© 2018 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457
You can prepare your own version of pages 1 - 3 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW E	Outy:
vendor's agent			phone fax ref
vendor	COBBITTY RESIDENTIAL PTY L	TD ACN 634 962 173 of Level 1	6, 5 Martin Place, Sydney NSW
vendor's solicitor	2000 <b>HWL EBSWORTH LAWYERS</b> Level 14, Australia Square, 264-278 GPO Box 5408, Sydney 2001 DX 129 Sydney	George Street, Sydney 2000	phone +61 2 9334 8555 fax 1300 369 656 ref Kathy Gray 942480
date for completion	The date specified in clause 38		
land (address, plan deta and title reference)		, <b>421C THE NORTHERN ROA</b> subdivision being a subdivision of	<b>D, COBBITTY NSW 2570</b> lot 501 in deposited plan 1231858
improvements attached copies	<ul> <li>✓ VACANT POSSESSION ☐ substitution substitution substitution substitution substitution for the company of the compan</li></ul>	port  home unit  carspac	ce storage space
A real esta	te agent is permitted by <i>legislation</i> to fill	up the items in this box in a sal	e of residential property.
inclusions	Not applicable		
exclusions	Not applicable		
FIRB Required	☐ No ☐ Yes		
purchaser Purchaser Addres	s		
Guarantor purchaser's solicitor conveyancer			phone fax ref
price	\$		inclusive of GST
deposit balance	\$ \$	(10% of t	he price, unless otherwise stated)
contract date		(if not stated,	the date this contract was made)
buyer's agent			
, ,	For execution by the partie	es see execution page attache	d
vendor		GST AMOUNT (optional) The price includes GST.	witness
<del>purchaser</del>	☐ JOINT TENANTS ☐ tenants in comm	on  in unequal shares	witness

2

Cho	oices		
Vendor agrees to accept a <i>deposit bond</i> (clause 3)	⊠ NO	☐ yes	
Proposed electronic transaction (clause 30)	☐ no	⊠ YES	
Parties agree that the deposit be invested (clause 2.9)	☐ NO	⊠ yes	
Tax information (the parties promise thi	s is correct a	ıs far as each part	y is aware)
Land tax is adjustable	☐ NO	⊠ yes	
GST: Taxable supply	☐ NO	oxtimes 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 not made in the course or furtherance of an enter by a vendor who is neither registered nor require GST-free because the sale is the supply of a going GST-free because the sale is subdivided farm lar input taxed because the sale is of eligible residuals.	rprise that the vent of the total to be registered and concern under the total the tot	endor carries on (section and for GST (section 9-5 ar section 38-325 supplied for farming ur	o(d)) oder Subdivision 38-O
Purchaser must make an <i>RW payment</i> (residential withholding payment)	□NO	yes (if yes, vendor mu	ust provide further details)
		below are not fully con 7 of the special conditi	npleted at the contract date
RW payment (residential withho	olding payme	ent) – further detai	ils
Frequently the supplier will be the vendor. However, son which entity is liable for GST, for example, if the vendor			
Supplier's name: Cobbitty Residential Pty Ltd			
Supplier's ABN:			
Supplier's business address: Level 16, 5 Martin Place, Sydney N	ISW 2000		
Supplier's email address: accounts@bhlgroup.com.au			
Supplier's phone number: 02 9048 9888			
Supplier's proportion of RW payment:			
If more than one supplier, provide the above details for e	each supplier.		
Amount purchaser must pay – price multiplied by the RW rate (re	sidential withhol	lding rate):	
Amount must be paid: AT COMPLETION at another time	ne (specify):		
Is any of the consideration not expressed as an amount in money  If "yes", the GST inclusive market value of the non-money	<del></del>	☐ yes	

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

#### **List of Documents**

Semeral	Strata or community title (clause 23 of the contract)  32 property certificate for strata common property  33 plan creating strata common property  34 strata by-laws  35 strata development contract or statement  36 strata management statement  37 strata renewal proposal  38 strata renewal plan  39 leasehold strata - lease of lot and common property  40 property certificate for neighbourhood property  41 plan creating neighbourhood property  42 neighbourhood development contract  43 neighbourhood management statement  44 property certificate for precinct property  45 plan creating precinct property  46 precinct development contract  47 precinct management statement  48 property certificate for community property  49 plan creating community property  50 community development contract  51 community management statement  52 document disclosing a change of by-laws  53 document disclosing a change in a development or management contract or statement  54 document disclosing a change in boundaries  55 information certificate under Strata Schemes  Management Act 2015  56 information certificate under Community Land  Management Act 1989
22 clearance certificate 23 land tax certificate	Management Act 1989  57 document relevant to off-the-plan sale
Home Building Act 1989  24 insurance certificate  25 brochure or warning  26 evidence of alternative indemnity cover	Other  58 Other:
Swimming Pools Act 1992  27 certificate of compliance 28 evidence of registration 29 relevant occupation certificate 30 certificate of non-compliance 31 detailed reasons of non-compliance	

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

# **Execution by vendor** Signed, sealed and delivered for and on behalf of Cobbitty Residential Pty Ltd ACN 634 962 173 by its attorney under power of attorney dated in the presence of: Signature of witness Signature of attorney By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed. Full name of witness (print) Address of witness (print) **Execution by purchaser** Signed, sealed and delivered by in the presence of: Signature of witness Signature of purchaser Full name of witness (print) Address of witness (print) Signed, sealed and delivered by in the presence of: Signature of witness Signature of purchaser Full name of witness (print) Address of witness (print) Executed by in accordance with section 127 of the Corporations Act

Signature of Director/Company Secretary

Full name (print)

2001 (Cth) by:

Signature of Director

Full name (print)

# by his/her attorney under power of attorney dated in the presence of: Signature of witness Signature of attorney By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed. Address of witness (print)

Signed, sealed and delivered for and on behalf of

## Important Notice to Buyer

#### **Depositing Funds into HWL Ebsworth Trust**

- A. HWL Ebsworth receives numerous transfers and direct deposits into our Trust Account every day.
- B. It is imperative that we can identify who the funds belong to and what the funds are paid for so that they can be properly receipted and applied.
- C. If we can't identify and receipt a deposit into our Trust Account, it may lead to delay in progressing your matter.

#### **Matter Reference**

- D. When transferring or depositing funds into our Trust Account, **it is imperative** that you include a reference which has:
  - (i) your name (as per the Sale Contract);
  - (ii) the lot number you are buying; and
  - (iii) Oxley Ridge.

For example: Smith: Lot 1: Oxley Ridge

#### **IMPORTANT**

Immediately after you have transferred or deposited the funds into our Trust Account, send us a fax or an email with a copy of the transfer or deposit receipt. The relevant email address and fax number are listed in the Reference Schedule (front page) of the Contract.

#### **Trust Account Details**

E. Our Trust Account details are as follows:

HWL Ebsworth ABN:	37 246 549 189
Bank Account Name:	HWL Ebsworth Lawyers Law Practice Trust Account
Bank:	Westpac Banking Corporation
Address:	275 George Street, Sydney NSW 2000
BSB:	032-044
Account:	13 62 99
Swift Code:	WPACAU2S (for international use only)

# **OXLEY RIDGE**

# Tax File Number Notification and FIRB Declaration

Lot Number:	
Apartment Number:	
Purchaser 1 Name:	
Purchaser 1 Address:	
_	
Purchaser 1 Tax File Number:	
Purchaser 1 Date of Birth:	
Purchaser 1 Citizenship:	
If not Australian citizen, what is your residency status:	Temporary resident / Permanent resident
Purchaser 2 Name:	
Purchaser 2 Address:	
Purchaser 2 Tax File Number:	
Purchaser 2 Date of Birth:	
Purchaser 2 Citizenship:	
If not Australian citizen, what is your residency status:	Temporary resident / Permanent resident
Purchaser 1 (sign)	
Purchaser 2 (sign)	

#### 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

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

**Australian Taxation Office NSW Fair Trading** 

Council **NSW Public Works Advisory** 

**County Council** Office of Environment and Heritage

**Department of Planning and Environment** Owner of adjoining land

**Department of Primary Industries Privacy** 

**Roads and Maritime Services East Australian Pipeline Limited Subsidence Advisory NSW** 

**Electricity and gas** 

**Land & Housing Corporation Telecommunications Local Land Services** Transport for NSW

Water, sewerage or drainage authority **NSW Department of Education** 

If you think that any of these matters affects the property, tell your solicitor.

- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential 2. Tenancies Act 2010 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it will become payable before obtaining 3. consent, or if no consent is needed, when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations 4. of the parties.
- The vendor should continue the vendor's insurance until completion. If the vendor 5. wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- The purchaser will usually have to pay stamp duty (and sometimes surcharge 6. purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
- If the purchaser agrees to the release of deposit, the purchaser's right to recover the 7. deposit may stand behind the rights of others (for example the vendor's mortgagee).
- The purchaser should arrange insurance as appropriate. 8.
- 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.
- Where the market value of the property is at or above a legislated amount, the 11. 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 -

adjustment date the earlier of the giving of possession to the purchaser or completion;

bank the Reserve Bank of Australia or an authorised deposit-taking institution which is a

bank, a building society or a credit union;

business day any day except a bank or public holiday throughout NSW or a Saturday or Sunday;

cheque a cheque that is not postdated or stale;

clearance certificate a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that

covers one or more days falling within the period from and including the contract

date to completion;

deposit-bond a deposit bond or guarantee from an issuer, with an expiry date and for an amount

each approved by the vendor;

depositholder vendor's agent (or if no vendor's agent is named in this contract, the vendor's

solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent);

document of title document relevant to the title or the passing of title;

FRCGW percentage the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as

at 1 July 2017);

GST Act A New Tax System (Goods and Services Tax) Act 1999;

GST rate the rate mentioned in s4 of A New Tax System (Goods and Services Tax

Imposition - General) Act 1999 (10% as at 1 July 2000);

legislation an Act or a by-law, ordinance, regulation or rule made under an Act;

normally subject to any other provision of this contract; each of the vendor and the purchaser;

property the land, the improvements, all fixtures and the inclusions, but not the exclusions;

planning agreement a valid voluntary agreement within the meaning of s7.4 of the Environmental

Planning and Assessment Act 1979 entered into in relation to the *property;* 

requisition an objection, question or requisition (but the term does not include a claim);

remittance amount the lesser of the FRCGW percentage of the price (inclusive of GST, if any) and the

amount specified in a variation served by a party;

rescind rescind this contract from the beginning;

RW payment a payment which the purchaser must make under s14-250 of Schedule 1 to the TA

Act (the price multiplied by the RW rate);

RW rate the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as

at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11<sup>th</sup> if not);

serve serve in writing on the other party;

settlement cheque an unendorsed cheque made payable to the person to be paid and -

issued by a bank and drawn on itself; or

• if authorised in writing by the vendor or the vendor's *solicitor*, some other

cheque;

solicitor in relation to a party, the party's solicitor or licensed conveyancer named in this

contract or in a notice served by the party;

TA Act Taxation Administration Act 1953; terminate this contract for breach;

variation a variation made under s14-235 of Schedule 1 to the *TA Act*; within in relation to a period, at any time before or during the period; and

work order a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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
  - 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

- 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).
- 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);
  - 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)

- 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
  - 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
  - the parties agree the supply of the property is a supply of a going concern;
  - the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 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

- 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
  - 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
  - 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;
  - 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*
  - 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
  - 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
  - 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
  - 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
  - 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*;
  - 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
  - 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
  - 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

- 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.
- 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
  - 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

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 earnt 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*.
- 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
  - 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
  - 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 -

adjustment figures details of the adjustments to be made to the price under clause 14; certificate of title 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;

completion time the time of day on the date for completion when the electronic transaction is to

be settled;

conveyancing rules the rules made under s12E of the Real Property Act 1900;

discharging mortgagee any discharging mortgagee, chargee, covenant chargee or caveator whose

provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to

be transferred to the purchaser;

the Electronic Conveyancing National Law (NSW);

effective date the date on which the Conveyancing Transaction is agreed to be an electronic

transaction under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract

date;

electronic document a dealing as defined in the Real Property Act 1900 which may be created and

Digitally Signed in an Electronic Workspace;

electronic transfer a transfer of land under the Real Property Act 1900 for the property to be

prepared and Digitally Signed in the Electronic Workspace established for the

purposes of the parties' Conveyancing Transaction;

electronic transaction a Conveyancing Transaction to be conducted for the parties by their legal

representatives as Subscribers using an ELN and in accordance with the ECNL

and the participation rules;

electronically tradeable a land title that is Electronically Tradeable as that term is defined in the

conveyancing rules;

incoming mortgagee any mortgagee who is to provide finance to the purchaser on the security of the

property and to enable the purchaser to pay the whole or part of the price;

mortgagee details the details which a party to the electronic transaction must provide about any

discharging mortgagee of the property as at completion;

participation rules the participation rules as determined by the ENCL;

populate to complete data fields in the Electronic Workspace; and

title data the details of the title to the property made available to the Electronic Workspace

by the Land Registry.

#### 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*
- 31.1.2 a clearance certificate in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must
  - 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.



# **Special Conditions**

Oxley Ridge

Cobbitty Residential Pty Ltd ACN 934 962 173 (Vendor)

Ref Kathy Gray 942480

Doc ID 653723953/v1

Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000 Australia GPO Box 5408, Sydney NSW 2001 Australia DX 129 Sydney



### Table of contents

32.	Definitions and interpretation clauses	1
33.	Interpretation	6
34.	Amendments to Standard Form	8
35.	Deposit	9
36.	Bank Guarantee	11
37.	Completion subject to satisfaction of Conditions Precedent	12
38.	Completion	13
39.	Extension of Sunset Date	14
40.	Registration and documents	15
41.	Limitation on purchaser's rights	16
42.	Development Activities and selling activities	17
43.	Purchaser's representations and warranties	17
44.	Interest on delayed Completion and Notice to Complete	18
45.	Council, water and sewerage rates and land tax	19
46.	Agent	21
47.	Death, incapacity or insolvency	21
48.	Entries or notations on folios of register	22
49.	Personal Property Securities Act 2009 (PPSA)	22
50.	Guarantee and indemnity	22
51.	Caveat by purchaser	22
52.	Requisitions on title	23
53.	Resale	23



54. <i>A</i>	Assignment by Vendor to Third Party Vendor	24
55. F	Foreign Resident Capital Gains Withholding	25
56.	GST - General	27
57.	GST Withholding	27
58.	Stamp duty	29
59.	Development Site	29
60. E	Entire agreement	30
61.	Certain provisions apply after Completion	31
62. E	Exercise of certain rights to rescind	31
63.	Governing law, jurisdiction and service of process	31
64. F	Part IV Conveyancing Act 1919	31
Schedul	e 1 Vendor's Disclosures	34
Schedul	e 2 Sunset Date (clause 38.2)	36
Schedul	e 3 Rates (clause 45)	37
Schedul	e 4 Disclosure Documents	38
Schedul	e 5 Entries or Notations on Folios of Register (clause 48)	39
Schedul	e 6 Guarantee and Indemnity (clause 50)	40
Schedul	e 7 Index of Attachments	44



#### **Special Conditions**

#### 32. Definitions and interpretation clauses

Unless the context requires otherwise, the following words when used in a defined sense have these meanings in this contract:

Acquisition
Condition Precedent

means the vendor becoming the registered proprietor of the

Land.

Acquisition Condition Precedent Sunset Date means 31 December 2020.

**Act** means the *Conveyancing Act 1919* (NSW).

**Adjacent Land** means the land in the vicinity of the Development Site.

**Amended Document** has the meaning given to that term in clause 40.2(d).

**Authority** means a government or semi-governmental, local

government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body having jurisdiction over the Development and includes the Council

and any principal certifying authority.

Bank Guarantee me

means an irrevocable and unconditional undertaking in favour of the vendor for an amount being 10% of the price which:

- is issued by AMP Bank, ANZ Bank, Bank of Queensland, Bank of Western Australia, Bendigo and Adelaide Bank, Commonwealth Bank, Citibank, HSBC, Macquarie Bank, National Australia Bank Limited, St George Bank, Suncorp or Westpac Bank;
- (b) contains terms and conditions acceptable to the vendor in the vendor's absolute discretion; and
- (c) does not specify an expiry date or if it has an expiry date, an expiry no earlier than 3 months after the Sunset Date.



**Certificate** means the certificate or certificates under s10.7 of the

Environmental Planning and Assessment Act 1979, a copy or

copies of which is or are attached to this contract.

Claim means any claim, losses, Costs, charges, allegation, suit,

action, demand, cause of action or proceeding of any kind made under or in connection with this contract or the Property

whether or not it arises at law or in any other way.

**Commissioner** means the Commissioner of Taxation.

**Completion** means completion of this Contract and **complete** and

completed have corresponding meanings.

Completion Date means the date for Completion determined in accordance with

clause 38.1.

Conditions means
Precedent

(a) the Acquisition Condition Precedent; and

(b) the Presale Condition Precedent.

Costs include:

 (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own gliont basis);

client basis);

(b) damages, losses, injury (whether actual or contingent)

suffered or incurred by a party; and

(c) any fines, penalties, interest or similar item imposed

by any legislation.

Council means Camden Council.

**Default** means where the purchaser has failed to comply with a term

or condition of this contract.

**Deposit** means an amount equivalent to 10% of the price.



#### Depositholder

means the vendor's solicitor.

#### **Design Essentials**

Means the document or documents titled "Building Covenants" and/or "Design Guidelines" and/or "Design Essentials" or words to that effect, which may comprise one or more separate documents attached to this contract.

#### **Development**

means the development proposed to be carried out on the Development Site by the vendor generally described in Schedule 1.

# Development Activities

#### means:

- (a) any form of demolition work, excavation work or landscaping work on the Development Site or any Adjacent Land;
- (b) any form of building work or work ancillary to or associated with building work on the Development Site or the Adjacent Land including, without limitation, the installation of services (including embedded networks);
- (c) the staging of the Development;
- (d) the staging of the registration of plans of subdivision in respect of the Development;
- (e) the addition, amendment or deletion of lots;
- (f) the registration of the Plan of Subdivision, the Subdivision Plan Instrument and any other documents, instruments, dealings or plans for the purposes of the Development;
- (g) obtaining any such approvals required by the vendor for carrying out the Development;
- (h) any work other than the work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the vendor in respect of the Development including any environmental remediation and other similar work;
- (i) the consolidation of land forming the Development Site or part of the Development Site;
- (j) the subdivision of land forming part of the



Development Site; and

(k) the dedication, transfer, lease or other disposal to an Authority of land forming part of the Development Site.

Development Consent

means DA2017/1600/1.

**Development Site** 

means lot 501 in deposited plan 1231858 comprised in certificate of title folio identifier 501/1231858.

**Disclosures** 

means the disclosure of information, concepts and proposals described in Schedule 1 and other clauses in and annexures and schedules to this contract regarding the Development and the Development Site.

**Documents** 

means the following:

- (a) Plan of Subdivision; and
- (b) Subdivision Instrument (if applicable).

Draft Plan of Subdivision

means the plan contained in Attachment 1.

Draft Section 88b Instrument

means the instrument contained in Attachment 2.

**GST Act** 

means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

GST Withholding Amount means the amount payable to the Commissioner and determined under section 14-250 of the Withholding Law.

**New Document** 

has the meaning given to it in clause 40.2(c).

Objection

means a Claim, requisition or objection or direction and includes delay Completion or terminate this contract.

Plan of Subdivision

means the plan of subdivision creating the Property generally consistent with the Draft Plan of Subdivision with or without



changes permitted under this contract.

<b>Presale Condition</b>
<b>Precedent Sunset</b>
Date

means 29 February 2024.

**Property** 

has the meaning given to 'property' in the Standard Form.

#### **Property Rights**

#### means:

- (a) easements, restrictions on use and positive covenants;
- (b) leases, agreements and arrangements; and
- (c) rights and privileges,

affecting the Property.

# Purchaser's Designs and Applications

#### means:

- (a) all design concept plans, drawings, designs and specifications for the Purchaser's Works; and
- (b) all applications for development approval and other approvals and consents for the Purchaser's Works.

#### **Registrar General**

means the general manager of NSW Land & Property Information.

#### **Replaced Document**

has the meaning give to it in clause 40.2(b).

# Replacement Document

has the meaning given to it in clause 40.2(b).

#### **Service Providers**

includes Council, any Authority and any company in the business of supplying services to the public.

#### **Special Conditions**

means these special conditions attached to this contract.

#### Standard Form

means the standard form Contract for Sale of Land -2018 Edition.



Standard
Requisitions

means the requisitions contained in Attachment 10.

#### Subdivision Plan Instrument

means the instrument setting out the terms of easements, restrictions on the use of land and covenants generally consistent with the Draft Section 88b Instrument.

#### Substantial

#### means:

- (a) a decrease by 5% or more in the area of the Property as shown on the Draft Plan of Subdivision to the area of the Property in the Plan of Subdivision; or
- (b) the Property Rights substantially detrimentally affecting the Property; or
- (c) the Replaced Document, an Amended Document or the removal of an Unnecessary Document substantially detrimentally affecting the Property.

**Sunset Date** 

means the date set out in Schedule 2.

**TA Act** 

means the Taxation Administration Act 1958.

**Tax Declaration** 

means a declaration in the terms contained in Attachment 8.

**Third Party Vendor** 

means the third party vendor appointed by the vendor in

accordance with clause 54.

Treasurer

means the Treasurer of the Commonwealth of Australia.

Unnecessary Document

has the meaning given to it in clause 40.2(a).

Withholding Law

means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

#### 33. Interpretation

33.1 In this contract unless the contrary intention appears:



- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes any gender;
- (d) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (e) a reference to person includes:
  - (i) a body corporate, an unincorporated body or other entity;
  - (ii) a reference to that person's executors, administrators, successors, permitted assigns and substitutes; and
  - (iii) a person to whom this contract is novated;
- (f) a reference to a clause, is to a clause of this contract;
- (g) a reference to a schedule, annexure or attachment is to a schedule, annexure or attachment to this contract;
- (h) a reference to a specific document is to that document as amended, novated, supplemented, varied or replaced;
- (i) a reference to a thing, including but not limited to a right, includes a reference to a part of that thing;
- a reference to legislation includes but is not limited to a modification or reenactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it;
- (k) a reference to conduct, includes but is not limited to, an omission, statement or undertaking whether or not in writing;
- an agreement, representation or warranty in favour of two or more people is for the benefit of them jointly and severally;
- (m) an agreement, representation or warranty on the part of two or more people binds them jointly and severally;
- (n) if a period of time runs to or from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (o) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later;
- (p) In the Standard Form, all reference to objection, requisition or claims is a reference to Objection in these Special Conditions; and
- (q) a reference to time is a reference to Sydney time.



- The provisions of this contract, which are intended to have application after Completion, continue to apply from Completion.
- 33.3 If there is an inconsistency between the Standard Form and the Special Conditions, then the Special Conditions prevail.

#### 34. Amendments to Standard Form

The following clauses in the Standard Form are amended:

- (a) the definition of 'depositholder' in clause 1 is amended to read "*The depositholder defined in clause 30*";
- (b) clause 2.9 is deleted and replaced with the following:

"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 all, with interest to be reinvested, and pay the interest to the vendor, after deduction of all proper government taxes and financial institution charges and other charges";

(c) clause 4.1 is deleted and replaced with the following:

The purchaser must serve the form of the transfer within 5 business days after the day on which the vendor serves notice of the registration of the Plan of Subdivision.

(d) clause 5.2.1 is deleted and replaced with the following:

If it arises out of this contract or is a general question about the property or title – within 10 business days after the day on which the vendor serves notice of registration of the Plan of Subdivision.

(e) clause 5.2.2 is deleted and replaced with:

If it arises out of anything served by the vendor on the purchaser - within 10 business days after the day on which the vendor serves notice of registration of the Plan of Subdivision.

- (f) clause 7.1.1 is deleted;
- (g) the percentage "10%" is deleted and replaced with "5%" in clause 7.2.1;
- (h) clause 8.1 is deleted and replaced with the following:

The Vendor can rescind if:

8.1.1 the vendor is unable or unwilling to comply with an objection, requisition or claim;



- 8.1.2 the vendor serves notice of intention to rescind, which specifies the objection, requisition or claim; and
- 8.1.3 the purchaser does not serve a notice waiving the objection, requisition or claim within 10 business days after that service;
- (i) clause 12.3 is deleted;
- (j) clause 13 is deleted;
- (k) clause 16.5 is amended by deleting 'plus another 20% of that fee';
- (I) clause 18 is amended by adding the following provision:
  - 18.8 The purchaser cannot make a requisition or claim after entering into possession; and;
- (m) clause 20.4 is amended by inserting the words "or Guarantor" after the word "party";
- (n) clause 20.6.6 is amended by deleting " and" at the end of this clause;
- (o) clause 20.6.7 is amended by deleting "." and inserting instead ";"
- (p) a new clause 20.6.8 is inserted as follows:
  - "20.6.8 served on the purchaser if it is sent electronically by email to the email address of the purchaser's solicitor; and";
- (q) a new clause 20.6.9 is inserted as follows:
  - "20.6.9 for the purposes of clause 20.6.5 a fax is deemed to be served on a party if the sender's fax machine issues a receipt confirming that all pages have been successfully transmitted";
- (r) a new clause 20.6.10 is inserted as follows:
  - "20.6.10 for the purposes of clause 20.6.9 an email is deemed to be served on a party unless the sender is notified that the email has not been successfully sent"; and
- (s) clauses 22 to 31 inclusive are deleted.

#### 35. Deposit

#### 35.1 Payment of Deposit

The purchaser must pay to the vendor the Deposit in accordance with clause 35.2.

#### 35.2 Payment of Deposit by instalments



- (a) The purchaser is liable for and the vendor has a right to receive the full Deposit on the contract date.
- (b) Despite clause 35.2(a), the vendor acknowledges and agrees that the purchaser may pay the Deposit in two instalments as follows:
  - (i) as to the first instalment of \$5,000.00, on or before the contract date; and
  - (ii) as to the second instalment being the balance of the 10% of the Deposit by 3.30 pm on or before the date 7 days from the contract date.
- (c) If the purchaser does not comply with clause 35.2(b)(ii), the vendor may (but is under no obligation to do so), terminate this contract at any time whilst the balance of the Deposit remains outstanding.
- (d) The purchaser acknowledges that the Deposit is equivalent to 10% of the price
- (e) The purchasers obligations under this clauses 35.1 and 35.2 are essential.
- (f) This clause does not limit any other rights or remedies the vendor may have either at law, in equity or under this contract.

#### 35.3 Investment of Deposit

- (a) The vendor and the purchaser authorises the Depositholder to invest the Deposit in an interest bearing account pending Completion.
- (b) Within 5 business days from the contract date, the purchaser must give to the Depositholder the completed and signed Tax Declaration.
- (c) If the purchaser does not comply with clause 35.3(b) and tax is payable on the interest earned on the Deposit then:
  - (i) it is an expense of the purchaser only; and
  - (ii) clause 35.3(e)(ii) no longer applies and if this contract is Completed, interest will be paid to the vendor.
- (d) The purchaser acknowledges and agrees that:
  - (i) an error in the adjustment in the calculation of interest does not affect the rights of a party arising out of the required adjustment; and
  - (ii) the Depositholder is not liable to a party for an error in this adjustment.
- (e) All interest earned on the Deposit less all government and bank charges, must be paid as follows:
  - (i) \$220.00 (including GST) to the Depositholder as consideration for its services as described in this clause 35.3;



- (ii) if this contract is Completed, the balance after deduction of all government taxes and charges and the Cost in clause 35.3(e)(i) is paid to the vendor and the purchaser in equal shares; and
- (iii) if this contract is rescinded or terminated, to the party entitled to the Deposit after deduction of all government taxes and charges and the Cost in clause 35.3(e)(i).

#### 36. Bank Guarantee

#### 36.1 Delivery of Bank Guarantee

- (a) The purchaser may give to the vendor a Bank Guarantee for the amount of the Deposit on or before the contract date in lieu of paying the Deposit in accordance with clause 33.
- (b) Clause 36.1(a) is an essential term of this contract.

#### 36.2 Substitute Bank Guarantee if Sunset Date extended

If:

- (a) the vendor gives to the purchaser a notice extending the Sunset Date; and
- (b) the Bank Guarantee given by the purchaser provides for an expiry date that expires prior to the Sunset Date (as extended),

the purchaser must give to the vendor a substitute Bank Guarantee on the same terms and conditions as the original Bank Guarantee except that the substitute Bank Guarantee cannot expire prior to the date 3 months after the Sunset Date (as extended).

#### 36.3 Bank Guarantee expired

lf:

- (a) the Bank Guarantee has an expired date; and
- (b) completion for any reason has not taken place at least 6 months before that expiry date,

the purchaser must promptly but no later than 3 months before the expiry date of the bank guarantee give to the vendor a substitute Bank Guarantee on the same terms and conditions as the original Bank Guarantee except that the substitute Bank Guarantee cannot expire prior to the date 3 months after the Sunset Date.

#### 36.4 Completion

On Completion the purchaser must pay to the vendor, in addition to all other money payable under this contract, the amount stipulated in the Bank Guarantee.



#### 36.5 Vendor's right to call on Bank Guarantee

- (a) The vendor may claim on the Bank Guarantee at any time after the purchaser Defaults.
- (b) The vendor may apply money that it receives from the Bank Guarantee, towards money including but not limited to damages that the purchaser must pay to the vendor in relation to this contract.
- (c) If the purchaser Defaults, then without reference to the purchaser:
  - (i) the vendor may claim under the Bank Guarantee; and
  - (ii) must not do anything that would prevent the vendor claiming the Bank Guarantee.
- (d) The vendor and the bank may act despite the purchaser's Objection.

#### 36.6 Essential term

Clause 36 is an essential term of this contract.

## 37. Completion subject to satisfaction of Conditions Precedent

#### 37.1 Completion subject to satisfaction or waiver of Acquisition Condition Precedent

- (a) Completion of this contract is subject to satisfaction by the vendor of the Acquisition Condition Precedent on or before the Acquisition Condition Precedent Sunset Date.
- (b) If the vendor has not satisfied the Acquisition Condition Precedent by the Acquisition Condition Precedent Sunset Date, the vendor may rescind this contract by notice to the purchaser.
- (c) If the vendor has not satisfied the Acquisition Condition Precedent by the Acquisition Condition Precedent Sunset Date, then:
  - (i) the vendor may rescind this contract by notice to the purchaser; or
  - (ii) the vendor may give to the purchaser a notice extending the Acquisition Condition Precedent to 30 June 2021 (Extended Acquisition Condition Precedent Sunset Date).
- (d) If the vendor gives to the purchaser a notice in accordance with clause 37.1(c)(i), this contract is at an end and clause 19 will apply.
- (e) If:
  - (i) the vendor gives to the purchaser a notice in accordance with clause 37.2(c)(ii); or



(ii) the vendor does not give a notice to the purchaser in accordance with either clauses 37.2(c)(i) or 32.1(c)(ii),

the Acquisition Condition Precedent Sunset Date is extended to the Extended Condition Precedent Sunset Date.

(f) If the vendor does not satisfy the Acquisition Condition Precedent by the Extended Acquisition Condition Precedent Sunset Date, the vendor may rescind this contract and clause 19 will apply.

