

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Murray Kennedy Real Estate 4 Somerset Avenue, Narellan, NSW 2567	Phone: 02 4648 0600 Email: hello@murraykennedy.com.au Fax: 02 4648 0611 Ref:
co-agent vendor	Charles Paul Caruana 15 Gardiner Crescent, Elderslie, NSW 2570	
vendor's solicitor	Coutts Lawyers & Conveyancers Shop 5, 338 Camden Valley Way NARELLAN NSW 2567	Phone: 02 4647 7577 Email: adriana@couttslegal.com.au Ref: AC:ES:20252562
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	15 Gardiner Crescent, Elderslie, New South Wales 2570 Registered Plan: Lot 101 Plan DP 1129378 Folio Identifier 101/1129378	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☒ air conditioning	☒ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☐ curtains	☒ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☒ TV antenna
	☒ other: Remotes for garage, alarm			
exclusions	Doorbell			
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date		(if not stated, the date this contract was made)		

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

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

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full

☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General ☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☒ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to off the plan contract Other ☐ 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • 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.

15 Gardiner Crescent, Elderslie NSW 2570

CONDITIONS OF SALE BY AUCTION

If the Property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*.

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

ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

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

33 ALTERATIONS TO PRINTED FORM

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

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

34 REAL ESTATE AGENT

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

35 NOTICE TO COMPLETE

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

36 TRANSFER

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

37 COUNTERPARTS AND ELECTRONIC SIGNATURE

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

38 LATE COMPLETION

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

39 CONDITION OF PROPERTY

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

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

40 ENTIRE AGREEMENT

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

41 CAPACITY

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

42 DEPOSIT

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

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

43 RELEASE OF DEPOSIT

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

44 WARRANTY BY PURCHASER

The Purchaser warrants:

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

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

45 GUARANTEE FOR CORPORATE PURCHASER

In consideration the the vendor contracting with the corporate purchaser,

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

SIGNED by)

the guarantors in the presence of:)

Signature of Witness

Signature

Print Name of Witness

46 VENDOR DISCLOSURE

46.1 The Vendor discloses and the Purchaser acknowledges that Transport for NSW have announced various corridors as well as the Western Sydney Airport.

46.2 The Purchaser warrants to the Vendor that it has visited and viewed the contents of the website https://www.transport.nsw.gov.au/corridors_as_well_as_https://www.planning.nsw.gov.au/assess-and-regulate/state-significant-projects/sydney-metro/western-sydney-airport. The Purchaser acknowledges that they are aware of, and have made their own enquiries into, the location, proximity and effect of the investigation area of the Corridors and any subsequent proposals/s.

46.3 The Purchaser acknowledges that the Vendor has entered into this Contract in reliance of the Purchaser's warranty contained in this special condition.

46.4 The Purchaser acknowledges having notice of the Corridors and Western Sydney Airport and cannot make any objection, requisition, claim for compensation, rescind or terminate the Contract, whatever the case may be in this regard.

47 SEWER

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

48 CHRISTMAS PERIOD

Should any event, condition, notice or due date in relation to this Contract become due to occur during the period of 19 December 2025 to 5 January 2026, then the parties agree that the event, condition, notice or due date shall be deemed to be due to occur on 7 January 2026.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- please identify the building work carried out;
 - when was the building work completed?
 - please state the builder's name and licence number;
 - please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- did its installation or construction commence before or after 1 August 1990?
 - has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- To whom do the boundary fences belong?
 - Are there any party walls?
 - If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - whether there are any existing breaches by any party to it;
 - whether there are any matters in dispute; and
 - whether the licensor holds any deposit, bond or guarantee.
 - In relation to such licence:
 - All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- any road, drain, sewer or storm water channel which intersects or runs through the land?
 - any dedication to or use by the public of any right of way or other easement over any part of the land?
 - any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- any resumption or acquisition or proposed resumption or acquisition?
 - any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - any sum due to any local or public authority? If so, it must be paid prior to completion.
 - any realignment or proposed realignment of any road adjoining the Property?
 - the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - If so, do any of the connections for such services pass through any adjoining land?
 - Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 101/1129378

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
23/10/2025	2:40 PM	2	5/7/2011

LAND

LOT 101 IN DEPOSITED PLAN 1129378
AT ELDERSLIE
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1129378

FIRST SCHEDULE

CHARLES PAUL CARUANA (T AG347531)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1129377 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE ABOVE DESCRIBED LAND
- 3 DP1129378 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1129378 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN S88B INSTRUMENT
- 5 DP1129378 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN S88B INSTRUMENT
- 6 DP1129378 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN S88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20252562...

PRINTED ON 23/10/2025

TABLE OF REFERENCE MARKS			
No.	BEARING	DISTANCE	ORIGIN MARK
1	152°04'15"	2.945 & 15.65	DP 1129377 DH & WS FD
2	62°46'50"	4.16 & 11.67	DP 1129377 DH & WS FD
3	152°40'15"	2.95 & 13.67	DP 1129377 DH & WS FD
4	198°57'45"	2.85 & 13.6	DP 1129377 DH & WS FD
5	211°31'00"	3.78 & 17.07	DP 1129377 SSM146793 FD
6	290°08'10"	3.85 & 17.02	DP 1129377 DH & WS FD
7	200°08'10"	4.3 & 11.65	DP 1129377 DH & WS FD
8	200°08'10"	4.3 & 11.62	DP 1129377 DH & WS FD
9	62°46'50"	4.25 & 11.58	DP 1129377 DH & WS FD
10	290°08'10"	3.7 & 16.95	DP 1129377 DH & WS FD
11	110°08'10"	3.9 & 17.1	DP 1129377 DH & WS FD
12	335°19'35"	26.82	DP 1109169 SSM146869 FD

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	332°44'50"	1.51		
2	155°08'00"	8.48		
3	245°07'30"	8.485		
4	62°46'50"	4.605		
5	252°59'20"	20.585		20.625
6	264°04'15"	16.805		16.825
7	274°01'40"	16.805		16.825
8	283°59'05"	16.805		16.825
9	288°57'45"	1.895		
10	154°32'55"	8.4		
11	38°06'55"	9.65		
12	243°18'20"	0.075		
13	332°44'50"	8.425		
14	107°43'35"	8.425		
15	197°43'35"	8.425		
16	244°01'55"	1.885		
17	244°01'55"	7.12		96.81
18	131°27'30"	10.91		15

