

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Southlands Real Estate Shop 9, 2 Birmingham Road, South Penrith NSW 2750 Email: ali@southlandsea.com.au	Phone: 02 4721 1111 Ref: Ali Khanchedar
co-agent		
vendor	Kane Brian Woods and Natalie Louise Woods 47 Luttrell Street, Glenmore Park NSW 2745	
vendor's solicitor	JLR Conveyancing PO Box 112, Glenbrook NSW 2773 Email: joanne@jlrconveyancing.com.au	Phone: 02 4739 1077 Ref: JR:22/010
date for completion	10 weeks after the date of this contract (clause 15)	
land (address, plan details and title reference)	47 Luttrell Street, Glenmore Park NSW 2745 Lot 201 in Deposited Plan 862312 Folio Identifier 201/862312	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Swimming Pool	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ blinds ☒ dishwasher ☒ light fittings ☒ stove ☒ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☒ pool equipment ☒ clothes line ☒ insect screens ☐ solar panels ☒ TV antenna ☐ curtains ☒ other: Ducted Air Conditioning; Automatic Pool Cleaner / Filter; Ceiling Fans, Alarm
exclusions	TV Brackets; Pool Slide
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)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
GST of: \$ _____

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 30):
Electronic transaction (clause 30)

PEXA

☐ no ☒ YES

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*
(residential withholding payment)

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

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

GSTRW payment (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 number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

List of Documents

General ☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☒ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 lease (with every relevant memorandum or variation) ☐ 16 other document relevant to tenancies ☐ 17 licence benefiting the land ☐ 18 old system document ☐ 19 Crown purchase statement of account ☐ 20 building management statement ☐ 21 form of requisitions ☐ 22 <i>clearance certificate</i> ☐ 23 land tax certificate Home Building Act 1989 ☐ 24 insurance certificate ☐ 25 brochure or warning ☐ 26 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 27 certificate of compliance ☒ 28 evidence of registration ☐ 29 relevant occupation certificate ☒ 30 certificate of non-compliance ☐ 31 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 32 property certificate for strata common property ☐ 33 plan creating strata common property ☐ 34 strata by-laws ☐ 35 strata development contract or statement ☐ 36 strata management statement ☐ 37 strata renewal proposal ☐ 38 strata renewal plan ☐ 39 leasehold strata - lease of lot and common property ☐ 40 property certificate for neighbourhood property ☐ 41 plan creating neighbourhood property ☐ 42 neighbourhood development contract ☐ 43 neighbourhood management statement ☐ 44 property certificate for precinct property ☐ 45 plan creating precinct property ☐ 46 precinct development contract ☐ 47 precinct management statement ☐ 48 property certificate for community property ☐ 49 plan creating community property ☐ 50 community development contract ☐ 51 community management statement ☐ 52 document disclosing a change of by-laws ☐ 53 document disclosing a change in a development or management contract or statement ☐ 54 document disclosing a change in boundaries ☐ 55 information certificate under Strata Schemes Management Act 2015 ☐ 56 information certificate under Community Land Management Act 1989 ☐ 57 disclosure statement - off-the-plan contract ☐ 58 other document relevant to off-the-plan contract Other ☐ 59
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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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

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

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 18.2 The purchaser must not before completion –
 18.2.1 let or part with possession of any of the *property*;
 18.2.2 make any change or structural alteration or addition to the *property*; or
 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
 18.3 The purchaser must until completion –
 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

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

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

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

31 Foreign Resident Capital Gains Withholding

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

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

47 Luttrell Street GLENMORE PARK NSW 2745

SPECIAL CONDITIONS

1. The purchaser hereby warrants, covenants, agrees and acknowledges that the purchaser has inspected the whole of the property hereby agreed to be sold and is satisfied as to the structural condition or suitability for any particular purpose of the property or any improvements thereon.
2. The purchaser acknowledges that they have entered into this contract relying on the purchasers own inspections, enquiries and knowledge in relation to the property, to the improvements erected thereon and the inclusions therein (and in this regard the purchaser will accept the improvements and inclusions in their present state of repair and condition including all defects whether latent or patent) and does not rely on any representations or warranties made by the vendor or by anybody on the vendors behalf and the parties agree that there have been no warranties, agreements, conditions and undertakings made between them other than those in writing contained in this contract.
3. The purchaser warrants that the purchaser was not introduced to the property nor to the vendor by any real estate agent other than the vendor's agent named in this contract. The purchaser indemnifies and will continue to indemnify the vendor against any claim made by any agent, other than the vendor's agent, in breach of this warranty and all costs and expenses incurred in relation to such a claim. This clause shall not merge on completion.
4. The purchaser shall take title subject to and shall not make any objection, requisitions or claim for compensation nor delay completion nor rescind this contract in respect of or arising out of any existing connections or services or other installations and services on the ground that any such services passes through the property or that any roof or surface water drainage is connected to the sewer.
5. Without any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this condition not been included herein should the Vendor or Purchaser (or any one or more of them) prior to completion:-
 - a. Die, be declared bankrupt or become mentally ill; or
 - b. Being a company resolve to go into liquidation or have a petition for the winding up filed, or enter into any scheme or arrangement with its creditors under the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of it.

Then either party may rescind this Contract by notice in writing to that party or party's representative and the provisions of Clause 19 hereof shall apply.)

6. If either party is unable or unwilling to complete by the Completion Date, the other party shall be entitled at any time after the Completion Date to issue a Notice to Complete making time for completion essential. The vendor reserves the right to withdraw and reissue the Notice. The parties agree that fourteen (14) days shall be deemed to be sufficient and reasonable time for compliance with any notice given by one party to the other requiring the other to complete the contract and render the time for completion essential.

Should the vendor issue a Notice to Complete the purchaser agrees to pay, as an adjustment on settlement, the sum of \$165.00 representing the expense incurred by the vendor for the drafting and serving of a Notice to Complete upon the purchaser.

7. If the purchaser fails to complete this contract by the completion date without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase monies, interest calculated at the rate of ten percent (10%) per annum on the balance of the purchase monies outstanding hereunder. Such interest to be calculated from the date provided for completion up to and including the date of actual completion. It is agreed that this amount is a genuine pre-estimate of the vendors loss of interest for the purchase money and liability for rates and outgoings.
8. If on completion any apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated, then either party upon request agrees to pay such amount to the other party or appropriate authority the amount that has been overlooked or incorrectly calculated. This clause shall not merge on completion.
9. If a deposit of less than ten percent (10%) of the price is paid by the purchaser then for the purposes of Clause 9 the deposit to be forfeited shall be deemed to be ten percent (10%) of the price and any difference between the deposit and the deemed deposit shall be paid by the purchaser to the vendor upon demand.
10. Clause 1-32 inclusive in this contract shall be deemed to be amended as follows:
 - a. The words "on reasonable grounds" in clause 8.1.1 are deleted.
 - b. Clause 14.4.2 is deleted.
 - c. Clause 18.7 is deleted.
 - d. Clause 23.13 is deleted.
11. The parties agree that if the purchaser has, at exchange, provided the vendor with a Deposit Bond ("bond") the bond will be dealt with as if it were a cash deposit under the contract and the vendor is entitled to immediately draw upon the bond in any circumstances where the vendor is entitled to the deposit. At settlement the purchaser must pay to the vendor in addition to all other moneys payable under this contract, the full purchase price (less any deposit held by the Agent) and the vendor will return the original bond to the purchaser.
12. The purchaser agrees that on the making of this contract the deposit shall be released to the vendor or to whom the vendor's representative may direct. The purchaser acknowledges that such release is for the purpose of enabling the vendor to pay a deposit on a property being purchased by the vendor (and that such deposit is held in the trust account of a real estate agent, solicitor or licensed conveyancer and shall not be further released without the purchasers written consent), to pay stamp duty on a property being purchased by the Vendor, to discharge part or all of the mortgage(s) on this property upon completion of this Contract and / or to cover payments required at completion. This special condition is sufficient authority to the deposit holder for such release.

