


# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Murray Kennedy Real Estate</b> <b>4 Somerset Avenue, Narellan NSW 2567</b> <b>Email: mk@murraykennedy.com.au</b>	<b>Phone: 4648 0600</b> <b>Ref: Murray Kennedy</b>
co-agent		
vendor	<b>Geoffrey John Griffiths and Leanne Margaret Griffiths</b>	
vendor's solicitor		<b>Phone: (02) 8315 3118</b> <b>Address: PO Box 6206</b> <b>Norwest NSW 2153</b> <b>Email: <a href="mailto:jenniferg@dottandcrossitt.com.au">jenniferg@dottandcrossitt.com.au</a></b> <b>Ref: JQ:AS:2515472 NSW</b>
date for completion	<b>42nd day after the contract date</b> (clause 15)	
land (address, plan details and title reference)	<b>22 Moonstone Place, Eagle Vale NSW 2558</b> <b>Lot 12 in Deposited Plan 837055</b> <b>Folio Identifier 12/837055</b>	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

## SIGNING PAGE

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

### Choices

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

☐ NO ☐ yes

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

**Manual transaction** (clause 30)

☒ NO ☐ yes

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

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

**Land tax** is adjustable

☒ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

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

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

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

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

### *GSTRW payment* (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

22 MOONSTONE PL EAGLE VALE NSW 2558

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## SECTION 66W CERTIFICATE

I, ..... of  
..... certify as follows:

1. I am a Licensed Conveyancer or Solicitor currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 22 Moonstone Place, Eagle Vale, NSW, 2558, from **Geoffrey John Griffiths AND Leanne Margaret Griffiths** to  
.....  
..... in order that there is no cooling off period in relation to that Contract.
3. I do not act for **Geoffrey John Griffiths AND Leanne Margaret Griffiths** and am not employed in the legal practice of a solicitor acting for **Geoffrey John Griffiths AND Leanne Margaret Griffiths** nor am I a member or employee of a firm of which a Solicitor acting for **Geoffrey John Griffiths AND Leanne Margaret Griffiths** is a member or employee.
4. I have explained to  
.....  
.....:
  - (a) The effect of the Contract for the purchase of that property;
  - (b) The nature of this Certificate; and
  - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: \_\_\_\_\_

\_\_\_\_\_  
.....  
Licensed Conveyancer / Solicitor

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**These are the special conditions to the contract for the sale of 22 Moonstone Place, Eagle Vale, NSW, 2558**

**BETWEEN**      **Geoffrey John Griffiths AND Leanne Margaret Griffiths**      **(Vendor)**

**AND**      **(Purchaser)**

**1. Notice to complete**

- (a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time after 4:00 pm on the Completion date to serve a notice to complete, requiring the other to complete on a date which is no less than 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- (b) Despite any other provision of this contract, if the Purchaser fails to complete this contract and a notice to complete is served by the Vendor's solicitor then the Purchaser shall be liable for the Vendor's legal costs for preparation and service of the notice to complete in the agreed sum of \$330.00 (inclusive of GST). The Purchaser acknowledges that payment of such sum on or before completion is an essential condition of this contract.
- (c) A party may withdraw a Notice to Complete by giving written notice of the same to the person on whom it was served on.

## 2. Purchaser acknowledgments

The purchaser acknowledges that they are purchasing the property and its improvements:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.  
The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

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In particular and without limitation to the above, the Vendor has not made and does not make any warranty as to the state of repair or condition of the inclusions and the Purchaser shall accept them in their state of repair and condition at the date of this contract. The Vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear to the furnishings and chattels (if any) occurring after the date of the contract. The Purchaser shall not call upon the Vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.

### **3. Liquidated Damages**

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If for any reason whatsoever, other than default of the vendor, completion of this contract does not take place on or before the date nominated in this contract, then on completion the purchaser must pay the vendor the following amounts:

(a) interest on the balance purchase price at the rate of 10% per annum. The interest is to be computed from but excluding the completion date to and including the actual date of completion calculated on a daily basis; and

(b) the sum of \$ 330.00 (incl GST) to cover additional legal costs and other expenses incurred as a consequence of the purchasers delay;

and these sums are agreed as genuine pre-estimates of the additional expense that will be incurred by the vendor as a result of the purchaser's default, and same are agreed to be allowed upon completion by the purchaser and this clause is acknowledged by the purchaser as an essential term of the contract.

### **4. Purchaser indemnity**

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The purchaser acknowledges that the vendor may enter into a contract for the purchase of real estate or other legal obligation based on the vendor's reliance on the purchaser's performance of this contract and that it will suffer damages if the purchaser does not complete this contract on the date for completion or does not proceed to completion.

The purchaser indemnifies the vendor against any liability or loss arising from and any costs or charges including legal costs incurred by the vendor, as a result of or in connection with the purchaser's default under this contract or a breach of warranty by the purchaser.

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**5. Agent**

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The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**6. Purchaser Warranty**

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The Purchaser warrants that it does not rely on any statement, representation or warranty made by or on behalf of the Vendor in relation to the property.

The Purchaser relies on its own inspection and enquiries and has sought legal advice and is satisfied as to its obligations under this contract.

**7. Entire Agreement**

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The Purchaser acknowledges that this contract for sale constitutes the entire agreement between the parties in this matter. The parties agree that there are no other conditions, warranties or agreements other than those explicitly stated and contained in this contract for sale.

**8. Adjustments**

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Each party agrees that if on completion an apportionment of outgoings required to be made under the contract is overlooked or incorrectly calculated, he will forthwith upon being so requested by the other party make the correct calculations and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

Should any amounts owing under this clause not be paid on demand, then the party owed those amounts make seek to recover them in the Local Court of New South Wales, in relation to which both parties hereby submit to that jurisdiction for that purpose.

**9. Release of deposit for payment of a deposit and stamp duty**

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The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors (or any of them) such part of the deposit moneys as the vendors (or any of them) shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate (including an ingoing contribution for a retirement village lease) that the vendors (or any of them) negotiate to purchase between the date hereof and the date of settlement hereof.

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**10. Release of deposit if required at settlement**

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If the vendor requires the deposit to be available on completion the purchaser authorises the depositholder to make available the deposit, or so much as may be required by the vendor, in readiness for settlement for the purpose of releasing the property from any mortgage, charge or other encumbrance secured over the property or for the purpose of effecting completion of the vendor's purchase of another property.

**11. Amendments to the printed form**

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The Vendor and the Purchaser agree that the provisions of the printed form of the contract are amended as follows:

- (a) Clause 1 –
    - (i) definition of "work order"- after "order" insert "in writing issued by a competent authority";
    - (ii) definition of "settlement cheque" - replace with: "an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque";
  - (b) Clause 4 should be amended as follows:-
    - (i) Clause 4.2 is amended by inserting the words "and settlement takes place on the due date" after the words "manual transaction" on the 2nd line.
    - (ii) Clause 4.7.2 is amended by inserting the words "and ensure that the transfer is prepared and able to be signed by the vendor at least 14 days prior to settlement" at the end of the sentence.
  - (c) Clause 5.2.3 – replace "a reasonable time" with "21 days after the date of this contract";
  - (d) Clause 6.2 - deleted;
  - (e) Clause 7.1.1 - "5%" is deleted and replaced with "2% ";
  - (f) Clause 7.2.1 – replace "10%" with "\$10,000";
  - (g) Clause 7.2.2 – deleted;
  - (h) Clause 10.1.1 - insert "or any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulations of that Act.";
  - (i) Clause 10.1.8 and 10.1.9:
    - (i) replace "substance" with "existence"; and
    - (ii) replace "disclosed" with "noted"; and
    - (iii) insert the following at the end of clause 10.1: "For the purposes of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction."
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- (j) Clause 12.1 and 12.2 – deleted;
  - (k) Clause 14.2.2 - is amended by deleting the words “at least 1 business days before the completion date” and inserting in its place “at least 2 hours prior to the completion time”.
  - (l) Clause 14.4.2 – deleted;
  - (m) Clause 30.7 – delete all words after “NSW”;
  - (n) Clause 30.11 – deleted;
  - (o) Clauses 23.13-23.14: delete and replace with “the purchaser shall be responsible for obtaining an Information Certificate at its own expense.”
  - (p) Clause 25 – deleted;
  - (q) Clause 31.2 – deleted.

## **12. Requisitions on title**

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The Purchaser agrees that the only form of general requisitions on title the Purchaser may make pursuant to clause 5 shall be the Requisitions on Title annexed hereto and marked “B”.

## **13. Guarantee**

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In the event that the Purchaser being a company and in consideration of the Vendor entering into this contract with the Purchaser, the director(s) of the Purchaser (‘the **Guarantor**’) jointly and severally hereby guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and hereby indemnifies the Vendor from and against all damages including losses and liabilities resulting from any failure by the Purchaser to perform or observe its obligations in this contract. This guarantee will be a continuing guarantee and will not be prejudiced or discharged by any waiver by the vendor and will be deemed to constitute a principal obligation between the Guarantor and the Vendor.

The Deed of Guarantee and Indemnity annexed hereto and marked “A” forms part of this contract (‘the **Guarantee**’), the benefit of which will endure to the vendor notwithstanding completion of this contract. The Purchaser must deliver to the Vendor on the date of this contract the Guarantee duly executed by two of the directors or principal shareholders of the purchaser company.

## **14. Conveyancer’s alterations**

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Notwithstanding any rule of law or equity to the contrary, each party authorises the conveyancer/solicitor, or any employee of such conveyancer/solicitor to make any alterations to this contract after it is signed by such party but prior to the making of this Contract, and any such alterations shall be binding on the party so authorising.

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**15. No additional information**

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The Purchaser acknowledges that all information of the type referred to in Clause 30.3 is set out in this contract and the Purchaser by execution of this contract will be deemed to have waived the necessity for any additional information of that type to be served on the purchaser by the Vendor.

**16. DEPOSIT & "COOLING OFF" PERIOD**

---

This clause does not apply in cases where "cooling off" rights are excluded by law, such as sales by auction. In the event that the purchaser: -

- a. has failed to give the vendor a certificate in accordance with s.66W Conveyancing Act, 1919, and
- b. has partly paid the deposit by at least 0.25 % of the price and has done so by way of cash or bank cheque,

the purchaser must supply the balance of the deposit before expiry of the "cooling off" period prescribed by law (normally 5 business days after date of making of this contract unless extended by mutual agreement - refer to the notice in this contract "**COOLING OFF PERIOD (PURCHASER'S RIGHTS)**"), and in that respect time will be of the essence.

**17. Exchange on less than 10% deposit**

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If the purchaser has requested to pay a sum equal to 5% of the purchase price on exchange and the vendor or its representative have agreed to that request in writing prior to exchange, then the following condition applies: The deposit payable is the full 10% but the vendor has agreed to allow the purchaser to only pay part of the deposit at the time of exchange, being an amount equal to 5% of the purchase price. The remaining 5% deposit is payable upon demand by the vendor but such demand shall not be made prior to the scheduled settlement date.