#### 37.2 Completion subject to satisfaction or waiver of Presale Condition Precedent

- (a) Completion of this contract is subject to satisfaction by the vendor of the Presale Condition Precedent on or before the Presale Condition Precedent Sunset Date.
- (b) If the vendor has not satisfied the Presale Condition Precedent by the Presale Condition Precedent Sunset Date, the vendor may rescind this contract by notice to the purchaser.
- (c) If the vendor has not satisfied the Presale Condition Precedent by the Presale Condition Precedent Sunset Date, then:
  - (i) the vendor may rescind this contract by notice to the purchaser; or
  - the vendor may give to the purchaser a notice extending the Presale Condition Precedent to 31 December 2024 (Extended Presale Condition Precedent Sunset Date).
- (d) If the vendor gives to the purchaser a notice in accordance with clause 37.2(c)(i), this contract is at an end and clause 19 will apply.
- (e) If:
  - (i) the vendor gives to the purchaser a notice in accordance with clause 37.1(c)(ii); or
  - (ii) the vendor does not give a notice to the purchaser in accordance with either clauses 37.1(c)(ii)) or 37.1(c)(ii),

the Presale Condition Precedent Sunset Date is extended to the Presale Condition Precedent Sunset Date.

(f) If the vendor does not satisfy the Presale Condition Precedent by the Extended Presale Condition Precedent Sunset Date, the vendor may rescind this contract and clause 19 will apply.

## 38. Completion

#### 38.1 Completion



The date for Completion is the later of:

- (a) 35 days from the contract date;
- (b) 14 days after the day on which the vendor serves notice of the registration of the Plan of Subdivision Plan.

#### 38.2 Registration of Plan of Subdivision

- (a) Completion is subject to and conditional on the registration of the Plan of Subdivision.
- (b) The vendor must use all reasonable endeavours to have the Plan of Subdivision registered on or before the Sunset Date.
- (c) The vendor must notify the purchaser promptly after the Plan of Subdivision is registered.
- (d) Subject to section 66ZL of the Act, if the Plan of Subdivision is not registered on or before the Sunset Date then either the vendor or the purchaser may rescind this contract by written notice to the other provided that no such right of rescission shall be exercisable by the purchaser if the Plan of Subdivision has been registered.

#### 39. Extension of Sunset Date

#### 39.1 Extension of Sunset Date

Despite clause 38.2, the vendor may by notice to the purchaser extend the Sunset Date:

- (a) by each day that the vendor or the vendor's builders have been delayed in the construction of the Development or the registration of the Plan of Subdivision by reason of:
  - (i) inclement weather or conditions resulting from inclement weather; or
  - (ii) any civil commotion, combination of workman or strikes or lockouts affecting the progress of the work or affecting the manufacture or supply of materials for the construction of the Development;
  - (iii) any delay by Council or any Authority in approving, signing or registering any Documents; and
  - (iv) any other matter beyond the vendor's control; or
- (b) if required by the vendor or the vendor's financier.

#### 39.2 Vendor's Representative sole determination



- (a) The Vendor's Representative is the sole determiner of the vendor's entitlement to extension of time under clause 39.1.
- (b) The Vendor's Representative acts as an expert and not an arbitrator.
- (c) The Vendor's Representative's decision is final, conclusive and binding on the parties.

## 40. Registration and documents

#### 40.1 Registration of Documents

The vendor intends to have the Documents registered before Completion.

#### 40.2 Replacement, amendment or new documents

At any time before the vendor serves notice that the Plan of Subdivision is registered, the vendor may:

- (a) remove a document or plan from registration (**Unnecessary Document**);
- replace a document or plan (Replaced Document) with another document or plan (Replacement Document);
- add a document or plan which relates to a matter in this contract, including, but not limited to any documents in relation to the Plan of Subdivision (New Document); or
- (d) amend a document or plan attached to this contract with another document or plan (Amended Document),

## 40.3 Substantially affects the Property

- (a) If, in the vendor's opinion the:
  - (i) removal of the Unnecessary Document;
  - (ii) Replacement Document, New Document or Amended Document,

has a Substantial effect on the Property, the vendor must serve a notice to this affect together with copies of the relevant Replacement Document, New Document or Amended Document (as the case may be) which specified the detail at effect.

- (b) If the vendor serves a notice in accordance with clause 40.3(a), the purchaser may, within 10 business days after the day the notice is served, rescind this contract by written notice to the vendor (time being of the essence).
- (c) If the purchaser does not serve a notice in accordance with clause 40.3(b), the purchaser's right to rescind no longer applies to the documents in question.



#### 40.4 Application of Replacement, New Document or Amended Document

If clause 40.3 does not apply, the Unnecessary Document, Replaced Document or Amended Document (as the case may be) is taken to no longer be attached to this contract and the Replacement Document, Amended Document or New Document (as the case may be) is taken to be attached to this contract.

#### 40.5 **Property Rights**

- (a) The vendor may prior to Completion grant Property Rights.
- (b) If, in the vendor's opinion the grant of the Property Rights is Substantial, the vendor must serve a notice to this affect together with copies of the document granting the Property Rights.
- (c) If the vendor serves a notice in accordance with clause 40.5(b), the purchaser may, within 10 business days after the day the notice is served, rescind this contract by written notice to the vendor (time being of the essence).
- (d) If the purchaser does not serve a notice in accordance with clause 40.5(c), the purchaser's right to rescind no longer applies in respect of the Property Rights.

## 41. Limitation on purchaser's rights

#### 41.1 No Objection by purchaser

Subject to clause 40.2, the purchaser may not make an Objection in connection with anything done by the vendor which is not prohibited under this contract or by law.

#### 41.2 Purchaser's right of rescission

- (a) The purchaser may rescind if any of the following matters apply:
  - the area of the Property in the Plan of Subdivision is smaller by more than 5% than the area of the Property as shown in the Draft Plan of Subdivision; or
  - (ii) clauses 40.3 or 40.5(b) applies.
- (b) A right of rescission under clause 41.2(a) may only be exercised within 10 business days (and in this respect time is of the essence of this contract):
  - (i) as to clause 41.2(a)(i), after the vendor serves notice of registration of the Plan of Subdivision; and
  - (ii) as to clause 41.2(a)(ii), after the vendor notifies the purchaser of the relevant matter.
- (c) If the purchaser does not serve a notice in accordance with clause 41.2, the purchaser is not entitled to make any Objection to the matters in question.



## 42. Development Activities and selling activities

#### 42.1 Vendor may undertake Development Activities and selling activities

- (a) Both before and after Completion and until the vendor completes the Development and sold lots the Development, the vendor and persons authorised by the vendor may:
  - (i) undertake Development Activities;
  - (ii) conduct selling activities in and about the Development Site (but not the Property);
  - (iii) place and maintain in and about the Development Site (but not the Property) signage including without limitation, directional signs and signs in connection with selling leasing activities; and
  - (iv) place and maintain in and about the Development Site (but not the Property) marketing and sales facilities and equipment including without limitation, offices and other facilities for sales people.
- (b) In exercising its rights under clause 42.1(a), the vendor must cause as little interference as is possible to the purchaser's enjoyment of the Property.
- (c) This clause 42.1 will not merge on Completion and continues in full force and effect until the vendor has completed the Development and sold and leased all lots in the Development.
- (d) The purchaser may not make an Objection arising out of the matters in this clause 42.1 or do any act or thing to restrain the vendor (or its agents) from exercising its rights in this clause 42.1.

## 43. Purchaser's representations and warranties

## 43.1 Purchaser's representations

The purchaser represents and warrants that:

(a) it was not induced to enter into this contract by and did not rely on any representations made by the vendor, the vendor's agent or persons on behalf of the vendor, or warranties about the subject matter of this contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the Property or the view from the Property or about any financial return or income that may be able to be derived from the Property or anything in an advertisement, sales brochure, report or marketing plans or on display either at a display suit or online) except those representations and warranties expressly set out in this contract or implied by law;



- (b) it has relied entirely on its own enquires relating to the Property prior to entering into this contract including the obtaining of independent legal advice;
- (c) it has satisfied itself as to its obligations and rights under this contract; and
- (d) it has inspected all documentation attached to this contract, and is aware of all of the terms of and restrictions and prohibitions contained in the documentation attached to this contract.

#### 43.2 No Objection by purchaser

The purchaser must not make any Objection in respect of a matter disclosed or referred to in this contract or the documentation attached to this contract.

#### 43.3 No merger

This clause does not merge on Completion.

## 44. Interest on delayed Completion and Notice to Complete

#### 44.1 Interest on delayed Completion

- (a) If the purchaser Completes this contract but does not do so on or before the Completion Date, then on the actual date of Completion, the purchaser must pay interest on:
  - (i) the balance of the price; and
  - (ii) any other amount that the purchaser must pay to the vendor under this contract.
- (b) The purchaser must pay the interest at a rate of 10% per annum calculated daily for the period from and including the day after the Completion Date, up to and including the actual date of Completion.
- (c) Despite Standard Form clause 14, the parties must make adjustments at the earlier of the Completion Date, the date possession is given to the purchaser and the actual date of Completion.
- (d) Payment of interest under this clause 44.1 is an essential term of this contract and is the vendor's genuine pre estimate of the damage suffered by the vendor due to the purchaser's failure to Complete on the Completion Date.
- (e) The purchaser need not pay interest for as long as the purchaser is ready, willing and able to Complete but Completion cannot take place because the vendor cannot Complete.

#### 44.2 Notice to complete



- (a) If the purchaser does not Complete on the Completion Date, the vendor may give to the purchaser a notice to Complete which provides for Completion at least 10 business days after service of that notice. The purchaser acknowledges and agrees that 10 business days is a reasonable period of time for such a notice.
- (b) If the vendor has served a notice to complete, the vendor may at any time:
  - (i) withdraw the notice to Complete by further notice to the purchaser and at the vendor's option, issue a further notice to Complete; or
  - (ii) unilaterally extend the time allowed by the notice to Complete, with such extended time remaining of the essence of the notice to Complete and this contract.
- (c) The vendor will not be regarded as not being ready, willing and able to complete this contract because of the existence of a charge or outgoing, which charge or outgoing will be paid or removed on Completion.
- (d) Without limiting any other provision of this contract, the vendor is not required to remove any charge on the Development Site for any outgoing if it will be discharged on or prior to Completion.

#### 44.3 Additional Charges

- (a) The purchaser acknowledges and agrees that the following additional charges must be paid on Completion (where applicable):
  - (i) \$330.00 if the vendor issues a notice to complete in accordance with clause 44.2:
  - (ii) \$110.00 if the purchaser cancels a booking for Completion or fails to Complete this contract at a scheduled Completion booking, such that a second or subsequent Completion booking is required. This amount is payable for each cancelled booking or where a booking does not result in Completion; and
  - (iii) \$110.00 for the vendor to assist in the replacement of a Bank Guarantee.
- (b) It is an essential provision of this contract that the amounts specified in clause 44.2(a) are paid on Completion in addition to all other moneys required to be paid by the purchaser under this contract at that time.

## 45. Council, water and sewerage rates and land tax

#### 45.1 Council rates



If, at Completion, a separate assessment for Council rates in respect of the Property for the year current at Completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:

- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the year current at Completion; and
- (b) on Completion the purchaser must adjust the amount referred to in Schedule 3 and in accordance with clause 14.

#### 45.2 Water and sewerage

If, at Completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at Completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:

- (a) the contractor must pay or procure the payment of the actual separate assessment if and when it issues for the quarter current at Completion; and
- (b) on Completion the purchaser must adjust the amount referred to in Schedule 3 and subject to clause 45.4, in accordance with clause 14.

#### 45.3 Land tax

If, at Completion, a separate assessment for land tax in respect of the Property for the year current at Completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:

- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the year current at Completion; and
- (b) on Completion, the contractor and purchaser must the amount referred to in Schedule 3 and in accordance with clause 14.

#### 45.4 Payment by vendor

The vendor must, before Completion, pay or procure the payment of:

- (a) any assessment for Council rates; and
- (b) any assessment of land tax,

issued before Completion for any land which includes the Property or for the Property, either in full or to the extent necessary to free the Property from any charge for payment of rates, but if the current assessment relates to the Development Site and not just the Property then the vendor by virtue of this clause undertakes to pay the current assessment by the due instalment dates and shall also pay the separate assessment (if any) which subsequently issues for the current period (or part period up to Completion) in respect to the Property.



## 46. Agent

#### 46.1 Warranty by purchaser

- (a) The purchaser has dealt only with the agent(s) nominated in this contract.
- (b) The purchaser warrants that it has not dealt with another real estate agent in relation to the Property in a way that may give rise to a Claim against the vendor for agent's commission or expenses in respect of the sale effected by this contract.

## 46.2 Indemnity by purchaser

- (a) The purchaser indemnifies the vendor against any Claim arising out of a breach of the purchaser's warranty contained in clause 46.1(b).
- (b) This clause 46.2 does not merge on Completion.

## 47. Death, incapacity or insolvency

#### 47.1 Vendor's right to rescind

The vendor may rescind this contract, if the purchaser is an individual who and where there is more than one, either purchaser:

- (a) dies; or
- (b) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.

#### 47.2 Vendor's right to terminate

- (a) The vendor may terminate this contract if:
  - the purchaser is an individual and is declared bankrupt or enters into any scheme with, or makes any assignment of this estate for the benefit of, the purchaser's creditors;
  - (ii) if the purchaser is a company, which:
    - (A) resolves to go into liquidation;
    - (B) has a petition for its winding-up presented and not withdrawn within 30 days of presentation;
    - (C) enters into a scheme of arrangement with its creditors under the Corporations *Act 2001* or similar legislation; or
    - (D) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.



(b) If anything in clause 47.2(a) occurs, then the purchaser has failed to comply with an essential provision of this contract.

#### 47.3 Vendor's rights not affected

The vendor may rescind or terminate this contract under this clause 47, without affecting any of its other rights.

## 48. Entries or notations on folios of register

#### 48.1 Notations on title

The purchaser is aware that entries or notations in or substantially in the form set out in Part 1 of Schedule 5 together with other entries or notations are or may be on the folio of the register for the Property.

#### 48.2 No Objection by purchaser

The purchaser may not make any Objection because of the matters specified in clause 48.1 or of any departure on the terms of the documents giving rise to the entries or notations specified in Schedule 5.

## 49. Personal Property Securities Act 2009 (PPSA)

The vendor discloses and the purchaser acknowledges and agrees that on Completion the vendor may be subject to charge(s) or notifications under the Personal Property Securities Act 2009. The purchaser cannot require the vendor to take any action in relation to such charge or notification.

## 50. Guarantee and indemnity

- (a) The Guarantor gives the guarantee and indemnity in Schedule 6.
- (b) If the purchaser is a company which is not listed on the Australian Stock Exchange, then the purchaser must procure that the directors of that company give the guarantee and indemnity in Schedule 6.

## 51. Caveat by purchaser

#### 51.1 Purchaser prohibited to lodging caveat

Subject to clause 51.2 the purchaser must not lodge a caveat on any folio of the certificate of title for the Development Site.



#### 51.2 Purchaser may lodge a caveat after registration of Plan of Subdivision

- (a) The purchaser may lodge a caveat on the folio of the register for the Property after the issue of the certificate of title for the Property.
- (b) If a caveat is lodged by or on behalf of the purchaser in accordance with clause 51.2(a), any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio of the register for the Property, the purchaser must Complete this contract despite the caveat.

## 52. Requisitions on title

- (a) The purchaser agrees that the only form of general requisitions on title that the purchaser may make under clause 5 is the Standard Requisitions.
- (b) The vendor may, but is not required to, deem that the Standard Requisitions are served under clause 5 at any time before the purchaser serves them on the vendor.

#### 53. Resale

#### 53.1 Vendor's consent to resell

Subject to clause 53.2, the purchaser warrants to the vendor that it will not without the vendor's prior written consent (such consent to be withheld at the vendor's sole discretion):

- (a) advertise or offer to sell or otherwise dispose of its interest or any part of its interest in the Property; or
- (b) enter into, or purport to enter into, any contract, deed or agreement to sell or otherwise dispose of its interest or any part of its interest in the Property (whether by way of contract for sale, call option, put option, put and call option or any other arrangement);

to any other person before Completion of this contract.

#### 53.2 Conditions of consent

- (a) If the vendor gives consent for the purchaser to advertise or offer to sell the Property or enter into or purport to enter into, any contract, deed or agreement to sell the Property (whether by way of contract for sale, call option, put option, put and call option or any other arrangement) to sell or otherwise dispose of its interest or any part of its interest in the Property, the following conditions apply:
  - any advertising or marketing material intended to be used for the sale of the Property by the purchaser must be in accordance with the standard,



- quality and look of the advertising and marketing material used by the vendor for the sale of other lots in the Development;
- (ii) copies of the proposed advertising and marketing material to be used by the purchaser must first submitted to the vendor for the vendor's prior written approval;
- (iii) the purchaser will not use any advertising or marketing material for the sale of the Property which has been used by the vendor for the sale of other lots in the Development;
- (iv) no signage will be placed on the Property by the purchaser or its agent(s) or anyone on behalf of the purchaser; and
- (v) the advertising, marketing and/or sale of the Property must not or not be likely to detrimentally affect the vendor's sale of other lots in the Development or for the vendor to obtain any finance for the Development.
- 53.3 If the purchaser does not comply with clauses 53.1 and/or clause 53.2 (as the case may be), the vendor may sue the purchaser for damages or exercise its rights under clause 9 of this contract.

## 54. Assignment by Vendor to Third Party Vendor

#### 54.1 Vendor permitted to transfer to Third Party Vendor

The purchaser acknowledges and agrees that the vendor may transfer the Property or the Development Site to a Third Party Vendor prior to Completion.

#### 54.2 If vendor transfers to Third Party Vendor

- (a) If the vendor transfers the Property or the Development Site to a Third Party Vendor, the vendor must give to the purchaser written notice to that effect, such notice to include the name of the Third Party Vendor.
- (b) If the vendor gives to the purchaser a notice in accordance with clause 54.2(a):
  - (i) the purchaser agrees to the transfer of the Property or the Development Site to the Third Party Vendor in accordance with this clause 54.2;
  - (ii) the purchaser agrees to the vendor novating the vendor's rights and obligations under this contract to the Third Party Vendor; and
  - (iii) the purchaser must accept on Completion a transfer of the Property in registrable form duly executed by the Third Party Vendor.
- (c) If required by the vendor, the purchaser must enter into a deed of novation to novate the vendor's rights and obligations under this contract from the vendor to the Third Party Vendor in accordance with the following provisions:



- (i) the vendor must, at its Cost (up to \$200.00 plus GST), prepare the deed of novation:
- (ii) the vendor and the purchaser must sign the deed of novation within 5 business days from the date the deed of novation is issued by the vendor; and
- (iii) the deed of novation must contain a provision releasing the vendor from all of the vendor's obligations under this contract.

## 55. Foreign Resident Capital Gains Withholding

#### 55.1 **Definitions and interpretation**

In this special condition 55:

- (a) words defined or used in Subdivision 14-D of Schedule 1 in the Act have the same meaning in this clause 65 unless the context otherwise requires;
- (b) a reference to a section of the Act is a reference to a section of Schedule 1 in the Act unless otherwise expressed;
- (c) **Act** means the *Taxation Administration Act 1953* (Cth);
- (d) Clearance Certificate means a certificate issued by the Commissioner of Taxation in accordance with section 14-220 of the Act;
- (e) **Commissioner** means the Commissioner of Taxation;
- (f) **Representative** means a registered legal practitioner or conveyancer (as the case may be); and
- (g) Withholding Amount means the amount payable to the Commissioner in accordance with section 14-200 of the Act or an amount varied under section 14-235 of the Act.

#### 55.2 Application

This clause 55 applies if the Purchaser is required to pay the Commissioner a Withholding Amount because of the application of section 14-200(1) of the Act.

#### 55.3 Vendor's status

The vendor is a foreign resident for the purposes of this clause 55 unless the vendor gives the purchaser a Clearance Certificate before Completion. The specified period in the Clearance Certificate must include the actual date of Completion.

#### 55.4 Vendor's obligation



The vendor must provide the purchaser with the following items:

- (a) all necessary information that the purchaser requires in order to comply with the purchaser's obligation to pay the Withholding Amount under section 14-200 of the Act. This information must be provided to the purchaser within 5 business days after receiving a request from the purchaser. For this purpose, the vendor warrants that the information the vendor provides is true and correct; and
- (b) any Clearance Certificate or document evidencing a variation of the Withholding Amount in accordance with section 14-235(2) of the Act before Completion.

#### 55.5 Withholding amount

- (a) If the vendor fails to provide a Clearance Certificate to the purchaser before Completion, the purchaser is irrevocably authorised to deduct the Withholding Amount from the balance of the price payable to the vendor at Completion (Balance Payable).
- (b) If the Balance Payable at Completion is less than the Withholding Amount, the vendor must pay the difference to the purchaser at Completion.

#### 55.6 Purchaser's obligations

- (a) The purchaser must:
  - engage a Representative to conduct all the legal aspects of Completion, including the performance of the purchaser's obligations in this clause 55:
  - (ii) as soon as reasonably practicable after Completion, procure its Representative to:
    - (A) pay, or ensure payment of, the Withholding Amount to the Commissioner in the manner required by the Commissioner and from the moneys under the control or direction of the Representative in accordance with this clause 65;
    - (B) promptly provide the vendor with proof of payment; and
    - (C) otherwise comply, or ensure compliance, with this clause 65,

#### despite:

- (D) any contrary instructions, other than from both the purchaser and the vendor in writing; and
- (E) any other provision in this contract to the contrary.



- (b) The Representative will be taken to have complied with its obligations in special clause 55.6(a) if in the case of Completion being conducted through the electronic conveyancing system:
  - (i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (ii) the Withholding Amount is included in the settlement statement requiring payment to the Commissioner in respect of this contract.

#### 55.7 Penalties

The purchaser is responsible for any penalties or interest payable to the Commissioner arising from the late payment of the Withholding Amount except to the extent that the penalty or interest arises from the vendor failing to pay the purchaser the amount of any difference as required under clause 55.5.

#### 56. GST - General

- 56.1 The price includes GST.
- The vendor and purchaser agree to utilise the margin scheme in paying GST in respect of the taxable supply under this contract.
- The vendor acknowledges and undertakes to the purchaser that the vendor must pay all GST which becomes payable in respect of any taxable supply (as defined in the GST Act).
- 56.4 The purchaser agrees that:
  - (a) the purchaser will not be entitled to claim an input tax credit in respect of the GST payable by the vendor; and
  - (b) the vendor is not required to give the purchaser a tax invoice.
- Subject to any requirement under the GST Act, the purchaser agrees the vendor is not liable to disclose the basis upon which it calculates its GST liability on this sale.
- The purchaser acknowledges that changes may be made to the GST Act to alter the manner in which the GST payable in respect of the price is paid under this contract and the purchaser agrees to comply with all reasonable directions of the vendor in respect of that payment in accordance with the GST Act provided that the price is not increased as a result of that compliance.

## 57. GST Withholding

#### 57.1 Interpretation



In this clause 57, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

#### 57.2 Vendor's Notice

If the property qualifies as residential premises or potential residential land (and the exceptions in section 14-255(2) of the Withholding Law do not apply), the vendor will, before Completion, provide a written notice to the purchaser stating:

- (a) whether the purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the property; and
- (b) if the purchaser is required to make a payment referred to in clause 57.2(a):
  - (i) the name and ABN of the supplier;
  - (ii) the GST Withholding Amount;
  - (iii) when the GST Withholding Amount is required to be paid;
  - (iv) where some or all of the consideration for the supply of the property is not expressed as an amount of money - the GST inclusive market value of the non-monetary consideration; and
  - (v) any other information required by law.

#### 57.3 Withholding

- (a) This clause 57.3 applies if the purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this contract.
- (b) The vendor irrevocably directs the purchaser to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner (**GST Cheque**) and:
  - (i) the purchaser must provide the GST Cheque to the vendor on or before Completion; and
  - on Completion, or within such further period as may be allowed by the Commissioner, the vendor must give the GST Cheque to the Commissioner.
- (c) If Completion is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the vendor and the purchaser will be taken to have complied with clause 57.3(b) if the electronic settlement schedule within the electronic workspace used for Completion specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.

#### 57.4 No Effect on Other Terms



Except as expressly set out in this clause 57, the rights and obligations of the parties under this contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the property.

#### 57.5 Other Information

If the property qualifies as potential residential land and:

- (a) the purchaser is registered (within the meaning of the GST Act); and
- (b) the purchaser acquires the property for a creditable purpose,

then the purchaser must give written evidence to the vendor of these matters, no later than 10 Business Days before the Date of Completion.

## 58. Stamp duty

#### 58.1 Payment of stamp duty

The purchaser must pay all stamp duty, including but not limited to:

- (a) fines and penalties relating to this contract;
- (b) an instrument entered into under this contract; and
- (c) a transaction evidenced by this contract.

#### 58.2 Indemnity by purchaser

The purchaser indemnifies on demand the vendor against a liability for stamp duty.

## 59. Development Site

#### 59.1 Development of Development Site

- (a) The vendor makes no representations nor gives any warranties (whether expressed or implied) in relation to the future development of the Development Site or the Adjacent Land. The purchaser acknowledges that any statements, representations or other information made or provided by the vendor or a representative of the vendor in relation to the proposed future development of the Development Site or the Adjacent Land:
  - (i) represent the vendor's current vision for the development of the Development Site and are subject to change; and
  - (ii) are not promises or representations that particular land will be developed at a particular time, or for a particular use, or will be developed at all.



(b) The purchaser represents to the vendor that in entering into this contract and purchasing the Property, it has not relied on any statements, representations or other information made or provided by the vendor or the representatives of the vendor in relation to the proposed future development of the Development Site or the Adjacent Land in deciding to enter into this contract and acknowledges that the future development of the Development Site or the Adjacent Land is within the absolute discretion of the vendor.

#### 59.2 Development of adjacent land

- (a) The purchaser must not prevent or take action to prevent the following:
  - (i) the vendor carrying on or not carrying on development of other land in the Adjacent Land; and
  - (ii) the vendor seeking any approval or consent for development of the Adjacent Land,

provided the vendor is complying with all laws relating to the development of the Adjacent Land.

(b) The obligations of the purchaser under this clause 59.2 extend to third parties acting on behalf, or at the direction of the purchaser.

#### 59.3 Minimise interference

If the vendor carries out any works on any Adjacent Land the vendor must cause as little inconvenience to the Purchaser as is reasonably practicable in the circumstances.

#### 59.4 No objection

Subject to the provisions of this contract the purchaser must not Object to the vendor's development of the Development Site or to any of the matters raised in this clause 59.

## 60. Entire agreement

- This contract constitutes the entire agreement of the parties about the sale of the Property.
- This contract supersedes all previous agreements, understandings and negotiations on the sale of the Property.
- This contract may be amended or varied by written memorandum signed by both the vendor and purchaser.



## 61. Certain provisions apply after Completion

The provisions of this contract that are on their terms intended to have application after Completion continue to apply despite Completion.

## 62. Exercise of certain rights to rescind

If a right to rescind given by a clause in this contract is not exercised within the period specified for its exercise it may not be exercised.

## 63. Governing law, jurisdiction and service of process

- 63.1 This contract is governed by the law enforced in New South Wales.
- 63.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum and that both courts do not have jurisdiction.
- Any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's address.

## 64. Part IV Conveyancing Act 1919

- 64.1 The purchaser acknowledges the specific disclosure by the vendor in the Certificate of the environmental planning instrument affecting the property and that the purchaser has or is taken to have inspected those instruments and is aware of all restrictions and prohibitions on development of the land to which those instruments relate.
- Where the information, express or implied, contained in the Certificate is inconsistent with the Disclosures in this clause, the Disclosures in this clause prevail to the extent of the inconsistency.
- The purchaser may not, subject to anything to the contrary in Part IV of the Act, make any Objection because of anything referred to in the Certificate.
- 64.4 If the purchaser makes any claim that this contract does not comply with the requirements of Part IV of the Act the purchaser bears the onus of establishing that this contract does not comply with the requirements.



#### 65. Purchaser's works

#### 65.1 Purchaser's Works

- (a) The purchaser acknowledges and agrees that the purchaser must submit the Purchaser's Designs and Applications to the relevant Authority within a reasonable time from Completion.
- (b) The purchaser acknowledges and agrees that the Purchaser's Designs and Application must accord with the provisions of this contract and to the extent applicable, the Design Essentials.
- (c) The purchaser must obtain development consent in relation to the Purchaser's Works in accordance with the Purchaser's Designs and Application within twelve (12) months from Completion.
- (d) The purchaser must only undertake the Purchasers Works on the property in accordance with:
  - (i) any applicable laws;
  - (ii) the Purchaser's Designs and Applications approved by Council;
  - (iii) the Design Essentials; and
  - (iv) the provisions of this contract.

#### 65.2 No representation or warranty by vendor

The purchaser acknowledges and agrees that no approval granted, or assistance or information provided, by the vendor or any representatives of the vendor in relation to the Purchaser's Designs and Applications will constitute a representation or warranty by the vendor or representatives of the vendor as to:

- the adequacy, suitability or fitness of the Purchaser's Designs and Applications;
   or
- (b) that the relevant Authority (including a private certifier) will grant its approval,

and the purchaser acknowledges and agrees that it will not place any reliance on such approval, assistance or information provided by the vendor or the representatives of the vendor.

#### 65.3 On-going maintenance

The purchaser must from Completion:

- (a) keep any vegetation and landscaped areas well maintained;
- ensure any rubbish or refuse (including builder's waste) is kept in proper bins or skips which are not overloaded and are regularly serviced;



- (c) ensure that materials, refuse, other goods or stockpiles of soil or other excavated materials have been adequately and aesthetically screened when viewed from any adjoining roads or access pathways; and
- (d) ensure all buildings and other structures constructed on the property are maintained in a good state of repair both structurally and cosmetically.

#### 65.4 Charges

The purchaser must pay any levies, charges, fees, taxes, duties, contributions or other imposts levied by any Authority in connection with the Purchaser's Works.

## 66. Design Essentials

- (a) The purchaser agrees to be bound by the Design Essentials (including any addendums) as if they were repeated in this contract in full.
- (b) The Design Essentials will remain in force until the earlier of:
  - (i) the date that is 24 months from the date of completion of the sale of the last lot in the Development Site (as determined by the vendor); or
  - (ii) the date that is 5 years from Completion.
- (c) The expiry of the Design Essentials does not affect any breach by the purchaser of the Design Essentials prior to the expiry date under clause 66(b).



## Schedule 1 Vendor's Disclosures

#### 1. **Development**

The vendor discloses the following about the Development and subdivision of the Development Site as at the contract date:

- (a) the vendor, either alone or with others, proposes to carry out Development Activities on the Development Site and may do so in stages;
- (b) the Development Site will be subdivided by the Plan of Subdivision;
- (c) as at the contract date, the vendor intends to procure the registration of the Plan of Subdivision generally on the terms of the relevant Documents;
- (d) the vendor does not warrant the accuracy or completeness of any document referred to in Schedule 4, that the Documents will be the same as the Disclosure Documents or that the Documents will not change;
- (e) all measurements, lot number, easements, restrictions and other encumbrances (or lack thereof) as shown on the Documents are provisional only and are subject to the approval of the Council, any other relevant Authority or the Registrar General;
- (f) the vendor may make such amendments, alterations, additions, modifications or deletions to the Documents and the Documents as deemed necessary or desirable to obtain the consent of the Council, any other relevant Authority;
- (g) the number or configuration of the lots in the Plan of Subdivision as registered may vary from the number or configuration of lots as shown in the Draft Plan of Subdivision;
- (h) easements, restrictions on use or positive covenants may be imposed or required by Council or any other relevant Authority which are not disclosed in this contract; and
- (i) the Property number and/or address of the Property at Completion may be different from the address of the property referred to in this contract.