13. This clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or, on completion, is to be a Lot in a Scheme of that kind):
- a. Notwithstanding any other provisions of this Contract, the vendor and purchaser covenant and agree that if a contribution is not a regular periodic contribution and is not disclosed in this Contract, the vendor is liable for it if it is payable before the date of the Contract and the purchaser is liable for it if it is payable on or after the date of the Contract. If it is payable by instalments, then the vendor is liable for all / any instalments payable prior to the date of this Contract and the purchaser is liable for all / any instalments payable on or after the date of this contract.
 - b. As clause 23.13 is deleted in Special Condition 9 above, the purchaser must apply for and obtain the information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme.
14. Both the Vendor and the Purchaser acknowledge that, should either party contract the Covid-19 Virus, be placed into isolation or become bound by mandatory lockdown restrictions as imposed upon them by law, which prevent the affected party from either completing the Contract or giving vacant possession, then the parties agree that the following provisions shall apply:
- a. The other party cannot issue a Notice to Complete on that party until such time that the party affected by the Covid-19 Virus has been medically cleared by a qualified health care professional and is permitted to leave the property.
 - b. The Purchaser cannot issue a Notice to Completion on the Vendor, if in the event mandatory lockdown restrictions are imposed, by law, upon the Vendor or the tenants residing at the subject property which either restricts and prohibits the Vendor from giving vacant possession of the subject property.

Conditions of Sale by Auction

Part 3, Clause 15 of the Property and Stock Agents Regulation 2014

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock—
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
 - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land—
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator—
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock—The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price—
 - (a) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
 - (b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Triconvey2 (Reseller)
Ph. 1300 064 452 Fax.

FOLIO: 201/862312

SEARCH DATE	TIME	EDITION NO	DATE
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2/2/2022	2:14 PM	8	25/5/2021

LAND

LOT 201 IN DEPOSITED PLAN 862312
AT GLENMORE PARK
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP862312

FIRST SCHEDULE

KANE BRIAN WOODS
NATALIE LOUISE WOODS
AS JOINT TENANTS (CN AP371348)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP833310 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP862312 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP862312 RESTRICTION(S) ON THE USE OF LAND
- 5 AR79925 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

22/010

PRINTED ON 2/2/2022

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Received: 02/02/2022 14:14:56

PLAN FORM 2

BOUNDARIES, SEALS AND STRUCTURES OF LOTS ARE TO BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC ACTS OF 1919 AND 1920. ANY ALTERATION TO THESE REQUIREMENTS WITHOUT THE APPROVAL OF THE REGISTRAR GENERAL IS A BREACH OF THE ACTS.

SCHEDULE OF REFERENCE MARKS

NO	MARK	BEARING	DISTANCE	ORIGIN
A	RM CH & W FD	180° 20' 00"	3.45 & 10.4	D P 815961
B	RM CH & W FD	110° 20' 00"	3.45 & 20.75	D P 815961
C	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
D	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
E	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
F	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
G	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
H	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
I	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
J	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
K	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
L	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
M	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
N	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
O	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
P	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
Q	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
R	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961
S	RM CH & W FD	180° 04' 20"	4.74 & 18.695	D P 815961

Plan Drawing only to appear in this space

OFFICE USE ONLY

DP 862312

Registered: 20.4.9.1996

CA: NO 114/1996 OF 20.8.1996

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: UCL40-8

Last Plan: DP 834059

PLAN OF SUBDIVISION OF
LOTS 20, 21 & 22 IN
D P 834059

Lengths are in metres. Reduction Ratio 1:1000

LOCALITY: PENRITH

LOCALITY: GLENMORE PARK

LOCALITY: MULGOA

COUNTRY: CUMBERLAND

THIS IS SHEET 1 OF 2 SHEETS

1. JOHN FRANKS BROCK

ROSE, FRANKS & ASSOC. PTY LTD

140 SUNNYSIDE ROAD, BLACKTOWN

A SURVEYOR REGISTERED UNDER THE SURVEY ACT 1980

THIS SURVEY WAS COMPLETED ON 30TH APRIL 1996

DEVELOPMENT OF LOT 20, 21 & 22 IN D P 834059

DEVELOPMENT OF LOT 20, 21 & 22 IN D P 834059

DEVELOPMENT OF LOT 20, 21 & 22 IN D P 834059

DEVELOPMENT OF LOT 20, 21 & 22 IN D P 834059

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DEVELOPMENT OF LOT 20, 21 & 22 IN D P 834059

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DEVELOPMENT OF LOT 20, 21 & 22 IN D P 834059

Registered: 804-441-1342

dated 30TH APRIL, 1996

Surveyor registered under Surveyors Act 1929

THIS IS SHEET 2 OF THE PART OF 114 1996
SHEETS COVERED BY MY CERTIFICATE NO. 26.8.1996
OF

General Manager/Authorised Person

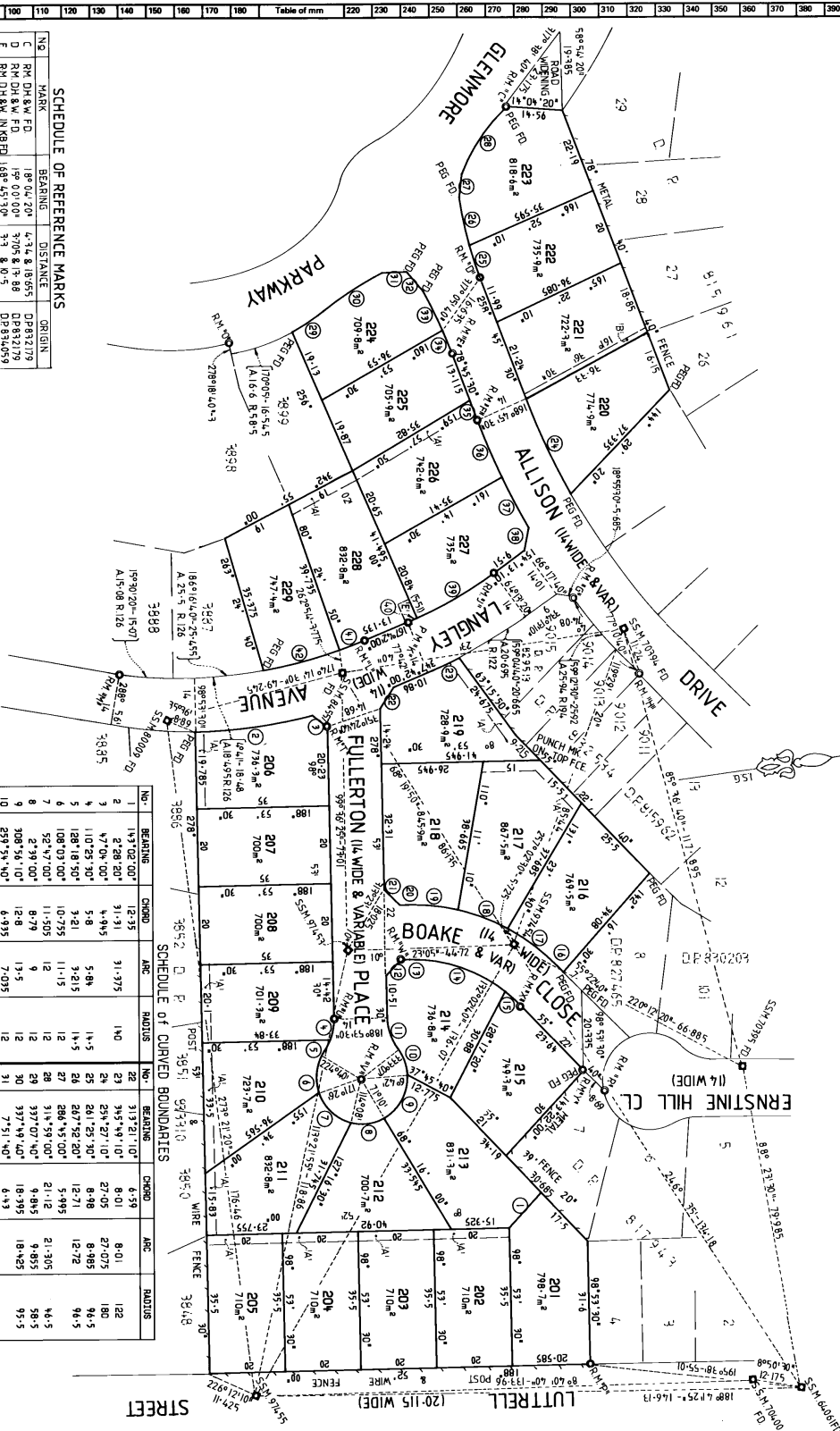
Form 2.

