

## Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Professionals Narellan &amp; District</b> Studio 7, Shops 10-11/38 Exchange Parade, Narellan, NSW 2567	Phone: (02) 4623 0380 Fax: (02) 4621 4618 Ref: Steve Diggins
co-agent		
vendor		
vendor's solicitor	<b>Coutts Lawyers &amp; Conveyancers</b> Shop 5, 338 Camden Valley Way, NARELLAN NSW 2567 DX 25815 CAMDEN	Phone: 02 4647 7577 Fax: (02) 4647 7447 Ref: CN:TN:20210033 E: carina@couttslegal.com.au
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> 43 Kinnear Street, Harrington Park, New South Wales 2567 Registered Plan: Lot 1243 Plan DP 1010882 Folio Identifier 1243/1010882	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Swimming Pool, Pergola, Garden Shed,	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

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

witness

purchaser     JOINT TENANTS     tenants in common     in unequal shares

witness

**Choices**

Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes

Nominated **Electronic Lodgment Network (ELN)** (clause 30): \_\_\_\_\_

**Electronic transaction** (clause 30)

no  YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

Land tax is adjustable

NO  yes

GST: Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

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

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

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

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input checked="" type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input checked="" type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input checked="" type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### DISPUTES

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

### AUCTIONS

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

### WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
  - 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
  - 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
  - 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
  - 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
  - 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
  - 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
  - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
  - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
  - 5.2.3 in any other case - *within* a reasonable time.



## 6 Error or misdescription

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

## 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter within 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.  
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.  
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.  
16.4 The legal title to the *property* does not pass before completion.  
16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.  
16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –  
16.7.1 the price less any:  
  - deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
16.7.2 any other amount payable by the purchaser under this contract.  
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.  
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.  
16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –  
16.11.1 if a special completion address is stated in this contract - that address; or  
16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or  
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.  
16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.  
16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.  
17.2 The vendor does not have to give vacant possession if –  
17.2.1 this contract says that the sale is subject to existing tenancies; and  
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).  
17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.  
18.2 The purchaser must not before completion –  
18.2.1 let or part with possession of any of the *property*;  
18.2.2 make any change or structural alteration or addition to the *property*; or  
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.  
18.3 The purchaser must until completion –  
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and  
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

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



**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the parties must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the parties otherwise agree;
- 30.4.4 a party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one party to another party in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that party at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the party required to serve it.
- 30.5 Normally, the vendor must within 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

43 Kinneer Street HARRINGTON PARK NSW 2561

## CONDITIONS OF SALE BY AUCTION

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

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

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

## ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

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

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### 33 ALTERATIONS TO PRINTED FORM

- 33.1 Definitions – *settlement cheque* is amended to read as *“bank cheque”*
- 33.2 Clause 2.4 is amended by inserting the words “or Electronic Funds Transfer” after the word “cheque”
- 33.3 Clauses 5.2.1 and 5.2.3 are deleted.
- 33.4 Clause 7.1.1 is amended by deleting the words ‘5% of the price’ and inserting ‘\$1’ in their place.
- 33.5 Clauses 7.1.3 and 8.1.3 the number 14 is to be replaced with the number 7.
- 33.6 Clause 7.2.2 is deleted;
- 33.7 Clause 8.1.1 is amended by deleting the words “on reasonable grounds”
- 33.8 Clause 10.1.9 is amended by deleting the word “substance” and replace with the word “existence”.
- 33.9 Clause 11.2 is deleted.
- 33.10 Clause 13.13.1 is amended by replacing ‘ 5 days’ with ‘14 days’ and add new clause “13.13.5 If the RW Payment Notification is not provided to the Vendor’s office 14 days prior to settlement then the Purchaser shall pay to the Vendor the sum of \$77.00 to cover legal costs and expenses incurred as a consequence of the Purchaser’s delay.”
- 33.11 Clause 14.4.2 is amended by deleting the words “the person who owned land owned no other land”.
- 33.12 Clause 15 is amended by inserting the words ‘However, this clause does not apply in the event that the vendor has not provided the clearance certificate under clause 31, and the completion date will be the later of the completion date and 7 days after the date that the clearance certificate is served.’
- 33.13 Clause 16 is amended by adding 16.6.1 “If a party serves a Land Tax certificate that is not clear, the Vendor does not have to clear the Land Tax on or before settlement but must have the Land Tax cleared within a reasonable time after settlement”.
- Clause 16.8 is amended by deleting “\$10” and replacing it with “\$5”.
- 33.14 Clauses 23.6, 23.7 and 23.9 are deleted.
- 33.15 Clause 23.13 is deleted.
- 33.16 Clause 23.14 is deleted.
- 33.17 Clause 24.3.3 is deleted.
- 33.18 Clause 25 is deleted.
- 33.19 Clause 28 is deleted.
- 33.20 Clause 29 is deleted.
- 33.21 Clause 30.3.1 is amended by replacing the words “each party must bear equally any disbursements and fees and otherwise bear that party’s own costs” with “the purchaser will pay to the Vendor the amount of \$220 for the Vendor’s legal fees and disbursements as a genuine pre-estimate of those additional expenses, to be allowed an additional adjustment on completion;”
- 33.22 Clause 31.4 is deleted.

**34 REAL ESTATE AGENT**

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

**35 NOTICE TO COMPLETE**

35.1 If either party is unable or unwilling to complete the contract by the date specified, then the other party shall be entitled at any time on or after the completion date to serve a Notice to Complete making time of the essence of the agreement. Such Notice shall give not less than fourteen (14) day's notice after the day immediately following the day on which that Notice is received by the recipient of the notice. The notice may nominate a specific hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. The party issuing the Notice to Complete shall be at liberty to withdraw that Notice without prejudice to that party's continuing right to give any further Notice to Complete under clause 15.

35.2 Further, if it becomes necessary for the Vendor to issue a Notice to Complete pursuant to this clause, then the Purchaser shall pay to the Vendor the sum of \$220.00 to cover legal costs and expenses incurred as a consequence of the Purchaser's delay, as a genuine pre-estimate of those additional expenses, to be allowed an additional adjustment on completion.

**36 SERVICE OF DOCUMENTS**

36.1 In addition to the provisions of Clause 20 of this Contract, the parties hereby agree that service of any document or Notice to Complete is considered effected on the party receiving the document or Notice to Complete and that party's legal representative if:

36.1.1 the document or Notice to Complete is sent via email to the legal representative or the office of the party receiving the document or Notice to Complete; or

36.1.2 the document or Notice to Complete is sent via facsimile transmission to the facsimile number noted on the front page of this Contract or as noted on the legal representative letter head.

36.2 The parties hereby agree that service of any document or Notice to Complete shall be deemed to be duly given or made if the provisions of the above clause 36.1 are met. In the event that the time of dispatch is not before 5:00pm (AEDT), the parties agree that service is considered to have occurred the next business day.

**37 LATE COMPLETION**

If the Purchaser fails to complete this purchase by the completion date, without default by the Vendor, then the Purchaser shall pay to the Vendor on completion, in addition

to the balance purchase money, an amount calculated as ten per cent 10% per annum interest on the balance of purchase monies, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

### **38 CONDITION OF PROPERTY**

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

38.2 The Purchaser accepts the inclusions specified in this Contract in their present state and condition, subject to fair wear and tear and the Vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear occurring after the Contract date.

### **39 ENTIRE AGREEMENT**

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

### **40 CAPACITY**

40.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

40.1.1 being an individual, dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or

40.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enter into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

40.2 The Purchaser warrants that the Purchaser has the legal capacity to enter into this contract.



## **41 TRANSFER**

- 41.1 Sufficient particulars of title for the preparation of the Transfer are contained in this contract and the Purchasers shall not require the Vendors to provide any further Statement of Title.
- 41.1.1 The Transfer document must be provided to our office 14 days prior to settlement. If the Transfer is not provided to our office 14 days prior to settlement then the Purchaser shall pay to the Vendor the sum of \$77.00 to cover legal costs and expenses incurred as a consequence of the Purchaser's delay.

## **42 RESIDENTIAL WITHHOLDING PAYMENT**

- 42.1 This special condition applies if 14-E of Schedule 1 of the Taxation Administration Act 1953 (The Tax Act) applies to the sale of the Property.
- 42.1.1 If this clause applies, the Vendor is deemed to satisfy its requirements under The Tax Act by notice under this Contract, and the Purchaser agrees to comply with their obligations under the Residential Withholding payment scheme under The Tax Act and provided the Purchaser complies with its obligations under this Contract, the parties agree to adjust the balance of the Purchase Price on Completion to all for the Residential Withholding Payment.
- 42.1.2 The Purchaser warrants that it will comply with its obligations under The Tax Act and produce on Completion either:
- 42.1.3 Written evidence that the Residential Withholding Payment has been paid to the Australian Taxation Office in relation to the Property; or
- 42.1.4 A bank cheque payable to the Deputy Commissioner of Taxation for the Residential Withholding Payment,
- 42.1.5 If the Purchaser provides payment in accordance with clause 41.3 (b), the Purchaser warrants to provide the bank cheque to the Australian Taxation Office as soon as practicable after Completion and within the time provided under The Tax Act.
- 42.1.6 If the Purchaser does not comply with this special condition 41, then the Vendor may delay Completion and charge interest in accordance with this Contract, until such time the Purchaser has complied with its obligations under this clause.
- 42.1.7 In the event the Purchaser does not pay the Residential Withholding Payment to the Australian Taxation Office or does not produce a bank cheque at completion in accordance with this clause, the Vendor retains the right to payment of the full consideration payable under this Contract. This clause does not merge on completion.
- 42.1.8 The Purchaser indemnifies the Vendor from any interest, penalty and or legal and or accounting costs that may be incurred by the Vendor due to the Purchasers failure to comply with this clause or

their requirements under the Tax Act, and includes but is not limited to non-payment or delay in payment following Completion, even if such delay is incurred due to a third party. This clause will not merge on completion.

42.1.9 The Purchaser may not make any claim, requisition or delay Completion on account of any item arising out of this clause.

## 43 DEPOSIT

43.1. Notwithstanding any other provision of this contract, if a cooling off period applies, then the deposit may be paid by 2 instalments as follows:

43.1.1 an amount equivalent to 0.25% of the price – on or before the making of this contract;

43.1.2 the balance of the deposit – no later than 5.00pm on the 5<sup>th</sup> business day after the date of this contract.

43.2 The parties agree that, in the event that the Purchaser requests to use a Deposit Bond and the Vendor accepts the use of a Deposit Bond, a deposit bond Guarantee is to be used as a form of deposit the following terms are applicable:

43.2.1 In this contract “Bond” means a deposit bond provided by any institution agreed to by the Vendor and issued to the Vendor at the request of the Purchaser in an amount and form approved by the Vendor.

43.2.2 The bond will be equivalent to the amount of the full 10% deposit.

43.2.3 The bond will be dealt with as if it were a cash deposit under the contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the deposit.

43.2.4 At settlement, the Purchaser must pay to the Vendor in addition to all other monies payable under this contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.

43.3 In the event that the Purchaser should pay a deposit less than ten per cent (10%) of the purchase price, then the deposit is to be paid in two instalments as follows:

43.3.1 the first part of the deposit on signing of this Contract or at the expiry of the cooling off period (whichever applies); and

43.3.2 the second part of the said ten per cent (10%) of the purchase price shall be paid on the completion or immediately on a default by the Purchaser observing any terms and condition of the Contract. On default by the Purchaser, the balance of the deposit shall immediately become payable to the Vendor and shall be payable notwithstanding that this contract may be terminated as a consequence of the Purchaser's default.

**44 RELEASE OF DEPOSIT**

Notwithstanding anything else herein contained the deposit or any part of the deposit as the Vendor may require to be released for the purpose of a deposit, stamp duty and balance purchase monies on the purchase of Real Estate, providing that such deposit is held within a Trust Account of a Solicitor or Real Estate Agent or for the discharge of any mortgage or caveat encumbering the subject land, or as the Vendor may direct. The execution of this agreement shall be full and irrevocable authority to the stakeholder named herein to release such deposit.

**45 WARRANTY BY PURCHASER**

The Purchaser warrants:

45.1 that prior to the later of exchange of contracts, or expiration of the cooling off period, the Purchaser has obtained an approval of Credit in an amount and on reasonable terms to enable the Purchaser to pay for the Property and to complete this contract; OR

45.2 that the Purchaser does not require any Credit or Loan to pay for the Property and complete this Contract.

**46 CANCELLATION AND/OR RESCHEDULING OF SETTLEMENT**

Should an arranged settlement not take place at the date and time scheduled between the parties and not take place at a further agreed time on that same day and it is not due to the fault of the Vendor or their representatives then the Purchaser shall make an allowance of \$150.00 payable on settlement for each cancelled settlement representing the reasonable costs of the Vendor in cancelling and rebooking settlement.

**47 REASONABLE NOTICE**

Should a previously arranged settlement not take place at the agreed date and time or at the further agreed time on that same day and it is not due to the fault of the Vendor or their representatives then reasonable notice is deemed to be a minimum of 48 hours to rebook settlement or as per the requirements of the discharging mortgagee. Further, special condition 34 will apply.

**48 SETTLEMENT LOCATION**

Settlement of this matter will take place wherever the Vendor's Mortgagee directs. If the Property is not mortgaged, or the discharge of mortgage is already held by Coutts Solicitors and Conveyancers, then settlement will be effected at the office of Coutts Solicitors and Conveyancers. However, should the Purchaser not be in a position to settle at the office of Coutts Solicitors and Conveyancers, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancer's Sydney Settlement Agents fee is paid by the Purchaser.

**49 GUARANTEE FOR CORPORATE PURCHASER**

In consideration the the vendor contracting with the corporate purchaser,  
[ ] (the guarantors), as is evidenced  
by the guarantors execution hereof, guarantee the performance by the purchaser of all

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

SIGNED by )  
the guarantors in the presence of: )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

**50 SEWER**

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

**51 SWIMMING POOL**

The Purchaser cannot make a claim or requisition or rescind or terminate if the swimming pool on the Property does not comply with the requirements of the Swimming Pools Act 1992.

**52 UNAUTHORISED WORK**

The Vendor discloses that the following work was completed without Council approval:

(a) Awning

The Purchaser cannot make a claim or requisition or rescind or terminate or delay settlement in respect of the above work. This clause shall not merge on completion.

**53 PROPERTY SOLD SUBJECT TO EXISTING TENANCY**

The Vendor discloses that the Property is sold subject to an existing tenancy. The Purchaser accepts this Property with the current tenant and their current tenancy conditions.

The Purchaser shall not make any requisitions, objection or claim for compensation or delay completion in relation to any matters disclosed herein. This clause shall not merge on completion.

#### 54 COVID19

In the event of an enforced "lockdown" due to the Covid19 virus the parties agree to the following:-

- a. The cooling off period and the completion date will be automatically extended by the period of the lockdown;
- b. The parties agree that they will do everything to work around the lockdown and complete this Contract with as little impact as is possible.

In the event that a party to the Contract contracts the Covid19 virus or in the event that they need to care for an immediate member of the household of the subject property who has contracted the Covid19 virus then settlement shall be due to take place 7 days in which the party affected has been medically cleared by a general practitioner or other medical specialist.

In the event that a party to the Contract is directed into self-isolation or in the event that they need to care for an immediate member of the household of the subject property who has been directed into self-isolation then settlement shall be due to take place on the later of:-

- 21 days from the date that the affected party has been placed and/or directed into self-isolation, or;
- 7 days in which the party affected has been medically cleared by a general practitioner or other medical specialist.

The party seeking the benefit of this clause must provide reasonable documentation to evidence either the direction into self-isolation or diagnosis of the Covid19 virus.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

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

**Requisitions and transfer**

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





FOLIO: 1243/1010882

SEARCH DATE	TIME	EDITION NO	DATE
11/1/2021	10:07 AM	11	18/11/2016

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

LAND

LOT 1243 IN DEPOSITED PLAN 1010882  
AT HARRINGTON PARK  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1010882

FIRST SCHEDULE

(T AG53295)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP843696 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP852594 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1002148 EASEMENT TO DRAIN WATER 1.5 METRES WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1003785 EASEMENT TO DRAIN WATER 1.5 METRES WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1005872 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1006035 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1010882 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1010882 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1010882 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S. 88B INSTRUMENT
- 11 DP1010882 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S. 88B INSTRUMENT
- 12 AK933652 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1243/1010882

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

20210033

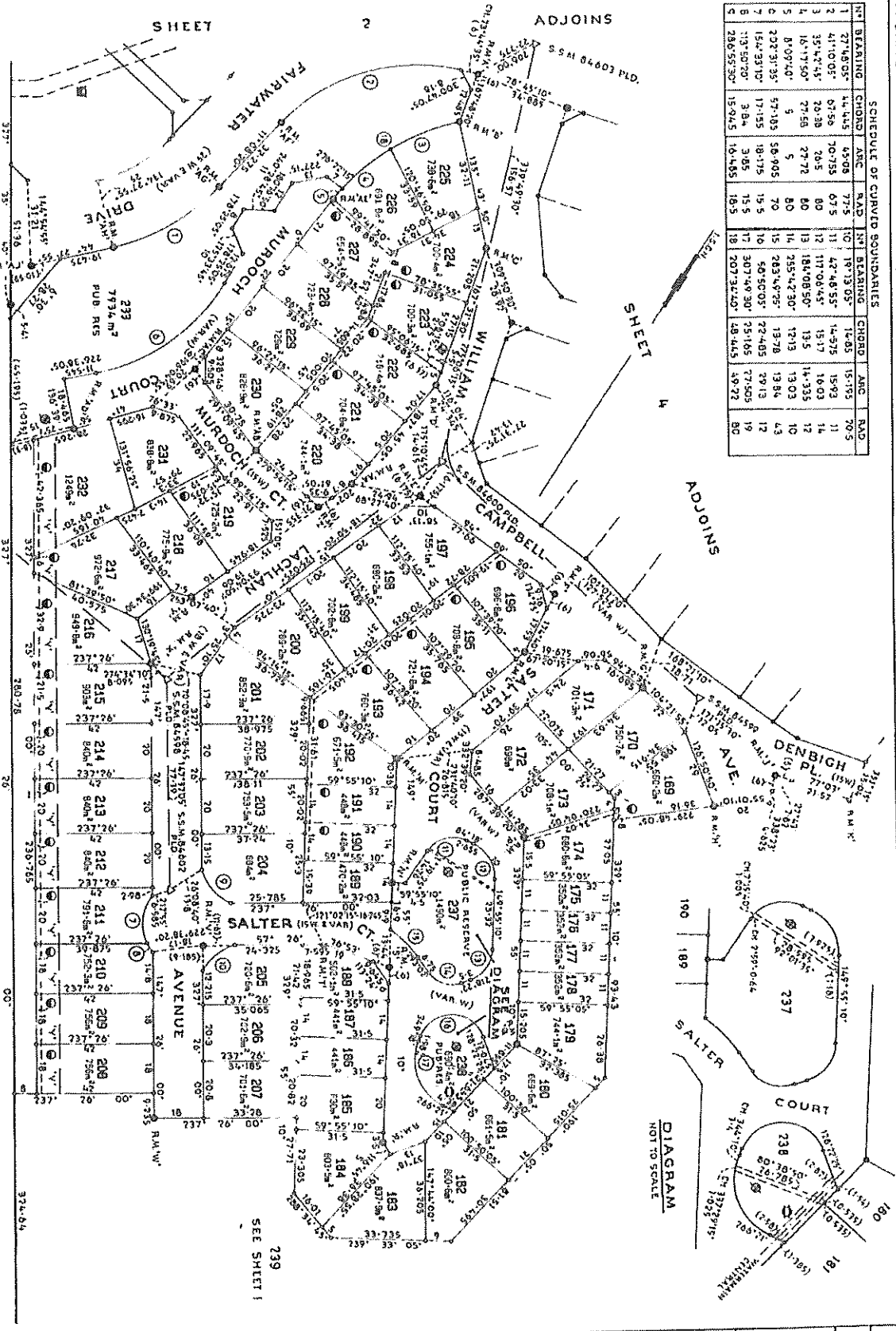
PRINTED ON 11/1/2021

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

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

NO	BEARING	CHORD	ARC	SAD	NO	BEARING	CHORD	ARC	SAD
1	271°48'05"	44.443	65.938	77.5	10	19°13'05"	14.455	15.155	70.5
2	41°10'05"	67.38	70.758	67.5	11	18°13'05"	14.455	15.155	70.5
3	35°42'45"	70.38	70.5	80	12	111°08'45"	15.317	16.03	74
4	16°17'50"	27.658	27.72	80	13	184°08'50"	13.5	14.335	72
5	8°09'40"	5	5	80	14	285°42'30"	12.13	13.03	70
6	228°31'35"	57.185	58.905	70	15	283°49'25"	13.78	13.84	72
7	154°33'10"	17.155	18.175	70	16	50°30'05"	23.485	23.13	12
8	113°59'20"	3.85	3.85	15.5	17	307°49'30"	23.165	23.505	19
9	236°55'30"	15.045	16.455	18.5	18	207°32'40"	48.445	49.72	80



- ⊙ EASEMENT TO DRAIN WATER 1.5 WIDE
- ⊙ EASEMENT FOR UNDERGROUND MAINS 1 WIDE
- ⊙ EASEMENT FOR SEWERAGE PURPOSES 1 WIDE (SEE SMT. 2 FOR DETAIL)
- ⊙ EASEMENT FOR WATER SUPPLY WORKS 2.5 WIDE
- ⊙ RESTRICTION ON USE & POSITIVE COVENANT 8 WIDE

NO	BEARING	CHORD	ARC	SAD	NO	BEARING	CHORD	ARC	SAD
A	258°55'10"	4.10	4.10	271°48'05"	M	231°40'10"	14.88	15.70	43.5
B	230°37'50"	10.63	10.63	41°10'05"	N	329°55'10"	10.57	10.57	77.5
C	309°50'30"	13.52	13.52	35°42'45"	O	15°17'30"	10.95	11.37	47.0
D	204°04'04"	3.50	3.50	16°17'50"	P	94°17'30"	15.95	16.54	47.0
E	68°29'40"	5.32	5.32	8°09'40"	Q	191°38'10"	15.95	16.54	47.0
F	301°02'45"	18.95	18.95	228°31'35"	R	149°59'10"	14.65	15.07	43.5
G	168°21'00"	4.98	4.98	154°33'10"	S	123°07'05"	6.71	6.71	110.0
H	210°17'45"	5.97	5.97	113°59'20"	T	110°51'50"	6.71	6.71	110.0
I	138°17'45"	4.40	4.40	236°55'30"	V	250°08'45"	9.19	9.19	134.2
J	138°17'45"	5.02	5.02		X	250°08'45"	7.89	7.89	114.5
K	138°17'45"	5.02	5.02		Y	273°04'50"	7.24	7.24	114.5
L	247°20'15"	6.41	6.41		Z	273°04'50"	14.4	14.4	54.35

REFERENCE MARKS CHILLHOLES & WINGS IN KERB

Plan Drawing only to appear in this space

Office Use Only

DP 843696

Registered 11/10/1994

Final Plan 6 AUGUST 1994

Survey Registered Under Survey Act 1979

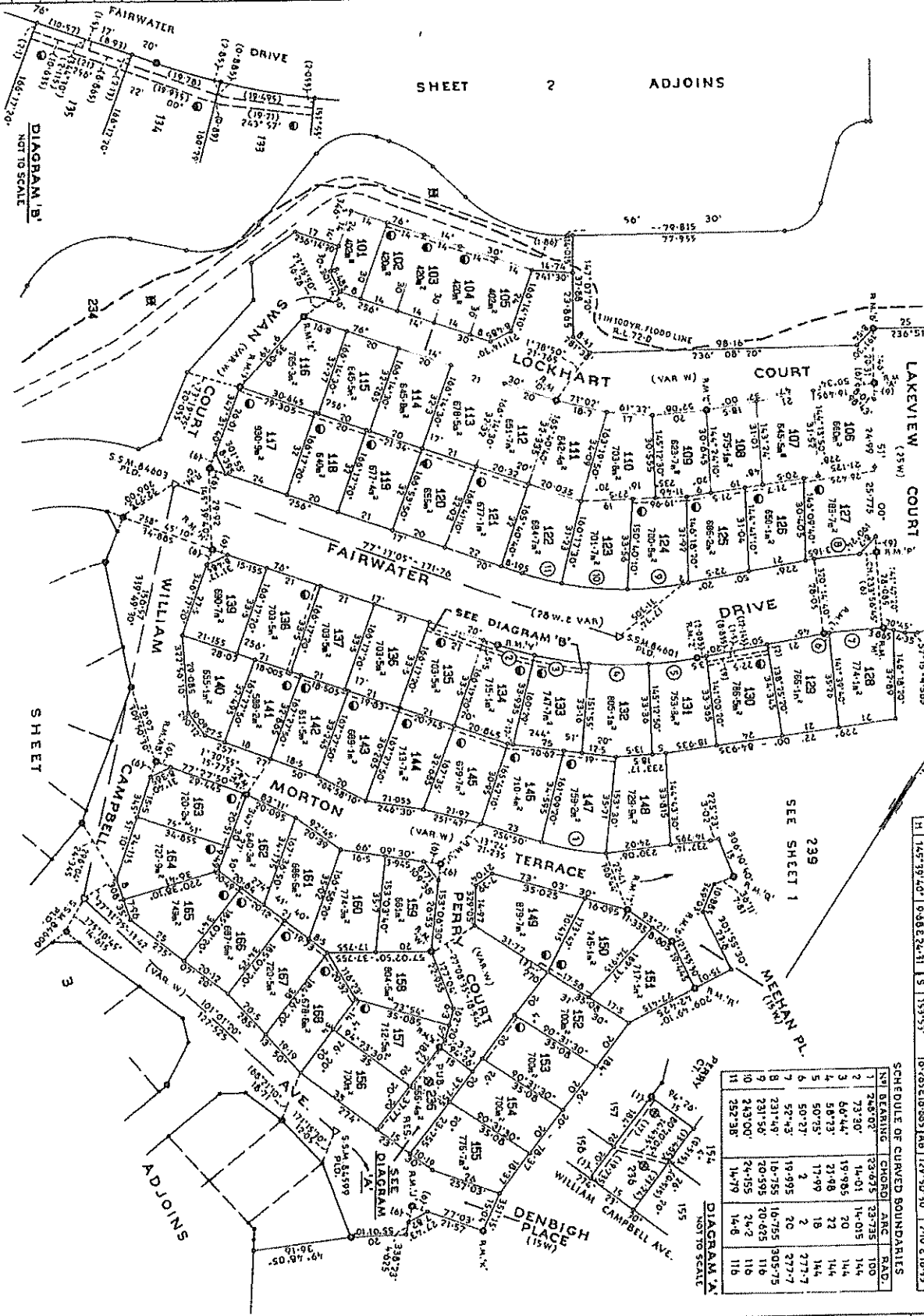
Plan of Subdivision of Lot 129

Project No. 1000

Scale 1:1000

- ⊙ EASEMENT TO DRAIN WATER 1:5 WIDE
- ⊙ EASEMENT FOR UNDERGROUND MAINS 1 WIDE
- ⊙ EASEMENT FOR SEWERAGE PURPOSES 6 WIDE (SEE SMT 2 FOR DETAIL)

SEE SHEET 1  
239



NO	BEARING	DIST	NO	BEARING	DIST	NO	BEARING	DIST
A	146°31'	5.77 E 117.4	J	107°17.45'	4.40 E 161.15	T	227°10.45'	9.28 E 18.07
B	135°41'	8.47 E 14.54	K	138°28.70'	5.02 E 11.95	V	128°40.15'	4.45 E 13.89
C	137°32'	7.37 E 20.65	L	140°14.70'	6.75 E 17.95	W	207°08.35'	6.02 E 13.59
D	181°28.50'	8.33 E 14.45	M	141°47.20'	5.35 E 35.55	X	188°17'	25.18
E	217°09.55'	10.25 W 14.2	N	151°42.20'	9.65 E 19.25	Y	146°37.30'	19.24
F	45°37.80'	20.16 S 17.31	O	321°42.70'	2.63 E 22.49	Z	174°17.20'	9.75 E 18.05
G	73°10.50'	5.61 E 20.74	P	82°05.10'	4.59 E 16.57	1	136°50.20'	9.60 E 18.06
H	145°39.40'	9.68 E 24.31	Q	209°40.10'	6.22 E 10.55	2	181°30.55'	5.19 E 11.25
			R	299°40.10'	1.53 S 15.57	3	127°50.30'	2.10 E 18.75

SCHEDULE OF CURVED BOUNDARIES

NO	BEARING	CHORD	ARC	RAD.
1	248°02'	23.673	23.735	100
2	73°30'	14.01	14.015	144
3	66°44'	19.985	20	144
4	58°73'	21.98	22	144
5	50°75'	17.99	18	144
6	50°21'	1	2	277.7
7	52°43'	19.495	20	277.7
8	231°49'	18.755	18.755	305.75
9	231°58'	20.585	20.625	116
10	243°00'	24.155	24.2	116
11	252°38'	14.79	14.6	116

plan Drawing only to appear in this space

Reduction Ratio: 1:1000  
 Scale: 94.051

Registered DP 843696  
 18/11/1994  
 Registered 18/11/1994  
 5 AUGUST 1994  
 [Signature]

SIGNATURE AND MAIN PLAN

- 7. RESTRICTION ON USE & WIDE
- 8. RESTRICTION ON USE
- 9. RESTRICTION ON USE
- 10. RESTRICTION ON USE
- 11. RESTRICTION ON USE

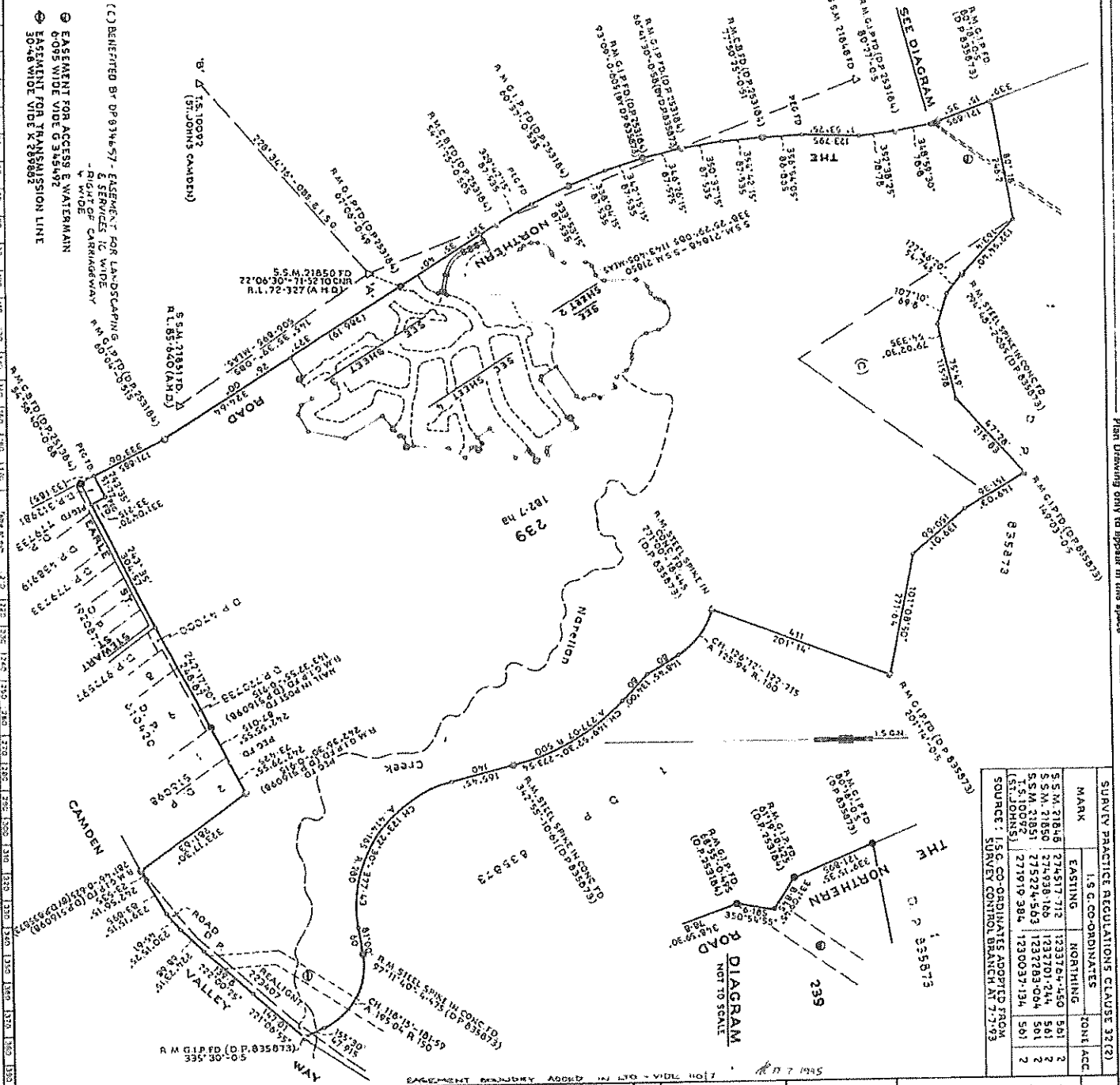
(CONTINUED)

Crown Lands Office Approval  
 Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_

ORIGINAL MATERIAL/AGRICULTURE PLANS

CONTRIBUTOR'S STATEMENT 94051  
 I hereby certify that the information contained in this plan is true and correct to the best of my knowledge and belief and that I am not aware of any facts or circumstances which would render the information false or misleading.

Plan Drawing only to appear in this space



SURVEY PRACTICE REGULATIONS CLAUSE 33(2)				
MARK	EASTING	NORTHING	ZONE	ACC.
S.S.M. 21846	274577.712	1233726.450	561	2
S.S.M. 21850	274938.166	1232701.244	561	2
S.S.M. 21851	275224.503	1232283.064	561	2
S.S.M. 21852	271979.384	1230037.134	561	2

SOURCE: SURVEY CONTROL BRANCH AT 7.7.79

**OFFICE USE ONLY**  
**DP 843696**  
 27/10/1994  
 CANAD 64/94 OF 7-10 - 1994  
 TORRENS  
 SUBDIVISION  
 Plan No U 7390 - L.M. 5' 0" x 7' 6" B  
 Last Plan D P 835873

**PLAN OF SUBDIVISION OF LOT 2 IN D.P. 835873**

L.G.A. CAMDEN  
 Locality: HARRINGTON PARK  
 Parish: NARBELAN  
 County: CUMBERLAND

This is sheet 1 of my plan in 4 sheets  
 (Identified as indicated)

MICHAEL JOHN GONDON  
 P.O. BOX 59 CAMPBELLTOWN 2350  
 6 AUGUST 1994

Part used for registration of the subdivision:  
 D.P. 835873, D.P. 835874, D.P. 835875, D.P. 835876, D.P. 835877, D.P. 835878, D.P. 835879, D.P. 835880, D.P. 835881, D.P. 835882, D.P. 835883, D.P. 835884, D.P. 835885, D.P. 835886, D.P. 835887, D.P. 835888, D.P. 835889, D.P. 835890, D.P. 835891, D.P. 835892, D.P. 835893, D.P. 835894, D.P. 835895, D.P. 835896, D.P. 835897, D.P. 835898, D.P. 835899, D.P. 835900, D.P. 835901, D.P. 835902, D.P. 835903, D.P. 835904, D.P. 835905, D.P. 835906, D.P. 835907, D.P. 835908, D.P. 835909, D.P. 835910, D.P. 835911, D.P. 835912, D.P. 835913, D.P. 835914, D.P. 835915, D.P. 835916, D.P. 835917, D.P. 835918, D.P. 835919, D.P. 835920, D.P. 835921, D.P. 835922, D.P. 835923, D.P. 835924, D.P. 835925, D.P. 835926, D.P. 835927, D.P. 835928, D.P. 835929, D.P. 835930, D.P. 835931, D.P. 835932, D.P. 835933, D.P. 835934, D.P. 835935, D.P. 835936, D.P. 835937, D.P. 835938, D.P. 835939, D.P. 835940, D.P. 835941, D.P. 835942, D.P. 835943, D.P. 835944, D.P. 835945, D.P. 835946, D.P. 835947, D.P. 835948, D.P. 835949, D.P. 835950, D.P. 835951, D.P. 835952, D.P. 835953, D.P. 835954, D.P. 835955, D.P. 835956, D.P. 835957, D.P. 835958, D.P. 835959, D.P. 835960, D.P. 835961, D.P. 835962, D.P. 835963, D.P. 835964, D.P. 835965, D.P. 835966, D.P. 835967, D.P. 835968, D.P. 835969, D.P. 835970, D.P. 835971, D.P. 835972, D.P. 835973, D.P. 835974, D.P. 835975, D.P. 835976, D.P. 835977, D.P. 835978, D.P. 835979, D.P. 835980, D.P. 835981, D.P. 835982, D.P. 835983, D.P. 835984, D.P. 835985, D.P. 835986, D.P. 835987, D.P. 835988, D.P. 835989, D.P. 835990, D.P. 835991, D.P. 835992, D.P. 835993, D.P. 835994, D.P. 835995, D.P. 835996, D.P. 835997, D.P. 835998, D.P. 835999, D.P. 836000.

PLEASE NOTE: FOR THE PURPOSES OF THE SUBDIVISION ACT, THIS PLAN IS A PUBLIC DOCUMENT AND IS AVAILABLE FOR INSPECTION BY THE PUBLIC AT THE OFFICE OF THE REGISTRAR OF DEEDS AND MORTGAGES, 100 RIVER STREET, CAMDEN, SA 5201. THE REGISTRAR'S OFFICE IS OPEN FROM 9.00 AM TO 5.00 PM MONDAY TO FRIDAY.

