

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Simon Property Co Shop 2N, 351 Oran Park Drive Oran Park NSW 2570	Phone: (02) 4602 2000 Email: daniel@simonpropertyco.au Ref: Daniel Moro - 0428 214 521
co-agent		
vendor	Varadaraj Subramani and Navila Muniswamy	
vendor's solicitor	Golottas Solicitors Suite 4, Ground Floor, 12-16 Daniel Street Wetherill Park NSW 2164 PO Box 6529 Wetherill Park BC NSW 1851	Phone: (02) 9729 3286 Email: dgolotta@ggaslaw.com.au Ref: DG:DS:013602
date for completion land (address, plan details and title reference)	6 weeks after the contract date 11 Hennings Way, Gledswood Hills, New South Wales 2557 Registered Plan: Lot 1230 Plan DP 1200894 Folio Identifier 1230/1200894	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

GST AMOUNT (optional) The price includes GST of: \$
 buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <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>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</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) PEXA
-
- 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** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

SECTION 66W CERTIFICATE

I, _____ of _____, certify as follows:

1. I am a Solicitor currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **11 Hennings Way, Gledswood Hills NSW 2557**, from **Varadaraj Subramani and Navila Muniswamy** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Varadaraj Subramani and Navila Muniswamy** and am not employed in the legal practice of a solicitor acting for **Varadaraj Subramani and Navila Muniswamy** nor am I a member or employee of a firm of which a solicitor acting for **Varadaraj Subramani and Navila Muniswamy** is a member or employee; and
4. I have explained to
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

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:

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

77 Hennings Way, Gledswood Hills NSW 2550

SPECIAL CONDITIONS

Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

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

 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
-

3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

ADDITIONAL CLAUSES FORMING PART OF THE CONTRACT

30. AMENDMENTS TO STANDARD CONTRACT

30.1 The following clauses in the 2022 standard Contract for the Sale of Land are amended as follows: -

- (a) Clause 7.1.1 - delete and replace with "any amount is claimed";
- (b) Clause 7.2.4 - delete "and the costs of the Purchaser";
- (c) Clause 9.1 - is amended by adding after the words "10% of the price)" the following words "and the Purchaser shall pay to the Vendor as additional consideration any additional GST payable by the Vendor in relation to the deposit in the event that the deposit becomes a taxable supply (whether on forfeiture of the deposit or otherwise) pursuant to this clause within 5 business days of the date the Vendor demands payment of the additional monies on account of GST.";
- (d) Clause 13.7.2 - is amended to insert the words "or within two business days of such later date as the Vendor provides the Purchaser with written notice that the sale is a taxable supply" after the words "on completion";
- (e) Clause 14.4.2 - is amended to read "the amount to be adjusted for Land Tax is the amount of Land Tax actually paid or payable in respect of the land by virtue of the ownership by the registered proprietor excluding surcharge land tax (as defined in the *Land Tax Act 1956*), if any.";
- (f) Clause 23.9.1 - replace "1%" with "5%";
- (g) Clause 24.1.1 - is deleted;
- (h) A new clause 4.15 is inserted as follows: -

"The parties acknowledge and agree that withdrawal from conducting this Conveyancing Transaction as an electronic transaction ("the withdrawal") by either party will not disadvantage the Vendor and prevent the Vendor from serving a Notice to Complete notwithstanding that the Vendor is as a result of the withdrawal unable to meet any deadline imposed in the Contract."

- (i) Clause 30.4 - is replaced with the following: -

“The Purchaser may serve a form of transfer on the Vendor where the transferee is not the Purchaser in the following circumstances: -

30.4.1 the Purchaser has asked the Vendor to consent to the transferee by notice in writing signed personally by the Purchaser for this form of transfer ;

30.4.2 the Vendor has consented to the transferee; and

30.4.3 the Purchaser indemnifies the Vendor against any claim, loss, cost, expense, damage or liability of any type the Vendor may suffer or incur directly or indirectly as a result of the alteration to the transferee. This clause 30.4 will not merge on completion.”

31. ACKNOWLEDGEMENTS BY THE PURCHASER

- 31.1 The Purchaser acknowledges that no representation or warranty by the Vendor or anyone on the Vendors behalf has been made or given to the Purchaser or anyone on the Purchasers behalf in respect of the property or any part of the property except as specified in this agreement and relies upon its own inquiries and inspections made before entering this agreement.
- 31.2 This Contract constitutes the entire agreement as to the sale of the property hereby sold between the Vendor and the Purchaser.

32. CONDITION OF PROPERTY

- 32.1 The Purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

33. REAL ESTATE AGENTS

- 33.1 The Purchaser was not introduced to the property or the Vendor by any Real Estate Agent or other person entitled to claim commission as a result of this sale (other than the Vendors agent, if any, specified in this Contract).

- 33.2 The Purchaser will indemnify the Vendor against any claim for commission by any Real Estate Agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. This right continues after completion.

34. LATE COMPLETION

- 34.1 Provided that the Vendor is ready, willing and able to give title to the Purchaser, if this Contract is not completed for any reason (other than the Vendors default) on or before the Completion date then in addition to any other right which the Vendor may have under this Contract or otherwise the Purchaser will on completion of this Contract pay to the Vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this Contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

35. NOTICE TO COMPLETE

- 35.1 Despite any rule of law or equity to the contrary, the Vendor and the Purchaser agree that any notice to complete under this Contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- 35.2 In addition to the interest payable under Clause 34.1 hereof, the Purchaser shall pay to the Vendor the sum of three hundred and fifty dollars (\$350.00) to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses to be allowed by the Purchaser as an additional adjustment on completion.

36. CAPACITY

- 36.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this Clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

- 36.1.1 dies or becomes mentally ill, then the other party may rescind this Contract by written notice to the first party's Solicitor and thereupon this Contract will be at an end and the provisions of Clause 19 apply; or
- 36.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this Contract.

37. FIRB APPROVAL

- 37.1 The Purchaser warrants to the Vendor that it either does not require or has obtained the consent of the Treasurer of the Commonwealth of Australia under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and any other consent or approval whatsoever that may be necessary to enable the Purchaser to validly enter into and be bound by this Contract.
- 37.2 The Purchaser hereby indemnifies and must keep indemnified the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered as a result of or arising out of or in connection with a breach of the Purchaser of its warranty contained in this Clause.
- 37.3 This Condition will not merge on completion.

38. PURCHASER' FINANCE

- 38.1 The Purchaser expressly warrants to the Vendor that it either holds a current loan approval in an amount and upon terms which it considers to be reasonable and fully satisfactory and sufficient to enable the completion of this Contract or that it does not require finance to complete this agreement.

39. REDUCED DEPOSIT

- 39.1 The Purchaser acknowledges that the Vendor is normally entitled to require payment of a deposit equal to 10% of the price on the date of this Contract.
- 39.2 In the event that the Vendor has accepted less than 10% of the price as a deposit, if the Purchaser defaults in the observance or performance of

any of the Purchasers obligations under this Contract, the Purchaser must pay to the Vendor the balance required to make up 10% of the price immediately upon demand by the Vendor.

- 39.3 If the Purchaser fails to pay the additional amount on demand by the Vendor, the Vendor may recover the additional amount from the Purchaser as a debt.

40. RELEASE OF DEPOSIT

40.1 The Purchaser: -

- 40.1.1 authorises the Vendor to use all or part of the deposit as a deposit on a purchase by the Vendor of a property or as duty on the Contract for the Sale of land for that property;
- 40.1.2 authorises the stakeholder to release all or part of the deposit for those purposes; and
- 40.1.3 must give on request to the stakeholder a written authority to release all or part of the deposit.

41. SWIMMING POOLS ACT 1992

41.1 If there is a swimming pool or spa on the property then:

- 41.1.1 The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act.
- 41.1.2 The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool and the erection of a warning notice.

42. PARTICULARS OF TITLE

- 42.1 The Purchaser agrees that sufficient particulars of the Vendors title are disclosed in this Contract. The Purchaser is not entitled to request further particulars of the Vendors title.

42.2 The Purchaser will take title subject to existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities. The Purchaser will make no requisition, objection or claim for compensation in respect of:

42.2.1 the nature, location, availability or non-availability of any of them;

42.2.2 any of them being a joint service with any other property;

42.2.3 any service for any other property or any connections for any other property which pass through the property;

42.2.4 any sewer or water main or connection which passes through in or over the property;

42.2.5 any manhole or vent on the property; and

42.2.6 the absence of any rights or easements in respect of any of those installations or services or utilities, or in respect of the mains, pipes or connections to and from the property for them.

43. CAVEATS AND EXISTING MORTGAGES

43.1 The Purchaser will not require the Vendor prior to completion to register a Discharge of any Mortgage or withdraw any Caveat affecting the property. The Purchaser will accept on completion a duly executed Discharge of any Mortgage or Withdrawal of any Caveat, and the Vendor will allow the Purchaser the appropriate adjustment for lodgment fees.

43.2 The Purchaser will not register any Caveat against any of the Certificates of Title relating to the property notifying its interest under the Contract.

44. REQUISITIONS

44.1 For the purposes of Clause 5.1, the requisitions or general questions about the property or the title may only be in the form of the Requisitions on Title attached to this Contract.

45. GUARANTEE (IF PURCHASER IS A COMPANY)

45.1 This Clause applies if the Purchaser is a Corporation but does not apply to a Corporation listed on an Australian Stock Exchange. This Clause is an essential term of this Contract.

45.2 The word *Guarantor* means and (being two of the Directors of the Purchaser or, if the Purchaser is a sole Director/Secretary Corporation, the sole Director/Secretary).

45.3 In consideration of the Vendor entering into this Contract at the Guarantors request, the Guarantor guarantees to the Vendor:

45.3.1 payment of all money payable by the Purchaser under this Contract; and

45.3.2 the performance of all of the Purchasers other obligations under this Contract.

45.4 The Guarantor:

45.4.1 indemnifies the Vendor against any claim, action, loss, damages, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract; and

45.4.2 must pay on demand any money due to the Vendor under this indemnity.

45.5 The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:

45.5.1 The performance by the Purchaser of its obligations under this Contract; and

45.5.2 Any damage incurred by the Vendor as a result of the Purchasers failure to perform its obligation under this Contract or the termination of this Contract by the Vendor.

45.5.3 The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendors exercise or attempted exercise of any right under this Clause.

45.5.4 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantors obligations under this Clause.

45.5.5 The Guarantors obligations under this Clause are not released, discharged or otherwise affected by:

45.5.5.1 the granting of any time, waiver, covenant not to sue or other indulgence;

45.5.5.2 the release or discharge of any person;

45.5.5.3 an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;

45.5.5.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute , a Court or otherwise;

45.5.5.5 payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

45.5.5.6 the winding up of the Purchaser.

45.5.5.7 this Clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.

46. GST

46.1 In this Clause:

"GST" has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999

46.2 The Purchaser will pay to the Vendor, in addition to the purchase price, any (and all) Tax or like impost (including any GST) the Australian Taxation Office imposes upon the Vendor in respect of the sale as well as any other money which becomes payable to the Vendor pursuant to the provisions of this Contract. This Clause shall not merge on completion.

46.3 In the event that the subject property is zoned for residential purposes, or is used predominantly for residential purposes, then the Purchaser hereby warrants at the time of entering into this Contract the Purchaser does not have any intention to change the use of the property.

- 46.4 Should the Vendor incur any Goods and Services Tax (GST) liability arising out of a change of use of the property by the Purchaser then the Purchaser shall indemnify the Vendor in relation to the amount of such liability together with any interest, fines, costs and expenses incurred by the Vendor in connection with the change of use and imposition of such GST Liability.
- 46.5 This Clause shall not merge on settlement but continue for the benefit of the Vendor.

47. MISCELLANEOUS

- 47.1 Without in any manner excluding, modifying or restricting the rights of the Purchaser pursuant to section 52(A)(2)(b) of the *Conveyancing Act, 1919* and the *Conveyancing (Sale of Land) Regulation 2000*, the Vendor makes no warranty as to the completeness or accuracy of any of the documents or copy documents annexed in this Contract such that the Purchaser acknowledges that sufficient information is disclosed in this contract and the Vendor is under no obligation to provide any further information to the Purchaser.
- 47.2 These Special Conditions prevail over the Standard Conditions of the Contract for the Sale of Land in the event that an inconsistency occurs between the two.
- 47.3 Clause 16.8 is deleted.

48. LAND TAX ADJUSTMENT

- 48.1 Clause 14.4 is deleted;
- 48.2 The following is to be inserted in its place: -

Where the Vendor owns more than one property then Land Tax shall be calculated upon the basis that the Land Tax threshold exemption shall be apportioned amongst such properties. Where the subject property comprises a lot in a plan of subdivision or strata subdivision then the Land Tax adjustment shall be apportioned on an area basis.

- 48.3 Schedule of documents under Hearing "choices" as to Land Tax adjustment is hereby completed by answering "Yes" to the question "Land Tax adjustment required".

