

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Simon Property Co Oran Park</b> <b>Shop G2n, 351 Oran Park Drive, Oran Park NSW 2570</b> <b>Email: info@simonpropertyco.au</b>	<b>Phone: 4602 2000</b> <b>Ref: Simon</b>
co-agent		
vendor	<b>David Gino Aspite and Analise Sarah Wells</b> <b>15 Arthur Street, Thirroul NSW 2515</b>	
vendor's solicitor	<b>Allison Clark Conveyancing</b> <b>200 Gilchrist Drive, Campbelltown NSW 2560</b> <b>PO BOX 3262, Thornton NSW 2322</b> <b>Email: helmuth@allisonclarkconveyancing.com.au</b>	<b>Phone: (02) 4628-7555</b> <b>Ref: HC:250772</b>
date for completion	<b>28 days after the contract date (clause 15)</b>	
land (address, plan details and title reference)	<b>62 Alchornea Circuit, Mount Annan NSW 2567</b> <b>Lot 3825 in Deposited Plan 1168751</b> <b>Folio Identifier 3825/1168751</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

**SIGNING PAGE**

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

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

PEXA

4):

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



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<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 served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <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.

62 ALCHORNEA CCT MOUNT ANNAN NSW 2567

**SECTION 66W CERTIFICATE**

I, \_\_\_\_\_ of, \_\_\_\_\_, certify as follows:-

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property at \_\_\_\_\_, from \_\_\_\_\_ to the purchaser/s in order that there is no cooling off period in relation to that Contract.
3. I do not act for \_\_\_\_\_ and am not employed in the legal practice of a solicitor acting for \_\_\_\_\_ nor am I a member or employee of a firm of which a Solicitor acting for \_\_\_\_\_ is a member or employee.
4. I have explained to the Purchaser/s:
  1. the effect of the Contract for the purchase of that property;
  2. the nature of this Certificate;
  3. the effect of giving this Certificate to the vendor, ie. that there is no cooling off period in relation to the Contract.

DATED: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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# SPECIAL CONDITIONS

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## **1. INTERPRETATION**

- A. Headings are for ease of reference only and do not affect the interpretation of this Agreement.
- B. Unless the context otherwise requires a singular word includes the plural and a word suggesting the masculine gender includes the feminine gender, and visa versa.
- C. If there is any inconsistency between these Special Conditions and the Standard Printed terms or any annexure to this Agreement, then these Special Conditions shall apply and prevail.
- D. Each clause and sub-clause of the Special Conditions and the Standard printed terms of this Agreement is severable from each other clause and sub-clause and if any clause or sub-clause of this Agreement is invalid or unenforceable for any reason, that invalidity or unenforceability cannot prejudice or affect in any way the validity or enforceability of any other clause or sub-clause.
- E. These Special Conditions form part of this Agreement and shall not be read or applied so as to purport to exclude, modify or restrict or have the effect of excluding, modifying or restricting the application of all or any of the provisions of s 52A of the *Conveyancing Act 1919* or the *Conveyancing (Vendor Disclosure and Warranty) Regulation* or any rights arising therefrom.
- F. The words “includes or including” in any form are not to be construed as being words of limitation.
- G. This Agreement constitutes the entire agreement between the Vendor and the Purchaser.
- H. A party that is a trustee is bound both personally and in its capacity as a trustee.

## **2. AMENDMENTS TO PRINTED FORM**

The Standard printed terms of this Agreement shall be amended by:

- (a) deleting clauses: 5.2.3, 18.7;
- (b) deleting the words “on reasonable grounds” in sub-clause 8.1.1;
- (c) deleting the words “and this Contract says that a Land Tax adjustment is required” in the second line in sub-clause 14.4.1;
- (d) inserting the word “and” at the end of the amended sub-clause 14.4.1;

- (e) deleting the word “and” from the end of sub-clause 14.4.2;
- (f) inserting the words “state of repair or absence” before the words “of any fence” in sub-clause 10.1.1;
- (g) substituting:
  - (A) “0.1%” in place of “5%” in sub-clause 7.1.1 and 7.2.1;
  - (B) “7 days” in place of “14 days” in sub-clause 7.1.3 and 8.1.3; and
  - (C) the word “substance” with the word “existence” in sub-clause 10.1.9; and
- (h) inserting the following sub-clause in clause 2:
 

“2.10 If the deposit is forfeited to the Vendor, all interest accrued on the deposit shall be paid to the Vendor.”
- (k) clause 23.14 add the words “*only if the vendor has agreed to apply for the certificate*” after the last word “certificate”
- (l) deleting all the words from clause 23.13 and replace with the words “*the purchaser will apply and pay for any information certificate after the contract date in relation to the lot the scheme or any higher scheme and serve the vendor with a copy of the information certificate at least 7 days before the date for completion*”.

### **3. NON-MERGER**

Rights under this Agreement which can apply after completion will survive and continue to apply after completion of this Agreement.

### **4. LATE COMPLETION**

If completion of this Agreement does not take place by 5:00pm on the completion date, then the following *essential terms* of this Agreement will apply:

#### **(a) Notice to complete**

- (i) For the purposes of clause 15 of the Standard printed terms of this Agreement, either party may make time of the essence of this Agreement, by serving upon the other party at any time after the completion date a notice requiring completion of this Agreement no later than 5:00pm on a business day being not less than 14 days after service of that notice and the party who issues such a notice may revoke or withdraw that notice at any time. The time stipulated in a Notice to Complete shall be deemed to be sufficient by both Parties at law and in equity.

- (ii) The Vendor may serve a Notice to Complete upon the Purchaser despite the fact that, at the time the Notice to Complete is issued or at any time after issue, there is a charge on the Property for any rate, tax or outgoing.

**(b) Interest**

Without prejudice to the Vendor's other rights under this Agreement or otherwise:

- (i) The Purchaser must pay to the Vendor upon completion, in addition to the purchase price and any other moneys payable to the Vendor upon completion, interest on the balance of the purchase price and any other monies payable under this Agreement, at the rate of 10% per annum calculated from the contract due date until the eventual completion date.
- (ii) The Purchaser must also pay to the Vendor the sum of \$350.00 on account of additional legal charges and other expenses including delays and re-booking settlement due to the purchaser's fault, plus \$450.00 for costs associated with preparing and service of the Notice to Complete. The interest, legal charges and other expenses payable under this clause is a genuine pre-estimate of the Vendor's loss should the Purchaser fail to complete in accordance with this Agreement.
- (iii) All interest, legal charges and other expenses payable under this Agreement shall form part of the balance of the purchase price and shall be paid to the Vendor upon completion and time is of the essence.
- (iv) No interest will be payable by the Purchaser in respect of any period during which the Vendor is in default under this Agreement.

**(c) Adjustments**

Despite any other provision of this Agreement, the date on which the calculation of adjustments for rates, taxes and outgoings (but not rents or other income) between the Parties is to be based is the earlier of the completion date or the date on which completion actually takes place; and

**(d) Obligation to Complete**

The Vendor is not obliged to complete this Agreement unless all amounts referred to in this clause are paid.

**5. DEATH, LIQUIDATION ETC.**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included, it is agreed that if either party:

**(a) Corporations**

Being a corporation, resolves to go into liquidation or has a petition for the winding-up presented or if any liquidator, provisional liquidator, administrator, receiver, receiver and manager or official manager is appointed in respect of either party or if a party has a bankruptcy petition presented against them or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors then the other party may by notice in writing to that party or his Solicitors terminate this Agreement; or

**(b) Natural Persons**

Being a natural person, dies or becomes mentally ill, the other party may by notice in writing to the other party or his Solicitors, rescind this Agreement or if a party has a bankruptcy petition presented against them or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors then the other party may by notice in writing to that party or his Solicitors terminate this Agreement.

**6. PURCHASER'S PROMISES**

The Purchaser acknowledges and warrants that:

**(a) Inspections and Inquiries**

- (i) The Purchaser is purchasing the property as a result of the Purchaser's own inspection and enquiries and, if the improvements on the property have been completed, in their present condition and state of repair and subject to all faults and defects both latent and patent; and
- (ii) It is agreed by the Purchaser that no reliance has been made upon any warranty or representation by the Vendor or any person on behalf of the Vendor, if any, except as expressly provided in this Agreement, that this Agreement constitutes the whole agreement between the Parties and that the Purchaser has relied entirely on their own enquires relating to, and inspection of the property all improvements any items of furnishings and chattels referred to on the front page of this Agreement and in relation to the use to which the property may be put.
- (iii) The Purchaser acknowledges that the Purchaser is purchasing the property in its present state of repair and condition and will make no objection, requisition or claim for compensation concerning the state of repair or condition of the property or any latent or patent defect in quality in the property.

**(b) Warranties and Representations**

The Purchaser acknowledges and warrants that neither the Vendor nor anyone else on the Vendor's behalf has made any warranty or representation in respect of the property including without limitation; its state of repair, its fitness for purpose or suitability for any use, any rights or privileges relating to the property, any financial return to be derived from the property, the neighbourhood, or any improvements erected or to be erected on the property that are not specifically mentioned in this Agreement; and

**(c) Consents**

The Purchaser has satisfied itself as to the terms of all building and development consents, if any, relating to the property and the use to which the property may be put with or without those consents; and

**(d) Representations**

The provisions of this Agreement contain the entire agreement between the Parties despite any negotiations or discussions held or documents signed or brochures or forecasts produced; and

**(e) Real Estate Agents**

The Purchaser has not been introduced to the Vendor or to the property by any Real Estate Agent other than the Vendor's Agent named on the front page of this Agreement. In the event that the Purchaser is in breach of this warranty, the Purchaser agrees to indemnify and keep indemnified the Vendor against any claim for compensation by any other agent arising out of this sale. This condition does not merge on completion of this Agreement; and

**(f) Tax File Numbers**

Unless at the date of this Agreement both the Purchaser and the Vendor have advised the Deposit holder of their tax file numbers, the deposit shall attract tax at the top marginal rate.

**7. RIGHTS TO OBJECT**

The Purchaser may not make any objection, rescind, terminate, requisition or claim for compensation or delay completion of this Agreement by reason of:

**(a) Attachments**

Any matter disclosed or referred to in any document attached and forming part of this Agreement;

**(b) Acknowledgements**

Any matter acknowledged or disclosed in this Agreement;

**(c) Services**

The position or proposed position and location of any drainage pipe or watercourse or any services to the subject lot including sewer, gas, electricity, water and telephone as they may affect or pass through the Property;

**(d) Caveat**

Any caveat on title created by the Purchaser or any person associated with them or claiming through them; and

**(e) Certificate of Title**

Any easements, rights of way, reservations and conditions noted on the attached copy of the Folio Identifier for the Property or any easement, restrictions as to user, covenants and other encumbrances, if any, to be created under this Agreement.

**(f) Removal of Charges etc.**

Any charge on the Property for any rate, tax or outgoing or any mortgage or caveat until completion of this Agreement.

**(g) Survey Report**

Anything which is disclosed in any Survey Report, if any, attached to this Agreement (and in which case the Vendor does not warrant that the Survey Report is accurate or complete), and if no Survey Report is attached to this Agreement then the Vendor discloses that it does not have a Survey Report for the property and cannot be required to apply for one.

**(h) No compliance**

The fact that should any building presently erected on the Land not comply in any way with the *Local Government Act 1919* (as amended) or the Ordinances made under that legislation. The fact that should the whole or any part of the building encroaches upon any land other than the subject land or the fact that should any other building or structure encroaches upon the Land.

**(i) Building Certificate**

If a copy of a Building Certificate issued under s 172 of the *Local Government Act 1919* or any legislative equivalent or under s 149A of the *Environmental Planning and Assessment Act 1979* ("Building Certificate") is attached this Agreement, then the Vendor does not warrant that the Building Certificate is accurate or complete. If a copy of a Building Certificate is not attached to this Agreement, then the Vendor discloses that it does not have a Building Certificate for the property and cannot be required to apply for a Building Certificate, carry out any work required by a relevant Council or do anything else necessary for the issue of a Building Certificate. Completion of this Agreement is not conditional upon the issue of a Building Certificate.

**(j) Swimming Pool**

The compliance or otherwise with the provisions of the *Swimming Pools Act 1992* or any Regulations made under that Act or any other applicable legislation in respect of



any swimming pool or spa pool, if any, forming part of the Property or any compliant or non-compliant certificate that may be enclosed herewith.

## **8. GUARANTEE IF CORPORATE PURCHASER**

If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) then:

- (a) In consideration of the execution of this Agreement by the Vendor, the persons whose signatures appear as signatories for the Purchaser (hereinafter referred to collectively as "the Guarantors") hereby jointly and severally guarantee the due performance and observance by the Purchaser of all the obligations contained in or arising out of this Agreement and those signatories are duly authorised by the Purchaser to execute this Agreement.
- (b) This Guarantee is a principal obligation between the Guarantors and the Vendor and cannot be affected by any claim which the Purchaser may have or claim to have against the Vendor on any account whatsoever. The liability of the Guarantors hereunder shall not be discharged or impaired by:
  - (i) the Vendor granting time or indulgence to the Purchaser; or
  - (ii) the Purchaser being wound up or passing a resolution for its liquidation or by the appointment of a receiver thereof; or
  - (iii) the Vendor waiving any breach or default by the Purchaser or by the Guarantors; or
  - (iv) the Purchaser or any Guarantor being a natural person becoming bankrupt or entering into any composition or arrangement with his creditors or assigning his estate or any part thereof for the benefit of creditors or becoming of unsound mind or dying.
- (c) Nothing in this Agreement shall be construed as a requirement that the Guarantors consent to or be made aware of any transaction or arrangement between the Vendor and the Purchaser including any variation release or compromise of the obligations of the Purchaser.
- (d) No payment shall operate to discharge or reduce the Guarantors' liability if such payment is voidable as a preference under any law relating to bankruptcy or the winding up of the company and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantors hereunder.
- (e) The Guarantors' liability hereunder shall not be affected by any claim or right to set-off or cross-action which the Purchaser may have or claim to have against the Vendor on any account whatsoever nor shall the Guarantors be entitled to any set-off against the Vendor.

- (f) The Guarantors covenant that in the event of the bankruptcy or liquidation of the Purchaser or any Guarantor, the Guarantors will not prove in any such bankruptcy or liquidation in competition with the Vendor AND (so long as any moneys remain owing to the Vendor) the Guarantors hereby irrevocably authorise the Vendor to prove as the Guarantors' attorney for all moneys which the Guarantors have paid on behalf of the Purchaser which the Guarantors may be entitled to by way of contribution from any other Guarantor AND to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any amounts so received until the Vendor shall with the aid thereof have been paid one hundred (100) cents in the dollar in respect of the indebtedness of the Purchaser or the Guarantors as the case may be. The Guarantors also hereby waive in favour of the Vendor all rights whatsoever which the Guarantors may at any time have against the Vendor, the Purchaser and any other Guarantor or any other person estate and asset so far as necessary to give effect to this paragraph;
- (g) The Guarantors waive all rights, if any, which are inconsistent with the provisions hereof including any rights as to contribution, marshalling, consolidation and subrogation which the Guarantors might otherwise as surety be entitled to claim and enforce; and
- (h) The Guarantors agree, notwithstanding any presumption or principle of law to the contrary, that the Vendor may in relation to any one or more Guarantor enter into a covenant not to sue, compound, grant a full or partial or conditional release, issue process, sign judgment, participate in any official management, prove in any bankruptcy scheme or liquidation or do any other act matter or thing in respect of that Guarantor or the whole or any part of any Guarantors' liability without thereby in any way impairing or reducing the liability of the other Guarantor for the whole of the obligations of the Purchaser as aforesaid.

