

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
<b>vendor's agent</b>	Simon Property Co Shop G2n 351 Oran Park Drive, Oran Park NSW 2570	<b>phone:</b> (02) 4602 2000 <b>email:</b> phillip@simonpropertyco.au
<b>co-agent</b>		
<b>vendor</b>	<b>Robert Anthony Costanzo &amp; Anna Costanzo</b>	
<b>vendor's solicitor</b>	<b>Terzon Group Legal Pty Ltd</b> Suite 609, 7 Maitland Place, Norwest NSW 2153	<b>phone:</b> 0416 249 979 <b>email:</b> pat@terzon.com.au <b>ref:</b> TGL:2025:414
<b>date for completion</b>	42 days after the contract date	(clause 15)
<b>land (address, plan details and title reference)</b>	<b>48 EXPLORER STREET, GREGORY HILLS NSW 2557</b> LOT 2140 DEPOSITED PLAN 1166232 Folio Identifier 2140/1166232	
<b>improvements</b>	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
<b>attached copies</b>	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

**buyer's agent**

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

## SIGNING PAGE

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

**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**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

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

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

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

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

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



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

## 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the *costs* of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
   27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or  
   27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
   27.7.1 under a *planning agreement*; or  
   27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
   28.3.1 the purchaser can *rescind*; and  
   28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
   29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
   29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and  
   29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
     • either *party* serving notice of the event happening;  
     • every *party* who has the benefit of the provision serving notice waiving the provision; or  
     • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

48 EXPLORER ST GREGORY HILLS NSW 2557

## **FURTHER CONDITIONS TO THE CONTRACT FOR SALE AND PURCHASE OF LAND 2022**

### **33. AMENDMENTS TO PRINTED CLAUSES IN CONTRACT**

- 33.1. The Standard Conditions are amended as identified in Schedule 3.
- 33.2. This Contract is to be read having regard to the Definitions found at Schedule 1.

### **34. INTERPRETATION, INVALIDITY ETC.**

- 34.1. If there is any conflict between the provisions of these Special Conditions and those contained in the printed conditions of this Contract, these Special Conditions will prevail.
- 34.2. These Special Conditions must be read subject to any rights granted to the Purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.
- 34.3. This Contract is to be read having regard to the Rules of Interpretation found at Schedule 2.

### **35. DEPOSIT**

- 35.1. No Liability is to be borne by any party to this Contract or their solicitor in respect of either the Loss of the deposit or the lack of interest earned on the deposit whether as a result of it having been or having not been invested in accordance with Standard Condition 2.
- 35.2. Despite any other provision of this Contract and without prejudice to the other rights of the Vendor, if
  - 35.2.1. the deposit agreed to be paid [or actually paid] by the Purchaser is less than ten per cent (10%) of the purchase price, and
  - 35.2.2. for any reason, the Vendor becomes entitled to forfeit the deposit actually paid, the Purchaser will forthwith pay to the Vendor the difference of ten per cent of the purchase price and the amount actually paid.
- 35.3. The Purchaser hereby agrees to release forthwith to the Vendor the deposit money paid and the Vendor shall not require any further authority for the said release of deposit.

### **36. DEPOSIT BOND**

- 36.1. This clause 36 applies if the Purchaser provides to the Vendor on the date of this Contract, in lieu of payment of the deposit, a Bond which complies with the requirements of this clause 36.
- 36.2. The word "Bond" means the deposit bond issued to the Vendor at the request of the Purchaser by a financial institution approved by the Vendor (Approved Institution) in a form and for an amount acceptable to the Vendor.
- 36.3. Subject to clauses 36.4 and 36.5, the delivery of the Bond on exchange to the person nominated in this Contract to hold the deposit is taken to be payment of the deposit (to the extent of the amount of the Bond) in accordance with this Contract.
- 36.4. The Purchaser must pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted for to the Vendor.

- 36.5. If the Vendor serves on the Purchaser a written notice claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Approved Institution under the Bond, the Purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this Contract to hold the deposit.
- 36.6. A payment by the Approved Institution under the Bond is taken to be in satisfaction of the Purchaser's obligation to pay the deposit under clause 36.5 to the extent of the payment but does not preclude the Vendor from exercising any other rights that the Vendor may have arising out of the Purchaser's default.
- 36.7. Despite any other provision of this Contract, if:
- 36.7.1. The Bond has an expiry date; and
- 36.7.2. Completion does not occur at least 21 days before the expiry date,
- then no later than 14 days before the expiry date the Purchaser must either:
- 36.7.3. Provide to the Vendor a replacement deposit bond which must:
- 36.7.4. be issued by a financial institution approved by the Vendor; and
- 36.7.5. be on the same terms and for the same amount as the Bond, except that it must have no expiry date or if it has an expiry date that expiry date must not be less than six months after the date of issue of the replacement deposit bond; or
- 36.7.6. Provide to the Vendor payment of the amount of the deposit.
- 36.8. The parties agree that clause 36.7 is an essential term of this Contract and default by the Purchaser under clause 36.7 entitles the Vendor to immediately terminate this Contract without further notice to the Purchaser.

## **37. COMPLETION AND INTEREST**

- 37.1. Completion will take place on or before 2.30pm on the Completion Date at a venue nominated by the Vendor.
- 37.2. If the Purchaser requests completion at a venue other than that nominated by the Vendor, the Purchaser must pay in addition to any other money payable under this Contract a sum of \$220.00 (GST inclusive) on Completion as an agreed cost for Completion to occur at a venue other than that nominated by the Vendor.
- 37.3. If the Purchaser cancels settlement after arrangements have been made, the Purchaser must pay in addition to any other money payable under this Contract a sum of \$165.00 (inclusive of GST) on Completion as an agreed cost arising from the cancellation.
- 37.4. Except where completion is delayed solely as a result of the Vendor's default, if the Purchaser fails to complete this Contract on or before the Completion Date:
- 37.4.1. the Purchaser must pay to the Vendor on completion, in addition to the balance purchase price and any other money payable by the Purchaser to the Vendor under this Contract, interest at a rate equal to 12% per annum from the Completion Date to the date on which completion actually occurs, calculated on daily rests;
- 37.4.1.1. The obligation to pay interest on completion is an essential term of this Contract;

37.4.1.2. Despite any other provision of this Contract to the contrary, adjustments are to be made on the earliest of the date possession is given to the Purchaser, the Completion Date and date of actual completion.

- 37.5. If Completion has not taken place on or before the due date then either party shall be entitled to serve upon the other party a Notice to Complete requiring completion not less than fourteen (14) days after the date of such notice calculated exclusive of the date of service but inclusive of the Completion Date and providing on the last day of notice, a time between 10:00am and 4:00pm.

### **38. NOTICE TO COMPLETE**

- 38.1. If either the Vendor or the Purchaser is entitled to serve a notice to complete on the other both agree that the notice may require completion to take place within any period of not less than 14 days from the date on which the notice is served. Both parties agree that this period is sufficient for the purposes of the notice to complete and service of the notice makes time of the essence of this Contract.
- 38.2. A notice to complete may be revoked at any time before the expiration of the given period without prejudicing a party's right to serve a further notice.
- 38.3. If the Vendor serves a notice to complete, the Purchaser must pay to the Vendor the sum of \$330.00, being a genuine pre-estimate of the Damages payable by the Purchaser for breach in order to reimburse the Vendor for additional legal costs payable by the Vendor in connection with the preparation and service of the notice. It is an essential provision of this Contract that this amount be paid on completion in addition to all other monies required to be paid by the Purchaser under this Contract at that time.

### **39. PURCHASER'S ACKNOWLEDGEMENT AND WARRANTY**

- 39.1. The Purchaser accepts the Property and the Inclusions in its present condition and state of repair on the Contract date, including any wear and tear, any latent or patent defects, infestation, or dilapidation existing either at the Contract date or at Completion and any Contamination or hazardous substances.
- 39.2. The Purchaser waives any existing and future Claims or redress of any kind which it may have against the Vendor because of Contamination or hazardous substances or any other environmental damage to the Property.
- 39.3. The Purchaser will make no requisition, Objection or Claim for compensation and will not be entitled to rescind or terminate or delay Completion, by reason of the Property being affected by:
- 39.3.1. any storm water channels, drains, pipes, mains or other installations on or passing over or under the Property;
  - 39.3.2. any of the fences (including give and take fences) not being on the correct boundary lines, or being the subject of any agreement or any order of any Land Board or Court or other competent authority;
  - 39.3.3. any roads or reservations for roads traversing the Property, including their location area and any discrepancy from their location noted on the title deed or deeds; and
  - 39.3.4. any gates erected across any road traversing the Property.



39.4. The Purchaser acknowledges:

39.4.1. The Vendor Disclosure;

39.4.2. That it cannot make a Claim:

39.4.2.1. in respect of anything concerning the Vendor Disclosure; and

39.4.2.2. in respect of any act or omission of the Vendor in relation to anything required by any Authority;

39.4.3. Any and all interest earned on the investment of the deposit, will be paid to the Vendor.

39.5. The Purchaser acknowledges that:

39.5.1. It has had the opportunity to inspect the Property and this Contract and satisfy itself in all respects about:

39.5.1.1. the Property's title;

39.5.1.2. the state of repair or condition of the Property and the Inclusions;

39.5.1.3. the existence of any water, sewerage, drainage, gas and electricity, telephone or other installations or services (Any Service);

39.5.1.4. the fitness of the Property and Inclusions for any particular purpose;

39.5.1.5. any current or future potential financial return to be derived from the Property;

39.5.1.6. whether or not the current use/s of the property are permitted under planning or other Laws;

39.5.1.7. the boundaries, area and the extent of any encroachments;

39.5.1.8. the existence and nature and extent of any Contamination or hazardous substances; and

39.5.1.9. it will provide an adjustment at Completion for any tax levied on the land at the land's value.

39.5.2. It cannot require the Vendor either before or after Completion to:

39.5.2.1. repair or replace any defect or damage to the Property;

39.5.2.2. remediate or remove any Contamination; or

39.5.2.3. carry out or pay for any works on, or in relation to any part of, the Property.

39.6. Notwithstanding anything to the contrary contained in this Contract, the Purchaser acknowledges that no representations, inducement or warranties have been made by the Vendor or their agent or representatives relating to the present state or condition of the Property or any part of the Property or the use of which it has or may in the future be put by the Purchaser

save as may be expressly contained in this Contract for sale or implied by a Law which cannot be excluded by private contract.

- 39.7. The Purchaser may not make any requisition, Objection or Claim for compensation nor be entitled to rescind or terminate this Contract because of any of the matters referred to in this clause.
- 39.8. Despite anything else in this Contract, the Purchaser:
- 39.8.1. accepts the Property subject to all existing Contamination;
  - 39.8.2. from Completion assumes responsibility for all Costs or Claims arising from the presence of any Contamination;
  - 39.8.3. must comply with all laws concerning the existence and remediation of any Contaminant affecting the Property;
  - 39.8.4. may not make any Objection relating to any Contaminant affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date;
  - 39.8.5. releases the Vendor from any Claim that the Purchaser has or may have had but for this clause relating to any Cost or Liability arising from or connected with any Contaminant or affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date; and
  - 39.8.6. indemnifies the Vendor against any Claim arising from or connected with any Contaminant affecting the Property caused by an activity that occurs after Completion.
- 39.9. The Purchaser warrants that in entering into this Contract the Purchaser has not relied on any warranty or representation made by the Vendor or anyone representing the Vendor as to and has obtained appropriate independent advice on and is satisfied about:
- 39.9.1. the nature, quality and condition of the Property;
  - 39.9.2. the suitability for any use or purpose of the Property;
  - 39.9.3. the rights attaching to or affecting the Property; or
  - 39.9.4. Any other matter having or which may have effect beneficial or otherwise on the Property, its value or the yield from the Property.
- 39.10. The Purchaser represents and warrants that:
- 39.10.1. it has not been introduced to the Vendor or the Property directly or indirectly though or by any real estate agent other than the Vendor's Agent;
  - 39.10.2. in the event that the Purchaser is an incorporated entity, the Directors hereby executing this Contract shall be personally liable both jointly and severally as if they had been named herein as Purchasers;
  - 39.10.3. it is entitled to purchase the Property without the approval or consent of the FIRB, or otherwise has obtained consent from the FIRB;

- 39.10.4. it shall not lodge, or cause to be lodged or otherwise registered, any caveat or other instrument with the NSW Land Registry Services in respect of the Property, the Land or any part of the Land;
- 39.10.5. it is not a Prohibited Entity.
- 39.11. The Purchaser cannot make any requisition or Claim or rescind or terminate or delay completion in respect of any of the matters referred to in clause 39 including without limitation:
  - 39.11.1. Any roof or surface water drainage being connected to the sewer; or
  - 39.11.2. the existence or non-existence of any easement or right affecting or benefiting the Property in respect of any service which passes through another Property or any service for another Property which passes through the Property ("service" has the meaning given in clause 10.1.2).
- 39.12. The Vendor makes no warranty or representation about any of the matters relating to the Property described in clause 39.

#### **40. SELLING AGENT**

- 40.1. The Purchaser warrants that the Purchaser was not introduced to the Property directly or indirectly by any agent other than the Vendor's Agent (if any) disclosed in this Contract. If the Purchaser has been introduced to the Property directly or indirectly through the service of any other agent, then the Purchaser is solely responsible for that other agent's commission and must indemnify the Vendor against any Claim for commission by that other agent and all costs incurred by the Vendor as a result of any Claim for commission by that other agent.

#### **41. CREDIT**

- 41.1. The Purchaser acknowledges that the Vendor has entered into this Contract in reliance on the Purchaser's warranty that:
  - 41.1.1. The Purchaser does not require credit in order to pay for the Property; or
  - 41.1.2. The Purchaser cannot rescind or terminate this Contract by virtue of any non-availability of credit as at the Completion Date or at any other time.

#### **42. ANNEXURES TO CONTRACT**

- 42.1. The Vendor makes no warranty, confirmation, or representation as to the correctness or completeness of any of the attachments to the Contract. The Purchaser should rely on its own enquiries.

#### **43. WHOLE AGREEMENT**

- 43.1. The parties acknowledge that the terms and conditions set out in this Contract contain the entire agreement as concluded between the parties as at the date of this Contract notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution hereof and the Purchaser expressly acknowledges that it has not been induced to enter this Contract by any representation (verbal or otherwise) made by or on behalf of the Vendor which is not included in this Contract or any schedule or attachments or documents identified in this Contract and initialled by the parties.

#### **44. CAVEAT**

- 44.1. The Purchaser may not make any Claim, Objection or requisition or delay completion, rescind or terminate by reason of any caveat registered on the title before or after the date of this Contract that would ordinarily be cancelled pursuant to section 59 of the *Real Property Act 1900*

(NSW) upon registration of a transfer by the Vendor and the Vendor shall not be required to provide a withdrawal of such caveat or caveats or to have such caveat or caveats lapsed on or prior to completion.

#### **45. PROCEEDINGS AGAINST THE VENDOR**

45.1. If:

45.1.1. Any proceedings relating to this Contract or any matter arising from it are instituted by or against the Vendor;

45.1.2. Any caveat registered on the title to the Property will not be removed by the register-general on registration of the form of transfer; or

45.1.3. Subject to any other term of this Contract, the Vendor is unable to give possession of the Property to the Purchaser on the Completion Date,

then, in its absolute discretion, the Vendor may serve notice on the Purchaser that completion will be delayed enabling the proceedings to be resolved or disposed of, the caveat lapsed or withdrawn or possession to be obtained by the Vendor, as the case may be.

If completion is so delayed, then:

45.1.4. The Vendor must use reasonable endeavours to resolve the matter causing the delay in completion; and

45.1.5. The Completion Date will be the date 14 days after the Vendor serves notice that it is ready, willing, and able to complete.

45.2. If completion does not occur within 120 days from the date of the Vendor's notice delaying completion, then either party may serve notice rescinding this Contract and in that event the Purchaser will not be entitled to Claim compensation from the Vendor due to the failure to complete on the Completion Date and otherwise the provisions of clause 19 shall apply.

#### **46. FITTINGS**

46.1. Fittings means any fittings, furnishings, chattels, plant or equipment not being fixtures and not being the Vendor's fixtures and fittings, located on or about the Property at the Contract Date.

46.2. The Vendor discloses that:

46.2.1. It gives no representation, confirmation or warranty:

46.2.1.1. that it has the power to sell the fittings; or

46.2.1.2. that any fittings will remain on or about the Property at completion.

46.2.2. The Fittings are not included in the sale of the Property; and

46.2.3. It does not Claim or exercise any rights in respect of the fittings.

46.3. The Vendor is not required to remove the Fittings from the Property on completion.

46.4. While the Vendor does not Claim or exercise any rights in respect of the Fittings, it makes no representation or warranty that any of the Fittings will remain on or about the Property at completion.

#### **47. ADDITIONAL RIGHTS OF RESCISSION**

- 47.1. If a party (or if that party consists of two or more persons, any of those persons) dies or becomes mentally ill (as defined in the *Mental Health Act 1990* (NSW)) or being a company becomes insolvent or goes into liquidation or if an administrator is appointed to it then the other party may rescind this Contract by giving written notice to the first party.

#### **48. FENCES**

- 48.1. The Purchaser may not make a Claim or requisition or delay the completion:
- 48.1.1. If any of the fences on or surrounding the Property are not on the correct boundary; or
  - 48.1.2. As to the nature or state of repair of any fence; or
  - 48.1.3. If there are no fences or if any fence is a give and take fence; or
  - 48.1.4. If a swimming pool, as defined in the *Swimming Pools Act 1992* (NSW), is not fenced as required by law.

#### **49. SWIMMING POOL**

- 49.1. If a swimming pool (which expression includes any fencing applicable thereto) forms part of the Property, the Vendor does not warrant that the swimming pool complies with the requirements imposed by the *Swimming Pools Act 1992* (NSW) (in this clause "the Act") and the regulations prescribed under the Act.
- 49.2. If a Compliance Certificate for the swimming pool is not available and only a Non-Compliance Certificate is attached to this Contract for any reason and informs there is work to be done before a Compliance Certificate will issue, the Purchaser must comply with the Notice, remedy the reason, or do the work at his/her expense in accordance with the certificate attached hereto.
- 49.3. The Purchaser cannot make a Claim, Objection, requisition, rescind or terminate the Contract in respect of any Non-Compliance Certificates for the swimming pool or anything disclosed in relation to the swimming pool and/or within this condition.

#### **50. IMPROVEMENTS**

- 50.1. The Purchaser may not make a Claim or requisition, delay completion, rescind or terminate concerning the validity of any erected improvements, additions or works performed on the Property which are not identified within any of the documents annexed to this Contract.

#### **51. UNASSESSED RATES OR LAND TAX**

- 51.1. The Purchaser may not delay completion of this Contract on the grounds that the Property is subject to a charge for any unassessed rates or land tax at the Completion Date.
- 51.2. The Vendor will endeavour to clear any land tax charge (so long as the amount to be paid on account of land tax can be ascertained by reference to the Property alone) on or before completion.
- 51.3. The Vendor must comply promptly with the Property requirements of the rating or taxing authority in question and pay rates or land tax assessed against the Vendor or the registered proprietor of the Property within the time specified by the assessment notice or notices when issued.
- 51.4. The Vendor's obligations under this clause will be satisfied by the Vendor's payment of its proportion of such rates or land tax calculated pursuant to this Contract and the Purchaser must pay the balance of such rates or land tax.

