

# Contract for the sale and purchase of land 2022 edition

**TERM**  
vendor's agent

**MEANING OF TERM**  
Simon Property Co  
Shop G2n, 351 Oran Park Dr, Oran Park, NSW  
2570

**NSW DAN:**  
**phone:** 02 4602 2000  
**email:** info@simonpropertyco.au

**co-agent**

**vendor** Benjamin Neil Swain and Elizabeth Jane Swain  
4 Sand Hill Rise, Cobbitty, NSW 2570

**vendor's solicitor** Westside Conveyancing (NSW)  
PO BOX 102, Penrith NSW 2751

**phone:** 0422 833 574  
**email:** paula@westsideconveyancing.com.au  
**ref:** 25/1461

**date for completion** 12 weeks after the contract date  
**land (address, plan details and title reference)** 4 SAND HILL RISE COBBITTY NSW 2570  
LOT 618 DEPOSITED PLAN 1231304  
Folio Identifier 618/1231304

(clause 15)

**improvements** ☒ VACANT POSSESSION ☐ subject to existing tenancies  
☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space  
☐ none ☐ other:

**attached copies** ☐ documents in the List of Documents as marked or as numbered:  
☐ other documents:

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

**inclusions** ☒ air conditioning ☒ clothes line ☒ fixed floor coverings ☒ range hood  
☒ blinds ☒ curtains ☒ insect screens ☐ solar panels  
☒ built-in wardrobes ☒ dishwasher ☒ light fittings ☒ stove  
☒ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna  
☒ other: TV Brackets

**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."

<b>VENDOR</b>	<b>PURCHASER</b>
Signed by  _____ Vendor  _____ Vendor	Signed by  _____ Purchaser  _____ Purchaser
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
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 Lodgment Network (ELN)** (clause 4)**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 farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*  
(GST residential withholding payment)☐ NO ☐ yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

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



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

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

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

- 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.

4 SAND HILL RISE COBBITTY NSW 2570

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## **1. Conditions of sale of land by auction**

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- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
- (b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- (d) The highest bidder is the purchaser, subject to any reserve price.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- (g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (h) A bid cannot be made or accepted after the fall of the hammer.
- (i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

- (j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
- (k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.
- (l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

- (m) More than one vendor bid may be made to purchase the interest of a co-owner.
  - (n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
  - (o) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
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- (p) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
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## REQUISITIONS ON TITLE

Dated:

**Vendor:** Benjamin Neil Swain and Elizabeth Jane Swain

**Purchaser:**

**Property:** 4 Sand Hill Rise, Cobbitty NSW 2570

Is the vendor aware of any of the following matters which may affect the property other than as disclosed in the Contract?

### 1. Title

- (a) Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession/existing tenancy?
- (b) Are there any encroachments, easements or covenants affecting the property not disclosed on the title or survey report, if any, attached to the Contract?
- (c) Are there any proceedings pending or concluded that could result in the recording of any writ on the title of the property or in the General Register of Deeds? If so, details to be provided within a reasonable period prior to completion.

### 2. Survey and Building

- (a) Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion.
- (b) Has the vendor a building certificate which relates to all current buildings or structures? If so, please provide a copy prior to completion.
- (c) Has the vendor a final occupation certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, please provide a copy prior to completion.
- (d) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (e) In relation to any building works carried out in the last 7 years please provide details of the builder and any insurance policy under the Home Building Act 1989.
- (f) If a swimming pool is included in the sale does it comply with Swimming Pools regulations?

### 3. Completion

- (a) Vacant possession of the property must be given on completion unless the Contract provides otherwise.
- (b) If the property is tenanted subject to the Residential Tenancies Act 1987 then the vendor must provide details of any bond together with the Rental Bond Board's reference number prior to completion and hand over the appropriate transfer documentation duly signed by the vendor together with a notice of attornment prior to or at completion.
- (c) All outgoings referred to in standard clause 14.1 of the Contract must be paid up to and including the date of completion.
- (d) On or before completion, any mortgage or caveat or writ registered on title must be withdrawn or removed.
- (e) If the vendor is in possession of the title deed, please provide the Certificate Authentication Code prior to completion.

## **ADDITIONAL CLAUSES ANNEXED TO CONTRACT FOR SALE**

**VENDOR:** Benjamin Neil Swain and Elizabeth Jane Swain

**PURCHASER:**

**PROPERTY:** 4 Sand Hill Rise, Cobbitty NSW 2570

### **32. Amendments to printed form**

This Contract is amended as follows: -

- 32.1. In clause 5.2.1 delete the words "general question about the property or title" and replace with "question about the title".
- 32.2. Clause 6.1 is amended as follows: "The purchaser can (but only before completion), claim compensation for an error or mis-description in this Contract as to the title of the property as long as the claim does not exceed 1% of the sale price".
- 32.3. Delete Clause 7.1.1
- 32.4. Clause 8.1.1 is amended by the deletion of the words "on reasonable grounds"
- 32.5. Clause 23.13 is amended by the deletion of the words "at least 7 days before the completion date"
- 32.6. Delete Clause 23.14.

### **33. Conflict**

If there is a conflict between these Additional Clauses and the printed provisions of sale, these Additional Clauses prevail.

### **34. Notice to Complete**

- 34.1. If a party is entitled to serve a Notice to Complete, 14 days is a reasonable period to allow for completion in that notice.
- 34.2. If a party serves a Notice to Complete that party will be at liberty at any time to withdraw that Notice without prejudice to its continuing rights to serve a further Notice to Complete.
- 34.3. If this Contract is terminated by the vendor pursuant to a Notice to Complete then the vendor shall, notwithstanding any other provisions of this Contract, be entitled to receive the deposit together with all accrued interest to the date Contracts are terminated.

### **35. Interest on Default**

- 35.1. If this Contract is not completed by the completion date for any reason not solely attributable to the vendor, the purchaser will, on completion of this Contract or termination by the vendor, pay to the vendor together with the balance of the purchase price, interest calculated at the rate of 8% per annum on the balance of the purchase price, such interest to be computed from the completion date specified in this Contract until the actual date of completion or to the date of termination if the Contract is not completed (such period to include the completion date but not the date of completion) provided however that should completion of this Contract be delayed by reason of the vendor's delay or default then interest will not be charged for the period during which completion is so delayed.
- 35.2. Without prejudice to any other rights of the vendor, arising from the purchaser's default, the interest shall form part of the price payable on completion and must be paid as an essential term of this Contract. The vendor is not obliged to complete this Contract until all interest payable under this clause is paid by the purchaser.
- 35.3. The obligation to pay interest imposed by this clause shall in no way derogate from the making of time of the essence as set out in this Contract.

**36. Contract is entire agreement**

- 36.1. This Contract constitutes the entire agreement for the sale of the property between the vendor and the purchaser.
- 36.2. The purchaser acknowledges that in entering into this Contract the purchaser has not relied on any conduct, statement, representation, or warranty performed, made, or given by or on behalf of the vendor other than: -
- (a) those set out in this Contract; and
  - (b) those implied by Section 52A of the Conveyancing Act 1919.

**37. Acknowledgements by purchaser**

- 37.1. The purchaser acknowledges that: -
- (a) it has satisfied itself as to the nature, quality, condition and state of repair of the property and accepts the property and inclusions in their present condition and state of repair and subject to any defects whether latent or patent (except latent defects in title) and any dilapidation, want of repair, contamination or infestation including by borers, white ants or otherwise;
  - (b) it has satisfied itself as to the purposes for which the property may be lawfully used and that the vendor, nor anyone on behalf of the vendor, has given no warranty as to the use to which the property may be put or any part of the plant, equipment or improvements thereon or for any financial return; or
  - (c) it enters into this Contract with full knowledge of and subject to any prohibition or restriction on the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order or otherwise, discoverable by search of public records or the obtaining of publically available certificates or enquiries; and
  - (d) completion of this Contract will not be conditional or dependent upon the purchaser obtaining, or the vendor providing, any evidence of the matters set out in this clause.
- 37.2. The purchaser is not entitled to make any claim or requisition, delay completion or rescind or terminate in respect of: -
- (a) any matter referred to in Clause 37.1;
  - (b) any infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this Contract and the completion date;
  - (c) the fact that there is not any easement or other right in respect of a service to the property;  
or
  - (d) any matter disclosed in the documents attached to this Contract.

**38. Consequence of death etc. of a party**

Should the purchaser (or any one of them if there be more than one purchaser) prior to completion: -

- (a) die or become mentally ill then the vendor may rescind this Contract upon the terms of Clause 19.
- (b) Become bankrupt or being a company resolve to go into liquidation or have a petition for the winding up of the purchaser presented or enter into any scheme of arrangement with its creditors or if any liquidator, administrator, receiver or official manager be appointed in respect of the purchaser then the vendor may terminate the Contract after receiving written notification that the purchaser is bankrupt or being a company has resolved to go into liquidation upon the terms of Clause 9.

**39. Certain statutory rights not excluded**

This Contract shall be read subject to any rights granted to the purchaser pursuant to Section 52A of the Conveyancing Act 1919 and the Regulations thereunder. If any or part of a clause of this Contract purports to or has the effect of excluding, modifying or restricting the operation of Section 52A of the Conveyancing Act 1919 or the Conveyancing (Sale of Land) Regulation 2010 then this Contract shall be read and construed as if that clause or part of a clause is severed from this Contract and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provisions of this Contract.

**40. Real estate agent**

The purchaser warrants that it has not been introduced to the property or to the vendor by any person or corporation who is entitled to claims monies from the vendor on account of such introduction or on account of the sale by the vendor to the purchaser other than the agent nominated herein and the purchaser agrees to indemnify and keep indemnified the vendor against any damages including legal costs which may be occasioned to the vendor by virtue of the purchaser's breach of this warranty and it is further agreed that this provision shall not merge upon completion of this Contract.

**41. Deposit**

The purchaser agrees that if a deposit less than 10% is paid on exchange, the vendor is entitled to all the interest earned on the investment of the deposit.

**42. Release of Deposit**

In the event that the vendor requires the deposit as deposit on a further purchaser of real estate by the vendor or else for the purpose of paying stamp duty in respect of such further purchase, the parties agree to release the deposit or so much of it as may be so required prior to completion hereof.

Production by the vendor of a photocopy of this Agreement shall be sufficient authority for release of funds by the stakeholders herein.

**43. Survey report**

- 43.1. The purchaser acknowledges that the vendor does not have a survey report and the purchaser has had the opportunity to satisfy itself regarding survey matters prior to the date of this Contract.

**44. Certificates regarding building**

- 44.1. In this clause: -

(a) "Certificate" means any building certificate or Part 4A certificates issued under Section 149A or Part 4A respectively of the Environmental Planning and Assessment Act 1979 in relation to the property.

(b) "Council" means Camden Council.

- 44.2. The purchaser is aware of the state of repair of any building on the land.

- 44.3. The purchaser is not entitled to require the vendor to apply for or do anything to obtain a Certificate or comply with the requirements of Council for the issue of a Certificate and completion of this Contract is not conditional on the vendor or the purchaser obtaining a Certificate.

- 44.4. The purchaser shall be solely responsible for carrying out and paying the cost of any work required by Council arising from an application by the purchaser for the issue of a Certificate.

- 44.5. The purchaser is not entitled to make any claim, objection or requisition or delay completion or rescind or terminate in respect of any matter or thing referred to in or arising from this clause.

**45. Obligations**

The vendor and the purchaser expressly acknowledge and agree that to the extent that any of the provisions of this Contract are capable of being given effect to after completion, such provisions and the respective rights and obligations of the parties will continue in full force and effect subject only to any relevant law.

**46. Completion**

The vendor can bring settlement forward with 14 days notice to the purchaser. Settlement will not occur any earlier than 42 days from the date of the Contract.

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

Although a full 10% deposit is payable by the purchaser, If the vendor has agreed to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange. The balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms of this contract.

**48. Vendor remain in possession after completion**

The parties hereby agree that the vendor is to remain in possession of the property from the date of completion on a week-to-week arrangement paying fair market rent for the property. The vendor will notify the Purchaser two (2) weeks prior to the completion date if this is required.



## GUARANTEE

1. This clause applies if the purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This clause is an essential term of this Contract.
2. The word "Guarantor" means the directors of the purchaser as at the date of this Contract.
3. If the Guarantor has not signed this clause, the vendor may terminate this Contract by signing a notice, but only within fourteen days after the Contract date.
4. In consideration of the vendor entering into this Contract, at the Guarantor's request, the Guarantor guarantees to the vendor: -
  - (a) payment of all money payable by the purchaser under this Contract; and
  - (b) the performance of all of the purchaser's other obligations under this Contract.
5. The Guarantor: -
  - (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense, or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this Contract; and
  - (b) must pay on demand any money due to the vendor under this indemnity.
6. The Guarantor is jointly and separately liable with the purchaser to the vendor for: -
  - (a) the performance by the purchaser of its obligations under this Contract; and
  - (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract or the termination of this contract by the vendor.
7. The Guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
8. If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
9. The Guarantor's obligations under this clause are not released, discharged, or otherwise affected by: -
  - (a) the granting of any time, waiver, covenant not to sue or other indulgence;
  - (b) the release or discharge of any person;
  - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor, or any other person;
  - (d) any moratorium or other suspension of the right, power, authority, discretion, or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
  - (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided, or unenforceable; or
  - (f) the winding up of the purchaser.
10. This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.

11. This clause operates as a Deed between the vendor and the Guarantor.

**EXECUTED** as a Deed.

**SIGNED SEALED & DELIVERED** by

in the presence of:

.....  
Signature of Witness

.....  
Signature

.....  
Name of Witness

**SIGNED SEALED & DELIVERED** by

in the presence of:

.....  
Signature of Witness

.....  
Signature

.....  
Name of Witness



FOLIO: 618/1231304

SEARCH DATE	TIME	EDITION NO	DATE
2/6/2025	10:11 AM	4	2/12/2024

LAND

LOT 618 IN DEPOSITED PLAN 1231304  
AT COBBITTY  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF COOK COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1231304

FIRST SCHEDULE

BENJAMIN NEIL SWAIN  
ELIZABETH JANE SWAIN  
AS JOINT TENANTS

(T AU634632)

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1162239 RESTRICTION(S) ON THE USE OF LAND  
AG434622 VARIATION OF RESTRICTION DP1162239
- 3 DP1193911 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (16) IN THE S.88B INSTRUMENT
- 4 DP1231304 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 5 DP1231304 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1231304 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1231304 EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 METRE(S)  
WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE  
TITLE DIAGRAM
- 8 DP1231304 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE  
S.88B INSTRUMENT
- 9 DP1231304 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (10) IN THE S.88B INSTRUMENT
- 10 DP1231304 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (13) IN THE S.88B INSTRUMENT
- 11 AU634633 MORTGAGE TO WESTPAC BANKING CORPORATION

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: 618/1231304

PAGE 2

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

25/1461...

PRINTED ON 2/6/2025

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 95B(2) of the Real Property Act 1900.