NB: The full 10% deposit is to be inserted on the front page of the contract.

**18. Christmas/New Year Closure Period**

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Notwithstanding the Completion Date on the front page of the Contract, the parties agree settlement shall not be required to take place between 19 December 2025 and 12 January 2026 (inclusive) ("Christmas Closure Period").

(a) In the event that any event, notice or condition becomes due during the Christmas Closure Period, then the parties agree that the event, notice or condition will be deemed to occur on 13 January 2026.

(b) If Completion was due to take place prior to the Christmas Closure Period and completion is delayed solely as a result of the Purchaser's default, then interest will be payable by the Purchaser in accordance with these Special Conditions.

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**19. Agreed Cooling Off Arrangement**

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- (a) The Vendor agrees to grant to the Purchaser a “cooling off” period which expires at 5.00 pm on tenth business day after the date of the contract.
- (b) The parties agree that the deposit can be paid to the depositholder as follows:
  - (i) a. on the contract date - an amount equal to 0.25% of the purchase price;  
and
  - (ii) b. before expiration of the “cooling off” period – an amount equal to 9.75% of the purchase price.

**20. Execution via DocuSign**

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The parties agree that this contract may be executed digitally using software such as DocuSign or a similar application. Should the parties proceed to exchange in this method, the parties agree that the contracts may not necessarily be signed in counterpart but that both signatures may appear be inserted on the front page or other execution page (as the case may be) and that the single document shall comprise the exchanged contract. Further the parties agree that if the contract is exchanged in this method, no 'original' physical contract is required to be sent via post following exchange. However the parties may require a Certificate of Completion as generated by the software application as confirmation of exchange.

**21. Order on the Agent**

---

It is an essential term of this contract that the Purchaser must provide to the Vendor one (1) day prior to completion, an authority in writing to the deposit holder for the release of the deposit. The authority will be held in escrow by the solicitor or conveyancer for the Vendor until settlement is affected.

**22. Purchaser not prohibited from purchasing Australian property**

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Each purchaser represents and warrants to the vendor that they are either an Australian citizen or a permanent resident of Australia who is not prohibited from purchasing Australian property following the announcement by the Treasurer and Housing Minister on 16 February 2025 of a two year ban on foreign citizens buying property in Australia.

- 23.** These Special Conditions prevail where an inconsistency exists between the Printed Terms of the Contract and these Special Conditions.
-

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## ANNEXURE "A" TO SPECIAL CONDITIONS

### 1. **Guarantee for Corporate Purchaser**

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In consideration of the vendor contracting with the corporate purchaser

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

<b>SIGNED</b> by	)	.....
the Guarantors in the presence of:		Signature

.....  
Signature of Witness

.....  
Print Name of Witness

---

**ANNEXURE “B” TO SPECIAL CONDITIONS – REQUISITIONS ON TITLE**

*[See overleaf]*

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## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Geoffrey John Griffiths AND Leanne Margaret Griffiths**  
Purchaser:  
Property: **22 Moonstone Place, Eagle Vale, NSW, 2558**

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### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

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

### Adjustments

11. All 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 is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the Local Government Act, 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? 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 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.



- 
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the 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 reason for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations**
20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchase at least 7 days prior to completion.
27. 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.
28. 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.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. 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 completion date.
-



FOLIO: 12/837055

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SEARCH DATE	TIME	EDITION NO	DATE
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11/8/2025	6:25 PM	4	15/9/2018

LAND

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LOT 12 IN DEPOSITED PLAN 837055  
AT EAGLE VALE  
LOCAL GOVERNMENT AREA CAMPBELLTOWN  
PARISH OF ST PETER COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP837055

FIRST SCHEDULE

-----

GEOFFREY JOHN GRIFFITHS  
LEANNE MARGARET GRIFFITHS  
AS JOINT TENANTS

SECOND SCHEDULE (7 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 2 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE MEMORANDUM S700000A
- 3 DP261630 RESTRICTION(S) ON THE USE OF LAND
- 4 DP261630 EASEMENT TO DRAIN WATER 1.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP837055 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP837055 EASEMENT TO DRAIN WATER 1.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 AA947283 MORTGAGE TO COMMUNITY FIRST CREDIT UNION LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

2515472 NSW...

PRINTED ON 11/8/2025



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PERSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

**Lengths are in metres**

**(Sheet 1 of 3 Sheets)**

**PART 1**

**DP 837055**

Plan of Subdivision of lots 4279,4301  
and 4302 D.P. 261630 and lots 1,2 and  
3 D.P. 820887.

**Full name and address of  
proprietors of the land.**

Geoffrey John Griffiths  
Leanne Margaret Griffiths  
22 Moonstone Place, Eagle Vale.

Stephen John Rugless  
24 Moonstone Place, Eagle Vale.

Diane Merryl Wineberg  
21 Graphite Place, Eagle Vale.

**1. Identity of easement  
firstly referred to in  
abovementioned plan.**

Easement to drain water 2.5 wide

**Schedule of lots affected**

**Lots burdened**

**Name of Authority benefited.**

12,13 and 14

Campbelltown City Council

**2. Identity of easement  
Secondly referred to in  
abovementioned plan**

Easement to drain water 1.5 wide

**Schedule of lots affected.**

**Lot burdened**

**Lots benefited.**

12

4299 D.P. 261630 (F.I. 4299/261630),  
4300 D.P. 261630 (F.I. 4300/261630)

**NAME OF AUTHORITY** whose consent is required to release vary or modify the  
Easement to Drain Water secondly referred to in the abovementioned plan.

**CAMPBELLTOWN CITY COUNCIL**

**3. Identity of easement  
thirdly referred to in  
abovementioned plan.**

Easement for Electricity Purposes  
2.75 wide and variable

**Schedule of lots affected.**

**Lot burdened**

**Name of Authority benefited.**

14

Prospect County Council

**4. Identity of easement  
fourthly referred to in  
abovementioned plan.**

Easement for underground mains 1 wide

**Schedule of lots affected.**

**Lots burdened**

**Name of Authority benefited.**

13 and 14

Prospect County Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 2 of 3 Sheets)

**DP 837055**

Plan of Subdivision of lots 4279,4301  
and 4302 D.P. 261630 and lots 1,2 and  
3 D.P. 820887.

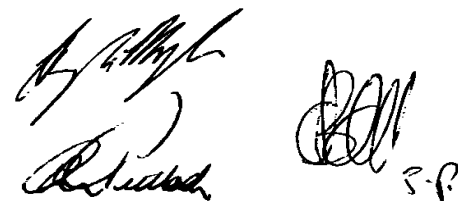
PART 2

3. Terms of Easement for Electricity Purposes Thirdly referred to in  
abovementioned plan.

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains, wires and cables) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by the Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things provided that The Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

4. Terms of Easement for Underground Mains Fourthly referred to in  
abovementioned plan.

An easement for the transmission of electricity with full and free right, leave, liberty and licence for the Council and its successors to erect, construct, place, repair, renew, maintain, use and remove underground electricity transmission mains, wires, cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains, wires and cables and for the purposes of the erection, construction and placement of the electricity transmission mains, wires, cables and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors, workmen, vehicles, materials, machinery, implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials, machinery, implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on, over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface, undersurface or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED THAT anything permitted by the Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer of the Council for the time being.

Handwritten signatures and initials at the bottom right of the page. There are two distinct signatures, one appearing to be 'R. Smith' and another more stylized signature, followed by the initials 'S.P.'.

**PLAN**

**DP837055**

(Sheet 3 of 3 Sheets)

**SIGNED** in my presence by Geoffrey John Griffiths and Leanne Margaret Griffiths

.....  
Signature of Witness

**CRAIG KEVIN BALL**  
Name of Witness (BLOCK LETTERS)  
**3 TANTANI AVE**  
**GREEN VALLEY ACCOUNTANT**  
Address and Occupation of Witness

.....  
Registered Proprietor

.....  
Registered Proprietor

**EXECUTION BY MORTGAGEE**

Mortgage No. **V716497**

Signed in my presence by the Mortgagees Attorney,  
who are personally known to me.

Signature *[Signature]*

Name of Witness **J. WIELSTRA**

Address of Witness: 4-16 Montgomery Street,  
Sydney

St. George Bank Limited A.C.N. 055 513 070  
by its Attorneys under Power of Attorney

Registered Number **3879** Book **3876**

Signature *[Signature]* Signature *[Signature]*

Name **C. A. FLINT** Name **V. MILLS**

Title **SUPERVISOR** Title **SUPERVISOR**

**SIGNED** in my presence by Stephen John Rugless

.....  
Signature of Witness

**CRAIG KEVIN BALL**  
Name of Witness (BLOCK LETTERS)  
**3 TANTANI AVE**  
**GREEN VALLEY ACCOUNTANT**  
Address and Occupation of Witness

.....  
Registered Proprietor

**EXECUTION BY MORTGAGEE**

Mortgage No. **X520777**

I 128149

State Bank of New South Wales Limited (A.C.N. 104 224 244) Bank of  
a mortgagee of the land within described hereby consents to this

*[Signature]*

Signed in my presence by  
State Bank of New South Wales Limited  
by its Attorney

State Bank of New South Wales Limited  
by its Attorney pursuant to power of  
attorney book 3-6 number 269,  
and I declare that I have no notice  
of the revocation of the said power  
of attorney

*[Signature]*  
(Full name of Attorney - block  
letters) who is personally known to  
me

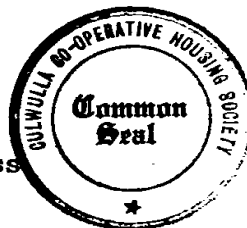
*[Signature]*  
Witness

*[Signature]*  
Signature  
Title **SUPERVISOR**

**SIGNED** in my presence by Diane Merryl Wineberg

.....  
Signature of Witness

**CRAIG KEVIN BALL**  
Name of Witness (BLOCK LETTERS)  
**3 TANTANI AVE**  
**GREEN VALLEY ACCOUNTANT**  
Address and Occupation of Witness



.....  
Registered Proprietor

The Common Seal of Culwulla Co-Operative  
Housing Society was affixed in the  
presence of:

.....  
Director

.....  
Secretary

**ACCEPTED**

GENERAL MANAGER

**EXECUTION BY MORTGAGEE**

Mortgage No. **V127319**

& No. **I678418**

**REGISTERED**



**8**

**2-1994**

21-2-1994

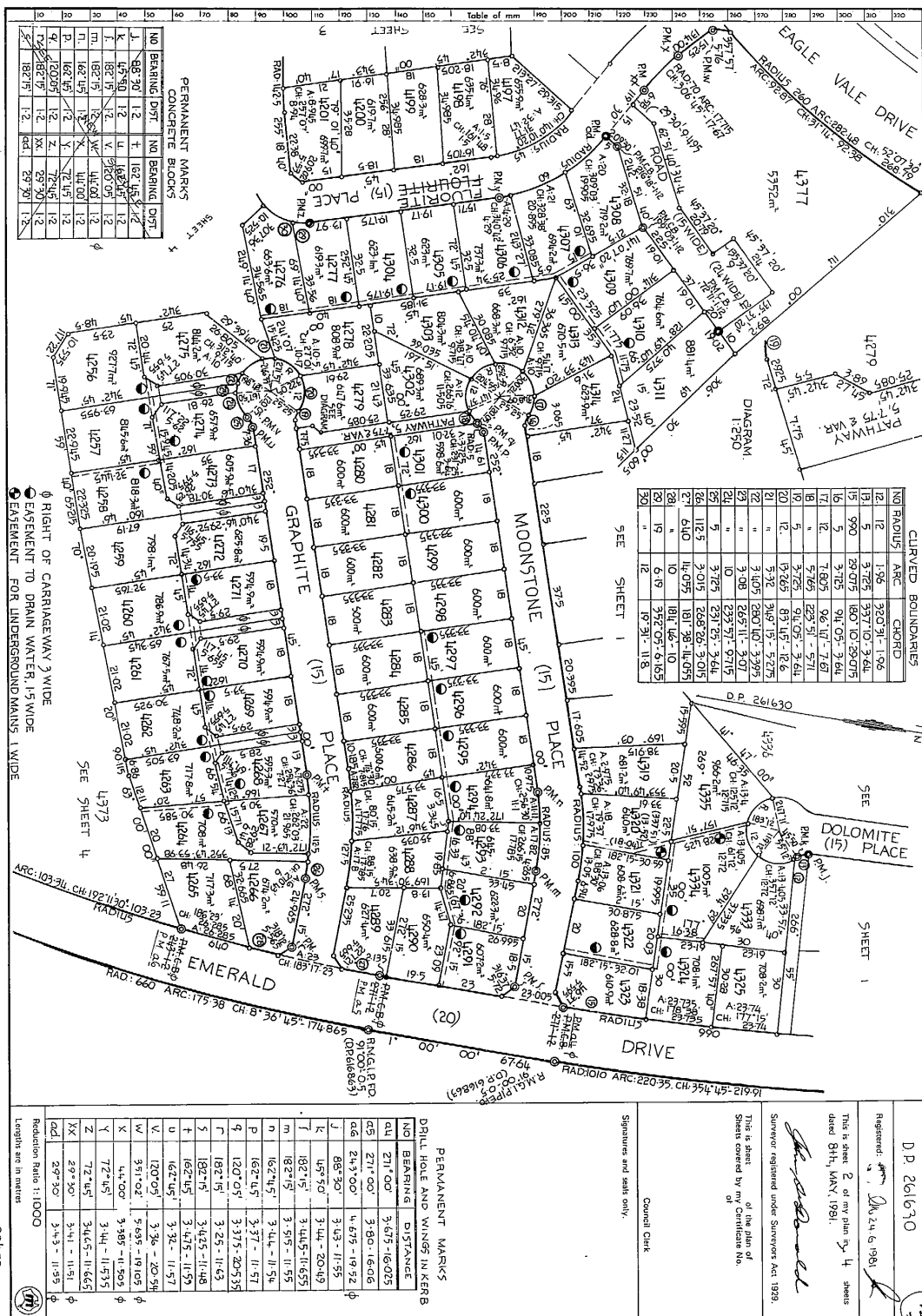


PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day.

15th August, 1988



PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

CURVED BOUNDARIES		CHORD		RADIUS		CHORD		RADIUS		CHORD	
NO	RADIUS	ARC	CHORD	NO	RADIUS	ARC	CHORD	NO	RADIUS	ARC	CHORD
32	19	6.505	24.590	6.47	19	5.405	24.47	5.415	19	5.405	24.47
33	17.5	1.8	2.95	36	1.8	1.8	1.8	1.8	1.8	1.8	1.8
34	17.5	1.8	2.95	37	1.8	1.8	1.8	1.8	1.8	1.8	1.8
35	17.5	1.8	2.95	38	1.8	1.8	1.8	1.8	1.8	1.8	1.8
36	17.5	1.8	2.95	39	1.8	1.8	1.8	1.8	1.8	1.8	1.8
40	17.5	1.8	2.95	41	1.8	1.8	1.8	1.8	1.8	1.8	1.8
42	17.5	1.8	2.95	43	1.8	1.8	1.8	1.8	1.8	1.8	1.8
44	17.5	1.8	2.95	45	1.8	1.8	1.8	1.8	1.8	1.8	1.8
46	17.5	1.8	2.95	47	1.8	1.8	1.8	1.8	1.8	1.8	1.8
48	17.5	1.8	2.95	49	1.8	1.8	1.8	1.8	1.8	1.8	1.8
50	17.5	1.8	2.95	51	1.8	1.8	1.8	1.8	1.8	1.8	1.8
52	17.5	1.8	2.95	53	1.8	1.8	1.8	1.8	1.8	1.8	1.8
54	17.5	1.8	2.95	55	1.8	1.8	1.8	1.8	1.8	1.8	1.8
56	17.5	1.8	2.95	57	1.8	1.8	1.8	1.8	1.8	1.8	1.8
58	17.5	1.8	2.95	59	1.8	1.8	1.8	1.8	1.8	1.8	1.8
60	17.5	1.8	2.95	61	1.8	1.8	1.8	1.8	1.8	1.8	1.8
62	17.5	1.8	2.95	63	1.8	1.8	1.8	1.8	1.8	1.8	1.8
64	17.5	1.8	2.95	65	1.8	1.8	1.8	1.8	1.8	1.8	1.8
66	17.5	1.8	2.95	67	1.8	1.8	1.8	1.8	1.8	1.8	1.8
68	17.5	1.8	2.95	69	1.8	1.8	1.8	1.8	1.8	1.8	1.8
70	17.5	1.8	2.95	71	1.8	1.8	1.8	1.8	1.8	1.8	1.8
72	17.5	1.8	2.95	73	1.8	1.8	1.8	1.8	1.8	1.8	1.8
74	17.5	1.8	2.95	75	1.8	1.8	1.8	1.8	1.8	1.8	1.8
76	17.5	1.8	2.95	77	1.8	1.8	1.8	1.8	1.8	1.8	1.8
78	17.5	1.8	2.95	79	1.8	1.8	1.8	1.8	1.8	1.8	1.8
80	17.5	1.8	2.95	81	1.8	1.8	1.8	1.8	1.8	1.8	1.8
82	17.5	1.8	2.95	83	1.8	1.8	1.8	1.8	1.8	1.8	1.8
84	17.5	1.8	2.95	85	1.8	1.8	1.8	1.8	1.8	1.8	1.8
86	17.5	1.8	2.95	87	1.8	1.8	1.8	1.8	1.8	1.8	1.8
88	17.5	1.8	2.95	89	1.8	1.8	1.8	1.8	1.8	1.8	1.8
90	17.5	1.8	2.95	91	1.8	1.8	1.8	1.8	1.8	1.8	1.8
92	17.5	1.8	2.95	93	1.8	1.8	1.8	1.8	1.8	1.8	1.8
94	17.5	1.8	2.95	95	1.8	1.8	1.8	1.8	1.8	1.8	1.8
96	17.5	1.8	2.95	97	1.8	1.8	1.8	1.8	1.8	1.8	1.8
98	17.5	1.8	2.95	99	1.8	1.8	1.8	1.8	1.8	1.8	1.8
100	17.5	1.8	2.95	101	1.8	1.8	1.8	1.8	1.8	1.8	1.8
102	17.5	1.8	2.95	103	1.8	1.8	1.8	1.8	1.8	1.8	1.8
104	17.5	1.8	2.95	105	1.8	1.8	1.8	1.8	1.8	1.8	1.8
106	17.5	1.8	2.95	107	1.8	1.8	1.8	1.8	1.8	1.8	1.8
108	17.5	1.8	2.95	109	1.8	1.8	1.8	1.8	1.8	1.8	1.8
110	17.5	1.8	2.95	111	1.8	1.8	1.8	1.8	1.8	1.8	1.8
112	17.5	1.8	2.95	113	1.8	1.8	1.8	1.8	1.8	1.8	1.8
114	17.5	1.8	2.95	115	1.8	1.8	1.8	1.8	1.8	1.8	1.8
116	17.5	1.8	2.95	117	1.8	1.8	1.8	1.8	1.8	1.8	1.8
118	17.5	1.8	2.95	119	1.8	1.8	1.8	1.8	1.8	1.8	1.8
120	17.5	1.8	2.95	121	1.8	1.8	1.8	1.8	1.8	1.8	1.8
122	17.5	1.8	2.95	123	1.8	1.8	1.8	1.8	1.8	1.8	1.8
124	17.5	1.8	2.95	125	1.8	1.8	1.8	1.8	1.8	1.8	1.8
126	17.5	1.8	2.95	127	1.8	1.8	1.8	1.8	1.8	1.8	1.8
128	17.5	1.8	2.95	129	1.8	1.8	1.8	1.8	1.8	1.8	1.8
130	17.5	1.8	2.95	131	1.8	1.8	1.8	1.8	1.8	1.8	1.8
132	17.5	1.8	2.95	133	1.8	1.8	1.8	1.8	1.8	1.8	1.8
134	17.5	1.8	2.95	135	1.8	1.8	1.8	1.8	1.8	1.8	1.8
136	17.5	1.8	2.95	137	1.8	1.8	1.8	1.8	1.8	1.8	1.8
138	17.5	1.8	2.95	139	1.8	1.8	1.8	1.8	1.8	1.8	1.8
140	17.5	1.8	2.95	141	1.8	1.8	1.8	1.8	1.8	1.8	1.8
142	17.5	1.8	2.95	143	1.8	1.8	1.8	1.8	1.8	1.8	1.8
144	17.5	1.8	2.95	145	1.8	1.8	1.8	1.8	1.8	1.8	1.8
146	17.5	1.8	2.95	147	1.8	1.8	1.8	1.8	1.8	1.8	1.8
148	17.5	1.8	2.95	149	1.8	1.8	1.8	1.8	1.8	1.8	1.8
150	17.5	1.8	2.95	151	1.8	1.8	1.8	1.8	1.8	1.8	1.8
152	17.5	1.8	2.95	153	1.8	1.8	1.8	1.8	1.8	1.8	1.8
154	17.5	1.8	2.95	155	1.8	1.8	1.8	1.8	1.8	1.8	1.8
156	17.5	1.8	2.95	157	1.8	1.8	1.8	1.8	1.8	1.8	1.8
158	17.5	1.8	2.95	159	1.8	1.8	1.8	1.8	1.8	1.8	1.8
160	17.5	1.8	2.95	161	1.8	1.8	1.8	1.8	1.8	1.8	1.8
162	17.5	1.8	2.95	163	1.8	1.8	1.8	1.8	1.8	1.8	1.8
164	17.5	1.8	2.95	165	1.8	1.8	1.8	1.8	1.8	1.8	1.8
166	17.5	1.8	2.95	167	1.8	1.8	1.8	1.8	1.8	1.8	1.8
168	17.5	1.8	2.95	169	1.8	1.8	1.8	1.8	1.8	1.8	1.8
170	17.5	1.8	2.95	171	1.8	1.8	1.8	1.8	1.8	1.8	1.8
172	17.5	1.8	2.95	173	1.8	1.8	1.8	1.8	1.8	1.8	1.8
174	17.5	1.8	2.95	175	1.8	1.8	1.8	1.8	1.8	1.8	1.8
176	17.5	1.8	2.95	177	1.8	1.8	1.8	1.8	1.8	1.8	1.8
178	17.5	1.8	2.95	179	1.8	1.8	1.8	1.8	1.8	1.8	1.8
180	17.5	1.8	2.95	181	1.8	1.8	1.8	1.8	1.8	1.8	1.8
182	17.5	1.8	2.95	183	1.8	1.8	1.8	1.8	1.8	1.8	1.8
184	17.5	1.8	2.95	185	1.8	1.8	1.8	1.8	1.8	1.8	1.8
186	17.5	1.8	2.95	187	1.8	1.8	1.8	1.8	1.8	1.8	1.8
188	17.5	1.8	2.95	189	1.8	1.8	1.8	1.8	1.8	1.8	1.8
190	17.5	1.8	2.95	191	1.8	1.8	1.8	1.8	1.8	1.8	1.8
192	17.5	1.8	2.95	193	1.8	1.8	1.8	1.8	1.8	1.8	1.8
194	17.5	1.8	2.95	195	1.8	1.8	1.8	1.8	1.8	1.8	1.8
196	17.5	1.8	2.95	197	1.8	1.8	1.8	1.8	1.8	1.8	1.8
198	17.5	1.8	2.95	199	1.8	1.8	1.8	1.8	1.8	1.8	1.8
200	17.5	1.8	2.95	201	1.8	1.8	1.8	1.8	1.8	1.8	1.8
202	17.5	1.8	2.95	203	1.8	1.8	1.8	1.8	1.8	1.8	1.8
204	17.5	1.8	2.95	205	1.8	1.8	1.8	1.8	1.8	1.8	1.8
206	17.5	1.8	2.95	207	1.8	1.8	1.8	1.8	1.8	1.8	1.8
208	17.5	1.8	2.95	209	1.8	1.8	1.8	1.8	1.8	1.8	1.8
210	17.5	1.8	2.95	211	1.8	1.8	1.8	1.8	1.8	1.8	1.8
212	17.5	1.8	2.95	213	1.8	1.8	1.8	1.8	1.8	1.8	1.8
214	17.5	1.8	2.95	215	1.8	1.8	1.8	1.8	1.8	1.8	1.8
216	17.5	1.8	2.95	217	1.8	1.8	1.8	1.8	1.8	1.8	1.8
218	17.5	1.8	2.95	219	1.8	1.8	1.8	1.8	1.8	1.8	1.8
220	17.5	1.8	2.95	221	1.8	1.8	1.8	1.8	1.8	1.8	1.8
222	17.5	1.8	2.95	223	1.8	1.8	1.8	1.8	1.8	1.8	1.8
224	17.5	1.8	2.95	225	1.8	1.8	1.8	1.8	1.8	1.8	1.8
226	17.5	1.8	2.95	227	1.8	1.8	1.8	1.8	1.8	1.8	1.8
228	17.5	1.8	2.95	229	1.8	1.8	1.8	1.8	1.8	1.8	1.8
230	17.5	1.8	2.95	231	1.8	1.8	1.8	1.8	1.8	1.8	1.8
232	17.5	1.8	2.95	233	1.8	1.8	1.8	1.8	1.8	1.8	1.8
234	17.5	1.8	2.95	235	1.8	1.8	1.8	1.8	1.8	1.8	1.8
236	17.5	1.8	2.95	237	1.8	1.8	1.8	1.8	1.8	1.8	1.8
238	17.5	1.8	2.95	239	1.8	1.8	1.8	1.8	1.8	1.8	1.8
240	17.5	1.8	2.95	241	1.8	1.8	1.8	1.8	1.8	1.8	1.8
242	17.5	1.8	2.95	243	1.8	1.8	1.8	1.8	1.8	1.8	1.8
244	17.5	1.8	2.95	245	1.8	1.8	1.8	1.8	1.8	1.8	1.8
246	17.5	1.8	2.95	247	1.8	1.8	1.8	1.8	1.8	1.8	1.8
248	17.5	1.8	2.95	249	1.8	1.8	1.8	1.8	1.8	1.8	1.8
250	17.5	1.8	2.95	251	1.8	1.8	1.8	1.8	1.8	1.8	1.8
252	17.5	1.8	2.95	253	1.8	1.8	1.8	1.8	1.8	1.8	1.8
254	17.5	1.8	2.95	255	1.8	1.8	1.8	1.8	1.8	1.8	1.8
256	17.5	1.8	2.95	257	1.8	1.8	1.8	1.8	1.8	1.8	1.8
258	17.5	1.8	2.95	259	1.8	1.8	1.8	1.8	1.8	1.8	1.8
260	17.5	1.8	2.95	261	1.8	1.8	1.8	1.8	1.8	1.8	1.8
262	17.5	1.8	2.95	263	1.8	1.8	1.8	1.8	1.8	1.8	1.8
264	17.5	1.8	2.95	265	1.8	1.8	1.8	1.8	1.8	1.8	1.8
266	17.5	1.8	2.95	267	1.8	1.8	1.8	1.8	1.8	1.8	1.8
268	17.5	1.8	2.95	269	1.8	1.8	1.8	1.8	1.8	1.8	1.8
270	17.5										

