

Choices

Vendor agrees to accept a **deposit-bond**

☐ NO ☐ yes

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

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input 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	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off-the-plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off-the-plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</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> ;

<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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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SPECIAL CONDITIONS

33. Definitions and Interpretation

33.1 In this Contract:

Attached Requisitions means **the form of requisitions** attached to this Contract;

Authority means any government, local government, semi- government, statutory or planning authority, including, without limitation, the Owners Corporation, the Land Property Information and the Council;

Disclosure Material means the disclosure material attached to this Contract;

Guarantee means the form attached hereto; and

Property means the property described on the front page of this Contract.

33.2 In the event that one or more of the provisions herein contained or any part thereof shall be found to be invalid or illegal in any respect, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. In the event of any conflict between the provisions these additional clauses and those contained in the printed conditions to this Contract, the additional clauses shall apply.

33.3 Clause headings are intended only to facilitate the reading of this Contract and are of no effect in relation to the interpretation of this Contract or of any of the provisions expressed or implied in this Contract.

34. Amendments to Printed Form

34.1 For all purposes of this Contract, the terms of the printed contract to which these clauses are annexed are amended as follows:

34.1.1 Clause 2.9 - insert at the end of this clause "if this contract is completed, and otherwise to the party entitled to the deposit";

34.1.2 Clause 7.1.1 – substitute “1%” in place of “5%”;

34.1.3 Clause 7.2.1 – substitute “1%” in place of “10%”;

34.1.4 Clause 10.1.4 is amended by inserting the words ‘and/or mechanical breakdown’ after the word ‘tear’.

34.1.5 Clause 14.4.2 is deleted.

34.1.6 Clause 18.8 is added ‘The purchaser cannot make any objection, requisition, claim or delay settlement after entering into possession of the property’.

34.1.7 Clause 18.9 is added ‘Should the purchaser take possession, no tenancy whatsoever shall be deemed to have been created’.

34.1.8 23.6.1 – for the words “even it if is payable by instalments” substitute “but if it is payable by instalments, the Vendor shall be liable only for instalments payable prior to the Completion Date”;

34.1.9 Clause 23.9 is deleted;

- 34.1.10 Clause 23.13 substitute "3" days for "7" days;
- 34.1.11 Clause 23.14 substitute "3" days for "7" days;
- 34.1.12 Clause 25.2 is deleted.
- 34.1.13 Cause 31.2 substitute "5" days for "2" days
- 34.1.14 Clause 28 – delete entirely; and
- 34.1.15 Clause 29 - delete entirely.

35. Representations, Warranties and Acknowledgments

- 35.1 The parties acknowledge and agree that the terms and conditions set out in this Contract contain the entire agreement as concluded between the parties as at the Contract date, notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution of this Contract.
- 35.2 The Purchaser acknowledges and agrees that in entering this Contract the Purchaser does not rely on any warranty or representation made by the Vendor or any person on behalf of the Vendor except as expressly provided in this Contract or as otherwise implied in this Contract by legislation.
- 35.3 The Purchaser acknowledges and agrees that the Purchaser has relied entirely on the Purchaser's own enquiries relating to, and inspection of, the Property including, but without limitation to:
 - 35.3.1 the particular use or otherwise to which the Property may be put (including any restrictions applying to that use);
 - 35.3.2 any financial return or income to be derived therefrom;
 - 35.3.3 any service or proposed service to the Property ("service" shall mean and include any water supply, sewerage, drainage, gas, electricity, telephone or other service), being a joint service with another lot, the pipes or connections for or related to any service to the other lots passing through the Property or the pipes or connections of any Authority responsible for the provision and maintenance of any service passing through the Property;
 - 35.3.4 any inclusions, furnishings and chattels passing with the Property; and
 - 35.3.5 The Purchaser acknowledges and warrants that it has inspected and found satisfactory or has had adequate opportunity to inspect the Disclosure Material and cannot make a claim, objection or requisition or rescind or terminate in respect of anything contained in or referred to by it or arising out of it.
- 35.4 Without limitation to any other provision in this Contract, the Purchaser confirms, warrants and acknowledges to the Vendor that:
 - 35.4.1 the Purchaser has undertaken its own investigations and enquiries in respect of the Property prior to entering into this Contract and any material or information provided or made available by or on behalf of the Vendor has been provided for the purpose of assisting the Purchaser in determining the direction of its own independent enquiries into, and independent assessment of the Property, and prior to entering into this Contract the Purchaser has satisfied itself with respect of all matters relating or arising out of those investigations and enquiries and has relied entirely upon its own enquiries and inspections in respect of the Property; and

- 35.4.2 the Purchaser will not make any objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this Contract as a direct or indirect result of the investigations, enquiries or disclosure referred to in this clause.

36. State of Repair etc. of Property

- 36.1 The Purchaser cannot make any requisition or claim for compensation in respect of, or by reason of, any of the following matters:
- 36.1.1 the state of repair or condition of the Property;
 - 36.1.2 the state of repair or condition of any service to and on the Property;
 - 36.1.3 the presence of any sewer, manhole or vent on the Property; and
 - 36.1.4 any latent or patent defect in the Property.
- 36.2 The Purchaser acknowledges that they are purchasing the property in its present condition and state of repair, including any holes or marks as a result of the removal by the Vendor of picture frames, paintings, hanging mirrors, television brackets, dryer brackets, etc and subject to any infestation and dilapidation and whether or not affected by insect or pest and whether or not any of the improvements upon the property are subject to, or insured under, the Building Services Corporation Act, 1989, and the Purchaser will raise no objection, requisition or claim for compensation in respect of such matters.
- 36.3 Mechanical breakdown
Despite any other term of this contract, the Vendor will not be required to carry out repair or replacement of any chattels, fixture or fitting due to any mechanical breakdown.

37. Capacity

Without affecting any other right of the Vendor, if any Purchaser:

- 37.1 being an individual:
- 37.2.1 dies; or
 - 37.2.2 is declared bankrupt; or
 - 37.2.3 becomes incapable because of unsoundness of mind to manage the Purchaser's own affairs
- the Vendor can rescind; or
- 37.2 being a company:
- 37.2.1 resolves to go into liquidation;
 - 37.2.2 has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;
 - 37.2.3 enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Act 2001 or any similar legislation; or
 - 37.2.4 has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed

the Purchaser will have failed to comply with an essential provision of this Contract and the Vendor can terminate.

38. Completion

38.1 Completion of this Contract will take place on the Completion Date.

38.2 If completion does not take place on the Completion Date then:

38.2.1 either the Vendor or the Purchaser, not being otherwise in default, may fix a date for completion by serving written notice ("Notice") to that effect and thereby making time for completion essential;

38.2.2 it is expressly agreed by the Vendor and the Purchaser that 14 days after the date of service of a Notice under the preceding subclause is reasonable and adequate time for the purposes of fixing a date for completion even though the period includes days which are not business days;

38.2.3 if completion did not take place for any reason, not attributable to the Vendor, without prejudice to all other remedies of the Vendor, on completion the Purchaser must pay to the Vendor as a genuine pre-estimate of the Vendors loss of interest on the purchase money and liability for rates and outgoings interest on the balance of the purchase money at the rate of 10% per annum calculated from (and including) the Completion Date until the date of actual completion; and

38.2.4 the Purchaser cannot require the Vendor to complete this Contract unless interest due pursuant to the preceding subclause is paid to the Vendor on the Completion Date and it is an essential term of this Contract that the interest is so paid.

38.3 If a scheduled settlement does not take place due to the default of the purchaser, or his mortgagee, then the purchaser shall pay to the vendor by way of adjustment on settlement, the sum of \$330.00 (GST inclusive) as a reimbursement of costs incurred as a result of rearranging settlement, and such amount will be payable on each occasion that settlement is rearranged.

38.4 The parties agree that settlement of this matter is to occur online electronically through the electronic Workspace provider known as Property Exchange Australia Ltd (PEXA). Should the Purchaser require a Manual transaction pursuant to condition 30, the Purchaser shall pay to the Vendor an amount of \$165.00 (inclusive of GST) on settlement, being an additional legal cost incurred by the Vendor as a consequence of the Purchaser not settling the matter electronically, which sum is to be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.

38.5 The Purchaser agrees that should the Vendor serve Notice in accordance with this clause, the Purchaser shall pay to the Vendor on the Completion Date, in addition to the balance of purchase money and any other adjustments payable under this Contract, the sum of Four Hundred and Forty dollars (\$440.00, incl GST), being a genuine pre-estimate of the additional costs and damages attributable to the issue of such notice. The Purchaser acknowledges that payment of such sum is an essential term of this Contract.

38.6 A party may at any time withdraw any notice served by that party under this clause without prejudice to the right of that party to serve any further such notice.

38.7 It is an essential provision of this Contract that completion take place by 5.00 pm on essential date, unless otherwise agreed between the parties.

38.8 The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly adjusted or calculated, overlooked or made erroneously, the parties agree to

correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

39. Real Estate Agent Warranty

- 39.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor, or the property, by or through the medium of a real estate agent, an employee of a real estate agent, or a person having a connection with a real estate agent, other than the agent, if any, named such in this contract.
- 39.2 The Purchaser must at all times indemnify the Vendor against any claim for commission made by any person other than the Vendor's agent, arising out of a breach of the warranty in Special Condition 39.1 and all action proceeding an expenses arising out of any such claim including all legal fees and disbursements.
- 39.3 This clause shall not merge on completion.

40. Guarantee of Corporate Purchaser

- 40.1 If the Purchaser (or one of them) is a corporation, the Directors of the corporation warrant to the vendor that should the corporation be unable to meet its obligations under this agreement, the Directors shall be personally liable for the performance of the contract, both jointly and severally, as if they had been named as the purchaser(s) in this contract.

41. Requisitions

- 41.1 The Purchaser will be deemed to have made the requisitions attached to this Contract.

42. Payment of Deposit

- 42.1 In this clause "Bond" means the form of bond issued to the Vendor at the request of the Purchaser. Subject to subclauses below, the delivery of the Bond, upon or before the making of this Contract, to the person nominated in this Contract to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the deposit in accordance with this Contract.
- 42.2 On the Completion Date, or such other time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay in addition to all other monies payable under this Contract, the amount stipulated in the Bond, to the Vendor either by way of cash or unendorsed bank cheque.
- 42.3 If the Vendor serves on the Purchaser a notice in writing claiming forfeiture of the deposit then, to the extent that the amount has not already been paid by the party issuing the Bond, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this Contract to hold the deposit).
- 42.4 The Vendor acknowledges that payment by the party issuing the Bond shall, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under the preceding subclause.

OR

- 42.5 The parties acknowledge that the Deposit payable on this Contract is 10% of the purchase price ("the Deposit").

Should the Vendor agree to accept the deposit payable on exchange of contracts by way of installment payments, the Purchaser acknowledges that the Deposit will be paid as follows:

- 42.5.1 as to 5% of the of the purchase price on the date of this Contract;
- 42.5.2 as to 5% of the purchase price on the date being the **earlier of**
 - (a) Completion of this contract, or
 - (b) Termination of this Contract.
- 42.6 Release of deposit
 - 42.6.1 The deposit herein shall be released, if required, for the Vendor's use for payment of deposit monies for the purchase of real property, for payment of deposit monies for entry into a Retirement Village, for the payment of stamp duty in respect of the purchase of real property or for payment of rent and bond costs associated with a rental. The vendor warrants that, should the monies be used as deposit monies on real property, any released deposit monies will be paid into the trust account of a licensed real estate agent, solicitor or licensed Conveyancer.
 - 42.6.2 The Purchaser provides the agent with an irrevocable authority, upon the signing of this contract, to release the deposit to the Vendors conveyancers Trust Account, for use within the Electronic Workspace at completion, such authority deemed provided after a request by the vendor conveyancers, in writing, and an undertaking that the funds are held in escrow to be disbursed only at the time of settlement.
- 42.7 It is an essential term of this contract that the Purchasers representative shall, prior to completion, provide to the Vendors conveyancer the Order on Agent in acceptable form. The order on Agent is deemed served when financial settlement has taken place in accordance with the Electronic Workspace.

43. Fencing

- 43.1 Should it be found that any fences are not erected on the true boundary of the property, or that there are give-and-take fences or that any boundary is not fenced, the Purchaser shall not be entitled to make any objection, requisition or claim or delay completion in respect thereof.

44. Building Certificate

- 44.1 The Vendor discloses and the Purchaser acknowledges that the Vendor does not hold a Building Certificate, pursuant to Section 10.7 of the Environmental Planning and Assessment Act 1989. The Purchaser shall be at liberty to obtain its own Building Certificate at the cost of the Purchaser.
- 44.2 The Vendor shall not be under any obligation to obtain a Building Certificate nor to take any action nor do anything necessary to enable the Purchaser to obtain a Building Certificate.
- 44.3 The Purchaser shall not object, make requisition or claim as to the Building Certificate subject to the provisions of the Conveyancing (Sale of Land) Regulation 2000 (NSW), where the Purchaser obtains a Building Certificate and that Building Certificate discloses defects, non-compliance with Work Orders or outstanding Work Orders. The Purchaser shall not be entitled to rescind this Contract, make a claim for loss, damages, compensation and / or any other relief if the Building Certificate requires a Work Order or Orders to be carried out.

45. Drainage Diagram

- 45.1 The Purchaser acknowledges that the drainage diagram and sewer reference sheets attached to this Contract are those currently available from the relevant authority. The Purchaser may not make any requisition or claim in respect of any matter or thing relating to the water, sewerage and drainage works that may have been installed in or carried out on the property and not shown on the drainage diagrams and sewer reference sheet attached to this Contract.

46. Christmas Holiday Period

- 46.1 If the completion of the Contract for Sale ("the settlement date") falls between 23 December 2025 and 9 January 2026 then both parties hereby agree the settlement date will be 16 January 2026.
- 46.2 Notwithstanding any other term or condition in this contract if either party serves another party with a Notice to Complete between 23 December 2025 and 9 January 2026 then both parties hereby agree that the notice is deemed to require completion by 23 January 2026.

47. Deposit payment and Cooling off Period

- 47.1 The Vendor(s) and the Purchaser(s) agree that for the purposes of Clause 2.3 the deposit must be paid to the deposit holder as follows.
- (i) \$ _____ On the date of this contract
 - (ii) \$ _____ On or before the expiration of the Cooling off period provided for in this contract.
- 47.2 The Vendor(s) and the Purchaser(s) agree that the Cooling off period shall be extended until 5.00pm on the _____ () business day after the date of this contract.
- 47.3 The Vendors and the Purchaser(s) hereby agree to exchange by way of:
- (i) Ten percent (10%) Deposit Guarantee / Bond
 - (ii) Five Percent (5%) Deposit
 - (iii) Ten Percent (10%) Deposit

48. Conditions of Sale of Land by Auction**If the property is or is intended to be sold at auction:**

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

- 48.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- 48.1.1 The Vendor's reserve price must be given in writing to the Auctioneer before the auction commences;
 - 48.1.2 A bid for the Vendor cannot be made unless the Auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor;

- 48.1.3 The highest bidder is the purchaser, subject to any reserve price;
 - 48.1.4 In the event of a disputed bid, the Auctioneer is the sole arbitrator and the Auctioneer's decision is final;
 - 48.1.5 The Auctioneer may refuse to accept any bid that, in the Auctioneer's opinion, is not in the best interests of the Vendor;
 - 48.1.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the Auctioneer a copy of a written authority to bid for or on behalf of another person;
 - 48.1.7 A bid cannot be made or accepted after the fall of the hammer; and
 - 48.1.8 As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- 48.2 The following conditions, in addition to those prescribed by subclause 48.1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- 48.2.1 All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - 48.2.2 Subject to subclause 48.3, the Auctioneer may make only one Vendor bid at an auction for the sale of residential property or rural land and no other Vendor bid may be made by the Auctioneer or any other person; and
 - 48.2.3 Immediately before making a Vendor bid the Auctioneer must announce that the bid is made on behalf of the seller or announces "Vendor bid".
- 48.3 The following conditions, in addition to those prescribed in subclauses 48.1 and 48.2 are prescribed as applicable to an in respect of the sale by auction of co-owned residential property or rural land or the sale of land by a seller as executor or administrator:
- 48.3.1 More than one Vendor bid may be made to purchase interest of a co-owner;
 - 48.3.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - 48.3.3 Before the commencement of the auction, the Auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller; and
 - 48.3.4 Before that commencement of the auction, the Auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 301/1153229

SEARCH DATE	TIME	EDITION NO	DATE
18/6/2025	2:11 PM	6	22/9/2023

LAND

LOT 301 IN DEPOSITED PLAN 1153229
AT SPRING FARM
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1153229

FIRST SCHEDULE

REBECCA RUBY COOTE GIBBONS
TOMAS MICHAEL RUTHERFORD
AS JOINT TENANTS

(T AT461226)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 X794039 COVENANT
- 3 DP1142381 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 4 DP1144399 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (12) IN THE S.88B INSTRUMENT
- 5 DP1144399 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT
- 6 DP1153229 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 7 DP1153229 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1153229 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 9 DP1153229 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE S.88B INSTRUMENT
- 10 AT461227 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

ddicrenee

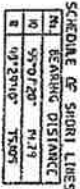
PRINTED ON 18/6/2025

SELECTIVE REGULATION 2000 CLASS (W/2)						
PMAR	N.O.A.	C.O-ORDINATES	CLASS	ORDER	CE/HID	ORIGIN
	EASTING	NORTHING				
PM 444.6	470	6 227	642.254	B	2	FROM SCMS
5501 19717.6	270	6 220	642.597	B	3	FROM SCMS
5501 19717.7	270	6 228	642.597	B	3	FROM SCMS
5501 6743.2	280	6 228	591.26	B	3	FROM SCMS
551 6943.7	280	6 218	510.813	B	3	FROM SCMS
551 5916.9	280	6 235	516.905	B	3	FROM SCMS
551 5916.9	280	6 235	516.905	B	3	FROM SCMS
551 80715	280	6 230	516.81	B	3	FROM SCMS
551 80716	280	6 230	517.374	B	3	FROM SCMS
551 80717	280	6 220	460.37	B	3	FROM SCMS
551 80721	280	6 220	644.54	B	3	FROM SCMS
551 80872	280	6 230	644.54	B	3	FROM SCMS
551 80873	280	6 230	644.54	B	3	FROM SCMS
551 80874	280	6 230	644.54	B	3	FROM SCMS
551 80875	280	6 230	644.54	B	3	FROM SCMS
551 80876	280	6 230	644.54	B	3	FROM SCMS
551 80877	280	6 230	644.54	B	3	FROM SCMS
551 80878	280	6 230	644.54	B	3	FROM SCMS
551 80879	280	6 230	644.54	B	3	FROM SCMS
551 80880	280	6 230	644.54	B	3	FROM SCMS
551 80881	280	6 230	644.54	B	3	FROM SCMS
551 80882	280	6 230	644.54	B	3	FROM SCMS
551 80883	280	6 230	644.54	B	3	FROM SCMS
551 80884	280	6 230	644.54	B	3	FROM SCMS
551 80885	280	6 230	644.54	B	3	FROM SCMS
551 80886	280	6 230	644.54	B	3	FROM SCMS
551 80887	280	6 230	644.54	B	3	FROM SCMS
551 80888	280	6 230	644.54	B	3	FROM SCMS
551 80889	280	6 230	644.54	B	3	FROM SCMS
551 80890	280	6 230	644.54	B	3	FROM SCMS
551 80891	280	6 230	644.54	B	3	FROM SCMS
551 80892	280	6 230	644.54	B	3	FROM SCMS
551 80893	280	6 230	644.54	B	3	FROM SCMS
551 80894	280	6 230	644.54	B	3	FROM SCMS
551 80895	280	6 230	644.54	B	3	FROM SCMS
551 80896	280	6 230	644.54	B	3	FROM SCMS
551 80897	280	6 230	644.54	B	3	FROM SCMS
551 80898	280	6 230	644.54	B	3	FROM SCMS
551 80899	280	6 230	644.54	B	3	FROM SCMS
551 80900	280	6 230	644.54	B	3	FROM SCMS
551 80901	280	6 230	644.54	B	3	FROM SCMS
551 80902	280	6 230	644.54	B	3	FROM SCMS
551 80903	280	6 230	644.54	B	3	FROM SCMS
551 80904	280	6 230	644.54	B	3	FROM SCMS
551 80905	280	6 230	644.54	B	3	FROM SCMS
551 80906	280	6 230	644.54	B	3	FROM SCMS
551 80907	280	6 230	644.54	B	3	FROM SCMS
551 80908	280	6 230	644.54	B	3	FROM SCMS
551 80909	280	6 230	644.54	B	3	FROM SCMS
551 80910	280	6 230	644.54	B	3	FROM SCMS

SOURCE: M.A. CO-ORDINATES ADAPTED FROM S.C.M.S. AT 3/10/76

CHANGED SCALE FACTOR 1.000226

LINE 416



500 EASEMENT TO DRAIN WATER 15' WIDE.
(WIDE OF 17'5" DBU)



• γ - Pb

Surveyor: LARRY DEAN WARD
Date of Survey: 13th APRIL 2010
Surveyor's Ref: 76239.ZC.L01H

