southlands
estate agents

www.southlandsea.com.au

CONTRACT FOR SALE

102 RaceCourse Rd, South Penrith

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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Southlands Estate Agents** **2 Birmingham Road, South Penrith NSW 2750** **Email: admin@southlandsea.com.au**	**Phone: 4721 1111** **Fax: 4721 1112** **Ref: Ali Khanchedar**
co-agent		
vendor	[redacted]	
vendor's solicitor	**Glenmore Conveyancing** **2 Yellow Gum Close, Glenmore Park NSW 2745** **Email: sandy@glenmoreconveyancing.com.au**	**Phone: (02) 4733 8500** **Fax: (02) 4733 8511** **Ref: SB:AN:23/0262**
date for completion	**35 days after the contract date** (clause 15)	
land (address, plan details and title reference)	**102 Racecourse Road, South Penrith NSW 2750** **Lot 281 in Deposited Plan 239881** **Folio Identifier 281/239881**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning	☒ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds x2	☒ curtains	☒ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☒ TV antenna
	☒ other: Garden Shed, Ceiling Fan x3 (x1 in bedroom not in working order)			

exclusions		
purchaser		
purchaser's solicitor		
price	$	
deposit	$ _____	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	PURCHASER
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)		PURCHASER (COMPANY)	
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

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

Nominated *Electronic Lodgement Network (ELN)* (clause 4):

Manual transaction (clause 30) ☒ NO ☐ yes

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

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – 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 representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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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 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 *planning agreement*
☐ 12 section 88G certificate (positive covenant)
☐ 13 survey report
☐ 14 building information certificate or building certificate given under *legislation*
☐ 15 occupation certificate
☐ 16 lease (with every relevant memorandum or variation)
☐ 17 other document relevant to tenancies
☐ 18 licence benefiting the land
☐ 19 old system document
☐ 20 Crown purchase statement of account
☐ 21 building management statement
☒ 22 form of requisitions
☐ 23 *clearance certificate*
☐ 24 land tax certificate

Home Building Act 1989

☐ 25 insurance certificate
☐ 26 brochure or warning
☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

☐ 28 certificate of compliance
☐ 29 evidence of registration
☐ 30 relevant occupation certificate
☐ 31 certificate of non-compliance
☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

☐ 33 property certificate for strata common property
☐ 34 plan creating strata common property
☐ 35 strata by-laws
☐ 36 strata development contract or statement
☐ 37 strata management statement
☐ 38 strata renewal proposal
☐ 39 strata renewal plan
☐ 40 leasehold strata - lease of lot and common property
☐ 41 property certificate for neighbourhood property
☐ 42 plan creating neighbourhood property
☐ 43 neighbourhood development contract
☐ 44 neighbourhood management statement
☐ 45 property certificate for precinct property
☐ 46 plan creating precinct property
☐ 47 precinct development contract
☐ 48 precinct management statement
☐ 49 property certificate for community property
☐ 50 plan creating community property
☐ 51 community development contract
☐ 52 community management statement
☐ 53 document disclosing a change of by-laws
☐ 54 document disclosing a change in a development or management contract or statement
☐ 55 document disclosing a change in boundaries
☐ 56 information certificate under Strata Schemes Management Act 2015
☐ 57 information certificate under Community Land Management Act 2021
☐ 58 disclosure statement - off-the-plan contract
☐ 59 other document relevant to off-the-plan contract

Other

☐ 60

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

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IMPORTANT NOTICE TO VENDORS AND PURCHASERS
Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS
The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION
Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989,* Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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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	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* d scharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digita ly Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to $2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mo tgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind* the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount he d 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*.

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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.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

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

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

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

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

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

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

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

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

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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

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

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

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

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

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

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

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

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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SPECIAL CONDITIONS

1. Clauses 1-32 inclusive in this Contract shall be and shall be deemed to be amended as follows:

   Clause

   5.1 Is deleted.
   7.1.1 The amount of 5% is to be deleted and replaced with $1.00.
   14.2.1 '2 business days' is replaced with '5 business days' and the following sentence is to be added at the end of the clause, 'The purchaser agrees to pay as an allowance to the vendor the sum of $165.00 (inclusive of GST) for any delay in service of the adjustment figures'.
   14.4.2 Is deleted.
   18.7 Is deleted.
   23.13 Any reference to 'the vendor' is replaced with 'the purchaser'.
   23.14 Is deleted in its entirety.
   25. Is deleted in its entirety.
   29. Is deleted in its entirety.
   31.2 '5 business days' is replaced with '2 business days'.

2. The Purchaser acknowledges that he has inspected the property and any and all improvements on the property and accepts them in their present position, condition and state of repair and subject to all faults and defects if any whether latent or patent. The purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of the condition of the property. Nor shall the purchaser require the vendor to carry out any work or expenditure of any money in respect of the property or improvements after exchange of Contracts.

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

4. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity has this clause not been included herein should either party (or, any one of them if there be more than one) prior to completion:-

   (a) Die or become incapable at law because of mental illness then the vendor may rescind the Contract and the provisions of clause 19 shall apply. Neither party shall have any further rights or claims against the other in respect of any matters arising out of such.

   (b) Being a company resolve to go into liquidation or have a petition for the winding up of such party presented or enter into any compromise or arrangement with its creditors under Part 5.1 of the Corporations Law or any substitution therefore or should any

liquidator, receiver, or official manager be appointed in respect of such party then such party shall be deemed to be in default hereunder.

5. It is an essential term of this Contract that in the event that completion does not take place by the completion date and provided that the delay in completion is not attributable to the Vendor then:-

   (a) The Purchaser agrees that it will pay to the vendor interest calculated at the rate of ten percent (10%) per annum on the balance of purchase monies outstanding hereunder on a daily rate, such interest to be computed from the date provided for completion until the actual date of completion.

   (b) The Purchaser agrees to pay as an adjustment on settlement the sum of $330.00 representing agreed expenses incurred by the Vendor for the drafting, engrossing and serving of a Notice to Complete upon the Purchaser.

   It is agreed that the damages referred to are a genuine pre-estimate of the costs and expenses incurred due to the delay.

6. The Purchaser will acquire the subject property as presently effected by all existing water, sewerage, drainage, plumbing, gas electricity, telephone communication and other installations, systems and services (if any) hereinafter called “the services” together with any associated easements, pipes, mains, channels, cables, wires or connections whether above or underground, as shall presently exist and the purchasers shall make no objection, requisition or claim for compensation regarding the nature, location, availability or non-availability of the services or any of them.

7. It is expressly agreed between the parties that in circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be a reasonable and sufficient notice for this purpose.

8. The Purchaser shall not be entitled to require the Vendor prior to settlement to register a Discharge of any Mortgage or Withdrawal of Caveat affecting the subject land but will accept on settlement a properly executed Discharge of any such Mortgage or Withdrawal of any such Caveat together with the appropriate registration fees therefore.

9. The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any Real Estate Agents, except the agent (if any) nominated in this Contract and the Purchaser indemnifies the Vendor (and if more than one, each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty. It is agreed that this indemnity shall be a continuing indemnity not merging on completion.

10. (a) In the event that the Vendor is proposing to purchase or lease another property, whether solely or with other person/s, whether interstate or in New South Wales and requires the deposit referred to on Page 1 of this Contract to be released, the Purchaser hereby authorises the release of such deposit. This special condition is

sufficient authority to the deposit holder for such release.

(b) In the event that the vendor requires the deposit referred to on Page 1 of this Contract to be released for the payment of Stamp Duty and/or Land Tax, the purchaser hereby authorises the release of such deposit. This special condition is sufficient authority to the deposit holder for such release.

(c) The Purchaser agrees to direct the deposit holder to release any deposit monies held by them shortly prior to completion, in order to cover the payments required at completion. The Vendor undertakes to return such funds to the deposit holder in the event that settlement of the matter is aborted for any reason and is not re-scheduled to take place within 48 hours. This special condition is sufficient authority to the deposit holder for such release.

11. The Purchaser acknowledges that the title particulars provided in this Contract are sufficient particulars of title to enable the Vendor to prepare appropriate dealings and give effect to the Contract.

12. The Parties agree that should the Vendor allow the purchaser to occupy the property prior to completion and no rental fee is agreed in writing, then the amount shall be 0.1% of the purchase price herein per week until completion and should completion not be effected in accordance with the completion date then this amount shall be increased to 0.2% of the price herein. The parties further agree that the Council and Water Rates shall be adjusted from the date of the Purchasers occupation.

13. It is agreed between the parties if completion of this matter is not effected in accordance with the Contract, for each completion date made by the Purchaser and/or the Purchaser's representative and cancelled, through no fault of the Vendor, the amount of one hundred and sixty-five dollars ($165.00) inclusive of GST is to be paid to the Vendor's Conveyancer on completion.

14. Deposit by Instalments

    (a) Notwithstanding any other provision of this contract, if a cooling-off period applies, then the deposit may be paid by two (2) instalments as follows:

        (i) An amount equivalent to 0.25% of the purchase price - on or before the making of this contract:
        (ii) An amount equivalent to 9.75% - no later than 5.00pm on the expiration of the cooling off period (time being of the essence).

15. Should there be any discrepancies or contradictions between these Special Conditions and the standard Clauses of the Contract. Then these Special Conditions shall prevail.

16. If the Contract is subject to 'Vacant Possession' and there is a tenant residing in the property, notwithstanding any other provisions herein, the Completion Date shall be the later of the following:-

    - The Date for Completion as noted on the front page of the Contract; or
    - Within seven (7) days of the Vendor's conveyancer providing the purchaser's conveyancer with written notice that the Tenant has/will be vacating

    The Vendors warrant that notice will be served upon the tenant immediately upon the expiration of the cooling off period and in any event this date shall not exceed three (3) months from the date hereof, otherwise either party shall be entitled to rescind the provisions of Clause 19 shall apply.

17. The parties hereby acknowledge that a diagram from the recognised sewerage authority that purports to show the location of any sewer lines on the land upstream of the point of connection to the authority's sewer main (including the point of connection) is not available from the authority in the ordinary course of administration.

18. The Vendors disclose and the purchaser acknowledges that the deck was constructed without the consent of Penrith City Council.

    The purchaser acknowledges and agrees that the disclosure by the Vendor above is sufficient disclosure for the purposes of Section 52A of the Conveyancing Act, 1919 as amended and the Conveyancing (Sale of Land) Regulations, 2017. The purchaser agrees and acknowledges to take title subject thereto and shall not rescind, terminate, make objection, raise any requisition, claim for compensation or delay completion, for any reason by virtue of the disclosure made pursuant to this Clause.

19. For the purpose of clause 5.2 the Vendor is only obliged to respond to the form of requisitions on title annexed to this Contract for Sale.

REQUISITIONS ON TITLE

Property: 102 Racecourse Road, South Penrith NSW 2750

Vendor: Luciano Vranich and Phyllis Jean Vranich

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends

not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?

2. Are there any encroachments by or upon the property?

3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?

4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?

5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?

2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?

2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.

3. Are there any give and take fences?

4. Are there any agreements with neighbours relating to fencing?

5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?

6. Has the vendor any water licence or rights under the Water Management Act 2000?

7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?

8. Are there any enclosure permits that attach to the property?

9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?

10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?

11. Is there any application to the Crown for purchase or conversion of a holding?

12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.

2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?

3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.

4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.

LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 281/239881

SEARCH DATE	TIME	EDITION NO	DATE
27/6/2023	9:11 AM	-	-

VOL 11467 FOL 176 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 281 IN DEPOSITED PLAN 239881
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP239881

FIRST SCHEDULE

LUCIANO VRANICH
PHYLLIS JEAN VRANICH
AS JOINT TENANTS (CN N224885)

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP236837 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
3 DP237522 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
4 DP239022 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP239299 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP239881 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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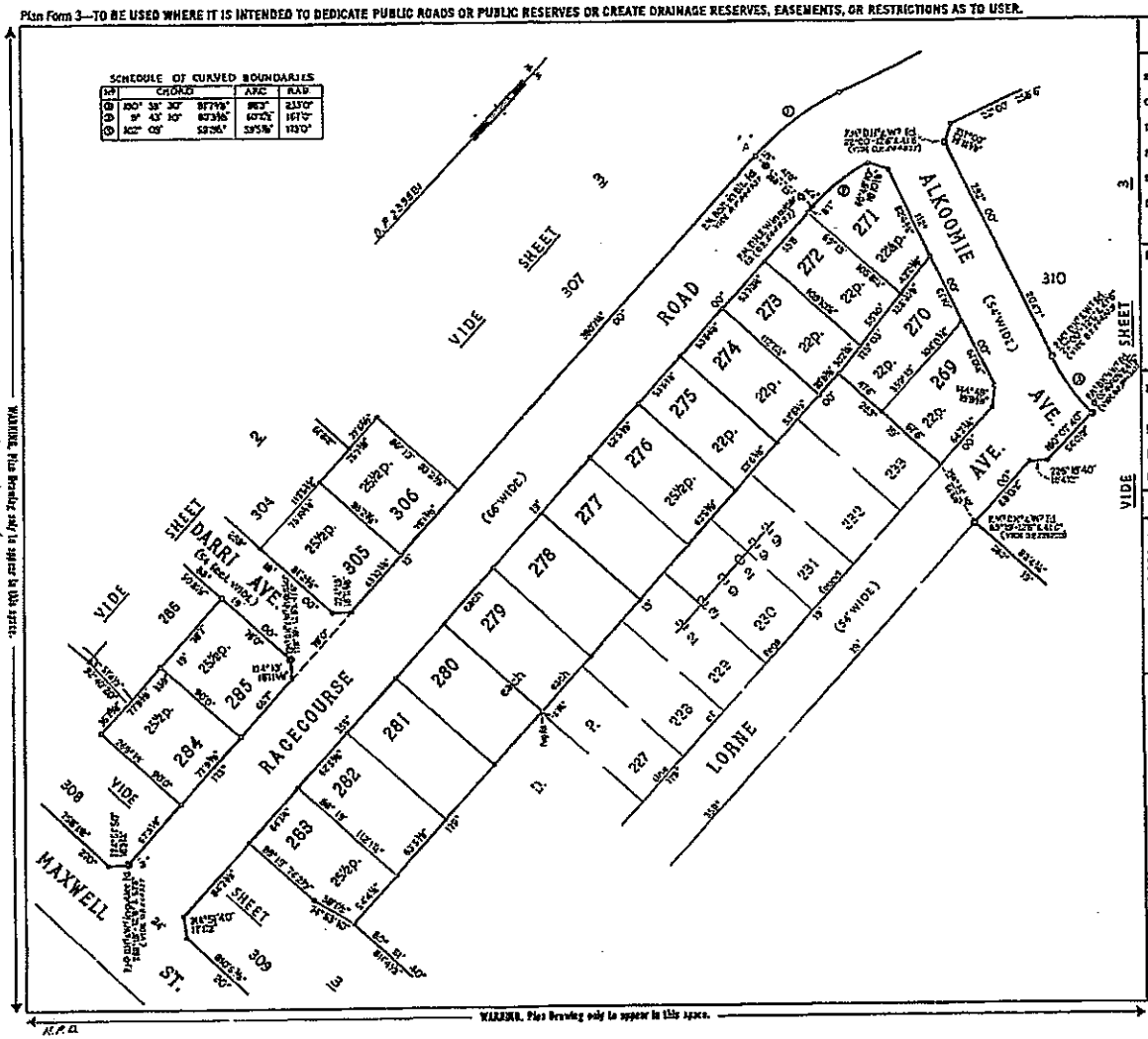
Req:R767301 /Doc:DP 0239881 P /Rev:12-Jun-1992 /Sta:OK.OK /Prt:24-Oct-2006 10:19 /Pgs:ALL /Seq:1 of 3
Ref:06/0963 V /Src:M

Plan Form 3—TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.

