

Contract for the sale and purchase of land - 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|--|--|--|
| vendor's agent | MURRAY KENNEDY REAL ESTATE PTY LIMITED 4 Somerset Avenue, NARELLAN NSW 2567 Email: mk@murraykennedy.com.au | phone 4648 0600 mobile 0410 000 620 ref Murray Kennedy |
| co-agent | Not Applicable | |
| vendor | JOHN DURIC and ANNA DURIC 12 Lachlan Avenue, HARRINGTON PARK NSW 2567 | |
| vendor's solicitor | CALDWELL MARTIN COX 5\8-10 Somerset Avenue, NARELLAN NSW 2567 Email: parsas@cmcox.com.au / nicolesr@cmcox.com.au | phone 02 4651 4800 fax 02 4633 6911 ref PXS2251562.NRS |
| date of completion | 42nd day after the contract date (clause 15) | |
| Land (address, plan details and title reference) | 12 LACHLAN AVENUE, HARRINGTON PARK NSW 2567 Registered Plan: Lot 216 in Deposited Plan 843696 Folio Identifier 216/843696 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> car space <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents: | |

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

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| 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 type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: smoke alarms, automatic garage door |
| exclusions | |
| purchaser | |
| purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer | phone fax ref |
| 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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgment Network ELN (clause 4) PEXA

Manual transaction (clause 30) ☒ NO ☐ yes

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

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

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

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

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

ANNEXURE TO CONTRACT FOR SALE

PROPERTY: 12 Lachlan Avenue, HARRINGTON PARK NSW 2567

BETWEEN: JOHN DURIC and ANNA DURIC **(As Vendor)**

AND: **(As Purchaser)**

AND: **(As Guarantor)**

Executed by the Guarantor:

Executed by _____ **in the presence of:**

Witness (Signature)

(Signature)

Name of Witness (Print Name)

Executed by _____ **in the presence of:**

Witness (Signature)

(Signature)

Name of Witness (Print Name)

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:

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| APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services | NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority |
|---|--|

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

12 Lachlan Avenue, Harrington Park NSW 2561

Special Conditions

33. Amendments to Printed Clauses

| | |
|---------------------------|--|
| Clause 5.2.1 | Delete "or it is a general question about the <i>property</i> or title" and replace "21" with "7" |
| Clauses 7.1.1 | Is deleted |
| Clauses 10.1.8 and 10.1.9 | Delete "substance" and substitute "existence" |
| Clause 14.4.1 | Is amended to add at the end of the clause "and shall be payable on the land tax rate payable on the Revenue NSW assessed value of the Property" |
| Clause 14.4.2 | Is deleted |
| Clause 25.1.1 | Is amended by deleting the word 'limited' |
| Clause 31.2 | Is deleted |

34. Improvements

The Purchaser acknowledges that the *property* is being sold in its present condition with any defect whether latent or patent and that the Purchaser buys the *property* relying on its own inspection, knowledge and enquiries and that the Purchaser does not rely on warranties or representations (if any) made to the Purchaser by or on behalf of the Vendor other than those contained in this Contract. The Purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of any matter or thing arising from this Clause.

35. Warranty - Agent

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the *property*, nor did the Purchaser learn that the *property* was for sale, by or through any person, corporation or Agent, other than the Agent shown on the front page of this Contract. The benefit of this warranty shall not merge on completion.

36. Default

36.1 Notice to Complete

If a party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such document shall allow not less than 14 clear days to pass before the time for completion becomes essential. Such period is agreed by the parties to be reasonable and sufficient so as to render the time for completion essential. If the Vendor validly issues such notice the

Purchaser shall, on completion, pay to the Vendor the sum of \$440.00 being a genuine estimate of the Vendors legal costs of issuing and serving the Notice to Complete.

36.2 Settlement Default

If the Purchaser *cancels settlement after appropriate arrangements have been made, the Purchaser will* allow to the Vendor \$220.00 on settlement.

37. Interest

If the Purchaser shall not complete the Contract by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated at 10% per annum being interest on the balance of the purchase price, computed at a daily rate from the day immediately after the completion date up to and including the actual day of completion. It is agreed that this amount is a genuine pre-estimate of the Vendor's damages for the Purchaser failing to complete in accordance with the Contract.

38. Deposit

Notwithstanding any provision contained herein to the contrary the purchaser hereby agrees to release the whole or any part of the deposit paid herein to the Vendor to use;

- (1) As a deposit on any *property* being purchased by the Vendor; or
- (2) As an ingoing contribution for an agreement pursuant to the Retirement Villages Act; or
- (3) As part of a refundable accommodation deposit and/or daily accommodation payment specified by an accommodation agreement pursuant to the Aged Care Act 1997; or
- (4) By the Vendor as stamp duty on any *property* being purchased by the Vendor, or
- (5) By the Vendor to pay any land tax liability payable by the Vendor to enable a clearance Certificate to be issued for the *property*.

PROVIDED THAT the Vendor does not permit the further release of such deposit without the purchaser's consent. This clause shall be sufficient authority to the *depositholder* to release the deposit as aforesaid.

39. Requisitions on Title

The Purchaser is only entitled under Clause 5.1 to make the Requisitions in the form annexed to this Contract ('Requisitions').

40. Notices

40.1 Service of notices

Notices are taken to be given at the time of receipt as provided in section 13A of the *Electronic Transactions Act 2000 (NSW)*.

40.2 Timing of notices by fax or email

If a notice by fax or email is given:

- (1) on a day in which business is not generally carried on in the place in which the fax or email is received, or
- (2) after 5.00pm (local time) on a day in which business is generally carried on in the place in which the fax or email is received,

the notice will be taken to have been given at the commencement of the business on the next day in which business is generally carried on in the place in which the fax or email is received.

41. Vendor Disclosure

- (1) The Vendor discloses and the Purchaser acknowledges that Transport for NSW have announced the South West Rail Link Extension Corridor Study and Outer Sydney Orbital Corridor Preservation Study ('Corridors') which may affect the subject property and land in the Camden Local Government Area.
- (2) The Purchaser warrants to the Vendor that it has visited and viewed the contents of the website <https://www.transport.nsw.gov.au/corridors> and is aware of, and has made its own enquiries into, the location, proximity and effect of the investigation area of the Corridors and any subsequent proposal/s.
- (3) The Purchaser acknowledges that the Vendor has entered in this Contract in reliance of the Purchaser's warranty herein.
- (4) The Purchaser acknowledges having notice of the Corridors and cannot make any objection, requisition, claim for compensation, rescind or terminate the Contract, whatever the case may be, in this regard.

42. Personal Guarantee

42.1 Application of clause

This clause applies only if the Purchaser is a proprietary limited company (either in its own right or in its capacity as trustee of a trust).

42.2 Guarantee

Purchaser's Guarantor means the directors of the Purchaser.

The Purchaser's Guarantor irrevocably and unconditionally guarantees to the Vendor the due and punctual performance of all the obligations undertakings and provisions contained in or implied by this agreement on the Purchaser (including any indemnity given by the Purchaser in favour of the Vendor).

42.3 Indemnity

The Purchaser's Guarantor irrevocably and unconditionally indemnifies the Vendor against all Losses suffered or incurred by the Vendor as a result of any breach of any of the warranties, representations, covenants and conditions contained in or implied by this agreement on the Purchaser.

42.4 Continuing guarantee

The guarantee and indemnity respectively contained in subclause 2 and subclause 3 (Guarantee) are continuing and irrevocable and the obligations of the Purchaser's Guarantor are absolute and unconditional in all circumstances.

42.5 Right of recovery

The Vendor is not obliged to take any action against any person prior to claiming from the Purchaser's Guarantor.

42.6 Non-waiver of Guarantee

The Guarantee will not be abrogated, modified, prejudiced, affected or considered as wholly or partially discharged by any one or more of:

- (1) any time, credit, indulgence or concession extended by the Vendor to the Purchaser or any other person;
- (2) any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any rights of the Vendor against the Purchaser or any other person;
- (3) any variation of this agreement and the Purchaser's Guarantor will be deemed to have consented to any such variation;
- (4) the neglect or omission of the Vendor to enforce any such rights;
- (5) the Vendor becoming subject to an Insolvency Event;
- (6) the lack of power of the Purchaser's Guarantor to enter into this agreement; and
- (7) any other obligation arising between the Vendor and the Purchaser being or becoming unenforceable in whole or in part for any reason.

42.7 Principal obligation

The Guarantee is a principal obligation and will not be treated as ancillary or collateral to any other obligation.

42.8 Non-derogation of rights

The Guarantee is in addition to and not in substitution for any other rights which the Vendor may have.

- (1) The vendors agree to execute any application documents and other documents required at the request of the purchaser and at the purchaser's sole expense, to enable the purchaser to obtain any development approvals in relation to the property, which are required for the purchaser after completion.

