

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Michael Betts, Simon Property Co	phone: 0425 283 848 email: michael@simonpropertyco.au
co-agent		
vendor	Raul Marconi Prieto Ceballos 53 Ewing Loop Oran Park NSW 2570	
vendor's solicitor	Renee Roumanos Legal PO Box 1027, Narellan NSW 2567	ref: 24598
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	53 Ewing Loop Oran Park NSW 2570 LOT 6209 DEPOSITED PLAN 1233108 Folio Identifier 6209/1233108	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input 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 type="checkbox"/> documents in the List of Documents as marked or as 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 type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>Raul Marconi Prieto Ceballos</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> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<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> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input 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 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 or 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 document relevant to the off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60</p>
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • 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.

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IMPORTANT NOTICE TO VENDORS AND PURCHASERS: You should refer to these provisions in conjunction with the preparation and signature of this contract.

33 Variation of this Contract

- 33.1 The preceding conditions of this agreement are amended in accordance with the subclauses of this clause.
- 33.2 Clause 1, definition of **bank**, delete “, a building society or a credit union”.
- 33.3 Clause 2.4.1 is deleted.
- 33.4 A clause 4.11A is inserted as follows after clause 4.11 “The purchaser must upload a copy of the authority on the agent for the release of the deposit to the Electronic Workspace, and it shall be held in the Electronic Workspace in escrow pending settlement. The vendor shall not be required to sign off on the Electronic Workspace until this has been uploaded”.
- 33.5 Clause 5.1 is deleted.
- 33.6 Clauses 5.2.1 and 5.2.2 are amended by deleting “21 days” and substituting with “7 days”.
- 33.7 Clause 6.1 is amended by deleting “the property,” and “or anything else and whether substantial or not”.
- 33.8 Clause 7.1.1 is amended by deleting “5%” and substituting “1%”.
- 33.9 Clause 7.2.1 is amended by deleting “10%” and substituting “1%”.
- 33.10 Clause 7.2.2 is deleted.
- 33.11 Clause 7.2.4 is amended by deleting “and the costs of the purchaser”.
- 33.12 Clause 7.2.5 is deleted.
- 33.13 Clause 7.2.6 is amended by deleting “3 months” and substituting “4 weeks”.
- 33.14 Clause 8.1.1 is amended by deleting “on reasonable grounds”.
- 33.15 Clause 8.2.2 is deleted.
- 33.16 Clauses 9.2.2 and 9.3.1 are amended by deleting “12 months” and substituting with “24 months”.
- 33.17 Clause 9.3.1, bullet 2, is amended by deleting “reasonable” and inserting “on an indemnity basis” after the word “expenses”.
- 33.18 Clause 18.7 is deleted and replaced with “The purchaser must pay a market fee or market rental to the vendor, as may be agreed or determined by a local real estate agent nominated by the vendor”.
- 33.19 A clause 20.6A is inserted as follows after clause 20.6, “The parties agree that no document shall be validly served by facsimile”.
- 33.20 Clause 23.5.2 is amended by deleting “but is disclosed in this contract”.
- 33.21 Clause 23.6 is amended by deleting “and is not disclosed in this contract”.
- 33.22 Clause 23.6.1 is deleted and substituted with “the parties must adjust in accordance with clause 14.1, even if it was determined on or before the contract date, and even if it is payable by instalments”.
- 33.23 Clause 23.7 is deleted.
- 33.24 Clause 23.9.1 is deleted.
- 33.25 Clause 23.9.2 is deleted.
- 33.26 Clause 23.12 is deleted.
- 33.27 Clause 23.13 is deleted and substituted with “The purchaser must obtain and serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme prior to completion”.
- 33.28 Clause 23.14 is deleted.
- 33.29 Clause 25 is deleted.
- 33.30 Clause 29 is deleted.
- 33.31 Clause 30.7 is amended by deleting “, but the vendor must pay the purchaser’s additional expenses, including any agency or mortgagee fee”.
- 33.32 Clause 30.9 is amended by deleting “cash (up to \$2,000) or”.
- 33.33 Clause 30.11 is deleted.
- 33.34 Clause 31.2 is deleted.

34 Requisitions on Title

- 34.1 For the purpose of clause 5 the Vendor shall have complied with its obligations if it furnishes to the Purchaser replies to the general requisitions **annexed** to this Contract. The Purchaser agrees that the only general requisitions on title that it may serve are those requisitions annexed to this Contract and they are deemed served at the time of exchange.

35 Default in Completion

- 35.1 It is hereby expressly agreed and declared that at any time after 4:30pm on the completion date referred to in this Contract either party shall be entitled to serve upon the other a Notice to Complete this Contract requiring the other party to complete the same within such period or upon such date as the said notice may specify but being a minimum of fourteen (14) days from the date of service of such notice making such time for settlement of the essence of the Contract. The parties acknowledge that the time for settlement of the Contract therein specified shall be reasonable and of the essence of the Contract and the receiving party shall not be entitled to make any objection thereto. If the receiving party shall fail to comply with the same the other party shall forthwith be entitled to terminate this Contract provided however that the sending party shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.
- 35.2 If this Contract is not completed by the completion date then the Purchaser must pay interest on the unpaid balance of the price and any other amount that the purchaser must pay the vendor under this contract at the rate of 12% per annum calculated daily from and including the completion date but excluding the actual day of settlement, and:
 - 35.2.1 The interest must be paid on completion;
 - 35.2.2 The Vendor is not obliged to complete unless that interest is paid;

- 35.2.3 Interest payable pursuant to this Special Condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract;
- 35.2.4 The right to interest does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract.
- 35.3 The Purchaser need not pay interest under this Special Condition for any period that the Purchaser's failure to complete is caused solely by the Vendor. Should the Vendor serve a notice to complete the Purchaser will be liable for a fee of \$400 plus GST, payable on completion.

36 Acceptance of Present Condition

- 36.1 The property is sold in its state of repair and condition as at the contract date and with any latent or patent defects.
- 36.2 The price paid under this contract reflects the state of repair and condition of the property.
- 36.3 The Purchaser acknowledges:
- 36.3.1 that it is purchasing the property in its present condition and state of repair (both patent and latent) and subject to any infestation and dilapidation and whether or not affected by insect or pest and whether or not any of the improvements upon the property are subject to or insured under the provisions of the *Builders Licensing Act 1971* (NSW), the *Home Building Act 1989* (NSW) or the *Building Services Corporation Act 1989* (NSW),
- 36.3.2 that it has had the opportunity before the contract date to inspect the property;
- 36.3.3 that it has had the opportunity before the contract date to obtain any building, pest and other reports it wants on the condition of the property.
- 36.3.4 that no representations, inducements or warranties have been made by the vendor, its agents or representatives relating to the present state or condition of the property, its suitability for the purposes of the purchaser, and the improvements erected on the property.
- 36.4 Without affecting clause 10, the purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with:
- 36.4.1 the nature, quality, condition or state of repair of the property including any latent or patent defects, dilapidation or infestation of the property;
- 36.4.2 the purpose for which the property may or may not be used;
- 36.4.3 subject to clause 11, loss, damage, dilapidation, infestation, mechanical breakdown or wear and tear which may affect the property between the contract date and completion;
- 36.4.4 any misdescription of the property or inaccuracy in its area or measurements;
- 36.4.5 subject to clause 11, any failure by the vendor to comply with a law, or a requirement of an Authority;
- 36.4.6 any installations or services (including sewers, drains, pipes, cables and wires) which are:
- 36.4.6.1 on, over, under or through the property;
- 36.4.6.2 on, over, under or through any other land; or
- 36.4.6.3 used in common with any adjoining land, or any absence of easements or rights in respect of such installations or services affecting or benefiting the property; or
- 36.4.7 any other matter disclosed in this contract.

37 Purchaser relies on its own Enquiries

- 37.1 The purchaser warrants that it does not rely on any written or oral information (including a statement, representation, warranty, condition, promise or brochure) given by the vendor or on its behalf except as stated in this contract or implied by a law which cannot be excluded.
- 37.2 The purchaser relies on its own inspection, knowledge and enquiries in connection with:
- 37.2.1 the use of the property and any approvals for that use; and
- 37.2.2 the fitness or suitability of the property for any particular use and acknowledges that no statement, representation, warranty or promise as to those matters has been made by the vendor or on its behalf.
- 37.3 The purchaser relies on its own knowledge and enquiries in connection with any actual or potential financial return or income to be derived from the property and acknowledges that no statement, representation, warranty or promise as to those matters has been made by the vendor or on its behalf.
- 37.4 The purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with any matter referred to in this clause 37.

38 Warranty as to Agent

- 38.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent except the agent (if any) named on the front page of this contract.
- 38.2 The Purchaser indemnifies the Vendor (and if more than one, each of them) against any liability arising from a breach of the purchaser's warranty under this clause 0.
- 38.3 This clause shall not merge on completion.

39 Tax File Number

- 39.1 If the Contract says the deposit is to be invested all parties must provide their respective tax file numbers to the deposit holder by no later than the date of this Contract and in the event of default by any party resulting in the bank or financial institution withholding any amount, such amount shall be deducted from the defaulting party's share of the interest.

40 Stamp Duty

- 40.1 The purchaser must pay any stamp or other duty or similar tax (including related fines, penalties and interest) in connection with this contract (including in connection with an instrument entered into under this contract or a transaction evidenced by this contract (or both)).
- 40.2 The purchaser indemnifies the vendor on demand against any liability in connection with stamp duty.

41 Death or Incapacity

- 41.1 A party may rescind if the other party is an individual who:
- 41.1.1 dies; or
- 41.1.2 suffers loss of capacity through unsoundness of mind or in respect of whom an order is applied for (or made) to place their assets and affairs under administration under any law relating to mental health.
- 41.2 The vendor may terminate by serving a notice if the purchaser is a company, which:
- 41.2.1 resolves to wind itself up, gives notice of intention to do so, has a petition for its winding-up presented and not withdrawn within 14 days of presentation or is ordered to be wound up;
- 41.2.2 executes a deed of company arrangement or enters into any compromise or arrangement with its creditors or members under the *Corporations Act* 2001 or similar legislation;
- 41.2.3 has a liquidator, provisional liquidator, administrator, controller, managing controller, receiver or receiver and manager appointed to it or an asset, or any action is taken preparatory to such an appointment; or
- 41.2.4 has an event happen in relation to it which has a substantially similar effect to any of these things.
- 41.3 If a party validly rescinds or terminates under this clause 41, this does not affect any of its other rights.

