

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	SIMON PROPERTY CO Shop 2N/351 Oran Park Drive ORAN PARK NSW 2570 Email: simon@simonpropertyco.au	phone 0401 528 262 fax ref Simon Samardzic
co-agent	Not Applicable	phone fax ref
vendor	KEVIN ANTHONY JAMES and POOJA KUMAR 17 McDermott Street, DENHAM COURT NSW 2565	
vendor's solicitor	MARSDENS LAW GROUP Level 1, 49 Dumaresq Street, Campbelltown NSW 2560 PO Box 291, Campbelltown NSW 2560 Email: mwiskich@marsdens.net.au	phone (02) 4626 5077 fax (02) 4626 4826 ref JM:MS1:471640
date of completion	See Special Conditions	
Land (address, plan details and title reference)	17 MCDERMOTT STREET, DENHAM COURT NSW 2565 Registered Plan: Lot 4302 in Deposited Plan 1229980 Folio Identifier 4302/1229980	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> other:	<input checked="" type="checkbox"/> clothes line <input type="checkbox"/> curtains <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> EV charger	<input type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> TV antenna
exclusions				
purchaser				
purchaser's				
<input type="checkbox"/> solicitor				phone
<input type="checkbox"/> conveyancer				fax
				ref
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgment Network ELN (clause 4) PEXA

Manual transaction (clause 30) ☒ NO ☐ yes

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

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

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

Land tax is adjustable ☒ NO ☐ yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

CERTIFICATE

I,

.....

of

.....

certify as follows:-

- (a) I am a Solicitor/Conveyancer currently admitted to practice in New South Wales.
- (b) I am giving this Certificate in accordance with S66W of the Conveyancing Act 1919 with reference to a contract for the sale of property referred to in the Schedule from the vendor to the purchaser in order that there be no cooling off period in relation to that contract.
- (c) I do not act for the Vendor and am not employed in the legal practice of a Solicitor acting for the Vendor nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.
- (d) I have explained to the purchaser
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the vendor.

SCHEDULE

PROPERTY: 17 McDermott Street, Denham Court

VENDOR: Kevin Anthony James And Pooja Kumar

PURCHASER:

PRICE: \$

DATED:

.....

Solicitor/Conveyancer For The Purchaser

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* serving notice of the event happening;
 • every *party* who has the benefit of the provision serving notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

17 MCDERMOTT ST DENHAM COURT NSW 2565

Special Conditions

1 Definitions & Interpretation

1.1 Interpretation

In the event of any inconsistency between the terms of these Special Conditions and the Printed Clauses these Special Conditions will apply to the extent of any inconsistency, including with respect to any defined terms.

1.2 Amendments to Printed Clauses

The Printed Clauses are amended as follows:

- (1) Printed Clause 4.3 is amended by deleting the words “using the nominated ELN, unless the parties otherwise agree” with the words “using Property Exchange Australia Limited (PEXA) as the nominated ELN.”
- (2) Printed Clause 7.1.1 is deleted.
- (3) In Printed Condition 7.1.3 replace the words “14 days” with the words “7 days”.
- (4) Printed Clause 8.1.1 is amended by deleting the words “on reasonable grounds”.
- (5) Printed Clause 8.1.2 is amended by deleting the words “and those grounds”.
- (6) Printed Clauses 10.1.8 and 10.1.9 is amended by replacing the word “substance” with the word “existence”.
- (7) Printed Clause 14.4.2 is deleted.
- (8) Printed Clause 20.6.8 is deleted.
- (9) Printed Clause 4.8 and 30.4 are deleted and replaced with:

“The Purchaser acknowledges that it is a fundamental condition of this Contract that the Vendor will transfer title only to the Purchaser. The Purchaser is not entitled to require the Vendor to transfer the Property by direction to another person, including but not limited to, a subsequent purchaser from the Purchaser. The Purchaser may not make any Claim in relation to anything contained in this clause.”

1.3 Definitions

The following definitions apply to terms used in these Special Conditions:

Authority

means (as appropriate) any:

- (1) federal, state or local government;
- (2) department of any federal, state or local government;
- (3) any court or administrative tribunal; or
- (4) statutory corporation or regulatory body.

Claim

means:

- (1) any claim, allegation, action, demand, cause of action, suit, proceeding, judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law,

	in equity, under statute or otherwise; or
	(2) a party doing any of the following in relation to this Contract or any matter arising from it:
	(a) seeking to rescind this Contract;
	(b) seeking to delay Completion; or
	(c) taking, making or raising any objection or requisition or claim for loss, damage or compensation or other relief.
Completion	means completion of this Contract.
Completion Date	means the date as set out in the Particulars.
Contract	means this contract.
Deposit	means the deposit payable under this Contract as set out in the Particulars.
Encumbrance	means an interest or power:
	(1) reserved in or over an interest in any asset; or
	(2) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating) pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or
	(3) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.
	Encumber means to grant an Encumbrance.
Particulars	means the particulars set out on page 1 of this Contract.
Printed Clauses	means the standard printed clauses adopted by the Law Society of New South Wales and the Real Estate Institute of New South Wales (from time to time) and that form part of this Contract.
Property	means the land and improvements (if any) subject to this Contract.
Purchase Price	means the purchase price for the Property set out in the Particulars.
Purchaser	means the purchaser under this Contract as set out in the Particulars.
Services	Means any existing or proposed water, sewerage, drainage, gas, electricity, telecommunications and other similar installations, services and infrastructure relative to such services.
Special Conditions	means these special conditions.
Vendor	means the vendor under this Contract as set out in the Particulars.

2 Completion Date

The Completion Date of this Contract will be the later of:

- (1) six (6) weeks from the date of the Contract; and
- (2) fourteen (14) days from the date that the Vendor or the Vendor's representative notifies the Purchaser or the Purchaser's representative of their intention to complete the Contract. Such notice cannot require Completion of the Contract at any time before forty-two (42) days from the date of the Contract.

3 Deposit

3.1 Deposit less than 10%

- (1) The Vendor requires the Purchaser to pay the full amount of the Deposit on the date of this Contract.
- (2) If requested by the Purchaser, the Vendor may agree to accept the payment of the Deposit by way of installments as agreed between the parties.
- (3) If paragraph 3.1(2) applies:
 - (a) so much of the Deposit not paid by the Purchaser on the date of this Contract is a liquidated debt due and payable by the Purchaser to the Vendor; and
 - (b) that debt must be repaid to the Vendor on the earlier of:
 - (i) the Vendor becoming entitled to the Deposit under this Contract; and
 - (ii) Completion.

3.2 Release

- (1) In the event that the Vendor is purchasing another property, the Purchaser agrees to release to the Vendor the Deposit or so much of the Deposit as may be required for use by the Vendor as a deposit on the purchase and to pay stamp duty on the other property.
- (2) The Vendor warrants upon release of the Deposit in accordance with the terms of this Special Condition that such deposit will be paid only to the trust account of an estate agent, solicitor, licensed conveyancer and/or to Revenue NSW and will not be further released without the consent of the Purchaser.

4 Interest and Notice to Complete

4.1 Interest

In the event that the Purchaser does not complete the Contract on the Completion Date, it is an essential term of this Contract that the Purchaser must pay to the Vendor interest calculated at the rate of ten per cent (10%) per annum in addition to the Purchase Price:

- (1) on the unpaid balance of the Purchase Price from the date which is the later of the Completion Date and the date on which the Vendor is ready willing and able to complete this Contract; and
- (2) calculated daily and compounded monthly.

4.2 Exception

The Purchaser is not required to pay interest under Special Condition 4.1 for the period after the Completion Date that the Purchaser is ready, willing and able to complete but the Vendor is not.

4.3 Notice to Complete

If Completion does not take place by the Completion Date then:

- (1) the Vendor or Purchaser may, upon expiration of the time for completion, issue a notice to complete making the time for completion, in accordance with such notice, of the essence of this Contract; and
- (2) a period of fourteen (14) days following the date of service upon the Vendor, Purchaser or its solicitors (as applicable) of any such notice to complete is to be deemed to be a reasonable time for completion pursuant to that notice; and
- (3) where the Vendor issues a notice to complete the Purchaser must, in addition to any other money payable in accordance with the terms of this Contract, pay an amount of \$450.00 (plus GST) as an adjustment on Completion and as reimbursement of the Vendor's legal costs in having the notice to complete prepared and served.

5 Agent

5.1 Warranty

The Purchaser warrants that it was not introduced to the Vendor or to the Property by any agent or employee of an agent other than the agent, if any, set out in the Particulars.

5.2 Indemnity

- (1) If:
 - (a) the warranty set out in Special Condition 5.1 is breached; and
 - (b) as a result of that breach the Vendor is liable for the payment of any agent's commission arising from this Contract other than to the agent set out in the Particulars, then

the Purchaser indemnifies the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission.

- (2) If the Purchaser must pay the Vendor any amount under Special Condition 5.2(1) then the amount paid will be deemed to be in addition to the Purchase Price.

6 Adjustment of Outgoings

If there is any error in the adjustment of outgoings required to be made on Completion then:

- (1) either party may, within thirty (30) business days of Completion, serve on the other party a notice setting out the correct calculation of the adjustment and the amount required to rectify the error; and
- (2) the other party must pay any amount required to be paid to rectify the error within thirty (30) business days of being requested to do so by the other party.

7 Settlement Default

If the Purchaser cancels settlement after appropriate arrangements have been made for Completion to take place, the Purchaser must, in addition to any other money payable in accordance with the terms of this Contract, pay an amount of \$250.00 (plus GST) as an adjustment on Completion for each cancellation.

8 No Representations

8.1 General

Subject to the provisions of Section 52A of the *Conveyancing Act 1919* (NSW) the Purchaser acknowledges that:

- (1) it has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract; and
- (2) it has made all such enquires and investigations as he deems appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

8.2 Specific

The Purchaser further acknowledges that the Vendor, nor any person on its behalf has made any representation, promise or warranty as to:

- (1) any past or future income derived from the Property; or
- (2) the suitability of the Property for any particular purpose.

9 Disclosure and Purchaser claims

9.1 Entire Agreement

This Contract contains the entire agreement between the parties in relation to the Property, notwithstanding:

- (1) any negotiations or discussions held between the parties, their representatives or agents; and
- (2) the terms of any sales brochures or other documents issued prior to the execution of this Contract.

9.2 Purchaser acknowledgements

- (1) The Purchaser acknowledges that:
 - (a) it has inspected the subject Property and any inclusions and satisfied itself as to the state and condition of the Property prior to execution of this Contract including without limitation the presence of any contamination; and
 - (b) in reliance on the inspection the Purchaser accepts the Property in its present state and condition including any defects (whether latent or patent and as to quality or title).
- (2) Without limiting the effect of paragraph (1), the Purchaser will make no objection, requisition or Claim in respect of the any matter or thing arising from this Special Condition 9.2 and the Vendor is not obliged to make any renovation or reparation in respect of any defect.

9.3 No warranty as to documents

- (1) The Vendor does not warrant the accuracy or completeness of the matters set out in the documents attached to this Contract or referred to in these Special Conditions.
- (2) The Purchaser cannot make any Claim because of any:
 - (a) matter disclosed or described in this Contract; or
 - (b) document attached to this Contract is incomplete or inaccurate.

9.4 State and Condition of Property

The Purchaser accepts the Property in its present state and condition and acknowledges that they

have made all such enquires and investigations as they deem appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

10 Claim for compensation

Any claim for compensation whether under Printed Clause 7 or otherwise is to be deemed to be a requisition for the purposes of Printed Clause 1.

11 Notices

11.1 Period of Notice

The parties acknowledge that a period of fourteen (14) days is a sufficient period for any notice issued under or pursuant to the provisions of this Contract.

11.2 Method of Service

In addition to the provisions of Printed Clause 20, service of any document under or relating to this Contract may be effected on a party or that party's solicitor:

- (1) if addressed to that party or to that party's solicitor at the respective addresses set out in the Particulars and posted by ordinary pre-paid post in which case service will be deemed to have been effected on the second business day following the date of posting;
- (2) if sent by facsimile transmission to the address shown on the letterhead or elsewhere of that party and/or that party's solicitor as being set aside for the transmission of or receipt of facsimile transmissions; and
- (3) if sent by email to the email address of that party and/or that party's solicitor set out in the Particulars.

11.3 Time for Service by Facsimile

Any notice served by facsimile transmission in accordance with Special Condition 11.2(2), in the absence of proof to the contrary, will be deemed to have been received by the party to whom it was sent on the date of dispatch provided that:

- (1) the recipient's acknowledgment of receipt appears on the sender's copy of the notice, or on the activity record print out of the sender's machine, or the activity record print out of the sender's machine shows a successful transmission of any appropriate size document to the recipient's facsimile machine on the date indicated in the print out; and
- (2) if the time of dispatch is later than 5.00pm in the place to which such facsimile transmission is sent it will be deemed to have been received at the commencement of business on the next business day in that place.

