	10.26	87.5
53	118°27'20"	25.19	25.21	187
54	111°56'00"	17.395	17.36	187
55	336°31'30"	6.165	7.035	4
66	322°02'40"	89.25	94.3	82.5

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (B) EASEMENT TO DRAIN WATER 3 WIDE.
- (C) EASEMENT FOR PADDOCK /
- (D) RESTRICTION ON THE USE OF LAND.
- (E) RESTRICTION ON THE USE OF LAND.
- (F) RESTRICTION ON THE USE OF LAND.
- (G) RESTRICTION ON THE USE OF LAND.
- (H) RESTRICTION ON THE USE OF LAND.
- (I) RESTRICTION ON THE USE OF LAND.
- (J) RESTRICTION ON THE USE OF LAND.
- (K) RESTRICTION ON THE USE OF LAND.
- (L) RESTRICTION ON THE USE OF LAND.
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- (Q) RESTRICTION ON THE USE OF LAND.
- (R) RESTRICTION ON THE USE OF LAND.
- (S) RESTRICTION ON THE USE OF LAND.
- (T) RESTRICTION ON THE USE OF LAND.
- (U) RESTRICTION ON THE USE OF LAND.
- (V) RESTRICTION ON THE USE OF LAND.
- (W) RESTRICTION ON THE USE OF LAND.
- (X) RESTRICTION ON THE USE OF LAND.
- (Y) RESTRICTION ON THE USE OF LAND.
- (Z) RESTRICTION ON THE USE OF LAND.



Plan Drawing only to appear in this space

Reduction Ratio 1: 600

DP1075905

Registered: 9.12.2004

This is sheet 3 of my plan in 6 sheets.

Survey registered under the Survey Act 2002.

This is sheet 3 of the plan of 6 sheets covered by subdivision Certificate No. 55 of 2004.

Authorised Person/Agent: [Signature]

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

OFFICE USE ONLY

REMEMBRANCE DRIVE

WARNER STREET

DRIVE

LOT 701 1106m²

LOT 702 1105m²

LOT 703 1060m²

LOT 704 1000m²

LOT 705 1000m²

LOT 706 1459m²

LOT 707 1000m²

LOT 708 1000m²

LOT 709 134.7m²

LOT 710 4.011m²

LOT 711 4.010m²

LOT 712 4.010m²

LOT 713 4.010m²

LOT 714 4.009m²

LOT 715 4.010m²

LOT 716 4.005m²

LOT 717 4.005m²

LOT 718 4.339m²

LOT 719 4.068m²

LOT 720 4.068m²

LOT 721 902.6m²

LOT 722 902.6m²

LOT 723 902.6m²

LOT 724 950.1m²

LOT 725 950.1m²

LOT 726 950.1m²

LOT 727 950.1m²

LOT 728 950.1m²

LOT 729 950.1m²

LOT 730 4.100m²

LOT 731 4.099m²

LOT 732 5055m²

LOT 733 4505m²

LOT 734 4505m²

LOT 735 4505m²

LOT 736 4505m²

LOT 737 4505m²

LOT 738 4505m²

LOT 739 4505m²

LOT 740 4505m²

LOT 741 4505m²

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LOT 744 4505m²

LOT 745 4505m²

LOT 746 4505m²

LOT 747 4505m²

LOT 748 4505m²

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LOT 750 4505m²

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LOT 834 4505m²

LOT 835 4505m²

LOT 836 4505m²

LOT 837 4505m²

LOT 838 4505m²

LOT 839 4505m²

LOT 840 4505m²

DP1075905

Registered:  9-12-2004

Surveyor registered under the Surveying Act 2002.

This is sheet 4 of the plan of 6 sheet covered by subdivision Certificate No. 65 of 2004

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

Reduction Ratio 1:1000

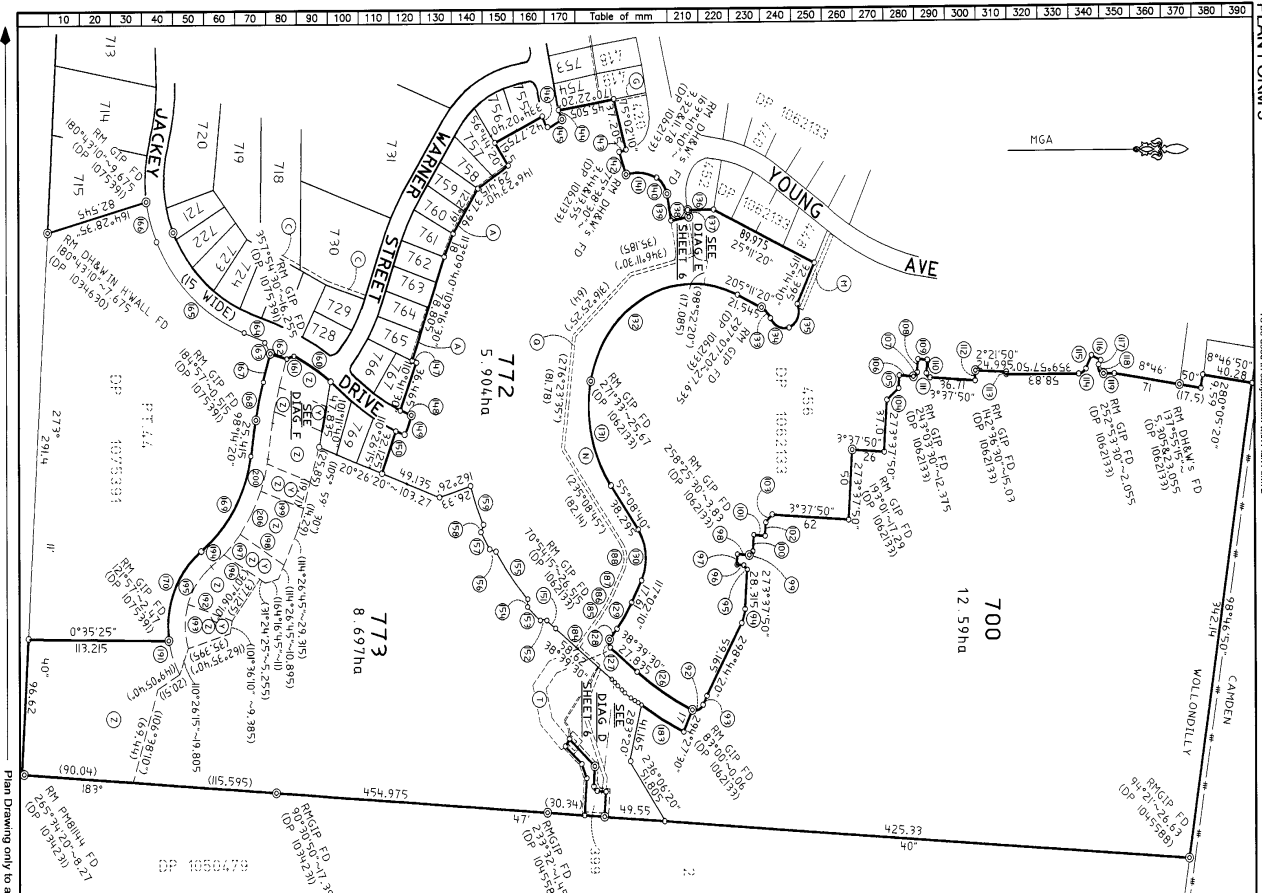
PLAN AMENDED BY A.R. MILLER 9.12.04

*OFFICE USE ONLY

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



SCHEDULE OF SHORT & CURVED BOUNDARIES.				
No.	BEARING	DISTANCE	ARC	RADIUS
92	337°51'00"	9.43	10.55	6.5
93	295°06'00"	7.85	7.19	56.5
94	286°11'00"	10.215	10.3	23.5
95	228°38'00"	4.245	4.71	3
96	183°38'00"	5.5	—	—
97	273°38'	7.5	—	—
98	3°38'	9.5	—	—
99	318°38'	4.245	4.71	3
100	273°38'	11.5	—	—
101	3°38'	9.075	—	—
102	273°38'	9.5	—	—
103	313°26'	7.81	—	—
104	318°38'	12.72	—	—
105	273°38'	9.075	—	—
106	4°00'	11.5	—	—
107	318°38'	4.245	4.71	3
108	273°38'	9.5	—	—
109	3°38'	7.5	—	—
110	93°38'	9.5	—	—
111	48°38'	4.245	4.71	3
112	272°22'	7.07	—	—
113	92°22'	1.985	—	—
114	327°45'	6.93	7.31	6.5
115	295°32'	10.144	—	—
116	25°32'	8.015	—	—
117	115°32'	3.565	—	—
118	57°45'	7.65	9.075	4.5
119	359°27'	8.655	—	—
120	30°33'30"	5.229	52.125	211.5
121	83°39'30"	5.555	6.285	4
122	128°39'30"	9.82	—	—
123	122°50'30"	22.315	22.315	100.5
124	86°05'30"	36.51	38.345	35.5
125	77°41'00"	76.285	78.29	99.5
126	152°42'30"	134.04	154.795	84.5
127	226°24'20"	10.555	10.905	14.72
128	204°17'30"	16.47	16.15	12
129	114°29'30"	18.24	18.24	12
130	359°45'	20.925	—	—
131	260°22'20"	5.08	—	—
132	350°22'20"	14.5	—	—
133	80°22'20"	19.19	—	—
134	54°28'	14.145	14.92	16.5
135	5°06'	25.04	25.805	31.5
136	71°37'40"	17	—	—
137	162°29'	5.665	5.665	188.5
138	246°57'	7.19	7.205	33.5
139	150°47'20"	14	—	—
140	246°46'20"	9.9	9.92	47.5

SCHEDULE OF SHORT & CURVED BOUNDARIES.				
No.	BEARING	DISTANCE	ARC	RADIUS
141	204°18'50"	3.61	—	—
142	204°56'40"	9.73	9.735	132.5
143	107°50'20"	15	—	—
144	204°24'	8.04	8.04	147.5
145	219°57'15"	9.21	203.5	—
146	357°46'	5.505	6.07	4
147	44°17'40"	14	—	—
148	90°48'20"	5.505	6.07	4
149	53°21'15"	42.705	203.5	—
150	174°48'40"	5.31	5.805	4
151	60°15'	14.075	—	—
152	100°51'30"	5.695	6.34	4
153	249°37'40"	29.53	29.555	203.5
154	212°09'40"	35.175	35.225	192.5
155	156°31'30"	6.165	7.075	4
156	196°29'50"	14	—	—
157	63°04'40"	9.52	—	—
158	200°04'40"	18.34	—	—
159	223°02'55"	95.81	98.435	122.5
160	254°03'30"	29.885	29.985	107.5
161	286°07'45"	21.24	—	—
162	282°11'00"	28.48	28.5	207
163	300°49'00"	79.08	81.65	103
164	292°18'40"	69.17	72.68	226.5
165	29°23'00"	39.155	39.205	226.5
166	128°39'30"	23.5	—	—
167	308°39'30"	7.32	—	—
168	302°50'50"	18.935	18.965	93.5
169	297°02'00"	17.61	—	—
170	264°05'30"	19.025	19.985	93.5
171	250°10'	25.72	25.885	6.7
172	18°25'45"	37.59	—	—
173	269°58'40"	31.66	32.15	53
174	140°06'40"	13.385	13.39	117
175	125°22'20"	32.785	33.33	53
176	217°24'25"	32.755	—	—
177	132°01'00"	19.63	19.655	117
178	214°59'05"	44.56	—	—
179	199°53'25"	36.69	—	—
180	104°59'15"	20.1	20.125	117
181	207°21'5"	37.07	—	—
182	99°31'40"	8.66	8.66	193
183	281°28'15"	17.905	17.915	193
184	266°06'45"	0.225	—	—
185	106°06'45"	20.925	—	—
186	118°33'40"	35.175	35.31	117
187	99°09'00"	3.715	3.715	117

Reduction Ratio 1:2500

SWAYERS REFERENCE: 75164.07.1.0151N

DP1075905

Registered: 9/12/2004

This is sheet 5 of my plan in 6 sheets.

1/2/2004

MSJA

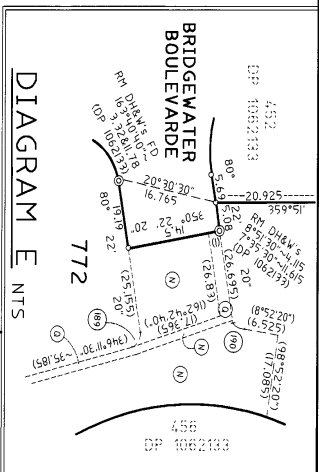
Authorised Person/General Manager/Professional Engineer

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

- (N) RIGHT OF ACCESS & EASEMENT FOR SERVICES 17 WIDE & VARIABLE. (VIDE DP 1062133)
- (O) EASEMENT FOR SEWERAGE PURPOSES 3 WIDE. (VIDE DP 1062133)
- (P) EASEMENT FOR PADMOUNT/ELECTRICAL SUBSTATION 2.75 WIDE & VARIABLE. (VIDE DP 1062133)
- (Q) EASEMENT FOR UNDERGROUND CABLES 1 WIDE. (VIDE DP 1062133)
- (R) RIGHT OF ACCESS 6 WIDE. (VIDE DP 1062133)
- (S) EASEMENT FOR UNDERGROUND CABLES 1 WIDE. (VIDE DP 1062133)
- (T) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 10 WIDE. (VIDE DP 1062133)
- (U) RESTRICTION ON THE USE OF LAND. (VIDE DP 1062133)
- (V) EASEMENT TO DRAIN WATER 2.5 WIDE. (VIDE DP 1062133)
- (W) EASEMENT FOR UNDERGROUND CABLES 1 WIDE. (VIDE DP 1062133)
- (X) EASEMENT FOR BATTER 2.5 WIDE. (VIDE DP 1062133)

DIAGRAM D
1:300

SCHEDULE OF SHORT & CURVED BOUNDARIES.			
No.	BEARING	DISTANCE	ARC RADIUS
120	4°02'30"	5.265	—
121	42°16'	2.72	—
122	57°53'	2.6	—
123	72°57'	3.04	—
124	93°48'	11.01	—
125	122°21'	6.115	6.185
126	31°33'30"	52.29	52.125
127	83°39'30"	5.655	6.285
128	128°39'30"	9.82	—
171	33°35'10"	10.56	—
172	150°46'32"	1.475	SSM 13M120-SSM 13M124
173	121°01'30"	12.735	—
174	42°55'30"	3.945	26.5
175	47°11'25"	2.265	—
176	222°55'30"	4.985	4.99
177	38°39'30"	1.07	—
178	217°42'25"	7.63	229.5
179	209°46'30"	4.495	18.5
180	22°47'50"	1.065	—
181	28°47'15"	2.4	2.405
182	214°31'50"	1.98	1.98
183	29°22'10"	39.14	228.5
189	12°17'00"	5.445	4
190	44°37'20"	5.845	6.24
208	147°03'10"	4.145	4.165
209	10°10'10"	12.145	13.225



DP1075905

Registered: 9/12/2004

This is sheet 6 of the plan in 6 sheets.

Surveyor registered under the Surveying Act 2002.

This is sheet 6 of the plan of 6 sheets covered by subdivision Certificate No. 65

2004

Authorised Person/Caravan/Machinery/Accessories/Equipment

For use where space is insufficient in any plan on this form 2

Reduction Ratio 1:AS SHOWN

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 751647,07,1,016(6N)

SIGNATURE AND SEALS ONLY.

