

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Professionals Narellan PO Box 136, Narellan NSW 2567 Email: steve.diggins@professionalsnarellan.com.au	Phone: 0246230380 Fax: 0246814618 Ref: Steve Diggins
co-agent		
vendor		
vendor's solicitor	MLG Conveyancing Locked Bag 5001, Narellan NSW 2567 Email: jgalloway@mlgconveyancing.com.au	Phone: 02 4648 1411 Fax: 02 4648 1422 Ref: JKG:CL:10110460
date for completion	35 days after the date of this contract (clause 15)	
land (address, plan details and title reference)	132 Minorca Cct, Spring Farm NSW 2570 Lot 140 in Deposited Plan 1150507 Folio Identifier 140/1150507	
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 checked="" type="checkbox"/> other: Pergola	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds	<input 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 checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Air conditioning, Smoke detectors		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date		(if not stated, the date this contract was made)		

buyer's agent _____

vendor _____	GST AMOUNT (optional) The price includes GST of: \$ _____	witness _____
purchaser <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): PEXA no YES
- 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

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. 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:

<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 –

<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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within 3 months* of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within 3 months* of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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*.

Additional Provisions

1. INCONSISTENCY WITH PRINTED CONTRACT

If there is any inconsistency between the printed conditions and these Special Conditions then these Special Conditions shall prevail to the extent of any such inconsistency.

2. AMENDMENTS TO PRINTED CONDITIONS

The printed conditions shall be amended in the following manner:

- (a) Clause 16.5 "Plus another 20% of that fee" is deleted;
- (b) Clause 16.8 is amended to "If the vendor requires more than 5 settlement cheques, the vendor must pay \$5.00 for each cheque".
- (c) Clause 7.1.1 "5%" is deleted and replaced with 1%.
- (d) Clause 7.2.1 "10%" is deleted and replaced with 1%.

3. DEPOSIT

3.1 Release of Deposit

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 vendors to use as a;

- (a) Deposit on any property being purchased by the vendor in New South Wales; or
- (b) For the use by the vendor as stamp duty on any property being purchased by the vendors in New South Wales; or
- (c) For the use by the vendors 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 clause 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.

4. COMPLETION DATE

4.1 Completion Date

Completion of this Contract shall take place on the date specified on page one of this Contract ("the Completion Date").

4.2 Notice to Complete

- 4.2.1 If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by serving upon the other party a Notice to Complete the contract within fourteen (14) days from the date of service of such notice. The parties further agree that the period stipulated in such a notice shall be deemed to be sufficient to allow the parties to complete the contract provided that the said period is not less than fourteen (14) days.

4.2.2 Should it become necessary to issue a Notice to Complete an amount of three hundred and thirty dollars (\$330.00) (inclusive of GST) on account of legal costs incurred by the Vendor as a result of the delay.

4.3 Payment of Interest

The parties agree that it is an essential term of this Contract that, in the event that completion does not take place by the Completion Date by reason of the Purchaser not being ready, willing and able to complete then the Purchaser must pay Interest on the balance of Purchase Price to the Vendor on completion at the rate of ten percent (10%) per annum calculated on a daily basis from the Completion Date until the actual date of completion (inclusive of both days);

4.4 Genuine Pre-Estimate

The parties agree that the amounts referred to in Special Condition 4.3 represent a genuine pre-estimate of the liquidation damages likely to be suffered by the Vendor as a result of completion not taking place in accordance with the provisions of this Contract.

5. ACCEPTANCE OF PROPERTY

5.1 Purchaser's Acknowledgement as to Condition

The Purchaser acknowledges that it has satisfied itself as to, and is purchasing, the property:

- 5.1.1 In its present condition and state of repair;
- 5.1.2 Subject to all defects, latent and patent;
- 5.1.3 Subject to any infestation or dilapidation as regards to the improvements, furnishings and chattels;
- 5.1.4 Subject to all existing services (if any);
- 5.1.5 Subject to any restrictions or prohibition whether statutory or otherwise relating to the zoning of the Property, a permitted development thereon or the use to which the Property may be put.

5.2 No Objection Requisition or Claim

The purchaser will make no objection, requisition or claim for compensation, or delay settlement, in relation to any of the matters referred to in Special Condition 6.1. The Purchaser shall also not require the carrying out of work or expenditure of any money by the Vendor of or in respect of the Property or structures.

6. REPRESENTATIONS WARRANTIES AND ACKNOWLEDGEMENTS BY THE PURCHASER

6.1 Acknowledgements

The Purchaser hereby acknowledgements and agrees that:

- 6.1.1 It buys the Property relying on its own inspection knowledge and inquiries;

- 6.1.2 As at the date hereof the terms and conditions set out in this contract contain the entire agreement in relation to the Property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or brochures or statements made to it prior to the execution hereof.

6.2 Warranties

The Purchaser warrants that:

- 6.2.1 Unless otherwise stated in this Contract it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of the nature of fitness or suitability for any purpose of the Property or any financial return or income to be derived from the Property;
- 6.2.2 It has not been induced to enter into this Contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract; and
- 6.2.3 It has sought, or is aware of its right to seek, independent legal advice and is satisfied as to the obligations and rights of the Purchaser under this Contract, the nature of the Property and the purpose for which the Property may be lawfully used.

7. LIQUIDATION, BANKRUPTCY OR DEATH

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either part in law or in equity had this Special Condition not been included:

- 7.1 Should either party, being a natural person or persons shall die or become mentally ill then the other party shall be deemed to have an express right of rescission of this Contract and the provisions of Clause 19 shall apply; or
- 7.2 Should either party, or any one of them, being a natural person is declared bankrupt or enters into a scheme with, or makes any assignment for the benefit of, their creditors or trustee is appointed in respect of that person then the other party shall be deemed to be in breach of this contract in an essential and the provisions of Clause 9 shall apply; or
- 7.3 Should either party, being a corporation resolves to go into liquidation, or provisional liquidation, or have an application for its winding filed, presents or enters into any scheme or arrangement with its creditors, or should any liquidator receiver of official manager of it be appointed then the defaulting party shall be deemed to be in breach of this contract in an essential respect and the provisions of Clause 19 shall apply.

8. ENCUMBRANCES AND CAVEAT

8.1.1 Encumbrances

If a mortgage or caveat is recorded on the folio of the register of the Property the Purchaser must on completion accept a discharge of that mortgage or a withdrawal of caveat so far as it relates to the Property together with an allowance for registration fees.

8.1.2 Caveat

The Purchaser will not lodge a caveat with respect to the property nor with respect to any land in which the property forms part.

9. SELLING AGENT

The purchaser warrants that except for the agent or agents, if any, referred to in this Contract he has not been introduced to the Property or to the Vendor by any other estate agent or employee of another estate agent and agrees to indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty. This condition shall not merge upon completion.

10. REQUISITIONS ON TITLE

Attached hereto are Residential Property Requisitions on Title. These are the only approved form of requisitions on title that will be accepted and responded to.

11. SEWER DIAGRAM

The vendor advises that the only diagram held with regard to the property is the diagram annexed to the contract for sale.

The vendor has met its warranty requirements with regard to the diagram annexed hereto.

The purchaser will not delay, raise any requisition or claim or objection with regard to the non availability of any further diagram.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?



FOLIO: 140/1150507

SEARCH DATE	TIME	EDITION NO	DATE
1/3/2021	12:13 PM	3	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 140 IN DEPOSITED PLAN 1150507
AT SPRING FARM
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1150507

FIRST SCHEDULE

(T AF594548)

SECOND SCHEDULE (17 NOTIFICATIONS)

- 1 X794039 COVENANT
- 2 DP1142381 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 3 DP1142381 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 4 DP1142381 POSITIVE COVENANT
- 5 DP1142381 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 6 DP1150507 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 7 DP1150507 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1150507 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1150507 POSITIVE COVENANT
- 10 DP1150507 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 11 DP1150507 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 12 DP1150507 EASEMENT FOR SUPPORT 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1150507 EASEMENT FOR SUPPORT 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1150507 EASEMENT FOR SUPPORT 0.8 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

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

Capacity

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

Requisitions and transfer

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

10110460

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 1/3/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 140/1150507

PAGE 2

SECOND SCHEDULE (17 NOTIFICATIONS) (CONTINUED)

- 15 DP1150507 EASEMENT FOR CONSTRUCTION 0.9 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1150507 EASEMENT FOR CONSTRUCTION 0.9 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 AF594549 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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Received: 01/03/2021 12:13:51

RP 13
1985



STAMP DUTY



X794039

OFFICE OF STATE REVENUE
(N.S.W. TREASURY)
1980/09 P29
DULY STAMPED

TRANSFER
REAL PROPERTY ACT, 1900

T of 1 x
\$ 400,000

DESCRIPTION OF LAND Note (a)	Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
	IDENTIFIERS 1/558088 5/242250 7/242250 8/242250 16/242250	WHOLE	ELDERSLIE
TRANSFEROR Note (b)	THE COMMISSIONER FOR MAIN ROADS		

(the abovesaid TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 90,000.00 and transfers an estate in fee simple in the land above described to the TRANSFEREE

