

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Murray Kennedy Real Estate 4 Somerset Avenue, Narellan, NSW 2567	Phone: 02 4648 0600 Email: hello@murraykennedy.com.au Fax: 02 4648 0611 Ref: Murray Kennedy
co-agent vendor	Joanna Sara Martin and Clayton James Martin 92 Fairwater Drive, Harrington Park, NSW 2567	
vendor's solicitor	Coutts Lawyers & Conveyancers Shop 5, 338 Camden Valley Way NARELLAN NSW 2567	Phone: 02 4647 7577 Email: christine@couttslegal.com.au Ref: CB:SW:20251629
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	92 Fairwater Drive, Harrington Park, New South Wales 2567 Registered Plan: Lot 6202 Plan DP 1048482 Folio Identifier 6202/1048482	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: garden shed.	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other: garage remotes, alarm, hardwired security cctv cameras, hard drive and monitor			
exclusions	pot plants, doorbell camera, two cameras in backyard, outdoor tv, bracket, spa.			
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date		(if not stated, the date this contract was made)		

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed by</p> <p>_____ Vendor</p> <p>_____ Vendor</p>	<p>Signed by</p> <p>_____ Purchaser</p> <p>_____ Purchaser</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4): PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

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

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 a **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

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input checked="" type="checkbox"/> 13 survey report</p> <p><input checked="" type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input checked="" type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60</p>
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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	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

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

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.

92 Fairwater Drive, Harrington Park NSW 2561

CONDITIONS OF SALE 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 18 of the *Property, Stock and business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*.

1. The following conditions are prescribed as applicable to an in respect of the sale by auction of land:
 - a. The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - b. A bid for the seller 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 seller.
 - c. The highest bidder is the Purchaser, subject to the any reserve price.
 - d. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - e. The auctioneer may refuse to accept any bid that in the auctioneer's opinion is not in the best interest of the seller.
 - f. 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.
 - g. A bid cannot be made or accepted after the fall of the hammer.
 - h. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - a. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - b. One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - c. When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

The terms of the printed Contract to which these additional clauses are annexed will be read subject to the following. If there is a conflict between the additional clauses and the printed Contract, then these additional clauses will prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions will be severed from this Contract and such remaining provisions will remain in full force and effect.

33 ALTERATIONS TO PRINTED FORM

- 33.1 Clause 2.5.3 is amended by deleting the word 'third'
- 33.2 Clause 4.2.1 is deleted and replaced with 'the Purchaser must – bear all disbursements, all fees and the Vendors costs in the sum of \$440.00 including GST incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*
- 33.3 Clause 4.2.2 is deleted
- 33.4 Clauses 5.2.1 and 5.2.3 are deleted.
- 33.5 Clause 7.1.1 is amended by deleting the words '5% of the price' and inserting '\$1' in their place.
- 33.6 Clauses 7.1.3 and 8.1.3 the number 14 is to be replaced with the number 7.
- 33.7 Clause 7.2.2 is deleted.
- 33.8 Clause 8.1.1 is amended by deleting the words "on reasonable grounds"
- 33.9 Clause 11.2 is deleted.
- 33.10 Clause 14.2.1 is amended by replacing the word '2' with '3'
- 33.11 Clause 14.2.2 is deleted and replaced with "14.2.2 In the instance the Purchaser does not comply 14.2.1, the Purchaser shall make an allowance in favour of the Vendor for \$110.00 payable on completion."
- 33.12 Clause 14.4.2 is amended by deleting the words "the person who owned land owned no other land".
- 33.13 Clause 16.4 is deleted and replaced with "If a party serves a Land Tax certificate showing a charge on any of the land, the Vendor does not have to clear the Land Tax on or before completion but must have the Land Tax cleared within a reasonable time after completion".
- 33.14 Clause 23.5.2 is amended by deleting the words "but is disclosed in this contract."
- 33.15 Clauses 23.6 is deleted entirely and replaced with:
 - 23.6.1 If a contribution is not a regular periodic contribution the purchaser is liable for payment of same irrespective of when it was determined; and
 - 23.6.2 The Purchaser must reimburse the Vendor for any contribution that is not a regular periodic contribution and has been paid in advance by the Vendor from the date of completion.
- 33.16 Clauses 23.7 and 23.9 are deleted.

- 33.17 Clause 23.13 is amended by replacing 'vendor' with 'purchaser'.
- 33.18 Clause 23.14 is deleted.
- 33.19 Clause 23.17.1 is deleted.
- 33.20 Clause 24.1.2 is amended by deleting the words "at the Vendor's expense."
- 33.21 Clause 24.3.3 is deleted.
- 33.22 Clause 25 is deleted.
- 33.23 Clause 28 is deleted.
- 33.24 Clause 29 is deleted.
- 33.25 Clause 31.2 is deleted.

34 REAL ESTATE AGENT

The Purchaser was not introduced to the Property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent or co-agent, if any, specified in this contract). The Purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. The right continues after completion.

35 NOTICE TO COMPLETE

- 35.1 If either party is unable or unwilling to complete the contract by the date specified, then the other party shall be entitled at any time on or after the completion date to serve a Notice to Complete making time of the essence of the agreement. Such Notice shall give not less than fourteen (14) day's notice after the day immediately following the day on which that Notice is received by the recipient of the notice. The notice may nominate a specific hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. The party issuing the Notice to Complete shall be at liberty to withdraw that Notice without prejudice to that party's continuing right to give any further Notice to Complete under clause 15.
- 35.2 Further, if it becomes necessary for the Vendor to issue a Notice to Complete pursuant to this clause, then the Purchaser shall pay to the Vendor the sum of \$440.00 to cover legal costs and expenses incurred as a consequence of the Purchaser's delay, as a genuine pre-estimate of those additional expenses, to be allowed an additional adjustment on completion.

36 TRANSFER

Sufficient particulars of title for the preparation of the Transfer are contained in this contract and the Purchasers shall not require the Vendors to provide any further Statement of Title.

37 COUNTERPARTS AND ELECTRONIC SIGNATURE

- 37.1 This Contract may be executed:
- 37.1.1 In a number of counterparts together make one instrument; and/or
 - 37.1.2 Electronically by both parties using Docusign or by exchanging electronic copies of original signatures on this Contract.
- 37.2 The parties acknowledge and agree that:
- 37.2.1 This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
 - 37.2.2 the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
 - 37.2.3 They are to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not make a Claim because of anything contained in this clause.
- 37.3 The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and any terms and conditions of Docusign, in relation to the execution of this Contract.

38 LATE COMPLETION

- 38.1 If the Purchaser fails to complete this purchase by the completion date, without default by the Vendor, then the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent 10% per annum interest on the balance of purchase monies, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.
- 38.2 Should an arranged settlement not take place on the date scheduled between the parties due to no fault of the Vendor or their representative, the Purchaser shall make an allowance in favour of the Vendor for \$330.00 payable on completion for each rescheduled settlement. It is agreed that this amount is a genuine pre-estimate of the Vendor's reasonable legal costs of rescheduling settlement.

39 CONDITION OF PROPERTY

- 39.1 The Purchaser accepts the Property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

- 39.2 The Purchaser accepts the inclusions specified in this Contract in their present state and condition, subject to fair wear and tear and the Vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear occurring after the Contract date.
- 39.3 The Vendor shall be under no obligation to make good any hole, cavity, mark or scratch which is the result of the removal of any item from the property that is not included in the sale. The Purchaser will not be entitled to make any objection, raise any requisition, claim for compensation, rescind this Contract or attempt to delay completion in respect of any matter referred to in this special condition.

40 ENTIRE AGREEMENT

The Purchaser acknowledges that this Contract constitutes the whole agreement between the parties and the Purchaser does not rely upon any warranty, statement or representation made or given by or on behalf of the Vendor except as expressly provided within this Contract. The Purchaser further acknowledges that the property has been inspected by the Purchaser and warrants that they have made their own enquiries, investigations and inspections prior to entering into this Contract and further warrants that they are satisfied with the results of those enquiries, investigations and inspections. The Purchaser will not be entitled to make any objection, raise any requisition, claim for compensation, rescind this Contract or attempt to delay completion in respect of any matter referred to in this special condition.

41 CAPACITY

- 41.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:
- 41.1.1 being an individual, dies or becomes mentally ill, then either party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
 - 41.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enter into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.
- 41.2 The Purchaser warrants that the Purchaser has the legal capacity to enter into this contract.

