

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT	
co-agent		
vendor	Frederico Maruca and Lisa Patricia Maruca 69 Merrylands Road, Merrylands, NSW 2160	
vendor's solicitor	Coutts Solicitors & Conveyancers inc Coutts Mallik Rees Shop 5, 338 Camden Valley Way, NARELLAN NSW 2567 DX 25815 CAMDEN	Phone: 02 4647 7577 Fax: (02) 4647 7447 Ref: MC:GM:20191500 E:melina@couttslegal.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date (clause 15) 23 Toovey Avenue, Oran Park, New South Wales 2570 Registered Plan: Lot 1701 Plan DP 1225573 Folio Identifier 1701/1225573	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$ _____

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☐ NO☐ yes**Proposed electronic transaction** (clause 30)☐ no☐ YES**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 *RW payment*
(residential withholding payment)☒ NO☐ yes (if yes, vendor must provide
further details)If the further details below are not fully completed at the
contract date, the vendor must provide all these details in a
separate notice within 14 days of the contract date.***RW payment (residential withholding payment) – further 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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

Amount purchaser must pay – price multiplied by the *RW 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>General</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 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 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input checked="" type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input type="checkbox"/> 23 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 document relevant to off-the-plan sale</p> <p>Other</p> <p><input type="checkbox"/> 58</p>
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HOLDER OF STRATA OR COMMUNITY TITLE 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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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:

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

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. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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.

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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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 18B of the Swimming Pools Regulation 2008).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a *direction* signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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 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

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 purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.

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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 4.3);

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; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

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 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 - 3) 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.

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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 14.5 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 not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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>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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <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>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <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> . |

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

23 Toovey Avenue ORAN PARK NSW 2570

CONDITIONS OF SALE BY AUCTION

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

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

- (1) The following conditions are prescribed as applicable to an in respect of the sale by auction of land:
 - a. The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - b. A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - c. The highest bidder is the Purchaser, subject to the any reserve price.
 - d. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - e. The auctioneer may refuse to accept any bid that in the auctioneer's opinion is not in the best interest of the seller.
 - f. A bidder is taken to be a principal unless before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - g. A bid cannot be made or accepted after the fall of the hammer.
 - h. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - a. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - b. 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.
 - c. When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

The terms of the printed Contract to which these additional clauses are annexed will be read subject to the following. If there is a conflict between the additional clauses and the printed Contract, then these additional clauses will prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions will be severed from this Contract and such remaining provisions will remain in full force and effect.

32. ALTERATIONS TO PRINTED FORM

- 32.1 Definitions – *settlement cheque* is amended to read as “*bank cheque*”
- 32.2 Clause 2.4 is amended by inserting the words “or Electronic Funds Transfer” after the word “cheque”
- 32.3 Clauses 5.2.1 and 5.2.3 are deleted.
- 32.4 Clause 7.1.1 is amended by deleting the words ‘5% of the price’ and inserting ‘\$1’ in their place.
- 32.5 Clauses 7.1.3 and 8.1.3 the number 14 is to be replaced with the number 7.
- 32.6 Clause 7.2.2 is deleted;
- 32.7 Clause 8.1.1 is amended by deleting the words “on reasonable grounds”
- 32.8 Clause 10.1.9 is amended by deleting the word “substance” and replace with the word “existence”.
- 32.9 Clause 11.2 is deleted.
- 32.10 Clause 13.13.1 is amended by replacing ‘ 5 days’ with ‘14 days’ and add new clause “13.13.5 If the RW Payment Notification is not provided to the Vendor’s office 14 days prior to settlement then the Purchaser shall pay to the Vendor the sum of \$77.00 to cover legal costs and expenses incurred as a consequence of the Purchaser’s delay.”
- 32.11 Clause 14.4.2 is amended by deleting the words “the person who owned land owned no other land”.
- 32.12 Clause 15 is amended by inserting the words ‘However, this clause does not apply in the event that the vendor has not provided the *clearance certificate* under clause 31, and the completion date will be the later of the completion date and 7 days after the date that the *clearance certificate* is served.’
- 32.13 Clause 16 is amended by adding 16.6.1 “If a party serves a Land Tax certificate that is not clear, the Vendor does not have to clear the Land Tax on or before settlement but must have the Land Tax cleared within a reasonable time after settlement”.
- 32.14 Clause 16.5 is amended by deleting the words “plus another 20% of that fee”
- 32.15 Clause 16.8 is amended by deleting “\$10” and replacing it with “\$5”.
- 32.16 Clauses 23.6, 23.7 and 23.9 are deleted.
- 32.17 Clause 23.13 is deleted.
- 32.18 Clause 23.14 is deleted.
- 32.18 Clause 24.3.3 is deleted.
- 32.19 Clause 25 is deleted.
- 32.20 Clause 28 is deleted.
- 32.21 Clause 29 is deleted.
- 32.22 Clause 30.3.1 is amended by replacing the words “each party must bear equally any disbursements and fees and otherwise bear that party’s own costs” with “the purchaser will pay to the Vendor the amount of \$220 for the Vendor’s legal fees and disbursements as a genuine pre-estimate of those additional expenses, to be allowed an additional adjustment on completion;”
- 32.23 Clause 31.4 is deleted.

33 REAL ESTATE AGENT

The Purchaser was not introduced to the Property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent or co-agent, if any, specified in this contract). The Purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. The right continues after completion.

34 NOTICE TO COMPLETE

- 34.1 If either party is unable or unwilling to complete the contract by the date specified, then the other party shall be entitled at any time on or after the completion date to serve a Notice to Complete making time of the essence of the agreement. Such Notice shall give not less than fourteen (14) days notice after the day immediately following the day on which that Notice is received by the recipient of the notice. The notice may nominate a specific hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. The party issuing the Notice to Complete shall be at liberty to withdraw that Notice without prejudice to that party's continuing right to give any further Notice to Complete under clause 15.
- 34.2 Further, if it becomes necessary for the Vendor to issue a Notice to Complete pursuant to this clause, then the Purchaser shall pay to the Vendor the sum of \$220.00 to cover legal costs and expenses incurred as a consequence of the Purchaser's delay, as a genuine pre-estimate of those additional expenses, to be allowed an additional adjustment on completion.

35 SERVICE OF DOCUMENTS

- 35.1 In addition to the provisions of Clause 20 of this Contract, the parties hereby agree that service of any document or Notice to Complete is considered effected on the party receiving the document or Notice to Complete and that party's legal representative if:
- 35.1.1 the document or Notice to Complete is sent via email to the legal representative or the office of the party receiving the document or Notice to Complete; or
- 35.1.2 the document or Notice to Complete is sent via facsimile transmission to the facsimile number noted on the front page of this Contract or as noted on the legal representative letter head.
- 35.2 The parties hereby agree that service of any document or Notice to Complete shall be deemed to be duly given or made if the provisions of the above clause 35.1 are met. In the event that the time of dispatch is not before 5:00pm (AEDT), the parties agree that service is considered to have occurred the next business day.

36 LATE COMPLETION

If the Purchaser fails to complete this purchase by the completion date, without default by the Vendor, then the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent 10% p.a interest on the balance of purchase monies, computed at a daily rate from the day

immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

37 CONDITION OF PROPERTY

- 37.1 The Purchaser accepts the Property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.
- 37.2 The Purchaser accepts the inclusions specified in this Contract in their present state and condition, subject to fair wear and tear and the Vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear occurring after the Contract date.

38 ENTIRE AGREEMENT

The Purchaser acknowledges that this Contract constitutes the whole agreement between the parties and the Purchaser does not rely upon any warranty, statement or representation made or given by or on behalf of the Vendor except as expressly provided within this Contract. The Purchaser further acknowledges that the property has been inspected by the Purchaser and warrants that they have made their own enquiries, investigations and inspections prior to entering into this Contract and further warrants that they are satisfied with the results of those enquiries, investigations and inspections. The Purchaser will not be entitled to make any objection, raise any requisition, claim for compensation, rescind this Contract or attempt to delay completion in respect of any matter referred to in this special condition.

39 CAPACITY

- 39.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:
- (a) being an individual, dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- (b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enter into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.
- 39.2 The Purchaser warrants that the Purchaser has the legal capacity to enter into this contract.

40 TRANSFER

- 40.1 Sufficient particulars of title for the preparation of the Transfer are contained in this contract and the Purchasers shall not require the Vendors to provide any further Statement of Title.

- (a) The Transfer document must be provided to our office 14 days prior to settlement. If the Transfer is not provided to our office 14 days prior to settlement then the Purchaser shall pay to the Vendor the sum of \$77.00 to cover legal costs and expenses incurred as a consequence of the Purchaser's delay.

41 RESIDENTIAL WITHHOLDING PAYMENT

41.1 This special condition applies if 14-E of Schedule 1 of the Taxation Administration Act 1953 (**The Tax Act**) applies to the sale of the Property.

- (a) If this clause applies, the Vendor is deemed to satisfy its requirements under The Tax Act by notice under this Contract, and the Purchaser agrees to comply with their obligations under the Residential Withholding payment scheme under The Tax Act and provided the Purchaser complies with its obligations under this Contract, the parties agree to adjust the balance of the Purchase Price on Completion to all for the Residential Withholding Payment.
- (b) The Purchaser warrants that it will comply with its obligations under The Tax Act and produce on Completion either:
 - (a) Written evidence that the Residential Withholding Payment has been paid to the Australian Taxation Office in relation to the Property; or
 - (b) A bank cheque payable to the Deputy Commissioner of Taxation for the Residential Withholding Payment,
- (c) If the Purchaser provides payment in accordance with clause 41.3 (b), the Purchaser warrants to provide the bank cheque to the Australian Taxation Office as soon as practicable after Completion and within the time provided under The Tax Act.
- (d) If the Purchaser does not comply with this special condition 41, then the Vendor may delay Completion and charge interest in accordance with this Contract, until such time the Purchaser has complied with its obligations under this clause.
- (e) In the event the Purchaser does not pay the Residential Withholding Payment to the Australian Taxation Office or does not produce a bank cheque at completion in accordance with this clause, the Vendor retains the right to payment of the full consideration payable under this Contract. This clause does not merge on completion.
- (f) The Purchaser indemnifies the Vendor from any interest, penalty and or legal and or accounting costs that may be incurred by the Vendor due to the Purchasers failure to comply with this clause or their requirements under the Tax Act, and includes but is not limited to non payment or delay in payment following Completion, even if such delay is incurred due to a third party. This clause will not merge on completion.
- (g) The Purchaser may not make any claim, requisition or delay Completion on account of any item arising out of this clause.

42 DEPOSIT

- (a) Notwithstanding any other provision of this contract, if a cooling off period applies, then the deposit may be paid by 2 instalments as follows:
 - (i) an amount equivalent to 0.25% of the price – on or before the making of this contract;
 - (ii) the balance of the deposit – no later than 5.00pm on the 5th business day after the date of this contract.
- (b) The parties agree that, in the event that the Purchaser requests to use a Deposit Bond and the Vendor accepts the use of a Deposit Bond, a deposit bond Guarantee is to be used as a form of deposit the following terms are applicable:
 - (i) In this contract “Bond” means a deposit bond provided by any institution agreed to by the Vendor and issued to the Vendor at the request of the Purchaser in an amount and form approved by the Vendor.
 - (ii) The bond will be equivalent to the amount of the full 10% deposit.
 - (iii) The bond will be dealt with as if it were a cash deposit under the contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the deposit.
 - (iv) at settlement, the Purchaser must pay to the Vendor in addition to all other monies payable under this contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.
- (c) In the event that the Purchaser should pay a deposit less than ten per cent (10%) of the purchase price, then the deposit is to be paid in two instalments as follows:
 - (i) the first part of the deposit on signing of this Contract or at the expiry of the cooling off period (whichever applies); and
 - (ii) the second part of the said ten per cent (10%) of the purchase price shall be paid on the completion or immediately on a default by the Purchaser observing any terms and condition of the Contract. On default by the Purchaser, the balance of the deposit shall immediately become payable to the Vendor and shall be payable notwithstanding that this contract may be terminated as a consequence of the Purchaser’s default.

43 RELEASE OF DEPOSIT

Notwithstanding anything else herein contained the deposit or any part of the deposit as the Vendor may require to be released for the purpose of a deposit, stamp duty and balance purchase monies on the purchase of Real Estate, providing that such deposit is held within a Trust Account of a Solicitor or Real Estate Agent or for the discharge of any mortgage or caveat encumbering the subject land, or as the Vendor

may direct. The execution of this agreement shall be full and irrevocable authority to the stakeholder named herein to release such deposit.

44 WARRANTY BY PURCHASER

The Purchaser warrants:

- a. that prior to the later of exchange of contracts, or expiration of the cooling off period, the Purchaser has obtained an approval of Credit in an amount and on reasonable terms to enable the Purchaser to pay for the Property and to complete this contract; OR
- b. that the Purchaser does not require any Credit or Loan to pay for the Property and complete this Contract.

45 CANCELLATION AND/OR RESCHEDULING OF SETTLEMENT

Should an arranged settlement not take place at the date and time scheduled between the parties and not take place at a further agreed time on that same day and it is not due to the fault of the Vendor or their representatives then the Purchaser shall make an allowance of \$150.00 payable on settlement for each cancelled settlement representing the reasonable costs of the Vendor in cancelling and rebooking settlement.