Reduction Ratio 1:750

Plan Drawing only to appear in this space

No	MARK	BEARING	DISTANCE	ORIGIN
C	RM D18.8 F.D.	18°04.20'	4.3, 4.8, 18.655	DP831219
D	RM D18.8 F.D.	19° 00.00'	3.705, 8.7, 18.6	DP831459
E	RM D18.8 F.D.	18.68, 45.90'	3.7, 8.0, 5	DP831459
F	RM D18.8 F.D.	18.68, 45.90'	3.7, 8.0, 5	DP831582
G	RM D18.8 F.D.	18.65, 22.00'	3.7, 8.0, 5	DP831582
H	RM D18.8 F.D.	24.6, 13.20'	3.4, 8.0, 5	DP831459
I	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
J	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
K	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
L	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
M	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
N	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
O	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
P	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
Q	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
R	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
S	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
T	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
U	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
V	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
W	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
X	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
Y	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459
Z	RM D18.8 F.D.	25.7, 42.00'	3.4, 8.0, 5	DP831459

No.	DATELINE	CHORD	AAC	RADUS	No.	DATELINE	CHORD	AAC	RADUS
1	149.02.00°	12.35	31.375	140	22	313.91.10°	6.59	8.01	122
2	2.28.20.00°	31.31	31.375	140	23	395.94.10°	8.01	8.01	122
3	47.04.00°	4.945	5.84	145	24	25.57.10°	27.05	27.075	180
4	11.05.30°	3.21	3.215	145	25	284.75.30°	6.98	6.985	94.5
5	128.18.50°	3.21	3.215	145	26	282.92.30°	12.71	12.72	94.5
6	108.03.00°	10.755	11.12	12	27	286.45.00°	5.945	2.105	94.5
7	52.47.00°	11.505	11.55	12	28	314.59.00°	21.12	9.485	94.5
8	2.39.00°	8.79	8.79	12	29	337.40.00°	6.945	9.835	94.5
9	308.36.00°	12.9	13.5	12	30	337.67.00°	18.945	18.455	94.5
10	239.54.00°	6.935	7.035	12	31	7.21.40°	6.935	6.935	123.5
11	284.00.00°	6.935	7.035	12	32	74.00.00°	6.935	11.315	123.5
12	323.53.00°	2.655	9.035	145	33	74.00.00°	11.315	6.26	123.5
13	283.53.10°	26.4	27.035	NO	34	77.18.30°	5.925	5.925	194
14	5.17.00°	5.985	5.4	NO	35	78.95.30°	6.16	16.355	194
15	235.02.00°	1.895	5.4	NO	36	76.00.00°	16.36	16.355	194
16	284.31.10°	16.34	16.405	54	37	71.14.10°	16.36	16.355	194
17	21.01.19.35°	19.46	16.405	54	38	16.07.35.00°	23.775	23.865	108
18	19.57.33.00°	31.775	13.205	54	39	16.07.35.00°	1.58	1.58	108
19	188.53.30°	2.3	54	40	40	16.21.30°	7.31	7.31	126
20	239.53.30°	5.455	5.455	42	41	175.515.10°	20.775	20.8	126



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

(Sheet 1 of 11 sheets)

PART 1

DP 862312

Subdivision of Lots 20, 21 & 22 in Deposited Plan
No. 834059 certified by Council Clerk's Certificate
No. 114/1996

Date: 26.8.96

Full Name and Address of
proprietors of the land:

Stockland (Constructors) Pty Limited
A.C.N. 000 064 835
181 Castlereagh Street, SYDNEY

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

Easement to Drain Water 2 Wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

202
203
204
205
206
209
210
211
217
219
226
228

Lots, Name of Road, or Authority, Benefited

201
201 and 202
201, 202, 203 and 212
201 to 204 inclusive and 212
207
208
208 and 209
201 to 205 inclusive, 208, 209, 210 and 212
216 and 218
216, 217 and 218
228 and 229
229

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

Easement for Underground Mains 1 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

221

Lots, Name of Road, or Authority, Benefited

Integral Energy Australia

3. Identity of Easement
Thirdly referred to in
abovementioned plan:

Easement for Electricity purposes 2.75 wide

SCHEDULE OF LOTS AFFECTED

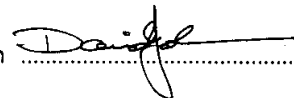
Lots Burdened

228

Lots, Name of Road, or Authority, Benefited

Integral Energy Australia

Authorised by the Council of the City of Penrith



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

(Sheet 2 of 11 sheets)

PART 1

PLAN: **DP 862312**

Subdivision of Lots 20, 21 & 22 in Deposited Plan
No. 834059 certified by Council Clerk's Certificate
No. 114/1996

Date: 26.8.96

Full Name and Address of
proprietors of the land:

Stockland (Constructors) Pty Limited
A.C.N. 000 064 835
181 Castlereagh Street, SYDNEY

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

Restriction On the Use of the Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

223
224

Lots, Name of Road, or Authority, Benefited

Penrith City Council
Penrith City Council

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

Restriction On the Use of the Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Each lot

Lots, Name of Road, or Authority, Benefited

Every other lot

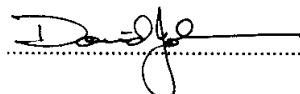
PART 2

1. Terms of Easement To Drain Water Firstly Referred to In the Abovementioned Plan:

Name of Authority empowered to Release Vary or Modify Easement Firstly referred to in
abovementioned plan:

The Council of the City of Penrith.

Authorised by the Council of the City of Penrith



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

(Sheet 3 of 11 sheets)

PART 2

PLAN: **DP 862312**

Subdivision of Lots 20, 21 & 22 in Deposited Plan
No. 834059 certified by Council Clerk's Certificate
No. 1141996

Date: 26. 8. 96

Full Name and Address of
proprietors of the land:

Stockland (Constructors) Pty Limited
A.C.N. 000 064 835
181 Castlereagh Street, SYDNEY

2. Terms of Easement for Underground Mains 1.0 Wide Secondly Referred to in Abovementioned Plan:

An easement for the transmission of electricity with full and free right leave liberty and licence for Integral Energy Australia and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of 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 time 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 undersurface or subsoil thereof without Integral Energy Australia's permission in writing being first had and obtained PROVIDED that anything permitted by Integral Energy Australia under the forgoing covenant shall be executed in all respects in accordance with the reasonable requirements of Integral Energy Australia and to the reasonable requirements of Integral Energy Australia and to the reasonable satisfaction of the Engineer of Integral Energy Australia for the time being.

Name of Authority empowered to Release Vary or Modify Easement for Underground Mains Secondly Referred to in Abovementioned Plan:

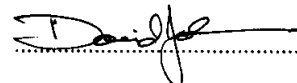
Integral Energy Australia.

3. Terms of Easement for Electricity Purposes 2.75 Wide Thirdly Referred to in Abovementioned Plan:

The meaning of the expression "Easement for Electricity Purposes" contained in Schedule 4A Part 8 of the Conveyancing Act 1919 is excluded and the following meaning is substituted:-

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 Integral Energy Australia 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 Integral Energy Australia 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.

Authorised by the Council of the City of Penrith



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

(Sheet 4 of 11 sheets)

PART 2

PLAN: **DP 862312**

Subdivision of Lots 20, 21 & 22 in Deposited Plan
No. 834059 certified by Council Clerk's Certificate
No. 114/1996

Date: 26. 8. 96

Full Name and Address of
proprietors of the land:

Stockland (Constructors) Pty Limited
A.C.N. 000 064 835
181 Castlereagh Street, SYDNEY

Name of Authority Empowered to Release Vary or Modify Easement for Electricity Purposes 2.75
Wide Thirdly Referred to in Abovementioned Plan:

Integral Energy Australia.