42 DEPOSIT

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

- 42.1.1 an amount equivalent to 0.25% of the price – on or before the making of this contract;
 - 42.1.2 the balance of the deposit – no later than 5.00pm on the 5th business day after the date of this contract.
- 42.2 The parties agree that, in the event that the Purchaser requests to use a Deposit Bond and the Vendor accepts the use of a Deposit Bond, a deposit bond Guarantee is to be used as a form of deposit the following terms are applicable:
 - 42.2.1 In this contract “Bond” means a deposit bond provided by any institution agreed to by the Vendor and issued to the Vendor at the request of the Purchaser in an amount and form approved by the Vendor.
 - 42.2.2 The bond will be equivalent to the amount of the full 10% deposit.
 - 42.2.3 The bond will be dealt with as if it were a cash deposit under the contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the deposit.
 - 42.2.4 At settlement, the Purchaser must pay to the Vendor in addition to all other monies payable under this contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.
- 42.3 In the event that the Purchaser should pay a deposit less than ten per cent (10%) of the purchase price, then the deposit is to be paid in two instalments as follows:
 - 42.3.1 the first part of the deposit on signing of this Contract or at the expiry of the cooling off period (whichever applies); and
 - 42.3.2 the second part of the said ten per cent (10%) of the purchase price shall be paid on the completion or immediately on a default by the Purchaser observing any terms and condition of the Contract. On default by the Purchaser, the balance of the deposit shall immediately become payable to the Vendor and shall be payable notwithstanding that this contract may be terminated as a consequence of the Purchaser’s default.

43 RELEASE OF DEPOSIT

Notwithstanding anything else herein contained the deposit or any part of the deposit as the Vendor may require to be released for the purpose of a deposit, stamp duty, balance purchase monies on the purchase of Real Estate, any other purpose the Vendor may require, or for the discharge of any mortgage or caveat encumbering the subject land. The execution of this agreement shall be full and irrevocable authority to the stakeholder named herein to release such deposit forthwith as the Vendor may direct.

44 WARRANTY BY PURCHASER

The Purchaser warrants:

- 44.1 that prior to the later of exchange of contracts, or expiration of the cooling off period, the Purchaser has obtained an approval of Credit in an amount and on reasonable terms to enable the Purchaser to pay for the Property and to complete this contract; OR

44.2 that the Purchaser does not require any Credit or Loan to pay for the Property and complete this Contract.

45 GUARANTEE FOR CORPORATE PURCHASER

In consideration the the vendor contracting with the corporate purchaser,

[] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by)

the guarantors in the presence of:)

Signature of Witness

Signature

Print Name of Witness

46 VENDOR DISCLOSURE

- 46.1 The Vendor discloses and the Purchaser acknowledges that Transport for NSW have announced various corridors as well as the Western Sydney Airport.
- 46.2 The Purchaser warrants to the Vendor that it has visited and viewed the contents of the website <https://www.transport.nsw.gov.au/corridors> as well as <https://www.planning.nsw.gov.au/assess-and-regulate/state-significant-projects/sydney-metro/western-sydney-airport>. The Purchaser acknowledges that they are aware of, and have made their own enquiries into, the location, proximity and effect of the investigation area of the Corridors and any subsequent proposals/s.
- 46.3 The Purchaser acknowledges that the Vendor has entered into this Contract in reliance of the Purchaser's warranty contained in this special condition.
- 46.4 The Purchaser acknowledges having notice of the Corridors and Western Sydney Airport and cannot make any objection, requisition, claim for compensation, rescind or terminate the Contract, whatever the case may be in this regard.

47 SEWER

The Vendor discloses that the sewer diagram attached to the Contract for Sale is the only diagram available for the Property and the Purchaser will not make any objection, requisition, claim for compensation, attempt to delay completion or rescind this Contract by reason of such.

48 SURVEY REPORT

Attached is a copy of the Survey Report in relation to the Property. The Vendor specifically disclosed any encroachment and non-compliance described in the Survey Report. The Purchaser cannot make a claim or requisition or rescind or terminate in respect of matter disclosed in the Survey Report. The Vendor is not required to hand over on settlement the original Survey Report if it is not in the possession of the Vendor.

49 UNAUTHORISED WORK

The Vendor discloses that the following work was completed without Council approval:

(a) colorbond pergola

The Purchaser cannot make a claim or requisition or rescind or terminate or delay settlement in respect of the above work. This clause shall not merge on completion.

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:
- please identify the building work carried out;
 - when was the building work completed?
 - please state the builder's name and licence number;
 - please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- 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?
 - 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:
- did its installation or construction commence before or after 1 August 1990?
 - 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)*?
 - 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;
 - have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- To whom do the boundary fences belong?
 - Are there any party walls?
 - 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.
 - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - 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.
- 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:
 - whether there are any existing breaches by any party to it;
 - whether there are any matters in dispute; and
 - whether the licensor holds any deposit, bond or guarantee.
 - In relation to such licence:
 - All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- any road, drain, sewer or storm water channel which intersects or runs through the land?
 - any dedication to or use by the public of any right of way or other easement over any part of the land?
 - any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- any resumption or acquisition or proposed resumption or acquisition?
 - 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.
 - 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?
 - any sum due to any local or public authority? If so, it must be paid prior to completion.
 - any realignment or proposed realignment of any road adjoining the Property?
 - 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.
- Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - If so, do any of the connections for such services pass through any adjoining land?
 - 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.



FOLIO: 6202/1048482

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
15/7/2025	4:23 PM	7	15/9/2018

LAND

LOT 6202 IN DEPOSITED PLAN 1048482
AT HARRINGTON PARK
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1048482

FIRST SCHEDULE

CLAYTON JAMES MARTIN
JOANNA SARA MARTIN
AS JOINT TENANTS (T AC10877)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1048482 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1048482 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 4 DP1048482 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 5 AK370518 MORTGAGE TO IMB LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



H. Taylor
Director - Subdivision
Dandalo Pty Limited
Sydney - Australia

N. Taylor
JAN 1984 FARMER

Crown Lands Office Approval

PLM APPROVED
LAND DIVISION
PLM No.
Field No.

Subdivision Certificate

I certify that the provisions of a.106 of the Environmental Planning and Assessment Act 1979 have been satisfied in the relation to the proposed subdivision.

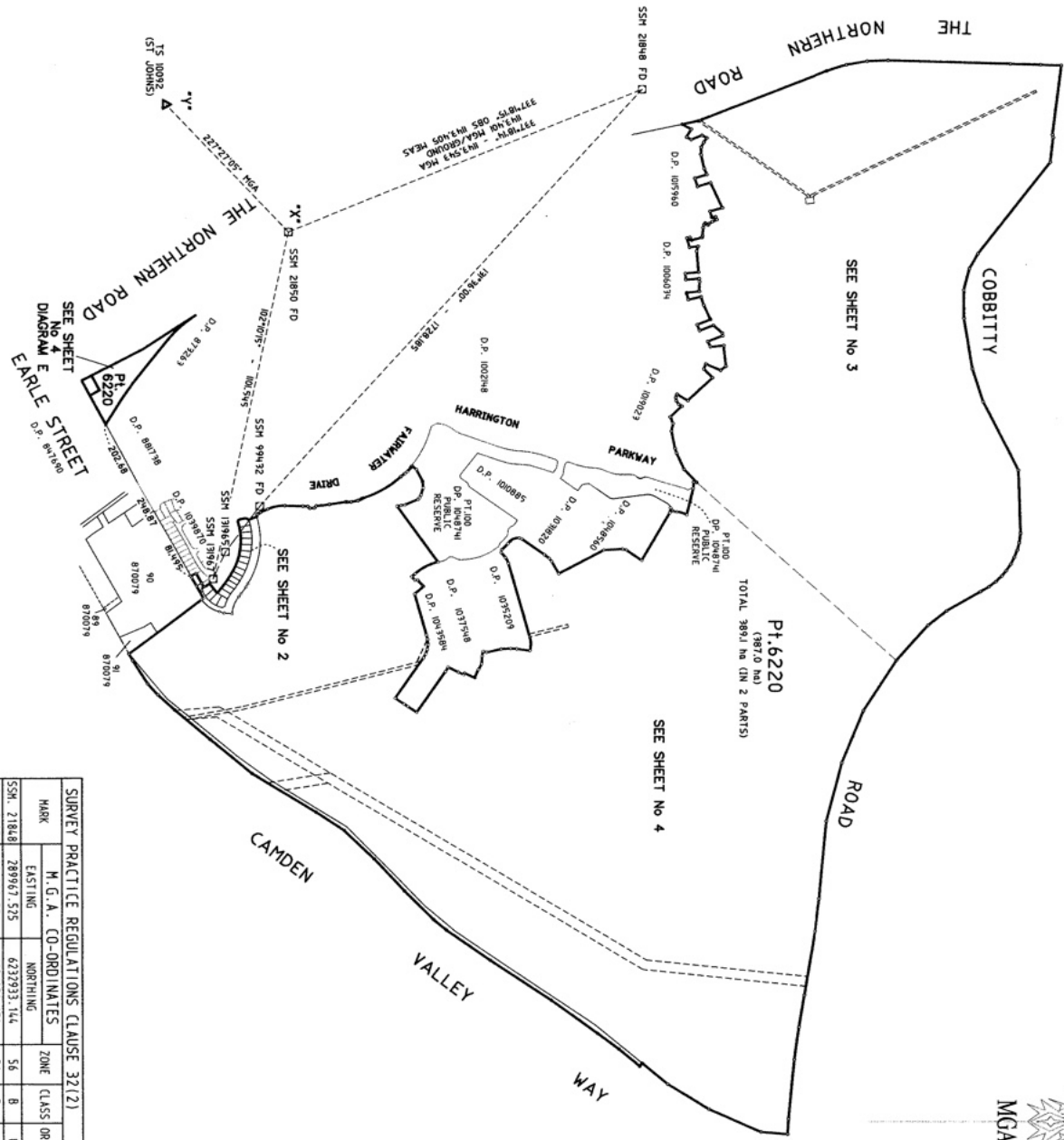
SUBMISSION

Authorised Representative of the Applicant
Consent Authority: CAMDEN COUNCIL
Date of submission: 30 JANUARY 2008
Subdivision Certificate No. 212003