* OFFICE USE ONLY.



DP 239881

Registered: 12-11-1970
C.A. 104/10 of 11-9-70
Title System: Torrens
Purpose: Subdivision
Ref. Map: CCC 340
Last Plan: DP 239299

PLAN OF
SUBDIVISION OF LOT 268
D.P. 239299 BEING THE RESIDUE
AFTER DP 544927

Scale: 60 feet to an inch

City: PENRITH
Locality: PENRITH
Parish: MULGOA
County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets

John Joseph Volmer of LEGRADE & CO of 112A Pacific Highway, Roseville.

Surveyor registered under Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan

Signature: [illegible]

Surveyor registered under Surveyors Act, 1929, as amended. Prince Lord of Ashfield. "A.S.B."
*Delete one either (1) or (2). Insert date of survey.

Formal for use only for statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

It is intended to dedicate Darri Ave. (54 feet WIDE) together with splayed corners to the Public for Road purposes
* Pursuant to Sec. 88 b of the Conveyancing Act 1919-1964.
It is intended to create:-
1. Easement to drain water 6 feet wide
2. Restrictions as to user.

* Instrument filed as M64059

SIGNATURES AND SEALS ONLY.

THE COMMON SEAL of LEND LEASE FINANCE PTY. LIMITED was hereunto affixed by the authority of the Directors in the presence of

DIRECTOR

SECRETARY

THE COMMON SEAL of LEND LEASE CORPORATION LIMITED was hereunto affixed by the authority of the Directors in the presence of

Director

Secretary

Council Clerk's Certificate. 104/70

I hereby certify that:-
(1) the requirements of the Local Government Act, 1919 (other than the requirements for the exclusion of plans), and
*(2) the requirements of section 344 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, (Hunter District Water, Sewerage, and Drainage Act, 1938, as amended,
have been complied with in the application in relation to the proposed SUBDIVISION (insert "new road" or "subdivision") and that

Solicitor No. R177(g)

Date 11-9-70 Council Clerk.
(Signature)
*This part of certificate to be deleted where the application is only for the creation of a new road or where the land to be subdivided is wholly within the area of operation of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board. (Delete if inapplicable.)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SURVEYOR'S REFERENCE: PENRITH – STAGE 8

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 239881 SH 1/3

FEET	INCHES	METRES
8	1	2.464
12	6	3.810
16	4 1/2	4.991
16	5 3/4	5.124
16	10 7/8	5.293
16	11 5/8	5.172
17	1 1/2	5.220
19	7 3/8	6.029
25	8 3/8	7.623
23	8 5/8	7.229
30	2 3/4	9.214
36	7 3/8	11.160
36	7 3/8	11.160
37	6 5/8	11.446
39	1 1/2	11.925
41	-	12.497
42	6	12.649
42	2 3/8	12.862
47	6	14.478
50	2 1/8	15.294
51	4 1/2	15.659
53	6	16.307
53	6 3/8	16.316
53	10 1/4	16.415
54	-	16.459
54	8 1/2	16.472
54	4 1/8	16.367
55	8	16.967
55	10	17.018
56	6 1/2	17.234
59	2 1/8	18.048
59	5 7/8	18.132
60	3 5/8	18.388
60	7 1/2	18.479
61	8 1/8	18.598
61	8 1/2	18.684
61	10	18.847
62	5 3/8	19.034
63	10 3/8	19.466
63	10 5/8	19.472
64	1 1/4	19.559
64	2 3/4	19.577
66	-	20.117
66	7	20.295
67	6	20.574
67	6 7/8	20.697
67	9 7/8	20.672
69	0 1/2	21.044
74	2 1/2	22.619
75	1 3/8	22.895
75	10 5/8	23.130
77	9 3/8	23.708
77	9 3/4	23.717
78	-	23.774
78	7	23.952
81	2 3/8	24.749
87	4 3/4	25.114
89	7 3/8	25.791
89	7 3/8	25.791
88	4 3/4	26.993
99	-	27.432
91	7 5/8	27.930
92	5	28.118
93	2 3/8	28.487
104	8 3/4	31.718
105	8 1/4	32.214
107	10 1/4	33.484
112	1 1/8	34.164
115	5 3/8	34.574
120	3 1/8	35.894
167	-	50.902
173	-	52.726
205	7	62.357
233	-	71.018
258	6	78.791
380	1 1/8	115.856
412	6	125.730

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 239881 SH 1/3 CONTD

FEET	INCHES	METRES
758	1 1/2	231.077
811	4 1/2	247.387
910	5 3/8	277.585

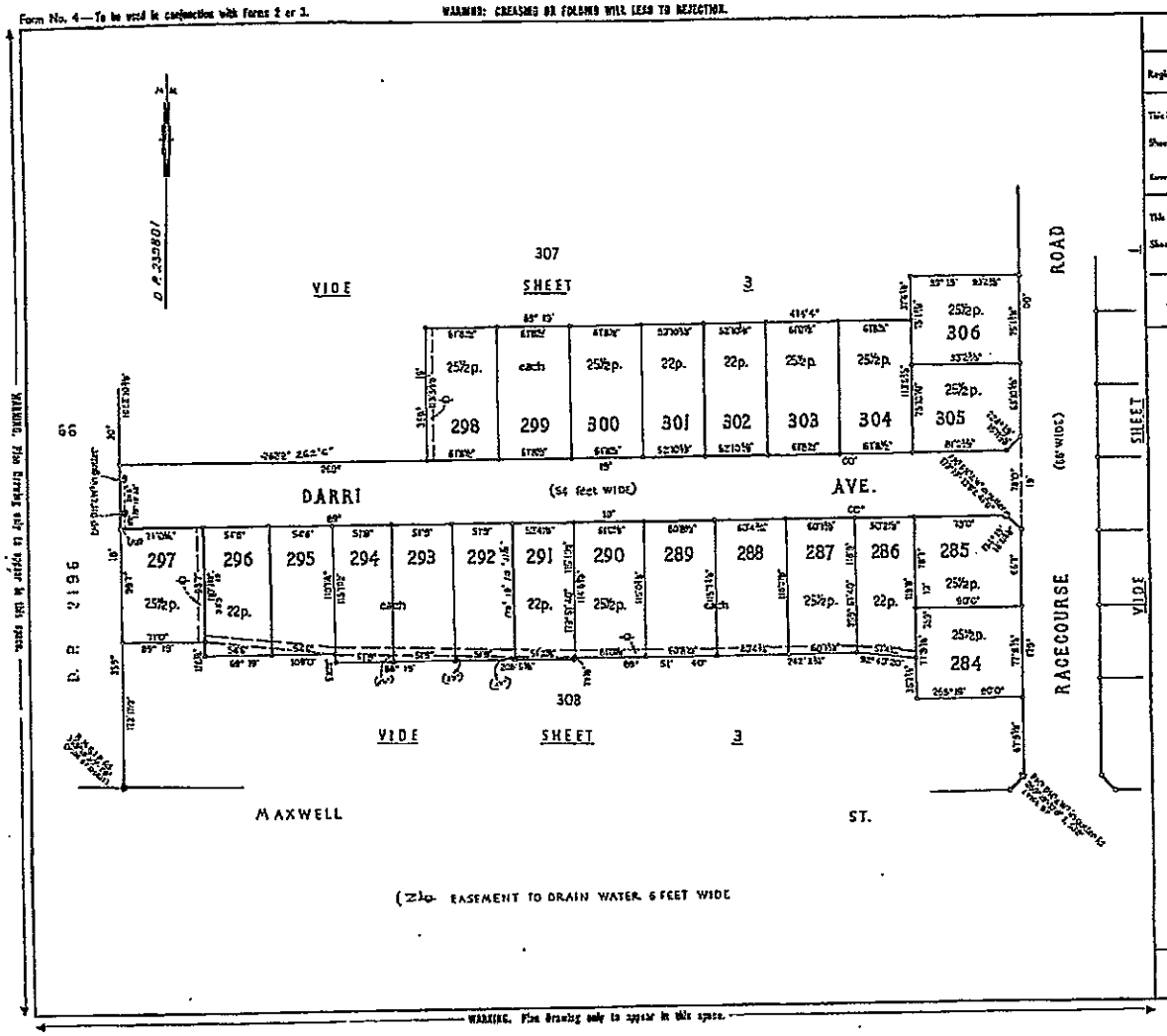
AC	RD	P	SQ M
-	-	20	556.8
-	-	22 1/8	562.8
-	-	25 1/2	645

I, Bruce Packard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 2nd day of August, 1977

1

Req:R767301 /Doc:DP 0239881 P /Rev:12-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:19 /Pgs:ALL /Seq:2 of 3
Ref:06/0963 V /Scr:M

Form No. 4—To be used in conjunction with Forms 2 or 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



D.P.239881

Registered 27.12.1970

This is Sheet 2 of my plan of 3

Sheets dated 11-5-70

Surveyor registered under Surveyors Act 1929, as amended.

This is Sheet 2 of the plan of 3

Sheets covered by my Certificate No. —

10/9/70 of 11.9.70

Council Clerk

Scale 60 feet to an inch

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 239881 SH 2/3

FEET	INCHES	METRES
1	6	0.457
1	6 1/8	0.460
2	7	0.787
3	-	0.914
3	8	1.118
4	9	1.448
5	10 1/4	1.784
6	-	1.829
11	6 1/4	3.512
12	6	3.810
16	11 3/8	3.172
29	-	8.839
36	7 3/8	11.160
36	7 3/8	11.160
37	6 5/8	11.246
42	6	12.649
50	2 1/8	15.294
51	2 7/8	15.618
51	4 1/2	15.659
51	9	15.773
52	4 1/8	15.956
52	10 5/8	16.137
53	6	16.387
54	-	16.459
54	6	16.612
60	1 3/8	18.323
60	4 3/4	18.885
60	8 1/2	18.984
61	0 1/8	18.956
61	8 1/2	18.889
63	10 3/8	19.466
63	10 5/8	19.472
66	-	20.117
66	7	20.295
67	9 7/8	20.472
71	-	21.641
71	8 1/4	21.647
75	1 3/8	22.895
75	10 5/8	23.130
77	9 3/8	23.798
78	-	23.774
78	7	23.952
81	2 3/8	24.747
90	-	27.432
93	7 3/8	28.487
98	7	30.048
109	-	33.223
113	1 1/4	33.540
113	5 3/8	34.579
114	5 3/8	34.884
115	0 3/8	35.062
115	7 3/8	35.239
115	7 3/8	35.239
115	11 1/2	35.344
116	2 1/8	35.413
116	7	35.585
119	9	36.500
122	11 1/2	37.470
199	9	60.884
206	5 7/8	62.938
242	2 3/4	73.831
263	6	80.010
414	4	126.289
1063	10 3/8	324.961

