

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 146850987	NSW DAN:
vendor's agent	First National Coastside Real Estate 4 20-26 Addison Street SHELLHARBOUR NSW 2529		Phone: 02 4295 5033 Fax: Ref:
co-agent			
vendor	Peter Anthony Zuiderwyk, Stephanie Grace Carpenter 18 Pear Tree Street Wilton NSW 2571		
vendor's solicitor	Baileys Conveyancing Services 364a Princes Highway WOONONA NSW 2517		Phone: 02 4284 5233 Fax: 02 4284 5244
date for completion	8 weeks after the contract date	(clause 15)	Email: baileys@baileysconveyancing.com.au
land	18 PEAR TREE ST WILTON 2571		
(Address, plan details and title reference)	Lot 1234 in Deposit Plan 1280875 1234/1280875		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

vendor agrees to accept a *deposit-bond*

NO yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4)

PEXA

Manual transaction (clause 30)

NO yes

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

NO yes (if yes, vendor must provide further 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) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser**
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

18 PEAR TREE ST WILTON 2571

Additional clauses forming part of this contract

33 Amendments to the standard form contract

- 33.1 Clause 7.1.1 is amended by replacing 5% with \$1.00.
- 33.2 Clause 14.4.2 is deleted.
- 33.3 Clause 23.6.1 is deleted and replaced with "The vendor is liable for all payments due prior to the contract date".
- 33.4 Clause 23.6.2 is deleted and replaced with "The purchaser is liable for all payment due on and after the contract date, including payments by instalments.
- 33.5 Clause 31.2 is deleted.
- 33.6 Clause 23.14 is amended by replacing 7 days with 2 days.
- 33.7 Clause 25.1.1 is amended by deleting the word "limited".
- 33.8 In addition to the terms of clause 18, should the purchaser accept access or occupation of the property prior to completion, the purchaser shall accept the property in its present state of repair and condition. The purchaser cannot make any claim, requisition, or delay settlement after entering possession of the property.

34 Agent

The purchaser warrants that the purchaser was not introduced to the property or the vendor directly or indirectly by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). If the purchaser breaches this warranty the purchaser will indemnify the vendor against any claim, suits, demands, and actions by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). This clause shall not merge on completion.

35 Notice to Complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by a party to the other party under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

- 35.1 In the event that the vendor's conveyancer issues a notice to complete the purchaser will pay the sum of \$330.00 (GST inclusive) to the vendor's conveyancer to cover additional conveyancing costs and other expenses incurred as a consequence of the delay as an additional adjustment on completion.
- 35.2 The payment of the sum referred to in clause 35.1 is an essential term of the contract and the Purchaser cannot require the vendor to complete unless costs payable under the clause are paid to the vendor on completion.

36 Death or incapacity

Without in any way limiting, negating, or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

- (a) Being an individual, dies or becomes mentally ill, then either party may rescind this contract by written notice to the first party's solicitor or conveyancer and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- (b) Being a company, has a summons or application for its winding up presented or has a liquidator, receiver, or voluntary administrator of it appointed, or enter into any deed of company arrangement or scheme of arrangements with its creditors, then that party will be in default under this contract.

The Purchaser warrants that the purchaser has the legal capacity to enter into this contract.

37 Interest

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendors default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion (which will in this clause include rescission or termination) of this contract.

- 37.1 Pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.
- 37.2 Pay to the vendor the sum of \$330.00 (GST inclusive) to cover additional conveyancing cost and other expenses incurred as a consequence of the delay.
- 37.3 The payment of the sum referred to in clause 37.1 and 37.2 is an essential term of the contract and the Purchaser cannot require the vendor to complete unless costs payable under the clause are paid to the vendor on completion.

38 Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair.
- (b) Subject to any infestations and dilapidation.
- (c) Subject to all defects latent and patent.
- (d) Subject to any non-compliance, that is disclosed herein, with the local Government Act or any ordinance under that act in respect of any building on the land.
- (e) Subject to all existing water, sewerage drainage and plumbing services and connections in respect of the property.

(f) relying upon their own inspections, enquiries and knowledge of the property and they do not rely upon any warranties, conduct or representations made to them by or on behalf of the vendor except as contained herein and the parties agree that there have been no warranties, agreements, conditions, covenants, representations, promises and undertakings made between the parties or by either of them other than those made in writing either as contained herein or as contained in other writing expressly stated as forming part of this contract.

39 Water Usage

The vendor must on completion allow amounts of water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying:

- 39.1 the number of unbilled days up to and including the adjustment date by
- 39.2 the average charge per day for usage for the last period for which an account issued.

40 Outgoing/payable amounts

In the event that the outgoings and/or other payable amounts are not adjusted correctly on settlement, both parties undertake to readjust/reimburse the appropriate amount upon demand. This clause does not merge on completion.

41 Release of deposit

Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for the sole purpose of a deposit on the purchase of Real Estate, provided that such is held within a trust account of a Real Estate Agent, Solicitor or Licensed Conveyancer and providing such deposit shall not be further released without the Purchasers express consent. The execution of this Contract shall be full and irrevocable authority to the stakeholder named herein to release such as deposit.

42 Notwithstanding the completion date noted on the front page of this contract the vendor can bring settlement forward by giving the purchaser 21 days' notice, but not before 42 days from date of this contract.

43 Guarantee

If the Purchaser (and, if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this Contract with the Purchaser, it is an essential provision of this Contract that the Directors of the Purchaser:

..... of,
and

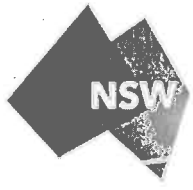
..... of

("the Guarantor") jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations

under this Contract and indemnify the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligation on its part to be performed or observed. This Guarantee and Indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligations arising under this clause. This Guarantee and Indemnity is a principal obligation between the Guarantor and the Vendor.

44 Inconsistencies between clauses

If there is any inconsistency between the terms of any special conditions and the terms of the printed form of the Contract for Sale of Land then the parties agree that the provisions of the special conditions shall prevail and apply.



FOLIO: 1234/1280875

SEARCH DATE	TIME	EDITION NO	DATE
9/10/2024	8:48 AM	3	24/3/2023

LAND

LOT 1234 IN DEPOSITED PLAN 1280875
AT WILTON
LOCAL GOVERNMENT AREA WOLLONDILLY
PARISH OF WILTON COUNTY OF CAMDEN
TITLE DIAGRAM DP1280875

FIRST SCHEDULE

STEPHANIE GRACE CARPENTER
PETER ANTHONY ZUIDERWYK
AS JOINT TENANTS (T AS952700)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 M454739 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 Q825264 COVENANT
- 4 DP1280874 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
- 5 DP1280875 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 6 DP1280875 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 7 AS952701 MORTGAGE TO IMB LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SCHEDULE OF SHORT & CURVED LINES

NO.	BEARING	DISTANCE	ARC	RADIUS
1	218°17'00"	4.750	-	-
2	218°17'00"	4.8	-	-
3	217°17'55"	3.85	-	-
4	8°40'35"	35.3	-	-
5	10°49'50"	145.33	100.315	100.0
6	11°31'05"	7.085	-	-
7	17°24'25"	2.585	-	-
8	106°55'20"	14.955	50.83	206.5
9	107°02'25"	16.31	117.3	266.5
10	107°02'25"	16.31	117.3	266.5
11	304°12'25"	7.82	-	-
12	291°12'45"	60.88	93.27	636.5
13	10°59'45"	35.555	35.505	69.5
14	10°59'45"	196.3	100.57	248.5
15	5°13'35"	33.73	-	-
16	5°13'35"	12.765	-	-
17	103°14'25"	10.835	10.835	10.835
18	80°23'40"	15.24	-	-
19	278°13'40"	15.24	-	-
20	278°13'40"	15.24	-	-
21	87°23'40"	15.24	-	-

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 2808	SSM 4087	-0.144	TRIGONOMETRIC LEVELLING
SSM 4087	SSM 4171	-0.147	TRIGONOMETRIC LEVELLING
SSM 4171	SSM 4172	-0.147	TRIGONOMETRIC LEVELLING
SSM 4172	SSM 4173	-0.144	TRIGONOMETRIC LEVELLING
SSM 4173	SSM 4174	-0.144	TRIGONOMETRIC LEVELLING
SSM 4174	SSM 4175	-0.144	TRIGONOMETRIC LEVELLING
SSM 4175	SSM 4176	-0.144	TRIGONOMETRIC LEVELLING
SSM 4176	SSM 4177	-0.144	TRIGONOMETRIC LEVELLING
SSM 4177	SSM 4178	-0.144	TRIGONOMETRIC LEVELLING
SSM 4178	SSM 4179	-0.144	TRIGONOMETRIC LEVELLING
SSM 4179	SSM 4180	-0.144	TRIGONOMETRIC LEVELLING
SSM 4180	SSM 4181	-0.144	TRIGONOMETRIC LEVELLING
SSM 4181	SSM 4182	-0.144	TRIGONOMETRIC LEVELLING
SSM 4182	SSM 4183	-0.144	TRIGONOMETRIC LEVELLING
SSM 4183	SSM 4184	-0.144	TRIGONOMETRIC LEVELLING
SSM 4184	SSM 4185	-0.144	TRIGONOMETRIC LEVELLING
SSM 4185	SSM 4186	-0.144	TRIGONOMETRIC LEVELLING
SSM 4186	SSM 4187	-0.144	TRIGONOMETRIC LEVELLING
SSM 4187	SSM 4188	-0.144	TRIGONOMETRIC LEVELLING
SSM 4188	SSM 4189	-0.144	TRIGONOMETRIC LEVELLING
SSM 4189	SSM 4190	-0.144	TRIGONOMETRIC LEVELLING
SSM 4190	SSM 4191	-0.144	TRIGONOMETRIC LEVELLING
SSM 4191	SSM 4192	-0.144	TRIGONOMETRIC LEVELLING
SSM 4192	SSM 4193	-0.144	TRIGONOMETRIC LEVELLING
SSM 4193	SSM 4194	-0.144	TRIGONOMETRIC LEVELLING
SSM 4194	SSM 4195	-0.144	TRIGONOMETRIC LEVELLING
SSM 4195	SSM 4196	-0.144	TRIGONOMETRIC LEVELLING
SSM 4196	SSM 4197	-0.144	TRIGONOMETRIC LEVELLING
SSM 4197	SSM 4198	-0.144	TRIGONOMETRIC LEVELLING
SSM 4198	SSM 4199	-0.144	TRIGONOMETRIC LEVELLING
SSM 4199	SSM 4200	-0.144	TRIGONOMETRIC LEVELLING

HEIGHT SCHEDULE

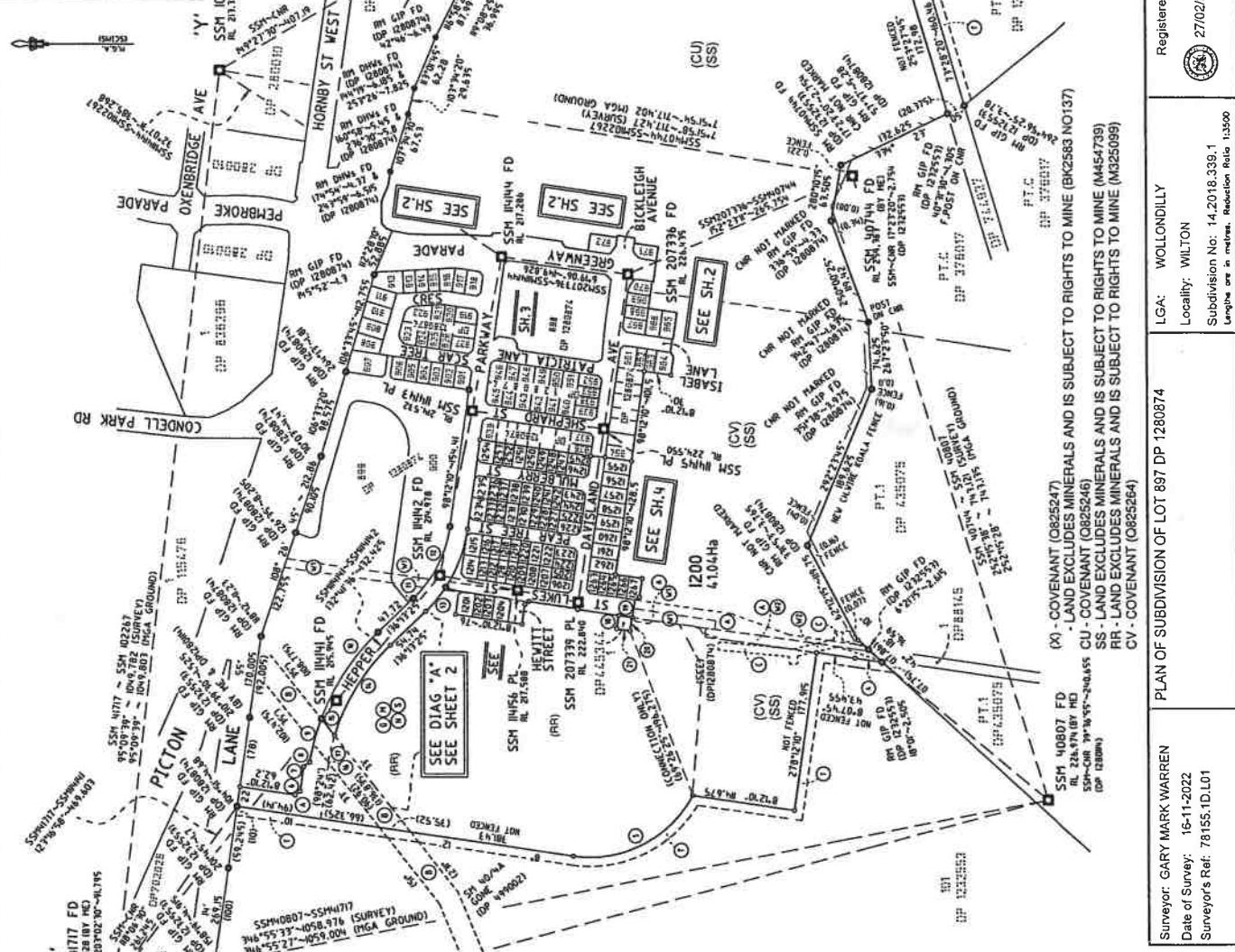
MARK	CLASS	PU	HEIGHT DATUM VALUATION	STATE
SSM 2808	LC	0.01	SCMS ADOPED	FOUND
SSM 4087	LC	0.01	SCMS ADOPED	FOUND
SSM 4171	LC	0.01	SCMS ADOPED	FOUND
SSM 4172	LC	0.01	SCMS ADOPED	FOUND
SSM 4173	LC	0.01	SCMS ADOPED	FOUND
SSM 4174	LC	0.01	SCMS ADOPED	FOUND
SSM 4175	LC	0.01	SCMS ADOPED	FOUND
SSM 4176	LC	0.01	SCMS ADOPED	FOUND
SSM 4177	LC	0.01	SCMS ADOPED	FOUND
SSM 4178	LC	0.01	SCMS ADOPED	FOUND
SSM 4179	LC	0.01	SCMS ADOPED	FOUND
SSM 4180	LC	0.01	SCMS ADOPED	FOUND
SSM 4181	LC	0.01	SCMS ADOPED	FOUND
SSM 4182	LC	0.01	SCMS ADOPED	FOUND
SSM 4183	LC	0.01	SCMS ADOPED	FOUND
SSM 4184	LC	0.01	SCMS ADOPED	FOUND
SSM 4185	LC	0.01	SCMS ADOPED	FOUND
SSM 4186	LC	0.01	SCMS ADOPED	FOUND
SSM 4187	LC	0.01	SCMS ADOPED	FOUND
SSM 4188	LC	0.01	SCMS ADOPED	FOUND
SSM 4189	LC	0.01	SCMS ADOPED	FOUND
SSM 4190	LC	0.01	SCMS ADOPED	FOUND
SSM 4191	LC	0.01	SCMS ADOPED	FOUND
SSM 4192	LC	0.01	SCMS ADOPED	FOUND
SSM 4193	LC	0.01	SCMS ADOPED	FOUND
SSM 4194	LC	0.01	SCMS ADOPED	FOUND
SSM 4195	LC	0.01	SCMS ADOPED	FOUND
SSM 4196	LC	0.01	SCMS ADOPED	FOUND
SSM 4197	LC	0.01	SCMS ADOPED	FOUND
SSM 4198	LC	0.01	SCMS ADOPED	FOUND
SSM 4199	LC	0.01	SCMS ADOPED	FOUND
SSM 4200	LC	0.01	SCMS ADOPED	FOUND

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70

MARK	EASTING		CLASS	P.U.	METHOD	STATE
	NORTHING	HEIGHT				
SSM 4074	286 527.20	6 200 750.84	B	0.03	FROM SCIPS	FOUND
SSM 4087	286 84.32	6 200 524.37	B	0.03	FROM SCIPS	FOUND
SSM 4171	285 579.70	6 200 556.05	B	0.02	FROM SCIPS	FOUND
SSM 4028	286 825.93	6 200 464.94	B	0.02	FROM SCIPS	FOUND
SSM 2808	287 569.34	6 200 809.72	B	N/A	FROM SCIPS	FOUND
SSM 4172	285 550.575	6 200 445.420	D	N/A	CAD TRAV	FOUND
SSM 4173	285 550.575	6 200 248.368	D	N/A	CAD TRAV	FOUND
SSM 4174	286 069.699	6 200 200.571	D	N/A	CAD TRAV	FOUND
SSM 4175	286 420.495	6 200 195.303	D	N/A	CAD TRAV	FOUND
SSM 207336	286 400.007	6 200 984.365	D	N/A	CAD TRAV	FOUND
SSM 4176	286 255.046	6 200 704.545	D	N/A	CAD TRAV	PLACED
SSM 4177	286 234.142	6 200 071.141	D	N/A	CAD TRAV	PLACED
SSM 4178	286 054.717	6 200 051.51	D	N/A	CAD TRAV	PLACED
SSM 207339	286 036.897	6 200 051.51	D	N/A	CAD TRAV	PLACED

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.H.S AT 12/07/2022
 COMBINED SCALE FACTOR 1.00030 ~ MGA DATUM: GDA2020 ~ ZONE: 56

- RIGHT OF CARRIAGE WAY VARIABLE WIDTH (DP 288382)
- PIPELINE AUTHORITY EASEMENT (DL1078)
- EASEMENT FOR OVERHEAD POWERLINES 9 WIDE (DP288014)
- EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP288014)
- RIGHT OF ACCESS VARIABLE WIDTH (DP288014)
- RESTRICTION ON THE USE OF LAND (DP288014) (NO.10)
- POSITIVE COVENANT (DP288014) (NO.11)
- RESTRICTION ON THE USE OF LAND (DP288014)
- RIGHT OF WAY 10.65 WIDE (DP 2016/1952 FOR 2177)
- BOOK 784 No.171 & BOOK 782 No.171
- RIGHT OF WAY 10.65 WIDE (DP 2016/1952 FOR 2177 & BOOK 784 No.172)
- BOOK 784 No.172

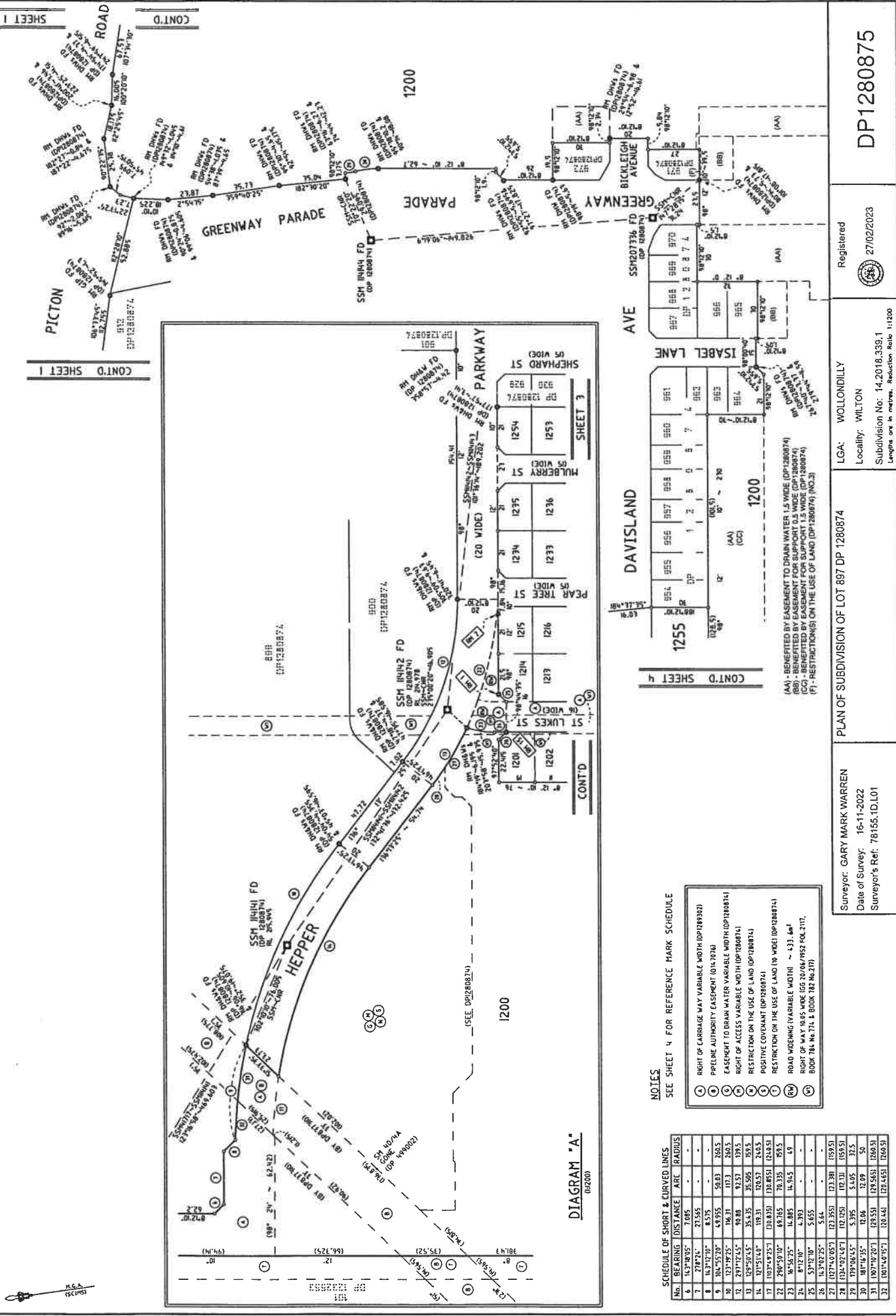


PERMANENT SURVEY MARK CONNECTIONS

FROM	TO	CONNECTION
SSM 4171	SSM 4172	1078171 - 1081302
SSM 4172	SSM 4173	1078172 - 1081303
SSM 4173	SSM 4174	1078173 - 1081304
SSM 4174	SSM 4175	1078174 - 1081305
SSM 4175	SSM 4176	1078175 - 1081306
SSM 4176	SSM 4177	1078176 - 1081307
SSM 4177	SSM 4178	1078177 - 1081308
SSM 4178	SSM 4179	1078178 - 1081309
SSM 4179	SSM 4180	1078179 - 1081310
SSM 4180	SSM 4181	1078180 - 1081311
SSM 4181	SSM 4182	1078181 - 1081312
SSM 4182	SSM 4183	1078182 - 1081313
SSM 4183	SSM 4184	1078183 - 1081314
SSM 4184	SSM 4185	1078184 - 1081315
SSM 4185	SSM 4186	1078185 - 1081316
SSM 4186	SSM 4187	1078186 - 1081317
SSM 4187	SSM 4188	1078187 - 1081318
SSM 4188	SSM 4189	1078188 - 1081319
SSM 4189	SSM 4190	1078189 - 1081320
SSM 4190	SSM 4191	1078190 - 1081321
SSM 4191	SSM 4192	1078191 - 1081322
SSM 4192	SSM 4193	1078192 - 1081323
SSM 4193	SSM 4194	1078193 - 1081324
SSM 4194	SSM 4195	1078194 - 1081325
SSM 4195	SSM 4196	1078195 - 1081326
SSM 4196	SSM 4197	1078196 - 1081327
SSM 4197	SSM 4198	1078197 - 1081328
SSM 4198	SSM 4199	1078198 - 1081329
SSM 4199	SSM 4200	1078199 - 1081330

Registered
 27/02/2023
 LGA: WOLLONDILLY
 Locality: WILTON
 Subdivision No: 14, 2018, 339, 1
 Sample one to nearest. Reduction Ratio: 1:500
 PLAN OF SUBDIVISION OF LOT 887 DP 1280874
 Surveyor: GARY MARK WARREN
 Date of Survey: 16-11-2022
 Surveyor's Ref: 78155.1D.L01

DP1280875



SCHEDULE OF SHORT & CURVED LINES

No.	Bearing	Distance	Arc	Radius
1	153°10'05"	7.085	-	-
2	278°24'	27.585	-	-
3	143°12'10"	8.575	-	-
4	104°55'20"	6.935	50.03	260.5
5	107°12'25"	16.31	107.3	260.5
6	297°12'55"	90.88	97.57	139.5
7	129°52'55"	35.435	35.505	35.5
8	127°51'40"	119.31	120.57	240.5
9	103°45'25"	120.035	131.855	1240.9
10	290°58'10"	69.665	70.335	195.5
11	8°56'25"	16.885	16.945	4.9
12	8°12'10"	4.393	-	-
13	53°12'10"	5.655	-	-
14	143°02'25"	5.64	-	-
15	127°40'05"	123.955	123.38	1959.9
16	134°02'45"	102.05	102.13	1059.9
17	139°06'55"	5.395	5.405	37.5
18	181°16'35"	12.06	12.09	50
19	107°10'20"	129.53	129.565	1260.9
20	101°40'15"	120.44	120.465	1260.9

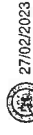
- NOTES
- SEE SHEET 4 FOR REFERENCE MARK SCHEDULE
- (A) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (DP1280874)
 - (B) PEELINE AUTHORITY EASEMENT (014.704)
 - (C) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1280874)
 - (D) RIGHT OF ACCESS VARIABLE WIDTH (DP1280874)
 - (E) RESTRICTION ON THE USE OF LAND (DP1280874)
 - (F) POSITIVE COVENANT (DP1280874)
 - (G) RESTRICTION ON THE USE OF LAND (10 WIDE) (DP1280874)
 - (H) ROAD WIDENING (VARIABLE WIDTH) ~ 433.4m²
 - (I) RIGHT OF WAY 10.05 WIDE (GG 20/04/1952 FOL.211, BOOK 78, 78 & BOOK 182 No.217)

Surveyor: GARY MARK WARREN
 Date of Survey: 16-11-2022
 Surveyor's Ref: 78155.1D.L01

PLAN OF SUBDIVISION OF LOT 897 DP 1280874

LGA: WOLLONDILLY
 Locality: WILTON
 Subdivision No: 14.2018.339.1
 Lengths are in metres. Reducible Ratio 1:1200

