

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Urban Real Estate Glenmore Park</b> <b>Shop 7C/1 Town Terrace, Glenmore Park,</b> <b>NSW 2745</b>	Phone: 02 8315 7774
co-agent	<b>Not Applicable</b>	
vendor	<b>Donald Joseph Sheehan and Elvira Guevarra Sheehan</b> <b>5 Poa Place, Glenmore Park, NSW 2745</b>	
vendor's solicitor	<b>G J Harris &amp; Co</b> <b>1st Floor, 88 Katoomba Street, Katoomba</b> <b>NSW 2780</b> <b>PO Box 19, Katoomba NSW 2780</b>	Phone: 02 4782 1488 Email: sue@gjharris.com.au Fax: 02 4782 5145 Ref: GJH:SD:2024914
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>5 Poa Place, Glenmore Park, New South Wales 2745</b> <b>Registered Plan: Lot 788 Plan DP 843400</b> <b>Folio Identifier 788/843400</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: 1 x garage remote control
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>																								
<p><b>Signed by</b></p>  <p>_____</p> <p>Vendor</p>  <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>  <p>_____</p> <p>Purchaser</p>  <p>_____</p> <p>Purchaser</p>																								
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>																								
<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of authorised person</td> <td>Signature of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of authorised person</td> <td>Name of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Office held</td> <td>Office held</td> </tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held	<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of authorised person</td> <td>Signature of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of authorised person</td> <td>Name of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Office held</td> <td>Office held</td> </tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held
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**Choices**Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4):

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make 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 at least 7 days before the date for completion.

**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 representative:

Supplier's contact phone number:

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<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 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 checked="" 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 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract
<b>Home Building Act 1989</b>	<b>Other</b>
<input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<input type="checkbox"/> 60
<b>Swimming Pools Act 1992</b>	
<input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
  - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason; or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
    - bear equally any disbursements or fees; and
    - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and *populate* an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving it* –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving it* with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

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

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.



- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

5 POA PL, GLENMORE PARK 2745

### **33. ENTIRE AGREEMENT**

The Purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or the Vendor's Agent except such as are expressly provided for in this Contract. The Purchaser acknowledges that he has relied upon his own enquiries and inspections made before entering this Contract.

### **34. STATE OF REPAIR**

The Purchaser acknowledges that the property and all inclusions are sold its or their present state and condition subject to any defects whether latent or patent and the Purchaser shall make no requisition, objection nor claim for compensation in respect thereto.

### **35. NOTICE TO COMPLETE**

It is agreed between the parties hereto that fourteen (14) days' notice shall be sufficient time for the giving of any notice pursuant to this contract and time shall be made of the essence by giving of such notice.

### **36. CAPACITY**

36.1 If either party prior to completion:

- (a) being an individual, dies or becomes incapable because of unsoundness of mind to manage his or her own affairs, or
- (b) being a company, resolves to go into liquidation (or in the case of the purchaser has a petition for its winding up presented and not withdrawn within 30 days of presentation) or enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Act or any similar legislation or if a liquidator, receiver or a receiver manager or provisional liquidator be appointed of the party,

then the other party by notice in writing to the first party may rescind this contract.

36.2 This clause does not negate, limit or restrict any rights or remedies which would have been available to a party at law or in equity had this clause not been included in the contract.

### **37. AGENT INDEMNITY**

The Purchaser warrants that he/she was not introduced to the property or the Vendor by any person other than the Vendor's Agent, if any, named in this contract and should it be established that the Vendor shall become liable to pay commission or other expenses to any other Agent or person as the result of such introduction then the Purchaser shall indemnify the Vendor against all such claims, actions, suits, demands, costs and expenses in relation to it. This clause shall not merge on completion.

### **38. INTEREST**

- (a) If the Purchaser does not complete this Contract by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money an amount calculated as ten per cent (10%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the completion date to, and including, the day on which the Contract is completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest on the purchase money and liability rates and outgoings.
- (b) In addition the purchasers shall pay the sum of Two hundred & seventy five dollars (\$275.00) to cover legal fees and other expenses incurred by the Vendor as a consequence of the delay, which sum is agreed to be a genuine pre-estimate of the Vendor's additional expenses occasioned by the delay.

### **39. SURVEY REPORT**

- (a) If annexed hereto is a copy of a Survey Report relating to the property the Purchaser/s acknowledge any encroachment by or upon the property and/or non-compliance with the Local Government Act, 1919 that may be specifically disclosed and clearly described therein and the Purchaser/s shall not make any requisitions, objections, or claim for compensation in relation to any such encroachment and/or non-compliance.
- (b) The Vendor makes no warranty regarding the accuracy, completeness or current application of the Survey Report.

### **40. COUNTERPART CONTRACTS**

This Contract may be executed in any number of counterparts, including counterparts by email transmission, facsimile transmission or photocopy, each of which when so executed will be deemed to be an original and such counterparts taken together will constitute one and the same instrument and the parties agree to accept such instrument as the original and binding Contract.

### **41. ELECTRONIC COMMUNICATIONS**

The Parties hereby reaffirm having given their prior consents as required by the *Electronic Transactions Act 2000* (NSW) to receiving electronic communications by way of facsimile or email.

### **42. NO REQUIREMENT FOR BUILDING CERTIFICATE**

- 42.1 Despite anything contained in this Contract or any rule of law to the contrary, the Vendor is not required to do any work or expend any money on or in relation to the property nor to make application for or to do anything towards obtaining a Building Information Certificate made under Section 6.25 of the Environmental Planning and Assessment Act 1979 (Building Certificate).

42.2 If the Purchaser desires to obtain a Building Certificate the Purchaser will apply for it at the Purchaser's own expense. If the relevant local council refuses or fails to issue the Building Certificate, that refusal or failure or the facts upon which such refusal or failure are based will not be a defect in the Vendor's title to the property and the Purchaser must take title and cannot make any objection, requisition, claim for compensation nor delay completion notwithstanding such refusal or failure or facts.

#### **43. GUARANTEE IF CORPORATE PURCHASER**

In the event of the purchaser being a company, or a nominee of the company, and in consideration of the vendor entering into this contract with the purchaser, the directors of the purchaser ("the guarantors") jointly and severally hereby guarantee to the vendor the due and punctual performance and observance by the purchaser of its obligations under this contract and hereby indemnify and agree to keep indemnified the vendor from and against all losses, damages, liability, costs and expenses of whatsoever nature accruing to the vendor resulting or arising from any failure by the purchaser to perform or observe any of the obligations on its part to be performed or observed. The guarantee herein contained shall be a continuing guarantee and shall not be abrogated, prejudiced or discharged by any waiver by the vendor or by any other matter or thing whatsoever and shall be deemed to constitute a principal obligation between the guarantors and the vendor.

Executed by the guarantors  
Pursuant to this special condition 43

.....  
Signature  
Name  
Position

.....  
Signature  
Name  
Position

#### **44. FOREIGN ACQUISITIONS AND TAKEOVERS ACT**

44.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act requiring the obtaining of consent to this transaction do not apply to the purchaser (or any of them if more than one) or to this purchase.

44.2 In the event of there being a breach of this warranty whether deliberate or unintentional, 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.

44.3 The warranty and indemnity contained in this special condition shall not merge on completion but shall enure for the benefit of the vendor thereafter.



#### **45. ERROR IN ADJUSTMENTS**

Each party agrees that if on completion any adjustment made (or allowed to be made) under this contract is overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately make the correct calculation and pay any such amount outstanding. This clause shall not merge on completion.

#### **46. ELECTRONIC SIGNATURES**

For the purposes of execution of this contract a scanned, emailed or other electronically delivered signature of any party shall be deemed to constitute an original signature, and electronic copies hereof shall be deemed to constitute duplicate originals. Each party hereby consents to be bound by such electronically delivered signatures and/or counterpart documents.



FOLIO: 788/843400

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SEARCH DATE	TIME	EDITION NO	DATE
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22/1/2024	3:54 PM	6	22/9/2018

LAND

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LOT 788 IN DEPOSITED PLAN 843400  
AT GLENMORE PARK  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF MULGOA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP843400

FIRST SCHEDULE

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DONALD JOSEPH SHEEHAN  
ELVIRA GUEVARRA SHEEHAN  
AS JOINT TENANTS (T 9392083)

SECOND SCHEDULE (12 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP834534 RESTRICTION(S) ON THE USE OF LAND
- 3 DP837854 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 4 DP841282 RESTRICTION(S) ON THE USE OF LAND
- 5 DP841282 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 6 DP843401 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 7 DP843400 RESTRICTION(S) ON THE USE OF LAND
- 8 DP843400 EASEMENT TO DRAIN WATER 2 WIDE AFFECTING THE PART(S)  
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP843400 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 10 DP843400 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP843400 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 12 AJ193962 MORTGAGE TO WOOLWORTHS EMPLOYEES' CREDIT UNION  
LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

2024914

PRINTED ON 22/1/2024



SUBDIVISION, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or building easements.

*John Arthur Abbott*  
18-10-93

Crown Lands Office Approval

Land Director

Authorised Officer

Field Book

Council Clerk's Certificate 162/93

1/ hereby certify that -

(a) the requirements of the Land Management Act, 1979 (other than

(b) the requirements of Part 2 Division 2 of the Water Board Act

(1987) and the Water Supply Act (1988)

have been complied with by the applicant in relation to the proposed

(insert "new road", "subdivision" or "consolidation") and that herein

Subdivision No. S. 6667

Date 18-10-93

Signature *John Arthur Abbott*

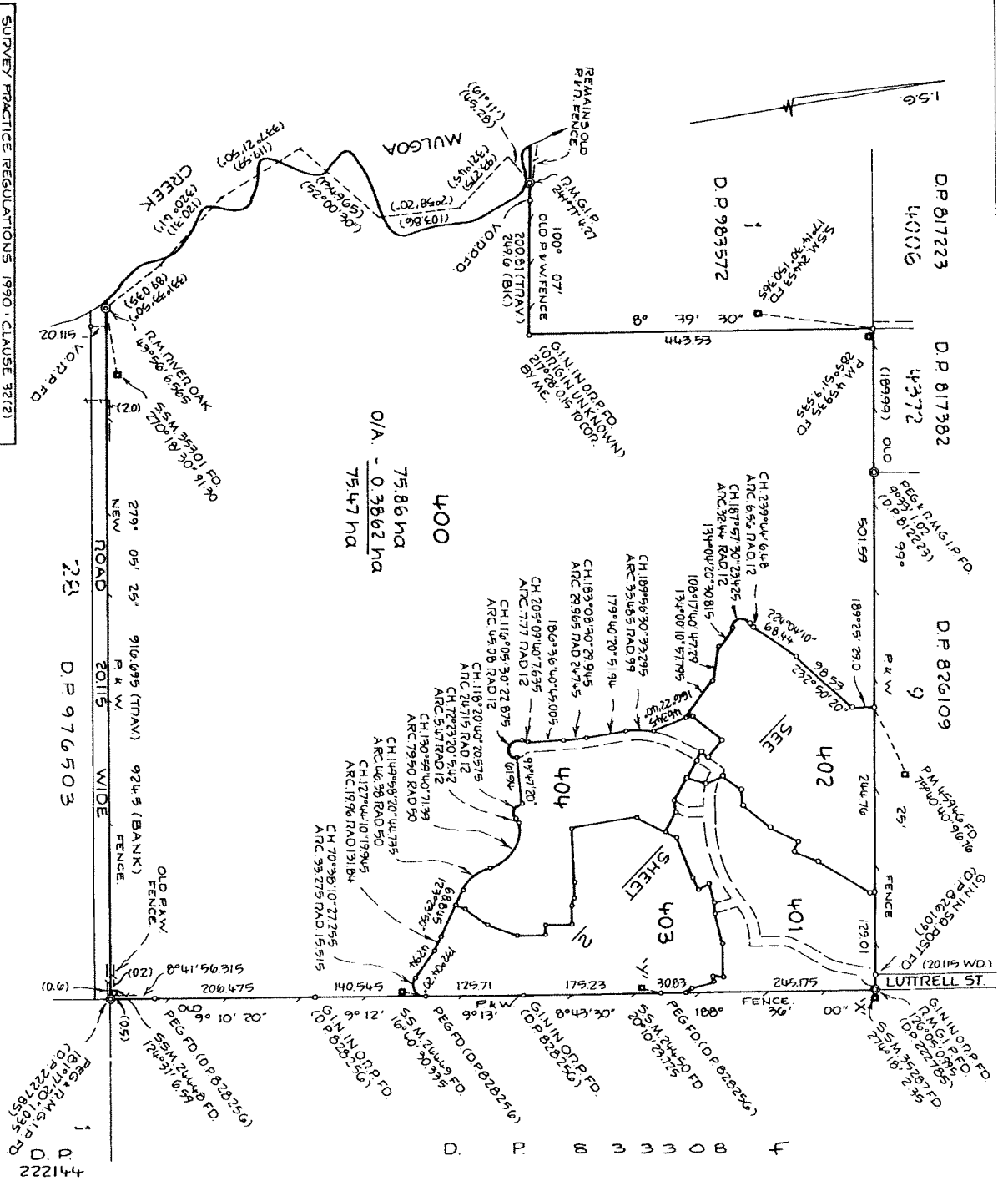
1/ I declare that the above is a true and correct copy of the original as submitted to me and that the original is only to be used for the purpose of the application and is not to be used for any other purpose.

