

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 176305240	NSW DAN:
vendor's agent	Murray Kennedy Real Estate 4 Somerset Ave Narellan 2567		Phone: 02 4648 0600 Fax: hello@murraykennedy.com.au Ref:
co-agent			
vendor			
vendor's solicitor	RMJ Lawyers Suite 2 11 Jacobs Street Bankstown NSW 2200		Phone: 9790 8884 Fax:
date for completion	42 days after the contract date	(clause 15)	Email: admin@rmjlawyers.com
land	10 ZAMBEZI PL KEARNS 2558 (Address, plan details and title reference)		
	21/874225		
	☒ VACANT POSSESSION ☐ Subject to existing tenancies		
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:		
attached copies	☐ documents in the List of Documents as marked or as 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: Security Cameras, Built-in Coffee Machine, Ducted A/C.			
exclusions				
purchaser				
purchaser's solicitor				Phone:
				Fax:
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												

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

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

☐ NO ☒ yes

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's 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 **RW rate** (residential withholding rate): \$

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • 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.

10 ZAMBEZI PL KEARNS 2558

Additional clauses forming part of this Contract.

33. Alterations to printed form

The following printed clauses are amended as follows:

33.1 **Clause 7.1.1:** replace '5% with 1%';

33.2 **Clause 14.4.2:** delete the clause; and

33.3 **Clause 23.13** is amended and replaced with "The Purchaser must obtain a copy of the Section 184 Certificate under the Strata Schemes Management Act 2015 in relation to the lot, the scheme, or any higher scheme and a copy is to be served by email on the vendor's solicitor at least 7 days prior to completion".

34. Special Conditions Prevail

If there is any conflict or inconsistency between these additional clauses and the clauses of the printed form of the contract for sale of land, then the additional clauses will prevail.

35. Deposit

Notwithstanding any other provision of this contract, the deposit is payable as follows:

(a) On the making of this contract; and

(b) In the event a deposit of less than ten percent (10%) is taken then the remainder of the deposit is to be paid on completion.

Provided if this contract is terminated by the vendor, in addition to forfeiting the amount held by the deposit holder pursuant to **clause 9.1**, the vendor shall be entitled to recover from the purchaser the unpaid balance of the deposit.

The vendor reserves the right to commence legal action against the purchaser for the balance of 10 percent (10%) of the purchase price in addition to any other legal rights.

36. Purchasers Requisitions

The Purchaser agrees that the only form of general Requisitions on Title that the Purchaser may make for the purpose of Clause 5 of the standard conditions, are in the form attached and marked "Annexure A" to this contract.

37. FIRB Requirements

The purchaser warrants that if it is a foreign person as defined in the Foreign Acquisitions and Takeovers Act 1975 (Cth) the '**FIRB ACT**', it has obtained the consent of the FIRB in accordance with the provision of the FIRB Act to its purchase of the property. The purchaser hereby indemnifies the vendor against all liability, loss, damage and expenses the vendor may suffer or incur as a direct or indirect result of a breach of this warranty.

38. Whole Agreement

In entering into this Contract, the purchaser does not rely upon any warranty, representation or statement, (whether oral or written) made or published by the vendor or any person on behalf of the vendor or otherwise except such as are expressly made in this Contract.

39. Real Estate Agents

The purchaser promises that 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 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) arising out of the introduction of the purchaser and against all claims and expenses for the defense and determination of such a claim made against the vendor. This right continues after completion.

40. Condition of property

40.1

The purchaser accepts the property and its inclusions in its present condition and state of repair with all faults latent and patent including any mechanical or electrical breakdown, subject to fair wear and tear as provided in **clause 10.1.4**, and the purchaser Warrants that;

(i) They have inspected or have had adequate opportunity to inspect the property and the inclusions;

(ii) The purchaser has relied entirely on its own inspection of, and its own enquiries and due diligence relating to the property, and

the purchaser cannot make a claim or requisition or rescind or terminate because of the condition, state of repair or any such faults of the property and the inclusions.

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:
- 41.2 dies or becomes mentally ill, then the other 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
- 41.3 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 enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this Contract.
- 41.4 The purchaser promises that the purchaser has the legal capacity to enter into the contract.

42. Late Completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this Contract is not completed for any reason (other than the vendor's default) on or before the completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this Contract pay to the vendor interest on the balance of the purchase price at the rate of 12% per annum calculated on daily balances, commencing on the completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

43. Notice to Complete

- 43.1 Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this Contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- 43.2 If the purchaser does not complete this Contract by the later of the completion date and , at the date the vendor is ready, willing and able to complete, the sum of three hundred and fifty dollars (\$350.00) inclusive of GST, to cover legal costs and disbursements incurred by the vendors solicitors as a consequence of the delay and, as a genuine pre-estimate of those additional expenses, is to be allowed by the purchaser as an additional adjustment on completion and it is an essential term of this Contract that such payment be paid.

44. Error in adjustments

Each party agrees that if on completion of this Contract any adjustment required to be made under this Contract is overlooked or incorrectly calculated they will forthwith upon being so requested by the other party, make the correct calculation and pay such amount to the other party as is shown by such calculated to be payable. The obligations contained in this clause are essential and shall not merge on completion.

45. No Requirement for a Building Certificate

- 45.1 If the purchaser applies for a building certificate, under section 149D of the Environmental Planning and Assessment Act 1979 (NSW) (Building Certificate) it must do so at its own cost.
- 45.2 If the local council refuses or fails to issue the Building Certificate, the refusal or failure or the facts upon which such refusal or failure are based will not be a defect in the vendor's title to the property and the purchaser must take title despite the council's refusal or failure or facts.
- 45.3 If the local council requires work to be done on the property as a condition of issuing a Building Certificate or issues a Building Certificate but requires work to be carried out, the purchaser must not make any claim against the vendor nor terminate nor delay completion of this Contract because of the council's requirements to carry out that work.

46. Smoke Alarms

The purchaser cannot make a claim or requisition or rescind or terminate should the vendor not have complied with the provisions of the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms in the property.

47. Goods and Services Tax

The purchaser promises that the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

48. Lease (*if applicable*)

48.1 The purchaser agrees that it takes title to the property subject to the Lease and must not take any action in respect of the Lease or any matter arising in connection with the Lease.

48.2 Purchaser's acknowledgement

The purchaser warrants that it has made its own independent enquiries and satisfied itself in relation to the covenants, provisions, terms and conditions of the Lease and any bond, security or other requirements stipulated in the Lease.

48.3 No warranty or representations

The purchaser agrees that neither the vendor nor any person on behalf of the vendor has made any warranty or representation in respect of the Lease other than as expresses in this contract.

49. Release of deposit for payment of a deposit or stamp duty.

The purchasers agree and acknowledge that by their execution of this Contract they irrevocably authorise the vendor's agent or the deposit holder, to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement. No further request to release or authority is required by either the purchaser or their legal representative regarding this clause hereof.

50. Swimming Pool (*If applicable*)

In the event that a swimming pool is included in the acquisition of land and forms part of this contract, then the purchaser shall take the swimming pool and surrounding fencing if any, in its present state of repair and will not make any claim for compensation, objection, requisition, rescind or terminate this contract in relation thereto or as to compliance or otherwise with the Swimming Pool Act 1992 (NSW).