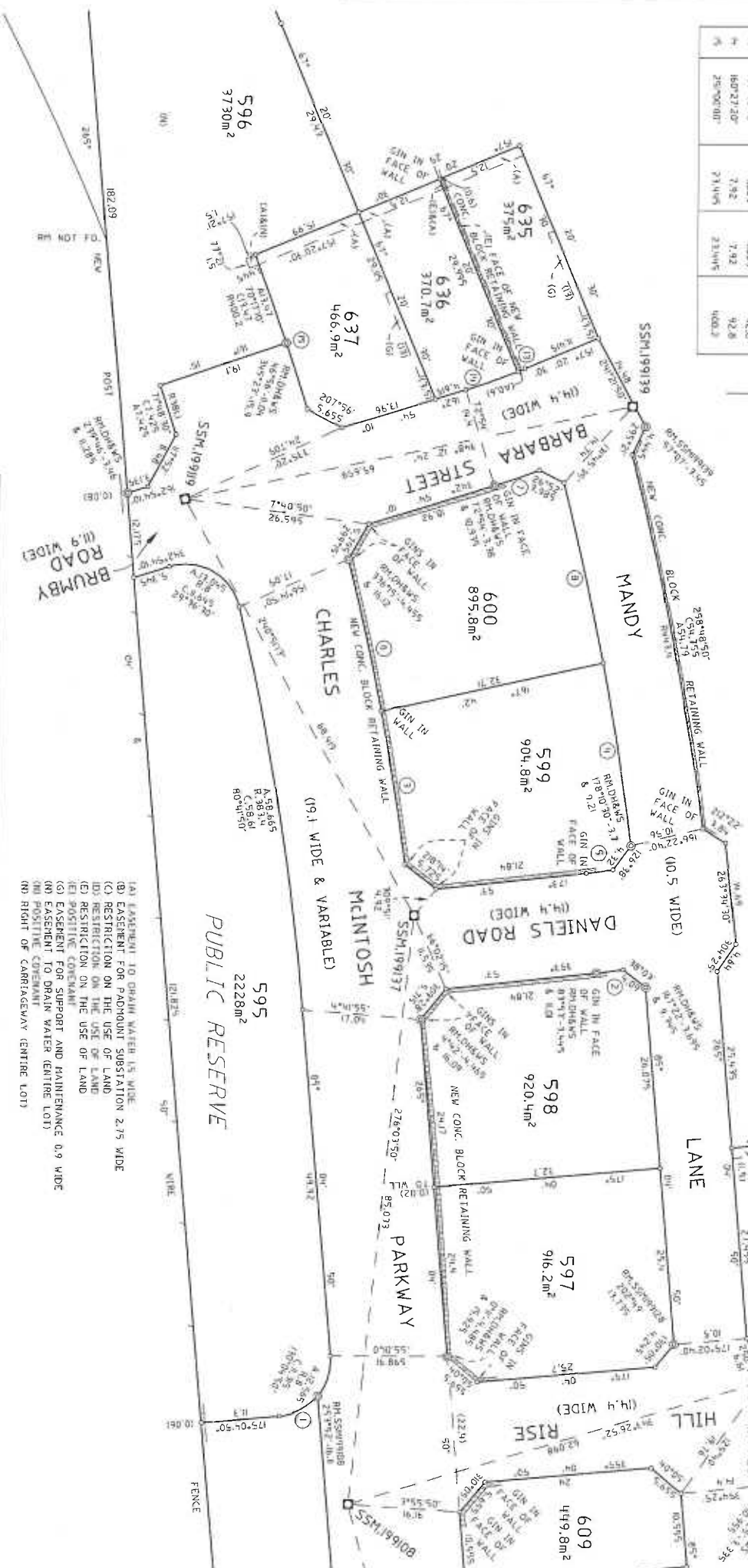
SCHEDULE of CURVED BOUNDARIES

Line	Bearing	Chord	Area	Radius
1	112°21'40"	6.10	3.875	107.2
2	75°20'50"	22.3	22.305	400.2
3	266°40'00"	22.3	22.305	400.2
4	107°44'30"	26.515	432.9	92.8
5	172°40'10"	3.005	3.005	107.2
6	257°29'10"	22.395	22.395	400.2
7	74°04'30"	4.971	4.971	107.2
8	74°04'30"	26.515	26.515	92.8
9	74°04'30"	26.515	26.515	92.8
10	337°20'10"	0.595	0.595	107.2
11	175°40'40"	8.29	8.29	92.8
12	168°40'10"	16.515	16.515	92.8
13	157°40'40"	1.005	1.005	92.8
14	167°27'20"	7.92	7.92	92.8
15	257°06'10"	21.495	21.495	400.2

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM1006	SSM1028	-1.275	RTR 6455
SSM1028	SSM10912B	-4.850	RTR 6455
SSM10912B	SSM109127	-5.645	RTR 6455
SSM109127	SSM1028	-2.200	RTR 6455

592  
9.373ha

MARK	VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM1006	92.844	LB	L2	SCMS ADJUSTED	FOUND
SSM1028	85.933	LB	L2	FROM SCMS DATUM VALIDATION	FOUND
SSM109127	90.054	LC	N/A		PLACED
SSM109128	81.899	LC	N/A		PLACED



PUBLIC RESERVE

- (A) EASEMENT TO DRAIN WATER 15 WIDE
- (B) EASEMENT FOR PADPOINT SUBSTATION 2.75 WIDE
- (C) RESTRICTION ON THE USE OF LAND
- (D) RESTRICTION ON THE USE OF LAND
- (E) RESTRICTION ON THE USE OF LAND
- (F) POSITIVE COVENANT
- (G) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE
- (H) EASEMENT TO DRAIN WATER CENTRE LOT1
- (I) POSITIVE COVENANT
- (J) RIGHT OF CARRIAGEWAY (ENTIRE LOT1)

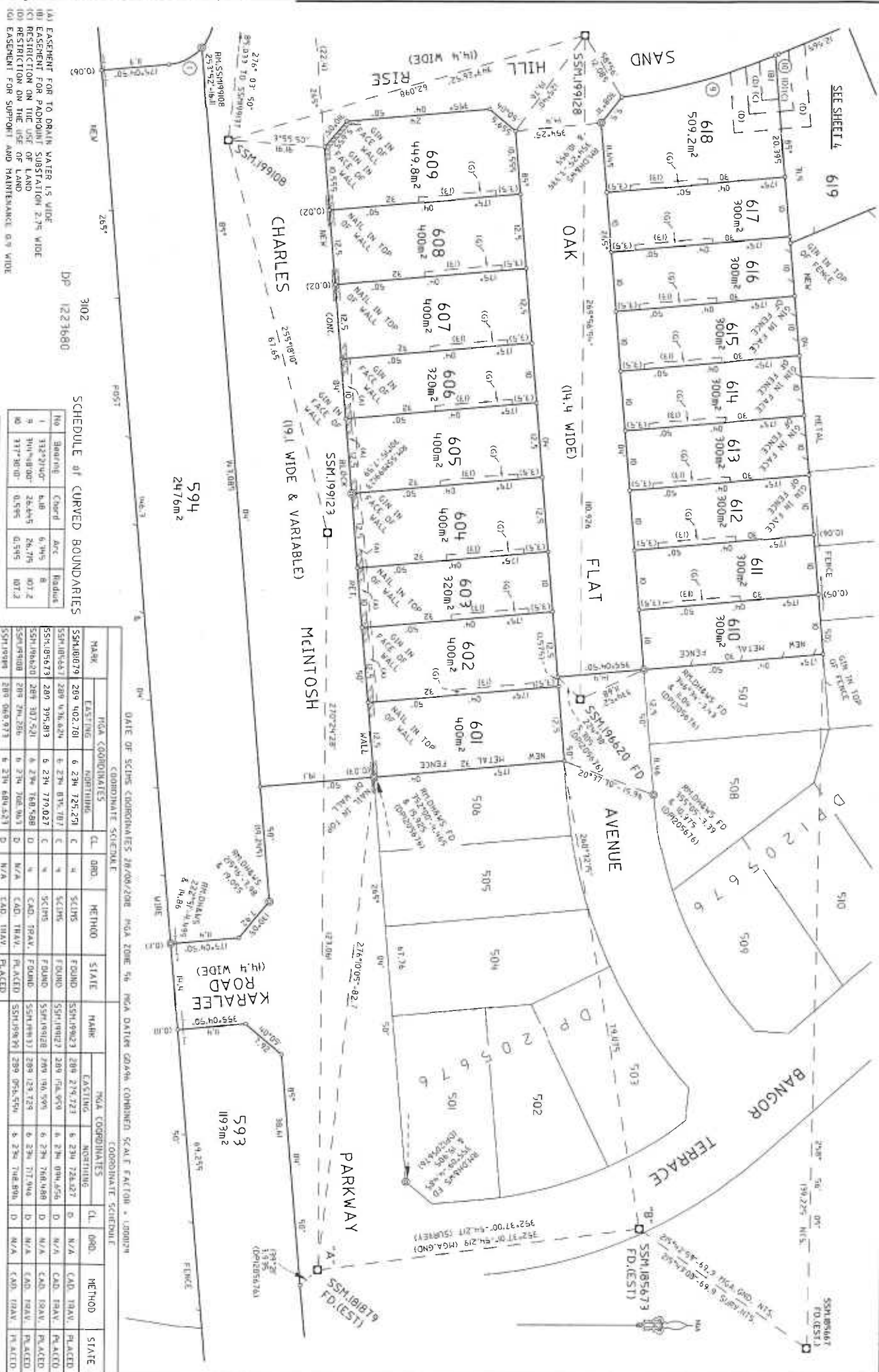
SURVEYOR  
Name: PETER NOEL STRUDWICK  
Date: 10 SEPTEMBER 2018  
Reference: 1411-STR6-DP

PLAN OF SUBDIVISION OF LOT 549 IN DP 1205676

LGA: CAMDEN  
Locality: COBBITTY  
Reduction Ratio: 1:400  
Lengths are in metres

Registered  
31.1.2019

DP1231304



COORDINATE SCHEME							COORDINATE SCHEME						
MARK	NGA COORDINATES		CL	DPO	METHOD	STATE	MARK	NGA COORDINATES		CL	DPO	METHOD	STATE
	EASTING	NORTHING						EASTING	NORTHING				
55M18079	209 402.181	6 23N 125.51	C	4	SCIMS	FOUND	55M19023	208 279.723	6 23N 124.327	D	N/A	CAD. TRAV.	PLACED
55M18081	209 403.824	6 23N 015.107	C	4	SCIMS	FOUND	55M19029	208 194.995	6 23N 016.956	D	N/A	CAD. TRAV.	PLACED
55M1805673	280 395.813	6 23N 170.027	C	4	SCIMS	FOUND	55M19028	209 016.995	6 23N 176.048	D	N/A	CAD. TRAV.	PLACED
55M180620	280 370.521	6 23N 166.588	D	4	CAD. TRAV.	FOUND	55M19033	289 123.729	6 23N 117.946	D	N/A	CAD. TRAV.	PLACED
55M18080	208 278.206	6 23N 106.501	D	N/A	CAD. TRAV.	PLACED	55M19074	289 095.970	6 23N 116.804	D	N/A	CAD. TRAV.	PLACED
55M19094	208 066.973	6 23N 68.523	D	N/A	CAD. TRAV.	PLACED							

**SURVEYOR**  
**Name: PETER NOEL STRUDWICK**  
**Date: 10 SEPTEMBER 2018**  
**Reference: 1411-ST6-DP**

PLAN OF SUBDIVISION OF LOT 549 IN DP 1205676

LGA: CAMDEN  
Locality: COBBITTY  
Reduction Ratio: 1:400  
Lengths are in metres

31.1.2019

DP1231304



SCHEDULE OF CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
10	337°30'00"	0.595	0.595	107.2

SAND HILL RISE

"DIAGRAM B"

SCALE 1:1000

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE  
 (B) EASEMENT FOR PADPOUNT SUBSTATION 2.75 WIDE  
 (C) RESTRICTION ON THE USE OF LAND  
 (D) RESTRICTION ON THE USE OF LAND  
 (E) RESTRICTION ON THE USE OF LAND  
 (F) RESTRICTION ON THE USE OF LAND  
 (G) EASEMENT FOR SUPPORT AND MAINTENANCE 0.7 WIDE  
 (H) EASEMENT FOR UNDERGROUND CABLES 3.3 WIDE AND VARIABLE  
 (I) EASEMENT FOR OVERHEAD POWERLINES 9 WIDE

SURVEYOR  
 Name: PETER MOEL STRUDWICK  
 Date: 10 SEPTEMBER 2018  
 Reference: 1411-ST6-DP

PLAN OF SUBDIVISION OF LOT 549 IN DP 1205676  
 SEE SHEET 3


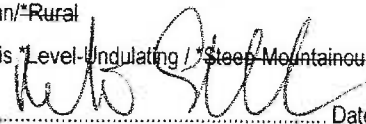
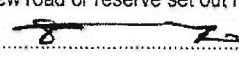
LGA: CAMDEN  
 Locality: COBBITTY  
 Reduction Ratio: 1:400  
 Lengths are in metres

Registered  
 31.1.2019

DP1231304





PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
<p>Registered:  31.1.2019</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p><b>DP1231304</b></p>	
<p><b>PLAN OF SUBDIVISION OF LOT 549 IN DP1205676</b></p>		<p>LGA: CAMDEN</p> <p>Locality: COBBITTY</p> <p>Parish: COOK AND NARELLAN</p> <p>County: CUMBERLAND</p>	
<p><b>Survey Certificate</b></p> <p>I, Peter Noel Strudwick of YODAILE STRUDWICK &amp; CO PTY. LTD .....  of SUITE 4, 114 HAMPDEN ROAD, ARTARMON NSW 2064 .....  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 10<sup>th</sup> of September 2018 ..... , or</p> <p>*(b) The part of the land shown in the plan ("being" excluding .....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'A' - 'B' .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: 10/09/18</p> <p>Surveyor Identification No: 2050 .....</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer)  in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	
<p><b>Subdivision Certificate</b></p> <p>I, <u>SUGULE MOHAMED</u> .....  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: <u>Camden Council</u> .....</p> <p>Date of endorsement: <u>12/12/2018</u> .....</p> <p>Subdivision Certificate number: <u>14-2011-436-5</u> .....</p> <p>File number: <u>DA12011/436</u> .....</p> <p>*Strike through if inapplicable.</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE SAND HILL RISE, KARALEE ROAD, BRUMBY ROAD, DANIELS ROAD, BARBARA STREET MANDY LANE AND THE EXTENSIONS OF CHARLES MCINTOSH PARKWAY AND OAK FLAT AVENUE TO THE PUBLIC AS PUBLIC ROAD.</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP1193911, DP1139483, DP1179307, DP1174521, DP1162239, DP1209460, DP1205676, DP1223680.</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	
<p>Surveyor's Reference: 1411-ST6-DP</p>			

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 6 sheet(s)

Registered:



31.1.2019

Office Use Only

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**PLAN OF SUBDIVISION OF  
LOT 549 IN DP1205676****DP1231304**Subdivision Certificate number: 14-2011-436-5Date of Endorsement: 12/12/2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets


IT IS INTENDED TO DEDICATE LOT 595 TO THE PUBLIC AS PUBLIC RESERVE.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE;

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (B)
3. RESTRICTION ON THE USE OF LAND (C)
4. RESTRICTION ON THE USE OF LAND (D)
5. RESTRICTION ON THE USE OF LAND (E)
6. POSITIVE COVENANT (E)
7. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (F)
8. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (G)
9. POSITIVE COVENANT
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. POSITIVE COVENANT
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. EASEMENT FOR UNDERGROUND CABLES 5.3 WIDE AND VARIABLE (J)
16. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (K)
17. EASEMENT FOR SERVICES 3.5 WIDE (M)
18. EASEMENT TO DRAIN WATER (ENTIRE LOT) (N)
19. POSITIVE COVENANT
20. RIGHT OF CARRIAGEWAY (ENTIRE LOT) (N)

IT IS INTENDED TO RELEASE;


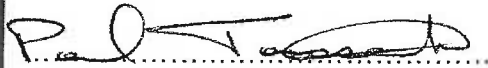
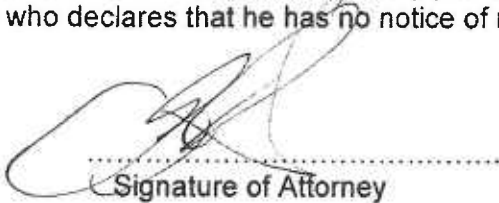
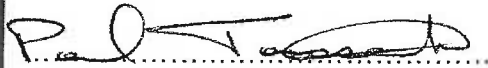
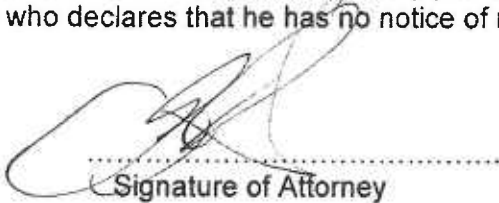
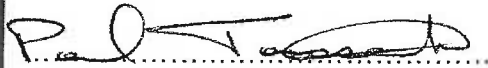
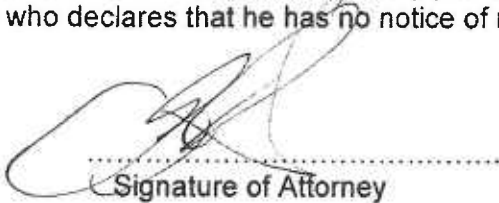

1. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE AND VARIABLE CREATED BY DP1139483 (PARTIAL)
2. EASEMENT FOR UNDERGROUND CABLES 3 WIDE CREATED BY DP1205676
3. RIGHT OF CARRIAGEWAY VARIABLE WIDTH CREATED BY DP 1205676 (PARTIAL)
4. RIGHT OF CARRIAGEWAY 19.1 WIDE CREATED BY DP 1223680 (PARTIAL)
5. EASEMENT TO DRAIN WATER 1.5 WIDE CREATED BY DP1205676 (PARTIAL)

  
 .....  
 Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1411-ST6-DP

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 6 sheet(s)						
<div>Office Use Only</div> <div>Registered:  31.1.2019</div>		<div>Office Use Only</div> <div><b>DP1231304</b></div>						
PLAN OF SUBDIVISION OF LOT 549 IN DP1205676		<div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation</i> 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act</i> 1919</li><li>• Signatures and seals- see 195D <i>Conveyancing Act</i> 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>						
Subdivision Certificate number: <u>14-2011-436-5</u> Date of Endorsement: <u>12/12/2018</u>								
<p>Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No. 223 who declares that he has no notice of revocation of same in the presence of;</p> <table><tr><td> Signature of Witness</td><td> Signature of Attorney</td></tr><tr><td><u>PAUL TARASENKO</u> Name of Witness</td><td><u>GEORGE DINIAKOS</u> Name of Attorney</td></tr><tr><td colspan="2"><u>LEVEL 3,</u> <u>11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153</u> Address of Witness</td></tr></table>			 Signature of Witness	 Signature of Attorney	<u>PAUL TARASENKO</u> Name of Witness	<u>GEORGE DINIAKOS</u> Name of Attorney	<u>LEVEL 3,</u> <u>11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153</u> Address of Witness	
 Signature of Witness	 Signature of Attorney							
<u>PAUL TARASENKO</u> Name of Witness	<u>GEORGE DINIAKOS</u> Name of Attorney							
<u>LEVEL 3,</u> <u>11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153</u> Address of Witness								
<div> Camden Council Authorised Person</div> <div>If space is insufficient use additional annexure sheet</div>								
Surveyor's Reference: 1411-ST6-DP								

ePlan

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Registered:



31.1.2019

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF  
LOT 549 IN DP1205676

DP1231304

Subdivision Certificate number: 14-2011-436-5

Date of Endorsement: 12/12/2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised Attorney under power of Attorney Book 4659 No. 765

Aaron Lind  
Director

... of Commonwealth Bank of Australia ...

