

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Murray Kennedy Real Estate 4 Somerset Avenue, Narellan, NSW 2567	Phone: 02 4648 0600 Ref: Murray Kennedy
co-agent		
vendor	Hugh Oisin Berney, 8 Cain Drive, Kelso, NSW 2795 and Tracy Patricia Hagarty, 2 Kensington Place, Perthville, NSW 2795	
vendor's solicitor	Steele+Co Lvl 1, 154 Russell Street, Bathurst NSW 2795 PO Box 1504, Bathurst NSW 2795	Phone: 02 6331 7666 Email: info@steeleandco.com.au Ref: PPTY:DH:196387
		
date for completion	35th day after the contract date	(clause 15)
land (address, plan details and title reference)	80 Plane Tree Drive, Narellan Vale, New South Wales 2567 Registered Plan: Lot 2002 Plan DP 806383 Folio Identifier 2002/806383	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ car space ☐ 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 ☒ clothesline ☒ 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: gas heating
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	_____ (if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
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: _____ 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: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

Choices

Vendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated Electronic Lodgement Network (ELN)** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farmland or farmland supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an **GSTRW payment**☐ NO☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

80 PLANE TREE DR NARELLAN VALE NSW 2507

ADDITIONAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND BETWEEN:

Hugh Oisin Berney and Tracy Patricia Hagarty (Vendor); and
(Purchaser)

1. Capacity

Notwithstanding any rule of law or equity to the contrary:

- 1.1. Should either party prior to completion die or lose legal capacity during the course of this transaction, then either party may rescind the Contract by notice in writing to the other whereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or
- 1.2. Should the Purchaser be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement with creditors under the relevant provisions of the *Corporations Act 2001*, or should a liquidator, receiver, administrator or official manager be appointed, then the Vendor may by notice in writing to the Purchaser rescind this Contract and if the Purchaser is not otherwise in default under this Contract the provisions of clause 19 shall apply.

2. Agent

- 2.1. The Purchaser warrants not being introduced to the Vendor or to the Land by any real estate agent other than the agent/s nominated on the front of this Contract.
- 2.2. The Purchaser shall forever keep the Vendor indemnified against all claims by any other real estate agent for commission arising out of a breach of this warranty.
- 2.3. This clause shall not merge upon completion.

3. Defects

The Purchaser acknowledges that the Property and services are sold in its or their present state and condition and with all defects whether latent and/or patent and the Purchaser shall make no requisition objection, or claim for compensation in respect thereto.

4. Rates

Any rates assessed against this Land which are postponed and become payable by reason of the Purchasers change in use of the land or by any other reason are a liability of the Purchaser absolutely. The Vendor will not be required to pay any amount due for postponed rates now or in the future. This clause shall not merge on Completion.

5. Settlement

As a consequence of settlement being re-scheduled to another day through no fault of the Vendor, the Purchaser must pay the sum of \$330.00 to the Vendor on Completion to cover the Vendor's additional costs of rescheduling settlement. This is an essential term of this Contract.

6. Interest

If this Contract is not completed on or before the Completion date through no fault of the Vendor then the Purchaser must pay to the Vendor interest on the purchase price at the rate of 8% per annum calculated on a daily basis from and including the date for completion as shown on the front page of this contract to and including the actual date of Completion.

7. Notice to Complete

Despite anything else contained herein it is hereby agreed between the parties that 14 days shall be sufficient time for the giving of a Notice to Complete this Contract and making time of the essence at the expiry of such notice.

8. Directors Guarantee

- 8.1. If the Purchaser is a company, then all directors of the Purchaser must guarantee, jointly and severally, the Purchaser's performance of all obligations under the Contract. This is an essential provision of the Contract for the benefit of the Vendor.
- 8.2. The Directors of the Purchaser company have or must within 14 days of the date of this Contract, sign this Contract as Guarantors, jointly and severally, of the Purchaser company in consideration of the Vendor's entry into this Contract and in consideration that the Directors believe they will derive a commercial benefit by the Purchaser company's entry into this Contract. The signing by the Directors of the Contract is acknowledged as being as a deed between the Vendor and the Directors.

- 8.3. The said Guarantors guarantee to the Vendor that the Purchaser will perform all of the obligations of the Purchaser and in default thereof by the Purchaser the Guarantors covenant with the Vendor to perform the obligations of the Purchaser or cause them to be performed as if the obligations were primarily the responsibility of the Guarantors.
- 8.4. This Guarantee and Indemnity is a continuing Guarantee and Indemnity and will not be considered as wholly or partly satisfied or discharged until all of the obligations of the Purchaser under this Contract are fulfilled.
- 8.5. The Guarantors agree with the Vendor as a separate and additional liability that the Guarantors indemnify and will keep indemnified the Vendor in respect of all of the obligations of the Purchaser pursuant to this Contract and as principal debtors agree to pay to the Vendor upon demand in writing a sum of money equal to any loss, damage, cost, charge or expense suffered or incurred by the Vendor as a result of a default in performance by the Purchaser of any of the obligations of the Purchaser pursuant to this Contract.
- 8.6. In the event that all Guarantors have not signed the Contract or fail to do so within 14 days of the date of this Contract, then that shall be a breach by the Purchaser of an essential term of the Contract entitling the Vendor to terminate the Contract, at the Vendor's absolute discretion, without notice.

Signature
Director of the purchaser company

Signature
Director of the purchaser company

Print name

Print name



FOLIO: 2002/806383

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/10/2025	12:03 PM	8	4/9/2025

LAND

LOT 2002 IN DEPOSITED PLAN 806383
AT NARELLAN
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP806383

FIRST SCHEDULE

HUGH OISIN BERNEY
TRACY PATRICIA HAGARTY
AS JOINT TENANTS (AE AV385085)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP806383 RESTRICTION(S) ON THE USE OF LAND
- 3 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
L332335 -RIGHT OF WAY
- 4 DP810905 EASEMENT FOR UNDERGROUND GAS MAIN 2 WIDE AND
VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



DECEMBER
NINETEEN
1899

FIRST DIVIDEND SEAL OF:
FIRTH NATIONAL FINANCE LIMITED WAS
HEREIN AFFIXED BY AUTHORITY OF THE
BOARD OF DIRECTORS IN ACCORDANCE
WITH ARTICLE 45 OF ASSOCIATION OF THE
PRESENCE IN


