

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Crownland Developments Pty Limited PO Box R562, ROYAL EXCHANGE NSW 1225	Phone: 8259-8080
co-agent		
vendor	Heath and Rickard Pty Ltd ACN 620 430 435 Suite 301/95 Pitt St, Sydney, NSW 2000	
vendor's solicitor	CW Conveyancing 52 Jindabyne Crescent, Peakhurst Heights 2210 PO Box 8, Peakhurst NSW 2210	Phone: 02 9596 2293 Fax: email only Ref: CW:40419 E:crownconvey@gmail.com
date for completion	14 days from the date hereof subject to special condition 38	(clause 15)
land (address, plan details and title reference)	Unregistered Lot at 154 Heath Road & 25 Rickard Road, Leppington, NSW 2179 Lot in an unregistered plan (copy attached) which is part of: Lot 2 in DP214064, Lot 2 in unregistered Plan 1245516 (being part of Lot 204 in DP616617) and Lot 104 in unregistered plan 1247871 (being part of lots Lot B in DP345162, Lot 2 in DP614682 and Lot 205 in DP616617) Current titles: Folio Identifiers 2/214064, 204/616617, B/345162, 2/614682 and 205/616617	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION	
attached copies	<input checked="" type="checkbox"/> VACANT LAND	
	<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

Choices

Vendor 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: **Heath and Rickard Pty Ltd**

Supplier's ABN: **13 207 570 348**

Supplier's business address: **Suite 301/95 Pitt St, Sydney, NSW 2000**

Supplier's email address: **george@crownland.com.au**

Supplier's phone number: **8259-8080**

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 ☐ yesIf "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 checked="" type="checkbox"/> 3 unregistered plan of the land</p> <p><input checked="" type="checkbox"/> 4 plan of land to be subdivided</p> <p><input checked="" 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" 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

SPECIAL CONDITIONS

32 Alterations to printed form

- 32.1 To the extent that any of these special conditions are inconsistent with any of the clauses 1-31 of the standard form contract for the sale of land - 2018 edition these special conditions will prevail.
- 32.2 The provisions of the standard form contract for the sale of land - 2018 edition are amended as follows:-
- a) Clause **1** - the definition of 'bank' is amended by deleting 'a building society or a credit union';
 - b) Clause **1** – the definition of 'depositholder' is deleted and replaced with "the vendor's solicitor".
 - c) Clause **7.1.1** - '5% of the price' is replaced by '\$1,000';
 - d) Clause **10.1.8** and **10.1.9** - 'substance' is replaced by 'existence';
 - e) Clause **14.4.1** is replaced by "only if land tax is or was payable for the year, but whether or not an affirmative choice in that regard has been indicated on page 1 of this contract";
 - f) **Clause 14.4.2** is deleted.
 - g) Clause **15** – '3.30 pm on the' is inserted after 'by';
 - h) Clause **16.5** - 'plus another 20% of that fee' is deleted.
 - i) Clause **28-** is deleted.

33 Real Estate Agent

- 33.1 The vendor warrants that the vendor has not entered into any sole or exclusive agency agreement in respect of the property with any real estate agent other than the vendor's agent stated on page 1.
- 33.2 The purchaser warrants that no real estate agent other than the vendor's agent has shown the property to the purchaser on behalf of the vendor nor introduced the purchaser to the vendor or the property nor has any such other agent been in any other way whatsoever the real and effective cause of this sale.
- 33.3 The purchaser indemnifies the vendor against any claim brought against the vendor in consequence of any matter which would amount to a breach of the warranty in 33.2 above, including all legal costs incurred by the vendor in connection with any such claim both on a party and party basis and on a solicitor and client basis.

34 Notice to Complete

- 34.1 If either party is unable or unwilling to complete before 3.30 pm on the completion date the other party shall be entitled at any time after the completion date to serve a notice to complete requiring completion within a period of not less than 14 days after the date of service of the notice and making time of the essence for completion.

- 34.2 The parties declare that they consider such a period in a notice to complete reasonable and sufficient to make time of the essence for completion.
- 34.3 The party giving the notice shall be entitled by notice served on the other to withdraw it at any time but withdrawal of any notice to complete shall not preclude the subsequent issue of a further notice to complete.

35 Interest & additional costs

- 35.1 If this contract is not completed on or before the completion date because of the purchaser's default then, without prejudice to any other rights or remedies of the vendor, the purchaser must pay in cash to the vendor on the eventual date of completion interest on the balance of the price.
- 35.2 Any such interest shall be calculated at the rate of **10% per annum** from the completion date to the date upon which the purchaser completes this contract (including only one of those dates) but in making this calculation there shall be omitted any part of that period during which completion has been delayed in consequence of the vendor's own default.
- 35.3 If in the circumstances described in 34.1 above a notice to complete is served on behalf of a party then, without prejudice to any other rights or remedies of the other party, the party receiving the notice must pay to the other party's solicitor on the eventual date of completion the sum of **\$385.00** (inclusive of GST) in respect of additional legal costs.
- 35.4 Notwithstanding any clause to the contrary, if the purchaser has not settled this contract by the completion date, the adjustment date for rates etc. pursuant to clause 14 will be the completion date (not the actual date of settlement).
- 35.4 The parties agree that the calculations of interest as above represent a genuine pre-estimate of the vendor's damages by way of lost interest on the unpaid purchase money, the vendor's continuing liability for outgoings and additional legal costs.
- 35.5 The parties agree that the stipulation for the payment of interest and legal costs in the above circumstances is an essential term of this contract and the purchaser shall not be entitled to require the vendor to complete this contract unless all (if any) such amounts are paid on completion.

36 Application of Deposit on Termination

- 36.1 Despite any other provisions of this contract if it is terminated by either party pursuant to a notice to complete the party terminating the contract pursuant to such a notice shall be entitled to the deposit and all accrued interest without any further order authority or direction from any party.
- 36.2 The parties authorise any agent or other deposit holder to release the deposit and all interest accrued on it to the party terminating the contract pursuant to the notice to complete.

37 Acknowledgments by Purchaser

- 37.1 Subject to special condition 38, the purchaser acknowledges:
- a) that the purchaser is purchasing the property in its present state of repair and condition with any defects whatsoever whether latent or patent and that the purchaser shall not be entitled to make any requisition or claim, to delay completion or to rescind or terminate this contract for any reason whatsoever in connection with or arising from the state of repair or condition of the property or its suitability for any particular purpose;

- b) that the purchaser shall not be entitled to require the vendor to carry out any work on or in relation to the property for any reason whatsoever;
- 37.2 The purchaser acknowledges that in deciding to enter into this contract the purchaser has not relied upon any statement, representation, warranty, condition or promise made or given by or on behalf of the vendor except those that are expressly set out in this contract.
- 37.3 The vendor discloses that the property is affected as described and/or as shown in the copy documents attached to this contract and the purchaser shall not be entitled to make any requisition or claim, delay completion, or rescind or terminate this contract by reason of anything whatsoever so disclosed and for the purposes of this special condition and clause 10 the purchaser acknowledges that the vendor has disclosed all of the information appearing in any copy documents attached to this contract even if this contract does not refer specifically to such disclosure.
- 37.4 This contract is conditional upon the vendor becoming the registered proprietor of the properties to be subdivided by the Plan ('the properties'). If the vendor has not become the registered proprietor of the properties on or before the Registration Period, the vendor may rescind this contract whereupon the provisions of clause 19 shall apply.

38 Plan of subdivision

- 38.1 The vendor will use its reasonable endeavours to obtain registration of that part of the plan annexed hereto ("**the Plan**") as is necessary to create the unregistered lot as a lot in a deposited plan wholly under the provisions of the Real Property Act on or before **30 June 2021** ("**Registration Period**") but – subject to special condition 38.5 – if such registration has not occurred on or before the expiry of the Registration Period or such further period as may be agreed by the parties then the purchaser may rescind this contract by notice in writing to the vendor and, subject to complying with the provisions of section 66ZL of the Conveyancing Act 1919, the vendor may also rescind this contract.
- 38.2 The purchaser acknowledges that the Plan may be registered in any number of separate stages and the purchaser shall not be entitled to make any objection, claim or requisition in that regard but each stage may function independently of the other stages.
- 38.3 The purchaser acknowledges that the vendor may make such alterations to the Plan as may be desirable or necessary to obtain the approval of Camden Council or the Registrar General or any other competent authority and the purchaser shall not be entitled to make any objection requisition or claim for compensation on account of the alteration or any alterations of lot numbers or minor variations or discrepancies between the Plan and the plan registered by the Registrar General but if such alterations variations or discrepancies are other than minor then the purchaser may within seven (7) days of notice to the purchaser or his solicitor of registration of the Plan rescind this agreement whereupon the provisions of Clause 19 shall apply. For the purpose of this clause a variation exceeding five percent (5%) in any material parameter shall be deemed to be other than minor, but if a right of rescission arising under condition 38.3 is not exercised within seven (7) days this contract shall bind the parties in all respects as if the right had not been included.
- 38.4 The completion date shall be the later of **14 days** after the contract date and that date being **14 days** after notice by the vendor to the purchaser of registration of the Plan.

38.5 Despite any other provision of this contract, if the Plan is not registered on or before the Registration Period due in whole or in part to any of the following:–

- damage by fire explosion earthquake lightning storm tempest war or civil commotion;
- proceedings taken or threatened by or disputes with adjoining or neighbouring owners;
- any delay by Camden Council in giving any necessary approval (provided that the vendor shall have taken all reasonable steps to obtain such approval);
- strikes lockouts or inclement weather;
- any other cause matter or thing beyond the control of the vendor,

and if the Vendor's superintendent of works certifies the period of any such delay the vendor may then at any time by written notice to the purchaser extend the Registration Period by an amount no greater than the period of the delay so certified.

38.6 The purchaser acknowledges that location of water, telephone, sewerage and electricity services (“**Services**”) may not be known at the date of this contract and the vendor shall ensure that before completion that proposed roads shown on the Plan shall be made to a reasonable standard and that connections are provided to the property in respect of the Services and the Purchaser shall not be entitled to make any requisition, objection or claim as to the final location of the Services and a certificate from the relevant authority that a connection is available to the property shall be conclusive evidence of the availability of that service.

39 Easements, etc.

39.1 The vendor reserves the right to create such easements, rights of carriageway, restrictions as to user and/or positive covenants as may be required by the vendor, Camden Council or any other competent authority and the purchaser shall not be entitled to make any objection requisition or claim in relation to the creation of such encumbrances whether by way of an instrument registered with the Plan under section 88B of the Real Property Act or otherwise but if any such easements, rights of carriageway, restrictions as to user and/or positive covenants shall have the effect of preventing the construction of residential dwellings upon the Land then the purchaser may within seven (7) days of notice to the purchaser or his solicitor of registration of the Plan rescind this agreement whereupon the provisions of Clause 19 shall apply.

40 Encumbrances, etc.

40.1 The purchaser covenants and agrees with the vendor that he will not do or permit to be done any act matter or thing which will prevent or delay or may have the effect of preventing or delaying the registration of the Plan and any associated dealings and without limiting the generality of the foregoing it is a condition of this contract that the purchaser will not at any time prior to the date of registration of the plan lodge or cause or permit to be lodged a caveat on the title to the property or the title to the parcels of land that are or will be the subject of the plan and it is a further condition that he will not commence any proceedings in any court or make any application that might have the effect of impeding or delaying registration.

40.2 The vendor shall be under no obligation to remove any mortgage, caveat or charge on the property (in respect of any rate tax or outgoing) until completion actually takes place and the vendor shall not be deemed in consequence of any charge to be unable not ready or unwilling to complete this contract and shall be entitled to serve a notice to complete on the purchaser notwithstanding that there may be such a charge at the time or after the notice is served.

41. Selling Activities

- 41.1 The purchaser acknowledges the vendor, their agents and authorised builders may continue to conduct selling activities in and about the subdivision site, including operating a display village, sales offices, a car park and the placing of advertisement boards, banners etc. and the purchaser cannot make any objection requisition claim for delay, rescind or terminate this contract in relation to these matters or take any action against the vendor before or after completion to prohibit the continuation of the aforementioned activities. This clause will not merge on completion.

42 Goods and Services Tax

- 42.1 The purchaser acknowledges that:
- (a) the Price includes GST;
 - (b) the vendor will use the margin scheme in determining the amount of GST payable (whether or not an affirmative choice in that regard has been indicated on page 1 of this contract.

43 Investment of deposit

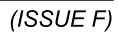

- 43.1 Until completion, termination or rescission of this contract the deposit may be invested by the depositholder in the manner provided by clause 2.9 and, despite the provisions of that clause, no further direction to the depositholder shall be required, but if requested, either party each shall do whatever may be necessary or appropriate to facilitate that investment.

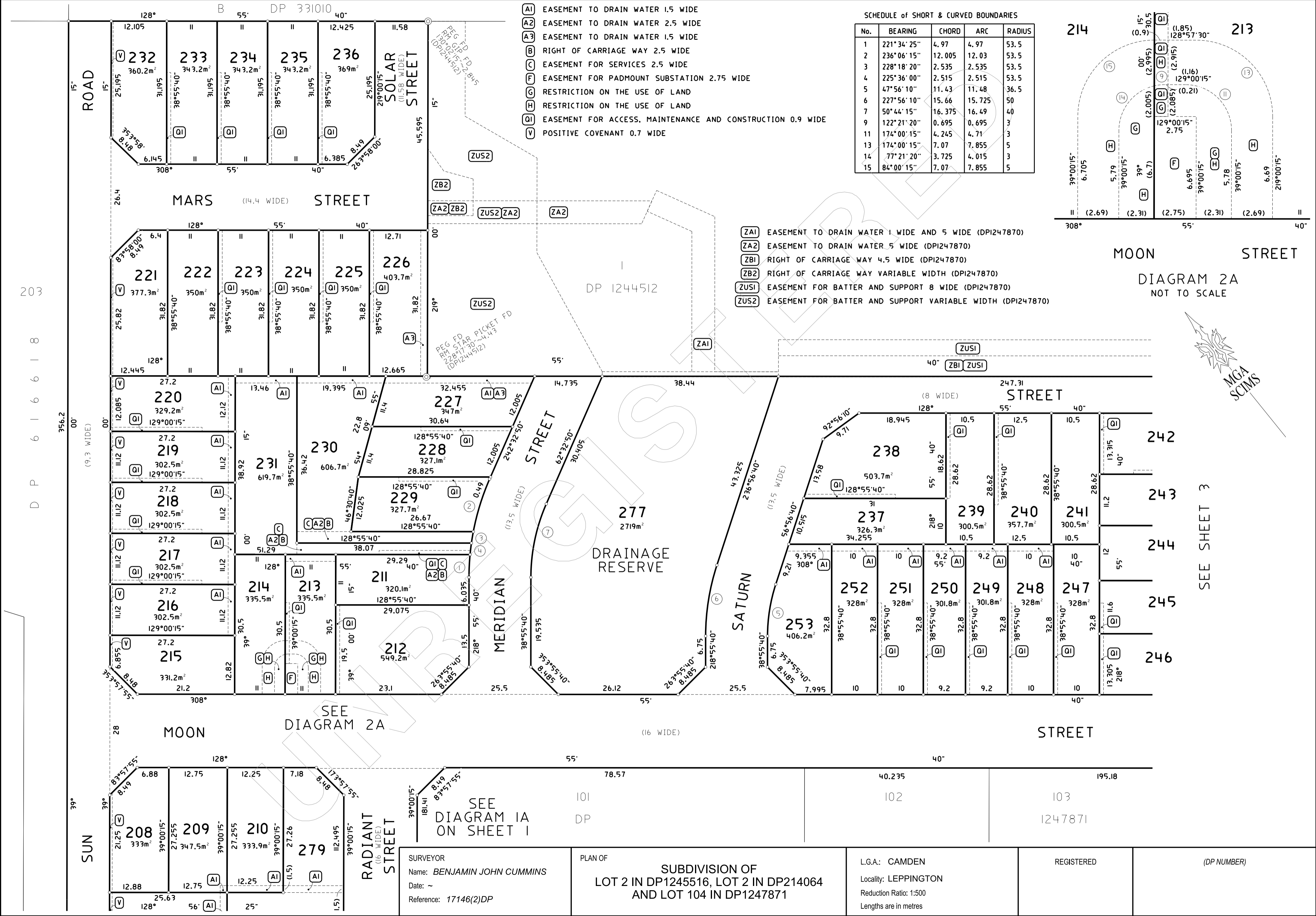
44. Requisitions on title

- 44.1 For the purposes of clause 5.1 of this contract the purchaser is taken to have made the requisitions on title in the form annexed to this contract and the vendor shall not be required to reply to any other form of requisitions served by the purchaser under clause 5.1.

