

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
co-agent		
vendor	Slavko Razborsek and Gizela Razborsek 4 Windmill Parade, Currans Hill, NSW 2567 Australia	
vendor's solicitor	Watson Law Pty Ltd 18 Little Street, Camden NSW 2570 PO Box 615, Camden NSW 2570	Phone: 02 4647 5526 Ref: KW:SN:222391 E: samantha@watlaw.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 4 Windmill Parade, Currans Hill, New South Wales 2567 Registered Plan: Lot 2 Plan DP 1061998 Folio Identifier 2/1061998	(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	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			
balance	\$			(10% of the price, unless otherwise stated)
contract date				(if not stated, the date this contract was made)

buyer's agent

_____	vendor			
		GST AMOUNT (optional) The price includes GST of: \$		witness
_____	purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> 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*
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input 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 checked="" 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:**

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	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

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

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

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- ### • Notices, certificates and inspections
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party*'s own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.

- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
 - 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
 - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
 - 30.6.2 create and populate an *electronic transfer*;
 - 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
 - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
 - 30.7.2 create and populate an *electronic transfer*;
 - 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
 - 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve the certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* 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 discharging mortgagee</i>	the rules made under s12E of the Real Property Act 1900; 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 effective date</i>	the Electronic Conveyancing National Law (NSW); 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' 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 populate title data</i>	the participation rules as determined by the <i>ECNL</i> ; to complete data fields in the <i>Electronic Workspace</i> ; and 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.

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**

The vendor discloses to the purchaser that the vendor believes that the works have been carried out at the property without the approval of the responsible council. The purchaser acknowledges they are aware of the existence of the works and that the council may not have approved them. The purchaser warrants to the vendor that the purchaser would have entered into this contract even if there is a matter in relation to the works that would justify the making of any upgrading or demolition order in respect of the works by the council. The purchaser agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason only of the facts disclosed in this provision.

The 'works' means: Awnings.

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.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Slavko Razborsek & Gizela Razborsek**

Purchaser:

Property: **4 Windmill Parade, Currans Hill**

Dated: **8 July 2022**

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.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/1061998

SEARCH DATE	TIME	EDITION NO	DATE
8/7/2022	11:59 AM	4	17/6/2009

LAND

LOT 2 IN DEPOSITED PLAN 1061998
 AT CURRANS HILL
 LOCAL GOVERNMENT AREA CAMDEN
 PARISH OF NARELLAN COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP1061998

FIRST SCHEDULE

SLAVKO RAZBORSEK
 GIZELA RAZBORSEK
 AS JOINT TENANTS (T AC802216)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP881933 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1001823 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1061998 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1061998 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1061998 EASEMENT FOR REPAIRS AND MAINTENANCE 0.7 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1061998 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 8 DP1061998 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 9 DP1061998 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

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Received: 08/07/2022 11:59:38

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

Lengths are in metres

Sheet 1 of
20 Sheets

Plan: **5/2004**

PART 1

Plan of Subdivision of Lots 216
in DP 1001823
Covered by Subdivision
Certificate No. **5/2004**
of **11-2-2004**

DP1061998

Full name and address of the
Proprietor of the Land:

Wolin Investments Pty Limited
c/-Nepean Engineering
PO Box 56, Narellan, 2567

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

Easement to Drain Water 1.5 wide

Schedule of Lots etc. Affected

Lots Burdened

Lots, Name of Road or Authority Benefited

2
3
4

1
1, 2
1, 2, 3

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

Right of Carriageway 3.5 wide and variable

Schedule of Lots etc. Affected

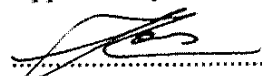
Lots Burdened

Lots, Name of Road or Authority Benefited

6
7
8
9
10
11

7
6
9
8
11
10

Approved by the Council of Camden


.....
for General Manager

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

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PART 1

DP1061998

Plan of Subdivision of Lots 216
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3 Identity of Easement or
Restriction thirdly referred to
in abovementioned plan:

Easement for Services 3.5 wide and variable

Schedule of Lots etc. Affected

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
6	7
7	6
8	9
9	8
10	11
11	10

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

Easement for Drainage of Water 3.5
wide and variable

Schedule of Lots etc. Affected

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
6	7
7	6
8	9
9	8
10	11
11	10

Approved by the Council of Camden


.....
General Manager

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

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PART 1

Plan of Subdivision of Lots 216
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DP1061998

5. Identity of Easement or
Restriction Fifthly referred to
in abovementioned plan:

Easement of Support 0.12 wide

Schedule of Lots etc. Affected

Lots Burdened

7
8
9
10

Lots, Name of Road or Authority Benefited

8
7
10
9

6 Identity of Easement or
Restriction Sixthly referred to
in abovementioned plan:

Easement for Repairs and Maintenance
0.7 wide

Schedule of Lots etc. Affected

Lots Burdened

3
4
5, 21 and 22
6
7
8
9
10
12 and 16
17
18
19
20

Lots, Name of Road or Authority Benefited

2
3
6
21
20
19
18
17
11
10
9
8
7

Approved by the Council of Camden

[Signature]
.....
General Manager

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

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20 Sheets

PART 1

Plan of Subdivision of Lots 216
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DP1061998

7 Identity of Easement or
Restriction Seventhly referred to
in abovementioned plan:

Restriction on the use of land

Schedule of Lots etc. Affected

Lots Burdened
Lots 1, and 5 to 13 inclusive

Lots, Name of Road or Authority Benefited
Every other lot except Lot 23

8. Identity of Easement or
Restriction eighthly referred to
in abovementioned plan:

Restriction on the use of land

Schedule of Lots etc. Affected

Lots Burdened
Each lot except lot 23

Lots, Name of Road or Authority Benefited
Every other lot except lot 23

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

Restriction on the use of land

Schedule of Lots etc. Affected

Lots Burdened
Each lot except lot 23

Lots, Name of Road or Authority Benefited
Every other lot except lot 23

Approved by the Council of Camden


General Manager

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

PART 1

DP1061998

Plan of Subdivision of Lots 216
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10. Identity of Easement or
Restriction tenthly referred to
In abovementioned plan:

Restriction on the use of land

Schedule of Lots etc. Affected

Lots Burdened
Each lot except lot 23

Lots, Name of Road or Authority Benefited
Every other lot except lot 23

PART 1A

1. Identity of Easement to be released and
firstly referred to in the plan

Easement to Drain Water 6 Wide
(DP 881933)

Schedule of Lots etc. Affected

Lots Burdened
216/1001823

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

2. Identity of Easement to be released and
secondly referred to in the plan

Easement To Drain Water 3 Wide
(DP 1001823)

Schedule of Lots etc. Affected

Lots Burdened
216/1001823

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

Approved by the Council of Camden

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General Manager

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

PART 2

DP1061998

Plan of Subdivision of Lots 216
in DP 1001823
Covered by Subdivision
Certificate No. *5/2004*
of *11-2-2004*

1. TERMS OF EASEMENT FOR SUPPORT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Full and free right for the person in whose favour the easement is created to use the concrete slab and/or foundations and wall constructed on the servient tenement for the purpose of supporting the building and improvements erected on the dominant tenement or any part thereof and allowing any minor encroachment of the abutting wall onto the servient tenement provided that such minor encroachment will not exceed 0.03 metres.

2. TERMS OF THE EASEMENT FOR REPAIRS AND MAINTENANCE SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

1. The Owner of the lot benefited may:
 - a) at the expiration of at least one week's notice served on the owner or occupier of a lot burdened, use the lot burdened for the purpose of carrying out necessary work on, or on any structure on, the lot benefited which cannot otherwise reasonably be carried out, and
 - b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened.
2. In exercising those powers, the owner of the lot benefited must:
 - a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable, and
 - b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - d) restore the lot burdened as nearly as is practicable to its former condition, and
 - e) make good any collateral damage.
3. The owner of the lot burdened must not do or allow anything to be done to interfere with access to any structure on the lot benefited.

Approved by the Council of Camden


General Manager

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

PART 2

DP1061998

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of *11-2-2004*

-
3. FOR THE PURPOSES OF REDUCING THE IMPACT OF GARAGES ON STREET FRONTAGES AND IMPROVING VEHICULAR MOVEMENT, THE TERMS OF THE RESTRICTION ON THE USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN ARE TO BE OBSERVED.

No vehicular access is permitted to each lot burdened from Spring Hill Circle.

-
4. TO ACHIEVE A UNIFORM NEIGHBOURHOOD CHARACTER AND CONSISTENCY OF DESIGN AND BUILDING THE FOLLOWING TERMS OF THE RESTRICTION OF THE USE OF LAND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN ARE TO BE OBSERVED.

- (a) No transportable, demountable, mobile or kit homes are permitted to be erected on any lot burdened.
- (b) No garage, carport, garden shed or other detached outbuilding or structure shall be constructed on any lot burdened prior to the construction of a dwelling on the lot.
- (c) No driveway shall be constructed on any lot burdened of materials other than bricks, coloured concrete blocks or patterned or stencilled coloured concrete in a colour consistent with or sympathetic to the external colour of the main building without the prior written consent of Wolin Investments Pty Limited.
- (d) For so long as Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited remains the registered proprietor of any lot in Currans Hill;
- I. No plans may be submitted to Camden Council for design and siting approval, without prior submission and approval in writing from Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited, and such plans are generally in accordance with the plans in the Notice of Determination of Development Application No.551/2003 dated 15 October, 2003 and the schedule of external materials, finishes and colours included in the determination of Development Application No.551/2003.
 - II. No building shall be constructed or altered on any lot burdened unless Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited has:
 - approved in writing plans and specifications for the construction or alteration, and
 - the construction or alteration is carried out in accordance with the approved plans and specifications.

Approved by the Council of Camden


A. General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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Plan of Subdivision of Lots 216
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Such plans must:

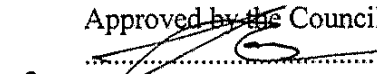
- be generally in accordance with the Notice of Determination of Development Application No.551/2003 dated 15 October, 2003,
- include details of fencing types, and
- include manufacturers brochure colour photographs of the wall and roof materials proposed to be used and be in accordance with the schedule of external materials, finishes and colours included in the determination of the Development Application No.551/2003.

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

- the proposed building or alteration does not conform with the general standards of design and planning of the development of other lands within Currans Hill, or
- the proposed building or alteration is undesirable by reason of the effect that it would have upon the development, appearance, health or amenity of the neighbourhood or any part of it, or
- the proposed building or alteration does not conform with the approved conditions of Development Application No.551/2003 dated 15 October, 2003 or the schedule of external materials, finishes and colours accompanying the aforementioned Development Application.

- (e) No motor lorry or motor omnibus shall be parked on any Lot burdened.
- (f) No motor lorry or motor omnibus shall be parked on any road or public place within the land contained in the abovementioned plan.
- (g) No plant, machinery, building materials, and/or other equipment, including but without limiting the generality thereof any caravans, box trailer, boat, boat trailers, mobile garbage bins, air conditioning units, garden equipment, and the like, or any part thereof, shall be stored on any lot unless the same is either:
 - I. not visible from any public road and/or place; or
 - II. is screened from any public road and/or place in a manner approved by Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited.

Approved by the Council of Camden


.....
General Manager

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

DP1061998

Plan of Subdivision of Lots 216
in DP 1001823
Covered by Subdivision
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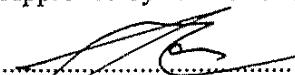
-
- (h) No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place.
- (i) For so long as Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited remains the registered proprietor of any Lot in Currans Hill no advertisement, boarding, sign or other similar structure which is intended to be capable for the use or display of advertisements or notices shall be erected or allowed to remain on any Lot burdened or part thereof without the prior written consent of Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited and Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited shall have the right to enter any lot or part thereof and remove any advertisement hoarding sign or other similar structure for which approval has not been given.
- (j) No extension, awning, pergola or other attachments to the existing building shall be:
- constructed of materials other than those in character with, and
 - shall be of similar standard and finish to the main dwelling erected on the lot, and
 - generally, in accordance with the conditions of consent for Development Application No.551/2003 dated 15 October, 2003, and the amended schedule of external materials, finishes and colours accompanying the aforementioned Development Application.
- (k) No prefabricated carport or prefabricated or metal clad garage or any other garage or carport shall be constructed on any lot burdened.
- (l) No existing tree on any lot may be removed or altered in any way without the Statutory Consent of the Camden Council, and the consent in writing of Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited.

For the purposes of restrictions (e) and (f):

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

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

Approved by the Council of Camden


.....
General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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DP1061998

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

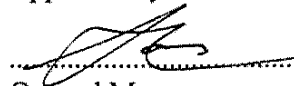
No fencing or hedge planting other than that described on sheets 11 to 16 inclusive shall be constructed along any boundary in any manner other than that shown in each diagram for each lot shown on sheets 17 to 19 inclusive.

6. TERMS OF RESTRICTION ON USE OF LAND TENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

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

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

Approved by the Council of Camden


General Manager

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

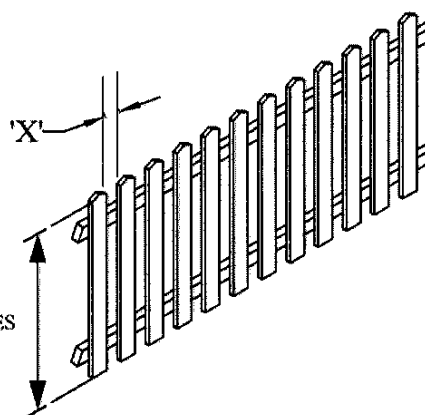
PART 2

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Plan of Subdivision of Lots 216
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of *11-2-2004*

'X' - Spacing between pickets
is to be equal or less than
50% of the width of the
picket.

MAXIMUM HEIGHT
OF PICKET 0.9 METRES



TYPE A(b)

Fencing type A(b):

- I. Constructed of timber picket, as illustrated,
- II. does not exceed 0.9 metres in height, as shown,
- III. all gates in Type A(b) fencing are to be generally constructed of timber picket, and,
- IV. Type A(b) fencing is to be timber stained in accordance with the approved schedule of colours.

Approved by the Council of Camden

[Signature]
.....
General Manager

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

Lengths are in metres

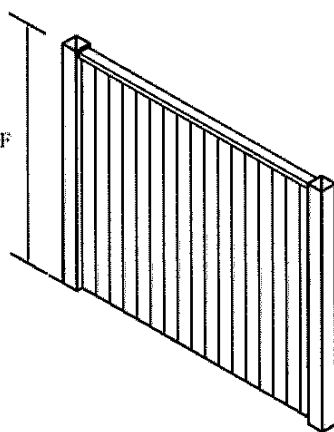
Sheet 12 of
20 Sheets

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Plan of Subdivision of Lots 216
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MAXIMUM HEIGHT OF
PALINGS 1.8 METRES.



TYPE B

Fencing Type B:

- I. Constructed of lapped and capped treated pine palings, as illustrated,
- II. shall not exceed 1.8 metres in height.
- III. all gates in Type B fencing are to be generally constructed of treated pine palings, and,
- IV. where Type B fencing faces a road or public reserve the fencing is to be timber stained in accordance with the approved schedule of colours and materials.
- V. Type B fencing must not be constructed beyond a point 1.0 metre behind the front facade of a building or as shown on sheets 17~19 inclusive.