## **9. GOODS AND SERVICES TAX**

- (a) Expressions set out in italics in this clause bear the same meaning as those expressions in the GST Law.
- (b) For the purpose of this clause:
 

“GST Law” has the meaning given to that term in the Act entitled *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any regulation made under that Act;

“Payment” means:

  - (i) the amount of any monetary consideration (other than a GST Amount payable under this clause);
  - (ii) the GST exclusive market value of any non-monetary consideration paid or provided by one party to another for any supply made under or in connection with this Agreement and includes any amount payable by way of indemnity, reimbursement, compensation or damages.
- (c) The Vendor and Purchaser acknowledge and agree that the purchase price payable by the Purchaser to the Vendor as stated on the front page of this Agreement is stated as an amount being **INCLUSIVE** of any Goods and Services Tax, Consumption Tax,

Value Added Tax or any tax of a similar nature howsoever named (referred to hereinafter as "GST").

**(d)** On completion of this Agreement:

(i) The Purchaser shall pay to the Vendor all of the GST, if any, which is payable in one sum on the settlement date; and

(ii) The Vendor must give the Purchaser a Tax Invoice for any taxable supply, if any, made by the Vendor by or under this Agreement.

**(e)** The Vendor shall not be required to complete this Agreement unless and until the Purchaser pays or allows to the Vendor the amount of any GST, if any, imposed upon the Vendor as a result of the supply made under this Agreement.

**(f)** The Vendor and Purchaser acknowledge that this Special Condition is an essential term of this Agreement.

**(g)** Indemnifies and will keep the Vendor indemnified against all liabilities of whatever nature arising from a breach of the warranties relating to GST in this Agreement.

**(h)** This clause shall not merge on completion.

## **10. POSSESSION PRIOR TO COMPLETION**

**(a)** If the Vendor permits the Purchaser to take possession of the Property prior to completion, the Purchaser, upon entering into occupation of the Property, shall be deemed to have unconditionally accepted title to the Property and to all furnishings and chattels specified in this Agreement and the Purchaser cannot make any requisition nor delay completion in respect of the title to the Property or to the furnishings and chattels.

**(b)** The Purchaser agrees that upon the Purchaser entering into occupation of the Property, the Vendor shall be entitled to the release of the whole deposit and such deposit shall be released to the Vendor or the Vendor's Solicitor immediately. The Purchaser and the Purchaser's solicitor shall do all things necessary including the giving of a written authority to the Deposit Holder to give effect to the provisions of this Clause and upon completion of this Agreement, the Vendor shall not be required to reimburse the Purchaser for any interest which, but for the release of the deposit, would have been received by the Purchaser, if the deposit had been or continued to be invested by the Deposit Holder.

## **11. RELEASE OF DEPOSIT**

**(a)** Despite anything to the contrary stated or implied in this Agreement, the Purchaser expressly and irrevocably authorises the Deposit Holder, upon request in writing by the Vendor made at any time hereafter, to release to the Vendor immediately the whole or such part of the Deposit as the Vendor might specify, provided only that the Vendor or the Vendor's solicitor shall have in such written request:

- (i) specified how much of the Deposit the Vendor requires to be released;
- (ii) confirmed that the moneys to be so released are to be applied for no purposes, other than those associated with the purchase of real estate located in Australia (which purposes are deemed to include the payment of any deposit, balance of purchase moneys, stamp duty or any legal or other costs or expenses in connection with or incidental to such purchase); and
- (iii) supplied the particulars of the location and the purchase price of the said real estate (if so requested by the Purchaser or the Purchaser's solicitor).

## **12. DEPOSIT LESS THAN TEN PER CENT (10%)**

Despite anything to the contrary stated or implied in this Agreement or any discussions between the Parties and / or their representatives or any documents or correspondence, in the event that this Agreement requires the payment of a Deposit which is less than ten per cent (10%) of the purchase price, the Purchaser shall pay the Vendor an amount equal to the difference between the Deposit paid and an amount equal to ten per cent (10%) of the purchase price immediately on default by the Purchaser of his obligations under this Agreement. The Purchaser agrees that such difference may be claimed by the Vendor, against the Purchaser as liquidated damages in any proceedings between the Parties. The Purchaser grants the Vendor the rights and entitlements contained in this clause in consideration of the Vendor accepting an amount in payment of the Deposit, which is less than ten per cent (10%) of the purchase price.

## **13. DISCLOSURES**

### **(a) Survey**

If a Survey Report is included in this Agreement, then the Vendor specifically discloses all of the matters referred to in the Survey Report, if any, and the Purchaser accepts and acknowledges, in respect of each matter listed, that it will not make an objection, requisition or a claim for compensation, nor will the Purchaser seek to rescind this Agreement or delay the settlement:

## **14. BOND**

- (a) The expression "Bond" in this Agreement means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by a Guarantor (either named in this Agreement or otherwise agreed between the Vendor and the Purchaser) and in or to the effect of the form set out below.
- (b) The delivery to the Vendor or the Vendor's solicitor of a Bond which binds the Guarantor to the Vendor, shall, subject to (i) and (ii) of this sub-clause, be deemed for the purposes of this Agreement to be payment of the guaranteed amount at the time of such delivery on account of the deposit to the person or persons nominated in this Agreement to receive the deposit and the following provisions shall apply:

- (i) On completion of this Agreement or at such other time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque; and
- (ii) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so much thereof as has not been paid) and upon failure of the Purchaser to pay same within two (2) clear business days of service of such notice, the Vendor shall be entitled to demand payment from the Guarantor in accordance with the Provisions of the Bond and the provisions of this Agreement in relation to the deposit shall then apply as though this Agreement had just been made and required payment of the deposit within two (2) clear business days of demand on the Guarantor.

## **15. ENCUMBRANCES**

The Purchaser shall not object if, on settlement, the Vendor hands to the Purchaser a duly executed Discharge of Mortgage or other encumbrances or Withdrawal of Caveat in registrable form in respect of any mortgage, encumbrance or caveat then registered or entered upon the Vendor's title provided that the appropriate registration fees shall be allowed by the Vendor to the Purchaser, in respect to same, on Completion.

## **16. NOTICES**

Further to sub-clause 20.6.5 of this Agreement, service of any Notice or document under or relating to this Agreement shall be sufficient service on a party if the notice or document is sent to its or their Solicitor by facsimile or email transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed except where: -

- (a) The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made.

## **17. WATER USAGE ADJUSTMENTS**

The Vendor must, on Completion of this Agreement, allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The accounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account issued.

## **18. EXCLUSIONS**

Excluded from the Sale are any tenant's fixtures and fittings and the Purchaser acknowledges that he relies entirely on his own enquires in identifying them and shall make no requisition, objection or claim for compensation from the Vendor in relation thereto.

## **19. CREDIT WARRANTIES BY PURCHASER**

The Purchaser expressly warrants to the Vendor:

- a) that this Agreement and completion thereof is not subject to or conditional upon any application for credit or credit agreement AND the Purchaser has not made it known to the Vendor or any person, representative or agent acting on behalf of the Vendor, that the Purchaser requires credit in order to enter into or complete this Agreement;
- b) that the Purchaser is satisfied as to the reasonableness of all the terms of any credit agreement which the Purchaser has entered into, or intends to enter into, in order to Complete this Agreement; and
- c) that the Purchaser is aware that the Vendor may enter into further contractual obligations on or after the date of this Agreement while acting in reliance upon the Purchaser's warranties herein; and
- d) that the Purchaser will remain liable to the Vendor for any loss or damages arising from any breach of the Purchaser's warranties herein.

## **20. FOREIGN PERSONS**

The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* requiring the obtaining of consent to this transaction do not apply to the Purchaser and to this Purchase AND the Purchaser hereby indemnifies and promises to compensate the Vendor for any loss, damage penalty, fine or legal costs which may be incurred by the Vendor as a consequence of any breach of the warranty herein.

## **21. LANDTAX**

If the Vendor has paid or is liable to pay Land Tax for the year current as at the date of apportionment and notwithstanding any provision to the contrary contained herein, then the amount paid or payable by the Vendor by way of Land Tax, which is to be calculated on the basis that the subject property was the only property owned by the Vendor, shall be adjusted as between the Vendor and Purchaser in accordance with clause 14 of the Standard printed terms of this Agreement as amended by these Special Conditions.

## **22. PARTICULARS OF TITLE**

Notwithstanding any provision herein to the contrary, the Purchasers shall not be entitled to request further particulars of the Vendor's title to the subject property. The Purchaser agrees that sufficient particulars of the Vendor's title to the subject property are disclosed in this Agreement.

## **23. FORMAL EXCHANGE WITH A PHOTOCOPIED CONTRACT**

Only if Applicable:

- (a) The parties acknowledge that a photocopy of the original contract is forward to the nominated agent for marketing and sale purposes; and
- (b) The parties further acknowledge that the agent may duplicate and formally exchange contracts with a prospective purchaser using a photocopy contract; and
- (c) Once contracts are formally exchanged the original clauses/provisions and any other original documents as applicable will be forward to the purchaser by the vendor for annexure to the Purchaser counter-part exchange contract and the Purchaser accepts and acknowledges in respect of this matter, that it will not make an objection, requisition or a claim for compensation, nor will the Purchaser seek to rescind this Agreement or delay the settlement:

## **24. CONDITIONS OF SALE IF PROPERTY SOLD BY AUCTION**

If the property is or is intended to be sold at auction:

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.



## **25. RESIDENTIAL WITHHOLDING PAYMENT**

This special condition only applies if Schedule 1 of the TA Act 1953 applies to the sale of the property.

- (a) In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cwth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cwth).
- (b) If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.
- (c) If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
  - a) complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and
  - b) at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or
  - c) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner, except where the purchaser has complied with sub-paragraph b, or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.
- (d) If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.
- (e) An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- (f) Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.

**26. DRAINAGE DIAGRAM**

The vendor warrants and the purchaser acknowledges that the diagram/s attached to this contract, if any is attached, is the only diagram/s available for the property from the relevant water authority at the date of this contract. The purchaser agrees to make no objection, delay completion, requisition or claim for compensation in respect of any matter disclosed therein or ascertainable therefrom.

**27. NO REQUIREMENT ON VENDOR IN RELATION TO TILE LIMITATION ON FOLIO IDENTIFIER**

Notwithstanding any other provision in this agreement the Title of the subject property is Torrens Title and should it be subjected to either Limited Title or Qualify Title or Old System Title pursuant to the Real Property Act 1900. The Purchaser shall not make any requisition objection or claim for compensation nor have any right of rescission in respect of any limitation, delay completion nor shall the purchaser require the Vendor to provide an Abstract of Title or prove prior old system title in relation thereto.

**28 SECTION 66S**

- a) If this contract is exchanged subject to the provisions of Section 66S, then the vendor reserves the right to extend the completion date by the time that has expired under the cooling off period or the vendor may elect to maintain the completion date incorporated within the contract. This is an essential term of the contract and not negotiable.
- b) The vendor is to provide written notification within seven (7) business days after the cooling off period has expired, if the completion date is to be extended and the length of time that extension will be, otherwise the date of the contract will remain as indicated. The vendor is not entitled to extend for any longer than the time expired under the cooling off period.
- c) The purchaser shall not make any claim for compensation or objection regarding same, nor shall the purchaser be entitled to rescind, delay or terminate this agreement as a consequence of the vendor electing to extend the completion date.

**29. EXTENSION(S) TO COOLING OFF PERIOD AND/OR SUBJECT TO FINANCE CLAUSE**

If a cooling off period or subject to finance period applies to this contract then on request for extension and each subsequent occasion that the Purchaser requests an extension thereof and the request is granted by the Vendor, the Purchaser must on completion pay a further sum of Two Hundred and Twenty Dollars (\$220.00) inclusive of GST for the Vendor's additional legal costs associated with dealing with the Purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. This sum shall fall due and payable on settlement or in the case of rescission upon service of the Notice of Rescission.

## 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 Information Certificate of a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
17. (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
19. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### Affectations/Benefits

20. (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
- (i) whether there are any existing breaches by any party to it;
  - (ii) whether there are any matters in dispute; and
  - (iii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
- (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
23. (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. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

- to make any RW payment.
28. 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.
  29. 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.
  30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
  31. The purchaser reserves the right to make further requisitions prior to completion.
  32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Replies to requisitions on title 2018 Edition as follows:

1. Noted
2. No.
3. If applicable, the vendor relies on the contract.
4. No.
5. (a)-(b) Not applicable.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. At the office of the discharging mortgagee if there is a mortgage otherwise at our office.
10. No.
11. Noted.
12. See the contract. If no adjustment is required then any outstanding tax will be paid. Please advise if you do not receive a clear section 47 certificate.
13. Noted.
14. The vendor relies on the contract.
15. No.
16. (a) As far as the vendor is aware yes.  
(b) No.  
(c) No.  
(d) If applicable then it has been provided  
(e) If applicable then it has been provided.
17. As to the vendor no.
18. (a)-(f) If applicable this has been provided on the contract or in subsequent communications.
19. (a) It is presumed to adjoining owners.  
(b) No.  
(c) Not applicable.  
(d) No.  
(e) No.
20. Other than as disclosed in the contract, not aware.
21. (a)-(c) Other than as disclosed in the contract, no.
22. (a)-(f) Not as far as the vendor is aware.
23. (a)-(c) The services that are available will have been seen by the purchaser. Other than shown on certificates attached to the contract the vendor does not know the location of these services or of those of adjoining properties.
24. Not that the vendor is aware.
25. Noted.
26. Noted.
27. If applicable this will be provided shortly prior to settlement.
28. Noted.
29. Noted subject to contract.
30. Noted, the vendor however relies on the contract.
31. Not agreed.
32. Noted.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3825/1168751

SEARCH DATE	TIME	EDITION NO	DATE
22/7/2025	11:26 AM	6	29/10/2020

LAND

LOT 3825 IN DEPOSITED PLAN 1168751  
AT MOUNT ANNAN  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1168751

FIRST SCHEDULE

ANALISE SARAH WELLS  
DAVID GINO ASPITE  
AS JOINT TENANTS (T AQ512924)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 W256097 LAND EXCLUDES MINERALS
- 2 DP802842 RIGHT OF CARRIAGEWAY 30 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1000787 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1079537 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 5 DP1142154 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1168751 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 7 DP1168751 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1168751 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 9 DP1168751 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 10 AQ512925 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