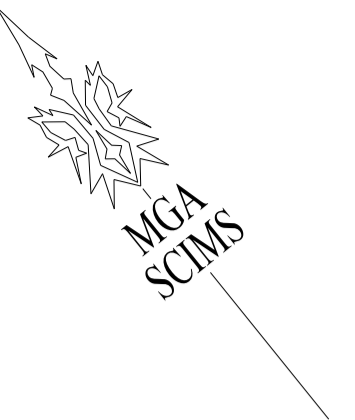
45 Adjustments

- 45.1 If on the completion date there is no separate assessment for the property in respect of rates payable to Camden Council the parties shall apportion the estimated sum of \$1,550 per annum for council rates as if such sum had been paid in advance by the vendor in lieu of the unassessed rates. In the case of any apportionment on such an estimated basis the vendor undertakes despite completion to pay the actual assessment when it does issue but there shall be no re-adjustment of the apportionment made at completion.
- 45.2 If on the completion date, there is no separate assessment for the property in respect of land tax, the purchaser will pay to the vendor on settlement, an amount of \$1,500.
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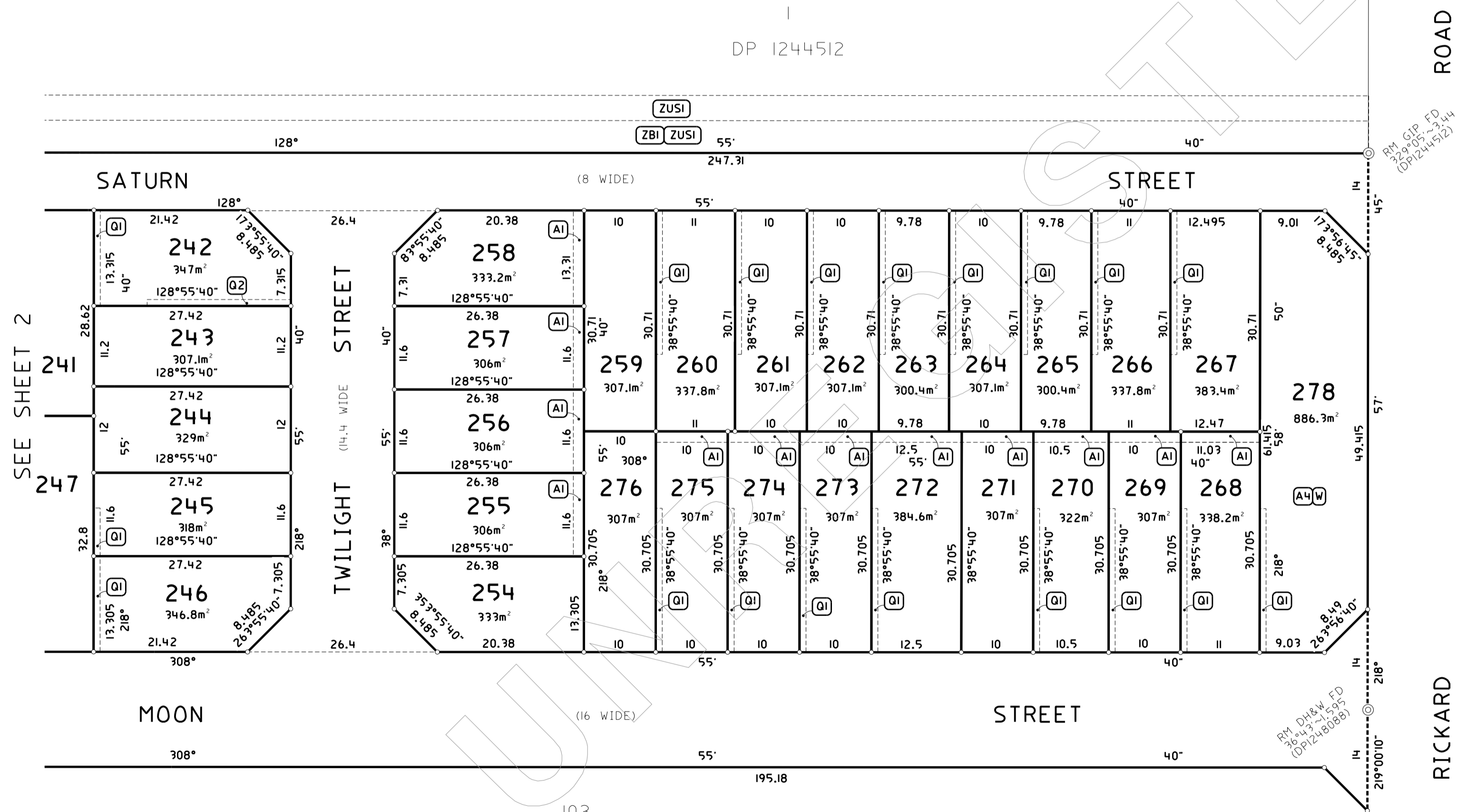




<div>SURVEYOR</div> <div>Name: BENJAMIN JOHN CUMMINS</div> <div>Date: ~</div> <div>Reference: 17146(2)DP</div>	<div>PLAN OF</div> <div>SUBDIVISION OF</div> <div>LOT 2 IN DP1245516, LOT 2 IN DP214064</div> <div>AND LOT 104 IN DP1247871</div>	<div>L.G.A.: CAMDEN</div> <div>Locality: LEPPINGTON</div> <div>Reduction Ratio: 1:500</div> <div>Lengths are in metres</div>	<div>REGISTERED</div>	<div>(DP NUMBER)</div>
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- (A1) EASEMENT TO DRAIN WATER 1.5 WIDE
(A4) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(Q1) EASEMENT FOR ACCESS, MAINTENANCE AND CONSTRUCTION 0.9 WIDE
(Q2) EASEMENT FOR ACCESS, MAINTENANCE AND CONSTRUCTION 0.9 WIDE
(W) EASEMENT FOR ON-SITE DETENTION AND WATER QUALITY VARIABLE WIDTH
(ZBI) RIGHT OF CARRIAGE WAY 4.5 WIDE (DPI247870)
(ZUSI) EASEMENT FOR BATTER AND SUPPORT 8 WIDE (DPI247870)



<p>SURVEYOR</p> <p>Name: <i>BENJAMIN JOHN CUMMINS</i></p> <p>Date: ~</p> <p>Reference: <i>17146(2)DP</i></p>	<p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF LOT 2 IN DP1245516, LOT 2 IN DP214064 AND LOT 104 IN DP1247871</p>	<p>L.G.A.: CAMDEN</p> <p>Locality: LEPPINGTON</p> <p>Reduction Ratio: 1:500</p> <p>Lengths are in metres</p>	<p>REGISTERED</p>	<p>(DP NUMBER)</p>
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<p>Registered: _____</p> <p>Title System: _____</p>	<p>Office Use Only</p>
<p>PLAN OF</p> <p>SUBDIVISION OF LOT 2 IN DP1245516, LOT 2 IN DP214064 AND LOT 104 IN DP1247871</p>	<p>LGA: CAMDEN</p> <p>Locality: LEPPINGTON</p> <p>Parish: COOK</p> <p>County: CUMBERLAND</p>
<p>Survey Certificate</p> <p>I, BENJAMIN JOHN CUMMINS of JOHN M DALY & ASSOC PTY LTD PO BOX 25 CAMPBELLTOWN a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on _____, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** _____) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on _____, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' – 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>Signature: _____ Dated: _____</p> <p>Surveyor Identification No: 3301 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: _____</p> <p>Date: _____</p> <p>File Number: _____</p> <p>Office: _____</p> <hr/> <p>Subdivision Certificate</p> <p>I, _____ *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: _____</p> <p>Accreditation number: _____</p> <p>Consent Authority: _____</p> <p>Date of endorsement: _____</p> <p>Subdivision Certificate number: _____</p> <p>File number: _____</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation.</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:</p> <p>MARS STREET, MERIDIAN STREET, MOON STREET, RADIANT STREET, SATURN STREET, SUN ROAD, TWILIGHT STREET, SOLAR STREET TO THE PUBLIC AS PUBLIC ROAD</p> <p>IT IS INTENDED TO CREATE LOT 277 AS A DRAINAGE RESERVE.</p>
<p>Surveyor's Reference: 17146(2)DP</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF
LOT 2 IN DP1245516,
LOT 2 IN DP214064 AND
LOT 104 IN DP1247871

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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 TO DRAIN WATER 1.5 WIDE (A1)
2. EASEMENT TO DRAIN WATER 2.5 WIDE (A2)
3. EASEMENT TO DRAIN WATER 1.5 WIDE (A3)
4. EASEMENT TO DRAIN WATER VARIABLE WIDTH (A4)
5. RIGHT OF CARRIAGE WAY 2.5 WIDE (B)
6. EASEMENT FOR SERVICES 2.5 WIDE (C)
7. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F)
8. RESTRICTION ON THE USE OF LAND (G)
9. RESTRICTION ON THE USE OF LAND (H)
10. EASEMENT FOR ACCESS, MAINTENANCE AND CONSTRUCTION 0.9 WIDE (Q1)
11. EASEMENT FOR ACCESS, MAINTENANCE AND CONSTRUCTION 0.9 WIDE (Q2)
12. EASEMENT FOR ON-SITE DETENTION AND WATER QUALITY VARIABLE WIDTH (W)
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND
17. POSITIVE COVENANT 0.7 WIDE (V)

IT IS INTENDED TO RELEASE:

1. EASEMENT TO DRAIN WATER 4 WIDE (CREATED BY DP1248088)
2. RIGHT OF CARRIAGE WAY 4 WIDE (CREATED BY DP1248088)
3. EASEMENT FOR BATTER AND SUPPORT 4 WIDE (CREATED BY DP1248088)

Schedule of Street Addresses

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
201	N/A				
202	N/A				
203	N/A				
204	N/A				
205	N/A				
206	N/A				
207	N/A				
208	N/A				
209	N/A				
210	N/A				
211	N/A				
212	N/A				
213	N/A				
214	N/A				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17146(2)DP

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF
LOT 2 IN DP1245516,
LOT 2 IN DP214064 AND
LOT 104 IN DP1247871

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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.

Schedule of Street Addresses

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
215	N/A				
216	N/A				
217	N/A				
218	N/A				
219	N/A				
220	N/A				
221	N/A				
222	N/A				
223	N/A				
224	N/A				
225	N/A				
226	N/A				
227	N/A				
228	N/A				
229	N/A				
230	N/A				
231	N/A				
232	N/A				
233	N/A				
234	N/A				
235	N/A				
236	N/A				
237	N/A				
238	N/A				
239	N/A				
240	N/A				
241	N/A				
242	N/A				
243	N/A				
244	N/A				
245	N/A				
246	N/A				
247	N/A				
248	N/A				
249	N/A				
250	N/A				
251	N/A				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17146(2)DP

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF
LOT 2 IN DP1245516,
LOT 2 IN DP214064 AND
LOT 104 IN DP1247871

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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.

Schedule of Street Addresses

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
252	N/A				
253	N/A				
254	N/A				
255	N/A				
256	N/A				
257	N/A				
258	N/A				
259	N/A				
260	N/A				
261	N/A				
262	N/A				
263	N/A				
264	N/A				
265	N/A				
266	N/A				
267	N/A				
268	N/A				
269	N/A				
270	N/A				
271	N/A				
272	N/A				
273	N/A				
274	N/A				
275	N/A				
276	N/A				
277	N/A				
278	N/A				
279	N/A				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17146(2)DP

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF
LOT 2 IN DP1245516,
LOT 2 IN DP214064 AND
LOT 104 IN DP1247871

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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.

Execution by Registered Proprietor:

Executed by Heath and Rickard Pty Limited
(ACN 620 430 435) in accordance with
Section 127 of the Corporations Act, 2001

.....
Signature of Sole Director/Secretary.....
Name of Sole Director/SecretaryExecution by Mortgagee:

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17146(2)DP

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

(Sheet 1 of 15 Sheets)

Plan: Plan of Subdivision of Lot 2 in DP1245516,
Lot 2 in DP214064 and Lot 104 in DP1247871
covered by
Subdivision Certificate No.

Full name and address of
the owner of the land Heath and Rickard Pty Limited
(ACN 620 430 435)
Suite 301, Level 3
95 Pitt Street
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A1)	202 203 204 205 206 207 209 210 213 216 217 218 219 220 227 230 231 248 249 250 251 252 253 255 256 257 258 268	201 201, 202 201, 202, 203 201, 202, 203, 204 201, 202, 203, 204, 205 201, 202, 203, 204, 205, 206 201, 202, 203, 204, 205, 206, 207 201, 202, 203, 204, 205, 206, 207, 209 214 215 215, 216 215, 216, 217 215, 216, 217, 218 215, 216, 217, 218, 219 215, 216, 217, 218, 219, 220, 230, 231 215, 216, 217, 218, 219, 220, 231 215, 216, 217, 218, 219, 220 247 247, 248 247, 248, 249 247, 248, 249, 250 247, 248, 249, 250, 251 247, 248, 249, 250, 251, 252 254 254, 255 254, 255, 256 254, 255, 256, 257 269, 270, 271, 272, 273, 274, 275, 276

Plan:

Plan of Subdivision of Lot 2 in DP1245516,
 Lot 2 in DP214064 and Lot 104 in DP1247871
 covered by
 Subdivision Certificate No.

PART 1 (Creation)(Continued)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A1)	269 270 271 272 273 274 275 279	270, 271, 272, 273, 274, 275, 276 271, 272, 273, 274, 275, 276 272, 273, 274, 275, 276 273, 274, 275, 276 274, 275, 276 275, 276 276 201, 202, 203, 204, 205, 206, 207, 209, 210
2	Easement to Drain Water 2.5 wide (A2)	230 231	213, 214, 231 213, 214, 230
3	Easement to Drain Water 1.5 wide (A3)	226, 227	Camden Council
4	Easement to Drain Water variable width (A4)	278 (entire lot)	Camden Council
5	Right of Carriage Way 2.5 wide (B)	230 231	231 230
6	Easement for Services 2.5 wide (C)	230 231	231 230
7	Easement for Padmount Substation 2.75 wide (F)	213	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
8	Restriction on the Use of Land (G)	Part of each of the lots: 213, 214 designated G on the plan	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
9	Restriction on the Use of Land (H)	Part of each of the lots: 213, 214 designated H on the plan	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
10	Easement for Access, Maintenance and Construction 0.9 wide (Q1)	212 213 217 218 219 220 223 224 225 226 228 229	213 214 216 217 218 219 222 223 224 225 227 228

Plan:

Plan of Subdivision of Lot 2 in DP1245516,
 Lot 2 in DP214064 and Lot 104 in DP1247871
 covered by
 Subdivision Certificate No.

PART 1 (Creation)(Continued)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
10	Easement for Access, Maintenance and Construction 0.9 wide (Q1)	231 233 234 235 236 238 239 240 242 245 246 247 248 249 250 251 260 261 262 263 264 265 266 267 268 269 270 272 273 274 275 278	211 232 233 234 235 237 238 239 241 247 247 248 249 250 251 252 259 260 261 262 263 264 265 266 269 270 271 273 274 275 276 268
11	Easement for Access, Maintenance and Construction 0.9 wide (Q2)	242	243
12	Easement for On-Site Detention and Water Quality variable width (W)	278 (entire lot)	Camden Council
13	Restriction on the Use of Land	Each lot except: 277, 278, 279	Every other lot except: 277, 278, 279
14	Restriction on the Use of Land	201 to 276 inclusive	Camden Council
15	Restriction on the Use of Land	201 to 276 inclusive	Camden Council
16	Restriction on the Use of Land	201, 202, 203, 261 to 274 inclusive	Camden Council

Plan:

Plan of Subdivision of Lot 2 in DP1245516,
 Lot 2 in DP214064 and Lot 104 in DP1247871
 covered by
 Subdivision Certificate No.