42.9 Insolvency of Purchaser

In the event of an Insolvency Event affecting the Purchaser:

- (1) the Purchaser's Guarantor will not prove in such liquidation or bankruptcy in competition with the Vendor without the Vendor's prior written consent;
- (2) the Purchaser's Guarantor will immediately, if required by the Vendor in writing, prove in any such liquidation or bankruptcy for all money owed to the Purchaser's Guarantor and will not exercise or attempt to exercise any right of set-off against the relevant party;
- (3) money recovered by the Purchaser's Guarantor from any such Insolvency Event or pursuant to the realisation or enforcement of any security taken by the Purchaser's Guarantor from the Purchaser must be paid immediately to the Vendor to the extent of the unsatisfied liability of the Purchaser and/or the Purchaser's Guarantor under this document; and
- (4) the Purchaser's Guarantor authorises the Vendor to prove for any money due by the Purchaser to the Purchaser's Guarantor .

42.10 Costs

The Purchaser's Guarantor upon demand by the Vendor must pay all costs (including legal costs as between solicitor and client) expenses and other amounts incurred or paid by the Vendor in respect of the enforcement of the Guarantee and/or this document by the Vendor.

43. Death or Incapacity

If, prior to Completion, the Purchaser and/or the Vendor (or either or any of them if more than one):

- (1) dies;
- (2) becomes incapable of managing their affairs within the meaning of the Mental Health Act, 2007 (NSW); or
- (3) becomes subject to an Insolvency Event,

the Vendor may rescind this Contract.

44. Conditions of Sale By Auction

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential *property* or rural land:
- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.
 - (d) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:
 - (e) The purchaser of livestock must pay the stock and station agent who conducted the auction or the vendor the full amount of the purchase price:
 - (f) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
 - (g) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

- (h) unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

45. Holiday Period

- 45.1 In the event that the date for Completion falls within the period commencing 22 December, 2025 and ending 9 January, 2026 ('the Holiday Period') the date for completion is hereby extended to 12 January, 2026 ('the Resumption Date'). In the event that a party serves the other party with a notice during the Holiday Period service of the notice is deemed effected on the Resumption Date.
- 45.2 If, prior to the commencement of the Holiday Period, a party serves the other party with a Notice to Complete which appoints a date by which to complete this Contract which falls within the Holiday Period then the date is hereby extended to the Resumption Date.
- 45.3 In the event that damages are payable by either party pursuant to this Contract no damages will be payable by either party for any day that completion does not occur during the Holiday Period.

(1)

4322248

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **John Duric & Anna Duric**
Purchaser:
Property: **12 Lachlan Avenue, HARRINGTON PARK NSW 2567**
Dated:

Possession and tenancies

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

Title

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

Adjustments

10. All outgoing referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. 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?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

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

- a copy in advance.
- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 16.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 19.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
20. 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?
21. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?

- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 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 prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. Searches, surveys and enquiries 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 the completion date.

Off the plan contract

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



FOLIO: 216/843696

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|----------|
| ----- | ---- | ----- | ---- |
| 10/9/2025 | 10:03 AM | 8 | 8/9/2018 |

LAND

LOT 216 IN DEPOSITED PLAN 843696
AT HARRINGTON PARK
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP843696

FIRST SCHEDULE

JOHN DURIC
ANNA DURIC
AS JOINT TENANTS (T 3935569)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP843696 EASEMENT TO DRAIN WATER 1.5 WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP843696 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 4 DP843696 POSITIVE COVENANT
- 5 DP843696 RESTRICTION(S) ON THE USE OF LAND
- 6 3935570 MORTGAGE TO WESTPAC BANKING CORPORATION
- 7 6702710 MORTGAGE TO WESTPAC BANKING CORPORATION
- 8 AD411654 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2251562:NRS...

PRINTED ON 10/9/2025

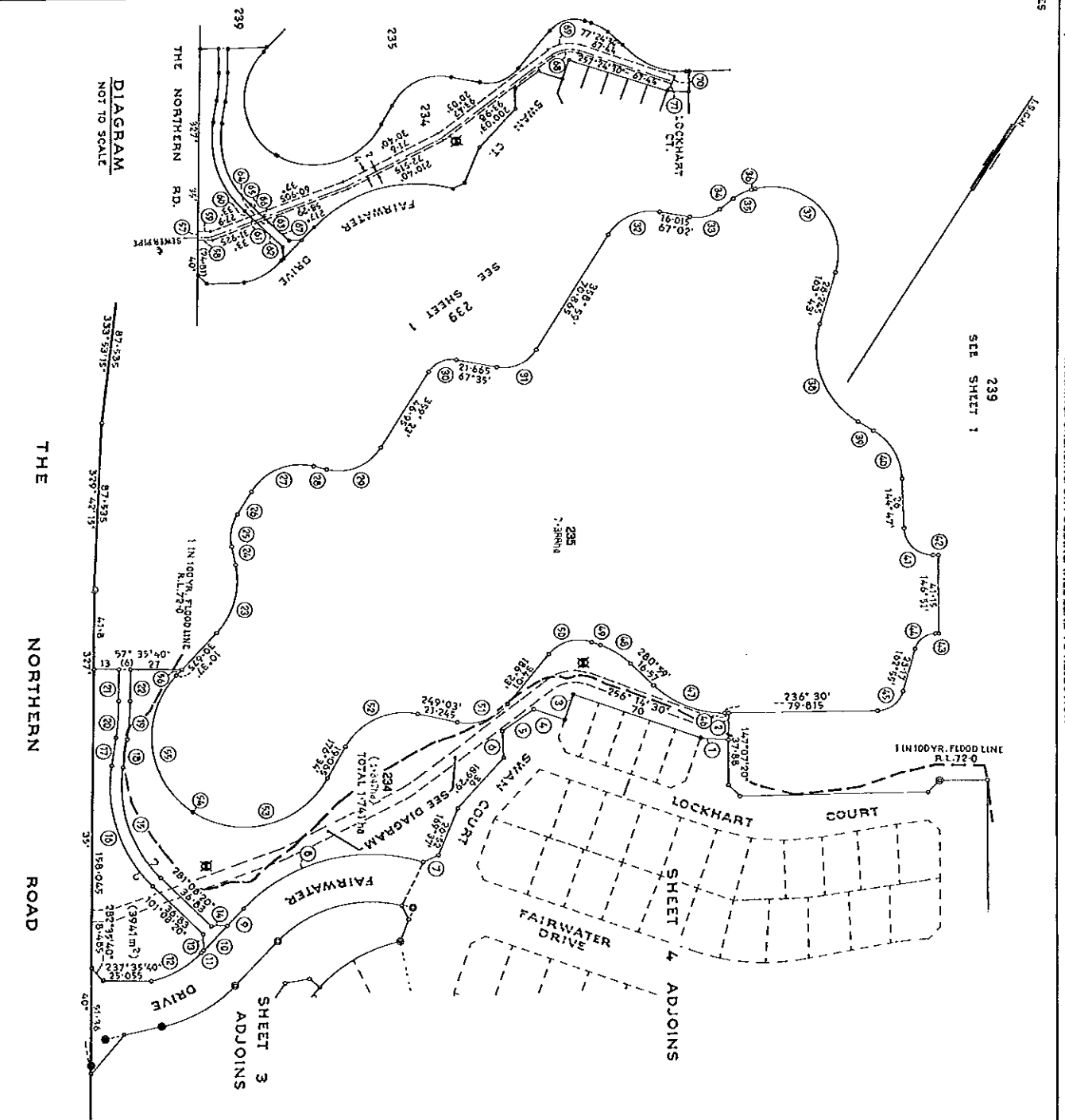
PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

