

Contract for the sale and purchase of land 2019 edition

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| TERM | MEANING OF TERM | NSW DAN: |
| vendor's agent | Professionals Narellan & District Studio 9, Shop 10-11 38 Exchange Parade, Narellan NSW 2567 Email: marnie.harris@professionalsnarellan.com.au | Phone: 02 4623 0380 |
| co-agent | | |
| vendor | Brook Donald Hall and Holly Emma Smith 25 Saunders Road, Camden South NSW 2570 | |
| vendor's solicitor | Conveyancing At The Exchange 25/1 Elyard Street, Narellan NSW 2567 PO Box 784, Narellan NSW 2567 Email: info@xconveyancing.com.au | Phone: 02 4647 3348 Fax: 02 8331 6044 Ref: LV:PP2020:3253 |
| date for completion | 42 days after the date of this contract (clause 15) | |
| land (address, plan details and title reference) | 25 Saunders Road, Camden South NSW 2570 Lot 31 in Deposited Plan 1178501 Folio Identifier 31/1178501 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | |

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

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

buyer's agent

| | | |
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| _____ | GST AMOUNT (optional) The price includes GST of: \$ _____ | _____ |
| vendor | | witness |
| _____ | | _____ |
| purchaser | <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares | witness |

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgement Network (ELN) (clause 30):

Electronic transaction (clause 30)

no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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| <p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance | <p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off-the-plan contract <input type="checkbox"/> 58 other document relevant to off-the-plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 59 |
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| <p>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number</p> |
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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. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is NO COOLING OFF PERIOD:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>deposit-bond</i> | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <i>variation</i> | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; |
| <i>within</i> | in relation to a period, at any time before or during the period; and |
| <i>work order</i> | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

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* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW 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 *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 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;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- ## 21 Time limits in these provisions
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *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 the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent 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 *Lodgment 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*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 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;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before 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 computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 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 *Lodgment 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
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by, the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* 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 *FRCGW remittance*.

- 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.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

25 SAUNDERS ROAD CAMDEN SOUTH NSW 2570

CONDITIONS OF SALE BY AUCTION

Part 3, Clause 15 of the Property, Stock and Business Agents Regulation 2014

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:**
- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
 - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:**
- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:**
- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock: The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:**
- (a) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
 - (b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

ADDITIONAL SPECIAL CONDITIONS

32. Amendments to the Printed form of Contract for Sale

- 32.1 Clause 4.1.2- is deleted
- 32.2 Clause 5.2.1- delete the words "or it is a general requisition about the property or title" and replace "21" with "7"
- 32.3 Clause 7.1.1- is deleted
- 32.4 Clause 10.1- after the word "terminate" insert the following words "or delay completion"
- 32.5 Clause 14.4.2- is deleted
- 32.6 Clause 16.5- is amended by deleting "plus another 20% of that fee"
- 32.7 Clause 16.7- is amended by deleting "settlement" and replacing with "bank"
- 32.8 Clause 16.8- is deleted
- 32.9 Clause 16.12- is deleted
- 32.10 Clause 25.1.1- delete the word "limited"
- 32.11 Clause 31.4- is deleted

33. Agent

- 33.1 The purchaser warrants that he was not introduced to the Vendor or the property, nor was he made aware that the property was for sale, directly or indirectly, through the services of any person, corporation or agent, other than the Agent shown on the front page of this Contract. This benefit of this warranty shall not merge on completion.

34. Release of Deposit

- 34.1 Notwithstanding any provision contained herein to the contrary the purchaser hereby agrees to release the whole or any part of the deposit paid herein to the Vendor to use as a:
 - (a) Deposit on any property being purchased by the Vendor; or
 - (b) For the use by the vendor as stamp duty on any property being purchased by the Vendor; or
 - (c) For the use by the vendor as monies payable to any discharging mortgagee on completion; or
 - (d) An ingoing contribution for a lease pursuant to the Retirement Villages Act; or
 - (e) For the payment of a rental bond.

PROVIDED that the vendor does not permit further release of such deposit without the purchaser's consent. This cause shall be sufficient authority to the agent to release the deposit as noted in clause (a-e) herein and precludes the purchaser's written consent to be provided to the agent for such release.

35. Section 66S

- 35.1 In the event that this Contract is exchanged subject to the provisions of s66 then the Vendor retains the right to extend the settlement date by the amount of days or any part thereof which have expired under the cooling off period or to elect to retain the settlement date as is incorporated in the Contract. This condition is an essential term of this Contract and is not negotiable. The Vendor will make this election in writing within seven (7) days of the expiration of the cooling off period.

36. Alterations to Contract

- 36.1 The parties agree that the Conveyancer or Solicitor acting for them has the authority to make amendments to this Contract on behalf of the party they represent pursuant to the instructions of that party.

37. Notice to Complete

- 37.1 Settlement of this contract shall take place on or before 4 pm within the time provided in Clause 15 hereof. Should settlement not take place within that time either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the Contract making time of the essence for settlement. Such Notice shall give not less than fourteen (14) days from the date of service of such notice, such period of fourteen (14) days shall be deemed reasonable and sufficient.
- 37.2 If the vendor validly issues a Notice to Complete then the purchaser shall, on completion, pay to the vendor the sum of \$330.00 being a genuine estimate of the vendor's legal costs of issuing and serving the Notice to Complete.

38. Interest

- 38.1 If the purchaser fails to complete this Contract by the settlement date without default by the vendor, the purchaser will pay the vendor interest at the rate of ten percent (10%) per annum on the balance purchase monies, such interest to be computed from the date provided for settlement herein up to and including the date of actual settlement on this Contract, such sum to be paid in a lump sum on settlement. The purchaser shall not be liable to pay interest under this Special Condition if the vendor is not ready willing and able to complete this Contract on the settlement date, the purchaser will pay interest as provided herein from the date two (2) business days after the vendor has notified the purchaser that the vendor is able and willing to settle.
- 38.2 It is an essential provision of this Contract that the interest be paid on settlement. The purchaser acknowledges that the interest rate represents a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

39. Death or Incapacity

- 39.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor or the purchaser at law or in equity had this Special Condition not been included, it is agreed that if either party:-
- 39.1.1 being an individual, shall die or become incapable because of unsoundness of mind of managing his own affairs or be declared bankrupt or enter into any scheme or make any assignments for the benefit or creditors;
- or
- 39.1.2 being a company, shall resolve to go into liquidation or enter into any scheme or arrangement with its creditors under the relevant provisions of the Companies (NSW) code or any similar legislation if a liquidator, receiver or official manager be appointed of that party, then either party may be notice in writing to the first named party rescind this Contract and if the first named party is not otherwise in default hereunder the provisions of Clause 9 hereof shall apply to such rescission.

40. Representations

- 40.1 Subject to the provisions of s52A of the Conveyancing Act, 1919, as amended, the Purchaser warrants that he has not entered into this contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract, and the Purchaser acknowledges that he has made all such enquiries and investigations as he deems appropriate prior to entering into this Contract.

41. State of Repair

- 41.1 The purchaser accepts the property in its present order and condition with all faults whether latent or apparent and the purchaser shall make no objection, requisition, or claim for compensation in respect of the state of repair or lack thereof nor require the vendor to carry out any repairs or alterations to the property.

42. Inclusions

42.1 The purchaser shall accept the inclusions specified in this Contract in their present state and condition subject to fair wear and tear and the vendor shall not be responsible for any loss or mechanical breakdown or reasonable wear and tear thereof occurring after the date of this Contract.

43. Requisitions on Title

43.1 The purchaser is only entitled under Clause 5 to make the Requisitions in the form annexed to this Contract ("Requisitions"). The Purchaser is taken to have made the Requisitions one day after the date of this Contract.

44. Keys

44.1 The Vendor will, on completion, provide to the Purchaser such keys as are necessary for the Purchaser to enter the improvements and all remaining keys to the improvements which are in the Vendor's possession. The Purchaser will make no objection, requisition or claim for compensation or delay completion with respect to the availability or otherwise of any other keys to the property.

45. Abstract of Title

45.1 Notwithstanding any other provision in this Contract for Sale, in the event that title is Limited Title but not Qualified Title, the vendor shall be under no obligation to provide to the purchaser any Abstract of Title or Old System documents in relation to the subject property.