- 51.5. Rights under this clause continue after completion.

## **52. GUARANTEE AND INDEMNITY**

- 52.1. If the Purchaser is or includes a corporation (other than a corporation listed on the Australian Stock Exchange) then each person who signs this Contract on behalf of that corporation:
- 52.1.1. is personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if that person was the Purchaser under this Contract;
  - 52.1.2. independently and irrevocably give the Purchaser Indemnities and make the Purchaser Warranties;
- 52.2. must procure the execution by at least two directors or shareholders (being persons over the age of 18 years) of the corporation of a deed of guarantee in the form attached to the Contract. The Deed of Guarantee at Schedule 4, duly executed, must be delivered to the Vendor's solicitors within 14 days after the date of this Contract and in this regard, time is of the essence.

## **53. TRANSFER**

- 53.1. If Settlement is not being affected electronically, the Purchaser must provide a completed Transfer to the Vendor's Lawyer no later than ten (10) days before Completion.
- 53.2. If the Purchaser does not provide a completed Transfer to the Vendor's Lawyer in accordance with Special Condition 54.1, then, at the Vendors discretion, the Vendor's Lawyer can attend to the preparation of the Transfer and the Purchaser must pay in addition to any other money payable under this Contract a sum of \$165.00 (GST inclusive) on Completion as an agreed additional cost arising from the late delivery of the Transfer and being a genuine pre-estimate of the Damages payable by the Purchaser in order to reimburse the Vendor for additional legal costs payable by the Vendor in connection with the preparation of the Transfer.
- 53.3. It is an essential provision of this Contract that this amount be paid on completion in addition to all other monies required to be paid by the Purchaser under this Contract at that time.

## **54. BREACH OF STATUTORY WARRANTY**

- 54.1. If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.
- 54.2. If the Vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation, the Vendor may, before completion serve a notice:
- 54.2.1. specifying the breach;
  - 54.2.2. requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver); and
  - 54.2.3. Indicating that the Vendor intends to rescind this Contract if the Waiver is not served within 14 days of service of the notice.
- 54.3. The Vendor may rescind if:
- 54.3.1. The Vendor serves a notice under paragraph 54.2; and
  - 54.3.2. The Purchaser does not serve the Waiver within the time required under the notice.
  - 54.3.3. If the Purchaser serves the Waiver before the Vendor rescinds under paragraph 54.3, the Vendor is no longer entitled to rescind under paragraph 54.3.

- 54.3.4. The Purchaser has no Claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation other than the right of rescission conferred by that Regulation.

## **55. AUCTION SALES**

- 55.1. These Conditions replace 'Auction - Conditions of Sale' on page 3 of the printed Contract.
- 55.2. If the Property is or is intended to be sold at auction:
- 55.2.1. Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulations 2003* (NSW) and Section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).
- 55.2.2. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
- 55.2.2.1. The principal's reserve price must be given in writing to the auctioneer before the auction commence.
- 55.2.2.2. A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction clearly and precisely the number of bids that may be made by or on behalf of the seller.
- 55.2.3. That the highest bidder is the Purchaser, subject to any reserve price.
- 55.2.4. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 55.2.5. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
- 55.2.6. A bidder is taken to be a principle unless, before bidding, the bidder has given to the auctioneer a copy of written authority to bid for or on behalf of another person.
- 55.2.7. A bid cannot be made or accepted after the fall of the hammer.
- 55.2.8. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
- 55.3. The following conditions, in addition to those prescribed, are prescribed as applicable to and in respect of the sale by auction of residential Property or rural land.
- 55.4. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 55.5. One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.

## **56. GST**

- 56.1. The purchase price herein is exclusive of any goods and services tax and the Purchaser must pay to the Vendor on Completion of this Contract in addition to the price the amount of the GST which amount will be deemed to be part of the balance of purchase money due and payable.

## **57. WARRANTY**

58. The Vendor does not make any representations or give any warranty as to the approval by any regulatory or governmental body for the use of or the current legislative compliance of Property the subject of the Contract or the accuracy of any the searches or attachments to the sale

Contract. The Purchaser relies solely on its own due diligence and will not make any Objection, Claim, requisition, delay settlement or seek to terminate or rescind the Contract as a consequence of any of any lack of approval for the use or compliance of the Property with any governmental or regulatory body.

## **59. CONDITION OF PROPERTY**

- 59.1. The Purchaser accepts the Property in its present condition and state of repair. The Purchaser relies solely on its own due diligence at the state of repair of the property, as well as any latent or patent or other defects including any Contamination by any hazardous substance or chemical.
- 59.2. The Purchaser accepts the Property and the Inclusions in its present condition and state of repair on the Contract date, including any wear and tear, any latent or patent or other defects, infestation, or dilapidation existing either at the Contract date or at Completion and any Contamination or hazardous substances.
- 59.3. The Purchaser waives any existing and future Claims or redress of any kind which it may have against the Vendor because of Contamination or hazardous substances or any other environmental damage to the Property.
- 59.4. The Purchaser will make no requisition, Objection or Claim for compensation and will not be entitled to rescind or terminate or delay Completion, by reason of the Property being affected by:
  - 59.4.1. any storm water channels, drains, pipes, mains or other installations on or passing over or under the Property;
  - 59.4.2. any of the fences (including give and take fences) not being on the correct boundary lines, or being the subject of any agreement or any order of any Land Board or Court or other competent authority;
  - 59.4.3. any roads or reservations for roads traversing the Property, including their location area and any discrepancy from their location noted on the title deed or deeds; and
  - 59.4.4. any gates erected across any road traversing the Property.
- 59.5. The Purchaser acknowledges:
  - 59.5.1. The Vendor disclosure;
  - 59.5.2. That it cannot make a Claim:
    - 59.5.2.1. in respect of anything concerning the Vendor disclosure; and
    - 59.5.2.2. in respect of any act or omission of the Vendor in relation to anything required by any Authority;
  - 59.5.3. Any and all interest earned on the investment of the deposit, will be paid to the Vendor.
- 59.6. The Purchaser acknowledges that:
  - 59.6.1. It has had the opportunity to inspect the Property and this Contract and satisfy itself in all respects about:
    - 59.6.1.1. the Property's title;
    - 59.6.1.2. the state of repair or condition of the Property and the Inclusions;



- 59.6.1.3. the existence of any water, sewerage, drainage, gas and electricity, telephone or other installations or Services (Any Service);
  - 59.6.1.4. the fitness of the Property and Inclusions for any particular purpose;
  - 59.6.1.5. any current or future potential financial return to be derived from the Property;
  - 59.6.1.6. whether or not the current use/s of the Property are permitted under planning or other Laws;
  - 59.6.1.7. the boundaries, area and the extent of any encroachments;
  - 59.6.1.8. the existence and nature and extent of any Contamination or hazardous substances; and
  - 59.6.1.9. it will provide an adjustment at Completion for any tax levied on the land at the land's value.
- 59.6.2. It cannot require the Vendor either before or after Completion to:
  - 59.6.2.1. repair or replace any defect or damage to the Property;
  - 59.6.2.2. remediate or remove any Contamination; or
  - 59.6.2.3. carry out or pay for any works on, or in relation to any part of, the Property.
- 59.7. Notwithstanding anything to the contrary contained in this Contract, the Purchaser acknowledges that no representations, inducement or warranties have been made by the Vendor or their agent or representatives relating to the present state or condition of the Property or any part of the Property or the use of which it has or may in the future be put by the Purchaser save as may be expressly contained in this Contract for sale or implied by a Law which cannot be excluded by private Contract.
- 59.8. The Purchaser may not make any requisition, Objection or Claim for compensation nor be entitled to rescind or delay completion or terminate this Contract because of any of the matters referred to in this clause.
- 59.9. Despite anything else in this Contract the Purchaser:
  - 59.9.1. accepts the Property subject to all existing Contamination;
  - 59.9.2. from Completion assumes responsibility for all Costs or Claims arising from the presence of any Contamination;
  - 59.9.3. must comply with all laws concerning the existence and remediation of any Contaminant affecting the Property;
  - 59.9.4. may not make any Objection relating to any Contaminant affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date;
  - 59.9.5. releases the Vendor from any Claim that the Purchaser has or may have had but for this clause relating to any Cost or Liability arising from or connected with any

Contaminant or affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date; and

- 59.9.6. indemnifies the Vendor against any Claim arising from or connected with any Contaminant affecting the Property caused by an activity that occurs after Completion.

## **60. ELECTRONIC SETTLEMENT**

- 60.1. The Vendor and Purchaser agree to settle this sale electronically via PEXA in accordance and compliance with the Electronic Conveyancing National Law.
- 60.2. The Vendor and Purchaser will irrevocably instruct their agent or legal representative to register with PEXA and to maintain this registration with PEXA until Completion.
- 60.3. The provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically, at which time the matter will proceed as a paper settlement.
- 60.4. In the event that Completion does not take place through PEXA as a result of the Purchasers agent or legal representative not being registered with PEXA, or in the event that Completion does not take place through PEXA because the Purchaser is unable or unwilling to complete settlement of this matter electronically, then the Purchaser will pay to the Vendor the sum of \$330.00 (inclusive of GST) on Completion in addition to the Purchase Price.
- 60.5. Settlement is given to have taken place when the financial settlement has been completed and finalised.
- 60.6. Any notice served on either the Vendor or the Purchaser in the electronic workspace must also be served in accordance with the conditions of this Contract relating to service of notices.

## **61. SANTA CLAUSE**

- 61.1. Notwithstanding anything else contained herein to the contrary, if settlement has not taken place by 18 December within the year of settlement, then the due date for settlement as identified within the Contract shall be amended to no earlier than 18 January of the following year unless agreed otherwise by both parties in writing. Neither party shall be deemed to be in default or liable for any penalty for the period between 18 December the year of settlement and 18 January the following year.

## **62. BUILDING CERTIFICATE**

- 62.1. Where applicable, if the Vendor does not supply or currently have a building certificate issued under the *Environmental Planning and Assessment Act 1979* (NSW) for the improvements on the Property, the Purchaser is not entitled to:
- 62.1.1. have the Property inspected for the purposes of obtaining a building certificate or apply for a building certificate before Completion;
- 62.1.2. require the Vendor to apply for or do anything to obtain a building certificate;
- 62.1.3. require the Vendor to comply with local council's requirements for the issue of a building certificate.
- 62.2. Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a building certificate for the improvements on the Property.

**63. FIRB**

- 63.1. The Purchaser warrants that the Purchaser has obtained, or that the Purchaser is not required to obtain, any consent or approval from the Commonwealth Treasurer under the *Foreign Acquisitions and Takeovers Act 1976* (Cth) and *Foreign Acquisitions and Takeovers Regulation 1989* (Cth) necessary to purchase the Property.

## **SCHEDULE 1 – DEFINITIONS**

The following words have these meanings unless the contrary intention appears:

<b>Authority</b>	means the Local Council, Principal Certifying Authority, and any government, semi government, statutory public or other authority having jurisdiction over the land or charged with the administration of any applicable law.
<b>Agent</b>	means the Vendor's Agent named on page 1 of this Contract.
<b>Claim</b>	means any claim, objection, requisition, delay in completion, attempted rescission or attempted termination.
<b>Completion Date</b>	means the date on the front page of this Contract.
<b>Contaminant</b>	means any substance the presence of which: <ol style="list-style-type: none"><li>1. is a significant risk of harm to human health or the environment;</li><li>2. breaches any Law;</li><li>3. hazardous substances including asbestos; or</li><li>4. could result in a relevant Authority issuing a work order requiring the substance be remediated or removed from the Property.</li></ol>
<b>Contamination</b>	means the existence of a Contaminant on or affecting the Property.
<b>Contract</b>	means this Contract, which includes the Standard Form, the Special Conditions, and any schedules, exhibits and annexures.
<b>Council</b>	means the relevant local consent Authority.
<b>Damage</b>	means any claim, action, loss, damage, cost, liability, expense or payment.
<b>FIRB</b>	means the Foreign Investment Review Board.
<b>GST</b>	has the meaning given in the GST Law.
<b>GST Law</b>	has the meaning given to that term in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) (as amended) and any regulation made under that GST Act.
<b>Guaranteed Obligations</b>	means the Purchaser's obligations under the Contract.
<b>Guarantor</b>	means each guarantor as identified in this Contract as guarantor.

<b>Inclusions</b>	means the inclusions to be sold as part of the Property and that are described at page 1 of this Contract.
<b>Liability</b>	includes any Cost arising from or in connection with a threatened or actual claim or any other liability, cost, claim, action, allegation, suit, demand, cause of action or proceedings.
<b>Loss</b>	means any loss, damage, penalty, fine, expense or cost.
<b>Objection</b>	means any objection, requisition or Claim, or any refusal to complete this Contract, or any action or attempt to rescind or terminate this Contract, or any action or attempt to delay Completion of this Contract.
<b>Prohibited Entity</b>	means any person or entity which: <ol style="list-style-type: none"> <li>1. is a terrorist organisation as defined in Part 5.3 of the <i>Criminal Code Act 1995</i>;</li> <li>2. is named or otherwise listed by the Minister for Foreign Affairs as a terrorist, or member of a terrorist organisation on the website of the Australian Department of Foreign Affairs and Trade.</li> </ol>
<b>Property</b>	Means the property listed and described on page 1 of this Contract.
<b>Services</b>	means all water, drainage, sewerage, gas, electricity and phone services.
<b>Standard Conditions</b>	means the standard clauses of the NSW Law Society Contract for Sale of Land 2022 edition.
<b>Special Conditions</b>	means these conditions.
<b>Vendor's Lawyer</b>	means Terzon Group Legal Pty Ltd of Suite 201/9, 29-31 Solent Circuit, Norwest NSW 2153.

## **SCHEDULE 2 – RULES OF INTERPRETATION**

1. Headings are for convenience only and do not affect interpretation.
2. Words importing the singular number shall include the plural number.
3. Words implying any gender shall include the other gender.
4. Any expression importing a natural person includes a body corporate, partnership, joint venture, association, or any other legal entity.
5. A reference to a person includes a reference to that person's executors, administrators, successors, substitutes (including but not limited to, persons taking by novation) and assigns, including any company, partnership, joint venture, association, corporation or any other body corporate or governmental, semi-governmental, administrative, physical or juridical body, department commission, authority, tribunal, agency or entity.
6. Any provision of this Contract which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability and is severed.
7. Clause, paragraph or sub clause means a clause, paragraph or sub clause, respectively of this Contract.
8. Unless stated otherwise, one provision does not limit the effect of another.
9. Each clause, sub-clause and Special Conditions of this Contract shall be severable from each other clause, sub-clause and Special Conditions and the invalidity or unenforceability of any clause, sub-clause or Special Conditions for any reason shall not prejudice or in any way affect the validity or enforceability of any other clause, sub-clause or Special Conditions.
10. A reference to a Solicitor includes a party's representative if named in this Contract.
11. A reference to this Contract includes any amendment, novation, supplement, variation or replacement to it from time to time, except to the extent prohibited by this Contract.
12. Any document will be deemed served on the business day on which it is received unless it is received after 5.00pm in which case it will be taken to have been served on the commencement of the next business day.
13. Where a document is served on a day which is not a business day, it will be taken to have been served on the commencement of the next business day.
14. If any Document annexed to this agreement is replaced or added to then the relevant definition thereafter refers to the document as so replaced or added to.
15. The Special Conditions prevail in the event of inconsistency between the Special Conditions and the Standard Clauses.
16. The Contract is governed exclusively by the laws and the Courts of the state of New South Wales.
17. If before the contract is signed by or on behalf of the Purchaser a document or copy of a document, at the request of the Vendor or the Vendor's Solicitor, was attached to this Contract by or on behalf of the Purchaser or the Purchaser's Solicitor, the persons attaching the document or copy did so as agent of the Vendor.

18. The parties authorise their Lawyers to make any changes or alterations necessary to give effect to this Contract.
19. For the purpose of this Contract, the substance of all material contained in any document attached to, or referred to in this Contract is disclosed in this Contract.
20. All provisions of this Contract intended to have application after completion will continue to apply. Those rights and obligations of the parties will not merge upon completion of this Contract.
21. This contract constitutes the entire agreement between the parties concerning the subject matter of the agreement and all previous agreements, undertakings and negotiations on that subject matter cease to have effect.
22. No representations undertakings or conditions have been made, given or stipulated by or on behalf of the Vendor except as they appear in this Contract.

### **SCHEDULE 3 – AMENDMENTS TO STANDARD CONDITIONS**

1. The definition of “work order” is amended by inserting the words “*in writing issued by a competent authority*” after the word “order”;
2. The definition of “deposit holder” is amended to read “*Vendor’s Solicitor*”;
3. Standard Condition 2.2 is amended by deleting the words “*Normally*”;
4. Standard Condition 2.4 is amended by deleting the words “*by giving cash (up to \$2,000) or*”;
5. Standard Condition 2.8 is deleted;
6. Standard Condition 2.9 is amended by inserting the words “*if the deposit is forfeited to the vendor, then all of the interest accrued on the deposit is paid to the vendor*” after the words at the end of the clause;
7. Standard Condition 3 is deleted;
8. Clause 4.3 is deleted and replaced with “*the purchaser must serve a form of transfer naming only the purchaser as transferee*”;
9. Standard Condition 5.2.1 is amended by deleting the words “*property or*”;
10. Standard Condition 5.2.3 is deleted;
11. Standard Condition 6 is deleted;
12. Standard Condition 7 is deleted;
13. Standard Condition 8.1.1 is amended by deleting the words “on reasonable grounds”;
14. Standard Condition 8.2 is deleted;
15. Standard Condition 10.1 is amended by adding the words “*or delay completion*” after “*or terminate*”;
16. The word “substance” was replaced with the word “existence” where appearing in Standard Condition 10.1.8 and 10.1.9;
17. The words “other than on account of the Purchaser’s breach” were inserted immediately after the word “terminated” in Standard Condition 11.2;
18. Standard Condition 13.8 is deleted;
19. Standard Condition 14.4.2 is deleted;
20. Standard Condition 17.3 is deleted;
21. Standard Condition 23.9.1 is amended by replacing the words “1%” with “5%”;
22. Standard Condition 24.3.1 is amended by deleting the words “and audited”;
23. Standard Condition 24.3.2 is deleted;
24. Standard Condition 25 is deleted;



25. Standard Condition 27 is deleted;
26. Standard Condition 28 is deleted; and
27. Standard Condition 29 is deleted.

## **SCHEDULE 4 – GUARANTEE**

1. The Guarantor:
  - 1.1. Unconditionally and irrevocably guarantees to the Vendor:
    - 1.1.1. the payment of all money payable by the Purchaser under this contract; and
    - 1.1.2. the performance of all the Purchaser's obligations under this Contract.
2. Indemnifies the Vendor against Damage incurred by the Vendor in connection with or arising from any breach or default by the purchaser obligations under this contract; and
  - 2.1. must pay on demand any money due to the Vendor under this indemnity;
  - 2.2. is jointly and severally liable with the Purchaser to the Vendor for the Purchaser's performance of its obligations under this contract;
  - 2.3. is jointly and severally liable with the Purchaser for any Loss or damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this contract; and
  - 2.4. must pay the Vendor on written demand all expenses incurred by the Vendor in respect of the Vendor's exercise of any right under this clause.
3. The Guarantor's obligations are not released, discharged or otherwise affected:
  - 3.1. Where the Vendor releases or enters into a composition with the purchaser;
  - 3.2. Where a payment made to the Vendor is later avoided; or
  - 3.3. Where the Vendor assigns or transfers the benefit of this contract.
  - 3.4. By the grant of any time, waiver, covenant not to sue or other indulgence;
  - 3.5. By the release (including the release as a part of a novation) or discharge of any person;
  - 3.6. By an arrangement, composition or compromised entered into by the Vendor, the Purchaser, the Guarantor or any other person;
  - 3.7. By an extinguishment, failure, Loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
  - 3.8. By any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the Vendor by this contract, a statute, a court or otherwise;
  - 3.9. By payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
    - 3.9.1. By the winding-up of the Purchaser; or
    - 3.9.2. The death of the Guarantor.
4. If there is more than one Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.
5. If the Vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations.

