

Contract for the sale and purchase of land - 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|--|---|---------------------|
| vendor's agent | | phone fax ref |
| co-agent | | |
| vendor | | |
| vendor's solicitor | | phone fax ref |
| date of completion | 42nd day after the contract date (clause 15) | |
| Land (address, plan details and title reference) | 2 ISABEL LANE, WILTON Registered Plan: Lot 961 in Deposited Plan 1280874 Folio Identifier 961/1280874 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input 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 checked="" type="checkbox"/> other: Vacant Land | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or 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 | | | | phone |
| <input type="checkbox"/> solicitor | | | | fax |
| <input type="checkbox"/> conveyancer | | | | ref |
| price | \$ | | | inclusive of GST |
| 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

GST AMOUNT (optional) The price includes GST.

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

Choices

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

Nominated Electronic Lodgment Network ELN (clause 4) PEXA

Manual transaction (clause 30) NO yes

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

Parties agree that the deposit be invested (clause 2.9) NO yes

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*: NO yes (if yes, vendor must provide further details)
(GST residential withholding payment)

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: Bell River Homes Pty Ltd Superannuation Fund

Supplier's ABN: 30 071 433 930

Supplier's GST branch number (if applicable):

Supplier's business address: Level 2, 2 Burbank Place, Baulkham Hills NSW 2153

Supplier's representative: david.sandeman@bellriverhomes.com.au

Supplier's contact phone number: (02) 8858 6100

Supplier's proportion of *GSTRW payment*: Whole

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

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

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

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

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

List of Documents

| | |
|---|---|
| <p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p> | <p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement – off the plan contract</p> <p><input type="checkbox"/> 59 other documents relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60 Other: Not Applicable</p> |
| <p>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number</p> | |

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:**

| | |
|---|--|
| 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 | 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 |
|---|--|

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</i> by a <i>party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 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> ; |

| | |
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| <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.

2 ISABEL LANE WILTON NSW 2571

Special Conditions

1 Definitions & Interpretation

1.1 Interpretation

In the event of any inconsistency between the terms of these Special Conditions and the Printed Clauses these Special Conditions will apply to the extent of any inconsistency, including with respect to any defined terms.

1.2 Amendments to Printed Clauses

The Printed Clauses are amended as follows:

- (1) Printed Clause 4.3 is amended by deleting the words “using the nominated ELN, unless the parties otherwise agree” with the words “using Property Exchange Australia Limited (PEXA) as the nominated ELN.”
- (2) Printed Clause 7.1.1 is deleted.
- (3) In Printed Condition 7.1.3 replace the words “14 days” with the words “7 days”.
- (4) Printed Clause 8.1.1 is amended by deleting the words “on reasonable grounds”.
- (5) Printed Clause 8.1.2 is amended by deleting the words “and those grounds”.
- (6) Printed Clauses 10.1.8 and 10.1.9 is amended by replacing the word “substance” with the word “existence”.
- (7) Printed Clause 14.4.2 is deleted.
- (8) Printed Clause 20.6.8 is deleted.
- (9) Printed Clause 30.4 is deleted and replaced with:

“The Purchaser acknowledges that it is a fundamental condition of this Contract that the Vendor will transfer title only to the Purchaser. The Purchaser is not entitled to require the Vendor to transfer the Property by direction to another person, including but not limited to, a subsequent purchaser from the Purchaser. The Purchaser may not make any Claim in relation to anything contained in this clause 30.4.”

1.3 Definitions

The following definitions apply to terms used in these Special Conditions:

- Authority** means (as appropriate) any:
- (1) federal, state or local government; or
 - (2) department of any federal, state or local government; or
 - (3) any court or administrative tribunal; or
 - (4) statutory corporation or regulatory body.
- Claim** means:
- (1) against any person any allegation, action, demand, cause of action, suit, proceeding, judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or

unascertained, actual or contingent whether at law, in equity, under statute or otherwise; or

- (2) a party doing any of the following in relation to this Contract or any matter arising from it:
- (a) seeking to rescind this Contract;
 - (b) seeking to delay Completion; or
 - (c) taking, making or raising any objection or requisition or claim for loss, damage or compensation or other relief.

| | |
|---------------------------|---|
| Completion | means completion of this Contract. |
| Completion Date | means the completion date as set out in the Contract. |
| Contract | means this Contract. |
| Deposit | means the deposit payable under this Contract as set out in the Particulars. |
| Deposit Holder | means the Vendor's Solicitor as set out in the Particulars. |
| Encumbrance | means an interest or power: <ul style="list-style-type: none">(1) reserved in or over an interest in any asset; or(2) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or(3) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation. |
| | Encumber means to grant an Encumbrance. |
| Particulars | means the particulars set out on page 1 of this Contract. |
| Printed Clauses | means the standard printed clauses adopted by the Law Society of New South Wales and the Real Estate Institute of New South Wales (from time to time) and that form part of this Contract. |
| Property | means the land and improvements (if any) subject to this Contract. |
| Purchase Price | means the purchase price for the Property set out in the particulars. |
| Purchaser | means the Purchaser under this Contract as set out in the particulars. |
| Special Conditions | means these special conditions. |
| Services | means any existing or proposed water, sewerage, drainage, gas, electricity, telecommunications and other similar installations, services and infrastructure relative to such services. |
| Vendor | means the Vendor under this Contract as set out in the particulars. |

2 Deposit

2.1 Deposit less than 10%

- (1) The Vendor requires the Purchaser to pay the full amount of the Deposit on the date of this Contract.
- (2) If requested by the Purchaser the Vendor may agree to accept the payment of the Deposit by way of installments as agreed between the parties.
- (3) If paragraph (2) applies:
 - (a) so much of the Deposit not paid by the Purchaser on the date of this Contract is a liquidated debt due and payable by the Purchaser to the Vendor; and
 - (b) that debt must be repaid to the Vendor on the earlier of:
 - (i) the Vendor becoming entitled to the Deposit under this Contract; and
 - (ii) Completion.

3 Adjustment of Outgoings

If there is any error in the adjustment of outgoings required to be made on Completion then:

- (1) either party may, within thirty (30) business days of Completion, serve on the other party a notice setting out the correct calculation of the adjustment and the amount required to rectify the error; and
- (2) the other party must pay any amount required to be paid to rectify the error within thirty (30) business days of being requested to do so by the other party.

4 Interest and Notice to Complete

4.1 Interest

In the event that the Purchaser does not complete the Contract on the Completion Date, it is an essential term of this Contract that the Purchaser must pay to the Vendor interest calculated at the rate of ten per cent (10%) per annum in addition to the Purchase Price:

- (1) on the unpaid balance of the Purchase Price from the date which is the later of the Completion Date and the date on which the Vendor is ready willing and able to complete this Contract; and
- (2) calculated daily and compounded monthly.

4.2 Exception

The Purchaser is not required to pay interest under Special Condition 4.1 for the period after the Completion Date that the Purchaser is ready, willing and able to Complete but the Vendor is not.

4.3 Notice to Complete

If Completion does not take place by the Completion Date then:

- (1) the Vendor or Purchaser may, upon expiration of the time for completion, issue a notice to complete making the time for completion, in accordance with such notice, of the essence of this Contract; and

-
- (2) a period of fourteen (14) days following the date of service upon the Vendor, Purchaser or its solicitors (as applicable) of any such notice to complete is to be deemed to be a reasonable time for completion pursuant to that notice; and
 - (3) where the Vendor issues a notice to complete the Purchaser must, in addition to any other money payable in accordance with the terms of this Contract, pay an amount of \$450.00 (plus GST) as an adjustment on Completion and as reimbursement of the Vendor's legal costs in having the notice to complete prepared and served.

5 Agent

5.1 Warranty

The Purchaser warrants that it was not introduced to the Vendor or to the Property by any agent or employee of an agent other than the agent, if any, set out in the particulars.

5.2 Indemnity

- (1) If:
 - (a) the warranty set out in Special Condition 5.1 is breached; and
 - (b) as a result of that breach the Vendor is liable for the payment of any agent's commission arising from this Contract other than to the agent set out in the particulars, then

the Purchaser indemnifies the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission.

- (2) If the Purchaser must pay the Vendor any amount under Special Condition 5.2(1) then the amount paid will be deemed to be in addition to the Purchase Price.

6 No Representations

6.1 General

Subject to the provisions of Section 52A of the *Conveyancing Act 1919* (NSW) the Purchaser acknowledges that:

- (1) it has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract; and
- (2) it has made all such enquires and investigations as he deems appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

6.2 Specific

The Purchaser further acknowledges that the Vendor, nor any person on its behalf has made any representation, promise or warranty as to:

- (1) any past or future income derived from the Property; or
- (2) the suitability of the Property for any particular purpose.

7 Encumbrances

- (1) The Purchaser is not entitled to require that any Encumbrance registered on the title of the Property be removed prior to Completion.
- (2) On Completion the Vendor will:

-
- (a) provide to the Purchaser any form required to remove an Encumbrance from the title of the Property in registrable form; and
 - (b) will allow the cost of registration associated with any form provided under Special Condition as an adjustment to the Purchase Price.

8 Disclosure and Purchaser claims

8.1 Entire Agreement

This Contract contains the entire agreement between the parties in relation to the Property, notwithstanding:

- (1) any negotiations or discussions held between the parties, their representatives or agents; and
- (2) the terms of any sales brochures or other documents issued prior to the execution of this Contract.

8.2 Purchaser acknowledgements

- (1) The Purchaser acknowledges that:
 - (a) it has inspected the subject Property and satisfied itself as to the state and condition of the Property prior to execution of this Contract; and
 - (b) in reliance on the inspection the Purchaser accepts the Property in its present state and condition including any defects.
- (2) Without limiting the effect of paragraph (1), the Purchaser will make no objection, requisition or Claim in respect of the any matter or thing arising from this Special Condition 8.2 and the Vendor is not obliged to make any renovation or reparation in respect of any defect.

8.3 No warranty as to documents

- (1) The Vendor does not warrant the accuracy or completeness of the matters set out in the documents attached to this Contract or referred to in these Special Conditions.
- (2) The Purchaser cannot make any Claim because of any:
 - (a) matter disclosed or described in this Contract; or
 - (b) document attached to this Contract is incomplete or inaccurate.

8.4 State and condition of Property

The Purchaser accepts the Property in its present state and condition and acknowledges that they have made all such enquires and investigations as they deem appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

9 Services

9.1 Property subject to Services

- (1) Subject to the provisions of the *Conveyancing (Sale of Land) Regulation 2022* (NSW) and any term, condition, representation, warranty or provision of this Contract made by or on behalf of the Vendor expressed in this Contract, the Purchaser is purchasing the Property and will take title to the Property subject to the existence of Services as at Completion.
- (2) No Claim may be made by the Purchaser in relation to any matter or thing referred to in paragraph (1) provided that the existence or non-existence of any Service or the granting of any easements,

restrictions on use and positive covenants do not have a substantial detrimental effect on the Property.

9.2 Limitations on Claims

The Purchaser may not make any Claim:

- (1) whether or not the Property is subject to or built over (with or without the consent of any Authority) any Service;
- (2) whether or not the Property has the benefit of any rights or easements in respect of any Service or mains, pipes or connections for any Service;
- (3) in respect of any defects in any Service;
- (4) if any underground or surface stormwater drain passes through or over the Property;
- (5) should any manhole, vent or substation be on the Property; or
- (6) for any Service constructed between the date of this Contract and Completion, provided notice of it has been given to the Purchaser before Completion.

10 Claim for compensation

Any claim for compensation whether under Printed Clause 7 or otherwise is to be deemed to be a requisition for the purposes of Printed Clause 1.

11 Notices

11.1 Period of Notice

The parties acknowledge that a period of fourteen (14) days is a sufficient period for any notice issued under or pursuant to the provisions of this Contract.

11.2 Method of Service

In addition to the provisions of Printed Clause 20, service of any document under or relating to this Contract may be effected on a party or that party's solicitor:

- (1) if addressed to that party or to that party's solicitor at the respective addresses set out in the Particulars and posted by ordinary pre-paid post in which case service will be deemed to have been effected on the second business day following the date of posting;
- (2) if sent by facsimile transmission to the address shown on the letterhead or elsewhere of that party and/or that party's solicitor as being set aside for the transmission of or receipt of facsimile transmissions; and
- (3) if sent by email to the email address of that party and/or that party's solicitor set out in the Particulars.

11.3 Time for Service by Facsimile

Any notice served by facsimile transmission in accordance with Special Condition (2), in the absence of proof to the contrary, will be deemed to have been received by the party to whom it was sent on the date of dispatch provided that:

- (1) the recipient's acknowledgment of receipt appears on the sender's copy of the notice, or on the activity record print out of the sender's machine, or the activity record print out of the sender's machine shows a successful transmission of any appropriate size document to the recipient's facsimile machine on the date indicated in the print out; and

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- (2) if the time of dispatch is later than 5.00pm in the place to which such facsimile transmission is sent it will be deemed to have been received at the commencement of business on the next business day in that place.

11.4 Time for Service by email

Any notice served by email in accordance with Special Condition 11.2(3) in the absence of proof to the contrary, will be deemed to have been received by the party to whom it was sent on the date of the email being sent provided that:

- (1) the sender does not receive a delivery failure message from the sender's internet service provider within a period of twenty-four (24) hours of the email being sent; and
- (2) if the time of sending is later than 5.00pm in the place to which the email is sent, it will be deemed to have been received at the commencement of business on the next business day in that place.

12 Non-Merger

Any term of this Contract which may operate after Completion does not merge on Completion.

13 Rescission of Contract

If a party is entitled to rescind this Contract the provisions of Printed Clause 19 apply to that rescission.

14 Requisitions on title

- (1) The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make under Printed Clause 5 are in the form attached as **Annexure 1 (Requisitions)**.
- (2) The Requisitions are deemed to be served the next business day after the date of this Contract.
- (3) The Purchaser may not make any Claim in respect of any answer to the Requisitions.

15 Settlement Default

If the Purchaser cancels settlement after appropriate arrangements have been made for Completion to take place, the Purchaser must, in addition to any other money payable in accordance with the terms of this Contract, pay an amount of \$150.00 (plus GST) as an adjustment on Completion for each cancellation.

16 Fencing

- (1) The Purchaser:
 - (a) cannot require the Vendor to erect or contribute to the cost of the erection of any dividing fencing or retaining wall works between the Property and any land adjoining it owned by the Vendor; and
 - (b) must ensure that any transferee of the Property cannot make a claim against the Vendor in relation to such cost.
- (2) This Special Condition does not merge on Completion.

17 Counterparts and Electronic Signature

17.1 Vendor Disclosure

This Contract may be executed:

-
- (1) in a number of counterparts and all the counterparts together make one instrument; and/or
 - (2) electronically by both parties using DocuSign or by exchanging electronic copies of original signatures on this Contract.

17.2 Validity of Contract

- (1) This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
- (2) The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- (3) The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not make a Claim because of anything contained in this clause.

17.3 Compliance with Electronic Transactions Act 2000 (NSW)

The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and any terms and conditions of DocuSign, in relation to the execution of this Contract.

18 Re-sale Deed

- (1) For the purposes of this Special Condition:
 - (a) **Original Owner** means Country Garden Wilton East Pty Limited (ACN 617 612 334).
 - (b) **Re-sale Deed** means the Re-Sale Deed to be entered into between the Purchaser and the Original Owner with respect to the Property and on terms acceptable to the Original Owner, a draft version of which is attached to this Contract.
- (2) The Purchaser must provide to the Vendor a Re-sale Deed executed by the Purchaser (in triplicate) with respect to the Property on terms acceptable to the Original Owner, at least seven (7) days prior to Completion.
- (3) If the Purchaser fails to comply with this Special Condition 18, the Purchaser will be in breach of an essential term of this Contract.

19 Design Guidelines

- (1) For the purposes of this Special Condition, **Design Guidelines** means the design guidelines attached to this Contract, as amended from time to time.
- (2) The Purchaser acknowledges that the Design Guidelines will apply and that the Purchaser must comply with the Design Guidelines.
- (3) This Special Condition 19 does not merge on Completion.

20 No sale or transfer without Vendor's consent

- (1) The Purchaser must not:
 - (a) transfer, sell, enter into or purport to enter into any agreement to transfer or sell the Property, or any interest in the Property, to any person at any time on or prior to Completion of this Contract without the consent of the Vendor.
 - (b) at any time prior to Completion, erect signage including "For Sale" signage on the Land

or the Property without the prior consent of the Vendor.

- (2) The Vendor's consent under Special Condition 20 may be withheld, granted conditionally or granted unconditionally, in the Vendor's absolute discretion.

21 GST Residential Withholding

21.1 When this Special Condition applies

This Special Condition 21 only applies if subdivision 14-E of Schedule 1 of the *Taxation Administration Act 1953* (Cth) (**TA Act**) applies to the sale of the Property.

21.2 Definition

Any term used in this Special Condition 21 that is defined is to have the same meaning as set out in the Printed Clauses or the TA Act (as the case may be).

21.3 Residential Withholding Payment

The parties acknowledge and agree that:

- (1) the Vendor is deemed to have satisfied its obligations under the TA Act to serve written notification to the Purchaser by completing the tax information in the Contract (if applicable);
- (2) the Purchaser has received written notification that it will be required under the TA Act to make a residential withholding payment (**GSTRW Payment**) under this Contract on or before Completion;
- (3) provided the Purchaser has complied with its obligations under this Contract, the parties will adjust the balance payable by the Purchaser to the Vendor on Completion to allow for the GSTRW Payment; and
- (4) the Purchaser must strictly deal with the GSTRW Payment in accordance with this Special Condition 21.

21.4 Purchaser Warranty

The Purchaser warrants that it will comply with the obligations imposed upon it pursuant to the TA Act, including but not limited to:

- (1) completing and submitting the required:
 - (a) GST property settlement withholding notification form in accordance with section 16-150(2) of Schedule 1 of the TA Act (**Form 1 Notice**) via the electronic platform provided by Property Exchange Australia Limited (**PEXA**); and
 - (b) GST property settlement date confirmation form required to be submitted on Completion of this Contract via PEXA (**Form 2 Notice**); and
- (2) payment of the GSTRW Payment to the Australian Taxation Office by the required date.

21.5 Payment of GSTRW Payment

- (1) Unless otherwise agreed in writing by the parties, the Purchaser must pay the GSTRW Payment by electronic funds transfer to the account nominated by Australian Taxation Office through PEXA on Completion.
- (2) The Purchaser must submit to the Commissioner of Taxation a Form 1 Notice via PEXA as soon as reasonably practicable.
- (3) The Purchaser will provide any other information reasonably requested in writing by the Vendor

that it requires to meet any obligations under the TA Act.

21.6 Delay Settlement

If the Purchaser does not comply with this Special Condition, then the Vendor may delay Completion and charge interest in accordance with this Contract, until such time the Purchaser has complied with its obligations under this Special Condition 21.

22 Personal Guarantee

22.1 When this Special Condition applies

This Special Condition 22 only applies where the Purchaser is a corporation, other than a corporation listed on the Australian Stock Exchange.

22.2 Guarantor

For the purposes of this Special Condition, **Guarantor** means the director/s of the Purchaser.

22.3 Personal guarantee

- (1) In consideration of the Vendor entering this Contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:
 - (a) the payment of all money payable by the Purchaser under this Contract; and
 - (b) the performance of all the Purchaser's other obligations under this Contract.
- (2) The Guarantor also:
 - (a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract; and
 - (b) must pay on demand from the vendor any money due to the Vendor under this indemnity.
- (3) The Guarantors, if more than one person and/or entity, are hereby jointly and severally liable with the Purchaser to the Vendor for:
 - (a) the Purchaser's performance of its obligations under this Contract; and
 - (b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- (4) Until the Vendor has received all money payable to it under this Contract and the Purchaser and Guarantor have performed all of their obligations under this Contract, neither the Purchaser nor the Guarantor may:
 - (a) claim or receive the benefit of any dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up of a company or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
 - (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the Vendor;

unless the amount to which the Vendor is entitled will not otherwise be reduced as a result.

-
- (5) The Guarantor must pay the Vendor, on written demand by or on behalf of the Vendor, all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this Special Condition 22.
- (6) The Guarantor's obligations hereunder are not affected if:
- (a) the Vendor releases or enters into a composition with the Purchaser or a Guarantor if there be more than one Guarantor; and/or
 - (b) a payment made to the Vendor is later avoided; and/or
 - (c) the Vendor assigns or transfers the benefit of this Contract to another or others.
 - (d) If the vendor assigns or transfers the benefit of this Contract, the Guarantor hereby acknowledges and agrees that the transferee receives the benefit of the Guarantor's obligations under this Special Condition 22.
- (7) The Guarantor's obligations under this Special Condition 22 are not released, discharged or otherwise affected by:
- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release (including a release as part of a novation) or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
 - (f) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
 - (g) the winding-up of the Purchaser; or
 - (h) the death of any Guarantor.
- (8) The Guarantor guarantees to the Vendor the payment of all money due by the purchaser to the Vendor on the dates specified in the Contract and the Guarantor must pay that money to the Vendor on the due dates as set out in the Contract.

Executed by Guarantor in the presence of:

Witness (Signature)

Guarantor (Signature)

Name of Witness (Print Name)

Annexure 1 – Requisitions on Title

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
 - (i)
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoing referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all

- current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

- (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 24.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the Property?
25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

33. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.

Re-Sale Deed

Deed of Consent to Sale after Completion

Country Garden Wilton East Pty Ltd 617 612 334 (Vendor)

**Sandeman Investments Pty Limited ACN 117 138 379
(Purchaser)**

(Subsequent Purchaser)

Lot , Wilton Greens 990 Picton Road Wilton NSW 2571

大成 DENTONS

77 Castlereagh Street
Sydney NSW 2000
Australia
T +61 2 9931 4999
F +61 2 9931 4888

Deed of Consent to Sale after Completion

Dated

Parties

1. **Country Garden Wilton East Pty Ltd ACN 617 612 334 (Vendor)**
2. **Sandeman Investments Pty Limited ACN 117 138 379 (Purchaser)**
3. **Quinn Calcopietro, 8 Oldbury Place, West Hoxton NSW 2171 (Subsequent Purchaser).**

Background

- A. The Vendor and Purchaser entered into the Contract for Sale for the Property dated XX.
- B. The Purchaser has requested the Vendor's consent to an on-sale of the Property following completion in accordance with clause 55.3 of the Contract for Sale.
- C. The Vendor has consented to the on-sale on the terms of this deed.

Operative provisions

1. Defined meanings

1.1 Definitions

In this deed unless the context otherwise requires:

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

Contract for Sale means the contract between the Vendor and the Purchaser dated 14 October 2020

Property means Lot in Deposited Plan , 990 Picton Road, Wilton NSW 2571.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).

1.2 Interpretation

In this deed unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;

- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this deed includes its successors and permitted assigns;
- (g) any reference to any agreement or document includes that agreement or document as amended at any time;
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (i) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (j) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this deed means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- (k) when a thing is required to be done or money required to be paid under this deed on a day which is not a Business Day, the thing must be done and the money paid on the immediately preceding Business Day.

2. Consent

Subject to:

- (a) Compliance with clauses 3 and 4;
- (b) The terms of the sale to the Subsequent Purchaser not changing from those disclosed to the Vendor,

the Vendor consents to the Purchaser entering into a contract for sale between the Purchaser and the Subsequent Purchaser for the sale of the Property to settle subsequent to settlement of the Contract for Sale with the Vendor.

3. Subsequent Purchaser covenants

The Subsequent Purchaser covenants with the Vendor to:

- (a) comply with clauses 65 to 68 (inclusive) of the Contract for Sale from the time the Subsequent Purchaser completes the purchase of the Property, the contents of which are extracted in Annexure A to this deed; and
- (b) procure any transferee of the Subsequent Purchaser to enter into a deed with the Vendor on the same terms as this deed if the Subsequent Purchaser transfers the Property to a further transferee prior to having complied with clauses 65 to 68 (inclusive).