Name of Attorney

Signature of Attorney

Date 17/12/2018

Signature of Witness

Tony Di Paolo  
Director, Agency

Name of Witness

Level 21, 727 Collins Street  
Melbourne VIC 3008


Address of Witness

  
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1411-ST6-DP

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 6 sheet(s)

Office Use Only  
**Registered:**  31.1.2019

**PLAN OF SUBDIVISION OF  
 LOT 549 IN DP1205676**

Subdivision Certificate number: 14-2011-436-5  
 Date of Endorsement: 12/12/2018


**DP1231304**

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**The Surveying & Spatial Information Regulation 2017, Clause 60 (c).**


Lot No.	House No.	Street Name	Street type	Suburb
592	A	BANGOR	TERRACE	COBBITTY
593	A	CHARLES MCINTOSH	PARKWAY	COBBITTY
594	B	CHARLES MCINTOSH	PARKWAY	COBBITTY
595	C	CHARLES MCINTOSH	PARKWAY	COBBITTY
596	D	CHARLES MCINTOSH	PARKWAY	COBBITTY
597	1-7	MANDY	LANE	COBBITTY
598	9-15	MANDY	LANE	COBBITTY
599	17-23	MANDY	LANE	COBBITTY
600	25-31	MANDY	LANE	COBBITTY
601	9	OAK FLAT	AVENUE	COBBITTY
602	11	OAK FLAT	AVENUE	COBBITTY
603	13	OAK FLAT	AVENUE	COBBITTY
604	15	OAK FLAT	AVENUE	COBBITTY
605	17	OAK FLAT	AVENUE	COBBITTY
606	19	OAK FLAT	AVENUE	COBBITTY
607	21	OAK FLAT	AVENUE	COBBITTY
608	23	OAK FLAT	AVENUE	COBBITTY
609	25	OAK FLAT	AVENUE	COBBITTY
610	8	OAK FLAT	AVENUE	COBBITTY
611	10	OAK FLAT	AVENUE	COBBITTY
612	12	OAK FLAT	AVENUE	COBBITTY
613	14	OAK FLAT	AVENUE	COBBITTY
614	16	OAK FLAT	AVENUE	COBBITTY
615	18	OAK FLAT	AVENUE	COBBITTY
616	20	OAK FLAT	AVENUE	COBBITTY
617	22	OAK FLAT	AVENUE	COBBITTY
618	4	SAND HILL	RISE	COBBITTY
619	6	SAND HILL	RISE	COBBITTY

  
 Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1411-ST6-DP

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 6 sheet(s)

Office Use Only  
**Registered:**  31.1.2019

**PLAN OF SUBDIVISION OF  
 LOT 549 IN DP1205676**

Subdivision Certificate number: 14.2011-436-5  
 Date of Endorsement: 12/12/2018

**DP1231304**

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**The Surveying & Spatial Information Regulation 2017, Clause 60 (c).**

Lot No.	House No.	Street Name	Street type	Suburb
620	8	SAND HILL	RISE	COBBITTY
621	10	SAND HILL	RISE	COBBITTY
622	12	SAND HILL	RISE	COBBITTY
623	14	SAND HILL	RISE	COBBITTY
624	16	SAND HILL	RISE	COBBITTY
625	18	SAND HILL	RISE	COBBITTY
626	20	SAND HILL	RISE	COBBITTY
627	17	SAND HILL	RISE	COBBITTY
628	15	SAND HILL	RISE	COBBITTY
629	13	SAND HILL	RISE	COBBITTY
630	11	SAND HILL	RISE	COBBITTY
631	9	SAND HILL	RISE	COBBITTY
632	7	SAND HILL	RISE	COBBITTY
633	5	SAND HILL	RISE	COBBITTY
634	3	SAND HILL	RISE	COBBITTY
635	5	BARBARA	STREET	COBBITTY
636	3	BARBARA	STREET	COBBITTY
637	1	BARBARA	STREET	COBBITTY

  
 Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1411-ST6-DP

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Sheet 1 of 14)

**Plan: DP1231304**


Subdivision of Lot 549 in DP1205676  
 covered by Council Subdivision  
 Certificate No. 14.2011.436.5

**Full name and address of the owner of the land:**

AVJennings Properties Limited.  
 Level 3, 11-13 Brookhollow Avenue  
 Baulkham Hills NSW 2153  
 ABN 50 004 601 503

**PART 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide.(A)	602 603 604 605 606 627 628 629 630 592 631 632 633 634 635 636 637 596	601. 601, 602. 601, 602, 603. 601, 602, 603, 604. 601, 602, 603, 604, 605. 592 592, 627. 592, 627, 628. 592, 627, 628, 629 627, 628, 629. 630. 630, 631. 630, 631, 632. 630, 631, 632, 633. 592. 592, 635. 592, 635, 636 592, 635, 636, 637
2	Easement for Padmount Substation 2.75 wide. (B)	618	Epsilon Distribution Ministerial Holding Corporation
3	Restriction on the Use of Land (C)	Part of lot 618, Part of lot 619.	Epsilon Distribution Ministerial Holding Corporation
4	Restriction on the Use of Land (D)	Part of lot 618, Part of lot 619.	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on the Use of Land (E)	Part of lot 628, Part of lot 633, Part of lot 635.	Camden Council
6	Positive Covenant (E)	Part of lot 628, Part of lot 633, Part of lot 635.	Camden Council

  
 Council Authorised Person




(Sheet 2 of 14)

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676  
 covered by Council Subdivision  
 Certificate No. 14.2011.436.5

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
7	Right of Carriageway variable width (F)	592	Camden Council
8	Easement for Support and Maintenance 0.9 wide (G)	602 603 604 605 606 607 608 609 611 612 613 614 615 616 617 618 619 621 623 624 625 627 628 631 632 635 637	601 602 603 604 605 606 607 608 610 611 612 613 614 615 616 617 620 622 624 625 626 592 627 630 631 592 636
9	Positive Covenant	597 to 637 incl.	Camden Council
10	Restriction on the Use of Land	597 to 618 incl. 634 to 637 incl.	Camden Council
11	Restriction on the Use of Land	623 to 628 incl.	Camden Council
12	Positive Covenant	597 to 609 incl. and 637	Camden Council
13	Restriction on the Use of Land	Each and every lot	Each and every other lot.
14	Restriction on the Use of Land	626	Camden Council

  
 Council Authorised Person

(Sheet 3 of 14)

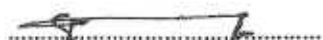
Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676  
 covered by Council Subdivision  
 Certificate No. 14.2011.436.5

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
15	Easement for underground cables 5.3 wide and variable (J)	592	Epsilon Distribution Ministerial Holding Corporation
16	Easement for Overhead Power Lines 9 wide (K)	592	Epsilon Distribution Ministerial Holding Corporation
17	Easement for Services 3.5 wide (M)	592	2009/1162239
18	Easement to Drain Water (N) (Entire Lot)	596	Camden Council
19	Positive Covenant	596	Camden Council
20	Right of Carriageway (N) (Entire Lot)	596	Camden Council

**PART 1A**

Number of item shown in the intention panel on the plan.	Identity of easement or profit à prendre, to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Overhead Power Lines 9 wide and variable (P) created by DP1139483 (Partial)	549/1205676	Epsilon Distribution Ministerial Holding Corporation as Statutory Successor of Integral Energy
2	Easement for underground cables 3 wide created by DP 1205676	549/1205676	Epsilon Distribution Ministerial Holding Corporation as Statutory Successor of Endeavour Energy
3	Right of carriageway variable width created by DP 1205676 (R) (Partial)	549/1205676	Camden Council
4	Right of carriageway 19.1 wide created by DP 1223680	549/1205676	3101/1223680
5	Easement to Drain Water 1.5 metres wide created by DP1205676 (Partial)	526/1205676 527/1205676 528/1205676 529/1205676 530/1205676 531/1205676 533/1205676 534/1205676 535/1205676	Each and every lot except lot 592 comprised in Lot 549 in DP1205676

  
 Council Authorised Person

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676  
covered by Council Subdivision  
Certificate No. 14. 2011. A36.5

## PART 2

**Terms of the Easement for Padmount Substation 2.75 wide (B) secondly referred to in the abovementioned plan.**

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".


**Terms of the Restriction on the Use of Land thirdly referred to in the abovementioned plan.**

### 1.0 Definitions:

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

  
Council Authorised Person

(Sheet 5 of 14)


Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676  
covered by Council Subdivision  
Certificate No. 14.2011.436.5

- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

**Terms of the Restriction on the Use of Land fourthly referred to in the abovementioned plan.**

- 1.0 Definitions:
- 1.1 erect includes construct, install, build and maintain.
- 1.2 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

  
Council Authorised Person

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676  
covered by Council Subdivision  
Certificate No. 14.2011.436.5

**3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System**

- 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sub-lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation's as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation's, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

**Terms of the Restriction on the Use of Land fifthly referred to in the abovementioned plan.**

1. The registered proprietor of the lot hereby burdened must not, or allow any person to, alter, remove or destroy any part of the retaining wall including any soil, planting or fencing associated with the retaining wall within the area designated (E) in the abovementioned plan without the prior written approval of Camden Council.
2. No buildings or structures shall be permitted to be constructed within, on or over the area designated (E) in the abovementioned plan.

**Terms of the Positive Covenant sixthly referred to in the abovementioned plan.**

The registered proprietor or their assigns shall covenant with Camden Council at all times to maintain the retaining wall and any associated fencing in good order within, on or over the area designated (E) in the abovementioned plan.

  
Council Authorised Person

(Sheet 7 of 14)

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676  
covered by Council Subdivision  
Certificate No. 14.2011.436.5

**Terms of the Easement for Support & Maintenance 0.9 wide eighthly referred to in the abovementioned plan.**

Full and free right and liberty to have the building or any part thereof or any structure appurtenant thereto erected on the dominant tenement supported, upheld and maintained by the soil or any structure erected in that portion of the servient tenement designated (G) in the abovementioned plan, together with the full and free right for the registered proprietor for the time being of the dominant tenement and every person authorised by him or her to enter upon that portion of the servient tenement with any tools, implements or machinery necessary and to remain there for any reasonable time for the purpose of repairing or maintaining any part of the soil or any structures erected in that portion of the servient tenement which has deteriorated or decayed or has been allowed to deteriorate or decay to the extent that the nature of the support has been affected and the registered proprietor for the time being of the servient tenement agrees that he or she will not use or permit to be used that portion of the servient tenement in any manner or for any purpose which may affect or have tendency to affect the stability of the soil or any structures erected in that portion of the servient tenement.

**Terms of the Positive Covenant ninthly referred to in the abovementioned plan.**

All proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land burdened must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan under "Section 9" in the report titled "Report on Salinity Investigation and Management Plan: Lot 2006 The Northern Road Cobbitty" prepared by Douglas Partners, Project 34281.00, dated May 2011.

**Terms of the Restriction on the Use of Land tenthly referred to in the abovementioned plan.**

No dwelling shall be constructed on the land hereby burdened unless architectural noise controls, alternative ventilation and construction requirements are in accordance with the following Table A "Summary of architectural treatments required depending on orientation" and Table B "Treatment Type and Associated Requirements" as generally outlined within the report 'DA Acoustic Report: Lot 2006 The Northern Road Cobbitty' Project 211 049 R01 v4-0 dated May 2018 prepared by PKA Acoustic Consulting.

Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required. Compliance with the above is to be demonstrated for each dwelling application on the affected lots.

  
Council Authorised Person

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676  
 covered by Council Subdivision  
 Certificate No. 14.2011.436.5

**Table A: Summary of architectural treatments required depending on orientation.**

LOT	Ground Floor Façades			Upper Floor Facades		
	East	South	West	East	South	West
597	B	C	A	C	D	B
598	A	C	B	B	D	C
599	B	C	A	C	D	B
600	A	C	B	B	D	C
601	A	C	A	B	D	B
602	A	C	A	B	D	B
603	A	C	A	B	D	B
604	A	C	A	B	D	B
605	A	C	A	B	D	B
606	A	C	A	B	D	B
607	A	C	A	B	D	B
608	A	C	A	B	D	B
609	A	C	B	B	D	C
610					A	
611					A	
612					A	
613					A	
614					A	
615					A	
616					A	
617					A	
618					A	A
634				A	A	
635				A		
636	A			A	A	A
637	C	B	B	C	D	C



(Sheet 9 of 14)

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676  
 covered by Council Subdivision  
 Certificate No. 14.2011.436.5

**Table B: Treatment type and associated requirements**

Treatment type	Glazing requirement	Alternate ventilation requirement	External door requirement
A	Standard Glazing.	Bedrooms only.	Standard external solid core doors.
B	Standard Glazing.	Bedrooms & Living areas.	Standard external solid core doors.
C	Bedroom: Rw30, min 6.38mm laminated. Living areas: Standard glazing.	Bedrooms & Living areas.	Bedroom: Rw 30 door system. Living: Standard external solid core doors.
D	Bedroom: Rw35, min 10.38mm laminated. Living areas: Rw30, min 6.38mm laminated.	Bedrooms & Living areas.	Bedroom: Rw32 door system. Living: Rw30 door system.

**Terms of Restriction on the Use of Land eleventhly referred to in the abovementioned plan.**

No dwelling shall be constructed on the lot hereby burdened other than that consisting of a structure of which no part shall exceed the maximum reduced level (RL) height limit relative to the Australian Height Datum as follows;

Lot 623 – RL 97.32,	Lot 624 – RL 97.23,
Lot 625 – RL 97.14,	Lot 626 – RL 97.05,
Lot 627 – RL 97.09,	Lot 628 – RL 97.25,

  
 Council Authorised Person

(Sheet 10 of 14)

Plan **DP1231304**

Subdivision of Lot 549 in DP1205676  
covered by Council Subdivision  
Certificate No. 14.201.436.5

**Terms of Positive Covenant twelfthly referred to in the abovementioned plan.**

Where the burdened lots have a rear or side boundary adjacent to Charles McIntosh Parkway a 1.8 metre high solid fence must be constructed on the entire rear or side boundary in such a manner as to achieve a continuous noise barrier for rear yard amenity.

Where the burdened lots have a front boundary to Charles McIntosh Parkway, and the principal private open space is at the rear of the dwelling away from Charles McIntosh Parkway, a 1.8 metre high solid fence must be constructed between the dwelling and its adjacent side boundaries, except where the dwelling has a zero lot line boundary set back.

Any fence constructed on the burdened lot must be constructed in accordance with "Section 8 - Recommendations" from the report 'DA Acoustic Report: Lot 2006 The Northern Road Cobbitty' Project 211 049 R01 v4-0 dated May 2018 prepared by PKA Acoustic Consulting.

The registered proprietor or their assigns shall covenant with Camden Council at all times to maintain the abovementioned fencing in good order.

The registered proprietor or their assigns shall covenant with Camden Council to at all times maintain any and all retaining walls located adjacent to road boundaries in good order.

**Terms of Restriction on the Use of Land thirteenthly referred to in the abovementioned plan.**


No fence shall be erected on each lot burdened to divide it from any adjoining land owned by AVJennings Properties Limited without the consent of AVJennings Properties Limited but consent will not be withheld if such fencing is erected without expense to AVJennings Properties Limited.

**Terms of Restriction on the Use of Land fourteenthly referred to in the abovementioned plan.**

No dwelling shall be constructed on the lot hereby burdened other than that consisting of a single storey structure and no part of the dwelling shall exceed one storey in height.

**Terms of Easement for Underground Cables 5.3 wide and variable fifteenthly referred to in the abovementioned plan.**

The terms set out in Memorandum No AK104616 registered at NSW Land Registry Services are incorporated into this document.

  
Council Authorised Person

(Sheet 11 of 14)

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676  
covered by Council Subdivision  
Certificate No. 14-2011-436.5


**Terms of Easement for Overhead Power Lines 9 wide sixteenthly referred to in the abovementioned plan.**

The terms set out in Memorandum No AK104602 registered at NSW Land Registry Services are incorporated into this document.