Registered

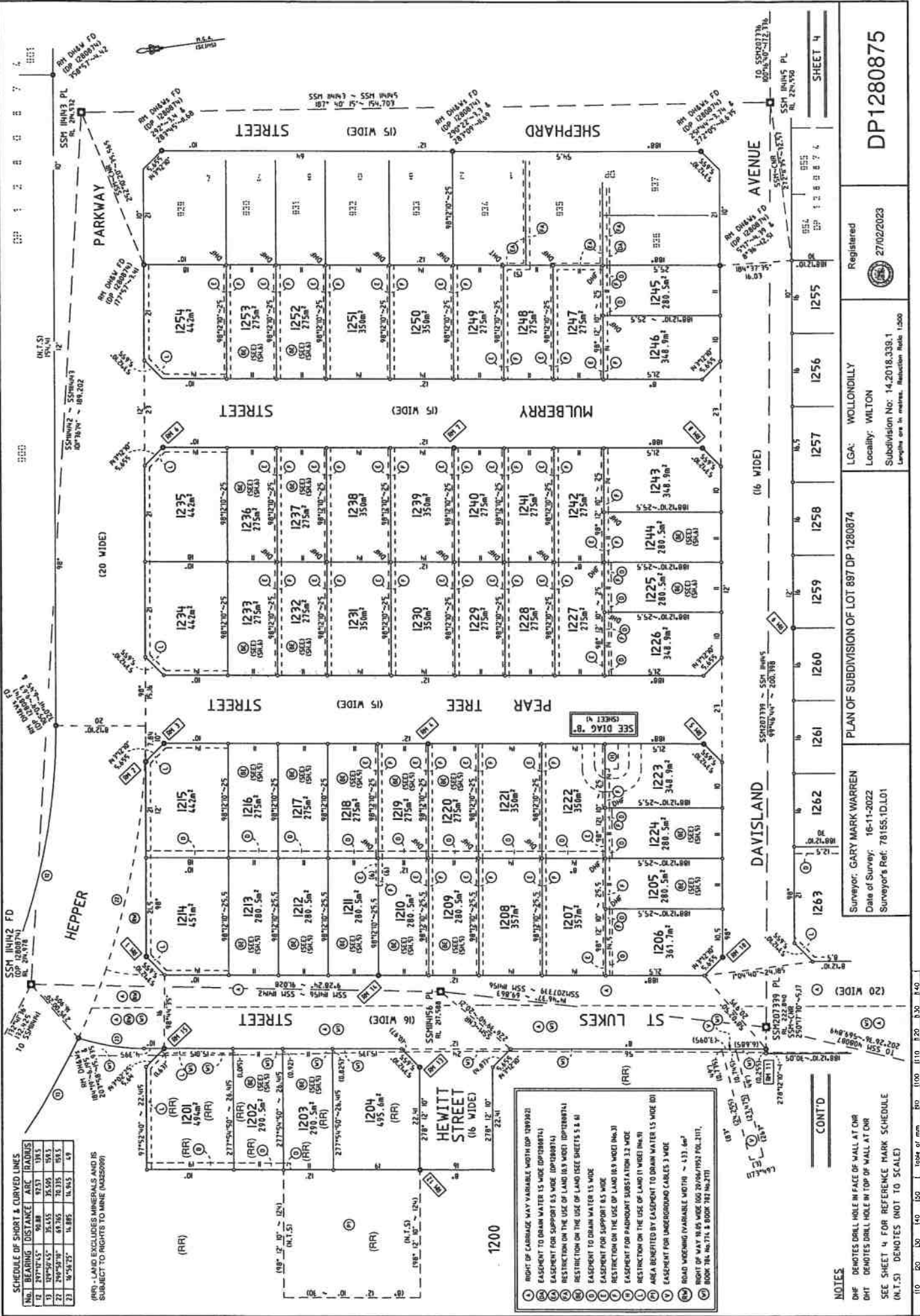


DP1280875

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sta.	Bearing	Distance	ARC	RADIUS
12	S 87°17'15" W	60.88	97.51	131.5
13	S 70°50'45" E	35.535	35.540	581.5
21	S 64°50'30" E	69.705	70.335	581.5
22	N 54°25' E	11.885	11.945	4.9

(RR) - LAND INCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE (INDUSTRIAL)



(1) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (OP 1200/22)

(2) EASEMENT TO DRAIN WATER 15 WIDE (OP/20/21/22)

(3) EASEMENT FOR SUPPORT 6.5 WIDE (OP/20/21/22)

(4) RESTRICTION ON THE USE OF LAND (0.5 WIDE) (OP/20/21/22)

(5) RESTRICTION ON THE USE OF LAND (SEE SHEETS 5 & 6)

(6) EASEMENT TO DRAIN WATER 15 WIDE

(7) EASEMENT FOR SUPPORT 6.5 WIDE

(8) RESTRICTION ON THE USE OF LAND (0.5 WIDE) (IN 3)

(9) EASEMENT FOR PADMOUNT SUBSTATION 3.2 WIDE

(10) RESTRICTION ON THE USE OF LAND (1 WIDE) (IN 9)

(11) AREA BENEFITTED BY EASEMENT TO DRAIN WATER 15 WIDE (DI)

(12) EASEMENT FOR UNDERGROUND CABLES 3 WIDE

(13) ROAD WIDENING VARIABLE WIDTH ~ 4.13 m²

(14) RIGHT OF WAY 18.05 WIDE (0.20/20/19/5) (POL 211)

(15) BOOK 766 (IN 1) & BOOK 767 (IN 2)

CONT'D

NOTES

DHF DENOTES DRILL HOLE IN FACE OF WALL AT OHR

DHT DENOTES DRILL HOLE IN TOP OF WALL AT OHR

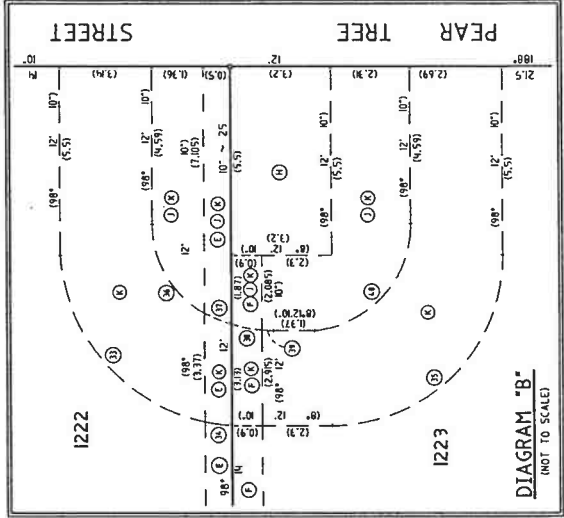
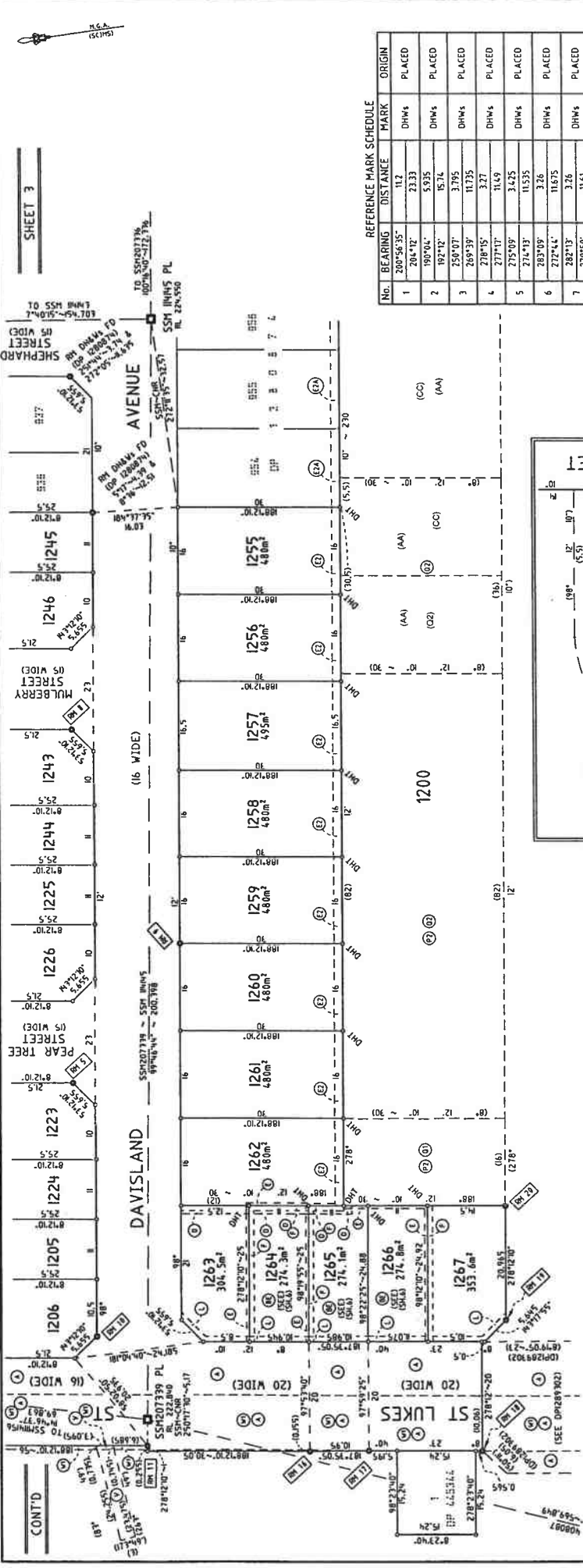
SEE SHEET 4 FOR REFERENCE MARK SCHEDULE

(N.T.S.) DENOTES (NOT TO SCALE)

<p>Registered</p> <p>27/02/2023</p>	<p>LGA: WOLLONOLLY Locality: WILTON</p>	<p>PLAN OF SUBDIVISION OF LOT 897 DP 1280874</p>	<p>1255 1256 1257 1258 1259 1260 1261 1262 1263</p>	<p>SHEET 4</p>
<p>Surveyor: GARY MARK WARREN Date of Survey: 16-11-2022 Surveyor's Ref: 78155.1D.L01</p>				
<p>Subdivision No: 14.2018.339.1 Lengths are in metres. Reduction Ratio 1:500</p>				
<p>DP1280875</p>				

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)



SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC (RADIUS)
31	150°04'20"	16.70	17.358 (B)
32	111°04'20"	10.51	10.51 (B)
33	103°42'20"	17.07	17.075 (B)
34	109°44'20"	12.853	12.853 (B)
35	135°56'20"	10.553	10.553 (B)
36	129°39'50"	10.253	10.253 (B)
37	102°29'50"	10.241	10.241 (B)
38	103°42'20"	12.253	12.253 (B)
39	103°42'20"	12.253	12.253 (B)
40	103°42'20"	12.253	12.253 (B)

- (A) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (DP 1289302)
- (B) EASEMENT FOR SUPPORT 0.5 WIDE (DP1280074)
- (C) EASEMENT FOR SUPPORT 1.5 WIDE (DP1280074)
- (D) RESTRICTION ON THE USE OF LAND (SEE SHEETS 5 & 6)
- (E) EASEMENT TO DRAIN WATER 15 WIDE
- (F) EASEMENT FOR SUPPORT 0.5 WIDE
- (G) EASEMENT FOR SUPPORT 1.5 WIDE
- (H) RESTRICTION ON THE USE OF LAND (0.9 WIDE) (No.3)
- (I) EASEMENT FOR PADJUNCT SUBSTATION 3.2 WIDE
- (J) RESTRICTION ON THE USE OF LAND (No.5)
- (K) RESTRICTION ON THE USE OF LAND (No.6)
- (L) RESTRICTION ON THE USE OF LAND (11 WIDE)
- (M) AREA BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (E)
- (N) AREA BENEFITED BY EASEMENT TO DRAIN WATER 0.5 WIDE (E)
- (O) AREA BENEFITED BY EASEMENT FOR SUPPORT 1.5 WIDE (E2)
- (P) AREA BENEFITED BY EASEMENT FOR SUPPORT 0.5 WIDE (E2)
- (Q) EASEMENT FOR UNDERGROUND CABLES 3 WIDE
- (R) RIGHT OF WAY 10.15 WIDE (SEE 26/05/1953 FOL.1711, BOOK 76, NO.74 & BOOK 78, NO.271)

REFERENCE MARK SCHEDULE

No.	BEARING	DISTANCE	MARK	ORIGIN
1	204°12'	23.33	DHW4	PLACED
2	190°04'	5.935	DHW4	PLACED
3	192°12'	15.74	DHW4	PLACED
4	250°07'	3.795	DHW4	PLACED
5	269°39'	11.735	DHW4	PLACED
6	278°15'	3.27	DHW4	PLACED
7	277°17'	11.49	DHW4	PLACED
8	275°09'	3.425	DHW4	PLACED
9	274°43'	11.535	DHW4	PLACED
10	283°09'	3.26	DHW4	PLACED
11	272°44'	11.675	DHW4	PLACED
12	279°50'	11.61	DHW4	PLACED
13	282°13'	3.26	DHW4	PLACED
14	279°50'	11.61	DHW4	PLACED
15	269°05'	3.44	DHW4	PLACED
16	278°20'	11.54	DHW4	PLACED
17	185°38'	3.64	DHW4	PLACED
18	108°40'	11.51	DHW4	PLACED
19	350°43'	4.57	DHW4	PLACED
20	351°54'	13.055	DHW4	PLACED
21	227°27'	7.055	DHW4	PLACED
22	348°51'	4.69	DHW4	PLACED
23	374°27'	12.63	DHW4	PLACED
24	354°47'	4.48	DHW4	PLACED
25	5°11'	12.59	DHW4	PLACED
26	97°16'	3.33	DHW4	PLACED
27	99°07'	11.51	DHW4	PLACED
28	295°48'	4.61	DHW4	PLACED
29	281°45'	12.515	DHW4	PLACED
30	271°47'	3.39	DHW4	PLACED
31	277°37'	15.56	DHW4	PLACED
32	268°51'	3.985	DHW4	PLACED
33	278°30'	15.53	DHW4	PLACED
34	239°09'	4.34	DHW4	PLACED
35	278°43'	13.985	DHW4	PLACED
36	2°1'	3.42	DHW4	PLACED
37	10°55'	11.555	DHW4	PLACED
38	8°12'	3.41	DHW4	PLACED
39	4°01'	11.645	DHW4	PLACED

Registered

27/02/2023

LGA: WOLLONDILLY
Locality: WILTON
Subdivision No: 14,2018,339.1
Lengths are in metres. Reproduction scale 1:500

PLAN OF SUBDIVISION OF LOT 897 DP 1280874

Surveyor: GARY MARK WARREN
Date of Survey: 16-11-2022
Surveyor's Ref: 79155.1D.L01

DP1280875

NOTES

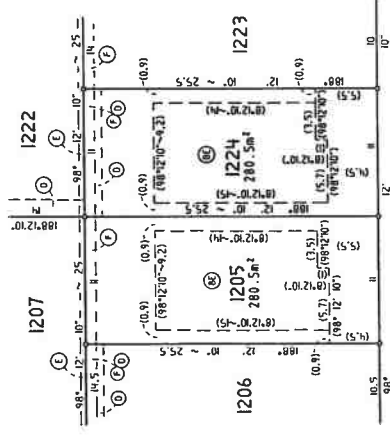
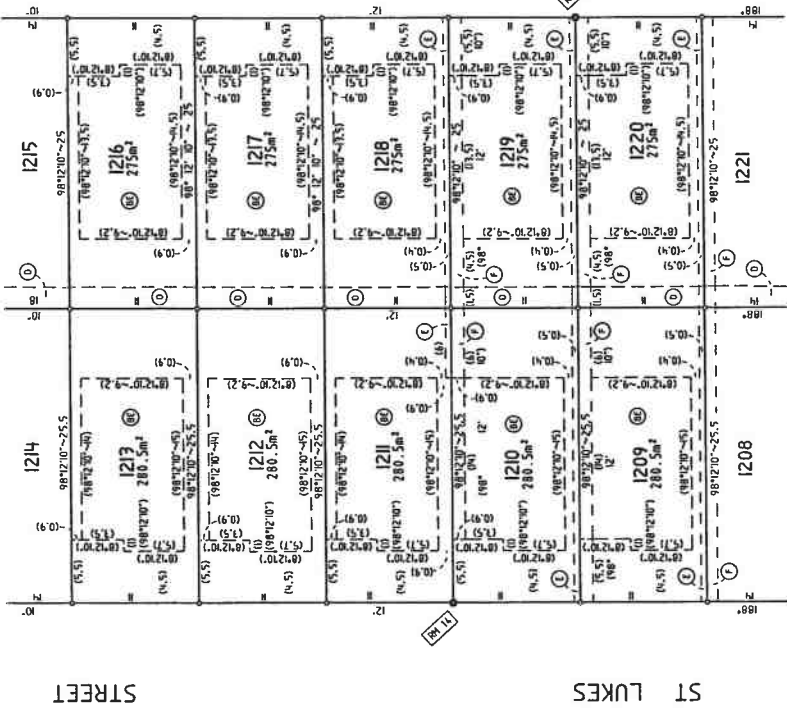
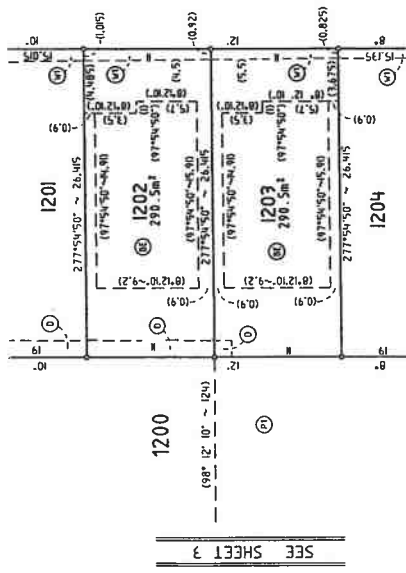
DHF DENOTES DRILL HOLE IN FACE OF WALL AT CNR

DHT DENOTES DRILL HOLE IN TOP OF WALL AT CNR

SEE SHEET 4 FOR REFERENCE MARK SCHEDULE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)



BUILDING ENVELOPE RESTRICTION DIAGRAMS

- NOTES**
- Ⓢ RESTRICTION ON THE USE OF LAND (No. 7)
 - Ⓣ EASEMENT TO DRAIN WATER 15 WIDE
 - Ⓤ EASEMENT FOR SUPPORT 0.5 WIDE
 - Ⓦ RESTRICTION ON THE USE OF LAND (No. 9) (No. 3)
 - Ⓧ AREA BENEFITED BY EASEMENT TO DRAIN WATER 15 WIDE (D)
 - Ⓨ RIGHT OF WAY 10.05 WIDE (EG 20/06/1952 FOL 317, BOOK 784 No. 714 & 800K 102 No. 271)

SEE SHEET 4 FOR REFERENCE MARK SCHEDULE

Surveyor: GARY MARK WARREN
 Date of Survey: 16-11-2022
 Surveyor's Ref: 78155.1D.L01

PLAN OF SUBDIVISION OF LOT 897 DP 1280874

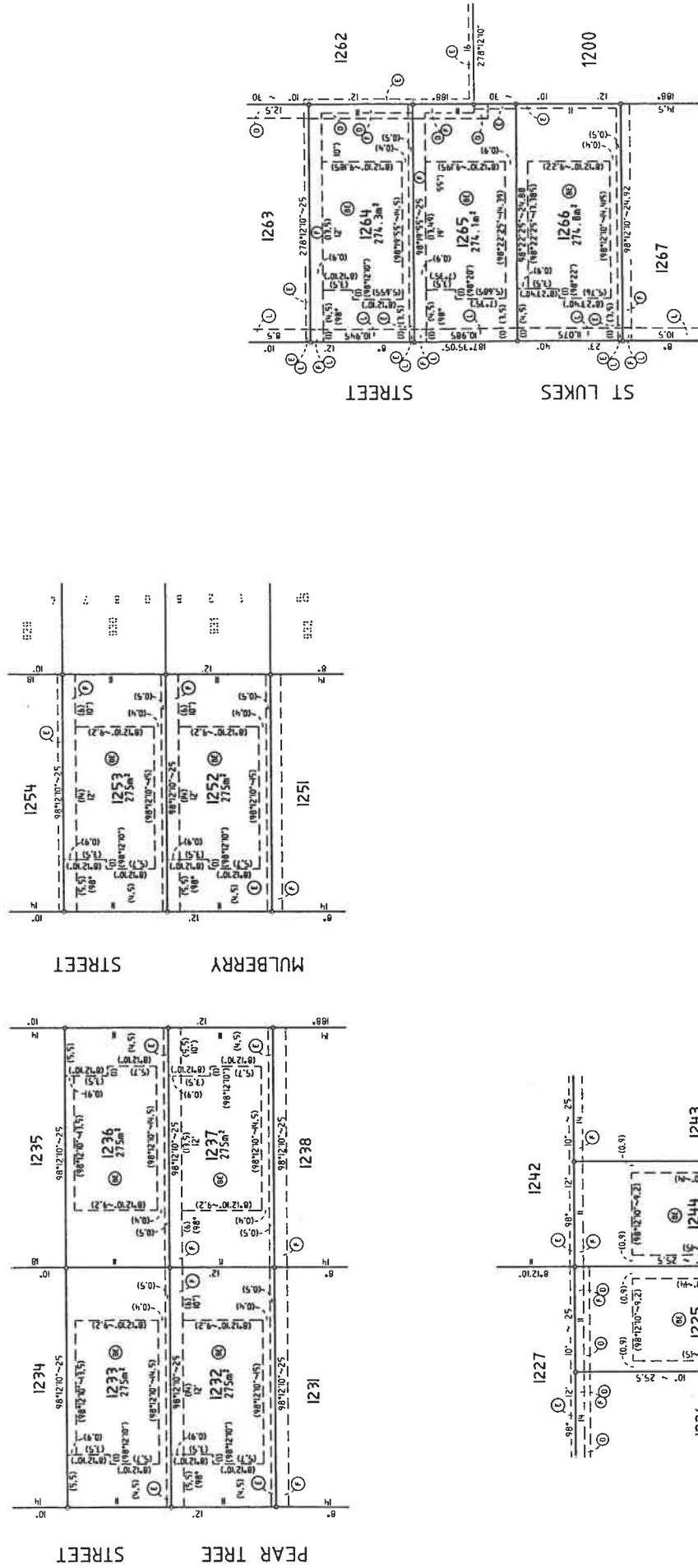
LGA: WOLLONDILLY
 Locality: WILTON
 Subdivision No: 14.2018.339.1
 Lengths are in metres. Reduction Ratio 1:300

Registered
 27/02/2023

DP1280875

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)



BUILDING ENVELOPE RESTRICTION DIAGRAMS

- (B) RESTRICTION ON THE USE OF LAND (No. 7)
- (E) EASEMENT TO DRAIN WATER 15 WIDE
- (S) EASEMENT FOR SUPPORT 0.5 WIDE
- (L) RESTRICTION ON THE USE OF LAND (6.9 WIDE) (No. 3)
- (L) RESTRICTION ON THE USE OF LAND (1. WIDE) (No. 9)

Surveyor: GARY MARK WARREN
 Date of Survey: 16-11-2022
 Surveyor's Ref: 78155.1D.L01

PLAN OF SUBDIVISION OF LOT 897 DP 1280874

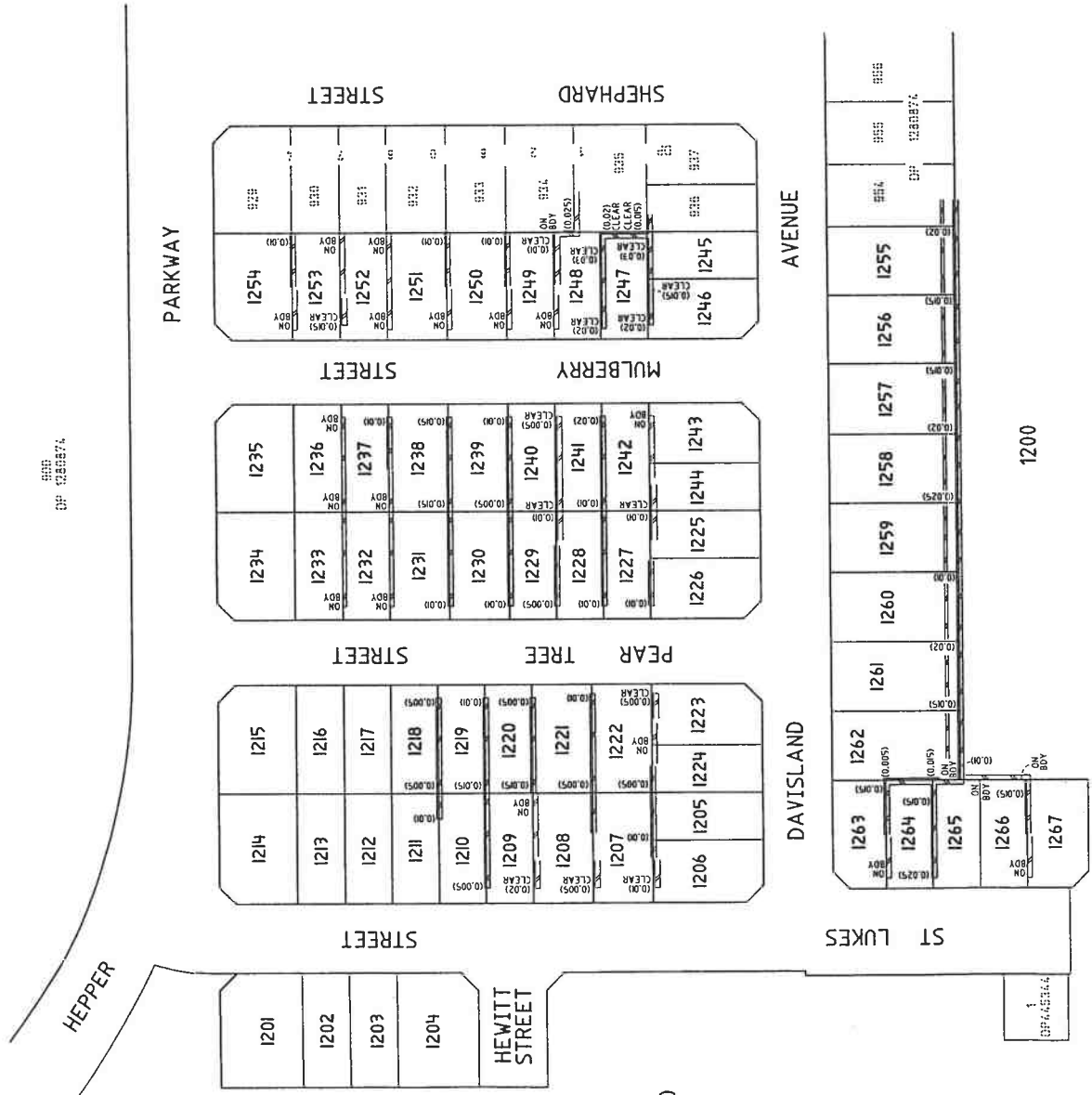
LGA: WOLLONDILLY
 Locality: WILTON
 Subdivision No: 14.2016.339.1
 Lengths are in metres. Reduction Ratio 1:200



DDP1280875

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)



LOCATION OF NEW CONCRETE PANEL RETAINING WALLS

NOTES:
 ALL WALLS SHOWN ARE NEW CONCRETE PANEL RETAINING WALLS
 SEE SHEETS 1 TO 6 FOR BOUNDARY DIMENSIONS AND EASEMENTS WHICH ARE NOT SHOWN ON THIS SHEET FOR CLARITY.