4. Purchaser Covenants

- (a) The Purchaser must pay to the Vendor on completion the compliance bond referred to in clause 67 of the Contract for Sale. Upon the Subsequent Purchaser paying the equivalent compliance bond to the Vendor the Vendor will refund the compliance bond paid by the Purchaser to the Purchaser.
- (b) The Purchaser must pay the Vendor's costs of preparing and entering into this deed being \$600 plus GST.

5. General provisions

5.1 GST

- (a) Except as expressly reserved by this Deed, if GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to this document, the recipient must pay to the supplier an amount (**GST Amount**) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as the net consideration for the supply.
- (b) If a party is required to make any payment or reimbursement, that payment or reimbursement must be reduced by the amount of any input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.
- (c) This clause is subject to any other specific agreement regarding the payment of GST on supplies.

5.2 Notices

- (a) Any notice to or by a party under this Deed must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- (b) Any notice may be served by delivery in person or by post or transmission by facsimile to the address or number of the recipient most recently notified by the recipient to the sender.
- (c) Any notice is effective for the purposes of this Deed on delivery to the recipient or production to the sender of a facsimile transmittal confirmation report before 4.00pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00am on the next Business Day following delivery or receipt.

5.3 Governing law and jurisdiction

- (a) This Deed is governed by and construed under the law in the State of New South Wales.
- (b) Any legal action in relation to this Deed against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each party by execution of this Deed irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

5.4 Amendments

Any amendment to this Deed has no force or effect, unless effected by a Deed executed by the parties.

5.5 Third parties

This Deed confers rights only on a person expressed to be a party, and not on any other person.

5.6 Pre-contractual negotiation

This Deed:

- (a) expresses and incorporates the entire agreement between the parties in relation to its subject-matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject-matter or any term of that agreement.

5.7 Further assurance

Each party must execute any document and perform any action necessary to give full effect to this deed, whether before or after performance of this Deed.

5.8 Continuing performance

- (a) The provisions of this Deed do not merge with any action performed or document executed by any party for the purposes of performance of this Deed.
- (b) Any representation in this Deed survives the execution of any document for the purposes of, and continues after, performance of this Deed.
- (c) Any indemnity agreed by any party under this Deed:
 - (i) constitutes a liability of that party separate and independent from any other liability of that party under this Deed or any other agreement; and
 - (ii) survives and continues after performance of this Deed.

5.9 Waivers

Any failure by any party to exercise any right under this Deed does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

5.10 Remedies

The rights of a party under this Deed are cumulative and not exclusive of any rights provided by law.

5.11 Severability

Any provision of this Deed which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this Deed or the validity of that provision in any other jurisdiction.

5.12 Counterparts

This Deed may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

Annexure A: Subsequent Purchaser covenants

65. Construction and Design Requirements

65.1 Design Documentation

- (a) The purchaser acknowledges and agrees that:
 - (i) the purchaser has read and understood the Design Guidelines; and
 - (ii) the Design Guidelines may be varied after the contract date.

65.2 Changes to the Design Guidelines

- (a) The purchaser acknowledges and agrees that the vendor may make those changes to the Design Guidelines which the vendor considers necessary or desirable or as otherwise required by any Governmental Agency.
- (b) If there is any change to the Design Guidelines (other than a change that has arisen due to the requirements or preferred changes of any Governmental Agency) relating to:
 - (i) the minimum set back of a building so as to increase that set back for the property;
 - (ii) allowable site coverage on the property, so as to decrease permissible site coverage on the property; or
 - (iii) any other change,

prior to completion, that substantially and detrimentally affects the maximum permissible habitable floor area of a dwelling that could be constructed on the property, the vendor must serve a notice on the purchaser advising of the change, and the purchaser can rescind this contract but only within 10 Business Days of service of that notice, and this time is of the essence.

65.3 Purchaser rights

Subject to special condition 65.2(b), the purchaser must not:

- (a) make any objection, *requisition* or claim for compensation, delay completion *rescind* or *terminate* this contract in relation to; or
- (b) make a claim for damages from or seek to restrain the vendor (or its contractors or agents) from carrying out any of

the matters referred to or disclosed in this clause 65.

66. Construction of a dwelling on the property

66.1 Requirements for construction

- (a) The purchaser must, in accordance with this special condition 66:
 - (i) complete the footings for the dwelling to be constructed on the property on or before the date 18 months after completion;

- (ii) complete construction of the dwelling on the property (including, construction of a driveway and fencing works) within 18 months of commencing the dwelling works (and in any event within 36 months after the completion date); and
 - (iii) complete the landscaping works to the front of the property within 120 days of an Occupation Certificate being issued for the property.
- (b) If the commencement or completion of construction is delayed due to circumstances outside of the control of the purchaser, then the purchaser may apply in writing to the vendor for an extension to the relevant dates in special condition 66.1(a). Such extensions may be granted in the vendor's absolute discretion.

66.2 Approval of plans

- (a) The purchaser must submit all plans and specifications in respect of the works to the property to the Design Review Committee in accordance with the Design Guidelines before the Purchaser applies for any necessary permits from Governmental Agency or building surveyor.
- (b) The purchaser acknowledges and agrees that:
- (i) it must comply with the Design Guidelines in the form as at the completion date;
 - (ii) failure to comply with this special condition 66 is a breach of an essential term which may result in consequences such as forfeiture of the Completion Bond in accordance with special condition 67 and/or a right by the vendor to buy back the property pursuant to the conditions in special condition 68;
 - (iii) where any ambiguity or dispute arises as to the interpretation or meaning of the Design Guidelines, the matter will be determined by the Design Review Committee whose decision is final and binding;
 - (iv) the purchaser has read and understood the Design Guidelines;
 - (v) the Design Review Committee may, but is not obliged to, endorse a development for the property or any other property within the Development Site which varies from the specific requirements of the Design Guidelines provided the general intent of the Design Guidelines are met, in its opinion;
 - (vi) neither the vendor nor the Design Review Committee will be liable to the purchaser in respect of any approval given in accordance with special condition 66.2(b)(v) or the failure of the vendor or Design Review Committee or any other person to enforce the Design Guidelines;
 - (vii) if an endorsement by the Design Review Committee is given with respect to plans for a proposed dwelling on a lot adjoining or in close proximity to the property, the Design Review Committee may (but is not obliged to) take those plans into account in assessing whether the design and construction for the Property comply with the Design Guidelines; and
 - (viii) a design approval of the purchaser's final design drawings and documents by the Design Review Committee does not warrant, imply or in any way suggest that the endorsed development plans comply with the requirements of any Governmental Agency or the planning regime applicable to the property in force at the time of the endorsement.

66.3 Building works

- (a) The purchaser must carry out any building works:
 - (i) in accordance with the terms and conditions of the Design Guidelines and any requirements of the Design Review Committee;
 - (ii) with due diligence; and
 - (iii) in a proper and workmanlike manner.
- (b) The purchaser acknowledges that adjacent property owners or their builders may need to obtain access to the property to carry out or complete building works benefiting adjacent properties. The purchaser agrees that it must not unreasonably withhold consent to an adjacent property owner or their builders obtaining access to the property for the purposes of facilitating completion of adjacent building works.
- (c) The purchaser acknowledges that it may be required to obtain access to an adjacent lot to carry out or complete building works on the property, if such building works are on or near the boundary of the property. No warranty is given by the vendor that such rights will be made available and it is the purchaser's sole responsibility to obtain such rights of access (at its cost).
- (d) If the purchaser breaches the purchaser's obligations imposed under special condition 66.3(a) the purchaser agrees that:
 - (i) damages are an inadequate remedy to the vendor; and
 - (ii) the vendor shall be entitled to seek injunctive relief in respect of that breach.
- (e) The purchaser acknowledges that it is responsible for complying with the requirements of the Work Health and Safety Act 2011 (NSW) after the completion date in relation to the property and the construction of a dwelling on the property.

67. Completion of a dwelling on the Property

67.1 Requirement to provide Completion Bond

The purchaser must on or before the completion date pay \$4,000 to the Vendor in addition to the purchase price (**Completion Bond**).

67.2 Right to drawdown

- (a) Without limiting the vendor's other rights under this contract, if:
 - (i) the purchaser fails to commence or complete construction of the dwelling in accordance with special condition 66.1(a); or
 - (ii) the dwelling does not comply with the Design Guidelines; or
 - (iii) the purchaser, its builder, contractors or invitees cause or contribute to any damage to the Development Site including to any landscaping, road, footpath, guttering, nature strip or other dwelling or lot,

the Vendor may, on 30 days prior notice to the purchaser, draw on the Completion Bond.

- (b) The parties agree that the amount of the Completion Bond represents a genuine pre-estimate of the loss suffered by the vendor due to the purchaser's failure to satisfy its obligations under special condition 66.1(a).
- (c) Subject to the vendor's rights under special condition 67.2, if the purchaser has satisfied all of its obligations under this contract, (including under special condition 67.2(d)), the vendor must return the Completion Bond within six (6) months of issue of an Occupation Certificate for the dwelling on the property.
- (d) The purchaser grants to the vendor (and its contractors, including subcontractors as applicable) a right to access the property (where reasonably necessary) at any time after an Occupation Certificate has been issued for the property, but before the Vendor returns the Completion Bond, to inspect the dwelling and to confirm the purchaser's compliance with the provisions of this contract.

67.3 Purchaser rights

The purchaser must not:

- (a) make any objection, requisition or claim for compensation, delay completion rescind or terminate this contract in relation to; or
- (b) make a claim for damages from or seek to restrain the vendor (or its contractors or agents) from carrying out any of the matters referred to or disclosed in this clause 67.

67.4 Investment of Completion Bond

- (a) The vendor must hold the Completion Bond in a dedicated bank account.
- (b) The purchaser must provide their tax file number to the vendor on or before completion.
- (c) Any interest earned on the money invested under special condition 67.4 (if any, less proper bank and government charges, fees and taxes) will be paid to the party entitled to the Completion Bond.
- (d) The purchaser may not make any claim against the vendor for any taxes deducted from any interest earned on the money invested under special condition 67.4 because of failure of the purchaser to give its tax file number to the vendor.
- (e) The vendor is not liable to the purchaser under any circumstances if withholding tax is deducted from the interest.

68. Right to Purchase

68.1 Application of special condition

- (a) This special condition 68 applies if:
 - (i) the purchaser does not complete the footings for the dwelling to be constructed on the property on or before the date 18 months after the completion date; or
 - (ii) the purchaser does not complete construction of the dwelling on the property including driveway, and fencing works on or before the date 18 months after commencement of the works (and in any event within 36 months after the completion date),

(both dates being the **Construction Date**).

68.2 Vendor's rights

- (a) Subject to special condition 68.2(c), in consideration of the vendor agreeing to enter into this Contract, the purchaser irrevocably grants to the vendor an option to buy back the property from the purchaser for the Consideration (**Option**). The Option is exercisable by the vendor at any time when the purchaser is in breach of the purchaser's obligations under special condition 68.1(a) until construction of a house on the property is completed in accordance with this Contract.
- (b) The Option may be exercised by the vendor by giving to the purchaser or the purchaser's solicitor:
 - (i) a notice signed by the vendor or the vendor's solicitor stating that the vendor is exercising the Option and stating the Consideration (which statement is, in the absence of manifest error, conclusive as to the amount of the Consideration);
 - (ii) An executed contract for sale in the form required under clause 68.7.
- (c) If the Vendor is required to give notice to or obtain approval from the Treasurer under the FIRB Act for the grant of the Option, or for the transfer of the property in circumstances where the Option is exercised, the grant of the Option is conditional on the vendor obtaining such approval on terms satisfactory to the vendor.
- (d) The purchaser acknowledges and agrees that the vendor may lodge a caveat on title to the property in relation to the Option.

68.3 Consideration

The Consideration is the amount "A" in the formula:

$$A = B - C$$

where

A is the Consideration;

B is the current market value of the property as determined by a valuer appointed by the vendor; and

C is the aggregate of:

(A) the stamp duty and registration fee which will be payable by the vendor on a transfer of the Property to the vendor;

(B) an amount nominated by the vendor as likely legal fees and agent's fees expected on a resale of the property;

(C) the cost of the valuation obtained by the vendor; and

(D) all legal and other costs incurred or likely to be incurred by the vendor in exercising its rights under this special condition 68.

68.4 Current market value

The vendor and the purchaser agree that in assessing the current market value of the property, the vendor's valuer must:

- (a) disregard the value of any improvements which do not comply with this contract, the Design Guidelines and/or any development consent;
- (b) take into account the cost to the vendor of converting any improvements on the property to a standard compliant with this contract, the Design Guidelines and/or any development consent;
- (c) take into account the cost to the vendor of:
 - (i) acquiring the right to use the copyright to the design of the improvements;
 - (ii) novating any existing contract entered into by the purchaser in connection with the improvements including settling any outstanding claims or other penalties in connection with that contract; and
 - (iii) acquiring warranties in connection with the completed improvements if warranties are not available from the contractors who carried out those works; and
- (d) have regard to:
 - (i) the deterioration of the property which is likely to have occurred between completion and the date of the transfer of the property to the vendor;
 - (ii) the works which the vendor is likely to be required to undertake to bring the property to a reasonable state of repair;
 - (iii) costs, charges and expenses incurred by the Vendor in connection with the sale of the property to the purchaser including agent's commission and legal costs on an indemnity basis;
 - (iv) the rectification of any part of the improvements which does not comply with any development consent; and
 - (v) the costs which will be incurred by the vendor in completing the improvements (if the vendor chooses to do so).

68.5 Valuation is final and binding

- (a) The current market value attributed to the Property and the improvements by the valuer referred to in special condition 68.4 shall be final and binding on the vendor and the purchaser.
- (b) For the purpose of this special condition 68, the valuer engaged must not be a related body corporate (as defined in the Corporations Act 2001 (Cth) of the vendor or an employee of the vendor.

68.6 Not used

68.7 Form of Option

- (a) The following cooling off period applies to the Option.

Form 2 Cooling off period (purchaser's rights)

1 This is the statement required by section 66ZH of the Conveyancing Act 1919 and applies to an option to purchase residential property.

- 2 The purchaser may rescind the option at any time before 5 p.m. on the fifth business day after the day on which the option was granted, **EXCEPT** in the circumstances listed in paragraph 3.
- 3 There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the option is granted, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66ZF of the Act, or
 - (b) if the option is granted on the same day as the property was offered for sale by public auction but passed in.
- 4 A purchaser exercising the right to cool off by rescinding the option will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser in relation to the option or from any deposit paid in relation to the purchase of the property and the purchaser is entitled to a refund of any balance.

- (b) In addition to the conditions in clause 68.1, the Option cannot be exercised prior to the 43rd day after which this contract is completed.
- (c) The form of contract to be delivered by the vendor pursuant to clause 68.2(b) is as annexed to this contract at Annexure 10, being:
 - (i) A standard form contract for sale comprising the Law Society and Real Estate Institute of NSW standard pages – 2020 edition;
 - (ii) Front pages completed as per this contract but with the vendor as purchaser and the purchaser as vendor;
 - (iii) The price as determined under clause 68.3;
 - (iv) A completion period of 42 days;
 - (v) Nil deposit; and
 - (vi) The same statutory annexures as attached to this contract, with the vendor having the right to update such annexures to reflect the title to the property post registration of the Plan.

68.8 Condition for benefit of the Vendor

- (a) Special conditions 66 and 68 are for the benefit of the vendor only. The vendor can serve a notice or notices on the purchaser at any time waiving or modifying its rights or compliance by the purchaser with specified obligations under special condition 66 or 68.
- (b) The vendor is entitled at its absolute discretion to serve a notice pursuant to special condition 68.7(a). The purchaser will not be entitled to make a claim against the vendor where the vendor waives or modifies similar rights or obligations of another purchaser of a lot in the Plan but the vendor refuses a request by the purchaser for a similar notice under this contract.

Executed as a Deed.

Signed sealed and delivered on behalf of
**Country Garden Wilton East Pty Ltd ACN
617 612 334** by its attorney pursuant to
power of attorney:

Witness

Print name

Print address

Attorney

Name

Signed sealed and delivered on behalf of
**Sandeman Investments Pty Limited ACN
117 138 379** by:

Secretary/Director

Print name

Director

Print name

Signed sealed and delivered by **Sandeman
Investments Pty Limited ACN 117 138 379**

Signature of witness

Name of witness

Address of witness

Occupation of witness

**Signed sealed and delivered by Quinn
Calcopietro:**

Signature of witness

Name of witness

Address of witness

Occupation of witness

Design Guidelines



WILTON GREENS

RESIDENTIAL DESIGN GUIDELINES



LIVE WITH NATURE AT SYDNEY'S GATEWAY

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THE DESIGN GUIDELINES

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INTRODUCTION

We are proud to present Wilton Greens, settled in its own idyllic pocket in the Wollondilly area, Wilton Greens enjoys a natural landscape at the gateway to Sydney.

This unique master-planned community shares a deep connection with the spectacular forests, mountains and a close connection to Campbelltown and Macarthur.

Wilton Greens presents a once in a lifetime opportunity to be a part of a real community created for families, where you are afforded all the advantages of modern living right at your fingertips.



COMMITMENT AND OBJECTIVE

Our communities are aimed at offering a premium lifestyle that positively impacts the lives of those who live there.

Whether it be a master planned house and land estate or an urban apartment complex, our mission is to make each development a place our customers are proud to call home.

Wilton Greens is proudly owned by Risland Australia.

RISLAND

1.0

THE COMMUNITY VISION

Be part of a visionary community that offers the best of modern living and a natural environment.

Strategically designed to be a more sustainable and self-sufficient community, this superior masterplan offers you the convenience of parks, playgrounds, retailers, education, employment and public transport all on your doorstep.

With close to 40% of your neighbourhood being a nature conservation area, Wilton Greens has everything you need for a balanced lifestyle. Wilton Greens will feature eight distinct villages with botanical names inspired by the tree species planted in each of them.

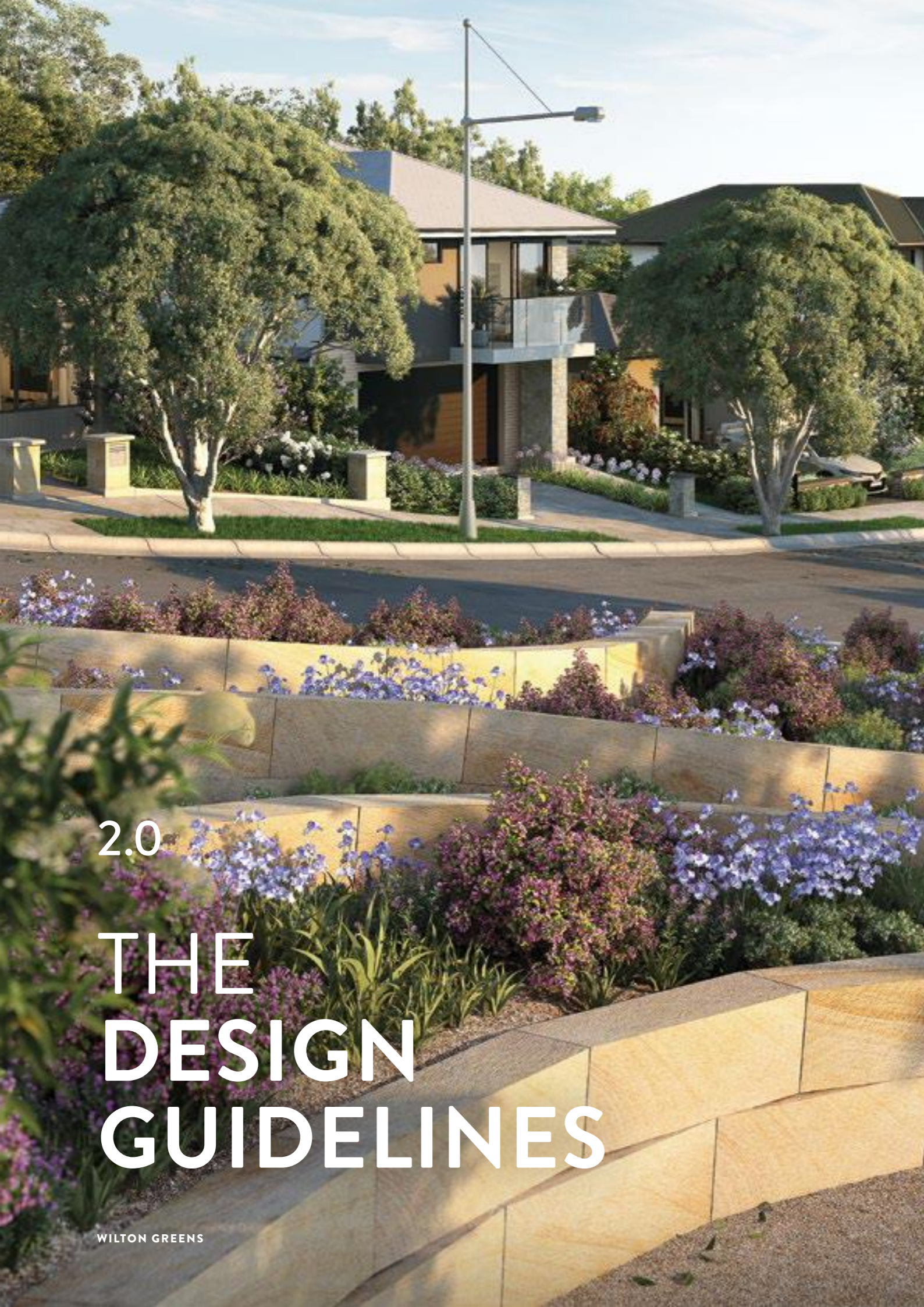
Wilton Greens will offer an impressive range of lifestyle activities, indoor and out, to ensure families can enjoy an active and vibrant life built around the exceptional natural attribute of the location.



2.0

THE DESIGN GUIDELINES

WILTON GREENS



2.1

About the Design Guidelines

The key objective of these Design Guidelines is to help protect the value of your home by setting out the minimum requirements for your new home and landscaping at Wilton Greens.

All home designs must be approved by the Design Review Committee (DRC) prior to submitting to Wollondilly Shire Council. Any departure from these design guidelines will be assessed on architectural merit and meeting the overall design objectives of these Design Guidelines.

What You Need to Know

Before constructing your new home, you will need a Development Consent from Wollondilly Shire Council. It is the responsibility of the purchaser (and the purchaser's builder and Building Surveyor) to ensure compliance with any applicable statutory requirements.

These Design Guidelines should be read in conjunction with:

- The State Environmental Planning Policy (Sydney Region Growth Centres) 2006 and Appendix 14 South East Wilton Precinct.
- The Draft Wilton Growth Area Development Control Plan (DCP) 2019 and Schedule 1 South East Wilton Precinct.

Approval from the DRC is not an endorsement that plans comply with such requirements and neither Risland Australia or the DRC will be liable for any cost or claim associated with approving plans.

2.2

The Design Review Committee (DRC) Approval

All house designs and building works including fencing, retaining walls landscaping and outbuildings require approval from the DRC. Approval from the DRC is required prior to applying for a building permit for the construction of a new dwelling.

The DRC will assess your design in terms of compliance with the applicable Wilton Greens Design Guideline (Design Guidelines) at the time of the application; and provide a letter of approval along with an endorsed copy of the plans and external finishes schedule.

If the design submitted does not comply with the Design Guidelines, the DRC will advise the applicant on the areas of non-compliance and the required amendments. Applicants will be required to submit amended documents in order to gain approval.

Please refer to the Developer Approval Application Form at the rear of this document for further information. The Application Form must accompany the submission documents.

Compliance Bond

To promote design consistency in your neighbourhood, a \$4,000 compliance bond is payable to Risland upon settlement of your land. Once your home is built, you have received an Occupation Certificate and completed your landscaping; you can apply for a refund of your compliance bond.

