

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 ref: ATT: Murray Kennedy
co-agent		
vendor	Sharon Louise Tennant and Greg Jimmy Tennant 40B Melaleuca Road Narellan Vale NSW 2567	
vendor's solicitor	Thomas Henry Bray Lawyer PO Box A2303, Sydney South 1235	phone: 02 9269 0662 email: tom@thomasbray.com.au ref: 25080
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	40B Melaleuca Road Narellan Vale NSW 2567 LOT 1 STRATA PLAN SP106577 Folio Identifier 1/SP106577	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouse	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	(10% of the price, unless otherwise stated)
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>Sharon Louise Tennant</p> <p>_____</p> <p>Vendor</p> <p>Greg Jimmy Tennant</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

ChoicesVendor 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 exemption, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.

40 MELALEUCA RD NARELLAN VALE NSW 2507

**THESE ARE THE ADDITIONAL CLAUSES TO THE CONTRACT FOR SALE
AND PURCHASE OF LAND**

BETWEEN

**Sharon Tennant (AS VENDORS)
& Greg Tennant**

AND

(AS PURCHASER(s))

DATED: DAY OF 2025

33. DEFINITIONS & INTERPRETATION.

33.1 Definitions

In these special conditions, unless the contrary intention appears:

Authority means any state or federal government, any semi or local government, any statutory, public or any other person, authority, instrumentality, body corporate or body having jurisdiction over or in respect of the Property or any part of it or anything in relation to it;

date for completion means the date shown on the front page of this contract as being the date for completion of this contract;

Environment has the same meaning ascribed to it under the Environmental Planning and Assessment Act 1979;

Environmental Law means any law, regulation, ordinance or directive in connection with the Environment;

Interest Rate means 8% per annum calculated on a daily basis; and

Survey Report means the survey report, if any, annexed to this contract.

33.2 Interpretation

In this contract unless the contract otherwise requires:

- (a) printed clauses means the clauses numbered 1 to 31 inclusive.
- (b) a reference to this contract or another instrument includes any variation or replacement of any of them;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) the word "person" includes a firm, body corporate, and unincorporated association, or an Authority;
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation persons taking by novation) and assigns;
- (g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (h) headings are for convenience only and do not affect the interpretation.

33.3 Inconsistency

If there is any inconsistency between the printed clauses and these additional clauses, the additional clauses will prevail to the extent of that inconsistency.

34. AMENDMENTS TO PRINTED CLAUSES

34.1 The printed clauses are amended as follows:

34.1.1 clause 2.9 – by deleting the words in line 1 "each party" and by inserting the words "the vendor" in lieu thereof;

34.1.2 clause 5.2.3 – by deleting that sub-clause;

34.1.3 clause 7 – by inserting "no later than 7 days prior to" before "completion" in line 1 and line 2;

- 34.1.4 clause 7.1 – by deleting the words “in the case of claims that are not claims for delay”;
- 34.1.5 clause 7.1.1 – by deleting the words “the total amount claimed exceeds 5% of the price” and inserting the words “any amount is claimed” in lieu thereof;
- 34.1.6 clause 7.2.1 – by deleting the words “10%” and by inserting the words “5%” in lieu thereof;
- 34.1.7 clause 8.1.1 – by deleting the words “on reasonable grounds” in the first line of the sub-clause;
- 34.1.8 clauses 10.1.8 and 10.1.9 – by omitting “substance” and “disclosed” and substituting “existence” and “noted” respectively;
- 34.1.9 clause 11.1 – on the first line after the word “order” inserting the words “in writing issued by a competent authority”;

35. INTEREST ON DEPOSIT

35.1 Termination by Vendor

If the vendor terminates this contract because of the purchaser’s default, then the vendor is entitled to all interest earned on the deposit.

35.2 Termination or Rescission by Purchaser

If the purchaser terminates this contract because of the vendor’s default or if this contract is rescinded, the purchaser is entitled to all interest earned on the deposit.

36. TIME FOR COMPLETION.

36.1 Completion by the date for completion.

This contract must be completed by the date for completion.

36.2 Failure to Complete on Time

If completion does not take place by the date for completion, a party which is not in default may serve on the other party a notice to complete, making the time for completion essential. The notice must stipulate a date for completion not less than fourteen (14) days after the date of service of the notice and the parties agree that fourteen (14) days notice is a reasonable and sufficient period. The date of service of a notice to complete is not included in determining the duration of the 14 day period.

36.3 No Disentitlement.

The vendor shall not be required to remove any charge on the *property* until completion. The vendor will not be disentitled from issuing a notice to complete by reason only of the existence of any charge on the *property*.

37. INTEREST ON BALANCE

37.1 Interest on balance of price

If through no fault of the vendor, completion does not occur on the date for completion, the purchaser must, as a condition of completion and in addition to payment of the balance of the price and other money due under this contract, pay interest to the vendor. Interest shall be calculated at the Interest Rate on the balance of the price and any other amounts payable by the purchaser to the vendor, from and including the date for completion up to and including the actual date of completion.

37.2 Payment of Interest an Essential term

Payment of interest under this contract is an essential term and the vendor is not obliged to complete unless the purchaser pays to the vendor all interest payable at completion.

37.3 Pre-estimate of loss

The purchaser acknowledges that interest calculated by applying the Interest Rate to the balance of the price and any other amounts payable by the purchaser to the vendor, from and including the date for completion up to and including the actual date of completion represents a genuine pre-estimate of the damages likely to be suffered by the vendor as a result of completion not taking place on the date for completion.

38. VENDOR DISCLOSURE

38.1 Disclosure

The purchaser agrees that all matters disclosed, described or referred to in this contract are specifically disclosed and clearly described.

38.2 Disclosed Documents

The vendor does not warrant the accuracy or completeness of any of the annexures, schedules or copies of documents annexed to this contract.

38.3 No Objection

The purchaser must not make any objection, requisition or claim for compensation, or delay completion of or seek rescission or termination of this contract because of anything disclosed, described or referred to in any of the disclosed documents.

39. VENDOR'S AGENT

39.1 The Purchaser warrants no direct or indirect introduction

The purchaser warrants the purchaser was not introduced directly or indirectly to the *property* or the vendor by any real estate agent, any employee of a real estate agent or any other person in any way connected with a real estate agent other than the vendor's agent named on the front page of this contract.

39.2 Indemnity against claim for compensation

The purchaser indemnifies the vendor from and against any claim for commission including all legal costs both on a party/party basis and a solicitor/client basis incurred in connection with any breach of this warranty.

39.3 Exclusive Agency

The Vendor warrants that it has not entered into any sole or exclusive agency agreement with any agent in respect of the *property* other than the agent named as the vendor's agent in this contract.

39.4 Warranties shall not merge on completion

The warranties and indemnity contained in this special condition shall not merge on completion.

40. INCAPACITY

40.1 Individual Party

If a party is an individual and is declared bankrupt, dies or becomes incapable because of unsoundness of mind to manage his own affairs, then the other party can rescind this contract.

40.2 Party is a body corporate

If a party is a body corporate and:

- (a) resolves to go into liquidation;

- (b) has a petition for its winding up presented and that petition is not withdrawn within 28 days;
- (c) enters into a scheme of arrangements with its creditors; or
- (d) is or states that it is unable to pay its debts as they fall due, then the other party may rescind this contract.

41. ACKNOWLEDGMENTS

41.1 Contract represents entire agreement

This contract represents the entire agreement between the parties in relation to the *property* and any previous arrangements, understandings or agreements are no longer relevant.

41.2 No representation

The purchaser acknowledges and warrants that the purchaser has not been induced to enter into this contract by any representation or warranty by or on behalf of the vendor, other than those set out in this contract.

41.3 Present state of repair

The purchaser accepts the *property* and any chattels included in this sale in their present state of repair and condition and subject to all defects, reasonable fair wear and tear, dilapidation and infestation.

41.4 Own enquiries

The purchaser relies entirely upon enquiries made by it or on its behalf in entering into this contract including, without limitation, the suitability of the *property* for any particular purpose and all assessments as to value and financial worth.

41.5 Claim for compensation

It is agreed that any claim for compensation (including a claim under clause 7) will be deemed to be an objection under clause 8.

41.6 Purchaser's representations

The purchaser acknowledges that the vendor has entered into this contract on the basis that the purchaser's representations and warranties are true and correct.

42. OBJECTIONS AND NON-COMPLIANCE

42.1 No Objection

The purchaser shall take title subject to, and must not make any objection, requisition or claim for compensation or early completion of, or rescind or terminate this contract because of anything in connection with:

- (a) the identification of the *property* or the position of any improvement on it;
- (b) any latent or patent defect in the *property*;
- (c) any non-compliance with the Local Government Act (NSW) 1993; or
- (d) anything else disclosed or referred to in this contract (including the Survey Report),

and the making of any such claim, objection or requisition will entitle the vendor to rescind this contract.

