

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Urban Real Estate</b> <b>Shop 25, Carmel Village, Cnr Windsor Road</b> <b>&amp; Mount Drive, Box Hill, NSW</b>	<b>Phone: 0401171796</b>
co-agent		
vendor	<b>Navdeep Kaur Babrah and Harpaljit Singh Babrah</b> <b>47 Hannaford Avenue, Box Hill, NSW 2765</b>	
vendor's solicitor	<b>Contract Conveyancing Pty Ltd</b> <b>PO BOX 3063 Rouse Hill NSW 2155</b> <b>PO Box 3063, ROUSE HILL NSW</b>	<b>Phone: 0245054600</b> <b>Email: judy@contractconveyancing.com.au</b> <b>Fax:</b> <b>Ref: JH:23152</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>53 &amp; 53a Pottery Circuit, Woodcroft, New South Wales 2767</b> <b>Registered Plan: Lot 4321 Plan DP 840912</b> <b>Folio Identifier 4321/840912</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Granny Flat	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input 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 checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
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> <p>_____</p> <p>Signature of authorised person      _____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      _____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held      _____</p> <p>Office held</p>	<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> <p>_____</p> <p>Signature of authorised person      _____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      _____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held      _____</p> <p>Office held</p>

**Choices**

Vendor agrees to accept a **deposit-bond** NO yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4): \_\_\_\_\_

**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

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1 property certificate for the land</li> <li><input type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 1989</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off the plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>
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**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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

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

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 *servicing* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

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## **SPECIAL CONDITIONS**

### **33 PEXA SOURCE ACCOUNT**

- 33.1. Currently a PEXA Source Account can only be given by the purchaser's subscriber;
- 33.2. In the event that the vendors require the deposit at settlement as shortfall funds, then the purchasers will instruct their subscriber (solicitor or conveyancer) to attend to creating the PEXA Source Account or if the firm has a Trust Account, the deposit is hereby agreed to be transferred into the purchaser's representative's trust account as deposit holder in escrow of settlement for the vendors shortfall;
- 33.3. The transfer into either the PEXA Source Account or Trust Account occurs at no cost to the vendor;
- 33.4. Further authority from the purchaser will not be required;

### **34 CONSUMER WARNING – HOME BUILDING ACT 1989**

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The parties agree that the following warning set out in s 95(2) of the Home Building Act 1989 applies to this sale:

- (a) an owner-builder permit was issued on 7 March 2017 in relation to the land, particularly relating to the detached secondary dwelling; and
- (b) work done under the owner-builder permit is not required to be insured under the Home Building Act 1989 unless the work was done by a contractor to the owner-builder.

### **35 BUILDING CERTIFICATE**

This Contract is not conditional upon the issue of a Certificate under Section 149D of the Environmental Planning and Assessment Act (Certificate) in respect of the whole or any part of the property. The purchaser will not require the vendor to make application for or do anything towards obtaining the Certificate or otherwise to comply with the requirements of the Local Council relating to the issue of the Certificate.

### **36 PROPERTY SOLD 'AS IS'**

THE PURCHASER/S acknowledges that they are purchasing the property in its present condition and state of repair as inspected by the purchaser/s and the purchaser/s acknowledges that no objection shall be taken, requisition made or compensation demanded in respect thereof.



**37 PURCHASER RELIES UPON OWN ENQUIRIES**

The purchaser acknowledges that they do not rely on any letters, documents, or arrangements, whether oral or in writing, as adding to or amending the terms, conditions, warranties, and arrangements set out in this contract. The purchaser further acknowledges that they have made all their own enquiries in respect of the property. The purchaser does not rely on any representation made by the vendor, the agent or anyone purporting to act on behalf of the vendor.

**38 DEPOSIT AT COMPLETION**

In the event that the deposit is required to be available on completion, the deposit Holder is hereby authorised to withdraw the deposit (and any interest earned there on) and transfer same to the Trust Account of the Vendor's Representatives, for the purpose of accounting the deposit and any interest on completion. If requested the purchaser or their representative must forthwith provide the deposit Holder authority to transfer the deposit. The vendor's representatives will then hold the deposit as deposit holder under the Contract.

**39 COVID19**

In the event that the vendor is quarantined, required to self-isolation or in lockdown, or any other Government direction which may be imposed, during the pandemic of COVID19 and cannot provide vacant possession on settlement, the vendor must provide notice to the purchaser on commencement of such quarantine, self-isolation or lockdown and completion of this contract is to occur the 7<sup>th</sup> Business day after the expiration of the quarantine, self-isolation or lockdown period.

**40 NO REPRESENTATION AS TO FITNESS FOR ANY PARTICULAR PURPOSE**

NO OBJECTION, requisition or claim for compensation shall be made by the Purchaser in respect to or arising out of the suitability (or lack of suitability) of the property for any particular purpose.

**41 REAL ESTATE AGENT**

The Purchaser warrants that the purchaser was not introduced to the vendor or the property directly or indirectly through the services of any agent other than the vendor's agent (if any) named in this Contract. The Purchaser indemnifies the vendor against any claim for commission which might be made by the agent resulting from an introduction forming a breach of such warranty and also against all actions, proceedings, expenses and legal costs and disbursements in respect of such claim. It is agreed that this indemnity shall be a continuing indemnity not merging on completion. The vendor warrants that the vendor has not signed an exclusive selling agency agreement with any agent other than the agent named herein.



#### **42 RESCISSON FOR INSOLVENCY, DEATH OR INCAPACITY**

NOTWITHSTANDING any rule of law or equity to the contrary, should either party (called "the defaulting party"):-

- 42.1 die or loses the legal mental capacity then either party may rescind this Contract by notice in writing served upon the defaulting party and thereupon this Contract shall be at an end and the provisions of Clause 19 shall apply, or
- 42.2 be declared bankrupt or enter into any scheme to make any assignment for the benefit of creditors, or have a petition for the winding up of either party presented or enter into any scheme of arrangement with its creditors under the Corporations Law or should any Liquidator, Receiver or Official Manager be appointed in respect of either party, then this Contract shall be at an end and the provisions of Clause 19 shall apply.

#### **43 INTEREST CHARGE**

Should completion of this contract not take place by the completion date, otherwise than as a result of any default by the vendor under this contract:-

- 43.1 The purchaser shall pay interest at a rate of eight per cent (8%) per annum on the balance of the purchase price, and any other moneys owing pursuant to this Contract from the date so specified for completion until the date completion actually takes place (but without prejudice to all and any other rights of the vendor pursuant to this contract) and it is an essential term of this contract that such interest be paid on completion.
- 43.2 Purchaser indemnifies the vendor by way of an adjustment on settlement the sum of \$275.00 (incl GST) representing actual expenses incurred by the Vendor for the drafting, engrossing and serving of a Notice to Complete upon the purchaser/s.

#### **44 NOTICE TO COMPLETE**

THE PARTIES agree that fourteen (14) days (inclusive of weekends and public holidays) is a reasonable and sufficient period of notice to make time of the essence.

#### **45 SERVICE BY EMAIL**

Where a document is served by email under Clause 20.6, Service shall be effective at the following business day at 9am if served after 5pm, and if a bank or public holiday or Saturday or Sunday, then service shall be deemed to be at 9:00am on the next business day following receipt.



#### **46 AMENDMENTS TO STANDARD CONDITIONS**

- 46.1 Conditions 3.10.2 & 3.11.2 are DELETED.
- 46.2 Insert the words "or delay completion" between the words "requisition" and "or" on the first line of Clause 10.1.
- 46.3 Condition 25.1.1 is AMENDED by deleting "limited".
- 46.4 Condition 31.2 – delete "5 days" and replace with "1 business days";
- 46.5 Condition 31.6 is included as follows "The purchaser indemnifies the vendor against any costs, charges, interest or penalties incurred directly or indirectly as a result of the purchaser's failure to pay the FRCGW remittance to the Australian Tax Office in accordance with clause 30.13."

#### **47 SURVEY REPORT/BUILDING CERTIFICATE**

If a Survey Report of the property, or a Building Certificate in relation to the property is annexed to this contract, the purchasers acknowledges having inspected the Survey Report and/or Building Certificate and agrees that no objection, requisition or claim for compensation shall be made on any matter referred to in the Survey Report and/or Building Certificate.

The vendor does not warrant the accuracy or completeness of the Survey Report and/or Building Certificate.

#### **48 RELEASE OF DEPOSIT**

The deposit referred to herein shall be released, if required, for the vendor's use for payment of a deposit for the purchase of an alternate property, provided that such deposit is placed in the Trust Account of a Licensed Real Estate Agent, Licensed Conveyancer or Solicitor and shall not be further released without the purchaser's expressed consent or for the payment of stamp duty in respect of such property.

#### **49 REDUCED DEPOSIT**

In the event that a less than 10% deposit is paid on exchange the purchaser agrees and acknowledges that the balance of a 10% deposit is payable on the 42<sup>nd</sup> day after the date of this contract without demand being made for that payment or on completion of this contract whichever occurs first.

#### **50 REQUISITIONS ON TITLE**

Notwithstanding the provisions of clause 5 of this contract, attached to this contract are Requisitions on Title. The purchaser shall not be precluded from raising further Requisitions which arise directly out of the replies given by the vendor in this contract.



**51 DEPOSIT PAYABLE UNDER COOLING OFF PERIOD**

If a cooling off period applies to this contract, the Purchaser may pay the deposit holder in two (2) instalments as follows:

- 51.1 On or before the date of this contract 0.25% of the agreed purchase price;
- 51.2 The balance on or before 5.00pm the day the Cooling Off Period expires.

**52 COOLING OFF PERIOD EXTENSION**

The parties agree that the cooling off period under this contract is hereby extended to        day of                                2023.

**53 PEXA**

- 53.1 Clause 30.1.2 Deleted
- 53.2 Notwithstanding clause 30, if the Purchaser is unable or unwilling to settle the Conveyancing Transaction via electronic transaction, the Purchaser must provide the Land Registry Waiver Approved and indemnifies the vendor against the additional expenses incurred for a paper settlement in the sum of \$220.00 (inclu GST).

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

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### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### **Affectations**

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

#### **Capacity**

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

#### **Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. 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.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



Fair  
Trading

Tel 13 32 20  
TTY 02 9338 4943  
ABN 81 913 830 179  
www.fairtrading.nsw.gov.au

## OWNER BUILDER PERMIT

HOME BUILDING ACT 1989

Harpaljit Babrah  
53 Pottery Cct  
WOODCROFT NSW 2767

Permit: 436382P  
Issued: 07/03/2017

Receipt: 10001008753-01  
Amount: \$174.00

**BUILDING SITE:** 53 Pottery Cct, WOODCROFT, NSW 2767  
AUSTRALIA

**AUTHORISED BUILDING WORK** Detached Secondary Dwelling

**AUTHORITY NUMBER:** DA-16-05479

**COUNCIL AREA:** BLACKTOWN (C) COUNCIL

**PERSONS WITH A PRESCRIBED INTEREST IN THE LAND:**

MRS NAVDEEP KAUR BABRAH  
MR HARPALJIT BABRAH

Rod Stowe  
Commissioner for Fair Trading

BLACKTOWN  
Issuing officer

**CAUTION: AS THE HOLDER OF AN OWNER-BUILDER PERMIT YOU MUST NOW ADVISE YOUR CERTIFYING AUTHORITY (COUNCIL OR PRIVATE CERTIFIER) OF YOUR OWNER-BUILDER PERMIT NUMBER AND DATE OF ISSUE.**

This permit is only valid when an official receipt has been imprinted.  
If payment is made by cheque, the permit is conditional on the cheque being met on presentation.  
\*GST amount included in total fee: \$0.00

### PERMIT CONDITIONS

A division of the Department of Finance, Services & Innovation



FOLIO: 4321/840912

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/7/2023	5:40 PM	9	10/12/2020

LAND

-----

LOT 4321 IN DEPOSITED PLAN 840912  
AT DOONSIDE  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF PROSPECT COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP840912

FIRST SCHEDULE

-----

HARPALJIT SINGH BABRAH  
NAVDEEP KAUR BABRAH  
AS JOINT TENANTS (T AG359665)

SECOND SCHEDULE (8 NOTIFICATIONS)

-----

- 1 Z28198 COVENANT
- 2 DP825786 RESTRICTION(S) ON THE USE OF LAND
- 3 DP835799 RESTRICTION(S) ON THE USE OF LAND
- 4 DP836143 RESTRICTION(S) ON THE USE OF LAND
- 5 DP839920 RESTRICTION(S) ON THE USE OF LAND
- 6 DP840912 EASEMENT TO DRAIN WATER 1 WIDE AFFECTING THE PART(S)  
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP840912 RESTRICTION(S) ON THE USE OF LAND
- 8 AQ635692 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