PART 1 (Creation)(Continued)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
17	Positive Covenant 0.7 wide (V)	Part of each of the lots: 201, 202, 203, 204, 205, 206, 207, 208, 215, 216, 217, 218, 219, 220, 221, 232 designated V on the plan	Camden Council

PART 1 (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 4 wide (created by DP1248088)	Lot 104 in DP1247871	Camden Council
2	Right of Carriage Way 4 wide (created by DP1248088)	Lot 104 in DP1247871	Camden Council
3	Easement for Batter and Support 4 wide (created by DP1248088)	Lot 104 in DP1247871	Camden Council

PART 2 (Terms)**Terms of easement numbered 1 in the plan.**

1. Subject to clause 2, an Easement to Drain Water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919 is created.
2. The owner of the lot burdened shall not be permitted to make any alteration to surface levels of the site of the easement without the written consent of Camden Council being firstly obtained

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

CAMDEN COUNCIL

Terms of easement numbered 2 in the plan.

1. Subject to clause 2, an Easement to Drain Water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919 is created.
2. The owner of the lot burdened shall not be permitted to make any alteration to surface levels of the site of the easement without the written consent of Camden Council being firstly obtained

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

CAMDEN COUNCIL

Plan:

Plan of Subdivision of Lot 2 in DP1245516,
Lot 2 in DP214064 and Lot 104 in DP1247871
covered by
Subdivision Certificate No.

PART 2 (Terms)(Continued)

Terms of easement numbered 3 in the plan.

1. Subject to clause 2, an Easement to Drain Water as set out in Part 3 Schedule 4A of the Conveyancing Act 1919 is created.
2. The owner of the lot burdened shall not be permitted to make any alteration to surface levels of the site of the easement without the written consent of Camden Council being firstly obtained

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

CAMDEN COUNCIL

Terms of easement numbered 4 in the plan.

1. Subject to clause 2, an Easement to Drain Water as set out in Part 3 Schedule 4A of the Conveyancing Act 1919 is created.
2. The owner of the lot burdened shall not be permitted to make any alteration to surface levels of the site of the easement without the written consent of Camden Council being firstly obtained

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

CAMDEN COUNCIL

Terms of easement numbered 5 in the plan.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 5 in the plan.

CAMDEN COUNCIL

Terms of easement numbered 6 in the plan.

1. The owner of the lot benefited may:
 - (a) use each lot burdened, but only within the site of this easement, to provide domestic services to or from each lot benefited, and
 - (b) do anything reasonably necessary for that purpose, including:
 - I. entering the lot burdened, and
 - II. taking anything on to the lot burdened, and
 - III. carrying out work, such as constructing, placing repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
2. In exercising those powers, the owner of the lot benefited must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.
3. For the purposes of this easement, domestic services includes supply of water, gas, electricity, telephone and television and discharge of stormwater.

Plan:

Plan of Subdivision of Lot 2 in DP1245516,
Lot 2 in DP214064 and Lot 104 in DP1247871
covered by
Subdivision Certificate No.

PART 2 (Terms)(Continued)

NAME OF PERSON/S whose consent is required to release, vary or modify the terms of the easement numbered 6 in the plan.

REGISTERED PROPRIETOR OF THE BENEFITING LOT

Terms of easement numbered 7 in the plan.

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

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

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of restriction numbered 8 in the plan.

- 1.0 Definitions
 - 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
 - 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
 - 1.3 **erect** includes construct, install, build and maintain.
 - 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No building shall be erected or permitted to remain within the restriction site unless:
 - 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
 - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
 - 4.1 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.

Plan: Plan of Subdivision of Lot 2 in DP1245516,
Lot 2 in DP214064 and Lot 104 in DP1247871
covered by
Subdivision Certificate No.

PART 2 (Terms)(Continued)

- 4.2 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.

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

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of restriction numbered 9 in the plan.

1.0 Definitions

1.1 **erect** includes construct, install, build and maintain.

1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

- 3.1 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.
- 3.2 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.

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

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of easement numbered 10 in the plan.

1. In this Easement for Access, Maintenance and Construction:
'easement site' means that area of the lot burdened shown on the plan as affected by 'Easement for Access, Maintenance and Construction 0.9 wide'.
2. Subject to Clause 3, the owner of the lot benefited may:
- a) With prior reasonable notice given to the owner of the lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the owner of the lot benefited, which cannot otherwise be reasonably carried out without accessing the burdened lot; and

Plan:

Plan of Subdivision of Lot 2 in DP1245516,
Lot 2 in DP214064 and Lot 104 in DP1247871
covered by
Subdivision Certificate No.

PART 2 (Terms)(Continued)

- b) Do anything reasonably necessary for that purpose, including:
 - (i) Entering into the lot burdened
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out necessary works
- 3. The rights under this Easement for Access, Maintenance and Construction are:
 - a) Limited to the extent necessary to permit the owner of the lot benefited to construct, maintain and repair any part of:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the owner of the lot benefited
- 4. In exercising the rights under this easement, the owner of the lot benefited must:
 - a) Ensure all work on the lot benefited is done properly and carried out as quickly as practicable;
 - b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
 - d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - e) Make good any collateral damage
- 5. The owner of the lot benefited has the right to install and maintain in the wall adjacent to the easement site one or more cavity weephole drainage points and drain water from the weephole, but only within the easement site.
- 6. Despite any other provision of this instrument or at common law, the owner of the lot burdened is permitted to construct and maintain a dwelling on the lot burdened whose eaves and gutters (only) overhang the easement site.
- 7. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the Easement for Access, Maintenance and Construction and any dispute is a civil matter to be resolved with the relevant parties.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 10 in the plan.

CAMDEN COUNCIL

Terms of easement numbered 11 in the plan.

- 1. In this Easement for Access, Maintenance and Construction:
 - '**easement site**' means that area of the lot burdened shown on the plan as affected by 'Easement for Access, Maintenance and Construction 0.9 wide'.
- 2. Subject to Clause 3, the owner of the lot benefited may:
 - a) With prior reasonable notice given to the owner of the lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the owner of the lot benefited, which cannot otherwise be reasonably carried out without accessing the burdened lot; and
 - b) Do anything reasonably necessary for that purpose, including:
 - (i) Entering into the lot burdened
 - (ii) Taking anything onto the lot burdened; and

Plan:

Plan of Subdivision of Lot 2 in DP1245516,
Lot 2 in DP214064 and Lot 104 in DP1247871
covered by
Subdivision Certificate No.

PART 2 (Terms)(Continued)

- (iii) Carrying out necessary works
3. The rights under this Easement for Access, Maintenance and Construction are:
- a) Limited to the extent necessary to permit the owner of the lot benefited to construct, maintain and repair any part of:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the owner of the lot benefited
4. In exercising the rights under this easement, the owner of the lot benefited must:
- a) Ensure all work on the lot benefited is done properly and carried out as quickly as practicable;
 - b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
 - d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - e) Make good any collateral damage
5. The owner of the lot benefited has the right to install and maintain in the wall adjacent to the easement site one or more cavity weephole drainage points and drain water from the weephole, but only within the easement site.
6. Despite any other provision of this instrument or at common law, the owner of the lot burdened is permitted to construct and maintain a dwelling on the lot burdened whose eaves and gutters (only) overhang the easement site.
7. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the Easement for Access, Maintenance and Construction and any dispute is a civil matter to be resolved with the relevant parties.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 11 in the plan.

CAMDEN COUNCIL

Terms of easement numbered 12 in the plan.

1. Full and free right for the authority benefited, and every person authorised by that authority, from time to time and at all times to detain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of detaining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Plan:

Plan of Subdivision of Lot 2 in DP1245516,
Lot 2 in DP214064 and Lot 104 in DP1247871
covered by
Subdivision Certificate No.

PART 2 (Terms)(Continued)

2. The authority having the benefit of the easement for water quality has the right to monitor the water storage to ensure water quality and further, the servient tenement shall not allow anything to occur to adversely affect the water quality within the site of this easement.
3. The registered proprietor of the lot burdened shall do all things necessary to maintain the temporary on-site detention basin located within the lot to a level sufficient to ensure operation of the basin. The authority benefited may enter upon the lot burdened with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) to:
 - a) view the state of repair of the basin, and/or.
 - b) execute any works required to remedy a breach of the terms of this easement if the registered proprietor of the lot burdened has not within fourteen (14) days from the date of the receipt by the proprietor of the lot burdened of written notice from Council, requiring remedy of the breach of the terms of this easement, taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidation debt the cost of such remedial work from the proprietor forthwith upon demand.
4. A Right of Access as set out in Part 11 Schedule 4A of the Conveyancing Act 1919 is created

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 12 in the plan.

CAMDEN COUNCIL

Terms of restriction numbered 13 in the plan.

1. No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
2. No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
3. No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.
4. No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non-reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.
5. No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.

Plan: Plan of Subdivision of Lot 2 in DP1245516,
Lot 2 in DP214064 and Lot 104 in DP1247871
covered by
Subdivision Certificate No.

PART 2 (Terms)(Continued)

6. No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colorbond fence provided that colorbond fence can only use colours shale grey, dune, basalt & woodland grey.
7. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
8. No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Heath and Rickard Pty Ltd or its successors in title or assigns.
9. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped concrete or pavers or as approved by Heath and Rickard Pty Ltd or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.
10. No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.
11. No release variation or modification of these restrictions shall be made unless the cost and expense in all respects is borne by the person or persons requesting same.

NAME OF PERSON/S whose consent is required to release, vary or modify the terms of the restriction numbered 13 in the plan.

The person having the right to release, vary or modify the terms of this restriction is Heath and Rickard Pty Ltd of Suite 301, Level 3, 95 Pitt Street, Sydney NSW 2000 for such period as they are the registered proprietor of any lot in this plan or any lot in a plan of re-subdivision of any part of this plan and thereafter the person or persons shall be the registered proprietors of the lots having the benefit.

Terms of restriction numbered 14 in the plan.

No dwelling shall be constructed or 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 AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 14 in the plan.

CAMDEN COUNCIL

Plan:

Plan of Subdivision of Lot 2 in DP1245516,
Lot 2 in DP214064 and Lot 104 in DP1247871
covered by
Subdivision Certificate No.

PART 2 (Terms)(Continued)

Terms of restriction numbered 15 in the plan.

No dwelling shall be constructed or be permitted to be constructed or remain on the lots hereby burdened unless all construction works including earthworks, imported fill, landscaping, roads, buildings, and associated infrastructure proposed to be constructed on the land is carried out in accordance with the management strategies as contained within the Salinity Management Plan – Proposed Residential Subdivision Development Lot 2 DP214064, No 25 Rickard Road and Lot 204 DP616617 No 154 Heath Road, Leppington prepared by GeoEnviro Consultancy Ref: JC17309A-r3 March 2018.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 15 in the plan.

CAMDEN COUNCIL

Terms of restriction numbered 16 in the plan.

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

- (a) such dwelling is constructed in accordance with Traffic Noise Intrusion Assessment – Proposed Residential Subdivision 25 Rickard Road/154 Heath Road, Leppington NSW report number 6322-1.1R Rev B Dated 27 March 2018 prepared by Day Design Pty Ltd.
- (b) windows are kept closed to meet internal noise levels as prescribed by the abovementioned report. Mechanical ventilation that meets the minimum standards of the Building Code of Australia (BCA) and complies with Australian Standard 1668.2 shall be provided to affected habitable rooms. Consultation shall be sought from a qualified acoustic consultant for installation of the units so as not to cause a noise nuisance.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 16 in the plan.

CAMDEN COUNCIL

Terms of positive covenant numbered 17 in the plan.

The area designated V on the plan shall be managed as an inner protection area (IPA) as outlined in 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'. No building or structure (other than Class 10b structures) may be constructed within the area designated V on the plan.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the positive covenant numbered 17 in the plan.

CAMDEN COUNCIL

Plan:

Plan of Subdivision of Lot 2 in DP1245516,
Lot 2 in DP214064 and Lot 104 in DP1247871
covered by
Subdivision Certificate No.

PART 2 (Terms)(Continued)

Execution by Camden Council:

UNREGISTERED

Plan:

Plan of Subdivision of Lot 2 in DP1245516,
Lot 2 in DP214064 and Lot 104 in DP1247871
covered by
Subdivision Certificate No.

PART 2 (Terms)(Continued)

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:

Name and position of attorney:

Helen Smith
Manager Property & Fleet

Address of witness:

Power of attorney:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Book 4727 No 524

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

Date of signature:

Plan:

Plan of Subdivision of Lot 2 in DP1245516,
Lot 2 in DP214064 and Lot 104 in DP1247871
covered by
Subdivision Certificate No.

PART 2 (Terms)(Continued)

Execution by Registered Proprietor:

Executed by Heath and Rickard Pty Limited
(ACN 620 430 435) in accordance with
Section 127 of the Corporations Act, 2001

.....

Signature of Sole Director/Secretary

.....

Name of Sole Director/Secretary

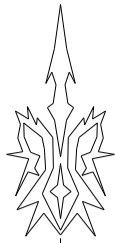
Execution by Mortgagee:

- ZA

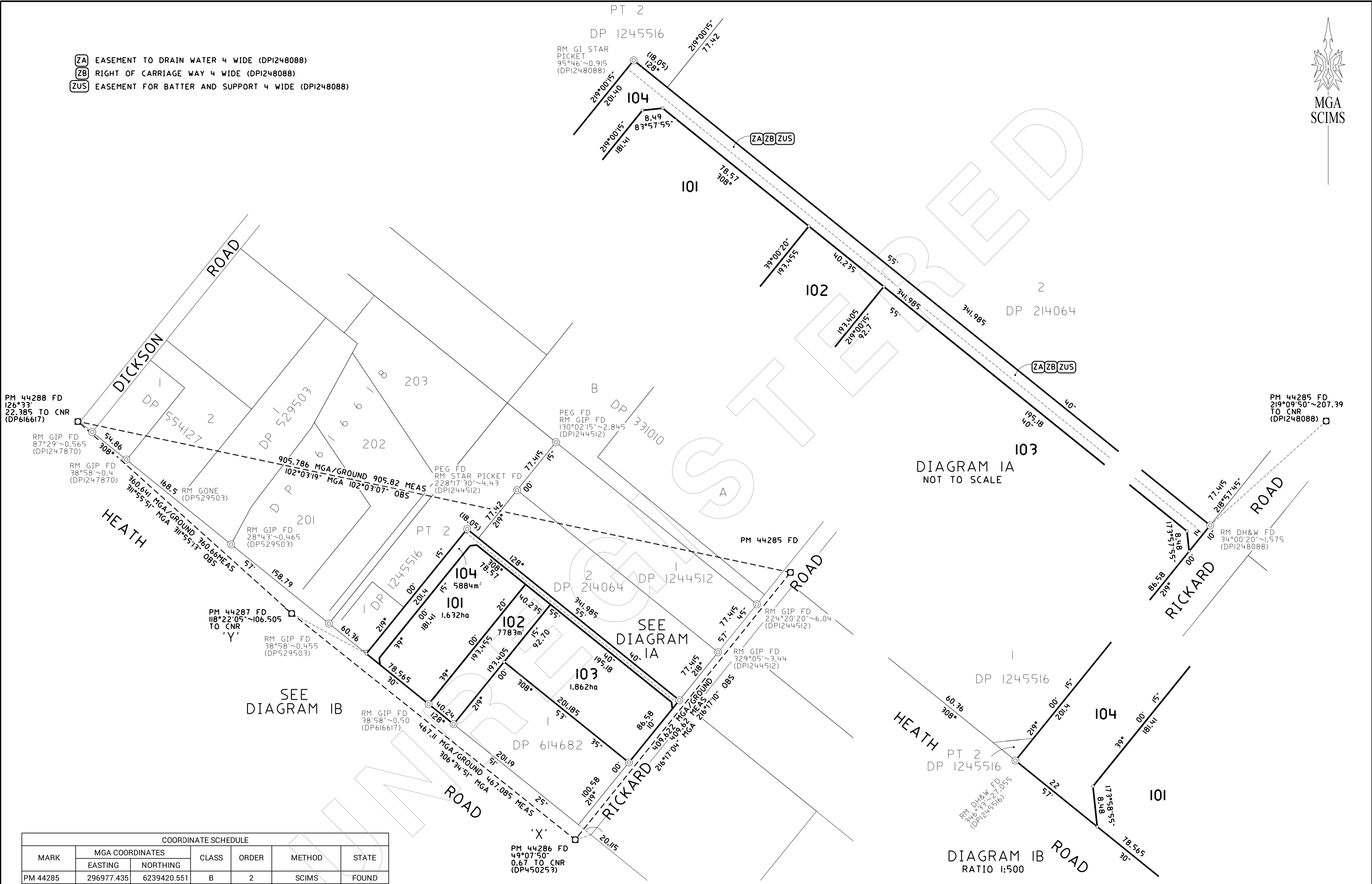
EASEMENT TO DRAIN WATER 4 WIDE (DPI248088)
- ZB