Approved by the Council of Camden


General Manager

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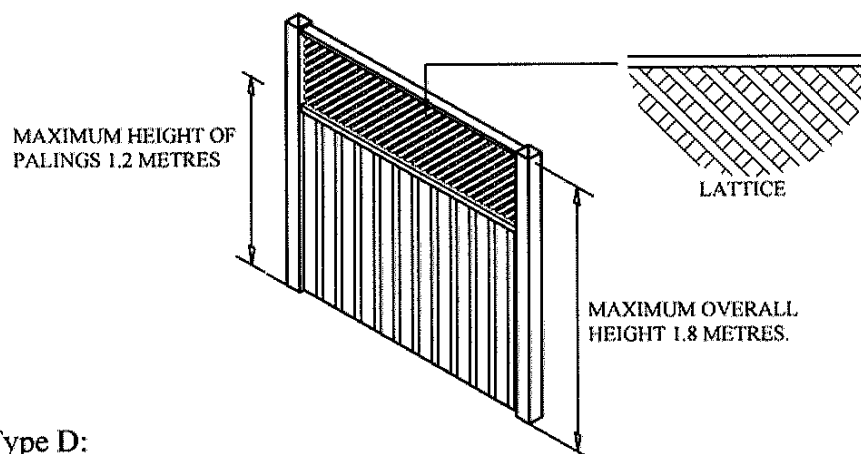
Lengths are in metres

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20 Sheets

PART 2

Plan of Subdivision of Lots 216
in DP 1001823
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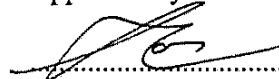


TYPE D

Fencing Type D:

- I. generally constructed of lapped and capped treated pine palings or other such materials as are compatible with those used to clad the dwelling and approved in writing by Landco (NSW) Pty Limited, and
- II. shall be to a maximum height of 1.2 metres with lattice such that the fencing shall not exceed 1.8 metres in height.
- III. all gates in Type D fencing are to be generally constructed of treated pine palings or lattice, and,
- IV. where Type D fencing faces a road or public reserve, the fencing is to be stained in accordance with the approved schedule of colours and materials.

Approved by the Council of Camden


General Manager

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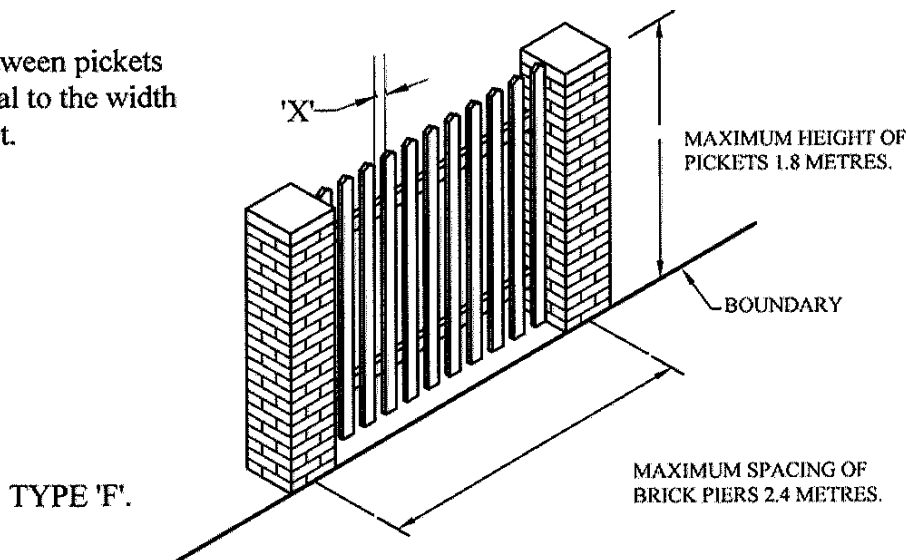
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20 Sheets

PART 2

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Certificate No. *5/2004*
of *11-2-2004*

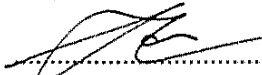
'X' - Spacing between pickets
is to be equal to the width
of the picket.



Fencing Type F:

- I. Constructed of brick piers and timber pickets as illustrated,
- II. does not exceed 1.8 metres in height,
- III. All gates in Type 'F' fencing are to generally constructed of timber pickets, and,
- IV. The pickets are to be timber stained in accordance with the approved schedule of colours.
- V. The brick piers are to be face brickwork equal to 'Austral New Century Brown'.

Approved by the Council of Camden


General Manager

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

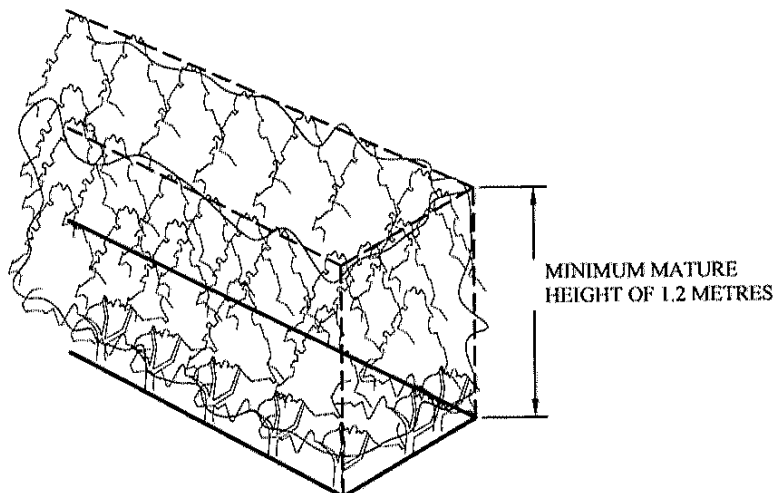
Lengths are in metres

Sheet 15 of
20 Sheets

PART 2

Plan of Subdivision of Lots 216
in DP 1001823
Covered by Subdivision
Certificate No. *5/2004*
of *11-2-2004*

DP1061998



Hedge Planting

- I. shall consist of hedge type vegetation in accordance with the Landscape drawings included in Council's determination of Development Application No. 551/2003 unless otherwise approved in writing by Landco (NSW) Pty. Limited, and
- II. the mature height shall be maintained at not less than 1.2 metres.

Approved by the Council of Camden

[Signature]
.....
6. General Manager

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

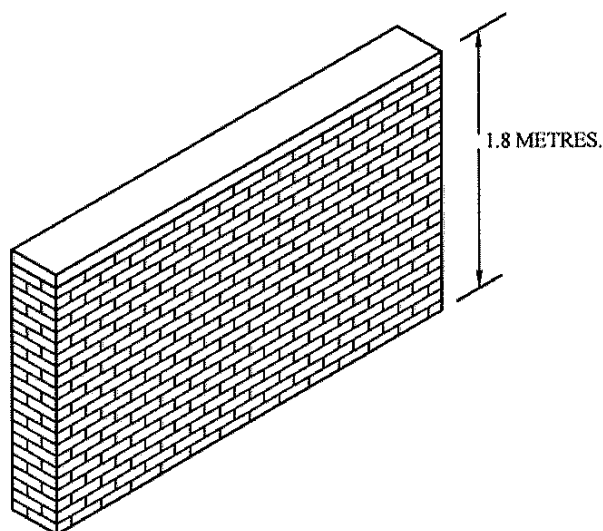
Lengths are in metres

Sheet 16 of
20 Sheets

PART 2

DP1061998

Plan of Subdivision of Lots 216
in DP 1001823
Covered by Subdivision
Certificate No. *5/2004*
of *11-2-2004*



TYPE 'G'

Fencing Type G:

- I constructed of brick, as illustrated, in accordance with approved plans.
- II does not exceed 1.8 metres in height.
- III finish in accordance with the approved plans in Council's Determination of Development Application No.551/2003.

Approved by the Council of Camden

[Signature]
.....
General Manager

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

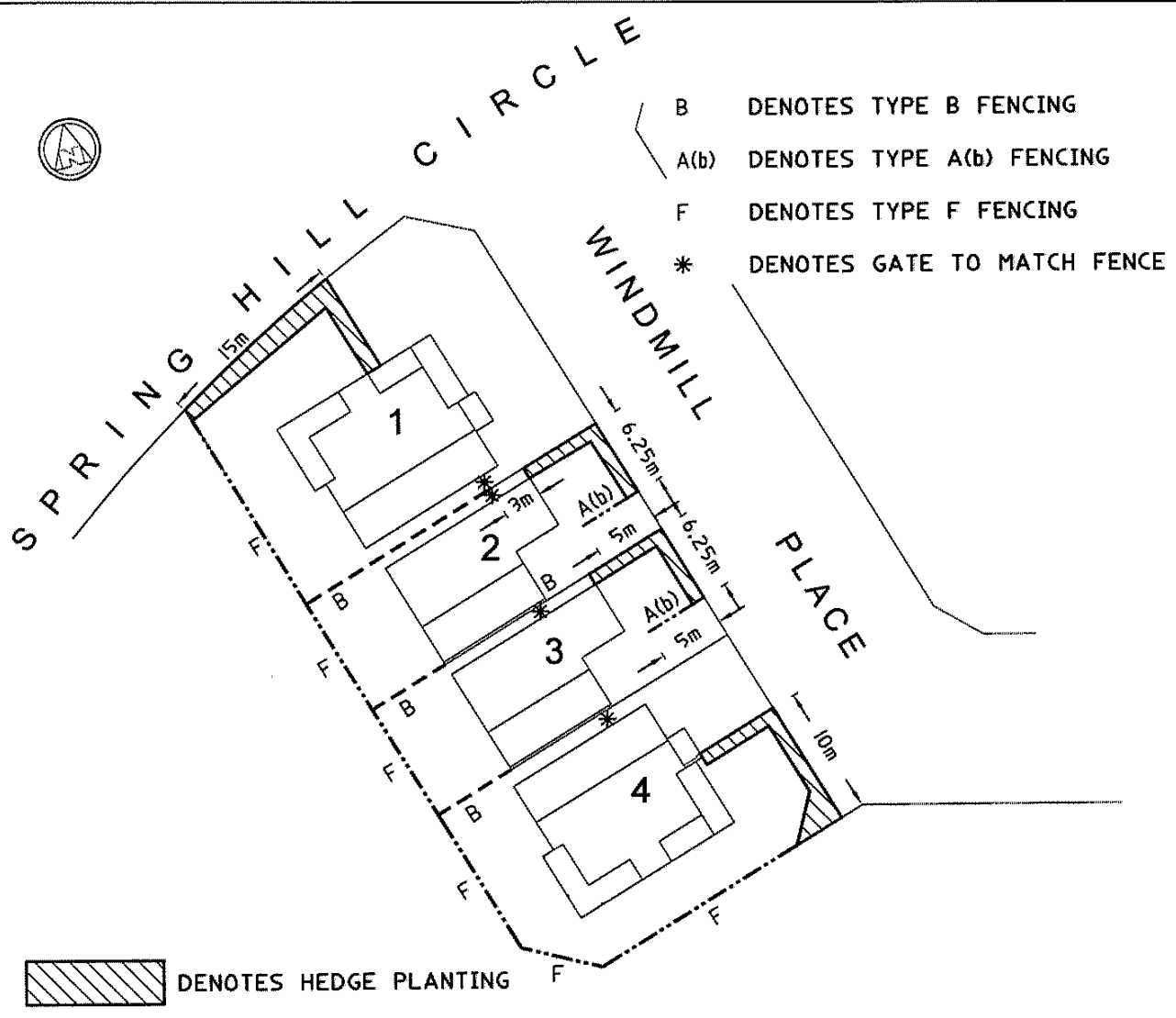
Lengths are in metres

Sheet 17 of
20 Sheets

PART 2

Plan of Subdivision of Lots 216
in DP 1001823
Covered by Subdivision
Certificate No. *5/2004*
of *11-2-2004*

DP1061998



Approved by the Council of Camden

[Signature]
General Manager

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

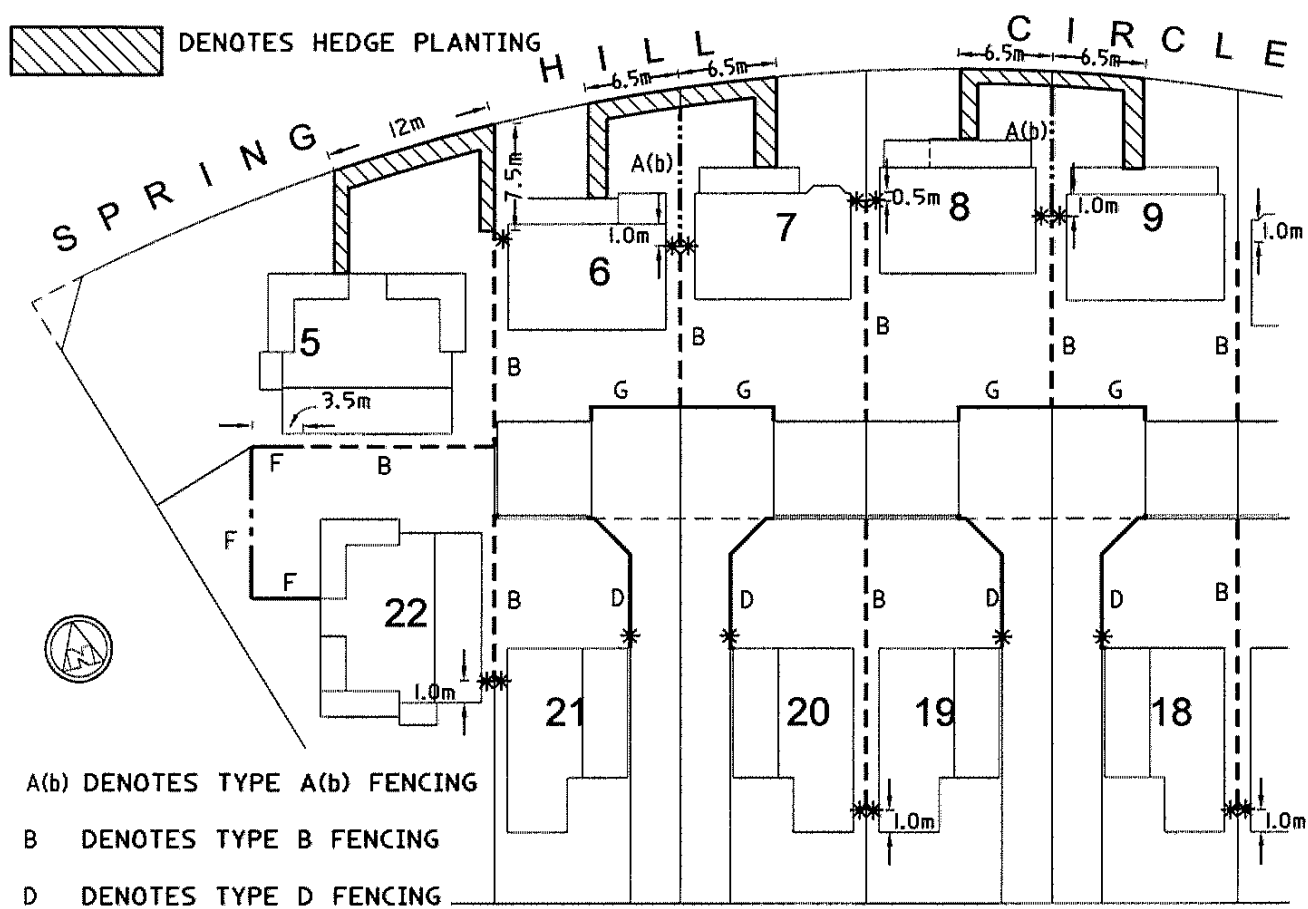
Lengths are in metres

Sheet 18 of
20 Sheets

PART 2

Plan of Subdivision of Lots 216
in DP 1001823
Covered by Subdivision
Certificate No. *5/2004*
of *11-2-2004*