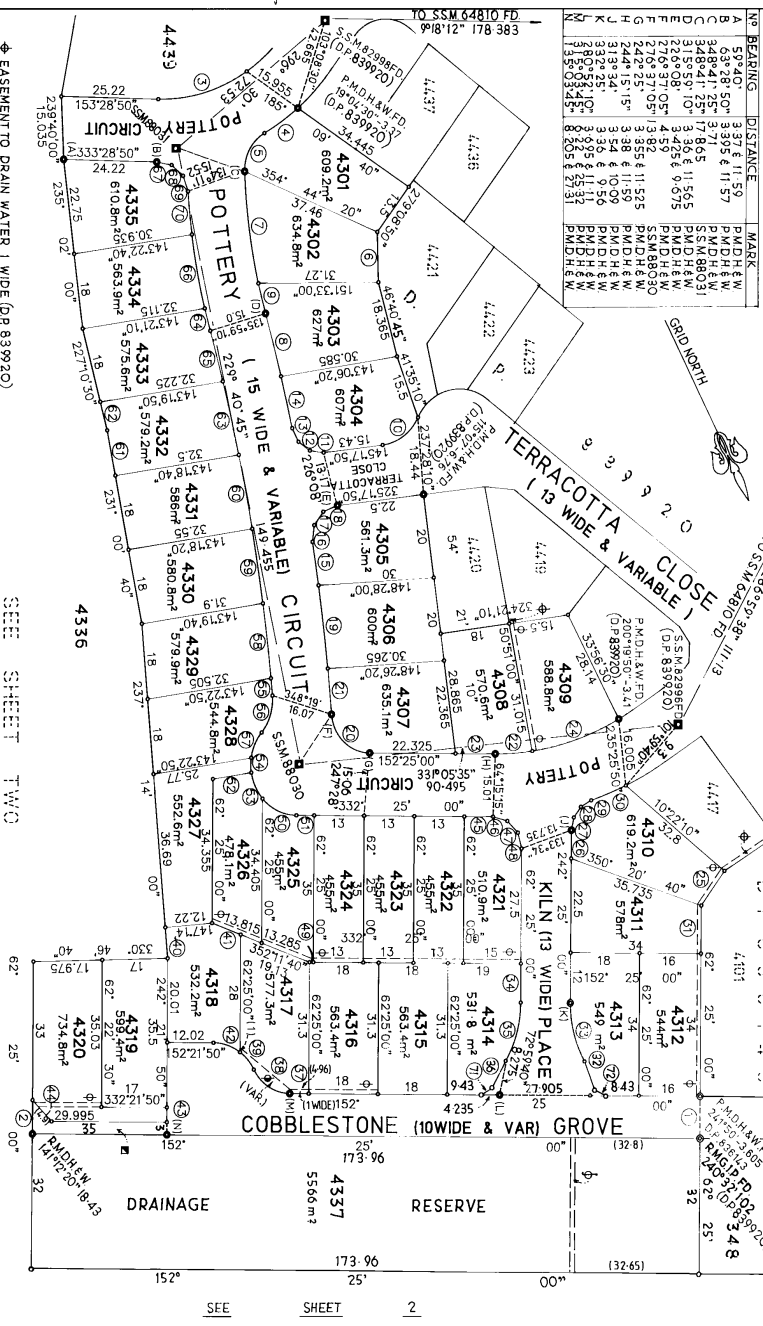
PLAN FORM 2  
 SIGNATURE AND SEALS ONLY

Plan Drawing only to appear in this space

OFFICE USE ONLY  
 DP 840912

**SCHEDULE OF PERMANENT MARKS**

No	BEARING	DISTANCE	MARK
A	59°40'	3.37 & 11.59	PMDH&W
B	63°28'50"	3.95 & 11.57	PMDH&W
C	38°41'12.5"	3.71 & 6.5	S
D	31°59'50"	3.30 & 11.565	PMDH&W
E	21°08'08"	3.425 & 9.075	PMDH&W
F	21°08'31"05"	4.50	PMDH&W
G	21°08'31"05"	4.50	PMDH&W
H	24°15'15"	3.88 & 11.525	PMDH&W
I	31°33'34"	3.88 & 11.50	PMDH&W
J	31°33'34"	3.88 & 11.50	PMDH&W
K	31°33'34"	3.88 & 11.50	PMDH&W
L	31°33'34"	3.88 & 11.50	PMDH&W
M	31°33'34"	3.88 & 11.50	PMDH&W
N	31°33'34"	3.88 & 11.50	PMDH&W
O	31°33'34"	3.88 & 11.50	PMDH&W
P	31°33'34"	3.88 & 11.50	PMDH&W
Q	31°33'34"	3.88 & 11.50	PMDH&W
R	31°33'34"	3.88 & 11.50	PMDH&W
S	31°33'34"	3.88 & 11.50	PMDH&W
T	31°33'34"	3.88 & 11.50	PMDH&W
U	31°33'34"	3.88 & 11.50	PMDH&W
V	31°33'34"	3.88 & 11.50	PMDH&W
W	31°33'34"	3.88 & 11.50	PMDH&W
X	31°33'34"	3.88 & 11.50	PMDH&W
Y	31°33'34"	3.88 & 11.50	PMDH&W
Z	31°33'34"	3.88 & 11.50	PMDH&W



- ⊕ EASEMENT TO DRAIN WATER 1 WIDE (DP 839920)
- ⊕ EASEMENT TO DRAIN WATER 1 WIDE
- ⊕ PATHWAY 3 WIDE & VARIABLE
- ⊕ EASEMENT FOR UNDERGROUND MANS 1 WIDE.

**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	62°25'00"	10	8	19	235°07'00"	20	20	479	37	182°25'00"	498	11.53	10.683	55	56°40'00"	4.08	4.08	464	
2	136°04'00"	23.945	24.315	40	21	195°01'00"	13.54	10.93	10.93	183°22'50"	10.975	9.275	57	86°21'50"	9.275	9.275	12		
3	117°31'40"	10.575	10.589	55	22	236°58'00"	10.93	9.7	40	201°06'30"	5.485	5.545	57	86°21'50"	6.625	6.71	464		
4	117°31'40"	10.485	11.04	10	23	146°08'30"	9.69	9.17	80	237°14'10"	7.4	7.97	58	53°04'30"	18	18	464		
5	60°38'20"	12.4	12.4	24	24	153°18'20"	10.33	65	43	332°11'40"	7.97	7.425	59	12°42'40"	3.93	3.93	464		
6	60°38'20"	12.4	12.4	24	25	153°18'20"	10.33	24	43	182°08'00"	3.1	3.1	60	12°42'40"	11	11	464		
7	228°54'00"	15.96	15.5	143	26	153°18'20"	10.33	87.2	43	182°08'00"	7.07	7.5	61	227°01'00"	7	7	464		
8	228°54'00"	15.96	15.5	143	27	254°21'40"	11.26	44	45	332°25'00"	7.5	8.025	62	48°38'00"	18	18	464		
9	227°29'00"	11.26	11.75	11.68	28	278°15'00"	3.105	3.105	46	347°21'50"	3.88	3.88	63	48°38'00"	5.56	5.56	158		
10	115°29'10"	3.63	3.63	29	302°08'30"	3.105	3.105	3.105	46	17°25'00"	3.88	3.88	64	48°38'00"	12.44	12.44	464		
11	159°18'30"	3.63	3.63	30	310°28'30"	9.69	9.69	9.69	80	44°25'00"	6.625	6.625	65	51°16'00"	17.99	18	158		
12	159°18'30"	3.63	3.63	31	62°25'00"	11.5	11.5	11.5	48	182°25'00"	1	1	66	12°42'40"	3.93	3.93	464		
13	215°20'50"	10.5	10.5	32	227°02'20"	14.35	14.555	14.555	50	336°11'00"	9.675	9.955	66	12°42'40"	3.93	3.93	464		
14	228°56'00"	10.5	10.5	33	227°02'20"	14.35	14.555	14.555	50	332°25'00"	10.13	10.13	67	43°05'30"	2.735	2.735	464		
15	233°17'30"	3.995	3.995	34	62°25'00"	9.3	27.115	27.115	52	143°21'50"	10.13	10.345	68	43°05'30"	10.345	10.345	158		
16	248°08'10"	3.995	3.995	35	77°47'30"	14.38	14.555	14.555	53	36°40'10"	6.9	6.9	69	43°05'30"	2.735	2.735	464		
17	278°58'50"	3.995	3.995	36	89°21'35"	8.025	27.115	27.115	53	36°40'10"	6.9	6.9	70	16°01'30"	2.735	2.735	464		
18	309°51'30"	3.995	3.995	36	89°21'35"	8.025	27.115	27.115	54	61°31'30"	3.54	3.54	71	16°01'30"	2.735	2.735	464		

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Registered  
 CA: No 8790 OF 24-6-1994  
 The System: TORRENS  
 Purpose: SUBDIVISION  
 Ref: Map: U8260-63  
 Last Plan: DP839920  
 PLAN OF SUBDIVISION OF  
 LOT 4440 DP839920

LGA: BLACKTOWN  
 Locality: DOONSIDE  
 Parish: PROSPECT  
 County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets (Delete if inapplicable)

1. I, VINCENT MARRS,  
 of VINE MORGAN SURVEYORS P/L,  
 PO BOX 227 PENRITH NSW 2150  
 a surveyor registered under the Surveyors Act 1992  
 in accordance with the provisions of section 128  
 of the Surveyors Act 1992, do hereby certify that  
 the above plan has been made in accordance with  
 the provisions of section 128 of the Surveyors Act  
 1992 and was completed on  
 15 JUNE 1994

Signature: *V. Marrs*  
 Surveyor registered under Surveyors Act 1992 as evidenced  
 by entry in the Register of Surveyors Act 1992  
 Deput. Line of Authority: "X" (SEE SHEET 2)

Plan used in preparation of survey/development:  
 DP 835799, DP 836145,  
 DP 836143, DP 839920.

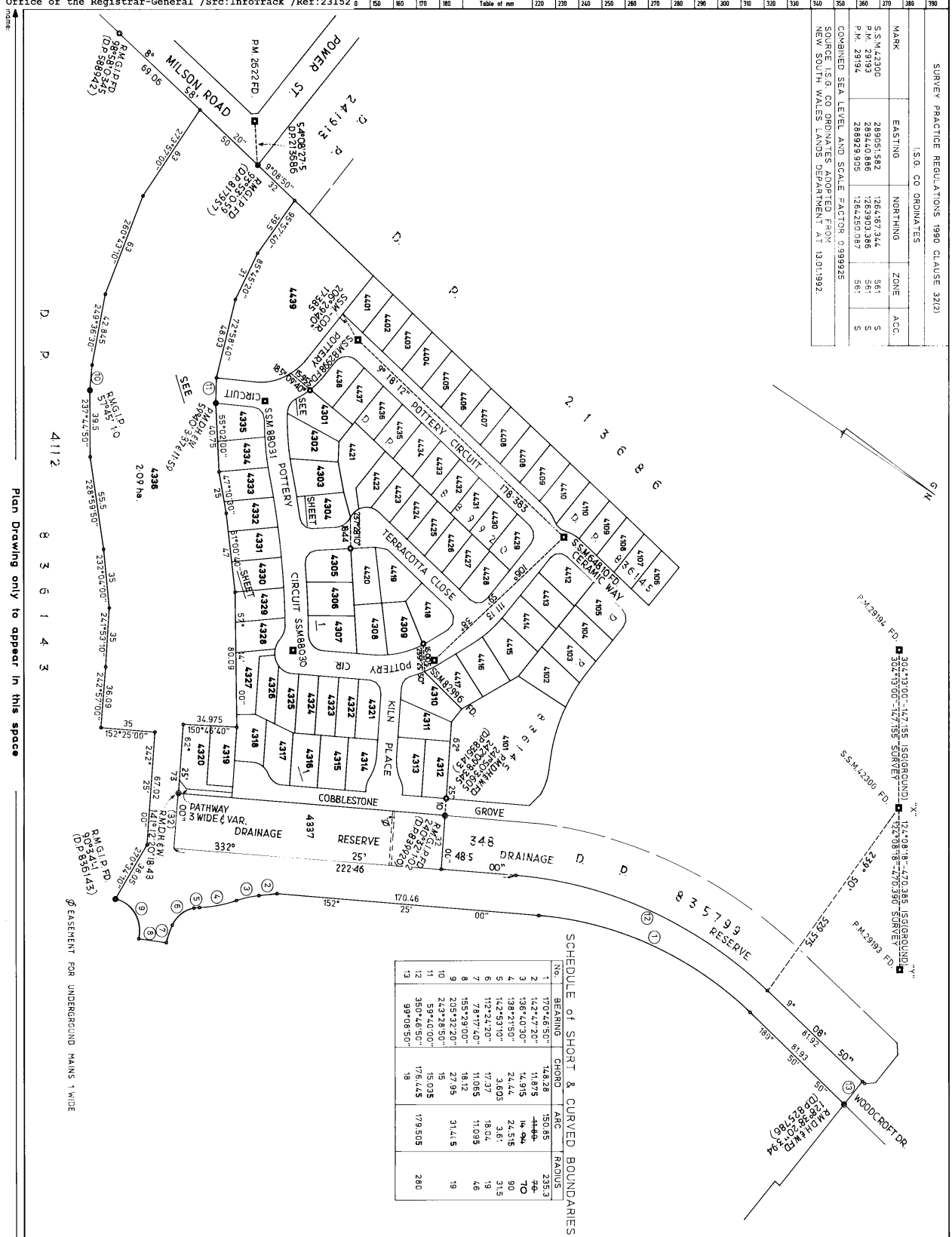
PURSUANT TO SECTION OF THE  
 CONVEYANCING ACT 1919-1964, AS  
 AMENDED, IT IS INTENDED TO CREATE:-  
 1. EASEMENT TO DRAIN WATER 1 WIDE  
 2. EASEMENT TO DRAIN WATER 1 WIDE  
 3. EASEMENT FOR UNDERGROUND MANS 1 W.  
 4. RESTRICTIONS ON THE USE OF LAND  
 5. RESTRICTIONS ON THE USE OF LAND  
 6. RESTRICTIONS ON THE USE OF LAND  
 7. RESTRICTIONS ON THE USE OF LAND

IT IS INTENDED TO DEDICATE KILN PL.  
 CIRCUIT TERRACOTTA CLOSE AND  
 COBBLESTONE GROVE TO THE  
 PUBLIC AND THE SPLAY CORNERS TO THE  
 PUBLIC AND TO CREATE LOT 4337  
 AS DRAINAGE RESERVE

PLAN FORM 3  
 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEY PRACTICE REGULATIONS, 1990 CLAUSE 32(1)			
I.S.G. CO. ORDNATES			
MARK	EASTING	NORTHING	ZONE
S.S.M.42300	289051.582	1261467.344	561
P.M. 29193	289140.886	1263903.886	561
P.M. 29194	288929.905	1264250.087	561
COMBINED SEA LEVEL AND SCALE FACTOR 0.999925			
SOURCE: I.S.G. CO. ORDNATES ADOPTED FROM NEW SOUTH WALES LANDS DEPARTMENT AT 13.01.1992.			



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	17°04'45.50"	148.28	150.85	235.3
2	142°47'20"	118.75	118.75	70
3	136°41'03.00"	14.915	14.915	90
4	138°21'19.00"	24.44	24.515	3.61
5	142°53'10"	3.605	3.61	19
6	112°24'20"	17.37	18.04	4.6
7	78°47'40"	11.065	11.095	19
8	155°49'00"	18.12	18.12	19
9	205°32'20"	27.95	314.5	19
10	243°28'50"	15	15	19
11	59°44'00"	18.025	18.025	19
12	350°48'50"	178.425	178.425	280
13	99°08'50"	18	18	280

OFFICE USE ONLY

DP 840912

Registered 6-7-1994

1-JUNE-1994

Surveyor registered under Statutes Act 1933

This is sheet 2 of the plan of 2

Form used where space is insufficient in any part on Plan Form 2.