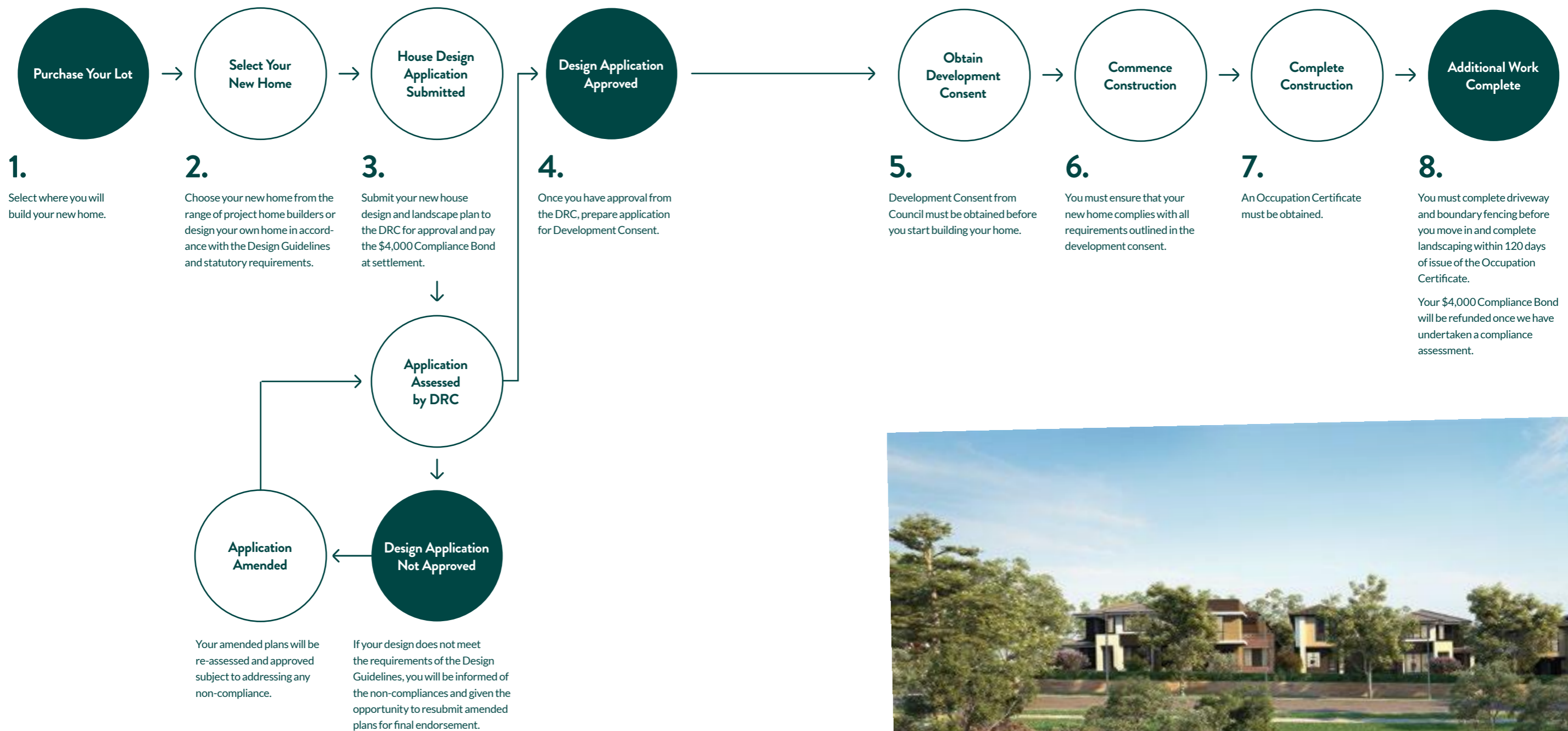
An inspection of your home will be undertaken to ensure it is in accordance with the plans approved by the DRC.

If a builder purchases land and enters into a house and land contract with a third party, the builder is responsible for the payment of the compliance bond to Risland and for requesting the reimbursement. The builder may not pass this responsibility on to the third party without prior written consent of Risland.

2.3

BUILDING YOUR NEW HOME

The following steps illustrate the process to build your new home at Wilton Greens.



3.0

YOUR HOUSE DESIGN

This section contains information that will help you design your new home.

It provides information on how your home fits on your lot and the street. Following this information will ensure that you and your neighbours can enjoy your new homes at Wilton Greens.

This section only applies if your lot is greater than 300m² or has a frontage greater than 9m. If your lot is less than 300m² or has a frontage less than or equal to 9m, please refer to your Building Envelope Plan.

3.1

General Requirements

It is essential the following rules are adhered to.

YOUR DWELLING

Only one dwelling is permitted per allotment. Materials used on your dwelling must be new and of sound quality.

SUBDIVISION

The Design Guidelines prohibit further subdivision of all allotments, unless otherwise agreed to by the DRC and responsible authority.

DUAL OCCUPANCY

No dual occupancy dwelling or relocatable home is permitted within the estate, unless otherwise agreed to by Risland Australia and the responsible authority. Granny flat is allowed provided the design meets requirements in the DCP.

CONSTRUCTION TIME

Construction of your dwelling must commence within 18 months from the date of settlement of your land and completed within 18 months of construction commencement.

HELPFUL HINT

The correct siting of your home can assist in reducing overall energy costs by allowing solar access in Winter and limiting solar access in Summer.

3.2

Siting Your Home

Your home should be in proportion to the land area. There should be enough room for a generous rear yard, a landscaped front garden and enough space between neighbours.

Site your home correctly to ensure that:

- Solar access to your living areas and private open spaces (POS) is optimised.
- Living spaces are on the north or east side of your home.
- Overlooking and overshadowing of your neighbours is minimised.
- Consider the location of any pressure sewer infrastructure.

3.3

Site Layout

Your home needs to be adequately setback from its lot boundaries to allow for generous front and rear yards and to be sufficiently separated from your neighbours. Refer relevant statutory and planning requirements, such as the Draft Wilton Growth Area DCP 2019 and applicable Building Envelope Plan for setback requirements.

YOUR HOUSE DESIGN

3.4

Your Façade

How your home presents to the street is important. A consistent and high-quality design and finish will ensure that the value of your home is maintained.

Mock reproduction of historical style home is not permitted, such as:

- Federation
- Victorian
- Edwardian

The façade of your home must not be the same as another façade within two lots adjacent or across the street, unless agreed by the DRC.

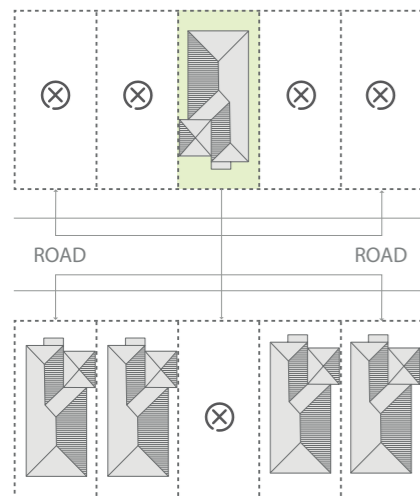
The entry to your home must either be recessed from the main building line or project forward. An entry door flush with the main building line is not permitted.

Piers / pillars used on the façade must not be constructed of fibre cement sheeting.

Your home must have at least one habitable room window on the primary façade.

Light weight infill is not permitted above windows and doors on elevations visible to the public.

Unpainted and/ or untreated metalwork and reflective glazing will not be permitted.



■ Subject House ■ Next Possible Replicated Façade





1 Roof Design

- Roof design is to be simple in form.
- Roof type can be skillion, ripped or gable.
- Roof pitch is to be minimum 22.5 degrees for hip or gable roofs and minimum 18 degrees for a skillion roof. Flat roofs are to be concealed behind a parapet and may require fixed shading over glazing to comply with sustainability requirements.
- Roofing to be either flat or low-profile roof tiles or 'Custom Orb' Colorbond or similar. Roof colour must be natural earthy tones. Colour resembling red or terracotta will not be permitted.
- Galvanised or non-coloured zincalume is not permitted.
- Antenna is not allowed on the roof as free to air TV will be provided via broadband network service.

2 Windows

- Windows are to have a strong horizontal or vertical emphasis.
- All windows to street frontages must be clear glazed. Frosted window is allowed for bathroom and ensuite. Sliding windows to street frontages are not permitted.
- Where practical larger windows should be oriented north or east for passive solar heating.
- Wrap-around windows on corner lots is encouraged.

3 Doors

- Front doors must face the street and preferably incorporate side light.

4 Verandahs, Terraces, Porches

- A front porch is encouraged. The porch can be roofed, have a pergola or be partially uncovered, provided the front door is covered. The porch can be located in the articulation zone and can be used as the feature element for your home.
- On corner lots, the porch must address both street frontages.
- Upper level balconies are encouraged and preferably covered.

5 Eaves

- All roofs must include minimum 450mm eaves to the street frontage and return and continue around the house.
- Where parapet wall is constructed, eaves are not required.
- A reduced eave is permitted on zero lot line.

6 Garages

- Carports are not permitted where they are visible to the public.
- The garage door must be electric sectional, tilt or panel lift. Roller doors are not permitted where visible to the public.

3.5

Colours and Materials

Natural, warm, earthy materials and colours are to be used throughout the development to reflect the natural surrounds of the area. Selected highlight colours are to be introduced to bring diversity and interest to each dwelling.

Paint and render colours should be in line with the provided palette. One background, accent and trim colour should be selected from the preferred palette.

Background colour is to be used predominantly for the main wall, with accent colour to be used on the feature wall, and trim colour to be limited to small elements such as gutters, downpipes, window frames, doors, etc.

Chosen face bricks must be complementary to the selected colour palette and are to be generally flat-faced, square-edged and not deeply textured. The façade material must have a variation of at least two (up to maximum three) separate material finishes.

A minimum of 20% of the façade must be a feature material, unless:




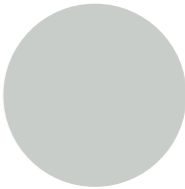
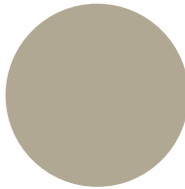



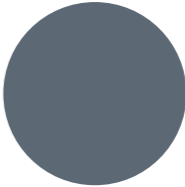
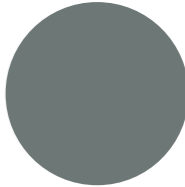
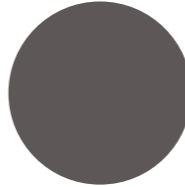
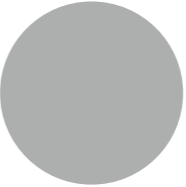
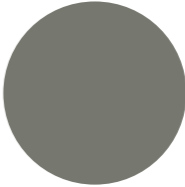
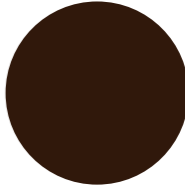
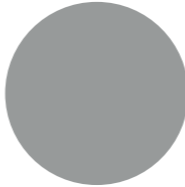
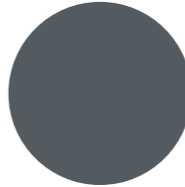

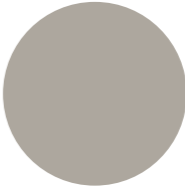
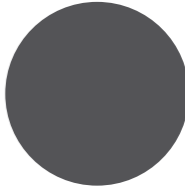
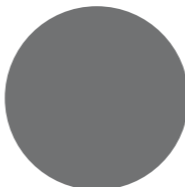
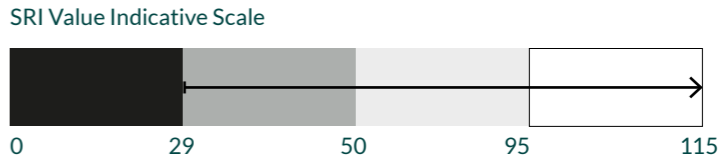
- The home is solely constructed of (fibre cement) weatherboard; or
- Where the façade is solely finished with a rendered material, the façade must have a minimum of 2 colours; or where there is architectural merit for having only one material finish.
- Materials with a 'softer' look, such as bagged brickwork and horizontal (fibre cement) weatherboard, are also encouraged as alternative wall materials.
- Stuck on stone tiles are not permitted.
- Gutter and fascia colours must complement the roof colour.
- Downpipes and meter boxes must complement the external wall colours.

HELPFUL HINT

To improve the thermal comfort of your home during summer, consider choosing 'Cool Roof' colours with an SRI (Solar Reflective Index Value) of a minimum of 29.

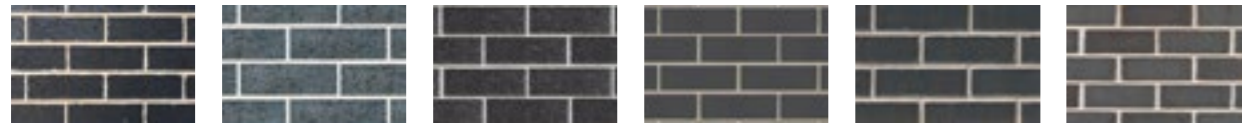
Cool Rooves improve the thermal comfort of your home in summer and can result in lower energy use and costs to you and your family. Check with your builder about the SRI values of your roof colour before making a selection.

PREFERRED PALETTE

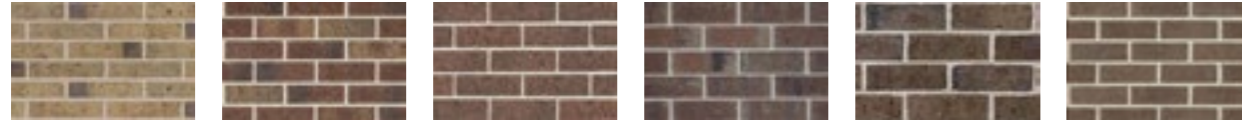
| | | | | |
|---|---|---|---|---|
|  |  |  |  |  |
| Brilliant White T12 2.G1 | Pacific Pearl P236-N1 | Quill T10 8J-2 | Thin Ice T10 50J-1 | Taupe Stone T08 154-3 |
|  |  |  |  |  |
| Wistful Willow T10 8K-2 | Moonraker T08 179-3 | Dusty Plain T10 4K-1 | Sheffield Grey T10 43L-1 | Thundercloud T10 55K-2 |
|  |  |  |  |  |
| Rock Quarry T06 153-3 | Distance T08 169-4 | Scotch Mist B159-07 | Tabby P199-N5 | Bay Brown T08 154-4+ |
|  |  |  |  |  |
| Silver Charm T10 37K-1 | Andiron T08 171-3 | Beige Ash T10 8K-1 | Grey Cast T08 179-2 | Tornado T129.H9 |
|  |  | | | |
| Grey Moggy T10 50K-2 | | | | |

PREFERRED PALETTE

Brickwork



| | | | | | |
|-------------------------------------|---------------------------------|---------------------------------------|------------------------------------|------------------------------------|-----------------------------------|
| Austral Elements Graphite | Austral Elements Zinc | Austral Elements Blackstone | Austral Ultrasmooth Jazz | Boral Nuvo Fusion Domino | Boral Nuvo Aspire Storm |
|-------------------------------------|---------------------------------|---------------------------------------|------------------------------------|------------------------------------|-----------------------------------|



| | | | | | |
|-------------------------------------|--------------------------------------|---------------------------------|---------------------------------------|---------------------------------------|--------------------------------------|
| Austral Melbourne Newport | Austral Melbourne Hawthorn | Austral Homestead Tan | Austral Melbourne Hawksburn | Boral Elan Estate Eaglemont | Boral Elan Estate Glenfern |
|-------------------------------------|--------------------------------------|---------------------------------|---------------------------------------|---------------------------------------|--------------------------------------|

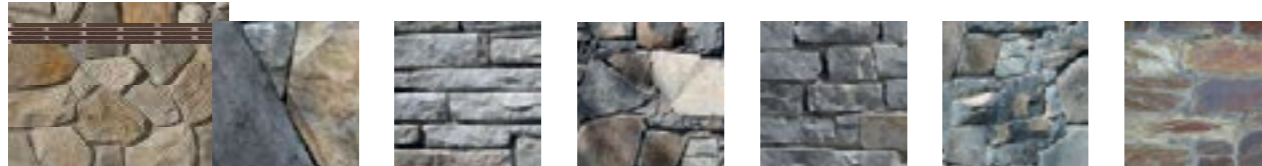


| | | | | | |
|---------------------------------------|---------------------------------|----------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| Austral Indulgence Biscotti | Austral Symmetry Grey | Boral Smooth Face Jute | Boral Smooth Face Choc Tan | Austral Indulgence Truffle | Boral Nuvo Fusion Espresso |
|---------------------------------------|---------------------------------|----------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|



| | | | | | |
|-------------------------------------|-------------------------------------|----------------------------------|----------------------------------|--------------------------------------|--------------------------------|
| Austral Ultrasmooth Tempo | Austral Ultrasmooth Chill | Boral Nuvo Aspire Mist | Boral Nuvo Aspire Coco | Boral Nuvo Aspire Mangrove | Austral Symmetry Tan |
|-------------------------------------|-------------------------------------|----------------------------------|----------------------------------|--------------------------------------|--------------------------------|

Stone



Metal Roof



Tiled Roof



3.6

Corner Presentation

It is important that homes on corner lots address both frontages. This adds interest to the streetscape as well as providing passive surveillance.

In addition to the elements identified above, the following elements should be incorporated into the design of corner lots.

- Front doors are to present to the primary frontage.
- Corner elevations must address the secondary street by incorporating design features which match and compliment the front elevation. Factors for consideration include window designs, materials and articulation.
- At least 1 habitable room and window must be visible to the secondary frontage.
- All window visible to the public must match the same head and sill heights as those used on the primary façade.
- Blank walls will not be permitted.

3.7

Key View Presentation

It is important that homes in prominent locations are well designed and provide visual interest. A Key View Site include those along or at the end of view corridors.

In addition to the elements identified in section 3.4, the following elements should be incorporated into the design of Key View Lots.

- An additional design element or material must be integrated into the design of dwelling.
- Glazing shall form 25% of the façade fronting the primary road.
- At least one habitable room must be located at the front of the dwelling. Where the site is on a corner lot, at least one habitable room is to front the secondary road.
- Balconies to the upper floor on double storey homes are encouraged.
- Where fencing or retaining walls are not provided by the vendor, the purchaser must install fencing in accordance with the requirements set out in Section 4.5 Fencing.



3.8

Park Presentation

Homes adjoining or adjacent to open space must integrate with the landscape by incorporating additional design and landscape features.

In addition to the elements identified above, the following elements should be incorporated into the design lots fronting open space.

OPEN SPACE FRONTING LOTS

Dwellings built on lots that are adjacent to or adjoining open space are to be designed to appropriately address and overlook the adjacent public domain, to ensure adequate passive surveillance and a suitable appearance when viewed from these spaces. The following elements or design features are to be incorporated into the design:

- Rooflines and building lines are to be broken by side setbacks and/or design elements.
- Sufficient glazing fronting the open space is to be provided.
- Habitable spaces must be located adjacent to open space and can include balconies to the upper floor on double storey homes.
- Homes that adjoin open space are to provide open style fencing or landscaping.

3.9

Sloping Site

Homes are to be designed to respond to the slope of your block.

Split level homes and the use of drop edge beams are encouraged to minimise the use of additional retaining walls in the private open space areas. The following principles apply:

- An elevated entry can be no greater than 1.2m from the existing ground level at that point.
- To create usable and efficient private open space areas, retaining walls should not be located in your principal private open space. Well-designed terraces will be accepted.
- Retaining walls within your front setback or forward of the home must be constructed of sandstone or masonry to match the dwelling. Plain concrete block, concrete sleepers and timber retaining walls are not permitted.
- Planting should be used to soften the appearance of retaining walls.



4.0

LANDSCAPING

This section will guide you on how to plan your external space including your front garden, driveway, letter box, back garden, walls and fencing.

Your new home is located in the beautiful natural bushland setting of Wilton and you have the opportunity to surround your home with a charming healthy garden that you and your family can enjoy.

4.1

Front Gardens

THE FRONT GARDEN

Your front garden provides a strong landscape setting for your home, enhancing the presentation of your home to the street.

A well-designed and well-maintained front garden will improve the value of your home and contribute to the overall appeal of the Wilton Greens community. Your garden should reflect the design of your home and may incorporate similar colours and/or materials as those used in the façade of your home.

FRONT GARDEN REQUIREMENTS

Your front garden should have:

- A clear pedestrian route to the front door.
- At least one tree (refer to sample plant list in section 4.6), preferably planted as a semi-mature specimen (75L or above).
- A minimum of 50% of your front garden area is to comprise permeable materials. This includes lawn, planting, gravel, and stepping stones laid on a sand or aggregate bed over natural ground.

THE REAR GARDEN

Your rear garden is your private outdoor sanctuary. A well-designed rear garden will be the backdrop to relaxing outdoor living, as well as, catering for all the everyday practicalities.

REAR GARDEN REQUIREMENTS

- At least one tree (refer to sample plant list in section 4.6), preferably planted as a semi-mature size (75L or above).
- Hedges along fencing preferred.

CORNER LOTS & LARGER LOTS

- For lots larger than 600m² allow to plant additional tree to either front or rear garden (45L or above).



Front garden featuring timber fence, tapering driveway, tree and shrub planting.



Front garden with well-maintained hedge, strong boundary planting, tree and planting to entry portico.

4.2

Landscaping Design Principles

The design of your outdoor areas should be considered in conjunction with the design of your home.

Some key design principles include:

- Children’s play areas should be visible from your kitchen or living room, allowing easy supervision of children from inside.
- Alfresco areas are best accessed from your living or dining area to maximise ease of use.
- A vegetable or herb garden may be best located near the kitchen for ease of use.
- Storage areas, the washing line and any air conditioning units should be concealed from entertaining areas.

SCREENING & PRIVACY

Screen planting is encouraged to be used where privacy or overlooking is a concern between blocks. Planting can soften fence lines and provide additional height while allowing air circulation and providing an overall cooling effect.

Species selection must consider the overall mature height and width of any proposed planting to ensure that the plant species is suitable for the proposed location and purpose.

BEING A ‘GOOD NEIGHBOUR’

Responsible landscape design also considers the impact of the landscape on neighbours and any another adjoining property. Care should be taken to allow adequate solar access into neighbouring properties and minimise excessive overshadowing.

Tree species selection and planting locations are critical, as is the species selection of any hedging species proposed. Fast and tall growing hedges such as Leighton’s Green Cypress (*Cupressus leylandii* ‘Leightons Green’) should not be used. Additional tree to either front or rear garden (45L or above).



A good relationship between indoor and outdoor spaces increases the use of outdoor spaces and encourages a healthy lifestyle.

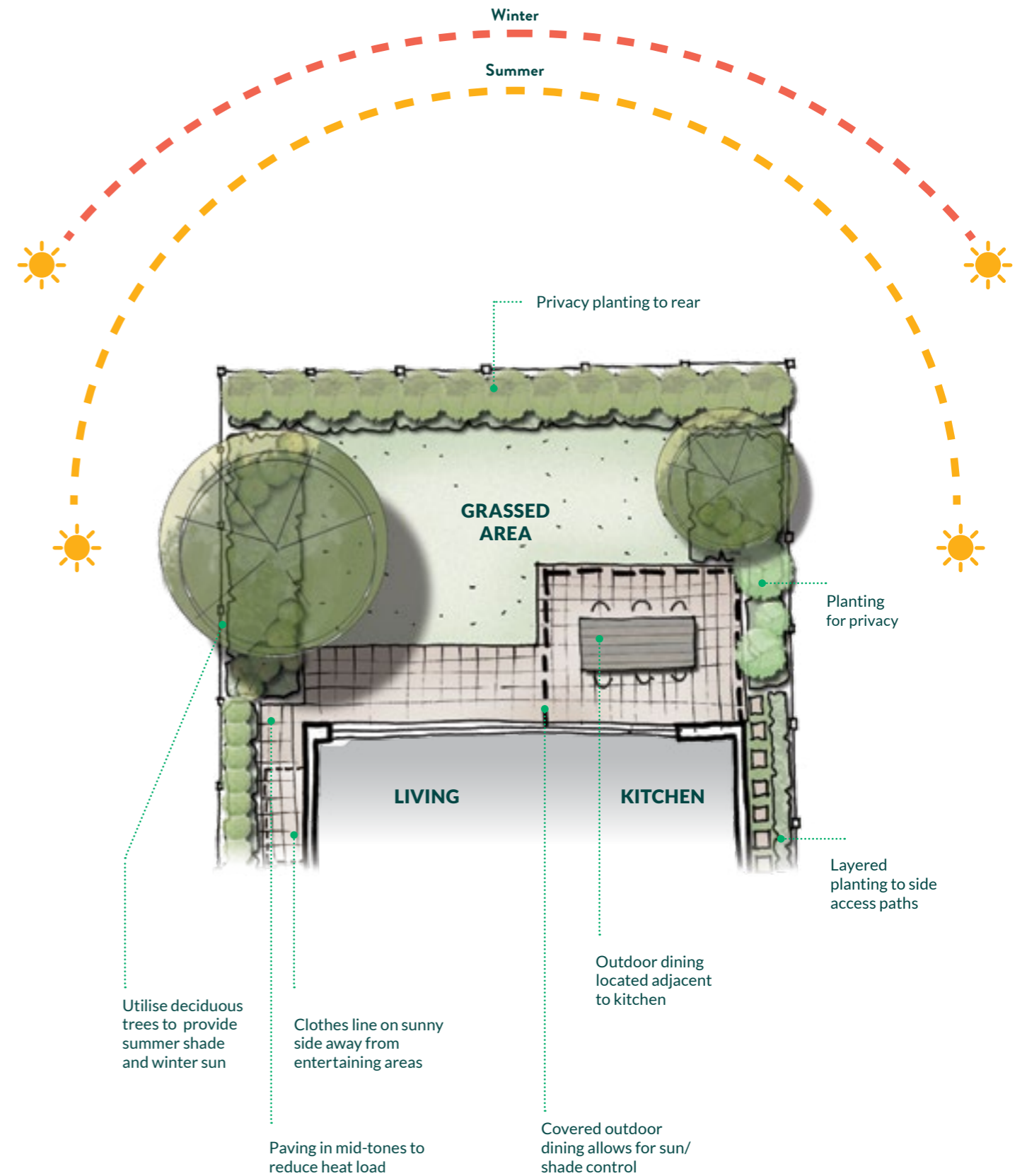


Layered boundary planting provides privacy and visual interest to side passageways.



