

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

contract date (if not stated, the date this contract was made)

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

VENDOR	PURCHASER
<p>Signed by _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>Signed by _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>
<p><b>VENDOR (COMPANY)</b></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 _____ Signature of authorised person _____</p> <p>Name of authorised person _____ Name of authorised person _____</p> <p>Office held _____ Office held _____</p>	<p><b>PURCHASER (COMPANY)</b></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 _____ Signature of authorised person _____</p> <p>Name of authorised person _____ Name of authorised person _____</p> <p>Office held _____ Office held _____</p>

## Choices

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

☐ NO ☐ yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):

PEXA

**Manual transaction** (clause 30)

☒ NO ☐ yes

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

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

**Land tax** is adjustable

☒ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

☒ NO ☐ yes

(if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off-the-plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off-the-plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>
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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:
 

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

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

7 SUMMERS ST SPRING FARM NSW 2570

## **ADDITIONAL PROVISIONS**

### **1. INCONSISTENCY WITH PRINTED CONTRACT**

If there is any inconsistency between the printed conditions and these Special Conditions, then these Special Conditions shall prevail to the extent of any such inconsistency.

### **2. AMENDMENTS TO PRINTED CONDITIONS**

The printed conditions shall be amended in the following manner:

- (a) Clause 7.1.1 "5%" is deleted and replaced with \$1.
- (b) Clause 7.2.1 "10%" is deleted and replaced with \$1.

### **3. DEPOSIT**

#### **3.1 Release of Deposit**

Notwithstanding any provision contained herein to the contrary the purchaser hereby agrees to release the whole or any part of the deposit paid herein to the vendors to use as a.

- (a) Deposit on any property being purchased by the vendor in New South Wales; or
- (b) For the use by the vendor as stamp duty on any property being purchased by the vendors in New South Wales: or
- (c) For the use by the vendors as monies payable to any discharging mortgagee on completion: or
- (d) An ingoing contribution for a lease pursuant to the Retirement Villages Act: or
- (e) For the payment of a rental bond together with four (4) weeks rent in advance.

PROVIDED that the vendor does not permit further release of such deposit without the purchaser's consent. This clause shall be sufficient authority to the agent to release the deposit as noted in clause (a-e) herein and precludes the purchaser's written consent to be provided to the agent for such release.

#### **3.2 Release of Deposit for Settlement**

Should the vendor require funds held in the agent or another parties trust account for settlement, the purchaser authorises for the funds to be transferred to the trust account of the vendors conveyancer so that the funds are available for settlement in the PEXA workspace.

#### **4. COMPLETION DATE**

##### **4.1 Completion Date**

Completion of this Contract shall take place on the date specified on page one of this Contract ("the Completion Date").

##### **4.2. Notice to Complete**

4.2.1 If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by serving upon the other party a Notice to Complete the contract within fourteen (14) days from the date of service of such notice. The parties further agree that the period stipulated in such a notice shall be deemed to be sufficient to allow the parties to complete the contract provided that the said period is not less than fourteen (14) days.

4.2.2 Should it become necessary for the vendor to issue a Notice to Complete the purchaser will be responsible for payment of an amount of four hundred and ninety-five dollars (\$495) (inclusive of GST) on account of legal costs incurred by the Vendor as a result of the delay.

##### **4.3 Payment of Interest**

The parties agree that it is an essential term of this Contract that, in the event that completion does not take place by the Completion Date by reason of the Purchaser not being ready, willing and able to complete then the Purchaser must pay Interest on the balance of Purchase Price to the Vendor on completion at the rate of ten percent (10%) per annum calculated on a daily basis from the Completion Date until the actual date of completion (inclusive of both days);

##### **4.4 Genuine Pre-Estimate**

The parties agree that the amounts referred to in Special Condition 4.3 represent a genuine pre-estimate of the liquidation damages likely to be suffered by the Vendor as a result of completion not taking place in accordance with the provisions of this Contract.

#### **5. ACCEPTANCE OF PROPERTY**

##### **5.1 Purchaser's Acknowledgement as to Condition**

The Purchaser acknowledges that it has satisfied itself as to, and is purchasing, the property:

5.1.1 In its present condition and state of repair.

5.1.2 Subject to all defects, latent and patent.

5.1.3 Subject to any infestation or dilapidation as regards to the improvements, furnishings and chattels.

5.1.4 Subject to all existing services (if any).

- 5.1.5 Subject to any restrictions or prohibition whether statutory or otherwise relating to the zoning of the Property, a permitted development thereon or the use to which the Property may be put.

## **5.2 No Objection Requisition or Claim**

The purchaser will make no objection, requisition or claim for compensation, or delay settlement, in relation to any of the matters referred to in Special Condition 5.1. The Purchaser shall also not require the carrying out of work or expenditure of any money by the Vendor of or in respect of the Property or structures.

## **6. REPRESENTATIONS WARRANTIES AND ACKNOWLEDGEMENTS BY THE PURCHASER**

### **6.1 Acknowledgements**

The Purchaser hereby acknowledges and agrees that:

- 6.1.1 It buys the Property relying on its own inspection knowledge and inquiries.
- 6.1.2 As at the date hereof the terms and conditions set out in this contract contain the entire agreement in relation to the Property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed, or brochures or statements made to it prior to the execution hereof.

### **6.2 Warranties**

The Purchaser warrants that:

- 6.2.1 Unless otherwise stated in this Contract it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of the nature of fitness or suitability for any purpose of the Property or any financial return or income to be derived from the Property.
- 6.2.2 It has not been induced to enter into this Contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract; and
- 6.2.3 It has sought, or is aware of its right to seek, independent legal advice and is satisfied as to the obligations and rights of the Purchaser under this Contract, the nature of the Property and the purpose for which the Property may be lawfully used.

## **7. LIQUIDATION, BANKRUPTCY OR DEATH**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either part in law or in equity had this Special Condition not been included:

- 7.1 Should either party, being a natural person or persons shall die or become mentally ill then either party shall be deemed to have an express right of rescission of this Contract and the provisions of Clause 19 shall apply; or
- 7.2 Should either party, or any one of them, being a natural person is declared bankrupt or enters into a scheme with, or makes any assignment for the benefit of, their creditors or trustee is appointed in respect of that person then that party shall be deemed to be in breach of this contract in an essential and the provisions of Clause 19 shall apply; or

- 7.3 Should either party, being a corporation resolves to go into liquidation, or provisional liquidation, or have an application for its winding filed, presents or enters into any scheme or arrangement with its creditors, or should any liquidator receiver or official manager of it be appointed then the defaulting party shall be deemed to be in breach of this contract in an essential respect and the provisions of Clause 19 shall apply.

## **8. ENCUMBRANCES**

### **8.1.1 Encumbrances**

If a mortgage or caveat is recorded on the folio of the register of the Property, the Purchaser must on completion accept a discharge of that mortgage or a withdrawal of caveat so far as it relates to the Property together with an allowance for registration fees.

## **9. SELLING AGENT**

The purchaser warrants that except for the agent or agents, if any, referred to in this Contract he has not been introduced to the Property or to the Vendor by any other estate agent or employee of another estate agent and agrees to indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty. This condition shall not merge upon completion.

## **10. COUNTERPART OR ELECTRONIC DOCUMENT EXECUTION**

- 10.1 This Contract may be executed:

In a number of counterparts together make one instrument: and/or

By both parties using an electronic or digital signature platform or by exchanging electronic copies of original signatures on this Contract.

- 10.2 The parties acknowledge and agree that:

The Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email.

The electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided.

All parties are bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not make a Claim because of anything contained in this clause.

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

## **11. REQUISITIONS ON TITLE**

Attached hereto are Residential Property Requisitions on Title. These are the only approved form of requisitions on title that will be accepted and responded to.

**12. SEWER DIAGRAM**

The vendor advises that the only diagram held with regard to the property is the diagram annexed to the contract for sale.

The vendor has met its warranty requirements with regard to the diagram annexed hereto.

The purchaser will not delay, raise any requisition or claim or objection with regard to the non-availability of any further diagram.

**13. VENDOR DISCLOSURE – SOUTHWEST RAIL LINK EXTENSION**

The vendor discloses that the property may be affected by the Transport for NSW proposed South West Rail Link Extension. Further information regarding the rail line may be found at: <https://www.transport.nsw.gov.au/corridors/nsrl-swrl>

The purchaser acknowledges that they are aware of the same and have made their own enquiries.

The purchaser will not be entitled to rescind, claim compensation or raise any requisition with regard to the same.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

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

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
- 17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- 18. If a swimming pool is included in the sale:
  - (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
  - (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### **Affectations**

- 20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 21. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
- 22. Has the vendor any notice or knowledge that the Property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
  - (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
- 24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

#### **Capacity**

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

#### **Requisitions and transfer**

- 26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
- 27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 30. The purchaser reserves the right to make further requisitions prior to completion.
- 31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 4318/1194062

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/7/2025	3:55 PM	4	18/4/2018

LAND

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LOT 4318 IN DEPOSITED PLAN 1194062  
AT SPRING FARM  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1194062

FIRST SCHEDULE

-----

JAYDE LOUISE KIESELBACH (T AM463053)

SECOND SCHEDULE (10 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F424833 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 DP1139217 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 4 DP1139217 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 5 DP1194062 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1194062 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1194062 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 DP1194062 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 9 DP1194061 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 AN274042 MORTGAGE TO AFSH NOMINEES PTY LTD

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

10114725...

PRINTED ON 29/7/2025

SSM 12959.9 - SSM 17716.2	197.09.32	353.883	SURVEY
SSM 17716.2 - SSM 19196.3	66.42.36	375.033	SURVEY
SSM 19196.3 - SSM 19196.4	115.42.36	80.714	SURVEY
SSM 19196.4 - SSM 19196.5	0.35.47	173.346	SURVEY
SSM 19196.5 - SSM 19196.7	117.113.4	85.251	SURVEY
SSM 19196.7 - PH 5354.7	123.14.55	685.331	SURVEY

No.	CHRO	AFC	RADIOS
18	3174±95	22.46	-
19	3174±95	22.46	22.91
20	54.36±9.5	3.055	36
21	75.76±4.0	3.055	-
22	92.55±6.5	3.055	-
23	113.30±5.0	11.98	46
24	120.91±5.0	2.305	-
25	126.34±4.5	3.48	24.385
26	138.34±4.5	3.8	27
27	350.97±9.0	3.48	-
28	24.24±9.5	9.555	46
29	113.06±9.5	12.03	70.75
30	107.25±5	76.13	-
31	107.25±5	76.13	14.8
32	317.48	23.935	48.5
33	117.13±2.5	23.935	96
34	117.13±2.5	20.355	76.04
35	115.02±4.0	14.055	-
36	113.6±0.0	14.055	-
37	117.19±5	14.38	-
38	105.35±2.0	14.35	-
39	105.35±2.0	14.355	-
40	106.16±3.5	14.45	-
41	104.76±5.5	14.58	-
42	107.13±5	14.55	-
43	107.13±5	14.57	-
44	107.13±5	14.53	-
45	98.31	14.43	-
46	30.38±3	102.93	-
47	120.88±3.5	1	-
48	310.98±3.5	32	-

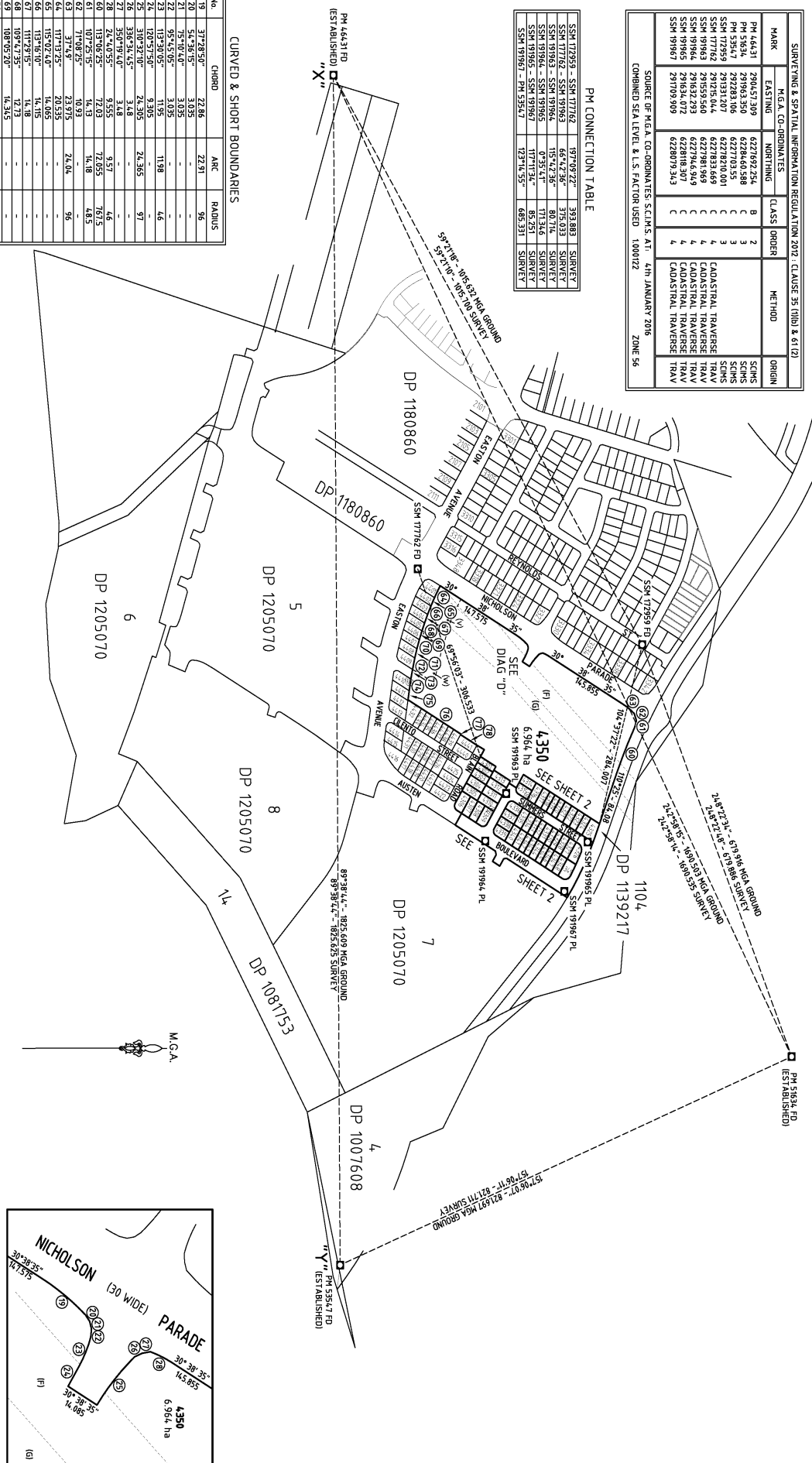


DIAGRAM "  
SCALE 1:1000

SCALE 1:1000

DP1194062

## DP1194062

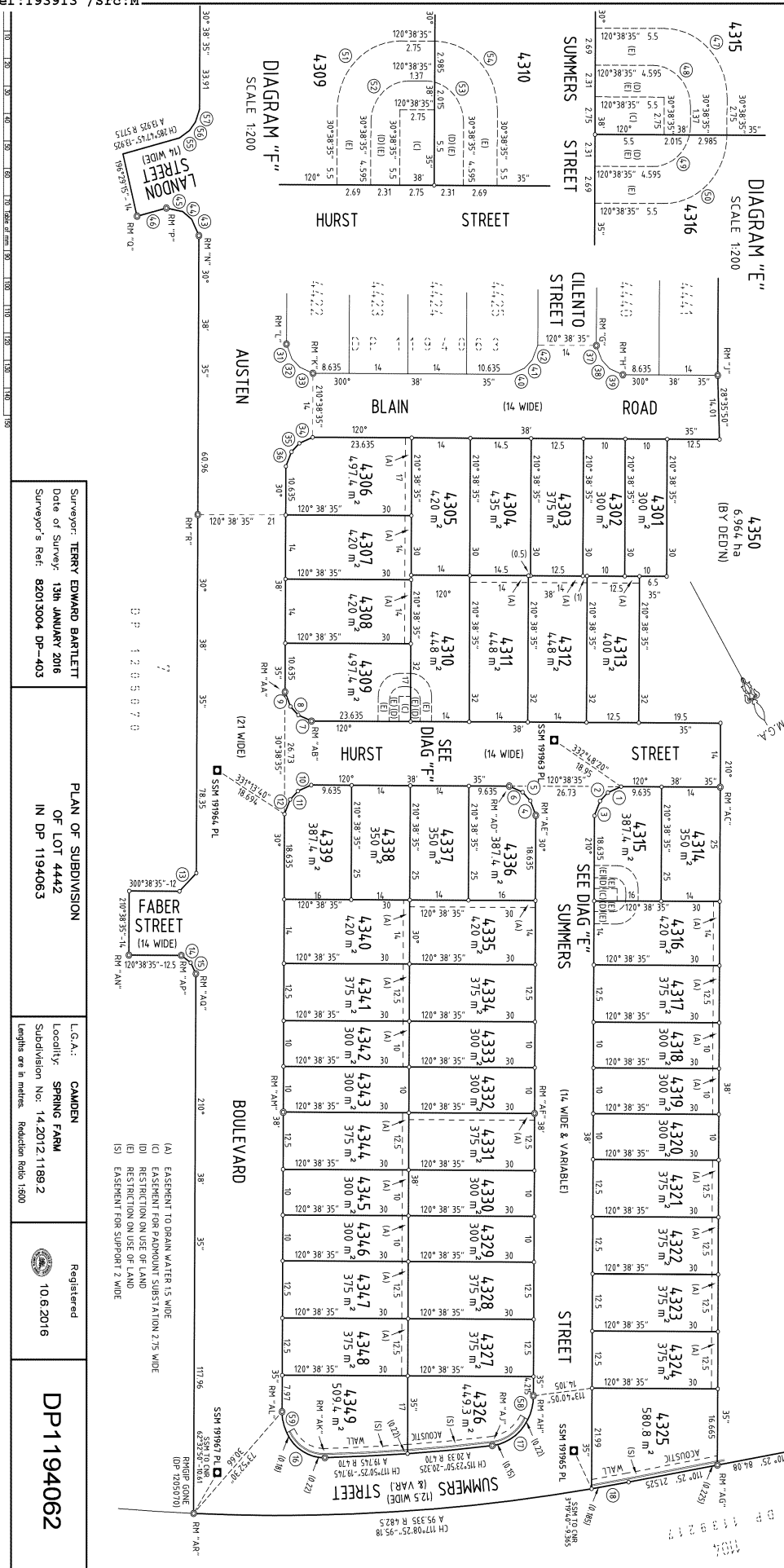
## CURVED &amp; SHORT BOUNDARIES

Sheet 2 of 2 sheets

No.	CHRO	AIC	RAOUS
16	16,450-35	14,34	15,985
17	25,724-45	14,65	16,035
18	119,522-45	8,945	11
19	60,538-35	2,835	4,875
20	60,538-35	2,835	-
21	32,740-35	3,445	-
22	32,740-35	3,445	-
23	98,008-35	3,445	-
24	98,008-35	2,635	-
25	5,538-35	3,445	-
26	5,538-35	2,635	-
28	34,538-35	2,635	-
29	32,740-35	3,445	-
40	98,008-35	3,445	-
41	17,538-35	2,635	-
42	17,538-35	2,635	-
43	184,272-35	3,985	-

REFERENCE MARKS	
NO	REFERENCE
G	300°38'35" 3.9 E 1116
H	201°38'35" 3.9 E 1107
I	201°38'35" 3.9 E 1107
J	300°38'35" 4.88 E 1111
K	300°38'35" 4.88 E 1111
L	300°38'35" 4.77 E 1111
M	300°38'35" 4.77 E 1111
N	16°29'05" 2.91 E 108
O	16°29'05" 2.88
P	16°29'05" 2.88
Q	12°38'35" 4.9 E 108
R	12°38'35" 4.9 E 108
S	300°38'35" 3.9 E 1107
T	300°38'35" 3.9 E 1107
U	300°38'35" 3.9 E 1107
V	300°38'35" 3.9 E 1107
W	300°38'35" 3.9 E 1107
X	300°38'35" 3.9 E 1107
Y	300°38'35" 3.9 E 1107
Z	300°38'35" 3.9 E 1107
AA	12°38'35" 2.8 E 102
AB	12°38'35" 2.8 E 102
AC	300°38'35" 2.9 E 101
AD	300°38'35" 2.9 E 101
AE	12°38'35" 2.8 E 102
AF	12°38'35" 2.8 E 102
AG	12°38'35" 2.8 E 102
AH	12°38'35" 2.8 E 102
AI	12°38'35" 2.8 E 102
AJ	12°38'35" 2.8 E 102
AK	12°38'35" 2.8 E 102
AL	12°38'35" 2.8 E 102
AM	12°38'35" 2.8 E 102
AN	12°38'35" 2.8 E 102
AO	12°38'35" 2.8 E 102
AP	12°38'35" 2.8 E 102
AQ	12°38'35" 2.8 E 102
AR	12°38'35" 2.8 E 102
AS	12°38'35" 2.8 E 102
AT	12°38'35" 2.8 E 102
AU	12°38'35" 2.8 E 102
AV	12°38'35" 2.8 E 102
AW	12°38'35" 2.8 E 102
AX	12°38'35" 2.8 E 102
AY	12°38'35" 2.8 E 102
AZ	12°38'35" 2.8 E 102
BA	12°38'35" 2.8 E 102
BB	12°38'35" 2.8 E 102
BC	12°38'35" 2.8 E 102
BD	12°38'35" 2.8 E 102
BE	12°38'35" 2.8 E 102
BF	12°38'35" 2.8 E 102
BG	12°38'35" 2.8 E 102
BH	12°38'35" 2.8 E 102
BI	12°38'35" 2.8 E 102
BJ	12°38'35" 2.8 E 102
BK	12°38'35" 2.8 E 102
BL	12°38'35" 2.8 E 102
BM	12°38'35" 2.8 E 102
BN	12°38'35" 2.8 E 102
BO	12°38'35" 2.8 E 102
BP	12°38'35" 2.8 E 102
BQ	12°38'35" 2.8 E 102
BR	12°38'35" 2.8 E 102
BS	12°38'35" 2.8 E 102
BT	12°38'35" 2.8 E 102
BU	12°38'35" 2.8 E 102
BV	12°38'35" 2.8 E 102
BW	12°38'35" 2.8 E 102
BX	12°38'35" 2.8 E 102
BY	12°38'35" 2.8 E 102
BZ	12°38'35" 2.8 E 102
CA	12°38'35" 2.8 E 102
CB	12°38'35" 2.8 E 102
CC	12°38'35" 2.8 E 102
CD	12°38'35" 2.8 E 102
CE	12°38'35" 2.8 E 102
CF	12°38'35" 2.8 E 102
CG	12°38'35" 2.8 E 102
CH	12°38'35" 2.8 E 102
CI	12°38'35" 2.8 E 102
CJ	12°38'35" 2.8 E 102
CK	12°38'35" 2.8 E 102
CL	12°38'35" 2.8 E 102
CM	12°38'35" 2.8 E 102
CN	12°38'35" 2.8 E 102
CO	12°38'35" 2.8 E 102
CP	12°38'35" 2.8 E 102
CQ	12°38'35" 2.8 E 102
CR	12°38'35" 2.8 E 102
CS	12°38'35" 2.8 E 102
CT	12°38'35" 2.8 E 102
CU	12°38'35" 2.8 E 102
CV	12°38'35" 2.8 E 102
CW	12°38'35" 2.8 E 102
CX	12°38'35" 2.8 E 102
CY	12°38'35" 2.8 E 102
CZ	12°38'35" 2.8 E 102
DA	12°38'35" 2.8 E 102
DB	12°38'35" 2.8 E 102
DC	12°38'35" 2.8 E 102
DD	12°38'35" 2.8 E 102
DE	12°38'35" 2.8 E 102
DF	12°38'35" 2.8 E 102
DG	12°38'35" 2.8 E 102
DH	12°38'35" 2.8 E 102

REFERENCE		TYPE
No	720-38-35*	DRILL HOLE & WINGS
AG	75-51-40	DRILL HOLE & WINGS ON WALL
AG	75-51-40	DRILL HOLE & WINGS ON WALL
AK	20-67-51	DRILL HOLE & WINGS
AK	20-67-51	DRILL HOLE & WINGS
AL	300-38-35*	DRILL HOLE & WINGS
AN	45-52-30*	DRILL HOLE & WINGS
AN	38-36-30	DRILL HOLE & WING
AR	10-38-35	DRILL HOLE & WINGS
AR	10-38-35	DRILL HOLE & WINGS
AR	9-4-73	DRILL HOLE & WINGS
AR	87-33-45*	DRILL HOLE & WING




PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

<p>Registered:  10.6.2016</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p><b>DP1194062</b></p>
<p><b>PLAN OF SUBDIVISION OF LOT 4442 IN DP 1194063</b></p>	<p>LGA: CAMDEN</p> <p>Locality: SPRING FARM</p> <p>Parish: NARELLAN</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p>Survey Certificate</p> <p>I, TERRY EDWARD BARTLETT of Cardno (NSW/ACT), 203 Pacific Hwy, St LEONARDS NSW 2065 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><del>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the .....</del></p> <p>*(b) The part of the land shown in the plan (*being Lots 4301 - 4349) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on the 12<sup>th</sup> January 2016. The part not surveyed (being Lot 4350) was compiled in accordance with that Regulation.</p> <p><del>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</del></p>
<p>Subdivision Certificate</p> <p>I, <u>Daniel Streete</u> ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>D Streete</u> .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: <u>Camden Council</u> .....</p> <p>Date of endorsement: <u>25.5.2016</u> .....</p> <p>Subdivision Certificate number: <u>14.2012.1189.2</u> .....</p> <p>File number: <u>DA/2012/1189</u> .....</p> <p>*Strike through if inapplicable.</p>	<p>Signature: <u>Terry Edward Bartlett</u> ..... Dated: 14.01.2016</p> <p>Surveyor ID: 438</p> <p>Datum Line: "X"(PM 46431) - "Y"(PM 53547)</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF AUSTEN BOULEVARD (21 WIDE), SUMMERS STREET (12.5 WIDE, 14 WIDE &amp; VARIABLE), HURST STREET (14 WIDE) &amp; FABER STREET (14 WIDE) TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1181404 DP 1194063</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 82013004 DP-403</p>


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

<p>Office Use Only</p> <p>Registered:  10.6.2016</p> <p><b>PLAN OF SUBDIVISION OF LOT 4442 IN DP 1194063</b></p> <p>Subdivision Certificate number: <u>114.2012.1189.2</u></p> <p>Date of Endorsement: <u>25.5.2016</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;"><b>DP1194062</b></p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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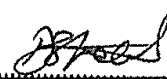
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:-

- 1) EASEMENT TO DRAIN WATER 1.5 WIDE (A)
- 2) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
- 3) RESTRICTION ON THE USE OF LAND (D)
- 4) RESTRICTION ON THE USE OF LAND (E)
- 5) RESTRICTION ON THE USE OF LAND
- 6) RESTRICTION ON THE USE OF LAND
- 7) RESTRICTION ON THE USE OF LAND
- 8) EASEMENT FOR SUPPORT 2 WIDE
- 9) POSITIVE COVENANT
- 10) RESTRICTION ON THE USE OF LAND
- 11) RESTRICTION ON THE USE OF LAND
- 12) RESTRICTION ON THE USE OF LAND

Lot	Street Number	Street Name	Street Type	Locality
4301	N/A	Blain	Road	Spring Farm
4302	N/A	Blain	Road	Spring Farm
4303	N/A	Blain	Road	Spring Farm
4304	N/A	Blain	Road	Spring Farm
4305	N/A	Blain	Road	Spring Farm
4306	N/A	Blain	Road	Spring Farm
4307	N/A	Austen	Boulevard	Spring Farm
4308	N/A	Austen	Boulevard	Spring Farm
4309	N/A	Hurst	Street	Spring Farm
4310	N/A	Hurst	Street	Spring Farm
4311	N/A	Hurst	Street	Spring Farm
4312	N/A	Hurst	Street	Spring Farm

If space is insufficient use additional annexure sheet

Surveyor's Reference: 82013004 DP-403

  
 Council Authorised Person


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

<p>Office Use Only</p> <p>Registered:  10.6.2016</p> <p><b>PLAN OF SUBDIVISION OF LOT 4442 IN DP 1194063</b></p> <p>Subdivision Certificate number: <u>14...2012...1189:2...</u>          Date of Endorsement: <u>25.5.2016</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;"><b>DP1194062</b></p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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Lot	Street Number	Street Name	Street Type	Locality
4313	N/A	Hurst	Street	Spring Farm
4314	N/A	Hurst	Street	Spring Farm
4315	N/A	Summers	Street	Spring Farm
4316	N/A	Summers	Street	Spring Farm
4317	N/A	Summers	Street	Spring Farm
4318	N/A	Summers	Street	Spring Farm
4319	N/A	Summers	Street	Spring Farm
4320	N/A	Summers	Street	Spring Farm
4321	N/A	Summers	Street	Spring Farm
4322	N/A	Summers	Street	Spring Farm
4323	N/A	Summers	Street	Spring Farm
4324	N/A	Summers	Street	Spring Farm
4325	N/A	Summers	Street	Spring Farm
4326	N/A	Summers	Street	Spring Farm
4327	N/A	Summers	Street	Spring Farm
4328	N/A	Summers	Street	Spring Farm
4329	N/A	Summers	Street	Spring Farm
4330	N/A	Summers	Street	Spring Farm
4331	N/A	Summers	Street	Spring Farm
4332	N/A	Summers	Street	Spring Farm
4333	N/A	Summers	Street	Spring Farm
4334	N/A	Summers	Street	Spring Farm
4335	N/A	Summers	Street	Spring Farm
4336	N/A	Summers	Street	Spring Farm
4337	N/A	Hurst	Street	Spring Farm
4338	N/A	Hurst	Street	Spring Farm
4339	N/A	Austen	Boulevard	Spring Farm
4340	N/A	Austen	Boulevard	Spring Farm

If space is insufficient use additional annexure sheet

Surveyor's Reference: 82013004 DP-403

  
 .....  
 Council Authorised Person


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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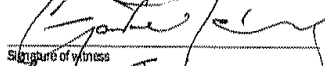
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only		Office Use Only	
Registered:  10.6.2016	<b>DP1194062</b>		
PLAN OF SUBDIVISION OF LOT 4442 IN DP 1194063			
Subdivision Certificate number: <u>14..2012..1189..2</u> ..... Date of Endorsement: <u>25/5/2016</u> .....		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	

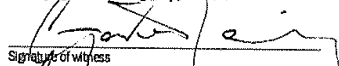
Lot	Street Number	Street Name	Street Type	Locality
4341	N/A	Austen	Boulevard	Spring Farm
4342	N/A	Austen	Boulevard	Spring Farm
4343	N/A	Austen	Boulevard	Spring Farm
4344	N/A	Austen	Boulevard	Spring Farm
4345	N/A	Austen	Boulevard	Spring Farm
4346	N/A	Austen	Boulevard	Spring Farm
4347	N/A	Austen	Boulevard	Spring Farm
4348	N/A	Austen	Boulevard	Spring Farm
4349	N/A	Austen	Boulevard	Spring Farm
4350	N/A	Hurst	Street	Spring Farm

I certify that I am an eligible witness and the transferor's attorney signed this dealing in my presence:

  
Signature of witness  
Craven Taring  
Name of witness

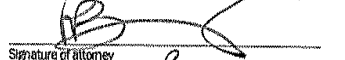
Level 14, 60 Station Street, Parramatta  
Address of witness

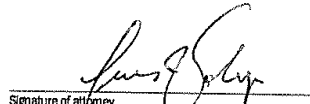
I certify that I am an eligible witness and the transferor's attorney signed this dealing in my presence:

  
Signature of witness  
Craven Taring  
Name of witness

Level 14, 60 Station Street, Parramatta  
Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the transferor's attorneys who signed this dealing jointly pursuant to the power of attorney specified below.