Surveyor: GARY MARK WARREN
 Date of Survey: 16-11-2022
 Surveyor's Ref: 78155.1D.L01


LGA: WOLLONDILLY
 Locality: WILTON
 Subdivision No: 14.2016.339.1
 Lengths are in metres. Reduction Ratio 1:300

Registered
 27/02/2023

DP1280875

10 20 30 40 50 60 70 80 90 100 110 120 130 140


PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Registered: 27/02/2023 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1280875</h1>	Office Use Only
PLAN OF SUBDIVISION OF LOT 897 DP1280874	LGA: WOLLONDILLY Locality: WILTON Parish: WILTON County: CAMDEN	
<p style="text-align: center;">Survey Certificate</p> I, GARY MARK WARREN Of SMEC AUSTRALIA PTY LTD. Level 2, 6-8 Regent Street, Wollongong NSW 2500 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 16 th November 2022, or *(b) The part of the land shown in the plan (*being/excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: "X" - "Y" Type: *Urban/*Rural The terrain is *Level/Modulating / *Steep/Mountainous. Signature: Dated: 20-01-2023 Surveyor Identification No: 2205 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p style="text-align: center;">I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p style="text-align: center;">Signature:</p> <p style="text-align: center;">Date:</p> <p style="text-align: center;">File Number:</p> <p style="text-align: center;">Office:</p>	
Plans used in the preparation of survey/compilation. DP 201250 DP 1232553 DP 499002 DP 1244223 DP 702025 DP 1280114 DP 837310 DP 1280874 DP 1289302	<p style="text-align: center;">Subdivision Certificate</p> I, Aimee Lee *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Electronic signature of me, Aimee Lee, Team Leader, Development Assessment Accreditation number: affixed by me, or at my direction, on 21 February 2023 at 12:42pm:..... Consent Authority: Wollondilly Shire Council Date of endorsement: 21 February 2023 Subdivision Certificate number: 14.2018.339.1 File number: DD010.2018.00000339.001 *Strike through if inapplicable.	
Surveyor's Reference: 78155.1D.L01	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. <p style="text-align: center;">SEE SHEET 2</p> Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 5 sheet(s)	
Registered:  27/02/2023 Office Use Only	Office Use Only DP1280875
PLAN OF SUBDIVISION OF LOT 897 DP1280874	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: 14.2018.339.1 Date of Endorsement: 21 February 2023	
<p>IT IS INTENDED TO DEDICATE THE WIDENING OF HEPPER PARKWAY TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH CREATED BY DP1289302 AND RIGHTS OF WAY 10.05 WIDE CREATED BY GOV.GAZ 20/06/1952 FOL.2117, BOOK 784 No.774 & BOOK 782 No.217.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF DAVISLAND AVENUE TO THE PUBLIC AS PUBLIC ROAD.</p> <p>IT IS INTENDED TO DEDICATE ST LUKES STREET TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH CREATED BY DP1289302 AND RIGHTS OF WAY 10.05 WIDE CREATED BY GOV.GAZ 20/06/1952 FOL.2117, BOOK 784 No.774 & BOOK 782 No.217.</p> <p>IT IS INTENDED TO DEDICATE HEWITT STREET, PEAR TREE STREET & MULBERRY STREET TO THE PUBLIC AS PUBLIC ROAD.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none">1. EASEMENT TO DRAIN WATER 1.5 WIDE (D)2. EASEMENT FOR SUPPORT 0.5 WIDE (E)3. RESTRICTION ON THE USE OF LAND (F)4. EASEMENT FOR PADMOUNT SUBSTATION 3.2 WIDE (H)5. RESTRICTION ON THE USE OF LAND (J)6. RESTRICTION ON THE USE OF LAND (K)7. RESTRICTION ON THE USE OF LAND (BE)8. RESTRICTION ON THE USE OF LAND (L)9. RESTRICTION ON THE USE OF LAND10. EASEMENT FOR SUPPORT 1.5 WIDE (E2)11. EASEMENT FOR UNDERGROUND CABLES 3 WIDE (V)	
Consent Authority: Wollondilly Shire Council File Number: DA/010.2018.339.001	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 78155.1D.L01	

PLAN FORM 6A (2020)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:  27/02/2023 Office Use Only

Office Use Only

DP1280875

PLAN OF SUBDIVISION OF LOT 897 DP1280874

Subdivision Certificate number: 14.2018.339.1
 Date of Endorsement: 21 February 2023

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
1200	N/A	N/A	N/A	N/A	WILTON
1201	33		ST LUKES	STREET	WILTON
1202	31		ST LUKES	STREET	WILTON
1203	29		ST LUKES	STREET	WILTON
1204	27		ST LUKES	STREET	WILTON
1205	48		DAVISLAND	AVENUE	WILTON
1206	50		DAVISLAND	AVENUE	WILTON
1207	22		ST LUKES	STREET	WILTON
1208	24		ST LUKES	STREET	WILTON
1209	26		ST LUKES	STREET	WILTON
1210	28		ST LUKES	STREET	WILTON
1211	30		ST LUKES	STREET	WILTON
1212	32		ST LUKES	STREET	WILTON
1213	34		ST LUKES	STREET	WILTON
1214	36		ST LUKES	STREET	WILTON
1215	17		PEAR TREE	STREET	WILTON
1216	15		PEAR TREE	STREET	WILTON
1217	13		PEAR TREE	STREET	WILTON
1218	11		PEAR TREE	STREET	WILTON
1219	9		PEAR TREE	STREET	WILTON
1220	7		PEAR TREE	STREET	WILTON
1221	5		PEAR TREE	STREET	WILTON
1222	3		PEAR TREE	STREET	WILTON
1223	44		DAVISLAND	AVENUE	WILTON
1224	46		DAVISLAND	AVENUE	WILTON
1225	40		DAVISLAND	AVENUE	WILTON
1226	2		PEAR TREE	STREET	WILTON
1227	4		PEAR TREE	STREET	WILTON
1228	6		PEAR TREE	STREET	WILTON
1229	8		PEAR TREE	STREET	WILTON
1230	10		PEAR TREE	STREET	WILTON
1231	12		PEAR TREE	STREET	WILTON
1232	14		PEAR TREE	STREET	WILTON
1233	16		PEAR TREE	STREET	WILTON
1234	18		PEAR TREE	STREET	WILTON
1235	17		MULBERRY	STREET	WILTON
1236	15		MULBERRY	STREET	WILTON

Consent Authority: Wollondilly Shire Council
 File Number: DA/010.2018.339.001

If space is insufficient use additional annexure sheet

Surveyor's Reference: 78155.1D.L01

PLAN FORM 6A (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 5 sheet(s)

Registered:  27/02/2023 Office Use Only

Office Use Only

DP1280875

PLAN OF SUBDIVISION OF LOT 897 DP1280874

Subdivision Certificate number: 14.2018.339.1
 Date of Endorsement: 21 February 2023


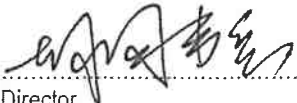

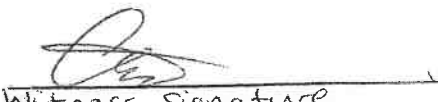
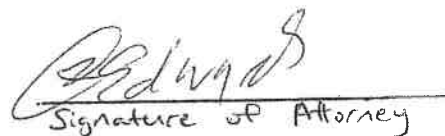
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
1237	13		MULBERRY	STREET	WILTON
1238	11		MULBERRY	STREET	WILTON
1239	9		MULBERRY	STREET	WILTON
1240	7		MULBERRY	STREET	WILTON
1241	5		MULBERRY	STREET	WILTON
1242	3		MULBERRY	STREET	WILTON
1243	1		MULBERRY	STREET	WILTON
1244	38		DAVISLAND	AVENUE	WILTON
1245	32		DAVISLAND	AVENUE	WILTON
1246	2		MULBERRY	STREET	WILTON
1247	4		MULBERRY	STREET	WILTON
1248	6		MULBERRY	STREET	WILTON
1249	8		MULBERRY	STREET	WILTON
1250	10		MULBERRY	STREET	WILTON
1251	12		MULBERRY	STREET	WILTON
1252	14		MULBERRY	STREET	WILTON
1253	16		MULBERRY	STREET	WILTON
1254	18		MULBERRY	STREET	WILTON
1255	25		DAVISLAND	AVENUE	WILTON
1256	27		DAVISLAND	AVENUE	WILTON
1257	29		DAVISLAND	AVENUE	WILTON
1258	31		DAVISLAND	AVENUE	WILTON
1259	33		DAVISLAND	AVENUE	WILTON
1260	35		DAVISLAND	AVENUE	WILTON
1261	37		DAVISLAND	AVENUE	WILTON
1262	39		DAVISLAND	AVENUE	WILTON
1263	41		DAVISLAND	AVENUE	WILTON
1264	16		ST LUKES	STREET	WILTON
1265	14		ST LUKES	STREET	WILTON
1266	12		ST LUKES	STREET	WILTON
1267	10		ST LUKES	STREET	WILTON

Consent Authority: Wollondilly Shire Council
 File Number: DA/010.2018.339.001

If space is insufficient use additional annexure sheet

Surveyor's Reference: 78155.1D.L01

PLAN FORM 6A (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)
Registered:  27/02/2023	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 897 DP1280874		DP1280875
Subdivision Certificate number: 14.2018.339.1 Date of Endorsement: 21 February 2023		
This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
Execution by Registered Proprietor – Lot 897 DP1280874		
EXECUTED by: COUNTRY GARDEN WILTON EAST PTY LTD ABN 31 617 312 334 in accordance with Section 127(1) of the Corporations Act 2001 in the presence of		
 Director	 Director/Secretary	
GUOTAO HU Name (BLOCK LETTERS)	KI BIAN Name (BLOCK LETTERS)	
Execution by Mortgagee under Mortgage numbered AS756377: Golden Strait Development VI Limited by its attorney under Power of Attorney dated 23 January 2023 Registered Book 4807 No 921		
 Witness Signature	 Signature of Attorney	
Calvin Junjuran Mei, 242, 264 George St, Sydney Witness Name & Address NSW done	Zina Edwards Name of Attorney	
Consent Authority: Wollondilly Shire Council File Number: DA/010.2018.339.001		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 78155.1D.L01		

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 13 sheets)

Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874 covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

Full name and address of the owner of the land:

Country Garden Wilton East Pty Ltd
 ABN 31 617 612 334
 Suite 7.02, Level 7
 207 Kent Street
 Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (D)	1201 1202 1203 1206 1215 1216 1217 1218 1219 1220 1221 1222 1224 1225 1226 1245 1263 1264 1265	1202, 1203 & Part Lot 1200 Designated "P1" 1203 & Part Lot 1200 Designated "P1" Part Lot 1200 Designated "P1" 1205 1216 to 1224 Inclusive 1217 to 1224 Inclusive 1218 to 1224 Inclusive 1219 to 1224 Inclusive 1220 to 1224 Inclusive 1221 to 1224 Inclusive 1222, 1223 & 1224 1223 & 1224 1223 1244 1225 & 1244 1246 1264, 1265 & Part Lot 1200 Designated "P2" 1265 & Part Lot 1200 Designated "P2" Part Lot 1200 Designated "P2"



Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader Development Assessment affixed by me, or at my direction, on 17 February 2023 at 5:35pm.

Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 2 of 13 sheets)

Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874
 covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

2	Easement for Support 0.5 wide (E)	1207 1208 1209 1210 1211 1218 1219 1220 1221 1222 1227 1228 1229 1230 1231 1232 1233 1236 1237 1238 1239 1240 1241 1242 1247 1248 1249 1250 1251 1252 1253 1254 1262 1263 1264 1265 1266	1205 & 1206 1207 1208 1209 1210 1219 1220 1221 1222 1223 & 1224 1225 & 1226 1227 1228 1229 1230 1231 1232 1237 1238 1239 1240 1241 1242 1243 & 1244 1245 & 1246 1247 1248 1249 1250 1251 1252 1253 1264 & 1265 1264 1265 Part Lot 1200 designated "Q1" 1267 & Part Lot 1200 designated "Q1"
3	Restriction on The Use of Land (F) (continued next sheet)	1205 1206 1207 1208 1209 1210	1207 1207 1208 1209 1210 1211


 Registered Proprietor (initial)

Aimee Lee Electronic signature of me, Aimee Lee, Team Leader Development
 Assessment affixed by me, or at my direction, on 17 February 2023 at
 5:35pm. Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 3 of 13 sheets)

Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874 covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

3(cont'd)	Restriction on The Use of Land (F) (continued)	1219 1220 1221 1222 1223 1224 1225 1226 1227 1228 1229 1230 1231 1232 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 1251 1252 1253 1264 1265 1267	1218 1219 1220 1221 1222 1222 1227 1227 1228 1229 1230 1231 1232 1233 1236 1237 1238 1239 1240 1241 1242 1242 1242 1247 1247 1248 & Lot 935 DP1280874 1249& Lot 934 DP1280874 1250 1251 1252 1253 1254 1262 & 1263 1262 & 1264 1266
4	Easement for Padmount Substation 3.2 Wide (H)	1223	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on the Use of Land (J)	Part 1222 & Part 1223	Epsilon Distribution Ministerial Holding Corporation


 Registered Proprietor (initial)

Aimee Lee

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Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 4 of 13 sheets)

Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874 covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

6	Restriction on the Use of Land (K)	Part 1222 & Part 1223	Epsilon Distribution Ministerial Holding Corporation
7	Restriction on the Use of Land (BE)	1202, 1203, 1205, 1209 to 1213 inclusive, 1216 to 1220 inclusive, 1224, 1225, 1232, 1233, 1236, 1237, 1244, 1252, 1253 & 1264 to 1266 inclusive	Wollondilly Shire Council
8	Restriction on the Use of Land	1201 to 1267 Inclusive	Every other lot except 1200 *
9	Restriction on the Use of Land (L)	1201 1214 1215 1234 1235 1254 1263 1264 1265 1266 1267	1200 & 1202 1213 & 1215 1214 & 1216 1233 & 1235 1234 & 1263 1253 & Lot 929 DP1280874 1264 1263 & 1265 1264 & 1266 1265 & 1267 1266 & 1200 *
10	Easement for Support 1.5 wide (E2)	1255 to 1261 inclusive 1262	Part Lot 1200 designated "Q2" Part Lot 1200 designated "Q1"
11	Easement for Underground Cables 3 wide (V)	1200	Epsilon Distribution Ministerial Holding Corporation

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader Development Assessment affixed by me, or at my direction, on 17 February 2023 at 5:35pm.

Registered Proprietor (initial)

Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 5 of 13 sheets)

Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874
covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

Part 2 (Terms)

1. Terms of Easement to Drain Water 1.5 Wide (D) numbered 1 in the Plan.

An Easement to Drain Water on the terms set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919 (as amended).

Notwithstanding the terms of easements to drain water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919, no alteration to surface levels of the site of the easement shall be permitted without the written consent of Wollondilly Shire Council being firstly obtained.

Name of authority whose consent is required to release, vary or modify easement numbered 1 in the Plan.

Wollondilly Shire Council

2. Terms of Easement for Support 0.5 wide (E) numbered 2 in the Plan.

(a) The owner of the lot burdened must not:

- (i) interfere with the retaining wall or the support it offers, or
- (ii) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall, or
- (iii) allow any erection of Structures, excavation, filling or alteration of surface levels and the like to be located in, on or over the easement for support, unless the Structures, excavation, filling or alteration of surface levels have been designed by a qualified structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities.

(b) If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.

(c) If the owner of the lot burdened does not comply with the notice set out in clause (b) within 14 days, the owner of the lot benefited may:



.....
Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction,
on 17 February 2023 at 5:35pm.

.....
Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 6 of 13 sheets)

Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874
covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

- (i) enter the lot burdened and repair the damage or remove the impairment, and
- (ii) recover its reasonable costs from the owner of the lot burdened.
- (d) In exercising those powers, the owner of the lot benefited must:
 - (i) ensure all work is done properly, and
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (iii) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (iv) restore the lot burdened as nearly as is practicable to its former condition, and
 - (v) make good any collateral damage.

(e) Definitions

Structure means all improvements and includes buildings, walls, retaining walls, fences, pools and plant and equipment.

Name of authority empowered to release, vary or modify easement numbered 2 in the Plan.

Wollondilly Shire Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

3. Terms of Restriction on the Use of Land (F) numbered 3 in the Plan.

- (a) No building, erection of Structures, excavation, filling or alteration of surface levels will be permitted on the restricted area of the land marked (F) on the Plan unless:
 - (i) the Structure, excavation, filling or alteration of surface levels have been designed by a qualified civil/structural engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities;
 - (ii) the Structures are designed so not to impose any additional dead load on the retaining wall located in the restricted area of the land marked (F) and are to be self-supporting;
 - (iii) the Structure is founded below the zone of influence of the retaining wall and designed and certificate by a suitably qualified structural engineer;



.....
Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction,
on 17 February 2023 at 5:35pm.

.....
Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 7 of 13 sheets)

Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874
covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

(iv) no vehicles, including construction vehicles greater than 2 tonne are to enter upon the restricted area of the land marked (F) on the Plan unless such entry is certified by a suitably qualified structural engineer.

(b) Definitions

Structure means all improvements and includes buildings, walls, retaining walls, fences, pools and plant and equipment.

Name of authority empowered to release, vary or modify restriction numbered 3 in the Plan.

Wollondilly Shire Council.

The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

4. **Terms of Easement for Padmount Substation 3.2 Wide (H) numbered 4 in the Plan.**

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

Name of authority empowered to release, vary or modify easement numbered 4 in the Plan.

Epsilon Distribution Ministerial Holding Corporation

5. **Terms of Restriction on the Use of Land (J) numbered 5 in the Plan**

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document

Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 5 in the Plan

Epsilon Distribution Ministerial Holding Corporation

6. **Terms of Restriction on the Use of Land (K) numbered 6 in the Plan**

The terms set out in Section 9 of Memorandum AR578978 are incorporated into this document.

Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 6 in the Plan

Epsilon Distribution Ministerial Holding Corporation



Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader Development
Assessment affixed by me, or at my direction, on 17 February 2023
at 5:35pm

Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 8 of 13 sheets)

Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874
covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

7. Terms of Restriction on the Use of Land (BE) numbered 7 in the Plan

All dwelling houses (excluding eave overhang) shall be located within the building envelope designated as "BE" on the deposited plan. Ancillary buildings, retaining walls and the like can be outside of the building envelope.

Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 7 in the Plan

Wollondilly Shire Council

8. Terms of Restriction of the Use of Land on the Use of Land numbered 8 in the Plan

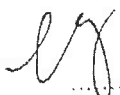
For so long as Country Garden Wilton East Pty Ltd remains the registered proprietor of any benefited lot:

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not construct or allow to be constructed or remain on the lot or any part of it any dwelling, house, outbuilding, or fence without applicable plans and specifications first:

- (a) being submitted to and approved by the Wilton Greens Design Review Committee (DRC); and
- (b) prepared in accordance with the Wilton Greens Design Guidelines as amended from time to time, a copy which can be obtained from the website <https://www.wiltongreens.com.au/>; and
- (c) then only in compliance with any condition imposed by the Wilton Greens Design Review Committee (DRC) in respect of that approval provided that such condition does not contravene or conflict with the Wollondilly Growth Area Development Control Plan (adopted from time to time) and any other requirements of Wollondilly Shire Council.

Name of person/s empowered to release, vary or modify Restriction of the Use of Land numbered 8 in the plan.

- (a) The registered proprietors of the benefited lots or Country Garden Wilton East Pty Ltd for such period as it is the registered proprietor of land in the plan and thereafter the owners of the lot benefited.
- (b) Any release, variation or modification to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.



.....
Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction,
on 17 February 2023 at 5:35pm.

.....
Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 9 of 13 sheets)

Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874
covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

9. Terms of Restriction on the Use of Land (L) numbered 9 in the Plan

For so long as Country Garden Wilton East Pty Ltd remains the registered proprietor of any benefited lot, the owner of the lot burdened must construct, install, build and maintain fences within the restriction site, denoted (L) on the plan, at its own expense and must ensure that no other structure is erected or permitted to remain within the restriction site.

Name of person/s empowered to release, vary or modify Restriction of the Use of Land numbered 8 in the plan.

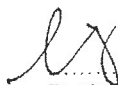
- (a) The registered proprietors of the benefited lots or Country Garden Wilton East Pty Ltd for such period as it is the registered proprietor of land in the plan and thereafter the owners of the lot benefited.
- (b) Any release, variation or modification to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

10. Terms of Easement for Support 1.5 wide (E2) numbered 10 in the Plan.

- (a) The owner of the lot burdened must not:
 - (i) interfere with the retaining wall or the support it offers, or
 - (ii) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall, or
 - (iii) allow any erection of Structures, excavation, filling or alteration of surface levels and the like to be located in, on or over the easement for support, unless the Structures, excavation, filling or alteration of surface levels have been designed by a qualified structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities.
- (b) If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction,
on 17 February 2023 at 5:35pm.

Aimee Lee



Registered Proprietor (initial)

Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 10 of 13 sheets)

Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874
covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

- (c) If the owner of the lot burdened does not comply with the notice set out in clause (b) within 14 days, the owner of the lot benefited may:
- (i) enter the lot burdened and repair the damage or remove the impairment, and
 - (ii) recover its reasonable costs from the owner of the lot burdened.
- (d) In exercising those powers, the owner of the lot benefited must:
- (i) ensure all work is done properly, and
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (iii) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (iv) restore the lot burdened as nearly as is practicable to its former condition, and
 - (v) make good any collateral damage.
- (e) Definitions
- Structure** means all improvements and includes buildings, walls, retaining walls, fences, pools and plant and equipment.

Name of authority empowered to release, vary or modify easement numbered 2 in the Plan.

Wollondilly Shire Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

11. Terms of Easement for Underground Cables 3 wide (V) numbered 11 in the Plan.

The terms set out in Section 2 of Memorandum AR578978 are incorporated into this document.

Name of authority empowered to release, vary or modify easement numbered 11 in the Plan.

Epsilon Distribution Ministerial Holding Corporation



Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction,
on 17 February 2023 at 5:35pm.

Wollondilly Shire Council (Initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 11 of 13 sheets)

Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874 covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

SIGNATURES

Execution by Council

WOLLONDILLY SHIRE COUNCIL by its authorised delegate pursuant to s.377/378 Local Government Act 1993 Electronic signature of me, Aimee Lee, Team Leader Development Assessment affixed by me, or at my direction, on 17 February 2023 at 5:35pm.

Aimee Lee

Signature of Delegate

Aimee Lee

Name of Delegate

I certify that I am an eligible witness and that the delegate signed in my presence.

Bridie Riordan Electronic signature of me, Bridie Riordan, Senior Development Assessment Planner, affixed by me, or at my direction on 17 February 2023 at 5:46pm.

Signature of Witness

Bridie Riordan

Name of Witness

62-64 Menange St, Picton NSW. 2571

Address of Witness

Electronic signature of me, Aimee Lee, Team Leader Development Assessment affixed by me, or at my direction, on 17 February 2023 at 5:35pm.

Aimee Lee

[Handwritten Signature]

.....
Registered Proprietor (initial)

.....
Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 12 of 13 sheets)


Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874 covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

Execution by Registered Proprietor – Lot 897 DP1280874


Executed by
COUNTRY GARDEN WILTON
EAST PTY LTD
ABN 31 617 612 334 under s.127(1)
of the Corporations Act 2001



Director

GUOTAO HU


Full Name of Director



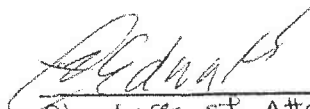
Director
YI BIAN

Full Name of Director

Executed by Mortgagee under Mortgage Numbered AS756377
Golden Strait Development VI Limited by its attorney
under Power of Attorney dated
23 January 2023 Registered Book 4807 No 92



Witness signature



Signature of Attorney

Zina Edwards

Calvin Tranter Mei 142, 264 George St

Witness Name & Address Sydney NSW 2000

Name of Attorney

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction,
on 17 February 2023 at 5:35pm.

Aimee Lee


.....
Registered Proprietor (initial)

.....
Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 13 of 13 sheets)

Plan: **DP1280875**

Plan of Subdivision of Lot 897 DP1280874 covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:

Signature of attorney:



Digitally signed by
Natasha Issac
Date: 2022.11.29
14:16:08 +11'00'



Digitally signed by
Simon Lawton
Date: 2022.11.29
14:09:47 +11'00'

Name of witness:

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Natasha Issac

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:
Book 4793 No. 57

Signing on behalf of:
Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

This document was signed in counterpart and witnessed over audio visual link in accordance with Section 14G of the Electronic Transactions Act 2000.

Endeavour Energy reference:

URS23693

Electronic signature of me, Aimee Lee, Team Leader Development Assessment affixed by me, or at my direction, on 17 February 2023 at 5:35pm.

Aimee Lee



Registered Proprietor (initial)

Wollondilly Shire Council (initial)

REGISTERED:



27/02/2023

RP 13A



SOUTH WALES

Q 825264

OFFICE USE ONLY

B14
21

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

This form is for use where the short form of transfer is applicable.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

(a) **THOMAS ARTHUR BOON** of Thirlmere, Electrician

hereinafter referred to as the TRANSFEROR

(b) If a less estate write out in the simple and add appropriate estate.

being registered proprietor of an estate in fee simple^(b)

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

in the land hereinafter described, subject to the following encumbrances and interests

(c) **Reservation of all coal and minerals in Transfer M454739 together with reservations and conditions, if any, in the Crown Grant. Right of Carriageway in Transfer H370593. Easement for Transmission Line created by Notice of Resumption H588160**

in consideration of One thousand five hundred dollars (\$ 1,500.00)

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by^(d)

THE COMMISSIONER FOR MAIN ROADS hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) **THE COMMISSIONER FOR MAIN ROADS** of 309 Castlereagh Street, Sydney

hereinafter referred to as the TRANSFEEE

an estate in fee simple^(b)

in the land described in the following schedule

Insert lot and plan number, portion &c. See also sections 337 and 327A of the Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only ^(f)	County	Parish
Volume	Folio				
12014	104	Part	being Lots 14 and 18 in Deposited Plan 253158	Camden	Wilton

K 1100

BT 427-3

RULE UP ALL BLANKS

(g) Here insert any easements, restrictive covenants, or other provisions intended to be included. Essential restrictive covenants must comply with section 88 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form shall be used. A binding margin of 15 inches and out margins of not less than 1 inch should be preserved. Each additional sheet must be signed by the parties and the attending witnesses.