**Terms of the Positive Covenant ninteenthly referred to in the abovementioned plan.**

The proprietor of the land hereby burdened (herein called 'the proprietor') shall covenant with Camden Council (herein called 'the Council') at all times in respect of the land hereby burdened, containing the modified "construction" on site detention/sediment control basin and water quality facility, and/or permanent water quality facility, herein called 'the basin' to;

- (a) construct, clean maintain and repair all pits, tanks pipe lines, orifice plates, trench barriers, walls, earth banks and other structures;
- (b) maintain the existing surface levels;
- (c) regularly mow and remove grass clippings and debris as necessary to ensure the efficient operation from time to time and at all times of the basin PROVIDED HOWEVER that Camden Council shall have the right enter upon the burdened lot with all necessary materials and equipment at all reasonable time and on reasonable times and on reasonable notice but at any time and without notice in the case of an emergency;
  - (i) to view the state of repair of the basin;
  - (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
  - (iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within 14-days of the date receipt by the proprietor of written notice from the Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith upon demand.

  
Council Authorised Person

(Sheet 12 of 14)

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676  
covered by Council Subdivision  
Certificate No. 14-2011-436.5

**Name of person or authority empowered to release, vary or modify the Easements, Positive Covenants or Restrictions on the Use of Land firstly, fifthly, sixthly, seventhly, eighthly, ninthly, tenthly, eleventhly, twelfthly, fourteenthly, seventeenthly, eighteenthly, nineteenthly and twentiethly referred to in the abovementioned plan.**


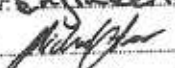
Camden Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.


**Name of person or authority empowered to release, vary or modify the Easements and Restrictions on the Use of Land secondly, thirdly, fourthly, fifteenthly and sixteenthly referred to in the abovementioned plan.**

Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release, vary or modify the Restriction on the Use of Land thirteenthly referred to in the abovementioned plan.**

AVJennings Properties Limited. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

<b>Execution by Camden Council:</b>	
Signature:	
Signed by:	<b>SUGULE MOHAMED</b>
Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.	
Authority of Officer:	<b>Team Leader Engineering Certification</b>
Witness Signature:	
Name of Witness:	<b>Michael Grasso</b>
Address of Witness:	<b>70 Central Avenue Oran Park NSW</b>

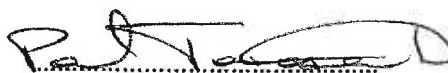
  
Council Authorised Person

(Sheet 13 of 14)

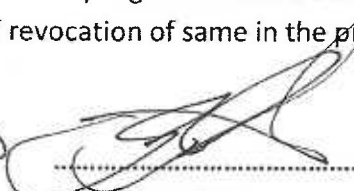
Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676  
covered by Council Subdivision  
Certificate No. 14.2011.436.5

Signed by AVJennings Properties Limited (ABN50 004 601 503) by their  
Attorney pursuant to Power of Attorney registered Book 4689 No.223 who  
declares that he has no notice of revocation of same in the presence of;



Signature of Witness



Signature of Attorney

PAUL TARASENKO

Name of Witness

GEORGE DINIAKOS

Name of Attorney

LEVEL 3,

11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153

Address of Witness

CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised  
Attorney under power of Attorney Book 4659 No.765

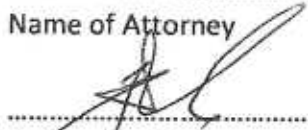
Aaron Lind  
Director  
of Commonwealth Bank of Australia

Name of Attorney



Signature of Attorney

17/12/2018  
Date


  
Signature of Witness

Tony Di Paolo  
Director, Agency

Name of Witness

Level 21, 727 Collins Street  
Melbourne VIC 3008

Address of Witness

  
Council Authorised Person

# DP1231304

(Sheet 14 of 14)

**Plan:**

Subdivision of Lot 549 in DP1205676  
covered by Council Subdivision  
Certificate No. 14.2011.436.5

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:



Name of witness:

NATASHA ISSAC

Address of witness:

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith  
Manager Property & Fleet

Power of attorney:

Book 4734 No 883

Signing on behalf of:


Endeavour Energy Network Asset Partnership  
ABN 30 586 412 717

Endeavour Energy reference:

URS20155

Date of signature:

24 September 2018

  
Council Authorised Person

REGISTERED



31.1.2019

Year	2002-2003	2003-2004
1	270.27.20	370.60
2	263.16.36	55.31
3	257.99.43	90.54
4	250.60.79	57.95
5	257.62.13	52.65
6	252.47.48	65.85
7	247.25.54	88.95
8	245.23.38	54.93
9	247.38.58	51.575
10	247.25.60	8.54
11	245.55.38	

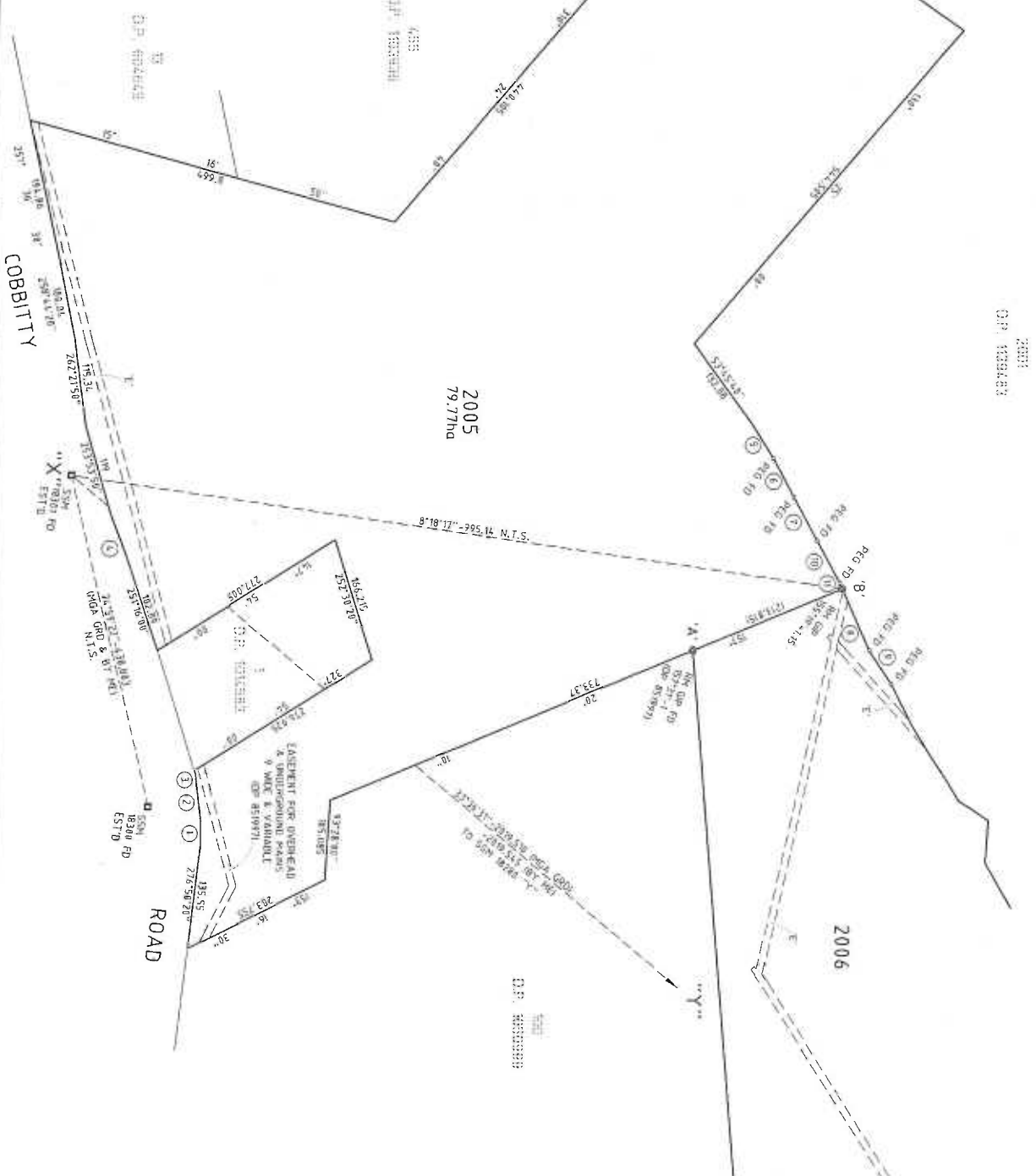
### SCHEDULE OF SHORT BOUNDARIES

E = EASEMENT FOR OVERHEAD POWER LINES 9 WIDE &amp; VARIABLE WIDTH I.D.P. 1139,83

MARK	CLASS		ORDER	ORIGIN
	CLASS	ORIGIN		
50H 18100	2078175.432	3	3	50HS
50H 18300	2078175.453	3	3	50HS
50H 18501	2088615.06	3	2	50HS
	4213973.148	3	2	50HS

CSF 1 MONTH STOCKS SLIPPS MAY 2016 ZONE 58

M.G.A. TABLE  
SCHEDULE OF PERMANENT MARKS



Surveyor : ANTHONY MICHAEL ATKINS  
Date of Survey 25/6/2010  
Surveyor's Ref 8-103937

PLAN OF

SUBDIVISION OF  
LOT 2002, 2003 & 2004 IN D.P. 1139483

LGA: CAMDEN  
Locality : COBBITTY  
Subdivision No: 13/2011  
Lengths are in metres. Reduction Ratio 1:4,000

Registered  
18.5.2011

DP1162239



JOINS

SHEET

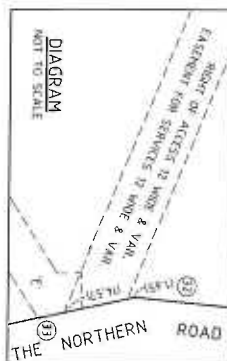
3

## SCHEDULE OF SHORT &amp; CURVED BOUNDARIES

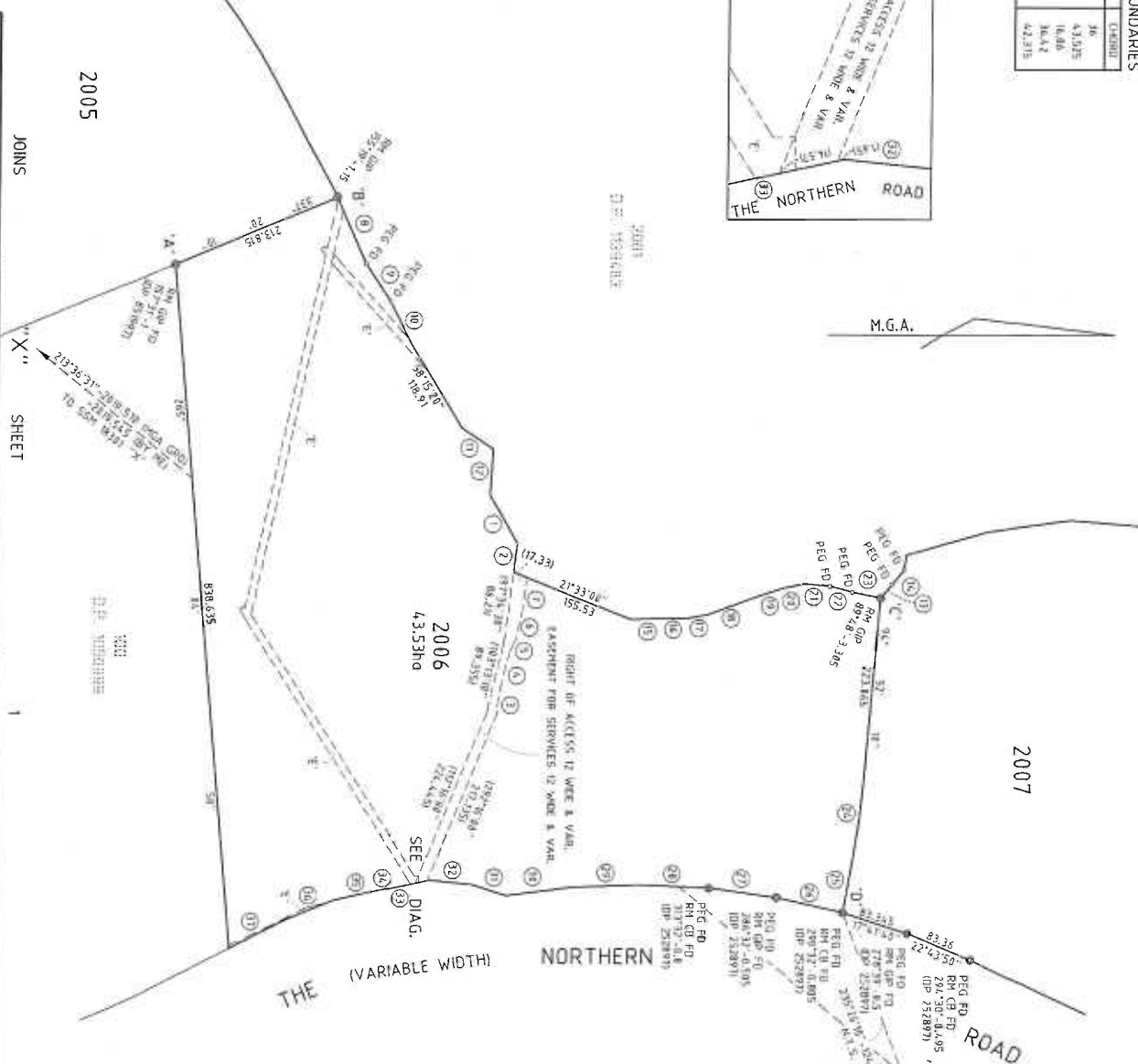
No.	BEARING	CHORD	ARC	RADIUS
1	88°16'43"	44.175		
2	97°23'37"	50.12		
3	65°55'30"	80.905		
4	58°36'50"	54.55		
5	83°37'00"	59.66		
6	83°43'20"	56.08		
7	308°43'20"	21.9		
8	308°43'20"	22.71		
9	357°28'50"	26.175		
10	0°43'14"	20.175		
11	319°56'50"	54.08		
12	344°04'40"	41.005		
13	344°04'40"	26.375		
14	67°24'30"	32.825		
15	157°07'30"	27.903		
16	104°04'40"	35.35		
17	99°57'20"	80.135		
18	82°54'28"	83.36		
19	82°54'28"	83.395		
20	82°54'28"	83.395		
21	82°54'28"	83.395		
22	82°54'28"	83.395		
23	82°54'28"	83.395		
24	82°54'28"	83.395		
25	82°54'28"	83.395		
26	82°54'28"	83.395		
27	82°54'28"	83.395		
28	82°54'28"	83.395		
29	82°54'28"	83.395		
30	82°54'28"	83.395		
31	82°54'28"	83.395		
32	82°54'28"	83.395		
33	82°54'28"	83.395		
34	82°54'28"	83.395		
35	82°54'28"	83.395		
36	82°54'28"	83.395		
37	82°54'28"	83.395		

## SCHEDULE OF SHORT EASEMENT BOUNDARIES

No.	BEARING	CHORD
1	218°05'16"	36
2	283°55'58"	43.035
3	283°55'58"	43.035
4	283°55'58"	43.035
5	283°55'58"	43.035
6	283°55'58"	43.035
7	283°55'58"	43.035



E - EASEMENT FOR OVERHEAD POWER LINES 9 MIDE &amp; VARIABLE WIDTH (D.P. 1139483)



JOINS

SHEET

1

Surveyor: ANTHONY MICHAEL ATKINS  
Date of Survey: 25/6/2018  
Surveyor's Ref: 8-103937