DP1061998



- A(b) DENOTES TYPE A(b) FENCING
- B DENOTES TYPE B FENCING
- D DENOTES TYPE D FENCING
- F DENOTES TYPE F FENCING
- G DENOTES TYPE G FENCING
- * DENOTES GATE TO MATCH FENCE

WINDMILL PLACE

Approved by the Council of Camden

[Signature]
General Manager

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

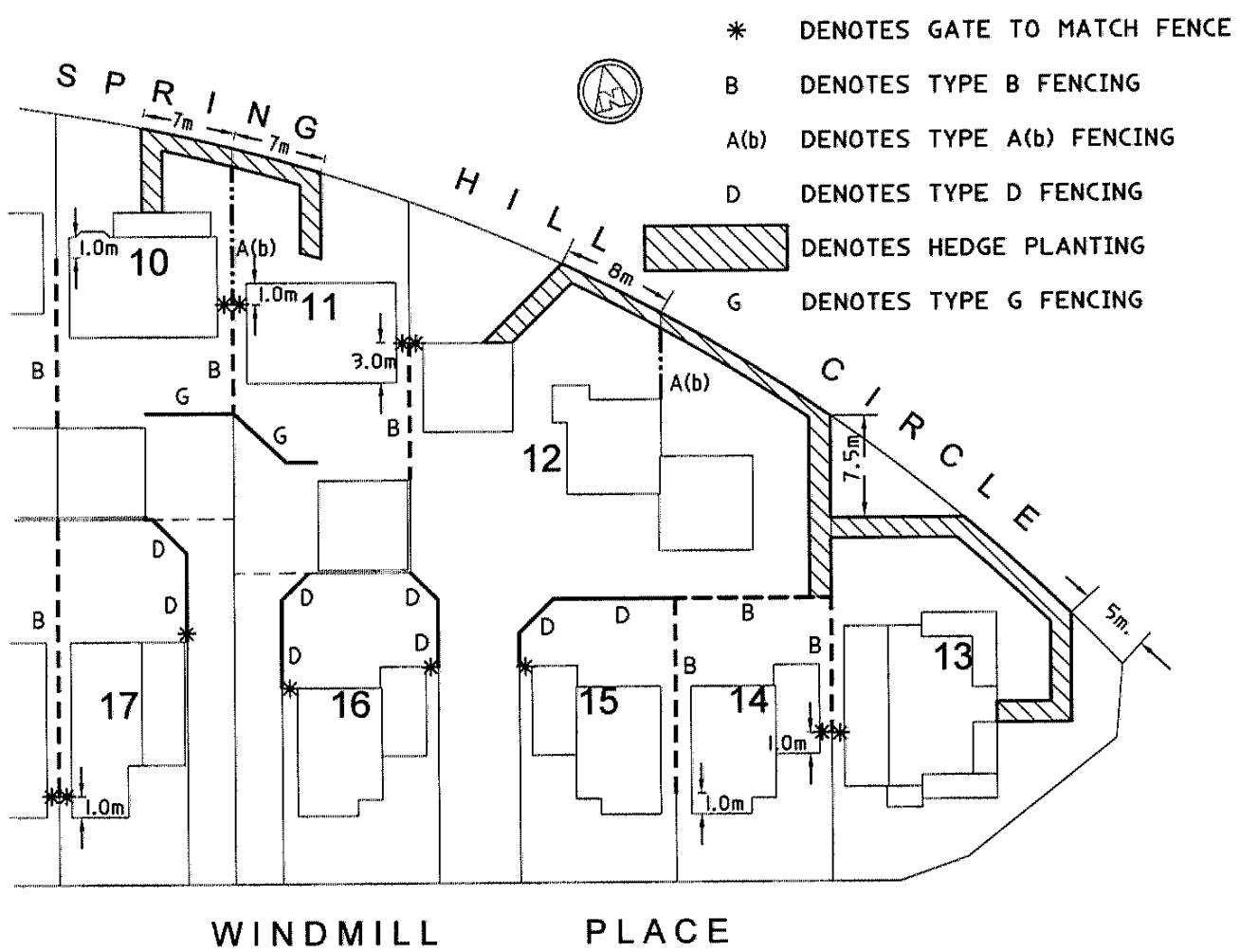
Lengths are in metres

Sheet 19 of
20 Sheets

PART 2

Plan of Subdivision of Lots 216
in DP 1001823
Covered by Subdivision
Certificate No. *5/2004*
of *11-2-2004*

DP1061998



Approved by the Council of Camden

[Signature]
General Manager

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

Lengths are in metres

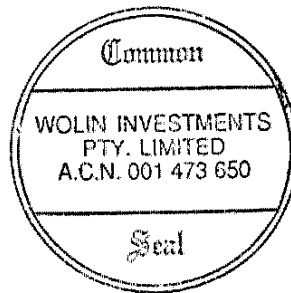
Sheet 20 of
20 Sheets

PART 2

Plan of Subdivision of Lots 216
in DP 1001823
Covered by Subdivision
Certificate No. *5/2004*
of *11-2-2004*

DP1061998

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



[Signature]

SECRETARY DIRECTOR

[Signature]
DIRECTOR

Signed at Sydney the TH *17* day of MARCH 2004
For Commonwealth Bank of Australia
A.C.N. 123 123 124 by its duly appointed
Attorney under Power of Attorney No.
Book . . . who declares that he has not
received notice of revocation of the power

Sandra Sutherland
Witness
SANDRA SUTHERLAND

Victoria Ann Harris
Title of Attorney
VICTORIA ANN HARRIS
MANAGER
CREDIT DOCUMENTATION
INSTITUTIONAL AND
BUSINESS SERVICES

Approved by the Council of Camden

[Signature]
for General Manager

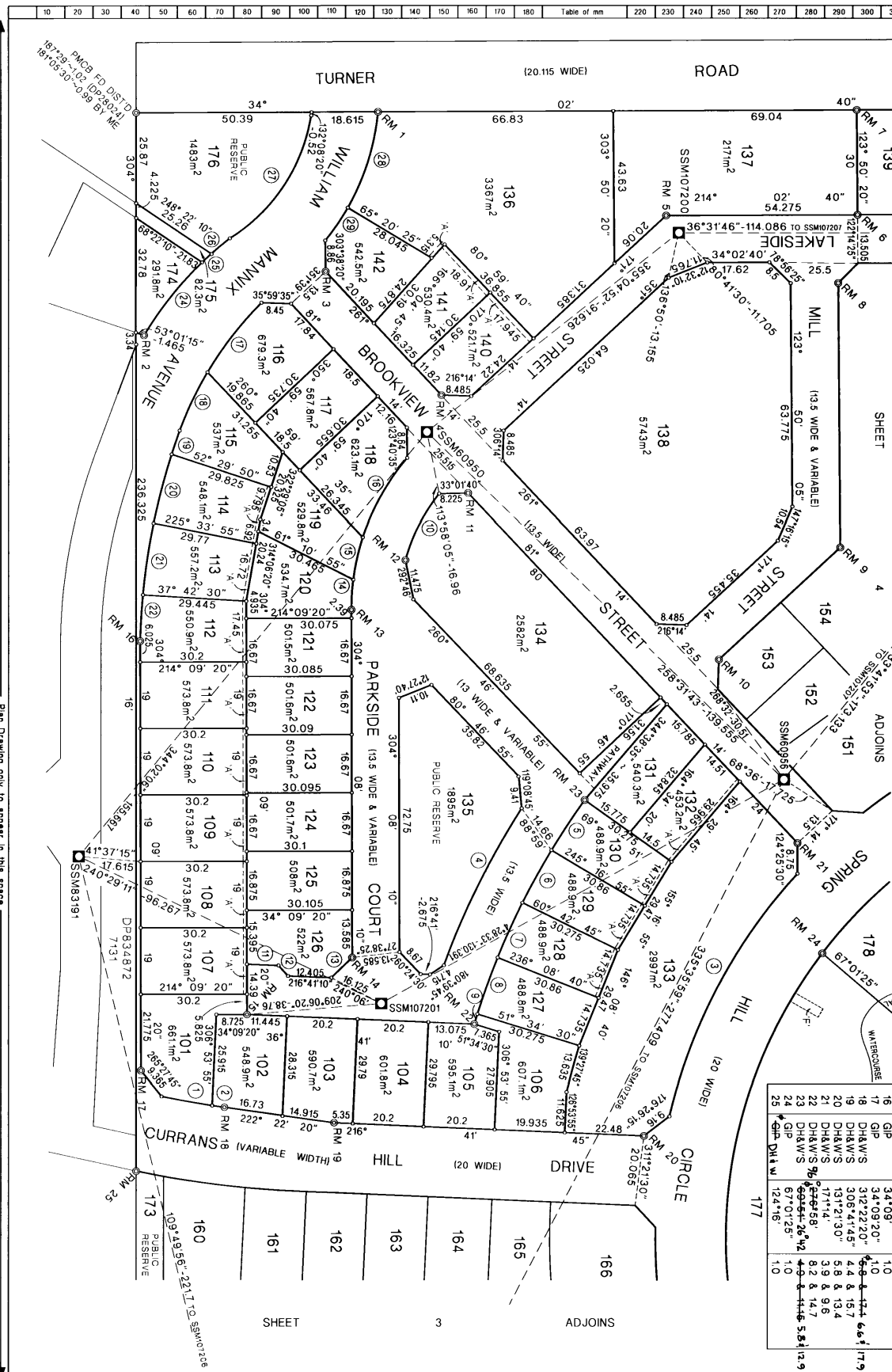
REGISTERED  & 7-4-2004

SCHEDULE OF SHORT AND CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	224°39'30"	14.615	14.62	259.465
2	227°29'20"	3.52	3.52	259.465
3	151°54'15"	78.225	79.08	185
4	150°58'40"	50.045	50.145	228.75
5	337°94'	17.16	17.165	215.25
6	332°59'50"	17.16	17.165	215.25
7	328°28'40"	17.16	17.165	215.25
8	323°51'30"	17.16	17.165	215.25
9	321°06'40"	21.265	21.265	53.25
10	216°41'10"	9.005	9.005	215.25
11	170°24'40"	8.295	8.295	215.25
12	307°51'15"	8.66	8.665	66.75
13	170°24'40"	8.295	8.295	215.25
14	307°51'15"	8.66	8.665	66.75

SCHEDULE OF REFERENCE MARKS PLACED

No.	TYPE	BEARING	DISTANCE(S)
1	GIP	233°01'	40.3 & 11.9
2	DHAW'S	351°14'	4.8 & 15.7
3	DHAW'S	351°14'	3.9 & 9.5
4	DHAW'S	282°38'	4.1 & 11.8
5	DHAW'S	302°14'25"	3.9 & 9.6
6	DHAW'S	303°50'20"	4.1 & 9.6
7	DHAW'S	331°50'	6.9 & 15.15
8	DHAW'S	284°51'	4.0 & 9.6
9	DHAW'S	281°14'	4.1 & 9.6
10	DHAW'S	62°14'	4.1 & 9.6
11	DHAW'S	207°08'	3.9 & 9.6
12	DHAW'S	207°38'25"	4.1 & 9.6
13	DHAW'S	207°38'25"	3.25 & 12.75
14	DHAW'S	170°57'30"	4.1 & 9.6
15	DHAW'S	34°09'20"	4.1 & 9.6
16	DHAW'S	312°22'20"	4.8 & 15.7
17	DHAW'S	306°41'45"	4.8 & 13.4
18	DHAW'S	131°21'30"	3.9 & 9.6
19	DHAW'S	171°14'	3.9 & 9.6
20	DHAW'S	171°14'	3.9 & 9.6
21	DHAW'S	171°14'	3.9 & 9.6
22	DHAW'S	171°14'	3.9 & 9.6
23	DHAW'S	171°14'	3.9 & 9.6
24	DHAW'S	171°14'	3.9 & 9.6
25	DHAW'S	171°14'	3.9 & 9.6



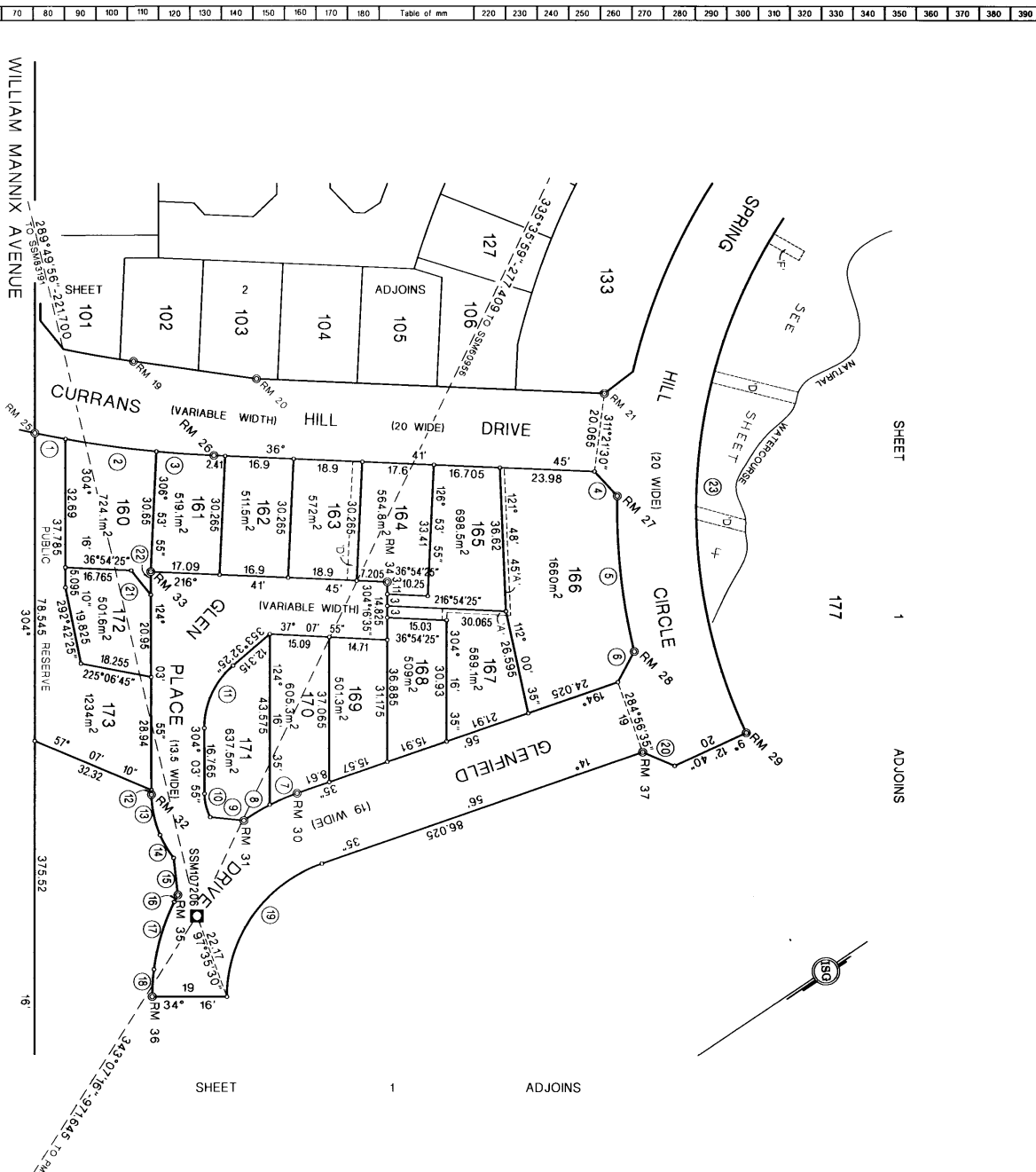
Registered Plan No. **DP 881933**
 Registered on **JSC 25-11-1998**
 This is sheet 2 of my plan in 4 sheets
 Dated 15/03/98