ESTATE Note (c)	TRANSFEREE Note (d)	OFFICE USE ONLY
	A.A. TEGEL PTY LIMITED	OVER
TENANCY Note (e)	as joint tenants/tenants in common	

PRIOR ENCUMBRANCES
Note (f) subject to the following PRIOR ENCUMBRANCES 1. _____
2. _____ 3. _____

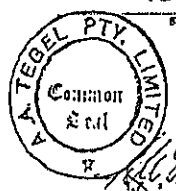
DATE 17th August 1988

EXECUTION
Note (g) I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900. Signed in my presence by the transferor who is personally known to me

J.A. Gordon
Signature of Witness
J.A. GORDON
Name of Witness (BLOCK LETTERS)
309 Corner of St Sydney - Clerk
Address and occupation of Witness

EXECUTED PURSUANT TO DELEGATION
LOCAL 2713 No. 472
A.A. Tegel
Signature of Transferor

Note (h) Signed in my presence by the transferee who is personally known to me
THE COMMON SEAL OF A.A. TEGEL PTY LIMITED
Signature of Witness
was hereunto affixed by authority of the
Name of Witness (BLOCK LETTERS)
Board of Directors in the presence of:
[Signature] Secretary
[Signature] Director Collector-Tax
MR. G. H. STOREY



TO BE COMPLETED BY LOGGING PARTY
Notes (i) and (j)

LOGGED BY	LOCATION OF DOCUMENTS			
	OT	OTHER		
STOREY & GOUGH BOX No. 784J		Herewith		
		In L.T.O. with		
		Produced by		
Delivery Box Number	Checked	Passed	REGISTERED	Secondary Directions
	015	EF15	-19	
OFFICE USE ONLY	Signed	Extra Fee	- 9 SEP 1988	Delivery Directions

RP 13
1985

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment by hand of the Land Titles Office.
 Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.
 Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing in the left hand margin.
 If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.
 If it is intended to create easements, covenants, &c., use forms RP13A, RP13B, RP13C as appropriate.
 Rule up all blanks.

The following instructions relate to the SIDE NOTES on the form.

- (a) Description of land.
 (1) TORRENS TITLE REFERENCE - For a manual reference insert the Volume and Folio (e.g., Vol 8514 Fol 128) - For a computer folio insert the folio identifier (e.g., 12/101924).
 (2) PARTIAL TRANSFER - If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.
 (3) LOCATION - Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Charters. If the locality is not shown, insert the Parish and County, e.g., Pt. Linnors Co. Russ.
 (b) Show the full name of the transferor(s).
 (c) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.
 (d) Show the full name, address and occupation or description of the transferee(s).
 (e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.
 (f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, lease, charge or writ to which this dealing is subject.
 (g) Execution.
 GENERALLY (1) Should there be insufficient space for the execution of this dealing, use an enclosure sheet.
 (2) The Certificate of Conveyance under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom witness is personally known.
 The witness for the transferee may sign the certificate on behalf of the transferee, the witness's name (not that of his/her firm) to be typewritten or printed adjacent to the signature. Any person lawfully or lawfully carrying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 ATTORNEY (1) If the transfer is executed by an attorney for the transferee/transferees pursuant to a regulated power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, i.e., 440 by his attorney (or receiver or assignee, see PROCEEDING BY ATTORNEY TO REGISTERED BOOK NO. 1).
 AUTHORITY (2) If the transfer is executed pursuant to an authority to sell (as specified in (1)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
 CORPORATION (1) If the transfer is executed by a corporation and/or seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his/her position (e.g., Director, secretary) in the corporation.
 (h) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
 (i) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. doc. for statutory declaration, plan for probate, LJA for letters of administration, &c.

OFFICE USE ONLY

LO 1341

FIRST SCHEDULE DIRECTIONS				
(1) FOLIO IDENTIFIER	(2) DIRECTION	(3) NAME		
1/558088	S	A.A. TEGEL PTY LIMITED		
5/242250				
7/242250				
8/242250				
10/242250				
SECOND SCHEDULE AND OTHER DIRECTIONS				
(1) FOLIO IDENTIFIER	(2) DIRECTION	(3) MOTION TYPE	(4) DEALING NUMBER	(5) DETAILS
1/558088	OFF	NB	X584969	
5/242250	ON	CV		
8/242250				
7/242250	ON	CV		
10/242250				
	CIT			7841

THIS IS COVENANT REFERRED TO IN TRANSFER BY THE COMMISSIONER
FOR MAIN ROADS TO A.A. TEGEL PTY LIMITED DATED THE
DAY OF 1988

AND the Transferee does hereby for the benefit of Lots 21, 22, 23, 24 and 25 in Deposited Plan 242250 (hereinafter called "the dominant tenement") covenant with the Transferor (in this covenant called "the Commissioner") and with the Council of the Municipality of Camden and so as to bind and burden Lots 5, 7, 8 and 10 in Deposited Plan 242250 and Lot 1 in Deposited Plan 558088 (hereinafter called "the servient tenement") that the Transferee will not without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

THE COMMON SEAL OF A.A. TEGEL PTY LIMITED
was hereunto affixed by authority of the
Board of Directors in the presence of:

J.H. Andrews
Secretary

Alb. Loughran
Director



IN WITNESS WHEREOF DELEGATION
.....

A. Batters

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 2 sheet(s)

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

IT IS INTENDED TO DEDICATE THE EXTENSION OF MINORCA CIRCUIT SUBJECT TO AN EASEMENT TO DRAIN WATER AND IT IS INTENDED TO DEDICATE BANDARA CIRCUIT AND GREENHILL STREET TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE THE PATHWAY 5 WIDE AND VARIABLE TO THE PUBLIC

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (D)
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND (E)
5. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (C)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. EASEMENT FOR CONSTRUCTION 0.9 WIDE (K)
10. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (L)
11. RESTRICTION ON THE USE OF LAND
12. POSITIVE COVENANT
13. RESTRICTION ON THE USE OF LAND

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

Crown Lands NSW/Western Lands Office Approval

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

Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate

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


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


 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: CAMDEN COUNCIL
 Date of Endorsement: 30th SEPTEMBER 2009
 Accreditation no:
 Subdivision Certificate no: 41 OF 2003
 File no: DA 1037/08 (2)

* Delete whichever is inapplicable.

DP1142381

Registered:  09.11.2009
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

LGA: CAMDEN
 Locality: SPRING FARM
 Parish: NARELLAN
 County: CUMBERLAND

Surveying Regulation, 2006

I, LARRY DEAN WARD of LEAN & HAYWARD PTY LTD PO BOX 232, CAMPBELLTOWN NSW 2560 a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 18th MAY 2009

The survey relates to Lots 94 - 137 inclusive. (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Date: 13/8/09
 Surveyor registered under the Surveying Act, 2002

Datum Line: "X" - "Y"
 Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 1121699
 DP 1135488

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

SURVEYOR'S REFERENCE: 76299.2A.L01.LP1B

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

DP1142381


Registered:  09.11.2009

Subdivision Certificate No: 41 of 2009

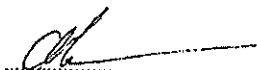
Date of Endorsement: 30th SEPTEMBER 2009

Executed by Mirvac Homes (NSW) Pty
Limited ACN 006 922 998

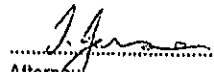
by the party's attorney pursuant to
power of attorney registered
Book 4548 No 707 who
states that no notice of revocation of the power
of attorney has been received in the presence
of:

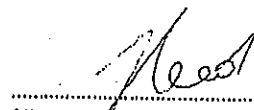

Witness

Chris Newman
Name of Witness (print)
60 Margaret St, Sydney
Asst Development Manager
Address and Occupation of Witness (print)


Witness

Chris Newman
Name of Witness (print)
60 Margaret St, Sydney
Asst Development Manager
Address and Occupation of Witness (print)


Attorney
TREVOR JENSEN
Name of Attorney (print)


Attorney
CRAIG WOOD
Name of Attorney (print)

* OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN OF SUBDIVISION OF LOT 103 DP 1121699
 Surveyor: LARRY DEAN WARD
 Date of Survey: 18/05/2009
 Surveyors Ref: 70269-2A101LPB
 SPERM
 RESERVE