46 REASONABLE NOTICE

Should a previously arranged settlement not take place at the agreed date and time or at the further agreed time on that same day and it is not due to the fault of the Vendor or their representatives then reasonable notice is deemed to be a minimum of 48 hours to rebook settlement or as per the requirements of the discharging mortgagee. Further, special condition 34 will apply.

47 SETTLEMENT LOCATION

Settlement of this matter will take place wherever the Vendor's Mortgagee directs. If the Property is not mortgaged, or the discharge of mortgage is already held by Coutts Solicitors and Conveyancers, then settlement will be effected at the office of Coutts Solicitors and Conveyancers. However, should the Purchaser not be in a position to settle at the office of Coutts Solicitors and Conveyancers, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancer's Sydney Settlement Agents fee is paid by the Purchaser.

48 GUARANTEE FOR CORPORATE PURCHASER

In consideration the the vendor contracting with the corporate purchaser,
[] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators

and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by)
the guarantors in the presence of:)

Signature

Signature of Witness

Print Name of Witness

49 SEWER

The Vendor discloses that the sewer diagram attached to the Contract for Sale is the only diagram available for the Property and the Purchaser will not make any objection, requisition, claim for compensation, attempt to delay completion or rescind this Contract by reason of such.

50 CHRISTMAS PERIOD

Should any event, condition, notice or due date in relation to this Contract become due to occur during the period of 20 December 2019 to 06 January 2020, then the parties agree that the event, condition, notice or due date shall be deemed to be due to occur on 10 January 2020.

51 DEED

The Purchaser acknowledges that they will be required to enter into an Assignees Deed of Covenant as provided by the Developer's Solicitor prior to settlement and that any fees in relation to same will need to be adjusted by the Purchaser on settlement.

FromPurchasers Solicitor

ToVendors Solicitor

Date:

REQUISITIONS ON TITLE**2008 EDITION**

RE:..... Purchase From

Property

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8, and 17.1.	
2. The Vendor must comply before completion with Clause 16.12.	
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	
6. Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	
8. Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	
9. Is there any permissive occupancy of any part of the property or is any on in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	
11. If the sale of the property is subject to an existing tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion. (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from	

REQUISITIONS	RESPONSE
<p>completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	
<p>12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.</p>	
<p>13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.</p>	
<p>14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.</p>	
<p>15. Has the Vendor or any predecessor in title:-</p> <p>(a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor?</p> <p>(b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion?</p> <p>If so, please give details?</p>	
<p>16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.</p>	
<p>17. Is there any pending litigation in respect of the property?</p>	
<p>18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.</p>	
<p>19. Is the Vendor aware of any restrictions on the use or development of the land?</p>	
<p>20. Survey should be satisfactory and certify (or report) that:-</p> <p>(a) the whole of the land sold will be available to the Purchasers on completion and</p> <p>(b) there is no encroachment by or upon the subject land and</p> <p>(c) the improvements sold are erected on the subject land.</p>	
<p>21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.</p>	
<p>22. Has the Vendor or his mortgagee:-</p> <p>(a) a survey report?</p> <p>(b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913?</p> <p>(c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D?</p> <p>If so, please obtain and forward a copy and ensure that the originals are handed over on completion.</p>	
<p>23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.</p>	
<p>24. Is the land affected by the:-</p> <p>(a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details.</p> <p>(b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details.</p> <p>(c) Threatened Species Conservation Act 1995? If so, please give full details.</p> <p>(d) Contaminated Land Management Act 1997? If so, please give full details.</p> <p>(e) Local Government Act 1993, Section 124? If so, please give full details.</p> <p>(f) Noxious Weeds Act 1993? If so, please give full details.</p>	

REQUISITIONS	RESPONSE
(g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Building Act 1922 (NSW Statute)? If so, please advise full details.	
26. If the property sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) The Vendor must comply with Clause 28.2 before completion.	
27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	
28. If a Swimming Pool is included in the sale:- (a) was its construction approved by the Local Council? Please furnish a copy of such approval. (b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? (c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist? (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.	
29. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	
30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.	
31. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt. (b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please	

REQUISITIONS	RESPONSE
<p>produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	
<p>32. In the case of Old System Title land:-</p> <p>(a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion.</p> <p>(b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produce for inspection and found satisfactory and handed over at settlement.</p> <p>(c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlment or, a written undertaking to furnish such certified copy handed over at settlement.</p> <p>(d) The Vendor must comply with Clauses 25.2 and 25.8 before completion.</p>	
<p>33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been compiled with.</p>	
<p>34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Written evidence should be provided at settlement of its non-revocation.</p>	
<p>35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	
<p>36. Satisfactory evidence must be produced before completion that any:-</p> <p>(a) improvements erected over the sewer, and/or</p> <p>(b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.</p>	
<p>37. Is there any encroachment:-</p> <p>(a) onto any adjoining land by any improvements erected on the subject land?</p> <p>(b) by any improvements erected on adjoining land onto the subject land to the Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.</p>	
<p>38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.</p>	
<p>39. The Vendor must comply with Clause 4.2.</p>	
<p>40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.</p>	
<p>41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.</p>	

DISCLAIMER

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.....
Solicitor for Vendor

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 1701/1225573

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
2/8/2019	2:49 PM	2	2/11/2018

LAND

LOT 1701 IN DEPOSITED PLAN 1225573
AT ORAN PARK
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1225573

FIRST SCHEDULE

FEDERICO MARUCA
IN 99/100 SHARE
LISA PATRICIA MARUCA
IN 1/100 SHARE
AS TENANTS IN COMMON (T AN828638)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1225573 EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 METRE(S)
WIDE REFERRED TO AND NUMBERED (4) IN THE S.88B
INSTRUMENT AFFECTING THE SITE DESIGNATED (L1) IN THE
TITLE DIAGRAM
- 3 DP1225573 EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 METRE(S)
WIDE REFERRED TO AND NUMBERED (4) IN THE S.88B
INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1225573 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (16) IN THE S.88B INSTRUMENT
- 5 DP1225573 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (17) IN THE S.88B INSTRUMENT
- 6 DP1225573 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (18) IN THE S.88B INSTRUMENT
- 7 DP1225573 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (19) IN THE S.88B INSTRUMENT
- 8 DP1225573 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (20) IN THE S.88B INSTRUMENT
- 9 DP1225573 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (21) IN THE S.88B INSTRUMENT
- 10 AN828639 MORTGAGE TO SECURE FUNDING PTY LTD

NOTATIONS

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1701/1225573

PAGE 2

NOTATIONS (CONTINUED)

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20191500

PRINTED ON 2/8/2019

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

COORDINATE SCHEDULE				
MARK	MGA CO-ORDINATES	CLASS	ORDER	METHOD
SSM 166736	291 807 274	6 233 630.309	C	SCIMS FOUND
SSM 167731	291 788 978	6 234 284.376	D	SCIMS FOUND
SSM 203575	291 901 448	6 234 571.248	D	SCIMS FOUND
SSM 203578	291 792 102	6 234 554.09	D	SCIMS FOUND
SSM 203607	291 476 643	6 234 658.60	D	SCIMS FOUND
SSM 203608	291 407 427	6 234 190.787	D	SCIMS FOUND
SSM 203609	291 571 875	6 234 263.179	D	SCIMS FOUND
SSM 203610	291 763 948	6 234 374.301	D	SCIMS FOUND
SSM 203611	291 880 567	6 234 484.408	D	SCIMS FOUND
SSM 203614	291 880 567	6 234 485.205	D	SCIMS FOUND
SSM 204852	291 884 178	6 234 341.909	D	TRAV PLACED
SSM 204853	291 835 022	6 234 323.192	D	TRAV PLACED
SSM 204854	291 843 134	6 234 057.396	D	TRAV PLACED
SSM 204857	291 593 339	6 234 126.253	D	TRAV PLACED
SSM 204858	291 484 248	6 234 083.703	D	TRAV PLACED
SSM 204859	291 552 459	6 234 979.907	D	TRAV PLACED
SSM 204870	291 702 576	6 234 252.768	D	TRAV PLACED



SEE SHEET 7 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
SEE SHEET 7 FOR SCHEDULE OF REFERENCE MARKS
SEE SHEET 8 FOR INFORMATION ON RETAINING WALLS

- BD - DENOTES BANFIELD DRIVE
- LC - DENOTES LILLYWHITE CIRCUIT
- MA - DENOTES LOVEDAY STREET
- RA - DENOTES MCALPIN AVENUE
- RR - DENOTES RYDER AVENUE
- RNR - DENOTES RICHMOND ROAD
- SC - DENOTES RODWELL ROAD
- SP - DENOTES STRATTON CIRCUIT
- TA - DENOTES TROVET AVENUE

DATUM LINE & SSM CONNECTIONS		
FROM	TO	SURVEY
SSM 203610	SSM 203609	240°00'12"~221.80
SSM 203609	SSM 167731	253°08'49"~100.93
SSM 167731	SSM 166736	144°54'20"~104.25
SSM 167731	SSM 203607	124°13'22"~93.97
SSM 203607	SSM 203608	76°10'40"~146.65
SSM 203608	SSM 203609	334°00'42"~81.216
SSM 203610	SSM 203606	155°16'30"~87.42
SSM 203610	SSM 204852	52°34'20"~76.705
SSM 204852	SSM 203616	349°58'20"~78.22

DATUM LINE & SSM CONNECTIONS		
FROM	TO	SURVEY
SSM 203616	SSM 203610	242°10'12"~94.81
SSM 203610	SSM 203578	329°38'56"~126.244
SSM 203578	SSM 203575	59°35'53"~126.768
SSM 203608	SSM 204857	221°56'45"~86.74
SSM 204857	SSM 204858	236°50'30"~77.805
SSM 204858	SSM 204859	146°42'40"~124.155
SSM 204859	SSM 204865	59°21'50"~81.67
SSM 204865	SSM 203604	323°51'35"~81.575
SSM 203604	SSM 203610	337°47'30"~73.0
SSM 203610	SSM 203616	56°54'30"~113.51
SSM 203616	SSM 203610	66°32'35"~106.795

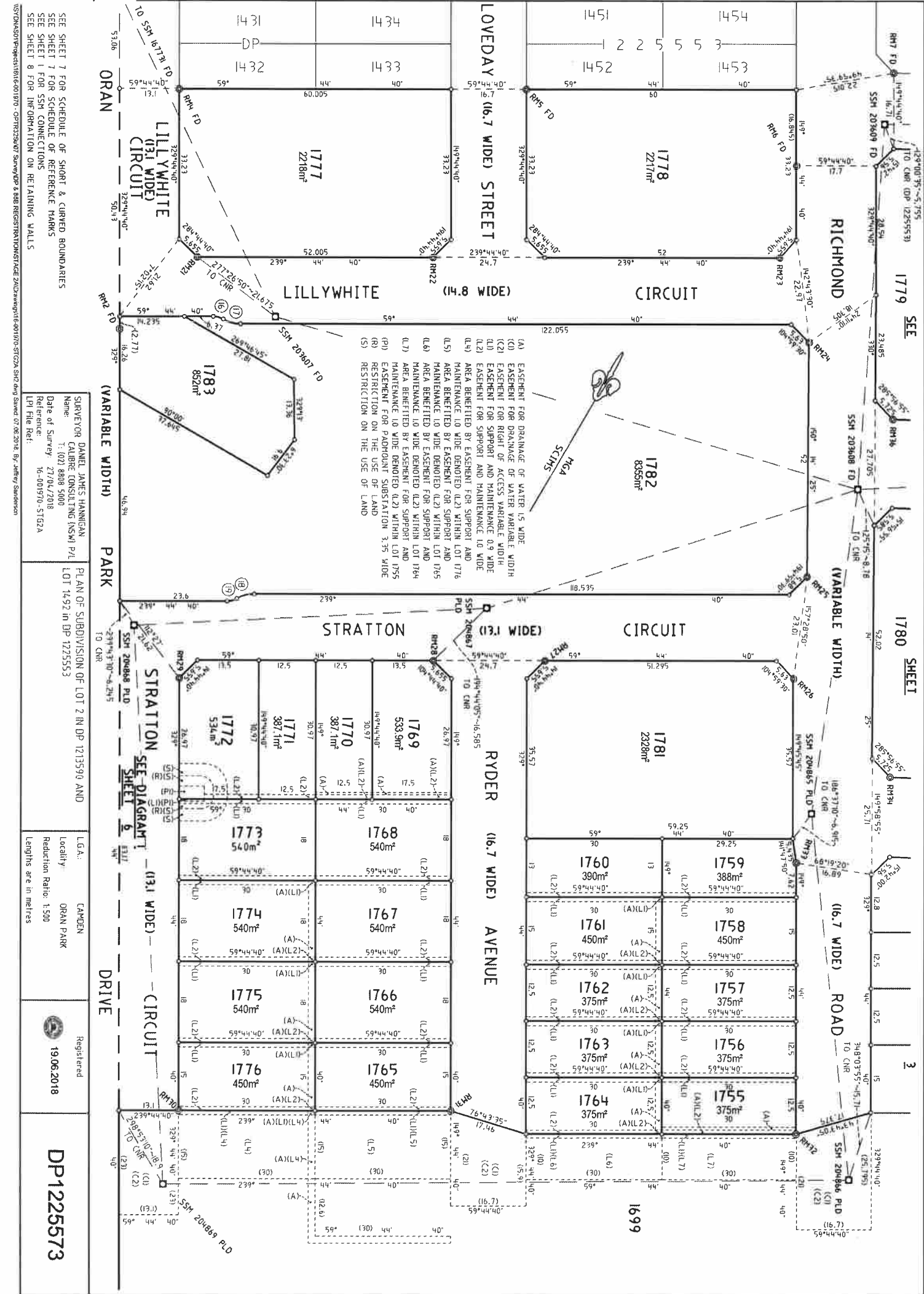
SURVEYOR DANIEL JAMES HANIGAN
Name: T: (07) 8808 5000
Date of Survey: 27/04/2018
Reference: 16-001970-STG2A
LPI File Ref:

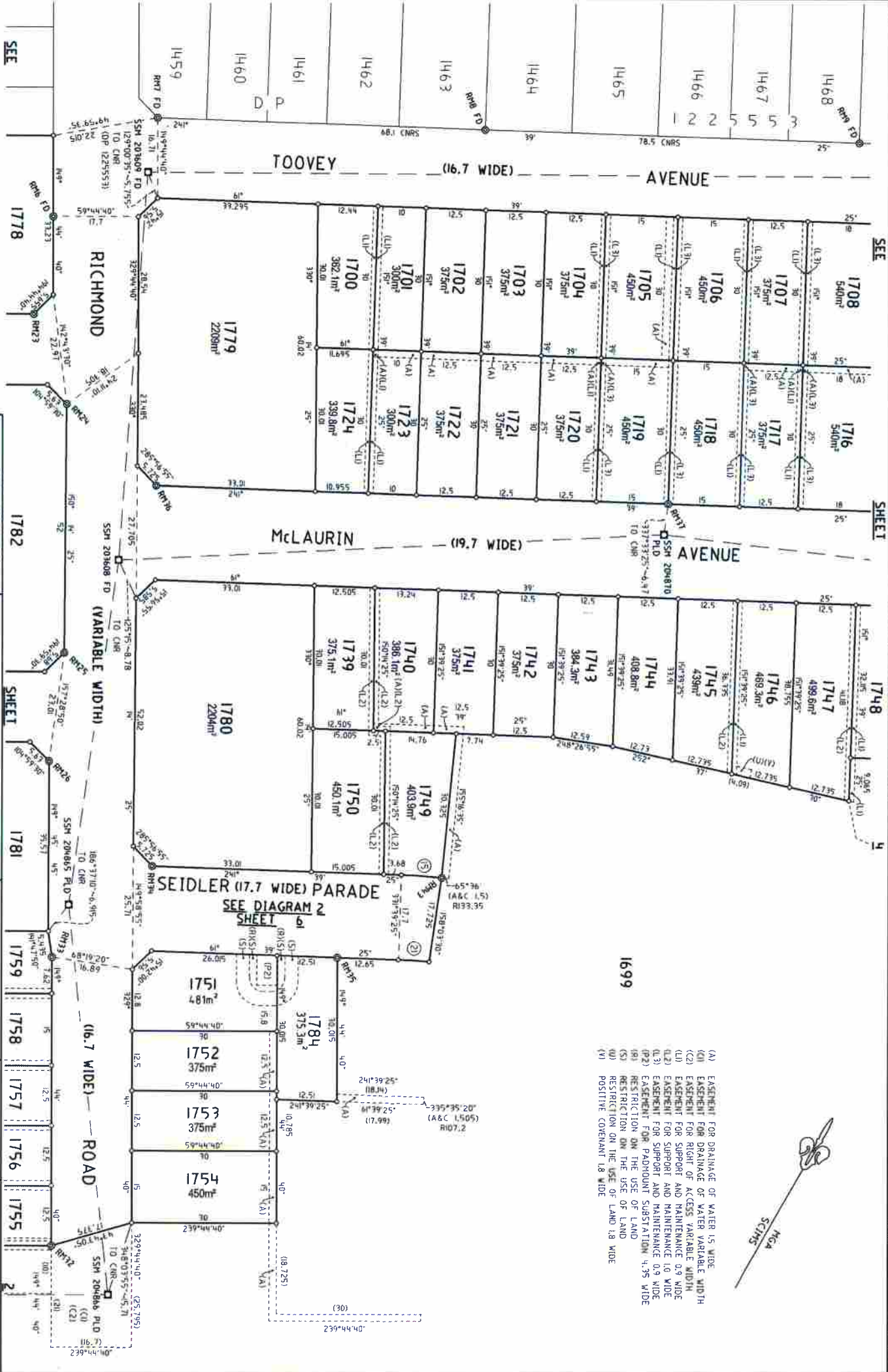
PLAN OF SUBDIVISION OF LOT 2 IN DP 1213590 AND LOT 1492 IN DP 1225553

L.C.A.: CANNON
Locality: ORAN PARK
Reduction Ratio: 1:2000
Lengths are in metres

Registered
19.06.2018

DP1225573





SEE SHEET 7 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
SEE SHEET 7 FOR SCHEDULE OF REFERENCE MARKS
SEE SHEET 1 FOR SSM CONNECTIONS
SEE SHEET 8 FOR INFORMATION ON RETAINING WALLS

DANIEL JAMES HANNIGAN
SURVEYOR
Name: DANIEL JAMES HANNIGAN
Date of Survey: 27/06/2018
Reference: 76-081970-51624
LPI File Ref:

PLAN OF SUBDIVISION OF LOT 2 IN DP 1213590 AND LOT 14.92 IN DP 1225573

L.S.A. CAMDEN
Locality: OMAN PARK
Reduction Ratio: 1:500
Lengths are in metres

Registered
19.06.2018

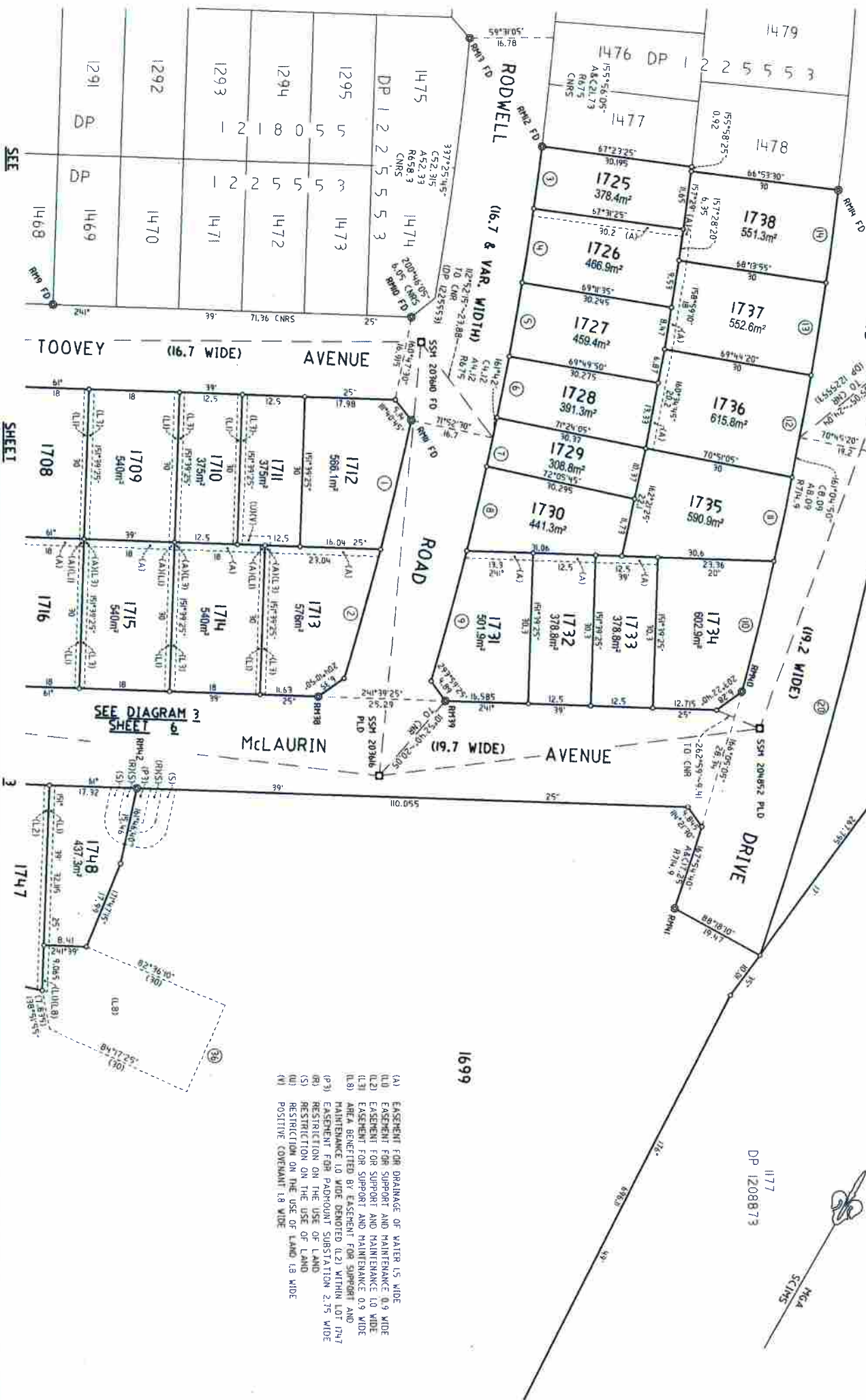
DP1225573

CSM 203611 FI

BANK OF AMERICA

1698

MG4
SC/MS



- (A) EASEMENT FOR DRAINAGE OF WATER 15' WIDE
- (1A) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE
- (1B) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE
- (1C) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE
- (1D) AREA BENEFITED BY EASEMENT FOR SUPPORT AND MAINTENANCE 1.0 WIDE DEDICATED (1.2) WITHIN LOT (7.7)
- (P3) EASEMENT FOR PADOQUOT SUBSTITUTION 2.75 WIDE
- (S) RESTRICTION ON THE USE OF LAND
- (1S) RESTRICTION ON THE USE OF LAND
- (1) POSITIVE COVENANT 18 WIDE

SEE

SHEET

SEE DIAGRAM
SHEET 6

SEE SHEET 7 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
SEE SHEET 7 FOR SCHEDULE OF REFERENCE MARKS
SEE SHEET 1 FOR SSM CONNECTIONS
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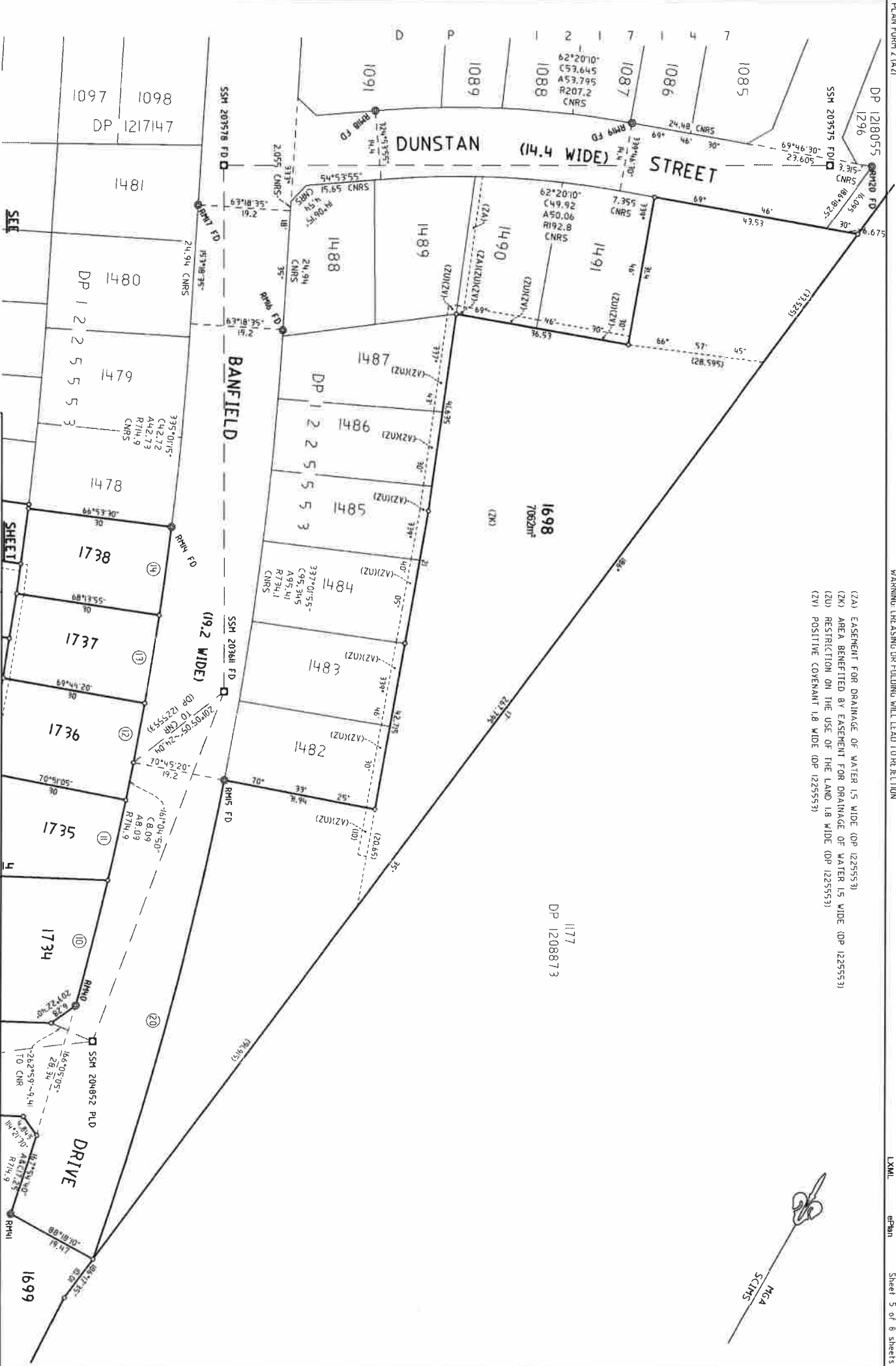
SLAVEYOR DANIEL JAMES HANNIGAN
Name: CALIBRE CONSULTING (NSW) P/L
T: (02) 8808 5000
Date of Survey: 27/04/2018
Reference: 16-001570-STG2A
LPI File Ref:

PLAN OF SUBDIVISION OF LOT 2 IN DP 1213590 AND
LOT 1492 IN DP 122553

LGA:	CAMDEN
Locality:	ORAN PARK
Reduction Ratio:	1:500
Lengths are in metres	

Registered
19.06.2018

DP1225573



SEE SHEET 7 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
SEE SHEET 7 FOR SCHEDULE OF REFERENCE MARKS
SEE SHEET 1 FOR SSM CONNECTIONS
SEE SHEET 8 FOR INFORMATION ON RETAINING WALLS

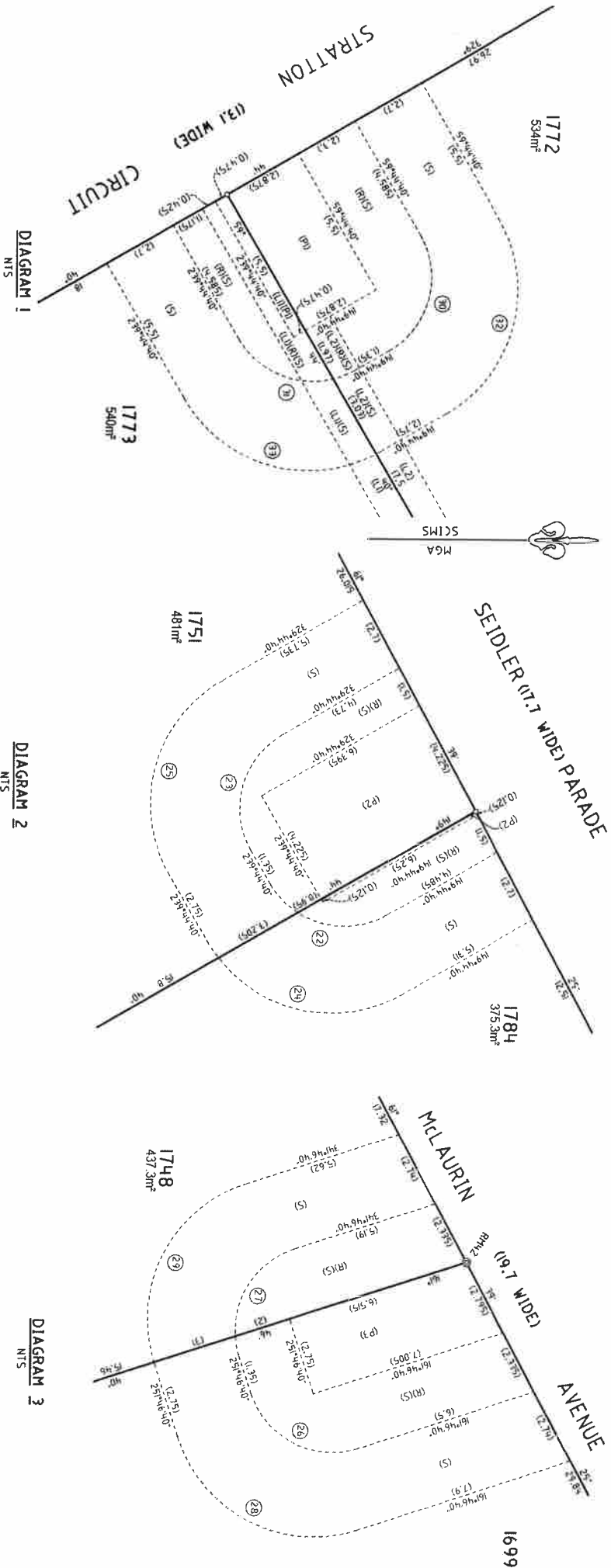
DANIEL JAMES HANIGAN
Name: DANIEL JAMES HANIGAN
T: (02) 8808 5000
Date of Survey: 27/04/2018
Reference: 16-001970-S1G2A
LPI File Ref:

PLAN OF SUBDIVISION OF LOT 2 IN DP 1213590 AND LOT 1492 IN DP 1225553

L.G.A.: CAMDEN
Locality: ORAN PARK
Reduction Ratio: 1:500
Lengths are in metres

Registered
19.06.2018

DP1225573



SCHEDULE OF
SHORT & CURVED EASEMENT LINES

No	BEARING	CHORD	ARC	RADIUS
22	194°44'40"	4.245	4.715	3
23	284°44'40"	4.245	4.71	3
24	194°44'40"	7.07	7.855	5
25	284°44'40"	7.07	7.855	5
26	204°44'40"	4.245	4.71	3
27	294°44'40"	4.245	4.71	3
28	204°44'40"	7.07	7.855	5
29	294°44'40"	7.07	7.855	5
30	104°44'40"	4.245	4.71	3
31	194°44'40"	4.245	4.71	3
32	104°44'40"	7.07	7.855	5
33	194°44'40"	7.07	7.855	5

- (L1) EASEMENT FOR SUPPORT AND MAINTENANCE 0.3 WIDE
- (L2) EASEMENT FOR SUPPORT AND MAINTENANCE 1.0 WIDE
- (R1) EASEMENT FOR PADPOUNT SUBSTATION 3.35 WIDE
- (R2) EASEMENT FOR PADPOUNT SUBSTATION 4.35 WIDE
- (R3) EASEMENT FOR PADPOUNT SUBSTATION 2.75 WIDE
- (R) RESTRICTION ON THE USE OF LAND
- (S) RESTRICTION ON THE USE OF LAND

SEE SHEET 7 FOR SCHEDULE OF REFERENCE MARKS
SEE SHEET 8 FOR INFORMATION ON RETAINING WALLS

SURVEYOR DANIEL JAMES HANNIGAN
Name: CLAUDE CONSULTING (NSW) P/L
Te: (02) 8808 5000
Date of Survey: 27/04/2018
Reference: 16-001970-STG2A
LPI File Ref:

PLAN OF SUBDIVISION OF LOT 2 IN DP 1213590 AND
LOT 14-92 IN DP 1225553

L.G.A.: CAMDEN
Locality: ORAN PARK
Reduction Ratio: 1:NTS
Lengths are in metres

Registered
19.06.2018

DP1225573

SCHEDULE OF REFERENCE MARKS

RM No	BEARING	DISTANCE	DESCRIPTION	ORIGIN
1	59°44'40"	6.185	DH&W IN KERB FO	DP 123590
2	59°44'40"	13.665	DH&W IN KERB FO	DP 123590
2	59°44'40"	6.215	DH&W IN KERB FO	DP 123590
3	59°44'40"	24.595	DH&W IN KERB FO	DP 123590
3	34°31'30"	7.525	DH&W IN KERB FO	DP 123590
3	34°31'30"	15.225	DH&W IN KERB FO	DP 123590
4	59°40'30"	3.365	DH&W IN KERB FO	DP 123553
5	59°40'30"	11.555	DH&W IN KERB FO	DP 123553
5	59°40'30"	3.385	DH&W IN KERB FO	DP 123553
6	23°52'30"	13.255	DH&W IN KERB FO	DP 123553
6	23°52'30"	4.315	DH&W IN KERB FO	DP 123553
6	23°52'30"	12.645	DH&W IN KERB FO	DP 123553
7	32°52'30"	5.01	DH&W IN KERB FO	DP 123553
7	32°52'30"	11.62	DH&W IN KERB FO	DP 123553
8	33°43'40"	5.005	DH&W IN KERB FO	DP 123553
8	33°43'40"	11.695	DH&W IN KERB FO	DP 123553
9	33°43'40"	3.36	DH&W IN KERB FO	DP 123553
10	33°43'40"	13.23	DH&W IN KERB FO	DP 123553
10	33°43'40"	4.91	DH&W IN KERB FO	DP 123553
11	33°43'40"	11.82	DH&W IN KERB FO	DP 123553
11	25°43'30"	4.97	DH&W IN KERB FO	DP 123553
12	25°43'30"	13.265	DH&W IN KERB FO	DP 123553
12	63°40'40"	3.405	DH&W IN KERB FO	DP 123553
13	63°40'40"	13.28	DH&W IN KERB FO	DP 123553
13	23°28'	5.625	DH&W IN KERB FO	DP 123553
14	23°28'	6.475	DH&W IN KERB FO	DP 123553
14	23°28'	13.65	DH&W IN KERB FO	DP 123553
15	45°11'40"	3.735	DH&W IN KERB FO	DP 123553
15	45°11'40"	14.755	DH&W IN KERB FO	DP 123553
16	43°08'10"	3.615	DH&W IN KERB FO	DP 123553
16	58°27'	14.815	DH&W IN KERB FO	DP 123553
17	18°24'10"	9.8	SSM 203578 FO	DP 123553
18	20°44'40"	3.73	DH&W IN KERB FO	DP 123553
18	36°55'	11.08	DH&W IN KERB FO	DP 123553
19	34°24'50"	3.37	DH&W IN KERB FO	DP 123553
19	34°24'50"	11.05	DH&W IN KERB FO	DP 123553
20	61°00'	9.03	SSM 203575 FO	DP 123553
21	32°45'10"	4.82	DH&W IN KERB	PLACED
21	32°45'10"	11.62	DH&W IN KERB	PLACED
22	30°39'20"	5.075	DH&W IN KERB	PLACED
22	32°36'50"	11.66	DH&W IN KERB	PLACED

SCHEDULE OF REFERENCE MARKS

RM No	BEARING	DISTANCE	DESCRIPTION	ORIGIN
23	307°21'	5.32	DH&W IN KERB	PLACED
23	32°48'40"	11.93	DH&W IN KERB	PLACED
24	24°55'30"	3.065	DH&W IN KERB	PLACED
24	24°36'20"	11.38	DH&W IN KERB	PLACED
25	34°23'50"	7.14	DH&W IN KERB	PLACED
25	33°40'	11.31	DH&W IN KERB	PLACED
26	23°08'40"	5.815	DH&W IN KERB	PLACED
26	23°52'20"	14.22	DH&W IN KERB	PLACED
27	16°57'50"	4.985	DH&W IN KERB	PLACED
27	16°28'40"	11.695	DH&W IN KERB	PLACED
28	15°02'20"	4.99	DH&W IN KERB	PLACED
28	55°21'40"	11.685	DH&W IN KERB	PLACED
29	58°15'10"	3.395	DH&W IN KERB	PLACED
30	59°51'30"	3.56	DH&W IN KERB	PLACED
30	59°28'	11.52	DH&W IN KERB	PLACED
31	23°42'10"	3.185	DH&W IN KERB	PLACED
32	23°42'10"	13.24	DH&W IN KERB	PLACED
32	23°42'10"	3.175	DH&W IN KERB	PLACED
33	207°32'40"	3.995	DH&W IN KERB	PLACED
33	23°44'10"	11.915	DH&W IN KERB	PLACED
34	32°40'30"	5.025	DH&W IN KERB	PLACED
34	32°53'30"	11.71	DH&W IN KERB	PLACED
35	212°58'30"	9.205	DH&W IN KERB	PLACED
36	180°34'50"	11.305	DH&W IN KERB	PLACED
36	33°18'30"	6.43	DH&W IN KERB	PLACED
37	305°28'50"	13.08	DH&W IN KERB	PLACED
37	32°18'30"	6.125	DH&W IN KERB	PLACED
38	32°18'30"	13.685	DH&W IN KERB	PLACED
38	317°41'30"	6.515	DH&W IN KERB	PLACED
39	310°48'20"	11.865	DH&W IN KERB	PLACED
39	34°46'20"	6.49	DH&W IN KERB	PLACED
40	34°55'30"	13.34	DH&W IN KERB	PLACED
40	25°20'40"	6.49	DH&W IN KERB	PLACED
40	24°25'	13.725	DH&W IN KERB	PLACED
41	25°17'30"	4.35	DH&W IN KERB	PLACED
42	25°29'20"	15.765	DH&W IN KERB	PLACED
42	16°58'50"	5.04	DH&W IN KERB	PLACED
43	157°13'10"	11.84	DH&W IN KERB	PLACED
43	28°21'30"	5.95	DH&W IN KERB	PLACED
43	260°24'30"	18.26	DH&W IN KERB	PLACED

SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	163°10'55"	26.585	26.585	658.3
2	165°21'35"	26.505	26.505	658.3
3	337°23'15"	12.5	12.5	6.75
4	338°33'15"	15	15	6.75
5	339°44'40"	15	15	6.75
6	340°54'45"	12.5	12.5	6.75
7	34°57'10"	10	10	6.75
8	34°30'40"	17.36	17.365	6.75
9	34°50'05"	27.165	27.165	6.75
10	163°42'00"	27.025	27.025	714.9
11	162°05'35"	17.205	17.205	714.9
12	160°34'15"	20.785	20.785	714.9
13	158°59'10"	18.79	18.79	714.9
14	157°29'00"	18.7	18.705	714.9
15	243°28'00"	8.425	8.425	133.35
16	74°42'25"	2.27	2.3	4.4
17	71°42'30"	3.925	3.97	7.6
18	224°46'50"	3.925	3.97	7.6
19	224°46'50"	2.27	2.3	4.4
20	164°48'25"	10.375	10.382	734.1
21	63°15'10"	6.445	6.445	15.65
24	153°17'40"	9.755	9.755	107.2
35	241°52'30"	12.09	12.095	131.35
36	173°25'45"	18.88	18.88	658.3

SEE SHEET 1 FOR COORDINATE SCHEDULE
SEE SHEET 1 FOR SSN CONNECTIONS

DANIEL JAMES HANNIGAN
SURVEYOR
CALBRE CONSULTING (NSW) P/L
Name
T: (02) 8088 5900
Date of Survey: 27/06/2018
Reference: 16-001970-STG2A
LPI File Ref:

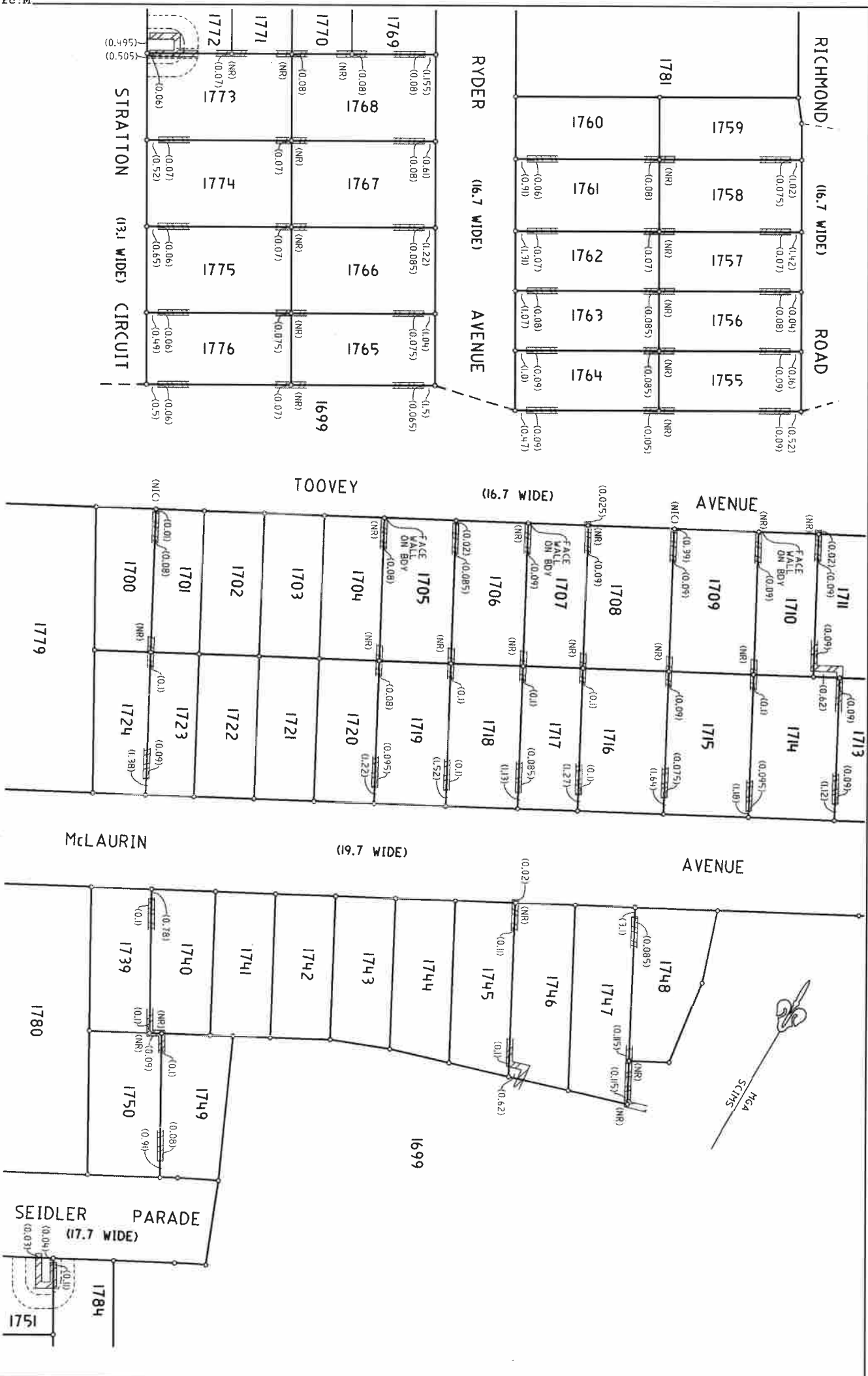
PLAN OF SUBDIVISION OF LOT 7 IN DP 123590 AND
LOT 14,92 IN DP 1225553

L.G.A.: CAMDEN
Locality: ORAN PARK
Reduction Ratio: 1
Lengths are in metres

Registered
19.06.2018

DP1225573

Ref:20171719 /Src:M



<u> </u>	DENOTES CONCRETE BLOCK RETAINING WALL 0.9' WIDE
(NR)	DENOTES NAIL IN CONCRETE BLOCK RETAINING WALL
(NIC)	DENOTES NAIL IN CONCRETE


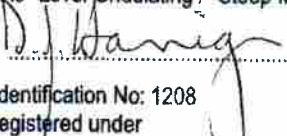

SURVEYOR DANIEL JAMES HANNIGAN
Name: CALIBRE CONSULTING (NSW) P/
T: (02) 8838 5000
Date of Survey: 27/04/2018
Reference: 16-001970-STG2A
LPI File Ref:

PLAN OF SUBDIVISION OF LOT 2 IN DP 1213590 AND
LOT 1492 in DP 1225553

L.G.A.:	CAMDEN
Locality:	ORAN PARK
Reduction Ratio:	1: 500
Lengths are in metres	

Registered
19.06.2018

DP1225573

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 6 sheet(s)	
<p>Registered:  19.06.2018</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p>DP1225573</p>		<p>Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 2 IN DP 1213590 AND LOT 1492 IN DP 1225553</p>		<p>LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND</p>			
<p>Survey Certificate</p> <p>I, DANIEL JAMES HANNIGAN of CALIBRE CONSULTING (NSW) P/L, L2, 2 BURBANK PLACE, NORWEST BUSINESS PARK BAULKHAM HILLS, NSW 2153. PH: 02 8808 5000 a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on or</p> <p>*(b) The part of the land shown in the plan excluding Lot 1699 was surveyed in accordance with the <i>Surveying and Spatial Information</i> <i>Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, 27/4/2018 the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 27.4.18</p> <p>Surveyor Identification No: 1208 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>			
		<p>Subdivision Certificate</p> <p>I, <u>Wesley Williams</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and</i> <i>Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number: Consent Authority: CAMDEN COUNCIL Date of endorsement: 31/05/2018 Subdivision Certificate number: 14.2015.1531.2 File number: DA No. 1531/2015</p> <p>*Strike through if inapplicable.</p>			
<p>Plans used in the preparation of survey/compilation. DP 1133602, DP 1149182, DP 1151500, DP 1208873, DP 1208874, DP 1208875, DP 1213590, DP 1217147, DP 1218055, DP 1225553</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE BANFIELD DRIVE, LILLYWHITE CIRCUIT, LOVEDAY STREET, McLAURIN AVENUE, RYDER AVENUE, RICHMOND ROAD, RODWELL ROAD, STRATTON CIRCUIT, SEIDLER PARADE AND TOOVEY AVENUE TO THE PUBLIC AS PUBLIC ROAD.</p>			
<p>Surveyor's Reference: 16-001970-STG2A</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>			

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

Registered:



19.06.2018

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**PLAN OF SUBDIVISION OF
 LOT 2 IN DP 1213590 AND
 LOT 1492 IN DP 1225553**

DP1225573

Subdivision Certificate number:

14.2015.1531.2

Date of Endorsement:

31/05/2018

This sheet is for the provision of the following information as required:

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

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

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (A)
2. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (C1)
3. EASEMENT FOR RIGHT OF ACCESS VARIABLE WIDTH (C2)
4. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L1)
5. EASEMENT FOR SUPPORT AND MAINTENANCE 1.0 WIDE (L2)
6. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L3)
7. RESTRICTION ON THE USE OF LAND 1.8 WIDE (U)
8. POSITIVE COVENANT 1.8 WIDE (V)
9. EASEMENT FOR PADMOUNT SUBSTATION 3.35 WIDE (P1)
10. EASEMENT FOR PADMOUNT SUBSTATION 4.35 WIDE (P2)
11. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (P3)
12. RESTRICTION ON THE USE OF LAND (R)
13. RESTRICTION ON THE USE OF LAND (S)
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND
17. RESTRICTION ON THE USE OF LAND
18. RESTRICTION ON THE USE OF LAND
19. RESTRICTION ON THE USE OF LAND
20. RESTRICTION ON THE USE OF LAND
21. RESTRICTION ON THE USE OF LAND


 Council Authorised Person

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO RELEASE:

1. EASEMENT FOR RIGHT OF ACCESS VARIABLE WIDTH CREATED BY DP 1225553


If space is insufficient use additional annexure sheet

Surveyor's Reference: 16-001970-STG2A

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Registered:  19.06.2018 Office Use Only

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PLAN OF SUBDIVISION OF
 LOT 2 IN DP 1213590 AND
 LOT 1492 IN DP 1225553

DP1225573


Subdivision Certificate number: 14, 2015, 1531.2

Date of Endorsement: 31/05/2018

This sheet is for the provision of the following information as required:

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

LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
1698	10	Dunstan	Street	Oran Park
1699	6	Richmond	Road	Oran Park
1700	25	Toovey	Avenue	Oran Park
1701	23	Toovey	Avenue	Oran Park
1702	21	Toovey	Avenue	Oran Park
1703	19	Toovey	Avenue	Oran Park
1704	17	Toovey	Avenue	Oran Park
1705	15	Toovey	Avenue	Oran Park
1706	13	Toovey	Avenue	Oran Park
1707	11	Toovey	Avenue	Oran Park
1708	9	Toovey	Avenue	Oran Park
1709	7	Toovey	Avenue	Oran Park
1710	5	Toovey	Avenue	Oran Park
1711	3	Toovey	Avenue	Oran Park
1712	1	Toovey	Avenue	Oran Park
1713	10	McLaurin	Avenue	Oran Park
1714	12	McLaurin	Avenue	Oran Park
1715	14	McLaurin	Avenue	Oran Park
1716	16	McLaurin	Avenue	Oran Park
1717	18	McLaurin	Avenue	Oran Park
1718	20	McLaurin	Avenue	Oran Park
1719	22	McLaurin	Avenue	Oran Park
1720	24	McLaurin	Avenue	Oran Park
1721	26	McLaurin	Avenue	Oran Park
1722	28	McLaurin	Avenue	Oran Park
1723	30	McLaurin	Avenue	Oran Park
1724	32	McLaurin	Avenue	Oran Park
1725	33	Rodwell	Road	Oran Park
1726	35	Rodwell	Road	Oran Park
1727	37	Rodwell	Road	Oran Park
1728	39	Rodwell	Road	Oran Park


 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16-001970-STG2A

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Registered:  19.06.2018

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PLAN OF SUBDIVISION OF
LOT 2 IN DP 1213590 AND
LOT 1492 IN DP 1225553

DP1225573


Subdivision Certificate number: 14.2015.1531.2

Date of Endorsement: 31/05/2018

This sheet is for the provision of the following information as required:

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

LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
1729	41	Rodwell	Road	Oran Park
1730	43	Rodwell	Road	Oran Park
1731	8	McLaurin	Avenue	Oran Park
1732	6	McLaurin	Avenue	Oran Park
1733	4	McLaurin	Avenue	Oran Park
1734	2	McLaurin	Avenue	Oran Park
1735	60	Banfield	Drive	Oran Park
1736	58	Banfield	Drive	Oran Park
1737	56	Banfield	Drive	Oran Park
1738	54	Banfield	Drive	Oran Park
1739	25	McLaurin	Avenue	Oran Park
1740	23	McLaurin	Avenue	Oran Park
1741	21	McLaurin	Avenue	Oran Park
1742	19	McLaurin	Avenue	Oran Park
1743	17	McLaurin	Avenue	Oran Park
1744	15	McLaurin	Avenue	Oran Park
1745	13	McLaurin	Avenue	Oran Park
1746	11	McLaurin	Avenue	Oran Park
1747	9	McLaurin	Avenue	Oran Park
1748	7	McLaurin	Avenue	Oran Park
1749	68	Seidler	Parade	Oran Park
1750	70	Seidler	Parade	Oran Park
1751	69	Richmond	Road	Oran Park
1752	71	Richmond	Road	Oran Park
1753	73	Richmond	Road	Oran Park
1754	75	Richmond	Road	Oran Park
1755	66	Richmond	Road	Oran Park
1756	64	Richmond	Road	Oran Park
1757	62	Richmond	Road	Oran Park
1758	60	Richmond	Road	Oran Park
1759	58	Richmond	Road	Oran Park


