

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
<b>vendor's agent</b>	Simon Property Co  Shop G2N, 351 Oran Park Drive, Oran Park (Oran Park Podium) NSW 2570	<b>phone:</b> 0428 214 521 <b>email:</b> daniel@simonpropertyco.au <b>ref:</b> Daniel Moro
<b>co-agent</b>		
<b>vendor</b>	MARC CREMASCO AND LUCY JAYNE CREMASCO	
<b>vendor's solicitor</b>	Johnsons Law Group Level 1 47 Memorial Avenue Liverpool NSW 2170	<b>phone:</b> 02 9600 7277 <b>email:</b> info@johnsonslawgroup.com.au <b>ref:</b> 334439
<b>date for completion</b>	8 weeks after the contract date	(clause 15)
<b>land (address, plan details and title reference)</b>	8 SERENITY CCT GLEDSDOOD HILLS NSW 2557 LOT 4212 DEPOSITED PLAN 1243920 Folio Identifier 4212/1243920	
<b>improvements</b>	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
<b>attached copies</b>	<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.

<b>inclusions</b>	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
<b>exclusions</b>	
<b>purchaser</b>	
<b>purchaser's solicitor</b>	
<b>price</b>	
<b>deposit</b>	
<b>balance</b>	(10% of the price, unless otherwise stated)
<b>contract date</b>	(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>_____</p> <p>Vendor</p>          <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>          <p>_____</p> <p>Purchaser</p>          <p>_____</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>          <p>_____</p> <p>Signature of authorised person</p>          <p>_____</p> <p>Signature of authorised person</p>          <p>_____</p> <p>Name of authorised person</p>          <p>_____</p> <p>Name of authorised person</p>          <p>_____</p> <p>Office held</p>          <p>_____</p> <p>Office held</p>	<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>          <p>_____</p> <p>Signature of authorised person</p>          <p>_____</p> <p>Signature of authorised person</p>          <p>_____</p> <p>Name of authorised person</p>          <p>_____</p> <p>Name of authorised person</p>          <p>_____</p> <p>Office held</p>          <p>_____</p> <p>Office held</p>

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

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

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

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

**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.

8

## SPECIAL CONDITIONS

### Additional Special Conditions to the Contract for Sale

#### 33 Amendments to printed conditions

- (a) Clause 1 - *bank* -delete the words "*a building society or a credit union*".
- (b) Clause 3.1 is amended by adding the following words to the end of the sentence "or if the vendor agrees in writing that a deposit bond is acceptable".
- (c) Clauses 7.1.1 and 7.1.3 are deleted and the following new Clause 7.1.3 is substituted:

"7.1.3 the purchaser does not serve notice waiving the claims by the completion date or the date occurring 14 days after service of the claim (whichever is earlier); and"
- (d) Clause 7.2.4 is amended by deleting the words "*and the costs of the purchaser*".
- (e) Clause 8.2.2 is amended by adding the word "not" after the word "can";
- (f) Clause 11.2 is deleted;
- (g) Clause 14.4.1 is replaced with the following:

*"only if land tax is or was payable by the vendor (or a predecessor in title) for the year, but whether or not an affirmative choice in that regard has been indicated on page 3 of this Contract"*;
- (h) Clause 14.4.2 is deleted;
- (i) Clause 14.8 is deleted;
- (j) Clause 19.2.3 is amended by deleting the words "*a party*" and replacing with "*the vendor*".
- (k) Clause 23.6.1 is deleted and replaced with the following:

*"the vendor is liable for it only if it was determined on or before the contract date and payment falls due on or before the contract date but the purchaser is liable for it if it was determined on or before the contract date and payment of the levy or any instalment of the levy falls due after the contract date."*
- (l) Clause 23.9 is deleted.
- (m) Clause 23.13 and 23.14 are amended by deleting "7" and replacing with "2".
- (n) Clause 25 is deleted.

**34. Condition of the property**

- (a) The property, together with all inclusions, are sold in their present condition and state of repair, subject to all faults and defects (if any), and subject to fair wear and tear between the date of this Contract and the date of Completion.
- (b) The purchaser acknowledges that it buys the property and the inclusions relying on the purchaser's own inspections and enquiries.
- (c) The purchaser acknowledges that it will not make any claim, objection or requisition in respect of anything contained in this special condition or in respect of any sewer, manhole or vent on the property, any rainwater downpipe being connected to the sewer or any latent or patent defect in the property.

**35. No warranty, representation or reliance**

The Purchaser acknowledges and agrees that:

- (a) This contract represents the whole of the agreement reached between the parties and no other terms, conditions or covenants shall be implied in this contract or arise between the parties by way of any alleged warranty or representation given or made by one party to the other at the time of or prior to the execution of this contract;
- (b) It has not been induced to enter into this contract by any warranty or representation verbal or otherwise, made by or on behalf of any other party which is not included in this contract;
- (c) Despite the terms of this clause, if any warranty or representation has been made by the vendor or its agent or representative, then the purchaser confirms by execution of this contract, that the purchaser has placed no reliance on such warranty or representation in executing this contract; and
- (d) The Purchaser acknowledges that it is purchasing the property as a result of its own enquiries and inspection and not as a result of any representation made by the Vendor or made by any person on the Vendor's behalf.

**36. Death / Bankruptcy / Winding up**

Without in any manner negotiating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein:

- (a) Should either the Vendor or the Purchaser (or any one or more of them) die or become mentally ill then either party may rescind this Contract by notice in writing forwarded to the other party's solicitors (or if no such solicitors are named then by notice forwarded to the other party at his address as stated herein) and thereupon this Contract shall be at an end and the provisions of printed condition 19 shall apply; or
- (b) Should the Purchaser be declared bankrupt then the Purchaser shall be deemed to be in default hereunder and the Vendor will be entitled to terminate the Contract.

- (c) Should the Purchaser enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme of arrangement with its creditors or liquidator, receiver or official manager be appointed in respect of the Purchaser, then the Purchaser shall be deemed to be in default hereunder and the Vendor will be entitled to terminate the Contract.

### **37. Deposit**

- (a) In the event that the Vendor or nominee/s are purchasing or renting another property, the Purchaser expressly agrees to release to the Vendor or nominee/s the Deposit or so much of the Deposit as may be required for use by the Vendor or nominee/s as either a deposit and/or the payment of stamp duty or land tax in relation to such a purchase or a bond to be paid pursuant to a rental agreement.
- (b) In the event that the Vendor enters into a Village Contract as referenced in Part V of the *Retirement Villages Act 1999*, to fund the payment of:
  - (i) any deposit required by the Village;
  - (ii) any registration fee required by the LPI; and
  - (iii) any share of the Operator's legal costs as required to be paid by the Vendor.
- (c) The Purchaser will promptly give any authority reasonably required in order to give effect to this special condition.
- (d) In the event that the release of the deposit is not required pursuant to this Special Condition, the deposit should be paid to the *Depositholder* pending completion.

### **38. Special Conditions to prevail**

In the event of any discrepancy between these Special Conditions and the printed form of Contract, these Special Conditions prevail.

### **39. Further Assurance**

The Vendor and the Purchaser must expeditiously do all things and execute all documents necessary to give full effect to this Contract.

### **40. Claims for compensation**

Notwithstanding the provisions of Clause 7, the Vendor and the Purchaser expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 of the Contract.

### **41. Real Estate Agent**

- (a) The Purchaser warrants to the Vendor that he was not introduced to the property by any Real Estate Agent other than the Agent referred to as the Vendor's Agent (if any) noted on the Contract.



- (b) In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission or expenses by any Agent (other than any Agent referred to as the Vendor's Agent in this Contract) arising out of the sale of the property.
- (c) This condition shall not merge on completion of this Contract.

**42. Purchaser delay**

- (a) If for any reason other than default on the part of the Vendor, the Purchaser does not complete this Contract on or before the Contract completion date, then on completion, the Purchaser must pay the Vendor (by way of bank cheque at completion) interest calculated at the rate of twelve per cent (12%) per annum. Interest will be calculated on the balance of the purchase price payable under this Contract in respect of the period commencing on the day after the completion date and ending on completion. It is agreed that this interest calculation represents a genuine pre-estimate of the Vendor's losses and damages if completion is delayed otherwise than by vendor default.
- (b) Despite paragraph (a) above, the purchaser need not pay interest under this Clause in respect of any period during which the Purchaser's failure to complete is caused by the inability of the Vendor to complete or, if the Vendor is able to complete but fails to do so, by the Vendor's failure to complete.
- (c) The Purchaser is in default and cannot require the Vendor to complete this contract unless the interest payable under this Contract is paid to the Vendor on completion.

**43. Notice to complete**

- (a) If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. That notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- (b) If it becomes necessary for the Vendor to issue a Notice to Complete, the Purchaser shall pay to the Vendor the sum of three hundred and thirty dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the Purchaser's default/delay, this is a genuine pre-estimate of those additional expenses to be allowed by the Purchaser as an additional adjustment on completion.

**44. Application for a building certificate**

Should the purchaser apply for a Building Information Certificate under the Environmental Planning and Assessment Act and the Council to which such Application is made refuses to issue a Building Information Certificate or defers determination of the Application until works are carried out in such circumstances that would entitle the Purchaser to rescind this contract for breach of statutory warranty

then the Vendor shall be deemed to be entitled to rescind the Contract pursuant to Clause 8.1.

**45. Goods and Services Tax**

Notwithstanding any other provision of this Contract, should the vendor incur a liability to pay GST as a result of this transaction, then the purchaser will be liable to pay the GST amount to the vendor in addition to the purchase price. In this instance, the Vendor will supply the purchaser with a tax invoice. The parties expressly agree that this clause will not merge on Completion.