SURVEYING REGULATIONS 2006 CLAUSE 35 (1) (b) AND CLAUSE 61 (2)					
MARK	M.G.A. CO-ORDINATES	CLASS	ORDER	METHOD	ORIGIN
1	EASTING	NORTHING			
SM 15499	289 562.746	6 229 201.584	C	4	CASTRAL DANGER SCNS
SM 15520	289 593.795	6 229 194.559	C	4	CASTRAL DANGER SCNS
SM 15421	289 642.740	6 229 194.370	C	4	CASTRAL DANGER SCNS
SM 15497	289 703.260	6 228 955.571	C	4	CASTRAL DANGER SCNS
SM 14679	289 840.03	6 228 955.76			CASTRAL DANGER DP 1129377
SM 14679	289 723.54	6 229 984.49			CASTRAL DANGER DP 1129377
SM 14679	289 866.10	6 229 984.49			CASTRAL DANGER DP 1129377

COMBINED SCALE FACTOR : 1.00013

ZONE : 56

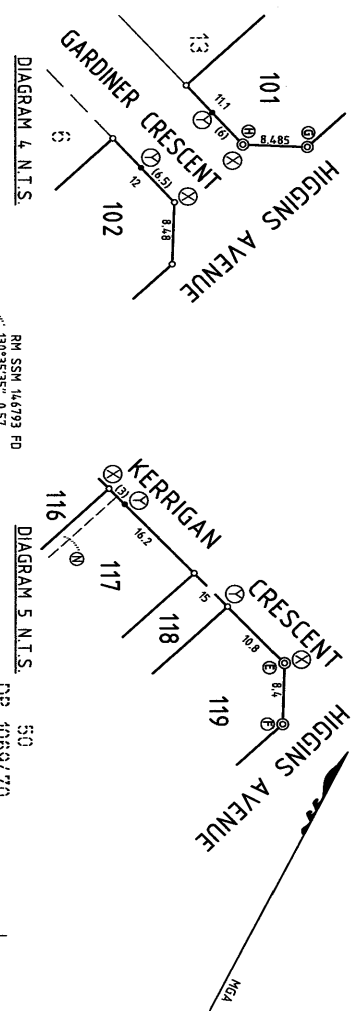
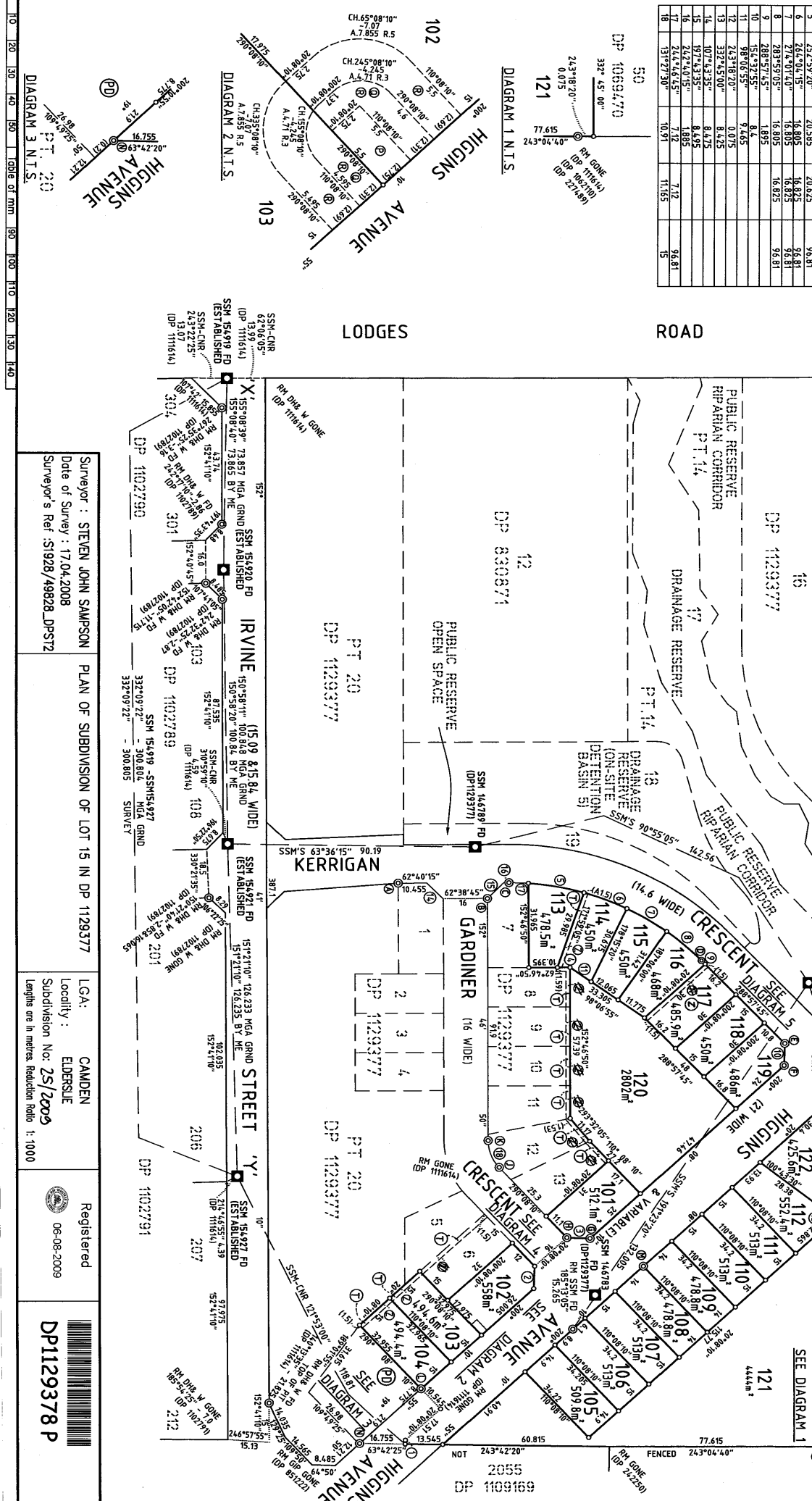
DP 1129377 DENOTES EASEMENT FOR PADDOCK SUBSTATION 2.75 WIDE

DP 1129377 DENOTES RESTRICTION ON THE USE OF LAND

DP 1129377 DENOTES RESTRICTION ON THE USE OF LAND

DP 1129377 DENOTES EASEMENT TO DRAIN WATER 1.5 WIDE DP 1129377

DP 1129377 DENOTES PART OF LOT 20 DP 1129377



Surveyor: STEVEN JOHN SAMPSON
Date of Survey: 17.04.2008
Surveyor's Ref: S1928/49828.DP572

PLAN OF SUBDIVISION OF LOT 15 IN DP 1129377

LGA: CAMDEN
Locality: EUDERSLIE
Subdivision No: 25/2009
Registered
06-08-2009
DP1129378 P

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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