1/ I declare that the above is a true and correct copy of the original as submitted to me and that the original is only to be used for the purpose of the application and is not to be used for any other purpose.

EXEMPTION NP93/357

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

006 2



DP 834534

Registered

CA N°56667 OF 18-10-1993

Title System: TORENS

Purpose: SUBDIVISION

Penrith Sh 21

Ref. Map: DP762044

Last Plan: DP762044

PLAN OF SUBDIVISION OF LOT 1, DP795773 AND LOT 29, DP752044

Lengths are in metres. Reduction Ratio 1:4000

City: PENRITH

Locality: GLENMORE PARK

Parish: MULGOA

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.

JOHN ARTHUR ABBOTT

of 'BOWDEN'S'

DX 8716 PAIRAMATTA

A survey registered under the Survey Act 1979 and the Land Management Act 1979 and the Survey Practice Regulations 1989 and was compiled on 15-10-93

Signature: *John Arthur Abbott*

Surveyor registered under the Survey Act 1979

1/ I declare that the above is a true and correct copy of the original as submitted to me and that the original is only to be used for the purpose of the application and is not to be used for any other purpose.

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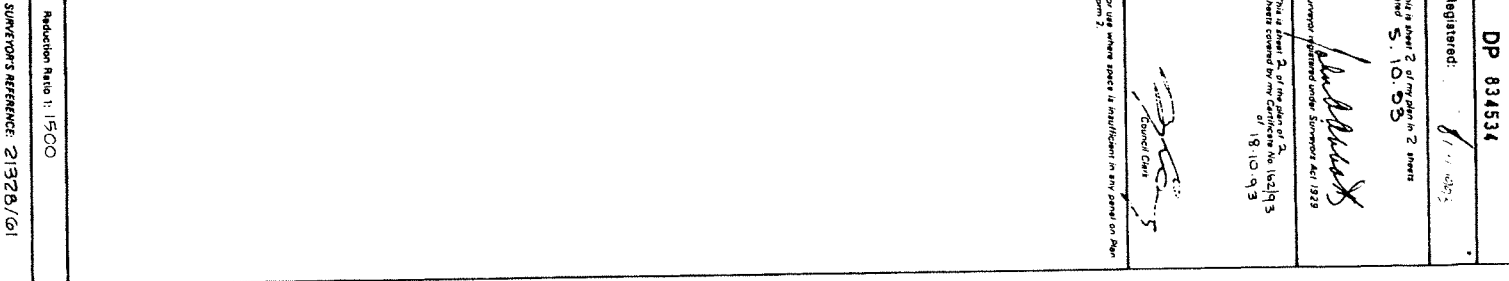
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**Council Clerk's Certificate 34 194**

I hereby certify that:  
(1) the requirements of the Local Government Act 1988 (other than 19) have been complied with in relation to the proposed subdivision;  
(2) the requirements of Part 3 Division 2 of the Water Board Act 1988 and the Water Board Regulations 1988 have been complied with in relation to the proposed subdivision;  
(3) the requirements of the Environmental Planning and Assessment Act 1979 and the Environmental Planning and Assessment Regulations 1994 have been complied with in relation to the proposed subdivision.

Subdivision No. **S. 6667A**

Original File No. **S. 6667A**

Original Date **1/6/1993**

Original Plan No. **S. 6667A**

The part of the certificate is to be signed by the Registrar-General and the Registrar-General is to be signed by the Registrar-General and the Registrar-General is to be signed by the Registrar-General.

**SIGNED in my presence by the Attorneys for the Mortgagee who are personally known to me:**

*David R. Raper*

**MEHWAY BANK LIMITED ACN 010 831 722**  
by its Attorneys **DAVID WILLIAM TINDALL** & **KAREN STEWART** who certify that they are Level II Attorneys pursuant to power of Attorney Registered No 372 Book 3859 of which they have no notice of revocation.  
DATED AT SYDNEY THIS 10th DAY OF MARCH 1994.

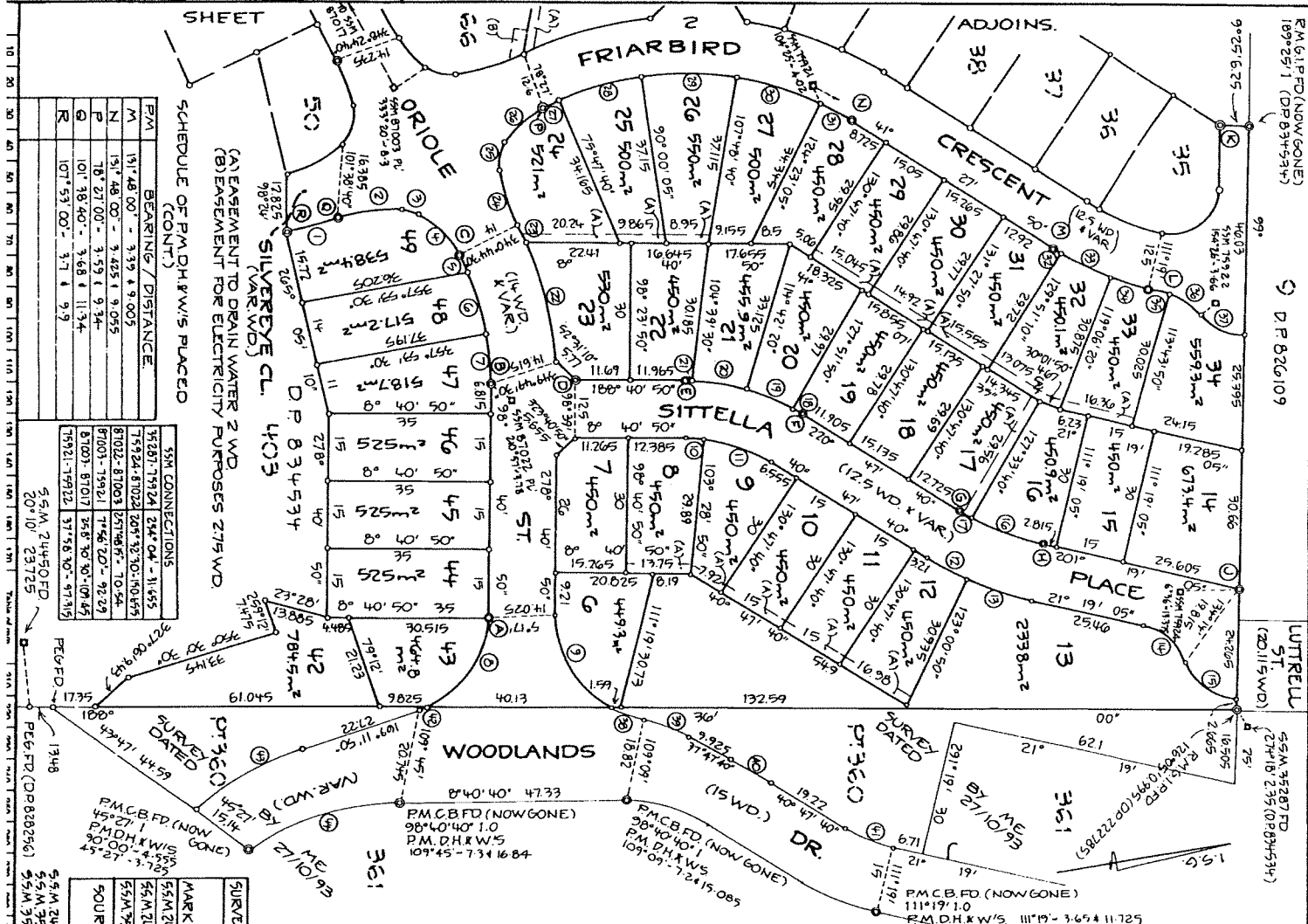
*David William Tindall* *Karen Stewart*  
**DAVID WILLIAM TINDALL & KAREN STEWART**

**SIGNATURES, SEALS AND STATEMENTS of intention to make public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive easements.**

The Commission  
No. 1  
10/10/93  
10/10/93

*(Signature)*  
**DAVID WILLIAM TINDALL**

*(Signature)*  
**KAREN STEWART**



**SHORT & CURVED BOUNDARIES**

No	BEARING	DISTANCE	ARC	RAD
1	93° 47' 20"	11.44	11.44	100.0
2	0° 47' 20"	11.44	11.44	100.0
3	20° 19' 30"	3.885	3.92	9
4	59° 28' 25"	12.34	12.52	21.5
5	72° 11' 15"	4.21	4.21	59.18
6	81° 03' 30"	14.085	14.12	99.18
7	93° 10' 20"	10.89	10.91	99.18
8	132° 55'	24.195	24.25	21.5
9	247° 36' 45"	24.255	24.255	21.5
10	11° 52' 30"	3.875	3.875	34.74
11	27° 26' 15"	15.47	15.6	34.74
12	36° 54' 15"	9.6	9.61	70.17
13	27° 10'	14.42	14.44	70.17
14	50° 37' 30"	11.745	12.275	12
15	44° 40' 20"	13.855	13.855	12
16	209° 26' 20"	16.465	16.52	58.27
17	219° 10' 40"	3.29	3.29	98.27
18	219° 10' 40"	2.415	2.42	47.24
19	219° 10' 40"	10.825	10.85	47.24
20	197° 32'	11.795	11.83	47.24
21	189° 31' 20"	1.79	1.79	47.24
22	264° 19' 15"	26.845	27.01	73.18
23	251° 37' 20"	4.325	4.325	73.18
24	260° 26' 50"	12.91	12.96	36.5
25	230° 40' 55"	6.17	6.3	6.3
26	325° 40' 50"	11.095	11.22	21.5
27	342° 30' 40"	3.95	3.95	86.04
28	342° 30' 40"	18.315	18.33	86.04
29	8° 54' 20"	20.545	20.59	86.04
30	26° 05' 50"	19.035	19.1	86.04
31	37° 35' 20"	7.385	7.39	86.04
32	40° 31' 30"	1.795	1.8	86.04
33	34° 28' 40"	11.965	11.98	86.04
34	35° 12' 40"	8.68	8.68	86.04
35	21° 19' 05"	4.785	4.785	86.04
36	40° 52' 40"	8.055	8.21	12
37	34° 28' 40"	10.545	10.71	12
38	28° 49' 40"	6.31	6.31	21.5
39	28° 21' 10"	10.49	10.65	36.5
40	39° 17' 40"	9.92	9.92	184.4
41	31° 03' 20"	11.84	11.85	35
42	168° 10' 40"	0.765	0.765	21.5
43	195° 44' 30"	30.215	30.445	65
44	340° 32' 10"	37.69	38.645	50