42 Corporate Purchaser

- 42.1 In the event of the Purchaser purporting to be a company, each of the persons in the presence of whom the common seal of the Purchaser purports to have been affixed (or, in the event the contract is not signed under common seal, each person who signs on behalf of the Purchaser):
- 42.1.1 Warrants that the company has been incorporated and exists at law and agrees that he or she shall be personally liable under this contract, both jointly and severally, as if he or she been named as a Purchaser; and
- 42.1.2 Guarantees (jointly and severally) the due performance of the Purchaser in relation to its obligations pursuant to the terms of this contract in every respect as if he or she had personally entered into this contract himself/herself.

Executed

by
as

Guarantor in the presence of:

Signature of witness

Signature of

Full name of witness (print)

Address of witness (print)

43 Additional fees recoverable

- 43.1 The purchaser agrees to pay the vendor \$400 plus GST on completion by way of an adjustment of the purchase price in favour of the vendor on settlement for each settlement booking that is subsequently cancelled or which fails to settle as a result of the purchaser, the purchaser's lender or any other party associated with the purchaser's failure to settle. The purchaser acknowledges that this is not a penalty but represents the vendor's solicitors additional fees incurred as a result of the purchaser's failure to complete the contract.

44 Less than 10% Deposit

- 44.1 If the Vendor agrees to accept less than a 10% deposit on exchange of contracts, the deposit remains a 10% deposit payable as follows:
- 44.1.1 As to 5% of the purchase price on the date hereof;
- 44.1.2 As to the remaining 5% of the purchase price, immediately upon any default by the purchaser of the terms hereof or upon completion, whichever first occurs.

45 Release of Deposit

- 45.1 If required by the Vendor, the Purchaser hereby agrees to and authorises a release of the deposit for the following reason:
- 45.1.1 to enable the Vendor to apply same or any part thereof as a deposit to be paid only into a Solicitor's or Real Estate Agent's trust account for the purchase by the Vendor of another property;

45.1.2 to enable the Vendor to apply same or any part thereof as payment of stamp duty on Contract for Sale for the purchase by the Vendor of another property.

45.1.3 to enable the Vendor to pay for removalist and relocation costs, including the payment of a rental bond.

46 Strata Certificates

46.1 The Vendor is not obliged to give the Purchaser a certificate under section 184 of the Strata Management Act or section 26 of the Community Land Management Act. The Vendor authorises the purchaser to apply for the said certificates.

47 Planning

47.1 The purchaser:

47.1.1 buys the property subject to all relevant planning proposals and planning controls (including environmental planning instruments);

47.1.2 must satisfy itself as to the purposes for which the property may be used in accordance with the relevant planning controls; and

47.1.3 is treated as having so satisfied itself.

47.2 The purchaser must satisfy itself as to the contents of the Section 10.7 Certificate, and is treated as having done so. This includes satisfying itself about:

47.2.1 the proposed use and development of the property; and

47.2.2 any adverse affectation on the property disclosed in the Section 10.7 Certificate.

47.3 The purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with any matter referred to in this clause 47.

48 Swimming Pool

48.1 The vendor discloses a non compliance swimming pool.

48. The purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with the vendor not having a compliant pool. The Purchaser accepts the obligations to rectify the compliances within 90 days of settlement.

48.4 The purchaser is not entitled to (and must not) require the vendor to obtain a compliance certificate.

49 Occupation Certificate

49.1 The vendor encloses an Occupation Certificate for the property.

49.2 The purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with the vendor's occupation certificate.

50 Service Location Diagram

50.1 The purchaser acknowledges that it has reviewed the service location print annexed to this contract and it shall not make any objection, requisition or claim for compensation nor be entitled to rescind or terminate or delay completion of this contract by reason of the plumbing and/or drainage to or from or in any way relating to the property, the building, the land or any of the lots involved.

51 Service Sewer Diagram

51.1 The Vendor discloses that they do not have a sewer service diagram.

51.2 The purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with the vendor's occupation certificate.

52 No Collateral Agreement

52.1 This agreement constitutes the entire agreement between the vendor and purchaser. The purchaser acknowledges that they have not entered into any collateral agreement with the vendor apart from this agreement.

53 Vendor not obliged to comply with applications or conditions

53.1 The vendor shall not be required to comply with any condition imposed by Council or any other competent authority concerning any application made by or on behalf of the purchaser relating to any proposed use or development of the property.

53.2 The vendor is not obliged to assist or enable the purchaser to make any application to Council or any other authority or entity relating to any proposed use or development, or any other matter with respect to the property.

54 Existing services

54.1 Notwithstanding anything hereinbefore contained, the purchaser shall take title subject to existing water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objection, requisition or claim on the grounds that any connection passes through the property or through any other property.

54.2 The purchaser is not entitled to make a claim or requisition, raise any objection, claim compensation for, or delay completion, rescind or terminate in connection with any existing services which pass through the property or through any other property.

55 Mandatory Disclosure Documents

- 55.1 Without limiting any other clause, the purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with a matter disclosed in any documents attached to this contract.

56 Encumbrances

- 56.1 If, at completion, an Encumbrance is noted on the folio identifier for the property and the parties have not made the sale subject to that Encumbrance, then if the vendor:
- 56.1.1 gives the purchaser a duly executed registrable discharge, surrender or withdrawal which removes the Encumbrance; and
- 56.1.2 pays the purchaser the applicable registration fee,
- the vendor is treated as transferring the property free from the Encumbrance.

57 Sale not subject to finance

- 57.1 The Purchaser confirms and warrants to the Vendor that the Purchaser either:
- 57.1.1 presently has available funds to complete the Purchaser's purchase of the property the subject of this agreement, and does not require credit or any finance for that purpose; or
- 57.1.2 requires credit or finance to complete the Purchaser's purchase of the property the subject of this agreement, but has already obtained that credit or finance on reasonable terms prior to entering into this agreement.
- 57.2 The Purchaser agrees and acknowledges that the purchaser shall not be entitled to terminate this agreement on any ground relating to non-availability of credit or finance.

58 Extension of Cooling-Off Period

- 58.1 In the event that the Purchaser requests an extension to the cooling off period, then the purchaser shall pay the vendor's legal representatives costs of seeking and arranging the extension of the cooling off period, on each occasion that it is requested. The purchaser agrees and acknowledges that the vendor's legal representatives costs are \$200 plus GST. These costs are fair and reasonable and represent a genuine pre-estimate of the cooling off period.
- 58.2 The purchaser agrees that the amount shall be allowed as an adjustment in favour of the vendor on settlement and shall be payable whether or not the extension of the cooling off period is granted.

59 Conditions of sale by auction

- 59.1 If the property is or is intended to be sold at auction the following clauses apply, in which Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:
- 59.2 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- 59.2.1 The principal's reserve price must be given in writing to the auctioneer before the auction commences;
- 59.2.2 A bid for the vendor 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 vendor;
- 59.2.3 The highest bidder is the purchaser, subject to any reserve price;
- 59.2.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
- 59.2.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
- 59.2.6 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;
- 59.2.7 A bid cannot be made or accepted after the fall of the hammer; and
- 59.2.8 As soon as practicable after the fall of the hammer the purchaser must sign the contract (if any) for sale.
- 59.3 The following conditions, in addition to those prescribed by subclause 59.2 are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- 59.3.1 All bidders must be registered in the bidders record and display an identifying number when making a bid;
- 59.3.2 Subject to subclause 59.2 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; and
- 59.3.3 Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.
- 59.4 The following conditions, in addition to those prescribed by subclauses 59.1, 59.2 and 59.3 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 vendor as executor or administrator:
- 59.4.1 More than one vendor bid may be made to purchase interest of co-owner;
- 59.4.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- 59.4.3 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 vendor; and
- 59.4.4 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.

60 Health or State Emergency

- 60.1 This clause applies whilst ever the Federal, NSW State, or Local Government area in which the dwelling is situated, is affected by a Health Emergency or a State Emergency:
- 60.1.1 In the event any party to the Contract is required to undertake self-isolation or quarantine, such party will notify the other party immediately, provide a statutory declaration setting out the circumstances of the self-isolation or quarantine and provide supporting medical evidence; and
- 60.1.1.1 in the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such self-isolation or quarantine, then the completion date is extended by 14 days.
- 60.1.2 In the event any party is admitted to hospital as a consequence of Covid-19 Coronavirus, such party will notify the other party as soon as possible, provide a statutory declaration setting out the circumstances of the hospitalisation and provide supporting medical evidence and
- 60.1.2.1 in the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such hospitalisation, then on and from the date of the that party's discharge from hospital, the completion date is extended by 14 days.
- 60.2 Should this clause come into effect, the parties agree to settle as soon as practicable and will make every effort to settle earlier than the extended completion date.



FOLIO: 6209/1233108

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
3/7/2025	2:25 PM	4	7/6/2023

LAND

LOT 6209 IN DEPOSITED PLAN 1233108
AT ORAN PARK
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1233108

FIRST SCHEDULE

RAUL MARCONI PRIETO CEBALLOS (T AP86410)

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1153032 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE S.88B INSTRUMENT
- 3 DP1153032 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT
- 4 DP1153032 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (12) IN THE S.88B INSTRUMENT
- 5 DP1233108 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1233108 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 7 DP1233108 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 8 DP1233108 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 9 DP1233108 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 10 DP1233108 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 11 DP1233108 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 12 DP1233108 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 13 DP1233108 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S.88B INSTRUMENT
- 14 DP1233108 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN
THE S.88B INSTRUMENT
- 15 DP1233108 POSITIVE COVENANT REFERRED TO AND NUMBERED (12) IN
THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

FOLIO: 6209/1233108

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

16 AT154905 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

24598...