PURSUANT TO SECTION 88B OF THE SUBDIVISION ACT, THIS PLAN IS INTENDED TO CREATE:  
 1. EASEMENT TO DRAIN WATER  
 2. EASEMENT FOR ELECTRICITY  
 3. EASEMENT FOR UNDERGROUND MAINS 1 WIDE  
 4. EASEMENT FOR SEWERAGE  
 5. POSITIVE COVENANT 8 WIDE  
 6. POSITIVE COVENANT 8 WIDE

(CONTINUED)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

PLAN FORM 3

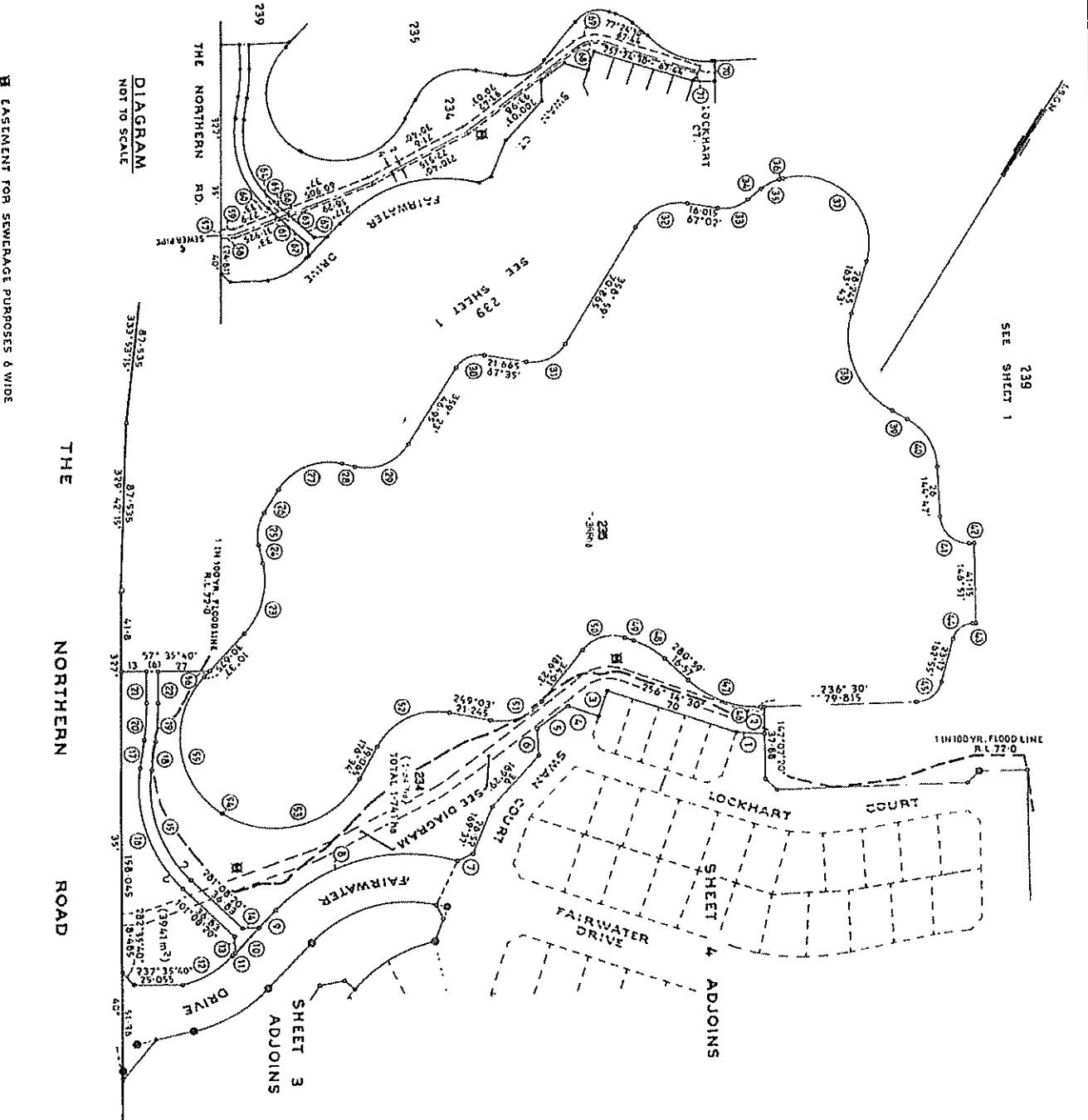
To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY

SCHEDULE OF CLEANED & SHORT ROUNDANIES

NO	BEARING	DIST	ARC	RAD.
1	241°30'	14.72	-	-
2	147°07'30"	14.015	-	-
3	126°14'30"	14	-	-
4	256°14'30"	17	-	-
5	207°07'	20	-	-
6	164°15'	14	-	-
7	212°44'	8.76	-	-
8	227°49'	97.14	102.27	92.5
9	191°08'20"	18	-	-
10	191°08'20"	18	-	-
11	191°08'20"	1.81	-	-
12	207°48'	30.11	30.535	52.5
13	146°08'20"	8.445	-	-
14	236°08'20"	8.445	-	-
15	308°24'	61.375	63.755	72
16	128°24'	65.675	69.465	79
17	155°40'	15.065	-	-
18	339°40'	15.065	-	-
19	331°38'	20.11	20.13	14.3
20	151°38'	19.27	19.285	137
21	147°35'40"	16.63	-	-
22	327°35'40"	16.63	-	-
23	342°52'	37.235	38.735	40
24	315°06'	9.685	-	-
25	337°12'	17.285	17.72	23
26	359°17'	13.975	-	-
27	35°12'	35.915	37.435	30
28	71°09'	7.095	-	-
29	35°18'	30.415	32.965	20
30	33°29'	16.095	16.065	14
31	33°17'	27.54	23.945	20
32	39°01'	26.1	30.885	26
33	42°55'	16.93	16.045	20
34	18°47'	8.905	-	-
35	30°56'	10.545	10.92	25
36	43°06'	2.015	-	-
37	103°26'	60.8	73.605	35
38	125°52'	55.225	59.46	45
39	88°01'	9.235	-	-
40	116°24'	29.49	30.71	31
41	100°49'	20.875	23.02	15
42	5°51'	2.6	-	-
43	236°51'	1.645	-	-
44	199°53'	13.23	14.195	11
45	189°42'	16.77	17.98	14
46	236°96'	1.86	-	-
47	236°96'	4.015	4.114	53
48	236°96'	18.45	18.585	44
49	236°46'	4.955	-	-
50	221°35'	23.055	24.57	20
51	217°43'	28.08	29.73	27
52	212°43'	41.38	44.275	35
53	223°25'	79.955	81.785	50
54	270°16'	0.29	-	-
55	330°26'	72.19	83.31	47
56	101°37'	4.255	-	-
57	327°35'40"	8	-	-
58	237°18'	10.285	-	-
59	57°18'	9.705	-	-
60	101°08'20"	9.98	-	-
61	101°08'20"	6.7	-	-
62	101°08'20"	24.75	-	-
63	217°33'	0.7	-	-
64	37°33'	6.7	-	-
65	261°08'20"	8.36	-	-
66	261°08'20"	6.7	-	-
67	261°08'20"	21.77	-	-
68	228°43'40"	17.3	18.92	18
69	48°43'40"	23.935	24.03	24
70	187°24'30"	0	-	-
71	187°47'40"	5.83	-	-



Plan Drawing only to appear in this space

Surveyors Reference 94051

DP 843696  
 Registered 17 10 1994  
 8 AUGUST 1994  
 Surveyors Reference 94051  
 Production Date 1500  
 For use only after it has been printed on this form

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

Lengths are in metres

(Sheet 1 of 10 Sheets)

PART 1

PLAN **DP 843696**

Plan of subdivision of Lot 2 in  
 Deposited Plan 835873

Full name and address of  
 Proprietor of the land

Dandaloo Pty Limited  
 C/- KPMG Peat Marwick  
 45 Clarence Street  
 SYDNEY NSW 2000

1. Identity of easement firstly referred  
 to in abovementioned plan

Easement to drain water 1.5 wide

Schedule of lots etc. affected

Lots burdened

Lots benefited

102  
 103  
 104  
 117  
 118  
 119  
 120  
 121  
 124  
 125  
 126  
 127  
 130  
 133  
 134  
 135  
 138  
 141  
 142  
 143  
 144  
 145  
 146  
 147  
 149  
 150  
 153  
 157  
 163  
 164  
 165  
 166  
 167  
 168  
 169  
 174  
 190  
 191  
 192  
 193  
 194  
 195  
 196  
 208

101  
 101, 102, 104, 105  
 105  
 118 - 122 inclusive  
 119 - 122 inclusive  
 120 - 122 inclusive  
 121 - 122 inclusive  
 122  
 123  
 123, 124  
 123 - 125 inclusive  
 123 - 126 inclusive  
 129, 131  
 132  
 132, 133  
 132 - 136 inclusive  
 137, 141 - 148 inclusive  
 142 - 148 inclusive  
 143 - 148 inclusive  
 144 - 148 inclusive  
 145 - 148 inclusive  
 146 - 148 inclusive  
 147 - 148 inclusive  
 148  
 150, 151  
 151  
 154  
 156  
 156, 157, 158, 164 - 168 inclusive  
 156, 157, 158, 165 - 168 inclusive  
 156, 157, 158, 166 - 168 inclusive  
 156, 157, 158, 167, 168  
 156, 157, 158, 168  
 156, 157, 158  
 239  
 169, 239  
 189  
 189, 190  
 189 - 191 inclusive  
 189 - 192 inclusive  
 189 - 193 inclusive  
 189 - 194 inclusive  
 189 - 195 inclusive  
 239

Signed for and on behalf of  
 DANDALOO PTY LIMITED  
 by its Attorney ANTHONY CHRISTOPHER RUMORE  
 of the firm of Messrs RUMORE & CO  
 401, Macquarie Street Sydney as Book  
 401, No 223 under which this document is  
 executed.




Anna Fawcett  
 Anna Fawcett

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

Lengths are in metres

(Sheet 2 of 10 Sheets)

PART 1

PLAN **DP 843696**

Plan of subdivision of Lot 2 in  
 Deposited Plan 835873

Schedule of lots etc. affected

<u>Lots burdened</u>	<u>Lots benefited</u>
209	208, 239
210	208, 209, 239
211	208 - 210 inclusive, 239
212	208 - 211 inclusive, 239
213	208 - 212 inclusive, 239
214	208 - 213 inclusive, 239
215	208 - 214 inclusive, 239
216	208 - 215 inclusive, 239
217	208 - 216 inclusive, 239
219	218
221	220
222	220, 221
223	220 - 222 inclusive
224	220 - 223 inclusive
227	220 - 224 inclusive
232	208 - 217 inclusive, 239

2. Identity of easement secondly referred to in abovementioned plan Easement for Electricity Purposes 2.75 wide

Schedule of lots etc. affected

<u>Lots burdened</u>	<u>Name of Authority benefited</u>
223	Prospect Electricity

3. Identity of easement thirdly referred to in abovementioned plan Easement for Underground Mains 1 wide

Schedule of lots etc. affected

<u>Lots burdened</u>	<u>Name of Authority benefited</u>
233, 236-238 inclusive	Prospect Electricity

4. Identity of easement fourthly referred to in abovementioned plan Easement for Sewerage Purposes 6 wide

Schedule of lots etc. affected

<u>Lot burdened</u>	<u>Name of Authority benefited</u>
234, 239	Water Board (hereinafter also called "the Board" which expression where herein used shall be deemed to include the successors and assigns of the Board.)

5. Identity of easement fifthly referred to in abovementioned plan Easement for Water Supply Works 2.5 wide

Schedule of lots etc. affected

<u>Lots burdened</u>	<u>Name of Authority benefited</u>
<del>209</del> , 238	Water Board

*M. Moore*

*Lee J. Thomas*  
*Lee J. Thomas*

Anura Fairfax  
 Anura Fairfax



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

Lengths are in metres

(Sheet 3 of 10 Sheets)

PART 1

PLAN **DP 843696**

Plan of subdivision of Lot 2 in  
Deposited Plan 834873

6. Identity of positive covenant sixthly referred  
to in abovementioned plan

Positive Covenant 8 wide

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

208 - 217 inclusive & 232

Camden Council

7. Identity of restriction seventhly referred  
to in abovementioned plan

Restriction on use 8 wide

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

208 - 217 inclusive & 232

Camden Council

8. Identity of restriction eighthly referred  
to in abovementioned plan

Restriction on use

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

117, 118, 120 - 139 inclusive  
156, 163, 165, 167, 168, 169, 170, 181, 191,  
192, 196, 198, 199, 212, 223, 224

Camden Council

9. Identity of restriction ninthly referred  
to in abovementioned plan

Restriction on use

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

101 - 105 inclusive  
111 - 116 inclusive  
152 - 154 inclusive  
157 - 158 inclusive  
178 - 187 inclusive  
189 - 192 inclusive  
216 - 217 inclusive  
226 - 228 inclusive  
231 - 232 inclusive

Camden Council

10. Identity of restriction tenthly referred  
to in abovementioned plan

Restriction on use

Schedule of lots etc. affected

Lots burdened

Lots benefited

each Lot except Lots 117 - 139  
and Lots 233 - 239

every other Lot except Lots 117 - 139  
and Lots 233 - 239

Lee Thomas  
Lee Thomas

Anna Fairfax  
Anna Fairfax

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

Lengths are in metres

(Sheet 4 of 10 Sheets)

PART 1

PLAN **DP 843696**

Plan of subdivision of Lot 2 in  
Deposited Plan 834873

11. Identity of restriction eleventhly referred  
to in abovementioned plan

Restriction on use

Schedule of lots etc. affected

Lots burdened

Lots 117 - 139

Lots benefited

every other Lot except Lots 101 - 116  
and Lots 140 - 239

PART 2

2. Terms of easement secondly referred to in abovementioned plan

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

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

PROSPECT ELECTRICITY

3. Terms of easement thirdly referred to in abovementioned plan

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

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

PROSPECT ELECTRICITY



Anna Fairfax

Anna Fairfax

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

Lengths are in metres

(Sheet 5 of 10 Sheets)

PART 2

PLAN **DP 843696**

Plan of subdivision of Lot 2 in  
Deposited Plan 834873

4. Terms of easement for Sewerage Purposes 6 wide fourthly referred to in abovementioned plan

An easement for Sewerage Purposes in the terms set out in Memorandum X342179 filed in the Land Titles Office. For the purposes of this Instrument, references within Memorandum X342179 to the "Transferee", shall be taken to be references to the Authority hereby benefited and references to the "Transferor", shall be taken to be references to the Registered Proprietor from time to time of the land burdened, AND references to "the said land" shall be taken as references to the site of the subject easement hereby created, AND FURTHER the use of the word "transferred" in that Memorandum, shall mean the easement or rights granted or transferred herein, from the Registered Proprietor of the land burdened to the Authority hereby benefited.

NAME OF AUTHORITY empowered to release, vary or modify the easement fourthly referred to in the abovementioned plan.

WATER BOARD

5. Terms of easement for Water Supply Works 2.5 wide fifthly referred to in abovementioned plan

An easement for Water Supply Works in the terms set out in Memorandum X342178 filed in the Land Titles Office. For the purposes of this Instrument, references within Memorandum X342178 to the "Transferee" shall be taken to be references to the Authority hereby benefited, references to the "Transferor" shall be taken to be references to the Registered Proprietor from time to time of the land burdened, AND references to "the said land" shall be taken as references to the site of the subject easement hereby created, AND FURTHER the use of the word "transferred" in the Memorandum, shall mean the easement or rights granted or transferred herein, from the Registered Proprietor of the land burdened to the Authority hereby benefited.

NAME OF AUTHORITY empowered to release vary or modify the easement fifthly referred to in abovementioned plan:

WATER BOARD

6. Terms of positive covenant sixthly referred to in abovementioned plan

- (1) The owner(s) or their assigns shall maintain the acoustic barrier in good order at all times.
- (11) Where the acoustic barrier is not maintained to the satisfaction of Camden Council, Council has the right to enter upon the land and carry out the necessary works at the full cost of the owner(s).

NAME OF AUTHORITY whose consent is required to release vary or modify the positive covenant sixthly referred to in abovementioned plan

CAMDEN COUNCIL

7. Terms of restriction seventhly referred to in abovementioned plan

No person shall alter, remove or destroy any soil, planting or any part of the fence which forms part of the acoustic barrier without the prior approval of Camden Council

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

CAMDEN COUNCIL

8. Terms of restriction eighthly referred to in abovementioned plan

The present or any subsequent proprietor of the lots hereby burdened shall not create vehicle access from the indented parking bay adjacent.

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

CAMDEN COUNCIL

Anna Fairfax

Anna Fairfax

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

Lengths are in metres

(Sheet 6 of 10 Sheets)

PART 2

PLAN **DP 843696**

Plan of subdivision of Lot 2 in  
Deposited Plan 834873

9. Terms of restriction ninthly referred to in abovementioned plan

The mobile garbage bin (MGB) associated with residential development on the specified allotments shall be placed on the appropriate MGB collection pad adjacent to lots 101, 105, 111, 116, 149, 158, 178, 188, 192, 217, 228, 231 237, and 238, for garbage removal by Council and shall be removed as soon as possible thereafter.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction ninthly referred to in abovementioned plan  
CAMDEN COUNCIL

10. Terms of restriction tenthly referred to in abovementioned plan

- (1) No building shall be erected or permitted to remain on any lot burdened other than a building constructed having external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or fibre cement PROVIDED THAT the proportion of stone and/or concrete and/or glass shall not be more than twenty-five percent (25%) of the total area of the external walls. Timber shall not be used except in conjunction with the abovementioned materials and the proportion of timber shall not exceed ten percent (10%) of the total area of the external walls. Fibre cement shall not be used in external walls of such building except in gable ends and, in the case of a two-storey building, except in the walls of the upper storey where the proportion of fibre cement shall not exceed fifty percent (50%) of the total area of the external walls of the upper storey.
- (2) (a) No main building shall be erected or permitted to remain on any lot burdened having an area greater than nine hundred square metres (900m<sup>2</sup>) unless such main building has a minimum floor area greater than one hundred and eighty square metres (180m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.  
(b) No main building shall be erected or permitted to remain on any lot burdened having an area less than nine hundred square metres (900m<sup>2</sup>) but greater than six hundred square metres (600m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and fifty square metres (150m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.  
(c) No main building shall be erected or permitted to remain on any lot burdened having an area less than six hundred square metres (600m<sup>2</sup>) but greater than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and twenty square metres (120m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.  
(d) No main building shall be erected or permitted to remain on any lot burdened having an area less than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred square metres (100m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (3) No dual occupancies shall be erected on any lot burdened without prior consent of Dandaloo Pty Limited ("Dandaloo").
- (4) No main building shall be erected without at least an enclosed single car garage or carport (with front tilt or roller door), with the same not being constructed of materials other than those being the same as the building materials used in the main dwelling.
- (5) No main building shall be erected or permitted to remain on any lot burdened except where it is constructed with a roof consisting of tile (cement or clay), slate, terracotta, colourbond material (in a colour approved by Dandaloo) or shingle material.
- (6) No building shall be erected or permitted to remain on any lot burdened except where it is constructed of new materials unless otherwise approved by Dandaloo.
- (7) No existing dwelling house erected on any other land shall be placed, re-erected, re-constructed or permitted to remain on any lot burdened.

Anna Fairfax  
Anna Fairfax

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

Lengths are in metres

(Sheet 7 of 10 Sheets)

PART 2

PLAN **DP 843696** Plan of subdivision of Lot 2 in  
Deposited Plan 834873

- (8) No structure of a temporary character, basement, tent, shack, garage, trailer, campervan or caravan shall be used at any time as a dwelling or residence on any lot burdened.
- (9) No commercial activity shall be conducted or carried out on any lot burdened without the prior approval of Dandaloo and of Camden Council.
- (10) (a) No fencing shall be erected or permitted to remain on any lot burdened unless it shall be 1.8 metres in height and unless it shall be constructed of lapped and capped type paling fence material, brushwood, stone, brick or colourbond material (in such colour as is approved by Dandaloo).
- (b) No fence shall be erected or be permitted to remain erected between the front boundary of each allotment hereby burdened and the building line for each such allotment as fixed by Camden Council unless prior approval in writing of Dandaloo has first been obtained.
- (c) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Dandaloo without the consent of Dandaloo or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to Dandaloo or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser, his executors or administrators and assigns only during ownership of the said adjoining lands by Dandaloo other than purchasers on sale.
- (11) No building shall be erected or made on, in or over the lot hereby burdened or any part hereof unless plans, elevations and a schedule of materials sufficient to fully outline, detail and particularise the building or structure have received the prior written approval of Dandaloo.
- (12) No external advertisement sign, hoarding (except those required by law to be erected) or "for sale" sign shall be erected, constructed or displayed without the prior written approval of Dandaloo.
- (13) No main building or dwelling erected upon any lot hereby burdened shall be used for the purpose of an exhibition or display home or "open house" without the prior written consent of Dandaloo and no such main building or dwelling shall be used for any such purpose with the consent of Dandaloo unless such use is in accordance with the conditions, restrictions and terms imposed by Dandaloo as a condition of such written consent having been granted.
- (14) No trucks or commercial vehicles over three (3) tonnes shall be kept on any lot burdened or parked on a regular basis on any lot burdened. No unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any lot hereby burdened closer to the street adjoining such lot than the house building line as fixed by Camden Council.
- (15) No satellite dish or other electronic signal receiving device other than a T.V. antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to Dandaloo and Dandaloo has given its written consent to the construction of such satellite dish or electronic signal receiving device.
- (16) The terms of all of the covenants hereby created shall expire and be of no further force and effect from the date expiring ten (10) years after the date of registration of the deposited plan pursuant to which these covenants are created.
- (17) In respect of any of the covenants where the consent of Dandaloo is required, such consent can be given by any person or corporation nominated or appointed by Dandaloo for such purpose or any attorney of Dandaloo having power in that regard.

Anna Fairfax

Anna Fairfax

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

Lengths are in metres

(Sheet 8 of 10 Sheets)

PART 2

PLAN D.P. 843696

Plan of subdivision of Lot 2 in  
Deposited Plan 834873

- (18) Should the terms of any covenant hereby created or any part thereof be found to be invalid or unenforceable, then the same shall be severed and such invalidity or unenforceability shall not affect the terms of any of the other covenants hereby created or any parts thereof which are valid and enforceable.

Person having power to release vary or modify the restriction tenthly referred to in abovementioned plan.

DANDALOO PTY LIMITED

11. Terms of restriction eleventhly referred to in abovementioned plan

- (1) No building shall be erected or permitted to remain on any lot burdened other than a building constructed having external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or fibre cement PROVIDED THAT the proportion of stone and/or concrete and/or glass shall not be more than twenty-five percent (25%) of the total area of the external walls. Timber shall not be used except in conjunction with the abovementioned materials and the proportion of timber shall not exceed ten percent (10%) of the total area of the external walls. Fibre cement shall not be used in external walls of such building except in gable ends and, in the case of a two-storey building, except in the walls of the upper storey where the proportion of fibre cement shall not exceed fifty percent (50%) of the total area of the external walls of the upper storey.
- (2) (a) No main building shall be erected or permitted to remain on any lot burdened having an area greater than nine hundred square metres (900m<sup>2</sup>) unless such main building has a minimum floor area greater than one hundred and eighty square metres (180m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (b) No main building shall be erected or permitted to remain on any lot burdened having an area less than nine hundred square metres (900m<sup>2</sup>) but greater than six hundred square metres (600m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and fifty square metres (150m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (c) No main building shall be erected or permitted to remain on any lot burdened having an area less than six hundred square metres (600m<sup>2</sup>) but greater than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and twenty square metres (120m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (d) No main building shall be erected or permitted to remain on any lot burdened having an area less than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred square metres (100m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (3) No dual occupancies shall be erected on any lot burdened without prior consent of Dandaloo Pty Limited ("Dandaloo").
- (4) No main building shall be erected without at least an enclosed single car garage or carport (with front tilt or roller door), with the same not being constructed of materials other than those being the same as the building materials used in the main dwelling.
- (5) No main building shall be erected or permitted to remain on any lot burdened except where it is constructed with a roof consisting of tile (cement or clay), slate, terracotta, colourbond material (in a colour approved by Dandaloo) or shingle material.
- (6) No building shall be erected or permitted to remain on any lot burdened except where it is constructed of new materials unless otherwise approved by Dandaloo.
- (7) No existing dwelling house erected on any other land shall be placed, re-erected, re-constructed or permitted to remain on any lot burdened.

Lee Thomas  
Lee Thomas

Anna Fairfax

Anna Fairfax

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

Lengths are in metres

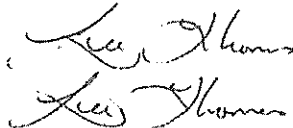
(Sheet 9 of 10 Sheets)

PART 2

PLAN D.P. 843696

Plan of subdivision of Lot 2 in  
Deposited Plan 834873

- (8) No structure of a temporary character, basement, tent, shack, garage, trailer, campervan or caravan shall be used at any time as a dwelling or residence on any lot burdened.
- (9) (a) No fencing shall be erected or permitted to remain on any lot burdened unless it shall be 1.8 metres in height and unless it shall be constructed of lapped and capped type paling fence material, brushwood, stone, brick or colourbond material (in such colour as is approved by Dandaloo).
- (b) No fence shall be erected or be permitted to remain erected between the front boundary of each allotment hereby burdened and the building line for each such allotment as fixed by Camden Council unless prior approval in writing of Dandaloo has first been obtained.
- (c) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Dandaloo without the consent of Dandaloo or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to Dandaloo or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser, his executors or administrators and assigns only during ownership of the said adjoining lands by Dandaloo other than purchasers on sale.
- (10) No building shall be erected or made on, in or over the lot hereby burdened or any part hereof unless plans, elevations and a schedule of materials sufficient to fully outline, detail and particularise the building or structure have received the prior written approval of Dandaloo.
- (11) No external advertisement sign, hoarding (except those required by law to be erected) or "for sale" sign shall be erected, constructed or displayed without the prior written approval of Dandaloo.
- (12) No main building or dwelling erected upon any lot hereby burdened shall be used other than for the purposes of an exhibition or display home and no such main building or dwelling shall be used for any such purpose except in accordance with the conditions, restrictions and terms imposed by Dandaloo from time to time.
- (13) No trucks or commercial vehicles over three (3) tonnes shall be kept on any lot burdened or parked on a regular basis on any lot burdened. No unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any lot hereby burdened closer to the street adjoining such lot than the house building line as fixed by Camden Council.
- (14) No satellite dish or other electronic signal receiving device other than a T.V. antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to Dandaloo and Dandaloo has given its written consent to the construction of such satellite dish or electronic signal receiving device.
- (15) The terms of all of the covenants hereby created (other than covenant 12) shall expire and be of no further force and effect from the date expiring ten (10) years after the date of registration of the deposited plan pursuant to which these covenants are created.
- (16) The terms of covenant 12 shall expire and be of no further force and effect from the date being the earlier of the date of expiry of the development consent issued by Camden Council in relation to the use of any lot hereby burdened for the purposes of an exhibition or display home ("the said development consent") or the date upon which Dandaloo surrenders the said development consent and indicates to Camden Council that the said development consent is no longer required to apply to any lot hereby burdened.
- (17) In respect of any of the covenants where the consent of Dandaloo is required, such consent can be given by any person or corporation nominated or appointed by Dandaloo for such purpose or any attorney of Dandaloo having power in that regard.



Anna Fairfax

Anna Fairfax

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

Lengths are in metres

(Sheet 10 of 10 Sheets)

PART 2

PLAN D.P. 843696

Plan of subdivision of Lot 2 in  
Deposited Plan 834873

- (18) Should the terms of any covenant hereby created or any part thereof be found to be invalid or unenforceable, then the same shall be severed and such invalidity or unenforceability shall not affect the terms of any of the other covenants hereby created or any parts thereof which are valid and enforceable.

Person having power to release vary or modify the restriction eleventhly referred to in abovementioned plan.

DANDALOO PTY LIMITED

*M. Woodrow*



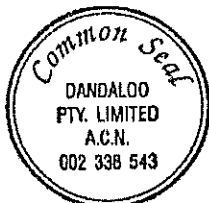
*Anna Fairfax*  
DIRECTOR

*Kevin Thomas*

SECRETARY

Signed for and on behalf of  
~~TAYLOR WOODROW (ESTATES) PTY. LIMITED~~  
A.C.N. 001 780 556/  
TAYLOR WOODROW (AUSTRALIA) PTY. LIMITED  
A.C.N. 000 097 825  
by its Attorney ANTHONY CHRISTOPHER RUMORE  
stating that I have not received any notice of the  
revocation of the Power of Attorney registered in the  
Office of the Registrar General Sydney as Book  
4011, 140 225 under which this document is  
executed.

*A. Rumore*



*Anna Fairfax*  
ANNA FAIRFAX  
DIRECTOR

*Kevin Thomas*

SECRETARY

REGISTERED  17.10.1994

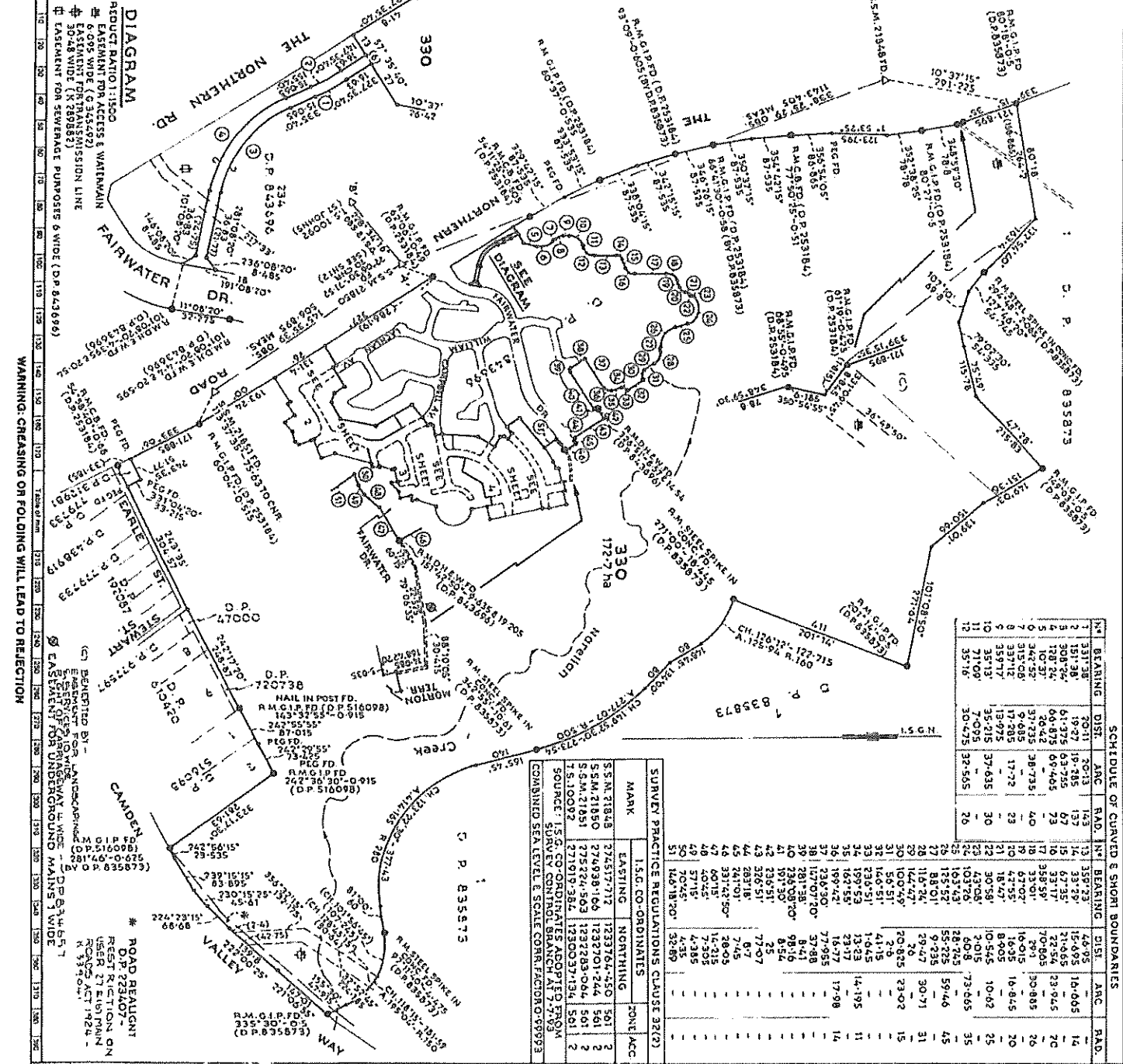


SIGNAL TURE AND SEALS ONLY

Source: [Blank]
This plan and certificate to be attached when the application is only for the subdivision of land and not for the subdivision of a lot or lots in a subdivision. The plan and certificate shall be filed with the Registrar of Deeds and the Registrar of Titles.

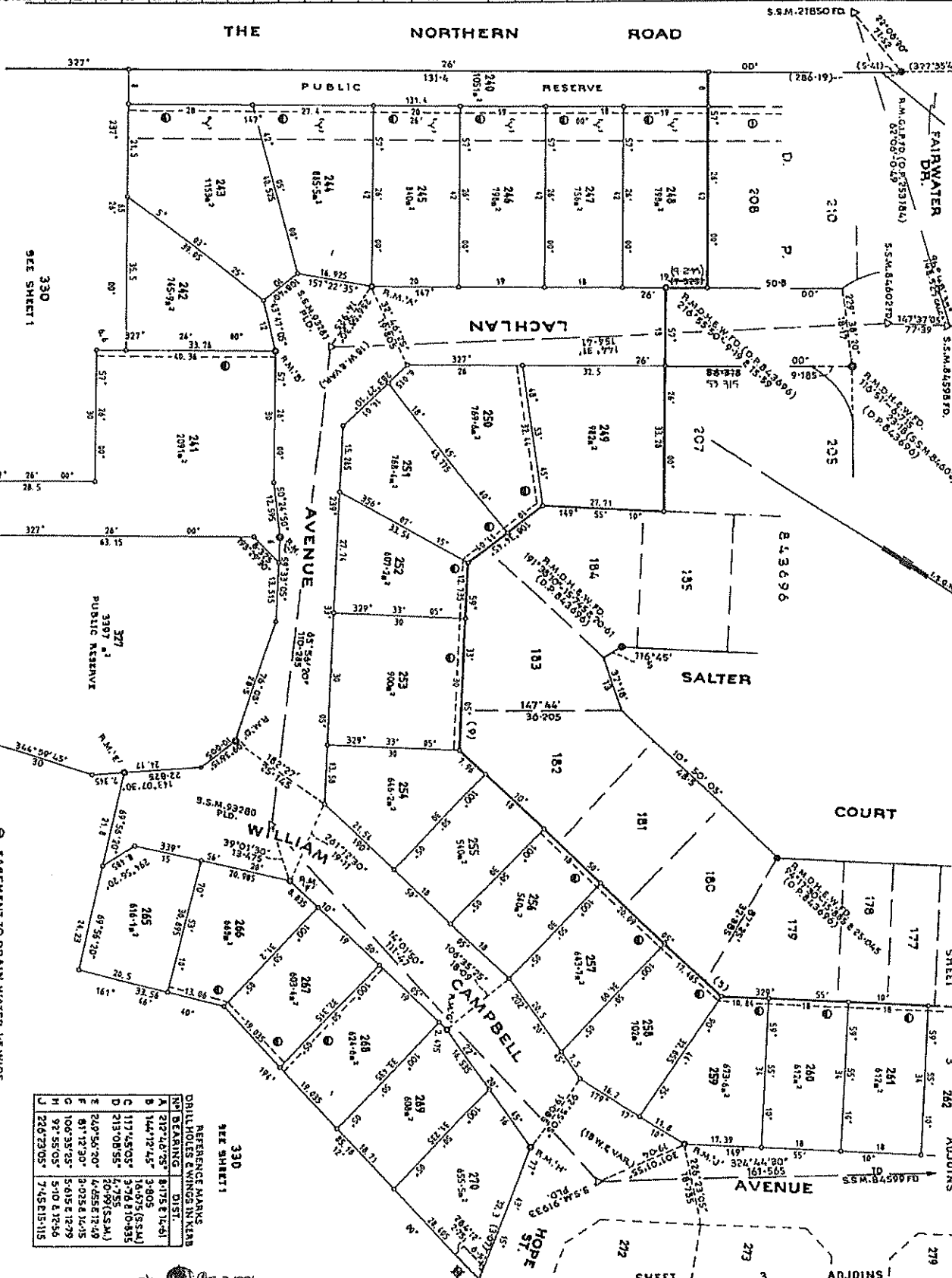
Consent & Certificate
I hereby certify that the plan and certificate to be attached when the application is only for the subdivision of land and not for the subdivision of a lot or lots in a subdivision. The plan and certificate shall be filed with the Registrar of Deeds and the Registrar of Titles.

- 5. EASEMENT FOR WATER SUPPLY
WORKS 3 WIDE
6. POSITIVE COVENANT 8 WIDE
7. RESTRICTION ON THE USE OF LAND 8 WIDE
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
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
14. RESTRICTION ON THE USE OF LAND



SCHEDULE OF CURVED & SHORT BOUNDARIES. Table with columns: N, B, DIST, ARC, RAD, N, B, BEARING, DIST, ARC, RAD.