42.2 Specific matters

The purchaser cannot make any objection, requisition or claim for compensation or delay completion of, or rescind or terminate this contract because of anything in connection with:

- (a) any roof or surface water drainage being connected to the sewer;

- (b) any existing rights to use the existing water, electricity, sewerage, gas, telephone, cable or other services or installations or in respect of there being no formal easements for them or existing rights to use them;
- (c) whether any installations or services are or are not available or in connection with the nature or location of installations or services; or whether any installations or services of any relevant authority pass through, under or over the *property*.

42.3 Acknowledgment

The purchaser acknowledges that it has read and understood the effects of any covenants, easements or restrictions on land included in the contract and will not make any objection, requisition or claim or delay completion because of anything contained therein.

43. CONTINUING EFFECT

It is agreed that the benefit of all obligations, agreements and warranties in this contract which may have effect after completion shall continue, despite completion.

44. CAVEATS, MORGAGES AND RESTRICTIONS

The purchaser cannot make any objection, requisition, claim for compensation or early completion of or rescind or terminate this contract because there is noted on any title in respect of the *property* or any part of the *property*, any mortgage or caveat and the purchaser will on completion accept a discharge or withdrawal of any mortgage or caveat, so far as it relates to the *property*, provided that the discharge of mortgage or withdrawal of caveat (as the case may be) is duly executed in registrable form and the registration fee payable for the discharge or withdrawal of the mortgage or caveat is allowed by the vendor to the purchaser on completion

45. CONVEYANCING ACT

This contract is subject to any rights granted pursuant to section 52A of the Conveyancing Act 1919. If any provision of this contract purports to or has the effect of excluding, modifying or restricting any operation of section 52A of the Conveyancing Act 1919 then this contract shall be read and construed as if that provision is severed from this contract and the invalidity of that provision will not effect or render invalid or unenforceable the remaining provisions of this contract.

46.1 Notices by email

In addition to the provisions for service in the printed clauses of this contract, the vendor and the purchaser agree that a document under or relating to this contract can be *served* and shall be sufficiently *served* for the purposes of this contract if the document is sent by email transmission and in any such shall be deemed to be duly given or made when the email transmission has been completed, except where:

46.1.1 the time of dispatch is not before 5:00 pm (Sydney time) on a day on which business is generally carried on in the place in which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place; or

46.1.2 the sender's email server indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the email transmission shall be deemed not to have been given or made.

47 SETTLEMENT

- 47.1** Should the purchaser not complete this contract on the date for completion specified herein, other than due to the default of the vendor and the parties reschedule a date for completion after the date for completion specified, the vendor shall be entitled to recover the fee of \$220.00 (GST Inclusive) from the purchaser to cover the vendor's costs.
- 47.2** Should the purchaser fail to complete the Contract on or before the date for completion specified herein, and the vendor issues a Notice to Complete to the purchaser, the vendor shall be entitled to recover the fee of \$440.00 (GST Inclusive) from the purchaser to cover the vendor's costs for issuing such Notice.
- 47.3** Payment of the vendor's costs as provided by subclause (a) and (b) for a later date for completion or for the issue of a Notice to Complete is an essential term and the vendor is not obliged to complete unless the purchaser makes payment of the vendor's costs at completion.

48 PAYMENT OF DEPOSIT BY INSTALMENTS

Notwithstanding any other provision of this Contract, the Vendor and the Purchaser agree that the Deposit is 10% of the Purchase Price and is payable in the following instalments:

- (a.) a first instalment of 5% of the Purchase Price on or before the Date of this Contract; and
- (b.) a second instalment of 5% of the Purchase Price immediately prior to:
 - (i). The completion of the Contract; or
 - (ii). Upon written demand being placed upon the Purchaser by the Vendor because the Purchaser has defaulted in the observance of any obligation here under which is or the performance of which has become essential.

This right is in addition to and does not limit any remedies available to the Vendor in the Contract despite any rule of law or equity to the contrary.



FOLIO: 1/SP106577

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/7/2025	11:26 AM	4	1/4/2025

LAND

LOT 1 IN STRATA PLAN 106577
AT NARELLAN VALE
LOCAL GOVERNMENT AREA CAMDEN

FIRST SCHEDULE

GREG JIMMY TENNANT
SHARON LOUISE TENNANT
AS JOINT TENANTS

(T AT456300)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP106577
2 AU942811 MORTGAGE TO LENDER CO PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP106577

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/7/2025	11:26 AM	1	6/9/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 106577
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NARELLAN VALE
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM SP106577

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 106577
ADDRESS FOR SERVICE OF DOCUMENTS:
40 MELALEUCA ROAD
NARELLAN VALE NSW 2567

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
- 3 Y658861 EASEMENT FOR TRANSMISSION LINE VARIABLE WIDTH
AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE
DIAGRAM
O251027 EASEMENT NOW VESTED IN PROSPECT ELECTRICITY
- 4 AJ494365 EASEMENT FOR NOISE, DUST AND VIBRATION AFFECTING THE
WHOLE OF THE LAND ABOVE DESCRIBED
- 5 AJ494366 RESTRICTION(S) ON THE USE OF LAND
- 6 AJ499240 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1225784 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 8 DP1225784 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 9 DP1225784 POSITIVE COVENANT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2)

END OF PAGE 1 - CONTINUED OVER

25080...

PRINTED ON 24/7/2025

FOLIO: CP/SP106577

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2) (CONTINUED)

STRATA PLAN 106577

LOT	ENT	LOT	ENT
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STRATA PLAN 106577

LOT	ENT	LOT	ENT
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1 - 1		2 - 1	
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NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

25080...

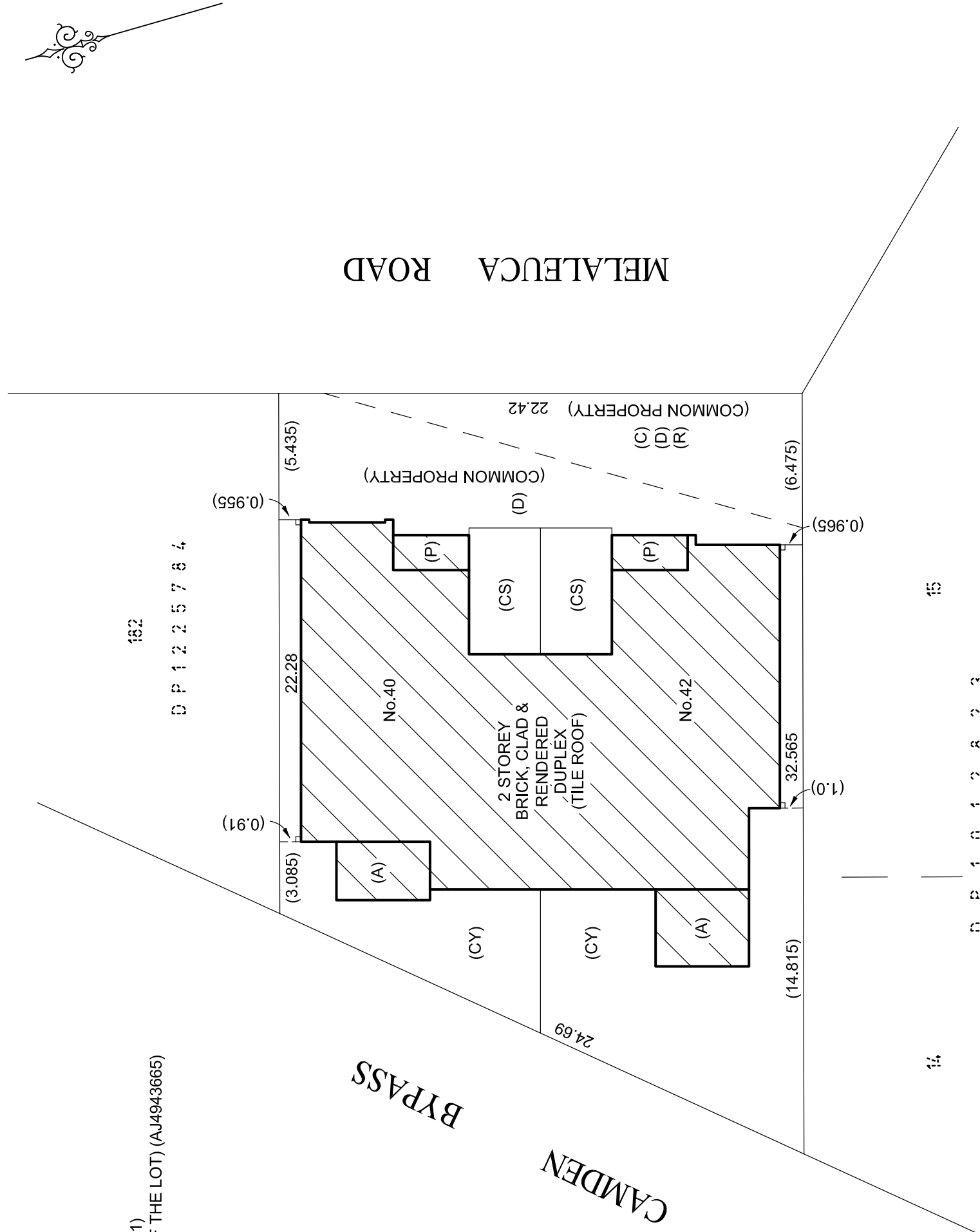
PRINTED ON 24/7/2025

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


PLAN FORM 1 (A3)