AND THE TRANSFEROR COVENANTS WITH THE TRANSFEREE for the benefit of Lot 18 Deposited Plan 253158 (hereinafter called "the dominant tenement") and at the request of the Transferee (in this covenant called "the Commissioner") with the Council of the Shire of Wollondilly so as to bind and burden the land comprising Lot 13 Deposited Plan 253158 (hereinafter called "the servient tenement") that notwithstanding the provisions of the Local Government Act, 1919 -

(1) The servient tenement will not nor will any part thereof at any time hereafter be used as a means of access or route to or from any part of the dominant tenement or to or from any part of the road constructed or to be constructed over the dominant tenement without the prior consent in writing of the Commissioner or (where the dominant tenement is no longer vested in the Commissioner) of the said Council (which consent may at any time be revoked by the Commissioner or the said Council as the case may be in his or its absolute discretion).

(2) No means of access or route to or from any part of the dominant tenement or to or from the road constructed or to be constructed over the dominant tenement will at any time hereafter (without such consent as aforesaid being first had and obtained which consent may be revoked as aforesaid) be constructed formed or laid out in over or upon the servient tenement or any part thereof and any means of access or route must be forthwith closed upon the Commissioner or the said Council (as the case may be) revoking his or its consent as aforesaid.

PROVIDED FURTHER AND IT IS HEREBY AGREED AND DECLARED

(a) that the restrictions arising under the foregoing covenants shall continue in force upon the dominant tenement or any part thereof being proclaimed to be a motorway in pursuance of the provisions of Part VAA of the Main Roads Act, 1924 but in the event of the dominant tenement thereafter ceasing to be a motorway within the meaning of the said Part VAA then the restrictions arising under the foregoing covenants shall cease to have any force or effect,

(b) that the Transferor shall at the request and cost of the Commissioner or (where the dominant tenement is no longer vested in the Commissioner) of the said Council execute and do all such further instruments assurances and things for further or more perfectly assuring unto the Commissioner or the said Council (as the case may require) the benefit of the foregoing covenants as by the Commissioner or the said Council (as the case may be) shall be reasonably required and any transfer of the whole or any part of the servient tenement will be made subject to the foregoing covenants.

Dated at Sydney this 19th day of July 1978

For proof of execution...
Where executed in New South Wales...
Where executed in any part of the Commonwealth of Australia...
Where executed in foreign country...
Section 117, Real Property Act, 1900...
May be witnessed by any responsible person not being a party to this dealing.

Signed in my presence by the transferor who is personally known to me

[Signature]

Signature of witness
PATRICK GERARD CALDWELL

Name of witness (BLOCK LETTERS)
Col. Peter, PIERONI

Qualification of witness

J. Boon
Transferor

SIGNED by GEOFFREY CLIFFORD SHELDON
CHIEF LEGAL OFFICER

Signed in my presence by the transferor who is personally known to me DEPARTMENT OF MAIN ROADS in the presence of:

[Signature]

Signature of witness
M. POLLEDGE



Name of witness (BLOCK LETTERS)
309 CASTLEREACH ST. SYDNEY

Address of witness

Accepted and certified correct for the purposes of the Real Property Act, 1900.

G. Sheldon
Transferor

Q 8 2 5 2 6 4 W | G #214

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER <i>Subject to Transfer's Covenant</i>		Lodged by: DEPARTMENT OF MAIN ROADS, 309 CASTLEREAGH STREET, SYDNEY, N.S.W. 2000. Papers Nos. L.496.1327 JRS:MM Phone No. 20933 Ext. 414	
Checked <i>RM</i>	REGISTERED	Documents lodged herewith	
Passed <i>Yzls</i>	<u>11-9-1978</u>	1. <i>CT Prod JF</i>	
Signed <i>RM</i>		2.	
	Registrar General 	3.	
		4.	
		Received Documents	Receiving Clerk

A1

D

AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾
 Authority is hereby given for the use of _____
 lodged
 (insert reference to certificate, grants or dealings)
 in connection with _____ for the
 (insert number of plan or dealing)
 registration of this dealing and for delivery to _____
 (BLOCK LETTERS)
 Signature _____
 Name (BLOCK LETTERS) _____

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant etc.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
 (To be signed at the time of executing the within dealing)
 The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____
 Miscellaneous Register under the authority of which he has just executed the within dealing.
 Signed at _____
 the _____ day of _____ 19 _____
 Signature of attorney _____
 Signature of witness _____

CERTIFICATE OF J.P. &c. TAKING DECLARATION OF ATTESTING WITNESS⁽²⁾
 I certify that _____
 the attesting witness to this dealing, appeared before me at _____
 the _____ day of _____ 19 _____
 and declared that he personally knew _____
 the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____
 is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.
 Signature _____
 Name (BLOCK LETTERS) _____
 Qualification _____

(2) Not required where dealing attested in accordance with note (b); in other cases to be signed by one of the persons referred to in note (b).

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC RADIUS
1	270° 0' 0"	6.789	-
2	270° 0' 0"	4.0	-
3	253° 17' 25"	3.825	-
4	180° 0' 0"	10.8	-
5	83° 06' 42"	14.53	95.365
6	153° 06' 42"	14.53	95.365
7	270° 0' 0"	17.585	-
8	163° 17' 25"	6.175	50.03
9	00° 00' 00"	10.831	111.3
10	00° 00' 00"	10.831	111.3
11	290° 17' 25"	2.825	95.365
12	270° 0' 0"	2.825	95.365
13	253° 17' 25"	3.825	95.365
14	180° 0' 0"	10.8	-
15	83° 06' 42"	14.53	95.365
16	153° 06' 42"	14.53	95.365
17	270° 0' 0"	17.585	-
18	163° 17' 25"	6.175	50.03
19	00° 00' 00"	10.831	111.3
20	00° 00' 00"	10.831	111.3
21	290° 17' 25"	2.825	95.365
22	270° 0' 0"	2.825	95.365
23	253° 17' 25"	3.825	95.365
24	180° 0' 0"	10.8	-
25	83° 06' 42"	14.53	95.365
26	153° 06' 42"	14.53	95.365
27	270° 0' 0"	17.585	-
28	163° 17' 25"	6.175	50.03
29	00° 00' 00"	10.831	111.3
30	00° 00' 00"	10.831	111.3

HEIGHT REFERENCE SCHEDULE

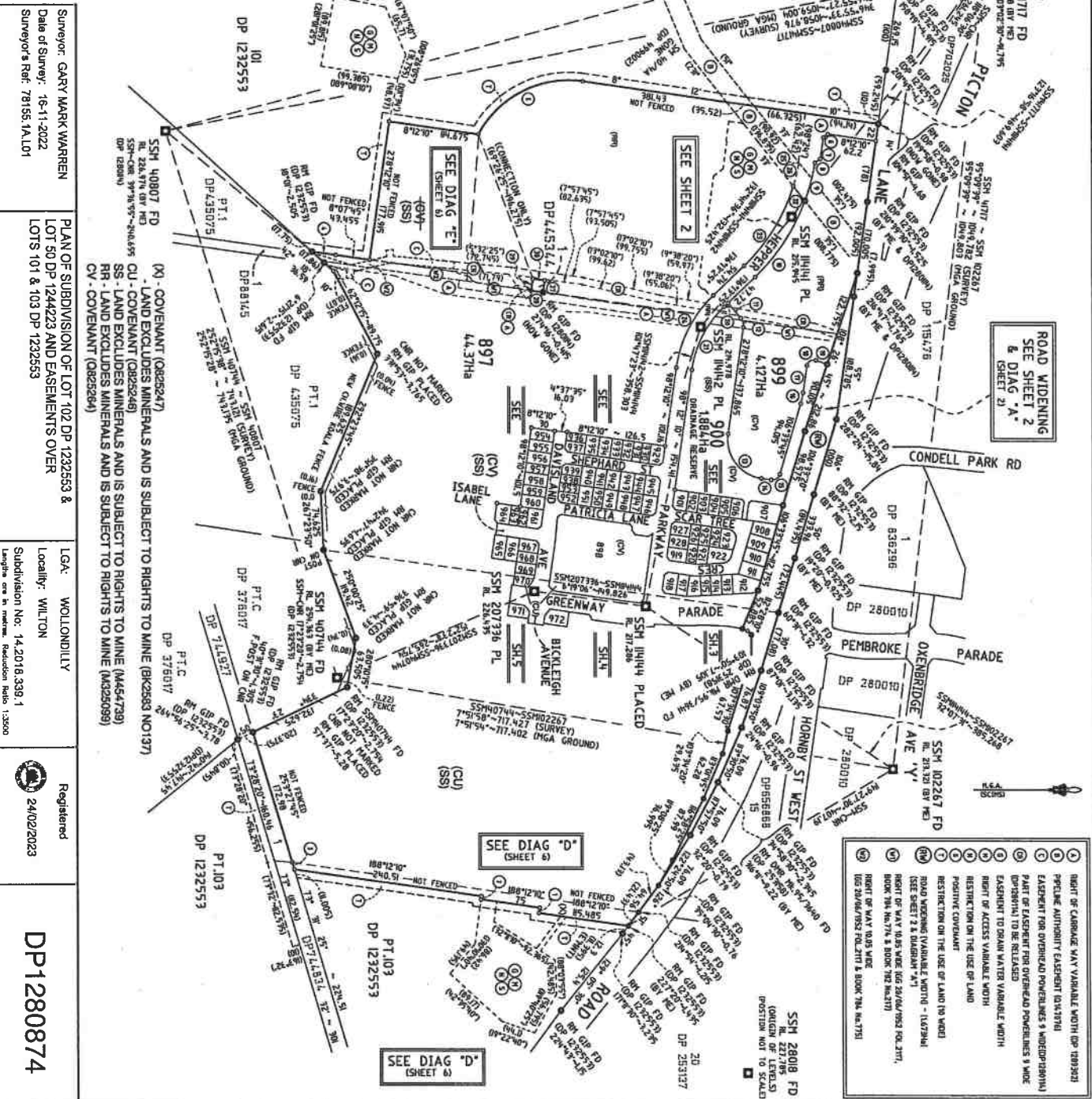
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SSM 4347	SSM 4517	-0.417	TRIGONOMETRIC LEVELLING
SSM 4517	SSM 4687	-0.417	TRIGONOMETRIC LEVELLING
SSM 4687	SSM 4857	-0.417	TRIGONOMETRIC LEVELLING
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SSM 6217	SSM 6387	-0.417	TRIGONOMETRIC LEVELLING
SSM 6387	SSM 6557	-0.417	TRIGONOMETRIC LEVELLING
SSM 6557	SSM 6727	-0.417	TRIGONOMETRIC LEVELLING
SSM 6727	SSM 6897	-0.417	TRIGONOMETRIC LEVELLING
SSM 6897	SSM 7067	-0.417	TRIGONOMETRIC LEVELLING
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SSM 7577	SSM 7747	-0.417	TRIGONOMETRIC LEVELLING
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SSM 7917	SSM 8087	-0.417	TRIGONOMETRIC LEVELLING
SSM 8087	SSM 8257	-0.417	TRIGONOMETRIC LEVELLING
SSM 8257	SSM 8427	-0.417	TRIGONOMETRIC LEVELLING
SSM 8427	SSM 8597	-0.417	TRIGONOMETRIC LEVELLING
SSM 8597	SSM 8767	-0.417	TRIGONOMETRIC LEVELLING
SSM 8767	SSM 8937	-0.417	TRIGONOMETRIC LEVELLING
SSM 8937	SSM 9107	-0.417	TRIGONOMETRIC LEVELLING
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SSM 9277	SSM 9447	-0.417	TRIGONOMETRIC LEVELLING
SSM 9447	SSM 9617	-0.417	TRIGONOMETRIC LEVELLING
SSM 9617	SSM 9787	-0.417	TRIGONOMETRIC LEVELLING
SSM 9787	SSM 9957	-0.417	TRIGONOMETRIC LEVELLING
SSM 9957	SSM 10127	-0.417	TRIGONOMETRIC LEVELLING

HEIGHT REFERENCE SCHEDULE

MARK	AND	CLASS	NO	HEIGHT DATUM	VALUATION	STATE
SSM 2808	221.795	LC	N/A	SCM ADPTD	FOUND	FOUND
SSM 4007	205.378	B	0.03	FRON SCMS	FOUND	FOUND
SSM 4177	205.576	B	0.02	FRON SCMS	FOUND	FOUND
SSM 4347	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 4517	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 4687	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 4857	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 5027	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 5197	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 5367	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 5537	205.378	B	0.02	FRON SCMS	FOUND	FOUND
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SSM 6217	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 6387	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 6557	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 6727	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 6897	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 7067	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 7237	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 7407	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 7577	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 7747	205.378	B	0.02	FRON SCMS	FOUND	FOUND
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SSM 8427	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 8597	205.378	B	0.02	FRON SCMS	FOUND	FOUND
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SSM 9787	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 9957	205.378	B	0.02	FRON SCMS	FOUND	FOUND
SSM 10127	205.378	B	0.02	FRON SCMS	FOUND	FOUND

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 79

MARK	EASTING	NORTHING	CLASS	P.L.	METHOD	STATE
SSM 4074	286 527.20	6 208 754.86	B	0.03	FRON SCMS	FOUND
SSM 4087	285 818.329	6 208 524.378	B	0.02	FRON SCMS	FOUND
SSM 4177	285 576.70	6 208 554.958	B	0.02	FRON SCMS	FOUND
SSM 40287	286 625.393	6 208 464.04	B	0.02	FRON SCMS	FOUND
SSM 2808	287 545.348	6 208 891.722	D	N/A	CAD TRAY	PLACED
SSM 4172	285 556.575	6 209 445.420	D	N/A	CAD TRAY	PLACED
SSM 4142	285 472.352	6 209 298.38	D	N/A	CAD TRAY	PLACED
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SSM 4142	286 120.95	6 209 135.303	D	N/A	CAD TRAY	PLACED
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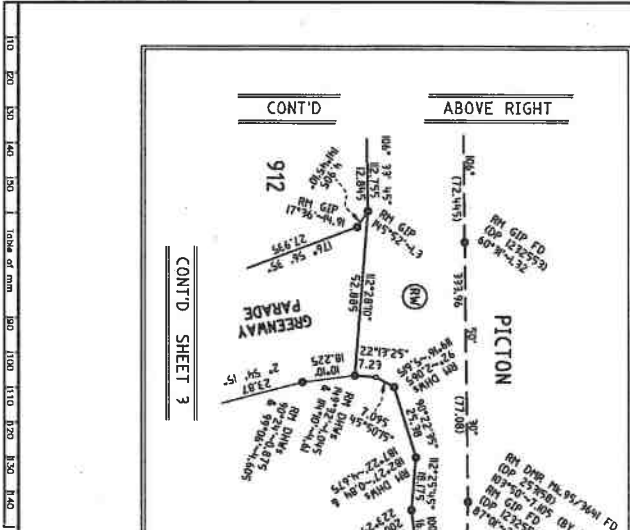
Surveyor: GARY MARK WARREN
 Date of Survey: 16-11-2022
 Surveyor's Ref: 78155.1A.L01

PLAN OF SUBDIVISION OF LOT 102 DP 1232553 &
 LOT 50 DP 1244223 AND EASEMENTS OVER
 LOTS 101 & 103 DP 1232553

LGA: WOLLONDILLY
 Locality: WILTON
 Subdivision No: 14.2018.339.1
 Scale: As in map. Reduction Ratio: 1:500

Registered
 24/02/2023

DP1280874



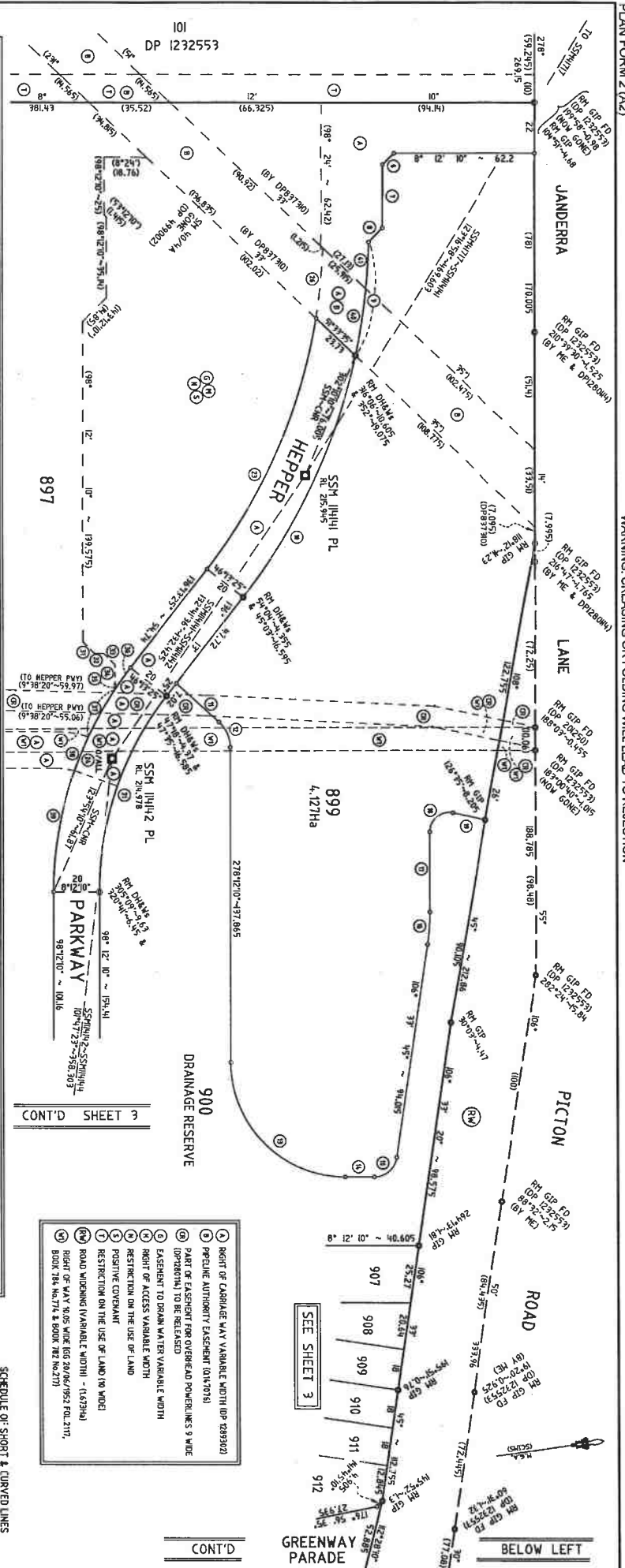
Surveyor: GARY MARK WARREN
 Date of Survey: 16-11-2022
 Surveyor's Ref: 78155, 1ALD1

PLAN OF SUBDIVISION OF LOT 102 DP 1232553 &
 LOT 50 DP 1244223 AND EASEMENTS OVER
 LOTS 101 & 103 DP 1232553

LGA: WOLLONDILLY
 Locality: WILTON
 Subdivision No: 14, 2018, 338, 1
 Length in metres, Reduction Ratio: 1:1200



DP1280874



- ① RIGHT OF CARRIAGE VARY VARIABLE WIDTH (IP 2089302)
- ② PUBLIC AUTHORITY EASEMENT (DA14708)
- ③ PART OF EASEMENT FROM OVERHEAD POWERLINES 9 WIDE (OPENING) TO BE RELEASED
- ④ EASEMENT TO DRAIN WATER VARIABLE WIDTH
- ⑤ RIGHT OF ACCESS VARIABLE WIDTH
- ⑥ RESTRICTION ON THE USE OF LAND
- ⑦ POSITIVE COVENANT
- ⑧ RESTRICTION ON THE USE OF LAND (IN WIDE)
- ⑨ ROAD WORKING VARIABLE WIDTH - (1.62734)
- ⑩ RIGHT OF WAY 7.05 WIDE (GG 2006/1952 FOL 211, BOX 784, LOTS 7 & BOX 782 NO 211)

SCHEDULE OF SHORT & CURVED LINES

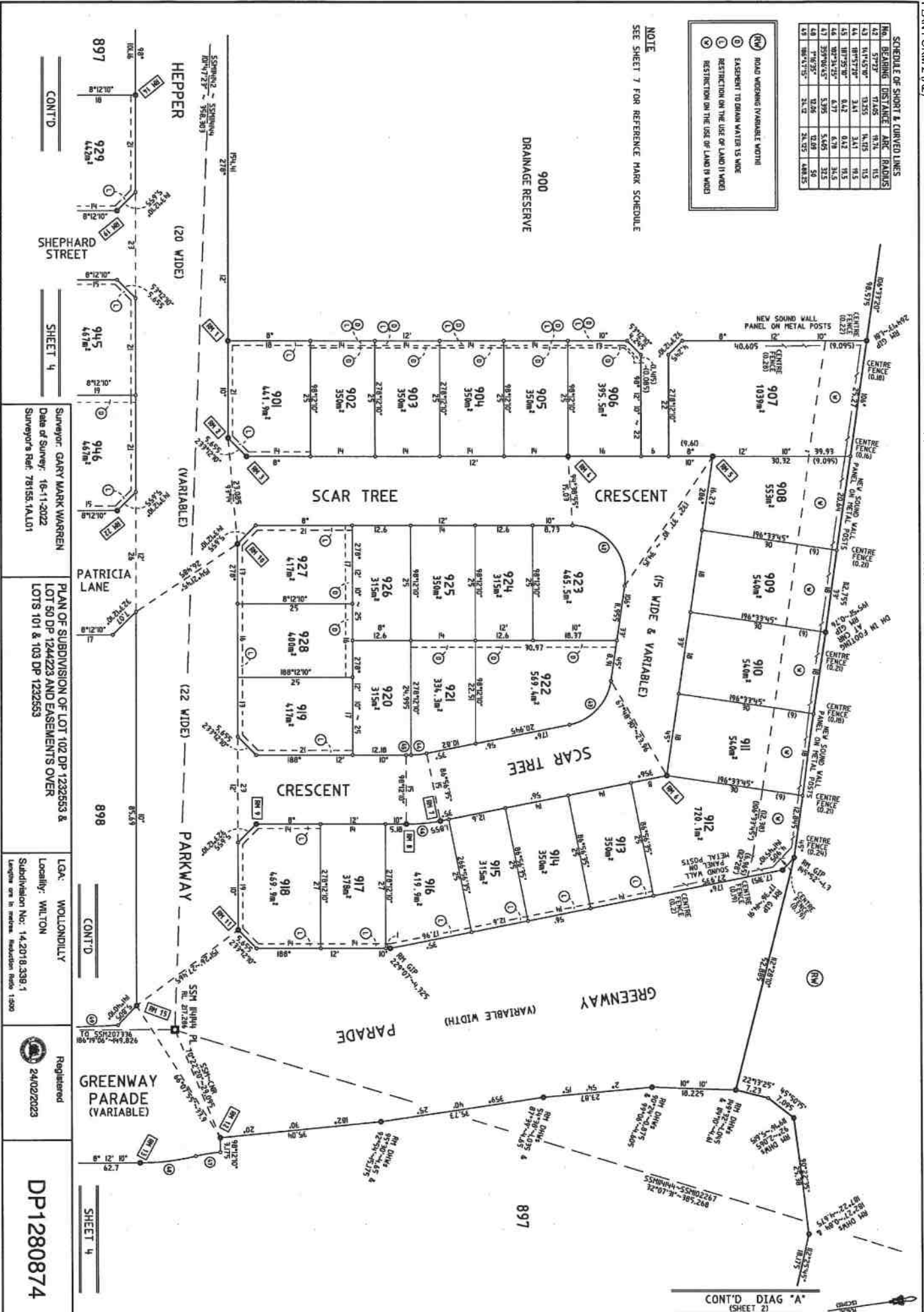
NO.	BEARING	DISTANCE	ARC RADIUS
6	64.3°05'	1.06	-
7	278°24'	21.55	-
8	64.3°05'	4.375	-
9	106.53°28'	4.935	50.3
10	123°07'25"	16.31	117.3
11	239°21'50"	25.15	-
12	74.17°00"	12.85	12.525
13	233°17'00"	10.21	78.54
14	8°12'00"	12.05	-
15	14.7°23'	9.075	14.225
16	102°23'	4.215	14.225
17	278°24'	35.16	-
18	328°54'05"	15.055	8.5
19	159°40'20"	5.26	-
20	287°04'52"	9.257	19.55
21	127°51'42"	19.31	120.57
22	171°12'45"	108.84	155.5
23	127°51'42"	19.31	120.57
24	109°14'25"	130.839	130.839
25	127°51'42"	19.31	120.57
26	109°14'25"	130.839	130.839
27	127°51'42"	19.31	120.57
28	109°14'25"	130.839	130.839
29	127°51'42"	19.31	120.57
30	109°14'25"	130.839	130.839
31	127°51'42"	19.31	120.57
32	109°14'25"	130.839	130.839
33	127°51'42"	19.31	120.57
34	109°14'25"	130.839	130.839
35	127°51'42"	19.31	120.57
36	109°14'25"	130.839	130.839
37	127°51'42"	19.31	120.57
38	109°14'25"	130.839	130.839
39	127°51'42"	19.31	120.57
40	109°14'25"	130.839	130.839
41	127°51'42"	19.31	120.57

CONT'D

SCHEDULE OF SHORT & CURVED LINES

NO.	BEARING	DISTANCE	ARC	RADIUS
1	37° 28'	7.165	7.174	115
2	141° 57'	13.555	14.125	115
3	141° 57'	3.41	3.41	115
4	107° 57'	0.42	0.42	115
5	107° 57'	0.42	0.42	115
6	107° 57'	0.42	0.42	115
7	357° 04'	5.295	5.605	25
8	170° 35'	2.405	2.405	25
9	170° 35'	2.405	2.405	25
10	170° 35'	2.405	2.405	25

- NOTE**
 SEE SHEET 7 FOR REFERENCE MARK SCHEDULE
- (RM) ROAD WEARING VARIABLE WIDTH
 - (D) EASEMENT TO DRAIN WATER IS WIDE
 - (R) RESTRICTION ON THE USE OF LAND (1 WIDE)
 - (V) RESTRICTION ON THE USE OF LAND (9 WIDE)



CONT'D
 SHEET 4
 SHEET 4
 SHEET 4
 SHEET 4

PLAN OF SUBDIVISION OF LOT 102 DP 1232553 & LOT 50 DP 1244223 AND EASEMENTS OVER LOTS 101 & 103 DP 1232553

Surveymor: GARY MARK WARREN
 Date of Survey: 16-11-2022
 Surveymor's Ref: 78155, 1A.L01

LGA: WOLLONDLILLY
 Locality: WILTON
 Subdivision No: 14.2018.338.1
 Lengths are in metres. Reduction Ratio: 1:200

