

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Professionals Narellan & District Studio 9, Shop 10-11/38 Exchange Parade, Smeaton Grange, NSW 2567	Phone: 02 4623 0380 Ref: Marnie Harris
co-agent		
vendor	Jane Thomson 4 Pepperfields place, Grasmere, NSW 2570	
vendor's solicitor	Watson Law Pty Ltd 1, 302 Camden Valley Way, Narellan NSW 2567 PO Box 1012, Narellan NSW 2567	Phone: 02 4647 5526 Ref: KW:SW:211852 E: samantha@watlaw.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 8 Wilmott Court, Camden Park, New South Wales 2570 Registered Plan: Lot 216 Plan DP 1049111 Folio Identifier 216/1049111	(clause 15)

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions blinds dishwasher light fittings stove
 built-in wardrobes fixed floor coverings range hood pool equipment
 clothes line insect screens solar panels TV antenna
 curtains other:

exclusions

purchaser

purchaser's solicitor

price \$

deposit \$

balance \$

E:

(10% of the price, unless otherwise stated)

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

ChoicesVendor agrees to accept a **deposit-bond** (clause 3) NO yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

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* NO yes (if yes, vendor must provide

(GST residential withholding payment)

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 checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <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"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract Other <input type="checkbox"/> 59
Home Building Act 1989	
<input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	
Swimming Pools Act 1992	
<input type="checkbox"/> 27 certificate of compliance <input 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 & 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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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 *servicing* 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 *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

8 Wilmott Court CAMDEN PARK NSW 2570

FURTHER SPECIAL CONDITIONS

1. AMENDMENTS

- a) Clause 5.2.1 of this Contract is amended by deleting the reference to twenty-one (21) days and making it fourteen (14) days;
- b) Clause 5.2.2 of this Contract is amended by deleting the reference to twenty-one (21) days and making it fourteen (14) days;
- c) Clause 7.2.1 is amended by removing 10% and replacing it with 5%;
- d) Clause 7.2.4 is amended by deletion of the words “and costs of the purchaser”;
- e) Clause 8.2 is deleted;
- f) Clause 14.4.2 is deleted;
- g) Clause 16.8 is amended to read “If the vendor requires more than five (5) bank cheques, the vendor must pay \$6.00 for each extra cheque”.
- h) Clause 16.12 is amended by deletion of the words ‘but the vendor must pay the purchaser’s additional expense, including any agency or mortgagee fee’;

2. RELEASE OF DEPOSIT

Notwithstanding any other term or condition to the contrary contained herein, the deposit or any part of the deposit as the vendor may require shall be released to the vendor or as the vendor may direct for the sole purpose of payment of a deposit, stamp duty or balance purchase monies for the purchase of Real Estate property, and if released for the purpose of payment of a deposit then providing that such deposit is held in a Solicitor’s or Real Estate Agent’s Trust Account. The execution of this Contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.

3. PAYMENT OF DEPOSIT

It is acknowledged between the parties to this Contract that the deposit payable by the purchaser is the full 10% of the purchase price (hereinafter referred to as “the deposit”). Should the vendor allow the purchaser to pay part of the deposit on the making of this Contract, the balance of the deposit will become immediately due and payable as follows:

- a) if the purchaser/s default in the observance or performance of any obligation of any terms or conditions on the Contract; or
- b) on completion;

whichever is the earlier.

4. **DEATH OR INCAPACITY**

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

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

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

5. **AGENT**

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

6. **INVALIDITY ETC.**

- a) In the event of any inconsistency between these special conditions and the special conditions contained in the printed conditions of the Contract, these special conditions shall prevail;
- b) The purchaser acknowledges that if prior to the signing of this Contract by or on behalf of the purchaser, documents or copies of documents of the kind referred to in this Contract, were attached to this Contract at the request of the

vendor, by or on behalf of the purchaser or the solicitor for the purchaser, the person so attaching such documents or copies of documents did so as the Agent of the vendor;

- c) The vendor shall not be required to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reasons of existence of any charge on the property for any rate, tax or outgoing and shall be obliged to serve a Notice to Complete on the purchaser notwithstanding that at the time such notice is issued or at anytime thereafter, there is a charge on the property for any rate, tax or outgoing.

7. **STATE OF REPAIR**

The purchaser acknowledges that the property and the improvements erected thereon are being sold in their present condition and that he buys the property relying on his own inspection, knowledge and inquiries and that he does not rely on warranties or representations (if any) made to him by or on behalf of the vendor other than those contained in this Contract.

The purchaser also acknowledges that he is purchasing the property in its' present condition as inspected and he acknowledges that no objection shall be taken, requisition made or compensation demanded in respect thereof.

8. **INCLUSIONS**

The purchaser shall accept the inclusions specified in this Contract in their present state and condition subject to fair wear and tear and the vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear thereof occurring after the date of this Contract.

9. **NOTICE TO COMPLETE**

In the event of either party is unable or unwilling to complete this contract on the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such Notice shall give not less than fourteen (14) days' notice after that day immediately following the day on which the notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties to be reasonable and shall be deemed both at law and equity sufficient to make time of the essence of this Contract. 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 costs of issue of such Notice assessed at \$330.00 (inclusive of GST) payable on completion.

10. **INTEREST**

If the purchaser shall not complete this purchase by the date for completion, without default by the vendor or if the vendor cannot settle on that day then the 2nd day after written notice from the vendor that the vendor is able to settle, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money, an amount calculated as nine per cent (9%) per annum, interest on the balance of purchase money, computed at a daily rate from the date immediately after the date for completion to the day on which this Contract is completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

11. **CANCELLATION/RESCHEDULING SETTLEMENT**

In the event that settlement does not take place at the scheduled date and time, due to the default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$198.00 (including GST) on settlement, to cover the legal costs and other expenses incurred as a consequence of the cancellation or reschedule of settlement.

12. **TRANSFER**

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

If this contract is not completed electronically, the purchaser must serve the correct form of Transfer at least 14 days prior to the date for completion. If the correct form of Transfer is not served within the time period stipulated then the purchaser shall pay to the vendor the sum of \$110.00 (including GST) on settlement to cover legal costs and expenses incurred as a consequence of the Purchaser's delay.

13. **WARRANTIES**

The purchaser acknowledges that he does not rely upon any warranty, statement or representations made or given by the vendor or on behalf of the vendor except as expressly provided herein. The purchaser acknowledges that he has inspected the property and the improvements (if any) erected on the property and relies entirely upon his own inquiries and inspection and accepts the property as it stands in its' present

condition and state of repair and subject to all defects (if any) whether latent or patent. The purchaser shall not be entitled to make any objections, requisitions or claims for compensation in respect of any matters referred to in this Clause.

14. **NON-COMPLIANCE**

In the event that there is any pergola, carport or any other structures on the property which do not comply with the requirements of the local Council or any other competent authority, then the Purchaser shall not raise any objection, make any requisition or claim compensation in respect of such non-compliance or because of failure or refusal of the local Council to issue a Building Certificate by reason of such non-compliance.

15. **WATER USAGE**

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

16. **SWIMMING POOL**

If a swimming pool is included in the property, the purchaser must take the swimming pool and surrounds and fencing, if any, in its' present state of repair. The purchaser will not make any claim, objection or requisition in relation thereto or as to whether or not it complies with the Swimming Pools Act 1992. If any competent authority issues any notice requiring the erection of, or alteration to a fence or other work pursuant to the Swimming Pools Act 1992, such fence or work must be erected or carried out by the purchaser at the purchaser's expense.

17. **REQUISITIONS ON TITLE**

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

18. **SEWERAGE DIAGRAM**

The Vendor warrants and the Purchaser acknowledges that the diagram annexed to the Contract may only disclose the sewer mains and this is the only diagram available

for the property from the appropriate sewerage authority at the date of this Contract. The purchaser agrees to make no objection, requisition or claim for compensation in respect of any matter disclosed therein or ascertainable therefrom.

19. **PLACE OF SETTLEMENT**

If this contract is not completed electronically, settlement shall be effected as the vendor's mortgagee directs. If the property is not mortgaged, then the settlement shall be effected at the offices of Watson Law and should the purchasers' not be in a position to settle at the offices of Watson Law, settlement may be effected at a place nominated by the purchasers' as long as the vendor's solicitors' agency fees in the sum of \$110.00 (inclusive of GST) are paid by the purchasers'.

20. **FOREIGN TAKEOVERS ACT**

The Purchaser warrants that:

- (i) The Purchaser (and if more than one then each of them) is ordinarily a resident in Australia within the meaning of the Foreign Takeovers Act 1975;
- (ii) The provision of the Foreign Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the Purchaser or this purchase.

In the event there being such a breach of this warranty whether deliberately or unintentionally the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

This warranty shall not merge on completion.

21. **GUARANTORS**

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

22. **EXISTING TENANCIES**

The vendor discloses that the property is currently tenanted by Liliane Lowry and Noel Lowry. There is currently no formal lease in place. The tenants pay rent in the amount of \$600 per week and there is a rental bond of \$2,320. The tenancy is managed by VHR Property Link.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Jane Thomson**
Purchaser:
Property: **8 Wilmott Court, Camden Park**
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*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies 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.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or 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?

Survey and building

13. 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.
14. 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.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* 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 under the *Home Building Act 1989*.
- 16. 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?
- 17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (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* or the *Encroachment of Buildings Act 1922*?

Affectations

- 19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22. (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?
- 23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

- 25. If 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.
- 26. 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.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. 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 completion date.



FOLIO: 216/1049111

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/2/2021	9:55 AM	5	29/11/2010

LAND

LOT 216 IN DEPOSITED PLAN 1049111
 AT CAMDEN
 LOCAL GOVERNMENT AREA WOLLONDILLY
 PARISH OF CAMDEN COUNTY OF CAMDEN
 TITLE DIAGRAM DP1049111

FIRST SCHEDULE

JANE THOMSON (T AF906016)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H567823 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 9191080 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE SITE DESIGNATED (A) IN PLAN WITH 9191080
- 4 9191081 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE SITE DESIGNATED (A) IN PLAN WITH 9191081
- 5 DP1049111 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1049111 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1049111 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 3 IN THE S88B INSTRUMENT
- 8 DP1049111 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 4 IN THE S88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

211852

PRINTED ON 12/2/2021

* 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.

Approved by the Registrar of Standard Conveyances
 Registered by Land Information
 1004 533 by DMS 2018 (ACT)
 Book 1443 of 2018
 Page 14 of 20
 This plan is intended to be registered in the Public Register of Standard Conveyances
 under the provisions of the Land Information
 Act 2018.

Laura Terry
 Registrar

Crown Lands Office Approval

Authorised Officer: _____
 Land District: _____
 Paper No: _____
 Field Book: _____

Subdivision Certificate

I certify that the provisions of a 100% of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed:

SUBDIVISION _____
 (Insert subdivision or new road)

 (Insert subdivision or new road)

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

* Delete wherever it inapplicable.