PLAN OF SUBDIVISION OF LOT 159 DP 1144399

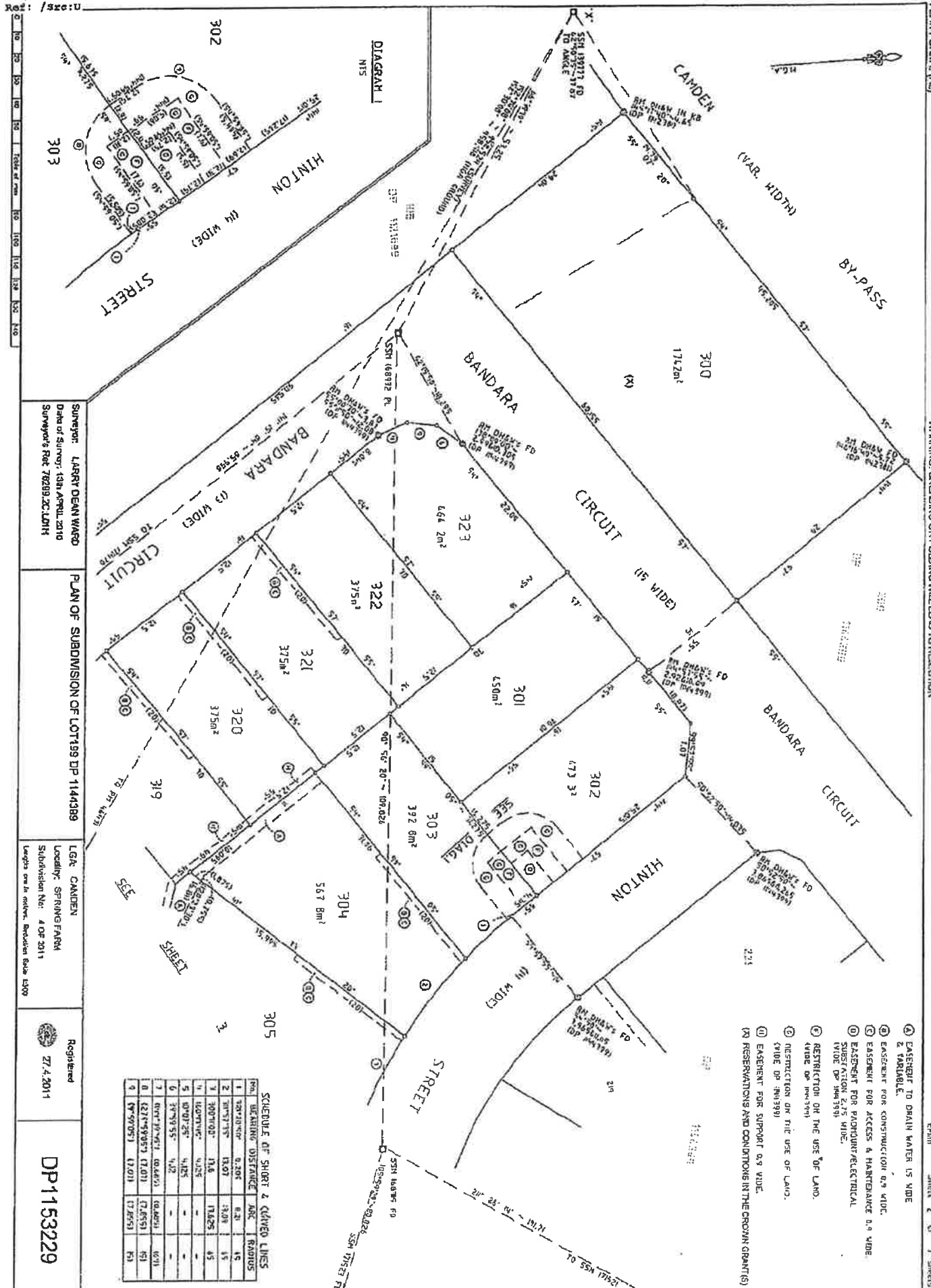
LGE: CALDEN

LGM CALDEN

Requisiten

Requisiten

DP1153229



SCHEDULE OF SHORT & CLIPPED LINES

NO.	BEARING	DISTANCE	ARC	RADIUS
1	120°10'40"	0.205	8.20	15
2	107°17'15"	13.07	13.07	15
3	100°10'00"	11.6	11.625	15
4	100°10'00"	11.6	11.625	15
5	100°10'00"	11.6	11.625	15
6	100°10'00"	11.6	11.625	15
7	100°10'00"	11.6	11.625	15
8	100°10'00"	11.6	11.625	15
9	100°10'00"	11.6	11.625	15

- (A) EASEMENT TO DRAIN WATER 15 WIDE & VARIABLE.
- (B) EASEMENT FOR CONSTRUCTION 0.9 WIDE.
- (C) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.
- (D) EASEMENT FOR PHOTOGRAPHIC/TELEPHOTOGRAPHY 2.15 WIDE.
- (E) RESTRICTION ON THE USE OF LAND. (WIDE DP 1144389)
- (F) RESTRICTION ON THE USE OF LAND. (WIDE DP 1144389)
- (G) EASEMENT FOR SUPPORT 0.9 WIDE.
- (H) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT (G)

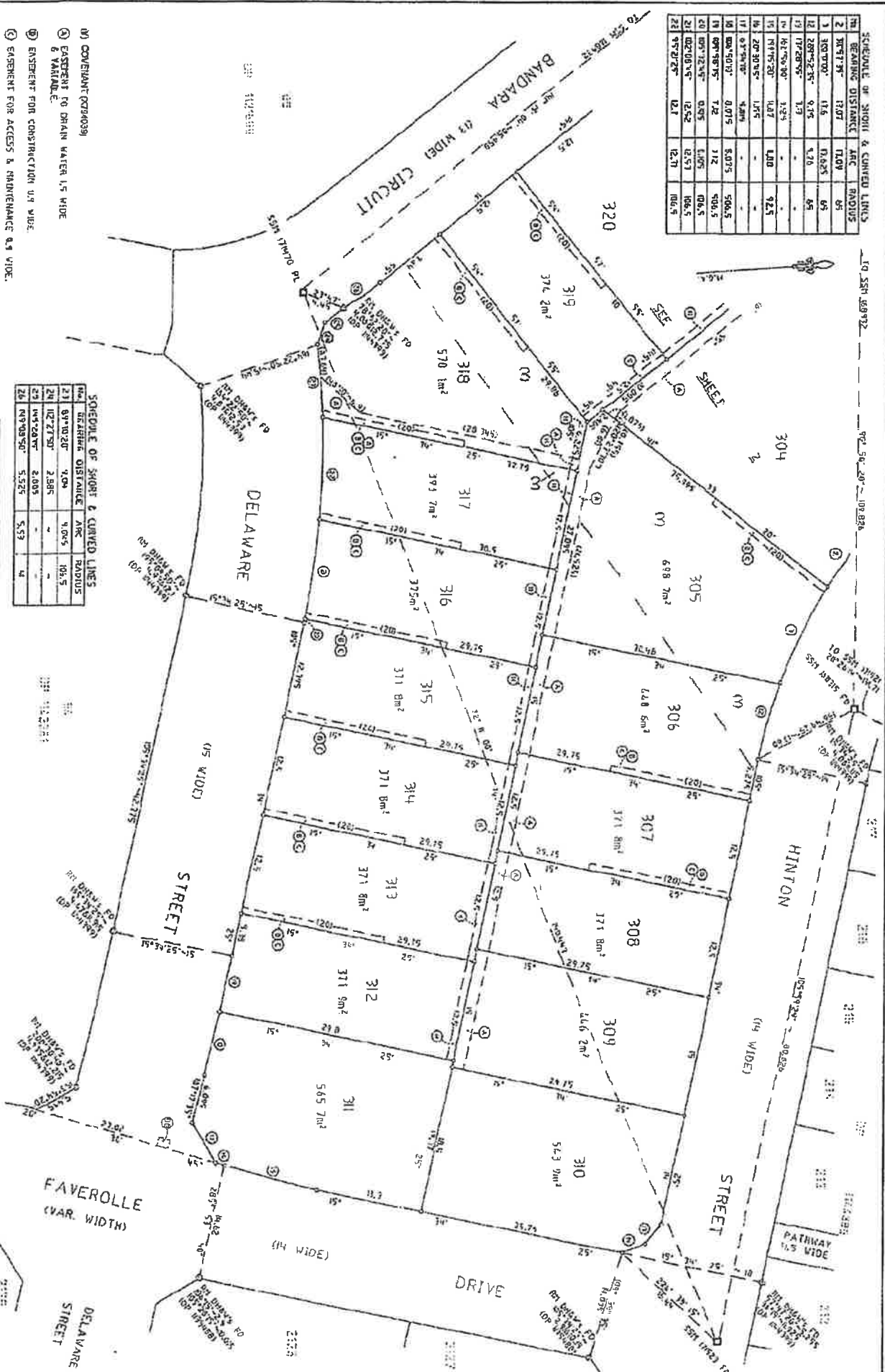
PLAN FORM 2 (22)

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 3 sheets

SCHEDULE OF SHORT & CURVED LINES	BEARING	DISTANCE	ARC	RADIUS
1	301° 17'	11.07	11.07	65
2	301° 17'	11.6	11.6	65
3	288° 25'	9.15	9.15	65
4	172° 20' 55"	1.73	1.73	65
5	161° 50' 40"	1.235	1.235	65
6	141° 15' 20"	1.07	1.07	65
7	20° 30' 45"	1.75	1.75	65
8	10° 51' 10"	4.89	4.89	65
9	10° 51' 10"	0.075	5.075	506.5
10	10° 51' 10"	7.2	7.2	506.5
11	10° 51' 10"	0.975	1.075	506.5
12	10° 51' 10"	12.52	12.52	506.5
13	10° 51' 10"	12.71	12.71	506.5

SCHEDULE OF SHORT & CURVED LINES	BEARING	DISTANCE	ARC	RADIUS
14	87° 10' 20"	4.04	4.04	10.5
15	102° 27' 30"	2.86	2.86	10.5
16	102° 27' 30"	2.005	2.005	10.5
17	102° 27' 30"	5.525	5.525	10.5



- 1) COVENANT (DP 1144399)
- 2) EASEMENT TO DRAIN WATER 1.5' WIDE & VARIANTE
- 3) EASEMENT FOR CONSTRUCTION 1/4 BUC.
- 4) EASEMENT FOR ACCESS & MAINTENANCE 0.9' WIDE.
- 5) EASEMENT TO DRAIN WATER 1.5' WIDE (TIDE DP 1153229)
- 6) EASEMENT FOR SUPPORT 0.9' WIDE.

Surveyor: LARRY DEAN WARD
 Date of Survey: 13th APRIL 2010
 Surveyor's Ref: 762982C L101H

PLAN OF SUBDIVISION OF LOT 199 DP 1144399

LGA: CAMDEN
 Locality: SPRING FARM
 Subdivision No: 4 OF 2011
 Length: 27.4.2011

Registered
 27.4.2011

DP1153229

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE AND VAR (A)
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (C)
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. EASEMENT FOR CONSTRUCTION 0.9 WIDE (B)
8. RESTRICTION ON THE USE OF LAND
9. POSITIVE COVENANT
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. EASEMENT FOR SUPPORT 0.9 WIDE (H)

Use PLAN FORM 6A
 for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
 (Insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council
 Date of Endorsement: 18th February 2011
 Accreditation no:
 Subdivision Certificate no: 1 of 2011
 File no: DA 1037 / 2008

* Delete whichever is inapplicable.

DP1153229

Registered:  27.4.2011

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 199 DP 1144399

LGA: CAMDEN

Locality: SPRING FARM

Parish: NARELLAN

County: CUMBERLAND

Survey Certificate

I, LARRY DEAN WARD
 of LEAN & HAYWARD PTY LTD
 PO BOX 232 CAMPBELLTOWN NSW 2560
 a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on.....13/04/10.....

The survey relates toLots 300 to 323 inclusive
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature L. Dean Ward Dated: 3/2/11
 Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: "X" - "Y"
 Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 1095893 DP 1144399
 DP 1120602
 DP 1121699
 DP 1135488
 DP 1142381

(If insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 76299.2C.L01 41

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)
PLAN OF SUBDIVISION OF LOT 199 DP 1144399	<div style="font-size: 2em; font-weight: bold;">DP1153229</div> <div style="margin-top: 20px;"> Registered: 27.4.2011 </div>	
<div style="display: flex; justify-content: space-between;"> Subdivision Certificate No: 4 of 2011 Date of Endorsement: 18th February 2011 </div>		
<p>Executed by Mirvac Homes (NSW) Pty Limited ACN 006 922 998 by the party's attorney pursuant to power of attorney registered Book 4578 No 295 who states that no notice of revocation of the power of attorney has been received in the presence of:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p> Witness</p> <p><u>Adam Forrester</u> Name of Witness (print)</p> <p><u>6/6 Margaret St, Sydney</u> Address and Occupation of Witness (print)</p> <p> Witness</p> <p><u>Adam Forrester</u> Name of Witness (print)</p> <p><u>6/6 Margaret St, Sydney</u> Address and Occupation of Witness (print)</p> </div> <div style="width: 45%;"> <p> Attorney</p> <p><u>Carly Wood</u> Name of Attorney (print)</p> <p> Attorney</p> <p><u>RAYMOND CRAIG SPRIGGS</u> Name of Attorney (print)</p> </div> </div>		
SURVEYOR'S REFERENCE: 76299.2C.L01 H		

* OFFICE USE ONLY

ePlan

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

(Sheet 1 of 16 sheets)

Plan: **DP1153229**

Plan of Subdivision of Lot 199 DP1144399 covered by
 Subdivision Certificate No. 4 of 2011
 dated the 18th day of February 2011

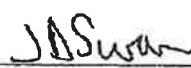
Full name and address of
 the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1.	Easement to drain water 1.5 wide and variable. (A)	304 305 306 307 308 309 318	303 303,304 and 306-310 inclusive 307- 310 inclusive 308 - 310 inclusive 309 & 310 310 303-310 inclusive
2.	Restriction on the Use of Land	301 - 306 inclusive 313 - 323 inclusive	Camden Council Camden Council
3.	Easement for Access and Maintenance 0.9 wide (C)	304 305 306 307 313 314 315 316 317 318 319 320 321	303 304 307 308 312 313 314 315 316 317 & 319 320 321 322

5656275/6


 Authorised Officer of Camden Council

76299 Stage 2 C.L01.88B_Rev C

ePlan

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

Plan: **DP1153229**

(Sheet 2 of 16 sheets)

Plan of Subdivision of Lot 199 DP1144399 covered by
 Subdivision Certificate No. *402 2011*
 dated the 18th day of February 2011

Full name and address of
 the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
4.	Restriction on the Use of Land	301-323 inclusive	Camden Council
5.	Restriction on the Use of Land	312 - 320 inclusive	Camden Council
6.	Restriction on the Use of Land	Each Lot (except for Lot 300)	Every other Lot (except for Lot 300)
7.	Easement for Construction 0.9 wide (B)	304 305 306 307 313 314 315 316 317 318 319 320 321	303 304 307 308 312 313 314 315 316 317 & 319 320 321 322
8.	Restriction on the Use of Land	300	Camden Council
9.	Positive Covenant	300	Camden Council

5658275/5

JD Swan
 Authorised Officer of Camden Council

76299 Stage 2CL01888_Rev C

ePlan

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

Plan: **DP1153229**

(Sheet 3 of 16 sheets)

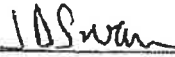
Plan of Subdivision of Lot 199 DP1144399 covered by
 Subdivision Certificate No. 4 of 2011
 dated the 18th day of February 2011

Full name and address of
 the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
10.	Restriction on the Use of Land	301 - 307 inclusive 313 - 323 inclusive	Camden Council
11.	Restriction on the Use of Land	318 - 323 inclusive	Camden Council
12	Easement for Support 0.9 wide (H)	312 313 314 315 316 317 318 319 320	309 308 & 309 307 & 308 306 & 307 305 & 306 305 305 304 & 305 304

5656275/5


 Authorised Officer of Camden Council

76299 Stage 2C L01.88B_Rav C

ePlan

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

Plan: **DP1153229**

(Sheet 4 of 16 sheets)

Plan of Subdivision of Lot 199 DP1144399 covered by
Subdivision Certificate No. *4 of 2011*
dated the 18th day of February 2011

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Part 2 (Terms)

1. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.**

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

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Camden Council.

2. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.**

No building is to be constructed on the land burdened unless footings/foundations 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 (NATA) and approved by Camden Council.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

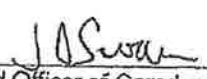
Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

3. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan**

- 3.1 **In this Easement for Access and Maintenance:**

"**easement site**" means that area of the lot burdened shown on the plan as being affected by "Easement for Access and Maintenance 0.9 wide "C".

5656275/5


Authorised Officer of Camden Council

78200 Stage 2C.L01.90B_Rev C

ePlan

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

Plan: **DP1153229**

(Sheet 5 of 16 sheets)

Plan of Subdivision of Lot 199 DP1144399 covered by
Subdivision Certificate No. 4 of 2011
dated the 18th day of February 2011

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

3.2 Subject to clause 3.3, the owner of the lot benefited may:

- (a) with prior reasonable notice given to the owner or occupier of the lot burdened, use the easement site for the purpose of carrying out necessary work (including maintenance and repair) on:
 - (i) the lot benefited; and
 - (ii) any structure belonging to the owner of the lot benefited,which cannot otherwise reasonably be carried out; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering into the lot burdened;
 - (ii) taking anything onto the lot burdened; and
 - (iii) carrying out necessary works.

3.3 The rights under this Easement for Access and Maintenance are limited to the extent necessary to permit the owner of the lot benefited to maintain and repair the exposed areas of:

- (a) the lot benefited; and
- (b) any structure belonging to the owner of the lot benefited.

3.4 In exercising the rights under this clause 3, the owner of the lot benefited must:

- (a) ensure all work on the lot benefited is done properly and carried out as quickly is practicable;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

5656275/5



Authorised Officer of Camden Council

76299 Stage 2C.L01.88B_Rev C

ePlan

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

Plan: **DP1153229**

(Sheet 6 of 16 sheets)

Plan of Subdivision of Lot 199 DP1144399 covered by
Subdivision Certificate No. *4 of 2011*
dated the 18th day of February 2011

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan

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

4. Terms of easement, profit à prendre, restriction, or positive covenant numbered 4 in the plan

No building is permitted to be constructed on the lot burdened unless the buildings proposed to be constructed on the lot burdened are built in accordance with the requirements of the Mine Subsidence Board Concurrent Approval Reference Number FN00-04170PO, dated 12 November 2008.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan

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

5. Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the plan

- 5.1 No building is to be erected or remain on the lot burdened which has a floor level of any part 600 mm below the 1% AEP level as determined by Camden Council (Council).

- 5.2 Applications for the issue of these levels are to be directed to the Council, and the levels issued are to be shown on any building application submitted to Council. The Council may also require that no construction above floor level is undertaken prior to certification by a registered surveyor that the constructed floor level complies with Council's requirements.

- 5.3 No alteration is permitted to the finished surface levels attained by site regarding works as shown on Work As Executed Plans approved by Council for the subdivision created by the plan without the prior written consent of Council. A plan showing full details of any proposed alterations must be submitted to Council for approval prior to their commencement. Council may also require the submission of a Works As Executed Plan certified by a registered surveyor.

5666275/5

J D Swan
Authorised Officer of Camden Council

76299 Stage 2C.L01.88B_Rev C

ePlan

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

Plan: **DP1153229**

(Sheet 7 of 16 sheets)

Plan of Subdivision of Lot 199 DP1144399 covered by
Subdivision Certificate No. 4 of 2011
dated the 18th day of February 2011

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan

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

6. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 6 in the plan**
- 6.1 No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 70% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 30% of the total area of the external walls.
- 6.2 No building or buildings shall be erected or permitted to remain erected on each Lot Burdened other than with terracotta, cement tiles or colour bond roofs.
- 6.3 No fence shall be erected or be permitted to remain erected unless the fence is:
- (a) made of timber (lapped and capped) or cement
 - (b) rendered and painted; and
 - (c) the fence to the second boundary, if applicable, is limited to the front building line.
- 6.4 No fence shall be erected on each lot burdened to divide it from any adjoining land owner owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of the land in the plan or any land immediately adjoining the land.
- 6.5 No shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens is to be constructed, installed or maintained on or in a lot burdened.

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

Plan: **DP1153229**

(Sheet 8 of 16 sheets)

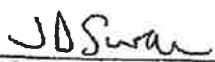
Plan of Subdivision of Lot 199 DP1144399 covered by
Subdivision Certificate No. *4 of 2011*
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ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

- 6.6 No air-conditioning unit is to be installed:
- (a) in any front porch/balcony of a lot burdened; or
 - (b) in any area on or in a lot burdened where the air conditioning unit is visible from any road, footpath, parks and the like.
- 6.7 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not omit odours.
- 6.8 No advertising hoarding sign or matter of any description is to be erected or displayed on each lot burdened without the prior written consent of Mirvac Homes (NSW) Pty Limited.
- 6.9 No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
 - (b) in an area designated as being an area where a vehicle may be parked.
- 6.10 No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable item is visible from a road, footpath, park and the like.
- 6.11 No more than one dwelling may be erected on a lot burdened.
- 6.12 No building known as a semi detached or duplex may be constructed on the lot burdened.
- 6.13 The lot burdened may not be subdivided.
- 6.14 No building may be altered on a lot burdened in such a way as to create another dwelling unless the owner of the lot burdened obtains the consent of Mirvac Homes (NSW) Pty Limited.
- 6.15 In this restriction on the use of land:
- (a) "Mirvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006 922 998 and its successors nominees or assigns other than purchasers on sale; and
 - (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created.

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ePlan

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

Plan: **DP1153229**

(Sheet 9 of 16 sheets)

Plan of Subdivision of Lot 199 DP1144399 covered by
Subdivision Certificate No. *4 of 2011*
dated the 18th day of February 2011

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan

- (a) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.
- (b) Mirvac Homes (NSW) Pty Limited for such period as it is the registered proprietor of land in the Plan and thereafter the owners of the lot benefited.

7. Terms of easement, profit à prendre, restriction, or positive covenant numbered 7 in the plan

7.1 In this Easement, the following definitions apply:


Airspace means the airspace of the lot burdened.

Sunset Date means the date of completion of the construction of improvements on the lot benefited and the issue of an occupation certificate under Part 4A of the Environment Planning and Assessment Act 1979 for that building on the lot benefited.