11.4 Time for Service by email

Any notice served by email in accordance with Special Condition 11.2(3) in the absence of proof to the contrary, will be deemed to have been received by the party to whom it was sent on the date of the email being sent provided that:

- (1) the sender does not receive a delivery failure message from the sender's internet service provider within a period of twenty-four (24) hours of the email being sent; and
- (2) if the time of sending is later than 5.00pm in the place to which the email is sent, it will be deemed to have been received at the commencement of business on the next business day in that place.

12 Non-Merger

Any term of this Contract which may operate after Completion does not merge on Completion.

13 Rescission of Contract

If a party is entitled to rescind this Contract the provisions of Printed Clause 19 apply to that rescission.

14 Requisitions

- (1) The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make under Printed Clause 5 are in the form attached as **Annexure 1 (Requisitions)**.
- (2) The Requisitions are deemed to be served the next business day after the date of this Contract.
- (3) The Purchaser may not make any Claim in respect of any answer to the Requisitions.

15 Counterparts and Electronic Signature

15.1 Vendor Disclosure

This Contract may be executed:

- (1) in a number of counterparts and all the counterparts together make one instrument; and/or
- (2) electronically by both parties using Docusign or by exchanging electronic copies of original signatures on this Contract.

15.2 Validity of Contract

- (1) This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
- (2) The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- (3) The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not make a Claim because of anything contained in this clause.

15.3 Compliance with Electronic Transactions Act 2000 (NSW)

The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and any terms and conditions of Docusign, in relation to the execution of this Contract.

16 Auction Conditions

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the

auctioneer's decision is final.

- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by paragraph (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to paragraph (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to those prescribed by paragraphs (1) and (2), are prescribed as applicable to and in respect of 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:
- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) 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.
 - (d) 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.

17 Personal Guarantee

17.1 When this Special Condition applies

This Special Condition 17 only applies where the Purchaser is a corporation, other than a corporation listed on the Australian Stock Exchange.

17.2 Guarantor

For the purposes of this Special Condition, **Guarantor** means the director/s of the Purchaser.

17.3 Personal guarantee

- (1) In consideration of the Vendor entering this Contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:
- (a) the payment of all money payable by the Purchaser under this Contract; and
 - (b) the performance of all the Purchaser's other obligations under this Contract.

-
- (2) The Guarantor also:
- (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 or attempted breach or default by the Purchaser of its obligations under this Contract; and
 - (b) must pay on demand from the vendor any money due to the Vendor under this indemnity.
- (3) The Guarantors, if more than one person and/or entity, are hereby jointly and severally liable with the Purchaser to the Vendor for:
- (a) the Purchaser's performance 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.
- (4) Until the Vendor has received all money payable to it under this Contract and the Purchaser and Guarantor have performed all of their obligations under this Contract, neither the Purchaser nor the Guarantor may:
- (a) claim or receive the benefit of any dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up of a company or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
 - (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the Vendor;
- unless the amount to which the Vendor is entitled will not otherwise be reduced as a result.
- (5) The Guarantor must pay the Vendor, on written demand by or on behalf of the Vendor, all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this Special Condition 17.
- (6) The Guarantor's obligations hereunder are not affected if:
- (a) the Vendor releases or enters into a composition with the Purchaser or a Guarantor if there be more than one Guarantor; and/or
 - (b) a payment made to the Vendor is later avoided; and/or
 - (c) the Vendor assigns or transfers the benefit of this Contract to another or others.
 - (d) If the vendor assigns or transfers the benefit of this Contract, the Guarantor hereby acknowledges and agrees that the transferee receives the benefit of the Guarantor's obligations under this Special Condition 17.
- (7) The Guarantor's obligations under this Special Condition 17 are not released, discharged or otherwise affected by:
- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release (including a release as part of a novation) 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) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;

-
- (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
 - (f) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
 - (g) the winding-up of the Purchaser; or
 - (h) the death of any Guarantor.
- (8) The Guarantor guarantees to the Vendor the payment of all money due by the purchaser to the Vendor on the dates specified in the Contract and the Guarantor must pay that money to the Vendor on the due dates as set out in the Contract.

Executed by Guarantor in the presence of:

Witness (Signature)

Guarantor (Signature)

Name of Witness (Print Name)

Executed by Guarantor in the presence of:

Witness (Signature)

Guarantor (Signature)

Name of Witness (Print Name)

Prescribed Documents



FOLIO: 4302/1229980

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/6/2025	12:19 PM	2	5/12/2018

LAND

LOT 4302 IN DEPOSITED PLAN 1229980
AT DENHAM COURT
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1229980

FIRST SCHEDULE

KEVIN ANTHONY JAMES
POOJA KUMAR
AS JOINT TENANTS (T AN908703)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1229980 EASEMENT FOR MAINTENANCE AND ACCESS 0.9 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1229980 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (12) IN THE S.88B INSTRUMENT
- 4 DP1229980 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT
- 5 DP1229980 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (14) IN THE S.88B INSTRUMENT
- 6 DP1229980 EASEMENT FOR SUPPORT AND ACCESS 0.9 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 7 AN908704 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

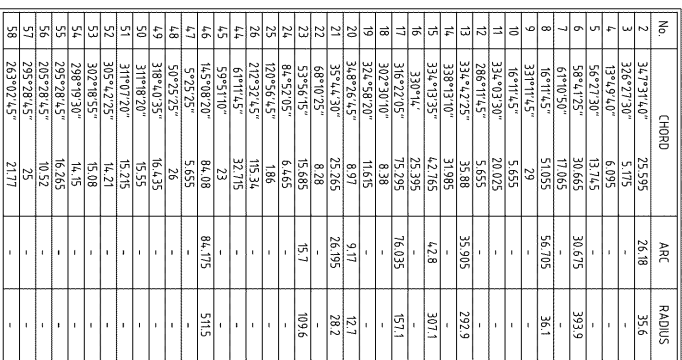
471640...

PRINTED ON 12/6/2025

1

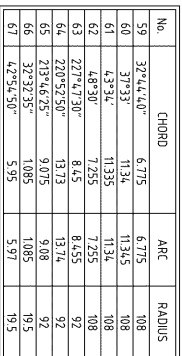
DATUM LINE
1162.104 MGA
SURVEY
1162.361
42°52'22"

SSM 192423 - SSM 192424 - 335°33'00" - 166.546 MGA GROUND - 335°52'59" - 166.544 SURVEY
SSM 192424 - PM 48907 - 324°33'39" - 394.678 MGA GROUND
SSM 192424 - PM 48907 - 324°33'56" - 394.685 SURVEY
PM 48907 - SSM 15690 - 37°44'04" - 751356 MGA GROUND
37°44'04" - 751307 SURVEY



- (v) EASEMENT FOR PIPELINE 2.305 WIDE (INCLD STRIPAS LIND) (DP 496900 WIDE E7P202)
- (vi) EASEMENT FOR UNDERGROUND CABLES 2.5 WIDE (DP 1229957)
- (vii) EASEMENT FOR UNDERGROUND POWER LINES 9 WIDE (DP 1229957)
- (viii) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (DP 1229957)
- (ix) EASEMENT TO DRAIN WATER 1.5 & 6 WIDE (DP 1229977)
- (x) EASEMENT FOR PADMOUNT SUBSTATION 2.15 WIDE (DP 1229827)
- (xi) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.3)
- (xii) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.4)
- (xiii) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.5)
- (xiv) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.6)
- (xv) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.7)
- (xvi) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.8)
- (xvii) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.9)
- (xviii) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.10)
- (xix) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.11)
- (xx) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.12)
- (xxi) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.13)
- (xxii) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.14)
- (xxiii) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.15)
- (xxiv) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.16)
- (xxv) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.17)
- (xxvi) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.18)
- (xxvii) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.19)
- (xxviii) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.20)
- (xxix) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.21)
- (xxx) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.22)
- (xxxi) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.23)
- (xxxx) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.24)
- (xxxxi) RESTRICTION ON THE USE OF LAND (DP 1229827) (NO.25)

DP1229980



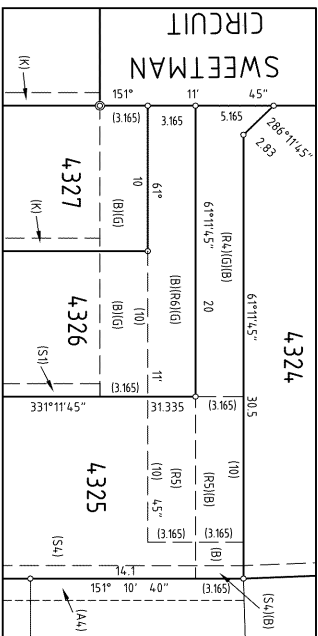


DIAGRAM 2
SCALE N.T.S.

No.	CHORD	ARC	RADIUS
68	14.2°49'	6.79	108
69	14.75°4.25"	12.39	108
70	32.8°39.05"	8.17	92
71	32.3°34.0"	8.115	92
72	32.0°33.15"	2.23	488.5

No.	CHORD	ARC	RADIUS
68	14.2°49'	6.79	108
69	14.75°4.25"	12.39	108
70	32.8°39.05"	8.17	92
71	32.3°34.0"	8.115	92
72	32.0°33.15"	2.23	488.5

[illegible]

- (I2) EXPANDED FOR OVERHEAD POWER LINES 9 WIDE (DP 122975)
- (A1) EXPANSE TO DRAIN WATER 15 WIDE (DP 122977)
- (A4) EXPANSE TO DRAIN WATER 15 WIDE (DP 122977)
- (B1) EXPANSE TO DRAIN WATER 15 WIDE (DP 122979)
- (B6) EXPANSE TO DRAIN WATER 15 & 3.65 MILE & VARIABLE
- (C1) RESTRICTION ON THE USE OF LAND (DP 122979)
- (E6) RESTRICTION ON THE USE OF LAND (DP 122979)
- (G) EXPANSE FOR SERVICES 9.5 mile & VARIABLE
- (K) EXPANSE FOR MAINTENANCE AND ACCESS 0.9 WIDE
- (M) EXPANSE FOR MAINTENANCE AND ACCESS 0.9 WIDE (DP 122979)
- (P4) RIGHT OF CARREYWAY 3.165 MILE & VARIABLE
- (R4) RIGHT OF CARREYWAY 3.165 MILE
- (R6) RIGHT OF CARREYWAY 3.165 WIDE
- (S1) EXPANSE FOR SUPPORT AND ACCESS 0.9 WIDE
- (S4) EXPANSE FOR SUPPORT AND ACCESS 0.9 WIDE (DP 122977)
- (S6) EXPANSE FOR SUPPORT AND ACCESS 0.9 WIDE (DP 122978)
- (V) - y RESTRICTION ON THE USE OF LAND

'x' - 'y' RESTRICTION ON THE USE OF LAND


PLAN OF SUBDIVISION
LOT 4284 IN DP 1229979

L.G.A.: CAMPBELLTOWN
Locality: DENHAM COURT
Subdivision No: 40 of 2018

Registered
15.8.2018

DP1229980


ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Registered:  15.8.2018 Title System: TORRENS		Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1229980</div>	
PLAN OF SUBDIVISION OF LOT 4284 IN DP 1229979		LGA: CAMPBELLTOWN Locality: DENHAM COURT Parish: MINTO County: CUMBERLAND	
Survey Certificate I, SHAUN MICHAEL MAHONEY of Cardno (NSW/ACT), 203 Pacific Hwy, St LEONADS NSW 2065 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 1st November, 2017. *(b) The part of the land shown in the plan (*being Lots 4284 - 4342) 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 20.06.2018. The part not surveyed (being Lot 4343) was compiled in accordance with that Regulation *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: "A" (PM 48908) - "B" (SSM 15690) Type: *Urban/*Rural The terrain is *Level-Undulating / * Steep Mountainous . Signature:  Dated: 3.07.2018 Surveyor Identification No: 8908 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval 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. Signature: Date: File Number: Office:	
 Plans used in the preparation of survey/compilation: DP 1211634 DP 1211635 DP 1215704 DP 1218622 DP 1218627 DP 1229975 DP 1229976 DP 1229977 DP 1229978 DP 1229979		Subdivision Certificate I, FLETCHER RAYNER *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. Signature:  Accreditation number: N/A Consent Authority: CAMPBELLTOWN CITY COUNCIL Date of endorsement: 23 JULY 2018 Subdivision Certificate number: 4.0 of 2018 File number: 3871/2016/DA20/16F *Strike through if inapplicable.	
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF McDERMOTT STREET & THE EXTENSION OF SWEETMAN CIRCUIT TO THE PUBLIC AS PUBLIC ROAD.		Surveyor's Reference: 600319 DP-66 Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:  15.8.2018	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1229980</div>
PLAN OF SUBDIVISION OF LOT 4284 IN DP 1229979	Office Use Only
Subdivision Certificate number: <u>40 of 2018</u> Date of Endorsement: <u>23 JULY 2018</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:

- 1) EASEMENT TO DRAIN WATER 1.5 WIDE (A)
- 2) EASEMENT TO DRAIN WATER 1.5 & 3.165 WIDE & VARIABLE (B)
- 3) EASEMENT FOR SERVICES 9.5 WIDE & VARIABLE (G)
- 4) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (K)
- 5) RIGHT OF CARRIAGEWAY 3.165 WIDE & VARIABLE (R1)
- 6) RIGHT OF CARRIAGEWAY 6.33 WIDE (R2)
- 7) RIGHT OF CARRIAGEWAY 3.165 WIDE (R3)
- 8) RIGHT OF CARRIAGEWAY 3.165 WIDE & VARIABLE (R4)
- 9) RIGHT OF CARRIAGEWAY 6.33 WIDE (R5)
- 10) RIGHT OF CARRIAGEWAY 3.165 WIDE (R6)
- 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) RESTRICTION ON THE USE OF LAND
- 16) EASEMENT FOR SUPPORT AND ACCESS 0.9 WIDE (S1)
- 17) RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 600319 DP-66

ePlan

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:



15.8.2018

Office Use Only

Office Use Only

DP1229980

PLAN OF SUBDIVISION OF LOT 4284 IN
DP 1229979

Subdivision Certificate number: 40 of 2018

Date of Endorsement: 23 JULY 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.