PLAN AMENDED IN LTO AT SURVEYORS REQUEST 6/9/95
OFFICE USE ONLY
DP 852594
6-9-1995
C.N. 50/05 OF 25.8.1994
TORRENS
SUBDIVISION
D.P. 843696
LGA CAMDEN
LOCALITY HARRINGTON PARK
PARISH NARELLAN
COUNTY CUMBERLAND
MICHAEAL JOHN GORDON
P.O. BOX 25 CAMPBELLTOWN 3560
26 JUNE 1995



SEE SHEET 1

NO	BEARING	DIST.	REFERENCE MARKS
A	212° 42' 25"	8.175 ± 11.61	3-805
B	144° 12' 45"	3-805	18-675 (S.S.M.)
C	117° 45' 05"	3-776 ± 10-835	3-776 ± 10-835
D	215° 08' 55"	12-755	20-991 (S.S.M.)
E	240° 56' 20"	12-658 ± 12-49	12-658 ± 12-49
F	81° 12' 30"	3-075 ± 12-015	3-075 ± 12-015
G	106° 35' 25"	5-615 ± 12-79	5-615 ± 12-79
H	92° 55' 05"	5-10 ± 12-56	5-10 ± 12-56
J	226° 23' 05"	7-45 ± 11-115	7-45 ± 11-115

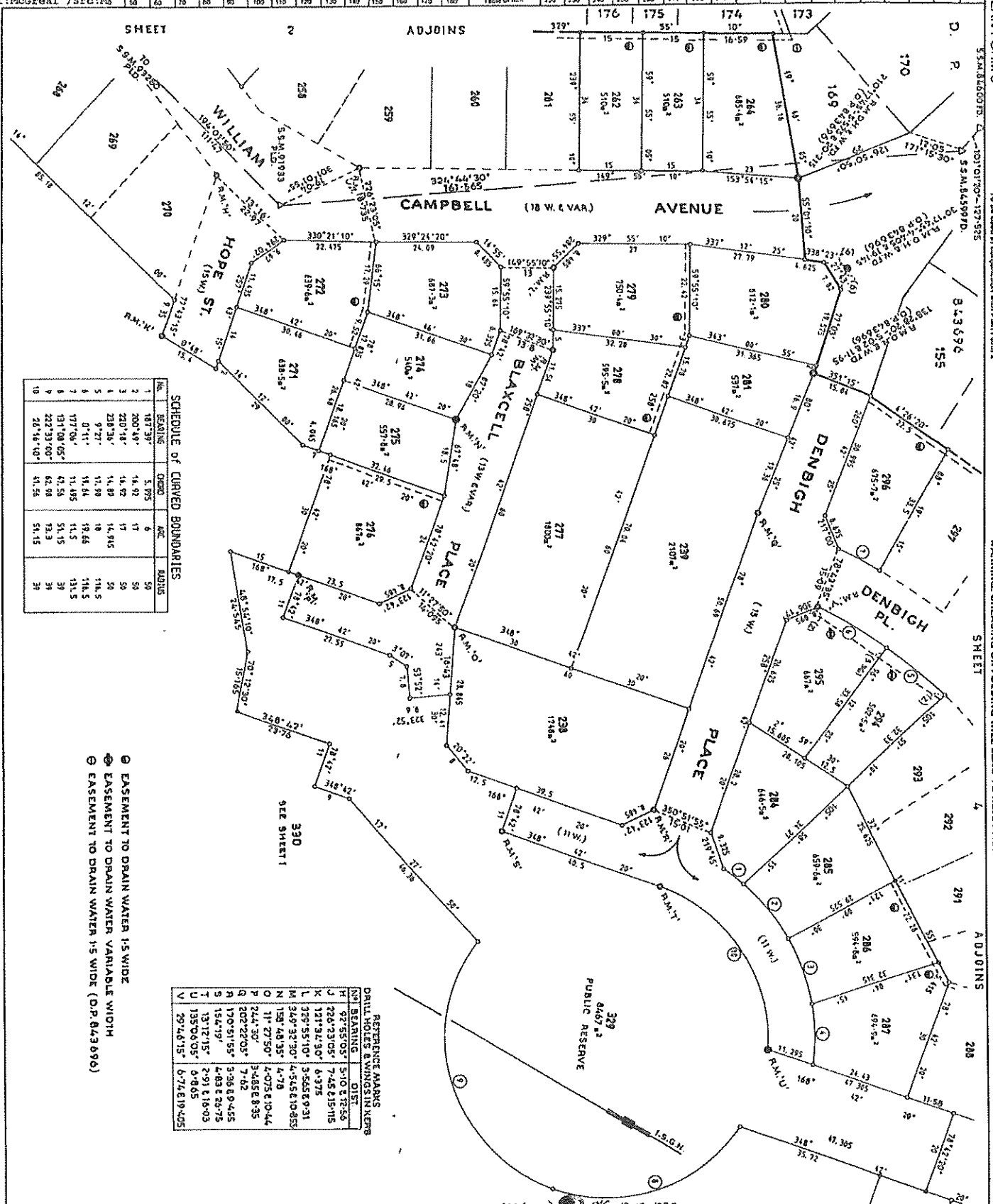
- ⊕ EASEMENT TO DRAIN WATER 1.5 WIDE
- ⊕ EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE
- ⊕ EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 043696)
- ⊕ RESTRICTION ON THE USE OF LAND & POSITIVE COVENANT 6 WIDE

Dimensions are given in L10 VOL 111

Plan Drawing only to appear in this space

Production Date: 11-000  
 Quantity: 94,347

Registered DP 852594  
 6.9.1995  
 This plan is a copy of the original plan as shown on 26 JUNE 1995  
 Surveyed under authority of ACT 187  
 Michael J. G. [Signature]  
 17/95  
 [Signature]  
 [Signature]



**SCHEDULE OF CURVED BOUNDARIES**

NO.	BEARING	CORD	ARC	ADIUS
1	187°33'	1.875	6	59
2	200°45'	14.92	17	50
3	220°14'	14.92	17	50
4	238°34'	14.89	14.915	50
5	9°27'	17.99	10	50
6	0°11'	18.64	18.66	116.5
7	177°04'	11.495	14.5	116.5
8	131°04'05"	41.56	51.15	39
9	222°31'00"	42.08	73.3	39
10	26°14'10"	41.56	51.15	39

- ⊙ EASEMENT TO DRAIN WATER 1.5 WIDE
- ⊕ EASEMENT TO DRAIN WATER VARIABLE WIDTH
- ⊖ EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 843 996)

**REFERENCE MARKS**

NO.	BEARING	DIST.
H	92°55'05"	5.10 E RT.50
J	226°13'05"	7.45 E 15.115
K	121°32'30"	6.375
L	329°55'10"	3.565 E 9.31
M	349°32'30"	4.965 E 10.855
N	158°48'35"	4.718
O	11°27'50"	4.075 E 10.44
P	244°30"	3.485 E 8.35
Q	202°22'05"	7.62
R	170°51'55"	3.36 E 9.455
S	152°19'	4.83 E 24.75
T	137°12'15"	2.91 E 16.03
U	135°04'05"	6.865
V	291°48'15"	6.74 E 19.405

Plan Drawing only to appear in this space

DIMENSIONS OF EASEMENT ADDED TO PLAN AT SURVEYORS REQUEST - VIDE 1995/666(222) NC 19.12.1999

REGISTERED DP 852594 16.9.1995

Registered 16.9.1995

20 JUNE 1995

Michael R. G. L.

Surveyor General

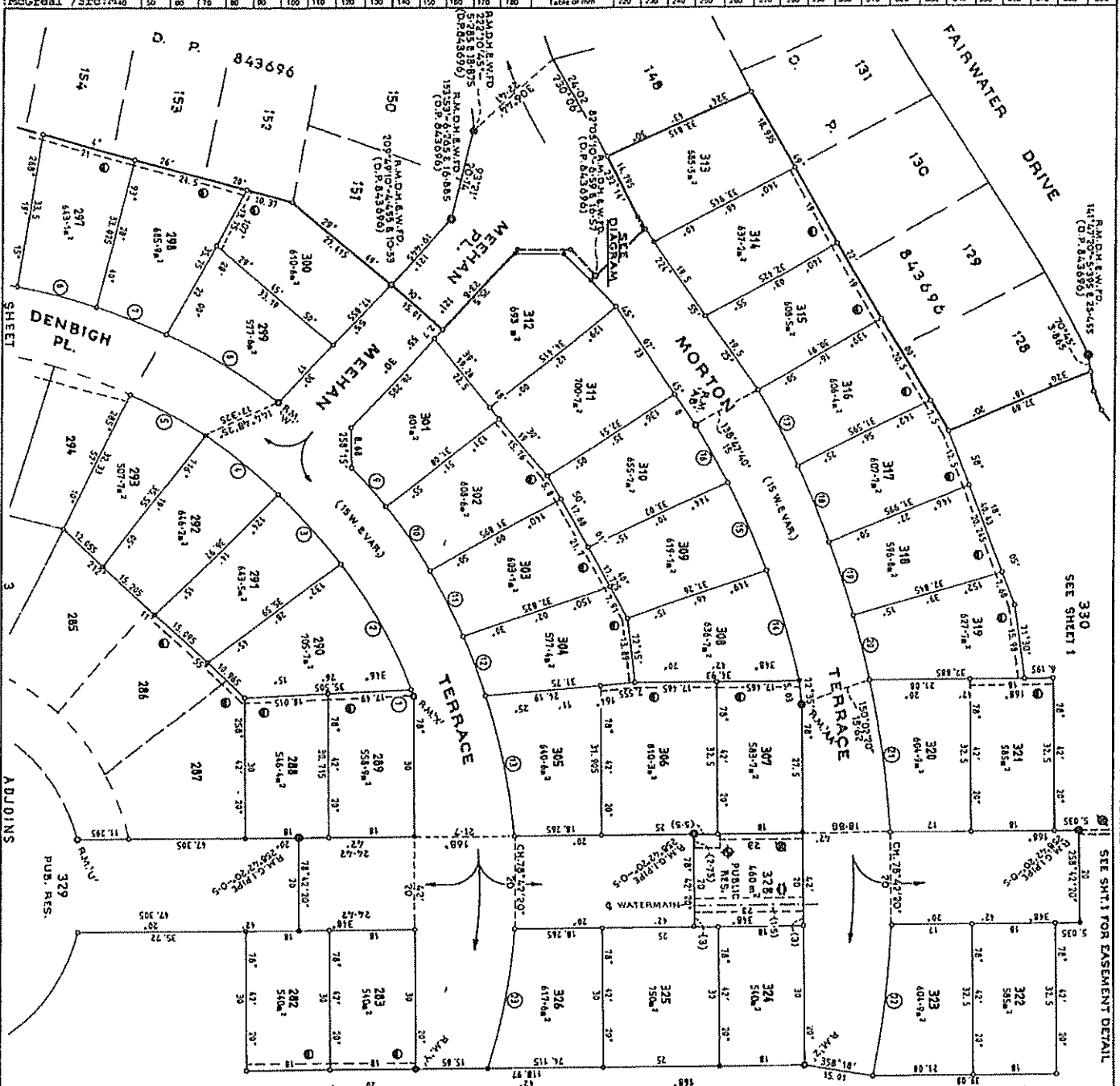
For use where stated in notification in any plan on Form 2

Radston Blvd T 600

92347

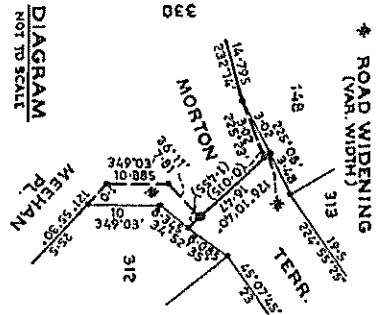
To be used in conjunction with Plans Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION



REFERENCE MARKERS

MARKER	BEARING	DIST.
U	135°06'05"	6.865
V	215°31'45"	4.235
X	135°58'50"	4.24
Y	111°28'50"	9.295
Z	96°50'15"	29.145
AA	150°07'20"	4.15
AB	130°17'40"	4.275



- DIAGRAM NOT TO SCALE
- ⊕ EASEMENT TO DRAIN WATER 14 WIDE
  - ⊕ EASEMENT FOR ELECTRICITY
  - ⊕ EASEMENT FOR UNDERGROUND MAINS 1 WIDE
  - ⊕ EASEMENT FOR WATER SUPPLY WORKS 3 WIDE

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
1	58°15'	1.5	1.5	116.5
2	50°15'55"	30.895	31	116.5
3	37°39'15"	20.225	20.25	116.5
4	27°42'10"	20.225	20.25	116.5
5	18°18'	18.18	18	116.5
6	183°31'	17.185	18	116.5
7	190°34'	15.89	18	116.5
8	200°34'30"	28.225	28.28	131.5
9	218°17'	16.895	17	131.5
10	221°23'	16.89	17	131.5
11	231°35"	15.89	17	131.5
12	238°02'	13.81	13.815	131.5
13	247°40'15"	30.555	30.635	131.5
14	63°24'15"	28.825	28.825	131.5
15	55°55'00"	20.11	20.75	181.5
16	50°51'	14.85	14.855	181.5
17	231°18'	18.495	18.5	211.5
18	231°15'	17.995	18	211.5
19	240°57'	16.145	16.75	211.5
20	285°10'	14.37	14.375	211.5
21	251°33'20"	32.155	32.79	211.5
22	248°14'30"	30.555	30.635	211.5

DP 852594

OFFICE USE ONLY

Registered: 21 6-9-1999

The number of my plan is 4 and was filed on 26 JUNE 1995

Copyright Engineering and Surveying Ltd 1995

Map of land in the City of Dunedin No. 501 was surveyed by me or my firm in 1995

McGreal

CONTRACT DATA

Plan Drawing only to appear in this space

Reaction filed 1: 600

Surveyor's Reference 94347

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

Lengths are in metres

(Sheet 1 of <sup>13</sup>~~12~~ Sheets) *OK*

**PART 1**

**DP 852594**

Plan of Subdivision of Lot 239  
in Deposited Plan 843696

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Marwick  
45 Clarence Street  
SYDNEY NSW 2000

1. Identity of easement firstly referred  
to in abovementioned plan

Easement to drain water 1.5 wide

**Schedule of lots etc. affected**

**Lots burdened**

**Lots benefited**

241	330
243	330
244	243, 330
245	243, 244, 330
246	243, 244, 245, 330
247	243, 244, 245, 246, 330
248	243, 244, 245, 246, 247, 330
250	251, 252, 253, 254
251	252, 253, 254
252	253, 254
253	254
256	255
257	255, 256
258	255, 256, 257
259	255, 256, 257, 258
260	255, 256, 257, 258, 259
261	255, 256, 257, 258, 259, 260
262	255, 256, 257, 258, 259, 260, 261
263	255, 256, 257, 258, 259, 260, 261, 262
264	255, 256, 257, 258, 259, 260, 261, 262, 263
266	265
267	265, 266
268	265, 266, 267
272	271

*Alf Moore*

*Le. J. Han*

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

Lengths are in metres

(Sheet 2 of <sup>13</sup>~~12~~ Sheets)

**PART 1 CONTINUED**

PLAN

**DP 852594**

Plan of Subdivision of Lot 239  
in Deposited Plan 843696

Schedule of lots etc. affected

<u>Lots burdened</u>	<u>Lots benefited</u>
276	330
278	277
279	277, 278
282	330
283	282, 330
286	285
287	285, 286
288	285, 286, 287
289	285, 286, 287, 288
296	297, 298, 299, 300
297	298, 299, 300
298	299, 300
300	299
302	301
303	301, 302
304	301, 302, 303
306	301, 302, 303, 304, 305
307	301, 302, 303, 304, 305, 306
314 ,	313
315	313, 314
316	313, 314, 315
317	313, 314, 315, 316
318	313, 314, 315, 316, 317
319	313, 314, 315, 316, 317, 318
321	313, 314, 315, 316, 317, 318, 319, 320

2. Identity of easement secondly referred  
to in abovementioned plan

Easement to drain water variable width

Schedule of lots etc. affected

<u>Lots burdened</u>	<u>Lots benefited</u>
294	293
295	293, 294

*AKumar*

*Xiao Shan*

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

Lengths are in metres

(Sheet 3 of <sup>13</sup>~~12~~ Sheets)

PART 1 CONTINUED

PLAN **DP 852594** Plan of Subdivision of Lot 239  
in Deposited Plan 843696

3. Identity of easement thirdly referred to in abovementioned plan Easement for Electricity purposes  
2.75 wide

Schedule of lots etc. affected

- | <u>Lots burdened</u>   | <u>Name of Authority Benefited</u>           |
|--|--|
| 270, 328   | Prospect Electricity                         |
| 4. <u>Identity of easement fourthly referred to in abovementioned plan</u> | <u>Easement for Underground Mains 1 wide</u> |

Schedule of lots etc. affected


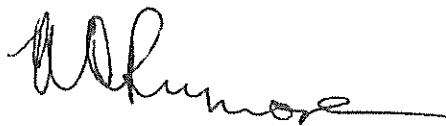
- | <u>Lots burdened</u>  | <u>Name of Authority benefited</u>        |
|---|---|
| 328, 330  | Prospect Electricity                      |
| 5. <u>Identity of easement fifthly referred to in abovementioned plan</u> | Easement for Water Supply Works<br>3 wide |

Schedule of lots etc. affected

- | <u>Lots burdened</u>   | <u>Name of Authority benefited</u> |
|--|------------------------------------|
| 328  | Water Board                        |
| 6. <u>Identity of positive covenant sixthly referred to in abovementioned plan</u> | Positive Covenant 8 wide           |


Schedule of lots etc. affected

- | <u>Lots burdened</u> | <u>Name of Authority benefited</u> |
|----------------------|------------------------------------|
| 243 - 248 inclusive  | Camden Council                     |



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

Lengths are in metres

(Sheet 4 of <sup>13</sup>~~12~~ Sheets) 

**PART 1 CONTINUED**

PLAN DP 852594

Plan of subdivision of Lot 239  
in Deposited Plan 843696

7. Identity of restriction seventhly referred  
to in abovementioned plan

Restriction on the use of land  
8 wide

Schedule of lots etc. affected

Lots burdened

243 - 248 inclusive

Name of Authority benefited

Camden Council

8. Identity of restriction eighthly referred  
to in abovementioned plan

Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

each lot except lots 238, 239, 240, 241,  
249, 253, 276, 277, 306, 325, 327, 328,  
329, 330

Lots benefited

every other lot except lots 238,  
239, 240, 241, 249, 253, 276,  
277, 306, 325, 327, 328, 329,  
330

9. Identity of restriction ninthly referred  
to in abovementioned plan

Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

283, 289, 305, 307, 320, 323, 324, 326

Name of Authority benefited

Camden Council

10. Identity of restriction tenthly referred  
to in abovementioned plan

Restriction on the use of land

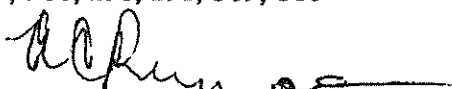
Schedule of lots etc. affected

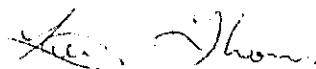
Lots burdened

247, 248, 255, 256, 258, 259, 261, 262,  
267, 268, 290, 291, 309, 310

Name of Authority benefited

Camden Council








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

Lengths are in metres

13  
(Sheet 5 of 12 Sheets) 

PART 1 CONTINUED

PLAN DP 852594.

Plan of subdivision of Lot 239  
in Deposited Plan 843696

11. Identity of restriction eleventhly referred  
to in abovementioned plan

Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

243, 244, 245, 246, 247, 248

Camden Council

12. Identity of restriction twelfthly referred  
to in abovementioned plan

Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

241, 242, 243, 244, 276, 282, 284,  
285, 286, 287, 288, 293, 294, 295,  
296, 297, 298, 306, 321, 322, 325

Camden Council

13. Identity of restriction thirteenthly referred  
to in abovementioned plan

Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

238, 239, 284 - 287, 294, 295

Camden Council

14. Identity of restriction fourteenthly referred  
to in abovementioned plan

Restriction on the use of land

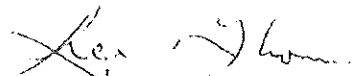
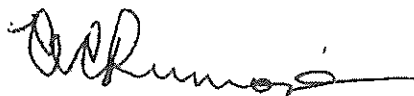
Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

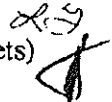
243, 244, 245, 246, 247, 248

Camden Council



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

Lengths are in metres

(Sheet 6 of <sup>13</sup>~~12~~ Sheets) 

PLAN DP 852594

Plan of subdivision of Lot 239  
in Deposited Plan 843696

PART 2

3. Terms of easement thirdly referred to in abovementioned plan

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

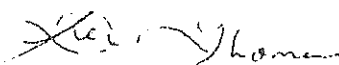
NAME OF AUTHORITY whose consent is required to release vary or modify the easement thirdly referred to in abovementioned plan.

PROSPECT ELECTRICITY

4. Terms of easement fourthly referred to in abovementioned plan

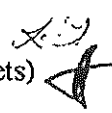
An easement for the transmission of electricity with full and free right leave liberty and licence for Prospect and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity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

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



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

Lengths are in metres

(Sheet 7 of <sup>13</sup>~~12~~ Sheets) 

PLAN DP 852594

Plan of subdivision of Lot 239  
in Deposited Plan 843696

**PART 2 (CONTINUED)**

5. Terms of easement 3 wide fifthly referred to in abovementioned plan

An easement for Water Supply Works in the terms set out in Memorandum X342178 filed in the Land Titles Office. For the purposes of this Instrument, references within Memorandum X342178 to the "Transferee" shall be taken to be references to the Authority hereby benefited, references to the "Transferor" shall be taken to be references to the Registered Proprietor from time to time of the land burdened, AND references to "the said land" shall be taken as references to the site of the subject easement hereby created, AND FURTHER the use of the word "transferred" in the Memorandum, shall mean the easement or rights granted to transferred herein, from the Registered Proprietor of the land burdened to the Authority hereby benefited.

NAME OF AUTHORITY empowered to release vary or modify the easement fifthly referred to in abovementioned plan:

WATER BOARD

6. Terms of positive covenant sixthly referred to in abovementioned plan

- (i) The owner(s) or their assigns shall maintain the acoustic barrier in good order at all times.
- (ii) Where the acoustic barrier is not maintained to the satisfaction of Camden Council, Council has the right to enter upon the land and carry out the necessary works at the full cost of the owner(s).

NAME OF AUTHORITY whose consent is required to release vary or modify the positive covenant sixthly referred to in abovementioned plan


CAMDEN COUNCIL

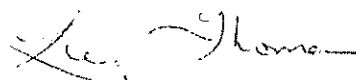
7. Terms of restriction seventhly referred to in abovementioned plan

No person shall alter, remove or destroy any soil, planting or any part of the fence which forms part of the acoustic barrier without the prior approval of Camden Council

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


CAMDEN COUNCIL






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

Lengths are in metres

(Sheet 8 of <sup>13</sup>~~12~~ Sheets) 

PLAN  D.P. 852594

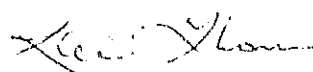
Plan of subdivision of Lot 239  
in Deposited Plan 843696

**PART 2 (CONTINUED)**

8. Terms of restriction eighty referred to in abovementioned plan

- (1) No building shall be erected or permitted to remain on any lot burdened other than a building constructed having external walls of brick and/or rendered brick and/or brick veneer and/or stone and/or concrete and/or glass and/or fibre cement PROVIDED THAT the proportion of stone and/or concrete and/or glass shall not be more than twenty-five percent (25%) of the total area of the external walls. Timber shall not be used except in conjunction with the abovementioned materials and the proportion of timber shall not exceed ten percent (10%) of the total area of the external walls. Fibre cement shall not be used in external walls of such building except in gable ends and, in the case of a two storey building, except in the walls of the upper storey where the proportion of fibre cement shall not exceed fifty percent (50%) of the total area of the external walls of the upper storey.
- (2)
  - (a) No main building shall be erected or permitted to remain on any lot burdened having an area greater than nine hundred square metres (900m<sup>2</sup>) unless such main building has a minimum floor area greater than one hundred and eighty square metres (180m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
  - (b) No main building shall be erected or permitted to remain on any lot burdened having an area less than nine hundred square metres (900m<sup>2</sup>) but greater than six hundred square metres (600m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and fifty square metres (150m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
  - (c) No main building shall be erected or permitted to remain on any lot burdened having an area less than six hundred square metres (600m<sup>2</sup>) but greater than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and twenty square metres (120m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
  - (d) No main building shall be erected or permitted to remain on any lot burdened having an area less than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred square metres (100m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (3) No dual occupancies shall be erected on any lot burdened without prior consent of Dandaloo Pty Limited ("Dandaloo").





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

Lengths are in metres


13  
(Sheet 9 of 12 Sheets)

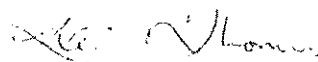
PART 2 (CONTINUED)

PLAN D.P. 852594

Plan of subdivision of Lot 239  
in Deposited Plan 843696

- (4) No main building shall be erected without at least an enclosed single car garage or carport (with front tilt or roller door), with the same not being constructed of materials other than those being the same as the building materials used in the main dwelling.
- (5) No main building shall be erected or permitted to remain on any lot burdened except where it is constructed with a roof consisting of tile (cement or clay), slate, terracotta, colourbond material (in a colour approved by Dandaloo) or shingle material.
- (6) No building shall be erected or permitted to remain on any lot burdened except where it is constructed of new materials unless otherwise approved by Dandaloo.
- (7) No existing dwelling house erected on any other land shall be placed, re-erected, re-constructed or permitted to remain on any lot burdened.
- (8) No structure of a temporary character, basement, tent, shack, garage, trailer, campervan or caravan shall be used at any time as a dwelling or residence on any lot burdened.
- (9) No commercial activity shall be conducted or carried out on any lot burdened .
- (10)
  - (a) No fencing shall be erected or permitted to remain on any lot burdened unless it shall be 1.8 metres in height and unless it shall be constructed of lapped and capped type paling fence material, brushwood, stone, brick or colourbond material (in such colour as is approved by Dandaloo).
  - (b) No fence shall be erected or be permitted to remain erected between the front boundary of each allotment hereby burdened and the building line for each such allotment as fixed by Camden Council unless prior approval in writing of Dandaloo has first been obtained.
  - (c) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Dandaloo without the consent of Dandaloo or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to Dandaloo or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser, his executors or administrators and assigns only during ownership of the said adjoining lands by Dandaloo other than purchasers on sale.
- (11) No building shall be erected or made on, in or over the lot hereby burdened or any part hereof unless plans, elevations and a schedule of materials sufficient to fully outline, detail and particularise the building or structure have received the prior written approval of Dandaloo.





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

Lengths are in metres

(Sheet 10 of <sup>13</sup>12 Sheets)

**PART 2 (CONTINUED)**

PLAN D.P. 852594.

Plan of subdivision of Lot 239  
in Deposited Plan 843696

- (12) No childminding centre, day care centre, preschool, long day care centre, kindergarten, occasional childminding centre or such other like childminding facility or activity will be conducted or carried out on any lot burdened.
- (13) No grass or vegetation shall be left unmowed or unattended on any lot hereby burdened and no litter, rubbish or refuse or building sheds or building materials will be allowed to remain upon any lot hereby burdened except during the course of construction of any building permitted by the terms of Restriction (1) hereof.
- (14) No external advertisement sign, hoarding (except those required by law to be erected) or "for sale" sign shall be erected, constructed or displayed without the prior written approval of Dandaloo.
- (15) No main building or dwelling erected upon any lot hereby burdened shall be used for the purpose of an exhibition or display home or "open house" without the prior written consent of Dandaloo and no such main building or dwelling shall be used for any such purpose with the consent of Dandaloo unless such use is in accordance with the conditions, restrictions and terms imposed by Dandaloo as a condition of such written consent having been granted.
- (16) No trucks or commercial vehicles over three (3) tonnes shall be parked on a regular basis on any lot burdened. No unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any lot hereby burdened closer to the street adjoining such lot than the house building line as fixed by Camden Council.
- (17) No satellite dish or other electronic signal receiving device other than a free to air TV antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to Dandaloo and Dandaloo has given its written consent to the construction of such satellite dish or electronic signal receiving device.
- (18) The terms of all of the covenants hereby created shall expire and be of no further force and effect from the date expiring ten (10) years after the date of registration of the deposited plan pursuant to which these covenants are created.
- (19) In respect of any of the covenants where the consent of Dandaloo is required, such consent can be given by any person or corporation nominated or appointed by Dandaloo for such purpose or any attorney of Dandaloo having power in that regard.



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

Lengths are in metres

(Sheet 11 of <sup>13</sup>/<sub>12</sub> Sheets)

PART 2 (CONTINUED)

PLAN D.P. 852594.

Plan of subdivision of Lot 239  
in Deposited Plan 843696

- (20) Should the terms of any covenant hereby created or any part thereof be found to be invalid or unenforceable, then the same shall be severed and such invalidity or unenforceability shall not affect the terms of any of the other covenants hereby created or any parts thereof which are valid and enforceable.

Person having power to release vary or modify the restriction eighthly referred to in abovementioned Plan. DANDALOO PTY LIMITED

9. Terms of restriction ninthly referred to in abovementioned plan

Vehicular access to the lot hereby burdened shall only be permitted from the main road adjacent.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction ninthly referred to in abovementioned plan  
CAMDEN COUNCIL

10. Terms of restriction tenthly referred to in abovementioned plan

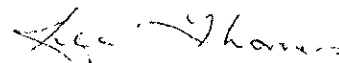
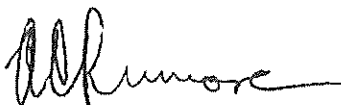
No vehicular access to the lot hereby burdened shall be permitted from the indented parking bay adjacent.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction tenthly referred to in abovementioned plan  
CAMDEN COUNCIL

11. Terms of restriction eleventhly referred to in abovementioned plan

- (i) No person shall alter, remove or destroy any soil, planting or any part of the fence which forms part of the acoustic barrier without the prior approval of Camden Council.
- (ii) The owner(s) or their assigns shall maintain the acoustic barrier in good order at all times.
- (iii) Where the acoustic barrier is not maintained to the satisfaction of Camden Council, Council has the right to enter upon the land and carry out the necessary works at the full cost of the owners(s).

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction eleventhly referred to in abovementioned plan  
CAMDEN COUNCIL



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

Lengths are in metres

(Sheet 12 of <sup>13</sup>/<sub>12</sub> Sheets)

**PART 2 (CONTINUED)**

PLAN D.P. 852594

Plan of subdivision of Lot 239  
in Deposited Plan 843696

12. Terms of restriction twelfthly referred to in abovementioned plan

The mobile garbage bin (MGB) associated with residential development on the lots hereby burdened shall be placed on the appropriate MGB collection pad, adjacent to Lots 241, 243, 276, 284, 289, 292, 295, 296, 305, 307, 320, 323, 324, and 326 for garbage removal by Council, and shall be removed as soon as possible thereafter.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction twelfthly referred to in abovementioned plan  
CAMDEN COUNCIL

13. Terms of restriction thirteenthly referred to in abovementioned plan

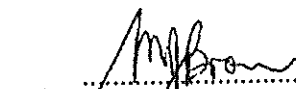
The registered proprietor shall not lodge any application for consent to the creation of any residential improvements on the part of the lot within the 6(b) proposed recreation zone in Camden Local Environmental Plan No. 39, nor will two registered proprietors consent to the lodgement by others of such an application. This prohibition will remain in force for so long as Camden Local Environmental Plan No. 39 remains in force in respect of any part of the lot.

NAME OF AUTHORITY empowered to release vary or modify the restriction thirteenthly referred to in abovementioned plan  
CAMDEN COUNCIL

14. Terms of restriction fourteenthly referred to in abovementioned plan

No dwelling shall be erected on the lots hereby burdened unless the dwelling is a single storey building.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction fourteenthly referred to in abovementioned plan  
CAMDEN COUNCIL

  
.....  
General Manager  
Camden Council



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

Lengths are in metres

(Sheet 13 of 13 Sheets)

*Handwritten mark*

**PART 2 (CONTINUED)**

D.P. 852594.

THE COMMON SEAL of DANDALOO )  
PTY LIMITED was hereunto affixed by )  
order of its Board of Directors and in )  
accordance with its Articles of Association )  
in the presence of: )



*Handwritten signature of Secretary*

Secretary

*Handwritten signature of Director*

Director

Signed for and on behalf of  
~~TAYLOR WOODROW (ESTATES) PTY. LIMITED~~  
~~A.C.N. 001 782 5507~~  
TAYLOR WOODROW (AUSTRALIA) PTY. LIMITED  
A.C.N. 000 097 825  
by its Attorney ANTHONY CHRISTOPHER RUMORE  
state that I have not received any notice of the ,  
revocation of the Power of Attorney registered in the  
Office of the Registrar General Sydney as Book  
4011, No 225 under which this document is  
executed.

*Handwritten signature of Attorney*

*Handwritten signature of Witness*  
WITNESS- SECRETARY

SIGNED by the said LADY MARY )  
FAIRFAX in the presence of: )  
)

*Handwritten signature of Justice of the Peace*

Justice of the Peace/Solicitor

*Handwritten signature of Lady Mary Fairfax*

Lady Mary Fairfax

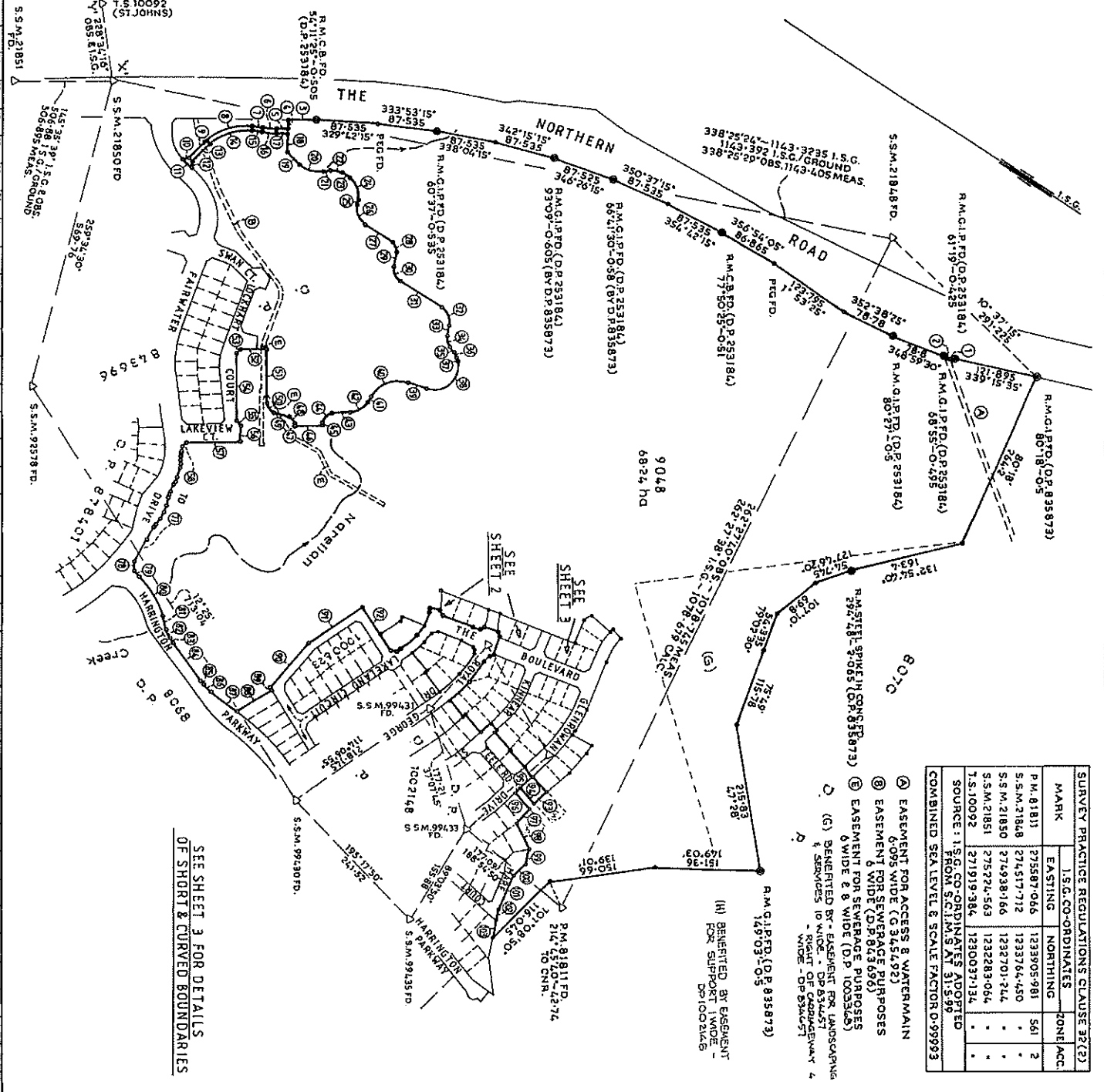
REGISTERED 6.9.1995

PLAN FORM 2  
 SIGNATURE AND SEALS ONLY.

Plan Drawing only to appear in this space

**Crown Lands Office Approval**  
 PLAN APPROVED .....  
 Land District .....  
 Field Book .....  
 Date .....

**Council's Certificate**  
 (Where applicable) -  
 (4) the requirements of the Local Government Act, 1919 (other than the requirements for the preparation of Plans), and  
 (5) the requirements of the Local Government Act, 1919 (other than the requirements for the preparation of Plans), of the Water Board Act (Consolidated Act 1981) or its relevant amendments, which have been complied with by the applicant in relation to the proposed "water board", "subdivision" or "consolidation" of the land (other than that "subdivision" or "consolidation" of the land) in the subdivision.  
 Subdivision No. ....  
 Date .....



MARK	EASTING	NORTHING	ZONE	ACC.
P.M. 81811	275587.066	1233905.981	5d1	2
S.S.M. 21848	274517.712	1232764.450	*	*
S.S.M. 21850	274938.166	1232701.244	*	*
S.S.M. 21851	275224.563	1232283.044	*	*
S.S.M. 21852	271919.384	1230037.134	*	*

SOURCE: 1:50,000 CO-ORDINATES ADOPTED FROM S.C.O. PLANS AT 31.5.99  
 COMBINED SEA LEVEL & SCALE FACTOR 0.99933

- (A) EASEMENT FOR ACCESS & WATER MAIN 6.095 WIDE (CG 3454.92)
- (B) EASEMENT FOR SEWERAGE PURPOSES 6 WIDE (CG 8436.696)
- (C) EASEMENT FOR SEWERAGE PURPOSES 6 WIDE & 8 WIDE (D.P. 1003346)
- (D) SERVED BY - EASEMENT FOR LANDSCAPING & SERVICES 10 WIDE - DP 834451
- (E) RIGHT OF CARRIAGEWAY 4 WIDE - DP 834451
- (F) SERVED BY - EASEMENT FOR LANDSCAPING & SERVICES 10 WIDE - DP 834451
- (G) SERVED BY - EASEMENT FOR LANDSCAPING & SERVICES 10 WIDE - DP 834451
- (H) SERVED BY EASEMENT FOR SUPPORT 10 WIDE - DP 1002146

**Registered:** *Michael John Gordon* 147-2-7-1997  
 C.A. No. 38/99 OF 2.7.1999  
 The System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: U 7330-4-# 5-4, 7-1, 8-1  
 Lat. Plan: D.P. 1000652  
 D.P. 1002148

**PLAN**  
 OF SUBDIVISION OF  
 LOT 7056 IN D.P. 1000632  
 AND  
 LOT 8069 IN D.P. 1002148

Lengths are in metres. Reduction Ratio: 1:4000

**L.O.A. : CAMDEN**  
**Subdiv. Locality: HARRINGTON PARK**  
**Perch: NARELLAN**  
**County: CUMBERLAND**

This is sheet 1 of my plan in 3 sheets  
 (Detailed in introduction)

**MICHAEL JOHN GORDON**  
 P.O. BOX 26 CAMPBELLTOWN

*Michael John Gordon*  
 Surveyor

Plans used in preparation of survey/compilation  
 D.P. 1000632  
 D.P. 1002148

**PANEL FOR USE ONLY for statements of intention**  
 I, the undersigned, being a duly qualified Surveyor, do hereby certify that the above is a true and correct copy of the plan as shown to me by the applicant, and that the same is in accordance with the requirements of the Survey Act 1919 and the regulations thereunder.