**SCHEDULE OF EASEMENTS PLACED**

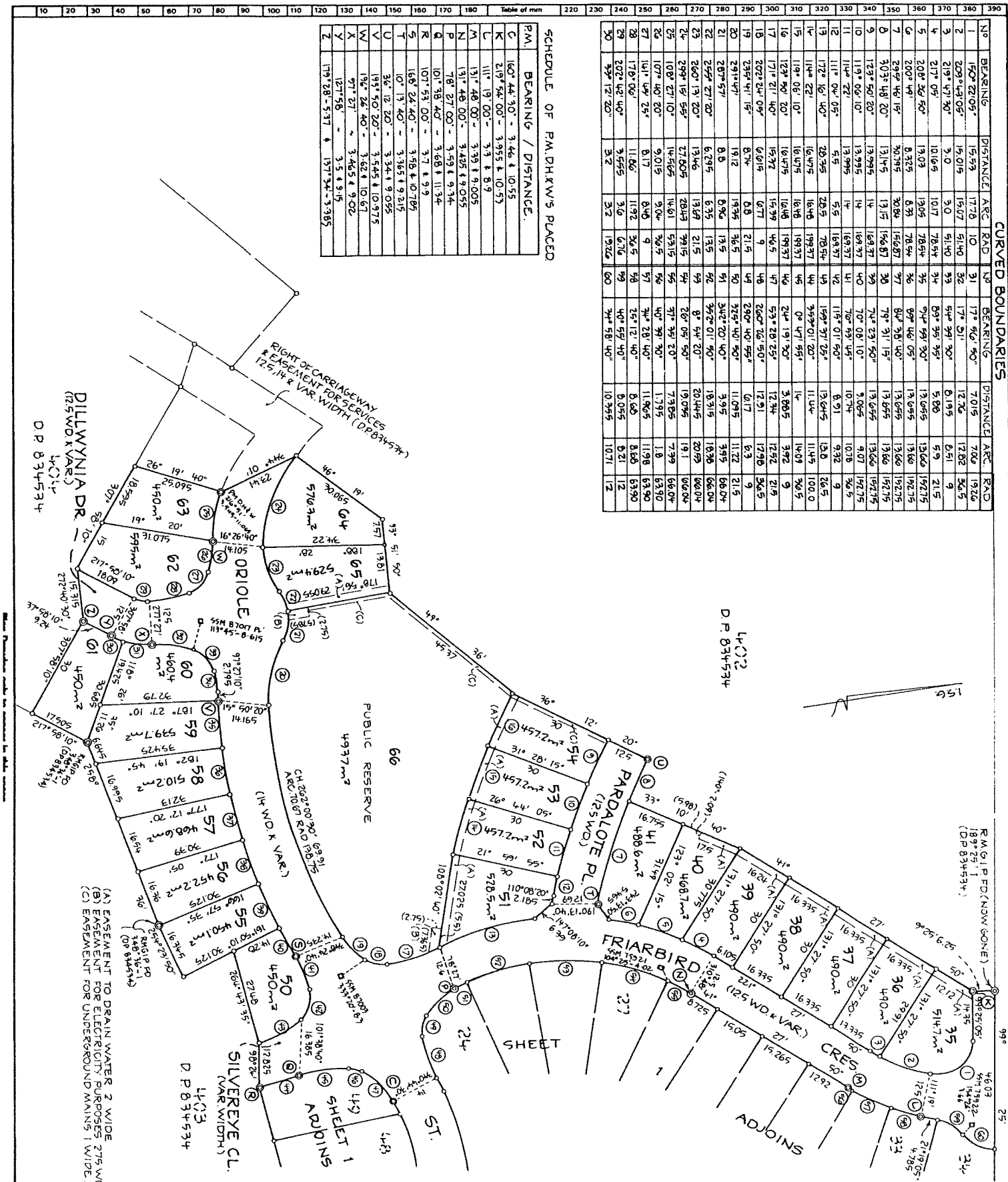
MARK	BEARING / DISTANCE
A	185° 17' 00" - 3.365 & 0.08
B	161° 43' 30" - 3.6 & 11.1
C	160° 44' 30" - 3.46 & 10.55
D	218° 33' 00" - 3.01 & 9.34
E	218° 40' 50" - 3.17 & 9.34
F	310° 47' 40" - 3.165 & 9.245
G	310° 47' 40" - 3.27 & 9.36
H	291° 18' 00" - 3.15 & 9.36
J	314° 14' 00" - 3.28 & 15.725
K	219° 54' 00" - 3.955 & 10.53
L	111° 19' 00" - 3.3 & 8.9

**PLAN OF SUBDIVISION OF LOT 40 IN DP 834534**

Lot 40 is divided into 10 lots.

**PLAN OF SUBDIVISION OF LOT 40 IN DP 834534**

Lot 40 is divided into 10 lots.



SCHEDULE OF P.M. D.H.X.W.S PLACED

P.M.	BEARING / DISTANCE.
C	160° 44' 30" - 3.45 & 10.55
K	219° 44' 00" - 3.95 & 10.57
L	111° 19' 00" - 3.3 & 8.9
M	131° 48' 00" - 3.39 & 9.005
N	131° 48' 00" - 3.425 & 9.055
P	78° 27' 00" - 3.59 & 9.34
Q	101° 38' 40" - 3.68 & 11.34
R	107° 53' 00" - 3.7 & 9.9
S	168° 24' 40" - 3.48 & 10.09
T	10° 13' 40" - 3.65 & 9.215
U	36° 12' 20" - 3.34 & 9.055
V	195° 50' 20" - 3.445 & 10.975
W	184° 26' 40" - 3.62 & 10.67
X	97° 27' - 3.465 & 9.02
Y	181° 56' - 3.5 & 9.19
Z	179° 28' 53" - 3.7 & 9.385

CURVED BOUNDARIES									
Nº	BEARING	DISTANCE	ARC	RAD	Nº	BEARING	DISTANCE	ARC	RAD
1	150° 22' 05"	15.53	17.8	10	31	17° 46' 40"	7.015	7.06	19.26
2	209° 43' 05"	15.015	15.07	51.40	32	17° 51'	12.76	12.82	36.5
3	219° 47' 30"	3.0	5.0	3.0	33	54° 39' 30"	6.195	6.51	9
4	217° 05'	10.65	10.17	78.54	34	89° 39' 35"	5.88	5.9	21.5
5	208° 56' 40"	13.05	13.05	78.54	35	94° 59' 30"	13.055	13.66	152.75
6	200° 49'	8.325	8.33	78.54	36	89° 46' 05"	13.055	13.66	152.75
7	299° 48' 15"	30.785	30.84	156.87	37	84° 36' 40"	13.655	13.66	152.75
8	303° 48' 20"	13.15	13.15	156.87	38	79° 31' 15"	13.655	13.66	152.75
9	173° 50' 20"	13.295	14	169.37	39	74° 23' 50"	13.655	13.66	152.75
10	119° 06' 10"	13.995	14	169.37	40	70° 08' 10"	10.74	10.78	36.5
11	119° 22'	13.995	14	169.37	41	70° 08' 10"	10.74	10.78	36.5
12	111° 04' 05"	5.5	5.5	169.37	42	115° 01' 50"	6.91	9.32	9
13	172° 16' 40"	28.35	28.35	78.54	43	159° 37' 05"	13.645	13.6	26.5
14	114° 22'	16.475	16.48	199.37	44	343° 01' 20"	11.44	11.45	100.0
15	114° 06' 10"	16.475	16.48	199.37	45	0° 47' 55"	14	14.03	36.5
16	123° 06' 10"	16.475	16.48	199.37	46	24° 19' 30"	3.805	3.82	9
17	171° 21' 40"	15.92	15.93	46.5	47	53° 26' 25"	12.44	12.42	21.5
18	202° 24' 09"	6.015	6.015	6.77	48	90° 46' 55"	12.91	12.96	36.5
19	235° 41' 15"	8.74	8.8	21.5	49	260° 46' 50"	6.17	6.3	9
20	285° 41' 15"	19.12	19.35	50.5	50	325° 40' 30"	11.095	11.22	21.5
21	287° 57'	8.8	8.96	13.5	51	342° 02' 40"	3.95	3.95	66.04
22	259° 27' 20"	6.295	6.35	13.5	52	342° 02' 40"	18.915	18.96	66.04
23	260° 13' 20"	13.46	13.47	21.5	53	8° 54' 20"	20.445	20.9	66.04
24	299° 16' 55"	27.605	28.13	39.15	54	26° 05' 50"	19.095	19.1	66.04
25	108° 27' 10"	14.565	14.61	53.15	55	37° 36' 20"	7.385	7.39	66.04
26	107° 40' 20"	9.015	9.04	36.5	56	40° 39' 30"	1.795	1.8	63.90
27	141° 49' 25"	8.17	8.40	9	57	44° 28' 40"	11.965	11.98	63.90
28	178° 06'	11.66	11.92	36.5	58	25° 12' 40"	6.65	6.66	63.90
29	202° 42' 40"	3.555	3.6	99	59	40° 52' 40"	8.055	8.21	12
30	339° 12' 20"	3.2	3.2	19.46	60	344° 58' 40"	10.355	10.71	12

DP 834534

Registered: 16.3.1994

3.1.1994

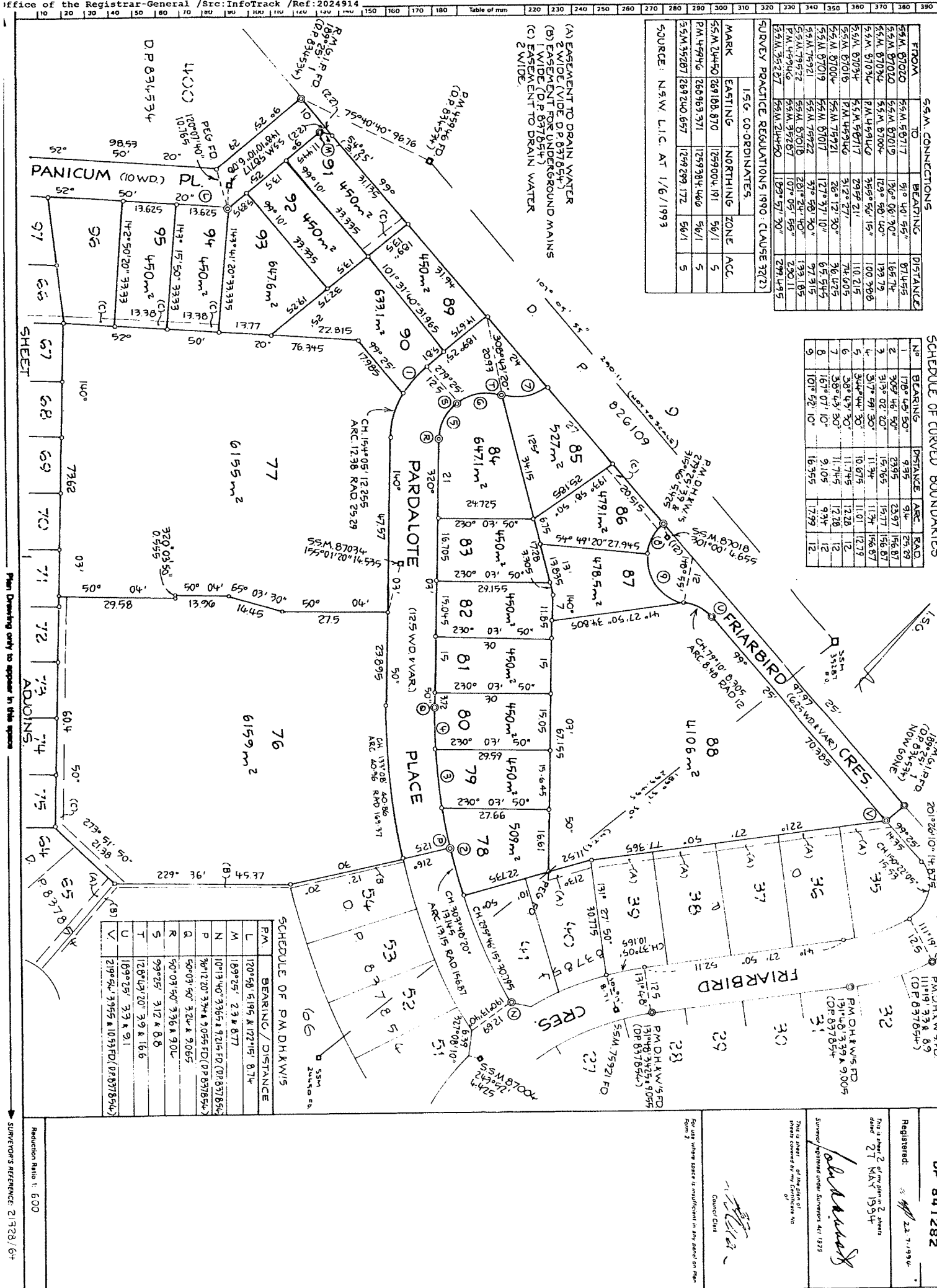
Surveyor: [Signature]