Surveyor registered under Surveyor Act 1993
W. Smith
 Council Clerk

For use where space is insufficient in any detail on Plan Form 2
W. Smith
 Council Clerk

Reduction Ratio 1:800

AMENDMENTS φ (RM'S) MADE IN LTO AT SURVEYOR'S REQUEST VIDE 4199/98 15.12.1998



- A' EASEMENT TO DRAIN WATER 1.5 WIDE
- D' EASEMENT TO DRAIN WATER 3 WIDE
- F' EASEMENT FOR PADMOUNT SUBSTATION 275 WIDE

SCHEDULE OF SHORT AND CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	45°18'35"	7.93	7.93	280
2	42°10'55"	23.92	23.92	280
3	36°10'55"	23.62	23.62	280
4	81°37'00"	8.105	14.085	280
5	181°03'05"	39.805	39.915	155
6	152°45'45"	7.555	7.54	55
7	191°34'20"	7.705	7.71	55
8	182°32'30"	8.815	7.09	55
9	220°04'15"	8.815	13.28	55
10	290°40'30"	6.135	6.195	21
11	328°48'10"	17.575	18.135	21
12	124°03'55"	0.95	18.135	21
13	112°30'20"	10.72	10.795	26.75
14	93°38'25"	6.8	6.82	26.75
15	117°43'50"	9.475	-	-
16	151°24'45"	2.035	2.035	55
17	140°59'10"	17.835	17.915	55
18	127°57'40"	7.085	7.09	55
19	339°38'15"	4.1645	4.4405	36
20	57°37'50"	8.92	-	-
21	85°04'00"	8.035	-	-
22	124°03'55"	5.88	-	-
23	332°30'15"	216.46	251.14	135

SCHEDULE OF REFERENCE MARKS PLACED

No.	TYPE	BEARING	DISTANCE(S)
26	D.H.W.S.	128°41'45"	4.4 & 45.75 & 6
27	D.H.W.S.	217°00'00"	5.35 & 13.65
28	D.H.W.S.	190°00'00"	5.5 & 43.95 & 5
29	GIP	91°12'40"	1.0
30	D.H.W.S.	284°56'33"	3.96 & 15.1
31	D.H.W.S.	285°00'00"	3.9 & 9.6
32	D.H.W.S.	214°04'00"	10.5 & 27.9
33	D.H.W.S.	260°00'00"	2.9 & 12.65 & 5.7 & 14.0
34	D.H.W.S.	359°34'40"00"	15.7 & 16.2 & 4.0 & 15.7
35	D.H.W.S.	220°00'00"	15.7 & 16.2 & 4.0 & 15.7
36	D.H.W.S.	244°56'35"	5.5 & 43.65 & 13.65
37	D.H.W.S.	104°56'35"	5.5 & 43.65 & 13.65

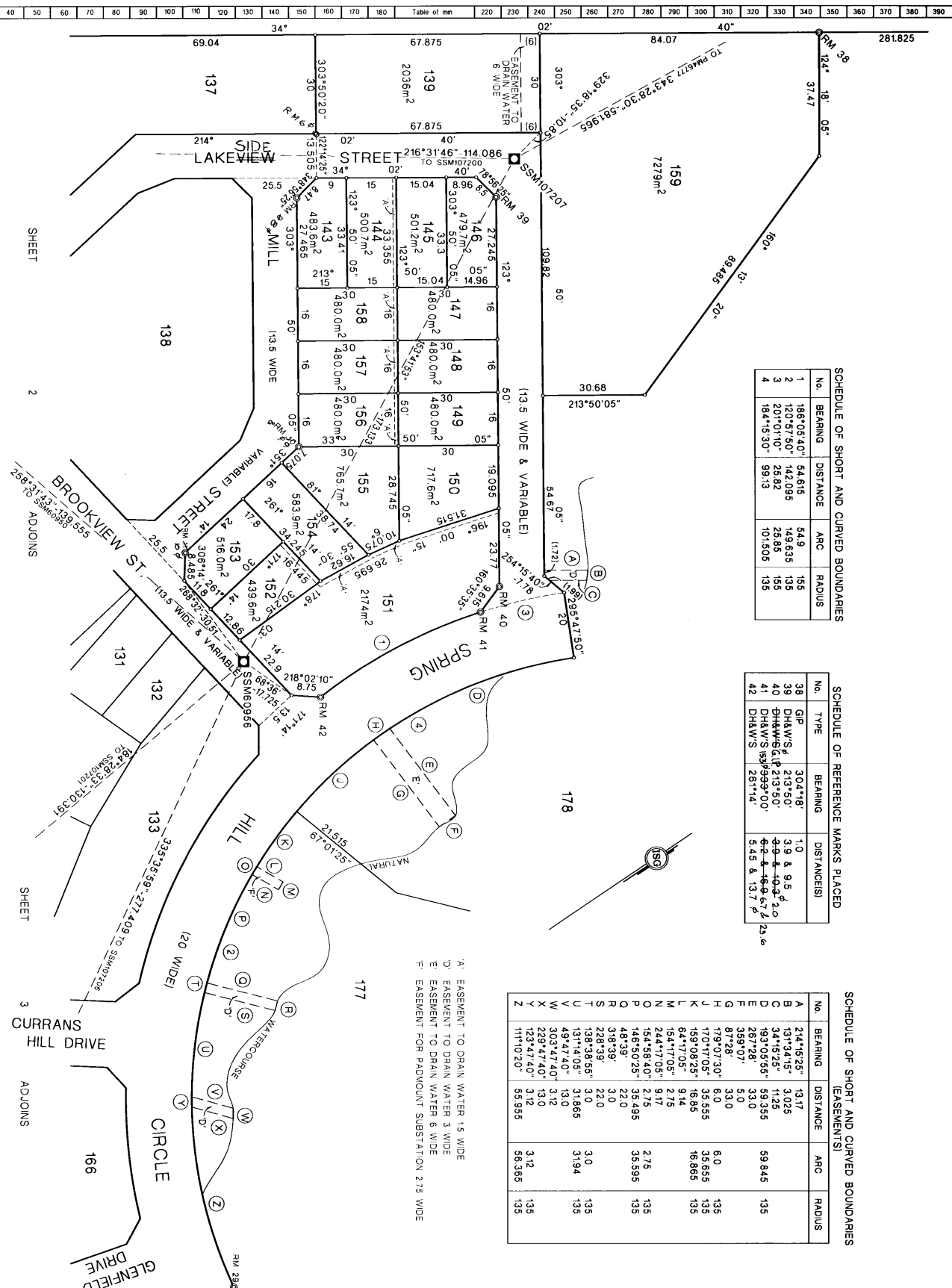
Registered DP 881933
 Registered under the Land Use Management Act 1998
 This is sheet 3 of my plan No. 4 sheets covered by my Certificate No. 63 of 1998

Surveyor registered under Surveyor Act 1999
 M. Lambert
 Contract Clerk

For use where there is no instrument in my plan on Plan Form 3
 This is sheet 3 of the part of 4 sheets covered by my Certificate No. 63 of 1998

AMENDMENTS & MADE IN LTD AT SURVEYORS REQUEST VIDE 4/199/98

Reduction Ratio 1800
 Surveyors Reference CH3027F3



SCHEDULE OF SHORT AND CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	186°05'40"	54.615	54.9	155
2	120°57'50"	142.095	146.635	135
3	201°01'10"	25.822	25.885	155
4	184°15'30"	99.13	101.505	135

SCHEDULE OF REFERENCE MARKS PLACED

No.	TYPE	BEARING	DISTANCE(S)
38	GP	302°18'	1.0
39	D.H.W.S.	233°50'	3.9 & 9.5
40	D.H.W.S.	213°50'	2.9 & 10.3
41	D.H.W.S.	192°20'	2.2 & 16.9
42	D.H.W.S.	261°14'	5.45 & 13.7

SCHEDULE OF SHORT AND CURVED BOUNDARIES (EASEMENTS)

No.	BEARING	DISTANCE	ARC	RADIUS
A	214°45'25"	13.17		
B	114°12'45"	3.025		
C	324°18'25"	1.125		
D	192°05'55"	59.355		
E	267°28'	33.0	59.845	135
F	58°107'	5.0		
G	87°28'	33.0		
H	179°07'30"	6.0		
I	170°17'05"	35.555		
J	159°08'29"	16.855		
K	64°17'05"	9.14		
L	154°17'05"	2.75		
M	244°17'05"	9.17		
N	154°58'40"	2.75		
O	146°50'25"	35.495		
P	48°39'	22.0		
Q	318°39'	3.0		
R	228°39'	22.0		
S	138°38'58"	3.0		
T	131°14'05"	31.865		
U	49°47'40"	13.0		
V	303°47'40"	3.12		
W	229°47'40"	13.0		
X	123°17'40"	3.12		
Y	111°0'20"	55.955		
Z			3.12	135

A. EASEMENT TO DRAIN WATER 1.5 WIDE
 D. EASEMENT TO DRAIN WATER 3 WIDE
 E. EASEMENT TO DRAIN WATER 6 WIDE
 F. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE

PLAN FORM 3
 SHEET 2
 SHEET 3
 ADJOINS
 ADJOINS
 SHEET 2
 SHEET 3
 ADJOINS
 ADJOINS

OFFICE USE ONLY

DP 881933

Registered **SC 25-11-1998**

This is sheet 4 of my plan n 4 sheets dated 15/05/98

W. Spink

Surveyor registered under Surveyor Act 1929

This is sheet 4 of the plan of 63 sheets covered by my Certificate No. 63 of 1998

W. Spink

Original Clerk

For registration this is returned in my panel on Plan No. 2 of 2

REGISTERED SURVEYOR

Common Seal
 ACN 05735148
 WILSON & PARTNERS
 15/12/1998

AMENDMENTS & MADE IN LTO AT SURVEYORS REQUEST WIDE 4199/98
 AMENDMENT TO LAKESIDE ST. WIDE 431/98
 23/12/98

Revision No. 1800
 SURVEYORS REFERENCE CH3027E4

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

Lengths are in metres

Sheet 1 of ²⁷26
Sheets

PART 1

DP 881933

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

Full name and address of the
Proprietor of the Land:

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

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

Easement to Drain Water 1.5 Wide

Schedule of Lots etc. Affected

Lots Burdened

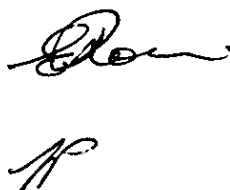
Lots, Name of Road or Authority Benefited

114	115
113	115, 114
112	115, 114, 113
111	115, 114, 113, 112
110	115, 114, 113, 112, 111
109	115, 114, 113, 112, 111, 110
108	115, 114, 113, 112, 111, 110, 109
107	115, 114, 113, 112, 111, 110, 109, 108
128	127
129	127, 128

Approved by the Council of Camden


.....
General Manager





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

Lengths are in metres

Sheet 2 of ²⁷26
Sheets

PART 1

Plan: DP 881933

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

Schedule of Lots etc. Affected (Continued):

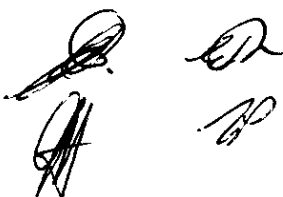
<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
130	127, 128, 129
132	127, 128, 129, 130
136	142
141	142, 136
140	142, 141, 136
152	153
151	155, 154, 153, 152
156	155
157	155, 156
158	155, 156, 157
144	155, 156, 157, 158
167	168
166	168, 167

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

Easement to Drain Water 3 wide

Schedule of Lots etc. Affected

<u>Lots Burdened</u>	<u>Lots, Name of Road or Authority Benefited</u>
163, 177 & 178	The Council of Camden



Approved by the Council of Camden


.....
a/ General Manager

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

CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 3 of ²⁷~~26~~
Sheets

PART 1

Plan:
DP 881933

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

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

Easement to Drain Water 6 wide

Lots Burdened

139
139, 178

Schedule of Lots etc. Affected

Lots, Name of Road or Authority Benefited
159
The Council of Camden

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

Easement for Padmount Substation
2.75 wide

Lots Burdened

177

Schedule of Lots etc. Affected

Lots, Name of Road or Authority Benefited
Integral Energy Australia

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

Restriction on the use of Land

Lots Burdened

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

Schedule of Lots etc. Affected

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

Approved by the Council of Camden

A/General Manager

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

Lengths are in metres

Sheet 4 of ²⁷26
Sheets

PART 1

Plan:
DP 881933

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

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

Restriction on the use of Land

Schedule of Lots etc. Affected

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

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


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

Restriction on the use of Land

Schedule of Lots etc. Affected

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

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



Approved by the Council of Camden


General Manager

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

Lengths are in metres

Sheet 5 of ²⁷26
Sheets

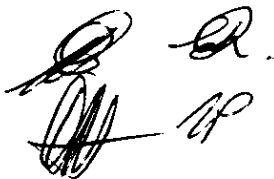
PART 1

Plan: DP 881933

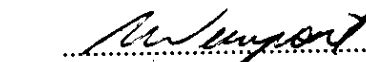
Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
Certificate No. 63
of 1998

<u>Identity of Easement or Restriction eighthly referred to in abovementioned plan:</u>	<u>Schedule of Lots etc. Affected</u>	<u>Restriction on the use of land</u>
<u>Lots Burdened</u> 101 to 118 inclusive		<u>Lots, Name of Road or Authority Benefited</u> Every other lot except lots 135, 173, and 176 Lot 3 in DP876908
131 to 133 inclusive		Every other lot except lots 135, 173, and 176 Lot 3 in DP876908
151		Every other lot except lots 135, 173, and 176 Lot 3 in DP876908
160 to 166 inclusive		Every other lot except lots 135, 173, and 176 Lot 3 in DP876908

<u>Identity of Easement or Restriction ninthly referred to in abovementioned plan:</u>	<u>Schedule of Lots etc. Affected</u>	<u>Restriction on the use of land</u>
<u>Lots Burdened</u> 101 to 107 inclusive		<u>Lots, Name of Road or Authority Benefited</u> Every other lot except lots 135, 173, and 176 Lot 3 in DP876908
160 to 165 inclusive		Every other lot except lots 135, 173, and 176 Lot 3 in DP876908
167 to 171 inclusive		Every other lot except lots 135, 173, and 176 Lot 3 in DP876908



Approved by the Council of Camden


General Manager

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

Lengths are in metres

Sheet 6 of ²⁷~~26~~
Sheets

PART 1

Plan:

DP 881933

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

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

Restriction on the use of land

Schedule of Lots etc. Affected

Lots Burdened

119 to 130 inclusive

140 to 150 inclusive

152 to 158 inclusive

167 to 172 inclusive

174 and 175

Lots, Name of Road or Authority Benefited

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

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

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

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

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

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

Restriction on the use of Land

Schedule of Lots etc. Affected

Lots Burdened

Each lot

Lots, Name of Road or Authority Benefited

Every other lot and Lot 3 in DP876908



Approved by the Council of Camden


General Manager

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

Lengths are in metres

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PART 2

Plan:

DP 881933

Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
Certificate No. 63
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TERMS OF EASEMENT TO DRAIN WATER SECONDLY AND THIRDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN

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

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

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

1. Full and free right and licence for the Authority Benefited to erect a padmounted substation on the lot burdened for the purpose of transmission of electricity and incidental purposes together with the following rights:
 - (a) to enter pass and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and
 - (b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the padmounted substation, and
 - (c) to remove any encroachments from the easement site, and
 - (d) to excavate the easement site for the purposes of this easement.
2. In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.