Lot	Street Number	Street Name	Street Type	Locality
4284	24	McDermott	Street	Denham Court
4285	22	McDermott	Street	Denham Court
4286	20	McDermott	Street	Denham Court
4287	18	McDermott	Street	Denham Court
4288	16	McDermott	Street	Denham Court
4289	14	McDermott	Street	Denham Court
4290	12	McDermott	Street	Denham Court
4291	10	McDermott	Street	Denham Court
4292	8	McDermott	Street	Denham Court
4293	6	McDermott	Street	Denham Court
4294	4	McDermott	Street	Denham Court
4295	3	McDermott	Street	Denham Court
4296	5	McDermott	Street	Denham Court
4297	7	McDermott	Street	Denham Court
4298	9	McDermott	Street	Denham Court
4299	11	McDermott	Street	Denham Court
4300	13	McDermott	Street	Denham Court
4301	15	McDermott	Street	Denham Court
4302	17	McDermott	Street	Denham Court
4303	19	McDermott	Street	Denham Court
4304	21	McDermott	Street	Denham Court
4305	3	Sweetman	Circuit	Denham Court
4306	5	Sweetman	Circuit	Denham Court
4307	7	Sweetman	Circuit	Denham Court
4308	9	Sweetman	Circuit	Denham Court
4309	11	Sweetman	Circuit	Denham Court
4310	13	Sweetman	Circuit	Denham Court
4311	15	Sweetman	Circuit	Denham Court
4312	17	Sweetman	Circuit	Denham Court
4313	19	Sweetman	Circuit	Denham Court
4314	21	Sweetman	Circuit	Denham Court
4315	23	Sweetman	Circuit	Denham Court
4316	25	Sweetman	Circuit	Denham Court

Surveyor's Reference: 600319 DP-66

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:  15.8.2018

Office Use Only

Office Use Only

DP1229980

PLAN OF SUBDIVISION OF LOT 4284 IN
DP 1229979

Subdivision Certificate number: 40 of 2018

Date of Endorsement: 23 JULY 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.

Lot	Street Number	Street Name	Street Type	Locality
4317	27	Sweetman	Circuit	Denham Court
4318	29	Sweetman	Circuit	Denham Court
4319	31	Sweetman	Circuit	Denham Court
4320	33	Sweetman	Circuit	Denham Court
4321	35	Sweetman	Circuit	Denham Court
4322	37	Sweetman	Circuit	Denham Court
4323	39	Sweetman	Circuit	Denham Court
4324	41	Sweetman	Circuit	Denham Court
4325	43	Sweetman	Circuit	Denham Court
4326	45	Sweetman	Circuit	Denham Court
4327	47	Sweetman	Circuit	Denham Court
4328	49	Sweetman	Circuit	Denham Court
4329	51	Sweetman	Circuit	Denham Court
4330	53	Sweetman	Circuit	Denham Court
4331	55	Sweetman	Circuit	Denham Court
4332	26	Sweetman	Circuit	Denham Court
4333	24	Sweetman	Circuit	Denham Court
4334	22	Sweetman	Circuit	Denham Court
4335	20	Sweetman	Circuit	Denham Court
4336	18	Sweetman	Circuit	Denham Court
4337	16	Sweetman	Circuit	Denham Court
4338	14	Sweetman	Circuit	Denham Court
4339	12	Sweetman	Circuit	Denham Court
4340	6	Sweetman	Circuit	Denham Court
4341	8	Sweetman	Circuit	Denham Court
4342	10	Sweetman	Circuit	Denham Court
4343	N/A	Commissioners	Drive	Denham Court

If space is insufficient use additional annexure sheet

Surveyor's Reference: 600319 DP-66

ePlan

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:



15.8.2018

Office Use Only

Office Use Only

DP1229980

PLAN OF SUBDIVISION OF LOT 4284 IN
DP 1229979

Subdivision Certificate number: 40 of 2018

Date of Endorsement: 23 July 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.

Executed for and on behalf of
Stockland Development Pty Limited
ACN 000 064 835 by its duly authorised
attorney under Power of Attorney registered
in Book 4624 No. 95 who declares that
he has no notification of revocation of the
said Power of Attorney in the presence of:

Richard Alun Rhydderch

Signature of Witness

ALEX KOELBE
Name of Witness

133 Castlereagh Street, Sydney NSW 2001

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 600319 DP-66

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE 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**

(Sheet 1 of 13 sheets)

Plan: DP1229980

Plan of Subdivision of Lot 4284 in DP 1229979
 covered by Campbelltown City Council
 Subdivision Certificate No. 40 of 2018
 Dated 22 July 2018

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

Stockland Development Pty Ltd
 A.C.N. 000 064 835
 Level 25, 133 Castlereagh Street
 SYDNEY NSW 2000

PART 1 (Creation)

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 lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 Wide (A)	4284 4285 4309 4310 4311 4314 4334 4335 4336 4337 4338 4339 4340	4285 & 4286 4286 4310 & 4311 4309 & 4311 4309 & 4310 4160 – 4168 (Incl.) in DP 1229977 4333 4333 & 4334 4333 – 4335 (Incl.) 4333 – 4336 (Incl.) 4333 – 4337 (Incl.) 4333 – 4338 (Incl.) 4333 – 4339 (Incl.)
2	Easement to Drain Water 1.5 & 3.165 Wide & Variable (B)	4287 4288 4289 4290 4291 4292 4293 4305 4306 4307 4325	4288 – 4294 (Incl.) 4289 – 4294 (Incl.) 4290 – 4294 (Incl.) 4291 – 4294 (Incl.) 4292 – 4294 (Incl.) 4293 & 4294 4294 4306 – 4308 (Incl.) 4307 & 4308 4308 4169 & 4170 in DP1229977, 4326, 4327

3463-5228-0069v11
 (Stage 16F Leppington)

Approved by:
 Campbelltown City Council



 (Authorised Officer)

(Sheet 2 of 13 sheets)

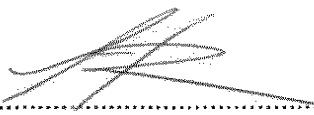
Plan: **DP1229980**

Plan of Subdivision of Lot 4284 in DP 1229979
 covered by Campbelltown City Council
 Subdivision Certificate No. 40 of 2018
 Dated 23 July 2018

		4326 4327	& Part of 4343 Designated "W5" 4325 & 4327 4325 & 4326
3	Easement for Services 9.5 Wide & Variable (G)	4309 4310 4311 4325 4326 4327	4310 & 4311 4309 & 4311 4309 & 4310 4326 & 4327 4325 & 4327 4325 & 4326
4	Easement for Maintenance and Access 0.9 Wide (K)	4284 4285 4286 4287 4288 4289 4290 4291 4292 4293 4296 4297 4298 4299 4303 4304 4305 4306 4309 4310 4313 4314 4317 4318 4319 4320 4321 4322 4327 4328 4330	4285 4286 4287 4288 4289 4290 4291 4292 4293 4294 4295 4296 4297 4298 4302 4303 4306 4307 4310 4311 4314 4315 4318 4319 4320 4321 4322 4323 4326 4327 4329

3463-5228-0069v11
 (Stage 16F Leppington)

Approved by:
 Campbelltown City Council


 (Authorised Officer)

Plan: **DP1229980**

Plan of Subdivision of Lot 4284 in DP 1229979
 covered by Campbelltown City Council
 Subdivision Certificate No. 40 of 2018
 Dated 23 July 2018


		4331 4337 4338 4339 4340 4341	4330 4336 4337 4338 4341 4342
5	Right of Carriageway 3.165 Wide & Variable (R1)	4309	4310 & 4311
6	Right of Carriageway 6.33 Wide (R2)	4309	4310
7	Right of Carriageway 3.165 Wide (R3)	4310	4309 & 4311
8	Right of Carriageway 3.165 Wide & Variable (R4)	4325	4326 & 4327
9	Right of Carriageway 6.33 Wide (R5)	4325	4326
10	Right of Carriageway 3.165 Wide (R6)	4326	4325 & 4327
11	Restriction on the Use of Land	4290 – 4294 (incl.), 4315 – 4322 (incl.), 4330, 4331 & 4334 – 4342 (incl.)	Campbelltown City Council
12	Restriction on the Use of Land	4284 – 4342 (incl.)	Every other lot other than lot 4343
13	Restriction on the Use of Land	4284 – 4342 (incl.)	Every other lot other than lot 4343
14	Restriction on the Use of Land	4295, 4300 – 4304 (incl.), 4309 – 4331 (incl.) & 4340	Campbelltown City Council

3463-5228-0069v11
 (Stage 16F Leppington)

Approved by:
 Campbelltown City Council



(Authorised Officer)



Plan: **DP1229980**

Plan of Subdivision of Lot 4284 in DP 1229979
 covered by Campbelltown City Council
 Subdivision Certificate No. 40 of 2018
 Dated 23 July 2018

15	Restriction on the Use of Land	4285, 4286, 4293 – 4297 (incl.), 4303, 4304, 4327, 4329, 4330 & 4341	Campbelltown City Council
16	Easement for Support and Access 0.9 Wide (S1)	4298, 4299 & 4300 4300 & 4301 4302 4303 & 4304 4325 – 4331 (Incl.) 4326	4308 4307 4306 4305 Part of 4343 Designated "P7" 4325
17	Restriction on the Use of Land	4308 4324	4309 – 4311 (incl.) 4325 – 4327 (incl.)

PART 2 (Terms)

1. Terms of easement, profit à prendre, restriction or positive covenant numbered 1 & 2 in the plan:

An Easement to Drain Water on the terms as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

THE AUTHORITY empowered to release, vary or modify the easement numbered 1 & 2 in the plan is **CAMPBELLTOWN CITY COUNCIL**. The cost and expense of any such release, variation or modification is to be borne by the person or corporation requesting the same in all respects.

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

An Easement for Services on the terms as set out in Part 11 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

THE AUTHORITY empowered to release, vary or modify the easement numbered 3 in the plan is **CAMPBELLTOWN CITY COUNCIL**. The cost and expense of any such release, variation or modification is to be borne by the person or corporation requesting the same in all respects.

3463-5228-0069v11
 (Stage 16F Leppington)

Approved by:
 Campbelltown City Council


 (Authorised Officer)

Plan: **DP1229980**

Plan of Subdivision of Lot 4284 in DP 1229979
covered by Campbelltown City Council
Subdivision Certificate No. 40 of 2018
Dated 23 JULY 2018

3. Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan:

3.1. The owner of the lot benefited may:

- (a) with prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:

- (i) the lot benefited;
- (ii) any structure constructed or to be constructed by the owner of the lot benefited,

which cannot otherwise reasonably be carried out;

- (b) do anything reasonably necessary for that purpose including:

- (i) entering into the lot burdened;
- (ii) taking anything onto the lot burdened; and
- (iii) carrying out the necessary works.

3.2. In exercising the rights under this clause 3, the owner of the lot benefited must:


- (a) ensure that all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage.

3.3. The owner of the lot burdened must not carry out any development or erect any structures within the easement site which will inhibit the use of the easement site by the owner of the lot benefited.

THE AUTHORITY empowered to release, vary or modify the easements and restrictions numbered 4 in the plan is **CAMPBELLTOWN CITY COUNCIL**. The cost and expense of any such release, variation or modification is to be borne by the person or corporation requesting the same in all respects.