Should any competent authority issue any notice requiring the erection of a swimming pool fence or any other work required to be carried out to comply with the Swimming Pool Act 1992 (NSW) then the required work needed, or the erection of the fence will be carried out by the purchaser at the purchaser's expense.

51. Purchaser as Trustee

50.1 If the purchaser enters into this contract as trustee, the purchaser:

- (1) is bound by this contract both as trustee and in its personal capacity;
- (2) must take steps to ensure the assets of the trust are available to remedy or meet a Claim regarding any breach by the purchaser under this contract;
- (3) must if the vendor demands it, assign to the vendor the purchaser's rights of indemnity as against the assets of the trust;
- (4) warrants that:
 - (a) it has power and authority to enter into this contract and bind the trust; and
 - (b) entry into this contract is due administration of the trust; and
- (5) must provide a copy of the trust instrument to vendor within 2 business days of request.



FOLIO: 21/874225

SEARCH DATE	TIME	EDITION NO	DATE
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20/10/2025	10:52 AM	6	24/9/2020

LAND

LOT 21 IN DEPOSITED PLAN 874225
AT KEARNS
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP874225

FIRST SCHEDULE

WILLIAM ALLAN SPEK
JANELLE KAREN SPEK
AS JOINT TENANTS (T 5049602)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H52671 EASEMENT FOR WATER SUPPLY APPURTENANT TO THE LAND
ABOVE DESCRIBED AFFECTING THE PARTS OF LOTS 3 AND 6 IN
DP28927
- 3 H344475 EASEMENT FOR WATER SUPPLY APPURTENANT TO THE LAND
ABOVE DESCRIBED AFFECTING THE PART OF LOT 7 IN DP28927
- 4 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP262269 -RIGHT OF CARRIAGEWAY
DP793911 -EASEMENT TO DRAIN WATER 1.5 WIDE
- 5 DP793911 RESTRICTION(S) ON THE USE OF LAND
- 6 DP843999 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 7 DP874225 EASEMENT TO DRAIN WATER 1.5 WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP874225 RESTRICTION(S) ON THE USE OF LAND
- 9 AQ419863 MORTGAGE TO RESIDENTIAL MORTGAGE GROUP PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

251887...

PRINTED ON 20/10/2025

2-18:
 11/12 51-
 3-5.0
 25/98

J. Reynolds
Transferee.

Rox D44968 Sent
three letters
to P.H.

H 52671

William Arnold
9-11 Hunter St
Sydney

Spent time for
A. J. Bond
WA



William Arnold
9-11 Hunter St
Sydney

H 52671

Particulars entered in Register Book Vol. 3913 Folio 174
the day of February 1960. at 4
o'clock in the afternoon.

Jaworski
Registrar General.



FORM FOR SIMPLE TRANSFER. WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13A SHOULD BE USED.

FEES—

Lodgment
 Endorsement
 Certificate



R.P. 13.

VOL. 12 37
 H 344475
 New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

If a less estate, strike out "in fee simple" and interline the required alteration.

State in full the name of the transferee and the consideration money.

Show in BLOCK LETTERS the full name, postal address and description of the premises, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereon, or furnished as an annexure signed by the parties and their signatures witnessed.

Where the consent of the local Council to a subdivision is required, the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or a Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900-1906, Section 168 of the Conveyancing Act, 1919-1954 and Section 52A of the Evidence Act 1908-1951.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

RIDGE INVESTMENTS PTY. LIMITED a Company duly incorporated in the State of New South Wales whose registered office is situate at 428 George Street, Sydney

(herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TWENTY ONE POUNDS

(£ 21.0.0) (the receipt whereof is hereby acknowledged) paid to it by Cecil James Clark and John Clark Reynolds

and grant do hereby transfer to

CECIL JAMES CLARK of Raby Road, Minto Farmer and JOHN CLARK REYNOLDS

of 2 Ithaca Road, Elizabeth Bay Master Builder

(herein called transferees) as Joint Tenants out of

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>MINTO</u>	<u>PART</u>	<u>3913</u>	<u>174</u>	<u>Lot 7 on Deposited Plan No. 28927 being whole of land comprised in Dealing No. H65033</u>

An easement as per Annexure hereunto marked "A".

ENCUMBRANCES, &c., REFERRED TO.

Nil

Signed at MINTO the eight day of October, 1997

THE COMMON SEAL OF RIDGE INVESTMENTS PTY. LIMITED was here-

unto affixed by authority of a resolution of the Directors previously given and in the presence of:—

Signed [Signature] SECRETARY

Signed in my presence by the transferee CECIL JAMES CLARK who is personally known to me:

Signed in my presence by the transferee JOHN CLARK REYNOLDS WHO IS PERSONALLY KNOWN TO ME

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

[Signature] Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 177 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

97771B

THIS SPACE TO BE LEFT FREE FROM NOTATION.

How being of land comprised in Cert of Title, Vol. 3964, Folio 164

H 344475

No.

PARTIAL DISCHARGE OF MORTGAGE
 (N.B.—Before execution read marginal note.)

LODGED BY

H. ROY BOOTH & BOORMAN
SOLICITORS
PRUDENTIAL BUILDING
39, MARTIN PLACE
SYDNEY, N. S. W.

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

BW 4758/9

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated, at this day of 19

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19

Signed in the presence of—

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS

Appeared before me at the day of one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED 	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.	
	Checked by Passed (in S.D.B.) by the 28th day of July 1960 at minutes past 4 o'clock in the afternoon Signed by Registrar-General	Particulars entered in Register Book, Volume 7864 Folio 164 " 1214 " 46 	Received Docs. Nos. 1. 4. 2. 5. 3. 6. Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

EXTRA FEES
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PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
Vol.		Fol.

FEES.

The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following:—
 (i) where a restrictive covenant is registered; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 15 folios, an amount of 5s. per folium extra fee is payable.

H 344475

THIS IS THE ANNEXURE MARKED "A" TO MEMORANDUM OF
TRANSFER AND GRANT DATED 8th Oct 1959
1959 OF EASEMENT OVER LOT 7 ON DEPOSITED PLAN NO.
28927 BY RIDGE INVESTMENTS PTY. LIMITED TO CECIL JAMES
CLARK AND JOHN CLARK REYNOLDS.

The Transferor grants unto the Transferees out of Lot 7 on Deposited
Plan No. 28927 and as appurtenant to the land comprised in Certificate
of Title Volume 1214 Folio 46 full and free right and liberty at all
times to construct lay use and forever maintain through over and
along all that piece of land 12 links wide shown edged red on the
diagram endorsed hereon a water supply pipeline for the free and un-
interrupted flow of water to the land comprised in Certificate of
Title Volume 1214 Folio 46 through over and along the piece of land
shown edged red and from time to time and at all times to inspect the
condition of and to amend cleanse repair renew and maintain the said
pipeline and for all or any of the purposes aforesaid from time to
time and at all times with or without surveyors agents servants work-
men and other persons to enter into and upon go return pass or re-
pass through over and along the piece of land edged red and for the
purposes aforesaid or any of them and as often as may be necessary
to bring or place on the said land edged red or any part thereof and
to remove therefrom such goods materials machinery tools implements
appliances and articles and to do and perform all such incidental acts
or things as may be reasonably necessary or required.