**46. 10% Deposit payable by instalments**

- (a) Despite any other provision of this Contract, if the vendor at the request of the purchaser agrees in writing that the deposit of 10% of the purchase price ("the Deposit") can be paid by way of instalments, then the Deposit shall be paid in the following manner:
  - (i) An amount equal to 5% of the purchase price upon unconditional exchange of Contract ("the Initial Deposit"); and
  - (ii) An amount equal to 5% of the purchase price ("Balance of the Deposit") upon completion of the Contract or upon any event entitling the vendor to terminate the Contract and/or keep or recover the deposit, whichever is the earlier event.
- (b) Time is of the essence in relation to the payment of the deposit, the Initial Deposit and the Balance of the Deposit.
- (c) If the purchaser fails to pay the Balance of the Deposit pursuant to (a)(ii) above then, in addition to any other remedies that may be available to the vendor, the vendor shall be entitled to sue the purchaser for the Balance of the Deposit as a liquidated debt.
- (d) This clause shall not merge on completion.

**47. Purchaser Warranty**

The purchaser acknowledges that the Vendor may enter into a Contract for the purchase of a property or other legal obligation in reliance on this Contract and will suffer damage if the Purchaser does not proceed to completion. The Purchaser warrants that it has, prior to entry into this Contract, obtained finance for the purchase on reasonable terms or has the funds available for settlement on the Completion date.

**48. Deposit Bond**

- (a) Notwithstanding any other condition of this Contract, the parties agree that page 2 of this Contract under the heading "choices" is marked "no" in relation to the vendor's agreement to accept payment of the deposit by way of a Deposit Bond.
- (b) If, at the written request of the purchaser, the vendor agrees in writing to accept payment of the deposit by way of a Deposit Bond, the bond must be in an amount equal to 10% of the purchase price and have an expiry date that is

not earlier than 6 months after the Date for Completion. If at any time prior to Completion, the expiry date of the Deposit Bond is earlier than 6 months after the Date for Completion, then the purchaser will be deemed to be in default hereunder. This is an essential term of this Contract.

- (c) If the Deposit is paid by way of a Deposit Bond in accordance with paragraph (b) above, the *Depositholder* shall be the Vendor's Solicitor. This is an essential term of this Contract.
- (d) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the Deposit, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall pay the Deposit (or so much of it as has not been paid) to the person nominated in this agreement to hold the Deposit.

#### **49. Purchaser right of rescission**

The parties expressly agree that, if the Purchaser becomes entitled to rescind this Contract, then the Purchaser's rights are limited to such rescission and the Purchaser will not be entitled to make any claim against the Vendor for costs, damages, or compensation of any kind.

#### **50. Leases**

- (a) If the property is tenanted at the time of exchange and the lease has expired, the vendor may agree (in its absolute discretion) to mark the contract as subject to vacant possession and will serve the appropriate notice on the tenant, PROVIDED HOWEVER:
  - i. The purchaser must obtain confirmation in writing from the vendor's solicitor that vacant possession has been agreed to;
  - ii. The notice to the tenant will only be issued after this agreement is unconditional and a written request is received from the purchaser's solicitor to serve the notice;
  - iii. The purchaser agrees not to raise any requisition or make any objection, claim for compensation or rescind or terminate this agreement if, by the Completion date, the tenant has not vacated the property. In this event, the purchaser further agrees that it will not issue the vendor with a Notice to Complete and the parties hereby agree that the Completion date is extended to the date which is 2 business days after the date that the tenant has vacated the premises.
- (b) If the property is sold subject to an existing tenancy, the purchaser agrees that it will not be entitled to make any objection, request or claim for compensation and shall not be entitled to rescind, terminate or delay completion should the tenant exercise his rights pursuant to clause 100 of the *Residential Tenancies Act 2010*.

## **51. Guarantee by Corporate Purchaser**

- (a) In the event that the purchaser is a Corporation, the purchaser acknowledges that the vendor has entered into this Contract at the request of the Directors of the Corporation, who agree to guarantee the performance by the Corporation of all its liabilities and obligations assumed by the Corporation under this Contract.
- (b) By signing this agreement, the Directors of the purchasing entity, in consideration of the Vendor agreeing to sell the subject property to the purchaser, agree to:
  - (i) Guarantee to the vendor the due and punctual performance by the purchaser of all the terms and conditions of the Contract and
  - (iii) Indemnify and keep indemnified the vendor against any loss and damage however arising which the vendor may suffer in consequence of any failure of the purchaser to perform its obligations under the Contract.
- (c) The Directors of the purchaser acknowledge that prior to execution of this Guarantee and Indemnity they have read and understood the terms and conditions of the Contract in its entirety.
- (d) The guarantee given by the Directors of the purchaser under this condition shall in no way be determined, discharged, or impaired by reason of any of the following:
  - (i) Any variation or variations, with or without the consent or knowledge of the purchaser or any director of the purchaser and whenever made, of any of the provisions of this Contract; or
  - (ii) Any breach or breaches, willful or otherwise of any of the obligations of the purchaser contained or implied in this Contract, and whenever committed, with or without the consent or knowledge of the purchaser or of the vendor or of any of the directors of the purchaser; or
  - (iii) The winding up or dissolution of the purchaser or the death or the sequestration in bankruptcy of the estate of any directors of the purchaser;
  - (iv) The fact that this Contract is not duly executed by the vendor, the purchaser or the directors of the purchaser; or
  - (v) Any other fact, circumstance or thing whatsoever which but for this provision might determine, discharge or impair this guarantee given by the directors of the purchaser under this condition.

## **52. Electronic settlement**

Should this Contract be completed as an "Electronic Transaction", the purchaser shall be required to serve on the vendor's solicitors the purchasers "order on agent" at least 2 hours prior to completion of this Contract and the said order shall be held in escrow pending completion occurring.

**53. Electronic exchange**

The parties acknowledge and agree that:

- (a) The Contract may be executed electronically by both parties using e-signature technology or by exchanging electronic copies of original signatures on this Contract;
- (b) The Contract may be validly exchanged by the sending of each party's counterpart Contract (signed electronically or otherwise) to the other party through electronic technology;
- (c) An electronic version of this Contract signed by both parties will be the true and original version of the Contract for the purpose of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.

**54. Requisitions**

The Purchaser acknowledges and agrees that its rights to raise requisitions on title in respect of this Contract and the property the subject of this Contract are limited to raising requisitions in the form attached to this contract and marked "Annexure A". The Purchaser further acknowledges the replies to requisitions which are also contained in "Annexure A". The Vendor reserves the right to amend its replies to requisitions up until the date of completion.

**55. Covid-19 (Coronavirus) and Completion**

- (a) This Clause applies whilst ever the Federal, NSW State or Local Government area in which the dwelling is situated, is managing the Covid-19 outbreak as a Health Emergency or a State Emergency is declared by the NSW Government.
- (b) The parties agree that, if completion does not take place by the date for completion provided for in this contract as a result of either or both of the following:
  - (i) If any party to the contract is required by law to undertake self-isolation or is quarantined and/or has contracted Covid-19 (the coronavirus); and/or
  - (ii) If the Federal or State Government enforces any order or law which prohibits any party to this contract, including but not limited to that party's financial institution, real estate agent and solicitor or conveyancer, from being able to complete this contract by the completion date, then the date for completion is extended by 28 days.

## ANNEXURE A

### REQUISITIONS ON TITLE AND REPLIES TO REQUISITIONS ON TITLE

#### All properties

1. Other than where the contract provides that the sale is subject to an existing tenancy, are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession? **Not that the vendor is aware. The purchaser should make and rely on their own enquiries**
2. Are there any encroachments by or upon the property? **As far as the vendor is aware, no. The vendor makes no warranty in this respect and the purchaser should make and rely on their own enquiries.**
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements? **Other than as disclosed in the contract and as far as the vendor is aware, yes however the vendor makes no warranty in this respect and the purchaser should make and rely on their own enquiries.**
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection? **As far as the vendor is aware, no. The vendor relies on the contract with respect to the condition of the property and the inclusions including all patent and latent defects and makes no warranty with respect to how the property and inclusions can be used.**
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property? **As far as the vendor is aware, no. The vendor makes no warranty in this respect and the purchaser should make and rely on their own enquiries.**

11 December 2020

Ref: OCD2020-0108

The General Manager  
Camden Council  
PO Box 183  
Camden NSW 2570

Dear Sir / Madam,

### **Occupation Certificate**

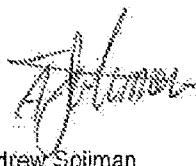
Lot 4212, DP 1243920, 8 Serenity Circuit, Gledswood Hills  
Construction of a Two Storey Dwelling

.....

We refer to our engagement in respect of the above and determine that the Occupation Certificate has been approved, in accordance with the provisions of the Environmental Planning and Assessment Act 1979 and Clause 151 of the Environmental Planning and Assessment Regulation 2000.

Should you require any further information please do not hesitate to contact the Certifier.

Yours faithfully,



Andrew Soliman

B. Construction Management (Build)  
Registered Certifier Grade A3 (Residential Building) – BDC – 2940

11 December 2020

Ref: OCD2020-0108

Mr Marc and Mrs Lucy Cremasco  
7 Grice Street  
Oran Park NSW 2570

**Attention:** Mr Marc and Mrs Lucy Cremasco

Dear Sir / Madam,

### **Occupation Certificate**

Lot 4212, DP 1243920, 8 Serenity Circuit, Gledswood Hills  
Construction of a Two Storey Dwelling

We refer to our engagement in respect of the above and determine that the Occupation Certificate has been approved, in accordance with the provisions of the Environmental Planning and Assessment Act 1979 and Clause 151 of the Environmental Planning and Assessment Regulation 2000.

Should you require any further information please do not hesitate to contact the Certifier.