| STATION | BEARING | DIST. | ARC | RAD. |
|---------|------------|--------|--------|------|
| 1 | 241°30' | 14.71 | 14.71 | 1 |
| 2 | 147°07'30" | 14.015 | 14.015 | 1 |
| 3 | 166°14'30" | 14 | 14 | 1 |
| 4 | 256°14'30" | 17 | 17 | 1 |
| 5 | 207°07' | 20 | 20 | 1 |
| 6 | 144°14' | 14 | 14 | 1 |
| 7 | 212°44' | 8.76 | 8.76 | 1 |
| 8 | 222°49' | 97.14 | 102.97 | 92.5 |
| 9 | 191°08'30" | 12.465 | 12.465 | 1 |
| 10 | 191°08'30" | 18 | 18 | 1 |
| 11 | 191°08'30" | 1.61 | 1.61 | 1 |
| 12 | 207°48' | 30.11 | 30.935 | 52.5 |
| 13 | 146°08'20" | 8.485 | 8.485 | 1 |
| 14 | 236°08'20" | 8.485 | 8.485 | 1 |
| 15 | 308°24' | 61.375 | 63.755 | 67 |
| 16 | 128°24' | 66.875 | 69.465 | 73 |
| 17 | 155°40' | 15.065 | 15.065 | 1 |
| 18 | 335°40' | 15.065 | 15.065 | 1 |
| 19 | 331°38' | 20.13 | 20.13 | 143 |
| 20 | 191°38' | 19.77 | 19.285 | 137 |
| 21 | 147°35'40" | 16.63 | 16.63 | 1 |
| 22 | 327°35'40" | 16.63 | 16.63 | 1 |
| 23 | 342°52' | 37.235 | 38.735 | 40 |
| 24 | 315°08' | 9.685 | 9.685 | 1 |
| 25 | 337°12' | 17.285 | 17.72 | 23 |
| 26 | 359°17' | 13.875 | 13.875 | 1 |
| 27 | 35°13' | 35.215 | 37.635 | 30 |
| 28 | 71°09' | 7.095 | 7.095 | 1 |
| 29 | 35°16' | 30.475 | 32.965 | 26 |
| 30 | 33°29' | 15.695 | 16.665 | 14 |
| 31 | 33°17' | 22.54 | 23.965 | 20 |
| 32 | 33°01' | 29.1 | 30.885 | 26 |
| 33 | 42°55' | 16.35 | 16.845 | 20 |
| 34 | 18°47' | 8.905 | 8.905 | 1 |
| 35 | 30°58' | 10.545 | 10.62 | 25 |
| 36 | 43°08' | 2.015 | 2.015 | 1 |
| 37 | 103°26' | 60.6 | 73.665 | 35 |
| 38 | 125°52' | 55.225 | 59.46 | 45 |
| 39 | 88°01' | 9.235 | 9.235 | 1 |
| 40 | 116°24' | 29.47 | 30.71 | 31 |
| 41 | 100°48' | 29.92 | 29.92 | 15 |
| 42 | 58°51' | 2.6 | 2.6 | 1 |
| 43 | 236°51' | 1.645 | 1.645 | 1 |
| 44 | 199°53' | 13.73 | 14.195 | 11 |
| 45 | 199°42' | 16.77 | 17.98 | 14 |
| 46 | 236°30' | 1.86 | 1.86 | 1 |
| 47 | 258°44' | 40.115 | 41.14 | 53 |
| 48 | 268°53' | 18.45 | 18.585 | 44 |
| 49 | 265°46' | 4.855 | 4.855 | 1 |
| 50 | 221°35' | 23.055 | 24.57 | 20 |
| 51 | 217°43' | 28.06 | 29.53 | 27 |
| 52 | 212°49' | 41.38 | 44.275 | 35 |
| 53 | 223°25' | 72.955 | 81.765 | 50 |
| 54 | 270°16' | 0.39 | 0.39 | 1 |
| 55 | 320°26' | 72.19 | 82.51 | 47 |
| 56 | 10°37' | 4.255 | 4.255 | 1 |
| 57 | 327°35'40" | 6 | 6 | 1 |
| 58 | 237°18' | 10.85 | 10.85 | 1 |
| 59 | 57°18' | 9.205 | 9.205 | 1 |
| 60 | 101°08'20" | 5.38 | 5.38 | 1 |
| 61 | 101°08'20" | 6.7 | 6.7 | 1 |
| 62 | 101°08'20" | 24.75 | 24.75 | 1 |
| 63 | 217°33' | 6.7 | 6.7 | 1 |
| 64 | 37°33' | 6.7 | 6.7 | 1 |
| 65 | 281°08'20" | 8.36 | 8.36 | 1 |
| 66 | 281°08'20" | 6.7 | 6.7 | 1 |
| 67 | 281°08'20" | 21.77 | 18.02 | 18 |
| 68 | 228°43'40" | 17.3 | 18.02 | 18 |
| 69 | 48°43'40" | 23.035 | 24.03 | 24 |
| 70 | 167°24'20" | 6 | 6 | 1 |
| 71 | 182°47'40" | 5.85 | 5.85 | 1 |



DP 843696

Registered: 17.10.1994

6 AUGUST 1994

Michael J. K.

This is a true and correct copy of the plan as shown to me by the engineer.

Surveyor registered under Surveyors Act 1939

For use where there is no other plan in force

Reduction Ratio 1:1500

Surveyor's Reference 94051

DP 843696

Registered: 17/10/1994

6 AUGUST 1994

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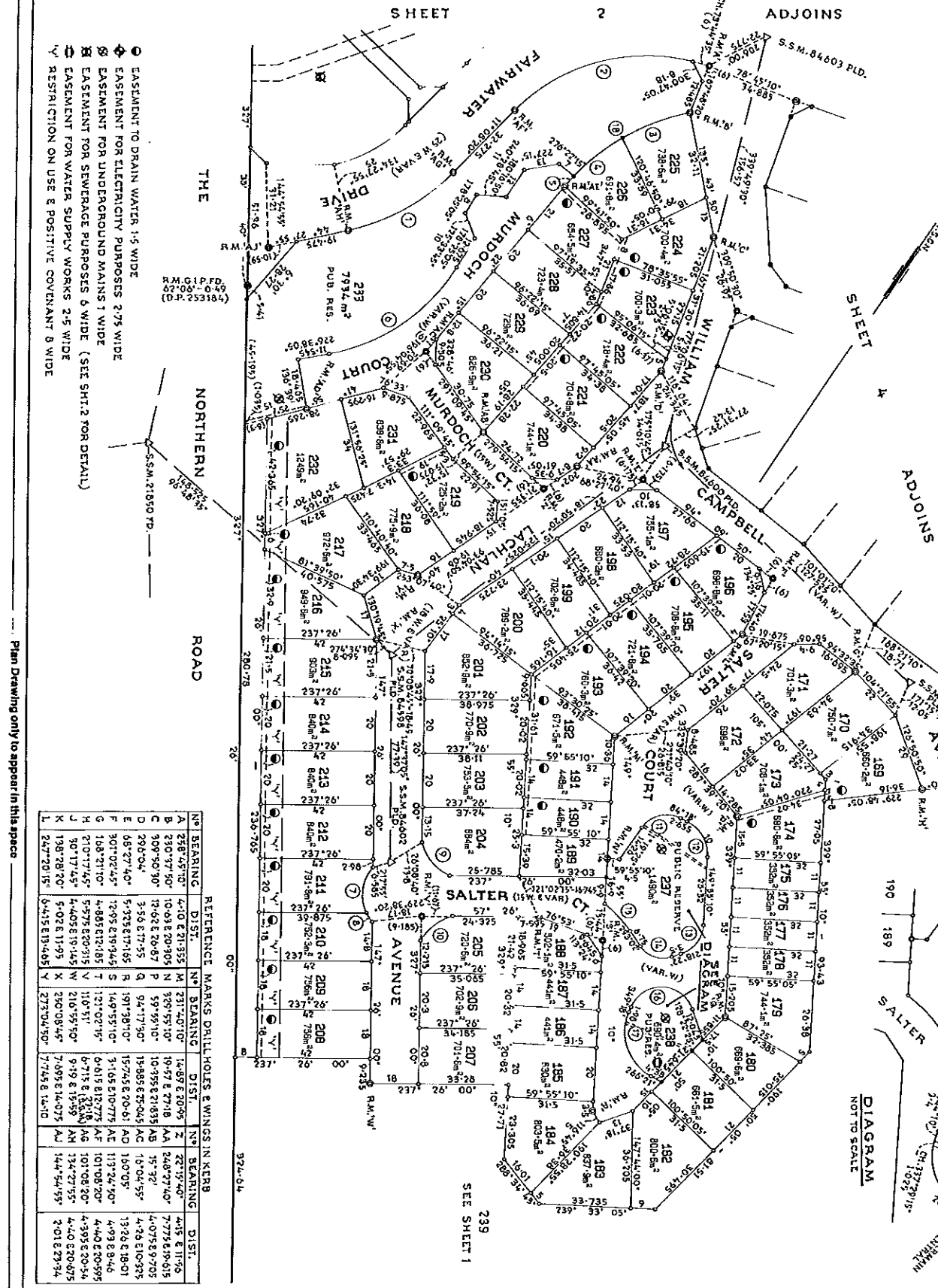
6 AUGUST 1994