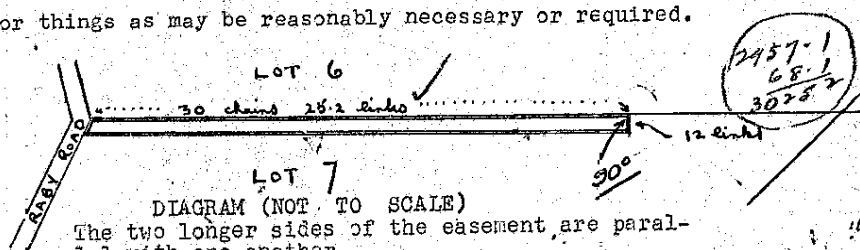


DIAGRAM (NOT TO SCALE)
The two longer sides of the easement are paral-
lel with one another.
The north eastern end of the easement is at
right angles to the boundary between Lots 6
and 7.

PLAN NOT REFILED

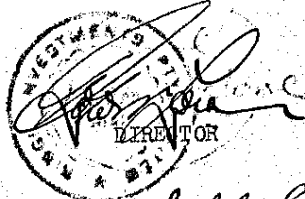
SIGNED at MINTO the 8th day of October 1959.

THE COMMON SEAL of RIDGE INVESTMENTS PTY.
LIMITED was hereunto affixed by authority
of a resolution of the Directors previously
given and in the presence of :

SECRETARY

SIGNED in my presence by the transferee
CECIL JAMES CLARK who is personally known
to me :-

SIGNED in my presence by the transferee
JOHN CLARK REYNOLDS who is personally
known to me :-



C. J. Clark

J. Clark Reynolds

H. ROY BOOTH & BOORMAN.
SOLICITORS,
PRUDENTIAL BUILDING,
39 MARTIN PLACE,
SYDNEY.

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.
5th September, 1990

INSTRUMENT SETTING OUT TERMS OF RIGHT OF CARRIAGEWAY AND RESTRICTIONS

AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B

OF THE CONVEYANCING ACT 1919

(page 1 of 4 sheets)

PART 1

D.P. 262269
Plan: D.P. 262269

Subdivision covered by Council Clerk's Certificate No. 110 of 11-9-1981

Full Name and Address of Proprietor of the Land:

Frank Lopresti Investments Pty. Limited a Company duly incorporated in the State of New South Wales and having its registered office at 114 Queen Street, Campbelltown

1. Identity of Right of Carriageway or Restriction Firstly referred to in Above-mentioned Plan:

Right of Carriageway 25 metres wide pursuant to Part I of Schedule VIII of Conveyancing Act 1919

Schedule of Lots, Etc. Affected

Lots Burdened

33

Lots, Names of Road or Authority Benefited
32, 34, 35, 37, 38
Lot 1 F.P. 601/35
Volume 1214 Folio 468

2. Identity of Right of Carriageway or Restriction Secondly referred to in Above-mentioned Plan:

Right of Carriageway 23 metres wide pursuant to Part I of Schedule VIII of Conveyancing Act 1919

Schedule of Lots, Etc. Affected

Lots Burdened

33

Lots, Name of Road or Authority Benefited
35, 38

3. Identity of Right of Carriageway or Restriction Thirdly referred to in Above-mentioned Plan:

Right of Carriageway 20 metres wide pursuant to Part I of Schedule VIII of Conveyancing Act 1919

INSTRUMENT SETTING OUT TERMS OF RIGHT OF CARRIAGEWAY AND RESTRICTIONS

AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B

OF THE CONVEYANCING ACT 1919

(page 2 of 4 sheets)

D.P. 262269

Schedule of Lots, Etc. Affected

Lots Burdened

33

Lots, Name of Road or Authority Benefited
32, 35, 37, 38
Lot 1 F.P. 601/35
Volume 1214 Folio 468

4. Identity of Right of Carriageway or Restriction Fourthly referred to in Above-mentioned Plan:

Right of Carriageway 20 metres wide pursuant to Part I of Schedule VIII of Conveyancing Act 1919

Schedule of Lots, Etc. Affected

Lots Burdened

33

Lots, Name of Road or Authority Benefited
38

5. Identity of Right of Carriageway or Restriction Fifthly referred to in Above-mentioned Plan:

Right of Carriageway 16 metres wide pursuant to Part I of Schedule VIII of Conveyancing Act 1919.

Schedule of Lots, Etc. Affected

Lots Burdened

33

Lots, Name of Road or Authority Benefited
32

6. Identity of Right of Carriageway or Restriction Sixthly referred to in Above-mentioned Plan:

Right of Carriageway 16 metres wide pursuant to Part I of Schedule VIII of Conveyancing Act 1919

Schedule of Lots, Etc. Affected

Lots Burdened

33

Lots, Name of Road or Authority Benefited
32

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.
5th September, 1990

INSTRUMENT SETTING OUT TERMS OF RIGHT OF CARRIAGEWAY AND RESTRICTIONS

AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B

OF THE CONVEYANCING ACT 1919

D. P. 262269 (page 3 of 4 sheets)

7. Identity of Right of Carriageway or Restriction
Seventhly referred to in Above-mentioned Plan:
Right of Carriageway 15 metres wide pursuant to Part I of Schedule VIII of Conveyancing Act 1919

Schedule of Lots, Etc. Affected

Lots Burdened

Lots, Name of Road or Authority Benefited

33
34, 37
Lot 1 F.P. 6017 NS
Volume 1214 Folio NS8

8. Identity of Right of Carriageway or Restriction
Eighthly referred to in Above-mentioned Plan:
Right of Carriageway 15 metres & variable wide pursuant to Part I of Schedule VIII of Conveyancing Act 1919

Schedule of Lots, Etc. Affected

Lots Burdened

Lots, Name of Road or Authority Benefited

33

32

Restrictions as to user

9. Identity of Right of Carriageway or Restriction
Ninthly referred to in Above-mentioned Plan:

Schedule of Lots, Etc. Affected

Lots Burdened

Lots, Name of Road or Authority Benefited

33
Every other lot and Lot 1 F.P. 6017 NS, Volume 1214 Folio NS8

INSTRUMENT SETTING OUT TERMS OF RIGHT OF CARRIAGEWAY AND RESTRICTIONS

AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B

OF THE CONVEYANCING ACT 1919

D. P. 262269. (page 4 of 4 sheets)

PART 2

Terms of Restrictions as to User Ninthly

Referred to in Above-mentioned Plan:

No fence shall be erected on any land to divide it from any adjoining land of which Frank Lopresti Investments Pty. Limited is the registered owner without the consent in writing of the said Frank Lopresti Investments Pty. Limited first had and obtained, but such consent shall not be withheld if any such fence is erected without expense to Frank Lopresti Investments Pty. Limited and in favour of any person dealing with it or its successors in title such consent shall be deemed to have been given in respect of any fence for the time being erected.

Name of Persons Empowered to Release, Vary or Modify Restrictions

Referred to in the Above-mentioned Plan:

Frank Lopresti Investments Pty. Limited so long as it remains the registered proprietor of any lot to which the burden or benefit of such restrictions are attached and thereafter by the person or persons who are the registered proprietors for the time being of any lot having the benefit of the said restrictions as to user and having a common boundary with the particular lot bearing the burden of the said restrictions as to user in respect of which it is sought to release, vary or modify the said restrictions as to user or any part thereof.