PLAN OF  
SUBDIVISION OF  
LOT 2002, 2003 & 2004 IN D.P. 1139483

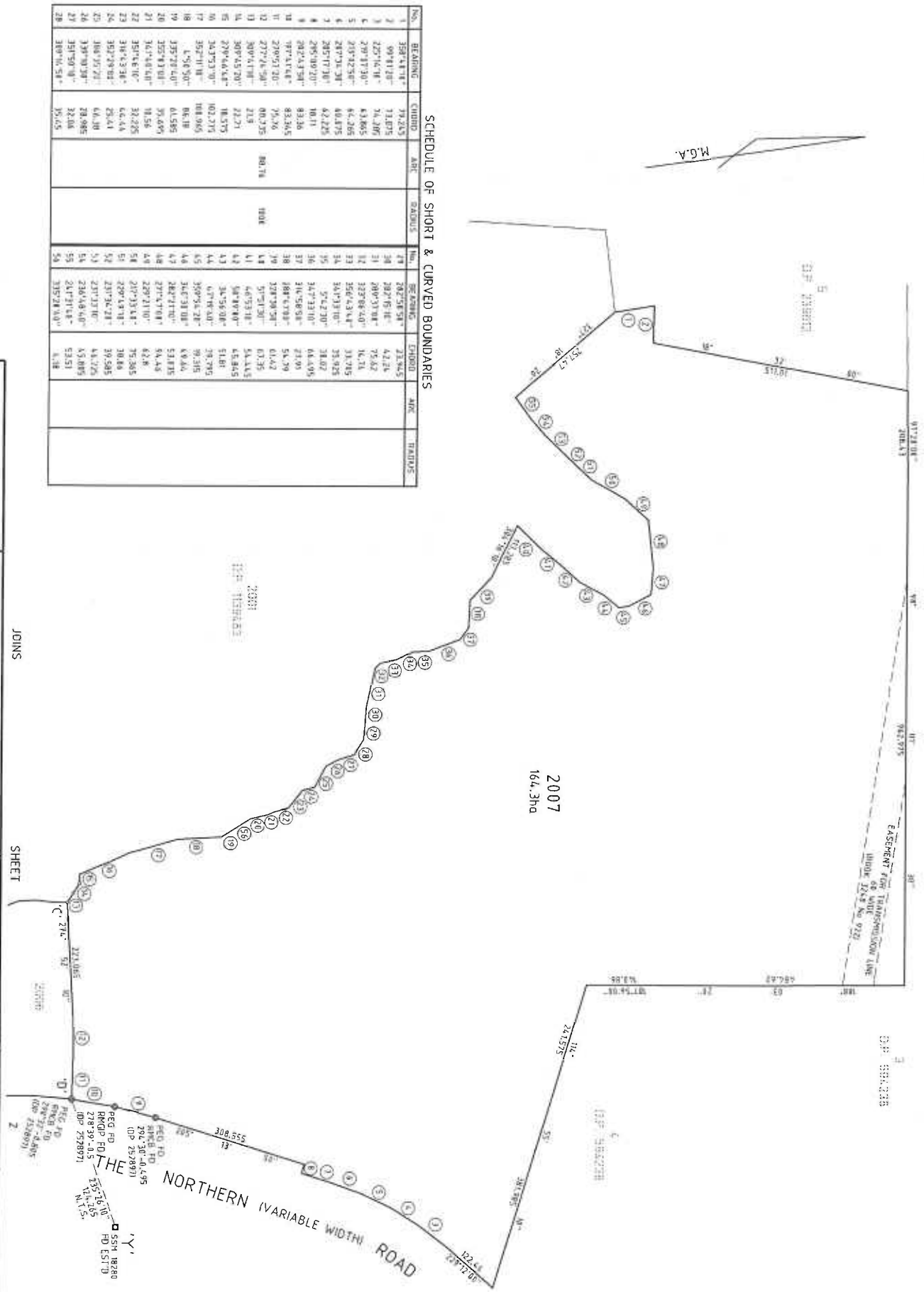
L.G.A.: CAMDEN  
Locality: COBBITY  
Subdivision No: 13/2011  
Lengths are in metres Reduction Ratio: 1:4000

Registered  
18.5.2011

DP1162239

PLAN FORM 2 (M2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF SHORT & CURVED BOUNDARIES									
No.	BEARING	CURVED	ARC	RADIUS	No.	BEARING	CURVED	ARC	TRAILING
1	359°44'18"	79.245			28	202°58'58"	23.445		
2	69°11'28"	11.075			29	202°15'46"	42.24		
3	225°16'18"	34.207			30	209°31'08"	75.62		
4	279°17'30"	63.805			31	207°08'40"	16.74		
5	231°42'56"	64.265			32	207°08'40"	16.74		
6	247°31'38"	66.875			33	206°43'44"	31.795		
7	205°17'30"	62.225			34	244°13'10"	31.925		
8	205°30'20"	16.11			35	5°42'30"	31.02		
9	202°43'54"	83.36			36	34°33'10"	64.495		
10	197°41'48"	83.345			37	31°58'58"	21.93		
11	279°51'20"	75.36			38	188°47'08"	54.39		
12	277°46'50"	00.235			39	137°10'50"	61.62		
13	309°41'08"	21.8			40	51°13'30"	67.35		
14	309°45'20"	22.21			41	6°53'18"	54.145		
15	279°46'48"	18.575			42	34°56'04"	63.645		
16	34°33'10"	102.375			43	34°56'04"	63.645		
17	352°11'18"	108.965			44	6°53'18"	54.145		
18	1°56'50"	86.18			45	359°54'28"	79.375		
19	335°28'40"	61.585			46	346°31'08"	69.46		
20	355°43'04"	39.695			47	282°21'04"	51.175		
21	361°48'46"	18.56			48	271°57'08"	64.48		
22	351°46'10"	38.225			49	229°21'10"	42.8		
23	318°43'36"	64.44			50	219°33'44"	75.385		
24	352°29'04"	25.41			51	229°19'18"	30.46		
25	346°35'24"	64.30			52	231°34'28"	39.585		
26	347°03'38"	38.985			53	231°33'10"	44.325		
27	351°50'38"	32.06			54	230°48'40"	63.885		
28	309°46'54"	35.65			55	247°11'48"	53.51		

Surveyor: ANTHONY MICHAEL ATKINS

PLAN OF:

JOINS

SHEETS

LOCALITY:

LOCALITY: COBBITT

Subdivision No: 13/7011

Lengths are in metres. Reduction Ratio: 1:5000

Registered

18.5.2011

DP1162239

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

Pursuant to Section 88B of the Conveyancing Act 1919 as amended, it is intended to create:

1. Right of Access 12 Wide and Variable Width
2. Easement for Services 12 Wide and Variable Width
3. Restriction on the Use of the Land

Pursuant to Section 88B of the Conveyancing Act 1919 as amended, it is intended to release:

1. Right of Access 12 Wide and Variable Width (DP 1139483)
2. Easement for Services 12 Wide and Variable Width (DP 1139483)

Office Use Only

## DP1162239

Office Use Only

Registered:  18.5.2011

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 2002, 2003 & 2004 IN D.P.1139483

LGA: Camden

Locality: Cobbity

Parish: Cook, Narellan

County: Cumberland

## Survey Certificate

I, Anthony Atkins

of RPS Australia East Pty Ltd

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: 25/06/2010

The survey relates to Lines 'A' - 'B' & 'C' - 'D', remainder compiled

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: 25/06/2010

Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: 'X' - 'Y'

Type: Urban/Rural

## Plans used in the preparation of survey/compilation

D.P.594238  
D.P.604645  
D.P. 851997  
D.P.1139483  
D.P.252897  
D.P.1103936  
D.P.1050999

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I, ..... in approving this plan certify

(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature: .....

Date: .....

File Number: .....

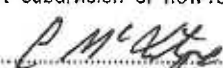
Office: .....

## Subdivision Certificate

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

the proposed SUBDIVISION set out herein

(insert 'subdivision' or 'new road')

  
\* Authorised Person \* General Manager \* Accredited Certifier

Consent Authority: Camden City Council

Date of Endorsement: 12 APRIL 2011

Accreditation no: .....

Subdivision Certificate no: 13/2011

File no: DA1288/2010

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 8-103937

\* Strike through inapplicable parts.

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF LOTS 2002, 2003 & 2004 IN  
D.P.1139483

Office Use Only

DP1162239

Office Use Only

Registered:



18.5.2011

Subdivision Certificate No.: 13/2011

Date of Endorsement: 12 APRIL 2011

Signed by McIntosh Bros. Pty. Limited (in Liquidation)

Executed by McIntosh Bros Pty. Limited (in Liquidation)  
by its liquidator Michael Ronald PARSON, who  
states that this appointment as liquidator of  
McIntosh Bros Pty. Limited is valid and subsisting  
at the date of this document, in the presence of:

*[Signature]*  
Witness

*[Signature]*  
Michael Ronald PARSON  
13 April 2011

MICHAEL GRAY  
Name of witness

44 CORNACK RD  
BETHUN HILL 2100.

Mortgagee under Mortgage No. AE911830  
Signed at Sydney this 20<sup>th</sup> day of  
April 2011 for National  
Australia Bank Limited ABN 12 004 044 837  
by Stacey Amanda Taylor  
its duly appointed Attorney under Power of  
Attorney No. 38 Book 4512

*[Signature]*  
Level 3 Attorney  
*[Signature]* Zoni Kadar  
Witness/Bank Officer

*[Signature]*

ePlan

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Plan:

**DP1162239**

**Full name and address of the owner of the land:**

(Sheet 1 of 3 sheets)  
 Subdivision of Lots 2002-2004 Inclusive in  
 D.P. 1139483  
 Covered by Subdivision Certificate No. 13/2011  
 Dated 12.4.2011  
**MCINTOSH BROS. PTY LIMITED**  
 421 The Northern Road  
 Cobbitty NSW 2570

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Access 12 Wide and Variable Width	2006	Lot 2001 in DP1139483
2	Easement for Services 12 Wide and Variable Width	2006	Lot 2001 in DP1139483
3	Restriction on the Use of Land	2006	Lot 2001 in DP1139483 2005, 2007

**Part 1A (Release)**

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Access 12 Wide and Variable Width (DP1139483)	Lot 2004 in DP1139483	Lot 2001 in DP1139483
2	(DP 1139483) Easement for Services 12 Wide and Variable Width	Lot 2004 in DP1139483	Lot 2001 in DP1139483


**Part 2**

**1. Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.**

A Right of Access as set out in Part 14 of Schedule 8 of The Conveyancing Act 1919 and the Property Legislation Amendment (Easements) Act 1995 except that the Right of Access is temporary and upon the construction and dedication of a public road access to Lot 2001 in DP1139483 the Right of Access will be extinguished.

**Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.**

Camden Council

Our Ref: 8/103937  


ePlan

(Sheet 2 of 3 sheets)

Plan:

**DP1162239**

Full name and address of the owner of the land:

Subdivision of Lots 2002-2004 Inclusive in  
D.P. 1139483

Covered by Subdivision Certificate No. 13/2011  
Dated 12.4.2011

**MCINTOSH BROS. PTY LIMITED**

421 The Northern Road

Cobbitty NSW 2570

**2. Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.**

An Easement for Services as set out in Part 11 of Schedule 8 of The Conveyancing Act 1919 and the Property Legislation Amendment (Easements) Act 1995 except that the Easement for Services is temporary and upon the construction and dedication of a public road access to Lot 2001 in DP1139483 the Easement for Services will be extinguished.

**Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.**

Camden Council

**3. Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.**

Whilstever McIntosh Bros. Pty Ltd (ABN 88 000 024 395) (in liquidation) is owner of the benefited lots, the owner of the burdened lot may not recover any monies from the owners of the benefited lots towards the erection and maintenance of a fence along the common boundaries of the benefited and burdened lots.

**Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.**

Owner of the benefited lot

Handwritten signature and initials in the bottom right corner of the page.

ePlan

(Sheet 3 of 3 sheets)

Plan:

**DP1162239**

Full name and address of the owner of the land:

Subdivision of Lots 2002-2004 Inclusive in  
D.P. 1139483

Covered by Subdivision Certificate No. 13/2011  
Dated 12.4.2011

**MCINTOSH BROS. PTY LIMITED**

421 The Northern Road

Cobbitty NSW 2570

**SIGNATURES**

**EXECUTED** by **MCINTOSH BROS PTY LIMITED (IN LIQUIDATION)** by Michael Ronald Parslow, who states that his appointment as liquidator of McIntosh Bros Pty Limited is valid and subsisting at the date of this document:

Signature of witness

Name of witness (block letters)

Signature of liquidator

NAME OF LIQUIDATOR  
MICHAEL RONALD PARSLow  
Name of liquidator

Mortgagee under Mortgage No.

Signed at Sydney this 20th

April

2011 for National

Australia Bank Limited ABN 12 004 044 937

by Gracey Amanda Taylor

its duly appointed Attorney under Power of

Attorney No. 38 Book 4512

Level 3 Attorney

Witness/Bank Officer

Approved by Camden Council

Authorised Officer

REGISTERED



18.5.2011



Form: 13RVM  
Release: 2.7  
www.lpma.nsw.gov.au

**VARIATION OR  
MODIFICATION OF  
RESTRICTION ON THE  
USE OF LAND**

New South Wales

Sections 88, 88D(15), 88E(7) or 89(8)

Conveyancing Act 1919



AG434622Q

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	2006/1162239		
(B) LODGED BY	Document Collection Box 417	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 1230084 WALLESONS STEPHEN JAKUES Reference: J Wallis 02-5503-8336	CODE VR
(C) RESTRICTION	DP 1162239, restriction on use thirdly referred to therein		
(D) APPLICANT	AVJennings Properties Limited (ACN 004 601 503)		

(E) 1. **VARIATION: SECTION 88 CONVEYANCING ACT 1919**

The applicant applies to have a recording made in the Register of a deed of variation of the above restriction on the use of land dated 11 August 2008, a, a certified copy of which is annexed hereto and marked "A"

2. **VARIATION: SECTION 88D(15) CONVEYANCING ACT 1919 NOT APPLICABLE**

The above restriction on the use of land having been varied in the manner set out in annexure , the applicant, being the

applies to have a recording made in the Register giving affect to that variation.

3. **VARIATION: SECTION 88E(7) CONVEYANCING ACT 1919 NOT APPLICABLE**

The applicant, being the , applies to have a recording made in the Register of a memorandum dated and annexed hereto marked varying the above restriction on the use

(F) of land. The consent of each person against whom the restriction is enforceable is annexed hereto and marked

4. **MODIFICATION: SECTION 89(8) CONVEYANCING ACT 1919 NOT APPLICABLE**

The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated , an office copy of which is annexed hereto and marked , modifying the above restriction on the use of land.

DATE 11/08/11

(G) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness: Sharmaz Herbison

Signature of attorney: [Signature]

Name of witness: SHARMAZ HERBISON

Attorney's name: JOHN MARTIN VAGULANS

Address of witness: 11-BROOKHOLLOW AVENUE--

Signing on behalf of:

Power of attorney-Book: AVJENNINGS PROPERTIES LIMITED

BAULKHAM HILLS BC NSW 2153

-No.: 4562 4613 4562 697 987 697

Annexure "A" to Variation or Modification of Restriction on the Use of Land

Parties: By AVJennings Properties Limited (ACN 004 601 503)

Dated: 11 August 2011

A handwritten signature in black ink, appearing to be 'J. Jennings', is written over the page number.

## MALLESONS STEPHEN JAUQUES

I certify that this is a true and correct copy of  
the original document presented before me.

Signed:



Date:

11/08/11

Jessica Wallis, Solicitor

# Deed of Variation - Restriction on Use of Land

Dated 11 August 2011

AVJennings Properties Limited (ACN 004 601 503) ("Registered  
Proprietor")

McIntosh Bros Pty Limited (in liquidation) (ACN 000 024 395) ("Benefited  
Owner")

### Mallesons Stephen Jaques

Level 61  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
Australia  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney  
www.mallesons.com

# **Deed of Variation - Restriction on Use of Land Contents**

<b>Details</b>	<b>1</b>
<b>General terms</b>	<b>2</b>
<b>1 Definitions and interpretation</b>	<b>2</b>
1.1 Definitions	2
1.2 References to certain general terms	2
1.3 Headings	3
<b>2 Consideration</b>	<b>3</b>
<b>3 Variation of Restriction</b>	<b>3</b>
<b>4 General</b>	<b>3</b>
4.1 Variation and waiver	3
4.2 Further steps	3
4.3 Construction	4
4.4 Costs	4
4.5 Counterparts	4
<b>Signing page</b>	<b>5</b>

## Deed of Variation - Restriction on Use of Land Details

<b>Parties</b>		<b>Registered Proprietor, Benefited Owner</b>
<b>Registered Proprietor</b>	<b>Name</b>	<b>AVJennings Properties Limited</b>
	<b>ACN</b>	004 601 503
	<b>Address</b>	Level 3, 11-13 Brookhollow Avenue, Baulkham Hills NSW 2153
	<b>Fax</b>	(02) 9846 6445
	<b>Attention</b>	John Vagulans
<b>Benefited Owner</b>	<b>Name</b>	<b>McIntosh Bros Pty Limited (in liquidation)</b>
	<b>ACN</b>	000 024 395
	<b>Address</b>	c/- Moore Stephens, Chartered Accountants, Level 6, 460 Church Street, Parramatta NSW 2123
	<b>Fax</b>	+61 2 9890 1313
	<b>Attention</b>	Michael Parslow
<b>Recitals</b>	<b>A</b>	A Restriction on the Use of Land is registered on the Land which imposes certain restrictions on the Registered Proprietor for so long as the Benefited Owner is the owner of the Benefited Lots.
	<b>B</b>	The Restriction was created pursuant to the Instrument, which was lodged in connection with the subdivision of certain lots contained in deposited plan 1139483 to create deposited plan 1162239.
	<b>C</b>	As a result of an administrative oversight, the terms of the Restriction, as registered, were not as intended.
	<b>D</b>	The parties have agreed to vary the terms of the Restriction such that they properly reflect the intentions of the parties.
<b>Governing law</b>		New South Wales
<b>Date of deed</b>		See Signing page

# Deed of Variation - Restriction on Use of Land General terms

## 1 Definitions and interpretation

### 1.1 Definitions

These meanings apply unless the contrary intention appears:

**Benefited Lots** means the land comprised in the following Folio Identifiers:

- (a) 2001/1139483; and
- (b) 2005/1162239; and
- (c) 2007/1162239.