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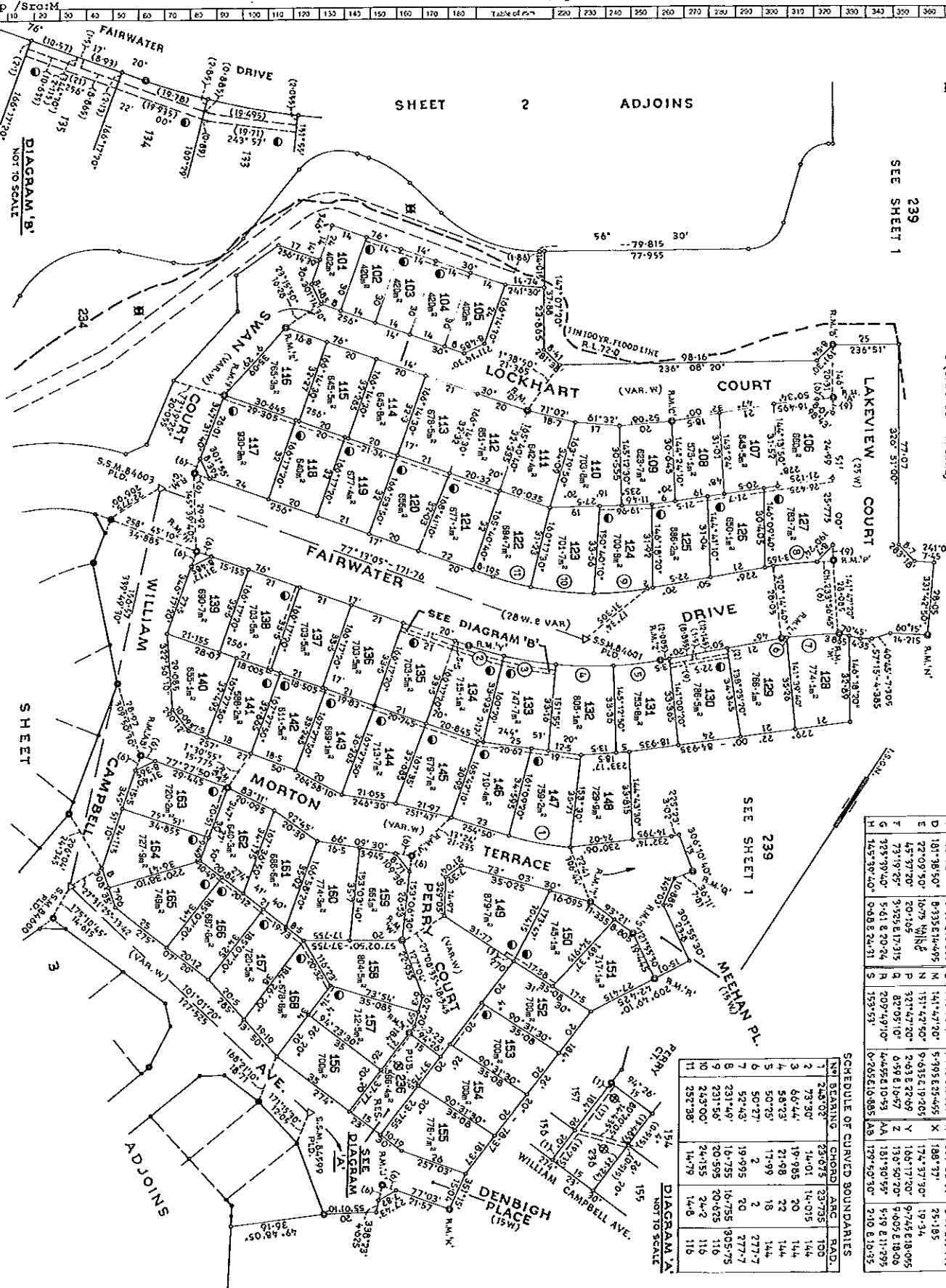
| N° | BEARING | ARC | CHORD | N° | BEARING | CHORD | ARC | N° | BEARING | CHORD | ARC | N° | BEARING | CHORD | ARC |
|----|------------|--------|--------|----|------------|--------|--------|-----|------------|--------|--------|----|------------|--------|--------|
| 1 | 271°48'00" | 14.445 | 14.508 | 10 | 19°13'00" | 14.455 | 15.193 | 20 | 7°05' | 14.455 | 15.193 | 30 | 35°42'45" | 14.455 | 15.193 |
| 2 | 41°10'00" | 6.756 | 70.755 | 11 | 42°48'55" | 14.575 | 15.933 | 40 | 16°17'30" | 14.575 | 15.933 | 50 | 8°05'40" | 14.575 | 15.933 |
| 3 | 35°42'45" | 26.38 | 26.5 | 12 | 117°00'45" | 15.17 | 16.03 | 60 | 28°42'30" | 15.17 | 16.03 | 70 | 154°31'30" | 15.17 | 16.03 |
| 4 | 16°17'30" | 27.36 | 27.72 | 13 | 184°08'50" | 13.5 | 14.335 | 80 | 113°50'00" | 13.5 | 14.335 | 90 | 286°53'30" | 13.5 | 14.335 |
| 5 | 8°05'40" | 5 | 5 | 14 | 285°42'30" | 12.13 | 13.03 | 100 | 154°31'30" | 12.13 | 13.03 | | | | |
| 6 | 202°31'30" | 58.905 | 59.05 | 15 | 283°49'25" | 13.78 | 14.64 | 110 | 154°31'30" | 13.78 | 14.64 | | | | |
| 7 | 154°31'30" | 17.155 | 18.175 | 16 | 58°50'00" | 22.485 | 23.13 | 120 | 154°31'30" | 22.485 | 23.13 | | | | |
| 8 | 113°50'00" | 3.84 | 3.885 | 17 | 307°48'30" | 25.165 | 25.805 | 130 | 154°31'30" | 25.165 | 25.805 | | | | |
| 9 | 286°53'30" | 15.945 | 16.485 | 18 | 207°34'40" | 48.445 | 49.22 | 140 | 154°31'30" | 48.445 | 49.22 | | | | |



| N° | BEARING | DIST. | N° | BEARING | DIST. | N° | BEARING | DIST. |
|----|------------|-------|----|---------|-------|----|---------|-------|
| A | 258°45'00" | 4.10 | E | 213°55' | 4.89 | E | 213°55' | 4.89 |
| B | 250°37'30" | 10.61 | E | 20°40' | 19.97 | E | 27°18' | 19.97 |
| C | 308°50'30" | 12.62 | E | 20°40' | 19.97 | E | 27°18' | 19.97 |
| D | 296°04' | 3.56 | E | 27°18' | 19.97 | E | 27°18' | 19.97 |
| E | 68°27'40" | 5.32 | E | 27°18' | 19.97 | E | 27°18' | 19.97 |
| F | 301°02'45" | 12.95 | E | 27°18' | 19.97 | E | 27°18' | 19.97 |
| G | 168°21'00" | 4.88 | E | 27°18' | 19.97 | E | 27°18' | 19.97 |
| H | 210°17'45" | 5.77 | E | 27°18' | 19.97 | E | 27°18' | 19.97 |
| I | 196°28'20" | 4.40 | E | 27°18' | 19.97 | E | 27°18' | 19.97 |
| J | 196°28'20" | 4.40 | E | 27°18' | 19.97 | E | 27°18' | 19.97 |
| K | 196°28'20" | 4.40 | E | 27°18' | 19.97 | E | 27°18' | 19.97 |
| L | 247°20'15" | 6.41 | E | 27°18' | 19.97 | E | 27°18' | 19.97 |

- EASEMENT TO DRAIN WATER 15 WIDE
- ⊗ EASEMENT FOR UNDERGROUND MAINS 1 WIDE
- ⊗ EASEMENT FOR SEWERAGE PURPOSES 6 WIDE (SEE SHEET FOR DETAIL)

SEE SHEET 1
239



| REF. BEARING | DIST. | REF. BEARING | DIST. | REF. BEARING | DIST. |
|--------------|--------------|--------------|---------------|---------------|--------------|
| A 140°51' | 5-77 E 11-74 | J 30°17'45" | 4-40 E 15-41 | N 22°10'45" | 5-26 E 18-87 |
| B 32°51' | 8-97 E 14-54 | K 138°28'20" | 9-42 E 11-95 | W 128°46'15" | 4-45 E 11-83 |
| C 137°32' | 7-97 E 12-85 | L 140°14'40" | 9-09 E 17-95 | W 207°08'35" | 8-07 E 11-95 |
| D 101°38'50" | 6-73 E 14-95 | M 141°42'20" | 5-99 E 15-45 | X 188°37' | 25-185 |
| E 42°09'50" | 20-155 | P 321°42'50" | 9-63 E 19-205 | Y 174°37'30" | 19-34 |
| F 73°19'25" | 3-92 E 17-31 | R 32°05'10" | 2-63 E 24-65 | Z 166°17'20" | 9-74 E 18-05 |
| G 32°39'40" | 5-41 E 20-24 | S 20°49'10" | 4-55 E 10-53 | AA 131°30'50" | 9-40 E 18-06 |
| H 145°30'40" | 9-88 E 24-31 | S 159°51' | 6-26 E 10-885 | AB 179°50'30" | 210 E 10-15 |

| REF. BEARING | DIST. | REF. BEARING | DIST. | REF. BEARING | DIST. |
|--------------|--------|--------------|--------|--------------|--------|
| 1 248°02' | 23-675 | 23-675 | 23-675 | 100 | 140 |
| 2 75°30' | 14-01 | 14-01 | 14-015 | 144 | 144 |
| 3 66°44' | 19-985 | 20 | 144 | 144 | 144 |
| 4 56°23' | 21-98 | 22 | 144 | 144 | 144 |
| 5 50°25' | 17-99 | 18 | 144 | 144 | 144 |
| 6 50°27' | 2 | 2 | 271-7 | 2 | 271-7 |
| 7 52°43' | 19-925 | 20 | 271-7 | 2 | 271-7 |
| 8 231°46' | 14-755 | 14-755 | 14-755 | 14-755 | 14-755 |
| 9 231°56' | 20-595 | 20-595 | 20-595 | 20-595 | 20-595 |
| 10 243°00' | 24-155 | 24-155 | 24-155 | 24-155 | 24-155 |
| 11 257°38' | 14-79 | 14-79 | 14-79 | 14-79 | 14-79 |

DP 843696
6 AUGUST 1994
This is a true and correct copy of the original as shown on the plan.