Secretary V. Lopresti

CAMPBELLTOWN CITY COUNCIL

TOWN CLERK

The Common Seal of Frank Lopresti Investments Pty. Limited was hereunto affixed by the Director in the presence of the Secretary:

The Common Seal of CAMPBELLTOWN CITY COUNCIL

is attested by the Mayor of this Council

Director

Secretary



Witness
G. QUINN, J.R. KEVIN JAMES HERRING

Signed at Sydney this 23rd day of September 1981 for commonwealth trading Bank of Australia by the duly authorized person Power to Release on behalf of Association of the Power.



3

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar-General this day, 5th September, 1990



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

INSTRUMENT DUTY
PAID TO SECTION 88, CONVEYANCING ACT,
1919, LONDON
DP 0262269
3.6.1992

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

(Sheet 3 of 4 sheets)

Plan: Subdivision covered by Council Clerk's Certificate No. 127 of 1989

PAGE 2 continued

DP 793911

5. Terms of restriction as to user filthily referred to in above-mentioned plan:

- (a) No main buildings shall be permitted to remain on the land the subject of this restriction unless the same shall be minimum one hundred square metres (100 Sq M) in living area, excluding garages, carports, verandahs, awnings or the like measured over the external walls.
- (b) No main building shall be erected or used other than as a single private dwelling
- (c) No building shall be erected on the land hereby burdened with external walls or with walls of materials other than brick, stone, concrete, glass, aluminium or timber or any combination of the same, provided that timber shall not be used in external walls except as in-fill panels in conjunction with any or more of the other materials referred to. Aluminium shall not be used except as frames for windows or doors and that proportion of materials other than brick is used and referred to the total external wall areas will not exceed THIRTY FIVE PERCENT (35.0%) thereof PROVIDED THAT nothing in this covenant contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials in external brick face or veneer.
- (d) No building shall be erected on the land hereby burdened having a roof of steel, iron, tin or any other metal or compound or combinations of metal and fibro cement, fibreglass or similar materials with the exception of a freestanding garden shed or lawn locker PROVIDED HOWEVER such freestanding garden shed or lawn locker shall be constructed of materials other than fibro cement and located at the rear of the main building.
- (e) No fence shall be erected or permitted to remain on the street frontage nor along nor within any side boundary extending from the frontage to the building alignment or any dividing fence erected along or within the remaining portion of the side boundaries or the rear boundaries shall not exceed one metre eight centimetres (1.8 M) in height nor shall be of any other material other than brick or concrete, masonry or lagged and capped timber stained on both sides (except pine) constructed in a proper and workmanlike manner and all such fences shall not be erected as to divide land from any adjoining land owned by Frank Lopresti Investments Pty Limited and Epping Forest Services Pty Limited unless such fences is erected without the expense to Frank Lopresti Investments Pty Limited and Epping Forest Services Pty Limited.
- (f) No main or other building shall be brought onto the land or be permitted to remain on the land which has been erected or assembled otherwise than by the piece by piece method on the land but this restriction shall not apply to a new building or pre-fabricated design and construction which has not been used for any purpose prior to it being so brought or permitted to remain on the land.

REGISTERED 24 20-12-1989

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

(Sheet 4 of 4 sheets)

Plan: Subdivision covered by Council Clerk's Certificate No. 127 of 1989

DP 793911 PAGE 2 continued

DP 793911

- (g) No vehicles of any kind with the tare weight exceeding three tonnes (3 tonnes) shall be garaged, housed or parked or allowed to remain on the land.
- (h) No advertisement, hoarding sign or similar structure or advertising sign or notice shall be erected or be permitted to be erected or to remain upon any lot or upon any building erected upon any lot other than - a "For Sale" or builder's sign no larger than one metre by seven (1m x 7cm).
- (i) No garage or outbuilding shall be erected to remain on any lot except until after or concurrently with the erection of any such main building.
- (j) Name of person empowered to release vary or modify restriction on use filthily referred to in above-mentioned plan:
The said restrictions on use or any one or part thereof may be released varied or modified so far as any particular lot referred to herein is concerned by Epping Forest Services Pty Limited so long as it remains the registered proprietor of any lot in which the benefit or burden of such restriction is attached. The cost and expense of any release, modification or variation shall be borne by the party or corporation requesting the same in all respects.
6. Terms of restriction as to user sixtily referred to in above-mentioned plan:
No building shall be erected or remain on the land hereby burdened which has a floor level of any part below a height or heights fixed in writing by the Council of the City of Campbelltown (hereinafter called the Council).
- Applications for the issue of these levels are to be directed to the Council, and the levels issued are to be shown on any Building Application submitted to Council. The Council may also require that no construction above floor level is undertaken prior to certification by a Registered Surveyor that the constructed floor levels comply with Council's requirements.
- The authority empowered to release, vary or modify the above restriction is the Council of the City of Campbelltown. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

THE COMMON SEAL OF
FRANK LOPRESTI INVESTMENTS PTY LIMITED
WAS HEREBY AFFIXED BY RESOLUTION
OF THE DIRECTORS IN THE PRESENCE OF



ACCEPTED
Town Clerk

REGISTERED 24 20-12-1989

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 21st DECEMBER, 1989



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

(Sheet 1 of 4 sheets)

Plant:

Subdivision covered by Council Clerk's
Certificate No. 123 of 1989

DP 793911

PART 1

Full name and address of
proprietor of the land

YANK LORRENT INVESTMENTS PTY
LIMITED
179 Northumberland street
Liverpool NSW

1. Identity of easement
or restriction firstly
referred to in above-
mentioned plan:

Easement to Drain Water 2.5 wide.

Lots burdened.

Lots, name of road, or authority benefited

10

Campbelltown City Council

2. Identity of easement
or restriction secondly
referred to in above-
mentioned plan:

Easement to Drain Water 1.5 wide.

Lots burdened.

Lots, name of road, or authority benefited

1

11

3. Identity of easement
or restriction thirdly
referred to in above-
mentioned plan:

Easement for electricity
purposes 2.75 wide.

Lots burdened.

Lots, name of road, or authority benefited

11

Prospect County Council

4. Identity of easement
or restriction fourthly
referred to in above-
mentioned plan:

Restriction as to user

Schedule of lots, etc. affected

Lots burdened.

Lots, name of road, or authority benefited

6,7,8,9,10

Campbelltown City Council

REGISTERED



44 20-12-1989

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

(Sheet 2 of 4 sheets)

Plant

Subdivision covered by Council Clerk's
Certificate No. 123 of 1989

DP 793911

PART 1 continued

5. Identity of easement
or restriction firstly
referred to in above-
mentioned plan:

Restriction as to user

Lots burdened.

Lots, name of road, or authority benefited

Each lot

Every other lot

6. Identity of easement
or restriction secondly
referred to in above-
mentioned plan:

Restriction as to user

Lots burdened.

Lots, name of road, or authority benefited

6,7,8,9,10

Campbelltown City Council

PART 2

3. Terms of Easement thirdly referred to in above-mentioned plan.

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

4. Terms of restriction as to user fourthly referred to in above-mentioned plan:

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footings/ foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by the Council of the City of Campbelltown.
The authority empowered to release, vary or modify the above restriction is the Council of the City of Campbelltown. The cost and expense of any release variation or modification shall be borne by the person or corporation requesting the same in all respects.

REGISTERED



44 20-12-1989

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

21st DECEMBER, 1989

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

Lengths are in metres

Sheet 1 of ⁶~~5~~ sheets

Plan:

DP 843999

Subdivision of Lot 11 in Deposited Plan
838977 covered by Council Clerk's
Certificate No **113** of **1994**.