Yours faithfully,



Andrew Soliman

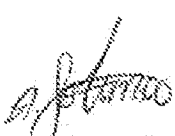
B. Construction Management (Build)  
Registered Certifier Grade A3 (Residential Building) – BDC – 2940



# OCCUPATION CERTIFICATE



**BUILDING  
CERTIFIERS**  
Certifying Your Building Dream

PRELIMINARIES	
Occupation Certificate No.	OCD2020-0108
Subject Property	Lot 4212, DP 1243920, 8 Serenity Circuit, Gledswood Hills
Council Authority	Camden Council
Applicant	Mr Marc and Mrs Lucy Cremasco
Date of Certificate	11/12/2020
COMPLYING DEVELOPMENT	
Complying Development Consent No:	CDC2020-0108
	Date of certificate: 03/03/2020
	Authority: Andrew Soliman - Registration No. BDC 2940
AREA OF OCCUPANCY	
Building details and area of Occupation	Construction of a Two Storey Dwelling
Building details and area of Occupation	This Occupation Certificate relates only to those building works contained within the approved CDC documentation relating to the Construction of a Two Storey Dwelling and excludes all other works/inconsistencies and existing structures/area on the subject property.
Whole	Whole
BCA Classification (s)	Class 1a
CERTIFYING AUTHORITY	
Accredited by	The Secretary for the Department of Fair Trading – BDC 2940
Statement	<ul style="list-style-type: none"> <li>A current Complying Development Certificate is in force for the building work, with respect to its relevant plans, documents and specifications.</li> <li>The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.</li> </ul>
Signed	 Andrew Soliman - Registered Certifier BDC - 2940 (A3 – Residential)

OCCUPATION CERTIFICATE DOCUMENTATION		
APPENDIX	TITLED	DATED
1	Occupation Certificate Application Form	01/12/2020
2	Copy of mandatory Final Inspection Report	Various
2	Insulation Certificate	04/12/2020
2	Installation Certificate – Ventilation	22/11/2020
2	Compliance Certificate	20/11/2020
2	Waterproofing Certificate	20/07/2020
2	Certificate of Compliance – Electrical Work	01/04/2020
2	Certificate of Compliance – Electrical Work	04/10/2020
2	Certificate of Compliance – for Plumbing and Drainage Work	-
2	Certificate of Installation of Residential Smoke Alarms	02/10/2020
2	Certificate – Staircase and Balustrade	06/10/2020
2	Pest Control Report	18/04/2020
2	Final Survey	06/12/2020
2	Air Conditioning Compliance Certificate	10/12/2020
2	Final Completion Statement	01/12/2020
2	Roof Covering Compliance Certificate	10/12/2020
2	Slip Resistance Compliance Certificate	10/12/2020
2	Vibration Certificate for Concrete Slab	10/12/2020
2	Timber Frame Installation Certification	10/12/2020
2	BASIX Compliance Certificate	10/12/2020
2	Weatherproofing of Masonry Compliance Certificate	10/12/2020
2	Building Sealing Compliance Certificate	10/12/2020
2	Concrete & Reinforcing Compliance Certificate	10/12/2020
2	Gas Services Compliance Certificate	10/12/2020
2	Stormwater Drainage Compliance Certificate	10/12/2020
2	Glazing Showerscreen Compliance Certificate	22/11/2020
2	BASIX Receipt	11/12/2020

# Certificate in respect of insurance for residential building work

**Policy No:** HBCF20008449

**Policy Date:** 24/02/2020

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

<b>Period of Insurance</b>	The contract of insurance provides cover for both the construction period and the warranty period.
<b>In respect of</b>	New Single Dwelling Construction
<b>Description of construction as advised by builder^</b>	New Double Story Dwelling
<b>At</b>	8 Serenity Circuit Gledswood Hills New South Wales 2557
<b>Site plan number^</b>	NA
<b>Site plan type^</b>	NA
<b>Homeowner</b>	Mrs Lucy Jayne & Mr Marc Cremasco
<b>Carried out by</b>	JND Homes Pty Ltd
<b>Licence number</b>	329109C
<b>Builder job number^</b>	
<b>Contract amount^</b>	\$400,000.00
<b>Contract date^</b>	08/10/2019
<b>Premium paid</b>	\$4,750.00
<b>Cost of additional products or services under contract</b>	Nil - no additional services.
<b>Price (including GST and Stamp Duty)</b> <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small>	\$5,695.25

## ^Additional information

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

**Certificate No:** HBCF20008449

**Issued on:** 24/02/2020



**Nathan Agius, General Manager, General Lines Underwriting**  
**Signed on behalf of the insurer**

**icare** HBCF

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

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



FOLIO: 4212/1243920

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/8/2025	3:48 PM	4	28/10/2019

LAND

----

LOT 4212 IN DEPOSITED PLAN 1243920  
AT GLEDSDOOD HILLS  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1243920

FIRST SCHEDULE

-----

MARC CREMASCO  
LUCY JAYNE CREMASCO  
AS JOINT TENANTS (T AP315622)

SECOND SCHEDULE (7 NOTIFICATIONS)

-----

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)  
2 DP260703 RESTRICTION(S) ON THE USE OF LAND  
3 S329785 COVENANT  
4 DP1243920 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (5) IN THE S.88B INSTRUMENT  
5 DP1243920 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (6) IN THE S.88B INSTRUMENT  
6 DP1243920 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (7) IN THE S.88B INSTRUMENT  
7 AP637839 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

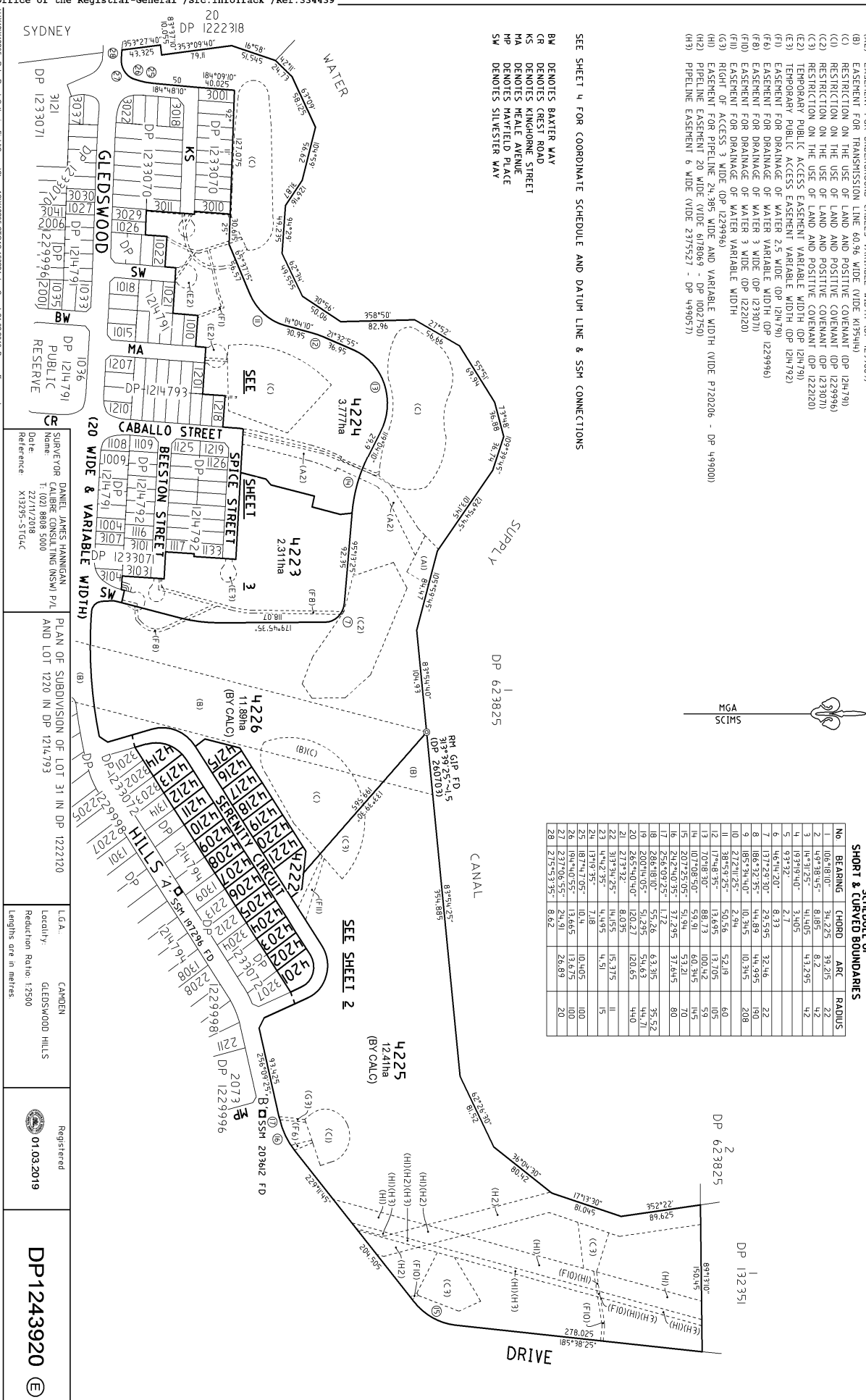
334439...

PRINTED ON 11/8/2025

- |       |   |                           |
|-------|---|---------------------------|
| (A1)  | EASEMENT FOR OVERHEAD POWER LINES VARIABLE WIDTH      | DP 1230009                |
| (A2)  | EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH        | DP 1230009                |
| (B)   | RESTRICTION ON TRANSMISSION LINE 60.96' WIDE          | VIDE 4135349              |
| (C)   | RESTRICTION ON THE USE OF LAND AND POSITIVE COVENANT  | DP 1241791                |
| (C1)  | RESTRICTION ON THE USE OF LAND AND POSITIVE COVENANT  | DP 1229966                |
| (C2)  | RESTRICTION ON THE USE OF LAND AND POSITIVE COVENANT  | DP 1230701                |
| (C3)  | RESTRICTION ON THE USE OF LAND AND POSITIVE COVENANT  | DP 1222120                |
| (C4)  | TEMPORARY PUBLIC ACCESS EASEMENT VARIABLE WIDTH       | DP 1241931                |
| (C5)  | TEMPORARY PUBLIC ACCESS EASEMENT VARIABLE WIDTH       | DP 1241932                |
| (E1)  | EASEMENT FOR DRAINAGE OF WATER 2.5' WIDE              | DP 1241791                |
| (F1)  | EASEMENT FOR DRAINAGE OF WATER 2.5' WIDE              | DP 1229966                |
| (F6)  | EASEMENT FOR DRAINAGE OF WATER 3' WIDE                | DP 1233071                |
| (F10) | EASEMENT FOR DRAINAGE OF WATER 3' WIDE                | DP 1222120                |
| (F11) | EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH         |                           |
| (G3)  | RIGHT OF ACCESS 3' WIDE                               | DP 1229966                |
| (H4)  | EASEMENT FOR PAVEMENT 24x365' WIDE AND VARIABLE WIDTH | VIDE P120206 - DP 4990001 |
| (H5)  | PIPELINE EASEMENT 20' WIDE                            | VIDE 6180669 - DP 0002350 |
| (H6)  | PIPELINE EASEMENT 20' WIDE                            | VIDE 2375557 - DP 4490571 |