  
Signature of attorney  
PETER BLACKENREG  
Name of attorney

  
Signature of attorney  
Luis V. A. N. Z. C.  
Name of attorney

Signed for and on behalf of Landcom  
Power of attorney

Book: 4695  
No.: 858

  
.....  
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 82013004 DP-403

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

(Sheet 1 of 11 sheets)

**Plan: DP1194062**

Plan of Subdivision of Lot 4442 in DP 1194063  
 covered by Subdivision Certificate No. 14.2012.1189.2  
 Dated 25.5.2016

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

Landcom  
 Level 14, 60 Station Street  
 PARRAMATTA NSW 2150

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide (A)	4308 4307 4306 4311 4312 4313 4319 4318 4317 4316 4324 4323 4322 4321 4342 4341 4340 4335 4348 4347 4346 4345 4344 4331	4309 4308 & 4309 4307, 4308 & 4309 4310 4310 & 4311 4310, 4311 & 4312 4320 4319 & 4320 4318, 4319 & 4320 4317 – 4320 (Incl.) 4325 4324 & 4325 4323, 4324 & 4325 4322 – 4325 (Incl.) 4343 4342 & 4343 4341, 4342 & 4343 4340 – 4343 (Incl.) 4349 4348 & 4349 4347, 4348 & 4349 4346 – 4349 (Incl.) 4345 – 4349 (Incl.) 4344 – 4349 (Incl.)
2	Easement for Padmount Substation 2.75 Wide (C)	4309 & 4315	Endeavour Energy

Approved by Camden Council .....  
 (Authorised Officer)

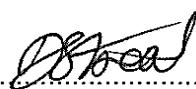
(Sheet 2 of 11 sheets)

Plan: **DP1194062**

Plan of Subdivision of Lot 4442 in DP 1194063  
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 Dated 25.5.2016

3	Restriction on the Use of Land (D)	Part 4309, Part 4310, Part 4315 & Part 4316 Designated (D)	Endeavour Energy
4	Restriction on the Use of Land (E)	Part 4309, Part 4310, Part 4315 & Part 4316 Designated (E)	Endeavour Energy
5	Restriction on the Use of Land	4301 - 4349 (Incl.)	Camden Council
6	Restriction on the Use of Land	4301 - 4349 (Incl.)	Every Other Lot Except 4350 & 4351
7	Restriction on the Use of Land	4324, 4325, 4326, 4327, 4348 & 4349	Camden Council
8	Easement for Support 2 Wide (S)	4325, 4326 & 4349	Camden Council
9	Positive Covenant	4319 - 4333 (Incl.), 4343 - 4349 (Incl.)	Camden Council
10	Restriction on the Use of Land	4324, 4325, 4326, 4327, 4348 & 4349	Camden Council
11	Restriction on the Use of Land	4301 - 4313 (Incl.), 4326 - 4334 (incl.) & 4338 - 4349 (Incl.)	Camden Council

Approved by Camden Council .....



(Authorised Officer)

(Sheet 3 of 11 sheets)

Plan: **DP1194062**

Plan of Subdivision of Lot 4442 in DP 1194063  
covered by Subdivision Certificate No.14.2012.1189.2  
Dated 25.5.2016

12	Restriction on the Use of Land	4325, 4326 & 4349	Camden Council
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## PART 2 (Terms)

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

Easement to Drain Water as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919.

**THE AUTHORITY** empowered to release, vary or modify the easements numbered 1 in the plan is  
**CAMDEN COUNCIL.**

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

The terms of easement for padmount substation 2.75 wide marked (C) on the plan as set out in Memorandum No. AK104621 filed at the office of Land and Property Information are incorporated in this document.

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

1.0 No building shall be erected or permitted to remain within the restriction site as marked (D) on the plan unless:

- 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
- 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

And the owner provides the authority benefited with an engineer's certificate to this effect.

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

3.0 Definitions:

Approved by Camden Council .....

  
(Authorised Officer)

(Sheet 4 of 11 sheets)

Plan: **DP1194062**

Plan of Subdivision of Lot 4442 in DP 1194063  
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Dated 25.5.2016

- 3.1 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 3.3 **"erect"** includes construct, install, build and maintain.
- 3.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

Lessee of Endeavour Energy's Distribution System

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

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

- 1.0 No swimming pool or spa shall be erected or permitted to remain within the restricted site as marked (E) on the plan.
- 2.0 Definitions:
- 2.1 **"erect"** includes construct, install, build and maintain.
- 2.2 **"restricted site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

Lessee of Endeavour Energy's Distribution System

- 3.0 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases

Approved by Camden Council .....

  
(Authorised Officer)

(Sheet 5 of 11 sheets)

Plan: **DP1194062**

Plan of Subdivision of Lot 4442 in DP 1194063  
covered by Subdivision Certificate No.14.2012.1189.2  
Dated 25.5.2016

Endeavour Energy's distribution system from Endeavour Energy.

- 4.0 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

**THE AUTHORITY** empowered to release, vary or modify the easements and restrictions on the use of land numbered 2, 3 and 4 in the plan is **ENDEAVOUR ENERGY**. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

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

No building will be permitted to be constructed on the land including earthworks, imported fill, landscaping, buildings and associated infrastructure unless the works are carried in accordance with the management strategies as contained within the Salinity Management Plan under "Section 14" in the report titled "Contamination and Salinity Assessment Precinct 500 Spring Farm New South Wales, Prepared by SMEC Testing Services Pty Ltd, Report No 12/1573, Dated October 2012.

**THE AUTHORITY** empowered to release, vary or modify the easements numbered 5 in the plan is **CAMDEN COUNCIL**.

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

1. No building shall be erected or permitted to remain on the lot burdened having a roof constructed of any material other than terra-cotta roof tiles, or concrete roof tiles, or timber shingles, or slate, or corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, unless otherwise approved by Landcom in its absolute discretion.
2. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
3. No main building shall be erected on each burdened lot unless a garage with a minimum floor area of 16 square metres is also erected on the burdened lot.
4. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket (and only to a height of no greater than 1,200 millimetres and having 50% open appearance, save that timber in-fill panels may be used in combination with brick or stone shall be constructed on the burdened lot: where the lot is not a corner lot, on or adjacent to the street frontage, or on a side boundary forward of the main building, except for side boundaries co-incident with the rear boundary of corner lots, where the relevant requirements of 5 hereunder shall apply, or where the lot is a corner lot, on a front or

Approved by Camden Council .....

  
(Authorised Officer)

(Sheet 6 of 11 sheets)

Plan: **DP1194062**

Plan of Subdivision of Lot 4442 in DP 1194063  
covered by Subdivision Certificate No.14.2012.1189.2  
Dated 25.5.2016


side boundary forward of the front alignment of the main building or on or adjacent to the side street frontage outside of the area being 50% of the length of the common lot depth and forward of the rear boundary.

5. Where the burdened lot is a corner lot, no fence comprised of materials other than lapped and capped paling, brick, stone, brushwood or combinations thereof (and only to a height of no greater than 1,800 millimetres) shall be constructed adjacent to the side street boundary within the area being 50% of the length of the common lot depth boundary and forward of the rear boundary.
6. No fence constructed with aluminium sheeting or fibre cement or fibreglass or any other material of a similar nature shall be erected on a boundary of the burdened lot adjoining a public reserve or a public pathway or a street frontage, except where required to comply with AS3959: Construction of Buildings in Bushfire Prone Areas.
7. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of the Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to the Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
8. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.
9. The person having the right to release, vary or modify these restrictions is Landcom and this restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the date of registration of the deposited plan to which this instrument relates. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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

For the lots burdened, all facades identified may require windows to be closed (but not necessarily sealed) to meet internal noise criteria. As a result, the provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required. Compliance with the above ventilation requirement is to be demonstrated for each dwelling application on the affected lots.

Approved by Camden Council .....

  
(Authorised Officer)

(Sheet 7 of 11 sheets)

Plan: **DP1194062**


Plan of Subdivision of Lot 4442 in DP 1194063  
covered by Subdivision Certificate No.14.2012.1189.2  
Dated 25.5.2016

**THE AUTHORITY** empowered to release, vary or modify the easements numbered 7 in the plan is  
**CAMDEN COUNCIL.**

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

- 8.1 This easement for support is to be read with and is subject to the terms of the positive covenant firstly referred to.
- 8.2 The owner of the lots burdened grants to the owner of the lots benefited the right for the lot benefited to be supported by the retaining wall located on the lots burdened to the extent that the lots benefited derives support from the lots burdened on the conditions set out in this easement.
- 8.3 The owner of the lots burdened must, in respect of the retaining wall constructed on the lots burdened, at its own cost, maintain and repair the retaining wall on that part of the lots burdened which is capable of affording support to the lots benefited at all times by, amongst other things, ensuring that the support including the retaining wall is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.
- 8.4 In exercising its rights under clause 1.3, the owner of the lots burdened must::  
(a) ensure all work is done properly;  
(b) cause as little inconvenience as is practicable to the owner of the lots benefited;  
(c) cause as little damage as is practicable; and  
(d) make good any collateral damage.
- 8.5 If the owners of the lots burdened do not maintain the retaining wall providing support to the lot benefited as required under clause 1.3, the owner of the lots benefited may (provide the terms of the Restriction on User firstly have been complied with) at the cost of the owners of the lots burdened, do anything reasonably necessary for the purpose of exercising its rights under this easement, including:  
(a) carrying out work on the lots burdened to ensure that support is maintained to the lots benefited, including additional supporting works reasonably necessary; and  
(b) entering the lots burdened with or without tools and equipment and remaining there for any reasonable period of time for that purpose.
- 8.6 In exercising its rights under clause 1.5, the owners of the lots benefited must::  
(a) ensure all work is done properly;  
(b) cause as little inconvenience as is practicable to the owner of the lots burdened;  
(c) cause as little damage as is practicable; and  
(d) make good any collateral damage.
- 8.7 Except when urgent work is required, the owners of the lots benefited must::  
(a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and

Approved by Camden Council .....

  
(Authorised Officer)

(Sheet 8 of 11 sheets)

Plan: **DP1194062**

Plan of Subdivision of Lot 4442 in DP 1194063  
covered by Subdivision Certificate No.14.2012.1189.2  
Dated 25.5.2016

- (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.

**THE AUTHORITY** empowered to release, vary or modify the easements numbered 8 in the plan is **CAMDEN COUNCIL**.

**9. Terms of easement, profit a prendre, restriction or positive covenant numbered 9 in the plan.**

An acoustic fence is required consistent in the location with plan "TB705-43 PO8 (Rev1)' in the report titled "Spring Farm Precinct 400&500 Traffic Noise Assessment, Prepared by Renzo Tonin & Associates, Ref no TB705-43F02 (Rev 2) Traffic Noise Assessment, Dated 12 October 2012" and "P400 Acoustic Fence Addendum Report, Prepared by Renzo Tonin and Associates ref no TB705-51F01 (rev1) dated 25 september 2013."

1. The registered proprietor of the lot(s) hereby burdened will in respect of the barrier / noise wall:-
  - (a) keep the barrier / noise wall and retaining wall in good repair and must not alter remove or destroy without prior written approval of Camden Council
  - (b) maintain and repair at the sole expense of the burdened registered proprietor the whole barrier / noise wall and retaining wall and all graffiti must be removed within 48 hours
  - (c) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant
  - (d) comply with the terms of any written notice issued by the Council in respect to the requirements of this covenant within the time stated in the notice.
2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:-
  - i. in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(d) above.

Approved by Camden Council .....  
(Authorised Officer)



(Sheet 9 of 11 sheets)

Plan: **DP1194062**

Plan of Subdivision of Lot 4442 in DP 1194063  
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Dated 25.5.2016

- ii. the Council may recover from the registered proprietor in a Court of competent jurisdiction:
  - a) any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
  - b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

**THE AUTHORITY** empowered to release, vary or modify the easements numbered 9 in the plan is **CAMDEN COUNCIL**.

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

No Building will be permitted to be constructed on the land UNLESS:

1. The building layout is consistent with "Section 5.3 House Design" and plans "TB705-43PO1 (Rev 1)" in the report titled "Spring Farm Precinct 400 & 500 Traffic Noise Assessment, Prepared by Renzo Tonin & Associates, Ref no TB705-43F02(Rev 2) Traffic Noise Assessment, dated October 2012."
2. The building construction requirements and window and door treatments are to be consistent with "Appendix B, Table 5 – Façade treatment recommendations" and "Table 6 – Treatment Category recommendations" in the report titled "Spring Farm Precinct 400 & 500 Traffic Noise Assessment. Prepared by Renzo Tonin & Associates, Ref no TB705-43F02(rev 2) Traffic Noise Assessment. Dated 12 October, 2012."

**THE AUTHORITY** empowered to release, vary or modify the easements numbered 10 in the plan is **CAMDEN COUNCIL**.

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

Approved by Camden Council .....

  
(Authorised Officer)

(Sheet 10 of 11 sheets)

Plan: **DP1194062**

Plan of Subdivision of Lot 4442 in DP 1194063  
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Dated 25.5.2016

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

**THE AUTHORITY** empowered to release, vary or modify the easements numbered 11 in the plan is **CAMDEN COUNCIL**.

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

For the purposes of this clause, AS3959 means the Australian Standards: Construction of Buildings in Bush Fire Prone Areas (AS3959) 2009. No building may be erected on any Lot Burdened unless that building has been designated to meet the Construction Standards contained in AS3959 and must be provided in accordance with the Bushfire Protection Measures proposed by Travers Bushfire and Ecology Schedule 1 Bushfire Protection Measures; Drawing No A12085; dated 30 August 2012; contained in the report "Bushfire Protection Assessment, Precincts 400&500, Prepared by Travers Bushfire and Ecology, ref A12085 dated August 2012". No residential dwelling is permitted within land burdened by an Asset Protection Zone. Landscaping and other ancillary development in this area must not increase the bushfire risk. The maintenance of this area must be to the standard of an Inner Protection Area of an Asset Protection Zone and is the sole responsibility of the land owner.

**THE AUTHORITY** empowered to release, vary or modify the easements numbered 12 in the plan is **CAMDEN COUNCIL**.

I certify that I am an eligible witness and the transferor's attorney signed this dealing in my presence:

Signature of witness

Name of witness

Level 14, 60 Station Street, Parramatta  
Address of witness

I certify that I am an eligible witness and the transferor's attorney signed this dealing in my presence:

Signature of witness

Name of witness

Level 14, 60 Station Street, Parramatta  
Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the transferor's attorneys who signed this dealing jointly pursuant to the power of attorney specified below.

Signature of attorney

Name of attorney

Signature of attorney

Name of attorney

Signed for and on behalf of Landcom  
Power of attorney

Book:  
No.:

4695  
858


Approved by Camden Council .....  
(Authorised Officer)


(Sheet 11 of 11 sheets)

Plan: **DP1194062**

Plan of Subdivision of Lot 4442 in DP 1194063  
covered by Subdivision Certificate No.14.2012.1189.2  
Dated 25.5.2016

Signed on behalf of Endeavour Energy ABN  
59 253 130 878 by its Attorney pursuant to  
Power of Attorney Book ~~4677~~ No ~~686~~  
in the presence of: **4693 329**

  
.....  
Signature of witness

  
.....  
Name of witness  
C/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

  
.....  
Signature of attorney

Name: Helen Smith  
Position: Manager and Property Fleet  
Date of execution: **11 April 2016**  
Reference: **URS14874**

REGISTERED



10.6.2016

Approved by Camden Council .....  
(Authorised Officer)



MEMORANDUM OF TRANSFER  
(REAL PROPERTY ACT, 1900)



FILES:-  
Lodgment  
Endorsement  
Certificate

1100

12

4/4/51

BRYAN GLENLEE FITZPATRICK of Strathfield Gentleman

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

(£20,000) (the receipt whereof is hereby acknowledged) paid to me by

WILLIAM CLINTON of Camden Company Director

(herein called transferee)

do hereby transfer to the said transferee

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

County	Parish	Reference to Title (c)			Description of Land (if part only) (d)
		Whole or Part	Vol.	Folio	
CHIMBERLAND	MANANGLE and NARELLAN	PART	5384	165	and being the land as shown in the two plans annexed hereto and thereon marked "203a.Or." and "652a.Or.15p."

And the transferor covenants with the transferee

Excepting and reserving thereout unto the said Bryan Glenlee Fitzpatrick his executors administrators and assigns all mines veins and seams of coal and minerals and metals lying and or being under the said land hereby transferred and also reserving to the said Bryan Glenlee Fitzpatrick his executors administrators and assigns as appurtenant to adjoining lands being the residue of the land comprised in the said Certificate of Title Volume 5384 Folio 165 full and free right to pass and repass over all that piece of land sixty six feet wide marked "site of proposed right-of-way 66 ft. wide".

ENCUMBRANCES, &c., REFERRED TO.

PLAN RECORDED IN  
PLAN 100M AS F.P.  
377028

Signed at

Signed in my presence by the transferor  
BRYAN GLENLEE FITZPATRICK  
WHO IS PERSONALLY KNOWN TO ME

Signed

Signed in my presence by the transferee  
WILLIAM CLINTON  
WHO IS PERSONALLY KNOWN TO ME

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

Transferee(s).

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

N.B. - Section 115 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

USE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE - See Foot Note.

F424833

LODGED BY

No.

CONSENT OF MORTGAGEE  
(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at this day of 19  
Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of  
Signed in the presence of—

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

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

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

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

INDEXED		MEMORANDUM OF TRANSFER		DOCUMENTS LODGED HEREWITH.	
		To be filled in by person lodging dealing.			
✓		Exception & Reason of omission of details		Received Docs.	
Checked by		Particulars entered in Register Book.		Nos.	
Volume 5384		Folio 165		Receiving Clerk.	
Passed (in S.D.B.) by		the 23rd day of June 1952			
Signed by		minutes past 2 o'clock in the			
R.H.		S. Wells			
		Registrar-General			

PROGRESS RECORD.

	Initial	Date
to Survey Branch		
ived from Records	J.C.	11.8.52
written	M.P.	11.8.52
examined	H.	11.8.52
ram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs.		
Cancellation Clerk		
Vol. 8526	Fol. 135	

EXECUTION OUTSIDE NEW SOUTH WALES:  
If the parties to a deed are resident in the British Dominions, the instrument must be signed or acknowledged before the Registrar-General, Deputy Registrar-General, a Notary Public, Justice of the Peace for New South Wales, or Commissioner for Affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
If resident in the United Kingdom, then before the Mayor or Chief Officer of any corporation or a Notary Public.

If sent at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- otherwise. This fee includes endorsement on the Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 1/- for each new Certificate of Title issued, (c) 5/- where the Transfer contains a covenant purporting to affect the user of any land, (d) 15/- where the Transfer is expressed to be made together with an easement or easements to reserve an easement or in any way creates an easement, (e) 1/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/- for each additional folio where the Certificate exceeds the folio, (g) 2/- in cases involving more than one simple diagram or any diagram other than a simple diagram.

Transfers in common must recite separate Certificates.  
If part only of the land is transferred a new Certificate must issue for that part, and the

Municipality/~~State~~ of CAMDEN.

ORIGINAL

## Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 147, ORDINANCE No. 38, FORM 11

Certificate No. 194.

COUNCIL CHAMBERS,

CAMDEN.

29th December, 19 50.

### APPLICANT

(Name) Messrs. Kent and Curdie,

(Surname First)

(Address) Surveyors,  
58 Pitt St., Sydney.

### OWNER

(Name) Mr. W. Clinton,

(Address) Narellan.

### NEW ROAD (Particulars)

SUBDIVISION (Particulars) Re-subdivision of part of land shown on plan with  
transfer F. 190816, parish of Narellan, Municipality of Camden,  
County of Cumberland; and formerly part of lot C, D.P. 19853.

### CERTIFICATE

I hereby certify that the requirements of the Local Government Act 1919; (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed Re-subdivision above described  
(Insert New Road or Sub-division)  
and more particularly set out in the accompanying plan bearing the Council's seal and marked  
"Covered by Council Clerk's Certificate No. 194 of 29.11.50."

K. B. Pearson  
Town/Clerk

ORIGINAL

Municipality/~~Shire~~ of CAMDEN.

## Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327: ORDINANCE No. 31, FORM 1.

Certificate No. 197.

COUNCIL CHAMBERS,

CAMDEN.

30th November, 1950.

### APPLICANT

(Name) Messrs. Kent and Curdie,  
(Surname First)  
Surveyors,  
(Address) 58 Pitt St.,  
SYDNEY.

### OWNER

(Name) Mr. W. Clinton,  
(Address) NARELLAN.

### NEW ROAD (Particulars)

SUBDIVISION (Particulars) Re-subdivision of part of lot C, shown in D.P. 19853,  
Parish of Narellan, Municipality of Camden, County of Cumberland,  
having right-of-way 66 feet wide to Springs and Richardson Roads,  
Narellan.

### CERTIFICATE

I hereby certify that the requirements of the Local Government Act 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed Re-subdivision above described  
(Insert New Road or Sub-division)  
and more particularly set out in the accompanying plan bearing the Council's seal and marked "Covered by Council Clerk's Certificate No. 197 of 30.11.50."

*K. J. P. [Signature]*  
Town/Shire Clerk

SCHEDULE OF SHORT & CURVED LINES			
No.	BEARING	DISTANCE	ARC RADIUS
1	12°24'20"	18.32	—
2	16°35'00"	3.78	—
3	27°14'50"	14.06	—
4	27°14'50"	22.03	—
5	16°35'00"	20.15	—
6	286°37'00"	1.65	—
11	108°33'30"	217.295	26.025
12	120°42'15"	172.29	173.215
13	130°46'00"	23.325	23.325
14	352°36'15"	35.985	—
31	218°14'50"	1.97	—
32	118°26'35"	257.88	259.5
33	159°08'45"	58.295	—
34	118°24'50"	159.59	—
35	114°48'35"	96.81	—
36	155°09'10"	70.11	—
37	80°12'45"	256.07	—
38	71°21'15"	20.74	—
39	110°21'15"	(74.08)	(74.15)
40	(05°12'35")	(13.65)	(13.805)
41	(71°18'50")	(43.805)	(44.42)
42	(50°50'50")	(39.715)	(42.615)



SURVEYING REGULATION 2006 (CLAUSE 35(1)(a) & CLAUSE 61(2))					
MARK	M.G.A. CO-ORDINATES	NORTHING	CLASS ORDER	METHOD	ORIGIN
PM 46431	290 457.309	6 227 692.254	B	2	FROM SCIMS
PM 53547	292 283.089	6 227 703.535	C	3	FROM SCIMS
PM 51634	291 963.350	6 228 460.888	C	3	FROM SCIMS
SSM 103826	291 666.54	6 227 325.81	U	U	CALC
SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AT 9/9/09/09					
COMBINED SCALE FACTOR 1.00028					
ZONE 56					

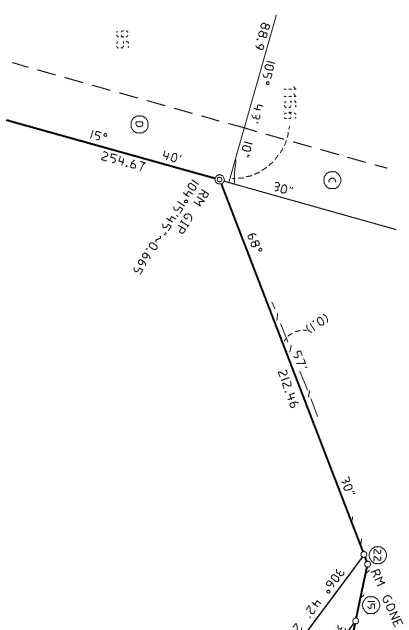
Surveyor: LARRY DEAN WARD  
Date of Survey: 26/04/09  
Surveyor's Ref: 76744.01.1023

PLAN OF SUBDIVISION OF LOT 13 DP 1081753  
& RIGHT OF CARRIAGEWAY OVER LOTS 1, 2 & 3  
DP 1135124

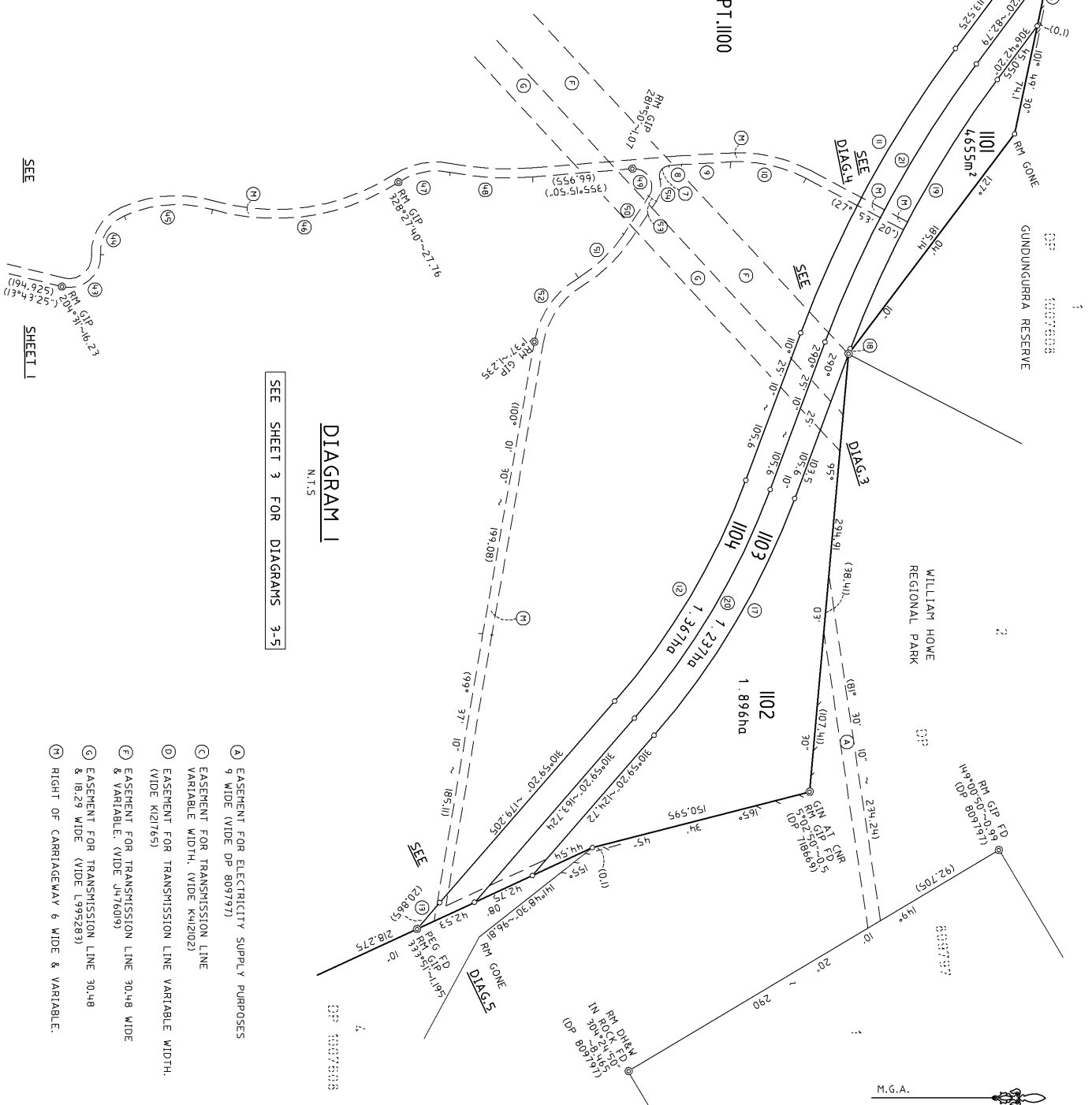
LGA: CAMDEN  
Locality: SPRING FARM  
Subdivision No: 20/2010

Registered  
23.6.2010

DP1139217



SCHEDULE OF SHORT & CURVED LINES			
No.	BEARING	DISTANCE	ARC RADIUS
7	(304°29'40")	(10.845)	(12.405)
8	(355°15'50")	(6.635)	—
9	(356°5'20")	(33.065)	—
10	(122°23'00")	(51.865)	(52.5)
11	(18°13'30")	211.295	218.025
12	(120°42'15")	117.229	173.915
13	(130°46'00")	23.325	23.325
15	(10°49'30")	30.685	—
16	(101°49'30")	184.595	—
17	(300°42'15")	184.785	185.78
18	(290°25'10")	2.1	—
19	(298°33'30")	207.385	208.085
20	(300°42'15")	178.535	179.5
21	(288°33'30")	212.34	212.055
22	(68°57'30")	51.425	—
23	(78°25'30")	50.36	51.36
24	(73°27'30")	(37.515)	(37.722)
25	(260°24'30")	291.42	298.33
26	(98°16'00")	71.925	81.1
27	(326°04'00")	7.19	—
28	(207°18'35")	0.02	—
29	(114°50'15")	(102.84)	(102.95)
30	(105°48'10")	(1.985)	—
33	(320°18'40")	(33.67)	(39.09)
34	(301°1'25")	(30.68)	(32.63)
35	(356°35'20")	(52.425)	(60.455)
36	(350°5'25")	(26.28)	(30.17)
37	(349°09'35")	(35.25)	(36)
38	(370°55'1")	(55.535)	(56.115)
39	(59°27'45")	(21.605)	(25.89)
40	(12°37'49")	(30.36)	—
51	(336°31'45")	(42.21)	(42.55)
52	(124°24'35")	(55.02)	(55.625)
53	(33°29'40")	6	—
54	(278°14'40")	(5.995)	(65.69)



- (A) EASEMENT FOR ELECTRICITY SUPPLY PURPOSES 9 WIDE (VIDE DP 809797)
- (C) EASEMENT FOR TRANSMISSION LINE VARIABLE WIDTH. (VIDE K41202)
- (D) EASEMENT FOR TRANSMISSION LINE VARIABLE WIDTH. (VIDE K21765)
- (F) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE & VARIABLE. (VIDE J4176019)
- (G) EASEMENT FOR TRANSMISSION LINE 30.48 & 18.29 WIDE (VIDE L995283)
- (H) RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE.