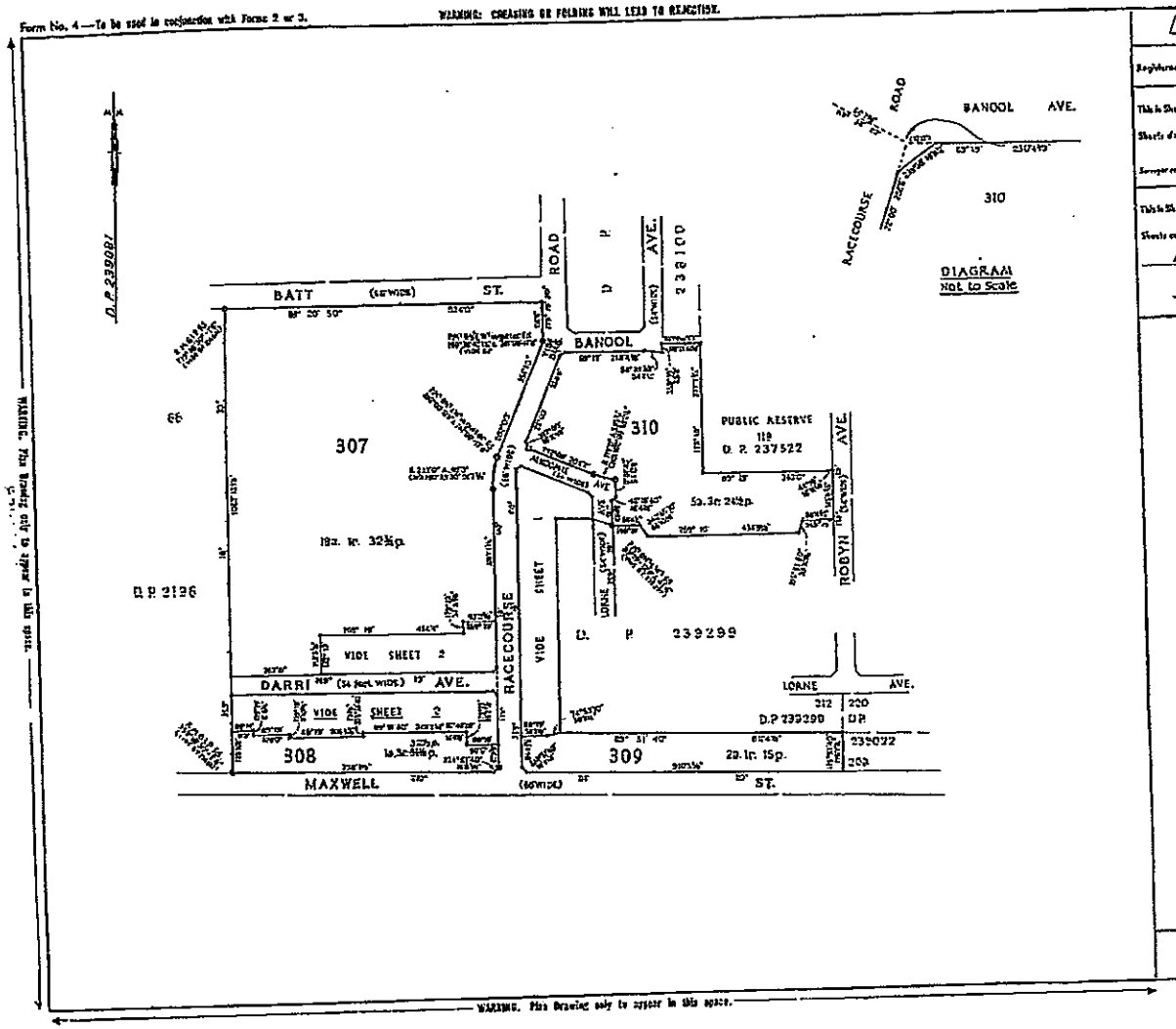
AC	RD	P	SQ M
-	-	22	556.4
-	-	25 1/2	645

I, Bruce Richard Darley, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 2nd day of August, 1977

2

Req:R767301 /Doc:DP 0239881 P /Rev:12-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:19 /Pgs:ALL /Seq:3 of 3
Ref:06/0963 V /Scn:M

Form No. 4—To be used in conjunction with Forms 2 or 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



DP239881

Registered 11.9.70.

This is Sheet 3 of my plan in 3 Sheets dated 9.9.70

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet 3 of the plan of 3 Sheets covered by my Certificate No. 104/70 of 11.9.70.

Council Clerk.

Scale: 200 feet to an inch

Area for 308 is 30.332p. amended in Reg. Gen. Dep. at Surveyors request

CONVERSION TABLE ADDED BY REGISTRAR GENERAL'S DEPARTMENT

DP 239881 SH 3/3

FEET	INCHES	METRES
1	6	0.457
1	6 1/8	0.460
5	10 1/4	1.784
11	6 1/4	3.512
12	-	3.658
12	6	3.810
12	7 1/4	.187
16	4 1/2	4.991
16	9 3/4	5.124
16	11 5/8	5.172
17	1 1/2	5.220
17	6	5.485
19	11 3/4	6.070
25	2	7.671
28	10 1/2	8.601
30	10 1/2	9.321
36	7 3/8	11.168
36	7 5/8	11.160
37	6 5/8	11.496
38	10 1/2	11.849
39	1 1/2	11.925
41	5 1/8	12.527
41	6	12.649
50	10 1/4	15.500
51	4 1/2	15.659
54	-	16.457
54	8 1/2	16.472
54	2 3/4	16.525
59	2 1/4	18.040
59	5 7/8	18.132
66	-	2.137
66	7 1/8	20.298
67	9 7/8	20.472
69	8 1/2	21.044
71	-	21.641
74	2 1/2	22.619
84	7 3/8	25.791
84	7 3/8	25.791
88	9 3/8	26.985
90	-	27.432
91	7 5/8	27.938
92	3	28.118
93	2 3/8	28.487
109	-	33.223
110	-	33.528
113	9 3/8	34.579
113	5 3/4	34.588
116	2 1/4	35.414
116	8	35.560
122	11 1/2	37.478
145	11 3/4	44.496
204	7	62.357
205	5 7/8	62.538
216	4 3/8	66.558
218	4 3/8	66.558
230	-	70.104
230	9 3/8	70.215
230	9 3/8	70.215
233	-	71.018
242	2 3/4	73.831
258	6	78.791
262	6	80.018
351	10	107.234
365	-	111.492
377	7 3/4	115.106
380	1 1/4	115.956
414	4	126.289
454	9 1/8	138.415
756	1 1/2	231.077
811	4 1/2	247.107
910	3 3/8	277.505
924	-	281.635
1062	10 3/8	323.463

CONVERSION TABLE ADDED BY REGISTRAR GENERAL'S DEPARTMENT

DP 239881 SH 3/3 CONTD

AC	RD	P	SQ M
1	3	32 1/2	7904
2	1	15	9485

AC	RD	P	HA
5	3	24 1/2	2.587
18	1	32 3/4	7.468

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 2nd day of August, 1977

3

Req:R767366 /Doc:DP 0239881 B /Rev:25-Jun-1992 /Sta:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:1 of 2 /Total:2 /Opt:06/0963 V /Scr:M

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 80

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 23rd April, 1990

M. 64059 (3)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Part

Plan: D.P. DP239881

Subdivision of/Lot 268 in Deposited Plan 239299 covered by Council Clerk's Certificate No. 104/70.

PART 2

1. Terms of restrictions as to user secondly referred to in abovementioned plan.

(a) That not more than one main building shall be erected or permitted to remain on any lot and such main building shall not be used for any purpose other than a single private dwelling house and shall have an overall floor area excluding any attached garage or carport of not less than 850 square feet.

(b) That no garage or out building shall be erected or permitted to remain on any lot except until after or concurrently with the erection of any such main building.

(c) That no roof of any building erected on any lot shall be of corrugated tin or iron provided that nothing in this clause contained shall preclude or prohibit a building having a flat or low pitched roof covered with a steel deck type roofing material.

(d) That no fence shall be erected or permitted to remain along the street frontage of the land hereby transferred nor along or within any side boundary extending from the front boundary to the front alignment of the main building or to the front alignment of any main building on the land immediately adjoining and having a common boundary with the land hereby transferred provided that this clause shall not preclude the erection of brick or masonry screen walls attaching to and forming part or extension of any such main building.

(e) That any dividing fence erected along or within any of the boundaries of the land hereby transferred shall not exceed five (5) feet in height nor shall be of any material other than brick masonry or interlocking or welded chain or wire mesh attached to steel posts.

(f) That for the benefit of any adjoining land owned by Lend Lease Homes Pty Limited but only during the ownership thereof by Lend Lease Homes Pty Limited its successors and assigns other than purchasers on sale no fence will be erected on any lot to divide the same from such adjoining lot without the consent of Lend Lease Homes Pty Limited but such consent shall not be withheld if such fence is erected without expense to Lend Lease Homes Pty Limited and in favour of any person dealing with the transferee from Lend Lease Homes Pty Limited such consent shall be deemed to have been given in respect of every such fence for the time being erected.

(g) That no building erected or permitted to remain upon any lot or any part of such building shall be used or permitted to be used for the purpose of advertising or exhibition or any purpose ancillary thereto.

THE COMMON SEAL OF LEND LEASE HOMES PTY LIMITED was hereunto affixed by the authority of the Directors in the presence of:

LEND LEASE HOMES PTY. LIMITED Common Seal

Secretary

Director

Approved by Council 11/9/70.

Sheet two of three

THE COMMON SEAL of LEND LEASE CORPORATION LIMITED was hereunto affixed by the authority of the Directors in the presence of:-

Secretary

Director

Instrument pursuant to Regulation 52D Conveyancing Act Regulations, 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan. 239881

12-11-1970.

Req:R767366 /Doc:DP 0239881 B /Rev:25-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Prof:2 Page(s) of 2
Ref:06/0963 A /Scr:M

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	80

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.
23rd April, 1990

M 64059

(1)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

PART 1

Plan: D.P. DP239881

Part Subdivision of Lot 268 in Deposited Plan 239299 covered by Council Clerk's Certificate No. 104/70.

Full name and address of proprietor of the land.

LEND LEASE HOMES PTY LIMITED
47 Macquarie Street,
Sydney.

1. Identity of easement or restriction firstly referred to in above-mentioned plan.

Easement to drain water 6 feet wide.

Schedule of Lots etc. affected.

Lots burdened	Lots, name of road or Authority benefited.											
297	Penrith City Council.											
297	296	295	294	293	292	291	290	289	288	287	286	284
296		295	294	293	292	291	290	289	288	287	286	284
295			294	293	292	291	290	289	288	287	286	284
294				293	292	291	290	289	288	287	286	284
293					292	291	290	289	288	287	286	284
292						291	290	289	288	287	286	284
291							290	289	288	287	286	284
290								289	288	287	286	284
289									288	287	286	284
288										287	286	284
287											286	284
286												284
298	307											

2. Identity of easement or restriction secondly referred to in above-mentioned plan:

Restrictions as to user

B

Schedule of lots etc. affected.

Lots burdened	Lots, name of road or Authority benefited
Each lot except Lots 307, 308, 309, 310	Every other lot except Lots 307, 308, 309, 310

THE COMMON SEAL of LEND LEASE HOMES PTY LIMITED was hereunto affixed by the authority of the Directors in the presence of:

Secretary

Director

Approved by Council

11/9/70.

Sheet one of three

THE COMMON SEAL of LEND LEASE CORPORATION LIMITED was hereunto affixed by the authority of the Directors in the presence of:-

Secretary

Director

(2)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan: DP239881

Part Subdivision of Lot 268 in Deposited Plan 239299 covered by Council Clerk's Certificate No. 104/70.

(h) That no advertisement hoarding sign or similar structure or advertising sign or notice shall be erected or be permitted to be erected or to remain upon any lot or upon any building erected upon any lot other than a "For Sales" or builders sign no larger than 3' x 2'3".

(i) That no building shall be erected on any lot with external walls of materials other than brick, stone, concrete, glass, aluminium, timber or fibro or any combination of the same provided that timber or fibro shall not be used in external walls except as infill panels or gable infills in conjunction with all or any of the other materials hereinbefore mentioned and the proportion of timber or fibro so used in relation to the total external wall area shall not exceed 20 per cent thereof provided that nothing in this clause contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials with an external brick veneer or aluminium face.

Name of person empowered to release, vary or modify restrictions secondly referred to in abovementioned plan.

Lend Lease Homes Pty Limited until 31st December 1981 and thereafter the restriction as to user secondly referred to in the abovementioned plan shall lapse and be of no force or effect.

THE COMMON SEAL of LEND LEASE HOMES PTY LIMITED was hereunto affixed by the authority of the Directors in the presence of:

Secretary

Director

Sheet three of three

Approved by Council

11/9/70.

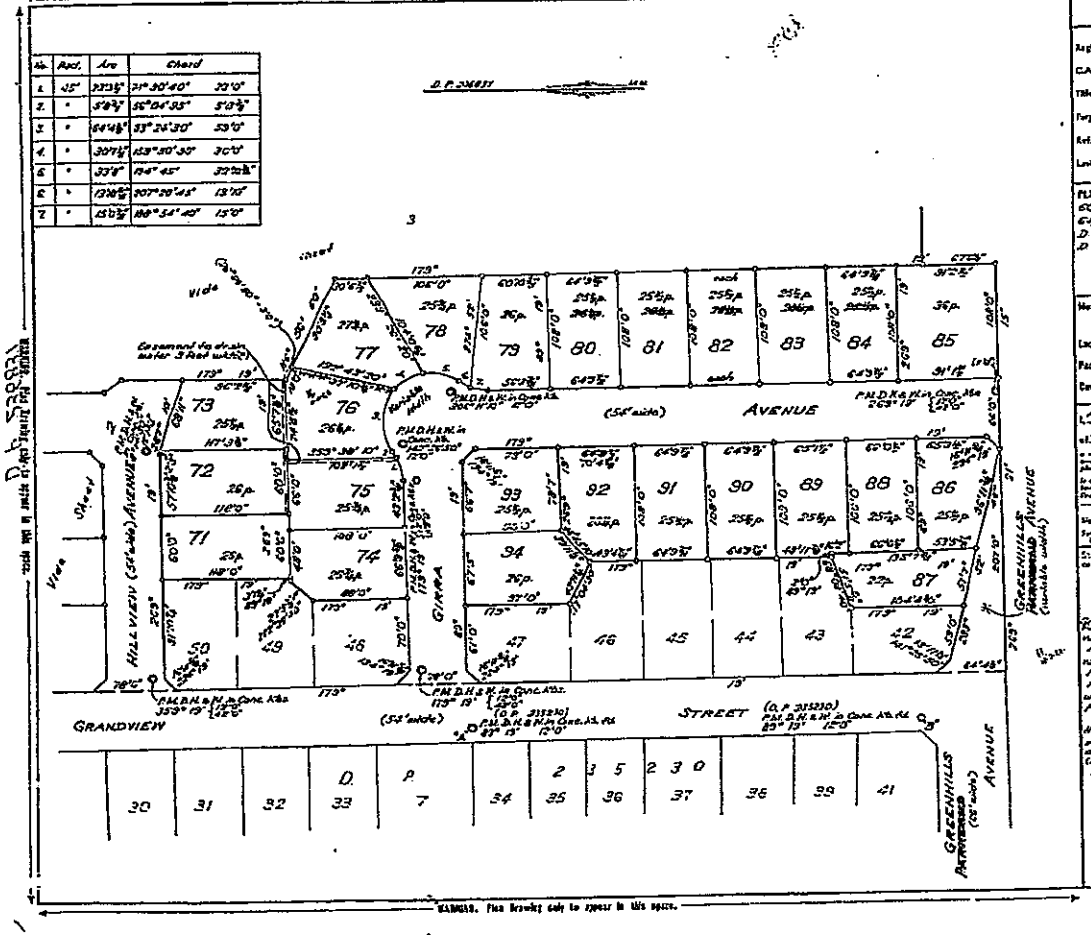
COMMON SEAL of LEND LEASE CORPORATION LIMITED was hereunto affixed by the authority of the Directors in the presence of:-

Secretary

Director

Plan Form 3—TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.