46. Additional and Incorrect Calculations

46.1 The parties agree that if, on completion any apportionment of payment due to be made under this contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by the correct calculations to be payable. This clause shall not merge on completion.

47. Purchaser's Caveat

47.1 The purchaser must not lodge a caveat for registration in respect of the title to the Land prior to completion of this contract.

48. Sewerage Service Diagram

48.1 The vendor discloses that a letter from Sydney Water dated 17 April 2020 is included in this Contract in respect to a Sewerage Service Diagram not being available. The purchaser shall make no objection, requisition or claim for compensation notwithstanding any other clause herein or right of law or in equity to the contrary regarding the fact that a Sewerage Service Diagram for the subject land as improved land is not available.

48.2 The purchaser hereby releases the vendor from any and all obligations to furnish or make available a Sewerage Service Diagram for the subject property as improved land. The purchaser shall not be entitled to terminate or rescind this Contract as a result of this disclosure. This clause shall not merge on completion.

49. Covid-19 Lockdown

49.1 In the event of a "lockdown" as a result of the Covid-19 crisis, the parties agree that completion of this contract is extended by the number of days of "lockdown".

From *Purchasers Solicitor*

To **Conveyancing At The Exchange** *Vendors Solicitor*

Date:

REQUISITIONS ON TITLE

2008 EDITION

RE:..... Purchase From.....

Property

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

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

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

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

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

DISCLAIMER

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.....
Solicitor for Vendor



FOLIO: 31/1178501

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|----------|
| ----- | ---- | ----- | ---- |
| 7/4/2020 | 1:25 PM | 3 | 8/9/2018 |

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 31 IN DEPOSITED PLAN 1178501
AT CAMDEN SOUTH
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF CAMDEN COUNTY OF CAMDEN
TITLE DIAGRAM DP1178501

FIRST SCHEDULE

HOLLY EMMA SMITH
BROOK DONALD HALL
AS JOINT TENANTS (T AI20030)

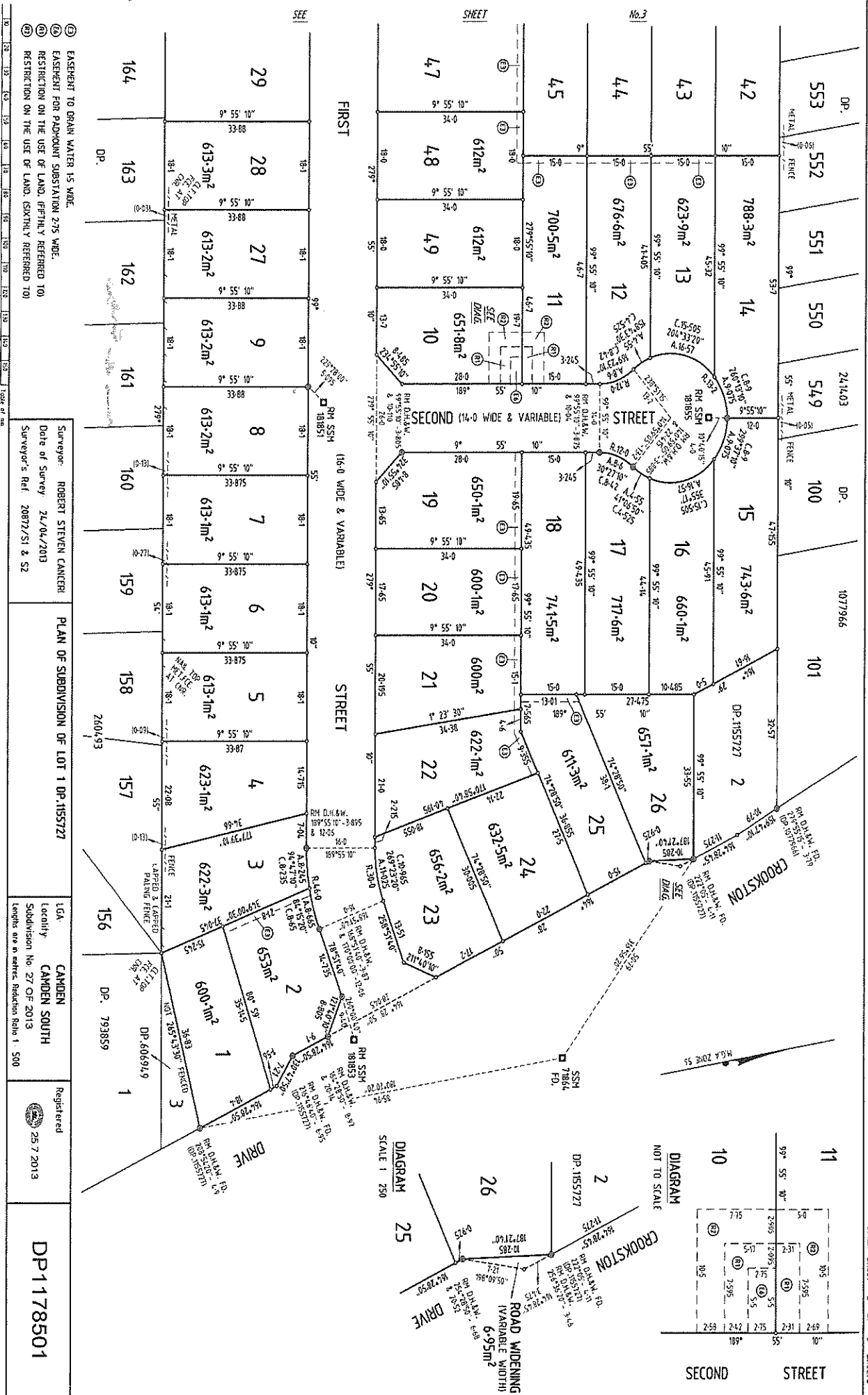
SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H873840 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 H873840 COVENANT
- 4 AE272745 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1155727 RESTRICTION(S) ON THE USE OF LAND
- 6 DP1178501 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 7 DP1178501 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 8 DP1178501 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 9 DP1178501 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 10 AI20031 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



- ③ EASEMENT TO DRAIN WATER 1.5 WIDE.
- ④ EASEMENT FOR PADMOUNT SUBSTATION 275 WIDE.
- ⑤ RESTRICTION ON THE USE OF LAND, REFERRED TO IN RESTRICTION ON THE USE OF LAND, SIXTHLY REFERRED TO

Surveyor: ROBERT STEVEN CANCER
 Date of Survey: 24/04/2013
 Surveyor's Ref: 20072/S1 & S2

PLAN OF SUBDIVISION OF LOT 1 DP 1155727

LGA: CAMDEN SOUTH
 Subdivision No: 27 OF 2013
 Lengths are in metres. Reduction Ratio 1:500

Registered 25.7.2013

DP1178501


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

| | |
|---|---|
| Registered:  25.7.2013 Title System: TORRENS Purpose: SUBDIVISION | Office Use Only <p style="text-align: center; font-size: 24pt; font-weight: bold;">DP1178501</p> |
| PLAN OF SUBDIVISION OF LOT 1 DP.1152727 | LGA: CAMDEN Locality: CAMDEN SOUTH Parish: CAMDEN County: CAMDEN |
| Crown Lands NSW/Western Lands Office Approval I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: | Survey Certificate I, <i>Robert Steven Canceri</i> Of <i>P.O. Box 3070 Liverpool Westfield NSW 2170</i> 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 was completed on: <i>24 April 2013</i> *(b) The part of the land shown in the plan ("being" excluding ".....") 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. |
| Subdivision Certificate I, <i>Nicole Maguire</i> *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: <i>N Maguire</i> Accreditation number: Consent Authority: <i>Camden Council</i> Date of endorsement: <i>28th June 2013</i> Subdivision Certificate number: <i>27 of 2013</i> File number: <i>DA 443 /2012</i> * Strike through if inapplicable. | Signature: <i>[Signature]</i> Dated: <i>24/04/2013</i> Surveyor ID: 741 Datum Line: X - Y 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. | Plans used in the preparation of survey/compilation DP.241403, DP.260493, DP.606949, DP.636134, DP.793859, DP.1077966, DP.1131076, DP.1155727 If space is insufficient continue on PLAN FORM 6A |
| Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | Surveyor's Reference: 20872-S1 & S2 |


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

| | |
|--|---|
| <p>Office Use Only</p> <p>Registered:  25.7.2013</p> <p>PLAN OF SUBDIVISION OF LOT 1 DP.1155727</p> <p>Subdivision Certificate No.: 27 of 2013</p> <p>Date of Endorsement: 28th June 2013</p> | <p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1178501</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses – See 60(c) SSI Regulation 2012• Statement of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals – see 195D Conveyancing Act 1919 |
|--|---|

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

IT IS INTENDED TO DEDICATE:-

- 1) ROAD WIDENING VARIABLE WIDTH (CROOKSTON DRIVE), FIRST STREET, SECOND STREET AND THIRD STREET TO THE PUBLIC AS PUBLIC ROAD.