DP1129378 S

PURSUANT TO S88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE :-

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
3. RESTRICTION ON THE USE OF LAND 3 WIDE
4. RESTRICTION ON THE USE OF LAND 5 WIDE
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND

Registered: 06-08-2009

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 15 IN DP 1129377

LGA: CAMDEN

Locality: ELDERSLIE

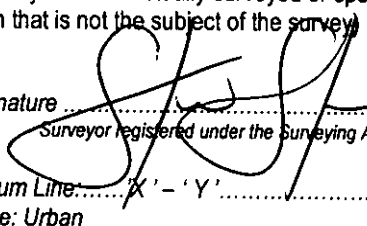
Parish: NARELLAN

County: CUMBERLAND

Surveying Regulation, 2006

I, STEVEN JOHN SAMPSON
of Burton & Field P/L, DX 5020 Liverpool
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on 17-04-2008

The survey relates to LOT 15 IN
DP..1129377.....
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature:  Dated: 10/07/2008
Surveyor registered under the *Surveying Act, 2002*

Datum Line: 'X' - 'Y'
Type: Urban

Plans used in the preparation of compilation

DP 1109169
DP 1111614
DP 1129377

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

SURVEYOR'S REFERENCE: S1928/49828_DPST2

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

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

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

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

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: **CAMDEN COUNCIL**
Date of Endorsement: **19th JUNE 2009**
Accreditation no:
Subdivision Certificate no: **25/2009**
File no: **DA 369/2005**

* Delete whichever is inapplicable.

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 15 IN DP 1129377

DP1129378

Signature of attorney
Integral Energy Australia
Name of attorney:

Registered:



06-08-2009

Subdivision Certificate No:

25/2009

Date of Endorsement:

10th JUNE 2009



J. Gurnumb
Director
M. Watkins
Director

Dated at Sydney this 30th Day of JUNE 2009
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522) signed by its Attorney JOHN WATKINS
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388

Signed in the presence of

(Signature)

MELANIE O'NEIL

(Print Name)

ASSISTANT MANAGER.

(Title)

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

Lengths are in metres

(Sheet 1 of 4 sheets)



DP1129378 B

PART 1.

Plan of Subdivision of Lot 15 in Deposited
 Plan Number 1129377 Certificate
 No. 75/2009

Full name and address of
 the proprietor of the land:

Westminster Elderslie Pty Limited
 Suite 31
 5 Inglewood Place
 Baulkham Hills NSW 2153

SCHEDULE OF LOTS ETC. AFFECTED

Number of Items	Identity of Easement or Restriction to be created and referred to in the plan	Burdened Lot(s) or parcel(s)	Benefited Lot(s) road(s) bodies or Prescribed Authorities
1.	Easement to Drain Water 1.5 Wide 1.5 (2).	103 104 114 117	104, Part Lot 20 DP 1129377 Denoted PD Part Lot 20 DP 1129377 Denoted PD 101, Lots 8-13 inclusive DP 1129377 120
2.	Easement for Padmount Substation 2.75 wide	102	Integral Energy Australia
3.	Restriction on the Use of Land 3 wide	102, 103	Integral Energy Australia
4.	Restriction on the Use of Land 5 wide	102, 103	Integral Energy Australia
5.	Restriction on the Use of Land	101-121 inclusive	Every other lot 101-121 inclusive
6.	Restriction on the Use of Land	101-121 inclusive	Camden Council
7.	Restriction on the Use of Land	102, 113-119 inclusive	Camden Council
8.	Restriction on the Use of Land	101, 102, 117 & 119	Camden Council

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

Lengths are in metres

(Sheet 2 of 4 sheets)

DP1129378

Plan of Subdivision of Lot 15 in Deposited Plan
Number 1129377 Certificate
No. *25/2002*

PART 2.

1. Terms of Easement firstly referred to in the abovementioned plan.

Terms of Easement are as setout in Part 3 of Schedule 8 of the Conveyancing Act 1919 and further,

The burdened lot must not carry out any alteration to the shape of the final overland flow path within the site of the said Easement nor erect any structure (other than open form fencing) in the overland flow path within the site of the said Easement without the written permission of Council.

2. Terms of Easement secondly referred to in the abovementioned plan.

Terms as set out in Memorandum No.9262886, lodged at the Lands Titles Office.

3. Terms of Restriction thirdly referred to in the abovementioned plan.

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

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

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

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

3.0 Definitions:

- 3.1 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 3.3 **"erect"** includes construct, install, build and maintain.
- 3.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan up to a maximum height of 6 metres from the level of the substation footing.

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

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

Lengths are in metres

(Sheet 3 of 4 sheets)

PLAN **DP1129378**

Plan of Subdivision of Lot 15 in Deposited Plan
Number 1129377 Certificate
No. *25/2003*

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

Definitions

- 1.1 **"erect"** includes construct, install, build and maintain.
- 1.2 **"restriction site"** means that part of the lot burdened subject to the restriction on the use of land.

5. Terms of Restriction fifthly referred to in the abovementioned plan.

That for the benefit of any adjoining land owned by Westminster Elderslie Pty Limited but only during the ownership thereof by Westminster Elderslie Pty Limited their successors and assigns other than transferees on sale no fence shall be erected on the land hereby burdened to divide the same from such adjoining land without the consent of Westminster Elderslie Pty Limited but such consent shall not be withheld if such fence is erected without expense to Westminster Elderslie Pty Limited and in favour of any person dealing with a transferee such consent shall be deemed to have been given in respect of every fence for the time being erected. The authority empowered to Release, Vary or Modify the above Restriction is Westminster Elderslie Pty Limited. The cost and expense of any Release, Variation or Modification shall be borne by the person or corporation requesting the same in all respects.

6. Terms of Restriction sixthly referred to in the abovementioned plan.

1. No dwelling shall be erected on any burdened lot unless;
 - (a) such dwelling has a rainwater collection tank, connected to the roofwater drainage system, for the purposes of garden watering and/or toilet flushing.
 - (b) All residential building and proposed landscaping is built or placed in accordance with the Salinity Management Plan Ref JC05044A-r2 dated March 2007 Prepared by Geoviro Consultancy Pty. Ltd. Compliance with the policy must be demonstrated for each Residential Development Application.
2. No combustion heaters or wood burning fireplaces are permitted in any proposed or existing dwelling on the burdened lot.
3. All waste and recycling bins shall be kept behind the building line and must not be visible from the road.

7. Terms of Restriction seventhly referred to in the abovementioned plan.

All development on burdened lots shall be limited to single storey.

8. Terms of Restriction eighthly referred to in the abovementioned plan.

No vehicular access to or from the burdened lot shall be gained across the section of boundary marked "X" – "Y" on the abovementioned plan.