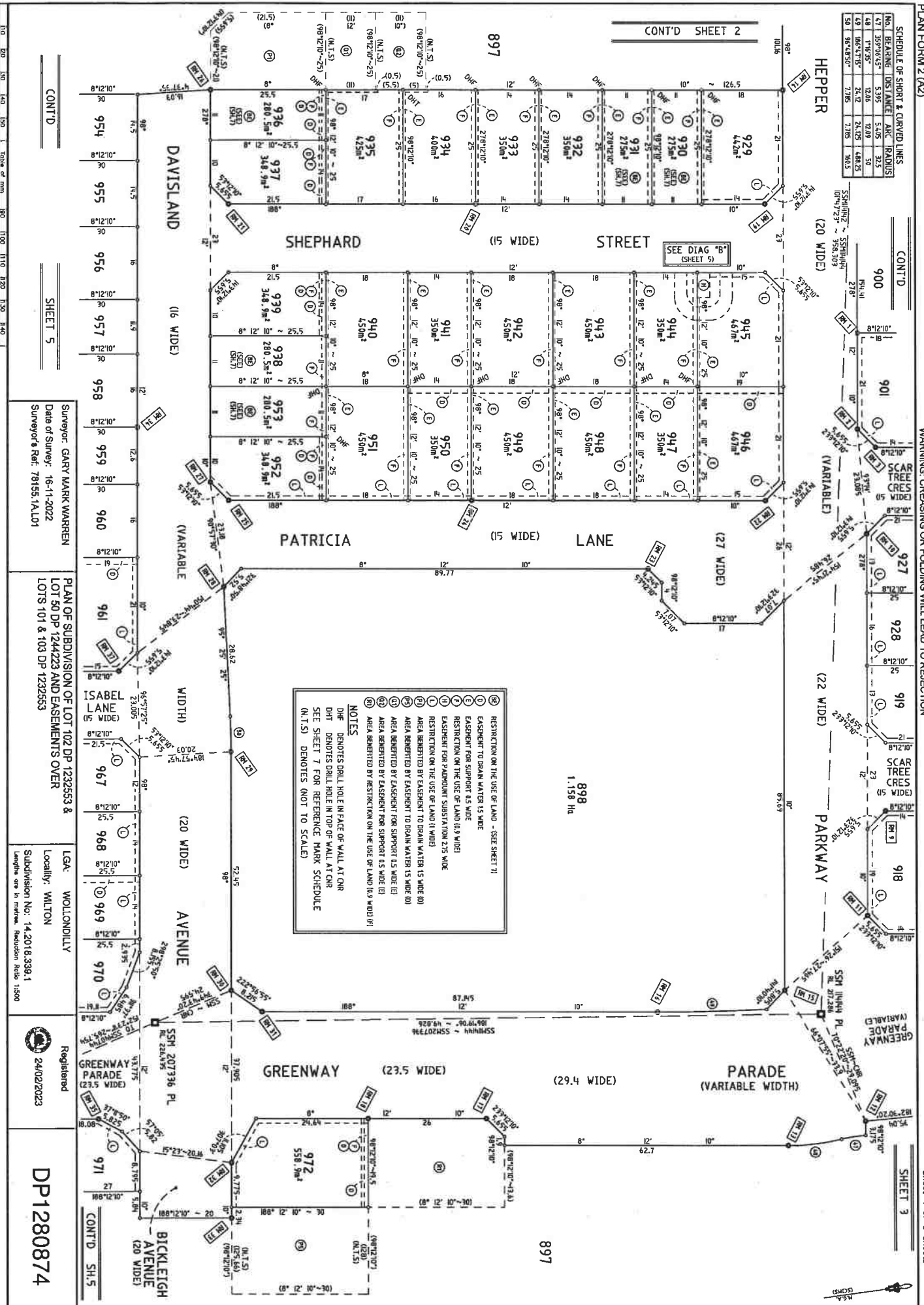
Registered 24/02/2023
 DP1280874
 SHEET 4

110 120 130 140 150 160 170 180 190 200 210 220 230 240

110 120 130 140 150 160 170 180 190 200 210 220 230 240

SCHEDULE OF SHORT & CURVED LINES

NO.	BEARING	DISTANCE	ARC RADIUS
47	S59°06'45"	5.395	5.405
48	T4°38'35"	12.6	12.0
49	S64°47'15"	24.12	24.25
50	S1°4'30"	7.785	7.785



NOTES

- (DH) DENOTES DRILL HOLE IN FACE OF WALL AT CUR
- (DHT) DENOTES DRILL HOLE IN TOP OF WALL AT CUR
- (SEE SHEET 7 FOR REFERENCE MARK SCHEDULE (N.T.S)) DENOTES (NOT TO SCALE)
- (R) RESTRICTION ON THE USE OF LAND - (SEE SHEET 7)
- (E) EASEMENT TO DRAIN WATER 15 WIDE
- (P) EASEMENT FOR SUPPORT 0.5 WIDE
- (R) RESTRICTION ON THE USE OF LAND (0.9 WIDE)
- (P) EASEMENT FOR PADMOUNT SUBSTATION 275 WIDE
- (R) RESTRICTION ON THE USE OF LAND (1 WIDE)
- (A) AREA BENEFITED BY EASEMENT TO DRAIN WATER 15 WIDE (D)
- (A) AREA BENEFITED BY EASEMENT FOR SUPPORT 0.5 WIDE (E)
- (A) AREA BENEFITED BY EASEMENT FOR SUPPORT 0.5 WIDE (E)
- (A) AREA BENEFITED BY RESTRICTION ON THE USE OF LAND (0.9 WIDE) (R)

CONT'D SHEET 2

CONT'D

CONT'D

SHEET 5

Surveyor: GARY MARK WARREN
 Date of Survey: 16-11-2022
 Surveyor's Ref: 78155.1A.L01

PLAN OF SUBDIVISION OF LOT 102 DP 1232553 &
 LOT 50 DP 1244223 AND EASEMENTS OVER
 LOTS 101 & 103 DP 1232553

LGA: WOLLONDLILLY
 Locality: WILTON
 Subdivision No: 14.2018.339.1
 Lampfile: see in review, Reduction: Date: 15/00

Registered
 24/02/2023

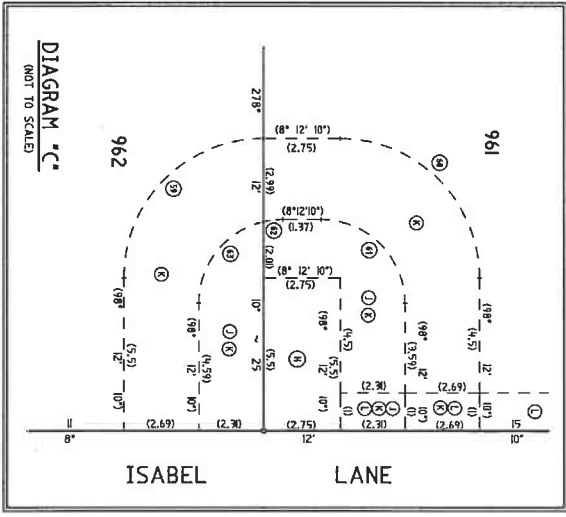
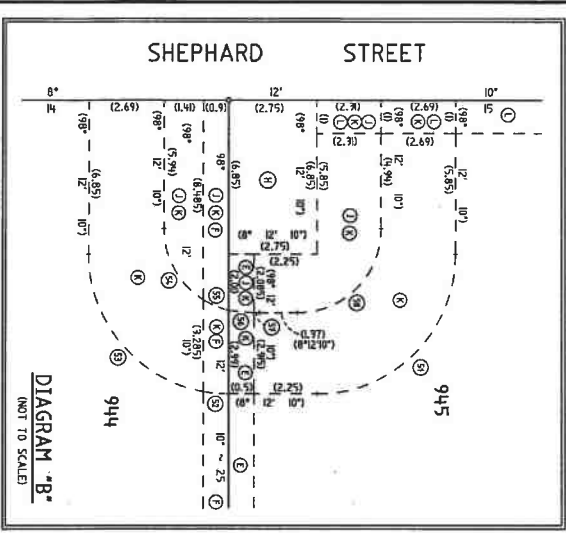
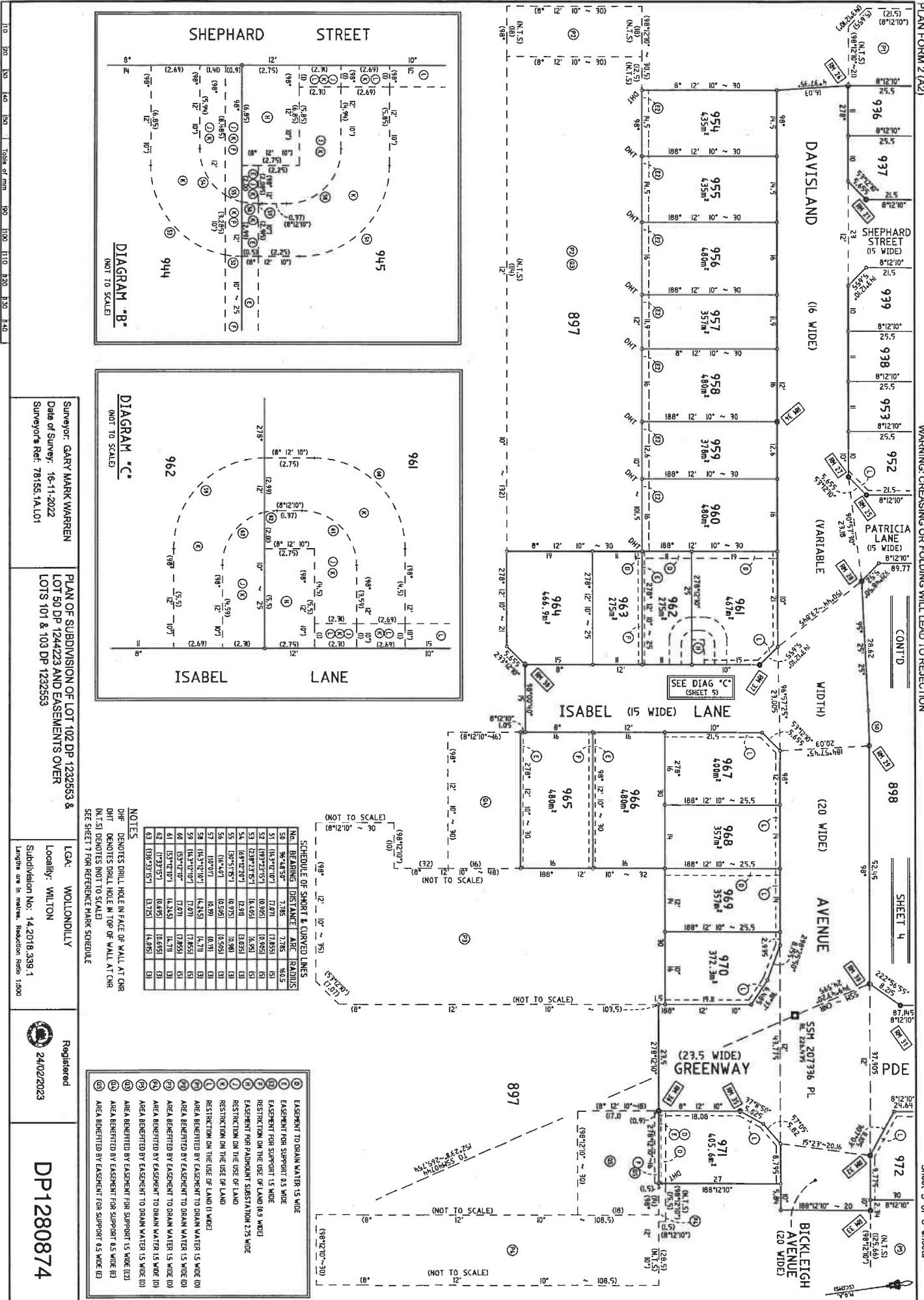
DP1280874

10 50 100 150 200 250 300 350 400 450 500 550 600 650 700 750 800 850 900 950 1000

Scale of mm 1:500

Scale of mm 1:500

Scale of mm 1:500



SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC RADIUS
50	96°48'58"	7.785	7.785
51	161°17'07"	1.781	1.781
52	109°27'51"	0.925	0.925
53	123°27'51"	0.625	0.625
54	168°12'28"	12.91	13.053
55	130°51'57"	0.725	0.725
56	168°43'1	0.725	0.725
57	170°0'17"	0.725	0.725
58	161°17'07"	1.781	1.781
59	161°17'07"	1.781	1.781
60	153°12'10"	1.231	1.231
61	153°12'10"	1.231	1.231
62	173°31'57"	0.825	0.825
63	108°32'51"	1.375	1.375

- NOTES
- (1) DHE DENOTES DRILL HOLE IN FACE OF WALL AT OR NEAR TOP OF WALL
 - (2) DHT DENOTES DRILL HOLE IN TOP OF WALL AT OR NEAR TOP OF WALL
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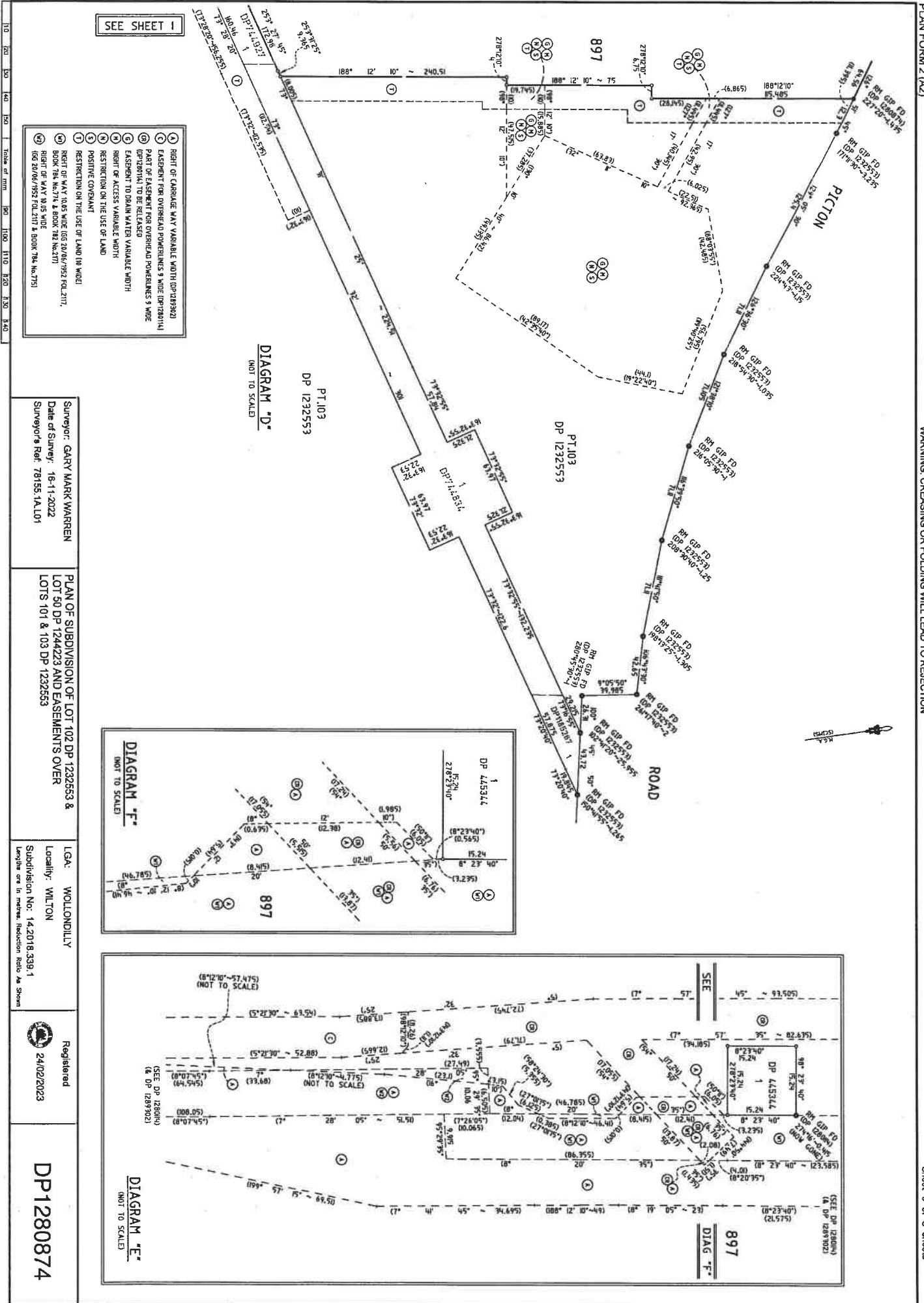
Surveyor: GARY MARK WARREN
 Date of Survey: 16-11-2022
 Surveyor's Ref: 78155.1A.L01

PLAN OF SUBDIVISION OF LOT 102 DP 1232553 &
 LOT 50 DP 1244223 AND EASEMENTS OVER
 LOTS 101 & 103 DP 1232553

LSA: WOLLONDILLY
 Locality: MILTON
 Subdivision No: 14.2018.399.1
 Lengths are in metres. Reduction Ratio: 1:500

Registered
 24/02/2023

DP1280874

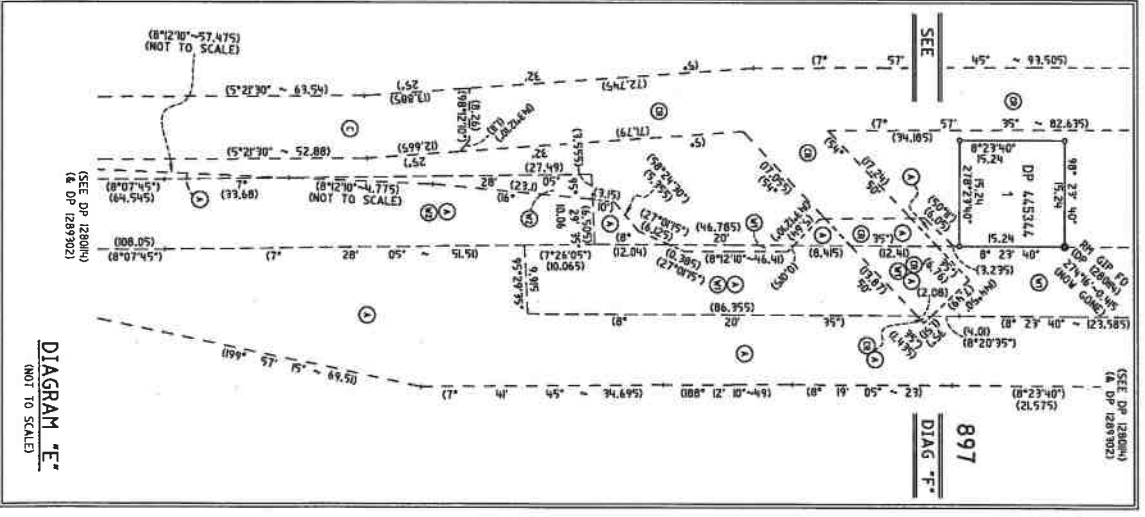
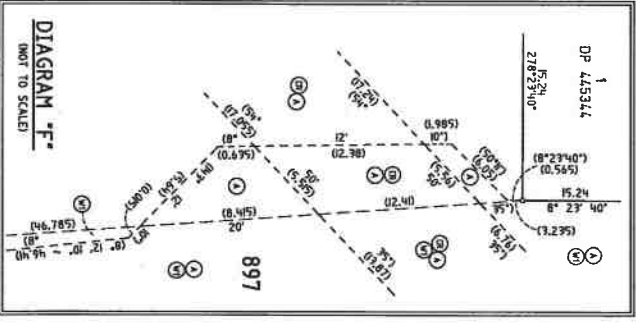


SEE SHEET 1

- 1 RIGHT OF GARAGE WAY VARIABLE WIDTH (DP148902)
- 2 EASEMENT FOR OVERHEAD POWERLINES 9 WIDE (DP1280114)
- 3 PART OF EASEMENT FOR OVERHEAD POWERLINES 9 WIDE (DP1280114)
- 4 EASEMENT TO BE RELEASED
- 5 EASEMENT TO DRAIN WATER VARIABLE WIDTH
- 6 RIGHT OF ACCESS VARIABLE WIDTH
- 7 RESTRICTION ON THE USE OF LAND
- 8 RESTRICTION ON THE USE OF LAND (80 WIDE)
- 9 RIGHT OF WAY 10.65 WIDE (GG 20/06/1952 PCL 2111, BOOK 784 No.716 & BOOK 782 No.271)
- 10 RIGHT OF WAY 10.5 WIDE
- 11 RIGHT OF WAY 10.52 WIDE (PCL 2111 & BOOK 784 No.715)

DIAGRAM "D"
(NOT TO SCALE)

PT.103
DP 1232553



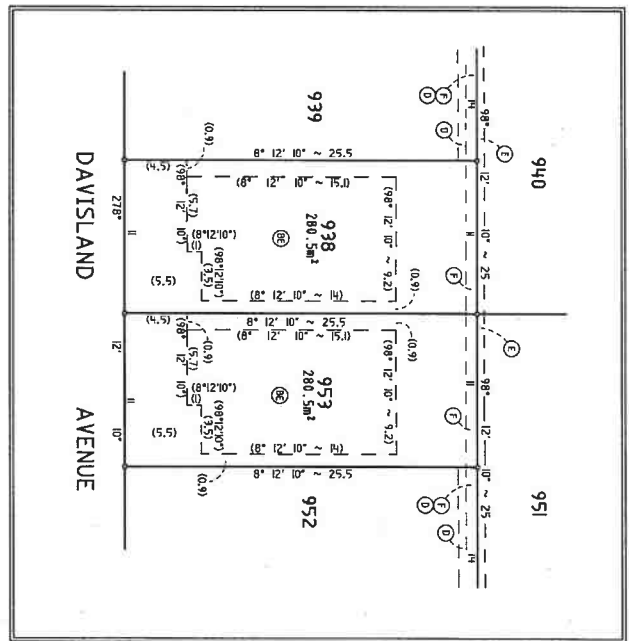
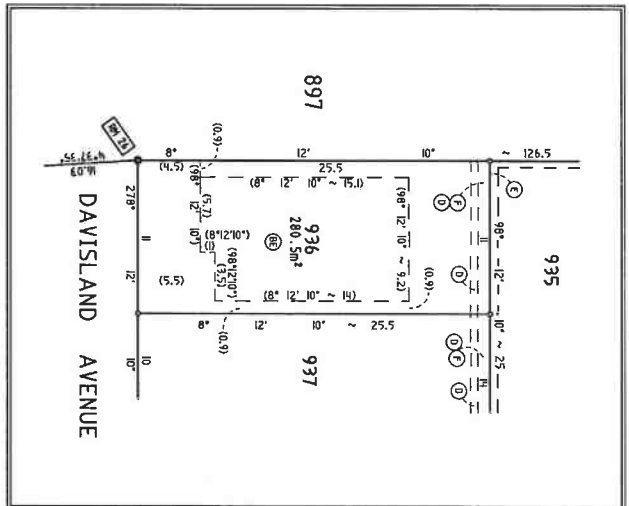
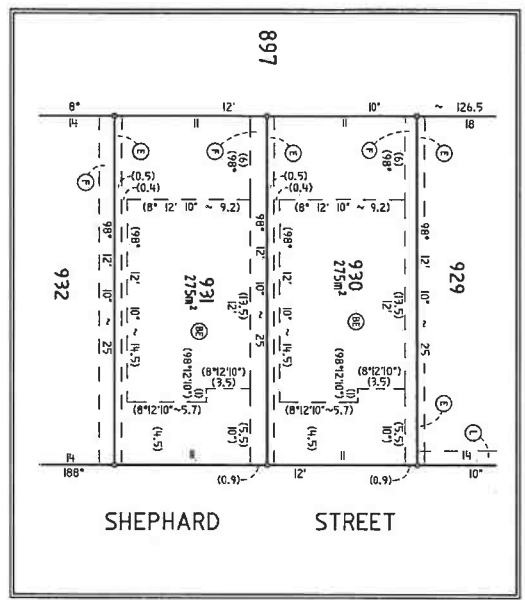
Surveyor: GARY MARK WARREN
 Date of Survey: 18-11-2022
 Surveyor's Ref: 78155-1A.L01

PLAN OF SUBDIVISION OF LOT 102 DP 1232553 &
 LOT 50 DP 1244223 AND EASEMENTS OVER
 LOTS 101 & 103 DP 1232553

LGA: WOLLONDLILLY
 Locality: WILTON
 Subdivision No: 14,2018,339-1
 Lengths are in meters. Reduction Ratio as Shown

Registered
 24/02/2023

DP1280874



- (R) RESTRICTION ON THE USE OF LAND
- (E) EASEMENT TO DRAIN WATER IS WIDE
- (A) EASEMENT FOR SUPPORT 0.5 WIDE
- (L) RESTRICTION ON THE USE OF LAND (0.5 WIDE)
- (1) RESTRICTION ON THE USE OF LAND (1 WIDE)

BUILDING ENVELOPE RESTRICTION DIAGRAMS

REFERENCE MARK SCHEDULE

No.	BEARING	DISTANCE	MARK	ORIGIN
1	358°57'	4.42	DHW	PLACED
2	32°01'	6.85	DHW	PLACED
3	15°02'	16.695	DHW	PLACED
4	262°59'	3.555	DHW	PLACED
5	273°51'	11.52	DHW	PLACED
6	283°19'	3.42	DHW	PLACED
7	285°42'	11.505	DHW	PLACED
8	17°30'	11.92	DHW	PLACED
9	320°17'	17.93	DHW	PLACED
10	32°29'	8.59	DHW	PLACED
11	4°31'0"	10.05	DHW	PLACED
12	94°16'	14.35	DHW	PLACED
13	90°72'	11.51	DHW	PLACED
14	114°46'	3.6	DHW	PLACED
15	98°10'	11.49	DHW	PLACED
16	98°42'	3.315	DHW	PLACED
17	98°59'	11.5	DHW	PLACED
18	6°09'	18.585	DHW	PLACED
19	321°53'	9.18	DHW	PLACED
20	344°29'	17.86	DHW	PLACED
21	63°16'	6.27	DHW	PLACED
22	74°44'	12.23	DHW	PLACED
23	95°38'	10.2	DHW	PLACED
24	90°14'	18.08	DHW	PLACED

REFERENCE MARK SCHEDULE

No.	BEARING	DISTANCE	MARK	ORIGIN
14	177°57'	3.41	DHW	PLACED
15	191°51'	4.71	DHW	PLACED
16	163°11'	7.995	DHW	PLACED
17	271°56'	3.87	DHW	PLACED
18	279°57'	9.985	DHW	PLACED
19	92°55'	5.695	DHW	PLACED
20	97°27'	17.825	DHW	PLACED
21	98°19'	5.63	DHW	PLACED
22	283°45'	11.68	DHW	PLACED
23	290°22'	3.3	DHW	PLACED
24	283°09'	11.69	DHW	PLACED
25	285°44'	3.74	DHW	PLACED
26	272°05'	11.695	DHW	PLACED
27	308°46'	6.695	DHW	PLACED
28	279°09'	10.03	DHW	PLACED
29	80°02'	2.55	DHW	PLACED
30	92°42'	11.645	DHW	PLACED
31	274°02'	3.37	DHW	PLACED
32	280°15'	11.585	DHW	PLACED
33	263°51'	4.055	DHW	PLACED
34	287°36'	11.715	DHW	PLACED
35	5°17'	4.38	DHW	PLACED
36	8°36'	12.51	DHW	PLACED