 THE COMMONWEALTH BANK OF AUSTRALIA
 Commonwealth Bank of Australia

AMENDMENTS MADE BY ME ON 22nd NOVEMBER 1990

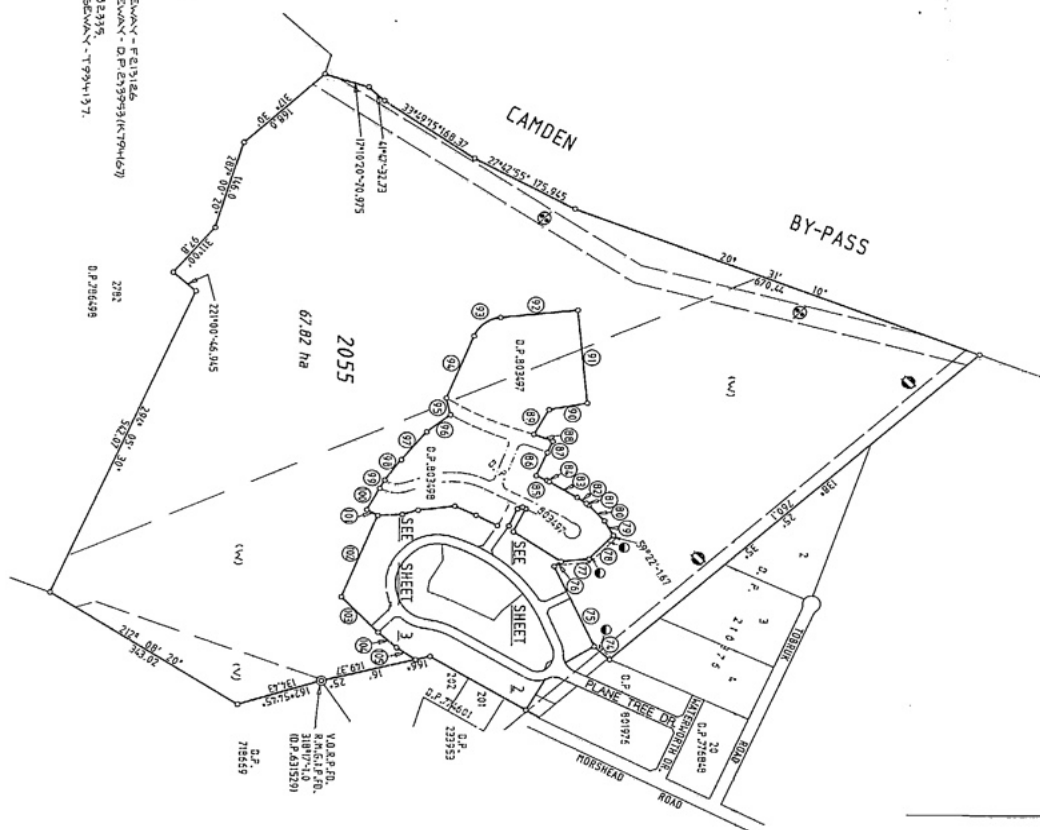
MICHAEL F. LAHONT
REGISTERED SURVEYOR

AMENDMENTS APPROVED BY CAMDEN MUNICIPAL COUNCIL


COUNCIL CLERK

ARC	RAC	ARC	RAC
74	2374-97.91-08	74	2374-97.91-08
75	2424-04.16-15.51	75	2424-04.16-15.51
76	3240-80-13.54	76	3240-80-13.54
77	3240-80-13.54	77	3240-80-13.54
78	3104-94-6.42	78	3104-94-6.42
79	2374-97.91-08	79	2374-97.91-08
80	2249-94-35.37	80	2249-94-35.37
81	2180-51-5.03	81	2180-51-5.03
82	2174-52-16.97	82	2174-52-16.97
83	2074-20-50.1	83	2074-20-50.1
84	209-70-1.805	84	209-70-1.805
85	2845-94-6.17	85	2845-94-6.17
86	2845-94-6.17	86	2845-94-6.17
87	2340-0-70.0	87	2340-0-70.0
88	2019-20-13.6	88	2019-20-13.6
89	2374-97.91-08	89	2374-97.91-08
90	3072-40-58.87	90	3072-40-58.87
91	2640-70-13.51	91	2640-70-13.51
92	1274-40-110.7	92	1274-40-110.7
93	1274-40-110.7	93	1274-40-110.7
94	1274-40-110.7	94	1274-40-110.7
95	2540-80-27.945	95	2540-80-27.945
96	1274-40-110.7	96	1274-40-110.7
97	1274-40-110.7	97	1274-40-110.7
98	1274-40-110.7	98	1274-40-110.7
99	1274-40-110.7	99	1274-40-110.7
100	1193-20-46.45	100	1193-20-46.45
101	2749-31-3.45	101	2749-31-3.45
102	1124-28-45.60	102	1124-28-45.60
103	6371-91.415	103	6371-91.415
104	4042-20-57.87	104	4042-20-57.87
105	3249-35.53	105	3249-35.53

① ASBESTOS TO BRAIN WATER 15 WIDE
 ② EXERCISE FOR TRANSMISSION LINE 30 WIDE
 & VARIABLE WIDTH (0779391)
 ③ RIGHT OF CARRIAGEWAY 20.15 WIDE (721216)
 (1) RIGHTS TO MINE - F.151216
 (2) BENEFITTED BY RIGHT OF CARRIAGEWAY - F.151216
 BENEFITTED BY RIGHT OF CARRIAGEWAY - D.151216
 (3) BENEFITTED BY RIGHT OF WAY - L.151216
 BENEFITTED BY RIGHT OF CARRIAGEWAY - T.151216



CA: NO. 39/90 OF 11-10-1990

Purpose: SUBDIVISION

Ref. Map: U 7330 - B

PLAN OF SUBDIVISION OF
LOTS 22-35 INCL. IN D.P. 803497
& LOTS 65-78 INCL. 80-93 INCL.
& 107 IN D.P. 803498

Lengths are in metres. Reduction Ratio 1: 5000

CAMDEN
 MAY 2017

Locality: NARHELLAN

County: CUMBERLAND

This is about 1 of my plan in
(Delete if inapp)

4. ANTHONY, PETER HART, at

a surveyor registered under the amended, hereby certify that the

is accurate and has been made in accordance with the Practice Regulations, 1933 and any other regulations of the Department of Lands and Survey.

Signature *A. P.*

Customs and Excise, 1994.
 Month and date of survey.

Plans used in preparation of
D.P.'s 801976, 803497, 8034

Panel for Use Only

public reserves, drainage restrictions as to user.

IT IS INTENDED TO DEDICATE
1. PIN ON PLACE 13 WIDE

TO THE PUBLIC AS ROAD.