#### 2. Service Providers

The vendor discloses:

- (a) it may be necessary to make changes to the Documents attached to this contract to meet the requirements of Council, Service Providers or an Authority;
- (b) arrangements with Service Providers for the provision of services to the Property may not have been concluded as at the contract date;
- (c) the vendor may enter into arrangements with Service Providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits; and



(d) if a Service Provider requires one or more electrical substations to be established, the area of the electrical substations (of the size and location as required by Service Provider) may be dedicated, leased or encumbered by easement rights in favour of the Service Provider.

#### 3. Fencing

The vendor discloses that the vendor is not providing fencing for the Property and is not required to contribute to the cost of fencing the Property, even though the vendor may own land adjoining the Property.

#### 4. Services and utilities

The vendor discloses that:

- (a) the vendor may lay pipes and other conduits for the provision of water, sewerage, drainage, gas, electricity and other services and such services may require the creation of easements, restrictions on the use of land and/or positive covenants being registered on the property;
- the purchaser takes the Property subject to the water, sewerage, drainage, gas, electricity and other installations of services (including such easements, restrictions on the use of land and positive covenants) existing on Completion (if applicable); and
- (c) specifically, the purchaser cannot make any Objection:
  - (i) because any connection or supply passes through any other property;
  - (ii) because any connection or supply to any other property passes through the Property;
  - (iii) because any water or sewerage main or any underground or surface stormwater pipe passes through over or under the Property or any part of it; or
  - (iv) because any sewer manhole or vent is located on the Property or any part of it.

#### 5. Effect of Disclosures

- (a) In this Schedule 1, the vendor discloses some of the Disclosures. The Disclosures reflect the vendor's current proposals and concepts in relation to the Development. Unless otherwise provided in this contract, the Disclosures do not impose obligations on the vendor any obligation to effect those proposals and concepts and nor do the Disclosures restrict the vendor from varying those proposals and concepts.
- (b) The purchaser acknowledges the Disclosures. The purchaser shall not be entitled to make any Objection because of any Disclosure in this Schedule 1 or elsewhere in this contract.



# Schedule 2 Sunset Date (clause 38.2)

31 December 2024



## Schedule 3 Rates (clause 45)

Item 1Council Rates:\$2,200.00per annumItem 2Sewerage and Water Rates\$400.00per quarterItem 3Land tax\$2,200.00per annum



## Schedule 4 Disclosure Documents

#### Part 1

The following documents are attached:

- 1. Draft Plan of Subdivision.
- 2. Draft Section 88b Instrument.
- 3. Title search for the Development Site.
- 4. Deposited Plan for the Development Site.
- 5. Registered dealings.
- 6. Certificate pursuant to s10.7 of the *Environmental Planning and Assessment Act 1979* for the Development Site.
- 7. Sewerage diagram.
- 8. Sewer reference sheet.
- 9. Tax File Number Notification and FIRB Declaration.
- 10. Requisitions on title.
- 11. Design Guidelines.



# Schedule 5 Entries or Notations on Folios of Register (clause 48)

#### Part 1

- 1. Reservations and conditions in the Crown Grants.
- 2. Interests recorded on folio of the Register of the Property
- 3. Easements (if any); Restrictions on Use (if any), Positive Covenants (if any), created by the documents contemplated to be registered by this contract, including the attached documents.



## Schedule 6 Guarantee and Indemnity (clause 50)

- The Guarantor must execute this contract.
- The Guarantor enters this contract, and incurs obligations and gives rights under the guarantee and indemnity, for the valuable consideration of among other things, the vendor agreeing to enter this contract at the request of the Guarantor.
- 3. The covenants, guarantees and indemnities in this Schedule 6 are severable.
- 4. The Guarantor unconditionally and irrevocably guarantees to the vendor:
  - (a) that the purchaser will pay to the vendor the balance of the price and every other amount that the purchaser must pay under this contract; and
  - (b) the performance of the purchaser's obligations.
- 5. The Guarantor indemnifies the vendor against a Claim relating to the purchaser's breach, default or attempted breach or default of its obligations.
- 6. This guarantee and indemnity:
  - (a) is a principal obligation;
  - (b) is irrevocable and remains in full force and effect until discharged; and
  - (c) binds the estates of each Guarantor.
- 7. The parties must not treat this guarantee and indemnity as ancillary or collateral to any other right or obligation.
- 8. The vendor may enforce this guarantee against the Guarantor without first exhausting a remedy that it may have against the purchaser.
- 9. The Guarantor must pay on demand any money due to the vendor that relates to the indemnity including but not limited to:
  - (a) the balance of the price;
  - (b) the adjustments due to the vendor on Completion; and
  - (c) interest that the purchaser must pay to the vendor.
- 10. The Guarantor and the purchaser are jointly and severally liable to the vendor for:
  - (a) the purchaser's observance and performance of its obligations; and
  - (b) damage that the vendor, incurs as a result of any one or more of:
    - (i) the purchaser's failure to observe and perform its obligations under this contract;



- (ii) its default under this contract; and
- (c) the vendor's termination of this contract.
- 11. The purchaser or the Guarantor must pay all money payable to the vendor and duly perform their several obligations before either may claim or receive the benefit of:
  - (a) a dividend or distribution of a person, liable jointly with the purchaser or the Guarantor, to the vendor;
  - (b) a payment out of the estate or assets of a person, liable jointly with the purchaser or the Guarantor, to the vendor; or
  - (c) a payment in the liquidation, winding up or bankruptcy of a person, liable jointly with the purchaser or the Guarantor, to the vendor.
- 12. Clause 11 of this Schedule applies equally if the person is liable under a security for money that the purchaser or the Guarantor must pay.
- 13. The purchaser or the Guarantor must pay all money payable to the vendor and perform their several obligations before either may prove in competition with the vendor:
  - (a) in an estate; or
  - (b) in relation to an asset in a liquidation, winding up or bankruptcy.
- 14. Clause 13 of this Schedule only applies if the amount that the vendor is entitled to is reduced as a result.
- 15. Upon the written request of the vendor, the Guarantor must pay to the vendor all expenses that the vendor in respect of the vendor's exercise or attempted exercise of a right of each of them under this Schedule 6.
- 16. The Guarantor's obligations are not affected if:
  - (a) the vendor releases or enters into a composition with the purchaser;
  - (b) a payment made to the vendor is later avoided; or
  - (c) the vendor assigns or transfers the benefit of this contract.
- 17. If the vendor assigns or transfers the benefit of this contract, then the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
- 18. The obligations of the Guarantor under this Schedule 6 are not released, discharged or otherwise affected by:
  - (a) failure by one or more Guarantors to execute this guarantee and indemnity, validly or otherwise;
  - (b) the grant of time, waiver, covenant not to sue or other indulgence;



(c) the release, including but not limited to a release as part of a novation, or discharge of a person; (d) an arrangement, composition or compromise that a person enters into; (e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement; (f) a variation of this contract including, but not limited to a variation in the date of Completion; (g) a moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor in any way; (h) payment to the vendor including but not limited to a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; (i) the purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up; or (j) a person being appointed in respect of the purchaser or any of its assets or undertakings, including but not limited to a receiver or manager or both, or a liquidator, or administrator. Signed, sealed and delivered by in the presence of:

Signature of

Special Conditions Page 42

Signature of witness

Full name of witness (print)

Address of witness (print)



Signed, sealed and delivered by in the presence of:		
Signature of witness	Signature of	
Full name of witness (print)		
Address of witness (print)		



## Schedule 7 Index of Attachments

- 1. Draft Plan of Subdivision.
- 2. Draft Section 88b Instrument.
- 3. Title search for the Development Site.
- 4. Deposited Plans for the Development Site.
- 5. Registered dealings.
- 6. Certificates pursuant to s10.7 of the *Environmental Planning and Assessment Act 1979* for the Development Site.
- 7. Sewerage diagrams
- 8. Sewer reference sheets.
- 9. Tax File Number Notification and FIRB Declaration.
- 10. Requisitions on title.
- 11. Design Guidelines.





## NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 501/1231858

SEARCH DATE TIME EDITION NO DATE 12/7/2019 4:16 PM 1 1/11/2017

LAND

LOT 501 IN DEPOSITED PLAN 1231858 AT COBBITTY LOCAL GOVERNMENT AREA CAMDEN PARISH OF COOK COUNTY OF CUMBERLAND TITLE DIAGRAM DP1231858

FIRST SCHEDULE

MCINTOSH BROS. PTY. LIMITED

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- DP1209178 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DTAGRAM
  - DP1218210 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 898 IN DP1218208
- AN895099 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOTS 910, 921, 966 AND 968-970 IN DP1218208 AND LOTS 988, 989, 992 AND 993 IN DP1231270
  DP1209178 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE
- PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - DP1218210 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 898 TN DP1218208
- AN895100 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOTS 910, 921, 966 AND 968-970 IN DP1218208 AND LOTS 988, 989, 992 AND 993 IN DP1231270
- DP1209178 EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH 4 AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - DP1218210 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 898 IN DP1218208
- AN895101 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOTS 910, 921, 966 AND 968-970 IN DP1218208 AND LOTS 988, 989, 992 AND 993 IN DP1231270
  - AK951831 POSITIVE COVENANT
  - AM349703 POSITIVE COVENANT 6
  - DP1218210 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 12/7/2019 ashan

# NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 501/1231858 PAGE 2

----

SECOND SCHEDULE (11 NOTIFICATIONS) (CONTINUED)

-----

- 8 DP1231858 RIGHT OF ACCESS 19 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1231858 EASEMENT FOR SERVICES 19 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- \* 10 AN286023 CAVEAT BY COBBITTY 1 PTY LTD
- \* 11 DP1231937 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

-----

UNREGISTERED DEALINGS: PP DP1247075 PP DP1247076 PP DP1247077 PP DP1247627 PP DP1251974.

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

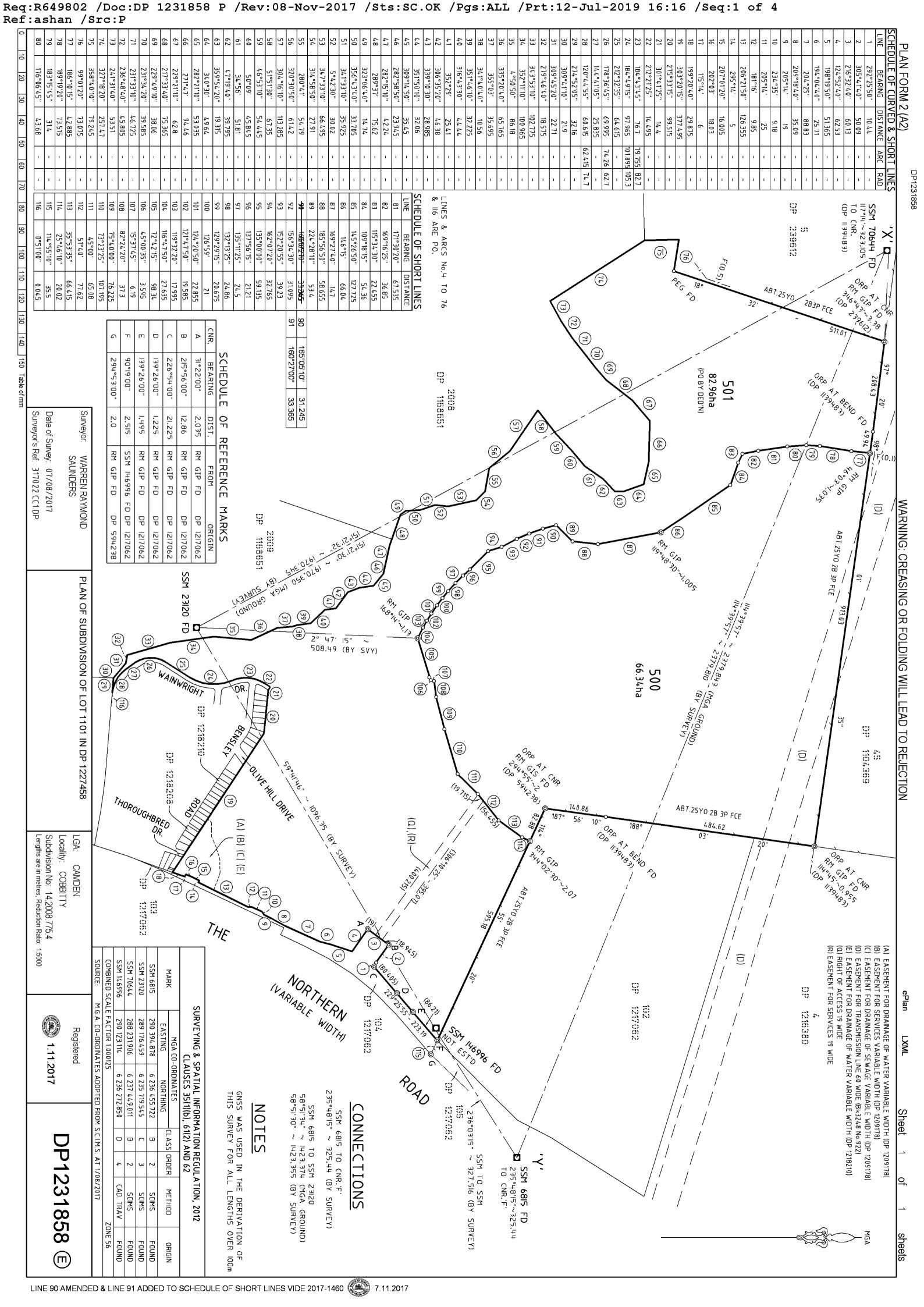
PRINTED ON 12/7/2019

Obtained from NSW LRS on 12 July 2019 04:15 PM AEST

ashan

 $\ensuremath{\mathbb{C}}$  Office of the Registrar-General 2019

<sup>\*</sup> Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. GlobalX hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, www.globalx.com.au an approved NSW Information Broker.



PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection ePlan **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 3 sheet(s) Office Use Only Office Use Only Registered: 1.11.2017 DP1231858 **TORRENS** Title System: SUBDIVISION Purpose: PLAN OF SUBDIVISION OF LOT 1101 IN LGA: CAMDEN DP 1227458 Locality: COBBITTY Parish: COOK County: CUMBERLAND Crown Lands NSW/Western Lands Office Approval Survey Certificate (Authorised Officer) in I, WARREN RAYMOND SAUNDERS approving this plan-certify that all necessary approvals in regard to the of GEOLYSE PTY LTD PO BOX 473 NARELLAN 2567 allocation of the land shown herein have been given. a surveyor registered under the Surveying and Spatial Information Act Signature: 2002, certify that: \*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on \*(b) The land shown in the plan excluding Part of Lot 501 was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 7th Subdivision Certificate August 2017 The part not surveyed was compiled in accordance SUGULE MOHAMED with that Regulation: \*Authorised Person/\*General Manager/\*Accredited Cortifier, certify that \*(c) The land shown in this plan was compiled in accordance with the the provisions of s.109J of the Environmental Planning and Surveying and Spatial Information Regulation 2012. Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: 4 Signature: ... Surveyor ID: 186 Accreditation numbers Datum Line: 'X ~ 'Y' CAMDEN COUNCIL Consent Authority: Date of endorsement: 18/10/2017 Type: \*Urban/\*Rural Subdivision Certificate number: 14.208.775. 4 The terrain is \*Level-Undulating / \*Steep-Mountainous. File number: 0A 2008 1775 \*Strike through if inapplicable. \*Specify the land actually surveyed or specify any land shown in the plan that \*Strike through if inapplicable. is not the subject of the survey. Statements of intention to dedicate public roads, public reserves and Plans used in the preparation of survey/compilation. drainage reserves. DP 1193912 DP 1227458 DP 1104369 DP 1218210 DP 1217062 DP 1216380 DP 1168651 DP 1199062 If space is insufficient continue on PLAN FORM 6A Signatures, Seals and Section 88B Statements should appear on Surveyor's Reference: 317022.CC1.DP PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 3 sheet(s)

Registered:



Office Use Only **1.11.2017** 

Office Use Only

# PLAN OF SUBDIVISION OF LOT 1101 IN DP 1227458

DP1231858

Subdivision Certificate number: 14:2005-775-4.

Date of Endorsement: 18/10/2=17

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

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 (AS AMENDED) IT IS INTENDED TO CREATE:-

- 1. RIGHT OF ACCESS 19 WIDE (Q)
- 2. EASEMENT FOR SERVICES 19 WIDE (R)

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
500	421D	THE NORTHERN	ROAD	COBBITTY
 501	421C	THE NORTHERN	ROAD	COBBITTY

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 317022.CC1.DP

PLAN FORM 6A (2012) WARNING: Creasing or f	olding will lead to rejection ePlan
DEPOSITED PLAN AL	OMINISTRATION SHEET Sheet 3 of 3 sheet(s)
Office Use Only Registered: 1.11.2017	Office Use Only
PLAN OF SUBDIVISION OF LOT 1101 IN DP 1227458	DP1231858
Subdivision Certificate number: 14. 2008.775.4  Date of Endorsement: 18/10/1017	This sheet is for the provision of the following information as required:  A schedule of lots and addresses - See 60(c) SSI Regulation 2012  Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  Signatures and seals- see 195D Conveyancing Act 1919  Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Executed by McIntosh Bros. Pty Limited ABN 88 000 0	024 395 (In Liquidation)
Who states that his appointment as liquidator of McInto date of this document:	osh Bros. Pty Limited is valid and subsisting at the
Signature of Liquidator Date	31(0)17
Signature of Witness	
Ruby Montilla  Name of Witness	
Level 19,60 Station Street Parramatta NSW 2150 Address of Witness	
	Council Authorised Person
If space is insufficient use Surveyor's Reference: 317022.CC1.DP	additional annexure sheet

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 Sections 88B and 88E Conveyancing Act 1919

Plan DP1231858

(Sheet 1 of 3)

Plan of Subdivision of Lot 1101 in Deposited Plan 1227458 covered by Subdivision Certificate No. 14, 2008, 775, 4 Dated: 18 10 2017

Full name and address of the Owners of the land McIntosh Bros. Pty Limited (In Liquidation) c/o David Mansfield (Liquidator Deloitte) ABN 88 000 024 395 Level 19, 60 Station Street PARRAMATTA NSW 2160

### 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	Right of Access 19 wide (Q)	Lot 501	Lot 500
2	Easement for Services 19 wide (R)	Lot 501	Lot 500

#### Part 2 (Terms)

1. Name of person or authority empowered to release, vary or modify the Right of Access firstly referred to in the plan.

McIntosh Bros. Pty Limited while it is the registered proprietor of Lot 500, thereafter the registered proprietor(s) of the lot benefited.

2. Name of person or authority empowered to release, vary or modify the Easement for services secondly referred to in the plan.

McIntosh Bros. Pty Limited while it is the registered proprietor of Lot 500, thereafter the registered proprietors of the lot benefited.

\_\_\_\_

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 Sections 88B and 88E Conveyancing Act 1919

Plan DP1231858

(Sheet 2 of 3)

Plan of Subdivision of Lot 1101 in Deposited Plan 1227458 covered by Subdivision Certificate No. 14.2008.775. 4 Dated: 18/10/2017

Executed by McIntosh Bros. Pty Limited Al	BN 88 0	00 024 395 (In Liquida	ation)
By David Mansfield			
Who states that his appointment as liquida at the date of this document:	ator of M	cIntosh Bros. Pty Lim	nited is valid and subsisting
lange to	,	18110117	
Signature of Liquidator	Date		
Fuly Thoully Signature of Witness			
Ruby Montilla			
Name of Witness			
Level 19, 60 Station Street			
Parmamatla NSW 2150			
Address of Witness			

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 Sections 88B and 88E Conveyancing Act 1919

Plan DP1231858

(Sheet 3 of 3)

Plan of Subdivision of Lot 1101 in Deposited Plan 1227458 covered by Subdivision Certificate No.14.2008,775.4 Dated: 18/10/2017

Executed by **CAMDEN** COUNCIL by its Authorised Delegate pursuant to S.377 of the Local Government Act 1993 in the presence of:

70 Central Avenue Oran Park

Peter Grea

Print Name of Witness

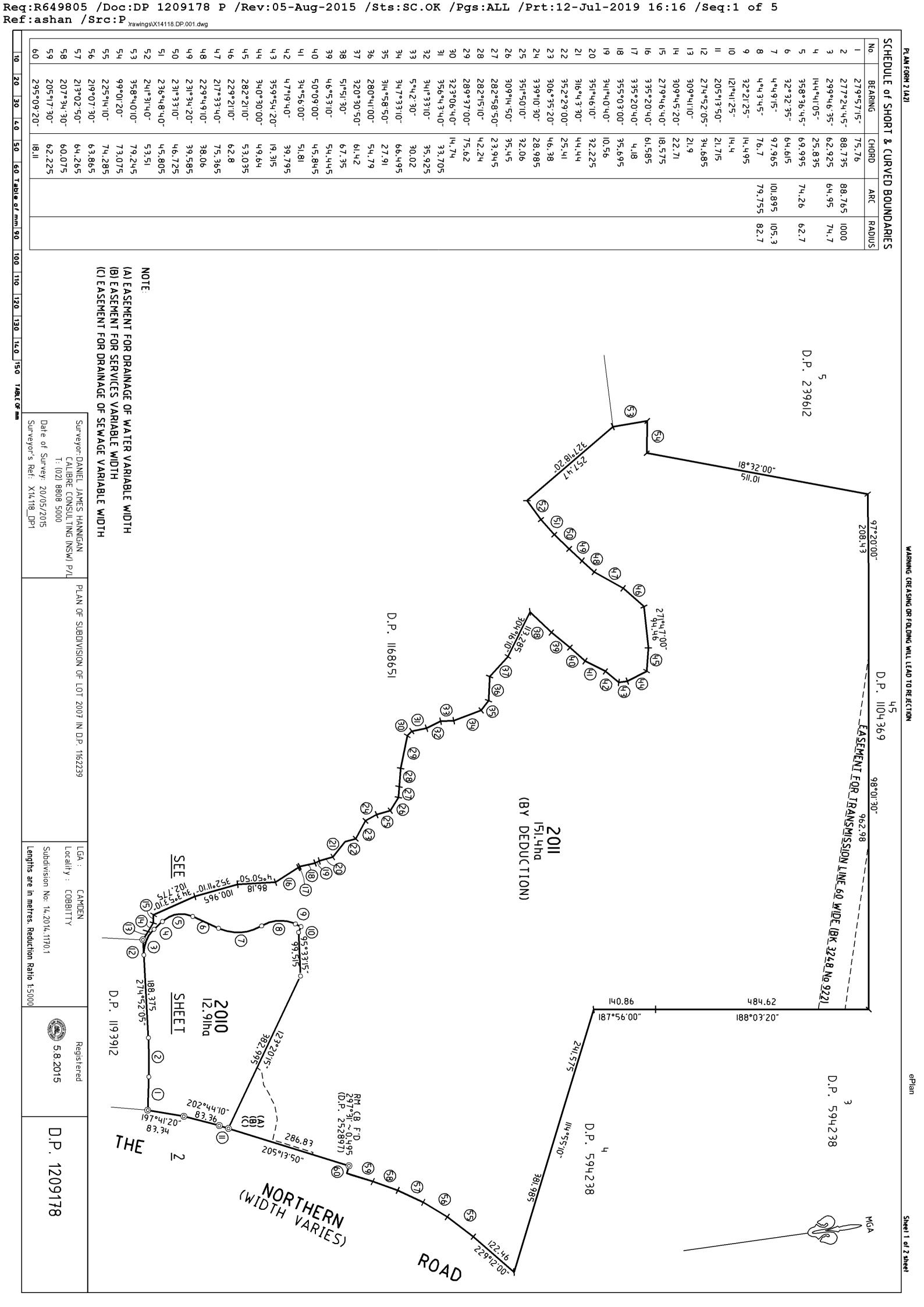
NSW Address of Witness Signature of Authorised Delegate

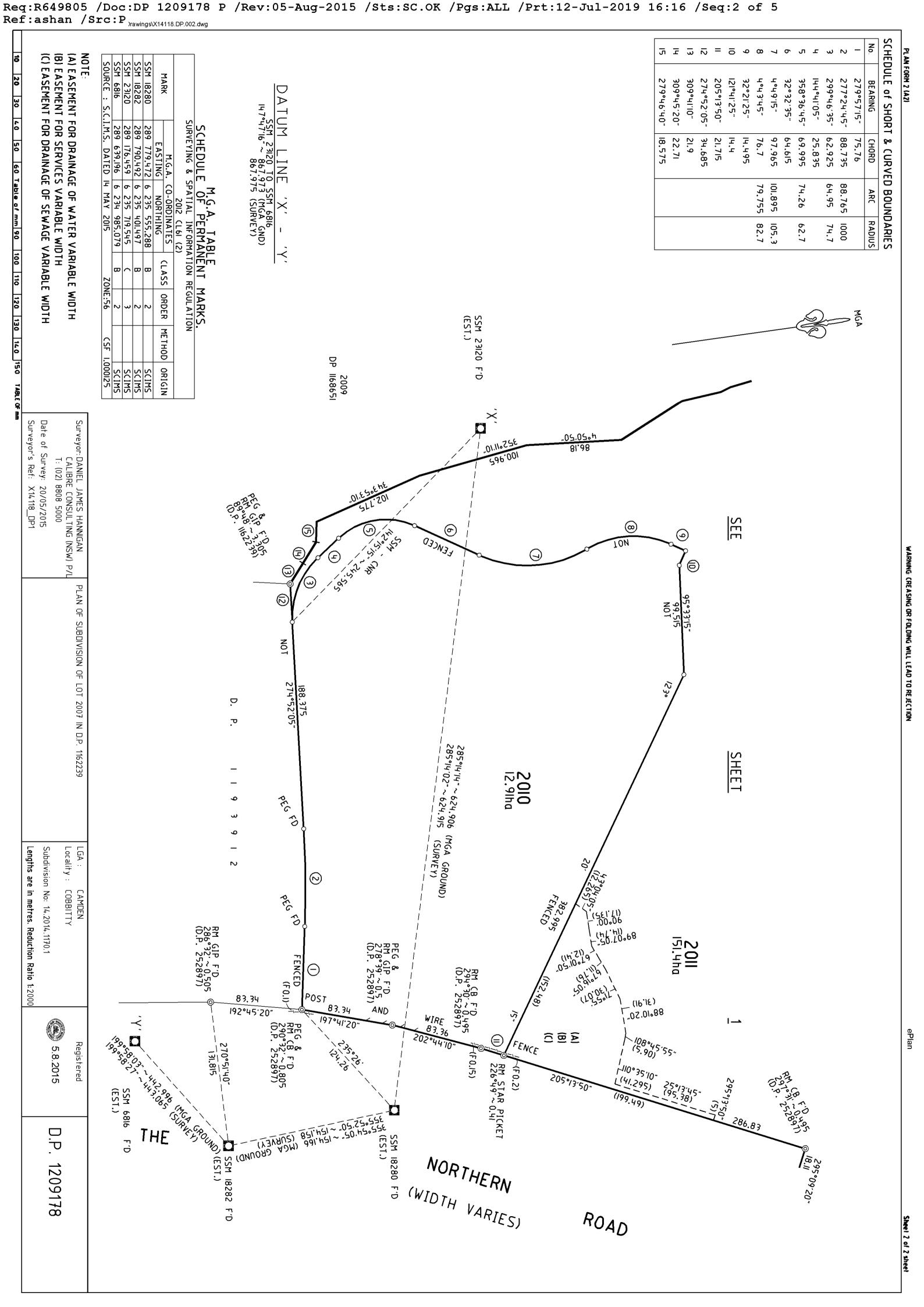
SUCULE MOHAMED

Name and Authorised Delegate

Team Leader Engineering Certification

proper





WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN AL	OMINISTRATION SHEET Sheet 1 of 3 sheet(s)
Registered: 5.8.2015	Office Use Only
Title System: TORRENS	DP1209178
Purpose: SUBDIVISION	
PLAN OF SUBDIVISION OF	LGA: CAMDEN
LOT 2007 IN D.P. 1162239	Locality: COBBITTY
	Parish: COOK
	County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval  I	Survey Certificate  I, DANIEL JAMES HANNIGAN  of CALIBRE CONSULTING (NSW) PTY LTD (PH: 02 8808 5000)  PO BOX 8300, BAULKHAM HILLS BC NSW 2153  a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:  *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on  *(b) The part of the land shown in the plan (*being/*excluding ^  LOT 2010) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 20/05/2015 the part not surveyed was compiled in accordance with that Regulation.  *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.  Signature:
Signatures, Seals and Section 88B Statements should appear on	If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: X14118_DP1
PLAN FORM 6A	T TOOK

Req:R649805 /Doc:DP 1209178 P /Rev:05-Aug-2015 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:16 /Seq:4 of 5 Ref:ashan /Src:P

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 3 sheet(s)

Registered:



5.8.2015

Office Use Only

Office Use Only

# DP1209178

PLAN OF SUBDIVISION OF LOT 2007 IN D.P. 1162239

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

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

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE.

Subdivision Certificate number: 14. 2014. 1170. 1

Date of Endorsement: 19/7/15

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

- 1. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (A)
- 2. EASEMENT FOR SERVICES VARIABLE WIDTH (B)
- 3. EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (C).

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: X14118\_DP1

	folding will lead to rejection ePlan
DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 3 of 3 sheet(s
Office Use Only <b>Registered:</b> 5.8.2015	
PLAN OF SUBDIVISION OF	DP1209178
LOT 2007 IN D.P. 1162239	
Subdivision Certificate number: 14-2014-1170-1  Date of Endorsement: 10/7/15	This sheet is for the provision of the following information as required:  A schedule of lots and addresses - See 60(c) SSI Regulation 2012  Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  Signatures and seals- see 195D Conveyancing Act 1919  Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Executed by McINTOSH BROS. PTY LIMITED (IN LIQUIDATION) by Michael Renald Parslew, who states that his appointment as liquidator of Mcintosh Bros. Pty Limited is valid and subsisting Date of this document:	at the )
Signature of Witness	Signature of Liquidator
OUEN WAWH  Name of Witness	DAVIP IA~ MA~SFIELD.  MICHAEL RONALD PARSLOW  Name of Liquidator
2/24 FREDERICU ST NORTH BONDI NSW Address (Please Print)	

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: X14118\_DP1

Req:R649816 /Doc:DP 1209178 B /Rev:05-Aug-2015 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:1 of 3 DF1209176 Ref:ashan /Src:P ePlan

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

LENGTHS ARE IN METRES

Sheet 1 of 3 Sheets

Plan: DP1209178 Plan of Subdivision of Lot 2007 in DP 1162239 Covered by Subdivision Certificate No.14, 2014, 1170,1 Dated 10/07/2015

Full name and address of the owner of the land:

MCINTOSH BROS. PTY LIMITED 421 The Northern Road COBBITTY NSW 2570

#### PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement For Drainage of Water Variable Width (A)	2011	2010
2.	2. Easement For Services Variable Width (B)		2010
3.	3. Easement For Drainage of Sewage Variable Width (C)		2010

Authorised Person

LENGTHS ARE IN METRES

Sheet 2 of 3 Sheets

Plan: DP1209178

Plan of Subdivision of Lot 2007 in DP 1162239
Covered by Subdivision Certificate No.14.2014.1170.1
Dated 10/07/2015

### PART 2 (Terms)

#### 1. Terms of Easement numbered 1 in the plan:

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

Name of Authority empowered to release, vary or modify the Easement numbered 1 in the plan. Camden Council

#### 2. Terms of Easement numbered 2 in the plan:

Terms of Easement For Services as prescribed in Part 11 of Schedule 8 of the Conveyancing Act 1919.