No.	Rad.	Arc	Chord	
1.	45'	23°13½"	21°30'40"	20'0"
2.	"	5°8½"	86°04'55"	5'0½"
3.	"	64°48½"	33°26'30"	59'0"
4.	"	307°17½"	153°30'30"	90'0"
5.	"	33'8"	194°45'	32'0½"
6.	"	130°8½"	307°30'45"	13'10"
7.	"	150°8½"	180°54'40"	15'0"



D. P. 236837

Registered: 10-7-62
C.A. 2177(b) of 10-7-62
Title System: TORRENS
Purpose: Subdivision
Ref. Map: CCC 840
Last Plan: D.P. 2136*, D.P. 235230*, D.P. 524111

PLAN OF SUBDIVISION OF LOT 60 IN D.P. 235230 LOTS 64, 67, 68, 69, 70 & 71 IN D.P. 2136 AND LOT 2 IN D.P. 524111.

Scale: 60 feet to an inch

Municipality: PENRITH
Locality: PENRITH
Parish: MULGOA
County: CUMBERLAND

ANTHONY CLARK GILBERT
122a Pacific Highway, Roseville.

Statement of intention to dedicate public roads or public reserves or create drainage reserves, easements or restrictions as to user.
(Signatures and Seals to appear in panel provided)

It is intended to dedicate Girra Avenue extension of variable width, Girra Avenue 54 feet wide and variable width with splayed corners, Hillview Avenue and Robyn Avenue 54 feet wide with splayed corners for the Public for road purposes.
1. Pursuant to Section 88B of the Conveyancing Act, it is intended to create Easements shown hatched 3 feet wide.
(2) Restrictions as to fencing. Instrument filed as L 221615

WARNING: CHECKING OF PRINTS WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.

THE COMMON SEAL of [illegible] was affixed hereunto in the presence of:

57/62

Council Clerk's Certificate.

I hereby certify that—
(1) the requirements of the Local Government Act, 1919 (after the requirements for the registration of plans), and
*(2) the requirements of section 345 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, [Metro Water Water, Sewerage, and Drainage Act, 1924, as amended],
have been complied with by the applicant in relation to the proposed [illegible]
[illegible] STRATHGILBERT [illegible]
Solicitor No. 2177 (b)
Date: 10-7-62
(Signed) [illegible]
Council Clerk.

This proof of compliance is to be obtained when the certificate is only for the opening of a new road or where the lot is to be subdivided in wholly outside the area of operations of the Metropolitan Water Sewerage and Drainage Board, and the Hunter District Water Board.
(Delete if inapplicable).

AMENDMENTS OR ADDITIONS MADE ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Henry Richard Owden, Registrar General for New South Wales, certify that this negative is a photographic made at a permanent record of a document in my custody this 19th day of July, 1977.

1

CONVERSION TABLE ADDED BY REGISTRAR GENERAL'S DEPARTMENT

DP 236837 SH 1/3

FEET	INCHES	METRES
2	-	0.610
2	3	0.685
3	-	0.914
3	1 1/4	0.946
5	8 3/4	1.737
6	-	1.829
12	-	3.658
12	1 3/4	3.702
13	-	3.962
13	10	4.216
13	10 5/8	4.232
15	-	4.572
15	8 7/8	4.64
16	2	4.928
16	11 5/8	5.172
18	-	5.486
18	11 1/4	5.772
19	-	5.791
23	-	7.010
23	1 1/8	7.080
27	2 7/8	8.351
27	3 3/8	8.368
30	-	9.144
30	5 7/8	9.349
32	7 1/4	9.925
32	10 3/8	10.027
33	8	10.262
36	11 1/4	12.173
42	-	12.802
42	11 1/4	13.487
43	2 3/8	13.147
43	4 7/8	13.236
43	5	13.233
43	5 3/8	13.243
45	-	13.716
48	-	14.630
48	11 3/8	14.919
51	5 3/8	15.608
51	7	15.723
53	-	16.154
53	5 3/8	16.291
54	-	16.459
56	5 7/8	17.167
57	10 3/8	17.637
59	-	17.983
60	-	18.288
60	10 5/8	18.552
61	-	18.593
64	4 1/8	19.412
64	4 1/4	19.615
64	7 7/8	19.758
65	1 1/2	19.850
65	3 1/2	19.901
65	4 5/8	19.929
65	7 1/4	19.996
66	-	20.117
66	6 1/2	20.154
66	7	20.295
66	9 5/8	20.361
67	5	20.549
67	6 1/2	20.587
68	11	21.006
70	-	21.336
70	4 1/8	21.491
70	4 7/8	21.460
70	8 1/2	22.771
75	-	23.774
75	7	23.952
80	-	24.822
93	-	27.432
90	3 1/4	27.515
91	1 1/2	27.775
91	2 1/2	27.880
91	10 3/4	28.010
96	2 1/8	29.315
96	11 3/4	29.529
97	-	29.566

CONVERSION TABLE ADDED BY REGISTRAR GENERAL'S DEPARTMENT

DP 236837 SH 1/3 CONTD

FEET	INCHES	METRES
99	10 3/4	30.418
99	11 3/4	30.474
102	1 1/2	31.128
102	2	31.140
104	0 5/8	31.715
104	4 3/4	31.828
106	-	32.309
106	-	32.918
117	3 3/4	35.787
118	-	35.966
135	7 7/8	41.358
207	-	63.096

AC	RO	P	SQ M
-	-	22	556.4
-	-	23 1/2	595
-	-	25 3/4	651.3
-	-	26	657.6
-	-	26 3/4	663.9
-	-	27 1/4	689.2
-	-	36	910.5

Req:R767323 /Doc:DP 0236837 P /Rev:11-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:19 /Pgs:ALL /Seq:1 of 3
Ref:06/0963 V /Scr:M

Form No. 4—To be used in conjunction with Forms 2 or 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

D. P. 236837

Registered: 15 Number 1

This is Sheet 2 of my plan No. 3

Sheet dated 4.9.67

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet 2 of the plan of 3

Sheets renumbered by my Certificate No. 57/68 of 19.7.68.

Chief Clerk

Scale: 60 feet to an inch

Vide Sheet 3

ROBYN (54' wide) AVENUE

HILLVIEW (54' wide) AVENUE

GRANDVIEW (54' wide) STREET

KEITH (54' wide) ST.

Lots 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 55, 56, 57, 56, 55, 54, 53, 52, 51, 50, 49, 20, 21, 22, 23, 24, 25, 28, 29, 30, 31

D. P. 235230

Easement to drain water (3 feet wide)

Vide Sheet 1

WARNING: This drawing only to appear in this space.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 236837 SH 2/3

FEET	INCHES	METRES
3	-	0.914
9	-	2.742
12	-	3.658
12	1 3/4	3.702
12	9	3.886
14	11 5/8	4.372
15	4 3/4	4.712
17	7 1/2	5.420
42	-	12.802
51	2 3/4	15.615
54	-	16.459
56	1 3/4	17.113
57	2 3/4	17.443
61	11 3/4	18.882
63	-	19.202
64	-	19.507
67	7 1/2	20.612
69	-	21.031
73	-	22.860
76	-	23.774
81	-	24.689
84	-	25.603
91	10 3/4	28.010
91	11 3/8	28.026
113	-	34.442

AC	RD	P	SQ M
-	-	22	556.4
-	-	22 3/4	562.8
-	-	20 1/2	518

AMENDMENTS OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Corfiss, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 16th day of July, 1977

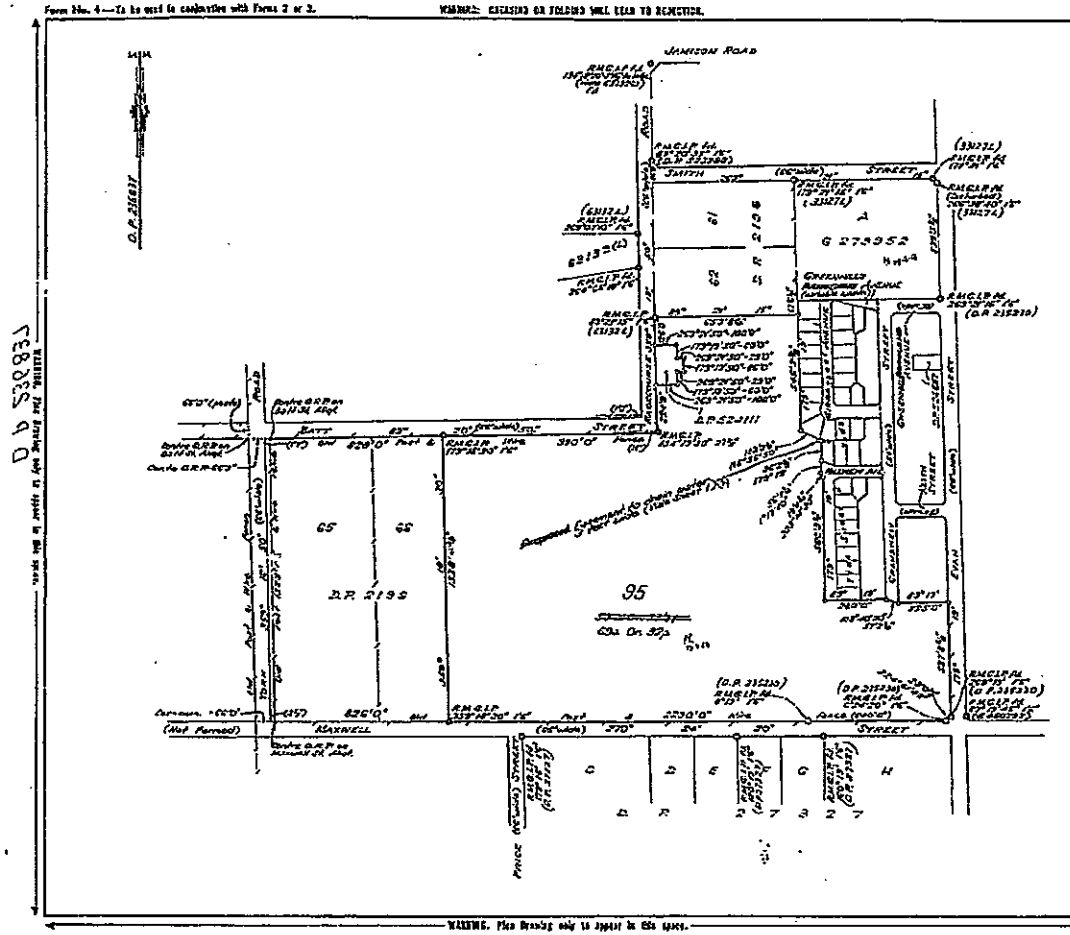
2

Req:R767323 /Doc:DP 0236837 P /Rev:11-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:19 /Pgs:ALL /Seq:2 of 3
Ref:06/0963 V /Src:M

Req:R767323 /Doc:DP 0236837 P /Rev:11-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:19 /Pgs:ALL /Seq:3 of 3
Rof:06/0963 V /Sec:M

Form No. 4—To be used in conjunction with Forms 2 or 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

D.P. 236837



D.P. 236837

Registered 19

This is Sheet 2 of my plan to 3

Sketch dated 4.2.67

This is Sheet 3 of the plan of 3

Sketch surveyed by my Certificate No.

07/68 of 10.7.69.

Council Clerk.

Scale: 330 feet to an inch

CONVERSION TABLE ADDED BY REGISTRAR GENERAL'S DEPARTMENT

DP 236837 SH 3/3

FEET	INCHES	METRES
-	8 1/2	0.216
-	11	0.279
-	6	0.457
1	7	0.483
2	1 1/2	0.648
3	-	0.914
5	8 6/8	1.743
19	4 3/4	5.912
26	-	7.925
28	8 1/8	8.586
29	-	8.839
56	1 3/4	17.133
57	2 3/4	17.443
60	-	18.288
66	-	20.117
66	3	20.193
67	6 1/2	20.587
86	-	26.213
96	2 1/8	29.313
100	-	30.480
103	3 1/4	31.477
126	-	38.405
224	9	68.399
225	-	68.580
280	-	85.344
537	8 5/8	163.697
539	5 1/2	164.427
543	2 3/8	165.176
588	3 1/2	176.873
640	-	195.072
659	8 1/4	201.073
826	-	251.765
828	-	252.374
970	-	301.752
1333	1 3/4	403.293
1358	9 3/4	407.543
2279	-	694.932

AC	RD	P	HG
69	-	32	28

WARNING. Plan Drawing only is lodged in this space.

ENDORSEMENTS OR ALTERATIONS MADE ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photographic copy on a permanent record of a document in my custody this 11th day of July, 1977

3

E221615

E221615

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT. 1919.

PART 1.

Plan: DP236837 — Subdivision covered by Council Clerk's Certificate No. 57/68

Full name and address of proprietor of the land. — Lend Lease Homes Pty Limited, 47-53 Macquarie Street, Sydney 2000

1. Identity of easement or restriction firstly referred to in above-mentioned plan: — Easement to drain water 3 ft. wide.

Schedule of Lots etc. affected.