Notes:
1. The plan is to be lodged electronically in the Land Titles Office.
2. The plan is to be lodged in an electronic or digital format approved by the Registrar-General.
3. The plan is to be lodged in an electronic or digital format approved by the Registrar-General.

SURVEY REFERENCE: 02765

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SURVEY PRACTICE REGULATIONS (CLAUSE 32(2))				
MARK	M.G.A. CO-ORDINATES	ZONE	CLASS	ORDER
SSM. 21848	289967.525	6232933.144	56	8
SSM. 21850	290408.756	6231878.150	56	8
1.S. 10092	287142.060	6229155.067	56	1

SOURCE : M.G.A. CO-ORDINATES ADAPTED FROM
SCHEMS AT 25th NOVEMBER 2002
COMBINED SCALE FACTOR 1.000124

DP1048482 (E)

Registered: 25/3/2003

C.A. SEE CERTIFICATE

Title System: TORENS

Purpose: SUBDIVISION

Ref. Map: U 7330-4, U7330-5, 7 & 8

Lost Plan: D.P. 1048560

PLAN
OF SUBDIVISION OF LOT 1958
IN D.P. 1048560

Lengths in metres Reduction Ratio 1:10000

L.G.A. : CAMDEN

Locality: HARRINGTON PARK

Perith: NARELLAN

County: CUMBERLAND

This is sheet 1 of my plan in 4 sheets
(Delete if applicable)

Surveyors (Practising Regulation 2001)
MICHAEL JOHN GORDON

P.O. BOX 28 CAMPBELLTOWN
I, JOHN M. DALY & ASSOC. PTY. LTD.
a surveyor registered under the Surveyors Act, 1929, hereby
certify that the survey report with this plan and the
survey plan have been approved by the Registrar-General
under the Surveyors Act, 1929, and that the plan is a true and
correct copy of the original plan as approved.

The survey relates to: LOTS 8201 - 8219
(here specify the land actually surveyed specify any land
shown in the plan that is not the subject of the survey)

Down: "X" - "Y" - "Z"
(Delete if applicable)

Surveyor registered under
the Surveyors Act 1929

Plans used in preparation of survey/compilation
D.P. 1048560

PANEL FOR USE ONLY for statements of
intention to dedicate public roads or to create
public reserves, drainage reserves, easements,
restrictions on the use of land or positive
covenants.

IT IS INTENDED TO DEDICATE TO THE
PUBLIC AS PUBLIC ROAD BENTLEY ROAD
AND EXTENSIONS TO FARMATER DRIVE
AND PEARSON CRESCENT.

PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919, IT IS INTENDED
TO CREATE:
1. EASEMENT TO DRAIN WATER 15 WIDE
2. EASEMENT FOR UNDERGROUND CABLES
1 WIDE
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND

DP1048482

Registered: 2007/05/10/2007

This is sheet 2 of my plan & it shows
 sheet 21-01-2007

Surveyor registered under Surveyors Act 1992

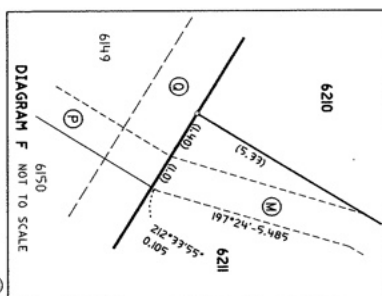
This is sheet 2 of the plan of 4
 sheets covered by my certificate of
 L of 1003

For use where space is insufficient in any position than
 Form 2.

Confidentiality/Authorisation Person



SEE SHEET 4

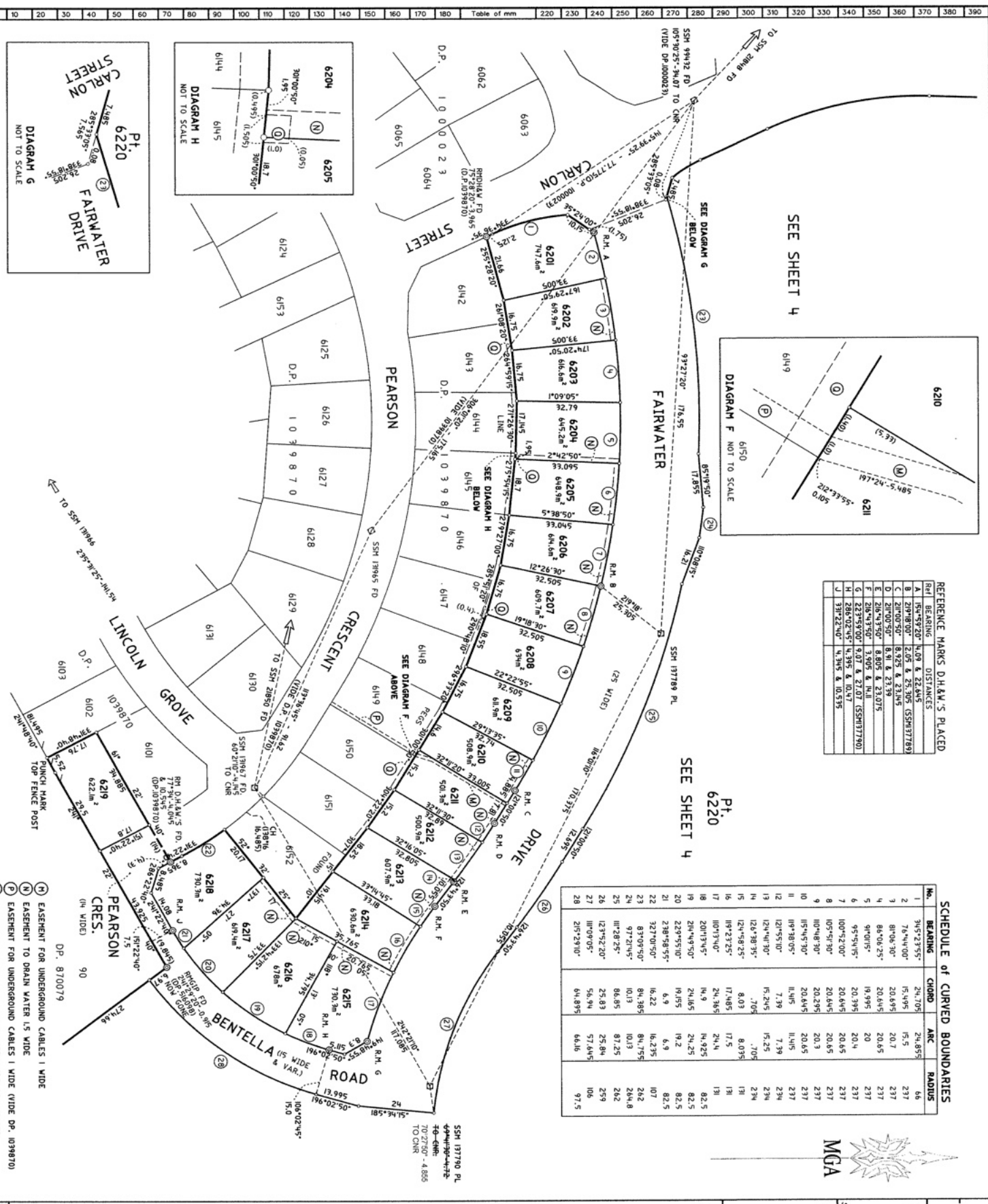


REFERENCE MARKS D.H.M.'S PLACED

REF. BEARING	DISTANCES
A 154°32'00"	4.08 & 22.645 (SSM137789)
B 210°00'00"	8.925 & 23.145
C 210°00'00"	8.91 & 23.19
D 210°00'00"	8.805 & 23.075
E 210°00'00"	3.905 & 10.1
F 210°00'00"	9.017 & 27.07 (SSM137790)
G 210°00'00"	4.395 & 10.47
H 210°00'00"	4.395 & 10.475
J 210°00'00"	4.395 & 10.475