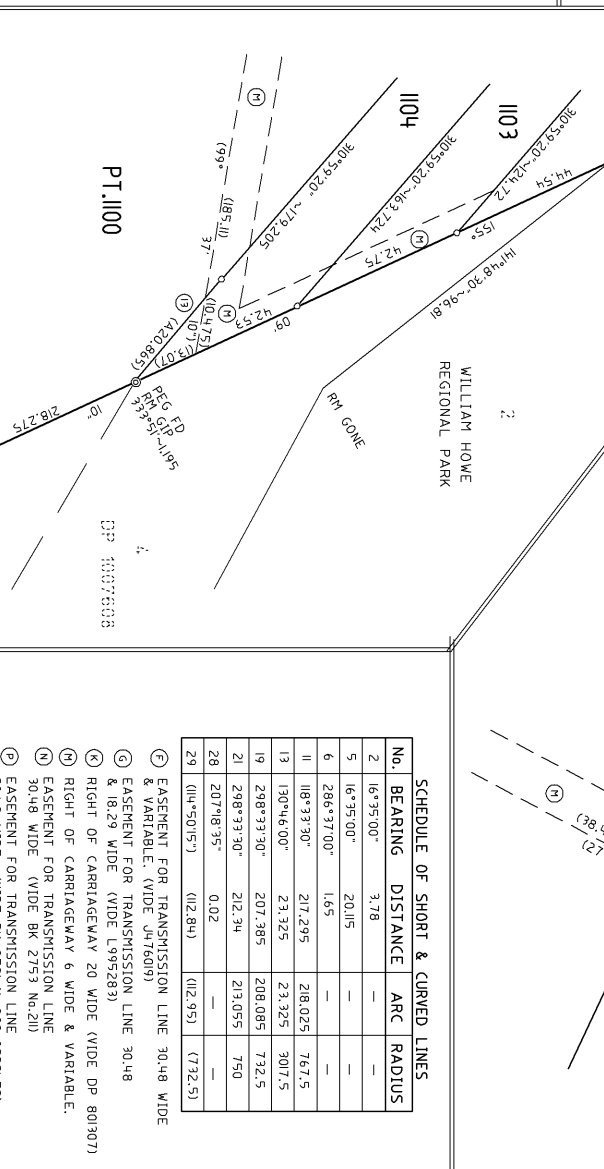
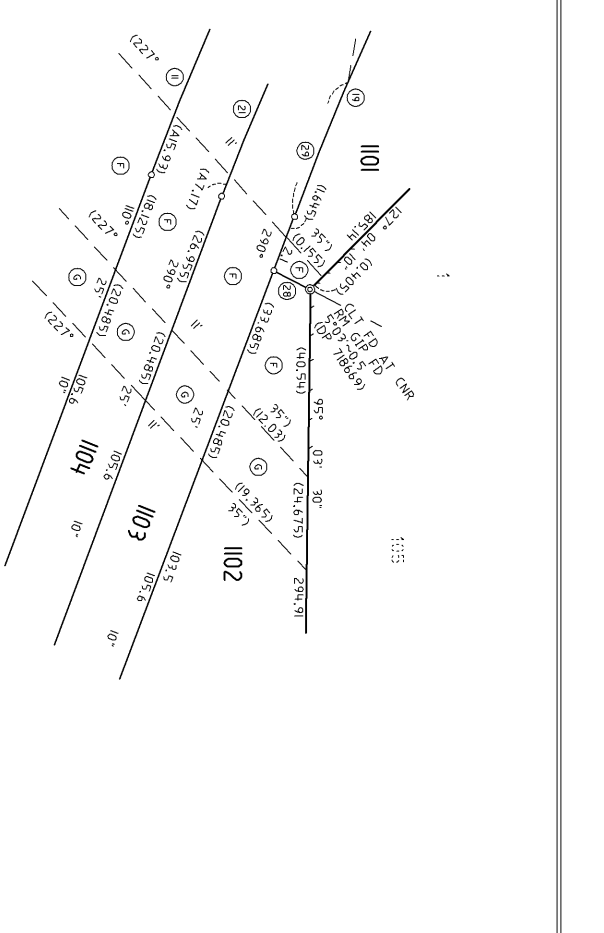
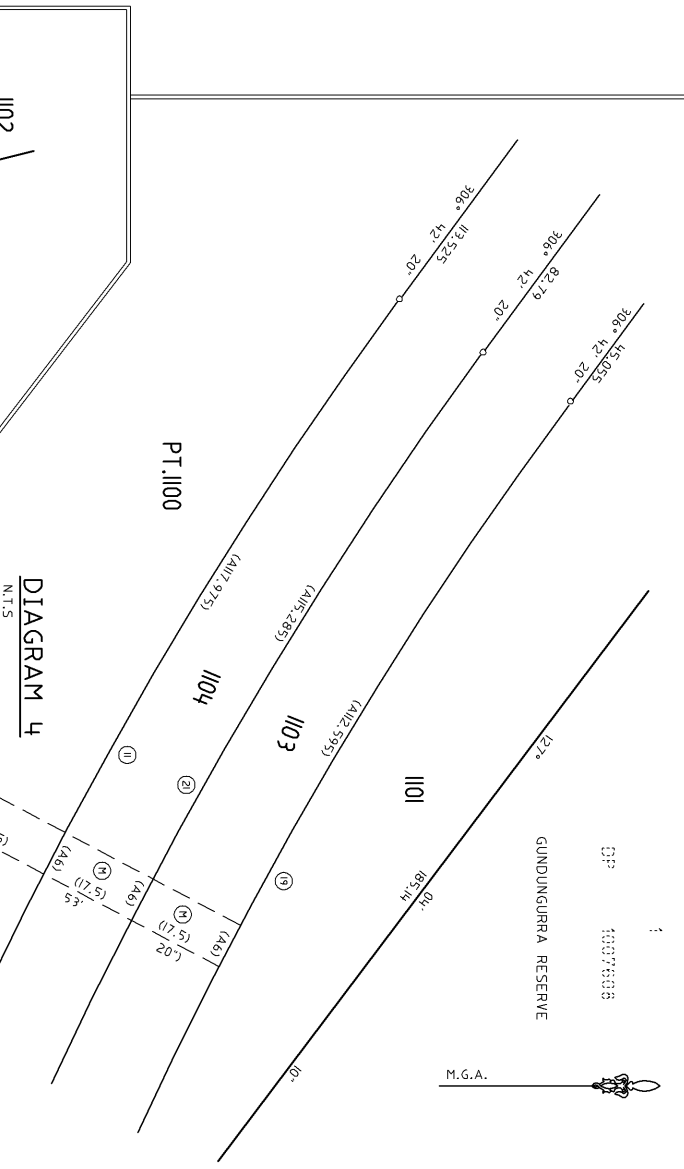
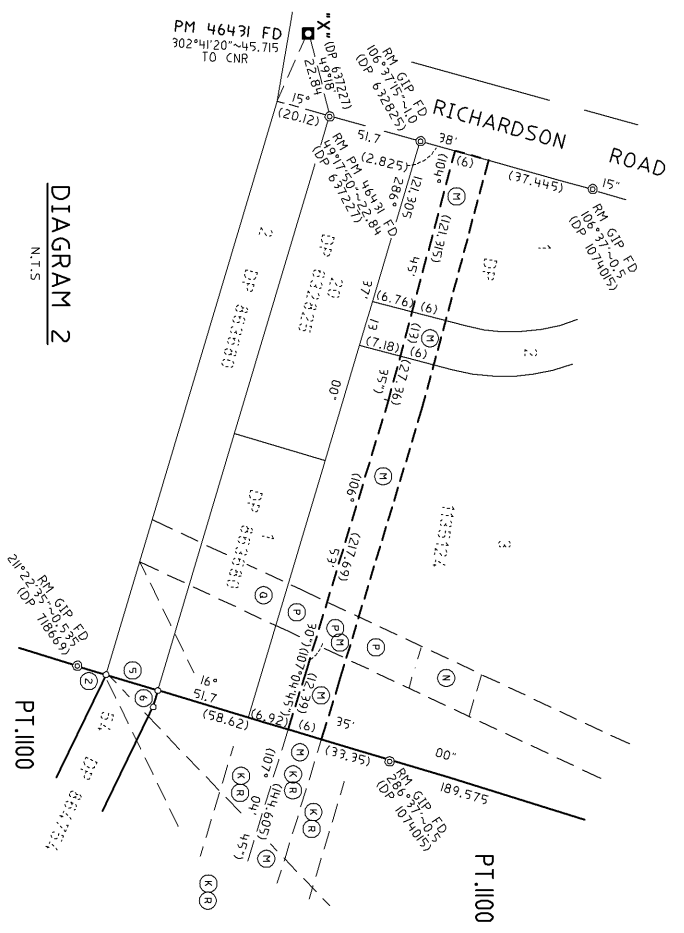
Surveyor: LARRY DEAN WARD  
Date of Survey: ~~29/4/24~~ 29/1/10  
Surveyor's Ref: 76744.01.L02J

PLAN OF SUBDIVISION OF LOT 13 DP 1081753  
& RIGHT OF CARRIAGEWAY OVER LOTS 1, 2 & 3  
DP 1135124

LGA: CAMDEN  
Locality: SPRING FARM  
Subdivision No: 20/2010

Registered  
23.6.2010

DP1139217



SCHEDULE OF SHORT & CURVED LINES			
No.	BEARING	DISTANCE	ARC RADIUS
2	16°35'00"	3.78	—
5	16°35'00"	20.115	—
6	286°37'00"	1.65	—
11	118°33'30"	217.295	767.5
13	130°46'00"	23.325	3017.5
19	298°33'30"	207.985	732.5
21	298°33'30"	212.34	750
28	207°48'35"	0.02	—
29	114°50'15"	112.84	112.95

- (F) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE & VARIABLE. (VIDE J476019)
- (G) EASEMENT FOR TRANSMISSION LINE 30.48 & 18.29 WIDE. (VIDE L995283)
- (K) RIGHT OF CARRIAGEWAY 20 WIDE (VIDE DP 801907)
- (H) RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE.
- (N) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (VIDE BK 2753 No.21)
- (P) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (VIDE BK 2781 No.202-0393479)
- (Q) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (VIDE BK 2865 No.267)
- (R) RIGHT OF CARRIAGEWAY 20 WIDE (VIDE DP 1081753)

Surveyor: LARRY DEAN WARD Date of Survey: 29/12/10 Surveyor's Ref: 76744.01.102J	PLAN OF SUBDIVISION OF LOT 13 DP 1081753 & RIGHT OF CARRIAGEWAY OVER LOTS 1, 2 & 3 DP 1136124	LGA: CAMDEN Locality: SPRING FARM Subdivision No: 20/2010	Registered 23.6.2010	DP1139217
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PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

Office Use Only

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

1. RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE (M)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND

DP1139217

Office Use Only

Registered:  23.6.2010

Title System: TORRENS

Purpose: SUBDIVISION

**PLAN OF SUBDIVISION OF LOT 13 DP ~~1081743~~ & RIGHT OF CARRIAGEWAYS OVER LOTS 1, 2 & 3 DP 1135124**

⊖ DP1081753

LGA: CAMDEN

Locality: SPRING FARM

Parish: NARELLAN

County: CUMBERLAND

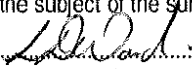
## Survey Certificate

I, LARRY DEAN WARD  
of LEAN & HAYWARD PTY LTD  
PO BOX 232, CAMPBELLTOWN NSW 2560

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: 29<sup>th</sup> JANUARY 2010

The survey relates to LOTS 1100 – 1104 INCLUSIVE & EASEMENTS WITHIN LOTS 1, 2 & 3 DP 1135124

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

Signature  Dated: 29/01/10  
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 1081753	DP 718669
DP 1121639	DP 809797
DP 1076817	DP 801307
DP 1007608	
DP 1007609	

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 76744.01.L02 

If space is insufficient use PLAN FORM 6A annexure sheet

## Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify  
(Authorised Officer)

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

Signature: .....

Date: .....

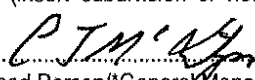
File Number: .....

Office: .....

## Subdivision Certificate

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

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

  
\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden CouncilDate of Endorsement: 27th May 2010

Accreditation no: .....

Subdivision Certificate no: 201/2010File no: DA 1150/2007

\* Strike through inapplicable parts.

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 13 DP ~~1081743~~ & RIGHT OF CARRIAGEWAYS  
OVER LOTS 1, 2 & 3 DP 1135124

⊖ DP1081753

Office Use Only

DP1139217

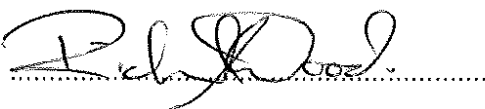
Office Use Only

Registered:  23.6.2010

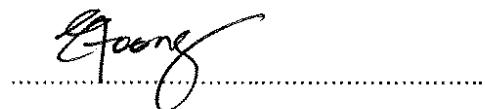
Subdivision Certificate No.: 20/2010

Date of Endorsement: 27<sup>th</sup> May 2010

Signed by me, Richard Wood, as delegate of  
Landcom and I hereby certify that I have no  
knowledge of revocation of such delegation.



Witnessed by:



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

ePlan

(Sheet 1 of 2 sheets)

Plan: *20 of 2010*

**DP1139217**

Plan of Subdivision of Lot 13 DP 1081753 and right of carriageway over Lots 1, 2 & 3 DP1135124 covered by Subdivision Certificate No. 20 of 2010

Dated the *27<sup>th</sup>* day of *May* 2010.

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

Landcom  
 Head Office  
 Level 2, 330 Church Street  
 PARRAMATTA NSW 2150

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Right of carriageway 6 wide & variable (M)	Lots 1, 2 & 3 DP1135124  1100 1103 1104	1100 – 1104 Inclusive  1101 – 1104 Inclusive 1101 & 1102 1101, 1102 & 1103
2	Restriction on the Use of Land	1100 – 1104 Inclusive	Camden Council
3	Restriction on the Use of Land	1100, 1101 & 1102	Camden Council

**Part 2 (Terms)**

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

As set out in Part 1 of Schedule 8 of the Conveyancing Act, 1919.

PROVIDED THAT the rights and liberties benefiting the dominant tenements shall only subsist until such times as the said dominant tenements shall have a frontage to a dedicated public road or access along a properly constructed and surfaced right of carriageway to a public road

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

ePlan

(Sheet 2 of 2 sheets)

Plan: 20 of 2010

**DP1139217**

Plan of Subdivision of Lot 13 DP 1081753 and right of carriageway over Lots 1, 2 & 3 DP1135124 covered by Subdivision Certificate No. 20 of 2010  
Dated the 27<sup>th</sup> day of May 2010.

whereupon the said rights and liberties shall cease and determine and the Right of Carriageway hereby created shall thereupon be at an end.

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

No further development or works will be permitted on the burdened lot without development consent.

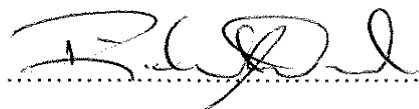
**3 Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan.**

No further development for residential purposes will be permitted on the burdened lot unless the consent authority is satisfied that a noise program, detailing appropriate noise attenuation measures to reduce road traffic noise to potentially affected properties and has been prepared in accordance with Camden Council's environmental Noise Policy and with the requirements of the Department of Environment and Climate Change; Environmental Criteria for Road Traffic Noise, and demonstrate compliance with the same.


**Name of Authority empowered to release, vary or modify the Restrictions secondly and thirdly referred to in the abovementioned plan.**

**Camden Council**

Signed by me, Richard Wood, as delegate of Landcom and I hereby certify that I have no knowledge of revocation of such delegation.



Witnessed by:

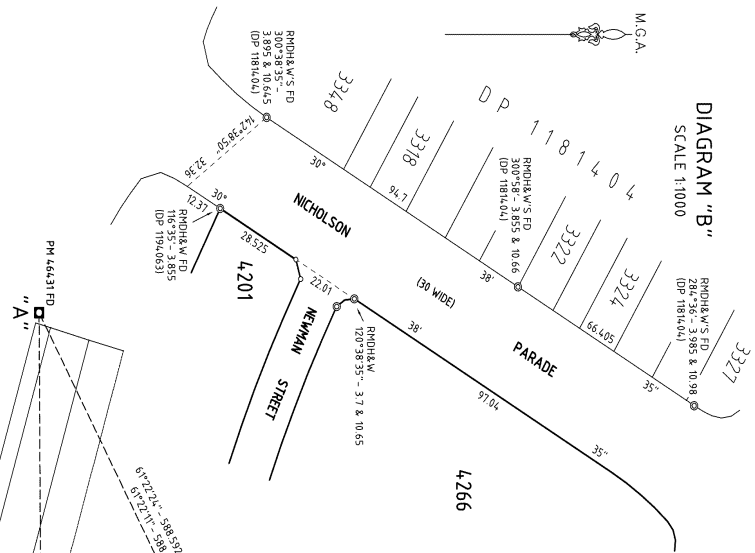


REGISTERED



23.6.2010

DIAGRAM "B"  
SCALE 1:1000

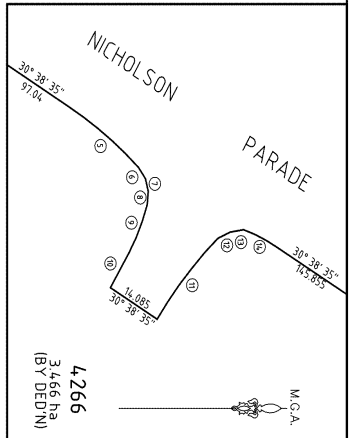


No.	CHORD	ARC	RADIUS
1	3774.6'	23.935	24.04
2	3708.30'	10.935	14.18
3	10729.25'	14.13	48.5
4	113706.75'	72.03	767.5
5	31728.50'	22.86	96
6	542.815'	3.035	-
7	327.415'	3.035	-
8	113706.75'	11.95	-
9	113706.75'	11.95	-
10	120571.50'	9.305	-
11	310327.10'	24.365	97
12	38234.425'	3.48	-
13	24476.55'	9.55	46

PM CONNECTION TABLE

PM 46431 - SSM 19196	80°45'57"	64.233	EUREVEY
SSM 19196 - SSM 19197	30°42'37"	130.53	SURVEY
SSM 19197 - SSM 19196	30°33'06"	68.848	SURVEY
SSM 19196 - SSM 19196	28°31'43"	14.510	SURVEY
SSM 19196 - SSM 17295	28°27'36"	24.512	SURVEY

DIAGRAM "A"  
SCALE 1:800



MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 46431	290457.309	6227692.254	B	2		SCIMS
PM 55547	292283.106	6227703.550	C	3		SCIMS
SSM 17295	291311.207	6227230.002	D	4		SCIMS
SSM 19195	291460.531	6227960.598	D	4		SCIMS
SSM 19195	291388.046	6227851.948	D	4		CADASTRAL TRAVERSE
SSM 19196	291455.531	6228019.895	D	4		CADASTRAL TRAVERSE
SSM 19196	291561.192	6228149.501	D	4		CADASTRAL TRAVERSE

SOURCE OF M.G.A. CO-ORDINATES S.C.I.M.S. AT: 8th JANUARY 2016

COMBINED SEA LEVEL & L.S. FACTOR USED 1.00015

ZONE 56

(F) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE & VARIABLE (WIDE 1.76019)  
(G) EASEMENT FOR TRANSMISSION LINE 30.48 & 18.29 WIDE (WIDE 1.995283)

Surveyor: TERRY EDWARD BARTLETT  
Date of Survey: 14th JANUARY 2016  
Surveyor's Ref: 82013004 DP-402

PLAN OF SUBDIVISION  
OF LOT 4350  
IN DP 1194062

L.G.A.: CAMDEN  
Locality: SPRING FARM  
Subdivision No: 14.2012.1189.3  
Lengths are in metres. Reduction Ratio 1:4000

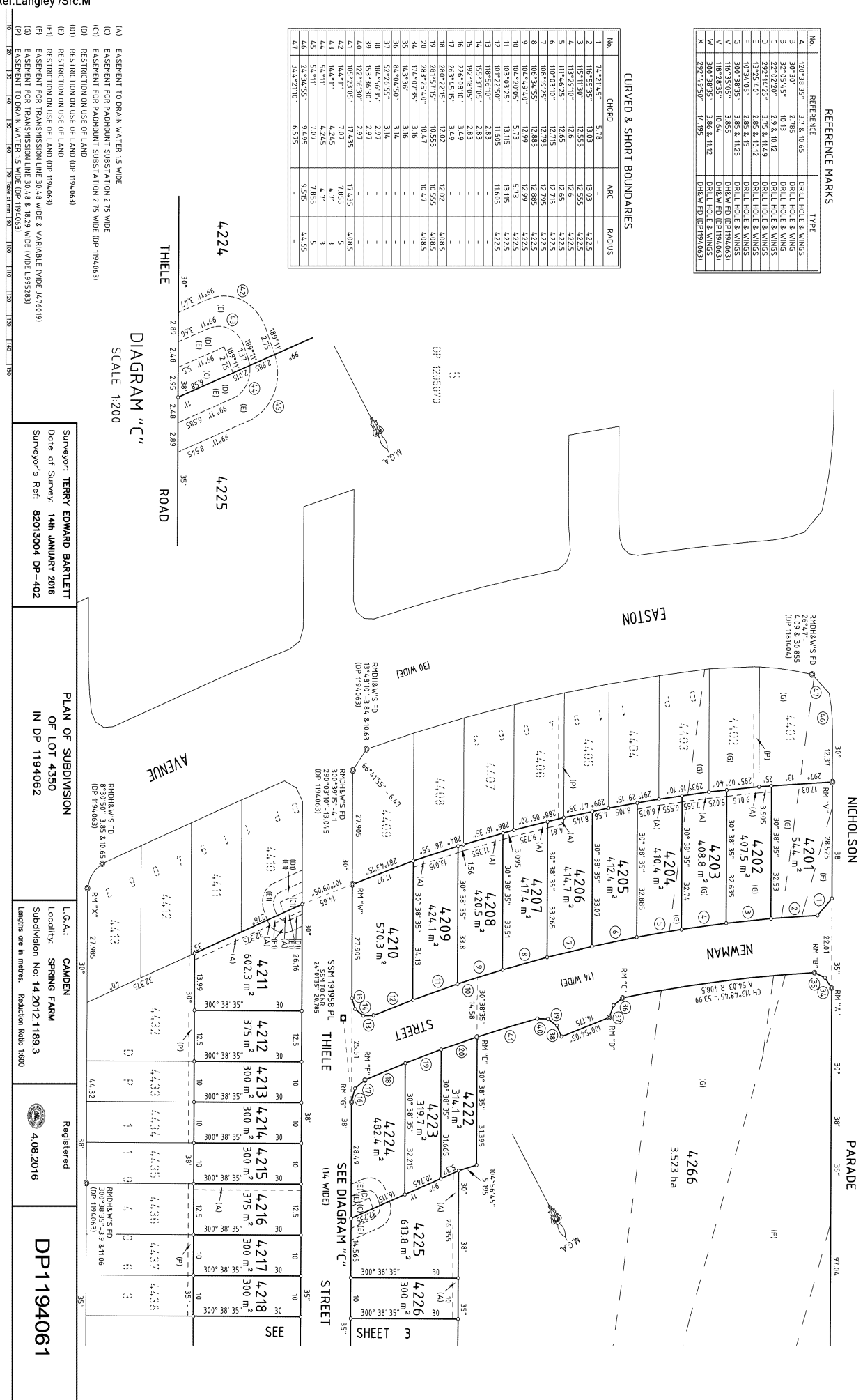
Registered  
4.08.2016

DP1194061

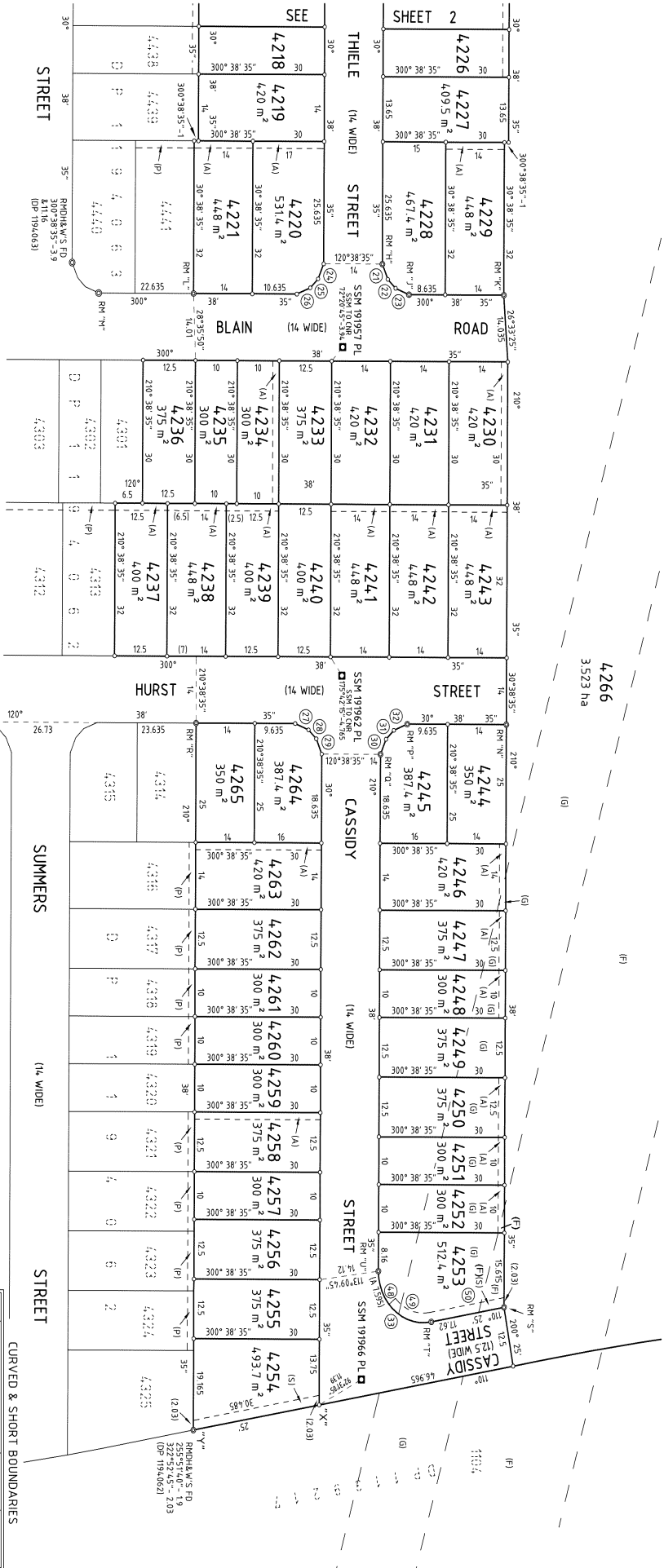
REFERENCE MARKS		
No.	REFERENCE	TYPE
A	120°38'35"	DRILL HOLE & WINGS
B	30°30'	DRILL HOLE & WINGS
C	32°55'45"	DRILL HOLE & WINGS
D	32°55'45"	DRILL HOLE & WINGS
E	29°21'42.5"	DRILL HOLE & WINGS
F	13°25'40"	DRILL HOLE & WINGS
G	30°34'05"	DRILL HOLE & WINGS
H	30°34'05"	DRILL HOLE & WINGS
I	118°35'05"	DRILL HOLE & WINGS
J	118°35'05"	DRILL HOLE & WINGS
K	30°34'05"	DRILL HOLE & WINGS
L	30°34'05"	DRILL HOLE & WINGS
M	29°21'42.5"	DRILL HOLE & WINGS
N	118°35'05"	DRILL HOLE & WINGS
O	118°35'05"	DRILL HOLE & WINGS
P	118°35'05"	DRILL HOLE & WINGS
Q	118°35'05"	DRILL HOLE & WINGS
R	118°35'05"	DRILL HOLE & WINGS
S	118°35'05"	DRILL HOLE & WINGS
T	118°35'05"	DRILL HOLE & WINGS
U	118°35'05"	DRILL HOLE & WINGS
V	118°35'05"	DRILL HOLE & WINGS
W	118°35'05"	DRILL HOLE & WINGS
X	29°21'42.5"	DRILL HOLE & WINGS

CURVED & SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
1	74.271.45"	5.78"	4.22.5
2	116.55.35"	13.03"	4.22.5
3	115.11.30"	12.555	4.22.5
4	113.29.10"	12.6	4.22.5
5	111.46.25"	12.65	4.22.5
6	109.09.25"	12.755	4.22.5
7	106.24.55"	12.885	4.22.5
8	104.49.40"	12.99	4.22.5
9	102.70.05"	5.73	4.22.5
10	100.93.25"	13.115	4.22.5
11	100.22.50"	11.805	4.22.5
12	100.22.50"	11.805	4.22.5
13	100.22.50"	11.805	4.22.5
14	100.22.50"	11.805	4.22.5
15	100.22.50"	11.805	4.22.5
16	100.22.50"	11.805	4.22.5
17	100.22.50"	11.805	4.22.5
18	100.22.50"	11.805	4.22.5
19	100.22.50"	11.805	4.22.5
20	100.22.50"	11.805	4.22.5
21	100.22.50"	11.805	4.22.5
22	100.22.50"	11.805	4.22.5
23	100.22.50"	11.805	4.22.5
24	100.22.50"	11.805	4.22.5
25	100.22.50"	11.805	4.22.5
26	100.22.50"	11.805	4.22.5
27	100.22.50"	11.805	4.22.5
28	100.22.50"	11.805	4.22.5
29	100.22.50"	11.805	4.22.5
30	100.22.50"	11.805	4.22.5
31	100.22.50"	11.805	4.22.5
32	100.22.50"	11.805	4.22.5
33	100.22.50"	11.805	4.22.5
34	100.22.50"	11.805	4.22.5
35	100.22.50"	11.805	4.22.5
36	100.22.50"	11.805	4.22.5
37	100.22.50"	11.805	4.22.5
38	100.22.50"	11.805	4.22.5
39	100.22.50"	11.805	4.22.5
40	100.22.50"	11.805	4.22.5
41	100.22.50"	11.805	4.22.5
42	100.22.50"	11.805	4.22.5
43	100.22.50"	11.805	4.22.5
44	100.22.50"	11.805	4.22.5
45	100.22.50"	11.805	4.22.5
46	100.22.50"	11.805	4.22.5
47	100.22.50"	11.805	4.22.5