7.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited may

- (a) use the Airspace and the lot burdened to facilitate the construction of improvements on the lot benefited; and
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the lot burdened and encroaching on the Airspace;
 - (ii) taking anything on to the lot burdened;
 - (iii) carrying out work including installing, keeping and using any scaffolding, plant, equipment, signage and machinery on the lot burdened; and
 - (iv) temporarily closing parts of the site of the easement.

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

Plan: **DP1153229**

(Sheet 10 of 16 sheets)

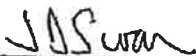
Plan of Subdivision of Lot 199 DP1144399 covered by
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Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

- 7.3 In exercising those powers, the owner of the lot benefited and any person authorised by the owner of the lot benefited must:
- (a) give to the owner or occupier of the lot burdened one (1) weeks notice that the owner of the lot benefited intends to access the lot burdened to facilitate the construction of improvements on the lot benefited;
 - (b) ensure all work is done properly; and
 - (c) cause as little inconvenience as is practicable to the lot burdened and any occupier of the lot burdened; and
 - (d) cause as little damage as is practicable to the lot burdened and any improvements on the lot burdened; and
 - (e) restore the lot burdened as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 7.4 The rights under this easement terminate on the Sunset Date and on and from the Sunset Date, this easement is extinguished without further assurance.
- 7.5 On and from the Sunset Date and upon request by the lot burdened or the owner of the lot benefited, the owner of the lot burdened and the owner of the lot benefited must do all things necessary (including making an application to Land and Property Information NSW) to remove the record of this easement from the title of the lot burdened and lot benefited.
8. Terms of easement, profit à prendre, restriction, or positive covenant numbered 8 in the plan.
- 8.1 The lots burdened must not be used for residential purposes unless:
- (a) documentary evidence has been submitted verifying compliance with the recommendations in the Spring Farm Release Area Stage 2 Acoustic Advice as prepared by Renzo Tonin & Associates, reference numbers TB705-12F02 (Rev 1), dated 2nd December 2008 (a copy of which is located with the Council file associated with the Development Consent DA No. 1037/2008) and all future residential construction requirements for window glazing, doors and window frames, acoustic seal treatments and building heights to be consistent with the recommendations in the advice;

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ePlan

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

Plan: **DP1153229**

(Sheet 11 of 16 sheets)

Plan of Subdivision of Lot 199 DP1144399 covered by
Subdivision Certificate No. 4 of 2011
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- (b) where specific glazing treatments are installed and where windows are to be closed to meet internal noise goals, then mechanical ventilation (air conditioning) may be required in accordance with the minimum standards prescribed by the Building Code of Australia; and
- (c) structures, buildings, water tanks, vehicular driveways and the like, located on the lot burdened, are designed and located so as to ensure that the integrity, structural adequacy and zone of influence is maintained of the retaining wall/s, noise wall/s and earth mounds.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

9. Terms of easement, profit à prendre, restriction, or positive covenant numbered 9 in the plan.
- 9.1 The registered proprietor of the lot(s) hereby burdened will in respect of the retaining walls, noise walls and earth mounds:-

- (a) keep the retaining walls, noise walls and earth mounds in good repair and must not alter the retaining walls, noise walls and earth mounds in type, size and location remove or destroy without prior written approval of Camden Council (Council);
- (b) maintain, repair complying with the approved landscaping plan, at the sole expense of the burdened registered proprietor the whole retaining walls, noise walls and earth mounds;
- (c) on completion of any maintenance or repair have the works certified by an accredited certifier with structural engineering accreditation confirming that the items have been constructed in accordance with the approved plans and that any assumptions made during the course of construction did not render any component of the design invalid, and in certifying the works, prepare an associated maintenance schedule approved by Council;
- (d) have prepared and certified by a surveyor registered with the Institute of Surveyors confirming the precise location of all retaining walls, noise walls and earth mound components together with a works as executed plan of any approved repairs and/or alterations;

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ePlan

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

Plan: **DP1153229**

(Sheet 12 of 16 sheets)

Plan of Subdivision of Lot 199 DP1144399 covered by
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the owner of the land:

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60 Margaret St
Sydney NSW 2000

- (e) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant; and
- (f) comply with the terms of any written notice issued by the Council in respect to the requirements of this covenant within the time stated in the notice.

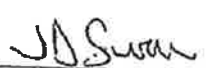
9.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:-

- (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 9.1(f).
- (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work; and
 - (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 and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.

Camden Council.

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ePlan

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

Plan: **DP1153229**

(Sheet 13 of 16 sheets)

Plan of Subdivision of Lot 199 DP1144399 covered by
Subdivision Certificate No. 4 of 2011
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Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

10. Terms of easement, profit à prendre, restriction, or positive covenant numbered 10 in the plan.

10.1 In this Restriction on User, "AS3959" means the Australian Standards: Construction of Buildings in Bush Fire Prone Areas (AS3959) 2006.

10.2 No building may be erected on any Lot Burdened unless that building has been designed to meet the Construction Standards contained in AS3959.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

11. Terms of easement, profit à prendre, restriction, or positive covenant numbered 11 in the plan.

11.1 In this Restriction on User, "Asset Protection Zone" means that area identified in the Bushfire Prone Map as per Conacher Travers Schedule 1 - Bushfire Protection Measures Map dated 03/05/07 (a copy of which is with the Council file associated with Development Consent DA No. 1037/2008).

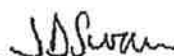
11.2 No residential dwelling may be erected on the lots burdened unless that residential dwelling has a minimum set back of 4.5m off Bandara Circuit.

11.3 Landscaping within the Asset Protection Zone must not increase the bushfire risk.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 11 in the plan.

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

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Authorised Officer of Camden Council

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ePlan

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

Plan: **DP1153229**

(Sheet 14 of 16 sheets)

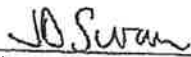
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Sydney NSW 2000

12. Terms of easement, profit à prendre, restriction, or positive covenant numbered 12 in the plan.
- 12.1 In this easement, Retaining Wall means the retaining wall located within the easement site on the lots burdened and includes any footings, structures and other improvements within the easement site on the lots burdened forming part of, or ancillary to, the retaining wall.
- 12.2 The owners of the lots benefited and any person authorised by the owners of the lots benefited:
- (a) may insist that the Retaining Wall remain;
 - (b) must keep the Retaining Wall in good repair and safe and functional condition; and
 - (c) may do anything reasonably necessary for that purpose including:
 - (i) entering the lots burdened;
 - (ii) taking anything onto the lots burdened; and
 - (iii) carrying out work.
- 12.3 The owners of the lots burdened grant to the owners of the lots benefited the right for the lots benefited to be supported by the Retaining Wall to the extent that the lots benefited derive support from the Retaining Wall.
- 12.4 The owners of the lots burdened must:
- (a) not do anything which will detract from the support of the lots benefited; and
 - (b) allow the owners of the lots benefited to enter the lots burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to keep the Retaining Wall in good repair and safe and functional condition and to ensure the support of the lots benefited is maintained.
- 12.5 The cost and expense of keeping the Retaining Wall in good repair and safe and functional condition shall be borne equally by the owners of the lots benefited and the owners of the lots burdened.
- 12.6 In exercising their rights under this easement, the owners of the lots benefited must:

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ePlan

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

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(Sheet 15 of 16 sheets)

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Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

- (a) ensure all work is done properly and completed in a reasonable time;
- (b) cause as little inconvenience as is practicable to the owners and occupiers of the lots burdened;
- (c) cause as little damage as is practicable to the lots burdened and any improvement on them; and
- (d) restore the lots burdened as nearly as is practicable to their former condition;
- (e) make good any collateral damage; and
- (f) comply with statute law pertaining to the use of the lots burdened for the permitted purpose under this easement.

12.7 Except when urgent work is required, the owners of the lots benefited must:

- (a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and
- (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 12 in the plan.

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

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Authorised Officer of Camden Council

76299 Stage 2C.L01.88B_Rev C

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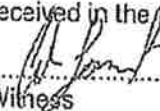
(Sheet 16 of 16 sheets)

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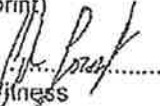
Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Executed by Mirvac Homes (NSW) Pty)
Limited ACN 006 922 998)
by the party's attorney pursuant to)
power of attorney registered)
Book 4578 No 295)
who states that no notice of revocation)
of the power of attorney has been)
received in the presence of:

→  _____
Witness

→ ADAM FORRESTER _____
Name of Witness (print)

→ 60/26/60 MARGARET ST SYDNEY _____
Address and Occupation of Witness
(print)

→  _____
Witness

→ ADAM FORRESTER _____
Name of Witness (print)

→ 60/26/60 MARGARET ST SYDNEY _____
Address and Occupation of Witness
(print)

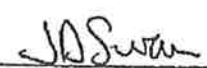
→  _____
Attorney

→ GARY WOOD _____
Name of Attorney (print)

→  _____
Attorney

→ RAYMOND CRAIG SPRIGGS _____
Name of Attorney (print)

5656275/5


Authorised Officer of Camden Council

76299 Stage 2CL01.86B_Rev C

REGISTERED



27.4.2011

NP 13
1985



STAMP DUTY



OFFICE OF STATE REVENUE
N.S.W. TREASURY
1900/100 P29
JULY STAMPED

RECEIPT ONLY



X794039

TRANSFER

REAL PROPERTY ACT, 1900

CB 1 of 1 X
\$ 400

R/L

DESCRIPTION
OF LAND
Note (a)

Terrace Title Reference	If Part Only, Detail Whole and Give Details	Location
IDENTIFIERS 1/558088 5/242250 7/242250 8/242250 10/242250	WHOLE	ELDERSLIE

TRANSFEROR
Note (b)

THE COMMISSIONER FOR MAIN ROADS

ESTATE
Note (c)

(the abovesigned TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 90,000.00
and transfers an estate in fee simple
in the land above described to the TRANSFEREE

TRANSFEREE
Note (d)

A.A. TEGEL PTY LIMITED	OFFICE USE ONLY OVER
------------------------	-------------------------

REMARKS
Note (e)

as joint tenants in common

FRUIT
ENCUMBRANCES
Note (f)

subject to the following FRUIT ENCUMBRANCES 1. 2. 3.

DATE 17th August 1988

EXECUTION
Note (g)

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

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

J.A. Gordon
Signature of Witness
J.A. GORDON
Name of Witness (BLOCK LETTERS)

309 Campbell St Sydney - Clerk
Address and occupation of Witness

EXECUTED PURSUANT TO DELEGATION
BOOK 3723 No. 471

H. B. Gordon
Signature of Transferor

Note (h)

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

THE COMMON SEAL OF A.A. TEGEL PTY LIMITED

was herewith affixed by authority of the

Board of Directors in the presence of:

J. H. Gordon Secretary
Director

Director
H. B. Gordon

TO BE COMPLETED
BY LOGGING PARTY
Notes (h)
and (i)

52

OFFICE USE ONLY

LOGGED BY		LOCATION OF DOCUMENTS	
STOREY & GOUGH BOX No. 784J	CT OTHER	Herewith.	
Delivery Box Number		In L.T.D. with	
		Produced by	
Checked <i>EF</i>	Prased <i>EF</i>	Secondary Directions	
Signed	Extra Fee	Delivery Directions	
REGISTERED - 19			
- 9 SEP 1988			

INSTRUCTIONS FOR COMPLETION

Typewriting and handwriting should be clear, legible and in permanent dark blue or dark blue non-copying ink.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the name margin as this form should be used. Each a

Identified as an annexure and signed by the parties and the attesting witnesses.

If it is intended to create easements, covenants, &c., use forms AP13A, AP13B, AP13C as appropriate.

Auto up til 1994

The following instructions relate to the SIDE NOTES on the form:

(a) Description of land.

[5] **TOPOLOGICAL GROUPS**—For a general introduction to the Volume and Top. (e.g., Vol. 63/4 Feb. 1981). For a comprehensive introduction to the subject (e.g., 77/10 Dec. 11).

(b) PRIVACY/FILE - In compliance with the provisions of the Privacy Act, the following word "FILE" and those initials and numbers, names, and addresses are hereby redacted pursuant to 5 U.S.C. 552(a)(6) of the Federal Government.

13) LOCATION - In on the locality shown on the Certificate of Title/Deed Abstract, of Shute's. If the locality is not shown, In Len the Parish and County, of the State of Louisiana.

(b) Show the full name of the transferor(s).

(c) If the estate being transferred is a lesser estate than an estate in fee simple, denote "fee simple" and insert appropriate estate.

(d) show the full name, address and occupation or description of the landowner(s).

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(i) In the memorandum of prior encumbrances, state only the registered number of any mortgage, lease, charge or writ to which this dealing is subject.

(n) Execution.

CELEBRATE

It should also be noted that space for the expansion of the dwelling was so abundant that

(f) The certificate of correctness under the Real Property Act, 1925, must be signed by all parties to the transfer, each party to provide the stamping fee the provision of which is not a duty, and being a party to

The solicitor for the transfer may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) is to be transmitted or printed substantively to the Registrar. Any person lawfully

ATTORNEY

of nineteenth century is taken is the penalties prescribed by section 117 of the Real Property Act, 1900.

ATTORNEY

(1) If the instrument is executed by an attorney for the principal, the instrument is a negotiable instrument if the terms of the instrument are such that the instrument is a negotiable instrument, and the instrument is a negotiable instrument if the instrument is a negotiable instrument.

AUTHORITY

2-2 If the transfer is executed pursuant to an authority (other than specified in 1-2), the form of execution must indicate the authority, provided or other authority pursuant to which the transfer has been executed.

CONFESSION

(1) If the subject is covered by a composition under test, the form of expression should include a statement that the test has been completed, and a date, e.g., "Completed 10/17/76. The Article of 10/17/76 of the

(b) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the logging party.

(f) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., int. dec. for statutory declaration, plans for prebets, L/A for letters of administration, &c.

OFFICE USE ONLY

LD 1341

PRINT CONCULE DIRECTIONS

FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) DIRECTOR	(C) NAME		
1/558088 5/242250 7/242250 8/242250 10/242250	S	A.A. TEGEL PTY LIMITED		
SECOND SCHEDULE AND OTHER DIRECTIONS				
(D) FOLIO IDENTIFIER	(E) DIRECTOR	(F) NOTN TYPE	(G) DEBILS NUMBER	(H) DETAILS
1/558088 5/242250 8/242250 7/242250 10/242250	OFF	NB	X584969	
	ON	CV		
	ON	CV		
	ON	CV		

THIS IS COVENANT REFERRED TO IN TRANSFER BY THE COMMISSIONER
FOR MAIN ROADS TO A.A. TEGEL PTY LIMITED DATED THE
DAY OF 1988

AND the Transferee does hereby for the benefit of Lots 21, 22, 23, 24 and 25 in Deposited Plan 242250 (hereinafter called "the dominant tenement") covenant with the Transferor (in this covenant called "the Commissioner") and with the Council of the Municipality of Camden and so as to bind and burden Lots 5, 7, 8 and 10 in Deposited Plan 242250 and Lot 1 in Deposited Plan 558088 (hereinafter called "the servient tenement") that the Transferee will not without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

THE COMMON SEAL OF A.A. TEGEL PTY LIMITED)
was hereunto affixed by authority of the
Board of Directors in the presence of:

J.H. Anthony
Secretary

M. D. Loughran
Director



1. POWER OF ATTORNEY TO DELEGATION
2. 1988/01

A. B. Batters

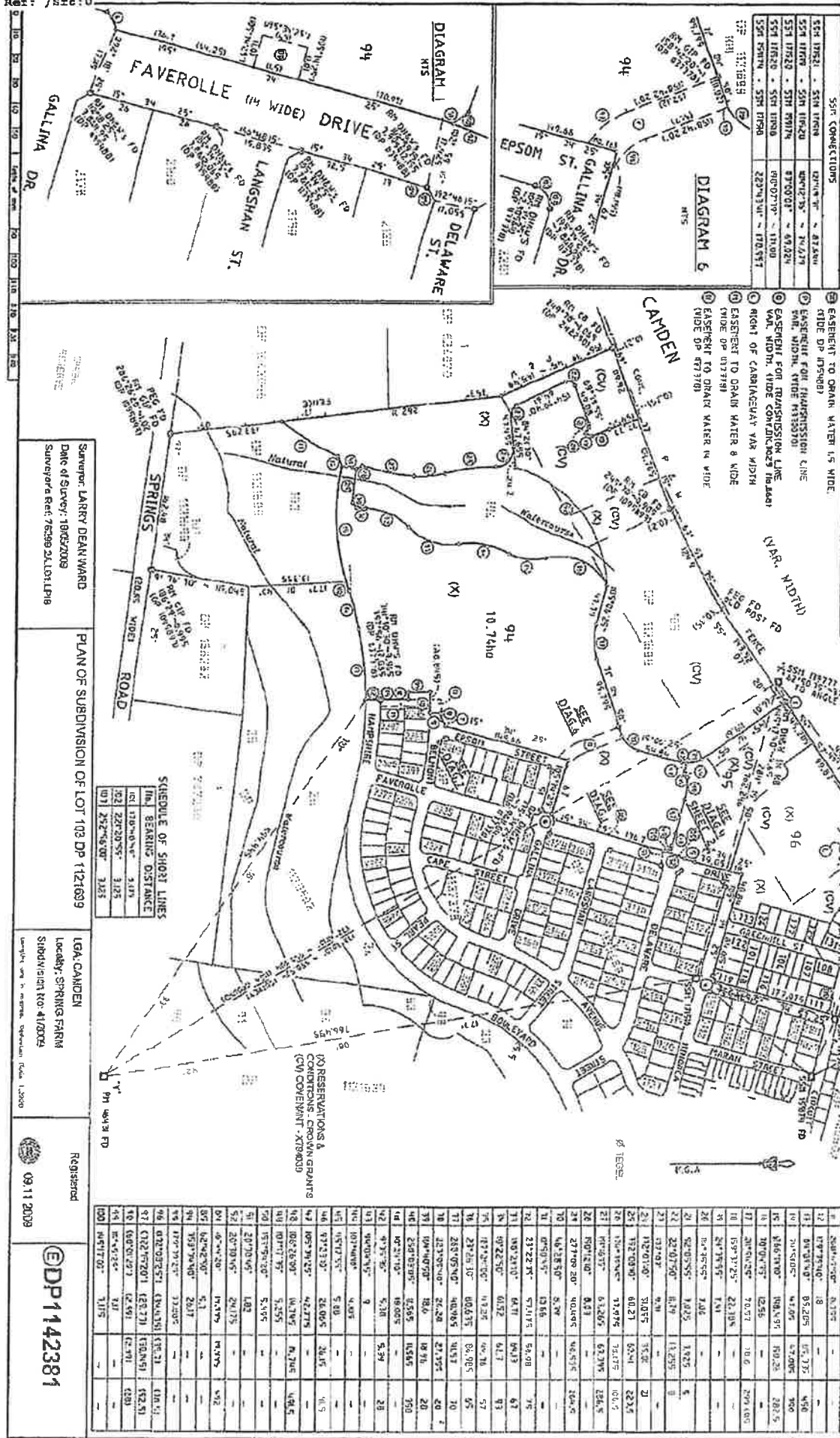
PLAN FORM 2 (A2)

WARNING: CREEPING OR FLOODING WILL LEAD TO REJECTION

MARK	N.O.A. CO-ORDINATES	CLASS	JOEER	NEED	RIGHT
PH 40431	280 451.304	6 227 692.624	B	2	FROM SCIS SCIS
SSN 187176	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187177	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187178	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187179	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187180	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187181	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187182	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187183	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187184	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187185	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187186	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187187	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187188	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187189	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187190	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187191	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187192	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187193	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187194	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187195	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187196	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187197	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187198	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187199	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS
SSN 187200	280 784.650	6 228 890.496	C	3	FROM SCIS SCIS