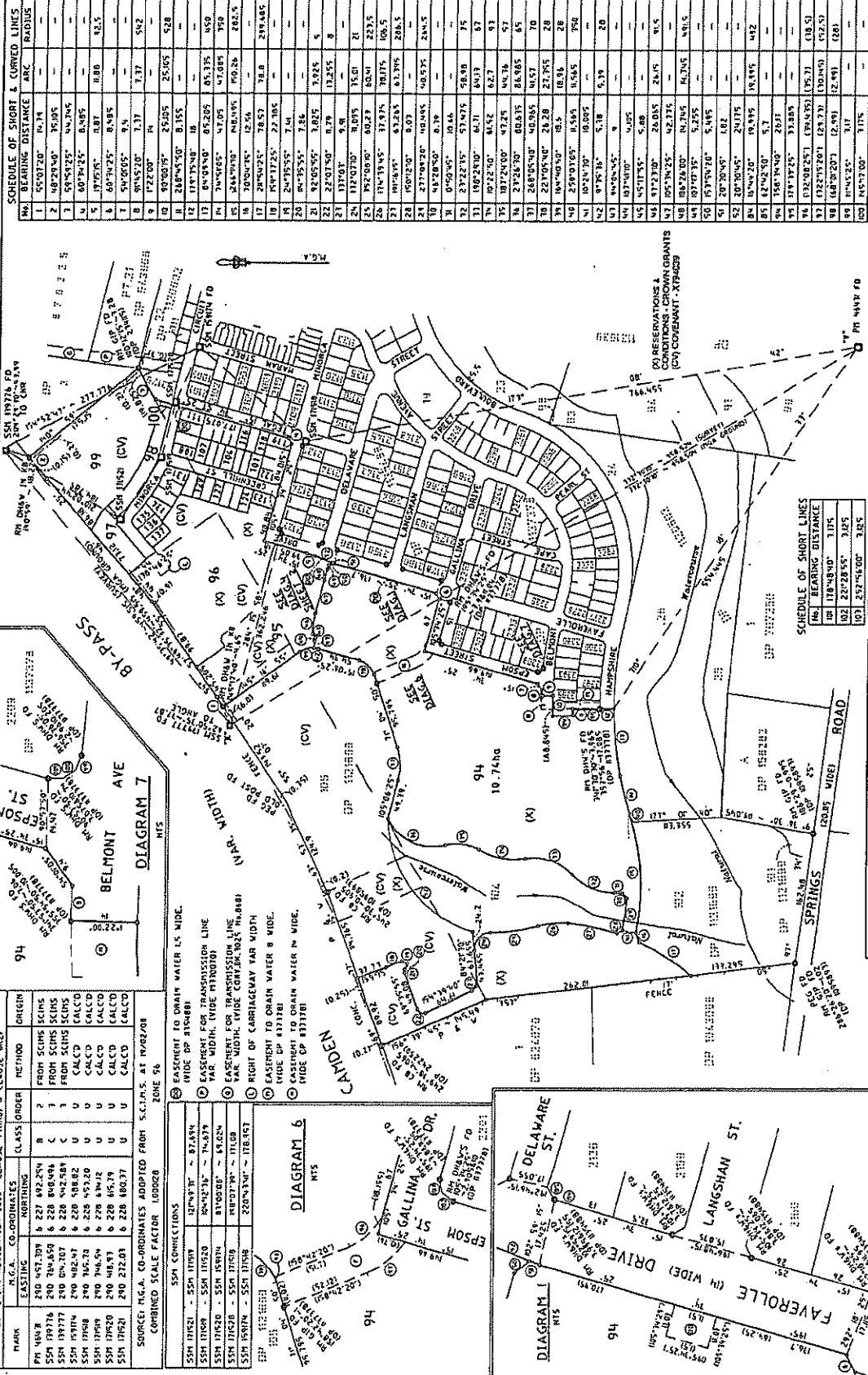
LCA: CAMDEN
 Locality: SPRING FARM
 Subdivision No: 41/2009
 Lengths are in metres. Nearest to 1:1000

Registered
 06-11-2009

DP1142381

SCHEDULE OF SHORT & CURVED LINES
 No. BEARING DISTANCE ARC RADIUS

SCHEDULE OF SHORT LINES
 No. BEARING DISTANCE
 01 178°48'00" 3.075
 02 221°28'55" 3.075
 03 252°54'00" 3.075



PLAN FORM 2 (A2)
 SURVEYING REGULATION 2006 CLASSIFICATION & CLASSIFICATION
 N.G.A. CO-ORDINATES NORTHINGS
 EASTINGS
 CLASS ORDER METHOD ORIGIN
 FROM SCHEMS SCHEMS
 FROM SCHEMS SCHEMS
 FROM SCHEMS SCHEMS
 CALC'D CALC'D
 CALC'D CALC'D
 CALC'D CALC'D
 CALC'D CALC'D
 SOURCE: N.G.A. CO-ORDINATES ADJUSTED FROM S.C.I.P.S. AT 19/02/08
 COMBINED SCALE FACTOR 1.00028
 ZONE 56
 SPM CONNECTIONS
 SPM 11921 - SPM 11919 20497.71 - 97.694
 SPM 11920 - SPM 11920 20497.71 - 74.674
 SPM 11921 - SPM 11921 81000.00 - 64.024
 SPM 11922 - SPM 11922 48407.97 - 111.00
 SPM 11923 - SPM 11923 22043.47 - 178.167
 SPM 11924 - SPM 11924 112.000
 SPM 11925 - SPM 11925 112.000

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

Surveyor: LARRY DEAN WARD
 Date of Survey: 18/05/2009
 Surveyors Ref: 70269-2A101LPB

LCA: CAMDEN
 Locality: SPRING FARM
 Subdivision No: 41/2009
 Lengths are in metres. Nearest to 1:1000

Registered
 06-11-2009

DP1142381

SCHEDULE OF SHORT & CURVED LINES
 No. BEARING DISTANCE ARC RADIUS

SCHEDULE OF SHORT LINES
 No. BEARING DISTANCE
 01 178°48'00" 3.075
 02 221°28'55" 3.075
 03 252°54'00" 3.075



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN OF SUBDIVISION OF LOT 103 DP 1121699
 Surveyor: LARRY DEAN WARD
 Date of Survey: 18/05/2009
 Surveyors Ref: 70269-2A101LPB
 SPERM
 RESERVE

LCA: CAMDEN
 Locality: SPRING FARM
 Subdivision No: 41/2009
 Lengths are in metres. Nearest to 1:1000

Registered
 06-11-2009

DP1142381

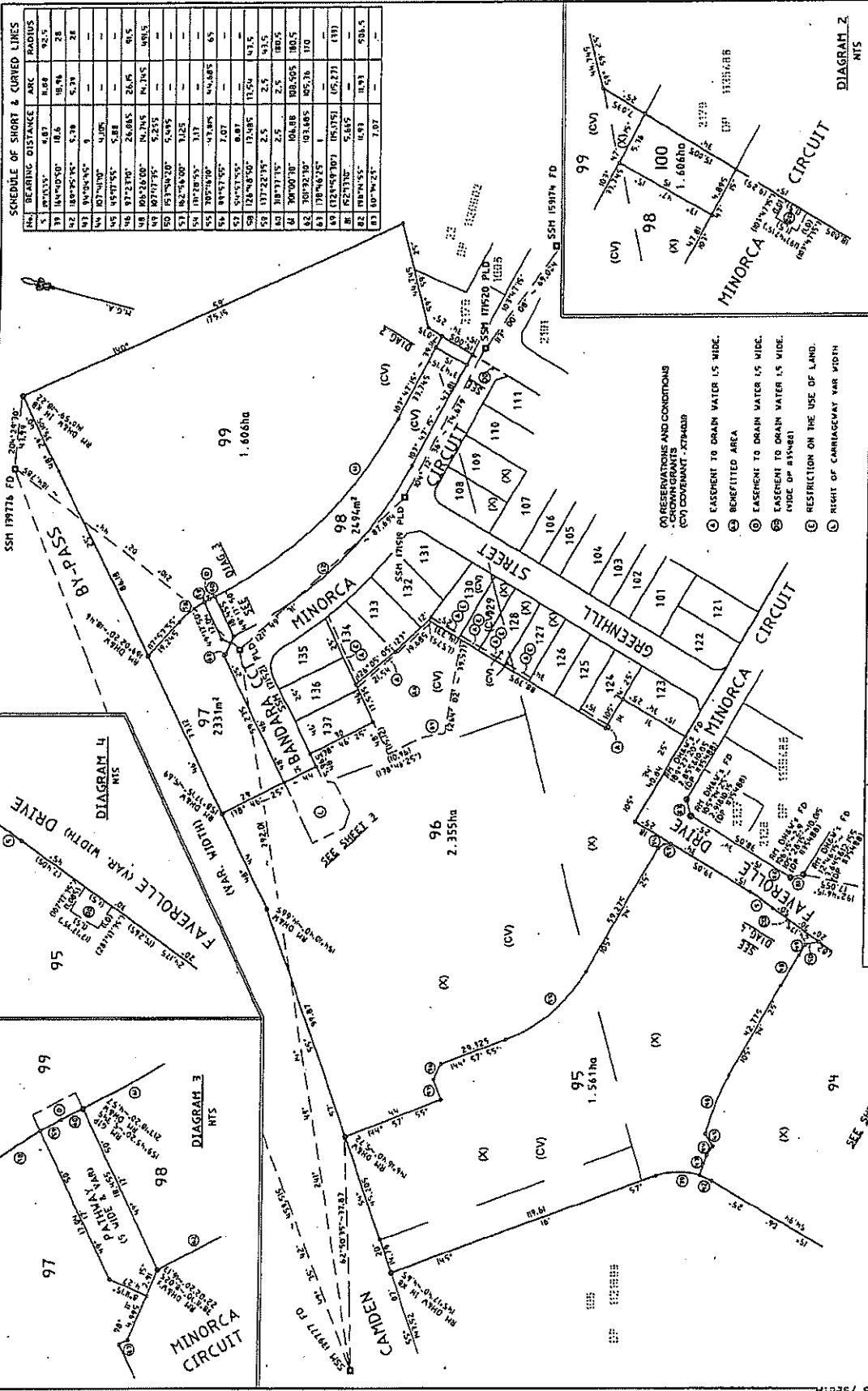
SCHEDULE OF SHORT & CURVED LINES
 No. BEARING DISTANCE ARC RADIUS