PLAN APPROVED

Authorised Officer: _____
 Land District: _____
 Paper No: _____
 Field Book: _____

Subdivision Certificate

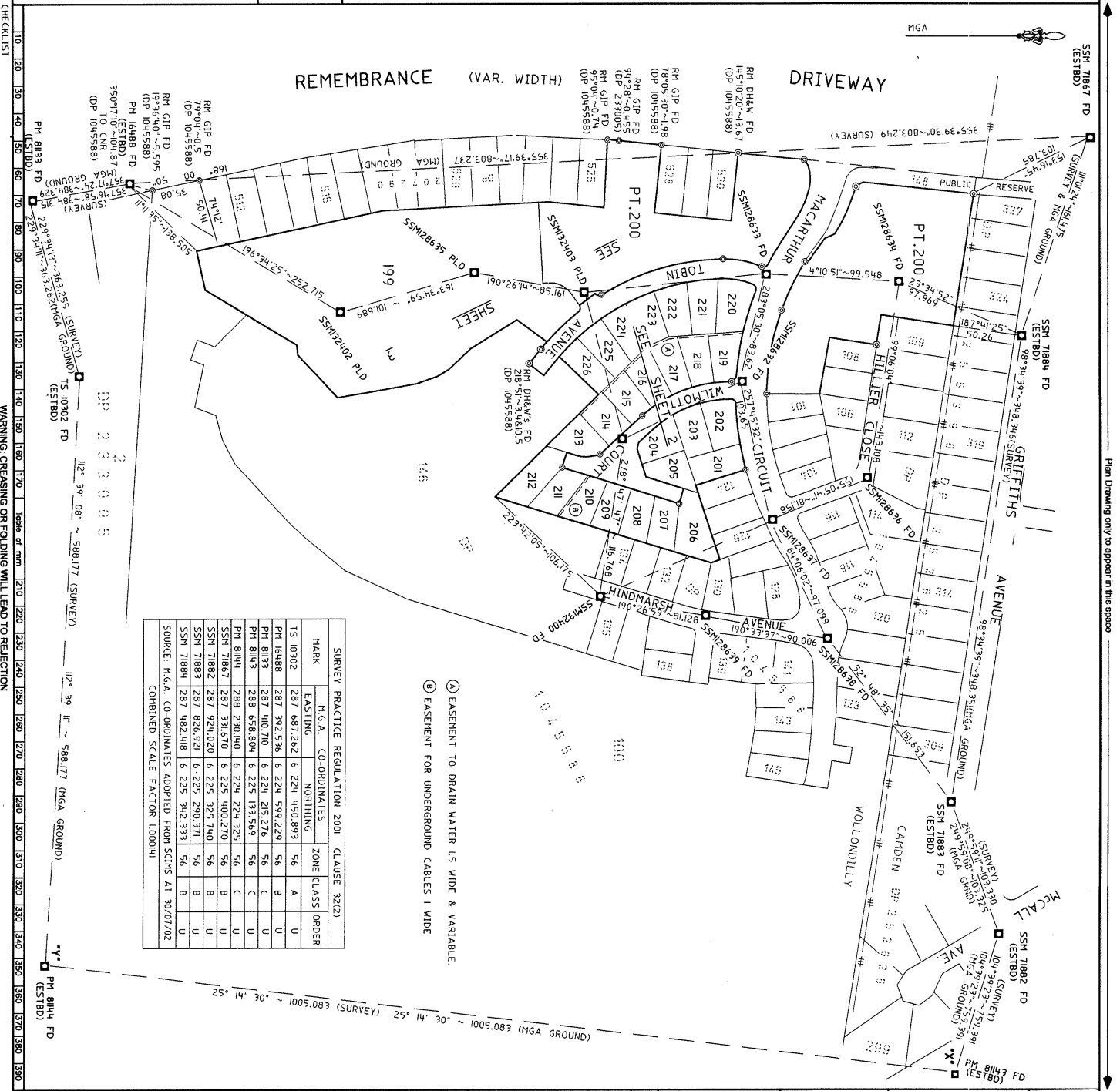
I certify that the provisions of a 100% of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed:

SUBDIVISION _____
 (Insert subdivision or new road)

 (Insert subdivision or new road)

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

* Delete wherever it inapplicable.



Registered: DP1049111

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U 6422-6#

Last Plan: DP 1045588

PLAN OF SUBDIVISION OF LOT 147 DP 1045588

LGA: WOLLONDILLY

Locality: CAMDEN

Parish: CAMDEN

County: CAMDEN

Lengths are in metres. Reduction Ratio: 1:2000

This is sheet 1 of 1 of my plan in 3 sheets.

1. PETER ROBERT HOWE
 Surveyor (General) Registration 2001
 LEAN & HAVARD P/L
 of PO BOX 232, GARRIBELLA TOWN, N.S.W., 2580
 a surveyor registered under the Surveyors Act 1978. (Notice
 has been made in accordance with the Surveyors (Practice
 Regulation 2001) and was 874, 444,187, 2003
 completed on: 10/11/2018
 (Name appearing on this plan is not a surveyor or a person or firm
 duly licensed to practise under the Surveyors Act 1978.)
 Type: Urban/General
 (Signature) _____
 The Surveyors Act 1978

Plans used in preparation of Survey/Completion:
 DP 202490 DP 658458
 DP 233005 DP 408826 DP 719819
 DP 233005 DP 408533 DP 1034231
 DP 252625 DP 447469 DP 1034630
 DP 252625 DP 538998 DP 1045588
 DP 255386 DP 551376

PANEL FOR USE ONLY for alterations of
 intention to dedicate public roads to create
 public reserves, drainage reserves, easements,
 restrictions on the use of land or positive
 covenants.

PURSUANT TO SECTION 888 OF THE
 CONVEYANCING ACT 1919 AS AMENDED,
 IT IS INTENDED TO CREATE:
 1. EASEMENT TO DRAIN WATER
 1.5 MIDE & VARIABLE.
 2. EASEMENT FOR UNDERGROUND
 CABLES 1 WIDE.
 3. RESTRICTION ON THE USE OF LAND.
 4. RESTRICTION ON THE USE OF LAND.

IT IS INTENDED TO DEDICATE WILMOTT
 COURT & TOBIN AVENUE TO THE PUBLIC
 AS PUBLIC ROAD.

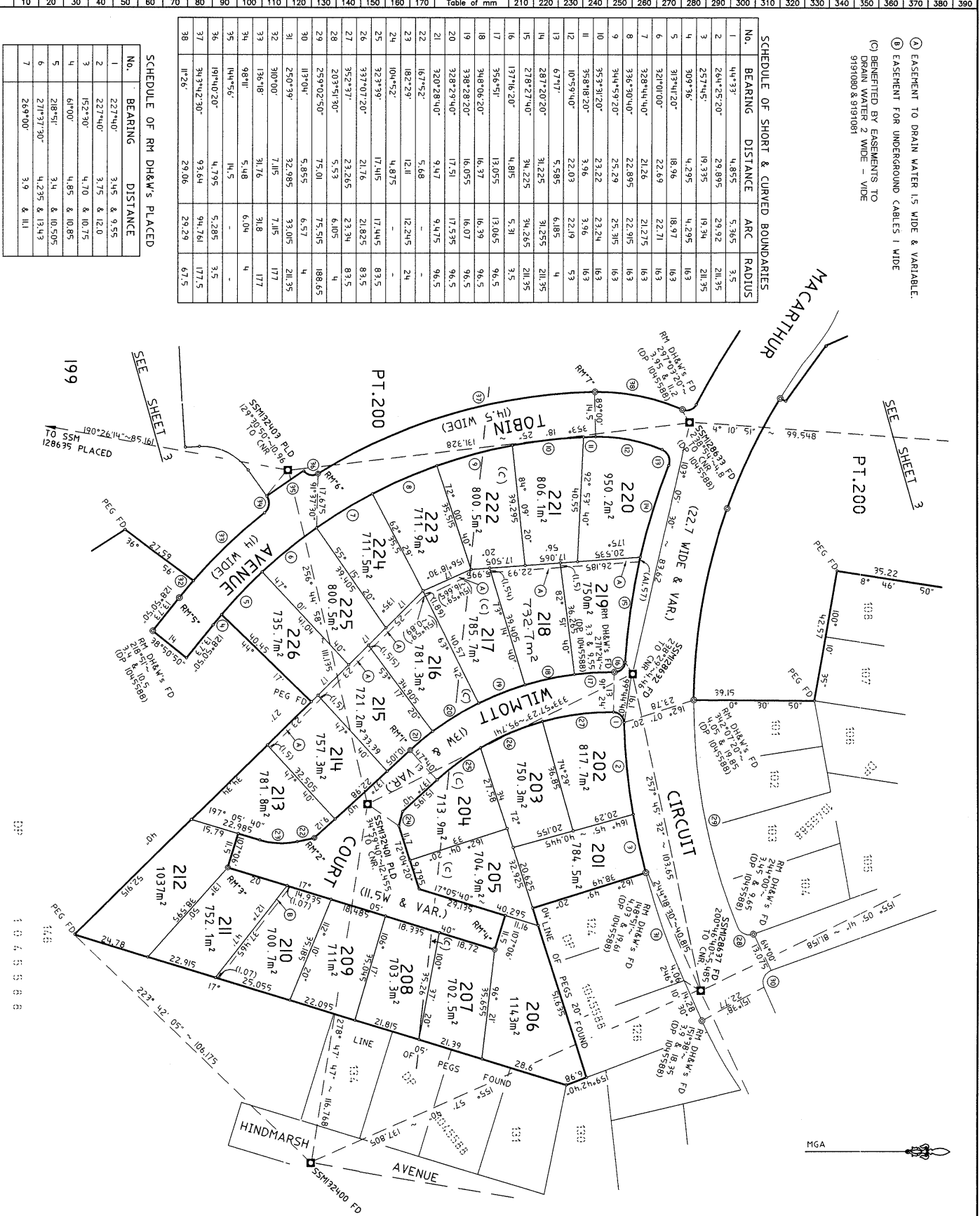
- (A) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE.
- (B) EASEMENT FOR UNDERGROUND CABLES 1 WIDE
- (C) BENEFITED BY EASEMENTS TO DRAIN WATER 2 WIDE - WIDE 9191080 & 9191081