4. Terms of Restriction On the Use of the Land Fourthly Referred to In Abovementioned Plan:

No direct vehicular access will be permitted to or from the Glenmore Parkway and the lot burdened.

Name of Authority Empowered to Release Vary or Modify Restriction on the Use of the Land Fourthly
Referred to in Abovementioned Plan:

The Council of the City of Penrith.

5. Terms of Restriction On The Use of The Land Fifthly Referred to In the Abovementioned Plan:

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

"Dwelling"	means a room or suite of rooms occupied or used or so constructed, designed or adapted as to be capable of being occupied or used as a separate domicile.
"Dwelling-house"	means a single building containing one but not more than one Dwelling.
"Duplex"	means a single building containing two but not more than two Dwellings where part of the habitable areas of the Dwellings share a common or party wall.
"Living Area"	means in respect of each Dwelling or Dwelling-house erected on the lot burdened:- (i) the aggregate of:- (a) all that floor area or those floor areas on each and every level of the Dwelling or Dwelling-house as is or are bounded by and comprised within the external faces of the external walls of the said Dwelling or Dwelling-house PROVIDED ALWAYS that in the event that any external wall of any Dwelling is a common wall with another Dwelling then and in that case the middle of any such common wall shall be deemed to be the external face thereof; and

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

(Sheet 5 of 11 sheets)

PART 2

PLAN:

DP 862312

Subdivision of Lots 20, 21 & 22 in Deposited Plan
No. 834059 certified by Council Clerk's Certificate
No. 114/1996

Date: 26.8.96

Full Name and Address of
proprietors of the land:

Stockland (Constructors) Pty Limited
A.C.N. 000 064 835
181 Castlereagh Street, SYDNEY

- (b) the floor area of any garage which is attached to and does form part of the building containing the Dwelling referred to in sub-clause (i)(a) of this definition of Living Area; but
- (ii) shall exclude the floor area of:-
 - (a) any patio, terrace and/or verandah (whether covered or uncovered); and/or
 - (b) any garage which is NOT attached to and DOES NOT form part of the building containing the Dwelling referred to in sub-clause (i)(a) of this definition of Living Area; and/or
 - (c) any carport.

"the Local Council"

means the Council of the City of Penrith.

"Minimum Building Area"

means One hundred and forty square metres (140m²).

"the Prohibited Area"

means:-

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

"Prohibited Item"

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

"Stockland"

means Stockland (Constructors) Pty. Limited

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

(Sheet 6 of 11 sheets)

PART 2

PLAN:

DP 862312

Subdivision of Lots 20, 21 & 22 in Deposited Plan
No. 834059 certified by Council Clerk's
Certificate No. 114/1996

Date: 26.8.96

Full Name and Address of
proprietors of the land:

Stockland (Constructors) Pty Limited
A.C.N. 000 064 835
181 Castlereagh Street, SYDNEY

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

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

2. No Dwelling or Dwelling-house shall be erected or permitted to remain on the lot burdened unless the Living Area of the said Dwelling or Dwelling-house is equal to or greater than the Minimum Building Area.
3. No Dwelling-house or Dwelling erected on the lot burdened shall be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first had and obtained from Stockland which approval may be given or withheld by Stockland in its absolute discretion.
4. Not more than one (1) Dwelling-house or one (1) Duplex shall be erected on the lot burdened.
5. No building containing a Dwelling shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of:-
 - (i) bricks which shall not include bricks that have been rendered and/or painted; or
 - (ii) stone which shall not include stone that has been rendered and/or painted; or
 - (iii) brick and/or stone that has been coated with the materials known as "Granosite" or "Granotex" or other similar coating; or
 - (iv) glass; or
 - (v) Texture Coated Material; or
 - (vi) fibre cement sheeting; or
 - (vii) timber; or
 - (viii) concrete; or
 - (ix) aluminium; or
 - (x) such other materials, in such proportions, as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion; or
 - (xi) any combination of the materials referred to in sub-clauses (i) to (x) inclusive immediately above referred to in this restriction.

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

(Sheet 7 of 11 sheets)

PART 2

PLAN: DP 862312

Subdivision of Lots 20, 21 & 22 in Deposited Plan
No. 834059 certified by Council Clerk's Certificate
No. 114/1996

Date: 26.8.96

Full Name and Address of
proprietors of the land:

Stockland (Constructors) Pty Limited
A.C.N. 000 064 835
181 Castlereagh Street, SYDNEY

6. Notwithstanding anything contained in the restriction immediately preceding, the aggregate of the part or parts of the external walls constructed of:-
 - (i) fibre cement sheeting excluding so much thereof as does form part of any Texture Coated Material; or
 - (ii) timber; or
 - (iii) concrete; or
 - (iv) aluminium; or
 - (v) any combination of the materials referred to in sub-clauses (i) to (iv) inclusive immediately above referred to in this restriction shall not exceed twenty-five per centum (25%) of the total area of the external walls.
7. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof constructed of any material other than:-
 - (i) terra cotta roof tiles; or
 - (ii) concrete roof tiles; or
 - (iii) timber shingles; or
 - (iv) slate; or
 - (v) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process; or
 - (vi) such other material as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion.
8. No Duplex shall be erected or permitted to remain on the lot burdened unless:-
 - (i) the lot burdened has frontages to more than one public road; and
 - (ii) the Duplex embodies at least two (2) floors designed for human habitation; and
 - (iii) vehicular access to each Dwelling contained in the Duplex is gained from different public roads.

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

(Sheet 8 of 11 sheets)

PART 2

PLAN: DP 862312

Subdivision of Lots 20, 21 & 22 in Deposited Plan
No. 834059 certified by Council Clerk's Certificate
No. 114/1996

Date: 26.8.96

Full Name and Address of
proprietors of the land:

Stockland (Constructors) Pty Limited
A.C.N. 000 064 835
181 Castlereagh Street, SYDNEY

9. No fence shall be erected or permitted to remain on the lot burdened if the same:-
- (i) is erected between the building line fixed by the Local Council in respect of the lot burdened and any public road to which the front of the main building erected on the said lot burdened faces; or
 - (ii) is erected between any street to which the lot burdened does abut and any main building erected on the lot burdened; or
 - (iii) exceeds 1.8 metres in height; or
 - (iv) is constructed of materials other than:-
 - (a) brick;
 - (b) masonry;
 - (c) lapped and capped stained timber;
 - (d) lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine");
 - (e) brushwood;
 - (f) chain wire; or
 - (g) non-corrugated sheet metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process; or
 - (h) concrete bricks and concrete blocks which have been either:-
 - (aa) cement rendered and painted; or
 - (bb) coated with cement using the process commonly known as "bagging" and painted; or
 - (cc) are coated using the product known as "Granotex" or "Granosite" or any other similar product in the manner recommended by the manufacturer of the product used; or
 - (i) such other material as may be approved by Stockland which approval and/or approvals may be given or withheld by Stockland in its absolute discretion.
10. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.
11. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
12. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
13. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.

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

(Sheet 9 of 11 sheets)

PART 2

PLAN: DP862312

Subdivision of Lots 20, 21 & 22 in Deposited Plan
No. 834059 certified by Council Clerk's Certificate
No. 114/1996

Date: 26. 8. 96

Full Name and Address of
proprietors of the land:

Stockland (Constructors) Pty Limited
A.C.N. 000 064 835
181 Castlereagh Street, SYDNEY

14. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
15. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
16. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
17. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale PROVIDED that:-
 - (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter.
18. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened.
19. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event, for any reason whatsoever, that any object or thing generated by the construction of the building on the lot burdened, including but without limiting the generality thereof any spoil or builder's rubbish, is deposited or permitted to remain on any lot adjoining the lot burdened.
20. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened:-
 - (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out; and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
21. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place PROVIDED ALWAYS that nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.