Richard Hain 1500

Surveyor's Reference: 5074/S/7

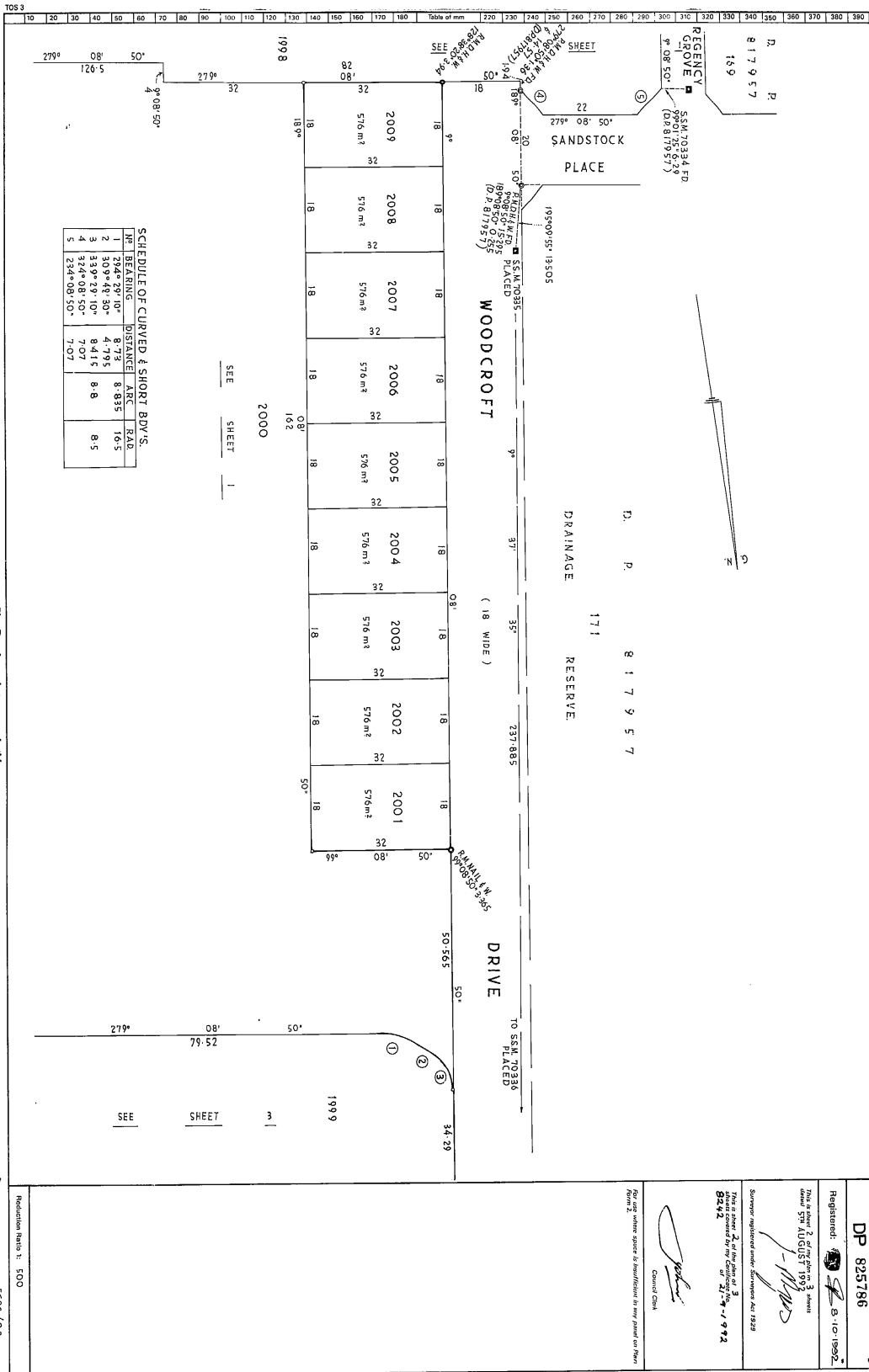


PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



2

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day: 9th October 1992



Reduction Ratio: 1:500  
 SURVEYOR'S REFERENCE: 5622/5.2

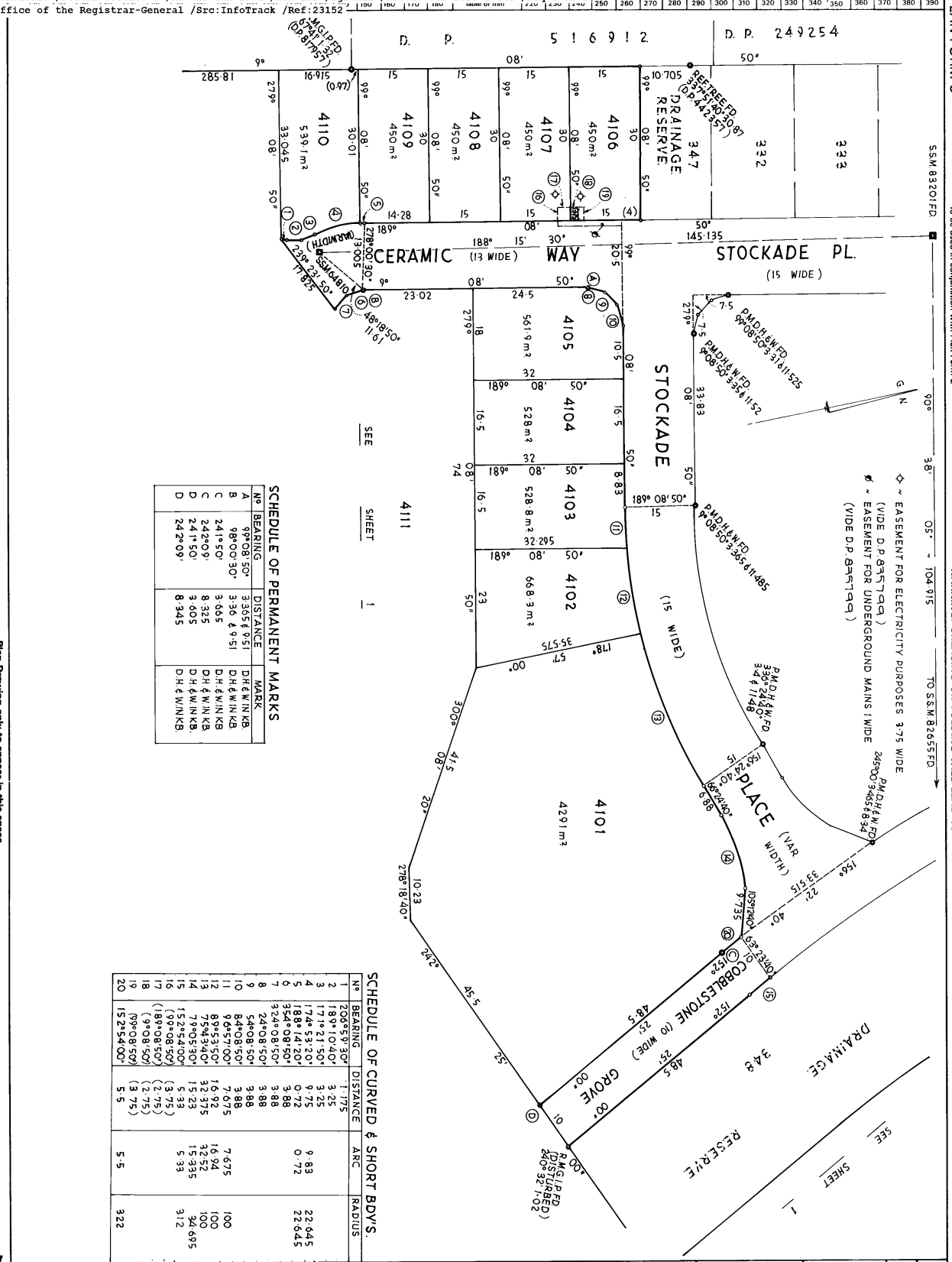
Registered: **DP 825786**  
 Registered: 8/10/1992  
 This is Plan 2 of 3  
 dated 27 AUGUST 1992  
 Surveyor registered under Surveyors Act 1992  
 This is Plan 2 of 3  
 dated 27 AUGUST 1992  
 8242  
 This is Plan 2 of 3  
 dated 27 AUGUST 1992  
 8242  
 Registrar General  
 Causal Data











SCHEDULE OF PERMANENT MARKS

NO	BEARING	DISTANCE	MARK
A	99°08'50"	3.357 & 9.51	DH & WINKB
B	98°00'30"	3.36 & 9.51	DH & WINKB
C	241°50'	3.665	DH & WINKB
C	242°09'	8.325	DH & WINKB
D	241°50'	3.605	DH & WINKB
D	242°09'	8.345	DH & WINKB

SCHEDULE OF CURVED & SHORT BODYS.

NO	BEARING	DISTANCE	ARC	RADIUS
1	206°55'30"	1.175		
2	189°10'40"	3.25		
3	171°21'50"	9.75		
4	174°53'20"	9.75	9.88	22.645
5	188°14'20"	0.72		
6	324°08'50"	3.88		
7	324°08'50"	3.88		
8	24°08'50"	3.88		
9	54°08'50"	3.88		
10	84°08'50"	3.88		
11	96°57'00"	7.675	7.675	100
12	89°53'50"	16.92	16.92	100
13	75°53'40"	32.375	32.375	100
14	79°05'30"	15.23	15.335	34.695
15	152°54'00"	5.53		
16	(180°08'50")	(3.75)		
17	(180°08'50")	(3.75)		
18	(99°08'50")	(9.75)		
19	(99°08'50")	(9.75)		
20	152°54'00"	5.53	5.53	312

Plan Drawing only to appear in this space

Reduction Ratio 1:500  
 SURVEYOR'S REFERENCE: 5624/S3

DP 836143

Registered: *[Signature]*

This is a plan of the land in the name of the Registrar-General dated 15 DECEMBER 1993

Surveyor registered under Section 94A of the Survey Act 1982

This is a plan of the land in the name of the Registrar-General dated 15 DECEMBER 1993

Surveyor registered under Section 94A of the Survey Act 1982

For use where there is a conflict in the plan on Plan Form 2

Consolidation

PLAN FORM 2

SHOWING STAKES AND STATEMENTS OF FINITION TO DEFINE PUBLIC PLACES AND TO DEFINE PUBLIC RESERVES, UTILITIES RESERVES, EASEMENTS, RESTRICTIONS ON THE USE OF LAND OF ANY KIND OR OTHERWISE.

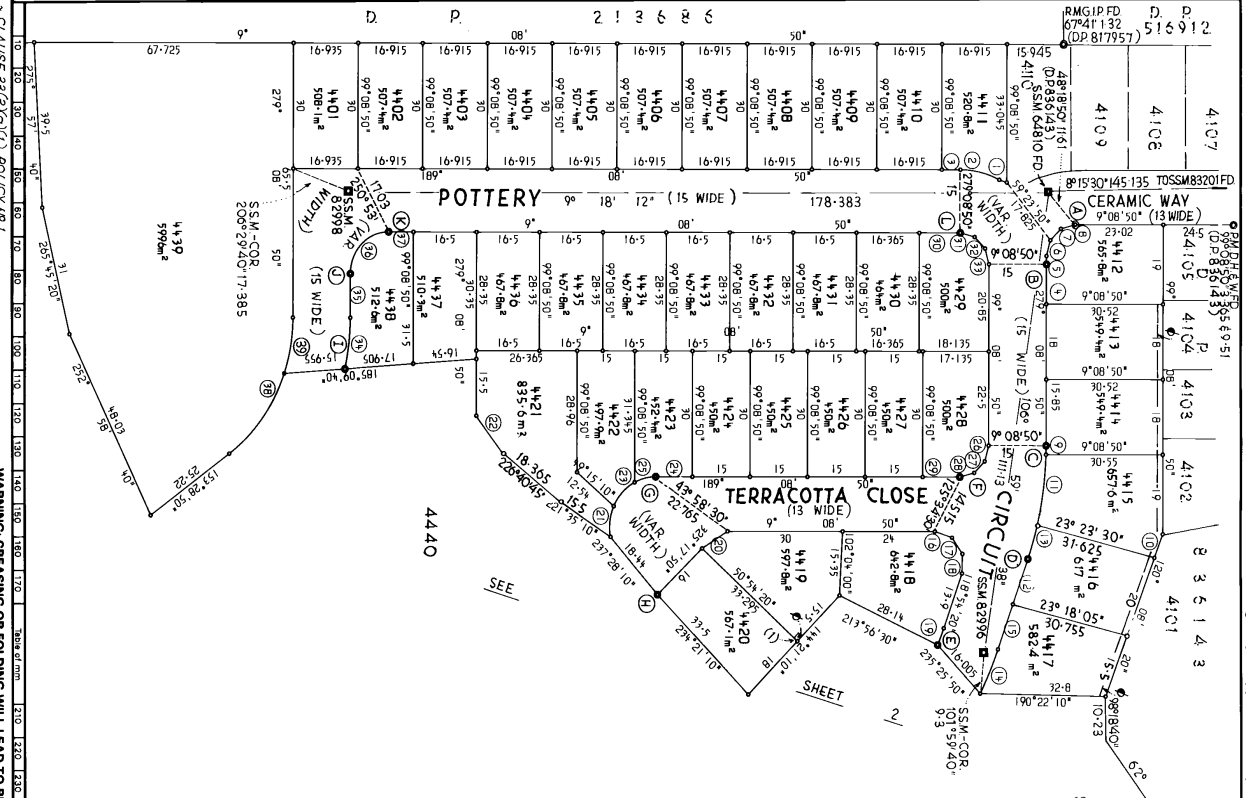
**Council Land Office Approval**  
 Authorised Officer: [Signature]  
 Date: [Date]

**Council Clerk's Certificate**  
 I, the undersigned, Clerk of Council, do hereby certify that the application for the proposed subdivision of the land described in the Schedule hereto, has been approved by the Council of the Municipality of [Municipality Name] on the [Date] of [Month] 19[Year].  
 Council File No. SA-3-87

**Handy early note:**  
 (a) The requirements of the Local Government Act, 1988 (other than sub-section 227(1)(b)) apply to the application for approval of the proposed subdivision of the land described in the Schedule hereto.  
 (b) The part of the certificate to be attached to the application is to be attached to the application in the form of a separate sheet of paper.

**OPERATIONS:**  
 1. Delineate in accordance with the Survey Act 1988.

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



Plan Drawing only to appear in this space

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
1	208° 39' 30"	2.08	10.903	22.5
2	208° 39' 30"	10.91		
3	209° 08' 50"	9.5		
4	209° 08' 50"	3.88		
5	209° 08' 50"	3.88		
6	209° 08' 50"	2.15		
7	324° 08' 50"	3.88		
8	324° 08' 50"	3.88		
9	209° 08' 50"	2.15		
10	120° 08' 20"	6		
11	286° 46' 30"	16.97		
12	286° 46' 30"	11.54		
13	286° 46' 30"	8.43		
14	286° 46' 30"	11.49		
15	286° 51' 20"	11.46		
16	27° 28' 30"	4.71		
17	64° 01' 40"	4.71		
18	100° 38' 40"	4.71		
19	307° 32' 10"	7.773		
20	307° 32' 10"	7.773		
21	240° 36' 55"	12		
22	142° 40' 30"	7.855		
23	142° 40' 30"	9.51		
24	142° 40' 30"	9.51		
25	175° 21' 40"	5.655		
26	114° 08' 50"	3.88		
27	114° 08' 50"	3.88		
28	174° 08' 50"	9.855		
29	9° 08' 50"	10.635		
30	24° 08' 50"	3.88		
31	24° 08' 50"	3.88		
32	54° 08' 50"	12.6		
33	54° 08' 50"	15.4		
34	54° 08' 50"	15.4		
35	9° 08' 50"	6.48		
36	126° 18' 50"	36.155		
37	9° 08' 50"	13.55		
38	288° 54'	13.55		
39	288° 54'	13.55		

SCHEDULE OF PERMANENT MARKS

NO.	BEARING	DISTANCE	MARK	D.P.
A	98° 00' 30"	336.6751	P.M.D.H.&W.	DP 836143
B	9° 08' 50"	3.39 & 11.58	P.M.D.H.&W.	
C	9° 08' 50"	3.43 & 11.53	P.M.D.H.&W.	
D	28° 54' 20"	3.4 & 11.54	P.M.D.H.&W.	
E	200° 19' 50"	11.75	S.S.M. 82296	
F	200° 19' 50"	3.41	P.M.D.H.&W.	
G	279° 08' 50"	4.62 & 8.06	P.M.D.H.&W.	
H	232° 58' 30"	15.756 & 9.34	P.M.D.H.&W.	
I	115° 07' 00"	6.76 & 22.54	P.M.D.H.&W.	
J	19° 04' 30"	3.37 & 11.58	P.M.D.H.&W.	
K	9° 08' 50"	3.34 & 11.5	P.M.D.H.&W.	
L	58° 34' 40"	3.91	P.M.D.H.&W.	
M	58° 34' 40"	12.92	S.S.M. 82298	
N	9° 08' 50"	3.35 & 11.57	P.M.D.H.&W.	

OFFICE USE ONLY

**DP 839920**

Registered: 11.1.6.94

C.A. NO. 8146 OF 26.5.1994

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8260-67.63

Last Plan: DP 836143

**PLAN OF SUBDIVISION OF LOT 4111**

DP 836143

Lengths are in metres. Reduction Ratio 1:800

**EGA BLACKTOWN**

Administrative City: DOONSIDE

Parish: PROSPECT

County: CUMBERLAND

This is sheet 1 of 2 comprising in 2 sheets.