PURSUANT TO SEC. 808 OF THE
CONVEYANCING ACT 1919, AS

1. EASEMENT TO DRAIN WATER
2. EASEMENT FOR ELECTRIC

3. RESTRICTION ON USE
4. RESTRICTION ON USE6. RESTRICTION ON USE **A**
7. RESTRICTION ON USE **A**

10

10

10

10



PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY

SCHEDULE OF SHORT & CURVED BOUNDARIES

BEAR & DIST.	ARC	RAD.
1 259°52'-14.26	16.4	20.89
2 265°51'-4.93	8.95	0.5
3 252°29'-40'-11.35	11.355	0.5
4 264°45'-11.83	11.835	215
5 280°48'-8.45	-	-
6 195°55'-8.83	-	-
7 235°12'-16.39	16.395	215
8 231°02'-21.085	21.09	215
9 226°12'-20.345	20.35	215
10 221°24'-20.05	20.5	215
11 216°48'-20.54	20.545	215
12 213°42'-4.65	4.655	215
13 208°48'-20'-22.02	22.03	215
14 204°48'-15.87	15.87	215
15 201°02'-20'-17.065	17.07	215
16 194°02'-4.54	-	-
17 189°02'-3.505	-	-
18 183°42'-15.205	15.21	22.5
19 178°48'-4.85	19.55	22.5
20 173°48'-4.85	20.54	102.5
21 168°48'-4.85	11.57	102.5
22 163°48'-4.85	4.85	21.5
23 158°48'-4.85	3.19	21.5
24 153°48'-4.85	3.1	21.5
25 148°48'-4.85	11.93	21.5
26 143°48'-4.85	-	-
27 138°48'-4.85	-	-
28 133°48'-4.85	-	-
29 128°48'-4.85	-	-
30 123°48'-4.85	-	-
31 118°48'-4.85	-	-
32 113°48'-4.85	-	-
33 108°48'-4.85	-	-
34 103°48'-4.85	-	-
35 98°48'-4.85	-	-
36 93°48'-4.85	-	-
37 88°48'-4.85	-	-
38 83°48'-4.85	-	-
39 78°48'-4.85	-	-
40 73°48'-4.85	-	-
41 68°48'-4.85	-	-
42 63°48'-4.85	-	-
43 58°48'-4.85	-	-
44 53°48'-4.85	-	-
45 48°48'-4.85	-	-
46 43°48'-4.85	-	-
47 38°48'-4.85	-	-
48 33°48'-4.85	-	-
49 28°48'-4.85	-	-
50 23°48'-4.85	-	-
51 18°48'-4.85	-	-
52 13°48'-4.85	-	-
53 8°48'-4.85	-	-
54 3°48'-4.85	-	-
55 0°48'-4.85	-	-
56 330°48'-4.85	-	-
57 325°48'-4.85	-	-
58 320°48'-4.85	-	-
59 315°48'-4.85	-	-
60 310°48'-4.85	-	-
61 305°48'-4.85	-	-
62 300°48'-4.85	-	-
63 295°48'-4.85	-	-
64 290°48'-4.85	-	-
65 285°48'-4.85	-	-
66 280°48'-4.85	-	-
67 275°48'-4.85	-	-
68 270°48'-4.85	-	-
69 265°48'-4.85	-	-
70 260°48'-4.85	-	-
71 255°48'-4.85	-	-
72 250°48'-4.85	-	-
73 245°48'-4.85	-	-
74 240°48'-4.85	-	-
75 235°48'-4.85	-	-
76 230°48'-4.85	-	-
77 225°48'-4.85	-	-
78 220°48'-4.85	-	-
79 215°48'-4.85	-	-
80 210°48'-4.85	-	-
81 205°48'-4.85	-	-
82 200°48'-4.85	-	-
83 195°48'-4.85	-	-
84 190°48'-4.85	-	-
85 185°48'-4.85	-	-
86 180°48'-4.85	-	-
87 175°48'-4.85	-	-
88 170°48'-4.85	-	-
89 165°48'-4.85	-	-
90 160°48'-4.85	-	-
91 155°48'-4.85	-	-
92 150°48'-4.85	-	-
93 145°48'-4.85	-	-
94 140°48'-4.85	-	-
95 135°48'-4.85	-	-
96 130°48'-4.85	-	-
97 125°48'-4.85	-	-
98 120°48'-4.85	-	-
99 115°48'-4.85	-	-
100 110°48'-4.85	-	-
101 105°48'-4.85	-	-
102 100°48'-4.85	-	-
103 95°48'-4.85	-	-
104 90°48'-4.85	-	-
105 85°48'-4.85	-	-
106 80°48'-4.85	-	-
107 75°48'-4.85	-	-
108 70°48'-4.85	-	-
109 65°48'-4.85	-	-
110 60°48'-4.85	-	-
111 55°48'-4.85	-	-
112 50°48'-4.85	-	-
113 45°48'-4.85	-	-
114 40°48'-4.85	-	-
115 35°48'-4.85	-	-
116 30°48'-4.85	-	-
117 25°48'-4.85	-	-
118 20°48'-4.85	-	-
119 15°48'-4.85	-	-
120 10°48'-4.85	-	-
121 5°48'-4.85	-	-
122 0°48'-4.85	-	-
123 330°48'-4.85	-	-
124 325°48'-4.85	-	-
125 320°48'-4.85	-	-
126 315°48'-4.85	-	-
127 310°48'-4.85	-	-
128 305°48'-4.85	-	-
129 300°48'-4.85	-	-
130 295°48'-4.85	-	-
131 290°48'-4.85	-	-
132 285°48'-4.85	-	-
133 280°48'-4.85	-	-
134 275°48'-4.85	-	-
135 270°48'-4.85	-	-
136 265°48'-4.85	-	-
137 260°48'-4.85	-	-
138 255°48'-4.85	-	-
139 250°48'-4.85	-	-
140 245°48'-4.85	-	-
141 240°48'-4.85	-	-
142 235°48'-4.85	-	-
143 230°48'-4.85	-	-
144 225°48'-4.85	-	-
145 220°48'-4.85	-	-
146 215°48'-4.85	-	-
147 210°48'-4.85	-	-
148 205°48'-4.85	-	-
149 200°48'-4.85	-	-
150 195°48'-4.85	-	-
151 190°48'-4.85	-	-
152 185°48'-4.85	-	-
153 180°48'-4.85	-	-
154 175°48'-4.85	-	-
155 170°48'-4.85	-	-
156 165°48'-4.85	-	-
157 160°48'-4.85	-	-
158 155°48'-4.85	-	-
159 150°48'-4.85	-	-
160 145°48'-4.85	-	-
161 140°48'-4.85	-	-
162 135°48'-4.85	-	-
163 130°48'-4.85	-	-
164 125°48'-4.85	-	-
165 120°48'-4.85	-	-
166 115°48'-4.85	-	-
167 110°48'-4.85	-	-
168 105°48'-4.85	-	-
169 100°48'-4.85	-	-
170 95°48'-4.85	-	-
171 90°48'-4.85	-	-
172 85°48'-4.85	-	-
173 80°48'-4.85	-	-
174 75°48'-4.85	-	-
175 70°48'-4.85	-	-
176 65°48'-4.85	-	-
177 60°48'-4.85	-	-
178 55°48'-4.85	-	-
179 50°48'-4.85	-	-
180 45°48'-4.85	-	-
181 40°48'-4.85	-	-
182 35°48'-4.85	-	-
183 30°48'-4.85	-	-
184 25°48'-4.85	-	-
185 20°48'-4.85	-	-
186 15°48'-4.85	-	-
187 10°48'-4.85	-	-
188 5°48'-4.85	-	-
189 0°48'-4.85	-	-
190 330°48'-4.85	-	-
191 325°48'-4.85	-	-
192 320°48'-4.85	-	-
193 315°48'-4.85	-	-
194 310°48'-4.85	-	-
195 305°48'-4.85	-	-
196 300°48'-4.85	-	-
197 295°48'-4.85	-	-
198 290°48'-4.85	-	-
199 285°48'-4.85	-	-
200 280°48'-4.85	-	-
201 275°48'-4.85	-	-
202 270°48'-4.85	-	-
203 265°48'-4.85	-	-
204 260°48'-4.85	-	-
205 255°48'-4.85	-	-
206 250°48'-4.85	-	-
207 245°48'-4.85	-	-
208 240°48'-4.85	-	-
209 235°48'-4.85	-	-
210 230°48'-4.85	-	-
211 225°48'-4.85	-	-
212 220°48'-4.85	-	-
213 215°48'-4.85	-	-
214 210°48'-4.85	-	-
215 205°48'-4.85	-	-
216 200°48'-4.85	-	-
217 195°48'-4.85	-	-
218 190°48'-4.85	-	-
219 185°48'-4.85	-	-
220 180°48'-4.85	-	-
221 175°48'-4.85	-	-
222 170°48'-4.85	-	-
223 165°48'-4.85	-	-
224 160°48'-4.85	-	-
225 155°48'-4.85	-	-
226 150°48'-4.85	-	-
227 145°48'-4.85	-	-
228 140°48'-4.85	-	-
229 135°48'-4.85	-	-
230 130°48'-4.85	-	-
231 125°48'-4.85	-	-
232 120°48'-4.85	-	-
233 115°48'-4.85	-	-
234 110°48'-4.85	-	-
235 105°48'-4.85	-	-
236 100°48'-4.85	-	-
237 95°48'-4.85	-	-
238 90°48'-4.85	-	-
239 85°48'-4.85	-	-
240 80°48'-4.85	-	-
241 75°48'-4.85	-	-
242 70°48'-4.85	-	-
243 65°48'-4.85	-	-
244 60°48'-4.85	-	-
245 55°48'-4.85	-	-
246 50°48'-4.85	-	-
247 45°48'-4.85	-	-
248 40°48'-4.85	-	-
249 35°48'-4.85	-	-
250 30°48'-4.85	-	-
251 25°48'-4.85	-	-
252 20°48'-4.85	-	-
253 15°48'-4.85	-	-
254 10°48'-4.85	-	-
255 5°48'-4.85	-	-
256 0°48'-4.85	-	-
257 330°48'-4.85	-	-
258 325°48'-4.85	-	-
259 320°48'-4.85	-	-
260 315°48'-4.85	-	-
261 310°48'-4.85	-	-
262 305°48'-4.85	-	-
263 300°48'-4.85	-	-
264 295°48'-4.85	-	-
265 290°48'-4.85	-	-
266 285°48'-4.85	-	-
267 280°48'-4.85	-	-
268 275°48'-4.85	-	-
269 270°48'-4.85	-	-
270 265°48'-4.85	-	-
271 260°48'-4.85	-	-
272 255°48'-4.85	-	-
273 250°48'-4.85	-	-
274 245°48'-4.85	-	-
275 240°48'-4.85	-	-
276 235°48'-4.85	-	-
277 230°48'-4.85	-	-
278 225°48'-4.85	-	-
279 220°48'-4.85	-	-
280 215°48'-4.85	-	-
281 210°48'-4.85	-	-
282 205°48'-4.85	-	-
283 200°48'-4.85	-	-
284 195°48'-4.85	-	-
285 190°48'-4.85	-	-
286 185°48'-4.85	-	-
287 180°48'-4.85	-	-
288 175°48'-4.85	-	-
289 170°48'-4.85	-	-
290 165°48'-4.85	-	-
291 160°48'-4.85	-	-
292 155°48'-4.85	-	-
293 150°48'-4.85	-	-
294 145°48'-4.85	-	-
295 140°48'-4.85	-	-
296 135°48'-4.85	-	-
297 130°48'-4.85	-	-
298 125°48'-4.85	-	-
299 120°48'-4.85	-	-
300 115°48'-4.85	-	-
301 110°48'-4.85	-	-
302 105°48'-4.85	-	-
303 100°48'-4.85	-	-
304 95°48'-4.85	-	-
305 90°48'-4.85	-	-
306 85°48'-4.85	-	-
307 80°48'-4.85	-	-
308 75°48'-4.85	-	-
309 70°48'-4.85	-	-
310 65°48'-4.85	-	-
311 60°48'-4.85	-	-
312 55°48'-4.85	-	-
313 50°48'-4.85	-	-
314 45°48'-4.85	-	-
315 40°48'-4.85	-	-
316 35°48'-4.85	-	-
317 30°48'-4.85	-	-
318 25°48'-4.85	-	-
319 20°48'-4.85	-	-
320 15°48'-4.85	-	-
321 10°48'-4.85	-	-
322 5°48'-4.85	-	-
323 0°48'-4.85	-	-
324 330°48'-4.85	-	-
325 325°48'-4.85	-	-
326 320°48'-4.85	-	-
327 315°48'-4.85	-	-
328 310°48'-4.85	-	-
329 305°48'-4.85	-	-
330 300°48'-4.85	-	-
331 295°48'-4.85	-	-
332 290°48'-4.85	-	-
333 285°48'-4.85	-	-
334 280°48'-4.85	-	-
335 275°48'-4.85	-	-
336 270°48'-4.85	-	-
337 265°48'-4.85	-	-
338 260°48'-4.85	-	-
339 255°48'-4.85	-	-
340 250°48'-4.85	-	-
341 245°48'-4.85	-	-
342 240°48'-4.85	-	-
343 235°48'-4.85	-	-
344 230°48'-4.85	-	-
345 225°48'-4.85	-	-
346 220°48'-4.85	-	-
347 215°48'-4.85	-	-
348 210°48'-4.85	-	-
349 205°48'-4.85	-	-
350 200°48'-4.85	-	-
351 195°48'-4.85	-	-
352 190°48'-4.85	-	-
353 185°48'-4.85	-	-
354 180°48'-4.85	-	-
355 175°48'-4.85	-	-
356 170°48'-4.85	-	-
357 165°48'-4.85	-	-
358 160°48'-4.85	-	-
359 155°48'-4.85	-	-
360 150°48'-4.85	-	-
361 145°4		