Edge planting frames the garden and provides a level of privacy to the backyard.

Indicative rear garden landscape plan:



LANDSCAPING

SOLAR ACCESS

Your landscape design should consider the path of the sun throughout the day and throughout the year. Deciduous tree planting can be used to provide shade and relief from heat in summer, whilst allowing winter sun to penetrate into the garden and the home.

HEAT LOAD

The heat island effect is the process by which hard surfaces such as concrete and paving absorb significant heat from the sun during the day and release it slowly at night, increasing the ambient temperature of the area. This results in more demand for cooling and increased electricity usage.

Clever landscape design can reduce heat load by shading western and eastern elevations, particularly where large, masonry walls are located.

Heat absorption can also be reduced by careful selection of hard surfaces materials. Dark colours absorb more heat during the day and can become too hot underfoot for comfort if exposed to the sun. Selecting lighter colours can reduce heat gain and create a more comfortable and useful outdoor space.

Awnings with adjustable louvres, removable shade sails or umbrellas can allow for variable sun and shade access throughout the year, minimising heating and cooling requirements.



HELPFUL HINT

An exposed backyard can often be too hot and unusable in summer.

Stepping stone paths provide access while maximising green space and permeability.

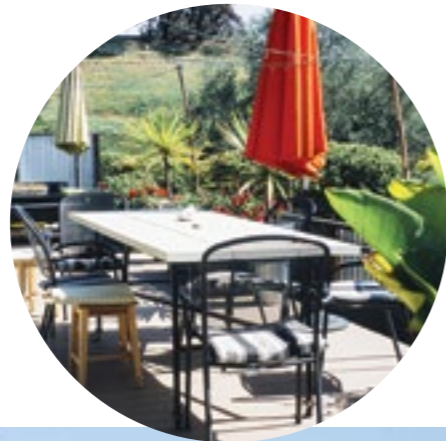
Maximising permeable surfaces such as turf and planting increasing cooling and makes the space more comfortable.

Dark surfaces absorb heat, radiating it back at night and increasing temperatures both during the day and at night.

LANDSCAPING



Trees provide shade and have a cooling effect, allowing outdoor spaces to be used more regularly.



Portable umbrellas provide small pockets of shade in summer but do not provide a long term solution.

Waterwise Gardening

The amount of water your garden needs depend on three main factors – soil, plants and microclimate. Improving the soil, choosing low-water use plants and designing to suit your garden's microclimates can reduce the water needs of your garden and keep it looking greener for longer.

SOIL

Soil types can vary from pure sand to clay-dominant. The ideal soil is classed as loam – a good mix of sand, clay and organic matter. Loam has a good water holding capacity and encourages wide, deep roots in your plants, meaning they'll survive dry spells better.

Testing and improving the soil quality before you plant your garden will ensure that your garden thrives with less effort in the medium and long term. Incorporating soil working agents into your garden soil will also increase the water holding capacity of the soil and improve the health of your plants, reducing watering frequency.

PLANTING

Choosing plants that are suited to local conditions minimises inputs such as additional water and fertiliser and increases the self-reliance of your garden. Many low-water use plants are available which can deliver a variety of garden 'looks' from native garden to Mediterranean garden styles to succulents and cacti. It is also important to locate plants to best reflect their natural habitat in terms of sun/shade, exposure and water availability.

Plants must also be considered for their weed potential prior to selection. Wilton Waters is located adjacent to a sensitive bushland ecosystem and care must be taken by residents to ensure that no additional weed species are introduced to the area as garden escapees.

MULCHING

Using mulch on garden beds helps to maintain soil moisture, suppress weeds, and improve the presentation of your garden. There are several mulch types available, including gravel, chipped material, pine bark, sugarcane or lucerne mulch.

A thick layer of chunky, organic mulch provides an excellent outcome, balancing presentation and plant health by cooling the roots and reduce water loss through evaporation.



A garden utilising low-water use plants is durable and will survive with minimal watering.



A garden utilising low-water use plants is durable and will survive with minimal watering.

HELPFUL HINT

Trees provide shade and have a cooling effect, allowing outdoor spaces to be used more regularly.

LANDSCAPING

MICROCLIMATE

The microclimate of your garden will vary from area to area depending on a variety of factors including:

- Sun exposure – east-facing areas are typically cooler than west-facing areas.
- Shade density – dappled shade from trees versus solid shade from roofs.
- Air circulation – roofs can contain heat while trees provide shade and let heat escape.
- Surrounding surfaces – hard surfaces such as brick, concrete or stone absorb heat during the day and radiate it back after the sun sets.
- Wind exposure / protection – garden fences offer some wind protection, whilst narrow gaps between homes can create a wind tunnel effect.
- Locating plants in the most suitable microclimate will reduce watering needs and encourage your garden to thrive.

IRRIGATION

Homeowners may consider installing irrigation to manage watering needs. A well-designed and correctly installed irrigation system will last for many years and enable garden health to be maintained easily.

Drip irrigation provides water directly to the soil around plants, allowing direct watering and maximising efficiency of water use. It may be more expensive to install but can be fully automatic and requires minimal management.

Spray irrigation relies on elevated sprinkler heads in garden beds or pop-up heads in lawn and can water larger areas from one point. Increased volumes of water are required due to water loss to evaporation and wetting of other surfaces. Any spray irrigation system should be set up to avoid over spray onto hard surfaces.

RECYCLED WATER

Homeowners will also have the opportunity to connect to the recycled water network for irrigation systems providing environmental benefits and lower costs for water use. Connection to the recycled water network will enable homeowners to continue watering during dry periods and periods of water restrictions.



Large areas of hard surfaces absorb heat, increasing the temperature of adjacent garden beds and evaporating water quickly.



A raised, sunny position requires tough, sun-loving plants to thrive.



Trees create specific microclimates around their bases which should be considered in plant selection.



4.3

Driveways and Letterboxes

DRIVEWAYS

The design and construction of driveways is to consider the following:

- Driveways must be constructed from either paving, crushed gravel with paved edging, coloured concrete or exposed aggregate. Plain, stencilled or stamped concrete are not permitted.
- Only one driveway is permitted per lot. A single kerb crossing has been provided which identifies the driveway location to your block. Under the Contract of Sale, you are responsible for constructing a driveway from the kerb to the garage.
- Driveways must be completed prior to occupancy of your home.
- A separate pedestrian footpath is required from the property boundary to the front door.
- Crossover relocations are subject to approval by both DRC and the Responsible Authority. Relocations will only be considered by the DRC prior to construction. Requests for relocations will incur an administration fee – please speak to one of our sales staff for further details.

LETTERBOXES AND NUMBERING

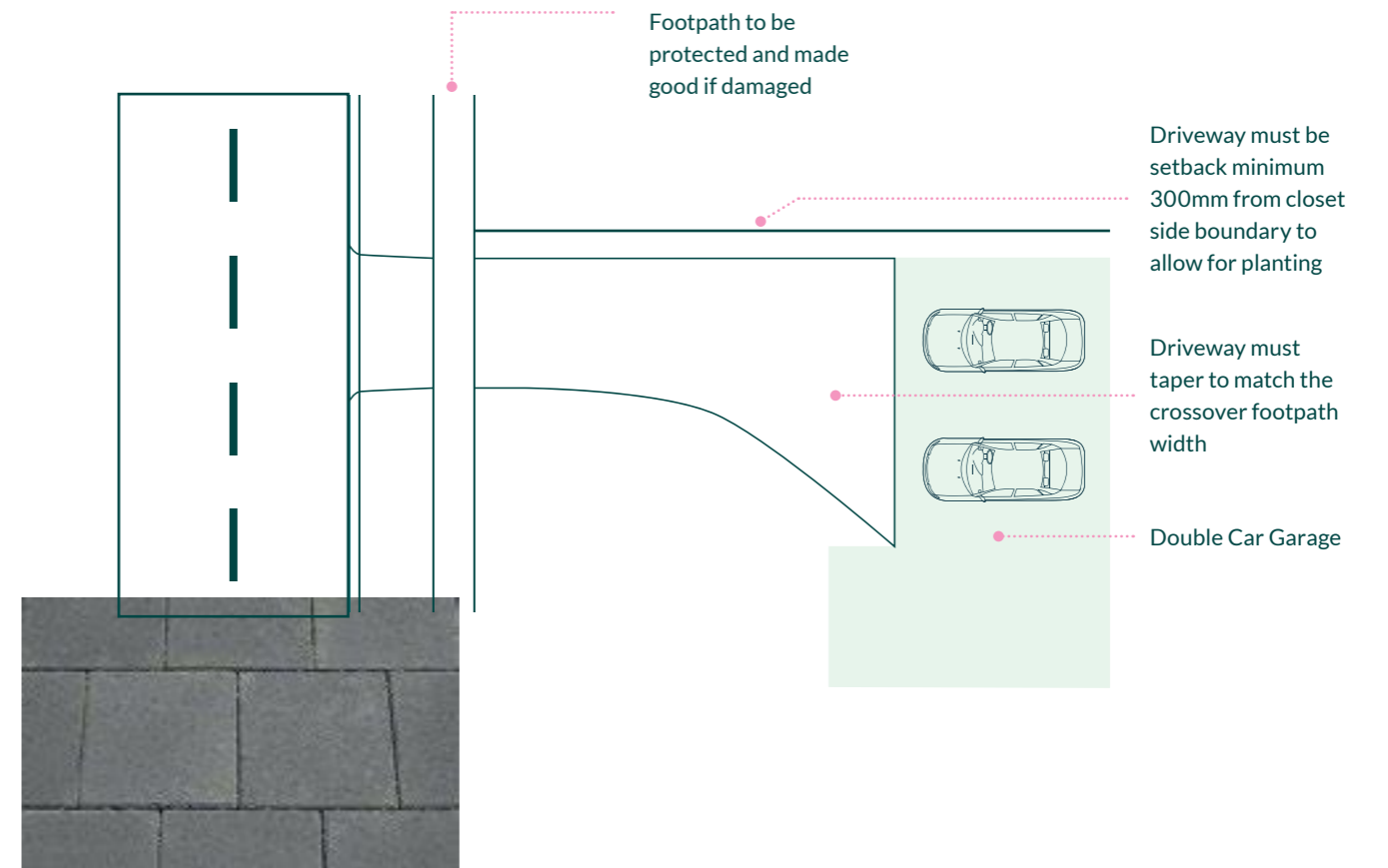
Letterboxes are required to be constructed in accordance with Australia Post standards.

Freestanding letter boxes of solid brick or masonry construction. 'Box-on-post' type and GRC constructed letterboxes are not permitted. The following principles should be followed when choosing your letterbox:

- High Quality materials should be used.
- Letterboxes should be clearly visible from the street.
- Letterboxes should be incorporated into front fences or walls.
- Materials used should be complementary to the main home façade.
- Letterboxes must be located within the lot boundary.

STREET NUMBERS

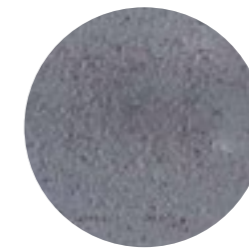
- Street number should be clearly visible from the street.



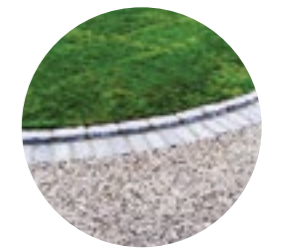
Brick Pavers



Concrete Pavers



Integrally Coloured Concrete

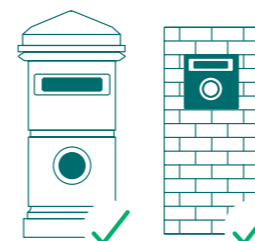


Gravel with Paved Edge

HELPFUL HINT

To improve the thermal comfort of your home during summer, consider choosing paving colours with an SRI (Solar Reflective Index Value) of a minimum of 29.

Cooler paving colours improve the thermal comfort of your home in summer and can result in lower energy use and costs to you and your family. Check with your builder about the SRI values of your paving types and colours before making a selection.



LANDSCAPING

4.4

Fencing by Lot

To ensure the neighbourhood of Wilton Greens maintains the same character throughout all streets, the adjacent overall community fencing guide has been developed in alignment with section 4.2.10 of the Wilton Growth Area Development Control Plan 2019. Refer your Building Envelope Plan for any other fencing requirements that have to be met.

General guidelines for fence types are set out in 4.5 General Fencing and Retaining Walls. Please see below for specific fencing guidelines per lot typology.

STANDARD LOTS

Standard lots are identified as lots that are not on a corner and do not face onto an open space or an avenue. These have been left as grey without highlighted edges in the adjacent figures. Refer 4.5 General Fencing and Retaining Walls for fencing design guidelines.

CORNER LOTS

Corner lots are identified as lots that have two street facing boundaries and are visually prominent in the community.

- Front fencing should be a maximum of 1m in height and should extend to the sides to a point 2m behind the built form on the primary street and 4m behind the built form on the secondary street and then transition to meet the 1.8m side fence. Refer Figure 4.5.1.
- Side and rear fencing should be 1.8m high.
- Corner lots with highlighted edges in Figure 4.4.1 shall have mandatory fencing provided by the owner. Refer Figures 4.4.2 and 4.4.3 for fencing design guidelines.

OPEN SPACE OR AVENUE LOTS

Open Space or Avenue Lots as per their description are identified as lots that have a boundary facing an avenue or open space and therefore are visually prominent in the community.

- Front fencing, should be a maximum of 1m in height and should extend to the sides to a point 2m behind the built form on the primary street and 4m behind the built form on the secondary street and then transition to meet the 1.8m side fence. Refer Figure 4.5.1.
- Side and rear fencing should be 1.8m high and provide permeable material for any area of fencing above 1m to allow casual surveillance.
- Open Space and Avenue lots with highlighted edges in Figure 4.4.1 shall have mandatory fencing either provided by the owner. Refer Figures 4.4.2 and 4.4.3 for fencing design guidelines.

Refer details on the next page for mandatory front, back and rear fencing requirements.

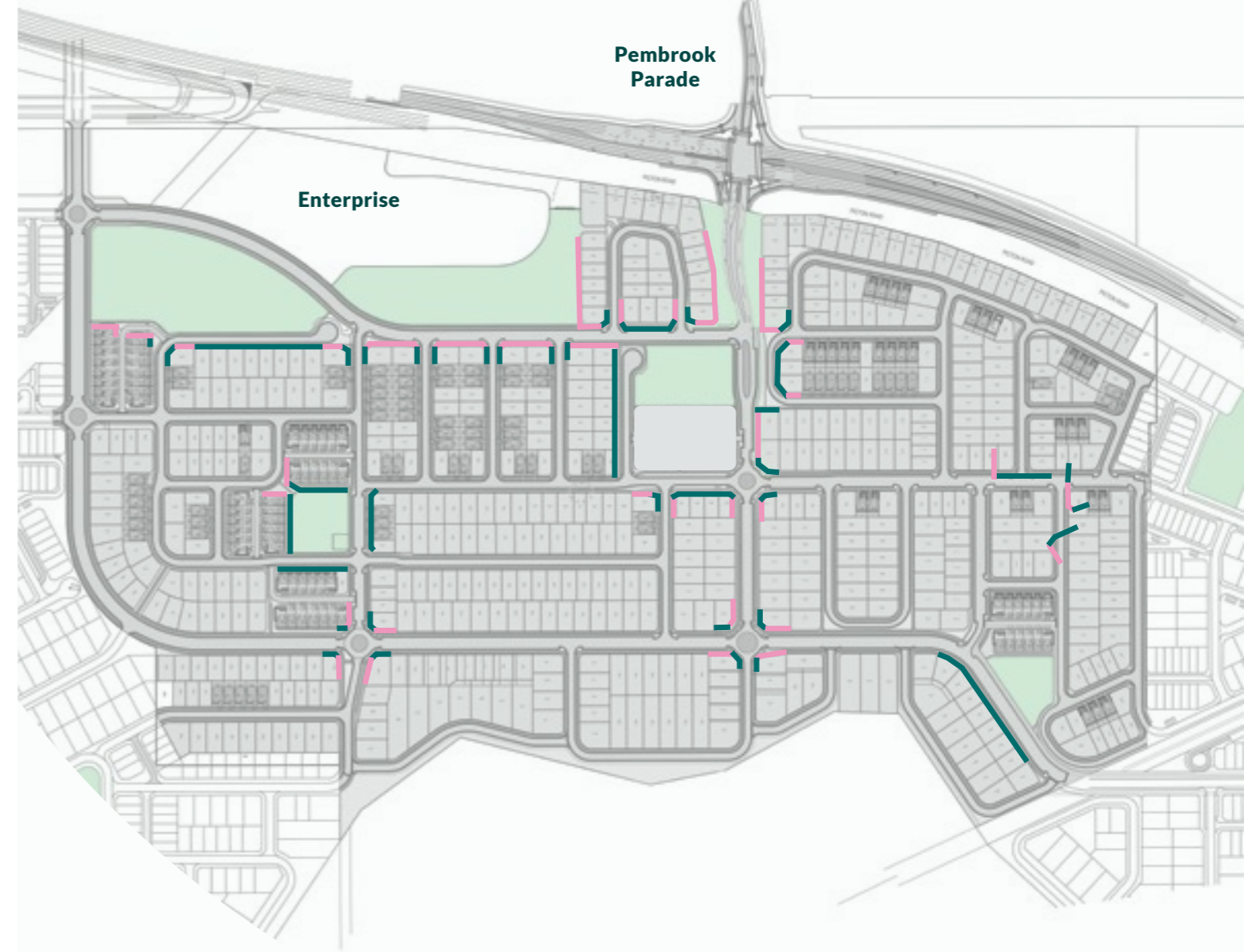


Figure 4.4.1 Mandatory Fencing by Owner

Legend

Mandatory Fencing (by Owner)

- Front Fence - Refer Figure 4.4.2
- Side Fence - Refer 4.4.3 and 4.4.4

LANDSCAPING

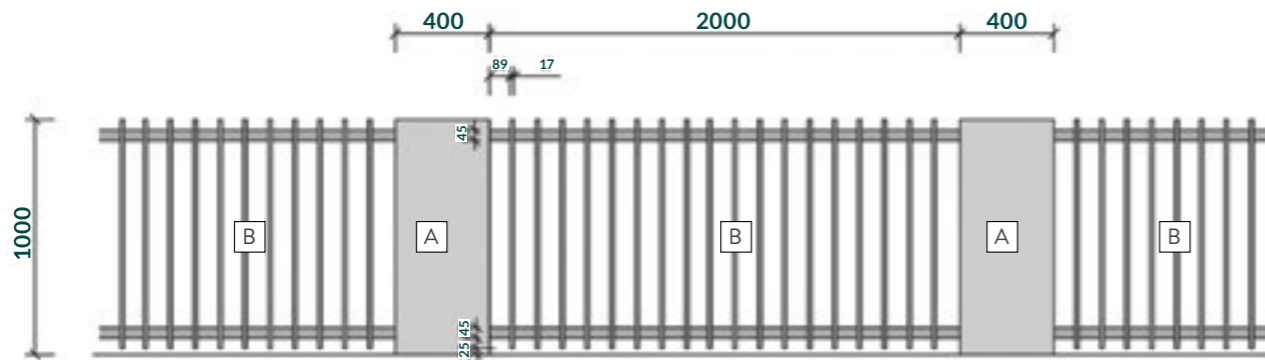
4.4

Fencing by Lot (cont'd)

The images below and across form the design guidelines for the front, side and rear mandatory fencing to be built and paid for by the owner for lots identified in Figure 4.4.1.

All fencing shall follow the materials, form and dimensions shown. Flexibility is allowed for colour but it shall be neutral and in keeping with the façade of your home.

Figure 4.4.2 - Front Mandatory Fencing Design Guide - Masonry with Metal Pickets Infill



A - 400 x 400 x 1000mm masonry pillars without capping. Painted or rendered in neutral colour.

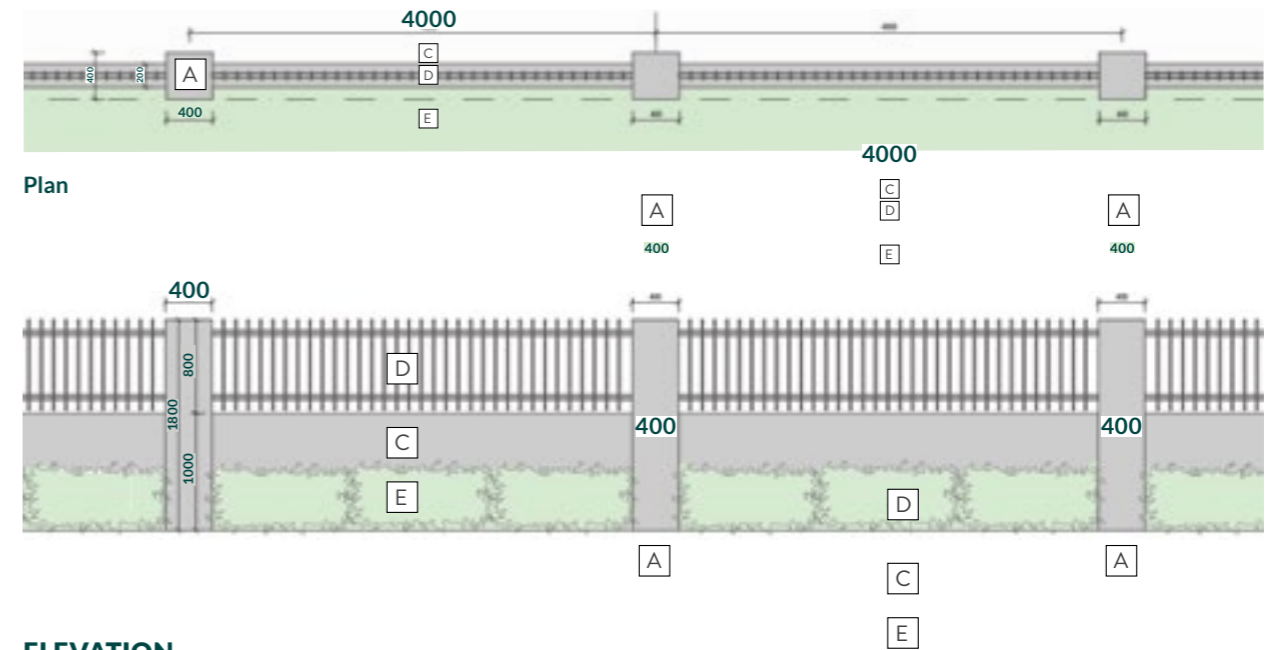
B - Metal picket infill similar to 'Stratco Xpress Aluminium Batten System' with 975mm long x 65mm deep x 17mm front profile vertical battens at 89mm spacing with top and bottom caps, fixed to 2 no. 45mm x 45mm x 2000mm horizontal rails, finished in neutral colour.