**SIGNATURE PAGE FOR GUARANTOR**

CONTRACT

BETWEEN

(Vendor)

and

(Purchaser)

Property

Dated

---

Signed by the Guarantor in the presence of:

.....  
Witness

.....  
Guarantor

.....  
Print Name

.....  
Print Name

.....  
Print Address

.....  
Print Address

.....  
Witness

.....  
Guarantor

.....  
Print Name

.....  
Print Name

.....  
Print Address

.....  
Print Address



FOLIO: 2140/1166232

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/9/2025	12:47 PM	9	30/1/2025

LAND

----

LOT 2140 IN DEPOSITED PLAN 1166232  
AT GREGORY HILLS  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1166232

FIRST SCHEDULE

-----

ROBERT ANTHONY COSTANZO  
ANNA COSTANZO  
AS JOINT TENANTS (T AK696890)

SECOND SCHEDULE (9 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1119742 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1166232 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1166232 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 5 DP1166232 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (10) IN THE S.88B INSTRUMENT
- 6 DP1166232 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (14) IN THE S.88B INSTRUMENT
- 7 DP1166232 RESTRICTION(S) ON THE USE OF LAND
- 8 AK696891 MORTGAGE TO WESTPAC BANKING CORPORATION
- \* 9 AU743331 CAVEAT BY CAMPAIGN AGENT PTY. LTD. AS REGARDS THE  
INTEREST OF ANNA COSTANZO

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

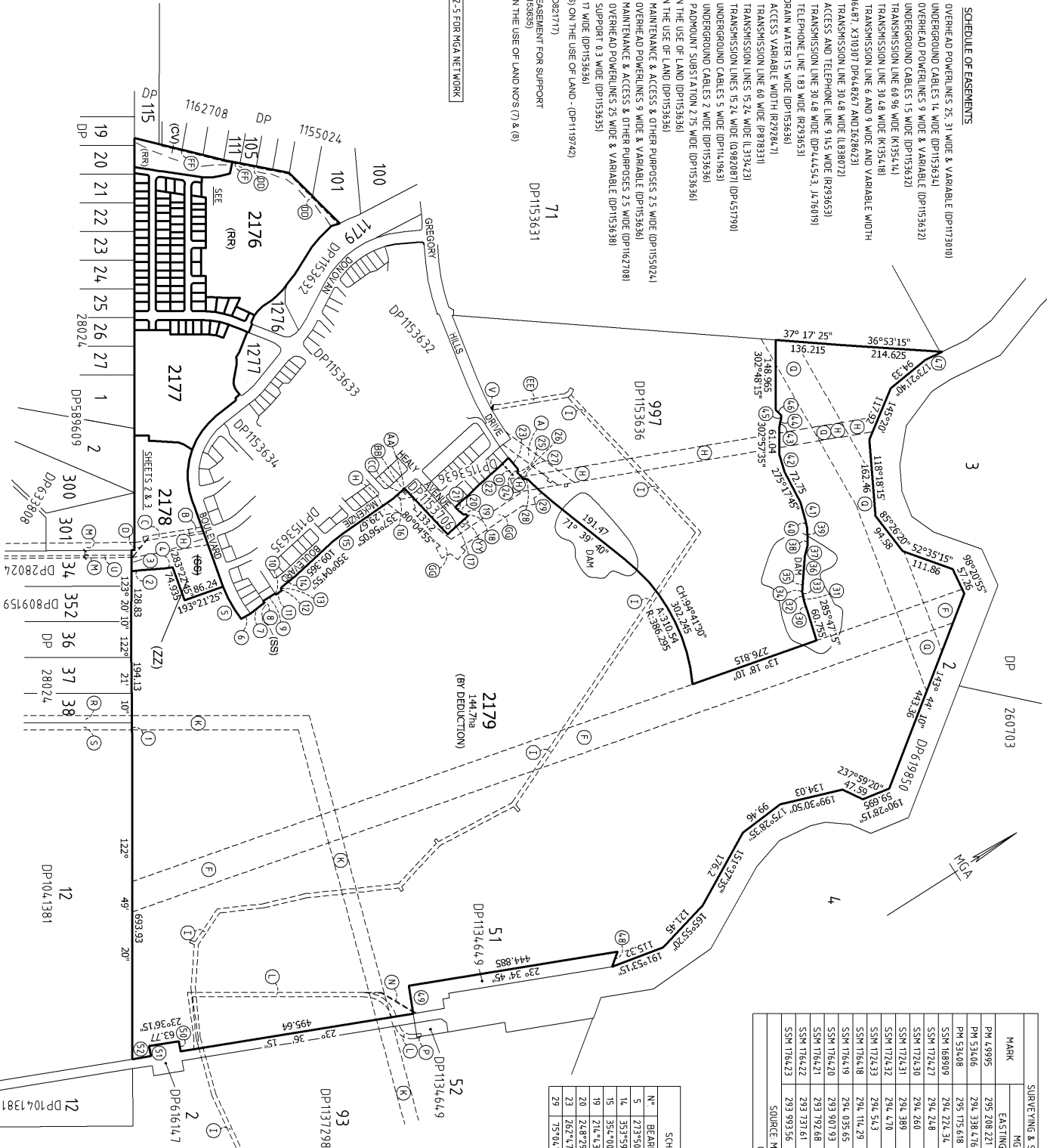
TGL:2025:414...

PRINTED ON 12/9/2025

SCHEDULE OF EASEMENTS

- (A) EASEMENT FOR OVERHEAD POWERLINES 25.31 WIDE & VARIABLE (DP1173010)
- (B) EASEMENT FOR UNDERGROUND CABLES 14 WIDE (DP1153631)
- (C) EASEMENT FOR OVERHEAD POWERLINES 9 WIDE & VARIABLE (DP1153632)
- (D) EASEMENT FOR UNDERGROUND CABLES 15 WIDE (DP1153632)
- (E) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (K1354.14)
- (F) EASEMENT FOR TRANSMISSION LINE 6 AND 9 WIDE AND VARIABLE WIDTH (K1354.14, DP1153631, DP1153632)
- (G) EASEMENT FOR ACCESS AND TELEPHONE LINE 9.145 WIDE (R23653)
- (H) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (DP1153631)
- (I) EASEMENT FOR TELEPHONE LINE 1.83 WIDE (R23653)
- (J) EASEMENT FOR DRAIN WATER 15 WIDE (DP1153631)
- (K) EASEMENT FOR ACCESS VARIABLE WIDTH (R23653)
- (L) EASEMENT FOR TRANSMISSION LINE 40 WIDE (R23653)
- (M) EASEMENT FOR TRANSMISSION LINES 15.24 WIDE (K1354.23)
- (N) EASEMENT FOR UNDERGROUND CABLES 5 WIDE (DP114.963)
- (O) EASEMENT FOR UNDERGROUND CABLES 2 WIDE (DP1153631)
- (P) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1153631)
- (Q) RESTRICTION ON THE USE OF LAND (DP1153631)
- (R) EASEMENT FOR MAINTENANCE & ACCESS & OTHER PURPOSES 2.5 WIDE (DP1153631)
- (S) EASEMENT FOR OVERHEAD POWERLINES 9 WIDE & VARIABLE (DP1153631)
- (T) EASEMENT FOR MAINTENANCE & ACCESS & OTHER PURPOSES 2.5 WIDE (DP1162708)
- (U) EASEMENT FOR OVERHEAD POWERLINES 25 WIDE & VARIABLE (DP1153631)
- (V) EASEMENT FOR SUPPORT 0.3 WIDE (DP1153631)
- (W) RIGHT OF WAY 17 WIDE (DP1153631)
- (X) RESTRICTIONS ON THE USE OF LAND - (DP1153631)
- (Y) COVENANT - (A082117)
- (Z) EASEMENT FOR SUPPORT 0.3 WIDE - (DP1153631)
- (ZZ) RESTRICTION ON THE USE OF LAND NOS (7) & (8) - DP1153631

SEE SHEETS 2-5 FOR MGA NETWORK



SURVEYING & SPATIAL INFORMATION REGULATION 2006 (CLAUSE 35(1)(B) AND 6(1)(2))						
MARK	MGA CO-ORDINATES		CLASS	METHOD	ORIGIN	
	EASTING	NORTHING				
PM 49995	295 208 221	6 231 187 249	C	3	FOUND	
PM 53406	296 338 476	6 232 327 051	C	3	FOUND	
PM 53408	295 715 618	6 231 864 088	C	3	FOUND	
SSM 168909	296 224 314	6 232 461 61	D	4	FOUND	
SSM 172427	296 248	6 232 355	U	U	FOUND	
SSM 172430	296 260	6 232 277	U	U	FOUND	
SSM 172431	296 269	6 232 168	U	U	FOUND	
SSM 172432	296 270	6 232 148	U	U	FOUND	
SSM 172433	296 271	6 232 128	U	U	FOUND	
SSM 172434	296 272	6 232 108	U	U	FOUND	
SSM 172435	296 273	6 232 88	U	U	FOUND	
SSM 172436	296 274	6 232 68	U	U	FOUND	
SSM 172437	296 275	6 232 48	U	U	FOUND	
SSM 172438	296 276	6 232 28	U	U	FOUND	
SSM 172439	296 277	6 232 8	U	U	FOUND	
SSM 172440	296 278	6 231 48	U	U	FOUND	
SSM 172441	296 279	6 231 28	U	U	FOUND	
SSM 172442	296 280	6 231 8	U	U	FOUND	
SSM 172443	296 281	6 230 48	U	U	FOUND	
SSM 172444	296 282	6 230 28	U	U	FOUND	
SSM 172445	296 283	6 230 8	U	U	FOUND	
SSM 172446	296 284	6 229 48	U	U	FOUND	
SSM 172447	296 285	6 229 28	U	U	FOUND	
SSM 172448	296 286	6 229 8	U	U	FOUND	
SSM 172449	296 287	6 228 48	U	U	FOUND	
SSM 172450	296 288	6 228 28	U	U	FOUND	
SSM 172451	296 289	6 228 8	U	U	FOUND	
SSM 172452	296 290	6 227 48	U	U	FOUND	
SSM 172453	296 291	6 227 28	U	U	FOUND	
SSM 172454	296 292	6 227 8	U	U	FOUND	
SSM 172455	296 293	6 226 48	U	U	FOUND	
SSM 172456	296 294	6 226 28	U	U	FOUND	
SSM 172457	296 295	6 226 8	U	U	FOUND	
SSM 172458	296 296	6 225 48	U	U	FOUND	
SSM 172459	296 297	6 225 28	U	U	FOUND	
SSM 172460	296 298	6 225 8	U	U	FOUND	
SSM 172461	296 299	6 224 48	U	U	FOUND	
SSM 172462	296 300	6 224 28	U	U	FOUND	
SSM 172463	296 301	6 224 8	U	U	FOUND	
SSM 172464	296 302	6 223 48	U	U	FOUND	
SSM 172465	296 303	6 223 28	U	U	FOUND	
SSM 172466	296 304	6 223 8	U	U	FOUND	
SSM 172467	296 305	6 222 48	U	U	FOUND	
SSM 172468	296 306	6 222 28	U	U	FOUND	
SSM 172469	296 307	6 222 8	U	U	FOUND	
SSM 172470	296 308	6 221 48	U	U	FOUND	
SSM 172471	296 309	6 221 28	U	U	FOUND	
SSM 172472	296 310	6 221 8	U	U	FOUND	
SSM 172473	296 311	6 220 48	U	U	FOUND	
SSM 172474	296 312	6 220 28	U	U	FOUND	
SSM 172475	296 313	6 220 8	U	U	FOUND	
SSM 172476	296 314	6 219 48	U	U	FOUND	
SSM 172477	296 315	6 219 28	U	U	FOUND	
SSM 172478	296 316	6 219 8	U	U	FOUND	
SSM 172479	296 317	6 218 48	U	U	FOUND	
SSM 172480	296 318	6 218 28	U	U	FOUND	
SSM 172481	296 319	6 218 8	U	U	FOUND	
SSM 172482	296 320	6 217 48	U	U	FOUND	
SSM 172483	296 321	6 217 28	U	U	FOUND	
SSM 172484	296 322	6 217 8	U	U	FOUND	
SSM 172485	296 323	6 216 48	U	U	FOUND	
SSM 172486	296 324	6 216 28	U	U	FOUND	
SSM 172487	296 325	6 216 8	U	U	FOUND	
SSM 172488	296 326	6 215 48	U	U	FOUND	
SSM 172489	296 327	6 215 28	U	U	FOUND	
SSM 172490	296 328	6 215 8	U	U	FOUND	
SSM 172491	296 329	6 214 48	U	U	FOUND	
SSM 172492	296 330	6 214 28	U	U	FOUND	
SSM 172493	296 331	6 214 8	U	U	FOUND	
SSM 172494	296 332	6 213 48	U	U	FOUND	
SSM 172495	296 333	6 213 28	U	U	FOUND	
SSM 172496	296 334	6 213 8	U	U	FOUND	
SSM 172497	296 335	6 212 48	U	U	FOUND	
SSM 172498	296 336	6 212 28	U	U	FOUND	
SSM 172499	296 337	6 212 8	U	U	FOUND	
SSM 172500	296 338	6 211 48	U	U	FOUND	
SSM 172501	296 339	6 211 28	U	U	FOUND	
SSM 172502	296 340	6 211 8	U	U	FOUND	
SSM 172503	296 341	6 210 48	U	U	FOUND	
SSM 172504	296 342	6 210 28	U	U	FOUND	
SSM 172505	296 343	6 210 8	U	U	FOUND	
SSM 172506	296 344	6 209 48	U	U	FOUND	
SSM 172507	296 345	6 209 28	U	U	FOUND	
SSM 172508	296 346	6 209 8	U	U	FOUND	
SSM 172509	296 347	6 208 48	U	U	FOUND	
SSM 172510	296 348	6 208 28	U	U	FOUND	
SSM 172511	296 349	6 208 8	U	U	FOUND	
SSM 172512	296 350	6 207 48	U	U	FOUND	
SSM 172513	296 351	6 207 28	U	U	FOUND	
SSM 172514	296 352	6 207 8	U	U	FOUND	
SSM 172515	296 353	6 206 48	U	U	FOUND	
SSM 172516	296 354	6 206 28	U	U	FOUND	
SSM 172517	296 355	6 206 8	U	U	FOUND	
SSM 172518	296 356	6 205 48	U	U	FOUND	
SSM 172519	296 357	6 205 28	U	U	FOUND	
SSM 172520	296 358	6 205 8	U	U	FOUND	
SSM 172521	296 359	6 204 48	U	U	FOUND	
SSM 172522	296 360	6 204 28	U	U	FOUND	
SSM 172523	296 361	6 204 8	U	U	FOUND	
SSM 172524	296 362	6 203 48	U	U	FOUND	
SSM 172525	296 363	6 203 28	U	U	FOUND	
SSM 172526	296 364	6 203 8	U	U	FOUND	
SSM 172527	296 365	6 202 48	U	U	FOUND	
SSM 172528	296 366	6 202 28	U	U	FOUND	
SSM 172529	296 367	6 202 8	U	U	FOUND	
SSM 172530	296 368	6 201 48	U	U	FOUND	
SSM 172531	296 369	6 201 28	U	U	FOUND	
SSM 172532	296 370	6 201 8	U	U	FOUND	
SSM 172533	296 371	6 200 48	U	U	FOUND	
SSM 172534	296 372	6 200 28	U	U	FOUND	
SSM 172535	296 373	6 200 8	U	U	FOUND	
SSM 172536	296 374	6 199 48	U	U	FOUND	
SSM 172537	296 375	6 199 28	U	U	FOUND	
SSM 172538	296 376	6 199 8	U	U	FOUND	
SSM 172539	296 377	6 198 48	U	U	FOUND	
SSM 172540	296 378	6 198 28	U	U	FOUND	
SSM 172541	296 379	6 198 8	U	U	FOUND	
SSM 172542	296 380	6 197 48	U	U	FOUND	
SSM 172543	296 381	6 197 28	U	U	FOUND	
SSM 172544	296 382	6 197 8	U	U	FOUND	
SSM 172545	296 383	6 196 48	U	U	FOUND	
SSM 172546	296 384	6 196 28	U	U	FOUND	
SSM 172547	296 385	6 196 8	U	U	FOUND	
SSM 172548	296 386	6 195 48	U	U	FOUND	
SSM 172549	296 387	6 195 28	U	U	FOUND	
SSM 172550	296 388	6 195 8	U	U	FOUND	
SSM 172551	296 389	6 194 48	U	U	FOUND	
SSM 172552	296 390	6 194 28	U	U	FOUND	
SSM 172553	296 391	6 194 8	U	U	FOUND	
SSM 172554	296 392	6 193 48	U	U	FOUND	
SSM 172555	296 393	6 193 28	U	U	FOUND	
SSM 172556	296 394	6 193 8	U	U	FOUND	
SSM 172557	296 395	6 192 48	U	U	FOUND	
SSM 172558	296 396	6 192 28	U	U	FOUND	
SSM 172559	296 397	6 192 8	U	U	FOUND	
SSM 172560	296 398	6 191 48	U	U	FOUND	
SSM 172561	296 399	6 191 28	U	U	FOUND	
SSM 172562	296 400	6 191 8	U	U	FOUND	
SSM 172563	296 401	6 190 48	U	U	FOUND	
SSM 172564	296 402	6 190 28	U	U	FOUND	
SSM 172565	296 403	6 190 8	U	U	FOUND	
SSM 172566	296 404	6 189 48	U	U	FOUND	
SSM 172567	296 405	6 189 28	U	U	FOUND	
SSM 172568	296 406	6 189 8	U	U	FOUND	
SSM 172569	296 407	6 188 48	U	U	FOUND	
SSM 172570	296 408	6 188 28	U	U	FOUND	
SSM 172571	296 409	6 188 8	U	U	FOUND	
SSM 172572	296 410	6 187 48	U	U	FOUND	
SSM 172573	296 411	6 187 28	U	U	FOUND	
SSM 172574	296 412	6 187 8	U	U	FOUND	
SSM 172575	296 413	6 186 48	U	U	FOUND	
SSM 172576	296 414	6 186 28	U	U	FOUND	
SSM 172577	296 415	6 186 8	U	U	FOUND	
SSM 172578	296 416	6 185 48	U	U	FOUND	
SSM 172579	296 417	6 185 28	U	U	FOUND	
SSM 172580	296 418	6 185 8	U	U	FOUND	
SSM 172581	296 419	6 184 48	U	U	FOUND	
SSM 172582	296 420	6 184 28	U	U	FOUND	
SSM 172583	296 421	6 184 8	U	U	FOUND	
SSM 172584	296 422	6 183 48	U	U	FOUND	
SSM 172585	296 423	6 183 28	U	U	FOUND	
SSM 172586	296 424	6 183 8	U	U	FOUND	
SSM 172587	296 425	6 182 48	U	U	FOUND	
SSM 172588	296 426	6 182 28	U	U	FOUND	
SSM 172589	296 427	6 182 8	U	U	FOUND	
SSM 172590	296 428	6 181 48	U	U	FOUND	
SSM 172591	296 429	6 181 28	U	U	FOUND	
SSM 172592	296 430	6 181 8	U	U	FOUND	
SSM 172593	296 431	6 180 48	U	U	FOUND	
SSM 172594	296 432	6 180 28	U	U	FOUND	
SSM 172595	296 433	6 180 8	U	U	FOUND	
SSM 172596	296 434	6 179 48	U	U	FOUND	
SSM 172597	296 435	6 179 28	U	U	FOUND	
SSM 172598	296 436	6 179 8	U	U	FOUND	
SSM 172599	296 437	6 178 48	U	U	FOUND	
SSM 172600	296 438	6 178 28	U	U	FOUND	
SSM 172601	296 439	6 178 8	U	U	FOUND	
SSM 172602	296 440	6 177 48	U	U	FOUND	
SSM 172603	296 441	6 177 28	U	U	FOUND	
SSM 172604	296 442	6 177 8	U	U	FOUND	
SSM 172605	296 443	6 176 48	U	U	FOUND	
SSM 172606	296 444	6 176 28	U	U	FOUND	
SSM 172607	296 445	6 176 8	U	U	FOUND	
SSM 172608	296 446	6 175 48	U	U	FOUND	
SSM 172609	296 447	6 175 28	U	U	FOUND	
SSM 172610	296 448	6 175 8	U	U	FOUND	
SSM 172611	296 449	6 174 48	U	U	FOUND	
SSM 172612	296 450	6 174 28	U	U	FOUND	
SSM 172613	296 451	6 174 8	U	U	FOUND	
SSM 172614	296 452	6 173 48	U	U	FOUND	
SSM 172615	296 453	6 173 28	U	U	FOUND	
SSM 172616	296 454	6 173 8	U	U	FOUND	
SSM 172617	296 455	6 172 48	U	U	FOUND	
SSM 172618	296 456	6 172 28	U	U	FOUND	
SSM 172619	296 457	6 172 8	U	U	FOUND	
SSM 172620	296 458	6 171 48	U	U	FOUND	
SSM 172621	296 459	6 171 28	U	U	FOUND	
SSM 172622	296 460	6 171 8	U	U	FOUND	
SSM 172623	296 461	6 170 48	U	U	FOUND	
SSM 172624	296 462	6 170 28	U	U	FOUND	
SSM 172625	296 463	6 170 8	U	U	FOUND	
SSM 172626	296 464					