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	44°33'	4.855	5.765	3.5
2	264°25'20"	29.895	29.92	211.35
3	257°45'	19.335	19.34	211.35
4	309°36'	4.295	4.295	16.3
5	313°41'20"	18.96	18.97	16.3
6	321°01'00"	22.69	22.71	16.3
7	328°44'40"	21.26	21.275	16.3
8	336°30'40"	22.895	22.915	16.3
9	344°59'20"	25.29	25.315	16.3
10	353°31'20"	23.22	23.24	16.3
11	358°18'20"	3.96	3.96	16.3
12	10°59'40"	22.03	22.19	53
13	67°47'	5.585	6.085	4
14	281°20'20"	31.225	31.285	211.35
15	278°27'40"	34.225	34.265	211.35
16	137°16'20"	4.815	5.31	3.5
17	356°51'	13.055	13.065	96.5
18	348°06'20"	16.37	16.39	96.5
19	338°28'20"	16.055	16.07	96.5
20	328°29'40"	17.51	17.595	96.5
21	320°28'40"	9.47	9.475	96.5
22	167°52'	5.68	12.245	24
23	182°29'	12.11	12.245	24
24	104°52'	4.875	-	-
25	323°39'	17.415	17.445	83.5
26	331°01'20"	21.76	21.825	83.5
27	352°37'	23.265	23.34	83.5
28	203°51'30"	5.53	6.05	4
29	259°02'50"	75.01	75.515	188.65
30	113°04'	5.855	6.57	4
31	250°39'	32.985	33.015	211.35
32	310°00'	7.115	7.115	177
33	136°18'	31.76	31.8	177
34	98°11'	5.48	6.04	4
35	184°56'	14.95	-	-
36	189°40'20"	4.795	5.285	3.5
37	343°42'30"	93.64	94.761	177.5
38	11°26'	29.06	29.29	67.5

SCHEDULE OF RM DH&W'S PLACED

No.	BEARING	DISTANCE
1	227°40'	3.45 & 9.55
2	227°40'	3.75 & 12.0
3	152°30'	4.70 & 10.75
4	61°00'	4.85 & 10.85
5	218°51'	3.4 & 10.505
6	271°37'30"	4.235 & 13.43
7	269°00'	3.9 & 11.1



DP1049111

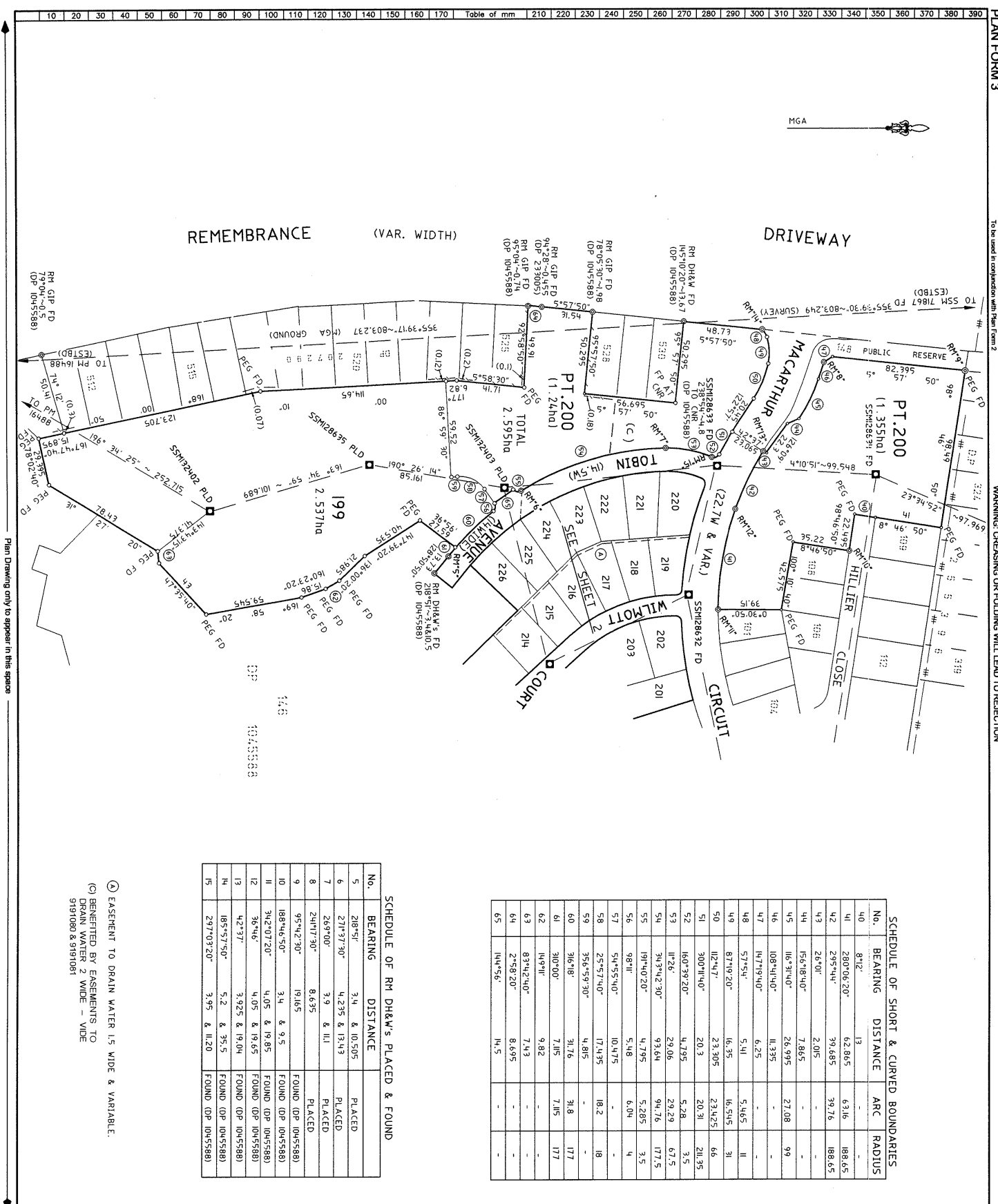
Registered: *Atobpas*
 This is sheet 2 of my plan in 3 sheets, dated 8TH JANUARY 2003

Elis House
 Surveyor registered under the Surveyors Act 1923.
 This is sheet 2 of the plan of 3 sheets covered by submission Certificate No. 4 of 2003

Authorised Person/Personal Manager/Professional Controller
opun
 For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio: 1: 800

SURVEYORS REFERENCE: 75(64)ST2A.L02



DP1049111

Registered: *Bl. Olyshon*

This is sheet 3 of my plan in 3 sheets dated 9th JANUARY 2003

Peter Harris

Silverfox registered under the Surveyors Act 1929.

This is sheet 3 of the plan of 3 sheets covered by subdivision Certificate No. 4 of 2003

Alphus

Authorised Person/Consent Manager/Registered Controller

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

Reduction Ratio: 1:1500

SURVEYOR'S REFERENCE: 75164, ST2A, L03

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

Lengths are in metres

(Page 1 of 12 Sheets)

DP1049111

Subdivision of Lot 147 DP 1045588
 covered by Council Certificate
 No. **4 OF 2003** dated the **23rd**
 day of **JANUARY** 2003

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

Stockland ^{Development} ~~(Constructors)~~ Pty. Limited *dy.*
 ACN 000 064 835
 157 Liverpool Street. SYDNEY. NSW. 2000

PART 1

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1.5 wide and variable	214 215 216 217 218 219	213 213, 214 213, 214, 215 213, 214, 215, 216 213, 214, 215, 216, 217 213, 214, 215, 216, 217, 218
2	Easement for Underground Cables 1.0 wide.	210	Integral Energy Australia
3	Restriction on the use of land	Every lot from 201 to 226	Every other lot from 201 to 226
4	Restriction on the use of land	Every Lot from 201 to 226 inclusive	Wollondilly Shire Council

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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DP1049111

Subdivision of Lot 147 DP 1045588
covered by Council Certificate
No. **4 of 2008** dated the **23rd**
day of **JANUARY** 2003

PART 2

1. Terms of Easement to drain water firstly referred to in the abovementioned plan.

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

2. Terms of Easement for Underground cables secondly referred to in the abovementioned plan.

As set out in Memorandum Number 3021851.

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

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

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

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

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

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

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



**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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Subdivision of Lot 147 DP 1045588
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No. **4 OF 2003** dated the **23rd**
day of **JANUARY** 2003

common wall with another Dwelling in which case the middle of any such common wall shall be deemed to be the external face thereof; but

(b) shall exclude the floor area of: -

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

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

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

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

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

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

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

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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Subdivision of Lot 147 DP 1045588
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No. **4 of 2003** dated the **23rd**
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include any area which is not visible from any public road
and/or place.

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

"Stockland" means STOCKLAND ^{DEVELOPMENT} (~~CONSTRUCTORS~~) PTY LIMITED. *AL*

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

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

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



**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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Subdivision of Lot 147 DP 1045588
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day of **JANUARY** 2003

DP1049111

2. Whilst Stockland owns any lot or part of a lot within the Whole estate and for a period of three (3) years thereafter no dwelling may be erected or commenced nor permitted to remain on any lot burdened unless;
- (i) the dwelling, to be erected, external materials, colours and finishes including roof tiles and bricks of the dwelling and landscaping have been designed in accordance with the Design Guidelines for Bridgewater published by Stockland from time to time, and
 - (ii) the plans, elevations and a schedule of external materials, colours and finishes including roof tiles and bricks have been submitted to and approved in writing by Stockland. Approval by Stockland must be obtained before application is made to any relevant authority.

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

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

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



**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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(Page 6 of 12 Sheets)

DP1049111

Subdivision of Lot 147 DP 1045588
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No. **4 of 2003** dated the **23rd**
day of **JANUARY** 2003

6. No building containing a Dwelling shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of:-
- (i) bricks; or
 - (ii) stone; or
 - (iii) brick and/or stone that has been
 - (a) cement rendered and painted; or
 - (b) coated with cement using the process commonly known as "bagging" and painted; or
 - (iv) such other materials, in such proportions, as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion; or
 - (v) any combination of the materials referred to in sub-clauses (i) to (iv) inclusive immediately above referred to in this restriction.

AND

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

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

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

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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Subdivision of Lot 147 DP 1045588
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day of **JANUARY** 2003

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



**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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Subdivision of Lot 147 DP 1045588
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No. **4 of 2003** dated the **23rd**
day of **JANUARY** 2003

DP1049111

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

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

(Page 9 of 12 Sheets)

DP1049111

Subdivision of Lot 147 DP 1045588
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No. **4 of 2003** dated the **23rd**
day of **JANUARY** 2003

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

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

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

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

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

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

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

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

Name of authority empowered to release, vary or modify the Easement firstly referred to and the Restriction fourthly referred to in the abovementioned plan.

Wollondilly Shire Council.

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND RESTRICTIONS ON
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**Full name and address of
 the Proprietor of the land:**

Stockland ^{Development} ~~(Constructors)~~ Pty. Limited *dy.*
 ACN 000 064 835
 157 Liverpool Street. SYDNEY. NSW. 2000

PART 1

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1.5 wide and variable	214 215 216 217 218 219	213 213, 214 213, 214, 215 213, 214, 215, 216 213, 214, 215, 216, 217 213, 214, 215, 216, 217, 218
2	Easement for Underground Cables 1.0 wide.	210	Integral Energy Australia
3	Restriction on the use of land	Every lot from 201 to 226	Every other lot from 201 to 226
4	Restriction on the use of land	Every Lot from 201 to 226 inclusive	Wollondilly Shire Council

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PART 2

1. Terms of Easement to drain water firstly referred to in the abovementioned plan.

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

2. Terms of Easement for Underground cables secondly referred to in the abovementioned plan.

As set out in Memorandum Number 3021851.