RIGHT OF CARRIAGE WAY 4 WIDE (DPI248088)
- ZUS

EASEMENT FOR BATTER AND SUPPORT 4 WIDE (DPI248088)



MGA
SCIMS



COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
PM 44285	296977.435	6239420.551	B	2	SCIMS	FOUND
PM 44286	296735	6239090.329	B	2	SCIMS	FOUND
PM 44287	296359.868	6239368.732	B	2	SCIMS	FOUND
PM 44288	296091.543	6239609.746	B	2	SCIMS	FOUND
DATE OF SCIMS COORDINATES: //INPUT DATE//			MGA ZONE 56		MGA DATUM: GDA94	
COMBINED SCALE FACTOR: 1.000092						

SURVEYOR

Name: BENJAMIN JOHN CUMMINS

Date: ~

Reference: 17146(1)DP

PLAN OF

SUBDIVISION OF
LOT 205 IN DP616617, LOT B IN DP345162
AND LOT 2 IN DP614682

L.G.A.: CAMDEN

Locality: LEPPINGTON

Reduction Ratio: 1:3000

Lengths are in metres

REGISTERED

(DP NUMBER)

<p>Registered:</p> <p>Title System:</p>	<p>Office Use Only</p> <p>Office Use Only</p>
<p>PLAN OF</p> <p>SUBDIVISION OF LOT 205 IN DP616617, LOT B IN DP345162 AND LOT 2 IN DP614682</p>	<p>LGA: CAMDEN</p> <p>Locality: LEPPINGTON</p> <p>Parish: COOK</p> <p>County: CUMBERLAND</p>
<p>Survey Certificate</p> <p>I, BENJAMIN JOHN CUMMINS of JOHN M DALY & ASSOC PTY LTD PO BOX 25 CAMPBELLTOWN a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on , or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on , the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' – 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 3301 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:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p>Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation.</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>
<p>Surveyor's Reference: 17146(1)DP</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF
LOT 205 IN DP616617,
LOT B IN DP345162 AND
LOT 2 IN DP614682

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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.

Schedule of Street Addresses

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
101	N/A	146	HEATH	ROAD	LEPPINGTON
102	N/A	140	HEATH	ROAD	LEPPINGTON
103	N/A	15	RICKARD	ROAD	LEPPINGTON
104	N/A	19	RICKARD	ROAD	LEPPINGTON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17146(1)DP

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF
LOT 205 IN DP616617,
LOT B IN DP345162 AND
LOT 2 IN DP614682

Subdivision Certificate number:

Date of Endorsement:

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

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- 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.

Execution by Registered Proprietor:

The Trustees of the Roman Catholic Church for the Diocese of Wollongong

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17146(1)DP

MEMORANDUMNew South Wales
Section 80A Real Property Act**AK104621K**

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

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODES LM CM MM GM BM
673T	Endeavour Energy - LLPN 102871V	
Reference: PAD SUB		

(B) APPLICANT

ENDEAVOUR ENERGY
ABN 59 253 130 878

(C) The applicant requests the Registrar General to record this memorandum, comprising 3 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

- (D) i. For option to renew see clause NOT APPLICABLE
 ii. For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory:

Helen Smith - Manager Property & Fleet

Capacity of signatory (if applicable):

Attorney - Power of Attorney Book 4693 No 329

Date: 21 December 2015

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE

A

MEMORANDUM
ANNEXURE A
Terms of Easement for Padmount Substation

APPLICANT

ENDEAVOUR ENERGY

1.0 Definitions

- 1.1 easement site** means that part of the lot burdened that is affected by this easement.
- 1.2 electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 1.3 Endeavour Energy** means Endeavour Energy ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.6 services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.7 structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 Endeavour Energy may:

- 2.1** install electrical equipment within the easement site,
- 2.2** excavate the easement site to install the electrical equipment.
- 2.3** use the electrical equipment for the transmission of electricity,
- 2.4** enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5** trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.6** remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

- 3.0** In exercising its rights under this easement Endeavour Energy will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

MEMORANDUM

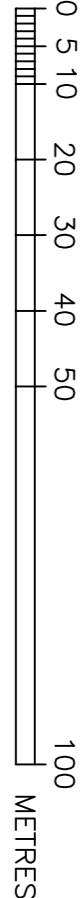
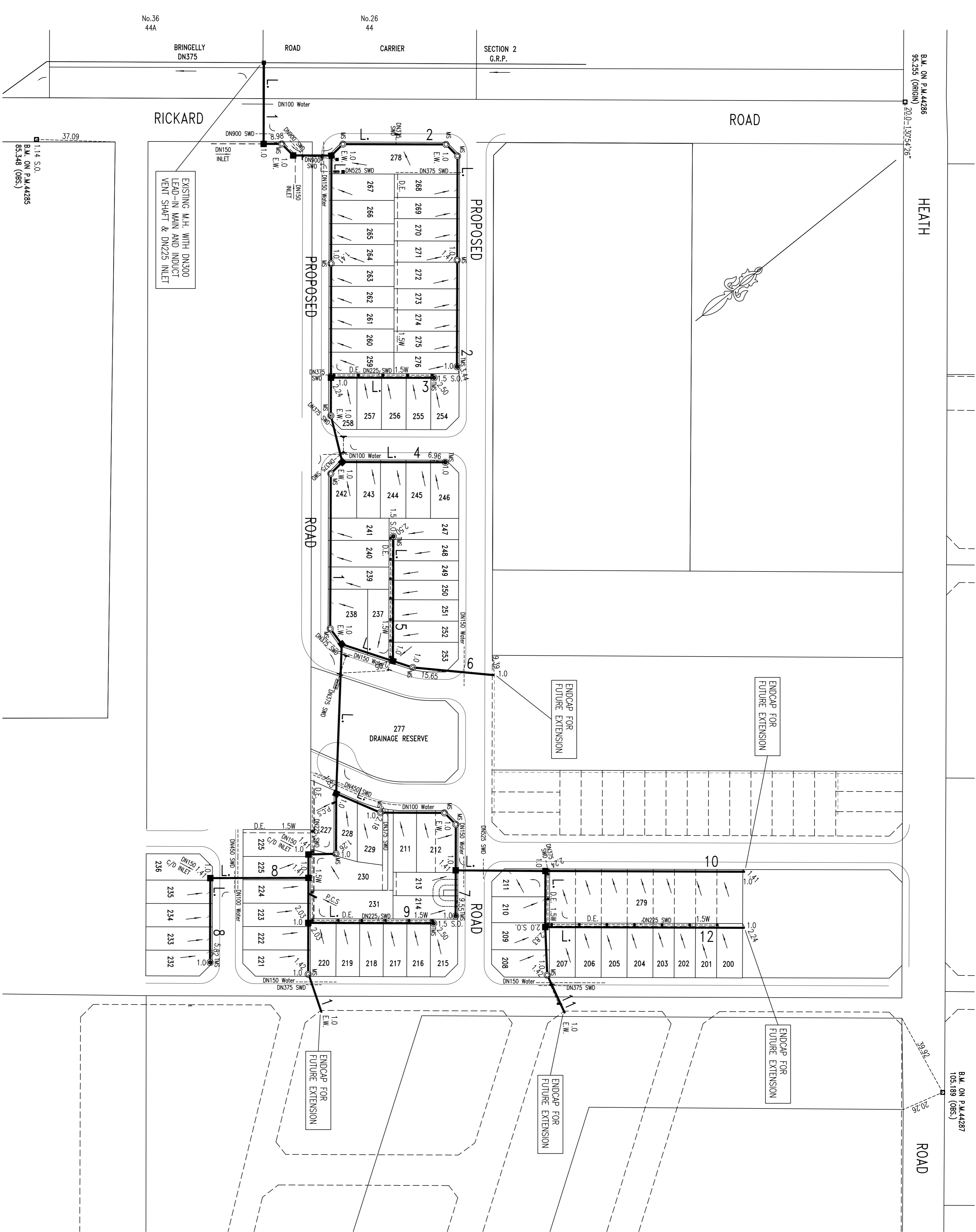
ANNEXURE A

Terms of Easement for Padmount Substation

APPLICANT

ENDEAVOUR ENERGY

- 4.0 The owner agrees that, without the prior written permission of Endeavour Energy and in accordance with such conditions as Endeavour Energy may reasonably impose, it will not:
- 4.1 install or permit to be installed any services or structure within the easement site, or
 - 4.2 alter the surface level of the easement site, or
 - 4.3 do or permit to be done anything that restricts access to the easement site by Endeavour Energy.
- 5.0 Endeavour Energy will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 6.0 Lessee of Endeavour Energy's Distribution System
- 6.1 Notwithstanding any other provision in this easement, the owner grants to Endeavour Energy the easement and acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
 - 6.2 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 Endeavour Energy.



- NOTES :-
1. WATER SERVING COORDINATOR
JOHN MDALEY & ASSOCIATES PTY LTD (CERTIFIED No. 271)
P.O. BOX 32
CAMPELLTOWN 2560
Ph. No. 4625 5055
FOR: GROWLAND PTY LTD
SUITE 301, LEVEL 3, 95 PITT STREET
SYDNEY N.S.W. 2000
Ph: (02) 8259 8080

2. ALL LOTS WERE VACANT AT TIME OF SURVEY.
3. ALL STRUCTURES TO BE CONSTRUCTED TO PROPOSED FINISHED SURFACE LEVELS.
4. PIPES TO BE CONCRETE ENCASED, SUPPORT TYPE 12U, SHOWN ACCORDINGLY.
5. ALL LEVELS ELECTRONICALLY GENERATED, NO LEVEL BOOK AVAILABLE.
6. THE MINIMUM NUMBER OF COMPACTION TESTS TO SATISFY STONEY WATER'S TECHNICAL SPECIFICATION FOR LOW INFILTRATION SEWER SYSTEMS ARE :
PIPE EMBEDMENT ZONE :- N/A
TRENCH FILL ZONE :- N/A
TRENCH FILL ZONE - NON TRAFFICABLE :- 48
STRUCTURES :- 104
7. THE PROPOSED SEWER WORKS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE SEWERAGE CODE OF AUSTRALIA - WSA 02 2002-22 STONEY WATER EDITION VERSION 3. THE CONTRACTOR MUST HAVE A COPY OF THESE DOCUMENTS ON SITE AT ALL TIMES. (SEE NOTE 14)
8. SERVICES SHOWN ARE INDICATIVE ONLY. A CURRENT SERVICES SEARCH AND SITE CHECK OF ALL EXISTING SERVICES WILL BE NECESSARY PRIOR TO COMMENCEMENT OF THE WORK AND APPROPRIATE PROCEDURES, PRECAUTIONS AND CARE NEED TO BE TAKEN WHEN WORKING WITHIN CLOSE PROXIMITY OF ANY SERVICES.
9. MEASURES REQUIRED TO PROTECT THE ENVIRONMENT ARE DETAILED IN THE ENVIRONMENTAL MANAGEMENT PLAN.
10. CONNECTIONS TO LIVE SEWERS TO BE CARRIED OUT BY CONTRACTOR WHEN APPROPRIATE APPROVAL HAS BEEN OBTAINED.
11. WHERE PIPES ARE TO BE CONCRETE ENCASED, A 10mm MEMBRANE IS TO BE PROVIDED AT THE FACE OF EACH JOINT.
12. ALL MAINTENANCE SHAFTS WITH A DEFLECTION ANGLE GREATER THAN 30° TO BE "SMARTSTREAM POOL PIT TYPE" OR APPROVED EQUIVALENT, AS PER MANUFACTURER'S SPECIFICATIONS WITH MANUFACTURED ANGLE AS SHOWN.
13. MAINTENANCE HOLES CH400 - CH1139.59 TO BE CONSTRUCTED IN ACCORDANCE TO DTC-2000, DTC-2200, DTC-2202, DTC-2203, DTC-2220, DTC-2221, DTC-2222, DTC-2251, DTC-2252 & DTC-2253
14. SEWER CONSTRUCTION TO BE IN ACCORDANCE WITH STONEY WATER'S TECHNICAL SPECIFICATION FOR LEAK TIGHT SEWER SYSTEMS* - VERSION 8.1 THIS SPECIFICATION HAS PRECEDENCE OVER THE SEWERAGE CODE OF AUSTRALIA - STONEY WATER EDITION.

- ENVIRONMENTAL REQUIREMENTS
1. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS IN ANY REVIEW OF ENVIRONMENTAL FACTORS (REF) REPORT.
 2. SIGNIFICANT EFFECTS ON THE ENVIRONMENT ARE TO BE MINIMIZED AND WHERE POSSIBLE, ACTIVITIES ARE TO BE RESTORED TO ORIGINAL CONDITION.
 3. THE FIELD HAS BEEN SURVEILLED AND REVEALED. THE RESULTS OF THE SURVEILLANCE ARE TO BE USED TO DETERMINE THE ABSOLUTE MINIMUM NECESSARY TO EFFECT THE WORKS.
 4. AREAS BEYOND WHICH DISTURBANCE WILL NOT BE REMITTED, SHALL BE SECURED WITH EXCLUSION FENCING AS ASKED BY THE SUPERINTENDENT.
 5. ALL CONSTRUCTION AREAS IS TO BE CEMPEXED FOR LATER REUSE IN SITE RESTORATION.
 6. MAJNE VEGETATION IN BUSHLAND AREAS IS TO BE SHIPPED FOR LATER REUSE IN SITE RESTORATION.
 7. ALL STOCKPIES OF EXPOSURE MATERIAL ARE TO BE SUPERSEDED BY A BANK OF STRAW BALES SUNKED INTO THE DRAINAGE.
 8. ALL EXISTING AREAS ARE TO BE RESTORED TO ORIGINAL CONDITION WITHIN 30 DAYS OF COMPLETING CONSTRUCTION ACTIVITIES.
 9. SUSTAINMENT CONTROLS, SITE RESTORATION AND ENVIRONMENTAL OF THE SUPERINTENDENT.