(F) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE & VARIABLE (VIDE 1/2,16019)  
(G) EASEMENT FOR TRANSMISSION LINE 30.48 & 18.29 WIDE (VIDE 1/2,16019)



REFERENCE MARKS

No	REFERENCE	TYPE
H	300°38'35" 3.85 & 11.1	DRILL HOLE & WINGS
J	212°24'30" 3.855	DRILL HOLE & WINGS
K	212°24'30" 3.855	DRILL HOLE & WINGS
L	210°38'35" 3.9 & 11.7	DRILL HOLE & WINGS
M	210°38'35" 3.9 & 11.7	DRILL HOLE & WINGS
N	300°38'35" 2.85 & 10.1	DRILL HOLE & WINGS
P	300°38'35" 2.85 & 10.1	DRILL HOLE & WINGS
Q	300°38'35" 3.74 & 11.1	DRILL HOLE & WINGS
R	300°38'35" 3.74 & 11.1	DRILL HOLE & WINGS
S	200°38'35" 3.88 & 11.1	DRILL HOLE & WINGS
T	200°38'35" 3.88 & 11.1	DRILL HOLE & WINGS
U	300°38'35" 0.95 & 11.05	DRILL HOLE & WINGS

(A) EASEMENT TO DRAIN WATER 15 WIDE (DP 1194063)  
(P) EASEMENT TO DRAIN WATER 15 WIDE (DP 1194063)  
(S) POSITIVE COVENANT

CURVED & SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
21	188°08'35"	3.445	-
22	165°38'35"	2.635	-
23	143°08'35"	3.445	-
24	120°38'35"	2.635	-
25	98°08'35"	3.445	-
26	75°38'35"	2.635	-
27	53°08'35"	3.445	-
28	30°38'35"	2.635	-
29	8°08'35"	3.445	-
30	25°38'35"	2.635	-
31	32°08'35"	3.445	-
32	27°08'35"	2.635	-
33	34°08'35"	3.445	-
34	26°08'35"	2.635	-
35	32°08'35"	3.445	-
36	27°08'35"	2.635	-
37	34°08'35"	3.445	-
38	26°08'35"	2.635	-
39	32°08'35"	3.445	-
40	27°08'35"	2.635	-


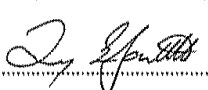

Surveyor: TERRY EDWARD BARTLETT  
Date of Survey: 14th JANUARY 2016  
Surveyor's Ref: 82013004 DP-402

PLAN OF SUBDIVISION  
OF LOT 4350  
IN DP 1194062

L.G.A.: CAMDEN  
Locality: SPRING FARM  
Subdivision No: 14.2012.1189.3  
Lengths are in metres. Reduction Ratio 1:600


Registered  
4.08.2016

DP1194061

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)
Registered:  4.08.2016 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only  Office Use Only  <h1>DP1194061</h1>	
<b>PLAN OF SUBDIVISION OF LOT 4350 IN DP 1194062</b>	LGA: CAMDEN Locality: SPRING FARM Parish: NARELLAN County: CUMBERLAND	
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: .....	Survey Certificate I, TERRY EDWARD BARTLETT of Cardno (NSW/ACT), 203 Pacific Hwy, St LEONARDS NSW 2065 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on ..... *(b) The part of the land shown in the plan (*being Lots 4201 - 4265) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on the 14 <sup>th</sup> January 2016. The part not surveyed (being Lot 4266) was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: 15.01.2016 Surveyor ID: 438 Datum Line: "A" ( PM 46431 ) - "B" ( PM 53547 ) Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	
Subdivision Certificate I, <u>Daniel Streeter</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: ..... Consent Authority: <u>Camden Council</u> Date of endorsement: <u>15/07/2016</u> Subdivision Certificate number: <u>14.2012.1189.3</u> File number: <u>DA/2012/1189</u> *Strike through if inapplicable.		
Statements of intention to dedicate public roads, public reserves and drainage reserves.  IT IS INTENDED TO DEDICATE NEWMAN STREET (14 WIDE), CASSIDY STREET (14 & 12.5 WIDE), THE EXTENSION OF THIELE STREET (14 WIDE), THE EXTENSION OF BLAIN ROAD (14 WIDE) & THE EXTENSION OF HURST STREET TO THE PUBLIC AS PUBLIC ROAD.	Plans used in the preparation of survey/compilation. DP 1181404    DP 1194062    DP 1194063  If space is insufficient continue on PLAN FORM 6A	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 82013004 DP-402	

## DEPOSITED PLAN ADMINISTRATION SHEET

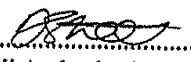
Sheet 2 of 5 sheet(s)

<b>Registered:</b>  <b>4.08.2016</b> <b>PLAN OF SUBDIVISION OF LOT 4350 IN DP 1194062</b> Subdivision Certificate number: <u>14.2012.1189.3</u> Date of Endorsement: <u>15/07/2016</u>	Office Use Only  <b>DP1194061</b>  This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:-

- 1) EASEMENT TO DRAIN WATER 1.5 WIDE (A)
- 2) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
- 3) RESTRICTION ON THE USE OF LAND (D)
- 4) RESTRICTION ON THE USE OF LAND (E)
- 5) RESTRICTION ON THE USE OF LAND
- 6) RESTRICTION ON THE USE OF LAND
- 7) POSITIVE COVENANT
- 8) POSITIVE COVENANT
- 9) POSITIVE COVENANT (S)
- 10) RESTRICTION ON THE USE OF LAND
- 11) POSITIVE COVENANT
- 12) RESTRICTION ON THE USE OF LAND
- 13) RESTRICTION ON THE USE OF LAND

Lot	Street Number	Street Name	Street Type	Locality
4201	N/A	Newman	Street	Spring Farm
4202	N/A	Newman	Street	Spring Farm
4203	N/A	Newman	Street	Spring Farm
4204	N/A	Newman	Street	Spring Farm
4205	N/A	Newman	Street	Spring Farm
4206	N/A	Newman	Street	Spring Farm
4207	N/A	Newman	Street	Spring Farm
4208	N/A	Newman	Street	Spring Farm
4209	N/A	Newman	Street	Spring Farm
4210	N/A	Newman	Street	Spring Farm

  
 Council Authorised Person

If space is insufficient use additional annexure sheet


Surveyor's Reference: 82013004 DP-402

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection


## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

<p>Registered:  4.08.2016</p> <p>Office Use Only</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1194061</p>
<p><b>PLAN OF SUBDIVISION OF LOT 4350 IN DP 1194062</b></p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p>Subdivision Certificate number: <u>14.2012.1189.3</u></p> <p>Date of Endorsement: <u>15/07/2016</u></p>	

Lot	Street Number	Street Name	Street Type	Locality
4211	N/A	Thiele	Street	Spring Farm
4212	N/A	Thiele	Street	Spring Farm
4213	N/A	Thiele	Street	Spring Farm
4214	N/A	Thiele	Street	Spring Farm
4215	N/A	Thiele	Street	Spring Farm
4216	N/A	Thiele	Street	Spring Farm
4217	N/A	Thiele	Street	Spring Farm
4218	N/A	Thiele	Street	Spring Farm
4219	N/A	Thiele	Street	Spring Farm
4220	N/A	Blain	Road	Spring Farm
4221	N/A	Blain	Road	Spring Farm
4222	N/A	Newman	Street	Spring Farm
4223	N/A	Newman	Street	Spring Farm
4224	N/A	Newman	Street	Spring Farm
4225	N/A	Thiele	Street	Spring Farm
4226	N/A	Thiele	Street	Spring Farm
4227	N/A	Thiele	Street	Spring Farm
4228	N/A	Blain	Road	Spring Farm
4229	N/A	Blain	Road	Spring Farm
4230	N/A	Blain	Road	Spring Farm
4231	N/A	Blain	Road	Spring Farm
4232	N/A	Blain	Road	Spring Farm
4233	N/A	Blain	Road	Spring Farm
4234	N/A	Blain	Road	Spring Farm
4235	N/A	Blain	Road	Spring Farm
4236	N/A	Blain	Road	Spring Farm
4237	N/A	Hurst	Street	Spring Farm
4238	N/A	Hurst	Street	Spring Farm

If space is insufficient use additional annexure sheet

  
 Council Authorised Person


Surveyor's Reference: 82013004 DP-402

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

## DEPOSITED PLAN ADMINISTRATION SHEET

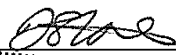
Sheet 4 of 5 sheet(s)

<p>Registered:  4.08.2016</p> <p>Office Use Only</p> <p><b>PLAN OF SUBDIVISION OF LOT 4350 IN DP 1194062</b></p> <p>Subdivision Certificate number: <u>14.2012.1189.3</u></p> <p>Date of Endorsement: <u>15/07/2016</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;"><b>DP1194061</b></p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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Lot	Street Number	Street Name	Street Type	Locality
4239	N/A	Hurst	Street	Spring Farm
4240	N/A	Hurst	Street	Spring Farm
4241	N/A	Hurst	Street	Spring Farm
4242	N/A	Hurst	Street	Spring Farm
4243	N/A	Hurst	Street	Spring Farm
4244	N/A	Hurst	Street	Spring Farm
4245	N/A	Hurst	Street	Spring Farm
4246	N/A	Cassidy	Street	Spring Farm
4247	N/A	Cassidy	Street	Spring Farm
4248	N/A	Cassidy	Street	Spring Farm
4249	N/A	Cassidy	Street	Spring Farm
4250	N/A	Cassidy	Street	Spring Farm
4251	N/A	Cassidy	Street	Spring Farm
4252	N/A	Cassidy	Street	Spring Farm
4253	N/A	Cassidy	Street	Spring Farm
4254	N/A	Cassidy	Street	Spring Farm
4255	N/A	Cassidy	Street	Spring Farm
4256	N/A	Cassidy	Street	Spring Farm
4257	N/A	Cassidy	Street	Spring Farm
4258	N/A	Cassidy	Street	Spring Farm
4259	N/A	Cassidy	Street	Spring Farm
4260	N/A	Cassidy	Street	Spring Farm
4261	N/A	Cassidy	Street	Spring Farm
4262	N/A	Cassidy	Street	Spring Farm
4263	N/A	Cassidy	Street	Spring Farm
4264	N/A	Hurst	Street	Spring Farm
4265	N/A	Hurst	Street	Spring Farm
4266	N/A	Hurst	Street	Spring Farm

If space is insufficient use additional annexure sheet

Surveyor's Reference: 82013004 DP-402




Council Authorised Person

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:  4.08.2016 PLAN OF SUBDIVISION OF LOT 4350 IN DP 1194062	Office Use Only
	Office Use Only  <h1 style="text-align: center;">DP1194061</h1>
Subdivision Certificate number: <u>14.2012.1189.3</u> Date of Endorsement: <u>15/07/2016</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>

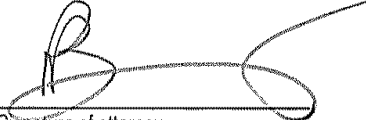
I certify that I am an eligible witness and the transferor's attorney signed this dealing in my presence:

  
 Signature of witness

ANDREW TAYLOR  
 Name of witness

Level 14, 60 Station Street, Parramatta  
 Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the transferor's attorneys who signed this dealing jointly pursuant to the power of attorney specified below.

  
 Signature of attorney

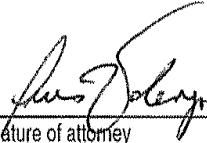
PETER BRACKENBERG  
 Name of attorney

I certify that I am an eligible witness and the transferor's attorney signed this dealing in my presence:

  
 Signature of witness

ANDREW TAYLOR  
 Name of witness

Level 14, 60 Station Street, Parramatta  
 Address of witness

  
 Signature of attorney

LUIS VALVERDE  
 Name of attorney

Signed for and on behalf of Landcom  
 Power of attorney Book: 4695  
 No.: 858

If space is insufficient use additional annexure sheet

  
 Council Authorised Person

Surveyor's Reference: 82013004 DP-402

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

(Sheet 1 of 11 sheets)

**Plan:****DP1194061**


Plan of Subdivision of Lot 4350 in DP 1194062  
covered by Subdivision Certificate No.  
Dated

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

Landcom  
Level 14, 60 Station Street  
PARRAMATTA NSW 2150

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide (A)	4204 4203 4202 4209 4208 4207 4206 4211  4216  4221  4220  4226 4225 4229 4237  4238  4239  4234	4205 4204 & 4205 4201 & 4203 – 4205 (Incl.) 4210 4209 & 4210 4208 – 4210 (Incl.) 4207 – 4210 (Incl.) Lots 4432 – 4435 (Incl.) in DP 1194063 Lots 4436 – 4439 (Incl.) in DP 1194063 Lots 4440 & 4441 in DP 1194063 4221 & Lots 4440 & 4441 in DP 1194063 4227 4226 & 4227 4228 Lots 4310 – 4313 (Incl.) in DP 1194062 4237 & Lots 4310 – 4313 (Incl.) in DP 1194062 4238, 4237 & Lots 4310 – 4313 (Incl.) in DP 1194062 4239, 4238, 4237 & Lots 4310 – 4313 (Incl.) in DP 1194062

Approved by Camden Council .....  .....  
(Authorised Officer)

(Sheet 2 of 11 sheets)

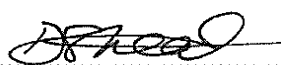
Plan:

**DP1194061**

Plan of Subdivision of Lot 4350 in DP 1194062  
covered by Subdivision Certificate No.  
Dated

		4241 4242 4243 4230 4248 4247 4246 4252 4251 4250 4258  4263	4240 4240 & 4241 4240, 4241 & 4242 4240, 4241, 4242 & 4243 4249 4248 & 4249 4247, 4248 & 4249 4253 4252 & 4253 4251, 4252 & 4253 Lots 4321 – 4325 (Incl.) in DP 1194062 Lots 4316 – 4320 (Incl.) in DP 1194062
2	Easement for Padmount Substation 2.75 Wide (C)	4224	Endeavour Energy
3	Restriction on the Use of Land (D)	Part 4224 & Part 4225 Designated (D)	Endeavour Energy
4	Restriction on the Use of Land (E)	Part 4224 & Part 4225 Designated (E)	Endeavour Energy
5	Restriction on the Use of Land	4201 - 4265 (Incl.)	Camden Council
6	Restriction on the Use of Land	4201 - 4265 (Incl.)	Every Other Lot Except 4266
7	Positive Covenant	4252 – 4256 (incl.)	Camden Council
8	Positive Covenant	4248 – 4260 (Incl.)	Camden Council

Approved by Camden Council .....



(Authorised Officer)

(Sheet 3 of 11 sheets)

Plan:

**DP1194061**Plan of Subdivision of Lot 4350 in DP 1194062  
covered by Subdivision Certificate No.  
Dated

9	Positive Covenant	Part 4253 & Part 4254 Designated (S)	Camden Council
10	Restriction on the Use of Land	4252 – 4256 (Incl.)	Camden Council
11	Positive Covenant	4252 – 4256 (Incl.)	Camden Council
12	Restriction on the Use of Land	4201 - 4265 (Incl.)	Camden Council
13	Restriction on the Use of Land	4254	Camden Council

**PART 2 (Terms)****1. Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan:**

Easement to Drain Water as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919.

**THE AUTHORITY** empowered to release, vary or modify the easement numbered 1 in the plan is  
**CAMDEN COUNCIL.****2. Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan:**

The terms of easement for padmount substation 2.75 wide marked (C) on the plan as set out in Memorandum No. AK104621 filed at the office of Land and Property Information are incorporated in this document.

Approved by Camden Council .....



(Authorised Officer)

(Sheet 4 of 11 sheets)

Plan:

**DP1194061**

Plan of Subdivision of Lot 4350 in DP 1194062  
covered by Subdivision Certificate No.  
Dated

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

1.0 No building shall be erected or permitted to remain within the restriction site as marked (D) on the plan unless:

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

1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

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

3.0 Definitions:

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

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

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


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

**Lessee of Endeavour Energy's Distribution System**

4.0 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

5.0 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

Approved by Camden Council .....  
(Authorised Officer)



(Sheet 5 of 11 sheets)

Plan:

**DP1194061**

Plan of Subdivision of Lot 4350 in DP 1194062  
covered by Subdivision Certificate No.  
Dated

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

- 1.0 No swimming pool or spa shall be erected or permitted to remain within the restricted site as marked (E) on the plan.
- 2.0 Definitions:
  - 2.1 “erect” includes construct, install, build and maintain.
  - 2.2 “restricted site” means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

Lessee of Endeavour Energy's Distribution System

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

**THE AUTHORITY** empowered to release, vary or modify the easements and restrictions on the use of land numbered 2, 3 and 4 in the plan is **ENDEAVOUR ENERGY**. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

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

No building will be permitted to be constructed on the land including earthworks, imported fill, landscaping, buildings and associated infrastructure unless the works are carried in accordance with the management strategies as contained within the Salinity Management Plan under “Section 14” in the report titled “Contamination and Salinity Assessment Precinct 500 Spring Farm New South Wales, Prepared by SMEC Testing Services Pty Ltd, Report No 12/1573, dated October 2012.

**THE AUTHORITY** empowered to release, vary or modify the easement numbered 5 in the plan is **CAMDEN COUNCIL**.

Approved by Camden Council .....  
(Authorised Officer)



(Sheet 6 of 11 sheets)

Plan:

**DP1194061**

Plan of Subdivision of Lot 4350 in DP 1194062  
covered by Subdivision Certificate No.  
Dated

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

1. No building shall be erected or permitted to remain on the lot burdened having a roof constructed of any material other than terra-cotta roof tiles, or concrete roof tiles, or timber shingles, or slate, or corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, unless otherwise approved by Landcom in its absolute discretion.
2. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
3. No main building shall be erected on each burdened lot unless a garage with a minimum floor area of 16 square metres is also erected on the burdened lot.
4. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket (and only to a height of no greater than 1,200 millimetres and having 50% open appearance, save that timber in-fill panels may be used in combination with brick or stone shall be constructed on the burdened lot: where the lot is not a corner lot, on or adjacent to the street frontage, or on a side boundary forward of the main building, except for side boundaries co-incident with the rear boundary of corner lots, where the relevant requirements of 5 hereunder shall apply, or where the lot is a corner lot, on a front or side boundary forward of the front alignment of the main building or on or adjacent to the side street frontage outside of the area being 50% of the length of the common lot depth and forward of the rear boundary.
5. Where the burdened lot is a corner lot, no fence comprised of materials other than lapped and capped paling, brick, stone, brushwood or combinations thereof (and only to a height of no greater than 1,800 millimetres) shall be constructed adjacent to the side street boundary within the area being 50% of the length of the common lot depth boundary and forward of the rear boundary.
6. No fence constructed with aluminium sheeting or fibre cement or fibreglass or any other material of a similar nature shall be erected on a boundary of the burdened lot adjoining a public reserve or a public pathway or a street frontage, except where required to comply with AS3959: Construction of Buildings in Bushfire Prone Areas.
7. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of the Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to the Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.

Approved by Camden Council .....  
(Authorised Officer)



(Sheet 7 of 11 sheets)

Plan:

**DP1194061**

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8. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.
9. The person having the right to release, vary or modify these restrictions is Landcom and this restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the date of registration of the deposited plan to which this instrument relates. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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

For the lots burdened, all facades identified may require windows to be closed (but not necessarily sealed) to meet internal noise criteria. As a result, the provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required. Compliance with the above ventilation requirement is to be demonstrated for each dwelling application on the affected lots.

**THE AUTHORITY** empowered to release, vary or modify the easement numbered 7 in the plan is **CAMDEN COUNCIL**.

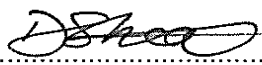
**8. Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan:**

A standard solid boundary fence at least 1.8m in height is required consistent in the location with plan "TB705-43 PO8 (Rev 1)" contained within the report titled "Spring Farm Precinct 400 & 500 Traffic Noise Assessment, prepared by Renzo Tonin & Associates, Ref no TB705-43F02 (Rev 2) Traffic Noise Assessment, dated 12 October 2012" and "P400 Acoustic Fence Addendum Report, prepared by Renzo Tonin and Associates ref no TB705-51F01 (Rev 1) dated 25 September 2013."

**THE AUTHORITY** empowered to release, vary or modify the easement numbered 8 in the plan is **CAMDEN COUNCIL**.

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

1. The registered proprietor of the lot(s) hereby burdened will in respect of the acoustic noise wall:-
  - (a) keep the noise wall and retaining wall in good repair and must not alter remove or destroy without prior written approval of Camden Council

Approved by Camden Council .....  .....

(Authorised Officer)

(Sheet 8 of 11 sheets)

Plan:

**DP1194061**

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Dated

- (b) maintain and repair at the sole expense of the burdened registered proprietor the whole noise wall and retaining wall and all graffiti must be removed within 48 hours
  - (c) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant
  - (d) comply with the terms of any written notice issued by the Council in respect to the requirements of this covenant within the time stated in the notice.
2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:-
- i. in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(d) above.
  - ii. the Council may recover from the registered proprietor in a Court of competent jurisdiction:
    - a) any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
    - b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

**THE AUTHORITY** empowered to release, vary or modify the easement numbered 9 in the plan is  
**CAMDEN COUNCIL.**

Approved by Camden Council .....  
(Authorised Officer)



(Sheet 9 of 11 sheets)

Plan:

**DP1194061**

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Dated

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

No building will be permitted to be constructed on the land UNLESS the building layout is consistent with "Section 5.3 House Design and Layout" and plans "TB705-43PO1 (Rev 1)" contained within the report titled "Spring Farm Precinct 400 & 500 Traffic Noise Assessment, prepared by Renzo Tonin & Associates, Ref no TB705-43F02 (Rev 2) Traffic Noise Assessment, dated 12 October 2012."

**THE AUTHORITY** empowered to release, vary or modify the easement numbered 10 in the plan is **CAMDEN COUNCIL**.

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

The building construction requirements and window and door treatments are to be consistent with "Appendix B, Table 5 – Façade treatment recommendations" and "Table 6 – Treatment Category recommendations" contained within the report titled "Spring Farm Precinct 400 & 500 Traffic Noise Assessment, prepared by Renzo Tonin & Associates, Ref no TB705-43F02 (Rev 2) Traffic Noise Assessment, dated 12 October 2012."

**THE AUTHORITY** empowered to release, vary or modify the easement numbered 11 in the plan is **CAMDEN COUNCIL**.

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

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

**THE AUTHORITY** empowered to release, vary or modify the easement numbered 12 in the plan is **CAMDEN COUNCIL**.

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

Vehicular access across the boundary of the lot burdened marked "X" – "Y" on the plan is denied.

**THE AUTHORITY** empowered to release, vary or modify the easement numbered 13 in the plan is **CAMDEN COUNCIL**.

Approved by Camden Council .....



(Authorised Officer)

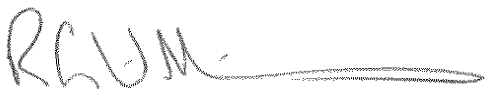
(Sheet 10 of 11 sheets)

Plan:

**DP1194061**

Plan of Subdivision of Lot 4350 in DP 1194062  
covered by Subdivision Certificate No.  
Dated

I certify that I am an eligible witness and the transferor's  
attorney signed this dealing in my presence:



Signature of witness



Name of witness

Level 14, 60 Station Street, Parramatta  
Address of witness

I certify that I am an eligible witness and the transferor's  
attorney signed this dealing in my presence:



Signature of witness



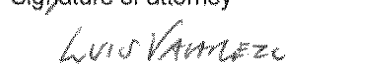
Name of witness

Level 14, 60 Station Street, Parramatta  
Address of witness

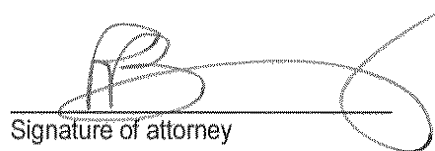
Certified correct for the purposes of the Real Property Act  
1900 by the transferor's attorneys who signed this dealing  
jointly pursuant to the power of attorney specified below.



Signature of attorney



Name of attorney



Signature of attorney



Name of attorney

Signed for and on behalf of Landcom  
Power of attorney Book: 4695  
No.: 858

Approved by Camden Council .....



(Authorised Officer)

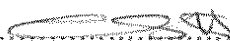
(Sheet 11 of 11 sheets)

Plan:

**DP1194061**

Plan of Subdivision of Lot 4350 in DP 1194062  
covered by Subdivision Certificate No.  
Dated

Signed on behalf of Endeavour Energy ABN  
59 253 130 878 by its Attorney pursuant to  
Power of Attorney Book 4705 No 566  
in the presence of:

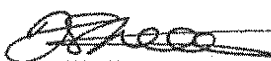
  
.....  
Signature of witness

Cloire SCOTT  
.....  
Name of witness  
C/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

  
.....  
Signature of attorney

Name: Helen Smith  
Position: Manager and Property Fleet  
Date of execution: 11th July 2016  
Reference: URS 14873

Approved by Camden Council .....



(Authorised Officer) -

I, DANIEL STREATER  
AS A DELEGATE OF CAMDEN  
COUNCIL PURSUANT TO S.378 OF  
THE L.G. ACT 1993 AND I CERTIFY I  
HAVE NO NOTICE OF REVOCATION OF  
SUCH DELEGATION.

REGISTERED



4.08.2016



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

**APPLICANT:** InfoTrack Pty Ltd  
135 King Street  
NSW 2000

Certificate number: 20234709  
Reference number: 1330577  
Certificate issue date: 29/07/2025  
Certificate fee: \$71.00  
Applicant's reference: 10114725  
Property number: 1171363  
Applicant's email: [ecertificates@infotrack.com.au](mailto:ecertificates@infotrack.com.au)

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 4318 DP: 1194062  
Address: **7 Summers Street SPRING FARM 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)**

Camden Local Environmental Plan 2010.



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

Camden Development Control Plan 2019, as amended

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

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

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – 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)**

No.

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

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

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

(a) ZONE R1 GENERAL RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

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

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Exhibition homes; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite



day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item (i) or (iii)

(iii) Prohibited

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

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

No.

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

No.

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

No.

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

No.

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

No.

### 3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023



## Camden Contributions Plan 2011 (Amendment 1)

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

(a) the name of the region

No

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

No

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

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

*continued 7.23 determination* means a 7.23 determination that—

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

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

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

## 4 COMPLYING DEVELOPMENT

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

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

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

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

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

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

## HOUSING CODE



Complying development MAY be carried out on the land

## **RURAL HOUSING CODE**

Complying development MAY be carried out on the land.

## **LOW RISE HOUSING DIVERSITY CODE**

Complying development MAY be carried out on the land.

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

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

## **AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

Complying development MAY be carried out on the land

## **GREENFIELD HOUSING CODE**

Complying development MAY be carried out on the land.

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

## **INLAND CODE**

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

## **HOUSING ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **GENERAL DEVELOPMENT CODE**

Complying development MAY be carried out on the land.

## **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development MAY be carried out on the land.



## **INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE**

Complying development MAY be carried out on the land.

## **CONTAINER RECYCLING FACILITIES CODE**

Complying development MAY be carried out on the land.

## **SUBDIVISIONS CODE**

Complying development MAY be carried out on the land.

## **DEMOLITION CODE**

Complying development MAY be carried out on the land.

## **FIRE SAFETY CODE**

Complying development MAY be carried out on the land.

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

## **5 EXEMPT DEVELOPMENT**

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

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

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

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

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

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

## **GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land



## **ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

## **TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

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

## **6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

## **7 LAND RESERVED FOR ACQUISITION**

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

No.

## **8 ROAD WIDENING AND ROAD REALIGNMENT**

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

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



No.

## 9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

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

Unknown.

(3) In this section—

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

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

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

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

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

(2) In this section—

*adopted policy* means a policy adopted—

(a) by the council, or

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

### LAND SLIP

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

### BUSH FIRE

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



## **TIDAL INUNDATION**

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

## **SUBSIDENCE**

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

## **ACID SULFATE SOILS**

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

## **CONTAMINATION**

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

## **AIRCRAFT NOISE**

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

## **SALINITY**

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

## **COASTAL HAZARDS**

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

## **SEA LEVEL RISE**

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

## **11 BUSH FIRE PRONE LAND**

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

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

No.

## **12 LOOSE-FILL ASBESTOS INSULATION**

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

No.

## **13 MINE SUBSIDENCE**

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

No.

## **14 PAPER SUBDIVISION INFORMATION**

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

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

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

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

Not Applicable

## **15 PROPERTY VEGETATION PLANS**

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

No.

## **16 BIODIVERSITY STEWARDSHIP SITES**



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

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

No.

## **17 BIODIVERSITY CERTIFIED LAND**

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

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

No.

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

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

No.

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

Not Applicable.

## **20 WESTERN SYDNEY AEROTROPOLIS**

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

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

No.

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

No.

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

No.



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

No.

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

No.

## **21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

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

No.

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

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

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

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

No.

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

No.

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

No.

(4) In this section—

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

## **23 WATER OR SEWERAGE SERVICES**



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

Not applicable.

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

## 24 SPECIAL ENTERTAINMENT PRECINCTS

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

Not applicable

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

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

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

No.

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

No.

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

No.

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

No.

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



No.