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

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

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

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

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

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

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

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common wall with another Dwelling in which case the middle of any such common wall shall be deemed to be the external face thereof; but

(b) shall exclude the floor area of: -

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

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

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

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

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

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

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

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include any area which is not visible from any public road
and/or place.

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

"Stockland" means STOCKLAND ^{DEVELOPMENT} (~~CONSTRUCTORS~~) PTY LIMITED. *AL*

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

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

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



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2. Whilst Stockland owns any lot or part of a lot within the Whole estate and for a period of three (3) years thereafter no dwelling may be erected or commenced nor permitted to remain on any lot burdened unless;
- (i) the dwelling, to be erected, external materials, colours and finishes including roof tiles and bricks of the dwelling and landscaping have been designed in accordance with the Design Guidelines for Bridgewater published by Stockland from time to time, and
 - (ii) the plans, elevations and a schedule of external materials, colours and finishes including roof tiles and bricks have been submitted to and approved in writing by Stockland. Approval by Stockland must be obtained before application is made to any relevant authority.

Stockland will not withhold its consent where plans, elevations, materials or finishes substantially conform with the Design Guidelines for Bridgewater published by Stockland from time to time. Should plans not be submitted in a form capable of being approved by Stockland's at the completion of a 12 month period from the date of purchase of the lot to be burdened from Stockland's, Stockland shall have the right, but not the obligation, to repossess the lot to be burdened at a price being no more than the original purchase price less expenses relating to such sale and resell the lot to be burdened to any other party on market terms.

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



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6. No building containing a Dwelling shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of:-
- (i) bricks; or
 - (ii) stone; or
 - (iii) brick and/or stone that has been
 - (a) cement rendered and painted; or
 - (b) coated with cement using the process commonly known as "bagging" and painted; or
 - (iv) such other materials, in such proportions, as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion; or
 - (v) any combination of the materials referred to in sub-clauses (i) to (iv) inclusive immediately above referred to in this restriction.

AND

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

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

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

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



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

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

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

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

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

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

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

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

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

Name of authority empowered to release, vary or modify the Easement firstly referred to and the Restriction fourthly referred to in the abovementioned plan.

Wollondilly Shire Council.

2

~~And the transferee covenant(s) with the transferor?~~

Strike out if unnecessary, or suitably adjust.

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

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

EXCEPTING AND RESERVING to the Transferor and its successors in title mines veins seams and beds of coal and other minerals lying and being under the land hereby transferred together with fully and free right and liberty to the Transferor and its successors in title as appurtenant to the coal and other minerals in and under the residue of the land comprised in Certificate of Title Volume ~~1000 Folio 921~~ and Volume 5208 Folio 142 without entering upon the surface of the land hereby transferred to pass and repass and search for win and carry away and convey the coal and other minerals hereby reserved and the minerals in and under the said residue of land and to drive adits lay pipes construct railways and make aqueducts and water courses use any necessary machinery and carry on any other necessary mining operations in under and through the said land hereby transferred nevertheless making reasonable compensation for any damage or subsidence which may be occasioned to the surface of the land or to any part thereof or to any place thereon by reason of the exercise of all or any of the powers hereinbefore reserved.

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

AND it is hereby agreed:-

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

ENCUMBRANCES, &c., REFERRED TO.

A very short note will suffice.

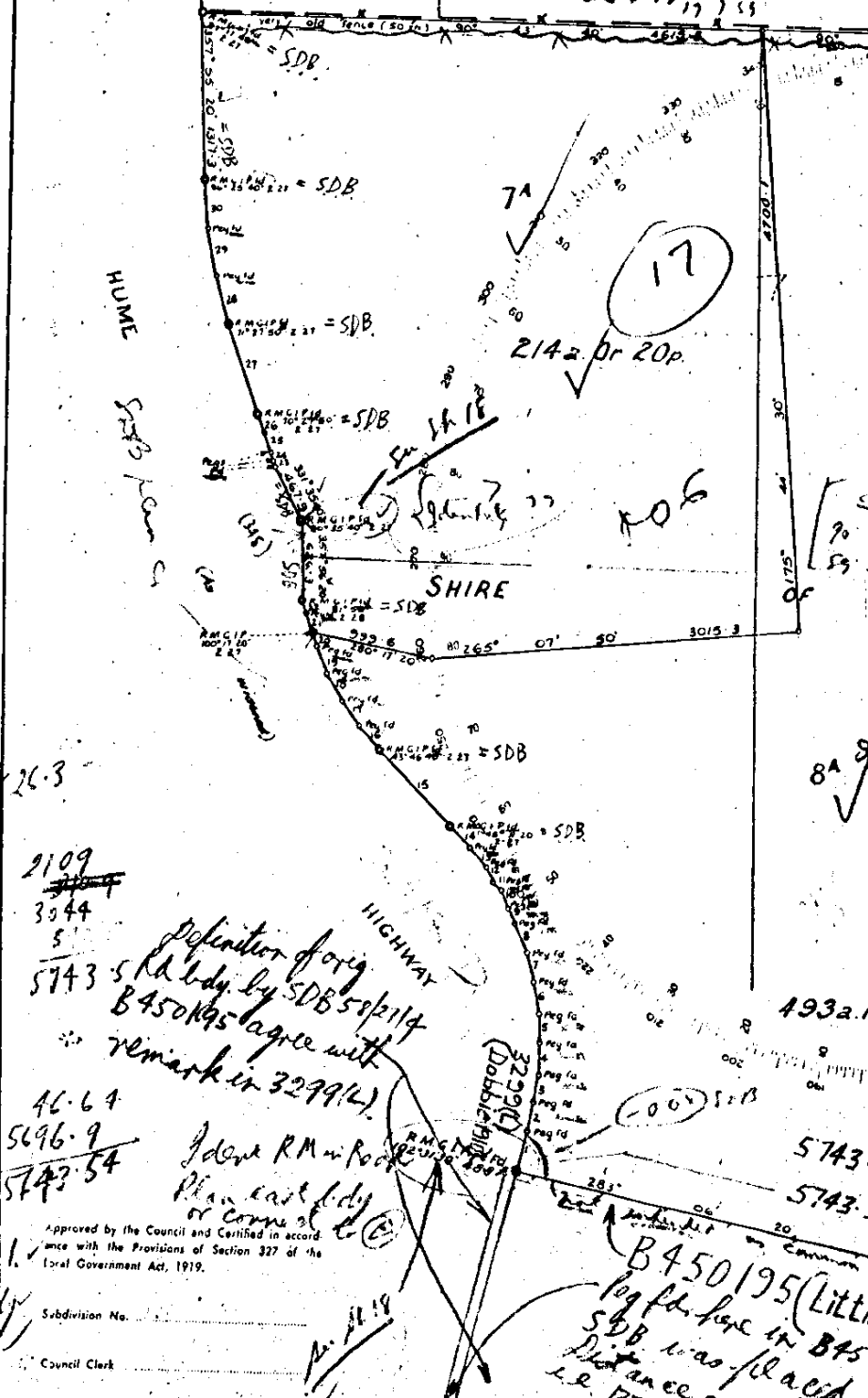
K 1145-2 4:3070-2

~~1138833~~ H567823
Plan Form No. 6 (For Transfers, Leases)
Municipality of Shire of Wollongong
To be filed with Dealing Office

L.G. Light
2522

of subdivision of Parish of Camden
MUNICIPALITY OF CAMDEN
CL 11/17/55

This margin is to be left free from notes



2109
~~3344~~
5743
5743 S.R. l. bdy. by SDB 58p114
B450195 agree with
remark in 3299(L).
46.64
5696.9
5743.54

Approved by the Council and Certified in accordance with the Provisions of Section 327 of the Local Government Act, 1919.
Subdivision No. _____
Council Clerk _____

B450195 (Little)
log for line in B45
SDB was placed
Distance north of
L.R. 13741ks as shown in
7511ks south of
accept.

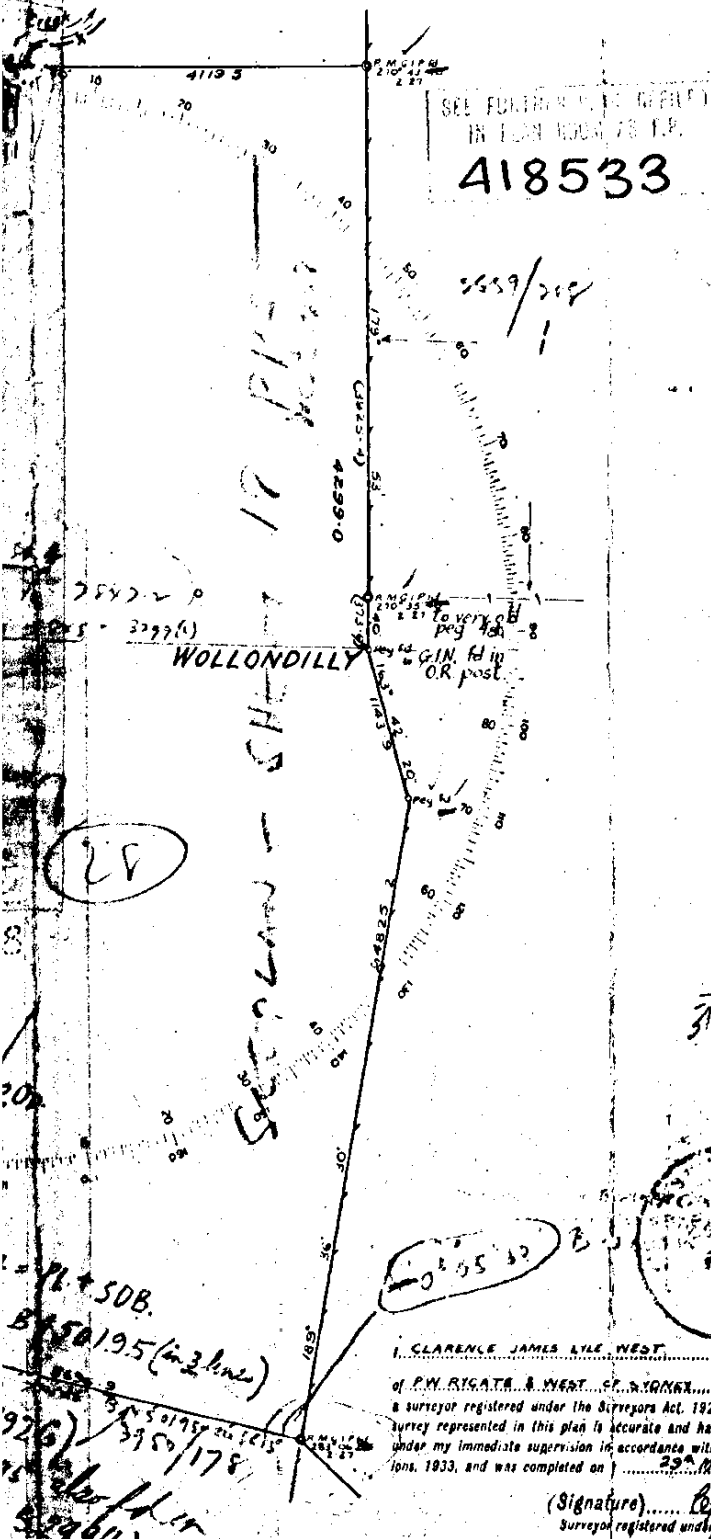
Datum Line of Azimuth. (Eastern Side of Hume Highway bearing 340°10' COPC 890719 DP. 28952)