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

(Sheet 10 of 11 sheets)

PART 2

PLAN: DP 862312

Subdivision of Lots 20, 21 & 22 in Deposited Plan
No. 834059 certified by Council Clerk's Certificate
No. 114/1996

Date: 26.8.96

Full Name and Address of
proprietors of the land:

Stockland (Constructors) Pty Limited
A.C.N. 000 064 835
181 Castlereagh Street, SYDNEY

22. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
 - (i) not visible from any public road and/or place; or
 - (ii) is screened from any public road and/or place in a manner approved by Stockland.
23. No radio masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
24. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
25. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber, brick or masonry.
26. No solar panels used in conjunction with the heating of water or generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either:-
 - (i) not visible from any public road or place; or
 - (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
27. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.
28. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless:-
 - (i) that building or those buildings are not visible from any public road and/or place; or
 - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
 - (iii) it is a garden shed which is visible from a public road and/or place where:-
 - (a) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places; and
 - (b) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.

The above restrictions may be released, varied or modified by or with the consent of Stockland whilst ever it owns any lot or any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to which these restrictions were created.

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

(Sheet 11 of 11 sheets)

PART 2

PLAN: DP 862312

Subdivision of Lots 20, 21 & 22 in Deposited Plan
No. 834059 certified by Council Clerk's Certificate
No. 114/1996

Date: 26.8.96

Full Name and Address of
proprietors of the land:

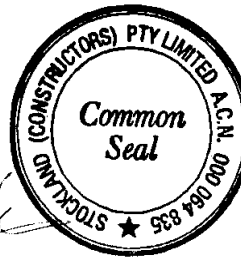
Stockland (Constructors) Pty Limited
A.C.N. 000 064 835
181 Castlereagh Street, SYDNEY

THE COMMON SEAL OF STOCKLAND
(CONSTRUCTORS) PTY LIMITED
A.C.N. 000 064 835 was hereunto
affixed by authority of the Board in the presence of



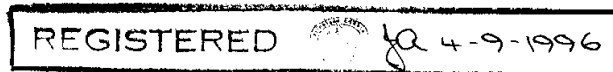
Secretary

)
)
)
)
)



Director

Approved by



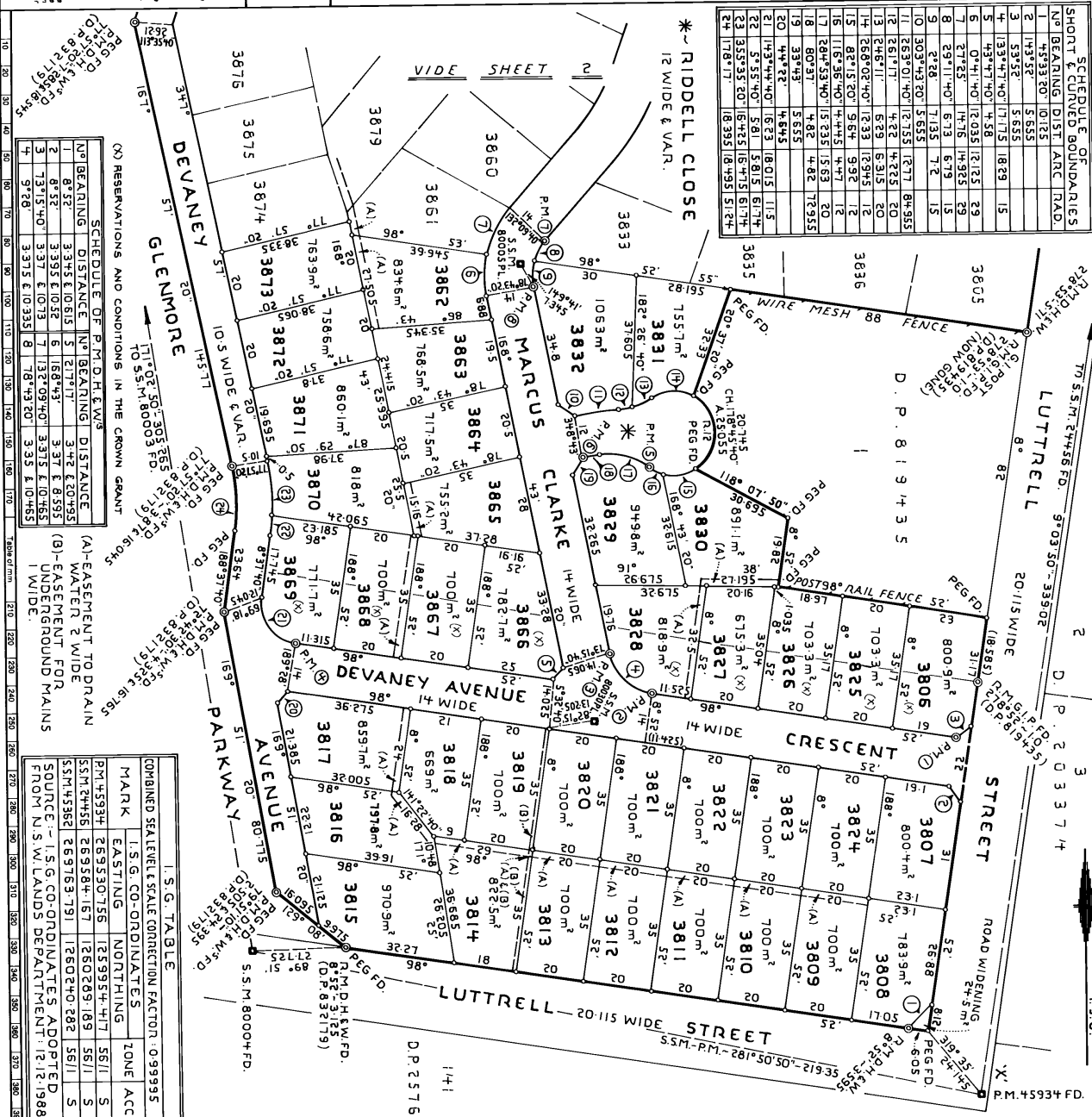
PLAN FORM 2

SIGNATURE AND SEALS ONLY

SIGNED BY ME:-
AS DELEGATE OF THE NEW
SOUTH WALES LAND AND
HOUSING CORPORATION WHO
HEREBY DECLARES THAT THE
DECLARATION OF THE
DECLARATION

SCHEDULE OF
SHORT & CURVED BOUNDARIES
No BEARING DIST ARC RAD

1	45°33'20"	0.125	
2	145°52'	5.655	
3	53°52'	5.655	
4	133°47'40"	11.175	18.63
5	43°47'40"	4.58	
6	0°41'40"	12.035	12.125
7	27°25'	14.16	14.925
8	29°11'40"	6.73	6.79
9	2°26'	7.135	7.2
10	303°43'20"	5.655	
11	263°01'40"	12.755	12.77
12	261°17'	4.42	4.425
13	268°02'40"	12.33	12.945
14	268°02'40"	9.64	9.92
15	116°36'40"	4.445	4.47
16	116°36'40"	15.235	15.53
17	80°37'	4.82	4.82
18	80°37'	5.655	
19	44°42'	4.645	
20	143°44'40"	16.23	16.015
21	53°52'	5.615	6.174
22	353°35'20"	16.425	16.475
23	353°35'20"	16.935	16.935
24	178°17'	16.935	16.935



SCHEDULE OF P.M.D.H. & W'S

No	BEARING	DISTANCE	(A) EASEMENT TO DRAIN
1	8°52'	3.345 ± 0.015	3.342 ± 0.015
2	8°52'	3.335 ± 0.015	3.332 ± 0.015
3	13°15'40"	3.37 ± 0.013	3.37 ± 0.013
4	9°28'	3.375 ± 0.035	3.375 ± 0.035

(B) EASEMENT FOR UNDERGROUND MAINS

No	BEARING	DISTANCE	(B) EASEMENT FOR UNDERGROUND MAINS
1	8°52'	3.345 ± 0.015	3.342 ± 0.015
2	8°52'	3.335 ± 0.015	3.332 ± 0.015
3	13°15'40"	3.37 ± 0.013	3.37 ± 0.013
4	9°28'	3.375 ± 0.035	3.375 ± 0.035