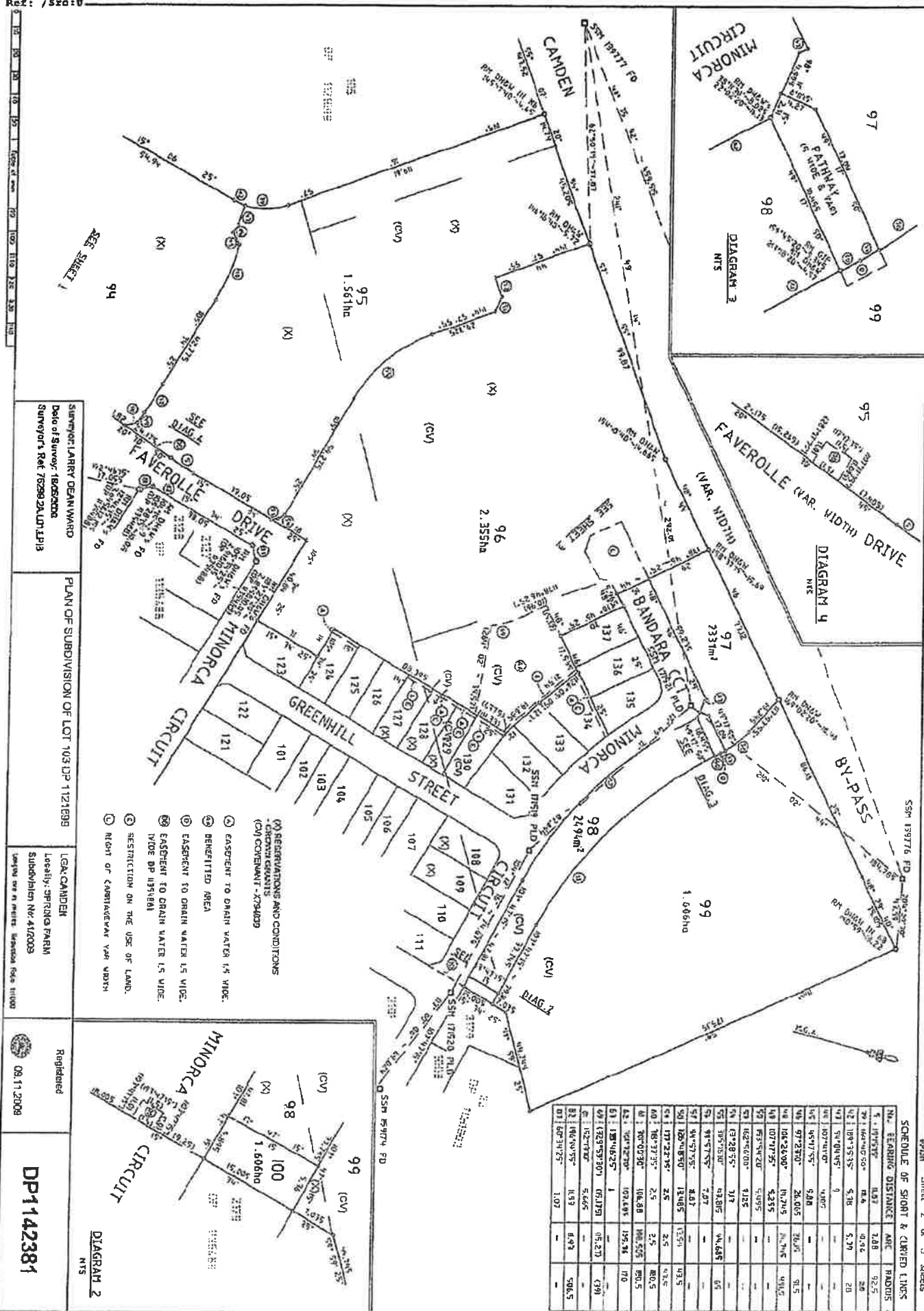
NO.	BEARING	DISTANCE	ARC	TRAJES
1	57°07'00"	14.70	-	-
2	40°20'00"	14.70	-	-
3	57°07'00"	14.70	-	-
4	57°07'00"	14.70	-	-
5	57°07'00"	14.70	-	-
6	57°07'00"	14.70	-	-
7	57°07'00"	14.70	-	-
8	57°07'00"	14.70	-	-
9	57°07'00"	14.70	-	-
10	57°07'00"	14.70	-	-
11	57°07'00"	14.70	-	-
12	57°07'00"	14.70	-	-
13	57°07'00"	14.70	-	-
14	57°07'00"	14.70	-	-
15	57°07'00"	14.70	-	-
16	57°07'00"	14.70	-	-
17	57°07'00"	14.70	-	-
18	57°07'00"	14.70	-	-
19	57°07'00"	14.70	-	-
20	57°07'00"	14.70	-	-
21	57°07'00"	14.70	-	-
22	57°07'00"	14.70	-	-
23	57°07'00"	14.70	-	-
24	57°07'00"	14.70	-	-
25	57°07'00"	14.70	-	-
26	57°07'00"	14.70	-	-
27	57°07'00"	14.70	-	-
28	57°07'00"	14.70	-	-
29	57°07'00"	14.70	-	-
30	57°07'00"	14.70	-	-
31	57°07'00"	14.70	-	-
32	57°07'00"	14.70	-	-
33	57°07'00"	14.70	-	-
34	57°07'00"	14.70	-	-
35	57°07'00"	14.70	-	-
36	57°07'00"	14.70	-	-
37	57°07'00"	14.70	-	-
38	57°07'00"	14.70	-	-
39	57°07'00"	14.70	-	-
40	57°07'00"	14.70	-	-
41	57°07'00"	14.70	-	-
42	57°07'00"	14.70	-	-
43	57°07'00"	14.70	-	-
44	57°07'00"	14.70	-	-
45	57°07'00"	14.70	-	-
46	57°07'00"	14.70	-	-
47	57°07'00"	14.70	-	-
48	57°07'00"	14.70	-	-
49	57°07'00"	14.70	-	-
50	57°07'00"	14.70	-	-
51	57°07'00"	14.70	-	-
52	57°07'00"	14.70	-	-
53	57°07'00"	14.70	-	-
54	57°07'00"	14.70	-	-
55	57°07'00"	14.70	-	-
56	57°07'00"	14.70	-	-
57	57°07'00"	14.70	-	-
58	57°07'00"	14.70	-	-
59	57°07'00"	14.70	-	-
60	57°07'00"	14.70	-	-
61	57°07'00"	14.70	-	-
62	57°07'00"	14.70	-	-
63	57°07'00"	14.70	-	-
64	57°07'00"	14.70	-	-
65	57°07'00"	14.70	-	-
66	57°07'00"	14.70	-	-
67	57°07'00"	14.70	-	-
68	57°07'00"	14.70	-	-
69	57°07'00"	14.70	-	-
70	57°07'00"	14.70	-	-
71	57°07'00"	14.70	-	-
72	57°07'00"	14.70	-	-
73	57°07'00"	14.70	-	-
74	57°07'00"	14.70	-	-
75	57°07'00"	14.70	-	-
76	57°07'00"	14.70	-	-
77	57°07'00"	14.70	-	-
78	57°07'00"	14.70	-	-
79	57°07'00"	14.70	-	-
80	57°07'00"	14.70	-	-
81	57°07'00"	14.70	-	-
82	57°07'00"	14.70	-	-
83	57°07'00"	14.70	-	-
84	57°07'00"	14.70	-	-
85	57°07'00"	14.70	-	-
86	57°07'00"	14.70	-	-
87	57°07'00"	14.70	-	-
88	57°07'00"	14.70	-	-
89	57°07'00"	14.70	-	-
90	57°07'00"	14.70	-	-
91	57°07'00"	14.70	-	-
92	57°07'00"	14.70	-	-
93	57°07'00"	14.70	-	-
94	57°07'00"	14.70	-	-
95	57°07'00"	14.70	-	-
96	57°07'00"	14.70	-	-
97	57°07'00"	14.70	-	-
98	57°07'00"	14.70	-	-
99	57°07'00"	14.70	-	-
100	57°07'00"	14.70	-	-



PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

99m Sheet 2 of 5 sheets



SCHEDULE OF SHORT & CURVED LINES

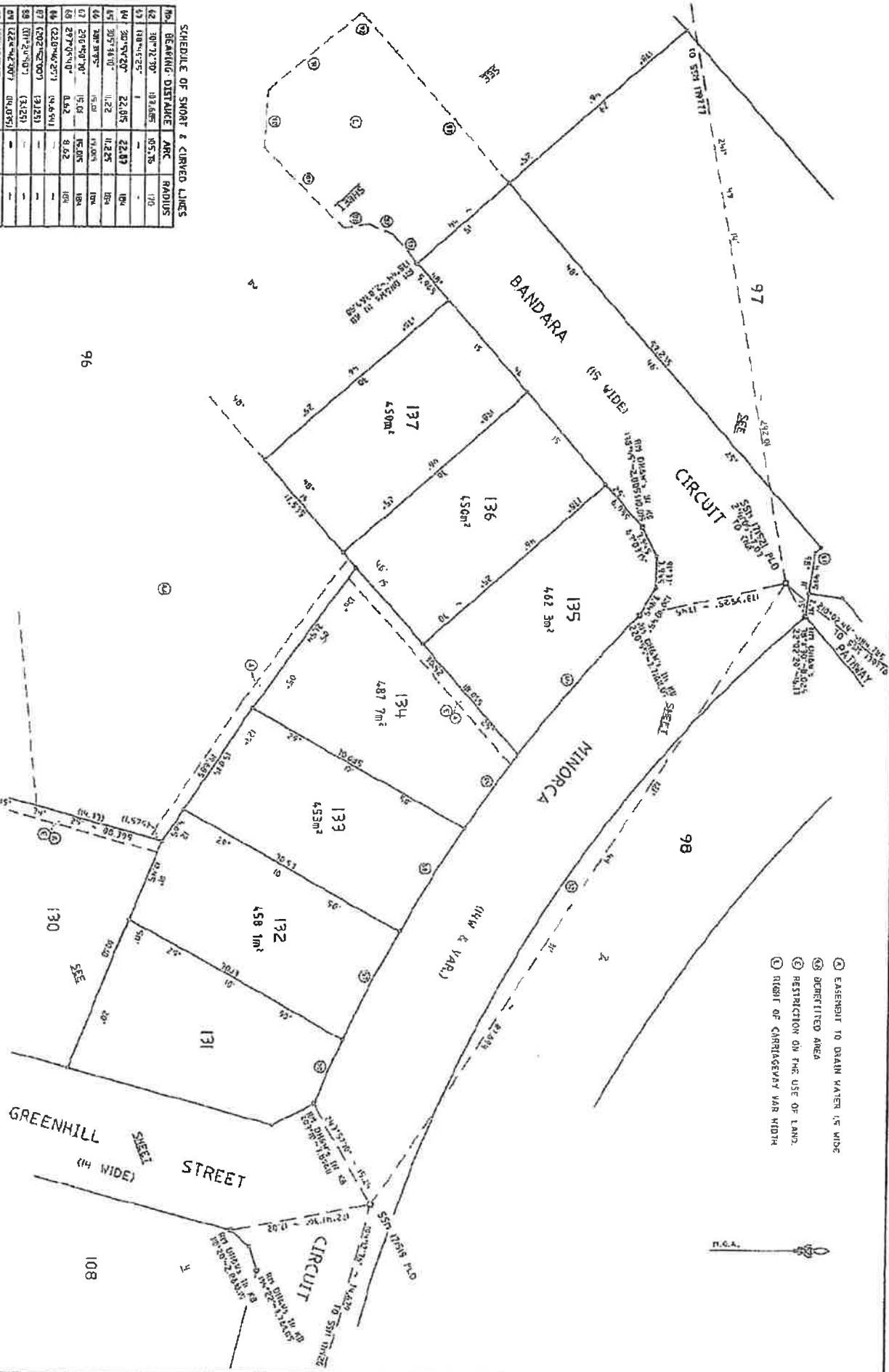
LINE	BEARING	DISTANCE	ARC	RADIUS
1	119°55'55"	1.817	1.88	92.5
2	166°40'00"	0.8	0.916	20
3	108°35'35"	5.38	5.39	20
4	30°04'45"	9	—	—
5	107°40'00"	1.007	—	—
6	94°31'55"	5.88	—	—
7	97°29'00"	26.065	26.07	70.5
8	106°26'00"	16.245	16.245	49.5
9	107°17'35"	4.235	—	—
10	153°42'00"	5.005	—	—
11	162°46'00"	4.125	—	—
12	173°28'55"	3.75	—	—
13	155°55'00"	6.805	6.805	55
14	91°57'55"	7.07	—	—
15	94°57'55"	8.07	—	—
16	120°18'00"	15.005	15.01	49.5
17	177°22'45"	2.5	2.5	80.5
18	168°37'35"	2.5	2.5	80.5
19	177°22'45"	2.5	2.5	80.5
20	168°37'35"	2.5	2.5	80.5
21	177°22'45"	2.5	2.5	80.5
22	168°37'35"	2.5	2.5	80.5
23	177°22'45"	2.5	2.5	80.5
24	168°37'35"	2.5	2.5	80.5
25	177°22'45"	2.5	2.5	80.5
26	168°37'35"	2.5	2.5	80.5
27	177°22'45"	2.5	2.5	80.5
28	168°37'35"	2.5	2.5	80.5
29	177°22'45"	2.5	2.5	80.5
30	168°37'35"	2.5	2.5	80.5
31	177°22'45"	2.5	2.5	80.5
32	168°37'35"	2.5	2.5	80.5
33	177°22'45"	2.5	2.5	80.5
34	168°37'35"	2.5	2.5	80.5
35	177°22'45"	2.5	2.5	80.5
36	168°37'35"	2.5	2.5	80.5
37	177°22'45"	2.5	2.5	80.5
38	168°37'35"	2.5	2.5	80.5
39	177°22'45"	2.5	2.5	80.5
40	168°37'35"	2.5	2.5	80.5
41	177°22'45"	2.5	2.5	80.5
42	168°37'35"	2.5	2.5	80.5
43	177°22'45"	2.5	2.5	80.5
44	168°37'35"	2.5	2.5	80.5
45	177°22'45"	2.5	2.5	80.5
46	168°37'35"	2.5	2.5	80.5
47	177°22'45"	2.5	2.5	80.5
48	168°37'35"	2.5	2.5	80.5
49	177°22'45"	2.5	2.5	80.5
50	168°37'35"	2.5	2.5	80.5
51	177°22'45"	2.5	2.5	80.5
52	168°37'35"	2.5	2.5	80.5
53	177°22'45"	2.5	2.5	80.5
54	168°37'35"	2.5	2.5	80.5
55	177°22'45"	2.5	2.5	80.5
56	168°37'35"	2.5	2.5	80.5
57	177°22'45"	2.5	2.5	80.5
58	168°37'35"	2.5	2.5	80.5
59	177°22'45"	2.5	2.5	80.5
60	168°37'35"	2.5	2.5	80.5
61	177°22'45"	2.5	2.5	80.5
62	168°37'35"	2.5	2.5	80.5
63	177°22'45"	2.5	2.5	80.5
64	168°37'35"	2.5	2.5	80.5
65	177°22'45"	2.5	2.5	80.5
66	168°37'35"	2.5	2.5	80.5
67	177°22'45"	2.5	2.5	80.5
68	168°37'35"	2.5	2.5	80.5
69	177°22'45"	2.5	2.5	80.5
70	168°37'35"	2.5	2.5	80.5
71	177°22'45"	2.5	2.5	80.5
72	168°37'35"	2.5	2.5	80.5
73	177°22'45"	2.5	2.5	80.5
74	168°37'35"	2.5	2.5	80.5
75	177°22'45"	2.5	2.5	80.5
76	168°37'35"	2.5	2.5	80.5
77	177°22'45"	2.5	2.5	80.5
78	168°37'35"	2.5	2.5	80.5
79	177°22'45"	2.5	2.5	80.5
80	168°37'35"	2.5	2.5	80.5
81	177°22'45"	2.5	2.5	80.5
82	168°37'35"	2.5	2.5	80.5
83	177°22'45"	2.5	2.5	80.5
84	168°37'35"	2.5	2.5	80.5
85	177°22'45"	2.5	2.5	80.5
86	168°37'35"	2.5	2.5	80.5
87	177°22'45"	2.5	2.5	80.5
88	168°37'35"	2.5	2.5	80.5
89	177°22'45"	2.5	2.5	80.5
90	168°37'35"	2.5	2.5	80.5
91	177°22'45"	2.5	2.5	80.5
92	168°37'35"	2.5	2.5	80.5
93	177°22'45"	2.5	2.5	80.5
94	168°37'35"	2.5	2.5	80.5
95	177°22'45"	2.5	2.5	80.5
96	168°37'35"	2.5	2.5	80.5
97	177°22'45"	2.5	2.5	80.5
98	168°37'35"	2.5	2.5	80.5
99	177°22'45"	2.5	2.5	80.5
100	168°37'35"	2.5	2.5	80.5
101	177°22'45"	2.5	2.5	80.5
102	168°37'35"	2.5	2.5	80.5
103	177°22'45"	2.5	2.5	80.5
104	168°37'35"	2.5	2.5	80.5
105	177°22'45"	2.5	2.5	80.5
106	168°37'35"	2.5	2.5	80.5
107	177°22'45"	2.5	2.5	80.5
108	168°37'35"	2.5	2.5	80.5
109	177°22'45"	2.5	2.5	80.5
110	168°37'35"	2.5	2.5	80.5
111	177°22'45"	2.5	2.5	80.5

PLAN FORM 2 (1/2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 3 shown

NO.	BEARING	DISTANCE	ARC	RADIUS
42	30° 12' 30"	13.685	85.76	170
43	138° 45' 25"	1	-	-
44	20° 54' 00"	22.05	22.87	104
45	30° 54' 00"	11.22	11.25	104
46	20° 54' 00"	15.00	15.05	104
47	20° 54' 00"	15.00	15.05	104
48	27° 05' 40"	8.62	8.62	104
49	42° 04' 27"	9.654	-	-
50	122° 04' 20"	10.075	-	-
51	122° 04' 20"	10.075	-	-
52	122° 04' 20"	10.075	-	-
53	122° 04' 20"	10.075	-	-
54	122° 04' 20"	10.075	-	-
55	122° 04' 20"	10.075	-	-
56	122° 04' 20"	10.075	-	-
57	122° 04' 20"	10.075	-	-
58	122° 04' 20"	10.075	-	-
59	122° 04' 20"	10.075	-	-
60	122° 04' 20"	10.075	-	-
61	122° 04' 20"	10.075	-	-
62	122° 04' 20"	10.075	-	-
63	122° 04' 20"	10.075	-	-
64	122° 04' 20"	10.075	-	-
65	122° 04' 20"	10.075	-	-
66	122° 04' 20"	10.075	-	-
67	122° 04' 20"	10.075	-	-
68	122° 04' 20"	10.075	-	-
69	122° 04' 20"	10.075	-	-
70	122° 04' 20"	10.075	-	-
71	122° 04' 20"	10.075	-	-
72	122° 04' 20"	10.075	-	-
73	122° 04' 20"	10.075	-	-
74	122° 04' 20"	10.075	-	-
75	122° 04' 20"	10.075	-	-
76	122° 04' 20"	10.075	-	-
77	122° 04' 20"	10.075	-	-
78	122° 04' 20"	10.075	-	-
79	122° 04' 20"	10.075	-	-
80	122° 04' 20"	10.075	-	-
81	122° 04' 20"	10.075	-	-
82	122° 04' 20"	10.075	-	-
83	122° 04' 20"	10.075	-	-
84	122° 04' 20"	10.075	-	-
85	122° 04' 20"	10.075	-	-
86	122° 04' 20"	10.075	-	-
87	122° 04' 20"	10.075	-	-
88	122° 04' 20"	10.075	-	-
89	122° 04' 20"	10.075	-	-
90	122° 04' 20"	10.075	-	-
91	122° 04' 20"	10.075	-	-
92	122° 04' 20"	10.075	-	-
93	122° 04' 20"	10.075	-	-
94	122° 04' 20"	10.075	-	-
95	122° 04' 20"	10.075	-	-
96	122° 04' 20"	10.075	-	-
97	122° 04' 20"	10.075	-	-
98	122° 04' 20"	10.075	-	-
99	122° 04' 20"	10.075	-	-
100	122° 04' 20"	10.075	-	-



- ① EASEMENT TO DRAIN WATER 1.5 WIDE
- ② DERELICTED AREA
- ③ RESTRICTION ON THE USE OF LAND
- ④ RIGHT OF CARRIAGEWAY 14 WIDE

N.C.A.

Surveyor: LARRY DEANWARD Date of Survey: 10/06/2009 Surveyor's Ref: 762992/LD/LPI/3	PLAN OF SUBDIVISION OF LOT 103 DP 1121608	LGA: CAMDEN Locality: SPRING PARK Subdivision No: 41/2009 Surveying Act 1981, Section 120	Registered 09/11/2009	DP1142381
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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 5 sheets

SCHEDULE OF SHORT & CURVED LINES

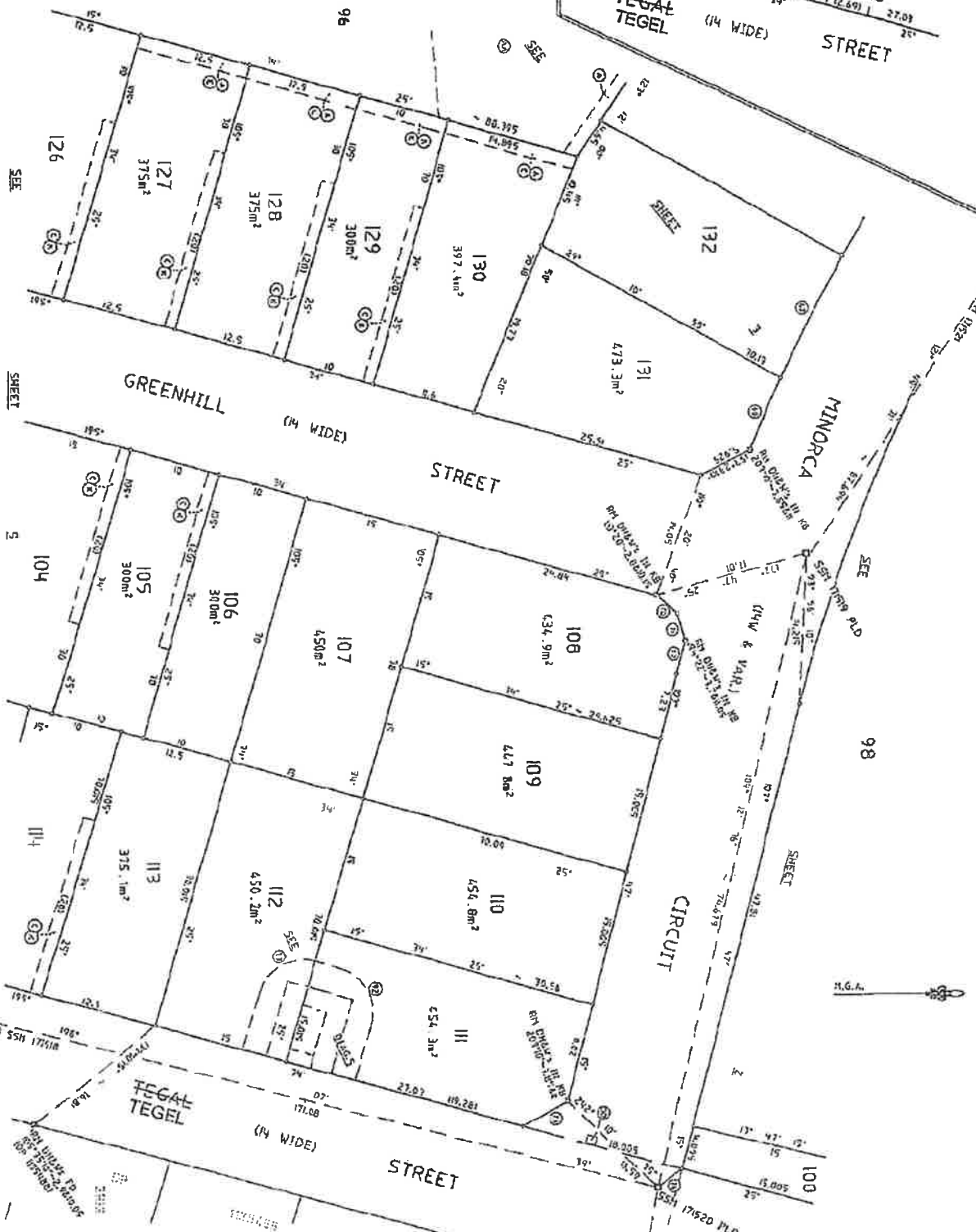
LINE	BEARING	DISTANCE	ARC	RADIUS
1	296°50'17"	15.015	184	
2	291°39'16"	8.02	8.02	184
3	41°21'57"	11.2		
4	173°17'00"	11.2		
5	28°42'26"	8.235	8.235	184
6	134°00'50"	5.51		
7	143°10'25"	12.011	12.011	184
8	107°14'27"	17.017	17.017	184
9	107°14'27"	17.017	17.017	184

DIAGRAM 5 MTS

LEGAL TEGEL

(14 WIDE)

STREET



- ① EASEMENT TO DRAIN WATER 15 WIDE.
- ② EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.
- ③ RESTRICTION ON THE USE OF LAND.
- ④ EASEMENT FOR PANDURUM/ELECTRICAL SUBSTATION 2.75 WIDE (WIDE OF 115M80).
- ⑤ RESTRICTION ON THE USE OF LAND.
- ⑥ (LINE DP 1142381 NO.2).
- ⑦ RESTRICTION ON THE USE OF LAND.
- ⑧ (LINE DP 115M80) NO.3.
- ⑨ EASEMENT FOR UNDERGROUND CABLES 2.75 WIDE.
- ⑩ (WIDE DP 115M80).
- ⑪ EASEMENT TO DRAIN WATER 15 WIDE.
- ⑫ (WIDE DP 115M80).
- ⑬ EASEMENT FOR CONSTRUCTION 0.9 WIDE.