Lots burdened	Lots, name or road, or Authority, benefited.
75	71,72,73,95
72	71,73,95
73	95
70	95,61,62,63,64,65,66,67,68
68	95,61,62,63,64,65,66,67
67	95,61,62,63,64,65,66
66	95,61,62,63,64,65
65	95,61,62,63,64
64	95,61,62,63
63	95,61,62
62	95,61
61	95

2. Identity of easement or restriction secondly referred to in above-mentioned plan: — Restrictions as to fencing.

Schedule of lots etc. affected.

Lots burdened	Lots, name or road, or Authority, benefited.
Each lot except Lot 95	Each other lot except Lot 95.

PART 2.

2. Terms of restrictions as to fencing secondly referred to in above-mentioned plan:

No paling fences are to be erected along street frontages.

Approved by Council — 26th July, 1960.

THE COMMON SEAL of LEND-LEASE HOMES PTY LIMITED was hereunto affixed by the authority of the Directors in the presence of:-

Secretary — Director

LEND LEASE HOMES PTY LIMITED Common Seal

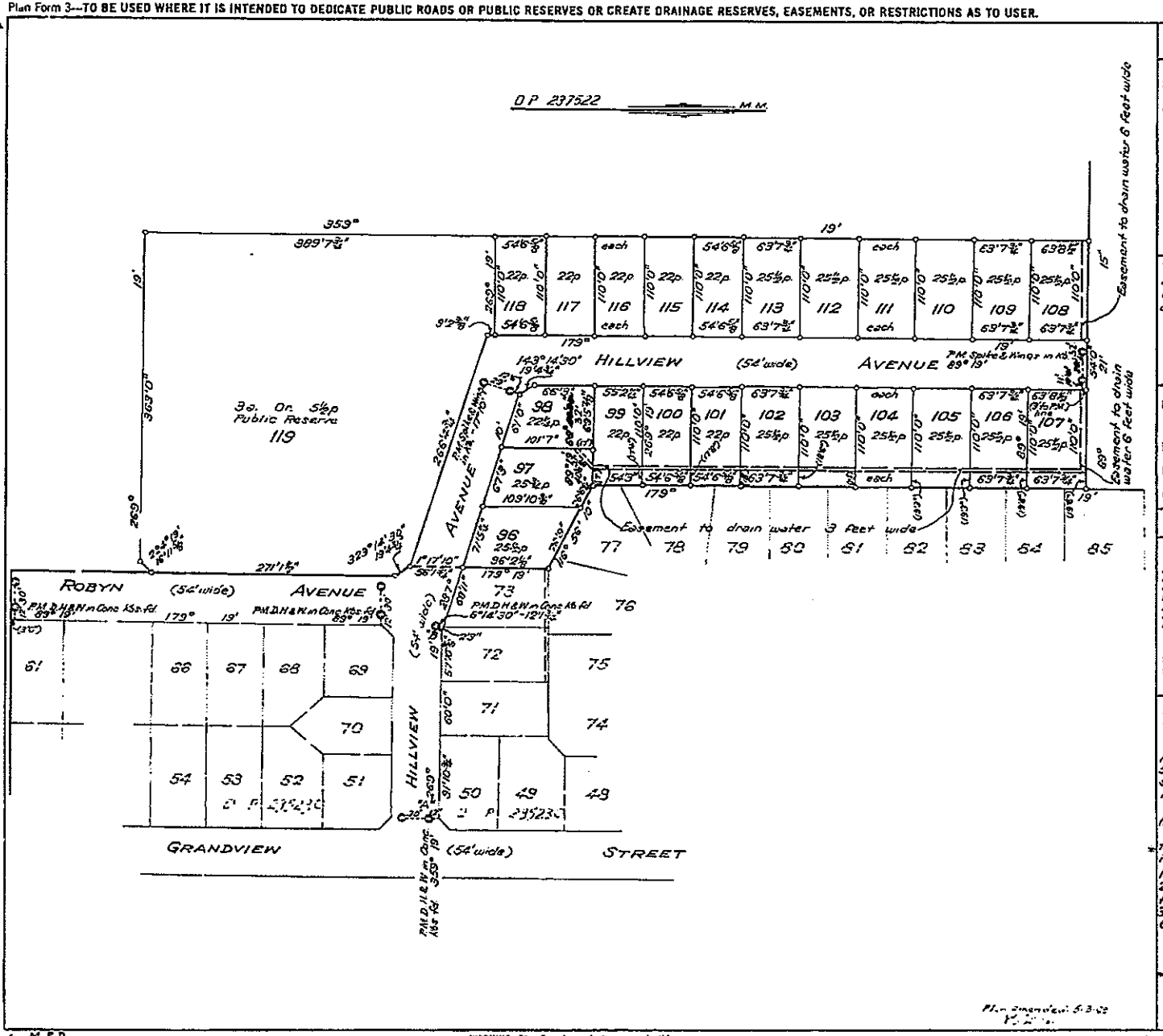
AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.

This negative is a photograph made as a permanent record of a document in the custody of the Registr -eneral this day. 7th May, 1986

Req:R767314 /Doc:DP 0236837 B /Rev:20-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:19 /Pgs:ALL /Seq:1 of 1
Ref:06/0963 V /Src:M

Plan Form 3—TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.

* OFFICE USE ONLY.



WARNING. Plan Drawing only to appear in this space.

SURVEYORS REFERENCE.

D P 237522

Registered: * 12-3-1969

C.A.: № 117/68 of 12 12 68

Title System: Torrens

Purpose: Subdivision

Ref. Map: CCC 340

Last Plan: D P 236837

PLAN OF Subdivision of Lot 95 in Dep. Plan № 236837 being whole of land in Cert. of Title Vol. 10926 Fol. 185

Scale: 80 feet to an inch

City: Penrith

Locality: Penrith

Parish: Mulgoa

County: Cumberland

This is sheet 1 of my plan in 2 sheets

I, Anthony Clark Gilbert

of 132a Pacific Highway, Roseville

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan

is accurate and has been made *(1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 12-7-68

Signature

Surveyor registered under Surveyors Act, 1929 as amended

Datum Line of Bearings "A"—"B"

*Strike out either (1) or (2). Insert date of survey

Panel for use only for statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

It is intended to dedicate Hillview Avenue extension 54 feet wide together with splay corner to the Public for road purposes.

It is intended to dedicate Lot 119 as a Public Reserve.

Pursuant to Section 88B of the Conveyancing Act, as amended, it is intended to create:-

1. Restrictions as to Fencing.
2. Easement to drain water 3 feet wide.
3. Easements to drain water 6 feet wide.

*Instrument Filed as L359913

Req:R767356 /Doc:DP 0237522 P /Rev:09-Feb-1994 /Sts:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:1 of 3
Ref:06/0963 V /Scr:M

WARNING. Plan Drawing only to appear in this space.

DP237522

SIGNATURES AND SEALS ONLY.

THE COMMON SEAL of LEND LEASE HOMES PTY. LIMITED was hereunto affixed on the [illegible] day of the [illegible] in the presence of:-

SECRETARY

DIRECTOR

LEND LEASE HOMES PTY. LIMITED Common Seal

Y 0 2/5 A 2 A

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

Council Clerk's Certificate. 1/7/68.

Hereby certify that—

(a) The requirements of the Local Government Act, 1919 (other than [illegible]) have been complied with in respect of the subdivision of land under Section 318 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, (Hunter District Water, Sewerage, and Drainage Act, 1938, as amended).

(b) Bond has been lodged with the applicant in relation to the proposed [illegible] road or "subdivision") and not bonds.

Subdivision No. 2177(c)

Date 12.12.68

(Signature) Council Clerk.

The proof of certificate to be deleted when the application is only for the opening of a new road or where the land to be subdivided is wholly outside the area of operation of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board. (Delete if inapplicable.)

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 237522 SH 1/2

FEET	INCHES	METRES
1	3	0.381
2	3	0.686
2	5	0.762
3	-	0.914
6	-	1.829
6	3	1.905
7	1 1/2	2.172
7	10 5/8	2.397
9	2 3/8	2.804
9	2 1/2	2.807
10	-	3.048
11	-	3.353
12	-	3.658
12	1 3/4	3.702
12	6	3.810
16	11 5/8	5.172
17	-	5.182
17	4	5.283
17	8	5.385
19	-	5.791
19	3	5.867
19	4 3/4	5.912
19	6	5.944
26	6 1/4	8.084
30	-	9.144
32	-	9.754
40	6 1/8	12.348
54	-	16.459
54	3	16.535
54	6 1/8	16.615
54	6 5/8	16.627
55	2 1/4	16.821
56	1 3/4	17.113
57	10 5/8	17.637
60	-	18.288
61	-	18.593
63	7 3/4	19.359
63	8 1/2	19.418
66	3	20.193
67	3	20.498
68	11	21.006
69	5 7/8	21.180
71	5 1/4	21.774
76	9	23.393
91	10 3/4	28.010
96	2 1/8	29.315
101	7	30.963
109	10 3/4	33.496
110	-	33.528
117	-	35.662
266	4 3/4	81.197
271	1 1/2	82.639
363	-	110.642
389	7 3/4	118.764

AC	RD	P	SQ M
-	-	2 1/2	63.2
-	-	22	556.4
-	-	22 1/4	562.8
-	-	25 1/2	645
-	-	25 3/4	651.3

AC	RD	P	HA
3	-	5 1/2	1.228

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 237522 SH 2/2

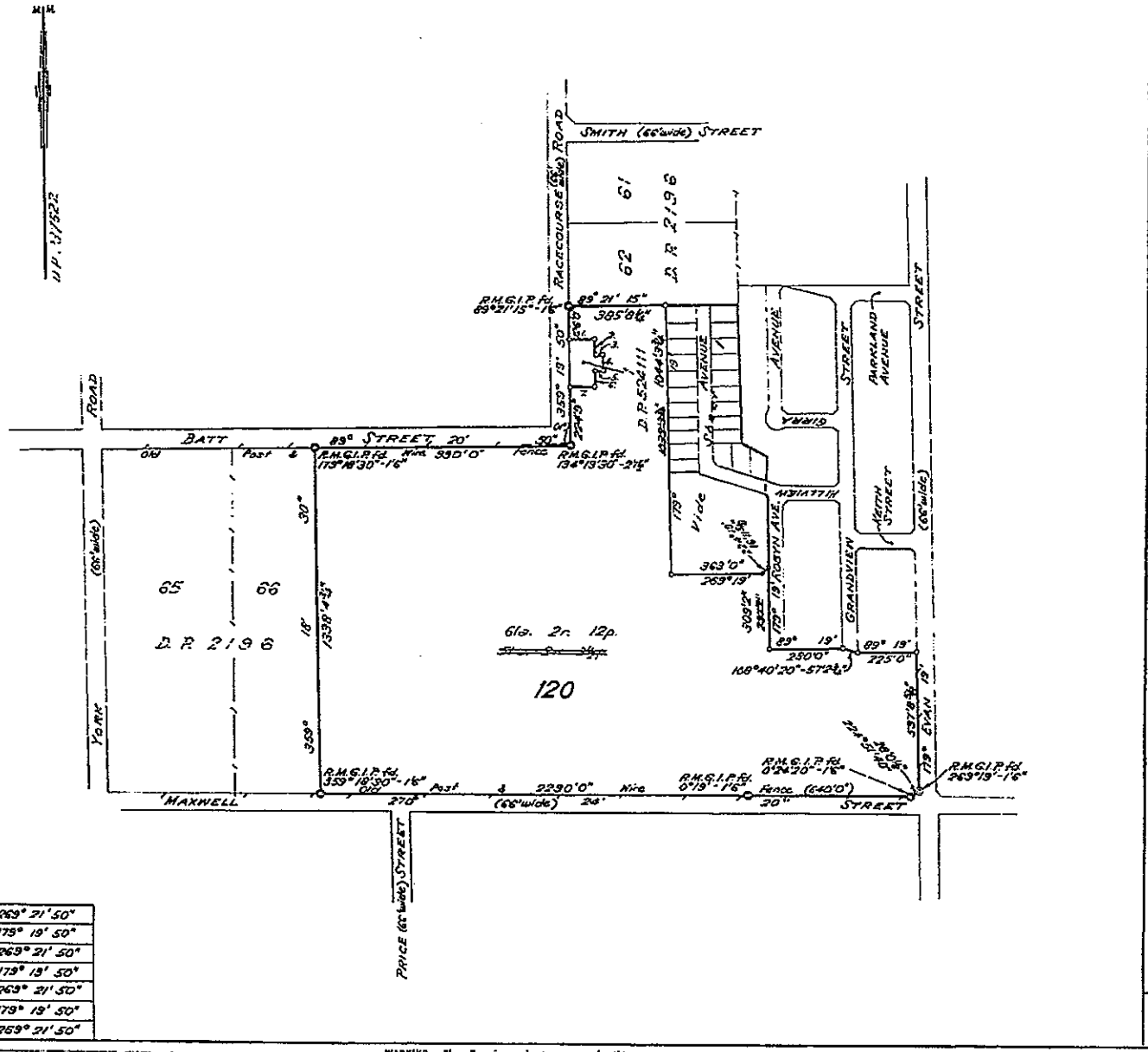
FEET	INCHES	METRES
-	6	0.152
1	6	0.457
2	1 1/2	0.648
2	6	0.762
6	-	1.829
8	0 1/8	2.442
16	11 5/8	5.172
28	0 1/8	8.538
29	-	8.839
50	-	15.240
57	2 3/4	17.443
60	-	18.288
66	-	20.117
80	-	24.384
90	-	27.432
100	-	30.480
126	-	38.405
224	9	68.504
225	-	68.580
280	-	85.344
309	2	94.234
363	-	110.642
385	8 1/4	117.558
537	8 5/8	163.897
537	8 7/8	163.903
640	-	195.072
990	-	301.752
1044	3 3/4	318.306
1336	4 3/4	407.993
2290	-	697.992

AC	RD	P	HA
61	2	12	24.92

Req:R767356 /Doc:DP 0237522 P /Rev:09-Feb-1994 /Sts:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:2 of 3
Ref:06/0963 V /Sta:M

Form No. 4 — To be used in conjunction with Forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



1.	100'0"	269° 21' 50"
2.	60'0"	179° 19' 50"
3.	29'0"	269° 21' 50"
4.	66'0"	179° 19' 50"
5	29'0"	269° 21' 50"
6.	60'0"	179° 19' 50"
7	100'0"	269° 21' 50"

M.P.D.