Name of Authority empowered to release, vary or modify the Easement numbered 2 in the plan. Camden Council

#### 3. Terms of Easement numbered 3 in the plan:

Terms of Easement For Drainage of Sewage as prescribed in Part 7 of Schedule 8 of the Conveyancing Act 1919.

Name of Authority empowered to release, vary or modify the Easement numbered 3 in the plan. Camden Council

Approved by Camden Council ....

Authorised Person

Req:R649816 /Doc:DP 1209178 B /Rev:05-Aug-2015 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:3 of 3 DF 1209 170 Ref:ashan /Src:P ePlan

LENGTHS ARE IN METRES

Sheet 3 of 3 Sheets

Plan: DP1209178

Plan of Subdivision of Lot 2007 in DP 1162239 Covered by Subdivision Certificate No. 14, 2014, 1170, 1 Dated 10/07/2015

PART 2 (Terms) (Continued)

Executed by McINTOSH BROS. PTY LIMITED (IN LIQUIDATION) by Michael Ronald Parslow, David by Mansfield who states that his appointment as liquidator who states that his appointment as liquidator of Mcintosh Bros. Pty Limited is valid and subsisting at the ) Date of this document:

Signature of Witness

Signature of Liquidator

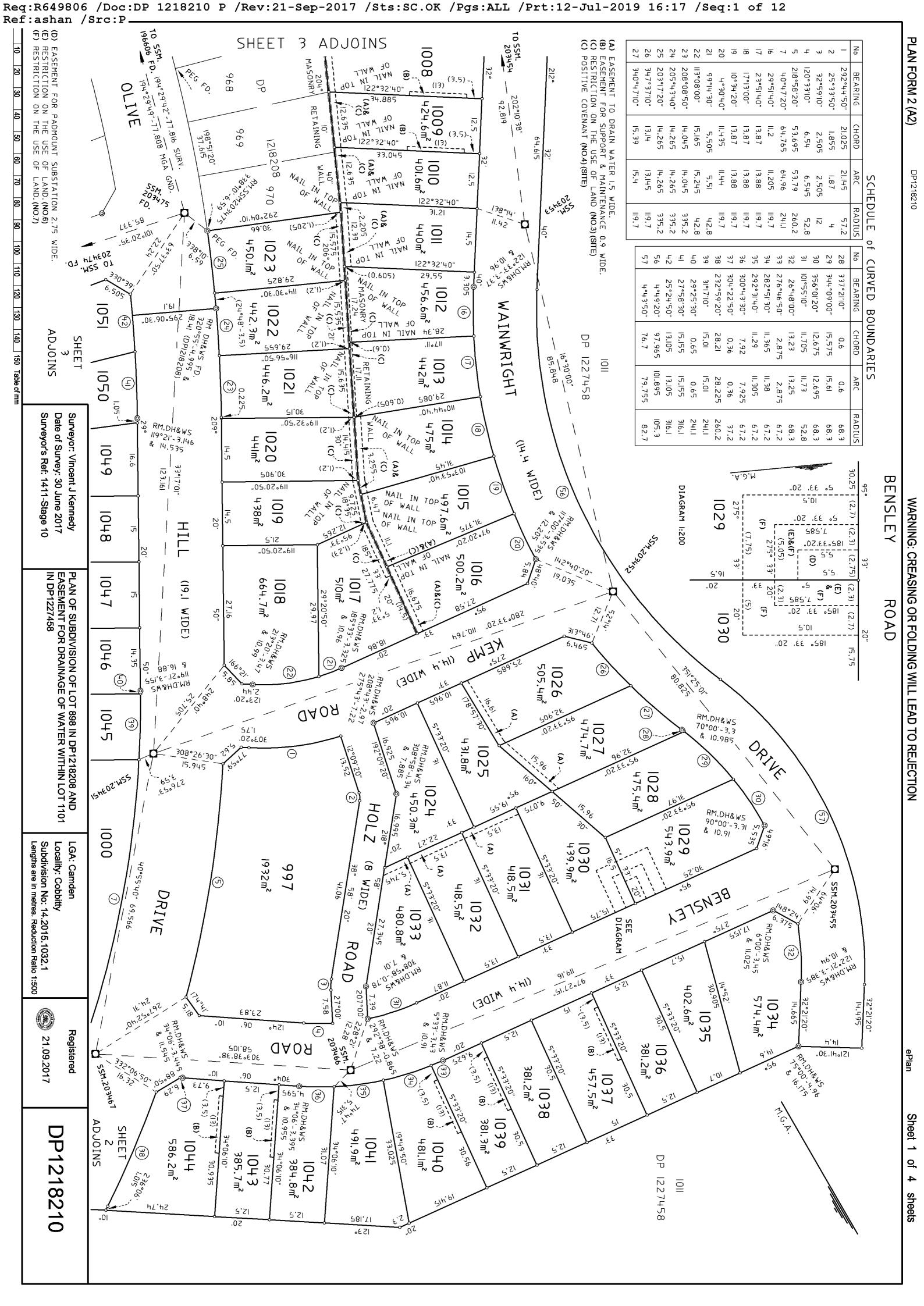
OWEN WALSH Name of Witness

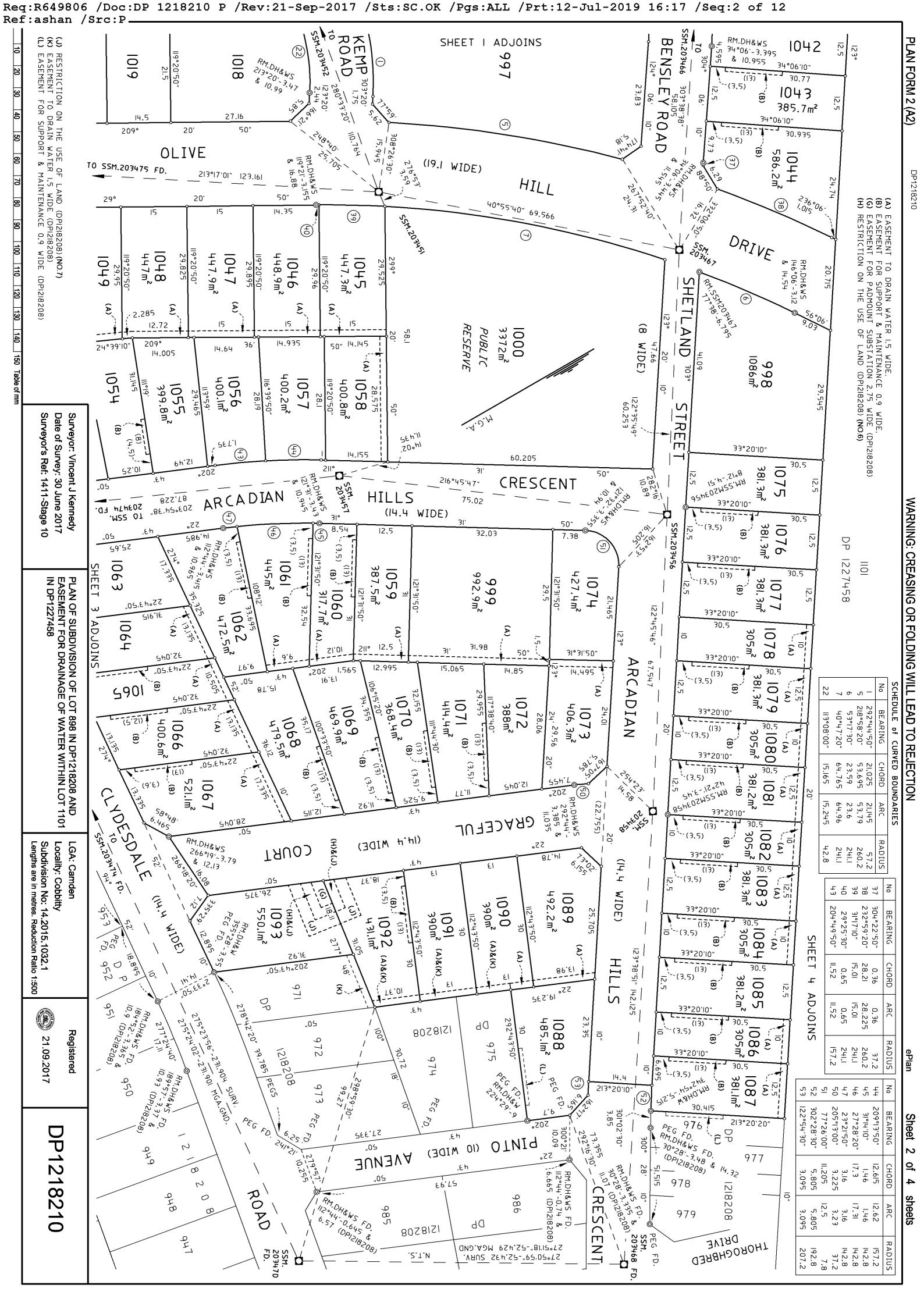
2 24 FREPENICK ST MORRY GONDI NEW

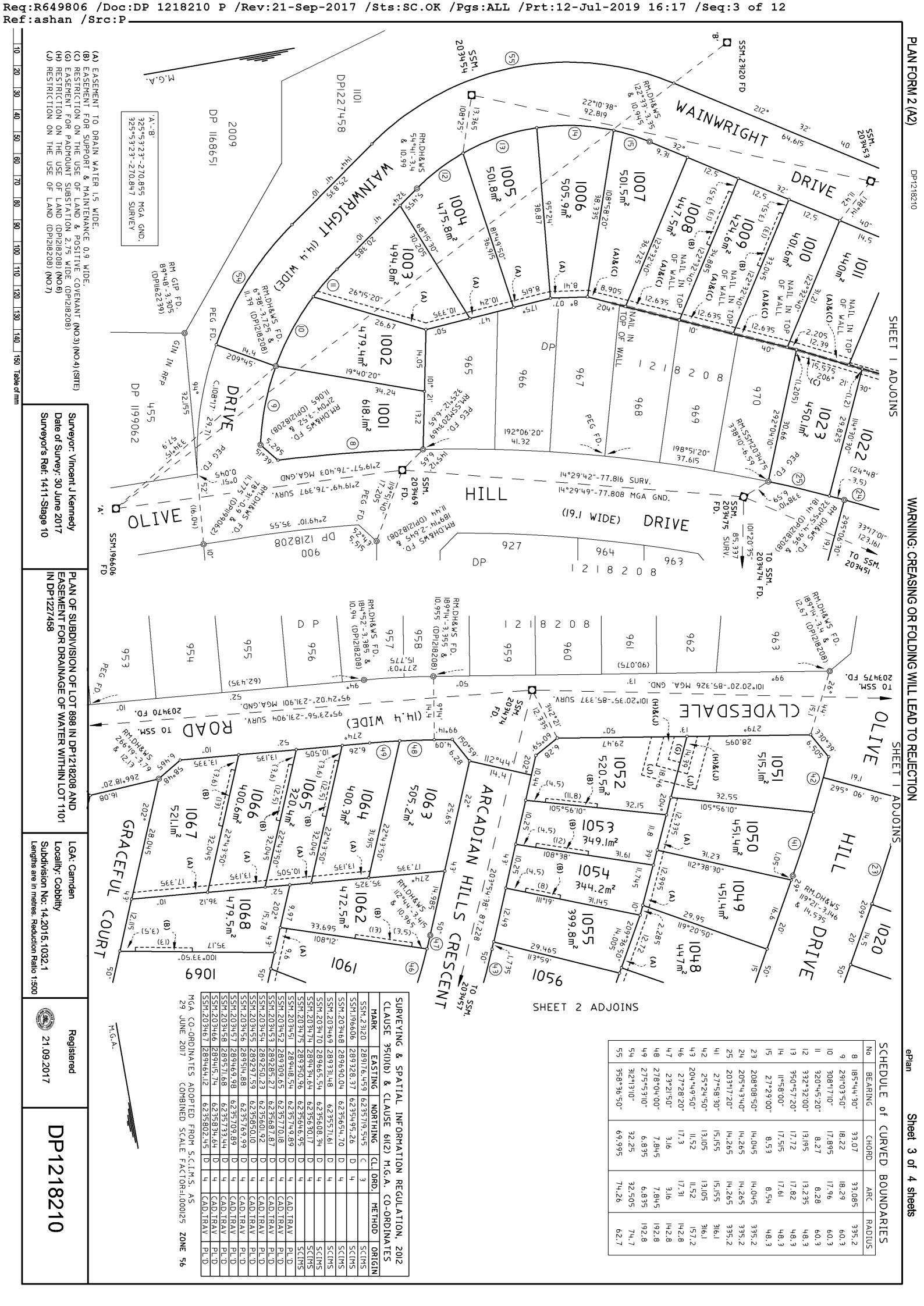
DAVID IAN MANSFIELD MICHAEL RONALD PARSLOW Name of Liquidator

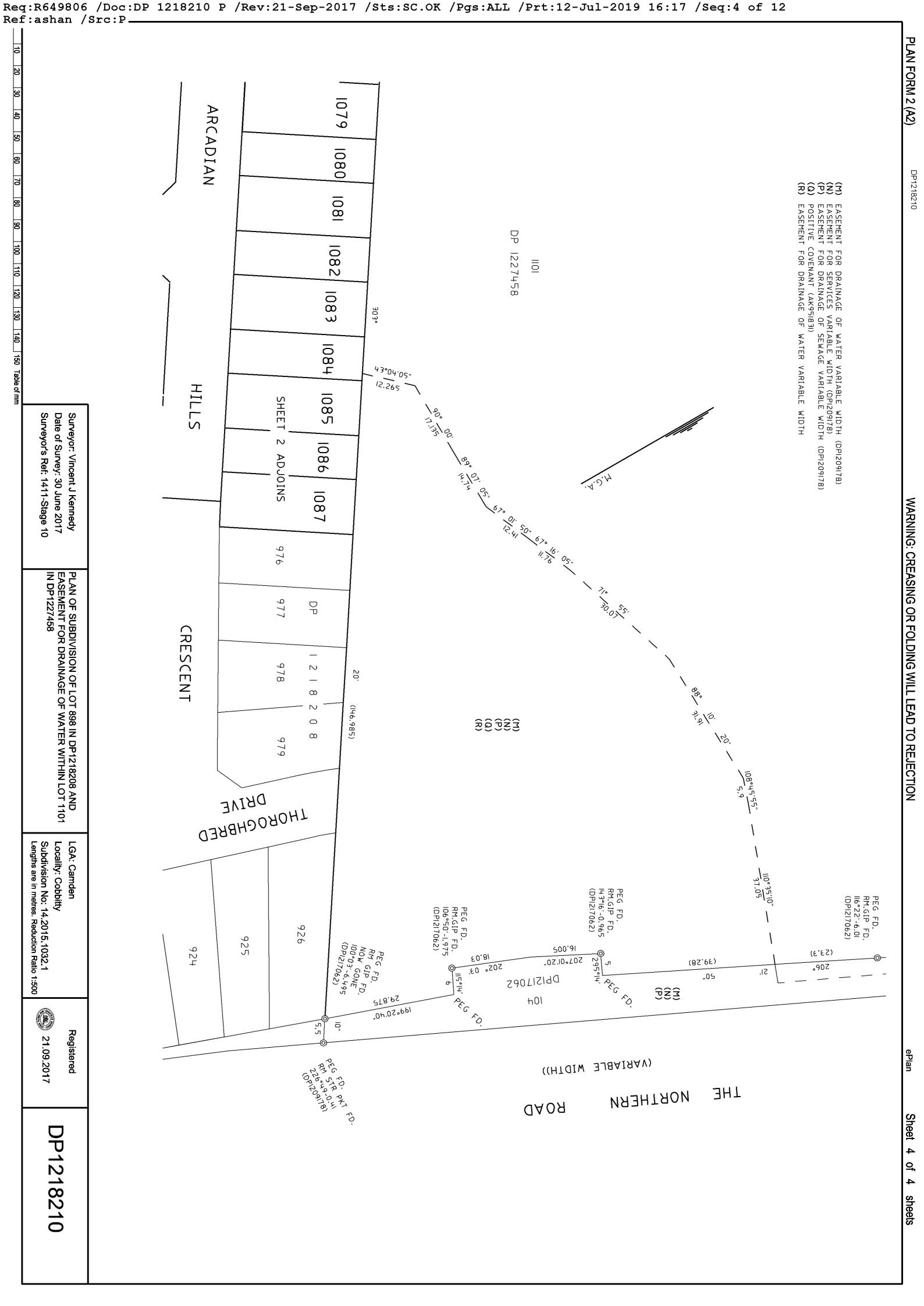
Approved by Camden Council ......

Authorised Person









PLAN FORM 6 (2012)WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN	ADMINISTRATION SHEET Sheet 1 of 8 sheet(s
Office Use Only Registered: 21.09.2017  Title System: TORRENS  Purpose: SUBDIVISION	DP1218210
PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.	LGA: Camden Locality: Cobbitty Parish: Cook County: Cumberland
Crown Lands NSW/Western Lands Office Approval  I,	Survey Certificate  I, Vincent J Kennedy of Youdale Strudwick & Co. Pty Ltd, Suite 4, 114  Hampden Road, Artarmon NSW 2064.  a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:  *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 30 June 2017.  *(b) The part of the land shown in the plan (*being/*excluding ^
*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.  Signature:  Accreditation number:  Consent Authority:  Can de Council	was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.  *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.  Signature: Dated: 30 June 2017  Surveyor ID:8366
Date of endorsement: 8 8 2 0 1 7  Subdivision Certificate number: 14 2015-1031 1  File number: 061.2015 1 1032  *Strike through if inapplicable.	Datum Line: A-B Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.  *Strike through if inapplicable.  *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Statements of intention to dedicate public roads, public reserves and drainage reserves.  IT IS INTENDED TO DEDICATE BENSLEY ROAD, KEMP ROAD, HOLZ ROAD, GRACEFUL COURT AND SHETLAND STREET TO THE PUBLIC AS PUBLIC ROAD.  IS INTENDED TO DEDICATE THE EXTENSIONS OF OLIVE HILL DRIVE, ARCADIAN HILLS CRESCENT AND WAINWRIGHT DRIVE TO THE PUBLIC AS PUBLIC ROAD.	Plans used in the preparation of survey/sempilation.  DP1218208, DP1162239, DP1199062, DP1227458, DP1209178, DP1217062.
T IS INTENDED TO DEDICATE LOT 1000 TO THE PUBLIC AS PUBLIC RESERVE.  Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	If space is insufficient continue on PLAN FORM 6A Surveyor's Reference:1411-Stage 10

WARNING: Creasing or folding will lead to rejection

ePlan

### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 8 sheet(s)

Registered:



21.09.2017

Office Use Only

DP1218210

Office Use Only

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

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

Subdivision Certificate number: 14.2015-1932-1

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE

OF WATER WITHIN LOT 1101 IN DP1227458.

Date of Endorsement: 8-8-2017

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

- 1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
- 2. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (B)
- 3. RESTRICTION ON THE USE OF LAND (C)
- 4. POSITIVE COVENANT (C)
- 5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D)
- 6. RESTRICTION ON THE USE OF LAND (E)
- 7. RESTRICTION ON THE USE OF LAND (F)
- 8. RESTRICTION ON THE USE OF LAND
- 9. POSITIVE COVENANT
- 10. RESTRICTION ON THE USE OF LAND
- 11. RESTRICTION ON THE USE OF LAND
- 12 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (R)

#### IT IS INTENDED TO RELEASE:

- 1. EASEMENT FOR UNDERGROUND CABLES 14.4 WIDE AND VARIABLE CREATED BY DP1218208
- 2. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE CREATED BY DP1218208
- 3. EASEMENT TO DRAIN WATER 1.5 WIDE CREATED BY DP1218208
- 4. EASEMENT TO DRAIN WATER 1.5 WIDE CREATED BY DP1218208
- 5. EASEMENT FOR THE DRAINAGE OF WATER VARIABLE WIDTH CREATED BY DP1209178 (PARTIAL)
- 6. EASEMENT FOR SERVICES VARIABLE WIDTH CREATED BY DP1209178 (PARTIAL)
- 7. EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH CREATED BY DP1209178 (PARTIAL)

Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No. 223 who declares that hehas no notice of revocation of same in the presence of;

Signature of Witness

Signature of Attorney

PAYL TARASENKO

Name of Witness

CHEORGE PINIAROS

Name of Attorney

LEVEL 3

11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153
Address of Witness

Surveyor's Reference: 1411-Stage 10

WARNING: Creasing or folding will lead to rejection

ePlan

**DEPOSITED PLAN ADMINISTRATION SHEET** 

Sheet 3 of 8 sheet(s)

Registered:



21.09.2017

Office Use Only

Office Use Only

DP1218210

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.

Subdivision Certificate number: 14.2015.1032.1

Date of Endorsement: 8-8-2017

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

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

CBA Corporate services (NSW) Pty limited ACN 072 765⁄434 by its duly authorised Attorney

under power of Attorney Book 4659 No.765
Aaron Lind

Director

of Commonwealth Bank of Australia

14 AUG 2017

Name of Attorney

Signature of Attorney

Date

Signature of Witness Joanna Judd

Executive Assistant
Commonwealth Bank of Australia

Name of Witness

Level 21, 727 Collins Street Melbourne VIC 3008

Address of Witness

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 10

WARNING: Creasing or folding will lead to rejection

Office Use Only

ePlan

#### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 4 of 8 sheet(s)

Office Use Only

Registered:



21.09.2017

DP1218210

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.

Subdivision Certificate number: 14.2015.1032.1

Date of Endorsement: 8.8.2017

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

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

Executed by McIntosh Bros. Pty. Limited (In Liquidation) ACN 000 024-395

By David Ian Mansfield

Who states that his appointment as liquidator of McIntosh Bros. Pty. Limited is valid and subsisting at the date of this document:

Signature of Liquidator

11/8/17

///

Signature of Witness

MATHEW BOR

Name of Witness

LUL 19/60 STATION STREET PARRAMATTA NSW 2150

Address of Witness

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1411-Stage 10

re

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 8 sheet(s)

Office Use Only

Registered:

21.09.2017

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE

DD4040040

Office Use Only

# DP1218210

OF WATER WITHIN LOT 1101 IN DP1227458.

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

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

Subdivision Certificate number: 14.2015.1032-1

Date of Endorsement: 8・5・2017

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

Lot	House No.	Street Name	Street Type	Suburb
997	67	Olive Hill	Drive	Cobbitty
998	2	Shetland	Street	Cobbitty
999	12	Arcadian Hills	Crescent	Cobbitty
1000	86	Olive Hill	Drive	Cobbitty
1001	2	Wainwright	Drive	Cobbitty
1002	4	Wainwright	Drive	Cobbitty
1003	6	Wainwright	Drive	Cobbitty
1004	8	Wainwright	Drive	Cobbitty
1005	10	Wainwright	Drive	Cobbitty
1006	12	Wainwright	Drive	Cobbitty
1007	14	Wainwright	Drive	Cobbitty
1008	16	Wainwright	Drive	Cobbitty
1009	18	Wainwright	Drive	Cobbitty
1010	20	Wainwright	Drive	Cobbitty
1011	22	Wainwright	Drive	Cobbitty
1012	24	Wainwright	Drive	Cobbitty
1013	26	Wainwright	Drive	Cobbitty
1014	28	Wainwright	Drive	Cobbitty
1015	30	Wainwright	Drive	Cobbitty
1016	32	Wainwright	Drive	Cobbitty
1017	3	Kemp	Road	Cobbitty
1018	1	Kemp	Road	Cobbitty
1019	63	Olive Hill	Drive	Cobbitty
1020	61	Olive Hill	Drive	Cobbitty
1021	59	Olive Hill	Drive	Cobbitty
1022	57	Olive Hill	Drive	Cobbitty
1023	55	Olive Hill	Drive	Cobbitty

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 10

### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 6 of 8 sheet(s)

Registered:



21.09.2017

Office Use Only

Office Use Only

# DP1218210

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.

Subdivision Certificate number: 14-2015.1032.1

Date of Endorsement: 8 8 2017

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

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

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

1024	4	Kemp	Road	Cobbitty
1025	6	Kemp	Road	Cobbitty
1026	34	Wainwright	Drive	Cobbitty
1027	36	Wainwright	Drive	Cobbitty
1028	38	Wainwright	Drive	Cobbitty
1029	40	Wainwright	Drive	Cobbitty
1030	9	Bensley	Road	Cobbitty
1031	7	Bensley	Road	Cobbitty
1032	5	Bensley	Road	Cobbitty
1033	3	Bensley	Road	Cobbitty
1034	22	Bensley	Road	Cobbitty
1035	20	Bensley	Road	Cobbitty
1036	18	Bensley	Road	Cobbitty
1037	16	Bensley	Road	Cobbitty
1038	14	Bensley	Road	Cobbitty
1039	12	Bensley	Road	Cobbitty
1040	10	Bensley	Road	Cobbitty
1041	8	Bensley	Road	Cobbitty
1042	6	Bensley	Road	Cobbitty
1043	4	Bensley	Road	Cobbitty
1044	2	Bensley	Road	Cobbitty
1045	84	Olive Hill	Drive	Cobbitty
1046	82	Olive Hill	Drive	Cobbitty
1047	80	Olive Hill	Drive	Cobbitty
1048	78	Olive Hill	Drive	Cobbitty
1049	76	Olive Hill	Drive	Cobbitty
1050	74	Olive Hill	Drive	Cobbitty
1051	72	Olive Hill	Drive	Cobbitty
1052	1	Arcadian Hills	Crescent	Cobbitty

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1411-Stage 10

### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 7 of 8 sheet(s)

Registered:



21.09.2017

Office Use Only

Office Use Only

# DP1218210

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458.

Subdivision Certificate number: 14-2-15-1932-1

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

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

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

г					
	1053	3	Arcadian Hills	Crescent	Cobbitty
	1054	5	Arcadian Hills	Crescent	Cobbitty
Ĺ	1055	7	Arcadian Hills	Crescent	Cobbitty
L	1056	9	Arcadian Hills	Crescent	Cobbitty
	1057	11	Arcadian Hills	Crescent	Cobbitty
,	1058	13	Arcadian Hills	Crescent	Cobbitty
	1059	10	Arcadian Hills	Crescent	Cobbitty
	1060	8	Arcadian Hills	Crescent	Cobbitty
L	1061	6	Arcadian Hills	Crescent	Cobbitty
ļ	1062	4	Arcadian Hills	Crescent	Cobbitty
	1063	6	Clydesdale	Road	Cobbitty
_	1064	8	Clydesdale	Road	Cobbitty
	1065	10	Clydesdale	Road	Cobbitty
	1066	12	Clydesdale	Road	Cobbitty
_	1067	14	Clydesdale	Road	Cobbitty
	1068	3	Graceful	Court	Cobbitty
_	1069	5	Graceful	Court	Cobbitty
L	1070	7	Graceful	Court	Cobbitty
L	1071	9	Graceful	Court	Cobbitty
_	1072	11	Graceful	Court	Cobbitty
	1073	13	Graceful	Court	Cobbitty

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1411-Stage 10

### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 8 of 8 sheet(s)

Office Use Only

Office Use Only

Registered:



21.09.2017

PLAN OF SUBDIVISION OF LOT 898 IN DP 1218208 AND EASEMENT FOR DRAINAGE OF WATER WITHIN LOT 1101 IN DP1227458. DP1218210

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

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

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

			A	
1074	14	Arcadian Hills	Crescent	Cobbitty
1075	17	Arcadian Hills	Crescent	Cobbitty
1076	19	Arcadian Hills	Crescent	Cobbitty
1077	21	Arcadian Hills	Crescent	Cobbitty
1078	23	Arcadian Hills	Crescent	Cobbitty
1079	25	Arcadian Hills	Crescent	Cobbitty
1080	27	Arcadian Hills	Crescent	Cobbitty
1081	29	Arcadian Hills	Crescent	Cobbitty
1082	31	Arcadian Hills	Crescent	Cobbitty
1083	33	Arcadian Hills	Crescent	Cobbitty
1084	35	Arcadian Hills	Crescent	Cobbitty
1085	37	Arcadian Hills	Crescent	Cobbitty
1086	39	Arcadian Hills	Crescent	Cobbitty
1087	41	Arcadian Hills	Crescent	Cobbitty
1088	7	Pinto	Avenue	Cobbitty
1089	10	Graceful	Court	Cobbitty
1090	8	Graceful	Court	Cobbitty
1091	6	Graceful	Court	Cobbitty
1092	4	Graceful	Court	Cobbitty
1093	16	Clydesdale	Road	Cobbitty

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 10

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

(Sheet 1 of 13)

Plan: DP1218210

Full name and address of the owner of the land:

of the land: McIntosh Bros. PTY. LIMITED 421 The Northern Road

Cobbitty NSW 2570

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14. 2015.1032.1 AVJennings Properties Limited. Level 3, 11-13 Brookhollow Avenue Baulkham Hills NSW 2153 ABN 50 004 601 503

PART 1

Number of item	Identity of easement, profit å	Burdened lot(s)	Benefited lot(s), road(s), bodies or
shown in the	prendre, restriction or positive	or parcel(s):	Prescribed Authorities:
intention panel	covenant to be created and		
on the plan	referred to in the plan.		
1	Easement to Drain Water 1.5	999	1059, 1060, 1061, 1062.
	wide (A)	1003	1004, 1005, 1006, 1007, 1008, 1009, 1010,
			1011, 1012.
		1004	1005, 1006, 1007, 1008, 1009, 1010, 1011,
			1012.
		1005	1006, 1007, 1008, 1009, 1010, 1011, 1012.
		1006	1007, 1008, 1009, 1010, 1011, 1012.
		1007	1008, 1009, 1010, 1011, 1012.
		1008	1009, 1010, 1011, 1012.
		1009	1010, 1011, 1012.
		1010	1011, 1012.
		1011	1012.
		1014	1013.
		1015	1014, 1013.
		1016	1015, 1014, 1013.
		1026	1027, 1028.
		1027	1028.
		1031	1030.
		1032	1031, 1030.
		1033	1032, 1031, 1030.
		1045	1046, 1047, 1048, 1049, 1050, 1051.
		1046	1047, 1048, 1049, 1050, 1051.
		1047	1048, 1049, 1050, 1051.
		1048	1049, 1050, 1051.
		1049.	1050, 1051.
		1050	1051.
		1058	1045, 1046, 1047, 1048, 1049, 1050, 1051.
		1059	1060, 1061, 1062.
	THEORETE	1060	1061, 1062.
		1061	1062.



(Sheet 2 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision
Certificate No. 14, 2015.(032.1

Number of item	Identity of easement, profit å	Burdened lot(s)	Benefited lot(s), road(s), bodies or
shown in the	prendre, restriction or positive	or parcel(s):	Prescribed Authorities:
intention panel	covenant to be created and		
on the plan	referred to in the plan.		
1	Easement to Drain Water 1.5	1064	1063.
	wide (A)	1065	1064, 1063.
		1066	1065, 1064, 1063.
		1067	1066, 1065, 1064, 1063.
•		1073	999, 1059, 1060, 1061, 1062.
		1078	1077.
		1079	1078, 1077.
		1080	1079, 1078, 1077.
		1081	1080, 1079, 1078, 1077.
		1082	1081, 1080, 1079, 1078, 1077.
		1083	1082, 1081, 1080, 1079, 1078, 1077.
		1084	1083, 1082, 1081, 1080, 1079, 1078,
			1077.
		1086	1085.
		1087	1086, 1085.
		1089	1090, 1091, 1092, 1093, 971/1218208.
		1090	1091, 1092, 1093, 971/1218208.
		1091	1092, 1093, 971/1218208.
		1092	1093, 971/1218208.
2	Easement for Support &	1008	1009.
	Maintenance 0.9 wide (B)	1009	1010.
	` ,	1037	1036.
		1039	1038.
		1040	1039.
		1043	1042.
		1044	1043.
		1052	1053.
		1053	1054.
		1054	1055.
		1060	1059.
		1061	1060.
		1062	1061.
		1065	1064.
		1066	1065.
		1067	1066.
т		1068	1069.
		1069	1070.
		1070	1071.
ł		1071	1072.