PRINTED ON 3/7/2025

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

SCHEDULE of SHORT & CURVED BOUNDARIES

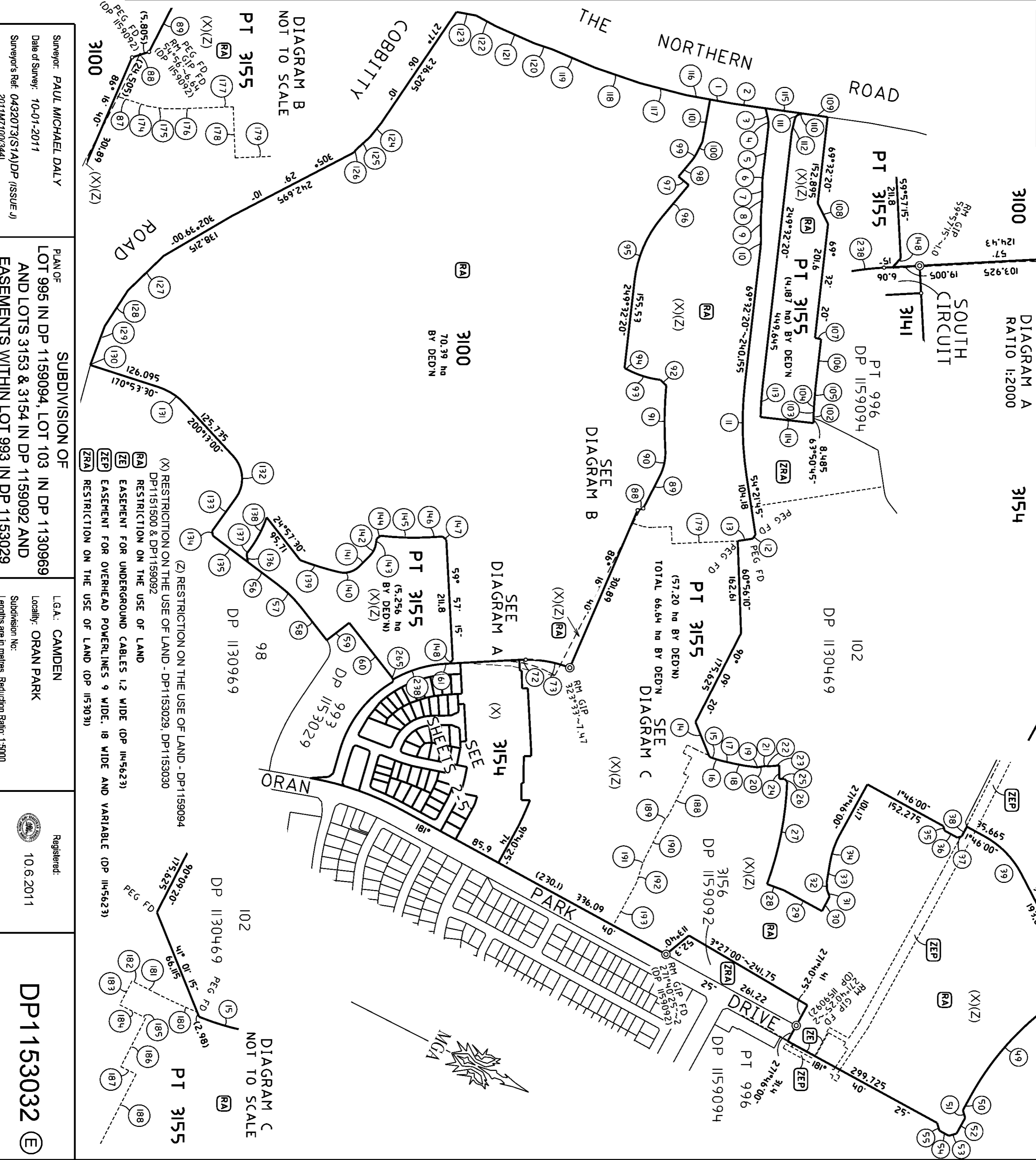
No.	BEARING	CHORD	ARC	RADIUS
1	34°15'55"	40.795		
2	34°06'05"	58.1		
3	50°19'10"	18.81		
4	59°55'45"	14.39		
5	69°32'20"	88.46		
6	66°06'30"	5.495		
7	66°00'20"	31.745		
8	66°27'	3.69		
9	66°45'	60.01		
10	65°03'50"	25.185		
11	61°57'05"	162.61		
12	99°21'45"	163.085		
13	144°21'45"	26.545		
14	4°01'15"	66.115		
15	354°17'50"	3.515		
16	349°54'05"	20.575		
17	345°50'50"	21.16		
18	341°54'55"	40.315		
19	330°31'45"	2.335		
20	323°04'30"	10.56		
21	329°02'35"	2.285		
22	334°23'50"	6.845		
23	327°21'20"	17.525		
24	63°17'25"	24.02		
25	333°17'25"	9.095		
26	19°06'35"	6.98		
27	74°07'05"	183.655		
28	353°09'35"	31.4		
29	1°40'25"	76.77		
30	270°00'	28.97		
31	222°40'30"	13.26		
32	241°35'55"	12.84		
33	252°30'30"	34.41		
34	262°08'15"	52.355		
35	46°38'35"	8.505		
36	1°46'	25.5		
37	316°46'	8.485		
38	269°43'50"	19.01		
39	108°42'	92.915		
40	170°05'50"	14.01		
41	125°22'45"	4.535		
42	125°38'	3.565		
43	205°38'	19		
44	305°38'	3.565		
45	305°22'05"	4.535		
46	260°04'35"	14.28		
47	302°49'30"	19.025		
48	348°22'55"	13.575		
49	286°09'20"	24.379		
50	271°46'	28.565		
51	226°43'10"	14.13		
52	271°46'	31.4		
53	316°43'10"	14.155		
54	1°40'25"	19		
55	46°43'10"	14.13		
56	189°59'	67.745		
57	197°28'20"	54.48		
58	204°57'40"	54.48		
59	115°16'25"	74.405		
60	204°57'35"	122.68		
61	329°57'15"	15		
62	329°57'15"	6.06		
63	342°06'55"	88.565		
64	315°09'20"	10.445		
65	270°09'20"	63.08		
66	254°51'10"	48.505		
67	243°50'45"	112.805		
68	186°51'40"	14.39		
69	186°51'40"	57.415		
70	180°11'05"	9.015		
71	266°11'35"	119.28		
72	282°50'50"	75.425		
73	192°28'25"	23.43		
74	282°50'50"	37.19		
75	270°01'15"	24.36		
76	253°15'55"	75.745		
77	244°03'35"	5.015		
78	245°14'35"	9.095		
79	246°33'40"	10.635		
80	247°30'50"	28.41		
81	249°32'35"	86.785		
82	165°10'40"	10.99		
83	216°33'45"	40.67		
84	341°06'05"	44.055		
85	319°30'20"	6.395		
86	287°49'15"	11.135		
87	256°08'05"	24.025		
88	246°51'	54.81		

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
114	159°32'20"	93.79		
115	34°10'05"	66.185		
116	77°45'45"	50.025		
117	94°42'05"	54.24		
118	153°05'45"	4.53		
119	184°09'20"	34.555		
120	182°34'55"	42.96		
121	345°53'45"	120.425		
122	184°46'25"	39.3		
123	226°43'10"	8.46		
124	46°43'10"	8.46		
125	226°46'25"	4.245		
126	305°44'55"	5		
127	55°53'10"	81.705		
128	302°56'45"	49.3		
129	354°24'50"	44.35		
130	309°03'45"	9.125		
131	185°33'15"	54.725		
132	239°25'40"	73.46		
133	278°38'25"	71.645		
134	234°18'40"	8.585		
135	189°59'	76.87		
136	234°59'	14.85		
137	279°59'	7.23		
138	270°54'55"	65.91		
139	350°10'10"	71.35		
140	317°06'40"	37.435		
141	287°41'15"	26.45		
142	269°31'35"	23.75		
143	251°32'50"	8.705		
144	295°53'35"	8.58		
145	334°55'10"	84.21		
146	329°57'15"	25.16		
147	14°57'15"	8.485		
148	104°57'15"	8.485		
149	59°57'15"	19.3		
150	329°57'10"	1.5		
151	330°14'20"	1.895		
152	62°11'30"	31.285		
153	332°11'30"	10.21		
154	61°34'30"	14.145		
155	152°50'10"	12.905		
156	64°08'40"	30.01		
157	62°51'10"	17.3		
158	152°51'10"	3.705		
159	62°50'10"	30.005		
160	152°51'05"	15		
161	330°14'20"	1.895		
162	62°11'30"	31.285		
163	332°11'30"	10.21		
164	61°34'30"	14.145		
165	152°50'10"	12.905		
166	64°08'40"	30.01		
167	62°51'10"	17.3		
168	152°51'10"	3.705		
169	62°50'10"	30.005		
170	152°51'05"	15		
171	85°27'10"	14.56		
172	87°01'40"	17.995		
173	88°14'40"	17.145		
174	350°49'40"	16.71		
175	341°31'45"	10.155		
176	333°23'05"	7.225		
177	330°54'20"	32.9		
178	60°54'20"	30		
179	330°37'50"	115.76		
180	177°35'50"	26.18		
181	180°09'20"	15.185		
182	181°03'25"	1.03		
183	90°00'	15.765		
184	0°09'20"	16.175		
185	0°04'10"	0.915		
186	90°09'15"	32		
187	359°09'40"	10		
188	90°09'15"	77.2		
189	99°56'45"	14.2		
190	90°00'	73.515		
191	84°19'30"	14.23		
192	80°28'55"	30		
193	316°32'10"	86.26		
194	316°32'10"	97.32		
255	36°52'20"	3.30		
256	36°52'20"	98.22		
257	36°52'20"	209.7		
258	36°52'20"	8		