3463-5228-0069v11
(Stage 16F Leppington)

Approved by:
Campbelltown City Council


.....
(Authorised Officer)

Plan: **DP1229980**

Plan of Subdivision of Lot 4284 in DP 1229979
covered by Campbelltown City Council
Subdivision Certificate No. 40 of 2018
Dated 23 July 2018

4. Terms of easements, profit à prendre, restrictions or positive covenants numbered 5, 6, 7, 8, 9 & 10 in the plan:

- 4.1. In this easement, "**Easement Site**" means in relation to an Easement, the site of the Easement identified in the Plan.
- 4.2. Subject to the terms of this easement, a Right of Carriageway in the terms of Part 1 Schedule 8 of the Conveyancing Act 1919 as amended is created.
- 4.3. No parking of vehicles or placing of any items is permitted within the Easement Site.
- 4.4. For the purposes of section 88BA of the Conveyancing Act, 1919, the owners for the time being of the lots burdened and the lots benefited must maintain and share the costs of repairing, maintaining, or renewing the driveway structure equally and any dispute which cannot be resolved by agreement must be referred to an arbitrator appointed by the President of the Law Society of New South Wales at the request of any owner and the arbitrator's decision shall be final and binding on the parties.

THE AUTHORITY empowered to release, vary or modify the easements and restrictions numbered 5, 6, 7, 8, 9 & 10 in the plan is **CAMPBELLTOWN CITY COUNCIL**. The cost and expense of any such release, variation or modification is to be borne by the person or corporation requesting the same in all respects.

5. Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan:

No building is to be constructed on the lot hereby burdened which has been filled above its natural or previously excavated level unless the footings and foundations of the building have been designed by a qualified civil/structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Campbelltown City Council.

THE AUTHORITY empowered to release, vary or modify the easements and restrictions numbered 11 in the plan is **CAMPBELLTOWN CITY COUNCIL**. The cost and expense of any such release, variation or modification is to be borne by the person or corporation requesting the same in all respects.

6. Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan:


- 6.1. In this restriction on use of land, the following expressions have the following meaning:

(a) **Stockland** means Stockland Development Pty Limited ACN 000 064 835 and each of its successors and assigns excluding purchasers on sale.

- 6.2. No dividing fence shall be erected on the lot burdened unless it is erected without expense of Stockland, its successors and assigns other than purchasers on sale.

3463-5228-0069v11
(Stage 16F Leppington)

Approved by:
Campbelltown City Council


.....
(Authorised Officer)


Plan: **DP1229980**

Plan of Subdivision of Lot 4284 in DP 1229979
covered by Campbelltown City Council
Subdivision Certificate No. **40 of 2018**
Dated **23 July 2018**

- 6.3. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
- 6.4. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- 6.5. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
- 6.6. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
- 6.7. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale IF:
- (a) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
 - (b) any such sign is painted and/or decorated in its entirety by a professional Signwriter.
- 6.8. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.
- 6.9. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.
- 6.10. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
- 6.11. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:
- (a) not visible from any public road and/or place; or is
 - (b) screened from any public road and/or place in a manner approved by Stockland.

3463-5228-0069v11
(Stage 16F Leppington)

Approved by:
Campbelltown City Council


.....
(Authorised Officer)

Plan: **DP1229980**

Plan of Subdivision of Lot 4284 in DP 1229979
covered by Campbelltown City Council
Subdivision Certificate No. 40 of 2018
Dated 23 July 2018

- 6.12. No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
- 6.13. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 6.14. No Child Care Centre shall be erected or permitted to remain on the lot burdened.

THE PARTY empowered to release, vary or modify the easements and restrictions on the use of land numbered 12 in the plan is **STOCKLAND DEVELOPMENT PTY LIMITED ACN 000 064 835** whilst ever it owns any lot or any part of any lot in the registered plan and after that time **CAMPBELLTOWN CITY COUNCIL**. The cost and expense of any such release, variation or modification is to be borne by the person or corporation requesting the same in all respects.

7. Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan:

7.1. In this restriction on use of land, the following expressions have the following meaning:

- (a) **Design Guidelines** means design guidelines for the carrying out of development on the land the subject of the plan published by Stockland from time to time.
- (b) **Stockland** means Stockland Development Pty Limited ACN 000 064 835 and each of its successors and assigns excluding purchasers on sale.

- 7.2. No building shall be constructed on the lot burdened unless the dwelling to be constructed, external materials, colours and finishes including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the Design Guidelines.
- 7.3. No driveway shall be constructed on the lot burdened unless such driveway is constructed of materials and is of a colour which complies with the Design Guidelines published by Stockland from time to time.
- 7.4. No garage shall be erected forward of the main dwelling façade on the lot burdened unless the garage design complies with the Design Guidelines published by Stockland from time to time.
- 7.5. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless it complies with the requirements of the Design Guidelines published by Stockland from time to time.

THE PARTY empowered to release, vary or modify the easements and restrictions on the use of land numbered 13 in the plan is **STOCKLAND DEVELOPMENT PTY LIMITED ACN 000 064 835** whilst ever it owns any lot or any part of any lot in the registered plan and after that time **CAMPBELLTOWN CITY COUNCIL**. The cost and expense of any such release, variation or modification is to be borne by the person or corporation requesting the same in all respects.

3463-5228-0069v11
(Stage 16F Leppington)

Approved by:
Campbelltown City Council


(Authorised Officer)

Plan: **DP1229980**

Plan of Subdivision of Lot 4284 in DP 1229979
covered by Campbelltown City Council
Subdivision Certificate No. 40 of 2018
Dated 23 July 2018

8. Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan:

No building shall be erected or shall be allowed to remain on the lot burdened unless the floor level of any habitable room is constructed not less than 300mm above the finished ground levels adjacent to those rooms.

THE AUTHORITY empowered to release, vary or modify the easements and restrictions numbered 14 in the plan is **CAMPBELLTOWN CITY COUNCIL**. The cost and expense of any such release, variation or modification is to be borne by the person or corporation requesting the same in all respects.

9. Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan:

No development shall be carried out on the lot hereby burdened unless in accordance with:

- (a) the specified Building Envelope Plan held on Campbelltown City Council File of DA DA3871/2016 determined in accordance with Campbelltown City Council Growth Centre Precincts Development Control Plan 2010; or
- (b) the building envelope determined in accordance with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

THE PARTY empowered to release, vary or modify the easements and restrictions on the use of land numbered 15 in the plan is **CAMPBELLTOWN CITY COUNCIL**. The cost and expense of any such release, variation or modification is to be borne by the person or corporation requesting the same in all respects.

10. Terms of easement, profit à prendre, restriction or positive covenant numbered 16 in the plan:

10.1. In this Easement, the following terms mean:

Footings means the footings of the Retaining Wall

Retaining Wall means the retaining wall located on the Lots Benefited.

10.2. The owner of Lot Benefited:

- (a) may insist that the Footings that are located within the Easement Site on the Lot Burdened remain;
- (b) must keep the Footings in good repair and safe condition; and
- (c) may do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;

3463-5228-0069v11
(Stage 16F Leppington)

Approved by:
Campbelltown City Council


.....
(Authorised Officer)

Plan: **DP1229980**

Plan of Subdivision of Lot 4284 in DP 1229979
covered by Campbelltown City Council
Subdivision Certificate No. 40 of 2018
Dated 23 July 2018

(ii) taking anything onto the Lot Burdened; and

(iii) carrying out work.

10.3. The Owner of the Lot Burdened grants to the Owner of the Lot Benefited a right of support over that part of the Lot Burdened containing the Easement Site for the purpose of supporting the Retaining Wall.

10.4. The Owner of the Lot Burdened must:

- (a) not do anything which will detract from the support of the Retaining Wall; and
- (b) allow the Owner of the Lot Benefited to enter that part of the Lot Burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to the Retaining Wall including to ensure the support of the Retaining Wall and the Lot Benefited is maintained.

10.5. The Owner of the Lot Benefited:

- (a) must keep the Retaining Wall in good repair and safe condition; and
- (b) may do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work

10.6. The Owner of the Lot Benefited, in exercising its rights under this Easement must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the Lot Burdened;
- (c) restore the Lot Burdened as nearly as practicable to its former condition; and
- (c) make good any collateral damage.

10.7. Except when urgent work is required, the Owner of the Lot Benefited must:

- (a) give the Owner of the Lot Burdened reasonable notice of intention to enter the Lot Burdened; and
- (b) only enter the Lot Burdened during times reasonably agreed with the Owner of the Lot Burdened.

Plan: **DP1229980**

Plan of Subdivision of Lot 4284 in DP 1229979
covered by Campbelltown City Council
Subdivision Certificate No. 40 of 2018
Dated 23 July 2018

THE PARTY empowered to release, vary or modify the easements and restrictions on the use of land numbered 16 in the plan is **CAMPBELLTOWN CITY COUNCIL**. The cost and expense of any such release, variation or modification is to be borne by the person or corporation requesting the same in all respects.

11. Terms of easement, profit à prendre, restriction or positive covenant numbered 17 in the plan:

- 11.1. In this restriction "**bin collection area**" means areas denoted 'x' – 'y' on the Plan adjacent to the lot burdened.
- 11.2. Owners and occupiers of the lots benefited must not place their bin for collection other than in the designated bin collection area.
- 11.3. The owner of lot 4308 acknowledges the designated bin collection area will house bins for lots 4309, 4310 and 4311 inclusive and will contain up to 2 bins per lot.
- 11.4. The owner of lot 4324 acknowledges the designated bin collection area will house bins for lots 4325, 4326 and 4327 inclusive and will contain up to 2 bins per lot.

THE PARTY empowered to release, vary or modify the easements and restrictions on the use of land numbered 17 in the plan is **CAMPBELLTOWN CITY COUNCIL**. The cost and expense of any such release, variation or modification is to be borne by the person or corporation requesting the same in all respects.

3463-5228-0069v11
(Stage 16F Leppington)


Approved by:
Campbelltown City Council


.....
(Authorised Officer)

Plan: **DP1229980**

Plan of Subdivision of Lot 4284 in DP 1229979
covered by Campbelltown City Council
Subdivision Certificate No. 40 of 2018
Dated 23 July 2018


Executed for and on behalf of **Stockland**)
Development Pty Limited ACN 000 064 835)
by its duly authorised attorney under Power of)
Attorney registered in Book 4624 No. 95)
who declares that he has no notice of the)
revocation of the said Power of Attorney in the)
presence of:)


.....
Signature of Witness

ALEX KOERBER
.....
Name of Witness (print)

133 CASTLEREAGH STREET
.....
SYDNEY NSW 2001
.....

.....
Address of Witness (print)


.....
Signature of Attorney

RICHARD ALUN RHYDDERCH
.....
Name of Attorney (print)



(Sheet 13 of 13 sheets)

Plan: **DP1229980**

Plan of Subdivision of Lot 4284 in DP 1229979
covered by Campbelltown City Council
Subdivision Certificate No. 40 of 2018
Dated 23 July 2018

Campbelltown City Council by its authorised delegate pursuant to s.377 of Local Government Act
1993 No 30


.....
Signature of Delegate

FLETCHER RAYNER
.....
Name of Delegate (print)

I certify that I am an eligible witness and that the delegate signed in my presence


.....
Signature of Witness

ANDREW MACGEE
.....
Name of Witness (print)

91 QUEEN STREET
.....
CAMPBELLTOWN NSW 2560
.....
Address of Witness

Issue Date: 13 June 2025
Application Number: 202502474
Receipt Number: 6656819

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Your Reference: 471640:61180

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

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

Property Address: 17 McDermott Street
DENHAM COURT NSW 2565

Property Description: Lot 4302 DP 1229980

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

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

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

Planning Instrument: SEPP (Precincts - Western Parkland City) 2021

Effect: R2 Low Density Residential

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

Local environmental plan (LEP)

None

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

State environmental planning policies (SEPPs)

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

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

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

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

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

Draft local environmental plans (LEPs)

An amendment to Clause 4.4 of Campbelltown LEP 2015 has been exhibited. For more information, please visit Council's website and search 'Clause 4.4 Floor Space Ratio'.

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

Draft State environmental planning policies (SEPPs)

None

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

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

Campbelltown (Sustainable City) DCP 2015

Campbelltown Growth Centres Precinct (East Leppington) DCP 2013

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

ITEM 2 – Zoning and land use under relevant planning instruments

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

R2 Low Density Residential

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

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

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

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

ITEM 3 – Contribution plans

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

Campbelltown Local Infrastructure Contributions Plan 2018 (Amendment 1)

Council has entered into a voluntary planning agreement under section 7.4 of the Environmental Planning and Assessment Act 1979 with the developer for the East Leppington (Willowdale) Project.

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

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

ITEM 4 – Complying development

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

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

Housing Code – on all of the land

Low Rise Housing Diversity Code – on all of the land

Greenfield Housing Code – on all of the land

Container Recycling Facilities Code – on all of the land

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

Rural Housing Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

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

Fire Safety Code – on all of the land

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

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

Not applicable

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

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

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

ITEM 5 – Exempt development

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

- Division 1 General Code

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

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

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

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
 - 1.16(E1) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
 - 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
 - 1.16A within 18 kilometres of Siding Spring Observatory
- (2) Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.
- (3) Campbelltown City Council does not have sufficient information to ascertain whether the land has a restriction applying to it that may not apply to all of the land.