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

- 1) EASEMENT TO DRAIN WATER 1.5 WIDE.
- 2) EASEMENT TO DRAIN WATER 2.0 WIDE.
- 3) EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE AND VARIABLE.
- 4) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.
- 5) RESTRICTION ON THE USE OF LAND.
- 6) RESTRICTION ON THE USE OF LAND.
- 7) RESTRICTION ON THE USE OF LAND.
- 8) RESTRICTION ON THE USE OF LAND.
- 9) RESTRICTION ON THE USE OF LAND.
- 10) RESTRICTION ON THE USE OF LAND.
- 11) EASEMENT TO DRAIN WATER AND OVERLAND FLOW PATH 5.0 WIDE.

TO RELEASE:

- 1) EASEMENT FOR UNDERGROUND MAINS 2.0 WIDE VIDE V454470 AND DP636134.

"STREET ADDRESSES NOT AVAILABLE"


PLAN FORM 6A (2012)

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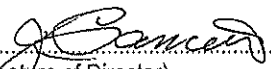
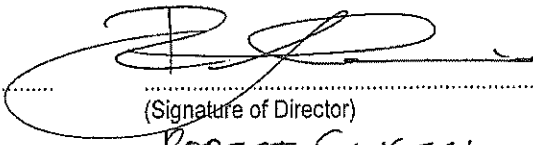
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

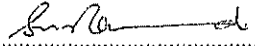

| | |
|---|--|
| Office Use Only | Office Use Only |
| Registered:  25.7.2013 | DP1178501 |
| PLAN OF SUBDIVISION OF LOT 1 DP.1155727 | <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses – See 60(c) SSI Regulation 2012• Statement 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 No.: 27 of 2013 Date of Endorsement: 28 th June 2013 | |

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


Executed by Charina Pty Ltd ACN 154 694 630 pursuant to Section 127(1) Corporations Act 2001 and by authority of the directors in the presence of:

| | |
|---|---|
|  (Signature of Director) |  (Signature of Director) |
| <u>JOSEPH CANCERI</u> (Name of Director) | <u>ROBERT CANCERI</u> (Name of Director) |

Executed by Topglove Pty Ltd ACN 050 923 450 pursuant to Section 127(1) Corporations Act 2001 and by authority of the directors in the presence of:

| | |
|---|--|
|  (Signature of Director) |  (Signature of Director) |
| <u>SUSHIL KUMAR ANAND</u> (Name of Director) | <u>ALKA ANAND</u> (Name of Director) |

Executed by Kohli Pty Limited ACN 257 320 331 pursuant to Section 127(1) Corporations Act 2001 and by authority of the directors in the presence of:


.....
(Signature of Sole Director/Secretary)

KANWARDEEP KOHLI
.....
(Name of Sole Director/Secretary)

Surveyor's Reference: 20872-S1&S2


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

| | |
|---|---|
| Office Use Only Registered:  25.7.2013 PLAN OF SUBDIVISION OF LOT 1 DP.1155727 Subdivision Certificate No.: 27 of 2013 Date of Endorsement: 28th June 2013 | Office Use Only <h1 style="text-align: center;">DP1178501</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses – See 60(c) SSI Regulation 2012 • Statement 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. |
|---|---|

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

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to Power of Attorney Book 4643 No. 644 in the presence of:
 4640 572

Raymond Simmonds

Signature of Witness

Raymond Simmonds

(Name of Witness)

c/- Endeavour Energy
 51 Huntingwood Drive
 HUNTINGWOOD NSW 2148

G. Riethmuller

Signature of Attorney

NAME: Geoff Riethmuller

POSITION: Network Property Mgr

DATE OF EXECUTION: 14-5-2013

REFERENCE: URS 12958

Executed for and on behalf of
 Australis and New Zealand Banking Group Limited
 ABN 11 005 357 522
 under Power of Attorney dated 18th November 2002
 and registered in New South Wales
 Book: 4376 Folio: 410 by

JOHN LESLIE BRYANT
 who certifies that he/she is a
 Senior Manager/ Manager
 and that he/she has not received
 notice of revocation of that Power

[Signature]
 Signature of Attorney

In the presence of
[Signature]
 Signature of Witness

SHERLING CHW
 Print name of Witness

10/20 Martin Place 18/242 Pitt Street
 SYDNEY NSW 2000
 Address of Witness

ePlan

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

(Sheet 1 of 9 sheets)

Plan **DP1178501**

Plan of Subdivision of Lot 1 DP1155727
 Covered by Subdivision Certificate
 No. 27 of 2013

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

Charina Pty Ltd
 ACN 154 694 630
 Suite 4, 320A Camden Valley Way
 NARELLAN NSW 2567
Topglove Pty Ltd
 ACN 050 923 450
 4 Cooma Court
 WATTLE GROVE NSW 2173
Kohli Pty Limited
 ACN 257 320 331
 50B Brallos Avenue
 HOLSWORTHY NSW 2173

Part 1

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s) bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement to Drain Water 1.5 wide | 2 19 20 21 22 25 46 47 48 11 12 13 50 40 39 35 | 1 20, 21, 22, 24, 25 and 26 21, 22, 24, 25 and 26 22, 24, 25 and 26 24 26 47, 48 11, 12, 13 and 14 48, 11, 12, 13 and 14 11, 12, 13 and 14 12, 13 and 14 13 and 14 14 41, 40, 39, 35 and 38 41, 39, 35 and 38 35 and 38 38 |

ePlan
 (Sheet 2 of 9 Sheet)

Plan **DP1178501**

Plan of Subdivision of Lot 1 DP1155727
 Covered by Subdivision Certificate
 No. 27 of 2013

Part 1 (continued)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s) bodies or Prescribed Authorities: |
|---|---|-------------------------------|---|
| 2 | Easement to Drain Water 2.0 Wide | 50 | Camden Council |
| 3 | Easement for Underground Cables 1.0 Wide and Variable | 33 | Endeavour Energy |
| 4 | Easement for Padmount Substation 2.75 wide | 10 | Endeavour Energy |
| 5 | Restriction on the Use of Land | 10, 11 | Endeavour Energy |
| 6 | Restriction on the Use of Land | 10, 11 | Endeavour Energy |
| 7 | Restriction on the Use of Land | Each Lot Except Lot 50 | Camden Council |
| 8 | Restriction on the Use of Land | Each Lot Except Lot 50 | Camden Council |
| 9 | Restriction on the Use of Land | Each lot Except Lot 50 | Camden Council |
| 10 | Restriction on the Use of Land | Each Lot Except Lot 50 | Every other Lot |
| 11 | Easement to Drain Water and Overland Flow Path 5.0 Wide | 50 | First Street |

ePlan
(Sheet 3 of 9 Sheet)

Plan **DP1178501**

Plan of Subdivision of Lot 1 DP1155727
Covered by Subdivision Certificate
No. 27 of 2013

Part 1 (Release)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s) bodies or Prescribed Authorities: |
|---|---|-------------------------------|---|
| 1 | Easement for Underground mains 2.0 Wide vide V454470 and DP636134 | Lot 1 DP1155727 | Endeavour Energy |

Part 2

Terms of Easement for Underground Cables 1.0 wide and variable thirdly referred to in the abovementioned plan:

An Easement for Underground Cables 1.0 wide and variable in the terms set out in Memorandum 9262885 filed at the Land and Property Information NSW on behalf of Endeavour Energy. Subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Terms of Easement for Padmount Substaion 2.75 wide fourthly referred to in the abovementioned plan:

An Easement for Padmount Substation 2.75 wide in the terms set out in the Memorandum 9262886 filed at the Land and Property Information NSW on behalf of Endeavour Energy. Subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Terms of Restriction on the use of land fifthly referred to in the abovementioned plan:

1. No building shall be erected or permitted to remain within the restriction site unless:
 - 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
 - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/6/60 fire ratingand the owner provides the authority benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

ePlan
(Sheet 4 of 9 Sheet)

Plan **DP1178501**

Plan of Subdivision of Lot 1 DP1155727
Covered by Subdivision Certificate
No. 27 of 2013

Part 2 (Continued)

3. Definitions:

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

Terms of Restriction on the use of land sixthly referred to in the abovementioned plan:

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site.
2. Definitions:
 - 2.1 “erect” includes construct, install, build and maintain.
 - 2.2 “restriction site” means that part of the lot burdened subject to the restriction on the use of land.