SCHEDULE OF SHORT BOUNDARIES

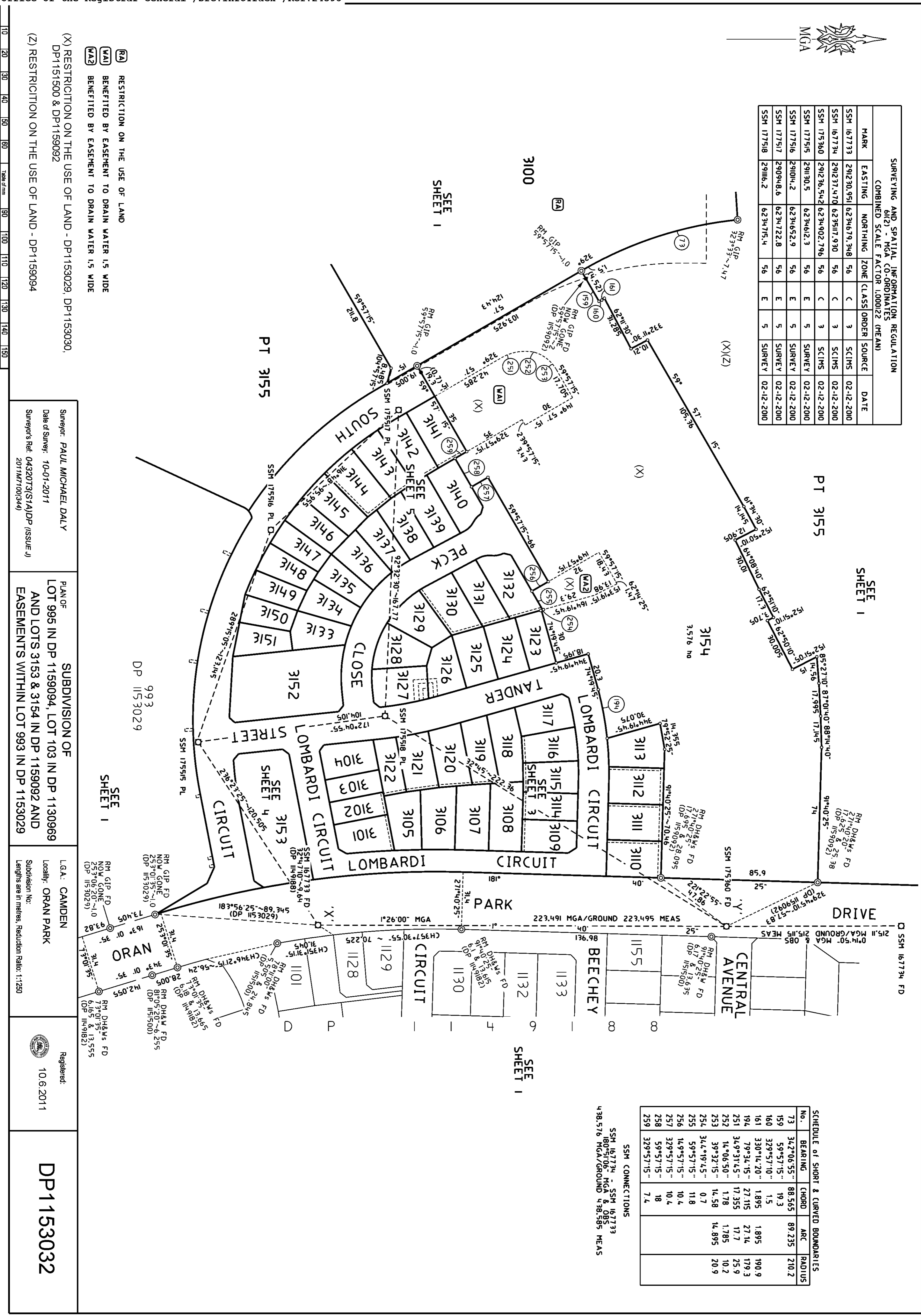
No.	BEARING	CHORD
127	288°57'10"	87.365
128	276°58'20"	75.195
129	263°23'	71.435
130	58°08'25"	1.415





M/GA

SURVEYING AND SPATIAL INFORMATION REGULATION 6(1)(2) - MGA CO-ORDINATES (COMBINED SCALE FACTOR 1.000122 (MEAN))					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER SOURCE DATE
SSM 167733	291230.951	6234679.348	56	C	3 SCIMS 02-12-2010
SSM 167734	291237.470	6235017.930	56	C	3 SCIMS 02-12-2010
SSM 175360	291236.542	6234902.796	56	C	3 SCIMS 02-12-2010
SSM 177515	29130.5	6234612.3	56	E	5 SURVEY 02-12-2010
SSM 177516	29104.2	6234652.9	56	E	5 SURVEY 02-12-2010
SSM 177517	29094.8	6234722.8	56	E	5 SURVEY 02-12-2010
SSM 177518	29116.2	6234715.4	56	E	5 SURVEY 02-12-2010



SCHEDULE of SHORT & CURVED BOUNDARIES			
No.	BEARING	CHORD	RADIUS
73	342°06'55"	88.565	89.235
159	59°57'15"	19.3	210.2
160	329°57'10"	1.5	
161	330°14'20"	1.895	1.895
194	79°34'15"	27.115	179.3
251	349°31'45"	17.355	25.9
252	14°06'50"	1.78	10.2
253	39°32'15"	14.58	20.9
254	344°19'45"	0.7	
255	59°57'15"	11.8	
256	149°57'15"	10.4	
257	329°57'15"	10.4	
258	59°57'15"	18	
259	329°57'15"	7.4	

SSM CONNECTIONS
SSM 167734 - SSM 167733
180°51'06" MGA & 085
438.576 MGA/GROUND 438.585 MEAS

- (RA) RESTRICTION ON THE USE OF LAND
- (WAI) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE
- (WAZ) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE

(X) RESTRICTION ON THE USE OF LAND - DP1153029, DP1153030,
DP1151500 & DP1159092

(Z) RESTRICTION ON THE USE OF LAND - DP1159094

Surveyor: PAUL MICHAEL DALY
Date of Survey: 10-01-2011
Surveyor's Ref: 0432073(S1A)DP (ISSUE J)
2011MT100(G44)

PLAN OF
SUBDIVISION OF
LOT 995 IN DP 1159094, LOT 103 IN DP 1130969
AND LOTS 3153 & 3154 IN DP 1159092 AND
EASEMENTS WITHIN LOT 993 IN DP 1153029

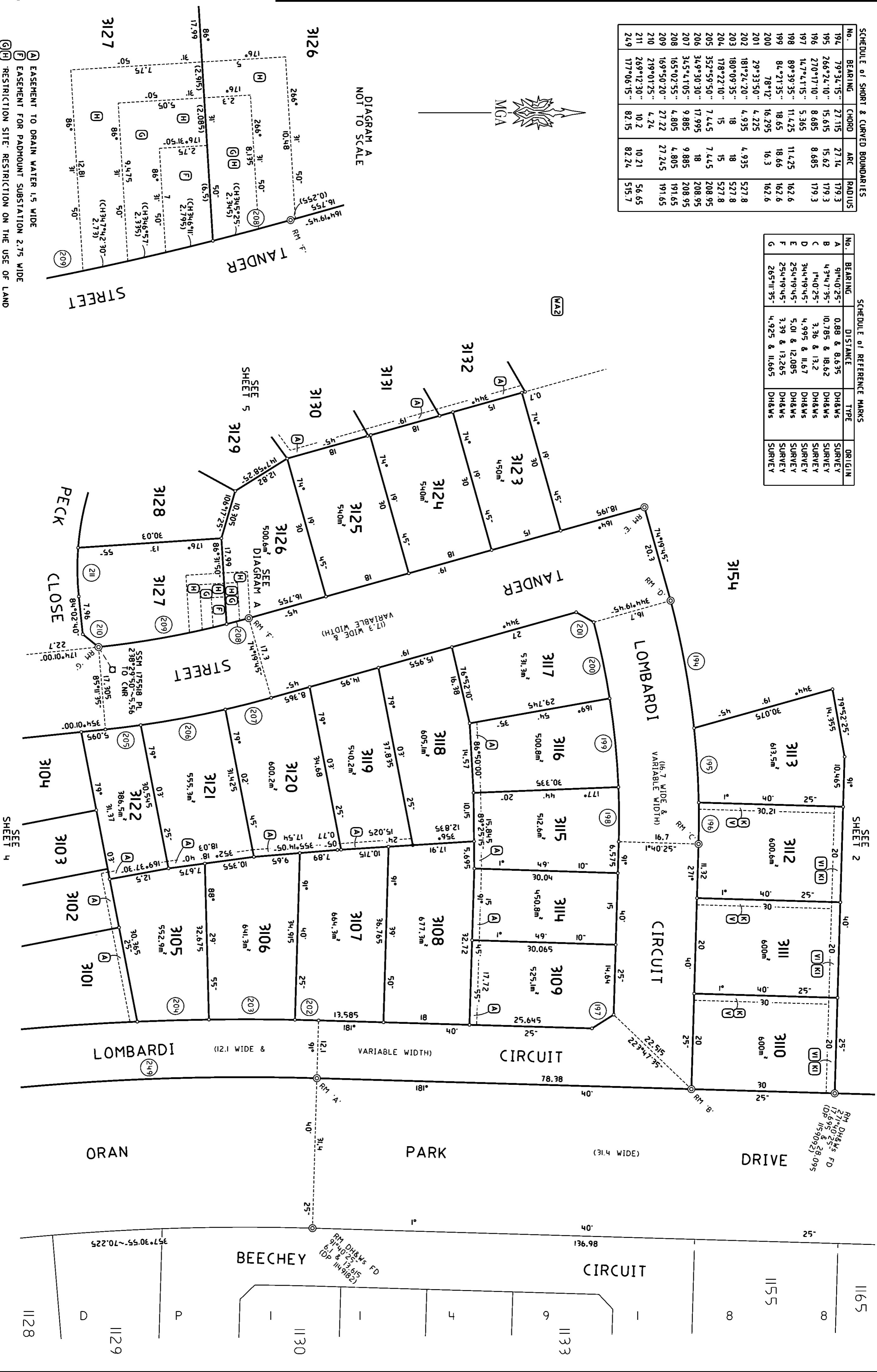
L.G.A.: CAMDEN
Locality: ORAN PARK
Subdivision No:
Lengths are in metres. Reduction Ratio: 1:1250

Registered:
10.6.2011

DP1153032

SCHEDULE of SHORT & CURVED BOUNDARIES			
No.	BEARING	CHORD	RADIUS
194	79°34.15"	27.115	179.3
195	266°24.10"	15.615	179.3
196	270°17.10"	8.685	179.3
197	147°41.15"	5.365	179.3
198	89°39.35"	11.425	162.6
199	84°21.35"	18.66	162.6
200	78°12"	16.295	162.6
201	29°33.50"	4.225	16.3
202	181°24.20"	4.935	527.8
203	180°09.35"	18	527.8
204	178°22.10"	15	527.8
205	352°59.50"	7.445	208.95
206	349°30.30"	17.995	208.95
207	345°41.05"	9.885	208.95
208	165°02.55"	4.805	191.65
209	169°50.20"	27.22	191.65
210	219°01.25"	4.24	56.65
211	269°12.30"	10.2	56.65
249	177°06.15"	82.15	515.7

SCHEDULE of REFERENCE MARKS			
No.	BEARING	DISTANCE	TYPE
A	9°40.25"	0.88 & 8.635	DH&WS SURVEY
B	43°47.35"	10.785 & 18.62	DH&WS SURVEY
C	1°40.25"	3.36 & 13.2	DH&WS SURVEY
D	344°19.45"	4.995 & 11.67	DH&WS SURVEY
E	254°19.45"	5.01 & 12.085	DH&WS SURVEY
F	254°19.45"	3.39 & 13.265	DH&WS SURVEY
G	265°11.35"	4.925 & 11.665	DH&WS SURVEY