Surveyor: LARRY DEAN WIND
Date of Survey: 10/06/2009
Surveyor's Ref: 752932A/1011P10

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

LOCAL CHAIRMAN
Locality: SPRING PARK
Subdivision No: 41/2009
Registered
09.11.2009

DP1142381

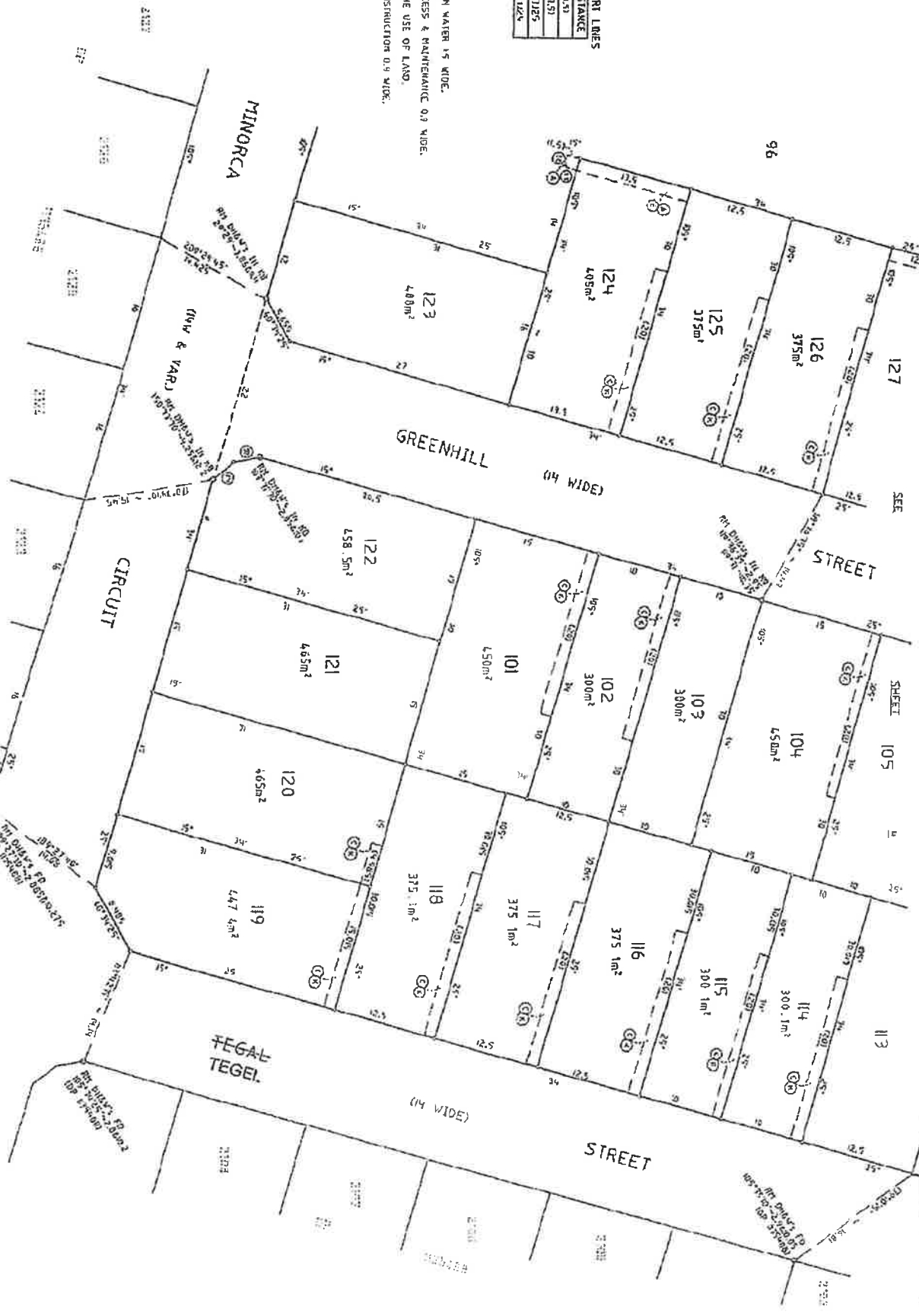
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet 5 of 5 sheets

SCHEDULE OF SHORT LINES
N.B. BEARING DISTANCE
1. 10° 15' 12.71" 4.51
2. 108° 14' 27.1" 0.51
3. 178° 12' 35" 1.25
4. 161° 40' 00" 1.24

- ① EASEMENT TO DRAIN WATER 15 WIDE.
- ② EASEMENT FOR ACCESS & MAINTENANCE 0.3 WIDE.
- ③ RESTRICTION ON THE USE OF LAND.
- ④ EASEMENT FOR CONSTRUCTION 0.9 WIDE.



Surveyor: LARRY DEAN WARD
 Date of Survey: 18/05/2008
 Surveyor's Ref: 75590 JALP18

PLAN OF SUBDIVISION OF LOT 103 DP 1121689

LCM: CANNEN
 Locality: SPRING FARM
 Subdivision No: 412005
 (Lengths are in metres. Reduction Ratio: 1:500)

Registered
 09.11.2008

DP1142381

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENT of Intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE EXTENSION OF MINORCA CIRCUIT SUBJECT TO AN EASEMENT TO DRAIN WATER AND IT IS INTENDED TO DEDICATE BANDARA CIRCUIT AND GREENHILL STREET TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE THE PATHWAY 5 WIDE AND VARIABLE TO THE PUBLIC

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (D)
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND (E)
5. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (C)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. EASEMENT FOR CONSTRUCTION 0.9 WIDE (K)
10. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (L)
11. RESTRICTION ON THE USE OF LAND
12. POSITIVE COVENANT
13. RESTRICTION ON THE USE OF LAND

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I In approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: CAMDEN COUNCIL

Date of Endorsement: 30th SEPTEMBER 2009

Accreditation no:

Subdivision Certificate no: 41 of 2009

File no: DA 1037/08 (2)

* Delete whichever is inapplicable.

DP1142381

Registered:  09.11.2009 *

Title System: **TORRENS**

Purpose: **SUBDIVISION**

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

LGA: **CAMDEN**

Locality: **SPRING FARM**

Parish: **NARELLAN**

County: **CUMBERLAND**

Surveying Regulation, 2006

I, **LARRY DEAN WARD**
of **LEAN & HAYWARD PTY LTD**
PO BOX 282, CAMPBELLTOWN NSW 2560

a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: **18th MAY 2009**

The survey relates to Lots 94 - 137 Inclusive.
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Date: 13/8/09
Surveyor registered under the *Surveying Act, 2002*

Datum Line: "X" - "Y"

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 1121699

DP 1135488

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 76260.2A.L01.LP13

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

DP1142381

Registered:



09.11.2009

Subdivision Certificate No: 41 of 2009

Date of Endorsement: 30th SEPTEMBER 2009

* OFFICE USE ONLY

Executed by Mirvac Homes (NSW) Pty
 Limited ACN 006 922 998
 by the party's attorney pursuant to
 power of attorney registered
 Book 4548 No 707 who
 states that no notice of revocation of the power
 of attorney has been received in the presence
 of:

Witness

Chris Newman
 Name of Witness (print)
 60 Margaret St, Sydney
 Asst Development Manager
 Address and Occupation of Witness (print)

Attorney
 Trevor Jensen
 Name of Attorney (print)

Witness

Chris Newman
 Name of Witness (print)
 60 Margaret St, Sydney
 Asst Development Manager
 Address and Occupation of Witness (print)

Attorney
 Craig Wood
 Name of Attorney (print)

SURVEYOR'S REFERENCE: 76299.2A.L01.LPI

ePlan

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

(Sheet 1 of ¹³14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
 Subdivision Certificate No. 41 of 2009
 dated the 30 day of SEPTEMBER 2009

Full name and address of
 the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26, 60 Margaret Street
 Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1.	Easement to drain water 1.5 wide (A)	95 96 124 127 128 129 130 134 134	126-130 inclusive 124 & 125 125 126 126 & 127 126, 127 & 128 126, 127, 128 & 129 126-130 inclusive 96 designated "AA"
2.	Easement to drain water 1.5 wide (D)	99	Camden Council
3.	Restriction on the Use of Land	101-137 inclusive	Camden Council
4.	Restriction on the Use of Land (E)	124, 127, 128, 129, 130 & 134	Camden Council
5.	Easement for Access and Maintenance 0.9 wide (C)	101 102 104 105 114 115 116	102 103 105 106 113 114 115

Authorised Officer of Camden Council

5055240x5 Stage 2A Spring Farm

ePlan

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

(Sheet 2 of 13 sheets)


Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
 Subdivision Certificate No. 41 of 2009
 dated the 30 day of SEPTEMBER 2009

Full name and address of
 the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26, 60 Margaret Street
 Sydney NSW 2000

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
		117 118 119 120 124 125 126 127 128 129	116 117 118 118 125 126 127 128 129 130
6.	Restriction on the Use of Land	101-137 inclusive	Camden Council
7.	Restriction on the Use of Land	97, 98 & 132-136 inclusive	Camden Council
8.	Restriction on the Use of Land	Each Lot (except for Lots 97 & 98)	Every other Lot (except for Lots 97 & 98)
9.	Easement for Construction 0.9 wide (K)	101 102 104 105 114 115 116 117 118 119 120	102 103 105 106 113 114 115 116 117 118 118


 Authorised Officer of Camden Council

5055240/5 Stage 2A Spring Farm

ePlan

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

(Sheet 3 of 13 sheets)

Plan:

DP1142381

Plan of Subdivision of Lot 103 DP1121699 covered by Subdivision Certificate No. 41 of 2009 dated the 30 day of SEPTEMBER 2009

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26, 60 Margaret Street
 Sydney NSW 2000

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
		124 125 126 127 128 129	125 126 127 128 129 130
10.	Right of carriageway variable width (L)	96	Camden Council
11.	Restriction on the use of land	97, 98 & 100	Camden Council
12.	Positive Covenant	97, 98 & 100	Camden Council
13.	Restriction on the use of land	97, 98 & 100	Camden Council

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.

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

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Camden Council.

Authorised Officer of Camden Council

5055240v5 Stage 2A Spring Farm

ePlan

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

(Sheet 4 of ¹³~~14~~ sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 30 day of SEPTEMBER 2009

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.

An Easement to Drain Water in the terms set out in Part 3 of Schedule 4A of the Conveyancing Act 1919 (as amended).

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Camden Council.

3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan.

The lots burdened must not be used for residential purposes unless the land has been filled and no building is to be constructed on the land unless footings/foundations 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 (NATA) and approved by Camden Council.


Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

4. Terms of easement, profit à prendre, restriction, or positive covenant numbered 4 in the plan

4.1 The registered proprietor(s) covenant as follows with Camden Council in respect of the overland flow path within the lot burdened as noted "A" on the plan ("easement site") that they will not, without the prior and express written consent of Camden Council:

- (a) do any act, matter or thing which would prevent the drainage of water from operating in a safe and efficient manner;
- (b) make or permit or suffer the making of any alterations or additions to the easement site; or
- (c) allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the easement site.


Authorised Officer of Camden Council

5055240v5 Stage 2A Spring Farm

ePlan

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

13
(Sheet 5 of 14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 30 day of SEPTEMBER 2009

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

Minvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

- 4.2 This easement shall bind all persons who are or claim under the registered proprietor(s) as stipulated in section 88E(5) of the Conveyancing Act 1919.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan

Camden Council.

5. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the plan**

- 5.1 In this Easement for Access and Maintenance:

"easement site" means that area of the lot burdened shown on the plan as being affected by "Easement for Access and Maintenance 1 wide "C".

- 5.2 Subject to clause 5.3, the owner of the lot benefited may:

- (a) with prior reasonable notice given to the owner or occupier of the lot burdened, use the easement site for the purpose of carrying out necessary work (including maintenance and repair) on:


- (i) the lot benefited; and
 - (ii) any structure belonging to the owner of the lot benefited,
- which cannot otherwise reasonably be carried out; and

- (b) do anything reasonably necessary for that purpose, including:

- (i) entering into the lot burdened;
- (ii) taking anything onto the lot burdened; and
- (iii) carrying out necessary works.

- 5.3 The rights under this Easement for Access and Maintenance are limited to the extent necessary to permit the owner of the lot benefited to maintain and repair the exposed areas of:

- (a) the lot benefited; and


Authorised Officer of Camden Council

5055240v5 Stage 2A Spring Farm

ePlan

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

Plan: **DP1142381**

13
(Sheet 6 of 14 sheets)

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 30 day of SEPTEMBER 2009

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

(b) any structure belonging to the owner of the lot benefited.

5.4 In exercising the rights under this clause 5, the owner of the lot benefited must:

- (a) ensure all work on the lot benefited is done properly and carried out as quickly is practicable;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan

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

6. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 6 in the plan**

No building is permitted to be constructed on the lot burdened unless the buildings proposed to be constructed on the lot burdened are built in accordance with the requirements of the Mine Subsidence Board Concurrent Approval Reference Number FN00-04170PO, dated 12 November 2008.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan

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

7. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 7 in the plan**

7.1 No building is to be erected or remain on the lot burdened which has a floor level of any part 600 mm below the 1% AEP level as determined by Camden Council (Council).


Authorised Officer of Camden Council

5055240v6 Stage 2A Spring Farm

ePlan

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

(Sheet 7 of ¹³14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 30 day of SEPTEMBER 2009

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

7.2 Applications for the issue of these levels are to be directed to the Council, and the levels issued are to be shown on any building application submitted to Council. The Council may also require that no construction above floor level is undertaken prior to certification by a registered surveyor that the constructed floor levels complies with Council's requirements.

7.3 No alteration is permitted to the finished surface levels attained by site regarding works as shown on Work As Executed Plans approved by Council for the subdivision created by the plan without the prior written consent of Council. A plan showing full details of any proposed alterations must be submitted to Council for approval prior to their commencement. Council may also require the submission of a Works As Executed Plan certified by a registered surveyor.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan

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

8. Terms of easement, profit à prendre, restriction, or positive covenant numbered 8 in the plan

8.1 No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 70% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 30% of the total area of the external walls.

8.2 No building or buildings shall be erected or permitted to remain erected on each Lot Burdened other than with terracotta, cement tiles or colour bond roofs.

8.3 No fence shall be erected or be permitted to remain erected unless the fence is:

- (a) made of timber (lapped and capped) or cement
- (b) rendered and painted; and
- (c) the fence to the second boundary, if applicable, is limited to the front building line.

8.4 No fence shall be erected on each lot burdened to divide it from any adjoining land owner owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty


Authorised Officer of Camden Council

5055240v5 Stage 2A Spring Farm

ePlan

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

(Sheet 8 of ¹³14 sheets)

Plan: **DP1142381**


Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 30 day of SEPTEMBER 2009

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

Limited provided that this restriction shall remain in force during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of the land in the plan r any land immediately adjoining the land.

- 8.5 No shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens is to be constructed, installed or maintained on or in a lot burdened.
- 8.6 No air-conditioning unit is to be installed:
- (a) in any front porch/balcony of a lot burdened; or
 - (b) in any area on or in a lot burdened where the air conditioning unit is visible from any road, footpath, parks and the like.
- 8.7 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not emit odours.
- 8.8 No advertising hoarding sign or matter of any description is to be erected or displayed on each lot burdened without the prior written consent of Mirvac.
- 8.9 No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
 - (b) in an area designated as being an area where a vehicle may be parked.
- 8.10 No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable item is visible from a road, footpath, park and the like.
- 8.11 No more than one dwelling may be erected on a lot burdened.
- 8.12 No building known as a semi detached or duplex may be constructed on the lot burdened.
- 8.13 The lot burdened may not be subdivided.
- 8.14 No building may be altered on a lot burdened in such a way as to create another dwelling unless the owner of the lot burdened obtains the consent of Mirvac Homes (NSW) Pty Limited.
- 8.15 In this restriction on the use of land:
- (a) "Mirvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006 922 998 and its successors nominees or assigns other than purchasers on sale;


Authorised Officer of Camden Council

5055240v5 Stage 2A Spring Farm

ePlan

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

13
(Sheet 9 of 14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 30 day of SEPTEMBER 2009

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

- (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and
- (c) the person having the right to release, vary or modify these restrictions is Mirvac Homes (NSW) Pty Limited for such period as it is the registered proprietor of any land in the plan.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan

- (a) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.
- (b) The person having the right to release, vary or modify these restrictions is Mirvac for such period as it is the registered proprietor of the Land and thereafter the owners of the lot benefited.

9. Terms of easement, profit à prendre, restriction, or positive covenant numbered 9 in the plan


9.1 In this Easement, the following definitions apply:

Airspace means the airspace of the lot burdened.

Sunset Date means the date of completion of the construction of improvements on the lot benefited and the issue of an occupation certificate under Part 4A of the Environment Planning and Assessment Act 1979 for that building on the lot benefited.

9.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited may

- (1) use the Airspace and the lot burdened (but only within the site of the easement) to facilitate the construction of improvements on the lot benefited; and
- (2) do anything reasonably necessary for that purpose including:
- (i) entering the lot burdened and encroaching on the Airspace;
 - (ii) taking anything on to the lot burdened;
 - (iii) carrying out work including installing, keeping and using any scaffolding, plant, equipment, signage and machinery on the lot burdened; and
 - (iv) temporarily closing parts of the site of the easement.


Authorised Officer of Camden Council

5055240v5 Stage 2A, Spring Farm

ePlan

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

Plan: **DP1142381**

(Sheet 10 of ¹³14 sheets)

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 30 day of SEPTEMBER 2009

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

9.3 In exercising those powers, the owner of the lot benefited and any person authorised by the owner of the lot benefited must:

- (1) give to the owner or occupier of the lot burdened one (1) weeks notice that the owner of the lot burdened intends to access the lot burdened to facilitate the construction of improvements on the lot benefited;
- (2) ensure all work is done properly; and
- (3) cause as little inconvenience as is practicable to the lot burdened and any occupier of the lot burdened; and
- (4) cause as little damage as is practicable to the lot burdened and any improvements on the lot burdened; and
- (5) restore the lot Burdened as nearly as is practicable to its former condition; and
- (6) make good any collateral damage.

9.4 The rights under this easement terminate on the Sunset Date and on and from the Sunset Date, this easement is extinguished without further assurance.

9.5 On and from the Sunset Date and upon request by the owner of the lot burdened or the owner of the lot benefited, the owner of the lot burdened and the owner of the lot benefited must do all things necessary (including making an application to Land and Property Information NSW) to remove the record of this easement from the title of the lot burdened and lot benefited.

10. Terms of easement, profit à prendre, restriction, or positive covenant numbered 10 in the plan.

A Right of Carriageway in the terms set out in Part 1 of Schedule 4A of the Conveyancing Act 1919 (as amended).

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.

Camden Council.

11. Terms of easement, profit à prendre, restriction, or positive covenant numbered 11 in the plan.


Authorised Officer of Camden Council

6055240v5 Stage 2A Spring Farm

ePlan

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

(Sheet 11 of ¹³14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 36 day of SEPTEMBER 2009

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

11.1 The lots burdened must not be used for residential purposes unless:

- (a) documentary evidence has been submitted to Camden Council (Council) verifying compliance with the recommendations in the Spring Farm Release Area Stage 2 Acoustic Advice as prepared by Renzo Tonin & Associates, reference numbers T8705-12F02 (Rev 1), dated 2 December 2008 including future residential construction requirements for window glazing, doors and windows frames, acoustic seal treatments and building heights to be consistent with the recommendations in accordance with this report;
- (b) specific glazing treatments are installed and where windows are to be closed to meet internal noise goals, then mechanical ventilation (air conditioning) may be required in accordance with the minimum standards prescribed by the Building Code of Australia; and
- (c) structures, buildings, water tanks, vehicular driveways and the like are designed and located so as to ensure that the integrity, structural adequacy and zone of influence is maintained of the retaining walls, noise walls(s) and earth mounds;
- (d) all piers/foundations associated with any proposed structure or building adjacent to the retaining walls, noise walls and earth mounds must be designed and located to ensure that there is no intrusion in the zone of influence.