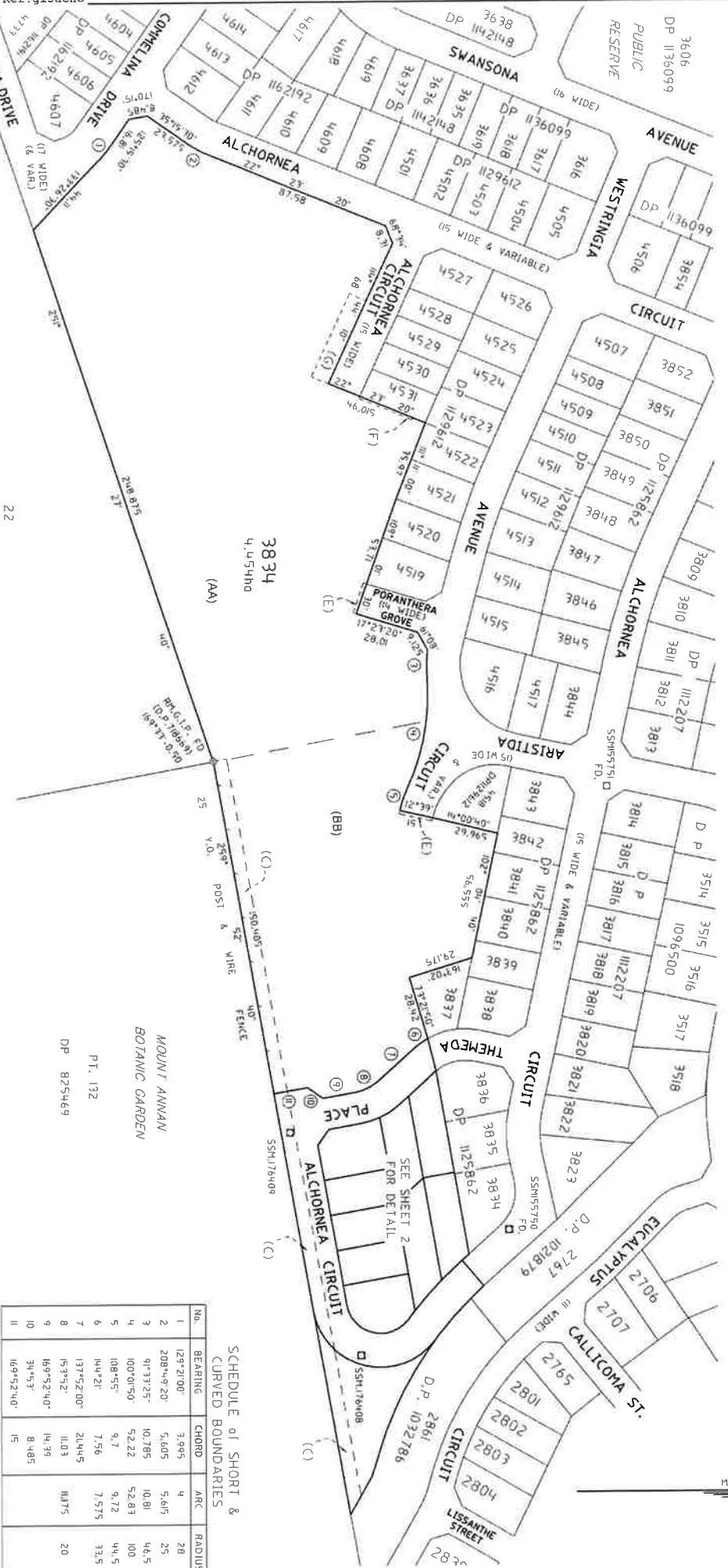
\*\*\* END OF SEARCH \*\*\*

glsachc

PRINTED ON 22/7/2025

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
55812718	293 221.517	6 227 902.695	A	1		SCHEM
55812719	293 201.514	6 227 890.078	C	1		SCHEM
55812720	293 187.155	6 227 886.440	C	1		SCHEM
55812721	292 202.885	6 227 910.154	C	3		SCHEM
55812722	293 202.579	6 227 820.814	C	3		SCHEM
55812723	293 213.687	6 227 789.773	C	3		SCHEM

NSW CO-ORDINATES ADOPTED FROM S.C.I.L.I.S. AS AT 16 MARCH, 2012  
COMBINED SCALE FACTOR - 1.00000 ZONE 56



No.	BEARING	CHORD	ARC	RADIUS
1	129°21'00"	3.995	4	28
2	208°49'20"	5.605	5.615	25
3	91°31'25"	10.785	10.81	46.5
4	100°01'50"	52.22	52.83	100
5	108°55'	9.7	9.72	44.5
6	144°21'	7.56	7.575	33.5
7	137°52'00"	21.445		
8	153°35'2"	11.03	11.75	20
9	169°52'40"	14.39		
10	34°53'	8.485		
11	169°52'40"	15		

SCHEDULE OF SHORT & CURVED BOUNDARIES

- (C) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 6 WIDE (DP1081753)
- (E) EASEMENT TO DRAIN WATER 1.5 WIDE (DP129612)
- (F) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE (DP129612)
- (G) RIGHT OF CARRIAGEWAY 8 WIDE (DP129612)
- (AA) - RESERVATIONS & CONDITIONS IN CORNW GRANT
- LAND EXCLUDES MINERALS - G466475
- RESTRICTIONS ON THE USE OF LAND DP869861
- BENEFITED BY TIGHT OF CARRIAGEWAY 6 WIDE - DP1081753
- BENEFITED BY EASEMENT FOR SERVICES 6 WIDE - DP1081753
- (BB) - LAND EXCLUDES MINERALS W288097
- BENEFITED RIGHT OF CARRIAGEWAY 30 WIDE - DP80842
- RESTRICTIONS ON THE USE OF LAND - DP100787 - DP1078557

Surveyor: Vincent J. Kennedy  
Date of Survey: 20 March, 2012  
Surveyor's Ref: P50309-P38B

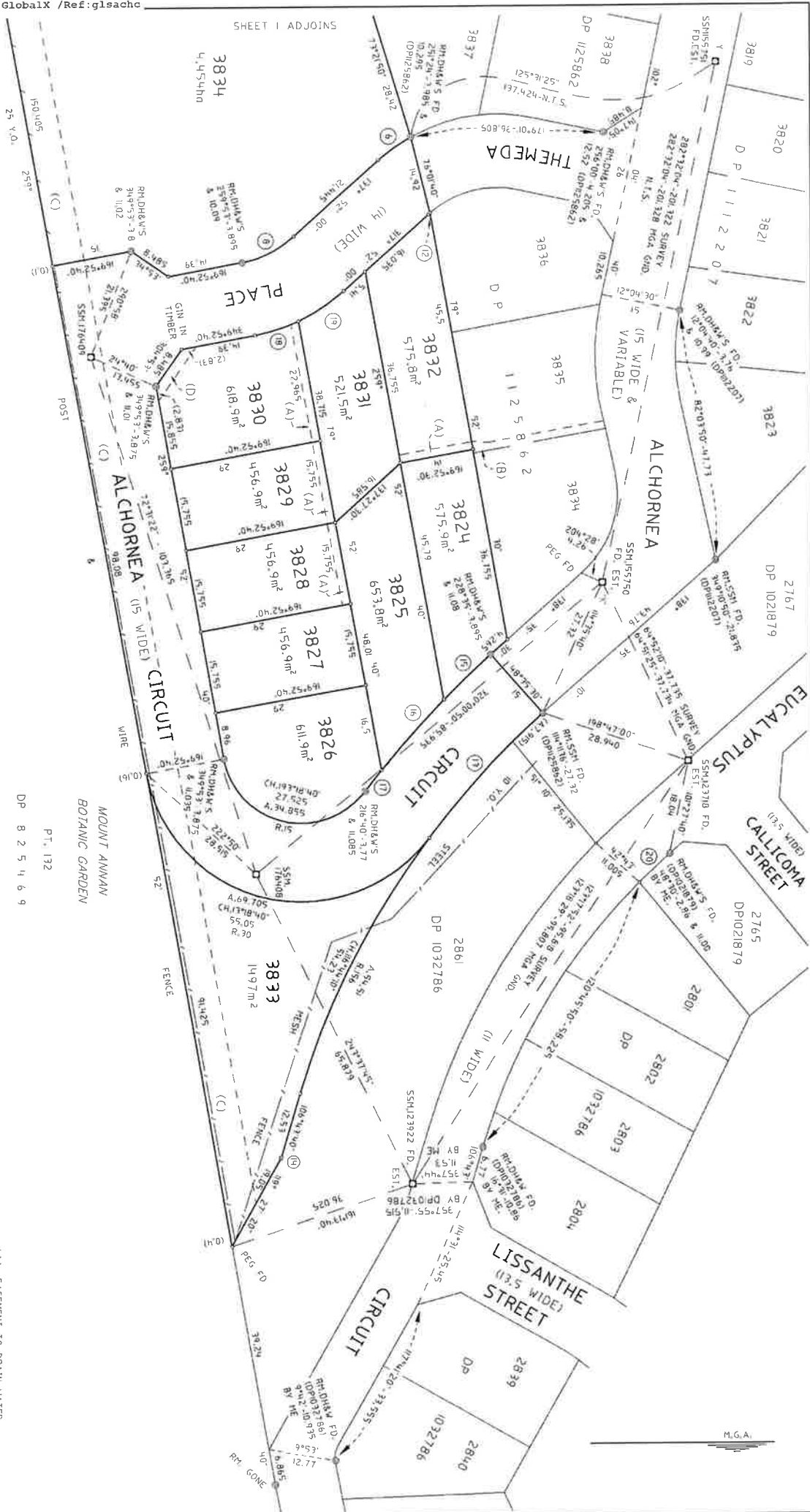
PLAN OF SUBDIVISION OF LOT 4735 IN DP1162191

LGA: CAMDEN  
Locality: MOUNT ANNAN  
Subdivision No: 25 of 2012  
Lengths are in metres Reduction Ratio 1:1250

Registered  
24.05.2012

DP1168751





SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
6	114°21'	7.56	7.57	33.5
8	153°52'	11.03	11.17	20
12	318°31'	0.47	0.47	19.5
13	132°40'15"	32.49	32.245	156
14	113°05'30"	0.335	0.335	15
15	136°31'	12.4	12.4	171
16	131°25'20"	17.875	17.875	171
17	127°36'	5.06	5.06	34
18	342°33'	8.66	8.705	311
19	326°32'	10.25	10.29	311
20	136°42'	7.92	7.925	120

Surveyor: Vincent J. Kennedy  
Date of Survey: 20 March 2012  
Surveyor's Ref: P50309-P386

PLAN OF SUBDIVISION OF LOT 4735 IN DP1162191

LGA: CAMDEN  
Locality: MOUNT ANNAN  
Subdivision No: 25 of 2012  
Lengths are in metres. Reduction Ratio 1:500

Registered  
24.05.2012

DP1168751

- (A) EASEMENT TO DRAIN WATER 1/5 WIDE
- (B) EASEMENT TO DRAIN WATER 1/5 WIDE & VARIABLE (DP125862)
- (C) RIGHT OF CARPIAGEWAY & EASEMENT FOR SERVICES 6 WIDE (DP1081751)
- (D) POSITIVE COVENANT

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE.
2. POSITIVE COVENANT.
3. RESTRICTION ON THE USE OF LAND.
4. RESTRICTION ON THE USE OF LAND.
5. RESTRICTION ON THE USE OF LAND.
6. RESTRICTION ON THE USE OF LAND.

RELEASE;

1. EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE CREATED BY DP1125862 (PARTIAL).

IT IS INTENDED TO DEDICATE THE EXTENSION OF THEMEDA PLACE TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE THE EXTENSION OF ALCHORNEA CIRCUIT TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO THE RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 6 WIDE CREATED BY DP1081753.

(CONTINUED ON PAGE 2)...

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

## 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')

*N. Maguire*  
\* Authorised Person/General Manager/Accredited Certifier

Consent Authority:.....  
Date of Endorsement:.....**Camden Council**  
Accreditation no:.....  
Subdivision Certificate no:.....**25 of 2012**  
File no:.....**DA 314/2006**

\* Delete whichever is inapplicable.

# DP1168751

Registered:  24.05.2012

Title System: **TORRENS**

Purpose: **SUBDIVISION**

## PLAN OF SUBDIVISION OF LOT 4735 IN DP1162191.

LGA: CAMDEN

Locality: MOUNT ANNAN

Parish: NARELLAN

County: CUMBERLAND

## Surveying & Spatial Information Regulation, 2006

I, Vincent Jonathon Kennedy of Youdale Strudwick & Co. P/L Suite 4, 114 Hampden Rd Artarmon. Fax 9419 4762 a surveyor registered under the Surveying & Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying & Spatial Information Regulation, 2006 and was completed on: 20 March 2012

The survey relates to lots 3824 to 3833. lot 3834 is compiled (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *V. Kennedy* Dated **29/3/12**  
Surveyor registered under the Surveying & Spatial Information Act, 2002

Datum Line: "X-Y"  
Type: Urban/Rural

## Plans used in the preparation of survey/compilation

DP718669, DP1021879, DP1032786, DP1112207, DP1125862, DP1129612, DP1162191.

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

SURVEYOR'S REFERENCE: P50309-P38B

\* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 4735 IN  
DP1162191.

DP1168751

Registered:



24.05.2012

Subdivision Certificate No:

25 of 2012

Date of Endorsement:

2nd May 2012

SIGNED BY ME

Richard Wood

AS DELEGATE OF LANDCOM I HEREBY CERTIFY  
THAT I HAVE NO NOTICE OF REVOCATION OF  
SUCH DELEGATION.

IN THE PRESENCE OF

Richard G. Williams

Landcom

Level 2, 330 Church St  
Parramatta NSW

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919

Lengths are in Metres

(Sheet 1 of 1 sheet)

PART 1

Plan:

*DP802842*

Of Subdivision of Lot 2, DP  
590370, Lot 2, DP 590369, Lot 102,  
DP 718669 and Lot 12, DP  
covered by Council Clerk's  
Certificate No.

Full Name and Address of  
Proprietor of the land:

Macarthur Development Corporation  
Kellicar Road & Bolger Street  
CAMPBELLTOWN NSW 2560

1. Identity of Easement firstly  
referred to in abovementioned plan:

Right of carriageway 6 wide and  
variable

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

201

202 & 203

2. Identity of Easement secondly  
referred to in abovementioned plan:

Right of carriageway 3 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

201

203

203

201

3. Identity of Easement thirdly  
referred to in abovementioned plan:

Right of carriageway 30 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

204

Lot 13, DP 787348 & Lots 101 &  
107, DP 718669

PART 2

Name of Person empowered to release, vary or modify restrictions Thirdly referred  
to in the abovementioned Plan:

The Council of the Municipality of Camden

*[Signature]*  
Signed by me BARRY LIONEL SHIELDS as  
delegate of the Macarthur Development Corpora-  
tion, and hereby certify that I have no notice of  
the revocation of such delegation.

*[Signature]*

*Barbara Dole*

*A. F. Kelly*  
*D. G. Smith*

REGISTERED  26-6-1990

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 27th June, 1990



10	20	30	40	50	60	70	Table of mm	110	120	130	140
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RP 44



W256097

# RESUMPTION APPLICATION

SECTION 31A (3), REAL PROPERTY ACT, 1900  
(See Instructions for Completion on back of form)

RA

C 1 of 1  
\$33

B  
R11

DESCRIPTION  
OF LAND  
Note (a)

Torrens Title Reference	If part only, delete Whole and give details	Location
101/718669 503/709630 505/709630	WHOLE	NARELLAN
NEW SOUTH WALES LAND AND HOUSING CORPORATION,		OFFICE USE ONLY OVER

APPLICANT  
Note (b)

Note (c)

Note (d)

Note (e)

(the abovenamed Applicant) in consequence of the resumption notified in Government Gazette dated 21st February, 1986, hereby applies to the Registrar General (i) to make all such recordings in the Register as may be necessary to give effect to the resumption so far as it relates to the land above described and (ii) to issue a new Certificate of Title for the resumed land.

HOUSING ACT, 1976, PUBLIC WORKS ACT, 1912, AS AMENDED

ACQUISITION OF LAND FOR THE PURPOSES OF THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

IT is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that in pursuance of the Provisions of section 12 of the Housing Act, 1976, so much of the lands described in the First Schedule hereunder as is Crown land is hereby appropriated, and so much of the said lands as is private property is hereby resumed, under the Public Works Act, 1912, as amended, for the purposes of the Housing Act, 1976, and that the said lands are vested in the New South Wales Land and Housing Corporation excepting the mines and minerals and easements described in the Second Schedule hereto, which are excepted from the vesting.