Name of Authority Empowered to release, vary or modify Easement and Restrictions firstly, sixthly, seventhly and eighthly mentioned in the abovementioned plan.

CAMDEN COUNCIL

DP1129378

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

Lengths are in metres

(Sheet 4 of 4 sheets)

PLAN **DP1129378**

Plan of Subdivision of Lot 15 in Deposited Plan
Number 1129377 Certificate
No. 2/2009

**Name of Authority Empowered to release, vary or modify Easements and Restrictions
secondly, thirdly and fourthly mentioned in the abovementioned plan.**

INTEGRAL ENERGY AUSTRALIA

THE COMMON SEAL of WESTMINSTER
ELDERSLIE PTY LIMITED was hereunto
affixed by authority of the Directors
previously given and in the presence of:



B. Thurecht
DIRECTOR
Barry Thurecht

Michael Thurecht
SECRETARY DIRECTOR
Michael Thurecht

Green
Camden Council

Dated at Sydney this 30th Day of June 2009
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522) JOHN WATKINS
signed by its Attorney
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388

Signed in the presence of

(Signature)

MELANIE O'NEIL

(Print Name)

ASSISTANT MANAGER.

(Title)

06-08-2009



REGISTERED

TABLE OF REFERENCE MARKS

No.	BEARING	DISTANCE	ORIGIN	MARK
1	152°04'15"	2.945 & 15.65	PLACED	DH & WS
2	62°46'50"	4.16 & 11.67	PLACED	DH & WS
3	152°04'15"	2.945 & 15.65	PLACED	DH & WS
4	152°04'15"	2.945 & 15.65	PLACED	DH & WS
5	152°04'15"	2.945 & 15.65	PLACED	DH & WS
6	152°04'15"	2.945 & 15.65	PLACED	DH & WS
7	152°04'15"	2.945 & 15.65	PLACED	DH & WS
8	152°04'15"	2.945 & 15.65	PLACED	DH & WS
9	152°04'15"	2.945 & 15.65	PLACED	DH & WS
10	152°04'15"	2.945 & 15.65	PLACED	DH & WS
11	152°04'15"	2.945 & 15.65	PLACED	DH & WS
12	152°04'15"	2.945 & 15.65	PLACED	DH & WS
13	152°04'15"	2.945 & 15.65	PLACED	DH & WS
14	152°04'15"	2.945 & 15.65	PLACED	DH & WS
15	152°04'15"	2.945 & 15.65	PLACED	DH & WS
16	152°04'15"	2.945 & 15.65	PLACED	DH & WS
17	152°04'15"	2.945 & 15.65	PLACED	DH & WS
18	152°04'15"	2.945 & 15.65	PLACED	DH & WS
19	152°04'15"	2.945 & 15.65	PLACED	DH & WS
20	152°04'15"	2.945 & 15.65	PLACED	DH & WS
21	152°04'15"	2.945 & 15.65	PLACED	DH & WS
22	152°04'15"	2.945 & 15.65	PLACED	DH & WS
23	152°04'15"	2.945 & 15.65	PLACED	DH & WS
24	152°04'15"	2.945 & 15.65	PLACED	DH & WS
25	152°04'15"	2.945 & 15.65	PLACED	DH & WS
26	152°04'15"	2.945 & 15.65	PLACED	DH & WS
27	152°04'15"	2.945 & 15.65	PLACED	DH & WS
28	152°04'15"	2.945 & 15.65	PLACED	DH & WS
29	152°04'15"	2.945 & 15.65	PLACED	DH & WS
30	152°04'15"	2.945 & 15.65	PLACED	DH & WS
31	152°04'15"	2.945 & 15.65	PLACED	DH & WS
32	152°04'15"	2.945 & 15.65	PLACED	DH & WS
33	152°04'15"	2.945 & 15.65	PLACED	DH & WS
34	152°04'15"	2.945 & 15.65	PLACED	DH & WS
35	152°04'15"	2.945 & 15.65	PLACED	DH & WS
36	152°04'15"	2.945 & 15.65	PLACED	DH & WS
37	152°04'15"	2.945 & 15.65	PLACED	DH & WS
38	152°04'15"	2.945 & 15.65	PLACED	DH & WS
39	152°04'15"	2.945 & 15.65	PLACED	DH & WS
40	152°04'15"	2.945 & 15.65	PLACED	DH & WS
41	152°04'15"	2.945 & 15.65	PLACED	DH & WS
42	152°04'15"	2.945 & 15.65	PLACED	DH & WS
43	152°04'15"	2.945 & 15.65	PLACED	DH & WS
44	152°04'15"	2.945 & 15.65	PLACED	DH & WS
45	152°04'15"	2.945 & 15.65	PLACED	DH & WS
46	152°04'15"	2.945 & 15.65	PLACED	DH & WS
47	152°04'15"	2.945 & 15.65	PLACED	DH & WS
48	152°04'15"	2.945 & 15.65	PLACED	DH & WS
49	152°04'15"	2.945 & 15.65	PLACED	DH & WS
50	152°04'15"	2.945 & 15.65	PLACED	DH & WS
51	152°04'15"	2.945 & 15.65	PLACED	DH & WS
52	152°04'15"	2.945 & 15.65	PLACED	DH & WS
53	152°04'15"	2.945 & 15.65	PLACED	DH & WS
54	152°04'15"	2.945 & 15.65	PLACED	DH & WS

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	332°46'50"	1.51		
2	110°08'10"	9.4		
3	112°32'20"	2.6		31
4	24°56'20"	8		
5	313°51'35"	14.95		23
6	212°46'50"	8.75		
7	107°43'35"	8.45		
8	62°46'50"	2.005		
9	244°46'50"	7.12		96.81
10	242°40'15"	1.885		
11	197°43'35"	8.495		
12	152°46'50"	2.4		
13	131°47'30"	10.91		15
14	110°08'10"	6.3		
15	24°56'20"	0.075		
16	304°56'40"	9.56		
17	141°52'00"	3.075		
18	110°03'30"	11.625		
19	184°05'40"	11.61		
20	242°20'40"	2.04		
21	240°17'20"	15.82		190.115
22	229°48'10"	19.87		300
23	24°42'42"	5.58		
24	287°11'35"	9.47		
25	197°43'35"	9.075		
26	227°48'45"	19.085		
27	227°07'45"	4.02		
28	229°34'40"	18.6		
29	313°51'35"	21.05		
30	242°42'55"	10.725		
31	100°14'15"	12.11		9.245
32	124°19'20"	35.375		76.11
33	129°52'50"	15.545		
34	146°52'35"	3.61		
35	219°39'25"	4.98		2.015
36	266°34'35"	73.755		91.165
37	39°57'45"	3.035		
38	332°46'50"	4.075		
39	332°46'50"	3.905		
40	152°08'55"	8.4		
41	152°08'55"	8.4		
42	172°08'20"	10.14		
43	145°32'30"	13.55		
44	138°51'30"	12.235		
45	116°24'50"	9.84		
46	92°49'40"	5.335		
47	63°18'40"	5.685		
48	127°34'40"	8.01		
49	127°34'40"	8.01		
50	161°53'30"	8.02		
51	107°18'00"	10.625		
52	138°17'40"	12.875		
53	312°10'00"	14.975		
54	348°09'20"	9.15		