Plan Drawing only to appear in this space
Scale: Ratio 1:1000

Plant Drawing only to appear in this space

Scale: Ratio 1:1000

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

Lengths are in metres

(Sheet 1 of 10 Sheets)

PART 1

PLAN **DP 843696**

Plan of subdivision of Lot 2 in
Deposited Plan 835873

Full name and address of
Proprietor of the land

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

1. Identity of easement firstly referred
to in abovementioned plan

Easement to drain water 1.5 wide

Schedule of lots etc. affected

Lots burdened

Lots benefited

102
103
104
117
118
119
120
121
124
125
126
127
130
133
134
135
138
141
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101
101, 102, 104, 105
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118 - 122 inclusive
119 - 122 inclusive
120 - 122 inclusive
121 - 122 inclusive
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123, 124
123 - 125 inclusive
123 - 126 inclusive
129, 131
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132, 133
132 - 136 inclusive
137, 141 - 148 inclusive
142 - 148 inclusive
143 - 148 inclusive
144 - 148 inclusive
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146 - 148 inclusive
147 - 148 inclusive
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150, 151
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156, 157, 158, 164 - 168 inclusive
156, 157, 158, 165 - 168 inclusive
156, 157, 158, 166 - 168 inclusive
156, 157, 158, 167, 168
156, 157, 158, 168
156, 157, 158
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169, 239
189
189, 190
189 - 191 inclusive
189 - 192 inclusive
189 - 193 inclusive
189 - 194 inclusive
189 - 195 inclusive
239

Signed for and on behalf of
TAYLOR WOODROW (ESTATES) PTY. LIMITED
ACN 000 087 825
By its Attorney ANTHONY CHRISTOPHER RUMORE
date that I have not received any notice of the
revocation of the Power of Attorney registered in the
Office of the Registrar General Sydney as Book
4011, No 223 under which this document is
executed.

Anthony Rumore

Anna Fairfax
Anna Fairfax

Anna Fairfax

Anna Fairfax

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

Lengths are in metres

PART 1

(Sheet 2 of 10 Sheets)

PLAN

DP 843696

Plan of subdivision of Lot 2 in
Deposited Plan 835873

Schedule of lots etc. affected

Lots burdened

209
210
211
212
213
214
215
216
217
219
221
222
223
224
227
232

Lots benefited

208, 239
208, 209, 239
208 - 210 inclusive, 239
208 - 211 inclusive, 239
208 - 212 inclusive, 239
208 - 213 inclusive, 239
208 - 214 inclusive, 239
208 - 215 inclusive, 239
208 - 216 inclusive, 239
218
220
220, 221
220 - 222 inclusive
220 - 223 inclusive
220 - 224 inclusive
208 - 217 inclusive, 239

2. Identity of easement secondly referred
to in abovementioned plan

Easement for Electricity Purposes 2.75 wide

Schedule of lots etc. affected

Lots burdened

223

Name of Authority benefited

Prospect Electricity

3. Identity of easement thirdly referred
to in abovementioned plan

Easement for Underground Mains 1 wide

Schedule of lots etc. affected

Lots burdened

233, 236-238 inclusive

Name of Authority benefited

Prospect Electricity

4. Identity of easement fourthly referred
to in abovementioned plan

Easement for Sewerage Purposes 6 wide

Schedule of lots etc. affected

Lot burdened

234, 239

Name of Authority benefited

Water Board
(hereinafter also called "the Board" which
expression where herein used shall be deemed
to include the successors and assigns of the
Board.)

5. Identity of easement fifthly referred
to in abovementioned plan

Easement for Water Supply Works 2.5 wide

Schedule of lots etc. affected

Lots burdened

~~209~~, 238

Name of Authority benefited

Water Board

Dehmore

Lee J. Thomas
Lee J. Thomas

Anna Fairfax
Anna Fairfax

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

Lengths are in metres

(Sheet 3 of 10 Sheets)

PART 1

PLAN

DP 843696

Plan of subdivision of Lot 2 in
Deposited Plan 834873

6. Identity of positive covenant sixthly referred
to in abovementioned plan

Positive Covenant 8 wide

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

208 - 217 inclusive & 232

Camden Council

7. Identity of restriction seventhly referred
to in abovementioned plan

Restriction on use 8 wide

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

208 - 217 inclusive & 232

Camden Council

8. Identity of restriction eighthly referred
to in abovementioned plan

Restriction on use

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

117, 118, 120 - 139 inclusive
156, 163, 165, 167, 168, 169, 170, 181, 191,
192, 196, 198, 199, 212, 223, 224

Camden Council

9. Identity of restriction ninthly referred
to in abovementioned plan

Restriction on use

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

101 - 105 inclusive
111 - 116 inclusive
152 - 154 inclusive
157 - 158 inclusive
178 - 187 inclusive
189 - 192 inclusive
216 - 217 inclusive
226 - 228 inclusive
231 - 232 inclusive

Camden Council

10. Identity of restriction tenthly referred
to in abovementioned plan

Restriction on use

Schedule of lots etc. affected

Lots burdened

Lots benefited

each Lot except Lots 117 - 139
and Lots 233 - 239

every other Lot except Lots 117 - 139
and Lots 233 - 239

W. J. Moore

Lee Thomas
Lee Thomas

Anna Fairfax
Anna Fairfax

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

Lengths are in metres

(Sheet 4 of 10 Sheets)

PART 1

PLAN

DP 843696

Plan of subdivision of Lot 2 in
Deposited Plan 834873

11. Identity of restriction eleventhly referred
to in abovementioned plan

Restriction on use

Schedule of lots etc. affected

Lots burdened

Lots 117 - 139

Lots benefited

every other Lot except Lots 101 - 116
and Lots 140 - 239

PART 2

2. Terms of easement secondly referred to in abovementioned plan

An easement for the transmission of electricity and for that purpose to install 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 Prospect 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 Prospect 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 conditions.

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

PROSPECT ELECTRICITY

3. Terms of easement thirdly referred to in abovementioned plan

An easement for the transmission of electricity with full and free right leave liberty and licence for Prospect 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 cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles material machinery or implements or with any other necessary things or person 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 or undersurface or subsoil thereof without Prospect's permission in writing being first had and obtained PROVIDED that anything permitted by Prospect under the foregoing covenant shall be executed in all respects in accordance with the reasonable satisfaction of the Engineer of Prospect for the time being.

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

PROSPECT ELECTRICITY



Anna Fairfax

Anna Fairfax

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

Lengths are in metres

(Sheet 5 of 10 Sheets)

PART 2

PLAN

DP 843696

Plan of subdivision of Lot 2 in
Deposited Plan 834873

4. Terms of easement for Sewerage Purposes 6 wide fourthly referred to in abovementioned plan

An easement for Sewerage Purposes in the terms set out in Memorandum X342179 filed in the Land Titles Office. For the purposes of this Instrument, references within Memorandum X342179 to the "Transferee", shall be taken to be references to the Authority hereby benefited and references to the "Transferor", shall be taken to be references to the Registered Proprietor from time to time of the land burdened, AND references to "the said land" shall be taken as references to the site of the subject easement hereby created, AND FURTHER the use of the word "transferred" in that Memorandum, shall mean the easement or rights granted or transferred herein, from the Registered Proprietor of the land burdened to the Authority hereby benefited.

NAME OF AUTHORITY empowered to release, vary or modify the easement fourthly referred to in the abovementioned plan.

WATER BOARD

5. Terms of easement for Water Supply Works 2.5 wide fifthly referred to in abovementioned plan

An easement for Water Supply Works in the terms set out in Memorandum X342178 filed in the Land Titles Office. For the purposes of this Instrument, references within Memorandum X342178 to the "Transferee" shall be taken to be references to the Authority hereby benefited, references to the "Transferor" shall be taken to be references to the Registered Proprietor from time to time of the land burdened, AND references to "the said land" shall be taken as references to the site of the subject easement hereby created, AND FURTHER the use of the word "transferred" in the Memorandum, shall mean the easement or rights granted to transferred herein, from the Registered Proprietor of the land burdened to the Authority hereby benefited.