**LEGAL INCENTIVE**  
 A LEGAL INCENTIVE UNDER THE SURVEY ACT 1988 (N.S.W.) HAS BEEN REGISTERED IN THIS PLAN IN ACCORDANCE WITH SECTION 227(1)(B) OF THE SURVEY ACT 1988 (N.S.W.) AND WAS COMPLETED ON 18.11.1994.

**PLANS FOR USE ONLY** for statements of completion of the survey, or for the purpose of defining public reserves, easements, or other restrictions on the use of land or otherwise.

**PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919, 1964 AS AMENDED, THIS INTENDED TO BE CREATED:**

- EASEMENT TO DRAIN WATER 1 WIDE
- RESTRICTIONS ON THE USE OF LAND
- RESTRICTIONS ON THE USE OF LAND
- RESTRICTIONS ON THE USE OF LAND

IT IS INTENDED TO DEDICATE POTTERY, CIRCUICTA, TERRACOTTA CLOSE & THE SPILT CORNERS TO THE PUBLIC AS ROAD.

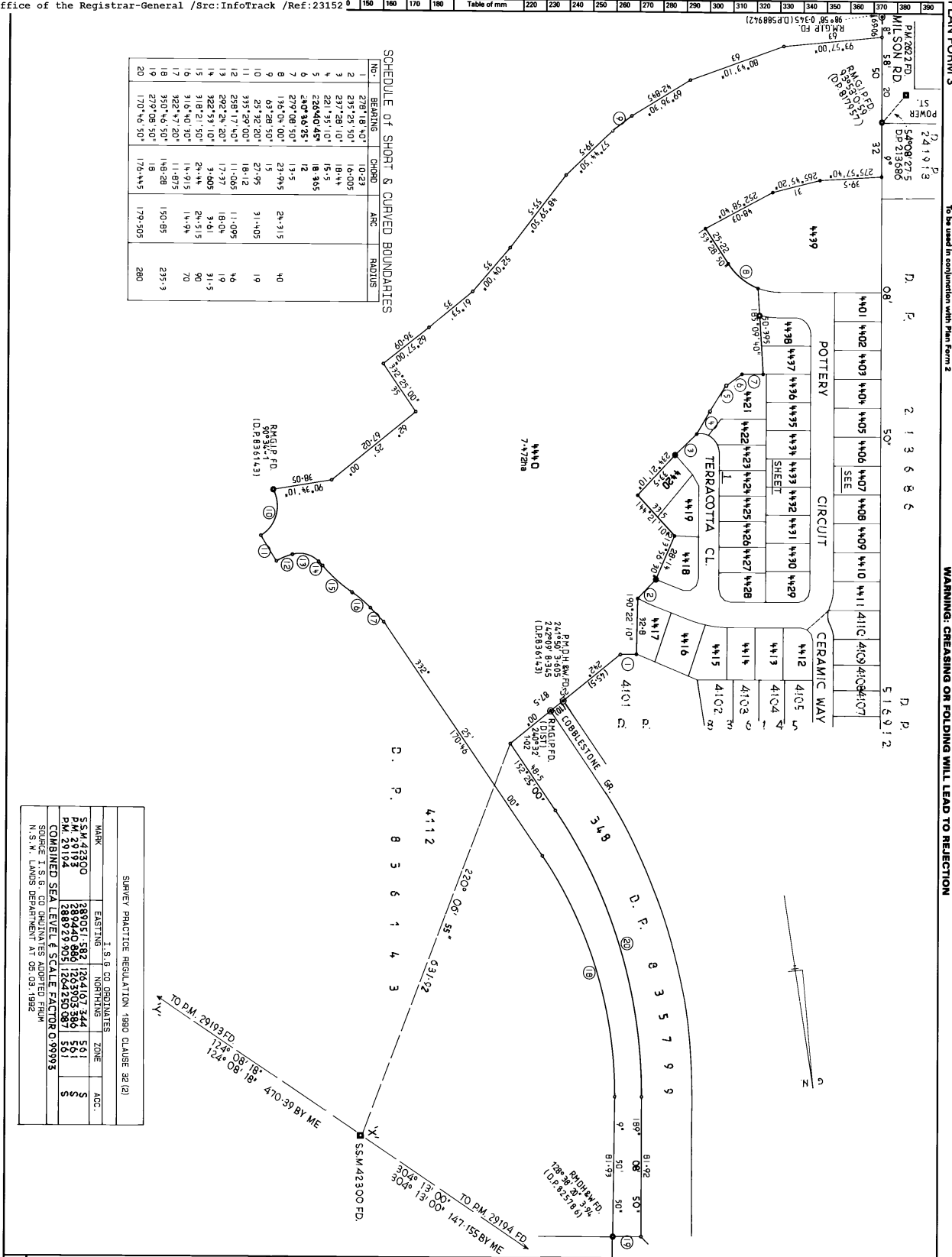
REF. MAP NO. AMENDED.

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING - CREASING OR FOLDING WILL LEAD TO REJECTION

\* OFFICE USE ONLY



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	278°18'40"	10.223		
2	235°25'50"	16.003		
3	237°28'10"	18.444		
4	231°31'14"	15.333		
5	254°01'45"	18.345		
6	207°30'25"	19.45		
7	279°08'50"	23.495		
8	134°01'00"	15	24.315	
9	63°28'50"	15	31.405	
10	25°32'20"	27.05	19	
11	335°29'00"	18.12	11.005	
12	258°17'40"	17.37	18.04	
13	292°24'20"	3.405	31.5	
14	322°53'10"	2.444	70	
15	318°21'50"	1.4715	235.3	
16	316°40'30"	1.4715	235.3	
17	322°47'20"	1.8728	179.505	
18	350°46'50"	1.8728	179.505	
19	279°08'50"	176.445		
20	170°46'50"	179.505	280	

SURVEY PRACTICE REGULATION (1980 CLAUSE 32(2))

MARK	EXISTING	1:5.6 CO-ORDINATES	ZONE	ACC.
S.M. 42300	28051.582	1524.07344	501	2
S.M. 42300	28051.582	1524.07344	501	2
P.M. 29194	28892.908	1264.25089	501	2

COMBINED SEA LEVEL & SCALE FACTOR 0.99993  
 SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM N.S.W. LANDS DEPARTMENT AT 05.03.1992

Registered DP 839920  
 This is sheet 2 of my plan in 2 sheets dated 18TH MARCH 1994  
 Surveyor registered under Surveyors Act 1929  
 This is sheet 2 of my plan in 2 sheets dated 18TH MARCH 1994  
 For use where shown is insufficient in any plan on Plan Form 2  
 Council Clerk  
 Radiation Ratio: 1:500  
 SURVEYOR'S REFERENCE: 5024/57/2/13/28/7  
 SOURCE: 580/10/2/ACD/M/1

Plan Drawing only to appear in this space

**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)

**DP 840912**

Subdivision of Lot 4440  
D.P. 839920  
CA No 8790 of 24.6.1994  
Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

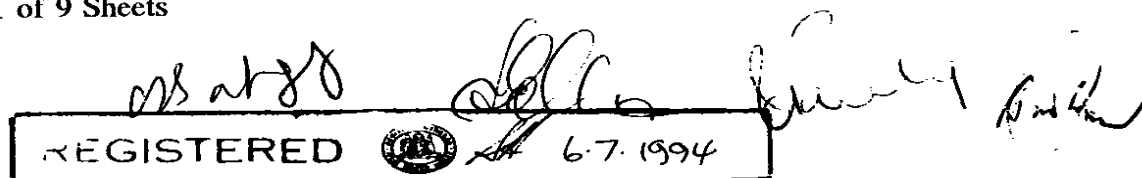
**PART 1**

1. **IDENTITY OF EASEMENT OR  
RESTRICTIONS FIRSTLY  
REFERRED TO IN  
ABOVEMENTIONED PLAN** Easement to Drain Water 1 wide.

**SCHEDULE OF LOTS ETC. AFFECTED**

<b>Lots burdened</b>	<b>Lots, name of road or Authority benefited</b>
Lot 4309	Lots 4419 and 4420 D.P. 839920
Lot 4310	Lots 4412 to 4417 inclusive D.P. 839920
Lot 4311	Lot 4310 and Lots 4412 to 4417 inclusive D.P. 839920
Lot 4312	Lots 4310 and 4311 and Lots 4412 to to 4417 inclusive D.P. 839920
Lot 4316	Lots 4315
Lot 4320	Lot 4319
Lot 4321	Lots 4322 to 4327 inclusive
Lot 4322	Lots 4323 to 4327 inclusive
Lot 4323	Lots 4324 to 4327 inclusive
Lot 4324	Lots 4325 to 4327 inclusive
Lot 4325	Lots 4326 and 4327
Lot 4326	Lot 4327

Sheet 1 of 9 Sheets



**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)

**PLAN**                      **DP 840912**                      Subdivision of Lot 4440  
D.P. 839920

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**                      Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

2.    **IDENTITY OF EASEMENT OR  
RESTRICTIONS SECONDLY  
REFERRED TO IN  
ABOVEMENTIONED PLAN**                      Easement to Drain Water  
1 wide and variable.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened	Lots, name of road or Authority benefited
Lot 4317	Lots 4315, 4316 and 4318


3.    **IDENTITY OF EASEMENT OR  
RESTRICTIONS THIRDLY  
REFERRED TO IN  
ABOVEMENTIONED PLAN**                      Easement for underground  
mains 1 wide.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots Burdened	Lots, name of road or Authority benefited
Lot 4337	Prospect Electricity

Sheet 2 of 9 Sheets

*Wahy*                      *Allen*                      *Emily*                      *[Signature]*

REGISTERED  6.7.1994

**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)

**PLAN**

**DP 840912**

Subdivision of Lot 4440  
D.P. 839920

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

4. **IDENTITY OF RESTRICTIONS  
FOURTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN**

Restrictions on the use of land.

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots burdened

Lots, name of road or Authority benefited

Each lot except lots  
4336 & 4337

Every other lot except  
lots 4336 & 4337

5. **IDENTITY OF RESTRICTIONS  
FIFTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN**

Restrictions on the use of land.

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots burdened

Lots, name of road or Authority benefited

Lots 4301 to 4320 inclusive and  
Lots 4328 to 4335 inclusive.

Every other lot except  
lots 4336 & 4337

6. **IDENTITY OF RESTRICTIONS  
SIXTHLY REFERRED TO  
IN ABOVEMENTIONED PLAN**

Restrictions on the use of land.

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots burdened

Lots, name of road or Authority benefited

Lot 4336

The Council of the City  
of Blacktown

Sheet 3 of 9 Sheets

*US at 88*  
REGISTERED



*6-7-1994*

*John... [Handwritten signatures]*

**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)

**PLAN**                    **DP 840912**                    Subdivision of Lot 4440  
D.P. 839920

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**                    Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

7.    **IDENTITY OF RESTRICTIONS  
SEVENTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN**                    Restrictions on the use of land.

**SCHEDULE OF LOTS ETC, AFFECTED**

Lots burdened	Lots, name of road or Authority benefited
Lots 4301 to 4335 inclusive	The Council of the City of Blacktown


**PART 2**

**TERMS OF EASEMENT FOR UNDERGROUND MAINS 1 WIDE THIRDLY  
REFERRED TO IN ABOVEMENTIONED PLAN**

An easement for the transmission of electricity with full and free right leave liberty and licence for Prospect and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes for the erection construction and placement of the electricity transmission mains wires cables 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 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.

Sheet 4 of 9 Sheets

*Wah Jf*                    *John*                    *Robert*

REGISTERED  6.7.1994

**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)

**PLAN**                      **DP 840912**                      Subdivision of Lot 4440  
D.P. 839920

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**                      Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

**TERMS OF RESTRICTIONS ON THE USE OF LAND FOURTHLY REFERRED  
TO IN ABOVEMENTIONED PLAN**

- (a) No building or buildings shall be erected or be permitted to remain erected 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 fibre 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 fibre 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 except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

- (b) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Landwin Pty Limited and provided that such material or decking shall not have other than a non-reflective surface.
- (c) No building shall be erected on each lot burdened having a roof of corrugated iron.
- (d) No paling fence shall be erected on each lot burdened and as to what constitutes a paling fence shall be determined by Landwin Pty Limited and its decision shall be final and binding on the Registered Proprietor of each lot burdened, provided however, that for the purpose of this provision, a lapped capped and stained timber fence or a lapped and capped treated pine fence shall not be deemed to be a paling fence.

Sheet 5 of 9 Sheets

*Wahlg*

*Wahlg*

*Wahlg*

REGISTERED  6.7.1994

**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)

**PLAN**                      **DP 840912**                      Subdivision of Lot 4440  
D.P. 839920


**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**                      Landwin Pty Limited  
Level 2, 242 Baccroft Road  
Epping

- (e) No fence exceeding 0.8 metres in height shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the responsible Shire Municipal or City Council provided that in the case of a corner lot this restriction shall only apply to one street frontage.
- (f) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened except that which may be required for display home advertising without the prior written consent of Landwin Pty Limited and Landwin Pty Limited shall have the right to remove any such advertising hoarding sign or matter without notice.
- (g) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landwin Pty Limited without the consent of Landwin Pty Limited but such consent shall not be withheld if such fence is erected without expense to Landwin Pty Limited provided that this Restriction shall remain in force only during such time as Landwin Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (h) 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.
- (i) In these restrictions as to user:

"Landwin Pty Limited" shall mean Landwin Pty Limited its successors nominees or assigns other than purchasers on sale.

"the Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

Sheet 6 of 9 Sheets

*Wahyk*                      *Wahyk*                      *Wahyk*  
**REGISTERED**                                            *6.7.1994*

**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)

**PLAN** DP 840912

Subdivision of Lot 4440  
D.P. 839920

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

- (j) The person having the right to release, vary or modify these restrictions is Landwin Pty Limited for such period as it is the Registered Proprietor of any land in the Plan or for the period of Five years from the date of registration of the plan whichever is the later.

**TERMS OF RESTRICTIONS ON THE USE OF LAND FIFTHLY REFERRED TO  
IN ABOVEMENTIONED PLAN**

- (a) Except in the case of attached dwellings, no main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 115 square metres exclusive of car accommodation, external landings and patios.
- (b) 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.
- (c) In these restrictions as to user:


"Landwin Pty Limited" shall mean Landwin Pty Limited its successors nominees or assigns other than purchasers on sale.

"the Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

- (d) The person having the right to release, vary or modify these restrictions is Landwin Pty Limited for such period as it is the Registered Proprietor of any land in the Plan or for the period of Five years from the date of registration of the plan whichever is the later.

Sheet 7 of 9 Sheets

*[Handwritten signatures]*

REGISTERED  6.7.1994

**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)

**PLAN** DP 840912

Subdivision of Lot 4440  
D.P. 839920

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

**TERMS OF RESTRICTIONS ON THE USE OF LAND SIXTHLY REFERRED TO  
IN ABOVEMENTIONED PLAN**

No building or development shall be permitted on the land hereby burdened without the written approval of the Council of the City of Blacktown or until such land has been resubdivided.