Proprietors:

Epping Forest Estates Pty Limited
P O Box 606
Campbelltown NSW 2560

PART 1

1. Identity of easement or restrictions
firstly referred to in abovementioned
plan:

Easement to Drain Water 1.5 wide

Schedule of lots, etc affected

Lots burdened

101
104
105

Lots, name of road or Authority benefited

103, 104, 105 and Lot 233 in DP812272
103, 105 and Lot 233 in DP812272
Lot 233 in DP812272

The authority empowered to release, vary or modify the above restriction is the Council of
the City of Campbelltown. The cost and expense of any release, variation or modification
shall be borne by the person or corporation requesting the same in all respects.

2. Identity of Restriction as to
User secondly referred to in
abovementioned plan:

Restriction as to User

Schedule of lots, etc affected

Lots burdened

101

Lots, name of road or Authority benefited

Campbelltown City Council

R. Lopresti
Director

V. D. Lopresti
Secretary

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

Lengths are in metres

Sheet 2 of ⁶ sheets

Plan: **DP 843999**

Subdivision of Lot 11 in Deposited Plan
838977 covered by Council Clerk's
Certificate No **113** of **1994**.

Proprietors:

Epping Forest Estates Pty Limited
P O Box 606
Campbelltown NSW 2560

PART 1

3. Identity of Restriction as to User
thirdly referred to in abovementioned
plan:

Restriction as to User

Schedule of lots, etc affected

Lots, burdened

101,102,103,104 and 105

Lots, name of road or Authority benefited

101,102,103,104 and 105

PART 2

2. TERMS OF RESTRICTION AS TO USER SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN:-

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by the Council of the City of Campbelltown.

The authority empowered to release, vary or modify the above restriction is the Council of the City of Campbelltown. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

R. Hopcraft.
Director

V. Hopcraft
Secretary

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

Lengths are in metres

Sheet 3 of ⁶ sheets

Plan:

DP 843999

Subdivision of Lot 11 in Deposited Plan
838977 covered by Council Clerk's
Certificate No 113 of 1994.

Proprietors:

Epping Forest Estates Pty Limited
P O Box 606
Campbelltown NSW 2560

PART 2

3. TERMS OF RESTRICTION AS TO USER THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN:-

- (a) No material other than new material shall be used in the construction of any building erected on any lot and no roof of any such building shall be of any material other than concrete tiles, terracotta tiles or slate and no main building shall be erected or be permitted to remain on any such lot with fibrous cement or any combination of the same provided that:
- [i] Timber, asbestos cement and fibrous cement shall not be used in external walls except as infill panels and/or gable ends in conjunction with all or any of the other materials referred to in this clause and the proportion of timber, asbestos cement and fibrous cement shall not in the case of a single storey building exceed 25% of the total surface area of the external walls and in the case of a building having more than one storey, 40% thereof.
- [ii] Nothing in this covenant shall preclude or prohibit a building having an inner framework of its external walls constructed of timber or other materials with an external brick face.
- (b) No main building shall be erected or permitted to remain on any lot unless it shall have an overall floor area of not less than 150 square metres. The said overall floor area shall include any attached garage under the same roof as the main building and shall exclude any patio, verandah or detached garage or carport.
- (c) Not more than one main building shall be erected or permitted to remain on any lot and no such main building shall be erected or used otherwise than a single private dwelling-house.
- (d) No fence or dividing wall with the exception of the wall of any courtyard situated forward of the main building alignment shall be erected or be permitted to remain along or adjacent to the street frontage of any lot nor along or adjacent to any side boundary extending from the front boundary to the front alignment of the main building or to the front alignment of the main building of the land immediately adjoining and having a common boundary with the said lot.

R. Lopresti,
Director

V. Lopresti
Secretary

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

Lengths are in metres

Sheet 4 of ⁶/₈ sheets

Plan: D.P. 843999

Subdivision of Lot 11 in Deposited Plan
838977 covered by Council Clerk's

Certificate No 113 of 1994

Proprietors:

Epping Forest Estates Pty Limited
P O Box 606
Campbelltown NSW 2560

PART 2

(e) No fence of a courtyard situate forward of the main building alignment shall be of any material other than brick or stone save that timber infill panels of not more than three metres in length may also be used provided that they are used in conjunction with brick or stone.

(f) No dividing fence erected on or near a common boundary between adjoining lots shall be constructed of materials other than stained or oiled timber, brick, lapped and capped and all such fences shall not be erected so as to divide land from any adjoining land owned by Frank Lopresti Investments Pty Limited and Epping Forest Estates Pty Limited unless such fence is erected without expense to Frank Lopresti Investments Pty Limited and Epping Forest Estates Pty Limited.

(g) No fence erected on or near a boundary dividing a lot burdened from any public road shall be of material other than:

- [i] vertical timber palings which are lapped and capped with timber and oiled or stained in one colour first approved in writing by the Vendor.
- [ii] brick
- [iii] stone
- [iv] single paling infill panels used in conjunction with brick or stone columns.

(h) The proprietor of any lot shall not excavate, carry away or remove or permit to be excavated, carried away or remove from the lot any earth, clay, stone, gravel, soil or sand except so far as may be necessary for the erection in accordance with the covenants herein contained of any house, building, erection or swimming pool thereon or for any purpose incidental and/or ancillary thereto.

R. Lopresti.
Director

V. Lopresti
Secretary

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

Lengths are in metres

Sheet 5 of ⁶/₈ sheets

Plan: D.P. 843999

Subdivision of Lot 11 in Deposited Plan
838977 covered by Council Clerk's
Certificate No 113 of 1994.

Proprietors:

Epping Forest Estates Pty Limited
P O Box 606
Campbelltown NSW 2560

PART 2

(i) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.

(j) No advertisement, hoarding, sign or any other similar structure shall be erected or permitted to remain on any lot nor shall any lot or building erected thereon be used for the display of any advertisement sign or notice provided that this restriction shall not prevent the display of one "For Sale" and/or one builder's sign no larger than 1m x 1m provided further that this restriction shall not apply to the Vendor and any person or corporation authorised by the Vendor for so long as the Vendor is the registered proprietor of any lot hereby burdened. In the event of a Purchaser or any one acting on his behalf placing a sign on any lot in contravention of this restriction the Vendor shall be entitled to remove same and the Purchaser grants to the Vendor a licence to enter on to the lot for this purpose.

(k) For the benefit of any adjoining land owned by the Vendor but only during the ownership thereof by the Vendor, its successors and assigns other than Purchasers on Sale, no fence will be erected on any lot to divide the same from such adjoining land without the consent in writing of the Vendor, but such consent shall not be withheld if such fence is erected without expense to the Vendor and in favour of any person dealing with the Purchaser from the Vendor such consent shall be deemed to have been given in respect of every such fence for the time being erected.

(l) No caravan, trailer, mobile home, transportable home, demountable building, garage, shed, temporary structure or other moveable or transportable structure providing residential or accommodation facilities shall be brought onto, erected upon or permitted to remain on the lot or shall be used as a dwelling or residence whether temporary or otherwise by or for any person or persons until after completion of the main building. No caravan, mobile home or other moveable or transportable dwelling shall be parked or stored on the lot unless it be stored behind the front building alignment of the main dwelling erected on the lot.