REFERENCE MARK SCHEDULE

No.	BEARING	DISTANCE	MARK	ORIGIN
27	272°0'	4.655	DHW	PLACED
28	10°15'	12.56	DHW	PLACED
29	352°46'	4.51	DHW	PLACED
30	6°43'	15.46	DHW	PLACED
31	57°06'	6.88	DHW	PLACED
32	5°39'	16.62	DHW	PLACED
33	67°09'	8.53	DHW	PLACED
34	0°27'	9.3	DHW	PLACED
35	282°41'	9.675	DHW	PLACED
36	262°39'	11.27	DHW	PLACED
37	16°43'	7.4	DHW	PLACED
38	285°46'	6.98	DHW	PLACED
39	122°52'	16.61	DHW	PLACED
40	159°28'	3.84	DHW	PLACED
41	66°37'	6.975	DHW	PLACED
42	110°11'	9.885	DHW	PLACED
43	110°14'	5.13	DHW	PLACED
44	101°08'	17.815	DHW	PLACED
45	288°25'	3.365	DHW	PLACED
46	277°58'	11.51	DHW	PLACED
47	267°40'	3.37	DHW	PLACED
48	279°44'	11.59	DHW	PLACED

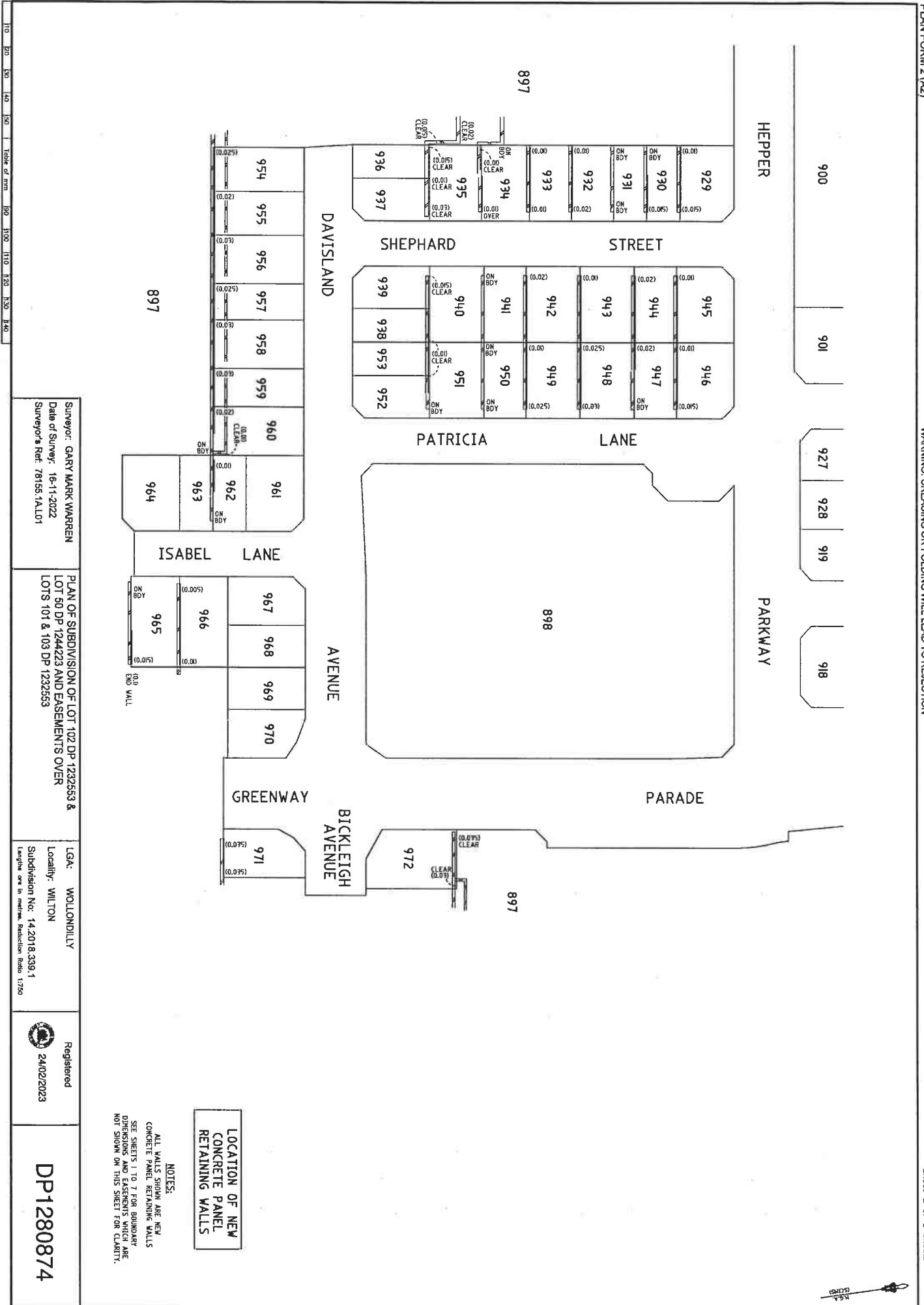
Surveyor: GARY MARK WARREN
 Date of Survey: 16-11-2022
 Surveyor's Ref: 76155-1A.L01

PLAN OF SUBDIVISION OF LOT 102 DP 1232553 &
 LOT 50 DP 1244223 AND EASEMENTS OVER
 LOTS 101 & 103 DP 1232553

LGA: WOLLONDILLY
 Locality: WILTON
 Subdivision No: 14.2018.339.1
 Lang: 1 on 1 in metric Reduction Ratio 1:250

Registered
 24/02/2023
 DP1280874

10 20 30 40 50 60 70 80 90 100 110 120 130 140



LOCATION OF NEW
 CONCRETE PANEL
 RETAINING WALLS

NOTES:
 ALL WALLS SHOWN ARE NEW
 CONCRETE PANEL RETAINING WALLS
 SEE SHEETS 1 TO 7 FOR BOUNDARY
 DIMENSIONS AND EASEMENTS WHICH ARE
 NOT SHOWN ON THIS SHEET FOR CLARITY.


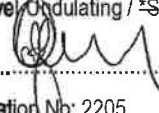

Surveyor: GARY MARK WARREN
 Date of Survey: 16-11-2022
 Surveyor's Ref: 78155-1A.L01

PLAN OF SUBDIVISION OF LOT 102 DP 1232553 &
 LOT 50 DP 1244223 AND EASEMENTS OVER
 LOTS 101 & 103 DP 1232553


LGA: WOLLONDILLY
 Locality: WILTON
 Subdivision No: 14.2018.339.1
 Length of in meters Reduction Ratio 1:250

Registered
 24/02/2023

DP1280874

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
Registered:  24/02/2023 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1280874</h1> Office Use Only	
PLAN OF SUBDIVISION OF LOT 102 DP1232553 & LOT 50 DP1244223 AND EASEMENTS OVER LOTS 101 & 103 DP1232553	LGA: WOLLONDILLY Locality: WILTON Parish: WILTON County: CAMDEN	
<p style="text-align: center;">Survey Certificate</p> I, GARY MARK WARREN Of SMEC AUSTRALIA PTY LTD. Level 2, 6-8 Regent Street, Wollongong NSW 2500 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 16 th November 2022 , or *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: "X" - "Y" Type: *Urban/*Rural The terrain is *Level/Ondulating / *Steep-Mountainous. Signature:  Dated: 20-01-2023 Surveyor Identification Np: 2205 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. DP 201250 DP 1232553 DP 499002 DP 1244223 DP 702025 DP 1280114 DP 837310 DP 1289302	<p style="text-align: center;">Subdivision Certificate</p> I, Aimee Lee *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Electronic signature of me, Aimee Lee, Team Leader, Development Assessment Accreditation number: affixed by me, or at my direction, on 21 February 2023 at 12:35pm. Consent Authority: Wollondilly Shire Council Date of endorsement: 21 February 2023 Subdivision Certificate number: 14.2018.339.1 File number: DD010.2018.00000339.001 *Strike through if inapplicable.	
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. <p style="text-align: center;">SEE SHEET 2</p>	Surveyor's Reference: 78155.1A.L01 Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 6 sheet(s)

Registered:  24/02/2023 Office Use Only

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DP1280874

PLAN OF SUBDIVISION OF LOT 102 DP1232553
& LOT 50 DP1244223 AND EASEMENTS OVER
LOTS 101 & 103 DP1232553

Subdivision Certificate number: 14.2018.339.1
Date of Endorsement: 21 February 2023

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

IT IS INTENDED TO DEDICATE THE WIDENING OF PICTON ROAD TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO RIGHTS OF WAY 10.05 WIDE CREATED BY GOV.GAZ 20/06/1952 FOL.2117, BOOK 784 No.774 & BOOK 782 No.217.

IT IS INTENDED TO DEDICATE HEPPER PARKWAY TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH CREATED BY DP1289302 AND RIGHTS OF WAY 10.05 WIDE CREATED BY GOV.GAZ 20/06/1952 FOL.2117, BOOK 784 No.774 & BOOK 782 No.217.

IT IS INTENDED TO DEDICATE SCAR TREE CRESCENT, GREENWAY PARADE, SHEPHARD STREET, PATRICIA LANE, DAVISLAND AVENUE, BICKLEIGH AVENUE & ISABEL LANE TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 900 TO THE PUBLIC AS A DRAINAGE RESERVE SUBJECT TO RIGHTS OF WAY 10.05 WIDE CREATED BY GOV.GAZ 20/06/1952 FOL.2117, BOOK 784 No.774 & BOOK 782 No.217.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED

IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE (D)
2. EASEMENT FOR SUPPORT 0.5 WIDE (E)
3. RESTRICTION ON THE USE OF LAND (F)
4. EASEMENT TO DRAIN WATER VARIABLE WIDTH (G)
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (H)
6. RESTRICTION ON THE USE OF LAND (J)
7. RESTRICTION ON THE USE OF LAND (K)
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND (BE)
10. RESTRICTION ON THE USE OF LAND (N)
11. POSITIVE COVENANT (S)
12. POSITIVE COVENANT
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND (L)
16. RESTRICTION ON THE USE OF LAND
17. RIGHT OF ACCESS VARIABLE WIDTH (M)
18. RESTRICTION ON THE USE OF LAND (T)
19. RESTRICTION ON THE USE OF LAND (W)
20. EASEMENT FOR SUPPORT 1.5 WIDE (E2)

IT IS INTENDED TO RELEASE:


1. PART OF EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (DP1280114) DENOTED (CR)

Consent Authority: Wollondilly Shire Council
File Number: DA/010.2018.339.001

If space is insufficient use additional annexure sheet

Surveyor's Reference: 78155.1A.L01

PLAN FORM 6A (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 6 sheet(s)

Registered:  24/02/2023 Office Use Only

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DP1280874

**PLAN OF SUBDIVISION OF LOT 102 DP1232553
 & LOT 50 DP1244223 AND EASEMENTS OVER
 LOTS 101 & 103 DP1232553**

Subdivision Certificate number: 14.2018.339.1
 Date of Endorsement: 21 February 2023

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
897	N/A	N/A	N/A	N/A	WILTON
898	20		GREENWAY	PARADE	WILTON
899	40		HEPPER	PARKWAY	WILTON
900	20		HEPPER	PARKWAY	WILTON
901	1		SCAR TREE	CRESCENT	WILTON
902	3		SCAR TREE	CRESCENT	WILTON
903	5		SCAR TREE	CRESCENT	WILTON
904	7		SCAR TREE	CRESCENT	WILTON
905	9		SCAR TREE	CRESCENT	WILTON
906	11		SCAR TREE	CRESCENT	WILTON
907	15		SCAR TREE	CRESCENT	WILTON
908	17		SCAR TREE	CRESCENT	WILTON
909	19		SCAR TREE	CRESCENT	WILTON
910	21		SCAR TREE	CRESCENT	WILTON
911	23		SCAR TREE	CRESCENT	WILTON
912	25		SCAR TREE	CRESCENT	WILTON
913	27		SCAR TREE	CRESCENT	WILTON
914	29		SCAR TREE	CRESCENT	WILTON
915	31		SCAR TREE	CRESCENT	WILTON
916	33		SCAR TREE	CRESCENT	WILTON
917	35		SCAR TREE	CRESCENT	WILTON
918	37		SCAR TREE	CRESCENT	WILTON
919	4		HEPPER	PARKWAY	WILTON
920	16		SCAR TREE	CRESCENT	WILTON
921	14		SCAR TREE	CRESCENT	WILTON
922	12		SCAR TREE	CRESCENT	WILTON
923	10		SCAR TREE	CRESCENT	WILTON
924	8		SCAR TREE	CRESCENT	WILTON
925	6		SCAR TREE	CRESCENT	WILTON
926	4		SCAR TREE	CRESCENT	WILTON

Consent Authority: Wollondilly Shire Council
 File Number: DA/010.2018.339.001

If space is insufficient use additional annexure sheet

Surveyor's Reference: 78155.1A.L01

PLAN FORM 6A (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 6 sheet(s)

Registered:  24/02/2023 Office Use Only

Office Use Only

DP1280874

**PLAN OF SUBDIVISION OF LOT 102 DP1232553
 & LOT 50 DP1244223 AND EASEMENTS OVER
 LOTS 101 & 103 DP1232553**

Subdivision Certificate number: 14.2018.339.1
 Date of Endorsement: 21 February 2023

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
927	8		HEPPER	PARKWAY	WILTON
928	6		HEPPER	PARKWAY	WILTON
929	15		SHEPHARD	STREET	WILTON
930	13		SHEPHARD	STREET	WILTON
931	11		SHEPHARD	STREET	WILTON
932	9		SHEPHARD	STREET	WILTON
933	7		SHEPHARD	STREET	WILTON
934	5		SHEPHARD	STREET	WILTON
935	3		SHEPHARD	STREET	WILTON
936	30		DAVISLAND	AVENUE	WILTON
937	1		SHEPHARD	STREET	WILTON
938	24		DAVISLAND	AVENUE	WILTON
939	2		SHEPHARD	STREET	WILTON
940	4		SHEPHARD	STREET	WILTON
941	6		SHEPHARD	STREET	WILTON
942	8		SHEPHARD	STREET	WILTON
943	10		SHEPHARD	STREET	WILTON
944	12		SHEPHARD	STREET	WILTON
945	11		HEPPER	PARKWAY	WILTON
946	13		PATRICIA	LANE	WILTON
947	11		PATRICIA	LANE	WILTON
948	9		PATRICIA	LANE	WILTON
949	7		PATRICIA	LANE	WILTON
950	5		PATRICIA	LANE	WILTON
951	3		PATRICIA	LANE	WILTON
952	1		PATRICIA	LANE	WILTON
953	22		DAVISLAND	AVENUE	WILTON
954	23		DAVISLAND	AVENUE	WILTON
955	21		DAVISLAND	AVENUE	WILTON
956	19		DAVISLAND	AVENUE	WILTON
957	17		DAVISLAND	AVENUE	WILTON

Consent Authority: Wollondilly Shire Council
 File Number: DA/010.2018.339.001

If space is insufficient use additional annexure sheet

Surveyor's Reference: 78155.1A.L01

PLAN FORM 6A (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 6 sheet(s)

Registered:  24/02/2023 Office Use Only

Office Use Only

DP1280874

**PLAN OF SUBDIVISION OF LOT 102 DP1232553
 & LOT 50 DP1244223 AND EASEMENTS OVER
 LOTS 101 & 103 DP1232553**

Subdivision Certificate number: 14.2018.339.1
 Date of Endorsement: 21 February 2023






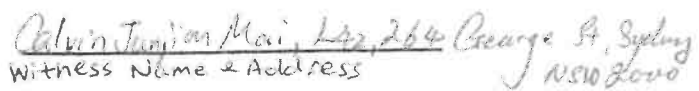
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
958	15		DAVISLAND	AVENUE	WILTON
959	13		DAVISLAND	AVENUE	WILTON
960	11		DAVISLAND	AVENUE	WILTON
961	2		ISABEL	LANE	WILTON
962	4		ISABEL	LANE	WILTON
963	6		ISABEL	LANE	WILTON
964	8		ISABEL	LANE	WILTON
965	5		ISABEL	LANE	WILTON
966	3		ISABEL	LANE	WILTON
967	1		ISABEL	LANE	WILTON
968	5		DAVISLAND	AVENUE	WILTON
969	3		DAVISLAND	AVENUE	WILTON
970	16		GREENWAY	PARADE	WILTON
971	17		GREENWAY	PARADE	WILTON
972	15		GREENWAY	PARADE	WILTON

Consent Authority: *Wollondilly Shire Council*
 File Number: *DA/010.2018.339.001*

If space is insufficient use additional annexure sheet

Surveyor's Reference: 78155.1A.L01

PLAN FORM 6A (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 6 sheet(s)
Registered:  24/02/2023	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 102 DP1232553 & LOT 50 DP1244223 AND EASEMENTS OVER LOTS 101 & 103 DP1232553		DP1280874
Subdivision Certificate number: 14.2018.339.1 Date of Endorsement: 21 February 2023		
This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets		
Execution by Registered Proprietor – Lots 101, 102 & 103 DP1232553 and Lot 50 DP1244223		
EXECUTED by: COUNTRY GARDEN WILTON EAST PTY LTD ABN 31 617 312 334 in accordance with Section 127(1) of the Corporations Act 2001 in the presence of		
 Director Guotao Hu Name (BLOCK LETTERS)	 Director/Secretary YI BIAN Name (BLOCK LETTERS)	
Execution by Mortgagee under Mortgage numbered AS756377: Golden Strait Development VI Limited by its attorney under Power of Attorney dated 23 January 2023 Registered Book 4807 No 921		
 Witness signature	 Signature of Attorney	
 Witness Name & Address	Zina Edwards Name of Attorney	
Consent Authority: Wollondilly Shire Council File Number: DA/010.2018.339.001		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 78155.1A.L01		

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 19 sheets)

Plan: **DP1280874**

Plan of Subdivision of Lot 102 DP1232553 &
 Lot 50 DP1244223 and Easements over Lots
 101 & 103 DP1232553
 covered by Subdivision Certificate No. 14.2018.339.1


Dated 17 February 2023

**Full name and address of
 the owner of the land:**

Country Garden Wilton East Pty Ltd
 ABN 31 617 612 334
 Suite 7.02, Level 7
 207 Kent Street
 Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (D)	902 903 904 905 906 921 922 927 928 936 937 939 946 947 948 949 950 952 961 962	901 901 & 902 901 to 903 Inclusive 901 to 904 Inclusive 901 to 905 Inclusive 920 920 & 921 919 & 928 919 Part Lot 897 Designated "P1" 936 & Part Lot 897 Designated "P1" 938 947 to 951 Inclusive 948 to 951 Inclusive 949 to 951 Inclusive 950 & 951 951 953 962,963 & Part Lot 897 Designated "P2" 963 & Part Lot 897 Designated "P2"
	(continued next sheet)		



 Registered Proprietor (initial)

Aimee Lee
 Electronic signature of me, Aimee Lee, Team Leader
 Development Assessment affixed by me, or at my direction, on
 17 February, 2023 at 5:15pm.....
 Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 2 of 19 sheets)

Plan: **DP1280874**

Plan of Subdivision of Lot 102 DP1232553 &
 Lot 50 DP1244223 and Easements over Lots
 101 & 103 DP1232553
 covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

1 (cont'd)	Easement to Drain Water 1.5 wide (D) (continued)	963	Part Lot 897 Designated "P2"
		969	Part Lot 897 Designated "P3"
		971	Part Lot 897 Designated "P4"
		972	Part Lot 897 Designated "P5"
2	Easement for Support 0.5 wide (E)	929	930
		930	931
		931	932
		932	933
		933	934
		934	935 & Part 897 designated "Q2"
		935	936, 937 & Part 897 designated "Q1"
		940	938 & 939
		941	940
		942	941
		943	942
		944	943
		945	944
		946	947
		947	948
		948	949
		949	950
950	951		
951	952 & 953		
962	963		
965	Part Lot 897 designated "Q4"		
966	965		
971	Part Lot 897 designated "Q5"		

Aimee Lee Electronic signature of me, Aimee Lee, Team Leader
 Development Assessment affixed by me, or at my direction, on
 17 February 2023 at 5:15pm.



 Registered Proprietor (initial)

.....
 Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.


(Sheet 3 of 19 sheets)

Plan: **DP1280874**

Plan of Subdivision of Lot 102 DP1232553 &
 Lot 50 DP1244223 and Easements over Lots
 101 & 103 DP1232553
 covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

3	Restriction on The Use of Land (F)	930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 947 948 949 950 951 952 953 963 965 972 Part of Lot 897	929 930 931 932 933 934 935 935 940 940 941 942 943 944 945 946 947 948 949 950 951 951 962 966 Part Lot 897 designated "R1" 971
4	Easement to Drain Water Variable Width (G)	897, Lot 101 DP1232553 & Lot 103 DP1232553	Wollondilly Shire Council
5	Easement for Padmount Substation 2.75 Wide (H)	945 961	Epsilon Distribution Ministerial Holding Corporation
6	Restriction on the Use of Land (J)	Part 944, Part 945, Part 961 & Part 962	Epsilon Distribution Ministerial Holding Corporation



 Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader
 Development Assessment affixed by me, or at my direction, on
 17 February 2023 at 5:15pm.

.....
 Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

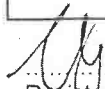
(Sheet 4 of 19 sheets)

Plan: **DP1280874**

Plan of Subdivision of Lot 102 DP1232553 & Lot 50 DP1244223 and Easements over Lots 101 & 103 DP1232553 covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

7	Restriction on the Use of Land (K)	Part 944, Part 945, Part 961 & Part 962	Epsilon Distribution Ministerial Holding Corporation
8	Restriction on the Use of Land	901 to 907 Inclusive	Wollondilly Shire Council
9	Restriction of the Use of Land (BE)	930,931, 936, 938 & 953	Wollondilly Shire Council
10	Restriction on the Use of Land (N)	Part 897, Part Lot 101 DP1232553 & Part Lot 103 DP1232553	Wollondilly Shire Council
11	Positive Covenant (S)	Part 897, Part Lot 101 DP1232553 & Part Lot 103 DP1232553	Wollondilly Shire Council
12	Positive Covenant	907 to 913 Inclusive	Wollondilly Shire Council
13	Restriction on the Use of Land	901 to 918 Inclusive & 969 to 972 inclusive	Wollondilly Shire Council
14	Restriction on the Use of Land	901 to 972 Inclusive	Every other lot except 897, 898, 899 & 900
15	Restriction on the Use of Land (L)	901 to 906 inclusive 913 914 915 916 917 918 919 927 928 929 945 946	900 912 & 914 913 & 915 914 & 916 915 & 917 916 & 918 917 920 & 928 926 & 928 919 & 927 897 & 930 946 945 & 947



 Registered Proprietor (initial)

Aimee Lee Electronic signature of me, Aimee Lee, Team Leader Development Assessment affixed by me, or at my direction, on 17 February 2023 at 5:15pm

 Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 5 of 19 sheets)

Plan: **DP1280874**

Plan of Subdivision of Lot 102 DP1232553 & Lot 50 DP1244223 and Easements over Lots 101 & 103 DP1232553 covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

15 (cont'd)	Restriction on the Use of Land (L) (continued)	947 948 949 950 951 952 961 967 968 969 970 971 972	946 & 948 947 & 949 948 & 950 949 & 951 950 & 952 951 960 966 & 968 967 & 969 968 & 970 969 & 971 970 & 972 971
16	Restriction on the Use of Land	897, 898 and 901 to 972 inclusive	Wollondilly Shire Council
17	Right of Access variable width (M)	Part 897, Part Lot 101 DP1232553 & Part Lot 103 DP1232553	Wollondilly Shire Council
18	Restriction on the Use of Land (T)	Part Lot 101 DP1232553 & Part Lot 103 DP1232553	Wollondilly Shire Council
19	Restriction on the Use of Land (W)	907 to 912 inclusive	Wollondilly Shire Council
20	Easement for Support 1.5 wide (E2)	954 to 960 inclusive	Part Lot 897 designated "Q3"



Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader
 Development Assessment affixed by me, or at my direction, on
 17 February 2023 at 5:15pm.

Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 6 of 19 sheets)

Plan: **DP1280874**

Plan of Subdivision of Lot 102 DP1232553 &
Lot 50 DP1244223 and Easements over Lots
101 & 103 DP1232553
covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Part of Easement for Overhead Power Lines 9 wide created by DP1280114 and Denoted (CR) on the plan	Lot 102 DP1232553 & Lot 50 DP1244223	Epsilon Distribution Ministerial Holding Corporation

Part 2 (Terms)

1. Terms of Easement to Drain Water 1.5 Wide (D) numbered 1 in the Plan.

An Easement to Drain Water on the terms set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919 (as amended).

Notwithstanding the terms of easements to drain water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919, no alteration to surface levels of the site of the easement shall be permitted without the written consent of Wollondilly Shire Council being firstly obtained.

Name of authority whose consent is required to release, vary or modify easement numbered 1 in the Plan.

Wollondilly Shire Council

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm



.....
Registered Proprietor (initial)

Aimee Lee

.....
Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 7 of 19 sheets)

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Dated 17 February 2023

2. Terms of Easement for Support 0.5 wide (E) numbered 2 in the Plan.

- (a) The owner of the lot burdened must not:
- (i) interfere with the retaining wall or the support it offers, or
 - (ii) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall, or
 - (iii) allow any erection of Structures, excavation, filling or alteration of surface levels and the like to be located in, on or over the easement for support, unless the Structures, excavation, filling or alteration of surface levels have been designed by a qualified structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities.
- (b) If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.
- (c) If the owner of the lot burdened does not comply with the notice set out in clause (b) within 14 days, the owner of the lot benefited may:
- (i) enter the lot burdened and repair the damage or remove the impairment, and
 - (ii) recover its reasonable costs from the owner of the lot burdened.
- (d) In exercising those powers, the owner of the lot benefited must:
- (i) ensure all work is done properly, and
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (iii) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (iv) restore the lot burdened as nearly as is practicable to its former condition, and
 - (v) make good any collateral damage.



.....
Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm.

.....
Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 8 of 19 sheets)

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Dated 17 February 2023

(e) Definitions

Structure means all improvements and includes buildings, walls, retaining walls, fences, pools and plant and equipment.

Name of authority empowered to release, vary or modify easement numbered 2 in the Plan.

Wollondilly Shire Council

The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

3. Terms of Restriction on the Use of Land (F) numbered 3 in the Plan.

(a) No building, erection of Structures, excavation, filling or alteration of surface levels will be permitted on the restricted area of the land marked (F) on the Plan unless:


- (i) the Structure, excavation, filling or alteration of surface levels have been designed by a qualified civil/structural engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities;
- (ii) the Structures are designed so not to impose any additional dead load on the retaining wall located in the restricted area of the land marked (F) and are to be self-supporting;
- (iii) the Structure is founded below the zone of influence of the retaining wall and designed and certified by a suitably qualified structural engineer;
- (iv) no vehicles, including construction vehicles greater than 2 tonnes are to enter upon the restricted area of the land marked (F) on the Plan unless such entry is certified by a suitably qualified structural engineer.

(b) Definitions

Structure means all improvements and includes buildings, walls, retaining walls, fences, pools and plant and equipment.

Name of authority empowered to release, vary or modify restriction numbered 3 in the Plan.

Wollondilly Shire Council.



Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm

Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 9 of 19 sheets)

Plan: **DP1280874**

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Dated 17 February 2023

4. Terms of Easement to Drain Water Variable Width (G) numbered 4 in the Plan.

As set out in Part 3 of Schedule 4A of the Conveyancing Act, 1919.

Name of authority empowered to release, vary or modify easement numbered 4 in the Plan.