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

Reduction Ratio: 1:700







EAS. CONNECTIONS			
FROM	TO	BEARING	DISTANCE
55M 87020	55M 50717	91° 40' 55"	87.455
55M 87020	55M 87019	136° 06' 30"	165.74
55M 87020	55M 87004	129° 50' 40"	128.79
55M 87020	55M 87004	356° 56' 15"	100.308
55M 87020	55M 87017	329° 21'	110.215
55M 87019	55M 87021	26° 12' 30"	36.425
55M 87019	55M 87017	127° 37' 10"	65.545
55M 87022	55M 87018	37° 58' 30"	97.315
55M 87022	55M 87018	107° 05' 55"	139.185
55M 87022	55M 87018	107° 05' 55"	230.11
55M 87027	55M 24490	109° 57' 30"	279.445

SURVEY PRACTICE REGULATIONS 1990 (CLAUSE 32(2))			
MARK	EASTING	NORTHING	ZONE ACC.
55M 24490	269186.871	1259004.191	56/1
55M 49946	268163.371	1259384.460	56/1
55M 35287	268240.657	1259289.172	56/1

SOURCE: NSW L.I.C. AT 1/6/1993

SCHEDULE OF CURVED BOUNDARIES			
No	BEARING	DISTANCE	RAD.
1	176° 45' 50"	9.95	27.89
2	309° 46' 50"	23.95	156.87
3	313° 02' 00"	15.65	157.77
4	317° 59' 30"	11.34	156.87
5	314° 44' 30"	10.675	12.79
6	308° 43' 30"	11.745	12.28
7	308° 43' 30"	11.745	12.28
8	167° 07' 10"	9.105	9.94
9	101° 52' 10"	16.355	17.99

SCHEDULE OF P.M.D.H.W.S	
PM	BEARING / DISTANCE
L	120° 58' 51.95" & 122.15' 8.74
M	169° 25' 2.3" & 8.77
N	101° 13' 40" 3.765 & 9.215 FD (DP 837854)
P	36° 12' 20" 3.74 & 9.055 FD (DP 837854)
Q	50° 03' 50" 3.24 & 9.055
R	50° 03' 50" 3.24 & 9.05
S	99° 25' 3.12 & 8.8
T	128° 47' 20" 3.9 & 16.6
U	109° 25' 3.3 & 9.1
V	219° 54' 3.955 & 10.95 FD (DP 837854)

DP 841282

Registered: 22/1/1994

This is Survey 2 of my plan of 2 parcels dated 27 MAY 1994

Surveyor: [Signature] 22/1/1994

This plan is registered under the Surveyors Act 1933

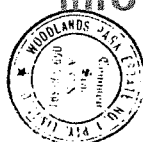
For use where there is no sufficient in any case on Plan Form 2

Reduction Ratio 1: 600

SURVEYOR'S REFERENCE: 21723/64

SIGNATURE AND SEALS ONLY.

The Common Seal of Woodlands Park Estate No. 1  
Pty Limited A.C.I. 032 533 201  
was exhibited and by authority  
of the Board of Directors in the  
presence of:

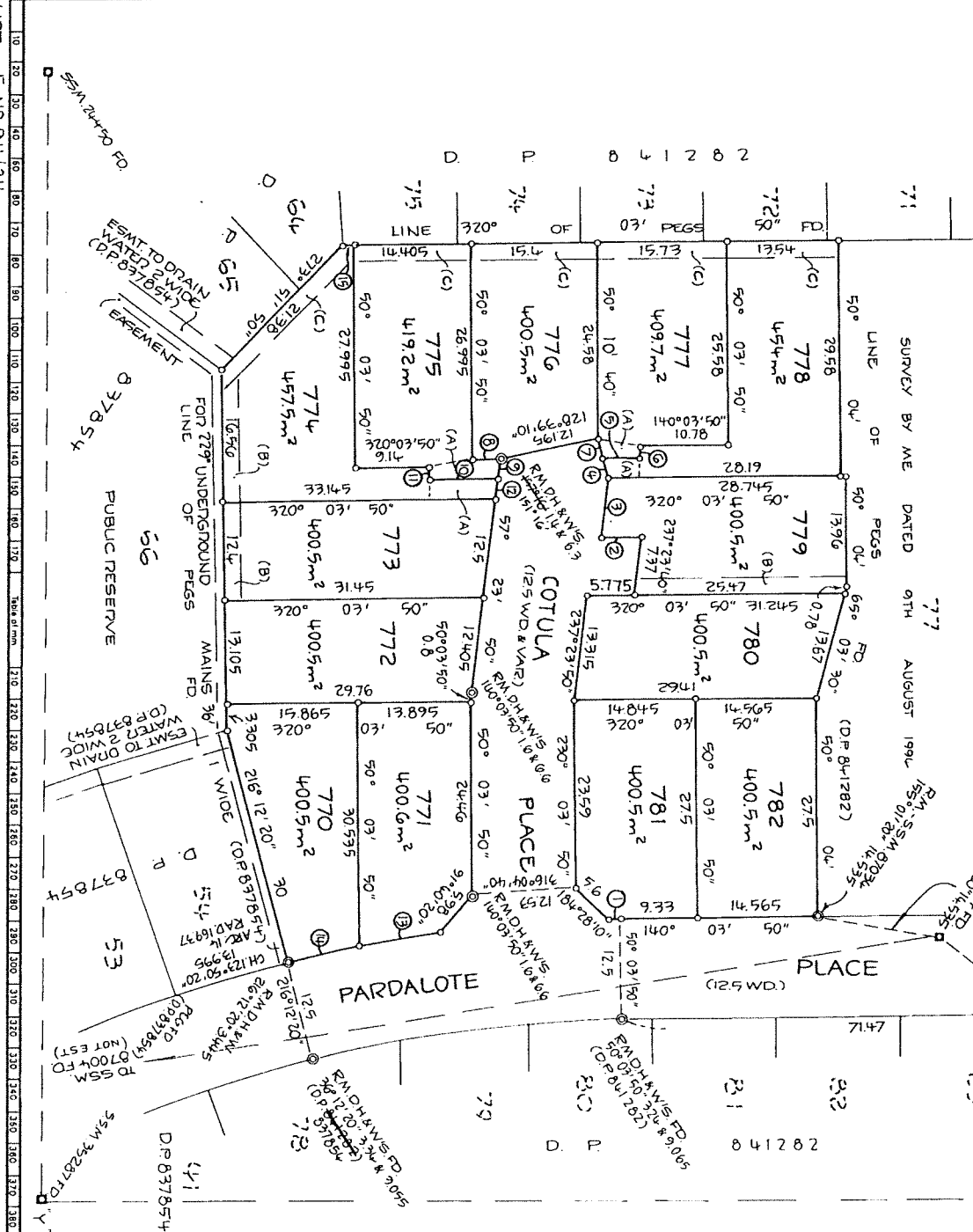


SURVEY PRACTICE REGULATIONS 1990: CLAUSE 32(2)			
MARK	15G. COORDINATES	ZONE	ACC.
55M.24450	269186.870	129100.191	56/1
55M.49946	268763.371	129384.466	56/1
55M.34267	269240.657	129299.172	56/1
SOURCE: N.S.W. L.I.C. AT 1/6/1993			

S.S.M. CONNECTIONS			
FROM	TO	BEARING	DIST.
55M.24450	55M.35287	90° 57' 30"	299.495
55M.35287	55M.45946	267° 05' 55"	290.11
55M.45946	55M.81004	175° 56' 15"	100.39
55M.81004	55M.81004	129° 56' 40"	132.79
55M.81004	55M.35287	58° 57' 02"	195.65

SHORT BOUNDARIES			
No	BEARING	DISTANCE	ATC. (RAD)
1	139° 48' 30"	1.515	1.52
2	140° 00' 10"	4.365	1.6737
3	237° 23' 50"	7.465	
4	217° 20' 10"	2.465	
5	140° 03' 50"	4.43	
6	50° 10' 40"	1.5	
7	217° 20' 10"	2.565	
8	320° 03' 50"	3.395	
9	377° 23' 50"	2.47	
10	320° 03' 50"	8.34	
11	50° 03' 50"	1.5	
12	57° 23' 50"	2.52	
13	130° 54' 20"	10.05	1.6837
14	127° 42' 20"	8.86	1.6937
15	320° 03' 50"	1.375	

(A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH  
(B) EASEMENT TO DRAIN WATER 2 WIDE  
(C) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 81282)



DP 843401

Registered: 5-10-1994

C.A. N° 56914 OF 23-9-1994

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: PENRITH SH. 21

Last Plan: DP 841282

PLAN

OF SUBDIVISION OF

LOT 76, D.P. 841282

Lengths are in metres. Reduction Ratio: 1:400

LGA: PENRITH CITY

Locality: GLENMORE PARK

Parish: MULGOA

County: CUMBERLAND

John A. Abbott

"BOWDEN'S" DX 8216

of PARADALOTE

Surveyor registered under Surveyors Act 1939

Signature: [Signature]

Datum: LINE OF AZIMUTH

PM 45946-55M.35287

"X" - "Y"

Plan used in preparation of survey/development

PANEL FOR USE ONLY for statements of intention to

dedicate public roads, to create public reserves, drainage

reserves, easements, restrictions on the use of land or

positive covenants

INTENDED TO DEDICATE

COTULA PLACE

TO THE PUBLIC AS ROAD.

PURSUANT TO SECTION 88B OF THE

CONVEYANCING ACT 1919, 1924,

IT IS INTENDED TO CREATE:

1) RESTRICTION ON THE USE

OF LAND

2) EASEMENT TO DRAIN

WATER 2 WIDE

3) RESTRICTION ON THE USE

OF LAND

4) RIGHT OF CARRIAGEWAY

VARIABLE WIDTH

STATUS OF S.S.M.'S CONFIRMED

BY SCIMS 19-8-1994

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

Lengths are in metres

(Sheet 1 of 4 Sheets)

**PART 1**

Plan:

**DP 843400**

Plan of Subdivision of Lot 77  
in D.P. 841282  
covered by Council Clerk's Certificate  
No 56915 of 23/9/94

Full name and address  
of proprietor of the  
land

Woodlands Park Estate No. 1 P/L  
Level 2, Edgecliff Centre  
203-233 New South Head Road  
EDGECLIFF NSW 2027

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

Restriction on the Use of Land

Schedule of lots affected

Lots burdened  
each lot

Lots benefited  
every other lot

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

Easement to Drain Water  
2 wide

Schedule of lots affected

Lots burdened  
789  
788  
787

Lots benefited  
790  
790 & 789  
790, 789 & 788

3. Identity of Restriction  
thirdly referred to in  
abovementioned plan:

Restriction on the Use of Land

Schedule of lots affected

Lots burdened  
each lot

Lots benefited  
every other lot



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

Lengths are in metres

(Sheet 2 of 4 Sheets)

**PART 1 (Cont'd)**

Plan:

**DP 843400**

Plan of Subdivision of Lot 77  
in D.P. 841282  
covered by Council Clerk's Certificate  
No ~~569~~ 15 of 23/9 PA

4. Identity of Restriction  
fourthly referred to in  
abovementioned plan:

Right of Carriageway  
Variable width

Schedule of lots affected

Lots burdened

790  
791  
788  
787

Lots benefited

791  
790  
787  
788

**PART 2**

1. Terms of Restriction on the Use of Land firstly referred to in abovementioned plan:

A) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority.

B) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.

C) No building or buildings shall be erected or permitted to remain on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibrous cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber and/or fibrous cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls and in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

D) i) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Woodlands Park Estate No 1 Pty Limited without the consent of Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns and in favour of any person dealing with the purchasers or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns other than purchasers on sale.