Surveyor: PAUL MICHAEL DALY

Date of Survey: 10-01-2011

Surveyor's Ref: 0432073(S1ADP) (ISSUE J)

PLAN OF SUBDIVISION OF LOT 995 IN DP 1159094, LOT 103 IN DP 1130969 AND LOTS 3153 & 3154 IN DP 1159092 AND EASEMENTS WITHIN LOT 993 IN DP 1153029

L.G.A.: CAMDEN

Locality: ORAN PARK

Subdivision No: 10.6.2011

Registered: 10.6.2011

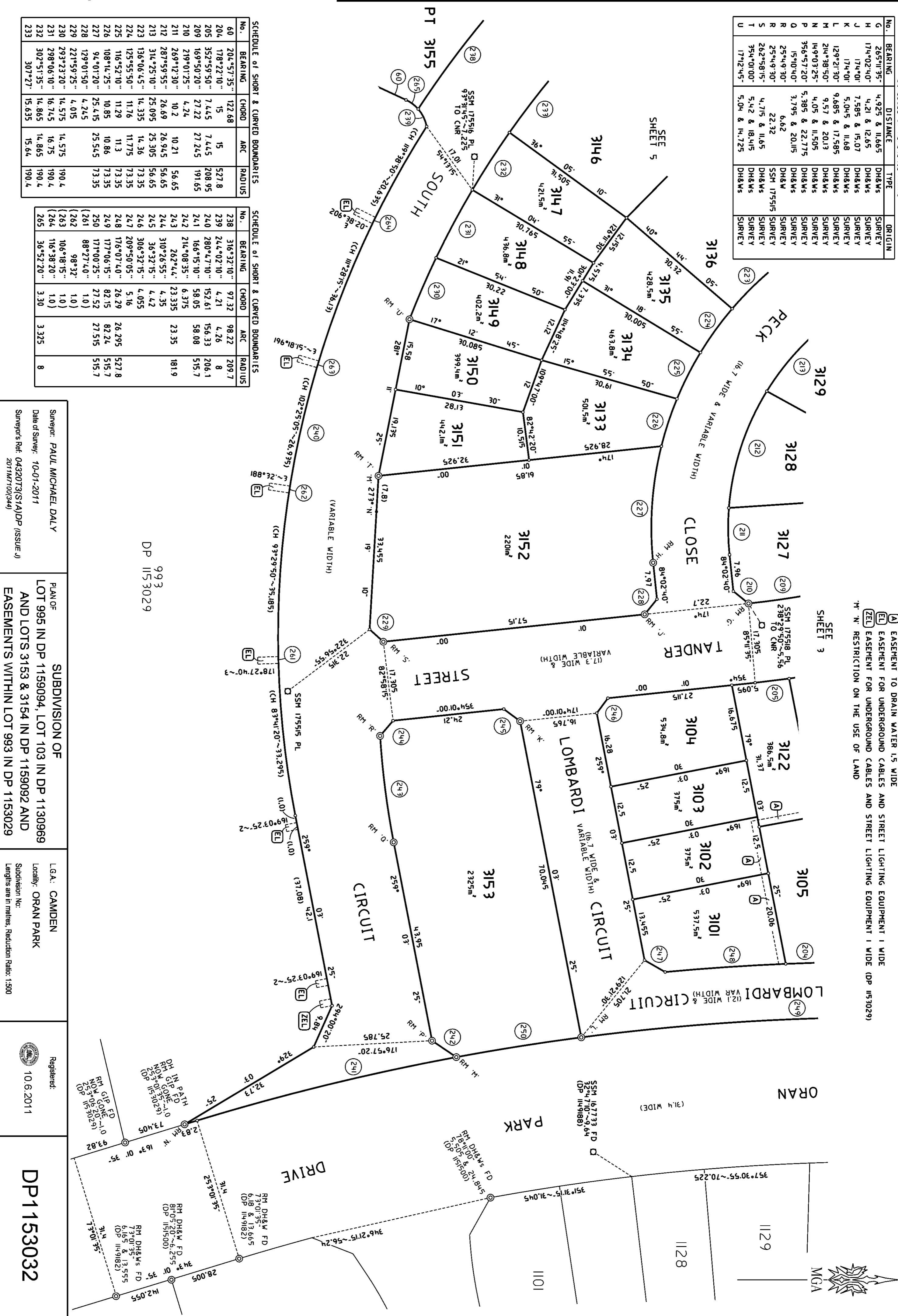
DP1153032

SCHEDULE of REFERENCE MARKS

No.	BEARING	DISTANCE	TYPE	ORIGIN
G	265°11'35"	4.925 & 11.665	DH&WS	SURVEY
H	174°02'40"	4.21 & 12.65	DH&WS	SURVEY
J	174°01'	7.585 & 15.07	DH&WS	SURVEY
K	174°01'	5.045 & 11.68	DH&WS	SURVEY
L	129°21'30"	9.685 & 17.585	DH&WS	SURVEY
M	214°38'50"	9.57 & 20.13	DH&WS	SURVEY
N	149°03'25"	4.05 & 11.505	DH&WS	SURVEY
P	356°57'20"	5.385 & 22.775	DH&WS	SURVEY
Q	15°10'40"	3.795 & 20.115	DH&WS	SURVEY
R	25°49'30"	6.62	DH&WS	SURVEY
S	25°49'30"	22.32	SSM 175515	SURVEY
T	262°58'15"	4.715 & 11.65	DH&WS	SURVEY
U	354°01'00"	5.42 & 18.415	DH&WS	SURVEY
U	17°12'45"	5.04 & 14.725	DH&WS	SURVEY

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
(EL) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE
(ZEL) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (DP 1153029)
"N" RESTRICTION ON THE USE OF LAND

SEE SHEET 3



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
60	204°57'35"	122.68	15	527.8
204	178°22'10"	15	15	208.95
205	352°59'50"	7.445	7.445	191.65
209	169°50'20"	27.22	27.22	191.65
210	219°01'25"	4.24	4.24	56.65
211	269°12'30"	10.2	10.21	56.65
212	287°59'55"	26.69	26.945	56.65
213	314°25'10"	25.095	25.305	56.65
223	136°06'45"	14.335	14.36	73.35
224	125°55'50"	11.76	11.775	73.35
225	116°52'10"	11.29	11.3	73.35
226	108°14'25"	10.85	10.86	73.35
227	94°01'20"	25.415	25.545	73.35
228	129°01'50"	4.245	4.015	190.4
229	221°59'25"	4.015	4.015	190.4
230	293°23'20"	14.575	14.575	190.4
231	298°06'10"	16.745	16.75	190.4
232	302°51'35"	14.865	14.865	190.4
233	307°27'	15.635	15.64	190.4

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
238	316°32'10"	97.32	98.22	209.7
239	244°02'10"	4.21	4.26	8
240	280°47'10"	152.61	156.33	206.1
241	166°15'10"	58.05	58.08	515.7
242	214°08'35"	6.375	23.35	181.9
243	262°44'	23.335	23.35	181.9
244	310°26'55"	4.35	4.35	26.295
245	36°32'15"	4.42	4.42	527.8
246	306°32'15"	4.055	5.16	515.7
247	209°50'05"	5.16	26.295	515.7
248	176°07'40"	26.29	82.15	515.7
249	177°06'15"	82.15	82.24	515.7
250	171°00'25"	27.52	27.515	515.7
251	88°27'40"	1.0	1.0	1.0
252	98°32'	1.0	1.0	1.0
253	106°18'15"	1.0	1.0	1.0
254	116°38'20"	1.0	1.0	1.0
255	36°52'20"	3.30	3.325	8

Surveyor: PAUL MICHAEL DALY
Date of Survey: 10-01-2011
Surveyor's Ref: 0432073(S1A)DP (ISSUE J)
2011M7100(344)

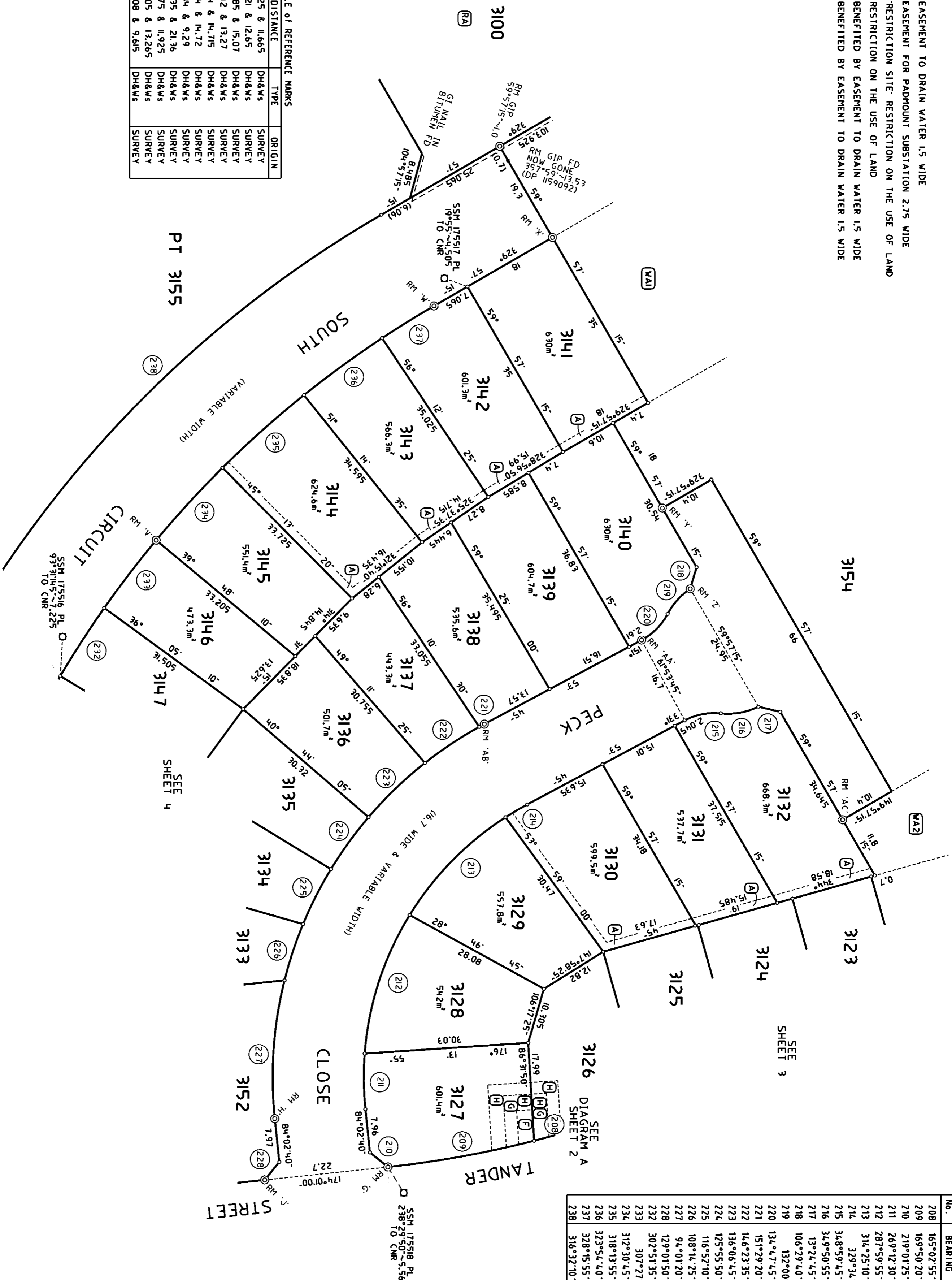
PLAN OF
LOT 995 IN DP 1159094, LOT 103 IN DP 1130969
AND LOTS 3153 & 3154 IN DP 1159092 AND
EASEMENTS WITHIN LOT 993 IN DP 1153029