C - 200 x 1000mm masonry walls without capping. Painted or rendered in neutral colour

D - Metal picket infill similar to 'Stratco Xpress Aluminium Batten System' with 975mm long x 65mm deep x 17mm front profile vertical battens at 89mm spacing with top and bottom caps, fixed to 2 no. 45mm x 45mm x 2000mm horizontal rails, finished in neutral colour.

E - Allow to plant low shrubs to 500mm high.

Figure 4.4.3 - Side & Rear Mandatory Fencing Adjoining Open Space Design Guide - Masonry Pillars with Metal Picket Infill



ELEVATION

Figure 4.4.4 - Side & Rear Mandatory Fencing Section



LANDSCAPING

4.5

General Fencing and Retaining Walls

These fencing guidelines apply to all lots that have not been identified in Figure 4.4.1. These general fencing and retaining walls guidelines have not been developed in alignment with section 4.2.10 of the Wilton Growth Area Development Plan 2019.

GENERAL FRONT FENCING

A built front fence is recommended and is to comply with the following requirements.

| | | |
|--|----------|--|
| Timber Picket | Finish | Natural, oiled, stained or painted finish is accepted. If painted, colour must complement house façades |
| Masonry posts with timber or metal picket infill | Finish | Brick, concrete blocks, rendered or natural stone. Fences must complement house façades. Natural grey concrete blocks are not permitted. |
| Hedge | Planting | Refer to the landscaping chapter for suggestions |

- Front fencing should be a maximum of 1m in height and should extend to the sides behind the built form and transition to meet the 1.8m side fence. Refer Figure 4.5.1
- Front fencing and gates are to be parallel to the front boundary. If planting is desired in front of front fence, the fence is to be set back by a minimum of 500mm. Refer to the landscaping chapter for suggestions.
- Gates must match the adjoining fence type and complement the house façades.
- Retaining walls within your front setback or forward of the home must be constructed of sandstone or masonry to match the dwelling. Plain concrete block, concrete sleepers and timber retaining walls are not permitted.



Masonry Front Fence
Infill Front Fence



Timber Picket Front Fence



Hedge Front Fence

SIDE AND BACK FENCING

ALL built side and rear fences must be built and comply with the following:

- Side and rear fencing should be a maximum of 1.8m high.
- Side and back boundary with combined fencing and retaining wall on sloping site must be designed to avoid excess height. The preference is not to exceed a maximum combined height of the retaining wall and fencing at 2.8m.

COLORBOND FENCING

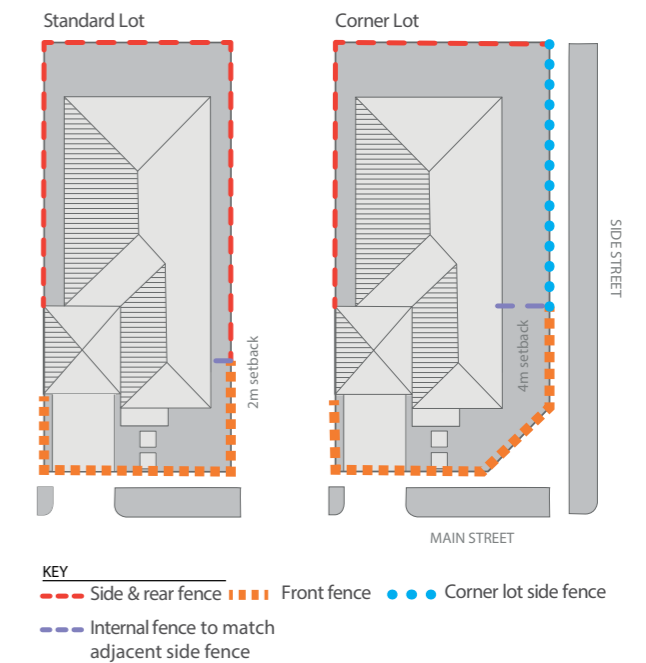
- Fencing colour must complement house façades. Simple contemporary section profile together with pastel colours such as Surfacemist, Evening Haze, paperbark, Shale Grey, Dune, Riversand, Basalt, Pale Eucalypt is preferred. Colorbond fence is not allowed on any boundary that faces open space, park, reserve, road, street or laneway.

CORNER, AVENUE AND OPEN SPACE LOT SIDE AND REAR FENCING

Corner, avenue and open space lots are visually prominent in the community and therefore Colorbond fencing is not permitted on these frontages. Fencing must be timber or masonry posts with timber or metal picket infill. Refer Figure 4.5.1 for Corner Lot fencing type extents.

- Side and rear fencing should be a maximum of 1.8m high and follow guidelines set out under General Side and Rear Fencing.
- A maximum of 1m height of non-permeable fencing material is allowable to lot boundaries facing an avenue or open space. The remaining area of the fence shall be semi-permeable to allow passive surveillance. Refer Figure 4.4.3 for design ideas.

Figure 4.5.1 - Fencing Guide Per Lot Typology



HELPFUL HINT

To improve the thermal comfort of your home during summer, consider choosing wall and fence colours with an SRI (Solar Reflective Index Value) of a minimum of 29. Cooler colours improve the thermal comfort of your home in summer and can result in lower energy use and costs to you and your family. Check with your builder about the SRI values of your walls and fence colours before making a selection.

4.6

Sheds, Ancillary Items and Signage

SHEDS

- Sheds must be no greater than 10m² in area and be no higher than 3m.

ANCILLARY ITEMS

- Additional fixtures or equipment must be located at the rear of the home to minimise impact to your surrounds. These include A/C units, external hot water services, solar hot water systems, water tanks, spa pumps, heating and cooling units, clotheslines, solar pool heating coils etc.
- Utility Meters should be positioned so that they are easily accessible for reading by utility providers; however they are best screened from view of the street, either by positioning behind the letterbox structure, or discretely screened with landscaping. Utility boxes/meters should not be positioned on walls facing the street.
- Garbage bins are to be located at the rear of the house. If they are located to the side they must be screened from public view.

CARAVAN AND BOAT STORAGE

- Boats, caravans, trailers, commercial vehicles greater than 1.5 Tonne or other recreational vehicles are not permitted to be parked on your property unless they are screened from public view.

SIGNAGE

- Signage and hoarding boards advertising businesses and products are not permitted. Builders' signs of maximum size 600mm x 600mm are permitted as required on allotments during the course of construction but must be removed prior to the Occupation Certificate being issued.



LANDSCAPING

4.7

Sample Tree List

The following is a sample of potential tree species to be used within rear and front gardens as a guide. Homeowners should also refer to councils preferred list of controls, Appendix F in the Draft Wilton Growth Area DCP 2019. No plants listed as noxious weeds are to be used. Refer to <https://weeds.dpi.nsw.gov.au/> for additional information.

| Botanic Name | Common Name | Mature Size (height x width in metres) | Plant origin | Aspect | Water rating | Notes |
|--|----------------------------|--|-----------------|---------|-----------------|--|
| SMALL TREES <6m | | | | | | |
| Acer palmatum 'Bloodgood' | Bloodgood Japanese Maple | 5 x 5 | INT | FS | Medium | Slow growing. Needs protection from wind and full western sun. Do not use within 6m of wastewater pipe |
| Acer palmatum 'Seiryu' | Seriyu Japanese Maple | 4 x 4 | INT | FS | Medium | Slow growing. Needs protection from wind and full western sun. Do not use within 6m of wastewater pipe |
| Acer palmatum 'Senkaki' | Senkaki/ Coral Bark Maple | 6 x 5 | INT | FS | Medium | Slow growing. Needs protection from wind and full western sun. Do not use within 6m of wastewater pipe |
| Backhousia myrtifolia | Grey Myrtle | 6 x 5 | IDG | FS / PS | Low | Prefers moist soil |
| Callistemon salignus | Pink Tipped Bottlebrush | 6 x 4 | AU | FS | Low | Do not use within 6m of wastewater pipe |
| Eucalyptus 'Summer Beauty' | Grafted Flowering Gum | 5 x 3 | AU-C | FS | Low | Similar cultivars available. Do not use within 6m of wastewater pipe |
| Eucalyptus leucoxylon 'Euky Dwarf' | Dwarf Yellow Gum | 6 x 5 | AU-C | FS | Low | Do not use within 6m of wastewater pipe |
| Lagerstroemia indica x fauriei 'Sioux' | Indian Summer Crepe Myrtle | 4 x 3 | INT | FS | Low | Pink flowering deciduous tree |
| Magnolia x Soulangeana | Saucer Magnolia | 5 x 3 | INT | FS | High | Pink flowers on bare branches. Need adequate moisture & wind protection |
| Malus ionensis 'Plena' | Crab Apple | 4 x 3 | INT | FS | Medium | Deciduous tree. Requires adequate moisture |
| MEDIUM TO LARGE TREES >6m | | | | | | |
| Acacia implexa | Hickory Wattle | 10 x 4 | IDG | FS | Low | Fast growing bushy tree |
| Acacia parramattensis | Parramatta Green Wattle | 10 x 6 | IDG | FS | Low | Fast growing. Suitable for both sand and clay soils |
| Albizia julibrissin | Silk Tree | 8 x 5 | INT | FS | Medium | Fast growing. Moderate frost tolerance |
| Angophora bakeri | Narrow-Leafed Apple | 10 x 5 | IDG | FS | Low | Protect from frost |

| Botanic Name | Common Name | Mature Size (height x width in metres) | Plant origin | Aspect | Water rating | Notes |
|--|--------------------------------|--|-----------------|--------|-----------------|---|
| Betula nigra | Tropical Birch | 8-10 x 5 | INT | FS | Medium | Fast growing deciduous tree |
| Eucalyptus crebra | Narrow-Leafed Ironbark | 15 x 6 | IDG | FS | Low | Plant away from structures. Do not use within 6m of wastewater pipe |
| Eucalyptus leucoxylon 'Rosea' | Pink-Flowering Yellow Gum | 7 x 4 | AU-C | FS | Low | Do not use within 6m of wastewater pipe |
| Eucalyptus mannifera 'Little Spotty' | Little Spotty Gum | 5-7 x 5 | AU-C | FS | Low | Do not use within 6m of wastewater pipe |
| Eucalyptus parramattensis | Parramatta Red Gum | 8-10 x 4 | IDG | FS | Low | Do not use within 6m of wastewater pipe |
| Lagerstroemia indica x fauriei 'Natchez' | Indian Summer Crepe Myrtle | 8 x 6 | INT | FS | Low | White flowering deciduous tree |
| Melaleuca linariifolia | Snow in Summer | 10 x 5 | IDG | FS | Low | Do not use within 6m of wastewater pipe |
| Photinia robusta | Red Leaf Photinia | 8 x 8 | INT | FS | Low | New growth coloured red |
| Pyrus calleryana 'Chanticleer' | Ornamental Pear | 10 x 6 | INT | FS | Medium | Formal-shaped, fast-growing deciduous tree |
| SHRUBS | | | | | | |
| Acacia cognata 'Limelight' | Bower Wattle | 10 x 6 | INT | FS | Medium | Soft weeping foliage. Requires good drainage |
| Argyranthemum frutescens | Maguerite Daisy | 10 x 6 | INT | FS | Medium | Soft weeping foliage. Requires good drainage |
| Banksia spinulosa | Hairpin Banksia | 10 x 6 | INT | FS | Medium | Bird attracting. Long, glossy toothed leaves |
| Choisya ternata | Mexican Orange Blossom | 10 x 6 | INT | FS | Medium | Glossy leaves with fragrant white flowers in spring |
| Coleonema pulchrum | Diosma | 1.5 x 1.5 | INT | FS | Medium | Masses of small pink flowers. Dwarf forms available |
| Convolvulus cneorum | Silver Bush | 0.6 x 0.7 | ENT | FS | Low | Good for hot, dry spots. Will cascade over a wall |
| Correa reflexa | Common Correa | 0.8 x 0.6 | IDG | FS/PS | Low | Tubular bell-shaped flowers in winter |
| Helichrysum petiolare | Licorice Plant | 0.6 x 1.5 | INT | FS | Low | Protect from frost |
| Lavandula stoechas 'Avonview' | Avonview Lavender | 0.8 x 0.6 | INT | FS | Low | Prune to maintain shape. Maintain good air circulation |
| Loropetalum chinense 'Purple Pixie' | Dwarf Fringe Flower | 0.4 x 1.2 | INT | FS/PS | Medium | Purple and pink flowers in spring |
| Pittosporum 'Golf Ball' | Golf Ball Pittosporum | 0.8 x 0.8 | INT | FS | Medium | Naturally compact, ball shaped |
| Rhapiolepis indica 'Oriental Pearl' | Oriental Pearl Indian Hawthorn | 0.8 x 1 | INT | FS | Low | Similar cultivars available. Do not use on bush-fronted lots |
| Westringia fruticosa 'grey box' | Grey Box Coast Rosemary | 0.45 x 0.45 | AU-C | FS/PS | Low | Grey foliage and natural ball shape. Responds to pruning. |
| Yucca filamentosa | Adam's Needle | 1.5 x 1 | INT | FS/PS | Low | Spiny, sword shaped leaves. Non-spiky forms available |

5.0

DEVELOPER AND APPROVAL APPLICATION FORM

Applications for developer approval
are to be emailed to the Wilton
Greens Design Review Committee:
DRC@wiltongreens.com.au

Complete and attach this cover sheet to your application.
Attachments must be in PDF format.

Lot No:

Owners Name/s:

Contact No:

Builder:

Contact No:

Postal Address:

Email:

Documents to be submitted to the DRC:
(These details are usually supplied by your builder
or architect). All drawings are to show north point,
scale and scale bar.

SITE PLAN (SCALE 1:200)

Must indicate all boundary setback dimensions,
building envelopes, total site coverage and floor areas,
site contours, natural ground levels and finish ground
levels, proposed earthworks and retaining walls,
vehicle crossover, driveway, letter box, fencing details,
ancillary items, and proposed outbuildings.

FLOOR PLANS (SCALE 1:100)

Must indicate key dimensions and window positions.

ELEVATIONS (SCALE 1:100)

Must include all 4 elevations of the house and 1
street elevation (2 for corner lots) and indicate
building heights, finished floor to ceiling levels,
roof pitch, eaves depth, external finishes, existing
ground levels and any excavation, fill and proposed
finished ground levels and retaining walls.
(Alternatively, the latter can be indicated on a cross
section at a minimum scale of 1:100).

EXTERNAL COLOUR & MATERIAL SELECTION

Include brands, colour names and colour swatches
where possible.

LANDSCAPE PLAN (SCALE 1:100)

Prepare landscape plan showing tree locations
in the front and rear yard as well as turf hedges,
understorey planting, planting schedule including
species and quantities, hard surfaces and finishes,
retaining wall, garden taps and proposed irrigation
and any area measurement for compliance purposes.

The DRC will endeavour to assess proposals in the
shortest possible time which is generally within
10 business days of receipt of a completed and
compliant application.

Disclaimer: The Design Guidelines may be amended from time to time at the Developer's discretion to reflect changes in design and building trends and/or amendments to legislation affecting building approvals. Applications will be assessed against (and must comply with) the version of the Design Guidelines that are current at the time the plans are submitted for approval. The final decision regarding all aspects of the Design Guideline will be at the discretion of the DRC. The DRC also reserves the right to waive or vary any requirements of the Design Guidelines. Any waiver or variation does not indicate that such waiver or variation will be granted to any other person, nor does it imply any such action will apply again. These details are correct at time of going to print, dated July 2020. The Design Guidelines have been prepared to assist the purchaser in the preparation of documentation for Council approval. The purchaser will still be obligated to meet any other requirements set by Council's Building Regulations. In the event of any inconsistency between these Building Design Guidelines and Council's Planning Regulations the purchase shall ensure compliance with Council's Regulations takes priority".

LIVE WITH NATURE AT SYDNEY'S GATEWAY

133 188
wiltongreens.com.au

Prescribed Documents



FOLIO: 961/1280874

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 12/9/2025 | 11:00 AM | 3 | 10/7/2023 |

LAND

LOT 961 IN DEPOSITED PLAN 1280874
AT WILTON
LOCAL GOVERNMENT AREA WOLLONDILLY
PARISH OF WILTON COUNTY OF CAMDEN
TITLE DIAGRAM DP1280874

FIRST SCHEDULE

SANDEMAN INVESTMENTS PTY LIMITED (T AT252709)

SECOND SCHEDULE (10 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 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1280874 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1280874 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1280874 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1280874 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 9 DP1280874 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT
- 10 DP1280874 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SCHEDULE OF SHORT & CURVED LINES

| No. | BEARING | DISTANCE | ARC | RADIUS |
|-----|------------|----------|---------|--------|
| 1 | 278°12'40" | 6.750 | - | - |
| 2 | 278°12'40" | 4.0 | - | - |
| 3 | 253°31'25" | 9.365 | - | - |
| 4 | 8°00'55" | 30.58 | - | - |
| 5 | 153°05'40" | 14.953 | 159.315 | 130.0 |
| 6 | 143°18'05" | 7.085 | - | - |
| 7 | 278°24" | 27.565 | - | - |
| 8 | 143°12'10" | 8.575 | - | - |
| 9 | 104°55'20" | 4.955 | 50.03 | 260.5 |
| 10 | 123°19'25" | 116.31 | 117.3 | 260.5 |
| 11 | 230°21'50" | 25.15 | - | - |
| 12 | 74°17'00" | 12.65 | 12.55 | 15.0 |
| 13 | 233°12'10" | 70.71 | 78.54 | 50.0 |
| 14 | 8°12'10" | 12.705 | - | - |
| 15 | 14°17'23" | 13.075 | 14.25 | 10.0 |
| 16 | 102°23" | 14.215 | 14.225 | 91.5 |
| 17 | 278°12'10" | 35.16 | - | - |
| 18 | 328°56'15" | 13.16 | 15.055 | 8.5 |
| 19 | 199°40'20" | 15.26 | - | - |
| 20 | 316°33'25" | 7.02 | - | - |
| 21 | 297°12'45" | 90.88 | 92.57 | 139.5 |
| 22 | 51°33'35" | 23.73 | - | - |
| 23 | 121°51'40" | 119.31 | 120.57 | 240.5 |
| 24 | 171°12'45" | 103.91 | 105.84 | 159.5 |
| 25 | 51°33'35" | 11.215 | - | - |
| 26 | 103°49'25" | 130.835 | 130.835 | 1740.5 |
| 27 | 98°23'40" | 15.24 | - | - |
| 28 | 188°23'40" | 15.24 | - | - |
| 29 | 278°12'40" | 15.24 | - | - |
| 30 | 8°23'40" | 15.24 | - | - |

HEIGHT DIFFERENCE SCHEDULE

| FROM | TO | HEIGHT DIFFERENCE | METHOD |
|------------|------------|-------------------|-------------------------|
| SSM 28018 | SSM 102267 | -14.464 | TRIGONOMETRIC LEVELLING |
| SSM 102267 | SSM 41717 | -1.493 | TRIGONOMETRIC LEVELLING |
| SSM 41717 | SSM 11414 | -4.117 | TRIGONOMETRIC LEVELLING |
| SSM 11414 | SSM 11412 | -0.967 | TRIGONOMETRIC LEVELLING |
| SSM 11412 | SSM 11414 | -2.308 | TRIGONOMETRIC LEVELLING |
| SSM 11414 | SSM 207336 | +9.149 | TRIGONOMETRIC LEVELLING |
| SSM 207336 | SSM 40807 | -0.539 | TRIGONOMETRIC LEVELLING |
| SSM 40807 | SSM 40714 | +27.389 | TRIGONOMETRIC LEVELLING |
| SSM 40714 | SSM 28018 | -26.578 | TRIGONOMETRIC LEVELLING |

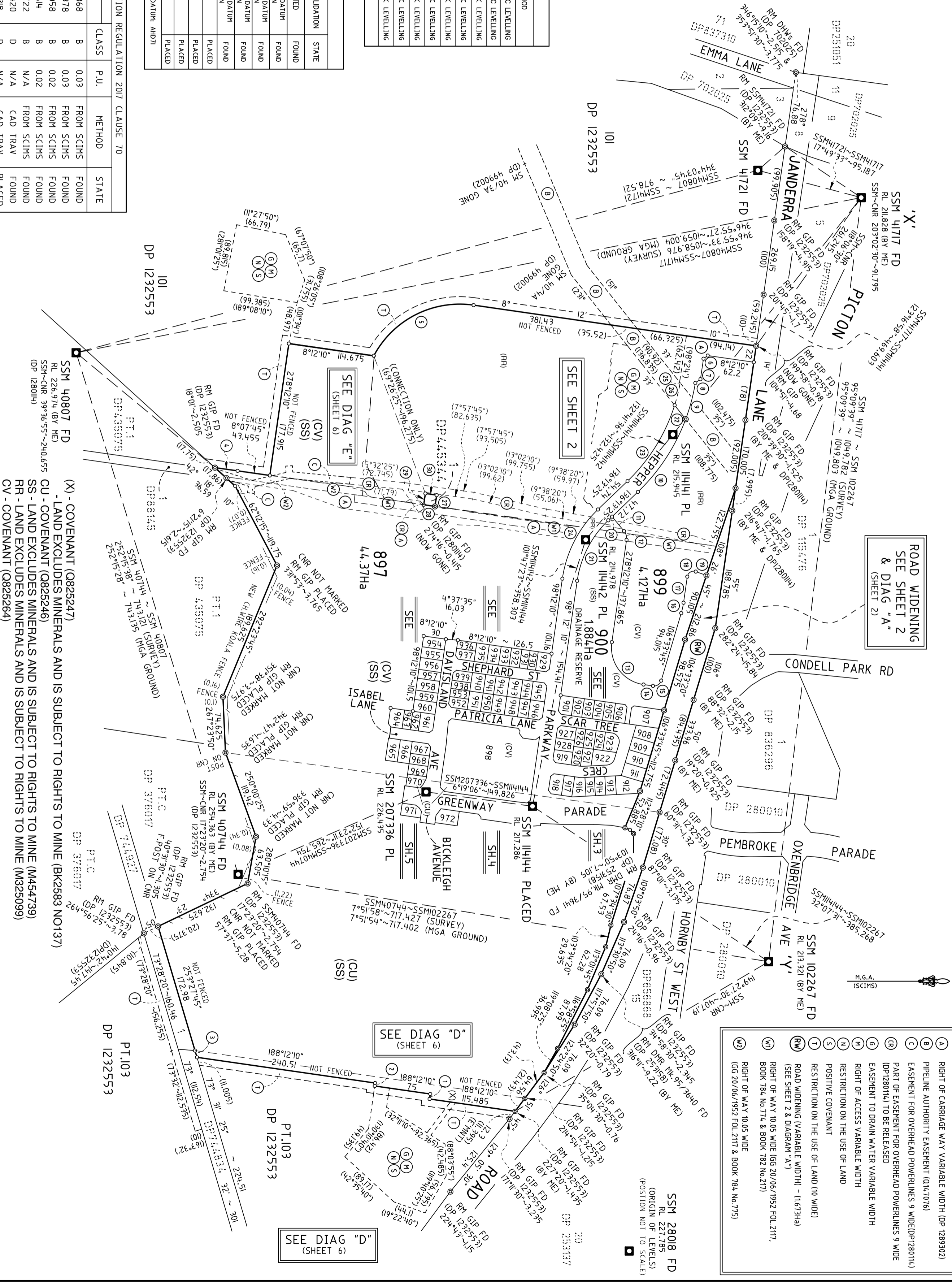
HEIGHT SCHEDULE

| MARK | VALUE | CLASS | PU | HEIGHT DATUM VALIDATION | STATE |
|------------|---------|-------|------|------------------------------|--------|
| SSM 28018 | 227.785 | LC | N/A | SCMS ADOPTED | FOUND |
| SSM 102267 | 213.957 | B | 0.06 | FROM SCMS - DATUM VALIDATION | FOUND |
| SSM 41717 | 211.840 | LC | N/A | FROM SCMS - DATUM VALIDATION | FOUND |
| SSM 40807 | 226.939 | LC | N/A | FROM SCMS - DATUM VALIDATION | FOUND |
| SSM 40714 | 254.331 | LC | N/A | FROM SCMS - DATUM VALIDATION | FOUND |
| SSM 11414 | 215.945 | B | N/A | N/A | PLACED |
| SSM 11412 | 214.978 | B | N/A | N/A | PLACED |
| SSM 11414 | 217.286 | B | N/A | N/A | PLACED |
| SSM 207336 | 226.435 | B | N/A | N/A | PLACED |