49. DEPOSIT BOND

- 49.1 This Clause applies if the Purchaser delivers a Bond to the Vendor instead of paying the deposit under Clause 2.1 ("Deposit and other payments before completion"). The Bond must:
- 49.1.1 be in a form acceptable to the Vendor (acting reasonably); and
 - 49.1.2 be for a period expiring not less than six (6) months from the issue date.
- 49.2 Instead of paying the deposit under Clause 2.1 ("Deposit and other payments before completion"), the Purchaser may deliver a Bond to the Vendor on or before the date of this Contract.
- 49.3 On completion the Purchaser must pay the Vendor in cash or by unendorsed bank cheque the amount of the deposit.
- 49.4 If the Vendor gives the Purchaser a notice in writing claiming forfeiture of the deposit, the Purchaser must pay to the Vendor within five (5) days of receiving that notice the amount of the deposit.
- 49.5 If the Purchaser does not comply with Clause 49.3 or Clause 49.4:
- 49.5.1 the Purchaser is immediately, without notice, in breach of an essential obligation under this Contract; and
 - 49.5.2 the Vendor may demand and is immediately entitled to payment from the issuer of the Bond the amount stipulated in the Bond.

50. SMOKE ALARMS

- 50.1 For the purposes of the *Conveyancing (Sale of Land) Regulation 2005*, Regulation 15: as the Contract relates to land on which a building is situated and smoke alarms or heat alarms are required by *Division 7A (Smoke alarms) of Part 9 (Fire safety and matters concerning the Building Code of Australia)* of the *Environmental Planning and Assessment Regulation 2000* the Vendor(s) acknowledge and advise that smoke alarms or heat alarms have been installed in the building as required by Regulation 186A of the *Environmental Planning and Assessment Regulation 2000*.

51. TENANCIES

- 51.1 In the event that the sale is subject to existing tenancies, the Purchaser acknowledges that it has relied upon its own enquiries with respect to the tenancies. The Purchaser agrees that despite the sale being subject to an existing tenancy, in the event that the tenant vacates the premises prior to completion the Purchaser shall not be entitled to raise any objection, make any claim for compensation, delay completion, rescind or terminate this Contract.
- 51.2 In the event that the tenant is not paying rent or is paying a reduced rent as a result of the Covid-19 pandemic or otherwise the Purchaser will be not be able to raise any objection, make any claim for compensation, delay completion, rescind or terminate this Contract.

52. CHRISTMAS HOLIDAY PERIOD

- 52.1 Notwithstanding the completion date referred to herein, the parties agree that in the event that the completion date falls between 1.00pm on 19th December 2024 and 5.00pm on 20th January 2025, the completion date shall be 24th January 2025.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

to make any RW payment.

28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



**LAND
REGISTRY
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1230/1200894

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
27/5/2024	12:17 PM	4	27/5/2024

LAND

LOT 1230 IN DEPOSITED PLAN 1200894
AT GLEDSDOOD HILLS
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1200894

FIRST SCHEDULE

VARADARAJ SUBRAMANI
NAVILA MUNISWAMY
AS JOINT TENANTS (T AK17219)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1161618 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S88B INSTRUMENT
- 3 DP1200894 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 4 DP1200894 EASEMENT TO DRAIN WATER 1.8 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1200894 EASEMENT TO DRAIN WATER 1.8 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 6 DP1200894 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 7 DP1200894 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE
S.88B INSTRUMENT
- 8 DP1200894 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 9 DP1200894 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT
- 10 AK17220 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

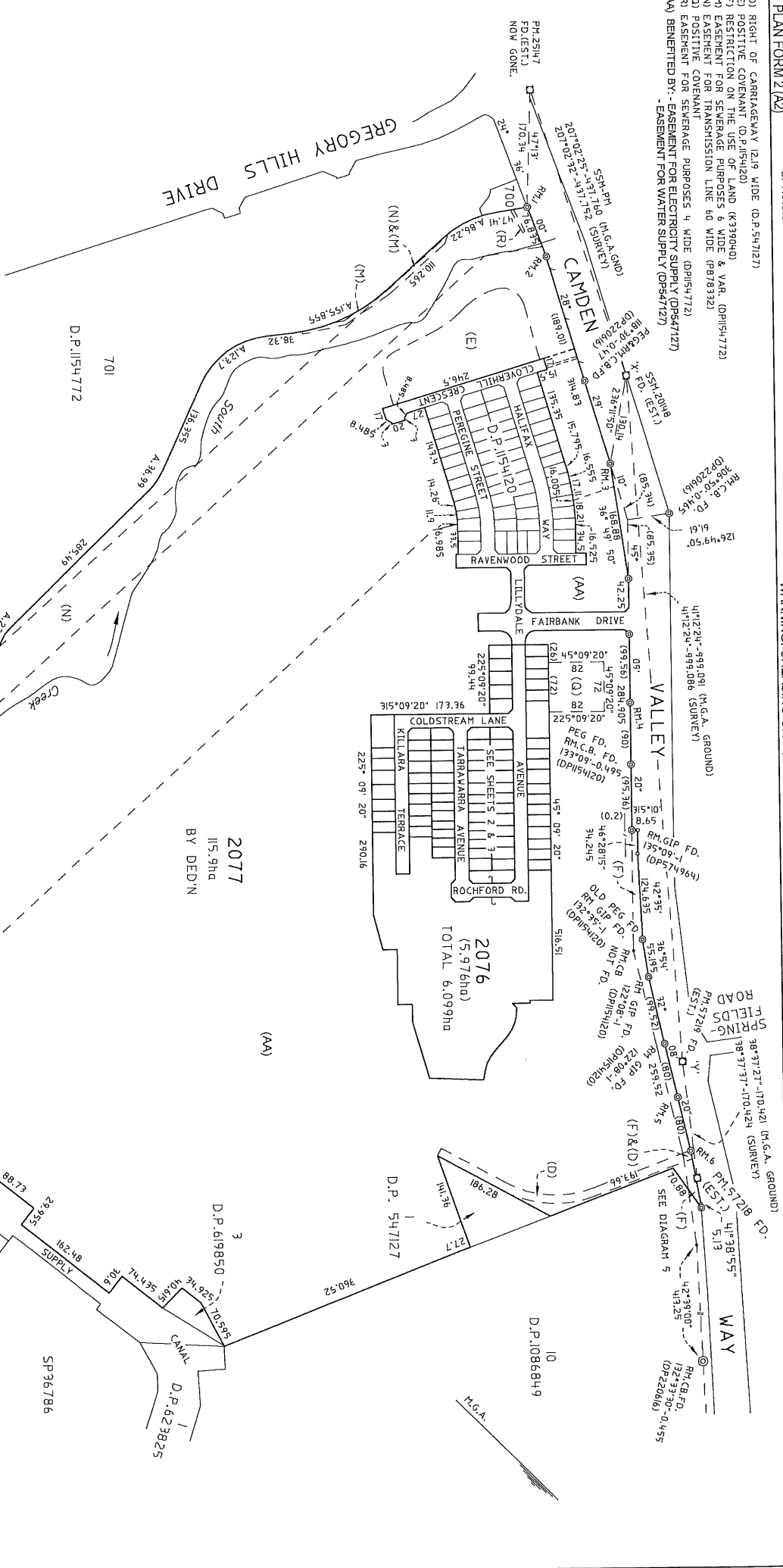
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

lngollf01

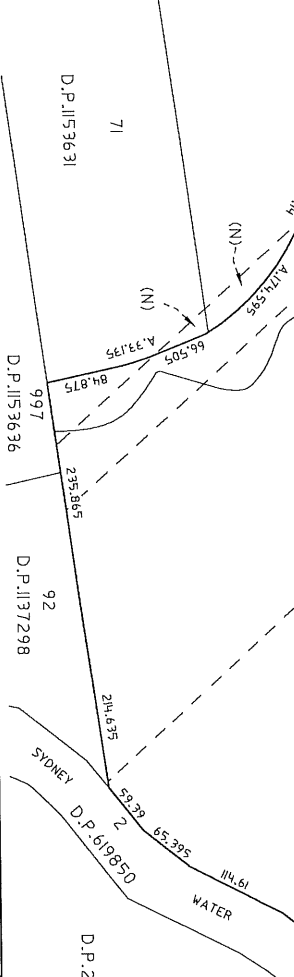
PRINTED ON 27/5/2024

- (D) RIGHT OF CARRIAGEWAY 12.19 M WIDE (D.P.547127)
- (E) POSITIVE COVENANT (D.P.154120)
- (F) RESTRICTION ON THE USE OF LAND (K339040)
- (G) EASEMENT FOR SEWERAGE PURPOSES 4 M WIDE (D.P.154127)
- (H) EASEMENT FOR TRANSMISSION LINE 6.0 M WIDE (P878332)
- (I) POSITIVE COVENANT
- (J) EASEMENT FOR SEWERAGE PURPOSES 4 M WIDE (D.P.154127)
- (K) EASEMENT FOR ELECTRICITY SUPPLY (D.P.547127)
- (L) BENEFITED BY - EASEMENT FOR WATER SUPPLY (D.P.547127)



SURVEYING & SPATIAL INFORMATION REGULATION, 2006				
MARK	EASTING	NORTHING	CLASSI ORDER	METHOD ORIGIN
PM.25H7	293 244.969	6 233 373.951	B	2
PM.51Z18	294 208.441	6 234 647.991	B	3
PM.51Z19	294 102.251	6 234 514.834	B	2
SM.20U48	293 444.003	6 233 163.100	B	2
SM.180001	293 921.759	6 233 998.216	C	3
SM.180002	294 031.995	6 234 123.782	C	3
SM.180003	293 982.370	6 234 061.600	C	3
SM.180004	294 093.437	6 234 878.274	C	3
SM.180005	294 039.866	6 233 986.353	C	3
SM.180006	294 140.717	6 233 845.166	C	3
SM.189713	293 748.594	6 233 902.957	C	3
SM.153279	293 816.644	6 233 802.048	C	3
SM.173944	293 707.228	6 233 985.048	C	3
SM.173977	293 708.364	6 233 995.044	C	3
SM.173700	293 789.944	6 233 804.776	C	3

M64 CO-ORDINATES ADOPTED FROM S.C.L.H.S. AS AT 30 SEPTEMBER, 2011
 COMBINED SCALE FACTOR = 1.00006



SCHEDULE of REFERENCE MARKS	
RM	DESCRIPTION
RM.1	BBG & DIST
RM.2	129°25'-1.74
RM.3	284°45'-0.69
RM.4	125°51'-1.75
RM.5	135°09'-1
RM.6	122°08'-1
RM.1	RM G.L.P. FD (DP115216)
RM.2	RM G.L.P. FD (DP115216)
RM.3	RM G.L.P. FD (DP115216)
RM.4	RM G.L.P. FD (DP1154120)
RM.5	RM G.L.P. FD (DP1154120)
RM.6	RM G.L.P. FD (DP1154120)

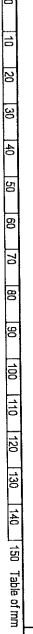
Surveyor: Vincent J Kennedy
 Date of Survey: 7 November 2011
 Surveyor's Ref: 7005-SG2A