L.G.A.: CAMDEN
Locality: ORAN PARK
Subdivision No:
Lengths are in metres. Reduction Ratio: 1:500

Registered:
10.6.2011

DP1153032

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (E) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (G) RESTRICTION SITE RESTRICTION ON THE USE OF LAND
- (H) RESTRICTION ON THE USE OF LAND
- (RA) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE
- (MA) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE
- (MA2) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE



SCHEDULE of REFERENCE MARKS			
No.	BEARING	DISTANCE	TYPE
G	265°11'35"	4.925 & 11.665	DH&WS SURVEY
H	174°02'40"	4.21 & 12.65	DH&WS SURVEY
J	174°01'	7.585 & 15.07	DH&WS SURVEY
V	39°48'10"	3.42 & 13.27	DH&WS SURVEY
W	59°57'15"	3.4 & 14.715	DH&WS SURVEY
X	59°57'15"	3.4 & 14.72	DH&WS SURVEY
Y	191°33'45"	1.84 & 9.29	DH&WS SURVEY
Z	239°57'15"	3.335 & 21.36	DH&WS SURVEY
AA	241°53'45"	4.75 & 11.925	DH&WS SURVEY
AB	241°53'45"	3.405 & 13.265	DH&WS SURVEY
AC	106°05'30"	2.08 & 9.615	DH&WS SURVEY

SCHEDULE of SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
208	165°02'55"	4.805	4.805	191.65
209	169°50'20"	27.22	27.245	191.65
210	219°01'25"	4.24		
211	269°12'30"	10.2	10.21	56.65
212	287°59'55"	26.69	26.945	56.65
213	314°25'10"	25.095	25.305	56.65
214	329°34'	4.62	4.625	56.65
215	348°59'45"	6.765	6.865	11.5
216	349°50'55"	6.995	7.09	12.5
217	13°24'45"	4.115		
218	106°29'40"	4.115		
219	132°00'	6.175	6.24	12.5
220	134°47'45"	6.765	6.865	11.5
221	151°29'20"	1.06	1.06	73.35
222	146°23'35"	11.95	11.965	73.35
223	136°06'45"	14.335	14.36	73.35
224	125°55'50"	11.76	11.775	73.35
225	116°52'10"	11.29	11.3	73.35
226	108°14'25"	10.85	10.86	73.35
227	94°01'20"	25.415	25.545	73.35
228	129°01'50"	4.245		
229	302°51'35"	14.865	14.865	190.4
230	307°27'	15.635	15.64	190.4
231	312°30'45"	18	18.005	190.4
232	318°13'55"	20	20.01	190.4
233	323°54'40"	17.72	17.73	190.4
234	328°15'55"	11.215	11.22	190.4
235	316°32'10"	97.32	98.22	209.7

Surveyor: PAUL MICHAEL DALY

Date of Survey: 10-01-2011

Surveyor's Ref: 0432073(S1A)DP (ISSUE J)

PLAN OF

SUBDIVISION OF

LOT 995 IN DP 1159094, LOT 103 IN DP 1130969

AND LOTS 3153 & 3154 IN DP 1159092 AND

EASEMENTS WITHIN LOT 993 IN DP 1153029

L.G.A.: CAMDEN

Locality: ORAN PARK

Subdivision No:

Registered:

10.6.2011

DP1153032

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (EL)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F)
4. RESTRICTION ON THE USE OF LAND (G) (H)
5. RESTRICTION ON THE USE OF LAND 1.4 WIDE (K)
6. RESTRICTION ON THE USE OF LAND 1.8 WIDE (K1)
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. POSITIVE COVENANT 1.4 WIDE (V)
14. POSITIVE COVENANT 1.8 WIDE (V1)
15. RESTRICTION ON THE USE OF LAND (RA)

IT IS INTENDED TO DEDICATE :

LOMBARDI CIRCUIT, PECK CLOSE, SOUTH CIRCUIT AND TANDER STREET TO THE PUBLIC AS PUBLIC ROAD

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

Crown Lands NSW/Western Lands Office Approval

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

Signature:
Date:
File Number:
Office:

Subdivision Certificate

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

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

Camden Council
* Authorised Person/General Manager/Accredited Certifier


Consent Authority: Camden Council
Date of Endorsement: 6th May 2011
Accreditation no:
Subdivision Certificate no: 18/2011
File no: PA 1435/2009

* Strike through inapplicable parts.

Office Use Only

DP1153032

Office Use Only

Registered:  10.6.2011
Title System: TORRENS
Purpose: SUBDIVISION

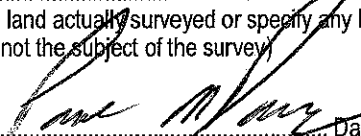
PLAN OF
SUBDIVISION OF
LOT 995 IN DP 1159094, LOT 103 IN 1130969
AND LOTS 3153 & 3154 IN DP 1159092 AND
EASEMENTS WITHIN LOT 993 IN DP 1153029

L.G.A.: CAMDEN
Locality: ORAN PARK
Parish: COOK
County: CUMBERLAND

Surveying Certificate

I PAUL MICHAEL DALY
of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN
a surveyor registered under the Surveying and Spatial Information Act,
2002, certify that the survey represented in this plan is accurate, has
been made in accordance with the Surveying and Spatial Information
Regulation, 2006 and was completed on: 10-01-2011

The survey relates to
LOTS 3101 TO 3154
PART LOT 3100 AND PART LOT 3155 COMPILED
(specify the land actually surveyed or specify any land shown in the
plan that is not the subject of the survey)

Signature  Dated: 25-02-2011
Surveyor registered under the Surveying and Spatial
Information Act 2002

Datum Line: 'X'-'Y'
Type: Urban/~~Rural~~

Plans used in the preparation of survey/compilation

DP 1130969	DP 1153030
DP 1149172	DP 1153031
DP 1149182	DP 1159092
DP 1149188	DP 1159094
DP 1149191	
DP 1151500	
DP 1153029	

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

SURVEYOR'S REFERENCE: 04320T3(S1A)DP (ISSUE J)
2011M7100(344)

PLAN FORM 6 (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF

SUBDIVISION OF

LOT 995 IN DP 1159094, LOT 103 IN DP 1130969
 AND LOTS 3153 & 3154 IN DP 1159092 AND
 EASEMENTS WITHIN LOT 993 IN DP 1153029

Office Use Only

DP1153032

Registered:



10.6.2011

Office Use Only

Subdivision Certificate No:

18 / 2011

Date of Endorsement:

6th May 2011

Signed by Leppington Pastoral Company Pty Ltd
 ACN 000420404

Signature:

Mark Perich

Signature:

Ralph Bruce

Print Name:

Mark Perich

Print Name:

RALPH BRUCE

Office Held

Loft Book 4586 No. 836
 23/3/10

Office Held

PJA 4586/836. Dated 23/3/2010

Signed by me **MATTHEW BEGGS**
 as delegate of Landcom and I hereby
 declare that I have no notice of revocation
 of such delegation.

Signature:

Matthew Beggs

Certified correct for the purposes of the
 Real Property Act 1900 by the Mortgagee
 SIGNED by **GEORGE SMITH** as attorney
 for Westpac Banking Corporation under
 power of attorney Book 4299 No. 332

(Signature)

George Smith

Tier Three Attorney

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

I certify that the attorney for the Mortgagee
 with whom I am personally acquainted or as
 to whose identity I am otherwise satisfied,
 signed this instrument in my presence.

Signature of witness:

KATHLEEN FOX

Name of witness:

Kathleen Fox

Address of witness: Level 29, 275 Kent St
 Sydney NSW 2000

DP1233108

PLAN FORM 6 (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:



21.11.2018

Office Use Only

Office Use Only

DP1233108

Title System: TORRENS

PLAN OF

SUBDIVISION OF
LOT 6146 IN DP 1219869LGA: CAMDEN
Locality: ORAN PARK
Parish: COOK
County: CUMBERLAND

Survey Certificate

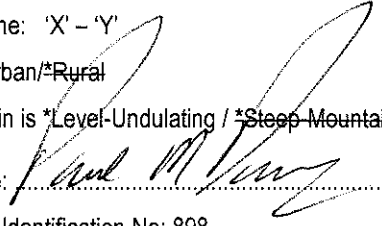
I, PAUL MICHAEL DALY

of JOHN M DALY & ASSOC PTY LTD PO BOX 25 CAMPBELLTOWN
a surveyor registered under the *Surveying and Spatial Information Act 2002*, 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 14-11-2017 , or*(b) The part of the land shown in the plan (*being/*excluding **)
was surveyed in accordance with the *Surveying and Spatial
Information Regulation 2017*, the part surveyed is accurate and the
survey was completed on, the part not surveyed
was compiled in accordance with that Regulation, or*(c) The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2017.

Datum Line: 'X' - 'Y'

Type: *Urban/*Rural

The terrain is *Level-Undulating / *Steep-Mountainous.