## DISCLAIMER AND CAUTION

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

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

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

**Andrew Carfield**  
General Manager

29 July 2025

**Infotrack Pty Limited**

**Reference number: 8004500734**

**Property address: 7 Summers St Spring Farm NSW 2570**

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

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

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

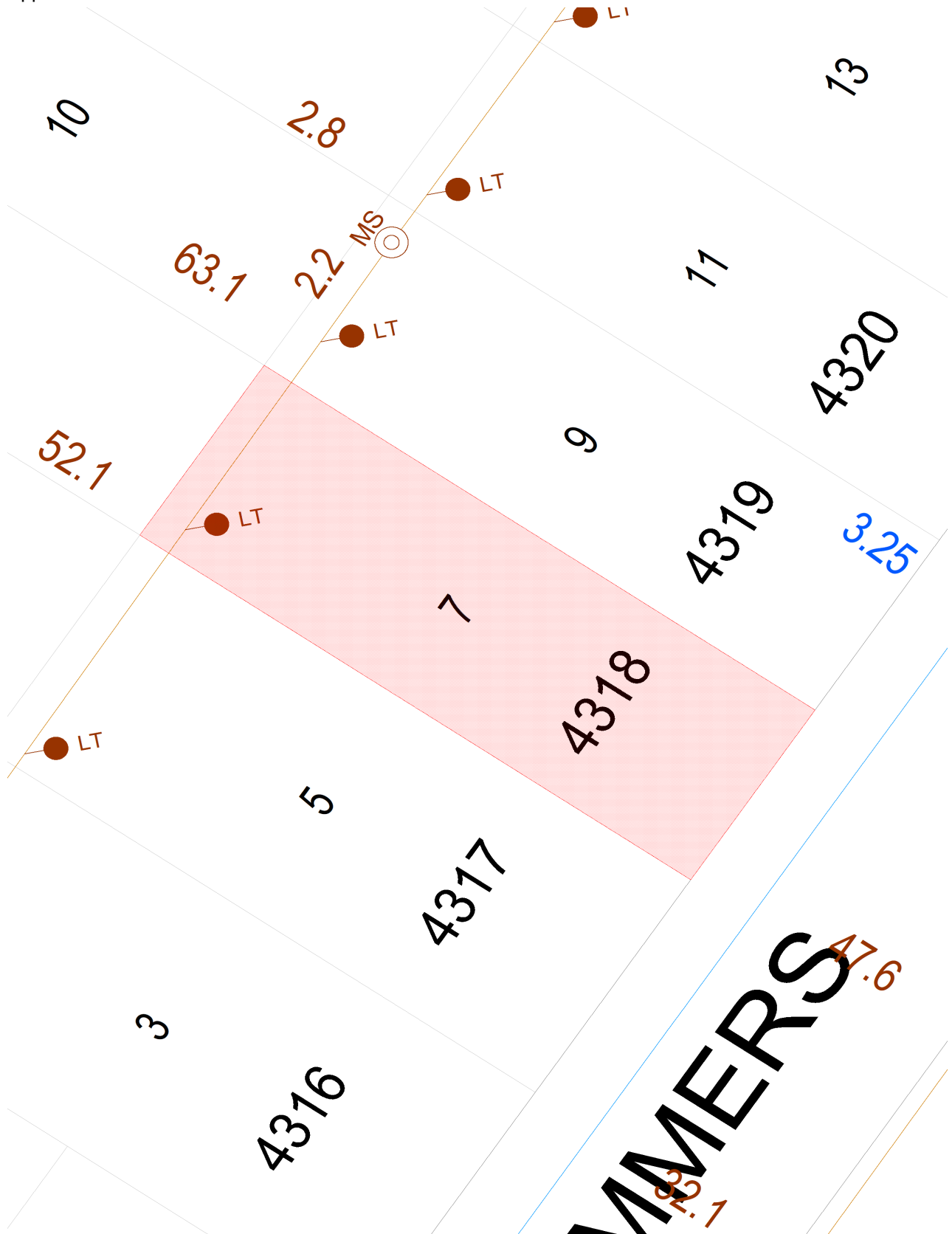
The fee you paid has been used to cover the cost of searching our records.

Sincerely

**The Sydney Water team**

# Service Location Print

Application Number: 8004500750



Document generated at 29-07-2025 04:10:45 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	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### 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**.

# Occupation Certificate

Issued in accordance with Sections 109C (1) and 109H of the Environmental Planning and Assessment Act 1979.

**Certificate No:** CDC/701147

**Determination:** APPROVED

**Property Address:** LOT 4318 DP 1194062, 7 SUMMERS STREET, SPRING FARM NSW 2570

**Description of Work:** Dwelling And Retaining Walls

**BCA Classification:** 1a, 10b

**Type of Certificate:** FINAL

## Statement

- The health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued, and
- A current development consent or complying development certificate is in force for the building, and
- If any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building, and
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, and
- A fire safety certificate has been issued for the building (if required), and
- A report from the Fire Commissioner has been considered (if required).

**This certificate is issued by:**

A handwritten signature in blue ink, appearing to read "K. Tarlinton".

**KAINE TARLINTON**

ACCREDITATION NUMBER: BPB 0872

On behalf of BUILDCERT CONSULTANTS PTY LTD - ABC 8

ACCREDITATION BODY: BUILDING PROFESSIONALS BOARD

**Certificate Determined on:**

**8 FEBRUARY 2018**

## Attachments

- *Schedule A: Schedule of Critical Stage Inspections*

## **SCHEDULE A**

### **Schedule of Critical Stage Inspections:**

<b>INSPECTION</b>	<b>RESULT</b>	<b>DATE</b>	<b>ACCREDITED CERTIFIER</b>
Pier/Pad Holes	Satisfactory	3/08/2017	Kaine Tarlinton
Slab on Ground	Satisfactory	8/8/2017	Mitch Tarlinton
Stormwater Drainage Connections	Satisfactory	9/9/2017	Mitch Tarlinton
Frame	Satisfactory	28/09/2017	Mitch Tarlinton
Wet Area Flashing	Satisfactory	26/10/2017	Livio Mocchetti
Completion Inspection	Satisfactory	7/2/2018	Kaine Tarlinton

# Post Contract Variation



Client: **Jayde Louise Kieselbach**

Address

Phone:

Date: **2/08/2017**

Issue No: **N404606 / 8**

Site Address:

**Lot 4318, (# 7) Summers Street, Spring Farm  
NSW 2507**

Contact: **DBO**

**Debit**  
Note Only **Credit**

1/

Provide the following plumbing fixtures / tapware in lieu of previously nominated G Developments standard.

Alder Alto Kitchen Sink Mixer 81297  
Alder Flex Basin Mixer 45090  
Alder Flex Wall Mixer 45390  
Alder Nuova Bath Spout 367  
Alder Excite Rail Shower with Soap Dish 98650  
Alder Milano Laundry Sink Mixer 84190  
Decina Matilda Bath  
Alder Domus 750mm Double Towel Rail 82902  
Alder Alto soap dish  
Alder Domus Toilet roll holder 82904  
Caroma Carboni II Inset Vanity Basin 1 Taphole (865615W)  
Inspire Massa Close Coupled VC Toilet with SC Seat IMTSPK  
Rheem Gas Hot Water Service C/Flor 26L 50DEG NG (875E26NF)  
Clark Polar Double Undermount Sink (PPL20BU)

Note: Variation required due to change in Supplier. All the above items are of equal or better quality to previously supplied G Development Standard Fixtures.

**Total**

**NOTE ONLY**

This Variation will incur a minimum but not limited to 5 days extension of time for administration purposes plus any onsite extension of times that may occur from this variation.

This variation must be signed and returned to this office within 7 days from the date of issue.

Please incorporate the above variation into my/ our Building Agreement. If this variation is not signed and received within 7 days it will be deemed as unaccepted, therefore will be cancelled.

Owner:

**Jayde Kieselbach**

Date:

**3/8/17**

Owner:

Date:

Builder:

Date:

**G Developments Pty Ltd**

PO Box 600, Paradise Point Qld 4216

Tel: 07) 5665 0088 Fax: 07) 5665 0099

ABN: 77116332220

# Post Contract Variation

# G Developments

Client:

Address:

Phone N

Date: 24/05/2017

Issue No: N404606 / 1

Site Address:

Lot 4318 (# 7) Summers Street,  
Spring Farm NSW 2507

Contact: NDA

Variation: Post Contract Upgrades	Debit	Credit
1/ Provide Polytec "Sheen" finish melamine to all cabinetry in kitchen, bathroom and ensuite in lieu of standard	\$ 660.00	
2/ Provide 20mm Silestone benchtops as selected from builders standard range to kitchen, bathroom and ensuite in lieu of standard	\$3,700	
3/ Provide contrast paint colour Dulux "Vivid White" to skirtings, architraves and doors throughout	\$500.00	
4/ Provide roller blinds in lieu of vertical blinds	\$620.00	
5/ Provide vinyl sliding door to bedroom 2,3 & 4 robes in lieu of standard	\$300.00	
6/ Provide exhaust fan to bathroom and ensuite	\$264.00	
7/ Provide W.C. passage door to be hinged on right hand side, cavity sliding door in lieu of hinged to bathroom and towel rail relocated to wall beside shower backing onto all way	\$385.00	
8/ Provide plans amendments to laundry: <ul style="list-style-type: none"><li>• Provide hinged external laundry door in lieu of sliding door</li><li>• Provide approx. 800mm wide linen cupboard with single hinged door in lieu of double linen cupboard</li><li>• Provide build in laundry cabinet with 45ltr stainless steel drop in tub and laminate bench across to linen cupboard with open space under bench for front loading W.M and Dryer in lieu of washing machine space and laundry tub</li></ul>	\$1,015.00	

G Developments Pty Ltd

PO Box 600, Paradise Point Qld 4216

Tel: 07) 5665 0088 Fax: 07) 5665 0099

ABN: 77116332220

	Debit	Credit
9/ Provide 20mm Silestone benchtop from builders standard range to laundry benchtop in lieu of standard laminate benchtop as noted in item 8/.	\$1,330.00	
10/ Provide XN5 stain grade entry door stained closest possible match to Modwood infill in lieu of standard paint grade entry door	\$395.00	
11/ Provide 21-06 high set window to dining room and family room in lieu of 18-18 (2 total)	Note Only	
12/ Provide TV point and double GPO to bedroom 1 fitted to centre of wall backing onto family room	\$160.00	
13/ Provide additional double GPO to wall at end of island bench	\$85.00	
14/ Provide External weatherproof double GPO to alfresco	\$160.00	
15/ Provide additional gas bayonet to alfresco area	\$450.00	
16/ Provide downlight to kitchen in lieu of circular florescent as noted on marked up plan	Note Only	
17/ Provide additional downlight centred over bathroom vanity as noted on marked up plan	\$95.00	
18/ Provide additional downlight centred over ensuite vanity as noted on marked up plan	\$95.00	
19/ Provide relocation of dining and family room downlight and additional downlight to dining and family room (2 additional total) as noted on marked up plan	\$190.00	
20/ Provide (2) downlights over kitchen island bench as noted on marked up plan	\$190.00	
21/ Provide AFA Cubeline double below undermount sink to kitchen in lieu of standard	\$840.00	
22/ Provide "Omni" Trilock to front entry door in lieu of standard	\$390.00	
23/ Provide Stainless steel "up down" light to front face of portico piers (2 total)	\$790.00	
24/ Provide glass splash to kitchen as Dulux "Dieskau" Half Strength	\$980.00	

	Debit	Credit
25/ Provide 900mm Omega 900mm electric underbench oven and 900mm canopy Rangehood from builders standard range in lieu of standard	\$1,920.00	
26/ Provide Ilve Ild88b 900 Induction cooktop in lieu of standard	\$2,160.00	
27/ Provide "Coastal" façade	Note Only	

**Total (incl GST)**

**\$17,674.00**

This Variation will incur a minimum but not limited to 5 days extension of time for administration purposes plus any onsite extension of times that may occur from this variation.

This variation must be signed and returned to this office within 7 days from the date of issue

Please incorporate the above variation into my/ our Building Agreement. If this variation is not signed and received within 7 days it will be deemed as unaccepted, therefore will be cancelled.

Owner:

Jayde Kieselbach

Date:

24/05/2017

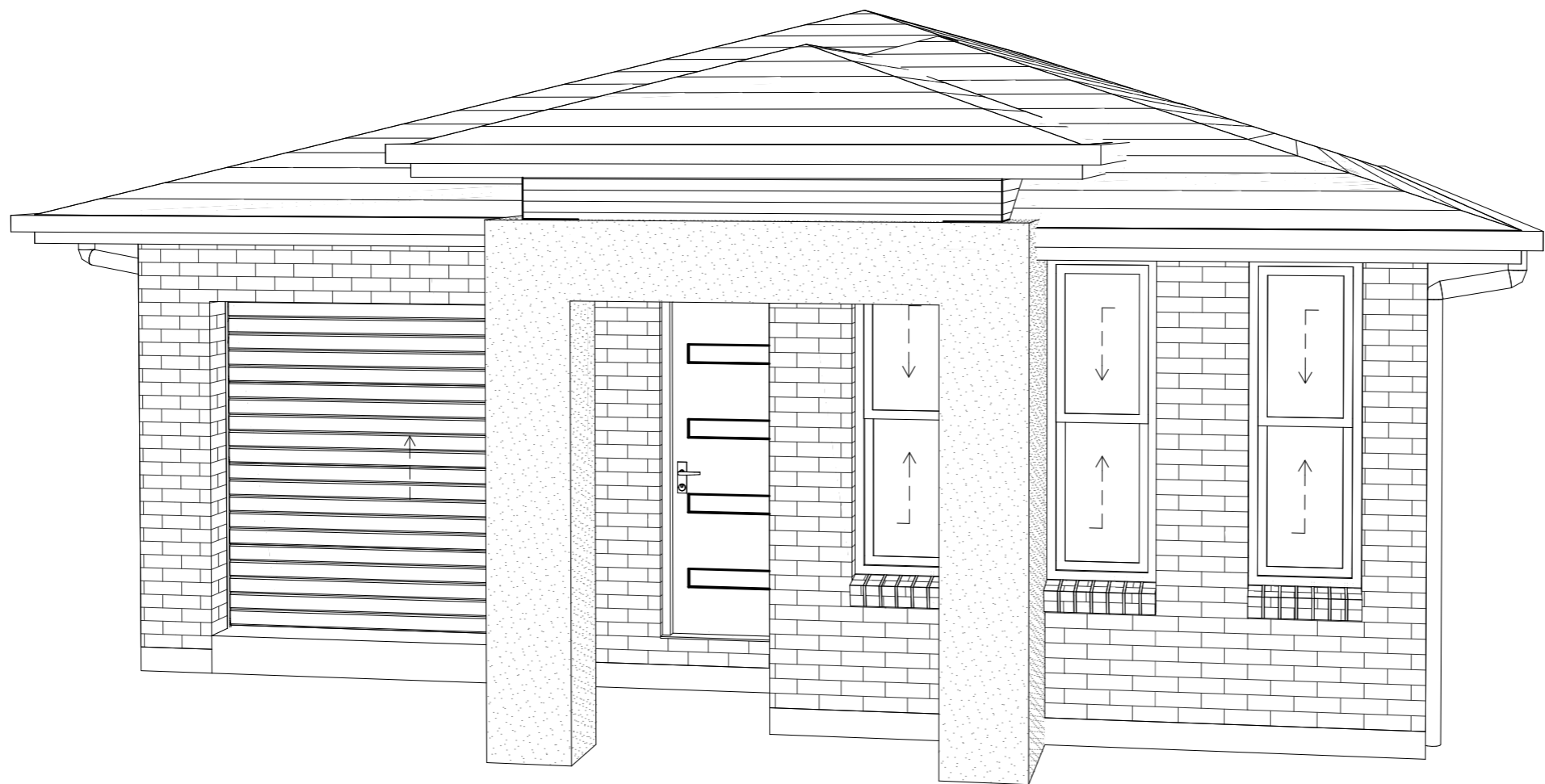
Owner:

Date:

Builder:

Date:

24.5.17



NOTES:  
IMAGES ARE DIAGRAMATIC ONLY  
REFER TO ELEVATIONS FOR DETAILS

BuildCert Consultants Pty Ltd – ABC 8  
Accredited Certifier & Principal Certifying Authority

APPROVED

CERTIFICATE No.: CDC/701147      DATE: 21/07/2017

 BUILD**CERT**  
CONSULTANTS

Comms Pre-wired N2 Wind Category



Address: P.O. BOX 600  
PARADISE POINT, 4216  
www.gdevelopments.com.au

ACN: 116332220  
ABN: 77116332220  
QBSA: 1086689

"Building a Shared Vision"

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GENERAL NOTES:  
Drawings are to be read in conjunction with the relevant client-builder contract. Contract is to take precedence over drawings including but not limited to: - finishes, inclusions, upgrades, exclusions, additional costs and works by the owner/builder. Incorrect inclusions or omissions or typographical errors are not to be used in the interpretation of any information in these drawings. Nor can they be used to claim any additional or alternate items or services as a result of such errors. The incorrect or omitted details shall be subject to subsequent correction by the building company and documentation re-issued.

DIMENSIONS TO BE READ IN PREFERENCE TO SCALING

Rev	Date	Amendments	By
D	12/04/2017	Construction Drawings	KM
C	07/03/2017	Pre-Construction Drawings Complete Set	KM
C	10/02/2017	Amendments as per PCV/4	EAV
B	28/11/2016	Amendments as per PCV/3	EAV
A	27/09/2016	Pre-Construction Drawings	EAV

Client:  
Jayde Louise Kieselbach

Product:  
**Geraldton 160 Narrow Coastal Facade Garage to Left**

Site Address:  
**Lot 4318**  
**7, Summer Street**  
**East Village Estate**  
**Spring Farm, NSW, 2570**  
**DP: 1194062**  
**LGA: Camden Council**

17	BASIX Commitments
16	BASIX Commitments
15	BASIX Commitments
14	Landscape Plan
13	Tiedown Details
12	Tiedown Details
11	Bracing Plan
10	Section & Details
9	Waste Layout
8	Slab Plan
7	Electrical Plan
6	Internal Elevations
5	Elevations 2
4	Elevations
3	Floor Plan
2	Site Plan
1	Cover sheet
SHEET	DESCRIPTION

Cover sheet

Plot Date:  
21/4/17

Scale:  
1:200

Sheet:  
**1**

Drawn:  
MAD Homes

Checked:  
M.P.

Job No:  
**N404606**

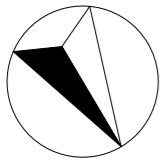
Rev:  
**D**

Checked Date:  
19/10/16

MAD Ref: MAD-2016115

Dated:

Construction Set - REV D - 21/4/17 / CDC



BuildCert Consultants Pty Ltd – ABC 8  
Accredited Certifier & Principal Certifying Authority

**APPROVED**

CERTIFICATE No.: CDC/701147

DATE: 21/07/2017



**<< NORTH POINT WARNING >>**

The North point shown relates to the subject survey plan.  
The user should ensure this is suitable for their purpose

**External Concrete Inclusions**

15.03m<sup>2</sup> - Plain conc. crossover driveway  
(4.0m wide at boundary), laundry pad & clothesline pad.  
19.97m<sup>2</sup> - Coloured conc. double driveway, porch  
& path to front door.

As constructed drawings required to determine final  
location of services

(SWR HC)

Approx. Position of sewer 'house connection'. Plumber to  
confirm on site prior to commencement of excavation

Natural gas available on site.

Best practice procedures for erosion & sediment control  
as outlined by Camden Council regulations to be adhered  
to



Existing tree to be removed



Trees within the zone of influence to be  
retained.  
Suitable precautions should be taken  
such as additional piling

**Fence Legend**

1800 high colorbond fence

Approx. Total length of fence = **55.3m**

1800 high timber pailing fence

Approx. Total length of fence = **1.2m + Gate**

Approx. Length of fence **FENCE XX.Xm**

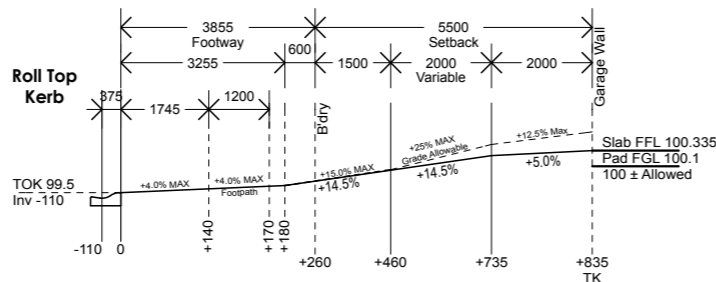
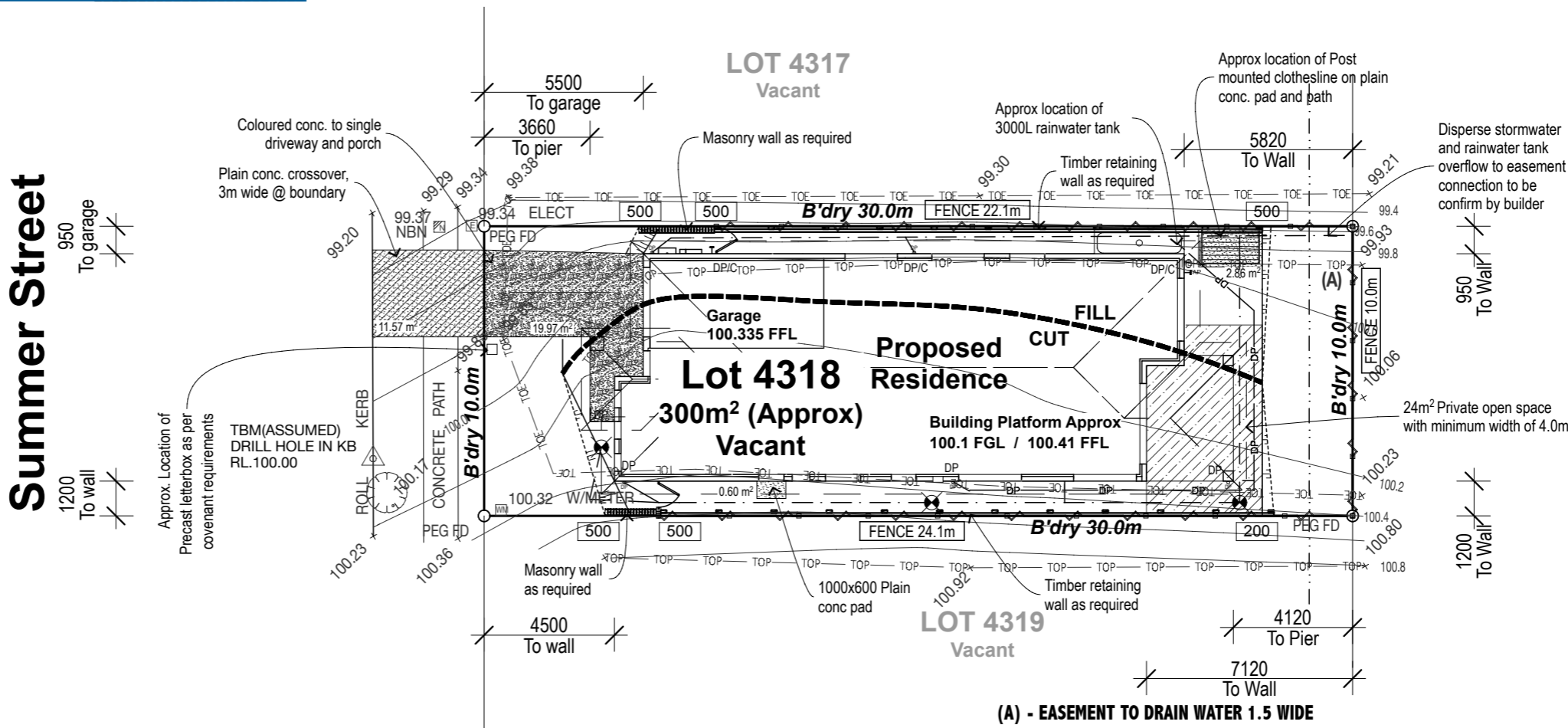
**RETAINING WALL LEGEND**

Timber retaining wall

Masonry Block  
Retaining walls

Approx. Height of retaining walls (mm) **XXXX**

**Summer Street**



**Camden Council  
Proposed driveway profile**  
Scale 1:150

Note:  
Refer to "New Access Driveway Approval"

Site Coverage: 49.7%	Site Area: 300m <sup>2</sup>	<b>SITWORKS</b>
<b>Siteworks / Notes</b>	Cut Batter: 1:3 / Fill Batter: 1:3	Cut:- 500mm Fill:- 500mm Pad R.L:- 100.1m Main Slab R.L:- 100.41m Garage Slab R.L:- 100.335m
<b>NO HEAVY COMPACTION OVER SERVICES</b>	- Subject to full covenant approval prior to lodgement. - Subject to local government authority energy efficiency & water requirements. - G Developments Pty Ltd takes no responsibility for damage to existing access way, retaining walls or fences. - Builder takes no responsibility for damage to existing access way, retaining walls or fences.	<b>Critical AHD Pad Level</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> Building platform height shown is approx. Only & may vary on site due to site conditions.
<b>Yard Gully</b>  Location of yard gullies are indicative only and may be moved at the discretion of the builder on site to suit site conditions		

**Comms Pre-wired N2 Wind Category**



Address: P.O. BOX 600  
PARADISE POINT, 4216  
www.gdevelopments.com.au

ACN: 116332220  
ABN: 77116332220  
QBSA: 1086689

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C	07/03/2017	Pre-Construction Drawings Complete Set	KM
C	10/02/2017	Amendments as per PCV/4	EAV
B	28/11/2016	Amendments as per PCV/3	EAV
A	27/09/2016	Pre-Construction Drawings	EAV

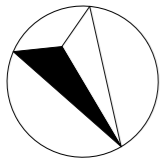
Client:  
Jayde Louise Kieselbach

Product:  
**Geraldton 160 Narrow  
Coastal Facade  
Garage to Left**

Site Address:  
**Lot 4318  
7, Summer Street  
East Village Estate  
Spring Farm, NSW, 2570**  
DP: 1194062  
LGA: Camden Council

Site Plan			
Plot Date: 21/4/17	Drawn: MAD Homes	Rev: <b>D</b>	
Scale: 1:200	Checked: M.P.	Checked Date: 19/10/16	MAD Ref: MAD-2016115
Sheet: <b>2</b>	Job No: <b>N404606</b>		

Dated: **Construction Set - REV D - 21/4/17 / CDC**



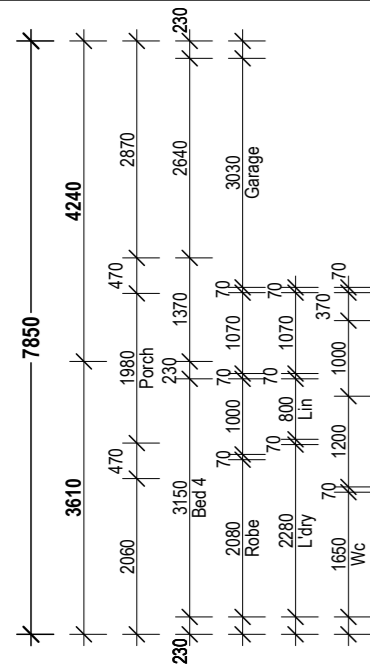
Note: 450mm Eave U.N.O.