157 Liverpool Street, Sydney.
 157 Liverpool Street, Sydney.
 157 Liverpool Street, Sydney.

Signature:
 Date:
 File Number:
 Office:

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

Subdivision

* Authorized Person/Student/Instructor/Assistant-Center

(Insert Institution or Item Code)

PHS city

Consent Authority: Hollidays Shire Council

Date of Preparation: 26-11-08

Accreditation no: 76103

Observation Certificate

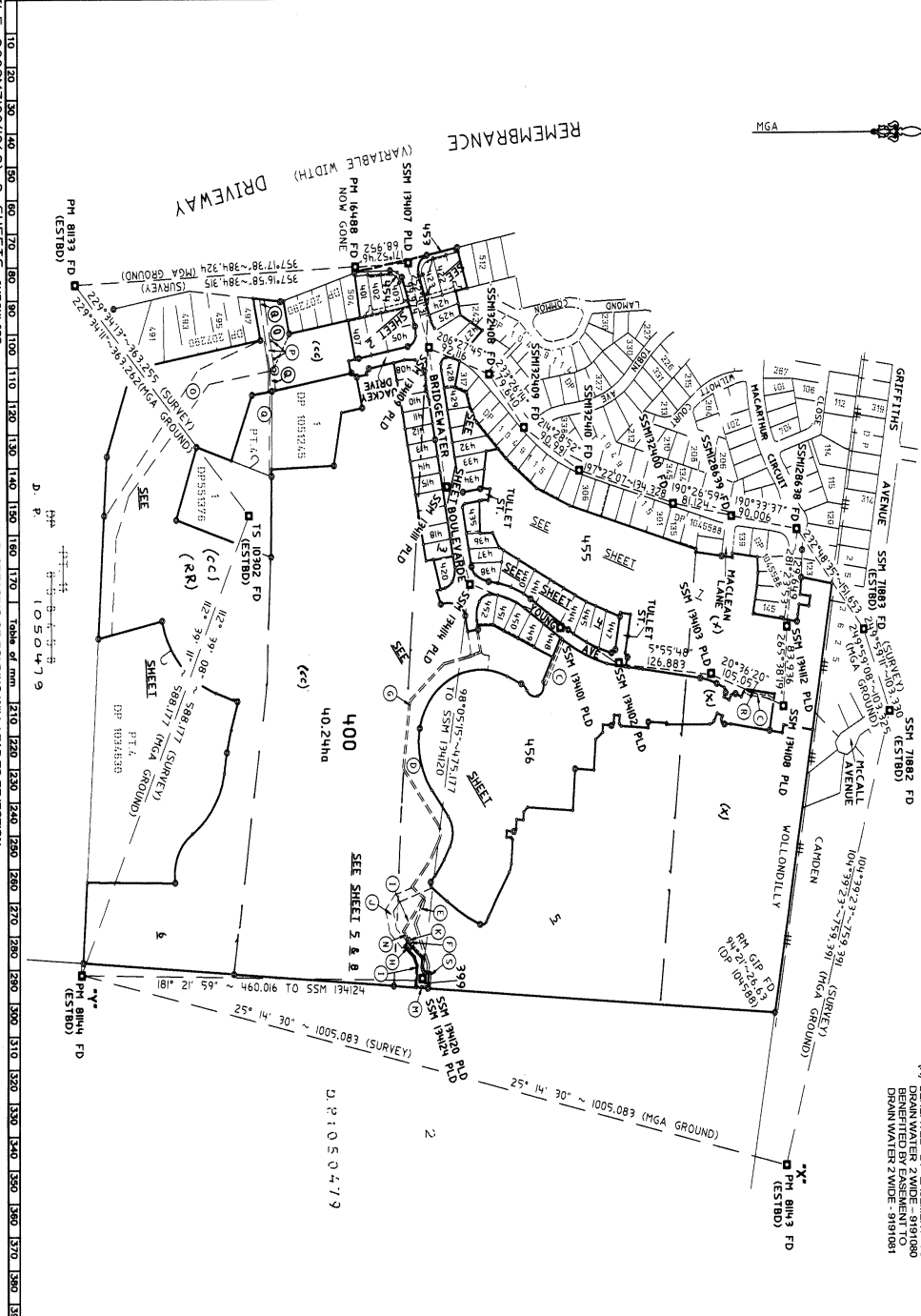
File no: 0861-02

*Circle whatever is appropriate

SURVEYING REGULATION 2001 (CLASS: 32/2)				
MARK	M.G.A. - CO-ORDINATES	ZONE CLASS	ORDERING	
15 10302	287 6617 270	6 224 9450,886	56	B 2
PM 8488	287 932,564	6 224 599,225	56	B
PM 8133	287 100 710	6 224 551,216	56	C
PM 8113	288 658,280	6 224 173,559	56	C
PM 8114	288 220,400	6 224 121,325	56	C
5541 71882	287 924,070	6 225 329,732	56	C
5541 71883	287 924,348	6 225 290,344	56	B

SOURCE: M.G.A. CO-ORDINATES ADAPTED FROM SURVEYS AT 07/07/03
 (COMBINED SCALE FACTOR 1,000TH)

- | | | |
|--|---|--|
| (A) EASEMENT TO DRAIN WATER 1/5' WIDE. | (G) EASEMENT FOR UNDERGROUND CABLES 1' WIDE. | (N) EASEMENT FOR UNDERGROUND CABLES 1' WIDE. |
| (B) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3' WIDE & VARIABLE. | (H) RIGHT OF ACCESS 6' WIDE. | (O) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 1/5' WIDE & VARIABLE. (YIDE DP 10346.30) |
| (C) EASEMENT FOR WATER SUPPLY PIPES 3' WIDE. | (I) WIDE. | (P) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 6.095' & 6.0495' WIDE. (YIDE DP 10346.30) |
| (D) RIGHT OF ACCESS & EASEMENT FOR SERVICES 17' WIDE & VARIABLE. | (J) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 10' WIDE. | (Q) EASEMENT FOR WATER SUPPLY 6.095' WIDE (YIDE DP1080856) |
| (E) EASEMENT FOR SEWERAGE PIPES 3' WIDE. | (K) RESTRICTION ON THE USE OF LAND. | (R) EASEMENT FOR UNDERGROUND CABLES 1' WIDE. |
| (F) EASEMENT FOR PADMOUNT/ELECTRICAL SUBSTATION 2.75' WIDE & VARIABLE. | (L) EASEMENT FOR SWITCHING STATION 2.5' WIDE. | (S) EASEMENT FOR BATTERY 2.5' WIDE. |
| | (M) EASEMENT TO DRAIN WATER 2.5' WIDE. (RR) RESTRICTIONS ON THE USE OF LAND - DP 10346.30 | |
| | (CC) COVENANT - H-18032 | |



FILE 2003M7100(1068) 8 SHEETS CHECKLISTS

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PAPERS RETAINED PERMANENTLY

Registered AT-12-2-2004 *	
Title System:	TORRENS
Purpose:	SUBDIVISION
Ref Map	U 6442 - 6
Last Plan:	DP 1045588, DP103463 ¹⁰ DP 1051245
PLAN OF SUBDIVISION OF	
LOT 100 DP 1045588, LOT 2 DP 1051245 & LOT 3 DP 1034630	
Lengths are in metres.	Reduction Ratio 1 : 4000
LGA:	WOLLONDILLY
Locality:	CAMDEN
Parish:	CAMDEN
County:	CAMDEN
This is sheet 1 of any plan in 8 sheets. (Unless it comprises)	
(Survey Registered, 2001) I, PATRICK GERRARD MENAHERA LENA A HAYWARD PT of the County of Wollondilly, S.S.W., 2540 being duly sworn, depose and say that I am a surveyor registered under the Surveying Act 2002, having orally taken the survey represented by this plan, in accordance, has been made in accordance with the Surveying Act 2002(1)(3) and was completed on or about the date of 20/01/03. The survey relates to: LOTS 379,385, HK. (Where specifically stated, each locality surveyed or specified any land shown in this plan is situated within the subject of the survey.) <i>[Signature]</i> Date: 24/01/03 (Signed and sealed under the Surveying Act 2002) Patrick Gerrard Menahera Principal Surveyor/Agent Plans used in preparation of Survey/Compilation DP 1045588 DP 1051245 DP 1049112 DP 551376 DP 1049114 DP 1049195 DP 1034630	
PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create easements over land, or to place restrictions on the use of land or positive covenants. PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1961 AS AMENDED, IT IS INTENDED TO CREATE: 1.EASEMENT TO DRAIN WATER 15 WIDE. 2.RIGHT OF CARRIAGEWAY AND EASEMENT OVER SERVICES 15 WIDE & VARIABLE. 3.EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE. 4.RIGHT OF ACCESS & EASEMENT FOR SERVICES 17 WIDE & VARIABLE. 5.EASEMENT FOR STORMWATER PURPOSES 3 WIDE. 6.EASEMENT FOR PADMOUNT/ELECTRIC CABLESUBSTATION 2.75 WIDE & VARIABLE. 7.EASEMENT FOR UNDERGROUND CABLES 1 WIDE. 8.RIGHT OF ACCESS 6 WIDE. 9.EASEMENT FOR UNDERGROUND CABLES 1 WIDE. 10.RIGHT OF CARRIAGEWAY & EASEMENT OVER SERVICES 10 WIDE. (CONT'D SHEET 2)	

*OFFICE USE ONLY

Plan Drawing only to appear in this space

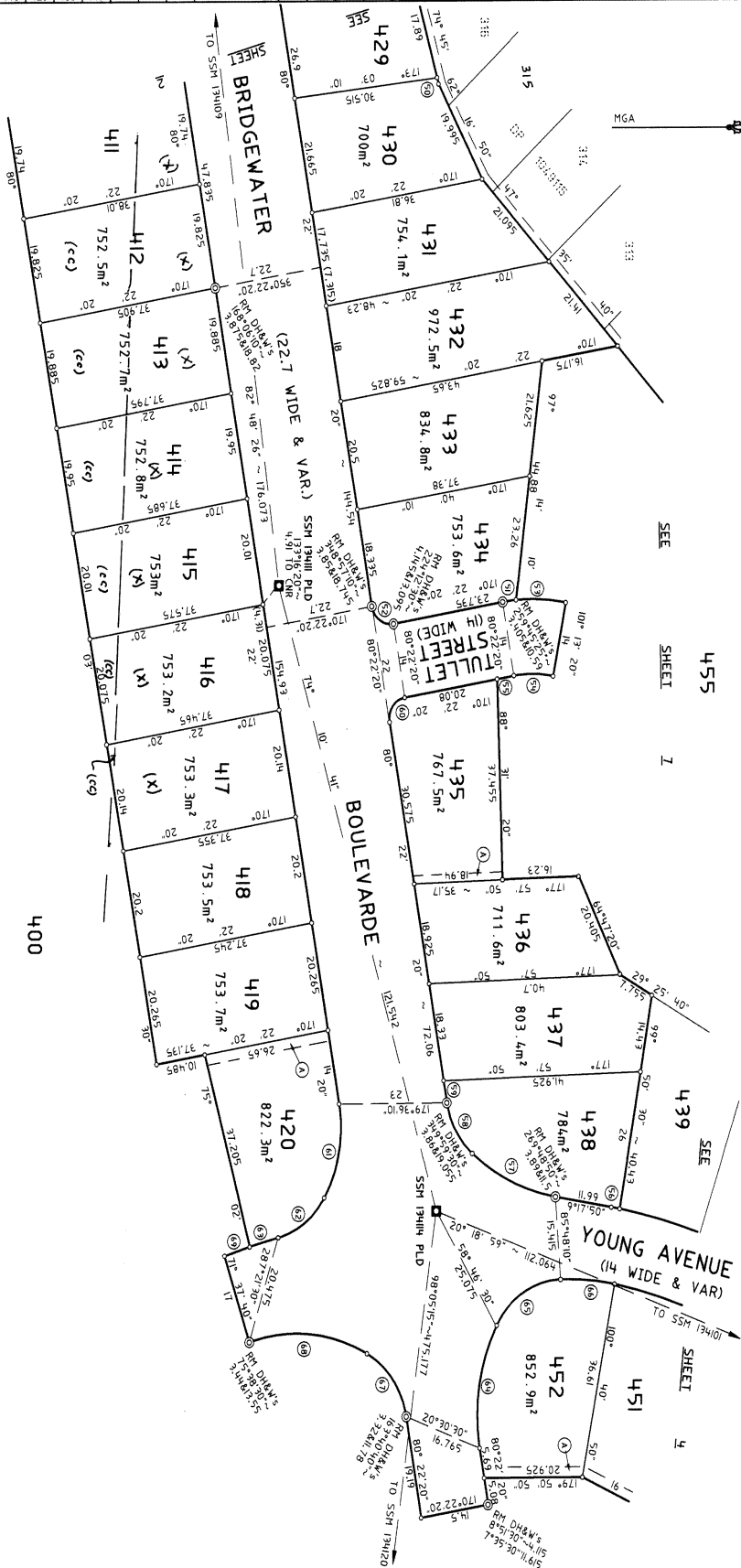
Reduction Ratio 1:600

No.	BEARING	DISTANCE	ARC	RADIUS
50	74°45'	1.235	—	—
51	35°23'	2.9	37	—
52	215°22'20"	5.655	6.285	4
53	370°2'30"	10.53	10.565	37
54	0°47'50"	8.325	8.37	23
55	170°22'20"	3.65	—	—
56	9°47'	1.8	1.8	107
57	204°48'20"	19.515	19.755	36.5
58	240°20'30"	10.96	11.085	16
59	80°22'20"	4.23	—	—

SCHEDULE OF SHORT & CURVED BOUNDARIES

SEE SHEET 5

400



PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1062133

Registered: AT-12-2-2004

This is sheet 3 of my plan in 8 sheets, dated 20/1/03

Surveyor registered under the Surveying Act 2002
Covered by Subdivision Certificate No. 76 of 2003

Authorised Person/Person/Manager/Account Officer
For use where space is insufficient in any panel on Plan Form 2

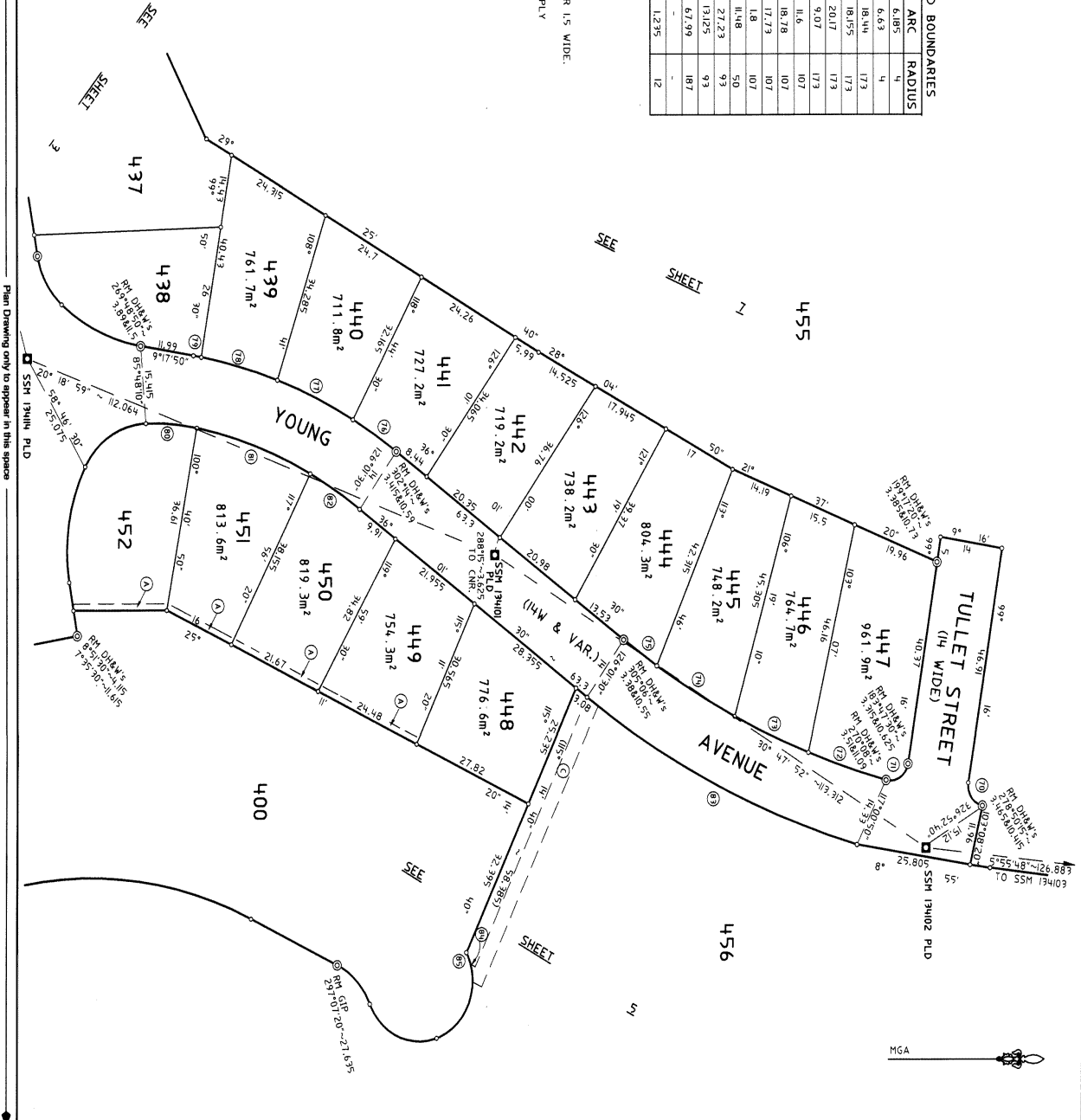
MS Smith

*OFFICE USE ONLY

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
70	S4°58'30"	5.585	6.185	4
71	W4°44'40"	5.895	6.63	4
72	W17°16'30"	18.43	18.44	173
73	209°20'	18.15	18.155	173
74	209°40'50"	20.16	20.17	173
75	214°31'20"	9.07	9.07	173
76	32°55'10"	11.595	11.6	107
77	24°41'7"	17.71	18.78	107
78	W5°00'30"	17.71	17.73	107
79	W4°46'45"	1.8	1.8	107
80	W4°35'	11.455	11.48	50
81	W9°33'	27.195	27.23	93
82	W1°59'	13.115	13.125	93
83	205°36'30"	67.615	67.99	187
84	219°53'	2.145	-	-
85	214°58'	1.23	1.235	12

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.
(C) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE.