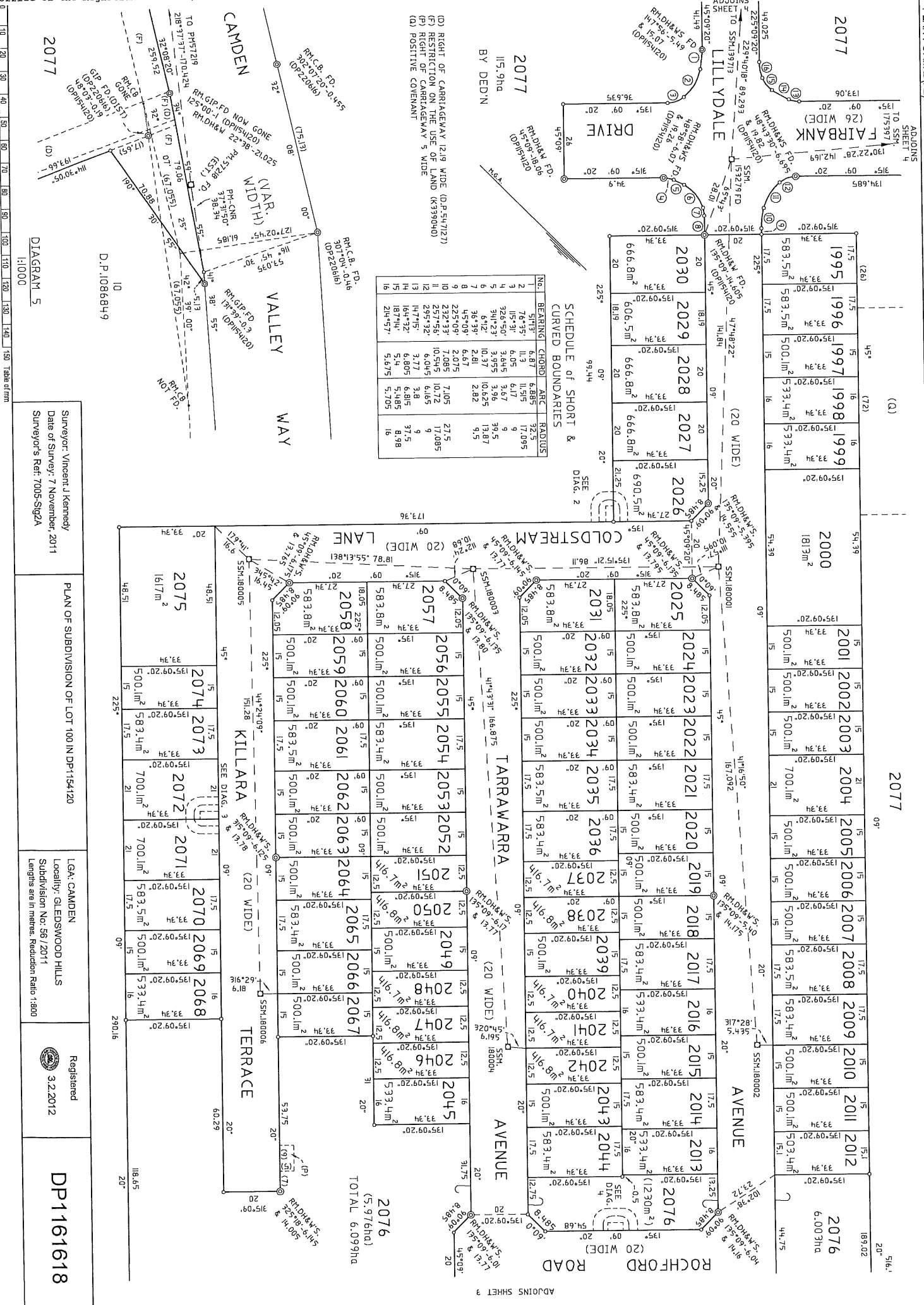
PLAN OF SUBDIVISION OF LOT 100 IN DP1154120

LGA: CAMDEN
 Locality: GLEDSWOOD HILLS
 Subdivision No: 56 / 2011
 Lengths are in metres. Reduction Ratio: 1:4000

Registered
 3.2.2012

DP1161618





Surveyor: Vincent J Kennedy
 Date of Survey: 7 November, 2011
 Surveyor's Ref: 7005-SG2A

PLAN OF SUBDIVISION OF LOT 1000 IN DP1154120

LGA: CAMDEN
 Locality: GLEDSWOOD HILLS
 Subdivision No: 56 / 2011
 Lengths are in metres. Reduction Ratio 1:800



Registered
 3.2.2012
 DP1161618

DIAGRAM 5
 I:1000

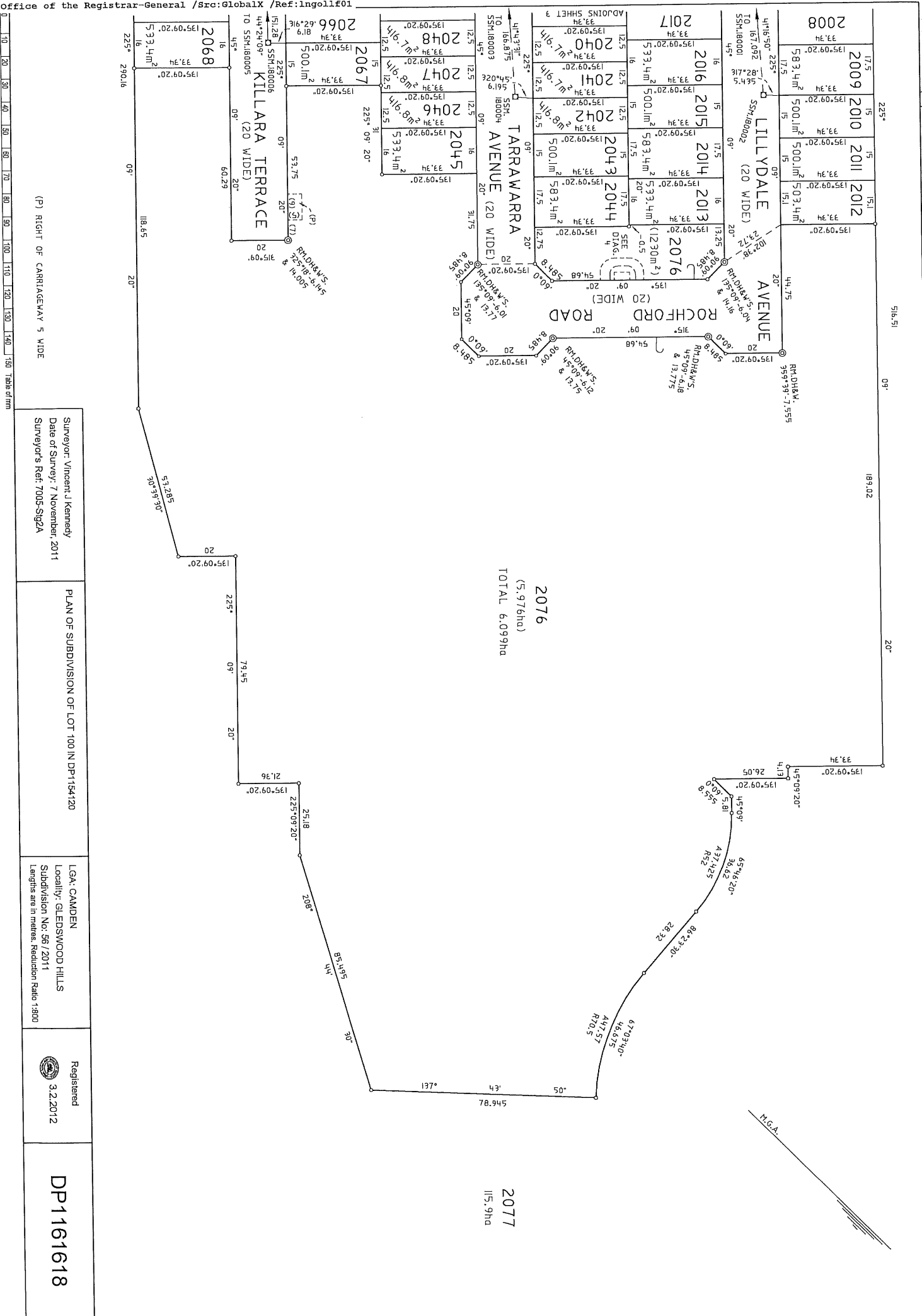
Surveyor: Vincent J Kennedy
 Date of Survey: 7 November, 2011
 Surveyor's Ref: 7005-SG2A

PLAN OF SUBDIVISION OF LOT 1000 IN DP1154120

LGA: CAMDEN
 Locality: GLEDSWOOD HILLS
 Subdivision No: 56 / 2011
 Lengths are in metres. Reduction Ratio 1:800



Registered
 3.2.2012
 DP1161618



(P) RIGHT OF CARRIAGEWAY 5 MIDE

Surveyor: Vincent J Kennedy
 Date of Survey: 7 November 2011
 Surveyors Ref: 7005-Sig2A

PLAN OF SUBDIVISION OF LOT 100 IN DP1154120

LGA: CAMDEN
 Locality: GLEDSWOOD HILLS
 Subdivision No: 56 / 2011
 Lengths are in metres. Reduction Ratio 1:800

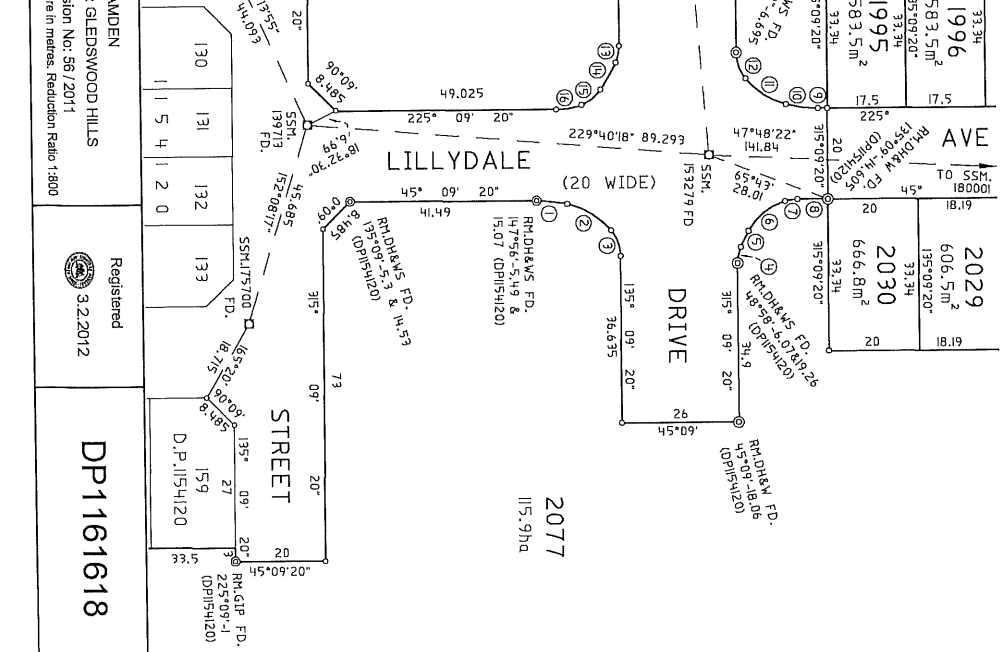
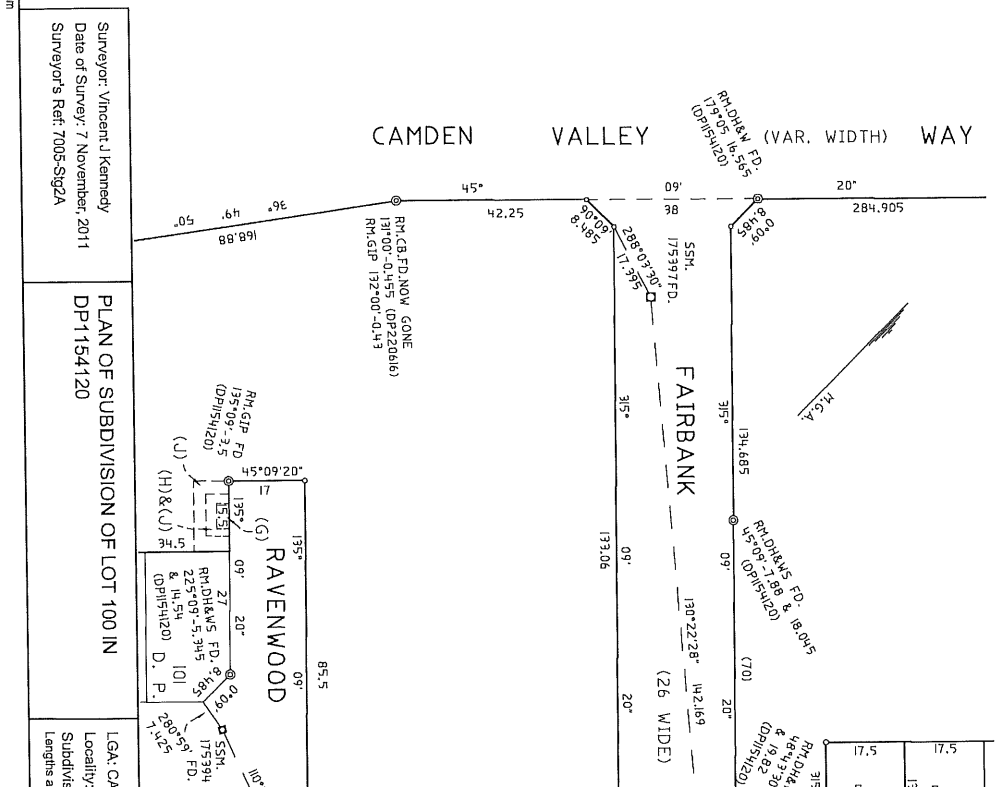
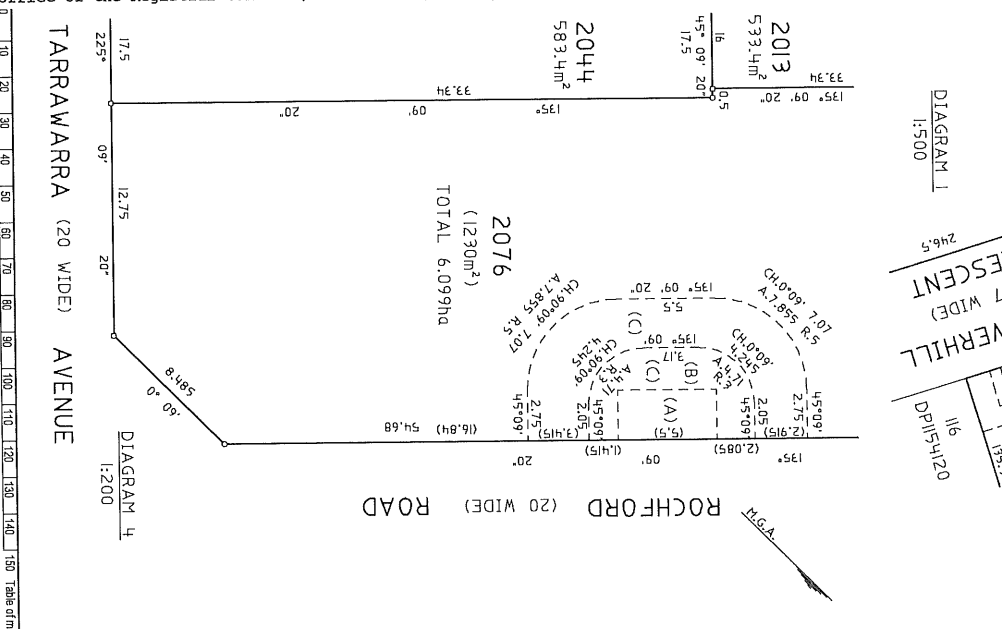
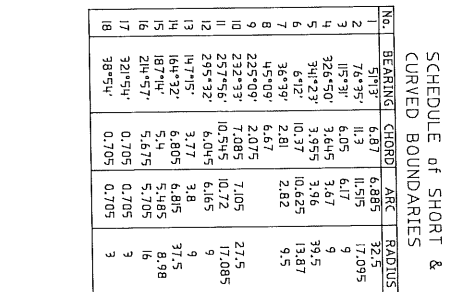
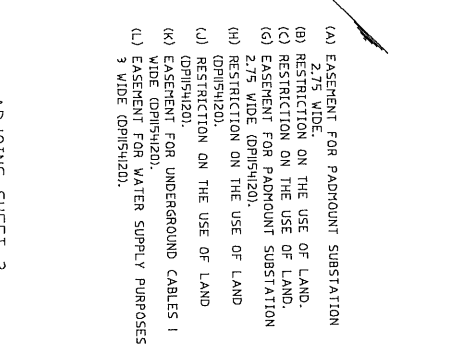
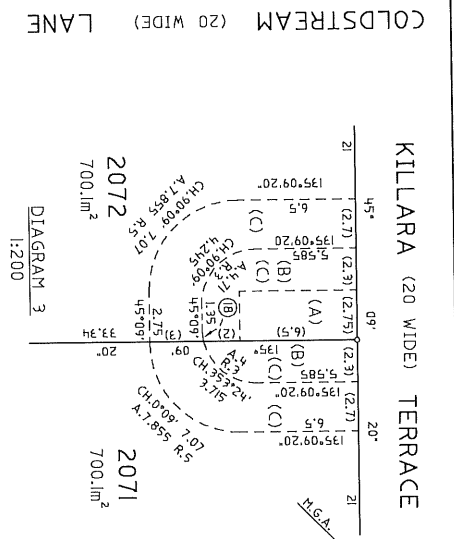
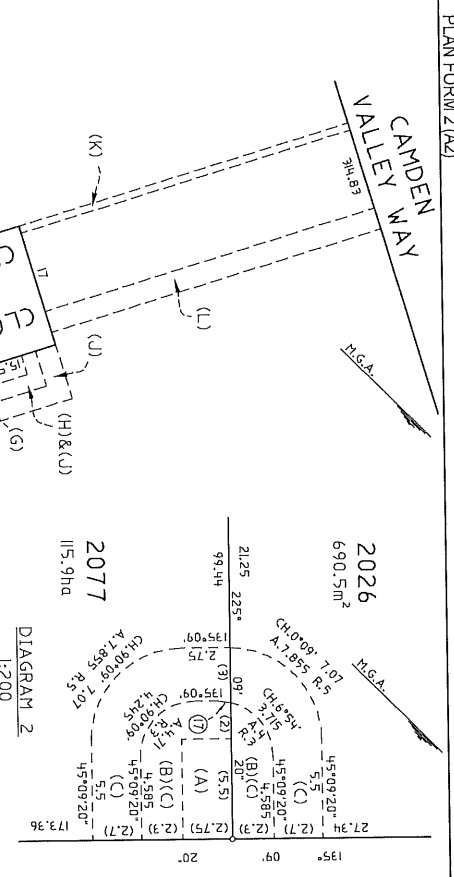
Registered
 3.2.2012