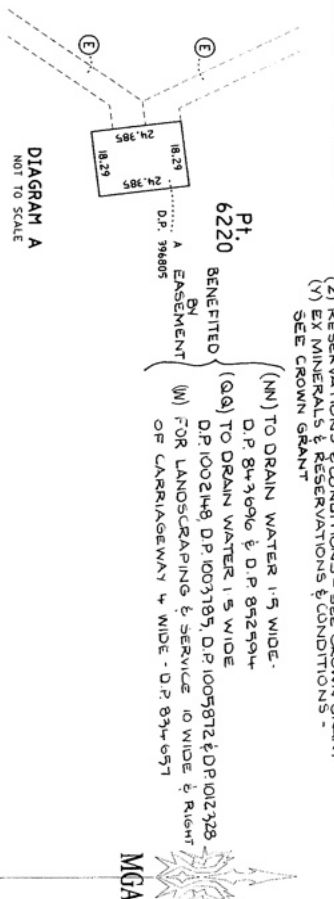
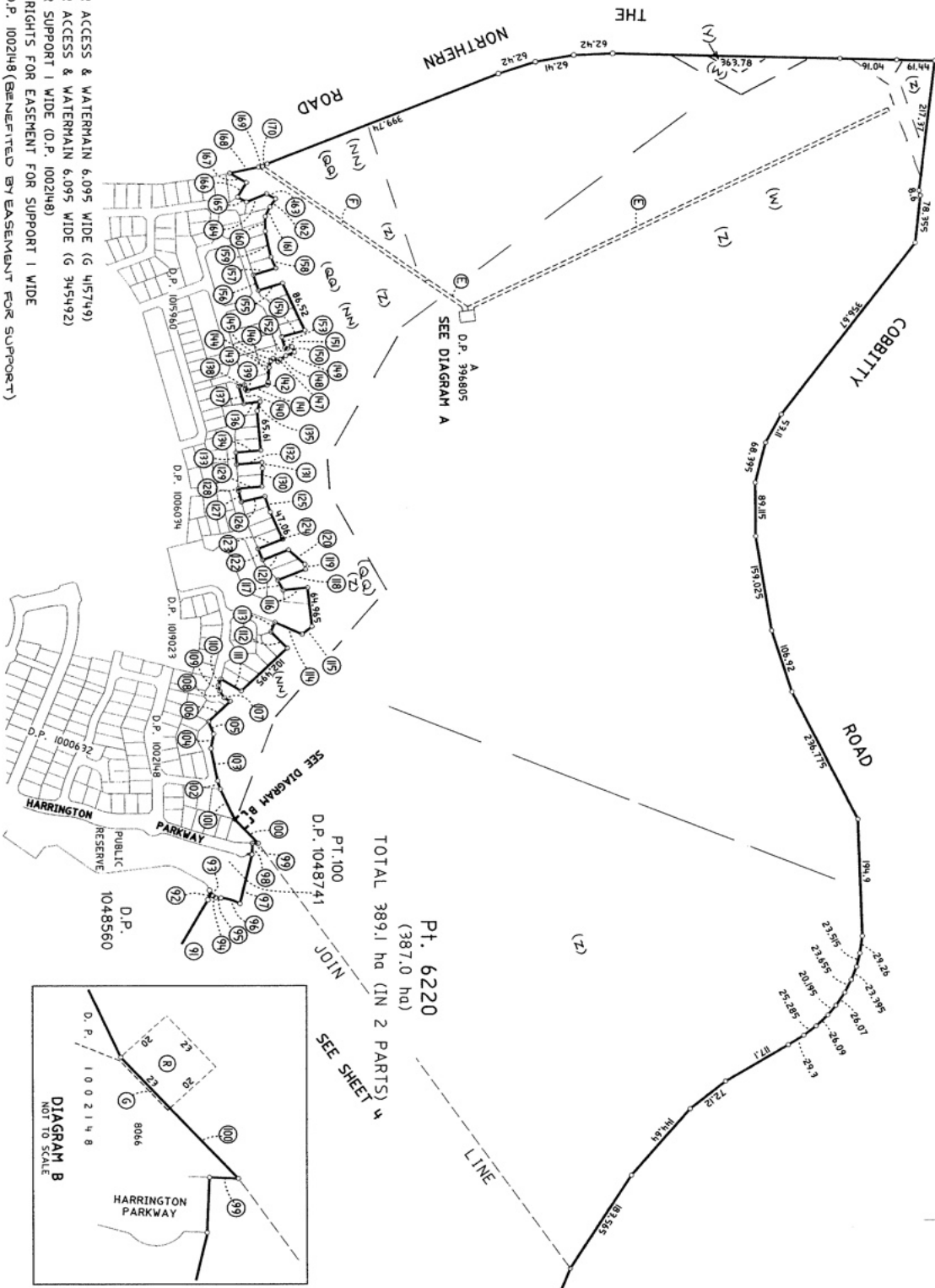
SCHEDULE of CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	345°24'55"	24.705	24.655	66
2	76°44'00"	15.495	15.5	237
3	80°06'30"	20.645	20.7	237
4	86°06'25"	20.645	20.65	237
5	94°01'05"	19.995	20	237
6	95°54'15"	20.395	20.4	237
7	100°42'00"	20.645	20.65	237
8	105°44'30"	20.645	20.65	237
9	110°46'30"	20.295	20.3	237
10	115°45'30"	20.645	20.65	237
11	119°18'05"	11.495	11.5	237
12	124°55'00"	7.39	7.39	234
13	124°44'30"	15.245	15.25	234
14	126°38'35"	7.05	7.05	234
15	124°48'25"	8.03	8.035	131
16	119°23'25"	17.485	17.5	131
17	110°13'45"	24.365	24.4	131
18	201°13'45"	14.9	14.925	82.5
19	214°49'50"	24.185	24.25	82.5
20	229°55'00"	19.155	19.2	82.5
21	238°58'55"	6.9	6.9	107
22	327°01'50"	16.22	16.235	242
23	83°09'50"	84.385	84.755	244.8
24	97°21'45"	10.13	10.13	244.8
25	111°28'25"	86.85	87.25	242
26	123°52'20"	25.83	25.84	259
27	111°09'05"	56.94	57.645	106
28	215°29'10"	64.895	64.895	97.5



SCHEDULE

No	DIST
91	176.905
92	44.495
93	4.8
94	5.35
95	8.33
96	A32.15
97	84.63
98	18.5
99	9.255
100	55
101	55
102	54.555
103	54.255
104	24.335
105	22.3
106	48.5
107	11.4
108	12.91
109	9.89
110	11.365
111	38.4
112	37.5
113	17.235
114	47.985
115	30.485
116	18.835
117	47.785
118	8.555
119	35.33
120	44.475
121	20
122	42.685
123	2.4
124	27.5
125	38.355
126	18.85
127	37.24
128	30.565
129	9.655
130	40.27
131	20.005
132	39.815
133	16.105
134	26.1
135	29.695
136	9
137	139
138	4.2
139	32.285
140	22.685
141	11.61
142	5.41
143	10
144	5.19
145	11.18
146	15.125
147	10
148	151
149	8
150	19.315
151	20.355
152	40.355
153	27.1
154	37.65
155	20.085
156	43.7
157	24.21
158	17.465
159	16.3
160	16.665
161	35
162	16.25
163	28
164	168
165	47.53
166	6.185
167	8.865
168	170



DP1048482

Registered: 23/13/2003

This is sheet 3 of my plan in 4 sheets
dated 21-01-2003

Michael J. H.

Surveyor registered under Surveyors Act 1929
This is sheet 3 of the plan of 4
sheets covered by my certificate No.
2 of 2003.