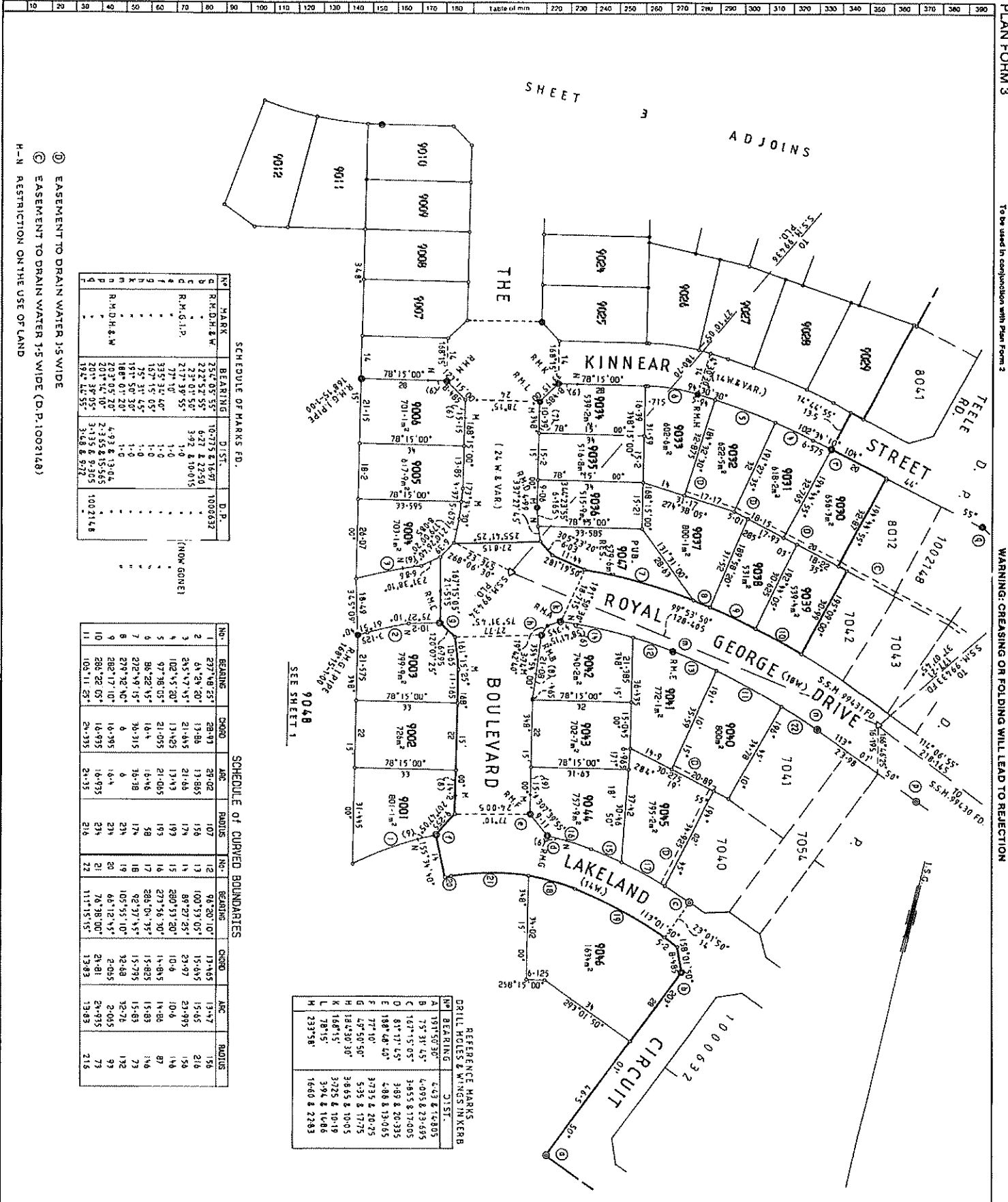
**IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD: THE EXTENSION OF GLENROWAN DRIVE KINNENAR STREET ROYAL GEORGE DRIVE AND THE BOULEVARD**

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 I (1) INTEND TO DEDICATE TO THE PUBLIC AS PUBLIC WATER 1.5 WIDE  
 2. EASEMENT FOR SUPPORT 1 WIDE  
 3. RESTRICTION ON THE USE OF LAND  
 4. RESTRICTION ON THE USE OF LAND  
 5. RESTRICTION ON THE USE OF LAND  
 6. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO CREATE LOT 9047 AS PUBLIC RESERVE

SURVEYOR'S REFERENCE: 98213

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF MARKS F.D.

NO.	MARK	BEARING	DIST.	D.P.
1	R.M.D.H. & W.	362°26'35"	160.27	1800832
2	R.M.D.H. & W.	327°17'11"	128.56	
3	R.M.D.H. & W.	237°01'50"	342.1	100015
4	R.M.D.H. & W.	217°39'55"	1.0	
5	R.M.D.H. & W.	77°10'	1.0	
6	R.M.D.H. & W.	335°34'40"	1.0	
7	R.M.D.H. & W.	167°15'05"	1.0	
8	R.M.D.H. & W.	75°31'45"	1.0	
9	R.M.D.H. & W.	151°50'30"	1.0	
10	R.M.D.H. & W.	180°01'20"	4.93 & 13.04	
11	R.M.D.H. & W.	201°14'10"	2.355 & 15.565	
12	R.M.D.H. & W.	31°05' & 93°05'	1.0021 & 1.6	
13	R.M.D.H. & W.	172°28'37.2"	1.0021 & 1.6	

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS	NO.	BEARING	CHORD	ARC	RADIUS
1	271°48'25"	280.91	297.02	107	12	98°20'10"	131.405	131.47	156
2	61°24'20"	131.86	131.865	156	13	100°57'05"	151.465	151.465	216
3	245°17'45"	21.445	21.446	174	14	89°27'25"	23.97	23.97	159
4	102°15'20"	131.425	131.419	193	15	280°51'20"	10.6	10.6	146
5	97°36'05"	21.055	21.055	193	16	273°56'30"	15.805	15.805	146
6	86°12'15"	16.4	16.46	58	17	285°04'35"	15.825	15.825	146
7	272°51'15"	30.315	30.318	174	18	92°37'45"	15.785	15.785	146
8	202°17'10"	6	6	24	19	105°55'10"	32.68	32.76	192
9	288°22'05"	16.935	16.935	24	20	66°12'45"	2.065	2.065	97
10	104°11'25"	24.335	24.35	216	21	76°38'00"	24.81	24.935	216
11	104°11'25"	24.335	24.35	216	22	111°15'15"	13.83	13.83	216

REFERENCE MARKS  
 DRILL HOLES & WELDS IN KERB

NO.	BEARING	DIST.
A	191°50'30"	4.43 & 14.805
B	75°31'45"	4.058 & 23.445
C	147°15'05"	3.855 & 17.005
D	81°17'45"	3.89 & 20.335
E	188°48'40"	4.88 & 13.065
F	77°10'	3.735 & 20.75
G	49°50'50"	5.35 & 17.75
H	184°30'30"	3.865 & 10.05
I	168°15'	3.725 & 10.19
J	78°15'	3.94 & 14.86
K	233°58'	16.60 & 22.83

- ⊙ EASEMENT TO DRAIN WATER 3.5 WIDE
- ⊙ EASEMENT TO DRAIN WATER 7.5 WIDE (D.P. 1002148)
- ⊖ H-N RESTRICTION ON THE USE OF LAND

Plan Drawing only to appear in this space

Production No: 1 800

Registered 12-7-1999

This is a 2-dimensional 3 view drawing

31-5-99

*Michael J. ...*

Surveyor's name: Michael J. ...

This is a 2-dimensional 3 view drawing

31-5-99

3-21-99

Surveyor's name: Michael J. ...

This is a 2-dimensional 3 view drawing

31-5-99

3-21-99

Surveyor's name: Michael J. ...

Production No: 1 800

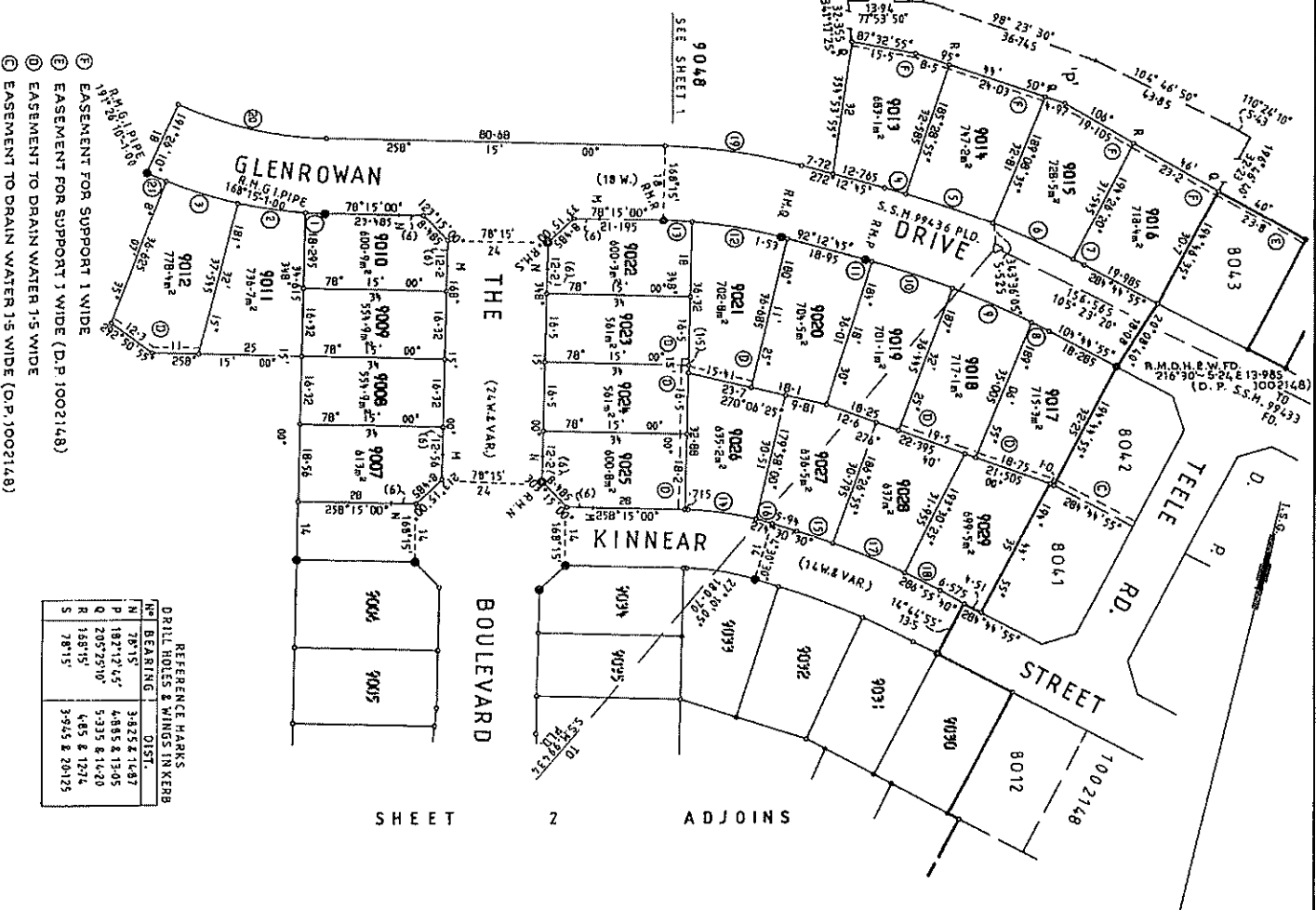
Surveyor's Reference: 98213

**SCHEDULE OF CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	79°28'15"	4.515	4.515	109	12	88°58'45"	21.425	21.455	116
2	84°57'40"	16.485	16.5	109	13	79°55'55"	6.81	6.81	116
3	94°01'40"	17.98	18.5	109	14	244°47'05"	16.39	16.425	72
4	272°51'10"	5.235	5.235	239	15	275°45'00"	8.975	8.975	207
5	276°10'50"	21.935	21.945	239	16	272°58'50"	4.005	4.005	207
6	281°28'45"	21	21.005	239	17	279°39'30"	18.495	18.5	207
7	284°22'45"	4.015	4.015	239	18	283°19'30"	4.925	4.925	207
8	104°07'25"	4.715	4.715	216	19	285°19'30"	32.55	32.455	191
9	100°46'45"	20.49	20.5	216	20	284°50'35"	34.575	34.825	191
10	95°22'05"	20.295	20.3	216	21	100°05'50"	5.095	5.095	109
11	92°28'40"	1.75	1.75	216					

**SCHEDULE OF CURVED & SHORT BOUNDARIES FOR SHEET 1**

No.	BEARING	DIST.	ARC	RADIUS	No.	BEARING	DIST.	ARC	RADIUS
1	331°09'45"	8.845			53	281°38'	8.41		
2	350°54'55"	6.185			54	236°08'20"	8.54		
3	327°35'40"	4.8			55	191°30'	2.5		
4	237°35'40"	13			56	236°51'	7.7		
5	327°35'40"	16.63			57	326°51'	7.7		
6	331°38'	19.27			58	283°18'	8.7		
7	335°40"	15.065			59	245°01'	7.45		
8	308°24'	68.875			60	267°43'10"	3.37		
9	281°08'20"	3.683			61	242°59'35"	3.44		
10	281°08'20"	8.485			62	238°39'15"	3.64		
11	191°08'20"	18			63	232°23'	8.855		
12	56°08'20"	3.683			64	241°27'30"	4.87		
13	101°08'20"	16.83			65	220°38'	13.4		
14	128°24'	61.375			66	263°16'35"	9.07		
15	155°40"	15.065			67	267°43'25"	1.035		
16	151°38'	20.11			68	267°43'25"	14.945		
17	127°35'40"	16.63			69	268°43'50"	2.445		
18	237°35'40"	27			70	248°11'15"	5.295		
19	160°37'	37.235			71	248°11'10"	11.315		
20	162°52'	37.235			72	258°42'25"	10.13		
21	135°48'	9.685			73	259°42'55"	10.66		
22	157°12'	17.285			74	272°03'55"	11.995		
23	172°17'	13.925			75	223°38'55"	4.915		
24	215°13'	35.215			76	265°49'25"	10.185		
25	231°09'	7.095			77	267°43'35"	3.635		
26	179°23'	6.945			78	241°52'	13.75		
27	179°23'	30.475			79	192°42'40"	11.445		
28	213°29'	15.695			80	205°12'50"	68.81		
29	247°35'	21.665			81	222°29'15"	20.93		
30	213°17'	22.54			82	212°56'45"	13.435		
31	178°59'	70.665			83	203°29'45"	8.7		
32	213°01'	28.1			84	200°51'	6.694		
33	247°02'	16.015			85	200°05'50"	6.98		
34	227°55'	16.035			86	192°53'35"	15.205		
35	198°47'	8.905			87	184°35'55"	4.59		
36	210°58'	10.545			88	115°19'25"	59.775		
37	223°08'	2.015			89	25°19'25"	4.78		
38	283°26'	68.8			90	97°48'35"	8.465		
39	363°43'	28.245			91	113°01'50"	93.565		
40	305°51'	55.225			92	203°01'50"	4.65		
41	288°01'	9.295			93	286°46'40"	27.0		
42	286°24'	28.47			94	12°44'55"	29.86		
43	314°47'	2.6			95	284°44'55"	10		
44	280°48'	20.825			96	194°44'55"	37.135		
45	236°51'	2.6			97	281°30'05"	29.495		
46	326°51'	4.115			98	207°36'35"	4.738		
47	58°51'	14.445			99	229°45'55"	27.23		
48	19°53'	13.23			100	281°42'05"	24.935		
49	342°55'	16.77			101	260°01'20"	54.765		
50	19°42'	17.98			102	254°22'30"	14.555		
51	58°30'	37.955			103	240°40'50"	27.005		
52	327°07'20"	37.88							



- Ⓐ EASEMENT FOR SUPPORT 1 WIDE
- Ⓑ EASEMENT FOR SUPPORT 1 WIDE (D.P. 1002148)
- Ⓒ EASEMENT TO DRAIN WATER 1.5 WIDE
- Ⓓ EASEMENT TO DRAIN WATER 1.5 WIDE (O.P. 1002148)
- Ⓔ H-N RESTRICTION ON THE USE OF LAND

**REFERENCE MARKS**

No.	BEARING	DIST.
N	78°15'	3.825 & 1.687
P	182°12'45"	4.885 & 1.305
Q	308°25'10"	5.335 & 1.620
R	168°15'	4.65 & 1.924
S	78°15'	3.945 & 2.0125

Registered 31-5-99  
 This plan is a copy of the original plan and is not to be used for any other purpose.  
 Michael J. K.  
 Surveyor registered under the Survey Act 1989  
 This plan is a copy of the original plan and is not to be used for any other purpose.  
 Form 2  
 Plan No. 90213  
 Revision No. 8 00

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

Lengths are in metres

(Sheet 1 of 10 sheets)

**DP1003785**

Plan of Subdivision of  
Lot 7056 in D.P.1000632  
and Lot 8069 in  
D.P.1002148

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Marwick  
45 Clarence Street  
SYDNEY NSW 2000

**PART 1**

1. Identity of easement firstly referred  
to in abovementioned plan

Easement to drain water  
1.5 wide

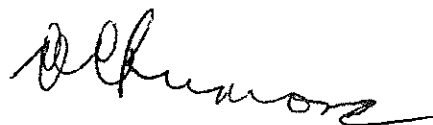
Schedule of lots etc. affected

Lots burdened

Lots benefited

9012  
9017  
9018  
9021  
9023  
9024  
9025  
9030  
9031  
9032  
9040  
9045

9011, 9048  
9018, 9019  
9019  
9020  
9021  
9020, 9021, 9023  
9020, 9021, 9023, 9024  
9031, 9032, 9033  
9032, 9033  
9033  
9041  
9040, 9041



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

Lengths are in metres

(Sheet 2 of 10 sheets)

PLAN 38/99

Plan of Subdivision of  
Lot 7056 in D.P.1000632  
and Lot 8069 in  
D.P.1002148

**DP1003785**

PART 1 (CONTINUED)

2. Identity of easement secondly referred  
to in abovementioned plan

Easement for support 1 wide

Schedule of lots etc. affected

Lots burdened

9013

9014

9015

9016

Lots Benefited

Part 9048 designated P on  
the plan

Part 9048 designated P on  
the plan

Part 9048 designated P on  
the plan

Part 9048 designated P on  
the plan

3. Identity of restriction thirdly referred  
to in abovementioned plan

Restriction of the use of  
land

Schedule of lots etc. affected

Lots burdened

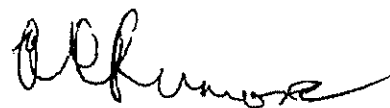
9001, 9003, 9004, 9006

9007, 9010, 9022, 9025

9034, 9036, 9042, 9044

Authority benefited

Camden Council



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

Lengths are in metres

(Sheet 3 of 10 sheets)

PLAN 38/99

Plan of Subdivision of  
Lot 7056 in D.P.1000632  
and Lot 8069 in  
D.P.1002148

**DP1003785**

**PART I (CONTINUED)**

4. Identity of restriction fourthly referred  
to in abovementioned plan

Restriction of the use of  
land

Schedule of lots etc. affected

Lots burdened

Lots benefited

Each lot except  
9046, 9047, 9048

Every other lot  
9046, 9047, 9048

5. Identity of restriction fifthly referred  
to in abovementioned plan

Restriction of the use of  
land

Schedule of lots etc. affected

Lots burdened

Lots benefited

9001-9012 inclusive and  
9017-9045 inclusive

Every other lot  
9046, 9047, 9048

6. Identity of restriction sixthly referred  
to in abovementioned plan

Restriction of the use of  
land

Schedule of lots etc. affected

Lots burdened

Lots benefited

9013-9016 inclusive

Every other lot  
9046, 9047, 9048



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

Lengths are in metres

(Sheet 4 of 10 sheets)

PLAN 38/99

Plan of Subdivision of  
Lot 7056 in D.P.1000632  
and Lot 8069 in  
D.P.1002148

**DP1003785**

**PART 2**

1. Terms of easement firstly referred to in abovementioned plan

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

CAMDEN COUNCIL

2. Terms of easement secondly referred to in abovementioned plan

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

CAMDEN COUNCIL

3. Terms of restriction thirdly referred to in abovementioned plan

Vehicular ingress and egress shall not be gained to or from the lot across the boundary marked M'-N' on the plan without the prior written consent of the Council of Camden or otherwise than in strict compliance with such conditions as that Council may impose.

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

CAMDEN COUNCIL

4. Terms of restriction fourthly referred to in abovementioned plan

1. No building shall be erected or permitted to remain on any lot burdened other than a building constructed having external walls of brick and/or rendered brick and/or brick veneer and/or stone and/or concrete and/or glass and/or fibre cement and/or seamless textured coated materials approved by Dandaloo Pty Limited ("Dandaloo") PROVIDED THAT the proportion of stone and/or concrete and/or glass shall not be more than twenty-five percent (25%) of the total area of the external walls.





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

Lengths are in metres

(Sheet 5 of 10 sheets)

PLAN 38/99

Plan of Subdivision of  
Lot 7056 in D.P.1000632  
and Lot 8069 in  
D.P.1002148

**DP1003785**

**PART 2 (CONTINUED)**

Timber shall not be used except in conjunction with the abovementioned materials and the proportion of timber shall not exceed ten percent (10%) of the total area of the external walls. Fibre cement shall not be used in external walls of such building, except in the walls of the upper storey where the proportion of fibre cement shall not exceed fifty percent (50%) of the total area of the external walls of the upper storey and only if fibre cement is used in accordance with acceptable composite construction principals. For the purposes of this provision, "acceptable composite construction principals" shall mean an approach to dwelling design and construction which uses a mixture of construction materials which, in the reasonable opinion of Dandaloo, could be such as to optimise efficiency, cost effectiveness and aesthetics of the dwelling.

2. (a) No main building shall be erected or permitted to remain on any lot burdened having an area greater than nine hundred square metres (900m<sup>2</sup>) unless such main building has a minimum floor area greater than two hundred and thirty square metres (230m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (b) No main building shall be erected or permitted to remain on any lot burdened having an area less than nine hundred square metres (900m<sup>2</sup>) but greater than seven hundred and fifty square metres (750m<sup>2</sup>) unless such main building has an overall minimum floor area greater than two hundred and ten square metres (210m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (c) No main building shall be erected or permitted to remain on any lot burdened having an area less than seven hundred and fifty square metres (750m<sup>2</sup>) but greater than six hundred square metres (600m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and eighty square metres (180m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.



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

Lengths are in metres

(Sheet 6 of 10 sheets)

PLAN 38/99

Plan of Subdivision of  
Lot 7056 in D.P.1000632  
and Lot 8069 in  
D.P.1002148

**DP1003785**

**PART 2 (CONTINUED)**

- (d) No main building shall be erected or permitted to remain on any lot burdened having an area less than six hundred square metres (600m<sup>2</sup>) but greater than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and sixty square metres (160m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (e) No main building shall be erected or permitted to remain on any lot burdened having an area less than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and forty square metres (140m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- 3. No dual occupancies shall be erected on any lot burdened.
- 4. No main building shall be erected without at least an enclosed single car garage (with front tilt, panel or roller door) with the same not being constructed of materials other than those being the same as the building materials used in the main dwelling.
- 5. No main building shall be erected or permitted to remain on any lot burdened except where it is constructed with a roof consisting of tile (cement or clay), slate, terracotta, colour-bonded material in a colour approved by Dandaloo or shingle material.
- 6. No building shall be erected or permitted to remain on any lot burdened except where it is constructed of new materials unless otherwise approved by Dandaloo.
- 7. No existing dwelling house or any other structure existing as at the date hereof shall be placed, re-erected, re-constructed or permitted to remain on any lot burdened.
- 8. No structure of a temporary or relocatable character, basement, tent, shack, garage, trailer, campervan or caravan shall be used at any time as a dwelling or residence on any lot burdened.



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

Lengths are in metres

(Sheet 7 of 10 sheets)

PLAN 38/99

Plan of Subdivision of  
Lot 7056 in D.P.1000632  
and Lot 8069 in  
D.P.1002148

**DP1003785**

**PART 2 (CONTINUED)**

9. No commercial activity shall be conducted or carried out on any lot burdened without the approval of Dandaloo.
10. No building shall be erected or made on, in or over the lot hereby burdened or any part hereof unless plans, elevations and a schedule of materials (and where the proposed building is to be other than unpainted brickwork, a colour sample or samples) sufficient to fully outline, detail and particularise the building or structure have received the prior written approval of Dandaloo.
11. No childminding centre, day care centre, preschool, long day care centre, kindergarten, occasional childminding centre or such other like childminding facility or activity will be conducted or carried out on any lot burdened.
12. No lot burdened shall be used for the raising, breeding or keeping of any insects, reptiles, animals, livestock or poultry provided that this restriction shall not prevent the keeping of two domestic pets.
13. No external advertisement sign, hoarding (except those required by law to be erected) or "for sale" sign shall be erected, constructed or displayed without the prior written approval of Dandaloo.
14. No trucks or commercial vehicles over three (3) tonnes shall be parked on any lot burdened. No unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any lot hereby burdened closer to the street adjoining such lot than the house building line as fixed by Camden Council. No trucks, commercial vehicles, unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any street, public area, footpath or public reserve adjoining or in the vicinity of any lot burdened.
15. No satellite dish or other electronic signal receiving device other than a free to air TV antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to Dandaloo and Dandaloo has given its written consent to the construction of such satellite dish or electronic signal receiving device.



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

Lengths are in metres

(Sheet 8 of 10 sheets)

PLAN 38/99

Plan of Subdivision of  
Lot 7056 in D.P.1000632  
and Lot 8069 in  
D.P.1002148

**DP1003785**

**PART 2 (CONTINUED)**

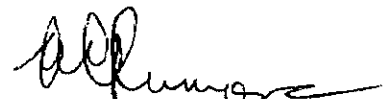
16. No building erected on any Lot burdened shall be used as a display or exhibition home or otherwise than as a private residence.
17. No fence shall be constructed or erected on any Lot burdened forward of the house building line as fixed or prescribed from time to time by Camden Council provided that the provisions of this Restriction shall not preclude side boundary fencing on any allotment located on the corner of a street or streets where such side fencing is approved by Camden Council.
18. The terms of all the covenants hereby created shall expire and be of no further force and effect from the date expiring ten (10) years after the date of registration of the deposited plan pursuant to which these covenants are created.
19. In respect of any of the covenants where the consent of Dandaloo is required, such consent can be given by any person or corporation nominated or appointed by Dandaloo for such purpose or any attorney of Dandaloo having power in that regard.
20. Should the terms of any covenant hereby created or any part thereof be found to be invalid or unenforceable, then the same shall be severed and such invalidity or unenforceability shall not affect the terms of any of the other covenants hereby created or any parts thereof which are valid and enforceable.

Person having power to release vary or modify the restriction fourthly referred to in the abovementioned plan.

**DANDALOO PTY LIMITED**

5. Terms of restriction fifthly referred to in abovementioned plan

- (a) No fencing shall be erected or permitted to remain on any lot burdened unless it shall be 1.8 metres in height and unless it shall be constructed of lapped and capped type paling fence material, brushwood, stone, brick or colour bonded material (in such colour as is approved by Dandaloo) or such other materials as are approved by Dandaloo.



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

Lengths are in metres

(Sheet 9 of 10 sheets)

PLAN 38/99

Plan of Subdivision of  
Lot 7056 in D.P.1000632  
and Lot 8069 in  
D.P.1002148

**DP1003785**

**PART 2 (CONTINUED)**

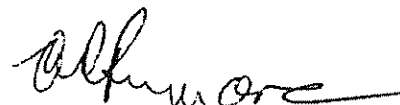
- (b) No fencing shall be erected on each lot burdened to divide it from any adjoining land owned by Dandaloo without the consent of Dandaloo or its successors other than purchaser on sale but such consent shall not be withheld if such fencing is erected without expense to Dandaloo or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected **PROVIDED HOWEVER** that this covenant in regard to fencing shall be binding on a purchaser, his executors or administrators and assigns only during ownership of the said adjoining lands by Dandaloo other than purchaser on sale.
- (c) No corner allotment shall have any side boundary fronting a street or reserve unfenced nor fenced in any material other than 1.5 metres high colour bonded material coloured rivergum with a 300 millimetre high colour bonded open trellised panel coloured rivergum totalling 1.8 metres in height and in accordance with details approved by Dandaloo.
- (d) No corner allotment shall have any side boundary fronting any street or reserve unlandscaped nor shall such side boundary be landscaped other than in accordance with landscaping plans approved in writing by Dandaloo.

Person having power to release vary or modify the restriction fifthly referred to in the abovementioned plan.

**DANDALOO PTY LIMITED**

6. Terms of restriction sixthly referred to in abovementioned plan

- (a) No fencing shall be erected or permitted to remain on any lot burdened unless it shall be 1.8 metres in height and unless it shall be constructed of lapped and capped type paling fence material, brushwood, stone, brick or colour bonded material (in such colour as is approved by Dandaloo) or such other materials as are approved by Dandaloo.



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

Lengths are in metres

(Sheet 10 of 10 sheets)

PLAN 33/99

Plan of Subdivision of  
Lot 7056 in D.P.1000632  
and Lot 8069 in  
D.P.1002148

**DP1003785**

**PART 2 (CONTINUED)**

- (b) No allotment with a boundary marked Q-R on the plan shall be unfenced nor fenced in any material other than 1.5 metres high colour bonded material coloured rivergum with a 300 millimetre high colour bonded open trellised panel coloured rivergum totalling 1.8 metres in height and in accordance with details approved by Dandaloo.

Person having power to release vary or modify the restriction sixthly referred to in the abovementioned plan.

**DANDALOO PTY LIMITED**



*N. Fairfax*  
(M Fairfax - Director)

*Leigh Thomas*  
Leigh Thomas  
- Secretary

Engineer (Professional) (Australia) Pty Limited  
100/100A, 100B, 100C, 100D, 100E, 100F, 100G, 100H, 100I, 100J, 100K, 100L, 100M, 100N, 100O, 100P, 100Q, 100R, 100S, 100T, 100U, 100V, 100W, 100X, 100Y, 100Z, 100AA, 100AB, 100AC, 100AD, 100AE, 100AF, 100AG, 100AH, 100AI, 100AJ, 100AK, 100AL, 100AM, 100AN, 100AO, 100AP, 100AQ, 100AR, 100AS, 100AT, 100AU, 100AV, 100AW, 100AX, 100AY, 100AZ, 100BA, 100BB, 100BC, 100BD, 100BE, 100BF, 100BG, 100BH, 100BI, 100BJ, 100BK, 100BL, 100BM, 100BN, 100BO, 100BP, 100BQ, 100BR, 100BS, 100BT, 100BU, 100BV, 100BW, 100BX, 100BY, 100BZ, 100CA, 100CB, 100CC, 100CD, 100CE, 100CF, 100CG, 100CH, 100CI, 100CJ, 100CK, 100CL, 100CM, 100CN, 100CO, 100CP, 100CQ, 100CR, 100CS, 100CT, 100CU, 100CV, 100CW, 100CX, 100CY, 100CZ, 100DA, 100DB, 100DC, 100DD, 100DE, 100DF, 100DG, 100DH, 100DI, 100DJ, 100DK, 100DL, 100DM, 100DN, 100DO, 100DP, 100DQ, 100DR, 100DS, 100DT, 100DU, 100DV, 100DW, 100DX, 100DY, 100DZ, 100EA, 100EB, 100EC, 100ED, 100EE, 100EF, 100EG, 100EH, 100EI, 100EJ, 100EK, 100EL, 100EM, 100EN, 100EO, 100EP, 100EQ, 100ER, 100ES, 100ET, 100EU, 100EV, 100EW, 100EX, 100EY, 100EZ, 100FA, 100FB, 100FC, 100FD, 100FE, 100FF, 100FG, 100FH, 100FI, 100FJ, 100FK, 100FL, 100FM, 100FN, 100FO, 100FP, 100FQ, 100FR, 100FS, 100FT, 100FU, 100FV, 100FW, 100FX, 100FY, 100FZ, 100GA, 100GB, 100GC, 100GD, 100GE, 100GF, 100GG, 100GH, 100GI, 100GJ, 100GK, 100GL, 100GM, 100GN, 100GO, 100GP, 100GQ, 100GR, 100GS, 100GT, 100GU, 100GV, 100GW, 100GX, 100GY, 100GZ, 100HA, 100HB, 100HC, 100HD, 100HE, 100HF, 100HG, 100HH, 100HI, 100HJ, 100HK, 100HL, 100HM, 100HN, 100HO, 100HP, 100HQ, 100HR, 100HS, 100HT, 100HU, 100HV, 100HW, 100HX, 100HY, 100HZ, 100IA, 100IB, 100IC, 100ID, 100IE, 100IF, 100IG, 100IH, 100II, 100IJ, 100IK, 100IL, 100IM, 100IN, 100IO, 100IP, 100IQ, 100IR, 100IS, 100IT, 100IU, 100IV, 100IW, 100IX, 100IY, 100IZ, 100JA, 100JB, 100JC, 100JD, 100JE, 100JF, 100JG, 100JH, 100JI, 100JJ, 100JK, 100JL, 100JM, 100JN, 100JO, 100JP, 100JQ, 100JR, 100JS, 100JT, 100JU, 100JV, 100JW, 100JX, 100JY, 100JZ, 100KA, 100KB, 100KC, 100KD, 100KE, 100KF, 100KG, 100KH, 100KI, 100KJ, 100KK, 100KL, 100KM, 100KN, 100KO, 100KP, 100KQ, 100KR, 100KS, 100KT, 100KU, 100KV, 100KW, 100KX, 100KY, 100KZ, 100LA, 100LB, 100LC, 100LD, 100LE, 100LF, 100LG, 100LH, 100LI, 100LJ, 100LK, 100LL, 100LM, 100LN, 100LO, 100LP, 100LQ, 100LR, 100LS, 100LT, 100LU, 100LV, 100LW, 100LX, 100LY, 100LZ, 100MA, 100MB, 100MC, 100MD, 100ME, 100MF, 100MG, 100MH, 100MI, 100MJ, 100MK, 100ML, 100MM, 100MN, 100MO, 100MP, 100MQ, 100MR, 100MS, 100MT, 100MU, 100MV, 100MW, 100MX, 100MY, 100MZ, 100NA, 100NB, 100NC, 100ND, 100NE, 100NF, 100NG, 100NH, 100NI, 100NJ, 100NK, 100NL, 100NM, 100NN, 100NO, 100NP, 100NQ, 100NR, 100NS, 100NT, 100NU, 100NV, 100NW, 100NX, 100NY, 100NZ, 100OA, 100OB, 100OC, 100OD, 100OE, 100OF, 100OG, 100OH, 100OI, 100OJ, 100OK, 100OL, 100OM, 100ON, 100OO, 100OP, 100OQ, 100OR, 100OS, 100OT, 100OU, 100OV, 100OW, 100OX, 100OY, 100OZ, 100PA, 100PB, 100PC, 100PD, 100PE, 100PF, 100PG, 100PH, 100PI, 100PJ, 100PK, 100PL, 100PM, 100PN, 100PO, 100PP, 100PQ, 100PR, 100PS, 100PT, 100PU, 100PV, 100PW, 100PX, 100PY, 100PZ, 100QA, 100QB, 100QC, 100QD, 100QE, 100QF, 100QG, 100QH, 100QI, 100QJ, 100QK, 100QL, 100QM, 100QN, 100QO, 100QP, 100QQ, 100QR, 100QS, 100QT, 100QU, 100QV, 100QW, 100QX, 100QY, 100QZ, 100RA, 100RB, 100RC, 100RD, 100RE, 100RF, 100RG, 100RH, 100RI, 100RJ, 100RK, 100RL, 100RM, 100RN, 100RO, 100RP, 100RQ, 100RR, 100RS, 100RT, 100RU, 100RV, 100RW, 100RX, 100RY, 100RZ, 100SA, 100SB, 100SC, 100SD, 100SE, 100SF, 100SG, 100SH, 100SI, 100SJ, 100SK, 100SL, 100SM, 100SN, 100SO, 100SP, 100SQ, 100SR, 100SS, 100ST, 100SU, 100SV, 100SW, 100SX, 100SY, 100SZ, 100TA, 100TB, 100TC, 100TD, 100TE, 100TF, 100TG, 100TH, 100TI, 100TJ, 100TK, 100TL, 100TM, 100TN, 100TO, 100TP, 100TQ, 100TR, 100TS, 100TT, 100TU, 100TV, 100TW, 100TX, 100TY, 100TZ, 100UA, 100UB, 100UC, 100UD, 100UE, 100UF, 100UG, 100UH, 100UI, 100UJ, 100UK, 100UL, 100UM, 100UN, 100UO, 100UP, 100UQ, 100UR, 100US, 100UT, 100UU, 100UV, 100UW, 100UX, 100UY, 100UZ, 100VA, 100VB, 100VC, 100VD, 100VE, 100VF, 100VG, 100VH, 100VI, 100VJ, 100VK, 100VL, 100VM, 100VN, 100VO, 100VP, 100VQ, 100VR, 100VS, 100VT, 100VU, 100VV, 100VW, 100VX, 100VY, 100VZ, 100WA, 100WB, 100WC, 100WD, 100WE, 100WF, 100WG, 100WH, 100WI, 100WJ, 100WK, 100WL, 100WM, 100WN, 100WO, 100WP, 100WQ, 100WR, 100WS, 100WT, 100WU, 100WV, 100WW, 100WX, 100WY, 100WZ, 100XA, 100XB, 100XC, 100XD, 100XE, 100XF, 100XG, 100XH, 100XI, 100XJ, 100XK, 100XL, 100XM, 100XN, 100XO, 100XP, 100XQ, 100XR, 100XS, 100XT, 100XU, 100XV, 100XW, 100XX, 100XY, 100XZ, 100YA, 100YB, 100YC, 100YD, 100YE, 100YF, 100YG, 100YH, 100YI, 100YJ, 100YK, 100YL, 100YM, 100YN, 100YO, 100YP, 100YQ, 100YR, 100YS, 100YT, 100YU, 100YV, 100YW, 100YX, 100YY, 100YZ, 100ZA, 100ZB, 100ZC, 100ZD, 100ZE, 100ZF, 100ZG, 100ZH, 100ZI, 100ZJ, 100ZK, 100ZL, 100ZM, 100ZN, 100ZO, 100ZP, 100ZQ, 100ZR, 100ZS, 100ZT, 100ZU, 100ZV, 100ZW, 100ZX, 100ZY, 100ZZ