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

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

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

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

ITEM 6 – Affected building notices and building product rectification orders

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

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

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

ITEM 7 – Land reserved for acquisition

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

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

ITEM 8 – Road widening and road realignment

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

ITEM 9 – Flood related development controls

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

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

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

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

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

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

- (a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's City Development team to ascertain any specific requirements.
- (b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.
- (c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.

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

- (d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.
- (e) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

ITEM 11 – Bush fire prone land

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

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

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

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

ITEM 12 – Loose-fill asbestos insulation

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

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

ITEM 13 – Mine subsidence

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

ITEM 14 – Paper subdivision information

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

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

ITEM 15 – Property vegetation plans

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

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

ITEM 16 – Biodiversity stewardship sites

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

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

ITEM 17 – Biodiversity certified land

The land subject of this certificate is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016. However, the land subject of this certificate was defined as subject land under Schedule 7, Part 7 (Biocertification of Sydney Region Growth Centres SEPP and related EPIs) of the Threatened Species Conservation Act 1995.

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

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

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

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

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

ITEM 20 – Western Sydney Aerotropolis

Land subject of this certificate is affected by Clause 4.22 of the State Environmental Planning Policy (Precincts—Western Parkland City) 2021, being the Obstacle Limitation Surface map.

ITEM 21 – Development consent conditions for seniors housing

- a) No current site compatibility certificate (seniors housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

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

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

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

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

ITEM 23 – Water or sewerage services

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

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

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

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

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



Jim Baldwin, per
Director City Development

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

Schedule 10 Campbelltown Growth Centres Precinct Plan

Part 1 Preliminary

Note. The *Standard Instrument (Local Environmental Plans) Order 2006* sets out matters to be included in standard local environmental plans. While this Precinct Plan is not a standard local environmental plan, it is generally consistent with standard plans. A number of clauses from the *Standard Instrument (Local Environmental Plans) Order 2006* have been included in this Precinct Plan and the clause numbering from that Order has been retained. This means that the numbering in this Precinct Plan may contain some gaps. Additional provisions have been inserted and are numbered accordingly.

1.1 Name of Precinct Plan

This Precinct Plan is the *Campbelltown Growth Centres Precinct Plan 2013*.

1.2 Aims of Precinct Plan

The aims of this Precinct Plan are as follows:

- (a) to make development controls for land that will ensure the creation of quality environments and good design outcomes,
- (b) to protect and enhance environmentally sensitive natural areas and cultural heritage,
- (c) to provide for recreational opportunities,
- (d) to provide for multifunctional and innovative development that encourages employment and economic growth,
- (e) to promote housing choice and affordability,
- (f) to provide for sustainable development,
- (g) to promote pedestrian and vehicle connectivity.

1.3 Land to which Precinct Plan applies

This Precinct Plan applies to land within the East Leppington Precinct as shown on the Land Application Map.

Note. The Land Application Map differs from the Precinct Boundary Map and, as such, this Precinct Plan does not apply to all the land within the East Leppington Precinct (as shown on the Precinct Boundary Map).

1.4 Definition

In this Precinct Plan, **Council** means Campbelltown City Council.

Note. The Dictionary at the end of this State environmental planning policy defines words and expressions for the purposes of this Precinct Plan, including the relevant maps.

1.5 Notes

Notes in this Precinct Plan are provided for guidance and do not form part of this Plan.

1.6 Consent authority

The consent authority for the purposes of this Precinct Plan is (subject to the Act) the Council.

1.8 Repeal of other local planning instruments applying to land

- (1) All local environmental plans and deemed environmental planning instruments applying only to the land to which this Precinct Plan applies are repealed.
- (2) All local environmental plans and deemed environmental planning instruments applying to the land to which this Precinct Plan applies and to other land cease to apply to the land to which this Precinct Plan applies.

Note. *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* ceases to apply to the land to which this Precinct Plan applies.

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

- (3) This clause does not affect the operation of other provisions of this State environmental planning policy.

1.8A Savings provision relating to pending development applications

If a development application has been made before the commencement of this Precinct Plan in relation to land to which this Precinct Plan applies and the application has not been finally determined before that commencement, the application must be determined as if this Precinct Plan had not commenced.

1.9 Application of SEPPs

- (1) This Precinct Plan is subject to the provisions of any State environmental planning policy that prevails over this Precinct Plan as provided by section 36 of the Act.
- (2) *State Environmental Planning Policy No 1—Development Standards* does not apply to the land to which this Precinct Plan applies.

1.9A Suspension of covenants, agreements and instruments

- (1) For the purpose of enabling development on land in any zone to be carried out in accordance with this Precinct Plan or with a consent granted under the Act, any agreement, covenant or other similar instrument that restricts the carrying out of that development does not apply to the extent necessary to serve that purpose.
- (2) This clause does not apply:
- (a) to a covenant imposed by the Council or that the Council requires to be imposed, or
 - (b) to any prescribed instrument within the meaning of section 183A of the *Crown Lands Act 1989*, or
 - (c) to any conservation agreement within the meaning of the *National Parks and Wildlife Act 1974*, or
 - (d) to any Trust agreement within the meaning of the *Nature Conservation Trust Act 2001*, or
 - (e) to any property vegetation plan within the meaning of the *Native Vegetation Act 2003*, or
 - (f) to any biobanking agreement within the meaning of Part 7A of the *Threatened Species Conservation Act 1995*, or
 - (g) to any planning agreement within the meaning of Division 6 of Part 4 of the Act.
- (3) This clause does not affect the rights or interests of any public authority under any registered instrument.
- (4) Under section 28 of the Act, the Governor, before the making of this clause, approved of subclauses (1)–(3).

Part 2 Permitted or prohibited development

2.1 Land use zones

The land use zones under this Precinct Plan are as follows:

Residential Zones

R2 Low Density Residential

R3 Medium Density Residential

Business Zones

E1 Local Centre

MU1 Mixed Use

Special Purpose Zones

SP2 Infrastructure

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

Recreation Zones

RE1 Public Recreation

Environment Protection Zones

C2 Environmental Conservation

C3 Environmental Management

2.2 Zoning of land to which Precinct Plan applies

For the purposes of this Precinct Plan, land is within the zones shown on the Land Zoning Map.

2.3 Zone objectives and Land Use Table

- (1) The Land Use Table at the end of this Part specifies for each zone:
 - (a) the objectives for development, and
 - (b) development that may be carried out without consent, and
 - (c) development that may be carried out only with consent, and
 - (d) development that is prohibited.
- (2) The consent authority must have regard to the objectives for development in a zone when determining a development application in respect of land within the zone.
- (3) In the Land Use Table at the end of this Part:
 - (a) a reference to a type of building or other thing is a reference to development for the purposes of that type of building or other thing, and
 - (b) a reference to a type of building or other thing does not include (despite any definition in this Policy) a reference to a type of building or other thing referred to separately in the Table in relation to the same zone.
- (4) This clause is subject to the other provisions of this Precinct Plan.

Notes.

- 1 Schedule 1 sets out additional permitted uses for particular land.
- 2 Clause 2.6 requires consent for subdivision of land.
- 3 Part 5 contains other provisions that require consent for particular development.
- 4 Part 6 sets out additional permitted uses for particular land.

2.4 Unzoned land

- (1) Development may be carried out on unzoned land only with consent.
- (2) Before granting consent, the consent authority:
 - (a) must consider whether the development will impact on adjoining zoned land and, if so, consider the objectives for development in the zones of the adjoining land, and
 - (b) must be satisfied that the development is appropriate and is compatible with permissible land uses in any such adjoining land.

2.5 Additional permitted uses for particular land

- (1) Development on particular land that is described or referred to in Schedule 1 to this Appendix may be carried out:
 - (a) with consent, or
 - (b) if the Schedule so provides—without consent,in accordance with the conditions (if any) specified in that Schedule in relation to that development.
- (2) This clause has effect despite anything to the contrary in the Land Use Table at the end of this Part or any other provision of this Precinct Plan.

2.6 Subdivision—consent requirements

Land to which this Precinct Plan applies may be subdivided, but only with consent.

Note. *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* specifies certain subdivision development as exempt development.

2.7 Demolition

The demolition of a building or work may be carried out only with consent.

Note. The demolition of certain buildings and works is identified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* as exempt development.

2.8 Temporary use of land

- (1) The objective of this clause is to provide for the temporary use of land if the use does not compromise future development of the land, or have detrimental economic, social, amenity or environmental effects on the land.
- (2) Despite any other provision of this Precinct Plan, development consent may be granted for development on land in any zone for a temporary use for a maximum period of 52 days (whether or not consecutive days) in any period of 12 months.
- (3) Development consent must not be granted unless the consent authority is satisfied that:
 - (a) the temporary use will not prejudice the subsequent carrying out of development on the land in accordance with this Precinct Plan and this or any other applicable environmental planning instrument, and
 - (b) the temporary use will not adversely impact on any adjoining land or the amenity of the neighbourhood, and
 - (c) the temporary use and location of any structures related to the use will not adversely impact on environmental attributes or features of the land, or increase the risk of natural hazards that may affect the land, and
 - (d) at the end of the temporary use period, the site will, as far as is practicable, be restored to the condition in which it was before the commencement of the use.
- (4) Despite subclause (2), the temporary use of a dwelling as a sales office for a new release area or a new housing estate may exceed the maximum number of days specified in that subclause.
- (5) Subclause (3)(d) does not apply to the temporary use of a dwelling as a sales office mentioned in subclause (4).
- (6) This clause does not prescribe a development standard that may be varied under this Precinct Plan.

Land Use Table

Note. Part 6 of this Precinct Plan sets out local provisions which include additional permissible land uses and heads of consideration for assessment.

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow people to carry out a reasonable range of activities from their homes where such activities are not likely to adversely affect the living environment of neighbours.

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

- To support the well-being of the community by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.
- To provide a diverse range of housing types to meet community housing needs within a low density residential environment.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To support the well-being of the community by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a medium density residential environment.
- To provide for a variety of housing types, including residential flat buildings, within a medium density residential environment.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Studio dwellings; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industries; Information and education facilities; Marinas; Moorings; Mortuaries; Office premises; Passenger transport

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

facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Retail premises; Rural supplies; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wholesale supplies

Zone E1 Local Centre

1 Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To provide for residential development that contributes to the vitality of the local centre.
- To ensure that residential development within the centre does not detract from the primary function of the centre being to provide for retail, business, entertainment and community uses.
- To facilitate active retail, commercial, entertainment and community facility uses at ground level of mixed use developments.
- To encourage development that will contribute to economic growth and the creation of employment opportunities within the City of Campbelltown.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Boarding houses; Business premises; Car parks; Child care centres; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Office premises; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Retail premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Boat repair facilities; Boat sheds; Bulky goods premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Forestry; Freight transport facilities; Home occupations (sex services); Industries; Marinas; Moorings; Mortuaries; Recreation facilities (major); Research stations; Residential accommodation; Restricted premises; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wholesale supplies

Zone MU1 Mixed Use

1 Objectives of zone

- To provide a mixture of compatible land uses.

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

- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To provide for residential development that contributes to the vitality of the local centre.
- To ensure that residential development adjacent to the local centre does not detract from the primary function of the centre being to provide for retail, business, entertainment and community uses.
- To facilitate active retail, commercial, entertainment and community uses at ground level of mixed use developments.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Backpackers' accommodation; Boarding houses; Business premises; Child care centres; Community facilities; Educational establishments; Entertainment facilities; Function centres; Health services facilities; Hostels; Hotel or motel accommodation; Information and education facilities; Multi dwelling housing; Office premises; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Retail premises; Roads; Seniors housing; Serviced apartments; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Boat repair facilities; Boat sheds; Bulky goods premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Exhibition homes; Extractive industries; Forestry; Freight transport facilities; Home occupations (sex services); Industries; Mortuaries; Recreation areas; Recreation facilities (major); Research stations; Residential accommodation; Rural industries; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Waste or resource management facilities; Water recreation structures; Wholesale supplies

Zone SP2 Infrastructure

1 Objectives of zone

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of infrastructure.

2 Permitted without consent

Nil

3 Permitted with consent

Building identification signs; Bush fire hazard reduction works; Car parks; Community facilities; Drainage; Earthworks; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Roads; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose; Water recycling facilities; Waterbodies (artificial); Water supply systems

4 Prohibited

Any development not specified in item 2 or 3

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

Building identification signs; Business identification signs; Child care centres; Community facilities; Drainage; Environmental facilities; Flood mitigation works; Information and education facilities; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Restaurants; Roads; Take away food and drink premises; Water recreation structures; Waterbodies (artificial)

4 Prohibited

Any development not specified in item 2 or 3

Zone C2 Environmental Conservation

1 Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.

2 Permitted without consent

Nil

3 Permitted with consent

Building identification signs; Drainage; Environmental facilities; Environmental protection works; Information and education facilities; Kiosks

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

Zone C3 Environmental Management

1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To set aside certain land as protected scenic environment.
- To ensure that such land will remain a rural environment providing visual contrast to the urban areas of Campbelltown.
- To ensure that the residents of Campbelltown will continue to have views of, and access to, a rural environment.