(Sheet 3 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision
Certificate No. 14-2015-1032-1

Number of item	Identity of easement, profit à	Burdened lot(s)	Benefited lot(s), road(s), bodies or
shown in the	prendre, restriction or positive	or parcel(s):	Prescribed Authorities:
intention panel	covenant to be created and	or parcents).	Tresembed Additionales.
on the plan	referred to in the plan.		
2	Easement for Support &	1076	1075.
-	Maintenance 0.9 wide (B)	1077	1076.
	Wallet allee 0.5 Wide (b)	1079	1078.
		1080	1079.
		1081	1080.
		1082	1081.
		1083	1082.
		1084	1083.
		1085	1084.
		1085	1085.
		1087	1086.
		1092	1091.
]		1092	1051.
		1007 to 1017 incl.	
3	Restriction on the use of land (C)	and 1019 to 1023	Camden Council
	restriction on the use of land (c)	incl.	Cariden Council
·		1007 to 1017 incl.	
4	Positive Covenant (C)	and 1019 to 1023	Camden Council
4	Positive Coveriant (C)	incl.	Camberr Council
	Easement for Padmount	inci.	
5	Substation 2.75 wide (D)	1029	Endeavour Energy
	Substation 2.75 wide (b)	D : (1000 0	
6	Restriction on the use of land (E)	Part of 1029 &	Endeavour Energy
		1030.	
7	Restriction on the use of land (F)	Part of 1029 &	Endeavour Energy
		1030.	
_		997, 998, 1001,	
8	Restriction on the use of land	1018 to 1023 incl,	Camden Council
		1043 to 1051 incl.	
9	Positive Covenant	998, 1001, 1018,	Camden Council
-		1044	
10	Restriction on the use of land	Each and every	Camden Council
	The state of the s	lot	
11	Restriction on the use of land	Each and every	Each and every other lot
		lot	Lacif and every other for
17 1	Easement for Drainage of Water	1101/1227458	Camden Council
	variable width (R)	1101/122/700	



Req:R649818 /Doc:DP 1218210 B /Rev:21-Sep-2017 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:4 of 13 Ref:ashan /Src:P

ePlan

(Sheet 4 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14.2015.\032.\

#### PART 1A

Number of item shown in the intention panel on the plan.	Identity of easement or profit å prendre, to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Underground Cables 14.4 wide and variable created by DP1218208	898/1218208	Endeavour Energy
2	Easement for Support and Maintenance 0.9 wide created by DP1218208 (Partial)	976/1218208	Each and every lot except lot 1087. Bensley Road, Kemp Road, Holz Road, Graceful Court, Shetland Street, Olive Hill Drive, Arcadian Hills Crescent & Wainwright Drive.
3	Easement to Drain Water 1.5 wide created by DP1218208 (Partial)	976/1218208, 977/1218208, 978/1218208, 979/1218208.	Each and every lot except lots 1085 to 1087 inclusive, Bensley Road, Kemp Road, Holz Road, Graceful Court, Shetland Street, Olive Hill Drive, Arcadian Hills Crescent & Wainwright Drive.
4	Easement to Drain Water 1.5 wide created by DP1218208 (Partial)	971/1218208,	Each and every lot except lots 1093, Bensley Road, Kemp Road, Holz Road, Graceful Court, Shetland Street, Olive Hill Drive, Arcadian Hills Crescent & Wainwright Drive.
5	Easement for Drainage of Water variable width created by DP1209178 (Partial)	1101/1227458	898/1218208
6	Easement for Services variable width created by DP1209178 (Partial)	1101/1227458	898/1218208
7	Easement for Drainage of Sewage variable width created by DP1209178 (Partial)	1101/1227458	898/1218208

#### PART 2

Terms of the Easement for Support & Maintenance 0.9 wide secondly referred to in the abovementioned plan.

Full and free right and liberty to have the building or any part thereof or any structure appurtenant thereto erected on the dominant tenement supported, upheld and maintained

28 pea

(Sheet 5 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision
Certificate No. 14.205,1032.1

by the soil or any structure erected in that portion of the servient tenement designated (B) in the abovementioned plan, together with the full and free right for the registered proprietor for the time being of the dominant tenement and every person authorised by him or her to

enter upon that portion of the servient tenement with any tools, implements or machinery necessary and to remain there for any reasonable time for the purpose of repairing or maintaining any part of the soil or any structures erected in that portion of the servient tenement which has deteriorated or decayed or has been allowed to deteriorate or decay to the extent that the nature of the support has been affected and the registered proprietor for the time being of the servient tenement agrees that he or she will not use or permit to be used that portion of the servient tenement in any manner or for any purpose which may affect or have tendency to affect the stability of the soil or any structures erected in that portion of the servient tenement.

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

- 1. The registered proprietor of the lot hereby burdened must not, or allow any person to, alter, remove or destroy any part of the retaining wall including any soil, planting or fencing associated with the retaining wall within the area designated (C) in the abovementioned plan without the prior written approval of Camden Council.
- 2. No buildings or structures shall be permitted to be constructed within, on or over the area designated (C) in the abovementioned plan.

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

The registered proprietor or their assigns shall covenant with Camden Council at all times to maintain the retaining wall and any associated fencing in good order within, on or over the area designated (C) in the abovementioned plan.

Terms of the Easement for Padmount Substation 2.75 wide fifthly referred to in the abovementioned plan.

An Easement for Padmount Substation designated (D) as set out in Memorandum AK104621 filed at Land and Property Information New South Wales.

(Sheet 6 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision
Certificate No. 14. 2015. 1032.1

Terms of the Restriction on the Use of Land (E) sixthly referred to in the abovementioned 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:
  - 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 firefighting systems such as automatic sprinklers.
- 4.0 Lessee of Endeavour Energy'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 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.

(Sheet 7 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision
Certificate No. 14, 2015, 1032.1

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 Endeavour Energy.

Terms of the Restriction on the Use of Land (F) seventhly referred to in the abovementioned 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 Endeavour Energy's 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 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.
  - 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 Endeavour Energy.



(Sheet 8 of 13)

Plan: DP1218210

LOT

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision
Certificate No. 14.2015, 1032.1

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

No dwelling shall be constructed on the land hereby burdened unless architectural noise controls, alternative ventilation and construction requirements are in accordance with the following Table A "Summary of architectural treatments required depending on glazing orientation" and Table B "Treatment Type and Associated Requirements" as generally outlined in Rp001 2015039SY Arcadian Hills Traffic Noise Impact Assessment, dated 29 May 2015, amendment R02 dated 19 August 2015, Memo Mm 001 dated 28 October 2015 and Memo Mm 02 20150395SY dated 22 September 2016 prepared by Marshal Day Acoustics.

Table A: Summary of architectural treatments required depending on glazing orientation.

Ground floor glazing orientation.

	North	East	South	West
997	Α	D	Α	
998			Α	D
1001		Α	Α	
1018	Α	Α		
1019 to 1023 incl.	Α	D	Α	
1044		Α	C	
1045 to 1051 incl.	Α		Α	D
LOT First floor glazing orientation.				
	North	East	South	West
997	<b>North</b> C	<b>East</b> D	<b>South</b> C	West
997 998				<b>West</b>
	С		С	
998	C C	D	C C	
998 1001	C C D	D D	C C D	
998 1001 1018	C C D D	D D D	C C D C	
998 1001 1018 1019 to 1023 incl.	C C D D	D D D	C C D C	
998 1001 1018 1019 to 1023 incl. 1043	C C D C	D D D	C C D C C	

Req:R649818 /Doc:DP 1218210 B /Rev:21-Sep-2017 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:9 of 13 Ref:ashan /Src:P

ePlan

(Sheet 9 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision
Certificate No. 14, 2015, 1032.1

Table B: Treatment type and associated requirements

Treatment type	Glazing requirement	Mechanical ventilation requirement	External door requirement
Α	Standard Glazing.	Bedrooms only.	Standard external solid core doors.
В	Standard Glazing.	Bedrooms & Living areas.	Standard external solid core doors.
C	Bedroom: Rw30, min 6.38mm laminated. Living areas: Standard glazing.	Bedrooms & Living are <b>a</b> s.	Bedroom: Rw 30 door system. Living: Standard external solid core doors.
D	Bedroom: Rw32, min 8.38mm laminated. Living areas: Rw30, min 6.38mm laminated.	Bedrooms & Living areas.	Bedroom: Rw32 door system. Living: Rw30 door system.

The internal noise levels contained within the current Oran Park DCP must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.

Consultation with a mechanical engineer to ensure compliance with the Building Code of Australia and AS1668 may be required. Compliance with the above is to be demonstrated for each dwelling application on the affected lots.

ePlan

(Sheet 10 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision
Certificate No. 14, 2015.1032.1

### Terms of Positive Covenant ninthly referred to in the abovementioned plan.

The registered proprietor of the lots hereby burdened covenants with Council to construct and maintain in good condition at all times, a 1.8 metre high acoustic rated fence as follows;

- 1. for lot 998 part of the Western boundary and part of the Northern boundary,
- 2. for lot 1001 all of the northern boundary and part of the eastern boundary,
- 3. for lot 1018 all of the of the southern boundary and part of the south eastern boundary,
- 4. for lot 1044 –all of the northern boundary and part of the south eastern boundary.

The fences should be located consistent with the plan titled "Olive Hill Drive Peak Hour 1.8m Barriers Ground level" identified in the Rp001 2015039SY Arcadian Hills Traffic Noise Impact Assessment, dated 29 May 2015, amendment R02 dated 19 August 2015, Memo Mm001 dated 28 October 2015 and Memo Mm 02 20150395SY dated 22 September 2016 prepared by Marshal Day Acoustics.

The fence/s are to be constructed of either: double lapped and capped timber ensuring a 30mm continuous thickness, masonry, or aerated concrete

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

All proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land burdened must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan in the report titled "Report on Salinity Investigation and Management Plan: Proposed Residential Subdivision Stages 9 and 10 Arcadian Hills 2 The Northern Road Cobbitty" prepared by Douglas Partners, project 34281.23, dated June 2015.

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

For as long as AVJennings Properties Limited or its nominated successors is the registered proprietor of adjacent land, AVJennings Properties Limited will have no liability to contribute to the cost of any boundary fencing or to carry out any fencing work.

ePlan

(Sheet 11 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. 14. 2015, 1032.1

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

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

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

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

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

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

Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No.223 who declares that he has no notice of revocation of same in the presence of;

Signature of Witness

Signature of Attorney

Name of Witness

Name of Attorney

LEVELS

11-13 BROOKHOUOW AVE BAULKHAM HILLS WELL 2153

Address of Witness

Execution by Camden Council:
Signature:
Signed by: Daniel Streater
Authorised officer as a delegate of Canaden Council pursuant to 8.378 of the Local Government Act 1993 and I beneby certify that I have up notice of revocation of such delegation.
Authority of Officer Manage- Certification
Witness Signature:
Name of Wilness: Sysul Mohamed
Address of Witness: 70 Central Ave
Oron Park NSW 2570

Req:R649818 /Doc:DP 1218210 B /Rev:21-Sep-2017 /Sts:SC.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:12 of 13 Ref:ashan /Src:P

ePlan

(Sheet 12 of 13)

Plan: DP1218210

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Certificate No. |4.20|5.1032.

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to

4705 566

Power of Attorney Book 4693 No. 329 in the presence of:

Signature of witness

Signature of attorney

NATAS HA 125AC

Name of witness

Name: HELEN SMITH

Position: MANAGER PROPERTY & FLEET

Date of execution: 13 June 2017.

Reference: URS17420

c/- Endeavour Energy 51 Huntingwood Drive Huntingwood NSW 2148

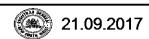
ePlan

(Sheet 13 of 13)

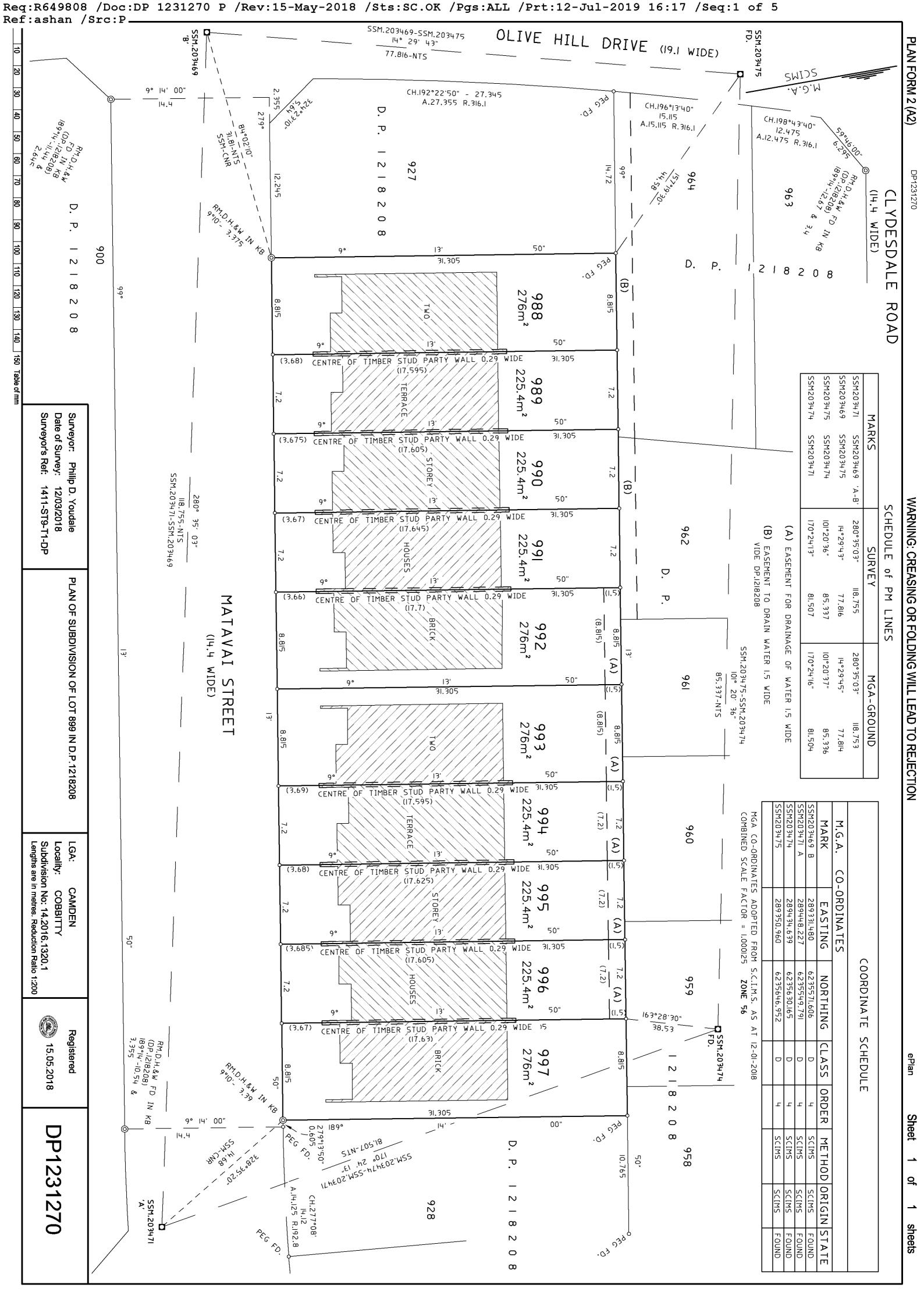
Plan:		<b>D</b> 1	171	Q	71	$\cap$
	U		<b>/</b>		<b>∠</b>	U

Subdivision of Lot 898 in DP1218208 and Easement for Drainage of Water within lot 1101 in DP1227458 covered by Council Subdivision Cert. Na 14.2015, lo32.1

		cil Subdivision Cert. Na 14,2015, la
CBA Corporate services (NSW) Pty lim		duly authorised Attorney
under power of Attorney Book 4659 N <b>Aaron Lind</b> Director	0.703	
of Commonwealth Bank of Australia		14 104 2017
Name of Attorney	Signature of Attorney	Date
Should		
Signature of Witness Joanna Judd Executive Assistant Commonwealth Bank of Australia		
Name of Witness		
Level 21, 727 Collins Street Melbourne VIC 3008		
Address of Witness		
By David Ian Mar liquidator of McIntosh Bros. Pty. Limited	is valid and subsisting at t	the date of this document:
7	![	
Signature of Liquidator	Date	
Signature of Witness		
MATHEW BOR		
Name of Witness		
LUL 19/60 STATION:	STREET PARRA	MATTA NSW 2150
Address of Witness		







PLAN FORM 6 (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 4 sheet(s) Office Use Only Office Use Only Registered: 15.05.2018 DP1231270 Title System: **TORRENS PLAN OF SUBDIVISION LOT 899** LGA: CAMDEN Locality: COBBITTY IN DP 1218208 Parish: COOK County: CUMBERLAND Survey Certificate Crown Lands NSW/Western Lands Office Approval I, PHILIP D. YOUDALE of YOUDALE STRUDWICK & CO PTY, LTD. ...... (Authorised Officer) in of SUITE 4, 114 HAMPDEN ROAD, ARTARMON NSW 2064 ...... approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: Signature: (a) The land shown in the plan was surveyed in accordance with the Date: Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on File Number: \*(b) The part of the land shown in the plan (\*being/\*excluding \*\* was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the Subdivision Certificate survey was completed on,..... the part not surveyed SUGULE MOHAMED was compiled in accordance with that Regulation, or \*Authorised Person/\*General Manager/\*Accredited Certifier, certify that \*(c) The land shown in this plan was compiled in accordance with the the provisions of s.109J of the Environmental Planning and Surveying and Spatial Information Regulation 2017. Assessment Act 1979 have been satisfied in relation to the proposed Datum Line: 'A' - 'B'..... subdivision, new road or reserve set out herein. Signature: Type: \*Urban/\*Rural The terraip is "Level-Undulating / "Steep Mountainous." Accreditation number: Consent Authority: Canadan Council Signature: ... \_\_\_\_\_ Dated: 13/03/2018 ... Date of endorsement: 25 1 + 1 2 • 18 Surveyor Identification No: 2502..... Subdivision Certificate number: 14-2016-1320-1 Surveyor registered under the Surveying and Spatial Information Act 2002 File number: DA 1 2416 [ 1324 \*Strike out inappropriate words. \*Strike through if inapplicable. \*\*Specify the land actually surveyed or specify any land shown in the plan that Plans used in the preparation of survey/sompilation. Statements of intention to dedicate public roads, create public reserves. and drainage reserves, acquire/resume land. DP 1218208

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 1411-ST9-T1-DP

ePlan Sheet 2 of 4 sheet(s) PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Office Use Only Office Use Only 15.05.2018 Registered: DP1231270 **PLAN OF SUBDIVISION LOT 899 IN DP 1218208** This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Subdivision Certificate number: 14. 2016.1320.1 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Date of Endorsement: 231412418 Signatures and seals- see 1950 Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE: 1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE 2. RESTRICTION ON THE USE OF LAND 3. RESTRICTION ON THE USE OF LAND Signed by AV JENNINGS PROPERTIES LIMITED (ABN 50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No. 223 who declares that he has no notice of revocation of same in the presence of: Signature of Witness Signature of Attorney PAUL TARASENKO Name of Witness (print) Name of Attorney (print) LEVEL 3, 11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153

If space is insufficient use additional annexure sheet

Council Authorised Perso

Surveyor's Reference: 1411-ST9-T1-DP

Address of Witness

ePlan

Sheet 3 of 4 sheet(s) PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Office Use Only Office Use Only 15.05.2018 Registered: DP1231270 **PLAN OF SUBDIVISION LOT 899** IN DP 1218208 This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Subdivision Certificate number: 14:2916...1329:1 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Date of Endorsement: 23\4\24\5 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. CBA CORPORATE SERVICES (NSW) PTY. LIMITED (ACN 072 765 434) by its duly authorised Attorney Under Power of Attorney Book 4659 No. 765 Aaron Lind Director of Commonwealth Bank of Australia Name of Attorney Signature of Attorney Signature of Witness Tony Di Paolo Director of Commonwealth Bank of Australia Name of Witness Level 21, 727 Collins Street Melbourne VIC 3008 Address of Witness Council Authorised Person If space is insufficient use additional annexure sheet Surveyor's Reference: 1411-ST9-T1-DP

ePlan

PLAN FORM 6A (2017)

**DEPOSITED PLAN ADMINISTRATION SHEET** 

Sheet 4 of 4 sheet(s)

Office Use Only

Registered:

Office Use Only

15.05.2018

**PLAN OF SUBDIVISION LOT 899** 

IN DP 1218208

DP1231270

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.

Date of Endorsement: 251 4120 18

Subdivision Certificate number: 14. 2014.132001

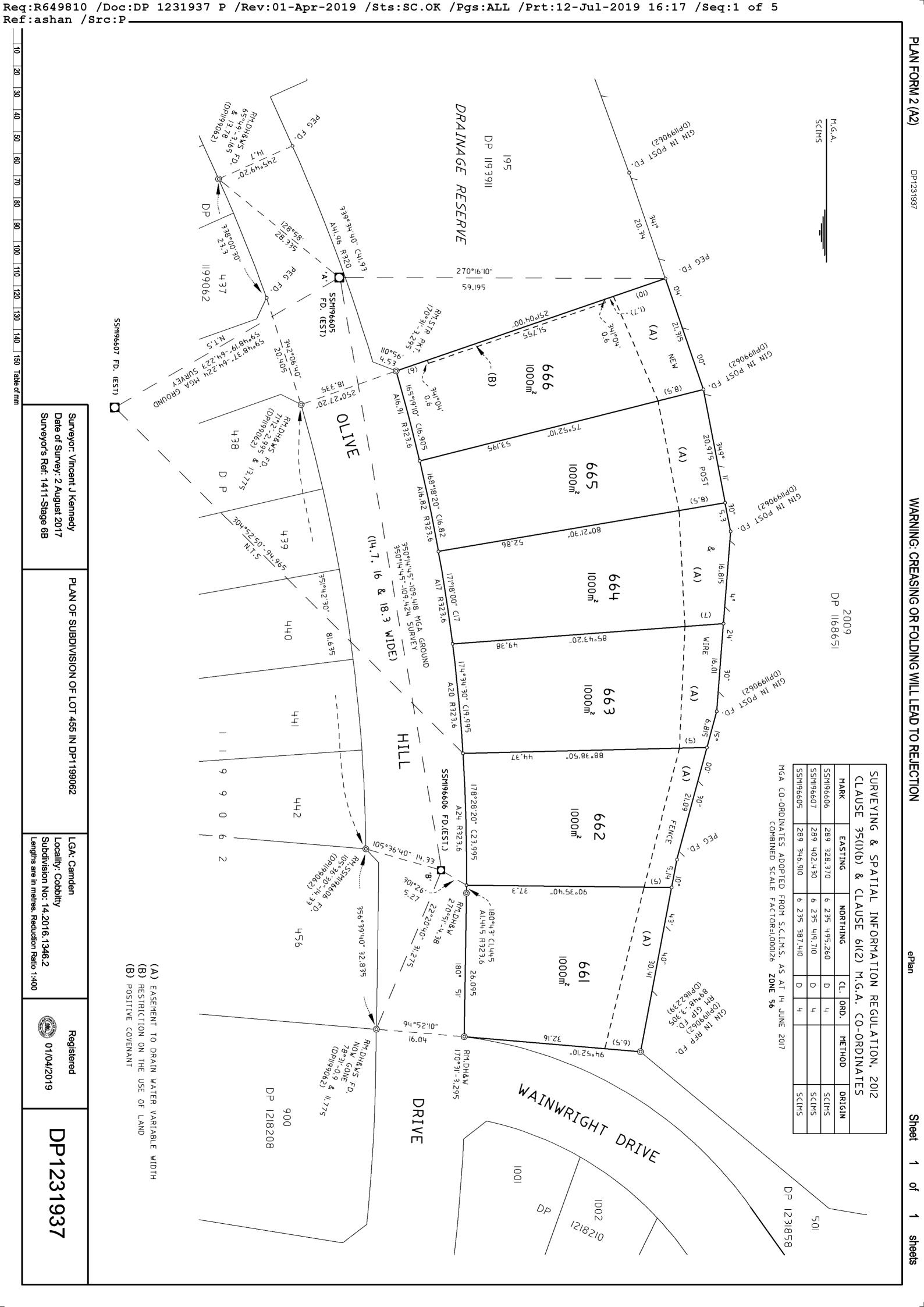
The Surveying & Spatial Information Regulation 2017, Clause 60 (c)

Lot	Street No.	Street Name	Street Type	Locality
988	4	MATAVAI	STREET	COBBITTY
989	6	MATAVAI	STREET	COBBITTY
990	8	MATAVAI	STREET	COBBITTY
991	10	MATAVAI	STREET	COBBITTY
992	12	MATAVAI	STREET	COBBITTY
993	14	MATAVAI	STREET	COBBITTY
994	16	MATAVAI	STREET	COBBITTY
995	18	MATAVAI	STREET	COBBITTY
996	20	MATAVAI	STREET	COBBITTY
997	22	MATAVAI	STREET	COBBITTY

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1411-ST9-T1-DP



PLAN FORM 6 (2012)WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN AI	OMINISTRATION SHEET Sheet 1 of 4 sheet(s)
Registered: 01/04/2019 Office Use Only	Office Use Only
Cours of the course of the cou	DP1231937
Title System: TORRENS	DI 1231931
Purpose: SUBDIVISION	
PLAN OF SUBDIVISION OF LOT 455 IN	LGA: Camden
DP1199062.	Locality: Cobbitty
	Parish: Cook
	County: Cumberland
Crown Lands NSW/Western Lands Office Approval	Survey Certificate
I,	I, Vincent J Kennedy of Youdale Strudwick & Co. Pty Ltd, Suite 4, 114
allocation of the land shown herein have been given.	Hampden Road, Artarmon NSW 2064.
Signature:	a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:
Date: File Number:	*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate
Office:	and the survey was completed on 2 August 2017.
	*(b) The part of the land shown in the plan (*being/*excluding ^
Subdivision Certificate	was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on,the part not surveyed was compiled in accordance with that Regulation.
*Authorised Person/*General Manager/*Accredited Cortifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.	*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.
Signature:	Signature: Dated: 5/9/(8
Accreditation number:	Surveyor ID:8366
Consent Authority: Camden Council	Datum Line: A-B
Date of endorsement: 28 02 2019	Type: *Urban/ <del>*Rural</del>
Subdivision Certificate number: 14 - 2016 - 134-6 - 2	The terrain is*Level-Undulating / <del>*Steep-Mountainous.</del>
File number: 0/12016 1346	*Strike through if inapplicable.  ^Specify the land actually surveyed or specify any land shown in the plan that
*Strike through if inapplicable.	is not the subject of the survey.
Statements of intention to dedicate public roads, public reserves and	Plans used in the preparation of survey/compilation.
drainage reserves.	DP1218208, DP1199062, DP1193911, DP1209178, DP1162239, DP1168651
Signatures Soals and Section 99B Statements should annex	If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference:1411-Stage 6B

WARNING: Creasing or folding will lead to rejection

ePlan

## **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 4 sheet(s)

Registered:

Office Use Only

DP1231937

Office Use Only

PLAN OF SUBDIVISION OF LOT 455 IN DP1199062.

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

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

Subdivision Certificate number: 14.2016.1346.1

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

1. EASEMENT TO DRAIN WATER VARIABLE WIDTH (A)

01/04/2019

- 2. RESTRICTION ON THE USE OF LAND
- 3. POSITIVE COVENANT
- 4. RESTRICTION ON THE USE OF LAND
- 5. RESTRICTION ON THE USE OF LAND
- 6. RESTRICTION ON THE USE OF LAND (B)
- 7. POSITIVE COVENANT (B)

Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No. 223 who declares that hehas no notice of revocation of same in the presence of:

Signature of Witness

Signature of Attorney

PAUL TARASENKO

Name of Witness

FORGE DINHKOS

Name of Attorney

LEVEL 3 11-13 BROOKHOLLOWAVE, BAULKHAM HILLS WSW 2153

Address of Witness

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 6B

WARNING: Creasing or folding will lead to rejection

ePlan

DEL GOLLEG I EAM ADMINIO INA LIGIT GILL	ITED PLAN ADMINISTRATION SHEE'	NA	PL	<b>EPOSITED</b>	DEP
---	--------------------------------	----	----	-----------------	-----

Sheet 3 of 4 sheet(s)

Registered:



Office Use Only

Office Use Only

DI AN OF SURDIVISION OF LOT 455 IN

01/04/2019

DP1231937

PLAN OF SUBDIVISION OF LOT 455 IN DP1199062.

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

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

CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised Attorney under power of Attorney Book 4659 No.765

Aaron Lind Director

of Commonwealth Bank of Australia

Subdivision Certificate number: 14.1016.1346.2

Date of Endorsement: 19 02 2019

Signature of Attor

5/3/2019

Name of Attorney

Signature of Attorney

Date

Signature of Witness Naik

Senior Associate of Commonwealth Bank of Australia

Name of Witness

Level 21, 727 Collins Street Melbourne VIC 3008

Address of Witness

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 6B

Registered:

WARNING: Creasing or folding will lead to rejection

ePlan

## **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 4 of 4 sheet(s)

Office Use Only 01/04/2019

Office Use Only

PLAN OF SUBDIVISION OF LOT 455 IN DP1199062.

Subdivision Certificate number: 14.2016.1346.2

Date of Endorsement: 28 02 2019

DP1231937

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

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

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

Lot No.	House No.	Street Name	Street type	Suburb
661	39	Olive Hill	Drive	Cobbitty
662	37	Olive Hill	Drive	Cobbitty
663	35	Olive Hill	Drive	Cobbitty
664	33	Olive Hill	Drive	Cobbitty
665	31	Olive Hill	Drive	Cobbitty
666	29	Olive Hill	Drive	Cobbitty

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 6B

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

(Sheet 1 of 6)

Plan:

DP1231937

Subdivision of Lot 455 in DP1199062 covered by Council Subdivision Certificate No. 14.2016.1346.2

Full name and address of the owner of the land:

AVJennings Properties Limited. Level 3, 11-13 Brookhollow Avenue Baulkham Hills NSW 2153 ABN 50 004 601 503

#### PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water variable width (A)	661 662 663 664 665 666	501/1231858. 661, 501/1231858 662, 661, 501/1231858. 663, 662, 661, 501/1231858 664, 663, 662, 661, 501/1231858. 665, 664, 663, 662, 661, 501/1231858
2	Restriction on the use of land	Each and every lot.	Camden Council
3	Positive Covenant	Each and every lot.	Camden Council
4	Restriction on the use of land	Each and every lot.	Each and every other lot.
5	Restriction on the use of land	Each and every lot.	Each and every other lot.
6	Restriction on the use of land (B)	666	Camden Council
7	Positive Covenant (B)	666	Camden Council

(Sheet 2 of 6)

Plan:

DP1231937

Subdivision of Lot 455 in DP1199062 covered by Council Subdivision Certificate No. 14 . 2016 . 1346 . 2

#### PART 2

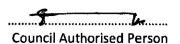
Terms of the Restriction on the Use of Land secondly referred to in the abovementioned plan.