SURVEYING REGULATIONS 2006 CLAUSE 35 (1) (b) AND CLAUSE 61 (2)

MARK	M.G.A. CO-ORDINATES	CLASS	ORDER	METHOD	ORIGIN
SSM 154919	289 562 746	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154920	289 593 795	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154921	289 642 740	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154922	289 703 260	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154923	289 810 03	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154924	289 723 54	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154925	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154926	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154927	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154928	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154929	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154930	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154931	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154932	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154933	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154934	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154935	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154936	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154937	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154938	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154939	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154940	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154941	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154942	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154943	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154944	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154945	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154946	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154947	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154948	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154949	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154950	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154951	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154952	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154953	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154954	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154955	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154956	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154957	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154958	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154959	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154960	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154961	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154962	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154963	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154964	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154965	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154966	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154967	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154968	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154969	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154970	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154971	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154972	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154973	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154974	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154975	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
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SSM 154981	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154982	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154983	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154984	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154985	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154986	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154987	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154988	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154989	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154990	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154991	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154992	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154993	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154994	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154995	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154996	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154997	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154998	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS
SSM 154999	289 666 47	C	4	INDUSTRIAL TRAMWAY	SCNS

M.G.A. CO-ORDINATES ADOPTED FROM SCNS AS AT 11/04/08
COMBINED SCALE FACTOR: 1.00033 ZONE: 56

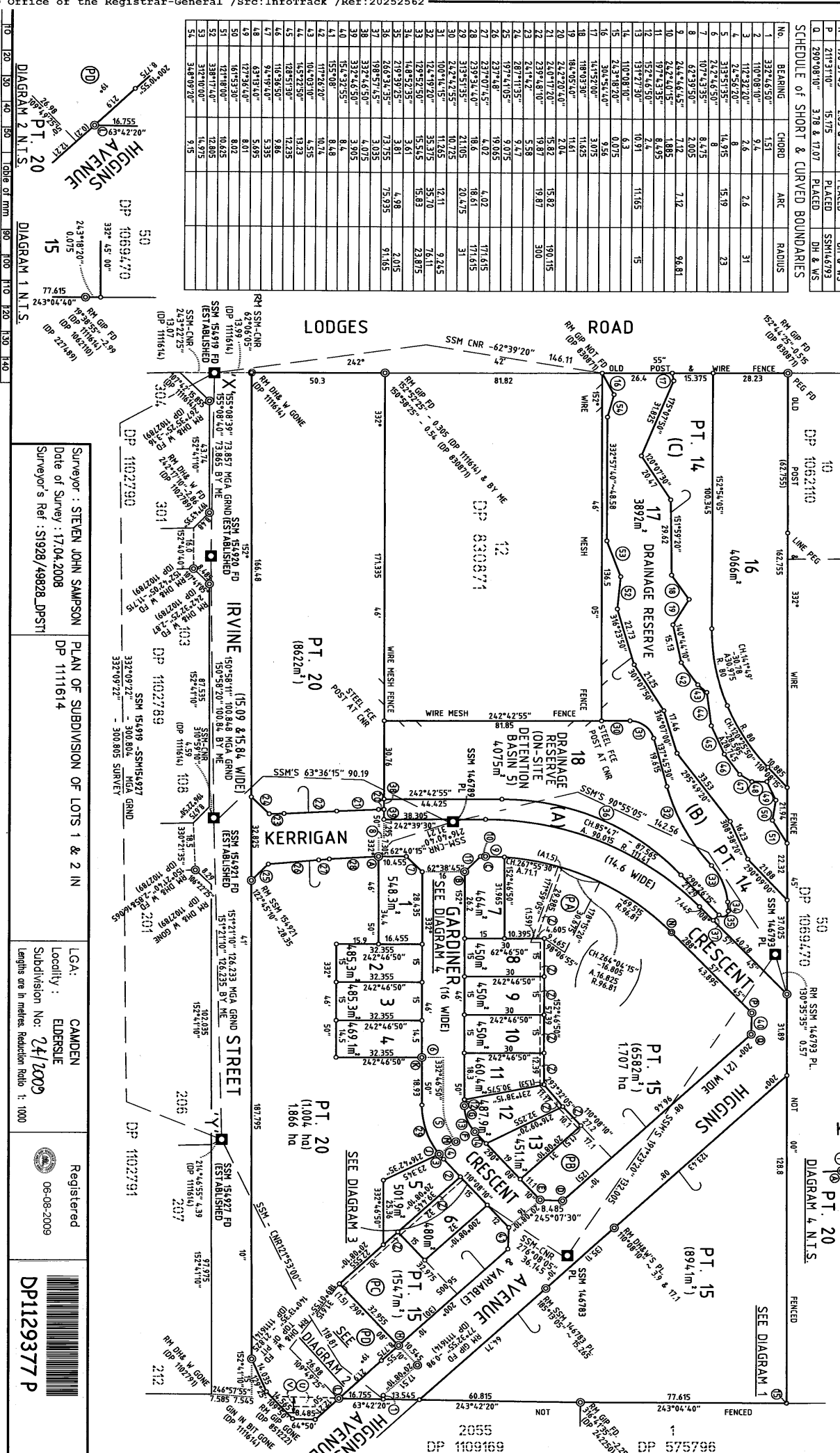
(A) - 19 PUBLIC RESERVE (OPEN SPACE) 975m²
(B) - 14 PUBLIC RESERVE (RIPARIAN CORRIDOR) (2510m²)
(C) - PT. 14 PUBLIC RESERVE (RIPARIAN CORRIDOR) (2480m²) 4990m²

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

PURSUANT TO S88B & S88E OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE :-

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. POSITIVE COVENANT PURSUANT TO SECTION 88(E) OF THE CONVEYANCING ACT 1919

IT IS INTENDED TO DEDICATE :-

1. KERRIGAN CRESCENT (14.6 WIDE & VARIABLE)
 2. GARDINER CRESCENT (16 WIDE)
 3. HIGGINS AVENUE (21 WIDE & VARIABLE)
- TO THE PUBLIC AS ROAD

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

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

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

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: **CAMDEN COUNCIL**
Date of Endorsement: **19th JUNE 2009**
Accreditation no:
Subdivision Certificate no: **24/2009**
File no: **DA 369/2005**

* Delete whichever is inapplicable.