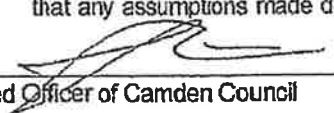
Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 11 in the plan.

Camden Council.

12. Terms of easement, profit à prendre, restriction, or positive covenant numbered 12 in the plan.

12.1 The registered proprietor of the lots burdened must:

- (a) keep the retaining walls, noise walls and earth mounds in good repair;
- (b) not alter in type, size and location the retaining walls, noise walls or earth mounds without the prior written consent of Camden Council (Council);
- (c) maintain and repair at the sole expense of the registered proprietor of the lot burdened the retaining walls, noise walls and earth mounds including complying with the approved landscaping plan lodged at Council;
- (d) on completion of any maintenance or repair, have the works certified by an accredited certifier with structural engineering accreditation confirming that the items forming part of the maintenance and repair have been constructed in accordance with the approved plans lodged at Council and that any assumptions made during the course of construction did not render any component of


Authorised Officer of Camden Council

5055240v5 Stage 2A Spring Farm

ePlan

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

Plan: **DP1142381**

(Sheet 12 of ¹³~~14~~ sheets)

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. *41 of 2003*
dated the *30* day of *SEPTEMBER* 2009

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

the design invalid, and in certifying the works, prepare an associated maintenance schedule approved by Council.

- (e) arrange for a surveyor registered with the Institute of Surveyors to certify the precise location of all retaining walls, noise walls and earth mound components together with a works as executed plan of any approved repairs and/or alterations;
- (f) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the lot burdened for compliance with the requirements of this covenant
- (g) comply with the terms of any written notice issued by the Council in respect to the requirements of this covenant within the time stated in the notice.


12.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:-

- (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the lot burdened with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 12.1(d);
- (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under clause 12.2(a). Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to clause 12.2(a), supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - (ii) legal costs on an indemnity basis for issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 12 in the plan.

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

13. Terms of easement, profit à prendre, restriction, or positive covenant numbered 13 in the plan.


Authorised Officer of Camden Council

5055240v5 Stage 2A Spring Farm

ePlan

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

(Sheet 13 of ¹³14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by Subdivision Certificate No. 41 of 2009 dated the 30 day of SEPTEMBER, 2009

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

No building must be erected on the lots burdened unless the building has been designed to meet the Level 1 Construction Standards as set out in the Australian Standards: Construction of Buildings in Bush Fire Prone Areas (AS3959) 2006.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 13 in the plan.

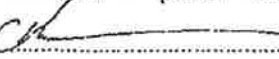
Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

Executed by Mirvac Homes (NSW) Pty Limited ACN 006 922 998

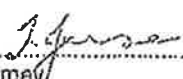
by the party's attorney pursuant to power of attorney registered Book 4548 & No 707 who states that no notice of revocation of the power of attorney has been received in the presence of:

→  Witness


→ Chris Newman
Name of Witness (print)
69 Margaret St, Sydney
Residential Development Manager
Address and Occupation of Witness (print)

→  Witness


→ Chris Newman
Name of Witness (print)
69 Margaret St, Sydney
Residential Development Manager
Address and Occupation of Witness (print)

→  Attorney

→ TREVOR JENSEN
Name of Attorney (print)

→  Attorney

→ ERIC WOOD
Name of Attorney (print)


Authorised Officer of Camden Council

5055240v5 Stage 2A Spring Farm

REGISTERED



09.11.2009

PLAN FORM 2 (A2)

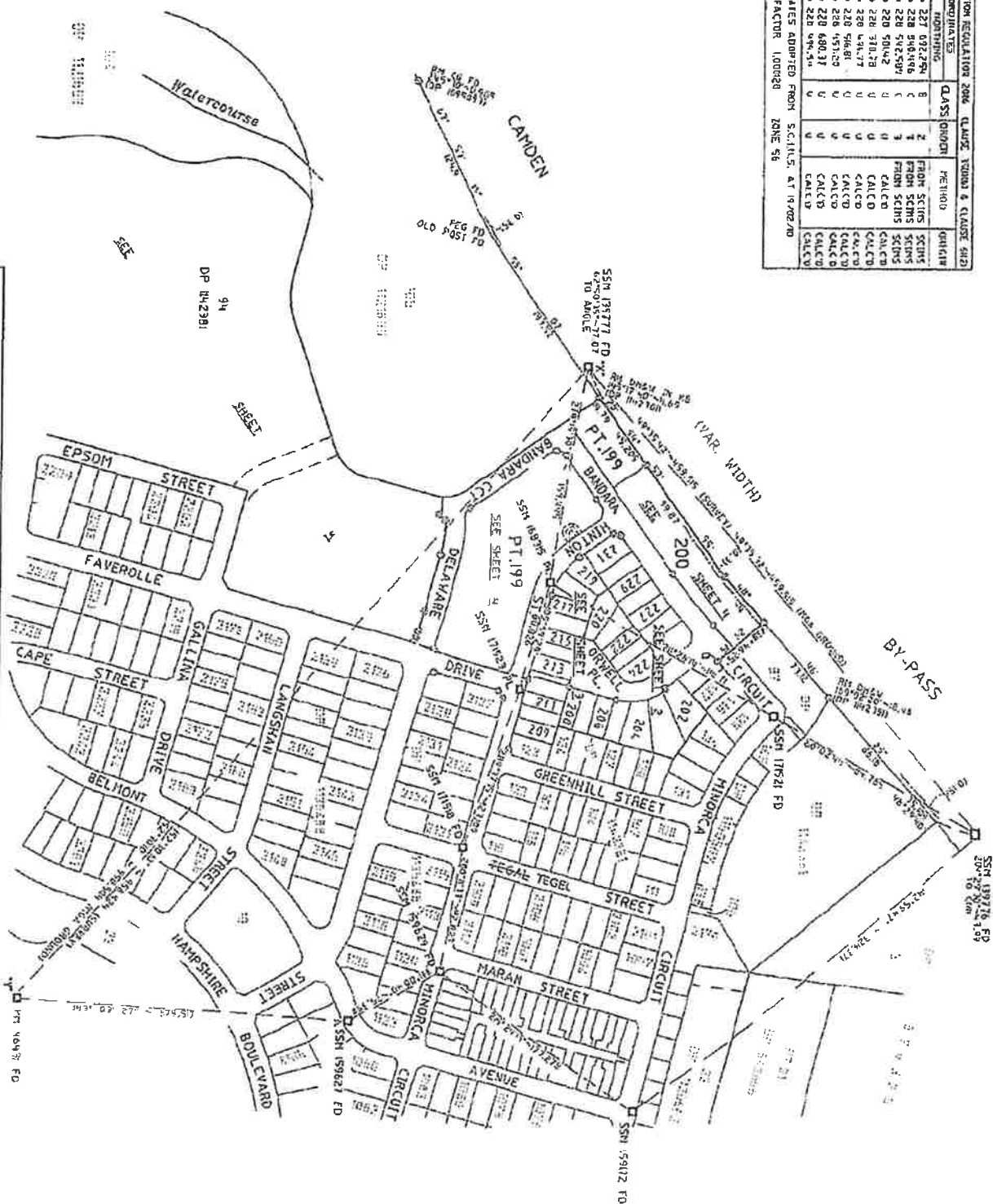
WARNING: CREATING OR FOLDING WILL LEAD TO REDUCTION

Plan Sheet 1 of 4 sheets

MARK	EXISTING	N.O.A.	CO-ORDINATES	CLASS	CHORD	PERIOD	QUALITY
PM 46451	200 451.309	6 221 002.254	B	2	FROM SCIS	SCIS	
SSN 17176	200 464.650	6 220 594.066	C	3	FROM SCIS	SCIS	
SSN 17171	200 460.101	6 220 592.597	C	3	FROM SCIS	SCIS	
SSN 17172	200 459.942	6 220 590.42	C	3	FROM SCIS	SCIS	
SSN 171627	200 471.41	6 220 311.78	C	3	FROM SCIS	SCIS	
SSN 171629	200 462.04	6 220 314.77	C	3	FROM SCIS	SCIS	
SSN 17167	200 472.04	6 220 314.77	C	3	FROM SCIS	SCIS	
SSN 17170	200 465.70	6 220 451.50	C	3	FROM SCIS	SCIS	
SSN 17171	200 472.03	6 220 450.37	C	3	FROM SCIS	SCIS	
SSN 17173	200 474.74	6 220 450.51	C	3	FROM SCIS	SCIS	

STRICES: H.S.A. CO-ORDINATES ADAPTED FROM S.C.I.L.S. AT 19/02/20

COMBINED SCALE FACTOR 1.00024 ZONE 58



N.O.A.

Surveyor: LARRY DEANWARD
 Date of Survey: 13/04/10
 Surveyor's Ref: 7239929.101

PLAN OF SUBDIVISION OF LOTS 95 & 96 DP 1142381
 & EASEMENT WITHIN LOT 94 DP 1142381.

LOCAL CAMDEN
 Locality: SPRING PARK
 Subdivision No: 33 of 2010
 Copyright © 2010



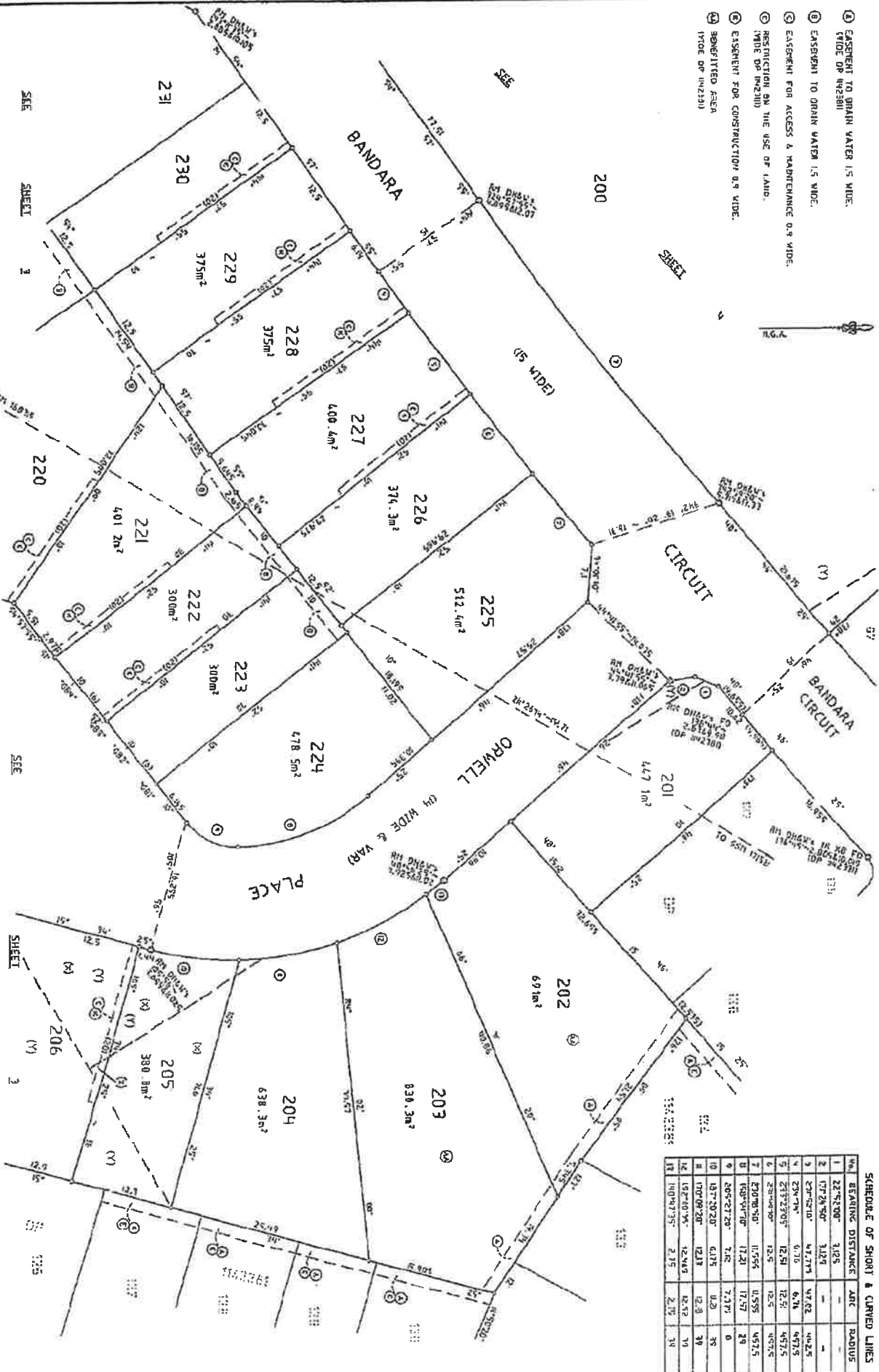
DP1144399

PLAN FORM 2 (A2)

WARNING: CREAKING OR POLING WILL LEAD TO REJECTION

Sheet 2 of 4 sheets

- ① EASEMENT TO DRAIN WATER 1.5 MIDE.
- ② EASEMENT TO DRAIN WATER 1.5 MIDE.
- ③ EASEMENT FOR ACCESS & MAINTENANCE 0.5 MIDE.
- ④ RESTRICTION ON THE USE OF LAND.
- ⑤ EASEMENT FOR CONSTRUCTION 0.5 MIDE.
- ⑥ BENEFITED AREA
- ⑦ (WIDE OF INCHES)



SCHEDULE OF SHORT & CURVED LINES

LINE	BEARING	DISTANCE	ARC	RADIUS
1	22°42'00"	3.125	-	-
2	17°24'50"	3.125	-	-
3	27°24'50"	4.171	44.25	44.25
4	27°24'50"	6.171	6.76	457.5
5	27°24'50"	12.5	12.5	457.5
6	27°24'50"	12.5	12.5	457.5
7	27°24'50"	11.555	0.595	457.5
8	168°44'10"	11.21	17.57	29
9	205°27'28"	7.02	7.171	0
10	187°20'20"	4.175	0.2	35
11	170°04'20"	12.13	12.13	39
12	152°10'34"	12.5	12.5	39
13	140°47'35"	2.35	2.35	39

(X) COVENANT X724039
(Y) RESERVATIONS AND CONDITIONS IN CROWN GRANT

Surveyor: LARRY DEAN WARD
Date of Survey: 19/04/10
Surveyor's Ref: 75259.28.10.1

PLAN OF SUBDIVISION OF LOTS 95 & 96 DP 1142381
& EASEMENT WITHIN LOT 94 DP 1142381.

LSA: CAMDEN
Locality: SPRING PARK
Subdivision No: 31.01.2010

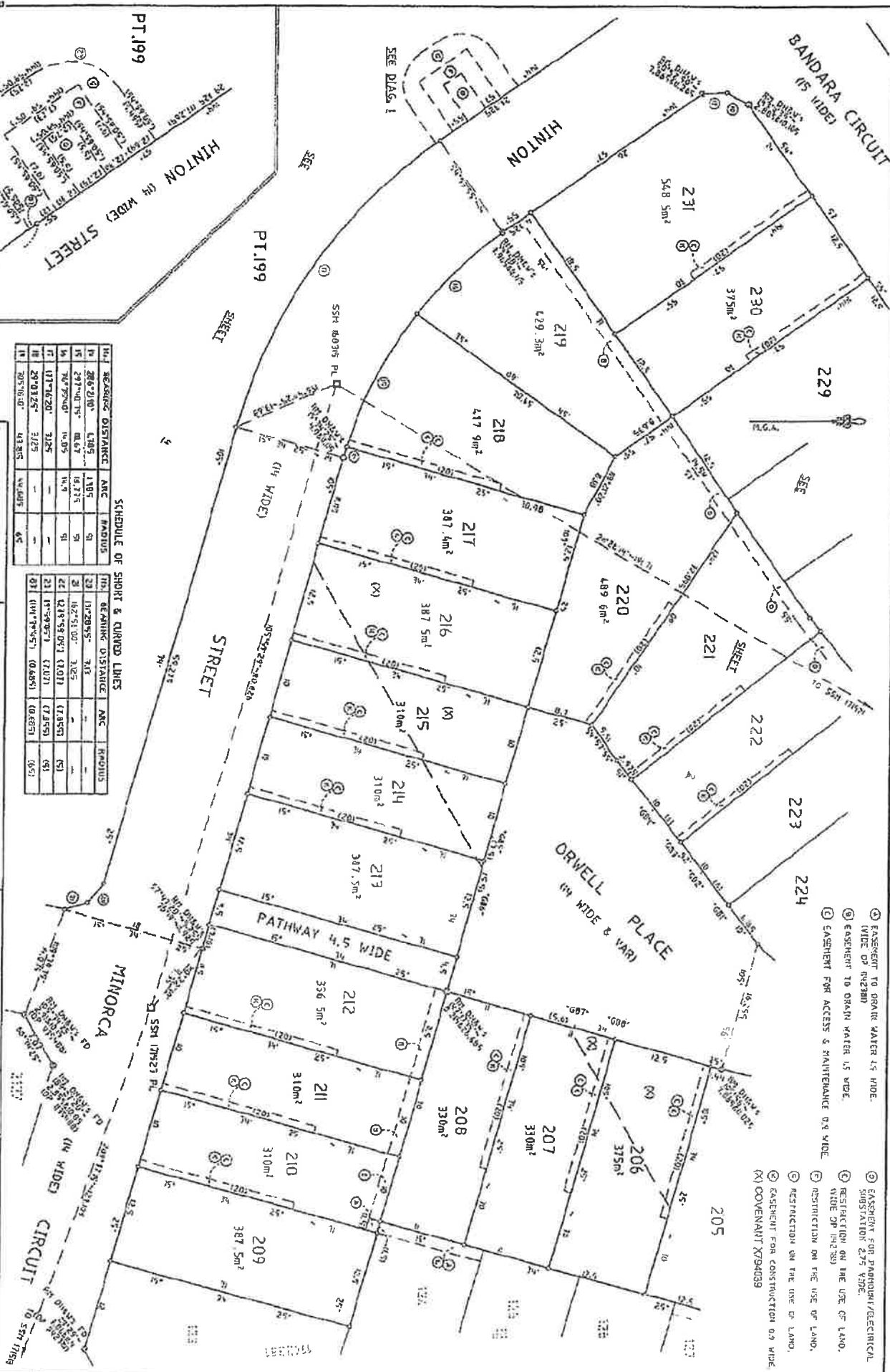
Registered
23.9.2010

DP1144399

PLAN FORM 2(A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

of Plan Sheet 7 of 4 sheets



SCHEDULE OF SHORT & CURVED LINES

LINE	MEASURED DISTANCE	ARC	RADIUS	CHORD	BEARING DISTANCE	ARC	RADIUS
1	200.00	180°	50	200.00	180°	50	50
2	200.00	180°	50	200.00	180°	50	50
3	200.00	180°	50	200.00	180°	50	50
4	200.00	180°	50	200.00	180°	50	50
5	200.00	180°	50	200.00	180°	50	50
6	200.00	180°	50	200.00	180°	50	50
7	200.00	180°	50	200.00	180°	50	50
8	200.00	180°	50	200.00	180°	50	50
9	200.00	180°	50	200.00	180°	50	50
10	200.00	180°	50	200.00	180°	50	50

Surveyor: LARRY DEANWARD

Drawn by: LARRY DEANWARD

Surveyor's Ref: 75285 218 1011

PLAN OF SUBDIVISION OF LOTS 95 & 96 DP 1142381

Locality: SPRING FARM

Subdivision No. 334/2010

Registered 23.9.2010



DP1144399

PLAN FORM 2 (A2)

- (a) EASEMENT TO DRAIN WATER 1/5 ACRE.
- (b) TIME OF EASEMENT.
- (c) EASEMENT FOR PASSENGER/ELECTRICITY.
- (d) SUBSTANTIATION 2.5% VIDE.
- (e) RESTRICTION ON THE USE OF LAND.
- (f) RESTRICTION ON THE USE OF LAND.
- (g) EASEMENT TO DRAIN WATER IN WIDE.
- (h) EASEMENT TO DRAIN WATER IN WIDE.
- (i) EASEMENT TO DRAIN WATER IN WIDE.