DP1062133

Registered: AT-12-2-2004

This is sheet 4 of my plan in 8 sheets, dated 20/11/03

Surveyor registered under the Surveying Act 2002.

This is sheet 4 of my plan in 8 sheets, dated 20/11/03, my subdivision Certificate No. 76 of 2003

Signature

Authorised Person/Deputy Manager/Assistant Controller
For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1:600
SURVEYOR'S REFERENCE: 75164, ST4, L04K

PLAN FORM 3

To be used in conjunction with Plan Form 2

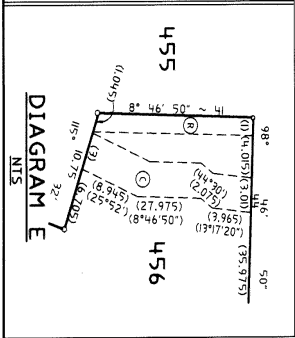
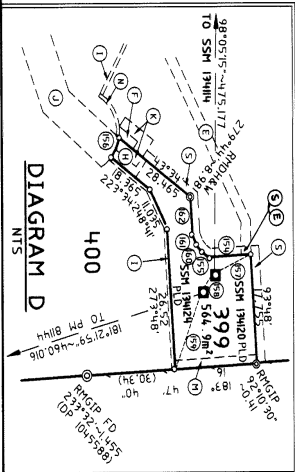
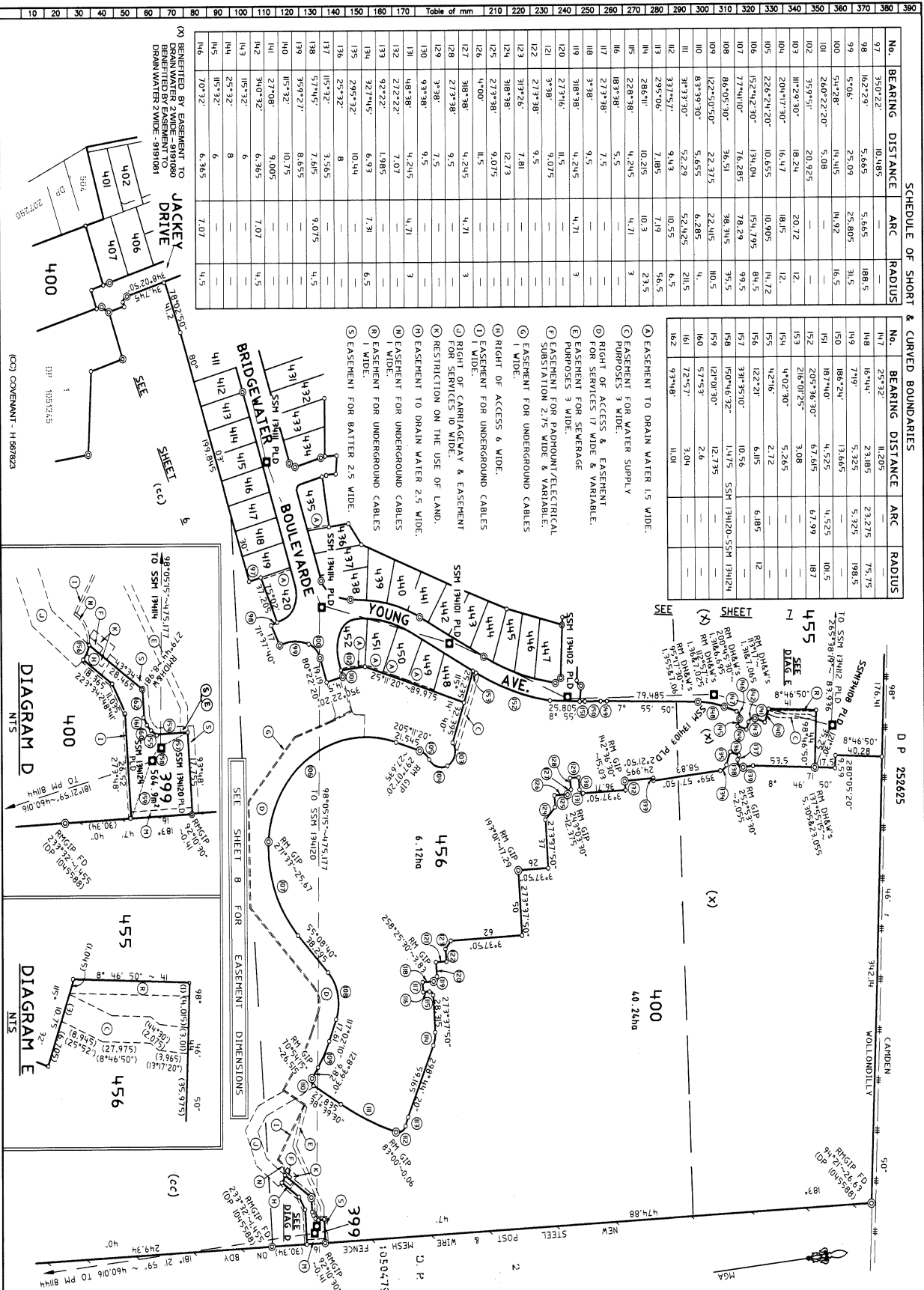
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
97	350°22'	10.485	—	—
98	162°29'	5.665	188.5	—
99	5°06'	25.09	25.805	31.5
100	54°28'	14.415	14.92	16.5
101	260°22'20"	5.08	—	—
102	359°57'	20.925	—	—
103	11°29'30"	18.24	20.12	12
104	204°17'30"	16.417	18.15	12
105	228°24'20"	10.655	10.905	14.12
106	152°42'30"	134.04	154.195	84.5
107	174°11'0"	76.285	78.29	99.5
108	86°05'30"	36.51	38.345	35.5
109	122°50'50"	22.375	22.415	10.5
110	83°39'30"	5.655	6.285	4
111	30°33'30"	52.29	52.435	21.5
112	331°57'	9.43	10.55	6.5
113	295°06'	7.185	7.19	56.5
114	284°11'	10.215	10.3	23.5
115	228°38'	4.245	4.71	3
116	183°38'	5.5	—	—
117	273°38'	7.5	—	—
118	3°38'	9.5	—	—
119	308°38'	4.245	4.71	3
120	273°38'	9.075	—	—
121	3°38'	9.075	—	—
122	273°38'	9.5	—	—
123	308°38'	12.73	—	—
124	308°38'	9.075	—	—
125	273°38'	9.075	—	—
126	4°00'	11.5	—	—
127	308°38'	4.245	4.71	3
128	273°38'	9.5	—	—
129	3°38'	7.5	—	—
130	93°38'	9.5	—	—
131	48°38'	4.245	4.71	3
132	272°22'	7.07	—	—
133	92°22'	1.985	7.31	6.5
134	327°45'	6.93	—	—
135	296°32'	10.44	—	—
136	25°32'	8	—	—
137	115°32'	3.665	—	—
138	57°45'	7.615	9.075	4.5
139	359°27'	8.655	—	—
140	115°32'	10.75	—	—
141	27°08'	9.005	—	—
142	340°32'	6.365	7.07	4.5
143	115°32'	6	—	—
144	25°32'	8	—	—
145	115°32'	6	—	—
146	70°32'	6.365	7.07	4.5

No.	BEARING	DISTANCE	ARC	RADIUS
147	25°32'	11.205	—	—
148	16°44'	23.185	23.275	75.75
149	7°19'	5.325	5.325	198.5
150	184°24'	13.665	—	—
151	183°40'	4.525	4.525	100.5
152	205°36'30"	67.615	67.99	187
153	216°01'25"	3.08	—	—
154	4°02'30"	5.265	—	—
155	42°16'	2.72	—	—
156	122°21'	6.115	6.185	12
157	331°55'10"	10.56	—	—
158	150°46'32"	1.475	SSM 13M120 SSM 13M124	—
159	121°01'30"	12.735	—	—
160	57°53'	2.6	—	—
161	72°57'	3.04	—	—
162	93°48'	11.01	—	—

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (B) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE.
- (C) RIGHT OF ACCESS & EASEMENT FOR SERVICES 17 WIDE & VARIABLE.
- (D) EASEMENT FOR SEWERAGE PURPOSES 3 WIDE.
- (E) EASEMENT FOR PLYMOUTH ELECTRICAL SUBSTATION 2.75 WIDE & VARIABLE.
- (F) EASEMENT FOR UNDERGROUND CABLES 1 WIDE.
- (G) RIGHT OF ACCESS 6 WIDE.
- (H) EASEMENT FOR UNDERGROUND CABLES 1 WIDE.
- (I) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 10 WIDE.
- (J) RESTRICTION ON THE USE OF LAND.
- (K) EASEMENT TO DRAIN WATER 2.5 WIDE.
- (L) EASEMENT FOR UNDERGROUND CABLES 1 WIDE.
- (M) EASEMENT FOR UNDERGROUND CABLES 1 WIDE.
- (N) EASEMENT FOR BATTER 2.5 WIDE.



DP1062133

Registered AT 12-2-2004

This is sheet 5 of my plan in 8 sheets, dated 20/1/03

Surveyor registered under the Surveying Act 2002.

This is sheet 5 of the plan of 8 sheets covered by subdivision Certificate No. 16 of 2003

Authorised Person/Assessor/Manager/Inspector/Commissioner

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

Reduction Ratio 1:2000

Surveyors Reference 75164, 574, 105K

AMENDED 10-2-04 AR.MILLER

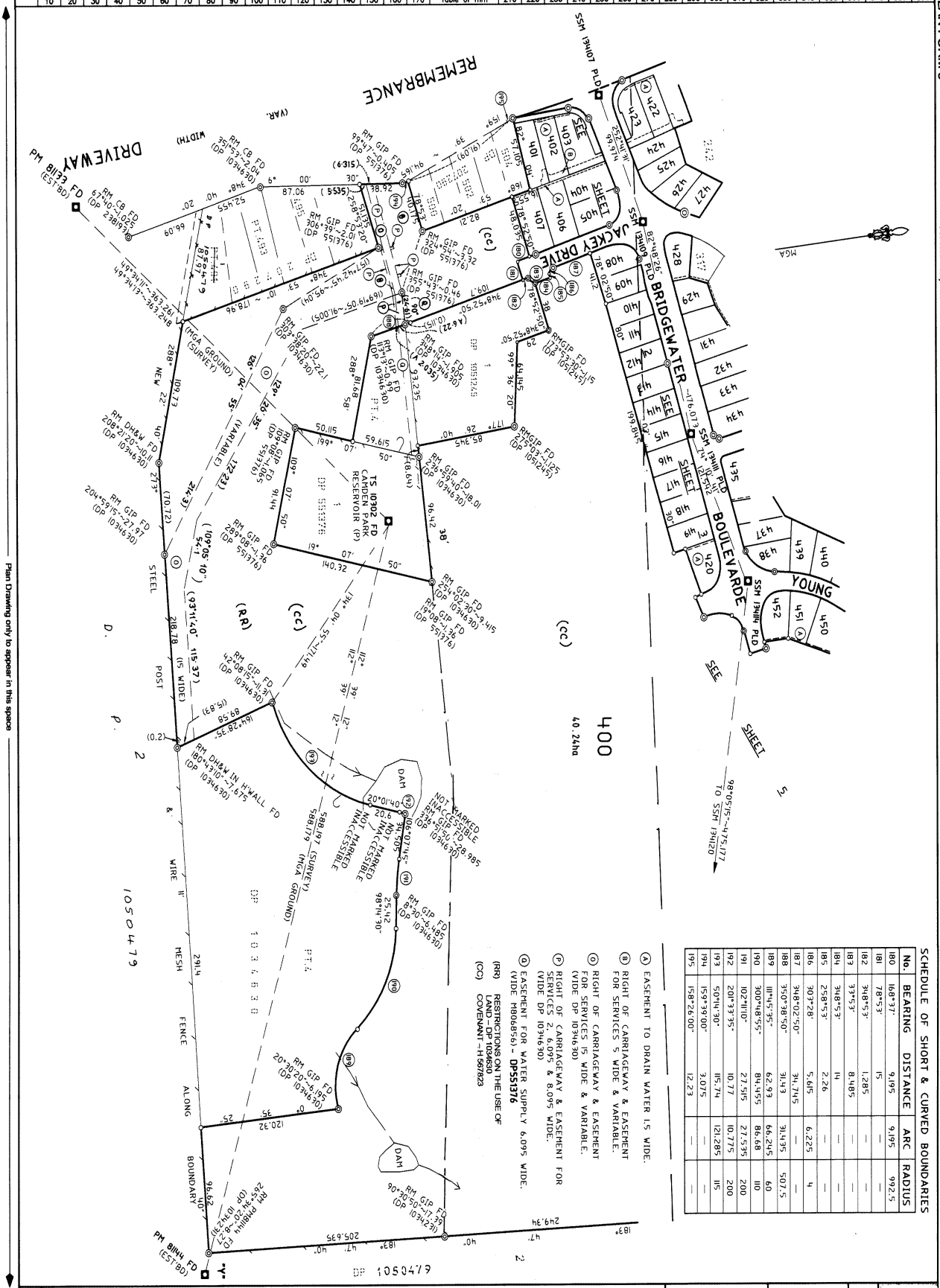
OFFICE USE ONLY

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	DISTANCE	ARC	RADIUS
180	168°37'	9.195	9.195	992.5
181	78°53'	15	—	—
182	348°53'	1.285	—	—
183	33°53'	8.465	—	—
184	348°53'	14	—	—
185	258°53'	2.26	—	—
186	30°28'	5.615	6.225	4
187	348°02'50"	34.715	—	—
188	350°38'50"	31.43	31.435	507.5
189	114°45'25"	62.92	64.215	60
190	300°48'55"	81.455	86.68	100
191	102°10'10"	21.315	21.535	200
192	20°33'35"	10.77	10.775	115
193	50°14'30"	16.74	12.285	—
194	159°39'00"	3.075	—	—
195	158°26'00"	12.23	—	—

DP1062133

Registered: AT 12-2-2004

This is sheet 6 of my plan in 8 sheets, dated 20/07/03

Surveyor registered under the Surveying Act 2002.