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Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16-001970-STG2A

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Registered:



19.06.2018

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PLAN OF SUBDIVISION OF
 LOT 2 IN DP 1213590 AND
 LOT 1492 IN DP 1225553

DP1225573

Subdivision Certificate number: 14.2015.1531.2

Date of Endorsement: 31/05/2018

This sheet is for the provision of the following information as required:

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

LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
1760	26	Ryder	Avenue	Oran Park
1761	24	Ryder	Avenue	Oran Park
1762	22	Ryder	Avenue	Oran Park
1763	20	Ryder	Avenue	Oran Park
1764	18	Ryder	Avenue	Oran Park
1765	15	Ryder	Avenue	Oran Park
1766	17	Ryder	Avenue	Oran Park
1767	19	Ryder	Avenue	Oran Park
1768	21	Ryder	Avenue	Oran Park
1769	78	Stratton	Circuit	Oran Park
1770	76	Stratton	Circuit	Oran Park
1771	74	Stratton	Circuit	Oran Park
1772	72	Stratton	Circuit	Oran Park
1773	70	Stratton	Circuit	Oran Park
1774	68	Stratton	Circuit	Oran Park
1775	66	Stratton	Circuit	Oran Park
1776	64	Stratton	Circuit	Oran Park
1777	103	Lillywhite	Circuit	Oran Park
1778	43	Loveday	Street	Oran Park
1779	27	Toovey	Avenue	Oran Park
1780	27	McLaurin	Avenue	Oran Park
1781	80	Stratton	Circuit	Oran Park
1782	53	Richmond	Road	Oran Park
1783	102	Lillywhite	Circuit	Oran Park
1784	65	Seidler	Parade	Oran Park


 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16-001970-STG2A

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Registered:



19.06.2018

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PLAN OF SUBDIVISION OF
LOT 2 IN DP 1213590 AND
LOT 1492 IN DP 1225553

DP1225573

Subdivision Certificate number: 14.2015.1531.2

Date of Endorsement: 31/05/2018

This sheet is for the provision of the following information as required:

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

Executed by Leppington Pastoral Company Pty Ltd (ACN 000 420 404):

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for Leppington Pastoral Company Pty Ltd (ACN 000 420 404).

Signature of attorney:

Mark Perich

Signature of attorney:

Nathan Whishaw

Name and position of attorney:

MARK PERICH

Name and position of attorney:

NATHAN WHISHAW

Power of attorney:

Book 4697 No 601

Power of attorney:

Book 4697 No 601

Signature of witness:

Shawn Van Duzer

Signature of witness:

Shawn Van Duzer

Name of witness:

SHAWN VAN DUZER

Name of witness:

SHAWN VAN DUZER

Address of witness:

PETER BRACK DA
ORAN PARK NSW

Address of witness:

PETER BRACK DA
ORAN PARK

WJH
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16-001970-STG2A

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

LENGTHS ARE IN METRES

Sheet 1 of 21 Sheets

Plan:

DP1225573

Plan of Subdivision of Lot 2 in DP 1213590 and Lot 1492 in DP 1225553
 Covered by Subdivision Certificate No.
 Dated

Full name and address of the owner of the land:

Lot 2 in DP 1213590 and Lot 1492 in DP 1225553

Leppington Pastoral Company Pty Ltd
 (ACN 000 420 404)
 5 Peter Brock Drive
 Oran Park NSW 2570

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Drainage of Water 1.5 wide (A)	1713 1714 1715 1716 1717 1705 1719 1720 1721 1722 1723 1726 1738 1737 1736 1731 1732 1733 1754 1753 1752 1755	1714 – 1718 Inclusive 1715 – 1718 Inclusive 1716 – 1718 Inclusive 1717 and 1718 1718 1719 -1724 Inclusive 1720 -1724 Inclusive 1721 -1724 Inclusive 1722 -1724 Inclusive 1723 and 1724 1724 1735 -1738 Inclusive 1735 -1737 Inclusive 1736 and 1735 1735 1732 – 1734 Inclusive 1733 and 1734 1734 1751 -1753 Inclusive 1751 and 1752 1751 1760 – 1764 Inclusive

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 Council Authorised Person

LENGTHS ARE IN METRES

Sheet 2 of 21 Sheets

Plan:

DP1225573

Plan of Subdivision of Lot 2 in DP 1213590 and
Lot 1492 in DP 1225553
Covered by Subdivision Certificate No.
Dated

**Part 1 (Creation)
(Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. (Cont.)	Easement for Drainage of Water 1.5 wide (A)	1764 1763 1762 1761 1769 1770 1741 1740 1776 1775 1774 1699	1760 – 1763 Inclusive 1760 – 1762 Inclusive 1760 and 1761 1760 1770 and 1771 1771 1739 and 1740 1739 1773 – 1775 Inclusive 1773 and 1774 1773 1739 – 1741 Inclusive 1751 – 1754 Inclusive 1773 – 1776 Inclusive and 1784
2.	Easement for Drainage of Water variable width (C1)	Part 1699 designated (C1) on the Plan	Camden Council
3.	Easement for Right of Access variable width (C2)	Part 1699 designated (C2) on the Plan	Camden Council
4.	Easement for Support and Maintenance 0.9 wide (L1)	1700 1701 1704 1705 1706 1707 1708 1709	1701 1700 1705 1706 1707 1708 1709 1710

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Council Authorised Person

LENGTHS ARE IN METRES

Sheet 3 of 21 Sheets

Plan:

DP1225573

Plan of Subdivision of Lot 2 in DP 1213590 and
 Lot 1492 in DP 1225553

Covered by Subdivision Certificate No.
 Dated

**Part 1 (Creation)
 (Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4. (Cont.)	Easement for Support and Maintenance 0.9 wide (L1)	1710 1714 1715 1716 1717 1718 1719 1720 1723 1724 1746 1748 1755 1756 1757 1758 1761 1762 1763 1764 1765 1766 1767 1768 1773 1774 1775 1776 1699	1711 1713 1714 1715 1716 1717 1718 1719 1724 1723 1745 1747 1756 1757 1758 1759 1760 1761 1762 1763 1766 1767 1768 1769 and 1770 1771 and 1772 1773 1774 1775 1747 1755 1764 1765 1776
5.	Easement for Support and Maintenance 1.0 wide (L2)	1739 1740 1745	1740 and 1750 1739, 1749 and 1750 1746



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 Council Authorised Person

LENGTHS ARE IN METRES

Sheet 4 of 21 Sheets

Plan:

DP1225573

**Plan of Subdivision of Lot 2 in DP 1213590 and
 Lot 1492 in DP 1225553**

Covered by Subdivision Certificate No.

Dated

**Part 1 (Creation)
 (Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
5. (Cont.)	Easement for Support and Maintenance 1.0 wide (L2)	1747	1748 and Part 1699 designated (L8) on the Plan
		1749	1740 and 1750
		1750	1739, 1740, and 1749
		1755	Part 1699 designated (L7) on the Plan
		1756	1755
		1757	1756
		1758	1757
		1759	1758
		1760	1761
		1761	1762
		1762	1763
		1763	1764
		1764	Part 1699 designated (L6) on the Plan
		1765	Part 1699 designated (L5) on the Plan
		1766	1765
		1767	1766
		1768	1767
		1769	1768
		1770	1768
		1771	1773
		1772	1773
		1773	1774
		1774	1775
		1775	1776
		1776	Part 1699 designated (L4) on the Plan

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 Council Authorised Person

LENGTHS ARE IN METRES

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Plan:

DP1225573

Plan of Subdivision of Lot 2 in DP 1213590 and
Lot 1492 in DP 1225553

Covered by Subdivision Certificate No.
Dated

**Part 1 (Creation)
(Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
6.	Easement for Support and Maintenance 0.9 wide (L3)	1705 1706 1707 1708 1709 1710 1711 1713 1714 1715 1716 1717 1718 1719	1704 1705 1706 1707 1708 1709 1710 1714 1715 1716 1717 1718 1719 1720
7.	Restriction on the Use of Land 1.8 wide (U)	Part Lots 1711 and 1746 designated (U) on the Plan	Camden Council
8.	Positive Covenant 1.8 wide (V)	Part Lots 1711 and 1746 designated (V) on the Plan	Camden Council
9.	Easement for Padmount Substation 3.35 wide (P1)	1772 and 1773	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
10.	Easement for Padmount Substation 4.35 wide (P2)	1751 and 1784	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
11.	Easement for Padmount Substation 2.75 wide (P3)	Part Lot 1699 designated (P3) on the Plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.

LENGTHS ARE IN METRES

Sheet 6 of 21 Sheets

Plan:

DP1225573

Plan of Subdivision of Lot 2 in DP 1213590 and
Lot 1492 in DP 1225553
Covered by Subdivision Certificate No.
Dated

**Part 1 (Creation)
(Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
12.	Restriction on the Use of Land (R)	Part of each of the Lots: 1748,1751, 1772, 1773, 1784 and 1699 designated (R) on the Plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
13.	Restriction on the Use of Land (S)	Part of each of the Lots: 1748,1751, 1772, 1773, 1784 and 1699 designated (S) on the Plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
14.	Restriction on the Use of Land	1769 – 1776 Inclusive	Camden Council
15.	Restriction on the Use of Land	1769 – 1777 Inclusive	Camden Council
16.	Restriction on the Use of Land	Each Lot except 1698 and 1699	Camden Council
17.	Restriction on the Use of Land	Each Lot except 1698 and 1699	Every other Lot except 1698 and 1699
18.	Restriction on the Use of Land	1700 – 1731 Inclusive, 1735 – 1750 Inclusive and 1755 – 1781 Inclusive	Camden Council

LENGTHS ARE IN METRES

Sheet 7 of 21 Sheets

Plan:

DP1225573

Plan of Subdivision of Lot 2 in DP 1213590 and
 Lot 1492 in DP 1225553
 Covered by Subdivision Certificate No.
 Dated

**Part 1 (Creation)
 (Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
19.	Restriction on the Use of Land	Each Lot except 1698 and 1699	Every other Lot except 1698 and 1699
20.	Restriction on the Use of Land	Each Lot except 1698 and 1699	Every other Lot except 1698 and 1699
21.	Restriction on the Use of Land	1700 – 1708 Inclusive, 1710 – 1713 inclusive, 1716 - 1735 Inclusive, 1737 - 1767 Inclusive, 1769 – 1774 Inclusive and 1776 – 1784 Inclusive	Every other Lot except 1698 and 1699


 Council Authorised Person



LENGTHS ARE IN METRES

Sheet 8 of 21 Sheets

Plan:


DP1225573

Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590

Covered by Subdivision Certificate No.
Dated

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Right of Access variable width created by DP 1225553	1492/1225553	Camden Council


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Council Authorised Person



LENGTHS ARE IN METRES

Sheet 9 of 21 Sheets

Plan:

DP1225573

**Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590
Covered by Subdivision Certificate No.
Dated**

Part 2 (Terms)

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

Terms of Easement for Drainage of Water designated (A) on the Plan as per Part 8 Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

1. No alteration to surface levels of the site of the easement shall be permitted without the consent of Camden Council being firstly obtained.

Name of Persons or Authority whose consent is required to release, vary or modify the Easement for Drainage of Water numbered one (1) in the plan: Camden Council.

2. Terms of Easement for Drainage of Water numbered 2 in the plan:

Terms of Easement for Drainage of Water designated (C1) on the Plan as per Part 7 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

2. The easement will be extinguished upon the extension of the adjoining public stormwater network to which it relates.

Name of Persons or Authority empowered to release, vary or modify the Easement for Drainage of Water numbered two (2) in the plan: Camden Council.

3. Terms of Easement for Right of Access numbered 3 in the plan:

Terms of Right of Access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act 1993 for the purposes of providing access across the easement site.
2. The easement site is made accessible to the public.
3. The easement will be extinguished upon the extension of the adjoining public road to which it relates.

Name of Persons or Authority empowered to release, vary or modify the Easement for Right of Access numbered three (3) in the plan: Camden Council.

4. Terms of Easement for Support and Maintenance numbered 4 in the plan:

The full right and liberty at all times hereafter to have the retaining wall and any associated fencing within, on or over the area designated (L1) on the plan, existing at the time of registration of this plan, supported PROVIDED THAT the registered proprietors of the lots hereby burdened, or their assigns, must:-

- (a) maintain the retaining wall and any associated fencing within, on or over the area designated (L1) on the plan in good order at all times. If the retaining wall is not maintained to the

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Council Authorised Person

LENGTHS ARE IN METRES

Sheet 10 of 21 Sheets

Plan:

DP1225573

**Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590
Covered by Subdivision Certificate No.
Dated**

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

satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.