DP1129377 S

Registered:  06-08-2009

Title System: **TORRENS**

Purpose: **SUBDIVISION**

PLAN OF SUBDIVISION OF LOTS 1& 2 IN DP 1111614

LGA: **CAMDEN**

Locality: **ELDERSLIE**

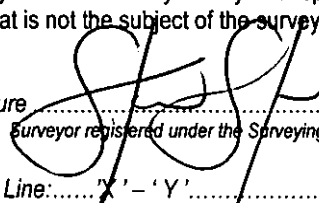
Parish: **NARELLAN**

County: **CUMBERLAND**

Surveying Regulation, 2006

I, **STEVEN JOHN SAMPSON**
of **Burton & Field P/L, DX 5020 Liverpool**
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on **17-04-2008**

The survey relates to **LOTS 1 & 2 IN DP 1111614**
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: **09/07/2008**
Surveyor registered under the *Surveying Act, 2002*

Datum Line:.....'X' - 'Y'.....
Type: **Urban**

Plans used in the preparation of compilation

DP 1109169

DP 1111614

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

SURVEYOR'S REFERENCE: **S1928/49828_DPSTG1**

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOTS 1 & 2 IN
DP 1111614

DP1129377

Registered:



06-08-2009

Subdivision Certificate No:

24/2009

Date of Endorsement:

19th JUNE 2009

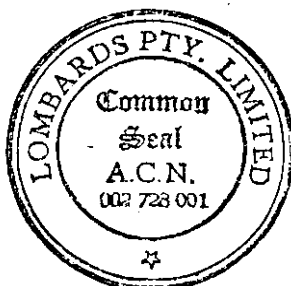
IT IS INTENDED TO CREATE :-

1. LOT 14 AS PUBLIC RESERVE
2. LOT 17 AS DRAINAGE RESERVE
3. LOT 18 AS DRAINAGE RESERVE
4. LOT 19 AS PUBLIC RESERVE



B. Gurnett
Director

M. Lombardo
Director



V. Lombardo
V. LOMBARDO - DIRECTOR
V. Lombardo
VERA LOMBARDO - SECRETARY

Mortgagee under Mortgage No. AE241962
Signed at Sydney this 24th day of June 2009 for National
Australia Bank Limited ABN 12 004 044 937
by Amy Chu
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

[Signature]
Attorney

Witness/Bank Officer Seiuke Kirikkaya
255 George Street, Sydney NSW

Dated at Sydney this 30th Day of JUNE 2009
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522)
signed by its Attorney JOHN WATKINS
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4389

Signed in the presence of *[Signature]*

(Signature)

MELANIE O'NEIL

(Print Name)

ASSISTANT MANAGER

(Title)

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

Lengths are in metres

(Sheet 1 of 7 sheets)

PART 1.



DP1129377 B

Plan of Subdivision of Lots 1 & 2 in
 Deposited Plan Number 1111614
 Certificate No... 24/2009

Full name and address of
 the proprietor of the land:

Westminster Elderslie Pty Limited
 Suite 31
 5 Inglewood Place
 BAULKHAM HILLS NSW 2153

Lombards Pty Limited
 84-88 Koala Way
 HORSLEY PARK NSW 2177

SCHEDULE OF LOTS ETC. AFFECTED

Number of Items	Identity of Easement or Restriction to be created and referred to in the plan	Burdened Lot	Benefited Lot/or Authority
1.	Easement to Drain Water 1.5 Wide (Z)	Part Lot 15 Denoted PA	8, 9, 10, 11, 12, 13, Part Lot 15 Denoted PB
		8	9, 10, 11, 12, 13, Part Lot 15 Denoted PB
		9	10, 11, 12, 13, Part Lot 15 Denoted PB
		10	11, 12, 13, Part Lot 15 Denoted PB
		11	12, 13, Part Lot 15 Denoted PB
		12	13, Part Lot 15 Denoted PB
		13	Part Lot 15 Denoted PB
		6	Part Lot 15 Denoted PC, Part Lot 20 Denoted PD
		Part Lot 15 Denoted PC	Part Lot 20 Denoted PD

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

Lengths are in metres

(Sheet 2 of 7 sheets)

PLAN **DP1129377**

Plan of Subdivision of Lots 1 & 2 in
Deposited Plan Number 1111614
Certificate No.....*24/2003*.....

Number of Items	Identity of Easement or Restriction to be created and referred to in the plan	Burdened Lot	Benefited Lot/or Authority
2.	Restriction on the Use of Land	1-13 inclusive	Every other Lot 1 to 13 inclusive
3.	Restriction on the Use of Land	1, 6 & 7	Camden Council
4.	Restriction on the Use of Land	1 to 13	Camden Council
5.	Restriction on the Use of Land	1,5 & 6	Camden Council
6.	Restriction on the Use of Land	2, 3 & 4	Camden Council
7.	Restriction on the Use of Land pursuant to Section 88(E) of the Conveyancing Act 1919.	18	Camden Council
8.	Positive Covenant pursuant to Section 88(E) of the Conveyancing Act 1919.	18	Camden Council

PART 2.

1. Terms of Restrictions firstly referred to in the abovementioned plan

Terms of Easement are as setout in Part 3 of Schedule 8 of the Conveyancing Act 1919 and further,

The burdened lot must not carry out any alteration to the shape of the final overland flow path within the site of the said Easement nor erect any structure (other than open form fencing) in the overland flow path within the site of the said Easement without the written permission of Council.

2. Terms of Restrictions secondly referred to in the abovementioned plan.

That for the benefit of any adjoining land owned by Westminster Elderslie Pty Limited but only during the ownership thereof by Westminster Elderslie Pty Limited their successors and assigns other than transferees on sale no fence shall be erected on the land hereby burdened to divide the same from such adjoining land without the consent of Westminster Elderslie Pty Limited but such consent shall not be withheld if such fence is erected without expense to Westminster Elderslie Pty Limited and in favour of any person dealing with a transferee such consent shall be deemed to have been given in respect of every fence for the time being erected. The authority empowered to Release, Vary or Modify the above Restriction is Westminster Elderslie Pty Limited. The cost and expense of any Release, Variation or Modification shall be borne by the person or corporation requesting the same in all respects.