This is sheet 6 of the plan of 8 sheets covered by subdivision Certificate No. 76 of 2003

Authorised Person/Owner/Manager/Accounting Officer

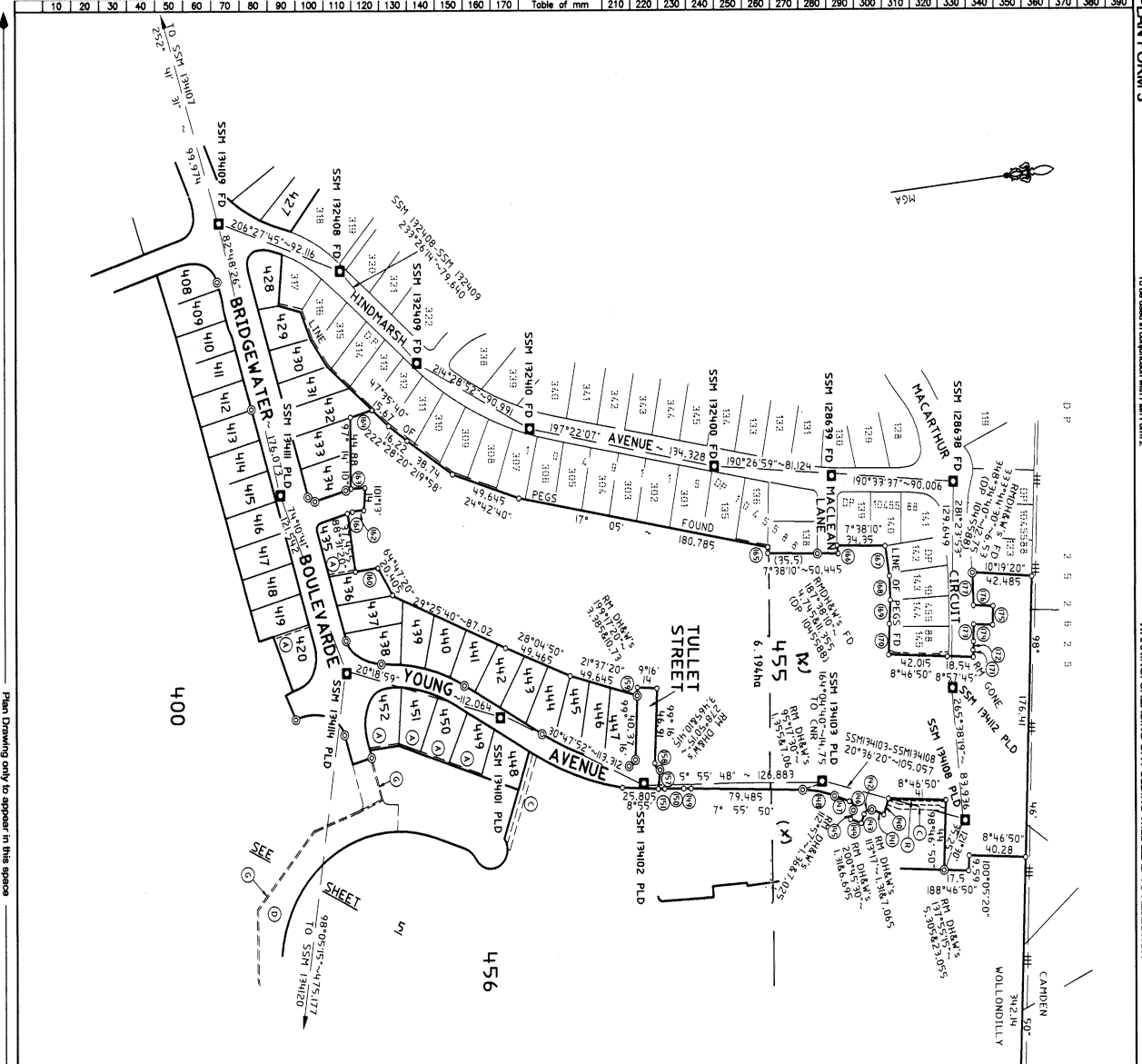
For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1:2000

SURVEYOR'S REFERENCE: 75164, ST4, L06K

AMENDED 10-2-04 BY A.R.MILLER

*OFFICE USE ONLY



SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	DISTANCE	ARC	RADIUS
140	115°32'	10.75	-	-
141	27°47'30"	9.005	-	-
142	340°32'	6.365	7.07	4.5
143	115°32'	6	-	-
144	205°32'	8	-	-
145	295°32'	6	-	-
146	250°32'	6.365	7.07	4.5
147	205°32'	11.205	-	-
148	196°44'	23.185	23.275	75.75
149	187°18'50"	5.325	5.325	198.5
150	186°23'40"	13.665	-	-
151	187°40'	4.525	4.525	101.5
152	283°08'20"	11.96	-	-
153	234°58'30"	5.585	6.185	4
154	99°46'00"	5	-	-
155	177°57'50"	16.23	-	-
156	350°22'20"	3.65	-	-
157	0°47'50"	8.325	8.37	23
158	37°02'30"	10.53	10.565	37
159	170°22'20"	16.175	-	-
160	97°38'10"	3.71	-	-
161	268°30'	5.005	5.01	36.5
162	88°00'30"	19.085	-	-
163	94°36'	15.11	-	-
164	100°03'30"	14.925	-	-
165	98°46'50"	19.47	-	-
166	276°44'40"	1.53	1.53	21
167	278°46'50"	6.95	-	-
168	278°05'40"	12.205	12.205	509
169	8°46'50"	13.555	-	-
170	278°46'50"	12	-	-
171	188°46'50"	13.985	-	-
172	274°54'	20.57	20.57	509

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (C) EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE.
- (D) RIGHT OF ACCESS & EASEMENT FOR SERVICES 17 WIDE & VARIABLE.
- (E) EASEMENT FOR UNDERGROUND CABLES 1 WIDE.
- (F) EASEMENT FOR UNDERGROUND CABLES 1 WIDE.

(X) BENEFIT BY EASEMENT TO DRAIN WATER 2 WIDE - 919181

DP1062133

Registered: AT-12-2-2004

This is sheet 7 of my plan in 8 sheets, dated 20/10/03

Surveyor registered under the Surveying Act 2002

This is sheet 7 of the plan of 4 sheets, dated 20/10/03, by subdivision Certificate No. 76 of 2003

Authorised Person/Person-Manager/Accountant-Signatory
For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1:2000

SURVEYOR'S REFERENCE: 75164, ST4, L107K

② EASEMENT FOR WATER SUPPLY PURPOSES 3' WIDE.	⑨ RIGHT OF ACCESS 6' WIDE.
③ RIGHT OF ACCESS & EASEMENT FOR SERVICES 17' WIDE & VARIABLE.	⑩ EASEMENT FOR UNDERGROUND CABLES 1' WIDE.
④ EASEMENT FOR SEWERAGE PURPOSES 3' WIDE.	⑪ RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 10' WIDE.
⑤ EASEMENT FOR PAVEMENT/ELECTRICAL SUBSTITUTION 2.75' WIDE & VARIABLE.	⑫ RESTRICTION ON THE USE OF LAND.
⑥ EASEMENT FOR UNDERGROUND CABLES 1' WIDE.	⑬ EASEMENT FOR UNDERGROUND CABLES 1' WIDE.
	⑭ EASEMENT FOR BATTER 2.5' WIDE.

MGA

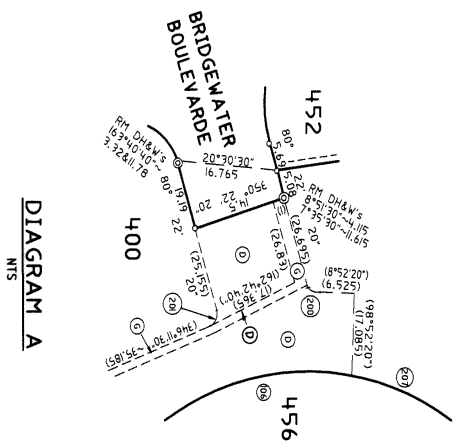


DIAGRAM A
NTS

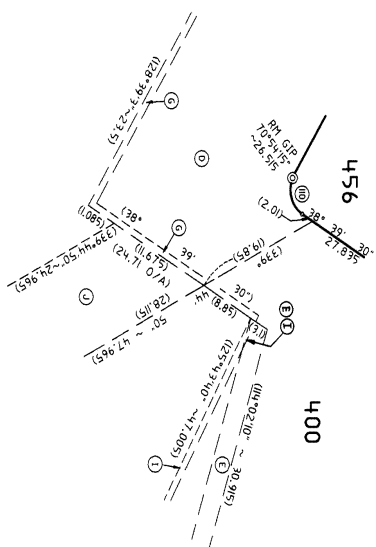


DIAGRAM B

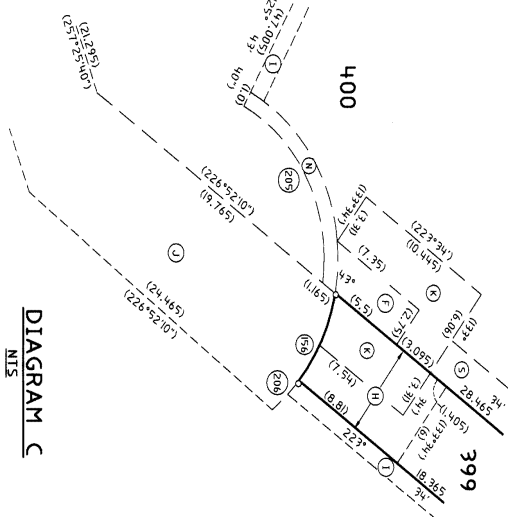


DIAGRAM C
NTS

Reduction Ratio 1: 1000

SURVEYOR'S REFERENCE: 75164.ST4.L08K

AMENDED 10-2-04 BY A.R. MILLER

DP1062133

Registered:  A.T. 12-2-2004

This is sheet 8 of my plan in 8 sheets.
dated 20/11/03

Surveyor registered under the Surveying Act 2002

This is sheet 8 of the plan of 8 sheets covered by subdivision Certificate No. 76 of 2003

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

*OFFICE USE ONLY



THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE

R.P. 13A. **NH 567823**

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

CAMDEN PARK ESTATE PTY. LIMITED

FEES:—
Lodgment : :
Endorsement : :
Certificate : :
Stamp Duty : :
£ : :
s. : :
d. : :



(Trusts must not be disclosed in the transfer.)

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

*By Andrew Jackson
from H 388334*

*£7.00 to be allowed from
H 388334*

H. 456780

*16/7
9/6*

(herein called transferor)

* If a less estate, strike out "in fee simple" and interline the required alteration.

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of THIRTEEN THOUSAND NINE HUNDRED AND TWENTY-ONE POUNDS --

(£13,921) (the receipt whereof is hereby acknowledged) paid to it by

BOWMAN ESTATES PTY. LIMITED

do hereby transfer to

* Set out in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

BOWMAN ESTATES PTY. LIMITED a duly incorporated company having its registered office at 53 Martin Place, Sydney.

(herein called transferee)

* The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol. ".

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Camden	Camden	Part	5208	112	Being Lot 7A in plan annexed hereto marked "B"

Copy of plan filed as

Original plan filed in volume 61039

2
~~And the transferee covenant(s) with the transferor:~~

Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any variations to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

EXCEPTING AND RESERVING to the Transferor and its successors in title mines veins seams and beds of coal and other minerals lying and being under the land hereby transferred together with fully and free right and liberty to the Transferor and its successors in title as appurtenant to the coal and other minerals in and under the residue of the land comprised in Certificate of Title ~~Volume 1002 Folio 321~~ and Volume 5208 Folio 142 without entering upon the surface of the land hereby transferred to pass and repass and search for win and carry away and convey the coal and other minerals hereby reserved and the minerals in and under the said residue of land and to drive adits lay pipes construct railways and make aqueducts and water courses use any necessary machinery and carry on any other necessary mining operations in under and through the said land hereby transferred nevertheless making reasonable compensation for any damage or subsidence which may be occasioned to the surface of the land or to any part thereof or to any place thereon by reason of the exercise of all or any of the powers hereinbefore reserved.

AND the Transferee covenants with the Transferor that no fence shall be erected on the property hereby transferred to divide it from the adjoining land of the Transferor without the consent of the Transferor its successors and assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND it is hereby agreed:-

- (a) The land which is subject to the burden of this covenant and restriction is the land hereby transferred.
- (b) The land to which the benefit of this covenant is appurtenant is the residue of the land in the said Certificate of Title.
- (c) The covenant may be released varied or modified by the Transferor its successors and assigns.

ENCUMBRANCES, &c., REFERRED TO.

A very short note will suffice.

K 165-2 3: 3070-2

[illegible]

land in C.T. No. 5208 to 142
County of Camden
to chains to an Inch

Miss. Plan of Stroud (R.P.)
Regd. No. 119533

313-56
SDB

Directo

418533

BOUNDARY LINES

No	Bearing	Length
1	15° 47' 50"	313.0
2	12° 58' 40"	233.4
3	7° 20' 20"	233.4
4	1° 42' 10"	233.4
5	356° 03' 50"	233.4
6	350° 25' 30"	233.4
7	344° 47' 10"	233.4
8	339° 09' 00"	233.4
9	333° 30' 40"	122.5
10	338° 16' 20"	152.6
11	317° 58' 20"	96.8
12	327° 52' 20"	98.2
13	324° 14' 10"	233.4
14	316° 35' 50"	233.4
15	313° 46' 40"	856.2
16	316° 59' 30"	243.7
17	323° 25' 20"	243.7
18	329° 51' 00"	243.7
19	336° 16' 50"	243.7
20	342° 42' 30"	94.1
21	342° 42' 30"	149.6
22	343° 55' 20"	103.1
23	338° 22' 30"	60.8
24	344° 37' 50"	62.3
25	344° 37' 40"	160.9
26	340° 50' 40"	160.9
27	333° 58' 00"	721.4
28	342° 37' 30"	385.1
29	348° 56' 40"	385.1
30	354° 55' 40"	385.1

This is the plan marked as 119533 in the margin of the original plan. The plan is a copy of the original plan and is not to be used in this margin.

WOLLONDILLY

28

Section - 5H

321.06
7.5
313.56

0.55 30

CLARENCE JAMES LYLE WEST

of P.M. RISATA & WEST, CLARENCE JAMES LYLE WEST, I certify that the survey represented in this plan is accurate and has been made under my immediate supervision in accordance with the Practice Regulations, 1933, and was completed on 29.11.1933.

(Signature) [Signature]
Surveyor registered under Surveyors Act, 1929 46.

This is the plan marked as 119533 in the margin of the original plan. The plan is a copy of the original plan and is not to be used in this margin.

Original plan filed

Copy of plan filed as
61039 L

4267853

H567823

H388334

H567823

13

Plan Form No 6 (for transfers, leases, etc)

Municipality of
Shire of Wollondilly

M.A.N.

PLA

of subdivision of part of
Parish of Camden

Scale

MUNICIPALITY OF CAMDEN

HUME

SHIRE

HIGHWAY

214a Or 20p

8A

493a Or 20

Approved by the Council and Certified in accord
ance with the Provisions of Section 327 of the
Local Government Act, 1919.

Subdivision No.

Council Clerk

Datum line of Azimuth { Eastern Side of Hume Highway
bearing 340°10' (DPG003132)

460/300

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Signed at Sydney the 21st day of December 1959.
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

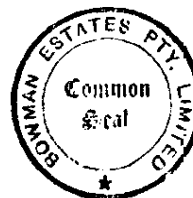
THE COMMON SEAL of CUMDEN PARK ESTATE PTY. LIMITED was hereto affixed by the authority of a resolution of the Board of Directors in the presence of two Directors whose signatures appear opposite hereto and in the presence of:

Secretary

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

THE COMMON SEAL OF BOWMAN ESTATES PTY. LIMITED WAS HERETO AFFIXED BY ORDER OF THE BOARD AND IN THE PRESENCE OF:



Transferee(s).