This is Sheet 2 of a 4 Sheet Instrument  
(8213282.doc) 06-09-94

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

Lengths are in metres

(Sheet 3 of 4 Sheets)

**PART 2 (cont'd)**

Plan:

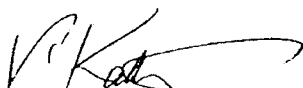
**DP 843400**

Plan of Subdivision of Lot 77  
in D.P. 841282  
covered by Council Clerk's Certificate  
No ~~5615~~ of 23/9/94

- ii) Rear fencing and side fencing behind the building line shall not be permitted in material other than treated pine and shall be no higher than 1.8 above the surrounding ground level.
- iii) Street fencing and side fencing in front of the building line shall not be permitted in material other than treated pine in the picket or paling style and shall be no higher than 1.0 above the surrounding ground level.
- iv) All fencing of the burdened lots shall be undertaken as part of compliance of the Council Building Approval.
- E) No main building having an area of less than 108 square metres, including a garage under the main roof, shall be permitted to remain on any lot burdened.
- F) No advertising hoarding signs or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns.
- G) No driveways will be permitted unless they are of coloured concrete in the faux brick or stamped concrete type, a minimum of 2 wide and extend to meet the street kerb. Driveway construction shall be undertaken as part of compliance of the Council Building Approval.
- H) Ground cover of the area of the burdened lot between the building line and the street kerb, exclusive of garden and driveway areas, is not permitted unless it is grass turf and such turfing shall be undertaken as part of compliance of the Council Building Approval.
- I) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- J) No main building shall be erected on any lot having an area of less than 400 square metres created by the subdivision of one or more of the burdened lots.

**2. Terms of Restriction on the Use of Land thirdly referred to in abovementioned plan:**

No fence shall be permitted to be erected along any road frontage or along the side boundaries of any allotment in front of the building alignment without the approval of Council.



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

Lengths are in metres

(Sheet 4 of 4 Sheets)

**PART 2 (cont'd)**

Plan:

**DP 843400**

Plan of Subdivision of Lot 77  
in D.P. 841282  
covered by Council Clerk's Certificate  
No S6915 of 23/9/94

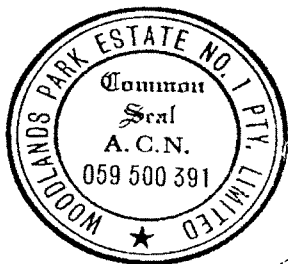
**NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION  
ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN:**

Woodlands Park Estate No 1 Pty Limited and its successors in title, nominees or assigns for such period as is the Registered Proprietor of any lot in the abovementioned plan or for the period of seven (7) years from the date of registration of the abovementioned plan whichever is the latter.

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE  
EASEMENTS AND RESTRICTIONS SECONDLY, THIRDLY AND FOURTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:**

Penrith City Council

The Common Seal of Woodlands Park Estate No. 1  
Pty. Limited A.C.N. 059 500 391  
was hereunto affixed by authority  
of the Board of Directors in the  
presence of:



*V. Kats*  
(SECRETARY)

*[Signature]*  
DIRECTOR

METWAY BANK LIMITED A.C.N.  
010 831 722 BY ITS ATTORNEYS  
CHRISTINE WAINWRIGHT

AND

**KAREN STEWART**

WHO CERTIFY THAT THEY ARE  
LEVEL II ATTORNEYS PURSUANT  
TO POWER OF ATTORNEY BOOK  
3859 NO. 372 OF WHICH THEY HAVE  
RECEIVED NO NOTICE OF  
REVOCATION  
SIGNED IN MY PRESENCE BY  
THE SAID ATTORNEYS WHO ARE  
PERSONALLY KNOWN TO ME

*[Signature]*

*K. Stewart*

*[Signature]*  
WITNESS

This is Sheet 4 of a 4 Sheet Instrument  
(8213282.doc) 06-09-94



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

Lengths are in metres

(Sheet 1 of 4 Sheets)

**PART 1**

Plan:

**DP 843400**

Plan of Subdivision of Lot 77  
in D.P. 841282  
covered by Council Clerk's Certificate  
No 56915 of 23/9/94

Full name and address  
of proprietor of the  
land

Woodlands Park Estate No. 1 P/L  
Level 2, Edgecliff Centre  
203-233 New South Head Road  
EDGECLIFF NSW 2027

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

Restriction on the Use of Land

Schedule of lots affected

Lots burdened  
each lot

Lots benefited  
every other lot

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

Easement to Drain Water  
2 wide

Schedule of lots affected

Lots burdened  
789  
788  
787

Lots benefited  
790  
790 & 789  
790, 789 & 788

3. Identity of Restriction  
thirdly referred to in  
abovementioned plan:

Restriction on the Use of Land

Schedule of lots affected

Lots burdened  
each lot

Lots benefited  
every other lot



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

Lengths are in metres

(Sheet 2 of 4 Sheets)

**PART 1 (Cont'd)**

Plan: **DP 843400**

Plan of Subdivision of Lot 77  
in D.P. 841282  
covered by Council Clerk's Certificate  
No ~~56915~~ of ~~23/9~~ **FA**

4. Identity of Restriction  
fourthly referred to in  
abovementioned plan:

Right of Carriageway  
Variable width

Schedule of lots affected

Lots burdened

790  
791  
788  
787

Lots benefited

791  
790  
787  
788

**PART 2**

1. Terms of Restriction on the Use of Land firstly referred to in abovementioned plan:

A) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority.

B) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.

C) No building or buildings shall be erected or permitted to remain on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibrous cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber and/or fibrous cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls and in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

D) i) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Woodlands Park Estate No 1 Pty Limited without the consent of Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns and in favour of any person dealing with the purchasers or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns other than purchasers on sale.

This is Sheet 2 of a 4 Sheet Instrument  
(8213282.doc) 06-09-94





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

Lengths are in metres

(Sheet 3 of 4 Sheets)

**PART 2 (cont'd)**

Plan:

**DP 843400**

Plan of Subdivision of Lot 77  
in D.P. 841282  
covered by Council Clerk's Certificate  
No ~~569150~~ 239/94

ii) Rear fencing and side fencing behind the building line shall not be permitted in material other than treated pine and shall be no higher than 1.8 above the surrounding ground level.

iii) Street fencing and side fencing in front of the building line shall not be permitted in material other than treated pine in the picket or paling style and shall be no higher than 1.0 above the surrounding ground level.

iv) All fencing of the burdened lots shall be undertaken as part of compliance of the Council Building Approval.

E) No main building having an area of less than 108 square metres, including a garage under the main roof, shall be permitted to remain on any lot burdened.

F) No advertising hoarding signs or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns.

G) No driveways will be permitted unless they are of coloured concrete in the faux brick or stamped concrete type, a minimum of 2 wide and extend to meet the street kerb. Driveway construction shall be undertaken as part of compliance of the Council Building Approval.

H) Ground cover of the area of the burdened lot between the building line and the street kerb, exclusive of garden and driveway areas, is not permitted unless it is grass turf and such turfing shall be undertaken as part of compliance of the Council Building Approval.

I) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

J) No main building shall be erected on any lot having an area of less than 400 square metres created by the subdivision of one or more of the burdened lots.

**2. Terms of Restriction on the Use of Land thirdly referred to in abovementioned plan:**

No fence shall be permitted to be erected along any road frontage or along the side boundaries of any allotment in front of the building alignment without the approval of Council.



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

Lengths are in metres

(Sheet 4 of 4 Sheets)

**PART 2 (cont'd)**

Plan:

**DP 843400**

Plan of Subdivision of Lot 77  
in D.P. 841282  
covered by Council Clerk's Certificate  
No S6915 of 23/9/94

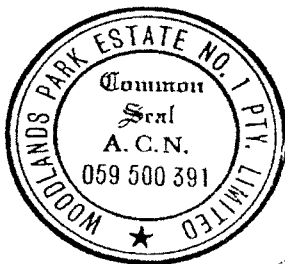
**NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION  
ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN:**

Woodlands Park Estate No 1 Pty Limited and its successors in title, nominees or assigns for such period as is the Registered Proprietor of any lot in the abovementioned plan or for the period of seven (7) years from the date of registration of the abovementioned plan whichever is the latter.

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE  
EASEMENTS AND RESTRICTIONS SECONDLY, THIRDLY AND FOURTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:**

Penrith City Council

The Common Seal of Woodlands Park Estate No. 1  
Pty. Limited A.C.N. 059 500 391  
was hereunto affixed by authority  
of the Board of Directors in the  
presence of:



*V. Kats*  
(SECRETARY)

*[Signature]*  
DIRECTOR

METWAY BANK LIMITED A.C.N.  
010 831 722 BY ITS ATTORNEYS  
CHRISTINE WAINWRIGHT

AND

**KAREN STEWART**

WHO CERTIFY THAT THEY ARE  
LEVEL II ATTORNEYS PURSUANT  
TO POWER OF ATTORNEY BOOK  
3859 NO. 372 OF WHICH THEY HAVE  
RECEIVED NO NOTICE OF  
REVOCATION  
SIGNED IN MY PRESENCE BY  
THE SAID ATTORNEYS WHO ARE  
PERSONALLY KNOWN TO ME

*[Signature]*  
K. Stewart  
*[Signature]*  
WITNESS

This is Sheet 4 of a 4 Sheet Instrument  
(8213282.doc) 06-09-94



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

Lengths are in metres

(Sheet 1 of 4 Sheets)

**PART 1**

Plan **DP 834534**

Subdivision of Lot 1 D.P. 795773 &  
Lot 29 D.P. 752044 covered by Council  
Clerk's Certificate No 162 of 93

Full name and address  
of proprietor of the  
land

Emu Plains Industrial Estate Pty Limited  
A.C.N. 000 069 787  
1 Superba Avenue  
MOSMAN NSW 2088

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

Right of Carriageway &  
Easement for Services  
12.5, 14 and variable width

Schedule of lots affected

Lots burdened  
401  
402  
404

Lots benefited  
400,402,403 & 404  
400 & 404  
400

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

Restriction on the Use of Land

Schedule of lots, etc affected

Lots burdened  
401  
402  
403  
404

Authority benefited  
Penrith City Council  
Penrith City Council  
Penrith City Council  
Penrith City Council

3. Identity of Restriction  
thirdly referred to in  
abovementioned plan:

Restriction on the Use of Land

Schedule of lots affected

Lots burdened  
each lot

Lots benefited  
every other lot

This is Sheet 1 of a 4 Sheet Instrument



REGISTERED  1-11-1993

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

Lengths are in metres

(Sheet 2 of 4 Sheets)

**PART 2**

Plan: **DP834534**

Subdivision of Lot 1 D.P. 795773 &  
Lot 29 D.P. 752044 covered by Council  
Clerk's Certificate No 162 of 93

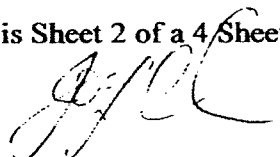
**1. Terms of Right of Carriageway and Easement for Services firstly referred to in  
abovementioned plan:**

RIGHT OF CARRIAGEWAY within the meaning of Part 1 of Schedule VIII of Section 181A of the Conveyancing Act 1919 TOGETHER WITH full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement of any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times by means of underground pipes cables conduits wires or ancillary works to connect the dominant tenement to electricity water telephone gas or other domestic or industrial services provided by any Statutory Authority person or corporation through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any pipes, cables, conduits wires or ancillary works within the servient tenement for the purpose of electricity, water, telephone, gas supply, domestic or industrial service or any pipe, cables, conduits wires or ancillary works in replacement or in substitution therefore and together with the right for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such pipes, cables, conduits, wires, ancillary works or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such an extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this easement shall not be released, varied or modified without the consent of all dominant and servient tenements for the time being PROVIDED THAT any part of this Right of Carriageway and Easement for Services shall become null and void upon the dedication of a Public Road over that part.

**2. Terms of Restriction on the Use of Land secondly referred to in abovementioned plan:**

No building or development on the burdened lot shall be allowed by the Penrith City Council until satisfactory arrangements have been made for water, sewerage, drainage, access, any outstanding contributions or consolidation with adjoining lots.

This is Sheet 2 of a 4 Sheet Instrument



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

Lengths are in metres

(Sheet 3 of 4 Sheets)

**PART 2**

Plan: **DP834534**

Subdivision of Lot 1 D.P. 795773 &  
Lot 29 D.P. 752044 covered by Council  
Clerk's Certificate No 162 of 93

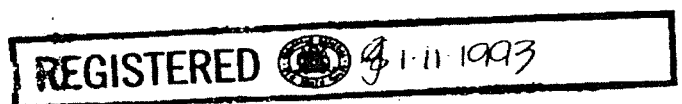
**3. Terms of Restriction on the Use of Land thirdly referred to in abovementioned plan:**

No fence shall be erected on each lot burdened to divide it from any adjoining land held by the vendor or its successors other than purchasers on sale however, consent shall not be withheld if such fencing is erected without cost to the vendor or its successors, and in favour of any person dealing with the purchaser or its assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser, his executors, administrators and assigns only during the ownership of the said adjoining lands by the vendor or its successors other than purchasers on sale.