Approved by the Council of Camden


General Manager

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

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Sheets

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Plan: **DP 881933**

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DP876908 Covered by Council Clerk's
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-
3. The Owner of the lot burdened covenants with the Authority Benefited that the Owner:
- (a) will not erect or permit to be erected any structure on or over the easement site, and
 - (b) will not alter the surface level of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and
 - (c) will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted without the permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.
4. **"Authority Benefited"** means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorised by it.

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

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

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

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

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

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

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



Approved by the Council of Camden


General Manager

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

CONVEYANCING ACT, 1919

Lengths are in metres

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

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

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

Approved by the Council of Camden


General Manager



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

PART 2

Plan: DP 881933

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

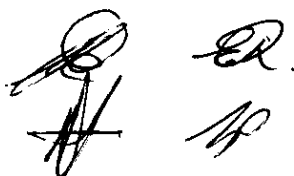
-
- (d) No garage, carport, garden shed or other detached outbuilding or structure shall be constructed on any lot burdened prior to the construction of a dwelling on the lot.
- (e) No driveway shall be constructed on any lot burdened of materials other than stencilled or patterned concrete, or segmented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

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

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

Approved by the Council of Camden


General Manager



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

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Lengths are in metres

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Sheets

PART 2

Plan: DP 881933

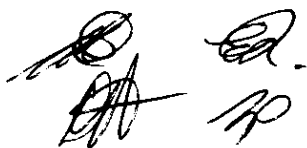
Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
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Such plans must:

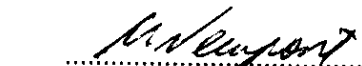
- be generally in accordance with the Design Guidelines,
- include details of fencing types, and
- include manufacturers brochure colour photographs of the wall and roof materials proposed to be used.

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

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



Approved by the Council of Camden


.....
General Manager

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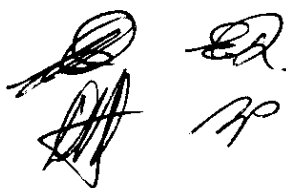
PART 2

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

Approved by the Council of Camden



General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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For the purposes of restrictions (b) and (c):

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

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

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

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

Approved by the Council of Camden

General Manager

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

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Plan:

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-
- (f) No dividing fence erected along any common boundary with any public open space other than road and situated forward of a point one metre behind the bulding line as fixed by the Council of Camden shall be constructed of materials other than those of a Type A(a) fence or Type A(b) fence shown and described on sheet 18 of 26 sheets or Type D fence shown and described on sheet 20 of 26 sheets.
-

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

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

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

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

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

Approved by the Council of Camden


General Manager



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

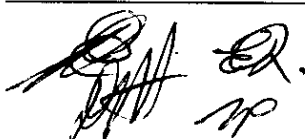
DP 881933

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

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

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



Approved by the Council of Camden


General Manager

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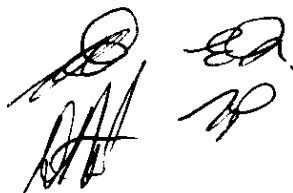
PART 2

Plan:

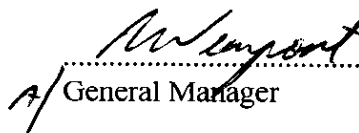
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THE BODIES OR AUTHORITIES EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTIONS SIXTHLY, SEVENTHLY, EIGHTHLY, NINTHLY, TENTHLY AND ELEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS LANDCO (NSW) PTY LIMITED OR WOLIN INVESTMENTS PTY LIMITED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

Handwritten signatures and initials, including a large signature on the left and initials 'EA' and 'W' on the right.

Approved by the Council of Camden


General Manager

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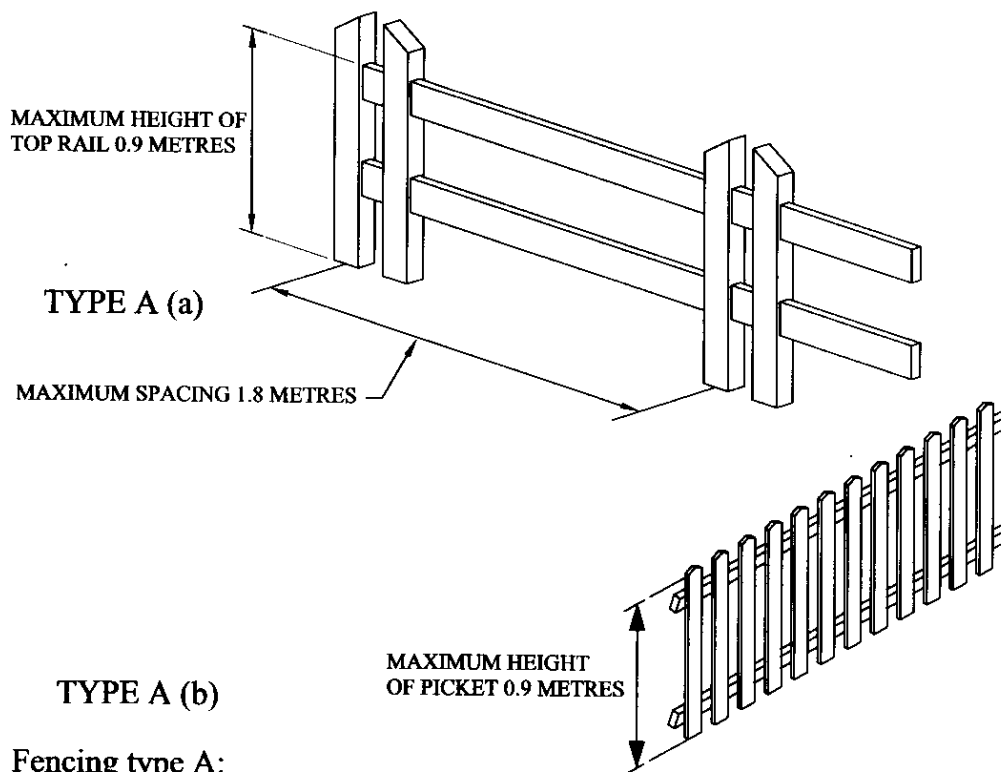
Lengths are in metres

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Fencing type A:

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

Approved by the Council of Camden

General Manager

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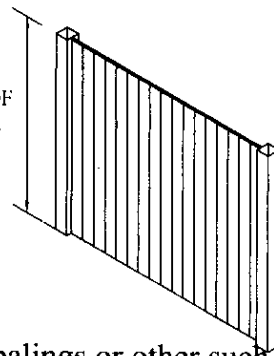
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TYPE B

MAXIMUM HEIGHT OF
PALINGS 1.8 METRES.

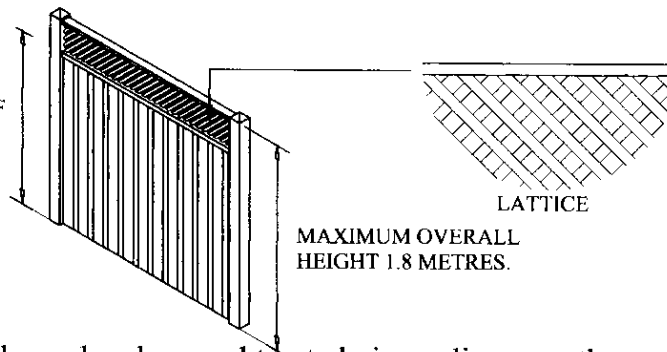


Fencing Type B:

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

TYPE C

MAXIMUM HEIGHT OF
PALINGS 1.5 METRES



Fencing Type C:

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

Approved by the Council of Camden

[Handwritten Signature]
General Manager

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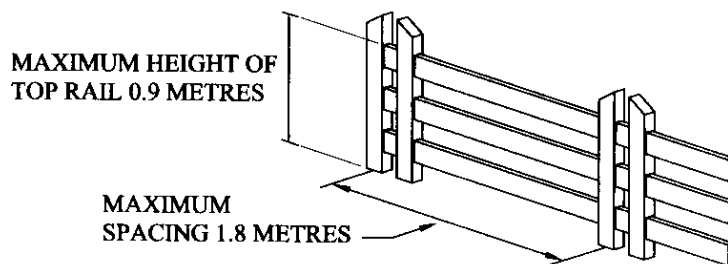
Lengths are in metres

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TYPE D

Fencing Type D.

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

Approved by the Council of Camden


General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
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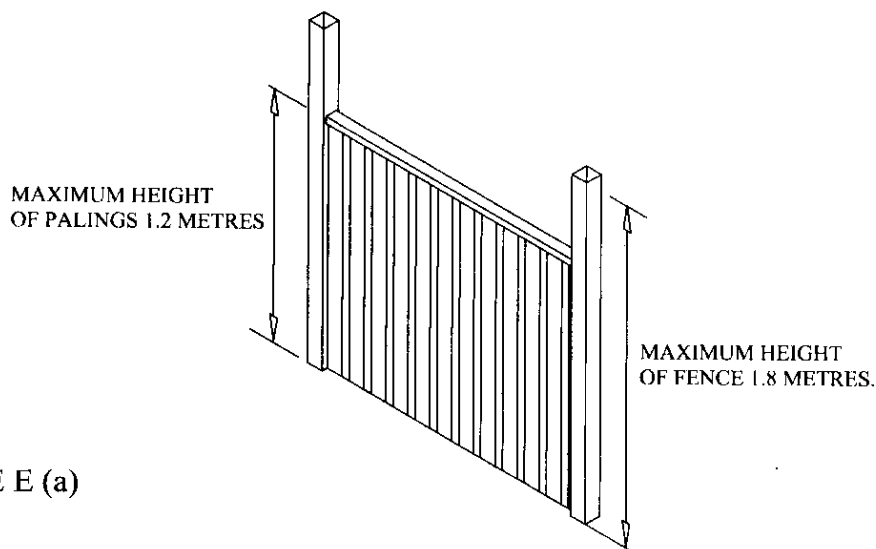
Lengths are in metres

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Fencing Type E (a):

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

Approved by the Council of Camden

General Manager

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

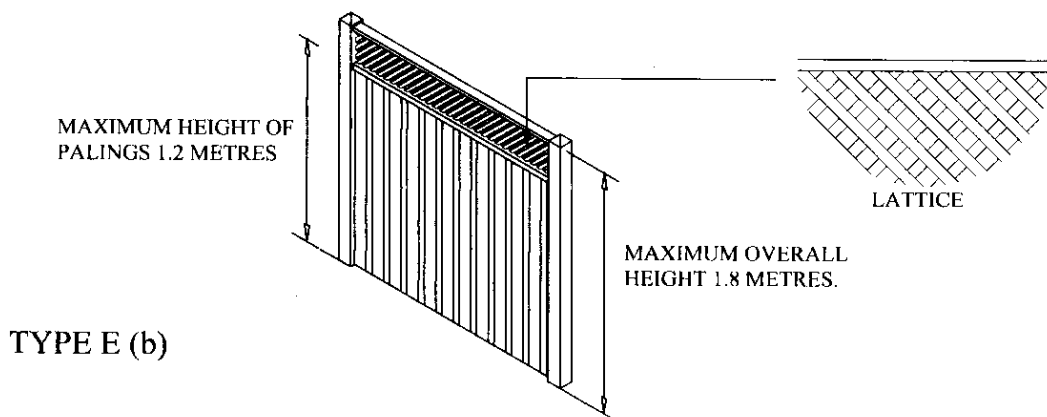
Lengths are in metres

Sheet 22 of ²⁷26
Sheets

PART 2

Plan:
DP 881933

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



Fencing Type E (b):

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

Approved by the Council of Camden

General Manager

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

Lengths are in metres

Sheet 23 of ²⁷~~26~~
Sheets

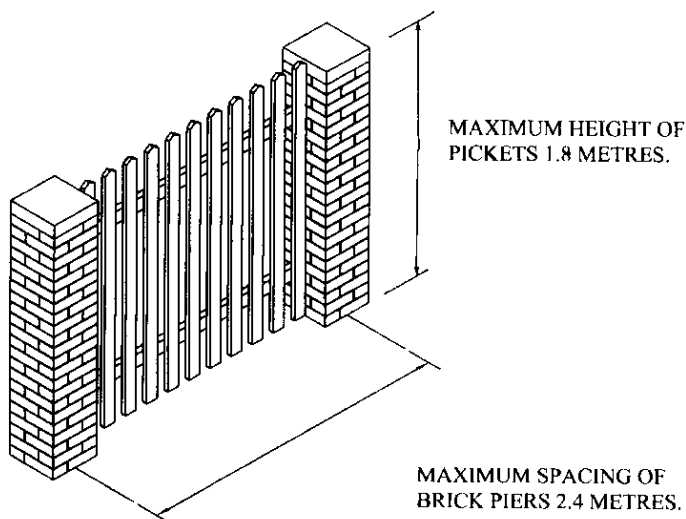
PART 2

Plan:

DP 881933

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

TYPE 'F'.



Fencing Type F:

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

Approved by the Council of Camden

[Handwritten Signature]
General Manager

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

Lengths are in metres

Sheet 24 of ²⁷~~26~~
Sheets

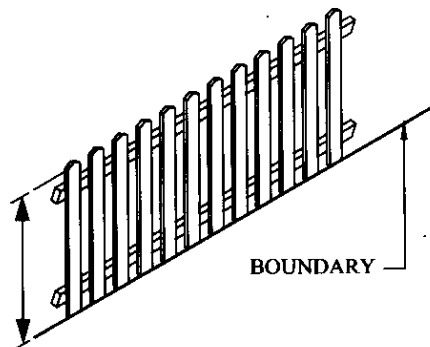
PART 2

Plan:
DP 881933

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

TYPE G (a)

MAXIMUM HEIGHT
OF PICKET 1.5 METRES.



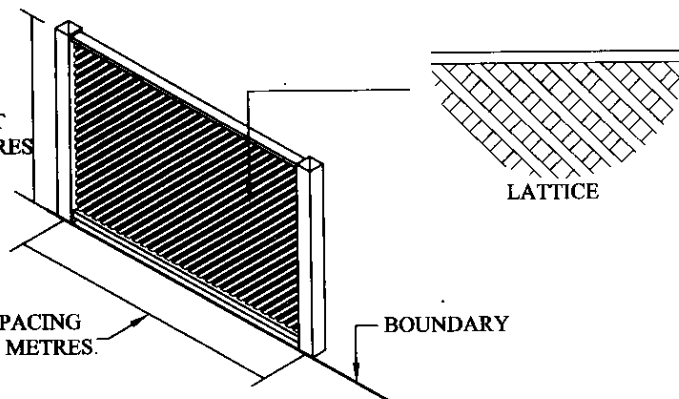
Fencing type G(a):

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

TYPE G (b)

MAXIMUM HEIGHT
OF FENCE 1.5 METRES

MAXIMUM SPACING
OF POSTS 1.8 METRES.