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 889 CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 1 of 7 Sheets

Plan: DP 806383

PART 1

Full name and address of
Proprietor of the land

Subdivision covered by Council
Clerk's Certificate No 39/90
being the plan of Subdivision of
Lots 22-35 inclusive in DP 803497
and Lots 65-78 inclusive, 80-93
inclusive and Lot 107 in
DP 803498 in Parish of Narellan
County of Cumberland Shire of
Camden
Birch Lane Estates Pty Ltd
"Monarch Court" 22 Thomas Street
Chatswood

1. Identity of easement firstly
referred to in above mentioned
Plan:

Easement to drain water 1.5 wide

Schedule of lots affected

Lots Burdened

Lots Benefited

2015	2013, 2055
2016	2013, 2055, 2015
2017	2013, 2055, 2015, 2016
2018	2013, 2055, 2015, 2016, 2017
2020	2013, 2055, 2015-2019 incl, 2021, 2022
2021	2022
2024	2023
2025	2023, 2024
2026	2023-2025 incl
2029	2028
2030	2028, 2029, 2031, 2032
2031	2032
2035	2034
2036	2034, 2035
2043	2042
2044	2042, 2043
2045	2042-2044 incl
2046	2042-2045 incl
2047	2042-2046 incl
2048	2049
2055	2028-2032 incl, 2034-2036 incl

2. Identity of easement secondly
referred to in above mentioned
Plan:

Easement for electricity purposes
2.75 wide

Schedule of lots affected

Lots Burdened

Name of Authority Benefited

The Prospect County Council

[Signature]

REGISTERED 19.12.1992

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 3rd January, 1991

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



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT, 1913**

Lengths are in metres

Sheet 2 of 7 Sheets

PART 1 (Cont'd)

Plan: DP 806383

Subdivision of Lots 22-35 inclusive
in DP 803497 and Lots 65-78
inclusive and 80-93 inclusive and
107 in DP 803498

3. Identity of restriction chiefly
referred to in above-mentioned
Plan:
Restriction on use

Schedule of lots affected

Lots Burdened
2001-2053 inclusive
Lots Benefited
Every other lot

4. Identity of restriction fourthly
referred to in above-mentioned
Plan:
Restriction on use

Schedule of lots affected

Lots Burdened
2015-2018 inclusive, 2020, 2030, 2050, 2051
Every other lot
Restriction on use

5. Identity of restriction fifthly
referred to in above-mentioned
Plan:
Restriction on use

Schedule of lots affected

Lots Burdened
2001-2014 inclusive, 2019; 2021-2029 inclusive
2031-2049 inclusive, 2052-2055 inclusive
Every other lot
Restriction on use

6. Identity of restriction sixthly
referred to in above-mentioned
Plan:
Restriction on use

Schedule of lots affected

Lots Burdened
2001-2053 inclusive
Every other lot
Restriction on use

7. Identity of restriction seventhly
referred to in above-mentioned
Plan:
Restriction on use

Schedule of lots affected

Lots Burdened
2013-2020 incl, 2025, 2030
2043, 2044, 2047-2049 incl
2054
Name of Authority Benefited
Camden Municipal Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT, 1913**

Lengths are in metres

Sheet 3 of 7 Sheets

PART 1 (Cont'd)

Plan: DP 806383

Subdivision of Lots 22-35 inclusive
in DP 803497 and Lots 65-78
inclusive and 80-93 inclusive and
107 in DP 803498

8. Identity of restriction eighthly
referred to in above-mentioned
Plan:
Restriction on use

Schedule of lots affected

Lots Burdened
2027
Name of Authority Benefited
Camden Municipal Council

PART 2

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

2. Terms of restriction on use thirdly referred to in the above-mentioned plan

(a) No building or buildings shall be erected or be permitted to remain erected
on each lot burdened other than with external walls of brick and/or brick
veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre
stone and/or concrete shall not be less than 25% of the total area of the
external walls.

Timber and/or fibre cement shall not be used in external walls except in
conjunction with all or any of the above materials and the proportion shall
not exceed 25% of the total area of the external walls except in the case
of a two storey building where the proportion shall not exceed 40% of the
total area of the external walls.



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

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 3rd January, 1991



3

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT, 1912

Lengths are in metres

Sheet 4 of 7 Sheets

PART 2 (Cont'd)

Plan: DP 806383

Subdivision of Lots 22-35 inclusive
in DP 803497 and Lots 65-78
inclusive and 80-93 inclusive and
107 in DP 803498

- (b) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.
- (c) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibre cement or fibre glass or any other material of a similar nature with a pitch greater than three degrees to the horizontal without the written approval of the Vendor and provided that such material or decking shall not have other than a non-reflective surface.
- (d) No main building shall be erected on the land having a flat roof unless the design thereof be firstly approved by the Vendor and as to what constitutes a flat roof shall be determined by the Vendor and its decision shall be final and binding.
- (e) No fence or dividing wall with the exception of the wall of any courtyard situated forward of the main building alignment as fixed by Camden Municipal Council shall be erected or be permitted to remain along or adjacent to the street frontage of any lot not along or adjacent to any side boundary extending from the front boundary of any main building on the land immediately adjoining and having a common boundary with the said lot. Where the said lot is a corner lot this restriction shall apply to both street frontages.
- (f) No fence of a courtyard situated forward of the main building alignment shall be of any material other than brick, stone or brush wood or any combination thereof save that timber in-fill panels may also be used provided that they are used in conjunction with brick or stone.
- (g) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the Vendor without the consent of the Vendor but such consent shall not be withheld if such fence is erected without expense to the Vendor provided that this Restriction shall remain in force only during such time as the Vendor is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (h) No fence shall be constructed with steel or aluminium sheeting or fibre cement or asbestos cement or fibre glass or any other material of a similar nature.
- (i) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.



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

Lengths are in metres

Sheet 5 of 7 Sheets

PART 2 (Cont'd)

Plan: DP 806383

Subdivision of Lots 22-35 inclusive
in DP 803497 and Lots 65-78
inclusive and 80-93 inclusive and
107 in DP 803498

- (j) No advertisement, hoarding, sign or any other similar structure will 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 a "For Sale" or builder's sign no larger than 1.90 x 1.20. 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) No garage or outbuilding shall be erected or permitted to remain on any lot except until after or concurrently with the erection of any such main building.
- (l) No main building shall be used or occupied for residential purposes on any lot greater than or equal to 1,200 sq metres in area and burdened, until the completion of the construction of garaging or other vehicle accommodation approved in writing by the Vendor for a minimum of two vehicles, or until the expiration of five (5) years from the date of registration of this instrument, whichever is the earlier. A letter executed by the Vendor certifying the completion of garaging or other vehicle accommodation pursuant to this paragraph shall be conclusive evidence of such completion.
- (m) No main building shall be erected or permitted to remain on each lot greater than or equal to 1200 square metres in area and burdened, where any part of such building is erected or to be erected within 10 metres of the street frontage (or where the lot is a corner lot, within 10 metres of the shorter of the street frontages) or within 1.5 metres of any other boundary of the lot.
- (n) No trees standing on each lot burdened shall be lopped, topped, ring barred or removed without the prior consent of Camden Municipal Council.
- (o) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (p) In these restrictions as to user:
- "The Vendor" shall mean Brick Lane Estates Pty. Ltd. its successors nominees or assigns other than purchasers on sale.
- "the Plan" shall mean the plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.
- (q) The person having the right to release vary or modify these restrictions, is the Vendor for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the plan whichever is the later. After this period the person having the right to release vary or modify these restrictions shall be Camden Municipal Council.