**Instrument** means the Instrument in DP 1162239 setting out terms of Easement or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919 registered on the title of the Land.

**Land** means the land comprised in Folio Identifier 2006/1162239.

**Restriction** means the Restriction on Use of the Land thirdly referred to in the Instrument.

### 1.2 References to certain general terms

Unless the contrary intention appears, a reference in this deed to:

- (a) **(variations or replacement)** a document (including this deed) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this deed;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;

- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (i) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (j) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (k) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (l) **(meaning not limited)** the words "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (m) **(reference to any thing)** any thing (including any amount) is a reference to the whole and each part of it.

### 1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

---

## 2 Consideration

This deed is entered into in consideration of the parties incurring obligations and giving rights under this deed and for other valuable consideration.

---

## 3 Variation of Restriction

- (a) The Restriction, as contained in Item 3 of Part 2 of the Instrument, is varied such that the words '*and maintenance*' are deleted.
- (b) The parties agree that they remain bound by and will comply with all of the terms of the Restriction (as amended by this Deed of Variation).

---

## 4 General

### 4.1 Variation and waiver

A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

### 4.2 Further steps

The Registered Proprietor agreed, at the expense of the Benefited Owner, to do anything the Benefited Owner asks (such as obtaining consents, signing and

producing documents and getting documents completed and signed) reasonably necessary:

- (a) to bind the party and any other person intended to be bound under this deed;
- (b) to enable the Benefited Owner to register this document and to exercise its rights in connection with the Benefited Lots; and
- (c) to show whether the party is complying with this deed.

#### **4.3 Construction**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this deed or any part of it.

#### **4.4 Costs**

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this deed.

The Benefited Party agrees to pay registration fees required to register this document with the Land and Property Management Authority.

#### **4.5 Counterparts**

This deed may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument

**EXECUTED** as a deed



**Deed of Variation -  
Restriction on Use of Land**  
Signing page

DATED: 11 August 2011

**Registered Proprietor:**

**SIGNED, SEALED AND  
DELIVERED** by

as attorney for **AVJENNINGS  
PROPERTIES LIMITED ACN 004  
601 503** under power of attorney  
registered book ~~4613~~ no. ~~987~~ in the  
presence of: ~~4562~~ **687**

*Sharmaine Hebbison*  
Signature of witness

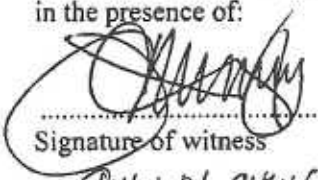
**SHARMAINE HEBBISON**  
Name of witness (block letters)



By executing this deed the attorney  
states that the attorney has received no  
notice of revocation of the power of  
attorney

**Benefited Owner:**

**SIGNED** by **MCINTOSH BROS  
PTY LIMITED (IN LIQUIDATION)**  
by its liquidator **MICHAEL  
RONALD PARSLOW** who states that  
his appointment as liquidator of  
McIntosh Bros Pty Limited is valid and  
subsisting at the date of this document  
in the presence of:

  
Signature of witness

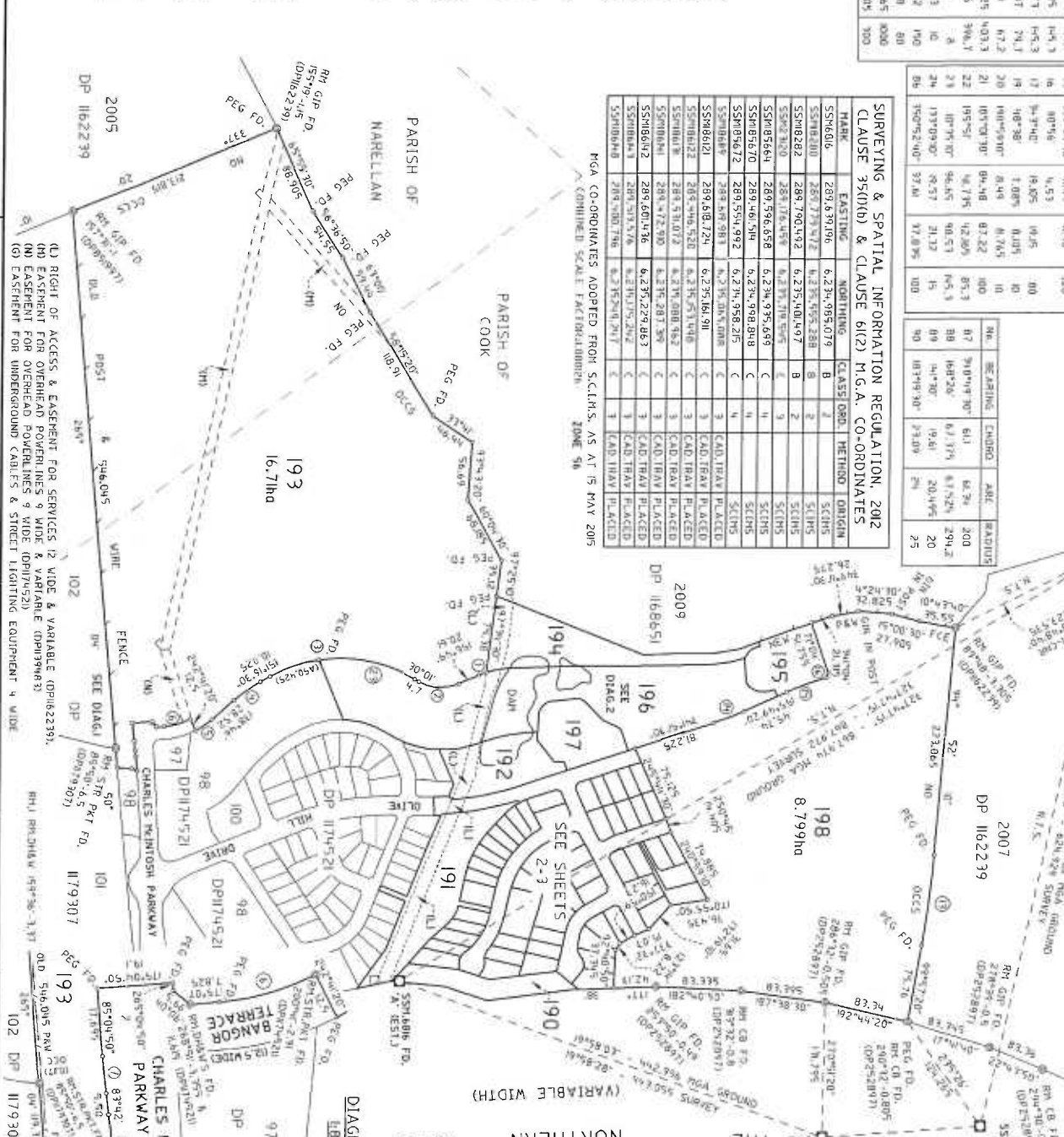
**JOHNNY CHING**  
Name of witness (block letters)

*Michael Ronald Parslow*  
Michael Ronald Parslow

Run	Equilibrating	Chord	ARC	Radial
1a	335° ± 34°	44.9%	41.6%	42.0
1b	300° ± 36°	45.53	44.95	46.0
17	34° ± 37°	18.05	18.09	18.0
18	148° ± 38°	2.05	1.8	10
19	104° ± 39°	8.45	8.765	10
20	104° ± 40°	64.48	63.32	66.0
21	105° ± 41°	64.48	63.32	66.0
22	195° ± 51°	4.75	42.805	85.3
23	107° ± 57°	96.65	91.52	96.3
24	119° ± 60°	38.57	30.31	35
25	150° ± 62°	39.61	37.895	100

[illegible]

40° 24' 32.82"



1500

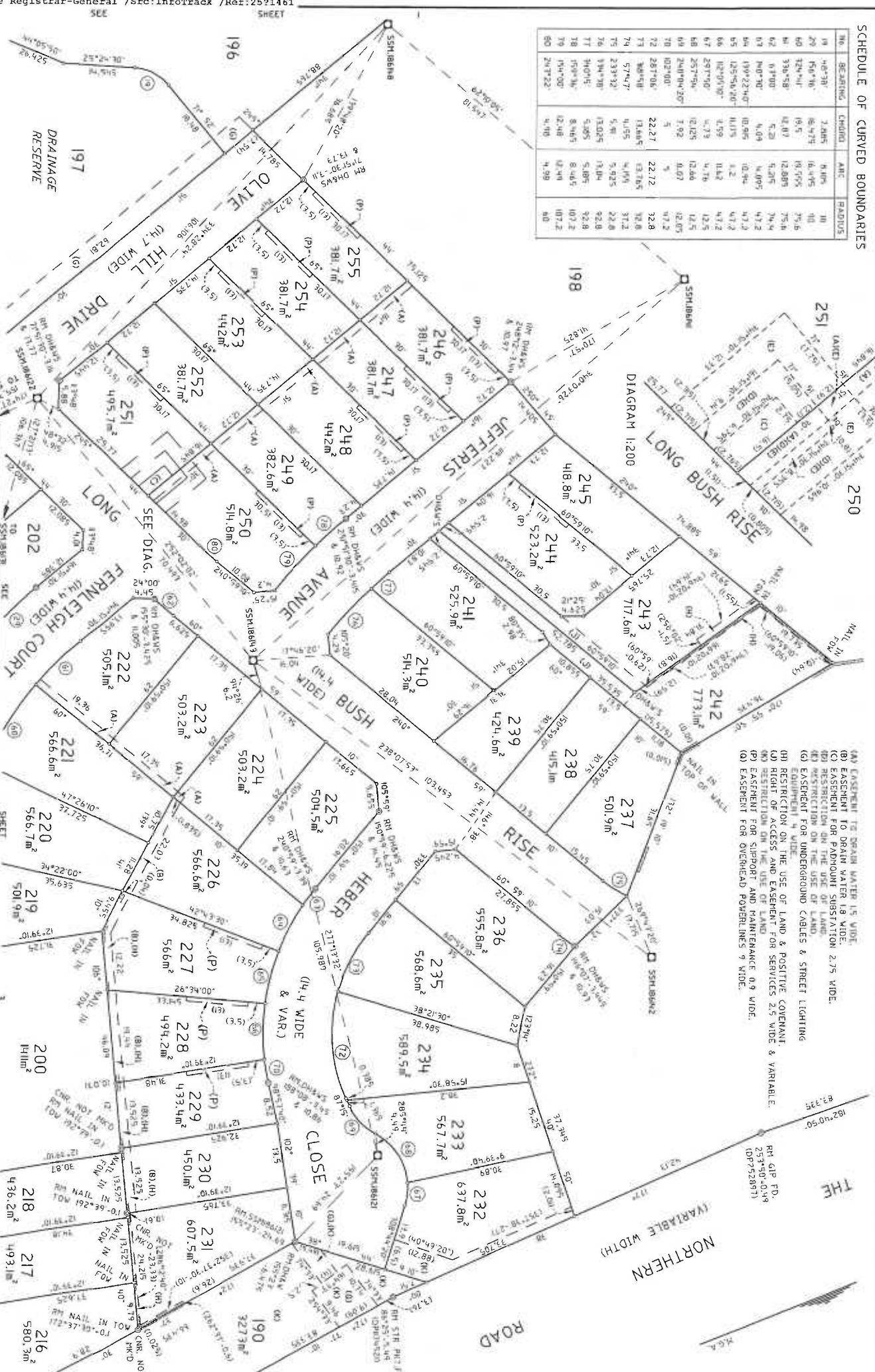
PLAN OF SUBDIVISION OF LOT 96 IN DP117452

Registered  
17.6.2015

DP1193911

## SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
1	N 68° 30' E	7.405	4.105	110
2	S 68° 30' E	16.475	16.475	110
3	N 19° 55' E	16.475	75.14	110
4	S 33° 58' E	12.087	12.087	75.14
5	N 0° 00' E	5.20	5.20	74.4
6	N 40° 30' E	4.00	4.00	41.2
7	N 19° 22' 40" E	10.95	10.94	41.2
8	S 12° 55' 20" E	11.15	11.15	41.2
9	N 12° 55' 20" E	11.15	11.15	41.2
10	S 27° 00' E	4.73	4.73	12.5
11	N 27° 00' E	4.73	4.73	12.5
12	S 27° 00' E	12.125	12.125	12.5
13	N 27° 00' E	12.125	12.125	12.5
14	S 27° 00' E	12.125	12.125	12.5
15	N 27° 00' E	12.125	12.125	12.5
16	S 27° 00' E	12.125	12.125	12.5
17	N 27° 00' E	12.125	12.125	12.5
18	S 27° 00' E	12.125	12.125	12.5
19	N 27° 00' E	12.125	12.125	12.5
20	S 27° 00' E	12.125	12.125	12.5



- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.  
 (B) EASEMENT FOR PAVEMENT 2.75 WIDE.  
 (C) EASEMENT FOR THE USE OF LAND.  
 (D) EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT 4 WIDE.  
 (E) RESTRICTION ON THE USE OF LAND & POSITIVE COVENANT.  
 (F) RIGHT OF ACCESS AND EASEMENT FOR SERVICES 2.5 WIDE & VARIABLE.  
 (G) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE.  
 (H) EASEMENT FOR OVERHEAD POWERLINES 9 WIDE.

Surveyor: Vincent J Kennedy  
 Date of Survey: 22 May 2015  
 Surveyors Ref: 1411-Stage 2

PLAN OF SUBDIVISION OF LOT 96 IN DP1174521

LGA: Camden  
 Locality: Cobbly  
 Subdivision No: 14/201/1435/2  
 Lengths are in metres. Reduction Ratio 1:500



Registrar  
 17.6.2015

DP1193911

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
37	129°25'	9.425	9.43	50
38	302°32'	12.31	12.32	87
39	109°26'	9.4	9.405	50
40	289°17'	12.84	12.85	87
41	102°26'	9.4	9.405	50
42	289°17'	12.84	12.85	87
43	102°26'	9.4	9.405	50
44	289°17'	12.84	12.85	87
45	102°26'	9.4	9.405	50
46	289°17'	12.84	12.85	87
47	102°26'	9.4	9.405	50
48	289°17'	12.84	12.85	87
49	102°26'	9.4	9.405	50
50	289°17'	12.84	12.85	87
51	102°26'	9.4	9.405	50
52	289°17'	12.84	12.85	87
53	102°26'	9.4	9.405	50
54	289°17'	12.84	12.85	87
55	102°26'	9.4	9.405	50
56	289°17'	12.84	12.85	87
57	102°26'	9.4	9.405	50
58	289°17'	12.84	12.85	87
59	102°26'	9.4	9.405	50
60	289°17'	12.84	12.85	87
61	102°26'	9.4	9.405	50
62	289°17'	12.84	12.85	87
63	102°26'	9.4	9.405	50
64	289°17'	12.84	12.85	87
65	102°26'	9.4	9.405	50
66	289°17'	12.84	12.85	87
67	102°26'	9.4	9.405	50
68	289°17'	12.84	12.85	87
69	102°26'	9.4	9.405	50
70	289°17'	12.84	12.85	87
71	102°26'	9.4	9.405	50
72	289°17'	12.84	12.85	87
73	102°26'	9.4	9.405	50
74	289°17'	12.84	12.85	87
75	102°26'	9.4	9.405	50
76	289°17'	12.84	12.85	87
77	102°26'	9.4	9.405	50
78	289°17'	12.84	12.85	87
79	102°26'	9.4	9.405	50
80	289°17'	12.84	12.85	87
81	102°26'	9.4	9.405	50
82	289°17'	12.84	12.85	87
83	102°26'	9.4	9.405	50
84	289°17'	12.84	12.85	87
85	102°26'	9.4	9.405	50
86	289°17'	12.84	12.85	87
87	102°26'	9.4	9.405	50
88	289°17'	12.84	12.85	87
89	102°26'	9.4	9.405	50
90	289°17'	12.84	12.85	87
91	102°26'	9.4	9.405	50
92	289°17'	12.84	12.85	87
93	102°26'	9.4	9.405	50
94	289°17'	12.84	12.85	87
95	102°26'	9.4	9.405	50
96	289°17'	12.84	12.85	87
97	102°26'	9.4	9.405	50
98	289°17'	12.84	12.85	87
99	102°26'	9.4	9.405	50
100	289°17'	12.84	12.85	87