SCHEDULE OF SHORT LINES
 No. BEARING DISTANCE
 01 178°48'00" 3.075
 02 221°28'55" 3.075
 03 252°54'00" 3.075



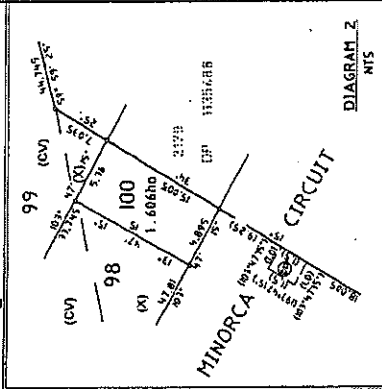
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 2 of 5 sheets



SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	S 87°03'35" W	4.87	18.8	92.5
2	S 87°03'35" W	18.6	18.6	28
3	S 87°03'35" W	5.39	5.39	28
4	S 87°03'35" W	5	5	28
5	S 87°03'35" W	5.88	5.88	28
6	S 87°22'49" W	24.885	24.885	86.5
7	S 87°22'49" W	18.285	18.285	90.5
8	S 87°22'49" W	5.255	5.255	28
9	S 87°22'49" W	5.885	5.885	28
10	S 87°22'49" W	1.025	1.025	28
11	S 87°22'49" W	7.07	7.07	28
12	S 87°22'49" W	0.87	0.87	28
13	S 87°22'49" W	11.595	11.595	97.5
14	S 87°22'49" W	2.5	2.5	97.5
15	S 87°22'49" W	2.5	2.5	97.5
16	S 87°22'49" W	104.88	104.88	100.5
17	S 87°22'49" W	103.185	103.185	110
18	S 87°22'49" W	105.175	105.175	111
19	S 87°22'49" W	5.885	5.885	28
20	S 87°22'49" W	10.91	10.91	89.5
21	S 87°22'49" W	7.07	7.07	28
22	S 87°22'49" W	11.595	11.595	97.5
23	S 87°22'49" W	2.5	2.5	97.5
24	S 87°22'49" W	2.5	2.5	97.5
25	S 87°22'49" W	104.88	104.88	100.5
26	S 87°22'49" W	103.185	103.185	110
27	S 87°22'49" W	105.175	105.175	111
28	S 87°22'49" W	5.885	5.885	28
29	S 87°22'49" W	10.91	10.91	89.5
30	S 87°22'49" W	7.07	7.07	28



- (M) RESERVATIONS AND CONDITIONS - CROWN GRANTS
- (CV) COVENANTS - FURNISHED
- (E) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (B) BENEFITTED AREA
- (D) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (F) EASEMENT TO DRAIN WATER 1.5 WIDE. (SIDE OF 35'x81')
- (L) RESTRICTION ON THE USE OF LAND.
- (R) RIGHT OF CARRIAGEWAY VAR WIDTH

Surveyor: LARRY DEAN WARD
 Date of Survey: 10/05/2009
 Surveyor's Ref: 76299-2A-L01-LPB

PLAN OF SUBDIVISION OF LOT 103 DP 1121889

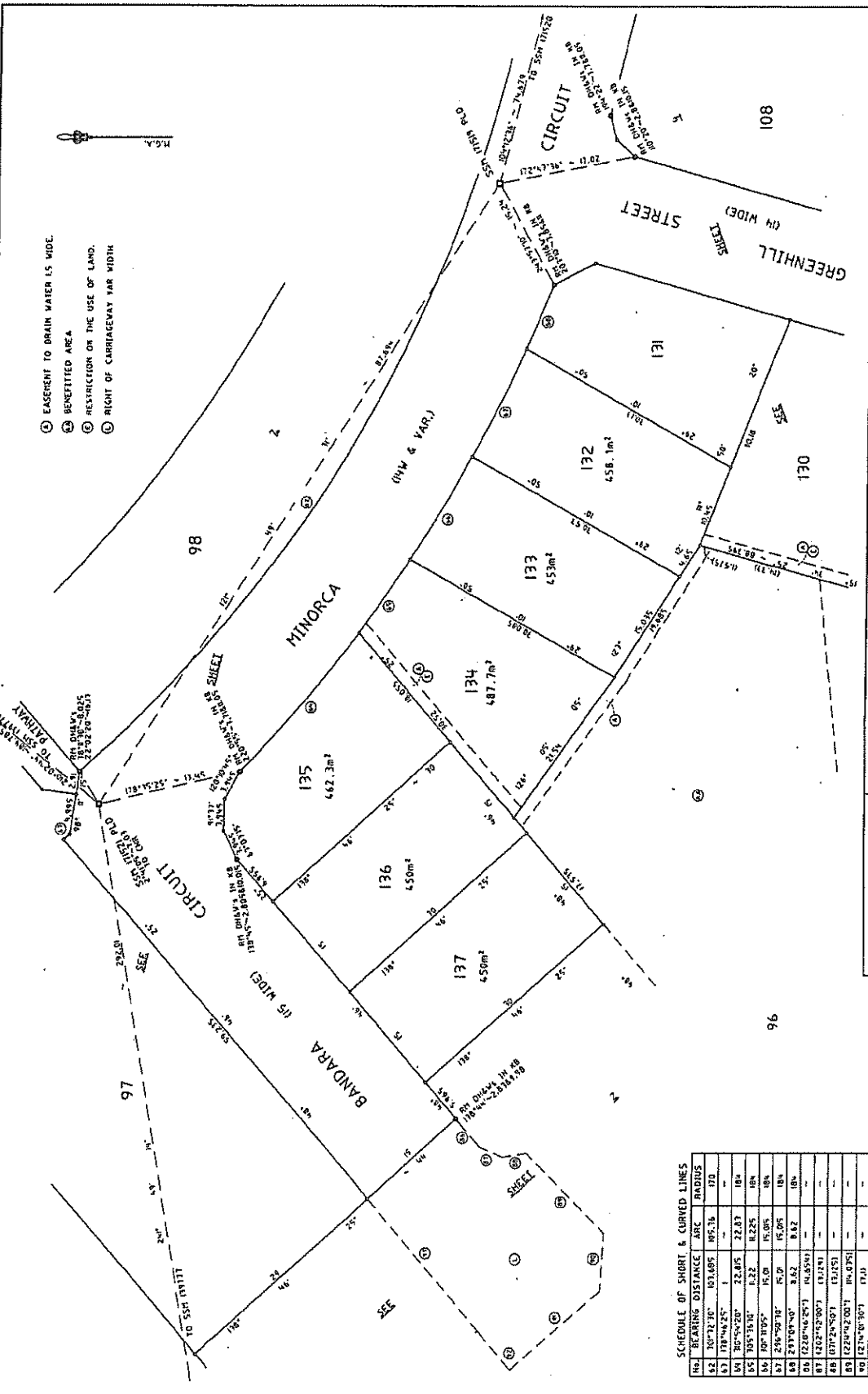
Locality: SPRING FARM
 Subdivision No: 412009
 Sample are in meters. Projection: UTM 1100E

Replacemts
 09.11.2009

DIAGRAM 2
 NTS

DP1142381

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF SHORT & CURVED LINES

NO.	BEARING	DISTANCE	ARC	RADIUS
82	30° 12' 30"	103.685	85° 34'	170
83	138° 48' 25"	1	—	—
84	365° 54' 20"	22.815	22.83	184
85	365° 35' 10"	12.22	12.225	184
86	30° 30' 05"	15.09	15.095	184
87	236° 59' 18"	15.09	15.095	184
88	233° 03' 40"	3.62	3.62	184
89	122° 02' 46.257"	0.6254	—	—
90	122° 02' 46.257"	0.6254	—	—
91	122° 02' 46.257"	0.6254	—	—
92	122° 02' 46.257"	0.6254	—	—
93	122° 02' 46.257"	0.6254	—	—
94	122° 02' 46.257"	0.6254	—	—
95	122° 02' 46.257"	0.6254	—	—
96	122° 02' 46.257"	0.6254	—	—
97	122° 02' 46.257"	0.6254	—	—
98	122° 02' 46.257"	0.6254	—	—
99	122° 02' 46.257"	0.6254	—	—
100	122° 02' 46.257"	0.6254	—	—
101	122° 02' 46.257"	0.6254	—	—
102	122° 02' 46.257"	0.6254	—	—
103	122° 02' 46.257"	0.6254	—	—
104	122° 02' 46.257"	0.6254	—	—
105	122° 02' 46.257"	0.6254	—	—
106	122° 02' 46.257"	0.6254	—	—
107	122° 02' 46.257"	0.6254	—	—
108	122° 02' 46.257"	0.6254	—	—
109	122° 02' 46.257"	0.6254	—	—
110	122° 02' 46.257"	0.6254	—	—
111	122° 02' 46.257"	0.6254	—	—
112	122° 02' 46.257"	0.6254	—	—
113	122° 02' 46.257"	0.6254	—	—
114	122° 02' 46.257"	0.6254	—	—
115	122° 02' 46.257"	0.6254	—	—
116	122° 02' 46.257"	0.6254	—	—
117	122° 02' 46.257"	0.6254	—	—
118	122° 02' 46.257"	0.6254	—	—
119	122° 02' 46.257"	0.6254	—	—
120	122° 02' 46.257"	0.6254	—	—
121	122° 02' 46.257"	0.6254	—	—
122	122° 02' 46.257"	0.6254	—	—
123	122° 02' 46.257"	0.6254	—	—
124	122° 02' 46.257"	0.6254	—	—
125	122° 02' 46.257"	0.6254	—	—
126	122° 02' 46.257"	0.6254	—	—
127	122° 02' 46.257"	0.6254	—	—
128	122° 02' 46.257"	0.6254	—	—
129	122° 02' 46.257"	0.6254	—	—
130	122° 02' 46.257"	0.6254	—	—
131	122° 02' 46.257"	0.6254	—	—
132	122° 02' 46.257"	0.6254	—	—
133	122° 02' 46.257"	0.6254	—	—
134	122° 02' 46.257"	0.6254	—	—
135	122° 02' 46.257"	0.6254	—	—
136	122° 02' 46.257"	0.6254	—	—
137	122° 02' 46.257"	0.6254	—	—