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

CURVED BOUNDARIES		
NO	RADIUS	ARC CHORD
65	49785	5.95 256.25-5.945
66	975	6.505 250.98-6.505
67	"	17 243.97-16.98
68	"	16.5 234.06-16.468
69	"	16.5 234.24-16.468
70	"	17 244.34-16.98
71	"	17.5 204.24-17.475
72	885	17.10-8.84
73	"	23.5 284.24-23.42
74	"	25 445.14-24.905
75	"	3 54.785-3
76	"	24.47 64.302-24.905
77	34785	18 87.49-17.8
78	790	15.58 65.91-15.58
79	"	21.5 67.02-21.5
80	"	21.5 68.13-21.5
81	"	19 70.18-19
82	"	5.02 71.15-5.02
83	"	19 72.11-19
84	"	19 73.11-19
85	"	19 75.10-19
86	"	19 76.10-19

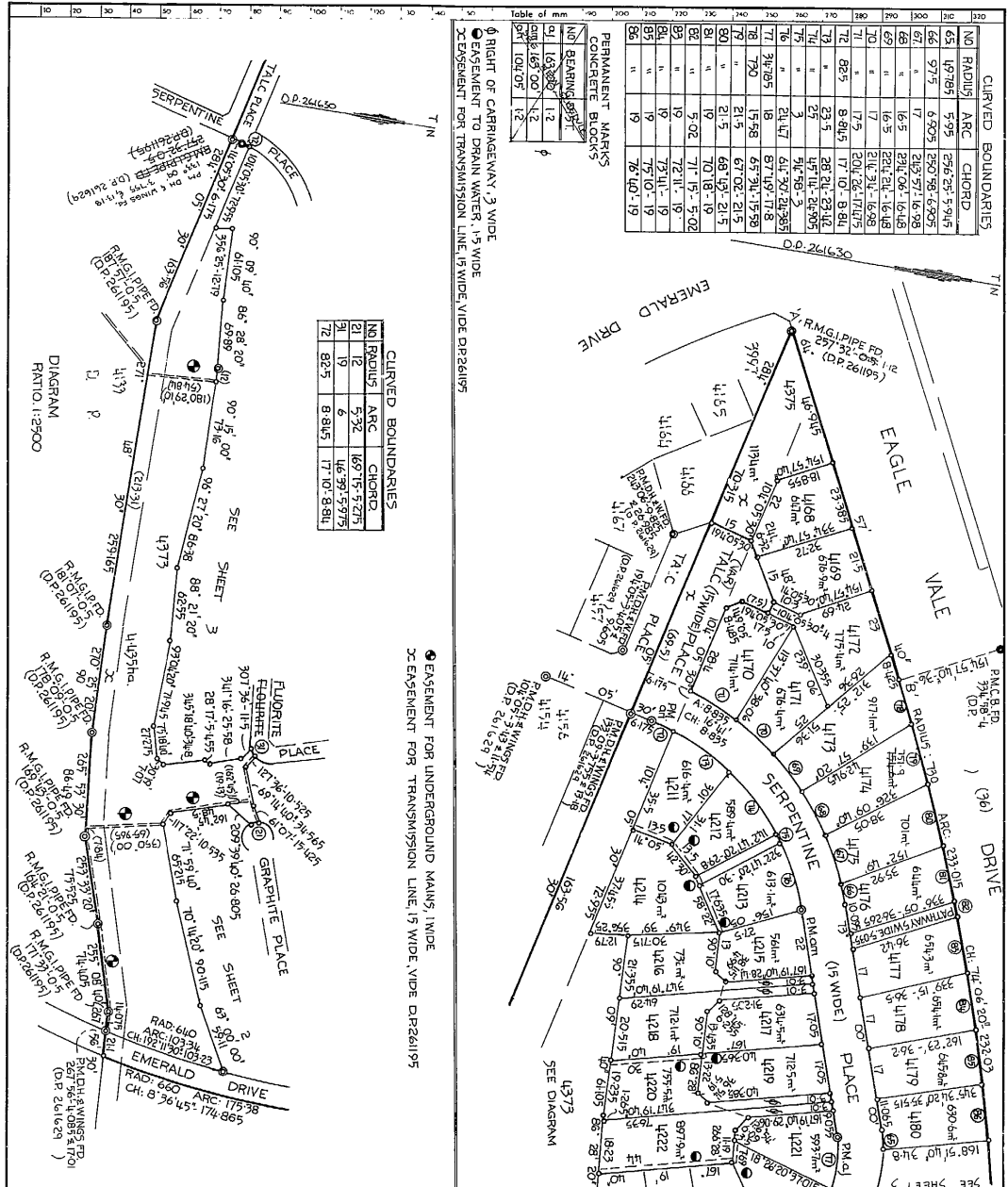
PERMANENT MARKS  
CONCRETE BLOCKS

NO	BEARING	DISTANCE
51	163°00'	12
52	165°00'	12
53	167°00'	12

- RIGHT OF CARRIAGEWAY, 3 MIDE
- EASEMENT TO DRAIN WATER, 1.5 MIDE
- EASEMENT FOR TRANSMISSION LINE, 15 MIDE VIDE DP264195

CURVED BOUNDARIES		
NO	RADIUS	ARC CHORD
21	12	5.32 69.15-5.275
22	12	6 69.37-5.975
23	825	8.845 17.10-8.84

- EASEMENT FOR UNDERGROUND MAINS, 1 MIDE
- EASEMENT FOR TRANSMISSION LINE, 15 MIDE VIDE DP264195



PERMANENT MARKS		
NO	BEARING	DISTANCE
61	163°00'	3.385-11.485
62	163°00'	3.445-11.535
63	104°00'	3.25-11.595

D.P. 261630  
Registered 21/6/1981  
This is sheet 4 of my plan in 4 sheets dated 8th MAY 1981  
Surveyor registered under Surveyors Act 1933.  
of the plan of Sheets covered by my Certificate No. 61

Signatures and seals only.  
Council Clerk

Reduction Ratio 1:1000  
Lengths are in metres  
SURVEYOR'S REFERENCE 201157

AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day  
15th August, 1988



FLAKE 95

AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.  
3rd September, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.