DP1161618

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	51°13'	6.87	6.885	32.5
2	74°35'	11.3	11.515	17.095
3	115°31'	6.05	6.117	9
4	324°50'	3.645	3.617	9.5
5	341°23'	3.955	3.96	13.817
6	6°12'	10.377	10.625	9.5
7	36°39'	2.81	2.82	
8	4°50'	6.67	6.675	37.5
9	225°09'	2.075	2.075	17.095
10	222°33'	10.245	10.272	
11	257°56'	10.245	10.272	
12	257°32'	6.075	6.075	9
13	147°15'	3.77	3.85	37.5
14	184°32'	6.805	6.805	8.98
15	187°57'	5.875	5.705	16
16	217°54'	0.705	0.705	3
17	38°54'	0.705	0.705	3



Surveyor: Vincent J Kennedy
 Date of Survey: 7 November, 2011
 Surveyor's Ref: 7005-Sg2A

PLAN OF SUBDIVISION OF LOT 1000 IN
 DP1154120

LGA: CAMDEN
 Locality: GLEDSWOOD HILLS
 Subdivision No: 56 / 2011
 Lengths are in metres. Reduction Ratio 1:800

Registered
 3.2.2012

DP1161618

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

* OFFICE USE ONLY

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

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

1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RIGHT OF CARRIAGEWAY 5 WIDE
5. POSITIVE COVENANT
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. POSITIVE COVENANT
12. RESTRICTION ON THE USE OF LAND

TO RELEASE;

1. EASEMENT FOR ELECTRICITY SUPPLY 1.525 WIDE, 2.44 WIDE & VARIABLE CREATED BY DP547127 (PARTIAL).
2. EASEMENT FOR WATER SUPPLY 1.525 WIDE & VARIABLE CREATED BY DP547127 (PARTIAL).

(Cont...page 2)

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

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given
 Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

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


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

JJ Swan
 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council
 Date of Endorsement: 20th December 2011
 Accreditation no:
 Subdivision Certificate no: 567 2001
 File no: DA 1305 / 2009

* Delete whichever is inapplicable.

DP1161618

Registered:  3.2.2012
 Title System: TORRENS
 Purpose: SUBDIVISION


PLAN OF SUBDIVISION OF LOT 100 IN DP1154120

LGA: CAMDEN
 Locality: GLEDSWOOD HILLS
 Parish: NARELLAN
 County: CUMBERLAND

Survey Certificate

I, Vincent Jonathon Kennedy of Youdale Strudwick & Co. P/L Suite 4, 114 Hampden Rd Artarmon, Fax 9419 4762 a surveyor registered under the Surveying & Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying & Spatial Information Regulation, 2006 and was completed on: 7 November 2011.

The survey relates to lots 1995 to 2076 incl. and part of lot 2077. (Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated 23/12/11
 Surveyor registered under the Surveying & Spatial Information Act, 2002

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

Plans used in the preparation of survey/compilation

DP1153216, DP795836, DP220616, DP619850, DP547127, DP1086849, DP583364, DP223407, DP1137298, DP360116

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

SURVEYOR'S REFERENCE: 7005-STG2A

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 IN
DP1154120

DP1161618

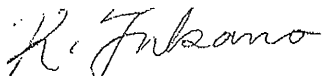
Registered:  3.2.2012

Subdivision Certificate No: 5612011

Date of Endorsement: 20th December 2011

IT IS INTENDED TO DEDICATE COLDSTREAM LANE,
TARRAWARRA AVENUE, KILLARA TERRACE, ROCHFORD ROAD
AND THE EXTENSION OF LILLYDALE AVENUE TO THE
PUBLIC AS PUBLIC ROAD.

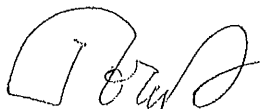
Signed for and on behalf of SH Camden Valley
Pty. Ltd. (ACN 137 331 376) pursuant to section
127 Corporations Act 2001



Director Secretary

Kohji Fukano

Name (print)



Director

Toru Abe

Name (print)



* OFFICE USE ONLY

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

(Sheet 1 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120
 covered by Council Subdivision
 Certificate No. *56/2011*

Full name and address of the owner
 of the land:

SH Camden Valley Pty. Ltd.
 Gnd Floor, 68 Waterloo Road
 Macquarie Park NSW 2113
 ACN 137 331 376

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Padmount Substation 2.75 wide.	2072, 2076, 2077	Endeavour Energy
2	Restriction on the Use of Land	2026, 2071, 2072, 2076, 2077	Endeavour Energy
3	Restriction on the Use of Land	2026, 2071, 2072, 2076, 2077	Endeavour Energy
4	Right of carriageway 5 wide	2076	Camden Council
5	Positive Covenant	2077	Camden Council
6	Restriction on the Use of Land	1995 to 1998 incl, 2004 to 2012 incl, 2015 to 2019 incl, 2058 to 2074 incl.	Camden Council
7	Restriction on the Use of Land	Each and every lot except lots 2000, 2075 & 2077	Camden Council
8	Restriction on the Use of Land	Each and every lot except lots 2000, 2075, 2076 & 2077	Each and every other lot except lots 2000, 2075, 2076 & 2077
9	Restriction on the Use of Land	Each and every lot	Each and every other lot
10	Restriction on the Use of Land	1995 to 1999 incl. & 2001 to 2012 incl.	Camden Council
11	Positive Covenant	1995 to 1999 incl. & 2001 to 2012 incl.	Camden Council
12	Restriction on the Use of Land	2077	Camden Council

JASwan

 Council Authorised Person

(Sheet 2 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120
covered by Council Subdivision
Certificate No. 56/2011

PART 1A

Number of item shown in the intention panel on the plan.	Identity of easement or profit à prendre, to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Electricity 1.525 wide, 2.44 wide & variable created by DP547127 (partial)	1/547127	Each & every lot except lot 2077
2	Easement for Water Supply 1.525 wide & variable created by DP547127 (partial)	1/547127	Each & every lot except 2077

PART 2

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

An Easement for Padmount Substation designated (A) as set out in Memorandum 9262886 filed at Land and Property Management Authority New South Wales, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

2. Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan.

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

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

1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and the owner provides the authority benefited with an engineer's certificate to this effect.

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


.....
Council Authorised Person

(Sheet 3 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120
covered by Council Subdivision
Certificate No. *56 (2011)*

3. Definitions:

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

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

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

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

The proprietor of the land hereby burdened (herein called 'the proprietor') shall covenant with Camden Council (herein called 'the Council') at all times in respect of the land hereby burdened, designated (Q) in the abovementioned plan, containing the modified "construction" on site detention/sediment control basin and water quality facility, and/or permanent water quality facility, herein called 'the basin' to;

- (a) construct, clean maintain and repair all pits, tanks pipe lines, orifice plates, trench barriers, walls, earth banks and other structures;
- (b) maintain the existing surface levels;
- (c) regularly mow and remove grass clippings and debris as necessary to ensure the efficient operation from time to time and at all times of the basin PROVIDED HOWEVER that Camden Council shall have the right enter


.....
Council Authorised Person

(Sheet 4 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120
covered by Council Subdivision
Certificate No. *56/2011*

upon the burdened lot with all necessary materials and equipment at all reasonable time and on reasonable times and on reasonable notice but at any time and without notice in the case of an emergency;

- (i) to view the state of repair of the basin;
- (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
- (iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within 14-days of the date receipt by the proprietor of written notice from the Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith up demand.

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

No building shall be constructed on the land burdened being a filled lot unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

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

All proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land burdened must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan under "Section 9 and 10" in the report titled "Report On Salinity Assessment And Management Plan: DA2 The Hermitage Camden Hills, Prepared for Sekisui House Camden Valley Pty Ltd, Prepared by Douglas Partners, Project 40741.32, dated September 2010."


.....
Council Authorised Person

(Sheet 5 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120
covered by Council Subdivision
Certificate No. 56/2011

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

1. No development shall occur on any lot hereby burdened unless such development is in accordance with the "Hardys Rise Design Guidelines" version 1 or as amended.
2. No development shall occur on any lot hereby burdened unless such development has received Sekisui House "Design Endorsement" in accordance with the "Hardys Rise Design Guidelines" version 1 or as amended.
3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on the burdened lot.
4. No caravan, trailer, mobile home, transportable dwelling or boat shall be parked in front of the front building line of the burdened lot.
6. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of SH Camden Valley Pty Ltd or its successors.

This restriction on use shall cease to have effect on the expiry of the period of ten (10) years from the dated of registration of the Deposited Plan to which this instrument relates.