DP1129377

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

Lengths are in metres

(Sheet 3 of 7 sheets)

PLAN **DP1129377**

Plan of Subdivision of Lots 1 & 2 in
Deposited Plan Number 1111614
Certificate No. **14/1003**

3. Terms of Restriction thirdly referred to in the abovementioned plan.

No vehicular access to or from the burdened lot shall be gained across the section of boundary marked "X" – "Y" on the abovementioned plan.

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

1. No dwelling shall be erected on any burdened lot unless;
 - (a) such dwelling has a rainwater collection tank, connected to the roofwater drainage system, for the purposes of garden watering and/or toilet flushing.
 - (b) all residential buildings and proposed landscaping is built or placed in accordance with the Salinity Management Plan Ref JC05044A-r2 dated March 2007 Prepared by Geoenviro Consultancy Pty. Ltd. Compliance with the policy must be demonstrated for each Residential Development Application.
2. No combustion heaters or wood burning fireplaces are permitted in any proposed or existing dwelling on the burdened lot.
3. All waste and recycling bins shall be kept behind the building line, and must not be visible from the road.

5. Terms of Restriction fifthly referred to in the abovementioned plan.

All development on burdened lots shall be limited to single storey.

6. Terms of Restriction sixthly referred to in the abovementioned plan.

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of Camden Council.

7. Terms of Restriction seventhly referred to in the abovementioned plan.

The registered proprietor(s) covenant as follows with the Authority benefited in respect to the modified "construction" on-site detention/sediment control basin and water quality facility and/or the permanent water quality facility (hereinafter referred to as "the device" constructed and/or installed on the burdened lot(s) that they will not, without prior and express written consent of the Authority benefited:

DP1129377

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

Lengths are in metres

(Sheet 4 of 7 sheets)

PLAN **DP1129377**

Plan of Subdivision of Lots 1 & 2 in
Deposited Plan Number 1111614
Certificate No. **14.12.09**

1. Do any act, matter or thing which would prevent the device from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the device other than in accordance with approved plans.
3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

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

For the purpose of this restriction, "the device" means the modified "construction" on-site detention/sediment control basin and water quality facility and/or the permanent water quality facility, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device.

8. Terms of Positive Covenant eighthly referred to in the abovementioned plan.

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the modified "construction" on-site detention/sediment control basin and water quality facility and/or the permanent water quality facility (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s) that they will:
 - (a) keep the device clean and free from silt, rubbish and debris.
 - (b) Maintain and repair the device at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the Operations, Maintenance and Monitoring Manual, a copy of which is held on Council File.
 - (c) For the purpose of ensuring observance of this covenant, permit Camden Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without prior notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant.
 - (d) Notify Council after each programmed maintenance inspection.
 - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.

DP1129377

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

Lengths are in metres

(Sheet 5 of 7 sheets)

PLAN **DP1129377**

Plan of Subdivision of Lots 1 & 2 in
Deposited Plan Number 1111614
Certificate No....**24/2009**.....

2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant.
 - (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
 - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - i. any expense reasonably incurred by it in exercising its powers in subparagraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
3. The registered proprietor(s) shall maintain Public Liability Insurance to the satisfaction of Camden Council.
4. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Act.

For the purposes of this covenant, "the device" means the modified "construction" on-site detention/sediment control basin and water quality facility and/or the permanent water quality facility, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device.

Name of Authority empowered to Release, Vary or Modify the Easement firstly referred to and the Restriction thirdly, fourthly, fifthly, sixthly and seventhly referred to and the Positive Covenant eighthly referred to in the abovementioned plan.

Camden Council

DP1129377

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

Lengths are in metres

(Sheet 6 of 7 sheets)

PLAN **DP1129377**

Plan of Subdivision of Lots 1 & 2 in
Deposited Plan Number 1111614
Certificate No. 24/2009

THE COMMON SEAL of WESTMINSTER
ELDERSLIE PTY LIMITED was hereunto
affixed by authority of the Directors previously
given and in the presence of:



[Signature]

DIRECTOR

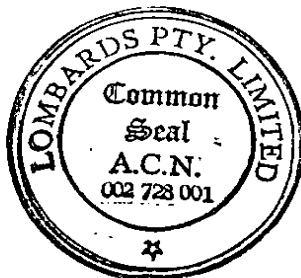
Barry Thurecht

[Signature]

SECRETARY DIRECTOR

Michael Thurecht

THE COMMON SEAL of LOMBARDS PTY
LIMITED was hereunto affixed by authority of
the Directors previously given and in the
presence of:



[Signature]

DIRECTOR

VINCE LOMBARD O

[Signature]

SECRETARY

VERA LOMBARD O

[Signature]
Camden Council

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DP1129377

Mortgages under Mortgage No. AE241862
Signed at Sydney this 24th day of
June 2009 for National
Australia Bank Limited ABN 12 004 064 937
by Amy Chu
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

[Signature]
Level 2 Attorney

Witness/Bank Officer Sefike Kirikkaya
255 George Street, Sydney NSW

REGISTERED



06-08-2009

P.T.O.

Sheet 7 of 7 Sheet(s)

DP1129377

Dated at Sydney this <u>30th</u> Day of <u>June</u> 2009	
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)	
signed by its Attorney <u>JOHN WATKINS</u>	
who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388	
Signed in the presence of	<u>[Signature]</u> (Signature)
	<u>MELANIE O'NEIL</u> (Print Name)
	<u>ASSISTANT MANAGER.</u> (Title)

REGISTERED



06-08-2009

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

APPLICANT: InfoTrack Pty Ltd
135 King Street
NSW 2000

Certificate number: 20236040
Reference number: 1385440
Certificate issue date: 23/10/2025
Certificate fee: \$71.00
Applicant's reference: 20252562
Property number: 1155831
Applicant's email: ecertificates@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 101 DP: 1129378
Address: **15 Gardiner Crescent ELDERSLIE NSW 2570**

BACKGROUND INFORMATION

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

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

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

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

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

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

(4) In this section—

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

STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

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

LOCAL ENVIRONMENTAL PLANS (LEPs)

Camden Local Environmental Plan 2010.



DEVELOPMENT CONTROL PLANS (DCPs)

Camden Development Control Plan 2019, as amended

PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

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

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – 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

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

PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)

No.

DRAFT DEVELOPMENT CONTROL PLANS (DCPs)

No.

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

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

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

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

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

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



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

(iii) Prohibited

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

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

No.

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

No.

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

No.

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

No.

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

No.

3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023



Camden Contributions Plan 2011 (Amendment 1)

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

(a) the name of the region

No

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

No

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

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

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

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

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

4 COMPLYING DEVELOPMENT

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

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

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

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

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

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

HOUSING CODE



Complying development MAY be carried out on the land

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

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

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.

No.

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

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

Not Applicable.