Note: Fly screens to all windows & sliding glass door

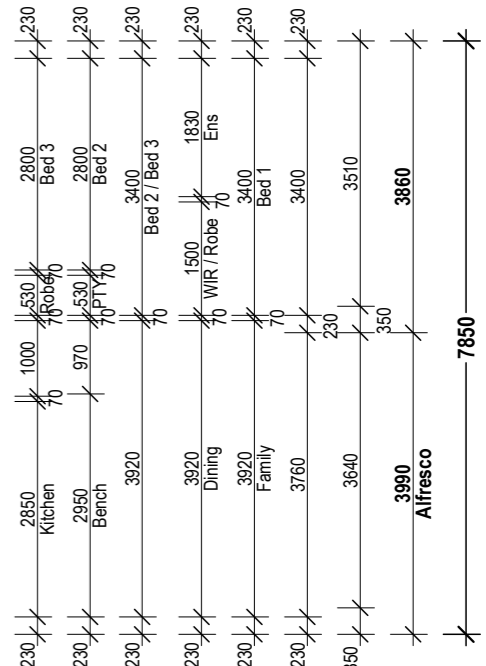
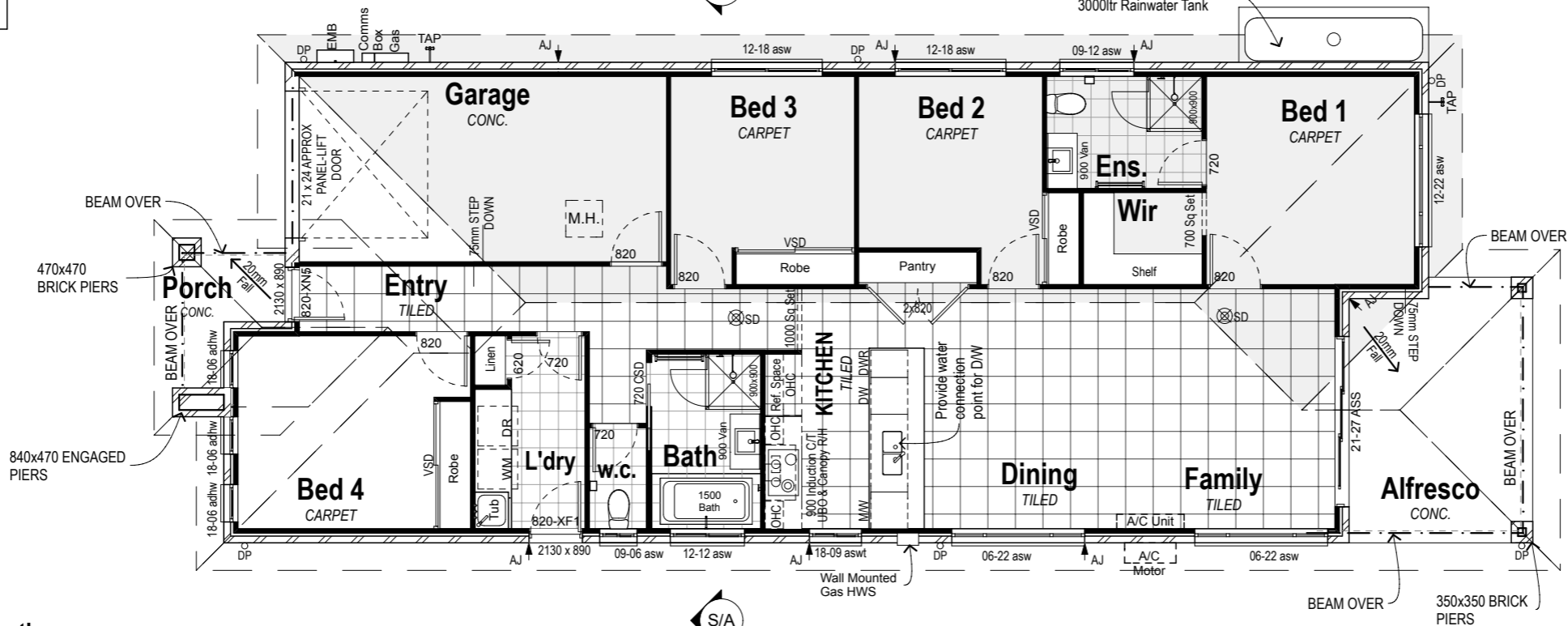
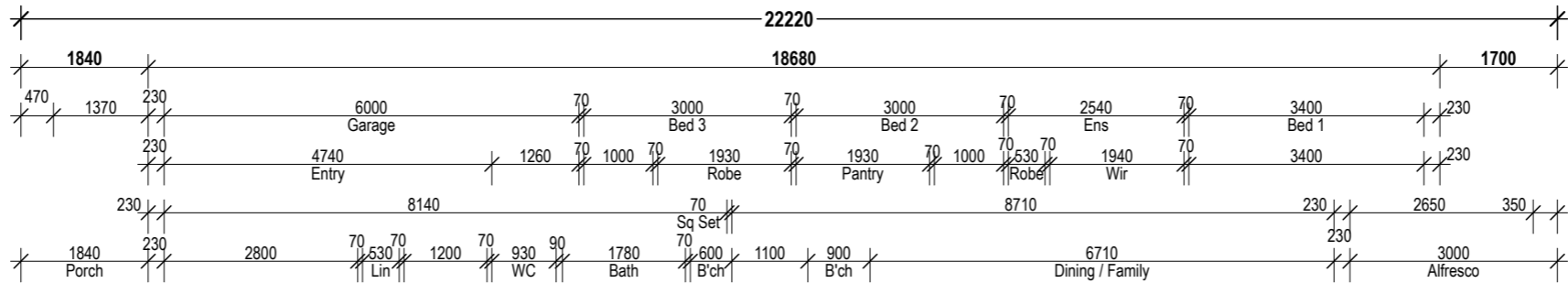
Entry door note:  
Entry door style shown is indicative only.  
Refer to the contract for further details

Provide full ht. Masonry articulation at 5.0m max. Ctrs as per engineers details

Note:  
Shaded area denotes roof area diverted to rainwater tank. 80m<sup>2</sup>



Elevations



## Comms Pre-wired N2 Wind Category



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Client:  
Jayde Louise Kieselbach

Product:  
**Geraldton 160 Narrow Coastal Facade Garage to Left**

Site Address:  
**Lot 4318**  
**7, Summer Street**  
**East Village Estate**  
**Spring Farm, NSW, 2570**  
DP: 1194062  
LGA: Camden Council

## Floor Plan

Plot Date: 21/4/17	Drawn: MAD Homes	Rev: <b>D</b>
Scale: 1:100	Checked: M.P.	Checked Date: 19/10/16
Sheet: <b>3</b>	Job No: <b>N404606</b>	MAD Ref: MAD-2016115

Dated:

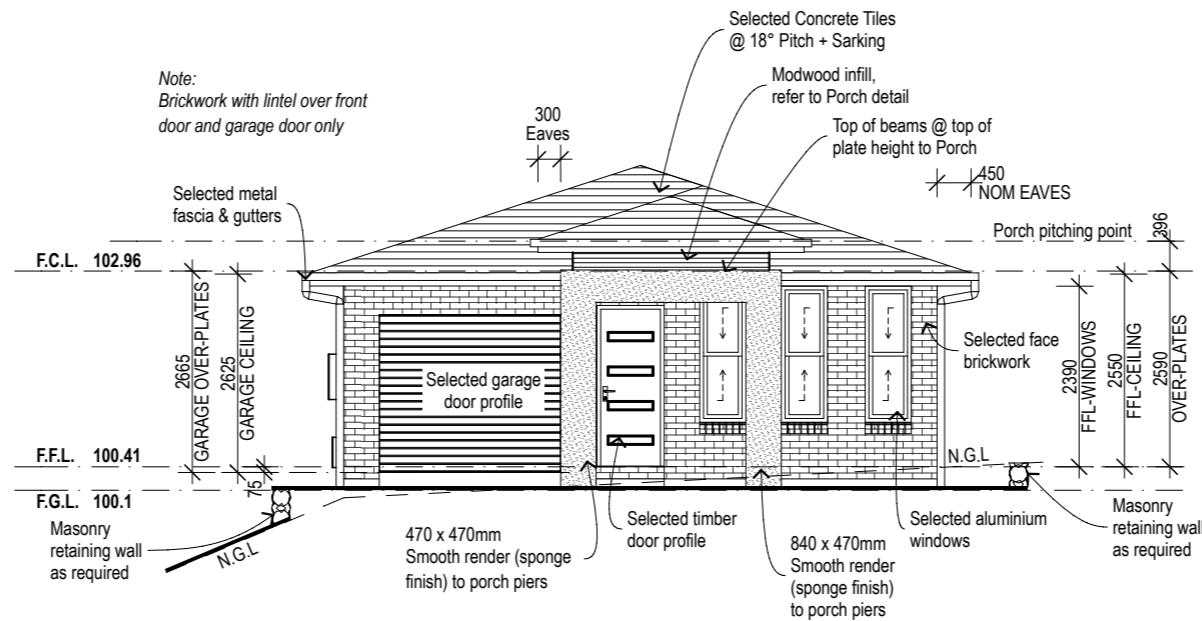
Construction Set - REV D - 21/4/17 / CDC

Note: 450mm Eave U.N.O.

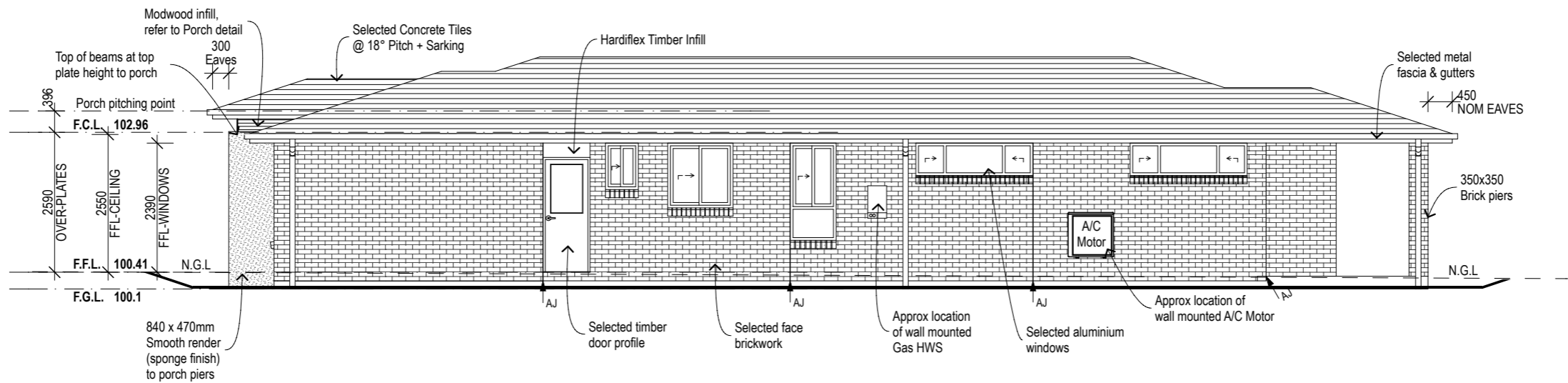
Note: Fly screens to all windows & sliding glass door

Entry door note:  
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Refer to the contract for further details

Provide full ht. Masonry articulation at 5.0m max. Ctrs as per engineers details



Elevation 01



Elevation 02

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**APPROVED**

CERTIFICATE No.: CDC/701147      DATE: 21/07/2017

**BUILDCERT**  
CONSULTANTS

Dated:

Construction Set - REV D - 21/4/17 / CDC

Comms Pre-wired N2 Wind Category

**G DEVELOPMENTS**

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PARADISE POINT, 4216  
www.gdevelopments.com.au

ACN: 116332220  
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QBSA: 1086689

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Client:  
Jayde Louise Kieselbach

Product:  
**Geraldton 160 Narrow Coastal Facade Garage to Left**

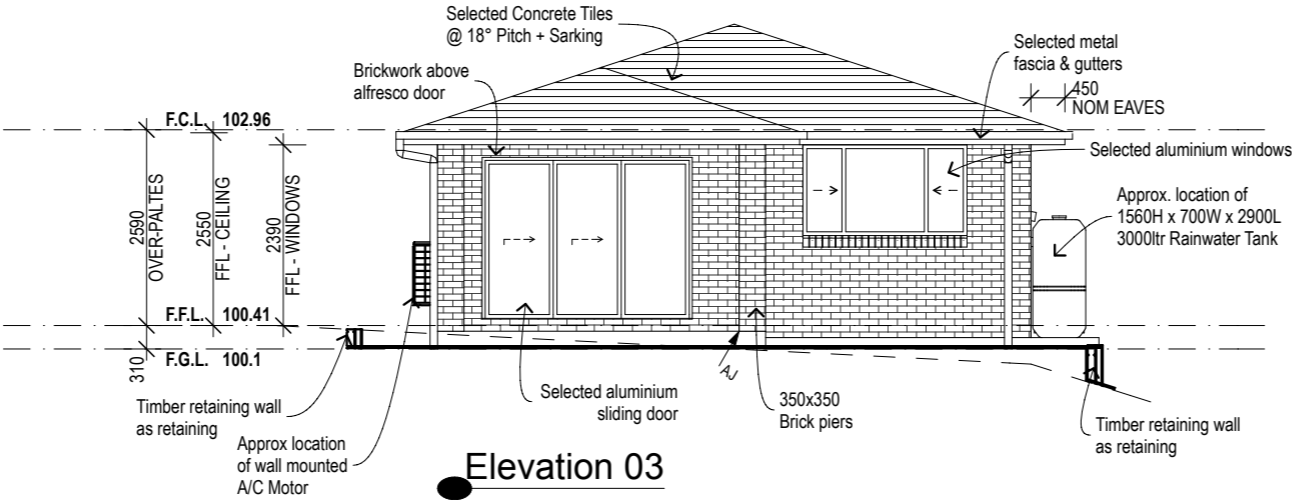
Site Address:  
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Spring Farm, NSW, 2570  
DP: 1194062  
LGA: Camden Council

Elevations			
Plot Date: 21/4/17	Drawn: MAD Homes	Rev: <b>D</b>	
Scale: 1:100	Checked: M.P.	Checked Date: 19/10/16	MAD Ref: MAD-2016115
Sheet: <b>4</b>	Job No: <b>N404606</b>		

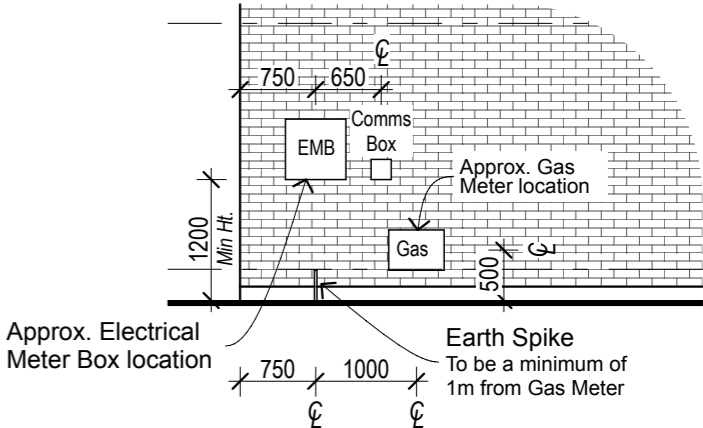
Note: 450mm Eave U.N.O.

Note: Fly screens to all windows & sliding glass door

Provide full ht. Masonry articulation at 5.0m max. Ctrs as per engineers details



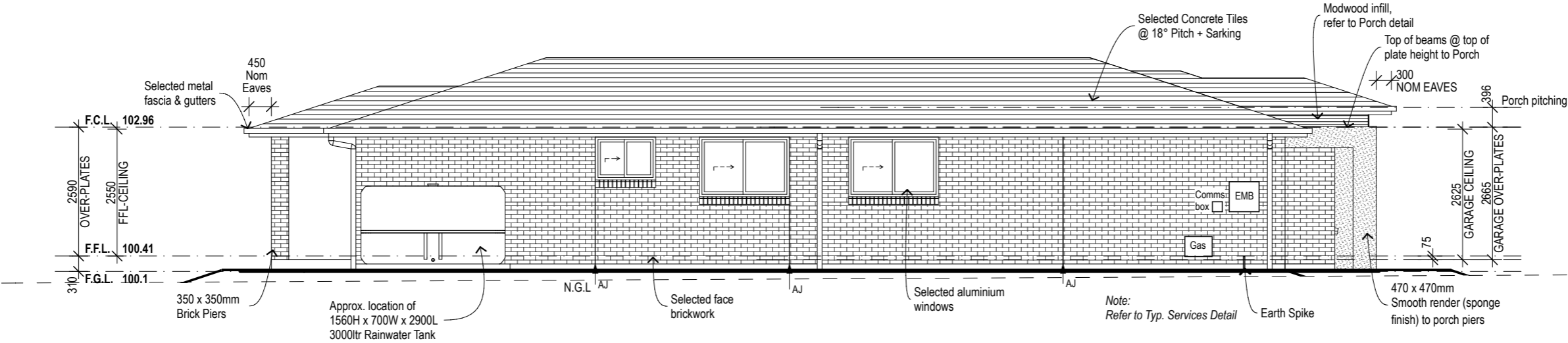
Elevation 03



TYP. SERVICES DETAIL

NTS

Dated:



Elevation 04

Comms Pre-wired N2 Wind Category

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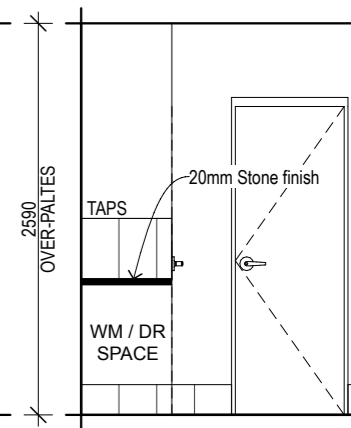
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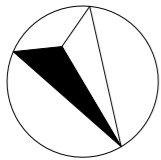
Client:  
Jayde Louise Kieselbach

Product:  
**Geraldton 160 Narrow Coastal Facade Garage to Left**

Site Address:  
Lot 4318  
7, Summer Street  
East Village Estate  
Spring Farm, NSW, 2570  
DP: 1194062  
LGA: Camden Council

Elevations 2			
Plot Date: 21/4/17	Drawn: MAD Homes	Rev: <b>D</b>	
Scale: 1:100	Checked: M.P.	Checked Date: 19/10/16	
Sheet: <b>5</b>	Job No: <b>N404606</b>	MAD Ref: MAD-2016115	





ELECTRICAL LEGEND		
Type	Description	Qty
	Ceiling Fan & Light	4
	DPP (GPO)	17
	DPP (Waterproof)	1
	Data Point	1
	Exhaust Fan	2
	Gas Point	1
	Light Bayonet	18
	Paraflood Light	2
	SPP (GPO)	7
	SPP (Waterproof)	2
	Single Fluro	1
	Smoke Detector	2
	TV Point	3
	Wall Light	2

Position of Electrical Points Subject to Construction Constraints

- Light Switches @ 1350mm Above FL

- Wall Mounted Lights @ 2000 Above FL

- Power Outlets @ 300mm Above FL

(Except for the following)

750 - Island Bench

1000 - Kitchen Bench

600 - Microwave U/Bench (MW)

600 - Dishwasher (DW)

1500 - Washing Machine (WM)

1800 - Rangehood (RH)

1800 - Refrigerator (Ref)

1000 - Laundry Bench

1000 - Vanities

Smoke Detectors

Approx. Position - installed as per BCA 3.7.2 & comply with A.S.3786

Exhaust fans

To comply with A.S.1668.2. Installed as per BCA 3.8.5

Comms Box Connection Includes:

\* Lead in Conduit (Premises Connection Device)

\* Lead in Cabling (Network Terminal Device)

\* Wiring Cabinet (Power Supply Unit)

\* SPP GPO Near Wiring Cabinet

All Above Items to Fibre Network Suppliers Specification

Fibre Network Supplier to Provide:

\*Connection from Street to Dwelling

\*Network Terminal Device

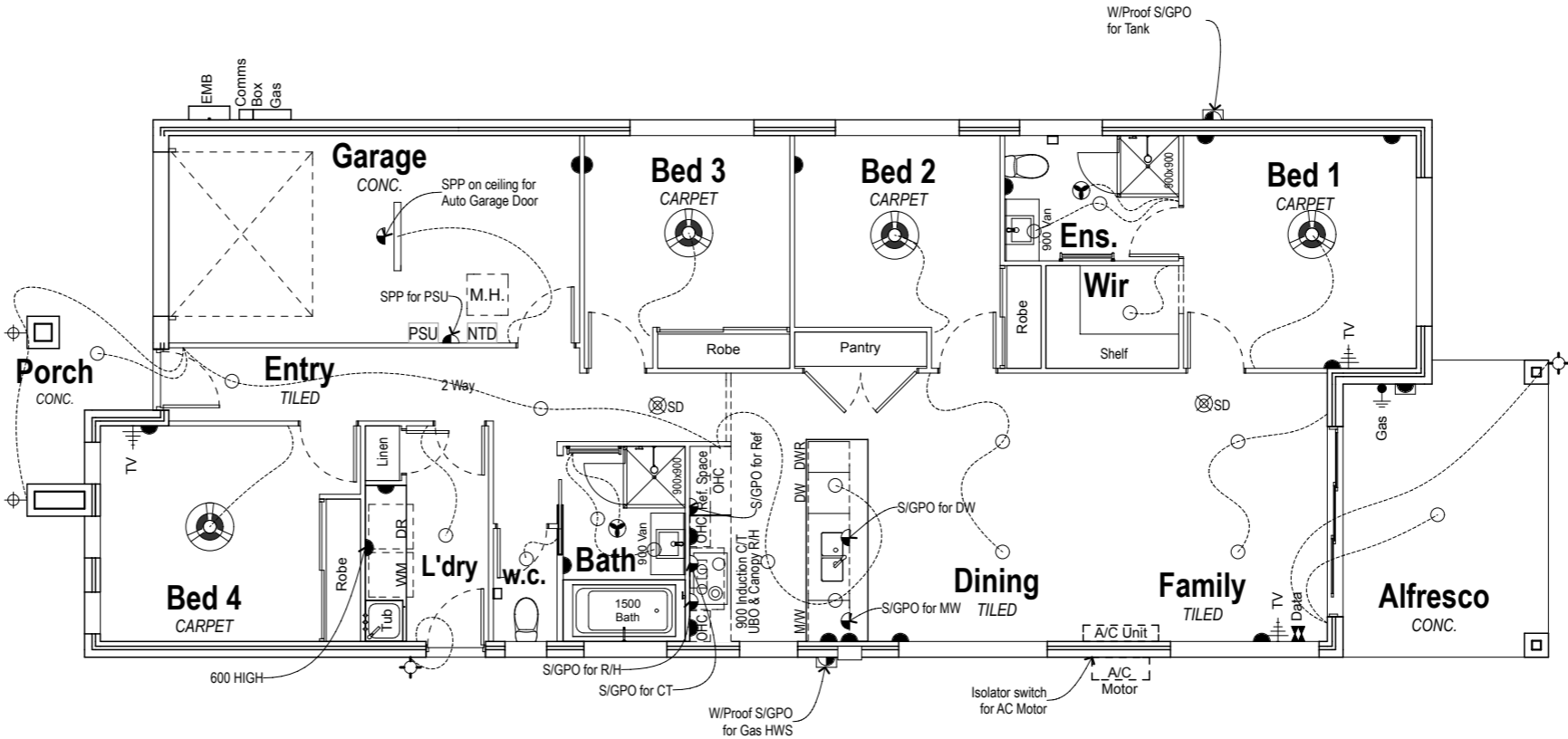
\* PSU (Battery Back-Up by Home Owner)

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APPROVED

CERTIFICATE No.: CDC/701147      DATE: 21/07/2017



Comms Pre-wired

N2 Wind Category

Address: P.O. BOX 600  
PARADISE POINT, 4216

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A	27/09/2016	Pre-Construction Drawings	EAV

Client:  
Jayde Louise Kieselbach

Product:  
Geraldton 160 Narrow  
Coastal Facade  
Garage to Left

Site Address:  
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7, Summer Street  
East Village Estate  
Spring Farm, NSW, 2570  
DP: 1194062  
LGA: Camden Council

Electrical Plan

Plot Date:  
21/4/17

Scale:  
1:100

Sheet:  
7

Drawn:  
MAD Homes

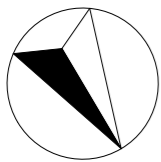
Checked:  
M.P.

Job No:  
N404606

Rev:  
D

Checked Date:  
19/10/16

MAD Ref: MAD-2016115



NOTE:  
REFER TO ENGINEERS DESIGN  
FOR FOOTING & SLAB DETAILS

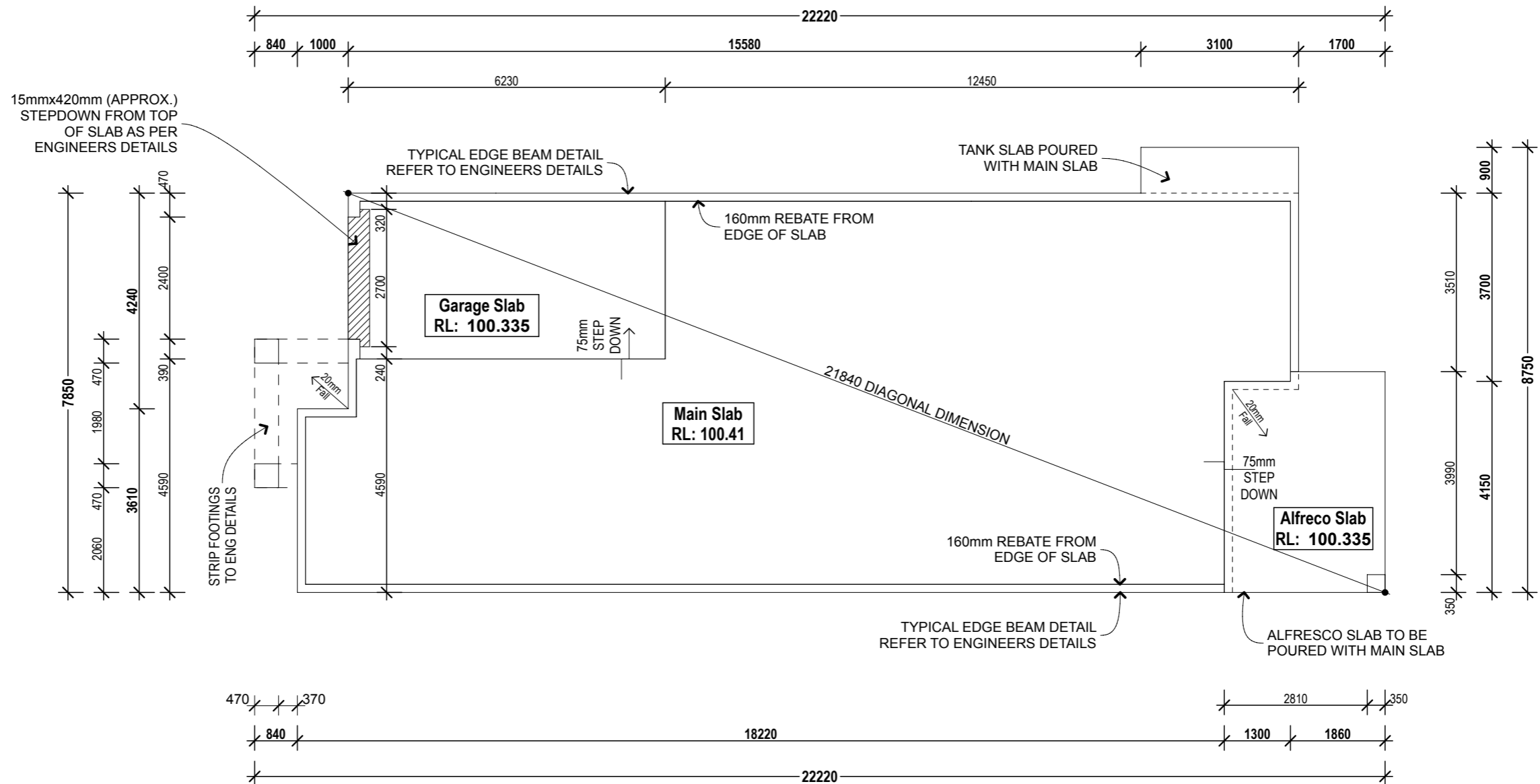
NOTE:  
PROVIDE TERMITE BARRIER AS  
PER A.S. 3660.1-2000

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**APPROVED**

CERTIFICATE No.: CDC/701147

DATE: 21/07/2017



Garage opening detail  
Scale 1:50

Comms Pre-wired N2 Wind Category



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Client:  
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Product:  
**Geraldton 160 Narrow  
Coastal Facade  
Garage to Left**

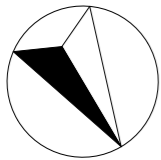
Site Address:  
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DP: 1194062  
LGA: Camden Council

**Slab Plan**

Plot Date: 21/4/17	Drawn: MAD Homes	Rev: <b>D</b>
Scale: 1:100	Checked: M.P.	Checked Date: 19/10/16
Sheet: <b>8</b>	Job No: <b>N404606</b>	MAD Ref: MAD-2016115

Dated:

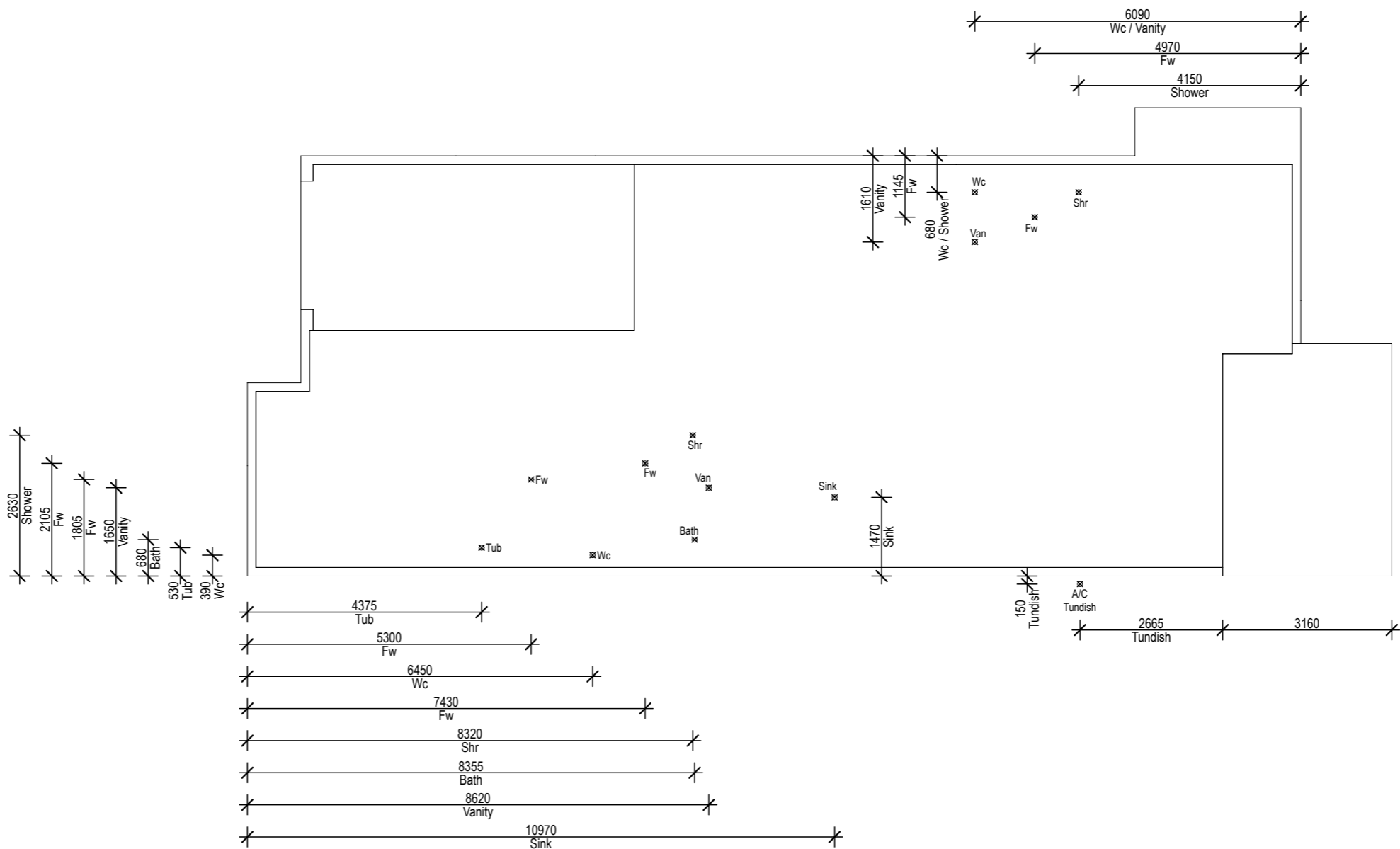
Construction Set - REV D - 21/4/17 / CDC



NOTE:  
REFER TO ENGINEERS DESIGN  
FOR FOOTING & SLAB DETAILS

NOTE:  
PROVIDE TERMITE BARRIER AS  
PER A.S. 3660.1-2000

NOTE:  
LOCATION OF DRAINAGE POINTS  
ARE APPROX ONLY. FINAL  
POSITION TO BE MEASURED AND  
CONFIRMED ON SITE.