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

Copy
 Misc. Plan of Survey (R.P.)
 Recd. No. 119533

313.56

Director
 SDB



BOUNDARY LINES

No	Bearing	Length
1	15° 47' 50"	313.0
2	12° 58' 40"	233.4
3	7° 20' 20"	233.4
4	1° 42' 10"	233.4
5	356° 03' 50"	233.4
6	350° 25' 30"	233.4
7	344° 47' 10"	233.4
8	339° 09' 00"	233.4
9	333° 30' 40"	122.5
10	338° 16' 20"	152.6
11	317° 58' 20"	96.8
12	327° 52' 20"	98.2
13	322° 14' 10"	233.4
14	316° 35' 50"	233.4
15	313° 16' 40"	856.2
16	316° 59' 30"	243.7
17	323° 25' 20"	243.7
18	329° 51' 00"	243.7
19	336° 16' 50"	243.7
20	342° 42' 30"	94.1
21	342° 42' 30"	149.6
22	343° 55' 20"	103.1
23	338° 22' 30"	60.8
24	344° 37' 50"	62.3
25	344° 37' 40"	160.9
26	340° 37' 40"	160.9
27	333° 38' 00"	721.4
28	342° 37' 30"	385.1
29	348° 36' 40"	385.1
30	354° 55' 40"	385.1

This is the plan marked...
 Dated...
 Director

28

391.06
 7.5
 313.56

I, CLARENCE JAMES LYLE WEST,
 of P.M. RIGATE & WEST, CT. WYOMING,
 a surveyor registered under the Surveyors Act, 1929-1948, do hereby certify that the
 survey represented in this plan is accurate and has been made by me (2)
 under my immediate supervision in accordance with the Surveyors Practices Regula-
 tions, 1933, and was completed on 29th MAY 1954

(Signature) [Signature]
 Surveyor registered under Surveyors Act, 1929-48.

Original plan filed

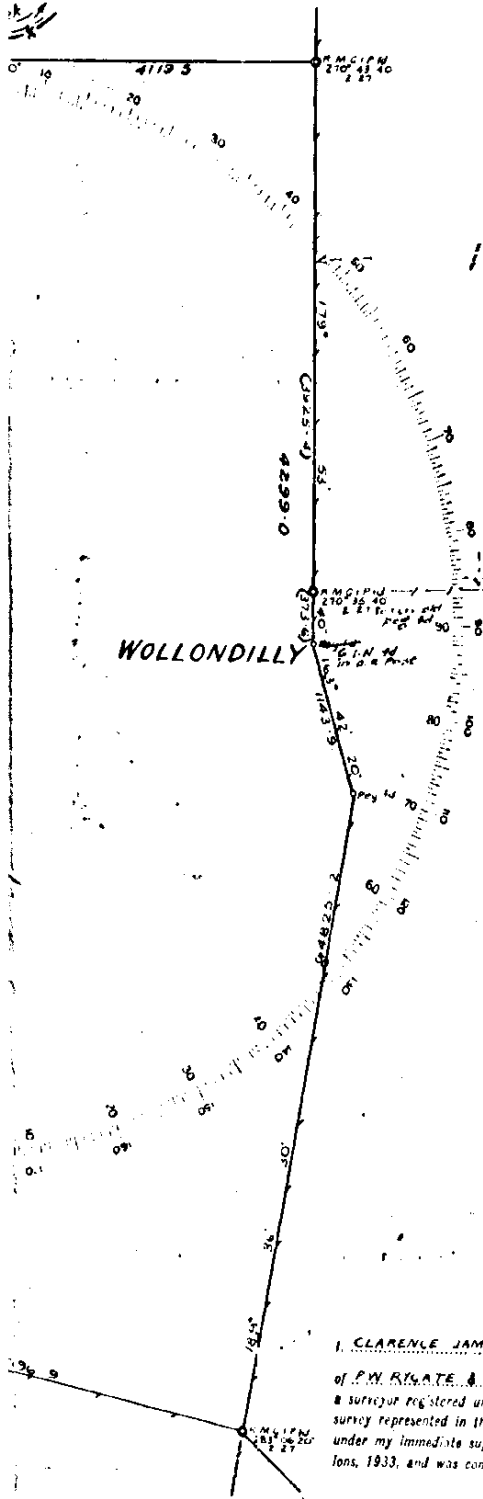
Copy of plan filed as
 61039 L

PL + SOB.
 B 5019.5 (in 3 lines)
 926)
 3959/178
 5000/10
 5000/10
 5000/10

660/2067
 Dec 1 1960

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

SEE FURTHER PLAN RECORDED
 IN PLAN NO. 418533



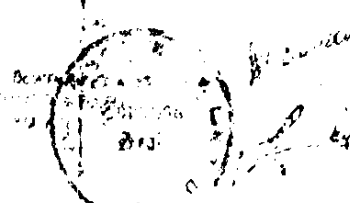
BOUNDARY LINES		
No	Bearing	Length
1	15° 47' 50"	313.0
2	12° 58' 40"	233.4
3	7° 20' 26"	233.4
4	1° 42' 10"	233.4
5	356° 03' 50"	233.4
6	350° 25' 39"	233.4
7	344° 47' 19"	233.4
8	339° 09' 00"	233.4
9	333° 30' 40"	222.5
10	338° 16' 20"	152.6
11	317° 58' 20"	96.8
12	327° 52' 20"	98.2
13	322° 14' 10"	233.4
14	316° 35' 50"	233.4
15	313° 16' 40"	856.2
16	316° 59' 30"	243.7
17	323° 25' 20"	243.7
18	329° 51' 00"	243.7
19	336° 16' 50"	243.7
20	342° 42' 30"	94.1
21	342° 42' 30"	149.0
22	345° 55' 20"	103.1
23	330° 22' 30"	60.8
24	344° 55' 50"	62.3
25	342° 56' 40"	160.9
26	340° 57' 40"	160.9
27	339° 56' 00"	721.4
28	342° 57' 40"	365.1
29	343° 56' 40"	385.1
30	354° 55' 50"	385.1

*The former lot of ...
 ...
 ...*

This is the plan marked "B" referred to in ...
 Dated 29th May 1959

Director

Secretary



I, CLARENCE JAMES LYLE WEST
 of P.M. RIVINGTON & WEST, OF SYDNEY,
 a surveyor registered under the Surveyors Act, 1929-1948, hereby certify that the
 survey represented in this plan is accurate and has been made by me (2)
 under my immediate supervision in accordance with the Survey Practice Regula-
 tions, 1933, and was completed on 29th May 1959

(Signature) *[Signature]*
 Surveyor registered under the Surveyors Act, 1929-48.

*Strike out either (1) or (2) insert date of Survey.

ESSEX

H567823

H388334

H567823

B

Plan Form No. 64 (for transfers, leases, etc)

Municipality of
Shire of Wollondilly

M.A.A.
PLA

of subdivision of part of
Parish of Camden

Scale

MUNICIPALITY OF CAMDEN

HOME

7A

214a Or 20p

SHIRE

8A

HIGHWAY

493a 1r 2L

R.M.C.I.P. Reg'd
102/1/30/1997

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

Subdivision No.

Council Clerk

Datum line of Azimuth { Eastern Side of Home Highway
bearing 340°10' (OPG003132)

460/300

This margin is for 388334

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

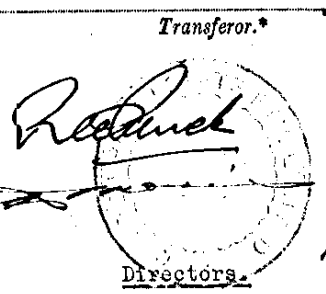
3

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

Signed at Sydney the 21st day of December 1959.

Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME

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



Transferor.*
Directors.

Execution may be proved where the parties are resident—

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

J. Davis
Secretary

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

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME

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



Transferee(s).
Allemann DIRECTOR
Greenby SECRETARY

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

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

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY.

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

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

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

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

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

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

* To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

H 567823

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

No. _____

FEEES.

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

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

Received Docs.
 Nos.
 Receiving Clerk.,

PARTIAL DISCHARGE OF MORTGAGE.

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

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

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

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

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>part discharge of mortgage together with other rights subs to land</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book, Volume <i>5208</i> Folio <i>142</i>
Passed (in S.D.B.) by <i>[Signature]</i>	the <i>15th</i> day of <i>December</i> 19 <i>61</i>
Signed by <i>[Signature]</i>	minutes past <i>4</i> o'clock in the <i>after</i> noon. Registrar <i>[Signature]</i>

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>A</i>	<i>21.11.61</i>
Draft examined	<i>[Signature]</i>	<i>3.1.61</i>
Diagram prepared	<i>[Signature]</i>	<i>6.1.61</i>
Diagram examined	<i>[Signature]</i>	<i>10.1.61</i>
Draft forwarded	<i>[Signature]</i>	<i>16.1.61</i>
Supt. of Engrossers	<i>[Signature]</i>	<i>16.1.61</i>
Cancellation Clerk	<i>[Signature]</i>	<i>17.1.61</i>

Vol. 8077 P. 24577

Form: 01TG
Release: 1
www.lpi.nsw.gov.au

Extra Fee \$62.00
For Plan
In 4/12/02

**TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900



9191080B

PRIVACY NOTE: this information is legally required and will become part of the public record

RECORDED
11 DEC 2002
(B) LODGED BY
TIME: 3:34

Servient Tenement Lot 317 DP252625	Dominant Tenement Lot 5 DP233005
---------------------------------------	-------------------------------------

Delivery Box 122J	Name, Address or DX and Telephone JOHN BLAKE Reference: #326020 BRIDGEWATER	CODE TG
----------------------	---	------------

(C) TRANSFEROR
Raymond Peter John Hughes and Pauline Margaret Hughes

(D) The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants

(E) DESCRIPTION OF EASEMENT
See terms in Annexure A attached Proposed Easement to Drain water 2.0 wide within lot 317 DP 252625 as shown in Annexure B attached and described in Annexure "A" attached out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) TRANSFEREE
Stockland (Constructors) Pty Limited (ACN 000 064 835)

DATE

(H)

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness: *[Signature]*
Name of witness: X Paul Jones
Address of witness: X 36 Mc PHERSON ST CARLTON 2218.