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

For as long as SH Camden Valley Pty Ltd or its nominated successors is the registered proprietor of adjacent land, SH Camden Valley Pty Ltd will have no liability to contribute to the cost or carrying out of fencing work.


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Council Authorised Person

(Sheet 6 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120
covered by Council Subdivision
Certificate No. *S6/2011*

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

Some rooms within dwellings will require windows to be closed to meet internal noise criteria, as prescribed by PKA Acoustic Consulting Report "Stage 2A S96 Mound and Fence Changes" dated 31 October, 2011. As a result, the provision of alternative ventilation (possibly mechanical, provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required.

The above mentioned terms of restriction applies to the lots hereby burdened as follows;

All lots

Upper floors - All living areas and bedrooms with windows facing
Camden Valley Way,
Ground floor - All bedrooms facing Camden Valley Way.

Lots 1995 and 2001

Upper floor - All Living areas and bedrooms with windows to the south
western façade of the dwelling on the burdened lot,

Lots 1999 and 2012

Upper floor - All Living areas and bedrooms with windows to the north
eastern façade of the dwelling on the burdened lot.

11. Terms of Positive Covenant eleventhly referred to in the abovementioned plan.

To maintain suitable acoustic conditions, the proprietor of the land hereby burdened shall construct a 1.8m high fence in accordance with the locations identified in PKA Acoustic Consulting Report "Stage 2A S96 Mound and Fence Changes" dated 31 October, 2011.

The fence is to be of double lapped 15 millimetre timber board construction, allowing a continuous thickness of 30 millimetres.


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Council Authorised Person

(Sheet 7 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120
covered by Council Subdivision
Certificate No. *36/2011*

No person must alter, remove or destroy any part of the fence which forms part of the acoustic barrier without the **prior approval of Camden Council** and that the landowners or their assigns must maintain the acoustic barrier in good order at all times. If the acoustic barrier is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.

12. Terms of Restriction on the Use of Land twelfthly referred to in the abovementioned plan.

No person must alter, remove or destroy any part of the earth mound on the burdened lot which forms part of the acoustic barrier without the **prior approval of Camden Council** and that the landowners or their assigns must maintain the acoustic barrier in good order at all times. If the acoustic barrier is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.

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

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

Name of person or authority empowered to release, vary or modify the Easements, Restrictions and Positive Covenants fourthly, fifthly, sixthly, seventhly, tenthly, eleventhly and twelfthly referred to in the abovementioned plan.

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

Name of person or authority empowered to release, vary or modify the Restriction eighthly and ninthly referred to in the abovementioned plan.

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


.....
Council Authorised Person

(Sheet 8 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120
covered by Council Subdivision
Certificate No. *5612011*

Signed for and on behalf of SH Camden Valley
Pty. Ltd. (ACN 137 331 376) pursuant to section
127 Corporations Act 2001



.....
~~Director~~ Secretary

Kohji Fukano

.....
Name (print)



.....
Director

Toru Abe

.....
Name (print)

.....
JASwan
Council Authorised Person

(Sheet 9 of 9)

Plan: **DP1161618**

Subdivision of Lot 100 in DP1154120
covered by Council Subdivision
Certificate No. 56/2011

Signed on behalf of Endeavour Energy ABN
59 253 130 878 by its Attorney pursuant to
Power of Attorney Book 4613 No.641 in the
presence of:

Raymond Simmonds

Signature of witness

Raymond Simmonds

Name of witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Geoff Riethmuller

Signature of attorney

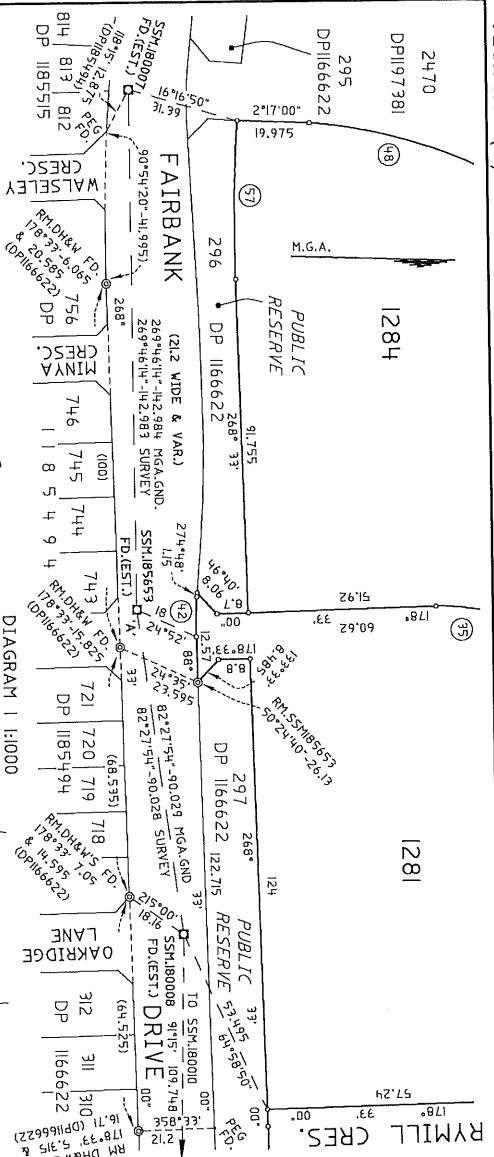
Name: Geoff Riethmuller
Position: Network Property Mgr
Date of execution: 16-11-2011
Reference: URS 12229

REGISTERED



3.2.2012

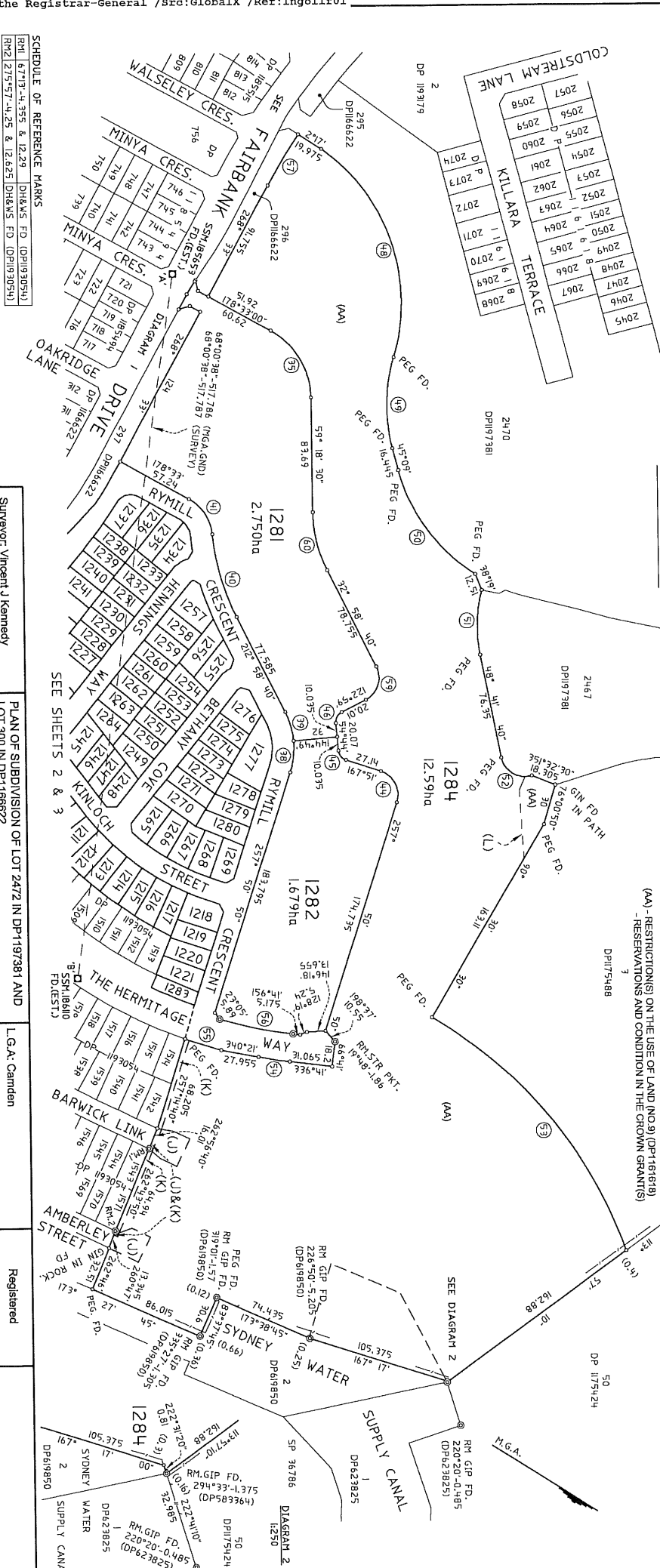
J. Swan
Council Authorised Person



MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
SSM180007	294 123.087	6 233 746.900	C	3	SCINS	3
SSM180008	294 356.144	6 233 750.280	C	3	SCINS	3
SSM180009	294 465.080	6 233 756.087	C	3	SCINS	3
SSM180010	294 566.479	6 233 733.687	C	3	SCINS	3
SSM180011	294 682.727	6 233 708.934	C	3	SCINS	3
SSM180012	294 671.272	6 233 708.692	C	3	SCINS	3
SSM180013	294 266.084	6 233 741.473	C	3	SCINS	3
SSM180014	294 699.508	6 233 835.255	C	3	SCINS	3
SSM180015	294 747.051	6 233 944.370	C	3	SCINS	3
SSM180016	294 482.478	6 233 938.772	C	3	PLACED	3
SSM180017	294 411.433	6 233 794.732	C	3	CAD. TRAY	PLACED
SSM180018	294 533.582	6 233 988.456	C	3	CAD. TRAY	PLACED
SSM180019	294 616.001	6 233 938.406	C	3	CAD. TRAY	PLACED
SSM180020	294 643.737	6 233 938.795	C	3	CAD. TRAY	PLACED
SSM180021	294 643.435	6 233 921.077	C	3	CAD. TRAY	PLACED
SSM180022	294 432.370	6 233 873.350	C	3	CAD. TRAY	PLACED
SSM180023	294 739.409	6 233 901.030	C	3	CAD. TRAY	PLACED
SSM180024	294 528.845	6 233 854.174	C	3	CAD. TRAY	PLACED

No	BEARING	CHORD	ARC	RADIUS
35	208°55'50"	58.174	59.49	5.61
36	246°19'50"	23.16	23.35	58
39	223°53'50"	21.975	22.105	58
40	223°36'20"	62.68	63.04	170
41	206°23'20"	30.82	32.065	33
42	271°40"	10.9	10.905	100
44	212°50'40"	25.495	26.275	18
45	201°17'	8.815	9.34	8
46	268°51'	6.975	9.53	8
48	40°47'00"	16.31	17.1495	135.7
49	61°04'20"	66.412	67.285	121.1
50	2°32'30"	94.935	96.63	127
51	61°05'40"	47.1	47.51	104.7
52	0°51'40"	25.795	29.055	17.4
53	20°11'0"	22.235	22.5895	320
54	3°30'31'50"	23.14	23.145	359.1
55	347°02'40"	27.885	27.87	366.2
56	161°20'20"	54.99	55.05	388.8
57	271°00'0"	43.635	43.65	378.8
59	257°58'40"	25.495	26.275	18
60	226°08'40"	43.325	43.705	95.1

MGA CO-ORDINATES ADOPTED FROM S.C.T.H.S. AS AT 9 SEPTEMBER, 2015
 COMBINED SCALE FACTOR 1:100000 ZONE 56



SCHEDULE OF REFERENCE MARKS
 RM1 6719-14-355 & 12-29 DHR&S FD (OP193054)
 RM2 275-57-14-25 & 12-625 DHR&S FD (OP193054)

Surveyor: Vincent J Kennedy
 Date of Survey: 10 September 2015
 Surveyor's Ref: 7005 ST12