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APPROVED

CERTIFICATE No.: CDC/701147      DATE: 21/07/2017

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CONSULTANTS

Comms Pre-wired N2 Wind Category

Address: P.O. BOX 600  
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Client:  
Jayde Louise Kieselbach

Product:  
**Geraldton 160 Narrow Coastal Facade Garage to Left**

Site Address:  
**Lot 4318**  
**7, Summer Street**  
**East Village Estate**  
**Spring Farm, NSW, 2570**  
DP: 1194062  
LGA: Camden Council

Waste Layout

Plot Date:  
21/4/17

Scale:  
1:100

Sheet:  
**9**

Drawn:  
MAD Homes

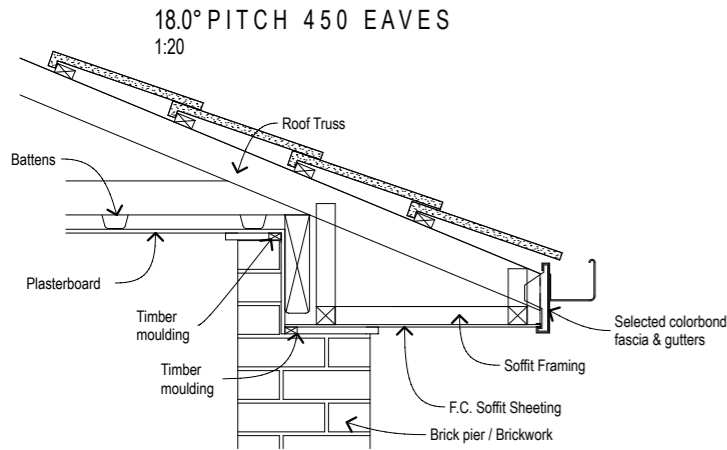
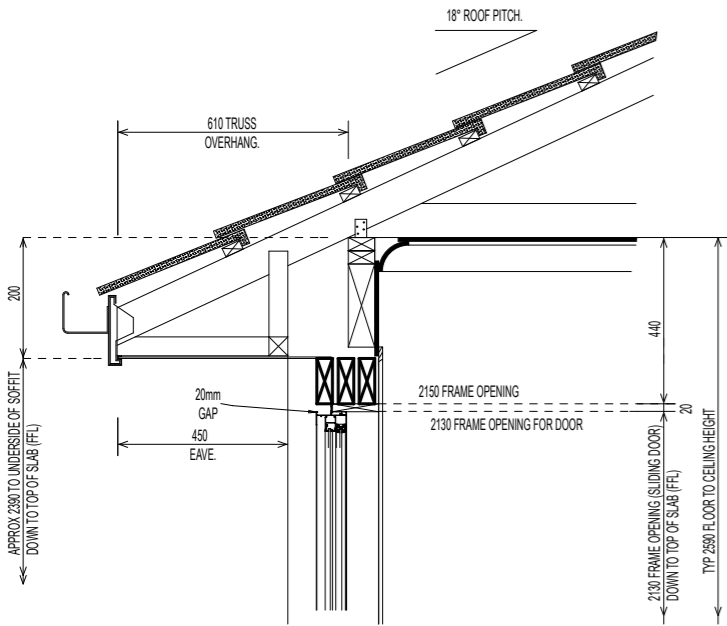
Checked:  
M.P.

Job No:  
**N404606**

Rev:  
**D**

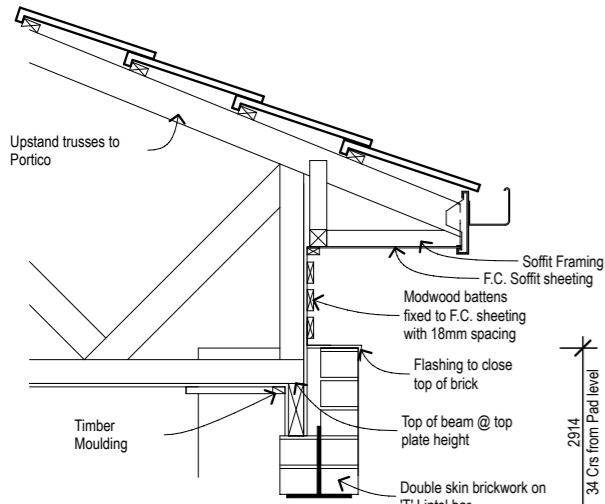
Checked Date:  
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MAD Ref: MAD-2016115



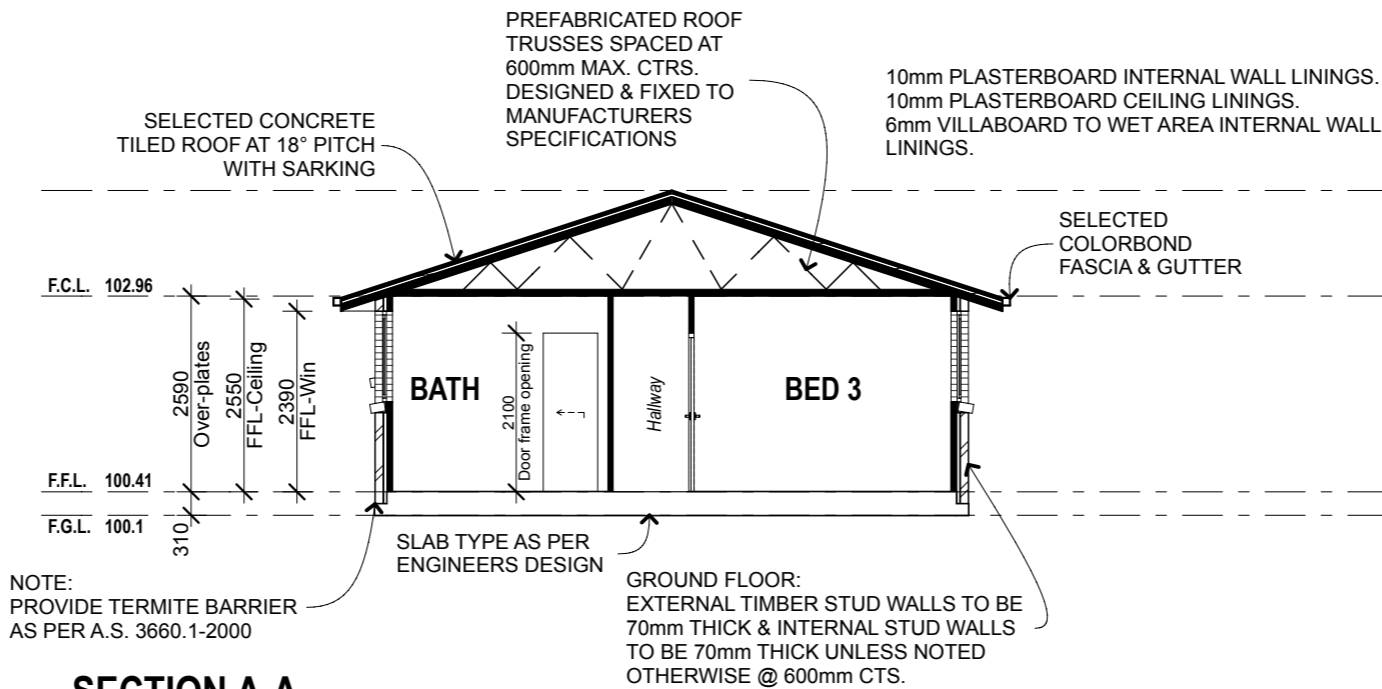
### Alfresco Bulkhead Detail

SCALE 1:20



### PORCH DETAIL

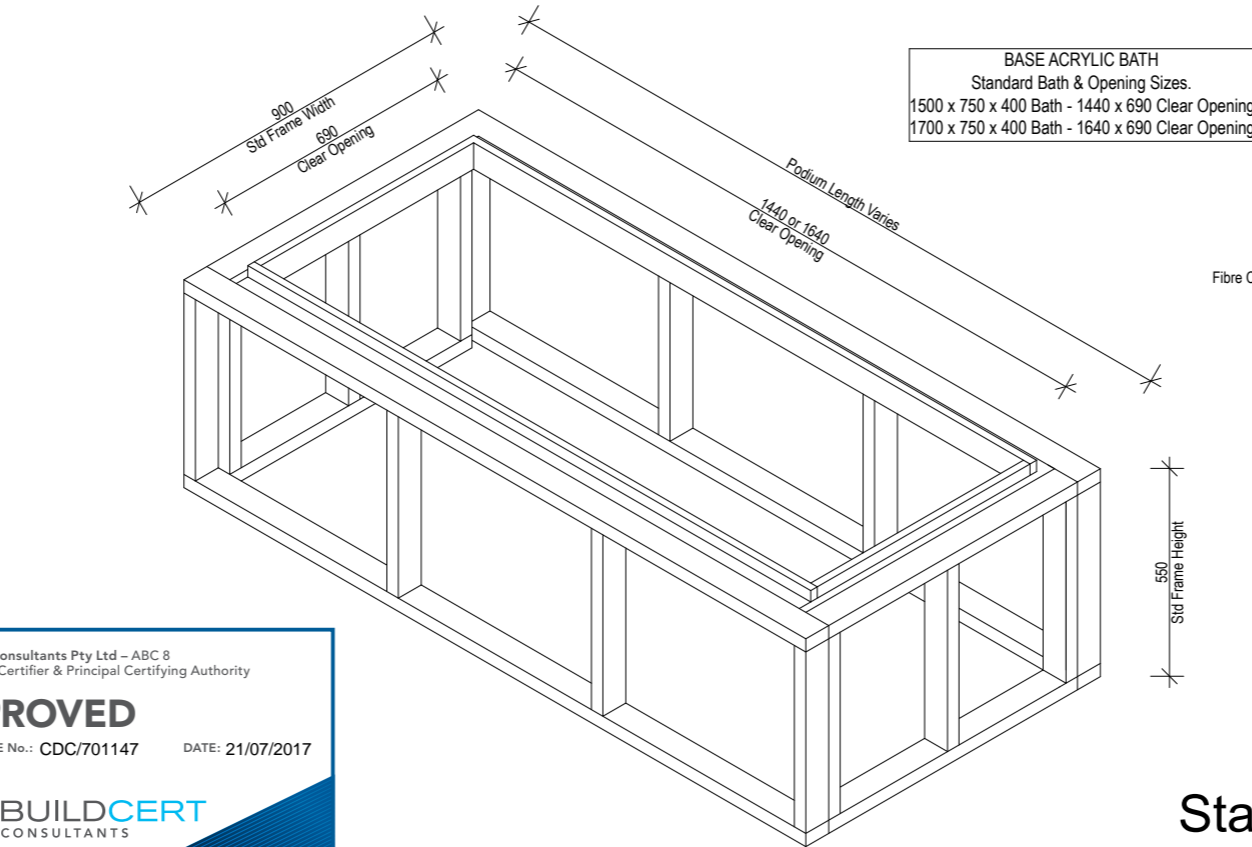
SCALE 1:20



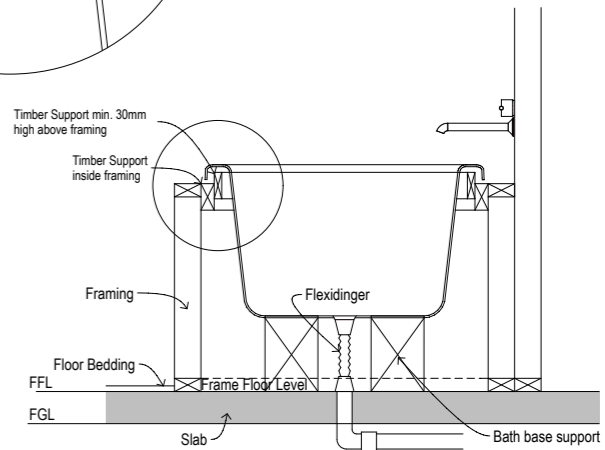
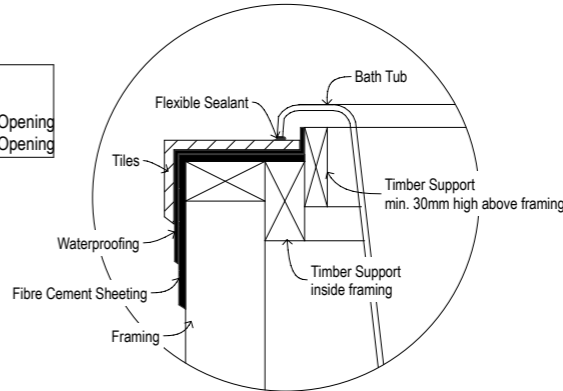
### SECTION A-A

REFER TO SOIL REPORT - 22796-GDE  
SITE CLASSIFICATION 'M'  
SOIL CLASSIFICATION 'M'

NOTE: REFER TO ENGINEERS FOOTING DESIGN



BASE ACRYLIC BATH  
Standard Bath & Opening Sizes.  
1500 x 750 x 400 Bath - 1440 x 690 Clear Opening  
1700 x 750 x 400 Bath - 1640 x 690 Clear Opening



### Standard Bath Podium Frame Detail

SCALE 1:20

Table 3.5.2.4 ACCEPTABLE OVERFLOW MEASURES		
Table a. Acceptable continuous overflow measure		
Description	Overflow Capacity (L/s/m)	Construction
<b>Controlled back gap with-</b>	<b>1.5</b>	
(a) a permanent minimum 10 mm spacer installed between the gutter back and the fascia; and		
(b) one spacer per bracket, with the spacer not more than 50 mm wide; and		
(c) the back of the gutter installed a minimum of 10 mm below the top of the fascia.		

### GUTTER AND DOWNPIPES TO COMPLY WITH NCC 2016 PART 3.5.2

RAINFALL DURATION INTENSITIES (TABLE 3.5.2.1)		OVERFLOW VOLUME FOR CONTINUOUS MEASURE (L/s/m) (TABLE 3.5.2.3a)	
5 MINUTE DURATION RAINFALL INTENSITIES (100 YEARS)		DESIGN 5 MINUTE DURATION RAINFALL INTENSITIES (100 YEARS)	
LOCALITY	(mm/h)	DESIGN (mm/h)	RIDGE TO GUTTER LENGTH (MAXIMUM DEFAULT) (M)
SYDNEY	262	314	16.0
CAMPBELLTOWN	222	222	
WINDSOR	233	256	
			OVERFLOW VOLUME FOR CONTINUOUS MEASURE (L/s/m)
			1.4 L/s/m required
			1.5 L/s/m provided (REFER TO TABLE 3.5.2.4)

### Comms Pre-wired N2 Wind Category

**G DEVELOPMENTS**

Address: P.O. BOX 600  
PARADISE POINT, 4216  
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ACN: 116332220  
ABN: 77116332220  
QBSA: 1086689

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C	10/02/2017	Amendments as per PCV/4	EAV
B	28/11/2016	Amendments as per PCV/3	EAV
A	27/09/2016	Pre-Construction Drawings	EAV

Client:  
Jayde Louise Kieselbach

Product:  
**Geraldton 160 Narrow Coastal Facade Garage to Left**

Site Address:  
Lot 4318  
7, Summer Street  
East Village Estate  
Spring Farm, NSW, 2570  
DP: 1194062  
LGA: Camden Council

Section & Details			
Plot Date: 21/4/17	Drawn: MAD Homes	Rev: <b>D</b>	
Scale: 1:100	Checked: M.P.	Checked Date: 19/10/16	MAD Ref: MAD-2016115
Sheet: <b>10</b>	Job No: <b>N404606</b>		

Dated:

Construction Set - REV D - 21/4/17 / CDC

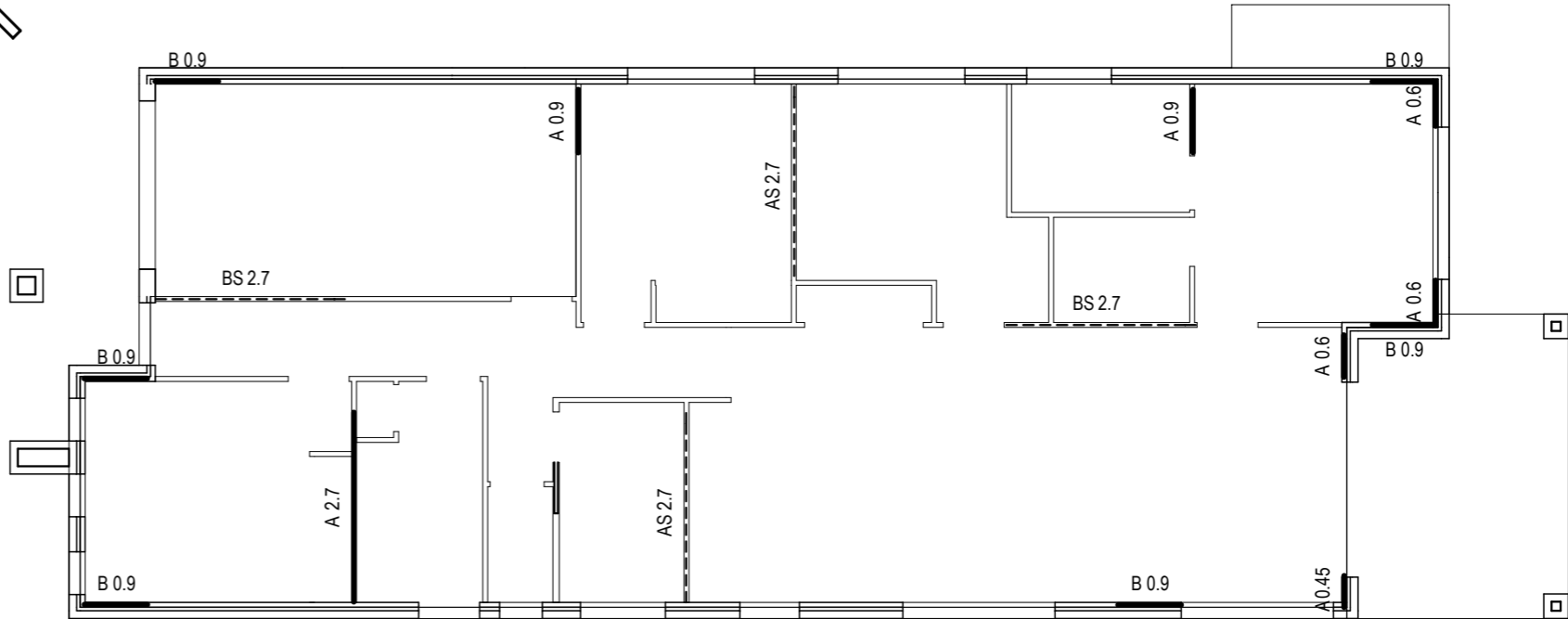
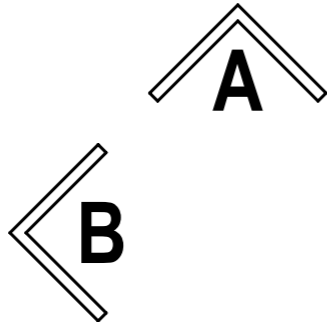
<b>BRACING SCHEDULE</b> - UPPER OR SINGLE STOREY - CONCRETE TILED ROOF - JOINT GROUP = JD4		<b>N2</b>			
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DIRECTION A		REQUIRED kN = 44.1kN				
CODE	TYPE	LENGTH	VALUE	No.	TOTAL kN	
A	STRUCTURAL PLY BRACE @ 6.0 kN/m	450mm	2.7kN	1	2.7	
A	STRUCTURAL PLY BRACE @ 6.0 kN/m	500mm	3.0kN			
A	STRUCTURAL PLY BRACE @ 6.0 kN/m	600mm	3.6kN	3	10.8	
A	STRUCTURAL PLY BRACE @ 6.0 kN/m	900mm	5.4kN	2	10.8	
A	STRUCTURAL PLY BRACE @ 6.0 kN/m	2700mm	16.2kN	1	16.2	
AS	STEEL ANGLE BRACE @ 1.5 kN/m	1800mm	2.7kN			
AS	STEEL ANGLE BRACE @ 1.5 kN/m	2400mm	3.6kN			
AS	STEEL ANGLE BRACE @ 1.5 kN/m	2700mm	4.0kN	3	12.0	
C	BRACING BRICK PIER @ 1.5 kN (both directions)		1.5kN			

RESISTANCE PROVIDED kN = 52.5kN

DIRECTION B		REQUIRED kN = 16.0kN			
CODE	TYPE	LENGTH	VALUE	No.	TOTAL kN
B	STRUCTURAL PLY BRACE @ 6.0 kN/m	450mm	2.7kN		
B	STRUCTURAL PLY BRACE @ 6.0 kN/m	500mm	3.0kN		
B	STRUCTURAL PLY BRACE @ 6.0 kN/m	600mm	3.6kN		
B	STRUCTURAL PLY BRACE @ 6.0 kN/m	900mm	5.4kN	6	32.4
B	STRUCTURAL PLY BRACE @ 6.0 kN/m	1800mm	10.8kN		
B	STRUCTURAL PLY BRACE @ 6.0 kN/m	2400mm	14.4kN		
B	STRUCTURAL PLY BRACE @ 6.0 kN/m	2700mm	16.2kN		
BS	STEEL ANGLE BRACE @ 1.5 kN/m	1800mm	2.7kN		
BS	STEEL ANGLE BRACE @ 1.5 kN/m	2400mm	3.6kN		
BS	STEEL ANGLE BRACE @ 1.5 kN/m	2700mm	4.0kN	2	8.0
C	BRACING BRICK PIER @ 1.5 kN (both directions)		1.5kN		
RESISTANCE PROVIDED kN = 40.4kN					

Notes:  
Plywood bracing walls less than 900mm long require M12 rods, top plate to bottom plate.  
Bracing walls sheeted both sides require M16 tie down rods at each end and intermediately @ 1200mm ctrs.  
Internal ply bracing walls should be with M12 ramset cynabolts at each end and @ max of 1200mm ctrs with 65mm penetration into the slab.  
External bracing wall should be fixed M12 chemsets.



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LGA: Camden Council

Bracing Plan			
Plot Date: 21/4/17	Drawn: MAD Homes	Rev: <b>D</b>	
Scale: 1:100	Checked: M.P.	Checked Date: 19/10/16	
Sheet: <b>11</b>	Job No: <b>N404606</b>	MAD Ref: MAD-2016115	

Dated:

Construction Set - REV D - 21/4/17 / CDC

SPECIFICATIONS:-

N.2 CONC. TILE ROOF SINGLE STORY

BY LAWS & CODES.

All construction shall be designed and built to comply with the Building Act 1975 and the Building Code of Australia 2010 edition & subsequent amendments to date & A.S 1684.2 2006 (residential timber framed construction)

MANUFACTURES SPECIFICATIONS.

Means a current specification approved by the Local Authority for use under the conditions applicable in this industry.

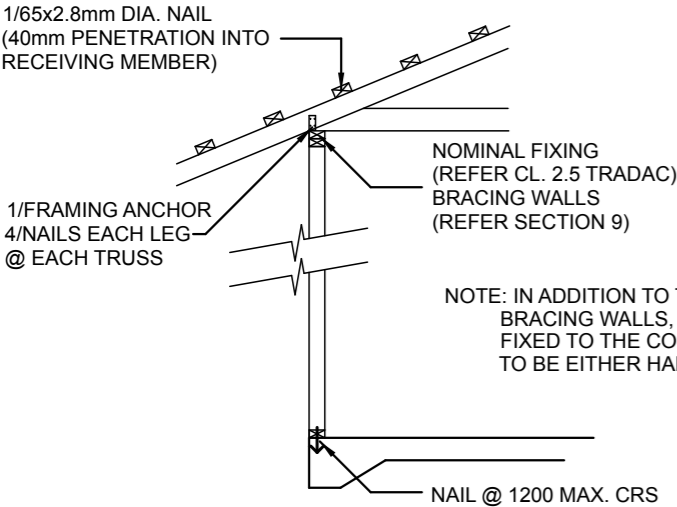
MATERIALS & COMPONENTS.

- 1. All Materials shall be new.
- 2. Timber sizes and details not shown shall comply with A.S 1684.2  
All timber, truss sizes and details shall be as per A.S 1684.2 (2006)
- 3. Concrete ftg. 20MPa., remainder 20 MPa.
- 4. STEEL: Shop primed (all fixing bolts shall be hot dipped galvanised).
- 5. ROOFING; Selected Conc tile roofing fixed in accordance with manufacturers specifications.
- 6. WALLS: Brick Veneer (wall ties @ 600 x 600) to comply with AS 3700 & Supp.1 SAA Masonary Code.  
Prefabricated wall frames - timber sizes shall comply with A.S 1684.2 (2006)
- 7. WALL LINING: Plaster Board generally to all walls and ceilings (10mm thick to walls - 10mm thick to ceiling) fixed in accordance with manufacturers specifications.  
6.0mm Villaboard to bathroom areas.
- 8. ALUMINIUM WINDOWS & DOORS: All windows and sliding glazed doors shall be powder coat finished (unless stated otherwise) fixed in strict accordance with manufacturers specifications - all sizes shown on plan.
- 9. DOORS: Entry doors and timber frame shall be as per specifications. Where WC doors do not open outwards from WC room enclosure, they shall be provided with externally removable hinges.
- 10. VENTILATION Internal WC enclosures shall be vented in accordance with Part F4.5 or F4.6 of the Building Code of Australia.
- 11. D.P.C.: Provide approved damp proof course between bottom plates and concrete/masonry to all external walls and to all internal wet areas
- 12. FLASHINGS: All windows and sliding doors flush with gable ends shall have 50mm galvabond window flashing above.
- 13 EXTERNAL CLADDING: Refer to Elevations for details

TIE DOWN FIXINGS

330mm Battens spacings/roof tile setout and 600mm truss/rafter spacings (U.N.O)

- 1. Roofing fixed to battens in accordance to manufacturers specifications.
- 2. Fixing of battens to rafters or trusses - by 1/65mm x 2.8 dia grooved nail (40mm penetration into receiving member) (or approved fasteners).
- 3. Fixing of rafters or trusses to top plate by 1 framing anchor with 3/2.8 dia. nails each leg.



TIMBER FRAMED TIE DOWN WALL

TIMBER SCHEDULE

REFER TO "FRAME & TRUSS SUPPLIER" SPECIFICATION/CERTIFICATION

NOTE: Unless stated otherwise on floor plan, seasoned timber sizes as per timber schedule below as per A.S 1684.2 (2006)

Bottom Plate	70 x 35 MGP 10
Top Plate	2/70 x 35 MPG 10 (roof span up to 8000) 2/70 x 35 MGP 12 (roof span up to 14000)
Nogging	70 x 35 MGP 10
Studs (loadbearing wall) @ 600 ctrs	70 x 35 MGP 10 - 2440mm High (roof span up to 14000) (All studs are not notched) 70 x 35 MGP 12 - 2740mm High (roof span over 14000) 70 x 35 MGP 12 - 2440mm High (roof span over 14000)

Studs (non-loadbearing bracing wall) @ 600 ctrs - 70 x 35 MPG 10 up to 3000  
- 70 x 35 MGP 12 up to 3600

Studs (side of openings)

Lintels - unless noted on floor plan, refer to "FRAME & TRUSS SUPPLIER" SPECIFICATION/CERTIFICATION

NOTE: Lintel/Roof beam sizes do not account for Girder trusses. Sizes may increase on site to cater for any extra loads or to the availability of timber sizes.  
Refer to table below or Duncans, Hynes or Tasbeam load tables.

Roof Battens 50 x 25 F14 unseasoned hardwood

ROOF SPAN		STUDS AT SIDE					
LINTELS	1400	1900	3600	4500	6600	NO. (MGP 10)	
900	120x35 MGP12	120x35 MGP12	120x35 MGP12	120x35 MGP12	120x35 MGP12	2	
1200	120x35 MGP12	120x35 MGP12	190x35 MGP10	190x35 MGP10	190x35 MGP10	2	
1500	120x35 MGP12	190x35 MGP10	190x35 MGP10	190x35 MGP10	190x35 MGP10	2	
1800	190x35 MGP10	190x35 MGP10	190x35 MGP10	240x35 MGP10	240x35 MGP10	2	
2100	190x35 MGP12	190x70 MGP10	240x36 LVL	240x36 LVL	240x36 LVL	3	
2400	190x70 MGP10	240x36 LVL	240x63 LVL	240x63 LVL	240x63 LVL	3	
2700	240x36 LVL	240x63 LVL	230x65 17C	230x65 17C	230x65 17C	3	
3000	240x45 LVL	240x63 LVL	230x65 17C	230x65 17C	260x65 17C	3	
3300	240x63 LVL	240x63 LVL	230x65 17C	230x65 17C	260x65 17C	3	
3600	300x45 LVL	300x63 LVL	260x65 17C	260x65 17C	270x65 18C	3	
3900	300x63 LVL	300x63 LVL	260x65 17C	295x65 17C	300x65 18C	3	
4200	300x63 LVL	230x65 17C	295x65 17C	295x65 17C	330x65 18C	4	
4500	230x65 17C	260x65 17C	295x65 17C	300x65 18C	360x65 18C	4	
4800	230x65 17C	260x65 17C	300x65 18C	330x65 18C	360x65 18C	4	
MGP = MACHINE GRADED PINE		JD4		(TRADAC)			
LVL = LAMINATED VENEER LUMBER		JD4		TILLING TIMBER			
17C = GLUE LAMINATED PINE BEAMSD2		JD1		HYNEBEAM			
18C = GLUE LAMINATED HWD BEAMSD2		JD1		HYNEBEAM			

NOMINAL FIXINGS FOR TIMBER MEMBERS

TIEDOWN SCHEDULE N2 TILE ROOF (UPLIFT LOAD WIDTH 7500)

MEMBERS	UPLIFT	METHOD	KN PROVIDED	DETAIL
ROOF BATTEN TO RAFTER	As per Manufacturers requirements			
TRUSSES TO TOP PLATE @ 600 CTRS	As per Manufacturers requirements			
PLATES TO STUDS (upper floor or single storey)	Nominal	2/75mm nails through plate into end grain of stud top and bottom.	0.17kn	
LINTELS < 3.0	Nominal	2/75mm nails through lintel into stud		
LINTELS < 6.0	Nominal	2/75mm nails through lintel into stud		
BOTTOM PLATE TO CONCRETE (single storey)	Nominal	1 masonry nail (hand driven or fired) at not more than 1200mm crs	1.0.kn	
BOTTOM PLATE (upper floor) TO TOP PLATE (lower floor)	As per Manufacturers requirements			
VERANDAH PLATE TO POST @ 3000 MAX CTRS (7500 U.L.W.)	Nominal	2/M10 cup head bolts	8.4kn	
PLATES TO STUDS (lower floor)	Nominal	2/75mm nails through plate into end grain of stud top and bottom.	0.17kn	
BOTTOM PLATE TO CONCRETE (lower floor)	Nominal	1 masonry nail (hand driven or fired) at not more than 1200mm crs	1.0.kn	

NOTE:- PREFABRICATED FRAME SUPPLIER IS TO SUPPLY SCHEDULE & CERTIFICATION FOR FRAMES SUPPLIED.  
DESIGNED IN ACCORDANCE WITH THE BUILDING CODE OF AUSTRALIA AND THE BUILDING ACT 1975.