## FIRST SCHEDULE

All those pieces or parcels of land situate at Narellan, in the Municipality of Camden, Parishes of Narellan and St Peter, County of Cumberland, and being lot 101 in Deposited Plan 718669 and lots 503 and 505 in Deposited Plan 709630.

## SECOND SCHEDULE

- (a) All mines and minerals contained therein.
- (b) Easement for transmission line see J476019.
- (c) Easement for transmission line see K135418.
- (d) Easement for transmission line see L703318.
- (e) Easement for transmission line see L995283.
- (f) Easement for transmission line see M148016.

Dated at Sydney, this 19th day of February, 1986.

DATE OF APPLICATION ..... March, 1986 .....

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.  
Signed in my presence by the authorised officer of the applicant

J.A. ROWLAND, Governor.

By His Excellency's Command

F.J. WALKER, Minister for Housing.

EXECUTION  
Note (f)

*Michael Tooher*  
Signature of Witness  
MICHAEL TOOHER  
Name of Witness (BLOCK LETTERS)

22 Coventry Road, Homebush (Public Servant)  
Address and occupation of Witness

*Leo Michael Zande*  
LEO MICHAEL ZANDE  
AUTHORISED OFFICER  
LAND AND HOUSING CORPORATION  
Signature of authorized officer

TO BE COMPLETED  
BY LODGING PARTY  
Notes (g)  
and (h)

LODGED BY Department of Housing, Landcom Town Hall House, Sydney Square, Sydney. Phone: 267-1955 Delivery Box Number 984A		DOCUMENTS LODGED C/T, Narellan 101/718669 503/709630 505/709630	
Extra Fee	Checked by <i>RF16</i>	REGISTERED - 1 MAY 1986	3CT NOCT

OFFICE USE ONLY

Registrar General

RP 44

# INSTRUCTIONS FOR COMPLETION

Use this form where the land resumed is under the provisions of the Real Property Act, 1900.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the applicant.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.

The following instructions relate to the side notes on the form.

## (a) Description of land.

(i) **TORRENS TITLE REFERENCE**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land subject of this application, e.g., 135/SP12145 or Vol. 8514 Fol. 12A.

(ii) **PART/WHOLE**—If part only of the land in the folio of the Register is the subject of the application, delete the word "Whole" and insert the lot and plan number, portion, &c.

(iii) **LOCATION**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Ross.

(b) State the name of Authority in which the land is vested.

(c) Show date and folio number of the Gazette notification.

(d) Delete this clause if the issue of a new certificate of title is not required.

(e) Insert a copy of the Gazette Notification. If the space provided is insufficient for this purpose, use an annexure sheet (identified as such) of the same size and quality of paper as this form.

## (f) Execution.

The certificate of correctness under the Real Property Act, 1900 must be signed by an authorised officer of the applicant who should execute the dealing in the presence of an adult witness to whom he is personally known.

Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

(g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(h) If any document is lodged with this application, record in DOCUMENTS LODGED panel.

## OFFICE USE ONLY

DIRECTION: PROP No. OF NAMES:		FIRST SCHEDULE DIRECTIONS			
(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) 1	(E) NAME AND DESCRIPTION	
		S		NEW SOUTH WALES LAND AND HOUSING CORPORATION	
SECOND SCHEDULE AND OTHER DIRECTIONS					
(F) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K) DETAILS	
503/709630	SET	GRN			
	OFF	AA	H859803		
	OFF	EA	DP518633		
	ON	AA		Land excludes minerals	
505/709630	SET	GRN			
	OFF	CV	K965068		
	ON	AA		Land excludes minerals	
101/718669	SET	GRN			
	OFF	AA			
	OFF	EA	F213126		
	OFF	EB	F213126		
	OFF	CV	K305366		
	OFF	CV	K390198		
	OFF	CV	K459791		
	OFF	CV	K576301		
	OFF	EA	DP233953		
	OFF	EB	DP233953		
	OFF	FA	L322335		
	OFF	RU	Q919262		
	OFF	EA	T934137		
	ON	AA		Land excludes minerals	



**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

DP 802842

SURVEYOR'S REFERENCE. 461/BB-5680/H

RIGHT OF CARRIAGEWAY 10' WIDE

(Y) EXCLUDES MINERALS - 6466474

Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 27th June, 1990



15	20	30	40	50	60	70	Table of mm	110	120	130	140
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Sheet 1 of 7)

Plan: **DP1168751**

Subdivision of Lot 4735 in DP1162191  
 covered by Council Subdivision  
 Certificate No. 25 of 2012

Full name and address of the owner  
 of the land:

Landcom  
 PO Box 237  
 Parramatta NSW 2150  
 ABN 79 268 260 688

**PART 1**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide.	3832 3830 3829 3828	3831. 3829, 3828, 3827. 3828, 3827. 3827.
2	Positive Covenant	3830	Camden Council
3	Restriction on the Use of Land	Each and every lot except lots 3833 & 3834.	Each and every other lot except lots 3833 & 3834.
4	Restriction on the Use of Land	3824, 3825, 3828, 3829 & 3831	Camden Council
5	Restriction on the Use of Land	Each and every lot except lots 3833 & 3834.	Camden Council
6	Restriction on the Use of Land	3824, 3825, 3831, 3832	Camden Council

**PART 1A**

Number of item shown in the intention panel on the plan.	Identity of easement or profit à prendre, to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide and variable created by DP1125862 (Partial)	3835 in DP1125862	Each and every lot except lots 3831 & 3832

  
 Council Authorised Person

Plan: **DP1168751**

Subdivision of Lot 4735 in DP1162191  
covered by Council Subdivision  
Certificate No. 2504 2012

## PART 2

### Terms of the Easement firstly referred to in the abovementioned plan.

As per Schedule 8 of the Conveyancing Act, 1919, and in addition,

For the purpose of protection against overland stormwater flows:

The Registered Proprietor for the time being of the land hereby burdened shall not alter the surface levels of the ground within that part of the land designated (A) on the abovementioned plan and shall not erect any form of fencing within the same designated area unless such fencing is of an open form so as not to disrupt or divert the overland flow of stormwater.

### Terms of the Positive Covenant secondly referred to in the abovementioned plan.

For the purpose of street sign maintenance:

- (a) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the street name sign erected within that part of the land designated (D) is not removed or altered in any way,
- (b) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the aforesaid street name sign is maintained in good order at all times to the satisfaction of Camden Council and Landcom.

### Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan:

- 1. (a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.

  
Council Authorised Person

Plan: **DP1168751**

Subdivision of Lot 4735 in DP1162191  
covered by Council Subdivision  
Certificate No. 25 of 2012

(b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):

of less than 140 square metres where that land area is 650 square metres or greater,

of less than 120 square metres where the land area is 550 square metres or more but less than 650 square metres,

of less than 110 square metres where the land area is less than 550 square metres.

2. 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.
3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. 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.
5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber in-fill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) 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 6 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 forward of a line parallel to and distant 10 metres forward of the rear boundary.

6. Where the burdened lot is a corner lot, no fence comprised of materials other than lapped and capped paling, brick, stone, brushwood or

  
Council Authorised Person

Plan: **DP1168751**

Subdivision of Lot 4735 in DP1162191  
covered by Council Subdivision  
Certificate No. 25 of 2012

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 bounded by a line parallel to and distant 10 metres forward of the rear boundary, the street side alignment of the main building, the rear boundary and a line parallel to and distant 3 metres inside the side street boundary. All such fencing shall be erected in strict compliance with Camden Council Development Control Plan 2011.

7. 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.
8. Where any timber boundary fence has been erected by Landcom at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of Landcom in writing being first obtained.
9. 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.
10. 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.

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

  
Council Authorised Person

Plan: **DP1168751**

Subdivision of Lot 4735 in DP1162191  
covered by Council Subdivision  
Certificate No. 25 of 2012

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

No building shall be constructed on the land burdened being a filled lot 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 and approved by Camden Council.

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

- (a) No trees or shrubs shall be planted or cultivated on the land hereby burdened, unless such trees and shrubs are Australian natives,
- (b) No building shall be constructed on the land hereby burdened UNLESS the footings/foundations have been designed by a suitably qualified Civil/Structural Engineer.

For the purposes of salinity management, no dwelling shall be erected or permitted to remain on any lot burdened UNLESS;

- (c) a layer of sand at least 50 millimetres in depth is placed under the foundations of any building having slab on ground foundations to prevent water seepage and disturbance of the damp proof course,
- (d) damp proof courses are in the form of moisture proof membranes in accordance with AS 2870-1996 (part 5.3.3.1) and placed to extend up to ground level at slab and footing edges. On sloping sites, where a large number of bricks occur below the damp course an additional damp course should be placed above ground level. All buildings are to include a continuous waterproof membrane directly beneath concrete slabs and footings in concert with a full width damp course at a low level,
- (e) brick and block types are exposure rated and selected for suitability for a saline environment,
- (f) cements are selected for their sulphate resisting properties and concrete slabs constructed to a minimum of 65mm cover for strip or slab reinforcement for a saline environment to restrict reinforcing steel from corrosion. Concrete slabs are to be cured for a minimum of seven (7) days,

  
Council Authorised Person

Plan: **DP1168751**

Subdivision of Lot 4735 in DP1162191  
covered by Council Subdivision  
Certificate No. 25 of 2012

- (g) in areas of sloping ground the top of the soil profile is treated with gypsum to enhance resistance to dispersive erosion during construction,
- (h) a 100 millimetre thickness of sand/silty sand or mulch is incorporated into landscaped areas to act as an evaporation break layer,
- (i) drainage of the building perimeter including subsoil drainage is installed to prevent water pondage or water logging of the soil in the vicinity of the building.

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

No building shall be constructed on the land hereby burdened UNLESS it complies with the requirements detailed on the De Angelis Taylor Master Plan numbered 27001 AO1 & 2 dated February 2007 appended to Camden Council Notice of Determination of Development Application No. 314/2006 issued on the 26<sup>th</sup> of June 2007 or is otherwise approved by Camden Council.

**Name of person or authority empowered to release, vary or modify the Easements, Restrictions or Covenants firstly, secondly, fourthly, fifthly and sixthly referred to in the abovementioned plan.**

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

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

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

  
Council Authorised Person

(Sheet 7 of 7)

Plan: **DP1168751**

Subdivision of Lot 4735 in DP1162191  
covered by Council Subdivision  
Certificate No. 25 of 2012

Signed by Richard Wood  
as a delegate of Landcom who hereby  
declares that he has no notice of the  
revocation of the delegation  
in the presence of:

Richard Wood  
Landcom by its delegate.

R.G. Williams

Signature of witness

Richard Guy Williams

Name of witness

c/- Landcom

Level 2, 330 Church Street

Parramatta NSW 2150

A. Magson  
Council Authorised Person

REGISTERED



24.05.2012

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

Lengths are in metres

(Sheet 1 of 10 Sheets)

**DP1000787**

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. 22/99

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

New South Wales Land and  
Housing Corporation  
PO Box 237  
PARRAMATTA NSW 2150

**PART 1**

1. **Identity of Easement firstly  
referred to in the  
abovementioned plan:** Easement to Drain Water 1.5 wide.

**Schedule of lots etc affected**

**Lots burdened:**

2001  
2002  
2003  
2004  
2005  
2009  
2008  
2018  
  
2017  
2016  
2015  
2014  
2013  
2011  
2027  
2028  
2029  
2036  
2035

**Lots, name of road or authority  
benefited:**

2006, 2005, 2004, 2003, 2002  
2006, 2005, 2004, 2003  
2006, 2005, 2004  
2006, 2005  
2006  
2008, 2007  
2007  
2011, 2012, 2013, 2014, 2015, 2016,  
2017, 2019  
2011, 2012, 2013, 2014, 2015, 2016  
2011, 2012, 2013, 2014, 2015  
2011, 2012, 2013, 2014  
2011, 2012, 2013  
2011, 2012  
2012  
2030, 2029, 2028  
2030, 2029  
2030  
2031, 2032, 2033, 2034, 2035  
2031, 2032, 2033, 2034

.....  
Council Authorised Person





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

Lengths are in metres

(Sheet 2 of 10 Sheets)

Plan: *D. P. 1000787*

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. *22/99*

2034	2031, 2032, 2033
2033	2031, 2032
2032	2031
2043	2078, 2079, 2080
2080	2078, 2079
2079	2078
2047	2049, 2048
2048	2049
2051	2050
2077	2065, 2066, 2067
2067	2065, 2066
2066	2065
2069	2068

2.

**Identity of Restriction secondly referred to in the abovementioned plan:**
- Restriction on the Use of Land**

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
Each and every lot except lot 2082	Each and every other lot except lot 2082

.....  
Council Authorised Person





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

Lengths are in metres

(Sheet 3 of 10 Sheets)

Plan: **D.P. 1000787**

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. **22/99**

**3. Identity of Restriction thirdly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

2001, 2002, 2003, 2004, 2005,  
2006, 2007, 2008, 2009

Camden Council

**4. Identity of Restriction fourthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

2001

Camden Council

**5. Identity of Covenant fifthly  
referred to in the  
abovementioned plan:**

Positive Covenant

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

2006, 2010, 2012, 2027, 2036,  
2037

Camden Council

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Council Authorised Person



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

Lengths are in metres

(Sheet 4 of 10 Sheets)

Plan: D.P. 1000787

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. 22/99

6. **Identity of Easement sixthly  
referred to in the  
abovementioned plan:**

Easement for Padmount Substation  
2.75 wide.

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

2006

Integral Energy Australia

**PART 1A**

1. **Identity of Easement to be  
released and firstly referred to  
in the abovementioned plan:**

Easement to Drain Water 1.5 wide.  
D.P. 880879

**Schedule of lots etc. affected**

**Lots burdened by existing  
easement:**

**Lots, name of road or authority  
benefited by existing easement:**

Lot 1907 in DP 880879

Each and every lot except 2007, 2008,  
2009

Lot 1951 in DP 880879

Each and every lot except 2011, 2012,  
2013, 2014, 2015, 2016, 2017, 2018,  
2019

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 5 of 10 Sheets)

Plan: DP 1000787

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No 22/99

**PART 2**

**2. Terms of Restrictions on the Use of Land secondly referred to in the  
abovementioned plan:**

1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials and the proportion of the combined areas of timber and/or glass and/or fibre cement panelling or boarding shall not in the case of a single storey building exceed 25% of the total area of the external walls and in the case of a building having more than one storey, 40% thereof: PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.

b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):

of less than 140 square metres where that land area is 650 square metres or greater,

of less than 120 square metres where the land area is 550 square metres or more but less than 650 square metres,

of less than 110 square metres where the land area is less than 550 square metres.

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 6 of 10 Sheets)

Plan: **D. P. 1000787**

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. *22/99*

2. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as a "flat roof" or 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, or such other material as may be approved by the New South Wales Land and Housing Corporation in its absolute discretion.
3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. No main building shall be erected on each burdened lot unless it has an attached garage and such garage shall have a minimum floor area of 16 square metres.
5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber infill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) 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 6 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 forward of a line parallel to and distant 10 metres forward of the rear boundary.