Director
DIRECTOR
Secretary
SECRETARY

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 19 ____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £20; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

H 567823

No. _____

LODGED BY BOWMAN ESTATES P/L
12th floor
53 Market Place
Sydney. (BW4001)

FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.
Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

} Received Docs.
Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

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

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

Dated at _____ this _____ day of _____ 19 ____
Signed in my presence by _____

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>2/4 Kensington of coal etc</i> <i>20g with crown rights</i> <i>Only to be used</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book, Volume <i>2208</i> Folio <i>142</i>
Passed (in S.D.B.) by <i>[Signature]</i> 5/12	the <i>14th</i> day of <i>December</i> 19 <i>61</i> minutes past <i>4</i> o'clock in the <i>after</i> noon.
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar-General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>[Signature]</i>	<i>21.11.61</i>
Draft examined	<i>[Signature]</i>	<i>3.1.61</i>
Diagram prepared	<i>[Signature]</i>	<i>6.1.61</i>
Diagram examined	<i>[Signature]</i>	<i>10.1.61</i>
Draft forwarded	<i>[Signature]</i>	<i>10.1.61</i>
Supt. of Engrossers	<i>[Signature]</i>	<i>10.1.61</i>
Cancellation Clerk	<i>[Signature]</i>	<i>10.1.61</i>
VOL. <i>8077</i>	F.L. <i>24571</i>	

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

Lengths are in metres

(Page 1 of 24 Sheets)

DP1062133

Subdivision of Lot 100 DP 1045588
 & Lot 2 DP 1051245 & Lot 3 DP1034630
 covered by Council Certificate **76/03**
 No. dated the
 day of **28/11/03** 2003

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

Stockland Development Pty. Limited
 ACN 000 064 835
 157 Liverpool Street. SYDNEY. NSW. 2000

PART 1

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
A 1 ✓	Easement to Drain Water 1.5 wide ✓	402 ✓ 403 ✓ 404 ✓ 406 ✓ 407 ✓ 420 ✓ 422 ✓ 423 ✓ 427 ✓ 428 ✓ 435 ✓ 449 ✓ 450 ✓ 451 ✓ 452 ✓	401 ✓ 401, 402 ✓ 400, 406, 407 ✓ 400, 407 ✓ 400 ✓ 400 ✓ 421 ✓ 421, 422 ✓ 426 ✓ 307, 308, 309, 310, 311, 312, 313, 314, 315, 316 & 317 in ✓ DP 1049115 ✓ 455 ✓ 448 ✓ 448, 449 ✓ 448, 449, 450 ✓ 448, 449, 450, 451 ✓
B 2 ✓	Right of Carriageway and Easement for Services 5.0 wide and variable	401 ✓ 402 ✓ 403 ✓ 421 ✓ 422 ✓ 423 ✓	402, 403 ✓ 401, 403 ✓ 401, 402 ✓ 422, 423 ✓ 421, 423 ✓ 421, 422 ✓
C 3	Easement for Water Supply purposes 3.0 wide	456 ✓	Sydney Water Corporation

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

Lengths are in metres

(Page 2 of 24 Sheets)

DP1062133

Subdivision of Lot 100 DP 1045588
 & Lot 2 DP 1051245 & Lot 3 DP1034630
 covered by Council Certificate
 No. 76/03 dated the
 day of 28/11 2003

PART 1 (continued)

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
(D) 4 ✓	Right of Access and Easement for Services 17.0 wide and variable	400 ✓	Sydney Water Corporation
(E) 5 ✓	Easement for Sewerage Purposes 3.0 wide	400 ✓	Sydney Water Corporation
(F) 6 ✓	Easement for Padmount/Electrical Substation 2.75 wide and variable	400 ✓	Integral Energy Australia
(G) 7 ✓	Easement for Underground Cables 1.0 wide	400 ✓	Integral Energy Australia
(H) 8 ✓	Right of Access 6.0 wide	399 ✓	Integral Energy Australia
(I) 9 ✓	Easement for Underground Cables 1.0 wide	400 ✓	Integral Energy Australia
(J) 10 ✓	Right of Carriageway and Easement for Services 10.0 wide	400 ✓	Sydney Water Corporation
(K) 11	Restriction on the Use of Land (K)	399 ✓ 400 ✓	Integral Energy Australia
(L) 12	Easement For Switching Station 2.5 Wide	453 ✓	Integral Energy Australia

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

Lengths are in metres

(Page 3 of 24 Sheets)

DP1062133

Subdivision of Lot 100 DP 1045588
 & Lot 2 DP 1051245 & Lot 3 DP1034630
 covered by Council Certificate
 No. **76/03** dated the
 day of **28/11** 2003

PART 1 (continued)

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
(M) 13	Easement to Drain Water 2.5 Wide ✓	399 ✓	Wollondilly Shire Council
(N) 14	Easement for Underground Cables 1.0 wide ✓	400	Integral Energy Australia
✓ 15	Restriction on the Use of Land	Each lot from 401-452	Every other lot
✓ 16	Restriction on the Use of Land	Every lot from 401-452	Wollondilly Shire Council
✓ 17	Restriction on the Use of Land	401, 402, 403, 421, 422, 423	Wollondilly Shire Council
✓ 18	Restriction on the Use of Land	405, 408, 420, 425, 427, 428, 438, 452	Wollondilly Shire Council
✓ 19	Restriction on the Use of Land	426	Wollondilly Shire Council
✓ 20	Restriction on the Use of Land	401, 402, 403, 421, 422, 423	Wollondilly Shire Council
✓ 21	Restriction on the Use of Land	Each lot	Every other lot

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

Lengths are in metres

(Page 4 of 24 Sheets)

DP1062133

Subdivision of Lot 100 DP 1045588
& Lot 2 DP 1051245 & Lot 3 DP1034630
covered by Council Certificate
No. 76/01 dated the
day of 28/11 2003

PART 1 (continued)

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
22 (R)	Easement for Underground Cables 1.0 wide	456 ✓	Integral Energy Australia
23 (S)	Easement for Batter 2.5 wide	400 ✓	Sydney Water Corporation

PART 2

1. Terms of Easement to Drain Water 1.5 wide firstly referred to in the abovementioned plan.

Easement to drain water as setout in Schedule 8 of the Conveyancing Act, 1919.

2. Terms of Right of Carriageway and Easement for Services 5.0 wide and variable secondly referred to in the abovementioned plan.

Right of carriageway and easement for services as setout in Schedule 8 of the Conveyancing Act, 1919.

3. Terms of Easement for Water Supply Purposes 3.0 wide thirdly referred to in the abovementioned plan.

As setout in Memorandum No. 7158329B filed in the offices of Land and Property Information NSW.

4. Terms of Right of Access and Easement for Services 17.0 wide and variable fourthly referred to in the abovementioned plan.

Right of Access and Easement for Services as setout in Part 11 and Part 9 of Schedule 4A respectively of the Conveyancing Act, 1919, as amended.

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The Right of Access and Easement for Services extinguishes when that part of the lot burdened by the Right of Access and Easement for Services is dedicated as Public Road.

5. Terms of Easement for Sewerage Purposes 3.0 wide fifthly referred to in the abovementioned plan.

As setout in Memorandum No. 7158328D filed in the offices of Land and Property Information NSW.

6. Terms of Easement for Padmount/Electrical Substation 2.75 wide and variable sixthly referred to in the abovementioned plan.

As setout in Memorandum No. 9262886 filed in the offices of Land and Property Information NSW.

7. Terms of Easement for Underground Cables 1.0 wide seventhly referred to in the abovementioned plan.

1. Full and free right and licence for the Authority Benefited to erect electricity equipment under the lot burdened and identified on the plan as 'G' 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, material or machinery;
 - 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 within reasonable access to the easement site or the electricity equipment;
 - c. to remove any encroachments from the easement site; and
 - d. to excavate the easement 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.
3. The Owner covenants with the Authority Benefited that the Owner:
 - a. will not erect or permit to be erected any structure on or under the easement site;
 - b. will not alter the surface level of the easement site or carry out any form of construction affecting its surface, under surface or subsoil;

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- c. will not do or permit anything to be done or fail to do anything whereby access to the easement site where the Authority Benefited is restricted; and
 - d. without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.
4. Notwithstanding any other clause in this easement, the Owner and the Authority Benefited acknowledge and agree that:
- a. the Owner will construct roads on the lot burdened in compliance with the requirements of the Wollondilly Council and all relevant authorities so as to complete the subdivision of lot 100 in deposited plan 1045588 and lot 2 in deposited plan 1051245 ("the Sub-Division Works");
 - b. in undertaking the Sub-Division Works the Owner may (at the Owner's absolute discretion) at any time and from time to time interrupt the rights of the Authority Benefited under the Easement for Underground Cables by altering the existing surface level of the land and placing or constructing or allowing to remain a protective covering on the land, any pavement of concrete or having any form of bituminous surface with or without a base course of ballast or rock fill or like material, lay pipes and other services and do such other works as are necessary to complete the Sub-Division Works;
 - c. if the Owner proposes to alter the surface level of the land which could cause safety and operational problems for Integral Energy the Owner must notify Integral Energy prior to undertaking such works and comply with any reasonable requirement of the Authority Benefited required to ensure the safety and reliability of any Integral Energy cables located under the Easement Site; and
 - d. if the Owner interrupts the rights of the Authority Benefited under Easement for Underground Cables the Owner at its cost will make good any collateral damage to the property of the Authority Benefited within the Easement Site.
5. This Easement for Underground Cables extinguishes when that part of the lot burdened by this Easement is dedicated as a public road. The Authority Benefited acknowledges that it is not entitled to any compensation on extinguishment of the easement.
6. Definitions

For the purposes of this easement, unless the contrary intention appears, the following terms have the following meanings.

"Authority Benefited" means Integral Energy Australia (and its successors) and its employee's, 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).

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

"erect" includes and means construct, repair, replacements and modified use and remove.

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

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

8. Terms of Right of Access 6.0 wide eighthly referred to in the abovementioned plan.

Right of access as setout in Part 11 of Schedule 4A of the Conveyancing Act, 1919, as amended.

9. Terms of Easement for Underground Cables 1.0 wide ninthly referred to in the abovementioned plan.

1. Full and free right and licence for the Authority Benefited to erect electricity equipment under the lot burdened and identified on the plan as 'I' 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, material or machinery;
 - 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 within reasonable access to the easement site or the electricity equipment;
 - c. to remove any encroachments from the easement site; and
 - d. to excavate the easement 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.
3. The Owner covenants with the Authority Benefited that the Owner:-
 - a. will not erect or permit to be erected any structure on or under the easement site;
 - b. will not alter the surface level of the easement site or carry out any form of construction affecting its surface, under surface or subsoil;

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- c. will not do or permit anything to be done or fail to do anything whereby access to the easement site where the Authority Benefited is restricted; and
 - d. without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.
4. Notwithstanding any other clause in this easement, the Owner and the Authority Benefited acknowledge and agree that:
- a. the Owner will construct roads, drainage and earthworks on the lot burdened in compliance with the requirements of the Wollondilly Council and all relevant authorities so as to complete the subdivision of lot 100 in deposited plan 1045588 ("the Sub-Division Works");
 - b. in undertaking the Sub-Division Works the Owner may (at the Owner's absolute discretion) at any time and from time to time interrupt the rights of the Authority Benefited under the Easement for Underground Cables by altering the existing surface level of the land and placing or constructing or allowing to remain a protective covering on the land, any pavement of concrete or having any form of bituminous surface with or without a base course of ballast or rock fill or like material, lay pipes and other services and do such other works as are necessary to complete the Sub-Division Works;
 - c. if the Owner proposes to alter the surface level of the land which could cause safety and operational problems for Integral Energy the Owner must notify Integral Energy prior to undertaking such works and comply with any reasonable requirement of the Authority Benefited required to ensure the safety and reliability of any Integral Energy cables located under the Easement Site; and
 - d. if the Owner interrupts the rights of the Authority Benefited under Easement for Underground Cables the Owner at its cost will make good any collateral damage to the property of the Authority Benefited within the Easement Site.
 - e. the rights of the owner to interrupt the right of the Authority will cease when Lot 399 has direct access to a common boundary with a dedicated public road.

5. Definitions

For the purposes of this easement, unless the contrary intention appears, the following terms have the following meanings.

"Authority Benefited" means Integral Energy Australia (and its successors) and its employee's, 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).

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

"erect" includes and means construct, repair, replacements and modified use and remove.

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

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

10. Terms of Right of Carriageway 10.0 wide tenthly referred to in the abovementioned plan.

Right of Carriageway and easement for Services as setout in Part 1 and Part 9 respectively of Schedule 4A of the Conveyancing Act, 1919, as amended.

The Right of Carriageway and Easement for Services extinguishes when Lot 399 has access from a dedicated public road.

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

1. The owner will not erect or permit to be erected within the restriction site any building with less than a 120/120/120 fire rating without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.
2. The owner will not erect or permit to be erected any metal clad buildings within the restriction site.
3. The owner will not erect or permit to be erected any metallic fencing within the restriction site unless the fence panels are insulated from the fence posts and from the ground.
4. The owner will not erect or permit to be erected any swimming pool within the restriction site.
5. **"authority benefited"** means Integral Energy Australia (and its successors).

"erect" includes construct, install, build and maintain

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

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

"120/120/120 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

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12. Terms of Easement for Switching Station 2.5 Wide twelfthly referred to in the abovementioned plan.

As setout in Memorandum No.9262886 filed in the offices of Land and Property Information NSW.

13. Terms of Easement to Drain Water 2.5 Wide thirteenthly referred to in the abovementioned plan.

Easement to Drain Water as set out in Part 3 Schedule 4A of the Conveyancing Act 1919.

14. Terms of Easement for Underground Cables 1.0 wide fourteenthly referred to in the abovementioned plan.

1. Full and free right and licence for the Authority Benefited to erect electricity equipment under the lot burdened and identified on the plan as 'N' 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, material or machinery;
 - 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 within reasonable access to the easement site or the electricity equipment;
 - c. to remove any encroachments from the easement site; and
 - d. to excavate the easement 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.
3. The Owner covenants with the Authority Benefited that the Owner:
 - a. will not erect or permit to be erected any structure on or under the easement site;
 - b. will not alter the surface level of the easement site or carry out any form of construction affecting its surface, under surface or subsoil;

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- c. will not do or permit anything to be done or fail to do anything whereby access to the easement site where the Authority Benefited is restricted; and
 - d. without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.
4. Notwithstanding any other clause in this easement, the Owner and the Authority Benefited acknowledge and agree that:
 - a. the Owner will construct roads on the lot burdened in compliance with the requirements of the Wollondilly Council and all relevant authorities so as to complete the subdivision of lot 100 in deposited plan 1045588 and lot 2 in deposited plan 1051245 ("the Sub-Division Works");
 - b. in undertaking the Sub-Division Works the Owner may (at the Owner's absolute discretion) at any time and from time to time interrupt the rights of the Authority Benefited under the Easement for Underground Cables by altering the existing surface level of the land and placing or constructing or allowing to remain a protective covering on the land, any pavement of concrete or having any form of bituminous surface with or without a base course of ballast or rock fill or like material, lay pipes and other services and do such other works as are necessary to complete the Sub-Division Works;
 - c. if the Owner proposes to alter the surface level of the land which could cause safety and operational problems for Integral Energy the Owner must notify Integral Energy prior to undertaking such works and comply with any reasonable requirement of the Authority Benefited required to ensure the safety and reliability of any Integral Energy cables located under the Easement Site; and
 - d. if the Owner interrupts the rights of the Authority Benefited under Easement for Underground Cables the Owner at its cost will make good any collateral damage to the property of the Authority Benefited within the Easement Site.
5. This Easement for Underground Cables extinguishes when that part of the lot burdened by this Easement is dedicated as a public road. The Authority Benefited acknowledges that it is not entitled to any compensation on extinguishment of the easement.

6. Definitions

For the purposes of this instrument, unless the contrary intention appears, the following terms have the following meanings.

"Authority Benefited" means Integral Energy Australia (and its successors) and its employee's, 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).

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

"erect" includes and means construct, repair, replacements and modified use and remove.