Signature of transferor: *[Signature]*
P. M. [Signature]

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness: *[Signature]*
Name of witness: _____
Address of witness: 157 LIVERPOOL ST, SYDNEY

Signature of attorney: *[Signature]*
Attorney's name: NICHOLAS ANTONY DUNCAN
Signing on behalf of: STOCKLAND (CONSTRUCTORS) PTY LIMITED
Power of attorney-Book: 4343
-No.: 200

CT 45A 29/11/02 (see consent attached)
All handwriting must be in block capitals.



Campbelltown 2-495
6/138 Queen Street
Campbelltown NSW 2560
Phone: 02 4640 5410
Fax: 02 4628 2308

National Australia
Bank Limited
ABN 12 004 044 937

Ref: NW:SB

2 December 2002

Stockland Trust Group
Attention Paul Jones
GPO Box 998
SYDNEY NSW 1041

Dear Paul,

RE : Raymond Peter John Hughes & Pauline Margaret Hughes
Consent to Storm Water Easements
PTTY: Lot 317 Griffith Avenue, Camden South NSW

We wish to advise that the Bank has consented for the registration of the easement on the above property.

We have lodged our Title at the Land Titles Office, with the lodgement date being 29/11/2002 and slip number C195188.

Please contact this office should you require further information.

Yours faithfully

A handwritten signature in cursive script that reads "Nicola Watson".

Nicola Watson
Business Banking Officer

Annexure A

Terms of Easement

Full, free and unimpeded right for every person who is at any time entitled to an estate or interest in possession in the Dominant Tenement with which the right is capable of enjoyment, and every person authorised by any of those persons, from time to time and at all times:

- (a) to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through that portion of the Servient Tenement indicated on the attached plan as being the site of the proposed easement ("Site of Proposed Easement");
- (b) the right to use, for the purpose of the easement, any line of pipes already laid within the Site of Proposed Easement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor;
- (c) where no such line of pipes exists, at its cost, to lay, place and maintain a line of pipes of sufficient internal diameter beneath ~~or upon~~ the surface of the Site of Proposed Easement;
RM
PK
- (d) to enter upon the Servient Tenement, with any tools, implements or machinery, necessary for the purpose, remain on the Servient Tenement for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such line of pipes or any part thereof; and
- (e) for any of the previously mentioned purposes, and at its cost, to open the soil of the Servient Tenement to such extent as may be necessary PROVIDED that such persons it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Servient Tenement and will restore that surface as nearly as practicable to its original condition.

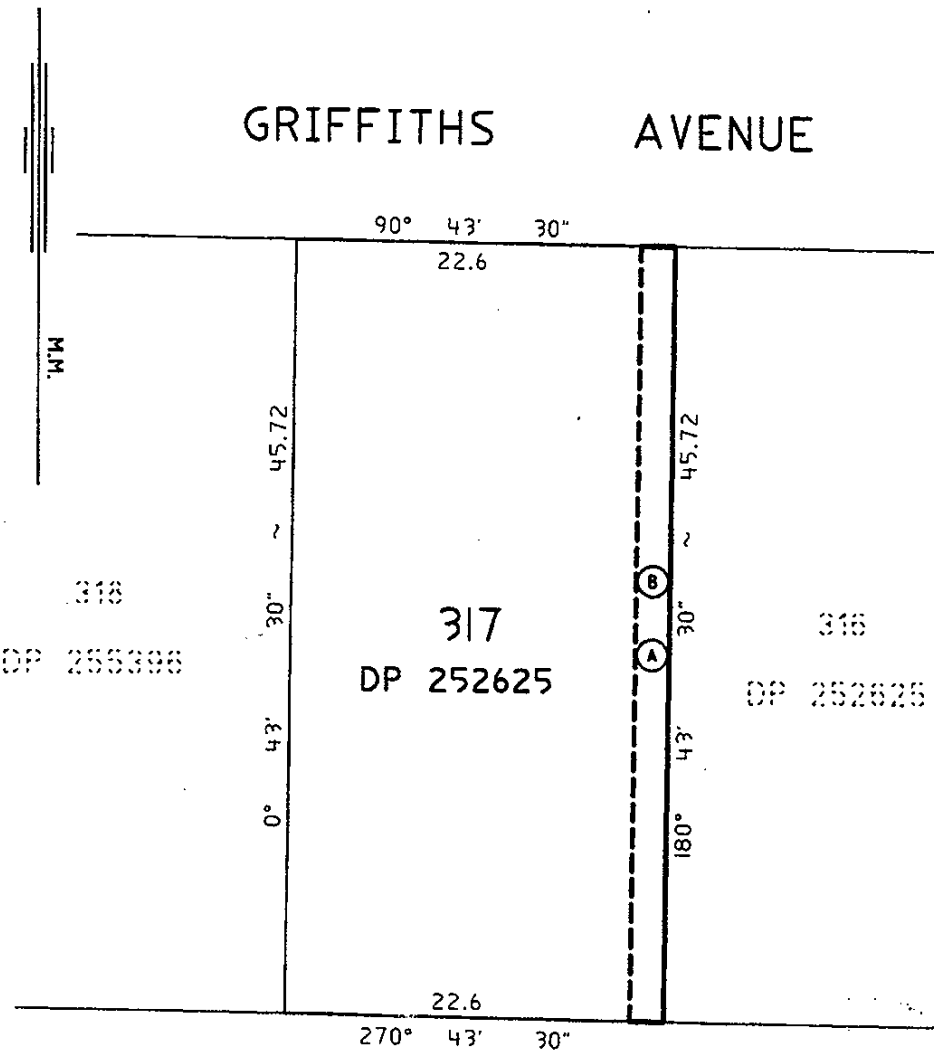
RM
PK

RM

" ANNEXURE B "

PLAN	OF PROPOSED EASEMENT TO DRAIN WATER 2.0m WIDE WITHIN LOT 317 DP 252625	I. PATRICK GERARD McNAMARA of Lean & Hayward Pty Ltd 5 Chamberlain Street, Campbelltown NSW 2560 a surveyor registered under the Surveyors Act 1929, as amended, hereby certify that this plan has been compiled from information contained in DP 252625
L.G.A. CAMDEN	and was completed on 3TH OCTOBER 2002.
LOCALITY CAMDEN	Signature:..... <i>[Signature]</i>
PARISH CAMDEN	
COUNTY CAMDEN	
Reduction Ratio 1:400 (lengths are in metres)		

- (A) SITE OF PROPOSED EASEMENT TO DRAIN WATER 2.0 WIDE.
- (B) EASEMENT TO DRAIN WATER 2.0 WIDE. (DP252625)



PA

[Signature]

Ref:160624 /Src:M)ITG
Release: 1.2
www.lpi.nsw.gov.au

TRANSFER GRANTING EASEMENT



New South Wales
Real Property Act 1900

9191081Y

Extra Fee \$62.00
for Plan Am 4/12/02

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

Servient Tenement Lot 311 DP252625	Dominant Tenement Lot 5 DP233005
---	---

(B) LODGED BY

Delivery Box 122J	Name, Address or DX and Telephone JOHN BLAKE Reference: #326021 BRIDGEWATER	CODE TG
--------------------------	---	----------------

(C) TRANSFEROR

Warren Leslie Jeffery and Dawn Charmaine Jeffery

(D) The transferor acknowledges receipt of the consideration of \$ _____
and transfers and grants

(E) DESCRIPTION OF EASEMENT

~~See terms in Annexure A attached~~ Proposed Easement to Drain
water 2.0 wide within lot 311 DP 252625 as shown in
Annexure B attached and described in Annexure "A" attached
out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable): _____

(G) TRANSFEREE

Stockland (Constructors) Pty Limited

DATE _____

(H) I certify that the person(s) signing opposite, with whom
I am personally acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real
Property Act 1900 by the transferor.

Signature of witness: X *[Signature]*
Name of witness: X SYLVIA J. PONTING
Address of witness: X 20 FAIRFIELD AVE
WINDSOR - N.S.W.

Signature of transferor: *[Signature]*
[Signature]

I certify that the person(s) signing opposite, with whom
I am personally acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property
Act 1900 by the authorised officer named below.

Signature of witness: *[Signature]*
Name of witness: Leanne Terry
Address of witness: 157 Liverpool Street, Sydney

Executed for and on behalf of
Stockland (Constructors) Pty Limited
ACN 000 064 835 by its duly authorised
officer under Power of Attorney registered
in Book 4343 No 200 who declares that he
has no notice of revocation of the said
Power of Attorney in the presence of:
Signature of authorised officer: *[Signature]*
Authority of officer: _____
Signing on behalf of: _____
Nicholas Antony Duncan

Annexure A

Terms of Easement

Full, free and unimpeded right for every person who is at any time entitled to an estate or interest in possession in the Dominant Tenement with which the right is capable of enjoyment, and every person authorised by any of those persons, from time to time and at all times:

- (a) to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through that portion of the Servient Tenement indicated on the attached plan as being the site of the proposed easement ("Site of Proposed Easement ");
- (b) the right to use, for the purpose of the easement, any line of pipes already laid within the Site of Proposed Easement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor;
- (c) where no such line of pipes exists, at its cost, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the Site of Proposed Easement;
- (d) to enter upon the Servient Tenement, with any tools, implements or machinery, necessary for the purpose, remain on the Servient Tenement for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such line of pipes or any part thereof; and
- (e) for any of the previously mentioned purposes, and at its cost, to open the soil of the Servient Tenement to such extent as may be necessary PROVIDED that such persons it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Servient Tenement and will restore that surface as nearly as practicable to its original condition.