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

- To preserve existing farming and agricultural research activities.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Agriculture; Dwelling houses; Environmental facilities; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Recreation areas; Roads

4 Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

Part 3

3.1-3.3(Repealed)

Part 4 Principal development standards

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
 - (a) to ensure orderly and efficient use of land,
 - (b) to ensure a minimum lot size sufficient for development,
 - (c) to allow for a range of lot sizes that cater for a diversity of land uses and employment activities.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Precinct Plan.
- (3) The size of any lot resulting from any such subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.

4.1AA Subdivision resulting in lots between 225-300m²

- (1) This clause applies to land in the following zones:
 - (a) Zone R2 Low Density Residential,
 - (b) Zone R3 Medium Density Residential.
- (2) Development consent may be granted to the subdivision of land to which this clause applies resulting in the creation of a lot that has an area of less than 300m² (but not less than 225m²), if the consent authority is satisfied that the lot will contain a sufficient building envelope to enable the erection of a dwelling house on the lot.
- (3) This clause does not apply to a subdivision that is the subject of a development application under clause 4.1AD (2)(b), 4.1AE (2)(b) or 4.1AF.

4.1A Minimum lot sizes for residential development in non-residential zones

- (1) The objectives of this clause are as follows:
 - (a) to establish minimum lot sizes for residential development,
 - (b) to ensure that residential development results in the efficient use of land and contributes to the supply of new housing,
 - (c) to ensure that residential development has adequate usable areas for buildings and open space,

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

- (d) to ensure that residential development is compatible with the character of the locality and with surrounding residential areas,
- (e) to facilitate and encourage the provision of a range of dwelling types.
- (2) This clause applies to development on land for which no minimum lot size is shown on the Lot Size Map.
- (3) The minimum lot size for certain residential development is set out in the table below.

Dwelling type	Minimum lot size
Dwelling houses (detached)	250 square metres
Semi-detached dwellings	400 square metres
Dual occupancies	500 square metres
Secondary dwellings	450 square metres
Attached dwellings	375 square metres
Multi dwelling housing	1,500 square metres
Residential flat buildings	2,000 square metres

- (4) (Repealed)
- (5) This clause does not apply to the residential development of land in Zone R2 Low Density Residential or Zone R3 Medium Density Residential.

4.1AB Minimum lot sizes for residential development in Zone R2 Low Density Residential and Zone R3 Medium Density Residential

- (1) The objectives of this clause are as follows:
 - (a) to establish minimum lot sizes for residential development in Zone R2 Low Density Residential and Zone R3 Medium Density Residential,
 - (b) to ensure that residential development in the East Leppington Precinct results in the efficient use of land and contributes to the supply of new housing in the South West Growth Centre,
 - (c) to ensure that residential development has adequate usable areas for buildings and open space,
 - (d) to ensure that residential development in the East Leppington Precinct is compatible with the character of the locality and with surrounding residential areas,
 - (e) to facilitate and encourage the provision of a range of residential lot types, in particular, small lot housing.
- (2) This clause applies to land in the following zones:
 - (a) Zone R2 Low Density Residential,
 - (b) Zone R3 Medium Density Residential.
- (3) The minimum lot size for a dwelling house is 300m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 15 or 25.
- (4) The minimum lot size for a dual occupancy is:
 - (a) 500m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 15, or
 - (b) 400m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 25.
- (5) The minimum lot size for a semi-detached dwelling is:
 - (a) 200m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 15, or

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

- (b) 125m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 25.
- (6) The minimum lot size for an attached dwelling is:
 - (a) 1,500m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 15, or
 - (b) 375m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 25.
- (7) The minimum lot size for multi dwelling housing is:
 - (a) 1,500m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 15, or
 - (b) 375m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 25.
- (8) The minimum lot size for a manor home is 600m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 20 or 25.
- (9) The minimum lot size for a residential flat building is 2,000m² if the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 25.

4.1AC Minimum lot sizes for secondary dwellings in Zone R2 Low Density Residential and Zone R3 Medium Density Residential

- (1) This clause applies to land in the following zones:
 - (a) Zone R2 Low Density Residential,
 - (b) Zone R3 Medium Density Residential.
- (2) The minimum lot size for a secondary dwelling on land in Zone R2 Low Density Residential is 450m².
- (3) The minimum lot size for a secondary dwelling on land in Zone R3 Medium Density Residential is the minimum lot size for the principal dwelling in conjunction with which the secondary dwelling is established, determined in accordance with clause 4.1AB, 4.1AD or 4.1AF.
- (4) For the purposes of this clause, a reference to the area of a lot:
 - (a) in relation to land in Zone R2 Low Density Residential, means the area of that part of the lot that is in Zone R2 Low Density Residential, and
 - (b) in relation to land in Zone R3 Medium Density Residential, means the area of that part of the lot that is in Zone R3 Medium Density Residential, and
 - (c) does not include the area of that part of the land that is in any other zone.

4.1AD Exceptions to minimum lot sizes for dwelling houses

- (1) This clause applies to the following:
 - (a) a lot in Zone R2 Low Density Residential that has an area of less than 300m² (but not less than 250m²),
 - (b) a lot in Zone R3 Medium Density Residential that has an area of less than 300m² (but not less than 225m²).
- (2) Despite clause 4.1AB, development consent may be granted to the erection of a dwelling house on a lot to which this clause applies if:
 - (a) the lot results from a subdivision to which development consent has been granted in accordance with clause 4.1AA and, in determining the development application for the erection of the dwelling house, the consent authority considers any information that it considered for the purposes of that clause in determining the development application for that subdivision, or

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

- (b) the development application is a single development application for development consisting of both of the following:
 - (i) the subdivision of land into 2 or more lots,
 - (ii) the erection of the dwelling house on one of the lots resulting from the subdivision.

4.1AE Exceptions to minimum lot sizes for dwelling houses on other lots in Zone R2 Low Density Residential

- (1) This clause applies to a lot in Zone R2 Low Density Residential that has an area less than 250m² (but not less than 225m²) and the dwelling density (per hectare) shown on the Residential Density Map in relation to the land is 15.
- (2) Despite clause 4.1AB (3), development consent may be granted to the erection of a dwelling house on a lot to which this clause applies if the lot meets the requirements of subclause (3) and:
 - (a) the lot results from a subdivision to which development consent has been granted in accordance with clause 4.1AA and, in determining the development application for the erection of the dwelling house, the consent authority considers any information that it considered for the purposes of that clause in determining the development application for that subdivision, or
 - (b) the development application is a single development application for development consisting of both of the following:
 - (i) the subdivision of land into 2 or more lots,
 - (ii) the erection of the dwelling house on one of the lots resulting from the subdivision.
- (3) A lot meets the requirements of this subclause if:
 - (a) the lot adjoins land in Zone RE1 Public Recreation, or is separated from land within that zone only by a public road, or
 - (b) the lot adjoins land in Zone B1 Neighbourhood Centre, Zone E1 Local Centre or Zone MU1 Mixed Use (whether in this or any other Precinct), or is separated from land in any of those zones only by a public road, or
 - (c) the lot is within 400m of land in Zone E1 Local Centre and:
 - (i) adjoins land in Zone SP2 Infrastructure that is set aside for drainage or educational purposes, or
 - (ii) is separated from land in Zone SP2 Infrastructure that is set aside for drainage or educational purposes only by a public road.
- (4) Despite subclause (2), development consent must not be granted to the erection of a dwelling house to which this clause applies unless the consent authority is satisfied that the dwelling house:
 - (a) will not adversely impact on the amenity of adjoining residential properties, and
 - (b) will be designed and orientated to provide active frontages to and surveillance of the public recreation or drainage land, and
 - (c) will not adversely impact on or limit solar access to adjoining residential or public open space land.

4.1AF Exceptions to minimum lot sizes for dwelling houses on small lots

- (1) This clause applies to a lot in Zone R3 Medium Density Residential that has an area less than 225m² (but not less than 125m²).
- (2) Despite clause 4.1AB (3), development consent may be granted to the erection of a dwelling house on a lot to which this clause applies if the development application is a single development application for development consisting of both of the following:

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

- (a) the subdivision of land into 2 or more lots,
- (b) the erection of the dwelling house on one of the lots resulting from the subdivision.

4.1AG Minimum lot sizes in split zones

- (1) This clause applies to each lot that contains land in Zone R2 Low Density Residential or Zone R3 Medium Density Residential and land in any other zone.
- (2) For the purposes of clauses 4.1AA–4.1AF, a reference to the area of a lot:
 - (a) in relation to land in Zone R2 Low Density Residential, means the area of that part of the lot that is in Zone R2 Low Density Residential, and
 - (b) in relation to land in Zone R3 Medium Density Residential, means the area of that part of the lot that is in Zone R3 Medium Density Residential, and
 - (c) does not include any part of the lot that is in any other zone.

4.1B Residential density

- (1) The objectives of this clause are:
 - (a) to establish minimum density requirements for residential development, and
 - (b) to ensure that residential development makes efficient use of land and infrastructure, and contributes to the availability of new housing, and
 - (c) to ensure that the scale of residential development is compatible with the character of the growth centre precinct and adjoining land.
- (2) This clause applies to residential development of the kind referred to in clause 4.1AB or 4.1AC (1) that:
 - (a) is carried out on land to which this Precinct Plan applies that is shown on the Residential Density Map, and
 - (b) requires development consent, and
 - (c) is carried out after the commencement of this Precinct Plan.
- (3) The density of any residential development to which this clause applies is not to be less than the density shown on the Residential Density Map in relation to that land.
- (4) In this clause:

density means the net developable area in hectares of the land on which the development is situated divided by the number of dwellings proposed to be located on that land.

net developable area means the land occupied by the development, including internal streets, but excluding land that is not zoned for residential purposes.

4.1C Erection of dwelling houses on land in Zone C3 Environmental Management

- (1) (Repealed)
- (2) Development consent must not be granted to the erection of a dwelling house on a lot in Zone C3 Environmental Management unless the size of the lot is at least the minimum size shown for the land on the Lot Size Map.

4.3 Height of buildings

- (1) The objectives of this clause are as follows:
 - (a) to establish the maximum height of buildings,
 - (b) to minimise visual impact and protect the amenity of adjoining development and land in terms of solar access to buildings and open space,
 - (c) to facilitate higher density development in and around commercial centres and major transport routes.

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

- (2) The height of a building on any land is not to exceed the maximum height shown for the land on the Height of Buildings Map.

4.6 Exceptions to development standards

- (1) The objectives of this clause are as follows:
- (a) to provide an appropriate degree of flexibility in applying certain development standards to particular development,
 - (b) to achieve better outcomes for and from development by allowing flexibility in particular circumstances.
- (2) Development consent may, subject to this clause, be granted for development even though the development would contravene a development standard imposed by this or any other environmental planning instrument. However, this clause does not apply to a development standard that is expressly excluded from the operation of this clause.
- (3) Development consent must not be granted for development that contravenes a development standard unless the consent authority has considered a written request from the applicant that seeks to justify the contravention of the development standard by demonstrating:
- (a) that compliance with the development standard is unreasonable or unnecessary in the circumstances of the case, and
 - (b) that there are sufficient environmental planning grounds to justify contravening the development standard.
- (4) Development consent must not be granted for development that contravenes a development standard unless:
- (a) the consent authority is satisfied that:
 - (i) the applicant's written request has adequately addressed the matters required to be demonstrated by subclause (3), and
 - (ii) the proposed development will be in the public interest because it is consistent with the objectives of the particular standard and the objectives for development within the zone in which the development is proposed to be carried out, and
 - (b) the concurrence of the Director-General has been obtained.
- (5) In deciding whether to grant concurrence, the Director-General must consider:
- (a) whether contravention of the development standard raises any matter of significance for State environmental planning, and
 - (b) the public benefit of maintaining the development standard, and
 - (c) any other matters required to be taken into consideration by the Director-General before granting concurrence.
- (6) Development consent must not be granted under this clause for a subdivision of land in Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU3 Forestry, Zone RU4 Primary Production Small Lots, Zone RU6 Transition, Zone R5 Large Lot Residential, Zone C2 Environmental Conservation, Zone C3 Environmental Management or Zone C4 Environmental Living if:
- (a) the subdivision will result in 2 or more lots of less than the minimum area specified for such lots by a development standard, or
 - (b) the subdivision will result in at least one lot that is less than 90% of the minimum area specified for such a lot by a development standard.

Note. When this Precinct Plan was made it did not include any of these zones other than Zone C2 Environmental Conservation and Zone C3 Environmental Management.

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

- (7) After determining a development application made pursuant to this clause, the consent authority must keep a record of its assessment of the factors required to be addressed in the applicant's written request referred to in subclause (3).
- (8) This clause does not allow development consent to be granted for development that would contravene any of the following:
 - (a) a development standard for complying development,
 - (b) a development standard that arises, under the regulations under the Act, in connection with a commitment set out in a BASIX certificate for a building to which *State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004* applies or for the land on which such a building is situated,
 - (c) clause 5.4.