**Name of Authority empowered to release, vary or modify the Restriction secondly referred to in abovementioned plan:**

The Council of the City of Penrith

This is Sheet 3 of a 4 Sheet Instrument



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

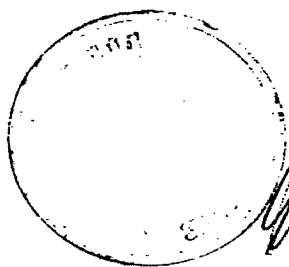
Lengths are in metres

(Sheet 4 of 4 Sheets)

**PART 2**

Plan: **DP834534**

Subdivision of Lot 1 D.P. 795773 &  
Lot 29 D.P. 752044 covered by Council  
Clerk's Certificate No 162 of 93



*Sharon Smith*

*[Signature]*  
.....  
General Manager Penrith City Council

*[Signature]*  
*Section*



This is Sheet 4 of a 4 Sheet Instrument

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

Lengths are in metres (Sheet 1 of 7 Sheets)

**PART 1**

Plan: Plan of Subdivision of Lot 401  
D.P. 834534 covered by Council  
Clerk's Certificate No 34 of 94

**DP 837854**

Full name and address  
of proprietor of the  
land  
Woodlands Park Estate No. 1 P/L  
Level 2, Edgecliff Centre  
203-233 New South Head Road  
EDGECLIFF NSW 2027

1. Identity of Restriction  
firstly referred to in  
above-mentioned plan:  
Restriction on the Use of Land

Schedule of lots affected

Lots burdened  
each lot  
Lots benefited  
every other lot

2. Identity of Easement  
secondly referred to in  
above-mentioned plan:  
Easement to Drain Water  
2 wide

Schedule of lots affected

<u>Lot burdened</u>	<u>Lots benefited</u>
8	7
9	7 & 8
10	7 & 8 & 9
11	7, 8, 9 & 10
12	7, 8, 9, 10 & 11
26	27
25	26 & 27
24	25, 26 & 27
29	28
30	28 & 29
31	28, 29 & 30
32	28, 29, 30, 31, 33 & 34

This is Sheet 1 of a 7 Sheet Instrument

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

Lengths are in metres (Sheet 2 of 7 Sheets)

**PART 1 (cont'd)**

Plan: Plan of Subdivision of Lot 401  
D.P. 834534 covered by Council  
Clerk's Certificate No 34 of 94

**DP 837854**

Lots burdened  
33  
17  
54  
53  
52  
51  
40  
39  
38  
37  
36  
35  
65

Lots benefited  
34  
28, 29, 30, 31, 32, 33 & 34  
Lot 402 D.P. 834534  
54, Lot 402 D.P. 834534  
53, 54, Lot 402 D.P. 834534  
52, 53, 54, Lot 402 D.P. 834534  
Lot 402 D.P. 834534  
Lot 403 D.P. 834534  
Lot 402 D.P. 834534  
Lot 402 D.P. 834534  
Lot 402 D.P. 834534  
Lot 402 D.P. 834534  
Lot 402 D.P. 834534

3. Identity of Easement  
thirdly referred to in  
above-mentioned plan:  
Easement for Electricity Purposes  
2.75 wide

Schedule of lots, etc affected

Lot burdened  
66  
Authority benefited  
Prospect Electricity

4. Identity of Easement  
fourthly referred to in  
above-mentioned plan:  
Easement for Underground Mains  
1 wide

Schedule of lots, etc affected

Lot burdened  
66 & 54  
Authority benefited  
Prospect Electricity

This is Sheet 2 of a 7 Sheet Instrument

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

Lengths are in metres

(Sheet 3 of 7 Sheets)

**PART 1 (cont'd)**

Plan: **DP 837854**

Plan of Subdivision of Lot 401  
D.P. 834534 covered by Council  
Clerk's Certificate No **34** of **94**

5. Identity of Restriction  
fifthly referred to in  
abovementioned plan:

Restriction on the Use of Land

**Schedule of lots affected**

Lots burdened  
each lot

Lots benefited  
every other lot

6. Identity of Restriction  
sixthly referred to in  
abovementioned plan:

Restriction on the Use of Land

**Schedule of lots affected**

Lots burdened  
13  
42

Authority benefited  
Penrith City Council  
Penrith City Council

**PART 2**

1. Terms of Restriction on Use of Land firstly referred to in abovementioned plan:

A) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority.

B) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.

C) No building or buildings shall be erected or permitted to remain on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibrous cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.

This is Sheet 3 of a 7 Sheet Instrument

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

Lengths are in metres

(Sheet 4 of 7 Sheets)

**PART 2 (cont'd)**

Plan: **DP 837854**

Plan of Subdivision of Lot 401  
D.P. 834534 covered by Council  
Clerk's Certificate No **34** of **94**

Timber and/or fibrous cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls and in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

D) i) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Woodlands Park Estate No 1 Pty Limited without the consent of Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns and in favour of any person dealing with the purchasers or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns other than purchasers on sale.

ii) Rear fencing and side fencing behind the building line shall not be permitted in material other than treated pine and shall be no higher than 1.8 above the surrounding ground level.

iii) Street fencing and side fencing in front of the building line shall not be permitted in material other than treated pine in the picket or paling style and shall be no higher than 1.0 above the surrounding ground level.

iv) All fencing of the burdened lots shall be undertaken as part of compliance of the Council Building Approval.

E) No main building having an area of less than 108 square metres, including a garage under the main roof, shall be permitted to remain on any lot burdened.

F) No advertising hoarding signs or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns.

G) No driveways will be permitted unless they are of coloured concrete in the faux brick or stamped concrete type, a minimum of 2 wide and extend to meet the street kerb. Driveway construction shall be undertaken as part of compliance of the Council Building Approval.

This is Sheet 4 of a 7 Sheet Instrument



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

Lengths are in metres

(Sheet 5 of 7 Sheets)

**PART 2 (cont'd)**

Plan: **DP 837854**

Plan of Subdivision of Lot 401  
D.P. 834534 covered by Council  
Clerk's Certificate No **34** of **94**

H) Ground cover of the area of the burdened lot between the building line and the street kerb, exclusive of garden and driveway areas, is not permitted unless it is grass turf and such turfing shall be undertaken as part of compliance of the Council Building Approval.

I) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

J) No main building shall be erected on any lot having an area of less than 450 square metres created by the subdivision of one or more of the burdened lots.

2. Terms of Easement for Electricity Purposes 2.75 wide thirdly referred to in above-mentioned plan:

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

3. Terms of Easement for Underground Mains 1 wide fourthly referred to in above-mentioned plan:

An easement for the transmission of electricity with full and free right leave liberty and licence for Prospect and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND

This is Sheet 5 of a 7 Sheet Instrument

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

Lengths are in metres

(Sheet 6 of 7 Sheets)

**PART 2 (cont'd)**

Plan: **DP 837854**

Plan of Subdivision of Lot 401  
D.P. 834534 covered by Council  
Clerk's Certificate No **34** of **94**

the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface under surface or subsoil thereof without Prospect's permission in writing being first had and obtained PROVIDED that anything permitted by Prospect under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of Prospect and to the reasonable satisfaction of the Engineer of Prospect for the time being.

4. Terms of Restriction on the Use of Land fifthly referred to in above-mentioned plan:

No fence shall be permitted to be erected along any road frontage or along the side boundaries of any allotment in front of the building alignment without the approval of Council.

5. Terms of Restriction on Use of Land sixthly referred to in above-mentioned plan:

No building or development shall be allowed by the Penrith City Council until satisfactory arrangements have been made for water, sewerage, drainage, access, any outstanding contributions or consolidation with adjoining lots.

**NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE  
RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN  
ABOVE-MENTIONED PLAN:**

Woodlands Park Estate No 1 Pty Limited and its successors in title, nominees or assigns for such period as is the Registered Proprietor of any lot in the above-mentioned plan or for the period of seven (7) years from the date of registration of the above-mentioned plan whichever is the latter.

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE  
EASEMENTS AND RESTRICTIONS SECONDLY, FIFTHLY AND SIXTHLY  
REFERRED TO IN THE ABOVE-MENTIONED PLAN:**

Penrith City Council

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE  
EASEMENT THIRDLY AND FOURTHLY REFERRED TO IN THE  
ABOVE-MENTIONED PLAN:**

Prospect Electricity

This is Sheet 6 of a 7 Sheet Instrument

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

Lengths are in metres (Sheet 7 of 7 Sheets)

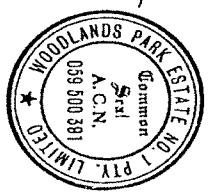
**PART 2 (cont'd)**

Plan: DP 837854

Plan of Subdivision of Lot 401  
D.P. 834534 covered by Council  
Clerk's Certificate No 34 of 94.

The Certificate of the  
P/L  
was held by the  
of the Board of Directors in the  
presence of:

*[Signature]*  
*[Signature]*  
*[Signature]*  
(SECRETARY)



SIGNED in my presence by the  
Attorneys for the Mortgagee  
who are personally known  
to me: *David Rouse*

METWAY BANK LIMITED ACN 010 831 722  
by its Attorneys DAVID WILLIAM TINDALL  
& KAREN STEWART who certify that they  
are Level II Attorneys pursuant to  
Power of Attorney Registered No 372  
Book 3859 of which they have no notice  
of revocation.  
DATED AT SYDNEY THIS 10th DAY OF MARCH 1994.

*[Signature]* *[Signature]*  
DAVID WILLIAM TINDALL & KAREN STEWART

This is Sheet 7 of a 7 Sheet Instrument  
(881326.DOC)

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

Lengths are in metres

(Sheet 1 of 5 Sheets)

**PART 1**

Plan **DP 841282**

Plan of Subdivision of Lot 402  
in D.P. 834534 & for Creation  
of Easement over part of Lot 404  
in D.P. 834534 covered by  
Council Clerk's Certificate  
No 5667 of 14.7.94

Full name and address  
of proprietor of the  
land

Woodlands Park Estate No. 1 P/L  
Level 2, Edgecliff Centre  
203-233 New South Head Road  
EDGECLIFF NSW 2027

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

Restriction on the Use of Land

Schedule of lots affected

Lots burdened  
each lot except  
Lots 76, 77, ~~80~~ 88  
and 103

Lots benefited  
every other lot

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

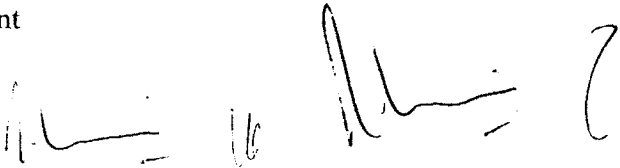
Easement to Drain Water  
2 wide

Schedule of lots affected

Lot burdened  
101  
100  
99  
103  
404 DP 834534  
104  
  
94  
95  
96  
66  
76  
86  
91

Lots benefited  
102  
102 & 101  
102,101,100 & 98  
102,101,100,99 & 98  
102,101,100,99,98,& 103  
102,101,100,99,98,103 &  
404 DP 834534  
93  
93 & 94  
93,94 & 95  
93,94,95 & 96  
77  
85  
92

This is Sheet 1 of a 5 Sheet Instrument



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

Lengths are in metres

(Sheet 2 of 5 Sheets)

**PART 1 (cont'd)**

Plan: **DP 841282** Plan of Subdivision of Lot 402  
in D.P. 834534 & for Creation  
of Easement over part of Lot 404  
in D.P. 834534 covered by  
Council Clerk's Certificate  
No 56678 of 14.7.94

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

Schedule of lots affected

<u>Lots burdened</u> each lot	<u>Lots benefited</u> every other lot
----------------------------------	--

4. Identity of Restriction  
fourthly referred to in  
abovementioned plan: Restriction on the Use of Land

Schedule of lots affected

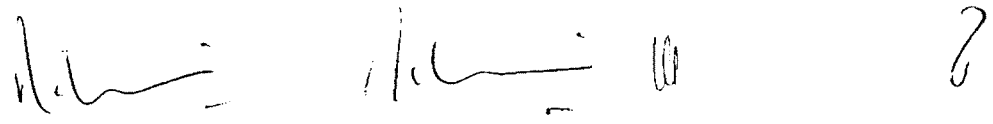
<u>Lots burdened</u>	<u>Authority benefited</u>
76	Penrith City Council
77	Penrith City Council
88	Penrith City Council
103	Penrith City Council

**PART 2**

1. Terms of Restriction on Use of Land firstly referred to in abovementioned plan:

- A) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority.
- B) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.
- C) No building or buildings shall be erected or permitted to remain on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibrous cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.