NAME OF AUTHORITY empowered to release vary or modify the easement fifthly referred to in abovementioned plan:

WATER BOARD

6. Terms of positive covenant sixthly referred to in abovementioned plan

- (i) The owner(s) or their assigns shall maintain the acoustic barrier in good order at all times.
- (ii) Where the acoustic barrier is not maintained to the satisfaction of Camden Council, Council has the right to enter upon the land and carry out the necessary works at the full cost of the owner(s).

NAME OF AUTHORITY whose consent is required to release vary or modify the positive covenant sixthly referred to in abovementioned plan

CAMDEN COUNCIL

7. Terms of restriction seventhly referred to in abovementioned plan

No person shall alter, remove or destroy any soil, planting or any part of the fence which forms part of the acoustic barrier without the prior approval of Camden Council

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

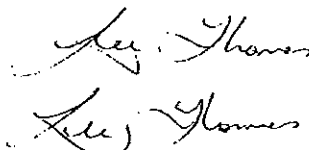
CAMDEN COUNCIL

8. Terms of restriction eighthly referred to in abovementioned plan

The present or any subsequent proprietor of the lots hereby burdened shall not create vehicle access from the indented parking bay adjacent.

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

CAMDEN COUNCIL



Anna Fairfax
Anna Fairfax

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

Lengths are in metres

(Sheet 6 of 10 Sheets)

PART 2

PLAN

DP 843696

Plan of subdivision of Lot 2 in
Deposited Plan 834873

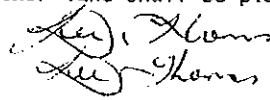
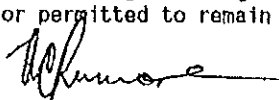
9. Terms of restriction ninthly referred to in abovementioned plan

The mobile garbage bin (MGB) associated with residential development on the specified allotments shall be placed on the appropriate MGB collection pad adjacent to lots 101, 105, 111, 116, 149, 158, 178, 188, 192, 217, 228, 231 237, and 238, for garbage removal by Council and shall be removed as soon as possible thereafter.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction ninthly referred to in abovementioned plan
CAMDEN COUNCIL

10. Terms of restriction tenthly referred to in abovementioned plan

- (1) No building shall be erected or permitted to remain on any lot burdened other than a building constructed having external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or fibre cement PROVIDED THAT the proportion of stone and/or concrete and/or glass shall not be more than twenty-five percent (25%) of the total area of the external walls. Timber shall not be used except in conjunction with the abovementioned materials and the proportion of timber shall not exceed ten percent (10%) of the total area of the external walls. Fibre cement shall not be used in external walls of such building except in gable ends and, in the case of a two-storey building, except in the walls of the upper storey where the proportion of fibre cement shall not exceed fifty percent (50%) of the total area of the external walls of the upper storey.
- (2) (a) No main building shall be erected or permitted to remain on any lot burdened having an area greater than nine hundred square metres (900m²) unless such main building has a minimum floor area greater than one hundred and eighty square metres (180m²) inclusive of car accommodation but exclusive of patios and verandahs.
- (b) No main building shall be erected or permitted to remain on any lot burdened having an area less than nine hundred square metres (900m²) but greater than six hundred square metres (600m²) unless such main building has an overall minimum floor area greater than one hundred and fifty square metres (150m²) inclusive of car accommodation but exclusive of patios and verandahs.
- (c) No main building shall be erected or permitted to remain on any lot burdened having an area less than six hundred square metres (600m²) but greater than four hundred and fifty square metres (450m²) unless such main building has an overall minimum floor area greater than one hundred and twenty square metres (120m²) inclusive of car accommodation but exclusive of patios and verandahs.
- (d) No main building shall be erected or permitted to remain on any lot burdened having an area less than four hundred and fifty square metres (450m²) unless such main building has an overall minimum floor area greater than one hundred square metres (100m²) inclusive of car accommodation but exclusive of patios and verandahs.
- (3) No dual occupancies shall be erected on any lot burdened without prior consent of Dandaloo Pty Limited ("Dandaloo").
- (4) No main building shall be erected without at least an enclosed single car garage or carport (with front tilt or roller door), with the same not being constructed of materials other than those being the same as the building materials used in the main dwelling.
- (5) No main building shall be erected or permitted to remain on any lot burdened except where it is constructed with a roof consisting of tile (cement or clay), slate, terracotta, colourbond material (in a colour approved by Dandaloo) or shingle material.
- (6) No building shall be erected or permitted to remain on any lot burdened except where it is constructed of new materials unless otherwise approved by Dandaloo.
- (7) No existing dwelling house erected on any other land shall be placed, re-erected, re-constructed or permitted to remain on any lot burdened.



Anna Fairfax
Anna Fairfax

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

Lengths are in metres

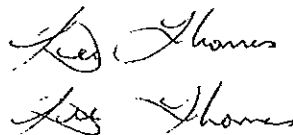
(Sheet 7 of 10 Sheets)

PART 2

PLAN **DP 843696**

Plan of subdivision of Lot 2 in
Deposited Plan 834873

- (8) No structure of a temporary character, basement, tent, shack, garage, trailer, campervan or caravan shall be used at any time as a dwelling or residence on any lot burdened.
- (9) No commercial activity shall be conducted or carried out on any lot burdened without the prior approval of Dandaloo and of Camden Council.
- (10) (a) No fencing shall be erected or permitted to remain on any lot burdened unless it shall be 1.8 metres in height and unless it shall be constructed of lapped and capped type paling fence material, brushwood, stone, brick or colourbond material (in such colour as is approved by Dandaloo).
(b) No fence shall be erected or be permitted to remain erected between the front boundary of each allotment hereby burdened and the building line for each such allotment as fixed by Camden Council unless prior approval in writing of Dandaloo has first been obtained.
(c) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Dandaloo without the consent of Dandaloo or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to Dandaloo 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 or administrators and assigns only during ownership of the said adjoining lands by Dandaloo other than purchasers on sale.
- (11) No building shall be erected or made on, in or over the lot hereby burdened or any part hereof unless plans, elevations and a schedule of materials sufficient to fully outline, detail and particularise the building or structure have received the prior written approval of Dandaloo.
- (12) No external advertisement sign, hoarding (except those required by law to be erected) or "for sale" sign shall be erected, constructed or displayed without the prior written approval of Dandaloo.
- (13) No main building or dwelling erected upon any lot hereby burdened shall be used for the purpose of an exhibition or display home or "open house" without the prior written consent of Dandaloo and no such main building or dwelling shall be used for any such purpose with the consent of Dandaloo unless such use is in accordance with the conditions, restrictions and terms imposed by Dandaloo as a condition of such written consent having been granted.
- (14) No trucks or commercial vehicles over three (3) tonnes shall be kept on any lot burdened or parked on a regular basis on any lot burdened. No unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any lot hereby burdened closer to the street adjoining such lot than the house building line as fixed by Camden Council.
- (15) No satellite dish or other electronic signal receiving device other than a T.V. antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to Dandaloo and Dandaloo has given its written consent to the construction of such satellite dish or electronic signal receiving device.
- (16) The terms of all of the covenants hereby created shall expire and be of no further force and effect from the date expiring ten (10) years after the date of registration of the deposited plan pursuant to which these covenants are created.
- (17) In respect of any of the covenants where the consent of Dandaloo is required, such consent can be given by any person or corporation nominated or appointed by Dandaloo for such purpose or any attorney of Dandaloo having power in that regard.



Anna Fairfax

Anna Fairfax

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

Lengths are in metres

(Sheet 8 of 10 Sheets)

PART 2

PLAN D.P. 843696

Plan of subdivision of Lot 2 in
Deposited Plan 834873


- (18) Should the terms of any covenant hereby created or any part thereof be found to be invalid or unenforceable, then the same shall be severed and such invalidity or unenforceability shall not affect the terms of any of the other covenants hereby created or any parts thereof which are valid and enforceable.

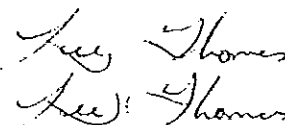
Person having power to release vary or modify the restriction tenthly referred to in abovementioned plan.