No dwelling shall be constructed on the land hereby burdened unless;

- 1. Construction requirements and internal noise levels are consistent with the following Table A "Summary of architectural treatments required depending on orientation" and Table B "Treatment Type and Associated Requirements" as referred to within the Letter: "Re Addendum Stage 6B Olive Hill Drive Traffic Noise Assessment, Prepared by PKA Acoustic Consulting, reference 211049, Dated 17 March 2017."
- 2. The internal noise levels contained within the current Oran Park DCP is achieved .
- 3. Alternative ventilation is provided for habitable rooms. The requirements of the Building Code of Australia (BCA) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that that BCA and AS1668 are achieved may be required. Compliance with the above ventilation requirement is to be demonstrated for each dwelling application on the affected lots.

Table A: Summary of architectural treatments required depending on orientation.

LOT	Ground Floor Façades		Up	per Floor F	acades	
	North	East	South	North	East	South
661	Α	D	Α	С	D	С
662	Α	D	Α	С	D	С
663	Α	D	Α	С	D	С
664	Α	D	Α	C	D	С
665	Α	D	Α	С	D	С
666	Α	D	Α	C	D	С



(Sheet 3 of 6)

Plan:

DP1231937

Subdivision of Lot 455 in DP1199062 covered by Council Subdivision Certificate No. 14.2016.1346.2

Table B: Treatment type and associated requirements

Treatment type	Glazing requirement	Alternate ventilation requirement	External door requirement
A	Standard Glazing.	Bedrooms only.	Standard external solid core doors.
В	Standard Glazing.	Bedrooms & Living areas.	Standard external solid core doors.
C	Bedroom: Rw30, min 6.38mm laminated. Living areas: Standard glazing.	Bedrooms & Living areas.	Bedroom: Rw 30 door system. Living: Standard external solid core doors.
D	Bedroom: Rw35, min 10.38mm laminated. Living areas: Rw30, min 6.38mm laminated.	Bedrooms & Living areas.	Bedroom: Rw32 door system. Living: Rw30 door system.

### Terms of the Positive Covenant thirdly referred to in the abovementioned plan.

All proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land burdened must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan "Report on Salinity Investigation and Management Plan: Lot 2006 The Northern Road Cobbitty" prepared by Douglas Partners, project 34281.00, dated April 2014.

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

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by AVJennings Properties Limited without the consent of AVJennings Properties Limited but consent will not be withheld if such fencing is erected without expense to AVJennings Properties Limited.



(Sheet 4 of 6)

Plan:

DP1231937

Subdivision of Lot 455 in DP1199062 covered by Council Subdivision Certificate No. しいっている いっちょうしゃ

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

No building shall be constructed upon or permitted to remain upon the burdened lot unless it complies with the restrictions detailed below:

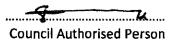
Lot No.	Minimum setback from the Southern boundary	Minimum setback from the Northern boundary	Minimum setback from the Eastern boundary (Olive Hill Drive)	Minimum setback from Wainwright Drive
661	2.5 metres		6 metres	4.5 metres
662	2.5 metres	1.5 metres	6 metres	
663	2.5 metres	1.5 metres	6 metres	
664	2.5 metres	1.5 metres	6 metres	
665	2.5 metres	1.5 metres	6 metres	
666	4.5 metres	1.5 metres	6 metres	

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

- 1. The registered proprietor of the lot hereby burdened must not, or allow any person to, alter, remove or destroy any part of the retaining wall including any soil, planting or fencing associated with the retaining wall within the area designated (B) in the abovementioned plan without the prior written approval of Camden Council.
- 2. No buildings or structures shall be permitted to be constructed within, on or over the area designated (B) in the abovementioned plan.

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

The registered proprietor or their assigns shall covenant with Camden Council at all times to maintain the retaining wall and any associated fencing in good order within, on or over the area designated (B) in the abovementioned plan.



(Sheet 5 of 6)

Plan:

DP1231937

Subdivision of Lot 455 in DP1199062 covered by Council Subdivision Certificate No. 14. 2016.1346.2

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

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

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

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

Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No.223 who declares that he has no notice of revocation of same in the presence of;

Signature of Witness

Signature of Attorney

PAUL TARASENKO Name of Witness

Name of Attorney

LEVELS.

11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153

Address of Witness

(Sheet 6 of 6)

Plan:

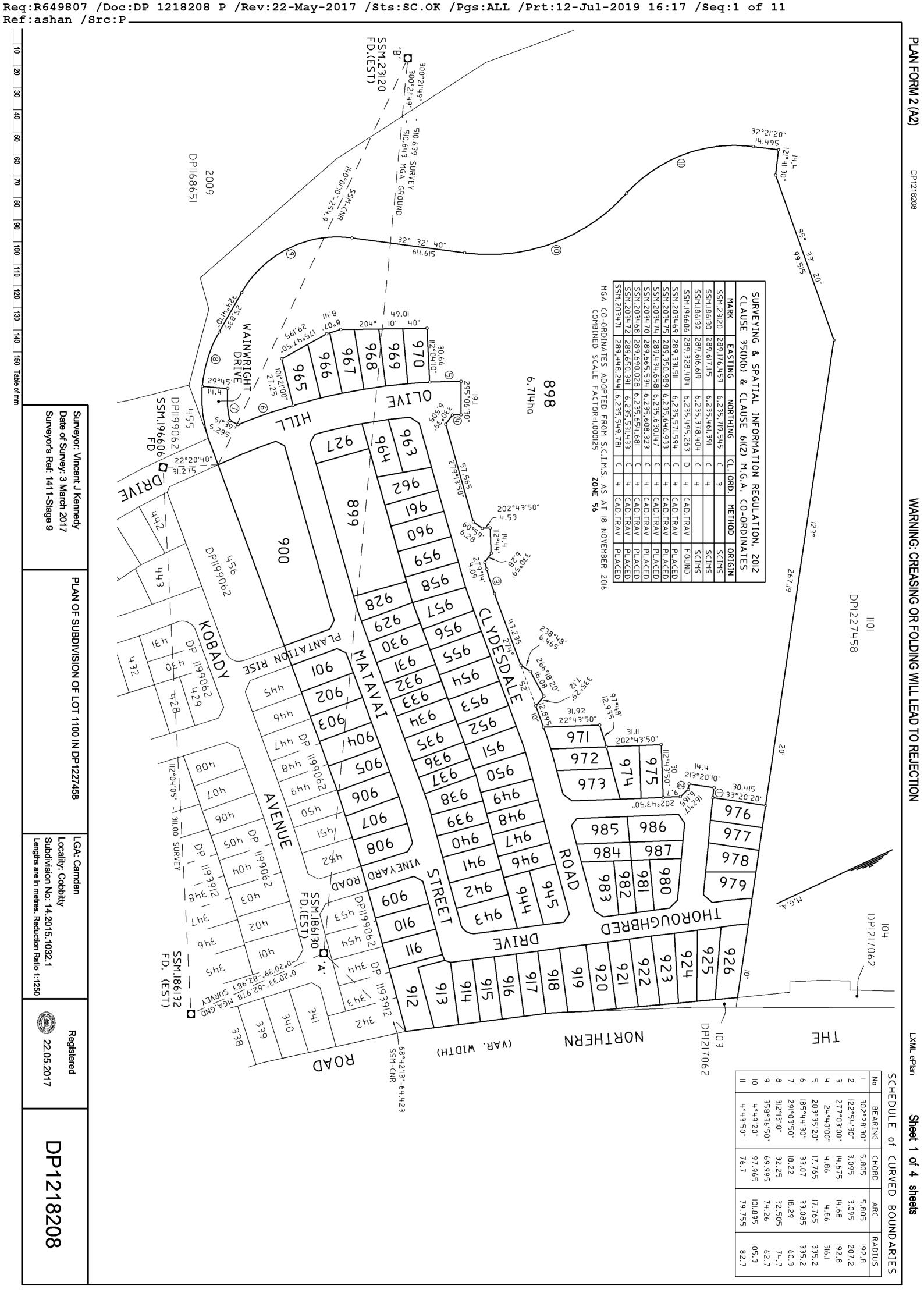
**Address of Witness** 

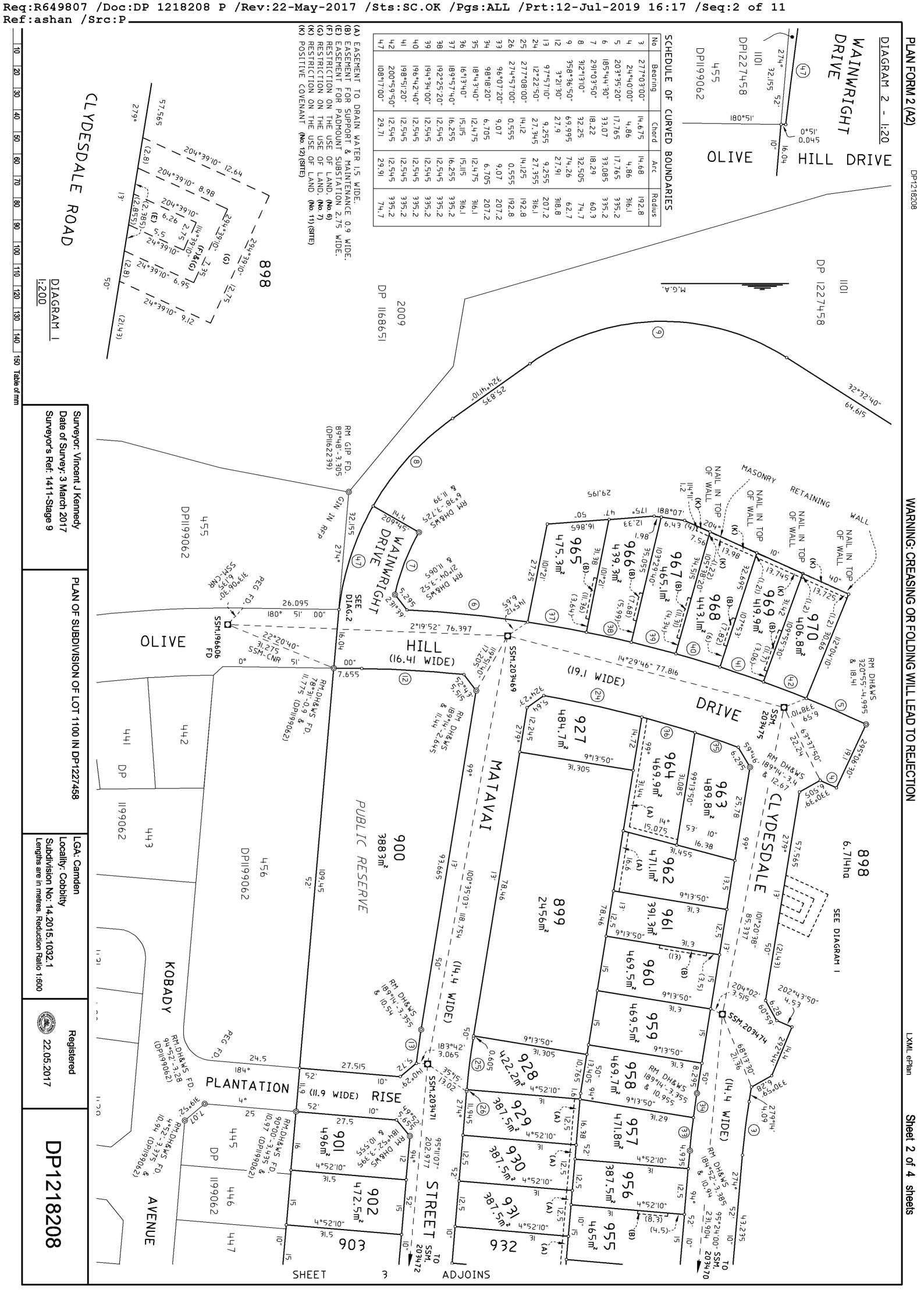
DP1231937

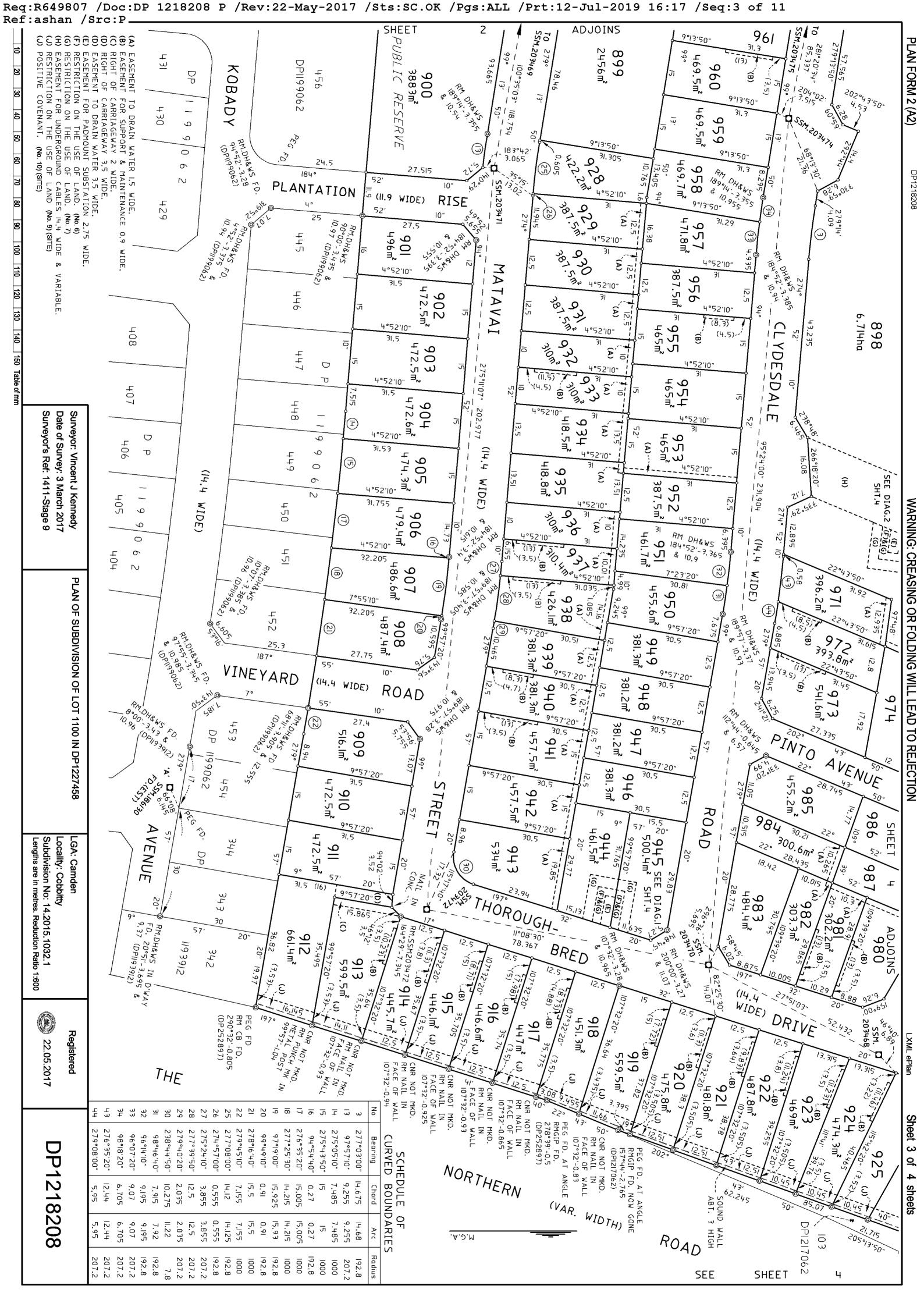
Subdivision of Lot 455 in DP1199062 covered by Council Subdivision Certificate No. 14.2016.1346.2

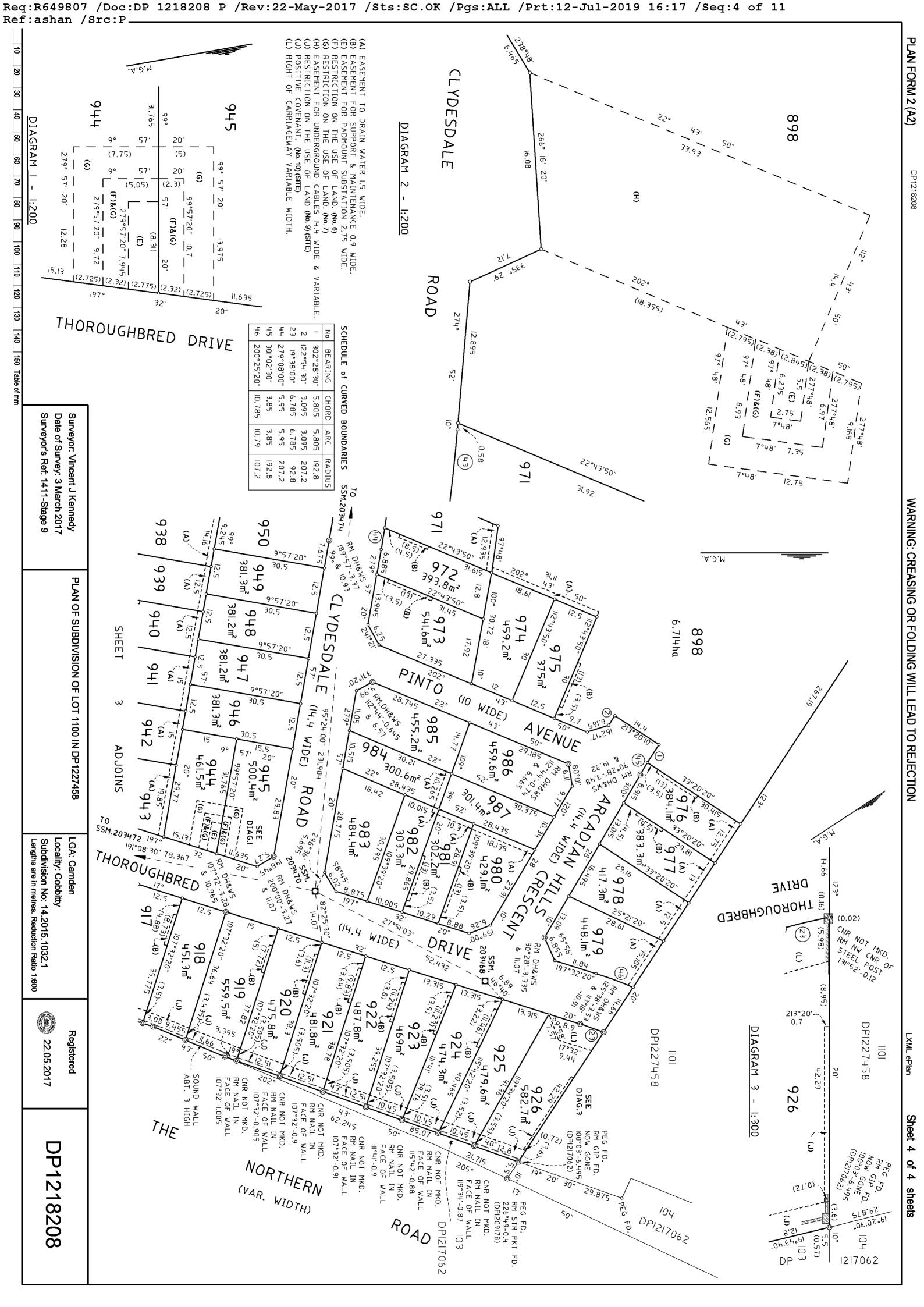
CBA Corporate services (NSW) Pty lin	mited ACN 072 765 434 by its	s duly authorised
Attorney under power of Attorney B	ook 4659 No. 765	
Aaron Lind Director of Commonwealth Bank of Australia		5/3/2019
Name of Attorney	Signature of Attorney	Date
James L		
Signature of Witness		
Nisha Naik Senior Associate of Commonwealth Bank of		

Execution by Camden Council:	
Signature:	
Signed by: Sugue wolfawed	
Authorised officer as a delegate of Camden Council pursuant to \$3.78	
nation of reportion of SUCD CENCEMOUS	1
Authority of Officer. Engineering Certifica	1
Witness Signature:	
Name of Witness: Michael Gravio	1
Address of Witness: 70 Central Avenue	
Oran Park NSW	1
Control of the Contro	









PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection ePlan **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 7 sheet(s) Office Use Only Office Use Only Registered: 22.05.2017 DP1218208 Title System: **TORRENS** Purpose: SUBDIVISION PLAN OF SUBDIVISION OF LOT 1100 IN LGA: Camden DP1227458. Locality: Cobbitty Parish: Cook County: Cumberland Crown Lands NSW/Western Lands Office Approval Survey Certificate I, ...... (Authorised Officer) in I, Vincent J Kennedy of Youdale Strudwick & Co. Pty Ltd, Suite 4, 114 approving this plan certify that all necessary approvals in regard to the Hampden Road, Artarmon NSW 2064. allocation of the land shown herein have been given. a surveyor registered under the Surveying and Spatial Information Act Signature: 2002, certify that Date: \*(a) The land shown in the plan was surveyed in accordance with the File Number: Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 3 March 2017. Office: .... \*(b) The part of the land shown in the plan (\*being/\*excluding ^...... was surveyed in accordance with the Surveying and Spatial , Subdivision Certificate Information Regulation 2012, is accurate and the survey was Daniel Streater completed on,.....the part not surveyed was compiled in accordance with that Regulation. \*Authorised Person/\*General Manager/\*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and \*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new roed or reserve set out herein. Signature: 87000 Signature; ...\(\mu\). Accreditation number: Surveyor ID:8366 Consent Authority: Camden Council Datum Line: A-B Date of endorsement 26/04/2017 Type: \*Urban/\*Rurai Subdivision Certificate number: 14.2015-1032-1 The terrain is\*Level-Undulating / \*Steep-Mountainous. File number: DA 2-015 ( 1032 \*Strike through If inapplicable. \*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. \*Strike through if inapplicable. Statements of intention to dedicate public roads, public reserves and Plans used in the preparation of survey/compilation. drainage reserves. DP1227458, DP1217062, DP1193912, IT IS INTENDED TO DEDICATE LOT 900 TO THE PUBLIC AS DP1199062, DP1168651, DP1162239, PUBLIC RESERVE. DP252897, DP1209178. IT IS INTENDED TO DEDICATE MATAVAI STREET, THOROUGHBRED DRIVE, CLYDESDALE ROAD, PINTO AVENUE, ARCADIAN HILLS CRESCENT, WAINWRIGHT DRIVE AND THE EXTENSIONS OF OLIVE HILL DRIVE. PLANTATION RISE AND VINEYARD ROAD TO THE PUBLIC AS PUBLIC ROAD. If space is insufficient continue on PLAN FORM 6A Signatures, Seals and Section 88B Statements should appear on Surveyor's Reference: 1411-Stage 9

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

Office Use Only

Registered:

22.05.2017

DP1218208

PLAN OF SUBDIVISION OF LOT 1100 IN

DP1227458.

Subdivision Certificate number: 14:2015.1932.1.

Date of Endorsement: 26/04/2017

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

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

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

Office Use Only

- 1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
- 2. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (B)
- 3. RIGHT OF CARRIAGEWAY 2 WIDE (C)
- 4. RIGHT OF CARRIAGEWAY 3.5 WIDE (D)
- 5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E)
- 6. RESTRICTION ON THE USE OF LAND (F)
- 7. RESTRICTION ON THE USE OF LAND (G)
- 8. EASEMENT FOR UNDERGROUND CABLES 14.4 WIDE AND VARIABLE (H)
- 9. RESTRICTION ON THE USE OF LAND (J)
- 10. POSITIVE COVENANT (J)
- 11. RESTRICTION ON THE USE OF LAND (K)
- 12. POSITIVE COVENANT (K)
- 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. RESTRICTION ON THE USE OF LAND
- 18. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (L)
- 19. EASEMENT TO DRAIN WATER 3.5 WIDE (D)

IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH CREATED BY DP1199062

Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No. 223 who declares that hehas no notice of revocation of same in the presence of;

Signature of Witness

Signature of Attorney

PAUL TARASENKO

Name of Witness

TO DIVIAKOS.

Name of Attorney

LEVEL3 11-13 BROOKHOLLOW AVE, BAYLKHAM HILLS NEW 2153 Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1411-Stage 9

PLAN FORM 6A (2012) WARNING: Creasing or folding	ng will lead to rejection	ePlan
DEPOSITED PLAN AL	MINISTRATION SHEE	Sheet 3 of 7 sheet(s)
Office Use Only Registered: 22.05.2017  PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458.	DP1	Office Use Only 218208
Subdivision Certificate number: 14.2015.1032.1  Date of Endorsement: 2610412013	<ul> <li>A schedule of lots and add</li> <li>Statements of intention to d</li> <li>accordance with section 88</li> <li>Signatures and seals- see</li> </ul>	195D Conveyancing Act 1919 not fit in the appropriate panel of sheet
CBA Corporate services (NSW) Pty limited ACN under power of Attorney Book 4659 No.765  Aaron Lind Director of Commonwealth Bank of Australia  Name of Attorney  Signature of Witness		
Name of Witness  Level 21, 727 Collins Street Melbourne VIC 3008  Address of Witness	••••••••••	
If space is insufficient use a	dditional annexure sheet	D8hees
Surveyor's Reference:1411-Stage 9		Council Authorised Person

WARNING: Creasing or folding will lead to rejection

Office Use Only

ePlan

## **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 4 of 7 sheet(s)

Office Use Only

Registered:



22.05.2017

# DP1218208

**PLAN OF SUBDIVISION OF LOT 1100 IN** DP1227458.

Subdivision Certificate number: 14.2015.1032-1

Date of Endorsement 26 / 04 | 2017

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

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

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

Lot No.	House No.	Street Name	Street type	Suburb
898	41	Olive Hill	Drive	Cobbitty
899	4-22	Matavai	Street	Cobbitty
900	64	Olive Hill	Drive	Cobbitty
901	3	Matavai	Street	Cobbitty
902	5	Matavai	Street	Cobbitty
903	7	Matavai	Street	Cobbitty
904	9	Matavai	Street	Cobbitty
905	11	Matavai	Street	Cobbitty
906	13	Matavai	Street	Cobbitty
907	15	Matavai	Street	Cobbitty
908	17	Matavai	Street	Cobbitty
909	19	Matavai	Street	Cobbitty
910	21	Matavai	Street	Cobbitty
911	23	Matavai	Street	Cobbitty
912	25	Matavai	Street	Cobbitty
913	27	Matavai	Street	Cobbitty
914	2	Thoroughbred	Drive	Cobbitty
915	4	Thoroughbred	Drive	Cobbitty
916	6	Thoroughbred	Drive	Cobbitty
917	8	Thoroughbred	Drive	Cobbitty
918	10	Thoroughbred	Drive	Cobbitty
919	12	Thoroughbred	Drive	Cobbitty
920	14	Thoroughbred	Drive	Cobbitty
921	16	Thoroughbred	Drive	Cobbitty
922	18	Thoroughbred	Drive	Cobbitty
923	20	Thoroughbred	Drive	Cobbitty
924	22	Thoroughbred	Drive	Cobbitty
925	24	Thoroughbred	Drive	Cobbitty

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1411-Stage 9

WARNING: Creasing or folding will lead to rejection

Office Use Only

ePlan

## **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 5 of 7 sheet(s)

Registered:

22.05.2017

Subdivision Certificate number: 14:2-15.1532-1

Date of Endorsement: 26 /04 | 2017

Office Use Only

## DP1218208

PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458.

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

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

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

Lot No.	House No.	Street Name	Street type	Suburb
926	26	Thoroughbred	Drive	Cobbitty
927	2	Matavai	Street	Cobbitty
928	24	Matavai	Street	Cobbitty
929	26	Matavai	Street	Cobbitty
930	28	Matavai	Street	Cobbitty
931	30	Matavai	Street	Cobbitty
932	32	Matavai	Street	Cobbitty
933	34	Matavai	Street	Cobbitty
934	36	Matavai	Street	Cobbitty
935	38	Matavai	Street	Cobbitty
936	40	Matavai	Street	Cobbitty
937	42	Matavai	Street	Cobbitty
938	44	Matavai	Street	Cobbitty
939	46	Matavai	Street	Cobbitty
940	48	Matavai	Street	Cobbitty
941	50	Matavai	Street	Cobbitty
942	52	Matavai	Street	Cobbitty
943	54	Matavai	Street	Cobbitty
944	3	Thoroughbred	Drive	Cobbitty
945	5	Thoroughbred	Drive	Cobbitty
946	35	Clydesdale	Road	Cobbitty
947	33	Clydesdale	Road	Cobbitty
948	31	Clydesdale	Road	Cobbitty
949	29	Clydesdale	Road	Cobbitty
950	27	Clydesdale	Road	Cobbitty
951	25	Clydesdale	Road	Cobbitty
952	23	Clydesdale	Road	Cobbitty
953	21	Clydesdale	Road	Cobbitty

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 9

WARNING: Creasing or folding will lead to rejection

Office Use Only

ePlan

## **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 6 of 7 sheet(s)

Office Use Only

Registered:

I:

22.05.2017

DP1218208

PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458.

Subdivision Certificate number: .14.-2015 - 1032-1

Date of Endorsement: 26/04/2017

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

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

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

Lot No.	House No.	Street Name	Street type	Suburb
954	19	Clydesdale	Road	Cobbitty
955	17	Clydesdale	Road	Cobbitty
956	15	Clydesdale	Road	Cobbitty
957	13	Clydesdale	Road	Cobbitty
958	11	Ciydesdale	Road	Cobbitty
959	9	Clydesdale	Road	Cobbitty
960	7	Clydesdale	Road	Cobbitty
961	5	Clydesdale	Road	Cobbitty
962	3	Clydesdale	Road	Cobbitty
963	70	Olive Hill	Drive	Cobbitty
964	68	Olive Hill	Drive	Cobbitty
965	43	Olive Hill	Drive	Cobbitty
966	45	Olive Hill	Drive	Cobbitty
967	47	Olive Hill	Drive	Cobbitty
968	49	Olive Hill	Drive	Cobbitty
969	51	Olive Hill	Drive	Cobbitty
970	53	Olive Hill	Drive	Cobbitty
971	18	Clydesdale	Road	Cobbitty
972	20	Clydesdale	Road	Cobbitty
973	22	Clydesdale	Road	Cobbitty
974	3	Pinto	Avenue	Cobbitty
975	5	Pinto	Avenue	Cobbitty
976	43	Arcadian Hills	Crescent	Cobbitty
977	45	Arcadian Hills	Crescent	Cobbitty
978	47	Arcadian Hills	Crescent	Cobbitty
979	49	Arcadian Hills	Crescent	Cobbitty
980	13	Thoroughbred	Drive	Cobbitty
981	11	Thoroughbred	Drive	Cobbitty

If space is insufficient use additional annexure sheet

Surveyor's Reference:1411-Stage 9

Council Authorised Person

D8hos

WARNING: Creasing or folding will lead to rejection

ePlan

## **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 7 of 7 sheet(s)

Registered:



22.05.2017

Office Use Only

Office Use Only

# DP1218208

PLAN OF SUBDIVISION OF LOT 1100 IN DP1227458.