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

3rd January, 1991



4

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 83B CONVEYANCING ACT, 1992

Lengths are in metres

Sheet 6 of 7 Sheets

PART 2 (Cont'd)

Plan: DP 806383

Subdivision of Lots 22-35 inclusive
in DP 803497 and Lots 65-78
inclusive and 80-93 inclusive and
107 in DP 803498

3. Terms of restriction on use fourthly referred to in above-mentioned plan

- (a) No main building shall be erected or be permitted to remain erected having a total floor area of less than 186 square metres exclusive of car accommodation, external landings and patios
- (b) The person having the right to release vary or modify these restrictions is Brick Lane Estates Pty. Ltd.

4. Terms of restriction on use fifthly referred to in above-mentioned plan

- (a) No main building shall be erected or be permitted to remain erected having a total floor area of less than 139 square metres exclusive of car accommodation, external landings and patios.
- (b) The person having the right to release vary or modify these restrictions is Brick Lane Estates Pty. Ltd.

5. Terms of restriction on use sixthly referred to in the above-mentioned plan

- (a) No lot shall be subdivided.
- (b) No access/driveway or gutter crossing shall be constructed or permitted to remain on any lot unless it shall first have received the approval of Camden Municipal Council as to both the location of the driveway and gutter crossing and the materials used in construction.
- (c) The person having the right to release vary or modify these restrictions is Camden Municipal Council.

6. Terms of restriction as to use seventhly referred to in the above-mentioned plan

No building shall be erected on filled land unless the requirements of Camden Municipal Council have been complied with.

REGISTERED 19/12/1990

[Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 83B CONVEYANCING ACT, 1992

Lengths are in metres

Sheet 7 of 7 Sheets

PART 2 (Cont'd)

Plan: DP 806383

Subdivision of Lots 22-35 inclusive
in DP 803497 and Lots 65-78
inclusive and 80-93 inclusive and
107 in DP 803498

Terms of restriction as to use eighthly referred to in the above-mentioned plan

The burdened lot shall not be used for residential purposes until such time as the lot is consolidated with the temporary road reserve.

Approved by the Camden Municipal Council

THE COMMON SEAL OF BRICK
LANE ESTATES PTY LIMITED
was hereto affixed in the
presence of:



[Signature]
Council Clerk

[Signature]
Director

[Signature]
Secretary

REGISTERED 19/12/1990

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 3rd January, 1991



SCHEDULE OF SHORT & CURVED BOUNDARIES

NO	BEAR. & DIST.	ARC	RAD.
----	---------------	-----	------

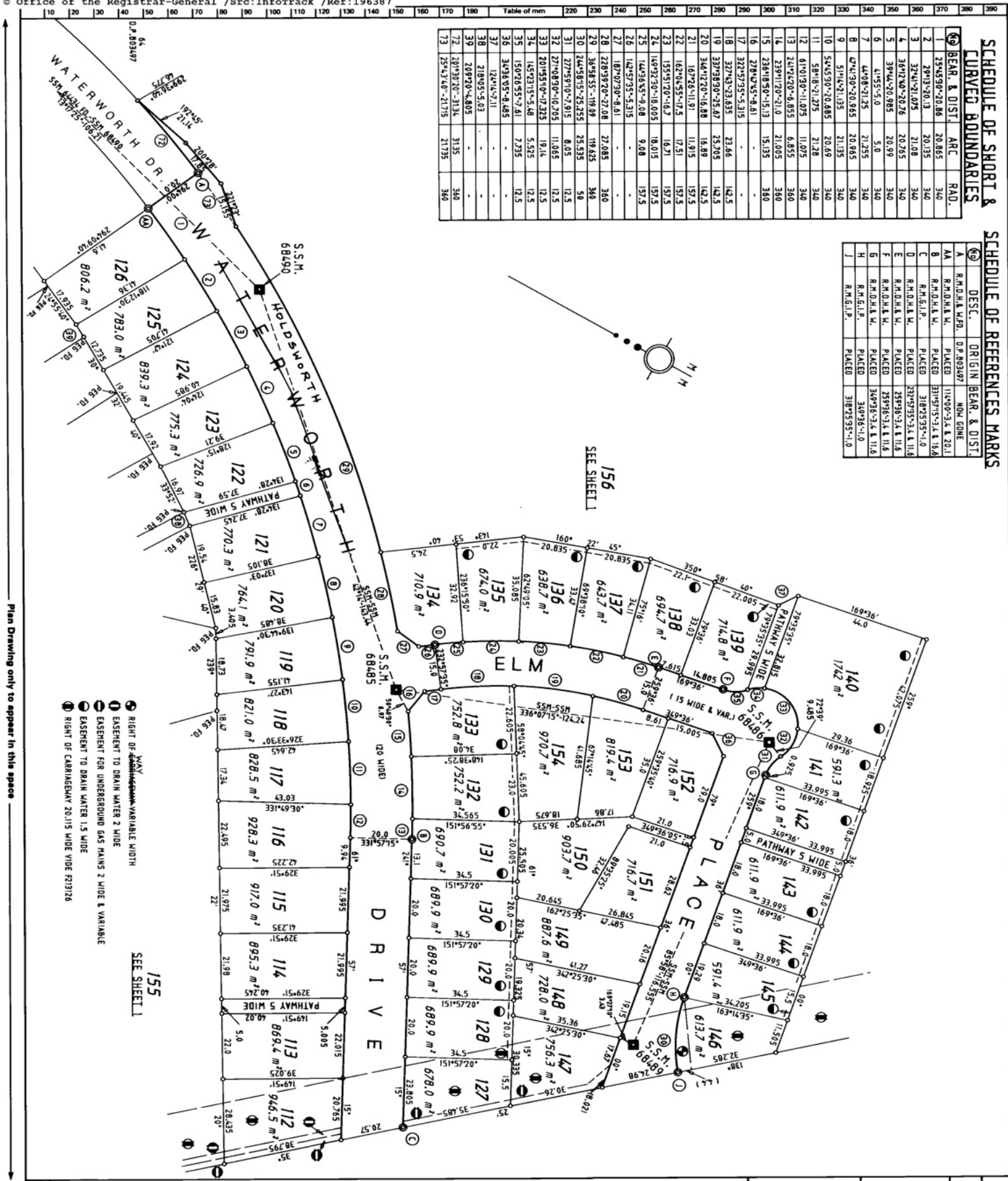
1	25°45'00"-20.86	20.065	340
2	29°18'-20.13	20.135	340
3	32°44'-21.075	21.08	340
4	34°12'-20.76	20.765	340
5	39°44'-20.985	20.99	340
6	41°55'-5.0	5.0	340
7	44°08'-21.25	21.255	340
8	47°19'-20.665	20.665	340
9	51°14'-21.135	21.135	340
10	54°45'-20.485	20.48	340
11	58°18'-21.275	21.28	340
12	61°01'-20.1075	20.1075	340
13	64°24'-20.6855	6.855	360
14	68°11'-20.210	21.005	360
15	72°38'-18.5015	15.135	360
16	77°04'-18.61	-	-
17	81°27'-35.5315	-	-
18	85°52'-23.635	23.66	142.5
19	90°18'-25.67	25.705	142.5
20	94°42'-16.88	16.89	142.5
21	100°15'-11.91	11.915	157.5
22	106°04'-55.175	17.51	157.5
23	111°51'-20.167	16.71	157.5
24	117°32'-18.005	18.015	157.5
25	123°16'-55.9.08	9.08	157.5
26	129°02'-5.315	-	-
27	134°47'-20.8.61	-	-
28	140°39'-20.27.08	27.085	360
29	146°35'-118.89	118.625	360
30	152°28'-15.2535	25.335	50
31	158°19'-10.7.915	8.05	12.5
32	164°08'-30.16.205	16.065	12.5
33	170°01'-10.12.875	19.16	12.5
34	175°51'-5.48	5.225	12.5
35	181°42'-55.7.61	7.735	12.5
36	187°32'-55.8.485	-	-
37	193°22'-11.11	-	-
38	199°15'-5.03	-	-
39	205°10'-4.805	-	-
40	211°02'-20.3136	21.335	360
41	216°53'-40.21715	21.735	360

SCHEDULE OF REFERENCES MARKS

NO	DESC.	ORIGIN	BEAR. & DIST.
A	R.M.O.H.W.P.	D.P. 803497	NOW GONE
AA	R.M.O.H.W.	PLACED	114°00'-3.4 & 20.1
B	R.M.O.H.W.	PLACED	331°47'-3.4 & 16.6
C	R.M.G.P.	PLACED	318°53'-1.0
D	R.M.H.W.	PLACED	232°47'-3.4 & 11.6
E	R.M.O.H.W.	PLACED	359°46'-3.4 & 11.6
F	R.M.O.H.W.	PLACED	359°46'-3.4 & 11.6
G	R.M.H.W.	PLACED	349°38'-3.4 & 11.6
H	R.M.G.P.	PLACED	349°38'-3.4 & 11.6
J	R.M.G.P.	PLACED	318°53'-1.0