*[Signature]*  
D. J. [Name]

*N. Fairfax*  
(M Fairfax)  
*Leigh Thomas*  
(Leigh Thomas)  
"Fairwater"  
New South Head Road  
Double Bay



SIGNATURE AND SEALS ONLY

*[Handwritten Signature]*  
 Director

*[Handwritten Signature]*  
 Director

*[Handwritten Signature]*  
 Director

140 2000 2000 2000  
 (CONT'D)

7. RESTRICTION ON THE USE OF LAND  
 8. RESTRICTION ON THE USE OF LAND

7. RESTRICTION ON THE USE OF LAND  
 8. RESTRICTION ON THE USE OF LAND

Crown Lands Office Approval

PLAN APPROVED: *[Handwritten Signature]*  
 Approved Official

Land District: *[Handwritten Signature]*  
 Approved

Author: *[Handwritten Signature]*  
 Approved

Consultants Certificate

1. Property description

(a) The northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(b) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(c) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(d) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(e) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(f) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(g) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(h) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(i) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(j) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(k) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(l) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(m) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(n) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(o) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(p) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(q) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(r) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(s) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(t) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(u) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(v) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

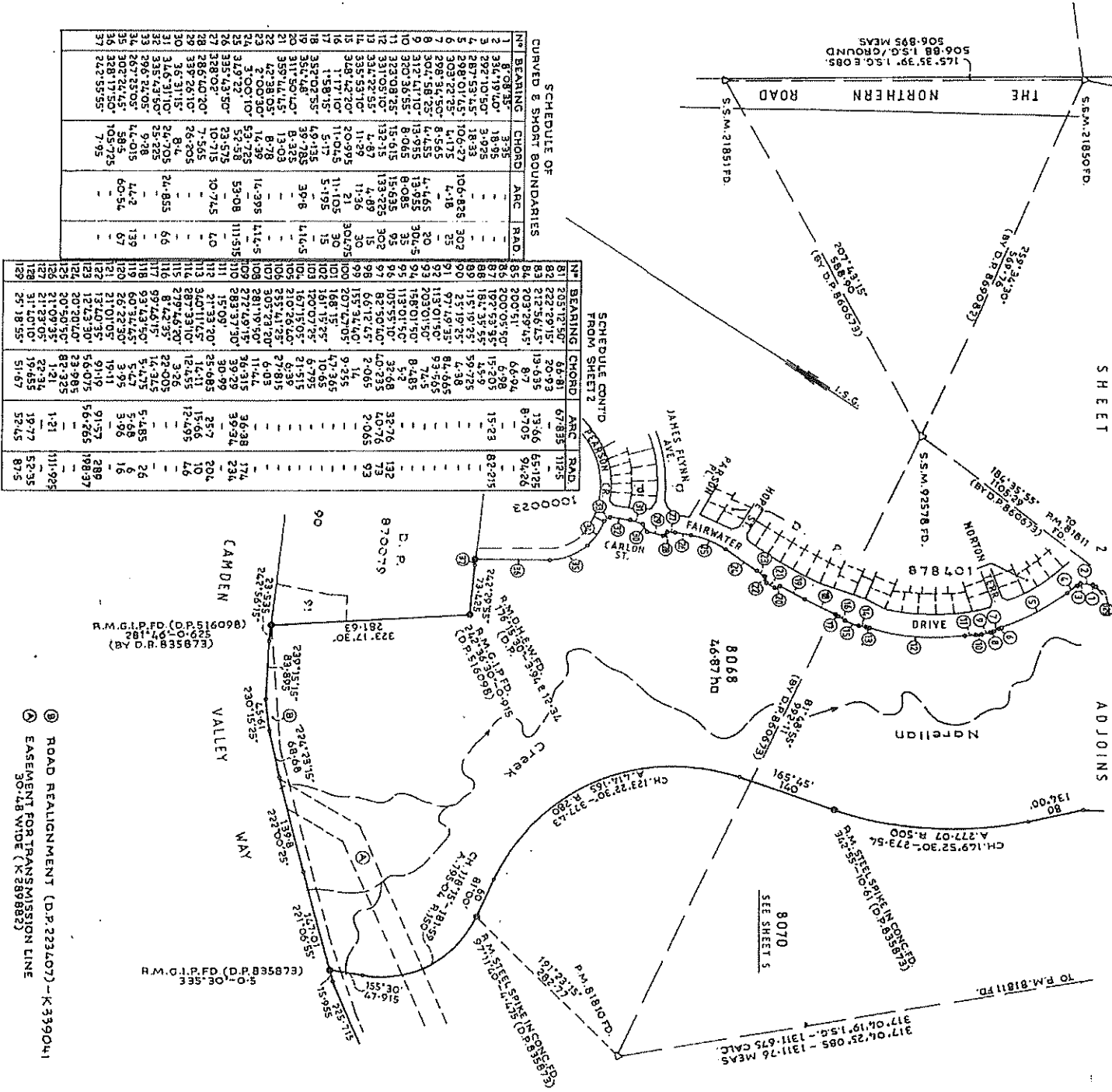
(w) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(x) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(y) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

(z) Part of the northwestern part of the Lot 1002148, 1999 (shown on the map) for the purpose of the proposed subdivision, and

98146



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1002148

CA 10 28/99 OF 21-5-1999

The System TORRENS

Purpose: SUBDIVISION

Part. Map U 7330-4, 5, 6, 7

Lot Plan: DP 835873, D.P.1000632

PLAN OF SUBDIVISION OF LOT 1 IN D.P. 835873 AND LOT 7057 IN D.P. 1000632

Lengths are in metres Reduction Ratio 1:4000

LOA: CAMDEN

Sublocality: HARRINGTON PARK

Parish: NARELLAN

County: CUMBERLAND

This is sheet 1 of my plan in 5 sheets (Over 11 maps).

MICHAEL JOHN GORDON

P.O. BOX 25 CAMPELLTOWN

A notary public under the Statute in force in New South Wales, and a member of the Law Society of New South Wales, is hereby appointed to act as a notary public for the purposes of the Statute in force in New South Wales, and to perform the duties of a notary public in New South Wales.

The above named notary public is appointed to act as a notary public for the purposes of the Statute in force in New South Wales, and to perform the duties of a notary public in New South Wales.

Plans used in preparation of survey/compilation D.P. 835873, D.P. 1000632

PLAN FOR USE ONLY for statements of intention

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD: KINNOR PLACE

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD: MARE COURT AND TELEE ROAD AND THE EXTENSION OF HARRINGTON PARKWAY

IT IS INTENDED TO CREATE LOT 8067 AS PUBLIC RESERVE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

IT IS INTENDED TO CREATE:

- EASEMENT TO DRAIN WATER 1.5 WIDE
- EASEMENT FOR UNDERGROUND CABLES 1 WIDE
- EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- EASEMENT FOR SUPPORT 1 WIDE
- RESTRICTION ON THE USE OF LAND
- RESTRICTION ON THE USE OF LAND

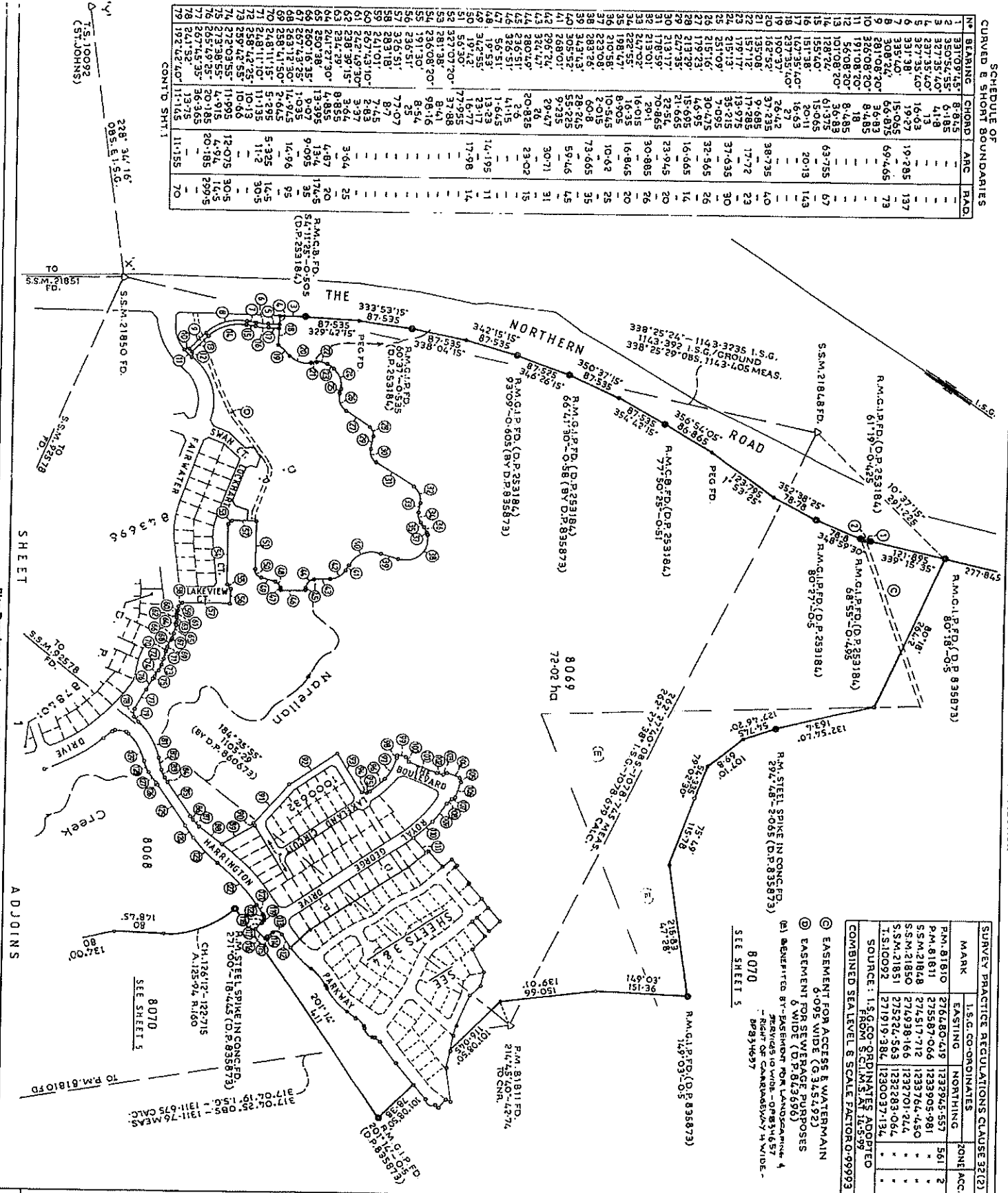
(CONT'D)

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

**SCHEDULE OF CURVED & SHORT BOUNDARIES**

LINE BEARING	CHORD	ARC	RAD.
1 330.07'42"	8.8425	---	---
2 327.35'42"	1.18	---	---
3 327.35'42"	16.03	---	---
4 331.38'	19.285	---	137
5 335.40'	15.065	---	73
6 308.34'	66.813	---	---
7 281.08'20"	36.883	---	---
8 328.08'20"	8.485	---	---
9 35.08'20"	18	---	---
10 35.08'20"	36.883	---	---
11 197.08'20"	8.485	---	---
12 107.08'20"	36.883	---	---
13 107.08'20"	36.883	---	---
14 155.44'	20.032	---	---
15 151.38'	20.032	---	---
16 151.38'	20.032	---	---
17 147.35'40"	16.653	---	---
18 237.35'40"	16.653	---	---
19 190.37'	26.442	---	---
20 162.52'	37.235	---	---
21 135.08'	19.685	---	---
22 135.08'	17.285	---	---
23 135.08'	13.272	---	---
24 135.08'	13.272	---	---
25 251.09'	30.425	---	---
26 215.16'	32.565	---	---
27 179.23'	4.695	---	---
28 213.29'	15.605	---	---
29 247.35'	21.665	---	---
30 213.17'	22.54	---	---
31 178.59'	70.865	---	---
32 247.02'	16.015	---	---
33 213.01'	20.1	---	---
34 168.57'	10.335	---	---
35 168.57'	10.335	---	---
36 210.58'	10.335	---	---
37 223.08'	60.8	---	---
38 283.26'	28.245	---	---
39 34.34.3	55.235	---	---
40 305.52'	9.235	---	---
41 268.01'	55.235	---	---
42 296.74'	29.47	---	---
43 324.47'	28	---	---
44 280.79'	20.835	---	---
45 236.51'	2.6	---	---
46 236.51'	4.115	---	---
47 16.53'	13.645	---	---
48 16.53'	13.645	---	---
49 34.255'	23.17	---	---
50 19.42'	16.77	---	---
51 5.630'	77.955	---	---
52 327.07'20"	37.88	---	---
53 281.38'	8.41	---	---
54 236.08'20"	98.16	---	---
55 191.30'	8.54	---	---
56 236.51'	25	---	---
57 326.51'	77.07	---	---
58 283.18'	8.7	---	---
59 54.01'10"	7.445	---	---
60 52.74'20"	5.855	---	---
61 281.39'15"	3.64	---	---
62 281.39'15"	3.64	---	---
63 234.79'	8.855	---	---
64 247.27'30"	4.855	---	---
65 250.38'	13.395	---	---
66 260.16'35"	9.07	---	---
67 267.43'25"	1.935	---	---
68 268.11'30"	14.96	---	---
69 268.11'30"	14.96	---	---
70 268.11'30"	5.325	---	---
71 268.11'30"	5.325	---	---
72 258.42'25"	10.13	---	---
73 258.42'25"	10.13	---	---
74 273.03'55"	11.995	---	---
75 273.03'55"	11.995	---	---
76 265.49'25"	4.915	---	---
77 267.45'35"	20.185	---	---
78 271.52'	36.365	---	---
79 192.62'40"	11.165	---	---
80 11.155'	11.155	---	---
81 70'	70	---	---



MARK	EASTING	NORTHING	ZONE	ACC
P.M. 81810	276480.419	1232945.557	561	2
P.M. 81811	275587.066	1233905.981	561	3
S.S.M. 21848	274517.712	1233764.450	561	3
S.S.M. 21850	274938.166	1232701.924	561	3
S.S.M. 21851	275264.563	1232283.064	561	3
T.S.10092	271919.384	1230037.134	561	3

SOURCE: I.S.G. POINTS ADAPTED FROM PLAN 1002148  
 COMBINED SEA LEVEL & SCALE FACTOR 0.99993

ESASEMENT FOR ACCESS & WATERMAIN  
 0.095 WIDE (C/S 345.492)  
 EASTMENT FOR SEWERAGE PURPOSES  
 0 WIDE (C/P 0.2690)  
 (a) ASSESSMENT BY: [Signature]  
 (b) ASSESSMENT FOR LANDSCAPING & PLANTING  
 - RICH OF CARPENTRY & WOODWORK  
 8070  
 SEE SHEET 5

DP1002148

Registered 31.5.1999

This is a plan 2 of 5 pages 5 sheets  
 dated 16.5.99

General Manager/Authorized Person

For all other details see schedule of any point on plan  
 Form 2

Revision Data: 4,000

Supervisor's reference: 98146

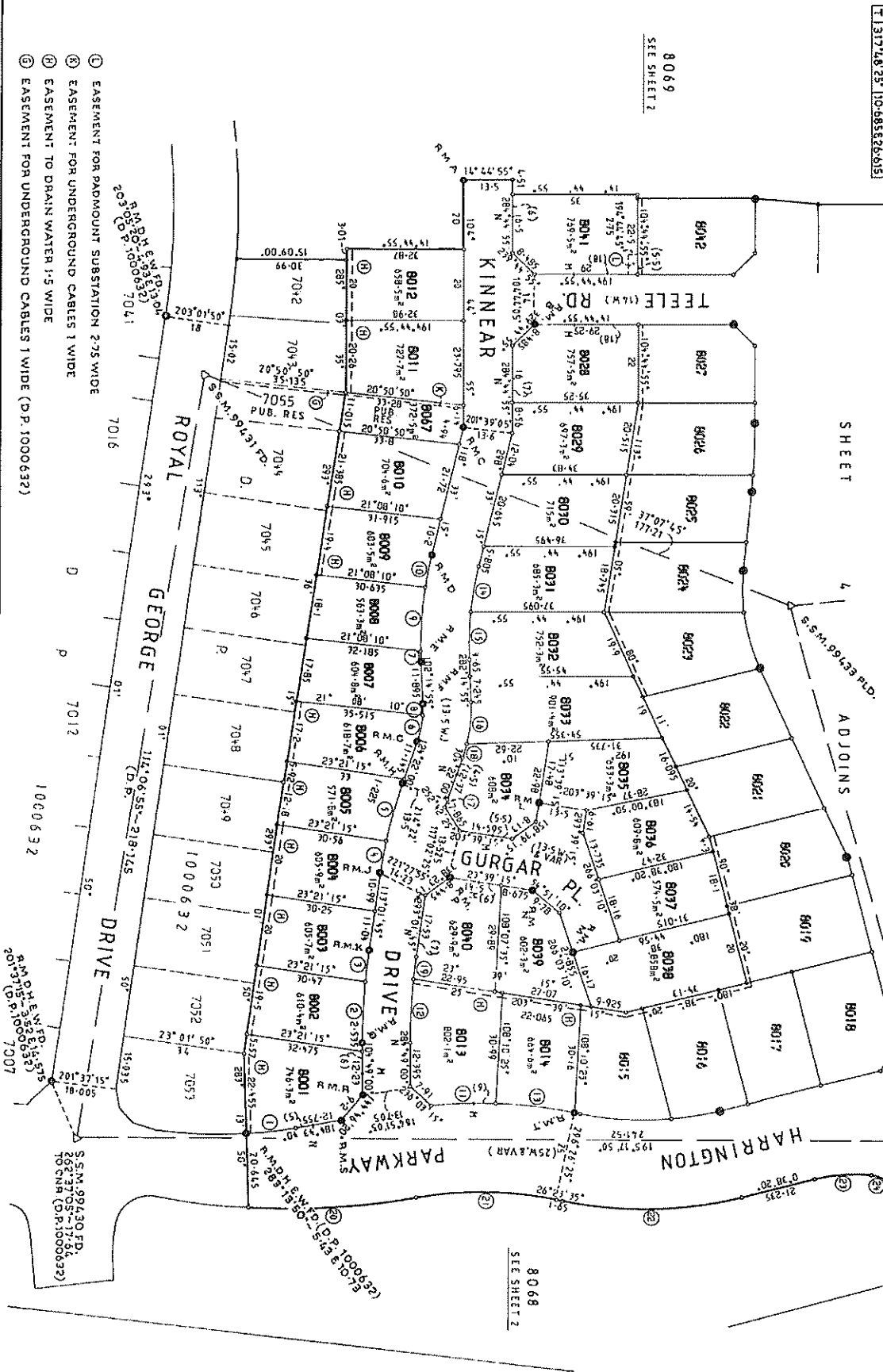


REFERENCE MARKS  
 DRILL HOLES & WINGS IN KERB

NO	BEARING	DIST
A	194°44.55'	3.48 E 9.72
B	104°44.55'	3.82 E 10.05
C	201°39.05'	3.15 E 9.905
D	208°33.15'	3.615 E 9.80
E	192°14.55'	3.615 E 9.825
F	192°14.55'	3.62 E 9.77
G	214°42'	3.615 E 9.71
H	221°47.55'	3.615 E 10.015
I	221°47.55'	3.615 E 10.39
J	221°47.55'	3.615 E 10.765
K	221°47.55'	3.615 E 11.14
L	221°47.55'	3.615 E 11.515
M	122°00'	6.205 E 16.67
N	83°41.15'	3.615 E 8.75
O	117°02.25'	3.615 E 8.75
P	194°49'	3.57 E 8.835
Q	184°51.05'	3.675 E 10.045
R	184°51.05'	3.57 E 9.798
S	233°50.40'	3.57 E 9.798
T	317°48.25'	10.685 E 26.615

SCHEDULE OF CURVED BOUNDARIES

NO	BEARING	CHORD	ARC	RADIUS	NO	BEARING	CHORD	ARC	RADIUS
1	188°07'50"	13.82	13.93	117.25	10	116°07'30"	9.3	9.325	108.73
2	107°30'00"	17.08	17.08	181.75	11	182°38'45"	17.505	17.92	188.75
3	111°37'05"	8.965	8.965	181.75	12	287°51'50"	17.885	18.282	188.25
4	111°59'20"	9.01	9.015	181.75	13	201°30'03"	28	28.022	137.007
5	128°39'20"	17.035	17.035	131.25	14	204°32'30"	13.05	13.06	93.25
6	118°35'15"	7.685	7.67	108.75	15	288°23'25"	13.44	13.475	93.25
7	107°02'35"	2.85	2.85	108.75	16	280°31'25"	11.8	11.8	41.75
8	103°35'25"	3.175	3.175	288.25	17	303°47'30"	2.38	2.38	41.75
9	108°11'55"	18.1	18.12	108.75	18	301°32'30"	4.115	4.115	118.25
					19				118.25
					20				118.25
					21				118.25
					22				118.25
					23				118.25
					24				118.25
					25				118.25
					26				118.25
					27				118.25
					28				118.25
					29				118.25
					30				118.25
					31				118.25
					32				118.25
					33				118.25
					34				118.25
					35				118.25
					36				118.25
					37				118.25
					38				118.25
					39				118.25
					40				118.25
					41				118.25
					42				118.25
					43				118.25
					44				118.25
					45				118.25
					46				118.25
					47				118.25
					48				118.25
					49				118.25
					50				118.25



Registered DP1002148

Date of Plan: 31.5.1999

Drawn: 14.5.99

Checked: [Signature]

Surveyor: [Signature]

Scale: 1:500

Production Ref: 800

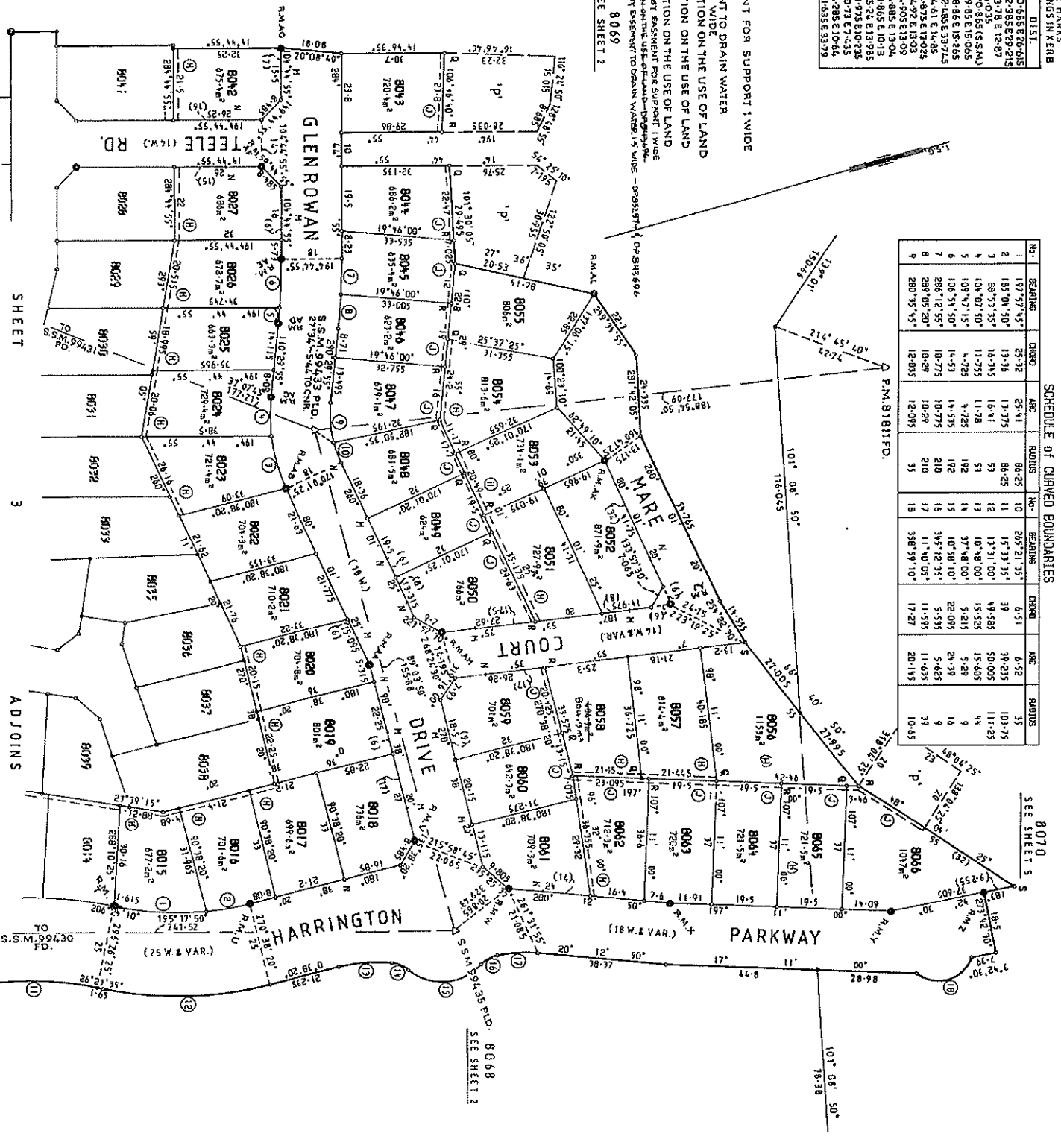
Surveyors Reference: 98146

REFERENCE MARKS  
 DRILL HOLES & WINDSTICK MARKS

No	BEARING	DIST.
1	317°48'25"	10.585 E 20.615
2	310°11'35"	12.585 E 29.215
3	178°23'50"	3.78 E 12.87
4	329°43"	50.865 (S.M.)
5	288°11'40"	9.955 E 15.065
6	280°26'50"	8.665 E 15.265
7	337°00'30"	12.485 E 33.745
8	166°59'30"	4.61 E 14.85
9	170°01'25"	4.875 E 13.925
10	200°29'55"	4.905 E 13.09
11	192°44'55"	4.885 E 13.04
12	216°30'30"	5.24 E 13.985
13	288°24'30"	5.73 E 10.735
14	160°17'35"	4.285 E 10.94
15	295°32'11"	21.955 E 33.73

SCHEDULE of CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	197°57'45"	35.32	25.41	86.25	10	265°21'35"	6.51	6.52	35
2	185°01'50"	19.36	13.7375	86.25	11	157°31'35"	39	38.935	103.75
3	88°53'55"	16.385	16.41	53	12	113°11'00"	49.585	50.005	111.25
4	104°07'50"	11.725	11.725	53	13	107°18'00"	15.523	15.605	44
5	104°47'15"	4.725	4.725	192	14	37°18'00"	5.215	5.29	9
6	106°51'50"	14.53	10.775	192	15	107°18'10"	24.39	24.625	16
7	286°12'55"	10.775	10.775	210	16	345°12'35"	5.533	5.625	9
8	280°35'45"	10.035	10.285	210	17	11°40'05"	11.593	11.635	39
9					18	358°59'10"	17.27	20.115	10.45



- ⊕ EASEMENT FOR SUPPORT 1 WIDE
  - ⊖ EASEMENT TO DRAIN WATER
  - ⊙ 1.5 WIDE
  - M-N RESTRICTION ON THE USE OF LAND
  - Q-R RESTRICTION ON THE USE OF LAND
  - R-S RESTRICTION ON THE USE OF LAND
  - ⊙ RESTRICTION ON THE USE OF LAND 1 WIDE
  - ⊙ RESTRICTION ON THE USE OF LAND 1.5 WIDE
  - (\*) ADJACENT TO EASEMENT TO DRAIN WATER 1.5 WIDE
  - (\*) ADJACENT TO EASEMENT TO DRAIN WATER 1.5 WIDE
- SEE SHEET 2  
 B 0.69

Plan Drawing only to appear in this space  
 SURVEYORS REFERENCE: 98116.6

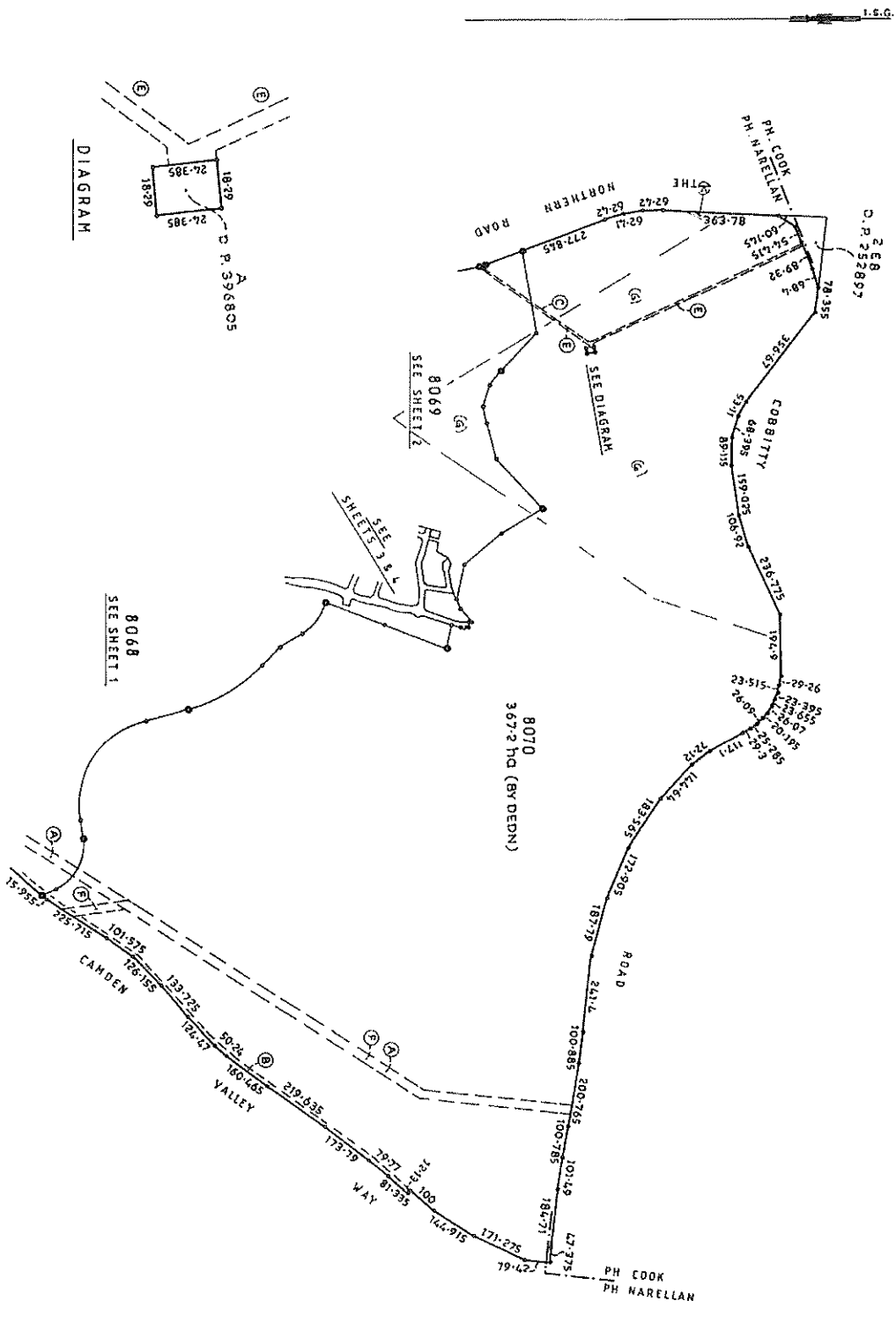
DP1002148

Registered  
 31-5-1999  
 14.5.99  
 Survey Registered under Surveyors Act 1999

This is a plan  
 of the land of  
 and is covered by my Certificate No. 0199  
 of 1999

General Manager/Authorised Person

AREA LOT 8058 AMENDED IN LTO AT SURVEYORS REQUEST VIDE 3707/99 & 177/999  
 DESIGNATION OF CLARIFIED IN LTO VIDE 227/00 & 332/000



- (A) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (K 289882)
- (B) ROAD REALIGNMENT (D.P. 223407) - K 339904
- (C) EASEMENT FOR ACCESS PIPELINE WATERMAIN 6.095 WIDE (G 345492)
- (D) EASEMENT FOR ACCESS & WATERMAIN 6.095 WIDE (G 415749)
- (E) EASEMENT FOR TRANSMISSION LINE 30 WIDE (P 832797)
- (F) BENEFITED BY - EASEMENT FOR LANDSLIPPING & SERVICES 10 WIDE - DP 54657
- (K) LAND EXCLUDES MINERALS - SEE CROWN GRANT

DP1002148

Registered 31.5.1999

Total area 5 sheets  
14.5.99

*Michael G. K.*

Survey registered under Surveyors Act 1929  
This sheet 5 of the plan of 5  
areas covered by my Certificate No. 28  
of 1999

*[Signature]*

General Manager/ Licensed Person

For use in this state as a multi-copy in any part of Plan Form 2

Reduction Ratio 1:10 000

SURVEYORS REFERENCE 98146

Plan Drawing only to appear in this space

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

Lengths are in metres

(Sheet 1 of 9 sheets)

**DP1002148**

Plan of Subdivision of  
Lot 1 in D.P.835873 and Lot 7057 in  
D.P.1000632

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Marwick  
45 Clarence Street  
SYDNEY NSW 2000

PART 1

1. Identity of easement firstly referred  
to in abovementioned plan

Easement to drain water  
1.5 wide

Schedule of lots etc. affected

Lots burdened

Lots benefited

8001  
8002  
8003  
8004  
8005  
8006  
8009  
8010  
8011  
8012  
8013  
  
8014  
8015  
8016  
8017  
8019  
8020  
8023  
8024  
8025  
8026  
8027  
8042  
8051  
8053  
8054

8002, 8003, 8004, 8005, 8006, 8007  
8003, 8004, 8005, 8006, 8007  
8004, 8005, 8006, 8007  
8005, 8006, 8007  
8006, 8007  
8007  
8008  
8008, 8009  
8012, 8069  
8069  
8014, 8015, 8016, 8017, 8019, 8020,  
8021, 8039  
8015, 8016, 8017, 8019, 8020, 8021  
8016, 8017, 8019, 8020, 8021  
8017, 8019, 8020, 8021  
8019, 8020, 8021  
8020, 8021  
8021  
8022  
8022, 8023  
8022, 8023, 8024  
8022, 8023, 8024, 8025  
8022, 8023, 8024, 8025, 8026  
8069  
8053, 8054, 8055  
8054, 8055  
8055



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

Lengths are in metres

(Sheet 2 of 9 sheets)

**DP1002148**

Plan of Subdivision of  
Lot 1 in D.P.835873 and Lot 7057 in  
D.P.1000632

PART 1 (CONTINUED)

Schedule of lots etc. affected

Lots burdened

8057  
8058  
8062

Lots benefited

8056  
8056, 8057  
8056, 8057, 8058

2. Identity of easement secondly referred  
to in abovementioned plan

Easement for underground  
cables 1 wide

Schedule of lots etc. affected

Lot burdened

8067

Authority benefited

Integral Energy Australia

3. Identity of easement thirdly referred  
to in abovementioned plan

Easement for padmount substation 2.75  
wide

Schedule of lots etc. affected

Lot burdened

8041

Authority benefited

Integral Energy Australia

4. Identity of easement fourthly referred  
To in abovementioned plan

Easement for support 1 wide

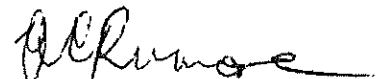
Schedule of Lots etc. affected

Lots burdened

8043  
8044  
8045  
8046  
8047  
8048  
8049  
8050

Lots benefited

part 8069 designated P on the plan  
part 8069 designated P on the plan  
8055, part 8069 designated P on the plan  
8054, 8055  
8054  
8053, 8054  
8053, 8051  
8051



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

Lengths are in metres

(Sheet 3 of 9 sheets)

**DP1002148**

Plan of Subdivision of  
Lot 1 in D.P.835873 and Lot 7057 in  
D.P.1000632

**PART 1 (CONTINUED)**

Lots burdened

Lots benefited

8059  
8060  
8062  
8063  
8064  
8065  
8066

8058  
8058  
8057, 8058  
8057  
8056  
8056  
8056, part 8070 designated P on the plan

5. Identity of restriction fifthly referred  
to in abovementioned plan

Restriction on the use of  
land

Schedule of lots etc. affected

Lots burdened

Authority benefited

8001, 8013, 8018, 8019,  
8020, 8027, 8028, 8034,  
8040, 8041, 8042, 8048,  
8049, 8050, 8052, 8059, 8061

Camden Council

6. Identity of restriction sixthly referred  
to in abovementioned plan

Restriction on the use of  
land


Schedule of lots. etc affected

Lots burdened

Lots benefited

Each lot except  
8067, 8068, 8069, 8070

Every other lot except  
8067, 8068, 8069, 8070



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

Lengths are in metres

(Sheet 4 of 9 sheets)

**DP1002148**

Plan of Subdivision of  
Lot 1 in D.P.835873 and Lot 7057 in  
D.P.1000632

**PART 1 (CONTINUED)**

7. Identity of restriction seventhly referred  
To in abovementioned plan

Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

8001 – 8042 inclusive  
8052, 8061

Lots benefited

Every other lot except  
8067, 8068, 8069, 8070

8. Identity of restriction eighthly referred  
To in abovementioned plan

Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

8043 – 8051 inclusive  
8053 – 8060 inclusive  
8062 – 8066 inclusive

Lots benefited

every other lot except 8067, 8068  
8069, 8070

**PART 2**

1. Terms of easement firstly referred to in abovementioned plan

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

CAMDEN COUNCIL

2. Terms of easement secondly referred to in the abovementioned plan

The terms of the easement for Underground Cables set out in memorandum number 3021851 are incorporated in this document.