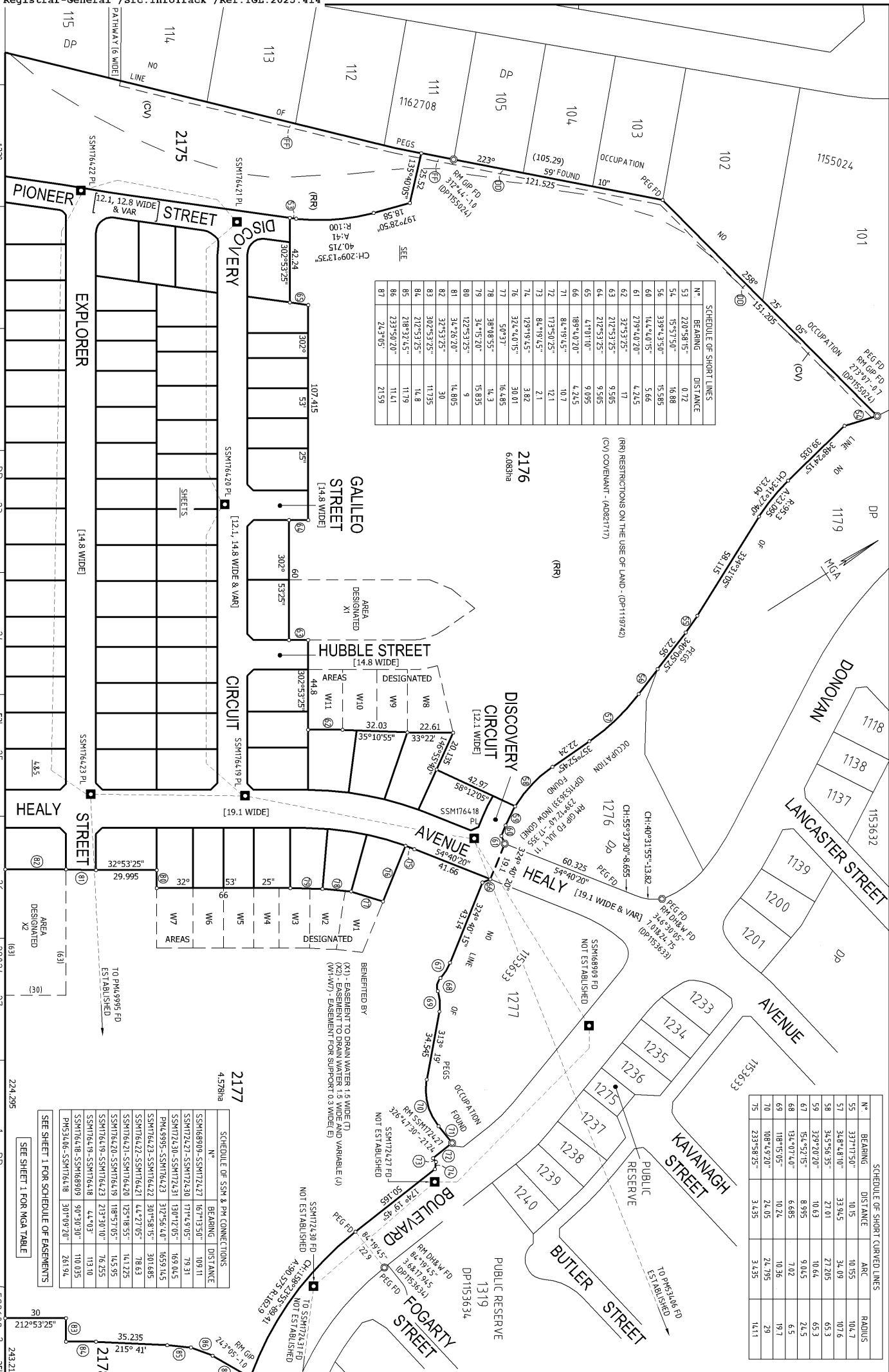
SCHEDULE OF SHORT LINES		
N°	BEARING	DISTANCE
53	220°58'15"	0.72
54	15°51'50"	16.88
56	33°43'30"	15.985
60	14.4°40'15"	5.66
61	27°40'20"	4.255
62	32°53'25"	17
63	21°53'25"	9.505
64	21°53'25"	9.505
65	41°01'10"	9.095
66	18°40'20"	4.255
71	84°19'45"	10.7
72	17°50'25"	12.1
73	84°19'45"	2.1
74	12°19'45"	3.82
76	32.4°40'15"	30.01
77	50°37'	16.485
78	38°08'55"	14.3
79	34°15'20"	15.835
80	122°53'25"	9
81	34°26'20"	14.805
82	37°53'25"	30
83	30°53'25"	11.735
84	21°53'25"	14.8
85	21°53'25"	11.79
86	23°50'20"	11.41
87	24°30'5"	21.59

SCHEDULE OF SHORT CURVED LINES			
N°	BEARING	DISTANCE	RADIUS
55	337°17'50"	10.15	10.15
57	34.8°48'10"	33.945	107.6
58	34.5°56'35"	27.01	27.205
59	32°20'20"	10.63	10.64
67	154°52'15"	8.995	7.02
68	134°07'40"	6.685	6.5
69	118°15'05"	10.24	10.26
70	108°42'20"	24.05	24.795
75	23°58'25"	3.435	3.435

SCHEDULE OF SSN & PM CONNECTIONS		
N°	BEARING	DISTANCE
SSM168909-SSM172427	167°13'30"	109.11
SSM172427-SSM172430	171°49'05"	79.31
SSM172430-SSM172431	130°12'05"	169.045
PM46995-SSM176423	317°56'40"	1659.165
SSM176423-SSM176422	30°58'15"	30.1685
SSM176422-SSM176421	44°27'05"	78.63
SSM176421-SSM176420	125°18'55"	14.1225
SSM176420-SSM176419	118°57'05"	145.95
SSM176419-SSM176423	213°30'10"	76.255
SSM176419-SSM176418	42°03'	113.10
SSM176418-SSM168909	90°30'30"	110.035
PM53406-SSM176418	301°09'20"	261.94

SEE SHEET 1 FOR SCHEDULE OF EASEMENTS

SEE SHEET 1 FOR MGA TABLE



Surveyor : STEPHEN JAMES ABBOTT  
Date of Survey : 18t MAY 2012  
Surveyor's Ref : 59406/CHECKLIST  
2012M 7100 (601) PARTIAL SURVEY  
2012M 7100 (617) ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF  
LOT 1184 IN DP1153632 AND LOT 998 IN DP1153636

LGA: CAMDEN  
Locality : GREGORY HILLS  
Subdivision No: 33 of 2012  
Lengths are in metres. Reduction Ratio 1:1200

Registered  
10.07.2012

DP1166232



SCHEDULE OF SHORT CURVED LINES			
N°	BEARING	DISTANCE	RADIUS
115	221°39'30"	9.2	383.99
116	41°18'55"	4.765	396.09
117	117°16'25"	115.4	13.1
118	55°38'05"	3.85	3.89
120	102°33'50"	4.055	4.28
121	128°51'35"	4.66	4.67
122	171°55'50"	11.48	13.01
123	40°43'	0.995	0.995

SCHEDULE OF SHORT LINES			
N°	BEARING	DISTANCE	
53	220°58'15"	0.72	
111	77°53'25"	4.245	
112	167°53'25"	4.245	
113	81°55'50"	6.1	
119	70°17'50"	3	

- (A) EASEMENT FOR PADPOINT SUBSTATION 2.75 WIDE  
(B) RESTRICTION ON THE USE OF LAND  
(C) RESTRICTION ON THE USE OF LAND  
(D) EASEMENT FOR UNDERGROUND CABLES 1 WIDE  
(E) EASEMENT FOR SUPPORT 0.3 WIDE  
(F) EASEMENT FOR SUPPORT 1.8 WIDE  
(G) EASEMENT TO DRAIN WATER 15 WIDE & VARIABLE  
(H) EASEMENT TO DRAIN WATER 15 WIDE  
(I) EASEMENT FOR MAINTENANCE & ACCESS & OTHER PURPOSES 2.5 WIDE (DP1155024)  
(J) EASEMENT FOR MAINTENANCE & ACCESS & OTHER PURPOSES 2.5 WIDE (DP1162708)

RM DENOTES CUT TO FACE OF 0.2 WIDE BLOCK  
RETAINING WALL STRADDLING BOUNDARY  
CL DENOTES FACE OF RETAINING WALL CLEAR OF BOUNDARY  
NM DENOTES NAIL IN WALL

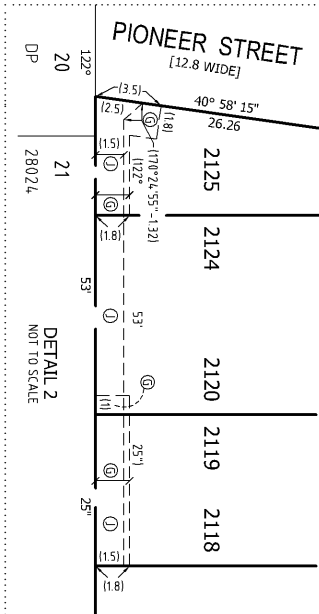
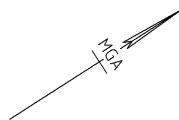
SCHEDULE OF REFERENCE MARKS PLACED			
N°	BEARING	DISTANCE	TYPE
RM1	301°11'5"	3.365	DH&W
RM7	309°05'	11.515	DH&W
RM8	302°53'25"	3.57 & 11.095	DH&W's
RM9	77°01'05"	3.7	DH&W
RM10	37°53'25"	15.525	SSMT64.20
RM20	37°53'25"	3.55 & 11.065	DH&W's
RM21	33°12'10"	3.375 & 11.651	DH&W's
RM22	116°03'30"	3.725	DH&W
RM23	126°16'	11.65	DH&W
RM24	198°49'20"	5.84	DH&W
RM25	130°58'15"	16.995	SSMT64.21
RM26	158°32'35"	3.54 & 11.555	DH&W's
RM27	237°31'35"	3.895 & 12.345	DH&W's
RM28	197°34'	7.21	DH&W
RM29	158°32'35"	12.405	DH&W
RM30	237°31'35"	3.555 & 11.775	DH&W's
RM31	213°39'55"	3.6 & 11.16	DH&W's

(RR) RESTRICTIONS ON THE USE OF LAND - (DP1119742)  
(CV) COVENANT - (AD021717)

2176

GALILEO STREET

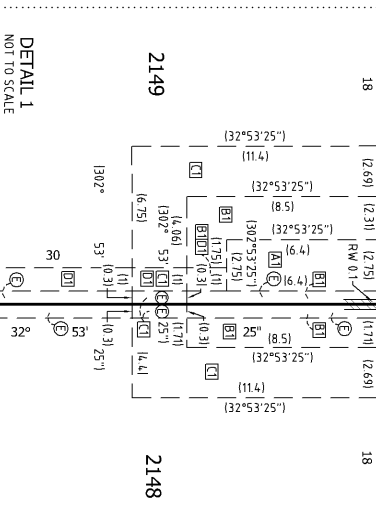
AREA DESIGNATED XI



DISCOVERY

[14.8 WIDE]

CIRCUIT



DISCOVERY

[14.8 WIDE]

CIRCUIT

PLAN OF SUBDIVISION OF LOT 1184 IN DP1153632 AND LOT 998 IN DP1153636

LGA: CAMDEN

Registered

DP1166232

Surveyor: STEPHEN JAMES ABBOTT  
Date of Survey: 161 MAY 2012  
Surveyor's Ref: 59406/CHECKLIST  
2012M 7100 (601) PARTIAL SURVEY  
2012M 7100 (617) ADDITIONAL SHEETS

Locality: GREGORY HILLS  
Subdivision No: 33 of 2012  
Lengths are in metres. Reduction Ratio 1:800

1007 2012

DP1166232

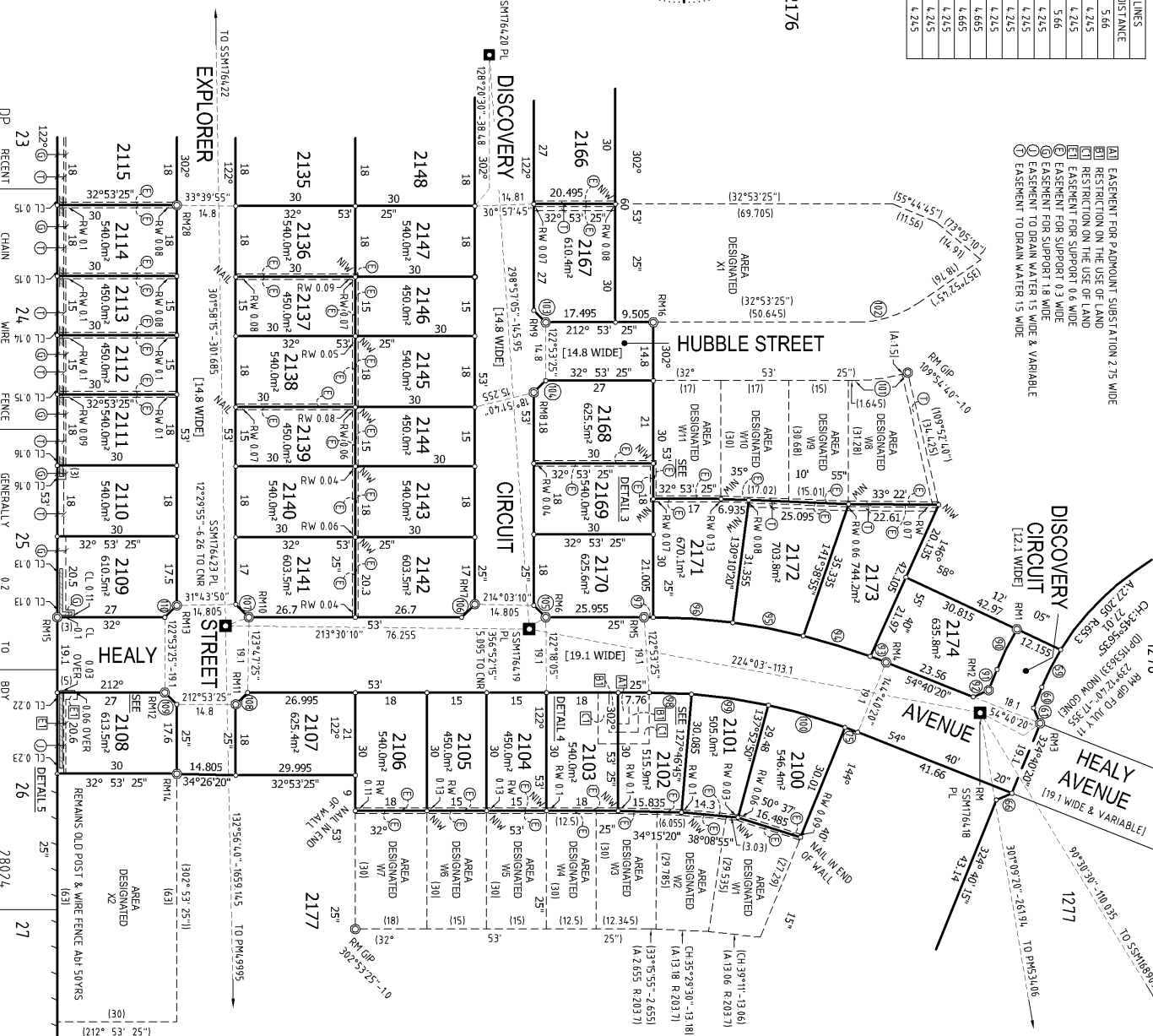
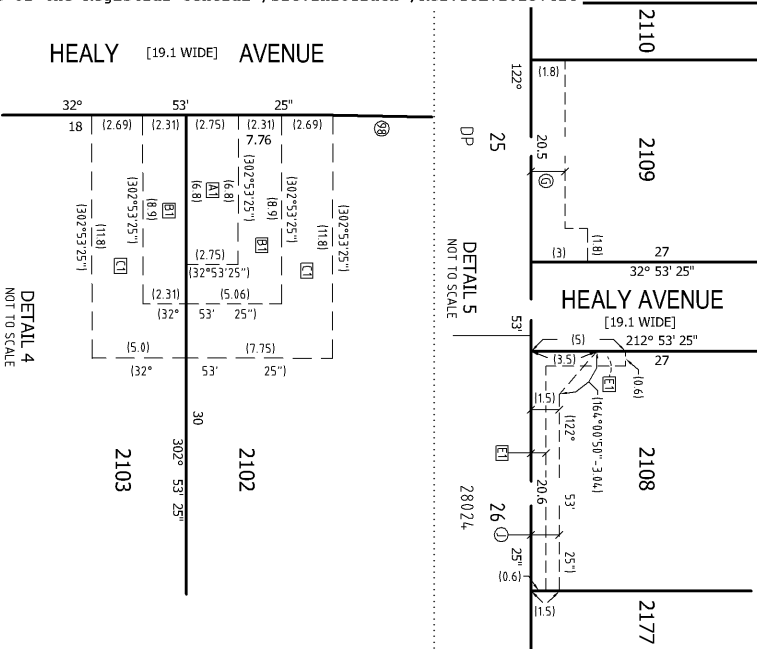
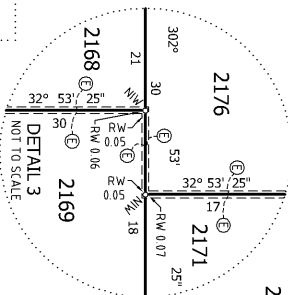