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE 715/716/06 E COS 3



DP810905

Registered: 31 22.7.1991

This is sheet 2 of my plan 2

This is sheet 2 of my plan 2

Surveyor registered under Surveyors Act 1929

This is sheet 2 of my plan 2

74 June 1991

David Carr

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: 800

STAGE 4

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

Lengths are in metres

Sheet 1 of 6 Sheets

PART 1

Plan:

DP 810905

DP 810905

Subdivision of Lot 2055
DP 806383 covered by
Council Clerk's Certificate
No ~~18.05.1991~~.... dated

Full name and address of
the Proprietor of the land

Brick Lane Estates Pty Ltd
"Monarch Court",
22 Thomas Street
CHATSWOOD NSW 2067

1. Identity of the easement firstly
referred to in the abovementioned
Plan:

Easement to drain water
1.5 wide

Schedule of Lots affected

Lots Burdened

128
129
130
131
132
133
135
136
137
138
139
145
144
143
142
141
140

Lots Benefited

127
127, 128
127, 128, 129
127, 128, 129, 130
127, 128, 129, 130, 131
127, 128, 129, 130, 131, 132
134
134, 135
134, 135, 136
134, 135, 136, 137
134, 135, 136, 137, 138
146
146, 145
146, 145, 144
146, 145, 144, 143
146, 145, 144, 143, 142
146, 145, 144, 143, 142, 141

2. Identity of easement secondly
referred to in the abovementioned
Plan:

Easement to drain water 2 wide

Schedule of Lots affected

Lots Burdened

155
112

Lots Benefited

2036, 2035 DP 806383 and
Lot 9 DP 801976
155 and Lots 2035 and 2036
DP 806383, Lot 9 DP 801976

REGISTERED



TM 22-7-1991

Handwritten signature

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

Lengths are in metres

Sheet 2 of 6 Sheets

PART 1 (Cont'd)

Plan: DP 810905

Subdivision of Lot 2055
DP 806383 covered by
Council Clerk's Certificate
No 18.9F.1991.... dated

3. Identity of easement thirdly
referred to in the abovementioned
Plan:

Right of way variable width

Schedule of Lots etc, affected

Lots Burdened

146

Name of Authority Benefited

Camden Municipal Council

4. Identity of easement fourthly
referred to in the abovementioned
Plan:

Easement for underground gas
main 2 wide and variable

Schedule of Lots etc, affected

Lots Burdened

112, 127, 147, 155

Name of Authority Benefited

each and every other lot, Lots 2001 - 2054 incl. DP 806383,
Lots 94-106 incl DP 803497, ACL Sydney Limited Lots 1-22 incl DP 801976,
Lots 36-39 incl & Lots 41-64 incl. DP 803497

5. Identity of restriction fifthly
referred to in the abovementioned
Plan:

Restriction on use

Schedule of Lots affected

Lots Burdened

Lots 112 to 154 inclusive except 140

Lots Benefited

Every other lot

6. Identity of restriction sixthly
referred to in the abovementioned
Plan:

Restriction on use

Schedule of Lots affected

Lots Burdened

112 to 154 inclusive except 140

Lots Benefited

Every other lot

REGISTERED



JM 22-7-1991

[Handwritten signature]

DP810905

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

PART 1 (contd.)

Lengths are in metres

Sheet 3 of 6 Sheets

PART 2

Plan:

Subdivision of Lot 2055
DP 806383 covered by
Council Clerk's Certificate
No ~~13 OF 1991~~..... dated

1. Terms of Right-of-Way variable width thirdly referred to in the
abovementioned plan

Right of carriageway to remain in existence over the burdened lot until such time as Camden Municipal Council approved to the easterly extension and construction of Elm Place, after such time the easement will be null and void.

2. Terms of Easement for Underground Gas Mains 2 wide fourthly referred to in
abovementioned plan

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

3. Terms of Restriction on use fifthly referred to in the abovementioned plan

- (a) No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.

Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 25% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 40% of the total area of the external walls.

- (b) No main building shall be erected or be permitted to remain erected on the affected lot having a total floor area less than 186 square metres exclusive of any car accommodation, external landings and patios PROVIDED THAT where the area of the affected lot is less than 1200 square metres and greater than or equal to 900 square metres the minimum permissible total floor area of the main building will be 139 square metres exclusive of any car accommodation, external landings and patios AND PROVIDED FURTHER THAT where the area of the affected lot is less than 900 square metres the minimum permissible total floor area of the main building will be 116 square metres exclusive of any car accommodation, external landings and patios.

REGISTERED



JH 22-7-1991

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

Lengths are in metres

Sheet 4 of 6 Sheets

PART 2 (Cont'd)

Plan: DP 810905

Subdivision of Lot 2055
DP 806383 covered by
Council Clerk's Certificate
No 18.9.1991.... dated

- (c) No main building shall be erected on each lot burdened unless it has an attached garage or carport and such garage or carport shall have a minimum floor area of 15 square metres. For the purpose of this clause the floor area of an attached carport shall be the area of the roof of the carport.
- (d) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibro cement or fibre glass or any other material of a similar nature with a pitch greater than three degrees to the horizontal without the written approval of the Vendor and provided that such material or decking shall not have other than a non-reflective surface.
- (e) No main building shall be erected on the land having a flat roof unless the design thereof be firstly approved by the Vendor and as to what constitutes a flat roof shall be determined by the Vendor and its decision shall be final and binding.
- (f) No fence or dividing wall with the exception of the wall of any courtyard situated forward of the main building alignment as fixed by Camden Municipal Council 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 any main building on the land immediately adjoining and having a common boundary with the said lot. Where the said lot is a corner lot this restriction shall apply to both street frontages.
- (g) No fence of a courtyard situated forward of the main building alignment shall be of any material other than brick, stone or brush wood or any combination thereof save that timber in-fill panels may also be used provided that they are used in conjunction with brick or stone.
- (h) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the Vendor without the consent of the Vendor but such consent shall not be withheld if such fence is erected without expense to the Vendor provided that this Restriction shall remain in force only during such time as the Vendor is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (i) No fence shall be constructed with steel or aluminium sheeting or fibre cement or asbestos cement or fibre glass or any other material of a similar nature.
- (j) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
- (k) No advertisement hoarding sign or sign offering land only for sale or any other similar structure will 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 a builder's sign no larger than 1.90 x 1.20. 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.

REGISTERED  24 22-7-1991



DP810905

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

Lengths are in metres

Sheet 5 of 6 Sheets

PART 2 (Cont'd)

Plan:

Subdivision of Lot 2055
DP 806383 covered by
Council Clerk's Certificate
No 18 OF 1991..... dated

- (l) No garage or outbuilding shall be erected or permitted to remain on any lot except until after or concurrently with the erection of any such main building.
- (m) No main building shall be used or occupied for residential purposes on any lot greater than or equal to 1,200 sq metres in area and burdened, until the completion of the construction of garaging or other vehicle accommodation approved in writing by the Vendor for a minimum of two vehicles, or until the expiration of five (5) years from the date of registration of this instrument, whichever is the earlier. A letter executed by the Vendor certifying the completion of garaging or other vehicle accommodation pursuant to this paragraph shall be conclusive evidence of such completion.
- (n) No main building shall be erected or permitted to remain on each lot greater than or equal to 1200 square metres in area and burdened, where any part of such building is erected or to be erected within 10 metres of the street frontage (or where the lot is a corner lot, within 10 metres of the shorter of the street frontages) or within 1.5 metres of any other boundary of the lot.
- (o) No trees standing on each lot burdened shall be lopped, topped, ring barked or removed without the prior consent of Camden Municipal Council.
- (p) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (q)
 - (i) Not more than one dwelling shall be constructed on any lot burdened;
 - (ii) no building of the nature known as semi-detached, or duplex shall be constructed on any lot burdened, and
 - (iii) no building on any lot burdened shall be altered in such a way as to create a further dwelling on the lot,

in any of the above cases, without the consent in writing of Brick Lane Estates Pty Limited. For the purposes of this paragraph "dwelling" includes any building or part of a building designed for or suitable for separate self contained occupancy.

- (r) In these restrictions as to user:

"The Vendor" shall mean Brick Lane Estates Pty Ltd its successors nominees or assigns other than purchasers on sale.

"The Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.
- (s) The person having the right to release vary or modify these restrictions is the Vendor for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the plan whichever is the later. After this period the person having the right to release vary or modify these restrictions shall be Camden Municipal Council.