Sheet 1 of 9 Sheets.

Lengths are in metres.

PART 1

Plan: DP281631

Subdivision of Lot 50 in  
D.P. 618663

Full Name and Address of  
the Proprietor of the Land:  
Land Commission of New South Wales,  
Level 23, Town Hall House,  
Sydney Square, 2000

1. Identity of Restriction  
firstly referred to in  
above mentioned plan:  
Restriction as to User

Schedule of Lots, etc., affected

Lots Burdened

Each Lot except Lots  
4372, 4373, 4374, 4375, 4376, 4377

Lots, Name of Road, or Authority  
Benefitted

Every other Lot except Lots  
4372, 4373, 4374, 4375, 4376, 4377

2. Identity of Easement  
secondly referred to in  
above mentioned plan:

Easement to Drain Water 1.5 Mils

Schedule of Lots, etc., affected

Lots Burdened

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.

Sheet 2 of 9 Sheets.

Lengths are in metres.

Plan: DP281631

Subdivision of Lot 50 in  
D.P. 618663

Full Name and Address of  
the Proprietor of the Land:  
Land Commission of New South Wales,  
Level 23, Town Hall House,  
Sydney Square, 2000

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NAME OF AUTHORITY whose consent is required to release vary or modify  
the easement to Drain Water secondly referred to in the above mentioned  
Plan.

THE COUNCIL OF THE CITY OF CAMPBELLTOWN

*John H. Brown*

*John H. Brown*

10	20	30	40	50	60	70	1able 0' mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day.  
3rd September, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.

Lengths are in metres. Sheet 3 of 9 Sheets.

Plan: DP261630  
Subdivision of Lot 50 in  
616863

Full Name and Address of the  
Proprietor of the Land:  
Land Commission of New South Wales,  
Level 23, Town Hall House,  
Sydney Square, 2000

3. Identity of Easement  
Benefited to  
in above-mentioned plan:  
Easement for Underground Mains  
1 Wide

Schedule of Lots, etc., affected

Lots Burdened  
Benefited  
Lots, Name of Road, or Authority

4376, 4378, 4380, 4384, 4373  
Prospect County Council

4. Identity of Easement  
Benefited to  
in above-mentioned plan:  
Easement for Electricity Supply  
2.75 Wide and Variable

Schedule of Lots, etc., affected

Lots Burdened  
Benefited  
Lots, Name of Road, or Authority

4328  
Prospect County Council

5. Identity of Easement  
Benefited to  
in above-mentioned plan:  
Right of Carriageway 3 Wide

Schedule of Lots, etc., affected

Lots Burdened  
Benefited  
Lots, Name of Road, or Authority

4190  
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.

Lengths are in metres. Sheet 4 of 9 Sheets.

Plan: DP261630  
Subdivision of Lot 50 in  
D.P. 616863

Full Name and Address of the  
Proprietor of the Land:  
Land Commission of New South Wales,  
Level 23, Town Hall House,  
Sydney Square, 2000

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6. Identity of Restriction  
Benefited to  
in above-mentioned plan:  
Restrictions As To User

Schedule of Lots, etc., affected

Lots Burdened  
Benefited  
Lots, Name of Road, or Authority

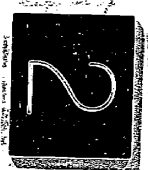
4253, 4256, 4275  
The Council of the City of  
Campbelltown

7. Identity of Restriction  
Benefited to  
in above-mentioned plan:  
Restriction As To User

Schedule of Lots, etc., affected

Lots Burdened  
Benefited  
Lots, Name of Road, or Authority

4168, 4169, 4172, 4173, 4174  
4175, 4176, 4177, 4178, 4179  
4180, 4181, 4182, 4183, 4184  
4185, 4186, 4187, 4189, 4189  
4190, 4366, 4367, 4368, 4369  
4360, 4361, 4362, 4364, 4366  
4368, 4370, 4372  
The Council of the City of  
Campbelltown



*John W. Brown*

*John W. Brown*

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.  
3rd September, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.

Sheet 5 of 9 Sheets.

Lengths are in metres.

Plan: DP261630

Subdivision of Lot 50 in  
D.P. 616863

Full Name and Address of  
the Proprietor of the Land:  
Land Commission of New South Wales,  
Level 23, Town Hall House,  
Sydney Square, 2000

8. Identity of Restriction  
originally referred to in  
above-mentioned plan:  
Schedule of Lots, etc., affected  
Restriction As To User

Lots Burdened  
4214, 4216, 4218, 4220, 4222  
4227, 4229, 4231, 4233, 4235  
4237, 4239, 4241, 4243, 4245  
4247, 4249, 4251  
Lots, Name of Road, or Authority  
Benefited  
The Council of the City of  
Campbelltown

9. Identity of Restriction  
originally referred to in  
above-mentioned plan:  
Schedule of Lots, etc., affected  
Restriction As To User

Lots Burdened  
4169, 4169, 4172, 4183, 4184  
4185, 4186, 4187, 4188, 4189  
4194, 4195, 4196, 4225, 4226  
4308, 4310, 4311, 4354, 4355  
4356, 4357, 4358  
Lots, Name of Road, or Authority  
Benefited  
The Council of the City of  
Campbelltown

1. Terms of Restrictions As To User firstly referred to in the  
above-mentioned plan:

- a. Not more than one main building shall be erected on each lot  
burdened and such building shall not be used or permitted  
to be used other than as a private residential dwelling.
- b. No garage or outbuilding shall be erected or permitted to  
remain on each lot burdened except until after or concurrently  
with the erection of any main building thereon.

PART 2

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.

Sheet 6 of 9 Sheets

Lengths are in metres.

Plan: DP261630

Subdivision of Lot 50 in  
616863

Full Name and Address of the  
Proprietor of the Land:  
Land Commission of New South Wales,  
Level 23, Town Hall House,  
Sydney Square, 2000

c. Without prior consent in writing of the Land Commission of  
New South Wales which the Commission may in its complete  
discretion withhold or grant either unconditionally or  
subject to any conditions whatsoever, no building shall be  
erected on any lot burdened having external walls other  
than of new materials and any such building shall not be of  
a prefabricated or a temporary structure or of a kit-type  
construction or which has been transported to or reassembled  
on such a lot.

d. No fence shall be erected on each lot burdened closer to the  
street than the house building line as fixed by Campbelltown  
City Council.

e. No fence shall be erected on each lot burdened to divide it  
from any adjoining land owned by the Land Commission of New  
South Wales without the consent of the Land Commission of  
New South Wales or its successors other than purchasers on  
sale but such consent shall not be withheld if such fence  
is erected without expense to the Land Commission of New  
South Wales or its successors and in favour of any person  
dealing with the purchaser or his assigns such consent shall  
be deemed to have been given in respect of every such fence  
for the time being erected PROVIDED HOWEVER that this covenant  
in regard to fencing shall be binding on a purchaser his  
executors and administrators and assigns only during the  
ownership of the said adjoining lands by the Land Commission  
of New South Wales or its successors other than purchasers  
on sale.

f. No advertisement hoarding sign or matter shall be displayed  
or erected on each lot burdened (other than a sign advertising  
that the said lot is for sale) without the prior written  
consent of the Land Commission of New South Wales or its  
successors.

g. No sanitary convenience erected on each lot burdened shall be  
detached or separated from any building erected thereon except  
where otherwise required by the responsible authority in  
a conspicuous place or position on the said lot and if the  
building or structure in which the said sanitary convenience  
is situated is visible from the street or streets to which  
the said lot fronts then the same shall be suitably screened.

*John Brown*

*John Brown*

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AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.

Lengths are in metres. Sheet 7 of 9 Sheets.

Plan: DP281630

Subdivision of Lot 50 in  
D.P. 616863

Full Name and Address of  
The Proprietor of the Land:  
Land Commission of New South Wales,  
Level 23, Town Hall House,  
Sydney Square, 2000

- h. No earth clay stone gravel soil or sand shall be excavated  
carried away or removed from each lot burdened except so  
far as may be reasonably necessary for the erection in  
accordance with the covenants herein contained of any  
building or swimming pool on the said lot or for any  
purpose incidental or ancillary thereto.

NAME OF AUTHORITY empowered to release vary or modify the Restrictions  
As To User firstly referred to in the above-mentioned plan.

LAND COMMISSION OF NEW SOUTH WALES

3. Terms of Easements for Underground Mains thirdly referred to in  
the above-mentioned plan:

An easement for the transmission of electricity with full and  
free right and liberty or licence for the Council and its  
successors to erect construct place repair renew maintain use  
and remove underground electricity transmission mains wires cables  
and ancillary works for the transmission of electricity and for  
purposes incidental thereto under and along the servient tenement  
AND to cause or permit electricity to flow or be transmitted  
through and along the said transmission mains wires and cables  
and for the purposes of the erection construction and placement  
of the electricity transmission mains wires cables and ancillary  
works to enter into and upon the servient tenement or any part  
thereof at all reasonable times with surveyors, workmen, vehicles,  
materials, machinery or implements or with any other necessary  
things or persons and to place and leave thereon or remove  
therefrom all necessary materials machinery implements and things  
AND the Registered Proprietor for the time being of the land hereby  
burdened shall not erect or permit to be erected any building or  
other erection of any kind or description on over or under the  
servient tenement or alter the surface level thereof or carry  
out any form of construction affecting the surface, under surface  
or subsoil thereof without the Council's permission in writing  
being first had and obtained PROVIDED that anything permitted  
by the Council under the foregoing covenant shall be executed  
in all respects in accordance with the reasonable requirements  
of the Council and the reasonable satisfaction of the Engineer  
of the Council for the time being.

4. Terms of Easement for Electricity supply 2.75 wide and variable  
fourthly referred to in the above-mentioned plan:

An easement for the transmission of electricity and for that  
purpose to install all necessary equipment (including transformers

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.

Lengths are in metres. Sheet 9 of 9 Sheets.

Plan: DP281630

Subdivision of Lot 50 in  
D.P. 616863

Full Name and Address of  
The Proprietor of the Land:  
Land Commission of New South Wales,  
Level 23, Town Hall House,  
Sydney Square, 2000

- b. No fence shall be erected on each lot burdened closer to  
the adjoining Public Reserve than 7 metres other than in  
masonry brick or in steel, galvanized iron or aluminium  
post and/or mesh ('weldmesh' type garden or pool fence)  
to a maximum height of one (1) metre.