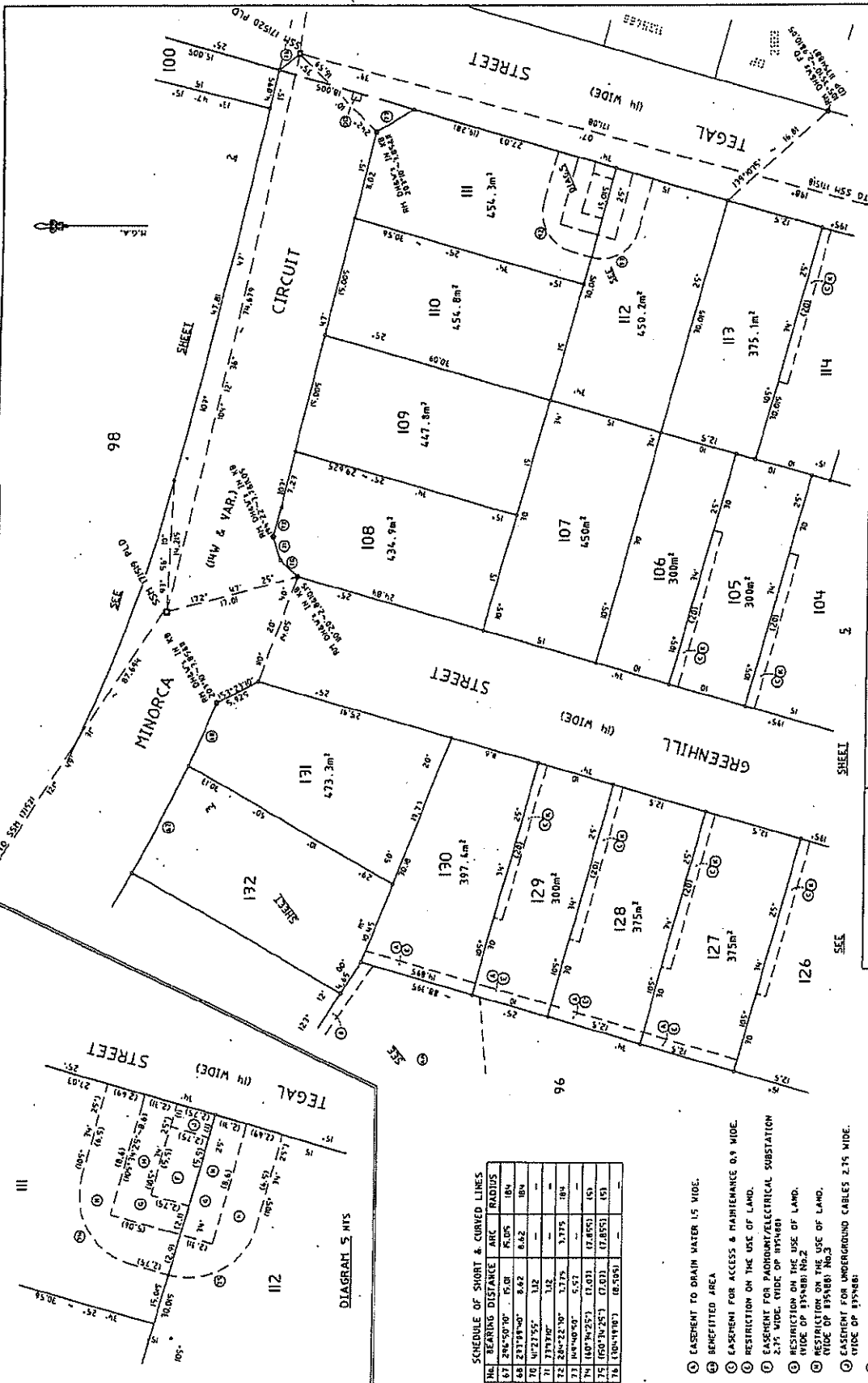
Surveyor: LARRY DEANWARD
 Date of Survey: 19/05/2009
 Surveyor's Ref: 75289.2A.L01.LP18

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

LGA: CAMDEN
 Locality: SPRING FARM
 Subdivision No: 470209
 Lamps on in meter, Radiation Risk 1300

Registered
 09.11.2009

DP1142381



SCHEDULE OF SHORT & CURVED LINES

LINE	BEARING	DISTANCE	ARC	RADIUS
67	294°50'30"	15.00	R:100	184
68	233°49'40"	8.62	R:62	184
70	0°27'55"	3.12	-	-
71	339°37'00"	3.42	-	-
72	28°22'30"	3.75	R:75	184
73	107°34'25"	0.031	R:450	45
74	150°34'25"	0.031	R:450	45
75	100°34'25"	0.031	R:450	45
76	130°34'25"	0.031	R:450	45

- ① EASEMENT TO DRAIN WATER 1.5 WIDE.
- ② BENEFITTED AREA
- ③ EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.
- ④ RESTRICTION ON THE USE OF LAND.
- ⑤ EASEMENT FOR PADMOUNT/ELECTRICAL SUBSTATION 2.75 WIDE. (VIDE DP 835488)
- ⑥ RESTRICTION ON THE USE OF LAND. (VIDE DP 835488) No.2
- ⑦ RESTRICTION ON THE USE OF LAND. (VIDE DP 835488) No.3
- ⑧ EASEMENT FOR UNDERGROUND CABLES 2.75 WIDE. (VIDE DP 835488)
- ⑨ EASEMENT TO DRAIN WATER 1.5 WIDE. (VIDE DP 835488)
- ⑩ EASEMENT FOR CONSTRUCTION 0.1 WIDE.

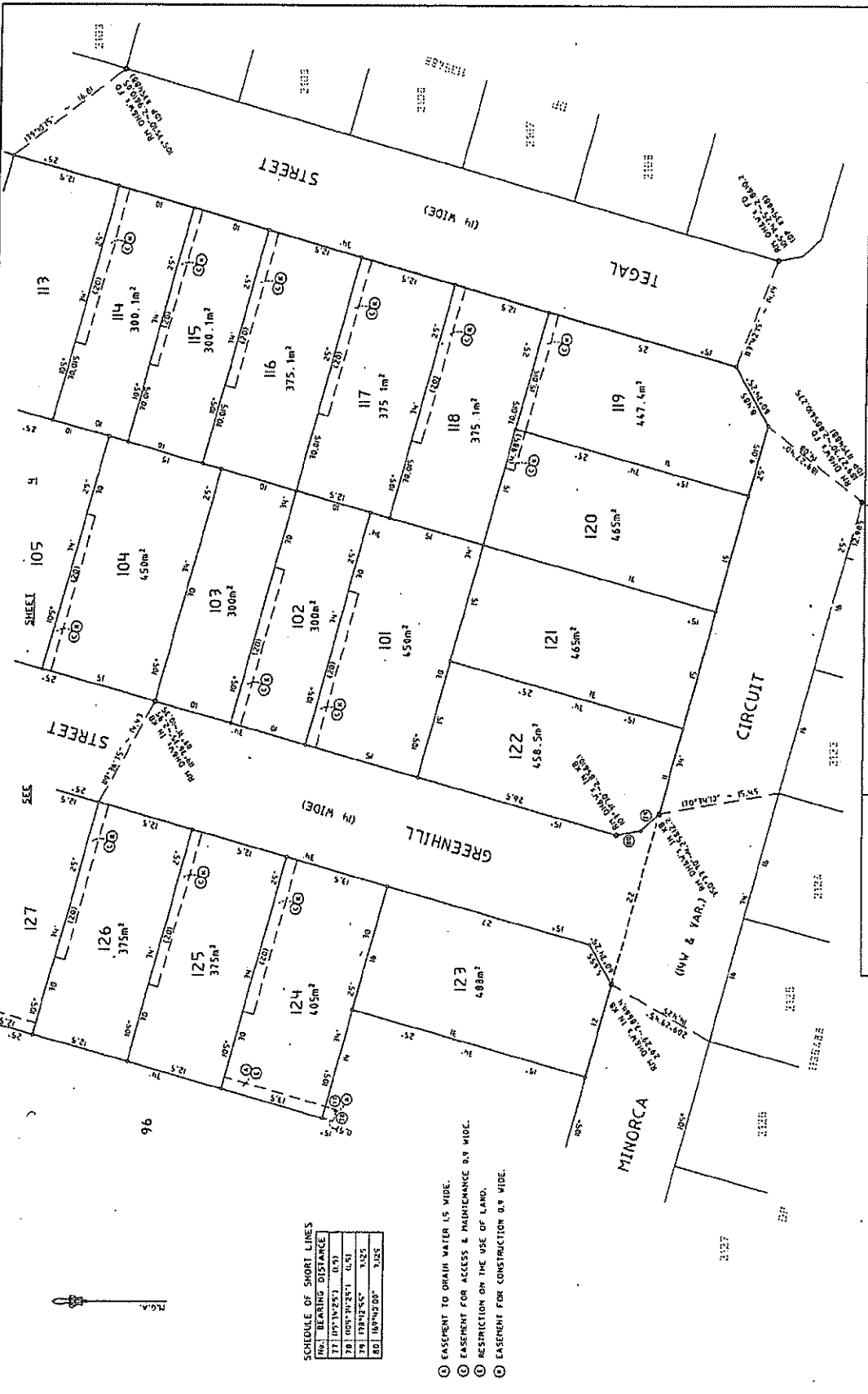
Surveyor: LARRY DEAN YARD
 Date of Survey: 28/05/2009
 Surveyor's Ref: 762992ALD1LJPB