Geometrical/Automatic Person

For use where space is insufficient in any position from
Form 2

Reaction Ratio 1:5000

SURVEYORS REFERENCE: 02165



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

Lengths are in metres

(Sheet 1 of 7 Sheets)

DP1048482

Plan of Subdivision of
Lot 1958 in DP 1048560

Full name and address of
Proprietor of the land

Dandaloo Pty Limited
C/- KPMG Peat Marwick
45 Clarence Street
SYDNEY NSW 2000

PART 1

1. Identity of easement firstly referred
to in abovementioned plan

Easement to drain water
1.5 wide

Schedule of lots etc. affected

Lot burdened

Lots benefited

6202
6204

6201, 6203
6205, 6206, 6207, 6208,
Lots 6142 – 6152 inclusive in
DP 1039870 ✓

6205
6206
6207
6210
6211
6212

6206, 6207, 6208
6207, 6208
6208
6209
6209, 6210
6209, 6210, 6211, 6213, 6214, 6215,
6216, 6217, 6218

6213
6214
6215
6216
6217

6214, 6215, 6216, 6217, 6218
6215, 6216, 6217, 6218
6216, 6217, 6218
6217, 6218
6218

2. Identity of easement secondly referred
to in abovementioned plan

Easement for underground cables 1 wide

Schedule of lots etc. affected

Lot burdened

Authority benefited

6211

Integral Energy Australia

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

Lengths are in metres

(Sheet 2 of 7 Sheets)

Plan of Subdivision of
Lot 1958 in DP 1048560

DP1048482

PART 1 (CONTINUED)

3. Identity of restriction thirdly referred
to in abovementioned plan Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

Lots benefited

Each lot except 6220

Every other lot except 6220

4. Identity of restriction fourthly referred
to in abovementioned plan Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

Authority benefited

6201 – 6219 inclusive

Camden Council

PART 2

1. Terms of easement firstly referred to in abovementioned plan

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement
firstly referred to in the abovementioned plan.

CAMDEN COUNCIL

2. Terms of easement secondly referred to in abovementioned plan

The terms of the easement for underground cables set out in memorandum number 3021851
are incorporated in this document.

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

Lengths are in metres

(Sheet 3 of 7 Sheets)

Plan of Subdivision of
Lot 1958 in DP 1048560

DP1048482

PART 2 (CONTINUED)

3. Terms of restriction thirdly referred to in abovementioned plan

1. No building shall be erected or permitted to remain on any lot burdened other than a building constructed having external walls of face brickwork and/or rendered brickwork and/or stone and/or concrete blocks and/or glass and/or lightweight material such as fibre cement or seamless, textured, coated materials approved by Dandaloo provided that the proportion of stone, concrete and glass shall not be more than 25% of the total area of the external walls. Lightweight materials are only permitted on the upper-storey and must not exceed 25% of the area of the upper-storey walls and can only be used in accordance with acceptable composite construction principles.
2. No main building shall be erected or permitted to remain on any lot burdened unless such main building has a minimum floor area greater than two hundred and twenty square metres (220m²) inclusive of car accommodation but exclusive of patios and verandahs.
3. No dual occupancies shall be erected on any lot burdened without the consent of Dandaloo which consent can be given, withheld or given on such on conditions as Dandaloo decides in its absolute and unfettered discretion.
4. No main building shall be erected without at least a carport or a single car garage (with front tilt or panel door) with the same not being constructed of materials other than those being the same as the building materials used in the main dwelling.
5. No main building shall be erected or permitted to remain on any lot burdened except where it is constructed with a roof consisting of tile (cement or clay), slate, terracotta, colour-bonded material in a colour approved by Dandaloo or shingle material.
6. No building shall be erected or permitted to remain on any lot burdened except where it is constructed of new materials.
7. No structure of a temporary or relocatable character, tent, garage, trailer, campervan or caravan shall be used at any time as a dwelling or residence on any lot burdened.
8. No commercial activity shall be conducted or carried out on any lot burdened without the approval of Dandaloo.

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

Lengths are in metres

(Sheet 4 of 7 Sheets)

Plan of Subdivision of
Lot 1958 in DP 1048560

DP1048482

PART 2 (CONTINUED)

9. (a) No fencing shall be erected on each lot burdened to divide it from any adjoining land owned by Dandaloo unless such fencing complies with 9(b), (c), (d) or (e) and is erected without expense to Dandaloo or its successors.
- (b) No fence shall be erected on a side or rear boundary abutting a road unless such fence shall have a maximum height of 1.8 metres and unless on side boundaries facing a road the length of fencing must not exceed two-thirds of the length of the boundary. Such fence must be constructed of faced/rendered brick or rendered blockwork columns with infill panels of landscaping (hedges), decorative steel, wrought iron, timber pickets, rendered/faced brickwork or rendered blockwork, or brushwood or a maximum of 1.5 metres high colourbond material coloured rivergum with 300 millimetre high colourbond open trellised panel coloured rivergum totalling a maximum of 1.8 metres in height with a maintained landscaped area of no less than 1.0 metre in width in front of the colourbond fence.
- (c) No fence shall be erected on a side or rear boundary abutting a reserve or park unless such fence be a maximum height of 1.8 metres and unless on side boundaries facing a park the length of fencing must not exceed two-thirds of the length of the boundary. Such fence must be constructed of faced/rendered brick or rendered blockwork columns with infill panels of landscaping (hedges), decorative steel, wrought iron, timber pickets, rendered/faced brick work or rendered blockwork or brushwood.
- (d) No fence shall be erected on a side and/or rear boundary between house lots unless such fence has a maximum height of 1.8 metres where the fence is behind the point 900mm behind the front façade of the house or 900mm where the fence is in front of the front façade of the home. Such fence must be constructed of lapped and capped timber paling or brushwood or stone or faced or rendered brick or rendered painted blockwork or colourbond.
- (e) No fence shall be erected on a front boundary abutting a road or a reserve unless such fence has a maximum height of 900mm and be at least 70% visually permeable and be constructed of rendered brick or blockwork columns with visually permeable infill panels of landscaping, decorative steel, wrought iron or timber pickets and of a colour that is in harmony with the proposed house and neighbouring houses and fences and be approved by Dandaloo.

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

Lengths are in metres

(Sheet 5 of 7 Sheets)

Plan of Subdivision of
Lot 1958 in DP 1048560

DP1048482

PART 2 (CONTINUED)

10. No building shall be constructed on the lot hereby burdened or any part hereof unless plans, elevations and a schedule of materials (and where the proposed building is to be other than unpainted brickwork, a colour sample or samples) sufficient to fully outline, detail and particularise the building have received the prior written approval of Dandaloo and comply with the Harrington Park Building Controls & Guidelines (March 2002).
11. No childminding centre, day care centre, preschool, long day care centre, kindergarten, occasional childminding centre or such other like childminding facility or activity will be conducted or carried out on any lot burdened, without the consent of Dandaloo which consent can be given, withheld or given on such on conditions as Dandaloo decides in its absolute and unfettered discretion.
12. No "for sale" sign shall be erected on any lot hereby burdened until a dwelling is constructed on that lot.
13. No trucks or commercial vehicles over three (3) tonnes tare shall be parked or be permitted to be parked on any lot burdened, any adjoining lot or public street. No unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any lot hereby burdened closer to the street adjoining such lot than the front of the house, nor on any street, public area, footpath or public reserve adjoining or in the vicinity of any lot burdened.
14. No satellite dish or other electronic signal receiving device other than a free to air TV antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to Dandaloo and Dandaloo has given its written consent to the construction of such satellite dish or electronic signal receiving device.
15. No building erected on any Lot burdened shall be used as a display or exhibition home or otherwise than as a private residence.
16. The terms of all the covenants hereby created shall expire and be of no further force and effect from the date expiring ten (10) years after the date of registration of the deposited plan pursuant to which these covenants are created.

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

Lengths are in metres

(Sheet 6 of 7 Sheets)

Plan of Subdivision of
Lot 1958 in DP 1048560

DP1048482

PART 2 (CONTINUED)

17. In respect of any of the covenants where the consent of Dandaloo is required, such consent can be given by any person or corporation nominated or appointed by Dandaloo for such purpose or any attorney of Dandaloo having power in that regard.
18. Should the terms of any covenant hereby created or any part thereof be found to be invalid or unenforceable, then the same shall be severed and such invalidity or unenforceability shall not affect the terms of any of the other covenants hereby created or any parts thereof which are valid and enforceable.

Person having power to release vary or modify the restriction thirdly referred to in the abovementioned plan.

DANDALOO PTY LIMITED

4. Terms of restriction fourthly referred to in the abovementioned plan

No dwelling shall be erected or permitted to remain on any lot burdened unless such dwelling has a rainwater collection tank connected to the roofwater system to be used for recycling for garden watering.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction fourthly referred to in the abovementioned plan.

CAMDEN COUNCIL

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

Lengths are in metres

(Sheet 7 of 7 Sheets)

Plan of Subdivision of
Lot 1958 in DP 1048560

DP1048482

PART 2 (CONTINUED)

The common seal of Dandaloo Pty Limited was hereunto affixed by authority of the Board of Directors in the presence of:

Signature: *N. Fairfax*



Signature: *Lee Thomas*

Print Name: *Lady (Mary)*

Print Name: *LEE THOMAS*

Office Held: *Director*

Office Held: *Director*

N. Fairfax
.....
Lady (Mary) Fairfax as Mortgagee

George Tredinnick
.....
Signature of Witness GEORGE TREDINNICK
560 New South Head Road
Double Bay 2028

[Signature] (initials)

REGISTERED



25/3/2003



**PLANNING CERTIFICATE UNDER
SECTION 10.7
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

APPLICANT: InfoTrack Pty Ltd
135 King Street
NSW 2000

Certificate number: 20234517
Reference number: 1323121
Certificate issue date: 16/07/2025
Certificate fee: \$71.00
Applicant's reference: 20251629
Property number: 1125558
Applicant's email: ecertificates@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 6202 DP: 1048482
Address: **92 Fairwater Drive HARRINGTON PARK NSW 2567**

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 R2 LOW DENSITY 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

Bed and breakfast accommodation; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Medical centres; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item (i) or (iii)



(iii) Prohibited

Advertising structures; 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; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Mortuaries; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; 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



(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

Greater Sydney Region

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

Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.