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
191	129°25'	9.425	9.43	50
192	302°32'	12.31	12.32	87
193	109°26'	9.4	9.405	50
194	289°17'	12.84	12.85	87
195	102°26'	9.4	9.405	50
196	289°17'	12.84	12.85	87
197	102°26'	9.4	9.405	50
198	289°17'	12.84	12.85	87
199	102°26'	9.4	9.405	50
200	289°17'	12.84	12.85	87
201	102°26'	9.4	9.405	50
202	289°17'	12.84	12.85	87
203	102°26'	9.4	9.405	50
204	289°17'	12.84	12.85	87
205	102°26'	9.4	9.405	50
206	289°17'	12.84	12.85	87
207	102°26'	9.4	9.405	50
208	289°17'	12.84	12.85	87
209	102°26'	9.4	9.405	50
210	289°17'	12.84	12.85	87
211	102°26'	9.4	9.405	50
212	289°17'	12.84	12.85	87
213	102°26'	9.4	9.405	50
214	289°17'	12.84	12.85	87
215	102°26'	9.4	9.405	50
216	289°17'	12.84	12.85	87
217	102°26'	9.4	9.405	50
218	289°17'	12.84	12.85	87
219	102°26'	9.4	9.405	50
220	289°17'	12.84	12.85	87
221	102°26'	9.4	9.405	50
222	289°17'	12.84	12.85	87
223	102°26'	9.4	9.405	50
224	289°17'	12.84	12.85	87
225	102°26'	9.4	9.405	50
226	289°17'	12.84	12.85	87
227	102°26'	9.4	9.405	50
228	289°17'	12.84	12.85	87
229	102°26'	9.4	9.405	50
230	289°17'	12.84	12.85	87
231	102°26'	9.4	9.405	50
232	289°17'	12.84	12.85	87
233	102°26'	9.4	9.405	50
234	289°17'	12.84	12.85	87
235	102°26'	9.4	9.405	50
236	289°17'	12.84	12.85	87
237	102°26'	9.4	9.405	50
238	289°17'	12.84	12.85	87
239	102°26'	9.4	9.405	50
240	289°17'	12.84	12.85	87
241	102°26'	9.4	9.405	50
242	289°17'	12.84	12.85	87
243	102°26'	9.4	9.405	50
244	289°17'	12.84	12.85	87
245	102°26'	9.4	9.405	50
246	289°17'	12.84	12.85	87
247	102°26'	9.4	9.405	50
248	289°17'	12.84	12.85	87
249	102°26'	9.4	9.405	50
250	289°17'	12.84	12.85	87
251	102°26'	9.4	9.405	50
252	289°17'	12.84	12.85	87
253	102°26'	9.4	9.405	50
254	289°17'	12.84	12.85	87
255	102°26'	9.4	9.405	50
256	289°17'	12.84	12.85	87
257	102°26'	9.4	9.405	50
258	289°17'	12.84	12.85	87
259	102°26'	9.4	9.405	50
260	289°17'	12.84	12.85	87
261	102°26'	9.4	9.405	50
262	289°17'	12.84	12.85	87
263	102°26'	9.4	9.405	50
264	289°17'	12.84	12.85	87
265	102°26'	9.4	9.405	50
266	289°17'	12.84	12.85	87
267	102°26'	9.4	9.405	50
268	289°17'	12.84	12.85	87
269	102°26'	9.4	9.405	50
270	289°17'	12.84	12.85	87

8327m²



(G) EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT 4 WIDE  
 (H) RESTRICTION ON THE USE OF LAND & POSITIVE COVENANT  
 (I) RIGHT OF ACCESS & EASEMENT FOR SERVICES 12 WIDE & VARIABLE (DP1193911)  
 (J) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (DP1193911)  
 (K) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE  
 (L) EASEMENT TO DRAIN WATER VARIABLE WIDTH

Surveyor: Vincent J Kennedy  
 Date of Survey: 22 May 2015  
 Surveyor's Ref: 1411-Stage 2

PLAN OF SUBDIVISION OF LOT 96 IN DP1174521  
 Locality: Cobbley  
 Subdivision No: 14/2011/435/2  
 Lengths are in metres. Reduction Ratio 1:500

Registered  
 17.6.2015

DP1193911



PLAN FORM 6 (2012)WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  17.6.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>		<p>Office Use Only</p> <p>Office Use Only</p> <p><b>DP1193911</b></p>
<p><b>PLAN OF SUBDIVISION OF LOT 96 IN DP1174521</b></p>		<p>LGA: Camden</p> <p>Locality: Cobbitty</p> <p>Parish: Narellan / Cook</p> <p>County: Cumberland</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p>Survey Certificate</p> <p>I, Vincent J Kennedy of Youdale Strudwick &amp; Co. Pty Ltd, Suite 4, 114 Hampden Road, Artarmon NSW 2064,</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 22 May 2015.</p> <p><del>*(b) The part of the land shown in the plan (*being* excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del></p> <p><del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del></p> <p>Signature:  Dated: 3/6/15</p> <p>Surveyor ID: 8366</p> <p>Datum Line: A - B</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey</p>	
<p>Subdivision Certificate</p> <p>I, <u>Jeremy Swan</u></p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: .....</p> <p>Consent Authority: <u>Camden Council</u></p> <p>Date of endorsement: <u>2 June 2015</u></p> <p>Subdivision Certificate number: <u>14/2011/435/2</u></p> <p>File number: .....</p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE JEFFERIS AVENUE, LONG BUSH RISE, HEBER CLOSE AND FERNLEIGH COURT TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE THE EXTENSION OF OLIVE HILL DRIVE TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE RIGHT OF ACCESS AND EASEMENT FOR SERVICES 12 WIDE AND VARIABLE CREATED BY DP1162239. IT IS INTENDED TO CREATE LOTS 195 &amp; 197 AS DRAINAGE RESERVES.</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		<p>Plans used in the preparation of survey/<del>compilation</del>.</p> <p>DP1174521, DP1162239, DP1139483, DP1050999, DP774425, DP252897.</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 1411-STAGE2</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



17.6.2015

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DP1193911

PLAN OF SUBDIVISION OF LOT 96 IN  
DP1174521

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14/2011/435/2

Date of Endorsement: 2 June 2015

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919,  
IT IS INTENDED TO CREATE;

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT TO DRAIN WATER 1.8 WIDE
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 4 WIDE
7. RESTRICTION ON THE USE OF LAND
8. POSITIVE COVENANT
9. RIGHT OF ACCESS 2.5 WIDE AND VARIABLE
10. EASEMENT FOR SERVICES 2.5 WIDE AND VARIABLE
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE
16. RESTRICTION ON THE USE OF LAND
17. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE
18. RESTRICTION ON THE USE OF LAND
19. RESTRICTION ON THE USE OF LAND
20. POSITIVE COVENANT
21. EASEMENT TO DRAIN WATER VARIABLE WIDTH

(ABN 500 04 601 503)

Signed by AV Jennings Properties Limited by their Attorney pursuant to Power of Attorney  
registered Book 4636 No. 233 who declares that he has no notice of revocation of same in the  
presence of;



Signature of Witness



Signature of Attorney

PAUL TARASENKO

Name of Witness

THOMAS ALAN FERGUSON SOUTAR

Name of Attorney

LEVEL 3, 11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-STAGE2

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



17.6.2015

Office Use Only

Office Use Only

DP1193911

PLAN OF SUBDIVISION OF LOT 96 IN  
DP1174521

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14/2011/435/2

Date of Endorsement: 2 June 2015

ANZ Fiduciary Services Pty LTD ABN 91 100 709 493 by its duly authorised Attorney under power of Attorney Book 4580 No. 464

MICHAEL DAWKINS

Name of Attorney

Signature of Attorney

3/6/2015

Date

Signature of Witness

Penny Kakaris

Name of Witness

242 Pitt STREET SYDNEY NSW 2000

Address of Witness

Schedule of addresses not available.

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-STAGE2

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
 RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE  
 COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
 CONVEYANCING ACT, 1919.**

(Sheet 1 of 11)

**Plan: DP1193911**

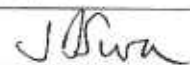
Subdivision of Lot 96 in DP1174521  
 covered by Council Subdivision  
 Certificate No. 14/2011/435/2

**Full name and address of the owner  
 of the land:**

AVJennings Properties Limited.  
 Level 3, 11-13 Brookhollow Avenue  
 Baulkham Hills NSW 2153  
 ABN 50 004 601 503

**PART 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide.(A)	201 222 223 224 246 247 248 249 250	203, 204, 205, 206, 207, 208, 209. 223, 224, 226, 227, 228, 229, 230, 231. 224, 226, 227, 228, 229, 230, 231. 226, 227, 228, 229, 230, 231. 198. 246, 198. 247, 246, 198. 248, 247, 246, 198. 249, 248, 247, 246, 198.
2	Easement to Drain Water 1.8 wide.(B)	191 199 203 205 206 207 208 211 212 213 214 226 227 228 229 230	199, 210, 211, 212, 213, 214, 215. 210. 204, 205, 206, 207, 208, 209. 206, 207, 208, 209. 207, 208, 209. 208, 209. 209. 212, 213, 214, 215. 213, 214, 215. 214, 215. 215. 227, 228, 229, 230, 231. 228, 229, 230, 231. 229, 230, 231. 230, 231. 231.
3	Easement for Padmount Substation 2.75 wide. (C)	251	Endeavour Energy
4	Restriction on the Use of Land	250, 251	Endeavour Energy
5	Restriction on the Use of Land	250, 251	Endeavour Energy

  
 Council Authorised Person



ePlan

(Sheet 2 of 11)


Plan: **DP1193911**

Subdivision of Lot 96 in DP1174521

covered by Council Subdivision

Certificate No. 14/2011/435/2

6	Easement for Underground Cables & Street Lighting Equipment 4 wide.(G)	190, 192, 196, 197.	Endeavour Energy
7	Restriction on the Use of Land	Part of each of lots 199, 203 to 212 incl, 227 to 231 incl, 242, 243	Camden Council
8	Positive Covenant	Part of each of the lots 199, 203 to 212 incl, 227 to 231 incl, 242, 243	Camden Council
9	Right of Access 2.5 Wide & Variable.(J)	242 243	243 242
10	Easement for Services 2.5 Wide & Variable.(J)	242 243	243 242
11	Restriction on the Use of Land	199 to 255 incl.	Camden Council
12	Restriction on the Use of Land	199, 200, 208 to 220 incl, 230 to 234 incl.	Camden Council
13	Restriction on the Use of Land	199 and 203 to 215 incl.	Camden Council
14	Restriction on the Use of Land	190 & part of lot 232.	Camden Council
15	Easement for Overhead Power Lines 9 wide. (Q)	190	Endeavour Energy
16	Restriction on the Use of Land	Each & every lot	Each & every other lot

  
 Council Authorised Person

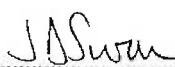
ePlan

(Sheet 3 of 11)

Plan: **DP1193911**

Subdivision of Lot 96 in DP1174521  
 covered by Council Subdivision  
 Certificate No. 14/2011/435/2

17	Easement for Support & Maintenance 0.9 wide (P)	213	212
		214	213
		215	214
		227	226
		228	227
		229	228
		244	245
		246	198
		247	246
		248	247
		250	249
		251	252
		253	254
		254	255
		255	198
18	Restriction on the Use of Land	215, 216 and 231	Camden Council
19	Restriction on the Use of Land	199 and 203 to 215 incl.	Camden Council
20	Positive Covenant	199 and 203 to 215 incl.	Camden Council
21	Easement to Drain Water variable width (R)	204	205, 206, 207, 208, 209.

  
 Council Authorised Person

ePlan

(Sheet 4 of 11)

Plan: **DP1193911**

Subdivision of Lot 96 in DP1174521  
covered by Council Subdivision  
Certificate No. 14/2011/435/2

## PART 2

**Terms of the Easement for Padmount Substation 2.75 wide thirdly referred to in the abovementioned plan.**

An Easement for Padmount Substation designated (C) as set out in Memorandum 9262886 filed at Land and Property Information New South Wales, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

**Terms of the Restriction on the Use of Land fourthly referred to in the abovementioned plan.**

1. No building shall be erected or permitted to remain within the restriction site designated (D) in the abovementioned plan unless:

1.1 The external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and,

1.2 The external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and the owner provides the authority benefited with an engineer's certificate to this effect.

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

3. Definitions:

3.1 "**120/120/120 fire rating**" and "**60/60/60 fire rating**" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

3.2 "**building**" means a substantial structure with a roof and walls and includes any projections from the external walls.

3.3 "**erect**" includes construct, install, build and maintain.

3.4 "**restriction site**" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

  
Council Authorised Person

ePlan

(Sheet 5 of 11)

Plan: **DP1193911**

Subdivision of Lot 96 in DP1174521  
covered by Council Subdivision  
Certificate No. 14/2011/435/Z

**Terms of the Restriction on the Use of Land fifthly referred to in the abovementioned plan.**

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site designated (E) in the abovementioned plan.

2. Definitions:

2.1 "erect" includes construct, install and maintain.

2.2 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

**Terms of the Easement for Underground Cables & Street Lighting Equipment 4 wide sixthly referred to in the abovementioned plan.**

An Easement for Underground Cables & Street lighting equipment 4 wide designated (G) in the above mentioned plan, as set out in Memorandum No. 9262885 registered at Land and Property Information NSW are incorporated in this document with the addition "and street light column and street light equipment" at the end of clause 5.3, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1

**Terms of the Restriction on the Use of Land seventhly referred to in the abovementioned plan.**

1. The registered proprietor of the lot hereby burdened must not, or allow any person to, alter, remove or destroy any part of the retaining wall including any soil, planting or fencing associated with the retaining wall within the area designated (H) in the abovementioned plan without the prior written approval of Camden Council.

2. No buildings or structures shall be permitted to be constructed within, on or over the area designated (H) in the abovementioned plan.

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

The registered proprietor or their assigns shall covenant with Camden Council at all times to maintain the retaining wall and any associated fencing in good order within, on or over the area designated (H) in the abovementioned plan.

  
Council Authorised Person

ePlan

(Sheet 6 of 11)

Plan: **DP1193911**

Subdivision of Lot 96 in DP1174521  
covered by Council Subdivision  
Certificate No. 14/2011/435/2

**Terms of the Restriction on the Use of Land eleventhly referred to in the abovementioned plan.**

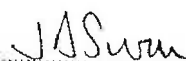
All proposed construction work that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land burdened must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan under "Section 9" in the report titled "Report on Salinity Investigation and Management Plan: Lot 2006 The Northern Road Cobbitty" prepared by Douglas Partners, project 34281.00, dated April 2014.

**Terms of the Restriction on the Use of Land twelfthly referred to in the abovementioned plan.**

No dwelling shall be constructed on the land hereby burdened unless;

1. The architectural noise controls and construction requirements are in accordance with the "treatment type" tabulated in "section 8.2 – Architectural treatments" and "Section 16 – Table of architectural noise control requirements contained within the report 'DA Acoustic Report: Lot 2006 The Northern Road Cobbitty' Project 211 049 dated December 2013 prepared by PKA Acoustic Consulting. For the land hereby burdened, the internal noise levels contained within the current Oran Park Development Control Plan must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.
2. Alternative ventilation is provided. Some facades identified may require windows to be closed (but not necessarily sealed) to meet internal noise criteria. As a result, the provision of alternate ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to rooms identified in "section 8.2 – Architectural treatments" and "Section 16 – Table of architectural noise control requirements contained within the report 'DA Acoustic Report: Lot 2006 The Northern Road Cobbitty' Project 211 049 dated December 2013 prepared by PKA Acoustic Consulting.

Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required. Compliance with the above is to be demonstrated for each dwelling application on the affected lots.

  
Council Authorised Person

ePlan

(Sheet 7 of 11)

Plan: **DP1193911**

Subdivision of Lot 96 in DP1174521  
covered by Council Subdivision  
Certificate No. 14/2011/435/2

**Terms of the Restriction on the Use of Land thirteenthly referred to in the abovementioned plan.**


All dwellings on the land hereby burdened shall be designed with a façade frontage to the Hook Driveway open space area being lot 191 in the abovementioned plan, in accordance with the 'Denbigh Conservation Management Plan' dated August 2008 and the 'Curtillage Study' dated July 2006, by Design 5 Architects.

**Terms of the Restriction on the Use of Land fourteenthly referred to in the abovementioned plan.**

1. No occupation certificate must be issued for a dwelling or other habitable building on the burdened lot unless an acoustic barrier 1.8 metres high has been erected on the lot in accordance with the plan titled 'Acoustic Treatment to The Northern Road' dated May 2013, by JMD Design and associated 'Technical Specification' dated 29 April 2013.
2. The registered proprietor of the burdened lot must allow access to AV Jennings Properties Limited, Camden Council or its authorised agents, for the purpose of erecting the earth mound and/or acoustic fence.
3. Following construction of the earth mound and/or acoustic fence on the burdened lot, no person must alter, remove or destroy any part of the earth mound and/or acoustic fence on the burdened lot within the restriction site designated (K) which forms part of the acoustic barrier without the prior approval of Camden Council and that the landowners or their assigns must maintain the acoustic barrier in good order at all times. If the acoustic barrier is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.