PLAN OF SUBDIVISION OF LOT 103 DP 1121699

Localty: SPRING FARM
 Subdivision No: 412009
 Sample size in meters: Reduction Ratio: 1:200

Registered
 09.11.2009

DP1142381



SCHEDULE OF SHORT LINES

NO.	BEARING	DISTANCE
77	105°31'25" E	0.51
78	105°31'25" E	0.51
79	131°12'55" E	3.25
80	189°42'08" E	3.25

- ① EASEMENT TO DRAIN WATER 1.5 WIDE.
- ② EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.
- ③ RESTRICTION ON THE USE OF LAND.
- ④ EASEMENT FOR CONSTRUCTION 0.9 WIDE.

Surveyor: LARRY DEAN WARD Date of Survey: 18/05/2009 Surveyor's Ref: 76289/2ALP18	LGA: CAMDEN Locality: SPRING FARM Subdivision No: 41/2009 Lengths are in metres. Reduction Ratio: 1:200	Registered 08/11/2009
PLAN OF SUBDIVISION OF LOT 103 DP 1121899		
DP1142381		

ePlan

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

13
 (Sheet 1 of 14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
 Subdivision Certificate No. 41 of 2009
 dated the 30 day of SEPTEMBER 2009

Full name and address of
 the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26, 60 Margaret Street
 Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1.	Easement to drain water 1.5 wide (A)	96 96 124 127 128 129 130 134 134	126-130 inclusive 124 & 125 125 126 126 & 127 126, 127 & 128 126, 127, 128 & 129 126-130 inclusive 96 designated "AA"
2.	Easement to drain water 1.5 wide (D)	99	Camden Council
3.	Restriction on the Use of Land	101-137 inclusive	Camden Council
4.	Restriction on the Use of Land (E)	124, 127, 128, 129, 130 & 134	Camden Council
5.	Easement for Access and Maintenance 0.9 wide (C)	101 102 104 105 114 115 116	102 103 105 106 113 114 115


 Authorised Officer of Camden Council

ePlan

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

13
 (Sheet 2 of 14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
 Subdivision Certificate No: 41 of 2009
 dated the 30 day of SEPTEMBER 2009

Full name and address of
 the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26, 60 Margaret Street
 Sydney NSW 2000

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.
		117 118 119 120 124 125 126 127 128 129	116 117 118 118 125 126 127 128 129 130
6.	Restriction on the Use of Land	101-137 inclusive	Camden Council
7.	Restriction on the Use of Land	97, 98 & 132-138 inclusive	Camden Council
8.	Restriction on the Use of Land	Each Lot (except for Lots 97 & 98)	Every other Lot (except for Lots 97 & 98)
9.	Easement for Construction 0.9 wide (K)	101 102 104 105 114 115 116 117 118 119 120	102 103 105 106 113 114 115 116 117 118 118


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

(Sheet 3 of ¹³14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by Subdivision Certificate No. 41 of 2009 dated the 30 day of SEPTEMBER 2009

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26, 60 Margaret Street
 Sydney NSW 2000

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.
		124 125 126 127 128 129	125 126 127 128 129 130
10.	Right of carriageway variable width (L)	96	Camden Council
11.	Restriction on the use of land	97, 98 & 100	Camden Council
12.	Positive Covenant	97, 98 & 100	Camden Council
13.	Restriction on the use of land	97, 98 & 100	Camden Council

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.

An Easement to Drain Water in the terms set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919 (as amended).

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Camden Council.


 Authorised Officer of Camden Council

ePlan

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

(Sheet 4 of ¹³14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 30 day of SEPTEMBER 2009

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.

An Easement to Drain Water in the terms set out in Part 3 of Schedule 4A of the Conveyancing Act 1919 (as amended).

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Camden Council.

3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan.

The lots burdened must not be used for residential purposes unless the land has been filled and no building is to be constructed on the land unless footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities (NATA) and approved by Camden Council.

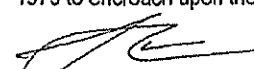
Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

4. Terms of easement, profit à prendre, restriction, or positive covenant numbered 4 in the plan

4.1 The registered proprietor(s) covenant as follows with Camden Council in respect of the overland flow path within the lot burdened as noted "A" on the plan ("easement site") that they will not, without the prior and express written consent of Camden Council:

- (a) do any act, matter or thing which would prevent the drainage of water from operating in a safe and efficient manner;
- (b) make or permit or suffer the making of any alterations or additions to the easement site; or
- (c) allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the easement site.



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ePlan

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

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(Sheet 5 of 14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. *41 of 2009*
dated the *30* day of *SEPTEMBER* 2009

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

- 4.2 This easement shall bind all persons who are or claim under the registered proprietor(s) as stipulated in section 88E(5) of the Conveyancing Act 1919.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan

Camden Council.

5. Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the plan

- 5.1 In this Easement for Access and Maintenance:

"easement site" means that area of the lot burdened shown on the plan as being affected by "Easement for Access and Maintenance 1 wide "C".

- 5.2 Subject to clause 5.3, the owner of the lot benefited may:

- (a) with prior reasonable notice given to the owner or occupier of the lot burdened, use the easement site for the purpose of carrying out necessary work (including maintenance and repair) on:

- (i) the lot benefited; and
(ii) any structure belonging to the owner of the lot benefited,
which cannot otherwise reasonably be carried out; and

- (b) do anything reasonably necessary for that purpose, including:

- (i) entering into the lot burdened;
(ii) taking anything onto the lot burdened; and
(iii) carrying out necessary works.

- 5.3 The rights under this Easement for Access and Maintenance are limited to the extent necessary to permit the owner of the lot benefited to maintain and repair the exposed areas of:

- (a) the lot benefited; and


Authorised Officer of Camden Council

ePlan

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

(Sheet 6 of ¹³14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by Subdivision Certificate No. 41 of 2009 dated the 30 day of SEPTEMBER 2009

Full name and address of the owner of the land:

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Level 26, 60 Margaret Street
Sydney NSW 2000

(b) any structure belonging to the owner of the lot benefited.

5.4 In exercising the rights under this clause 5, the owner of the lot benefited must

- (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan

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

6. Terms of easement, profit à prendre, restriction, or positive covenant numbered 6 in the plan

No building is permitted to be constructed on the lot burdened unless the buildings proposed to be constructed on the lot burdened are built in accordance with the requirements of the Mine Subsidence Board Concurrent Approval Reference Number FN00-04170PO, dated 12 November 2008.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan

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

7. Terms of easement, profit à prendre, restriction, or positive covenant numbered 7 in the plan

7.1 No building is to be erected or remain on the lot burdened which has a floor level of any part 600 mm below the 1% AEP level as determined by Camden Council (Council).