NAME OF AUTHORITY empowered to release, vary or modify the Easements thirdly, fourthly and Restrictions fifthly and sixthly referred to in the abovementioned plan:

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

Terms of Restriction on the use of land seventhly referred to in the abovementioned plan:

No building shall be erected on the land hereby burdened unless the footings or raft slab or both of them (as the case may be) has been designed in accordance with the Australian Standard AS2870-1988 “Residential Slabs and Footings” and such design has been approved by the Camden Council.



ePlan
(Sheet 5 of 9 Sheet)

Plan **DP1178501**

Plan of Subdivision of Lot 1 DP1155727
Covered by Subdivision Certificate
No. 27 of 2013

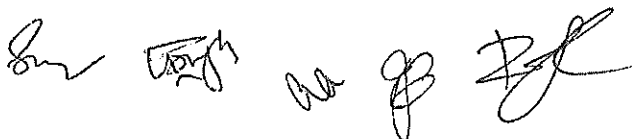
Part 2 (continued)

Terms of Restriction on the use of land eighthly referred to in the abovementioned plan:

All works must be built in accordance with the Salinity Management Plan as contained under Salinity Management Plan under "Section 9" in the report titled "*Phase 1 Preliminary Contamination and Salinity Investigation – Proposed Residential Subdivision Development Lot 1 DP1155727, No. 46 Crookston Drive, Camden South NSW*", prepared by GeoEnviro Consultancy Pty Ltd, Ref No. JC12118A-r1, dated April 2012. Compliance with the Plan must be demonstrated for each residential development Application.

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

- (a) No main building shall be erected or permitted to be used on any lot otherwise than as a dwelling house provided that this restriction shall not prevent the use of any such building for the purpose of the conduct of a professional practice with the consent of Camden Council.
- (b) No building shall be erected or permitted to remain on any lot in the plan with the external walls of material other than brick, stone, concrete, glass, fibrous cement, aluminium or timber or any combination of the same provided that:
 - i. timber, fibrous cement and aluminium shall not be used in an external wall except as infill panels, for gable ends or doors or window frames and in conjunction with one or more of the other materials referred to and further provided that the combination of timber, fibrous cement and aluminium where so used shall not exceed more than 20% of the external walls of any building;
 - ii. nothing in this covenant shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other material with external brick face.
- (c) No building shall be erected or permitted to remain on the land hereby burdened with a roof of other than tiles or painted metal material provided that where the roof is constructed of metal roofing material it shall:
 - i. have a similar pitch to the tile roof for buildings of a similar size and floor area;
 - ii. be of a non-reflective colour;
 - iii. shall not be white or silver in colour.
- (d) No garage or outbuilding shall be erected or permitted to remain on the land unless erected concurrently with or after the erection of the main building.



ePlan
(Sheet 6 of 9 Sheet)

Plan **DP1178501**

Plan of Subdivision of Lot 1 DP1155727
Covered by Subdivision Certificate
No. 27 of 2013

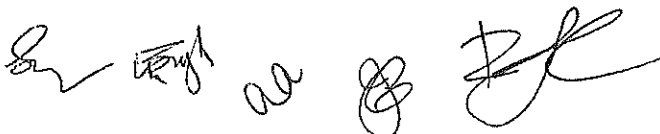
Part 2 (continued)

- (e) No privy shall be erected or permitted to remain on any lot in a conspicuous place or position and if same is visible from the road or other lots in the subdivision it shall be screened.
- (f) No fence shall be erected on any lot in the plan to divide it from any adjoining lot owned or partly owned by any relevant owner without the consent of such relevant owner but such consent shall not be withheld if such fence is erected without expense to such relevant owner provided that this restriction shall remain in force only during such time as any of the relevant owners are the registered proprietor of any lot in the plan or any lot immediately adjoining the land in the plan whichever is the later.
- (g) No dividing or boundary fence or wall shall be erected closer to the front boundary of a lot than the building line fixed by the Camden Council.
- (h) No trucks or vehicles of any description exceeding 3 tons shall be garaged within the boundary of any of the lots in the plan.
- (i) No earth, clay, stone, gravel, soil or sand may be excavated, carried away, removed or permitted to be excavated, carried away or removed from any lot except so far as may be necessary for the erection of any permissible building or swimming pool on the lot or for any purpose incidental or ancillary thereto.
- (j) No caravan, mobile home or other movable or transportable dwelling shall be parked or stored on the lot unless it be parked or stored behind the front building alignment of the main dwelling erected on the lot.
- (k) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (l) In these restrictions "relevant owners" shall mean Charina Pty Ltd, Topglove Pty Ltd and Kohli Pty Limited, their successors, nominees or assigns other than purchasers on sale.

"The plan" shall mean the plan of subdivision to which this instrument relates and upon registration of which these restrictions are created.

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

No fence shall be erected on any lot in the plan to divide it from any adjoining lot owned or partly owned by any relevant owner without the consent of such relevant owner but such consent shall not be withheld if such fence is erected without expense to such relevant owner provided that this restriction shall remain in force only during such time as any of the relevant owners are the registered proprietor of any lot in the plan or any lot immediately adjoining the land in the plan whichever is the later.



ePlan
(Sheet 7 of 9 Sheet)

Plan **DP1178501**

Plan of Subdivision of Lot 1 DP1155727
Covered by Subdivision Certificate
No. 27 of 2013

Part 2 (continued)

In these restrictions "relevant owners" shall mean Charina Pty Ltd, Topglove Pty Ltd and Kohli Pty Limited their successors, nominees or assigns other than purchasers on sale.

"The plan" shall mean the plan of subdivision to which this instrument relates and upon registration of which these restrictions are created.

NAME OF PERSON empowered to release, vary or modify the Restriction on the Use of Land ninthly and tenthly referred to in the abovementioned plan:

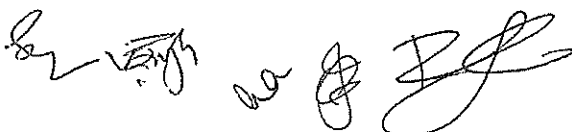
Charina Pty Ltd, Topglove Pty Ltd and Kohli Pty Limited for such period as any of the relevant owners are the registered proprietors of any lot in the plan or any land immediately adjoining the land in the plan whichever is the later. Such right may be exercised by Charina Pty Ltd, Topglove Pty Ltd and Kohli Pty Limited without the consent of any other party and without regard to the fact that the owner or owners of any lot or lots in the plan may wish to preserve the terms of these restrictions. In exercising its discretion to so release, vary or modify these restrictions Charina Pty Ltd, Topglove Pty Ltd and Kohli Pty Limited will not be liable for damages to any person claiming any interest in any lot in the plan.

These restrictions on use shall lapse and be of no effect after 31st December 2030.