DANDALOO PTY LIMITED

11. Terms of restriction eleventhly referred to in abovementioned plan

- (1) No building shall be erected or permitted to remain on any lot burdened other than a building constructed having external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or fibre cement PROVIDED THAT the proportion of stone and/or concrete and/or glass shall not be more than twenty-five percent (25%) of the total area of the external walls. Timber shall not be used except in conjunction with the abovementioned materials and the proportion of timber shall not exceed ten percent (10%) of the total area of the external walls. Fibre cement shall not be used in external walls of such building except in gable ends and, in the case of a two-storey building, except in the walls of the upper storey where the proportion of fibre cement shall not exceed fifty percent (50%) of the total area of the external walls of the upper storey.
- (2) (a) No main building shall be erected or permitted to remain on any lot burdened having an area greater than nine hundred square metres (900m²) unless such main building has a minimum floor area greater than one hundred and eighty square metres (180m²) inclusive of car accommodation but exclusive of patios and verandahs.
- (b) No main building shall be erected or permitted to remain on any lot burdened having an area less than nine hundred square metres (900m²) but greater than six hundred square metres (600m²) unless such main building has an overall minimum floor area greater than one hundred and fifty square metres (150m²) inclusive of car accommodation but exclusive of patios and verandahs.
- (c) No main building shall be erected or permitted to remain on any lot burdened having an area less than six hundred square metres (600m²) but greater than four hundred and fifty square metres (450m²) unless such main building has an overall minimum floor area greater than one hundred and twenty square metres (120m²) inclusive of car accommodation but exclusive of patios and verandahs.
- (d) No main building shall be erected or permitted to remain on any lot burdened having an area less than four hundred and fifty square metres (450m²) unless such main building has an overall minimum floor area greater than one hundred square metres (100m²) inclusive of car accommodation but exclusive of patios and verandahs.
- (3) No dual occupancies shall be erected on any lot burdened without prior consent of Dandaloo Pty Limited ("Dandaloo").
- (4) No main building shall be erected without at least an enclosed single car garage or carport (with front tilt or roller door), with the same not being constructed of materials other than those being the same as the building materials used in the main dwelling.
- (5) No main building shall be erected or permitted to remain on any lot burdened except where it is constructed with a roof consisting of tile (cement or clay), slate, terracotta, colourbond material (in a colour approved by Dandaloo) or shingle material.
- (6) No building shall be erected or permitted to remain on any lot burdened except where it is constructed of new materials unless otherwise approved by Dandaloo.
- (7) No existing dwelling house erected on any other land shall be placed, re-erected, re-constructed or permitted to remain on any lot burdened.





Anna Fairfax
Anna Fairfax

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

Lengths are in metres

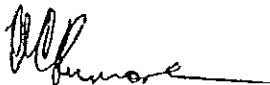
(Sheet 9 of 10 Sheets)

PART 2

PLAN D.P. 843696

Plan of subdivision of Lot 2 in
Deposited Plan 834873

- (8) No structure of a temporary character, basement, tent, shack, garage, trailer, campervan or caravan shall be used at any time as a dwelling or residence on any lot burdened.
- (9) (a) No fencing shall be erected or permitted to remain on any lot burdened unless it shall be 1.8 metres in height and unless it shall be constructed of lapped and capped type paling fence material, brushwood, stone, brick or colourbond material (in such colour as is approved by Dandaloo).
- (b) No fence shall be erected or be permitted to remain erected between the front boundary of each allotment hereby burdened and the building line for each such allotment as fixed by Camden Council unless prior approval in writing of Dandaloo has first been obtained.
- (c) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Dandaloo without the consent of Dandaloo or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to Dandaloo 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 or administrators and assigns only during ownership of the said adjoining lands by Dandaloo other than purchasers on sale.
- (10) No building shall be erected or made on, in or over the lot hereby burdened or any part hereof unless plans, elevations and a schedule of materials sufficient to fully outline, detail and particularise the building or structure have received the prior written approval of Dandaloo.
- (11) No external advertisement sign, hoarding (except those required by law to be erected) or "for sale" sign shall be erected, constructed or displayed without the prior written approval of Dandaloo.
- (12) No main building or dwelling erected upon any lot hereby burdened shall be used other than for the purposes of an exhibition or display home and no such main building or dwelling shall be used for any such purpose except in accordance with the conditions, restrictions and terms imposed by Dandaloo from time to time.
- (13) No trucks or commercial vehicles over three (3) tonnes shall be kept on any lot burdened or parked on a regular basis on any lot burdened. No unregistered vehicles, caravans, trailers, campers or like vehicles shall be kept or be caused to remain on any lot hereby burdened closer to the street adjoining such lot than the house building line as fixed by Camden Council.
- (14) No satellite dish or other electronic signal receiving device other than a T.V. antenna shall be erected on any lot hereby burdened unless and until plans and specifications for such satellite dish or electronic signal receiving device has been submitted to Dandaloo and Dandaloo has given its written consent to the construction of such satellite dish or electronic signal receiving device.
- (15) The terms of all of the covenants hereby created (other than covenant 12) shall expire and be of no further force and effect from the date expiring ten (10) years after the date of registration of the deposited plan pursuant to which these covenants are created.
- (16) The terms of covenant 12 shall expire and be of no further force and effect from the date being the earlier of the date of expiry of the development consent issued by Camden Council in relation to the use of any lot hereby burdened for the purposes of an exhibition or display home ("the said development consent") or the date upon which Dandaloo surrenders the said development consent and indicates to Camden Council that the said development consent is no longer required to apply to any lot hereby burdened.
- (17) In respect of any of the covenants where the consent of Dandaloo is required, such consent can be given by any person or corporation nominated or appointed by Dandaloo for such purpose or any attorney of Dandaloo having power in that regard.





Anna Fairfax

Anna Fairfax

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

Lengths are in metres

(Sheet 10 of 10 Sheets)

PART 2

PLAN D.P. 843696

Plan of subdivision of Lot 2 in
Deposited Plan 834873

- (18) Should the terms of any covenant hereby created or any part thereof be found to be invalid or unenforceable, then the same shall be severed and such invalidity or unenforceability shall not affect the terms of any of the other covenants hereby created or any parts thereof which are valid and enforceable.

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

DANDALOO PTY LIMITED

Amendment



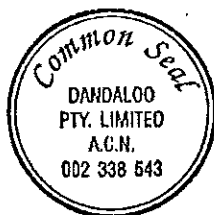
Anna Fairfax
DIRECTOR

Lee Thomas

SECRETARY

Signed for and on behalf of
TAYLOR WOODROW (ESTATES) PTY. LIMITED
A.C.N. 001 782 556/
TAYLOR WOODROW (AUSTRALIA) PTY. LIMITED
A.C.N. 000 097 825
by its Attorney ANTHONY CHRISTOPHER RUMORE
state that I have not received any notice of the
revocation of the Power of Attorney registered in the
Office of the Registrar General Sydney as Book
4011, No 225 under which this document is
executed.

Anthony Rumore



Anna Fairfax
ANNA FAIRFAX
DIRECTOR

Lee Thomas

SECRETARY

REGISTERED 17.10.1994

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

APPLICANT: Nicole Swan
Suite 5, Level 1, 8-10 Somerset Avenue
Narellan NSW 2567

Certificate number: 20235341
Reference number: 1358827
Certificate issue date: 10/09/2025
Certificate fee: \$71.00
Applicant's reference: PS2251562.NS
Property number: 112596
Applicant's email: contracts@cmcox.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 216 DP: 843696
Address: **12 Lachlan Avenue HARRINGTON PARK NSW 2567**

BACKGROUND INFORMATION

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



1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

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

LOCAL ENVIRONMENTAL PLANS (LEPs)

Camden Local Environmental Plan 2010.



DEVELOPMENT CONTROL PLANS (DCPs)

Camden Development Control Plan 2019, as amended

PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

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

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

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

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

PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)

No.

DRAFT DEVELOPMENT CONTROL PLANS (DCPs)

No.

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

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

(a) ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

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

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

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

(iii) Prohibited

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

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

No.

(d) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

No.

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

No.

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

No.

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

No.

3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023



(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 –

(a) the name of the region

Greater Sydney Region

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

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

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

No.

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 COMPLYING DEVELOPMENT

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

HOUSING CODE

Complying development MAY be carried out on the land



RURAL HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

Note: Under clause 1.19(3B) of the SEPP (Exempt and Complying Development Codes) 2008, development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is—

- (a) for the purposes of dual occupancies, and
- (b) carried out on land in Zone R2 Low Density Residential, and
- (c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

PATTERN BOOK DEVELOPMENT CODE

Complying development MAY be carried out on the land

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS BUILDINGS CODE



Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISIONS CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land

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

5 EXEMPT DEVELOPMENT

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.



GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

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

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

No.

7 LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No.

8 ROAD WIDENING AND ROAD REALIGNMENT

Whether the land is affected by road widening or road realignment under—

- (a) the Roads Act 1993, Part 3, Division 2, or

- (b) an environmental planning instrument, or
- (c) a resolution of the council.

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

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

No response required

- (3) In this section—

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

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

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

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

- (2) In this section—

adopted policy means a policy adopted—

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

LAND SLIP

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

BUSH FIRE



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

TIDAL INUNDATION

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

SUBSIDENCE

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

ACID SULFATE SOILS

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

CONTAMINATION

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

AIRCRAFT NOISE

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

SALINITY

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

COASTAL HAZARDS

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

SEA LEVEL RISE



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

11 BUSH FIRE PRONE LAND

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

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

No.