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

No.

(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.

Yes.

(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 land is affected by the provisions of a Development Control Plan and by Planning for Bush Fire Protection (NSW Rural Fire Service) that may restrict the development of the 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.

Some of the land has been identified as bush fire prone land on the Camden Council Bush Fire Prone Land Mapping, as certified by the Commissioner of the NSW Rural Fire Service under Section 10.3(2) of the Environmental Planning and Assessment Act, 1979.

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.

24 SPECIAL ENTERTAINMENT PRECINCTS

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

Not applicable

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

Sewer Service Diagram

Application Number: 8004463681

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF **CAMDEN**

SUBURB OF **HARRINGTON PARK**

Copy of Diagram no. **3086861**

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

- Manhole
- Chamber
- Lift manhole
- Boundary trap
- Inspection shaft
- Pit
- Grease interceptor
- Culvert

INDICATES - PLUMBING FIXTURES & QS FITTINGS

- P Trap
- Reflex Valve
- Cleaning Eye
- Vent
- Vertical Pipe
- Induct Pipe
- Misc Plug
- Junction
- Trapping Point

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

- Clean out
- Vent Pipe
- Tubs
- Kitchen Sink
- Water Closer
- Bath Waste
- Handbasin
- Soil Vent Pipe

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewage service shown herein are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).

Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres

W.S. _____ U.S. _____ Sewer Ref. Sheet No. _____	DRAINAGE Inspected by Inspector: _____	Date of Issue: _____	PLUMBING Inspected by Inspector: _____
	Cert. Of Compliance No. _____	Council: _____	Cert. Of Compliance No. _____
	Field Diagram Examined by _____	Drainage: _____	_____
	Tracing Checked by _____	Plumber: _____	_____
Boundary Trap: NOT REQUIRED		For Regional Mortgage	

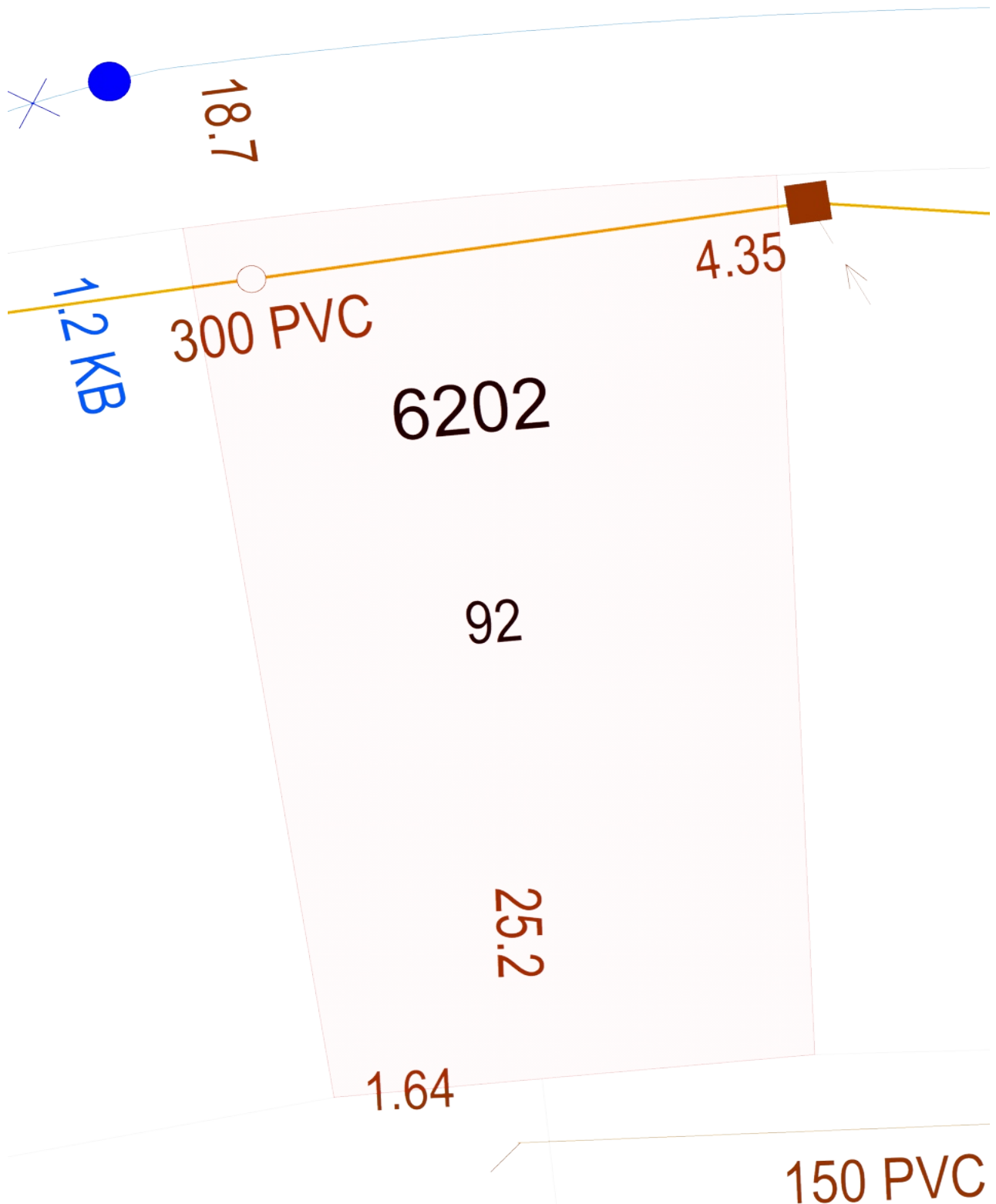
Connection Data: _____

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**.

Service Location Print

Application Number: 8004463680



Document generated at 15-07-2025 04:40:52 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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



THE COUNCIL OF CAMDEN

(Incorporated 1889 - Reconstituted 1949)

ABN 31 117 341 764

All communications to be addressed to:
General Manager, Box 183, P.O. Camden 2570

Council Office,
37 John Street,
Camden, N.S.W.

(OUR REF.:)

CFLE - KJ

(YOUR REF.:)

DX 25807

Camden

Telephone: (02) 4654 7777

Facsimile : (02) 4654 7829

10 November 2003

Mirvac Homes (NSW) Pty Ltd
P O Box 787
PARRAMATTA NSW 2150

Booking No.

DA No: 1354/2003



CONSTRUCTION CERTIFICATE NO: 1354/2003

Environmental Planning and Assessment Act 1979

LAND TO BE DEVELOPED:	92 Fairwater Drive HARRINGTON PARK DP 1048482 Lot 6202
DEVELOPMENT:	New Dwelling - Single Storey
CLASSIFICATION (BCA):	1A
OWNER:	Mr S A Bradley & Mrs C Rodenburg
DA No:	1354/2003
DATE DA CONSENT ISSUED:	10 November 2003

DECISION OF THE CERTIFYING AUTHORITY:

This certificate is issued:

- ☒ without any conditions.
- ☐ subject to conditions of the kind referred to in clauses 187 or 188 of the Environmental Planning and Assessment Regulation 2000.
- ☐ the issue of this certificate has been endorsed on the plans and specifications that were lodged with the application.

Plan Nos Approved: 4702 sheets 1-7

Date of this Decision: 10/11/2003

INFORMATION ATTACHED TO THIS DECISION:

Birthplace of the Nation's Wealth



Camden Council certifies that if the work is completed following the plans, and specifications which have been approved, it will comply with the requirements of the Environment Planning and Assessment Regulation 2000 as referred to in section 81A(5) Environment Planning and Assessment Act 1979.

You can appeal against these conditions to the Land and Environment Court within 12 months from the date of the decision.