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

The terms of the easement for Padmount Substation set out in memorandum number 3021852 are incorporated in this document.



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

Lengths are in metres

(Sheet 5 of 9 sheets)

**DP1002148**

Plan of subdivision of Lot 1 in  
DP835873 and Lot 7057 in  
D.P.1000632

**PART 2 (CONTINUED)**

4. Terms of easement fourthly referred to in abovementioned plan

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

CAMDEN COUNCIL

5. Terms of restriction fifthly referred to in abovementioned plan

Vehicular ingress and egress shall not be gained to or from the lot across the boundary marked M'-N' on the plan without the prior written consent of the Council of Camden or otherwise than in strict compliance with such conditions as that Council may impose.

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

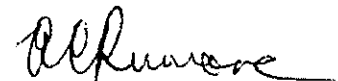
CAMDEN COUNCIL

6. Terms of restriction sixthly referred to in abovementioned plan

1. No building shall be erected or permitted to remain on any lot burdened other than a building constructed having external walls of brick and/or rendered brick and/or brick veneer and/or stone and/or concrete and/or glass and/or fibre cement and/or seamless textured coated materials approved by Dandaloo Pty Limited ("Dandaloo") PROVIDED THAT the proportion of stone and/or concrete and/or glass shall not be more than twenty-five percent (25%) of the total area of the external walls. Timber shall not be used except in conjunction with the abovementioned materials and the proportion of timber shall not exceed ten percent (10%) of the total area of the external walls.

Fibre cement shall not be used in external walls of such building, except in the walls of the upper storey where the proportion of fibre cement shall not exceed fifty percent (50%) of the total area of the external walls of the upper storey and only if fibre cement is used in accordance with acceptable composite construction principals. For the purposes of this provision, "acceptable composite construction principals" shall mean an approach to dwelling design and construction which uses a mixture of construction materials which, in the reasonable opinion of Dandaloo, could be such as to optimise efficiency, cost effectiveness and aesthetics of the dwelling.

- 2.(a) No main building shall be erected or permitted to remain on any lot burdened having an area greater than nine hundred square metres (900m<sup>2</sup>) unless such main building has a minimum floor area greater than two hundred and ten square metres (210m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.





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

Lengths are in metres

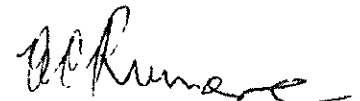
(Sheet 6 of 9 sheets)

**DP1002148**

Plan of subdivision of Lot 1 in  
DP835873 and Lot 7057 in  
D.P.1000632

**PART 2 (CONTINUED)**

- (b) No main building shall be erected or permitted to remain on any lot burdened having an area less than nine hundred square metres (900m<sup>2</sup>) but greater than six hundred square metres (600m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and eighty square metres (180m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (c) No main building shall be erected or permitted to remain on any lot burdened having an area less than six hundred square metres (600m<sup>2</sup>) but greater than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and fifty square metres (150m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (d) No main building shall be erected or permitted to remain on any lot burdened having an area less than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and twenty square metres (120m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
3. No dual occupancies shall be erected on any lot burdened.
4. No main building shall be erected without at least an enclosed single car garage (with front tilt, panel or roller door) with the same not being constructed of materials other than those being the same as the building materials used in the main dwelling.
5. No main building shall be erected or permitted to remain on any lot burdened except where it is constructed with a roof consisting of tile (cement or clay), slate, terracotta, colour-bonded material in a colour approved by Dandaloo or shingle material.
6. No building shall be erected or permitted to remain on any lot burdened except where it is constructed of new materials unless otherwise approved by Dandaloo.
7. No existing dwelling house or any other structure existing as at the date hereof shall be placed, re-erected, re-constructed or permitted to remain on any lot burdened.
8. No structure of a temporary or relocatable character, basement, tent, shack, garage, trailer, campervan or caravan shall be used at any time as a dwelling or residence on any lot burdened.
9. No commercial activity shall be conducted or carried out on any lot burdened without the approval of Dandaloo.



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

Lengths are in metres

(Sheet 7 of 9 sheets)

**DP1002148**

Plan of subdivision of Lot 1 in  
DP835873 and Lot 7057 in  
D.P.1000632

**PART 2 (CONTINUED)**

10. No building shall be erected or made on, in or over the lot hereby burdened or any part hereof unless plans, elevations and a schedule of materials (and where the proposed building is to be other than unpainted brickwork, a colour sample or samples) sufficient to fully outline, detail and particularise the building or structure have received the prior written approval of Dandaloo.
11. No childminding centre, day care centre, preschool, long day care centre, kindergarten, occasional childminding centre or such other like childminding facility or activity will be conducted or carried out on any lot burdened.
12. No lot burdened shall be used for the raising, breeding or keeping of any insects, reptiles, animals, livestock or poultry provided that this restriction shall not prevent the keeping of two domestic pets.
13. No external advertisement sign, hoarding (except those required by law to be erected) or "for sale" sign shall be erected, constructed or displayed without the prior written approval of Dandaloo.
14. No trucks or commercial vehicles over three (3) tonnes shall be parked on any lot burdened. No unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any lot hereby burdened closer to the street adjoining such lot than the house building line as fixed by Camden Council. No trucks, commercial vehicles, unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any street, public area, footpath or public reserve adjoining or in the vicinity of any lot burdened.
15. No satellite dish or other electronic signal receiving device other than a free to air TV antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to Dandaloo and Dandaloo has given its written consent to the construction of such satellite dish or electronic signal receiving device.
16. No building erected on any Lot burdened shall be used as a display or exhibition home or otherwise than as a private residence.
17. No fence shall be constructed or erected on any Lot burdened forward of the house building line as fixed or prescribed from time to time by Camden Council provided that the provisions of this Restriction shall not preclude side boundary fencing on any allotment located on the corner of a street or streets where such side fencing is approved by Camden Council.
18. The terms of all the covenants hereby created shall expire and be of no further force and effect from the date expiring ten (10) years after the date of registration of the deposited plan pursuant to which these covenants are created.



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

Lengths are in metres

(Sheet 8 of 9 sheets)

DP1002148

Plan of subdivision of Lot 1 in  
DP835873 and Lot 7057 in  
D.P.1000632

**PART 2 (CONTINUED)**

19. In respect of any of the covenants where the consent of Dandaloo is required, such consent can be given by any person or corporation nominated or appointed by Dandaloo for such purpose or any attorney of Dandaloo having power in that regard.
20. Should the terms of any covenant hereby created or any part thereof be found to be invalid or unenforceable, then the same shall be severed and such invalidity or unenforceability shall not affect the terms of any of the other covenants hereby created or any parts thereof which are valid and enforceable.

Person having power to release vary or modify the restriction sixthly referred to in the abovementioned plan.

**DANDALOO PTY LIMITED**

7. Terms of restriction seventhly referred to in the abovementioned plan

- (a) No fencing shall be erected or permitted to remain on any lot burdened unless it shall be 1.8 metres in height and unless it shall be constructed of lapped and capped type paling fence material, brushwood, stone, brick or colour bonded material (in such colour as is approved by Dandaloo) or such other materials as are approved by Dandaloo.
- (b) No fencing shall be erected on each lot burdened to divide it from any adjoining land owned by Dandaloo without the consent of Dandaloo or its successors other than purchaser on sale but such consent shall not be withheld if such fencing is erected without expense to Dandaloo or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected **PROVIDED HOWEVER** that this covenant in regard to fencing shall be binding on a purchaser, his executors or administrators and assigns only during ownership of the said adjoining lands by Dandaloo other than purchaser on sale.
- (c) No corner allotment shall have any side boundary fronting a street or reserve unfenced nor fenced in any material other than 1.5 metres high colour bonded material coloured rivergum with a 300 millimetre high colour bonded open trellised panel coloured rivergum totalling 1.8 metres in height and in accordance with details approved by Dandaloo.



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

Lengths are in metres

(Sheet 9 of 9 sheets)

**DP1002148**

Plan of subdivision of Lot 1 in  
DP835873 and Lot 7057 in  
D.P.1000632

**PART 2 (CONTINUED)**

- (d) No corner allotment shall have any side boundary fronting any street or reserve unlandscaped nor shall such side boundary be landscaped other than in accordance with landscaping plans approved in writing by Dandaloo.

Person having power to release vary or modify the restriction seventhly referred to in the abovementioned plan.

**DANDALOO PTY LIMITED**

8. Terms of restriction eighthly referred to in the abovementioned plan

- (a) No fencing shall be erected or permitted to remain on any lot burdened unless it shall be 1.8 metres in height and unless it shall be constructed of lapped and capped type paling fence material, brushwood, stone, brick or colour bonded material (in such colour as is approved by Dandaloo) or such other materials as are approved by Dandaloo.
- (b) No allotment with a boundary marked Q-R on the plan shall be unfenced nor fenced in any material other than 1.5 metres high colour bonded material coloured rivergum with a 300 millimetre high colour bonded open trellised panel coloured rivergum totalling 1.8 metres in height and in accordance with details approved by Dandaloo.
- (c) No allotment with a boundary marked R-S on the plan shall be unfenced nor fenced in any material other than 1.2 metres high lapped and capped solid treated pine unpainted timber fence with a maximum height of 1.8 metres with the additional 600 millimetre section being of an open nature.

Person having power to release vary or modify the restriction eighthly referred to in the abovementioned plan.

**DANDALOO PTY LIMITED**



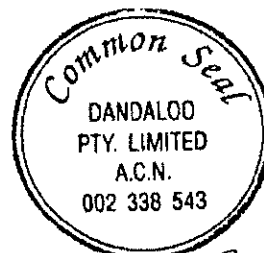
Taylor Waddell (Australia) Pty Limited  
100 Pitt Street Sydney  
Company Chartered to provide services to  
the NSW Government

*[Handwritten signature]*

F:\wp6\document\88b\hp8

*[Handwritten signature]*  
Mortgagee

100 Pitt Street, Sydney



*[Handwritten signature]*  
Director

*[Handwritten signature]*  
Mortgagee

PLAN FORM 2  
 SIGNATURE AND SEALS ONLY



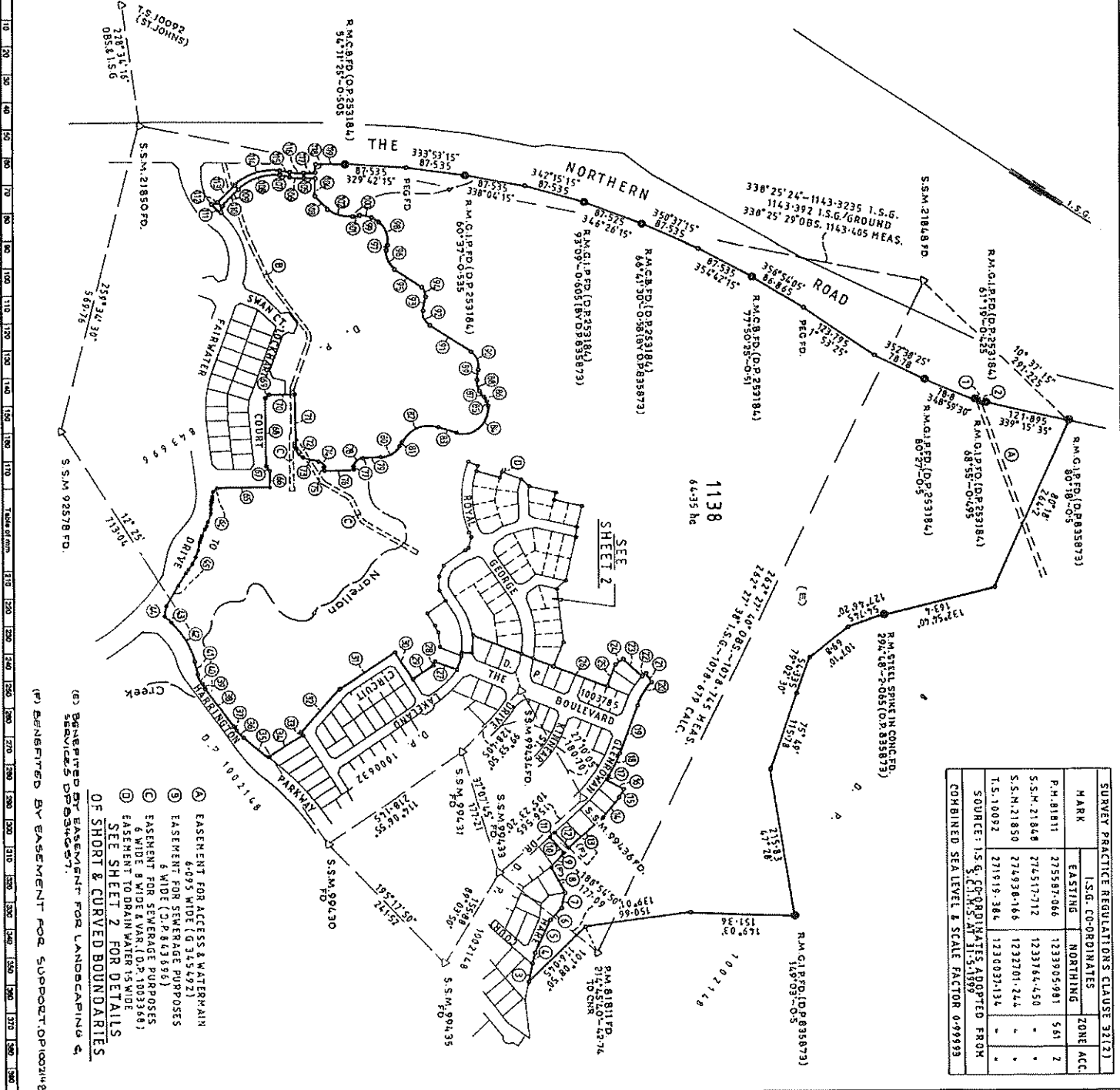
*Handwritten notes and signatures*

**CROWN LANDS OFFICE APPROVAL**  
 Approved Officer: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Council Certificate No. \_\_\_\_\_

**PLANNING APPROVAL**  
 Approved Officer: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Council Certificate No. \_\_\_\_\_

SURVEY PRACTICE REGULATIONS CLAUSE 32(2)				
MARK	EASTING	NORTHING	ZONE	ACC.
P.H. 81811	275587.066	1233905.981	561	Z
S.S.M. 21868	274517.712	1233764.450	-	-
S.S.M. 21850	274836.166	1232701.244	-	-
T.S. 10092	271919.384	1230037.134	-	-

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM  
 I.S.G. CO-ORDINATES AT 11.5.1999  
 COMBINED SEA LEVEL & SCALE FACTOR 0.999933



**PLAN**  
 OF SUBDIVISION OF  
 9048 IN D.P. 1003785

**LGA:** CAMDEN  
**Suburb/Locality:** HARRINGTON PARK  
**Park:** NARELLAN  
**County:** CUMBERLAND

This is sheet 1 of my plan in 2 sheets  
 (Overall 1:10000)

**1. MICHAEL JOHN GORDON**  
 (Overall 1:10000)  
 P.O. BOX 25 CAMPBELLTON

I am a registered surveyor under the Survey Act 1988. I have prepared this plan in accordance with the Survey Practice Regulations 1988 and was issued on 19.8.1999.

The area shown is: LOTS 1101 TO 1138

(Please specify the kind, quality, amount or extent of any third person's right over the land that is not the subject of the survey)

(Signature) *Michael John Gordon*  
 Surveyor registered under the Survey Act 1988  
 25 Campbellton NSW 2570

Plans used in preparation of survey/compilation  
 D. 9. 1003785

**DRAWING FOR USE ONLY for statements of intention to change public roads to create public reserves, drainage reserves, easements, reallocations on the use of land or positive covenants.**

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:  
 BUNDELL STREET  
 LORD ELDON DRIVE  
 MCLENNON CIRCUIT  
 AND THE EXTENSION OF  
 LAKELAND CIRCUIT AND  
 ROYAL GEORGE DRIVE

PERMIT TO SECTION 88B OF THE CONVEYANCE ACT 1919  
 IT IS INTENDED TO CREATE:  
 1. EASEMENT TO DRAIN WATER 15 WIDE  
 2. RESTRICTION ON THE USE OF LAND  
 3. RESTRICTION ON THE USE OF LAND

**EASEMENT FOR ACCESS & WATERMAIN** 6.095 WIDE (G 3454921)  
**EASEMENT FOR SEWERAGE PURPOSES** 6 WIDE (C.P. 843 898)  
**EASEMENT FOR SEWERAGE PURPOSES** 6 WIDE 8 WIDE & VAR. (D.P. 1003368)  
**EASEMENT TO DRAIN WATER 15 WIDE**  
**SEE SHEET 2 FOR DETAILS**  
**OF SHORT & CURVED BOUNDARIES**

(a) SERVICES BY EASEMENT FOR LANDSCAPING & SERVICES BY EASEMENT.  
 (b) SERVICES BY EASEMENT FOR LANDSCAPING & SERVICES BY EASEMENT.  
 (c) SERVICES BY EASEMENT FOR LANDSCAPING & SERVICES BY EASEMENT.  
 (d) SERVICES BY EASEMENT FOR LANDSCAPING & SERVICES BY EASEMENT.

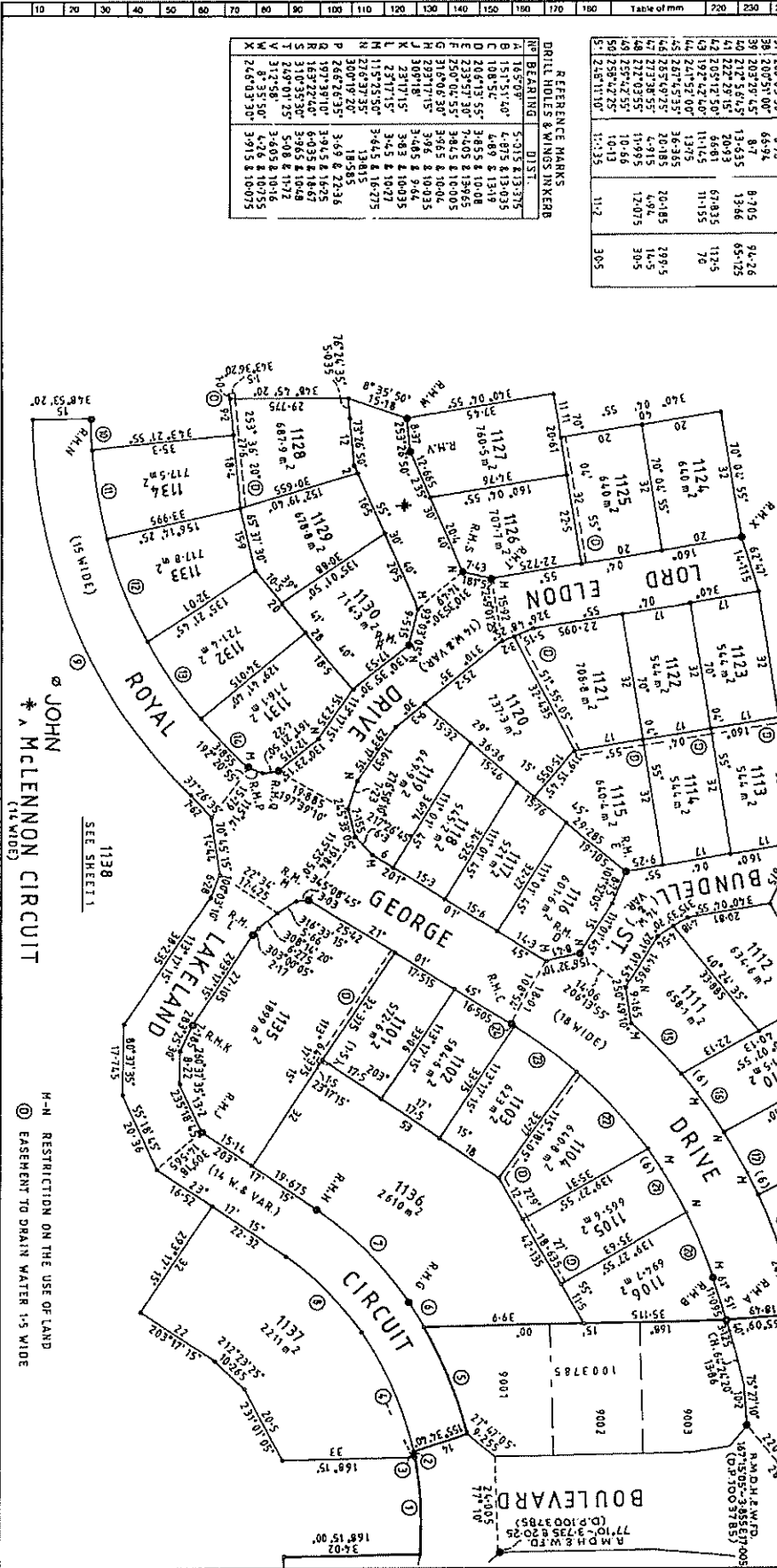
**WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION**

SCHEDULE OF CURVED & SHORT BOUNDARIES ( SHEET 1 )

HP BEARING	CHORD	ARC	RAD.	HP BEARING	CHORD	ARC	RAD.	HP BEARING	CHORD	ARC	RAD.
2	330.00	4.812	1.571	10	217.00	3.122	1.000	2	330.00	4.812	1.571
3	260.00	3.700	1.166	11	180.00	2.513	0.785	3	260.00	3.700	1.166
4	220.00	3.142	0.873	12	150.00	2.094	0.598	4	220.00	3.142	0.873
5	180.00	2.513	0.698	13	120.00	1.675	0.454	5	180.00	2.513	0.698
6	140.00	1.884	0.523	14	90.00	1.256	0.309	6	140.00	1.884	0.523
7	100.00	1.256	0.354	15	60.00	0.837	0.165	7	100.00	1.256	0.354
8	60.00	0.628	0.177	16	30.00	0.418	0.082	8	60.00	0.628	0.177
9	20.00	0.189	0.054	17	15.00	0.209	0.041	9	20.00	0.189	0.054
10	10.00	0.094	0.027	18	7.50	0.104	0.021	10	10.00	0.094	0.027
11	5.00	0.047	0.013	19	3.75	0.052	0.010	11	5.00	0.047	0.013
12	2.50	0.023	0.007	20	1.87	0.026	0.005	12	2.50	0.023	0.007
13	1.25	0.012	0.003	21	0.94	0.013	0.002	13	1.25	0.012	0.003
14	0.625	0.006	0.002	22	0.47	0.006	0.001	14	0.625	0.006	0.002
15	0.312	0.003	0.001	23	0.23	0.003	0.000	15	0.312	0.003	0.001
16	0.156	0.002	0.000	24	0.12	0.001	0.000	16	0.156	0.002	0.000
17	0.078	0.001	0.000	25	0.06	0.000	0.000	17	0.078	0.001	0.000
18	0.039	0.000	0.000	26	0.03	0.000	0.000	18	0.039	0.000	0.000
19	0.019	0.000	0.000	27	0.02	0.000	0.000	19	0.019	0.000	0.000
20	0.009	0.000	0.000	28	0.01	0.000	0.000	20	0.009	0.000	0.000
21	0.005	0.000	0.000	29	0.00	0.000	0.000	21	0.005	0.000	0.000
22	0.002	0.000	0.000	30	0.00	0.000	0.000	22	0.002	0.000	0.000
23	0.001	0.000	0.000	31	0.00	0.000	0.000	23	0.001	0.000	0.000
24	0.000	0.000	0.000	32	0.00	0.000	0.000	24	0.000	0.000	0.000

REFERENCE MARKS  
 DRILL HOLES & WINGS IN KERN

NO	BEARING	DIST.
A	5-015 & 13-315	
B	15-150	
C	108-50	
D	210-15	
E	225-15	
F	255-15	
G	270-15	
H	285-15	
I	300-15	
J	315-15	
K	330-15	
L	345-15	
M	360-15	
N	375-15	
O	390-15	
P	405-15	
Q	420-15	
R	435-15	
S	450-15	
T	465-15	
V	480-15	
W	495-15	
X	510-15	



Plan Drawing only to appear in this space

H-N RESTRICTION ON THE USE OF LAND  
 (16 WIDE) EASEMENT TO DRAIN WATER 1-5 WIDE

REDUCTION RATIO - 800

SURVEYORS REFERENCE: 98243

ADDITION MADE IN L.T.O. AT SURVEYORS REQUEST VIDE 3507/99 6/10/99

DP1005872

Registered 15-9-1999

Plan Form 2 of plan 2

19-8-1999

Surveyed and registered under Strata Act 1988

Drawn by: [Signature]

Checked by: [Signature]

Approved by: [Signature]

Geometrical Engineering (Professional)

# DP1005872

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

Lengths are in metres

(Sheet 1 of 7 sheets)

PLAN 51/99

Plan of Subdivision of  
Lot 9048 in D.P.1003785

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Marwick  
45 Clarence Street  
SYDNEY NSW 2000

## PART 1

1. Identity of easement firstly referred  
to in abovementioned plan

Easement to drain water  
1.5 wide

### Schedule of lots etc. affected

#### Lots burdened

1104  
1105  
1113  
1114  
1115  
1121  
1125  
1128  
1135  
1138

#### Lots benefited

1105, 1106  
1106  
1138  
1113, 1138  
1113, 1114, 1138  
1113, 1114, 1115, 1138  
1138  
1129  
1136  
1128, 1129

2. Identity of restriction secondly referred  
to in abovementioned plan

Restriction of the use of  
land

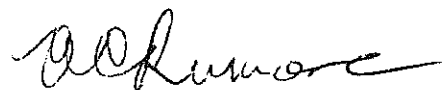
### Schedule of lots etc. affected

#### Lots burdened

1105, 1106, 1111, 1116,  
1119, 1126, 1130,  
1131

#### Authority benefited

Camden Council



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

Lengths are in metres

(Sheet 2 of 7 sheets)

Plan of Subdivision of  
Lot 9048 in D.P.1003785

**DP1005872**

PART 1 (CONTINUED)

3. Identity of restriction thirdly referred  
to in abovementioned plan

Restriction of the use of  
land

Schedule of lots etc. affected

Lots burdened

Lots benefited

Each lot except  
1135, 1136, 1137, 1138

Every other lot  
1135, 1136, 1137, 1138

PART 2

1. Terms of easement firstly referred to in abovementioned plan

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

CAMDEN COUNCIL

2. Terms of restriction secondly referred to in abovementioned plan

Vehicular ingress and egress shall not be gained to or from the lot across the  
boundary marked M'-N' on the plan without the prior written consent of the  
Council of Camden or otherwise than in strict compliance with such  
conditions as that Council may impose.

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

CAMDEN COUNCIL





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

(Sheet 3 of 7 sheets)

**DP1005872**

Plan of Subdivision of  
Lot 9048 in D.P.1003785

**PART 2 (CONTINUED)**

3. Terms of restriction thirdly referred to in abovementioned plan

1. No building shall be erected or permitted to remain on any lot burdened other than a building constructed having external walls of brick and/or rendered brick and/or brick veneer and/or stone and/or concrete and/or glass and/or fibre cement and/or seamless textured coated materials approved by Dandaloo Pty Limited ("Dandaloo") PROVIDED THAT the proportion of stone and/or concrete and/or glass shall not be more than twenty-five percent (25%) of the total area of the external walls.

Timber shall not be used except in conjunction with the abovementioned materials and the proportion of timber shall not exceed ten percent (10%) of the total area of the external walls. Fibre cement shall not be used in external walls of such building, except in the walls of the upper storey where the proportion of fibre cement shall not exceed fifty percent (50%) of the total area of the external walls of the upper storey and only if fibre cement is used in accordance with acceptable composite construction principals. For the purposes of this provision, "acceptable composite construction principals" shall mean an approach to dwelling design and construction which uses a mixture of construction materials which, in the reasonable opinion of Dandaloo, could be such as to optimise efficiency, cost effectiveness and aesthetics of the dwelling.

2. (a) No main building shall be erected or permitted to remain on any lot burdened having an area greater than nine hundred square metres (900m<sup>2</sup>) unless such main building has a minimum floor area greater than two hundred and thirty square metres (230m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (b) No main building shall be erected or permitted to remain on any lot burdened having an area less than nine hundred square metres (900m<sup>2</sup>) but greater than seven hundred and fifty square metres (750m<sup>2</sup>) unless such main building has an overall minimum floor area greater than two hundred and ten square metres (210m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.



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

(Sheet 4 of 7 sheets)

**DP1005872**

Plan of Subdivision of  
Lot 9048 in D.P.1003785

**PART 2 (CONTINUED)**

- (c) No main building shall be erected or permitted to remain on any lot burdened having an area less than seven hundred and fifty square metres (750m<sup>2</sup>) but greater than six hundred square metres (600m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and eighty square metres (180m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (d) No main building shall be erected or permitted to remain on any lot burdened having an area less than six hundred square metres (600m<sup>2</sup>) but greater than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and sixty square metres (160m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (e) No main building shall be erected or permitted to remain on any lot burdened having an area less than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and forty square metres (140m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
3. No dual occupancies shall be erected on any lot burdened.
4. No main building shall be erected without at least an enclosed single car garage (with front tilt, panel or roller door) with the same not being constructed of materials other than those being the same as the building materials used in the main dwelling.
5. No main building shall be erected or permitted to remain on any lot burdened except where it is constructed with a roof consisting of tile (cement or clay), slate, terracotta, colour-bonded material in a colour approved by Dandaloo or shingle material.
6. No building shall be erected or permitted to remain on any lot burdened except where it is constructed of new materials unless otherwise approved by Dandaloo.
7. No existing dwelling house or any other structure existing as at the date hereof shall be placed, re-erected, re-constructed or permitted to remain on any lot burdened.



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

(Sheet 5 of 7 sheets)

DP1005872

Plan of Subdivision of  
Lot 9048 in D.P.1003785

**PART 2 (CONTINUED)**

8. No structure of a temporary or relocatable character, basement, tent, shack, garage, trailer, campervan or caravan shall be used at any time as a dwelling or residence on any lot burdened.
9. No commercial activity shall be conducted or carried out on any lot burdened without the approval of Dandaloo.
10. (a) No fencing shall be erected or permitted to remain on any lot burdened unless it shall be 1.8 metres in height and unless it shall be constructed of lapped and capped type paling fence material, brushwood, stone, brick or colour bonded material (in such colour as is approved by Dandaloo) or such other materials as are approved by Dandaloo.
- (b) No fencing shall be erected on each lot burdened to divide it from any adjoining land owned by Dandaloo without the consent of Dandaloo or its successors other than purchaser on sale but such consent shall not be withheld if such fencing is erected without expense to Dandaloo or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected **PROVIDED HOWEVER** that this covenant in regard to fencing shall be binding on a purchaser, his executors or administrators and assigns only during ownership of the said adjoining lands by Dandaloo other than purchaser on sale.
- (c) No corner allotment shall have any side boundary fronting a street or reserve unfenced nor fenced in any material other than 1.5 metres high colour bonded material coloured rivergum with a 300 millimetre high colour bonded open trellised panel coloured rivergum totalling 1.8 metres in height and in accordance with details approved by Dandaloo.
- (d) No corner allotment shall have any side boundary fronting any street or reserve unlandscaped nor shall such side boundary be landscaped other than in accordance with landscaping plans approved in writing by Dandaloo.



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

(Sheet 6 of 7 sheets)

**DP1005872**

Plan of Subdivision of  
Lot 9048 in D.P.1003785

**PART 2 (CONTINUED)**

11. No building shall be erected or made on, in or over the lot hereby burdened or any part hereof unless plans, elevations and a schedule of materials (and where the proposed building is to be other than unpainted brickwork, a colour sample or samples) sufficient to fully outline, detail and particularise the building or structure have received the prior written approval of Dandaloo.
12. No childminding centre, day care centre, preschool, long day care centre, kindergarten, occasional childminding centre or such other like childminding facility or activity will be conducted or carried out on any lot burdened.
13. No lot burdened shall be used for the raising, breeding or keeping of any insects, reptiles, animals, livestock or poultry provided that this restriction shall not prevent the keeping of two domestic pets.
14. No external advertisement sign, hoarding (except those required by law to be erected) or "for sale" sign shall be erected, constructed or displayed without the prior written approval of Dandaloo.
15. No trucks or commercial vehicles over three (3) tonnes shall be parked on any lot burdened. No unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any lot hereby burdened closer to the street adjoining such lot than the house building line as fixed by Camden Council. No trucks, commercial vehicles, unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any street, public area, footpath or public reserve adjoining or in the vicinity of any lot burdened.
16. No satellite dish or other electronic signal receiving device other than a free to air TV antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to Dandaloo and Dandaloo has given its written consent to the construction of such satellite dish or electronic signal receiving device.
17. No building erected on any Lot burdened shall be used as a display or exhibition home or otherwise than as a private residence.



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

(Sheet 7 of 7 sheets)

**DP1005872**

Plan of Subdivision of  
Lot 9048 in D.P.1003785

**PART 2 (CONTINUED)**

18. No fence shall be constructed or erected on any Lot burdened forward of the house building line as fixed or prescribed from time to time by Camden Council provided that the provisions of this Restriction shall not preclude side boundary fencing on any allotment located on the corner of a street or streets where such side fencing is approved by Camden Council.
19. The terms of all the covenants hereby created shall expire and be of no further force and effect from the date expiring ten (10) years after the date of registration of the deposited plan pursuant to which these covenants are created.
20. In respect of any of the covenants where the consent of Dandaloo is required, such consent can be given by any person or corporation nominated or appointed by Dandaloo for such purpose or any attorney of Dandaloo having power in that regard.
21. Should the terms of any covenant hereby created or any part thereof be found to be invalid or unenforceable, then the same shall be severed and such invalidity or unenforceability shall not affect the terms of any of the other covenants hereby created or any parts thereof which are valid and enforceable.

Person having power to release vary or modify the restriction thirdly referred to in the abovementioned plan.

**DANDALOO PTY LIMITED**

Taylor Woodrow (Australia) Pty Limited  
ACN 000 017 111 by its Attorney  
Anthony Christopher Runtz pursuant to  
Power of Attorney Book 4011 No. 225



*N. Taylor* Director  
*Lee Thomas* Company Secretary  
(Lee Thomas)

F:\wp6\document\88b\hp11

*Anthony Christopher Runtz*  
*Lee Thomas*

LEVIN WOODROW TAYLOR  
143 251111

*N. Taylor*  
*Lee Thomas*  
Lee Thomas

**REGISTERED**  15-9-1999

PLAN FORM 2A  
 SIGNATURE AND SEALS ONLY

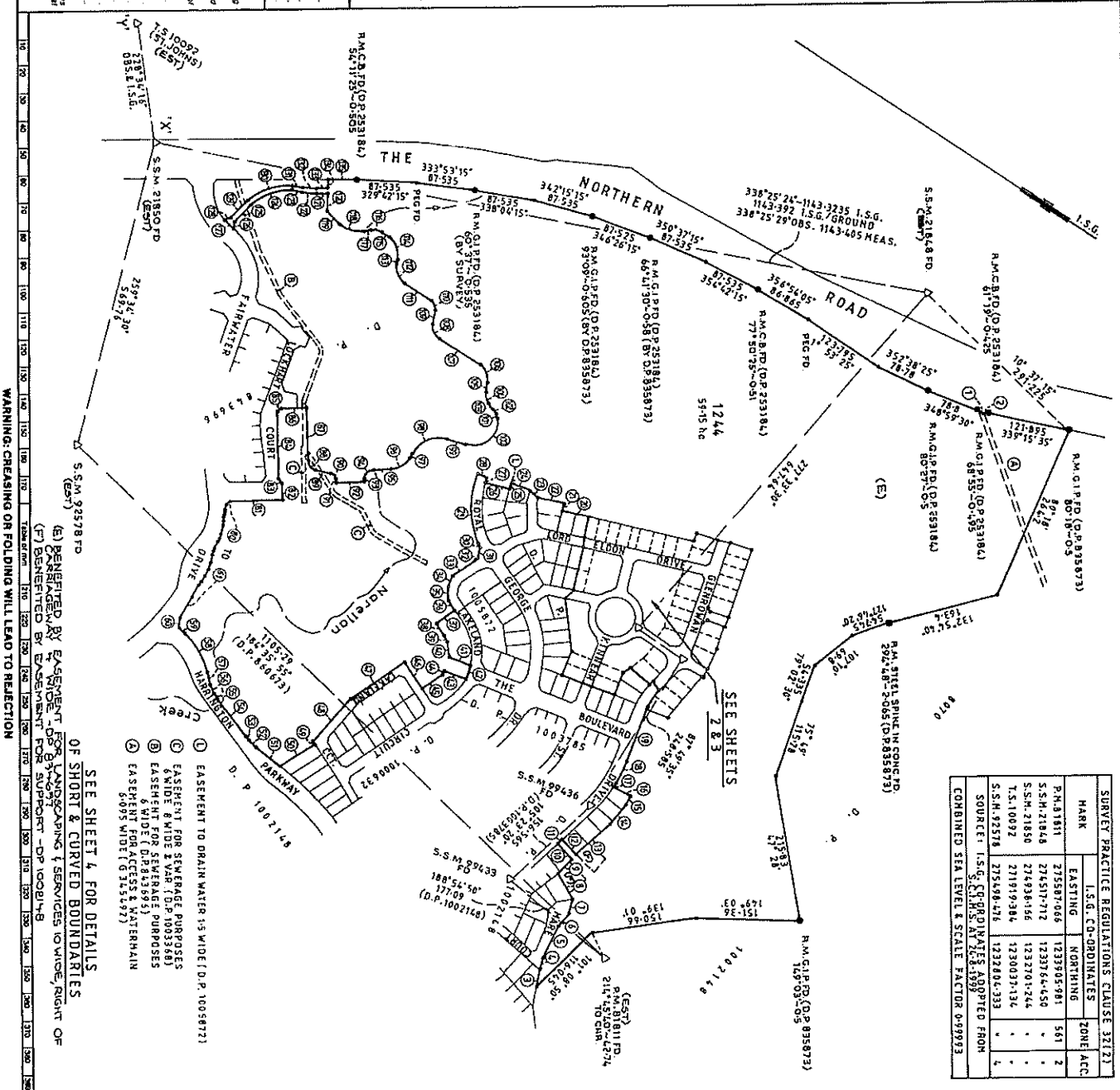


Crown Lands Office Approval

Land District: ...  
 Paper No.: ...  
 Sheet No.: ...