12 LOOSE-FILL ASBESTOS INSULATION

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

No.

13 MINE SUBSIDENCE

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

No.

14 PAPER SUBDIVISION INFORMATION

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

(a) applies to the land, or

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

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

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

Not Applicable

15 PROPERTY VEGETATION PLANS

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



No.

16 BIODIVERSITY STEWARDSHIP SITES

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

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

No.

17 BIODIVERSITY CERTIFIED LAND

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

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

All or part of the subject land is biodiversity certified land, under Part 8 of the Biodiversity Conservation Act 2016, or under Part 7AA and/or Schedule 7 Part 7 of the Threatened Species Conservation Act 1995, which remain in force under the Biodiversity Conservation (Savings and Transitional) Regulation 2017.

For more information about biodiversity certification, and the extent of the property that is certified, please visit: www.camden.nsw.gov.au/environment/biodiversity

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

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

Not Applicable.

20 WESTERN SYDNEY AEROTROPOLIS

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

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

No.

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

No.

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

No.

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

No.

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

No.

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

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

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

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

No.

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

No.

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



No.

(4) In this section—

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

23 WATER OR SEWERAGE SERVICES

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

Not applicable.

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

24 SPECIAL ENTERTAINMENT PRECINCTS

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

Not applicable

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

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

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

No.

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

No.

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

No.



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

No.

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

No.

DISCLAIMER AND CAUTION

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

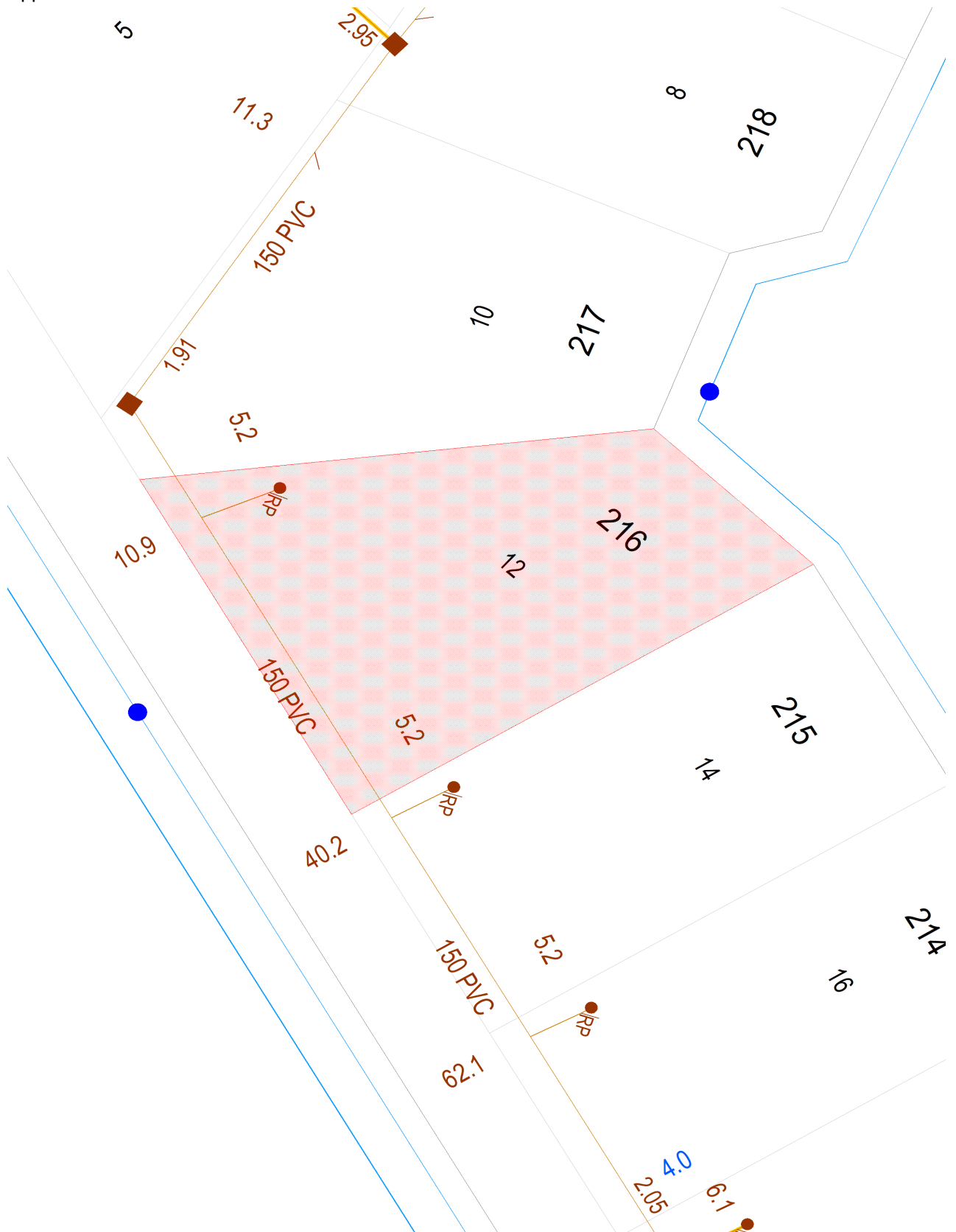
The information contained in this certificate is accurate as at the date of this certificate.

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

Andrew Carfield
General Manager

Service Location Print

Application Number: 8004618525



Document generated at 10-09-2025 10:20:31 AM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8004618526

M.W.S. & D.B.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF CAMDEN SUBURB OF HARRINGTON PARK Copy of Diagram No. 4874021

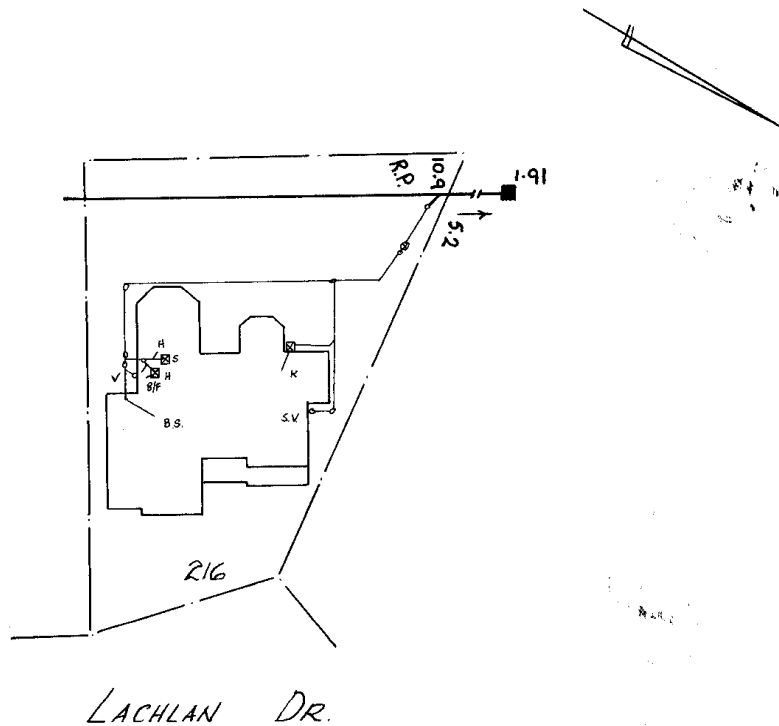
SYMBOLS AND ABBREVIATIONS

| | | | |
|--------------------------------------|---------|--|------|
| INDICATES - DRAINAGE FITTINGS | | INDICATES - PLUMBING FIXTURES & OR FITTINGS | |
| Chr. | P. Trap | CO | Bid |
| L.H. | R | O V | S |
| B.T. | C.E. | T | DW. |
| I.S. | V | K | F |
| Pit | IP | W | M |
| G | MF | B | BS |
| Gully | Jn. | H | LS |
| | RP | INDICATES - PLUMBING ON MORE THAN ONE LEVEL | |
| | | O SV | O WS |

SEWER AVAILABLE

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

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



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

| | | | |
|--|---------------------------------|-------------------------------|--|
| W.s. _____ Ur.s. _____ Sewer Ref. _____ Sheet No. _____ | DRAINAGE Inspected by _____ | Date of Issue _____ | PLUMBING Inspected YES NO |
| | Inspector _____ | Outfall _____ | Inspector _____ |
| | Cert. Of Compliance No. _____ | Drainer _____ | Cert. Of Compliance No. _____ |
| | Field Diagram Examined by _____ | Plumber _____ | For Regional Manager _____ |
| | Tracing Checked by _____ | Boundary Trap is not required | |

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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**.