Part 5 Miscellaneous provisions

5.1 Relevant acquisition authority

- (1) The objective of this clause is to identify, for the purposes of section 27 of the Act, the authority of the State that will be the relevant authority to acquire land reserved for certain public purposes if the land is required to be acquired under Division 3 of Part 2 of the *Land Acquisition (Just Terms Compensation) Act 1991* (**the owner-initiated acquisition provisions**).

Note. If the landholder will suffer hardship if there is any delay in the land being acquired by the relevant authority, section 23 of the *Land Acquisition (Just Terms Compensation) Act 1991* requires the authority to acquire the land.

- (2) The authority of the State that will be the relevant authority to acquire land, if the land is required to be acquired under the owner-initiated acquisition provisions, is the authority of the State specified below in relation to the land shown on the Land Reservation Acquisition Map (or, if an authority of the State is not specified in relation to land required to be so acquired, the authority designated or determined under those provisions).

Type of land shown on Map	Authority of the State
Zone RE1 Public Recreation and marked "Local open space"	Council
Zone SP2 Infrastructure and marked "Local drainage"	Council
Zone SP2 Infrastructure and marked "Local road"	Council
Zone SP2 Infrastructure and marked "Community facility"	Council
Zone SP2 Infrastructure and marked "Classified road"	Roads and Maritime NSW
Zone SP2 Infrastructure and marked "Educational establishment"	NSW Department of Education and Communities

- (3) Development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note. If land, other than land specified in the Table to subclause (2), is required to be acquired under the owner-initiated acquisition provisions, the Minister for Planning and Infrastructure is required to take action to enable the designation of the acquiring authority under this Part. Pending the designation of the acquiring authority for that land, the acquiring authority is to be the authority determined by order of the Minister for Planning and Infrastructure (see section 21 of the *Land Acquisition (Just Terms Compensation) Act 1991*).

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

5.2 Classification and reclassification of public land

- (1) The objective of this clause is to enable the Council to classify or reclassify public land as “operational land” or “community land” in accordance with Part 2 of Chapter 6 of the *Local Government Act 1993*.

Note. Under the *Local Government Act 1993*, “public land” is generally land vested in or under the control of a council (other than roads, Crown reserves and commons). The classification or reclassification of public land may also be made by a resolution of the Council under section 31, 32 or 33 of the *Local Government Act 1993*. Section 30 of that Act enables this Precinct Plan to discharge trusts on which public reserves are held if the land is reclassified under this Precinct Plan as operational land.

- (2) The public land described in Part 1 or Part 2 of Schedule 4 to this Appendix is classified, or reclassified, as operational land for the purposes of the *Local Government Act 1993*.
- (3) The public land described in Part 3 of Schedule 4 to this Appendix is classified, or reclassified, as community land for the purposes of the *Local Government Act 1993*.
- (4) The public land described in Part 1 of Schedule 4 to this Appendix:
- (a) does not cease to be a public reserve to the extent (if any) that it is a public reserve, and
 - (b) continues to be affected by any trusts, estates, interests, dedications, conditions, restrictions or covenants that affected the land before its classification, or reclassification, as operational land.
- (5) The public land described in Part 2 of Schedule 4 to this Appendix, to the extent (if any) that it is a public reserve, ceases to be a public reserve when the description of the land is inserted into that Part and is discharged from all trusts, estates, interests, dedications, conditions, restrictions and covenants affecting the land or any part of the land, except:
- (a) those (if any) specified for the land in Column 3 of Part 2 of Schedule 4, and
 - (b) any reservations that except land out of the Crown grant relating to the land, and
 - (c) reservations of minerals (within the meaning of the *Crown Lands Act 1989*).

Note. In accordance with section 30 (2) of the *Local Government Act 1993*, the approval of the Governor to subclause (5) applying to the public land concerned is required before the description of the land is inserted in Part 2 of Schedule 4 to this Appendix.

5.3 Development near zone boundaries

- (1) The objective of this clause is to provide flexibility where the investigation of a site and its surroundings reveals that a use allowed on the other side of a zone boundary would enable a more logical and appropriate development of the site and be compatible with the planning objectives and land uses for the adjoining zone.
- (2) This clause applies to so much of any land that is within the relevant distance of a boundary between any 2 zones. The relevant distance is 50 metres.
- (3) This clause does not apply to land proposed to be developed for the purpose of sex services premises or restricted premises.
- (4) Despite the provisions of this Precinct Plan relating to the purposes for which development may be carried out, development consent may be granted to development of land to which this clause applies for any purpose that may be carried out in the adjoining zone, but only if the consent authority is satisfied that:
- (a) the development is not inconsistent with the objectives for development in both zones, and
 - (b) the carrying out of the development is desirable due to compatible land use planning, infrastructure capacity and other planning principles relating to the efficient and timely development of land, and

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

- (c) if the land is in Zone RE1 Public Recreation, the relevant acquisition authority for any land marked "Local open space" on the Land Reservation Acquisition Map consents to the development being on that land.
- (5) This clause does not prescribe a development standard that may be varied under this Precinct Plan.

5.4 Controls relating to miscellaneous permissible uses

(1) Bed and breakfast accommodation

If development for the purposes of bed and breakfast accommodation is permitted under this Precinct Plan, the accommodation that is provided to guests must consist of no more than 3 bedrooms.

Note. Any such development that provides for a certain number of guests or rooms may involve a change in the class of building under the *Building Code of Australia*.

(2) Home businesses

If development for the purposes of a home business is permitted under this Precinct Plan, the carrying on of the business must not involve the use of more than 50 square metres of gross floor area.

(3) Home industries

If development for the purposes of a home industry is permitted under this Precinct Plan, the carrying on of the home industry must not involve the use of more than 30 square metres of gross floor area.

(4) Industrial retail outlets

If development for the purposes of an industrial retail outlet is permitted under this Precinct Plan, the retail gross floor area must not exceed:

- (a) 40% of the combined gross floor area of the industrial retail outlet and the building or place on which the relevant industry is carried out, or
 - (b) 400 square metres,
- whichever is the lesser.

(5) Farm stay accommodation

If development for the purposes of farm stay accommodation is permitted under this Precinct Plan, the accommodation that is provided to guests must consist of no more than 3 bedrooms.

(6) Kiosks

If development for the purposes of a kiosk is permitted under this Precinct Plan, the gross floor area must not exceed 30 square metres.

(7) Neighbourhood shops

If development for the purposes of a neighbourhood shop is permitted under this Precinct Plan, the retail gross floor area must not exceed 100 square metres.

(8) Roadside stalls

If development for the purposes of a roadside stall is permitted under this Precinct Plan, the gross floor area must not exceed 8 square metres.

(9) Secondary dwellings

If development for the purposes of a secondary dwelling is permitted under this Precinct Plan, the total gross floor area of the dwelling (excluding any area used for parking) must not exceed whichever of the following is the greater:

- (a) 110 square metres,
- (b) 30% of the total gross floor area of both the self-contained dwelling and the principal dwelling.

5.6 Architectural roof features

- (1) The objectives of this clause are:
 - (a) to ensure that architectural roof features are decorative elements only, and
 - (b) to ensure that the majority of the roof features are contained within the prescribed building height.
- (2) Development that includes an architectural roof feature that exceeds, or causes a building to exceed, the height limits set by clause 4.3 may be carried out, but only with consent.
- (3) Development consent must not be granted to any such development unless the consent authority is satisfied that:
 - (a) the architectural roof feature:
 - (i) comprises a decorative element on the uppermost portion of a building, and
 - (ii) is not an advertising structure, and
 - (iii) does not include floor space area and is not reasonably capable of modification to include floor space area, and
 - (iv) will cause minimal overshadowing, and
 - (b) any building identification signage or equipment for servicing the building (such as plant, lift motor rooms, fire stairs and the like) contained in or supported by the roof feature is fully integrated into the design of the roof feature.

5.8 Conversion of fire alarms

- (1) This clause applies to a fire alarm system that can be monitored by Fire and Rescue NSW or by a private service provider.
- (2) The following development may be carried out, but only with development consent:
 - (a) converting a fire alarm system from connection with the alarm monitoring system of Fire and Rescue NSW to connection with the alarm monitoring system of a private service provider,
 - (b) converting a fire alarm system from connection with the alarm monitoring system of a private service provider to connection with the alarm monitoring system of another private service provider,
 - (c) converting a fire alarm system from connection with the alarm monitoring system of a private service provider to connection with a different alarm monitoring system of the same private service provider.
- (3), (4) (Repealed)
- (5) In this clause:

private service provider means a person or body that has entered into an agreement that is in force with Fire and Rescue NSW to monitor fire alarm systems.

5.9 Preservation of trees or vegetation

- (1) The objective of this clause is to preserve the amenity of the area through the preservation of trees and other vegetation.
- (2) This clause applies to species or kinds of trees or other vegetation that are prescribed for the purposes of this clause by a development control plan made by the Director-General.

Note. A development control plan may prescribe the trees or other vegetation to which this clause applies by reference to species, size, location or other manner.
- (3) A person must not ringbark, cut down, top, lop, remove, injure or wilfully destroy any tree or other vegetation to which any such development control plan applies without the authority conferred by:
 - (a) development consent, or

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

- (b) a permit granted by the Council.
- (4) The refusal by the Council to grant a permit to a person who has duly applied for the grant of the permit is taken for the purposes of the Act to be a refusal by the Council to grant consent for the carrying out of the activity for which a permit was sought.
- (5) This clause does not apply to a tree or other vegetation that the Council is satisfied is dying or dead and is not required as the habitat of native fauna.
- (6) This clause does not apply to a tree or other vegetation that the Council is satisfied is a risk to human life or property.
- (7) This clause does not apply to or in respect of:
 - (a) the clearing of native vegetation that is authorised by a development consent or property vegetation plan under the *Native Vegetation Act 2003* or that is otherwise permitted under Division 2 or 3 of Part 3 of that Act, or
 - (b) the clearing of vegetation on State protected land (within the meaning of clause 4 of Schedule 3 to the *Native Vegetation Act 2003*) that is authorised by a development consent under the provisions of the *Native Vegetation Conservation Act 1997* as continued in force by that clause, or
 - (c) trees or other vegetation within a State forest, or land reserved from sale as a timber or forest reserve under the *Forestry Act 1916*, or
 - (d) action required or authorised to be done by or under the *Electricity Supply Act 1995*, the *Roads Act 1993* or the *Surveying and Spatial Information Act 2002*, or
 - (e) plants declared to be noxious weeds under the *Noxious Weeds Act 1993*, or
 - (f) native vegetation retention areas to which clause 6.2 of this Precinct Plan applies, or
 - (g) existing native vegetation to which clause 6.3 of this Precinct Plan applies.

5.10 Heritage conservation

Note. Heritage items (if any) are listed and described in Schedule 5 to this Precinct Plan. Heritage conservation areas (if any) are shown on the Heritage Map as well as being described in Schedule 5.

(1) Objectives

The objectives of this clause are as follows:

- (a) to conserve environmental heritage,
- (b) to conserve the heritage significance of heritage items and heritage conservation areas, including associated fabric, settings and views,
- (c) to conserve archaeological sites,
- (d) to conserve Aboriginal objects and Aboriginal places of heritage significance.

(2) Requirement for consent

Development consent is required for any of the following:

- (a) demolishing or moving any of the following or altering the exterior of any of the following (including, in the case of a building, making changes to its detail, fabric, finish or appearance):
 - (i) a heritage item,
 - (ii) an Aboriginal object,
 - (iii) a building, work, relic or tree within a heritage conservation area,
- (b) altering a heritage item that is a building by making structural changes to its interior or by making changes to anything inside the item that is specified in Schedule 5 to this Policy in relation to the item,
- (c) disturbing or excavating an archaeological site while knowing, or having reasonable cause to suspect, that the disturbance or excavation will or is likely to result in a relic being discovered, exposed, moved, damaged or destroyed,
- (d) disturbing or excavating an Aboriginal place of heritage significance,

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

- (e) erecting a building on land:
 - (i) on which a heritage item is located or that is within a heritage conservation area, or
 - (ii) on which an Aboriginal object is located or that is within an Aboriginal place of heritage significance,
- (f) subdividing land:
 - (i) on which a heritage item is located or that is within a heritage conservation area, or
 - (ii) on which an Aboriginal object is located or that is within an Aboriginal place of heritage significance.

(3) When consent not required

However, development consent under this clause is not required if:

- (a) the applicant has notified the consent authority of the proposed development and the consent authority has advised the applicant in writing before any work is carried out that it is satisfied that the proposed development:
 - (i) is of a minor nature or is for the maintenance of the heritage item, Aboriginal object, Aboriginal place of heritage significance or archaeological site or a building, work, relic, tree or place within the heritage conservation area, and
 - (ii) would not adversely affect the heritage significance of the heritage item, Aboriginal object, Aboriginal place, archaeological site or heritage conservation area, or
- (b) the development is in a cemetery or burial ground and the proposed development:
 - (i) is the creation of a new grave or monument, or excavation or disturbance of land for the purpose of conserving or repairing monuments or grave markers, and
 - (ii) would not cause disturbance to human remains, relics, Aboriginal objects in the form of grave goods, or to an Aboriginal place of heritage significance, or
- (c) the development is limited to the removal of a tree or other vegetation that the Council is satisfied is a risk to human life or property, or
- (d) the development is exempt development.