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

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

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

15. Terms of Restriction on Use of Land fifteenthly referred to in the abovementioned plan.

1. In these restrictions fifteenthly referred to in the abovementioned plan (which shall include the statement at the completion hereof stipulating the party by whom and with whose consent the said restrictions as to user may be released, varied or modified) unless something in the subject matter or context is inconsistent therewith, the following expressions have the meaning attributed thereto in this restriction, that is to say:-

"Dwelling" means a room or suite of rooms occupied or used or so constructed, designed or adapted as to be capable of being occupied or used as a separate domicile.

"Dwelling-house"..... means a single building containing one but not more than one Dwelling.

"Landscaping"..... means all planting, turfing, construction of retaining walls for the purpose of such landscaping and turfing for the lot burdened.

"Living Area" means in respect of each Dwelling or Dwelling-house erected on the lot burdened:-

- (a) all that floor area or those floor areas on each and every level of the Dwelling or Dwelling-house as is or are bounded by and comprised within the external faces of the external walls of the said

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Dwelling or Dwelling-house EXCEPT in the situation where any external wall or any Dwelling is a common wall with another Dwelling in which case the middle of any such common wall shall be deemed to be the external face thereof; but

(b) shall exclude the floor area of:-

- (i) any covered patio, terrace and/or verandah; and/or
- (ii) any garage.

"the Local Council"..... means The Council of the SHIRE OF WOLLONDILLY.

"Minimum Living Area"..... means a minimum floor area of two hundred square metres (200m²) for lots equal to or greater than 450m² equal or less than 600m².

"Minimum Living Area"..... means a minimum floor area of two hundred and fifty square metres (250m²) for lots being greater than 600m² or less than 800m².

"Minimum Living Area"..... means a minimum floor area of three hundred square metres (300m²) for lots being greater than 800m².

"the Prohibited Area"..... means :-

- (i) in the case of a lot which faces only one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said lot abuts but shall not include any area which is not visible from any public road and/or place; and
- (ii) in the case of a lot which faces more than one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said main building faces and any other area of the lot that



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is not screened from any other public road but shall not
include any area which is not visible from any public road
and/or place.

"Prohibited Item"..... means any plant, machinery and/or other equipment, including
but without limiting the generality thereof any caravan, box
trailer, boat trailer, car trailer, motor vehicle or any part thereof
BUT shall not include any motor car, motor station wagon and/or
utility that is properly registered for use on a public road.

"Stockland" means STOCKLAND DEVELOPMENT PTY LIMITED.

"Texture Coated Material"..... means fibre cement sheeting with recessed edges.

- (i) which is attached to the frame of the building in such a
manner that all joints between the sheets of fibre cement
are concealed including but without limiting the
generality thereof all joints on any corner of the building;
and
- (ii) which is attached to the frame of the building in such a
manner that all materials used in the fixing of such
sheets are concealed including but without limiting the
generality thereof all nails and screws; and
- (iii) which is coated with a texture roll or trowel on finish
based on acrylic, with the ultimate or final colour added,
together with a system of reinforcing joints to obtain a
monolithic appearance.

"Whole Estate" means the whole of the land intended to be subdivided as
part of the development known as "Bridgewater" comprising of
610 lots being the whole of the land contained in Lot 2
DP233005, Lot 3 DP233005, Lot 4 DP233005, Lot 5 DP233005
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2. Whilst Stockland owns any lot or part of a lot within the Whole Estate and for a period of three (3) years thereafter no dwelling may be erected or commenced nor permitted to remain on any lot burdened unless;
- (i) the dwelling, to be erected, external materials, colours and finishes including roof tiles and bricks of the dwelling and landscaping have been designed in accordance with the Design Guidelines for Bridgewater published by Stockland from time to time, and
 - (ii) the plans, elevations and a schedule of external materials, colours and finishes including roof tiles and bricks have been submitted to and approved in writing by Stockland. Approval by Stockland must be obtained before application is made to any relevant authority.

Stockland will not withhold its consent where plans, elevations, materials or finishes substantially conform with the Design Guidelines for Bridgewater published by Stockland from time to time.

Should plans not be submitted in a form capable of being approved by Stockland's at the completion of a 12 month period from the date of purchase of the lot to be burdened from Stockland's, Stockland shall have the right, but not the obligation, to repossess the lot to be burdened at a price being no more than the original purchase price less expenses relating to such sale and resell the lot to be burdened to any other party on market terms.

3. No Dwelling or Dwelling-house shall be erected or permitted to remain on the lot burdened unless the Living Area of the said Dwelling or Dwelling-house is equal to or greater than the Minimum Living Area.
4. No Dwelling-house or Dwelling erected on the lot burdened shall be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first had and obtained from Stockland which approval may be given or withheld by Stockland in its absolute discretion.
5. Not more than one (1) Dwelling-house shall be erected on the lot burdened.
6. No building containing a Dwelling shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of:-

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- (i) bricks; or
- (ii) stone; or
- (iii) brick and/or stone that has been
 - (a) cement rendered and painted; or
 - (b) coated with cement using the process commonly known as "bagging" and painted; or
- (iv) such other materials, in such proportions, as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion; or
- (v) any combination of the materials referred to in sub-clauses (i) to (iv) inclusive immediately above referred to in this restriction.

AND

The design thereof and the materials to be used in the external facades thereof for the lot burdened shall have been approved in writing by Stockland prior to the erection thereof, which approval may be given or withheld by Stockland in its absolute discretion.

Notwithstanding anything to the contrary expressed or implied elsewhere, any approval required to be given pursuant to this restriction shall be deemed to have been given by Stockland in respect of any building the construction of which did or does commence which is (3) years after the date Stockland ceases to own any lot.

7. Notwithstanding anything contained in the restriction immediately preceding, the aggregate of the part or parts of the external walls constructed of:-
- (i) fibre cement sheeting excluding so much thereof as does form part of any Texture Coated Material; or
 - (ii) timber; or
 - (iii) concrete; or
 - (iv) aluminium; or
 - (v) any combination of the materials referred to in sub-clause (i) to (iv) inclusive immediately above referred to in this restriction shall not exceed twenty-five per centum (25%) of the total area of the external walls.

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8. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof with a pitch that is less than 25 degrees or a roof constructed of any material other than:-
 - (i) roof tiles; or
 - (ii) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process; or
 - (iii) such other material as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion.
9. No fence shall be erected or permitted to remain on the lot burdened without the prior approval of Stockland. Consent will not be unreasonably withheld if;
 - (i) the fencing complies with the Design Guidelines for Bridgewater published by Stockland from time to time
10. No fencing may be erected on any lot burdened to divide it from any adjoining lot of which Stockland remains the registered proprietor without the consent of Stockland. Consent will not be withheld if the fence is erected without expense to Stockland.
11. No retaining wall that is visible from any public road or pathway or reserve may be constructed or permitted to remain on any lot burdened unless it is constructed of masonry, rock or stone and otherwise complies with the Design Guidelines for Bridgewater published by Stockland from time to time.
12. No main building may be allowed to be occupied or to continue to be occupied after the expiration of six months from the date of practical completion of that building unless the driveway has been completed and the front area of the land is landscaped, using turf, paths, garden beds, shrubs or trees substantially in accordance with the Design Guidelines for Bridgewater published by Stockland from time to time.
13. No main building constructed on any lot burdened may be used or permitted to be used for the display of an exhibition home or for the promotion or sale of homes without the prior written consent of Stockland.



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14. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.
15. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
16. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
17. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
18. No garage shall be erected forward of the main dwelling façade on the lot burdened unless the lot is a Country Manor or Farm Lot as identified in the Design Guidelines for Bridgewater and the garage design complies with the Design Guidelines for Bridgewater published by Stockland from time to time.
19. No driveway shall be constructed on any lot identified for a Village Home, Country Home, Country Manor or Farm Lot in the Design Guidelines for Bridgewater unless such driveway is constructed of materials and is of a colour which complies with the Design Guidelines for Bridgewater published by Stockland from time to time.
20. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.



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21. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
22. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
23. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale IF:-
 - (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter.
24. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened.
25. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened:-
 - (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out; and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
26. 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 BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as

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least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.

27. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened 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 Stockland.
28. No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
29. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
30. No covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber, brick, masonry or material commonly known as "heddonstone"
31. No solar panels used in conjunction with the heating of water or the generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either:-
- (i) not visible from any public road or place; or
 - (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
32. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.
33. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless: -
- (i) that building or those buildings are not visible from any public road and/or place; or
 - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened; or



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- (iii) it is a garden shed which is visible from a public road and/or place where:-
- (a) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places; and
 - (b) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.

34. No Child Care Centre shall be erected or permitted to remain on the lot burdened.

16. Terms of Restriction on Use of Land sixteenthly referred to in the abovementioned plan.

No excavation or filling shall be permitted on the burdened land that results in a cutting or embankment greater than 1.2 metres in depth or height.

17. Terms of Restriction on Use of Land seventeenthly referred to in the abovementioned plan.

A dwelling shall not be erected on the burdened lot with windows or glazed doors in a wall facing Remembrance Driveway unless those windows and/or doors are acoustically double glazed.

18. Terms of Restriction on Use of Land eighteenthly referred to in the abovementioned plan.

A vehicular access driveway shall not be constructed within the burdened lot if the driveway abuts a public road boundary that is directly opposite a constructed roundabout island or a splitter island that controls traffic movements at the roundabout.

19. Terms of Restriction on Use of Land nineteenthly referred to in the abovementioned plan.

A dwelling shall not be erected on the burdened lot unless the dwelling and a vehicular pavement between the dwelling and a public road boundary is designed and constructed to enable a motor vehicle to enter and exit the lot in a forward direction.

20. Terms of Restriction on Use of Land twentiethly referred to in the abovementioned plan.

Access shall not be constructed across a boundary of a burdened lot that is a common boundary with a public reserve.

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21. Terms of Restriction on Use of Land twentyfirstly referred to in the abovementioned plan.

A fence on a boundary of the burdened lot that is a common boundary with a public reserve shall not be constructed or reconstructed or repaired unless the construction, reconstruction or repairs are in accordance with a design, materials and colours approved by Stockland Developments Pty Ltd or are in accordance with the design, materials and colours of a fence previously constructed on the boundary.

22. Terms of Easement for Underground Cables 1.0 wide twentysecondly referred to in the abovementioned plan.

As setout in Memorandum No. 9262885 filed in the offices of Land and Property Information NSW and identified on the plan as 'R'.

23. Terms of Easement for Batter 2.5 wide twentythirdly referred to in the abovementioned plan.

Easement for Batter as setout in Schedule 8 of the Conveyancing Act, 1919.

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Name of person empowered to release, vary or modify the Restriction fifteenthly referred to in the abovementioned plan.

Stockland whilst ever it owns any lot or any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to which these restrictions were created.

Name of authority empowered to release, vary or modify the Easements firstly, secondly and thirteenthly and Restrictions sixteenthly, seventeenthly, eighteenthly, nineteenthly and twentiethly referred to in the abovementioned plan.

Wollondilly Shire Council.

Name of authority empowered to release, vary or modify the Easements thirdly, fourthly, fifthly, tenthly and twentiethly referred to in the abovementioned plan.

Sydney Water Corporation.

Name of authority empowered to release, vary or modify the Easements sixthly, seventhly, eighthly, ninthly, twelfthly, fourteenthly and twentysecondly referred to and the Restriction eleventhly referred to in the abovementioned plan.

Integral Energy Australia.



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DP1062133

SIGNATURES

Executed for and on behalf of
Stockland Development Pty Limited
ACN 000 064 835 by its duly authorised
attorney under Power of Attorney registered
in Book 4343 No 200 who declares that he
has no notice of revocation of the said
Power of Attorney in the presence of:



Nicholas Anthony Duncan


Signature of Witness
<u>Paul A Jones</u>
Name of Witness
<u>157 Liverpool Street, Sydney</u>
Address of Witness

Wollondilly Shire Council..........Authorised Person

REGISTERED  AT 12-2-2004

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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DP1075905

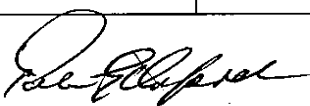
Subdivision of Lot 43 DP 1075391
 covered by Council Certificate
 No. ~~65~~ of 2004 dated the 29th
 day of November, 2004

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

Stockland Development Pty. Limited
 ACN 000 064 835
 157 Liverpool Street. SYDNEY. NSW. 2000
 Peter Gerald Oxford and Margaret Oxford
 375 Remembrance Drive, CAMDEN NSW 2570

PART 1

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1.5 wide	703 704 705 706 707 708 731 745 746 747 748 749 750 751 752 753 754 755 757 758 759 760 761 764 765 767	702 702,703 702,703,704 702,703,704,705,707,708,709 708,709 709 717 744 744,745 744,745,746 744,745,746,747 744,745,746,747,748 744,745,746,747,748,749 744,745,746,747,748,749,750 744,745,746,747,748,749,750, 751 744,745,746,747,748,749,750, 751,752 744,745,746,747,748,749,750, 751,752,753 756 758,759,760,761,762 759,760,761,762 760,761,762 761,762 762 763 763,764 763,764,765




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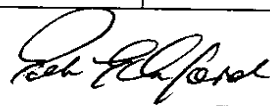
(Page 2 of 20 Sheets)

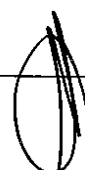
Plan:

DP1075905

Subdivision of Lot 43 DP 1075391
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Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
2	Right of Carriageway and Easement for Services 7.0 and 8.0 wide.	717 718 719	718, 719 717, 719 717, 718
3	Easement to Drain Water 3.0 wide.	718 730 733	719 718, 719 732
4	Easement for Padmount/Electrical Substation 2.75 wide	716, 728, 742	Integral Energy Australia
5	Easement for Underground Cables 1.0 wide	717	Integral Energy Australia
6	Restriction on the Use of Land	716, 727, 728, 741, 742	Integral Energy Australia
7	Restriction on the Use of Land	717, 730, 731, 732, 733	Wollondilly Shire Council
8	Restriction on the Use of Land	Each lot from 701 to 770 inclusive	Every other lot from 701 to 770 inclusive
9	Restriction on the Use of Land	Each lot from 701 to 770 inclusive	Wollondilly Shire Council
10	Restriction on the Use of Land	Each lot from 709 to 720 inclusive and each lot from 730 to 733 inclusive	Every other lot from 709 to 720 inclusive every other lot from 730 to 733 inclusive





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Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
11	Restriction on the Use of Land	714	Wollondilly Shire Council
12	Restriction on the Use of Land	each lot from 709 to 727 inclusive and parts of lot 773 designated "Z"	Lot 44 DP 1075391
13	Restriction on the Use of Land	Part lot 773 designated "Y"	Lot 44 DP 1075391

PART 2

4. Terms of Easement for Padmount/Electrical Substation 2.75 wide fourthly referred to in the abovementioned plan.

As setout in Memorandum No. 9262886 filed in the offices of Land and Property Information NSW.

5. Terms of Easement for Underground Cables 1.0 wide fifthly referred to in the abovementioned plan.

As setout in Memorandum No. 9262885 filed in the offices of Land and Property Information NSW and identified on the plan as 'F'.



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

1. The owner will not erect or permit to be erected within the restriction site any building with less than a 120/120/120 fire rating without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.
2. The owner will not erect or permit to be erected any metal clad buildings within the restriction site.
3. The owner will not erect or permit to be erected any metallic fencing within the restriction site unless the fence panels are insulated from the fence posts and from the ground.
4. The owner will not erect or permit to be erected any swimming pool within the restriction site.
5. **"authority benefited"** means Integral Energy Australia (and its successors).

"erect" includes construct, install, build and maintain

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

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

"120/120/120 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

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

No dwelling or other building or structure shall be constructed within the restricted area of the burdened lot and marked with the letter 'K' in consideration of the land instability structural risks identified as applying to the 'shaded area' in the report 'Proposed Residential/Rural Subdivision, Bridgewater Estate Stage 7 Remembrance Driveway' prepared by Brink and Associates, dated 31st October, 2003 and attached to Development Application DA I 1429-03 consented to by Wollondilly Shire Council at 10th March 2004, unless the measures to be applied to remove the structural risk are set out in a Geotechnical Engineer's report and the design requirements for the dwelling, other building or structure are detailed in a Structural Engineers design and Wollondilly Shire Council has issued development consent for the dwelling or other building or structure after consideration of the geotechnical and structural reports.