- c. No fence shall be erected on each lot burdened on the Lots  
common boundary with the adjoining Public Reserve other  
than in masonry brick or in steel, galvanized iron or  
aluminium post and/or mesh to a maximum height of one (1)  
metre.

NAME OF AUTHORITY whose consent is required to release vary or modify  
the Restrictions As To User eighthly referred to in the above-mentioned  
plan:

LAND COMMISSION OF NEW SOUTH WALES

9. Terms of Restrictions As to User ninthly referred to in the  
above-mentioned plan:

That the owners or occupiers for the time being of the lots so  
burdened shall not deposit household refuse containers for  
collection by Campbelltown City Council or their appointed  
contractor in any other location than the kerb line in the  
Public Road adjoining.

NAME OF AUTHORITY whose consent is required to release vary or modify  
the Restrictions As To User ninthly referred to in the above-mentioned  
plan.

THE COUNCIL OF THE CITY OF CAMPBELLTOWN.

SIGNED by me JOHN HENRY PLUMMER  
)  
) as a DELEGATE of the LAND  
) COMMISSION OF NEW SOUTH WALES  
) who hereby declares that he has  
) no notice of the revocation of:  
) the delegation in the presence of: )

Land Commission of New South  
Wales by its delegate:

*John H. Plummer*



This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day.  
3rd September, 1990

4

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day.  
3rd September, 1990



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING  
ACT, 1919.

Sheet 8 of 9 sheets.

Lengths are in metres.

Plan: DP261630

Subdivision of Lot 50 in  
D.P. 610663

Full Name and Address of the  
Proprietor of the Land:

Land Commission of New South Wales,  
Level 23, Town Hall House,  
Sydney Square, 2000

and underground transmission mains, wires and cables) together  
with the right to come and go for the purpose of inspecting,  
maintaining, repairing, replacing and/or removing such  
equipment and every person authorised by the Prospect County  
Council to enter into and upon the servient tenement or any  
part thereof at all reasonable times and to remain there for  
any reasonable time with surveyors, workmen, vehicles, things  
or persons and to bring and place and leave thereon or read  
therefrom all necessary materials, machinery, implements and  
things provided that the Prospect County Council and the persons  
authorised by it will take all reasonable precautions to prevent  
as little disturbance as possible to the surface of the servient  
tenement and will restore that surface as nearly as practicable  
to its original condition.

6. Terms of Restrictions As To User sixtly referred to in the  
abovementioned plan:

The floor level of any dwelling on any lot hereby burdened shall  
be a minimum of 500mm above the finished surface level attained  
by site regrading work performed in accordance with engineering  
plans approved by the Council of the City of Campbelltown for the  
subdivision created by the plan herein firstly mentioned.

NAME OF AUTHORITY whose consent is required to release vary or modify  
the Restrictions As To User sixtly referred to in the abovementioned  
plan.  
THE COUNCIL OF THE CITY OF CAMPBELLTOWN

7. Terms of Restrictions As To User seventhly referred to in the  
abovementioned plan:

The owners or occupiers for the time being of the lots so  
burdened shall not have vehicular access to Laglevale Drive  
adjoining their allotments.

NAME OF AUTHORITY whose consent is required to release vary or modify  
the Restriction As To User seventhly referred to in abovementioned  
plan.  
THE COUNCIL OF THE CITY OF CAMPBELLTOWN

8. Terms of Restrictions As To User eighthly referred to in the  
abovementioned plan:

a. No building shall be erected on each lot burdened closer  
than 7 metres from the common boundary with the adjoining  
Public Reserve.

*John A. Brown*

INSTRUMENT SETTING OUT INTERESTS CREATED  
PURSUANT TO SECTION 89A, CONVEYANCING ACT,  
1919, DATED WITH DP261630

24.6.1981

RP 43



# MEMORANDUM

" \$700000<sup>A</sup>

OFFICE USE ONLY

	of	
\$ No Fee		

Insert name of  
relevant bank,  
building society,  
or other mortgagee,  
lessor, firm &c.

Insert nature of  
document which  
will refer to this  
memorandum.

To be signed by the  
authorised officer  
for the lessor, mort-  
gagee, charge &c.

Clauses are to be  
numbered consecutively  
from number 1.

On behalf of the Registrar General  
I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such  
the reservations, exceptions and provision which are deemed to be set out at length in such folios  
of the Register as refer to this memorandum.

*[Signature]*  
Signature of Authorised Officer

## 1. The reservations and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter  
be required for public ways in over and through the same  
by the Crown with full power for the Crown and such person  
or persons as shall be duly authorised in that behalf to  
make and conduct all such public ways and the right of full  
and free ingress egress and regress into out of and upon the  
land for the purpose aforesaid.

THE STANDARD  
MARGINS, QUALITY  
OF PAPER &c.,  
PRESCRIBED BY  
REGULATION 6,  
REAL PROPERTY  
ACT REGULATIONS,  
1970 SHOULD BE  
MAINTAINED IN  
THIS FORM AND IN  
ANY ANNEXURES.

TO BE COMPLETED  
BY LODGING PARTY

Insert the name,  
postal address or  
Document Exchange  
reference, telephone  
number and delivery  
box number.

LODGED BY REGISTRAR GENERAL

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL  
on 16/9/1981.

*[Signature]*  
Registrar General





AP 63



S.700,000.<sup>8</sup>

OFFICE USE ONLY

	91	
\$ No Fee		

# MEMORANDUM

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, chargee &c.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General

I certify that this memo-andum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

Signature of Authorised Officer

## 1. The reservation and exception to the Crown of:-

- all minerals which the said land contains.
- all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

## 2. Provision for subsidence. WHEREAS -

- mining operations may have been and may be carried on upon and in the land below the said land and the lands adjoining the said land and the land below the same; and

- metals and minerals may have been and may be removed therefrom,

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way of injunction or otherwise against the Crown or any lessees or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

THE STANDARD MARGINS, QUALITY OF PAPER &c, PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY REGISTRAR GENERAL.

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

Registrar General



RP 63



S. Jorgensen

OFFICE USE ONLY

	of	
\$ No Fee		

## MEMORANDUM

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, charge &c.

On behalf of the Registrar General I certify that this memorandum (comprising one page(s)) contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

*[Signature]*  
Signature of Authorised Officer

Clauses are to be numbered consecutively from number 1.

1. The reservation and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

2. Provision for forfeiture: If the registered proprietor does not pay the rent referred to in the folio of the Register together with any other moneys and any interest on such moneys that may be payable or become payable to the Crown under any Act or does not perform or observe the provisions and conditions referred to in the folio of the Register or any of them then and in such case it shall be lawful for the said land to be forfeited to the Crown.

THE STANDARD MARGINS, QUALITY OF PAPER &C., PRESCRIBED BY REGULATION & REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

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LODGED BY REGISTRAR GENERAL

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL  
on 16/9/1981.

Registrar General



RP 63



5,700,000.

# MEMORANDUM

OFFICE USE ONLY

	of	
\$ No Fee		

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, chargee &c.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General

I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum. *no refer to this memorandum.*

*[Signature]*

Signature of Authorised Officer

## 1. The reservation and exception to the Crown of:-

- all minerals which the said land contains.
- all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

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## 3. Provision for subsidence. WHEREAS -

- mining operations may have been and may be carried on upon and in the land (below) the said land and the lands adjoining the said land and the land below the same; and
- metals and minerals may have been and may be removed therefrom,

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way or injunction or otherwise against the Crown or any lessee or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

THE STANDARD MARGINS QUALITY OF PAPER &c., PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY	REGISTRAR GENERAL
Delivery Box Number	

Filed in the Office of the REGISTRAR GENERAL  
on 16/9/1981.

*[Signature]*

Registrar General



**Issue Date:** 12 August 2025  
**Application Number:** 202503487  
**Receipt Number:**

InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

Your Reference:

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

Section 10.7 Planning Certificate phone enquiries: (02) 4645 4560.

**Property Address:** 22 Moonstone Place  
EAGLE VALE NSW 2558

**Property Description:** Lot 12 DP 837055

As at the date of issue, the following matters apply to the land subject of this certificate:

**INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND  
ASSESSMENT ACT 1979 (the Act)**

**ITEM 1 – Names of relevant planning instruments and development control plans**

**Planning Instrument:** Campbelltown LEP 2015  
**Effect:** R3 Medium Density Residential

- (1) The following environmental planning instruments apply to the carrying out of development on the land subject of this certificate:

**Local environmental plan (LEP)**

Campbelltown LEP 2015

For further information about the local environmental plan, contact Council's City Development team on (02) 4645 4608.

**State environmental planning policies (SEPPs)**

SEPP (Primary Production) 2021  
SEPP (Resources and Energy) 2021

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

SEPP (Resilience and Hazards) 2021  
SEPP (Industry and Employment) 2021  
SEPP (Transport and Infrastructure) 2021  
SEPP (Planning Systems) 2021  
SEPP (Biodiversity and Conservation) 2021  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP (Housing) 2021  
SEPP No.65 – Design Quality of Residential Apartment Development

**For further information about these State environmental planning policies, contact the Department of Planning and Environment ([www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)).**

- (2) The following proposed environmental planning instruments, which are or have been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved), will apply to the carrying out of development on the land subject of this certificate:

**Draft local environmental plans (LEPs)**

None

For further information about these draft local environmental plans, contact Council's City Development team on (02) 4645 4608.

**Draft State environmental planning policies (SEPPs)**

None

For further information about these draft State environmental planning policies, contact the Department of Planning and Environment ([www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)).

- (3) The following development control plans (DCPs) apply to the carrying out of development on the land subject of this certificate:

Campbelltown (Sustainable City) DCP 2015

For further information about these development control plans, contact Council's City Development team on (02) 4645 4608. Please note that the names of any draft development control plans that apply to the land subject of this certificate, that have been placed on exhibiton by Council but have not yet come into effect, are provided as advice under section 10.7(5) of the Act.

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

**ITEM 2 – Zoning and land use under relevant planning instruments**

(a) The following zone(s) apply to the land subject of this certificate:

R3 Medium Density Residential

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment's ePlanning Spatial Viewer, accessible via the NSW Planning Portal.

- (b) The purposes for which the plan provides that development may be carried out without the need for development consent, may not be carried out except with development consent and is prohibited are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the plan.
- (c) Clause 2.5 and Schedule 1 of the planning instrument allows for additional permitted uses with development consent on particular land. Please check the plan schedule.
- (d) Any development standards applying to the land subject of this certificate that fix minimum land dimensions for the erection of a dwelling-house and, if so, the minimum land dimensions so fixed are detailed in the relevant section of the plan or instrument. Reference should be made to either Attachment 2 to this certificate or the appropriate section(s) of the plan. In addition, certain Council development control plans may impose minimum development standards for the creation of allotments and/or minimum site area and dimensions for the erection of a dwelling-house.
- (e) The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.
- (f) The land subject of this certificate is not in a conservation area (however described).
- (g) No item of environmental heritage (however described) is situated on the land subject of this certificate.