W. K. Jeffery
W. K. Jeffery
W. K. Jeffery
21 Pontney
20 FAIRFIELD AVE
WINDSOR N.S.W.

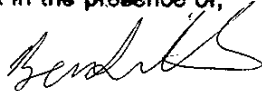
page 2 of 4

ANNEXURE "B"

SIGNED SEALED AND DELIVERED BY

ROBERT ANTHONY BERIOTTO

MANAGER SETTLEMENTS
of the Commonwealth Bank of Australia,
the duly constituted Attorney of the said
bank in the presence of,



BEN SMITH

150 George Street, Parramatta

Signed at Sydney the 2nd day of
December 2002 For CITIBANK
LIMITED A.B.N. 88 004 325 080 by
its duly appointed Attorney under Power
of Attorney Book 4276 No 51

Witness

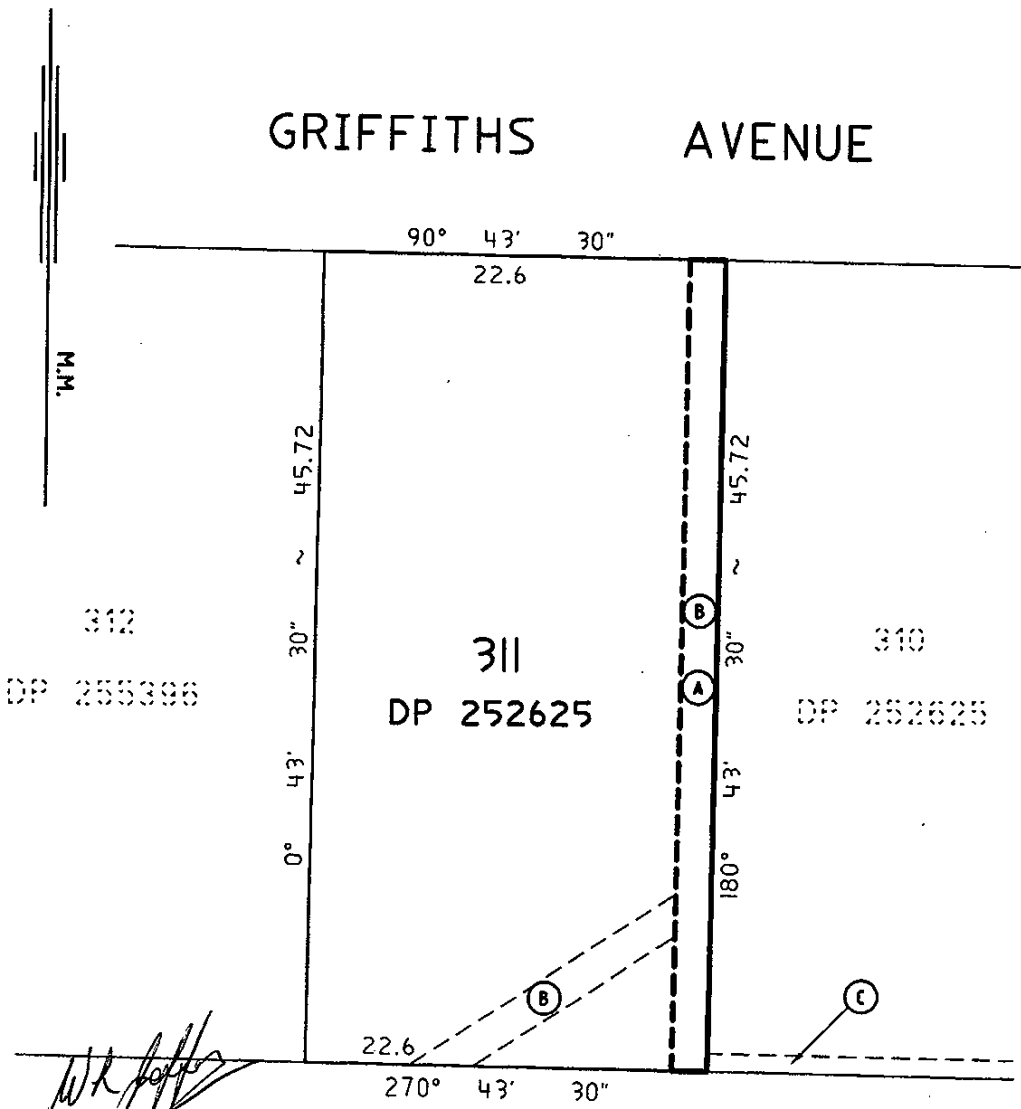


ROBERT ANTHONY BERIOTTO



PLAN	OF PROPOSED EASEMENT TO DRAIN WATER 2.0m WIDE WITHIN LOT 311 DP 252625	I. ... PATRICK GERARD McNAMARA ... of Lean & Hayward Pty Ltd 5 Chamberlain Street, Campbelltown NSW 2560 a surveyor registered under the Surveyors Act 1929, as amended, hereby certify that this plan has been compiled from information contained in ... DP 252625 ... and was completed on 3TH OCTOBER 2002.
L.G.A.	CAMDEN	Signature: <i>[Signature]</i>
LOCALITY	CAMDEN	
PARISH	CAMDEN	
COUNTY	CAMDEN	
Reduction Ratio 1:400 (lengths are in metres)		

- (A) SITE OF PROPOSED EASEMENT TO DRAIN WATER 2.0 WIDE.
- (B) EASEMENT TO DRAIN WATER 2.0 WIDE. (DP252625)
- (C) EASEMENT TO DRAIN WATER 1.0 WIDE. (DP252625)



WR [Signature]
D Jeffery
A Ponting
 20 FAIRFIELD AVE
 WINDOON NSW

[Signature]

PLANNING CERTIFICATE UNDER SECTION 10.7(2) ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

APPLICANT: Watson Law
reception@watlaw.com.au

Planning Certificate No.: 20210184
Receipt No.: 2435
Issue Date: 15 February 2021
Applicant's Reference: 211852
Property No.: 18669

DESCRIPTION OF PROPERTY

Address: 8 Wilmott Court CAMDEN PARK 2570
Land Description: Lot: 216 DP: 1049111

Notes:

The following prescribed matters may apply to the land to which this certificate relates and is supplied in good faith.

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

The following information is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is applicable as at the date of this certificate. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

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

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND 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 Planning 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) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

ENVIRONMENTAL PLANNING INSTRUMENTS

Wollondilly Local Environmental Plan 2011.

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

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

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy No 21 - Caravan Parks

State Environmental Planning Policy No 33 - Hazardous and Offensive Development

State Environmental Planning Policy No 50 - Canal Estate Development

State Environmental Planning Policy No 55 - Remediation of Land

State Environmental Planning Policy No 64 - Advertising and Signage

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

State Environmental Planning Policy (Infrastructure) 2007

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

State Environmental Planning Policy No 70 - Affordable Housing (Revised Schemes)

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Concurrences and Consents) 2018

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

State Environmental Planning Policy (Koala Habitat Protection) 2020
(Note: Excludes land dedicated or reserved as National Park)

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) applies to this land. The draft LEP proposes various matters.

Draft State Environmental Planning Policy (Competition) 2010

Draft State Environmental Planning Policy (Environment)

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

Draft State Environmental Planning Policy - Remediation of Land

State Environmental Planning Policy (State and Regional Development) 2011 – Water Treatment Facilities Proposed Amendment

Draft State Environmental Planning Policy (Housing Diversity) 2020

Draft State Environmental Planning Policy (Strategic Conservation Planning) - to support the Cumberland Plain Conservation Plan

Draft State Environmental Planning Policy Amendment (Educational Establishments and Child Care Facilities) 2017

DEVELOPMENT CONTROL PLANS

Wollondilly Development Control Plan 2016 applies to all land covered by Wollondilly Local Environmental Plan 2011.

2. ZONING AND LAND USE UNDER RELEVANT LEPS

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

WOLLONDILLY LOCAL ENVIRONMENTAL PLAN 2011

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

Zone R2 Low Density Residential

- (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent:

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

- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

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

- (d) the purposes for which the instrument provides that development is prohibited within the zone,

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

- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,

Wollondilly Local Environmental Plan 2011 does not contain any development standards that fix minimum land dimensions for the erection of a dwelling house on the land.

- (f) whether the land includes or comprises critical habitat,

None known

- (g) whether the land is in a conservation area (however described),

The land is not located within a Heritage Conservation Area as provided by clause 5.10 and Schedule 5 of Wollondilly Local Environmental Plan 2011.

- (h) whether an item of environmental heritage (however described) is situated on the land.

The land does not contain an item of environmental heritage as provided by clause 5.10 and Schedule 5 of Wollondilly Local Environmental Plan 2011.

Planning Proposal - Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal).

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

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not propose any changes to the existing zone under Wollondilly Local Environmental Plan 2011.

- (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent:

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not propose any changes to the existing zone under Wollondilly Local Environmental Plan 2011.

- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not propose any changes to the existing zone under Wollondilly Local Environmental Plan 2011.

- (d) the purposes for which the instrument provides that development is prohibited within the zone,

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not propose any changes to the existing zone under Wollondilly Local Environmental Plan 2011.

- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed,

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not propose any new development standards.

- (f) whether the land includes or comprises critical habitat,

None known

- (g) whether the land is in a conservation area (however described),

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not identify a change to land in a conservation area.

- (h) whether an item of environmental heritage (however described) is situated on the land.

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not identify a change to any items of environmental heritage.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

The land is not within a Growth Centre.

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, the reasons why it may not be carried out under that clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a 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.

THE HOUSING CODE

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

THE RURAL HOUSING CODE

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

THE GREENFIELD HOUSING CODE

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

THE LOW RISE HOUSING DIVERSITY CODE

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

THE HOUSING ALTERATIONS CODE

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

THE GENERAL DEVELOPMENT CODE

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

THE COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

THE COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

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

THE CONTAINER RECYCLING FACILITIES CODE

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

THE SUBDIVISIONS CODE

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

THE DEMOLITION CODE

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

THE FIRE SAFETY CODE

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

4. (REPEALED)

4A. (REPEALED)

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

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

5. MINE SUBSIDENCE

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

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

6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is 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

Whether or not the land is 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).

No

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

- (1) Whether or not development on that 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 seniors housing) is subject to flood related development controls.
- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the Standard Instrument.

No

8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

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

Draft LEP Amendment to Wollondilly Local Environmental Plan 2011 (LEP Review Program Stage 1 Planning Proposal) does not provide for the acquisition of the subject land by a public authority as referred to in section 3.15 of the Act.

9. CONTRIBUTIONS PLANS

The name of each contributions plan applying to the land.

Wollondilly Development Contributions Plan 2020 applies to the land.

9A. BIODIVERSITY CERTIFIED LAND

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

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*.

The land is not biodiversity certified land (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*).

10. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the 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*.

Council has not been notified of the existence of any biodiversity stewardship agreements or biobanking agreements by the Chief Executive of the Office of Environment and Heritage under the *Threatened Species Conservation Act 1995* for this land.

10A. NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the 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).

Council has not been notified of the existence of any set aside areas by Local Land Services. Council has not been notified of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013* by the Local Land Services. The

land is not registered in the public register as a set aside area under section 60ZC of the Local Land Services Act 2013.

11. BUSH FIRE PRONE LAND

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

The land is not shown as bushfire prone land in Council's records.

12. PROPERTY VEGETATION PLANS

If the land is land to which a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under the Act).

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

13. ORDER UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No

14. DIRECTIONS UNDER PART 3A

If there is 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 a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the 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) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
-

- (i) the period for which the certificate is current, and
- (ii) that a copy may be obtained from the head office of the Department, and

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

- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

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

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

A statement of whether there is 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 and, if there is a certificate, the statement is to include:

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

There is not a valid site compatibility certificate (infrastructure, schools or TAFE establishments) as described that applies to this land.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, that statement is to include:

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

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

- (2) A statement setting out 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.