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70

| MARK | EASTING | NORTHING | CLASS | P.U. | METHOD | STATE |
|------------|-------------|---------------|-------|------|-----------|--------|
| SSM 40714 | 286 527.210 | 6 208 750.868 | B | 0.03 | FROM SCMS | FOUND |
| SSM 40807 | 285 819.329 | 6 208 524.378 | B | 0.03 | FROM SCMS | FOUND |
| SSM 41717 | 285 579.710 | 6 209 556.058 | B | 0.02 | FROM SCMS | FOUND |
| SSM 102267 | 286 625.393 | 6 209 461.614 | B | 0.02 | FROM SCMS | FOUND |
| SSM 28018 | 287 569.348 | 6 208 809.722 | B | N/A | FROM SCMS | FOUND |
| SSM 41721 | 285 550.575 | 6 209 465.420 | D | N/A | CAD TRAV | PLACED |
| SSM 11414 | 285 972.352 | 6 209 298.318 | D | N/A | CAD TRAV | PLACED |
| SSM 11412 | 286 069.699 | 6 209 208.513 | D | N/A | CAD TRAV | PLACED |
| SSM 11414 | 286 420.495 | 6 209 135.303 | D | N/A | CAD TRAV | PLACED |
| SSM 207336 | 286 404.007 | 6 208 986.365 | D | N/A | CAD TRAV | PLACED |

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



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

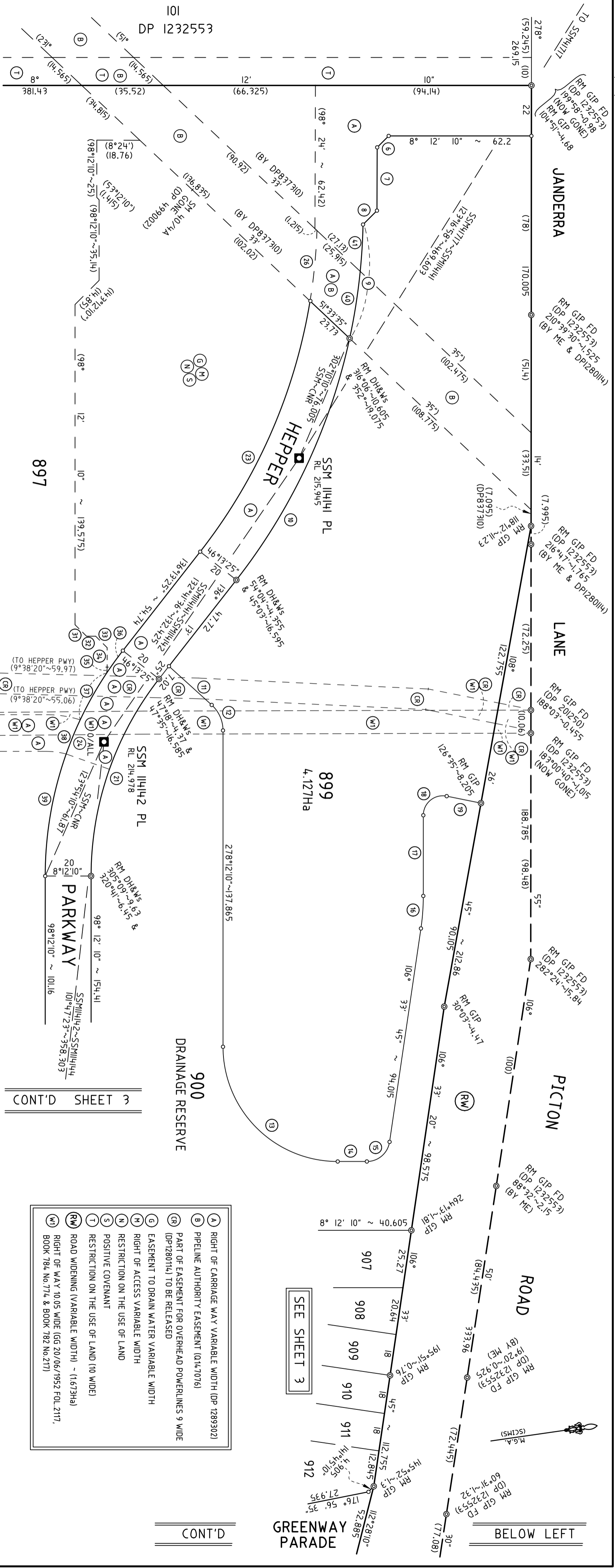
PLAN OF SUBDIVISION OF LOT 102 DP 1232553 & LOT 50 DP 1244223 AND EASEMENTS OVER LOTS 101 & 103 DP 1232553

LGA: WOLLONDILLY
Locality: WILTON

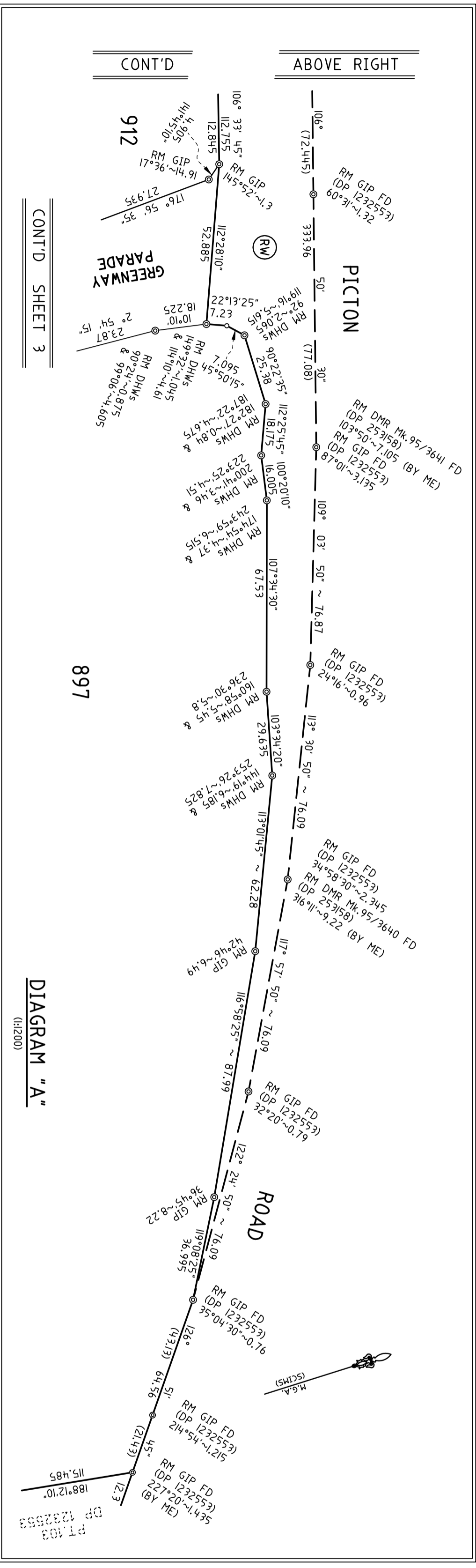
Registered
24/02/2023

DP1280874

- (A) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (DP 1289302)
- (B) PIPELINE AUTHORITY EASEMENT (14/7016)
- (C) EASEMENT FOR OVERHEAD POWERLINES 9 WIDE (DP1280114)
- (D) PART OF EASEMENT FOR OVERHEAD POWERLINES 9 WIDE (DP1280114) TO BE RELEASED
- (E) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (F) RIGHT OF ACCESS VARIABLE WIDTH
- (G) RESTRICTION ON THE USE OF LAND
- (H) POSITIVE COVENANT
- (I) RESTRICTION ON THE USE OF LAND (10 WIDE)
- (J) ROAD WIDENING (VARIABLE WIDTH) - (1.637ha) (SEE SHEET 2 & DIAGRAM 'A')
- (K) RIGHT OF WAY 10.05 WIDE (GG 20/06/1952 FOL.2117, BOOK 784, NO.714 & BOOK 782, NO.217)
- (L) RIGHT OF WAY 10.05 WIDE (GG 20/06/1952 FOL.2117 & BOOK 784, NO.715)



- (A) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (DP 1289302)
- (B) PIPELINE AUTHORITY EASEMENT (01/14/10716)
- (C) PART OF EASEMENT FOR OVERHEAD POWERLINES 9 WIDE (DP1280114) TO BE RELEASED
- (D) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (E) RIGHT OF ACCESS VARIABLE WIDTH
- (F) RESTRICTION ON THE USE OF LAND
- (G) RESTRICTION ON THE USE OF LAND (10 WIDE)
- (H) ROAD WIDENING (VARIABLE WIDTH) - (1.673ha)
- (I) RIGHT OF WAY 10.05 WIDE (GG 20/06/1952 FOL.2117, BOOK 784, No. 774 & BOOK 782, No. 277)



SCHEDULE OF SHORT & CURVED LINES

| No. | BEARING | DISTANCE | ARC | RADIUS |
|-----|------------|----------|---------|--------|
| 6 | 143°18'05" | 7.085 | - | - |
| 7 | 278°24' | 27.565 | - | - |
| 8 | 143°12'10" | 8.575 | - | - |
| 9 | 104°55'20" | 49.955 | 50.03 | 260.5 |
| 10 | 123°19'25" | 116.31 | 117.3 | 260.5 |
| 11 | 230°21'50" | 25.15 | - | - |
| 12 | 74°17'00" | 12.65 | 12.525 | 15.0 |
| 13 | 233°12'10" | 70.71 | 78.54 | 50.0 |
| 14 | 8°12'10" | 12.705 | - | - |
| 15 | 147°23' | 13.075 | 14.25 | 10.0 |
| 16 | 102°23' | 14.215 | 14.225 | 97.5 |
| 17 | 278°12'10" | 35.16 | - | - |
| 18 | 328°56'15" | 13.16 | 15.055 | 8.5 |
| 19 | 199°40'20" | 15.26 | - | - |
| 21 | 297°12'45" | 90.88 | 92.57 | 139.5 |
| 22 | 127°51'40" | 119.31 | 120.57 | 240.5 |
| 24 | 117°12'45" | 103.91 | 105.84 | 159.5 |
| 26 | 103°49'25" | 30.935 | 30.855 | 1240.5 |
| 31 | 53°12'10" | 17.07 | - | - |
| 32 | 8°12'10" | 14 | - | - |
| 33 | 53°12'10" | 17.07 | - | - |
| 34 | 98°12'10" | 18.485 | - | - |
| 35 | 103°48'1" | 12.655 | 12.66 | 1364.5 |
| 36 | 134°02'40" | 12.725 | 12.13 | 159.5 |
| 37 | 127°40'05" | 12.335 | 12.338 | 159.5 |
| 38 | 120°34'40" | 16.085 | 16.095 | 159.5 |
| 39 | 107°56'40" | 53.98 | 54.24 | 159.5 |
| 40 | 107°10'20" | 129.55 | 129.55 | 1260.5 |
| 41 | 100°40'15" | 120.46 | 120.465 | 1260.5 |

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

Table of mm

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
 Lengths are in metres. Reduction Ratio 1:1200

Registered
 24/02/2023

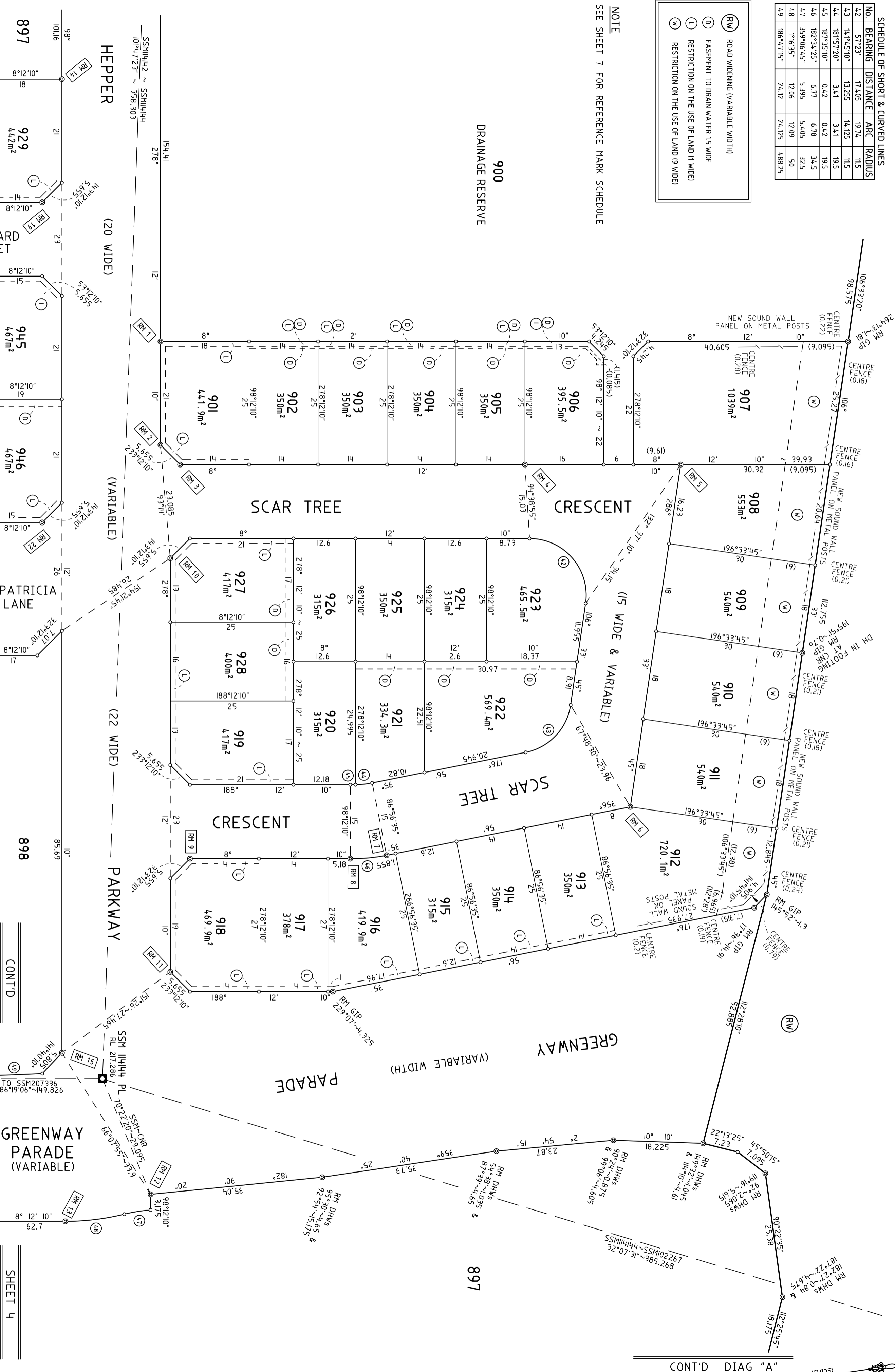
DP1280874

SCHEDULE OF SHORT & CURVED LINES

| No. | BEARING | DISTANCE | ARC | RADIUS |
|-----|------------|----------|--------|--------|
| 4.2 | 57°23' | 17.405 | 19.74 | 11.5 |
| 4.3 | 147°45'10" | 13.295 | 14.125 | 11.5 |
| 4.4 | 187°57'20" | 3.41 | 3.41 | 19.5 |
| 4.5 | 187°35'10" | 0.42 | 0.42 | 19.5 |
| 4.6 | 182°34'25" | 6.77 | 6.78 | 34.5 |
| 4.7 | 359°06'45" | 5.395 | 5.405 | 32.5 |
| 4.8 | 1°16'35" | 12.06 | 12.09 | 5.0 |
| 4.9 | 186°47'15" | 24.12 | 24.125 | 488.25 |

- (RW) ROAD WIDENING (VARIABLE WIDTH)
- (D) EASEMENT TO DRAIN WATER 1.5 WIDE
- (L) RESTRICTION ON THE USE OF LAND (1 WIDE)
- (M) RESTRICTION ON THE USE OF LAND (9 WIDE)

NOTE
SEE SHEET 7 FOR REFERENCE MARK SCHEDULE



CONT'D DIAG "A"
(SHEET 2)



HEPPER
(20 WIDE)

SCAR TREE
(VARIABLE)

SCAR TREE
(15 WIDE & VARIABLE)

CRESCENT
(22 WIDE)

PARKWAY
(VARIABLE WIDTH)

GREENWAY
PARADE
(VARIABLE)

GREENWAY
PARADE
(VARIABLE)

DRAINAGE RESERVE
900

HEPPER
(20 WIDE)

897

929
4.42m²

945
4.67m²

946
4.67m²

948

949

950

952

953

954

955

957

900

901
4.41.9m²

902
3.50m²

903
3.50m²

904
3.50m²

905
3.50m²

906
3.95.5m²

907
10.39m²

908
5.53m²

909
5.40m²

910
5.40m²

911
5.40m²

912

913
3.50m²

914
3.50m²

915
3.15m²

916
4.19.9m²

917
3.78m²

918
4.69.9m²

919
4.17m²

920
3.15m²

921
3.34.3m²

922
5.69.4m²

923
4.65.5m²

924

925
3.50m²

926
3.15m²

927
4.17m²

928
4.00m²

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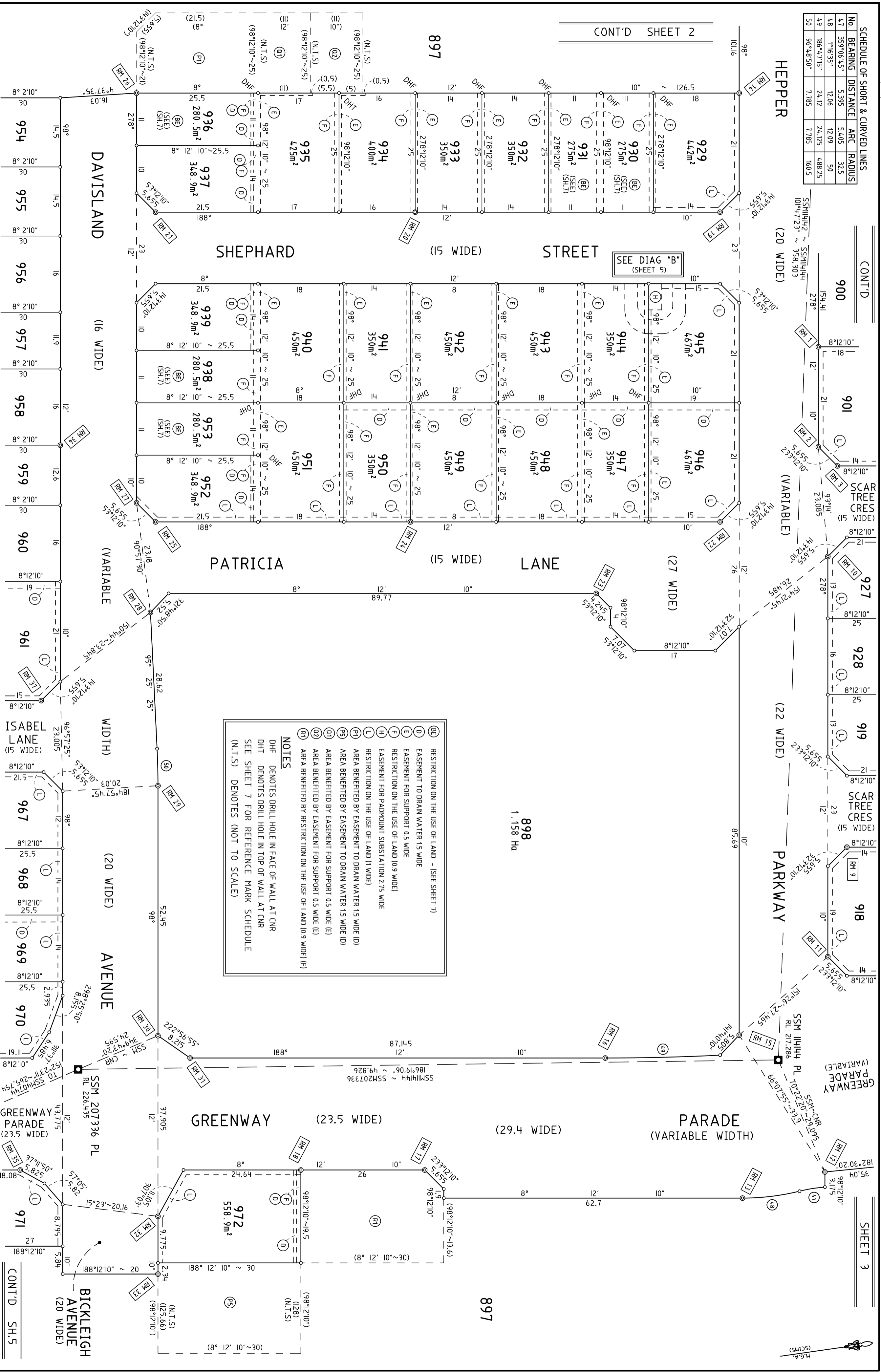
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SCHEDULE OF SHORT & CURVED LINES

| No. | BEARING | DISTANCE | ARC RADIUS |
|-----|------------|----------|------------|
| 47 | S35°06'45" | 5.395 | 5.405 |
| 48 | T1°16'35" | 12.06 | 12.09 |
| 49 | S16°47'15" | 24.12 | 24.125 |
| 50 | S6°48'50" | 7.785 | 7.785 |



CONT'D SHEET 2

CONT'D

SCARLETT CRES (5 WIDE)

SCARLETT CRES (5 WIDE)

SCARLETT CRES (5 WIDE)

SCARLETT CRES (5 WIDE)

GREENWAY PARADE (VARIABLE WIDTH)

SHEET 3

NOTES

- (BE) RESTRICTION ON THE USE OF LAND - (SEE SHEET 7)
- (D) EASEMENT TO DRAIN WATER 1.5 WIDE
- (E) EASEMENT FOR SUPPORT 0.5 WIDE
- (F) RESTRICTION ON THE USE OF LAND (1 WIDE)
- (H) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (L) RESTRICTION ON THE USE OF LAND (1 WIDE)
- (P1) AREA BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (D)
- (P5) AREA BENEFITED BY EASEMENT FOR SUPPORT 0.5 WIDE (E)
- (P6) AREA BENEFITED BY EASEMENT FOR SUPPORT 0.5 WIDE (E)
- (P7) AREA BENEFITED BY EASEMENT FOR SUPPORT 0.5 WIDE (E)
- (P8) AREA BENEFITED BY RESTRICTION ON THE USE OF LAND (0.9 WIDE) (F)

NOTES

- DHF DENOTES DRILL HOLE IN FACE OF WALL AT CNR
- DHT DENOTES DRILL HOLE IN TOP OF WALL AT CNR
- SEE SHEET 7 FOR REFERENCE MARK SCHEDULE
- (N.T.S) DENOTES (NOT TO SCALE)

Surveyor: GARY MARK WARREN
Date of Survey: 16-11-2022
Surveyor's Ref: 78155.1A101

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
Lengths are in metres. Reduction Ratio 1:500