Signature:  Dated: 3.10.2018

Surveyor Identification No: 898

Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*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:

Subdivision Certificate

I, SUGULE MOHAMED
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and
Assessment Act 1979* have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.Signature: 

Accreditation number:

Consent Authority: Camden CouncilDate of endorsement: 29/10/2018Subdivision Certificate number: 14.2017.75.1File number: DA/2017/75

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

R23145-1603

DP1169698

DP1219869

Statements of intention to dedicate public roads, create public reserves
and drainage reserves, acquire/resume land.

Surveyor's Reference: 04320T6(S2)DP

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



21.11.2018

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF
LOT 6146 IN DP 1219869

DP1233108

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.

Subdivision Certificate number: 14.2017.75.1


Date of Endorsement: 29/10/2018

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND 1.8 WIDE (K)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. POSITIVE COVENANT 1.8 WIDE (V)
11. POSITIVE COVENANT (APZ)
12. POSITIVE COVENANT (VM)

Schedule of Street Addresses

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
6201	N/A	37	EWING	LOOP	ORAN PARK
6202	N/A	39	EWING	LOOP	ORAN PARK
6203	N/A	41	EWING	LOOP	ORAN PARK
6204	N/A	43	EWING	LOOP	ORAN PARK
6205	N/A	45	EWING	LOOP	ORAN PARK
6206	N/A	47	EWING	LOOP	ORAN PARK
6207	N/A	49	EWING	LOOP	ORAN PARK
6208	N/A	51	EWING	LOOP	ORAN PARK
6209	N/A	53	EWING	LOOP	ORAN PARK
6210	N/A	55	EWING	LOOP	ORAN PARK
6211	N/A	57	EWING	LOOP	ORAN PARK
6212	N/A	59	EWING	LOOP	ORAN PARK



 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 04320T6(S2)DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  21.11.2018 Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF
LOT 6146 IN DP 1219869

DP1233108

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.

Subdivision Certificate number: 14.2017.75.1

Date of Endorsement: 29/10/2018

Signed by Leppington Pastoral Company Pty Ltd

ACN 000 420 404

Signature: Signature: 

Print Name: MICHAEL ROBERT OWENS

Print Name: MARK PERICH

Office Held: P of A BOOK 4697 No 601

Office Held: P of A BOOK 4697 No 601

Witness Signature: Witness Signature: 

Print Name: RAY FARD

Print Name: RAY FARD

Witness Address: 60 STATION ST,
PARRAMATTA 2150Witness Address: 60 STATION ST,
PARRAMATTA 2150

Signed by Greenfields Development Company No.2 Pty Ltd

ACN 133 939 965

Signature: Signature: 

Print Name: MICHAEL ROBERT OWENS

Print Name: MARK PERICH

Office Held: P of A BOOK 4697 No 604


Office Held: P of A BOOK 4697 No 604

Witness Signature: Witness Signature: 

Print Name: RAY FARD

Print Name: RAY FARD

Witness Address: 60 STATION ST,
PARRAMATTA 2150
NSWWitness Address: 60 STATION ST,
PARRAMATTA 2150
NSW


Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 04320T6(S2)DP

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

APPLICANT: Suman Suri
Lvl 5,459 collins st 3000

Certificate number: 20234370
Reference number: 1316847
Certificate issue date: 04/07/2025
Certificate fee: \$71.00
Applicant's reference:
Property number: 1180947
Applicant's email: ecertificates@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 6209 DP: 1233108
Address: **53 Ewing Loop ORAN PARK NSW 2570**

BACKGROUND INFORMATION

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





1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

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

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

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

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

(4) In this section—

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

STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

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

LOCAL ENVIRONMENTAL PLANS (LEPs)

The land is not within a Local Environmental Plan.



DEVELOPMENT CONTROL PLANS (DCPs)

Oran Park Precinct Development Control Plan 2007, as amended

PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

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

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

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

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

PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)

No.

DRAFT DEVELOPMENT CONTROL PLANS (DCPs)

Draft Oran Park Precinct DCP – Housekeeping Amendment

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

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

(a) ZONE C4 ENVIRONMENTAL LIVING - ORAN PARK AND TURNER ROAD PRECINCT PLAN

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

(i) Permitted without consent

Nil

(ii) Permitted with consent

Bed and breakfast accommodation; Drainage; Dwelling houses; Earthworks; Electricity generating works; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Horticulture; Recreation areas; Recreation facilities (outdoor); Roads; Telecommunications facilities; Temporary structures; Water recreation structures ; Water recycling facilities; Waterbodies (artificial)

(iii) Prohibited



Any other development not otherwise specified in item (i) or (ii)

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

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

(i) Permitted without consent

Nil

(ii) Permitted with consent

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

(iii) Prohibited

Agriculture; Airports; Airstrips; Biosolid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities); Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies

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

No.

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

C4 Environmental Living:

Oran Park and Turner Road Precinct Plan, Section 4.1A, fixes a minimum 1,000m² for the erection of a dwelling house in the C4 Environmental Living Zone

R1 General Residential:

Oran Park and Turner Road Precinct Plan, Section 4.1A, fixes a minimum 300m² for the erection of a dwelling house; however, exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m² and minimum 225m²

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

No.



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

No.

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

No.

3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023

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

(a) the name of the region

No

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

No

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

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

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

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

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

4 COMPLYING DEVELOPMENT

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying



Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

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

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

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

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

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

HOUSING CODE

Complying development MAY or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land. The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below,

* The land is located within a Riparian Protection area.

RURAL HOUSING CODE

Complying development MAY or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land. The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below,

* The land is located within a Riparian Protection area.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land. The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below,

* The land is located within a Riparian Protection area.

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

(a) for the purposes of dual occupancies, and

(b) carried out on land in Zone R2 Low Density Residential, and

(c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE



Complying development MAY or MAY NOT be carried out on the land.
Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land. The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below,
* The land is located within a Riparian Protection area.

GREENFIELD HOUSING CODE

Complying development MAY or MAY NOT be carried out on the land.
Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land. The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below,
* The land is located within a Riparian Protection area.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE

Complying development MAY or MAY NOT be carried out on the land.
Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land. The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below,
* The land is located within a Riparian Protection area.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.



SUBDIVISIONS CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

5 EXEMPT DEVELOPMENT

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

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

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

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

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

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

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land



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

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

7 LAND RESERVED FOR ACQUISITION

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

No.

8 ROAD WIDENING AND ROAD REALIGNMENT

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

- (a) the Roads Act 1993, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

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

No response required

(3) In this section—

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

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

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

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

LAND SLIP

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

BUSH FIRE

The land is affected by the provisions of a Development Control Plan and by Planning for Bush Fire Protection (NSW Rural Fire Service) that may restrict the development of the land because of the likelihood of bushfire.

TIDAL INUNDATION

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

SUBSIDENCE



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

ACID SULFATE SOILS

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

CONTAMINATION

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

AIRCRAFT NOISE

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

SALINITY

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

COASTAL HAZARDS

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

SEA LEVEL RISE

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

11 BUSH FIRE PRONE LAND

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.



Some of the land has been identified as bush fire prone land on the Camden Council Bush Fire Prone Land Mapping, as certified by the Commissioner of the NSW Rural Fire Service under Section 10.3(2) of the Environmental Planning and Assessment Act, 1979.

12 LOOSE-FILL ASBESTOS INSULATION

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

No.

13 MINE SUBSIDENCE

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

No.

14 PAPER SUBDIVISION INFORMATION

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

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

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

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

Not Applicable

15 PROPERTY VEGETATION PLANS

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

No.

16 BIODIVERSITY STEWARDSHIP SITES

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

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



No.

17 BIODIVERSITY CERTIFIED LAND

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

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

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

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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

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

Not Applicable.

20 WESTERN SYDNEY AEROTROPOLIS

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

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

No.

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

No.

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

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



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

No.

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

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

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

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

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

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

No.

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

No.

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

No.

(4) In this section—

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

23 WATER OR SEWERAGE SERVICES



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

Not applicable.

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

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

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

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

No.

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

No.

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

No.

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

No.

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

Yes.