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

(M) GOVERNMENT X79-4039
 (V) RESERVATIONS AND CONDITIONS IN CROWN GRANT

Plan Sheet 4 of 4 sheets

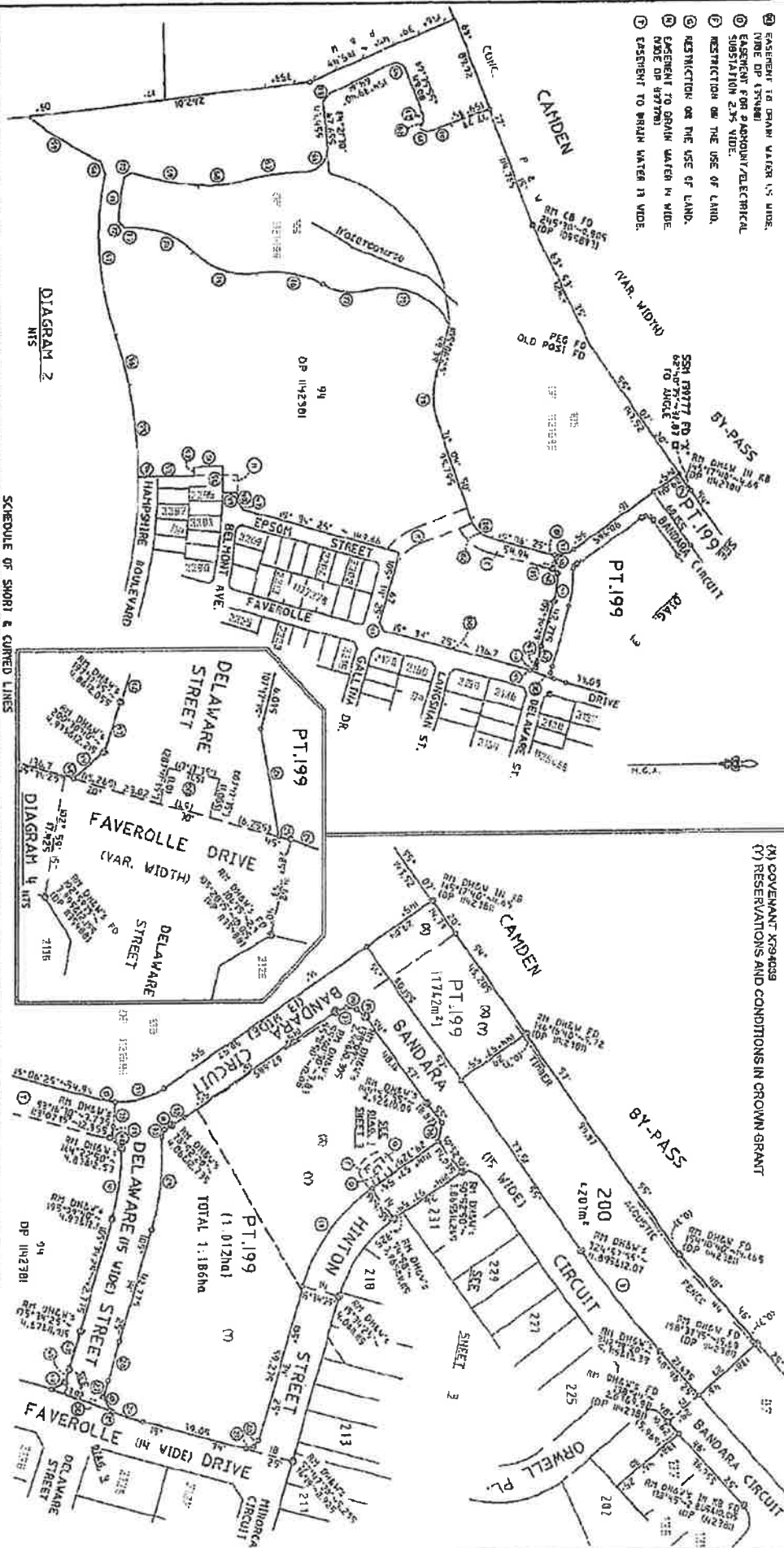


DIAGRAM 2
 NIS

SCHEDULE OF SHORT & CURVED LINES

NO.	BEARING	DISTANCE	ARC	RADIUS	NO.	BEARING	DISTANCE	ARC	RADIUS
1	27°42'00"	42.85	42.85	42.85	1	60°00'00"	0.4	—	—
2	70°56'45"	42.85	42.85	42.85	2	69°11'25"	22.165	—	—
3	137°28'55"	3.7	—	—	3	24°35'55"	1.41	—	—
4	112°45'00"	3.25	—	—	4	12°45'00"	1.85	—	—
5	112°45'00"	3.25	—	—	5	12°45'00"	1.85	—	—
6	20°10'45"	1.95	—	—	6	12°45'00"	1.85	—	—
7	4°45'00"	—	—	—	7	12°45'00"	1.85	—	—
8	137°28'55"	4.095	—	—	8	12°45'00"	1.85	—	—
9	102°28'00"	15.195	—	—	9	12°45'00"	1.85	—	—
10	102°28'00"	15.195	—	—	10	12°45'00"	1.85	—	—
11	102°28'00"	15.195	—	—	11	12°45'00"	1.85	—	—
12	102°28'00"	15.195	—	—	12	12°45'00"	1.85	—	—
13	102°28'00"	15.195	—	—	13	12°45'00"	1.85	—	—
14	102°28'00"	15.195	—	—	14	12°45'00"	1.85	—	—
15	102°28'00"	15.195	—	—	15	12°45'00"	1.85	—	—
16	102°28'00"	15.195	—	—	16	12°45'00"	1.85	—	—
17	102°28'00"	15.195	—	—	17	12°45'00"	1.85	—	—
18	102°28'00"	15.195	—	—	18	12°45'00"	1.85	—	—
19	102°28'00"	15.195	—	—	19	12°45'00"	1.85	—	—
20	102°28'00"	15.195	—	—	20	12°45'00"	1.85	—	—
21	102°28'00"	15.195	—	—	21	12°45'00"	1.85	—	—
22	102°28'00"	15.195	—	—	22	12°45'00"	1.85	—	—
23	102°28'00"	15.195	—	—	23	12°45'00"	1.85	—	—
24	102°28'00"	15.195	—	—	24	12°45'00"	1.85	—	—
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27	102°28'00"	15.195	—	—	27	12°45'00"	1.85	—	—
28	102°28'00"	15.195	—	—	28	12°45'00"	1.85	—	—
29	102°28'00"	15.195	—	—	29	12°45'00"	1.85	—	—
30	102°28'00"	15.195	—	—	30	12°45'00"	1.85	—	—
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39	102°28'00"	15.195	—	—	39	12°45'00"	1.85	—	—
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53	102°28'00"	15.195	—	—	53	12°45'00"	1.85	—	—
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57	102°28'00"	15.195	—	—	57	12°45'00"	1.85	—	—
58	102°28'00"	15.195	—	—	58	12°45'00"	1.85	—	—
59	102°28'00"	15.195	—	—	59	12°45'00"	1.85	—	—
60	102°28'00"	15.195	—	—	60	12°45'00"	1.85	—	—
61	102°28'00"	15.195	—	—	61	12°45'00"	1.85	—	—
62	102°28'00"	15.195	—	—	62	12°45'00"	1.85	—	—
63	102°28'00"	15.195	—	—	63	12°45'00"	1.85	—	—
64	102°28'00"	15.195	—	—	64	12°45'00"	1.85	—	—
65	102°28'00"	15.195	—	—	65	12°45'00"	1.85	—	—
66	102°28'00"	15.195	—	—	66	12°45'00"	1.85	—	—
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91	102°28'00"	15.195	—	—	91	12°45'00"	1.85	—	—
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98	102°28'00"	15.195	—	—	98	12°45'00"	1.85	—	—
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100	102°28'00"	15.195	—	—	100	12°45'00"	1.85	—	—

DIAGRAM 3
 NIS

Surveyor: LARRY DEAN WARD
 Date of Survey: 13/04/10
 Governor's Ref: 10299 281 1011

PLAN OF SUBDIVISION OF LOTS 95 & 96 DP 1142381
 & EASEMENT WITHIN LOT 94 DP 1142381

Local: SPRING RAIN
 Subdivision No: 23 of 2310

Registered
 29.9.2010

DP1144399

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

IT IS INTENDED TO DEDICATE THE PATHWAY 4.5 WIDE TO THE PUBLIC.

IT IS INTENDED TO DEDICATE ORWELL PLACE, HINTON STREET, THE EXTENSION OF BANDARA CIRCUIT & THE EXTENSION OF DELAWARE STREET SUBJECT TO AN EASEMENT TO DRAIN WATER 1.5 WIDE (DP1135488) TO THE PUBLIC AS PUBLIC ROAD.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE (B)
2. EASEMENT TO DRAIN WATER 13 WIDE (T)
3. RESTRICTION ON THE USE OF LAND
4. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (C)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. EASEMENT FOR CONSTRUCTION 0.9 WIDE (K)
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. POSITIVE COVENANT
11. EASEMENT FOR PADMOUNT/ELECTRICAL SUBSTATION 2.75 WIDE (D)
12. RESTRICTION ON THE USE OF LAND (F)
13. RESTRICTION ON THE USE OF LAND (G)
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (L) DP1142381

if space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I, In approving this plan certify
 (Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein

(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council

Date of Endorsement: 27th August 2010

Accreditation no:

Subdivision Certificate no: 33 of 2010

File no: DA 1037/2008

* Strike through inapplicable parts.

Office Use Only

DP1144399

Office Use Only

Registered:  23.9.2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 95 & 96 IN
 DP 1142381 & EASEMENT WITHIN LOT 94 DP
 1142381

LGA: CAMDEN

Locality: SPRING FARM

Parish: NARELLAN

County: CUMBERLAND

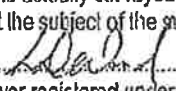
Survey Certificate

I, LARRY DEAN WARD
 of LEAN & HAYWARD PTY LTD
 PO BOX 232, CAMPBELLTOWN NSW 2560

a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: 13TH APRIL 2010

The survey relates to LOTS 199 - 231

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature:  Dated: 24/8/2010
 Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: "X" - "Y"

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 543966


DP 1120602

DP 1121699

DP 1135488

DP 1142381

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 76299.2B.L01 

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 95 & 96 IN
 DP 1142381 & EASEMENT WITHIN LOT 94 DP
 1142381

Office Use Only

DP1144399


Office Use Only

Registered:  23.9.2010


Subdivision Certificate No.: 33 of 2010

Date of Endorsement: 27.8.2010


Executed by Mirvac Homes (NSW) Pty Limited)
 ACN 006 922 998)
 by the party's attorney pursuant to power of)
 attorney registered Book 4578.....)
 No 295..... who states that no notice of)
 revocation of the power of attorney has been)
 received in the presence of:


 Witness

Chris Newman
 Name of Witness (print)
 1/28/60 Margaret St Sydney
 Asst Development Manager
 Address and Occupation of Witness (print)

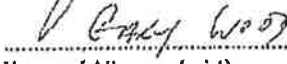

 Witness

Chris Newman
 Name of Witness (print)
 1/28/60 Margaret St Sydney
 Asst Development Manager
 Address and Occupation of Witness (print)


 Attorney

TREVOR JENSEN
 Name of Attorney (print)


 Attorney


 Name of Attorney (print)


 CAREY MCINTYRE
 DIRECTOR, DEVELOPMENT & ENVIRONMENT
 CAMDEN COUNCIL

Surveyor's Reference: 76299.2B.L01 ~~X~~ L.

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

(Sheet 1 of 18 sheets)

Plan: DP1144399

Plan of Subdivision of Lot 95 & 96 in DP1142381 & Easement within Lot 94 DP1142381 covered by Subdivision Certificate No. 33 of 2010 dated the 27 day of AUGUST, 2010

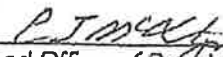
Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1.	Easement to drain water 1.5 wide (B)	219 220 221 222 223 210 211 212	220-224 inclusive 221, 222, 223 & 224 222, 223 & 224 223 & 224 224 Lots 124 & 125 DP 1142381 Lots 124 & 125 DP 1142381 208, Lots 124 & 125 DP 1142381
2.	Easement to drain water 13 wide (T)	Lot 94 DP 1142381	Camden Council
3.	Restriction on the Use of Land	204, 205 and 213 - 231 inclusive	Camden Council
4.	Easement for Access and Maintenance 0.9 wide (C)	206 207 208 210 211 212	205 206 207 209 210 211

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 Authorised Officer of Camden Council

76299 Stage 2B Rev K Spring Farm

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

(Sheet 2 of 18 sheets)

Plan: **DP1144399**

Plan of Subdivision of Lot 95 & 96 in DP1142381 & Easement within Lot 94 DP1142381 covered by Subdivision Certificate No. 33 of 2010 dated the 27 day of AUGUST, 2010

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
		214 215 216 217 218 220 221 222 227 228 229 230 231	213 214 215 216 217 221 222 223 226 227 228 229 230
5.	Restriction on the Use of Land	201 - 231 inclusive	Camden Council
6.	Restriction on the Use of Land	201 - 212 inclusive 216 - 231 inclusive	Every other Lot including lots 213, 214 & 215 (except for Lots 199 & 200) Every other Lot including lots 213, 214 & 215 (except for Lots 199 & 200)

5543760/1

P J M
 Authorised Officer of Camden Council

76289 Stage 2B Rev K Spring Farm

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

Plan: **DP1144399**

(Sheet 3 of 18 sheets)

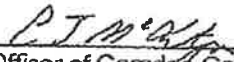
Plan of Subdivision of Lot 95 & 96 in DP1142381 & Easement within Lot 94 DP1142381 covered by Subdivision Certificate No. 33 of 2010 dated the 27 day of AUGUST, 2010

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
7.	Easement for Construction 0.9 wide (K)	206 207 208 210 211 212 214 215 216 217 218 220 221 222 227 228 229 230 231	205 206 207 209 210 211 213 214 215 216 217 221 222 223 226 227 228 229 230
8.	Restriction on the Use of Land	207, 208 & 220-224 inclusive	Camden Council
9.	Restriction on the Use of Land	200 - 231 inclusive	Camden Council

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76299 Stage 2B Rev K Spring Farm

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(Sheet 4 of 18 sheets)

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Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
10.	Positive Covenant	200	Camden Council
11	Easement for Padmount/Electrical Substation 2.75 Wide (D)	199	Integral Energy
12	Restriction on the Use of Land (F)	199	Integral Energy
13	Restriction on the Use of Land (G)	199	Integral Energy
14	Restriction on the Use of Land	212 & 213	Camden Council
15	Restriction on the Use of Land	228, 229 and 230	Camden Council
16	Restriction on the Use of Land	213 and 215	Camden Council

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P J M'ay
 Authorised Officer of Camden Council

76299 Stage 2B Rev K Spring Farm

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

Plan: **DP1144399**

(Sheet 5 of 18 sheets)

Plan of Subdivision of Lot 95 & 96 in DP1142381 & Easement within Lot 94 DP1142381 covered by Subdivision Certificate No. 33 of 2010 dated the 27 day of AUGUST, 2010

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1.	Right of Carriageway Variable Width (L) (DP1142381)	Lot 96 DP 1142381	Camden Council

Part 2 (Terms)

1. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.**

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

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Camden Council.

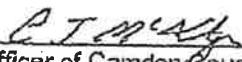
2. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.**

An Easement to Drain Water in the terms set out in Part 3 of Schedule 4A of the Conveyancing Act 1919 (as amended).

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Camden Council.

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 Authorised Officer of Camden Council

76299 Slage 2B Rev K Spring Farm

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

(Sheet 6 of 18 sheets)

Plan: DP1144399

Plan of Subdivision of Lot 95 & 96 in DP1142381 & Easement within Lot 94 DP1142381 covered by Subdivision Certificate No. 33 of 2010 dated the 27 day of AUGUST, 2010

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan.

No building is to be constructed on the land burdened unless footings/foundations 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 (NATA) and approved by Camden Council.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

4. Terms of easement, profit à prendre, restriction, or positive covenant numbered 4 in the plan

4.1 In this Easement for Access and Maintenance:

"**easement site**" means that area of the lot burdened shown on the plan as being affected by "Easement for Access and Maintenance 0.9 wide "C".

4.2 Subject to clause 4.3, the owner of the lot benefited may:

(a) with prior reasonable notice given to the owner or occupier of the lot burdened, use the easement site for the purpose of carrying out necessary work (including maintenance and repair) on:

- (i) the lot benefited; and
- (ii) any structure belonging to the owner of the lot benefited, which cannot otherwise reasonably be carried out; and

(b) do anything reasonably necessary for that purpose, including:

- (i) entering into the lot burdened;
- (ii) taking anything onto the lot burdened; and

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Authorised Officer of Camden Council

76299 Stage 2B Rev K Spring Farm

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

(Sheet 7 of 18 sheets)

Plan: **DP1144399**

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Full name and address of the owner of the land:

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60 Margaret St
Sydney NSW 2000

(iii) carrying out necessary works.

4.3 The rights under this Easement for Access and Maintenance are limited to the extent necessary to permit the owner of the lot benefited to maintain and repair the exposed areas of:

- (a) the lot benefited; and
- (b) any structure belonging to the owner of the lot benefited.

4.4 In exercising the rights under this clause 4, the owner of the lot benefited must:

- (a) ensure all work on the lot benefited is done properly and carried out as quickly is practicable;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan

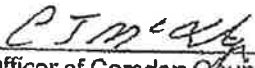
Camden Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

5. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the plan**

No building is permitted to be constructed on the lot burdened unless the buildings proposed to be constructed on the lot burdened are built in accordance with the requirements of the Mine Subsidence Board Concurrent Approval Reference Number FN00-04170PO, dated 12 November 2008.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan

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Authorised Officer of Camden Council

76299 Stage 2B Rev K Spring Farm

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

(Sheet 8 of 18 sheets)

Plan: **DP1144399**

Plan of Subdivision of Lot 95 & 96 in DP1142381 & Easement within Lot 94 DP1142381 covered by Subdivision Certificate No. 33 of 2010 dated the 27 day of AUGUST, 2010

Full name and address of the owner of the land:

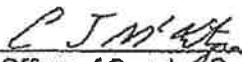
Mirvac Homes (NSW) Pty Limited
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60 Margaret St
Sydney NSW 2000

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

6. Terms of easement, profit à prendre, restriction, or positive covenant numbered 6 in the plan

- 6.1 No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 70% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 30% of the total area of the external walls.
- 6.2 No building or buildings shall be erected or permitted to remain erected on each Lot Burdened other than with terracotta, cement tiles or colour bond roofs.
- 6.3 No fence shall be erected or be permitted to remain erected unless the fence is:
- (a) made of timber (lapped and capped) or cement
 - (b) rendered and painted; and
 - (c) the fence to the second boundary, if applicable, is limited to the front building line.
- 6.4 No fence shall be erected on each lot burdened to divide it from any adjoining land owner owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of the land in the plan or any land immediately adjoining the land.
- 6.5 No shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens is to be constructed, installed or maintained on or in a lot burdened.
- 6.6 No air-conditioning unit is to be installed:
- (a) in any front porch/balcony of a lot burdened; or
 - (b) in any area on or in a lot burdened where the air conditioning unit is visible from any road, footpath, parks and the like.

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Authorised Officer of Camden Council

76298 Stage 2B Rev K Spring Farm

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

(Sheet 9 of 18 sheets)

Plan: DP1144399

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Full name and address of the owner of the land;

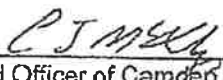
Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

- 6.7 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not emit odours.
- 6.8 No advertising hoarding sign or matter of any description is to be erected or displayed on each lot burdened without the prior written consent of Mirvac.
- 6.9 No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
 - (b) in an area designated as being an area where a vehicle may be parked.
- 6.10 No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable item is visible from a road, footpath, park and the like.
- 6.11 No more than one dwelling may be erected on a lot burdened.
- 6.12 No building known as a semi detached or duplex may be constructed on the lot burdened.
- 6.13 The lot burdened may not be subdivided.
- 6.14 No building may be altered on a lot burdened in such a way as to create another dwelling unless the owner of the lot burdened obtains the consent of Mirvac Homes (NSW) Pty Limited.
- 6.15 In this restriction on the use of land:
- (a) "Mirvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006 922 998 and its successors nominees or assigns other than purchasers on sale;
 - (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and

Name of Person empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan

- (a) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

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76299 Stage 2B Rev K Spring Farm

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

(Sheet 10 of 18 sheets)

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60 Margaret St
Sydney NSW 2000

(b) The person having the right to release, vary or modify these restrictions is Mirvac for such period as it is the registered proprietor of land in the plan and thereafter the owners of the lot benefited.

7. Terms of easement, profit à prendre, restriction, or positive covenant numbered 7 in the plan

7.1 In this Easement, the following definitions apply:

Airspace means the airspace of the lot burdened

Sunset Date means the date of completion of the construction of improvements on the lot benefited and the issue of an occupation certificate under Part 4A of the Environment Planning and Assessment Act 1979 for that building on the lot benefited.

7.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited may

(1) use the Airspace and the lot burdened to facilitate the construction of improvements on the lot benefited; and

(2) do anything reasonably necessary for that purpose including:

(i) entering the lot burdened and encroaching on the Airspace;

(ii) taking anything on to the lot burdened;

(iii) carrying out work including installing, keeping and using any scaffolding, plant, equipment, signage and machinery on the lot burdened; and

(iv) temporarily closing parts of the site of the easement

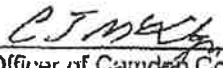
7.3 In exercising those powers, the owner of the lot benefited and any person authorised by the owner of the lot benefited must:

(1) give to the owner or occupier of the lot burdened one (1) weeks notice that the owner of the lot benefited intends to access the lot burdened to facilitate the construction of improvements on the lot benefited;

(2) ensure all work is done properly; and

(3) cause as little inconvenience as is practicable to the lot burdened and any occupier of the lot benefited; and

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Authorised Officer of Camden Council

76299 Stage 2B Rev K Spring Farm

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

(Sheet 11 of 18 sheets)

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60 Margaret St
Sydney NSW 2000

(4) cause as little damage as is practicable to the lot burdened and any improvements on the lot burdened; and

(5) restore the lot Burdened as nearly as is practicable to its former condition; and

(6) make good any collateral damage

7.4 The rights under this easement terminate on the Sunset Date and on and from the Sunset Date, this easement is extinguished without further assurance.

7.5 On and from the Sunset Date and upon request by the lot burdened or the owner of the lot benefited, the owner of the burdened and the owner of the lot benefited must do all things necessary (including making an application to Land and Property Information NSW) to remove the record of this easement from the title of the lot burdened and lot benefited.