Subdivision Certificate  
 Date of endorsement: ...  
 Date of approval: ...  
 Approval No.: ...  
 Subdivision Certificate No.: ...  
 File No.: ...

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION



SURVEY PRACTICE REGULATIONS CLAUSE 32(2)			
MARK	I.S.G. CO-ORDINATES	ZONE	ACC
P.A.1811	275597066	123305-991	561 2
P.A.2184A	274517-712	123376-450	*
S.S.M. 21880	274298-156	123270-424	*
L.S. 10092	271919-984	123203-136	*
S.S.M. 92578	275198-276	123240-333	* 1

SOURCE: I.S.G. CO-ORDINATES ADAPTED FROM  
 S.S.M.S. AT 26.8.1999  
 COMBINED SEA LEVEL & SCALE FACTOR 0.99973

**PLAN**  
 OF SUBDIVISION OF  
 LOT 1198 IN D.P. 1005872

LGA: CAMDEN  
 Locality: HARRINGTON PARK  
 Parish: NARELLAN  
 County: CUMBERLAND

Lengths are in metres. Reduction Ratio: 1:400

Registered: 15.10.1999  
 CA No 64/99 OF 23.9.1999  
 This System: TORRENS  
 Purpose: SUBDIVISION  
 Ref Map: U 330-4-\*

Plan No: D.P. 1005872

Panel for use only for statements of intention to dedicate public roads, to create public reserves, to create public reserves on the land of public reserves.

IT IS INTENDED TO CREATE:  
 1. A PUBLIC RESERVE  
 2. A PUBLIC RESERVE  
 3. A PUBLIC RESERVE  
 4. A PUBLIC RESERVE  
 5. A PUBLIC RESERVE

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROADS:  
 1. THE EXTENSION OF JAMES SALES DRIVE, PINNELL COURT, AND THE EXTENSION OF KINNEAR DRIVE, KINNEAR STREET AND LORD ELDON DRIVE

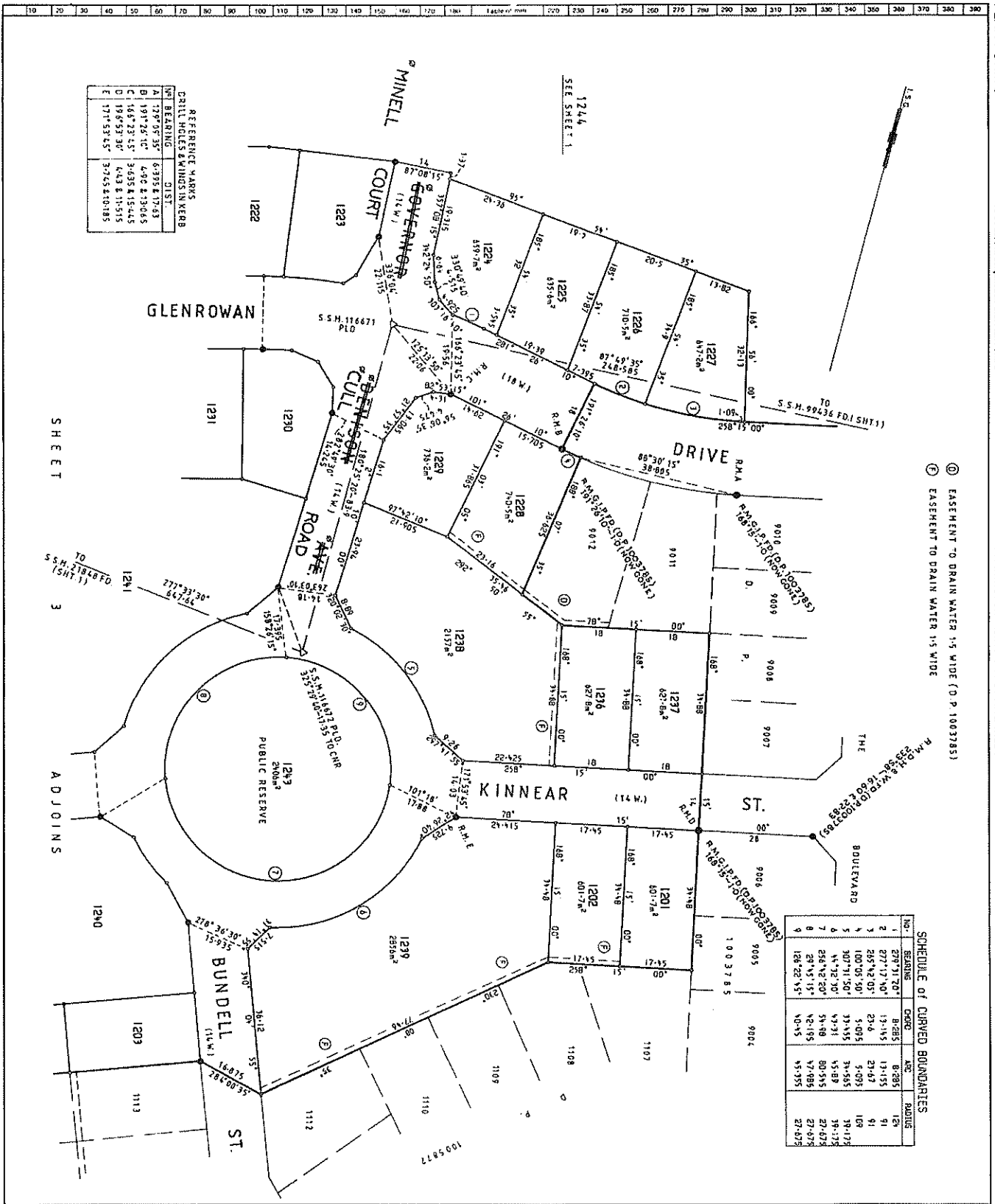
FOR SIANT TO SECTION 8 B OF THE CONVEYANCE ACT 1919:  
 1. EASEMENT TO DRAIN WATER  
 2. EASEMENT TO DRAIN WATER  
 3. EASEMENT TO DRAIN WATER  
 4. EASEMENT TO DRAIN WATER  
 5. RESTRICTION ON THE USE OF LAND

Plans issued in preparation of survey/compilation  
 D.P. 1005872

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

REFERENCE MARKS  
 CHILL HOLES & MINUS IN NEAR

MARK	BEARING	DIST.
A	129° 05' 35"	6.395 ± 17.43
B	191° 24' 10"	4.970 ± 13.065
C	186° 23' 45"	3.435 ± 15.445
D	196° 53' 30"	4.43 ± 11.515
E	171° 53' 45"	3.745 ± 10.185



- ⊙ EASEMENT TO DRAIN WATER 1.5 WIDE (O.P. 1003785)
- ⊙ EASEMENT TO DRAIN WATER 1.5 WIDE

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	EDGE	ARC	CHORD
1	271° 11' 20"	B	0.2835	1.021
2	271° 17' 40"	B	13.145	91
3	255° 42' 05"	B	23.6	108
4	100° 05' 50"	S	5.095	38.173
5	307° 31' 50"	S	33.435	38.173
6	4° 32' 30"	S	4.333	27.475
7	254° 42' 20"	S	54.78	27.475
8	29° 45' 15"	N	18.105	27.475
9	128° 22' 45"	N	45.355	27.475

DP1006035

Registered 15/10/1999

This is a plan of survey in accordance with the provisions of the Survey Act 1981.  
 Surveyed by Michael J. O'Connell  
 Surveyor General

This is a plan of survey in accordance with the provisions of the Survey Act 1981.  
 Surveyed by Michael J. O'Connell  
 Surveyor General

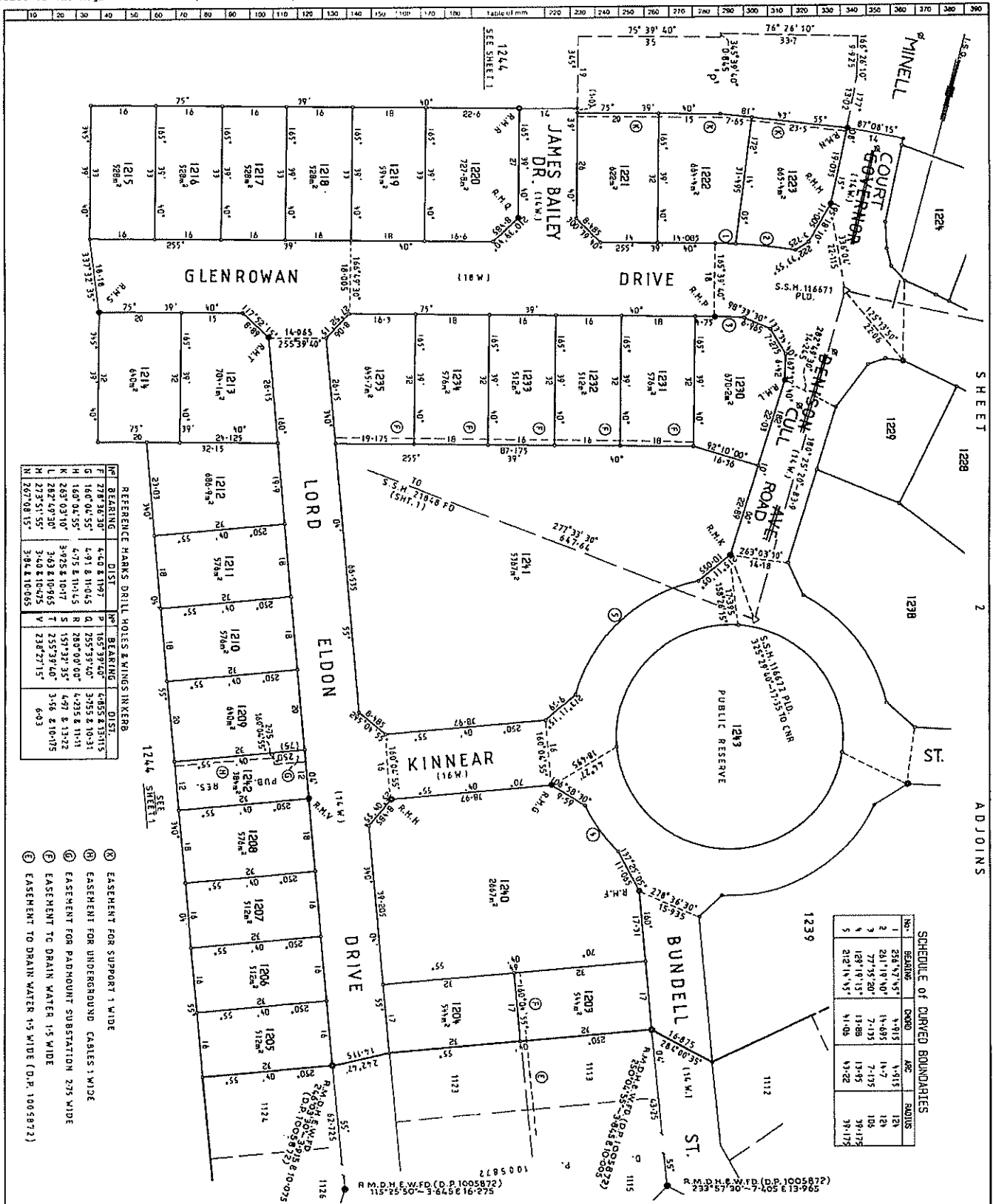
Reduction Plus 1:500  
 SURVEYOR'S REFERENCE 98214

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

ADJOINS



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	ROUTES
1	234° 47' 52"	4.9115	4.9115	1214
2	261° 19' 00"	14.6915	14.7	121
3	77° 55' 20"	7.1135	7.1195	121
4	128° 19' 13"	13.888	13.95	121
5	212° 11' 55"	11.04	13.22	121

REFERENCE MARKS DRILL HOLES & MARKS IN XEBERS

PT	BEARING	DIST	MARK	DIST
F	278° 38' 30"	4.424	1797	115
G	160° 04' 55"	4.911	1140.45	115
H	160° 04' 55"	4.915	1141.45	115
K	283° 09' 10"	3.9725	10.17	115
L	282° 09' 30"	3.632	10.965	115
M	273° 51' 55"	3.402	10.475	115
N	267° 08' 15"	3.042	10.065	115

- ⊗ EASEMENT FOR SUPPORT 1 WIDE
- ⊙ EASEMENT FOR UNDERGROUND CABLES 1 WIDE
- ⊕ EASEMENT FOR PADMOUNT SUBSTATION 275 WIDE
- ⊖ EASEMENT TO DRAIN WATER 1.5 WIDE
- ⊗ EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1005872)

DP1006035

Registered: 15-10-1997

Plan Form 3 Diagram & Plans  
 Date: 8-9-1999  
 Surveyor: *[Signature]*  
 Registered under Surveyors Act 1920  
 This is sheet 3 of the plan of 14  
 shown covered by my Certificate No  
 of 64199

For use after date of registration in any part of the  
 Plan Form 2  
*[Signature]*  
 Registrar-General

Reduction Ratio: 1:500  
 SURVEYORS REFERENCE: 982.4.4



To be used in conjunction with Plan Form 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF SHORT & CURVED BOUNDARIES FOR SHANT (MJD)

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	350°54'55"	8.845			46	209°01'50"	46.5			91	56°51'00"	14.45		
2	336°09'45"	8.845			47	209°01'50"	93.555			92	326°51'00"	14.15		
3	249°40'50"	27.005			48	03°49'35"	84.655			93	236°41'00"	2.6		
4	251°22'30"	14.555			49	25°19'25"	4.38			94	280°49'00"	20.825		
5	240°07'00"	14.785			50	85°19'25"	59.725			95	324°41'00"	28		15
6	28°42'05"	14.135			51	184°53'55"	45.9			96	296°24'00"	9.235		
7	249°34'55"	22.3			52	182°53'35"	15.205			97	268°01'00"	55.225		
8	207°34'35"	42.78			53	200°05'50"	6.98			98	305°52'00"	28.245		
9	28°30'05"	28.495			54	200°51'00"	46.54			99	283°24'00"	60.8		
10	184°44'55"	92.135			55	209°29'45"	8.7			100	223°08'00"	2.05		
11	284°44'55"	10			56	202°54'45"	13.95			101	210°50'00"	10.545		
12	184°44'55"	28.86			57	222°29'15"	20.63			102	198°47'00"	8.595		
13	288°44'40"	64.005			58	205°12'50"	66.81			103	198°47'00"	8.595		
14	275°44'50"	31.5			59	182°42'40"	13.75			104	222°55'00"	16.35		
15	267°12'55"	15.5			60	201°42'00"	13.75			105	247°02'00"	16.015		
16	174°53'55"	32			61	267°45'35"	38.365			106	213°01'00"	29.1		
17	272°12'45"	7.12			62	265°49'25"	20.85			107	178°59'00"	70.865		
18	265°19'00"	32.57			63	273°38'55"	4.94			108	213°17'00"	22.54		
19	259°19'00"	74.59			64	271°09'55"	11.595			109	247°35'00"	21.665		
20	160°04'55"	4.0			65	259°42'55"	10.86			110	213°29'00"	15.685		
21	270°04'55"	11.8			66	258°42'25"	10.13			111	179°23'00"	46.55		
22	160°04'55"	32.45			67	248°11'00"	11.2			112	215°48'00"	30.435		
23	183°55'50"	15.18			68	246°41'15"	5.295			113	251°09'00"	7.095		
24	188°45'20"	28.775			69	258°41'50"	2.645			114	251°13'00"	35.215		
25	174°16'20"	9.2			70	283°12'30"	14.96			115	171°17'00"	17.285		
26	163°21'55"	35.3			71	267°49'25"	1.035			116	157°12'00"	17.285		
27	256°59'30"	7.895			72	260°05'35"	4.07			117	135°08'00"	4.685		
28	164°59'20"	15			73	250°48'00"	13.395			118	162°52'00"	31.235		
29	56°16'50"	102.455			74	241°27'30"	4.855			119	180°31'00"	26.42		
30	17°26'35"	7.62			75	234°09'00"	6.855			120	237°55'40"	27		
31	10°48'55"	14.44			76	238°19'15"	3.64			121	147°35'40"	18.63		
32	100°03'00"	6.28			77	242°49'30"	3.37			122	151°48'00"	20.11		
33	83°17'15"	38.235			78	287°43'10"	2.83			123	155°40'00"	15.005		
34	80°37'35"	17.745			79	241°01'00"	7.45			124	128°24'00"	61.315		
35	55°18'45"	20.36			80	283°18'00"	8.7			125	160°08'20"	38.83		
36	23°17'15"	18.52			81	326°45'00"	77.07			126	54°08'20"	8.485		
37	83°17'15"	32			82	236°57'00"	25			127	190°08'20"	8		
38	23°17'15"	22			83	181°30'00"	8.54			128	326°08'20"	8.485		
39	32°27'25"	10.265			84	238°03'20"	98.16			129	281°08'20"	38.83		
40	348°15'00"	20.5			85	327°17'20"	8.41			130	308°24'00"	64.875		
41	348°15'00"	33			86	327°17'20"	31.88			131	335°40'00"	15.065		
42	76°57'10"	24.005			87	54°30'00"	77.955			132	331°38'00"	19.227		
43	168°15'00"	34.02			88	194°2'00"	16.77			133	327°55'40"	16.63		
44	78°15'00"	6.125			89	342°55'00"	23.17			134	327°55'40"	13		
45	83°16'50"	34			90	18°53'00"	13.23			135	327°55'40"	14.8		

Plan Drawing only to appear in this space

DP1006035

Registered 15/10/1999

8-9-1998

Michael J. G. [Signature]

27/10/99

Qualifications: [Signature]

13/10/99

REGISTRATION NO. 1  
 SURVEYOR'S REFERENCE: 58244

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

(Sheet 1 of 9 Sheets)

**DP1006035**

Plan of Subdivision of  
Lot 1138 in DP1005872

Name and address of

Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

**PART 1**

1. Identity of easement firstly referred  
to in abovementioned plan

Easement to drain water  
1.5 wide

**Schedule of lots etc. affected**

**Lots burdened**

1202  
1203  
1228  
1231  
1232  
1233  
1234  
1235  
1238  
1239

**Lots benefited**

1201  
1240  
1229  
1230  
1230, 1231  
1230, 1231, 1232  
1230, 1231, 1232, 1233  
1230, 1231, 1232, 1233, 1234  
1228, 1229  
1201, 1202

2. Identity of easement secondly referred  
to in abovementioned plan

Easement for padmount  
substation 2.75 wide

**Schedule of lots etc. affected**

**Lot burdened**

1242

**Authority benefited**

Integral Energy Australia



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

(Sheet 2 of 9 Sheets)

**DP1006035**

Full name and address of  
Proprietor of the land

Plan of Subdivision of  
Lot 1138 in DP1005872

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

**PART 1 (CONTINUED)**

3. Identity of easement thirdly referred  
to in abovementioned plan

Easement for  
underground cables  
1 wide

**Schedule of lots etc. affected**

Lot burdened

1242

Authority benefited

Integral Energy Australia

4. Identity of easement fourthly referred  
to in abovementioned plan

Easement for Support

Lots burdened

1221, 1222, 1223

Lots benefited

Part 1244 designated "P"

5. Identity of restriction fifthly referred  
to in abovementioned plan

Restriction of the use of  
land

**Schedule of lots etc. affected**

Lots burdened

Each lot except  
1238 - 1243 inclusive

Lots benefited

Every other lot except  
1238 - 1243 inclusive



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

(Sheet 3 of 9 Sheets)

**DP1006035**

Full name and address of  
Proprietor of the land

Plan of Subdivision of  
Lot 1138 in DP1005872

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

**PART 2**

1. Terms of easement firstly referred to in abovementioned plan

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

CAMDEN COUNCIL

2. Terms of easement secondly referred to in the abovementioned plan

The terms of the easement for Padmount Substation set out in memorandum number 3021852 are incorporated in this document.

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

The terms of the easement for Underground Cables set out in memorandum number 3021851 are incorporated in this document.

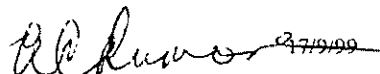
4. Terms of easement fourthly referred to in abovementioned plan

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

CAMDEN COUNCIL

5. Terms of restriction fifthly referred to in abovementioned plan

1. No building shall be erected or permitted to remain on any lot burdened other than a building constructed having external walls of brick and/or rendered brick and/or brick veneer and/or stone and/or concrete and/or glass and/or fibre cement and/or seamless textured coated materials approved by Dandaloo Pty Limited ("Dandaloo") PROVIDED THAT the proportion of stone and/or concrete and/or glass shall not be more than twenty-five percent (25%) of the total area of the external walls.

 27/9/99

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

(Sheet 4 of 9 Sheets)

**DP1006035**

Plan of Subdivision of  
Lot 1138 in DP1005872

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

**PART 2 (CONTINUED)**

Timber shall not be used except in conjunction with the abovementioned materials and the proportion of timber shall not exceed ten percent (10%) of the total area of the external walls. Fibre cement shall not be used in external walls of such building, except in the walls of the upper storey where the proportion of fibre cement shall not exceed fifty percent (50%) of the total area of the external walls of the upper storey and only if fibre cement is used in accordance with acceptable composite construction principals. For the purposes of this provision, "acceptable composite construction principals" shall mean an approach to dwelling design and construction which uses a mixture of construction materials which, in the reasonable opinion of Dandaloo, could be such as to optimise efficiency, cost effectiveness and aesthetics of the dwelling.

2. (a) No main building shall be erected or permitted to remain on any lot burdened having an area greater than nine hundred square metres (900m<sup>2</sup>) unless such main building has a minimum floor area greater than two hundred and thirty square metres (230m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (b) No main building shall be erected or permitted to remain on any lot burdened having an area less than nine hundred square metres (900m<sup>2</sup>) but greater than seven hundred and fifty square metres (750m<sup>2</sup>) unless such main building has an overall minimum floor area greater than two hundred and ten square metres (210m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (c) No main building shall be erected or permitted to remain on any lot burdened having an area less than seven hundred and fifty square metres (750m<sup>2</sup>) but greater than six hundred square metres (600m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and eighty square metres (180m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.



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

(Sheet 5 of 9 Sheets)

**DP1006035**


Plan of Subdivision of  
Lot 1138 in DP1005872

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

**PART 2 (CONTINUED)**

- (d) No main building shall be erected or permitted to remain on any lot burdened having an area less than six hundred square metres (600m<sup>2</sup>) but greater than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and sixty square metres (160m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (e) No main building shall be erected or permitted to remain on any lot burdened having an area less than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and forty square metres (140m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
3. No dual occupancies shall be erected on any lot burdened.
4. No main building shall be erected without at least an enclosed single car garage (with front tilt, panel or roller door) with the same not being constructed of materials other than those being the same as the building materials used in the main dwelling.
5. No main building shall be erected or permitted to remain on any lot burdened except where it is constructed with a roof consisting of tile (cement or clay), slate, terracotta, colour-bonded material in a colour approved by Dandaloo or shingle material.
6. No building shall be erected or permitted to remain on any lot burdened except where it is constructed of new materials unless otherwise approved by Dandaloo.
7. No existing dwelling house or any other structure existing as at the date hereof shall be placed, re-erected, re-constructed or permitted to remain on any lot burdened.
8. No structure of a temporary or relocatable character, basement, tent, shack, garage, trailer, campervan or caravan shall be used at any time as a dwelling or residence on any lot burdened.



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

(Sheet 6 of 9 Sheets)

**DP1006035**

Plan of Subdivision of  
Lot 1138 in DP1005872

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

PART 2 (CONTINUED)

9. No commercial activity shall be conducted or carried out on any lot burdened without the approval of Dandaloo.
10. (a) No fencing shall be erected or permitted to remain on any lot burdened unless it shall be 1.8 metres in height and unless it shall be constructed of lapped and capped type paling fence material, brushwood, stone, brick or colour bonded material (in such colour as is approved by Dandaloo) or such other materials as are approved by Dandaloo.
- (b) No fencing shall be erected on each lot burdened to divide it from any adjoining land owned by Dandaloo without the consent of Dandaloo or its successors other than purchaser on sale but such consent shall not be withheld if such fencing is erected without expense to Dandaloo or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected **PROVIDED HOWEVER** that this covenant in regard to fencing shall be binding on a purchaser, his executors or administrators and assigns only during ownership of the said adjoining lands by Dandaloo other than purchaser on sale.
- (c) No corner allotment shall have any side boundary fronting a street or reserve unfenced nor fenced in any material other than 1.5 metres high colour bonded material coloured rivergum with a 300 millimetre high colour bonded open trellised panel coloured rivergum totalling 1.8 metres in height.
- (d) No corner allotment shall have any side boundary fronting any street or reserve unlandscaped nor shall such side boundary be landscaped other than in accordance with landscaping plans approved in writing by Dandaloo.



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

(Sheet 7 of 9 Sheets)

**DP1006035**

Plan of Subdivision of  
Lot 1138 in DP1005872

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

**PART 2 (CONTINUED)**

11. No building shall be erected or made on, in or over the lot hereby burdened or any part hereof unless plans, elevations and a schedule of materials (and where the proposed building is to be other than unpainted brickwork, a colour sample or samples) sufficient to fully outline, detail and particularise the building or structure have received the prior written approval of Dandaloo.
12. No childminding centre, day care centre, preschool, long day care centre, kindergarten, occasional childminding centre or such other like childminding facility or activity will be conducted or carried out on any lot burdened, without the consent of Dandaloo which consent can be given, withheld or given on such on conditions as Dandaloo decides in its absolute and unfettered discretion.
13. No external advertisement sign, hoarding (except those required by law to be erected) or "for sale" sign shall be erected, constructed or displayed without the prior written approval of Dandaloo.
14. No trucks or commercial vehicles over three (3) tonnes shall be parked on any lot burdened. No unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any lot hereby burdened closer to the street adjoining such lot than the house building line as fixed by Camden Council. No trucks, commercial vehicles, unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any street, public area, footpath or public reserve adjoining or in the vicinity of any lot burdened.
15. No satellite dish or other electronic signal receiving device other than a free to air TV antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to Dandaloo and Dandaloo has given its written consent to the construction of such satellite dish or electronic signal receiving device.





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

(Sheet 8 of 9 Sheets)

**DP1006035**

Full name and address of  
Proprietor of the land

Plan of Subdivision of  
Lot 1138 in DP1005872

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

**PART 2 (CONTINUED)**

16. No building erected on any Lot burdened shall be used as a display or exhibition home or otherwise than as a private residence.
17. No fence shall be constructed or erected on any Lot burdened forward of the house building line as fixed or prescribed from time to time by Camden Council provided that the provisions of this Restriction shall not preclude side boundary fencing on any allotment located on the corner of a street or streets where such side fencing is approved by Camden Council.
18. The terms of all the covenants hereby created shall expire and be of no further force and effect from the date expiring ten (10) years after the date of registration of the deposited plan pursuant to which these covenants are created.
19. In respect of any of the covenants where the consent of Dandaloo is required, such consent can be given by any person or corporation nominated or appointed by Dandaloo for such purpose or any attorney of Dandaloo having power in that regard.
20. Should the terms of any covenant hereby created or any part thereof be found to be invalid or unenforceable, then the same shall be severed and such invalidity or unenforceability shall not affect the terms of any of the other covenants hereby created or any parts thereof which are valid and enforceable.

Person having power to release vary or modify the restriction fifthly referred to in the abovementioned plan.

**DANDALOO PTY LIMITED**



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

(Sheet 9 of 9 sheets)

**DP1006035**

Plan of Subdivision of  
Lot 1138 in DP 1005872

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000



*N. Fairfax* M. Fairfax  
Director  
*L. Thomas*  
Secretary

*N. Fairfax* M. Fairfax  
*L. Thomas*  
L. Thomas  
c/- 11/140 Phillip Street,  
Sydney (Witness)

Dandaloo Pty Limited

*L. Thomas*

Dandaloo Pty Limited  
Sydney

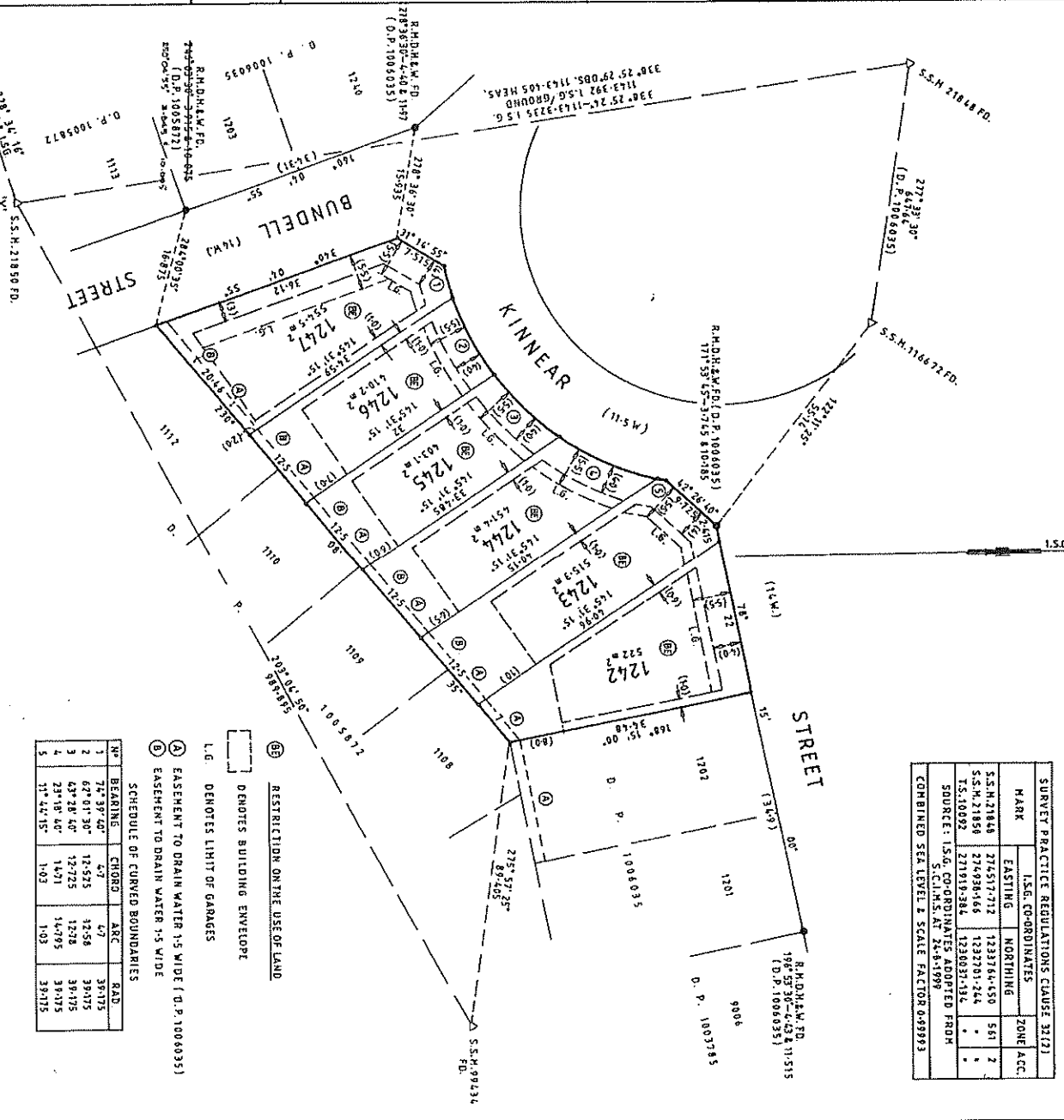
*M. Jolly*



*[Signature]*  
 Director  
 Planning Department  
 140 Seaside Street, Sydney  
 NSW 1585

*[Signature]*  
 L.A.G.E. ANDREA JODATI  
 140 Seaside Street, Sydney  
 NSW 1585

**CONSENT LANDS OFFICE APPROVAL**  
 Name: .....  
 Address: .....  
 Date: .....  
 Signature: .....  
 Title: .....  
 Subdivision Certificate No. DA 2891/99



SURVEY PRACTICE REGULATIONS CLAUSE 32(2)			
MARK	LSG CO-ORDINATES	ZONE	ACC.
S.S.H. 21868	274,517.712	1233765.450	561
S.S.H. 21850	274,936.466	1232701.244	*
T.S. 10092	271919.384	1230037.132	*

SOURCE: L.S.G. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AT 24-8-1999  
 COMBINED SEA LEVEL & SCALE FACTOR 0.99993

**SCHEDULE OF CURVED BOUNDARIES**

No	BEARING	CHORD	A.R.C.	R.A.D.
1	74° 37' 40"	4.7	4.7	39.175
2	62° 01' 30"	12.525	12.56	39.175
3	63° 28' 40"	12.725	12.98	39.175
4	23° 18' 40"	14.71	14.795	39.175
5	11° 44' 15"	1.93	1.93	39.175

**RESTRICTION ON THE USE OF LAND**

- (B) DENOTES BUILDING ENVELOPE
- (L.G.) DENOTES LIMIT OF GARAGES
- (E) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1006035)
- (D) EASEMENT TO DRAIN WATER 1.5 WIDE

DP1010882

Registered 21-3-2000  
 CA SEE CERTIFICATE  
 This System TORENS  
 Purpose: SUBDIVISION  
 Plan No: U 7330-L-9  
 Last Plan: D.P. 1006035

PLAN  
 OF SUBDIVISION OF  
 LOT 1239 IN D.P. 1006035

LOCALITY: HARRINGTON PARK  
 PARISH: NARBELAN  
 COUNTY: CUMBERLAND

Supervisor (Professional) Population: 1996  
 MICHAEL JOHN GORDON  
 P.O. BOX 75 CAMPBELLTOWN  
 A statutory declaration under the Statutory Act 1958 (under Chapter 4 of the Statutory Instruments Act 1958) is made by me, the undersigned, in accordance with the Statutory Provisions of the Statutory Instruments Act 1958 and the Statutory Provisions of the Statutory Instruments Act 1958 that the above is a true and correct copy of the plan as shown to me by the Surveyor General of New South Wales.  
 The Statutory Declaration is made on this 12th day of 1999.  
 I, the undersigned, being duly sworn, depose and say that the above is a true and correct copy of the plan as shown to me by the Surveyor General of New South Wales.  
 Signed: *[Signature]*  
 Michael John Gordon  
 Deponent (Professional)

Plans used in preparation of survey/compilation:  
 D.P. 1006035

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or public conveniences.  
 PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:  
 1. EASEMENT TO DRAIN WATER  
 2. EASEMENT TO DRAIN WATER  
 3. RESTRICTION ON THE USE OF LAND

PLAN APPROVED BY LTO AT  
 SYDNEY ON 24/03/99

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

Lengths are in metres  
PLAN 15/2000

(Sheet 1 of 8 Sheets  
Plan of Subdivision of  
Lot 1239 in DP1006035

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

DP1010882

PART 1

1. Identity of easement firstly referred  
to in abovementioned plan

Easement to drain water  
1.5 wide

Schedule of lots etc. affected

Lots burdened

1243  
1244  
1245  
1246  
1247

Lots benefited

1242  
1242, 1243  
1242, 1243, 1244  
1242, 1243, 1244, 1245  
1242, 1243, 1244, 1245, 1246

2. Identity of restriction secondly referred  
to in the abovementioned plan

Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

Each lot

Lots benefited

Every other lot

3. Identity of restriction thirdly referred  
to in the abovementioned plan

Restriction on the use of land

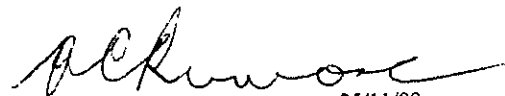
Schedule of lots etc. affected

Lots burdened

Each lot

Authority benefited

Camden Council



25/11/99

**8INSTRUMENT SETTING OUT TERMS OF EASEMENT AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres  
PLAN 15/2000

(Sheet 2 of 8 Sheets  
Plan of Subdivision of  
Lot 1239 in DP1006035

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

**DP1010882**

**PART 2**

1. Terms of easement firstly referred to in the abovementioned plan

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

2. Terms of restriction secondly referred to in abovementioned plan

1. No building shall be erected or permitted to remain on any lot burdened  
other than a building constructed having external walls of brick and/or rendered  
brick and/or brick veneer and/or stone and/or concrete and/or glass  
and/or fibre cement and/or seamless textured coated materials approved by  
Dandaloo Pty Limited ("Dandaloo") PROVIDED THAT the proportion of  
stone and/or concrete and/or glass shall not be more than twenty-five percent  
(25%) of the total area of the external walls.

Timber shall not be used except in conjunction with the abovementioned materials  
and the proportion of timber shall not exceed ten percent (10%) of the total area of  
the external walls. Fibre cement shall not be used in external walls of such  
building, except in the walls of the upper storey where the proportion of fibre  
cement shall not exceed fifty percent (50%) of the total area of the external walls  
of the upper storey and only if fibre cement is used in accordance with acceptable  
composite construction principals. For the purposes of this provision, "acceptable  
composite construction principals" shall mean an approach to dwelling design and  
construction which uses a mixture of construction materials which, in the  
reasonable opinion of Dandaloo, could be such as to optimise efficiency, cost  
effectiveness and aesthetics of the dwelling.



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

Lengths are in metres  
PLAN 15/2000

(Sheet 3 of 8 Sheets  
Plan of Subdivision of  
Lot 1239 in DP1006035

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

DP1010882

PART 2 (CONTINUED)

2. (a) No main building shall be erected or permitted to remain on any lot burdened having an area greater than nine hundred square metres (900m<sup>2</sup>) unless such main building has a minimum floor area greater than two hundred and thirty square metres (230m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (b) No main building shall be erected or permitted to remain on any lot burdened having an area less than nine hundred square metres (900m<sup>2</sup>) but greater than seven hundred and fifty square metres (750m<sup>2</sup>) unless such main building has an overall minimum floor area greater than two hundred and ten square metres (210m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (c) No main building shall be erected or permitted to remain on any lot burdened having an area less than seven hundred and fifty square metres (750m<sup>2</sup>) but greater than six hundred square metres (600m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and eighty square metres (180m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
- (d) No main building shall be erected or permitted to remain on any lot burdened having an area less than six hundred square metres (600m<sup>2</sup>) but greater than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and sixty square metres (160m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.