AMENDMENT DESCRIPTION		By	DATE
A	PLAN OF PROPOSED LAYOUT	M.P.	29/11/18
B	PLAN FOR TENDERING PURPOSES	M.P.	13/12/18
C	ADJUST BOUNDARIES & M.S. LOCATIONS	M.P.	27/02/19

PLAN TO BE READ IN CONJUNCTION WITH CURRENT STONEY WATER STANDARDS					UTILITIES			WORK AS CONSTRUCTED CERTIFICATION			PIPE SCHEDULE					AUSTRALIAN HEIGHT DATUM		NO AMENDMENTS ARE TO BE MADE TO THIS PLAN WITHOUT REFERENCE TO STONEY WATER. THIS PLAN IS NOT NECESSARILY UP TO DATE OR CORRECT AND STONEY WATER ACCEPTS NO RESPONSIBILITY.		SYDNEY WATER																	
STONEY WATER CORPORATION					TYPE	DATE	REF.	TYPE	DATE	REF.	DEVELOPER	CONSTRUCTOR	DESIGNER	DESIGNER	DESIGNER	DESIGNER	SIZE	TYPE	CLASS	LENGTH	PIPE JOINTING METHOD	NOTES	SCALE	SECTION	VERT.	PLAN	CROSS SECTIONS	LEAKING DEPTH	LEVELS	U.B. DIRECTORY	286 - DB (52nd ED)	SHEET	1 OF 4	File No.	N/A	CAMDEN SEWERAGE DRAINS TO SP1169	
PRIOR TO COMMENCEMENT OF EXCAVATION FOR PROPOSED AND EXISTING SERVICES CONTACT :-					PROP. WATER: 2500 Mm	13/12/18	17146										225	U.P.V.C.	SN8	568.54	R.R.L.																
					PROP. STORMWATER: 500	13/12/18	17146										150	U.P.V.C.	SN8	874.30	R.R.L.																
DIAL BEFORE YOU DIG																																					
ELECTRICITY																																					
GAS																																					
TELECOMMUNICATIONS																																					
GIVING AT LEAST 48 HOURS NOTICE																																					



FOLIO: 2/214064

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/2/2019	1:38 PM	2	15/2/1991

LAND

LOT 2 IN DEPOSITED PLAN 214064
AT LEPPINGTON
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP214064

FIRST SCHEDULE

KEITH JAMES MCKINNEY (T Z495064)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B129262 COVENANT
- * 3 AM730050 CAVEAT BY FRANKIAN INVESTMENTS (NO.55) PTY LTD

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: PP DP1247873.

*** END OF SEARCH ***



FOLIO: 204/616617

SEARCH DATE	TIME	EDITION NO	DATE
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8/2/2019	1:38 PM	3	1/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED.

LAND

LOT 204 IN DEPOSITED PLAN 616617
AT LEPPINGTON
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP616617

FIRST SCHEDULE

FRANCO PERCIBALLI (T T663234)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A651271 COVENANT
D19599 VARIATION OF COVENANT AFFECTING THE LAND SHOWN
SO BURDENED IN DP616617
- 3 B129262 COVENANT
D19600 VARIATION OF COVENANT AFFECTING THE LAND SHOWN
SO BURDENED IN DP616617
- 4 DP616617 RESTRICTION(S) ON THE USE OF LAND
- 5 7484228 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED
- * 6 AM730070 CAVEAT BY FRANKIAN INVESTMENTS (NO.55) PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1245516.

*** END OF SEARCH ***



FOLIO: B/345162

SEARCH DATE	TIME	EDITION NO	DATE
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8/2/2019	1:38 PM	4	22/5/2017

LAND

LOT B IN DEPOSITED PLAN 345162
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP345162

FIRST SCHEDULE

THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE
OF WOLLONGONG (T AM407359)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A651271 COVENANT
D19599 VARIATION OF COVENANT

NOTATIONS

UNREGISTERED DEALINGS: PP DP1247871 PP DP1248088.

*** END OF SEARCH ***



FOLIO: 2/614682

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/2/2019	4:12 PM	3	22/5/2017

LAND

LOT 2 IN DEPOSITED PLAN 614682
AT LEPPINGTON
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP614682

FIRST SCHEDULE

THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE
OF WOLLONGONG (T AM408737)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A829159 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: PP DP1247871 PP DP1248088.

*** END OF SEARCH ***



FOLIO: 205/616617

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/2/2019	1:38 PM	2	22/5/2017

LAND

LOT 205 IN DEPOSITED PLAN 616617
AT LEPPINGTON
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP616617

FIRST SCHEDULE

THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE
OF WOLLONGONG (T AM407269)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A651271 COVENANT
D19599 VARIATION OF COVENANT
- 3 DP616617 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: PP DP1247871 PP DP1248088.

*** END OF SEARCH ***

D. B. S. 11/09/94

Form 1

OFFICE USE ONLY

PLAN OF subdivision of Lot D in plan in D-39942

DP214064s

Camden

Engineered by D. B. S. 11/09/94

CA 61123 of 7-7-61

Title System TOLSON

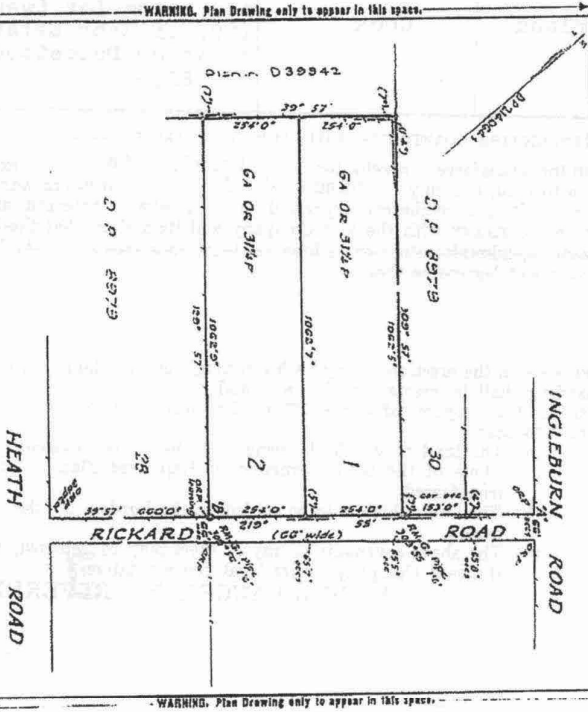
Parish

San Plan D 39942 (DP 8579)

Team or Locality LEPINGTON

Facility COOK

San Plan



Dimensions, South and Sections of Distributions and Bearings

HEATH ROAD

INGLEBURN ROAD

RICKARD ROAD

1. Agency: Kentucky Highway Department
2. Project: Subdivision of Lot D in plan in D-39942
3. Date: 11/09/94
4. Engineer: D. B. S.
5. Title: Plan of subdivision of Lot D in plan in D-39942
6. Scale: As shown
7. Notes: See notes on drawing
8. Remarks: This plan was prepared in accordance with the provisions of the Kentucky Subdivision Law, Chapter 126, R.S., and the provisions of the Kentucky Surveying Law, Chapter 127, R.S.

CONVERSION TABLE ACCORDING TO THE PROVISIONS OF THE KENTUCKY SUBDIVISION LAW

FEET	METERS
1	0.3048
2	0.6096
3	0.9144
4	1.2192
5	1.5240
6	1.8288
7	2.1336
8	2.4384
9	2.7432
10	3.0480
11	3.3528
12	3.6576
13	3.9624
14	4.2672
15	4.5720
16	4.8768
17	5.1816
18	5.4864
19	5.7912
20	6.0960
21	6.4008
22	6.7056
23	7.0104
24	7.3152
25	7.6200
26	7.9248
27	8.2296
28	8.5344
29	8.8392
30	9.1440
31	9.4488
32	9.7536
33	10.0584
34	10.3632
35	10.6680
36	10.9728
37	11.2776
38	11.5824
39	11.8872
40	12.1920
41	12.4968
42	12.8016
43	13.1064
44	13.4112
45	13.7160
46	14.0208
47	14.3256
48	14.6304
49	14.9352
50	15.2400
51	15.5448
52	15.8496
53	16.1544
54	16.4592
55	16.7640
56	17.0688
57	17.3736
58	17.6784
59	17.9832
60	18.2880
61	18.5928
62	18.8976
63	19.2024
64	19.5072
65	19.8120
66	20.1168
67	20.4216
68	20.7264
69	21.0312
70	21.3360
71	21.6408
72	21.9456
73	22.2504
74	22.5552
75	22.8600
76	23.1648
77	23.4696
78	23.7744
79	24.0792
80	24.3840
81	24.6888
82	24.9936
83	25.2984
84	25.6032
85	25.9080
86	26.2128
87	26.5176
88	26.8224
89	27.1272
90	27.4320
91	27.7368
92	28.0416
93	28.3464
94	28.6512
95	28.9560
96	29.2608
97	29.5656
98	29.8704
99	30.1752
100	30.4800

AC RD P 2-5

1. Draw: Revised Layout, revision number for the South Wales, Georgia
2. Date: 11/09/94
3. Engineer: D. B. S.
4. Title: Plan of subdivision of Lot D in plan in D-39942
5. Scale: As shown
6. Notes: See notes on drawing
7. Remarks: This plan was prepared in accordance with the provisions of the Kentucky Subdivision Law, Chapter 126, R.S., and the provisions of the Kentucky Surveying Law, Chapter 127, R.S.

NOT BLANKET SETTING COPY INSTEAD, CREATING
PUSH/PULL TO SECTION FOR DOCUMENTATION ADH.
VOLUME NUMBER DATA 0616617
13-7-1981

FRAME 2

I, Bruce Richard Davies, Under Secretary for Lands and
Register General for New South Wales, certify that this
negative is a photograph of a permanent record of a
document in my custody this day.

13th July, 1981

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

Lengths are in metres

(Sheet 1 of 2 sheets)

PART 1

Deposited Plan:

DP616617

Subdivision covered by Council
Clerk's Certificate No. 11/77
of 18-11-1977

Full name and address
of proprietor of the land:

Inghams Enterprises
Pty. Limited
Kurrajong Road, Casula

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

Restriction as to user

Schedule of lots affected

Lots Burdened

204

205

Lot 201 in Deposited Plan
6/66/8

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

Restriction as to user

Schedule of lots affected

Lots Burdened

Each lot

Lot Benefited
The other lot and lot 203 in
Deposited Plan 6/66/8

PART 2

1. Terms of restriction as to user firstly referred to in
above-mentioned plan.

(a) No animal shall be brought on to or allowed to remain on any
land burdened by this restriction without the written consent of the
proprietor of the lot benefited, unless such are house pets
kept and used for domestic purposes only.

(b) Notwithstanding paragraph (a) no pigs, poultry or dogs of a
pure or part greyhound strain, shall at any time be brought
onto or allowed to remain on any lot burdened or any part
thereof except with the prior written consent for the time
being of the registered proprietor of the lot benefited.

(c) In determining whether or not a dog is of greyhound or part
greyhound strain the onus and burden of proof shall be on
the person alleging that the dog is not of such strain.

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

Lengths are in metres

(Sheet 2 of 2 sheets)

Deposited Plan:

DP616617

Subdivision covered by
Council Clerk's
Certificate No. 11/77 of
18-11-1977.

(d) The registered proprietor of the lot benefited may attach
conditions to the giving of any such consent.

(e) The registered proprietor of the lot benefited may in his
absolute discretion and without giving any reason, refuse
to give any such consent and at any time and from time to
time revoke any such consent.

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

No fence shall be erected on any lot burdened or on the
boundary thereof or be used to divide it from any adjoining lot
benefited -

(a) without the prior written consent of;

(b) unless the design, construction and building material
used for any such fence complies with any guidelines
thereof determined by; and

(c) unless such fence is constructed, repaired and
maintained without cost or expense to;

Inghams Enterprises Pty. Limited or its successors in
title other than purchasers on sale.

THE COMMON SEAL OF INGHAMS
ENTERPRISES PTY. LIMITED
AND PURSUANT TO THE
ARTICLES OF ASSOCIATION IN
the presence of:

Secretary

Director



P4316 - 13/3/81

FRAME 1

I, Bruce Richard Davies, Under Secretary for Lands and
Registrar General for New South Wales, certify that this
document is a true and correct copy of a permanent record of a
document in my custody this day.

15th July, 1981

1741 D 39943 FP345162

Shire of Nepean

PLAN

of proposed subdivision of lot 274 D P 8978.

Ph of Cook Co of Cumberland.

Scale 200 feet to one inch

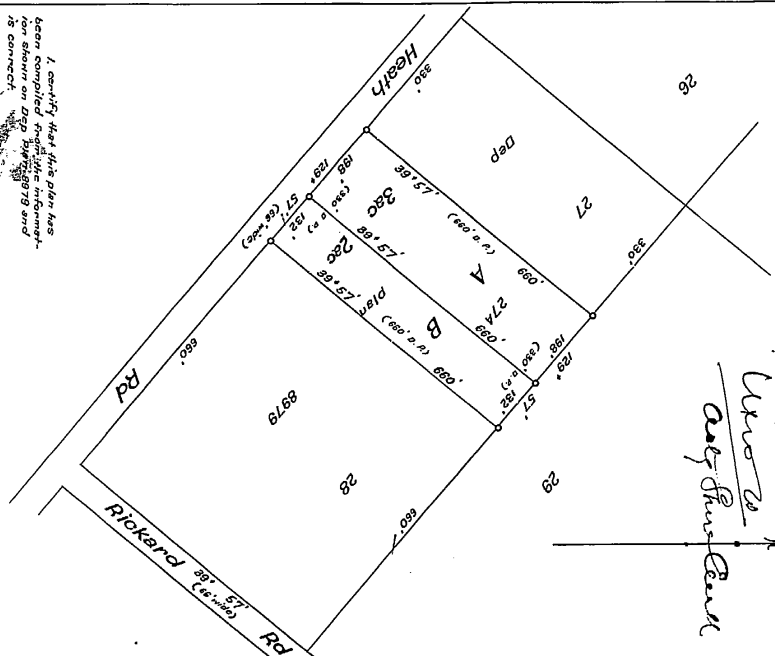
Misc. Plan of Subdn. (R.L.)

Regd. No. 45162

THE PLAN WAS REPORTED BY THE REGISTRAR
OF THE SHIRE OF NEPEAN ON
18 JANUARY 1941
AS BEING A CORRECT COPY OF THE
ORIGINAL PLAN.

Wm. C. Cook
Arthur Regal

*This is the Plan marked "B" referred to in transfer from Edith Regal to Karl Edward Hunt
by direction of Albert Arthur Regal dated the 17th day of July 1941.
Edith Regal.*



I certify that this plan has been compared with the original and is correct.
17/11/1941.
Arthur Regal
Surveyor
Sydney.

No survey or inspection of this land has been made by me.
Arthur Regal
18th August 1941.

CONVERSION TABLE ADDED IN
DEPARTMENT OF LANDS

DP 345162

FEET INCHES	METRES
4 6	20.117
1 32	40.234
1 32	40.234
3 30	100.350
6 60	200.700
AC RD P	221.108
AC RD P	Sq M
2 - -	8094
AC RD P	HA
3 - -	1.214

I, Bruce Richard Douglas, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 12th day of July, 1978

Bruce Douglas

1

129262 W

its must not be disclosed
in transfer)

less estate, striking out "in
simple," and interline the
first alteration.

THOMAS RUDDIE of West Maitland, *Haris Norway*

B. 129262

B 129262

(herein called transferee)

o two or more, state -
 their a joint estate or
 estate in common.

do hereby transfer to the said transferee **ALL such Estate and Interest in ALL THE land mentioned in the schedule following:**

(4) County.	Parish.	State if Whole or Part.	Vol.	Vol.
Cumberland	Cook	Part and being Lot twenty nine (29) of Baby Estate as shown on Deposited Plan No. 8979.	3155	165

~~And the transferee covenants with the transferor~~

As the Transferee, hereby for himself his executors, administrators and assigns and to and to bind, not only himself his executors, administrators and assigns but also the said piece of land hereinafter expressed to be hereby transferred and the successors, owners and tenants thereof covenants with the said Company and its assigns that the Transferee or his executors, administrators or assigns shall not erect or permit to be erected in the said land any main building of less value than:

And for the purposes of Section 89 of the Conveyancing Act of 1919, it is HEREBY FURTHER AGREED AND DECLARED that:-

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 8679 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land described herein.
- (c) The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO:

Very short note will suffice.

executed within the State
s instrument should be
ued or acknowledged before
the Registrar-General,
puty Registrar-General,
otary Public, a J.P.,
ommissioner for Affidavits,
whom the Transferor is
own, otherwise the attes-
tation must appear
before one of the above func-
tionaries to make a declara-
tion in the annexed form.
For instruments executed
otherwise, see page 2.

peant attestation if
necessary.

the Transactor or Trans-
ree signs by a mark, the
testation must state "that
the instrument was read over
and explained to him, and
that he appeared fully to
understand the same."