Terms of Easement eleventhly referred to in the abovementioned plan:

Easement to drain water as set out in Part III of Schedule VIII of the Conveyancing Act, 1919, as amended with the following additions:-

- a) The flow path for overland stormwater runoff from upstream properties and Camden Council's Road Reserve shall not be allowed to fall into disrepair within the site of the subject Easement to Drain Water and Overland Flow Path.
- b) No obstruction or interference of any kind is to be erected, placed, created or performed so as to inhibit the flow of water across the site of the subject Easement to Drain Water and Overland Flow Path, except where previously approved during the original construction of the overland flow path.
- c) Changes to approved levels and/or construction of walls and landscaping with the site of the subject Easement to Drain Water and Overland Flow Path shall not be permitted unless approved by Camden Council.
- d) Trees or shrubs shall not be planted within the site of the subject Easement to Drain Water and Overland Flow Path.
- e) Any fencing constructed across the overland flow path shall not be allowed to fall into disrepair and shall not block the free passage of the surface flow of stormwater.



ePlan
(Sheet 8 of 9 Sheet)

Plan **DP1178501**

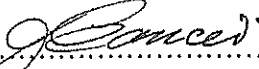
Plan of Subdivision of Lot 1 DP1155727
Covered by Subdivision Certificate
No. 27 of 2013

Part 2 (continued)

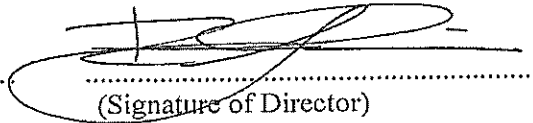
NAME OF AUTHORITY empowered to release, vary or modify the Easements firstly, secondly and eleventhly referred to and the Restriction on the Use of Land seventhly and eighthly referred to in the abovementioned plan:

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

Executed by Charina Pty Ltd, ACN 154 694 630 pursuant to Section 127(1)
Corporations Act 2001 and by authority of
the directors in the presence of:



.....
(Signature of Director)

JOSEPH CANCECA
.....
(Name of Director)


.....
(Signature of Director)

ROBERT CANCECA
.....
(Name of Director)

Executed by Topglove Pty Ltd, ACN 050 923 450 pursuant to Section 127(1)
Corporations Act 2001 and by authority of
the directors in the presence of:

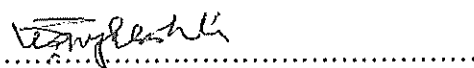

.....
(Signature of Director)

SUSHIL KUMAR ANAND
.....
(Name of Director)


.....
(Signature of Director)

ALKA ANAND
.....
(Name of Director)

Executed by Kohli Pty Limited, ACN 257 320 331 pursuant to Section 127(1)
Corporations Act 2001 and by authority of
the directors in the presence of:


.....
(Signature of Sole Director/Secretary)

KANWARNEEP KOHLI
.....
(Name of Sole Director/Secretary)

Plan DP1178501

Plan of Subdivision of Lot 1 DPI155727
Covered by Subdivision Certificate
No. 27 of 2013

Part 2 (continued)

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to
Power of Attorney Book ~~4613~~ No. ~~641~~ in the presence of:
4640 572

Raymond Simmonds
Signature of Witness

Raymond Simmonds
(Name of Witness)
C/- Endeavour Energy
51 Huntingwood Drive,
HUNTINGWOOD NSW 2148

Geoff Riethmuller
Signature of Attorney

NAME: Geoff Riethmuller
POSITION: Network Property Mgr
DATE OF EXECUTION: 14-5-2013
REFERENCE: URS 12958

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 Folio: 410 by
JOHN LESLIE BRYANT
who certifies that he/she is a
Senior Manager/ Manager
and that he/she has not received
notice of revocation of that Power.

John Bryant
Signature of Attorney
In the presence of
John Bryant
Signature of Witness
Sub RL 14 CHN
Print name of Witness
13/25 Media Place 18/242 Pitt Street
SYDNEY NSW 2000
A of Witness

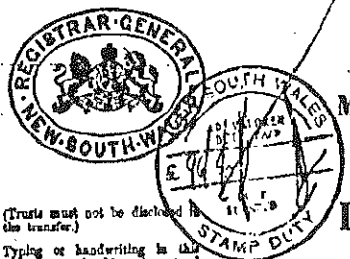
Approved by the CAMDEN COUNCIL A Maguire

REGISTERED 25.7.2013

FR/2003

H 873840

19 SEP 1961 THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 1201 SE No. 4 PH 2124
 New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)



CAMDEN PARK ESTATE PTY. LTD.

(Trusts must not be disclosed in the transfer.)
 Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and permanent black non-copying ink.

19 SEP 1961
 Lodgment 1
 Endorsement 1
 Certificate 2

1.9.61
 4.9.61

(herein called transferor)
 being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Seven thousand six hundred and fifty pounds

(£ 7,650.0.0 (the receipt whereof is hereby acknowledged) paid to it by
WILLIAM RICHARD MAY

do hereby transfer to

WILLIAM RICHARD MAY of Home Highway, South Camden, Carpenter
 (herein called transferee)

ALL such its Estate and Interest in ALL the land mentioned in the schedule following:—

| County. | Parish. | Reference to Title. | | | Description of Land (if part only). |
|---|---------|---------------------|------|------|---|
| | | Whole or Part. | Vol. | Fol. | |
| Camden | Camden | Part | 7002 | 221 | Lot 8 shown in Deposited Plan No. 205161s |
| Excluding nevertheless the reservation hereinafter contained. | | | | | |

* Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot ... of P.P. ..." or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. ... Fol. ...".
 Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

16357RP1

16357RP1

1635

And the transferee covenant(s) with the transferor⁴

EXCEPTING AND RESERVING to the Transferor and its successors in title mines veins seams and beds of coal and other minerals lying and being under the land hereby transferred together with full and free right and liberty to the Transferor and its successors in title as appurtenant to the coal and other minerals in and under the residue of the land comprised in the said Certificate of Title Volume 7002 Folio 221 without entering upon the surface of the land hereby transferred to pass and repass and search for win carry away and convey the coal and other minerals hereby reserved and the minerals in and under the said residue of land and to drive adits lay pipes construct railways and make aqueducts and water courses use any necessary machinery and carry on any other necessary mining operations in and through the said land hereby transferred nevertheless making reasonable compensation for any damage or subsidence which may be occasioned to the surface of the said land or to any part thereof or to any place thereon by reason of the exercise of all or any of the powers hereinbefore reserved.

AND the Transferee covenants with the Transferor that no fence shall be erected on the property hereby transferred to divide it from the adjoining land of the Transferor without the consent of the Transferor its successors and assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND it is hereby agreed -

- (a) The land which is subject to the burden of this covenant and restriction is the land hereby transferred.
- (b) The land to which the benefit of this covenant is appurtenant is the residue of the land in the said Certificate of Title.
- (c) This covenant may be released varied or modified by the Transferor its successors and assigns.

⁴Strike out if not a covenant or not to be made.

(i) if any covenants are to be varied or any exceptions to be made; or

(ii) if the statutory covenants in effect by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919 1934.

16357RP1

of Easement for Transmission Line created by N.R. F174253 W. 20. 1. 6

ENCUMBRANCES, &c., REFERRED TO.*

Reservations contained in Crown Grant

* A very short note will suffice.

16357RP1

16357RP

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed by the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 104 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

- (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Part, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Magistrate of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Agent, or Chief Secretary of such part, or such other person as the Chief Justice of New South Wales may appoint.
- (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
- (c) in any foreign place by signing or acknowledging before:
 - (i) a British Consular Officer (which includes a British Ambassador, Extraordinary Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Consul Agent and Acting Consular Agent); (ii) an American Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Consul-General, Charge d'Affaires, Consul, or Secretary of an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the Chief Justice may appoint.

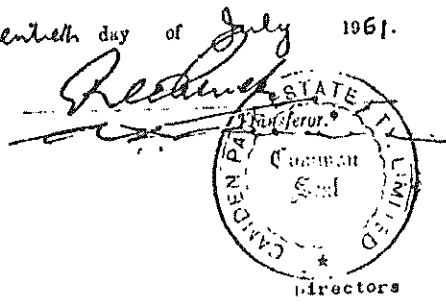
Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument is to be signed or acknowledged before one of the parties.

Signed at Sydney the seventeenth day of July 1961.

Signed in my presence by the transferor
 WHO IS PERSONALLY KNOWN TO ME

THE COMMON SEAL OF CAMDEN PARK ESTATE PTY. LIMITED was hereunto affixed by the authority of a resolution of the Board of Directors in the presence of two Directors whose signatures appear opposite hereto and in the presence of:



John H. Mackenzie
 Secretary

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

Signed in my presence by the transferee
 WHO IS PERSONALLY KNOWN TO ME

John H. Mackenzie
 Law Clerk
 Sydney

W.R. May
 Transferee(s)

MEMORANDUM AS TO NON REVOCATION OF POWER OF ATTORNEY.
 (To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____ 1961.

Signed in the presence of - _____

CERTIFICATE OF J.P. &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at Sydney, the 21st day of August, one thousand nine hundred and sixty one and declared that he personally knew William Richard May the person signing the same, and whose signature thereto he has attested; and that the same purporting to be such signature of the said William Richard May is his own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

W. Taylor J.P.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non revocation on back of form signed by the attorney before a witness.