### SCHEDULE OF SHORT & CURVED BOUNDARIES

No	RE-RANK	CHORD	ARC	RADIUS
1	106.181-00	3,2,2,2,5	39,21,5	2,2
2	44,9,18,4,5	8,18,5	6,2	2,2
3	14,31,1,2,5	14,10,5	4,3,2,0,5	4,2
4	19,31,9,4,0,0	3,4,0,5		4,2
5	4,9,12,4,0	6,3		4,2
6	13,17,2,9,0,7	29,5,5	32,4,6	2,2
7	13,17,2,9,0,7	29,5,5	32,4,6	2,2
8	18,6,2,32,35	44,9,9,5	10,34,5	20,8
9	18,5,13,4,0,5	10,34,5		20,8
10	2,12,11,4,0,5	2,4,5		20,8
11	38,9,5,9,2,5	50,5,6	52,9,19	6,0
12	17,94,9,3,5	13,9,9,5	13,7,0,5	10,5
13	10,6,8,3,0,7	68,7,3	60,0,4,2	6,0
14	10,6,8,3,0,7	68,7,3	60,0,4,2	6,0
15	20,7,25,0,5	5,9,14	5,9,12	7,0
16	24,2,40,9,2,5	37,2,4,5	37,6,4,5	6,0
17	2,5,6,40,9,2,5	1,7,2		6,0
18	2,86,18,10,4	55,2,6	6,3,3,5	35,5,2
19	2,86,18,10,4	55,2,6	5,6,3,3	44,7,1
20	2,65,40,4,0,7	120,2,7	120,6,5	44,0
21	2,17,3,3,2	8,0,3,5		15,3,7,5
22	3,3,3,3,2,5	4,1,0,5		11
23	3,3,3,3,2,5	4,1,0,5		11
24	13,19,3,5	7,1,8	4,3,1	15
25	18,74,7,0,5	10,4	10,4,0,5	10,0
26	19,4,40,5,5	13,6,6	13,6,7,5	10,0
27	2,37,0,6,5	24,9,1	26,8,9	20
28	2,15,5,3,5,5	8,6,2		20





PLAN FORM 2 (A2)

DP1243920

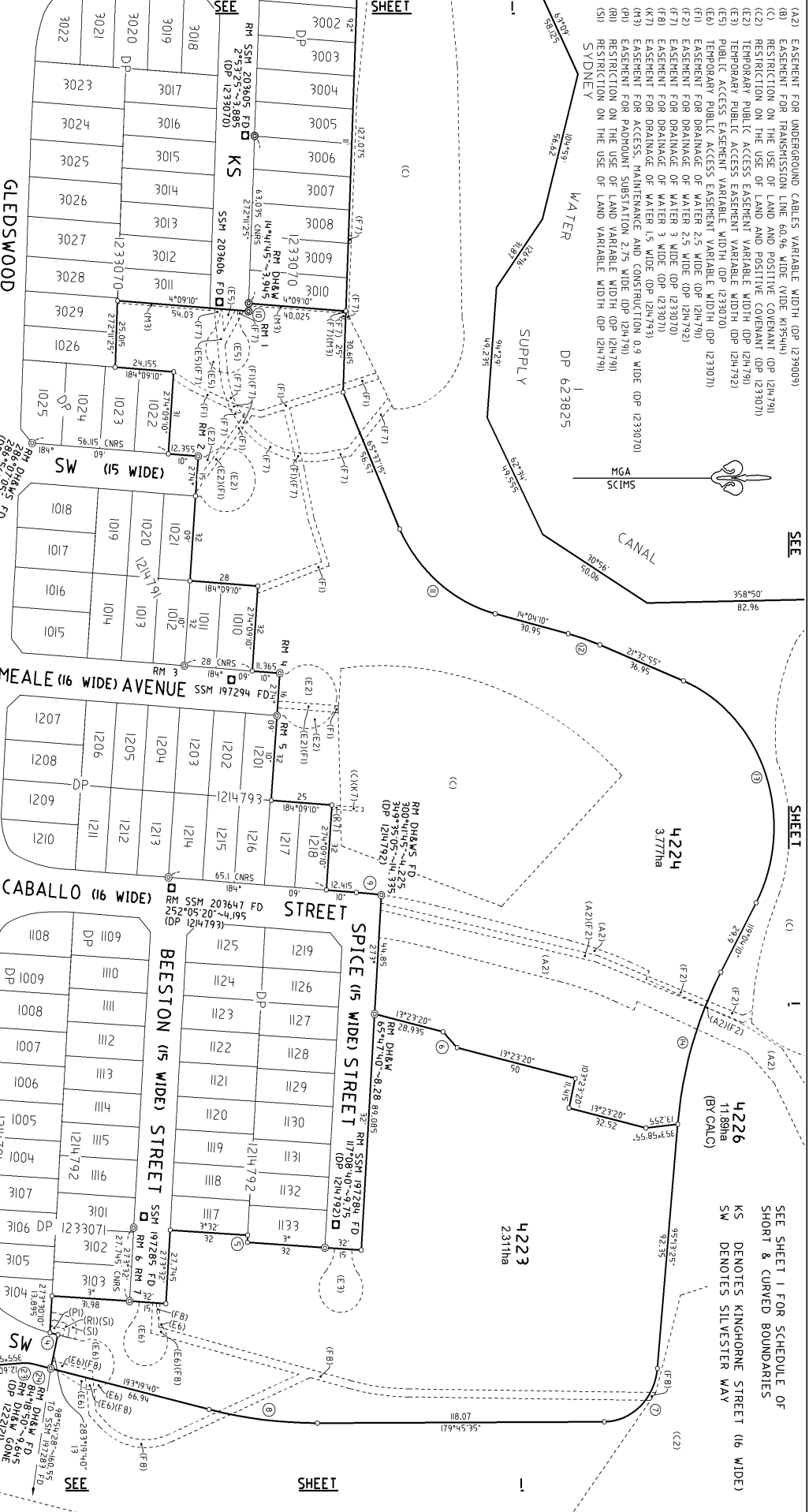
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

LXML option Sheet 3 of 4 sheets

- (A2) EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (DP 1239009)  
(B) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (WIDE K15544)  
(C) RESTRICTION ON THE USE OF LAND AND POSITIVE COVENANT (DP 1241791)  
(D) TEMPORARY PUBLIC ACCESS EASEMENT VARIABLE WIDTH (DP 1241791)  
(E) TEMPORARY PUBLIC ACCESS EASEMENT VARIABLE WIDTH (DP 1241792)  
(F) PUBLIC ACCESS EASEMENT VARIABLE WIDTH (DP 1233070)  
(G) TEMPORARY PUBLIC ACCESS EASEMENT VARIABLE WIDTH (DP 1233071)  
(H) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (DP 1241791)  
(I) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (DP 1233070)  
(J) EASEMENT FOR DRAINAGE OF WATER 3 WIDE (DP 1233071)  
(K) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1241791)  
(L) EASEMENT FOR ACCESS, MAINTENANCE AND CONSTRUCTION 0.9 WIDE (DP 1233070)  
(M) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP 1241791)  
(N) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP 1241791)  
(O) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP 1241791)  
(P) SYDNEY

RM No	TYPE	ORIGIN	BEARING	DISTANCE
1	SSM 203606 FD	DP 1233070	103°32'05"	12.165
2	DH&W FD	DP 1241791	307°45'20"	13.3
3	SSM 191294 FD	DP 1241791	195°29'	20.1
4	DH&W FD	DP 1241791	348°18'25"	14.3
5	DH&W FD	DP 1241793	329°18'10"	21.145
6	SSM 191285 FD	DP 1241793	91°51'55"	12.095
7	DH&W FD	DP 1233071	119°20'10"	8.955
8	DH&W FD	DP 1233071	140°46'55"	15.315

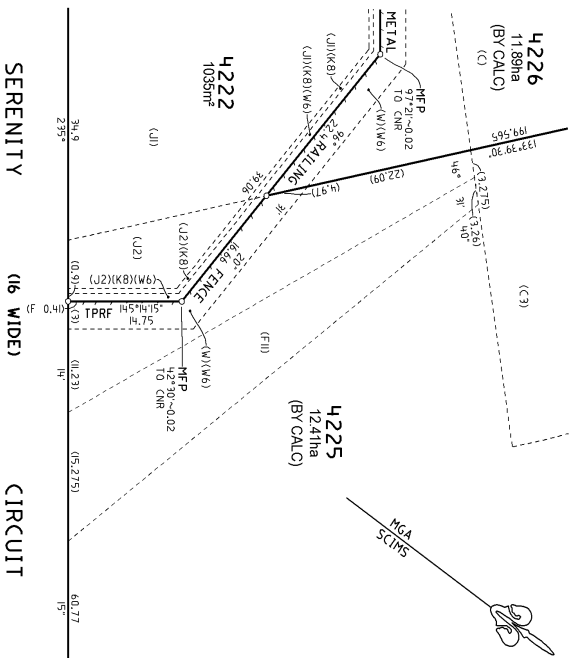
**SCHEDULE OF REFERENCE BEARINGS**



	FROM	TO	MCA ORIGIN	SURVEY
A.	SSM 197296	SSM 203612	6.71007142~2.217.556	6.71007142~2.217.556
	SSM 203612	SSM 203603	26.254.56.24~2.92.247	26.254.56.25~2.92.250
	SSM 203603	SSM 203606	26.57.29.51~2.69.092	26.57.29.51~2.69.092
	SSM 203606	SSM 203606	99.29.24.56~4.64.772	99.29.24.56~4.64.772
	SSM 203606	SSM 197294	8.759.38.19~14.11.00	8.759.37.19~14.11.00
	SSM 197294	SSM 203617	10.752.55~2.82.128	10.752.52~2.82.135
	SSM 203617	SSM 197284	6.195.57.13~5.58.8	6.195.57.13~5.58.8
	SSM 197284	SSM 197283	18.210.55~7.76.97	18.210.53~7.78.974
	SSM 197283	SSM 197296	10.620.07~2.224.837	10.620.06~2.224.839
	SSM 197296	SSM 206925	5.716.17~16.3.033	5.716.6.22~16.3.029
	SSM 206925	SSM 203673	3.945.5.26~20.58.6	3.945.5.26~20.58.6
	SSM 203673	SSM 197296	33.647.10.27~56.28.4	33.647.10.27~56.28.4
	SSM 197296	SSM 197296	2.387.11.42~16.0.148	3.287.11.41~16.0.756