Signed at _____
 THE COMMON SEAL OF N.S.W. REALTY
 Co., LIMITED was hereto affixed
 by JAMES BENNETT RICKARD this
 _____ day of September 1924
 in the presence of _____

***Signed**

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Accepted, and I hereby certify this Transfer to be correct
for the purposes of the Real Property Act.

12.20. *Richard*
 S. 1911 *Richard*
Richard
 Transferred.

if signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 5 signed by the attorney before a witness.

signed by the attorney before a witness.

4051

B 13701

CONSENT GAGEE.

The City of Sydney Municipal Council hereby consents to the release and discharge of the land comprised in the mortgage under Mortgage No. 1020 and all claims thereunder but without prejudice to my rights and interests as regards the balance of the land comprised in such mortgage.

The Council of the City of Sydney Municipal Council hereby consents to the release and discharge of the land comprised in the mortgage under Mortgage No. 1020 and all claims thereunder but without prejudice to my rights and interests as regards the balance of the land comprised in such mortgage.

Signed in my presence by

who is personally known to me

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 1110262 under the authority of which he has just executed the within transfer.

Signed at

the

day of

192

Signed at the place and on the date above mentioned, in the presence of—

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand nine hundred and twenty, the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

15 Acres / roads 224

Lot 29 D. P. 8979

Shire

Nepean

Municipality

Parish

Book County Cumberland

Subject to Covenant

Thomas Ruddle Transferee.

DOCUMENTS LODGED HEREWITH

to be noted in by person lodging same.

Nature. No. Reg'd Propri. M't'gor, etc.

Particulars entered in Register Book, Vol. 335 Fol. 65

INDEXED

10 OCT 1924

GR

CHIEF

day of October 1924 at 12 o'clock in the noon.

Registrar-General

PROGRESS RECORD

Sent to Survey Branch	10/10/24
Received from Records	26/10/24
Draft written	27/10/24
Draft examined	28/10/24
Diagram prepared	29/10/24
Diagram examined	30/10/24
Draft forwarded	31/10/24
Supt. of Engravers	1/11/24
Cancellation Clerk	2/11/24
Vol. 3649 Fol. 45	
Diagram Fees	
Additional Folios	

The parties, be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or any Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any Municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consul Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 2s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.

ARTHUR MUDDLE & STEPHENSON
SOLICITORS



MR. MURDER STEPHENSON, G. & Co. Ltd.

TELEPHONE: B 6894-D

TELEGRAMS AND TELEGRAPHIC ADDRESS:
"FAIRHOLM," SYDNEY

4 O'CONNELL STREET,

SYDNEY. 22nd May, 1960.

RECEIVED 19600

The Registrar General,
Land Titles Office,
SYDNEY.

Dear Sir,

RE CERTIFICATE OF TITLE VOLUME 8649 FOLIO
45.

We enclose herewith Deed of Release of Covenant made between the N.S.W. Realty Co. Limited and John Robert McKenzie dated the 19th instant, and are instructed on behalf of the registered proprietor, for whom we act, to request that you enter a memorandum upon the Certificate of Title varying the covenant as set out in the Deed of Release.

Thanking you.

Yours faithfully,

Arthur Muddle & Stephenson

No. 7 19600

Variation of Covenant

Shyres Ltd

Particulars entered in Register Book, Vol.

Folio

the

day of

19

at

o'clock in the

noon.

Register General.

Endorsement.....
Certificate



(REAL PROPERTY ACT, 1900.)



A651271G



4 00 20 F

FEE SIMPLE.

a Name, residence, occupation, or other designation, full of transferee. 81, N.S.W. REALTY CO. LIMITED

A651271

b If a less estate, strike out "in fee simple," and interline the required alteration.
c All subsisting encumbrances must be noted hereon. (See page 2.)
d If the consideration be not pecuniary, state its nature concisely.
being registered as the proprietor of an Estate in *fee simple*^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of^d
ONE HUNDRED AND SEVENTY EIGHT POUNDS EIGHT SHILLINGS (£178:8:0)

e Name, residence, occupation, or other designation, full of transferee. 8 paid to ~~me~~ by EDITH TEGEL, Wife of Julius Edward Tegel, of Rossmore in the State of New South Wales, Retired Grocer.

If a minor, state of what age, and forward certificate or declaration as to date of birth.
If a married woman, state name, residence, and occupation of husband.

8 the receipt whereof 8 hereby acknowledge,

f If to two or more, state whether as joint tenants or tenants in common. 8 do hereby transfer to the said^f Edith Tegel

g Area in acres, roods, or perches. 8 ALL ~~my~~^{1P} Estate and Interest, as such registered proprietor, in ALL THAT piece of land containings

h Parish or town and county. 17/1/20 situate in^h Shire of Nepean, Parish of Cook, and County of Cook

i "The whole" or "part," as the case may be.

j "Crown grant," or "Certificate of Title," beingⁱ part of the land comprised in^j Certificate of Title

k Strike out if not appropriate.

20 July 1907 dated 20 July 1907 registered volume No. 1793 folio 200

8 And also in the pieces of land as follows, and being Lots 26, 27

and 27A Deposited Plan No. 8979.

AND the said Edith Tegel doth hereby for herself her heirs executors administrators and assigns COVENANT AND AGREE with the said N.S.W. Realty Co. Limited and its assigns that she the said Edith Tegel her heirs executors administrators and assigns shall fence the land above described when built on AND no advertisement hoarding shall be erected on the land above described AND it is agreed that the above covenants are appurtenant to the whole of the land comprised in the said Certificate of Title AND that the whole of the land above described is subject to the burden of the said covenants AND FURTHER that the said covenants may be released modified or varied by the Transferrors.

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted. The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

84 3121

NIL

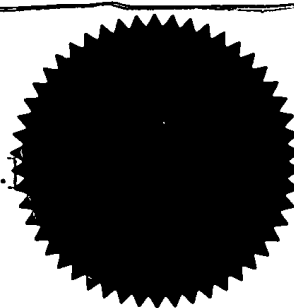
The Company, Real Estate, N. S. W. REALTY
CO. LIMITED

James Bennett Rickard

7th October
1920

James Bennett Rickard

[Rule up all blanks before signing.]



m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferror or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

In witness whereof, I have hereunto subscribed my name, at

the day of in the year
of our Lord one thousand nine hundred and

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

m

Signed

Transferror.*

n Repeat attestation for additional parties if required.

St 2121.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

EDITH TEGEL

WHO IS PERSONALLY KNOWN TO ME

Patricia R. Verity
Law Clerk, Sydney

N.S.W. Realty Co. Limited No A 558879 dated 12/4/20.
H. S. H. Trust.

Edith Tegel

Transferee.

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured: See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

WE, ALFRED RICHARDSON HOLDSHIP of Sydney in the State of New South Wales Solicitor WILLIAM ERNEST JOHNSTON HOLDSHIP of Lithgow in the said State Merchant and ARTHUR HERBERT HOLDSHIP of Sydney aforesaid Solicitor being the Mortgagees under Memorandum of Mortgage dated 12th April 1920 and registered as Number A558879 from the within named N.S.W. Realty Co. Limited DO HEREBY discharge the said Mortgage so far as regards the lands comprised in the within Transfer but without prejudice to our rights and remedies against the said N.S.W. Realty Co. Limited and also sureties and third persons and reserving to ourselves all rights and remedies and powers under the said Memorandum of Mortgage in respect of the land thereby mortgaged other than that described in the within written Memorandum of Transfer.

IN WITNESS whereof we have hereunto subscribed our names the *Seventh* day of *October* — in the year of our Lord One thousand nine hundred and twenty.

SIGNED at Sydney in my presence by the said ALFRED RICHARDSON HOLDSHIP and ARTHUR HERBERT HOLDSHIP who are personally known to me —

Alfred R. Holdship
Arthur Holdship

N.B. Hughesdon
and Clerk to both Holdships
Sol. Sydney

AND at Lithgow in my presence by the said WILLIAM ERNEST JOHNSTON HOLDSHIP who is personally known to me —

W. E. J. Holdship

Blanca H. H. Jones
Sol. Lithgow

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the

day of _____, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

Name of witness and residence.

Name of Transferrer.

Name of Transferee.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Lodged by

(Name) Joseph J. Jagelman

(Address) 67 Castlereagh St.

Sydney

Transferree.

Particulars entered in the Register Book, Vol. 3135

Folio 165

the 11th day of January, 1921.
at 10 minutes 10 o'clock
in the fore noon.

Registrar General

12 JAN 1921

29.12.20/10
30.12.20/10

5.1.21. 10/10
6.1.21. 10/10
do 10/10

3148

111

A 651271

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is intended to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole is sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for such additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferree or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

ARTHUR MUDDLE & STEPHENSON

SOLICITORS

JAS. HUNTER STEPHENSON, B. A., LL. B.

TELEPHONES B 6894-5

CABLE AND TELEGRAPHIC ADDRESS:
'FAIRHOLM,' SYDNEY

D 19599

4 O'CONNELL STREET,

SYDNEY, 22nd May, 1941.

3 MAY 1941
REQUEST



The Registrar General,
Land Titles Office,
SYDNEY.

Dear Sir,

MAY 23 11 51 AM 1941
RE CERTIFICATE OF TITLE VOLUME 3148 FOLIO 111.

We enclose herewith Deed of Release of Covenant made between the N.S.W. Realty Co. Limited and Edith Tegel dated the 19th instant, and are instructed on behalf of the registered proprietor, for whom we act, to request that you enter a memorandum upon the Certificate of Title varying the covenant as set out in the Deed of Release.

Thanking you.

Yours faithfully,

No. D 19599

Variation of Covenant

Signed MS

Particulars entered in Register Book, Vol.

Folio

the day of 19

at o'clock in the noon.

Registrar General

Endorsement
Certificate

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT 1900.)



A829159L

FEE SIMPLE.

11/2/22



23622Z

23622Z

RECd. - 1 JUL 1922 10.31 A.M.

A829159

A829159

N.S.W. REALTY CO. LIMITED
~~GREENACRE PARK LIMITED~~, OF 84B PITT STREET, SYDNEY,

being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described
subject, however, to such encumbrances, liens, and interests, as are notified by memorandum
underwritten or endorsed hereon—in consideration of EIGHTY SEVEN POUNDS TEN
SHILLINGS (£87.10.0) ✓

paid to it by GILBERT HAROLD PUDNEY of Dawes Point Traveller ✓

the receipt whereof is hereby acknowledged

doth hereby transfer to the said GILBERT HAROLD PUDNEY /

ALL its Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

situate in parish of Cook ✓

county of Cumberland ✓

being part ✓ of the land comprised in Certificate of Title /

dated 6th December 1920 / registered volume No. 3135 /

folio 165 /

And being Lot Twenty-eight (28) of the Raby Estate as shown on Deposited
Plan No. 8979 ✓

AND the said Gilbert Harold Pudney doth
hereby for himself his executors, administrators and assigns and so as to bind not only himself his
executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby
transferred and the successive owners and tenants thereof COVENANT with the said Company and its
assigns that the said
~~executors, administrators or assigns shall not erect or permit to be erected on the said land any main
building of less value than~~

And that on the erection of any such building, the said land shall be fenced, AND that no advertisement
hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND
DECLARED that:—

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 8979 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land described herein.
- (c) The above covenants or any of them may be released, varied or modified with the consent of the said Company, its successors or assigns.

11 828492
Autony 30/6
CAMPBELL & ROWE,
PER 68

N.S.W. REALTY
The Common Seal of the ~~GREEN ACRES~~
CO. LIMITED
PARK-LIMITED was hereto affixed on
JAMES BENNETT RICKARD
this Twenty-first day of
June 1922 by me
in the presence of
Ed. G. Rowe
Managing Director.

James Bennett Rickard

Transferor.

(Who will also sign Declaration in accordance with Dower Note
at the top of the first page.)

Signed in my presence by the said

GILBERT HAROLD PUDNEY

WHO IS PERSONALLY KNOWN TO ME

Ed. G. Rowe

Clerk to

Campbell & Rowe,
Solicitors, Sydney.

Accepted and I hereby certify this transfer to be
correct for the purposes of the Real Property
Act.

Gil. H. Pudney
Transferree,

(The above may be signed by the Solicitor, when the signature
of Transferree cannot be procured.)
N.B.—Section 117 requires that the above Certificate be signed
by Transferree or his Solicitor, and renders liable any person
falsely or negligently certifying to a penalty of £50; also to
damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at _____, the

day of _____, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

10 ac lot 28 D-P 8979

Shire of Leppan

the book

to Cumberland

Subject to covenant, agreement
& declaration

Lodged by CAMPBELL & ROWE
ARTHUR RICKARD & CO., LTD.,
84B PITT STREET,
SYDNEY.

A 829159

Transferor.

Gilbert Harold Pudney

Transferee.

Particulars entered in the Register Book, Vol. 3138
Folio. 165,

the 12th day of July 1972
at minutes 12 o'clock
in the noon

Deputy Registrar General



831105-1

	DATE.	INITIAL
SENT TO SURVEY BRANCH	4.7.22	EM
RECEIVED FROM RECORDS	4.7.22	EM
DRAFT WRITTEN	5	EM
DRAFT EXAMINED	10.7.22	EM
DIAGRAM COMPLETE	10	EM
DIAGRAM EXAMINED	10	EM
DRAFT FORWARDED	10	EM
RETD. TO RECORDS (REQUISITE)		
REGISTER.		
RETURNED FROM RECORDS		
CERTIFICATE ENCROSSED	13 JUL 1922	EM
SUPT. OF ENCROSSERS		
DEP. REGISTRAR GENERAL		

VOL. 3338 FOL. 98

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Applicant: CW Conveyancing
PO Box 8
PEAKHURST NSW 2210

Certificate number: 20190542
Receipt number: 1986556
Property number: 105533
Certificate date: 12/02/2019
Certificate fee: \$133.00
Applicant's reference: Crownland

DESCRIPTION OF PROPERTY

Title: LOT: 204 DP: 616617
Property: 154 Heath Road LEPPINGTON 2179

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 30 - Intensive Agriculture

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 62 - Sustainable Aquaculture

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

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 (Environment) 2017

SEPP (Primary Production and Rural Development) 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

No

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 1 July 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 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.**

Yes.

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

Yes.

- (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

Camden Growth Areas Contributions Plan - Leppington Precinct and Leppington North Precinct

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.

Council has been supplied by the NSW Rural Fire Service with a Bush Fire Prone Land Map for the purposes of a bush fire risk management plan applying to the land within the Camden Local Government Area. Based on that map, it appears the land referred to in this certificate is partially bushfire prone land.

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.

INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT:

OTHER INFORMATION

1 Western Sydney Airport - Badgerys Creek

On 15 April 2014 the Federal Government confirmed that the site of Western Sydney's new airport will be Badgerys Creek. A draft Environmental Impact Statement (EIS) and draft Airport Plan were on public exhibition from 19 October to 18 December 2015.

On 15 September 2016 the final EIS was presented to the Commonwealth Minister for the Environment and Energy. On 11 November the Minister provided a notice of environmental conditions to be placed on the airport development.

On 12 December 2016 the Minister for Urban Infrastructure determined the Western Sydney Airport Plan. This determination provides the authorisation to allow the construction and operation of stage 1 of the proposed airport (a single runway facility expected to be operational in the mid-2020s).

Further information on Western Sydney airport is available at www.westernsydneyairport.gov.au, or from the Commonwealth Department of Infrastructure and Regional Development at www.infrastructure.gov.au.

2 Outer Sydney Orbital Corridor Identification, North South Rail Line and South West Rail Link Extension Corridor Identification

On 26 March 2018, the NSW Government released for comment a recommended corridor of land

for the Outer Sydney Orbital, North South Rail Line and South West Rail Link Extension which may affect land in the Camden Local Government Area.