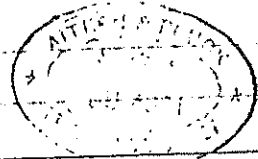
† N.B. - Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person guilty or negligently certifying liable to a penalty of £50, also to damages recoverable by parties injured. Assurances by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument is a mortgage, or a liability on the party taking under it. When the first instrument contains some special covenant by the Transferee or is subject to a mortgage, easement or lease, the Transferee must accept personally.

No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

16357P

H 873840

LODGED BY _____



No. _____

FEE'S.

- The Fees, which are payable on lodgment, are as follows:-
- (a) 25 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise 12 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 - (b) A supplementary charge of 10s. is made in each of the following:-
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
 - (c) Where a new Certificate of Title must have the scale charges are:-
 - (i) 22 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) 22 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved when more than one simple diagram, or an extensive diagram will appear.
 (Where the engrossing exceeds 15 folia, an amount of 5s. per folium, extra fee is payable.)

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

- | | |
|----------|-----------------------|
| 1. _____ | } Received Docs. Nos. |
| 2. _____ | |
| 3. _____ | } Receiving Clerk |
| 4. _____ | |
| 5. _____ | |
| 6. _____ | |

PARTIAL DISCHARGE OF MORTGAGE.
 (N.B.—Before execution read marginal note.)

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

who is personally known to me.

Mortgagee

| | |
|-----------------------|--|
| INDEXED | MEMORANDUM OF TRANSFER <i>id. all kind of land etc. by with certain rights Subject to covenant.</i> |
| Checked by | Particulars entered in Register Book, Volume <i>7002</i> — Folio <i>221</i> |
| Passed (in S.D.B.) by | the <i>11th</i> day of <i>May</i> 19 <i>1921</i> |
| Signed by | <i>minutes past 3 o'clock in the afternoon.</i> <i>Janetson</i> Registrar |



PROGRESS RECORD

| | Initials. | Date. |
|-----------------------|-----------|-------|
| Sent to Survey Branch | | |
| Received from Records | | |
| Draft written | | |
| Draft examined | | |
| Diagram prepared | | |
| Diagram examined | | |
| Draft forwarded | | |
| Supt. of Engravers | | |
| Cancellation Clerk | | |

LEAVE THESE COPIES FOR DEPARTMENTAL USE.

16357RP

Form: 13RVP
Release: 2.0
www.lands.nsw.gov.au

**RESTRICTION ON
USE OF LAND VESTI
PRESCRIBED AUTHO**



AE272745X

New South Wales

Section 88D(3) Conveyancing Act 1919

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

| |
|----------|
| 1/606949 |
|----------|

(B) LODGED BY

| | | |
|-------------------------|---|------|
| Document Collection Box | Name, Address or DX and Telephone | CODE |
| 813E | Crown Solicitor's Office DX 19 Sydney Telephone: 8224 5345 LLPN: 123589U Reference: 200802147 GAD | R |

(C) PRESCRIBED AUTHORITY

| |
|-------------------------------------|
| MINISTER FOR EDUCATION AND TRAINING |
|-------------------------------------|

(D) The prescribed authority, being the registered proprietor of the above land, applies to have a recording made in the Register of a restriction on the use of land affecting the above land the terms of which are set out in a true copy of the relevant order dated _____ annexed hereto and marked **A** and certifies that no person or corporation has acquired an interest in the above land.

DATE _____

(E) I certify that an authorised officer of the prescribed authority, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the prescribed authority.

Signature of witness:

Name of witness:

ROBERT SANDERS

Address of witness:

LEVEL 13, 55 MARKET ST
SYDNEY

Signature of authorised officer:

Name:

R Masterton
Manager
Sites & Office Accommodation
Department of Education & Training

Position:

Signed by me Ray Masterton as delegate of the Minister for Education and Training pursuant to Section 125 of the Education Act 1990 and I hereby certify that I have no notice of the revocation of such delegation.

Annexure A to RESTRICTION ON THE USE OF LAND VESTED IN A PRESCRIBED AUTHORITY

Parties:

Minister for Education and Training

Dated

ORDER

ORDER made the *25th* day of *September* 2008 by THE HONOURABLE Verity Firth Minister for Education and Training for the State of New South Wales IN PURSUANCE of Section 88D(2) of the Conveyancing Act 1919.

I, the Minister for Education and Training do, by this my Order, make an Order that the land described in Schedule One hereto be subject to a Restriction, particulars of which are specified in Schedule Two hereto. The prescribed authority in which the land is vested is the Minister for Education and Training.

Signed by me *Raymond Masterton* as delegate of the Minister for Education and Training, Verity Firth pursuant to Section 125 of the Education Act 1990 and I hereby certify that I have no notice of revocation of such delegation.



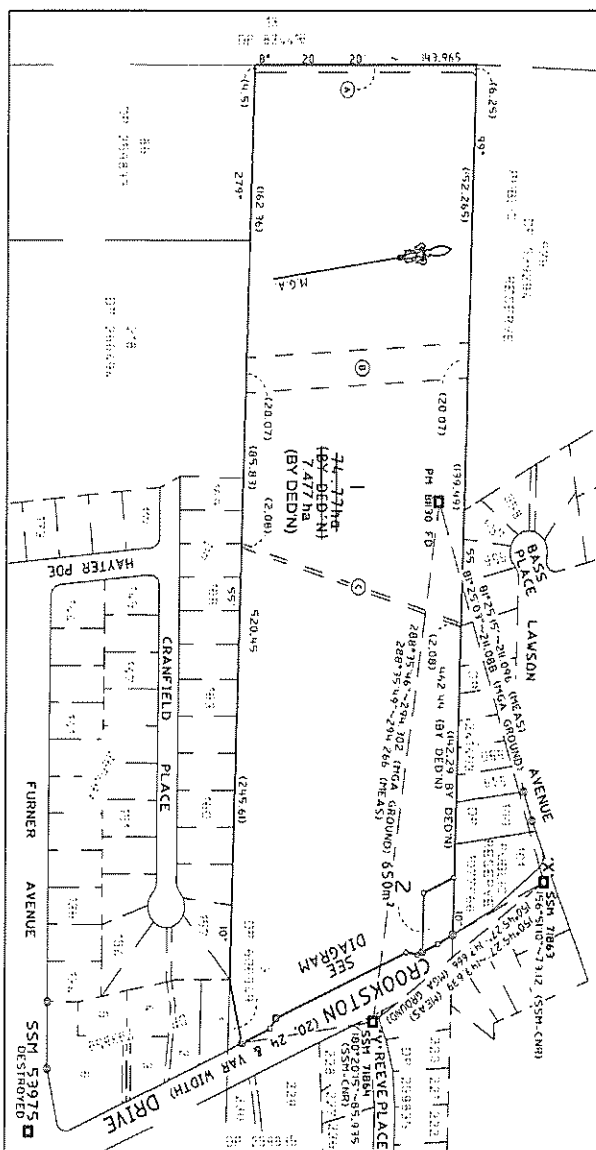
as delegate of Verity Firth
Minister for Education and Training

SCHEDULE ONE

ALL THAT piece or parcel of land located at Benkennie in the Local Government Area of Camden Parish of Camden County of Camden being Lot 1 in Deposited Plan 606949 and being the whole of the land comprised in Certificate of Title (Folio Identifier) 1/606949.

SCHEDULE TWO

A Restriction on the use of the land that the land and improvements located thereon described in Schedule One hereto will not be used for the purposes of a school which is not a "government school" as that expression is defined by Section 3 of the Education Act 1990.