**Terms of the Easement for Overhead Power Lines 9 wide fifteenthly referred to in the abovementioned plan.**

An Easement for Overhead Power Lines 9 wide designated (Q) in the above mentioned plan, as set out in Memorandum No 9262884 registered at Land and Property Information NSW, are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

  
.....  
Council Authorised Person

ePlan

(Sheet 8 of 11)

Plan: **DP1193911**

Subdivision of Lot 96 in DP1174521  
covered by Council Subdivision  
Certificate No. 14/2011/435/2

**Terms of Restriction on the Use of Land sixteenthly referred to in the abovementioned plan.**

For as long as AVJennings Properties Limited or its nominated successors is the registered proprietor of adjacent land, AVJennings Properties Limited will have no liability to contribute to the cost of any boundary fencing or to carry out any fencing work.

**Terms of the Easement for Support & Maintenance 0.9 wide seventeenthly referred to in the abovementioned plan.**

Full and free right and liberty to have the building or any part thereof or any structure appurtenant thereto erected on the dominant tenement supported, upheld and maintained by the soil or any structure erected in that portion of the servient tenement designated (P) in the abovementioned plan, together with the full and free right for the registered proprietor for the time being of the dominant tenement and every person authorised by him or her to enter upon that portion of the servient tenement with any tools, implements or machinery necessary and to remain there for any reasonable time for the purpose of repairing or maintaining any part of the soil or any structures erected in that portion of the servient tenement which has deteriorated or decayed or has been allowed to deteriorate or decay to the extent that the nature of the support has been affected and the registered proprietor for the time being of the servient tenement agrees that he or she will not use or permit to be used that portion of the servient tenement in any manner or for any purpose which may affect or have tendency to affect the stability of the soil or any structures erected in that portion of the servient tenement.

**Terms of Restriction on the Use of Land eighteenthly referred to in the abovementioned plan.**

No fence comprised of materials other than Colorbond, and of a height of no greater than 1,800 millimetres shall be constructed or permitted to remain on or adjacent to the common boundary of the subject land and lot 190.

**Terms of Restriction on the Use of Land nineteenthly referred to in the abovementioned plan.**

No fence other than an open post and three rail hardwood fence with a top rail height no greater than 1,200 millimetres and post height of no greater than 1,350 millimetres shall be constructed or permitted to remain on or adjacent to the common boundary of the subject land and lot 191.

  
Council Authorised Person

ePlan

(Sheet 9 of 11)

Plan: **DP1193911**

Subdivision of Lot 96 in DP1174521  
covered by Council Subdivision  
Certificate No. 14/2011/435/2

**Terms of the Positive Covenant twentiethly referred to in the abovementioned plan.**

For the purpose of landscape maintenance:

- (a) The Registered Proprietor for the time being of the land hereby burdened shall ensure that any and all fencing erected or to be erected on or adjacent to the common boundary of the subject land and lot 191 is not removed or altered in any way and that any such fencing is maintained in good order at all times to the satisfaction of Camden Council.
- (b) The Registered Proprietor for the time being of the land hereby burdened shall also plant or maintain existing plantings of Syzygium Resilience as a hedge positioned immediately inside any and all fencing erected or to be erected on or adjacent to the common boundary of the subject land and lot 191.

**Name of person or authority empowered to release, vary or modify the Easements, Positive Covenants or Restrictions on the Use of Land firstly, secondly, seventhly, eighthly, ninthly, tenthly, eleventhly, twelfthly, thirteenthly, fourteenthly, seventeenthly, eighteenthly, nineteenthly and twentiethly referred to in the abovementioned plan.**

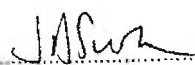
Camden Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release, vary or modify the Easements and Restrictions on the Use of Land thirdly, fourthly, fifthly, sixthly and fifteenthly referred to in the abovementioned plan.**

Endeavour Energy. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release, vary or modify the Restrictions on the Use of Land sixteenthly referred to in the abovementioned plan.**

AVJennings Properties Limited. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

  
Council Authorised Person



ePlan

(Sheet 10 of 11)

Plan: **DP1193911**

Subdivision of Lot 96 in DP1174521  
covered by Council Subdivision  
Certificate No. 14/2011/435/2

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to  
Power of Attorney Book 4677 No.686 in the presence of:



Signature of witness

IAN STEWART COUSIN

Name of witness

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148



Signature of attorney

Name: Helen Smith  
Position: Manager Property & Fleet  
Date of execution: 25 MAY 2015.

Reference: URS13051



Council Authorised Person

ePlan  
(Sheet 11 of 11)

Plan: **DP1193911**

Subdivision of Lot 96 in DP1174521  
covered by Council Subdivision  
Certificate No. 14/2011/435/2

ANZ Fiduciary Services Pty LTD ABN 91 100 709 493 by its duly authorised Attorney under  
power of Attorney Book 450 No. 464

**MICHAEL DAWKINS**

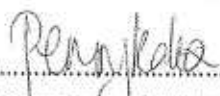
Name of Attorney



Signature of Attorney

31/6/2015

Date



Signature of Witness

**PENNY KAKARIS**

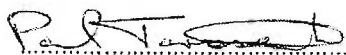
Name of Witness

242 RTT STREET SYDNEY NSW 2000

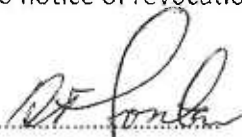
Address of Witness

(ABN 50 004 601 503)

Signed by AV Jennings Properties Limited by their Attorney  
pursuant to Power of Attorney registered Book 4636  
No.233 who declares that he has no notice of revocation  
of same in the presence of;



Signature of Witness



Signature of Attorney

**PAUL TARASENKO**

Name of Witness

**THOMAS ALAN FERGUSON SOUTAR**

Name of Attorney

LEVEL 3 11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153

Address of Witness

REGISTERED



17.6.2015



Council Authorised Person



camden  
council

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

**APPLICANT:** Westside Conveyancing  
PO BOX 102  
Penrith NSW 2751

Certificate number: 20233865  
Reference number: 1295201  
Certificate issue date: 02/06/2025  
Certificate fee: \$69.00  
Applicant's reference: Swain  
Property number: 1181254  
Applicant's email: paula@westsideconveyancing.com.au

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 618 DP: 1231304  
Address: 4 Sand Hill Rise COBBITTY NSW 2570

**BACKGROUND INFORMATION**

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



70 Central Avenue  
Oran Park NSW 2570



mail@camden.nsw.gov.au



PO Box 183  
Camden NSW 2570



www.camden.nsw.gov.au



13 22 63



www.facebook.com/camdenccouncil



ABN: 31117 341764



## **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)**

The land is not within a Local Environmental Plan.



## **DEVELOPMENT CONTROL PLANS (DCPs)**

Oran Park Precinct Development Control Plan 2007, as amended

## **PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

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

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

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

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

## **PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)**

No.

## **DRAFT DEVELOPMENT CONTROL PLANS (DCPs)**

Draft Oran Park Precinct DCP – Housekeeping Amendment

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

## **2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS**

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

(a) ZONE R1 GENERAL RESIDENTIAL - ORAN PARK AND TURNER ROAD PRECINCT PLAN

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

(i) Permitted without consent

Nil

(ii) Permitted with consent

Any other development not specified in item (i) or (iii)

(iii) Prohibited

Agriculture; Airports; Airstrips; Biosolid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities);



Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management 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,

R1 General Residential:

Oran Park and Turner Road Precinct Plan, Section 4.1A, fixes a minimum 300m<sup>2</sup> for the erection of a dwelling house; however, exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m<sup>2</sup> and minimum 225m<sup>2</sup>

(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

No

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

No

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

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

*continued 7.23 determination* means a 7.23 determination that—

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
- (b) has not been repealed as provided by that part.

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

#### **4 COMPLYING DEVELOPMENT**

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

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

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

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

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

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

#### **HOUSING CODE**

Complying development MAY be carried out on the land

#### **RURAL HOUSING CODE**



Complying development MAY be carried out on the land.

### **LOW RISE HOUSING DIVERSITY CODE**

Complying development MAY be carried out on the land.

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

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

### **AGRITOURISM AND FARM STAY ACCOMMODATION 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 NEW 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.

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.

Unknown.

(3) In this section—

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

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

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

## **10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

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

(2) In this section—

*adopted policy* means a policy adopted—

(a) by the council, or

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

### **LAND SLIP**

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

### **BUSH FIRE**

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

### **TIDAL INUNDATION**

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



## **SUBSIDENCE**

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

## **ACID SULFATE SOILS**

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

## **CONTAMINATION**

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

## **AIRCRAFT NOISE**

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

## **SALINITY**

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

## **COASTAL HAZARDS**

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

## **SEA LEVEL RISE**

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

## **11 BUSH FIRE PRONE LAND**

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



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

No.

## 12 LOOSE-FILL ASBESTOS INSULATION

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

No.

## 13 MINE SUBSIDENCE

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

No.

## 14 PAPER SUBDIVISION INFORMATION

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

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

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

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

Not Applicable

## 15 PROPERTY VEGETATION PLANS

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

No.

## 16 BIODIVERSITY STEWARDSHIP SITES

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



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

No.

## **17 BIODIVERSITY CERTIFIED LAND**

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

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

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

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

## **18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

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

No.

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

Not Applicable.

## **20 WESTERN SYDNEY AEROTROPOLIS**

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

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

No.

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

No.

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

Yes, the subject land is shown on the Obstacle Limitation Surface Map.



(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.

Yes, the subject land is located within the 13 kilometre Wildlife Buffer Zone.

## 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.

#### **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

2 June 2025

**Infotrack Pty Limited**

**Reference number: 8004347598**

**Property address: 4 Sand Hill Rise Cobbitty NSW 2570**

## **Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

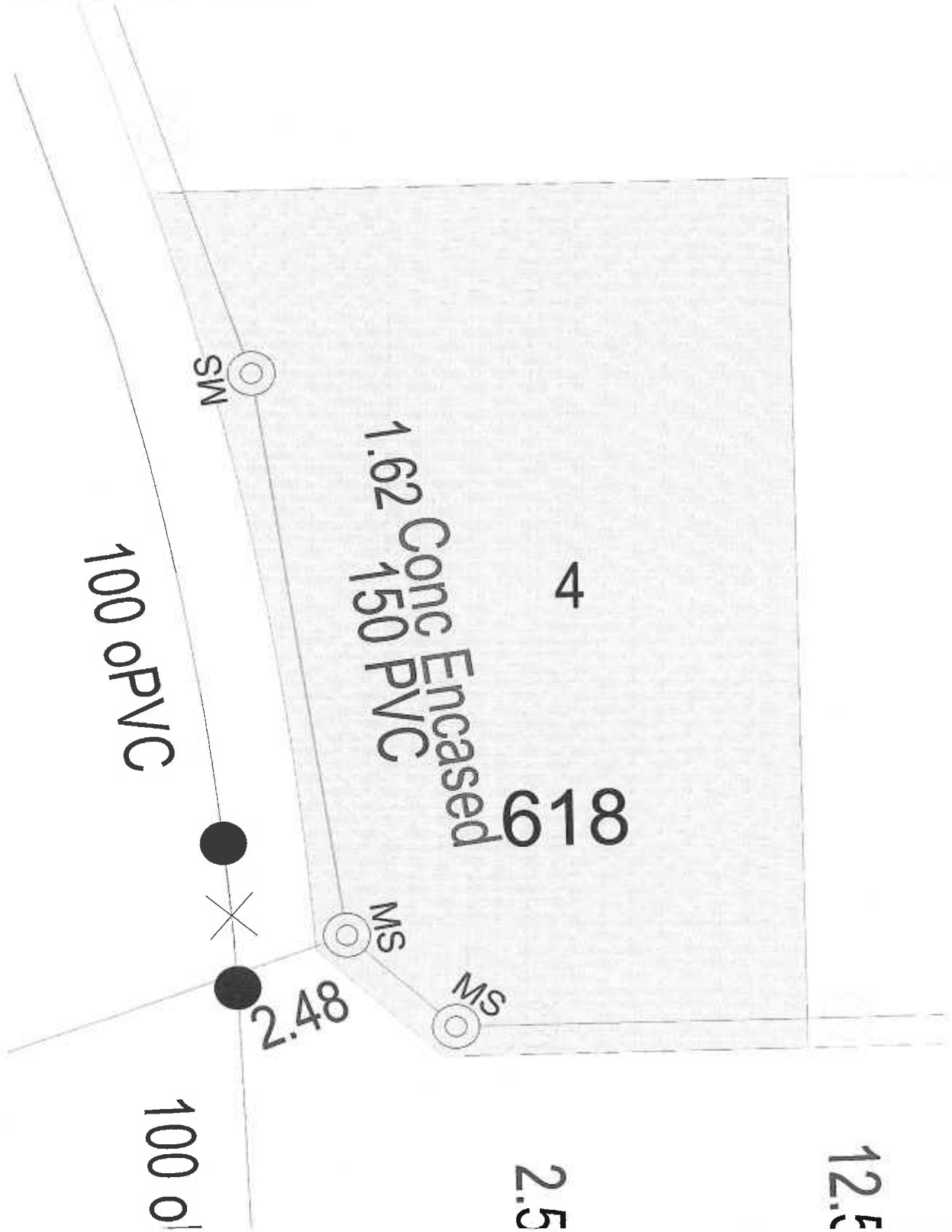
This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

**The Sydney Water team**

**Service Location Print**  
Application Number: 8004347587



Document generated at 02-06-2025 10:30:12 AM

**Disclaimer**

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

# Asset Information

## Legend

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

### Disclaimer

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

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

## Further Information

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

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

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

# Certificate in respect of insurance for residential building work

**Policy No:** HBCF18038724

**Policy Date:** 11/07/2018

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

<b>Period of Insurance</b>	The contract of insurance provides cover for both the construction period and the warranty period.
<b>In respect of</b>	New Single Dwelling Construction
<b>Description of construction as advised by builder^</b>	Two Storey Dwelling with Attached Double Garage
<b>At</b>	Lot 618 Oak Flat Avenue Cobbitty New South Wales 2570
<b>Site plan number^</b>	0
<b>Site plan type^</b>	Deposited Plan
<b>Homeowner</b>	AVJennings Properties Limited
<b>Carried out by</b>	AVJENNINGS PROPERTIES LIMITED
<b>Licence number</b>	39168C
<b>Builder job number^</b>	0196-06-2-0618
<b>Contract amount^</b>	\$275,700.00
<b>Contract date^</b>	Speculative Project - No Contract
<b>Premium paid</b>	\$1,910.60
<b>Cost of additional products or services under contract</b>	Nil - no additional services.
<b>Price (including GST and Stamp Duty)</b> <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$2,290.81

**^Additional information**

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at [www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)

**Certificate No:** HBCF18038724

**Issued on:** 12/07/2018



**Signed on behalf of the insurer**

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

**IMPORTANT NOTE** Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

**icare** HBCF



camden  
council

28 January 2020

AV Jennings Properties Ltd  
PO Box 7207  
BAULKHAM HILLS NSW 2153

DA No: 2018/853/1

CC No: 2018/853/1

### OCCUPATION CERTIFICATE No. 2018/853/1

*Environmental Planning And Assessment Act, 1979*

<b>PROPERTY:</b>	<b>4 Sand Hill Rise COBBITTY LOT: 618 DP: 1231304</b>
<b>DESCRIPTION OF THE BUILDING OR PART OF BUILDING:</b>	<b>New Dwelling - Two Storey</b>
<b>CLASSIFICATION (BCA):</b>	<b>1A</b>
<b>OWNER:</b>	<b>AV Jennings Properties Ltd</b>


#### DECISION OF THE CERTIFYING AUTHORITY:

An occupation certificate allows a person to occupy and use a new building or change the use of an existing building.

 70 Central Ave.  
Oran Park NSW 2570  
 [mail@camden.nsw.gov.au](mailto:mail@camden.nsw.gov.au)

 PO Box 183, Camden 2570  
 [camden.nsw.gov.au](http://camden.nsw.gov.au)

 4654 7777  
 [www.facebook.com/camdenccouncil](https://www.facebook.com/camdenccouncil)

 ABN: 31 117 341 764



**Principal Certifier:**

**Camden Council**

**Certifying Officer/**

**Mr M Kashro**

**Accreditation Number:**

**BPB0971**

Camden Council verifies **that:**

- a current development consent or complying development certificate **is in force** for the building, and
- **in the case of a** building erected pursuant to a development consent **but not a** complying development certificate, that a construction certificate has been issued with respect to the plans and specifications for the building, **and**
- the building is suitable for occupation or use in accordance with its classification under the *Building Code of Australia*, and
- such other matters as are required **by the** regulations to be complied with before such a certificate may be issued have been complied with.

Signature:

Date: 28 January 2020



70 Central Ave,  
Oran Park NSW 2570



PO Box 163, Camden 2570



4654 7777



ABN: 31 117 341 764



mail@camden.nsw.gov.au



camden.nsw.gov.au



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