REGISTERED



JM 22-7-1991

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

Lengths are in metres

PART 2 (Cont'd)

Sheet 6 of 6 Sheets

Plan: DP 810905

Subdivision of Lot 2055
DP 806383 covered by
Council Clerk's Certificate
No 13.9F.1991..... dated

4. Terms of Restriction on use sixthly referred to in abovementioned plan

- (a) No lot shall be subdivided.
- (b) No access/driveway or gutter crossing shall be constructed or permitted to remain on any lot unless it shall first have received the approval of Camden Municipal Council as to both the location of the driveway and gutter crossing and materials used in construction.
- (c) The person having the right to release vary or modify these restrictions is Camden Municipal Council.

Approved by the Camden Municipal Council

THE COMMON SEAL OF BRICK LANE ESTATES PTY LTD
was hereunto affixed by resolution
of the Directors in the presence of: |



.....
Council Clerk

.....
Director

.....
Secretary

FIRST NATIONAL FINANCE LIMITED
by its Attorney

JAMES PANTEL

who states that he has not received
any notice or information whatsoever
of the revocation of the Power of
Attorney registered in the Office of
the Registrar General Book 3822
No. 825 under authority of which he
executes this dealing.

Signed in my presence by the
Attorney for the mortgagee who is
personally known to me.

WITNESS:

REGISTERED



22-7-1991

No. **L332335**

L88343

25 PM 1 20

brod \$2.00
mk rd 8/10
RP.13
FEES:-



STAMP DUTY
DUTY STAMPED

New South Wales



Lodgment
Endorsement

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

I, WILTON INVESTMENTS PTY. LIMITED

(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 **SEVEN THOUSAND DOLLARS** being the same consideration referred to in the conveyance between the transferor and transferee on the same/ (\$7,000.00) (the receipt whereof is hereby acknowledged) paid to it by

CLINTONS NATTAI COLLIERIES PTY. LIMITED

do hereby transfer to

CLINTONS NATTAI COLLIERIES PTY. LIMITED

1 Castlereagh Street, Sydney

(herein called transferee)*

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

County	Parish	Reference to Title			Description of Land (if part only)*
		Whole or Part	Vol.	Fol.	
Cumberland	Narellan	Part	6526	135	Being Lot 3 in Deposited Plan No. 234374
Now being the whole of the land in Certificate of Title Volume 10815 Folio 13.					

The transferor reserves to itself its successors and assigns full and free right and liberty for the transferor its servants agents and all other persons authorised by it to act on its behalf from time to time and at all times hereafter at its will and pleasure to pass and repass with or without horses vehicles plant and equipment of all kinds over and along the land for all purposes whatsoever but so as not to interfere with or hamper the transferee in the ordinary conduct of its business. The land to which the benefit of this right of way is appurtenant is the whole of the land in Certificate of Title Volume 10928 Folio 135 being Lot 4 in Deposited Plan No. 234374

ENCUMBRANCES & REFERRED TO
Easement for access See Resumption Government Gazette 24th June, 1966.
Subject to the exception of reservation of all mines etc., contained in Instrument of Transfer No. F424833.

Subject to Notice of Resumption No. J476016
Easement for transmission line See Resumption Government Gazette 24th June 1966

Signed at the 23rd day of May 1968
THE COMMON SEAL OF WILTON INVESTMENTS PTY. LIMITED was hereunto affixed in the presence of:



[Signature]
Director.

Signed *[Signature]* Secretary.

THE COMMON SEAL OF CLINTONS NATTAI COLLIERIES PTY. LIMITED was hereunto affixed in the presence of:
[Signature] Secretary

Accepted, and I hereby certify this Transfer to be valid for all purposes of the Real Property Act.
[Signature]
CLINTONS NATTAI COLLIERIES PTY. LIMITED
Common Seal
DIRECTOR
Transferee(s)

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not be written in any margin. Handwriting should be clear and legible and in permanent black ink.

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

b Strike out the name of the person who furnished the consideration notified.

c Show in BLOCK LETTERS the full name, postal address and description of the persons taking.

d If more than one person is taking state whether they hold as joint tenants or tenants in common.

The description may refer to the defined residue of the land in a certificate or grant (e.g. "and being residue after Transfer No. ...") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being lot sec. D.P. ..."). Unless authorised by Reg. 53 of the Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

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 Deputy Registrar General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the transfer 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, Section 168 of the Conveyancing Act, 1919, and Section 52A of the Evidence Act, 1958.

b 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."

* 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 117 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, 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.

No.

~~L-88343~~
L332335

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

Lodged by

ALLEN, ALLEN & HENSLLEY
SOLICITORS
55 HUNTER STREET
SYDNEY — 2 0315

Address:

Phone No.:

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.

1 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 under-signed 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—

2 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

3 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
	<i>Register with Reg. 40 of 1949</i>	To be filled in by person lodging dealing
Checked by	Particulars entered in Register Book,	1. <i>CA</i>
<i>BC</i>	12.2.1969	2. <i>[Signature]</i>
Passed (in S.D.B.) by	at 10.00m.	3. <i>[Signature]</i>
<i>SB</i>		4. <i>[Signature]</i>
Signed by	<i>[Signature]</i> Registrar General	5. <i>[Signature]</i>
		6. <i>[Signature]</i>
		7. <i>[Signature]</i>

PROCESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
VOL.	FOL.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE

EXTRA FEES L-332335
19-2-69
H.B.3/24

This is Annexure to Memorandum of Transfer No L332335
dated 23rd May 1968

The Transferor reserves to itself its successors and assigns and to the owner of the dominant tenement full and free right and liberty for the Transferor its servants agents and all other persons authorised by it to act on its behalf from time to time and at all times hereafter at its will and pleasure to pass and repass with or without horses, vehicles, plant and equipment of all kinds over and along the land for all purposes whatsoever but so as not unduly to interfere with or hamper the Transferee in the ordinary conduct of its business. The land to which the benefit of this right of way is appurtenant is the whole of Certificate of Title Volume 10928 Folio 65 formerly comprised in Lots 1 and 4 in Deposited Plan No. 234374.

THE COMMON SEAL of WILTON)
INVESTMENTS PTY. LIMITED)

was hereunto affixed in the
presence of:

[Signature]) *Lawrence*
Secretary) *Director*



THE COMMON SEAL of CLINTONS)
NATTAI COLLIERIES PTY.)

LIMITED was hereunto
affixed in the presence of:

[Signature] *Secretary*

[Signature]
DIRECTOR



NOTE: INITIAL ALTERATION TO
FIRST PAGE.

B



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

APPLICANT: Steele & Co Solicitors Donna Hope
PO Box 1504
BATHURST 2795

Certificate number: 20235979
Reference number: 1382748
Certificate issue date: 21/10/2025
Certificate fee: \$71.00
Applicant's reference: 196387
Property number: 109176
Applicant's email: info@steeleandco.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 2002 DP: 806383
Address: **80 Plane Tree Drive NARELLAN VALE NSW 2567**

BACKGROUND INFORMATION

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



1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

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

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

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

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

(4) In this section—

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

STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

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

LOCAL ENVIRONMENTAL PLANS (LEPs)

Camden Local Environmental Plan 2010.



DEVELOPMENT CONTROL PLANS (DCPs)

Camden Development Control Plan 2019, as amended

PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

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

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – improving planning processes to deliver infrastructure faster

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

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

PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)

No.

DRAFT DEVELOPMENT CONTROL PLANS (DCPs)

No.

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

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

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

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

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

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



(iii) Prohibited

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

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

No.

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

No.

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

No.

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

No.

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

No.

3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023



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

(a) the name of the region

Greater Sydney Region

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

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

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

No.

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

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

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

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

4 COMPLYING DEVELOPMENT

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

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

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

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

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

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

HOUSING CODE

Complying development MAY be carried out on the land



RURAL HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

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

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

PATTERN BOOK DEVELOPMENT CODE

Complying development MAY be carried out on the land

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS BUILDINGS CODE



Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISIONS CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land

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

5 EXEMPT DEVELOPMENT

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



GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

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

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

7 LAND RESERVED FOR ACQUISITION

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

No.

8 ROAD WIDENING AND ROAD REALIGNMENT

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

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



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

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

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

No response required

- (3) In this section—

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

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

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

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

- (2) In this section—

adopted policy means a policy adopted—

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

LAND SLIP

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

BUSH FIRE



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

TIDAL INUNDATION

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

SUBSIDENCE

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

ACID SULFATE SOILS

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

CONTAMINATION

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

AIRCRAFT NOISE

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

SALINITY

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

COASTAL HAZARDS

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

SEA LEVEL RISE



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

11 BUSH FIRE PRONE LAND

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

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

No.

12 LOOSE-FILL ASBESTOS INSULATION

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

No.

13 MINE SUBSIDENCE

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

No.

14 PAPER SUBDIVISION INFORMATION

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

- (a) applies to the land, or
- (b) is proposed to be subject to a ballot.

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

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

Not Applicable

15 PROPERTY VEGETATION PLANS

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



No.