SCHEDULE OF REFERENCE MARKS PLACED			
N°	BEARING	DISTANCE	TYPE
RM1	238°12'05"	3.645 & 11.271	DH&W's
RM2	224°40'10"	3.535 & 11.116	DH&W's
RM3	339°32'55"	3.21	DH&W's
RM4	329°40'20"	4.91 & 15.42	SMIT64.18
RM5	302°53'25"	4.85 & 15.44	DH&W's
RM6	302°53'25"	4.735 & 15.46	DH&W's
RM7	214°03'10"	3.495 & 11.195	DH&W's
RM8	18°51'40"	3.61 & 11.505	DH&W's
RM9	302°53'25"	3.46 & 11.245	DH&W's
RM10	329°47'25"	4.815 & 15.485	DH&W's
RM11	329°47'25"	4.18 & 10.465	DH&W's
RM12	127°53'25"	3.575 & 11.38	DH&W's
RM13	211°43'50"	4.245 & 10.485	DH&W's
RM14	164°06'10"	5.515	DH&W's
RM15	193°24'	11.66	DH&W
RM16	218°32'40"	16.99	DH&W
RM17	302°53'25"	3.55 & 11.12	DH&W's
RM18	213°39'55"	3.6 & 11.6	DH&W's

SCHEDULE OF SHORT CURVED LINES			
N°	BEARING	DISTANCE	ARC
59	329°20'20"	10.64	65.3
75	223°50'20"	3.435	14.1
93	328°53'05"	1.1375	11.385
94	53°35'	4.225	16.02
95	50°00'40"	7.6	16.02
96	43°38'30"	18	18.01
97	33°04'40"	20	20.015
98	215°03'10"	10.645	10.645
99	221°10'40"	19.505	19.52
100	229°12'30"	20.02	14.11
101	123°58'11"	113.375	4.31
102	195°23'05"1"	117.025	17.295

SCHEDULE OF SHORT LINES			
N°	BEARING	DISTANCE	
60	144°40'15"	5.66	
61	279°40'20"	4.245	
66	9°40'20"	4.245	
91	324°40'15"	5.66	
92	9°40'20"	4.245	
103	167°53'25"	4.245	
104	167°53'25"	4.245	
106	167°53'25"	4.665	
107	257°53'25"	4.665	
108	257°53'25"	4.245	
109	257°53'25"	4.245	
110	167°53'25"	4.245	

- Ⓐ EASEMENT FOR PADMOUNT STATION 2.75 WIDE  
Ⓑ RESTRICTION ON THE USE OF LAND  
Ⓒ RESTRICTION ON THE USE OF LAND  
Ⓓ EASEMENT FOR SUPPORT 0.6 WIDE  
Ⓔ EASEMENT FOR SUPPORT 0.3 WIDE  
Ⓕ EASEMENT FOR SUPPORT 1.8 WIDE  
Ⓖ EASEMENT TO DRAIN WATER 15 WIDE & VARIABLE  
Ⓗ EASEMENT TO DRAIN WATER 15 WIDE



PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:

1. HEALY AVENUE [19.1 WIDE]
2. DISCOVERY CIRCUIT [12.1, 14.8 WIDE & VARIABLE]
3. EXPLORER STREET [14.8 WIDE]
4. PIONEER STREET [12.1, 12.8 WIDE & VARIABLE]
5. HUBBLE STREET [14.8 WIDE]
6. GALILEO STREET [14.8 WIDE]

IT IS INTENDED TO DEDICATE LOT 2175 TO THE PUBLIC AS PUBLIC RESERVE.



DP1166232 S

Office Use Only

Registered: 10.07.2012  
Title System: TORRENS  
Purpose: SUBDIVISION

Office Use Only

PLAN OF SUBDIVISION OF  
LOT 1184 IN DP1153632  
& LOT 998 IN DP1153636

LGA: CAMDEN

Locality: GREGORY HILLS

Parish: NARELLAN

County: CUMBERLAND

Survey Certificate

I, STEPHEN JAMES ABBOTT  
of LEAN LACKENBY AND HAYWARD L'POOL P/L  
209 NORTHUMBERLAND STREET LIVERPOOL 2170  
a surveyor registered under the Surveying and Spatial Information Act,  
2002, certify that the survey represented in this plan is accurate, has  
been made in accordance with the Surveying and Spatial Information  
Regulation, 2006 and was completed on: 1<sup>st</sup> MAY 2012

The survey relates to LOTS 2100 - 2179 INCLUSIVE

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

Signature: *[Signature]* Dated: 1/5/12  
Surveyor registered under the Surveying and Spatial  
Information Act, 2002

Datum Line: 'X'-'Y'

Type: Urban/Rural

Plans used in the preparation of survey/compilation  
DP28024 DP260703 DP444543 DP451790 DP589609  
DP616147 DP619850 DP633808 DP809159  
DP1041381 DP1134649 DP1141963 DP1153631  
DP1153632 DP1153633 DP1153634 DP1153635  
DP1153636 DP1153638 DP1153706 DP1155024  
DP1162708 DP1173010

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 59406/CHECKLIST  
2012M 7100 (601) PARTIAL SURVEY/2012M 710 (617) ADDITIONAL SHEETS

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify

(Authorised Officer)

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

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

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

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council

Date of Endorsement: 24th May 2012

Accreditation no: 33 of 2012

Subdivision Certificate no: DA 1546/2010

File no: .....

\* Strike through inapplicable parts.

PLAN FORM 6A

**WARNING: Creasing or folding will lead to rejection**

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 3 sheet(s)

**PLAN OF SUBDIVISION OF  
LOT 1184 IN DP1153632  
& LOT 998 IN DP1153636**

Office Use Only

**DP1166232**

Office Use Only

**Registered:**  10.07.2012

Subdivision Certificate No.:

*33 / 2012*

Date of Endorsement:

*24th May 2012*

**PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:**

1. EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (J).
2. EASEMENT TO DRAIN WATER 1.5 WIDE (T).
3. EASEMENT FOR SUPPORT 0.3 WIDE (E).
4. EASEMENT FOR SUPPORT 0.6 WIDE (E1)
5. EASEMENT FOR SUPPORT 1.8 WIDE (G)
6. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (A1).
7. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (D1).
8. RESTRICTION ON THE USE OF LAND (B1).
9. RESTRICTION ON THE USE OF LAND (C1).
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. POSITIVE COVENANT UNDER SECTION 88E OF THE CONVEYANCING ACT 1919.

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF  
LOT 1184 IN DP1153632  
& LOT 998 IN DP1153636

Office Use Only

DP1166232

Office Use Only

Registered:  10.07.2012

Subdivision Certificate No.: 33 / 2012

Date of Endorsement: 24<sup>th</sup> May 2012

I certify that the person  
signing opposite, with whom  
I am personally acquainted  
or as to whose identity  
I am otherwise satisfied,  
signed the instrument in  
my presence.

EXECUTED by the persons named below  
who signed the instrument on behalf of  
TRUSTEES OF THE MARIST BROTHERS  
PURSUANT to power of attorney  
dated 8<sup>th</sup> March 2011  
Registered with the LAND and  
PROPERTY INFORMATION (NSW)  
BOOK 4607 NO 944

  
witness signature

DOMINICA DIXON  
witness name  
14 DRUMMOYNE AVE  
DRUMMOYNE NSW  
Address of witness

  
witness signature

DOMINICA DIXON  
Name of witness

14 DRUMMOYNE AVE  
Address of witness  
DRUMMOYNE NSW

Signed at Hurstville, the 28<sup>th</sup> day of  
May 2012 for Commonwealth  
Bank of Australia A.C.N. 123 123 124 by  
its duly appointed Attorney under Power  
of Attorney Book 4548 No. 494, 14-7-2008


Witness:



Mary Tchamkertenian  
Account Manager

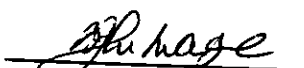
Surveyor's Reference: 59406

Corporate Financial Services  
Sydney South

  
ATTORNEY (SIGNATURE)

BORWARD KOVNA  
NAME OF ATTORNEY (PRINT)

14 DRUMMOYNE AVE DRUMMOYNE NSW  
ADDRESS OF ATTORNEY

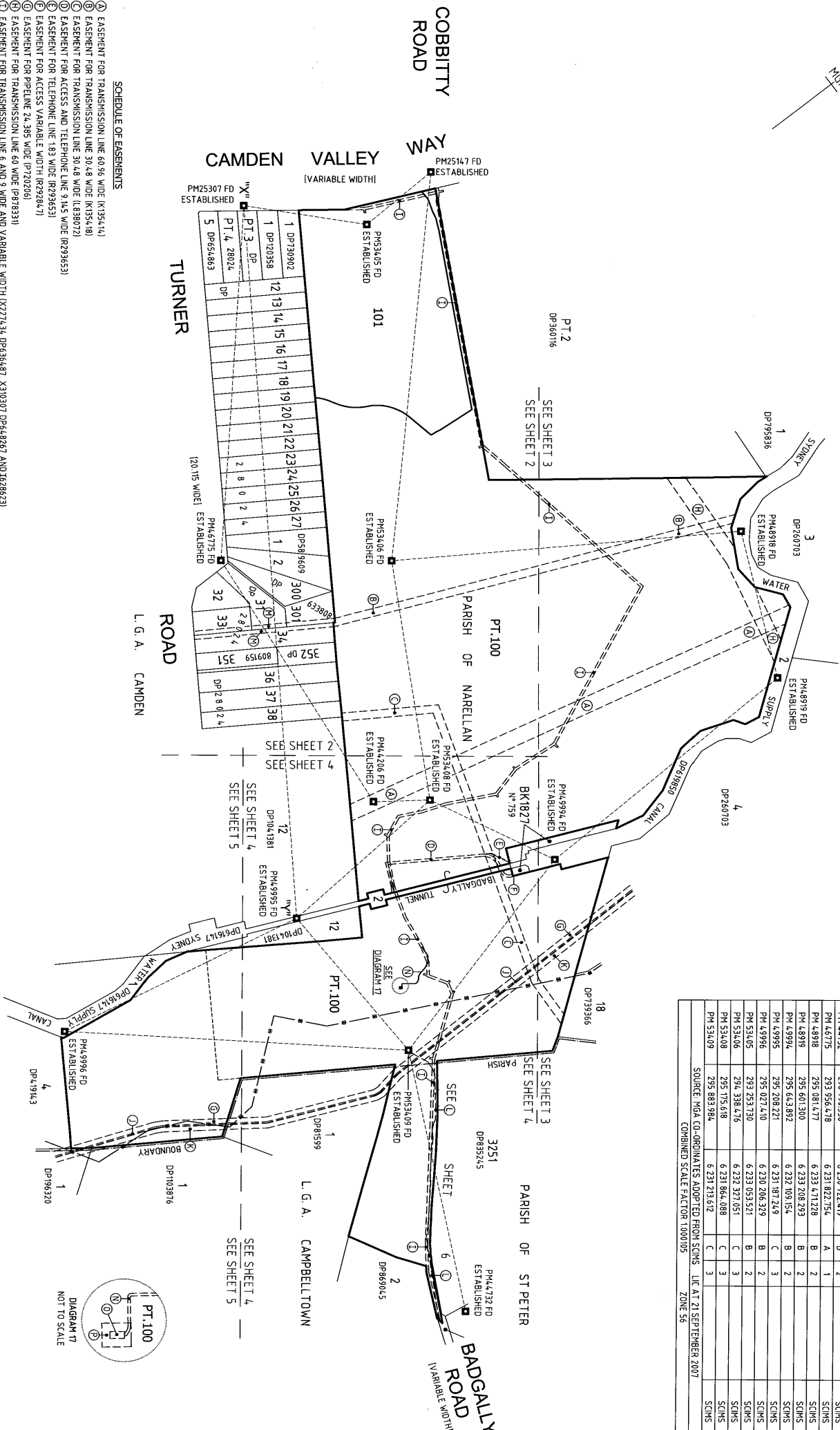
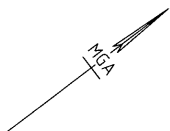
  
ATTORNEY (SIGNATURE)

BR JOHN MAGUIRE  
NAME OF ATTORNEY (PRINT)

14 DRUMMOYNE AVE DRUMMOYNE NSW  
ADDRESS OF ATTORNEY



Ruth Chan  
Relationship Manager



SCHEDULE OF EASEMENTS

- ① EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (K35414)
- ② EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (K35416)
- ③ EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (L88072)
- ④ EASEMENT FOR ACCESS AND TELEPHONE LINE 9.145 WIDE (R293653)
- ⑤ EASEMENT FOR ACCESS VARIABLE WIDTH (R293653)
- ⑥ EASEMENT FOR PIPELINE 24.385 WIDE (P720206)
- ⑦ EASEMENT FOR TRANSMISSION LINE 60 WIDE (P720206)
- ⑧ EASEMENT FOR PIPELINE 6 WIDE (P735527)
- ⑨ EASEMENT FOR GAS PIPELINE OVER EXISTING LINE OF PIPES (DP64,9367)
- ⑩ EASEMENT FOR TRANSMISSION LINES 30.48 WIDE (DP44,543, 147609)
- ⑪ EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP1087582)
- ⑫ EASEMENT FOR PAVEMENT SUBSTATION 2.75 WIDE (DP1087582)
- ⑬ RESTRICTION ON THE USE OF LAND (DP1087582)

Surveyor: STEPHEN JAMES ABBOTT  
Date of Survey: 12th OCTOBER 2007  
Surveyor's Ref: 59400/CHECKLIST  
REPORT/2007/11001(354)  
ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 1 IN DP869045  
AND LOT 212 IN DP801679

LGA: CAMDEN/CAMPBELLTOWN  
Locality: CATHERINE FIELD/BLAIRMOUNT  
Subdivision No:  
Lengths are in metres. Reduction Ratio 1:10000

Registered  
15.1.2008

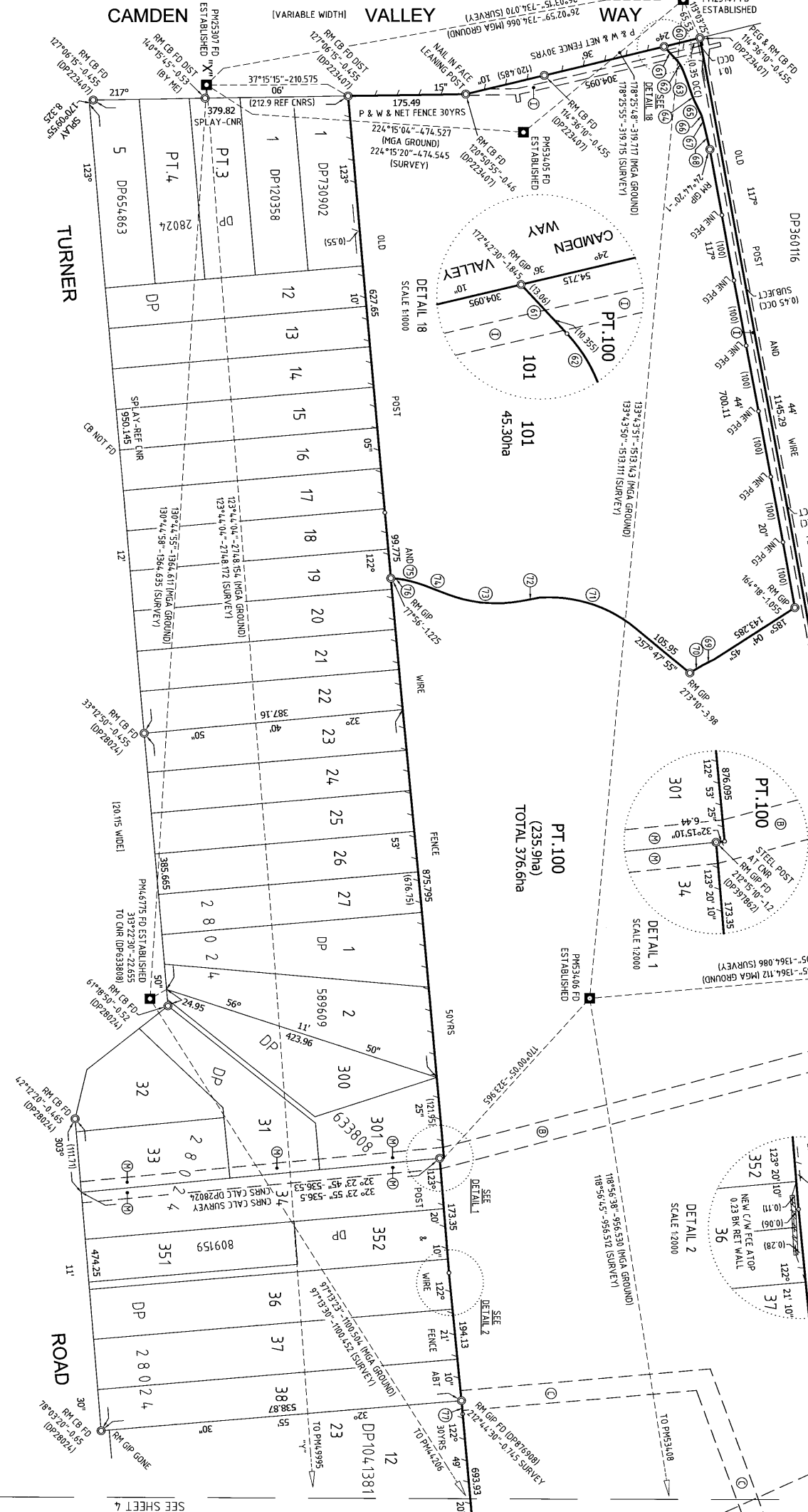
DP1119742

MARK	SURVEY REGULATION 2006 CLAUSE 35(1)(B) AND 6(12)				ORIGIN
	EASTING	NORTHING	CLASS	METHOD	
PM 25147	293 244.569	6 233 973.151	B	2	SCMS
PM 25307	292 922.566	6 232 713.588	A	1	SCMS
PM 44206	295 048.363	6 231 684.371	B	2	SCMS
PM 44732	296 790.558	6 230 722.419	B	2	SCMS
PM 46775	293 956.478	6 231 822.754	A	1	SCMS
PM 46918	295 081.477	6 233 471.228	B	2	SCMS
PM 46919	295 601.300	6 233 208.293	B	2	SCMS
PM 49994	295 643.892	6 232 105.154	C	2	SCMS
PM 49995	295 208.221	6 231 187.249	C	3	SCMS
PM 49996	295 027.410	6 230 206.329	B	2	SCMS
PM 53405	293 253.730	6 233 053.521	B	2	SCMS
PM 53406	294 338.476	6 232 327.051	C	3	SCMS
PM 53408	295 175.618	6 231 864.088	C	3	SCMS
PM 53409	295 883.984	6 231 213.672	C	3	SCMS