(C1) RESTRICTION ON THE USE OF LAND AND POSITIVE COVENANT IDP 12M47(79)  
 (C3) RESTRICTION ON THE USE OF LAND AND POSITIVE COVENANT IDP 12221(20)  
 (FII) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH  
 (CII) COVENANT (5329785), RESTRICTION ON THE USE OF LAND (DP 260703)  
 (J2) COVENANT (5329784)  
 (K8) EASEMENT FOR DRAINAGE OF WATER 1/5 WIDE  
 (M6) POSITIVE COVENANT 3 WIDE  
 (W6) RESTRICTION ON THE USE OF LAND 0.9 AND 3 WIDE  
 (0.9 WIDE UNLESS OTHERWISE NOTED)

MFP DENOTES METAL FENCE POST 0.065 SQUARE  
 TTPRF DENOTES NEW TIMBER POST & RAIL FENCE


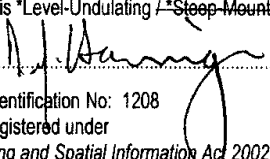
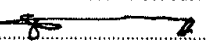


**DIAGRAM 2**  
NTS

SURVEYOR Name Date Reference	DANIEL JAMES HANNIGAN CABRE CONSULTING (NSW) P/L T: (02) 8008 5000 22/11/2018 X13295-SIGLC	PLAN OF SUBDIVISION OF LOT 31 IN DP 1243920 AND LOT 1220 IN DP 1214793	L.G.A. Locality Reduction Ratio Lengths are in metres.	CAMDEN GLEDSWOOD HILLS 1:1 1	Registered 01.03.2019	DP1243920
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ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<p>Registered:  01.03.2019</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p><b>DP1243920</b></p>	
<p><b>PLAN OF SUBDIVISION OF LOT 31 IN DP 1222120 AND LOT 1220 IN DP 1214793</b></p>		<p>LGA: CAMDEN</p> <p>Locality: GLEDSDOOD HILLS</p> <p>Parish: NARELLAN</p> <p>County: CUMBERLAND</p>	
<p><b>Survey Certificate</b></p> <p>I, DANIEL JAMES HANNIGAN          of CALIBRE CONSULTING (NSW) P/L,          L2, 2 BURBANK PLACE, NORWEST BUSINESS PARK          NORWEST, NSW 2153. ph: 02 8808 5000          a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on ....., or</p> <p>*(b) The part of the land shown in the plan ("being"/"excluding" ** .....          LOTS 4225 AND 4226 ..... )          was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, 22/11/2018... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: ..... 'A' - 'B' .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / **Steep-Mountainous.</p> <p>Signature:  Dated: 22/11/2018</p> <p>Surveyor Identification No: 1208</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	
<p><b>Subdivision Certificate</b></p> <p>I, <u>SUGULE MOHAMED</u>          *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: .....</p> <p>Consent Authority: <u>Camden Council</u></p> <p>Date of endorsement: <u>13/02/2019</u></p> <p>Subdivision Certificate number: <u>14.2017.1487.1</u></p> <p>File number: <u>DA/2017/1487</u></p> <p>*Strike through if inapplicable.</p>			
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 260703, DP 1214791, DP 1214792, DP 1214793,          DP 1214794, DP 1222120, DP 1222121, DP 1229996,          DP 1229998, DP 1233070, DP 1233071, DP 1233072</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF SERENITY CIRCUIT TO THE PUBLIC AS PUBLIC ROAD.</p>	
<p>Surveyor's Reference: X13295-STG4C</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

ePlan

<b>PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 2 of 4 sheet(s)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> <b>Registered:</b> <b>01.03.2019</b> </div> <div style="text-align: right;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <b>PLAN OF SUBDIVISION OF LOT 31 IN          DP 1222120 AND LOT 1220 IN DP 1214793</b> </div> <div style="margin-top: 10px;">           Subdivision Certificate number: <u>14.2017.1487.1</u>            Date of Endorsement: <u>13/02/2019</u> </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 20px;">             DP1243920           </div> <div style="font-size: 0.8em;">             This sheet is for the provision of the following information as required:             <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul> </div>	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, IT IS INTENDED TO:</p> <p>A) CREATE:</p> <ol style="list-style-type: none"> <li>1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (K8)</li> <li>2. RESTRICTION ON THE USE OF LAND 0.9 AND 3 WIDE (W6)</li> <li>3. POSITIVE COVENANT 3 WIDE (W)</li> <li>4. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (F11)</li> <li>5. RESTRICTION ON THE USE OF LAND</li> <li>6. RESTRICTION ON THE USE OF LAND</li> <li>7. RESTRICTION ON THE USE OF LAND</li> <li>8. RESTRICTION ON THE USE OF LAND</li> <li>9. RESTRICTION ON THE USE OF LAND</li> <li>10. POSITIVE COVENANT</li> </ol> <p>B) RELEASE:</p> <ol style="list-style-type: none"> <li>1. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (DD) (VIDE DP 1214794)</li> <li>2. PUBLIC ACCESS EASEMENT VARIABLE WIDTH (E7) (VIDE DP 1233072)</li> <li>3. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (F9) (VIDE DP 1233072)</li> <li>4. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (KK) (VIDE DP 1214792)</li> </ol> <div style="text-align: right; margin-top: 100px;">               Camden Council Authorised Person           </div> <p style="text-align: center; font-size: 0.8em; margin-top: 20px;">If space is insufficient use additional annexure sheet</p>		
Surveyor's Reference: X13295-STG4C		

ePlan

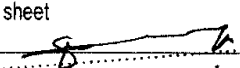
<b>PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 3 of 4 sheet(s)
<div style="text-align: right; font-size: small;">Office Use Only</div> <p><b>Registered:</b>  01.03.2019</p> <p><b>PLAN OF SUBDIVISION OF LOT 31 IN DP 1222120 AND LOT 1220 IN DP 1214793</b></p> <p>Subdivision Certificate number: <u>14.2017-14.87.1</u></p> <p>Date of Endorsement: <u>13/02/2019</u></p>	<div style="text-align: right; font-size: small;">Office Use Only</div> <div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 20px;">           DP1243920         </div> <div style="font-size: x-small; margin-top: 10px;">           This sheet is for the provision of the following information as required:           <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul> </div>	

SCHEDULE OF STREET ADDRESSES


LOT NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
4201	30	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4202	28	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4203	26	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4204	24	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4205	22	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4206	20	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4207	18	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4208	16	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4209	14	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4210	12	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4211	10	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4212	8	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4213	6	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4214	4	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4215	7	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4216	9	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4217	11	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4218	13	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4219	15	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4220	17	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4221	19	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4222	21	SERENITY	CIRCUIT	GLEDSDOOD HILLS
4223	5	SPICE	STREET	GLEDSDOOD HILLS
4224	1	SPICE	STREET	GLEDSDOOD HILLS
4225	121	GLEDSDOOD HILLS	DRIVE	GLEDSDOOD HILLS
4226	89	GLEDSDOOD HILLS	DRIVE	GLEDSDOOD HILLS

If space is insufficient use additional annexure sheet

Surveyor's Reference: X13295-STG4C

  
 Camden Council Authorised Person

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:  01.03.2019		<b>DP1243920</b>
PLAN OF SUBDIVISION OF LOT 31 IN DP 1222120 AND LOT 1220 IN DP 1214793		
Subdivision Certificate number: 14.2017.1487.1 Date of Endorsement: 13/02/2019		
		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
<p><b>Execution by Mirvac Homes (NSW)</b> ) Pty Limited ACN: 006 922 998 by the party's ) Attorney pursuant to power of Attorney ) Registered Book 4753 No. 49 who states ) that no notice of revocation of the power of ) Attorney has been received in the ) Presence of : )</p> <p>..... Witness (Signature)</p> <p>..... Attorney (Signature)</p> <p>WILLIAM JAMES ANTHONY Witness (Print)</p> <p>NINO BABANI Attorney (Print)</p> <p>Level 28, 200 George Street Sydney NSW 2000</p> <p>DEVELOPMENT MANAGER Address and Occupation of Witness (Print)</p> <p>..... Witness (Signature)</p> <p>..... Attorney (Signature)</p> <p>WILLIAM JAMES ANTHONY Witness (Print)</p> <p>JUSTIN RAINIER SOTO Attorney (Print)</p> <p>Level 28, 200 George Street Sydney NSW 2000</p> <p>DEVELOPMENT MANAGER Address and Occupation of Witness (Print)</p> <p>If space is insufficient use additional annexure sheet</p>		
Surveyor's Reference: X13295-STG4C		

Diagrams A, B, C, D, and E are not to scale. Diagram A is at a scale of 1/4000. Diagrams B, C, D, and E are not to scale.

The diagrams show the proposed subdivision of land in the City of Sydney, New South Wales. The land is bounded by the Sydney Harbour Bridge and the Sydney Harbour Bridge Road. The diagrams show the proposed subdivision of land into lots, with lot numbers and areas indicated. The diagrams also show the proposed roads and easements for the subdivision.

The diagrams are labeled as follows:

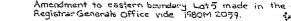
- DIAGRAM "A" - SCALE 1/4000
- DIAGRAM "B" - NOT TO SCALE
- DIAGRAM "C" - NOT TO SCALE
- DIAGRAM "D" - NOT TO SCALE
- DIAGRAM "E" - NOT TO SCALE

The diagrams show the proposed subdivision of land into lots, with lot numbers and areas indicated. The diagrams also show the proposed roads and easements for the subdivision.