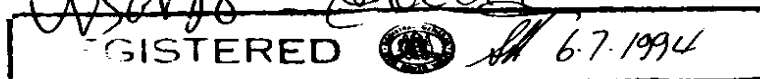
**TERMS OF RESTRICTIONS ON THE USE OF LAND SEVENTHLY REFERRED  
TO IN ABOVEMENTIONED PLAN**

No buildings shall be erected on any burdened lot unless that lot has been filled to the satisfaction of the Council of the City of Blacktown and no building shall be erected on such lot unless constructed on pier and beam footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY  
TERMS OF EASEMENTS AND RESTRICTIONS FIRSTLY, SECONDLY,  
SIXTHLY & SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

The Council of the City of Blacktown.

Sheet 8 of 9 Sheets



**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)

**PLAN** DP 840912

Subdivision of Lot 4440  
D.P. 839920

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY  
TERMS OF EASEMENT THIRDLY REFERRED TO IN ABOVEMENTIONED  
PLAN**

Prospect Electricity.



The Common Seal of Landwin Pty Ltd )  
was hereunto affixed this 3<sup>rd</sup> day )  
of July, 1994 by the authority )  
of the Board of Directors in the )  
presence of

SECRETARY [Signature]  
[Signature]  
DIRECTOR

[Signature]  
General Manager  
Blacktown City Council

EXECUTED BY ANALED PTY LIMITED by being signed  
sealed and delivered by its Attorney Ian Macleay Ellery  
(who certifies that he is the Acting Manager, Securities  
in the New South Wales Division of Esanda Finance  
Corporation Limited) pursuant to Power of Attorney registered  
No. 131 Book 3701 in the presence  
of-

EXECUTED BY ESANDA FINANCE CORPORATION  
LIMITED A.C.N. 004 346 043 by being signed, sealed and  
delivered by its Attorney Ian Macleay Ellery  
(who certifies that he is the Acting Manager, Securities  
in the New South Wales Division of Esanda Finance  
Corporation Limited) pursuant to Power of Attorney registered  
No. 667 Book 3685, in the presence of:

Sheet 9 of 9 Sheets  
[Signature]  
[Signature]  
Christina Shiranthi Sabanayagam  
C/- 116 Miller St, Nth Sydney  
Finance Officer

[Signature]  
[Signature]  
Christina Shiranthi Sabanayagam  
C/- 116 Miller St, Nth Sydney  
Finance Officer

REGISTERED [Stamp] 6.7.1994



RP 13A

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

Notes (k) and (l)

The Transferor hereby covenants with

SCHEDULE TWO HEREINBEFORE REFERRED TO

Notes (m) and (l)  
Also complete  
instrument panel on  
front of form

*J. Liffman*  
COMMERCIAL PROPERTY MANAGER  
AS DELEGATE OF MINISTER FOR  
PUBLIC WORKS

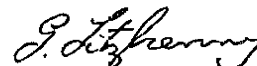
RP 13A

SCHEDULE THREE HEREINBEFORE REFERRED TO

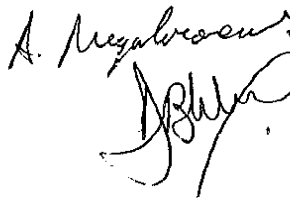
Notes (n) and (l) The Transferee hereby covenants with the Transferor as follows:

The Transferee so as to bind itself, its personal representatives and its assigns as well as the land hereby transferred and the successive owners thereof DOES HEREBY COVENANT with the Transferor, its personal representatives and assigns (other than purchasers on sale) that, during the ownership of any adjoining land by the Transferor, its personal representatives and assigns (other than purchasers on sale) no fence shall be erected on the land hereby transferred to be divided from any adjoining land without the consent of the Transferor, its personal representatives or assigns but such consent shall not be withheld and need not be applied for or obtained in respect of any fence erected without expense to the Transferor, its personal representatives or assigns (other than a purchaser on sale from the Transferor, its personal representatives or assigns) AND IT IS HEREBY AGREED AND DECLARED that:

1. the land which the benefit of the foregoing covenant is intended to be appurtenant is lot 1 in Deposited Plan 786901;
2. the land which is subject to the burden of the covenant is the land hereby transferred; and
3. the person by whom the said covenant may be released, varied or modified is the Transferor.



COMMERCIAL PROPERTY MANAGER  
AS DELEGATE OF MINISTER FOR  
PUBLIC WORKS



RP 13A

**INSTRUCTIONS FOR COMPLETION**

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land.
  - (i) **TORRENS TITLE REFERENCE**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
  - (ii) **PART/WHOLE**—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, etc. See also sections 327 and 327AA of the Local Government Act, 1919.
  - (iii) **LOCATION**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Roue.
- (b) **Tenement panel**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 8514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.
- (c) Show the full name, address and occupation or description.
- (d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.
- (e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.
- (f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or leasee is furnished) and of any writ recorded in the Register.
- (g) Delete whichever words are inappropriate.
- (h) **Execution.**
  - GENERALLY** (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
  - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer; each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
  - ATTORNEY** (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. . . . and I declare that I have no notice of the revocation of the said power of attorney".
  - AUTHORITY** (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
  - CORPORATION** (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (j) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbte for probate, L/A for letters of administration, &c.
- (k) State the nature of the easement (see, e.g., section 1B1A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.
- (l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.
- (m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.
- (n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

DIRECTION: PROP		FIRST SCHEDULE DIRECTIONS				
No. OF NAMES:						
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) I	(E)	NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS						
(F)	FOLIO IDENTIFIER (OR RECD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I)	DEALING NUMBER	(K) DETAILS

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  
(ENCLOSURES ARE IN METRES)

PLAN DP825786

Subdivision of Lot 173 D.P. 817957

FILE NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND

Landwin Pty Limited  
Level 2, 240 Beecroft Road  
EPPING NSW 2121

TERMS OF RESTRICTIONS ON THE USE OF LAND SECONDLY REFERRED TO IN ABOVE-MENTIONED PLAN

No building or development shall be permitted on the land hereby burdened without the written approval of the Council of the City of Blacktown or until such land has been resubdivided in conjunction with adjoining land.

NAME OF PERSONS OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY TERMS OF RESTRICTIONS SECONDLY REFERRED TO IN ABOVE-MENTIONED PLAN

The Council of the City of Blacktown

The Common Seal of Landwin Pty Ltd )  
was hereunto attixed this day of )  
by the authority of the )  
Board of Directors in the presence )  
of )



*[Signature]*  
DIRECTOR

*[Signature]*  
Town Clerk

EXECUTED BY ANAHEA PTY LIMITED by being signed  
by its duly authorised officer, the Attorney  
(who certifies that he is the Attorney  
in the New South Wales Division of Estate Finance  
Corporation Limited pursuant to Power of Attorney registered  
No. 131 Book 3701 in the presence of -

*[Signature]*  
Valuer-in-Chief  
Cl. 66 Pitt St. Sydney  
Finance Office

Sheet 3 of 3 Sheets

EXECUTED BY ISANBA FINANCE CORPORATION  
LIMITED by being signed sealed and delivered by its Attorney  
at Law, M. J. C. J. (who certifies that he is the  
Attorney at Law in the New South Wales Division of  
Estate Finance Corporation Limited pursuant  
to Power of Attorney registered No. 887, Book 3885, in the  
presence of -

*[Signature]*  
Valuer-in-Chief  
Cl. 66 Pitt St. Sydney  
Finance Office

REGISTERED 8.10.1992

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 9th October 1992

10 20 30 40 50 60 70 Table of mm 110 120 130 140



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)

PLAN DP825786

Subdivision of Lot 173 D.P. 817957

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

Landwin Pty Limited  
Level 2, 240 Beecroft Road  
EPPING NSW 2121

PART 1

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened  
Lots, name of road or Authority benefited  
Each lot except Every other lot except Lots 1998, 1999 and 2000 and 2000

2. IDENTITY OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened  
Lots, name of road or Authority benefited  
Lots 1998 to 2000 inclusive The Council of the City of Blacktown

PART TWO

TERMS OF RESTRICTIONS ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

- (a) No building or buildings shall be erected or be permitted to remain erected 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 fibre 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 fibre 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 except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.
- (b) Except in the case of attached dwellings, no main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 115 square metres exclusive of car accommodation, external landings and patios.
- (c) Not more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than for residential or display home purposes.

Sheet 1 of 3 Sheets

*Handwritten signature*

REGISTERED 8.10.1992

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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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)

PLAN DP825786

Subdivision of Lot 173 D.P. 817957

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

Landwin Pty Limited  
Level 2, 240 Beecroft Road  
EPPING NSW 2121

PART 1

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

(d) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibre cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Landwin Pty Limited and provided that such material or decking shall not have other than a non-reflective surface.

2. IDENTITY OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

(e) No building shall be erected on each lot burdened having a roof of corrugated iron.

3. IDENTITY OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

(f) No paling fence shall be erected on each lot burdened and as to what constitutes a paling fence shall be determined by Landwin Pty Limited and its decision shall be final and binding on the Registered Proprietor of each lot burdened, provided however, that for the purpose of this provision, a lapped capped and stained timber fence or a lapped and capped treated pine fence shall not be deemed to be a paling fence.

4. IDENTITY OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

(g) No fence exceeding 0.8 metres in height shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the responsible Shire Municipal or City Council, provided that in the case of a corner lot this restriction shall only apply to one street frontage.

5. IDENTITY OF EASEMENT OR RESTRICTION FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

(h) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened except that which may be required for display home advertising without the prior written consent of Landwin Pty Limited and Landwin Pty Limited shall have the right to remove any such advertising hoarding sign or matter without notice.

6. IDENTITY OF EASEMENT OR RESTRICTION SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

(i) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landwin Pty Limited without the consent of Landwin Pty Limited but such consent shall not be withheld if such fence is erected without expense to Landwin Pty Limited provided that this Restriction shall remain in force only during such time as Landwin Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.

7. IDENTITY OF EASEMENT OR RESTRICTION SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

(j) 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.

(k) In these restrictions as to user:  
"Landwin Pty Limited" shall mean Landwin Pty Limited its successors nominees or assigns other than purchasers on sale.  
"the Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

(l) The person having the right to release, vary or modify these restrictions is Landwin Pty Limited for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the plan whichever is the later.

Sheet 2 of 3 Sheets

*Handwritten signature*

REGISTERED 8.10.1992

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 9th October 1992



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919

(LENGTHS ARE IN METRES)

PLAN **DP 835799** Subdivision of Lot 1998  
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND  
Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

PART 1

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN  
Easement to drain water 1 wide and variable

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened  
Lots, name of road or Authority benefited

Lot 301  
Lot 302  
Lot 303  
Lot 305  
Lot 306  
Lot 307  
Lot 326

Lots 302 to 304 inclusive  
Lots 303 & 304  
Lot 304  
Lots 306 to 308 inclusive  
Lots 307 & 308  
Lot 308  
Lot 327

2. IDENTITY OF EASEMENT OR RESTRICTIONS SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN  
Easement for underground mains 1 wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened  
Lots, name of road or Authority benefited

Prospect Electricity

Sheet 1 of 8 Sheets



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919

(LENGTHS ARE IN METRES)

PLAN **DP 835799** Subdivision of Lot 1998  
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND  
Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

3. IDENTITY OF EASEMENT OR RESTRICTIONS THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN  
Easement for Electricity Purposes 3.75 wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened  
Lots, name of road or Authority benefited

Lot 346  
Prospect Electricity

4. IDENTITY OF EASEMENT OR RESTRICTIONS FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN  
Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened  
Lots, name of road or Authority benefited

Each lot except lots 346, 347, 348 & 349  
Every other lot except lots 346, 347, 348 & 349

5. IDENTITY OF EASEMENT OR RESTRICTIONS FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN  
Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened  
Lots, name of road or Authority benefited

Lots 332 & 346  
The Council of the City of Blacktown

Sheet 2 of 8 Sheets



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)

PLAN DP 83 57 9 9 Subdivision of Lot 1998  
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND  
Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

6. IDENTITY OF EASEMENT OR RESTRICTIONS SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened Lots, name of road or Authority benefited  
Lots 346 & 349 The Council of the City of Blacktown

7. IDENTITY OF EASEMENT OR RESTRICTIONS SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened Lots, name of road or Authority benefited  
Lots 301 to 334 inclusive The Council of the City of Blacktown

TERMS OF EASEMENT FOR UNDERGROUND MAINS 1 WIDE SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

An easement for the transmission of electricity with full and free right to have liberty and licence for Prospect Electricity and its successors to erect, construct, place, repair, renew, maintain, use and remove underground electricity transmission mains wires cables and ancillary works under the transmission of electricity and for purposes incidental thereto 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 cables 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

Sheet 3 of 8 Sheets

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)

PLAN DP 83 57 9 9 Subdivision of Lot 1998  
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND  
Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

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 the Registered Proprietor for the time being of the land thereby 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 forms of construction affecting the surface, under-surface or subsoil thereof without Prospect Electricity's permission in writing being first had and obtained PROVIDED that anything permitted by Prospect Electricity under the foregoing Covenant shall be executed in all respects in accordance with the reasonable requirements of Prospect Electricity and to the reasonable satisfaction of the Engineer of Prospect Electricity for the time being.

TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 3.75 WIDE THIRDLY REFERRED TO IN ABOVEMENTIONED 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 Electricity 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 Electricity 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.

TERMS OF RESTRICTIONS ON THE USE OF LAND FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

(a) No building or buildings shall be erected or be permitted to remain erected 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 fibre 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.

Sheet 4 of 8 Sheets

**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)

PLAN DP835799

Subdivision of Lot 1998  
D.P. 825786

**FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND**

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

Timber and/or fibre 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 except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

(b) Except in the case of attached dwellings, no main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 115 square metres exclusive of car accommodation, external landings and patios.

(c) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Landwin Pty Limited and provided that such material or decking shall not have other than a non-reflective surface.

(d) No building shall be erected on each lot burdened having a roof of corrugated iron.

(e) No paling fence shall be erected on each lot burdened and as to what constitutes a paling fence shall be determined by Landwin Pty Limited and its decision shall be final and binding on the Registered Proprietor of each lot burdened, provided however, that for the purpose of this provision, a lapped capped and stained timber fence or a lapped and capped treated pine fence shall not be deemed to be a paling fence.

(f) No fence exceeding 0.8 metres in height shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the responsible Shire Municipal or City Council provided that in the case of a corner lot this restriction shall only apply to one street frontage.

**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)

PLAN DP835799

Subdivision of Lot 1998  
D.P. 825786

**FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND**

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

(g) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened except that which may be required for display home advertising without the prior written consent of Landwin Pty Limited and Landwin Pty Limited shall have the right to remove any such advertising hoarding sign or matter without notice.

(h) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landwin Pty Limited without the consent of Landwin Pty Limited but such consent shall not be withheld if such fence is erected without expense to Landwin Pty Limited provided that this Restriction shall remain in force only during such time as Landwin Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.

(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) In these restrictions as to user:

"Landwin Pty Limited" shall mean Landwin Pty Limited its successors nominees or assigns other than purchasers on sale.

"the Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

(k) The person having the right to release, vary or modify these restrictions is Landwin Pty Limited for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the plan whichever is the later.

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)

PLAN CP 835799

Subdivision of Lot 1998  
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

TERMS OF RESTRICTIONS ON THE USE OF LAND FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN

No fence shall be erected on each lot burdened to divide it from any adjoining land which is to be created as Public Reserve or Drainage Reserve without the consent of the Council of the City of Blacktown but such consent shall not be withheld if such fence is erected without expense to the Council of the City of Blacktown and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns and all successive owners and assigns of each lot burdened only during the ownership of the said adjoining land by the Council of the City of Blacktown.