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 7 of 10 Sheets)

Plan: D.P. 1000787

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. 22/99

6. 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 on or adjacent to the side street boundary within the area bounded by a line parallel to and distant 10 metres forward of the rear boundary, the street side alignment of the main building, the rear boundary and the side street boundary.
7. No fence constructed with aluminium sheeting or fibre cement or asbestos 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.
8. Where any timber boundary fence has been erected by the New South Wales Land and Housing Corporation at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of the New South Wales Land and Housing Corporation in writing being first obtained.

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 8 of 10 Sheets)

Plan: **D P. 1000787**

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. *22/99*

9. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to the New South Wales Land and Housing Corporation 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 the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
10. 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 the New South Wales Land and Housing Corporation or its successors.

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

**3. Terms of Restrictions on the Use of Land thirdly referred to in the abovementioned 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 geo-technical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

.....  
Council Authorised Person





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

Lengths are in metres

(Sheet 9 of 10 Sheets)

Plan: DP 1000787

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No 22/99

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

- (a) No excavation shall be carried out on the land hereby burdened without the prior written consent of Camden Council.
- (b) No building shall be erected or permitted to remain on the land hereby burdened which has a floor of any habitable room below a level of 115.80 relative to Australian Height Datum

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

For the purpose of street sign maintenance:

- (a) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the street name sign erected within that part of the land designated (B) is not removed or altered in any way,
- (b) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the aforesaid street name sign is maintained in good order at all times to the satisfaction of Camden Council and the New South Wales Land and Housing Corporation.

**Name of person or authority empowered to release vary or modify the Easements  
or Restrictions firstly, thirdly and fourthly referred to in the abovementioned plan.**

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

.....  
Council Authorised Person



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

Lengths are in metres

(Sheet 10 of 10 Sheets)

Plan: D.P. 1000787

Subdivision of Lot 2602 in DP 882676  
covered by Council Certificate No. 22/99

**Name of person or authority empowered to release vary or modify the  
Restrictions secondly referred to in the abovementioned plan.**

The New South Wales Land and Housing Corporation. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Positive  
Covenant fifthly referred to in the abovementioned plan.**

The Council of Camden together with the New South Wales Land and Housing Corporation. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Easement  
sixthly referred to in the abovementioned plan.**

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

SIGNED by DOMINIC JOSEPH SIDOTI  
as delegate of the New South Wales  
Land and Housing Corporation who  
hereby declares that he has no notice  
of the revocation of the delegation  
in the presence of:



.....  
New South Wales Land and  
Housing Corporation by  
its delegate.



Witness DAVID PAUL TERREY

.....  
Council Authorised Person



### SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	119°10'0"	16,185		16	150°49'30"	16,105	16,734	24,55	31	68°34'00"	8,311		
2	71°10'00"	16,417		17	165°27'30"	9,625			32	61°08'00"	9,255		
3	89°36'50"	7,552		18	202°00'00"	11,668			33	91°33'30"	10,785	10,81	46,5
4	38°27'30"	13,61		19	112°00'00"	16			34	100°01'50"	52,22	52,83	100
5	37°2'30"	12,325		20	22°00'00"	13,795			35	108°54'40"	9,7	9,72	44,5
6	146°3'30"	28,28	28,825	21	55°59'00"	9,95			36	76°0'40"	14,92		
7	165°50'20"	0,39		22	79°50'40"	8,6	8,645	24,5	37	138°35'00"	4,265		
8	208°57'50"	8,76		23	98°5'30"	3,885			38	48°35'30"	15		
9	149°30'30"	15,31		24	202°42'00"	7,475	7,418	50	39	122°39'30"	85,64	86,755	156
10	8°35'50"	55,875		25	198°25'30"	1,865			40	106°43'40"	12,53		
11	27°4'55'30"	6,975	56,24	26	117°50'00"	14,19			41	119°05'30"	0,395	0,395	1,5
12	220°35'00"	18,375		27	46°52'40"	24,455	25,21	29,5	42	119°27'20"	19,045	446,21	
13	30°35'00"	27,32		28	114°58'00"	16,105			43	30°04'20"	49,695	751,9	
14	39°12'20"	13,585		29	22°23'20"	14,125			44	184°59'20"	28,9		
15	308°32'20"			30	22°23'20"	11,6							

M.G.A. CO-ORDINATES						
SURVEYING REGULATION, 2006. CLAUSE 6(R2) and CLAUSE 35(1)(b)						
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
SSN 82397	292 629.062	6 228 689.524	C	3	CAD	SCMS
SSN 10496	291 175.892	6 227 984.204	C	3	SCMS	SCMS
SSN 10455	293 284.811	6 228 082.007	C	3	SCMS	SCMS
SSN 55750	293 187.272	6 227 886.158	C	N/A	CAD	TRAVI
SSN 153255	292 764.895	6 228 105.616	C	N/A	CAD	TRAVI
SSN 166508	292 515.504	6 228 005.811	C	N/A	CAD	TRAVI
SSN 664910	292 666.808	6 227 887.148	C	N/A	CAD	TRAVI
SSN 664917	292 599.870	6 227 916.599	C	N/A	CAD	TRAVI
SSN 664978	292 623.352	6 227 986.752	C	N/A	CAD	TRAVI

MGA CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 15 OCTOBER, 2009  
COMBINED SCALE FACTOR = 1.00011 ZONE 56



SCHEDULE OF REFERENCE MARKS	
RM	DESCRIPTION
RM1	BEARING & DISTANCE
RM1	HW 35+00 - 27.1
RM2	5594.955790 TO 10 P. 022073
RM2	0.4 H.A.S. TO 10 P. 022062
RM3	0.4 H.A.S. TO 10 P. 022062
RM3	12-30 - 3.995 & 10.295
RM4	0.4 H.A.S. TO 10 P. 022062
RM4	2097.01 TO 1-1995 & 10.075
RM5	22.911 - 3.95
RM6	5594.9606 TO 10 P. 022062
RM6	0.4 H.A.S. TO 10 P. 022062
RM6	2097.23 - 1.995 & 10.01

- (K) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE (D:PJ129612)
- (P) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 6 WIDE (D:PJ087513)
- (Q) EASEMENT FOR TRANSMISSION LINE 40 WIDE & VARIABLE (Q264577)
- (R) EASEMENT TO DRAIN WATER 1.5 WIDE (Q:PJ129612)
- (T) RIGHT OF CARRIAGEWAY 8 WIDE (D:PJ129612)

(2) RESTRICTION ON THE USE OF LAND (DP1079537)  
LAND EXCLUDES MINERALS (W255097)  
BENEFITED BY RIGHT OF CARRIAGEWAY 30 WIDE (DP802842)  
RESTRICTION ON THE USE OF LAND (DP1000787)

(U) RESERVATIONS AND CONDITIONS IN CROWN GRANT LAND EXCLUDES MINERALS (G466475)  
RESTRICTION ON THE USE OF LAND (DP6965611)  
BENEFITED BY  
- RIGHT OF CARRIAGEWAY 6 WIDE (DP1081753)  
- EASEMENT FOR SERVICES 6 WIDE (DP1081753)

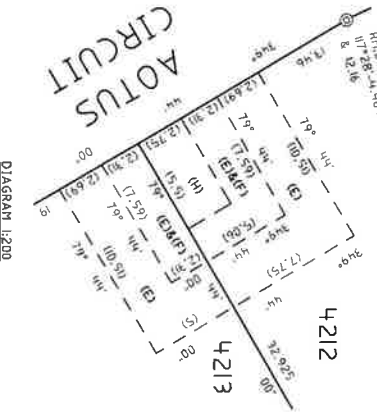
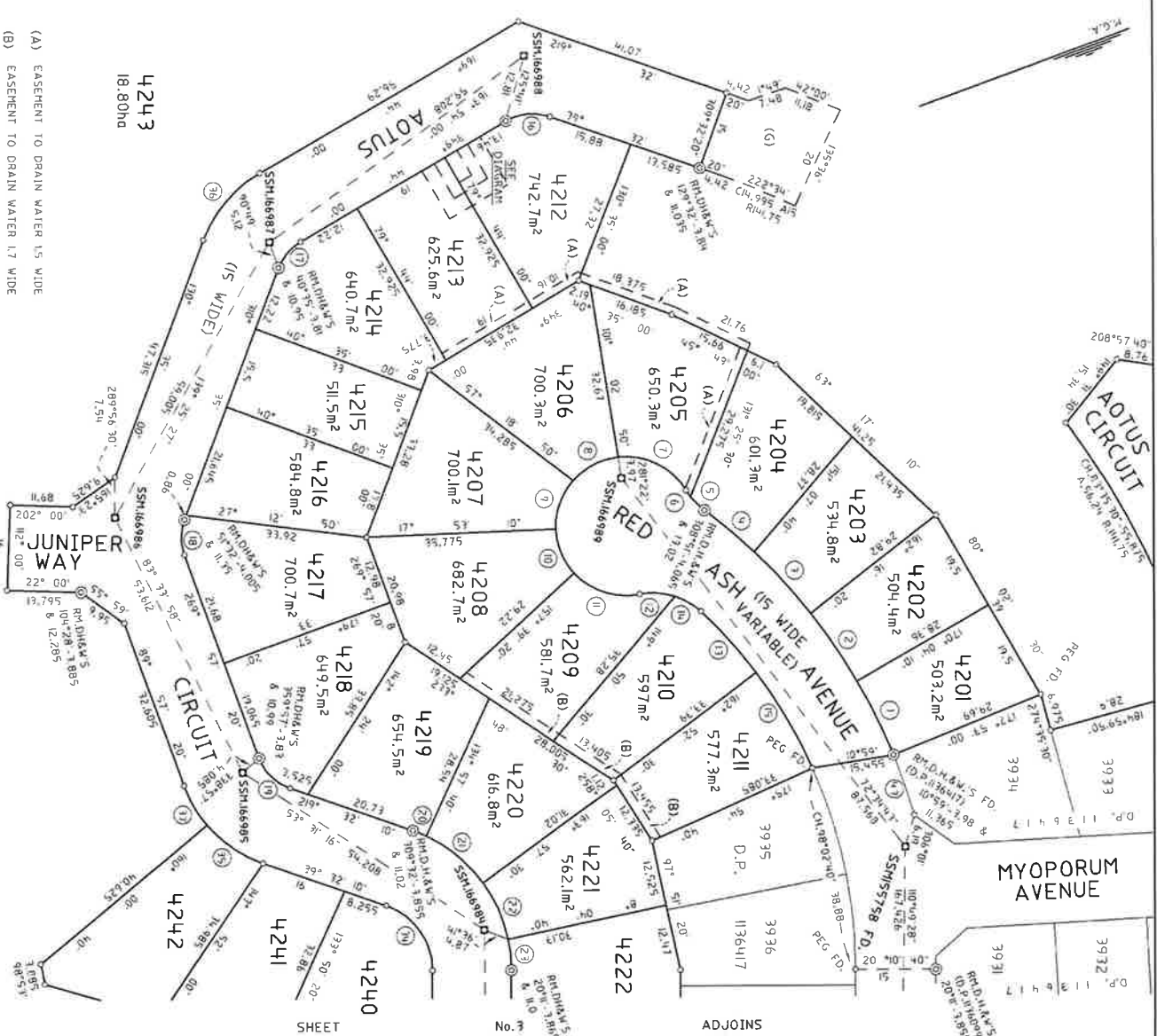
Surveyor: Vincent J. Kennedy  
Date of Survey: 29 October 2009  
Surveyor's Ref: P50309 - P42

PLAN OF SUBDIVISION OF LOT 3639 IN D.P. 1142148

LGA. CAMDEN  
Locality: MOUNT ANNAN  
Subdivision No: 50 of 2009  
Lengths are in metres. Reduction Ratio 1:3000

Registered  
13.1.2010

⑤ DP1142154



SCHEDULE OF CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
1	263°51'00"	15.5	15.515	107.5
2	255°39'00"	15.5	15.515	107.5
3	247°19'00"	15.75	15.765	107.5
4	239°51'20"	12.225	12.235	107.5
5	244°32'50"	3.595	3.61	13
6	255°49'00"	1.505	1.505	13
7	226°20'00"	14.085	14.085	13
8	172°23'40"	9.375	9.59	13
9	129°34'20"	9.61	9.84	13
10	87°46'20"	8.94	9.13	13
11	38°19'00"	12.74	13.375	13
12	23°41'00"	6.6	6.675	13
13	66°40'00"	15.495	15.51	92.5
14	50°49'50"	5.6	5.645	13
15	79°23'40"	8.42	21.045	92.5
16	14°38'00"	8.69	8.69	10
17	330°09'00"	6.365	6.49	9.5
18	290°16'00"	6.595	6.735	9.5
19	244°44'50"	8.09	8.36	9.5
20	222°14'50"	2.65	2.65	28
21	239°27'30"	14.02	14.17	28
22	266°00'00"	11.7	11.79	28
23	284°07'40"	5.9	5.91	28
34	74°51'30"	15.07	16.07	13
35	54°38'10"	12.765	12.915	24.5
36	150°09'30"	16.45	16.74	24.5
37	75°50'40"	8.6	8.645	24.5
43	271°15'20"	12.01	12.015	107.5

SURVEYING REGULATION, 2006 CLAUSE 6(2) and CLAUSE 35(1)(b)				
M.G.A.	CO-ORDINATES			
MARK	EASTING	NORTHING	CLASS	ORDER
SSM166958	292 466.613	6 228 048.273	C	N/A
SSM166988	292 454.203	6 227 968.818	C	N/A
SSM166985	292 410.616	6 227 976.590	C	N/A
SSM166986	292 371.142	6 227 976.592	C	N/A
SSM166987	292 318.962	6 227 975.399	C	N/A
SSM166988	292 302.542	6 228 032.285	C	N/A
SSM166989	292 381.312	6 228 022.055	C	N/A

MGA CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 15 OCTOBER, 2009  
COMBINED SCALE FACTOR = 1.00011 ZONE 56

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT TO DRAIN WATER 1.7 WIDE
- (E) RESTRICTION ON THE USE OF LAND
- (F) RESTRICTION ON THE USE OF LAND
- (G) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (H) EASEMENT FOR PANDOUNT SUBSTATION

4243  
18.80ha

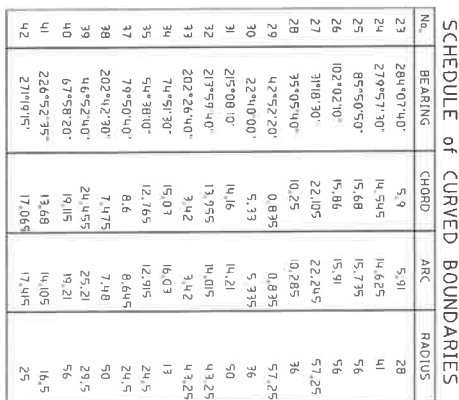
Surveyor: Vincent J. Kennedy  
Date of Survey: 28 October 2009  
Surveyor's Ref: P50308-P42

PLAN OF SUBDIVISION OF LOT 3639 IN D.P.1142148

LGA: CAMDEN  
Locality: MOUNT ANNAN  
Subdivision No: 50 of 2009  
Lengths are in metres, Reduction Ratio 1.500



DP1142154



SURVEYING REGULATION, 2006 CLAUSE 6(2) and CLAUSE 35(X)(b)						
M.G.A.	CO-ORDINATES					
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
55M124954	292 570.05	6 227 822.294	C	N/A	CAD. TRAV	FOUND
55M157578	292 466.863	6 228 048.273	C	N/A	CAD. TRAV	FOUND
55M166970	292 529.478	6 227 837.478	C	N/A	CAD. TRAV	FOUND
55M166978	292 529.478	6 227 989.336	C	N/A	CAD. TRAV	FOUND
55M166978	292 527.352	6 227 989.752	C	N/A	CAD. TRAV	FOUND
55M166978	292 529.478	6 227 942.700	C	N/A	CAD. TRAV	PLACED
55M166978	292 529.478	6 227 942.700	C	N/A	CAD. TRAV	PLACED
55M166978	292 529.478	6 227 942.700	C	N/A	CAD. TRAV	PLACED

MGA CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 15 OCTOBER, 2003  
COMBINED SCALE FACTOR = 1.00011 ZONE 56

COMBINED SCALE FACTOR = 1.00011 ZONE 56

NE 56

(A) EASEMENT TO DRAIN WATER 1.5 WIDE  
(B) EASEMENT TO DRAIN WATER 1.7 WIDE  
(C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D.P.1142148)  
(D) POSITIVE COVENANT

Surveyor: Vincent J. Kennedy  
Date of Survey: 29 October 2009  
Surveyor's Ref: P50309 - P42

PLAN OF SUBDIVISION OF LOT 3639 IN D.P. 142148

LGA: CAMDEN  
Locality: MOUNT ANNAN  
Subdivision No: 50 of 2009  
Lengths are in metres. Reduction Ratio 1:5000

Registered  
13 1 2010

DP1142154

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE.
2. EASEMENT TO DRAIN WATER 1.7 WIDE.
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.
4. POSITIVE COVENANT.
5. RESTRICTION ON THE USE OF LAND.
6. RESTRICTION ON THE USE OF LAND.
7. RESTRICTION ON THE USE OF LAND.
8. RESTRICTION ON THE USE OF LAND.
9. RESTRICTION ON THE USE OF LAND.
10. RESTRICTION ON THE USE OF LAND.
11. RIGHT OF CARRIAGEWAY VARIABLE WIDTH.