8 Terms of easement, profit à prendre, restriction, or positive covenant numbered 8 in the plan.

No household refuse containers shall be deposited for refuse collection by Camden Council or its appointed contractor unless they are deposited behind the kerb on the suitably marked concrete pads in Orwell Place unless they are placed

1. within the area marked "GB1" – "GB2" for lots 223 and 224,
2. within the area marked "GB3" – "GB4" for lots 221 and 222,
3. within the area marked "GB5" – "GB6" for lot 220
4. within the area marked "GB7" – "GB8" for lots 207 and 208

on the plan of subdivision.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.

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

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Authorised Officer of Camden Council

76299 Slage 2B Rev K Spring Farm

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

(Sheet 12 of 18 sheets)

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60 Margaret St
Sydney NSW 2000

9 Terms of easement, profit à prendre, restriction, or positive covenant numbered 9 in the plan.

The lots burdened must not be used for residential purposes unless

1. documentary evidence has been submitted verifying compliance with the recommendations in the Spring Farm Release Area Stage 2 Acoustic Advice as prepared by Renzo Tonin & Associates, reference numbers TB705-12F02 (Rev 1), dated 2nd December 2008 and all future residential construction requirements for window glazing, doors and window frames, acoustic seal treatments and building heights to be consistent with the recommendations in the advice furthermore where specific glazing treatments are installed and where windows are to be closed to meet internal noise goals, then mechanical ventilation (air conditioning) may be required in accordance with the minimum standards prescribed by the Building Code of Australia,
2. structures, buildings, water tanks, vehicular driveways, pipes, drainage pits and the like are designed and located so as to ensure that the integrity, structural adequacy and zone of influence of the retaining walls, noise walls and earth mounds is maintained.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.

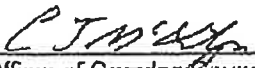
Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

10 Terms of easement, profit à prendre, restriction, or positive covenant numbered 10 in the plan.

10.1 The registered proprietor of the lot(s) hereby burdened will in respect of the retaining walls, noise walls and earth mounds:-

- (a) keep the retaining walls, noise walls and earth mounds in good repair and must not alter the retaining walls, noise walls and earth mounds in type, size and location remove or destroy any soil, planting or any part of the fence which forms part of the acoustic barrier without prior written approval of Camden Council (Council)

5543760/1


Authorised Officer of Camden Council

76299 Stage 2B Rev K Spring Farm

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

Plan: **DP1144399**

(Sheet 13 of 18 sheets)

Plan of Subdivision of Lot 95 & 96 in DP1142381 & Easement within Lot 94 DP1142381 covered by Subdivision Certificate No. 33 of 2010 dated the 27 day of AUGUST, 2010

Full name and address of the owner of the land:

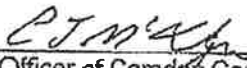
Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

- (b) maintain, repair complying with the approved landscaping plan, at the sole expense of the burdened registered proprietor the whole retaining walls, noise walls and earth mounds
- (c) on completion of any maintenance or repair have the works certified by an accredited certifier with structural engineering accreditation confirming that the items have been constructed in accordance with the approved plans and that any assumptions made during the course of construction did not render any component of the design invalid, and in certifying the works, prepare an associated maintenance schedule approved by Council.
- (d) have prepared and certified by a surveyor registered with the Institute of Surveyors confirming the precise location of all retaining walls, noise walls and earth mound components together with a works as executed plan of any approved repairs and/or alterations.
- (e) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant
- (f) comply with the terms of any written notice issued by the Council in respect to the requirements of this covenant within the time stated in the notice.

10.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:-

- i. in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(f) above.
- ii. the Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - a) any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of

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 Authorised Officer of Camden Council

76299 Stage 2B Rev K Spring Farm

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

(Sheet 14 of 18 sheets)

Plan: DP1144399

Plan of Subdivision of Lot 95 & 96 in DP1142381 & Easement within Lot 94 DP1142381 covered by Subdivision Certificate No. 33 of 2010 dated the 27 day of AUGUST, 2010

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

11. Terms of easement, profit à prendre, restriction, or positive covenant numbered 11 in the plan.

As setout in Memorandum No. 9262886 filed in the offices of Land and Property Information NSW.

Name of Authority empowered to release, vary or modify restriction numbered 11 in the plan.

Integral Energy Australia

12. Terms of easement, profit à prendre, restriction, or positive covenant numbered 12 in the plan.

12.1 No building shall be erected or permitted to remain within the restriction site unless:

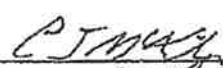
- a. the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
- b. the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

12.2 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

12.3 Definitions:

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76259 Stage 2B Rev K Spring Farm

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

Plan: **DP1144399**

(Sheet 15 of 18 sheets)

Plan of Subdivision of Lot 95 & 96 in DP1142381 & Easement within Lot 94 DP1142381 covered by Subdivision Certificate No. 33 of 2010 dated the 27 day of AUGUST, 2010

Full name and address of the owner of the land:

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Sydney NSW 2000

- I. "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- II. "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
- III. "erect" includes construct, install, build and maintain.
- IV. "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan up to a maximum height of 6 metres from the level of the substation footing.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 12 in the plan.

Integral Energy Australia.

13. Terms of easement, profit à prendre, restriction, or positive covenant numbered 13 in the plan.

13.1 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

13.2 Definitions:

- (a) "erect" includes construct, install, build and maintain.
- (b) "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement number 13 in the plan.


Integral Energy Australia.

14. Terms of easement, profit à prendre, restriction, or positive covenant numbered 14 in the plan.

No building shall be erected or remain on the land hereby burdened which has a floor level of any part below a height or heights fixed in writing by the Camden Council (hereinafter called the Council).

No alteration shall be permitted to the finished surface levels without the prior written consent of council. Application for the issue of these levels are to be directed to the Council, and the levels

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Authorised Officer of Camden Council

76209 Stage 2B Rev K Spring Farm

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

(Sheet 16 of 18 sheets)

Plan: DP1144399

Plan of Subdivision of Lot 95 & 98 in DP1142381 & Easement within Lot 94 DP1142381 covered by Subdivision Certificate No. 33 of 2010 dated the 27 day of AUGUST, 2010

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

issued are to be shown on any building application submitted to Council. The Council may also require that no construction above the floor level is undertaken prior to certification by a Registered Surveyor that the constructed floor levels comply with Council's requirements.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 14 in the plan.

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

15. Terms of easement, profit à prendre, restriction, or positive covenant numbered 15 in the plan.

No building will be permitted to be constructed on the land unless the residential buildings, landscaping and associated infrastructure proposed to be constructed on the land are built in accordance with Camden Council's current policy – Building in Saline Prone Environments and the Salinity Management Plan as contained under "Section 7" in the report titled "Salinity Hazard Assessment & Management Plan Spring Farm Stage 1 & 2, Camden, Prepared for Mirvac Homes (NSW) Pty Ltd & Cornish Group Pty Ltd, Prepared by SMEC Australia Pty Ltd, Project Number 31570.001, Dated June 2005". Compliance with the Plan must be demonstrated for each residential development application.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 15 in the plan.

Camden Council.

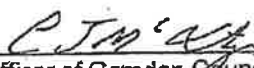
16. Terms of easement, profit à prendre, restriction, or positive covenant numbered 16 in the plan.

No household refuse containers shall be deposited for refuse collection by Camden Council or its appointed contractor unless they are deposited behind the kerb on the suitably marked concrete pads in Orwell Place unless they are placed within the area marked "GB5" – "GB6" for lots 213 & 215 on the plan of subdivision

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 16 in the plan.

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

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Authorised Officer of Camden Council

76299 Stage 2B Rev K Spring Farm

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

Plan: DP1144399

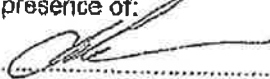
(Sheet 17 of 18 sheets)

Plan of Subdivision of Lot 95 & 96 in DP1142381 & Easement within Lot 94 DP1142381 covered by Subdivision Certificate No. 33 of 2010 dated the 27 day of AUGUST, 2010

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Executed by Mirvac Homes (NSW))
Pty Limited ACN 006 922 998)
by the party's attorney pursuant to power)
of attorney registered Book 4578.....)
No 295..... who states that no)
notice of revocation of the power of)
attorney has been received in the)
presence of:

→ 
Witness

→ Chris Newman
Name of Witness (print)

→ 60 Margaret St, Sydney
Asst Development Manager
Address and Occupation of Witness (print)

→ 
Witness

→ Chris Newman
Name of Witness (print)

→ 60 Margaret St, Sydney
Asst Development Manager
Address and Occupation of Witness (print)

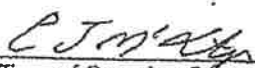
→ 
Attorney

→ TREVOR JENSEN
Name of Attorney (print)

→ 
Attorney

→ Gary Woot
Name of Attorney (print)

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Authorised Officer of Camden Council

76299 Stage 2B Rev K Spring Farm

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

(Sheet 18 of 18 sheets)

Plan: **DP1144399**

Plan of Subdivision of Lot 95 & 96 in DP1142381 & Easement within Lot 94 DP1142381 covered by Subdivision Certificate No. 33 of 2010 dated the 27 day of AUGUST, 2010

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Full name and address of the owner of the land:

Signed on behalf of Integral Energy Australia
ABN 59 253 130 878 by its Attorney pursuant
to Power of Attorney Book 4573 No 297
in the presence of:

Reimmonds

Signature of witness

Ray Simmonds

Name of witness

c/- Integral Energy

51 Huntingwood Drive

Huntingwood 2148

G. Riethmuller

Signature of Attorney

Geoff Riethmuller

Name of Attorney

Network Property Mgr

Position

4 August 2010

Date of Execution

URS10392

5543760/1

C. J. M. King
Authorised Officer of Camden Council

78299 Stage 2B Rev K Spring Farm

REGISTERED



23.9.2010

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

APPLICANT: Impact Conveyancing
PO Box 987
KINGS LANGLEY
NSW 2147

Certificate number: 20234155
Reference number: 1307809
Certificate issue date: 20/06/2025
Certificate fee: \$69.00
Applicant's reference: 25418
Property number: 1158573
Applicant's email: katrina@impactconveyancing.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 301 DP: 1153229
Address: **86 Bandara Circuit SPRING FARM NSW 2570**

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act 1979 (the Act).

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.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

Note: The above SEPPs may apply subject to the relevant criteria and requirements as listed in each chapter of the policies.

LOCAL ENVIRONMENTAL PLANS (LEPs)

Camden Local Environmental Plan 2010.



DEVELOPMENT CONTROL PLANS (DCPs)

Camden Development Control Plan 2019, as amended

PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

SEPP (Housing) 2021 - Proposed amendments - manufactured home estates, caravan parks and camping grounds

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – temporary uses in future infrastructure corridors; improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendments – outdoor dining on private land and at registered clubs; complying development for farm buildings, rural sheds and earthworks; Cultural SEPP (proposed changes to support events and activities)

SEPP (Biodiversity and Conservation) 2021 – Proposed amendments - changes to deter illegal tree and vegetation clearing

PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)

No.

DRAFT DEVELOPMENT CONTROL PLANS (DCPs)

No.

Note: The above draft SEPPs, draft LEPs or draft DCPs may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

(a) ZONE R1 GENERAL RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

(b) In this zone, development for the following purposes is -

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Exhibition homes; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite



day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item (i) or (iii)

(iii) Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Local distribution premises; Mortuaries; Public administration buildings; Recreation facilities (major); Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies

(c) Whether additional permitted uses apply to the land,

No.

(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,

No.

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

No.

(f) Whether the land is in a conservation area, however described,

No.

(g) Whether an item of environmental heritage however described, is located on the land

No.

3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023



Camden Contributions Plan 2011 (Amendment 1)

(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

No

(b) the name of the Ministerial planning order in which the region is identified

No

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

Western Sydney Growth Areas Special Contributions Area

(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 one 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.

HOUSING CODE



Complying development MAY be carried out on the land

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

Note: Under clause 1.19(3B) of the SEPP (Exempt and Complying Development Codes) 2008, development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is—
(a) for the purposes of dual occupancies, and
(b) carried out on land in Zone R2 Low Density Residential, and
(c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

Note: The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the SEPP (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

INLAND CODE

The Inland Code does not apply to the Camden Local Government Area.

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.



INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISIONS CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

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 one 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.

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land



ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

Where exempt development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

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
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(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.

No.

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.

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

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

No response required

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

No response required

(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.

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 inundation, 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.

LAND SLIP

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

BUSH FIRE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of bushfire.



TIDAL INUNDATION

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

SUBSIDENCE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence.

ACID SULFATE SOILS

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulfate soils.

CONTAMINATION

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

AIRCRAFT NOISE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of aircraft noise.

SALINITY

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to the requirements in the relevant Development Control Plan that applies to the land.

COASTAL HAZARDS

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of coastal hazards.

SEA LEVEL RISE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of sea level rise.

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.

No.

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.

No.

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.

No.

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 the Environmental Planning and Assessment Regulation 2021, Part 10 and the Act, Schedule 7.

Not Applicable

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 the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No.

16 BIODIVERSITY STEWARDSHIP 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.

No.

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

No.

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 the 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

Not Applicable.

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 Chapter, section 4.17,

No.

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

No.

(c) or shown on the Obstacle Limitation Surface Map,

No.



(d) or in the “public safety area” on the Public Safety Area Map,

No.

(e) or in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

No.

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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.

No.

(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).

No.

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

No.

(4) In this section—

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

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, a statement to that effect.

Not applicable.

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.

MATTERS PRESCRIBED BY SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

No.

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

No.

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

No.

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No.

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

No.

DISCLAIMER AND CAUTION



The information on zones, controls etc., given above relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

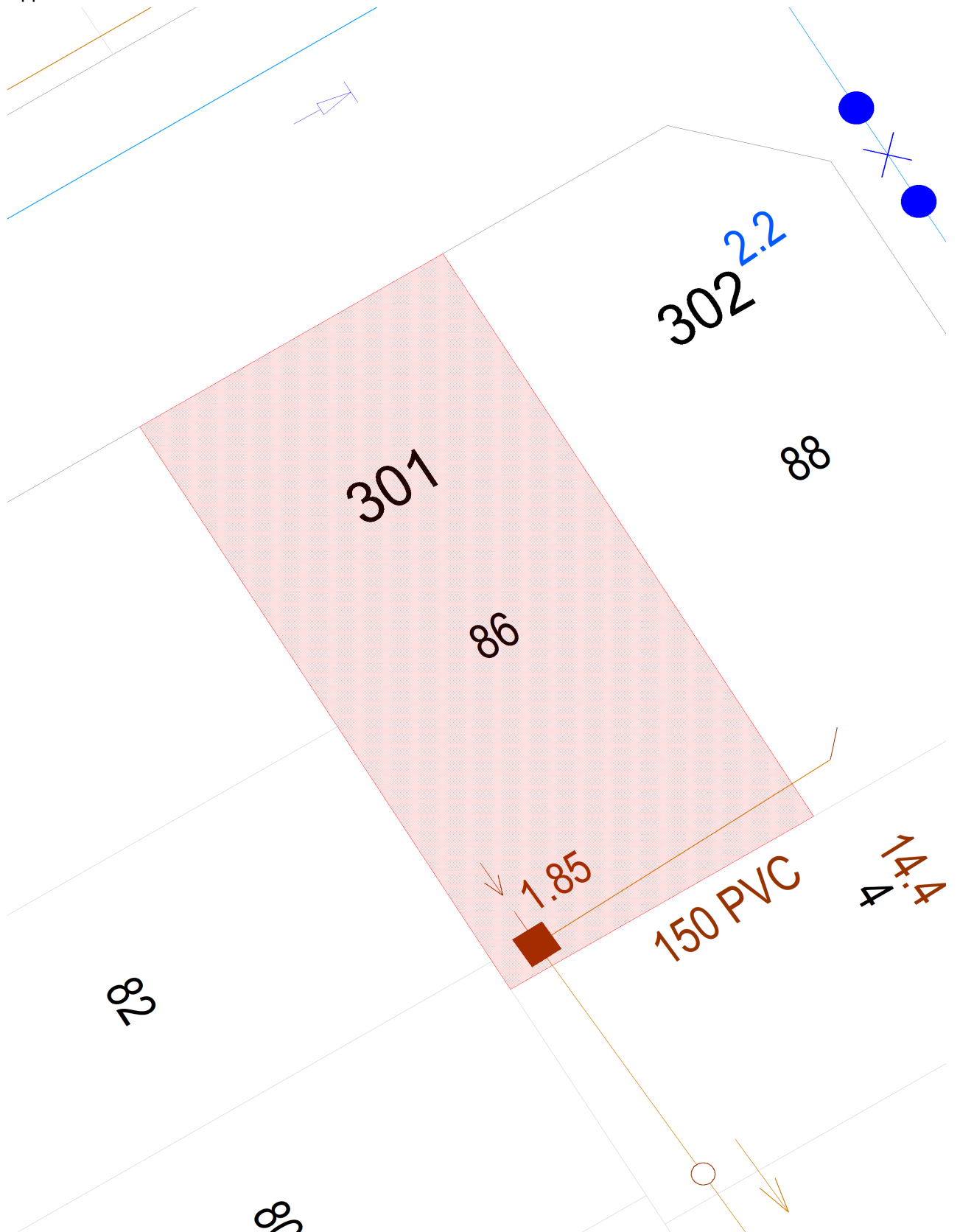
The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Andrew Carfield
General Manager

Service Location Print

Application Number: 8004392686



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Disclaimer

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

Asset Information

Legend

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

Disclaimer

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8002476917

SEWERAGE SERVICE DIAGRAM																																																																																								
MUNICIPALITY OF <u>CAMDEN</u>		SUBURB OF <u>SPRING FARM</u>																																																																																						
Lot No. <u>301</u>		House No. STREET <u>BANDARRA Ckt</u>																																																																																						
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Date <u>1-12-11</u>		Date																																																																																						
<div style="display: flex; align-items: center;"> <div style="width: 30%; font-size: small;"> <p>IMPORTANT NOTE</p> <p>This diagram was supplied to Sydney Water by the plumber / drainer whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Print from Sydney Water.</p> </div> <div style="width: 60%;"> <p style="text-align: center; font-weight: bold;">Lot 301</p> <p style="text-align: center; font-weight: bold;">BANDARRA CIRCUIT</p> </div> </div>																																																																																								

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Disclaimer

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



LOCAL

13.2011.1431

Final Occupation Certificate

CERTIFICATE NUMBER: 8005128

yours locally

Sydney South West
Building 1, 21 Elizabeth Street, Camden
PO Box 3190 Narellan NSW 2567
DX 25822 Camden
p 02 4655 5811 f 02 4655 2411
web www.localgroup.com.au

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND:

LOT: 301
DP: 1153229
86 BANDARA CIRCUIT
SPRING FARM
NSW 2570



DESCRIPTION OF WORK:

SINGLE STOREY DWELLING

BUILDING CLASSIFICATION:

1a

In accordance with the procedure outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000, the application for this Final Occupation Certificate has been determined as **approved**.

In making this determination, I hereby certify that:

- A current Complying Development Certificate No: 8005128 dated 25/08/2011 has been issued with respect to the plans and specifications for the building and is in force.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a fire safety certificate has been issued for the building.
- Where required, a report from the Fire Commissioner has been considered.

DOCUMENTS ACCOMPANYING THE APPLICATION:

Pest Control Certificate
Certificate of Insulation
Manufacturers Certificate for Glazing (Shower Screens)
Certificate of Installation of BASIX Requirements
Certificate of Structural Adequacy for Piers & Slab
Manufacturers Certificate for Glazing (Windows)
Waterproofing Installation Certificate
Final Identification Survey
Smoke Detectors Installation Certificate
Record of Critical Stage Inspections

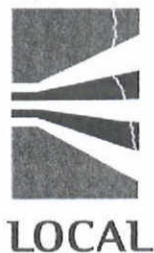
PAID: \$150 -
REC. NO: 841132
DATE: 22/8/2012
CASHIER: [Signature]

Michael Shanahan
BPB0370

13/8/12

Date of Certificate

Doc ID: 4C57C51



RECORD OF MANDATORY INSPECTIONS

P.O. Box 3190
NARELLAN DC NSW 2567
P: 02 4655 5811
F: 02 4655 2411
E: info@localgroup.com.au

**Development
Consent Number:**

**Complying Dev.
Certificate Number: 8005128**

Our Reference: 8005128


Subject Land: Lot: 301 D.P.: 1153229
86 Bandara Circuit
SPRING FARM NSW 2570

In accordance with the requirements of Clause 151(2)(d) of the Environmental Planning and Assessment Regulations 2000, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Clause 151(2)(d)(i - iii) of the Regulations.

This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

SCHEDULE "A"

Date of Inspection	Type of Inspection	Result	Accredited Certifier
23/08/2011	Site Inspection	Satisfactory	Michael Shanahan BPB0370
15/11/2011	Pier Inspection	Satisfactory (Minor issues)	Michael Shanahan BPB0370
15/11/2011	Commencement	Satisfactory (Minor issues)	Michael Shanahan BPB0370
17/11/2011	Slab Inspection	Satisfactory (Minor issues)	Michael Shanahan BPB0370
30/11/2011	Stormwater Inspection	Satisfactory	Michael Shanahan BPB0370
30/01/2012	Framework Inspection	Satisfactory (Minor issues)	Michael Shanahan BPB0370
30/01/2012	Wet Area Inspection	Satisfactory	Michael Shanahan BPB0370
14/02/2012	Wet Area Inspection	Satisfactory	Michael Shanahan BPB0370
3/04/2012	Final (Preliminary) Inspection	Satisfactory (Minor issues)	Michael Shanahan BPB0370
31/07/2012	Reinspection (Final Inspection)	Satisfactory	Michael Shanahan BPB0370


Michael Shanahan
Accredited Certifier
Building Professionals Board
BPB0370

Date

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.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building 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 s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act 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)*.
- 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 s7.4 of the Environmental Planning and Assessment Act, (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.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

- to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
 29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
 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.