Wollondilly Shire Council.

5. Terms of Easement for Padmount Substation 2.75 Wide (H) numbered 5 in the Plan.

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

Name of authority empowered to release, vary or modify easement numbered 5 in the Plan.

Epsilon Distribution Ministerial Holding Corporation

6. Terms of Restriction on the Use of Land (J) numbered 6 in the Plan

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document.

Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 6 in the Plan


Epsilon Distribution Ministerial Holding Corporation

7. Terms of Restriction on the Use of Land (K) numbered 7 in the Plan

The terms set out in Section 9 of Memorandum AR578978 are incorporated into this document.

Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 7 in the Plan

Epsilon Distribution Ministerial Holding Corporation


.....
Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm.

.....
Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 10 of 19 sheets)

Plan: **DP1280874**

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Dated 17 February 2023

8. Terms of Restriction on the Use of Land numbered 8 in the Plan

No dwelling houses / habitable buildings shall be erected on the burdened lot(s) unless they achieve a minimum habitable floor level of RL 212.79 metres (Australian Height Datum) being 0.5 metres above the adjacent 1% AEP flow.

Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 8 in the Plan

Wollondilly Shire Council

9. Terms of Restriction on the Use of Land (BE) numbered 9 in the Plan

All dwelling houses (excluding eave overhang) shall be located within the building envelope designated as "BE" on the deposited plan. Ancillary buildings, retaining walls and the like can be outside of the building envelope.

Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 9 in the Plan

Wollondilly Shire Council

10. Terms of Restriction on the Use of Land (N) numbered 10 in the Plan

The registered proprietor(s) shall not make or permit or suffer the making of any alterations to any On-Site Detention system, Interim Detention Basin or Bio-Retention Basin and associated structures including surface levels, pipes, pits, tanks, basins, control structures, fencing, signage or any other infrastructure associated with the systems which have, or shall be constructed on the lot(s) burdened without the prior consent, in writing, of Wollondilly Shire Council until such systems are either decommissioned or transferred to Council ownership.

Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 10 in the Plan

Wollondilly Shire Council


.....
Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm.

.....
Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 11 of 19 sheets)

Plan: **DP1280874**

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Dated 17 February 2023

11. Terms of Positive Covenant (S) numbered 11 in the Plan

11.1 The registered proprietor of the lot(s) hereby burdened will in respect of the on-site detention, bio-retention basins, sediment control and water quality facilities:

- (a) Keep the on-site detention, bio-retention basins, sediment control and water quality facilities in good repair and to Wollondilly Shire Council's satisfaction.
- (b) Maintain and repair the on-site detention, bio-retention basins, sediment control and water quality facilities at the sole expense of the Registered Proprietor of the Lot(s) Burdened, so that it functions in a safe and efficient manner. For the purposes of ensuring observance of this covenant, permit the benefiting Authority to enter the land and inspect the condition of the sediment control and water quality facility and the state of construction, maintenance or repair of the sediment control and water quality facility.
- (c) Comply with the terms of any written notice issued by the benefiting Authority to attend any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the sediment control and water quality facility and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.

11.2 Pursuant to Section 88F(3) of the Act the benefiting Authority shall have the following additional powers pursuant to this covenant

- (a) In the event that the Registered Proprietor of the Lot(s) Burdened fails to comply with the terms of any written notice issued by the benefiting Authority as set out above, the benefiting Authority may enter the land with all necessary equipment and carry out any work considered by the benefiting Registered Proprietor to be reasonable to comply with the said notice referred to above.
- (b) The benefiting Authority may recover from the Registered Proprietor of the Lot(s) Burdened in a Court of competent jurisdiction:
 - i) Any expense reasonably incurred by it in exercising its powers under sub clause 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by the benefiting Authority, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to a section 88F of the Act or providing any certificate required pursuant to section 88G of the Act of obtaining any injunction pursuant to section 88H of the Act.



Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm.

Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 12 of 19 sheets)

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(c) This covenant shall bind all persons who are of claim under the Registered Proprietor of the Lot Burdened as stipulated in section 88E(5) of the Act.

11.3 This positive covenant shall be extinguished when the land which is the subject of these permanent & interim water quality facilities, and their associated access ways, are dedicated to Council by the Registered Proprietor of the lot(s) Burdened.

Name of authority whose consent is required to release, vary or modify positive covenant numbered 11 in the plan.

Wollondilly Shire Council.

12. Terms of Positive Covenant numbered 12 in the Plan

12.1 In this covenant, "Acoustic Wall" means the acoustic wall constructed or to be constructed on the lot burdened.

12.2 The owner of lot burdened must:

- (a) Maintain, repair and reinstate the acoustic wall in good repair and safe condition;
- (b) Remove any graffiti visible from a public place or road as soon as practicable; and
- (c) Not alter, remove or destroy any soil, planting or any part of the fence which forms part of the Acoustic Wall without the prior approval of the Council.

Name of authority whose consent is required to release, vary or modify positive covenant numbered 12 in the plan.

Wollondilly Shire Council.

13. Terms of Restriction on the Use of Land numbered 13 in the Plan

No dwelling shall be erected or constructed unless the registered proprietor(s) have constructed or make provision for dwellings to be deemed to comply with indicative noise treatments as defined in the approved acoustic report held by Wollondilly Shire Council with document reference DD010.2018.00000339.001#342.



.....
Registered Proprietor (initial)

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm.

.....
Wollondilly Shire Council (initial)

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(Sheet 13 of 19 sheets)

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Dated 17 February 2023

**Name of authority whose consent is required to release, vary or modify
Restriction on the Use of Land numbered 13 in the plan.**

Wollondilly Shire Council.

14. Terms of Restriction on the Use of Land numbered 14 in the Plan

For so long as Country Garden Wilton East Pty Ltd remains the registered proprietor of any benefited lot:

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not construct or allow to be constructed or remain on the lot or any part of it any dwelling, house, outbuilding, or fence without applicable plans and specifications first:

- (a) being submitted to and approved by the Wilton Greens Design Review Committee (DRC); and
- (b) prepared in accordance with the Wilton Greens Design Guidelines as amended from time to time, a copy which can be obtained from the website <https://www.wiltongreens.com.au/>; and
- (c) then only in compliance with any condition imposed by the Wilton Greens Design Review Committee (DRC) in respect of that approval provided that such condition does not contravene or conflict with the Wollondilly Growth Area Development Control Plan (adopted from time to time) and any other requirements of Wollondilly Shire Council.

**Name of person/s empowered to release, vary or modify Restriction on the Use of
Land numbered 14 in the plan.**

- (a) The registered proprietors of the benefited lots or Country Garden Wilton East Pty Ltd for such period as it is the registered proprietor of land in the plan and thereafter the owners of the lot benefited.
 - (b) Any release, variation or modification to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.
- Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm.



Registered Proprietor (initial)

Aimee Lee

Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 14 of 19 sheets)

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Dated 17 February 2023

15. Terms of Restriction on the Use of Land (L) numbered 15 in the Plan

For so long as Country Garden Wilton East Pty Ltd remains the registered proprietor of any benefited lot, the owner of the lot burdened must construct, install, build and maintain fences within the restriction site, denoted (L) on the plan, at its own expense and must ensure that no other structure is erected or permitted to remain within the restriction site.

Name of person/s empowered to release, vary or modify restriction numbered 15 in the plan.

- (a) The registered proprietors of the benefited lots or Country Garden Wilton East Pty Ltd for such period as it is the registered proprietor of land in the plan and thereafter the owners of the lot benefited.
- (b) Any release, variation or modification to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

16. Terms of Restriction on the Use of Land numbered 16 in the Plan

The lot(s) burdened must be managed as an Asset Protection Area as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 16 in the Plan

Wollondilly Shire Council


17. Terms of Right of Access Variable Width numbered 17 in the Plan.

As set out in Part 11 of Schedule 4A of the Conveyancing Act, 1919

Name of authority empowered to release, vary or modify easement numbered 19 in the Plan.

Wollondilly Shire Council.

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm.


.....
Registered Proprietor (initial)

Aimee Lee

.....
Wollondilly Shire Council (initial)

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(Sheet 15 of 19 sheets)

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Dated 17 February 2023

18. Terms of Restriction on the Use of Land (T) numbered 18 in the Plan.

The restricted areas of the lot(s) burdened marked (T) on the plan must be managed as an Asset Protection Area as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

This restriction may be extinguished upon development of future stages or adjoining approved development but only if the hazard is removed as a part of that development.

Name of authority empowered to release, vary or modify easement numbered 18 in the Plan.

Wollondilly Shire Council.

19. Terms of Restriction on the Use of Land (W) numbered 19 in the Plan.

No dwelling shall be erected on the lot hereby burdened within the area of this restriction shown on the plan and designated as "W".

Name of authority empowered to release, vary or modify easement numbered 18 in the Plan.

Wollondilly Shire Council.

20. Terms of Easement for Support 1.5 wide (E2) numbered 20 in the Plan.

(a) The owner of the lot burdened must not:

- (i) interfere with the retaining wall or the support it offers, or
- (ii) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall, or
- (iii) allow any erection of Structures, excavation, filling or alteration of surface levels and the like to be located in, on or over the easement for support, unless the Structures, excavation, filling or alteration of surface levels have been designed by a qualified structural Engineer based on geotechnical advice in the form of a



Registered Proprietor (initial)

Aimee Lee Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm.
Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 16 of 19 sheets)

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Dated 17 February 2023

report prepared by a laboratory registered with the National Association of Testing Authorities.

- (b) If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.
- (c) If the owner of the lot burdened does not comply with the notice set out in clause (b) within 14 days, the owner of the lot benefited may:
 - (i) enter the lot burdened and repair the damage or remove the impairment, and
 - (ii) recover its reasonable costs from the owner of the lot burdened.
- (d) In exercising those powers, the owner of the lot benefited must:
 - (i) ensure all work is done properly, and
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (iii) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (iv) restore the lot burdened as nearly as is practicable to its former condition, and
 - (v) make good any collateral damage.
- (e) Definitions

Structure means all improvements and includes buildings, walls, retaining walls, fences, pools and plant and equipment.

Name of authority empowered to release, vary or modify easement numbered 2 in the Plan.

Wollondilly Shire Council

The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.



Registered Proprietor (initial)

Aimee Lee Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm.

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Dated 17 February 2023

SIGNATURES

Execution by Council:

WOLLONDILLY SHIRE COUNCIL by its authorised delegate pursuant to s.377/378 Local Government Act 1993

Aimee Lee Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm.

Signature of Delegate

Aimee Lee

Name of Delegate

I certify that I am an eligible witness and that the delegate signed in my presence.

Bridie Riordan Electronic signature of me, Bridie Riordan, Senior
Development Assessment Planner, affixed by me,
Signature of Witness or at my direction on 17 February 2023 at 5:36pm.

Bridie Riordan

Name of Witness

62-64 Menangle St, Picton, NSW. 2571

Address of Witness


.....
Registered Proprietor (initial)

Aimee Lee Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm.
.....
Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 18 of 19 sheets)


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covered by Subdivision Certificate No. 14.2018.339.1

Dated 17 February 2023

Execution by Registered Proprietor – Lots 101 & 102 DP1232553 and Lot 50 DP1244223

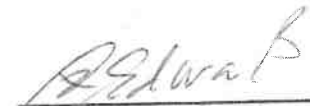
EXECUTED by:
COUNTRY GARDEN WILTON EAST PTY LTD
ABN 31 617 312 334
in accordance with Section 127(1) of the Corporations Act
2001 in the presence of


.....
Director
QUOTAO HU
.....
Name (BLOCK LETTERS)


.....
Director/Secretary
YI BIAO
.....
Name (BLOCK LETTERS)

Execution by Mortgagee under Mortgage numbered AS756377:
Golden Strait Development VI Limited by its attorney
under Power of Attorney dated
23 January 2023 Registered Book 4807 No 921



.....
Witness Signature


.....
Signature of Attorney

Calvin Juniper Mai, L42, 264 George St
.....
Witness Name & Address Sydney NSW 2000

Zina Edwards

.....
Name of Attorney


.....
Registered Proprietor (initial)

Electronic signature of me, Aimee Lee, Team Leader
Development Assessment affixed by me, or at my direction, on
17 February 2023 at 5:15pm.
.....
Wollondilly Shire Council (initial)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 19 of 19 sheets)

Plan: **DP1280874**

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Dated 17 February 2023

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for Endeavour Energy Network Asset Partnership (ABN 30 586 412 717) on behalf of Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878) pursuant to section 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)

Signature of witness:



Digitally signed by
Megan Dowds
Date: 2022.11.16
12:57:16 +11'00'

Signature of attorney:



Digitally signed by
Simon Lawton
Date: 2022.11.16
10:19:50 +11'00'

Name of witness:

Megan Dowds

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:

Book 4793 No. 57

Signing on behalf of:

Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

This document was signed in counterpart and witnessed over audio visual link in accordance with Section 14G of the Electronic Transactions Act 2000.

Endeavour Energy reference:

URS23690 URS23691 URS23693

Release RPM18444 PROP00057481 -
part to remain active PROP00056878



Registered Proprietor (initial)

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader Development Assessment affixed by me, or at my direction, on 17 February 2023 at 5:15pm.

Wollondilly Shire Council (initial)

REGISTERED:



24/02/2023



No. **M454739** (2)

21 OCT 6 AM 11:03

756 R.P. 13A

New South Wales

Lodgment
Endorsement

\$=00:15

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Handwritten signature/initials

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

has estate, strike out "in charge" and insert the required alteration.

I, **HENRY LEONARD HOON** of Coniston, Ironworker

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **THREE THOUSAND FIVE HUNDRED AND EIGHTY FIVE DOLLARS (\$3585.00)** (the receipt whereof is hereby acknowledged) paid to us by **THE MINEO N.L.**

do hereby transfer to

Show in BLOCK LETTERS the full postal address and description of the person taking, and if more than one, whether they hold as joint tenants or tenants in common.

THE MINEO N.L. a Company duly incorporated and having its registered office at Suite 903, 9th floor, 122 Arthur Street, North Sydney.

(herein called transferee)

The description may refer to the defined residue of the land in a certificate of grant (e.g. "and being residue after transfer number...") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General (e.g. "and being Lot... section... D.P. 1...")

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following: coal and minerals lying in and under all the land mentioned in the schedule following:

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CALVERT	WILLMIA	WHOLE	9189	98	
			9182	106	

Under authority by Reg. 23, Conveyancing Act Regulations, 1961, a plan may not be amended to or endorsed on this transfer form.

Handwritten number: 41200 3 P

SEB

And the transferee covenant(s), with the transferor

And the Transferor hereby covenants with the Transferee as follows:-

1. That the transferee and all persons authorized by it may at all times to at full right and liberty to:

(a) enter upon the surface of the land contained in Certificate of Title Volume 9429 and 9162 Folios 98 and 196 to search explore and prospect for coal shale and other minerals, and

(b) enter upon the surface of the land contained in Certificate of Title Volume 9429 and 9162 Folios 98 and 196 to mine work win and transport coal shale and other minerals

and for such purposes to drill sink construct and dig shafts pits adits and open drives and so do all such things as may be necessary or convenient for the full enjoyment of such coal shale and other minerals

PROVIDED ALWAYS that the Transferee shall pay compensation therefor in accordance with the provisions of the Mining Act 1906.

2. That (i) the land to which the benefit of these easements is appurtenant is the land hereby transferred;

(ii) the land subject to the burden of these easements is the residue of the land in Certificate of Title Volume 9429 and 9162 Folios 98 and 196;

(iii) the person having the right to release vary or modify these easements is the Transferee its successors or assigns.

DO NOT ENDORSE COVENANT

of State out, if unnecessary, to suitably adjust,
(i) if any easements are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 44 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.

1. Right of Carriageway created by Transfer number H.370593 (affects Volume 9162 Folio 196).
2. Easement for Transmission Line created by resumption number H.588160 (affects Volume 9162 Folio 196)
3. Easement for Transmission Line 100 feet wide created by notification in the Government's Gazette number 44 on 1/4/1960 Folio 952 (affects Volume 9429 Folio 98)

A very short note will suffice.
K 1164-1, 2, 47-1

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.
Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or a Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (g) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are residents—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Dominion, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
h To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at Pieron the Twenty third day of November 1970
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
[Signature]
Solicitor,
Pieron

H. L. Boon
Transferor.*

THE COMMON SEAL of Transfield Ltd.
was herewith affixed by authority
Signed in my presence by the transferee
of the Board of Directors in
WHICH IS PERSONALLY KNOWN TO ME
the presence of:—
[Signature]
Secretary

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

[Signature]
Director



MEMORANDUM AS TO NON-REVOICATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at the day of 19
Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me, at , the day of , one thousand nine hundred and the attesting witness to this instrument, , the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.
† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.
No alterations should be made by anyone. The words "repeated" should be crossed through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.
P (114) -3 & 417-1

No. **M454739**

Lodged by

Address

Phone No.

RUSSELL
SYDNEY

25-6721 SYDNEY

PARTIAL DISCHARGE OF MORTGAGE
 (N.B. - Before execution real marginal note.)

I,

mortgagee under Mortgage No. [blank]
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at *this* day of *9*
 Signed in my presence by

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HERewith
 To be filled in by person lodging draft

1.	Received Docs
2.	Nos.
3.	
4.	
5.	
6.	
7.	Receiving Clerk

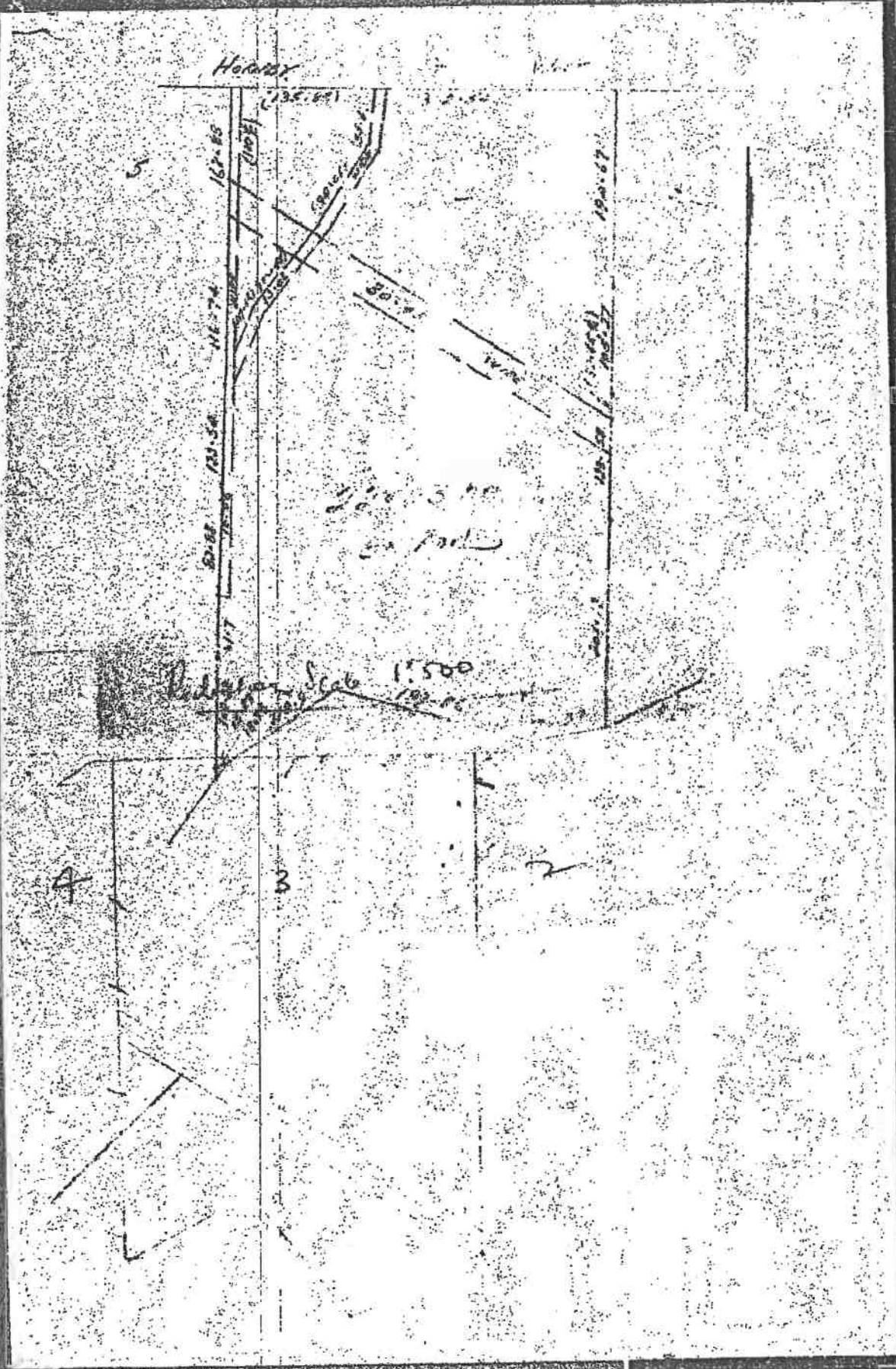
M.P.D.

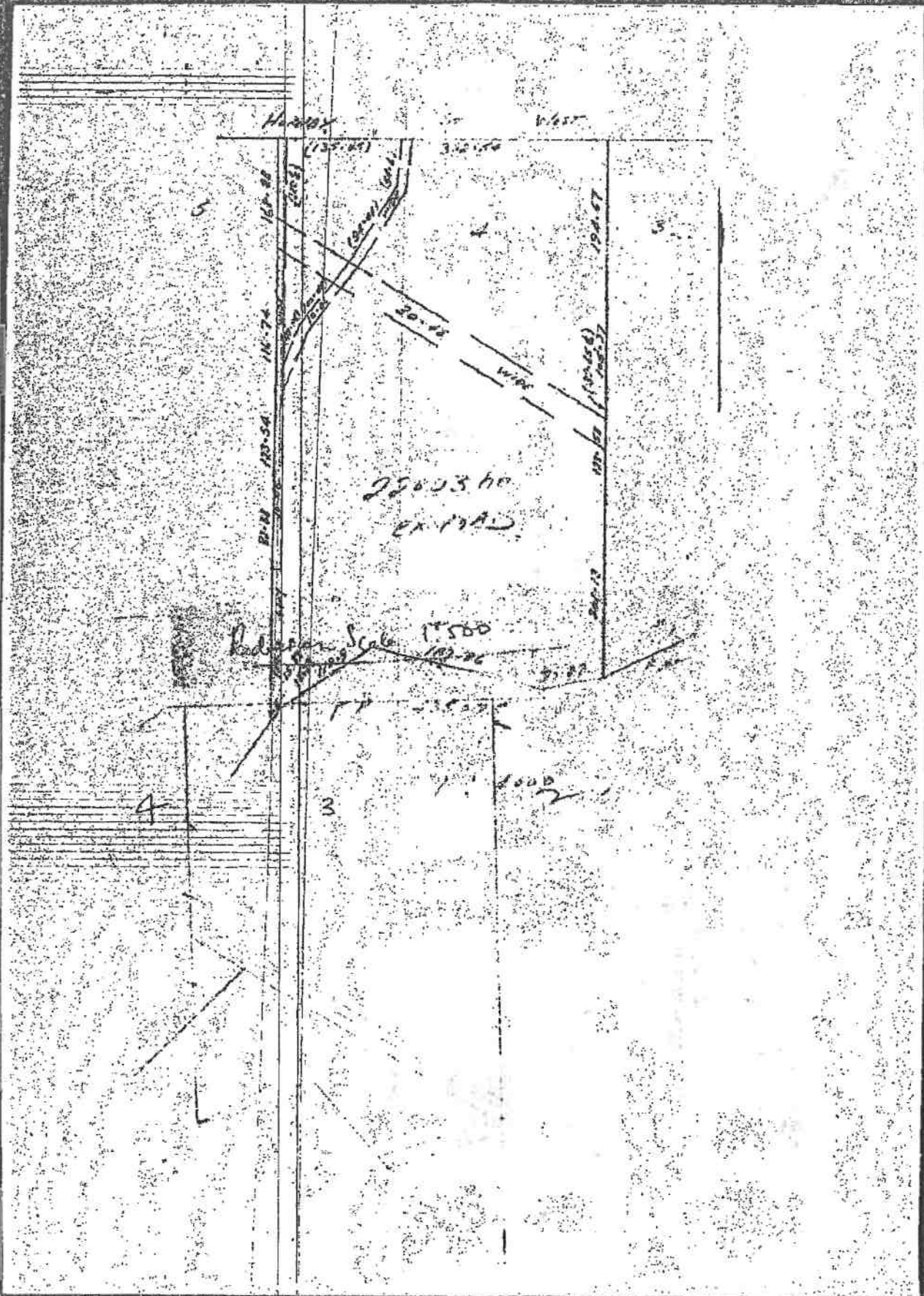
LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER <i>of coal & other minerals</i> <i>(Rights to mine)</i>
Checked by	Particulars entered in Register Book <i>29-5-1972</i>
Passed (in S.D.B.) by	<i>15-3</i>
Signed by	<i>Jaworski</i> Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Suppt. of Engrossers		
Cancellation Clerk		
Vol.	Fol.	







Frank McKay Building 62-64 Menangle Street, Picton NSW 2571

All Correspondance to PO Box 21, Picton NSW 2571

Telephone: 02 4677 1100 Fax: 02 4677 2339

Email: council@wollondilly.nsw.gov.au Web: www.wollondilly.nsw.gov.au

ABN: 93 723 245 808

PLANNING CERTIFICATE UNDER SECTION 10.7(2) & (5) **ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

APPLICANT:	Baileys Conveyancing Services
Planning Certificate No.:	00080384
Receipt No.:	RT58683304
Issue Date:	09/10/2024
Applicant's Reference:	28024
Property No.:	30818

DESCRIPTION OF PROPERTY

Address:	18 Pear Tree Street, WILTON, NSW, 2571 (P)
Land Description:	Lot: 1234 DP: 1280875

Notes:

The following prescribed matters may apply to the land to which this certificate relates and is supplied in good faith. This certificate was generated automatically under the delegated authority of the Manager Sustainable Growth.

Where this certificate refers to a specific allotment (or allotments) within a strata plan, the certificate is issued for the whole of the land within the strata plan, not just the specific allotment(s) referred to, and any information contained in the certificate may relate to the whole, or any part, of the strata plan.

If the land straddles a local government area boundary, the information in this certificate only applies to the portion of land that is located within Wollondilly Shire Council Local Government Area.