**Note:** An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning maintains the AHIMS.

**ITEM 3 – Contribution plans**

The following contribution plan(s) apply to the land subject of this certificate:

Campbelltown Local Infrastructure Contributions Plan 2018 (Amendment 1)

For further information about these contribution plans, contact Council's City Development team on (02) 4645 4608.

The State Government's 'Housing and Productivity Contribution' may also apply to particular new developments on the land. For more information, visit [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au) and search for 'Housing and Productivity Contribution'.

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

**ITEM 4 – Complying development**

- (1) Complying development may be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Housing Code – on all of the land

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

Rural Housing Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

Commercial and Industrial (New Buildings and Additions) Code – on all of the land

Fire Safety Code – on all of the land

Low Rise Housing Diversity Code – on all of the land

Container Recycling Facilities Code – on all of the land

Please note that reference should also be made to the relevant parts of this policy for the general requirements for complying development and to the relevant codes for complying development which may also include provisions relating to zoning, lot size etc.

- (2) Complying development may not be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown and for the reason(s) stated, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Greenfield Housing Code – on any part of the land

(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

**Note:** This information needs to be read in conjunction with the whole of the State environment planning policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

**Note:** Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any complying development certificate application under the State environment planning policy, or a development application for any other type of development requiring consent from Council.

**Note:** Despite any references above advising that complying development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements

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

*contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State environment planning policy in detail to ensure that specific types of complying development may be undertaken on the land.*

**ITEM 5 – Exempt development**

(1) Exempt development may be carried out on land under the following exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures Code

There is no land within the Campbelltown City Council local government area identified:

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
  - 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
  - 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
  - 1.16A within 18 kilometres of Siding Spring Observatory
- (2) Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.
- (3) Campbelltown City Council does not have sufficient information to ascertain whether the land has a restriction applying to it that may not apply to all of the land.

Campbelltown City Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

**Note:** *Despite any references above advising that exempt development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.*

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Campbelltown City Council local government area.

**ITEM 6 – Affected building notices and building product rectification orders**

The Council is not aware that an affected building notice or building product rectification order is in force on the land that has not been fully complied with.

The Council is not aware that a notice of intention to make a building product rectification order given in relation to the land is outstanding



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

**Note:** In this item, *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.

**ITEM 7 – Land reserved for acquisition**

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land subject of this certificate provides for the acquisition of this land by a public authority, as referred to in section 3.15 of the Act.

**ITEM 8 – Road widening and road realignment**

The land subject of this certificate is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of Council.

**ITEM 9 – Flood related development controls**

- (1) All or part of the land is within the flood planning area and it is subject to flood related development controls.
- (2) The land is subject to flood related development controls as a result of all or part of it being between the flood planning area and the probable maximum flood.
- (3) In this clause –

*flood planning area* has the same meaning as in the Floodplain Development Manual.

*Floodplain Development Manual* means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

*probable maximum flood* has the same meaning as in the Floodplain Development Manual.

Please note that some additional information regarding flooding and flood related development controls may be provided as advice under section 10.7(5) of the Act.

**ITEM 10 – Council and other public authority policies on hazard risk restrictions**

- (a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's City Development team to ascertain any specific requirements.
- (b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined

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in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.

- (c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.
- (d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.

**ITEM 11 – Bush fire prone land**

None of the land subject of this certificate has been identified as bush fire prone land on the Campbelltown City Council – Bush Fire Prone Land Map that has been certified for the purposes of section 10.3(2) of the Act.

**Note:** *In accordance with the Environmental Planning and Assessment Act 1979, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review.*

**Note:** *Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline Planning for Bushfire Protection (as amended from time to time) available on the NSW Rural Fire Service website.*

**Note:** *The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.*

**ITEM 12 – Loose-fill asbestos insulation**

No residential dwelling erected on the land subject of this certificate has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

For more information visit the NSW Fair Trading website ([www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation](http://www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation)).

**ITEM 13 – Mine subsidence**

The land subject of this certificate is not within a proclaimed Mine Subsidence District within the meaning of the Coal Mine Subsidence Compensation Act 2017.

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**ITEM 14 – Paper subdivision information**

- (1) No adopted development plan or development plan that is proposed to be subject to a consent ballot apply to the land subject of this certificate.
- (2) No subdivision order applies to the land subject of this certificate.

**ITEM 15 – Property vegetation plans**

No property vegetation plan applies to the land subject of this certificate.

**Note:** *the whole of the Campbelltown City local government area is excluded from the operation of the Native Vegetation Act 2003.*

**ITEM 16 – Biodiversity stewardship sites**

The land subject of this certificate is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (but only in so far as Council has been notified of the existence of such an agreement by the Chief Executive of the Office of Environment and Heritage).

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

**ITEM 17 – Biodiversity certified land**

The land subject of this certificate is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Please note that biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

**ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006**

No order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land subject of this certificate (but only to the extent that Council has been notified of any such orders).

**ITEM 19 – Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

The Coastal Management Act 2016 and Local Government Act, section 496B do not apply to land in the Campbelltown City Council local government area.

**ITEM 20 – Western Sydney Aerotropolis**

Not affected.

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**ITEM 21 – Development consent conditions for seniors housing**

- a) No current site compatibility certificate (seniors housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.
- b) No conditions of consent to a development application, granted after 11 October 2007, of the kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

**ITEM 22 – Site compatibility certificates and development consent conditions for affordable rental housing**

- (1) No current site compatibility certificate (affordable rental housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.
- (2) No conditions of consent to a development application of the kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed in respect of proposed development on the land subject of this certificate.

**ITEM 23 – Water or sewerage services**

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

This land is not subject to an alternative servicing arrangement under the WIC Act 2006

**Note:** *This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.*

**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.*

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**ITEM 24 – Special entertainment precincts**

The land is not within a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

A handwritten signature in black ink, appearing to read 'William Pillon', with a stylized, cursive script.

William Pillon  
**Planning Engagement Team Leader**

**Attachment 1**

**Campbelltown Local Environmental Plan 2015**

**Zone R3 Medium Density Residential**

**1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a wide range of housing choices in close proximity to commercial centres, transport hubs and routes.
- To enable development for purposes other than residential only if that development is compatible with the character and scale of the living area.
- To minimise overshadowing and ensure a desired level of solar access to all properties.

**2 Permitted without consent**

Nil

**3 Permitted with consent**

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home occupations; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing

**4 Prohibited**

Any development not specified in item 2 or 3

*NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>*

## **Attachment 2**

### **Campbelltown Local Environmental Plan 2015**

#### **4.1 Minimum subdivision lot size**

- (1) The objectives of this clause are as follows—
- (a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,
  - (b) to ensure that the density of settlement will be compatible with the objectives of the zone,
  - (c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,
  - (d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,
  - (e) to facilitate viable agricultural undertakings,
  - (f) to protect the curtilage of heritage items and heritage conservation areas,
  - (g) to facilitate a diversity of housing forms.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land—
- (a) by the registration of a strata plan or strata plan of subdivision under the *Strata Schemes Development Act 2015*, or
  - (b) by any kind of subdivision under the *Community Land Development Act 1989*.
- (4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.
- (4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting from the creation of a public road, public open space or other public purpose.
- (4C) Despite subclause (3), development consent may be granted for the subdivision of land within Lot 61, DP 752042, Appin Road, Gilead, into lots that do not meet the minimum size shown on the Lot Size Map if—
- (a) each lot has a minimum lot size of not less than 375m<sup>2</sup>, and
  - (b) no more than 65 lots have a lot size of less than 450m<sup>2</sup>, and
  - (c) no more than 3 contiguous lots sharing a street frontage have a lot size of less than 450m<sup>2</sup>, and
  - (d) each lot is located not more than 200m from a bus route, community centre or open space area.

#### **4.1AA Minimum subdivision lot size for community title schemes**

- (1) The objectives of this clause are as follows—
- (a) to provide for the proper and orderly development of land,

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- (b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,
  - (c) to protect the curtilage of heritage items and heritage conservation areas.
- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones—
- (a) Zone RU2 Rural Landscape,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R3 Medium Density Residential,
  - (d) Zone R5 Large Lot Residential,
  - (e) Zone C3 Environmental Management,
  - (f) Zone C4 Environmental Living,
- but does not apply to a subdivision by the registration of a strata plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause applies despite clause 4.1.

**4.1A (Repealed)**

**4.1B Minimum subdivision lot sizes for dual occupancies in certain zones**

- (1) The objectives of this clause are as follows—
- (a) to achieve planned residential density in certain zones,
  - (b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,
  - (c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,
  - (d) to prevent the fragmentation of land.
- (2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.
- (3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that are less than the minimum lot size shown on the Lot Size Map in relation to that land if—
- (a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and
  - (b) the lot size of each resulting lot will be at least 300 square metres, and
  - (c) the subdivision will not result in more than one principal dwelling on each resulting lot.



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**4.1C Minimum qualifying site area and lot size for certain residential and centre-based child care facility development in residential zones**

- (1) The objectives of this clause are as follows—
- (a) to achieve planned residential densities in certain zones,
  - (b) to achieve satisfactory environmental and infrastructure outcomes,
  - (c) to minimise any adverse impact of development on residential amenity,
  - (d) to minimise land use conflicts.
- (2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.
- (3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.
- (4) This clause does not apply to land identified as “Ingleburn Narrow Lots” on the Clause Application Map.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Centre-based child care facilities	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High Density Residential	1,200 square metres	1,200 square metres

**4.1D Minimum lot sizes for certain land uses in certain environment protection zones**

- (1) The objectives of this clause are as follows—
- (a) to allow for certain non-residential land uses,
  - (b) to minimise any adverse impact on local amenity and the natural environment,
  - (c) to achieve satisfactory environmental and infrastructure outcomes,
  - (d) to minimise land use conflicts.
- (2) This clause applies to land in the following zones—
- (a) Zone C3 Environmental Management,
  - (b) Zone C4 Environmental Living.
- (3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
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Animal boarding or training establishments	Zone C3 Environmental Management	5 hectares
Educational establishments	Zone C3 Environmental Management or Zone C4 Environmental Living	10 hectares
Places of public worship	Zone C3 Environmental Management	10 hectares

**4.1E Exception to minimum lot sizes for certain land in Mount Gilead Urban Release Area**

- (1) This clause applies to that part of Lot 3, DP 1218887, Appin Road, Gilead that is in Zone RU2 Rural Landscape.
- (2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land if the consent authority is satisfied that the subdivision is for the purpose of facilitating the development of land that is—
  - (a) in Zone R2 Low Density Residential, and
  - (b) identified as "Mount Gilead Urban Release Area" on the Urban Release Area Map.

**4.1F Exception to minimum lot sizes for certain land in Glenfield**

- (1) This clause applies to that part of Lot 91, DP 1155962 that is in Zone RU2 Rural Landscape.
- (2) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies to create lots with a size less than the minimum lot size shown on the Lot Size Map in relation to the land.
- (3) A dwelling cannot be erected on a lot created under this clause.