- (b) ensure that no alteration to the type, size or location of the retaining wall within, on or over the area designated (L1) on the plan, shall be permitted without the prior written consent of Camden Council.
- (c) ensure that no structure shall be permitted to be constructed within on or over the area designated (L1) on the plan unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice from a qualified Geotechnical Consultant approved by Camden Council.
- (d) ensure that no person shall alter, remove or destroy the retaining wall or any soil, planting or associated fencing within the area designated (L1) on the plan without the prior written consent of Camden Council.

**Name of Persons or Authority whose consent is required to release, vary or modify the Easement for Support and Maintenance numbered four (4) in the plan:
Camden Council.**

5. Terms of Easement for Support and Maintenance numbered 5 in the plan:

The full right and liberty at all times hereafter to have the retaining wall and any associated fencing within, on or over the area designated (L2) on the plan, existing at the time of registration of this plan, supported PROVIDED THAT the registered proprietors of the lots hereby burdened, or their assigns, must:-

- (a) maintain the retaining wall and any associated fencing within, on or over the area designated (L2) on the plan in good order at all times. If the retaining wall is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.
- (b) ensure that no alteration to the type, size or location of the retaining wall within, on or over the area designated (L2) on the plan, shall be permitted without the prior written consent of Camden Council.
- (c) ensure that no structure shall be permitted to be constructed within on or over the area designated (L2) on the plan unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice from a qualified Geotechnical Consultant approved by Camden Council.
- (d) ensure that no person shall alter, remove or destroy the retaining wall or any soil, planting or associated fencing within the area designated (L2) on the plan without the prior written consent of Camden Council.

**Name of Persons or Authority whose consent is required to release, vary or modify the Easement for Support and Maintenance numbered five (5) in the plan:
Camden Council.**

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Council Authorised Person

LENGTHS ARE IN METRES

Sheet 11 of 21 Sheets

Plan:

DP1225573

**Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590
Covered by Subdivision Certificate No.
Dated**

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

6. Terms of Easement for Support and Maintenance numbered 6 in the plan:

The full right and liberty at all times hereafter to have the retaining wall and any associated fencing within, on or over the area designated (L3) on the plan, existing at the time of registration of this plan, supported PROVIDED THAT the registered proprietors of the lots hereby burdened, or their assigns, must:-

- (a) maintain the retaining wall and any associated fencing within, on or over the area designated (L3) on the plan in good order at all times. If the retaining wall is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.
- (b) ensure that no alteration to the type, size or location of the retaining wall within, on or over the area designated (L3) on the plan, shall be permitted without the prior written consent of Camden Council.
- (c) ensure that no structure shall be permitted to be constructed within on or over the area designated (L3) on the plan unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice from a qualified Geotechnical Consultant approved by Camden Council.
- (d) ensure that no person shall alter, remove or destroy the retaining wall or any soil, planting or associated fencing within the area designated (L3) on the plan without the prior written consent of Camden Council.

Name of Persons or Authority whose consent is required to release, vary or modify the Easement for Support and Maintenance numbered six (6) in the plan:
Camden Council.

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

- (a) No alteration to the type, size or location of the retaining wall within, on or over the area designated (U) on the Plan, existing at the time of registration of this Plan, shall be permitted without the prior written consent of Camden Council.
- (b) No structure shall be permitted to be constructed within on or over the area designated (U) on the plan unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice from a qualified Geotechnical Consultant approved by Camden Council.
- (c) No person shall alter, remove or destroy the retaining wall or any soil, planting or associated fencing within the area designated (U) on the Plan without the prior written consent of Camden Council.

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered seven (7) in the plan: Camden Council.

LENGTHS ARE IN METRES

Sheet 12 of 21 Sheets

Plan:

DP1225573

Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590
Covered by Subdivision Certificate No.
Dated

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

8. Terms of Positive Covenant numbered 8 in the plan:

The land owners or their assigns must maintain the retaining wall and any associated fencing within, on or over the area designated (V) on the Plan in good order at all times. If the retaining wall is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner. The extent of this positive covenant is limited to the area designated (V) on the Plan.

Name of Persons or Authority empowered to release, vary or modify the Positive Covenant numbered eight (8) in the plan: Camden Council.

9. Terms of Easement for Padmount Substation numbered 9, 10 and 11 in the plan:

The terms set out in Memorandum No. AK104621 registered at NSW Land Registry Services are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

10. Terms of Restriction on the Use of Land numbered 12 in the plan:

10.1 Definitions:

- a) 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.
- b) building means a substantial structure with a roof and walls and includes any projections from the external walls.
- c) erect includes construct, install, build and maintain.
- d) restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.


10.2 No building shall be erected or permitted to remain within the restriction site unless:

- a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- c) the owner provides the authority benefited with an engineer's certificate to this effect.

10.3 The fire ratings mentioned in clause 10.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

10.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System




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Council Authorised Person

LENGTHS ARE IN METRES

Sheet 13 of 21 Sheets

Plan:

DP1225573

**Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590**

**Covered by Subdivision Certificate No.
Dated**

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

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

11. Terms of Restriction on the Use of Land numbered 13 in the plan:

11.1 Definitions:


- a) **erect** includes construct, install, build and maintain.
- b) **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

11.2 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

11.3 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

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


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Council Authorised Person

LENGTHS ARE IN METRES

Sheet 14 of 21 Sheets

Plan:

DP1225573

**Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590
Covered by Subdivision Certificate No.
Dated**

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

Name of Authority empowered to release, vary or modify the Easement for Padmount Substation numbered nine (9), ten (10) and eleven (11) in the plan and the Restrictions numbered twelve (12) and thirteen (13) in the plan: Epsilon Distribution Ministerial Holding Corporation.

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

12. Terms of Restriction on the Use of Land numbered 14 in the plan:

No fencing shall be constructed or be permitted to be constructed or remain on the Lots hereby burdened unless:

- a) acoustically rated side setback fencing, as determined by a design specific acoustic assessment, is required for Lots 1769 – 1776 where dwelling side setbacks are greater than 1.5 metres from either or both side boundaries.
- b) acoustically rated side setback fencing to secondary road frontages, as determined by a design specific acoustic assessment, is required for the corner Lot 1772 where dwelling setback to the secondary road frontage is greater than 3.0 metres.

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered fourteen (14) in the plan: Camden Council.

13. Terms of Restriction on the Use of Land numbered 15 in the plan:

No dwelling shall be constructed or be permitted to be constructed or remain on the Lots hereby burdened unless:

- a) The dwelling footprint, boundary setbacks, external noise levels and dwelling design are consistent with "Appendix B Noise Modelling Results" and plans "Fig no TD029-41P06 R1", identified in the "Road traffic Noise Assessment Tranche 32 Oran Park, Prepared by Renzo Tonin, Ref no TD029-41F04T32 (version 2) Road Traffic Noise Assessment, Dated 15 June 2017."

The side setbacks for all dwellings on the burdened lots must be no greater than 1.5 metres. In addition, the relevant private open space area must be protected from the road traffic noise source and comply with DECC's Environmental Criteria For Road Traffic Noise. Compliance with the above is to be demonstrated for each dwelling application.

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Council Authorised Person

LENGTHS ARE IN METRES

Sheet 15 of 21 Sheets

Plan:

DP1225573

**Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590
Covered by Subdivision Certificate No.
Dated**

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

- b) The dwelling layout for all burdened Lots should be consistent with "Section 6.1 Building Layout" contained within the *"Road traffic Noise Assessment Tranche 32 Oran Park, Prepared by Renzo Tonin, Ref no TD029-41F04T32 (version 2) Road Traffic Noise Assessment, Dated 15 June 2017."*
For all burdened Lots, the internal noise levels contained within the current Camden Growth Centres Precinct DCP incorporating Schedule 4 Catherine Fields (Part) Precinct must be achieved for each dwelling.
- c) The construction requirements, window and door treatments, and internal noise levels should be consistent with "Section 6 – Noise Control Treatment Recommendations" and "Table 6 – Acoustic Construction for Treatment Categories" contained within the *"Road traffic Noise Assessment Tranche 32 Oran Park, Prepared by Renzo Tonin, Ref no TD029-41F04T32 (version 2) Road Traffic Noise Assessment, Dated 15 June 2017."*
For all burdened Lots, the internal noise levels contained within the current Camden Growth Centres Precinct DCP incorporating Schedule 4 Catherine Fields (Part) Precinct must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.
- d) The dwellings constructed on all burdened Lots shall comply as follows:
All facades in the report, *"Road traffic Noise Assessment Tranche 32 Oran Park, Prepared by Renzo Tonin, Ref no TD029-41F04T32 (version 2) Road Traffic Noise Assessment, Dated 15 June 2017."* may require windows to be closed (but not necessarily sealed) to meet internal noise criteria. As a result, the provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required. Compliance with the above ventilation requirement is to be demonstrated for each dwelling application on the affected lots.

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered fifteen (15) in the plan: Camden Council.

14. Terms of Restriction on the Use of Land numbered 16 in the plan:

No development shall be permitted on the Lots hereby burdened unless all proposed construction works that includes earthworks, imported fill, landscaping, roads, buildings, and associated infrastructure proposed to be constructed on the land must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan/s within the reports titled *"Report on Salinity Investigation and Management Plan: Proposed Residential Subdivision: Tranche 31 - 34 Oran Park South, Prepared by Douglas partners, Project No 76618.37-2, Dated November 2015."*

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered sixteen (16) in the plan: Camden Council.




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Council Authorised Person

LENGTHS ARE IN METRES

Sheet 16 of 21 Sheets

Plan:

DP1225573

Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590
Covered by Subdivision Certificate No.
Dated

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

15. Terms of Restriction on the Use of Land numbered 17 in the plan:

- (a) No fence shall be erected on each Lot burdened to divide it from any adjoining land owned by Leppington Pastoral Company Pty Ltd without the written consent of Leppington Pastoral Company Pty Ltd or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to Leppington Pastoral Company Pty Ltd or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Leppington Pastoral Company Pty Ltd or its successors other than purchasers on sale.
- (b) No advertisement hoarding sign or matter shall be displayed or erected on each Lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Greenfields Development Company No. 2 Pty Ltd or its successors.

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered seventeen (17) in the plan: Greenfields Development Company No. 2 Pty Ltd.

16. Terms of Restriction on the Use of Land numbered 18 in the plan:

No dwelling shall be permitted to be constructed on the Lots burdened unless the footings have been designed by a suitably qualified civil and/or structural engineer.

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered eighteen (18) in the plan: Camden Council.

17. Terms of Restriction on the Use of Land numbered 19 in the plan:

No development shall occur on any Lot hereby burdened unless such development is in accordance with the Oran Park Housing Guidelines 2010 Version 1.

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered nineteen (19) in the plan: Greenfields Development Company No. 2 Pty Ltd.


.....
Council Authorised Person

LENGTHS ARE IN METRES

Sheet 17 of 21 Sheets

Plan:

DP1225573

**Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590
Covered by Subdivision Certificate No.
Dated**

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

18. Terms of Restriction on the Use of Land numbered 20 in the plan:

18.1 The registered proprietor of the lot burdened must not assign his/her interest in the lot burdened unless:

- (a) a dwelling has been constructed on the lot burdened and an Occupation Certificate has issued;
- (b) where the dwelling has not been constructed:
 - (i) the registered proprietor of the lot burdened obtains the prior written consent of the Original Developer to the assignment (which may be refused or granted with conditions in the absolute discretion of the original developer) and
 - (ii) the registered proprietor of the lot burdened, the Original Developer and the assignee enter into an Assignee's Deed of Covenant prior to any assignment of the lot burdened.

18.2 The following definitions apply to the terms used in this restriction:

- (a) **Assign, Assigned or Assignment** as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.
- (b) **Assignee** means a party to which the owner of the lot burdened has Assigned, or agreed to Assign, the lot burdened.
- (c) **Assignee's Deed of Covenant** means a deed of covenant as required by the Vendor.
- (d) **Occupation Certificate** means a certificate issued pursuant to S109(1)(c) of the Environmental Planning & Assessment Act, 1979
- (e) **Original Developer** means Greenfields Development Company No. 2 Pty Limited.

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered twenty (20) in the plan: Greenfields Development Company No.2.

MP MW

[Signature]
.....
Council Authorised Person

LENGTHS ARE IN METRES

Sheet 18 of 21 Sheets

Plan:

DP1225573

**Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590
Covered by Subdivision Certificate No.
Dated**

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

19. Terms of Restriction on the Use of Land numbered 21 in the plan:

19.1. The owner of the lot burdened must not undertake or allow to be undertaken, any Prohibited Development on the lot, notwithstanding the permissibility of the Prohibited Development as defined in this restriction unless the owner of the Lot obtains the written consent of the Original Developer to the subdivision (which may be refused or granted with conditions in the absolute discretion of the Original Developer).

(f) Prohibited Development means

- (i) any subdivision of the lot (including a strata or deposited plan subdivision); and/or
- (ii) the erection of a 'dual occupancy' being:
 - (A) two (2) dwellings on one (1) lot of land that are attached to each other; and
 - (B) two (2) detached dwellings on one (1) lot of land,

but does not include a Secondary Dwelling.