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ePlan

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

(Sheet 7 of ¹³14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by Subdivision Certificate No. 41 of 2009 dated the 30 day of SEPTEMBER 2009

Full name and address of the owner of the land:


Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

- 7.2 Applications for the issue of these levels are to be directed to the Council, and the levels issued are to be shown on any building application submitted to Council. The Council may also require that no construction above floor level is undertaken prior to certification by a registered surveyor that the constructed floor levels complies with Council's requirements.
- 7.3 No alteration is permitted to the finished surface levels attained by site regarding works as shown on Work As Executed Plans approved by Council for the subdivision created by the plan without the prior written consent of Council. A plan showing full details of any proposed alterations must be submitted to Council for approval prior to their commencement. Council may also require the submission of a Works As Executed Plan certified by a registered surveyor.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan

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

8. Terms of easement, profit à prendre, restriction, or positive covenant numbered 8 in the plan
- 8.1 No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 70% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 30% of the total area of the external walls.
- 8.2 No building or buildings shall be erected or permitted to remain erected on each Lot Burdened other than with terracotta, cement tiles or colour bond roofs.
- 8.3 No fence shall be erected or be permitted to remain erected unless the fence is:
- (a) made of timber (lapped and capped) or cement
 - (b) rendered and painted; and
 - (c) the fence to the second boundary, if applicable, is limited to the front building line.
- 8.4 No fence shall be erected on each lot burdened to divide it from any adjoining land owner owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty


Authorised Officer of Camden Council

5055240v5 Stage 2A Spring Farm

ePlan

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

13
(Sheet 8 of 14 sheets)

Plan: **DP1142381**


Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 30 day of SEPTEMBER 2009

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

Limited provided that this restriction shall remain in force during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of the land in the plan r any land immediately adjoining the land.

- 8.5 No shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens is to be constructed, installed or maintained on or in a lot burdened.
- 8.6 No air-conditioning unit is to be installed:
- (a) in any front porch/balcony of a lot burdened; or
 - (b) in any area on or in a lot burdened where the air conditioning unit is visible from any road, footpath, parks and the like.
- 8.7 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not emit odours.
- 8.8 No advertising hoarding sign or matter of any description is to be erected or displayed on each lot burdened without the prior written consent of Mirvac.
- 8.9 No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
 - (b) in an area designated as being an area where a vehicle may be parked.
- 8.10 No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable item is visible from a road, footpath, park and the like.
- 8.11 No more than one dwelling may be erected on a lot burdened.
- 8.12 No building known as a semi detached or duplex may be constructed on the lot burdened.
- 8.13 The lot burdened may not be subdivided.
- 8.14 No building may be altered on a lot burdened in such a way as to create another dwelling unless the owner of the lot burdened obtains the consent of Mirvac Homes (NSW) Pty Limited.
- 8.15 In this restriction on the use of land:
- (a) "Mirvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006 922 998 and its successors nominees or assigns other than purchasers on sale;



Authorised Officer of Camden Council

5055240v6 Stage 2A Spring Farm

ePlan

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

(Sheet 9 of ¹³14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 30 day of SEPTEMBER 2009

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

- (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and
- (c) the person having the right to release, vary or modify these restrictions is Mirvac Homes (NSW) Pty Limited for such period as it is the registered proprietor of any land in the plan.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan

- (a) 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 release, variation or modification.
- (b) The person having the right to release, vary or modify these restrictions is Mirvac for such period as it is the registered proprietor of the Land and thereafter the owners of the lot benefited.

9. Terms of easement, profit à prendre, restriction, or positive covenant numbered 9 in the plan


9.1 In this Easement, the following definitions apply:

Airspace means the airspace of the lot burdened.

Sunset Date means the date of completion of the construction of improvements on the lot benefited and the issue of an occupation certificate under Part 4A of the Environment Planning and Assessment Act 1979 for that building on the lot benefited.

9.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited may

- (1) use the Airspace and the lot burdened (but only within the site of the easement) to facilitate the construction of improvements on the lot benefited; and
- (2) do anything reasonably necessary for that purpose including:
- (i) entering the lot burdened and encroaching on the Airspace;
 - (ii) taking anything on to the lot burdened;
 - (iii) carrying out work including installing, keeping and using any scaffolding, plant, equipment, signage and machinery on the lot burdened; and
 - (iv) temporarily closing parts of the site of the easement


Authorised Officer of Camden Council

5055240v5 Stage 2A Spring Fam

ePlan

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

(Sheet 10 of ¹³14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by Subdivision Certificate No. *41 of 2009* dated the *30* day of *SEPTEMBER* 2009

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

- 9.3 In exercising those powers, the owner of the lot benefited and any person authorised by the owner of the lot benefited must:
- (1) give to the owner or occupier of the lot burdened one (1) weeks notice that the owner of the lot burdened intends to access the lot burdened to facilitate the construction of improvements on the lot benefited;
 - (2) ensure all work is done properly; and
 - (3) cause as little inconvenience as is practicable to the lot burdened and any occupier of the lot burdened; and
 - (4) cause as little damage as is practicable to the lot burdened and any improvements on the lot burdened; and
 - (5) restore the lot Burdened as nearly as is practicable to its former condition; and
 - (6) make good any collateral damage.
- 9.4 The rights under this easement terminate on the Sunset Date and on and from the Sunset Date, this easement is extinguished without further assurance.
- 9.5 On and from the Sunset Date and upon request by the owner of the lot burdened or the owner of the lot benefited, the owner of the lot burdened and the owner of the lot benefited must do all things necessary (including making an application to Land and Property Information NSW) to remove the record of this easement from the title of the lot burdened and lot benefited.
10. Terms of easement, profit à prendre, restriction, or positive covenant numbered 10 in the plan.
- A Right of Carriageway in the terms set out in Part 1 of Schedule 4A of the Conveyancing Act 1919 (as amended).
- Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.
- Camden Council.
11. Terms of easement, profit à prendre, restriction, or positive covenant numbered 11 in the plan.



Authorised Officer of Camden Council

ePlan

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

13
(Sheet 11 of 14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 30 day of SEPTEMBER 2009

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

11.1 The lots burdened must not be used for residential purposes unless:

- (a) documentary evidence has been submitted to Camden Council (Council) verifying compliance with the recommendations in the Spring Farm Release Area Stage 2 Acoustic Advice as prepared by Renzo Tonin & Associaes, reference numbers TB705-12F02 (Rev 1), dated 2 December 2008 including future residential construction requirements for window glazing, doors and windows frames, acoustic seal treatments and building heights to be consistent with the recommendations in accordance with this report;
- (b) specific glazing treatments are installed and where windows are to be closed to meet internal noise goals, then mechanical ventilation (air conditioning) may be required in accordance with the minimum standards prescribed by the Building Code of Australia; and
- (c) structures, buildings, water tanks, vehicular driveways and the like are designed and located so as to ensure that the integrity, structural adequacy and zone of influence is maintained of the retaining walls, noise walls(s) and earth mounds;
- (d) all piers/foundations associated with any proposed structure or building adjacent to the retaining walls, noise walls and earth mounds must be designed and located to ensure that there is no intrusion in the zone of influence.

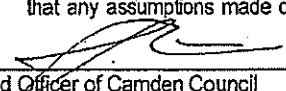
Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 11 in the plan.

Camden Council.

12. Terms of easement, profit à prendre, restriction, or positive covenant numbered 12 in the plan.

12.1. The registered proprietor of the lots burdened must:

- (a) keep the retaining walls, noise walls and earth mounds in good repair;
- (b) not alter in type, size and location the retaining walls, noise walls or earth mounds without the prior written consent of Camden Council (Council);
- (c) maintain and repair at the sole expense of the registered proprietor of the lot burdened the retaining walls, noise walls and earth mounds including complying with the approved landscaping plan lodged at Council;
- (d) on completion of any maintenance or repair, have the works certified by an accredited certifier with structural engineering accreditation confirming that the items forming part of the maintenance and repair have been constructed in accordance with the approved plans lodged at Council and that any assumptions made during the course of construction did not render any component of


Authorised Officer of Camden Council

6055240v5 Stage 2A Spring Farm

ePlan

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

(Sheet 12 of ¹³14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by
Subdivision Certificate No. 41 of 2009
dated the 30 day of SEPTEMBER 2009

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

the design invalid, and in certifying the works, prepare an associated maintenance schedule approved by Council.

- (e) arrange for a surveyor registered with the Institute of Surveyors to certify the precise location of all retaining walls, noise walls and earth mound components together with a works as executed plan of any approved repairs and/or alterations;
- (f) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the lot burdened for compliance with the requirements of this covenant
- (g) comply with the terms of any written notice issued by the Council in respect to the requirements of this covenant within the time stated in the notice.

12.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:-

- (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the lot burdened with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 12.1(d);
- (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under clause 12.2(a). Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to clause 12.2(a), supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - (ii) legal costs on an indemnity basis for issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 12 in the plan.

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

13. Terms of easement, profit à prendre, restriction, or positive covenant numbered 13 in the plan.


Authorised Officer of Camden Council

ePlan

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

(Sheet 13 of ¹³14 sheets)

Plan: **DP1142381**

Plan of Subdivision of Lot 103 DP1121699 covered by Subdivision Certificate No. 41 of 2009 dated the 30 day of SEPTEMBER, 2009

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26, 60 Margaret Street
Sydney NSW 2000

No building must be erected on the lots burdened unless the building has been designed to meet the Level 1 Construction Standards as set out in the Australian Standards: Construction of Buildings in Bush Fire Prone Areas (AS3959) 2006.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 13 in the plan.