This is Sheet 2 of a 5 Sheet Instrument



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

Lengths are in metres

(Sheet 3 of 5 Sheets)

**PART 2 (cont'd)**

Pl

**DP 841282**

Plan of Subdivision of Lot 402  
in D.P. 834534 & for Creation  
of Easement over part of Lot 404  
in D.P. 834534 covered by  
Council Clerk's Certificate  
No of 14.7.94  
56667B

Timber and/or fibrous cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls and in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

D)

i) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Woodlands Park Estate No 1 Pty Limited without the consent of Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns and in favour of any person dealing with the purchasers or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns other than purchasers on sale.

ii) Rear fencing and side fencing behind the building line shall not be permitted in material other than treated pine and shall be no higher than 1.8 above the surrounding ground level.

iii) Street fencing and side fencing in front of the building line shall not be permitted in material other than treated pine in the picket or paling style and shall be no higher than 1.0 above the surrounding ground level.

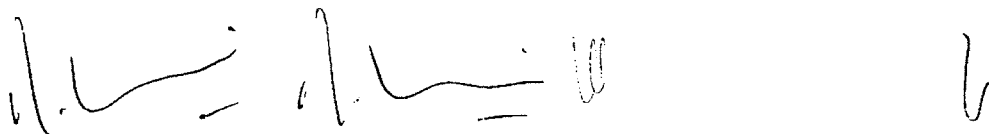
iv) All fencing of the burdened lots shall be undertaken as part of compliance of the Council Building Approval.

E) No main building having an area of less than 108 square metres, including a garage under the main roof, shall be permitted to remain on any lot burdened.

F) No advertising hoarding signs or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns.

G) No driveways will be permitted unless they are of coloured concrete in the faux brick or stamped concrete type, a minimum of 2 wide and extend to meet the street kerb. Driveway construction shall be undertaken as part of compliance of the Council Building Approval.

This is Sheet 3 of a 5 Sheet Instrument



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

Lengths are in metres

(Sheet 4 of 5 Sheets)

**PART 2 (cont'd)**

Plan:

**DP 841282**

Plan of Subdivision of Lot 402  
in D.P. 834534 & for Creation  
of Easement over part of Lot 404  
in D.P. 834534 covered by  
Council Clerk's Certificate  
No of 14.7.94  
566678

H) Ground cover of the area of the burdened lot between the building line and the street kerb, exclusive of garden and driveway areas, is not permitted unless it is grass turf and such turfing shall be undertaken as part of compliance of the Council Building Approval.

I) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

J) No main building shall be erected on any lot having an area of less than 450 square metres created by the subdivision of one or more of the burdened lots.

**2. Terms of Restriction on the Use of Land thirdly referred to in abovementioned plan:**

No fence shall be permitted to be erected along any road frontage or along the side boundaries of any allotment in front of the building alignment without the approval of Council.

**3. Terms of Restriction on Use of Land fourthly referred to in abovementioned plan:**

No building or development shall be allowed by the Penrith City Council until satisfactory arrangements have been made for water, sewerage, drainage, access, any outstanding contributions or consolidation with adjoining lots.

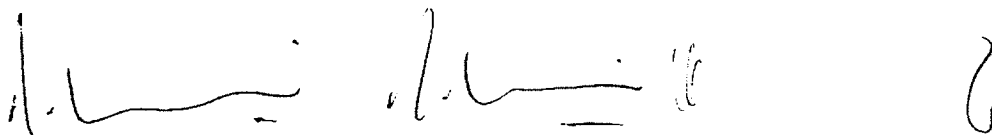
**NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION  
ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN:**

Woodlands Park Estate No 1 Pty Limited and its successors in title, nominees or assigns for such period as is the Registered Proprietor of any lot in the abovementioned plan or for the period of seven (7) years from the date of registration of the abovementioned plan whichever is the latter.

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE  
EASEMENTS AND RESTRICTIONS SECONDLY, THIRDLY AND FOURTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:**

Penrith City Council

This is Sheet 4 of a 5 Sheet Instrument

The block contains three handwritten signatures or sets of initials in black ink. The first is a long, flowing signature. The second is a similar long signature. The third is a shorter, more compact signature or set of initials.

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

Lengths are in metres

(Sheet 5 of 5 Sheets)

**PART 2 (cont'd)**

Plan:

**DP 841282**

Plan of Subdivision of Lot 402  
in D.P. 834534 & for Creation  
of Easement over part of Lot 404  
in D.P. 834534 covered by  
Council Clerk's Certificate  
No of 14.7.94.  
866618

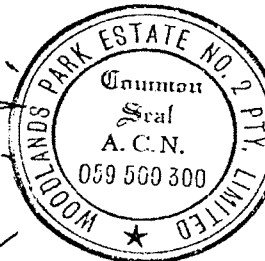
The Common Seal of Woodlands Park Estate No. 1  
Pty. Limited A.C.N. 059 500 391  
was hereto affixed by authority  
of the Board of Directors in the  
presence of:



*V. Koth*  
(SECRETARY)

*[Signature]*  
(DIRECTOR)

The Common Seal of Woodlands Park Estate No. 2  
Pty. Limited A.C.N. 059 500 300  
was hereto affixed by authority  
of the Board of Directors in the  
presence of:



*[Signature]*  
(DIRECTOR)

*V. Koth*  
(SECRETARY)

METWAY BANK LIMITED A.C.N.  
010 831 722 BY ITS ATTORNEYS  
DAVID WILLIAM TINDALL  
AND

KAREN STEWART

WHO CERTIFY THAT THEY ARE  
LEVEL 11 ATTORNEYS PURSUANT  
TO POWER OF ATTORNEY BOOK  
3659 NO. 372 OF WHICH THEY HAVE  
RECEIVED NO NOTICE OF  
REVOCATION  
SIGNED IN MY PRESENCE BY  
THE SAID ATTORNEYS WHO ARE  
PERSONALLY KNOWN TO ME

*Wieland*  
*K. Stewart*  
*[Signature]*  
WITNESS

This is Sheet 5 of a 5 Sheet Instrument

(88213282.DOC) 10-05-94

REGISTERED  22.7.1994

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

Lengths are in metres

(Sheet 1 of 4 Sheets)

**PART 1**

Plan: **DP 843401** Plan of Subdivision of Lot 76  
in D.P. 841282  
covered by Council Clerk's Certificate  
No 56914 of 23/9/94

Full name and address  
of proprietor of the  
land Woodlands Park Estate No. 1 P/L  
Level 2, Edgecliff Centre  
203-233 New South Head Road  
EDGECLIFF NSW 2027

1. Identity of Restriction  
firstly referred to in  
abovementioned plan: Restriction on the Use of Land

Schedule of lots affected

<u>Lots burdened</u> each lot	<u>Lots benefited</u> every other lot
----------------------------------	--

2. Identity of Easement  
secondly referred to in  
abovementioned plan: Easement to Drain Water  
2 wide

Schedule of lots affected

<u>Lot burdened</u>	<u>Lots benefited</u>
773	772
774	772 & 773
779	77/841282

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

Schedule of lots affected

<u>Lots burdened</u> each lot	<u>Lots benefited</u> every other lot
----------------------------------	--





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

Lengths are in metres

(Sheet 2 of 4 Sheets)

**PART 1 (Cont'd)**

Plan:

**DP 843401**

Plan of Subdivision of Lot 76  
in D.P. 841282  
covered by Council Clerk's Certificate  
No 56914 of 23/9/94

4. Identity of Restriction  
fourthly referred to in  
abovementioned plan:

Right of Carriageway  
Variable width

Schedule of lots affected

Lots burdened

777

778

775

774

Lots benefited

778

777

774

775

**PART 2**

1. Terms of Restriction on the Use of Land firstly referred to in abovementioned plan:

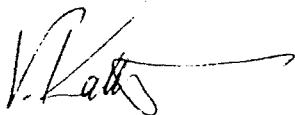
A) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.

B) No building or buildings shall be erected or permitted to remain on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibrous cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber and/or fibrous cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls and in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

C) i) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Woodlands Park Estate No 1 Pty Limited without the consent of Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns and in favour of any person dealing with the purchasers or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns other than purchasers on sale.

ii) Rear fencing and side fencing behind the building line shall not be permitted in material other than treated pine and shall be no higher than 1.8 above the surrounding ground level.

This is Sheet 2 of a 4 Sheet Instrument  
(82132876.doc) 06-09-94



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

Lengths are in metres

(Sheet 3 of 4 Sheets)

**PART 2 (cont'd)**

Plan:

**DP 843401**

Plan of Subdivision of Lot 76  
in D.P. 841282  
covered by Council Clerk's Certificate  
No 96915 of 23/9/94

- iii) Street fencing and side fencing in front of the building line shall not be permitted in material other than treated pine in the picket or paling style and shall be no higher than 1.0 above the surrounding ground level.
- iv) All fencing of the burdened lots shall be undertaken as part of compliance of the Council Building Approval.
- D) No advertising hoarding signs or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Woodlands Park Estate No 1 Pty Limited or its successors in title or assigns.
- E) No driveways will be permitted unless they are of coloured concrete in the faux brick or stamped concrete type, a minimum of 2 wide and extend to meet the street kerb. Driveway construction shall be undertaken as part of compliance of the Council Building Approval.
- F) Ground cover of the area of the burdened lot between the building line and the street kerb, exclusive of garden and driveway areas, is not permitted unless it is grass turf and such turfing shall be undertaken as part of compliance of the Council Building Approval.
- G) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- H) Ground cover of the area of the burdened lot between the building line and the street kerb, exclusive of garden and driveway areas, is not permitted unless it is grass turf and such turfing shall be undertaken as part of compliance of the Council Building Approval.
- I) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- J) No main building shall be erected on any lot having an area of less than 450 square metres created by the subdivision of one or more of the burdened lots.

**2. Terms of Restriction on the Use of Land thirdly referred to in abovementioned plan:**

No fence shall be permitted to be erected along any road frontage or along the side boundaries of any allotment in front of the building alignment without the approval of Council.



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

Lengths are in metres

(Sheet 4 of 4 Sheets)

**PART 2 (cont'd)**

Plan: **DP 843401**

Plan of Subdivision of Lot 76  
in D.P. 841282  
covered by Council Clerk's Certificate  
No 56914 of 23/9/94.

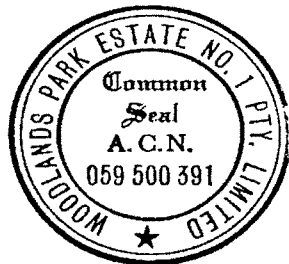
**NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION  
ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN:**

Woodlands Park Estate No 1 Pty Limited and its successors in title, nominees or assigns for such period as is the Registered Proprietor of any lot in the abovementioned plan or for the period of seven (7) years from the date of registration of the abovementioned plan whichever is the latter.

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE  
EASEMENTS AND RESTRICTIONS SECONDLY, THIRDLY AND FOURTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:**

Penrith City Council

The Common Seal of Woodlands Park Estate No. 1  
Pty. Limited A.C.N. 059 500 391  
was hereunto affixed by authority  
of the Board of Directors in the  
presence of:



*[Signature]*  
(SECRETARY)  
*[Signature]*  
DIRECTOR

METWAY BANK LIMITED A.C.N.  
010 831 722 BY ITS ATTORNEYS

CHRISTINE WAINWRIGHT  
AND

KAREN STEWART

WHO CERTIFY THAT THEY ARE  
LEVEL II ATTORNEYS PURSUANT  
TO POWER OF ATTORNEY BOOK  
3859 NO. 372 OF WHICH THEY HAVE  
RECEIVED NO NOTICE OF  
REVOCATION  
SIGNED IN MY PRESENCE BY  
THE SAID ATTORNEYS WHO ARE  
PERSONALLY KNOWN TO ME

*[Signature]*  
K Stewart  
*[Signature]*  
WITNESS

This is Sheet 4 of a 4 Sheet Instrument

REGISTERED 5-10-1994

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

Property No: 691380  
Your Reference: 2024914-#129819199#  
Contact No.