The following information is provided pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is applicable as at the date of this certificate. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them from Council's Administration Centre at 62-64 Menangle Street, Picton or view free of charge on Council's Website www.wollondilly.nsw.gov.au.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.
- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if-
 - (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument – the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section-
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

ENVIRONMENTAL PLANNING INSTRUMENTS

State Environmental Planning Policy (Sustainable Buildings) 2022

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

Development

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Biodiversity & Conservation) 2021

State Environmental Planning Policy (Resilience & Hazards) 2021

State Environmental Planning Policy (Transport & Infrastructure) 2021

State Environmental Planning Policy (Industry & Employment) 2021

State Environmental Planning Policy (Resources & Energy) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Precincts Western Parkland City) 2021

State Environmental Planning Policy (Precincts Regional) 2021

State Environmental Planning Policy (Housing and Productivity Contributions) 2023

DEVELOPMENT CONTROL PLANS

The Wilton Growth Area Development Control Plan 2021 applies to all land in the Wilton Growth Area zoned under the State Environmental Planning Policy (Precincts - Western Parkland City) 2021.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

Explanation of Intended Effect (Outdoor dining & fun experiences) – proposed amendments to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP)

Explanation of Intended Effect for a Regional Infrastructure Contributions Proposed State Environmental Planning Policy

Explanation of Intended Effect - proposed amendments to the Wilton South East Precinct Structure Plan and consequential amendments to the State Environmental Planning Policy (Precincts – Western Parkland City) 2021

Explanation of Intended Effect (In-fill affordable housing, group homes, supportive accommodation and other provisions) – proposed amendments to State Environmental Planning Policy (Housing) 2021 (Housing SEPP)

Explanation of Intended Effect (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023 – proposed amendments to State Environmental Planning Policy (Housing) 2021 (Housing SEPP) and other legislation

Explanation of Intended Effect (Changes to create low and mid-rise housing) – proposed introduction of a state environmental planning policy

DRAFT DEVELOPMENT CONTROL PLANS

There are no Draft Development Control Plans that apply to the land.

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described-

STATE ENVIRONMENTAL PLANNING POLICY (PRECINCTS – WESTERN PARKLAND CITY) 2021 – SOUTH EAST WILTON

- a. the identity of the zone, whether by reference to-
 - i. a name, such as “Residential Zone” or “Heritage Area”, or
 - ii. a number, such as “Zone No 2 (a)”,

Zone UD Urban Development

- b. the purpose for which development in the zone-
 - i. may be carried out without development consent:
Home occupations.
 - ii. may not be carried out except with development consent:
Any development not specified in item (i) or (iii).

- iii. is prohibited:

Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Heavy industries; Home occupations (sex services); Mooring pens; Moorings; Open cut mining; Port facilities; Resource recovery facilities; Rural industries.

- c. whether additional permitted uses apply to the land,

There are no additional permitted uses which apply to the land.

- 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,

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- e. whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

f. whether the land is in a conservation area, however described,

The land is not located in a conservation area.

g. whether an item of environmental heritage, however described, is located on the land

The land does not contain an item of environmental heritage.

3. CONTRIBUTIONS PLANS

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans,

CONTRIBUTIONS PLANS

Wollondilly Development Contributions Plan 2020 applies to the land.

DRAFT CONTRIBUTIONS PLANS

There are currently no Draft Contributions Plans that apply to the land.

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4-
 - (a) The name of the region, and
 - (b) The name of the Ministerial planning order in which the region is identified.

The land is within the Greater Sydney Region within the meaning of the Act, Division 7.1, Subdivision 4.

The Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 is the Ministerial Planning Order in which the Region is identified.

- (3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

The land is not located in a Special Contributions Area to which a continued 7.23 determination applies.

- (4) In this section-

continued 7.23 determination means a 7.23 determination that-

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
- (b) has not been repealed as provided by that part.

Note-

The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. COMPLYING DEVELOPMENT

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)-(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that-

- (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

THE HOUSING CODE

Complying development MAY be carried out on the land under the Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE RURAL HOUSING CODE

Complying development MAY be carried out on the land under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land under the Greenfield Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The Wilton Greenfield Housing Code Variation applies to the land. The variations are listed in Schedule 3, Part 2 of the Codes SEPP. Both the Greenfield Housing Code and the variations listed in Part 2 are relevant for the purposes of Complying Development. Further information is available on the Department of Planning and Environment's website.

THE LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land under the Low Rise Housing Diversity

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

THE HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land under the Housing Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land under the General Development Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land under the Industrial and Business Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development MAY be carried out on the land under the Industrial and Business Buildings Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land under the Container Recycling Facilities Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE SUBDIVISIONS CODE

Complying development MAY be carried out on the land under the Subdivisions Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE DEMOLITION CODE

Complying development MAY be carried out on the land under the Demolition Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE FIRE SAFETY CODE

Complying development MAY be carried out on the land under the Fire Safety Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land under the Agritourism And Farm Stay Accommodation Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5. EXEMPT DEVELOPMENT

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Exempt development MAY be carried out on the land under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) Whether the council is aware that-
 - (a) An affected building notice is in force in relation to the land, or

Council is NOT aware of any affected building notice in respect of the land.

- (b) A building product rectification order is in force in relation to the land that has not been fully complied with, or

Council is NOT aware of any building product rectification order as detailed above.

- (c) A notice of intention to make a building product rectification order given in relation to the land is outstanding.

Council is NOT aware of any notice of intention as detailed above.

(2) In this section-

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 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.

There are no Environmental Planning Instruments referred to in Clause 1 that make provision for the acquisition of the land by a public authority as referred to under section 3.15 of the Act.

There are no proposed Environmental Planning Instruments referred to in Clause 1 that make provision for the acquisition of land by a public authority as referred to under section 3.15 of the Act.

8. ROAD WIDENING AND ROAD REALIGNMENT

Whether the land is affected by road widening or road realignment under-

- (a) The Roads Act 1993, Part 3, Division 2, or
- (b) An environmental planning instrument, or

- (c) A resolution of the council.

No

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.
- (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.
- (3) In this section-

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

No Flood Study has been undertaken in accordance with the requirements of the NSW Floodplain Development Manual for this land. It is therefore unknown whether any flood related development controls would apply to the land. Any person acting on this Certificate should make their own enquiries on this matter.

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

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundations, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.
- (2) **In this section-**

adopted policy means a policy adopted-

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

Yes. The Contaminated Land Policy adopted by Wollondilly Shire Council applies and provides a framework to manage land contamination through the land use planning process.

11. BUSH FIRE PRONE LAND

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

The land is not bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act.

12. LOOSE-FILL ASBESTOS INSULATION

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

Council has not been notified by NSW Fair Trading of any residential premises on this land being identified in the Loose-Fill Asbestos Insulation Register.

13. MINE SUBSIDENCE

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

The land IS WITHIN a declared Mine Subsidence District of Wilton under section 20 of the Coal Mine Subsidence Compensation Act 2017. Certain development in a Mine Subsidence District requires approval from Subsidence Advisory NSW – further information can be obtained from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

14. PAPER SUBDIVISION INFORMATION

- (1) The name of a development plan adopted by a relevant authority that-
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.
- (2) The date of a subdivision order that applies to the land.
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

None.

15. PROPERTY VEGETATION PLANS

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

Council has not been notified of any such plan that affects this land.

16. BIODIVERSITY STEWARDHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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.

Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17. BIODIVERSITY CERTIFIED LAND

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

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

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act

2016.

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

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

No

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

(1) 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.

(2) In this section-

Existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note- Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

This clause is not applicable to the Wollondilly Local Government Area.

20. WESTERN SYDNEY AEROTROPOLIS

Whether under State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 the land is-

- (a) In an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or

No. The land IS NOT identified as being within an ANEF or ANEC contour of 20 or greater.

- (b) Shown on the Lighting Intensity and Wind Shear Map, or

No. The land IS NOT identified on the Lighting Intensity and Wind Shear Map.

- (c) Shown on the Obstacle Limitation Surface Map, or

No. The land IS NOT identified on the Obstacle Limitation Surface Map.

- (d) In the "public safety area" on the Public Safety Area Map, or

No. The land IS NOT identified as being within the "public safety area" on the Public Safety Map.

- (e) In the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

No. The land IS NOT identified as being within a wildlife buffer zone on the Wildlife Buffer Zone Map.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

If State 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).

There are currently no conditions of consent relating to a development application for seniors housing that apply to the land.

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

- (1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate-
 - (a) The period for which the certificate is current, and
 - (b) That a copy may be obtained from the Department.
- (2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).
- (3) Any conditions of 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).
- (4) In this section-

former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

There is not a current site compatibility certificate (affordable rental housing) as described that applies to this land.

There are currently no conditions of consent relating to a development application for affordable rental housing that apply to the land.

23. WATER OR SEWERAGE SERVICES

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006.

Note- A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee

under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

No. Water or sewerage services are not provided to the land under the Water Industry Competition Act 2006.

Note – This section does not contain information relating to whether the land is, or is not connected to Sydney Water’s network for the supply of either drinking water, recycled water or wastewater. Nor does this section contain information relating to whether a smaller scale onsite sewage management system services the land.

Contact Sydney Water for further information about whether the land is connected to Sydney Water’s network.

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

No.

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

No.

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

No.

- (d) that the land to which the certificate relates is subject to an ongoing maintenance

order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

No.

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

No.

The following additional information is provided under:

SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

For the purposes of Section 10.7(5), the following information is provided in relation to the subject property:

1. The subject land is not affected by a Foreshore Building Line.
2. Any enquiries relating to whether or not the land has frontage to a classified road or a controlled access road should be referred directly to Roads and Maritime Services (RMS) on 02 4221 2495.
3. **WESTERN SYDNEY INTERNATIONAL (NANCY BIRD WALTON) AIRPORT**

The State Environmental Planning Policy (Precincts – Western Parkland City) 2021 (the SEPP) came into effect on 1 March 2022. It replaces State Environmental Planning Policy (Western Sydney Aerotropolis) 2020, which was in effect from 1 October 2020 until 28 February, 2022.

Chapter 4 of the SEPP outlines a number of controls to safeguard the operation of the Western Sydney International (Nancy-Bird Walton) Airport into the future. These controls apply to some parts of Wollondilly. Refer to clause 20 of this Planning Certificate for affected land and relevant SEPP maps (see link below).

Noise sensitive development, as defined by the SEPP, is prohibited on land in an ANEF or ANEC Contour of 20 or greater. Clause 4.17(4) of the SEPP grants an exception to permit a dwelling house on land where there was no dwelling house constructed, but only where a dwelling house was permitted prior to the commencement of the SEPP, however, this exception does not extend to other forms of residential development (such as Secondary Dwellings, Dual Occupancies, Multi Dwelling Housing etc.).

Development for any of the following purposes must meet the indoor design sound levels as defined in the SEPP:

- **A dwelling under Clause 4.17(4) of the SEPP on land within in an ANEF or ANEC contour of 20 or greater;**

Additional considerations apply to land in Wollondilly identified by the Obstacle Limitation Surface Map, Wildlife Buffer Zone Map and the Wind Turbines Map.

For full details please see the SEPP:

<https://legislation.nsw.gov.au/view/html/inforce/current/epi-2021-0728>

4. DRAFT ENVIRONMENTAL IMPACT STATEMENT - WESTERN SYDNEY INTERNATIONAL AIRPORT - AIRSPACE AND FLIGHT PATH DESIGN

The Commonwealth Department of Infrastructure, Transport, Regional Development, Communications and the Arts released a Draft Environmental Impact Statement for the Western Sydney International (Nancy-Bird Walton) Airport – Airspace and Flight Path Design (Draft EIS) on 24 October, 2023. The Draft EIS considers the development and implementation of the proposed flight paths and a new controlled airspace volume for single runway operations at the airport (being Stage 1 Development).

Consultation on the Draft EIS closed on 31 January, 2024, however, the full Draft Environmental Impact Statement and supporting information can be found at the following:

<https://www.infrastructure.gov.au/have-your-say/draft-environmental-impact-statement-western-s>

You can also access the Western Sydney Airport Aircraft Overflight Noise Tool via the link below to view aircraft overflight and noise information based on the preliminary flight path design:

<https://wsflightpaths.aerolabs.com/>

5. Other Matters (if applicable)

PROTECTION OF TRANSPORT CORRIDORS IN WESTERN SYDNEY

In March 2018 the State Government announced the recommended corridor for the Outer Sydney Orbital (Stage One). The location of the corridor was updated in June 2018 following the

outcome of community consultation. The Outer Sydney Orbital (Stage One) will provide for a motorway and freight line to connect Illawarra and Central Coast via Western Sydney Airport. The Outer Sydney Orbital (Stage One) corridor passes through the Wollondilly local government area (Brownlow Hill, Cawdor, Douglas Park, Menangle and Mount Hunter). For more information contact Transport for NSW or visit their website at www.transport.nsw.gov.au/corridors.

WILTON 2040: A PLAN FOR THE WILTON GROWTH AREA

Parts of Wilton are within a State Government declared Growth Area. The Wilton Growth Area is guided by Wilton 2040: A Plan for the Wilton Growth Area. For more information please contact the Department of Planning, Industry and Environment, or view their website: <https://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/Wilton>

SHIRE WIDE FLOOD STUDY

Council wants to be proactive about flooding in the Shire and in partnership with the NSW State Government we are looking for ways to mitigate flood risks for the community. A flood study for areas not currently covered by a study has commenced with the aim of identifying the flood risk for every property in the Shire. Refer to Council's website www.wollondilly.nsw.gov.au or contact Council for more information on 4677 1100.

CUMBERLAND PLAIN CONSERVATION PLAN

The Cumberland Plain Conservation Plan (CPCP) applies to the land. The CPCP was released in August 2022 and facilitates growth in Western Sydney to 2056 and beyond, and delivers important development and biodiversity outcomes. The CPCP identifies several categories of land, with different planning arrangements for each. If the land is identified as having avoided land, certified-urban capable land or strategic conservation area, the Biodiversity and Conservation SEPP will need to be considered when preparing a development application. For more information contact the NSW Government Department of Planning and Environment at CPCP@planning.nsw.gov.au, call 02 9585 6060 or visit their website at www.planning.nsw.gov.au/CPCP.

In respect of matters beyond the control and/or responsibility of Council, information provided is provided only to the extent that Council has been so notified by the relevant Authorities or Departments, which have responsibility for the administration of the particular status referred to. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

*This certificate was generated automatically under the delegated authority of the Manager
Sustainable Growth*

WOLLONDILLY SHIRE COUNCIL

The information contained in this certificate can be discussed with Council's Duty Planner by appointment, Monday to Friday between the hours of 8:30am and 3:00pm, by telephoning (02) 4677 1100 or by making a booking via the online Duty Planner booking system - <https://dutyroster.wollondilly.nsw.gov.au/>. Please note that appointments are limited to 15 minutes.

Notice to Purchasers of Rural Land

Wollondilly Shire Council supports the rights of persons in rural areas of the Shire to undertake and pursue agricultural production activities that are consistent with land capability and use reasonable and practical measures to avoid environmental harm and minimise impact to adjoining land users.

Intending purchasers are advised that agricultural production can include the following activities that may have implications for occupiers and prospective purchasers of rural land:

Use of agricultural machinery (tractors, chainsaws, motorbikes)

Use of bird-scare devices

Intensive livestock production (cattle feedlots, poultry farms, piggeries, restricted dairies)

Operation of rural industries (packing sheds, abattoirs, stock and sale yards, sawmills)

Vegetation clearing

Grazing of livestock

Crop and fodder production

Soil cultivation

Crop harvesting

Use of firearms

Bushfire hazard reduction burning

Construction of firebreaks

Earthworks (construction of dams, drains, contour banks, access roads and tracks)

Fencing

Pumping and irrigation

Use of pesticides and herbicides

Spreading of manure, compost and treated effluent

Fertiliser usage

Slashing and mowing of grass

Production of silage

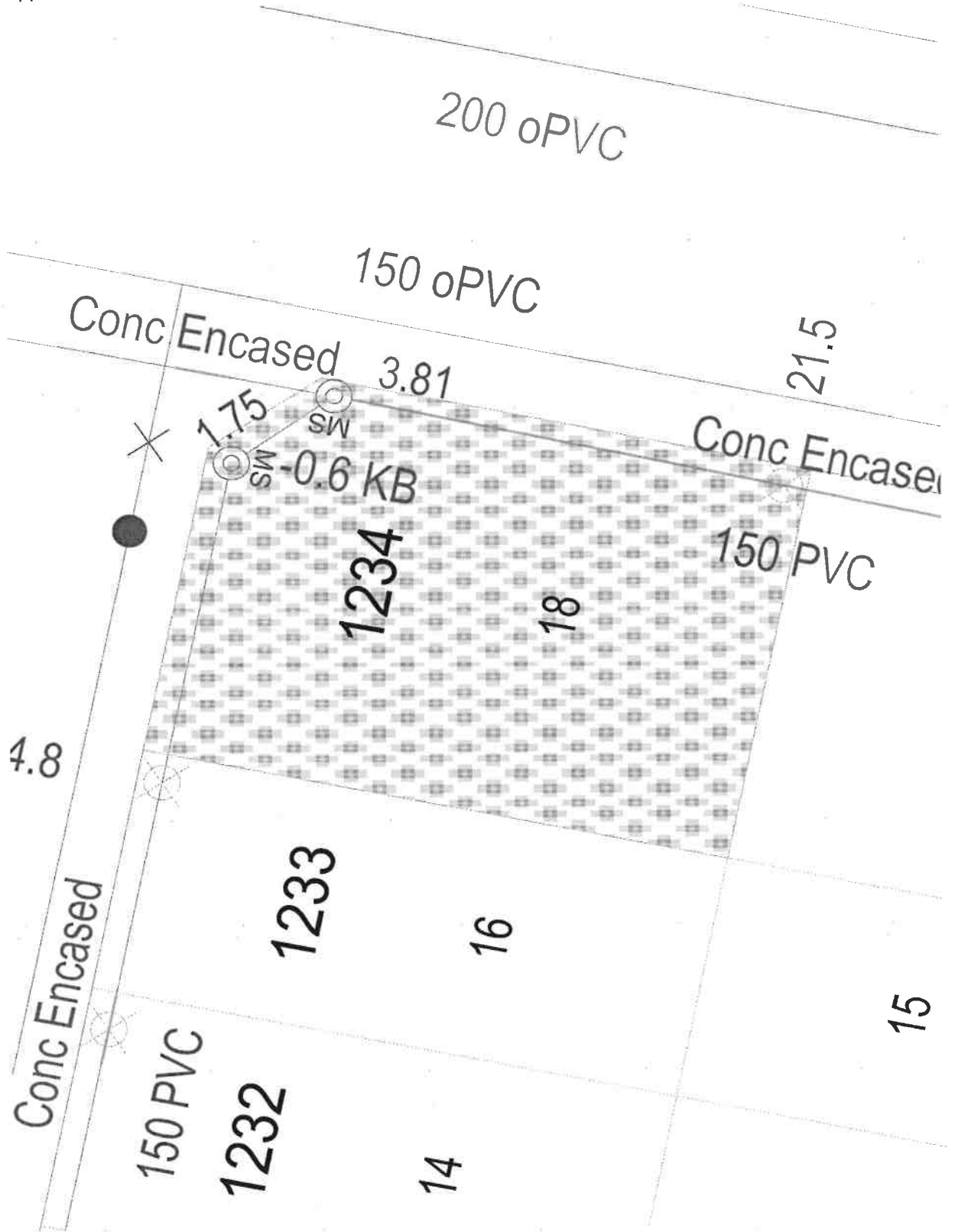
Re-vegetation activities (planting trees and shrubs)

Agroforestry

Livestock droving on roads

This is not an exhaustive list and intending purchasers of rural land should assess surrounding agricultural land uses and the impact these activities may have when being pursued in close proximity their proposed purchase. If you think these types of activities will affect your ability to live in a rural locality then intending purchasers are advised to reconsider their purchase and seek independent advice. This notice is not intended to affect the rights of individuals to take action under the common law or legislation and is provided for information purposes only.

Service Location Print
Application Number: 8003791663



Document generated at 09-10-2024 02:41:56 PM

Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

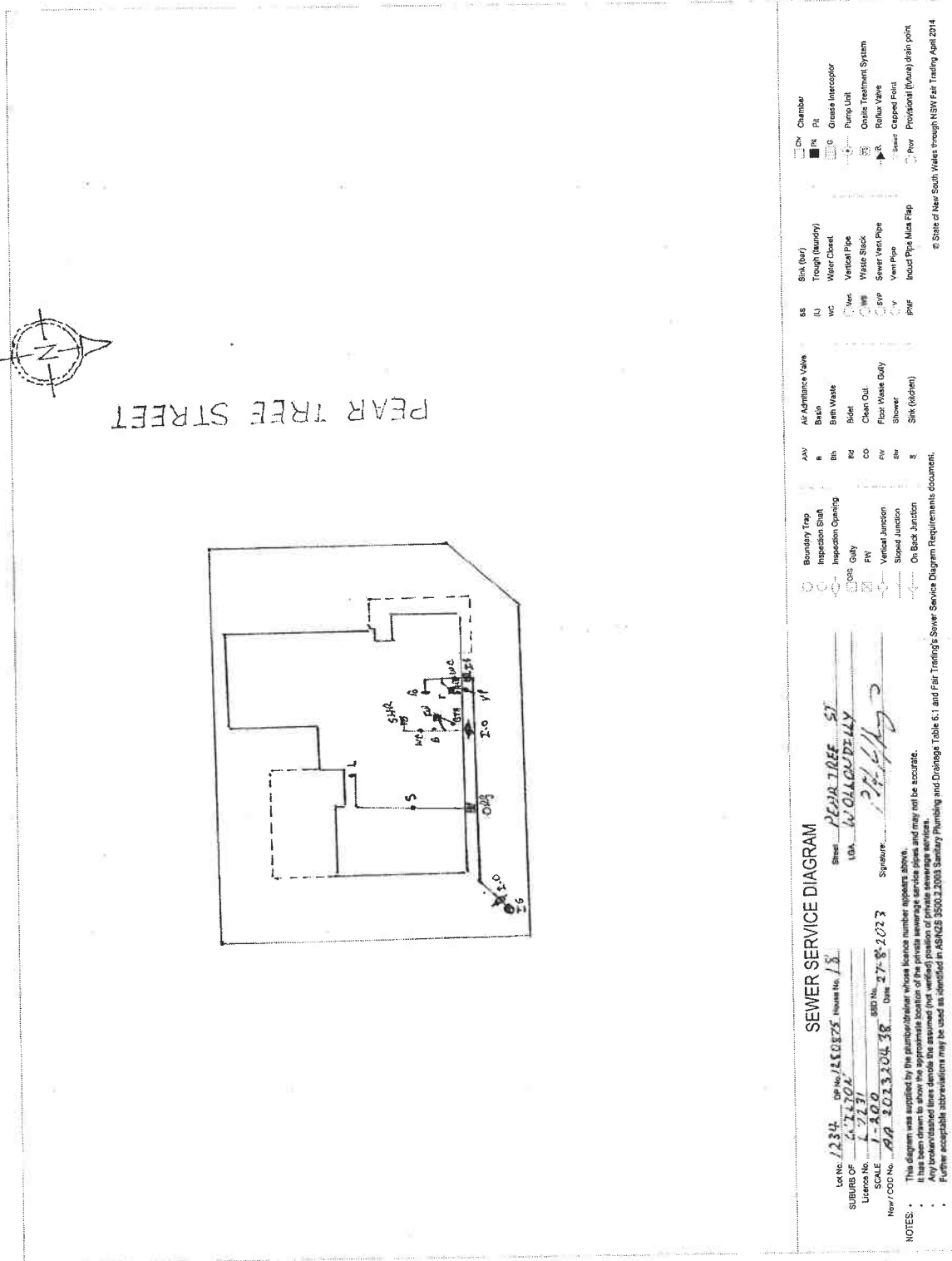
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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.

Sewer Service Diagram

Application Number: 8003791662



SEWER SERVICE DIAGRAM

Lot No. 1234 Op. No. 123456789 House No. 123
 SUBURB OF 4-7-702
 License No. 1-2-3
 New / COD No. 123456789 Date 27-08-2023

Sheet PEAR TREE ST
 LGA WILSHIRE
 Signature: [Signature]

This diagram was supplied by the plumber/contractor whose license number appears above.
 It has been examined and the position of the private sewerage service pipes and may not be accurate.
 Any sewerage lines shown are assumed (not verified) position of private sewerage services.
 Further acceptable abbreviations may be used as identified in AS/NZS 3500.1:2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

AAV a bh kd co fiv sh	Air Admittance Valve Bath Bidet Clean Out Floor Waste Gully Shower Sink (Kitchen)	BS (U) wc Ver WSP CVP VWP PWP	Sink (bar) Trough (laundry) Water Closet Vertical Pipe Waste Stack Sewer Vent Pipe Vent Pipe Inlet Pipe, Man Flap	Chamber Pit G P R Basic Provisional (Waste) drain point
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A C C R E D I T E D
Building Certifiers

Occupation Certificate

Issued under the Environmental Planning and Assessment Act 1979
 and the Environmental Planning and Assessment (Development
 Certification and Fire Safety) Regulation 2021

Certificate 893/23

Premises Lot No: 1234
 18 Pear Tree Street Wilton

Applicant Peter Zuiderwyk & Stephanie Carpenter

Description of Development Dwelling House

Certificate

I Accredited Building Certifiers (NSW) Pty Ltd, certify that

- Where the certificate is for a part of a new building or partially completed building - the health and safety of the occupants of the building have been considered.
- A current development consent is in force with respect to the building.
- Where building work has been carried out - a current construction certificate has been issued in relation to the building work plans and specifications.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- fire safety certificate has been issued, if a fire safety schedule was required under Part 10.
- report from the Fire Commissioner has been considered, if required.

Principal Certifier Accredited Building Certifiers (NSW) Pty Ltd

Registration No RBC14

Contact No 02 4229 5309

Address 28 Auburn Street Wollongong

Date 19/03/2024

Signed:

Steven Witheridge BDC0444





Occupation Certificate

Issued under the Environmental Planning and Assessment Act 1979
and the Environmental Planning and Assessment (Development
Certification and Fire Safety) Regulation 2021

Occupation Certificate No

893/23

Applicant

Peter Zuiderwyk & Stephanie Carpenter

Address

C/- McDonald Jones Homes Oak Flats NSW 2529

PO Box 275

Contact No

42306853

Owner

Name

Peter Zuiderwyk & Stephanie Carpenter

Address

3/9 High Street Woonona NSW 2517

Contact No

04106276969

Subject Land

Address

18 Pear Tree Street Wilton 2571

Lot No

1234

DP No:

1280875

Development Consent No.

DA/2023/412/1

Date of Determination

3/06/2023

Description of Development

Dwelling House

Construction Certificate No.

893/23

Date of Issue

8/06/2023

Building Details

Whole or Part of building	Whole
Use	Residential
BCA Class	1a
New/Existing	New

Date of Receipt

6/06/2023

Determination

Type of certificate

Occupation Certificate

Approved / Refused

Approved

Date of Determination

19/03/2024

Attachments

- ~~Reason(s) for refusal~~
- ~~Final Fire Safety Certificate or Interim Fire Safety Certificate~~

Certificate in respect of insurance for residential building work

Policy No: HBCF23034420

Policy Date: 23/06/2023

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	H01 - New Dwelling Construction
Description of construction as advised by builder^	Dwelling
At	18 Pear Tree Street Wilton New South Wales 2571
Site plan number^	NA
Site plan type^	NA
Homeowner	Peter Zuiderwyk & Stephanie Carpenter
Carried out by	Mcdonald Jones Homes Pty Ltd
Licence number	41628
Builder job number^	403551
Contract amount^	\$399,510.00
Contract date^	05/05/2021
Premium paid	\$2,477.76
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small>	\$2,970.84

^Additional Information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF23034420

Issued on: 23/06/2023


Nathan Agius, General Manager, Underwriting IfNSW & HBCF
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.