DP 237522

Registered: 12-3-1969

This is Sheet 2 of my plan in 2

Sheets dated 12-7-68

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet 2 of the plan of 2

Sheets covered by my Certificate No. 117/68 of 12.12.68.

Council Clerk.

Scale: 300 feet to an inch

WARNING. Plan Drawing only to appear in this space.

Req:R767356 /Doc:DP 0237522 P /Rev:09-Feb-1994 /Sts:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:3 of 3
Ref:06/0963 V /Src:M

1900 L359913

(1) no file 13/3/69

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

PART 1.

Plan: DP237522 — Subdivision covered by Council Clerk's Certificate No. 117/68.

Full name and address of proprietor of the land. — Lend Lease Homes Pty. Limited, 47 Macquarie Street, Sydney.

1. Identity of easement or restriction firstly referred to in above-mentioned plan: — Restrictions as to fencing

Schedule of lots etc. affected.

Lots burdened.	Lots, name of road, or Authority, benefited.
Each lot except lot 120.	Each other lot except lot 120.

2. Identity of easement or restriction secondly referred to in above-mentioned plan: — Easement to drain water 3 ft. wide.

Schedule of lots etc. affected.

Lots burdened.	Lots, name of road, or Authority, benefited.
107	97,98,99,100,101,102,103,104,105,106
106	97,98,99,100,101,102,103,104,105
105	97,98,99,100,101,102,103,104
104	97,98,99,100,101,102,103
103	97,98,99,100,101,102
102	97,98,99,100,101
101	97,98,99,100
100	97,98,99
99	97,98
97	98

3. Identity of easement or restriction thirdly referred to in above-mentioned plan: — Easement to drain water 6 ft. wide

Schedule of lots etc. affected.

Lots burdened.	Lots, name of road, or Authority, benefited.
107	Penrith City Council
108	Penrith City Council, lot 120.

PART 2.

1. Terms of restrictions as to fencing firstly referred to in above-mentioned plan.

No paling fences are to be erected along street frontages.

Approved by Council 12/12/68.

THE COMMON SEAL of LEND LEASE HOMES PTY. LIMITED was hereunto affixed by the authority of the Directors in the presence of:

Secretary — Director

LEND LEASE HOMES PTY. LIMITED Common Seal

L359913

Instrument pursuant to Regulation 520 Conveyancing Act Regulations 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan

D.P. 237522

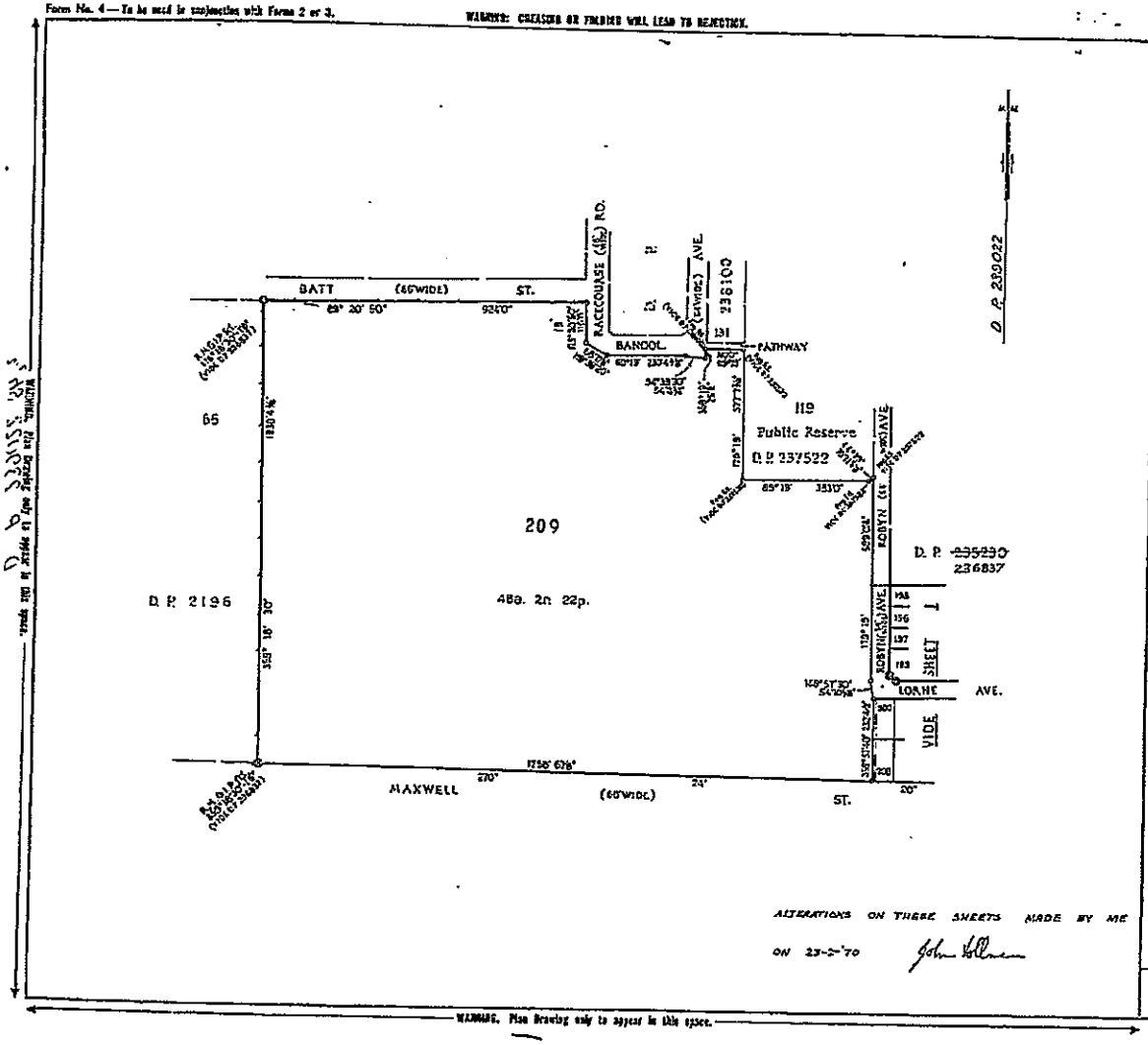
Freehill Hollingdale

Req:R767355 /Doc:DP 0237522 B /Rev:09-Feb-1994 /Sts:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:1 of 1
Ref:06/0963 V /Sec:M

Req:R767358 /Doc:DP 0239022 P /Rev:12-Jun-1992 /Sta:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:1 of 2
Ref:106/0963 V /Src:M

Form No. 4 — To be used in conjunction with Forms 2 or 3.

WARNING: CREASES OR FOLDING WILL LEAD TO REJECTION.



D. P. 239022

Registered 26 6 1970

This Sheet 2 of my plan No. 2

Sheets dated 23-10-'69

Surveyor registered under Surveyors Act, 1929, as amended

This Sheet 2 of the plan of 2

Sheets covered by my Certificate No. 13/70

of 14-1-70

Council Clerk

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

D.P. 239022 SH 2/2

FEET	INCHES	METRES
1	6	0.457
16	11 5/8	5.172
25	2	7.671
54	-	16.459
54	2 3/4	16.529
54	10 5/8	16.729
66	-	20.117
66	7	20.295
66	7 1/8	20.298
116	-	35.326
116	8	35.560
238	9 3/8	73.215
238	9 3/8	73.215
232	4 1/2	70.828
232	4 5/8	70.831
363	-	110.642
377	7 3/4	115.106
589	0 1/4	179.554
924	-	281.635
1336	4 3/4	407.393
1726	6 7/8	526.813

AC	RD	P	HA
48	2	20	19.46
48	2	22	19.46

WARNING. Plan Drawing only to appear in this space.

ENDORSEMENTS OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 26th day of July, 1977

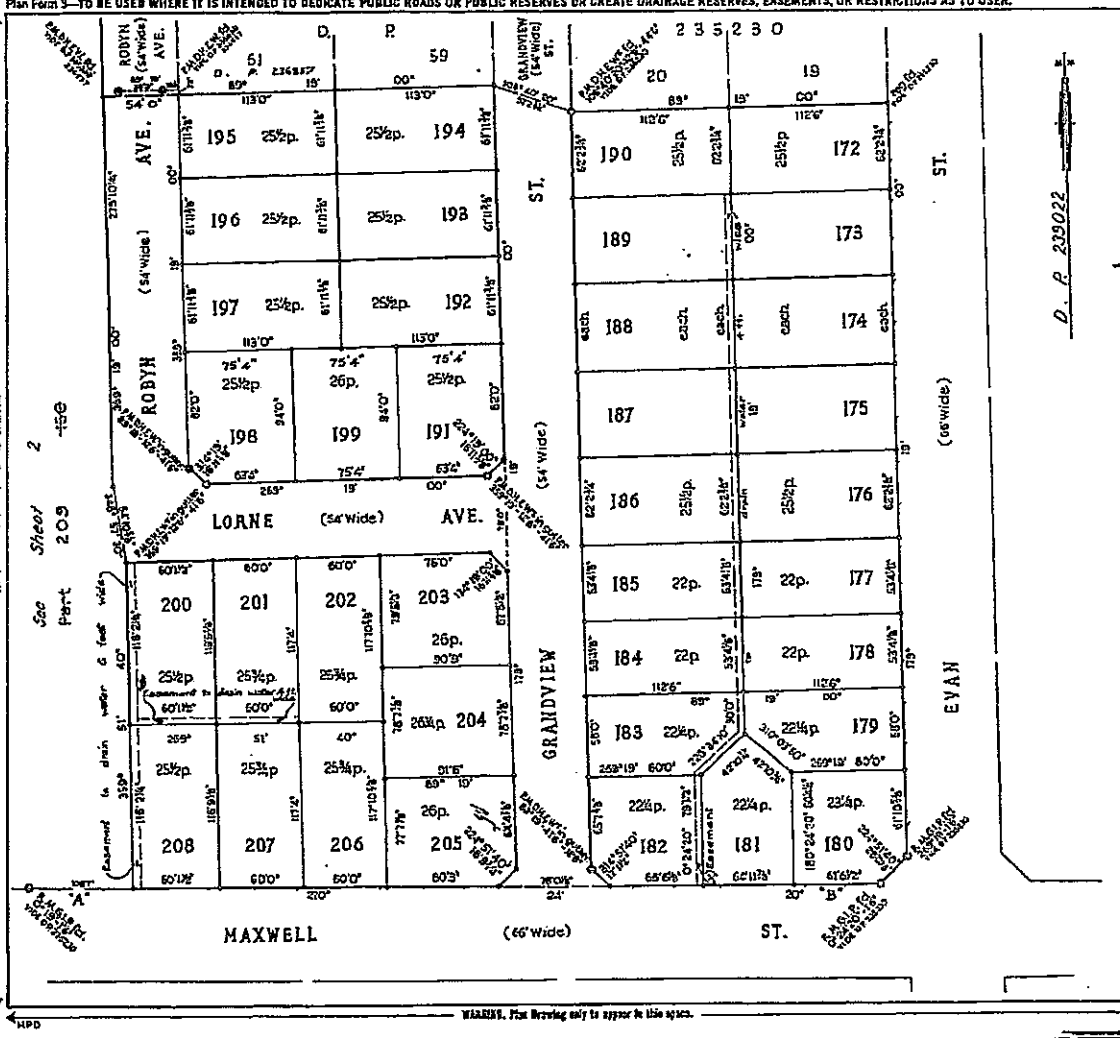
2

Req:R767358 /Doc:DP 0239022 P /Rev:12-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:2 of 2
Ref:06/0963 V /Sec:M

Plan Form 9—TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.

DP 239022

* OFFICE USE ONLY.


D. P. 235230
D. P. 239022
ROBYN AVE. (54' wide)
GRANDVIEW ST. (54' wide)
EVAN ST. (66' wide)
LORNE (54' wide) AVE.
MAXWELL (66' wide) ST.
Sec Sheet 2 Part 209
195 25½p. 194
196 25½p. 193
197 25½p. 192
198 199 191
200 201 202 203 26p. 204 205 206 207 208
190 189 188 187 186 185 184 183 182 181 180
172 173 174 175 176 177 178 179
Easement to drain water 6 feet wide
Easement to drain water 4 feet wide
Easement to drain water 4 feet wide
Easement to drain water 6 feet wide
Easement to drain water 4 feet wide
Easement to drain water 4 feet wide
Easement to drain water 4

Req:R67361 /Doc:DP 0239022 B /Rev:25-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:1 of 2
Ref:06/0963 V /Src:M

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 20th April, 1990

L879016

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP239022

PART 1

Plan: D.P. 239022 — Subdivision of part Lot 150 in Deposited Plan 238100 covered by Council Clerk's Certificate No. 13/70.

Full name and address of proprietor of the land. — LEND LEASE HOMES PTY. LIMITED, 47, Macquarie Street, Sydney.

1. Identity of easement or restriction firstly referred to in above mentioned plan: — Easement to drain water 4 feet wide.

Schedule of lots etc. affected

Lots burdened	Lots, name of road or Authority benefited
200	201,202,209
201	202
182	183,184,185,186,187,188,189,190,175,176,177,178,179.
183	184,185,186,187,188,189,190,175,176,177,178,179
184	185,186,187,188,189,190,175,176,177,178.
185	186,187,188,189,190,175,176,177
186	187,188,189,190,175,176
187	188,189,190,175
188	189,190
189	190

2. Identity of easement or restriction secondly referred to in above mentioned plan: — Restrictions as to user

Schedule of lots etc. affected

Lots burdened	Lots, name of road or Authority benefited
Each lot except 209	Every other lot except 209

3. Identity of easement or restriction thirdly referred to in above mentioned plan: — Easement to drain water 6 feet wide

Schedule of lots etc. affected

Lots burdened	Lots, name of road or Authority benefited
208	200,201,202 Penrith City Council, 209
200	Penrith City Council

THE COMMON SEAL of LEND LEASE HOMES PTY LIMITED was hereunto affixed by the authority of the Directors in the said presence of:

Director

Secretary

Approved by Council

Sheet one of three.