1.5 G. TABLE				
COMBINED SCALE AND SCALE CORRECTION FACTOR :0.93935				
MARK	1.5 G. CO-ORDINATES		ZONE	ACC.
PM45394	265350756	125954471	5611	S
PM45395	265350816	126028318	5611	S
PM45396	265350871	126028318	5611	S
PM45397	265350926	126028318	5611	S
PM45398	265350981	126028318	5611	S
PM45399	265351036	126028318	5611	S
PM45400	265351091	126028318	5611	S
PM45401	265351146	126028318	5611	S
PM45402	265351201	126028318	5611	S
PM45403	265351256	126028318	5611	S
PM45404	265351311	126028318	5611	S
PM45405	265351366	126028318	5611	S
PM45406	265351421	126028318	5611	S
PM45407	265351476	126028318	5611	S
PM45408	265351531	126028318	5611	S
PM45409	265351586	126028318	5611	S
PM45410	265351641	126028318	5611	S
PM45411	265351696	126028318	5611	S
PM45412	265351751	126028318	5611	S
PM45413	265351806	126028318	5611	S
PM45414	265351861	126028318	5611	S
PM45415	265351916	126028318	5611	S
PM45416	265351971	126028318	5611	S
PM45417	265352026	126028318	5611	S
PM45418	265352081	126028318	5611	S
PM45419	265352136	126028318	5611	S
PM45420	265352191	126028318	5611	S
PM45421	265352246	126028318	5611	S
PM45422	265352301	126028318	5611	S
PM45423	265352356	126028318	5611	S
PM45424	265352411	126028318	5611	S
PM45425	265352466	126028318	5611	S
PM45426	265352521	126028318	5611	S
PM45427	265352576	126028318	5611	S
PM45428	265352631	126028318	5611	S
PM45429	265352686	126028318	5611	S
PM45430	265352741	126028318	5611	S
PM45431	265352796	126028318	5611	S
PM45432	265352851	126028318	5611	S
PM45433	265352906	126028318	5611	S
PM45434	265352961	126028318	5611	S
PM45435	265353016	126028318	5611	S
PM45436	265353071	126028318	5611	S
PM45437	265353126	126028318	5611	S
PM45438	265353181	126028318	5611	S
PM45439	265353236	126028318	5611	S
PM45440	265353291	126028318	5611	S
PM45441	265353346	126028318	5611	S
PM45442	265353401	126028318	5611	S
PM45443	265353456	126028318	5611	S
PM45444	265353511	126028318	5611	S
PM45445	265353566	126028318	5611	S
PM45446	265353621	126028318	5611	S
PM45447	265353676	126028318	5611	S
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PM45459	265354336	126028318	5611	S
PM45460	265354391	126028318	5611	S
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PM45462	265354501	126028318	5611	S
PM45463	265354556	126028318	5611	S
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PM45469	265354886	126028318	5611	S
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PM45472	265355051	126028318	5611	S
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PM45491	265356096	126028318	5611	S
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PM45495	265356316	126028318	5611	S
PM45496	265356371	126028318	5611	S
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PM45498	265356481	126028318	5611	S
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PM45501	265356646	126028318	5611	S
PM45502	265356701	126028318	5611	S
PM45503	265356756	126028318	5611	S
PM45504	265356811	126028318	5611	S
PM45505	265356866	126028318	5611	S
PM45506	265356921	126028318	5611	S
PM45507	265356976	126028318	5611	S
PM45508	265357031	126028318	5611	S
PM45509	265357086	126028318	5611	S
PM45510	265357141	126028318	5611	S
PM45511	265357196	126028318	5611	S
PM45512	265357251	126028318	5611	S
PM45513	265357306	126028318	5611	S
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PM45517	265357526	126028318	5611	S
PM45518	265357581	126028318	5611	S
PM45519	265357636	126028318	5611	S
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PM45527	265358076	126028318	5611	S
PM45528	265358131	126028318	5611	S
PM45529	265358186	126028318	5611	S
PM45530	265358241	126028318	5611	S
PM45531	265358296	126028318	5611	S
PM45532	265358351	126028318	5611	S
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PM45542	265358901	126028318	5611	S
PM45543	265358956	126028318	5611	S
PM45544	265359011	126028318	5611	S
PM45545	265359066	126028318	5611	S
PM45546	265359121	126028318	5611	S
PM45547	265359176	126028318	5611	S
PM45548	265359231	126028318	5611	S
PM45549	265359286	126028318	5611	S
PM45550	265359341	126028318	5611	S
PM45551	265359396	126028318	5611	S
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PM45553	265359506	126028318	5611	S
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PM45583	265361112	126028318	5611	S
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PM45600	265362013	126028318	5611	S
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PM45602	265362119	126028318	5611	S
PM45603	265362172	126028318	5611	S
PM45604	265362225	126028318	5611	S
PM45605	265362278	126028318	5611	S
PM45606	265362331	126028318	5611	S
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PM45608	265362437	126028318	5611	S
PM45609	265362490	12602831		

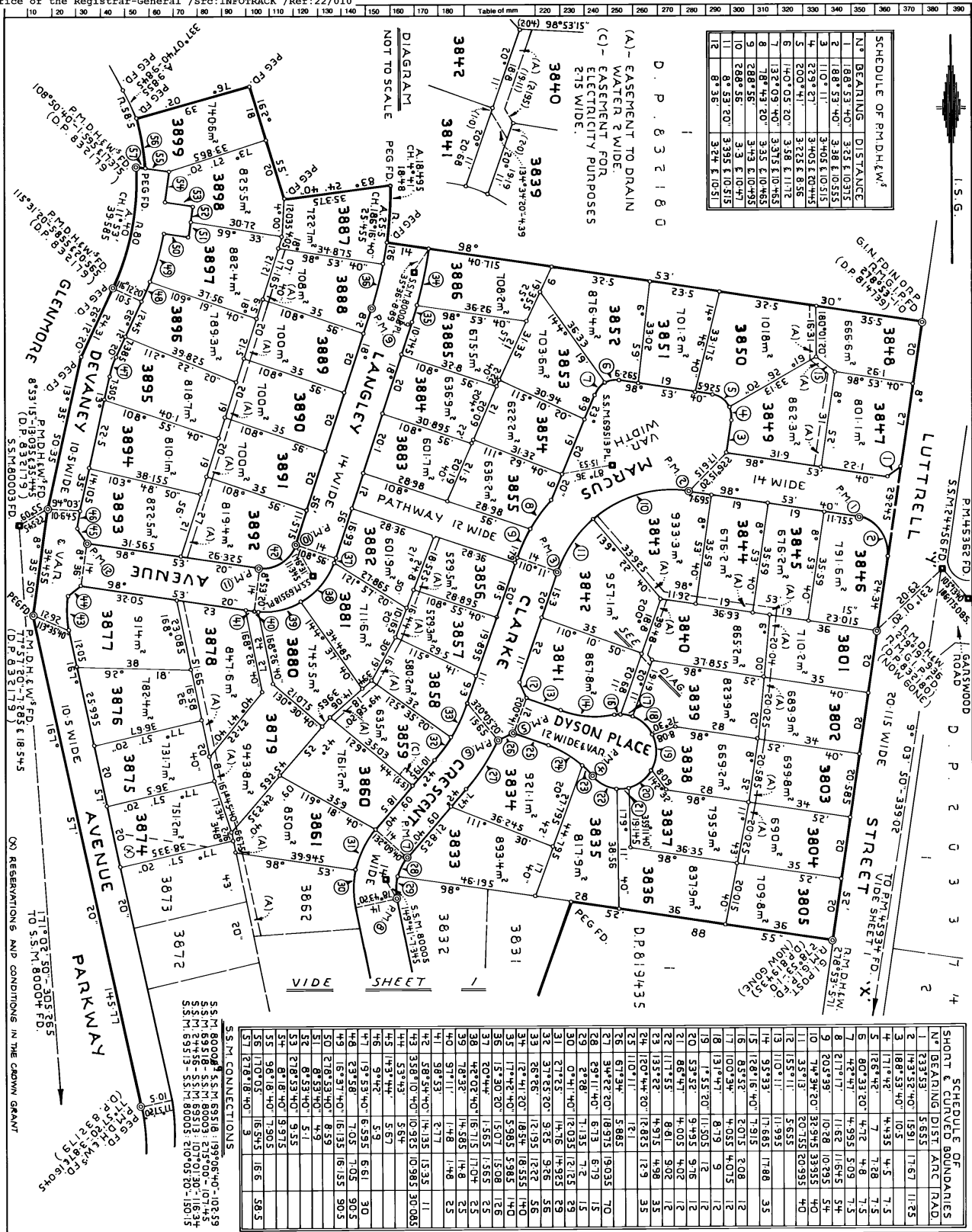
PLAN FORM 3

To be used in conjunction with Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