NAME OF AUTHORITY empowered to release vary or modify the Restriction as to User thirdly referred to in abovementioned plan :

EPPING FOREST ESTATES PTY LTD - The cost and expense of any such release variation or modification shall be borne by the person or corporation requesting the same in all respects.

R. Lopresti
Director



V. Lopresti
Secretary

ACCEPTED
[Signature]
GENERAL MANAGER

DP 843999

SHEET 6 OF 6 SHEETS.

Sealed and Delivered
for and on behalf of
WESTPAC BANKING CORPORATION

IRENE MARGARET MACDONALD

by
its duly constituted
Attorney who is
personally known to me

Vince Fedele
296 Macquarie St,
Liverpool, NSW
Bank officer.

WESTPAC BANKING CORPORATION
A.B.N. 007 457 141
by its Attorney

who hereby states that at the time of executing this instrument no notice
of revocation has been received of the Power of Attorney registered in
the office of the Registrar General No. 538 Book 4005 under
the authority of which this instrument has been executed.

A P Campbelltown NSW
* Branch / * Office
* Manager Manager
* Deputy Manager Regional Securities Centre
* Assistant Manager
* Officer in Charge Regional Securities
* District Commercial Manager
* Commercial Manager
* District Operations Controller
* Assistant District Operations Controller
* Delete as applicable

13th October 1994.

REGISTERED



18 20.10.1994

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

Lengths are in metres

Sheet 1 of 6 sheets

Plan:

Subdivision of Lot 233 in
Deposited Plan 812272 covered
by Council Clerk's Certificate
No 102 of 1997

DP 874225

EPPING FOREST ESTATES PTY LTD
ACN 003 776 332
P O Box 606
Campbelltown NSW 2560

P A R T 1

1. Identity of Easement firstly referred to in abovementioned plan: Easement to Drain Water
1.5 wide

Schedule of lots, etc affected

Lots burdened	Lots,name of road or Authority benefited
21	22,23,24
22	23,24
23	24
26	25
27	25,26
28	25,26,27
34	25,26,27,28

2. Identity of Easement secondly referred to in abovementioned plan: Easement for Underground Mains
1 wide

Schedule of lots, etc affected

Lots burdened	Lots,name of road or Authority benefited
30,32	Integral Energy Australia

3. Identity of Restriction thirdly referred to in abovementioned plan: Restriction as to User

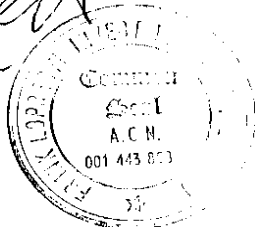
Schedule of lots, etc affected

Lots burdened	Lots,name of road or Authority benefited
Each lot except Lots 24 and 34	Every other lot

4. Identity of Restriction fourthly referred to in abovementioned plan: Restriction as to User

Schedule of lots, etc affected

Lots burdened	Lots,name of road or Authority benefited
29, 32 and 33	24

R. C. Lopresti
R. C. Lopresti


V. Lopresti
R. Lopresti


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

Lengths are in metres

Sheet 2 of 6 sheets

DP 874225

Subdivision of Lot 233 in
Deposited Plan 812272 covered
by Council Clerk's Certificate
No 102 of 1997

Proprietors:

EPPING FOREST ESTATES PTY LTD
ACN 003 776 332
P O Box 606
Campbelltown NSW 2560

P A R T 2

NAME OF AUTHORITY empowered to release vary or modify the Easement to Drain Water
firstly referred to in abovementioned plan:

THE COUNCIL OF THE CITY OF CAMPBELLTOWN - The cost and expense of any such release
variation or modification shall be borne by the person or corporation requesting the
same in all respects.

2. Terms of Easement for Underground Mains secondly referred to in abovementioned plan:

A. Full and free right and licence for the authority benefited to erect electricity
equipment under the lot burdened for the purpose of transmission of electricity and
incidental purposes, together with the following rights:

- (a) to enter, and repass on the lot burdened (with or without vehicles) at all reasonable
times (and at any time in the event of an emergency) and to remain there for any reasonable
time with or without workmen, materials or machinery.
- (b) to cut, trim, remove, and lop trees, branches, roots, foliage, and other vegetation
on the lot burdened which encroach on or may interfere with or prevent reasonable
access to the easement site or the electricity equipment.
- (c) to remove any encroachment from the easement site, and
- (d) to excavate the easement site for the purposes of this easement.

B. In exercising its rights under this easement the authority benefited will take reasonable
precautions to minimise disturbance to the surface of the lot burdened and will restore that
surface as nearly as practicable to its original condition.

C. The owner of the lot burdened covenants with the authority benefited that the owner:

- (a) will not erect or permit to be erected any structure on or under the easement site,
- (b) will not alter the surface level of the easement site or carry out any form of
construction affecting its surface, undersurface or subsoil, and
- (c) will not do or permit anything to be done or fail to do anything whereby access to
the easement site by the authority benefited is restricted without the written
permission of the authority benefited and in accordance with such conditions as
the authority benefited may reasonably impose.

V. Lopresti
Director

R. C. Lopresti
Director



V. Lopresti
Director

R. Lopresti
Director



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

Lengths are in metres

Sheet 3 of 6 sheets

DP 874225

Subdivision of Lot 233 in
Deposited Plan 812272 covered
by Council Clerk's Certificate
No 102 of 1997

Proprietors:

EPPING FOREST ESTATES PTY LTD
ACN 003 776 332
P O Box 606
Campbelltown NSW 2560

P A R T 2

D. Authority benefited means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorised by it.

Owner means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

Electricity equipment means underground electricity cables, ducts, and ancillary electrical equipment.

Erect includes construct, repair, replace, maintain, modify, use and remove.

Easement site means that part of the lot burdened subject to the easement.

The terms implied by Section 88A (2A) and Schedule 4A Part 8 of the Conveyancing Act, 1919 are excluded.

NAME OF AUTHORITY empowered to release vary or modify the Easement for Underground Mains secondly referred to in abovementioned plan:

INTEGRAL ENERGY AUSTRALIA - The cost and expense of any such release variation or modification shall be borne by the person or corporation requesting the same in all respects.

3. Terms of Restriction as to User thirdly referred to in abovementioned plan:

- (a) No material other than new material shall be used in the construction of any building erected on any Lot, and no roof of any such building shall be of any material other than concrete or terra cotta tile and no main building shall be erected or be permitted to remain on any such Lot with external walls other than brick, timber or fibrous cement or any combination of the same provided that:-
- (i) timber and fibrous cement shall not be used in external walls except as infill panels and/or gable ends in conjunction with all or any of the other materials referred to in this Clause and the proportion of timber and fibrous cement shall not in the case of a single storey building exceed twenty five percentum (25%) of the total surface area of the external walls and in the case of a building having more than one storey forty percentum (40%) thereof.