SCHEDULE OF SHORT & CURVED BOUNDARIES

| No. | BEARING | DISTANCE | ARC | RADIUS |
|-----|------------|----------|--------|---------|
| 1 | 79°43'00" | 17.045 | 17.475 | 167.64 |
| 2 | 89°20'00" | 3.56 | - | - |
| 3 | 113°30'00" | 3.56 | - | - |
| 4 | 198°04'00" | 3.56 | - | - |
| 5 | 159°44'00" | 10.79 | - | - |
| 6 | 164°28'45" | 11.275 | - | - |
| 7 | 164°28'45" | 7.21 | - | - |
| 8 | 198°04'50" | 7.21 | - | - |
| 9 | 130°47'50" | 7.21 | - | - |
| 10 | 179°22'00" | 3.16 | - | - |
| 11 | 209°28'58" | 3.16 | - | - |
| 12 | 239°28'58" | 3.16 | - | - |
| 13 | 266°35'00" | 32.575 | 32.775 | 177.665 |

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CL 35(1)(b) & CL 46(2)

| MARK | N.G.A. CO-ORDINATES | CLASS ORDER | METHOD | ORIGIN |
|----------|---------------------|-------------|--------|----------------|
| PH BR30 | 6 226 103,026 | B | 2 | FROM SCMS SCMS |
| SM 71663 | 6 226 174,512 | B | 2 | FROM SCMS SCMS |
| SM 71664 | 6 226 009,175 | B | 2 | FROM SCMS SCMS |

SOURCE: N.G.A. CO-ORDINATES ADAPTED FROM S.C.M.S. AT 11/17/2010
 COMBINED SCALE FACTOR 1.000117 ZONE 56

- Ⓐ EXISTING EASEMENT FOR WATER SUPPLY PURPOSES 4.5 MIDE (WIDE DP 110761).
- Ⓑ EXISTING EASEMENT FOR TRANSMISSION LINE 20 MIDE (WIDE 163246) (SEE DP 636134).
- Ⓒ EXISTING EASEMENT FOR UNDERGROUND PIPES 2 MIDE (WIDE 163246) (SEE DP 636134).

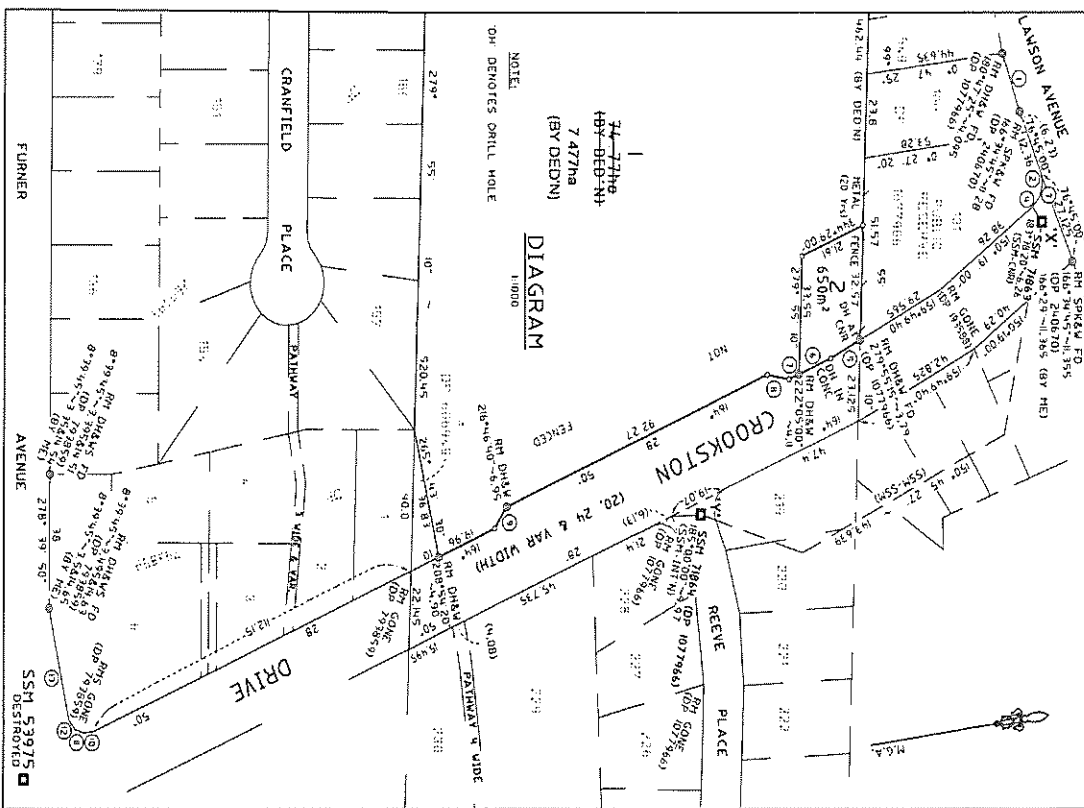
Surveyor NATHAN DAVID GREEN
 Date of Survey 22/03/2010
 Surveyors Ref: 769133101
 2010NF10013341 PARTIAL SURVEY

PLAN OF SUBDIVISION OF LOT 1 IN DP 606949.

LGA CAMDEN
 Locality CAMDEN SOUTH
 Subdivision No 14/2011
 Lengths are in metres Reduction Ratio 1:2000

Registered
 29.7.2011

DP1155727



PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

| DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 1 of 1 sheet(s) |
|---|--|-----------------------|
| <p>SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMMENDED, IT IS INTENDED TO CREATE:</p> <p>1 RESTRICTION ON THE USE OF LAND</p> <p>Signed by me _____ as delegate of the Minister for Education and Training pursuant to section 125 of the Education and Further Education Act 1990 and I hereby certify that I have no notice of the revocation of such delegation.</p> <p>Signed by me <u>Hugo Harmsbr</u> as delegate of the Minister for Education and Training pursuant to Section 125 of the Education Act 1990 and I hereby certify that I have no notice of the revocation of such delegation.</p> <p style="text-align: right;"><i>[Signature]</i> 5/5/11</p> <p>If space is insufficient use PLAN FORM 6A annexure sheet</p> | <p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1155727</h1> <p style="text-align: right;">Office Use Only</p> <p>Registered: 29.7.2011</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> <hr/> <p>PLAN OF SUBDIVISION OF LOT 1 IN DP 606949.</p> <hr/> <p>LGA: CAMDEN</p> <p>Locality: SOUTH CAMDEN</p> <p>Parish: CAMDEN</p> <p>County: CAMDEN</p> <hr/> <p style="text-align: center;">Survey Certificate</p> <p>I, ...NATHAN DAVID GREEN.....</p> <p>of ...LEAN & HAYWARD PTY LTD.....</p> <p>a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: ...22/03/2010.....</p> <p>The survey relates toLOT 1 IN DP 606949.....</p> <p>(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)</p> <p>Signature <u>[Signature]</u> Dated: <u>28/1/11</u></p> <p>Surveyor registered under the Surveying and Spatial Information Act 2002</p> <p>Datum Line:X.....Y.....</p> <p>Type: Urban</p> <hr/> <p style="text-align: center;">Plans used in the preparation of survey/compilation</p> <p style="text-align: right;">DP606949 DP 1077966 DP240670 DP793859</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed <u>SUBDIVISION</u> set out herein (insert 'subdivision' or 'new road')</p> <p><u>[Signature]</u> * Authorised Person/ General Manager/ Accredited Certifier</p> <p>Consent Authority: <u>CAMDEN COUNCIL</u></p> <p>Date of Endorsement: <u>14 APRIL 2011</u></p> <p>Accreditation no: _____</p> <p>Subdivision Certificate no: <u>14/2011</u></p> <p>File no: <u>DA 50312010</u></p> <hr/> <p style="text-align: center;">If space is insufficient use PLAN FORM 6A annexure sheet</p> | |
| <p>* Strike through inapplicable parts.</p> <p style="text-align: right;">Surveyor's Reference: 76913.03.L01'2010M7100(334)PARTIAL SURVEY'</p> | | |

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

(Sheet 1 of 2 sheets)

Plan: **DP1155727**

Plan of Subdivision of Lot 1 in DP 606949.
dated the 22nd day of March 2010. CS 14/2011

Full name and address of the owner of the land:

~~NSW Department of Education & Training
Asset Management Directorate~~ MINISTER FOR EDUCATION
Level 4, 35 Bridge Street
SYDNEY NSW 2000
ABN: 40 300 173 822

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities. |
|---|---|-------------------------------|--|
| 1 | Restriction on the use of land | 1 & 2 | Camden Council |

Part 2 (Terms)

1. Terms of Restriction(s) on the use of land referred to in the abovementioned plan;

No development shall be permitted on the lot hereby burdened unless development consent is granted by Camden Council.