(A) - PATIO
(CS) - CAR SPACE
(CY) - COURTYARD
(P) - PORCH

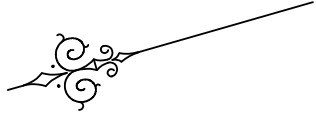
(C) - EASEMENT FOR TRANSMISSION LINE VAR. WIDTH (Y658861)
(D) - EASEMENT FOR NOISE, DUST AND VIBRATION (WHOLE OF THE LOT) (AJ4943665)
(R) - RESTRICTION ON THE USE OF LAND (DP1225784) (SITE)



LOCATION PLAN


PLAN OF SUBDIVISION OF LOT 181 IN DP1225784													LGA: CAMDEN Locality: NARELLAN VALE Subdivision No. C2230019 Lengths are in metres. Reduction Ratio 1:200				Registered <div>06/09/2023</div>		SP106577																																																																							
Surveyor Name: Simon Christopher Hughes Date: 20th July 2023 Surveyor's Ref: 21554																																																																																										
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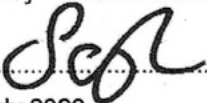
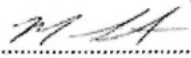
(A) - PATIO
(CS) - CAR SPACE
(CY) - COURTYARD
(P) - PORCH (COVERED)


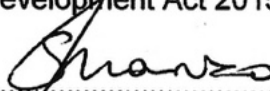


GROUND FLOOR PLAN


1. ALL AREAS ARE APPROXIMATE
2. ANY SERVICE SERVING ONE LOT WITHIN ANOTHER LOT IS COMMON PROPERTY
3. THE COURTYARDS ARE LIMITED IN DEPTH TO 5 METRES BELOW AND IN HEIGHT TO 20 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE ADJOINING MAIN GROUND FLOOR SLABS (EXCEPT WHERE COVERED WITHIN THIS LIMIT)
4. THE CAR SPACES ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE SLAB TO 3 METRES ABOVE THAT SURFACE (EXCEPT WHERE COVERED WITHIN THIS LIMIT)
5. THE PATIOS ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE SLAB TO 20 METRES ABOVE THAT SURFACE

Surveyor Name: Simon Christopher Hughes Date: 20th July 2023 Surveyor's Ref: 21554													PLAN OF SUBDIVISION OF LOT 181 IN DP1225784													LGA: CAMDEN Locality: NARELLAN VALE Subdivision No. C2230019 Lengths are in metres. 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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only		Office Use Only	
Registered:  06/09/2023		SP106577	
PLAN OF SUBDIVISION OF LOT 181 IN DP1225784		LGA: CAMDEN Locality: NARELLAN VALE Parish: NARELLAN County: CUMBERLAND	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme			
Address for Service of Documents 40 MELALEUCA ROAD NARELLAN VALE NSW 2567		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option A/B Smoke penetration: Option A/B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.	
Surveyor's Certificate I Simon Christopher Hughes, of Apex Surveying, PO BOX 659 Camden NSW 2570, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 20 th July 2023 Surveyor ID: 8182 Surveyor's Reference: 21554 <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>		Strata Certificate (Registered Certifier) I..... MATTHEW SMITH..... being a Registered Certifier, registration number3409....., certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: C2230019 Relevant Planning Approval No.: 2021/1937/1 issued by:..... CAMDEN COUNCIL..... Signature:  Date: 17/08/2023 <small>^ Insert lot numbers of proposed utility lots.</small>	
<small>* Strike through if inapplicable</small>			

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)								
<div style="text-align: right; font-weight: bold; font-size: small;">Office Use Only</div> <div style="display: flex; align-items: center; margin-top: 20px;"><div style="margin-right: 10px;">Registered:</div><div style="text-align: center;"></div><div>06/09/2023</div></div>		<div style="text-align: right; font-weight: bold; font-size: small;">Office Use Only</div> <div style="text-align: center; margin-top: 20px; font-size: 2em; font-weight: bold;">SP106577</div>								
<div style="text-align: center; font-weight: bold; margin-bottom: 10px;">VALUER'S CERTIFICATE</div> <p>I, Steven Manzo..... of Macarthur Valuations Pty Ltd.....</p> <p>being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with:</p> <p>Professional Body: Australian Property Institute.....</p> <p>Class of membership: Fellow CPV.....</p> <p>Membership number: 68117.....</p> <p>certify that the unit entitlements shown in the schedule herewith were apportioned on 31st July 2023 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015</p> <div style="display: flex; align-items: center; margin-top: 10px;"><div style="flex: 1;">Signature: </div><div style="flex: 1;">Date 31st July 2023.....</div></div> <p style="font-size: small; margin-top: 5px;">* Full name, valuer company name or company address</p>										
<div style="text-align: center; font-weight: bold; margin-bottom: 5px;">SCHEDULE OF UNIT ENTITLEMENT</div> <table border="1" style="margin: auto; border-collapse: collapse; text-align: center;"><thead><tr><th style="padding: 5px;">LOT No.</th><th style="padding: 5px;">UNIT ENTITLEMENT</th></tr></thead><tbody><tr><td style="padding: 5px;">1</td><td style="padding: 5px;">1</td></tr><tr><td style="padding: 5px;">2</td><td style="padding: 5px;">1</td></tr><tr><td style="padding: 5px;">TOTAL</td><td style="padding: 5px;">2</td></tr></tbody></table>			LOT No.	UNIT ENTITLEMENT	1	1	2	1	TOTAL	2
LOT No.	UNIT ENTITLEMENT									
1	1									
2	1									
TOTAL	2									

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
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Office Use Only	Office Use Only
Registered:  06/09/2023	SP106577

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

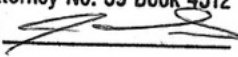

SCHEDULE OF STREET ADDRESSES

Lot	Street No.	Street Name	Street Type	Locality
CP	N/A	MELALEUCA	ROAD	NARELLAN VALE
1	40	MELALEUCA	ROAD	NARELLAN VALE
2	42	MELALEUCA	ROAD	NARELLAN VALE

EXECUTED by **RLET PTY LTD** ACN: 638 809 882 in accordance with Section 127 of the Corporations Act 2017



RODNEY ARNOLD MCGRATH
SOLE DIRECTOR/SECRETARY

Mortgagee under Mortgage No. AS441759
Signed at Gregory Hills this 5 day of September
2023 for National Australia Bank Limited ABN 12 004 044 937
by Andrew Greenshields its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney 
Witness Signature 
Witness Name TINA BANK
Witness Address LIMIT 2A, 31 LASSO RD GREGORY HILLS NSW

PLAN FORM 1 (A3)

DP1225784

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 1 of 1 sheets

Mark	MGA EASTING	MGA NORTHING	Class	Order	Method	Chain
SS 96026	291 544.057	6 229 909.846	C	3		SCMS
SS 96027	291 497.137	6 229 840.964	C	3		SCMS
SS 105168	291 462.699	6 229 749.565	A	1		SCMS

MGA Co-ordinates adopted from SCMS as at 25 OCT 2016.
 Combined Scale Factor = 1.000116. Zone 56 MGA Datum: GDA94