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCMS LIC AT 21 SEPTEMBER 2007  
COMBINED SCALE FACTOR 1.000105 ZONE 56

SCHEDULE OF SHORT & CURVED LINES				SCHEDULE OF SHORT & CURVED LINES			
N°	BEARING	DISTANCE	ARC	N°	BEARING	DISTANCE	ARC
60	24° 36' 10"	54.715		69	191° 39' 20"	18.855	
61	85° 21' 00"	25.075		70	186° 19' 45"	22.435	
62	96° 01' 45"	21.35		71	235° 59' 00"	146.655	152.31
63	108° 24' 05"	21.47		72	207° 47' 30"	30.355	
64	106° 11' 20"	7.82		73	223° 23' 55"	108.66	200
65	102° 17' 00"	25.105		74	239° 06' 25"	39.18	
66	107° 45' 05"	2.4		75	230° 02' 50"	4.724	150
67	113° 53' 45"	15.18		76	220° 59' 15"	2.745	
68	114° 51' 10"	35.595		77	122° 22' 20"	20.31	

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS



0 10 20 30 40 50 60 70 80 90 100 110 120 130 140

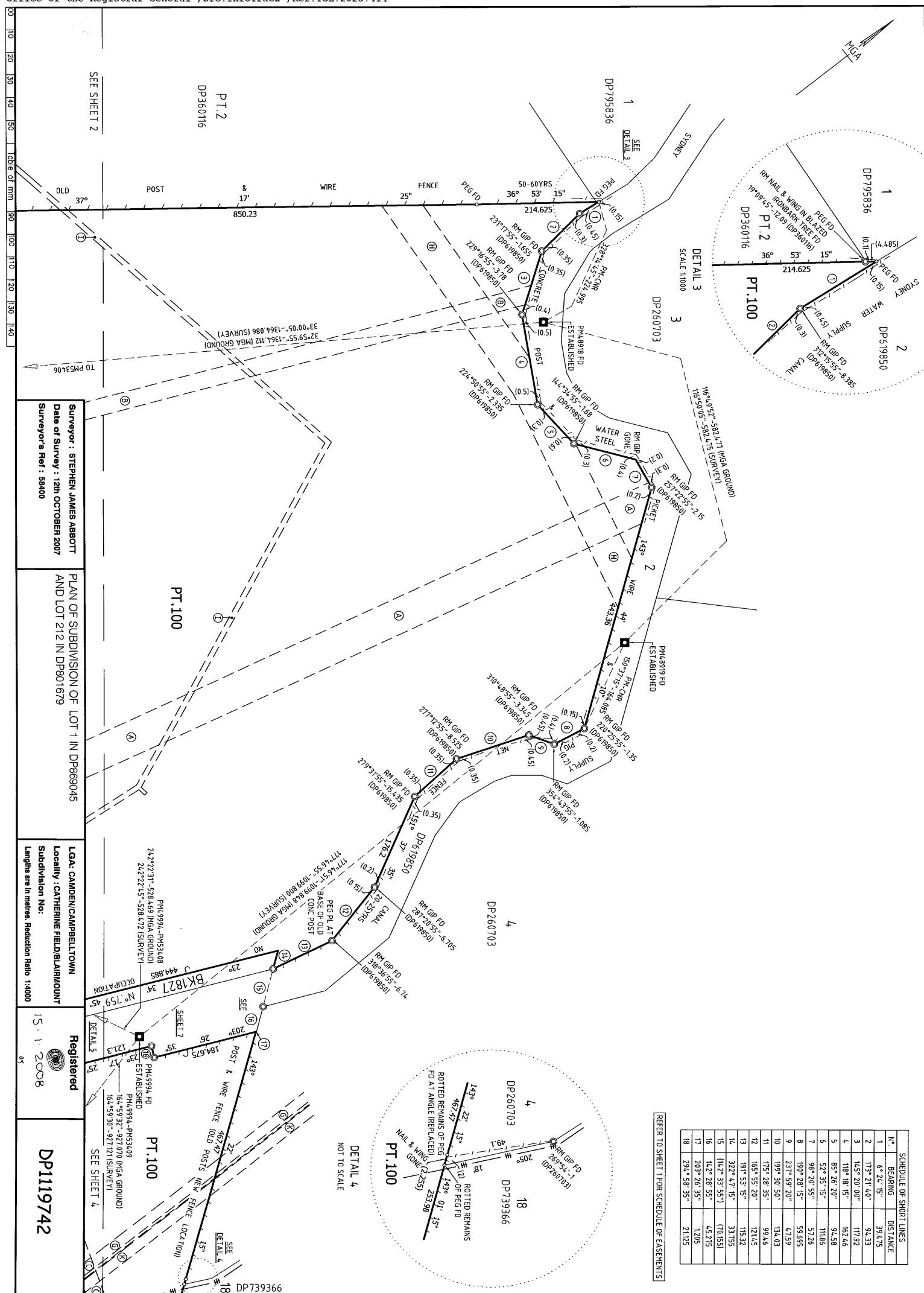
Surveyor: STEPHEN JAMES ABBOTT  
Date of Survey: 12th OCTOBER 2007  
Surveyor's Ref: 56400

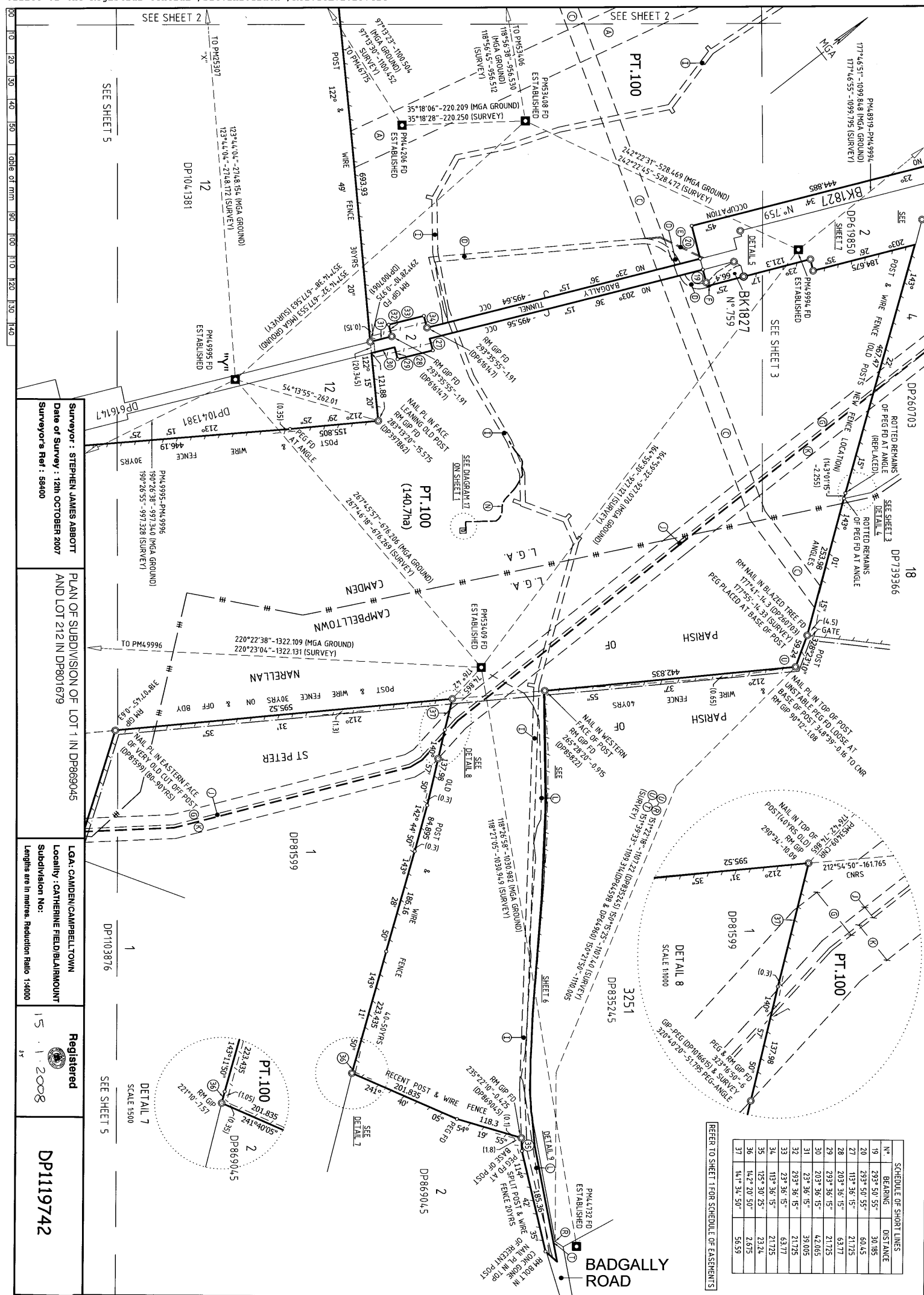
PLAN OF SUBDIVISION OF LOT 1 IN DP869045  
AND LOT 212 IN DP801679

LGA: CAMDEN/CAMPBELLTOWN  
Locality: CATHERINE FIELD/BLAIRMOUNT  
Subdivision No:  
Lengths are in metres. Reduction Ratio 1:4000

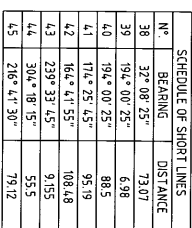
Registered  
15.1.2008

DP1119742









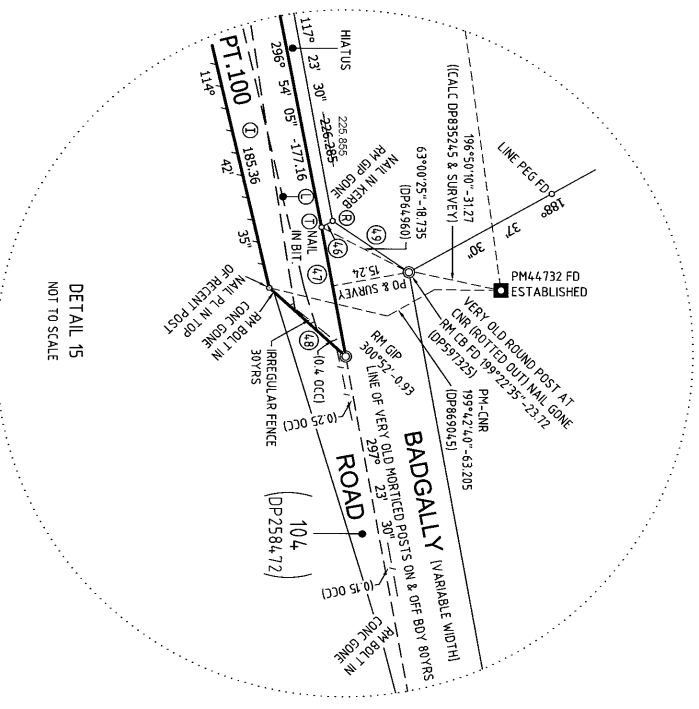
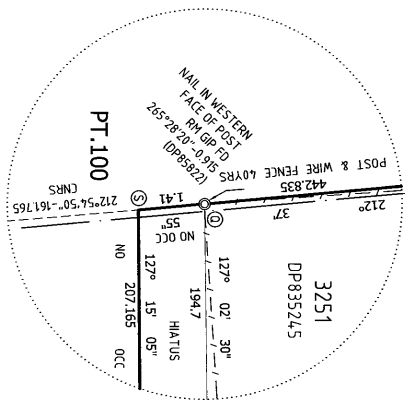
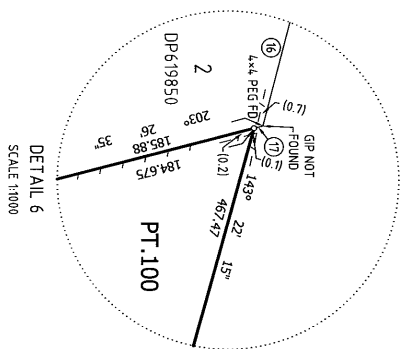
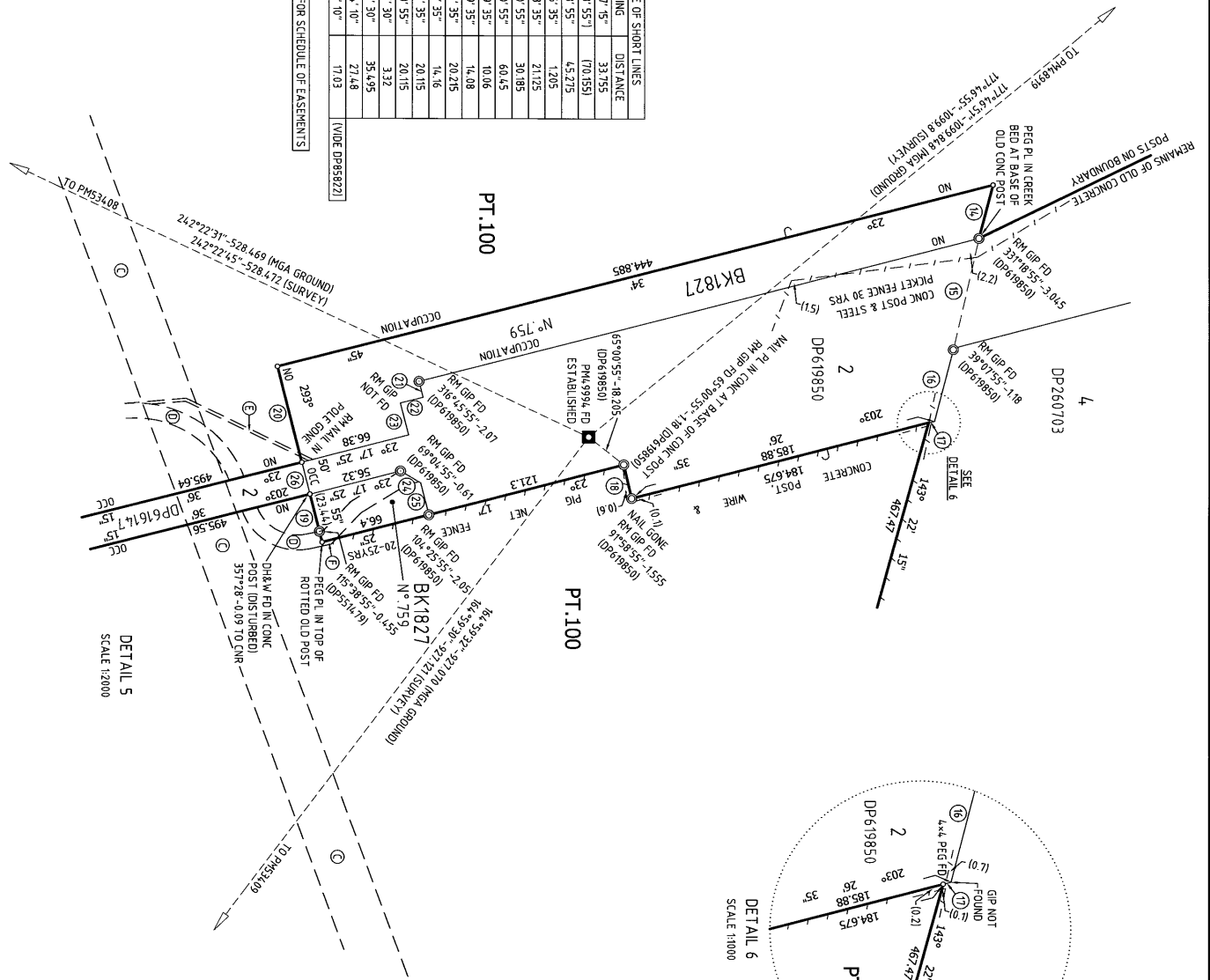
**REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS**

DP1119742



SCHEDULE OF SHORT LINES		
N°.	BEARING	DISTANCE
14.	322° 47' 15"	33.755
15.	144° 33' 55"	(70.155)
16.	142° 28' 55"	45.275
17.	203° 26' 35"	1.205
18.	294° 58' 35"	21.125
19.	293° 50' 55"	30.185
20.	293° 50' 55"	60.45
21.	293° 49' 35"	10.06
22.	203° 49' 35"	14.08
23.	113° 49' 35"	20.215
24.	68° 33' 35"	14.16
25.	113° 49' 35"	20.115
26.	293° 50' 55"	20.115
46.	188° 37' 30"	3.32
47.	117° 23' 30"	35.495
48.	260° 04' 10"	27.48
49.	72° 09' 10"	17.03

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS.



Surveyor: STEPHEN JAMES ABBOTT

Date of Survey: 12th OCTOBER 2007

Surveyor's Ref: 58400

PLAN OF SUBDIVISION OF LOT 1 IN DP869045

AND LOT 212 IN DP801679

LGA: CAMDEN/CAMPBELLTOWN

Locality: CATHERINE FIELD/BLAIRMOUNT

Subdivision No: 15.1.2008

Registered

DP1119742

DIMENSION IN DETAIL 15 AMENDED VIDE 2008/2167 18-2-2009

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. Restriction on the use of land.

## DP1119742

Registered: 15.1.2008



Title System: Torrens

Purpose: Subdivision

PLAN OF SUBDIVISION OF LOT 1 IN DP 869045 AND LOT 212 IN DP 801679

CAMPBELLTOWN CITY COUNCIL

ACCEPTED

*Brendan Leo*

GENERAL MANAGER/AUTHORISED PERSON

LGA: Camden/Campbelltown

Locality: Catherine Field/Blairmount

Parish: Narellan/St Peter

County: Cumberland

Surveying Regulation, 2006

I, STEPHEN JAMES ABBOTT  
of Lean Lackenby & Hayward L'pool Pty Limited  
a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 12<sup>th</sup> October 2007

The survey relates to Lots 100 and 101  
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Stephen Abbott* Dated: 12/10/07  
Surveyor registered under the Surveying Act, 2002

Datum Line: X - Y  
Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP28024, DP30517, DP34084, DP34087, DP34088,  
DP62607, DP63391, DP64596, DP64960, DP81599,  
DP85822, DP123066, DP175140, DP223407,  
DP258472, DP260703, DP263187, DP269184,  
DP360116, DP397862, DP416709, DP419143,  
DP444543, DP499001, DP499057, DP545362,

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

SURVEYOR'S REFERENCE:  
58400/CHECKLIST/REPORT2007M7100(1354)Additional Sheets

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

Crown Lands NSW/Western Lands Office Approval

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

Signature:.....  
Date:.....  
File Number:.....  
Office:.....