SCHEDULE OF BEARING DISTANCE	
N ^o	BEARING DISTANCE
1	180° 53' 40" 3.25 E. 10.515
2	180° 53' 40" 3.25 E. 10.515
3	110° 11' 34" 05 E. 10.515
4	129° 27' 34" 05 E. 10.515
5	200° 41' 32" 25 E. 8.56
6	140° 05' 20" 3.35 E. 10.515
7	137° 09' 20" 3.35 E. 10.515
8	164° 43' 20" 3.35 E. 10.515
9	288° 56' 3.3 E. 10.47
10	288° 56' 3.3 E. 10.47
11	8° 53' 20" 3.395 E. 10.515
12	8° 36' 3.74 E. 10.51



DP 833310	Registered: 19 AUGUST 1993	This is sheet 2 of my plan in 2 sheets dated 19 AUGUST 1993	Surveyor registered under Surveyors Act 1993
Revision: 800	800	This is sheet 2 of my plan in 2 sheets dated 19 AUGUST 1993	Surveyor registered under Surveyors Act 1993
Form 2 To be used in conjunction with Form 1 Form 2 To be used in conjunction with Form 1			
(CONTINUATION FROM SHEET 1) 8) RESTRICTION ON THE USE OF LAND 9) RESTRICTION ON THE USE OF LAND 10) RESTRICTION ON THE USE OF LAND			

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Lengths are in metres)

Sheet 1 of 7 Sheets

PART 1

PLAN: DP 833310

Subdivision of Lots 16,19 & 20
D.P.832179 and Lot 2 D.P.832180

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

New South Wales Land and Housing
Corporation
Level 8, 23-31 Moore Street
Liverpool NSW 2170

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

Easement to drain water 2 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

3804
3803
3802
3801
3845
3844
3840
3843
3809
3810
3811
3812
3813
3814
3816
3817
3830
3828
3850
3849
3859
3858
3857
3856
3862
3861
3879
3878
3865
3868
3888
3889
3890
3891
3892

Lots,name of road or Authority benefited

3805
3805,3804
3805,3804,3803
3805,3804,3803,3802
3805,3804,3803,3802,3801
3805,3804,3803,3802,3801
3839
3805,3804,3803,3802,3801,3840,3839
3808
3808,3809
3808,3809,3810
3808,3809,3810,3811
3808,3809,3810,3811,3812
3808,3809,3810,3811,3812,3813
3808,3809,3810,3811,3812,3813,3814
3808,3809,3910,3811,3812,3813,3814
Lot 1 D.P.819435
Lot 1 D.P.819435, 3830
Lot 1 D.P.832180
Lot 1 D.P.832180, 3848
3860
3860,3859
3860,3859,3858
3860,3859,3858,3857
3863
3863,3862
3863,3862,3861
3863,3862,3861,3879
3864
3864,3865
3887
3888,3887
3888,3889,3887
3888,3889,3890,3887
3888,3889,3890,3891,3887

REGISTERED

18/9/93

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Lengths are in metres)

Sheet 2 of 7 Sheets

PLAN: **DP 833310**

Subdivision of Lots 16,19 & 20
D.P. 832179 and Lot 2 D.P. 832180

2. IDENTITY OF EASEMENT OR
RESTRICTION 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

3814,3819

Prospect Electricity

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

Easement for Electricity Purposes
2.75 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots,name of road or Authority benefited

3859

Prospect Electricity

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

Restriction on the Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots,name of road or Authority benefited

Each lot

Every other lot

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

Restriction on the Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots,name of road or Authority benefited

3801-3805 incl.
3808-3816 incl.
3872-3899 incl.

Every other Lot except
3806,3807,3817-3871 inclusive

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

Restriction on the Use of Land

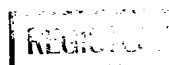
SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots,name of road or Authority benefited

3899

Penrith City Council



18/9/93

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Lengths are in metres)

Sheet 3 of 7 Sheets

PLAN: **DP833310**

Subdivision of Lots 16,19 & 20
D.P.832179 and Lot 2 D.P.832180

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

Restriction on the Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened
Each lot

Lots,name of road or Authority benefited
Penrith City Council

**8. IDENTIFY OF EASEMENT OR
RESTRICTION EIGHTHLY REFERRED
TO IN ABOVEMENTIONED PLAN:**

Restriction on the Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened
Each lot except
3801-3805 incl
3808-3816 incl
3872-3899 incl

Lots,name of road or Authority benefited
Every other lot except
3801-3805 incl.
3808-3816 incl.
3872-3899 incl.

**9. IDENTITY OF EASEMENT OR
RESTRICTION NINTHLY REFERRED
TO IN ABOVEMENTIONED PLAN:**

Restriction on the Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened
3801-3805 incl
3808-3816 incl
3872-3899 incl

Lots,name of road or Authority benefited
Every other lot except
3806,3807,3817-3871 incl.

**10. IDENTITY OF EASEMENT OR
RESTRICTION TENTHLY REFERRED
TO IN ABOVEMENTIONED PLAN:**

Restriction on the Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened
Each lot except
3801-3805 incl
3808-3816 incl
3872-3899 incl

Lots,name of road or Authority benefited
Every other lot except
3801-3805 incl.
3808-3816 incl.
3872-3899 incl.

10/8/93

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Lengths are in metres)

Sheet 4 of 7 Sheets

PLAN: **DP833310**

Subdivision of Lots 16,19 & 20
D.P.832179 and Lot 2 D.P.832180

PART 2

**1. TERMS OF EASEMENT FOR UNDERGROUND MAINS 1 WIDE SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

An easement for the transmission of electricity with full and free right leave liberty and licence for Prospect and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles 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 undersurface or subsoil thereof without Prospect's permission in writing being first had and obtained PROVIDED that anything permitted by Prospect under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of Prospect and to the reasonable satisfaction of the Engineer of Prospect for the time being.

**2. TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE THIRDLY REFERRED TO IN THE
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 to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that Prospect and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

**3. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN:**

- a) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the resubdivision of one or more of the lots burdened.
- b) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.



8/9/93

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Lengths are in metres)

Sheet 5 of 7 Sheets

PLAN: **DP833310**

Subdivision of Lots 16,19 & 20
D.P. 832179 and Lot 2 D.P. 832180

- c) No building or buildings shall be erected or permitted to remain on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibrous cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.
Timber and/or fibrous cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.
- d) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchasers or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- e) 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.

4. TERMS OF RESTRICTION ON THE USE OF LAND FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

No dwelling shall be created whether by construction subdivision or otherwise howsoever or permitted to remain on any lot burdened unless it has a floor area (excluding any garage, patio or carport) of not less than 120 square metres measured to the external walls.

5. TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

No direct vehicular access will be permitted to or from Glenmore Parkway by the burdened allotment.

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

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

7. TERMS OF RESTRICTION ON THE USE OF LAND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

- a) No lot burdened shall be used or be permitted to be used for any purpose other than as part of an exhibition village of houses for the period of currency of the consent to Development Application No.505/92 (or any extension of the period thereof) issued by Penrith City Council and dated 31 May 1993.