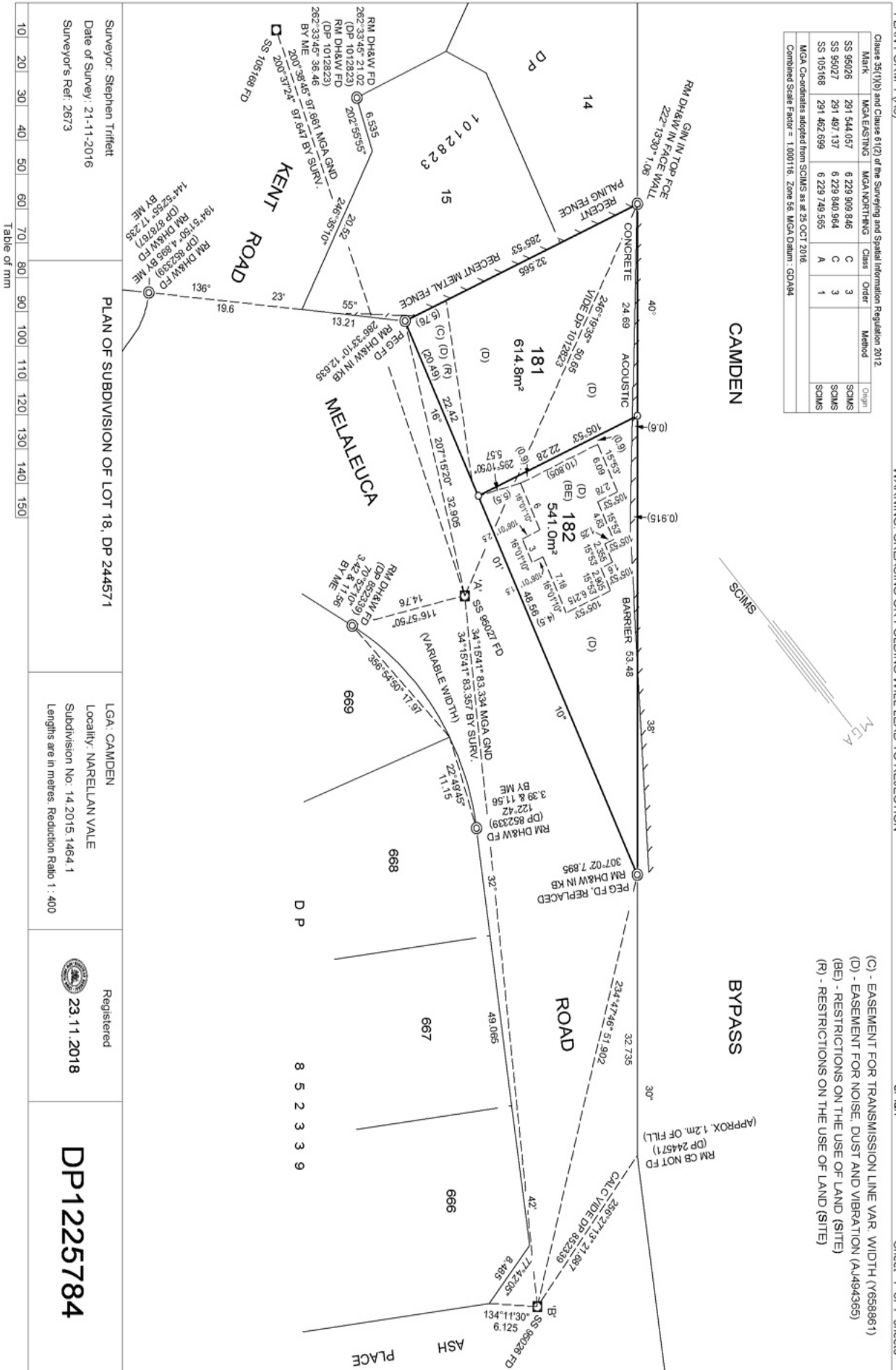


Table of mm

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: Stephen Triffett
 Date of Survey: 21-11-2016
 Surveyor's Ref: 2673

PLAN OF SUBDIVISION OF LOT 18, DP 244571

LGA: CAMDEN
 Locality: NARELLAN VALE
 Subdivision No: 14 2015 1464.1
 Lengths are in metres. Reduction Ratio 1:400


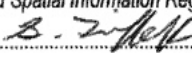
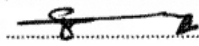
Registered
 23.11.2018

DP1225784

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan


DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
Registered:  23.11.2018 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1225784</div>	
PLAN OF SUBDIVISION OF LOT 18, DP 244571	LGA: CAMDEN Locality: NARELLAN VALE Parish: NARELLAN County: CUMBERLAND	
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, STEPHEN TRIFFETT of 33 Folkes Street, Elderslie, NSW, 2570 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 21-11-2016. *(b) The part of the land shown in the plan (*being/*excluding ^) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: 25-11-2016 Surveyor ID: 2118 Datum Line: 'A' - 'B' Type: URBAN *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	
Subdivision Certificate I, <u>SUGULA MOHAMED</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Camden Council</u> Date of endorsement: <u>17/10/2018</u> Subdivision Certificate number: <u>14.2015.1464.1</u> File number: <u>DA/2015/1464/1</u> *Strike through if inapplicable.		
Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.	Plans used in the preparation of survey. DP 244571 DP 852339 DP 1012823 If space is insufficient continue on PLAN FORM 6A	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 2673	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

<p>Office Use Only</p> <p>Registered:  23.11.2018</p> <p>PLAN OF SUBDIVISION OF LOT 18, DP 244571</p> <p>Subdivision Certificate number: <u>14.2015.1464.1</u></p> <p>Date of Endorsement: <u>17/10/2018</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1225784</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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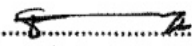
Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to create:

1. Restrictions on the Use of Land
2. Restrictions on the Use of Land
3. Restrictions on the Use of Land
4. Positive Covenant

Lot	Street number	Street name	Street type	Locality
181	40	MELALEUCA	ROAD	NARELLAN VALE
182	38	MELALEUCA	ROAD	NARELLAN VALE

BASSIROLLAH MOHEBBATI ARANY




 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2673

RP 138

STAMP DUTY



TRANSFER
GRANTING EASEMENT **TG**
REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)



Y658861

3	2 of 2	X	R2 2
\$ 91.44			

DESCRIPTION
OF LAND
Note (a)

TRANSFEROR
(registered
proprietor of
servient tenement)
Note (b)

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
Volume 12494 Folio 19 being Folio Identifier 18/244571 being that part which falls within the land shown as site of easement proposed to be acquired for transmission line variable width within DP244571 and shown on attached Plan P11740	
THE COMMISSIONER FOR MAIN ROADS	

Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 1.00
and TRANSFERS and GRANTS an easement for transmission line and
other rights as more fully set forth in the annexure
hereto marked "A".

OFFICE USE ONLY

OVER

TRANSFEREE
(registered
proprietor of
dominant tenement)
Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEREE

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES
Electricity House, Corner Park and Elizabeth Streets, Sydney

PRIOR
ENCUMBRANCES
Note (d)

subject to the following PRIOR ENCUMBRANCES: 1.
2. 3.

D

DATE 9th October 1989

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

EXECUTION
Note (e)

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Brenden David Peace
BRENDEN DAVID PEACE
CLERK
309 CASTLEREAGH STREET, SYDNEY

Robert John Collinson
EXECUTED PURSUANT TO DELEGATION
BOOK 3574 NO 460

Signature of Transferor

Signed In my presence by the transferee who is personally known to me

Signature of Witness

29 MATTHEWS ST. EMU HEIGHTS.
Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

CLERK

Signed for THE ELECTRICITY COMMISSION)
OF NEW SOUTH WALES pursuant to a)
delegation made on 30th September,)
1988 by me ROBERT JOHN COLLINSON,)
MANAGER/PROPERTY AND SURVEY)

Signature of Transferee

TO BE COMPLET-
ED BY LODGING
PARTY
Notes (f)
and (g)

LODGED BY
MARSHALL MARKS,
SOLICITORS, 17TH FLOOR,
111 ELIZABETH STREET,
SYDNEY. N.S.W. 2000
TEL: 232 2000 D.X. 357
Ref:
Delivery Box Number V

LOCATION OF DOCUMENTS

CT OTHER

Herewith.

in L.T.O. with

Produced by

Checked

Passed

REGISTERED - -19

Secondary
Directions

Delivery
Directions

Signed

Extra Fee



7 NOV 1989

OFFICE USE ONLY

B

"A"

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN THE TRANSFER GRANTING
EASEMENT FROM THE COMMISSIONER FOR MAIN ROADS
TO THE ELECTRICITY COMMISSION OF NEW SOUTH WALES

Full and free right, leave, liberty and licence for the transferee, its successors and assigns (being the Crown or a public or local authority constituted by Act of Parliament), its and their servants and all other persons authorised by it or them to act on its or their behalf:-

- (a) to erect, construct, place, inspect, alter, repair, renew, maintain and use through, along and in and remove from the servient tenement overhead electricity transmission mains, wires and cables and the supports therefor (including towers and poles) and other ancillary works for the transmission of electricity and for purposes incidental thereto and to repair, inspect, alter, renew, maintain, use and remove any works of the aforementioned categories as are already erected, constructed or placed in the servient tenement (the ownership of all of which works the transferors hereby acknowledge is vested in the transferee); and
- (b) to cause or permit electricity to flow or be transmitted through and along the said transmission mains, wires and cables; and
- (c) with or without horses, vehicles, plant and equipment to enter and be in the servient tenement for the purpose of exercising any rights granted to it or them hereunder; and
- (d) to cut or trim or lop trees, branches and other growths or foliage exceeding three (3) metres in height which now or at any time hereafter may overhang, encroach or be in or on the servient tenement and which may or may be likely to interfere with any right, leave, liberty or licence granted hereunder.

And the transferors do hereby for themselves, their executors, administrators and assigns as owners for the time being of the servient tenement covenant with the transferee, its said successors and assigns that they will not:-

- (a) do or knowingly suffer to be done any act or thing which may interfere with, injure, damage or destroy the said mains, wires, cables, towers, poles or ancillary works or any of them or obstruct prevent or interfere with the free flow of electricity through and along the said transmission mains, wires and cables; and
- (b) erect or place or permit the erection or placing in or on the servient tenement of any building, structure, plant or apparatus without the permission in writing of the transferee, its said successors or assigns.