PLAN OF SUBDIVISION OF LOT 2472 IN DP1197381 AND LOT 300 IN DP1168682

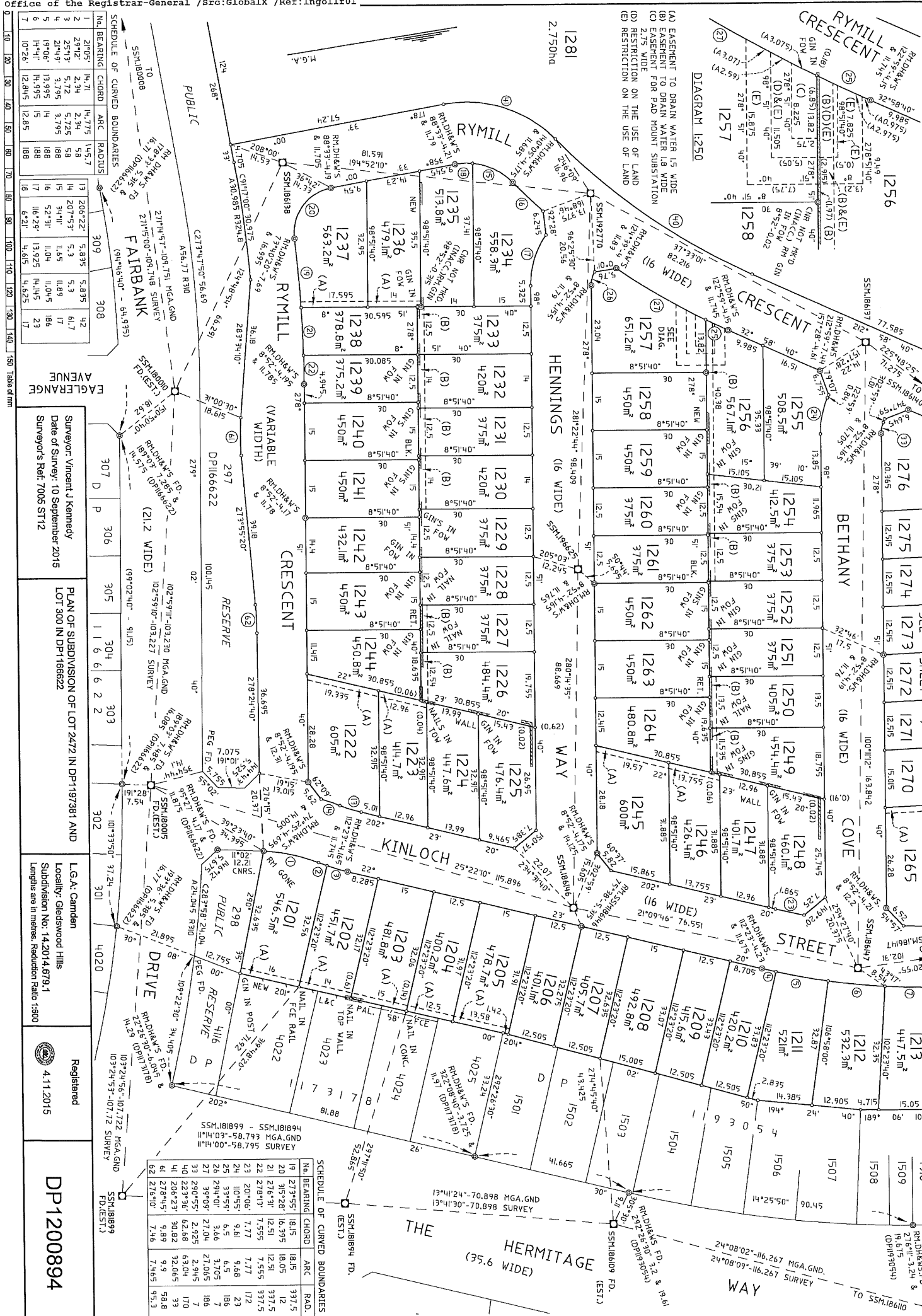
L.G.A. Camden
 Locality: Gledswood Hills
 Subdivision No. 142014.679.1
 Lengths are in metres. Reduction Ratio 1:2000

Registered
 4.11.2015
 DP1200894

(U) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (OP193054)
 (K) EASEMENT FOR UNDERGROUND CABLES 3 WIDE (OP193054)
 (L) EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION) (OP193054)

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	219°05'	14.71	14.71	14.71
2	251°12'	2.34	5.72	5.8
3	251°12'	2.34	5.72	5.8
4	219°05'	3.795	3.795	188
5	187°04'	14.995	14.995	188
6	187°04'	14.995	14.995	188
7	102°26'	12.845	12.845	188
8	102°26'	12.845	12.845	188

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	206°22'	5.835	5.835	4.2
2	57°02'	5.3	6.17	5.3
3	34°11'	11.89	11.89	17
4	52°31'	11.04	11.04	186
5	16°29'	13.925	13.925	23
6	16°29'	13.925	13.925	23
7	16°29'	13.925	13.925	23
8	6°21'	4.635	4.635	17

PLAN OF SUBDIVISION OF LOT 2472 IN DP1197381 AND LOT 300 IN DP1168622

Surveyor	Vincent J Kennedy
Date of Survey	10 September 2015
Surveyor's Ref	7005 ST12

L.G.A. Camden
 Locality: Gladswood Hills
 Subdivision No: 14.2014.073.1
 Lengths are in metres. Reduction Ratio: 1:500

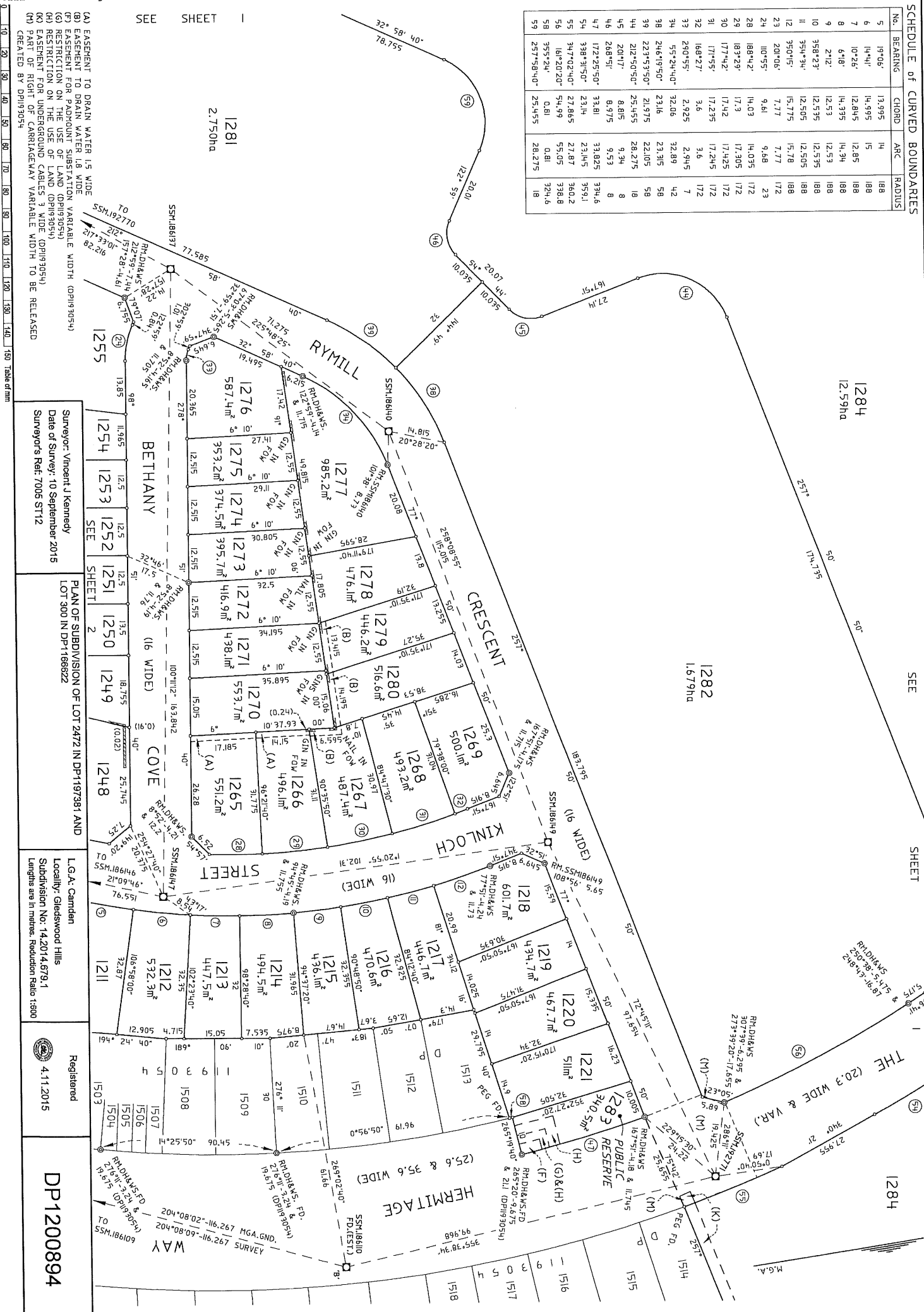
Registered
 4.11.2015

DP1200894

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RAD.
19	273°55'	18.15	18.15	337.5
20	316°28'	16.395	16.395	12
21	278°31'	12.51	12.51	337.5
22	228°13'	7.555	7.555	337.5
23	201°06'	7.17	7.17	172
24	106°55'	6.41	6.41	23
25	39°50'	9.66	9.66	186
26	291°07'	9.66	9.66	186
27	39°50'	9.66	9.66	186
28	291°07'	9.66	9.66	186
29	106°55'	6.41	6.41	23
30	201°06'	7.17	7.17	172
31	228°13'	7.555	7.555	337.5
32	278°31'	12.51	12.51	337.5
33	316°28'	16.395	16.395	12
34	273°55'	18.15	18.15	337.5
35	278°31'	12.51	12.51	337.5
36	228°13'	7.555	7.555	337.5
37	201°06'	7.17	7.17	172
38	106°55'	6.41	6.41	23
39	39°50'	9.66	9.66	186
40	291°07'	9.66	9.66	186
41	39°50'	9.66	9.66	186
42	291°07'	9.66	9.66	186
43	106°55'	6.41	6.41	23
44	201°06'	7.17	7.17	172
45	228°13'	7.555	7.555	337.5
46	278°31'	12.51	12.51	337.5
47	316°28'	16.395	16.395	12
48	273°55'	18.15	18.15	337.5
49	278°31'	12.51	12.51	337.5
50	228°13'	7.555	7.555	337.5
51	201°06'	7.17	7.17	172
52	106°55'	6.41	6.41	23
53	39°50'	9.66	9.66	186
54	291°07'	9.66	9.66	186
55	39°50'	9.66	9.66	186
56	291°07'	9.66	9.66	186
57	106°55'	6.41	6.41	23
58	201°06'	7.17	7.17	172
59	228°13'	7.555	7.555	337.5
60	278°31'	12.51	12.51	337.5
61	316°28'	16.395	16.395	12
62	273°55'	18.15	18.15	337.5

No.	BEARING	CHORD	ARC	RADIUS
5	19°06'	13.995	14	188
6	14°44'	14.995	15	188
7	10°26'	12.885	12.85	188
8	6°18'	14.395	14.34	188
9	2°12'	12.53	12.53	188
10	358°23'	12.535	12.535	188
11	354°34'	12.505	12.505	188
12	350°15'	15.775	15.78	188
23	200°06'	7.777	7.77	172
24	10°55'	9.61	9.68	23
28	188°42'	14.03	14.035	172
29	183°29'	17.3	17.205	172
30	177°42'	17.42	17.425	172
31	171°55'	17.235	17.235	172
32	168°27'	3.6	3.6	172
33	290°55'	2.925	2.945	7
34	55°24°40'	32.06	32.89	4.2
38	246°19°50'	23.16	23.915	5.8
39	223°53°50'	21.975	22.105	5.8
44	212°50°50'	25.455	28.275	18
45	201°17'	8.815	9.53	8
46	268°51'	8.975	8.975	8
47	172°25°50'	33.81	33.825	334.6
54	398°31°50'	23.16	23.145	359.1
55	347°02°40'	27.865	27.87	360.2
56	161°20°20'	54.99	55.05	398.8
58	355°24°40'	0.81	0.81	324.6
59	257°58°40'	25.455	28.275	18



SEE SHEET 1

1281
2.75oha

1284
12.59ha

1282
1.679ha

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT TO DRAIN WATER 1.8 WIDE
- (C) EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH (DP193054)
- (G) RESTRICTION ON THE USE OF LAND (DP193054)
- (H) RESTRICTION ON THE USE OF LAND (DP193054)
- (K) EASEMENT FOR UNDERGROUND CABLES 3 WIDE (DP193054)
- (M) PART OF RIGHT OF CARRIAGEWAY VARIABLE WIDTH TO BE RELEASED CREATED BY DP193054

Surveyor: Vincent J Kennedy
Date of Survey: 10 September 2015
Surveyor's Ref: 7006 ST12

PLAN OF SUBDIVISION OF LOT 247/2 IN DP1197381 AND LOT 300 IN DP1168622


L.G.A: Camden
Locality: Gladstone Hills
Subdivision No: 14.2014.679.1
Langhans are in metres. Reduction Ratio: 1:800