20 WESTERN SYDNEY AEROTROPOLIS

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

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

No.

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

No.

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

No.

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

No.

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

No.

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

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

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

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

No.

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

No.

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



No.

(4) In this section—

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

23 WATER OR SEWERAGE SERVICES

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

Not applicable.

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

24 SPECIAL ENTERTAINMENT PRECINCTS

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

Not applicable

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

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

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

No.

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

No.

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

No.



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

No.

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

No.

DISCLAIMER AND CAUTION

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

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

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

Andrew Carfield
General Manager

Sewer Service Diagram

Application Number: 8004749075

SEWERAGE SERVICE DIAGRAM			
MUNICIPALITY OF <u>CAMDEN</u>		SUBURB OF <u>CAMDEN</u>	
Lot No. <u>101</u> House No. <u>15</u>		STREET <u>GARDINER CRE</u>	
		SSD <u>7016063</u> SCALE: <u>1:200</u>	

INDICATES - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS	
Manhole Chr Chamber Lamp hole Boundary Trap Inspection Shaft Pit Grease Interceptor Greywater Treatment System TMS Terminal Maint. Shaft MS Maintenance Shaft Gully Reflux Valve Inspection opening Vertical Pipe IP Induct Pipe MF Mica Flap RP Rodding Point Sloped Junction Vertical Junction On back Junction	CO Clean out V Vent Pipe Tr.(L) Trough laundry S Sink (kitchen) WC Water Closet Bth. Bath H Basin AAV Air Admittance Valve Bid Bidet Shr Shower DWM Dishwashing machine CWM Clothes-washing machine BS Sink Bar LS Sink Laboratory LP Reducer	PRV Alarm Control Panel LP Stop Valve LP Air Valve HSV Flow Monitor Vacuum Chamber Flushing Point ELEC. Pump Unit Boundary Valve Boundary Valve with PRV	
INDICATES - PLUMBING ON MORE THAN ONE LEVEL SVP Soil Vent Pipe WS Waste Stack			

Licence No. <u>14628</u> Permit/COC No. <u>E519A58</u> Signature <u>[Signature]</u> Date <u>6.9.10</u>	Licence No. Permit/COC No. Signature Date
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IMPORTANT NOTE

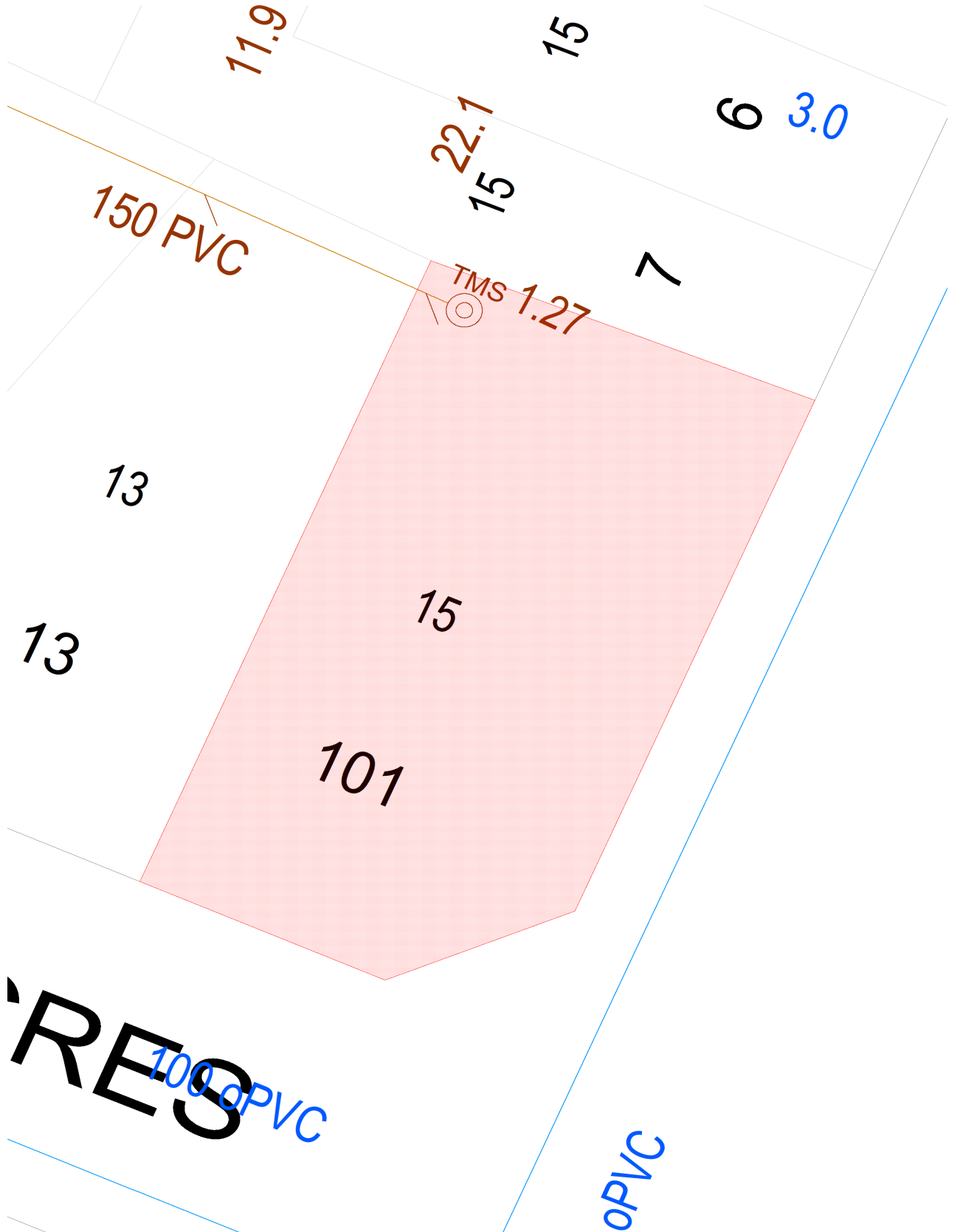
This diagram was supplied to Sydney Water by the plumber / drainer whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Print from Sydney Water.

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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**.

Service Location Print
Application Number: 8004749074



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Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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)

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MR CHARLES P CARUANA
C/- ADRIANA CARE
5/338 CAMDEN VALLEY WAY
NARELLAN NSW 2567

Our reference: 7164217458182

Phone: **13 28 66**

24 October 2025

Your foreign resident capital gains withholding clearance certificate

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

Hello CHARLES,

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

Notice number	2411151912492
Vendor name	CHARLES PAUL CARUANA
Clearance Certificate Period	23 October 2025 to 23 October 2026

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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