Signed for the ELECTRICITY
COMMISSION OF NEW SOUTH WALES
pursuant to a delegation made on
30th September, 1988 by me ROBERT
JOHN ROLLINSON, MANAGER/PROPERTY
AND SURVEY

.....
Signature of Transferor

.....
Signature of Transferee

AMM;TS(S)

Municipality of CAMDEN

B

91A

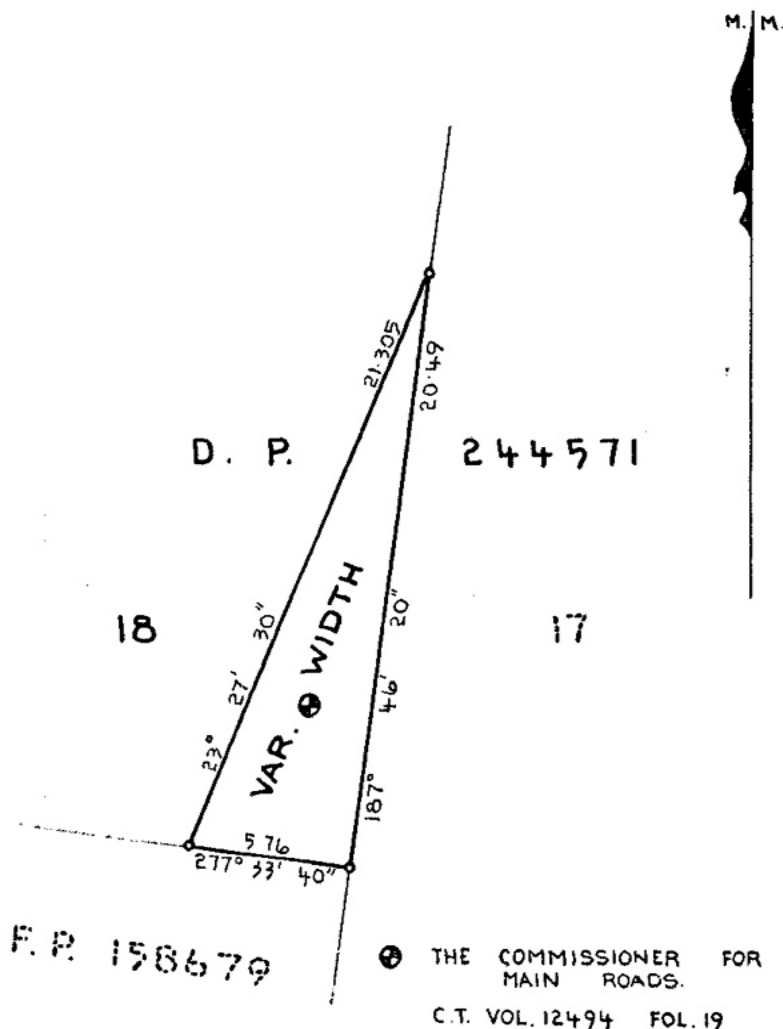
THE ELECTRICITY COMMISSION OF N.S.W.
SYDNEY WEST — NEPEAN
132 KV. TRANSMISSION LINE

PLAN

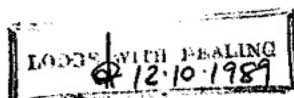
SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE

Parish of NARELLAN County of CUMBERLAND

Scale: 1:200 (ALL LENGTHS IN METRES)



This is Plan P11740 referred to in the Transfer Granting
Easement from the Commissioner of Main Roads to the
Electricity Commission of New South Wales



Date: 13 74

F.N. Book No. 1 FOL. 3-31

W. H. M. M. M.
Surveyor Registered under The Surveyors Act, 1929, as amended

P. 11740

97-11R



REQUEST

Real Property Act 1900



0
251027 4

(A) **STAMP DUTY**

If applicable.

Office of State Revenue use only

(B) **TITLE**

Show no more than 20.

See Annexure attached

(C) **REGISTERED DEALING**

If applicable.

See Annexure attached

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
354L	STATE SEARCH Box A909 Sydney South 2000 REFERENCE (max 15 characters): PE	OVER

(E) **APPLICANT**

PROSPECT ELECTRICITY

(F) **REQUEST**

The Registrar General to record Prospect Electricity as registered proprietor of the easements as defined in the annexure attached, pursuant to Section 78 (1) of the Electricity Commission Act 1950, as notified in New South Wales Government Gazette No. 76 of 3rd June 1994. Dealing No. U.822997

CHECKED BY (office use only)

0433
938
RE16

SYDNEY WEST - NEPEAN 132 KV TRANSMISSION LINE

INDEX	PLAN	LOT	DP/CP	TITLE REF.	DEALING
77	P5280	36	775433	36/775433	J892294
78	P5688	12	785319	12/785319	K815161
		5030	793719	5030/793719	K815161
		5032	793719	5032/793719	K815161
		5033	819963	5033/819963	K815161
		5034	819963	5034/819963	K815161
		251	826411	251/826411	K815161
79	P5930	10	610181	10/610181	K516990
		11	610181	11/610181	K516990
80	P5929	250	826411	250/826411	K815161
		252	826411	252/826411	K815161
81	P5928	26	215520	26/215520	L335631
82	P5927	3	738249	3/738249	K766573
83	P5926	1	354258	AC 15474-98	K325668
84	P5925	27	213330	27/213330	K815161
85	P5687	15	31996	15/31996	Q57948
		16	31996	16/31996	Q57948
91A	P11741	18	244571	18/244571	Y658861
92	P5684	432	830720	432/830720	BK 2806 NO.275
92A	P13009	432	830720	432/830720	GG 14-5-1982 FOL.2105

10-1280

REGISTRATION DIRECTION ANNEXURE

0251027.

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THE FORM.

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
36/775433	UNDR	RY		
	ON	UA		J 892294 Easement now vested in Prospect Electricity.
12/785319				
5030/793719				
5032/793719	UNDR	RY		
5033/819963	ON	UA		K 815161 Easement now vested in Prospect Electricity
5034/819963				
251/826411				
10/610181	UNDR	EA	K 516990	
11/610181	ON	UA		Easement now vested in Prospect Electricity
250/826411	UNDR	RY		
252/826411	ON	UA		K 815161 Easement now vested in Prospect Electricity.
26/215520	UNDR	EA	L 335631	
	ON	UA		Easement now vested in Prospect Electricity
3/738249	UNDR	RY		
	ON	UA		K 766573 Easement now vested in Prospect Electricity
15474-198	UNDR	EA	K 325668	
	ON	UA		Easement now vested in Prospect Electricity
27/213330	UNDR	EA	K 815161	
	ON	UA		Easement now vested in Prospect Electricity
15/31996	UNDR	EA	Q 57948	
16/	ON	UA		Easement now vested in Prospect Electricity

OVER

DO NOT USE BOTH SIDES OF THE FORM.

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
18/244571	UNDR ON	EA UA	Y658861	Easement now vested in Prospect Electricity
432/830720	UNDR ON	EA UA	BK2806 no 275	Easement now vested in Prospect Electricity .
	CT		NOCT	

(G)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900.

DATE16th..May..1995.....

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

Peter S Hopley
.....
Signature of Witness

R.B. SMITH, STATE SEARCH
Authorised Agent for
PROSPECT ELECTRICITY.

.....PETER S. HOPLY.....
Name of Witness (BLOCK LETTERS)

R.B. Smith
.....
Signature of Applicant

.....9..Martin..St.,..Roselands..2196.....
Address of Witness

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of on 19 in the presence of

.....
Signature of Witness

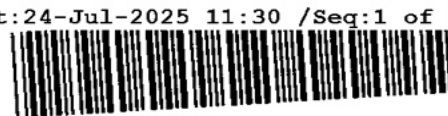
.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Applicant

Form: 01TG
Release: 3-1

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900


AJ494365U

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	Servient Tenement 18/244571		Dominant Tenement Roads and Maritime Services	
(B) LODGED BY	Document Collection Box 556X	Name, Address or DX, Telephone, and Customer Account Number if any ROADS AND MARITIME SERVICES LLPN: 123406G DX 10516 NORTH SYDNEY PH: 8588 5342 Reference: T899		CODE TG
(C) TRANSFEROR	ROADS AND MARITIME SERVICES ABN 76 236 371 088			
(D)	The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants—			
(E) DESCRIPTION OF EASEMENT	Easement for Noise, Dust and Vibration affecting the whole of the land See Annexure "A" for terms of easement out of the servient tenement and appurtenant to the dominant tenement.			
(F)	Encumbrances (if applicable):			
(G) TRANSFeree	ROADS AND MARITIME SERVICES ABN 76 236 371 088			

DATE 13 May 2015

(H) I certify that I am an eligible witness and that an authorised officer of the transferor signed this dealing in my presence.
[See note* below].