DISCLAIMER AND CAUTION



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

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

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

Andrew Carfield
General Manager

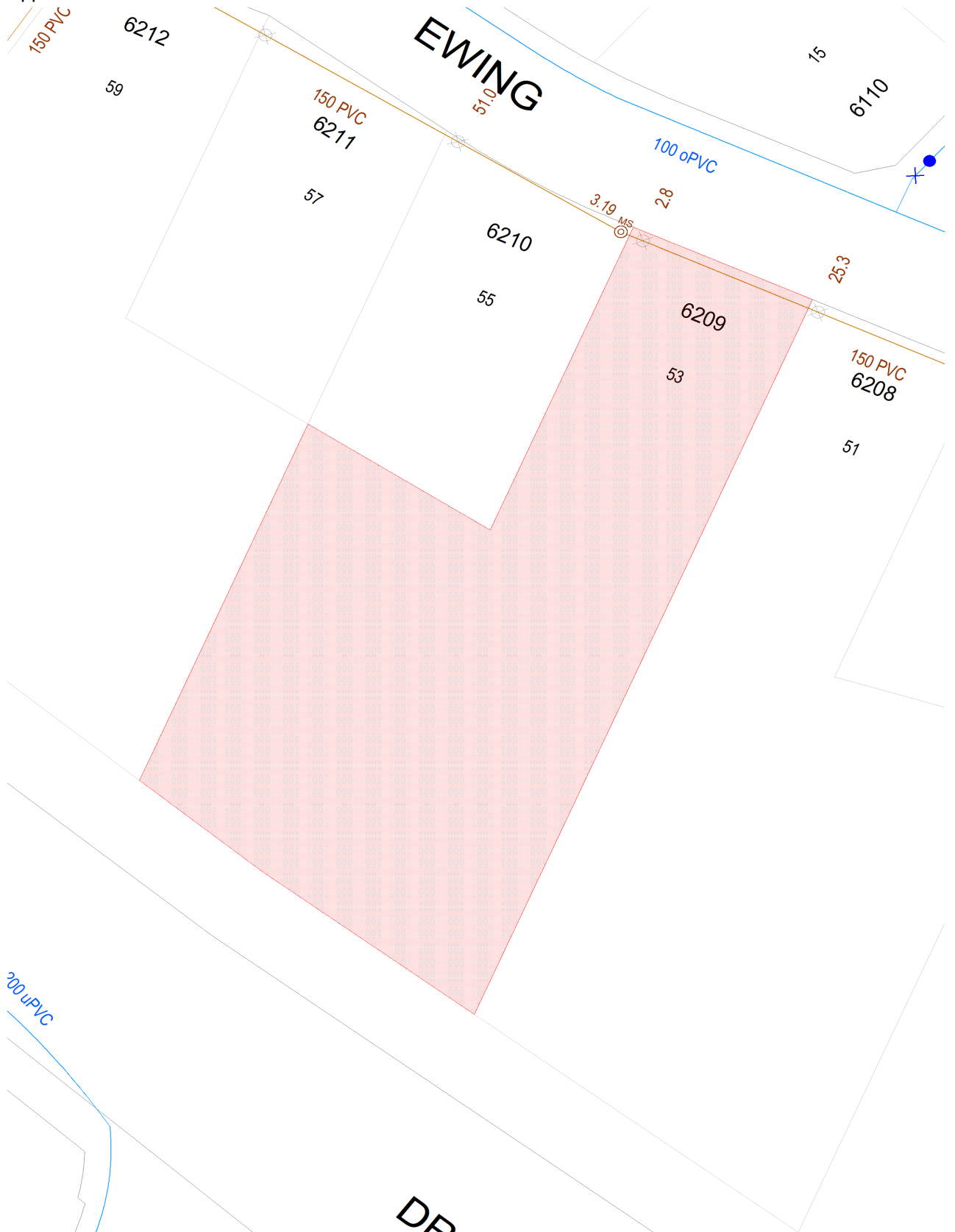
Requisitions on Title

No.	Requisition	Vendor's Response
1.	In these requisitions PROPERTY means land together with improvements and fixtures, LAND means land without improvements and fixtures, IMPROVEMENTS means improvements and fixtures and includes common property (if any).	Noted
2.	Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering this transaction or subsequently which would affect completion of this transaction?	No
3.	Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property?	Not as far as the vendor is aware
4.	Is the Vendor aware of any unsatisfied judgments orders or writs of execution which may affect the property or bind the Vendor?	Not as far as the vendor is aware
5.	Has an order been made or has the Vendor received notice of an application for an order under any relevant family law legislation which would impact on this sale?	No
6.	Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge, or encumbrance or any of them not fully owned by the Vendor?	No
7.	The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the property.	Noted as per the contract
8.	Is the Vendor aware of any latent defects in title to any part of the property, including pipes or structures beneath the surface of the land?	The vendor relies on the contract and the purchaser should rely on their own enquiries.
9.	Is the Vendor aware of any restrictive covenants which affect or benefit the land and have not been disclosed to the Purchaser?	Not as far as the vendor is aware
10.	Is the Vendor aware of a building certificate under Section 6.25 of the <i>Environmental Planning and Assessment Act 1979</i> in respect of the property which is not disclosed in the contract?	No
11.	Is the Vendor aware of any notice, order, or intended or threatened action under Section 124 of the <i>Local Government Act 1993</i> which is not disclosed in the contract?	No
12.	Is there any currently applicable development approval or consent to the use of the property which is not disclosed in this contract?	No
13.	Are there any restrictions on the use of, or development of the property by reason of the likelihood of land slip, bush fire, flooding, tidal inundation, noise exposure, subsidence, or any other risk?	The vendor relies on the contract
14.	Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the <i>Heritage Act 1977</i> which is not disclosed in the contract?	The vendor relies on the contract
15.	Is there a requirement under the <i>Home Building Act 1989</i> for the Vendor to provide a Certificate of Insurance which is not annexed to the contract?	No

No.	Requisition	Vendor's Response
16.	Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land which is not disclosed in the contract?	The vendor relies on the contract
17.	<p>Is the Vendor aware of any of the following which have not been disclosed to the Purchaser:</p> <ul style="list-style-type: none"> a) Any easement, licence or other entitlement which benefits or affects the land? b) Any easement, licence, agreement or right in respect of water, sewerage, drainage electricity, gas or other connections, pipes or services which benefit or affect the property? c) Any notice of resumption or intended resumption? d) Any proposal to re-align or widen any road which is adjacent to the property? e) Any proposal by any public or statutory authority? f) Any notice from a public or local authority requiring the doing of work or the expenditure of money on the property? g) Any work which has been done or intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage, or drainage) which has created or will create a charge on the land, and which may be recoverable from the Purchaser? h) Any claim or conduct to close, obstruct, or limit access to or from the land, or to an easement over the land? 	(a)-(h) No
18.	If the property is sold subject to tenancy, is the tenancy as disclosed in the contract or has been disclosed to the Purchaser?	Not applicable
19.	Has the Vendor (or any mortgagee of the land) a survey report in respect of the property which has not been disclosed to the Purchaser?	No

Service Location Print

Application Number: 8003165421



Document generated at 20-02-2024 04:40:15 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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Revenue

Enquiry ID	4065877
Agent ID	81429403
Issue Date	20 Feb 2024
Correspondence ID	1780120919
Your reference	24598

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1233108/6209	53 EWING LOOP ORAN PARK 2570	\$915 333	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 – Swimming Pools Regulation 2018

Pool no: 4b7db648
Property address: 53 EWING LOOP ORAN PARK
Date of inspection: 07 March 2024
Expiry date: 07 March 2025
Issuing authority: James King - Registered Certifier - bdc2869

Did not comply with AS1926.1 (2012).

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

The swimming pool poses a significant risk to public safety ☒

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

Non-compliance area/s:

Boundary fence	<input type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input checked="" type="checkbox"/>	Fence panels/gaps	<input type="checkbox"/>
Gate closure	<input type="checkbox"/>	Gate latch	<input type="checkbox"/>
Non-ancillary structure	<input type="checkbox"/>	Non-climbable zones	<input checked="" type="checkbox"/>
Signage	<input type="checkbox"/>	Window	<input type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

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

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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	4b7db648
Property Address:	53 EWING LOOP ORAN PARK
Date of Registration:	12 March 2024
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.


This is NOT a Certificate of Compliance

IMPORTANT NOTICE

This document has been digitally signed

This document has been approved as part of a Development Certificate issued in accordance with the provisions of the Environmental Planning and Assessment Act, 1979 (as amended).

In making this determination the document has been digitally signed.

A graphic consisting of several overlapping, semi-transparent shapes in shades of blue and green, arranged in a fan-like pattern pointing to the right.

Digitally Signed

Ref: 8049647

Luke O` Hara (BDC2867) - Date: 1/04/2021

Occupation Certificate (all types)

The following are important facts relating to documents and files that have been digitally signed:

- The use of digitally encrypted signatures has been introduced by Local Certification Services Pty Ltd because they provide greater security in verifying the authenticity of documents and files than conventional means of stamping.
- Digital signatures are issued and validated by an independent and legally recognised Certificate Authority.
- A valid digital signature verifies that the content of the document or file has not been altered since the digital signature was applied.
- The digital signature has been applied by the Registered Certifier that has approved the subject Development Certificate and verifies that the document or file was signed by the person to whom the digital signature was issued.
- A valid digital signature verifies that the file and the content of the entire document or file is the same as that issued by the Registered Certifier at the time of the Development Certificate was applied (i.e. not just the page on which it appears).
- Any alteration of the document or file that carries this digital signature will render this document or file invalid and the signatory to this document or file must be contacted personally in order to obtain a replacement copy. The replacement of a digitally signed document may incur an additional fee.
- The digital signature can be validated by most popular PDF document readers. If you have problems verifying signatures please check that in your pdf reader preferences that you allow it to trust root certificates installed in Windows to verify digital signatures. Some pdf readers only trust certificates issued by their own certificate authority as a default setting.

Should you require any additional information in relation to the use of the digital signatures and this Development Certificate or any related documents please contact Local Certification Services Pty Ltd on Ph: 1300 368 534 during regular business hours on weekdays.



Occupation Certificate

CERTIFICATE NUMBER: 8049647

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND: LOT: 6209
DP: 1233108
53 EWING LOOP
ORAN PARK
NSW 2570

DESCRIPTION OF WORK: SWIMMING POOL

BUILDING CLASSIFICATION: 10b

LIMITATIONS AND/OR EXCLUSIONS:

In accordance with the procedure outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000, the application for this Occupation Certificate has been determined as **approved** for the **WHOLE** building. This Certificate relates to the occupation or use of the part of building.

In making this determination, I hereby certify that:

- Complying Development Certificate No: 8049647.0 dated 02/09/2020 has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- A fire safety certificate has been issued for the building (where a fire safety schedule is required under Part 9), and.
- A report from the Fire Commissioner has been considered (if required).

DOCUMENTS ACCOMPANYING THE APPLICATION:

Record of Critical Stage Inspections

Certificate Issued By:

Luke O` Hara

BDC2867

on behalf of Local Certification Services Pty Ltd RBC7

01 Apr 2021

Date of Certificate

Digitally Signed

Ref: 8049647

Luke O` Hara (BDC2867) - Date: 1/04/2021

Occupation Certificate (all types)

Doc ID: 4CC4757





RECORD OF MANDATORY INSPECTIONS

P.O. Box 1077
NARELLAN NSW 2567
P: 1300 368 534
F:
E: info@localgroup.com.au

**Development
Consent Number:** 2019/588/1

**Development
Certificate Number:** 8049647

Our Reference: 8049647

Subject Land: Lot: 6209 D.P.: 1233108
53 Ewing Loop
ORAN PARK NSW 2570

In accordance with the requirements of Clause 151(2)(b)(iv) of the Environmental Planning and Assessment Regulations 2000, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Clause 162A of the Regulations.

This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

SCHEDULE "A"

Date of Activity	Type of Activity	Result	Accredited Certifier
7/09/2020	Pool Excavation Inspection	Satisfactory	Luke O'Hara BDC2867
7/09/2020	Commencement	Satisfactory (Minor issues) ---> Issues Resolved	Luke O'Hara BDC2867
9/09/2020	Pool Steel Inspection	Satisfactory	Luke O'Hara BDC2867
29/03/2021	Pool Fence Inspection	Satisfactory (Minor issues) ---> Issues Resolved	Michael Shanahan BDC0370
29/03/2021	Pool Final Inspection	Satisfactory	Michael Shanahan BDC0370
29/03/2021	File Review (Inspection Issues)	Satisfactory	Luke O'Hara BDC2867

Certificate Issued By
Luke O'Hara
BDC2867

on behalf of Local Certification Services Pty Ltd ABC7



Luke O'Hara (BDC2867) - Date: 1/04/2021
Occupation Certificate (all types)