**4.1G Exception to minimum subdivision lot sizes for certain residential development in Maryfields Urban Release Area**

- (1) The objective of this clause is to provide flexibility in the application of lot size standards for residential development on larger sized lots on land in Zone R3 Medium Density Residential in the Maryfields Urban Release Area.
- (2) This clause applies to land in Zone R3 Medium Density Residential and identified as "Maryfields Urban Release Area" on the Urban Release Area Map.
- (3) Despite clause 4.1, development consent may be granted for the subdivision of land to which this clause applies on which is lawfully erected a type of residential accommodation if—
  - (a) the size of each lot to be subdivided is at least 1800 square metres, and
  - (b) each lot resulting from the subdivision will be at least 225 square metres and will have an erected single dwelling, and
  - (c) each lot resulting from the subdivision will have a single dwelling that is in existence and for which an occupation certificate was issued before the consent was granted.

**4.2 Rural subdivision**

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

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(2) This clause applies to the following rural zones—

- (a) Zone RU1 Primary Production,
- (b) Zone RU2 Rural Landscape,
- (baa) Zone RU3 Forestry,
- (c) Zone RU4 Primary Production Small Lots,
- (d) Zone RU6 Transition.

**Note—**

When this Plan was made it did not include all of these zones.

- (3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (5) A dwelling cannot be erected on such a lot.

**Note—**

A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

**4.2A Erection of dwelling houses or dual occupancies (attached) on land in certain rural and environment protection zones**

(1) The objectives of this clause are as follows—

- (a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,
- (b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,
- (c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.

(2) This clause applies to land in the following zones—

- (a) Zone RU2 Rural Landscape,
- (b) Zone C3 Environmental Management,
- (c) Zone C4 Environmental Living.

(3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land—

- (a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or
- (b) is a lot created under this Plan (other than clause 4.2(3)), or
- (c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or

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- (d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or
- (e) is an existing holding, or
- (f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by—
  - (i) a minor realignment of its boundaries that did not create an additional lot, or
  - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
  - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

**Note—**

A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

- (4) Development consent must not be granted under subclause (3) unless—
  - (a) no dwelling house or dual occupancy (attached) has been erected on the land, and
  - (b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and
  - (c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.
- (5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).
- (6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.
- (7) In this clause—

**existing holding** means land that—

- (a) was a holding on the relevant date, and
- (b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

**holding** means all adjoining land, even if separated by a road or railway, held by the same person or persons.

**relevant date** means—

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- (a) in the case of land to which *Campbelltown (Urban Area) Local Environmental Plan 2002* applied immediately before the commencement of this Plan—
  - (i) for land identified as “25 February 1977” on the Former LEP and IDO Boundaries Map—25 February 1977, or
  - (ii) for land identified as “15 July 1977” on the Former LEP and IDO Boundaries Map—15 July 1977, or
  - (iii) for land identified as “3 November 1978” on the Former LEP and IDO Boundaries Map—3 November 1978, or
- (b) in the case of land to which *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* applied immediately before the commencement of this Plan—20 September 1974, or
- (c) in the case of land to which *Campbelltown Local Environmental Plan No 1* applied immediately before the commencement of this Plan—26 June 1981, or
- (d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or
- (e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or
- (f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

**Note—**

The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

**4.2B Erection of rural workers’ dwellings on land in Zones RU2 and C3**

- (1) The objectives of this clause are as follows—
  - (a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,
  - (b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.
- (2) This clause applies to land in the following zones—
  - (a) Zone RU2 Rural Landscape,
  - (b) Zone C3 Environmental Management.
- (3) Development consent must not be granted for the erection of a rural worker’s dwelling on land to which this clause applies unless the consent authority is satisfied that—
  - (a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and
  - (b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and
  - (c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and

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- (d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and
- (e) there will be not more than one rural worker's dwelling on the lot, and
- (f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

**4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and C3**

- (1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision—
  - (a) *Campbelltown Local Environmental Plan No 1*,
  - (b) *Interim Development Order No 15—City of Campbelltown*.
- (2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that—
  - (a) was in existence on 26 June 1981, and
  - (b) is in Zone C3 Environmental Management, and
  - (c) has an area of at least 10 hectares.
- (3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the creation of only 2 lots, each of which must have an area of at least 2 hectares.
- (4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that—
  - (a) was in existence on 18 July 1973, and
  - (b) is in Zone RU2 Rural Landscape.
- (5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by—
  - (a) the person who owned the land on 18 July 1973, or
  - (b) a relative of that owner, or
  - (c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.
- (6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed—
  - (a) if the land to be subdivided had an area of less than 10 hectares—nil, or
  - (b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or
  - (c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or
  - (d) if the land to be subdivided had an area of at least 80 hectares—3.

**4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone C4**

- (1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.
- (2) This clause applies to land identified as “1 ha” on the Lot Averaging Map.
- (3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of lots that is more than the number resulting from multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.
- (4) Development consent must not be granted under this clause unless the consent authority is satisfied that—
  - (a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and
  - (b) each lot to be created by the subdivision contains a suitable land area for—
    - (i) a dwelling house, and
    - (ii) an appropriate asset protection zone relating to bush fire hazard, and
    - (iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and
    - (iv) other services related to the use of the land for residential occupation, and
  - (c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority’s satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and
  - (d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

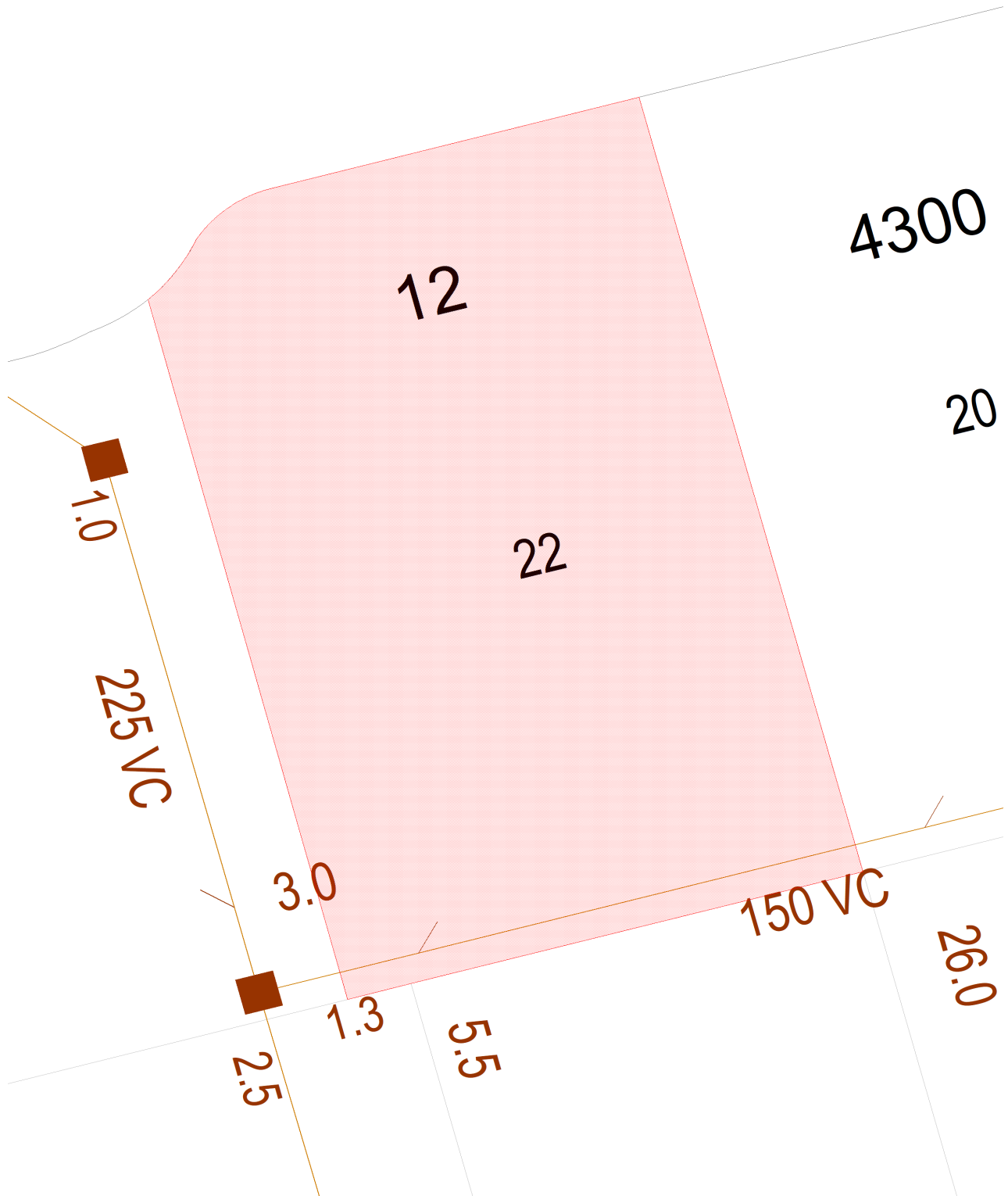
**4.2E Subdivision of land in Zone C3**

- (1) The objective of this clause is to provide flexibility in the application of standards for the subdivision of certain land to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) Land in Zone C3 Environmental Management may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.
- (3) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (4) A dwelling cannot be erected on a lot created under this clause.

*NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>*

# Service Location Print

Application Number: 8004535380



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## Disclaimer

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



# Asset Information

## Legend

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

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## Pipe Types

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

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# Sewer Service Diagram

Application Number: 8004535364

**SEWERAGE SERVICE DIAGRAM**  
MUNICIPALITY OF Campbelltown  
SUBURB OF Eschol Park

M. W. S. & D. B.  
Scale: Approx. 1:500  
Distances/depths in metres  
pipe diameters in millimetres

**SEWER AVAILABLE**  
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3). The existence and location of sewerage service shown on this diagram, pipes, manholes, structures and buildings are not guaranteed. In the case of maps available at Board's Head Office or in the Office of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown herein are approximate only.

**SYMBOLS AND ABBREVIATIONS**

Manhole	OWS	Waste Stack
Chamber	IP	Induct Pipe
Lampole	MF	Mica Flap
Boundary Trap	T	Tubs
Inspection Shaft	K	Kitchen Sink
Pit	W	Water Closet
Grease Interceptor	B	Bath Waste
Gully	H	Handbasin
P Trap	S	Shower
Reflex Valve	Jn.	Junction
Cleaning Eye	DW.	Dishwasher
Vertical Pipe	F	Floor Waste
Vent Pipe	M	Washing Machine
Soil Vent Pipe	BS	Bar Sink

**DRAINAGE**

Supervised by  
Inspector  
Field Diagram Examined by  
Chief Inspector  
Date of Issue  
Tracing Checked by

**PLUMBING**

Supervised by  
Inspector  
Outfall GF Drainer  
W.S. Ur.s Plumber  
W.O. 186/150 Gaz. on 11/6/82  
W.O. Gaz. on / / /s not required  
Sheet No. 08489  
for House Services Engineer

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## Disclaimer

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