REGISTERED *28/9/93*

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Lengths are in metres)

Sheet 6 of 7 Sheets

PLAN:

DP833310

Subdivision of Lots 16,19, & 20
D.P. 832179 and Lot 2 D.P.832180

- b) No fence shall be erected on each lot burdened without the prior written approval of Baregulf Pty Limited ACN 060 527 899 as to the type and style of fence proposed to be erected.
- c) This restriction will expire on the date of expiry of the period of the consent to Development Application No.505/92 issued by Penrith City Council and dated 31 May 1993 or on the date of expiry of any extension of the period of the said consent, whichever is the later date.
- d) The company whose consent is required prior to a release, variation, or modification of this restriction is Baregulf Pty Limited ACN 060 527 899.
- e) The authority having the right to release vary or modify this restriction is the New South Wales Land and Housing Corporation or its successors.
- f) Any release variation or modification of these restrictions shall be made and done in all respects of the cost and expense of the person or persons requesting the same.

8. TERMS OF RESTRICTION ON THE USE OF LAND NINETEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

No advertising hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

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

- a) No advertisement hoarding sign or matter shall be erected or displayed on each lot burdened (other than a sign advertising the said lot is for sale) other than an advertising hoarding sign or matter erected or displayed by, or with the consent in writing of, Baregulf Pty Limited ACN 060 527 899. This restriction shall remain in force during the period of currency of the consent to Development Application No. 505/92 or any extension of the period thereof for an Exhibition Village issued by Penrith City Council and dated 31 May 1993 and upon the date of expiry of the period of the said consent or on the date of expiry of any extension of the period of the said consent, whichever is the later date, no advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.
- b) The company whose consent is required prior to a release, variation, or modification of this restriction is Baregulf Pty Limited ACN 060 527 899.
- c) The authority having the right to release vary or modify this restriction is the New South Wales Land and Housing Corporation or its successors.

REGD
18/9/93

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Lengths are in metres)

Sheet 7 of 7 Sheets

PLAN: **DP 833310**

Subdivision of Lots 16,19, & 20
D.P. 832179 and Lot 2 D.P. 832180

NAME OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT TO DRAIN WATER FIRSTLY
REFERRED TO IN THE ABOVEMENTIONED PLAN:

The registered proprietors for the time being of the benefited lots.

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

Prospect Electricity

NAME OF BODY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTIONS ON THE USE OF LAND FOURTHLY,
FIFTHLY AND NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

The New South Wales Land and Housing Corporation and its successors, nominees or assigns
for such period as it is the Registered Proprietor of any lot in the abovementioned plan
or for the period of seven (7) years from the date of registration of the abovementioned
plan whichever is the latter.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION ON THE USE OF LAND
SIXTHLY AND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

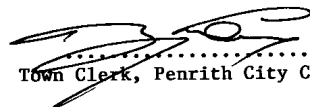
Penrith City Council

SIGNED by me **VLADIMIR VICTOR EROFEEFF**
delegate of the New South Wales
Land and Housing Corporation who
hereby declares that has
no revocation of the delegation
in the presence of:

.....**Xan**.....



New South Wales Land and Housing Corporation by
its delegate


Town Clerk, Penrith City Council

REC'D 18/9/93

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 720170
Your Reference: Woods
Contact No.

Issue Date: 02 February 2022
Certificate No: 22/00456

Issued to: Jlr Conveyancing
PO Box 112
GLENBROOK NSW 2773

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: MULGOA

Location: 47 Luttrell Street GLENMORE PARK NSW 2745

Land Description: Lot 201 DP 862312

- PART 1 PRESCRIBED MATTERS -

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

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

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

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

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - Advertising and Signage.

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017.
State Environmental Planning Policy (Primary Production and Rural Development) 2019.
State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.
State Environmental Planning Policy (Housing) 2021.

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

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

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017 applies to the land.

Draft State Environmental Planning Policy (Design and Place) 2021 applies to the land.

Draft State Environmental Planning Policy (Primary Production and Rural Development) 2019 applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

Draft State Environmental Planning Policy (Infrastructure) 2007 applies to the land.

Draft State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies to the land.

Draft State Environmental Planning Policy (State and Regional Development) 2011 applies to the land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

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

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

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

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

1. Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Additional information relating to Penrith Local Environmental Plan 2010

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

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

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

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

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

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

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

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

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

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

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

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

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

2(g) whether the land is in a conservation area (however described):

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

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

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

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

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

3 COMPLYING DEVELOPMENT

HOUSING CODE

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

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

RURAL HOUSING CODE

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

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

LOW RISE HOUSING DIVERSITY CODE

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

GREENFIELD HOUSING CODE

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

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

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

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

4 COASTAL PROTECTION

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

5 MINE SUBSIDENCE

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 ROAD WIDENING AND ROAD REALIGNMENT

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

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

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

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

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

(b) Other Public Authority Policies

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

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (i.e. the 1% Annual Exceedance Probability flood level plus 0.5 metre). Development on the land or part of the land (if such development is permissible on the land) is not generally subject to flood related development controls. However, Council reserve the right to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has been identified as being above the Probable Maximum Flood level (not including land or part of the land below the overland flow flood planning levels).

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Development on the land or part of the land (if such development is permissible on the land) is not subject to flood related development controls.

8 LAND RESERVED FOR ACQUISITION

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

9 CONTRIBUTIONS PLANS

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

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

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

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

9A BIODIVERSITY CERTIFIED LAND

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

10 BIODIVERSITY STEWARDSHIP SITES

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

10A NATIVE VEGETATION CLEARING SET ASIDES

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land according to Council records.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

15 CONDITIONS FOR SENIORS HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing) 2021 in respect of proposed development on the land; and/or
- (b) State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land and a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (1) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (2) State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land and a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1) have been imposed as a condition of consent in relation to the land.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

18 PAPER SUBDIVISION INFORMATION

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

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

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

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

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

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

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

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

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

20 LOOSE FILL ASBESTOS INSULATION

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

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware of any “affected building notice” and/or a “building product rectification order” in force for the land).

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

**22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY
AEROTROPOLIS 2020**

The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020):

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

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

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

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

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

Warwick Winn
General Manager

per



PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Please note:

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.

Sewer Service Diagram

Application Number: 8001400955

M.W.S. & D.B.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF PENRITH

Copy of Diagram No. 3034737

INDICATES — DRAINAGE FITTINGS

Manhole		P. Trap	
Chamber		R	Reflux Valve
Lamphole		C	Cleaning Eye
Boundary Trap		O	Vertical Pipe
Inspection Shaft		IP	Induct Pipe
Pit		MF	Mica Flap
Grease Interceptor		Jn.	Junction
Gully		RP	Rodding Point

SYMBOLS AND ABBREVIATIONS

INDICATES — PLUMBING FIXTURES & OR FITTINGS

CO	Clear Out	Bid	Bidet
O V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

INDICATES — PLUMBING ON MORE THAN ONE LEVEL

O SV	Soil Vent Pipe	O WS	Waste Stack
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SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of 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).

LUTTRELL ST.

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

Connection Date: _____

Form 77/644 (A4 No. 1) (April '87) S217 (44) Water Board Printing Services

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**.

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	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
		Private Mains	
		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	c748a6ee
Property Address:	47 LUTTRELL STREET GLENMORE PARK
Date of Registration:	26 April 2016
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	inground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 - Swimming Pools Regulation 2018

Pool no: c748a6ee
Property address: 47 LUTTRELL STREET GLENMORE PARK
Date of inspection: 01 February 2022
Expiry date: 01 February 2023
Issuing authority: Penrith City Council

Did not comply with AS1926.1 (2012).

The swimming pool at the above property **DOES NOT COMPLY** with Part 2 of the *Swimming Pools Act 1992*. Please refer to the registered certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety ☐

The swimming pool does not pose a significant risk to public safety ☒

Non-compliance area/s:

Boundary fence	☐	Doors	☐
Fence height	☐	Fence panels/gaps	☐
Gate closure	☒	Gate latch	☐
Non-ancillary structure	☐	Non-climbable zones	☒
Signage	☐	Window	☐
Other (see text box below)	☐		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.