Subdivision Certificate

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

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

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council  
Date of Endorsement: 12 Nov 2007  
Accreditation no: .....  
Subdivision Certificate no: 5112007  
File no: 1300-1490

\* Delete whichever is inapplicable.

\* OFFICE USE ONLY

PLAN FORM 0A (Annexure Sheet)

**WARNING: Creasing or folding will lead to rejection**

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 IN DP 869045 AND  
LOT 212 IN DP 801679

DP1119742

Registered: 15.1.2008



5

Subdivision Certificate No: 51/2007

Date of Endorsement:

12 Nov 2007

## Plans used in the preparation of survey (continued):

DP551479, DP589609, DP591981, DP597325, DP615921, DP616147, DP619850, DP633808, DP636487,  
DP648267, DP649367, DP717215, DP739366, DP793150, DP801679, DP806651, DP809159, DP810338,  
DP835245, DP869045, DP876908, DP910744, DP1004795, DP1007061, DP1010343, DP1011295, DP1016615,  
DP1018098, DP1018710, DP1019100, DP 1019708, DP1041290, DP1041381, DP1042471, DP1087582,  
DP1103876, C8057<sub>3000</sub>



THE COMMON SEAL of the body corporate called **TRUSTEES OF THE MARIST BROTHERS** ABN 91 064 875 510 was affixed in the presence of the Provincial and two other Members of the Body Corporate all of whom have signed below

Authority: Roman Catholic Church Communities' Lands Act 1942 (sec.7)

Signature of authorised person:

Name of authorised person: *JEFFREY CROWE*

Office Held: Provincial

Signature of authorised person:

Name of authorised person: *PETER CORR*

Office Held: Member

Signature of authorised person:

Name of authorised person: *GRAHAM NEIST*

Office Held: Member

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

(Sheet 1 of 1 sheet)

Plan: 51/2007

**DP1119742**

Plan of subdivision of Lot 1 in  
DP 869045 and Lot 212 in DP  
801679 covered by Subdivision  
Certificate No. 51/2007.

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

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
Drummoyne 2047

**Part 1 (Creation)**

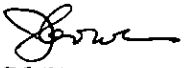
Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land.	100	Camden Council

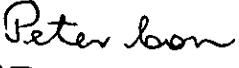
**Part 2 (Terms)**


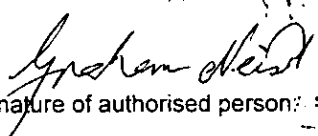
**Terms of restriction on the use of land numbered 1 in the plan:**

There shall be no direct vehicular access to or from the land hereby burdened on to Camden Valley Way.

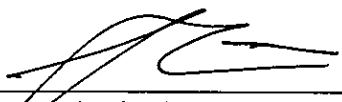
THE COMMON SEAL of the body corporate called **TRUSTEES OF THE MARIST BROTHERS** ABN 91 064 875 510 was affixed in the presence of the Provincial and two other Members of the Body Corporate all of whom have signed below  
Authority: Roman Catholic Church Communities' Lands Act 1942 (sec.7)

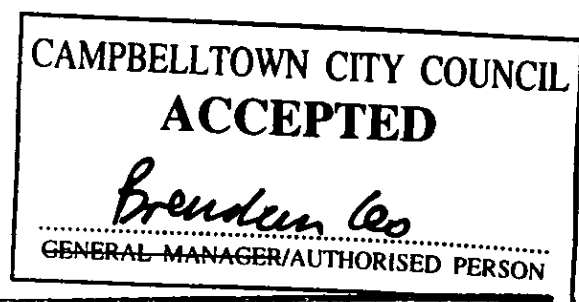
Signature of authorised person:   
Name of authorised person: **JEFFREY CROWE**  
Office Held: Provincial

Signature of authorised person:   
Name of authorised person: **PETER CORR**  
Office Held: Member

  
Signature of authorised person:   
Name of authorised person: **GRAHAM NEIST**  
Office Held: Member

Approved by the Council of Camden

  
\_\_\_\_\_  
Authorised person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
 USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
 CONVEYANCING ACT 1919.**

(Sheet 1 of 15 sheets)



**DP1166232 B**

Plan of Subdivision of Lot 1184 in  
 DP 1153632 and Lot 998 in DP  
 1153636 covered by Council's  
 Subdivision Certificate No. 33/2012

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

Trustees of the Marist Brothers  
 14 Drummoyne Avenue  
 DRUMMOYNE NSW 2047

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide and variable (J)	2108 2118 2119 2120 2121 2122 2123 2124  2125	Area designated X2 in Lot 2177 2117 2117, 2118 2117, 2118, 2119 2117, 2118, 2119, 2120 2117, 2118, 2119, 2120, 2121 2117, 2118, 2119, 2120, 2121, 2122 2117, 2118, 2119, 2120, 2121, 2122 2123 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124
2	Easement to drain water 1.5 wide (T)	2110 2111 2112 2113 2114 2115 2116  2167 2172 2173 2176	2109 2109, 2110, 2109, 2110, 2111, 2109, 2110, 2111, 2112, 2109, 2110, 2111, 2112, 2113, 2109, 2110, 2111, 2112, 2113, 2114 2109, 2110, 2111, 2112, 2113, 2114 2115 Area designated X1 in Lot 2176 2171 2171, 2172 2171, 2172, 2173

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
 USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
 CONVEYANCING ACT 1919.**

(Sheet 2 of 15 sheets)

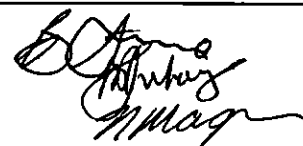
DP1166232

Plan of Subdivision of Lot 1184 in  
 DP 1153632 and Lot 998 in DP  
 1153636 covered by Council's  
 Subdivision Certificate No. 33/2012

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

Trustees of the Marist Brothers  
 14 Drummoyne Avenue  
 DRUMMOYNE NSW 2047

3	Easement for support 0.3 wide (E)	2100	Area designated W1 in Lot 2177
		2101	Area designated W1 and W2 in Lot 2177
		2102	Area designated W2 and W3 in Lot 2177
		2103	Area designated W3 and W4 in Lot 2177
		2104	Area designated W5 in Lot 2177
		2105	Area designated W6 in Lot 2177
		2106	Area designated W7 in Lot 2177
		2111	2112
		2112	2111, 2113
		2113	2112, 2114
		2114	2113, 2115
		2115	2114, 2116
		2116	2115, 2117
		2117	2116, 2118
		2118	2117
		2127	2156, 2158
		2128	2156, 2155
		2129	2155, 2154
		2132	2133
		2133	2132
		2134	2135
		2135	2134
		2136	2137
		2137	2136, 2146, 2147
		2138	2139, 2145
		2139	2138, 2144
		2140	2143
		2141	2142
		2142	2141
		2143	2140
		2144	2139
		2145	2138
		2146	2137, 2147
		2147	2136, 2137, 2146
		2148	2149
		2149	2148





**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
 USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
 CONVEYANCING ACT 1919.**

**DP1166232**

(Sheet 3 of 15 sheets)

Plan of Subdivision of Lot 1184 in  
 DP 1153632 and Lot 998 in DP  
 1153636 covered by Council's  
 Subdivision Certificate No. 33/2012

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

Trustees of the Marist Brothers  
 14 Drummoyne Avenue  
 DRUMMOYNE NSW 2047

3	Easement for support 0.3 wide (E) (continued)	2150 2151 2154 2155 2156 2157 2158 2166 2167 2168 2169  2171  2172 2173 2176 2177	2151 2150 2129 2129, 2128 2128, 2127, 2158, 2157 2156 2156, 2127 2167 2166 2169, Area designated W11 in Lot 2176 2168,2171 Area designated W11 in Lot 2176 2169, Area designated W10 & W11 in Lot 2176 Area designated W10 & W9 in Lot 2176 Area designated W8 in Lot 2176 2168, 2169, 2171, 2172, 2173 2100 to 2106 Incl.
4	Easement for support 0.6 wide (E1)	2108	Camden Council
5	Easement for support 1.8 wide (G)	2109-2120 Incl., 2125	Camden Council
6	Easement for padmount substation 2.75 wide (A1)	2102, 2149	Endeavour Energy
7	Easement for underground cables 1.0 wide (D1)	2149, 2134	Endeavour Energy
8	Restriction on the use of land (B1)	2102, 2103, 2148, 2149	Endeavour Energy
9	Restriction on the use of land (C1)	2102, 2103, 2148, 2149	Endeavour Energy
10	Restriction on the use of land	2100 to 2174 Incl.	Camden Council
11	Restriction on the use of land.	2107, 2108, 2109, 2141, 2142, 2170, 2174	Camden Council
12	Restriction on the use of land	2107, 2108, 2109, 2141, 2142, 2170, 2174	Camden Council
13	Restriction on the use of land.	2107, 2108, 2109, 2141, 2142, 2170, 2174	Camden Council
14	Restriction on the use of land	2100 to 2174 incl	Camden Council
15	Restriction on the use of land	Each lot except for Lots 2175-2179 Incl.	Every other lot except for Lots 2175-2179 Incl.
16	Positive Covenant under Section 88E of the Conveyancing Act 1919	2108,2109-2120 Incl., 2125	Camden Council

*[Handwritten signatures]*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 4 of 15 sheets)

**DP1166232**

Plan of Subdivision of Lot 1184 in  
DP 1153632 and Lot 998 in DP  
1153636 covered by Council's  
Subdivision Certificate No. **33/2012**

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

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**PART 2 (Terms)**

**1. Terms of the easement, numbered 1 in the plan:**

Easement to Drain Water 1.5 wide and variable.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 1 in the plan – Camden Council.

**2. Terms of the easement, number 2 in the plan:**

Easement to Drain Water 1.5 wide

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 2 in the plan – Camden Council.

**3. Terms of the easement for support 0.3 wide numbered 3 in the plan:**

3.1 The owner of the Lot Benefited may:

3.1.1 construct, repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Benefited, or any part of it, (**Retaining Wall**):

3.1.2 use the Retaining Wall for the support of the Lot Benefited

3.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:

3.2.1 anything that does, or may, affect the stability of the Retaining Wall; or

3.2.2 interfere with the Retaining Wall in any way.

3.3 If the Owner of the Lot Burdened breaches clause 3.2, the Owner of the Lot Benefited may serve a notice on the Owner of the Lot Burdened requiring:

3.3.1 the relevant actions to stop; and

3.3.1 the relevant breach to be rectified.

3.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 3.3, the Owner of the Lot Benefited may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Owner of the Lot Benefited in exercising their rights under this clause may be recovered from the Owner of the Lot Burdened.

3.5 If the Owner of the Lot Benefited exercises its powers under clause 3.4, it must:

3.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;

3.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;

3.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

**DP1166232**

(Sheet 5 of 15 sheets)

Plan of Subdivision of Lot 1184 in  
DP 1153632 and Lot 998 in DP  
1153636 covered by Council's  
Subdivision Certificate No. **33/2012**

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

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

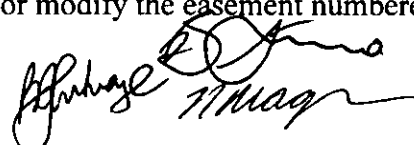
- 3.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition;  
and
- 3.5.5 make good any collateral damage caused to the Lot Burdened, or any structure  
on it.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered  
3 in the plan – Camden Council.

**4. Terms of easement for Support 0.6 wide numbered 4 in the plan:**

- 4.1 The owner of the Lot Benefited may:
  - 4.1.1 construct, repair, maintain and replace a retaining wall within the easement site  
to the extent reasonably necessary to support the surface and the subsurface of  
the Lot Benefited, or any part of it, (**Retaining Wall**):
  - 4.1.2 use the Retaining Wall for the support of the Lot Benefited
- 4.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:
  - 4.2.1 anything that does, or may, affect the stability of the Retaining Wall; or
  - 4.2.2 interfere with the Retaining Wall in any way.
- 4.3 If the Owner of the Lot Burdened breaches clause 4.2, the Owner of the Lot Benefited  
may serve a notice on the Owner of the Lot Burdened requiring:
  - 4.3.1 the relevant actions to stop; and
  - 4.3.1 the relevant breach to be rectified.
- 4.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under  
clause 4.3, the Owner of the Lot Benefited may enter, use and occupy so much of the  
Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified.  
Any reasonable costs incurred by the Owner of the Lot Benefited in exercising their  
rights under this clause maybe recovered from the Owner of the Lot Burdened.
- 4.5 If the Owner of the Lot Benefited exercises its powers under clause 4.4, it must:
  - 4.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and  
workmanlike manner;
  - 4.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;
  - 4.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on  
that lot;
  - 4.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition;  
and
  - 4.5.5 make good any collateral damage caused to the Lot Burdened, or any structure  
on it.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered  
4 in the plan – Camden Council.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 6 of 15 sheets)

DP1166232

Plan of Subdivision of Lot 1184 in  
DP 1153632 and Lot 998 in DP  
1153636 covered by Council's  
Subdivision Certificate No. 33/2012

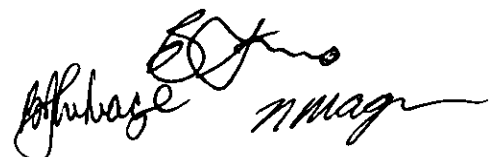
**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**5. Terms of easement for Support 1.8 wide numbered 5 in the plan:**

- 5.1 The owner of the Lot Burdened may:
- 5.1.1 repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Burdened, or any part of it, **(Retaining Wall)**;
  - 5.1.2 use the Retaining Wall for the support of the Lot Burdened.
  - 5.1.3 erect a building on the lot burdened only if approved by Camden Council (The Council) and designed in accordance with the details shown on drawing 210113.CC.010 (current version) prepared by Cardno and held on Council's file
- 5.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:
- 5.2.1 anything that does, or may, affect the stability of the Retaining Wall; or
  - 5.2.2 interfere with the Retaining Wall in any way.
- 5.3 If the Owner of the Lot Burdened breaches clause 5.2, Camden Council (The Council) may serve a notice on the Owner of the Lot Burdened requiring:
- 5.3.1 the relevant actions to stop; and
  - 5.3.2 the relevant breach to be rectified.
- 5.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 5.3, the Council may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Council in exercising their rights under this clause maybe recovered from the Owner of the Lot Burdened.
- 5.5 If the Council exercises its powers under clause 5.4, it must:
- 5.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;
  - 5.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;
  - 5.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;
  - 5.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and
  - 5.5.5 make good any collateral damage caused to the Lot Burdened, or any structure on it.

**NAME OF AUTHORITY** whose consent is required to release, vary or modify the easement numbered 5 in the plan – Camden Council.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 7 of 15 sheets)

**DP1166232**

Plan of Subdivision of Lot 1184 in  
DP 1153632 and Lot 998 in DP  
1153636 covered by Council's  
Subdivision Certificate No. 33/2012

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

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**6 Terms of Easement for padmount substation 2.75 numbered 6 in the plan:**

As set out in Memorandum No. 9262886 registered at Land & Property Information NSW.  
Subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered  
6 in the plan – Endeavour Energy.

**7 Terms of easement for underground cables 1.0 wide numbered 7 in the plan:**

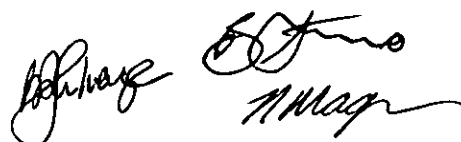
As set out in Memorandum No. 9262885 registered at Land & Property Information NSW.  
Subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered  
7 in the plan – Endeavour Energy.

**8 Terms of restriction on the use of land numbered 8 in the plan**

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction  
numbered 8 in the plan – Endeavour Energy.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 8 of 15 sheets)

**DP1166232**

Plan of Subdivision of Lot 1184 in  
DP 1153632 and Lot 998 in DP  
1153636 covered by Council's  
Subdivision Certificate No. 33/2012

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

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**9 Terms of restriction on the use of land numbered 9 in the plan:**

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 9 in the plan – Endeavour Energy.

**10 Terms of restriction on the use of land numbered 10 in the plan:**

No Dwelling may be erected on any Lot Burdened unless the footings of that Dwelling are designed by a suitably qualified civil and / or structural engineer.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction Numbered 10 in the plan – Camden Council

**11. Terms of restriction on the use of land numbered 11 in the plan:**

No Dwelling may be erected on any Lot Burdened unless the construction of any required acoustic fencing for the relevant Lot Burdened is provided as nominated by the Gregory Hills Stage 2 Traffic Noise Assessment prepared by Acoustic Logic Consultancy Revision 7 dated 17<sup>th</sup> March 2011 Ref: 2010894/1509A/R7/TT and the fences are to consist of a solid material without holes (lapped and capped timber or colourbond) and are at least 1.8 metres high.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 11 in the plan – Camden Council.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 9 of 15 sheets)

**DP1166232**

Plan of Subdivision of Lot 1184 in  
DP 1153632 and Lot 998 in DP  
1153636 covered by Council's  
Subdivision Certificate No. 33/2012

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

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**12. Terms of restriction on the use of land numbered 12 in the plan:**

No Dwelling may be erected on any Lots Burdened unless:

- (a) the dwelling construction requirements and attenuation treatments (including window glazing, acoustic seals, external doors, roof / ceiling construction and doors) for that Dwelling are in accordance with the table 6 – Zone C of the Gregory Hills Stage 2 Traffic Noise Assessment prepared by Acoustic Logic Consultancy Revision 7 dated 17<sup>th</sup> March 2011 Ref: 2010894/1509A/R7/TT and
- (b) the internal noise levels contained within the Turner Road Development Control Plan 2007 are achieved for that Dwelling.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 12 in the plan – Camden Council

**13. Terms of restriction on the use of land numbered 13 in the plan:**

No Dwelling may be erected on any Lot Burdened unless:

- (a) windows facing the Collector Road or windows on the side façade are to be kept closed to meet internal noise goals, and
- (b) mechanical ventilation for that Dwelling may be required in accordance with the minimum standards prescribed by the Building Code of Australia.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 13 in the plan – Camden Council.