RELEASE;

1. EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE.
2. EASEMENT TO DRAIN WATER 1.5 WIDE.
3. EASEMENT TO DRAIN WATER 1.5 AND 2 WIDE.

(CONTINUED ON PAGE 2)...

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

## 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 COUNCIL  
Date of Endorsement: 16th December 2009  
Accreditation no: .....  
Subdivision Certificate no: 50 of 2009  
File no: DA 316 / 2006

\* Delete whichever is inapplicable.

# DP1142154

Registered:  13.1.2010

Title System: TORRENS

Purpose: SUBDIVISION

## PLAN OF SUBDIVISION OF LOT 3639 in DP1142148

LGA: CAMDEN

Locality: MOUNT ANNAN

Parish: NARELLAN

County: CUMBERLAND

## Surveying Regulation, 2006

I, Vincent Jonathon Kennedy of Youdale Strudwick & Co. P/L Suite 4, 114 Hampden Rd Artarmon, Fax 9419 4762 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 29th October 2009

The survey relates to Lots 4201 to 4243 (incl.)  
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated 26/11/09  
Surveyor registered under the *Surveying Act, 2002*

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

## Plans used in the preparation of survey/compilation

D.P.1142148, D.P.1112207, D.P.1096500,  
D.P.1081753, D.P.1105910, D.P.889797, D.P.718669

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

SURVEYOR'S REFERENCE: P50309-P42

\* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 3639 in  
DP1142148.

DP1142154

Registered:



13.1.2010

\*

\*

\* OFFICE USE ONLY

Subdivision Certificate No: 50 of 2009

Date of Endorsement: 16th December 2009

IT IS INTENDED TO DEDICATE CORAL BARK WAY,  
JUNIPER WAY, THE EXTENSIONS OF RED ASH  
AVENUE AND AOTUS CIRCUIT TO THE PUBLIC  
AS PUBLIC ROAD.

SIGNED BY ME

*Richard Wood*

AS DELEGATE OF LANDCOM I HEREBY CERTIFY  
THAT I HAVE NO NOTICE OF REVOCATION OF  
SUCH DELEGATION.

*[Signature]*

IN THE PRESENCE OF

*[Signature]*  
Luis Vazquez

SURVEYOR'S REFERENCE: P50309-P42



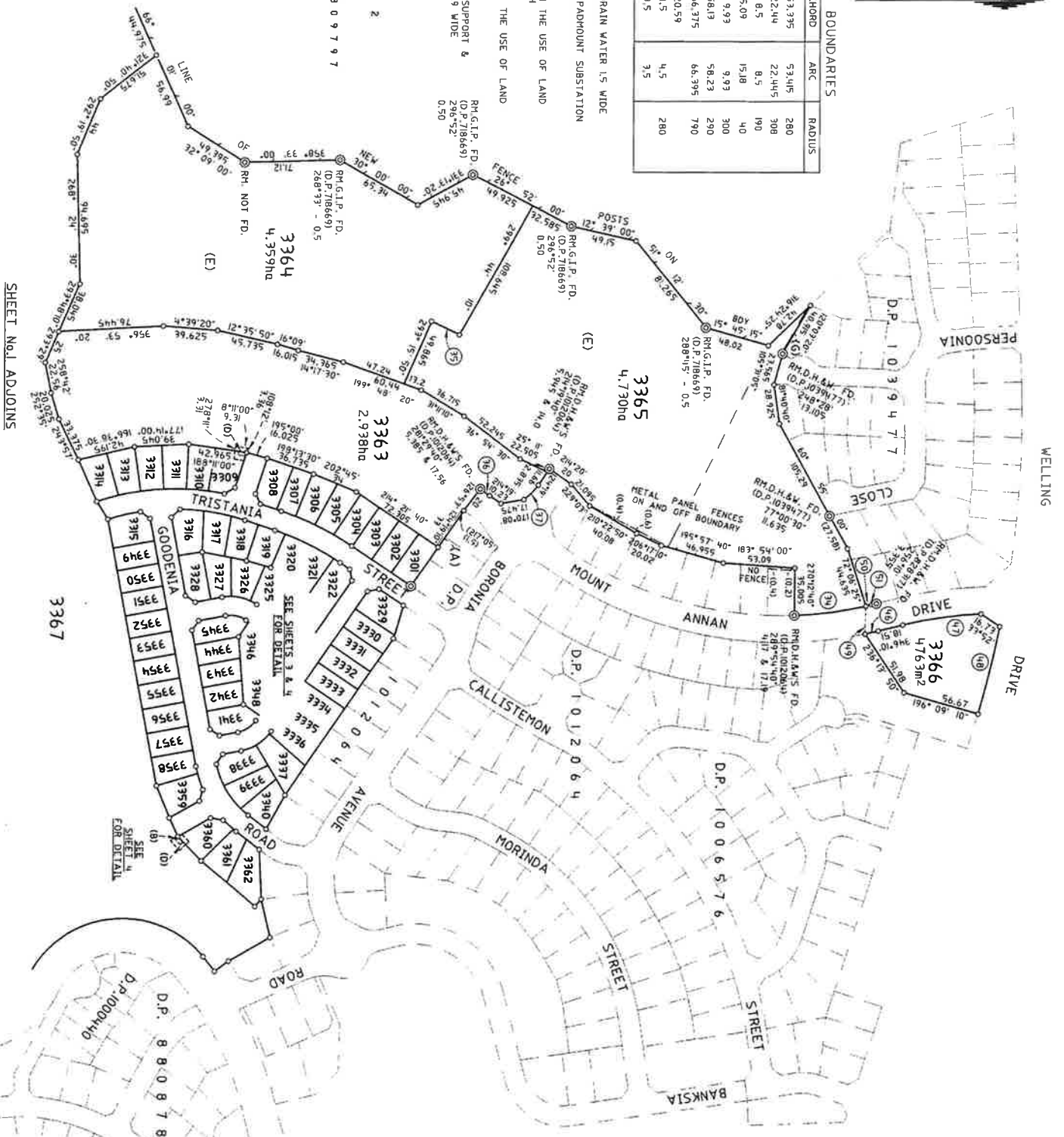






SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	CHORD	RADIUS
34	172°42'25"	53.395	280
35	25°21'0"	22.444	308
36	35°36'00"	8.5	190
37	315°12'0"	15.09	40
38	34°06'40"	9.93	300
39	351°54'50"	58.13	290
40	103°44'40"	66.375	790
41	91°19'	20.59	
42	346°36'55"	4.5	280
43	346°40'	3.5	

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE  
(B) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE  
(D) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH  
(E) RESTRICTION ON THE USE OF LAND (DP 1000787)  
(G) EASEMENT FOR SUPPORT & MAINTENANCE 0.9 WIDE (DP 1039477)



SHEET NO.1 ADJOINS

Plan Drawing only to appear in this space

Reduction Ratio 1:2000

Authorised Professional Engineer  
For use where stated in conditions in any panel on this Form 2

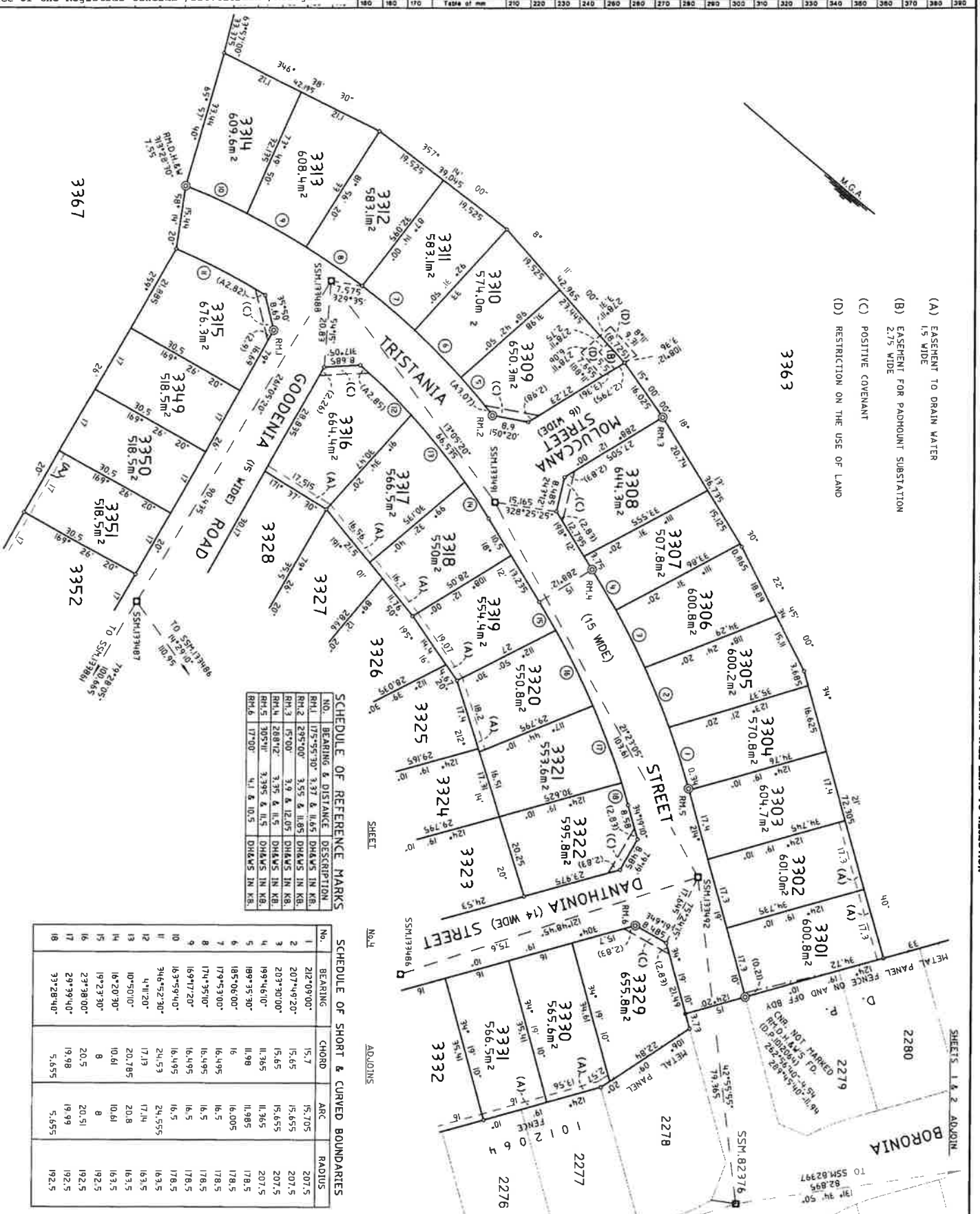
Survey registered under Surveying Act 2002  
This is sheet 2 of the plan of 14 sheets  
drawn by my Certificate No. 7

Registered Professional Engineer  
14/11/2004  
W. S. S. L.

DP1079537

- (A) EASEMENT TO DRAIN WATER  
1/5 WIDE
- (B) EASEMENT FOR PADMOUNT SUBSTATION  
2.7/5 WIDE
- (C) POSITIVE COVENANT
- (D) RESTRICTION ON THE USE OF LAND

3363



SCHEDULE OF REFERENCE MARKS

NO.	BEARING & DISTANCE	DESCRIPTION
1	175°55'30"	3.37 & 11.65 DRAWS IN KB.
2	295°00'	3.55 & 11.65 DRAWS IN KB.
3	15°00'	3.9 & 12.05 DRAWS IN KB.
4	268°12'	3.95 & 11.5 DRAWS IN KB.
5	305°12'	3.395 & 11.5 DRAWS IN KB.
6	17°00'	4.1 & 10.5 DRAWS IN KB.