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

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

Subdivision Certificate number: 14 · 2015 · 103 2 · 1

Date of Endorsement: 26 | 64 | 12017

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

Lot No.	House No.	Street Name	Street type	Suburb
982	9	Thoroughbred	Drive	Cobbitty
983	7	Thoroughbred	Drive	Cobbitty
984	26	Clydesdale	Road	Cobbitty
985	24	Clydesdale	Road	Cobbitty
986	22	Arcadian Hills	Crescent	Cobbitty
987	24	Arcadian Hills	Crescent	Cobbitty

If space is insufficient use additional annexure sheet

...

Council Authorised Person

Surveyor's Reference:1411-Stage 9

Req:R649811 /Doc:DL AN895099 /Rev:21-Dec-2018 /Sts:NO.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:1 of 2 Ref:ashan /Src:P

Form: 20ECE

Release: 3·1

CANCELLATION OR EXTINGUISHMENT OF EASE



New South Wales Section 47(6A) Real Property Act 19uu Section 89(8) Conveyancing Act 1919

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

(A)	TORRENS TITLE	Servient Tenement  Dominant Tenement  910/1218208, 921/1218208, 966/1  501/1231858  968/1218208, 969/1218208, 970/1  988/1231270, 989/1231270, 992/1  993/1231270			18208,
(B)	EASEMENT CANCELLED/ EXTINGUISHED	Number of I	Easement DP1209178	iable Width	
(C)	LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Control YOUDALE STRUDWICK & COMPOSite 4 , 114 Hampden Road, Arts  Reference: 1411/STG 9	PANY PTY LIMITED	EC
(D) APPLICANT  AVJennings Properties Limited (ABN 50 004 601 503)					

(E) CANCELLATION Section 47(6A) Real Property Act 1900

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the Torrens Title specified above, and annexes hereto (marked 'A') the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated (an office copy of which is annexed marked) extinguishing the easement referred to above.

DATE 15th NOVEMBER 2018

(F) I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence. [See note\* below].

Signature of witness:

Name of witness: PAUL TARASENKO

Address of witness: LEVEL 3.

11-13 BROOKHOLLOW AVE BAULKHAM HILLS NSW 2153 Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of atterney:

Attorney's name: GEORGE DINIAKOS

Signing on behalf of: AVJENNING-S PROPERTIES
Power of attorney-Book: 4689

LIMITED

-No.: 223

FOR AND ON BEHALF OF AVJENNINGS
PROPERTIES LIMITED BY ITS ATTORNEY
GEORGE DINIAKOS PURSUANT TO POWER OF
ATTORNEY BOOK 4689 NO. 223 AND DECLARE
THAT WE HAVE NO NOTICE OF REVOCATION

Annexure: A to CANCELLATION OR EXTINGUISH	IMENT OF EASEMENT
Parties: Camden Council, AVJennings Properties Limited (ABN 50 004 601 CBA Corporate services (NSW) Pty limited ACN 072 765 434	503) and
Dated: 15/11/2018	
Camden Council by its authorised delegate Government Act 1993	pursuant to Section 377 of the Local
(Signature of delegate)	Sugule MOHAMED  (Name of delegate)  Almanager Development certification
I certify that I am an eligible witness an	d that the delegate signed in my presence
(Signature of Witness)	Thang Ma (Name of Witness)
70 Central Avenue	
Oran Park NSW 2870 (Address of Witness)	
CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its No.765  Aaron Lind	
Director	26 November 2013
of Commonwealth Bank of Australia  Name of Attorney Signature of Attorney Date	
The Marile	
Signature of Witness	
NIKHIL SHAH .	
Name of Witness Level 21, 727 Collins Street	
Melbourne VIC 3008 Address of Witness	

Req:R649812 /Doc:DL AN895100 /Rev:21-Dec-2018 /Sts:NO.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:1 of 2 Ref:ashan /Src:P

Form: 20ECE Release: 3·1

# CANCELLATION OR EXTINGUISHMENT OF EASEN



New South Wales Section 47(6A) Real Property Act 1900 Section 89(8) Conveyancing Act 1919

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

	-		• •		• •		
(A)	TORRENS TITLE	Servient Ter	nement	***	Dominant Tenement	148208	
			910/1218208, 921/1218208, 966. 501/1231858 968/1218208, 969/1218208, 970 988/1231270, 989/1231270, 992 993/1231270			18208,	
(B)	EASEMENT	Number of 1	Jacamont		Nature of Easement		
(-,	CANCELLED/						
	EXTINGUISHED	2 IN	DP1209178		Easement for Services Variable Wid	nn	
(C)	LODGED BY	Danumant	N1 A 44	1 Out A X11 16	0005		
(0)	Col Box	Document	Name, Add	ress or DX, Telephone, and	Customer Account Number if any	CODE	
		Box	Collection	YOUDA	ALE STRUDWICK & CO	MPANY PTY LIMITED	
			Suite 4	, 114 Hampden Road, /	Artarmon NSW 2064	ll '	
		IW		•	(02) 9419 8222		
			Reference:	1411/STG 9			
(D)	APPLICANT					<u>- 1 </u>	
		AVJ€	ennings Pr	operties Limited (AE	3N 50 004 601 503)		
			***	·-····			

(E) CANCELLATION Section 47(6A) Real Property Act 1900

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the Torrens Title specified above, and annexes hereto (marked 'A') the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated (an office copy of which is annexed marked) extinguishing the casement referred to above.

DATE 15th NOVEMBER 2018

(F) I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence. [See note\* below].

Signature of witness:

Name of witness: PAUL TARASENKO

Address of witness: LEVEL3,

11-13 BROOKHOLLOW AVE BANLKHAM HILLS NSW 2153

Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney

Altorney's name: GEORGE DINIAKOS
Signing on behalf of: ANJENNINGS PROPERTIES
Power of attorney-Book: 4689
LIMITED

-No.: 223

POR AND ON BEHALF OF AVJENNINGS
PROPERTIES LIMITED BY ITS ATTORNEY
GEORGE DINIAKOS PURSUANT TO POWER OF
ATTORNEY BOOK 4689 NO. 223 AND DECLARE
THAT WE HAVE NO NOTICE OF REVOCATION

Req:R649812 /Doc:DL AN895100 /Rev:21-Dec-2018 /Sts:NO.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:2 of 2

Ref:ashan /Src:P

NIKHIL SHAH.

Level 21, 727 Collins Street

Melbourne VIC 3008

Name of Witness

Address of Witness

Form: 20ECE Release: 3·1

#### **CANCELLATION OR EXTINGUISHMENT OF EASE!**



**New South Wales** Section 47(6A) Real Property Act 15. Section 89(8) Conveyancing Act 1919 AN895101V

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

(A)	TORRENS TITLE	Servient Ter	nement	Dominant Tenement		
			501/1231858	910/1218208, 921/1218208, 966/1218208, 968/1218208, 969/1218208, 970/1218208, 988/1231270, 989/1231270, 993/1231270		
(B)	EASEMENT CANCELLED/ EXTINGUISHED		Nature of Easement 3 IN DP1209178  Nature of Easement Easement for Drainage of Sewage Variation			
(C)	LODGEDBY	Document	Name, Address or DX, Telephone, and Customer Account Number if any YOUDALE STRUDWICK & COMPANY PTY LIMITED Suite 4, 114 Hampden Road, Artarmon NSW 2064 (02) 94-19 8222			
		Collection Box				
			Reference: 1411/STG 9			
(D)	APPLICANT	AVJe	ennings Properties Limited (ABN	N 50 004 601 503)		

(E) CANCELLATION Section 47(6A) Real Property Act 1900

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the Torrens Title specified above, and annexes hereto (marked ) the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated (an office copy of which is annexed marked extinguishing the easement referred to above.

DATE 15th NOVEMBER 2018

(F) I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence. [See note\* below].

Signature of witness:

Name of witness:

Address of witness: LEVEL 3,

11-13 BROOKHOLLOWAVE BAULKHAM HILLS USW SIZZ

Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorney who signed this dealing pursuant to the power of attorney specified

Signature of attorney: \

GEORGE DINIAKOS Attorney's name:

Signing on behalf of: AVJENNINGS PROPERTIES LMITED

Power of attorney-Book: 4689

553 -No.:

FOR AND ON BEHALF OF AVJENNINGS **PROPERTIES LIMITED BY ITS ATTORNEY GEORGE DINIAKOS PURSUANT TO POWER OF** ATTORNEY BOOK 4689 NO. 223 AND DECLARE THAT WE HAVE NO NOTICE OF REVOCATION

.:

Annexure: A to CANCELLATION OR EXTINGUISH	IMENT OF EASEMENT
Parties: Camden Council, AVJennings Properties Limited (ABN 50 004 601 CBA Corporate services (NSW) Pty limited ACN 072 765 434	503) and
Dated: 15 (11) 2018	MATTER STEEL 1 TO CAN AREA TO LAKE 1
Camden Council by its authorised delegate Government Act 1993	pursuant to Section 377 of the Local
(Signature of delegate)	SUGULE MOHAMED  (Name of delegate)  A/Manager Development Certification
I certify that I am an eligible witness an	d that the delegate signed in my presence
(Signature of Witness)	(Name of Witness)
70 Central Avenue	
Oran Park NSW 2570 (Address of Witness)	
CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its No.765  Aaron Lind Director	duly authorised Attomey under power of Attomey Book 4659  26 November 2013
of Commonwealth Bank of Australia	
Name of Attorney Signature of Attorney Date	
Signature of Witness	
WIKHIL SHAH.	
Name of Witness  Level 21, 727 Collins Street	
Melbourne VIC 3008 Address of Witness	

Form: 13PC Release: 3·1

## **POSITIVE COVENANT**

**New South Wales** 





PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Reg by this form for the establishment and maintenance of the Real Property Act

AK951831V

	the Register is ma	de available to	e available to any person for search upon payment of a fee, if any.					
(A)	TORRENS TITLE	Part of :	of 101/1217062					
(15)	LODGED DV							
(B)	LODGED BY	Document	Name, Addr	ess or DX. Telepho	ne, and Customer Acco	ount Number if any	CODE	
		Collection Box	Youdale	Strudwick & C	Company Pty. Lim	nited		
		l., 1	POB	D 1844 KO	HATSWOOD:	2057		
		100	Reference:	1411	941	9 8222	HPC	
(C)	REGISTERED PROPRIETOR	Of the above			(			
(D)	. ,					024 395) (in liq	pidation)/	
(D)	LESSEE Mortgagee			*	is positive covenant	· · · · · · · · · · · · · · · · · · ·		
	01		i		Name			
	CHARGEE	NOT APPLI	CABL N.A.		N.A.			
(E)	PRESCRIBED AUTHORITY	Within the m		ction 88E(1) of the	Conveyancing Act 191	.9		
(F)	The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900							
	DATE			-				
(C)	Execution by the prescribed authority  I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I at otherwise satisfied signed this application in my presence.						hose identity I am	
	Signature of with	ess:		_	Signature of authoris	sed officer:	rew .	
	Name of witness:	300	urė ~	OHAMED	Name of authorised	officer: Daniel	Streater	
	Address of witnes	ss: 70 C	ential A	ve Oran Pork 2570	Position of authorise	ed officer: Manager	Certification	
(C)	Execution by the registered proprietor							
	Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified. Company: McIntosh Bros. Pty. Limited in Liquidation Authority:							
		ITNESS					-	
	Signature of auth	orised-person:	P		Signature of aut	thorised person:	Maye	
(I·I)	Name of authoris  Office held: ADDRES  Consent of the	-	men H,	bat cuty Inton niu h	Name of author Office held:	rised person: David N Liquid	Monsfield Nator	
()	The N.A	unde	r N.A	No. N.A	·•	, agrees to be bound by th	is positive covenant.	
	I certify that the a signed this applic		esence.	who is pers	onally known to me or	r as to whose identity I am	otherwise satisfied	
	Signature of with	ess:			Signature of N.A.			
	Name of witness:							
	Address of witner	ss:	• •	<del>-</del> .				

<sup>\*</sup> s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 3

1303

Annexure: A to POSITIVE COVENANT

Parties:

McIntosh Bros. Pty. Limited

and Camden Council

Dated:

For the purposes of bushfire protection;

An Asset Protection Zone (APZ) shall be maintained within that part of the land designated "D" on Annexure B, as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

This APZ Covenant shall become null and void upon development of the area of the APZ for residential purposes.

Camden Council acknowledges that the existence of the APZ is not a basis for refusal to grant consent for residential development of the area of the APZ.

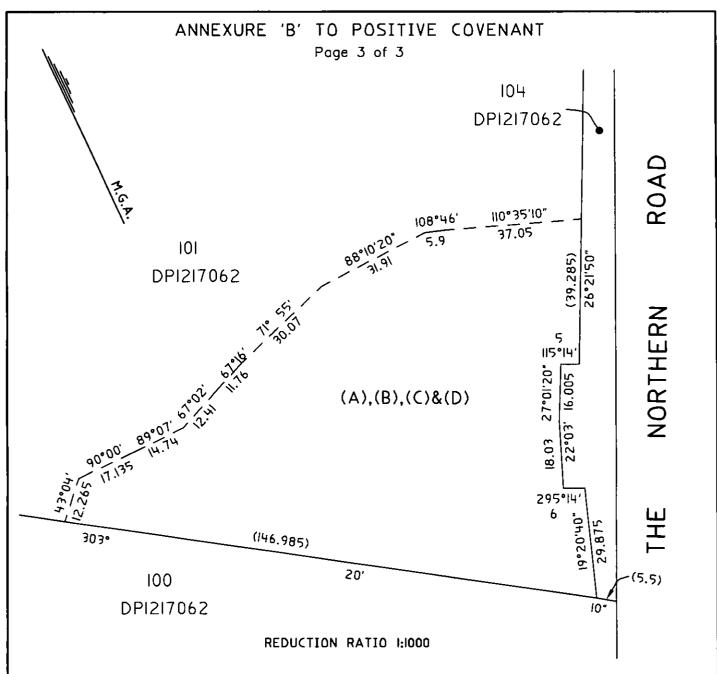
Name of authority empowered to release, vary or modify the instrument shall be Camden Council.

Execution by Camden Council:
Signature:
Signed by: Douce/ Streate
Authorised officer as a delegate of Camden Council pursuant to \$.378 of the Local Government Act 1993 and I hereby certify that I have no
Authority of Officer: Mange (extifica fra
_
Witness Signature:
Name of Witness: SUGULE MOHAMED
Address of Witness: 70 Central Ave
Oron Pak NSW 2570

COUNCIL

Page 2 of 3

LIQUIDATOR



- (A) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1209178)
- (B) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1209178)
- (C) EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (DP1209178)
- (D) POSITIVE COVENANT

REGISTERED\_PROPRIETOR-

LOCALITY: COBBITTY
L.G.A.: CAMDEN
SURVEYORS REF:7005/ST9
LPI REF:2016M7100(740)

Bree

COUNCIL

LIQUIDATO

YSCO GEOMATICS
LAND RESOURCE CONSULTANTS

SUITE 4, 114 HAMPOEN BOAD, ARTARMON, 2084 PH: (02) 04198222 FAX: (02) 04124802

YOURNLE STRUCKER & COMPANY PTY LTD ACUL 002 819 883

GEOMATIC ENGINEERING LAND & ENGINEERING SURVEYING PROJECT MANAGEMENT SOIL AND WATER MANAGEMENT ENVIRONMENTAL PLANNING Req:R649815 /Doc:DL AM349703 /Rev:05-May-2017 /Sts:NO.OK /Pgs:ALL /Prt:12-Jul-2019 16:17 /Seq:1 of 3 Ref:ashan /Src:P

13PC Form: Release: 3·1

## **POSITIVE COVENANT**

**New South Wales** 





PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Rec by this form for the establishment and maintenance of the Real Property Act register

AM349703P

	-	nde available to any person for search upon payment of a fee, if any.					
(A) TORRENS TITLE Part of 1101/1227458							
(B)	LODGED BY	Collection Box	udale Strudwich	elephone, and Customer A & Company Pty. I CHATSWOOD	Limited	PC	
(C)	REGISTERED PROPRIETOR	Of the above land  McIntosh Bros. Pty. Limited in Liquidation ACN 000 024 395					
(D)	LESSEE MORTGAGEE or CHARGEE	Of the above land	agreeing to be bound	l by this positive covenan			
(E)	PRESCRIBED AUTHORITY						
(F)	to have it record				the purposes of the Real Pro		
(G)	I certify that an	d signed this applicess:	of the prescribed at cation in my presence	Signature of authoris  Name of authoris  Park. Position of author	ly known to me or as to who orised officer: Smile! Straight fried officer: Manager	ate	
(G)	Certified correct and executed on authorised person pursuant to the authority:  Authority:  Signature of authorise	for the purposes of behalf of the comparison whose signatur uthority specified. IcIntosh Brosorised person:	the Real Property Ac any named below by the (s) appear(s) below Pty. Limited	in Liquidation AC  Signature of  Name of automates	EN 000 024 395  WITNESS authorised person:  WITNESS borised person:  MITNESS	ALBERT GRA	
(H)	Office held:  Consent of the The N.A  I certify that the a signed this applic	N.A under N.	who i	N.A.	, agrees to be bound by this e or as to whose identity I am o	positive covenant.	

<sup>\*</sup> s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. Page 1 of 3 ALL HANDWRITING MUST BE IN BLOCK CAPITALS 1303

Annexure: A to POSITIVE COVENANT

Parties:

McIntosh Bros. Pty. Limited in Liquidation ACN 000 024 395 and Camden Council

Dated:

For the purposes of bushfire protection;

An Asset Protection Zone (APZ) shall be maintained within that part of the land designated "F" on Annexure B, as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

This APZ Covenant shall become null and void upon development of the area of the APZ for residential purposes.

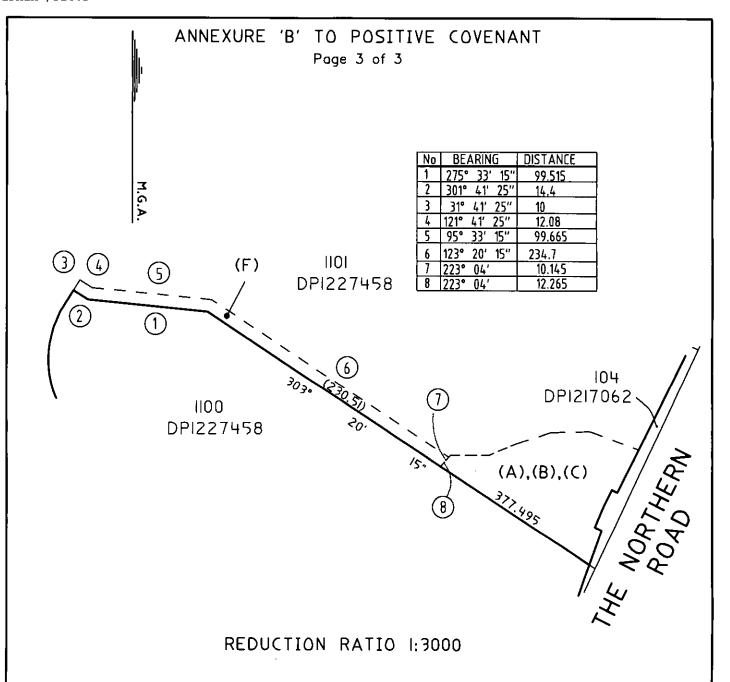
Camden Council acknowledges that the existence of the APZ is not a basis for refusal to grant consent for residential development of the area of the APZ.

Name of authority empowered to release, vary or modify the instrument shall be Camden Council.

LIQUIDATOR

Execution by Camden Council:
Signature:
Signed by: Conel Streafe
Authorised officer as a delegate of Camden Council pursuant to 8.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.
Authority of Officer Manage Cotaficate
Witness Signature:
Name of Witness: SUGULE MORAMED
Address of Witness: 70 Cantral Ave
Oran Park 2570

t temperatura in the second se



- (A) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1209178)
- (B) EASEMENT FOR SERVICES VARIABLE WIDTH (DP1209178)
- (C) EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (DP1209178)
- (F) POSITIVE COVENANT

REGISTERED PROPRIETOR

LOCALITY: COBBITTY L.G.A.: CAMDEN

SURVEYORS REF:7005/STI0



YSCO GEOMATICS

YOUGHE STREDWICK & COMPANY PTY LTD ACRE DOZ 818 865

GEOMATIC ENGINEERING LAND & ENGINEERING SURVEYING PROJECT MANAGEMENT SOIL AND WATER MANAGEMENT ENVIRONMENTAL PLANNING

Ref:ashan /Src:P

#### **System Document Identification**

CAVEAT

AN286023

**Land Registry Document Identification** 

Form Number:08X-e Template Number:X\_nsw09 ELN Document ID:6091726

#### New South Wales Section 74F Real Property Act 1900

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

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

LODGED BY:

Responsible Subscriber: SPARKE HELMORE LAWYERS ABN 78848387938

Address: MLC Centre

L29, 19 Martin PL Sydney 2000

Telephone:

PEXA Subscriber Number: 14960
Customer Account Number: 501746Y
Document Collection Box: 1W

Client Reference: LLW/CYA001-0002

#### LAND TITLE REFERENCE

501/1231858

#### **CAVEATOR**

COBBITTY 1 PTY LTD ACN 625511953 Registered company

L 16 5 Martin PL

Sydney NSW 2000

#### NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

#### Street Address

SPARKE HELMORE LAWYERS

L 29 MLC Centre 19 Martin PL Sydney NSW 2000

#### REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

MCINTOSH BROS. PTY. LIMITED

60 Station ST Parramatta NSW 2124

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

#### **ACTION PROHIBITED BY THIS CAVEAT**

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

#### **ESTATE OR INTEREST CLAIMED**

Estate In Fee Simple

By virtue of: Contract For Sale Of Land

Dated: 20/04/2018

Between COBBITTY 1 PTY LTD

And MCINTOSH BROS. PTY. LIMITED

Req:R649817 /Doc:DL AN286023 /Rev:24-Apr-2018 /Sts:OK.OK /Prt:12-Jul-2019 16:17 /Seq:2 of 2

Ref:ashan /Src:P

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

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

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

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

#### **SIGNING**

Signing Party Role: Receiving

#### I certify that:

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

#### Party Represented by Subscriber:

COBBITTY 1 PTY LTD

Signed By: Leon SakarisSigner Capacity: Practitioner CertifierPEXA Signer Number: 37101Digital Signing Certificate Number: 17749

Signed for PARTNERS OF SPARKE HELMORE ABN 78848387938

SPARKE HELMORE LAWYERS

Subscriber Capacity: Representative Subscriber

PEXA Subscriber Number:14960 Customer Account Number:501746

Date: 24/04/2018

roții. rolivi Release: 24

## MEMUKANDI

New South Wales Section 80A Real Property Ac



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

Endeavour Energy - LLPN 102871V

CODES

LM C

LM CM MM GM BM

(B) APPLICANT

ENDEAVOUR ENERGY ABN 59 253 130 878

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

Reference: PAD SUB

pages including this page, which

(D) i. For option to renew see clause N

673T

NOT APPLICABLE

ii For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

1

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

#### **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.

HELEN SMITH TTORNEY, ENDEAVOUR ENERGY

#### **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.

HELEN SMITH ATTORNEY, ENDEAVOUR ENERGY



Application: 10212693 Your Ref: P OR-M8CB9XQ

16 July 2019

Property details: 421C The Northern Rd COBBITTY NSW 2570 LOT 501 DP 1231858

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

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

Yours sincerely

Customer Property Services Customer Services





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

**Applicant:** The Search People

**GPO Box 1585** 

SYDNEY NSW 2001

Certificate number:20192611Receipt number:2090995Property number:1176806Certificate date:17/07/2019Certificate fee:\$133.00

Applicant's reference: 2000N-30708

#### **DESCRIPTION OF PROPERTY**

**Title:** LOT: 501 DP: 1231858

**Property:** 421C The Northern Road COBBITTY 2570

#### BACKGROUND INFORMATION

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















## 1 Names of relevant planning instruments and DCPs

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

#### Local Environmental Plans (LEP's)

Camden Local Environmental Plan 2010.

#### State Environmental Planning Policies (SEPP's)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

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

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Sydney Region Growth Centres) 2006

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Primary Production and Rural Development) 2019

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

Certificate No.: 20192611



#### **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 (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.

Oran Park Development Control Plan 2007, 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. RU1 PRIMARY PRODUCTION

#### CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

Objectives of zone:

- \* To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- \* To encourage diversity in primary industry enterprises and systems appropriate for the area.
- \* To minimise the fragmentation and alienation of resource lands.
- \* To minimise conflict between land uses within the zone and land uses within adjoining zones.
- \* To permit non-agricultural uses which support the primary production purposes of the zone.
- \* To maintain the rural landscape character of the land.
- B. Permitted without consent

Extensive agriculture; Forestry; Home occupations.

#### C. Permitted with consent

Bed and breakfast accommodation; Cellar door premises; Dual occupancies (attached); Dwelling houses; Environmental protection works; Extractive industries; Farm buildings; Farm stay accommodation; Garden centres; Home-based child care; Home businesses; Home industries; Intensive livestock agriculture; Intensive plant agriculture; Open cut mining; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Secondary dwellings; Any other development not specified in item B or D

#### D. Prohibited

Amusement centres; Car parks; Commercial premises; Correctional centres; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Residential accommodation; Restricted premises; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

#### A. B1 NEIGHBOURHOOD CENTRE

ORAN PARK AND TURNER ROAD PRECINCT PLAN

Objectives of zone:

Certificate No.: 20192611



- To provide a range of small-scale retail, business and community uses which serve the needs of people who live or work in the surrounding neighbourhood and, in relation to the Turner Road Precinct, of a scale and nature that serves the wider community.
- \* To ensure the scale and type of business development is compatible with the amenity of surrounding areas.
- \* To allow for residential development that contributes to the economic and social vitality of the neighbourhood centre.
- \* To ensure that residential development does not preclude the provision of active retail, business and community uses at street level.
- \* To ensure that residential development does not detract from the primary function of the zone which is to provide for retail, business and convenience uses to serve the community.
- \* To promote retail activities in accessible locations that encourage walking.
- \* To promote a sense of place and focal points for the local community.
- \* To ensure retail development does not adversely impact on the viability of retail development in the Local Centre Zone.
- B. Permitted without consent

Nil.

#### C. Permitted with consent

Any other development not specified in item B or D.

#### D. Prohibited

Agriculture; Airports; Airstrips; Bio-solid waste applications; Bulky goods premises; Caravan parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Extractive Industries; Farm buildings; Freight transport facilities; Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Liquid fuel depots; Materials recycling or recovery centres; Mines; Offensive storage establishments; Passenger transport facilities; Recreation facilities (major); Residential flat buildings (other than as shop top housing); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Seniors housing (other than as shop top housing); Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies.

#### A. E2 ENVIRONMENTAL CONSERVATION

#### ORAN PARK AND TURNER ROAD PRECINCT PLAN

Objectives of zone:

\* To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.

Certificate No.: 20192611



To prevent development that could destroy, damage or otherwise have an adverse effect on those values.

#### B. Permitted

Nil.

#### C. Permitted without consent

Drainage; Earthworks; Environmental facilities; Environmental protection works; Flood mitigation works; Recreation areas; Roads; Sewage reticulation systems; Water recycling facilities; Water supply systems; Waterbodies (natural).

#### D. Prohibited

Any development not specified in item B or C.

#### A. E4 ENVIRONMENTAL LIVING

#### ORAN PARK AND TURNER ROAD PRECINCT PLAN

Objectives of zone:

- \* To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.
- \* To ensure that residential development does not have an adverse effect on those values.
- \* To preserve and maintain the natural values of core riparian areas and to allow development where it can be demonstrated that the development will not destroy, damage or have any other adverse effect on those values.
- \* To ensure that flood prone land is used in a manner appropriate to its environmental characteristics.

#### B. Permitted without consent

Nil.

#### C. Permitted with consent

Bed and breakfast accommodation; Drainage; Dwelling houses; Earthworks; Electricity generating works; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Horticulture; Recreation areas; Recreation facilities (outdoor); Roads; Telecommunications facilities; Temporary structures; Water recreation structures; Water recycling facilities; Waterbodies (artificial).

#### D. Prohibited

Any other development not otherwise specified in item B or C.

#### A. R1 GENERAL RESIDENTIAL

Certificate No.: 20192611



ORAN PARK AND TURNER ROAD PRECINCT PLAN

Objectives of zone:

- \* To provide for the housing needs of the community.
- \* To provide for a variety of housing types and densities.
- \* To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- \* To support the well-being of the community, including educational, recreational, community, religious and other activities and, where appropriate, neighbourhood shops if there will be no adverse effect on the amenity of proposed or existing nearby residential development.
- \* To allow for small scale kiosks, function centres, restaurants and markets that support the primary function and use of recreation areas, public open space and recreation facilities located within residential areas.
- \* To allow for small scale intensity tourist and visitor accommodation that does not interfere with residential amenity.
- \* To provide for a variety of recreational uses within open space areas.
- B. Permitted without consent

Nil

C. Permitted with consent

Any other development not specified in item B or D

D. Prohibited

Agriculture; Airports; Airstrips; Bio-solid waste applications; Bulky goods premises; Business premises; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities); Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; or Warehouse distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies.

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

Certificate No.: 20192611



**RU1** Primary Production.

Under clause 4.2A of Camden Local Environmental Plan 2010 a minimum lot size applies for the erection of a dwelling house as specified by the Lot Size Maps in Camden Local Environmental Plan 2010, subject to the exceptions as set out in clauses 4.2A(3) and 4.2(4).

Certificate No.: 20192611

Certificate Date: 17/07/2019

B1 Neighbourhood Centre: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 250m2 for the erection of a dwelling house in the B1 Neighbourhood Centre zone.

E4 Environmental Living: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 1,000m2 for the erection of a dwelling house in the E4 Environmental Living Zone.

R1 General Residential: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 300m2 for the erection of a dwelling house; however exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m2 and minimum 225m2.

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.

Yes, the land contains an item of environmental heritage

## 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 comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage

Development may be complying development if it can meet the requirements and standards of the SEPP and:

- (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or
- (b) is subject to an exemption under section 57(1A) or (3) of that Act,

#### 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 comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage

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

#### **Rural Housing Code**

Complying development MAY 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 comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

Development may be complying development if it can meet the requirements and standards of the SEPP and:



(a) has been granted an exemption under section 57(2) of the Heritage Act 1977,

(b) is subject to an exemption under section 57(1A) or (3) of that Act,

#### **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 comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage

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 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 comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

Development may be complying development if it can meet the requirements and standards of the SEPP and:

- (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or
- (b) is subject to an exemption under section 57(1A) or (3) of that Act,

#### **General Development 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.

Certificate No.: 20192611



The land comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

Development may be complying development if it can meet the requirements and standards of the SEPP and:

Certificate No.: 20192611

Certificate Date: 17/07/2019

- (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or
- (b) is subject to an exemption under section 57(1A) or (3) of that Act,

#### **Subdivision 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 comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

Development may be complying development if it can meet the requirements and standards of the SEPP and:

- (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or
- (b) is subject to an exemption under section 57(1A) or (3) of that Act,

#### **Demolition 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 comprises, or is land on which there is located, a heritage item listed on the State
Heritage Register or identified by an environmental planning instrument, or that is subject
to an interim heritage order.

Development may be complying development if it can meet the requirements and standards of the SEPP and:

- (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or
- (b) is subject to an exemption under section 57(1A) or (3) of that Act,

#### Commercial and Industrial Alterations Code



Property: 421C The Northern Road COBBITTY 2570

Certificate Date: 17/07/2019

Certificate No.: 20192611

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 comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

Development may be complying development if it can meet the requirements and standards of the SEPP and:

- (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or
- (b) is subject to an exemption under section 57(1A) or (3) of that Act,

#### 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 comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.

Development may be complying development if it can meet the requirements and standards of the SEPP and:

- (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or
- (b) is subject to an exemption under section 57(1A) or (3) of that Act,

#### **Fire Safety 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 comprises, or is land on which there is located, a heritage item listed on the State Heritage Register or identified by an environmental planning instrument, or that is subject to an interim heritage order.