16 BIODIVERSITY STEWARDSHIP SITES

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

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

No.

17 BIODIVERSITY CERTIFIED LAND

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

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

No.

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

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

Not Applicable.

20 WESTERN SYDNEY AEROTROPOLIS

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

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

No.

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

No.



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

No.

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

No.

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

No.

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

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

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

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

No.

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

No.

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

No.

(4) In this section—



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

23 WATER OR SEWERAGE SERVICES

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

Not applicable.

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

24 SPECIAL ENTERTAINMENT PRECINCTS

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

Not applicable

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

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

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

No.

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

No.

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

No.

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

No.



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

No.

DISCLAIMER AND CAUTION

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

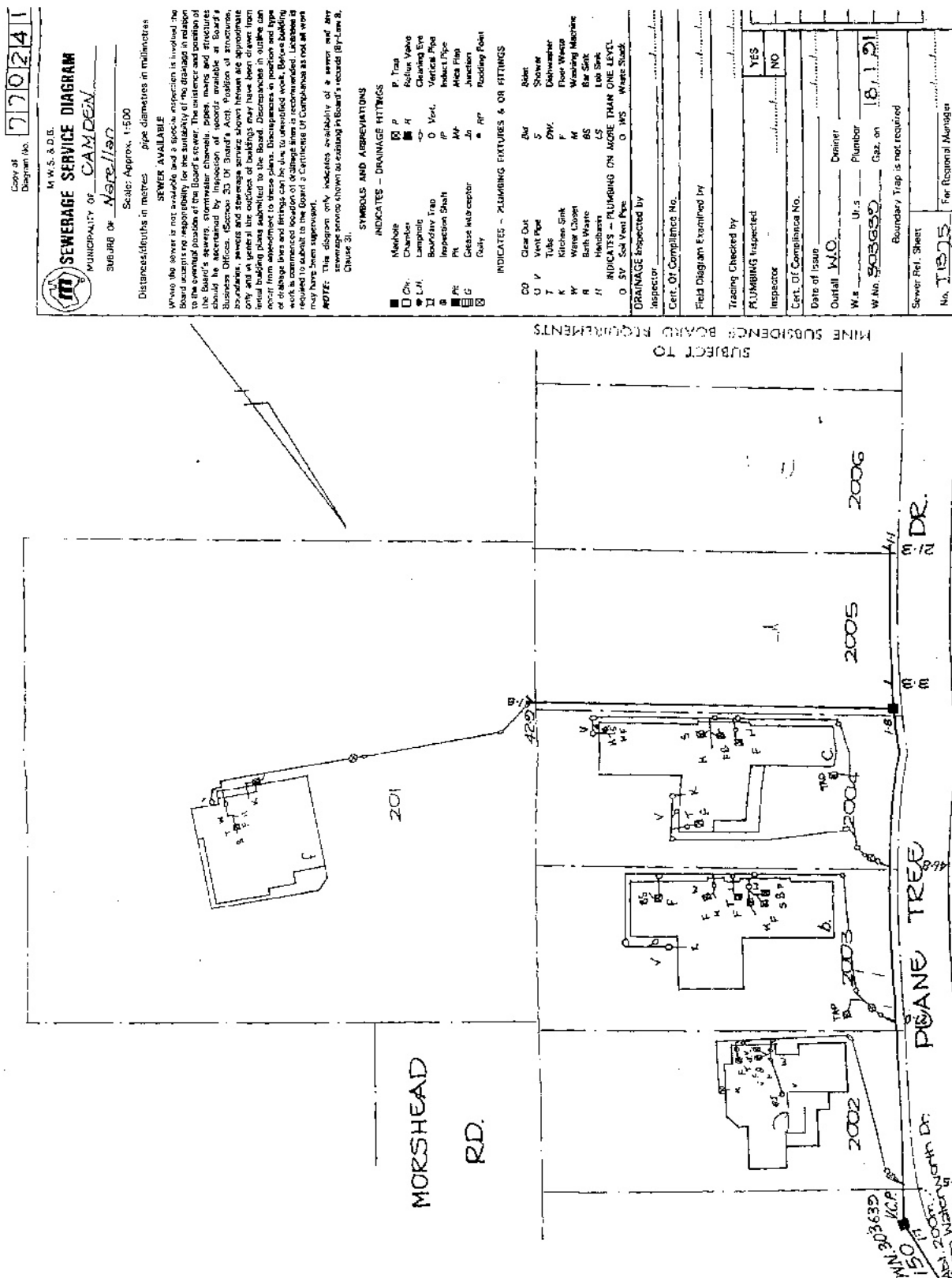
The information contained in this certificate is accurate as at the date of this certificate.

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

Andrew Carfield
General Manager

Sewer Service Diagram

Application Number: 8004743689



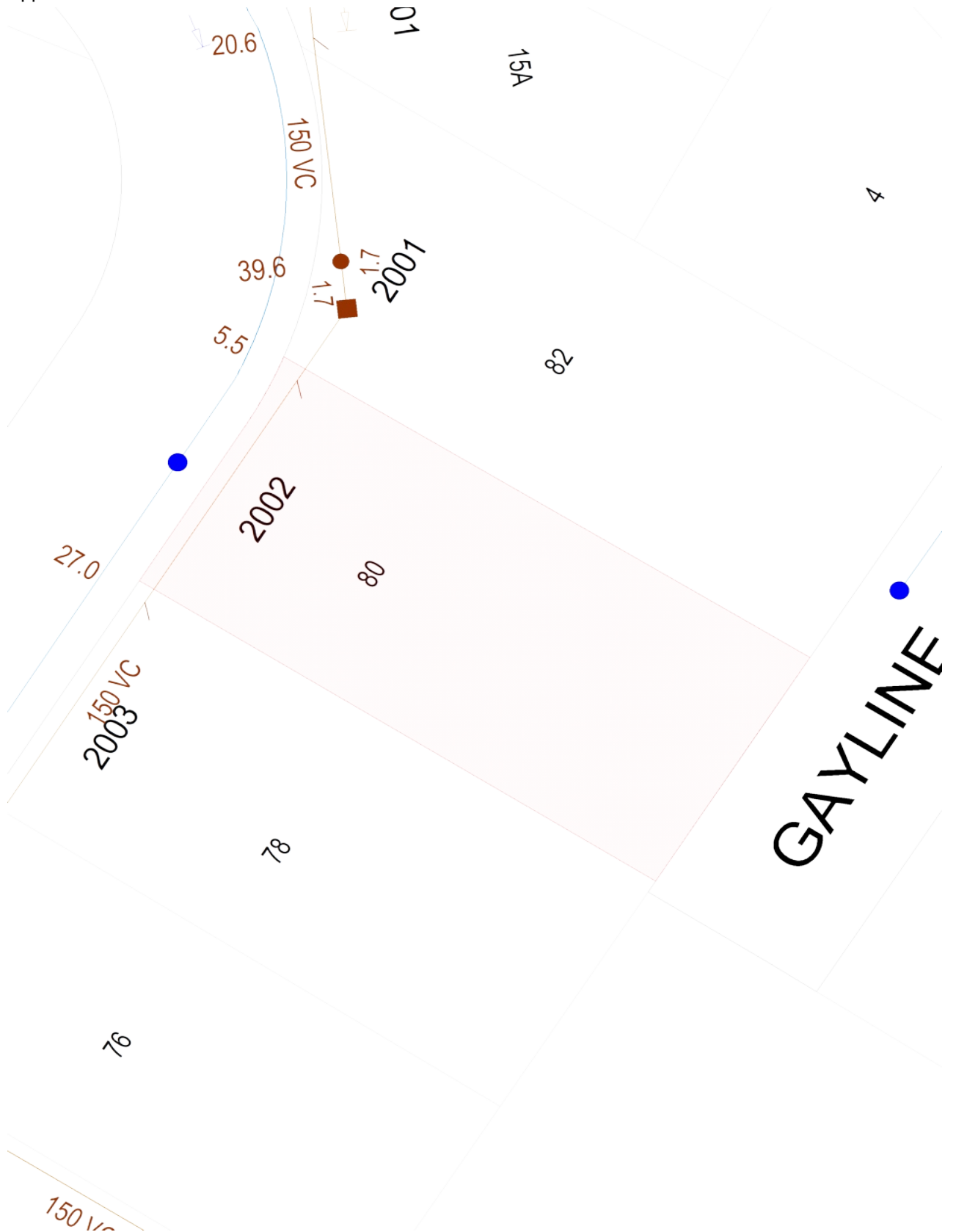
Document generated at 22-10-2025 11:50:09 AM

Disclaimer

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

Service Location Print

Application Number: 8004743697



Document generated at 22-10-2025 11:50:05 AM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber			
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**.