TERMS OF RESTRICTIONS ON THE USE OF LAND SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN

No building or development shall be permitted on the land hereby burdened without the written approval of the Council of the City of Blacktown or until such land has been resubdivided.

TERMS OF RESTRICTIONS ON THE USE OF LAND SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

No buildings shall be erected on any burdened lot unless that lot has been filled to the satisfaction of the Council of the City of Blacktown and no building shall be erected on such lot unless constructed on pier and beam footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

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)

PLAN CP 835799

Subdivision of Lot 1998  
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

NAME OF AUTHORITY EMPowered TO RELEASE VARY OR MODIFY TERMS OF EASEMENTS AND RESTRICTIONS FIRSTLY FIFTHLY, SIXTHLY AND SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

The Council of the City of Blacktown

NAME OF AUTHORITY EMPowered TO RELEASE VARY OR MODIFY TERMS OF EASEMENTS SECONDLY AND THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

Prospect Electricity

The Common Seal of Landwin Pty Ltd )  
was hereunto affixed this 17th day of )  
Dec, 1993 by the authority of the )  
Board of Directors in the presence )  
of )



*Michael Williams*  
MICHAEL WILLIAMS

.....  
General Manager  
Blacktown City Council

**EXECUTED BY ISANDA FINANCE CORPORATION LIMITED** by being signed sealed and delivered by its Attorney MICHAEL WILLIAMS (who certifies that he is the MANAGER SEQUITUR in the New South Wales Division of Isanda Finance Corporation Limited) pursuant to Power of Attorney registered No. 867, Book 3685, in the presence of -

Donna Marie Collins  
C/- 116 Miller St, Nth Sydney  
Finance Officer

*Donna Marie Collins*  
Donna Marie Collins  
C/- 116 Miller St, Nth Sydney  
Finance Officer

**EXECUTED BY ANVALD PTY LIMITED** by being signed sealed and delivered by its Attorney MICHAEL WILLIAMS (who certifies that he is the MANAGER SEQUITUR in the New South Wales Division of Anvald Corporation Limited) pursuant to Power of Attorney registered No. 131 Book 3701 in the presence of -

Donna Marie Collins  
C/- 116 Miller St, Nth Sydney  
Finance Officer

*Donna Marie Collins*  
Donna Marie Collins  
C/- 116 Miller St, Nth Sydney  
Finance Officer

*Michael Williams*  
*Donna Marie Collins*

REGISTERED  20.12.1993

**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)

**PLAN DP 836143**

**FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND**  
Subdivision of Lots 346 & 349 D.P. 835795  
Landwin Pty Limited  
Level 2, 240 Beecroft Road  
Epping

**1. IDENTITY OF RESTRICTIONS FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN**

**PART 1**

Restrictions on the use of land.

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots burdened  
Lots, name of road or Authority benefited  
Each lot except  
Lots 4101, 4111 and 4112  
Every other lot except  
Lots 4101, 4111 and 4112

**2. IDENTITY OF RESTRICTIONS SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN**

Restrictions on the use of land.

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots burdened  
Lots, name of road or Authority benefited  
Lots 4101, 4111 & 4112  
The Council of the City of Blacktown.

**3. IDENTITY OF RESTRICTIONS THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN**

Restrictions on the use of land.

**SCHEDULE OF LOTS ETC. AFFECTED**

lots burdened  
Lots, name of road or Authority benefited  
Lot 4106  
The Council of the City of Blacktown.

Sheet 1 of 5 Sheets



*[Signature]*

**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)

**PLAN DP 836143**

**FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND**  
Subdivision of Lots 346 & 349 D.P. 835795  
Landwin Pty Limited  
Level 2, 240 Beecroft Road  
Epping

**4. IDENTITY OF RESTRICTIONS FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

Restrictions on the use of land.

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots burdened  
Lots, name of road or Authority benefited  
Lots 4101, 4102 & 4103  
The Council of the City of Blacktown

**TERMS OF RESTRICTIONS ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN**

**PART 2**

(a) No building or buildings shall be erected or be permitted to remain erected 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 fibre 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 fibre 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 except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

(b) Except in the case of attached dwellings, no main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 115 square metres exclusive of car accommodation, external landings and patios.

Sheet 2 of 5 Sheets



*[Signature]*

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

DP 836143

(LENGTHS ARE IN METRES)

PLAN

Subdivision of Lots 346 & 349 D.P. 835799

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND  
Landwin Pty Limited  
Level 2, 240 Beecroft Road  
Epping

(c) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibre cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Landwin Pty Limited and provided that such material or decking shall not have other than a non-reflective surface.

(d) No building shall be erected on each lot burdened having a roof of corrugated iron.

(e) No paling fence shall be erected on each lot burdened and as to what constitutes a paling fence shall be determined by Landwin Pty Limited and its decision shall be final and binding on the Registered Proprietor of each lot burdened, provided however, that for the purpose of this provision, a lapped capped and stained timber fence or a lapped and capped treated pine fence shall not be deemed to be a paling fence.

(f) No fence exceeding 0.8 metres in height shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the responsible Shire Municipal or City Council provided that in the case of a corner lot this restriction shall only apply to one street frontage.

(g) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened except that which may be required for display home advertising without the prior written consent of Landwin Pty Limited and Landwin Pty Limited shall have the right to remove any such advertising hoarding sign or matter without notice.

(h) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landwin Pty Limited without the consent of Landwin Pty Limited but such consent shall not be withheld if such fence is erected without expense to Landwin Pty Limited provided that this Restriction shall remain in force only during such time as Landwin Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.

(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.



*Handwritten signature and 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

DP 836143

(LENGTHS ARE IN METRES)

PLAN

Subdivision of Lots 346 & 349 D.P. 835799

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND  
Landwin Pty Limited  
Level 2, 240 Beecroft Road  
Epping

(j) In these restrictions as to user:

"Landwin Pty Limited" shall mean Landwin Pty Limited its successors nominees or assigns other than purchasers on sale.

"the Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

(k) The person having the right to release, vary or modify these restrictions is Landwin Pty Limited for such period as it is the Registered Proprietor of any land in the Plan or for the period of Five years from the date of registration of the plan whichever is the later.

TERMS OF RESTRICTIONS ON THE USE OF LAND SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

No building or development shall be permitted on the land hereby burdened without the written approval of the Council of the City of Blacktown or until such land has been resubdivided.

TERMS OF RESTRICTIONS 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 which is to be created as Public Reserve or Drainage Reserve without the consent of the Council of the City of Blacktown but such consent shall not be withheld if such fence is erected without expense to the Council of the City of Blacktown and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns and all successive owners and assigns of each lot burdened only during the ownership of the said adjoining land by the Council of the City of Blacktown.



*Handwritten signature and initials*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919

(LENGTHS ARE IN METRES)

Sheet 5 of 5 sheets DP 836143

Subdivision of Lots 346 & 349 D.P. 835799

Landwin Pty Limited  
Level 2, 240 Beecroft Road  
Epping

TERMS OF RESTRICTIONS ON THE USE OF LAND FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

No buildings shall be erected on any burdened lot unless that lot has been filled to the satisfaction of the Council of the City of Blacktown and no building shall be erected on such lot unless constructed on pier and beam footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

NAME OF AUTHORITY EMPowered TO RELEASE VARY OR MODIFY TERMS OF EASEMENTS AND RESTRICTIONS SECONDLY, THIRDLY AND FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

The Council of the City of Blacktown.

The Common Seal of Landwin Pty Ltd )  
was hereunto affixed this 2nd day )  
of January, 1993 by the authority )  
of the Board of Directors in the )  
presence of )

AMC



*[Signature]*  
Director

*[Signature]*  
Secretary

General Manager

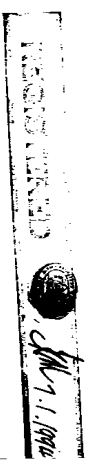
Blacktown City Council

**EXECUTED BY SANDRA FINANCE CORPORATION LIMITED** by being signed sealed and delivered by its Attorney MICHAEL WILLIAMS (who certifies that he is the MANAGER SEQUITUR in the New South Wales Division of Sanda Finance Corporation Limited) pursuant to Power of Attorney registered No. 867, Book 3655, in the presence of -

*[Signature]*  
Linda Anne Williams  
C/- 116 Miller St, Nth Sydney  
Finance Officer

**EXECUTED BY ANVALED PTY LIMITED** by being signed sealed and delivered by its Attorney MICHAEL WILLIAMS (who certifies that he is the MANAGER SEQUITUR in the New South Wales Division of Sanda Finance Corporation Limited) pursuant to Power of Attorney registered No. 131 Book 3701 in the presence of -

*[Signature]*  
Linda Anne Williams  
C/- 116 Miller St, Nth Sydney  
Finance Officer



**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)

**PLAN**

**DP 839920**

Subdivision of Lot 4111  
D.P. 836143

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

**PART 1**

1. **IDENTITY OF EASEMENT OR  
RESTRICTIONS FIRSTLY  
REFERRED TO IN  
ABOVEMENTIONED PLAN** Easement to Drain Water 1 wide.

**SCHEDULE OF LOTS ETC. AFFECTED**

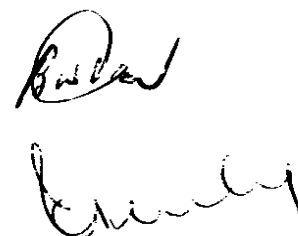
<b>Lots burdened</b>	<b>Lots, name of road or Authority benefited</b>
Lot 4413	Lot 4412
Lot 4414	Lots 4412 & 4413
Lot 4415	Lots 4412 to 4414 incl.
Lot 4416	Lots 4412 to 4415 incl.
Lot 4417	Lots 4412 to 4416 incl.
Lot 4419	Lot 4420

2. **IDENTITY OF RESTRICTIONS  
SECONDLY REFERRED TO IN  
ABOVEMENTIONED PLAN** Restrictions on the use of land.

**SCHEDULE OF LOTS ETC. AFFECTED**

<b>Lots burdened</b>	<b>Lots, name of road or Authority benefited</b>
Each lot except lots 4439 & 4440	Every other lot except lots 4439 & 4440

Sheet 1 of 5 Sheets

Two handwritten signatures in black ink are located in the bottom right corner of the page. The top signature is a cursive name, possibly 'Bullock', and the bottom signature is another cursive name, possibly 'Brennan'.

**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)

**PLAN**

**DP 839920**

Subdivision of Lot 4111  
D.P. 836143

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

3. **IDENTITY OF RESTRICTIONS  
THIRDLY REFERRED TO IN  
ABOVEMENTIONED PLAN**

Restrictions on the use of land.

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots burdened

Lots, name of road or Authority benefited

Lots 4439 & 4440

The Council of the City of  
Blacktown.

4. **IDENTITY OF RESTRICTIONS  
FOURTHLY REFERRED TO  
IN ABOVEMENTIONED PLAN**

Restrictions on the use of land.

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots burdened

Lots, name of road or  
Authority benefited

Lots 4401, 4404, 4416 to 4428 incl.  
and 4435 to 4438 incl.

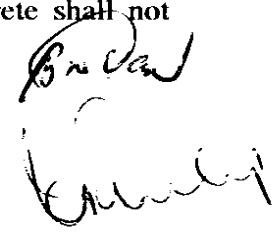
The Council of the City  
of Blacktown

**PART 2**

**TERMS OF RESTRICTIONS ON THE USE OF LAND SECONDLY REFERRED  
TO IN ABOVEMENTIONED PLAN**

- (a) No building or buildings shall be erected or be permitted to remain erected 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 fibre 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.

Sheet 2 of 5 Sheets



**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)

**PLAN**

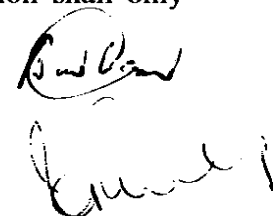
**DP 839920**

Subdivision of Lot 4111  
D.P. 836143

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

- Timber and/or fibre 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 except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.
- (b) Except in the case of attached dwellings, no main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 115 square metres exclusive of car accommodation, external landings and patios.
- (c) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Landwin Pty Limited and provided that such material or decking shall not have other than a non-reflective surface.
- (d) No building shall be erected on each lot burdened having a roof of corrugated iron.
- (e) No paling fence shall be erected on each lot burdened and as to what constitutes a paling fence shall be determined by Landwin Pty Limited and its decision shall be final and binding on the Registered Proprietor of each lot burdened, provided however, that for the purpose of this provision, a lapped capped and stained timber fence or a lapped and capped treated pine fence shall not be deemed to be a paling fence.
- (f) No fence exceeding 0.8 metres in height shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the responsible Shire Municipal or City Council provided that in the case of a corner lot this restriction shall only apply to one street frontage.

Handwritten signatures in black ink, appearing to be 'Landwin Pty Limited' and another signature below it.

**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)

**PLAN**

**DP 839920**

Subdivision of Lot 4111  
D.P. 836143

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

- (g) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened except that which may be required for display home advertising without the prior written consent of Landwin Pty Limited and Landwin Pty Limited shall have the right to remove any such advertising hoarding sign or matter without notice.
- (h) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landwin Pty Limited without the consent of Landwin Pty Limited but such consent shall not be withheld if such fence is erected without expense to Landwin Pty Limited provided that this Restriction shall remain in force only during such time as Landwin Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (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) In these restrictions as to user:  
  
"Landwin Pty Limited" shall mean Landwin Pty Limited its successors nominees or assigns other than purchasers on sale.  
  
"the Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.
- (k) The person having the right to release, vary or modify these restrictions is Landwin Pty Limited for such period as it is the Registered Proprietor of any land in the Plan or for the period of Five years from the date of registration of the plan whichever is the later.

**TERMS OF RESTRICTIONS ON THE USE OF LAND THIRDLY REFERRED TO  
IN ABOVEMENTIONED PLAN**

No building or development shall be permitted on the land hereby burdened without the written approval of the Council of the City of Blacktown or until such land has been resubdivided.



**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)

**PLAN**

**DP 839920**

Subdivision of Lot 4111  
D.P. 836143

**FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND**

Landwin Pty Limited  
Level 2, 242 Beecroft Road  
Epping

**TERMS OF RESTRICTIONS ON THE USE OF LAND FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

No buildings shall be erected on any burdened lot unless that lot has been filled to the satisfaction of the Council of the City of Blacktown and no building shall be erected on such lot unless constructed on pier and beam footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

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

The Council of the City of Blacktown.

The Common Seal of Landwin Pty Ltd )  
was hereunto affixed this 27th day )  
of May, 1994 by the authority )  
of the Board of Directors in the )  
presence of

*[Handwritten Signature]*  
Director



*[Handwritten Signature]*  
Secretary

.....  
General Manager

**Blacktown City Council**

FORWARDED BY FINLAND FINANCE CORPORATION  
IN ACCORDANCE WITH THE PROVISIONS of the  
MICHIEL WILLIAMS  
MANAGER SECURITIES  
FINLAND FINANCE CORPORATION  
116 MILLER STREET, NORTH SYDNEY  
NSW 1585  
AUSTRALIA

WITNESSED BY FINLAND FINANCE CORPORATION by being signed  
and sealed and attested by its Attorney MICHAEL WILLIAMS  
(Who certifies that he is the MANAGER SECURITIES  
in the New South Wales Division of Esanda Finance  
Corporation Limited) pursuant to Power of Attorney registered  
No. 131 Book 3701 in the presence  
of-

Sheet 5 of 5 Sheets

*[Handwritten Signature]*  
Linda Anne Williams  
C/- 116 Miller St, Nth Sydney  
Finance Officer

*[Handwritten Signature]*  
Linda Anne Williams  
C/- 116 Miller St, Nth Sydney  
Finance Officer



# Planning certificate



## Section 10.7 (2) and (5)

We have prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 2 of the Environmental Planning and Assessment Regulation 2021.