Signature of witness:



Name of witness:

Address of witness:

Beverley Joan INGLIS
101 Miller St
NORTH SYDNEY NSW 2060

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:

Authorised officer's name:

Authority of officer:

Signing on behalf of:

Ian Bruce HODSON
BK 4623 NO. 148
Roads & Maritime Ser

MANAGER, LAND INFORMATION & TITLES

I certify that I am an eligible witness and that an authorised officer of the transferee signed this dealing in my presence.
[See note* below].

Signature of witness:



Name of witness:

Address of witness:

Beverley Joan INGLIS
101 Miller St
NORTH SYDNEY NSW 2060

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:

Authorised officer's name:

Authority of officer:

Signing on behalf of:

Ian Bruce HODSON
BK 4623 NO. 148
Roads & Maritime Ser

MANAGER, LAND INFORMATION & TITLES

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

ANNEXURE "A" TO TRANSFER GRANTING EASEMENT

PARTIES: ROADS AND MARITIME SERVICES

Dated: 13 May 2015

1.1 Definitions

For the purposes of this easement:


- (a) **"Authority"** means Roads and Maritime Services, its successors and assigns and, in relation to **clause 1.2(b)**, includes their employees, agents and contractors.
- (b) **"Authority Operations"** includes all undertakings, activities, development and works relating to the construction, maintenance, repair, operation and use of roads (as that term is defined in the *Roads Act 1993*) undertaken by, or on behalf of, the Authority or otherwise by persons authorised by the Authority, including without limitation the carrying out of "road work" and "traffic control work" as defined in the *Roads Act 1993*.
- (c) **"Claim"** includes any claim, allegation, suit, action, demand, cause of action or proceeding of any kind whether or not it arises at law or in any other way.
- (d) **"Cost"** includes:
 - (i) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal cost calculated on a solicitor and own client basis);
 - (ii) damages, losses, injury (whether actual or contingent) suffered or incurred by the Authority;
 - (iii) any fines, penalties, interest or similar item imposed by any legislation.
- (e) **"Easement"** means the easement in gross for noise, dust and vibration the terms of which are provided in **clause 1.2(a)**.
- (f) **"Owner"** includes the registered proprietor, occupier or user of the Servient Tenement, from time to time.
- (g) **"Servient Tenement"** means the whole of the property identified as the servient tenement in this easement.



Ian Bruce HODSON

1.2 Easement for noise, dust and vibration

- (a) The Authority reserves for itself and all persons authorised by the Authority the right to cause such noise, dust and vibration as may arise from:
- (i) the Authority's Operations; or
 - (ii) the use of any classified road (as that term is defined in the *Roads Act 1993*) by any person, which is adjacent to or near the Servient Tenement,
- to be transmitted into, through and across the Servient Tenement.
- (b) For the benefit of the right reserved by the Authority, the Owner covenants with the Authority:
- (i) to waive all rights, powers, privileges and remedies which it might otherwise have against the Authority arising out of the exercise of a right under the Easement;
 - (ii) to release the Authority, to the fullest extent permitted by law, from all and any duty, obligation, liability or Claim incurred or arising in connection with the Authority exercising its rights under the Easement; and
 - (iii) to indemnify the Authority against any loss, damage, Claim, liability or Cost which is suffered or incurred by the Authority arising out of or in connection with the Authority exercising its rights under the Easement.



Ian Bruce HODSON



Form: 13RVP
Release: 3-0

**RESTRICTION ON THE
USE OF LAND VESTED
PRESCRIBED AUTHORITY**

AJ494366S

New South Wales
Section 88D(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

18/244571

(B) **LODGED BY**

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

Roads and Maritime Services
LLPN:123406G DX 10516 North Sydney T:8588 5342

556X

Reference: T899B

CODE

RV

(C) **PRESCRIBED
AUTHORITY**

Roads and Maritime Services
ABN 76 236 371 088

(D) The prescribed authority, being the registered proprietor of the abovementioned land, applies to have a recording made in the Register of a restriction on the use of land affecting that land the terms of which are set out in a true copy of the relevant order dated 13 May 2015 annexed hereto and marked "A" and certifies that no person or corporation has acquired an interest in the land.

DATE 13 May 2015

(E) I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the prescribed authority.

Signature of witness:

Signature of
authorised officer

Name of witness: Beverley Joan INGLIS

Name: Ian Bruce HODSON

Address of witness: 101 Miller Street

Position: Mger, Land Information &

NORTH SYDNEY NSW 2060

Titles Bk 4623 No. 148

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure: "A" to RESTRICTION ON THE USE OF LAND VESTED IN A PRESCRIBED AUTHORITY

Parties:

Roads and Maritime Services

Dated: 13 May 2015

CONVEYANCING ACT 1919

ORDER - SECTION 88D

REGULATION OF THE USE OF LAND AT ~~HOLBROOK~~ IN ~~CREATED UNDER~~ LOCAL GOVERNMENT AREA

Roads and Maritime Services, by this Order under Section 88D of the Conveyancing Act 1919:

1. Imposes the restriction specified in Schedule 1 under on the use of land described in the Schedule 2 under; and
2. Specifies that the land is vested in Roads and Maritime Services, a prescribed authority within the meaning of Section 88D of the Conveyancing Act 1919.

Manager, Land Information & Titles
Roads and Maritime Services

SCHEDULE 1

TERMS OF RESTRICTION ON THE USE OF LAND

The Owner of the land described in schedule 2 hereunder will ensure and procure that all and any Future Development will be carried out and completed employing or otherwise utilising the Mitigation Measures.

For the benefit of the Authority, the Owner of the land described in schedule 2 hereunder:

- i) waives all rights, powers, privileges and remedies which the Owner might otherwise have against the Authority arising out of the Authority not undertaking any Mitigation Measures in relation to or connection with the land described in schedule 2 hereunder or any Existing Improvements;
- (ii) to release the Authority, to the fullest extent permitted by law, from all and any duty, obligation, liability or Claim in connection with the need for the Authority to carry out any Mitigation Measures in relation to or connection with the land described in schedule 2 hereunder or the Existing Improvements; and
- (iii) to indemnify the Authority against any loss, damage, Claim, liability or Cost which is suffered or incurred by the Authority arising out of or in connection with the Authority not undertaking any Mitigation Measures in relation to or in connection with the land described in schedule 2 hereunder or the Existing Improvements.

This restriction of access binds all future owners of the land.



Annexure: "A" to RESTRICTION ON THE USE OF LAND VESTED IN A PRESCRIBED AUTHORITY

Parties:

Roads and Maritime Services

Dated: 13 May 2015

DEFINITIONS

For the purposes of this restriction:

(A) "Approval" means any approval, authorisation, permit, licence, consent, clearance, certification, exemption or the like which is required to be issued by or obtained from a Government Agency in relation to or connection with the of the land described in schedule 2 hereunder or the Existing Improvements.

(B) "Authority" means the transferor, its successors and assigns and, in relation to clause 1.2(b), includes their employees, agents and contractors.

(C) "Claim" includes any claim, allegation, suit, action, demand, cause of action or proceeding of any kind whether or not it arises at law or in any other way.

(D) "Cost" includes:

- (i) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal cost calculated on a solicitor and own client basis);
- (ii) damages, losses, injury (whether actual or contingent) suffered or incurred by the Authority;
- (iii) any fines, penalties, interest or similar item imposed by any legislation.

(E) "Existing Improvements" means the improvements erected and located on the land described in schedule 2 hereunder as at the date of the transfer from the transferor to the transferee.

(F) "Future Development" includes any development, improvement, reconstruction, repair, renovation, refurbishment or other works on or in connection with the land described in schedule 2 hereunder or the Existing Improvements which requires the issuing or the obtaining of an Approval.

(G) "Government Agency" means any federal, state or local government, semi-government, quasi government or other body or authority statutory or otherwise, including any court or tribunal.

(H) "Mitigation Measures" means all reasonably practical measures as may be used to mitigate, reduce or otherwise minimise the effect, on the land described in schedule 2 hereunder, of any noise, dust and vibration as may arise from:

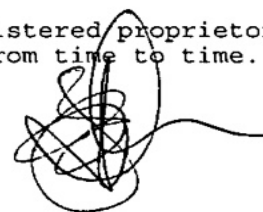
- (i) the Authority's Operations; or
- (ii) the use of any classified road (as that term is defined in the Roads Act 1993) by any person, which is adjacent to or near the land described in schedule 2 hereunder,

including (without limitation):

- (iii) the use of noise and vibration suppression building materials; and
- (iv) dust and particulate exclusion devices,

in compliance with any applicable Approvals, laws and requirements of any Government Agency.

(I) "Owner" includes the transferee and any other registered proprietor, occupier or user of the land described in schedule 2 hereunder, from time to time.