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

1. In these restrictions eighthly referred to in the abovementioned plan (which shall include the statement at the completion hereof stipulating the party by whom and with whose consent the said restrictions as to user may be released, varied or modified) unless something in the subject matter or context is inconsistent therewith, the following expressions have the meaning attributed thereto in this restriction, that is to say:-

"Dwelling"..... means a room or suite of rooms occupied or used or so constructed, designed or adapted as to be capable of being occupied or used as a separate domicile.

"Dwelling-house"..... means a single building containing one but not more than one Dwelling.

"Landscaping" means all planting, turfing, construction of retaining walls for the purpose of such landscaping and turfing for the lot burdened.

"Living Area" means in respect of each Dwelling or Dwelling-house erected on the lot burdened:-

- (a) all that floor area or those floor areas on each and every level of the Dwelling or Dwelling-house as is or are bounded by and comprised within the external faces of the external walls of the said Dwelling or Dwelling-house EXCEPT in the situation where any external wall or any Dwelling is a common wall with another Dwelling in which case the middle of any such common wall shall be deemed to be the external face thereof; but
- (b) shall exclude the floor area of:-
- (i) any covered patio, terrace and/or verandah; and/or
 - (ii) any garage.

"the Local Council" means The Council of the SHIRE OF WOLLONDILLY.





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- "Minimum Living Area" means a minimum floor area of two hundred square metres (200m²) for lots equal to or greater than 450m² equal or less than 600m².
- "Minimum Living Area" means a minimum floor area of two hundred and fifty square metres (250m²) for lots being greater than 600m² or less than 800m².
- "Minimum Living Area" means a minimum floor area of three hundred square metres (300m²) for lots being greater than 800m².
- "the Prohibited Area" means :-
- (i) in the case of a lot which faces only one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said lot abuts but shall not include any area which is not visible from any public road and/or place; and
 - (ii) in the case of a lot which faces more than one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said main building faces and any other area of the lot that is not screened from any other public road but shall not include any area which is not visible from any public road and/or place.
- "Prohibited Item" means any plant, machinery and/or other equipment, including but without limiting the generality thereof any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof BUT shall not include any motor car, motor station wagon and/or utility that is properly registered for use on a public road.



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"Stockland" means STOCKLAND DEVELOPMENT PTY LIMITED.

"Texture Coated Material" means fibre cement sheeting with recessed edges.

- (i) which is attached to the frame of the building in such a manner that all joints between the sheets of fibre cement are concealed including but without limiting the generality thereof all joints on any corner of the building; and
- (ii) which is attached to the frame of the building in such a manner that all materials used in the fixing of such sheets are concealed including but without limiting the generality thereof all nails and screws; and
- (iii) which is coated with a texture roll or trowel on finish based on acrylic, with the ultimate or final colour added, together with a system of reinforcing joints to obtain a monolithic appearance.

"Whole Estate" means the whole of the land intended to be subdivided as part of the development known as "Bridgewater" comprising of 610 lots being the whole of the land contained in Lot 2 DP233005, Lot 3 DP233005, Lot 4 DP233005, Lot 5 DP233005 and Lot 3 DP1034630.

2. Whilst Stockland owns any lot or part of a lot within the Whole Estate and for a period of three (3) years thereafter no dwelling may be erected or commenced nor permitted to remain on any lot burdened unless;

- (i) the dwelling, to be erected, external materials, colours and finishes including roof tiles and bricks of the dwelling and landscaping have been designed in accordance with the Design Guidelines for Bridgewater published by Stockland from time to time, and
- (ii) the plans, elevations and a schedule of external materials, colours and finishes including roof tiles and bricks have been submitted to and approved in writing by Stockland. Approval by Stockland must be obtained before application is made to any relevant authority.



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Stockland will not withhold its consent where plans, elevations, materials or finishes substantially conform with the Design Guidelines for Bridgewater published by Stockland from time to time.

Should plans not be submitted in a form capable of being approved by Stockland's at the completion of a ~~12~~²⁴ month period from the date of purchase of the lot to be burdened from Stockland's, Stockland shall have the right, but not the obligation, to repossess the lot to be burdened at a price being no more than the original purchase price less expenses relating to such sale and resell the lot to be burdened to any other party on market terms.

3. No Dwelling or Dwelling-house shall be erected or permitted to remain on the lot burdened unless the Living Area of the said Dwelling or Dwelling-house is equal to or greater than the Minimum Living Area.
4. No Dwelling-house or Dwelling erected on the lot burdened shall be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first had and obtained from Stockland which approval may be given or withheld by Stockland in its absolute discretion.
5. Not more than one (1) Dwelling-house shall be erected on the lot burdened.
6. No building containing a Dwelling shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of:-
 - (i) bricks; or
 - (ii) stone; or
 - (iii) brick and/or stone that has been
 - (a) cement rendered and painted; or
 - (b) coated with cement using the process commonly known as "bagging" and painted; or
 - (iv) such other materials, in such proportions, as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion; or
 - (v) any combination of the materials referred to in sub-clauses (i) to (iv) inclusive immediately above referred to in this restriction.

AND



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The design thereof and the materials to be used in the external facades thereof for the lot burdened shall have been approved in writing by Stockland prior to the erection thereof, which approval may be given or withheld by Stockland in its absolute discretion.

Notwithstanding anything to the contrary expressed or implied elsewhere, any approval required to be given pursuant to this restriction shall be deemed to have been given by Stockland in respect of any building the construction of which did or does commence which is (3) years after the date Stockland ceases to own any lot.

7. Notwithstanding anything contained in the restriction immediately preceding, the aggregate of the part or parts of the external walls constructed of:-
- (i) fibre cement sheeting excluding so much thereof as does form part of any Texture Coated Material; or
 - (ii) timber; or
 - (iii) concrete; or
 - (iv) aluminium; or
 - (v) any combination of the materials referred to in sub-clause (i) to (iv) inclusive immediately above referred to in this restriction shall not exceed twenty-five per centum (25%) of the total area of the external walls.
8. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof with a pitch that is less than 25 degrees or a roof constructed of any material other than:-
- (i) roof tiles; or
 - (ii) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process; or
 - (iii) such other material as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion.
9. No fence shall be erected or permitted to remain on the lot burdened without the prior approval of Stockland. Consent will not be unreasonably withheld if;
- (i) the fencing complies with the Design Guidelines for Bridgewater published by Stockland from time to time

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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THE CONVEYANCING ACT, 1919 AS AMENDED**

Lengths are in metres

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Plan:

DP1075905

Subdivision of Lot 43 DP 1075391
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No. 65 of 2004 dated the 29th
day of November, 2004

10. No fencing may be erected on any lot burdened to divide it from any adjoining lot of which Stockland remains the registered proprietor without the consent of Stockland. Consent will not be withheld if the fence is erected without expense to Stockland.
11. No retaining wall that is visible from any public road or pathway or reserve may be constructed or permitted to remain on any lot burdened unless it is constructed of masonry, rock or stone and otherwise complies with the Design Guidelines for Bridgewater published by Stockland from time to time.
12. No main building may be allowed to be occupied or to continue to be occupied after the expiration of six months from the date of practical completion of that building unless the driveway has been completed and the front area of the land is landscaped, using turf, paths, garden beds, shrubs or trees substantially in accordance with the Design Guidelines for Bridgewater published by Stockland from time to time.
13. No main building constructed on any lot burdened may be used or permitted to be used for the display of an exhibition home or for the promotion or sale of homes without the prior written consent of Stockland.
14. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.
15. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
16. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.



**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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17. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
18. No garage shall be erected forward of the main dwelling façade on the lot burdened unless the lot is a Country Manor or Farm Lot as identified in the Design Guidelines for Bridgewater and the garage design complies with the Design Guidelines for Bridgewater published by Stockland from time to time.
19. No driveway shall be constructed on any lot identified for a Village Home, Country Home, Country Manor or Farm Lot in the Design Guidelines for Bridgewater unless such driveway is constructed of materials and is of a colour which complies with the Design Guidelines for Bridgewater published by Stockland from time to time.
20. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
21. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
22. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
23. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale IF:-
 - (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and



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- (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter.
24. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened.
25. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened:-
- (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out; and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
26. 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 BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
27. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened 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 Stockland.
28. No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
29. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
30. No covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber, brick, masonry or material commonly known as "heddonstone"



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31. No solar panels used in conjunction with the heating of water or the generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either:-
- (i) not visible from any public road or place; or
 - (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
32. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.
33. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless:-
- (i) that building or those buildings are not visible from any public road and/or place; or
 - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
 - (iii) it is a garden shed which is visible from a public road and/or place where:-
 - (a) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places; and
 - (b) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.
34. No Child Care Centre shall be erected or permitted to remain on the lot burdened.

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

No excavation or filling shall be permitted on the burdened land that results in a cutting or embankment greater than 1.2 metres in depth or height.



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

No fence shall be constructed on or be permitted to remain on a boundary of the burdened lot that is a common boundary with a public road unless it is constructed to the size, design, materials and colours specified for fencing on a boundary with a public road shown as *Front Boundary - Hardwood Post and Rail Fence* in the drawing number 1540-CC-St7-05 by Scott Murray and Associates for which a Construction Certificate issued by Wollondilly Shire Council for landscaping in relation to DA I 1429-03 (the *Certified Drawing*), and no fence shall be constructed or permitted to remain on any other boundary of the lot unless it is constructed to the size, design, materials and colour specified for the *Internal Boundaries - Hardwood Post and Wire Fence* in the *Certified Drawing*, unless the boundary is a common boundary with a lot not created concurrently with the burdened lot in the subdivision or the common boundary with a residential lot that has an area less than 1200 square metres; except that a fence may be reconstructed on any boundary to match the size, design, material and colour of an existing fence on that boundary.

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

No activity shall be carried out on the burdened lot that damages or could damage the health of the tree shown on the plan of subdivision as a scar tree, including land excavation or land filling within six metres of the tree in the area marked with the letter 'D' on the burdened lot.

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

- (a) No dogs shall be kept on any part of the land burdened unless kept in dog proof enclosures from which they may only be released if restrained by leash held by a responsible adult person.
- (b) No two stroke motor bikes shall be used or kept on any part of the land burdened.
- (c) No motor vehicle of tare weight exceeding three tonnes shall be garaged or kept on any part of the land burdened.
- (d) No main or other building which has been erected on other land shall be erected on or bought onto the land burdened or any part thereof.





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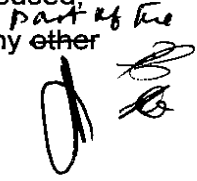
Plan:

DP1075905

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- (e) No main or other building shall be erected or permitted to remain constructed on any part of the land burdened unless the external walls thereof are made of some material other than fibro or fibro cement.
- (f) No main or other building shall be erected or permitted to remain on any part of the land burdened unless the external cladding and roofs are of a low reflective material.
- (g) No fence shall be erected on the land burdened to divide it from any adjoining land of which the proprietor of Lot 44 DP 1075391 (which expression shall be deemed to include the said proprietor's successors in title other than purchasers on sale) is the registered proprietor without the consent in writing of the said proprietor first had and obtained; but such consent shall not be withheld if any such fence is:-
- dog proof
 - comprised of wooden posts and "ringlock" type netting with a strand of barbed wire along the top, supported by posts about nine metres apart (with steel star posts where necessary) and
 - erected without expense to the said proprietor.
- (h) No garage, caravan or outbuilding on the land burdened shall be:
- erected or permitted to remain on any part of the land burdened until after or concurrently with the erection of any main building; or
 - used as a dwelling.
- (i) No unregistered motor vehicles, parts of motor vehicles, motor vehicle bodies or motor vehicles awaiting repair or restoration (whether unregistered or not) shall be housed, parked, stored or permitted to remain upon any part of the land burdened unless the same are completely housed, parked or stored within a totally enclosed garage in such a way as not to be visible from any other land or public road.

lot benefited


part of the






**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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13. Terms of Restriction on Use of Land thirteenthly referred to in the abovementioned plan.

No dwelling shall be erected within the area marked , "Y" on the burdened lot unless it has a single storey façade when viewed from a road to which it has frontage and unless the roof ridge height for the dwelling (measured against Australian Height Datum) is at a level not greater than;

- (i) RL 92.8 for Lot 943;
- (ii) RL 97.4 for Lot 946;
- (iii) RL 98.2 for Lot 949; and
- (iv) RL 97.7 for Lot 952; where

Lots 943, 946, 949 and 952 are the parts of the burdened lot within the area marked "Y" that are shown respectively as Lots 943, 946, 949 and 952 on the plan of subdivision referred to as DA I 1431-03, consented to by Wollondilly Shire Council on 10th March, 2004.



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Name of person empowered to release, vary or modify the Restriction eighthly and tenthly referred to in the abovementioned plan.

Stockland whilst ever it owns any lot or any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to which these restrictions were created.

Name of authority empowered to release, vary or modify the Easements firstly and thirdly and the Right of Carriageway and easement for Services secondly and the Restrictions seventhly, ninthly and eleventhly referred to in the abovementioned plan.

Wollondilly Shire Council.

Name of authority empowered to release, vary or modify the Easements fourthly, fifthly, and the Restriction sixthly referred to in the abovementioned plan.

Integral Energy Australia.

The persons empowered to release vary or modify the Restrictions twelfthly and thirteenthly referred to in the plan.

Peter Gerald Oxford and Margaret Oxford of 375 Remembrance Drive, Camden South and their successors and assigns.



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Plan:

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No. dated the
day of 2004

DP1075905

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

.....
John Wallace 17/11/04
Attorney
General Manager Engineering Performance

.....
Signature of witness

Signature of witness

.....
Sonia A CABRERA

Name of witness

.....
Graig James Vito Tetto
Contersignee
A/Company Secretary

.....
INTEGRAL ENERGY

Address of witness

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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DP1075905

Signed by Peter Gerald Oxford

In the presence of



Witness

P. H. BOWRING

SOLICITOR

CAMDEN



Peter Gerald Oxford

Signed by Margaret Oxford

In the presence of



Witness

P. H. BOWRING

SOLICITOR

CAMDEN



Margaret Oxford

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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THE COMMON SEAL OF STOCKLAND (CONSTRUCTORS)
PTY. LIMITED A.C.N. 000 064 835 was hereunto affixed by
authority of the Board in the presence of

.....
Secretary

.....
Director

..... Signature of Witness
Leanne Terry
..... Name of Witness
157 Liverpool Street, Sydney
..... Address of Witness

Executed for and on behalf of
Stockland Development Pty Limited
ACN 000 064 835 by its duly authorised
attorney under Power of Attorney registered
in Book 343 No 200 who declares that he
has no notice of revocation of the said
Power of Attorney in the presence of:

.....
Nicholas Anthony Duncan

Wollondilly Shire Council.....