Development may be complying development if it can meet the requirements and standards of the SEPP and:

- (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or
- (b) is subject to an exemption under section 57(1A) or (3) of that Act,

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:

Certificate No.: 20192611



- (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

Certificate No.: 20192611



(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

Oran Park and Turner Road Section 7.11 Contributions Plan

## 9A Bio-diversity certified land

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

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

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

The land however is subject to biodiversity certification as described in Schedule 7 Part 7 "Biocertification 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 Part7A 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

Certificate No.: 20192611

Certificate Date: 17/07/2019

- (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.

include:

## 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 <a href="www.westernsydneyairport.gov.au">www.westernsydneyairport.gov.au</a>, or from the Commonwealth Department of Infrastructure and Regional Development at <a href="www.infrastructure.gov.au">www.infrastructure.gov.au</a>.



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 <a href="https://www.transport.nsw.gov.au/corridors">www.transport.nsw.gov.au/corridors</a>.

#### 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.

\* The subject land is affected by overland flow based on the Upper South Creek Floodplain Risk Management Study and Plan adopted by Council 12/03/2019 and potentially subject to flood related development controls that restrict development of the subject land due to likelihood of over land flow flooding.

In accordance with section 733 of the Local Government Act 1993, Council is not liable in respect of any advice furnished in good faith by Council relating to the likelihood of any land being flooded or the nature or extent of any such flooding, or anything done or omitted to be done in good faith by the Council in so far as it relates to the likelihood of land being flooded or the nature of the extent of any such flooding.

Overland flow flooding: overland flow flooding means inundation by local runoff on its way to a waterway, rather than overbank flow from a waterway.

Report on Salinity Investigation and Management Plan:

Proposed Residential Subdivision: Stages 9 and 10 Arcadian Hills 2 The Northern Road Cobbitty, prepared by Douglas Partners, Project 34281.23, dated June 2015.

Further enquiries may be directed to Planning and Environmental Services.

\* 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

Certificate No.: 20192611



Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

Certificate No.: 20192611

Certificate Date: 17/07/2019

#### \* 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

\* South Creek West Land Release Area.

On 22 November 2017, the Minister for Planning and Housing announced a new 1,500 hectare land release known as South Creek West.

The Department of Planning and Environment will now develop a draft Structure Plan as the framework for future growth. This draft Plan will be released in 2018 for community feedback.



Certificate No.: 20192611 Certificate Date: 17/07/2019

Further information is available on the Department of Planning and Environment's website: http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/South-Creek-West

#### **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.
- 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

#### 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.*)
- 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.
- 7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or 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?

#### 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*.

© 2011 COPYRIGHT OF THE LAW SOCIETY OF NEW SOUTH WALES WHICH HAS APPROVED THIS PAGE AND THE FOLLOWING 1 PAGE. UNAUTHORISED REPRODUCTION IN WHOLE OR IN PART IS AN INFRINGEMENT OF COPYRIGHT

- 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 property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18. (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to (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**

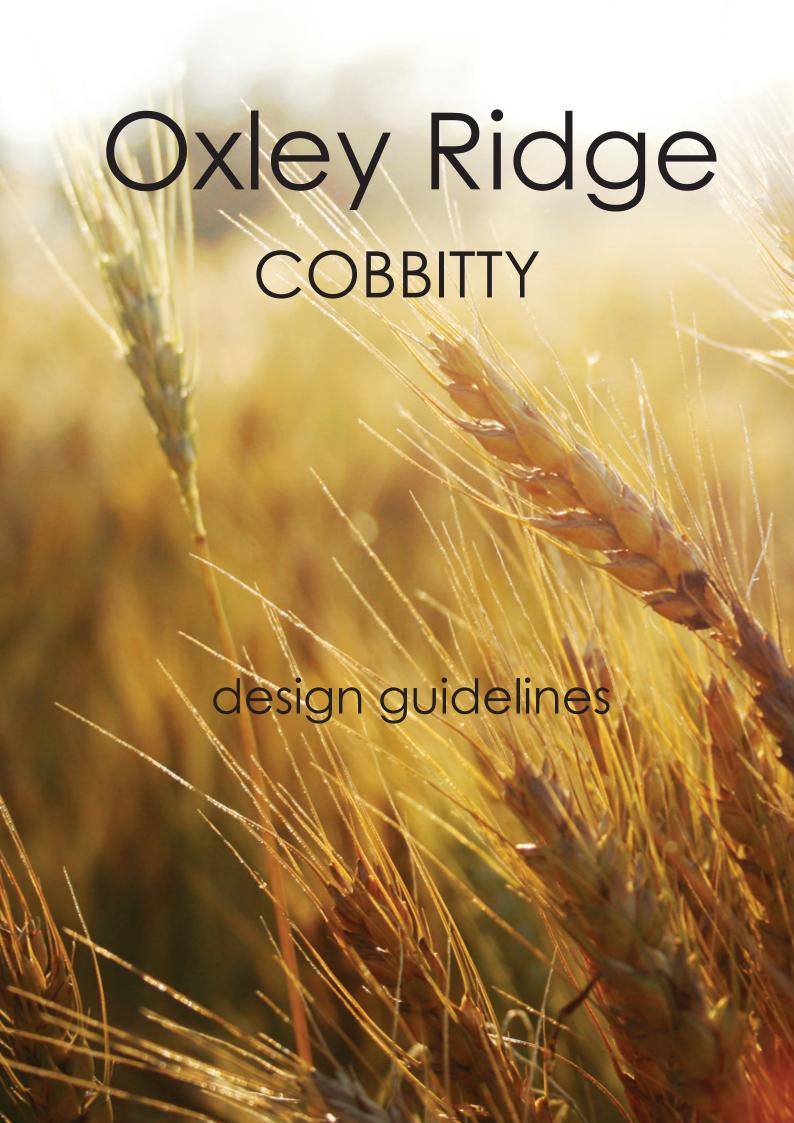
- 19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 20. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use 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?
- 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 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.
- 26. 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.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. 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.



#### table of contents

- introduction 2
- design approval process 3
  - vision 4
  - oxley ridge 6
- oxley ridge rural character 10
- oxley ridge contemporary character 12
  - roof design 14
    - entry 15
  - veranda and pergola 16
    - external materials 17
      - colour palette 18
  - landscaping and fencing 22
    - design checklist 28
  - landscape design checklist 31
    - Attachment A
  - step by step design approval 32
    - request form 34

### introduction

The principal aim of this document is to create a contemporary rural vision for the built form at Denbigh Farm Estate and to assist the project team in maintaining authenticity and consistency in the character, landscape and housing design.

The guidelines have been developed to assist builders and designers in achieving well planned houses and gardens which respond to their site, orientation and climate.

This document aims to maintain consistency and quality of street character by controlling home front facade elements through:

- 1. KEY ELEMENTS DESIGN
- 2. ARTICULATION
- 3. MATERIALS
- 4. LANDSCAPING

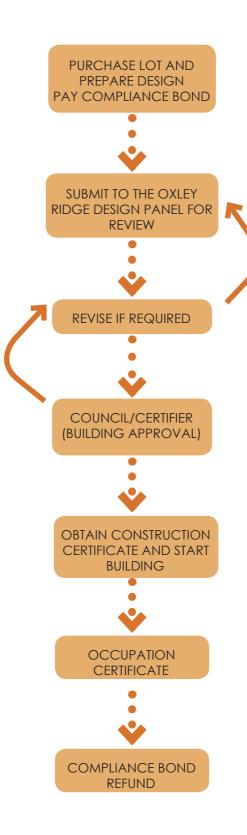
#### other documents

These Guidelines should be read in conjunction with the NSW Greenfield Housing Code, Camden Local Environment Plan (LEP), Camden Development Control Plan (DCP).

While these Design Guidelines incorporate the above controls, applicants should consult these documents, other applicable controls and make their own independent enquiries directly with Council's officers for any further information.

Design approval from the Design Team does not exempt any building from statutory regulations. It is the builders responsibility to ensure compliance with all development regulations.

Whilst these guidelines have been carefully put together, we acknowledge that occasionally some home designs will satisfy the objectives whilst not entirely complying with these guidelines. In recognition of this, we reserve the right to modify these guidelines for a particular home and conversely, if appropriate, require amendments to a home design that does not satisfy the objectives even though it may comply with the guidelines.



# the approval process

- A copy of the Guidelines must be given to your home designer or builder, to design or select your home.
- The Oxley Ridge Design Panel offer a design and support service and will assist you in understanding this document.
- Discussions and enquiries are encouraged from purchasers before commencement of the design work or selection of your facade.
- The Oxley Ridge Design Panel must review and approve all house designs prior to you submitting your plans to a Building Certifier or Council.
- A \$2,500.00 Compliance Bond is payable to The Oxley Ridge upon settlement of your land. This will be refunded upon Occupation Certificate being granted and submission of the Bond Compliance Form (located at the end of this document), provided the panel is satisfied that compliance with the Design Checklist has been achieved, following inspection of your completed home.
- Anticipated turnaround time for approvals will be 10 working days. The panel will promptly approve plans that are in accordance with the Design Guidelines.

# vision

Our vision is to create a distinctive neighbourhood identity, responding to the sites unique environment and the historic built form character of the region.

This identity will be presented in the built form, landscaping, public open spaces and private domains of homes.



# oxley ridge

#### The Site

Denbigh Farm Estate is located approximately five kilometres north of Camden and west of Oran Park. The site is bounded to the north of Cobbitty Road, residential development accessible to schools, Oran Park and Narellan town centres, the university of Sydney and Camden airport.







### Denbigh Farm History

The site sits within the Macarthur Region, an area formerly occupied by the D'harawal who have used the area extensively as hunting grounds. After the arrival of European settlers, it was known as "The Cowpastures". With the fertile pasturage utilised by establishing a thriving sheep and wool industry in the area.

The region lies at the urban fringe if Sydney continuing to be critical to the functioning and resilience of Sydney due to the crucial environmental, economic and social role it has.

Since European settlement, the area has socially been seen as a place where one can live a more rural lifestyle, with a strong connection to the outdoors, linked to smaller communities and with a relationship to local producers and growers.

This appeal has remained consistent, with additional layers supporting the continued population growth of the area such as the new Western Sydney Airport.

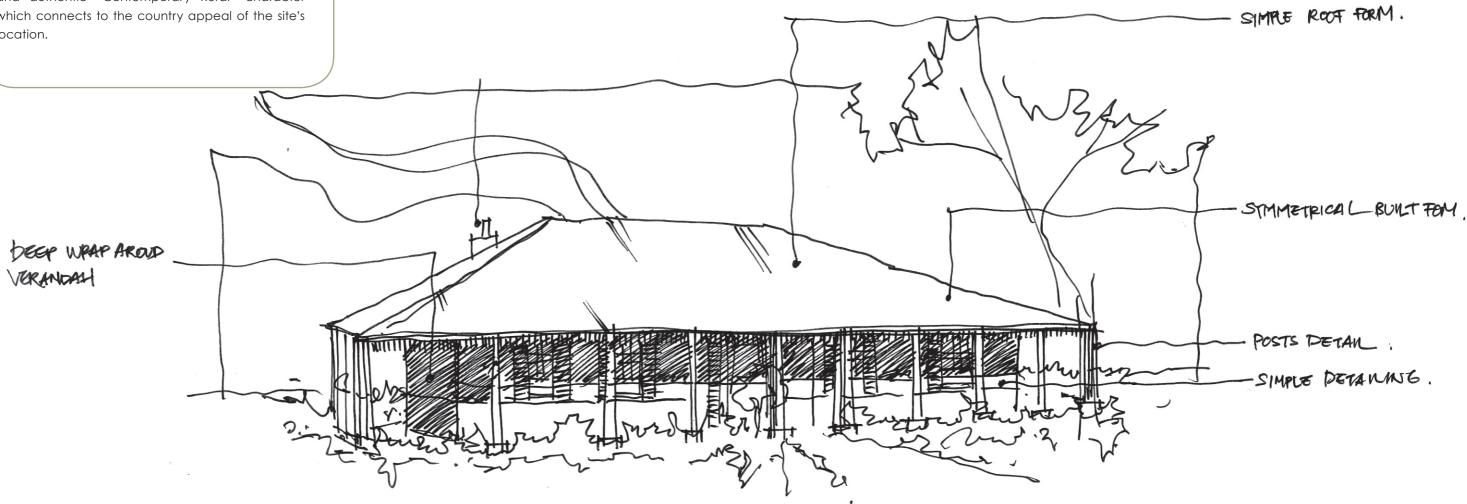


### **Regional Character**

Denbigh will be an appealing new precinct within Cobbity, as a part of the exciting Priority Growth Centre Area, situated north-west of Campbelltown which is establishing the opportunity of people to relocate for an idyllic country lifestyle and enmities without losing the services and facilities of a larger urban area.

The "Denbigh" precinct has the opportunity to draw from and reference the history and character of the Denbigh Estate, which the site's land was once a part of.

Drawing on particularly the materiality and architectural elements of the Denbigh homestead and farm complex will assist in developing a genuine and authentic "Contemporary Rural" character which connects to the country appeal of the site's location.



# oxley ridge rural character

### **Primary Elements**

- Dominant Simple roof form
- Solid Built form (masonry & lightweight)
- Honest/Tactile material elements
- ☐ Horizontal emphasis with vertical accents

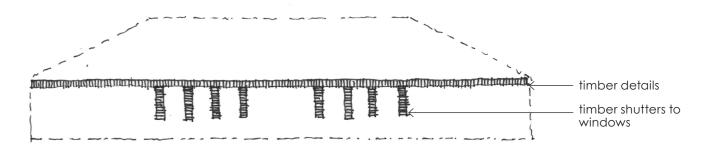
### Secondary Elements

- Vertical design elements
- □ Verandah with colonnade + strong
  - connection to living
- Entry feature

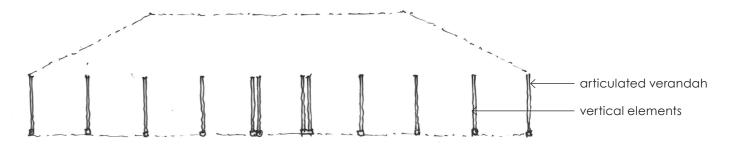
### **Tertiary Elements**

- Traditional materiality with contemporary
- application
- Pergola
- Timber feature element

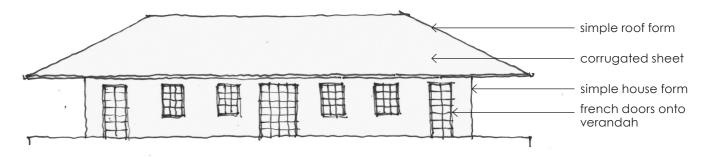
### **Tertiary Elements**

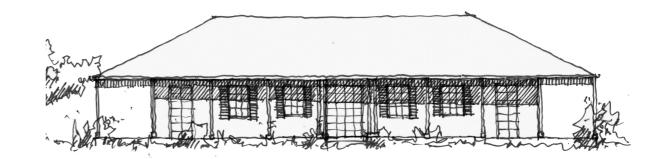


### Secondary Elements



### Primary Elements





# oxley ridge contemporary character

### features

- Contemporary regional Australian design
- Nestled into landscape
- Large patio/verandah with colonnade
- Traditional & Natural materials with contemporary application
- Dominant high pitched roof form

### **Primary Elements**

- □ Simple roof form
- □ Solid Built form base (masonry/lightweight)
- ☐ Honest/Tactile material elements

### Secondary Elements

- Vertical design elements
- Verandah with colonnade
- Entry feature

### **Tertiary Elements**

- Traditional materiality with contemporary application
- Pergola
- Timber feature elements
- ☐ Timber Balustrades
- Timber screens
- Stone/Brick









# roof design

### principles

 The Rural character is defined by the simplicity of the roof form. The roof forms the verandah enclosure.

### Guidelines

- Roof designs are to be simple.
- Roof design to be gabled, hipped, or skillion.
  Curved roofs are not permissible.
- Roof materials are to be metal and flat concrete roof tiles.
- □ Roof pitch to be min. 24.5°
- ☐ Eaves to be min. 450mm (larger eaves encouraged)
- Simple articulation such as timber feature to the gable ends is encouraged
- Parapets walls should be limited in their use.
   Except for Terrace dwellings





# entry

### principles

- Create a clear and visible entry area which provides shelter for people upon entering the dwelling
- Form an integral part of the dwelling
- Articulated entry features to be simple and contemporary
- Sun shading decides are to be incorporated into the overall design of the house
- Sunscreen and awnings are encouraged for protection of openings on the northern and western elevations.
- Timber solar/privacy screening devices are encouraged as tertiary articulation elements.

### Guidelines

- Provide a covered entry minimum 1m deep and clearly visible from the street.
- The entry shall be a feature element of the façade, high quality materials to be used.





## verandah and pergola

### principles

- Allow for a seamless link between internal and external living areas
- Improve energy efficiency by shading windows
- Appear as an extension of the house

#### Guidelines

- A minimum 1 metre deep verandah or pergola elements is required to the front façade of all houses.
- The verandah or pergola is to be a minimum of 40% of the width of the front façade.
- Connection between the internal and external living spaces to the front verandah is encouraged.

### external materials

The external materials should be appropriately designed to reduce the bulk and scale of the buildings while fitting in the streetscape in a harmonious manner.

### principles

- Durability, detailing, appearance and diversity should be considered when selecting materials to ensure a high quality appearance over time.
- Variety and individuality are important, and considered materials selection creates a harmonious
  - balance on the facades of the house.
- Well balanced proportions are also important in improving the appearance of the dwelling, helping to relate various elements such as doors, windows and entries. Well proportioned elements on the façade of the building significantly improve its aesthetic value.

#### **Guidelines**

- The main colour & render colours should be light, natural and earthy synonymous with the landscape (Refer Colour Palette on p18)
- Minimum of 30% street frontage to be lightweight cladding (with vertical or horizontal texture).
- Lightweight to be vertical or horizontal texture.
- Lightweight cladding to wrap sides of building for a min length of 2m.
- Face brick on the front façade should be carefully selected from the materials palette.
- Highlight colours for articulation, window frames, doors, screening elements, guttering, down pipes and letter boxes should complement the base & roof colours while creating contrast.

  Roof colours to be light colour facilitating the
- Denbigh climate conditions.

  Garage doors should match or be similar to roof
- colour (timber look garage doors excepted).







# colour palette

#### Guidelines

#### Bricks to be selected within the following ranges:

- Austral Silver, Chiffon, Blackbutt, Orpheus
- PGH Espresso, Truffle, Sorbetto, Granite, Volcanic

#### Roof tiles to be selected within the following ranges:

- Boral Macquarie, Slimline or Contour
  - Gunmetal, Shale, Twilight, Ebon

# Window frame Colours to be selected from the following colours:

- Pearl White, Surfmist, Precious Silver Pearl, Basalt, Monument, Charcoal

## Render Colour to be selected from the following colour palette:

- Ghosting, Knight Grey, Light Pewter, Mink Scorpio, Ornamental Pearl, Salinger, Stormy Shadow, Struan Grey, Taupe Stone, Cloudburst.

#### Cultured or natural Stone:

- PGH Cultured Stone

#### Front Fencing

General front fencing is not mandatory unless specified on your Building Envelope Plan and should be no higher than 1.2m.

#### Side Fencing

Side Fencing returns or gates are to be finished 7.5m behind the front boundary or 2m behind the adjacent facade, whichever is furthest from the front boundary.

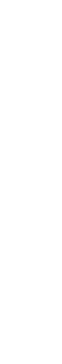


# colour palette options

# Aniseed with Maroka















### Nutmeg with Maroka



# OXLEY RIDGE COBBITTY

# landscape and fencing

A landscape plan must be submitted with the application and it is to indicate the extent of:

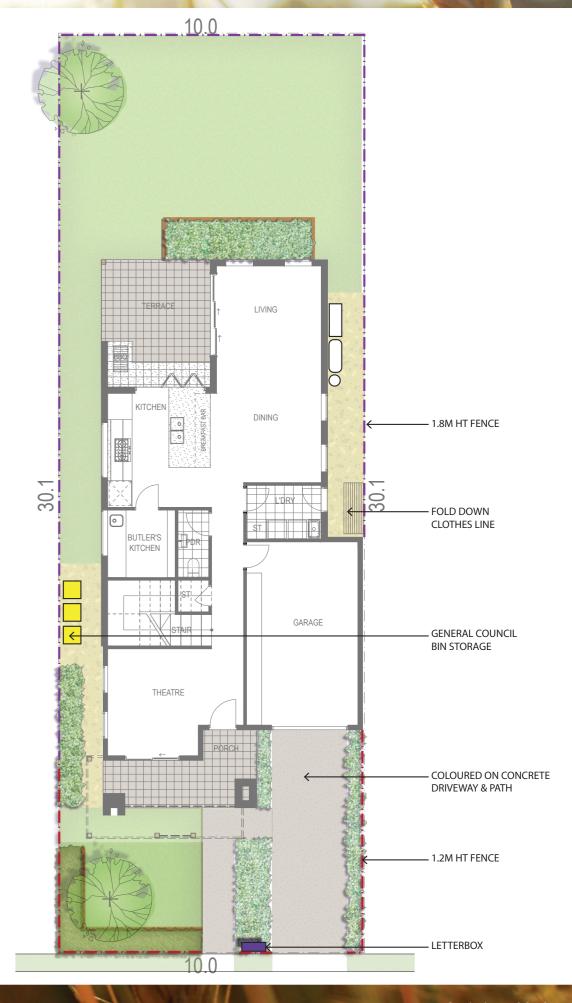
garden beds, trees and shrubs, turf, hard paved areas, and all other outdoor features including fencing.

Refer Landscape Requirements on p 31.

# typical mid lot landscape plan

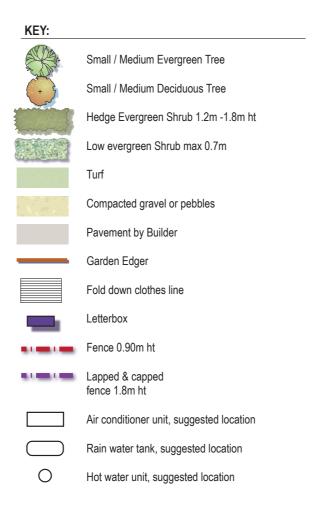






# landscape and fencing

# typical corner lot landscape plan



Paterson
Design
Studio Prob
Landscape Architect: Garth Paterson FAILA Reg#716
BLA (CANB) MLAUD (HARV)

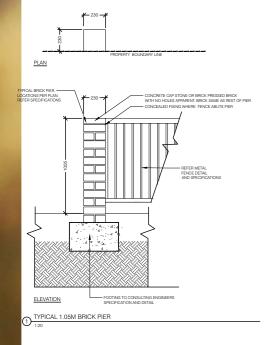
Paterson Design Studio PTY. LTD
16a/1-15 Tramore Place
Killarney Heights, NSW 2087.

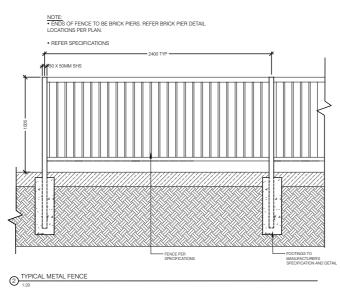
T+61 2 9452 4911
admin@odsdesign.com.au
www.byddesign.com.au
www.byddesig

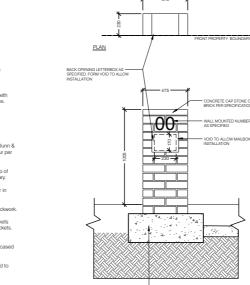


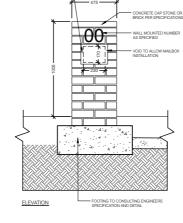
# landscape and fencing

### fencing details

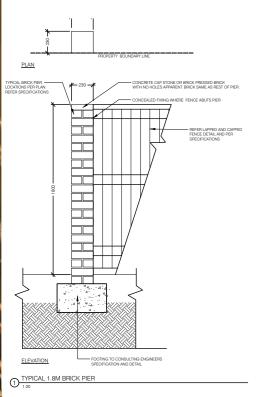


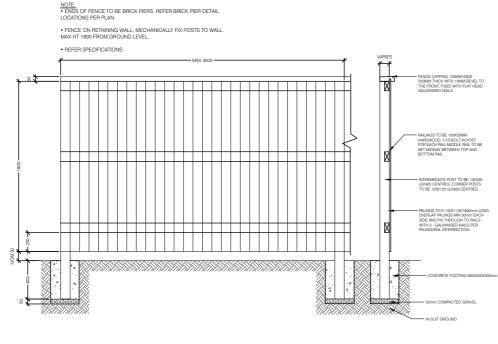






120 TYPICAL MAILBOX AND HOUSE NUMBER PIER





Paterson
Design
Studio
Landscape Architects / Urban Designers Registered Landscape Architect: Garth Paterson FAILA Reg#716 BLA (CANB) MLAUD (HARV) Paterson Design Studio PTY. LTD 16a/1-15 Tramore Place Killarney Heights, NSW 2087. T +61 2 9452 4911 admin@pdsdesign.com.au www.pdsdesign.com.au





# design checklist

		compliance		Comments
		Yes	No	
		1		
Vision		ļ		
•	The Neighbourhood Identity			
•	Reflection of Historic Built form			
Home	Design principles	ļ		
Site Pla	anning			
٠.	Maximise natural characteristics of the area			
	Consider site constraints			
	Emphasis on verandahs and indoor-outdoor areas			
•	Compliance with building envelopes			
Setbac	ks			
	All setbacks to be compliant with CDC and Council DCP			
Garage	and Driveways			
•	Garage to be set back from the front facade 1m			
	Garage door width as per relevant approval authority			
	Garage access to corner lots from secondary road where permissible			
	Charcoal coloured concrete driveway to be used			
•	Driveway crossover 3m for single garage, 5m for double garage			
Solar Access				
•	Access from the main living area directly to PPOS			
Private Recreation Space				
-	Compliance with minimum private open space requirements			
	Rear yard to accommodate min. 1 tree 8-15m high			

		compliance		Comments
		Yes	No	
D.:		т —		
Privacy	and Surveillance			
	Upper level opening 3m to adjacent dwelling where permissible			
	Obscure glazing to Bathrooms & WC's			
	Upper level living overlooking private open space of adjacent dwelling to be high level windows			
ESD				
	Adequate sunlight access			
•	Cross ventilation			
Ancilla	ry Elements			
	Not visible from the street			
•	Letterbox incorporated with landscape design			
Archite	Architectural character			
Conten	nporary Context			
	Primary Elements: simple form			
	Secondary Elements: verandah, entry, corner element			
	Tertiary Elements: screening, balustrading			
•	Corner Lots to address both frontages with above elements			
The Style Elements		<u> </u>		
Roof D	esign			
	Simple roof form: pitched gable, hip or skillion			
	Materials Corrugated steel/flat roof tile or similar			
	Roof pitch min. 24.5°			
•	Eaves min. 450mm Excluding zero lot boundaries and alfresco			

		compliance		Comments
		Yes	No	
Verand	lah and pergola Elements			
	Min. of 1m deep			
	40% of the front façade			
•	Connecting internal and external spaces			
Entry				
-	Min. 1m deep			
•	Feature element, high quality materials			
Externa	External Materials			
•	Main render to be in accordance with colour palette options (refer pages 20 and 21 of the Design Guidelines)			
	Min. 30% of street frontage to be lightweight cladding			
	Lightweight cladding to wrap around side of facade min 2m			
	Highlight colours for articulation			
•	Roof colours to be in accordance with colour palette options (refer pages 20 and 21 of the Design Guidelines)			

# OXLEY RIDGE COBBITTY

# landscape design checklist

'	<u> </u>		
	compliance		Comments
	Yes	No	
Landscape Requirements	1		
Tree to front (1 x 25 Litre pot)			
<ul><li>Tree to rear (1 x 25 Litre pot)</li></ul>			
<ul> <li>small/low height planting to define front boundary (15 x pot size 150mm)</li> </ul>			
<ul> <li>Hedge/continuous shrub planting to define front boundary (5 x pot size 200mm)</li> </ul>			
Side and rear boundary fencing to be 1.8m high timber lapped / aluminium panel with appropriate gates and block offs where required. Fence to be at least 2m behind front facade			
<ul> <li>Fencing to corner lots (side boundary) to be timber lapped / aluminium panel 1.8m high.</li> <li>Front fencing to be 0.9m high, can be soft or hard landscaped.</li> <li>Approval required by Oxley Ridge Design Panel</li> </ul>			
<ul><li>Letter Box - Aluminum</li></ul>			
<ul> <li>Turf to front and rear yards</li> </ul>			
<ul> <li>Pebble/gravel to side of dwellings up to boundary</li> </ul>			
<ul> <li>All retaining wall material to be masonry forward of the building line - if required</li> </ul>			
<ul> <li>Brick edging around garden beds</li> </ul>			
<ul> <li>Surface pits and drains noted on the storm water plans</li> </ul>			
<ul> <li>Fold down clothes line</li> </ul>			
<ul> <li>Air conditioners and solar hot</li> </ul>			

October 2018 31

water tanks are not visible from

the street

# attachment A step by step design approval

The process to acheive design and siting approval at Oxley Ridge can easily be acheived by following these simple steps:

#### Step 1

- Review the building and siting guidelines alongside the building envelope plan ensuring awareness of all the requirements for the block.
- Lodge your house plans with The Oxley Ridge Design Panel for design and siting approval. The assessment will take up to 10 working days.
- Any changes required will be discussed, the builder will re-lodge the plans to The Oxley Ridge Design Panel.

# Step 2: Complying Development Code

Complying Development Code may be used at Oxley Ridge. The builder has the opportunity to use a Private Certifier for approval. If the home does not meet the Complying Development Code, the builder is required to obtain development consent from Camden Council.

#### **Private Certifier**

- □ Lodge plans with your nominated builder including design plans stamped by The Oxley Ridge Design Panel.
- $\hfill \square$  Receive Complying Development Code Certificate (CDC).

#### Council

- Lodge Development Application using Development Control Plan (DCP) Policy with Camden Council including design plans stamped by The Oxley Ridge Design Panel.
- Receive DA Approval

Lodge application for Construction Certificate with either Council or Private Certifier.

### Step 3: Construction

- Complete dwelling construction.
- Compete landscaping and fencing.
- Obtain an Occupation Certificate provided by Council or Private
- Submit copy of the Final Occupation Certificate to The Oxley Ridge Design Panel for a compliance Bond Review. Compliance Bond will be returned once all conditions have been satisfied.

### Checklist of key steps:

- Settlement of land and payment of bond.
- Opportunity to discuss initial concept plans with The Oxley Ridge Design Panel.
- ☐ The Oxley Ridge Design Panel approval.
- Private Certifier Certification or Camden Council development approval.
- Completion of house and occupation certificate.
- Completion of landscaping and fencing.
- ☐ The Oxley Ridge Design Panel final approval bond release.

# **Request Form**

Please fill out the form below and return to BHL

Client Name / Builder Name:	Date of Request:
_ot Number:	
Design Name:	Facade Name:
External Colour:	Internal Colour:
Plans Attached	
Request to Change Description:	
For BHL use only:	
Date of Request:	
Approved Declined Che	cklist & Feedback Attached
Notes:	