Annexure: **"A"** to RESTRICTION ON THE USE OF LAND VESTED IN A PRESCRIBED AUTHORITY

Parties:

Roads and Maritime Services

Dated: 13 May 2015

SCHEDULE 2

All that piece or parcel of land being the whole of the land in lot 18 in Deposited Plan 244571.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Form: 13RVP
Release: 30

**RESTRICTION ON THE
USE OF LAND VESTED
PRESCRIBED AUTHORITY**



AJ499240P

New South Wales
Section 88D(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

18/244571

(B) **LODGED BY**

Document
Collection
Box

556X

Name, Address or DX, Telephone, and Customer Account Number if any

Roads and Maritime Services

LLPN: 123406G DX 10516 North Sydney Ph: 8588 5342

Reference: T899A

CODE

RV

(C) **PRESCRIBED
AUTHORITY**

ROADS AND MARITIME SERVICES
ABN 76 236 371 088

(D) The prescribed authority, being the registered proprietor of the abovementioned land, applies to have a recording made in the Register of a restriction on the use of land affecting that land the terms of which are set out in a true copy of the relevant order dated 13 May 2015 annexed hereto and marked "A" and certifies that no person or corporation has acquired an interest in the land.

DATE 13 May 2015

(E) I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the prescribed authority.

Signature of witness:

Signature of
authorised officer:

Name of witness: Beverley Joan INGLIS

Name: Ian Bruce HODSON

Address of witness: 101 Miller St.

Position: Manager Land Inform &

NORTH SYDNEY NSW 2060

Titles, Book 4623 No.148

Annexure "A" to RESTRICTION ON THE USE OF LAND VESTED IN A PRESCRIBED
AUTHORITY

Parties: ROADS AND MARITIME SERVICES

Dated: 13 May 2015

CONVEYANCING ACT 1919

ORDER – SECTION 88D(3)

REGULATION OF THE USE OF LAND AT NARELLAN IN CAMDEN LOCAL
GOVERNMENT AREA

The Roads and Maritime Services, by this Order under Section 88D of the Conveyancing Act 1919:

1. No means of access shall be constructed or allowed to be constructed to or from the land the subject of this restriction to the Narellan Road adjoining the land the subject of this restriction and no part or parts of the said land shall be used as a means of access to or from the Narellan Road without the written consent of the prescribed authority (which consent may be revoked at any time at its discretion and without compensation).
2. This restriction of access binds all future owners of the land.



Manager Land Information & Titles
Roads and Maritime Services
Book 4623 No. 148

SCHEDULE OF LAND SUBJECT OF THIS RESTRICTION

All that piece or parcel of land being the whole of the land in lot 18 in Deposited Plan 244571.

Instrument setting out terms of Restrictions on the Use of Land and Positive Covenant intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in metres

DP1225784

(Sheet 1 of 3 sheets)

Plan: Plan of Subdivision of Lot 18 in DP 244571 covered by Subdivision Certificate No. 14.2015.1464.1

Full name and address ~~Steven MANZO~~ and Bassirollah Mohebbati ARANY
of the owner of the land: 26 Alpha Road, Camden, NSW, 2570

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Restrictions on the Use of Land	Lot 182	Camden Council
2.	Restrictions on the Use of Land	Lots 181 & 182	Camden Council
3.	Restrictions on the Use of Land	Lot 181	Camden Council
4.	Positive Covenant	Lots 181 & 182	Camden Council

Part 2 (Terms)

1. Terms of Restrictions on the Use Of Land numbered 1. in the Plan :

The ground floor walls of any dwelling or ancillary building shall be erected or permitted to remain on the land hereby burdened only within the area delineated (BE) on the above mentioned plan.

2. Terms of Restrictions on the Use Of Land numbered 2. in the Plan :


The burdened lots shall not be developed other than in accordance with the approved acoustic report titled "Acoustic review of subdivision 38 Melaleuca Road, Narellan Vale" prepared by Acouras Consultancy, dated 31 August 2016 final, ref: SYD2016-1043 R002A.

3. Terms of Restrictions on the Use Of Land numbered 3. in the Plan :

No part of any future building or structure erected on the burdened lot is to encroach within the area designated (R) in the Plan, being the site of the existing Easement for Transmission Line. This includes any eaves and gutter, or any other projection from the front wall of the proposed dwelling on Lot 181.

4. Positive Covenant numbered 4. In the Plan :

- (a) The walls, roof, windows and doors of any dwelling erected on the burdened lot are to incorporate the construction requirements identified in table 5 and 6 of the acoustic report


Council Authorised Person

Instrument setting out terms of Restrictions on the Use of Land and Positive Covenant intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

DP1225784

(Sheet 2 of 3 sheets)

Plan: Plan of Subdivision of Lot 18 in DP 244571

titled "Acoustic review of subdivision 38 Melaleuca Road, Narellan Vale" prepared by Acouras Consultancy, dated 31 August 2016 final, ref: SYD2016-1043 R002A.

- (b) As required by acoustic report titled "Acoustic review of subdivision 38 Melaleuca Road, Narellan Vale" prepared by Acouras Consultancy, dated 31 August 2016 final, ref: SYD2016-1043 R002A, rooms require windows and doors to be closed and sealed to meet internal noise criteria. The provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the Building Code of Australia (BCA) will need to be provided to ensure fresh airflow inside the building. Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved shall be required.
- (c) The location and ground heights of the principal private open space areas shall be in accordance with Figure 1 – Site Plan of the letter dated 2 September 2016 from Acouras Consultancy reference SYD2016-1043 R002A.
- (d) A 2.5m. high lapped and capped timber fence shall be constructed on the boundary between Lot 181 and Lot 182 in accordance with Figure 1 – Site Plan of the letter dated 2 September 2016 from Acouras Consultancy reference SYD2016-1043 R002A.

Name of Authority whose consent is required to release, vary or modify Restrictions on the Use of Land numbered 1., 2. and 3 and Positive Covenant numbered 4. in the Plan:-

Camden Council

Signed in my presence by ~~Steven MANZO~~

and by Bassirollah Mohebbati ARANY

is
who ~~are~~ personally known to me.....

Witness (signature)

STEPHEN TRIFFETT

33 FOLKES STREET, ELDERSLIE, NSW, 2570

LAND SURVEYOR

Name, address and occupation of Witness

.....
Council Authorised Person

(Sheet 3 of 3 sheets)

Plan: Plan of Subdivision of Lot 18 in DP 244571

DP1225784

Execution by Camden Council:

Signature: [Signature]

Signed by: SUGUL MOHAMED

Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.

Authority of Officer: Team Leader Engineering Certification

Witness Signature: [Signature]

Name of Witness: ARSH KAURA

Address of Witness: 70 CENTRAL AVE
ORAN PARK 2570

Approved by Camden Council

[Signature]
Authorised Person

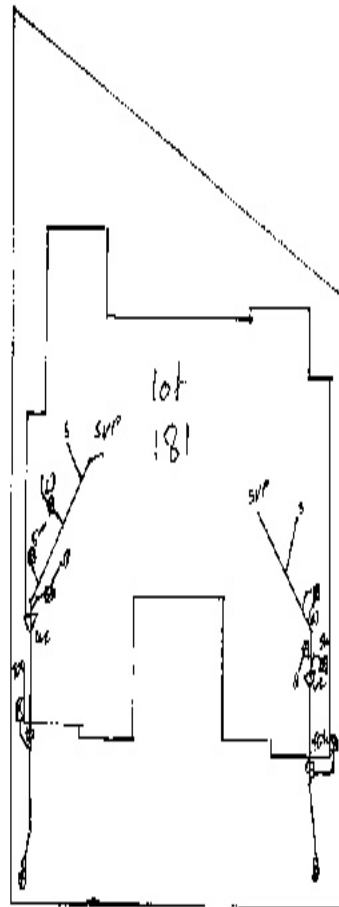
REGISTERED



23.11.2018

Sewer Service Diagram

Application Number: 8004487944



melaleuca Road

SEWER SERVICE DIAGRAM

Lot No 181 DP No. 1225784 House No 920
 Street melaleuca Road
 SUBURB OF Narellan Vale
 LGA Camden Council
 Licence No 2670706
 SCALE 1:100 SSD No. _____
 Now! COC No AA20222636 Date 3/10/23

Boundary Top	APV Air Admittance Valve	RS Street	OT Manhole
Inspection Shaft	K Saddle	LI Trench (Linear)	PI Pit
Inspection Opening	Edh Edh Valve	WD Water Clock	II Grease Interceptor
SOB Sully	Wt Well	WV Vent Pipe	P Pump Unit
PI Pit	CO Clean Out	WV Waste Stack	CS Single Treatment System
Valve Junction	FW Fire Water Supply	WV Waste Vent Pipe	RV Relief Valve
Block Junction	Shr Shutter	WV Vent Pipe	CP Coupled Port
On Back Junction	S Shift (Kick-out)	IPXP Inverted Pipe Under Hop	FW Frazzles (Jokers, drain port)

Signature: _____

- NOTES:
- This diagram was supplied by the plumber/contractor whose licence number appears above.
 - It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
 - Any underdashed lines denote the assumed (not verified) position of private sewerage services.
 - Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 8.1 and Part 1 of the Sewer Service Diagram Requirements document.