Registered
4.11.2015

DP1200894


DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

<p>Registered:  4.11.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1200894</p>
<p>PLAN OF SUBDIVISION OF LOT 2472 IN DP1197381 AND LOT 300 IN DP1166622</p>	<p>LGA: CAMDEN</p> <p>Locality: GLEDSWOOD HILLS</p> <p>Parish: NARELLAN</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, Vincent Jonathon Kennedy of Youdale Strudwick & Co. PO Box 491 Chatswood NSW 2057 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 2012</i>, is accurate and the survey was completed on August 2015. 10 SEPT. '15</p> <p>* (b) The part of the land shown in the plan (*being part of Lot 1284) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on August 2015, the part not surveyed was compiled in accordance with that Regulation.</p>
<p>Subdivision Certificate</p> <p>I, <u>Donel Streater</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>[Signature]</u></p> <p>Accreditation number:</p> <p>Consent Authority: <u>Camden Council</u></p> <p>Date of endorsement: <u>30/9/2015</u></p> <p>Subdivision Certificate number: <u>14. 2014. 679. 1</u></p> <p>File number: <u>DA/2014/679</u></p> <p>*Strike through if inapplicable.</p>	<p>* (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <u>[Signature]</u> Dated: <u>17.9.15</u></p> <p>Surveyor ID: 8366 <u>W</u></p> <p>Datum Line: XY <u>A-B</u> <u>[Signature]</u></p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE RYMILL CRESCENT, HENNINGS WAY, BETHANY COVE AND THE EXTENSION OF KINLOCH STREET TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE THE EXTENSION OF THE HERMITAGE WAY TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE EASEMENT FOR UNDERGROUND CABLES 1 WIDE CREATED BY DP 1193054. <u>3</u> <u>[Signature]</u></p> <p>IT IS INTENDED TO DEDICATE LOT 1283 TO THE PUBLIC AS PUBLIC RESERVE</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP1197381, DP1166622, DP1173178, DP1175488, DP1175424, DP1161618, DP619850, DP623825, DP1193054, DP583364.</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 7005-ST12</p>

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only
Registered:  4.11.2015

Office Use Only
DP1200894

PLAN OF SUBDIVISION OF LOT 2472 IN DP1197381 AND LOT 300 IN DP1166622

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14.2014.679.1
Date of Endorsement: 30/9/2015

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

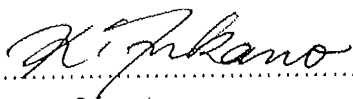
1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT TO DRAIN WATER 1.8 WIDE
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. POSITIVE COVENANT
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. POSITIVE COVENANT
11. RESTRICTION ON THE USE OF LAND

TO RELEASE;

1. EASEMENT TO DRAIN WATER 1.5 WIDE CREATED BY DP1166622. (partial)
2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH CREATED BY DP1193054 (partial)



Signed for and on behalf of SH Camden Valley Pty. Ltd. (ACN 137 331 376) pursuant to section 127 Corporations Act 2001.



Director Secretary

Kohji Fukano

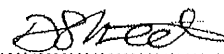
Name (print)



Director

Toru Abe

Name (print)




Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7005-ST12

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  4.11.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2472 IN DP1197381 AND LOT 300 IN DP1166622

DP1200894

Subdivision Certificate number: 14.2014.679.1
Date of Endorsement: 30/9/2015

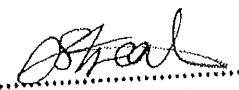
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

The Surveying & Spatial Information Regulation 2012, Clause 60 (c).

Lot	House No.	Street Name	Street Type	Suburb
1201	4	Kinloch	Street	Gledswood Hills
1202	6	Kinloch	Street	Gledswood Hills
1203	8	Kinloch	Street	Gledswood Hills
1204	10	Kinloch	Street	Gledswood Hills
1205	12	Kinloch	Street	Gledswood Hills
1206	14	Kinloch	Street	Gledswood Hills
1207	16	Kinloch	Street	Gledswood Hills
1208	18	Kinloch	Street	Gledswood Hills
1209	20	Kinloch	Street	Gledswood Hills
1210	22	Kinloch	Street	Gledswood Hills
1211	24	Kinloch	Street	Gledswood Hills
1212	26	Kinloch	Street	Gledswood Hills
1213	28	Kinloch	Street	Gledswood Hills
1214	30	Kinloch	Street	Gledswood Hills
1215	32	Kinloch	Street	Gledswood Hills
1216	34	Kinloch	Street	Gledswood Hills
1217	36	Kinloch	Street	Gledswood Hills
1218	46	Rymill	Crescent	Gledswood Hills
1219	48	Rymill	Crescent	Gledswood Hills
1220	50	Rymill	Crescent	Gledswood Hills
1221	52	Rymill	Crescent	Gledswood Hills
1222	3	Kinloch	Street	Gledswood Hills
1223	5	Kinloch	Street	Gledswood Hills
1224	7	Kinloch	Street	Gledswood Hills
1225	9	Kinloch	Street	Gledswood Hills
1226	3	Hennings	Way	Gledswood Hills
1227	5	Hennings	Way	Gledswood Hills

Lot	House No.	Street Name	Street Type	Suburb
1228	7	Hennings	Way	Gledswood Hills
1229	9	Hennings	Way	Gledswood Hills
1230	11	Hennings	Way	Gledswood Hills
1231	13	Hennings	Way	Gledswood Hills
1232	15	Hennings	Way	Gledswood Hills
1233	17	Hennings	Way	Gledswood Hills
1234	24	Rymill	Crescent	Gledswood Hills
1235	22	Rymill	Crescent	Gledswood Hills
1236	20	Rymill	Crescent	Gledswood Hills
1237	18	Rymill	Crescent	Gledswood Hills
1238	16	Rymill	Crescent	Gledswood Hills
1239	14	Rymill	Crescent	Gledswood Hills
1240	12	Rymill	Crescent	Gledswood Hills
1241	10	Rymill	Crescent	Gledswood Hills
1242	8	Rymill	Crescent	Gledswood Hills
1243	6	Rymill	Crescent	Gledswood Hills
1244	4	Rymill	Crescent	Gledswood Hills
1245	11	Kinloch	Street	Gledswood Hills
1246	13	Kinloch	Street	Gledswood Hills
1247	15	Kinloch	Street	Gledswood Hills
1248	17	Kinloch	Street	Gledswood Hills
1249	3	Bethany	Cove	Gledswood Hills
1250	5	Bethany	Cove	Gledswood Hills
1251	7	Bethany	Cove	Gledswood Hills
1252	9	Bethany	Cove	Gledswood Hills
1253	11	Bethany	Cove	Gledswood Hills
1254	13	Bethany	Cove	Gledswood Hills


If space is insufficient use additional annexure sheet


Council Authorised Person

Surveyor's Reference: 7005-STG12

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  4.11.2015 Office Use Only

DP1200894 Office Use Only

PLAN OF SUBDIVISION OF LOT 2472 IN DP1197381 AND LOT 300 IN DP1166622

Subdivision Certificate number: 14/2014/679/1
 Date of Endorsement: 30/9/2015

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Lot	House No.	Street Name	Street Type	Suburb
1255	30	Rymill	Crescent	Gledswood Hills
1256	28	Rymill	Crescent	Gledswood Hills
1257	18	Hennings	Way	Gledswood Hills
1258	16	Hennings	Way	Gledswood Hills
1259	14	Hennings	Way	Gledswood Hills
1260	12	Hennings	Way	Gledswood Hills
1261	10	Hennings	Way	Gledswood Hills
1262	8	Hennings	Way	Gledswood Hills
1263	6	Hennings	Way	Gledswood Hills
1264	4	Hennings	Way	Gledswood Hills
1265	19	Kinloch	Street	Gledswood Hills
1266	21	Kinloch	Street	Gledswood Hills
1267	23	Kinloch	Street	Gledswood Hills
1268	25	Kinloch	Street	Gledswood Hills
1269	27	Kinloch	Street	Gledswood Hills
1270	4	Bethany	Cove	Gledswood Hills
1271	6	Bethany	Cove	Gledswood Hills
1272	8	Bethany	Cove	Gledswood Hills
1273	10	Bethany	Cove	Gledswood Hills
1274	12	Bethany	Cove	Gledswood Hills
1275	14	Bethany	Cove	Gledswood Hills
1276	16	Bethany	Cove	Gledswood Hills
1277	34-36	Rymill	Crescent	Gledswood Hills
1278	38	Rymill	Crescent	Gledswood Hills
1279	40	Rymill	Crescent	Gledswood Hills
1280	42	Rymill	Crescent	Gledswood Hills
1281	C	Rymill	Crescent	Gledswood Hills
1282	A	Rymill	Crescent	Gledswood Hills
1283	54	Rymill	Crescent	Gledswood Hills
1284	B	Rymill	Crescent	Gledswood Hills


 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7005-STG12

ePlan

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

(Sheet 1 of 7)

Plan: **DP1200894**

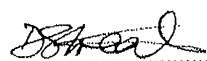
Subdivision of Lot 2472 in DP1197381
 and lot 300 in DP1166622 covered by
 Council Subdivision Certificate No. 14.2014.679.1
 Dated: 30 September 2015

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

SH Camden Valley Pty. Ltd.
 Gnd Floor, 68 Waterloo Road
 Macquarie Park NSW 2113
 ACN 137 331 376

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide	1201 1202 1203 1204 1205 1222 1223 1236 1237 1245 1246 1265 1266	1202, 1203, 1204, 1205, 1206. 1203, 1204, 1205, 1206. 1204, 1205, 1206. 1205, 1206. 1206. 1223, 1226, 1227, 1228. 1226, 1227, 1228. 1229, 1230, 1231, 1232, 1233. 1229, 1230, 1231, 1232, 1233, 1236. 1246, 1249, 1250, 1251. 1249, 1250, 1251. 1266, 1267, 1278, 1279, 1280. 1267, 1278, 1279, 1280.
2	Easement to Drain Water 1.8 wide	1226 1227 1230 1231 1232 1233 1249 1250 1253 1254 1256 1267 1279 1280	1227, 1228. 1228. 1229. 1230, 1229. 1231, 1230, 1229. 1232, 1231, 1230, 1229. 1250, 1251. 1251. 1252. 1253, 1252. 1254, 1253, 1252. 1280, 1279, 1278. 1278. 1279, 1278.


 Council Authorised Person

Plan: **DP1200894**

Subdivision of Lot 2472 in DP1197381
 and lot 300 in DP1166622 covered by
 Council Subdivision Certificate No. *2014/679.1*
 Dated: 30 September 2015

3	Easement for Pad mount Substation 2.75 wide	1257	Endeavour Energy
4	Restriction on the Use of Land	1256, 1257	Endeavour Energy
5	Restriction on the Use of Land	1256, 1257	Endeavour Energy
6	Restriction on the Use of Land	1201 to 1208 incl, 1218, 1224 to 1243 incl, 1245 to 1258 incl, 1263 to 1280 incl.	Camden Council
7	Positive Covenant	Each and every lot except lots 1281 to 1284	Camden Council
8	Restriction on the Use of Land	Each and every lot except lots 1281 to 1284 incl.	Camden Council
9	Restriction on the Use of Land	1221	Camden Council
10	Positive Covenant	1221	Camden Council
11	Restriction on the Use of Land	Each and every lot except lots 1281 to 1284 incl.	Each and every other lot except lots 1281 to 1284 incl.

PART 1A

Number of item shown in the intention panel on the plan.	Identity of easement or profit à prendre, to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide * created by DP1166622 (partial)	298/1166622, 4116/1173178	300/1166622
2	Right of Carriageway variable width created by DP1193054 (partial) (M)	2472/1197381	Camden Council

* AND VARIABLE
JK

PART 2

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

An Easement for Padmount Substation 2.75 wide designated (C) in the above mentioned plan, as set out in Memorandum 9262886 filed at Land and Property Information New South Wales, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

[Signature]

 Council Authorised Person

Plan: **DP1200894**


Subdivision of Lot 2472 in DP1197381
and lot 300 in DP1166622 covered by
Council Subdivision Certificate No. 14.2014.679.1
Dated: 30 September 2015

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

1. No building shall be erected or permitted to remain within the restriction site designated (D) in the abovementioned plan unless:
 - 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and,
 - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and the owner provides the authority benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions:
 - 3.1 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
 - 3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.
 - 3.3 **"erect"** includes construct, install, build and maintain.
 - 3.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

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


.....
Council Authorised Person

Plan: **DP1200894**

Subdivision of Lot 2472 in DP1197381
and lot 300 in DP1166622 covered by
Council Subdivision Certificate No. 14.2014.679.)
Dated: 30 September 2015

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

No building shall be constructed on the land hereby burdened being a filled lot unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

Terms of the Positive Covenant seventhly referred to in the abovementioned plan.

All proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land burdened must be carried out or constructed in accordance with the Report on Salinity Investigation and Management Plan "Stages 7-10 and 12-14 The Hermitage, Gledswood Hills" prepared by Douglas Partners, project 34295.11, dated May 2012."

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

No building shall be constructed on the land hereby burdened unless the footings/foundations have been designed by a qualified Civil/Structural Engineer.

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


No building shall be constructed on the land hereby burdened unless alternate ventilation is provided, that being mechanical ventilation or air conditioning which meets the requirements of the Building Code of Australia, and as identified in section 7 of the acoustic report "The Hermitage - Stage 12 Gledswood Hills" report 214 107 R01 V1-0 dated 30 June 2014, prepared by PKA Acoustic Consulting.

Terms of the Positive Covenant tenthly referred to in the abovementioned plan.

A 1.8 metre high fence must be constructed for acoustic purposes on the burdened lot in accordance with section 5.4 of the "Donohue's View Final Release Design Guidelines" version 1 or as amended.