SCHEDULE OF SHORT &amp; CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
1	212°09'00"	15.7	15.705	207.5
2	207°49'20"	15.65	15.655	207.5
3	207°30'00"	15.65	15.655	207.5
4	199°46'10"	11.365	11.365	207.5
5	189°35'30"	11.98	11.985	178.5
6	185°06'00"	16	16.005	178.5
7	179°53'00"	16.495	16.495	178.5
8	174°35'10"	16.495	16.5	178.5
9	169°17'20"	16.495	16.5	178.5
10	163°59'40"	24.553	24.555	163.5
11	141°20'	17.13	17.14	163.5
12	10°50'10"	20.785	20.8	163.5
13	16°20'30"	10.61	10.61	163.5
14	19°23'30"	8	8	192.5
15	23°38'00"	20.5	20.51	192.5
16	29°39'40"	19.98	19.99	192.5
17	33°28'40"	5.655	5.655	192.5
18				

DP1079537

Registered 5.4.2007

This is sheet 3 of 4 pages in 14 sheets  
dated 14/10/2004

Surveyor registered under Surveying Act 2002

This is sheet 3 of 4 pages in 14 sheets  
dated 14/10/2004

Authorised Person/Owner/Manager/Deputy/Assistant/Consultant  
For use where state is transferred in any form or plan  
Form 2

Reduction Ratio 1:600

BORONIA (20 WIDE) NEW AVENUE

TO SSM 82376 FD  
TO SSM 82380 FD

ADJOINS

DP1079537

Registered: 5.4.2005

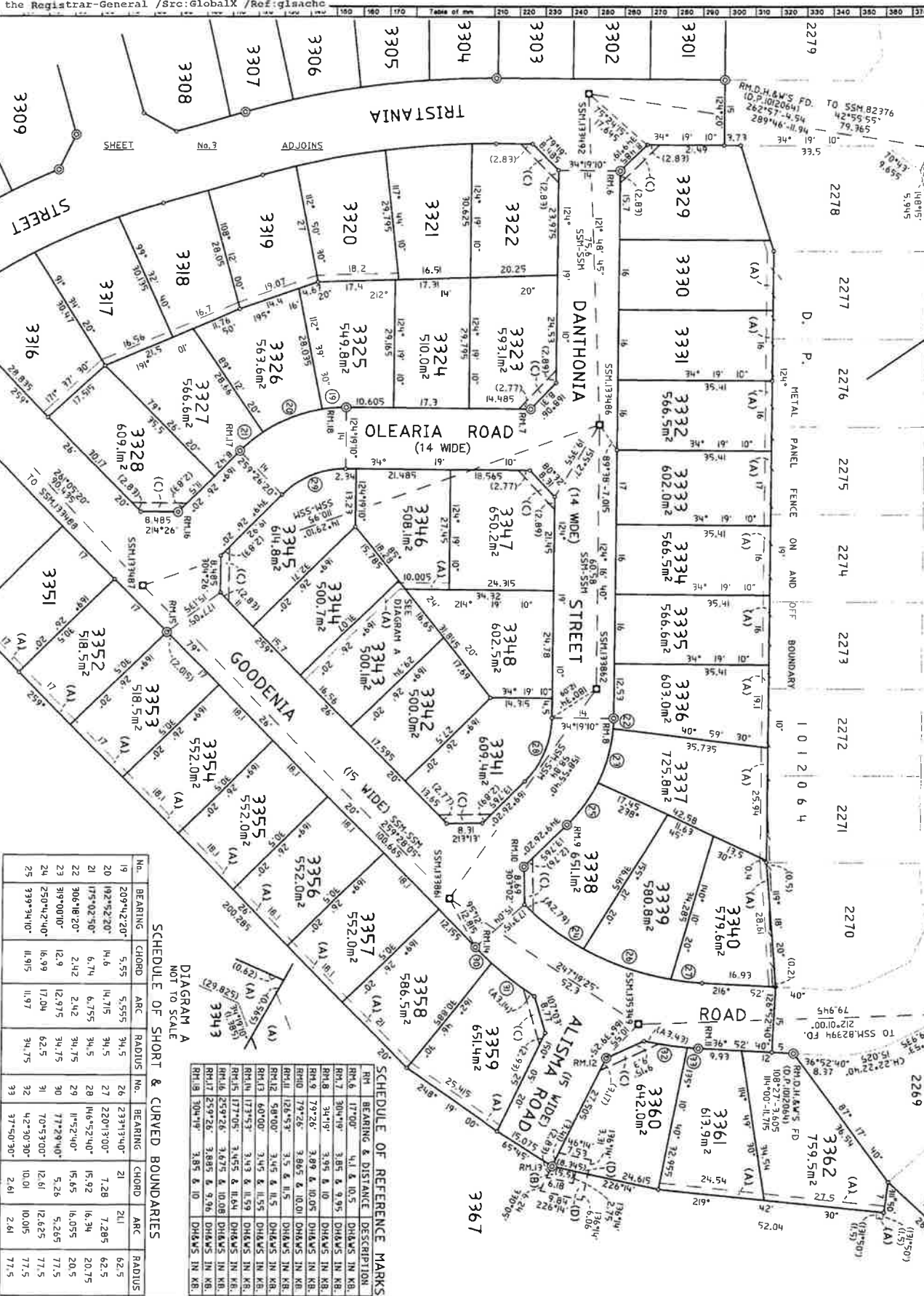
Drawn: 01/12/2004

Surveyor registered under Survey Act 2002

For use where space is insufficient to any part of Plan Form 2

Authorised Professional Surveyor/Engineer/Geomatics Engineer

For use where space is insufficient to any part of Plan Form 2



SCHEDULE OF REFERENCE MARKS

RM	BEARING & DISTANCE	DESCRIPTION
RM 6	17°00' 4.1 & 10.5	DRAWN IN KB
RM 7	304°19' 3.85 & 9.95	DRAWN IN KB
RM 8	34°19' 3.85 & 10	DRAWN IN KB
RM 9	179°26' 3.89 & 10.05	DRAWN IN KB
RM 10	179°26' 3.89 & 10.05	DRAWN IN KB
RM 11	128°53' 3.5 & 11.5	DRAWN IN KB
RM 12	58°00' 3.45 & 11.5	DRAWN IN KB
RM 13	60°00' 3.45 & 11.5	DRAWN IN KB
RM 14	173°53' 3.45 & 11.59	DRAWN IN KB
RM 15	177°05' 3.45 & 11.64	DRAWN IN KB
RM 16	259°26' 3.67 & 10.08	DRAWN IN KB
RM 17	259°26' 3.67 & 9.96	DRAWN IN KB
RM 18	304°19' 3.85 & 10	DRAWN IN KB

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
19	209°42'20"	5.55	5.555	34.5	26	233°13'40"	21	211	62.5
20	192°52'20"	14.6	14.715	34.5	27	220°19'00"	7.28	7.285	62.5
21	175°02'50"	6.74	6.755	34.5	28	146°52'40"	15.92	16.34	20.75
22	306°18'20"	2.42	2.42	34.75	29	145°2'40"	15.95	16.055	20.5
23	319°00'00"	12.9	12.975	34.75	30	77°29'40"	5.26	5.265	77.5
24	250°42'40"	16.99	17.04	62.5	31	70°53'00"	12.61	12.625	77.5
25	339°34'10"	11.915	11.97	34.75	32	42°30'30"	10.01	10.015	77.5
					33	37°50'30"	2.61	2.61	77.5

DIAGRAM A

NOT TO SCALE

- (A) EASEMENT TO DRAIN WATER
- (B) EASEMENT FOR PADMOUNT SUBSTATION
- (C) POSITIVE COVENANT
- (D) RESTRICTION ON THE USE OF LAND

Plan Drawing only to appear in this space

Production Ratio 1:600

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

ePlan

(Sheet 1 of 10 Sheets)

Plan: **DP1142154**

Subdivision of Lot 3639 in D.P.1142148  
 covered by Council Subdivision  
 Certificate No. *50 of 2009*

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

Landcom  
 PO Box 237  
 PARRAMATTA NSW 2150

**PART 1**

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 lot(s) or parcels:	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide.	4205 4243 4212 4213 4233 4235	4243, 4212, 4213, 4214 4212, 4213, 4214 4213, 4214 4214 4235, 4236 4236
2	Easement to Drain Water 1.7 wide.	4211 4210 4209	4210, 4209, 4208 4209, 4208 4208
3	Easement for Padmount Substation 2.75 wide.	4212	Integral Energy Australia.
4	Positive Covenant	4234, 4239	Camden Council.
5	Restriction on the Use of Land	Each and every lot except lot 4243.	Each and every other lot except lot 4243.
6	Restriction on the Use of Land	Each and every lot except lot 4243.	Camden Council.

  
 Council Authorised Person

(Sheet 2 of 10 Sheets)

Plan: **DP1142154**

Subdivision of Lot 3639 in D.P.1142148  
 covered by Council Subdivision  
 Certificate No. *50 of 2009*

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 lot(s) or parcels:	Benefited lots(s), road(s), bodies or Prescribed Authorities:
7	Restriction on the Use of Land	Each and every lot except lot 4243.	Camden Council.
8	Restriction on the Use of Land	4204 to 4206 incl. 4219 to 4221 incl. 4212, 4213, 4232, 4233, 4235	Camden Council
9	Restriction on the Use of Land.	4212 & 4213	Integral Energy Australia
10	Restriction on the Use of Land.	4212 & 4213	Integral Energy Australia.
11	Right of Carriageway variable width	4243	Camden Council

#### PART 1A

Number of item shown in the intention panel on the plan.	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcels:	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide and variable created by DP1125862	3835/1125862	Each and every lot except lot 4243.

  
 Council Authorised Person

(Sheet 3 of 10 Sheets)

Plan: **DP1142154**

Subdivision of Lot 3639 in D.P.1142148  
 covered by Council Subdivision  
 Certificate No. 50 of 2009

Number of item shown in the intention panel on the plan.	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcels:	Benefited lots(s), road(s), bodies or Prescribed Authorities:
2	Easement to Drain Water 1.5 wide created by DP1136417	3935/1136417 3936/1136417 3937/1136417 3938/1136417	Each and every lot except lots 4208 to 4211 inclusive.
3	Easement to Drain Water 1.5 and 2 wide created by DP1136417	3933/1136417	Each and every lot except lot 4243.

## PART 2

### 1. Terms of the Easement firstly & secondly referred to in the abovementioned plan.

As per Schedule 8 of the Conveyancing Act, 1919, and in addition,

For the purpose of protection against overland stormwater flows:

The Registered Proprietor for the time being of the land hereby burdened shall not alter the surface levels of the ground within that part of the land designated (A) & (B) on the abovementioned plan and shall not erect any form of fencing within the same designated area unless such fencing is of an open form so as not to disrupt or divert the overland flow of stormwater.

### 2. Terms of the Easement thirdly referred to in the abovementioned plan.

An Easement for Padmount Substation designated (H) as set out in Memorandum 9262886 filed at Land and Property Information New South Wales.

  
 Council Authorised Person

(Sheet 4 of 10 Sheets)

Plan: **DP1142154**

Subdivision of Lot 3639 in D.P.1142148  
covered by Council Subdivision  
Certificate No. *50 of 2008*

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

For the purpose of street sign maintenance:

- (a) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the street name sign erected within that part of the land designated (D) is not removed or altered in any way,
- (b) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the aforesaid street name sign is maintained in good order at all times to the satisfaction of Camden Council and Landcom.

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

- 1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.
- b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):
  - of less than 140 square metres where that land area is 650 square metres or greater,
  - of less than 120 square metres where the land area is 550 square metres or more but less than 650 square metres,
  - of less than 110 square metres where the land area is less than 550 square metres.
- 2. 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

  
Council Authorised Person



(Sheet 5 of 10 Sheets)

Plan: **DP1142154**

Subdivision of Lot 3639 in D.P.1142148  
covered by Council Subdivision  
Certificate No. *So of 2009*

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.

3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. 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.
5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber in-fill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) 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 6 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 forward of a line parallel to and distant 10 metres forward of the rear boundary.

6. 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 bounded by a line parallel to and distant 10 metres forward of the rear boundary, the street side alignment of the main building, the rear boundary and a line parallel to and distant 3 metres inside the side street boundary. All such fencing shall be erected in strict compliance with Camden Council Development Control Plan 2006.
7. 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.
8. Where any timber boundary fence has been erected by Landcom at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to

  
.....  
Council Authorised Person

(Sheet 6 of 10 Sheets)

Plan: **DP1142154**

Subdivision of Lot 3639 in D.P.1142148  
covered by Council Subdivision  
Certificate No. *50 of 2008*

be altered or to be added to or permit any removal of materials from that fence without the express permission of Landcom in writing being first obtained.

9. 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.
10. 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.

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

**5. Terms of Restriction on the Use of Land sixthly referred to in the abovementioned 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 geo-technical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

  
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Council Authorised Person

(Sheet 7 of 10 Sheets)

Plan: **DP1142154**

Subdivision of Lot 3639 in D.P.1142148  
covered by Council Subdivision  
Certificate No. *SO of 2003*

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

- (a) No trees or shrubs shall be planted or cultivated on the land hereby burdened, unless such trees and shrubs are Australian natives,
- (b) No building shall be constructed on the land hereby burdened UNLESS the footings/foundations have been designed by a suitably qualified Civil/Structural Engineer.

For the purposes of salinity management, no dwelling shall be erected or permitted to remain on any lot burdened UNLESS;

- (c) a layer of sand at least 50 millimetres in depth is placed under the foundations of any building having slab on ground foundations to prevent water seepage and disturbance of the damp proof course,
- (d) damp proof courses are in the form of moisture proof membranes in accordance with AS 2870-1996 (part 5.3.3.1) and placed to extend up to ground level at slab and footing edges. On sloping sites, where a large number of bricks occur below the damp course an additional damp course should be placed above ground level. All buildings are to include a continuous waterproof membrane directly beneath concrete slabs and footings in concert with a full width damp course at a low level,
- (e) brick and block types are exposure rated and selected for suitability for a saline environment,
- (f) cements are selected for their sulphate resisting properties and concrete slabs constructed to a minimum of 65mm cover for strip or slab reinforcement for a saline environment to restrict reinforcing steel from corrosion. Concrete slabs are to be cured for a minimum of seven (7) days,
- (g) in areas of sloping ground the top of the soil profile is treated with gypsum to enhance resistance to dispersive erosion during construction,
- (h) a 100 millimetre thickness of sand/silty sand or mulch is incorporated into landscaped areas to act as an evaporation break layer,
- (i) drainage of the building perimeter including subsoil drainage is installed to prevent water pondage or water logging of the soil in the vicinity of the building.

  
Council Authorised Person

Plan: **DP1142154**

Subdivision of Lot 3639 in D.P.1142148  
covered by Council Subdivision  
Certificate No. *50 of 2000*

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

For the purpose of protection against overland stormwater flows:

No building shall be erected or be permitted to remain on the land hereby burdened where the floor level of any habitable room of that building is less than 0.3 metres above the finished ground level of the land adjacent to the floor, unless otherwise approved in writing by the Camden Council.

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

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

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

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

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

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

3. Definitions:

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

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

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

3.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan up to a maximum height of 6 metres from the level of the substation footing.

  
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Council Authorised Person

(Sheet 9 of 10 Sheets)

Plan: **DP1142154**

Subdivision of Lot 3639 in D.P.1142148  
covered by Council Subdivision  
Certificate No. *50 of 2009*

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

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

**Name of person or authority empowered to release vary or modify the Easements Restrictions or Covenants firstly, secondly, fourthly, sixthly, seventhly, eighthly and eleventhly referred to in the abovementioned plan.**

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

**Name of person or authority empowered to release vary or modify the Restriction fifthly referred to in the abovementioned plan.**

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

**Name of person or authority empowered to release vary or modify the Easements or Restrictions thirdly, ninthly and tenthly referred to in the abovementioned plan.**

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

  
.....  
Council Authorised Person

DP1142154

(Sheet 10 of 10 Sheets)

Subdivision of Lot 3639 in D.P.1142148  
covered by Council Subdivision  
Certificate No. 50 of 2009

SIGNED by Richard Woods

as delegate of Landcom who hereby  
declares that he or she has no notice  
of the revocation of the delegation  
in the presence of:

[Signature]

Landcom by its delegate.

[Signature]

Signature of witness

Luis Valenzuela

Name of witness

SIGNED by Integral Energy Australia by its )

Attorney pursuant to Power of Attorney )

\* Book 4509 No. 838 who declares that he has )

no notice of revocation of same in the )

presence of: \* Book 4573 No. 297 )

[Signature]

Signature of Attorney

Geoffrey Riethmuller

Network Property Manager

URS 9819

[Signature]

Signature of witness

Louise Fabrello

Name of witness

REGISTERED



13.1.2010

[Signature]  
Council Authorised Person




To be used in conjunction with Plan Form 2



► SURVEYOR'S REFERENCE: P12114/20 "CHECKLIST

D.P. 1000787

Registered:  2014

12 JANUARY 1999

ms. A. 9. 2v

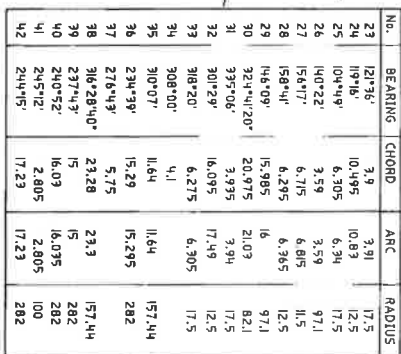
Surveyor Registered under Surveyors Act 1961

shells covered by my Certificate No. \_\_\_\_\_ of \_\_\_\_\_

Council Chair

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





D.P. 1000787

Registered:  20.5

3 of my memo in 4 above's  
12 JANUARY 1999  
dated

Surveyor registered under Surveyors Act 19

effects covered by my Certificate No. \_\_\_\_\_ of \_\_\_\_\_

Robert D. Campbell  
County Clerk

FOR NAME WITH A SPACE AS INDICATED IN ONLY  
Form 2.