The diagrams are labeled as follows:

- DIAGRAM "A" - SCALE 1/4000
- DIAGRAM "B" - NOT TO SCALE
- DIAGRAM "C" - NOT TO SCALE
- DIAGRAM "D" - NOT TO SCALE
- DIAGRAM "E" - NOT TO SCALE

12th February, 1981



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

AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day.  
29th August, 1990

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

(Sheet 3 of 3 sheets)

PART 1

DP 260703

Subdivision of Lots 1 and 2 in  
Deposited Plan 587778, Lot 1 in  
Deposited Plan 567627, Lots 1 and 2  
in Deposited Plan 209114 and part Lot  
B in Deposited Plan 421226 covered by  
Council Clerk's Certificate No. 10/80  
of 16th May, 1980 and Council Clerk's  
Certificate No. 40/1980 of 23rd May, 1980

ALLIANCE ACCEPTANCE CO. LIMITED as Mortgagee  
hereby consents to the within Plan of  
Subdivision.

Dated this 23rd day of June

1980.

SIGNED in my presence by the said  
PETER JOHN LEWIS and PETER  
LEONARD ATKINS duly constituted  
Attorneys of Alliance Acceptance  
Co. Limited who are personally  
known to me.

*Geoffrey Peter Bonney*  
Justice of the Peace.

MERCANTILE CREDITS  
as Mortgagee hereby consents to the  
within Plan of Subdivision.  
Dated this 18th day of June, 1980.

JUDITH WATKINS DAY

MERCANTILE CREDITS LIMITED by two of its  
Attorneys who solicitors have no noticed execution  
of the Power of Attorney dated 1st June  
1977 Registered Number 631 Book 3280 (N.S.W.)  
whereby they execute this document.

*U. Rieunier*  
*G. Bonney*  
A Justice of the Peace

INSTRUMENT SETTING OUT INTERESTS CHARGED  
PURSUANT TO SECTION 88B, CONVEYANCING ACT,  
1919, LODGED WITH D.P. 260703  
27.11.1980

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.  
29th August, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919  
(Sheet 1 of 3 sheets)

Plan: D.P. 260703

PART 1

Subdivision of lots 1 and 2 in  
Deposited Plan 587778, Lot 1 in  
Deposited Plan 567627, Lots 1 and 2  
in Deposited Plan 209114 and part Lot  
B in Deposited Plan 421226 covered by  
Council Clerk's Certificate No. 10/80  
of 16 May 1980 and Council Clerk's  
Certificate No. 40/1980 of 23rd May 1980

Full name and address of  
proprietor of the land:

1. Identity of easement firstly  
referred to in above-  
mentioned plan

Schedule of lots affected

Lots burdened

- 4,3,2
- 5,4
- 5,4,3
- 5,4,3,2

2. Identity of restriction  
secondly referred to in  
above-mentioned plan

Restriction as to user

Schedule of lots affected

Lots burdened

- 4,3,2
- 5,3,2
- 5,4,2
- 5,4,3

PART 2

1. Terms of easement for services firstly referred to in above-mentioned plan

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the land benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, lay out, construct, erect, install, carry, maintain and use through, above, on and under the land burdened all drains, pipes, conduits, underground wires or other equipment and materials necessary to provide and carry all or any water, sewerage, gas electric light, telephone, and/or other domestic services to and from the said land benefited PROVIDED THAT the said drains, pipes, conduits, underground wires

to Burwood  
11/10/1992  
11/10/1992

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919  
(Sheet 2 of 3 sheets)

Plan: DP 260703

PART 2

Subdivision of lots 1 and 2 in  
Deposited Plan 587778, Lot 1 in  
Deposited Plan 567627, Lots 1 and 2  
in Deposited Plan 209114 and part Lot  
B in Deposited Plan 421226 covered by  
Council Clerk's Certificate No. 10/80  
of 16 May 1980 and Council Clerk's  
Certificate No. 40/1980 of 23rd May 1980

and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the rights of carriage-way hereby reserved TOGETHER WITH the right for the grantee and every person authorised by him with any tools, implements, or machinery necessary for the purposes of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and/or free access to the land benefited and will restore without delay that surface as nearly as practicable to its original condition.

2. Terms of restriction as to user secondly referred to in above-mentioned plan

That should it be necessary at any time by a decision of the registered proprietors of a minimum of two of the lots hereby benefited by the right of carriage-way and easement for services 20.0 wide and variable width before-mentioned to repair, maintain or renew the road and/or drainage works constructed within the right of carriage-way that the cost of such new works shall be borne by each lot burdened by this restriction in equal proportions.

Signed in my presence by  
KEITH LAWRENCE RABALIN

Who is personally known to me  
J. G. Murray

Signed in my presence by  
JOHN GREGORY MURPHY

Who is personally known to me  
John G. Gregory

Town Clerk of the Municipality of Camden

to Burwood  
11/10/1992  
11/10/1992



RP 13  
1978

STAMP DUTY



# TRANSFER

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

\$329785

OFFICE USE ONLY

2	7 of 8	X
\$ 21.		+

DESCRIPTION  
OF LAND  
Note (a)

Volume 10163

Folio 25

Now being the Whole of the  
Land in C.T. Vol. 14305  
Fol. 164.

PART WHOLE

Being Lot 2 in D.P. 260703

AT MINTO

TRANSFEROR  
Note (b)

WALTER EDWIN INGALL of Liverpool, Mercer.

OFFICE USE ONLY

N

ESTATE  
Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 127,500.00  
and transfers an estate in fee simple  
in the land above described to the TRANSFEE

TRANSFEE  
Note (b)

ALL OF 129 DEER ROAD PRESTONS  
VINCENTO PISCIUNERI, Fruiterer and ELIZABETH PISCIUNERI, his wife as Joint  
Tenants as to an undivided one-quarter share, GIUSEPPE PISCIUNERI, Fruiterer  
and ROSINA PISCIUNERI, his wife as Joint Tenants as to an undivided one-quarter  
share, FRANK GALLUZZO, Accountant and MARIA GALLUZZO his wife, as Joint Tenants  
as to an undivided one-quarter share, SAMUEL VINCENT GALLUZZO, Accountant, and  
ANGELA CATERINA GALLUZZO as joint tenants as to an undivided one-quarter share.  
~~as joint tenants in common~~ HIS WIFE

OFFICE USE ONLY

over.

TENANCY  
Note (d)

Subject to the following PRIOR ENCUMBRANCES 1. Easement for Transmission Line in K. 135414

PRIOR  
ENCUMBRANCES  
Note (e)

2. 3.

DATE OF TRANSFER

5.12.80

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION  
Note (f)

Signed in my presence by the transferor who is personally known to me

Stuart White

Signature of Witness

STUART WHITE

Name of Witness (BLOCK LETTERS)

160 Earthenware Street Sydney

Address and occupation of Witness

Schick

Signed in my presence by the transferee who is personally known to me

Note (f)

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

W. Galluzzo

Signature of Transferor

(V. Galluzzo)  
Solicitor for Signature of Transferee

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

LODGED BY

GALLUZZO & COLOTTA SOLICITORS  
15 WILLIAM STREET, PARADE

LOCATION OF DOCUMENTS

CT OTHER

10 2-10-81

Herewith.

In R.G.O. with

Produced by

Delivery Box Number 10234

OFFICE USE ONLY

Extra Fee

Checked

REGISTERED 1-10-1981

ON

COPIES

\$ 329785.

Registrar General

211

RP 13  
1979

# INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

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 parties to the dealing.

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 parties and the attesting witnesses.

If it is intended to create easements, covenants, &c., use forms RP13A, RP13B, RP13C as appropriate.

Rule up all blanks.

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 being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126.  
 (ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.  
 (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. Rous.

## (b) Show the full name, address and occupation or description.

(c) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(d) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(e) In the memorandum of prior encumbrances, state only the registered number of any mortgage, lease, charge or writ to which this dealing is subject.

## (f) Execution:

### GENERALLY

(i) Should there be insufficient space for execution of this dealing, use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.

The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

### ATTORNEY

(iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or resolver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. . . . and I declare that I have no notice of the revocation of the said power of attorney".

### AUTHORITY

(iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

### CORPORATION

(v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

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

(h) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, p/bte for probate, L/A, for letters of administration, &c.

## OFFICE USE ONLY

DIRECTION: PROP		FIRST SCHEDULE DIRECTIONS				
No. OF NAMES:						
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D)	(E)	NAME AND DESCRIPTION
	164	1/4	1/4	J.	V. AND E. PESCHNERE	} AS T/C.
	164	2	1/4	J.	G. AND R. PESCHNERE.	
	164	3	1/4	J.	F. AND M. GALLUZO.	
	164	4	1/4	J.	S.V. AND A.C. GALLUZO.	
SECOND SCHEDULE & OTHER DIRECTIONS						
(F)	FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I)	DEALING NUMBER	(K) DETAILS

THIS IS THE ANNEXURE TO MEMORANDUM OF TRANSFER FROM WALTER EDWIN  
INGALL to VINCENZO PISCIUNERI, ELIZABETH PISCIUNERI, GIUSEPPE  
PISCIUNERI, ROSINA PISCIUNERI, FRANK GALLUZZO, MARIA GALLUZZO,  
SAMUEL VINCENT GALLUZZO and ANGELA CATERINA GALLUZZO DATED THE  
5th DAY OF December, 1980

The Transferees for themselves their executors, administrators  
and assigns hereby covenant with the Transferor that the Transferor  
shall not be bound to contribute to the erection or cost of erection  
of any dividing fence between the subject Lot 2 in Deposited Plan  
260703 and the adjoining land being Lots 1, 3, 4 and 5 in Deposited  
Plan 260703 so long as they are owned by the Transferor or his successors  
in title other than purchasers on sale and this covenant may be released  
varied or modified by the owner from time to time of the adjoining  
Lots 1, 3, 4 and 5 in Deposited Plan 260703 respectively.

Signed in my presence by the Transferor who is  
personally known to me:-

..... *Stuart White* .....  
Signature of Witness

..... STUART WHITE .....  
Name of Witness (BLOCK LETTERS)

..... 160 Castlereagh Street Sydney .....  
Address and Occupation of Witness

..... *Saharati* .....  
.....