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

1. No development shall occur on any lot hereby burdened unless such development is in accordance with the "Donohue's View Final Release Design Guidelines" version 1 or as amended.


.....
Council Authorised Person

Plan: **DP1200894**

Subdivision of Lot 2472 in DP1197381
and lot 300 in DP1166622 covered by
Council Subdivision Certificate No. 14, 2014, 679, 1
Dated: 30 September 2015

2. No development shall occur on any lot hereby burdened unless such development has received SH Camden Valley Pty. Ltd "Design Endorsement" in accordance with the "Donohue's View Final Release Design Guidelines" version 1 or as amended.
3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on the burdened lot.
4. No caravan, trailer, mobile home, transportable dwelling or boat shall be parked in front of the front building line of the burdened lot.
5. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of SH Camden Valley Pty Ltd or its successors.
6. No further subdivision or consolidation of the lots hereby burdened shall be permitted without the prior written consent of SH Camden Valley Pty Ltd or its successors.
7. For as long as SH Camden Valley Pty Ltd or its nominated successors is the registered proprietor of adjacent land, SH Camden Valley Pty Ltd will have no liability to contribute to the cost or carrying out of fencing work.


This restriction on use shall cease to have effect on the expiry of the period of ten (10) years from the dated of registration of the Deposited Plan to which this instrument relates.

Name of person or authority empowered to release, vary or modify the Easements, Positive Covenants or Restrictions on the Use of Land firstly, secondly, sixthly, seventhly, eighthly, ninthly and tenthly referred to in the abovementioned plan.

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

Name of person or authority empowered to release, vary or modify the Easements and Restrictions on the Use of Land thirdly, fourthly and fifthly referred to in the abovementioned plan.

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


.....
Council Authorised Person

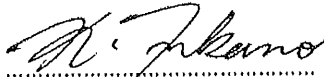
Plan: **DP1200894**

Subdivision of Lot 2472 in DP1197381
and lot 300 in DP1166622 covered by
Council Subdivision Certificate No.14.2014.679.1
Dated: 30 September 2015


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

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

Signed for and on behalf of SH Camden Valley
Pty. Ltd. (ACN 137 331 376) pursuant to section
127 Corporations Act 2001


.....
Director Secretary

Kohji Fukano
.....
Name (print)


.....
Director

Toru Abe
.....
Name (print)


.....
Council Authorised Person

ePlan
(Sheet 7 of 7)

Plan: **DP1200894**

Subdivision of Lot 2472 in DP1197381
and lot 300 in DP1166622 covered by
Council Subdivision Certificate No. 14, 2014, 679, 1
Dated: 30 September 2015

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

D Pears

Signature of witness

Deborah Pears

Name of witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Helen Smith

Signature of attorney

Name: Helen Smith

Position: Manager Property & Fleet

Date of execution: 7 September 2015

Reference: URS 15428

REGISTERED



4.11.2015

[Signature]

Council Authorised Person

Sewer Service Diagram

Application Number: 8003422466

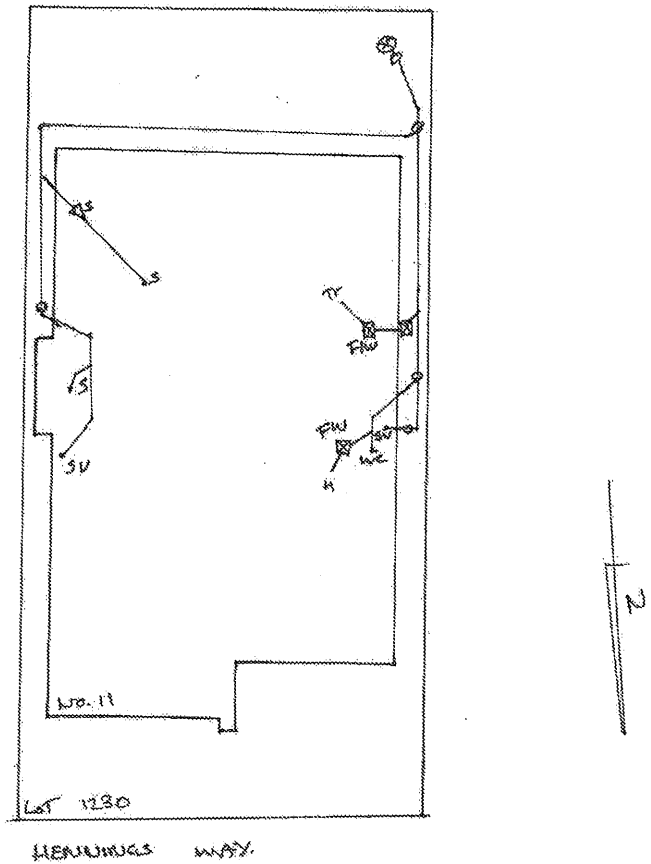
Lot No. 1230 DP No. 1200894 House No. 11 Street HEWINGS WAY
 NUMBER OF GLEDSWOOD HILLS LGA CAMORON
 License No. ZBC 236183C SCALE 1:200 SSO No. _____
 Signature _____ New / CSC No. BA201626464 Date 8/12/16

Secondary Trap	AAV	Air Admittance Valve	BS	Sink (bar)	Chamber
Inspection Shaft	B	Basin	CS	Trough (sanitary)	PU
Inspection Opening	BB	Bath Waste	WC	Water Closet	Green Interceptor
GRU	BB	Basin	VF	Vertical Flow	Pump Unit
FW	CD	Clean Out	WS	Waste Stack	Crate Treatment System
Vertical Junction	FVJ	Floor Waste/Gully	SWP	Sewer Vent Pipe	Reflex Valve
Slope Junction	Shr	Shower	VP	Vent Pipe	Capped Point
On Back Junction	S	Sink (kitchen)	WPF	Water Pipe with Flap	Provisional (basin) drain point

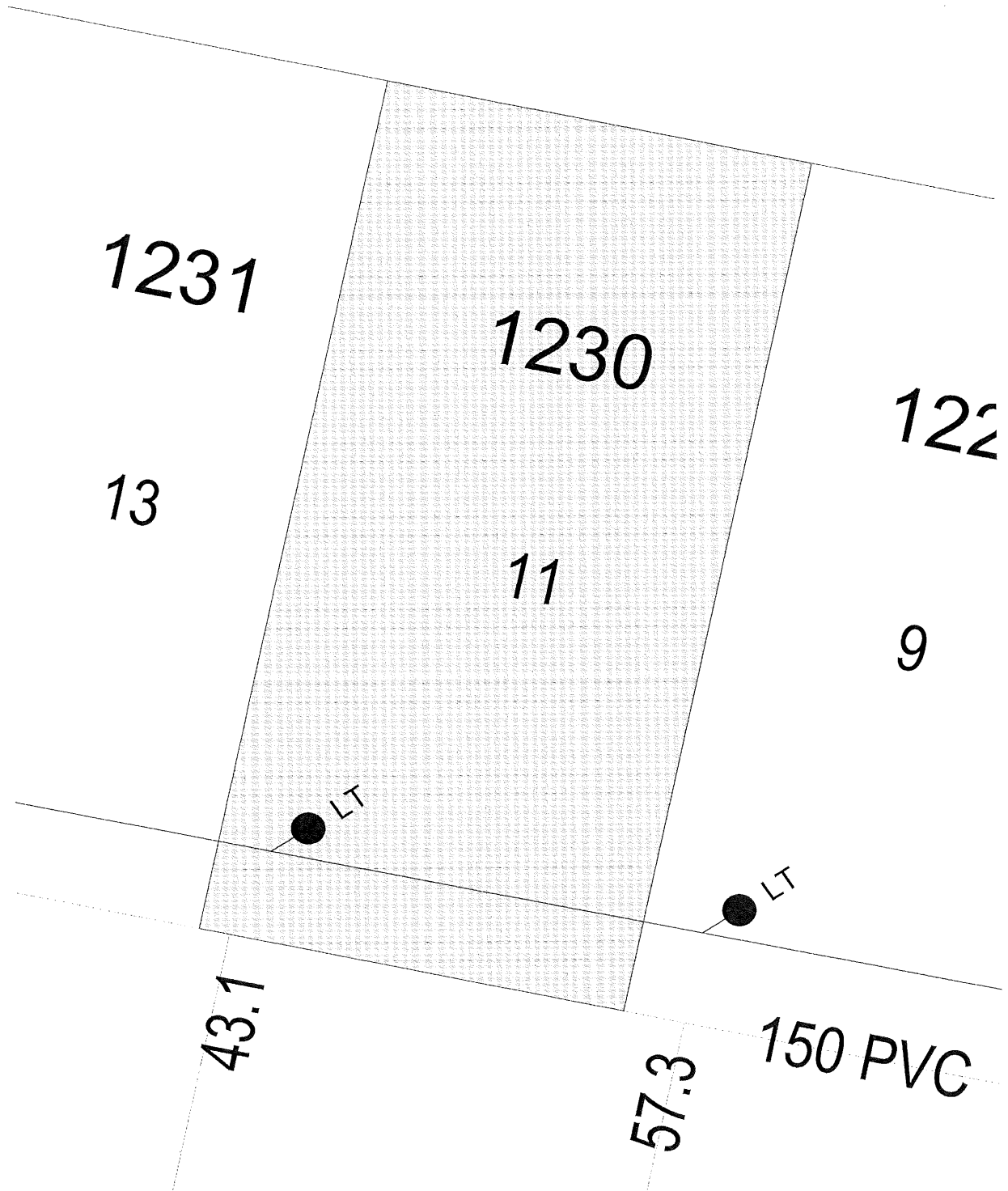
NOTES:

- This diagram was supplied by the client/contractor whose licence number appears above.
- It has been drawn to show the approximate location of the private wastewater service pipes and may not be accurate.
- Any unlabelled lines denote the assumed (not verified) position of private sewerage services.
- Further acceptable alterations may be used as identified in AS/NZS 3500:2003 Sanitary Plumbing and Drainage Table 6.1 and Part 7 (Trade)

Sewer Service Diagram Requirements document © Council of the City of Sydney NSW For Version April 2014



Service Location Print
Application Number: 8003422465



Document generated at 27-05-2024 12:50:09 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)	225 PVC	Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)	1.7	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)	
Ventshalt 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)	200 PVC
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as Indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

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Pipe Types

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

Further Information

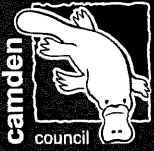
Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

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

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

Disclaimer

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



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

APPLICANT: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Certificate number: 20228173
Reference number: 1069015
Certificate issue date: 27/05/2024
Certificate fee: \$67.00
Applicant's reference: 013602
Property number: 1168675
Applicant's email: ecertificates@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 1230 DP: 1200894
Address: 11 Hennings Way 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 of the policies.

LOCAL ENVIRONMENTAL PLANS (LEPs)

The land is not within a Local Environmental Plan.

DEVELOPMENT CONTROL PLANS (DCPs)



Turner Road Precinct Development Control Plan 2007, as amended

PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

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

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – protection of fuel pipelines; temporary uses in future infrastructure corridors; an exempt and complying development framework for cemeteries; improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendment – complying development for farm buildings, rural sheds and earthworks

PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)

No.

DRAFT DEVELOPMENT CONTROL PLANS (DCPs)

Draft Turner Road Precinct DCP – Housekeeping Amendment

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

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

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

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

(i) Permitted without consent

Nil

(ii) Permitted with consent

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

(iii) Prohibited

Agriculture; Airports; Airstrips; Biosolid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities); Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage

establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies

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

No.

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

R1 General Residential:

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

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

No.

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

No.

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

No.

3 CONTRIBUTIONS

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

Oran Park and Turner Road Section 7.11 Contributions Plan.

Draft Oran Park Section 7.11 Contributions Plan (Amendment 1).

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023

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

(a) the name of the region

No

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

No

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

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

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

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

Note –

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

4 COMPLYING DEVELOPMENT

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

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

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

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

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

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

HOUSING CODE

Complying development MAY 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.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISIONS CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

5 EXEMPT DEVELOPMENT

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

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

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

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

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

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

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

7 LAND RESERVED FOR ACQUISITION

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

No.

8 ROAD WIDENING AND ROAD REALIGNMENT

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

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

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

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

No response required

(3) In this section—

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

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

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

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

LAND SLIP

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

BUSH FIRE

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

TIDAL INUNDATION

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

SUBSIDENCE

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

ACID SULFATE SOILS



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

CONTAMINATION

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

AIRCRAFT NOISE

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

SALINITY

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to Council's policy 'Building in a Salinity Prone Environment' and to 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.

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

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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

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

Not Applicable.

20 WESTERN SYDNEY AEROTROPOLIS

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

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

No.

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

No.

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

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

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

No.

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

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.



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

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

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

No.

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

No.

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

No.

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

No.

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

Yes.

DISCLAIMER AND CAUTION

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

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

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



Andrew Carfield
General Manager