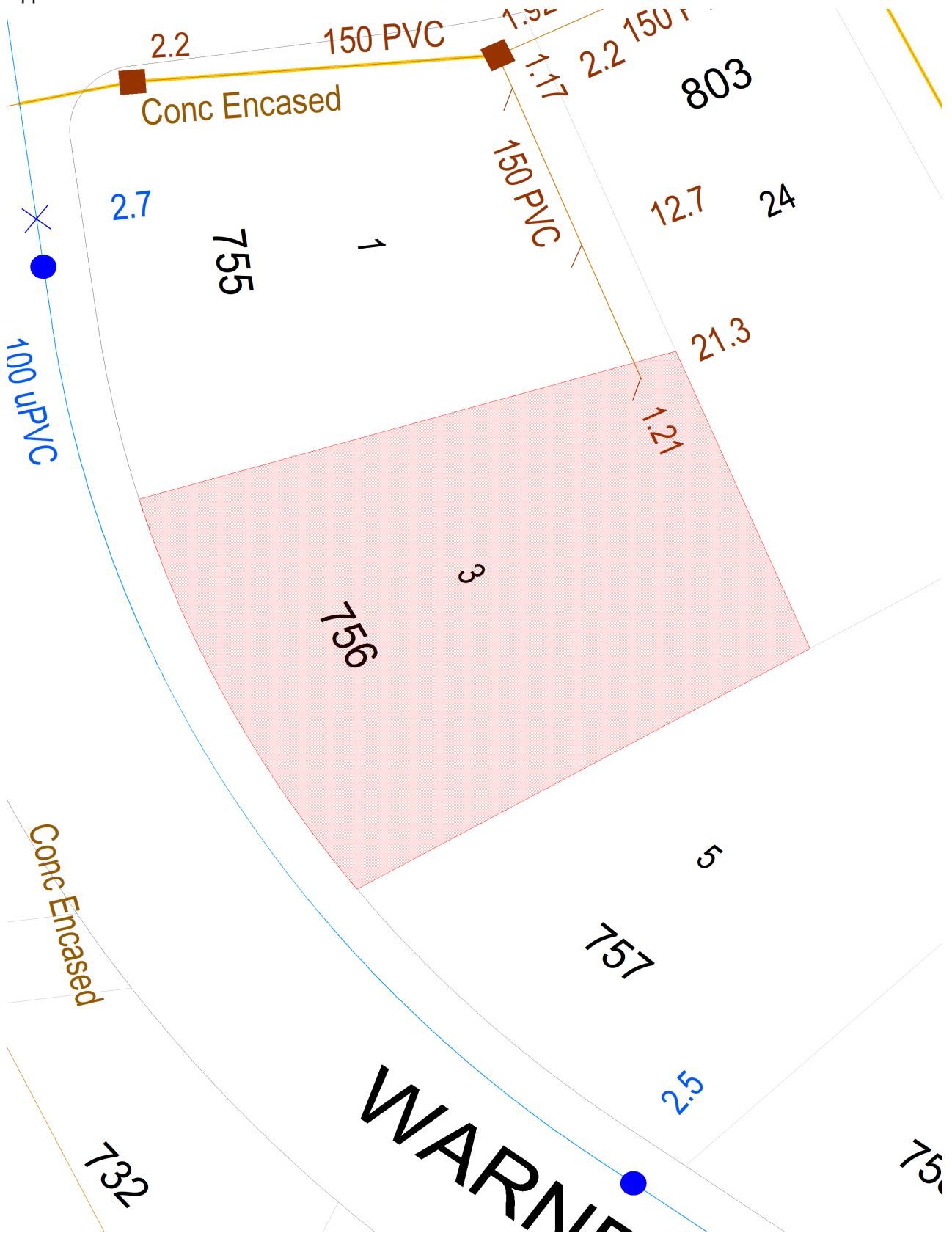
.....
Authorised Person

REGISTERED



9.12.2004

Service Location Print
Application Number: 8004487444



Document generated at 24-07-2025 10:20:58 AM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8004487445

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF **WOLLONDILLY**

SUBURB OF **CAMDEN**

Copy of Diagram no. **3096252**

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

- ☒ Manhole
- ☐ Chl Chamber
- ☒ LH Lamphole
- ☒ Boundary Trap
- ☒ Inspection Shaft
- ☒ Pit
- ☒ G Grease Interceptor
- ☒ Gully

INDICATES - PLUMBING FIXTURES & OR FITTINGS

- ☒ P P. Trap
- ☒ R Reflux Valve
- ☒ Cleaning Eye
- ☒ Vert Vertical Pipe
- ☒ IP Induct Pipe
- ☒ MF Mica Flap
- ☒ Jn Junction
- ☒ RP Rodding Point

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

- ☒ SVP Soil Vent Pipe
- ☒ WS 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. _____	DRAINAGE Inspected by Inspector _____	Date of issue _____	PLUMBING Inspected Inspector _____
U.S. _____	Cert. Of Compliance No. _____	Outfall _____	Cert. Of Compliance No. _____
Sewer Ref. Sheet No. _____	Field Diagram Examined by _____	Drainer _____	
	Tracing Checked by _____	Plumber _____	
		Boundary Trap NOT REQUIRED	For Regional Manager _____

Connection Date: _____

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**.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	cdbe239a
Property Address:	3 WARNER STREET CAMDEN PARK
Date of Registration:	15 April 2016
Type of Pool:	A spa pool
Description of Pool:	above ground spa

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

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

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

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

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	cdbe239a
Property Address:	3 WARNER STREET CAMDEN PARK
Expiry Date:	01 August 2028
Issuing Authority:	Mark McKenzie - Registered Certifier - bdc05016

Restricted by S20 Exemption: the spa pool must be covered and secured by a lockable child-resistant structure at all times when the spa pool is not in actual use.

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use



Frank McKay Building 62-64 Menangle Street, Picton NSW 2571

All Correspondance to PO Box 21, Picton NSW 2571

Telephone: 02 4677 1100 Fax: 02 4677 2339

Email: council@wollondilly.nsw.gov.au Web: www.wollondilly.nsw.gov.au

ABN: 93 723 245 808

PLANNING CERTIFICATE UNDER SECTION 10.7(2)

ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

APPLICANT:	InfoTrack
Planning Certificate No.:	00101293
Receipt No.:	RT65054611
Issue Date:	24/07/2025
Applicant's Reference:	254339
Property No.:	19640

DESCRIPTION OF PROPERTY

Address:	3 Warner Street, CAMDEN PARK, NSW, 2570 (P)
Land Description:	Lot: 756 DP: 1075905

Notes:

The following prescribed matters may apply to the land to which this certificate relates and is supplied in good faith. This certificate was generated automatically under the delegated authority of the Manager Shire Planning and Advocacy.

Where this certificate refers to a specific allotment (or allotments) within a strata plan, the certificate is issued for the whole of the land within the strata plan, not just the specific allotment(s) referred to, and any information contained in the certificate may relate to the whole, or any part, of the strata plan.

If the land straddles a local government area boundary, the information in this certificate only applies to the portion of land that is located within Wollondilly Shire Council Local Government Area.

The following information is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is applicable as at the date of this certificate. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them from Council's Administration Centre at 62-64 Menangle Street, Picton or view free of charge on Council's Website www.wollondilly.nsw.gov.au.

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.

ENVIRONMENTAL PLANNING INSTRUMENTS

Wollondilly Local Environmental Plan 2011

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Biodiversity & Conservation) 2021

State Environmental Planning Policy (Resilience & Hazards) 2021

State Environmental Planning Policy (Transport & Infrastructure) 2021

State Environmental Planning Policy (Industry & Employment) 2021

State Environmental Planning Policy (Resources & Energy) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Precincts Western Parkland City) 2021

State Environmental Planning Policy (Precincts Regional) 2021

State Environmental Planning Policy (Housing and Productivity Contributions) 2023

DEVELOPMENT CONTROL PLANS

Wollondilly Development Control Plan 2016 applies to all land covered by Wollondilly Local

Environmental Plan 2011.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

Explanation of Intended Effect (In-fill affordable housing, group homes, supportive accommodation and other provisions) – proposed amendments to State Environmental Planning Policy (Housing) 2021 (Housing SEPP)

Explanation of Intended Effect (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023 – proposed amendments to State Environmental Planning Policy (Housing) 2021 (Housing SEPP) and other legislation

Explanation of Intended Effect (Changes to create low and mid-rise housing) – proposed introduction of a state environmental planning policy

Explanation of Intended Effect (Cultural State Environmental Planning Policy) - Proposed introduction of a State Environmental Planning Policy to support events and activities in NSW.

Explanation of Intended Effect (Business and Industrial Codes) – proposed amendments to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Explanation of Intended Effect (Changes to deter illegal tree and vegetation clearing) – proposed amendments to State Environmental Planning Policy (Biodiversity and Conservation) 2021 and State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

DRAFT DEVELOPMENT CONTROL PLANS

Draft Development Control Plan 2016 (Tourist and Visitor Economy Uses and Controls for Development within the Metropolitan Rural Area).

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

WOLLONDILLY LOCAL ENVIRONMENTAL PLAN 2011

- a. the identity of the zone, whether by reference to-
 - i. a name, such as “Residential Zone” or “Heritage Area”, or
 - ii. a number, such as “Zone No 2 (a)”,

Zone R2 Low Density Residential

- b. the purpose for which development in the zone-
 - i. may be carried out without development consent:

Home occupations and development listed in Schedule 2 of Wollondilly Local Environmental Plan 2011 provided it meets the criteria in that Schedule.

- ii. may not be carried out except with development consent:

Bed and breakfast accommodation; Bee keeping; Cemeteries; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Signage; Tank-based aquaculture; Veterinary hospitals; Water supply systems.

- iii. is prohibited:

Attached dwellings; Multi dwelling housing; Residential flat buildings; Rural workers’ dwellings; Shop top housing; Water treatment facilities; Any development not specified in item (i) or (ii).

- c. whether additional permitted uses apply to the land,

There are no additional permitted uses which apply to the land.

- 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,

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

e. whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

f. whether the land is in a conservation area, however described,

The land is not located in a conservation area.

g. whether an item of environmental heritage, however described, is located on the land

The land does not contain an item of environmental heritage.

3. CONTRIBUTIONS PLANS

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans,

CONTRIBUTIONS PLANS

Wollondilly Development Contributions Plan 2020 applies to the land.

DRAFT CONTRIBUTIONS PLANS

Draft Wollondilly Shire Contributions Plan applies to the land.

Draft Western Sydney Regional Affordable Rental Housing Contributions Scheme applies to the land.

- (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, and

- (b) The name of the Ministerial planning order in which the region is identified.

The land is within the Greater Sydney Region within the meaning of the Act, Division 7.1, Subdivision 4.

The Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 is the Ministerial Planning Order in which the Region is identified.

- (3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

The land is not located in a Special Contributions Area to which a continued 7.23 determination applies.

- (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 1 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.

THE HOUSING CODE

Complying development MAY be carried out on the land under the Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE RURAL HOUSING CODE

Complying development MAY be carried out on the land under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land under the Greenfield Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land under the Low Rise Housing Diversity Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land under the Housing Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land under the General Development Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land under the Industrial and Business Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development MAY be carried out on the land under the Industrial and Business Buildings Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land under the Container Recycling Facilities Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE SUBDIVISIONS CODE

Complying development MAY be carried out on the land under the Subdivisions Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE DEMOLITION CODE

Complying development MAY be carried out on the land under the Demolition Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE FIRE SAFETY CODE

Complying development MAY be carried out on the land under the Fire Safety Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land under the Agritourism And Farm Stay Accommodation Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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 1 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.

Exempt development MAY be carried out on the land under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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

Council is NOT aware of any affected building notice in respect of the land.

- (b) A building product rectification order is in force in relation to the land that has not been fully complied with, or

Council is NOT aware of any building product rectification order as detailed above.

- (c) A notice of intention to make a building product rectification order given in relation to the land is outstanding.

Council is NOT aware of any notice of intention as detailed above.

- (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.

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. There are no Environmental Planning Instruments referred to in Clause 1 that make provision for the acquisition of the land by a public authority as referred to under section 3.15 of the Act.

No. There are no proposed Environmental Planning Instruments referred to in Clause 1 that make provision for the acquisition of land by a public authority as referred to under section 3.15 of the Act.

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 INFORMATION

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.
- (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.
- (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.*

No Flood Study has been undertaken in accordance with the requirements of the NSW Floodplain Development Manual for this land. It is therefore unknown whether any flood related development controls would apply to the land. Any person acting on this Certificate should make their own enquiries on this matter.

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 inundations, 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.

Yes. The Contaminated Land Policy adopted by Wollondilly Shire Council applies and provides a framework to manage land contamination through the land use planning process.

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.

The land is not bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act.

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.

Council has not been notified by NSW Fair Trading of any residential premises on this land being identified in the Loose-Fill Asbestos Insulation Register.

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.

The land IS WITHIN a declared Mine Subsidence District of Wilton under section 20 of the Coal Mine Subsidence Compensation Act 2017. Certain development in a Mine Subsidence District requires approval from Subsidence Advisory NSW – further information can be obtained from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

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 this Regulation, Part 10 and the Act, Schedule 7.

None.

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 council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

Council has not been notified of any such plan that affects this land.

16. BIODIVERSITY STEWARDHIP 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.

Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

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 under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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 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

(1) If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protectiontection works.

(2) In this section-

Existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note- Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

This clause is not applicable to the Wollondilly Local Government Area.

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 Policy, clause 19, or

No. The land IS NOT identified as being within an ANEF or ANEC contour of 20 or greater.

- (b) Shown on the Lighting Intensity and Wind Shear Map, or

No. The land IS NOT identified on the Lighting Intensity and Wind Shear Map.

- (c) Shown on the Obstacle Limitation Surface Map, or

No. The land IS NOT identified on the Obstacle Limitation Surface Map.

- (d) In the 'public safety area' on the Public Safety Area Map, or

No. The land IS NOT identified as being within the "public safety area" on the Public Safety Map.

- (e) In the '3 kilometre wildlife buffer zone' or the '13 kilometre wildlife buffer zone' on the Wildlife Buffer Zone Map.

No. The land IS NOT identified as being within a wildlife buffer zone on the Wildlife Buffer Zone Map.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

If State 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, clause 88(2).

There are currently no conditions of consent relating to a development application for seniors housing that apply to the land.

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.
- (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).
- (3) Any conditions of 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).
- (4) In this section-

former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

There is not a current site compatibility certificate (affordable rental housing) as described that applies to this land.

There are currently no conditions of consent relating to a development application for affordable rental housing that apply to the land.

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.

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.

No. Water or sewerage services are not provided to the land under the Water Industry Competition Act 2006.

Note – This section does not contain information relating to whether the land is, or is not connected to Sydney Water’s network for the supply of either drinking water, recycled water or wastewater. Nor does this section contain information relating to whether a smaller scale onsite sewage management system services the land.

Contact Sydney Water for further information about whether the land is connected to Sydney Water’s network.

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.

No, the land is not located within a Special Entertainment Precinct.

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

- (a) 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.

In respect of matters beyond the control and/or responsibility of Council, information provided is provided only to the extent that Council has been so notified by the relevant Authorities or Departments, which have responsibility for the administration of the particular status referred to. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

This certificate was generated automatically under the delegated authority of the Manager Shire Planning and Advocacy

WOLLONDILLY SHIRE COUNCIL

The information contained in this certificate can be discussed with Council's Duty Planner by appointment, Monday to Friday between the hours of 8:30am and 3:00pm, by telephoning (02) 4677 1100 or by making a booking via the online Duty Planner booking system - <https://dutyroster.wollondilly.nsw.gov.au/>. Please note that appointments are limited to 15 minutes.

Notice to Purchasers of Rural Land

Wollondilly Shire Council supports the rights of persons in rural areas of the Shire to undertake and pursue agricultural production activities that are consistent with land capability and use reasonable and practical measures to avoid environmental harm and minimise impact to adjoining land users.

Intending purchasers are advised that agricultural production can include the following activities that may have implications for occupiers and prospective purchasers of rural land:

Use of agricultural machinery (tractors, chainsaws, motorbikes)

Use of bird-scare devices

Intensive livestock production (cattle feedlots, poultry farms, piggeries, restricted dairies)

Operation of rural industries (packing sheds, abattoirs, stock and sale yards, sawmills)

Vegetation clearing

Grazing of livestock

Crop and fodder production

Soil cultivation

Crop harvesting

Use of firearms

Bushfire hazard reduction burning

Construction of firebreaks

Earthworks (construction of dams, drains, contour banks, access roads and tracks)

Fencing

Pumping and irrigation

Use of pesticides and herbicides

Spreading of manure, compost and treated effluent

Fertiliser usage

Slashing and mowing of grass

Production of silage

Re-vegetation activities (planting trees and shrubs)

Agroforestry

Livestock droving on roads

This is not an exhaustive list and intending purchasers of rural land should assess surrounding agricultural land uses and the impact these activities may have when being pursued in close proximity their proposed purchase. If you think these types of activities will affect your ability to live in a rural locality then intending purchasers are advised to reconsider their purchase and seek independent advice. This notice is not intended to affect the rights of individuals to take action under the common law or legislation and is provided for information purposes only.