Secondary Dwelling means a dwelling with the total floor area (excluding any area used for parking) not exceeding whichever of the following is greater:

- (i) 60m²; or
- (ii) twenty-five per cent (25%) of the total floor area of the Home.

19.2. The following definitions apply to the terms used in this restriction:

- (a) **Original Developer means Greenfields Development Company No. 2 Pty Limited.**

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered twenty-one (21) in the plan: Greenfields Development Company No. 2.




.....
Council Authorised Person

* LENGTHS ARE IN METRES

Sheet 19 of 21 Sheets

Plan:

DP1225573

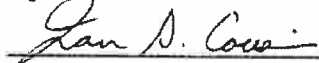
**Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590
Covered by Subdivision Certificate No.
Dated**

Seals & Signatures

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:



Signature of attorney:



Name of witness:

IAN STEWART COUSIN

Name and position of attorney:

Helen Smith
Manager Property & Fleet

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:

Book 4734 No 883

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS17795

Date of signature:

27 March 2018



LENGTHS ARE IN METRES

Sheet 20 of 21 Sheets

Plan:

DP1225573

Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590
Covered by Subdivision Certificate No.
Dated

Seals & Signatures

Execution by Camden Council

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

WJW
Signature of Delegate

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

Shane Morgan
Signature of Witness

Shane Morgan
Name of Witness

Cl. Camden Council

70 Central Avenue Glen Park
Address of Witness

mt MW

LENGTHS ARE IN METRES

Sheet 21 of 21 Sheets

Plan:

DP1225573

Plan of Subdivision of Lot 1492 in DP 1225553
and Lot 2 in DP 1213590

Covered by Subdivision Certificate No.
Dated

Seals & Signatures

Executed by **Leppington Pastoral Company Pty Ltd (ACN 000 420 404):**

Signature of attorney:

Mark Perich

Name and position of attorney:

MARK PERICH

Power of attorney:

Book **4697** No **601**

Signature of witness:

Shawn Van Duijn

Name of witness:

SHAWN VAN DUIJN

Address of witness:

PETER BROCK ON

ORAN PARK NSW

Signature of attorney:

Nathan Whishaw

Name and position of attorney:

NATHAN WHISHAW

Power of attorney:

Book **4697** No **601**

Signature of witness:

Shawn Van Duijn

Name of witness:

SHAWN VAN DUIJN

Address of witness:

PETER BROCK ON

ORAN PARK NSW

Executed by **Greenfields Development Company No. 2 Pty Ltd (ACN 133 939 965):**

Signature of attorney:

Mark Perich

Name and position of attorney:

MARK PERICH

Power of attorney:

Book **4697** No **604**

Signature of witness:

Shawn Van Duijn

Name of witness:

SHAWN VAN DUIJN

Address of witness:

PETER BROCK ON

ORAN PARK NSW

Signature of attorney:

Nathan Whishaw

Name and position of attorney:

NATHAN WHISHAW

Power of attorney:

Book **4697** No **604**

Signature of witness:

Shawn Van Duijn

Name of witness:

SHAWN VAN DUIJN

Address of witness:

PETER BROCK ON

ORAN PARK NSW

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Applicant: Coutts Solicitors & Conveyancers
PO Box 255
NARELLAN NSW 2567

Certificate number:	20192806
Receipt number:	2098728
Property number:	1178896
Certificate date:	05/08/2019
Certificate fee:	\$53.00
Applicant's reference:	20191500

DESCRIPTION OF PROPERTY

Title: LOT: 1701 DP: 1225573
Property: 23 Toovey Avenue ORAN PARK 2570

BACKGROUND INFORMATION

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

1 Names of relevant planning instruments and DCPs

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

Local Environmental Plans (LEP's)

The subject land is not within a Local Environmental Plan.

State Environmental Planning Policies (SEPP's)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Sydney Region Growth Centres) 2006

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Primary Production and Rural Development) 2019

Note: The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

Deemed State Environmental Planning Policies (SEPP's)

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1996)

Sydney Regional Environmental Plan No 20 - Hawkesbury - Nepean River (No 2 - 1997)

- (2) **The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).**

Draft Local Environmental Plan (LEP's)

The subject land is not affected by an exhibited Draft Local Environmental Plan.

Draft State Environmental Planning Policy (SEPP's)

SEPP (Exempt and Complying Development Codes) 2008 Amendment (Proposed Housekeeping Amendments)

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

Note: The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

- (3) **The name of each development control plan that applies to the carrying out of development on the land.**

Camden Growth Centre Precincts Development Control Plan, as amended

- (4) **In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.**

2/2A Zoning and land use under relevant Local Environmental Plan, and/or under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.

Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the *State*

Environmental Planning Policy (Sydney Region Growth Centres) 2006. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

A. R2 LOW DENSITY RESIDENTIAL

CAMDEN GROWTH CENTRES PRECINCT PLAN

Objectives of zone

- * To provide for the housing needs of the community within a low density residential environment.
- * To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- * To allow people to carry out a reasonable range of activities from their homes where such activities are not likely to adversely affect the living environment of neighbours.
- * To support the well-being of the community by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.
- * To provide a diverse range of housing types to meet community housing needs within a low density residential environment.

B. Permitted without consent

Home-based child care; Home occupations

C. Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental Facilities; Environmental protection; works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals; Waterbodies (artificial)

D. Prohibited

Any development not specified in item B or C.

E. Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed

R2 Low Density Residential: Clause 4.1AB of Camden Growth Centres Precinct Plan fixes a minimum 300m² for the erection of a dwelling house, however exceptions apply in circumstances as specified under clauses 4.1AD, 4.1AE and 4.1AF for minimum land dimensions of 250m² and minimum 200m².

F. Whether the land includes or comprises critical habitat

No.

G. Whether the land is in a conservation area (however described)

No.

H. Whether an item of environmental heritage (however described) is situated on the land.

No.

3 Complying development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.**
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.**
- (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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**

Housing Code

Complying Development MAY be carried out on the land.

Low Rise Medium Density Housing Code

Complying Development MAY NOT be carried out on the land.

Note: It should be noted that the Low Rise Medium Density Housing Code does not apply to the Camden Local Government Area. Under Clause 3B.63 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, land within Camden Council is a deferred area. This clause ceases to have effect on 31 October 2019

Rural Housing Code

Complying development MAY be carried out on the land.

Greenfield Housing Code

Complying Development MAY be carried out on the land.

Note: It should be noted that the Greenfield Housing Code does not apply to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area.

Housing Alterations Code

Complying development MAY be carried out on the land.

General Development Code

Complying development MAY be carried out on the land.

Subdivision Code

Complying development MAY be carried out on the land.

Demolition Code

Complying development MAY be carried out on the land.

Commercial and Industrial Alterations Code

Complying development MAY be carried out on the land.

Commercial and Industrial New Buildings and Additions Code

Complying development MAY be carried out on the land.

Fire Safety Code

Complying development MAY be carried out on the land.

Note: This certificate only addresses the exclusions raised in clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of SEPP (Exempt and Complying Development Codes) 2008.

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.

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Not Applicable.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No.

6 Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

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

No.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by the council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

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.

Bushfire

The land is not affected by the provisions of a Development Control Plan and by Planning for Bushfire Protection 2006 (NSW Rural Fire Service) that may restrict the development of the 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 or any other risk.

Acid sulphate 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 sulphate soils.

Other risk

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.

Salinity:

Council's policy 'Building in a Salinity Prone Environment' applies to the whole of the council area. The policy includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. A copy of the policy is available on Council's website.

7A Flood related development controls information

- (a) **Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi-dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.**

The subject land is not affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.

- (b) **Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.**

The subject land is not affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.

- (3) **Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.**

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No.

9 Contributions plans

The name of each contributions plan applying to the land

Catherine Fields (Part) Precinct Section 7.11 Contributions Plan

9A Bio-diversity certified land

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

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

The land is not biodiversity certified under Part 8 of the *Biodiversity Conservation Act 2016* or Part 7AA of the *Threatened Species Conservation Act 1995*.

The land however is subject to biodiversity certification as described in Schedule 7 Part 7 “Bio-certification of Sydney Region Growth Centre State Environmental Planning Policy and related Environmental Planning Instruments” in the *Threatened Species Conservation Act 1995*, which remains in force under the *Biodiversity (Savings and Transitional) Regulation 2017*. Further information is available at:

<http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/South-West-Priority-Growth-Area/Key-actions-and-documents>

10 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No.

10A Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No.

11 Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

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

None of the land is shown to be bushfire prone land in Council's records.

12 Property vegetation plans

If the land is land to which a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, 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.

13 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.

14 Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No.

15 Site compatibility certificates and conditions for seniors housing

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies.

- (a) Is there a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land?

No.

- (b) Are there any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

It is the responsibility of the person who benefits from a development consent to ascertain the validity of the development consent within the meaning of section 4.19 and section 4.53 of the Environmental Planning and Assessment Act 1979, as amended.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

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

No.

17 Site compatibility certificates and conditions for affordable rental housing

- (1) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

- (2) Are there any terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land?

No.

18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Not Applicable.

19 Site verification certificates

Is there a current site verification certificate, of which the council is aware, in respect of the land?

Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*

No.

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No, not listed.
Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

(2) A statement of:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

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

There is no affected building notice the Council is aware that is in force in respect to this land

Note. 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

1. The information on zones, controls etc., given below 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.
2. 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.

Ron Moore
General Manager

Application: **10226831**
Your Ref: 20191500

5 August 2019

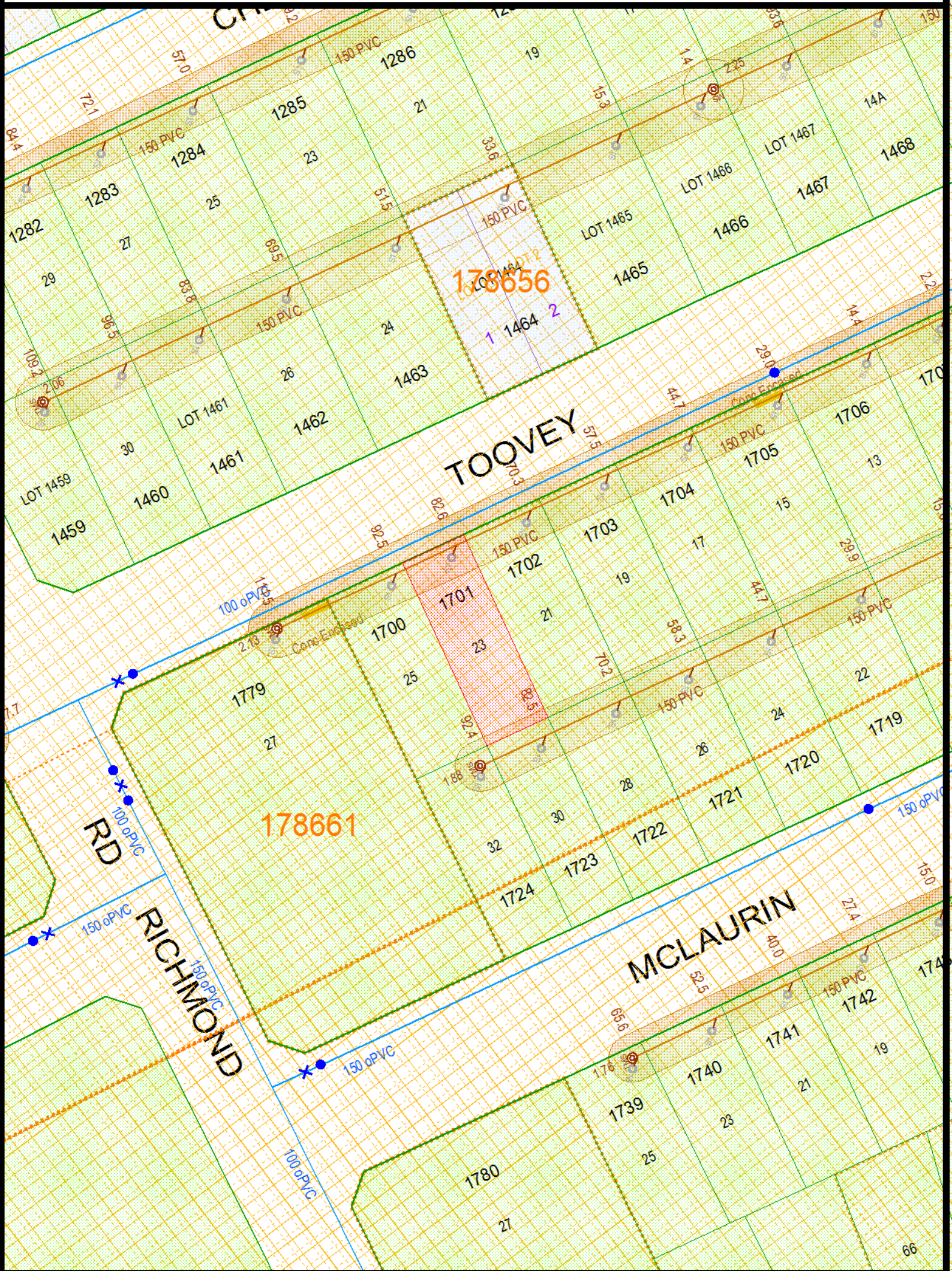
Property details: 23 Toovey Ave, Oran Park NSW 2570
LOT 1701 DP 1225573

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.