**14. Terms of restriction on the use of land numbered 14 in the plan:**

No Dwelling may be erected on any Lot Burdened unless the dwelling, landscaping and associated works for that Dwelling are constructed in accordance with Section 9 of the Salinity Assessment and Management Plan prepared by Douglas Partners project 71913.01 dated September 2010.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 14 in the plan – Camden Council.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 10 of 15 sheets)

**DP1166232**

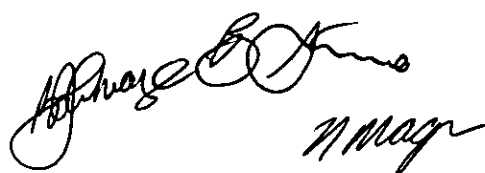
Plan of Subdivision of Lot 1184 in  
DP 1153632 and Lot 998 in DP  
1153636 covered by Council's  
Subdivision Certificate No. 33/2012

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

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**15. Terms of restriction on the use of land numbered 15 in the plan:**

- 15.1 No fence may be erected or permitted to remain on the Lot Burdened that:
  - 15.1.1 exceeds 1.8 metres in height when erected on the side or rear boundary of the relevant Lot Burdened, other than any fence that is required to be of greater height in accordance with:
    - (a) the requirements of any relevant statutory authority; or
    - (b) any other provision of this instrument, or
    - (c) erected on a boundary that is affected by an easement for support 0.3 wide denoted "E", easement for support 0.6 wide denoted "E1" and easement for support 1.8 wide denoted "G" on the plan of subdivision.
  - 15.1.2 exceeds 1 metre in height for the front boundary;
  - 15.1.3 is constructed of materials other than brick, masonry, colour bond, lapped and capped stained timber, lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine") or brushwood; or
  - 15.1.4 is constructed of concrete bricks and/or concrete blocks unless that fence is fixed to retaining walls and posts located on the boundary of the Lot Burdened:
    - (a) cement rendered and painted;
    - (b) coated with cement using the process commonly known as "bagging" and painted; or
    - (c) is coated using the product known as "Granasite" or "Granatex" or any in the manner recommended by the manufacturer of the product used.
- 15.2 The Owner may not seek a contribution, compensation or re-imbursement from Trustees of the Marist Brothers, Dart West Developments Pty Limited or Dart West EP Pty Limited for the cost of any fence on the boundary of the Lot Burdened.
- 15.3 The Owner of any Lot Burdened must not:
  - 15.3.1 subdivide (**Subdivision**) the Property within ten (10) years of the date of the registration of the plan of subdivision that created the Lot Burdened as a separate title unless they:
    - (a) provide all necessary plans and documents that relate to the Subdivision to Dart West Developments Pty Limited; and
    - (b) obtains the consent of Dart West Developments to the Subdivision (which may be refused or granted with conditions at the discretion of Dart West Developments Pty Limited), or





**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 11 of 15 sheets)

**DP1166232**

Plan of Subdivision of Lot 1184 in  
DP 1153632 and Lot 998 in DP  
1153636 covered by Council's  
Subdivision Certificate No. **33/2012**

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

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

- 15.3.2 operate, or cause to be operated, a display home within the development known as 'Gregory Hills' of which the property forms a part, for the purpose of displaying, marketing, advertising or promoting the construction of homes on lots within that development other than within the 'Gregory Hills Display Village' nominated by Dart West Developments Pty Limited from time to time.
- 15.4 The Owner of any Lot Burdened must:
- 15.4.1 not keep on the Lot Burdened or any property or public street adjoining that Lot Burdened a truck or commercial vehicle with a weight greater than three and a half (3.5) tonnes TARE;
- 15.4.2 not do or allow to be done any act where any street, footpath or tree in any street or property adjoining the Lot Burdened are damaged, destroyed or removed;
- 15.4.3 keep the Lot Burdened in a clean and tidy state, free from the accumulation of rubbish including during the time between their completion of the purchase of the Lot Burdened and the construction of the Dwelling;
- 15.4.4 not undertake any installation of radio masts, air conditioning units, satellite dishes, television antennae and garden sheds which are visible from any street adjoining the Lot Burdened;
- 15.4.5 not park any caravan, trailer, mobile home, transportable dwelling or boat in front of the front building line of the Dwelling; and
- 15.4.6 not undertake any animal breeding operation (whether commercial or otherwise on the Lot Burdened).
- 15.5 No building apart from the Dwelling and/or garden shed erected on the Lot Burdened, may be erected or permitted to remain on the Lot Burdened unless that building is of a design which compliments the Dwelling on the Lot Burdened and is constructed of the same or similar materials to those used in the relevant Dwelling.

NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 15 in the plan – Dart West Developments Pty Limited until Trustees of the Marist Brothers cease to own any land originally contained in Certificates of Title Folio Identifiers lot 91 & 92 in DP 1137298.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 12 of 15 sheets)

**DP1166232**

Plan of Subdivision of Lot 1184 in  
DP 1153632 and Lot 998 in DP  
1153636 covered by Council's  
Subdivision Certificate No. 33/2012

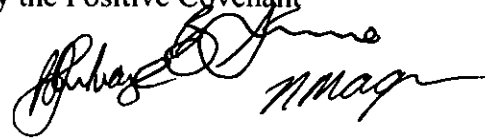
**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**16. Terms of positive covenant numbered 16 in the plan:**

1. The registered proprietor of the lots hereby burdened will in respect of the retaining wall:
  - (a) repair, maintain and replace a retaining wall within the easement for support denoted "G" & "E1" on the plan of subdivision to the extent reasonably necessary to support the surface and the subsurface of the Lot Burdened, or any part of it, (**Retaining Wall**)
  - (b) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant;
  - (c) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
2. Pursuant to section 88F (3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
  - (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 1 (c) above;
  - (ii) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
    - (a) any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the said work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work;
    - (b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
3. In this covenant Council means Camden Council

NAME OF AUTHORITY having the power to release, vary or modify the Positive Covenant numbered 16 in the plan - Camden Council.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 13 of 15 sheets)

**DP1166232**

Plan of Subdivision of Lot 1184 in  
DP 1153632 and Lot 998 in DP  
1153636 covered by Council's  
Subdivision Certificate No. 33 /2012

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

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**Definitions and interpretation**

In this instrument, words beginning with a capital letter that are defined below have the corresponding meaning ascribed to them:

- (i) **Dwelling** means any dwelling erected on the Lot Burdened.
- (ii) **Lot Burdened** means any lot burdened by the relevant covenant or restriction created by this instrument
- (iii) **Owner** means the owner of the relevant Lot Burdened from time to time.  
If the terms of any covenant created by this instrument, or any part of it, is found to be invalid or unenforceable then:
  - (i) the terms of that covenant are to be severed from this instrument; and
  - (ii) Such invalidity or unenforceability will not affect the terms of any of the other covenants created under this instrument, or any parts of it, which are valid and enforceable.

**Execution**

**EXECUTED** by **Camden Council** by its duly authorised officer in the presence of the person whose signature appears below

Witness (Signature)

Annette Pringle.  
Name of Witness (Print Name)

Authorised Officer (Signature)

Nicole Magurren  
Name of Authorised Officer (Print Name)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 14 of 15sheets)

**DP1166232**


Plan of Subdivision of Lot 1184 in  
DP 1153632 and Lot 998 in DP  
1153636 covered by Council's  
Subdivision Certificate No. **33 /2012**

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


Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

I certify that the person signing  
opposite, with whom I am personally  
acquainted or as to whose identity I am  
otherwise satisfied, signed the  
Instrument in my presence.

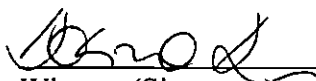
**Executed** by the persons named below  
who signed this instrument on behalf of  
**Trustess of the Marist Brothers** pursuant  
to power of attorney dated 12 May 2008  
Registered with Land and Property  
Information (NSW) Book 4543 No. 900

  
Witness (Signature)

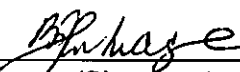
Dominica Dixon  
Name of Witness (Print Name)  
14 DRUMMOYNE AVENUE  
DRUMMOYNE NSW  
Address of Witness

  
Attorney (Signature)


BERNARD KENNA  
Name of Attorney (Print Name)  
14 DRUMMOYNE AVE DRUMMOYNE NSW  
Address of Attorney

  
Witness (Signature)

Dominica Dixon  
Name of Witness (Print Name)  
14 DRUMMOYNE AVENUE  
DRUMMOYNE NSW  
Address of Witness

  
Attorney (Signature)

BR JOHN MAGUIRE  
Name of Attorney (Print Name)  
14 DRUMMOYNE AVE DRUMMOYNE  
Address of Attorney  
NSW 2047

  
NSW

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE  
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919.**

(Sheet 15 of 15 sheets)

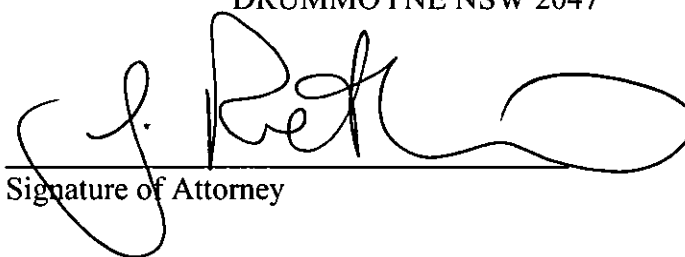
**DP1166232**

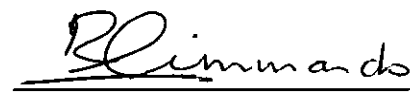
Plan of Subdivision of Lot 1184 in  
DP 1153632 and Lot 998 in DP  
1153636 covered by Council's  
Subdivision Certificate No. 33/2012

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

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

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:

  
Signature of Attorney

  
Signature of Witness

Name: Geoff Riethmuller  
Position: Network Property Manager  
Date of execution: 17-5-2012  
Reference: URS12355

Raymond Simmonds

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

REGISTERED  10.07.2012

Signed at Hurstville, the 28<sup>th</sup> day of  
May 2012 for Commonwealth  
Bank of Australia A.C.N. 123 123 124 by  
its duly appointed Attorney under Power  
of Attorney Book 4548 No. 494, 14-7-2008




Ruth Chan  
Relationship Manager

**Witness:**

  
Mary Tchamkertenian  
Account Manager  
Corporate Financial Services  
Sydney South

P.O.A. dated 9 July 2008



System Document Identification

Form Number:08X-e  
Template Number:x\_nsw11  
ELN Document ID:2951801869

Land Registry Document Identification

CAVEAT  
New South Wales  
Section 74F Real Property Act 1900

AU743331

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

LODGED BY:

Responsible Subscriber: CAMPAIGN AGENT PTY. LTD. ABN 33608962812  
Address: 511 Church ST  
Richmond 3121  
Email: rick.sharp@campaignagent.com.au  
ELNO Subscriber Number: 3588974  
Customer Account Number: 508728N  
Document Collection Box: 1W  
Client Reference: CPN-6696209 VPA

LAND TITLE REFERENCE

2140/1166232

CAVEATOR

CAMPAIGN AGENT PTY. LTD. ACN 608962812  
Registered company  
511 Church ST  
Richmond VIC 3121

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address  
CAMPAIGN AGENT PTY. LTD.  
511 Church ST  
Richmond VIC 3121

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

ANNA COSTANZO  
48 EXPLORER ST  
GREGORY HILLS NSW 2557

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

- 1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
- 2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.
- 4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.
- 7. The recording in the Register of a Writ affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Charge  
By virtue of: Agreement  
Dated: 07/11/2023

Between CAMPAIGN AGENT PTY. LTD.  
And ANNA COSTANZO

Details Supporting The Claim: Agreement between Anna Costanzo and Campaign Agent Pty Ltd

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

**SIGNING**

**Signing Party Role:** Receiving

I certify that:

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

**Party Represented by Subscriber:**

CAMPAIGN AGENT PTY. LTD.

<b>Signed By:</b> Michael Watts	<b>Signer Capacity:</b> Employee Certifier
<b>ELNO Signer Number:</b> 11489544	<b>Digital Signing Certificate Number:</b>

<b>Signed for Subscriber:</b>	CAMPAIGN AGENT PTY. LTD. ABN 33608962812
	CAMPAIGN AGENT PTY. LTD.

<b>Subscriber Capacity:</b> Subscriber Representing Self	
<b>ELNO Subscriber Number:</b> 3588974	<b>Customer Account Number:</b> 508728
<b>Date:</b> 14/01/2025	



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

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

Certificate number: 20235398  
Reference number: 1361115  
Certificate issue date: 12/09/2025  
Certificate fee: \$71.00  
Applicant's reference: TGL:2025:414  
Property number: 1160753  
Applicant's email: [ecertificates@infotrack.com.au](mailto:ecertificates@infotrack.com.au)

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 2140 DP: 1166232  
Address: **48 Explorer Street GREGORY HILLS NSW 2557**

**BACKGROUND INFORMATION**

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



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

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

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

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

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

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

(4) In this section—

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

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

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

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

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

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 – temporary uses in future infrastructure corridors; improving planning processes to deliver infrastructure faster

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

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

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

No.

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

Draft 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 300m<sup>2</sup> 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 250m<sup>2</sup> and minimum 225m<sup>2</sup>

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

No.

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

No.

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

No.

### 3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023

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



(a) the name of the region

No

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

No

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

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

*continued 7.23 determination* means a 7.23 determination that—

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
- (b) has not been repealed as provided by that part.

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

#### 4 COMPLYING DEVELOPMENT

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

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

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

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

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

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

#### HOUSING CODE

Complying development MAY be carried out on the land

#### RURAL HOUSING CODE



Complying development MAY be carried out on the land.

### **LOW RISE HOUSING DIVERSITY CODE**

Complying development MAY be carried out on the land.

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

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

### **PATTERN BOOK DEVELOPMENT CODE**

Complying development MAY be carried out on the land

### **GREENFIELD HOUSING CODE**

Complying development MAY be carried out on the land.

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

### **INLAND CODE**

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

### **HOUSING ALTERATIONS CODE**

Complying development MAY be carried out on the land.

### **GENERAL DEVELOPMENT CODE**

Complying development MAY be carried out on the land.

### **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development MAY be carried out on the land.

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

Complying development MAY be carried out on the land.



## **CONTAINER RECYCLING FACILITIES CODE**

Complying development MAY be carried out on the land.

## **SUBDIVISIONS CODE**

Complying development MAY be carried out on the land.

## **DEMOLITION CODE**

Complying development MAY be carried out on the land.

## **FIRE SAFETY CODE**

Complying development MAY be carried out on the land.

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

Complying development MAY be carried out on the land

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

## **5 EXEMPT DEVELOPMENT**

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

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

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

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

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

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

## **GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

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

Exempt development MAY be carried out on the land

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

Exempt development MAY be carried out on the land

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

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

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

## **7 LAND RESERVED FOR ACQUISITION**

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

No.

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

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

- (a) the Roads Act 1993, Part 3, Division 2, or
- (b) an environmental planning instrument, or



(c) a resolution of the council.

No.

## 9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

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

Unknown.

(3) In this section—

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

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

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

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

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

(2) In this section—

*adopted policy* means a policy adopted—

(a) by the council, or

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

### LAND SLIP

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

### BUSH FIRE

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





## **TIDAL INUNDATION**

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

## **SUBSIDENCE**

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

## **ACID SULFATE SOILS**

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

## **CONTAMINATION**

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

## **AIRCRAFT NOISE**

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

## **SALINITY**

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

## **COASTAL HAZARDS**

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

## **SEA LEVEL RISE**



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

## **11 BUSH FIRE PRONE LAND**

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

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

No.

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

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

No.

## **13 MINE SUBSIDENCE**

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

No.

## **14 PAPER SUBDIVISION INFORMATION**

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

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

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

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

Not Applicable

## **15 PROPERTY VEGETATION PLANS**

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

No.

## 16 BIODIVERSITY STEWARDSHIP SITES

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

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

No.

## 17 BIODIVERSITY CERTIFIED LAND

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

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

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

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

No.

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

No.

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

No.

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

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

No.

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

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

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

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

No.

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

No.

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

No.



(4) In this section—

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

## 23 WATER OR SEWERAGE SERVICES

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

Not applicable.

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

## 24 SPECIAL ENTERTAINMENT PRECINCTS

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

Not applicable

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

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

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

No.

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

No.

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

No.



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

No.

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

No.

### **DISCLAIMER AND CAUTION**

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

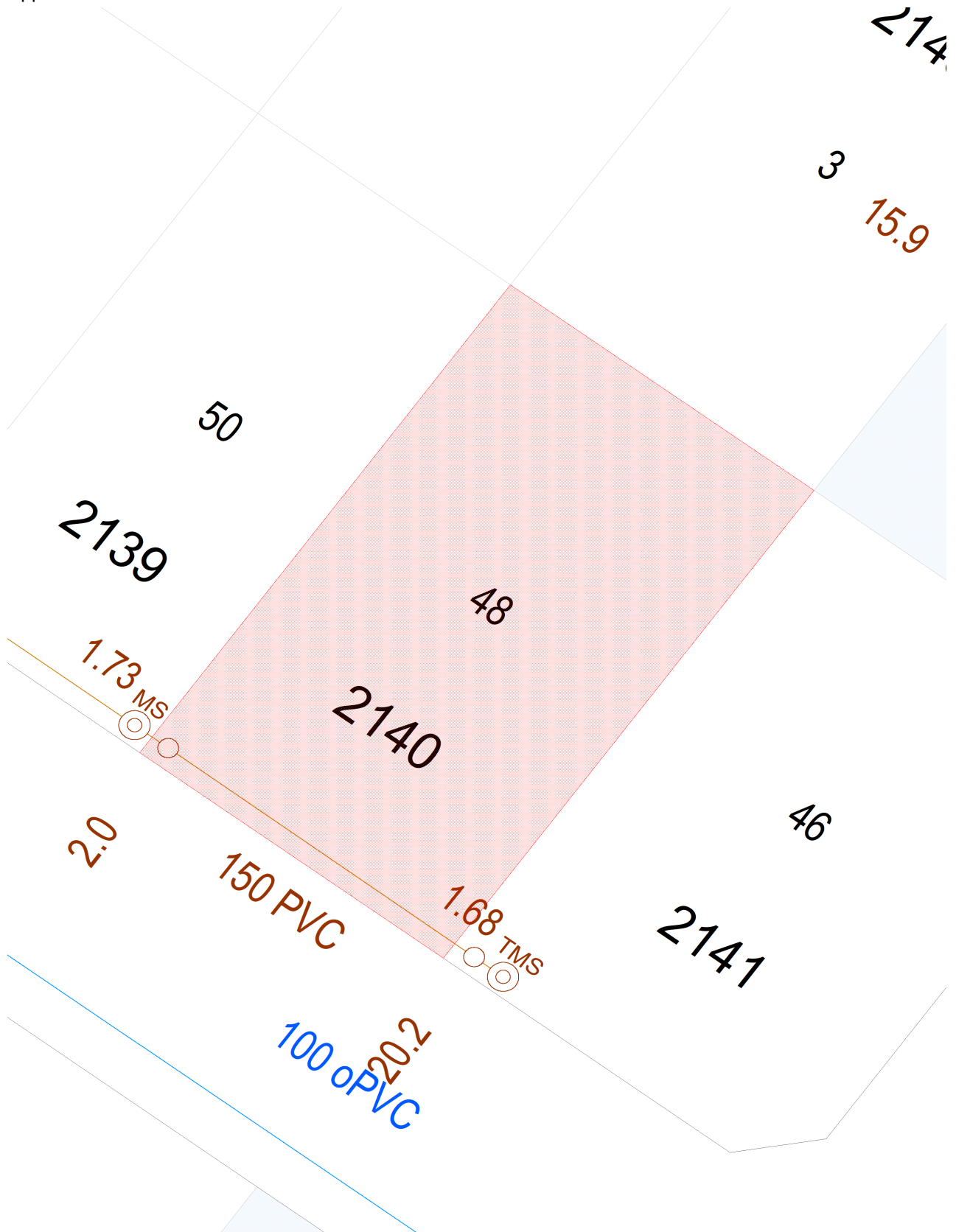
The information contained in this certificate is accurate as at the date of this certificate.

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

**Andrew Carfield**  
General Manager

# Service Location Print

Application Number: 8004629447



Document generated at 12-09-2025 01:00:54 PM

## Disclaimer

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

# Asset Information

## Legend

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

### Disclaimer

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



## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