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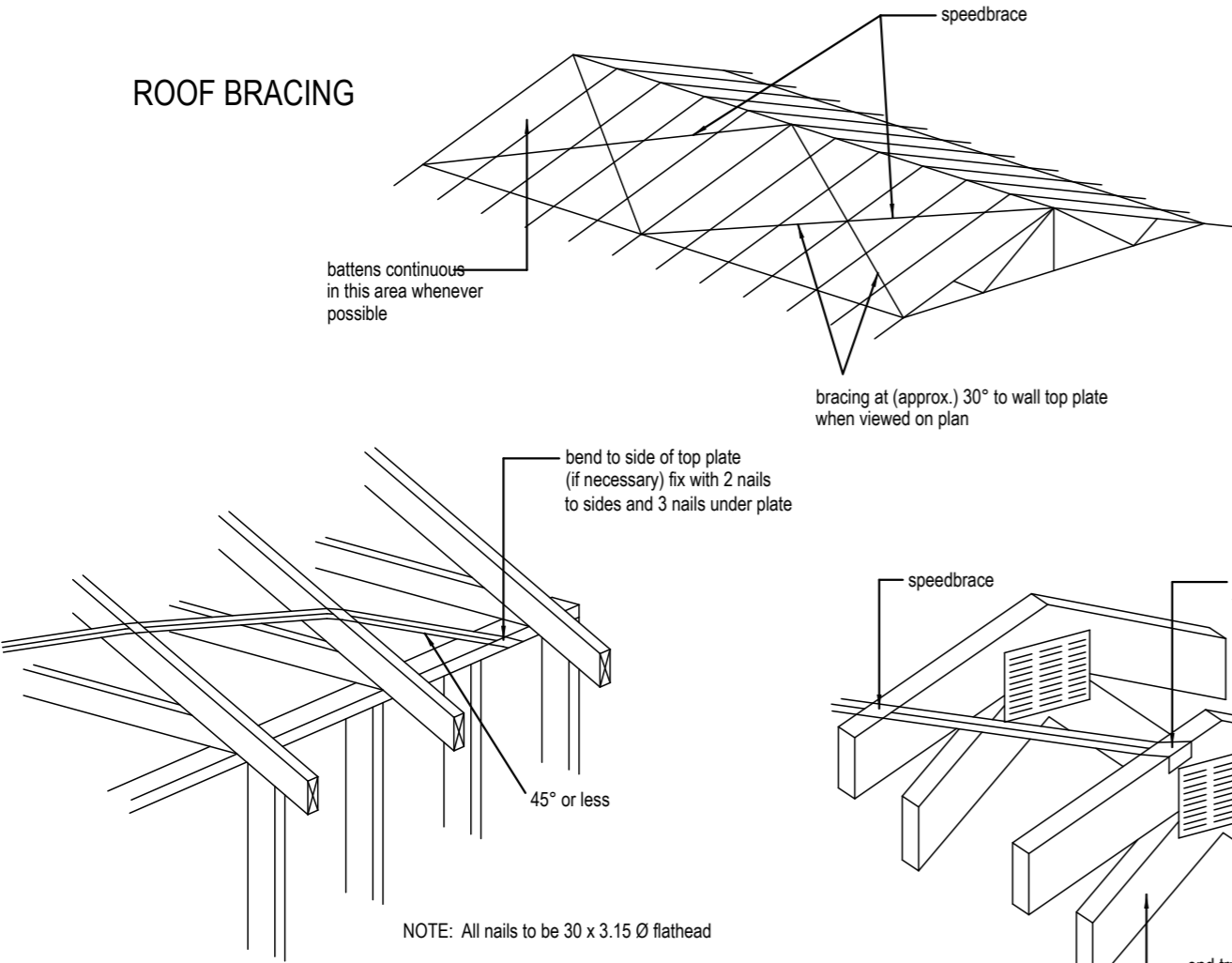
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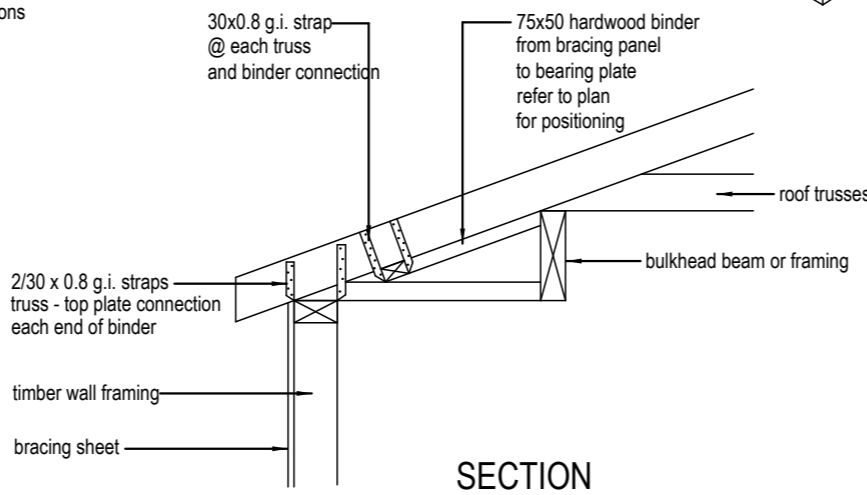
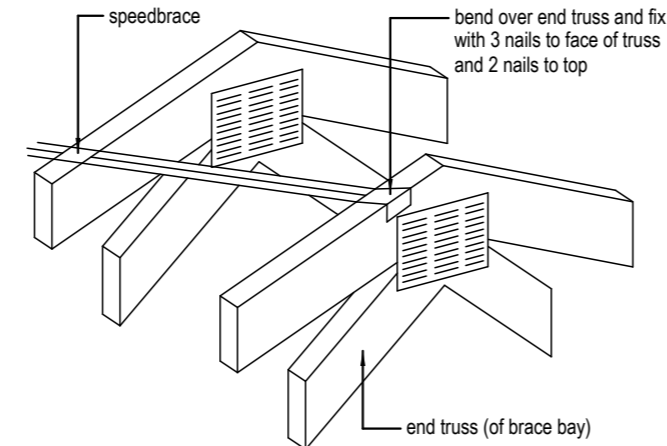
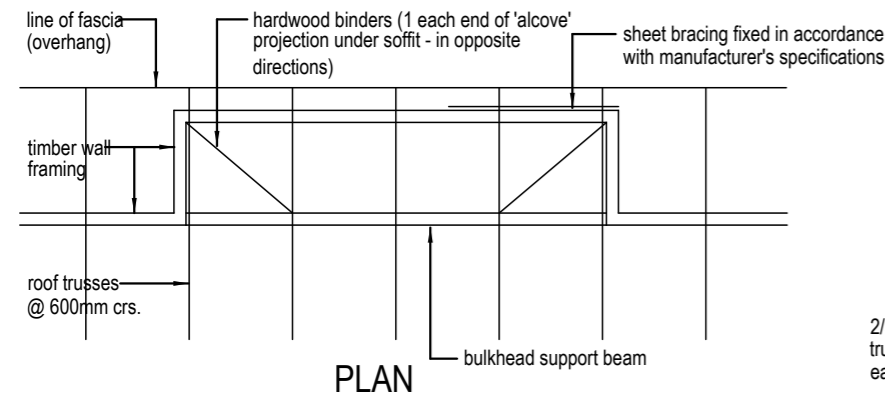
**Tiedown Details**

Plot Date: 21/4/17	Drawn: MAD Homes	Rev: <b>D</b>
Scale: 1:100	Checked: M.P.	Checked Date: 19/10/16
Sheet: <b>12</b>	Job No: <b>N404606</b>	MAD Ref: MAD-2016115

ROOF BRACING

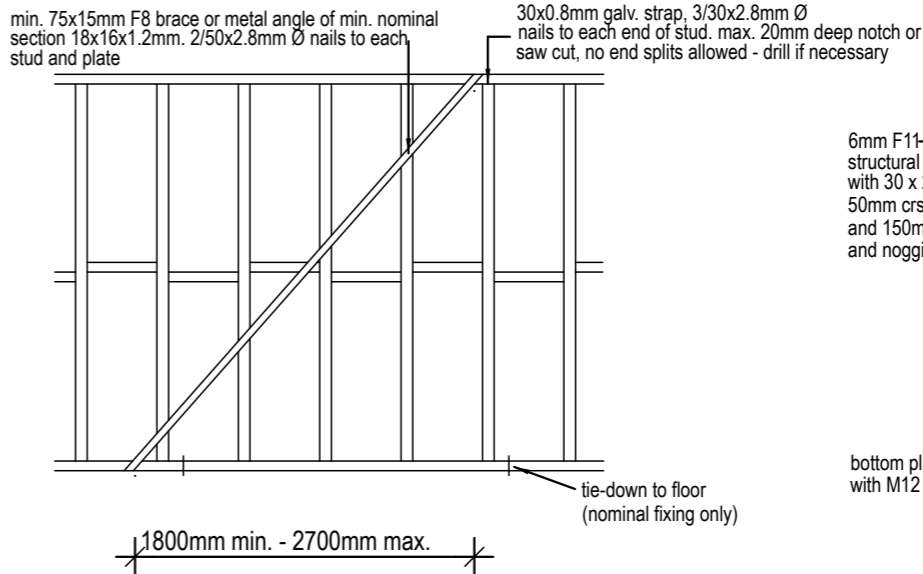


WALL BRACING UNDER SOFFIT DETAILS



WALL BRACING

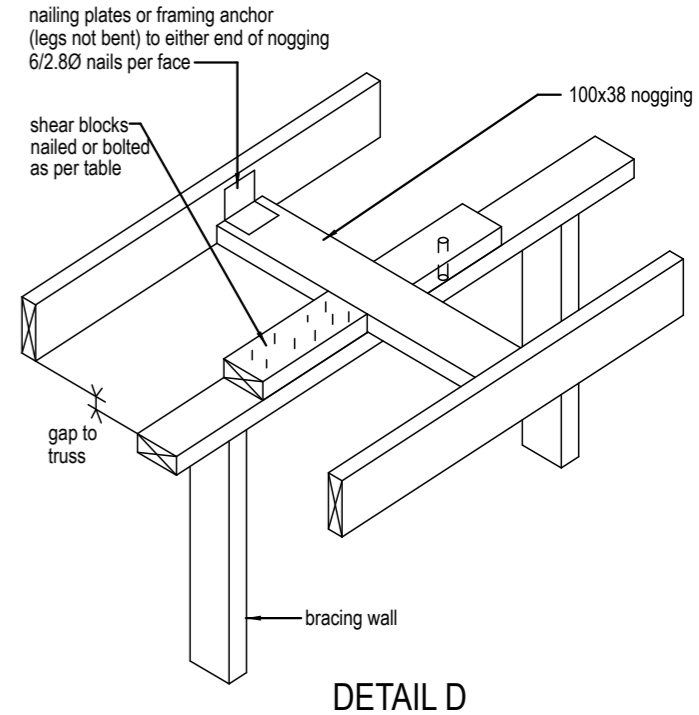
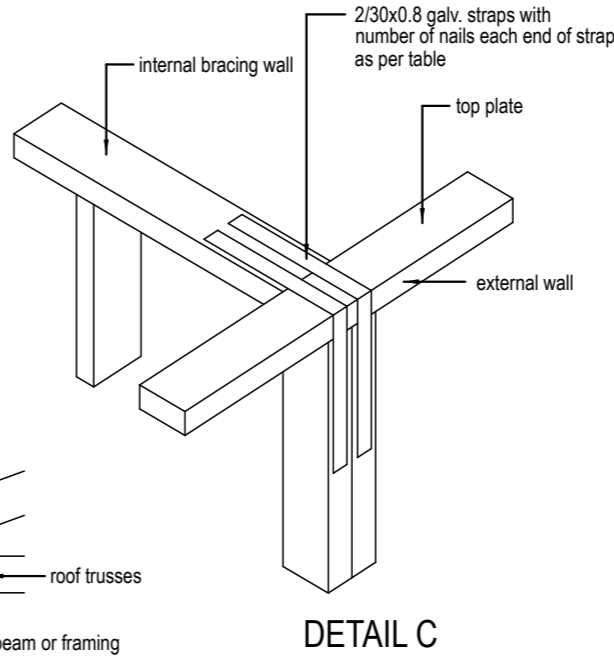
Bracing to be located as shown on plan.  
Structural ply to external walls (inside cavity) refer to detail bracing type "A"  
All bracing shall be fixed in strict accordance to manufacturer's specifications.  
The top of all timber bracing walls shall be fixed to roof and ceiling, refer to details 'C' & 'D'.



6mm F11 structural ply fixed with 30 x 2.8mm dia. nails at 50mm crs. along top and bottom plates and 150mm crs. along all other studs and noggings

bottom plate fixed to studs with M12 bolts at each end

BRACING TYPE 'A'



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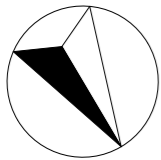
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Construction Set - REV D - 21/4/17 / CDC

Dated:



<< NORTH POINT WARNING >>  
The North point shown relates to the subject survey plan.  
The user should ensure this is suitable for their purpose








**External Concrete Inclusions**  
15.03m<sup>2</sup> - Plain conc. crossover driveway  
(4.0m wide at boundary), laundry pad & clothesline pad.  
19.97m<sup>2</sup> - Coloured conc. double driveway, porch  
& path to front door.

**Fence Legend**  
1800 high colorbond fence  
Approx. Total length of fence = **55.3m**  
1800 high timber pailing fence  
Approx. Total length of fence = **1.2m + Gate**  
Approx. Length of fence **FENCE XX.Xm**

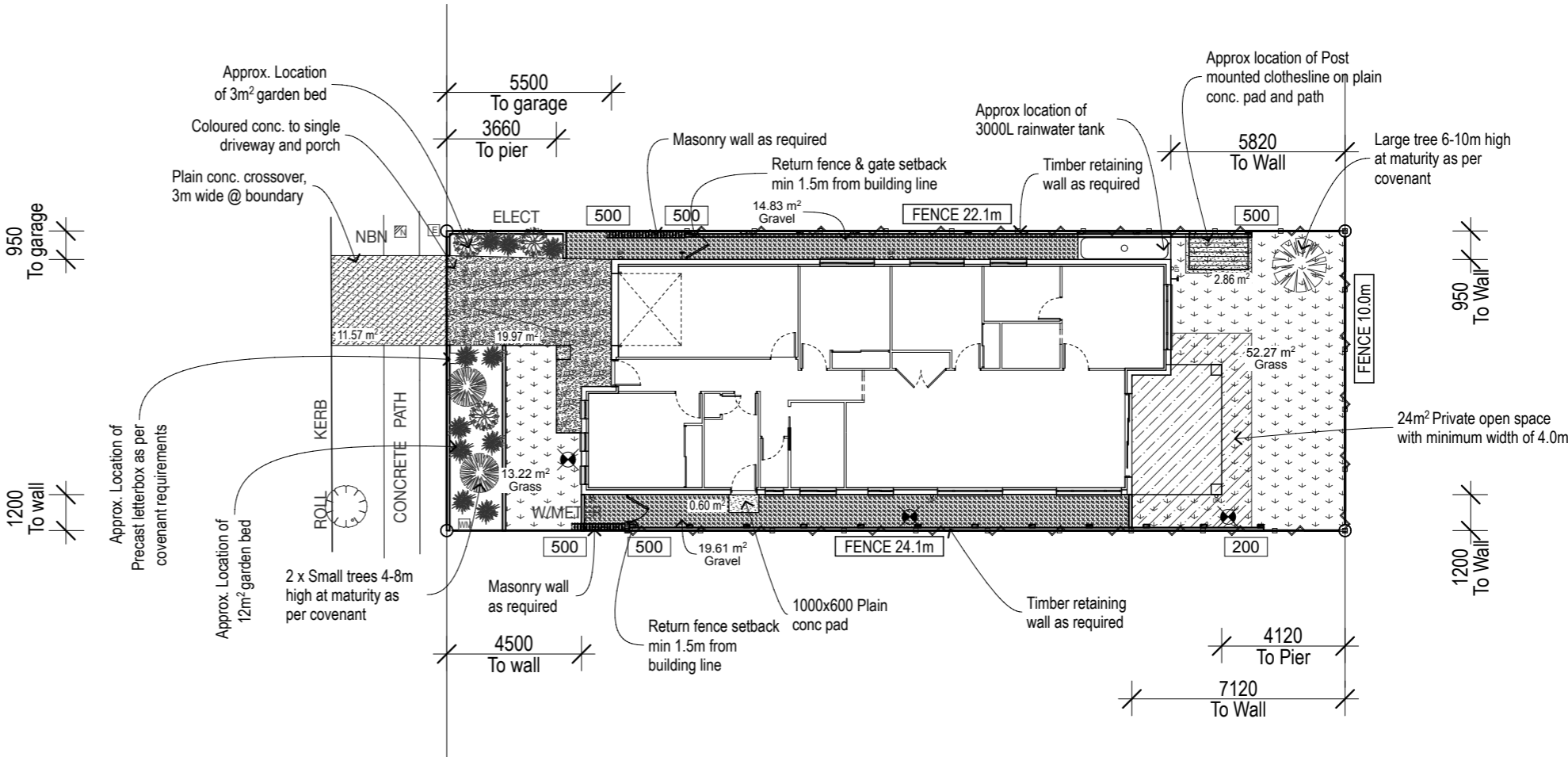
**RETAINING WALL LEGEND**  
Timber retaining wall  
Masonry Block Retaining walls  
Approx. Height of retaining walls (mm) **XXXX**

**NOTES:**  
Garden and lawn areas to be edged with clay paver edge unless adjoining onto concrete pad or fencing.  
Turf evenly graded from residence towards yard gullies.  
All garden beds mulched 75mm depth after planting.

**LEGEND -**  
As per contract inclusions.  
Refer to covenants for further information (if required)

-  200mm Pot Plants
-  140mm Pot Plants
-  Large Tree 6-10m high at maturity
-  Small tree 4-8m high at maturity
-  "A" Grade Turf
-  Gravel
-  Clay Paver Garden Edging

Summer Street



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Landscape Plan			
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Scale: 1:200	Checked: M.P.	Checked Date: 19/10/16	
Sheet: <b>14</b>	Job No: <b>N404606</b>	MAD Ref: MAD-2016115	

Construction Set - REV D - 21/4/17 / CDC

Dated:

BASIX®Certificate

Building Sustainability Index www.basix.nsw.gov.au

Single Dwelling

Certificate number: 800152S

This certificate confirms that the proposed development will meet the NSW government's requirements for sustainability, if it is built in accordance with the commitments set out below. Terms used in this certificate, or in the commitments, have the meaning given by the document entitled "BASIX Definitions" dated 18/09/2014 published by the Department. This document is available at www.basix.nsw.gov.au

Secretary  
Date of issue: Tuesday, 28 February 2017  
To be valid, this certificate must be lodged within 3 months of the date of issue.



Project summary		
Project name	MAD-2016115 N404606 Geraldton	
Street address	7 Summer Street Spring farm 2570	
Local Government Area	Camden Council	
Plan type and plan number	deposited 1194062	
Lot no.	4318	
Section no.	-	
Project type	separate dwelling house	
No. of bedrooms	4	
Project score		
Water	✔ 43	Target 40
Thermal Comfort	✔ Pass	Target Pass
Energy	✔ 47	Target 40

Certificate Prepared by	
Name / Company Name:	MAD Homes Pty Limited
ABN (if applicable):	22608965699

Description of project

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Lot no.	4318
Section no.	-
Project type	
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No. of bedrooms	4
Site details	
Site area (m²)	300
Roof area (m²)	188
Conditioned floor area (m2)	111.5
Unconditioned floor area (m2)	12.5
Total area of garden and lawn (m2)	116

Assessor details and thermal loads		
Assessor number	n/a	
Certificate number	n/a	
Climate zone	n/a	
Area adjusted cooling load (MJ/m².year)	n/a	
Area adjusted heating load (MJ/m².year)	n/a	
Other		
none	n/a	
Project score		
Water	✔ 43	Target 40
Thermal Comfort	✔ Pass	Target Pass
Energy	✔ 47	Target 40

Schedule of BASIX commitments

The commitments set out below regulate how the proposed development is to be carried out. It is a condition of any development consent granted, or complying development certificate issued, for the proposed development, that BASIX commitments be complied with.

Water Commitments	Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Fixtures			
The applicant must install showerheads with a minimum rating of 3 star (> 4.5 but <= 6 L/min) in all showers in the development.		✔	✔
The applicant must install a toilet flushing system with a minimum rating of 4 star in each toilet in the development.		✔	✔
The applicant must install taps with a minimum rating of 4 star in the kitchen in the development.		✔	
The applicant must install basin taps with a minimum rating of 5 star in each bathroom in the development.		✔	
Alternative water			
Rainwater tank			
The applicant must install a rainwater tank of at least 3000 litres on the site. This rainwater tank must meet, and be installed in accordance with, the requirements of all applicable regulatory authorities.	✔	✔	✔
The applicant must configure the rainwater tank to collect rain runoff from at least 70 square metres of the roof area of the development (excluding the area of the roof which drains to any stormwater tank or private dam).		✔	✔
The applicant must connect the rainwater tank to: • all toilets in the development  • the cold water tap that supplies each clothes washer in the development  • at least one outdoor tap in the development (Note: NSW Health does not recommend that rainwater be used for human consumption in areas with potable water supply.)		✔ ✔ ✔	✔ ✔ ✔

Thermal Comfort Commitments		Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Floor, walls and ceiling/roof				
The applicant must construct the floor(s), walls, and ceiling/roof of the dwelling in accordance with the specifications listed in the table below.		✔	✔	✔
Construction	Additional insulation required (R-Value)	Other specifications		
floor - concrete slab on ground	nil			
external wall - brick veneer	1.66 (or 2.20 including construction)			
internal wall shared with garage - plasterboard	nil			
ceiling and roof - flat ceiling / pitched roof	ceiling: 3 (up), roof: foil/sarking	unventilated; dark (solar absorptance > 0.70)		
Note	Insulation specified in this Certificate must be installed in accordance with Part 3.12.1.1 of the Building Code of Australia.			



Comms Pre-wired N2 Wind Category



Address: P.O. BOX 600  
PARADISE POINT, 4216  
www.gdevelopments.com.au

ACN: 116332220  
ABN: 77116332220  
QBSA: 1086689

"Building a Shared Vision"

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GENERAL NOTES:  
Drawings are to be read in conjunction with the relevant client-builder contract. Contract is to take precedence over drawings including but not limited to: - finishes, inclusions, upgrades, exclusions, additional costs and works by the owner/builder. Incorrect inclusions or omissions or typographical errors are not to be used in the interpretation of any information in these drawings. Nor can they be used to claim any additional or alternate items or services as a result of such errors. The incorrect or omitted details shall be subject to subsequent correction by the building company and documentation re-issued.

DIMENSIONS TO BE READ IN PREFERENCE TO SCALING

D	12/04/2017	Construction Drawings	KM
C	07/03/2017	Pre-Construction Drawings Complete Set	KM
C	10/02/2017	Amendments as per PCV/4	EAV
B	28/11/2016	Amendments as per PCV/3	EAV
A	27/09/2016	Pre-Construction Drawings	EAV
Rev	Date	Amendments	By

Client:  
Jayde Louise Kieselbach

Product:  
**Geraldton 160 Narrow Coastal Facade Garage to Left**

Site Address:  
**Lot 4318**  
**7, Summer Street**  
**East Village Estate**  
**Spring Farm, NSW, 2570**  
**DP: 1194062**  
**LGA: Camden Council**

BASIX Commitments			
Plot Date: 21/4/17	Drawn: MAD Homes		Rev:  <b>D</b>
Scale: 1:1.67	Checked: M.P.	Checked Date: 19/10/16	
Sheet:  <b>15</b>	Job No:  <b>N404606</b>		

Dated: Construction Set - REV D - 21/4/17 / CDC

Thermal Comfort Commitments			Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Windows, glazed doors and skylights					
The applicant must install the windows, glazed doors and shading devices described in the table below, in accordance with the specifications listed in the table. Relevant overshadowing specifications must be satisfied for each window and glazed door.			✓	✓	✓
The dwelling may have 1 skylight (<0.7 square metres) and up to 2 windows/glazed doors (<0.7 square metres) which are not listed in the table.			✓	✓	✓
The following requirements must also be satisfied in relation to each window and glazed door:			✓	✓	✓
• Except where the glass is 'single clear' or 'single toned', each window and glazed door must have a U-value no greater than that listed and a Solar Heat Gain Coefficient (SHGC) +/-10% of that listed. Total system U-values and SHGC must be calculated in accordance with National Fenestration Rating Council (NFRC) conditions.					✓
• The leading edge of each eave, pergola, verandah, balcony or awning must be no more than 500 millimetres above the head of the window or glazed door, except that a projection greater than 500 mm and up to 1500 mm above the head must be twice the value in the table.			✓	✓	✓
• Pergolas with polycarbonate roof or similar translucent material must have a shading coefficient of less than 0.35.				✓	✓
• Unless they have adjustable shading, pergolas must have fixed battens parallel to the window or glazed door above which they are situated, unless the pergola also shades a perpendicular window. The spacing between battens must not be more than 50 mm.				✓	✓

Window/glazed door no.	Orientation	Maximum area (square metres)	Type	Shading	Overshadowing
Bed 4 x 2	E	2.16	standard aluminium, single clear (or U-value:7.63, SHGC:0.75)	eave/verandah/pergola/balcony 451-600 mm	not overshadowed
bed 4	E	1.08	standard aluminium, single clear (or U-value:7.63, SHGC:0.75)	eave/verandah/pergola/balcony 901-1,200 mm	not overshadowed
bed 3	S	2.16	standard aluminium, single clear (or U-value:7.63, SHGC:0.75)	eave/verandah/pergola/balcony 451-600 mm	not overshadowed
bed 2	S	2.16	standard aluminium, single clear (or U-value:7.63, SHGC:0.75)	eave/verandah/pergola/balcony 451-600 mm	not overshadowed
ens	S	1.08	standard aluminium, single clear (or U-value:7.63, SHGC:0.75)	eave/verandah/pergola/balcony 451-600 mm	not overshadowed
bed 1	W	2.60	standard aluminium, single clear (or U-value:7.63, SHGC:0.75)	eave/verandah/pergola/balcony 451-600 mm	not overshadowed

Window/glazed door no.	Orientation	Maximum area (square metres)	Type	Shading	Overshadowing
family door	W	5.67	standard aluminium, single clear (or U-value:7.63, SHGC:0.75)	eave/verandah/pergola/balcony >2,000 mm	not overshadowed
family window	N	1.32	standard aluminium, single clear (or U-value:7.63, SHGC:0.75)	eave/verandah/pergola/balcony 451-600 mm	not overshadowed
dining	N	1.32	standard aluminium, single clear (or U-value:7.63, SHGC:0.75)	eave/verandah/pergola/balcony 451-600 mm	not overshadowed
kitchen	N	1.62	standard aluminium, single clear (or U-value:7.63, SHGC:0.75)	eave/verandah/pergola/balcony 451-600 mm	not overshadowed
bath	N	1.44	standard aluminium, single clear (or U-value:7.63, SHGC:0.75)	eave/verandah/pergola/balcony 451-600 mm	not overshadowed
wc	N	0.54	standard aluminium, single clear (or U-value:7.63, SHGC:0.75)	eave/verandah/pergola/balcony 451-600 mm	not overshadowed


Energy Commitments			Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Hot water					
The applicant must install the following hot water system in the development, or a system with a higher energy rating: gas instantaneous with a performance of 5 stars.			✓	✓	✓
Cooling system					
The applicant must install the following cooling system, or a system with a higher energy rating, in at least 1 living area: 1-phase airconditioning; Energy rating: 1 Star (new rating)				✓	✓
The applicant must install the following cooling system, or a system with a higher energy rating, in at least 1 bedroom: ceiling fans; Energy rating: n/a				✓	✓
Heating system					
The applicant must install the following heating system, or a system with a higher energy rating, in at least 1 living area: 1-phase airconditioning; Energy rating: 1 Star (new rating)				✓	✓
The bedrooms must not incorporate any heating system, or any ducting which is designed to accommodate a heating system.				✓	✓
Ventilation					
The applicant must install the following exhaust systems in the development:					
At least 1 Bathroom: individual fan, not ducted; Operation control: manual switch on/off				✓	✓
Kitchen: individual fan, not ducted; Operation control: manual switch on/off				✓	✓
Laundry: natural ventilation only, or no laundry; Operation control: n/a				✓	✓
Artificial lighting					
The applicant must ensure that the "primary type of artificial lighting" is fluorescent or light emitting diode (LED) lighting in each of the following rooms, and where the word "dedicated" appears, the fittings for those lights must only be capable of accepting fluorescent or light emitting diode (LED) lamps:					
• the kitchen; dedicated				✓	✓
Natural lighting					
The applicant must install a window and/or skylight in 3 bathroom(s)/toilet(s) in the development for natural lighting.			✓	✓	✓

Energy Commitments			Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Other					
The applicant must install an induction cooktop & electric oven in the kitchen of the dwelling.				✓	
The applicant must install a fixed outdoor clothes drying line as part of the development.				✓	

BuildCert Consultants Pty Ltd – ABC 8  
Accredited Certifier & Principal Certifying Authority

APPROVED

CERTIFICATE No.: CDC/701147      DATE: 21/07/2017

BUILD  
CERT  
CONSULTANTS

Comms Pre-wired

N2 Wind Category

G  
DEVELOPMENTS  
Pty Ltd

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21/4/17

Scale:

Sheet:

Drawn:  
MAD Homes

Checked:  
M.P.

Job No:

Rev:




D

MAD Ref: MAD-2016115

N404606

Dated:

Construction Set - REV D - 21/4/17 / CDC

Legend
In these commitments, "applicant" means the person carrying out the development.
Commitments identified with a  in the "Show on DA plans" column must be shown on the plans accompanying the development application for the proposed development (if a development application is to be lodged for the proposed development).
Commitments identified with a  in the "Show on CC/CDC plans and specs" column must be shown in the plans and specifications accompanying the application for a construction certificate / complying development certificate for the proposed development.
Commitments identified with a  in the "Certifier check" column must be certified by a certifying authority as having been fulfilled, before a final occupation certificate(either interim or final) for the development may be issued.

Dated:

Construction Set - REV D - 21/4/17 / CDC



Comms Pre-wired

N2 Wind Category



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