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

Lengths are in metres

PLAN 15/2000

(Sheet 4 of 8 Sheets

Plan of Subdivision of

Lot 1239 in DP1006035

Full name and address of

Proprietor of the land

Dandaloo Pty Limited

C/- KPMG Peat Warwick

45 Clarence Street

SYDNEY NSW 2000

**DP1010882**

**PART 2 (CONTINUED)**

- (e) No main building shall be erected or permitted to remain on any lot burdened having an area less than four hundred and fifty square metres (450m<sup>2</sup>) unless such main building has an overall minimum floor area greater than one hundred and forty square metres (140m<sup>2</sup>) inclusive of car accommodation but exclusive of patios and verandahs.
3. No dual occupancies shall be erected on any lot burdened.
  4. No main building shall be erected without at least an enclosed single car garage (with front tilt, panel or roller door) with the same not being constructed of materials other than those being the same as the building materials used in the main dwelling.
  5. No main building shall be erected or permitted to remain on any lot burdened except where it is constructed with a roof consisting of tile (cement or clay), slate, terracotta, colour-bonded material in a colour approved by Dandaloo or shingle material.
  6. No building shall be erected or permitted to remain on any lot burdened except where it is constructed of new materials unless otherwise approved by Dandaloo.
  7. No existing dwelling house or any other structure existing as at the date hereof shall be placed, re-erected, re-constructed or permitted to remain on any lot burdened.
  8. No structure of a temporary or relocatable character, basement, tent, shack, garage, trailer, campervan or caravan shall be used at any time as a dwelling or residence on any lot burdened.
  9. No commercial activity shall be conducted or carried out on any lot burdened without the approval of Dandaloo.



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

Lengths are in metres  
PLAN 15/2000

(Sheet 5 of 8 Sheets  
Plan of Subdivision of  
Lot 1239 in DP1006035

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

DP1010882

**PART 2 (CONTINUED)**

10. (a) No fencing shall be erected or permitted to remain on any lot burdened unless it shall be 1.8 metres in height and unless it shall be constructed of lapped and capped type paling fence material, brushwood, stone, brick or colour bonded material (in such colour as is approved by Dandaloo) or such other materials as are approved by Dandaloo.
- (b) No fencing shall be erected on each lot burdened to divide it from any adjoining land owned by Dandaloo without the consent of Dandaloo or its successors other than purchaser on sale but such consent shall not be withheld if such fencing is erected without expense to Dandaloo or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected **PROVIDED HOWEVER** that this covenant in regard to fencing shall be binding on a purchaser, his executors or administrators and assigns only during ownership of the said adjoining lands by Dandaloo other than purchaser on sale.
- (c) No corner allotment shall have any side boundary fronting a street or reserve unfenced nor fenced in any material other than 1.5 metres high colour bonded material coloured rivergum with a 300 millimetre high colour bonded open trellised panel coloured rivergum totalling 1.8 metres in height.
- (d) No corner allotment shall have any side boundary fronting any street or reserve unlandscaped nor shall such side boundary be landscaped other than in accordance with landscaping plans approved in writing by Dandaloo.



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

Lengths are in metres  
PLAN 15/2000

(Sheet 6 of 8 Sheets  
Plan of Subdivision of  
Lot 1239 in DP1006035

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

DP1010882

PART 2 (CONTINUED)

11. No building shall be erected or made on, in or over the lot hereby burdened or any part hereof unless plans, elevations and a schedule of materials (and where the proposed building is to be other than unpainted brickwork, a colour sample or samples) sufficient to fully outline, detail and particularise the building or structure have received the prior written approval of Dandaloo.
12. No childminding centre, day care centre, preschool, long day care centre, kindergarten, occasional childminding centre or such other like childminding facility or activity will be conducted or carried out on any lot burdened, without the consent of Dandaloo which consent can be given, withheld or given on such on conditions as Dandaloo decides in its absolute and unfettered discretion.
13. No external advertisement sign, hoarding (except those required by law to be erected) or "for sale" sign shall be erected, constructed or displayed without the prior written approval of Dandaloo.
14. No trucks or commercial vehicles over three (3) tonnes shall be parked on any lot burdened. No unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any lot hereby burdened closer to the street adjoining such lot than the house building line as fixed by Camden Council. No trucks, commercial vehicles, unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any street, public area, footpath or public reserve adjoining or in the vicinity of any lot burdened.
15. No satellite dish or other electronic signal receiving device other than a free to air TV antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to Dandaloo and Dandaloo has given its written consent to the construction of such satellite dish or electronic signal receiving device.



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

Lengths are in metres

PLAN 15/2000

(Sheet 7 of 8 Sheets

Plan of Subdivision of

Lot 1239 in DP1006035

Full name and address of  
Proprietor of the land

Dandaloo Pty Limited

C/- KPMG Peat Warwick

45 Clarence Street

SYDNEY NSW 2000

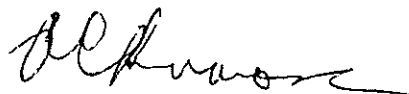
**DP1010882**

**PART 2 (CONTINUED)**

16. No building erected on any Lot burdened shall be used as a display or exhibition home or otherwise than as a private residence.
17. No fence shall be constructed or erected on any Lot burdened forward of the house building line as fixed or prescribed from time to time by Camden Council provided that the provisions of this Restriction shall not preclude side boundary fencing on any allotment located on the corner of a street or streets where such side fencing is approved by Camden Council.
18. The terms of all the covenants hereby created shall expire and be of no further force and effect from the date expiring ten (10) years after the date of registration of the deposited plan pursuant to which these covenants are created.
19. In respect of any of the covenants where the consent of Dandaloo is required, such consent can be given by any person or corporation nominated or appointed by Dandaloo for such purpose or any attorney of Dandaloo having power in that regard.
20. Should the terms of any covenant hereby created or any part thereof be found to be invalid or unenforceable, then the same shall be severed and such invalidity or unenforceability shall not affect the terms of any of the other covenants hereby created or any parts thereof which are valid and enforceable.

Person having power to release vary or modify the restriction secondly referred to in the abovementioned plan.

**DANDALOO PTY LIMITED**



# DP1010882

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

Lengths are in metres

PLAN 15/2000

(Sheet 8 of 8 Sheets  
Plan of Subdivision of  
Lot 1239 in DP1006035

Full name and address of  
Proprietor of the land

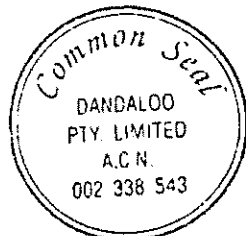
Dandaloo Pty Limited  
C/- KPMG Peat Warwick  
45 Clarence Street  
SYDNEY NSW 2000

3. Terms of restriction thirdly referred to in the abovementioned plan

No building shall be erected on any lot burdened unless such building is erected within the building envelope designated BE on the plan.

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

CAMDEN COUNCIL



*N. Fairfax*  
*G. J. Tredinick*

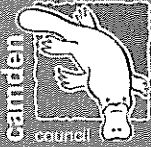
*N. Fairfax*  
M Fairfax - Sole Director  
M Fairfax - Mortgagee  
(G. J. Tredinick: witness to  
Mortgagee's signature)

Taylor Woodrow (Australia) Pty Limited  
ACN 000 097 825 by its Attorney  
Anthony Christopher Rumore pursuant to  
Power of Attorney Book 4011 No. 225

*A. C. Rumore*



*L. A. Jolly*



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

**APPLICANT:**                    Coutts Solicitors & Conveyancers  
  PO Box 255  
  NARELLAN NSW 2567

Certificate number:              20210016  
Receipt number:                  999999  
Certificate issue date:          11/01/2021  
Certificate fee:                  \$53.00  
Applicant's reference:          20210033  
Property number:                117475

**DESCRIPTION OF PROPERTY**

Land Description:          LOT: 1243 DP: 1010882  
Address:                      43 Kinnear Street HARRINGTON PARK 2567

**BACKGROUND INFORMATION**

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



## 1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

### LOCAL ENVIRONMENTAL PLANS (LEP'S)

Camden Local Environmental Plan 2010.

### STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011



SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences and Consents) 2018

SEPP (Primary Production and Rural Development) 2019

SEPP (Western Sydney Aerotropolis) 2020

**Note:** The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

### **DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)**

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1995)

Sydney Regional Environmental Plan No 20 - Hawkesbury - Nepean River (No 2 - 1997)

### **DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)**

Draft Stage 1 Camden Local Environmental Plan 2010 Amendment

### **DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)**

SEPP (Exempt and Complying Development Codes) Housekeeping Amendment 2008

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Short Term Rental Accommodation) 2019

SEPP (Housing Diversity) 2020

SEPP (Infrastructure) Amendment (Health Services Facilities) 2020

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

**Note:** The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

### **DEVELOPMENT CONTROL PLANS**

Camden Development Control Plan 2019, as amended

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## **2/2A. ZONING AND LAND USE UNDER RELEVANT LEPS AND/OR UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006**

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.





Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the State Environmental Planning Policy (Sydney Region Growth Centres) 2006. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

#### A. ZONE R3 MEDIUM DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

##### Objectives of zone

- \* To provide for the housing needs of the community within a medium density residential environment.
- \* To provide a variety of housing types within a medium density residential environment.
- \* To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- \* To encourage redevelopment of land for medium density housing in locations close to main activity centres within the Camden local government area.
- \* To minimise conflict between land uses within the zone and land uses within adjoining zones.

##### B. Permitted without consent

###### Home occupations

##### C. Permitted with consent

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Group homes; Home-based child care; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Any other development not specified in item B or D

##### D. Prohibited

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



E. Are there any development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so the minimum land dimensions so fixed.

No.

F. Does the land include or comprise critical habitat?

No.

G. Is the land in a conservation area (however described)?

No.

H. Is an item of environmental heritage (however described) situated on the land?

No.

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### 3. COMPLYING DEVELOPMENT

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### HOUSING CODE

Complying development MAY be carried out on the land.

#### LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

#### RURAL HOUSING CODE

Complying development MAY be carried out on the land.

#### GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.





**Note:** The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

#### **INLAND CODE**

The Inland Code does not apply to the Camden Local Government Area.

#### **HOUSING ALTERATIONS CODE**

Complying development MAY be carried out on the land.

#### **GENERAL DEVELOPMENT CODE**

Complying development MAY be carried out on the land.

#### **COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE**

Complying development MAY be carried out on the land.

#### **COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE**

Complying development MAY be carried out on the land.

#### **CONTAINER RECYCLING FACILITIES CODE**

Complying development MAY be carried out on the land.

#### **SUBDIVISION CODE**

Complying development MAY be carried out on the land.

#### **DEMOLITION CODE**

Complying development MAY be carried out on the land.

#### **FIRE SAFETY CODE**

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

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#### **4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

Not Applicable.



## 5. MINE SUBSIDENCE

Is the land proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No.

## 6. ROAD WIDENING AND ROAD REALIGNMENT

Is the land affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council?

No.

## 7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Is the land affected by a policy:

- (a) Adopted by the council, or
- (b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

### LAND SLIP

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

### BUSHFIRE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of bushfire.

### TIDAL INUNDATION

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

### SUBSIDENCE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence



## ACID SULPHATE SOILS

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulphate soils.

## OTHER RISK

### Contamination:

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

### Salinity:

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to Council's policy 'Building in a Salinity Prone Environment' and to requirements in the relevant Development Control Plan that applies to the land.

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## 7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi-dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) subject to flood related development controls?

No.

(2) Is development on that land or part of the land for any other purpose subject to flood related development controls?

No.

(3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.

---

## 8. LAND RESERVED FOR ACQUISITION

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act. 1979?

No.

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## 9. CONTRIBUTION PLANS



The name of each contributions plan applying to the land

Contributions Plan No 3 - Upper Narellan Creek Catchment (Trunk Drainage & Water Quality Facilities).

Contributions Plan No 18 – Harrington Park Release Area: Community & Recreation Facilities.

## 9A. BIO-DIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

**Note:** Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

No.

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## 10. BIODIVERSITY STEWARDSHIP SITES

Is the land or part of the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (where council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage)?

**Note:** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

No.

## 10A. NATIVE VEGETATION CLEARING SET ASIDES

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (where council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)?

No.

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## 11. BUSH FIRE PRONE LAND

Is the land or some of the land bush fire prone land (as defined in the Environmental Planning and Assessment Act. 1979)?

No.

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## 12. PROPERTY VEGETATION PLANS

Is the land subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force), where the council has been notified of the existence of the plan by the person or body that approved the plan under that Act?



No.

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### 13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Has an order been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order)?

No.

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### 14. DIRECTIONS UNDER PART 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of project or a stage of a project on the land under Part 4 of the Act does not have effect, and is there a provision that does not have effect?

No.

---

### 15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.

(a) Is there a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land?

No.

(b) Are there any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

---

### 16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

Is there a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

(a) the period for which the certificate is valid, and  
(b) that a copy may be obtained from the head office of the Department.

No.

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## 17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(1) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

(2) Are there any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No.

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## 18. PAPER SUBDIVISION INFORMATION

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

If so, what is the date of the subdivision order that applies to the land (words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation).

Not Applicable.

---

## 19. SITE VERIFICATION CERTIFICATES

Is there a current site verification certificate, of which the council is aware, in respect of the land?

**Note:** A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

No.

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## 20. LOOSE-FILL ASBESTOS INSULATION

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No.



## 21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Is there is any affected building notice of which the council is aware that is in force in respect of the land?

**Note:** Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

No.

(2) Is there any any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

**Note:** Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

No.

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## 22. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

For land to which State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies, whether the land is –

(a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or

No.

(b) shown on the Lighting Intensity and Wind Shear Map under that Policy, or

No.

(c) shown on the Obstacle Limitation Surface Map under that Policy, or

Yes, the subject land is shown on the Obstacle Limitation Surface Map.

**Note:** Clause 19(5) of the policy related to Aircraft Noise may apply from April 2021.

(d) in the "public safety area" on the Public Safety Area Map under that Policy, or

No.

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map under that Policy.

No.



## MATTERS PRESCRIBED BY SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997

**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) Is the land to which the certificate relates 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) Is the land to which the certificate relates 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) Is the land to which the certificate relates 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) Is the land to which the certificate relates 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) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act? - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

## DISCLAIMER AND CAUTION

The information on zones, controls etc., given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

The information contained in this certificate is accurate as at the date of this certificate.

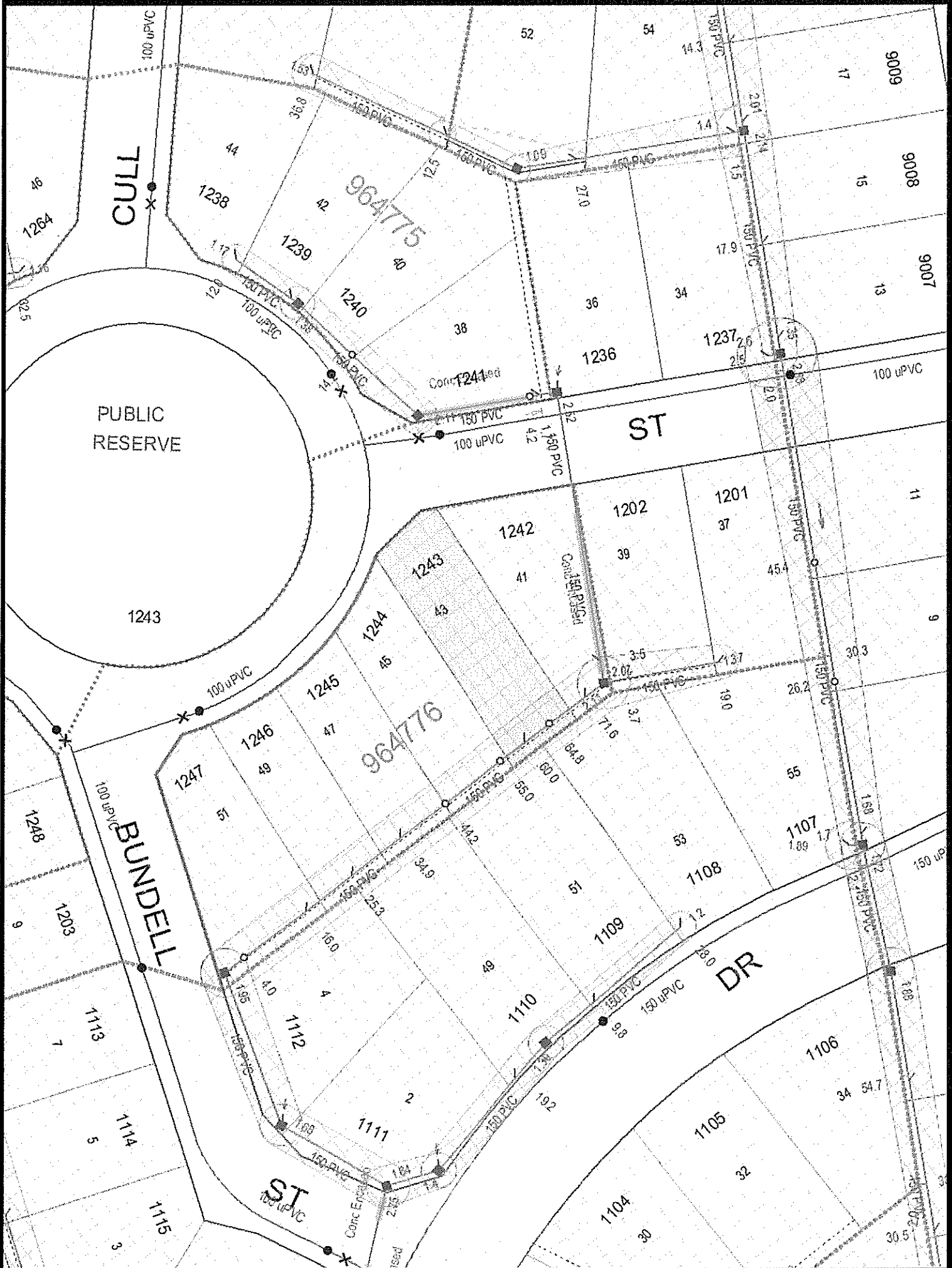
In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent





land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

**Ron Moore**  
General Manager



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only

# SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF CAMDEN

SUBURB OF HARRINGTON PARK

Copy of Diagram no. 3054621

## SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

■	Manhole	⊠	P Trap
□	Chamber	■	R Return Valve
●	Lamphead	◇	Cleaning Eye
⊗	Boundary Trap	○	Vert Vertical Pipe
⊙	Inspection Shaft	IP	Induct Pipe
■	Pit	MF	Micro Flap
⊞	Grade Interceptor	Jn	Junction
⊠	Gully	⊙RP	Rodding Point



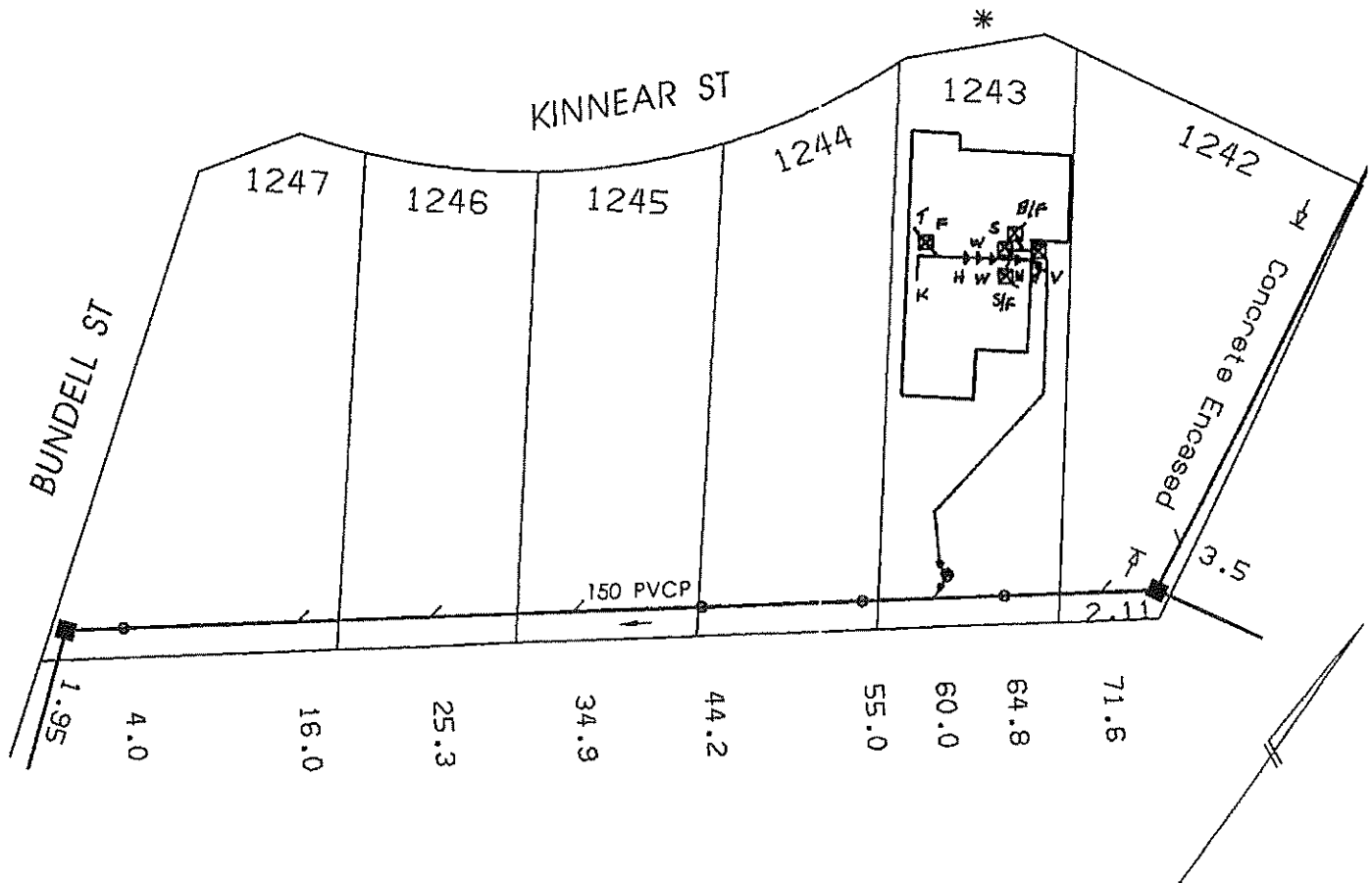
INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	bid	Bidet
○ V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink
○ 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 6, Clause 3)



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

Sewer Ref. Sheet No.	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected
	Inspector	Outfall	Inspector
	Cert. Of Compliance No.	Drafter	Cert. Of Compliance No.
	Field Diagram Examined by	Plumber	
	Tracing Checked by	Boundary Trap	For Regional Manager

**NOT REQUIRED**

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

## Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

### IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

### AGREEMENT

This Agreement is made on 20 / 07 / 2020 at: Narellan NSW BETWEEN

### LANDLORD (insert name of Landlord(s) and contact details)

Name/s: Jeanine Mammoliti

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: jeaninemammoliti@gmail.com

*Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.*

Address: N/A

*Note. These details must be provided for landlord(s) if there is no landlord's agent.*

### TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: Trent Anthony Thompson

Address: N/A

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

### LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: Pronard P/L T/as Professionals Narellan & District

Address: Studio 9, Shop 10-11, 38 Exchange Parade ACN: 169 379 079

Narellan NSW 2567 ABN: 26 169 379 079

Phone: (02) 4623 0380 Mobile: \_\_\_\_\_ Email: rentals@professionalsnarellan.com.au

Licence No.: 10023287 Licence Expiry: 22/06/2021

### TERM OF AGREEMENT

The term of this Agreement is:

6 Months  12 Months  18 Months  2 Years  3 Years  5 Years

Other (Please specify) 26 WEEKS

Periodic (no end date)

starting on: 28 / 07 / 2020 and ending on: 25 / 01 / 2021 (cross out if not applicable)

*Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.*

**RESIDENTIAL PREMISES** Note: insert any excluded items in the Other Additional Terms Item on the signature page

The residential premises are: 43 Kinnear Street, Harrington Park, NSW, 2567

The residential premises include: (include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)

Double Garage.

**RENT/RENT INCREASE**

The rent is: \$590.00 per: Week payable in advance starting on: 30 / 07 / 2020

Note. Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

Rent increase 1: Then from:  / / pay: \$0.00 per: N/A

Rent increase 2: Then from:  / / pay: \$0.00 per: N/A

Note. Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.

The tenant must pay the rent in advance on the Thursday of every Week (see Clause 4.2)

The method by which the rent must be paid:

(a) to: \_\_\_\_\_ at: \_\_\_\_\_  
by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: \_\_\_\_\_ Bank: \_\_\_\_\_

BSB: \_\_\_\_\_ Account No.: \_\_\_\_\_ Payment Reference: \_\_\_\_\_

or any other account nominated by the landlord; or

(c) as follows: IPayrent or Salary Sacrifice

Note. The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.

**RENTAL BOND** (Cross out if there is not going to be a bond)

A rental bond of \$ \$2,360.00 must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

the landlord or another person, or

the landlord's agent, or

NSW Fair Trading through Rental Bonds Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

**IMPORTANT INFORMATION**

**MAXIMUM NUMBER OF OCCUPANTS**

No more than 2 persons may ordinarily live in the Premises at any one time.

~~Other people who will ordinarily live at the premises may be listed here: (cross out if not needed)~~

**URGENT REPAIRS**

Nominated tradespeople for urgent repairs:

Electrical Repairs: Www.professionalsnarellan.com.au - Click Tenant Resources Phone: \_\_\_\_\_

Plumbing Repairs: Www.professionalsnarellan.com.au - Click Tenant Resources Phone: \_\_\_\_\_

Building Repairs: Www.professionalsnarellan.com.au - Click Tenant Resources Phone: \_\_\_\_\_

Other Repairs: Www.professionalsnarellan.com.au - Click Tenant Resources Phone: \_\_\_\_\_

**WATER USAGE**

Will the Tenant be required to pay separately for water usage?  Yes  No If 'yes', see Clauses 12 and 13

**UTILITIES**

Is electricity supplied to the premises from an embedded network?  Yes  No

Is gas supplied to the premises from an embedded network?  Yes  No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

**SMOKE ALARMS**

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

Hardwired smoke alarm  Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

.....  
If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

.....  
If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?  Yes  No

**STRATA BY-LAWS**

Are there any strata or community scheme by-laws applicable to the residential premises?  Yes  No

If 'yes', see Clauses 38 and 39

**GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]**

*[Cross out if not applicable]*

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

*[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]*

**Landlord**

Does the landlord give express consent to the electronic service of notices and documents?  Yes  No If yes, see clause 50.

Email Address: rentals@professionalsnarellan.com.au

*[Specify email address to be used for the purpose of serving notices and documents.]*

**Tenant**

Does the tenant give express consent to the electronic service of notices and documents?  Yes  No If yes, see clause 50.

Email Address: trent@ozlinensw.com.au

*[Specify email address to be used for the purpose of serving notices and documents.]*

**CONDITION REPORT**

A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this Agreement is given to the tenant for signing.

If this Agreement is for premises already occupied by the tenant under a previous agreement, the landlord and tenant agree that the condition report prepared for a tenancy agreement entered into by the tenant and dated 12 / 09 / 2016 applies to this Agreement.

**TENANCY LAWS**

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

## STANDARD TERMS OF AGREEMENT

### RIGHT TO OCCUPY THE PREMISES

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

### COPY OF AGREEMENT

2. The landlord agrees to give the tenant:
- 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
- 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

### RENT

3. The tenant agrees:
- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. The landlord agrees:
- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

**Note.** The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

### RENT INCREASES

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

**Note.** Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. The landlord and the tenant agree:
- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

### RENT REDUCTIONS

8. The landlord and the tenant agree that the rent abates if the residential premises:
- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

### PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. The landlord agrees to pay:
- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

**11. The tenant agrees to pay:**

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

**Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
- 11.6.1 are separately metered, or
- 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

**Note.** *Separately metered* is defined in the *Residential Tenancies Act 2010*.

- 12. The landlord agrees that the tenant is not required to pay water usage charges unless:**
- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
- 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
- 13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.**

**POSSESSION OF THE PREMISES**

- 14. The landlord agrees:**
- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

**TENANT'S RIGHT TO QUIET ENJOYMENT****15. The landlord agrees:**

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

**USE OF THE PREMISES BY TENANT****16. The tenant agrees:**

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

**17. The tenant agrees:**

- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

**18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:**

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

**Note.** Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

**LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES****19. The landlord agrees:**

- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and



**Note 1.** Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

**Note 2.** Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
  - (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
  - (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
  - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

#### URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

**Note.** The type of repairs that are *urgent repairs* are defined in the *Residential Tenancies Act 2010* and are defined as follows-

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

#### SALE OF THE PREMISES

21. The landlord agrees:
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
23. The landlord and the tenant agree:
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

#### LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

#### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. **The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

**Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

#### FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
31. **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

**Note.** The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

#### LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
33. **The tenant agrees:**
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

#### TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. **The landlord and the tenant agree** that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

**Note.** Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

#### CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

##### 37. The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

#### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

- ~~38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.~~
- ~~39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.~~

#### MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

#### RENTAL BOND

[Cross out this clause if no rental bond is payable]

41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

#### SMOKE ALARMS

##### 42. The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

**Note 1.** Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

##### 43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

**Note.** The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

**SWIMMING POOLS**

[Cross out this clause if there is no swimming pool]

45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:  
46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and  
46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

**LOOSE-FILL ASBESTOS INSULATION**

47. The landlord agrees:

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

**COMBUSTIBLE CLADDING**

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

**SIGNIFICANT HEALTH OR SAFETY RISKS**

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

**ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS**

50. The landlord and the tenant agree:  
50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and  
50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and  
50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

**BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS**

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:  
51.1 4 weeks rent if less than 25% of the fixed term has expired,  
51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,  
51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,  
51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

**ADDITIONAL TERMS**

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

**ADDITIONAL TERM - PETS**

[Cross out this clause if not applicable]

53. ~~The landlord agrees that the tenant may keep the following animal on the residential premises (specify the breed, size etc):~~

No Pets.  
↑↑

54. The tenant agrees:  
54.1 ~~to supervise and keep the animal within the premises, and~~  
54.2 ~~to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~  
54.3 ~~to ensure that the animal is registered and micro-chipped if required under law, and~~

- ~~54.4 to comply with any council requirements:~~
- ~~55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy:~~
- 56.1 The tenant agrees:
  - ~~(a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy:~~
  - ~~(b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense:~~
  - ~~(c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy:~~
  - ~~(d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent:~~
- 56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

- 59.2 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.5 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.6 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.7 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.8 not to affix any television antenna to the premises.
- 59.9 not to maliciously or negligently damage the premises or any part of the premises.
- 59.10 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 59.11 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 59.12 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.13 to notify the landlord of any infectious disease at the premises.

**ADDITIONAL TERM - CONDITION REPORT**

- 57. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.
- 57.1 The condition report will form part of and be included in this agreement.

**ADDITIONAL TERM - INSPECTIONS**

- 58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

**ADDITIONAL TERM - CARE OF PREMISES**

- 59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

**ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE**

- If Clause 45 is deleted this clause is not applicable.*
- 60. **Swimming Pool Safety and Maintenance**
  - 60.1 At the commencement of the tenancy, the landlord will:
    - (a) handover the pool in a condition that is safe for use
    - (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.
  - 60.2 During the term of the tenancy:
    - (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
      - (1) child-restraint barriers are in place and properly maintained,
      - (2) access gates and doors are securely closed at all times,
      - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
      - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
    - (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.

- (c) the tenant is responsible for general maintenance including:
- (1) regular cleaning of filter baskets
  - (2) maintaining required water levels
  - (3) removing vegetation and other rubbish from the pool
  - (4) maintaining the pool water condition
  - (5) regular pool services
  - (6) payment of costs for all required pool chemicals
  - (7) advising the landlord or the agent immediately of any pool related problem.

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

The tenant is to return the pool in good order and condition as at the beginning of the tenancy.

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

#### ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

#### ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term the tenant agrees:

- (a) to deliver vacant possession in accordance with the termination notice; and
- (b) to deliver up all keys and security devices; and
- (c) to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.

64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:

- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
- (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
- (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
- (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

65. Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement or the *Residential Tenancies Act 2010*.

**Note.** Where the tenancy is at an end and the tenant does not vacate the premises the landlord is entitled to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

#### ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
- (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
- (e) Leave the premises (including the grounds) in a neat and tidy condition.
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (b), (c) and (f) to the landlord/landlord's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

#### ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

#### ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television - analogue, digital or cable) in the same condition as at the start of the tenancy, and ensure (if required) the services are transferred or terminated as the landlord may direct.

69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.

70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of fittings in the premises relating to such services.

#### ADDITIONAL TERM - STATUTES AND BY-LAWS

71. ~~The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises or the tenant's occupation of the premises:~~

#### ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.

73. The tenant agrees, not by act or omission to, do anything which would cause any increase in the premium of any insurance the landlord may have over the premises (or their contents) or cause such insurance policy to be invalidated.

**ADDITIONAL TERM - RENT INCREASE DURING THE TERM**

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

**ADDITIONAL TERM - PRIVACY**

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
  - (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
  - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
  - (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
  - (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
  - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
  - (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.

- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

**ADDITIONAL TERM - DATA COLLECTION**

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

**ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS**

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
  - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
  - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
  - (4) by email, where the party has given express consent in accordance with clause 50; or
  - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

**NOTES****1. DEFINITIONS**

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
  - (a) the letting of residential premises, or
  - (b) the collection of rents payable for any tenancy of residential premises.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (Cth)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

**2. CONTINUATION OF TENANCY (if fixed term agreement)**

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

**3. ENDING A FIXED TERM AGREEMENT**

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

**4. ENDING A PERIODIC AGREEMENT**

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

**5. OTHER GROUNDS FOR ENDING AGREEMENT**

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

**6. WARNING**

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.



**OTHER ADDITIONAL TERMS**

*Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.*

1. The Tenant acknowledges & agrees that all non-urgent repairs are to be submitted to the Agent in writing.
2. The Tenant acknowledges & agrees that any mail delivered to the rented premises, not addressed to them, will be forwarded to the managing Agent without delay.
3. The Tenant agrees to supply their home and work telephone numbers to the Landlords Agent & further agrees to notify the Landlords Agent of any changes to these numbers within 7 days.
4. The Tenant acknowledges & agrees to supply their email address to the Landlords Agent as I/We accept & agree all correspondence (including notices) will be via email & further agrees to notify the Landlord's Agent of any changes to these emails within 7 days.
5. The tenant agrees they will not erect a swimming pool at the property without the Landlords consent. Swimming pool includes in ground, above-ground, indoor, portable & other types of pools and spa pools that are capable of being filled to a depth of 300mm or more of water.
6. The Tenant acknowledges & agrees that any fireplaces in the rented premises are for decoration only & are not to be used for the lighting of fires without the Landlords written consent.
7. The Tenant acknowledges & agrees to place felt under the furniture to protect polished floorboards. Any damages caused to the floorboards will be the responsibility of the tenant to repair.
8. The Tenant acknowledges & agrees not to park any motor vehicles on any lawns, gardens & council strips at the property. Any damages caused to the grounds, gardens or council strips will be the responsibility of the tenant to repair.
9. The Tenant acknowledges & agrees that photos will be taken at each Routine Inspection for our records which will be conducted during business hours on a Wednesday Thursday or Friday.
10. The Tenant acknowledges & agrees that if a repair request is reported to our office - and either no fault is found or the fault has been caused by tenant neglect, the tenant will be responsible for payment of the account.
11. The Tenant acknowledges & agrees to regularly clean all air conditioning filters as per the manufacturer's instructions.

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**SIGNATURES**

**THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

*Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.*

SIGNED BY THE LANDLORD: Kylie Mason Date: 21/7/2020  
*(Signature of landlord or landlord's agent on behalf of the landlord)*

**LANDLORD INFORMATION STATEMENT**

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

SIGNED BY THE LANDLORD: Kylie Mason Date: 21/7/2020  
*(Signature of landlord or landlord's agent on behalf of the landlord)*

*Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.*

SIGNED BY THE TENANT: Trent Thompson Date: 21/7/2020  
*(Signature of tenant)*

SIGNED BY THE TENANT (2): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
*(Signature of tenant 2)*

SIGNED BY THE TENANT (3): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
*(Signature of tenant 3)*

SIGNED BY THE TENANT (4): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
*(Signature of tenant 4)*

**TENANT INFORMATION STATEMENT**

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

SIGNED BY THE TENANT/S: Trent Thompson Date: 21/7/2020  
*(Signatures of tenants)*

For information about you rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)



## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

#### Section 22D – Swimming Pools Act 1992

Pool No: ea25320d  
Property Address: 43 KINNEAR STREET HARRINGTON PARK  
Expiry Date: 05 November 2021  
Issuing Authority: Michael Hopkins - Accredited Certifier - bpb2562

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

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# NSW SWIMMING POOL REGISTER

## Certificate of Compliance

### Section 22D - Swimming Pools Act 1992

**Pool No:** ea25320d  
**Property Address:** 43 KINNEAR STREET HARRINGTON PARK  
**Expiry Date:** 05 November 2021  
**Issuing Authority:**

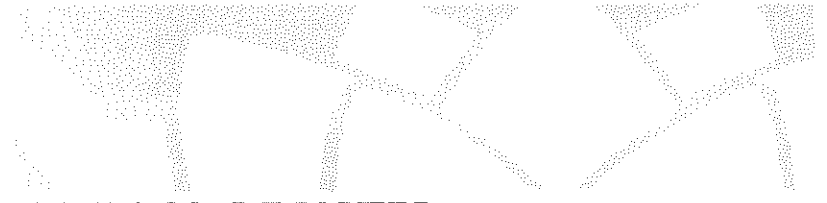
The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

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



## **NSW SWIMMING POOL REGISTER**

### **Certificate of Registration**

#### **Section 30C - Swimming Pools Act 1992**

<b>Pool No:</b>	<b>ea25320d</b>
<b>Property Address:</b>	<b>43 KINNEAR STREET HARRINGTON PARK</b>
<b>Date of Registration:</b>	<b>02 March 2016</b>
<b>Type of Pool:</b>	<b>An outdoor pool that is not portable or inflatable</b>
<b>Description of Pool:</b>	<b>In ground</b>

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**