Yours faithfully

Mr C Stewart
DEVELOPMENT OFFICER
(Development Branch)
per: 



THE COUNCIL OF CAMDEN

(Incorporated 1889 - Reconstituted 1949)

ABN 31 117 341 764

All communications to be addressed to:

General Manager, Box 183, P.O. Camden 2570

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(OUR REF.:)

CFLE - KJ

(YOUR REF.:)

DX 25807
Camden

Telephone: (02) 4654 7777
Facsimile : (02) 4654 7829

Mirvac Homes (NSW) Pty Ltd
P O Box 787
PARRAMATTA NSW 2150

NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION No. 1354/2003

Issued under Section 81 (1) (a) of the
Environmental Planning and Assessment Act 1979

(For privacy reasons, the applicant's details only appear in the notice to the applicant)

LAND TO BE DEVELOPED:	92 Fairwater Drive HARRINGTON PARK DP 1048482 Lot 6202
PROPOSED DEVELOPMENT:	New Dwelling - Single Storey
BUILDING CODE OF AUSTRALIA: (If the development involves a building)	Building Classification 1A

DETERMINATION: Consent granted subject to conditions described below.

DATE FROM WHICH THE CONSENT OPERATES: 10 November 2003

DATE THE CONSENT EXPIRES: 9 November 2005
(unless works commenced)

DATE OF THIS DECISION: 10 November 2003

INFORMATION ATTACHED TO THIS DECISION:

- A fire safety schedule, for a change of building use where no building work will be carried out.
- Advice listed in Attachment A.
- CC Advice listed in Attachment B.



Details of Conditions:

1.0 - General Requirements

The following requirements must be taken into account when preparing plans for submission as part of the development application.

- (1) **Approved Plans** – The development must be carried out strictly in accordance with the plans prepared by Mirvac, dated September 2003, and numbered 4702, Sheets 1-7.

The development must also comply with the conditions of approval imposed by Council hereunder.

Amendments – Modifications to the approved plans and specifications requires the prior approval of the Consent Authority (ie Camden Council). The procedure for applying to amend the approved plans is to submit an "Amended Development Application" form pursuant to section 96 of the *Environmental Planning & Assessment Act 1979*.

- (2) **Protect Existing Landscape** - All existing trees/shrubs/grasses and natural landscape features other than those trees and vegetation authorised for removal by this consent, must be retained and protected during all construction works. Approval must be granted by Council prior to the removal or any disturbance of the development site's existing/adjoining or surrounding landscape and vegetation.

- (3) **Front Landscaping** - The front yard shall have a maximum of 40% hard surface area. This is to include related driveways which are to be either stencilled concrete, clay pavers, stamped coloured concrete or pebblecrete.

Driveways - The driveway cross-over shall be a maximum of 4.5 metres in width.

Gardens - All gardens visible from roads or parks must be fully landscaped within three (3) months of the house being occupied.

- (4) **Sewered Areas** - All sullage and effluent generated by the use of the building must be connected to the sewer of the Sydney Water Corporation. The plans approved by Council must be lodged with the Corporation for concurrence prior to the commencement of work.



to inspect and verify the insulation rating an additional inspection fee will apply.

- (3) **Roof-Water Destination** - The roof of the subject building(s) must be provided with guttering and down pipes and all stormwater conveyed to:

(a) the drainage easement located on the allotment;

- (4) **Energy Efficient Hot Water Heating** - In accordance with Development Control Plan No 94.2 "Building Energy Conservation Policy" the subject building must be provided with a hot water heater that achieves a minimum **3.5 star greenhouse rating**. Details shall be indicated on the construction certificate plans.

- (5) All retaining works are to be a minimum of 300mm off all boundaries.

3.0 - Prior To Works Commencing

The following conditions of consent shall be complied with prior to any works commencing on the construction site.

- (1) **Retaining Wall/s** - The following restrictions apply to any retaining wall erected within the allotment boundaries:

- (a) where the height of an **approved** retaining wall exceeds 600mm above or below natural ground level, structural engineer details must be obtained prior to any work commencing on the site. Manufacturers installation details may satisfy this requirement for treated timber products and some dry stacked masonry products. Documentary evidence must be submitted to Principal Certifying Authority on completion of the wall to verify its correct installation.
- (b) all retaining works including specified backfill requirements, subsurface drainage and surface drainage systems, shall be a minimum of 300mm of all boundaries.
- (c) adequate provisions must be made for surface and subsurface drainage of retaining walls and all water collected must be diverted to, and connected to a stormwater disposal system within the property boundaries.
- (d) retaining walls shall **not** be erected within drainage easements.



The provision of toilet facilities in accordance with this clause must be completed before any other work is commenced.

In this clause:

- **accredited sewage management facility** means a sewage management facility to which Division 4A of Part 3 of the *Local government (Approvals) Regulation 1993* applies, being a sewage management facility that is installed or constructed to a design or plan the subject of a certificate of accreditation referred to in clause 95B of the Regulation.
 - **approved by the council** means the subject of an approval in force under Division 1 of Part 3 of the *Local Government (Approvals) Regulation 1993*.
 - **public sewer** has the same meaning as it has in the *Local Government (Approvals) Regulation 1993*.
 - **sewage management facility** has the same meaning as it has in the *Local Government (Approvals) Regulation 1993*.
- (4) **Notice Of Commencement Of Work** – Notice in the form prescribed by the *Environmental Planning and Assessment Regulation 2000* shall be lodged with the Consent Authority (ie Camden Council) at least 2 days prior to your intention to commence building works. The notice shall provide detail relating to any Construction Certificate issued by an accredited Certifying Authority and the appointed Principal Certifying Authority.
- (5) **Construction Certificate Before Work Commences** - This consent does not allow site works, building or demolition works to commence nor does it imply that the plans attached to this Consent comply with the specific requirements of Building Code of Australia. Such works must only take place after a Principal Certifying Authority (PCA) has been appointed and a Construction Certificate has been issued.

4.0 - During Construction

The following conditions of consent shall be complied with during the construction phase.

- (1) **Floor Levels Certification** - Confirmation by a registered land surveyor of the required floor levels shall be provided to the certifying authority at the concrete slab stage.



- (7) **Connect Downpipes** - Stormwater from roof areas must be connected to a Council approved stormwater disposal system immediately after the roofing material has been fixed to the framing members. Council will not permit construction works beyond frame inspection stage until this work has been carried out.

- (8) **Don't Change Footpath Levels** - The ground levels of the footpath area within the road reserve must be fixed from the boundary of the subject site to the kerb and gutter and must not be altered (by cut or fill) as a consequence of building design and/or construction.

- (9) **Surface Drainage** - To prevent surface water from entering the building:

- The floor level for slab on ground construction shall be a minimum of mm above finished ground level; and/or
- Seepage and surface water shall be collected and diverted clear of the building by a sub-surface/surface drainage system.

- (10) **Subterranean Termite Protection** - Treatment for the protection of the building from subterranean termites must be carried out in accordance with AS 3660 Part 1, 'Protection of Buildings from Subterranean Termites Part 1: New Buildings'.

A durable notice must be permanently fixed to the inside of the meter box indicating:

- (a) method of protection;
- (b) date of installation of the system;
- (c) the life expectancy of the chemical used;
- (d) the need to maintain and inspect the system.

- (11) **Excavation And Backfilling** - All excavations and backfilling associated with the erection or demolition of a building must be executed safely and in accordance with appropriate professional standards.

All excavations associated with the erection or demolition of a building must be properly guarded and protected to prevent them from being dangerous to life or property.

- (12) **Support For Neighbouring Buildings** - If an excavation associated with the erection or demolition of a building extends below the level of the base of the footings of a building on an adjoining allotment of land, the person causing the excavation to be made

- must preserve and protect the building from damage, and



(16) **Building Inspections** - The Principal Certifying Authority (PCA) which may be, Council or an Accredited Certifier, must determine when inspections and compliance certificates are required. Where the Consent Authority (ie Camden Council) is nominated as the PCA, the following stages must be inspected and passed prior to proceeding to the subsequent stage of construction.

- ✓ (a) **Pier Holes** – Excavated pier holes prior to pouring of concrete.
- ✓ (b) **Slab On Ground** – When steel reinforcement and associated form-work has been provided prior to the slab being poured with concrete.
- ✓ (c) **Wall & Roof Framing** - When the wall and roof frame have been completed (with plumbing and electrical wiring installed), brick work complete and the roof covering fixed prior to internal lining.
- ✓ (d) **Wet Area Flashing** - When wall and floor junctions have been flashed with an approved product prior to installation of floor/wall coverings. Wet areas include bathrooms, laundries, sanitary compartments, en suites and the like.
- ✓ (e) **Stormwater Line-work** - When stormwater drainage lines have been laid and connection to a street kerb, drainage easement, or rubble pit prior to backfilling.
- (f) **Occupation Certificate (final inspection)** - Upon completion of the development and before occupation or commencement of use.

(5.0) - Prior To Issue Of Occupation Certificate

The following conditions of consent shall be complied with prior to the Council or an Accredited Certifier issuing an Occupation Certificate.