(4) Effect of proposed development on heritage significance

The consent authority must, before granting consent under this clause in respect of a heritage item or heritage conservation area, consider the effect of the proposed development on the heritage significance of the item or area concerned. This subclause applies regardless of whether a heritage management document is prepared under subclause (5) or a heritage conservation management plan is submitted under subclause (6).

(5) Heritage assessment

The consent authority may, before granting consent to any development:

- (a) on land on which a heritage item is located, or
 - (b) on land that is within a heritage conservation area, or
 - (c) on land that is within the vicinity of land referred to in paragraph (a) or (b),
- require a heritage management document to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.

(6) Heritage conservation management plans

The consent authority may require, after considering the heritage significance of a heritage item and the extent of change proposed to it, the submission of a heritage conservation management plan before granting consent under this clause.

(7) Archaeological sites

The consent authority must, before granting consent under this clause to the carrying out of

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

development on an archaeological site (other than land listed on the State Heritage Register or to which an interim heritage order under the *Heritage Act 1977* applies):

- (a) notify the Heritage Council of its intention to grant consent, and
- (b) take into consideration any response received from the Heritage Council within 28 days after the notice is sent.

(8) Aboriginal places of heritage significance

The consent authority must, before granting consent under this clause to the carrying out of development in an Aboriginal place of heritage significance:

- (a) consider the effect of the proposed development on the heritage significance of the place and any Aboriginal object known or reasonably likely to be located at the place by means of an adequate investigation and assessment (which may involve consideration of a heritage impact statement), and
- (b) notify the local Aboriginal communities, in writing or in such other manner as may be appropriate, about the application and take into consideration any response received within 28 days after the notice is sent.

(9) Demolition of nominated State heritage items

The consent authority must, before granting consent under this clause for the demolition of a nominated State heritage item:

- (a) notify the Heritage Council about the application, and
- (b) take into consideration any response received from the Heritage Council within 28 days after the notice is sent.

(10) Conservation incentives

The consent authority may grant consent to development for any purpose of a building that is a heritage item or of the land on which such a building is erected, or for any purpose on an Aboriginal place of heritage significance, even though development for that purpose would otherwise not be allowed by this Precinct Plan, if the consent authority is satisfied that:

- (a) the conservation of the heritage item or Aboriginal place of heritage significance is facilitated by the granting of consent, and
- (b) the proposed development is in accordance with a heritage management document that has been approved by the consent authority, and
- (c) the consent to the proposed development would require that all necessary conservation work identified in the heritage management document is carried out, and
- (d) the proposed development would not adversely affect the heritage significance of the heritage item, including its setting, or the heritage significance of the Aboriginal place of heritage significance, and
- (e) the proposed development would not have any significant adverse effect on the amenity of the surrounding area.

5.11 Bush fire hazard reduction

Bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without consent.

Note. The *Rural Fires Act 1997* also makes provision relating to the carrying out of development on bush fire prone land.

5.12 Infrastructure development and use of existing buildings of the Crown

- (1) This Precinct Plan does not restrict or prohibit, or enable the restriction or prohibition of, the carrying out of any development, by or on behalf of a public authority, that is permitted to be carried out without consent under the *State Environmental Planning Policy (Infrastructure) 2007*.

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

- (2) This Precinct Plan does not restrict or prohibit, or enable the restriction or prohibition of, the use of existing buildings of the Crown by the Crown.

Part 6 Additional local provisions

6.1 Public utility infrastructure

- (1) The consent authority must not grant development consent to development on land to which this Precinct Plan applies unless it is satisfied that any public utility infrastructure that is essential for the proposed development is available or that adequate arrangements have been made to make that infrastructure available when required.
- (2) In this clause, **public utility infrastructure** includes infrastructure for any of the following:
- (a) the supply of water,
 - (b) the supply of electricity,
 - (c) the disposal and management of sewage.
- (3) This clause does not apply to development for the purpose of providing, extending, augmenting, maintaining or repairing any public utility infrastructure referred to in this clause.

6.2 Development controls—native vegetation retention areas

- (1) The objective of this clause is to prevent the clearing of certain native vegetation.
- (2) This clause applies to land within a native vegetation retention area as shown on the Native Vegetation Protection Map.
- (3) This clause does not apply to native vegetation that the Council is satisfied:
- (a) is dying or dead and is not required as the habitat of native fauna, or
 - (b) is a risk to human life or property.
- (4) This clause does not apply to any native vegetation:
- (a) within a State forest, or land reserved from sale as a timber or forest reserve under the *Forestry Act 1916*, or
 - (b) declared to be noxious weeds under the *Noxious Weeds Act 1993*.
- (5) A person must not clear native vegetation on land to which this clause applies without:
- (a) approval under Part 3A of the Act, or
 - (b) development consent.
- (6) Development consent under this clause is not to be granted unless the consent authority is satisfied of the following in relation to the disturbance of native vegetation:
- (a) that there is no reasonable alternative available to the disturbance of the native vegetation,
 - (b) that as little native vegetation as possible will be disturbed,
 - (c) that the disturbance of the native vegetation will not increase salinity,
 - (d) that native vegetation disturbed for the purposes of construction will be reinstated where possible on completion of construction,
 - (e) that the loss of remnant native vegetation caused by the disturbance will be compensated by revegetation on or near the land to avoid any net loss of remnant native vegetation,
 - (f) that no more than 0.5 hectares of native vegetation will be cleared unless the clearing is essential for a previously permitted use of the land.
- (7) The consent authority must, when determining a development application in respect of the clearing of native vegetation on land within a zone under this Precinct Plan, have regard to the objectives for development in that zone.
- (8) This clause does not apply to or in respect of action required or authorised to be done by or under the *Electricity Supply Act 1995*, the *Roads Act 1993*, the *Surveying and Spatial Information Act 2002* or the *Sydney Water Act 1994*.

6.3 Development controls—existing native vegetation

- (1) The objective of this clause is to manage existing native vegetation in accordance with the relevant biodiversity measures under Part 7 of Schedule 7 to the *Threatened Species Conservation Act 1995*.
- (2) This clause applies to land within an existing native vegetation area as shown on the Native Vegetation Protection Map.
- (3) This clause does not apply to any vegetation declared to be noxious weeds under the *Noxious Weeds Act 1993*.
- (4) The consent authority must not grant development consent for development on land to which this clause applies unless it is satisfied that the proposed development will not result in the clearing of any existing native vegetation (within the meaning of the relevant biodiversity measures under Part 7 of Schedule 7 to the *Threatened Species Conservation Act 1995*).

6.4 Development controls—flood planning

- (1) The objectives of this clause are as follows:
 - (a) to minimise the flood risk to life and property associated with the use of land,
 - (b) to allow development on land that is compatible with the land's flood hazard, taking into account projected changes as a result of climate change,
 - (c) to avoid significant adverse impacts on flood behaviour and the environment.
- (2) This clause applies to land identified as "Flood prone and major creeks land" on the South West Growth Centre Development Control Map.
- (3) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that the development:
 - (a) is compatible with the flood hazard of the land, and
 - (b) is not likely to significantly adversely affect flood behaviour resulting in detrimental increases in the potential flood affectation of other development or properties, and
 - (c) incorporates appropriate measures to manage risk to life from flood, and
 - (d) is not likely to significantly adversely affect the environment or cause avoidable erosion, siltation, destruction of riparian vegetation or a reduction in the stability of river banks or watercourses, and
 - (e) is not likely to result in unsustainable social and economic costs to the community as a consequence of flooding.
- (4) A word or expression used in this clause has the same meaning as it has in the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005, unless it is otherwise defined in this clause.

6.5 Sex services premises

- (1) The objective of this clause is to minimise land use conflicts and adverse amenity impacts by providing a reasonable level of separation between sex services premises, specified land uses and places regularly frequented by children.
- (2) Development consent must not be granted to development for the purposes of sex services premises if the premises will be located on land that adjoins, is directly opposite or is separated only by a local road from land:
 - (a) in Zone R2 Low Density Residential, Zone R3 Medium Density Residential or Zone RE1 Public Recreation, or
 - (b) used for the purposes of a child care centre, a community facility, a school or a place of public worship.

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

- (3) In deciding whether to grant consent to development for the purposes of sex services premises, the consent authority must consider the impact the proposed development would have on any place likely to be regularly frequented by children.

6.6 Restricted premises

- (1) Development consent must not be granted to development for the purposes of restricted premises if the premises will be located on land that abuts, or is separated only by a road from land:
- (a) in Zone R2 Low Density Residential, Zone R3 Medium Density Residential or Zone RE1 Public Recreation, or
 - (b) used for the purposes of a community facility, school or place of public worship.
- (2) In deciding whether to grant consent to development for the purposes of restricted premises, the consent authority must consider:
- (a) the impact of the proposed development on places of high pedestrian activity, and
 - (b) the impact of the proposed development on land frequented by children for care, recreational or cultural purposes, and
 - (c) whether the appearance of the restricted premises is sufficiently discreet.

6.7 Maximum gross floor area for retail premises in Zone E1

Despite any other provision of this Precinct Plan, the gross floor area of all development for the purpose of retail premises on land in Zone E1 Local Centre must not exceed 16,500 square metres.

6.8 Attached dwellings and multi dwelling housing in Zone R2 Low Density Residential

- (1) The objectives of this clause are:
- (a) to permit, with development consent, attached dwellings and multi dwelling housing in Zone R2 Low Density Residential in limited circumstances, and
 - (b) to provide location and development criteria that must be satisfied before development consent can be granted.
- (2) Development for the purposes of attached dwellings or multi dwelling housing is permissible with development consent on land in Zone R2 Low Density Residential that:
- (a) adjoins land in Zone RE1 Public Recreation, or is separated from land in that zone only by a public road, or
 - (b) adjoins land in Zone E1 Local Centre or Zone MU1 Mixed Use, or is separated from land in any of those zones only by a public road, or
 - (c) is within 400m of land in Zone E1 Local Centre and:
 - (i) adjoins land in Zone SP2 Infrastructure that is set aside for drainage or educational purposes, or
 - (ii) is separated from land in Zone SP2 Infrastructure that is set aside for drainage or educational purposes only by a public road.
- (3) Development consent must not be granted under this clause unless the consent authority is satisfied that:
- (a) the attached dwellings or multi dwelling housing will not adversely impact on the amenity of any adjoining residential properties, and
 - (b) the attached dwellings or multi dwelling housing will be designed and orientated to provide active frontages to and surveillance of the public recreation drainage land, and
 - (c) the attached dwellings or multi dwelling housing will not adversely impact on or limit solar access to adjoining residential or public open space land.

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

- (4) This clause has effect despite anything to the contrary in the Land Use Table or any other provision of this Precinct Plan.

Schedule 1 Additional permitted uses

(Clause 2.5)

1 Use of land in Zone E1

- (1) This clause applies to land in Zone E1 Local Centre.
(2) Development for the purpose of attached dwellings is permitted with development consent but only as part of a mixed use development that includes retail premises.

2 Use of land in Zone SP2

- (1) This clause applies to land in Zone SP2 Infrastructure and marked "Community facility".
(2) Development for the purpose of an information and education facility is permitted with development consent.

Schedule 4 Classification and reclassification of public land

(Clause 5.2)

Part 1 Land classified, or reclassified, as operational land—no interests changed

Column 1	Column 2
Locality	Description
Nil	

Part 2 Land classified, or reclassified, as operational land—interests changed

Column 1	Column 2	Column 3
Locality	Description	Any trusts etc not discharged
Nil		

Part 3 Land classified, or reclassified, as community land

Column 1	Column 2
Locality	Description
Nil	

Schedule 5 Environmental heritage

(Clause 5.10)

Part 1 Heritage items

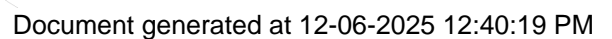
Precinct	Item name	Address	Property description	Significance	Item no
East Leppington	Upper Nepean Scheme—Upper Canal	Between the south eastern boundary and Denham Court Road	Lot 1, DP 610145	State	1

Part 3 Archaeological sites

Precinct	Item name	Address	Property	Significance	Item no
----------	-----------	---------	----------	--------------	---------

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

		description		
East Leppington	Former Leppington Farm House	Lot 41, DP 1174145	Potential State	A1



Page 1

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

12 June 2025

Infotrack Pty Limited

Reference number: 8004374307

Property address: 17 McDermott St Denham Court NSW 2565

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

Annexure 1: Requisitions on Title

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all

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

- (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 24.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the Property?
25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

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

Off the plan contract

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