### Applicant details

CONTRACT CONVEYANCING PTY LTD  
PO BOX 3063  
ROUSE HILL NSW 2155

**Your reference** BABRAH

### Certificate details

<b>Certificate no.</b>	PL2023/09999	<b>Fee</b>	<b>\$168.00</b>	
<b>Date issued</b>	21 July 2023	<b>Urgency fee</b>		<b>N/A</b>
<b>Receipt no</b>	D004628363			

### Property information

<b>Property ID</b>	317934	<b>Land ID</b>	317934
<b>Legal description</b>	LOT 4321 DP 840912		
<b>Address</b>	53 POTTERY CIRCUIT WOODCROFT NSW 2767		
<b>County</b>	CUMBERLAND	<b>Parish</b>	PROSPECT

Within this certificate, we have included references to websites where you may find additional information. If you still require assistance on any matter covered by this certificate, please contact us on 02 9839 6000 or at [s10.7certificates@blacktown.nsw.gov.au](mailto:s10.7certificates@blacktown.nsw.gov.au)

#### Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Council Chambers - 62 Flushcombe Road - Blacktown NSW 2148

Telephone: 02 9839 6000 - DX 8117 Blacktown

Email: [s10.7certificates@blacktown.nsw.gov.au](mailto:s10.7certificates@blacktown.nsw.gov.au) - Website: [www.blacktown.nsw.gov.au](http://www.blacktown.nsw.gov.au)

All correspondence to: The Chief Executive Officer - PO Box 63 Blacktown NSW 2148

## Notice on the NSW Government's review of State Environmental Planning Policies

**This note only applies to land affected by one or more of the following State Environmental Planning Policies (SEPPs), which were repealed on 1 March 2022.**

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy (State Significant Precincts) 2005
- Sydney Regional Environmental Plan No 30—St Marys
- State Environmental Planning Policy (Western Sydney Parklands) 2009
- State Environmental Planning Policy (Western Sydney Employment Area) 2009
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

**From 1 March 2022, the following State Environmental Planning Policies apply as follows:**

- State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:
  - Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
  - Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.
- State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:
  - Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
  - Sydney Regional Environmental Plan No 30—St Marys applied.
  - State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.
  - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.
- State Environmental Planning Policy (Industry and Employment) 2021 applies where:
  - State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.

Any reference to repealed SEPPs listed above in this Certificate means either of the SEPPs identified above.

Note that the content of the repealed SEPPs has been transferred and has not changed.

## Employment Land Zones Reforms

From 26 April 2023, *State Environmental Planning Policy Amendment (Land Use Zones) 2022 (829)* applies.

Employment zones commence for land that is affected by Blacktown Local Environmental Plan 2015 on 26 April 2023.

From 26 April 2023, in a document (other than a State Environmental Planning Policy) a reference to a former zone under an environmental planning instrument is taken to include a reference to a new zone under the environmental planning instrument.

To determine the new zone for previously zoned Business and Industrial zoned land please refer to the published equivalent zones tables. <https://www.planning.nsw.gov.au/-/media/Files/DPE/Plans-and-policies/Policy-and-legislation/Planning-reforms/equivalent-zones-tables-per-lep.pdf?la=en>

The Department of Planning and Environment is currently reviewing the translation of employment zones for land that is zoned under a State Environmental Planning Policy.

## Section 10.7 (2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

### 1. Relevant planning instruments and development control plans

#### 1.1 Environmental planning instruments

The following environmental planning instruments apply to the carrying out of development on the land:

*Blacktown Local Environmental Plan 2015* applies to the subject land.

Attachment 1 contains a list of State Environmental Planning Policies that **may** apply to the carrying out of development on the subject land.

#### 1.2 Development control plans

The following development control plans apply to the carrying out of development on the land:

*Blacktown Development Control Plan 2015* applies to the subject land.

#### 1.3 Proposed environmental planning instruments

The following proposed environmental planning instruments apply to the carrying out of development on the land. They are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*:

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For more information refer to <https://www.planningportal.nsw.gov.au/draftplans>.

- State Environmental Planning Policy (Sustainable Buildings) 2022
 

On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.
- Review of Clause 4.6
 

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.
- Amendment to the then State Environmental Planning Policy (State and Regional Development)
 

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.

- **Amendment to the then Infrastructure State Environmental Planning Policy**  
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.
- **Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006**  
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.
- **Proposed State Environmental Planning Policy (Environment)**  
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

#### **1.4 Proposed development control plans**

There are no proposed development control plans which apply to the carrying out of development on the land.

## **2. Zoning and land use under relevant environmental planning instruments**

---

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

### **2.1 Zoning**

The following is the name(s) of the zone(s) under the environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

## Zone R2 Low Density Residential

The following is an extract from Blacktown Local Environmental Plan 2015 outlining the types of development that may or may not be carried out in the above zone

### 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 enable certain activities to be carried out within the zone that do not adversely affect the amenity of the neighbourhood.

### 2 Permitted without consent

Home occupations

### 3 Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Veterinary hospitals; Water reticulation systems

### 4 Prohibited

Any development not specified in item 2 or 3

## 2.2 Zoning under draft Environmental Planning Instruments

The following is the name(s) of the zone(s) under the draft environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

There is no zoning proposed under a draft environmental planning instruments that applies to the land

## 2.3 Additional permitted uses

The following outlines whether any additional permitted uses apply to the land:

Additional permitted uses may apply to the subject land in line with the following table. Note that section 1.1 of this Planning Certificate outlines if any of the below environmental planning instruments apply.

For more information, please refer to the relevant environmental planning instruments on the NSW Legislation website <https://legislation.nsw.gov.au/>.

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan.
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

## 2.4 Minimum land dimensions for the erection of a dwelling house

The following outlines whether development standards apply to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

There are no minimum land dimensions for the erection of a dwelling house that apply to land under Blacktown Local Environmental Plan 2015. Dwelling outcomes are controlled by other mechanisms. Refer to Blacktown Local Environmental Plan 2015 for relevant development standards for minimum subdivision lot size, and Blacktown Development Control Plan 2015 for relevant development controls that apply.

The minimum land dimensions for the erection of a dwelling house located in the Sydney region growth centres and affected by State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is found in Part 4, Principal development standards of the relevant appendix.

For land affected by Chapter 6 St Marys of State Environmental Planning Policy (Precincts – Western Parkland City) 2021, the minimum land dimensions for a dwelling house are controlled by the St Marys Eastern Precinct and Ropes Creek Precinct Plans.

For more information, please access the relevant environmental planning instrument listed above at the NSW Legislation website: <https://legislation.nsw.gov.au/>

## 2.5 Biodiversity

The following outlines where the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Refer to the Department of Planning and Environment's online tool, which outlines if the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. The tool is located at:

<https://www.lmbc.nsw.gov.au/Maps/index.html?viewer=BOSETMap>

## 2.6 Conservation area

The following outlines whether the land is in a conservation area:

a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:

- Bushland surrounding Prospect Reservoir, Prospect
- Plumpton Park, Plumpton
- Nurragingy Reserve, in Doonside/Rooty Hill/Glendenning
- Doctor Charles McKay Reserve, Mount Druitt
- Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
- Shanes Park woodland
- Wianamatta Regional Park, Ropes Crossing
- Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street
- Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.

b) The Cumberland Plain Conservation Plan may apply to the site. Under the plan, there is land that is specified as 'certified urban capable land' where certain controls apply. There is also land specified as 'certified major transport corridor'.

The areas where the plan applies are:

- for 'certified urban capable land', certain land in the suburbs of Mount Druitt and Rooty Hill.
- for 'certified major transport corridors', the future Westlink M7 extension corridor generally to the north of Hassall Grove, Bidwill, Shalvey and Willmot, and through the Wianamatta Regional Park to the west of Ropes Crossing.

More information on land is affected by the Cumberland Plain Conservation Plan can be found on the Department of Planning and Environment website:

<https://www.planning.nsw.gov.au/Policy-and-Legislation/Strategic-conservation-planning/Cumberland-Plain-Conservation-Plan/Planning-controls>

The Cumberland Plain Conservation Plan spatial viewer that visually shows the affected areas is also available online at:

[https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP\\_View](https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View)

## 2.7 Heritage

The following outlines where an item of environmental heritage, or proposed environmental heritage item, is located on the land:

The subject land is not affected by an item of environmental heritage or a proposed environmental heritage item.

## 3. Contributions plans

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### 3.1 Contribution plans

The following outlines the name of each contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 1 applying to the land:

*Contributions Plan No. 19 - Blacktown Growth Precinct applies to the subject land.*

### 3.2 Draft contributions plans

The following outlines the name of each draft contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

Refer to Contributions plans section above to determine if any draft contributions apply.

### 3.3 Special contributions

The following outlines if the land is in a special contributions area under the *Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

The land may be in a Special Contribution Area as described below.

Land in the Growth Centres that are zoned under State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021, as specified in section 1.1 of this Planning Certificate, is in a Special Contribution Area, and will incur a Special Infrastructure Contribution.

You can find the map and other relevant information on the Special Contribution Area on the Department of Planning and Environment's website:

<https://www.planning.nsw.gov.au/Plans-for-your-area/Infrastructure-funding/Special-Infrastructure-Contributions/Western-Sydney-Growth-Area-SIC>

An interactive map is on the ePlanning Spatial Viewer under Layers > Development Control > Special Infrastructure Contributions at:

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>

## 4. Complying development

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### 4.1 Where complying development codes apply

The following outlines if the land is land on which complying development may be carried out under each of the development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if complying development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, available at: [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

### 4.2 Variations to complying development codes

The following outlines if the complying development codes are varied under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The complying development codes are not varied for the subject land under Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

## 5. Exempt development

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### 5.1 Where exempt development codes apply

The following outlines if the land is on land on which exempt development may be carried out under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if exempt development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 available at: [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

### 5.2 Variations to exempt development codes

The following outlines if the exempt development codes are varied, under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The exempt development codes are not varied for the subject land under Schedule 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

## 6. Affected building notices and building product rectification orders

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### 6.1 Affected building notice in force

The following outlines if Council is aware of any affected building notice in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building notice in force for the subject land.

## 6.2 Affected building rectification order in force

The following outlines if Council is aware of any affected building product rectification order in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building product rectification order in force for the subject land.

## 6.3 Affected building rectification order – notice of intent

The following outlines if Council is aware of any outstanding notice of intention to make a building product rectification order for the subject land:

As at the date of this Planning Certificate, Council is not aware of any outstanding notice of intention to make a building product rectification order for the subject land.

# 7. Land reserved for acquisition

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## 7.1 Current provisions

The following outlines whether an environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

The land may be reserved for acquisition by an authority of the state. It is reserved where it is located on the Land Reservation Acquisition map. This is an interactive map and can be found on the ePlanning Spatial Viewer under Layers > Principal Planning Layers > Land Reservation Acquisition Map at: <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

There are also Land reservation acquisition maps under each of the following environmental planning instruments, which can be accessed on the NSW Legislation website at: <https://legislation.nsw.gov.au/>

- Blacktown Local Environmental Plan 2015
- State Environmental Planning Policy (Precincts—Central River City) 2021
- State Environmental Planning Policy (Precincts—Western Parkland City) 2021
- State Environmental Planning Policy (Industry and Employment) 2021 (but only where the site is in the Western Sydney employment area, as specified in Chapter 2).

Note that section 1.1 of this Planning Certificate outlines if any of the above environmental planning instruments apply.

## 7.2 Draft provisions

The following outlines whether a draft environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

A draft environmental planning instrument referred to in section 1 of this certificate may make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## 8. Road widening and road realignment

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The following outlines whether the land is affected by road widening or road realignment.

### 8.1 The Roads Act 1993 Part 3 Division 2

The subject land is not affected by road widening or road realignment under the Roads Act 1993 Part 3 Division 2.

### 8.2 An environmental planning instrument

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

### 8.3 A resolution of the Council

The subject land is not affected by road widening or road realignment under any resolution of the Council.

## 9. Flood related development controls

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The Flood Inundation maps prepared by Council are based on results of Engineering flood studies commissioned by NSW Government authorities or Council.

The information provided in this section is general advice based on Council's current adopted flood mapping. For more detailed flood information, please contact Council's Flooding Section and/or email [Floodadvice@blacktown.nsw.gov.au](mailto:Floodadvice@blacktown.nsw.gov.au)

### Exhibition - Local Overland Flow and Eastern Creek Flood Studies

From 2 May 2023 – 23 June 2023, Council placed on exhibition the Local Overland Flow and Eastern Creek Flood Studies.

Revised mapping work as part of this study has identified new information affecting various properties. Some previously unclassified properties within these study areas are now within the flood planning area, and some properties previously within the flood planning area have now been removed.

If this study is adopted and affects your property, your Planning Certificate will be updated at that time.

## 10. Council and other public authority policies on hazard risk restrictions

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The following outlines whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

### 10.1 Land slip

Council does not have an adopted policy that restricts the development of the land because of the likelihood of land slip.

### 10.2 Bush fire

Council does not have an adopted policy that restricts the development of the land because of the likelihood of bush fire.

The Rural Fire Services' 'Planning for Bush Fire Protection 2019' provides development standards for designing and building on bush fire prone land in New South Wales. The document is available on the Rural Fire Service's website at:

<https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to bush fire that are to be considered, where applicable.

### 10.3 Tidal inundation

Council does not have an adopted policy that restricts the development of the land because of the likelihood of tidal inundation.

### 10.4 Subsidence

Council does not have an adopted policy that restricts the development of the land because of the likelihood of subsidence.

### 10.5 Acid sulfate soils

Council does not have an adopted policy that restricts the development of the land because of the likelihood of acid sulfate soils.

### 10.6 Contamination

Council does not have an adopted policy that restricts the development of the land because of the likelihood of contamination.

Chapter 4, Remediation of land of the State Environmental Planning Policy (Resilience and Hazards) 2021 sets out provisions in relation to contamination. The document is available on the NSW Legislation website at: <https://legislation.nsw.gov.au/>.

Contaminated land planning guidelines are also available on the Environment Protection Authority's (EPA) website at <https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/clm/managing-contaminated-land-guidelines-remediation.pdf>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to contamination that are to be considered, where applicable.

### **10.7 Aircraft noise**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of aircraft noise.

### **10.8 Salinity**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of salinity.

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to salinity.

### **10.9 Coastal hazards**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of coastal hazards.

### **10.10 Sea level rise**

Council does not have an adopted policy that restricts the development of the land because of the likelihood of sea level rise.

### **10.11 Other risks**

Council has adopted an Asbestos Policy which may restrict development on the subject land. The Asbestos policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. The policy is available on Council's website: [www.blacktown.nsw.gov.au](http://www.blacktown.nsw.gov.au)

The Policy should be considered in the context of any other relevant NSW legislation and guidelines.