5.

L879016

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

DP239022

Plan: D.P. 239022 — Subdivision of part Lot 150 in Deposited Plan 238100 covered by Council Clerk's Certificate No. 13/70.

(h) That no advertisement hoarding sign or similar structure or advertising sign or notice shall be erected or be permitted to be erected or to remain upon any lot or upon any building erected upon any lot other than a "For Sale" or builder's sign no larger than 3' x 2' 3".

(i) That no building shall be erected on any lot with external walls of materials other than brick, stone, concrete, glass, aluminium, timber or fibro or any combination of the same provided that timber or fibro shall not be used in external walls except as infill panels or gable infills in conjunction with all or any of the other materials hereinbefore mentioned and the proportion of timber or fibro so used in relation to the total external wall area shall not exceed 20 per cent thereof provided that nothing in this clause contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials with an external brick veneer or aluminium face.

Name of person empowered to release, vary or modify restrictions secondly referred to in above mentioned plan.

Lend Lease Homes Pty. Limited until 31st December, 1980 and thereafter the restriction as to user secondly referred to in the above mentioned plan shall lapse and be of no force or effect.

THE COMMON SEAL of LEND LEASE HOMES PTY LIMITED was hereunto affixed by the authority of the Directors in the presence of:

Director

Secretary

Approved by Council ..... 1/1/70.

Sheet three of three.

Req:R767361 /Doc:DP 0239022 B /Rev:25-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:2 of 2
Ref:06/0963 V /Scr:M

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 20th April, 1990

2

3.

L879016

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Plan: D.P. 239022 — Subdivision of part Lot 150 in Deposited Plan 238100 covered by Council Clerk's Certificate No. 13/70.

DP239022

PART 2

1. Terms of restrictions as to user secondly referred to in above-mentioned plan.

(a) That not more than one main building shall be erected or permitted to remain on any lot and such main building shall not be used for any purpose other than a single private dwelling house and shall have an overall floor area excluding any attached garage or car-port of not less than 850 square feet.

(b) That no garage or out building shall be erected or permitted to remain on any lot except until after or concurrently with the erection of any such main building.

(c) That no roof of any building erected on any lot shall be of corrugated tin or iron.

(d) That no paling fence shall be erected or permitted to remain on any lot.

(e) That no fence shall be erected or permitted to remain along the street boundary of any lot or along or within any side boundary extending from the street frontage to the building alignment of the lot fixed by the local Council.

(f) That for the benefit of any adjoining land owned by Lend Lease Homes Pty. Limited but only during the ownership thereof by Lend Lease Homes Pty. Limited its successors and assigns other than purchasers on sale no fence will be erected on any lot to divide the same from such adjoining lot without the consent of Lend Lease Homes Pty. Limited but such consent shall not be withheld if such fence is erected without expense to Lend Lease Homes Pty. Limited and in favour of any person dealing with the transferee from Lend Lease Homes Pty. Limited such consent shall be deemed to have been given in respect of every such fence for the time being erected.

(g) That no building erected or permitted to remain upon any lot or any part of such building shall be used or permitted to be used for the purpose of advertising or exhibition or any purpose ancillary thereto.

B

THE COMMON SEAL of LEND LEASE HOMES PTY LIMITED was hereunto affixed by the authority of the Directors in the presence of:

LEND LEASE HOMES PTY LIMITED Common Seal

Director

Secretary

Sheet two of three

Approved by Council 14/4/70

L879016

Instrument pursuant to Regulation 52D Conveyancing Act Regulations, 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan. 239022

4/6/1970.

(6) Lend Lease Homes

Req:R767363 /Doc:DP 0239299 P /Rev:12-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:1 of 2
Ref:106/0963 V /Sze:M

Form 3—TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.

DP239299

SCHEDULE OF CURVED BOUNDARIES

	CHORD	ARC.	RAD
	110° 54' 10" 46.0"	48.93¼"	620'
	14° 57' 10" 28.3¼"	29.7"	"
	17° 02' 10" 33.10"	30.8"	"
	34° 03' 10" 10.2¼"	10.3"	620'

LOT 268 D. P. 2-3-8-1-0-0

(NW) EASEMENT TO DRAIN WATER 6 FEET WIDE
(ZZ) EASEMENT TO DRAIN WATER 4 FEET WIDE

HILLVIEW AVE.

BOWES AVE. (54' WIDE)

LORNE AVE. (54' WIDE)

ROBYN AVE.

GRANDVIEW ST.

D. P. 236837

268 D. P. 2-3-8-1-0-0 206

WARNING: The drawing only to appear in this space.

SUPERVISOR ARRANGEMENT PENRITH STAGE 5A

DP239299

DP239299

Registered 6 MAY 1970
Gazette No 2177(f) of 15/1/1970
Title System Torrens
Purpose Subdivision
Enc. Affs SCC 340
Last Plan D.P. 239022

PLAN OF SUBDIVISION OF LOT 209 D.P. 239022

Scale: 60 feet to an inch

Local Govt: PENRITH
Locality: PENRITH
Parish: MULGOA
County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets

I, John Joseph Vollmer of A.C. GILBERT & CO. 182A PACIFIC HWY. ROSEVILLE, a surveyor registered under the Surveyors Act, 1929, or a person employed by a surveyor registered in the State, hereby certify that the survey represented in this plan is accurate, and that the survey was made by me or under my supervision in accordance with the Survey Practice Regulations, 1933 and was completed on 1

Signature

Licensed surveyor under Surveyors Act, 1929, as amended
Reference to Survey "A" "B"
*Delete last letter (if) or (ii). Insert date of survey

Fixed for use only for photomaps of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

It is intended to dedicate to the Public, Lorne Ave extension & Bowes Ave 54 feet wide together with splayed corners

Pursuant to Sec 68b of the Conveyancing Act 1919-1964 It is intended to create:
1 Easements to drain water 4 feet wide
2 Easement to drain water 6 feet wide.
3. Restrictions as to user.

Assessment filed at Lands

SIGNATURES AND SEALS ONLY.

Council Clerk's Certificate 4-9/70.

I hereby certify that:
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the expenditure of money) and the requirements of section 342 of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, have been complied with in respect of the subdivision of land hereinafter mentioned;
(b) the requirements of section 342 of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, have been complied with in respect of the subdivision of land hereinafter mentioned;
(c) the requisite security has been lodged with the Council or Commission for the payment of all rates and charges.

Subdivision No. 2177(f)
Date 16.3.70.
(Signed) [illegible] Council Clerk

Consent Authority

Council Clerk's Certificate

CONVERSION TABLE ADOPTED BY REGISTRAR GENERAL'S DEPARTMENT

DP 239299 Sh 1/2

FEET	INCHES	METRES
3	10 1/4	1.181
4	1 3/4	1.264
4	-	1.524
5	4 3/4	1.645
10	2 3/4	3.119
10	3	3.124
12	9 3/8	3.667
12	6	3.810
16	11 5/8	5.572
17	2	5.232
17	6 1/2	5.347
18	-	5.486
18	8 3/4	5.595
24	8 1/8	7.334
29	3 3/4	8.934
29	7	9.017
36	10	11.034
36	10 1/2	11.049
39	6	12.040
41	6	12.497
41	10 3/8	12.768
50	5 3/8	15.341
51	2	15.574
52	7 1/8	15.904
57	11 1/2	16.192
54	-	16.459
54	4 3/4	16.578
54	10 3/8	16.723
56	6 1/2	17.234
60	-	18.288
60	4 3/4	18.409
60	9 1/2	18.594
60	10 1/2	18.555
61	8 1/8	18.594
61	3 7/8	18.691
62	-	18.898
62	4 1/4	18.901
62	4 1/4	19.086
62	8 1/4	19.187
62	11 1/2	19.190
66	-	20.726
73	4 3/4	22.371
74	4 3/8	22.711
75	4 1/4	22.731
76	4 3/4	23.265
78	-	23.774
80	-	24.384
80	2	24.439
83	-	25.294
88	9 1/2	26.937
88	9 3/4	26.943
101	4 3/4	30.876
105	-	32.004
110	4 1/2	33.642
109	10 3/8	33.702
111	5 7/8	33.882
112	1 1/8	34.146
112	8 1/4	34.347
113	3 1/8	34.502
113	10 1/2	34.789
114	5 1/2	34.887
115	-	35.052
115	0 1/2	35.065
115	1 1/8	35.081
115	7 1/2	35.243
116	2 1/4	35.414
117	3 1/8	35.741
120	-	36.576
126	10 1/2	38.472
171	7 3/8	52.168

CONVERSION TABLE ADOPTED BY REGISTRAR GENERAL'S DEPARTMENT

DP 239299 Sh 1/2 CONTD

AC	RO	P	SQ M
-	-	22	556.4
-	-	24	607
-	-	26	672.3
-	-	27 1/2	645
-	-	25 3/4	651.3
-	-	32	809.4
-	-	36 1/4	916.9

ARRANGEMENTS OR ALTERATIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Reginald Cowper, Registrar General for New South Wales, certify that this negative is a photographic record of a permanent record of a document in my custody this 25th day of July, 1977

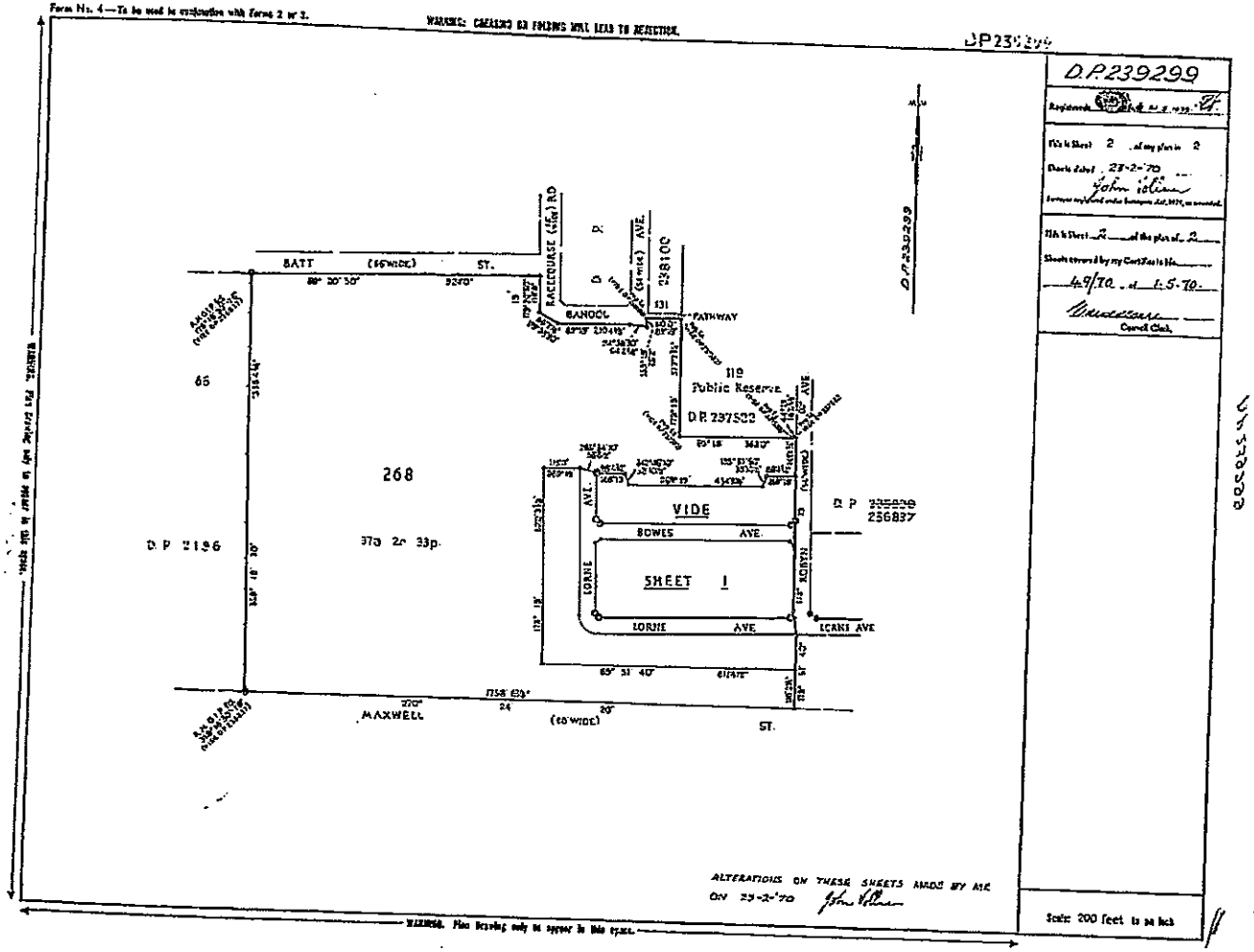
1.