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

18. PAPER SUBDIVISION INFORMATION

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

None

- (2) The date of any subdivision order that applies to the land.

None

- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of Environmental Planning and Assessment Regulation 2000.

19. SITE VERIFICATION CERTIFICATES

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

NOTE. A site verification certificate sets out the Planning 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*.

- (b) the date on which the certificate ceases to be current (if any), and

- (c) that a copy may be obtained from the head office of the Department.

There is no current Site Verification Certificate as described that applies to this land.

20. LOOSE-FILL ASBESTOS INSULATION

If the land includes 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, a statement to that effect.

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

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

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

- (2) A statement of:

- (a) whether there is 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
- (b) whether 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.

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

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

(3) In this clause:

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

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

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

No.

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

No.

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

No.

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

No.

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

The land is not identified as being within an ANEF or ANEC contour of 20 or greater.

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

The land is not identified on the Lightning Intensity and Wind Shear Map.

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

The land is not identified on the Obstacle Limitation Surface Map.

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

The land is not identified as being within the "public safety area" on the Public Safety Map.

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

The land is not identified as being within a wildlife buffer zone on the Wildlife Buffer Zone Map.

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

Digitally Signed: Anthony Richardson DA Planner Monday, 15 February 2021 10:58:22 AM Development Services
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*Signed on behalf of the
Chief Executive Officer of*
WOLLONDILLY SHIRE COUNCIL

Any request for further information in connection with the above should be directed to Council's Duty Planner, Monday to Friday between the hours of 8:30am and 12:30pm, by telephoning (02) 4677 1100.

NOTICE TO PURCHASERS OF RURAL LAND

Wollondilly Shire Council supports the rights of persons in rural areas of the Shire to undertake and pursue agricultural production activities that are consistent with land capability and use reasonable and practical measures to avoid environmental harm and minimise impact to adjoining land users. Intending purchasers are advised that agricultural production **can** include the following activities that may have implications for occupiers and prospective purchasers of rural land:

Use of agricultural machinery (tractors, chainsaws, motorbikes)

Use of bird-scare devices

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

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

Vegetation clearing

Grazing of livestock

Crop and fodder production

Soil cultivation

Crop harvesting

Use of firearms

Bushfire hazard reduction burning

Construction of firebreaks

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

Fencing

Pumping and irrigation

Use of pesticides and herbicides

Spreading of manure, compost and treated effluent

Fertiliser usage

Slashing and mowing of grass

Production of silage

Re-vegetation activities (planting trees and shrubs)

Agroforestry

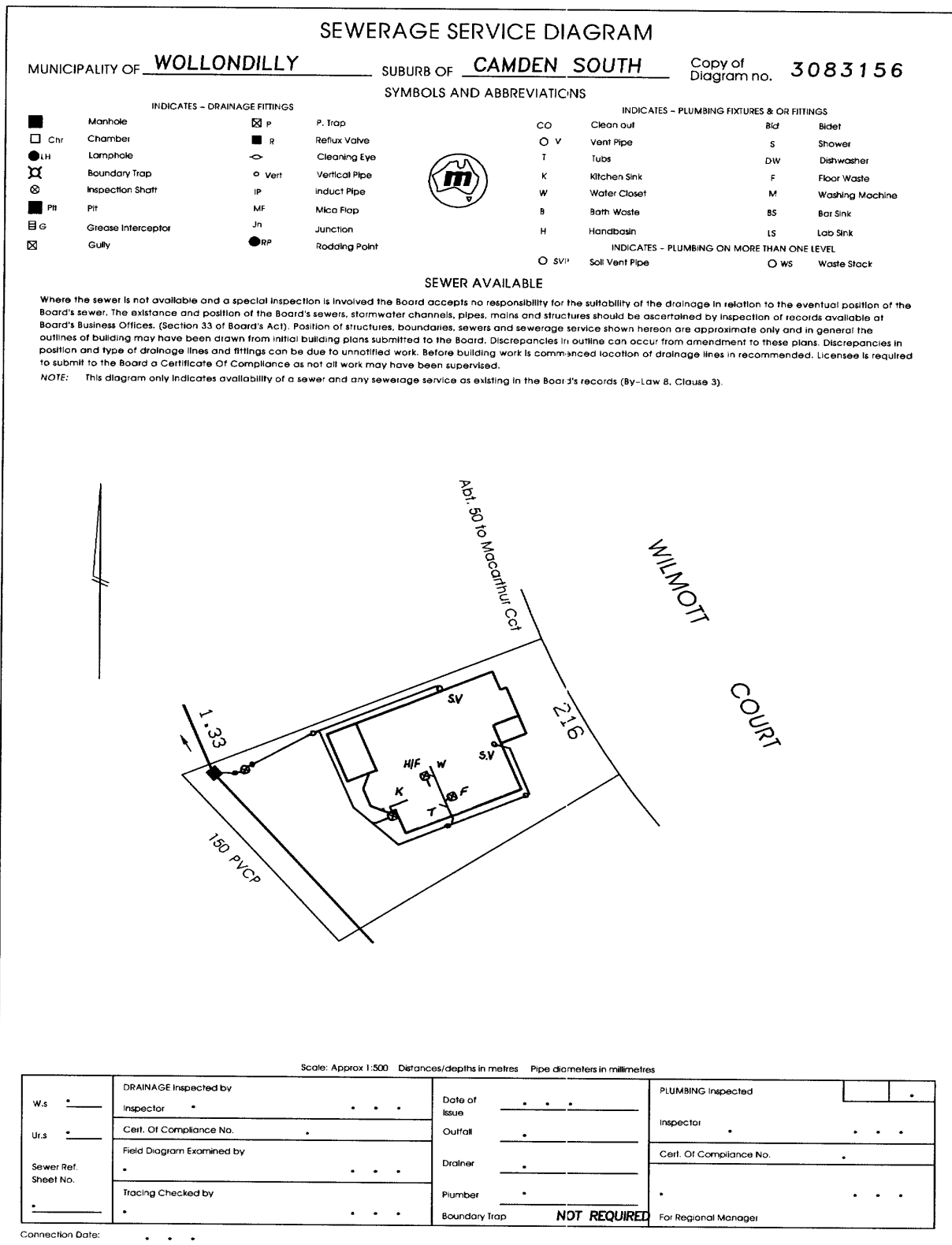
Livestock droving on roads

This is not an exhaustive list and intending purchasers of rural land should assess surrounding agricultural land uses and the impact these activities may have when being pursued in close proximity their proposed purchase. If you think these types of activities will affect your ability to live in a rural locality then intending purchasers are advised to reconsider their purchase and seek independent advice.

This notice is not intended to affect the rights of individuals to take action under the common law or legislation and is provided for information purposes only.

Sewer Service Diagram

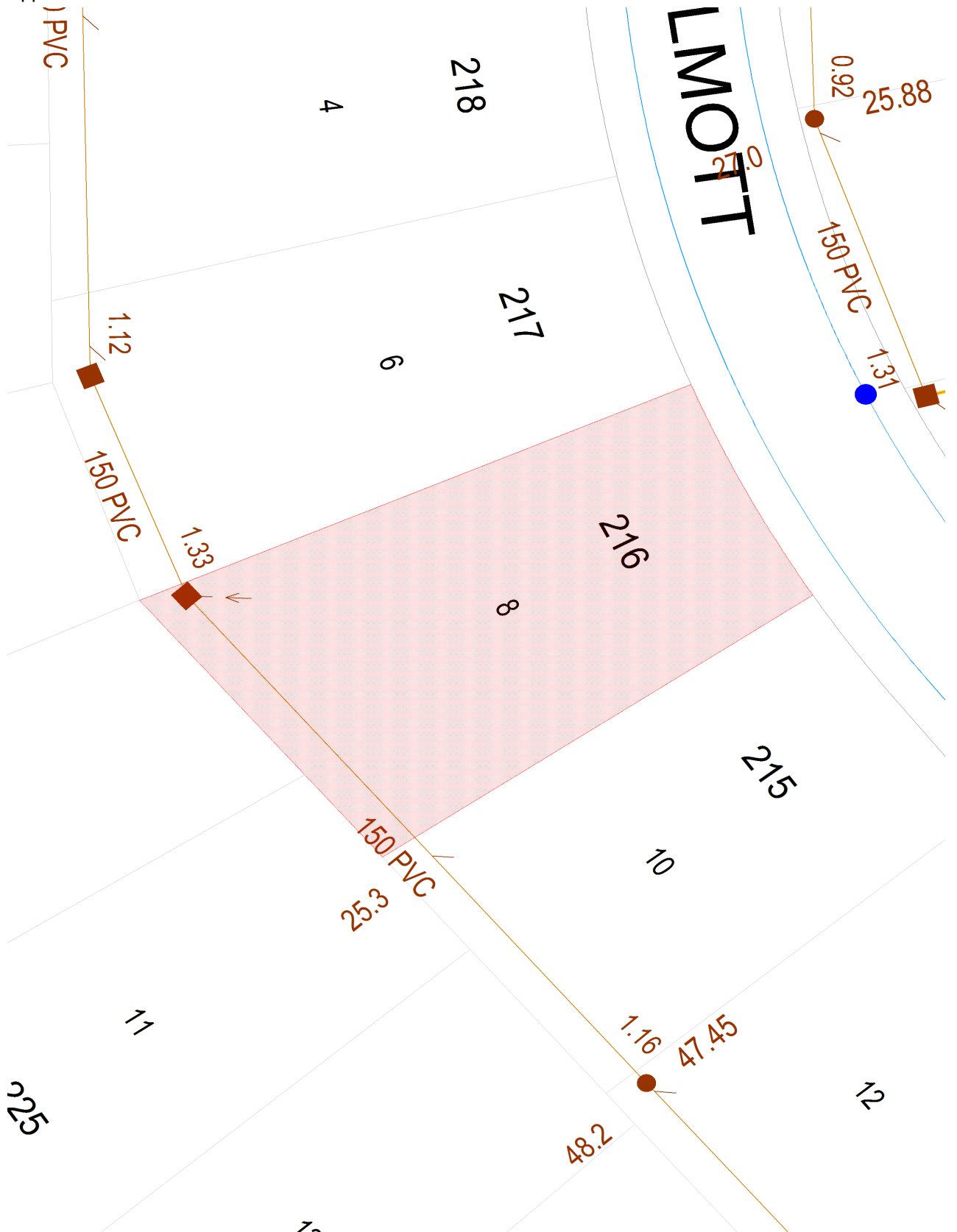
Application Number: 8000435691



Disclaimer

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

Service Location Print
Application Number: 8000435690



Document generated at 12-02-2021 10:10:11 AM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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