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2006-01-01 00:00:00



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

(Sheet 1 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

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

Landcom  
PO Box 237  
PARRAMATTA NSW 2150

**PART 1**

1. **Identity of Easement firstly  
referred to in the  
abovementioned plan:** Easement to Drain Water 1.5 wide.

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
3301	3302, 3303
3302	3303
3316	3317, 3318, 3319, 3320, 3321
3317	3318, 3319, 3320, 3321
3318	3319, 3320, 3321
3319	3320, 3321
3320	3321
3340	3337, 3336, 3335, 3334, 3333, 3332, 3331, 3330, 3329
3337	3336, 3335, 3334, 3333, 3332, 3331, 3330, 3329
3336	3335, 3334, 3333, 3332, 3331, 3330, 3329
3335	3334, 3333, 3332, 3331, 3330, 3329
3334	3333, 3332, 3331, 3330, 3329
3333	3332, 3331, 3330, 3329
3332	3331, 3330, 3329
3331	3330, 3329
3330	3329
3343	3346, 3347
3346	3347

  
.....  
Council Authorised Person



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

(Sheet 2 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

3359	3358, 3357, 3356, 3355, 3354, 3353, 3352, 3351, 3350
3358	3357, 3356, 3355, 3354, 3353, 3352, 3351, 3350
3357	3356, 3355, 3354, 3353, 3352, 3351, 3350
3356	3355, 3354, 3353, 3352, 3351, 3350
3355	3354, 3353, 3352, 3351, 3350
3354	3353, 3352, 3351, 3350
3353	3352, 3351, 3350
3352	3351, 3350
3351	3350
3362	3361, 3360
3361	3360
3363	3301, 3302, 3303
3367	3360, 3361, 3362

2. **Identity of Easement secondly  
referred to in the  
abovementioned plan:** Easement for Padmount Substation  
2.75 wide

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
3309 & 3367	Integral Energy Australia

  
Council Authorised Person



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

(Sheet 3 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

- 3. Identity of Covenant thirdly  
referred to in the  
abovementioned plan:**

Positive Covenant

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3308, 3309, 3315, 3316, 3322,  
3323, 3328, 3329, 3338, 3341,  
3345, 3347, 3359, 3360,

Camden Council

- 4. Identity of Restriction fourthly  
referred to in the  
abovementioned plan:**

Restriction on the use of land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot except lots  
3363, 3364, 3365, 3366 and  
3367.

Each and every other lot except lots  
3363, 3364, 3365, 3366 and 3367.

  
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Council Authorised Person



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

(Sheet 4 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

5. **Identity of Restriction fifthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3309, 3310, 3311, 3316, 3317,  
3327, 3328, 3341, 3342, 3344,  
3345, 3347, 3348, 3349, 3350,  
3351, 3359

Camden Council

6. **Identity of Restriction sixthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

3301, 3302,  
3316 to 3320 inclusive,  
3325 to 3328 inclusive,  
3330 to 3337 inclusive,  
3340, 3343, 3346, 3348,  
3351 to 3359 inclusive,  
3361, 3362, 3363, 3367.

Camden Council

  
Council Authorised Person



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

(Sheet 5 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

- 7. Identity of Restriction  
seventhly referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot except lots  
3363, 3364, 3365, 3366 and  
3367.

Camden Council

- 8. Identity of Restriction eighthly  
referred to in the  
abovementioned plan:**

Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

Each and every lot except lots  
3363, 3364, 3365, 3366 and  
3367.

Camden Council

  
Council Authorised Person



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

(Sheet 6 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

- 9. Identity of Restriction ninthly referred to in the abovementioned plan:** Restriction on the Use of Land

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
3309, 3360, 3363, 3367	Integral Energy Australia

**PART 2**

- 2. Terms of the Easement secondly referred to in the abovementioned plan.**

An Easement for Padmount Substation as set out in Memorandum 9262886 filed at Land and Property Information New South Wales.

- 3. Terms of the Positive Covenant thirdly referred to in the abovementioned plan.**

For the purpose of street sign maintenance:

- (a) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the street name sign erected within that part of the land designated (C) is not removed or altered in any way,
- (b) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the aforesaid street name sign is maintained in good order at all times to the satisfaction of Camden Council and Landcom.

  
Council Authorised Person





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

(Sheet 7 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

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

1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials and the proportion of the combined areas of timber and/or glass and/or fibre cement panelling or boarding shall not in the case of a single storey building exceed 25% of the total area of the external walls and in the case of a building having more than one storey, 40% thereof: PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.

b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):

of less than 140 square metres where that land area is 650 square metres or greater,

of less than 120 square metres where the land area is 550 square metres or more but less than 650 square metres,

of less than 110 square metres where the land area is less than 550 square metres.

2. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as a "flat roof" or 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.

  
Council Authorised Person



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

(Sheet 8 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. No main building shall be erected on each burdened lot unless it has an attached garage and such garage shall have a minimum floor area of 16 square metres.
5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber infill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) 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 6 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 forward of a line parallel to and distant 10 metres forward of the rear boundary.

6. 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 bounded by a line parallel to and distant 10 metres forward of the rear boundary, the street side alignment of the main building, the rear boundary and a line parallel to and distant 3 metres inside the side street boundary. All such fencing shall be erected in strict compliance with Camden Council's Development Control Plan No. 58.
7. No fence constructed with aluminium sheeting or fibre cement or asbestos 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.

  
Council Authorised Person



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

(Sheet 9 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

8. Where any timber boundary fence has been erected by Landcom at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of Landcom in writing being first obtained.
9. 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.
10. 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.

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

**5. Terms of Restriction on the Use of Land fifthly referred to in the abovementioned 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 geo-technical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

  
.....  
Council Authorised Person



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

(Sheet 10 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

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

For the purpose of protection against overland stormwater flows:

a) The Registered Proprietor for the time being of the land hereby burdened shall not alter the surface levels of the ground within that part of the land designated (A) on the abovementioned plan and shall not erect any form of fencing within the same designated area unless such fencing is of an open form so as not to disrupt or divert the overland flow of stormwater.

b) On the land hereby burdened, no building shall be erected or be permitted to remain on the land where that building has a floor level of any habitable room that is less than 0.6 metres above the finished ground level existing at the date of registration of abovementioned plan that is located on the boundary of the easement designated "A" on the abovementioned plan that is adjacent to the building and taken from a point on that boundary that is perpendicular to the line of the easement to the adjacent building, unless otherwise approved in writing by the Camden Council.

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

(a) No trees or shrubs shall be planted or cultivated on the land hereby burdened, unless such trees and shrubs are Australian natives,

(b) No building shall be constructed on the land hereby burdened UNLESS the footings/foundations have been designed by a suitably qualified Civil/Structural Engineer.

(c) No building shall be constructed on the land hereby burdened UNLESS it is designed in accordance with the Building Envelope objectives, criteria and controls of Development Control Plan No. 58 , Amendment No.2, Residential Development prepared by Camden Council.

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

For the purposes of salinity management, no dwelling shall be erected or permitted to remain on any lot burdened UNLESS;

(a) a layer of sand at least 50 millimetres in depth is placed under the foundations of any building having slab on ground foundations to prevent water seepage and disturbance of the damp proof course,

  
.....  
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
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(Sheet 11 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

(b) damp proof courses are in the form of moisture proof membranes in accordance with AS 2870-1996 (part 5.3.3.1) and placed to extend up to ground level at slab and footing edges. On sloping sites, where a large number of bricks occur below the damp course an additional damp course should be placed above ground level. All buildings are to include a continuous waterproof membrane directly beneath concrete slabs and footings in concert with a full width damp course at a low level,

(c) brick and block types are exposure rated and selected for suitability for a saline environment,

(d) cements are selected for their sulphate resisting properties and concrete slabs constructed to a minimum of 65mm cover for strip or slab reinforcement for a saline environment to restrict reinforcing steel from corrosion. Concrete slabs are to be cured for a minimum of seven (7) days,

(e) in areas of sloping ground the top of the soil profile is treated with gypsum to enhance resistance to dispersive erosion during construction,

(f) a 100 millimetre thickness of sand/silty sand or mulch is incorporated into landscaped areas to act as an evaporation break layer,

(g) drainage of the building perimeter including subsoil drainage is installed to prevent water pondage or water logging of the soil in the vicinity of the building.

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

1. The owner will not erect or permit to be erected within the restriction site any building with less than a 120/120/120 fire rating without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.
2. The owner will not erect or permit to be erected any swimming pool within the restriction site.
3. "120/120/120 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.

"authority benefited" means Integral Energy Australia (and its successors).

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

  
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Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
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(Sheet 12 of 13 Sheets)

**DP1079537**

Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

“owner” means the registered proprietor from time to time of the lot  
burdened (including those claiming under or through the registered  
proprietor).

“restriction site” means that part of the lot burdened subject to the  
restriction on the use of land.

**Name of person or authority empowered to release vary or modify the Easements  
or Restrictions firstly, fifthly, sixthly, seventhly and eighthly referred to in the  
abovementioned plan.**

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

**Name of person or authority empowered to release vary or modify the Easements  
or Restrictions secondly and ninthly referred to in the abovementioned plan.**

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

**Name of person or authority empowered to release vary or modify the Positive  
Covenant thirdly referred to in the abovementioned plan.**

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

**Name of person or authority empowered to release vary or modify the Restriction  
fourthly referred to in the abovementioned plan.**

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

  
Council Authorised Person



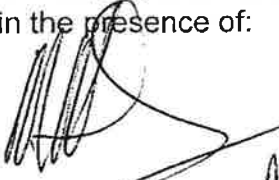
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 13 of 13 Sheets)

**DP1079537**


Subdivision of Lot 752 in DP 1039477  
covered by Council Certificate No.

SIGNED by Russell McKinnon  
as delegate of Landcom who  
hereby declares that he has no notice  
of the revocation of the delegation  
in the presence of:

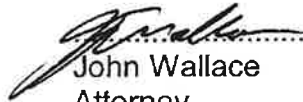
  
MATTHEW CASSEY  
Witness

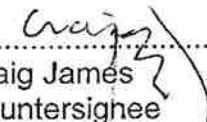
  
Landcom by its delegate.

SIGNED by Integral Energy Australia by its  
Attorney pursuant to Power of Attorney  
Book 4421 No.550 who declares that he has  
no notice of revocation of same in the  
presence of:

  
Signature of witness

SONIA CABRERA  
Name of witness

)   
) John Wallace  
) Attorney  
) General Manager Engineering  
) Performance

)   
) Craig James  
) Countersignee  
) Company Secretary 15/11/04

  
Council Authorised Person

REGISTERED  5.4.2005

22 July 2025

**Globalx-Dye & Durham Information Pty Ltd**

**Reference number: 8004480506**

**Property address: 62 Alchornea Cct Mount Annan NSW 2567**

## **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**





Revenue

Enquiry ID	4375571
Agent ID	81290352
Issue Date	22 Jul 2025
Correspondence ID	1813327929
Your reference	250772

DYE & DURHAM PTY LTD  
GPO Box 2746  
BRISBANE QLD 4001

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

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1168751/3825	62 ALCHORNEA CC MOUNT ANNAN 2567	\$681 667	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

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

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

### When is a certificate not clear from land tax?

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

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

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

### Land value, tax rates and thresholds

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

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



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

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



# Asset Information

## Legend

<b>Sewer</b>		<b>Property Details</b>	
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			
<b>Pressure Sewer</b>		<b>Water</b>	
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	
<b>Vacuum Sewer</b>		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
<b>Stormwater</b>		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
		<b>Private Mains</b>	
		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

### Disclaimer

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

## Pipe Types

<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**.



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

**APPLICANT:** The Search People  
GPO Box1612  
Brisbane  
QLD 4001

Certificate number: 20234599  
Reference number: 1326567  
Certificate issue date: 22/07/2025  
Certificate fee: \$71.00  
Applicant's reference: OR-1AHAAEP7YU7N31  
Property number: 1160598  
Applicant's email: [ess@thesepeople.com.au](mailto:ess@thesepeople.com.au)

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 3825 DP: 1168751  
Address: **62 Alchornea Circuit MOUNT ANNAN NSW 2567**

**BACKGROUND INFORMATION**

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





## **1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

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

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

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

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

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

(4) In this section—

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

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

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

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

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

Camden Local Environmental Plan 2010.



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

Camden Development Control Plan 2019, as amended

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

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

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – 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 R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

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

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

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





(iii) Prohibited

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

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

No.

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

No.

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

No.

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

No.

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

No.

### 3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023



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

(a) the name of the region

Greater Sydney Region

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

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

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

No.

(4) In this section—

*continued 7.23 determination* means a 7.23 determination that—

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

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

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

## 4 COMPLYING DEVELOPMENT

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

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

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

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

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

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

## HOUSING CODE

Complying development MAY be carried out on the land



## **RURAL HOUSING CODE**

Complying development MAY be carried out on the land.

## **LOW RISE HOUSING DIVERSITY CODE**

Complying development MAY be carried out on the land.

**Note:** Under clause 1.19(3B) of the SEPP (Exempt and Complying Development Codes) 2008, development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is—  
(a) for the purposes of dual occupancies, and  
(b) carried out on land in Zone R2 Low Density Residential, and  
(c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

## **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.

No response required

(3) In this section—

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

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

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

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

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

(2) In this section—

*adopted policy* means a policy adopted—

(a) by the council, or

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

### LAND SLIP

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

### BUSH FIRE

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

### TIDAL INUNDATION



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

## **SUBSIDENCE**

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

## **ACID SULFATE SOILS**

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

## **CONTAMINATION**

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

## **AIRCRAFT NOISE**

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

## **SALINITY**

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

## **COASTAL HAZARDS**

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

## **SEA LEVEL RISE**

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

## **11 BUSH FIRE PRONE LAND**





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

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

No.

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

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

No.

## **13 MINE SUBSIDENCE**

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

No.

## **14 PAPER SUBDIVISION INFORMATION**

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

(a) applies to the land, or

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

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

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

Not Applicable

## **15 PROPERTY VEGETATION PLANS**

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

No.

## **16 BIODIVERSITY STEWARDSHIP SITES**





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

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

No.

## **17 BIODIVERSITY CERTIFIED LAND**

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

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

No.

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

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

No.

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

Not Applicable.

## **20 WESTERN SYDNEY AEROTROPOLIS**

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

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

No.

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

No.

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

No.



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

No.

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

No.

## 21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

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

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the Department.

No.

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

No.

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

No.

(4) In this section—

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

## 23 WATER OR SEWERAGE SERVICES



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

Not applicable.

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

## **24 SPECIAL ENTERTAINMENT PRECINCTS**

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

Not applicable

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

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

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

No.

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

No.

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

No.

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

No.

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



No.

## DISCLAIMER AND CAUTION

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

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

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

**Andrew Carfield**  
General Manager

## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

#### Section 22D – Swimming Pools Act 1992

Pool No:	35b649c1
Property Address:	62 ALCHORNEA CIRCUIT MOUNT ANNAN
Expiry Date:	29 June 2027
Issuing Authority:	John Kassiou - Registered Certifier - bdc05186

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

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