*Walter Ingall*

Signed in my presence by the Transferee who is  
personally known to me:-

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address and Occupation of Witness

.....  
.....

ePlan

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

LENGTHS ARE IN METRES

Sheet 1 of 11 Sheets

Plan:

**DP1243920**

**Plan of Subdivision of Lot 31 in DP 1222120 and Lot 1220 in DP 1214793**

**Covered by Subdivision Certificate No. 14.2017.1487.1  
 Dated 13/02/2019**

Full name and address of the owner of the land:

**Lots 31 in DP 1222120 and 1220 in DP 1214793**

Mirvac Homes (NSW) Pty Limited  
 (ACN 006 922 998)  
 Level 28, 200 George Street  
 Sydney NSW 2000

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Drainage of Water 1.5 wide (K8)	4208	1309/1214794 1310/1214794 1311/1214794 1312/1214794 1313/1214794 1314/1214794 3201/1233072 3202/1233072 3203/1233072
		4216	4215
		4217	4215 and 4216
		4218	4215, 4216 and 4217
		4219	4215 – 4218 Inclusive
		4220	4215 – 4219 Inclusive
		4221	4215 – 4220 Inclusive
		4222	4215 – 4221 Inclusive

  
 Camden Council Authorised Person

Plan:

**DP1243920**

**Plan of Subdivision of Lot 31 in DP 1222120 and  
 Lot 1220 in DP 1214793**

**Covered by Subdivision Certificate No. 14.2017.1487.1**

**Dated 13/02/2019**

**PART 1 (Creation)  
 (Continued)**

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:
2.	Restriction on the Use of Land 0.9 and 3 wide (W6)	PART LOTS 4215 – 4221 Inclusive PART 4222  That Part of 4225 designated (W6) That Part of 4226 designated (W6)	That Part of 4226 designated (W6) That Part of 4225 designated (W6) and That Part of 4226 designated (W6) 4222 4215 – 4222 Inclusive
3.	Positive Covenant 3 wide (W)	PART 4225 PART 4226	Camden Council
4.	Easement for Drainage of Water variable width (F11)	4225	Camden Council
5.	Restriction on the Use of Land	Each Lot except 4223 – 4226 Inclusive	Every other Lot except 4223 – 4226 Inclusive
6.	Restriction on the Use of Land	Each Lot except 4223 – 4226 Inclusive	Camden Council
7.	Restriction on the Use of Land	Each Lot except 4223 – 4226 Inclusive	Camden Council
8.	Restriction on the Use of Land	4215 – 4222 Inclusive	Camden Council

.....  
 Camden Council Authorised Person

ePlan

LENGTHS ARE IN METRES

Sheet 3 of 11 Sheets

Plan:

**DP1243920**

**Plan of Subdivision of Lot 31 in DP 1222120 and  
Lot 1220 in DP 1214793**

**Covered by Subdivision Certificate No. 14.2017.1487.1**

**Dated 13/02/2019**

**PART 1 (Creation)  
(Continued)**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
9.	Restriction on the Use of Land	4225 4226	Camden Council
10.	Positive Covenant	4225 4226	Camden Council

.....  
Camden Council Authorised Person

ePlan

LENGTHS ARE IN METRES

Sheet 4 of 11 Sheets

Plan:

**DP1243920**

**Plan of Subdivision of Lot 31 in DP 1222120 and  
 Lot 1220 in DP 1214793**

**Covered by Subdivision Certificate No. 14.2017.1487.1**

**Dated 13/02/2019**

**PART 1A (Release)**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit à prendre to be released and referred to in the plan</b>	<b>Burdened lots(s) or parcel(s):</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1.	Easement for Drainage of Water 3 wide (DD) (vide DP 1214794)	1220/1214793	Camden Council
2.	Public Access Easement variable width (E7) (vide DP 1233072)	1220/1214793 31/1222120	Camden Council
3.	Easement for Drainage of Water 3 wide (F9) (vide DP 1233072)	1220/1214793 31/1222120	Camden Council
4.	Easement for Drainage of Water 1.5 wide (KK) (vide DP 1214792)	1117/1214792 1118/1214792 1119/1214792 1120/1214792 1121/1214792 1122/1214792 1123/1214792 1124/1214792 1125/1214792	1220/1214793 excepting that part shown 4223 in the plan

.....  
 Camden Council Authorised Person

Plan:

**DP1243920**

**Plan of Subdivision of Lot 31 in DP 1222120 and  
Lot 1220 in DP 1214793**

**Covered by Subdivision Certificate No. 14.2017.1487.1**

**Dated 13/02/2019**

**PART 2 (Terms)**

**1. Terms of Easement for Drainage of Water numbered 1 in the plan:**

The Terms of the Easement for Drainage of Water are as prescribed in Part 8 of Schedule 8 of the Conveyancing Act 1919.

**Name of Authority required to consent to release, vary or modify the Easement for Drainage of Water numbered 1 in the plan: Camden Council.**

**2. Terms of Restriction on the Use of Land numbered 2 in the plan:**

1. The registered proprietor(s) must not, without the prior written approval of Camden Council:
  - a) Do any act, matter or thing to prevent the retaining wall from remaining in good order.
  - b) Make or permit or suffer any alterations, damage or removal of the retaining wall.
2. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the retaining wall and any dispute is a civil matter to be resolved with the relevant parties.

For the purpose of this restriction "retaining wall" means the retaining wall within the area designated (W6) in the abovementioned plan.

**Name of Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 2 in the plan: Camden Council.**

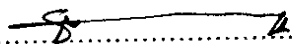
**3. Terms of Positive Covenant numbered 3 in the plan**

The registered proprietor(s) covenant with Camden Council to:

1. keep in good order, and
2. maintain and repair

the retaining wall within the area designated (W) in the abovementioned plan.

**Name of Authority empowered to release, vary or modify the Positive Covenant numbered 3 in the plan: Camden Council.**

  
.....  
Camden Council Authorised Person



Plan:

**DP1243920**

**Plan of Subdivision of Lot 31 in DP 1222120 and  
Lot 1220 in DP 1214793**

**Covered by Subdivision Certificate No. 14.2017.1487.1**

**Dated 13/02/2019**

**PART 2 (Terms)  
(Continued)**

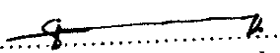
**4. Terms of Easement for Drainage of Water numbered 4 in the plan:**

The Terms of the Easement for Drainage of Water are as prescribed in Part 7 of Schedule 4A of the Conveyancing Act 1919

**Name of Authority required to consent to release, vary or modify the Easement for  
Drainage of Water numbered 4 in the plan: Camden Council.**

**5. Terms of Restriction on the Use of Land numbered 5 in the plan.**

- 5.1 No building or buildings shall be erected or permitted to remain erected on each Lot Burdened unless such building has terracotta or cement roof tiles or with powder coated metal roofs.
- 5.2 No fence shall be erected or be permitted to remain erected unless the fence is:
- a) Made of timber (lapped and capped) or concrete
  - b) Where constructed on the secondary street boundary, if applicable, terminated at the front building line
  - c) Where timber and visible from the street painted and constructed of vertical timber battens with minimum spacing between the battens of 10mm.
  - d) Where concrete rendered and painted
- Or it is located within 3m from the boundary with the adjoining land being Lots 4225 and 4226 in DP 1234920. (Refer Restriction No.8)
- 5.3 No fence shall be erected on a burdened lot to divide it from any adjoining land owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited. Such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited.
- 5.4 No Air-conditioning unit is to be installed:
- a) In any front porch/balcony of a lot burdened; or
  - b) In any area on or in a lot burdened where the air conditioning unit is visible from ground level outside the lot.
- 5.5 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not omit odours.
- 5.6 No vehicle may be parked on a lot burdened unless it is parked:
- a) In a garage or driveway on the burdened lot; or
  - b) In an area designated as being an area where a vehicle may be parked

  
Camden Council Authorised Person

Plan:

**DP1243920**

**Plan of Subdivision of Lot 31 in DP 1222120 and  
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**Covered by Subdivision Certificate No. 14.2017.1487.1  
Dated 13/02/2019**

**PART 2 (Terms)  
(Continued)**

- 5.7 No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable items is visible from ground level outside the burdened lot.
- 5.8 No retaining wall that is visible from ground level outside a lot shall be constructed or permitted to remain constructed unless the retaining wall is constructed of a masonry material.
- 5.9 In this restriction on the use of land:
- a) "Mirvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006 922 998 and its successors nominees or assigns other than purchasers on sale; and
  - b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created.

**Name of Person or Authority empowered to release vary or modify the Restriction numbered 5 in the plan.**

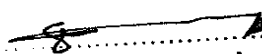
- a) **Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.**
- b) **Mirvac Homes (NSW) Pty Limited for such period as it is the registered proprietor of land in the Plan and thereafter the owners of the lot benefited.**

**6. Terms of Restriction on the Use of Land numbered 6 in the plan:**

**Design of Footings**

No dwellings, garages or other structures shall be permitted on the lot burdened UNLESS the foundations/footings proposed for such structures have been designed to account for the geotechnical classification of each lot burdened and such foundation/footing design is certified by a suitably qualified Structural or Civil Engineer and a copy of the design and certification has been provided to the Authority approving the construction.

**Name of Authority empowered to release, vary or modify the Restriction numbered 6 in the plan: Camden Council.**

  
.....  
Camden Council Authorised Person

ePlan

LENGTHS ARE IN METRES

Sheet 8 of 11 Sheets

Plan:

**DP1243920**

**Plan of Subdivision of Lot 31 in DP 1222120 and  
Lot 1220 in DP 1214793**

**Covered by Subdivision Certificate No. 14.2017.1487.1**

**Dated 13/02/2019**

**PART 2 (Terms)  
(Continued)**

**7. Terms of Restriction on the Use of Land numbered 7 in the plan:**

**Salinity Management**

No construction works, including earthworks, imported fill, landscaping, buildings and associated infrastructure shall be permitted on the lots burdened unless such construction is carried out in accordance with the 'Report on Salinity Investigation and Management Plan' prepared by Douglas Partners project 76616.04 dated October 2014.