Fencing type G (b):

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

Approved by the Council of Camden

[Handwritten Signature]
General Manager

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

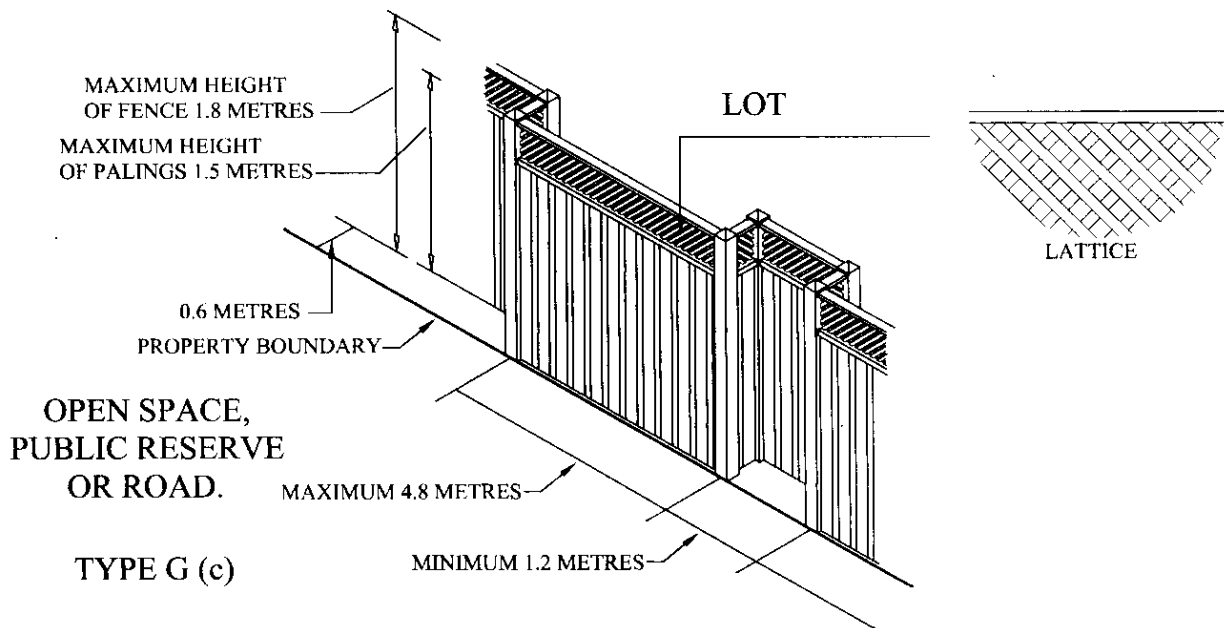
Lengths are in metres

27
Sheet 25 of 26
Sheets

PART 2

Plan:
DP 881933

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



Fencing type G(c):

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

Approved by the Council of Camden

A. J. [Signature]
General Manager

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

Lengths are in metres

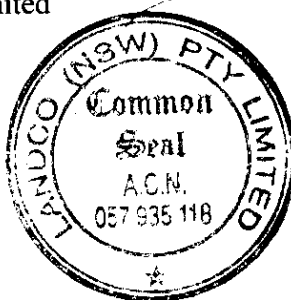
Sheet 26 of ²⁷26
Sheets

PART 2

Plan:
DP 881933

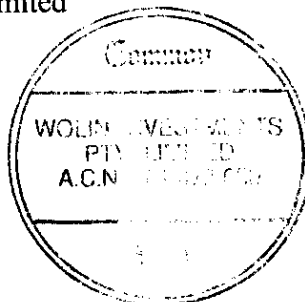
Plan of Subdivision of Lots 1 and 2 in
DP876908 Covered by Council Clerk's
Certificate No. 63
of 1998

The Common Seal of Landco (NSW) Pty Limited
was hereunto affixed by resolution of the
Directors in the presence of:



[Signature]
.....
SECRETARY
[Signature]
.....
DIRECTOR

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



[Signature]
.....
SECRETARY
[Signature]
.....
DIRECTOR

Signed at Canberra by ST GEORGE
BANK LIMITED
by its Attorneys who state that they have
received no notice of revocation of Power
of Attorney No. 101712 *[Handwritten]*
[Signature]
Justice of the Peace

KATHLEEN AVEYARD

[Signature]
Signature.....
ATTORNEY
NAME: **RODNEY JOHN SUTTON**
TITLE: **SENIOR MANAGER**
[Signature]
Signature.....
ATTORNEY
NAME: **BARBARA JOY MILLS**
TITLE: **CREDIT ANALYST**

Approved by the Council of Camden

[Signature]
.....
General Manager

DP 881933

Sheet 27 of 27.Sheets

COMMONWEALTH BANK OF AUSTRALIA BEING THE MORTGAGEE

UNDER LIENS MORTGAGE No. DATED 5290040 in F/1 2/876908

OF THE PREMISES DEMISED BY THE WITHIN LINEN PLAN

HEREBY CONSENTS TO SUCH LINEN PLAN.

SIGNED IN MY PRESENCE BY

DAVID LEIGH CROKER

COMMONWEALTH BANK OF AUSTRALIA by its attorney DAVID LEIGH CROKER
who is SENIOR MANAGER
for the time being at CAMPBELLTOWN
and who is the attorney mentioned and referred to in
Power of Attorney registered in the LAND TITLES OFFICE
Book 4013 No. 818.

The Commonwealth Bank of Australia
is a company incorporated in Australia
with its principal office at
180 Queen Street, Campbelltown, New South Wales

CAROL CLELL, Bank Officer,

180 Queen Street, Campbelltown, New South Wales

REGISTERED 25-11-1998

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

Lengths are in metres

Sheet 1 of
26 Sheets

PART 1

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. 20
of 1999

Full name and address of the
Proprietor of the Land:

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

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

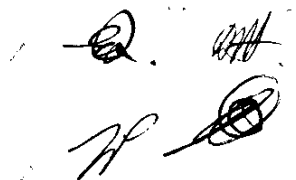
Easement to Drain Water 1.5 Wide (E)

<u>Lots Burdened</u>	<u>Schedule of Lots etc. Affected</u>	<u>Lots, Name of Road or Authority Benefited</u>
213		212

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

Easement to Drain Water 1.5 Wide (J)

<u>Lots Burdened</u>	<u>Schedule of Lots etc. Affected</u>	<u>Lots, Name of Road or Authority Benefited</u>
212, 213 and 218		The Council of Camden



Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

Sheet 2 of
26 Sheets

PART 1

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. 20
of 1999

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

Easement to Drain Water 3 wide

Schedule of Lots etc. Affected

Lots Burdened
216, 217, 218 and 221

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

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

Easement for Padmount Substation

Schedule of Lots etc. Affected

Lots Burdened
218 and 221

Lots, Name of Road or Authority Benefited
Integral Energy Australia

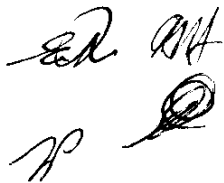
Identity of Easement or
Restriction fifthly referred to
in abovementioned plan:

Positive Covenant

Schedule of Lots etc. Affected

Lots Burdened
210 and 211

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



Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

Sheet 3 of
26 Sheets

PART 1

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. 20
of 1999

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

Restriction on the use of Land

Schedule of Lots etc. Affected

Lots Burdened
Each Lot except Lots 209 to 221 inclusive

Lots, Name of Road or Authority Benefited
Every other Lot except Lot 209
Lot 3 in DP 876908


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

Restriction on the use of Land

Schedule of Lots etc. Affected

Lots Burdened
Each Lot except Lots 209, 216, 217, 218 and 221

Lots, Name of Road or Authority Benefited
Every other Lot except Lot 209
Lot 3 in DP 876908



Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

Sheet 4 of
26 Sheets

PART 1

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. 20
of 1999

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

Restriction on the use of land

Schedule of Lots etc. Affected

Lots Burdened
210, 214, 215, 219 and 220

Lots, Name of Road or Authority Benefited
Every other lot except lot 209
Lot 3 in DP 876908

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

Restriction on the use of land

Schedule of Lots etc. Affected

Lots Burdened
212

Lots, Name of Road or Authority Benefited
Every other lot except lot 209
Lot 3 in DP 876908

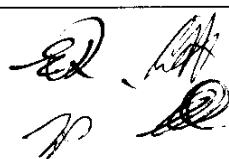
Identity of Easement or
Restriction tenthly referred to
in abovementioned plan:

Restriction on the use of land

Schedule of Lots etc. Affected

Lots Burdened
211

Lots, Name of Road or Authority Benefited
Every other lot except lot 209
Lot 3 in DP 876908



Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

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26 Sheets

PART 1

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. *20*
of *1999*

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

Restriction on the use of land

Schedule of Lots etc. Affected

Lots Burdened
200 to 208 inclusive

Lots, Name of Road or Authority Benefited
Every other lot except lot 209
Lot 3 in DP 876908

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

Restriction on the use of Land

Schedule of Lots etc. Affected

Lots Burdened
Each lot

Lots, Name of Road or Authority Benefited
Every other lot and in Lot 3 in DP 876908

PART 2

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

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

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

Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

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26 Sheets

PART 2

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. *20*
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TERMS OF EASEMENT FOR PADMOUNT SUBSTATION FOURTHLY REFERRED TO
IN THE ABOVEMENTIONED PLAN.

1. Full and free right and licence for the Authority Benefited to erect a padmounted substation on the lot burdened for the purpose of transmission of electricity and incidental purposes, together with the following rights:
 - (a) to enter pass and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and
 - (b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the padmounted substation, and
 - (c) to remove any encroachments from the easement site, and
 - (d) to excavate the easement site for the purposes of this easement.

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

3. The Owner of the lot burdened covenants with the Authority Benefited that the Owner:
 - (a) will not erect or permit to be erected any structure on or over the easement site, and
 - (b) will not alter the surface level of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and
 - (c) will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted
 without the permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably imposed.

Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

Sheet 7 of
26 Sheets

PART 2

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. 20
of 1999

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

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

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

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

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

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

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

Vehicular access to the lots burdened is denied from, Glenfield Drive.

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

Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

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26 Sheets

PART 2

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. 70
of 1999

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

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



Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

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26 Sheets

PART 2

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. 20
of 1999

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

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

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

Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

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26 Sheets

PART 2

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. *20*
of *1999*

Such plans must:


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

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

- the proposed building or alteration does not conform with the general standards of design and planning of the development of other lands within Spring Hill Village, or
- the proposed building or alteration is undesirable by reason of the effect that it would have upon the development, appearance, health or amenity of the neighbourhood or any part of it.

- (b) No motor lorry or motor omnibus shall be regularly parked on any Lot burdened unless it is wholly contained within a garage or carport built in compliance with this instrument.
- (c) No motor lorry or motor omnibus shall be regularly parked on any road or public place within the land contained in the abovementioned plan.
- (d) No plant, machinery, building materials, and/or other equipment, including but without limiting the generality thereof any caravans, box trailer, boat, boat trailers, mobile garbage bins, air conditioning units, garden equipment, and the like, or any part thereof, shall be stored on any lot unless the same is either:
 - I. not visible from any public road and/or place; or
 - II. is screened from any public road and/or place in a manner approved by Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited.

Approved by the Council of Camden



.....
General Manager

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

Lengths are in metres

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26 Sheets

PART 2

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. *20*
of *1999*

- (c) No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place.
- (f) No "two-dwelling development" as defined in Camden Council's Local Environmental Plan No.72 shall be provided on any lot burdened with the exception of Lot 211 and where provided shall:
 - not be constructed of materials other than those in character with the main dwelling,
 - be of similar standard and finish to the main dwelling, and
 - form part of the main dwelling erected on the lot.
- (g) For so long as Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited remains the registered proprietor of any Lot in the Estate no advertisement, boarding, sign or other similar structure which is intended to be capable for the use or display of advertisements or notices shall be erected or allowed to remain on any Lot burdened or part thereof without the prior written consent of Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited and Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited shall have the right to enter any lot or part thereof and remove any advertisement hoarding sign or other similar structure for which approval has not been given.
- (h) No extension, awning, pergola or other attachments to the existing building shall be:
 - constructed of materials other than those in character with, and
 - shall be of similar standard and finish to the main dwelling erected on the lot.
- (i) No prefabricated carport or prefabricated or metal clad garage or any other garage or carport shall be constructed on any lot burdened unless it is of similar design, standard and finish to the dwelling erected on the lot.
- (j) No existing tree on any lot may be removed or altered in any way without the Statutory Consent of the Camden Council, and the consent in writing of Landco (NSW) Pty Limited and/or Wolin Investments Pty Limited.

Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

Sheet 12 of
26 Sheets

PART 2

DP1001823

Plan of Subdivision of Lots 177 and 178
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For the purposes of restrictions (b) and (c):

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

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

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

- (a) No fence shall be erected along the road alignment with Glenfield Drive and Spring Hill Circle unless it is of a Type A(a) fence shown and described on sheet 18 of 26 sheets.
- (b) No dividing fence erected along any common boundary with any public open space and situated a minimum of one metre behind the building line as fixed by the Council of Camden shall be constructed of materials other than those of a Type G(a) fence or Type G(b) fence shown and described on sheet 24 of 26 sheets or Type G(c) fence shown and described on sheet 25 of 26 sheets.
- (c) No dividing fence erected along any common boundary with any public open space and situated forward of a point one metre behind the building line as fixed by the Council of Camden shall be constructed of materials other than those of a Type A(a) fence shown and described on sheet 18 of 26 sheets.

Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

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26 Sheets

PART 2

DP1001823

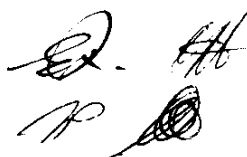
Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
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TO ACHIEVE AND MAINTAIN A NEIGHBOURHOOD CHARACTER IN ACCORDANCE WITH
THE DESIGN GUIDELINES, THE FOLLOWING TERMS OF THE RESTRICTION ON THE USE
OF LAND NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN ARE TO BE
OBSERVED

- (a) No fence shall be erected along the road alignment unless it is of a Type D fence shown and described on sheet 20 of 26 sheets.
- (b) No dividing fence erected along any common boundary with lot 218 and situated a minimum of one metre behind the building line as fixed by the Council of Camden shall be constructed of materials other than those of a Type G(a) fence or Type G(b) fence shown and described on sheet 24 of 26 sheets or Type G(c) fence shown and described on sheet 25 of 26 sheets.
- (c) No dividing fence erected along any common boundary with lot 218 and situated forward of a point one metre behind the building line as fixed by the Council of Camden shall be constructed of materials other than those of a Type D fence shown and described on sheet 20 of 26 sheets or Type A(b) fence shown and described on sheet 18 of 26 sheets.

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

- (a) No fence or gate shall be erected along the road alignment with any lot burdened and Glenfield Drive unless it is of a Type C fence shown and described on sheet 19 of 26 sheets or Type G(a) fence or Type G(b) fence shown and described on sheet 24 of 26 sheets or Type G(c) fence shown and described on sheet 25 of 26 sheets.



Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

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26 Sheets

PART 2

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
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-
- (b) No dividing fence erected along any common boundary with lot 218 shall be constructed of materials other than those of a Type G(a) fence or Type G(b) fence shown and described on sheet 24 of 26 sheets or Type G(c) fence shown and described on sheet 25 of 26 sheets.
-

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

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

- (a) Excepting where the lot is a corner lot, no fence shall be erected along the road alignment of each lot burdened unless it is of a Type A(a) fence or Type A(b) fence shown and described on sheet 18 of 26 sheets or fencing Type D fence shown and described on sheet 20 of 26 sheets.
- (b) No dividing fence erected on or near a common boundary with any other lot in the subdivision and situated forward of a point one metre behind the front facade of the dwelling immediately adjoining shall be constructed of materials other than those of a Type A(a) fence or Type A(b) fence shown and described on sheet 18 of 26 sheets or Type D fence shown and described on sheet 20 of 26 sheets.
- (c) Where the lot is a corner lot, no fence shall be erected along the road alignment to which the dwelling faces unless it is of a Type A(a) fence or Type A(b) fence shown and described on sheet 18 of 26 sheets or Type D fence shown and described on sheet 20 of 26 sheets.
- (d) Where the lot is a corner lot, no fence shall be erected along or near the road alignment to which the dwelling does not face unless it is of a Type E(a) fence shown and described on sheet 21 of 26 sheets or Type E(b) fence shown and described on sheet 22 of 26 sheets or Type F shown and described on sheet 23 of 26 sheets.

Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

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- (e) No dividing fence erected on or near a common boundary with any other lot in the subdivision and situated a minimum of one metre behind the front facade of the dwelling immediately adjoining shall be constructed of materials other than those of a Type B fence shown and described on sheet 18 of 25 sheets.
- (f) No dividing fence erected along any common boundary with any public open space and situated a minimum of one metre behind the building line as fixed by the Council of Camden shall be constructed of materials other than those of a Type G(a) fence or Type G(b) fence shown and described on sheet 23 of 25 sheets or Type G(c) fence shown and described on sheet 24 of 25 sheets.
- (g) No dividing fence erected along any common boundary with any public open space and situated forward of a point one metre behind the building line as fixed by the Council of Camden shall be constructed of materials other than those of a Type A(a) fence or Type A(b) fence shown and described on sheet 17 of 25 sheets or Type D fence shown and described on sheet 19 of 25 sheets.

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

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



Approved by the Council of Camden

.....
General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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THE BODIES OR AUTHORITIES EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTIONS SIXTHLY, SEVENTHLY, EIGHTHLY, NINTHLY, TENTHLY, ELEVENTHLY AND TWELTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS LANDCO (NSW) PTY LIMITED OR WOLIN INVESTMENTS PTY LIMITED WHILST LANDCO (NSW) PTY LIMITED OR WOLIN INVESTMENTS PTY LIMITED IS AN OWNER OF ANY LOT OR PART OF A LOT IN THE SUBDIVISION. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.



Approved by the Council of Camden

.....
General Manager

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

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PART 2

DP1001823

Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. *20*
of *1999*

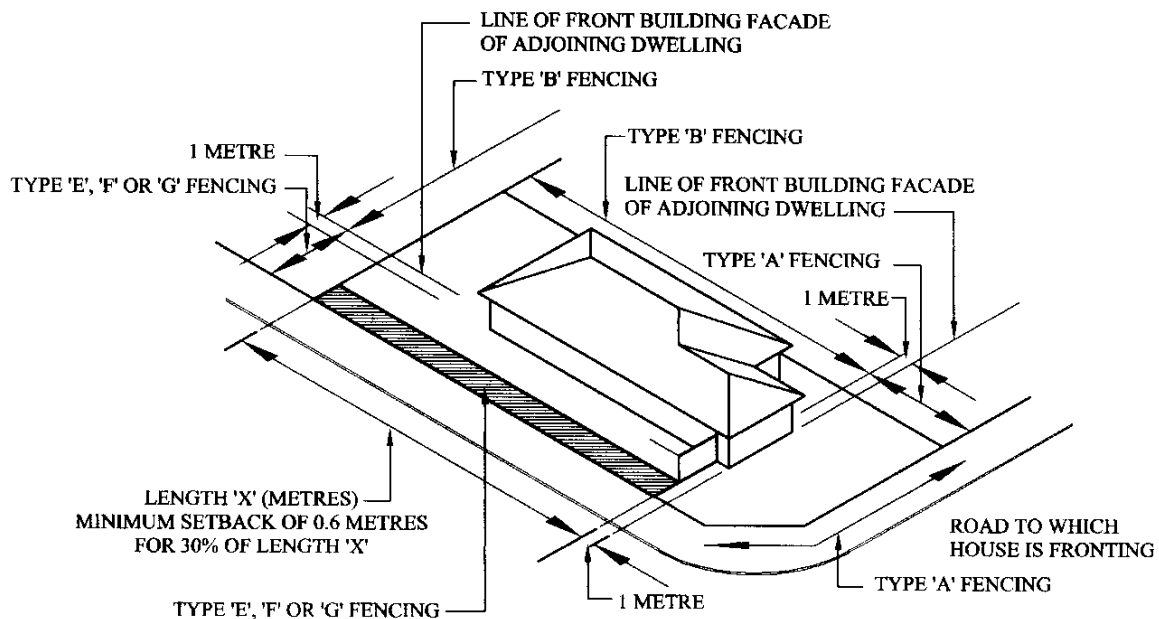


DIAGRAM ONE

[Handwritten signatures]

Approved by the Council of Camden

.....
General Manager

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

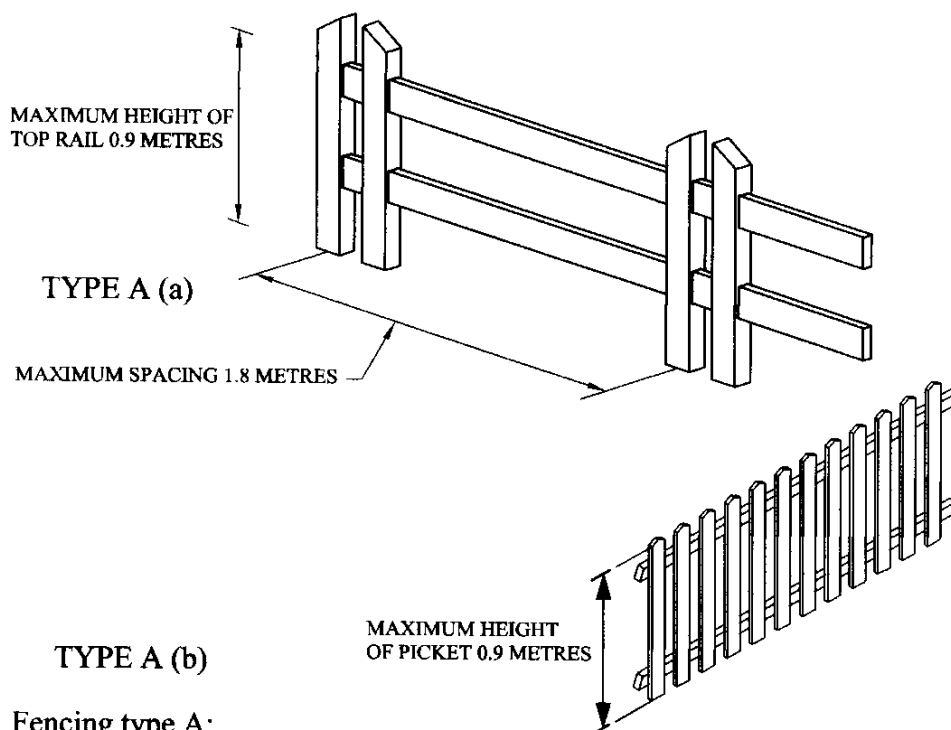
Lengths are in metres

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Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
DP 883557 Covered by Council Clerk's
Certificate No. *20*
of *1990*



Fencing type A:

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

Approved by the Council of Camden

.....
General Manager

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

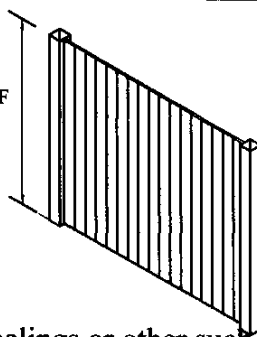
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Plan of Subdivision of Lots 177 and 178
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MAXIMUM HEIGHT OF
PALINGS 1.8 METRES.

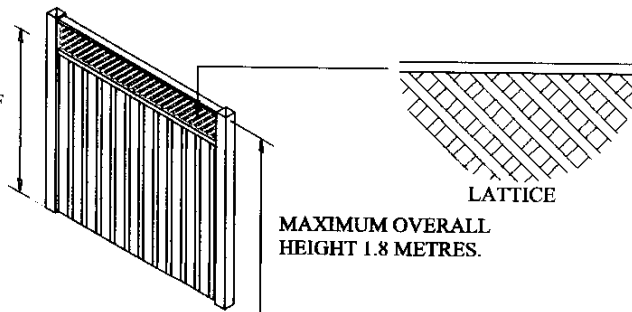


TYPE B

Fencing Type B:

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

MAXIMUM HEIGHT OF
PALINGS 1.5 METRES



LATTICE

MAXIMUM OVERALL
HEIGHT 1.8 METRES.

TYPE C

Fencing Type C:

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

Approved by the Council of Camden

.....
General Manager

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

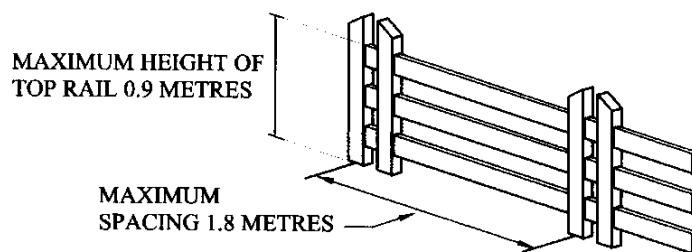
Lengths are in metres

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PART 2

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Plan of Subdivision of Lots 177 and 178
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TYPE D

Fencing Type D.

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

Approved by the Council of Camden

.....
General Manager

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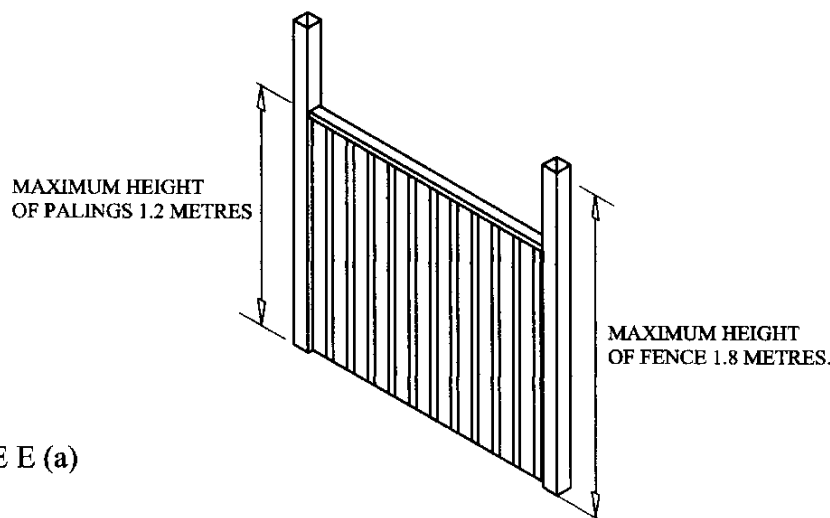
Lengths are in metres

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PART 2

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Plan of Subdivision of Lots 177 and 178
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TYPE E (a)

Fencing Type E (a):

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

Approved by the Council of Camden

.....
General Manager

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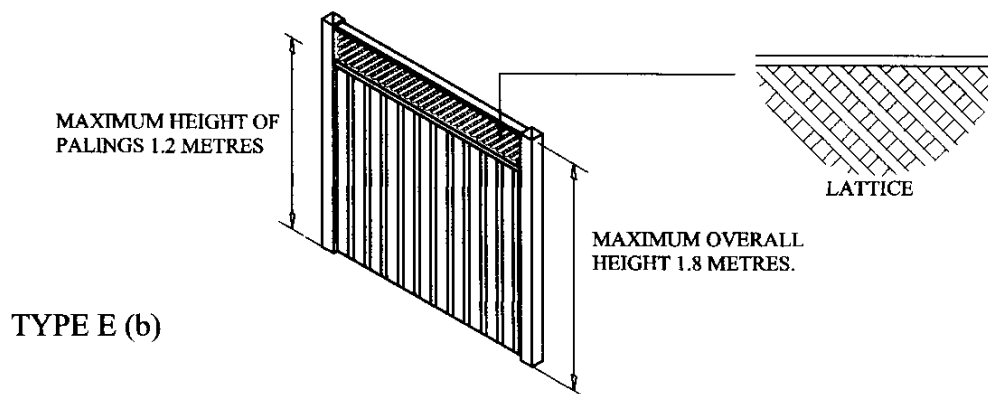
Lengths are in metres

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Fencing Type E (b):

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

Approved by the Council of Camden

.....
General Manager

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

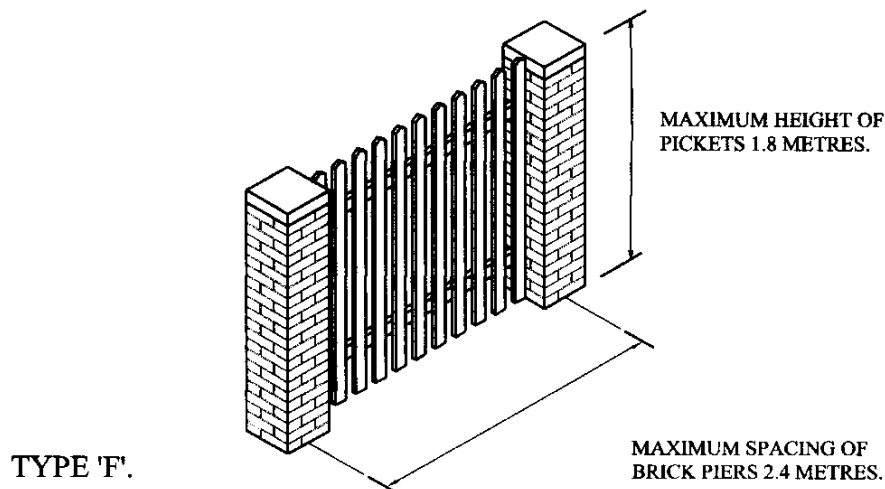
Lengths are in metres

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PART 2

DP1001823

Plan of Subdivision of Lots 177 and 178
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Fencing Type F:

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

Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

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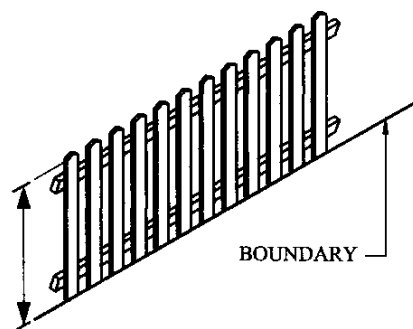
PART 2

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Plan of Subdivision of Lots 177 and 178
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TYPE G (a)

MAXIMUM HEIGHT
OF PICKET 1.5 METRES.