Registered
24/02/2023

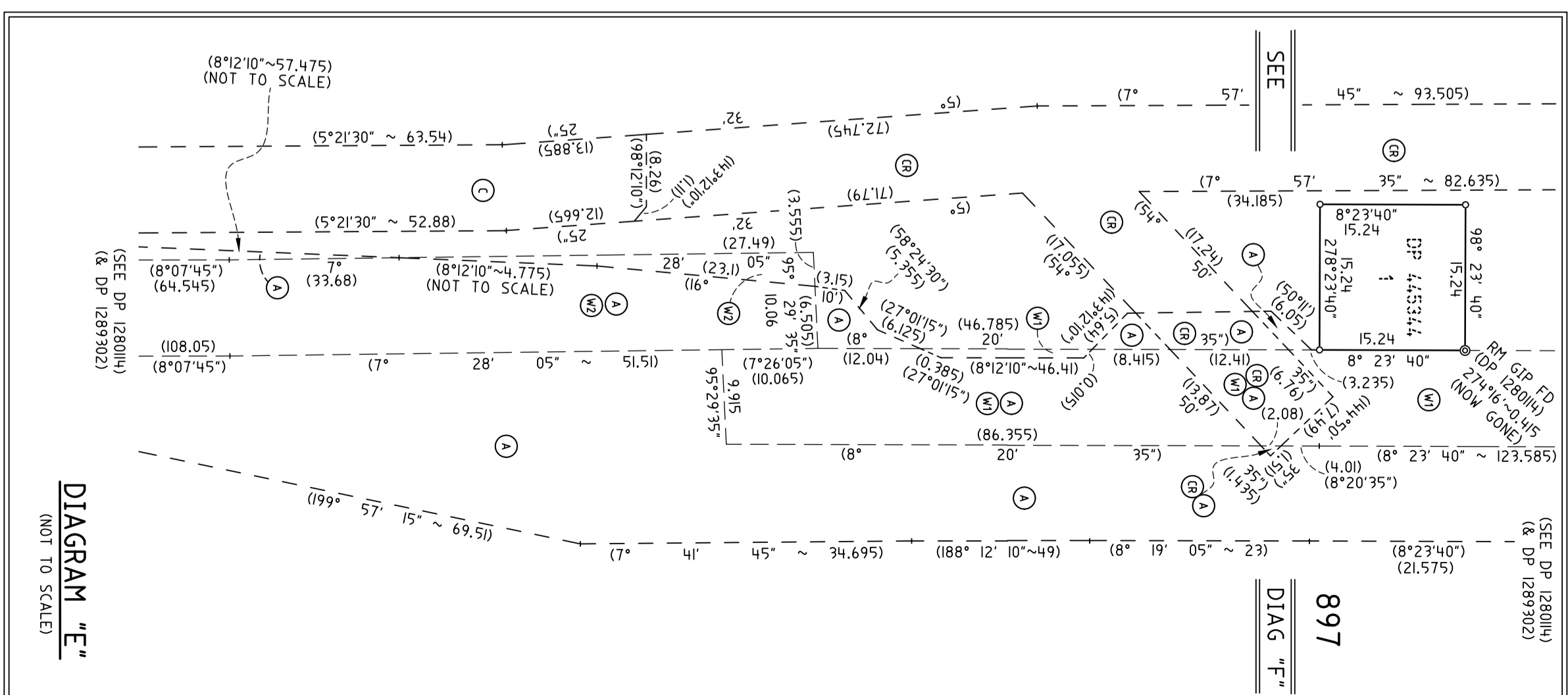
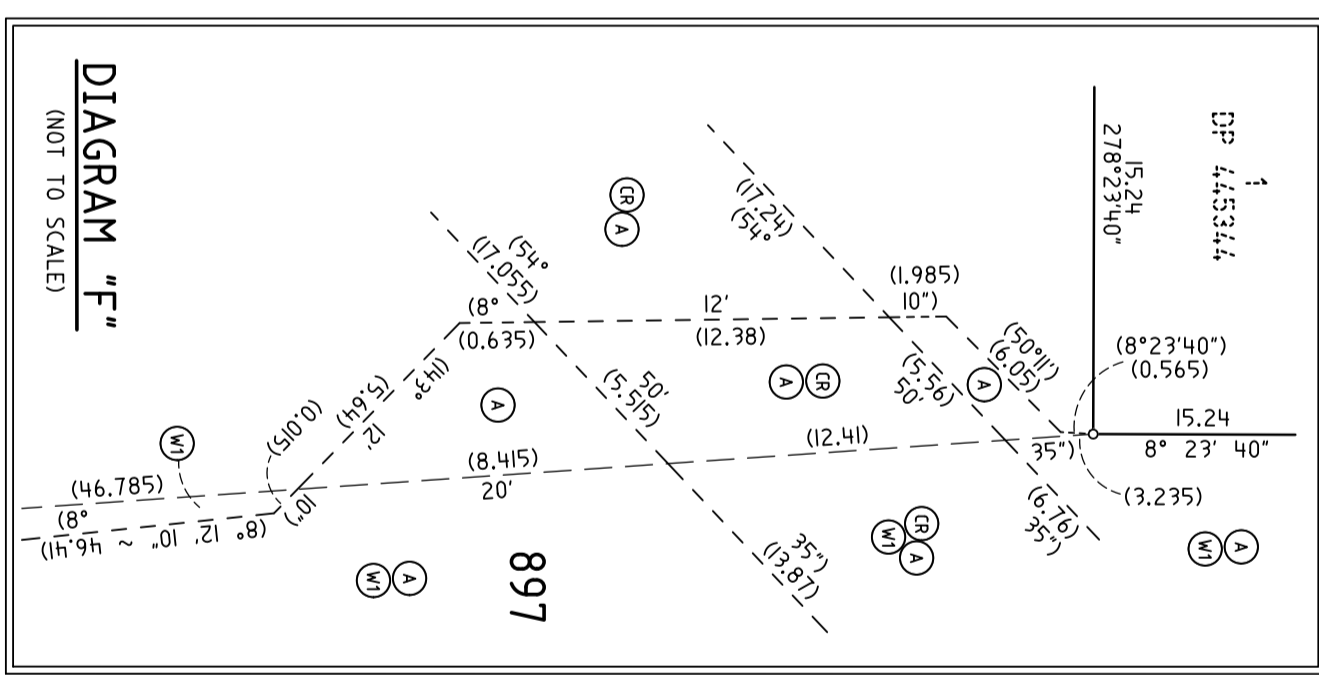
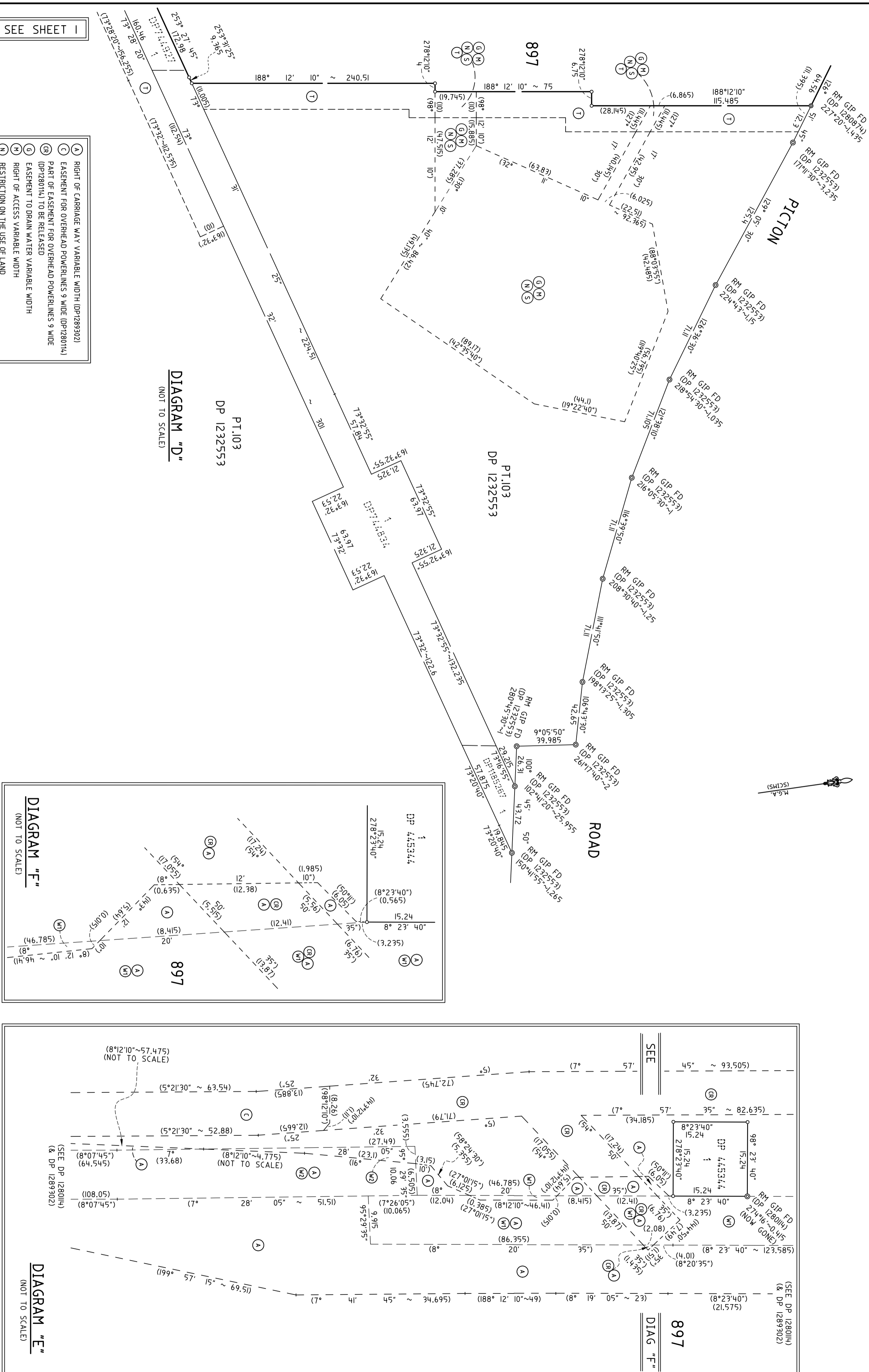
DP1280874

CONT'D

SHEET 5

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

Table of mm



- SEE SHEET 1
- (A) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (DP1289302)
 - (C) EASEMENT FOR OVERHEAD POWERLINES 9 WIDE (DP1280114)
 - (D) PART OF EASEMENT FOR OVERHEAD POWERLINES 9 WIDE (DP1280114)
 - (E) EASEMENT TO DRAIN WATER VARIABLE WIDTH
 - (G) EASEMENT TO ACCESS VARIABLE WIDTH
 - (N) RESTRICTION ON THE USE OF LAND
 - (S) POSITIVE COVENANT
 - (T) RESTRICTION ON THE USE OF LAND (10 WIDE)
 - (W) RIGHT OF WAY 10.05 WIDE (GG 20/06/1952 FOL 2117, BOOK 784, No.774 & BOOK 782 No.217)
 - (Z) RIGHT OF WAY 10.05 WIDE (GG 20/06/1952 FOL 2117 & BOOK 784, No.775)

DIAGRAM "D"
(NOT TO SCALE)

DIAGRAM "F"
(NOT TO SCALE)

DIAGRAM "E"
(NOT TO SCALE)

| | | | | | | | | | | | | | |
|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm | | | | | | | | | | | | | |

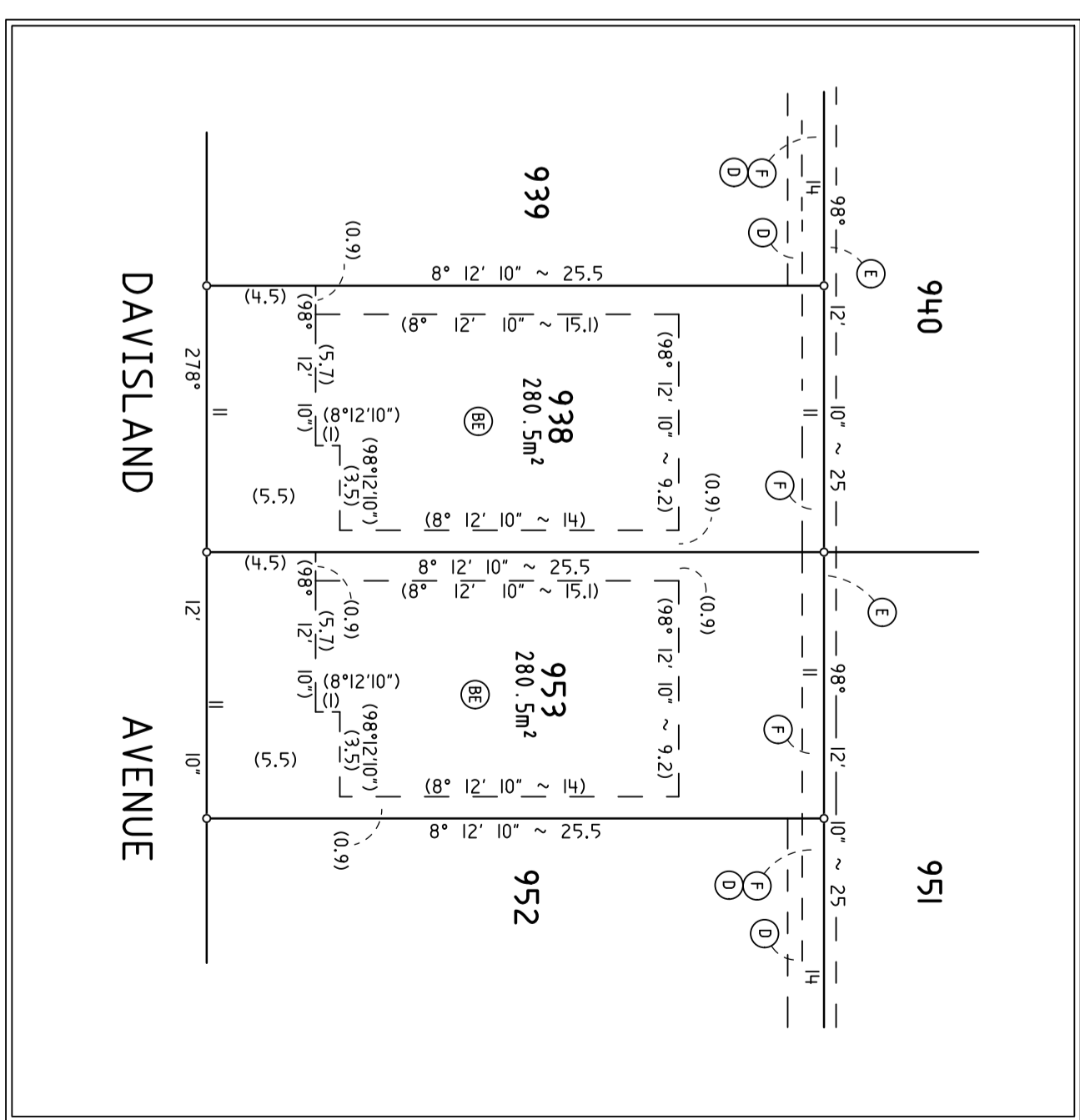
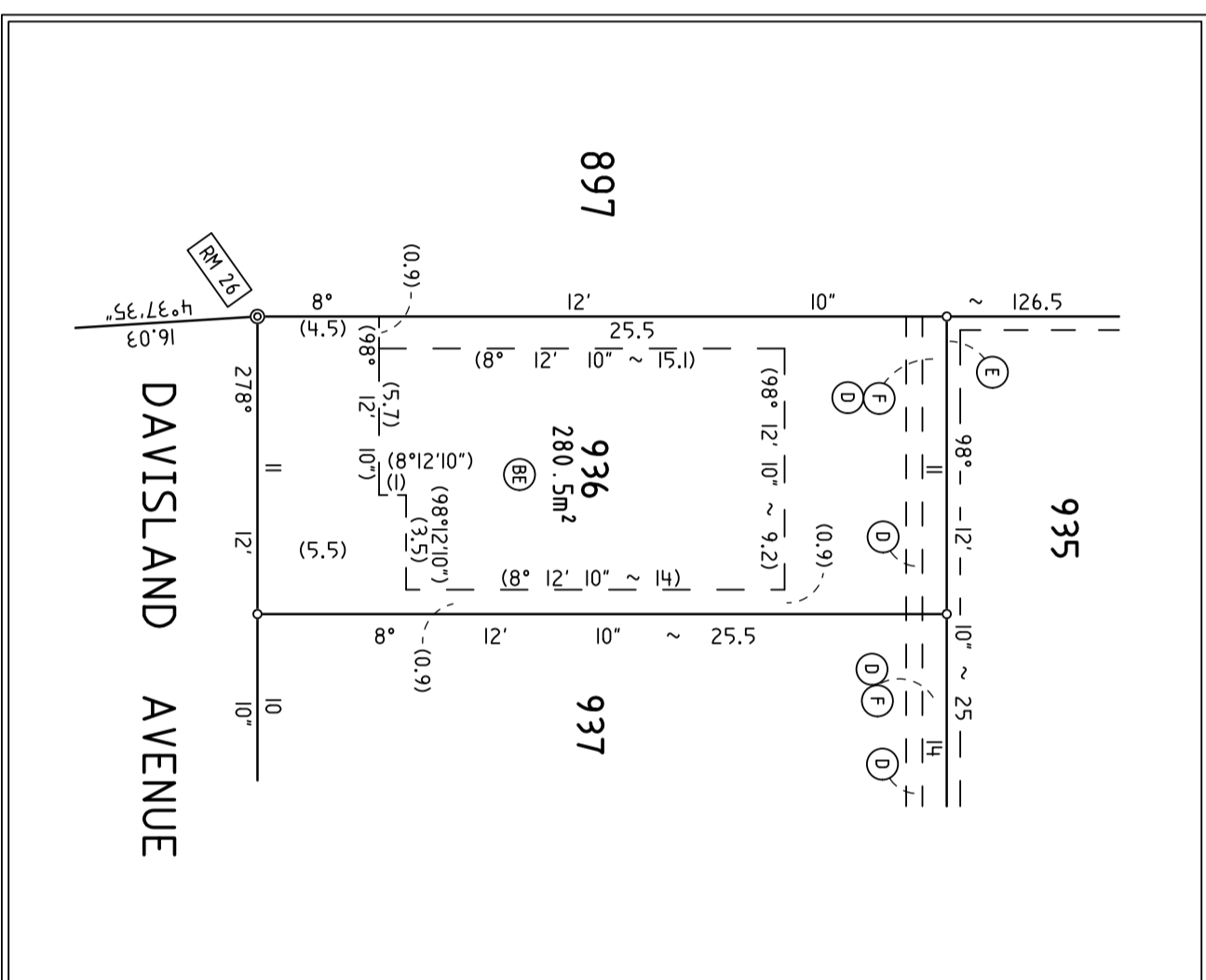
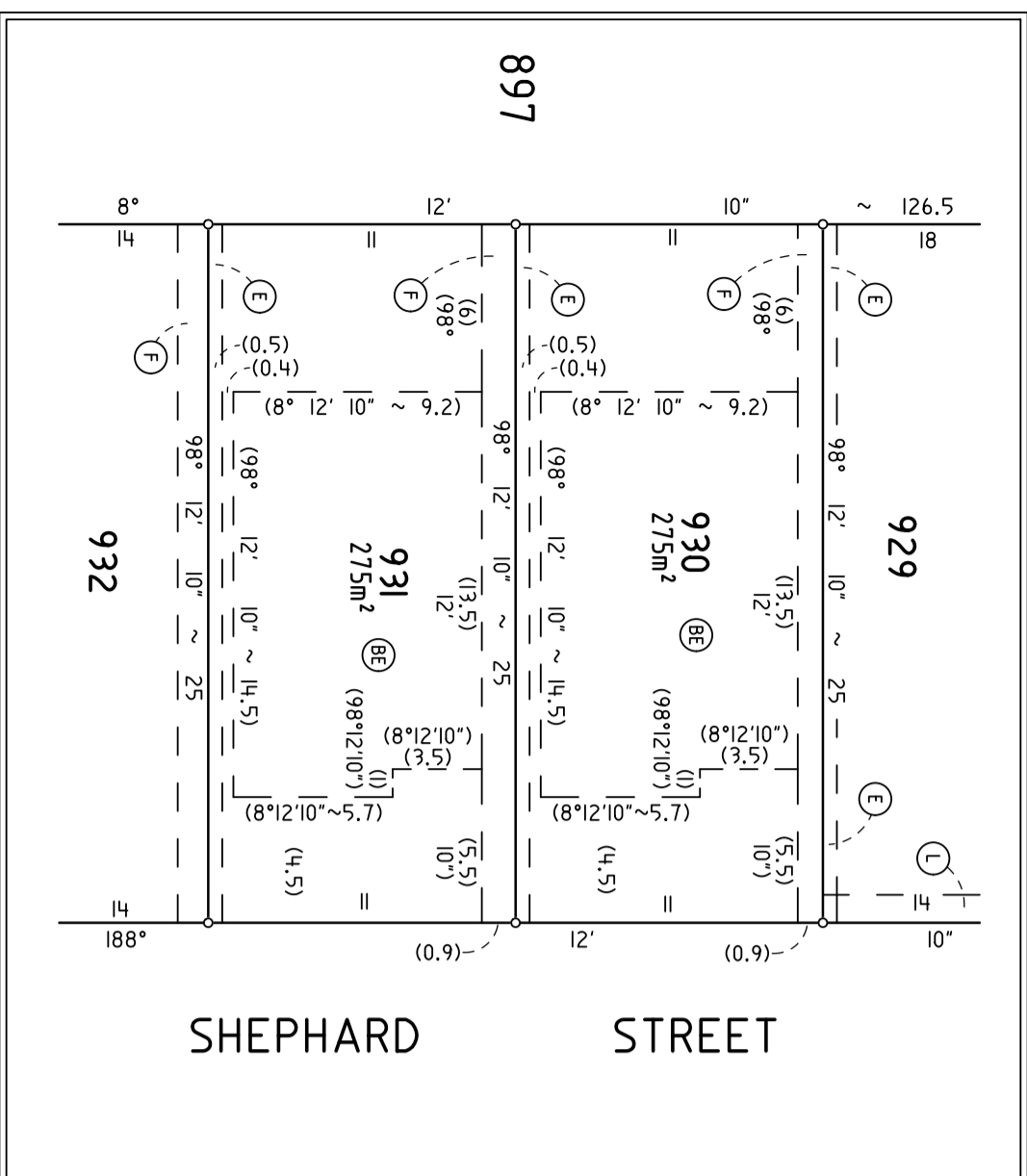
Surveyor: GARY MARK WARREN
Date of Survey: 16-11-2022
Surveyor's Ref: 78155.1A.L01

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
Lengths are in metres. Reduction Ratio As Shown

Registered
24/02/2023

DP1280874



BUILDING ENVELOPE RESTRICTION DIAGRAMS

REFERENCE MARK SCHEDULE

| No. | BEARING | DISTANCE | MARK | ORIGIN |
|-----|---------|----------|------|--------|
| 1 | 358°57' | 4.42 | DHW | PLACED |
| 2 | 32°01' | 6.155 | DHWS | PLACED |
| 3 | 15°02' | 16.675 | DHWS | PLACED |
| 4 | 262°59' | 3.555 | DHWS | PLACED |
| 5 | 273°51' | 11.52 | DHWS | PLACED |
| 6 | 283°19' | 3.42 | DHWS | PLACED |
| 7 | 281°14' | 11.505 | DHWS | PLACED |
| 8 | 17°30' | 11.92 | DHWS | PLACED |
| 9 | 330°17' | 17.93 | DHWS | PLACED |
| 10 | 32°29' | 8.59 | DHWS | PLACED |
| 11 | 43°19' | 18.05 | DHWS | PLACED |
| 12 | 94°06' | 3.435 | DHWS | PLACED |
| 13 | 90°23' | 11.51 | DHWS | PLACED |
| 14 | 114°16' | 3.6 | DHWS | PLACED |
| 15 | 98°18' | 11.49 | DHWS | PLACED |
| 16 | 98°42' | 3.315 | DHWS | PLACED |
| 17 | 98°59' | 11.5 | DHWS | PLACED |
| 18 | 359°28' | 8.7 | DHWS | PLACED |
| 19 | 6°09' | 18.585 | DHWS | PLACED |
| 20 | 321°53' | 9.19 | DHWS | PLACED |
| 21 | 344°29' | 17.86 | DHWS | PLACED |
| 22 | 63°16' | 6.27 | DHWS | PLACED |
| 23 | 74°44' | 12.23 | DHWS | PLACED |
| 24 | 95°38' | 10.2 | DHWS | PLACED |
| 25 | 90°14' | 18.08 | DHWS | PLACED |