**Name of Authority empowered to release, vary or modify the Restriction numbered 7 in the plan: Camden Council.**

**8. Terms of Restriction on the Use of Land numbered 8 in the plan:**

No fence shall be erected or permitted to remain on the lot burdened if it is within 3m of the boundary with the adjoining land being Lots 4225 and 4226 in DP 1234920 UNLESS the fence is 1.2m in height, of an open style, constructed of metal, and finished in black.

**Name of Authority empowered to release, vary or modify the Restriction numbered 8 in the plan: Camden Council.**

  
.....  
Camden Council Authorised Person

ePlan

LENGTHS ARE IN METRES

Sheet 9 of 11 Sheets

Plan:

**DP1243920**

**Plan of Subdivision of Lot 31 in DP 1222120 and  
Lot 1220 in DP 1214793**

**Covered by Subdivision Certificate No. 14.2017.1487.1**

**Dated 13/02/2019**

**PART 2 (Terms)  
(Continued)**

**9. Terms of Restriction on the Use of Land numbered 9 in the plan:**

No structure shall be permitted on the lot UNLESS the structure is a Class 10b structure under the Building Code of Australia.

**Name of Authority empowered to release, vary or modify the Restriction numbered 9 in the plan: Camden Council.**

**10. Terms of Positive Covenant numbered 10 in the plan:**

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietor the whole of their lot as an asset protection zone, including, but not limited to, the removal of vegetation in accordance with fuel load requirements and restricting the placement of combustible materials, buildings or improvements, complying with the requirements of Camden Council and the NSW Rural Fire Service relevant and applicable at the time.

**Name of Authority empowered to release, vary or modify the Positive Covenant numbered 10 in the plan: Camden Council.**

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Camden Council Authorised Person

ePlan

LENGTHS ARE IN METRES

Sheet 10 of 11 Sheets

Plan:

**DP1243920**

Plan of Subdivision of Lot 31 in DP 1222120 and  
Lot 1220 in DP 1214793

Covered by Subdivision Certificate No. 14-2017.1487.1


Dated 13/02/2019

**Seals & Signatures**

**Execution by Camden Council**


Signed by SUGULE MOHAMED

As an authorised delegate of Camden Council  
pursuant to S.377 of the Local Government Act 1993  
and I hereby state that I have no notice of  
revocation of such delegation.

  
.....

Signature of Delegate

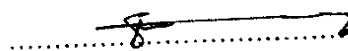
I certify that I am an eligible witness and that  
the Delegate signed in my presence:

  
.....  
Signature of Witness

CHRISTOPHER WOOD  
.....  
Name of Witness

70 CENTRAL AVE, ORAN PARK  
.....

N.S.W 2570  
.....  
Address of Witness

  
.....  
Camden Council Authorised Person

LENGTHS ARE IN METRES

Sheet 11 of 11 Sheets

Plan:

**DP1243920**

**Plan of Subdivision of Lot 31 in DP 1222120 and  
Lot 1220 in DP 1214793**

**Covered by Subdivision Certificate No. 14.2017.1487.1**

**Dated 13/02/2019**

**Seals & Signatures**

**Execution by Mirvac Homes (NSW)**

Pty Limited ACN: 006 922 998 by the party's  
Attorney pursuant to power of Attorney  
Registered Book 4753 No. 49 who states  
that no notice of revocation of the power of  
Attorney has been received in the  
Presence of :

Witness (Signature)

WILLIAM JAMES ANTHONY  
Witness (Print)

Level 28, 200 George Street  
Sydney NSW 2000

DEVELOPMENT MANAGER  
Address and Occupation of Witness (Print)

Witness (Signature)

WILLIAM JAMES ANTHONY  
Witness (Print)

Level 28, 200 George Street  
Sydney NSW 2000

DEVELOPMENT MANAGER  
Address and Occupation of Witness (Print)

Attorney (Signature)

NINO BABANI  
Attorney (Print)

Attorney (Signature)

JUSTIN RAINIER SOTO  
Attorney (Print)

REGISTERED



01.03.2019

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

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

Certificate number: 20234907  
Reference number: 1338630  
Certificate issue date: 11/08/2025  
Certificate fee: \$71.00  
Applicant's reference: 334439  
Property number: 1181339  
Applicant's email: [ecertificates@infotrack.com.au](mailto:ecertificates@infotrack.com.au)

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 4212 DP: 1243920  
Address: **8 Serenity Circuit GLEDSWOOD HILLS NSW 2557**

**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.

## **PATTERN BOOK DEVELOPMENT 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 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.

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

Complying development MAY be carried out on the land

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

## **5 EXEMPT DEVELOPMENT**

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
  - (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.



## GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

## ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

## TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

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

## 6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

## 7 LAND RESERVED FOR ACQUISITION

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

No.

## 8 ROAD WIDENING AND ROAD REALIGNMENT

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

- (a) the Roads Act 1993, Part 3, Division 2, or

- (b) an environmental planning instrument, or
- (c) a resolution of the council.

No.

## 9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

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

Unknown.

- (3) In this section—

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

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

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

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

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

- (2) In this section—

*adopted policy* means a policy adopted—

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

### LAND SLIP

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

### BUSH FIRE



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

### **TIDAL INUNDATION**

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

### **SUBSIDENCE**

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

### **ACID SULFATE SOILS**

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

### **CONTAMINATION**

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

### **AIRCRAFT NOISE**

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

### **SALINITY**

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

### **COASTAL HAZARDS**

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

### **SEA LEVEL RISE**





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

## **11 BUSH FIRE PRONE LAND**

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

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

No.

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

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

No.

## **13 MINE SUBSIDENCE**

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

No.

## **14 PAPER SUBDIVISION INFORMATION**

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

(a) applies to the land, or

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

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

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

Not Applicable

## **15 PROPERTY VEGETATION PLANS**

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



No.

## **16 BIODIVERSITY STEWARDSHIP SITES**

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

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

No.

## **17 BIODIVERSITY CERTIFIED LAND**

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

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

No.

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

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

No.

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

Not Applicable.

## **20 WESTERN SYDNEY AEROTROPOLIS**

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

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

No.

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

No.



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

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

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

No.

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

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.

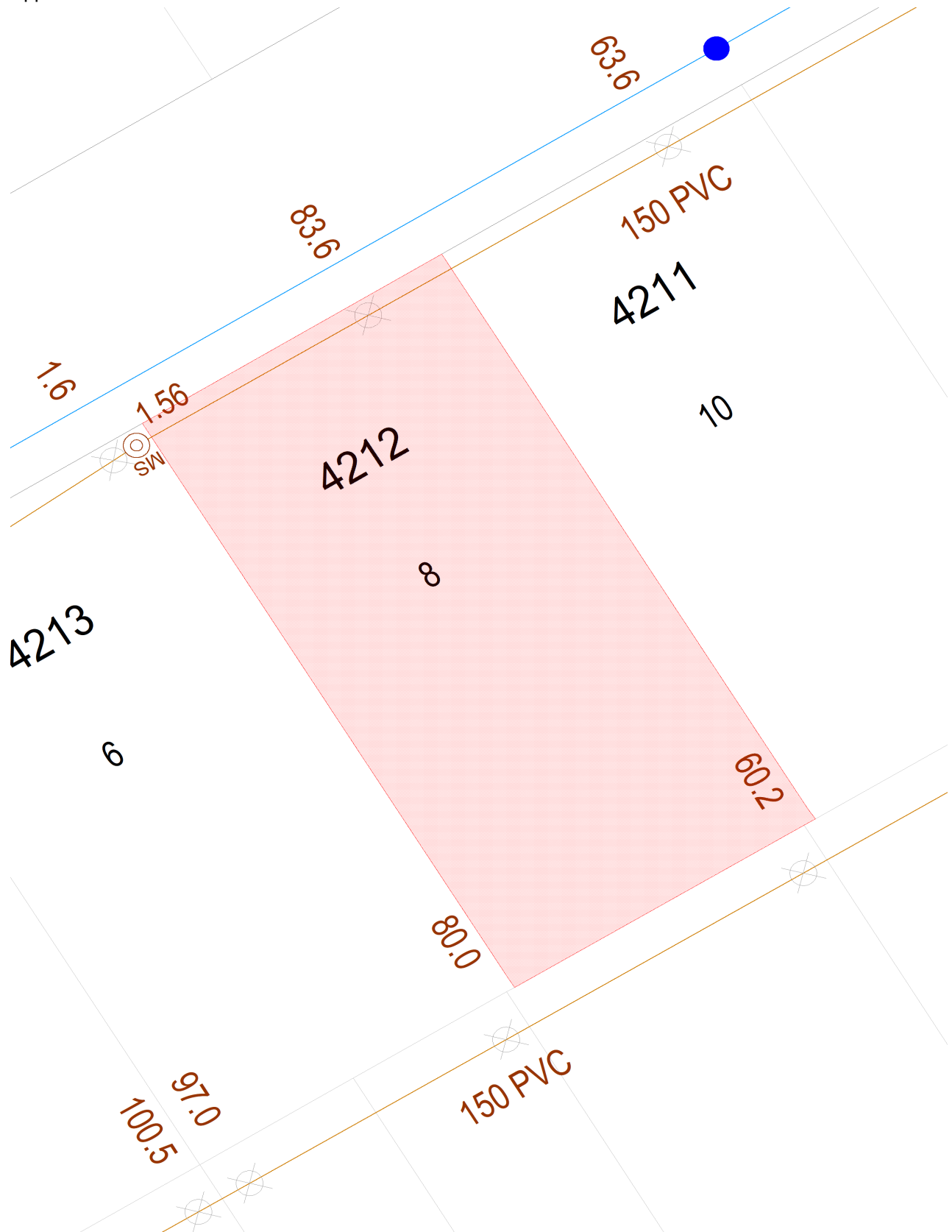
The information contained in this certificate is accurate as at the date of this certificate.

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

# Service Location Print

Application Number: 8004534709



Document generated at 11-08-2025 04:11:18 PM

## Disclaimer

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

# Asset Information

## Legend

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

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## 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

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11 August 2025

**Infotrack Pty Limited**

**Reference number: 8004534739**

**Property address: 8 Serenity Cct Gledswood Hills NSW 2557**

## **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**