A new State Environmental Planning Policy is also proposed to be created that will protect these corridors, once the alignments have been finalised.

On 22 June 2018, the NSW Government announced a revised corridor of land for the Outer Sydney Orbital in response to community feedback.

Further information on the recommended corridor alignments and a Discussion Paper that explains the intended effects of the new State Environmental Planning Policy is available at www.transport.nsw.gov.au/corridors.

3 Miscellaneous Information

* Additional Flooding Information:

The subject land is affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.

* Coal Seam Gas Extraction:

Coal Seam Gas Extraction takes place within the Camden Local Government Area. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant the licence holder, as to the location of gas wells. In February 2016 AGL announced that it will cease production at the Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

* Contamination Information:

In relation to Council's policy 'Management of Contaminated Lands' there are report/s and information which may apply to the land. Further details can be obtained from Council, please contact Council's customer service.

Note: The report/s and information which apply to the land may be either:

- * Preliminary detailed contamination investigations, identifying whether there is, was or was not any contamination or potential contaminating activities affecting the land;
- * Remediation action plans setting out works required to deal with any contamination and make the land suitable for its intended use;
- * Validation reports and / or independent site audits which verify the satisfactory completion of remediation or decontamination works;
- * Environmental Management Plans.

* Salinity Information:

In relation to Council's Policy on Building in a Salinity Prone Environment, there are salinity report/s or management plans which apply to the land.

Further details can be obtained from Council, please contact Council's customer service.

Note: Where a section 88B instrument applies to the land this may include a restriction specifying the relevant salinity management plan.

* Western Sydney Airport - Obstacle Limitation Surface:

The land is within the Obstacle Limitation Surface (OLS) established within a radius of approximately 15km of Western Sydney Airport, with potential height or development limitations to protect airport airspace.

Further information, including the height of the OLS at any point around the airport, is available on Western Sydney Airport website: <https://www.wsaco.com.au/about/airspace-protection-for-western-sydney-airport>

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

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Applicant: CW Conveyancing
PO Box 8
PEAKHURST NSW 2210

Certificate number: 20190543
Receipt number: 1986558
Property number: 109534
Certificate date: 12/02/2019
Certificate fee: \$133.00
Applicant's reference: Crownland

DESCRIPTION OF PROPERTY

Title: LOT: 2 DP: 214064
Property: 25 Rickard Road LEPPINGTON 2179

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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.

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SEPP No 21 - Caravan Parks

SEPP No 30 - Intensive Agriculture

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 62 - Sustainable Aquaculture

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

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 (Environment) 2017

SEPP (Primary Production and Rural Development) 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.

A. SP2 INFRASTRUCTURE

CAMDEN GROWTH CENTRES PRECINCT PLAN

Objectives of zone

- * To provide for infrastructure and related uses.
- * To prevent development that is not compatible with or that may detract from the provision of infrastructure.

B. Permitted without consent

Roads.

C. Permitted with consent

The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose

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 or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

Low Rise Medium Density Housing Code

Complying development MAY or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

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 1 July 2019

Rural Housing Code

Complying development MAY or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

Greenfield Housing Code

Complying development MAY or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

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 or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

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 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.**

Yes.

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

Yes.

- (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.

Yes, clause 5.1 of the Camden Growth Centres Precinct Plan applies to the land as shown on the

Land Reservation Acquisition Maps under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

9 Contributions plans

The name of each contributions plan applying to the land

Camden Growth Areas Contributions Plan - Leppington Precinct and Leppington North Precinct

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.

Council has been supplied by the NSW Rural Fire Service with a Bush Fire Prone Land Map for the purposes of a bush fire risk management plan applying to the land within the Camden Local Government Area. Based on that map, it appears the land referred to in this certificate is partially bushfire prone land.

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.

INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT:

OTHER INFORMATION

1 Western Sydney Airport - Badgerys Creek

On 15 April 2014 the Federal Government confirmed that the site of Western Sydney's new airport will be Badgerys Creek. A draft Environmental Impact Statement (EIS) and draft Airport Plan were on public exhibition from 19 October to 18 December 2015.

On 15 September 2016 the final EIS was presented to the Commonwealth Minister for the Environment and Energy. On 11 November the Minister provided a notice of environmental conditions to be placed on the airport development.

On 12 December 2016 the Minister for Urban Infrastructure determined the Western Sydney Airport Plan. This determination provides the authorisation to allow the construction and operation of stage 1 of the proposed airport (a single runway facility expected to be operational in the mid-2020s).

Further information on Western Sydney airport is available at www.westernsydneyairport.gov.au, or from the Commonwealth Department of Infrastructure and Regional Development at www.infrastructure.gov.au.

2 Outer Sydney Orbital Corridor Identification, North South Rail Line and South West Rail Link Extension Corridor Identification

On 26 March 2018, the NSW Government released for comment a recommended corridor of land for the Outer Sydney Orbital, North South Rail Line and South West Rail Link Extension which may affect land in the Camden Local Government Area.

A new State Environmental Planning Policy is also proposed to be created that will protect these corridors, once the alignments have been finalised.

On 22 June 2018, the NSW Government announced a revised corridor of land for the Outer Sydney Orbital in response to community feedback.

Further information on the recommended corridor alignments and a Discussion Paper that explains the intended effects of the new State Environmental Planning Policy is available at www.transport.nsw.gov.au/corridors.

3 Miscellaneous Information

*** Additional Flooding Information:**

The subject land is affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.

*** Coal Seam Gas Extraction:**

Coal Seam Gas Extraction takes place within the Camden Local Government Area. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant the licence holder, as to the location of gas wells. In February 2016 AGL announced that it will cease production at the Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

*** Contamination Information:**

In relation to Council's policy 'Management of Contaminated Lands' there are report/s and information which may apply to the land. Further details can be obtained from Council, please contact Council's customer service.

Note: The report/s and information which apply to the land may be either:

- * Preliminary detailed contamination investigations, identifying whether there is, was or was not any contamination or potential contaminating activities affecting the land;
- * Remediation action plans setting out works required to deal with any contamination and make the land suitable for its intended use;
- * Validation reports and / or independent site audits which verify the satisfactory completion of remediation or decontamination works;

* Environmental Management Plans.

* Salinity Information:

In relation to Council's Policy on Building in a Salinity Prone Environment, there are salinity report/s or management plans which apply to the land.

Further details can be obtained from Council, please contact Council's customer service.

Note: Where a section 88B instrument applies to the land this may include a restriction specifying the relevant salinity management plan.

* Western Sydney Airport - Obstacle Limitation Surface:

The land is within the Obstacle Limitation Surface (OLS) established within a radius of approximately 15km of Western Sydney Airport, with potential height or development limitations to protect airport airspace.

Further information, including the height of the OLS at any point around the airport, is available on Western Sydney Airport website: <https://www.wsaco.com.au/about/airspace-protection-for-western-sydney-airport>

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

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Applicant: CW Conveyancing
PO Box 8
PEAKHURST NSW 2210

Certificate number: 20190763
Receipt number: 1998989
Property number: 105529
Certificate date: 26/02/2019
Certificate fee: \$53.00
Applicant's reference:

DESCRIPTION OF PROPERTY

Title: LOT: B DP: 345162
Property: 140 Heath Road LEPPINGTON 2179

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 30 - Intensive Agriculture

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 62 - Sustainable Aquaculture

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

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 (Environment) 2017

SEPP (Primary Production and Rural Development) 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.

A. SP2 INFRASTRUCTURE

CAMDEN GROWTH CENTRES PRECINCT PLAN

Objectives of zone

- * To provide for infrastructure and related uses.
- * To prevent development that is not compatible with or that may detract from the provision of infrastructure.
- B. Permitted without consent
Roads.
- C. Permitted with consent
The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose
- 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 or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

Low Rise Medium Density Housing Code

Complying development MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

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 1 July 2019

Rural Housing Code

Complying development MAY or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

Greenfield Housing Code

Complying development MAY or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

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 or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

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 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.**

No.

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

Yes.

- (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.

Yes, clause 5.1 of the Camden Growth Centres Precinct Plan applies to the land as shown on the Land Reservation Acquisition Maps under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

9 Contributions plans

The name of each contributions plan applying to the land

Camden Growth Areas Contributions Plan - Leppington Precinct and Leppington North Precinct

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.

Council has been supplied by the NSW Rural Fire Service with a Bush Fire Prone Land Map for the purposes of a bush fire risk management plan applying to the land within the Camden Local Government Area. Based on that map, it appears the land referred to in this certificate is partially bushfire prone land.

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

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Applicant: CW Conveyancing
PO Box 8
PEAKHURST NSW 2210

Certificate number: 20190762
Receipt number: 1998989
Property number: 109533
Certificate date: 26/02/2019
Certificate fee: \$53.00
Applicant's reference:

DESCRIPTION OF PROPERTY

Title: LOT: 2 DP: 614682
Property: 15 Rickard Road LEPPINGTON 2179

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 30 - Intensive Agriculture

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 62 - Sustainable Aquaculture

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

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 (Environment) 2017

SEPP (Primary Production and Rural Development) 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.

A. SP2 INFRASTRUCTURE

CAMDEN GROWTH CENTRES PRECINCT PLAN

Objectives of zone

- * To provide for infrastructure and related uses.
- * To prevent development that is not compatible with or that may detract from the provision of infrastructure.

B. Permitted without consent

Roads.

C. Permitted with consent

The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose

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 or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

Low Rise Medium Density Housing Code

Complying development MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

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 1 July 2019

Rural Housing Code

Complying development MAY or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

Greenfield Housing Code

Complying development MAY or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

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 or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

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 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.**

Yes.

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

Yes.

- (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.

Yes, clause 5.1 of the Camden Growth Centres Precinct Plan applies to the land as shown on the Land Reservation Acquisition Maps under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

9 Contributions plans

The name of each contributions plan applying to the land

Camden Growth Areas Contributions Plan - Leppington Precinct and Leppington North Precinct

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.

Council has been supplied by the NSW Rural Fire Service with a Bush Fire Prone Land Map for the purposes of a bush fire risk management plan applying to the land within the Camden Local Government Area. Based on that map, it appears the land referred to in this certificate is partially bushfire prone land.

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

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Applicant: CW Conveyancing
PO Box 8
PEAKHURST NSW 2210

Certificate number: 20190764
Receipt number: 1998989
Property number: 105531
Certificate date: 26/02/2019
Certificate fee: \$53.00
Applicant's reference:

DESCRIPTION OF PROPERTY

Title: LOT: 205 DP: 616617
Property: 146 Heath Road LEPPINGTON 2179

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 30 - Intensive Agriculture

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 62 - Sustainable Aquaculture

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

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 (Environment) 2017

SEPP (Primary Production and Rural Development) 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.

A. SP2 INFRASTRUCTURE

CAMDEN GROWTH CENTRES PRECINCT PLAN

Objectives of zone

- * To provide for infrastructure and related uses.
- * To prevent development that is not compatible with or that may detract from the provision of infrastructure.

B. Permitted without consent

Roads.

C. Permitted with consent

The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose

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 or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

Low Rise Medium Density Housing Code

Complying development MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

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 1 July 2019

Rural Housing Code

Complying development MAY or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

Greenfield Housing Code

Complying development MAY or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

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 or MAY NOT be carried out on the land.

Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land.

The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- The land is wholly or partially reserved for a public purpose

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 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.**

Yes.

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

Yes.

- (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.

Yes, clause 5.1 of the Camden Growth Centres Precinct Plan applies to the land as shown on the Land Reservation Acquisition Maps under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

9 Contributions plans

The name of each contributions plan applying to the land

Camden Growth Areas Contributions Plan - Leppington Precinct and Leppington North Precinct

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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>

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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.

Council has been supplied by the NSW Rural Fire Service with a Bush Fire Prone Land Map for the purposes of a bush fire risk management plan applying to the land within the Camden Local Government Area. Based on that map, it appears the land referred to in this certificate is partially bushfire prone land.

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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

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM

PRICE
No. 870936

of Camden

SYMBOLS AND ABBREVIATIONS

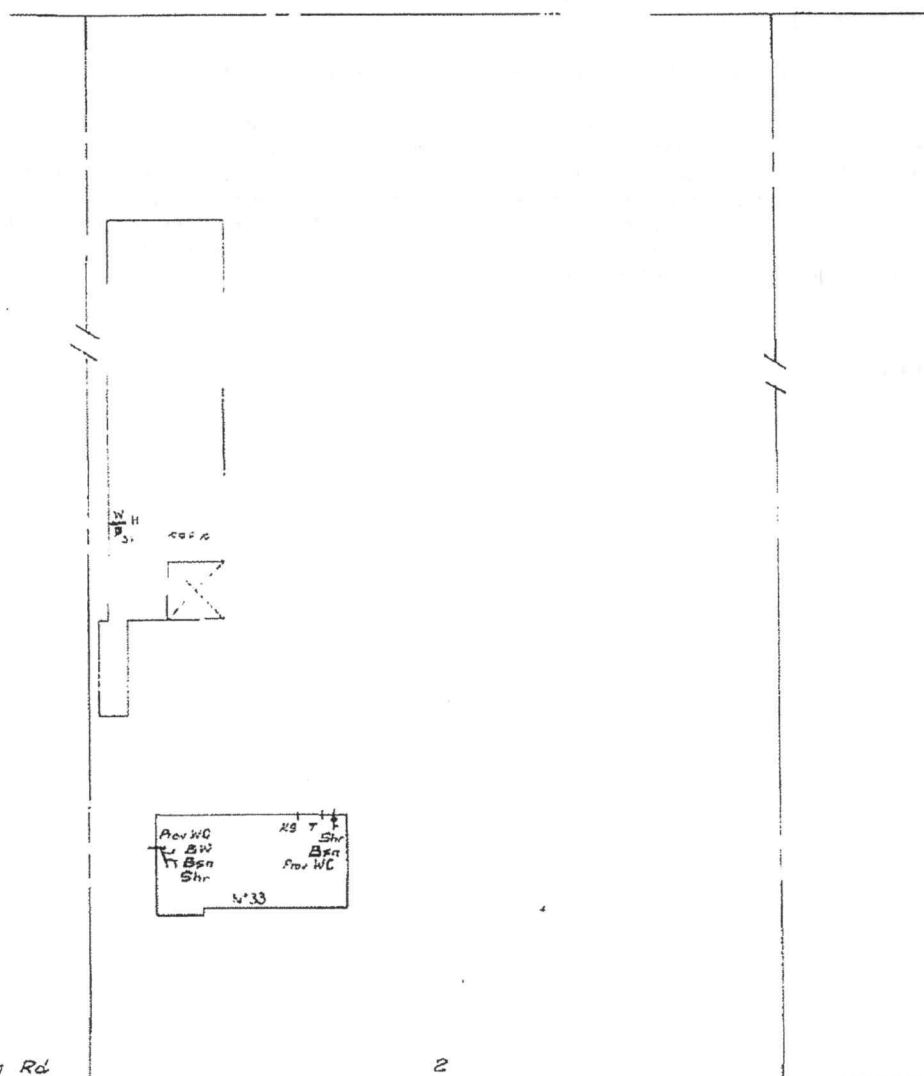
RV	Reflex Valve	IP	Induct Pipe	BSN	Basin
CE	Cleaning Eye	MF	Mice Flap	SR	Shower
OVERT	Vertical Pipe	T	Tubs	WIP	Wrought Iron Pipe
QVP	Vent Pipe	KS	Kitchen Sink	CIP	Cast Iron Pipe
QVP	Soil Vent Pipe	WC	Water Closet	FW	Floor Waste
DCC	Down Cast Cowl	BA	Bath Waste	WM	Washing Machine
SA	SEWER AVAILABLE				