Req:R767363 /Doc:DP 0239299 P /Rev:12-Jun-1992 /Sta:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:2 of 2
Ref:06/0963 V /Sec:M

Form No. 4—To be used in conjunction with forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

DP239299



ALTERATIONS ON THESE SHEETS MADE BY ME
ON 23-2-70

Scale: 200 feet to an inch

DP239299

Registered 23-2-70

This is Sheet 2 of my plan in 2

Dated 23-2-70

John Allan

This is Sheet 2 of the plan of 2

Sheets covered by my Certificate No. 49/70 of 1-5-70

Clerk of Council

CONVERSION TABLE ADDED IN HIGHTAX GENERAL'S DEPARTMENT

DP 239299 SH 2/2

FEET	INCHES	METRES
1	6	0.457
5	2	1.575
16	11 5/8	5.172
19	-	5.791
23	2	7.671
37	9 1/8	11.309
54	10 1/2	16.459
54	-	16.459
54	2 3/4	16.527
56	6 1/2	17.254
66	-	20.117
66	7	20.193
66	7 1/8	20.292
88	9 3/4	26.993
116	-	35.520
116	-	35.520
116	2 1/4	35.682
116	6	35.814
116	6	35.560
265	11 3/4	81.494
238	4 3/4	72.735
368	-	109.728
365	-	118.642
377	7 3/4	115.186
484	9 1/8	132.915
622	3 1/8	189.665
622	3 1/8	189.671
811	9 1/2	247.387
924	-	281.635
1328	4 3/4	407.993
1759	6 7/8	536.613
1758	8	536.892

AC	RD	P	HA
37	2	33	15.26

SIGNATURES OR ALTERATIONS MADE ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Alexander Plishard Duncan, Registrar General for New South Wales, certify that this negative is a photographic copy of a permanent record of a document in my custody this 24th day of July, 1972

2

Req:R757362 /Doc:DP 0239299 B /Rev:25-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:1 of 2
Ref:06/0963 V /Src:M

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 20th April, 1990

L971991

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

PART 1

Plan: DP239299 — Subdivision of Lot 209 in Deposited Plan 239022 covered by Council Clerk's Certificate No. 49/70

Full name and address of proprietor of the land. — LEND LEASE HOMES PTY. LIMITED, 47, Macquarie Street, Sydney.

1. Identity of easement or restriction firstly referred to in above-mentioned plan. — Easement to drain water 4 feet wide.

Schedule of lots, etc. affected

Lots burdened	Lots, name of road or Authority, benefited.
258	254, 253, 252, 251, 250, 249, 248, 247
254	253, 252, 251, 250, 249, 248, 247
253	252, 251, 250, 249, 248, 247
252	251, 250, 249, 248, 247
251	250, 249, 248, 247
250	249, 248, 247
249	248, 247
248	247
236X	268
~~268~~	~~223, 222, 221, 220, 219, 218, 217, 216, 215~~
223	222, 221, 220, 219, 218, 217, 216, 215
222	221, 220, 219, 218, 217, 216, 215
221	220, 219, 218, 217, 216, 215
220	219, 218, 217, 216, 215
219	218, 217, 216, 215
218	217, 216, 215
217	216, 215
216	215
212	213, 214
213	214

2. Identity of easement or restriction secondly referred to in above-mentioned plan: — Easement to drain water 6 feet wide.

Schedule of lots, etc. affected

Lots burdened	Lots, name of road or Authority benefited
224	Penrith City Council

THE COMMON SEAL of LEND LEASE HOMES PTY LIMITED was hereunto affixed by the authority of the Directors in the presence of:

Secretary — Director

Approved by Council

Sheet one of three

L971991

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Plan: DP239299 — Subdivision of Lot 209 in Deposited Plan 239022 covered by Council Clerk's Certificate No. 49/70

(f) That for the benefit of any adjoining land owned by Lend Lease Homes Pty Limited but only during the ownership thereof by Lend Lease Homes Pty Limited its successors and assigns other than purchasers on sale no fence will be erected on any lot to divide the same from such adjoining lot without the consent of Lend Lease Homes Pty Limited but such consent shall not be withheld if such fence is erected without expense to Lend Lease Homes Pty Limited and in favour of any person dealing with the transferee from Lend Lease Homes Pty Limited such consent shall be deemed to have been given in respect of every such fence for the time being erected.

(g) That no building erected or permitted to remain upon any lot or any part of such building shall be used or permitted to be used for the purpose of advertising or exhibition or any purpose ancillary thereto.

(h) That no advertisement hoarding sign or similar structure or advertising sign or notice shall be erected or be permitted to be erected or to remain upon any lot or upon any building erected upon any lot other than a "For Sale" or builder's sign no larger than 3 x 2' 3".

(i) That no building shall be erected on any lot with external walls of materials other than brick, stone, concrete, glass aluminium, timber or fibro or any combination of the same provided that timber or fibro shall not be used in external walls except as infill panels or gable infills in conjunction with all or any of the other materials hereinbefore mentioned and the proportion of timber or fibro so used in relation to the total external wall area shall not exceed 20 per cent thereof provided that nothing in this clause contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials with an external brick veneer or aluminium face.

Name of person empowered to release, vary or modify restrictions secondly referred to in above-mentioned plan.

Lend Lease Homes Pty Limited until 31st December, 1980 and thereafter the restriction as to user secondly referred to in the above-mentioned plan shall lapse and be of no force or effect.

THE COMMON SEAL of LEND LEASE HOMES PTY LIMITED was hereunto affixed by the authority of the Directors in the presence of:

Secretary — Director

Approved by Council 1/6/70.

Sheet three of three.

Req:R767362 /Doc:DP 0239299 B /Rev:25-Jun-1992 /Sts:OK.OK /Prt:24-Oct-2006 10:20 /Pgs:ALL /Seq:2 of 2
Ref:06/0963 V /Src:M

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 20th April, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Plan: DP239299

Subdivision of Lot 209 in Deposited Plan 239022 covered by Council Clerk's Certificate No. 49/70.

3. Identity of easement or restrictions thirdly referred to in above-mentioned plan: Restrictions as to User

Schedule of lots, etc. affected

Lots burdened	Lots, name of road or Authority benefited
Each lot except Lot 268	Each other lot except Lot 268

PART 2

1. Terms of restrictions as to user secondly referred to in above-mentioned plan.

(a) That not more than one main building shall be erected or permitted to remain on any lot and such main building shall not be used for any purpose other than a single private dwelling house and shall have an overall floor area excluding any attached garage or car-port of not less than 850 square feet.

(b) That no garage or out building shall be erected or permitted to remain on any lot except until after or concurrently with the erection of any such main building.

(c) That no roof of any building erected on any lot shall be of corrugated tin or iron.

(d) That no fence shall be erected or permitted to remain along the street frontage of the land hereby transferred nor along or within any side boundary extending from the front boundary to the front alignment of the main building or to the front alignment of any main building on the land immediately adjoining and having a common boundary with the land hereby transferred provided that this claute shall not preclude the erection of brick or masonry screen walls attaching to and forming part or extension of any such main building.

(e) That any dividing fence erected along or within any of the boundaries of the land hereby transferred shall not exceed five (5) feet in height nor shall be of any material other than brick masonry or interlocking or welded chain or wire mesh attached to steel posts.

THE COMMON SEAL of LEND LEASE HOMES PTY LIMITED was hereunto affixed by the authority of the Directors in the presence of:

LEND LEASE HOMES PTY. LIMITED Common Seal

Director

Secretary

Sheet two of three ...

Approved by Council

1/5/70.

L971991

Instrument pursuant to Regulation 52D Conveyancing Act Regulations, 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan. 239299

mdt. 21/9/1967

PENRITH CITY COUNCIL

Civic Centre
601 High Street, Penrith

PO Box 60 Penrith NSW 2751

Telephone: 02 4732 7777
Facsimile: 02 4732 7958

Email: pencit@penrithcity nsw.gov.au

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 491667
Your Reference: 23/0262
Contact No.

Issue Date: 28 June 2023
Certificate No: 23/02923

Issued to: Glenmore Conveyancing
2, Yellowgum Close
GLENMORE PARK NSW 2745

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND **Parish: MULGOA**

Location: 102 Racecourse Road SOUTH PENRITH NSW 2750
Land Description: Lot 281 DP 239881

- PART 1 PRESCRIBED MATTERS –

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

1 *NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs*

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

The following Local environmental planning instruments apply to the land:

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

The following State environmental planning instruments apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural* areas.
State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water Catchments* - (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Housing) 2021.
State Environmental Planning Policy (Industry and Employment) 2021, Chapter 3 - *Advertising and signage.*
State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development.*

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts.*
State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis.*
State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development.*
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development.*
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land.*
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries.*
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities.*
State Environmental Planning Policy (Biodiversity and Conservation) 2021, *Chapter 13 - Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

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

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

2 *ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS*

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

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

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

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

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

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

Additional information relating to Penrith Local Environmental Plan 2010

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 CONTRIBUTIONS PLANS

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

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

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

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

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

4 COMPLYING DEVELOPMENT

HOUSING CODE

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

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

RURAL HOUSING CODE

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

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

LOW RISE HOUSING DIVERSITY CODE

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

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

GREENFIELD HOUSING CODE

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

instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE

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

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

CONTAINER RECYCLING FACILITIES CODE

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

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

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

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

FIRE SAFETY CODE

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

NOTE:
(1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5 EXEMPT DEVELOPMENT

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

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

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

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

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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

7 LAND RESERVED FOR ACQUISITION

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

8 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment under:
(a) Division 2 of Part 3 of the Roads Act 1993, or
(b) an environmental planning instrument, or
(c) a resolution of council.

9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

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

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

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

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

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

(b) Other Public Authority Policies
The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.
The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip,

tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land, under section 10.3 of the Act.

12 LOOSE FILL ASBESTOS INSULATION

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

13 MINE SUBSIDENCE

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

14 PAPER SUBDIVISION INFORMATION

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

15 PROPERTY VEGETATION PLANS

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

16 BIODIVERSITY STEWARDSHIP SITES

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

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

17 BIODIVERSITY CERTIFIED LAND

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

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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

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

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

20 WESTERN SYDNEY AEROTROPOLIS

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

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

21 DEVELOPMENT CONSENT FOR SENIORS HOUSING

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

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

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

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

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

PENRITH CITY COUNCIL

Civic Centre
601 High Street, Penrith

PO Box 60 Penrith NSW 2751

Telephone: 02 4732 7777
Facsimile: 02 4732 7958

Email: pencit@penrithcity nsw.gov.au

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

PENRITH
CITY COUNCIL

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601 High Street, Penrith

PO Box 60 Penrith NSW 2751

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Facsimile: 02 4732 7958
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PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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

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

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

Contact Council for details as to obtaining the additional information.

Andrew Moore
General Manager

per

27 June 2023

Infotrack Pty Limited

Reference number: **8002581036**

Property address: **102 Racecourse Rd South Penrith NSW 2750**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

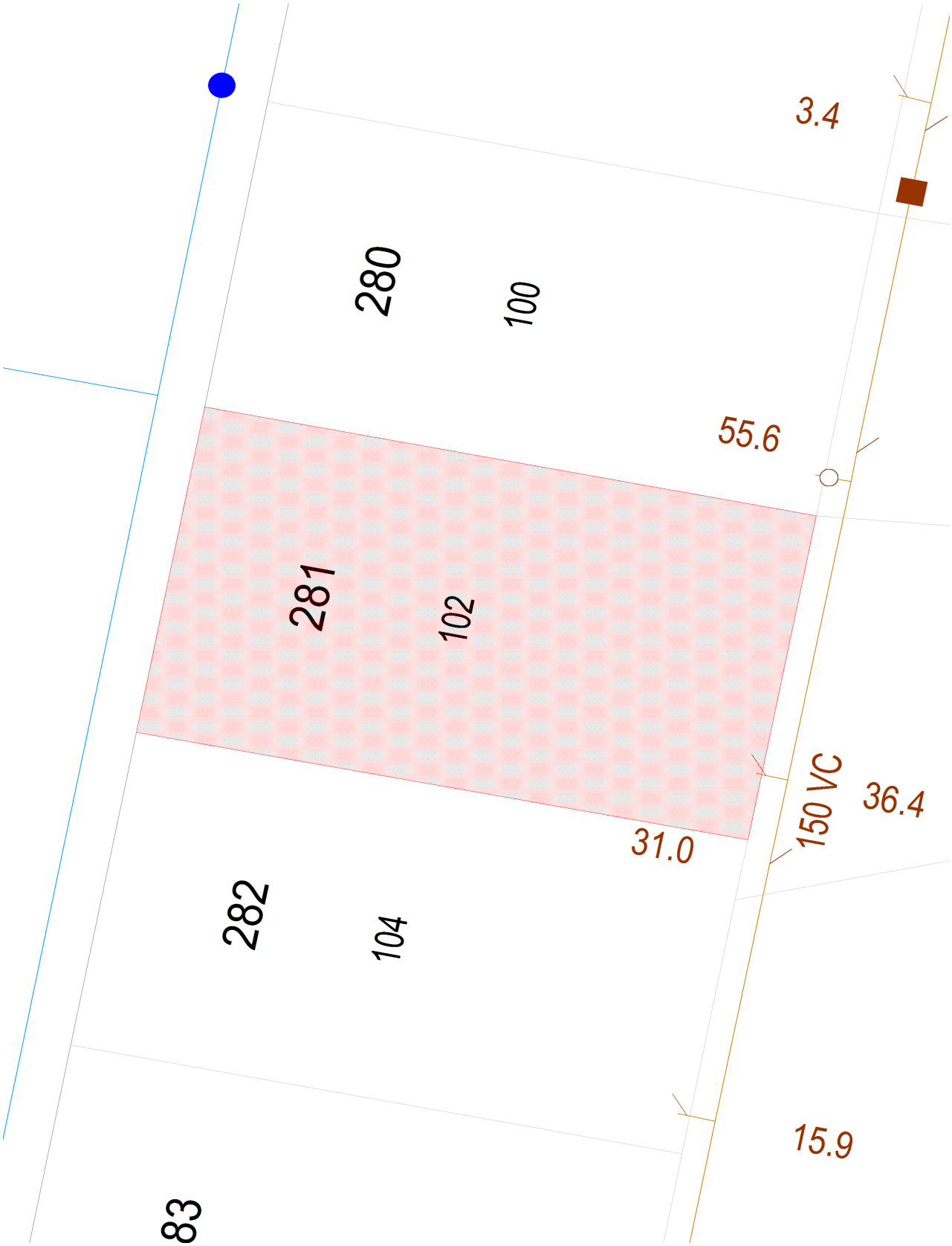
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely

Jodie Gray
Manager Customer Accounts

Service Location Print

Application Number: 8002581069



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

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshalft EDUCT — VSE
- Ventshaft INDUCT — VSI
- Property Connection Point (with chainage to downstream MH) — 10.8
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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Pipe Types

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

Further Information

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

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

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

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