Name of Authority empowered to release, vary or modify the Restriction on the Use of Land referred to in the abovementioned plan;

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

Signed by me *Hugo Harmstorf* as delegate of the Minister for Education pursuant to Section 125 of the Education Act 1990 and I hereby certify that I have no notice of the revocation of such delegation.

C. McIntyre 27.06.11
.....
CAREY MCINTYRE
DIRECTOR, DEVELOPMENT & ENVIRONMENT
CAMDEN COUNCIL

[Handwritten signature] 5/5/11 *[Handwritten signature]*

CM

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

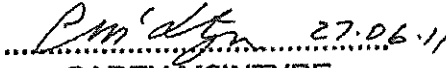
(Sheet 2 of 2 sheets)

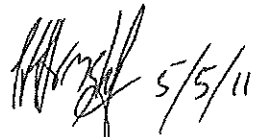
Plan: **DP1155727**

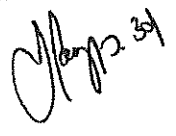
Plan of Subdivision of Lot 1 in DP 606949,
dated the 22nd day of March 2010. CS14/2011



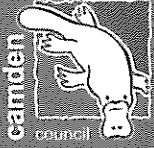
Signed by me Hugo Warmstorf as delegate of the Minister for Education pursuant to Section 125 of the Education Act 1990 and I hereby certify that I have no notice of the revocation of such delegation.


..... 27.06.11
CAREY MCINTYRE
DIRECTOR, DEVELOPMENT & ENVIRONMENT
CAMDEN COUNCIL

 5/5/11

 31





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

APPLICANT: Conveyancing At The Exchange
PO Box 784
NARELLAN NSW 2567

Certificate number: 20201415
Receipt number: 99999
Certificate issue date: 08/04/2020
Certificate fee: \$53.00
Applicant's reference: 105
Property number: 1162869

DESCRIPTION OF PROPERTY

Land Description: LOT: 31 DP: 1178501
Address: 25 Saunders Road CAMDEN SOUTH 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. 1979



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.
- (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).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

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 33 - Hazardous and Offensive Development
- 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 (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 (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences) 2018

SEPP (Primary Production and Rural Development) 2019

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

DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

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

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

DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

No.

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Exempt and Complying Development Codes) Housekeeping Amendment 2008

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Short Term Rental Accommodation) 2019

SEPP (Infrastructure) Amendment (Emerging Electricity Infrastructure) 2019

SEPP (State and Regional Development) Amendment (Water Treatment Plants) 2020

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.

DEVELOPMENT CONTROL PLANS

Camden Development Control Plan 2019, as amended

2/2A. ZONING AND LAND USE UNDER RELEVANT LEPS 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. ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

Objectives of zone

- * To provide for the housing needs of the community within a low density residential environment.
- * To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- * To allow for educational, recreational, community and religious activities that support the wellbeing of the community.
- * To minimise conflict between land uses within the zone and land uses within adjoining zones.

B. Permitted without consent

Home occupations.

C. Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Medical centres; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item B or D

D. Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Mortuaries; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating 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

No.

F. Whether the land includes or comprises critical habitat



No.

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

No.

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

No.

3. COMPLYING DEVELOPMENT

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE MEDIUM DENSITY HOUSING CODE

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

Note: The Low Rise Medium Density Housing Code does not apply to the Camden Local Government Area. Under Clause 3B.63 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, land within Camden Council is a deferred area. This clause ceases to have effect on 1 July 2020.

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

GREENFIELD HOUSING CODE

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



Note: 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.

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISION CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS



Not Applicable.

5. MINE SUBSIDENCE

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

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

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

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

No.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy:

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

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

LAND SLIP

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

BUSHFIRE

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

TIDAL INUNDATION



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

SUBSIDENCE

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

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

No.

(2) 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. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Camden Contributions Plan 2011

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.

No.

10. BIODIVERSITY STEWARDSHIP SITES

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

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

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES

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

No.

11. BUSH FIRE PRONE LAND

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

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



No.

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

Is there 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?

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

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

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

No.

18. PAPER SUBDIVISION INFORMATION

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

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

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Not Applicable.

19. SITE VERIFICATION CERTIFICATES

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

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



No.

20. LOOSE-FILL ASBESTOS INSULATION

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

No.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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.

A statement of:

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

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.

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*.

No.

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

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

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

No.



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

No.

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

No.

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

No.

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

No.

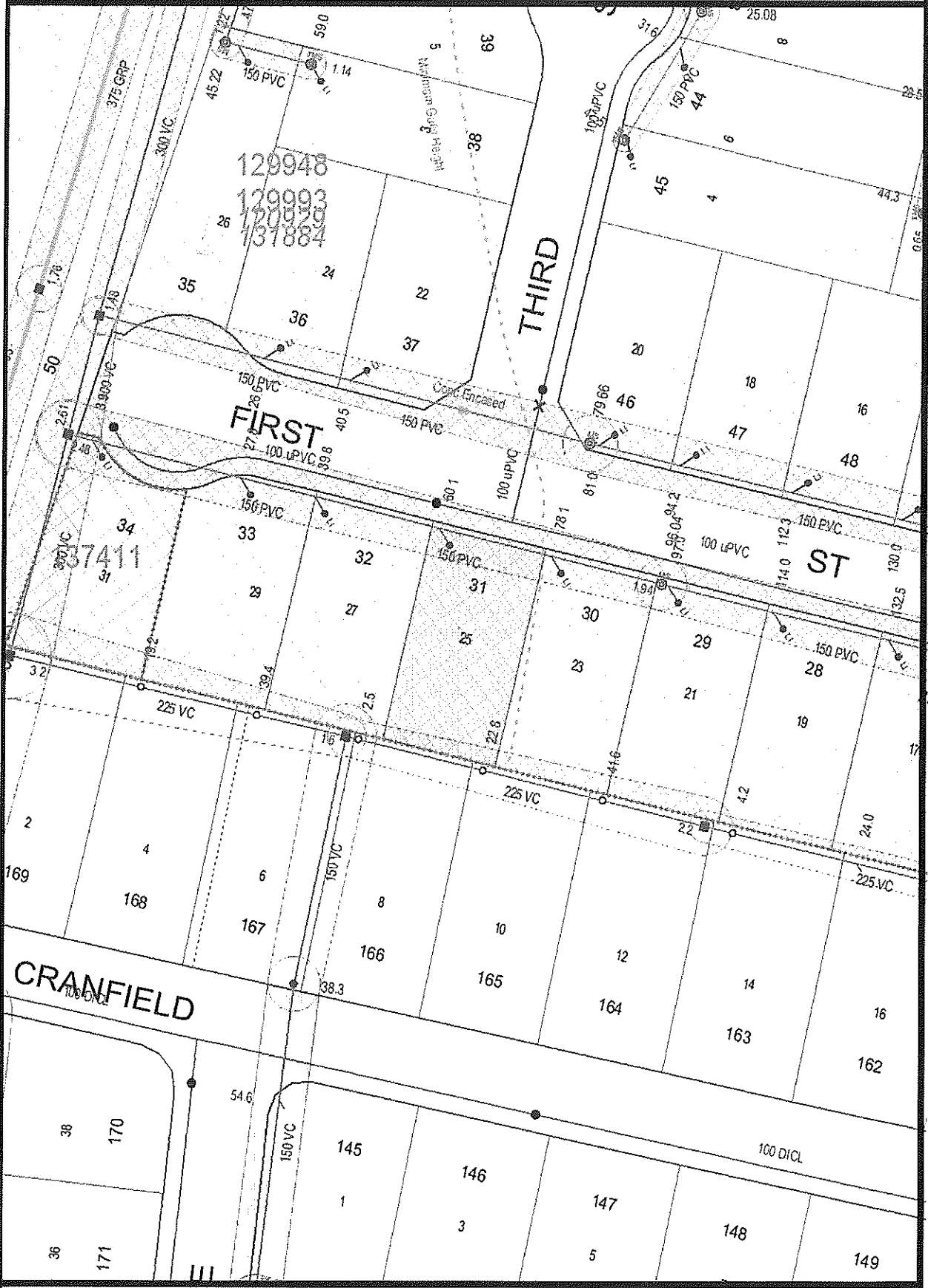
DISCLAIMER AND CAUTION

The information on zones, controls etc., given 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



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

Application: 10416895
Your Ref: 105

17 April 2020

**Property details: 25 Saunders Rd Camden South NSW 2570
LOT 31 DP 1178501**

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