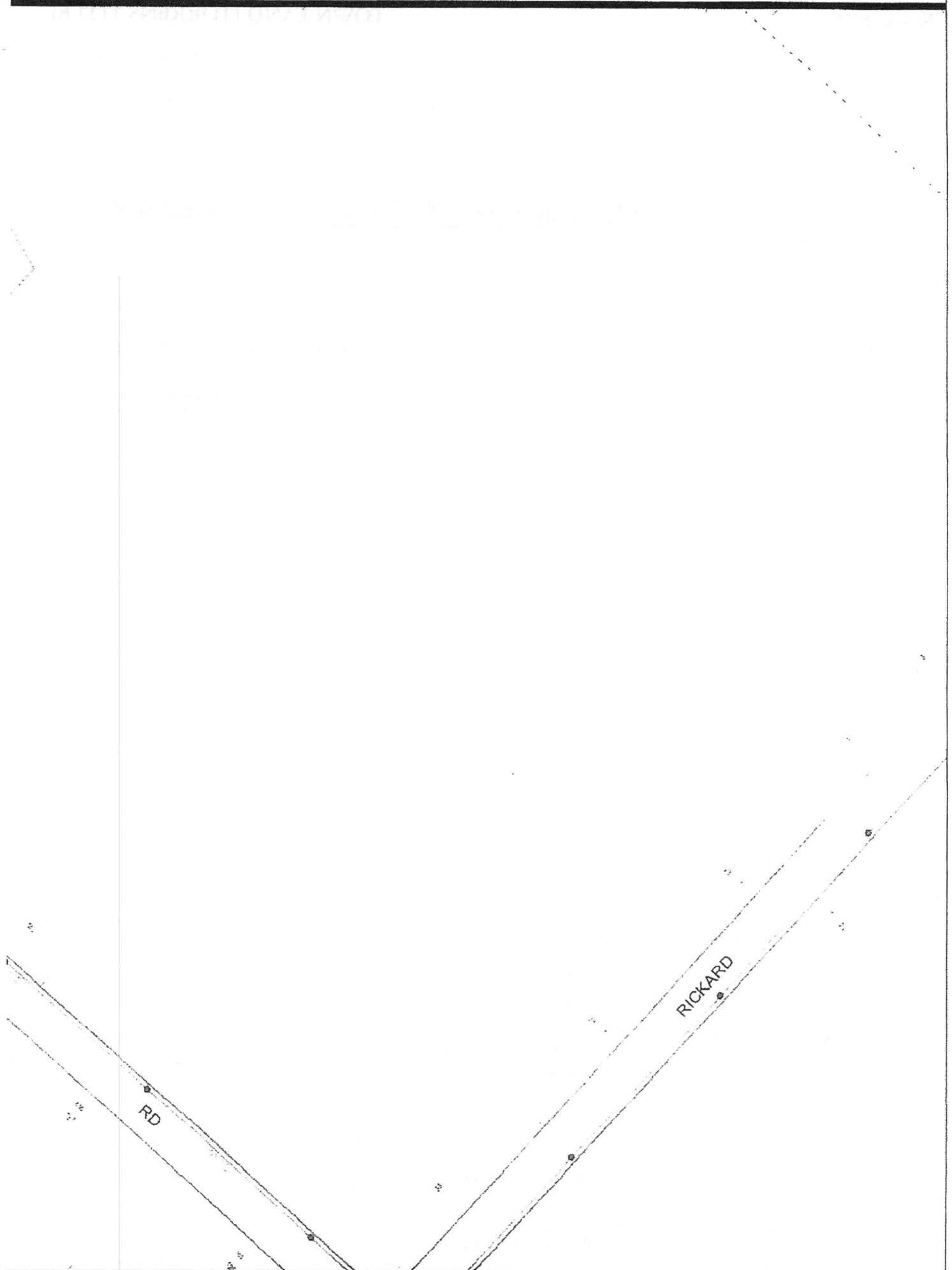
When not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.

Scale 1:500

For House Services Engineer

Boundary Trap is not required.





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.

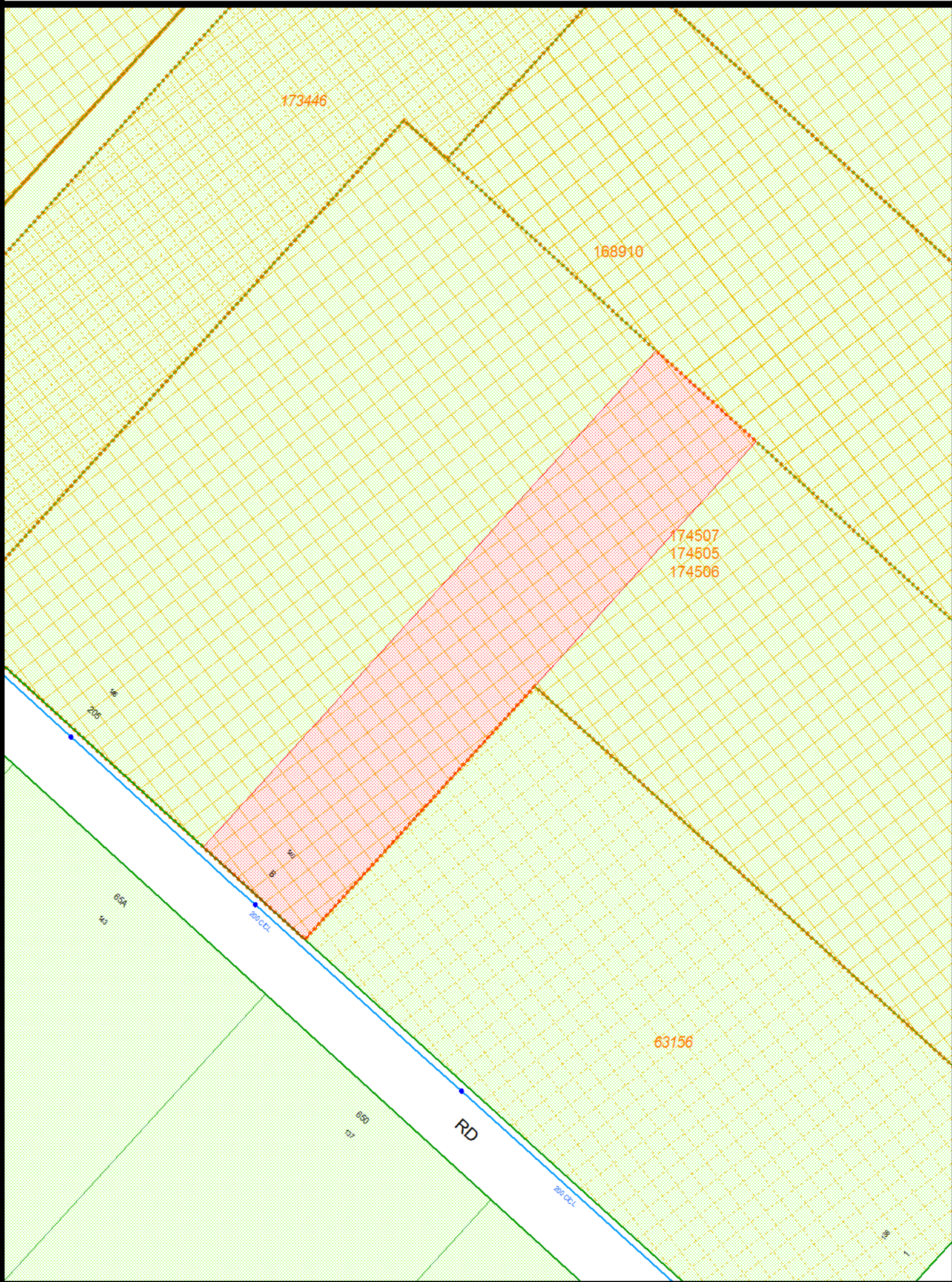


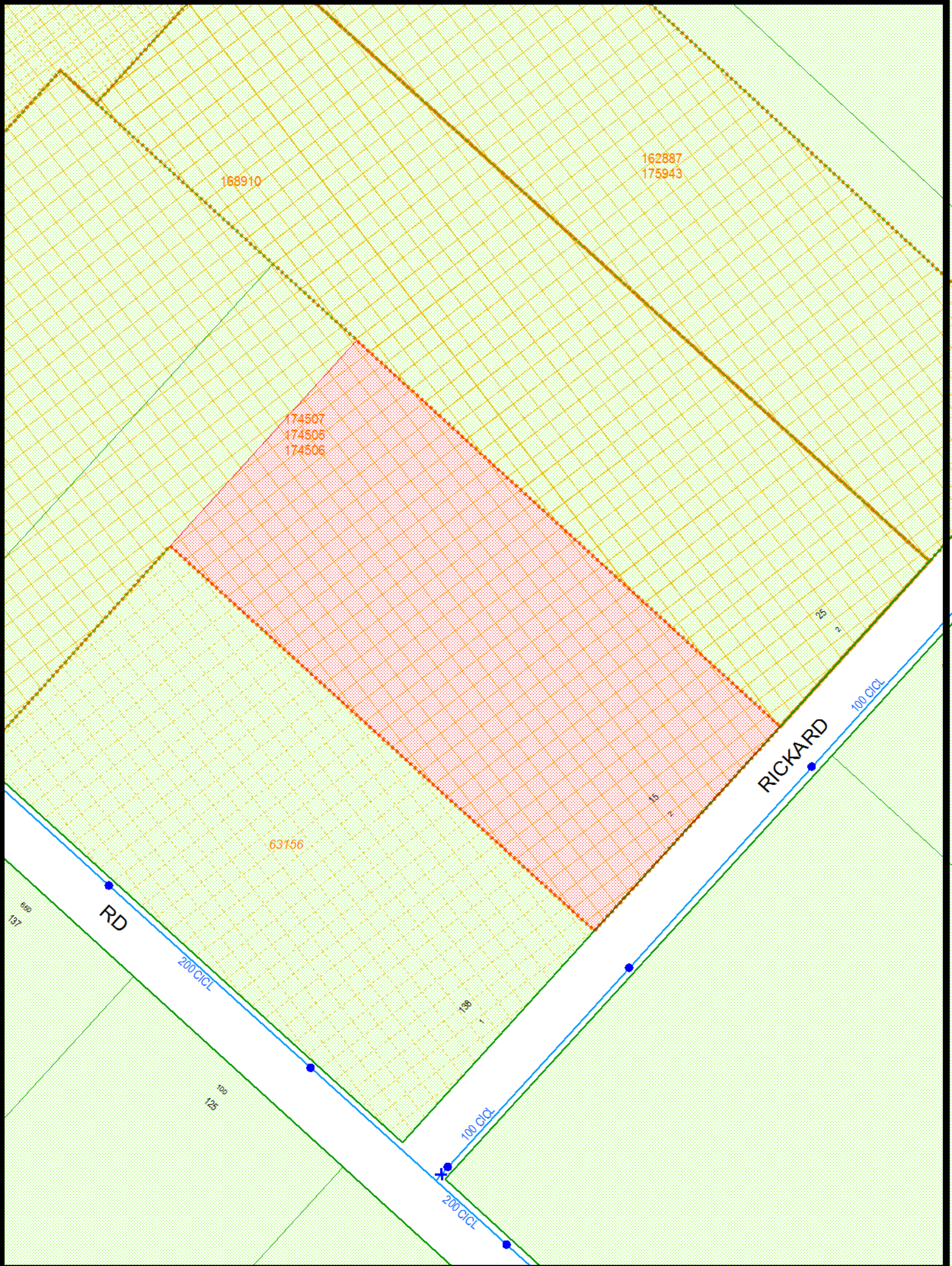
application 9587859 your ref 69248609
no diagram available
Produced By: Ruth Kunde
Date: 03/04/2017

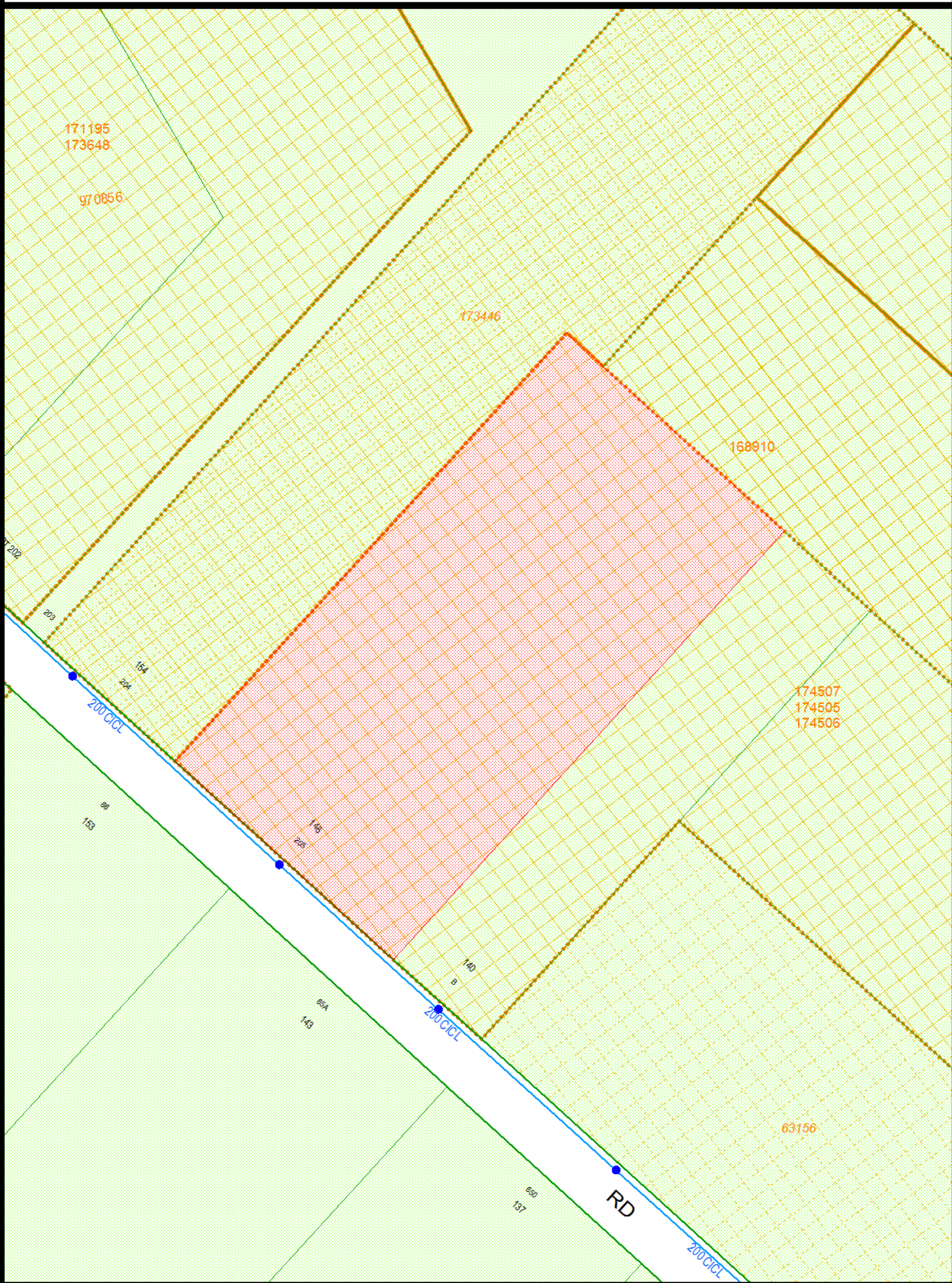
Suburb: LEPPINGTON
Map: 286 Grid: C7 Edition: Sydney UBD Edition 41
CMA Sheet: 7337-64-34
MGA Zone 56 (M) Central Co-ord: 296548 6239475

Scale: 1:2000
Copyright Reserved Sydney Water 2017
No warranty is given that this is complete or accurate.
SYDNEY WATER CORPORATION









RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

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
Council
County Council
Department of Planning and Environment
Department of Primary Industries
East Australian Pipeline Limited
Electricity and gas
Land & Housing Corporation
Local Land Services
NSW Department of Education

NSW Fair Trading
NSW Public Works Advisory
Office of Environment and Heritage
Owner of adjoining land
Privacy
Roads and Maritime Services
Subsidence Advisory NSW
Telecommunications
Transport for NSW
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.

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