## **11. Bushfire prone land**

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The following outlines if any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*:

The subject land is identified on Council's Bush Fire Prone Land Map as being clear of any bushfire prone land.

## 12. Loose-fill asbestos insulation

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The following outlines if the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division:

As at the date of this Planning Certificate, the land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading on 13 32 20 or visit the website for more information at <https://www.fairtrading.nsw.gov.au/>

## 13. Mine subsidence

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The land is not in an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

## 14. Paper subdivision information

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### 14.1 Development plan adopted

The following outlines whether a development plan has been adopted by a relevant authority that applies to the land:

The land is not subject to a development plan adopted by a relevant authority.

### 14.2 Development plan adopted – subject to ballot

The following outlines whether a development plan has been adopted by a relevant authority that is proposed to be subject to a ballot, and if so, the name of the plan:

The land is not subject to a development plan that has been adopted by a relevant authority that is proposed to be subject to a ballot.

### 14.3 Subdivision order

The following outlines if a subdivision order applies to the land, and if so, the date of the subdivision order:

The land is not subject to a subdivision order.

## 15. Property vegetation plans

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There is no land in the local government area that is subject to an approved Property vegetation plan, which is in force under the Part 4 of the *Native Vegetation Act 2003*.

## 16. Biodiversity stewardship sites

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The following outlines if the land is subject to a Biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*:

Council has not been notified that the land is subject to a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*.

## 17. Biodiversity certified land

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The following outlines if the land is biodiversity certified land under the Part 8 of the *Biodiversity Conservation Act 2016*.

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

Council has not been notified that the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*.

## 18. Orders under Trees (Disputes Between Neighbours) Act 2006

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The following outlines whether Council has been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land:

Council has not been notified of an order under the Act in respect of tree(s) on the land.  
Council has not verified whether any order has been made of which it has not been notified.  
The applicant should make its own enquiries in this regard if this is a matter of concern.

*Trees (Disputes Between Neighbours) Act 2006* decisions by local government area can be found on the Land and Environment Court of New South Wales website at:

<https://www.lec.nsw.gov.au/lec/types-of-cases/class-2---tree-disputes-and-local-government-appeals/development-application-appeals/helpful-materials/merit-decisions-by-local-government-areas.html>

## 19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

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According to Council's records the owner (or previous owner) of the land **has not** consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 496B of the *Local Government Act 1993*).

## 20. Western Sydney Aerotropolis

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The following outlines if, whether under Chapter 4 of the State Environmental Planning Policy (Precincts—Western Parkland City) 2021, the land is:

### 20.1 In a contour of 20 or greater, as shown on the Noise exposure contour map or Noise exposure forecast contour map

This does not apply to any land in the Blacktown local government area.

### 20.2 On the Lighting intensity and Wind shear map

This does not apply to any land in the Blacktown local government area.

### 20.3 On the Obstacle limitation surface map

The land may be shown on the Obstacle limitation surface map. This applies to some areas in the suburbs of Prospect (around Prospect Reservoir), Eastern Creek, Minchinbury, and small areas of Bungaribee and Mount Druitt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website:

<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021>

### 20.4 On the Public safety area map:

This does not apply to any land in the Blacktown local government area.

### 20.5 In the '3 kilometre' or '13 kilometre' wildlife buffer zone on the Wildlife buffer zone map:

The 3 kilometre wildlife buffer zone does not apply to any land in the Blacktown local government area.

The land may be in the '13 kilometre wildlife buffer zone' on the Wildlife buffer zone map. This applies primarily to some industrial areas of Eastern Creek and some parts of Minchinbury and Mount Druitt.

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

## 21. Development consent conditions for seniors housing

---

The following outlines whether or not Chapter 3, Part 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of that policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of seniors housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

## 22. Site compatibility certificates and development consent conditions for affordable rental housing

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### 22.1 Site compatibility certificate

The following outlines whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land, and if so, the period for which the certificate is current. Note that a copy may be obtained from the Department of Planning and Environment where this applies. For more information, visit the planning portal at: <https://pp.planningportal.nsw.gov.au/SCC>

A site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land, has not been issued.

### 22.2 SEPP Housing - conditions of consent

The following outlines if Chapter 2, Part 2, Division 1 or 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of that Policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

### 22.3 SEPP Affordable rental housing - conditions of consent

The following outlines if there are any conditions of a development consent in relation to land that are of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, and if so, the conditions:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

## 23. Matters under the Contaminated Land Management Act 1997, section 59(2)

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### 23.1 Significant contamination

The following outlines if the land, or part of the land, to which this certificate relates, is significantly contaminated land at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of the land being significantly contaminated land. The NSW Environment Protection Authority's website records if the land is significantly contaminated land. For more information visit <https://www.epa.nsw.gov.au/>

### 23.2 Management order

The following outlines if the land to which this certificate relates is subject to a management order at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of a management order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a management order. For more information visit <https://www.epa.nsw.gov.au/>

### 23.3 Voluntary management proposal

The following outlines if the land is the subject of an approved voluntary management proposal at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of an approved voluntary management proposal applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a voluntary management proposal. For more information visit <https://www.epa.nsw.gov.au/>

### 23.4 Maintenance order

The following outlines if the land to which the certificate relates is subject to an ongoing maintenance order:

As at the date of this Planning Certificate, Council is not aware of an ongoing maintenance order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to an ongoing maintenance order. For more information visit <https://www.epa.nsw.gov.au/>

### 23.5 Site audit statement

The following outlines if the land to which the certificate relates is the subject of a site audit statement, and if a copy of such a statement has been provided at any time to Council:

- Council's records are currently incomplete in relation to this matter.
- If Council holds a copy of a Site Audit Statement (SAS) applying to the land, it will be found in the documents lodged with a development application for the land. If required, a copy of SAS related development application documents can be obtained via an informal application under the *Government Information (Public Access) Act 2009*

## Section 10.7(5)

The following information is provided under Section 10.7(5) of the *Environmental Planning & Assessment Act 1979*. As per section 10.7(6) of the Act, Council shall not incur any liability in respect of any advice provided in good faith under section 10.7(5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

### 1. Planning instruments and covenants

The provisions of any covenant, agreement or instrument applying to this land that restrict or prohibit certain development may be inconsistent with the provisions of an environmental planning instrument. In such cases, the provisions of any such covenant, agreement or instrument may be overridden.

### 2. Loose-filled asbestos insulation

Some residential homes located in the Blacktown local government area may potentially contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For more information contact NSW Fair Trading at: <https://www.fairtrading.nsw.gov.au/contact-us>

### 3. Asbestos containing materials

Older residential homes located in the Blacktown local government area may potentially be constructed with asbestos containing material, for example in the eaves, bathroom walls or external walls. Asbestos containing materials were phased out in the 1980s, but a total ban was not in effective until December 2003. NSW Government asbestos finder (<https://www.asbestos.nsw.gov.au/asbestos-locations>) has a database to assist in finding areas where asbestos containing materials have been used.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 2003, Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether asbestos containing material is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For more information contact SafeWork NSW at: <https://www.safework.nsw.gov.au/contact-us>

## **Attachment 1 – State Environmental Planning Policies**

In addition to the principal environmental planning instrument identified in section 1.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land.

### **State Environmental Planning Policy (Housing) 2021**

The principles of this policy include to

- enable development of diverse housing types, including purpose-built rental housing
- encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability
- ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

Note that General savings provisions apply for the repealed instruments in line with Schedule 7 Savings and transitional provisions of the policy.

### **State Environmental Planning Policy (Building Sustainability Index (BASIX) 2004**

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout NSW by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

On 29 August 2022, the Department of Planning and Environment announced changes to the BASIX standards as part of the new State Environmental Planning Policy (Sustainable Buildings) 2022, which will come into effect on 1 October 2023.

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

This policy is also known as the Codes SEPP and includes a number of codes that allow for certain types of development to be undertaken without the need for Council approval. They are known as either Exempt development or Complying development, which allows for approval under a fast-track system, if the relevant standards are met.

### **State Environmental Planning Policy No 65 - Design Quality of Apartments**

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to Council on the merit of residential flat developments. A design review panel is not mandatory.

### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This policy contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application
- the land use planning and assessment framework for koala habitat
- provisions that establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray
- provisions seeking to protect and preserve bushland within public open space zones and reservations
- provisions which aim to prohibit canal estate development
- provisions to support the water quality objectives for the Sydney drinking water catchment
- provisions to protect the environment of the Hawkesbury-Nepean River system
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

### **State Environmental Planning Policy (Industry and Employment) 2021**

This policy contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

### **State Environmental Planning Policy (Planning Systems) 2021**

This policy:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

### **State Environmental Planning Policy (Primary Production) 2021**

This policy contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

### **State Environmental Planning Policy (Precincts - Central River City) 2021**

This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Central River City. The Central River City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Western Parkland City.

The Western Parkland City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

### **State Environmental Planning Policy (Resilience and Hazards) 2021**

This policy contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the *Coastal Management Act 2016*
- to manage hazardous and offensive development
- that provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

### **State Environmental Planning Policy (Resources and Energy) 2021**

This policy contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW
- that aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area. It identifies land that contains extractive material of regional significance.

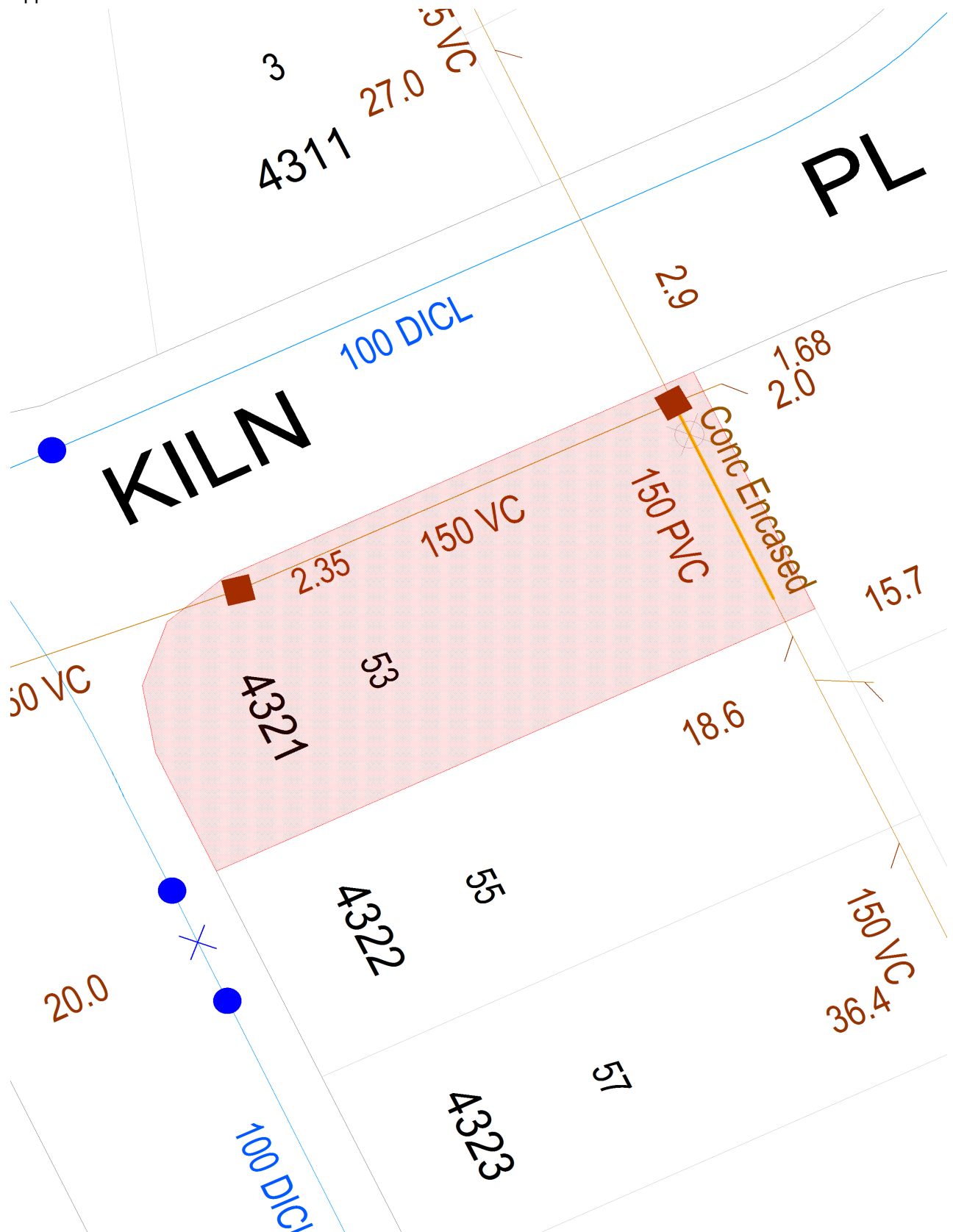
### **State Environmental Planning Policy (Transport and Infrastructure) 2021**

This policy contains:

- planning provisions for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery
- planning provisions for child-care centres, schools, TAFEs and universities
- planning controls and reserves land for the protection of 3 transport corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line)
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of certificate

Service Location Print  
Application Number: 8002650275



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**Disclaimer**

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

# Asset Information

## Legend

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

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## Pipe Types

<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)**

### Disclaimer


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# Sewer Service Diagram

Application Number: 8002650282

**SEWERAGE SERVICE DIAGRAM**

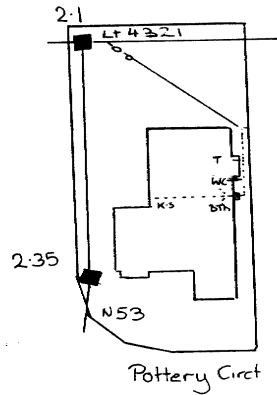
MUNICIPALITY OF Blacktown SUBURB OF Woodcroft Copy of Diagram No. 31016729

<b>INDICATES - DRAINAGE FITTINGS</b> □ Chr. Manhole ● L.H. Lamphole ⊗ Boundary Trap ⊕ Inspection Shaft ■ Pit ⊞ G Grease Interceptor ⊠ Gully		<b>INDICATES - PLUMBING FIXTURES &amp; OR FITTINGS</b> CO Clear Out O V Vent Pipe T Tubs K Kitchen Sink W Water Closet B Bath Waste H Handbasin O SV Soil Vent Pipe	
<b>INDICATES - PLUMBING FIXTURES &amp; OR FITTINGS</b> Bid Bidet S Shower DW Dishwasher F Floor Waste M Washing Machine BS Bar Sink LS Lab Sink O WS Waste Stack		<b>SYMBOLS AND ABBREVIATIONS</b> 	
<b>INDICATES - DRAINAGE FITTINGS</b> ⊠ P P. Trap ⊠ R Reflex Valve ⊠ Cleaning Eye O Vert. Vertical Pipe IP Induct Pipe MF Mica Flap Jn. Junction ● RP Rodding Point			

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By Law 8. Clause 3)

**Note:** Position of House Service Drainage shown by broken lines is assumed.



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

W s _____ Ur s _____ Sewer Ref _____ Sheet No _____	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected	YES	NO
	Inspector _____	_____	Inspector _____		
	Cert. Of Compliance No. _____	Outfall _____	Cert. Of Compliance No. _____		
	Field Diagram Examined by _____	Drainer _____	_____		
	Tracing Checked by _____	Plumber _____	For Regional Manager _____		
		Boundary Trap is not required			

**Disclaimer**

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