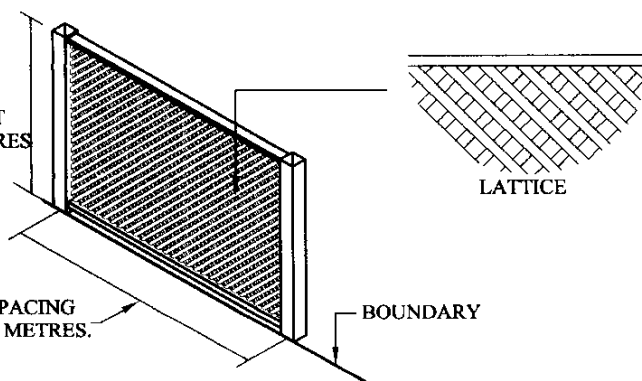
Fencing type G(a):

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

TYPE G (b)

MAXIMUM HEIGHT
OF FENCE 1.5 METRES

MAXIMUM SPACING
OF POSTS 1.8 METRES.



Fencing type G (b):

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

Approved by the Council of Camden

.....
General Manager

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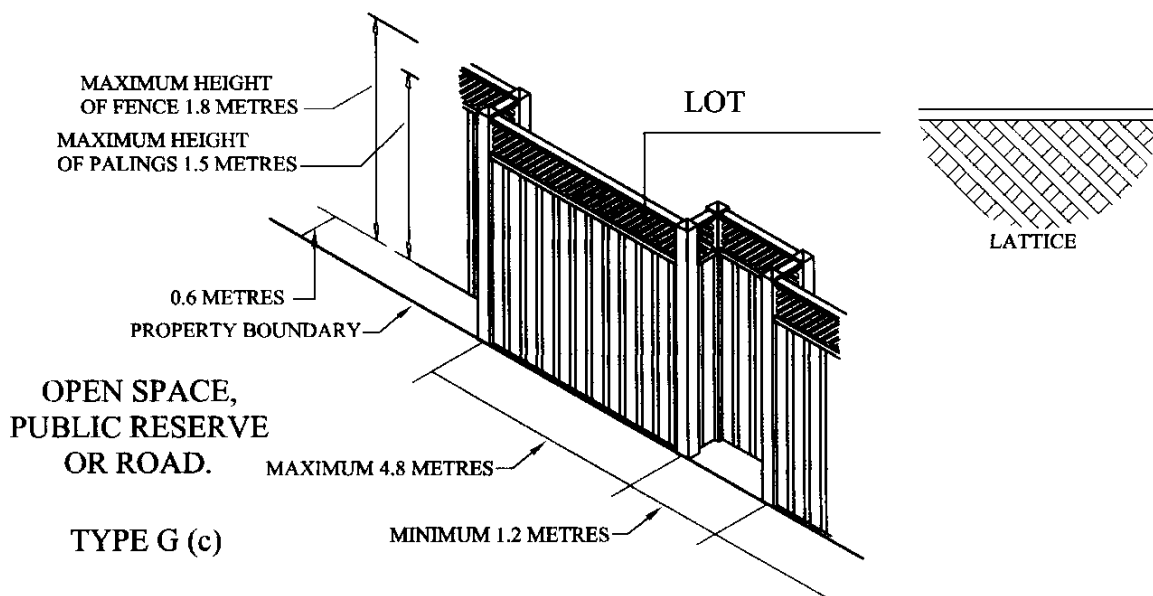
Lengths are in metres

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26 Sheets

PART 2

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Plan of Subdivision of Lots 177 and 178
in DP 881933 and Lots 18 and 19 in
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Fencing type G(c):

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

Approved by the Council of Camden

.....
General Manager

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

Lengths are in metres

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PART 2

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Plan of Subdivision of Lots 177 and 178
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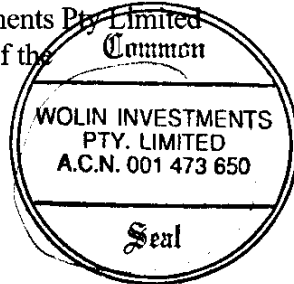
The Common Seal of Landco (NSW) Pty Limited
was hereunto affixed by resolution of the
Directors in the presence of:



[Signature]
.....
SECRETARY

[Signature]
.....
DIRECTOR

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



[Signature]
.....
SECRETARY

[Signature]
.....
DIRECTOR

REGISTERED  to 24/5/1999

Signed at Canberra by ST. GEORGE BANK LIMITED
by its Attorneys who state that they have
received no notice of revocation of Power
of Attorney No. 101712 BKUNG NC 910
[Signature]
Justice of the Peace

Signature *[Signature]*
ATTORNEY
NAME: BARBARA JOY MILLS
TITLE: CREDIT ANALYST

Signature *[Signature]*
ATTORNEY
NAME: RODNEY JOHN SUTTON
TITLE: SENIOR MANAGER

Approved by the Council of Camden

KATHLEEN AVEYARD

COMMONWEALTH BANK OF AUSTRALIA BEING THE MORTGAGEE,
UNDER MEMORANDUM OF MORTGAGE No. /DATED 290042/17-08-1998
OF THE PREMISES DEMISED BY THE WITHIN **LINEN PLAN**
HEREBY CONSENTS TO SUCH **LINEN PLAN**.

.....
General Manager

SIGNED IN MY PRESENCE BY

[Signature]

[Signature] BOOK 404A NO 1321
of the Commonwealth Bank of Australia,
the duly constituted Attorney of the said
bank who is personally known to me. *[Signature]*



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

APPLICANT: Watson Law
PO Box 1012
NARELLAN NSW 2567

Certificate number: 20219139
Reference number: 678054
Certificate issue date: 07/07/2022
Certificate fee: \$62.00
Applicant's reference:
Property number: 1150039
Applicant's email: samantha@watlaw.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 2 DP: 1061998
Address: **4 Windmill Parade CURRANS HILL NSW 2567**

BACKGROUND INFORMATION

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

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

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

LOCAL ENVIRONMENTAL PLANS (LEP'S)

Camden Local Environmental Plan 2010.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

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

DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

No.

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Remediation of Land) 2018

SEPP (Environment) 2017

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

SEPP No 65 (Design Quality of Residential Apartment Development) 2005 Amendment (Design and Place) 2021

SEPP (Building Sustainability Index: BASIX) Amendment (Design and Place) 2021

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

DEVELOPMENT CONTROL PLANS

Camden Development Control Plan 2019, as amended

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

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

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

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

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

Objectives of zone

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

B. Permitted without consent

Home occupations

C. Permitted with consent

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Group homes; Home-based child care; Home

businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Any other development not specified in item B or D

D. Prohibited

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

E. 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

No.

F. Whether the land includes or comprises critical habitat

No.

G. Whether the land is in a conservation area (however described)

No.

H. Whether an item of environmental heritage (however described) is situated on the land.

No.

3. COMPLYING DEVELOPMENT

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

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

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

HOUSING CODE

Complying development MAY be carried out on the land

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISION CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

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

Not Applicable.

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.

No.

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).

LAND SLIP

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

BUSHFIRE

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

TIDAL INUNDATION

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

SUBSIDENCE

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

ACID SULPHATE SOILS

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

OTHER RISK

Contamination:

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

Salinity:

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

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

No.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No.

(3) In this clause –

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

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.

No.

9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

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

Camden Contributions Plan 2011

9A. BIO-DIVERSITY 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.

No.

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.

No.

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).

No.

11. BUSH FIRE PRONE LAND

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

No.

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 that Act).

No.

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

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

No.

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 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) 2021 applies.

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

No.

(b) Are there any terms of a kind referred to in clause 88(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

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

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

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

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

(2) Are there any terms of a kind referred to in clause 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021 that have been imposed as a condition of consent to a development application in respect of the land?

No.

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.

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

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

Not Applicable.

19. SITE VERIFICATION CERTIFICATES

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

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

No.

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.

No.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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.

A statement of:

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

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.

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*.

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

No.

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

No.

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

No.

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

No.

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

No.

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

DISCLAIMER AND CAUTION

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

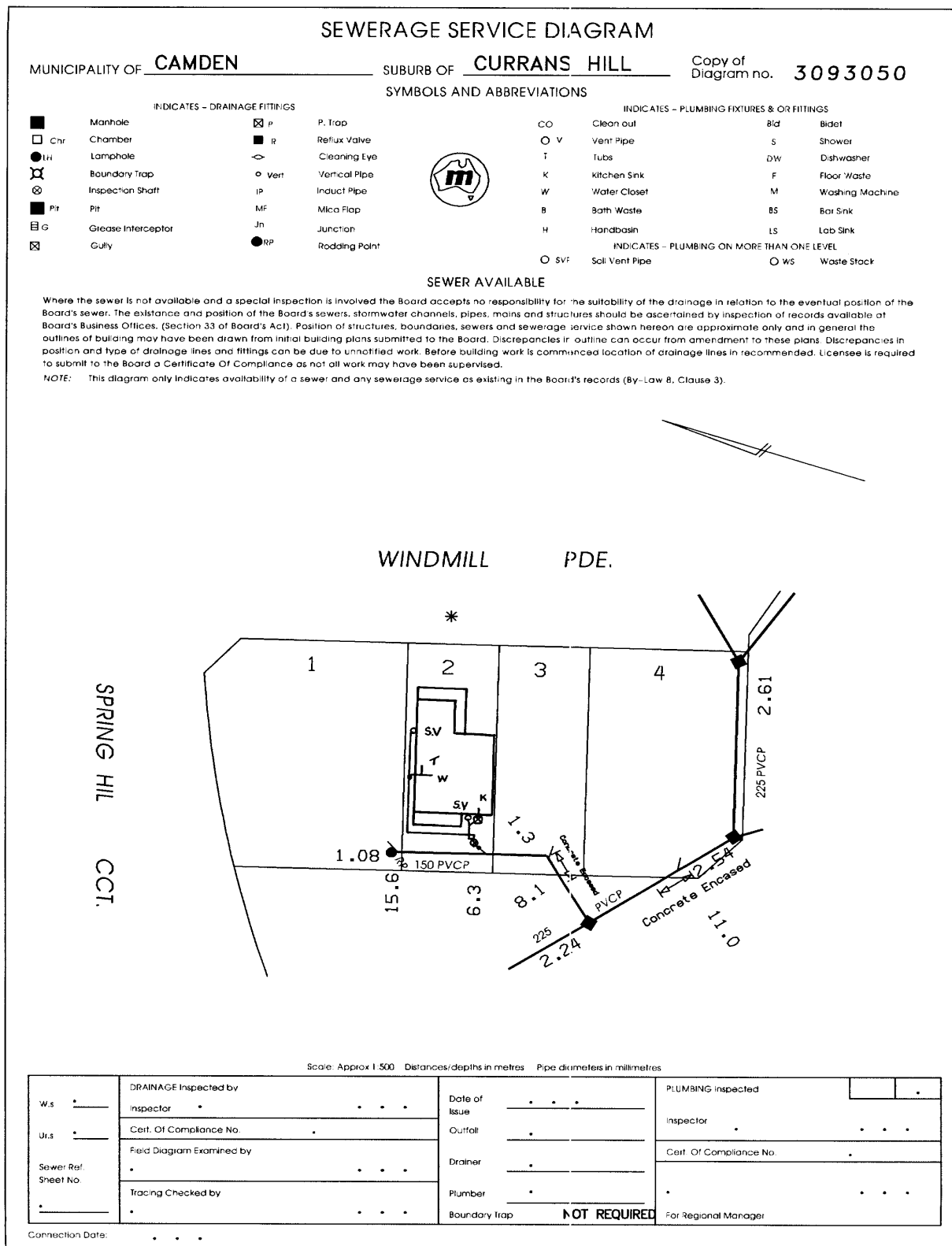
The information contained in this certificate is accurate as at the date of this certificate.

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

Ron Moore
General Manager

Sewer Service Diagram

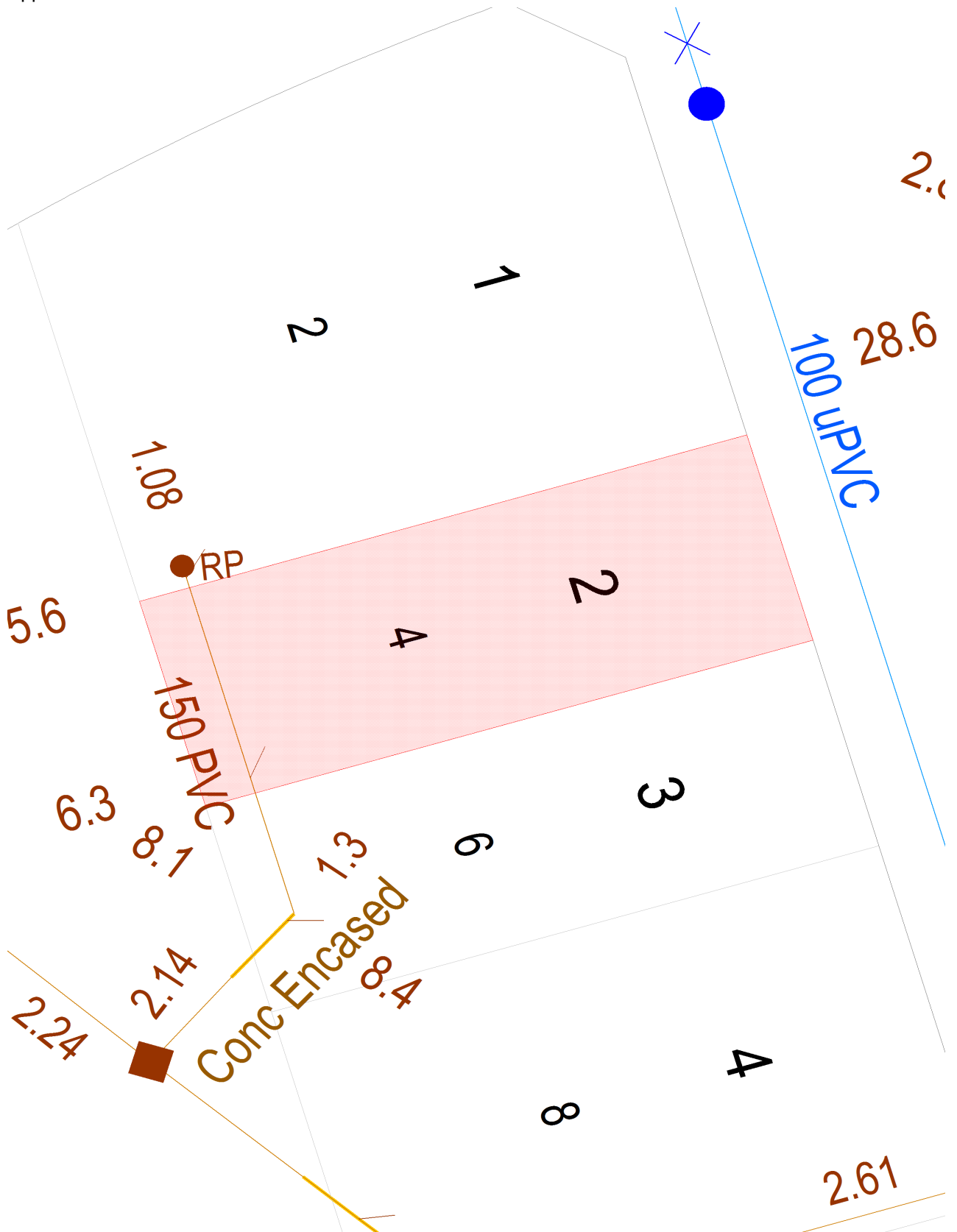
Application Number: 8001792276



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: 8001792275



Document generated at 08-07-2022 12:11:13 PM

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			

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Pipe Types

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

Further Information

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

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

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

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