97 *Lopresti*
Director
R. C. Lopresti
Director



V. Lopresti
Director
R. Lopresti
Director



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

Lengths are in metres

Sheet 4 of 6 sheets

DP 874225

Subdivision of Lot 233 in
Deposited Plan 812272 covered
by Council Clerk's Certificate
No 102 of 1997

Proprietors:

EPPING FOREST ESTATES PTY LTD
ACN 003 776 332
P O Box 606
Campbelltown NSW 2560

P A R T 2

- (ii) nothing in this covenant shall preclude or prohibit a building having an inner frame work of its external walls constructed of timber or other materials with an external brick face.
- (b) No main building shall be erected or permitted to remain on any Lot unless it shall have an overall floor area of not less than one hundred and fifty square metres (150sqm). The said overall floor area shall include any attached garage or carport under the same roof as the main building, but shall exclude any patio, verandah or detached garage or carport.
- (c) Not more than one main building shall be erected or permitted to remain on any Lot and no such main building shall be erected or used otherwise than as a single private dwelling house.
- (d) No fence or dividing wall with the exception of the wall of any courtyard situated forward of the main building alignment shall be erected or permitted to remain along or adjacent to the street frontage of any Lot nor along or adjacent to any side boundary extending from the front boundary to the front alignment of the main building or to the front alignment of the main building of the Lot immediately adjoining and having a common boundary with the said Lot.
- (e) No fence of a courtyard situated forward of the main building alignment shall be of any material other than brick or stone save that timber infill panels of not more than three (3) metres in length may also be used provided that they are used in conjunction with brick or stone.
- (f) No dividing fence erected on or near a common boundary between adjoining Lots shall be constructed of materials other than stained or oiled timber, brick, stone or masonry.
- (g) No fence erected on or near a boundary dividing a Lot burdened from any public road shall be of material other than:-
(i) vertical timber, palings which are lapped and capped with timber and oiled or stained in one colour first approved in writing by the Vendor,
(ii) brick
(iii) stone, and
(iv) single paling infill panels used in conjunction with brick or stone columns.

F. Lopez
owner

R. C. Lopresti
owner



V. Lopresti
owner

R. Lopresti
owner



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

Lengths are in metres

Sheet 5 of 6 sheets

DP 874225

Subdivision of Lot 233 in
Deposited Plan 812272 covered
by Council Clerk's Certificate
No 102 of 1997

Proprietors:

EPPING FOREST ESTATES PTY LTD
ACN 003 776 332
P O Box 606
Campbelltown NSW 2560

P A R T 2

- (h) The proprietor of any Lot shall not excavate, carry away or remove or permit to be excavated, carried away or removed from the Lot any earth, clay, stone, gravel, soil or sand except so far as may be necessary for the erection in accordance with the covenants herein contained of any house, building erection or swimming pool thereon or for any purpose incidental and/or ancillary thereto.
- (i) No motor vehicle weighing over three (3) tonnes shall be garaged or stored or permitted to remain on any Lot.
- (j) No advertisement, hoarding, sign or any other similar structure shall be erected or permitted to remain on any Lot nor shall any Lot or building erected thereon be used for the display or any advertisement, sign or notice provided that this restriction shall not prevent the display of a "for Sale" and/or one (1) builders sign no larger than one (1) metres by one (1) metre provided further that this restriction shall not apply to the Vendor and any person or corporation authorised by the Vendor for so long as the Vendor is the registered proprietor of any Lot hereby burdened. In the event of a purchaser or anyone acting on his behalf placing a sign on any Lot in contravention of this restriction the Vendor shall be entitled to remove same and the Purchaser grants to the Vendor a license to enter onto the Lot for this purpose.
- (k) For the benefit of any adjoining Lot owned by Epping Forest Estates Pty Limited but only during the ownership thereof by Epping Forest Estates Pty Limited, its successors and assigns other than purchasers on sale, no fence will be erected on any Lot to divide the same from any such adjoining Lot without the consent in writing of Epping Forest Estates Pty Limited but such consent shall not be withheld if such fence is erected without expense to Epping Forest Estate Pty Limited and in favour of any person dealing with the Purchaser from the Vendor such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (l) No caravan, trailer, mobile home, transportable home, demountable building, garden shed, temporary structure or other moveable or transportable structure providing residential or accommodation facilities shall be bought onto, erected upon or permitted to remain on the Lot or shall be used as a dwelling or residence whether temporary or otherwise by or for any person or persons until completion of the main building.

F. Leaper
Director
R. C. Hoprest
Director


V. Hoprest
Director
R. Hoprest
Director


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

Lengths are in metres

Sheet 6 of 6 sheets

DP 874225

Subdivision of Lot 233 in
Deposited Plan 812272 covered
by Council Clerk's Certificate
No 102 of 1997

Proprietors:

EPPING FOREST ESTATES PTY LTD
ACN 003 776 332
P O Box 606
Campbelltown NSW 2560

P A R T 2

4. Terms of Restriction as to User fourthly referred to in abovementioned plan:

- (a) No main building shall be erected or permitted to remain on any Lot hereby burdened unless it shall be of single storey construction only.
- (b) No tree shall be planted on any Lot hereby burdened if it is likely to grow taller than the ridge line of the main building erected thereon.

NAME OF PERSON OR PERSONS empowered to release, vary or modify the Restriction as to User thirdly and fourthly referred to in abovementioned plan:

EPPING FOREST ESTATES PTY LIMITED - The cost and expense of any such release variation or modification shall be borne by the person or corporation requesting the same in all respects.

THE COMMON SEAL of
EPPING FOREST ESTATES
PTY LIMITED was hereunto
affixed by its Board of
Directors and in the
presence of:



V. Lopresti
Director

R. Lopresti
Director

F. Lopresti
Director



ACCEPTED

General Manager
GENERAL MANAGER

R. C. Lopresti
Director

WESTPAC BANKING CORPORATION ARBN 007 457 141
BY ITS ATTORNEY DANIEL EDWARD MCGHEE UNDER POWER OF
ATTORNEY NO 831 BOOK 4059.

SUPERVISOR
NSW LOANS CENTRE

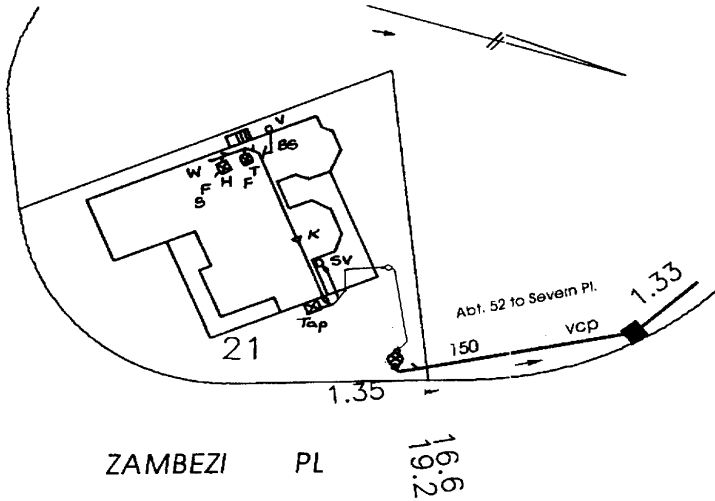
D 280 - WITNESS

1, KING STREET, CONCORD WEST

REGISTERED 14-1-1998

Sewer Service Diagram

Application Number: 8004734932

SEWERAGE SERVICE DIAGRAM			
MUNICIPALITY OF CAMPBELLTOWN	SUBURB OF KEARNS	Copy of Diagram no. 3038426	
SYMBOLS AND ABBREVIATIONS			
INDICATES - DRAINAGE FITTINGS ☐ Mnr Manhole ☐ Chnr Chamber ☐ LH Lamphole ☐ BT Boundary Trap ☐ IS Inspection Shaft ☐ Pit ☐ GI Grease Interceptor ☐ Gully	☐ P P Trap ☐ RV Reflux Valve ☐ CE Cleaning Eye ☐ V Vertical Pipe ☐ IP Induct Pipe ☐ MF Mica Flop ☐ Jn Junction ☐ RP Rooding Point	 INDICATES - PLUMBING FIXTURES & OR FITTINGS CO Clean out V Vent Pipe T Traps K Kitchen Sink WC Water Closet B Bath Waste H Handbasin SVP Soil Vent Pipe Bid Bidet S Shower DW Dishwasher F Floor Waste M Washing Machine BS Bar Sink LS Lab Sink WS Waste Stack INDICATES - PLUMBING ON MORE THAN ONE LEVEL O SVP Soil Vent Pipe O WS Waste Stack	
SEWER AVAILABLE			
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised. NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3)			
			