© State of New South Wales through NSW Fair Trading April 2014

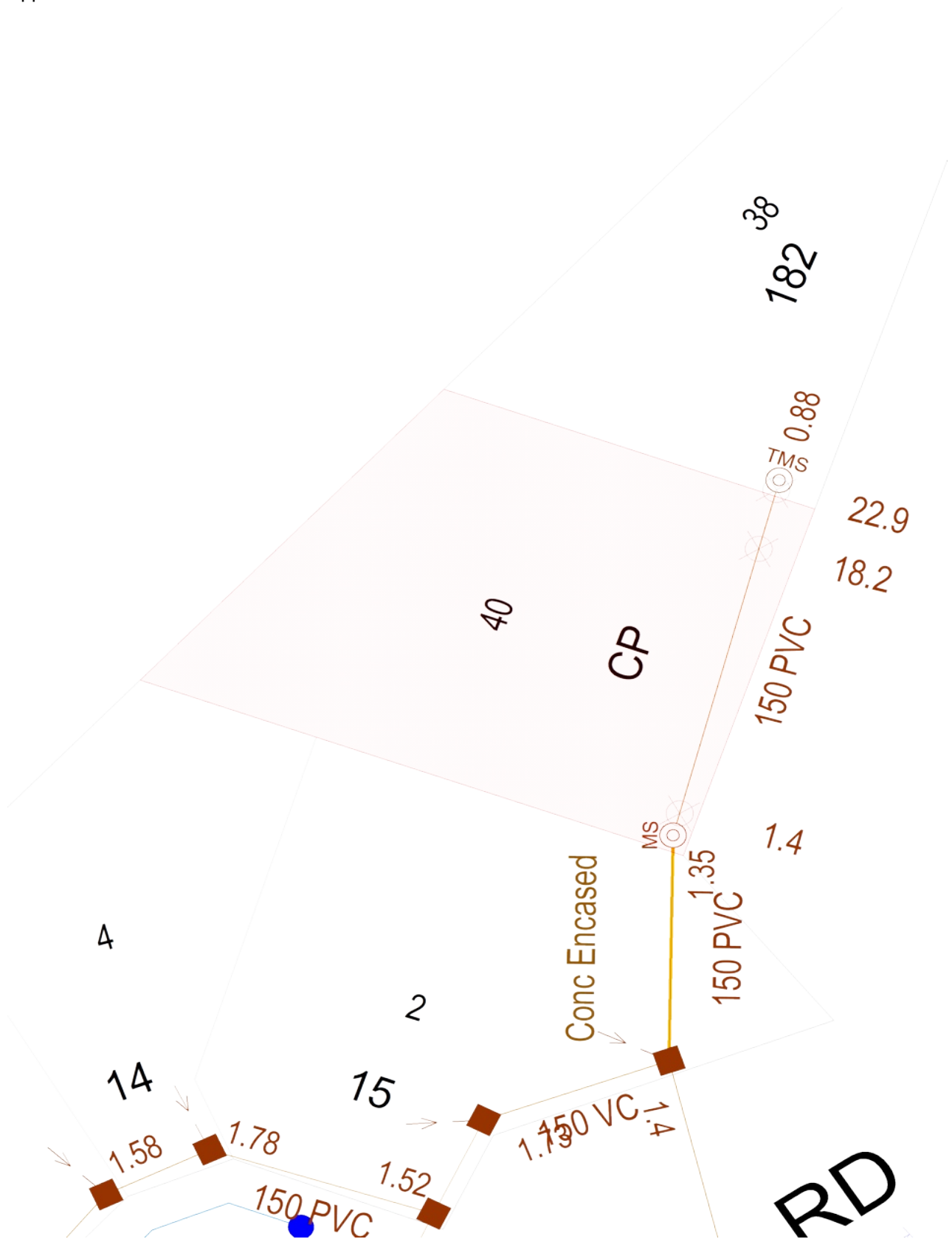
Document generated at 24-07-2025 11:41:54 AM

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: 8004487943



Document generated at 24-07-2025 11:41:50 AM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
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**.



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

APPLICANT: InfoTrack Pty Ltd
135 King Street
NSW 2000

Certificate number: 20234640
Reference number: 1328053
Certificate issue date: 24/07/2025
Certificate fee: \$71.00
Applicant's reference: 25080
Property number: 1193561
Applicant's email: ecertificates@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 1 SP: 106577
Address: **40B Melaleuca Road NARELLAN VALE 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.

No response required

(3) In this section—

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

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

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

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

LAND SLIP

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

BUSH FIRE

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

TIDAL INUNDATION



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

SUBSIDENCE

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

ACID SULFATE SOILS

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

CONTAMINATION

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

AIRCRAFT NOISE

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

SALINITY

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

COASTAL HAZARDS

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

SEA LEVEL RISE

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

11 BUSH FIRE PRONE LAND



(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

No.

12 LOOSE-FILL ASBESTOS INSULATION

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

No.

13 MINE SUBSIDENCE

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

No.

14 PAPER SUBDIVISION INFORMATION

(1) The name of a development plan adopted by a relevant authority that—

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

(2) The date of a subdivision order that applies to the land.

(3) Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Act, Schedule 7.

Not Applicable

15 PROPERTY VEGETATION PLANS

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

No.

16 BIODIVERSITY STEWARDSHIP SITES



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

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

No.

17 BIODIVERSITY CERTIFIED LAND

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

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

No.

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

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

Not Applicable.

20 WESTERN SYDNEY AEROTROPOLIS

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

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,

No.

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

No.

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

No.



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

No.

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

No.

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

(1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

No.

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

No.

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

No.

(4) In this section—

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

23 WATER OR SEWERAGE SERVICES



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

Not applicable.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
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 (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 and recorded as the owner of the Property on the strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
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 outgoing 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 and the common property is available, that there are no encroachments by or upon the Property or the common property.
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. In respect of the Property and the common property:
 - (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 Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

45. 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

46. 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.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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.



HBCF22046332-2

Certificate details

Certificate
Home Building Compensation

Certificate number
HBCF22046332-2

Issued
15 Aug 2022

Insured work

Description
New Multiple Dwellings Construction (<= 3 storeys)

Principal contractor

Name
Samaro Homes Pty Ltd

Address
10-12 View Street, Camden, NSW 2570

Related licence(s)
Contractor Licence - 241811C
Expiry date: 1 Nov 2026

Insurer

Name
iCare HBCF

Contact
(02) 8378 0560

Email

enquiries.hbcf@icare.nsw.gov.au

Website

<https://www.icare.nsw.gov.au/>

Property details

Site Address

40 melaleuca rd, narellan vale, nsw 2567

DP number

No data

Lot number

No data

Latitude

-34.051549

Longitude

150.740779

Claims paid

No claims paid for this certificate.



For more information, contact:

State Insurance Regulatory Authority

- ☒ Find out more about [Home Building Compensation](#)
- ☒ Email contact@sira.nsw.gov.au or call [13 10 50](tel:131050).
- ☒ [Helpful links for you](#)

Disclaimer

Please note that **some insurance records may be unable to be found in the register, or be attributed to the wrong property, or may include errors or incomplete information.**

The register contains information about insurance records that the State Insurance Regulatory Authority (SIRA) is required to maintain under section 102A of the Home Building Act 1989.

SIRA strongly recommends verifying whether a property has HBC coverage and insurance details by contacting the **icare HBCF Customer Support Team** either at enquiries.hbcf@icare.nsw.gov.au or on **(02) 8378 0560**.

The information published in the register is supplied to SIRA by third party providers of insurance or alternative indemnity products. For this reason, SIRA makes no representations or warranties about its accuracy, currency, or completeness. The errors or incomplete information on the register may appear because of reasons such as:

- a person entering into a contract of insurance has failed to provide complete and accurate information about the work's location or address, description of the work, or the correct identity of the person that is the principal contractor, or has entered information into the wrong field of an application form for insurance.

- some insurance may be purchased before subdivision of the land, or registration of a strata or community title plan, so that dwellings are not assigned correct unit/lot numbers or a street address. This is more likely to be in case of new developments, and in some cases, where the information is not updated after the work is completed.
- errors in transmission or problems with the digital systems of the insurer or SIRA.

Consequently, to the extent permitted by law, SIRA, the NSW Self Insurance Corporation, Insurance and Care NSW, and the Crown in right of New South Wales disclaim all responsibility and all liability (including, but not limited to, liability by reason of negligence) for all expenses, losses, damages and costs which might incur as a result of using information in the register, or for it being inaccurate or incomplete in any way, and for any reason. Further, because the information provided about a contract comes from homeowners, builders, or insurance intermediaries, SIRA does not represent or warrant that the scope of work covered by any policy listed is the same as the work done in the contract insured. SIRA cannot guarantee a policy will respond to a particular defect or loss claimed.

We pay respect to the Traditional Custodians and First Peoples of NSW, and acknowledge their continued connection to their country and culture.

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