(1) **Nature Strip & Street Trees** - Where applicable, any nature strip area or street tree, which is disturbed, removed or damaged during the course of construction, shall be repaired and the tree replaced with a tree of the same species and maturity **prior to the Occupation Certificate being issued.**

(2) **Landscape Work** - All works associated with the Council approved Landscaping Plan must be carried out by a qualified and licensed landscape contractor. Upon completion, the work shall be inspected and certified by Council's Landscape Development Officer and a practical date of completion determined for the landscaping works.



- (5) **Occupation Certificate** - A final Occupation Certificate must be issued by the Principal Certifying Authority (PCA) **prior to occupation or use of the development**. In issuing an occupation certificate, the Principle Certifying Authority must be satisfied that the requirements of section 109H of the Environmental Planning and Assessment Act 1997 have been satisfied.
- (6) **PCA To Certify Full Compliance With Consent** - Where the Consent Authority (ie Camden Council) is not the PCA, a Compliance Certificate must be issued by the Principal Certifying Authority certifying that the development complies with **all conditions of the development consent, the approved plans and specifications**.
- (7) **Completion Of Building** - A Surveyor's Certificate showing the distances between the allotment boundaries and the walls/eaves of the proposed building must be submitted to the Principal Certifying Authority upon completion of the building and prior to the Occupation Certificate being issued.

6.0 - Operational Conditions

The following conditions of consent are to be complied when any activity associated with the development is undertaken.

nil

7.0 - Fire Safety Schedule

nil

Reasons for Conditions:

- (1) To ensure that the proposed development complies with the requirements of Environmental Planning and Assessment Act 1979 and Regulations made thereto.
- (2) To ensure that all new development is designed to be energy efficient, insulated and have a northerly orientation as required by DCP 94 "Building Energy Conservation".
- (3) To ensure that stormwater drainage from and/or passing through the site has been collected and conveyed to a controlled system.
- (4) To ensure all site works are completed in a satisfactory manner.



DETERMINATION REVIEW

If you are an applicant and you are dissatisfied with the determination, you may within 12 months from the date of determination, request Council, in writing, to review the determination.

SIGNED on behalf of
Camden Council


Mr C Stewart
DEVELOPMENT OFFICER
(Development Branch)

ATTACHMENT A

The following matters are included as advice as relative to this application.

1. Section 82A of the EP&A Act 1979 provides that the applicant may request a review of this determination within twelve months of the date of the determination, following the payment of the prescribed fee.
2. Section 125 of the EP&A Act, 1979 provides that any person who contravenes or causes or permits to be contravened the conditions of this consent shall be guilty of an offence.
3. Section 125 of the EP&A Act, 1979 provides that any person who contravenes or causes or permits to be contravened the requirements of Council's Tree Preservation Policy shall be guilty of an offence.
4. Section 126 of the EP&A Act, 1979 provides that a person guilty of an offence against this Act shall, for every such offence, be liable to the penalty expressly imposed and if no penalty is so imposed to a penalty not exceeding 1000 penalty units and to a further daily penalty not exceeding 100 penalty units.
5. The contributions required under Section 94 of the EP &A Act, 1979 are set out in the stated Contribution Plans which can be viewed at Council's Customer Service during normal business hours.
6. This consent does not allow site, building or demolition works to commence. Such works shall only take place after a Construction Certificate has been applied for and been issued.



A certificate purporting to be issued by an approved insurer under Part 6 of the *Home Building Act 1989* that states that a person is the holder of an insurance policy issued for the purposes of that Part is, for the purposes of this clause, sufficient evidence that the person has complied with the requirements of that Part.



REGISTERED SURVEYORS, CONSULTING ENGINEERS
& LAND DEVELOPMENT CONSULTANTS
(INCORPORATED DONMAP DIGITAL IMAGES PTY LTD 050 096743)

SUITE 102, 30 COWPER STREET PARRAMATTA 2150
DX 28325 PARRAMATTA

PHONE: (02) 9806-3000

FAX: (02) 9891-2806

Your Ref: Bradley 4702

Our Ref: 1426A14/91601

SURVEY REPORT

Client: Mirvac Homes

Site: Lot 6202 Fairwater Drive, Harrington Park

Purpose: Identification Survey on Formwork

21 May 2004

THIS SURVEY has been made specifically for the purpose as stated above regarding the new building only and shall not be used for other purposes including any conveyance. The information is based upon the Certificate of Title as on 8 July 2003.

DESCRIPTION: FOLIO IDENTIFIER 6202/1048482, LOT 6202 IN DP 1048482
PARISH OF NARELLAN, COUNTY OF CUMBERLAND.

Mirvac Homes
30 Cowper Street
Parramatta 2150

As instructed by you we have surveyed the above described land.

The land is situated in the Local Government Area of Camden.

The subject land is affected by:

Restriction on Use of Land in DP 1048482.

Restriction on Use of Land in DP 1048482.

Easement to Drain Water 1.5 Wide.

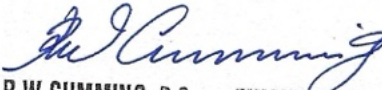
The position of the subject improvements in relation to the boundaries is shown on the plan opposite.

IN MY OPINION

The clearances of the formwork from the boundaries is shown on the plan opposite.

The Floor Area of the building does not contravene the Restriction on Use of Land.

Yours faithfully,


R W CUMMING B.Surv (UNSW), M.I.S. (NSW)
Registered under Surveying Act, 2002

MGA
DP 1048482
SCALE 1:200

N: EASEMENT TO DRAIN WATER 1.5 WIDE

16.75

6202

F'WORK TO BDY
0.92

6203
VACANT

33.005

FFL \div 75.72
FORMWORK
FOR
B/V RESIDENCE
TILE ROOF

6201
VACANT

33.005

GARAGE
FFL \div 75.64

CARLON STREET

5.5

N

ABT 15.5

A20.7

BM 58
RL 74.96
(AHD)

FAIRWATER DRIVE



REGISTERED SURVEYORS, CONSULTING ENGINEERS
& LAND DEVELOPMENT CONSULTANTS
(INCORPORATED DONMAP DIGITAL IMAGES PTY LTD 050 096743)

SUITE 102, 30 COWPER STREET PARRAMATTA 2150
DX 28325 PARRAMATTA

PHONE: (02) 9806-3000

FAX: (02) 9891-2806

Your Ref: Bradley 4702

Our Ref: 1426A14/92703

SURVEY REPORT

Client: Mirvac Homes

Site: Lot 6202 Fairwater Drive, Harrington Park

Purpose: Identification Survey on Eave and Gutters

5 August 2004

THIS SURVEY has been made specifically for the purpose as stated above regarding the new building only and shall not be used for other purposes including any conveyance. The information is based upon the Certificate of Title as on 8 July 2003.

DESCRIPTION: FOLIO IDENTIFIER 6202/1048482, LOT 6202 IN DP 1048482
PARISH OF NARELLAN, COUNTY OF CUMBERLAND.

Mirvac Homes
30 Cowper Street
Parramatta 2150

As instructed by you we have surveyed the above described land.

The land is situated in the Local Government Area of Camden.

The subject land is affected by:

Restriction on Use of Land in DP 1048482.

Restriction on Use of Land in DP 1048482.

Easement to Drain Water 1.5 Wide.

The position of the subject improvements in relation to the boundaries is shown on the plan opposite.

IN MY OPINION

The clearances of the walls and roofs from the boundaries is shown on the plan opposite.

The Floor Area of the building does not contravene the Restriction on Use of Land.

Yours faithfully,

B. Surin (UNSW) MIS (NSW)

Registered under Surveying Act, 2002

MGA
DP 1048482
SCALE 1:200

N: EASEMENT TO DRAIN WATER 1.5 WIDE

16.75

6202

6203
BRICK
RESIDENCE
TILE ROOF
No 94

33.005

BRICK RESIDENCE
TILE ROOF

0.17
GUTTER
0.61
EAVE & GUTTER

WALL TO BDY
0.9

6201
VACANT

33.005

WALL TO BDY
1.33

CARLON STREET

5.5

N

A20.7

ABT 15.5

FAIRWATER DRIVE



MR CLAYTON MARTIN
92 FAIRWATER DRIVE
HARRINGTON PARK NSW 2567

Our reference: 7160940687457

Phone: **13 28 66**

15 July 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello CLAYTON,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411096769695
Vendor name	CLAYTON MARTIN
Clearance Certificate Period	15 July 2025 to 15 July 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**
If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MRS JOANNA MARTIN
92 FAIRWATER DRIVE
HARRINGTON PARK NSW 2567

Our reference: 7160940554011

Phone: **13 28 66**

15 July 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JOANNA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411096761922
Vendor name	JOANNA MARTIN
Clearance Certificate Period	15 July 2025 to 15 July 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.