Scale: Approx 1:500 Distances/depths in metres Pipe diam in millimetres			
W.S. _____ U.S. _____ Sewer Ref. Sheet No. _____	DRAINAGE Inspected by _____ Inspector _____ Cert. Of Compliance No. _____ Field Diagram Examined by _____ Tracing Checked by _____	Date of Issue _____ Outfall _____ Drainer _____ Plumber _____ Boundary Trap NOT REQUIRED	PLUMBING Inspected _____ Inspector _____ Cert. Of Compliance No. _____ For Regional Manager _____
Connection Date: _____			

Document generated at 20-10-2025 11:10:22 AM

Disclaimer

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

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Issue Date: 20 October 2025
Application Number: 202504627
Receipt Number: 6795043

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Your Reference: 251887:64091

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

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

Property Address: 10 Zambezi Place
KEARNS NSW 2558

Property Description: Lot 21 DP 874225

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

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

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

Planning Instrument: Campbelltown LEP 2015
Effect: R2 Low Density Residential

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

Local environmental plan (LEP)

Campbelltown LEP 2015

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

State environmental planning policies (SEPPs)

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

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

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

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

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

Draft local environmental plans (LEPs)

None

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

Draft State environmental planning policies (SEPPs)

None

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

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

Campbelltown (Sustainable City) DCP 2015

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

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ITEM 2 – Zoning and land use under relevant planning instruments

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

R2 Low Density Residential

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

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

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

ITEM 3 – Contribution plans

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

Campbelltown Local Infrastructure Contributions Plan 2018 (Amendment 1)

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

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

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ITEM 4 – Complying development

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

Housing Code – on all of the land

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

Rural Housing Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

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

Fire Safety Code – on all of the land

Low Rise Housing Diversity Code – on all of the land

Container Recycling Facilities Code – on all of the land

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

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

Greenfield Housing Code – on any part of the land

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

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

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

Note: Despite any references above advising that complying development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development

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Codes) 2008. *It is necessary to review the State environment planning policy in detail to ensure that specific types of complying development may be undertaken on the land.*

ITEM 5 – Exempt development

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

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

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

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
- 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
- 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
- 1.16A within 18 kilometres of Siding Spring Observatory

(2) Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

(3) Campbelltown City Council does not have sufficient information to ascertain whether the land has a restriction applying to it that may not apply to all of the land.

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

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

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

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

ITEM 6 – Affected building notices and building product rectification orders

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

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

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Note: In this item, *affected building notice* has the same meaning as in the Building Products (Safety) Act 2017, Part 4. *Building product rectification order* has the same meaning as in the Building Products (Safety) Act 2017.

ITEM 7 – Land reserved for acquisition

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

ITEM 8 – Road widening and road realignment

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

ITEM 9 – Flood related development controls

- (1) None of the land is within the flood planning area and it is not subject to flood related development controls.
- (2) The land is not subject to flood related development controls as a result of all or part of it being between the flood planning area and the probable maximum flood.
- (3) In this clause –

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

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

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

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

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

- (a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's City Development team to ascertain any specific requirements.
- (b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone

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land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.

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

ITEM 11 – Bush fire prone land

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

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

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

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

ITEM 12 – Loose-fill asbestos insulation

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

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

ITEM 13 – Mine subsidence

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

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ITEM 14 – Paper subdivision information

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

ITEM 15 – Property vegetation plans

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

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

ITEM 16 – Biodiversity stewardship sites

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

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

ITEM 17 – Biodiversity certified land

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

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

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

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

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

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

ITEM 20 – Western Sydney Aerotropolis

Not affected.

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ITEM 21 – Development consent conditions for seniors housing

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

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

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

ITEM 23 – Water or sewerage services

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

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

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

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

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

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ITEM 24 – Special entertainment precincts

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

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

William Pillon
Planning Engagement Team Leader

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To enable development for purposes other than residential only if that development is compatible with the character of the living area and is of a domestic scale.
- To minimise overshadowing and ensure a desired level of solar access to all properties.
- To facilitate diverse and sustainable means of access and movement.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Schools; Semi-detached dwellings

4 Prohibited

Any development not specified in item 2 or 3

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

Attachment 2

Campbelltown Local Environmental Plan 2015

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows—
- (a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,
 - (b) to ensure that the density of settlement will be compatible with the objectives of the zone,
 - (c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,
 - (d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,
 - (e) to facilitate viable agricultural undertakings,
 - (f) to protect the curtilage of heritage items and heritage conservation areas,
 - (g) to facilitate a diversity of housing forms.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land—
- (a) by the registration of a strata plan or strata plan of subdivision under the *Strata Schemes Development Act 2015*, or
 - (b) by any kind of subdivision under the *Community Land Development Act 1989*.
- (4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.
- (4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting from the creation of a public road, public open space or other public purpose.
- (4C) Despite subclause (3), development consent may be granted for the subdivision of land within Lot 61, DP 752042, Appin Road, Gilead, into lots that do not meet the minimum size shown on the Lot Size Map if—
- (a) each lot has a minimum lot size of not less than 375m², and
 - (b) no more than 65 lots have a lot size of less than 450m², and
 - (c) no more than 3 contiguous lots sharing a street frontage have a lot size of less than 450m², and
 - (d) each lot is located not more than 200m from a bus route, community centre or open space area.

4.1AA Minimum subdivision lot size for community title schemes

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

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

4.1A (Repealed)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Rural subdivision

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

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

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

Note—

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

(3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(5) A dwelling cannot be erected on such a lot.

Note—

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

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

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

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

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

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

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

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

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

Note—

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

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

existing holding means land that—

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

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

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

relevant date means—

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

Note—

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

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

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

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

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

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

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

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

4.2E Subdivision of land in Zone C3

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

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

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*.)
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 Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy 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.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or 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?

Survey and building

13. 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.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. 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?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. 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

24. 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

25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 – Swimming Pools Regulation 2018

Pool no: 13a778d9
Property address: 10 ZAMBEZI PLACE KEARNS
Date of inspection: 19 October 2025
Expiry date: 19 October 2026
Issuing authority: Alexander Stephandellis - Registered Certifier - bdc2594

Did not comply with AS1926.1 (2012).

The swimming pool at the above property DOES NOT COMPLY with Part 2 of the *Swimming Pools Act 1992*. Please refer to the registered certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety ☐

The swimming pool does not pose a significant risk to public safety ☒

Non-compliance area/s:

Boundary fence	☒	Doors	☐
Fence height	☐	Fence panels/gaps	☒
Gate closure	☐	Gate latch	☐
Non-ancillary structure	☐	Non-climbable zones	☒
Signage	☐	Window	☐
Other (see text box below)	☐		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.