REFERENCE MARK SCHEDULE

| No. | BEARING | DISTANCE | MARK | ORIGIN |
|-----|---------|----------|------|--------|
| 14 | 177°57' | 3.41 | DHW | PLACED |
| 15 | 191°51' | 4.71 | DHWS | PLACED |
| 16 | 143°11' | 7.595 | DHWS | PLACED |
| 17 | 271°56' | 3.87 | DHWS | PLACED |
| 18 | 279°57' | 9.985 | DHWS | PLACED |
| 19 | 92°55' | 5.695 | DHWS | PLACED |
| 20 | 97°27' | 17.825 | DHWS | PLACED |
| 21 | 98°19' | 5.63 | DHW | PLACED |
| 22 | 292° | 3.4 | DHWS | PLACED |
| 23 | 283°45' | 11.68 | DHWS | PLACED |
| 24 | 290°22' | 3.3 | DHWS | PLACED |
| 25 | 283°09' | 11.69 | DHWS | PLACED |
| 26 | 251°44' | 3.74 | DHWS | PLACED |
| 27 | 272°05' | 11.635 | DHWS | PLACED |
| 28 | 308°46' | 6.635 | DHWS | PLACED |
| 29 | 279°09' | 10.03 | DHWS | PLACED |
| 30 | 80°02' | 2.55 | DHWS | PLACED |
| 31 | 92°22' | 11.645 | DHWS | PLACED |
| 32 | 274°02' | 3.37 | DHWS | PLACED |
| 33 | 280°15' | 11.585 | DHWS | PLACED |
| 34 | 243°51' | 4.055 | DHWS | PLACED |
| 35 | 267°36' | 11.715 | DHWS | PLACED |
| 36 | 5°17' | 4.39 | DHWS | PLACED |
| 37 | 8°36' | 12.51 | DHWS | PLACED |


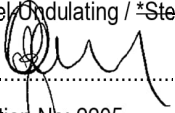

REFERENCE MARK SCHEDULE

| No. | BEARING | DISTANCE | MARK | ORIGIN |
|-----|---------|----------|------|--------|
| 27 | 21°38' | 4.465 | DHWS | PLACED |
| 28 | 10°15' | 12.56 | DHWS | PLACED |
| 29 | 352°46' | 4.51 | DHWS | PLACED |
| 30 | 4°43' | 15.46 | DHWS | PLACED |
| 31 | 54°06' | 6.08 | DHWS | PLACED |
| 32 | 5°39' | 16.62 | DHWS | PLACED |
| 33 | 67°09' | 8.53 | DHWS | PLACED |
| 34 | 0°27' | 9.3 | DHWS | PLACED |
| 35 | 283°41' | 9.675 | DHWS | PLACED |
| 36 | 262°39' | 11.27 | DHWS | PLACED |
| 37 | 329°36' | 7.4 | DHWS | PLACED |
| 38 | 14°43' | 9.845 | DHWS | PLACED |
| 39 | 29°54' | 6.98 | DHWS | PLACED |
| 40 | 12°52' | 16.61 | DHWS | PLACED |
| 41 | 159°28' | 3.84 | DHW | PLACED |
| 42 | 66°37' | 6.975 | DHWS | PLACED |
| 43 | 110°11' | 9.885 | DHWS | PLACED |
| 44 | 110°14' | 5.73 | DHWS | PLACED |
| 45 | 101°08' | 17.815 | DHWS | PLACED |
| 46 | 281°25' | 3.365 | DHWS | PLACED |
| 47 | 277°56' | 11.51 | DHWS | PLACED |
| 48 | 267°40' | 3.37 | DHWS | PLACED |
| 49 | 279°44' | 11.59 | DHWS | PLACED |

- (BE) RESTRICTION ON THE USE OF LAND
- (D) EASEMENT TO DRAIN WATER 1.5 WIDE
- (E) EASEMENT FOR SUPPORT 0.5 WIDE
- (F) RESTRICTION ON THE USE OF LAND (0.9 WIDE)
- (L) RESTRICTION ON THE USE OF LAND (1 WIDE)

| | | | | | | | | | | | | | |
|---|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm | | | | | | | | | | | | | |
| 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 Lengths are in metres, 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> <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 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 12:35 pm. 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)



24/02/2023

Office Use Only

Office Use Only

Registered:

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)

| | |
|---|---|
| <p>Registered:  24/02/2023 Office Use Only</p> <p>PLAN OF SUBDIVISION OF LOT 102 DP1232553 & LOT 50 DP1244223 AND EASEMENTS OVER LOTS 101 & 103 DP1232553</p> <p>Subdivision Certificate number: 14.2018.339.1 Date of Endorsement: 21 February 2023</p> | <p>Office Use Only</p> <h1 style="margin: 0;">DP1280874</h1> <p>This sheet is for the provision of the following information as required:</p> <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. |
|---|---|


| 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)

| | |
|--|---|
| <p>Registered:  24/02/2023</p> <p style="text-align: right;">Office Use Only</p> | <p style="text-align: right;">Office Use Only</p> <h1 style="margin: 0;">DP1280874</h1> |
| <p>PLAN OF SUBDIVISION OF LOT 102 DP1232553 & LOT 50 DP1244223 AND EASEMENTS OVER LOTS 101 & 103 DP1232553</p> | |
| <p>Subdivision Certificate number: 14.2018.339.1 Date of Endorsement: 21 February 2023</p> | |
| <p>This sheet is for the provision of the following information as required:</p> <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. | |


| 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)

| | |
|--|--|
| <p>Registered:  24/02/2023</p> <p style="text-align: right;">Office Use Only</p> | <p>Office Use Only</p> <h1 style="margin: 0;">DP1280874</h1> |
| <p>PLAN OF SUBDIVISION OF LOT 102 DP1232553 & LOT 50 DP1244223 AND EASEMENTS OVER LOTS 101 & 103 DP1232553</p> | <p>This sheet is for the provision of the following information as required:</p> <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. |
| <p>Subdivision Certificate number: 14.2018.339.1</p> <p>Date of Endorsement:21 February 2023.....</p> | |

| 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
DP1280874

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



- 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.


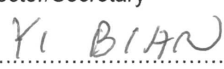
Subdivision Certificate number: 14.2018.339.1

Date of Endorsement: 21 February 2023

Execution by Registered Proprietor – Lots 101, 102 & 103 DP1232553 and Lot 50 DP1244223

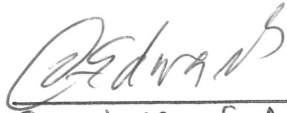
EXECUTED by:
COUNTRY GARDEN WILTON EAST PTY LTD
ABN 31 617 312 334
in accordance with Section 127(1) of the Corporations Act 2001 in the presence of

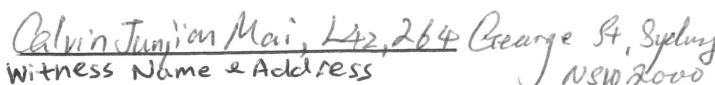

.....
Director

.....
Name (BLOCK LETTERS)


.....
Director/Secretary

.....
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 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) | 930 931 932 933 934 935 936 937 938 939 940 941 941 942 943 944 947 948 949 950 951 952 953 963 965 972 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" |

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

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 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.

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 7 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

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)

Plan: **DP1280874**

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

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:

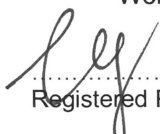
- (i) the Structure, excavation, filling or alteration of surface levels have been designed by a qualified civil/structural engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities;
- (ii) the Structures are 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)

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

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 9 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

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**

Plan of Subdivision of Lot 102 DP1232553 &
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101 & 103 DP1232553
covered by Subdivision Certificate No. 14.2018.339.1

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**

Plan of Subdivision of Lot 102 DP1232553 &
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covered by Subdivision Certificate No. 14.2018.339.1

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)

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

(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.

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 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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covered by Subdivision Certificate No. 14.2018.339.1

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.

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 15 of 19 sheets)

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covered by Subdivision Certificate No. 14.2018.339.1

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.
.....
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 17 of 19 sheets)

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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

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.

Plan: **DP1280874**

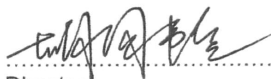
(Sheet 18 of 19 sheets)


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

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

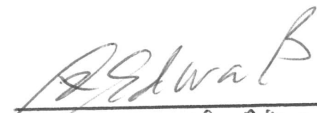
EXECUTED by:
COUNTRY GARDEN WILTON EAST PTY LTD
ABN 31 617 312 334
in accordance with Section 127(1) of the Corporations Act
2001 in the presence of


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


.....
Director/Secretary
YI 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 Junjion Mai, L42, 264 Gungahlin St
.....
Witness Name & Address Sydney NSW 2000

Zina Edwards

.....
Name of Attorney


.....
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 19 of 19 sheets)

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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

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 38 of the Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)

Signature of witness:


Digitally signed by Megan Dowds
Date: 2022.11.16 13:57:16 +11'00'

Name of witness:

Megan Dowds

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

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

Signature of attorney:


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

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Power of attorney:
Book 4793 No. 57

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

Endeavour Energy reference:

URS23690 URS23691 URS23693

Release RPM18444 PROP00057461 - 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)

71 OCT 6 AM 11:03

750 R.P. 13A

FEES:—
 Lodgment
 Endorsement

New South Wales
MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

\$12-

I, HENRY LEONARD BOON of Coniston, Ironworker

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.

Unless estate, strike out "in simple" and interline the required alteration.

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 Teos Mines N.L.

do hereby transfer to

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

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

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

description may refer to the defined residue of the land in a certificate or 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. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

| County | Parish | Whole or Part | Reference to Title | | Description of Land (if part only) |
|---------------|---------------|---------------|--------------------|------|------------------------------------|
| | | | Vol. | Fol. | |
| <u>CAIDEN</u> | <u>WILLOW</u> | <u>WHOLE</u> | 9129 | 98 | |
| | | | 9122 | 196 | |

41203A

FE

And the transferee covenant(s) with the transferor(s)

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.

d Strike out if unnecessary or suitably adjust,
 (b) 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 88 of the Conveyancing Act, 1919.

DO NOT ENDORSE COVENANT

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 Gazette number 44 on 1/4/1960 Folio 952 (affects Volume 9429 Folio 98)

e A very short note will suffice.
K 1165-1, 5c 437-2

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 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) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-
(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 Possession, 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 Consul Officer or Australian Consul 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 Consul Officer (which includes a British Ambassador, Envoy, Minister, Chargé 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 Consul Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé 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.

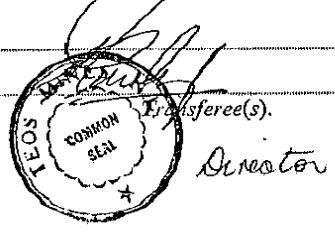
Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument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

Signed at Pieron
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
[Signature]
Solicitor,
Pieron

the Twenty third day of November 1970.
H. L. Beon
Transferor.*

THE COMMON SEAL OF TRANSFERRED E.T.I.
was hereto affixed by authority
Signed in my presence by the transferee
of the Board of Directors in
WHO 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.



MEMORANDUM AS TO NON-REVOCATION 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.^A

Appeared before me, at _____, the _____ day of _____, one thousand _____
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 _____ 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 Transferee 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 Transferee 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 Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored 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.

No. **M454739**

Lodged by
 Address **S & RUSSELL**
 Solicitors
 Phone No. **25-6721**
SYDNEY

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

I, *[Signature]* mortgagee under Mortgage No. *[Number]*
 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 _____ 19____
 Signed in my presence by _____
 who is personally known to me _____

Mortgagee.

M.P.D.

DOCUMENTS LODGED HEREWITH
 To be filled in by person lodging dealing

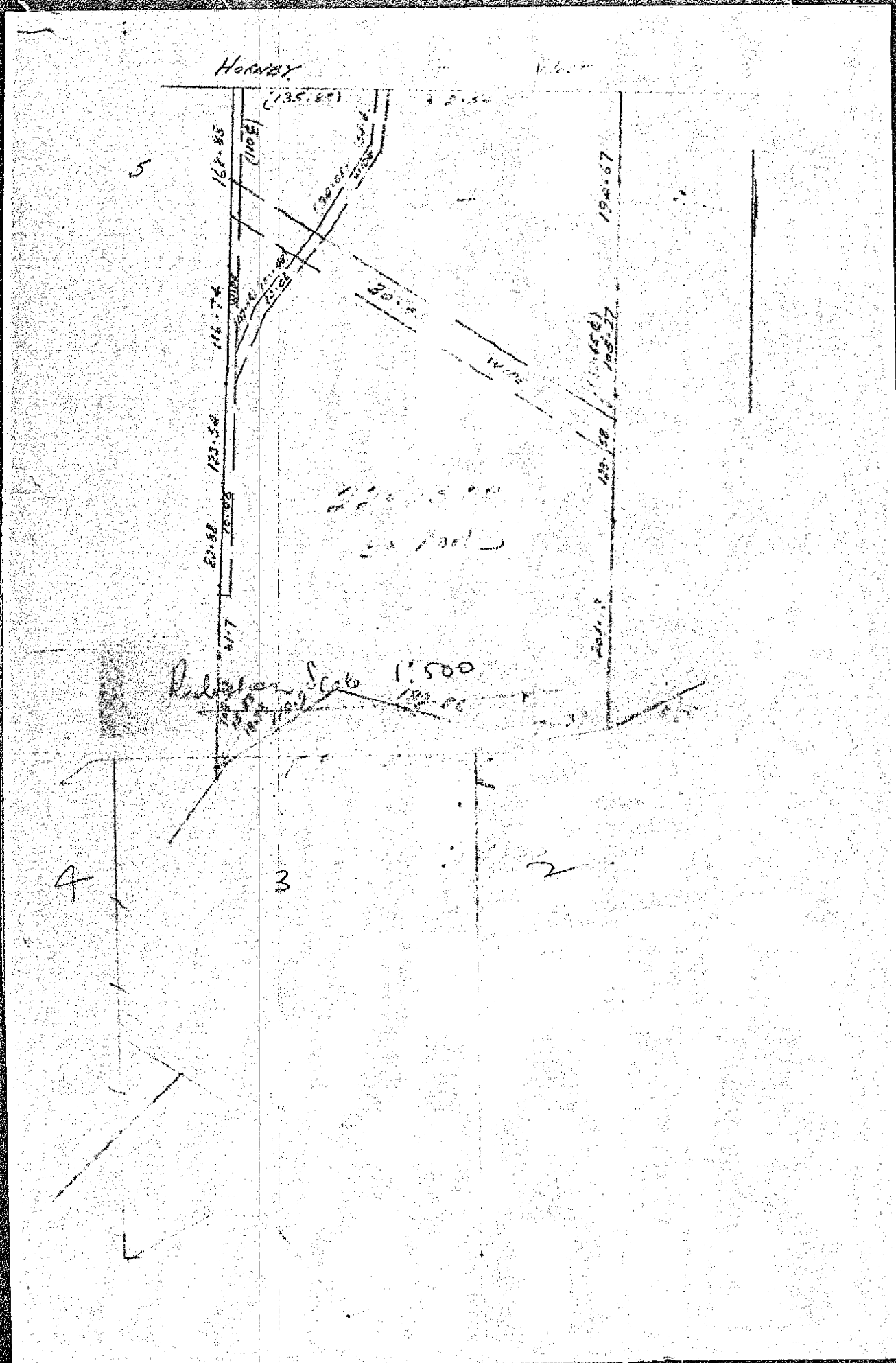
| | |
|---|---|
| 1 | } Received Docs. Nos. Receiving Clerk |
| 2 | |
| 3 | |
| 4 | |
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| 6 | |
| 7 | |

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

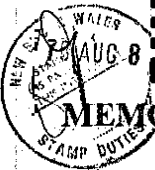
| | |
|---|---|
| Indexed | MEMORANDUM OF TRANSFER of coal & other minerals (Rights to mine) |
| Checked by <i>[Signature]</i> | Particulars entered in Register Book 29-5-1972 |
| Passed (in S.D.B.) by <i>[Signature]</i> | |
| Signed by <i>[Signature]</i> | <i>[Signature]</i> Registrar General |

PROGRESS RECORD

| | Initials | Date |
|-----------------------|----------|------|
| Sent to Survey Branch | | |
| Received from Records | | |
| Draft written | | |
| Draft examined | | |
| Diagram prepared | | |
| Diagram examined | | |
| Draft forwarded | | |
| Supt. of Engrossers | | |
| Cancellation Clerk | | |
| VOL. | FOL. | |



RP 13A



SOUTH WALES

Q 825264

OFFICE USE ONLY

| | |
|-------|---|
| B | 4 |
| \$ 21 | |

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

This form is for use where the short form of transfer is suitable.
 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 strike out in fee simple and add appropriate estate.

being registered proprietor of an estate in fee simple^(b)
 in the land hereinafter described, subject to the following encumbrances and interests

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

(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, etc. See also sections 337 and 327AA 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 1185 BT 497-3

RULE UP ALL BLANKS

(6) Here insert any essential restrictive covenants exceptions intended to be included. 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 1 1/2 inches and oil margins of not less than 1/4 inch should be preserved. Each additional sheet must be signed by the parties and the attesting 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 not normally be required if the instrument is signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:
Where executed in New South Wales - bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government;
Where executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth - any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in that capacity, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.
Repeat attention clause etc., if necessary.
Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferor or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.
May be witnessed by any (1) responsible person not being a party to this dealing.

(b) Signed in my presence by the transferor who is personally known to me
[Signature]
Signature of witness
PATRICK GERARD CARDEWELL
Name of witness (BLOCK LETTERS)
Solicitor, PIERCE.
Qualification of witness

[Signature]
Transferor


SIGNED by GEOFFREY CLIFFORD SHELDON
CHIEF LEGAL OFFICER

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

(c) 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 CASTLEREAGH ST SYDNEY
Address of witness

[Signature]
Transferee

Q 825264 | G #214

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

A-1

AUTHORITY FOR USE OF INSTRUMENT OF TITLE^(b)
 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)

(b) 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 &c.

MEMORANDUM AS TO NON-REVOCAION 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^(b)
 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

(b) 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).

D



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)

ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

| | |
|----------------------------------|------------|
| APPLICANT: | InfoTrack |
| Planning Certificate No.: | 00105496 |
| Receipt No.: | RT66254550 |
| Issue Date: | 12/09/2025 |
| Applicant's Reference: | 473557 |
| Property No.: | 30768 |

DESCRIPTION OF PROPERTY

| | |
|--------------------------|---|
| Address: | 2 Isabel Lane, WILTON, NSW, 2571 (P) |
| Land Description: | Lot: 961 DP: 1280874 |

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 Shire Planning and Advocacy.

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(2) 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 - 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

Explanation of Intended Effect (Cultural State Environmental Planning Policy) - Proposed introduction of a State Environmental Planning Policy to support events and activities in NSW.

Explanation of Intended Effect (Business and Industrial Codes) – proposed amendments to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Explanation of Intended Effect (Changes to deter illegal tree and vegetation clearing) – proposed amendments to State Environmental Planning Policy (Biodiversity and Conservation) 2021 and State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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

Draft Western Sydney Regional Affordable Rental Housing Contributions Scheme applies 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.

No. 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.

No. 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.

24. SPECIAL ENTERTAINMENT PRECINCTS

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

No, the land is not located within a Special Entertainment Precinct.

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.

The land is the subject of a site audit statement within the meaning of that Act. Further details and copies of the document (s) are available to view online via the NSW Environment Protection Authority (EPA) Record of Notices.

<https://www.epa.nsw.gov.au/your-environment/contaminated-land/notified-and-regulated-contam>

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 Shire Planning and Advocacy

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.

12 September 2025

Infotrack Pty Limited

Reference number: 8004628805

Property address: Lot 2 Isabel Lane Wilton NSW 2571

Sewer service diagram is not available

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

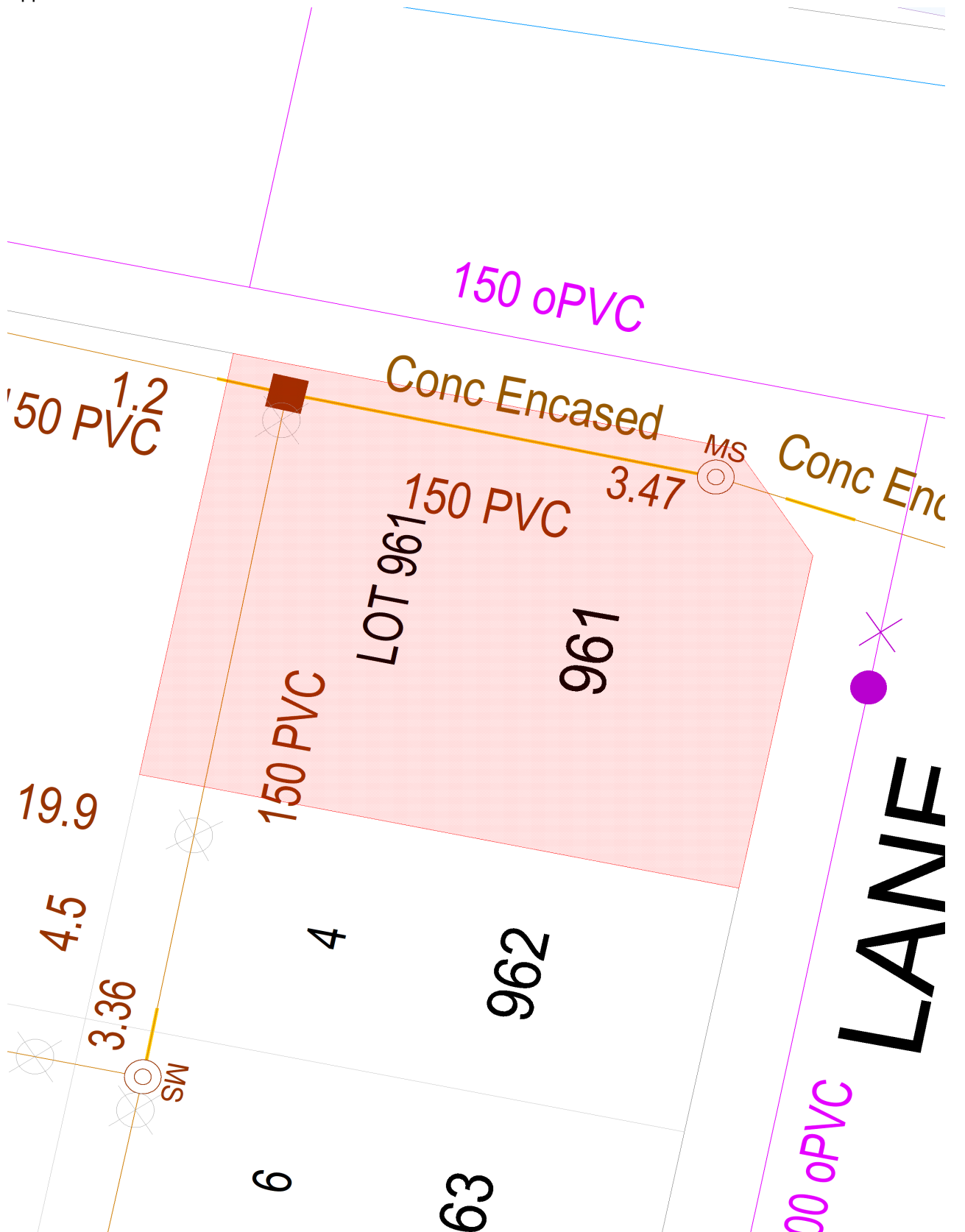
This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

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

Sincerely

The Sydney Water team

Service Location Print
Application Number: 8004628786



Document generated at 12-09-2025 11:20:22 AM

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)

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