Issue Date: 24 January 2024  
Certificate No: 24/00285

Issued to: Infotrack Pty Ltd  
Level 8 135 King Street  
SYDNEY NSW 2000

PRECINCT 2010

**DESCRIPTION OF LAND**

**County:** CUMBERLAND **Parish:** MULGOA

**Location:** 5 Poa Place GLENMORE PARK NSW 2745  
**Land Description:** Lot 788 DP 843400

**- PART 1 PRESCRIBED MATTERS -**

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs**

***1(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:***

The following Local environmental planning instruments apply to the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

The following State environmental planning instruments apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural areas*.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water*

*Catchments* - (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)

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

State Environmental Planning Policy (Housing) 2021.

State Environmental Planning Policy (Industry and Employment) 2021, Chapter 3 - *Advertising and signage*.

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

State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development*.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts*.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis*.

State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities*.

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Biodiversity and Conservation) 2021, *Chapter 13 - Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

***1(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been the subject of community consultation or on public exhibition under the Act, that will apply to the carrying out of development on the land:***

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Housing) 2021 applies to this land.

Draft State Environmental Planning Policy (Transport and Infrastructure) 2021 applies to this land.

Draft State Environmental Planning Policy (Planning Systems) 2021 applies to this land.

Draft State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development applies to this land.

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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### **2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS**

*For each environmental planning instrument or draft environmental planning instrument referred that includes the land in a zone (however described):*

*2(a)-(b) the identity of the zone; the purposes for which development in the zone may be carried out without development consent; the purposes for which development in the zone may not be carried out except with development consent; and the purposes for which development in the zone is prohibited. Any zone(s) applying to the land is/are listed below and/or in annexures.*

#### **Zone R2 Low Density Residential (Penrith Local Environmental Plan 2010)**

##### **1. Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote the desired future character by ensuring that development reflects features or qualities of traditional detached dwelling houses that are surrounded by private gardens.
- To enhance the essential character and identity of established residential areas.
- To ensure a high level of residential amenity is achieved and maintained.

##### **2 Permitted without consent**

Home occupations

##### **3 Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Shop top housing; Tank-based aquaculture

##### **4 Prohibited**

Any development not specified in item 2 or 3

*2(c) whether additional permitted uses apply to the land,*

(Information is provided in this section only if environmental planning instruments apply additional permitted use provisions to this land.)

#### **Additional information relating to Penrith Local Environmental Plan 2010**

**Note 1:** Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

---

**Note 2:** Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

**Note 3:** Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

**Note 4:** A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

**Note 5:** Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

**Note 6:** Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

**Note 7:** Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

**Note 8:** Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

**Note 9:** Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

**Note 10:** Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

**Note 11:** Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

***2(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.***

(Information is provided in this section only if 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.)

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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### ***2(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016***

(Information is provided in this section only if the land is identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.)

### ***2(f) whether the land is in a conservation area, however described:***

(Information is provided in this section only if the land is in a conservation area, however described.)

### ***2(g) whether an item of environmental heritage, however described, is situated on the land:***

(Information is provided in this section only if an item of environmental heritage, however described, is situated on the land.)

## **3 CONTRIBUTIONS PLANS**

### ***The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:***

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *St Marys*, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

## **4 COMPLYING DEVELOPMENT**

### ***HOUSING CODE***

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code may be carried out on the land if the land is within one of the above mentioned zones.



**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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***RURAL HOUSING CODE***

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code may be carried out on the land if the land is within one of the above mentioned zones.

***LOW RISE HOUSING DIVERSITY CODE***

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code may be carried out on the land if the land is within one of the abovementioned zones.

***GREENFIELD HOUSING CODE***

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code may be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

***HOUSING ALTERATIONS CODE***

Complying development under the Housing Alterations Code may be carried out on the land.

***GENERAL DEVELOPMENT CODE***

Complying development under the General Development Code may be carried out on the land.

***INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE***

Complying development under the Industrial and Business Alterations Code may be carried out on the land.

***INDUSTRIAL AND BUSINESS BUILDINGS CODE***

(The Industrial and Business Buildings Code only applies if the land is within E1, E2, E3, E4, E5, MU1, B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3 IN4, SP1, SP2, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

---

Complying development under the Industrial and Business Buildings Code may be carried out on the land.

***CONTAINER RECYCLING FACILITIES CODE***

(The Container Recycling Facilities Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Container Recycling Facilities Code may be carried out on the land.

***SUBDIVISIONS CODE***

Complying development under the Subdivisions Code may be carried out on the land.

***DEMOLITION CODE***

Complying development under the Demolition Code may be carried out on the land.

***AGRITOURISM AND FARM STAY ACCOMMODATION CODE***

(The Agritourism and Farm Stay Accommodation Code only applies if the land is within Zones RU1, RU2 and RU4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Agritourism and Farm Stay Accommodation Code may be carried out on the land.

***FIRE SAFETY CODE***

Complying development under the Fire Safety Code may be carried out on the land.

**NOTE:**

(1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

***5 EXEMPT DEVELOPMENT***

***GENERAL EXEMPT DEVELOPMENT CODE***

Exempt development under the General Exempt Development Code may be carried out on the land.

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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### ***ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE***

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

### ***TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE***

Exempt development under the Temporary Use and Structures Exempt Development Code may be carried out on the land

### ***6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS***

(Information is provided in this section only if Council is aware that an affected building notice or a building product rectification order in force for the land that has not been fully complied with, or a notice of intention to make a building product rectification order given in relation to the land is outstanding.)

### ***7 LAND RESERVED FOR ACQUISITION***

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

### ***8 ROAD WIDENING AND ROAD REALIGNMENT***

The land is not affected by any road widening or road realignment under:

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

### ***9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION***

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

No, the land or part of the land is not within the flood planning area and is currently not subject to flood related development controls.

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

No, flood related development controls for land between the flood planning area and the probable maximum flood do not apply to the land or part of the land.

**Note** - Council reserves the right to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation, this position may be reviewed.

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

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***10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS***

**(a) Council Policies**

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

**(b) Other Public Authority Policies**

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy 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, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

***11 BUSH FIRE PRONE LAND***

Some of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

***12 LOOSE FILL ASBESTOS INSULATION***

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the Home Building Act 1989))

***13 MINE SUBSIDENCE***

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

***14 PAPER SUBDIVISION INFORMATION***

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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### ***15 PROPERTY VEGETATION PLANS***

(Information is provided in this section only where a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 3, but only where Council has been notified of the existence of a plan, by the person or body that approved the plan under that Act.)

### ***16 BIODIVERSITY STEWARDSHIP SITES***

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 relates.)

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

### ***17 BIODIVERSITY CERTIFIED LAND***

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.)

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

### ***18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006***

(Information is provided in this section only if Council has been notified that 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.)

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

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

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

### **20 WESTERN SYDNEY AEROTROPOLIS**

Whether the land is subject to planning considerations under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4:

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Shown on the Lighting Intensity and Wind Shear Map	No
(c)	Shown on the Obstacle Limitation Surface Map	Yes
(d)	In the “public safety area” on the Public Safety Area Map	No
(e)	In the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	Yes

### **21 DEVELOPMENT CONSENT FOR SENIORS HOUSING**

(Information is provided in this section only If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).)

### **22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(Information is provided in this section only if:

(1) there is a current site compatibility certificate under the *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which council is aware, in respect of proposed development on the land; and/or

(2) *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land and conditions of a development consent in relation to the land that are of a kind referred to in the Policy, section 21(1) or 40(1).

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).)

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

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

**Notes:**

The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2021.

Information is provided only to the extent that Council has been notified by the relevant government departments.

This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) **and** 10.7(5) should be applied for.

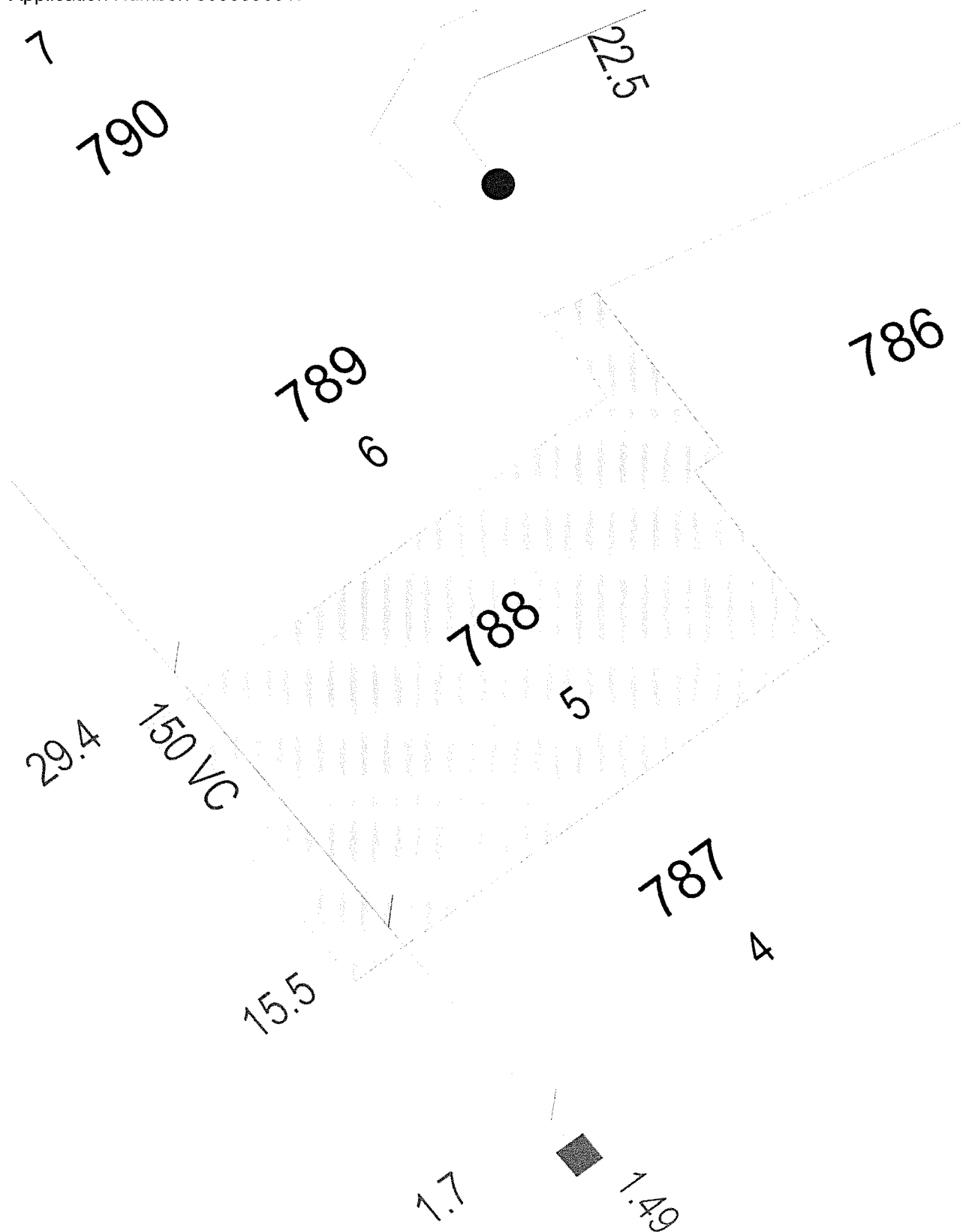
Contact Council for details as to obtaining the additional information.

**Andrew Moore**  
**General Manager**

per 

# Service Location Print

Application Number: 8003090617



Document generated at 22-01-2024 04:11:14 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)	225 PVC	Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)	1.7	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)	10.4		
Concrete Encased Section	Concrete Encased		
Terminal Maintenance Shaft	MS		
Maintenance Shaft	MS		
Rodding Point	RP		
Lamphole			
Vertical			
Pumping Station	SP0882		
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	200 PVC
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			

## Pipe Types

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



## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession & 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 must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. 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

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. 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 & Building

12. 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.
13. 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.
14. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* 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) 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*.
15. 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?
16. 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?
- 17.
- (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**

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. 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?
20. 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?
- 21.
- (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?
22. 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**

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

#### **Requisitions & Transfer**

24. 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.
25. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
26. The purchaser reserves the right to make further requisitions prior to completion.
27. 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.