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

Executed by Mirvac Homes (NSW) Pty Limited ACN 006 922 998 by the party's attorney pursuant to power of attorney registered Book 4578 No 707 who states that no notice of revocation of the power of attorney has been received in the presence of:

→ *[Signature]*
Witness

→ Chris Newman
Name of Witness (print)
69 Mervet St, Sydney
Residential Development Manager
Address and Occupation of Witness (print)

→ *[Signature]*
Witness

→ Chris Newman
Name of Witness (print)
69 Mervet St, Sydney
Residential Development Manager
Address and Occupation of Witness (print)

→ *[Signature]*
Attorney

→ Trevor Jensen
Name of Attorney (print)

→ *[Signature]*
Attorney

→ Cary Wood
Name of Attorney (print)

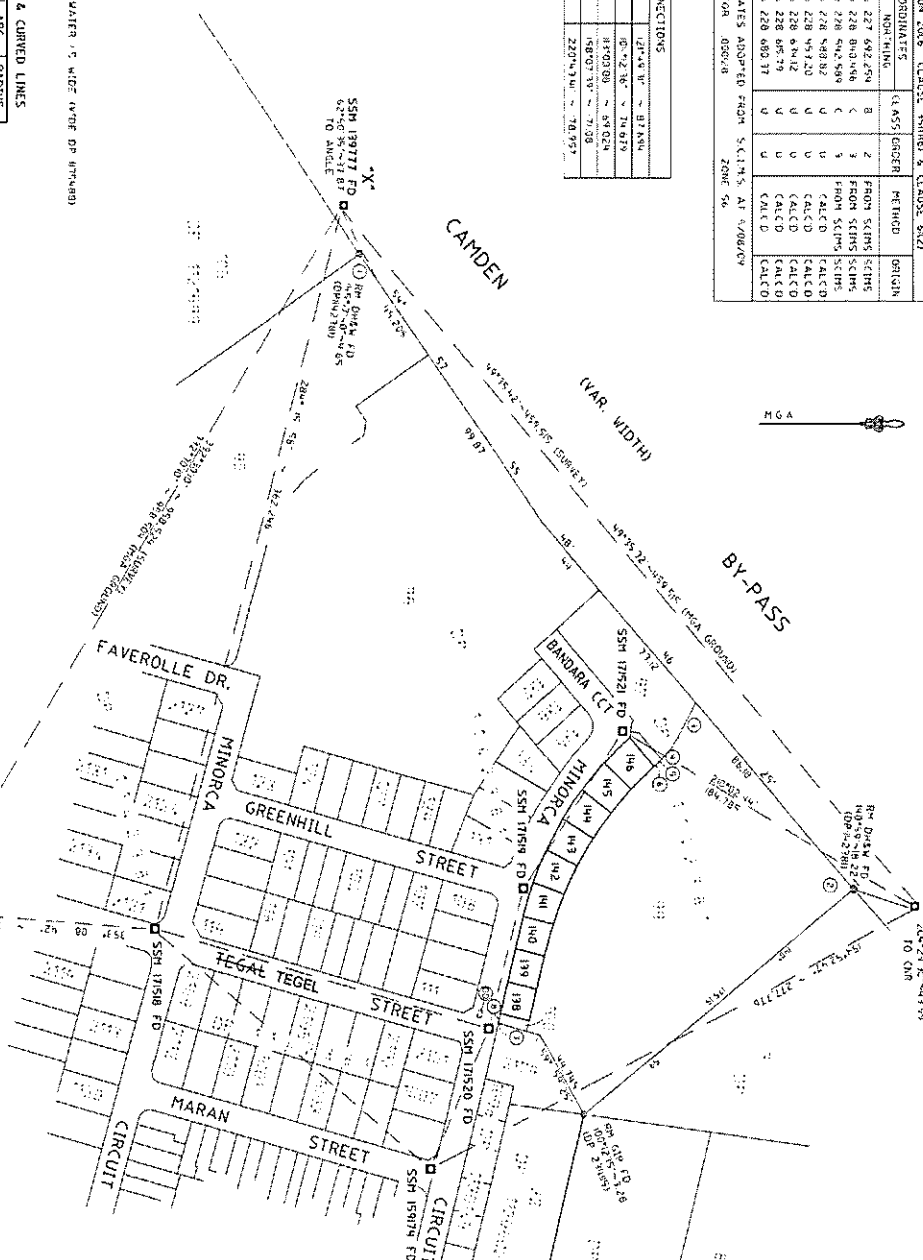
[Signature]
Authorised Officer of Camden Council

5055240v5 Stage 2A Spring Farm

REGISTERED  09.11.2009

SUBJECTING REGULATION 2006 CLASSIFICATION & CLASSIFICATION				
MARK	N.G.A.	CD	NON-MIN.	CLASSIFICATION
PM 4643	240 467 105	6 227 682 259	2	FROM SCHEM SCHEM
SSM 19776	430 364 650	6 228 800 446	3	FROM SCHEM SCHEM
SSM 19777	430 034 727	6 228 800 509	3	FROM SCHEM SCHEM
SSM 19779	430 082 747	6 228 800 812	3	FROM SCHEM SCHEM
SSM 19780	430 462 720	6 228 800 120	3	FROM SCHEM SCHEM
SSM 19781	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19782	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19783	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19784	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19785	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19786	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19787	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19788	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19789	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19790	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19791	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19792	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19793	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19794	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19795	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19796	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19797	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19798	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19799	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM
SSM 19800	430 842 54	6 228 800 412	3	FROM SCHEM SCHEM

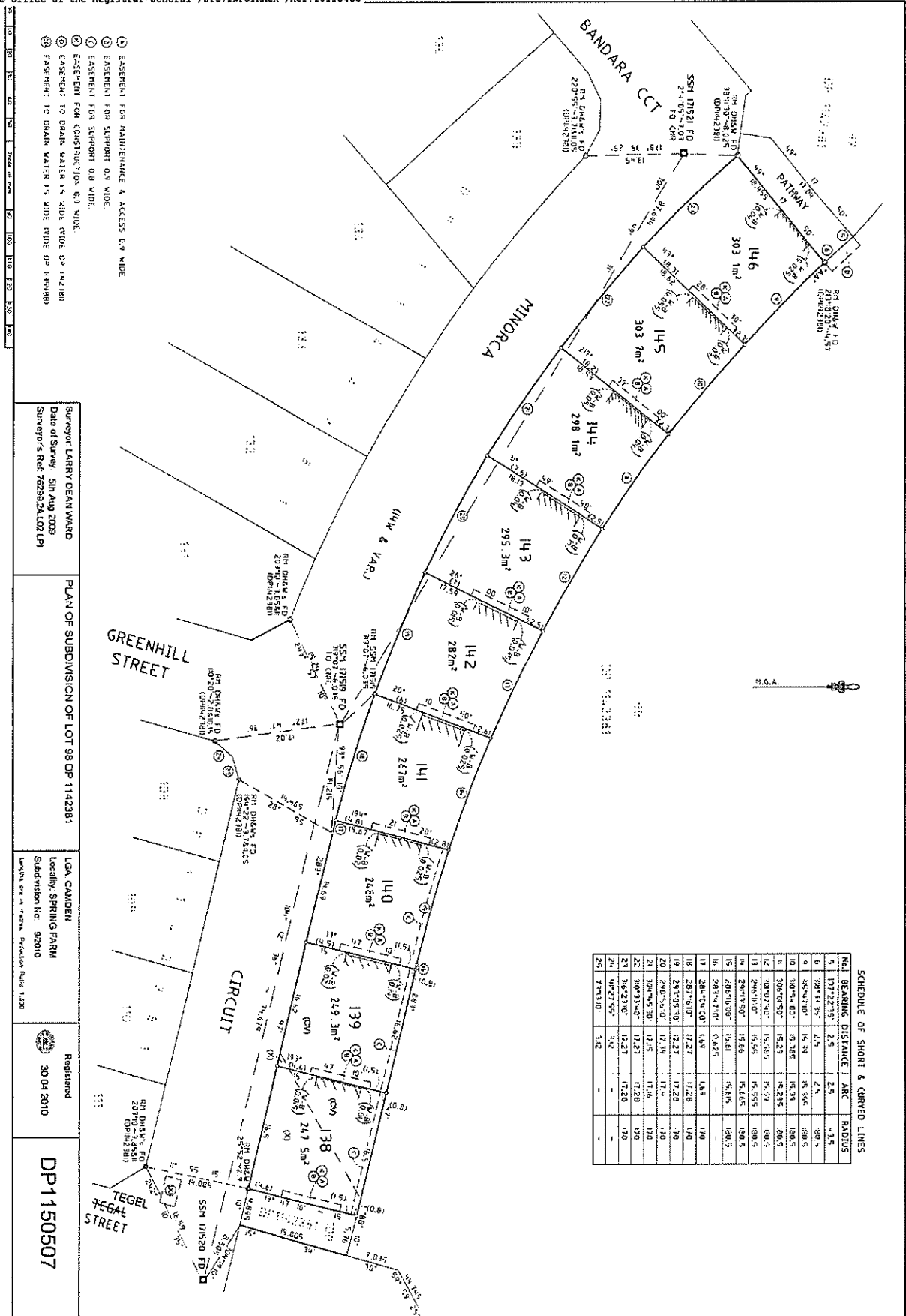
SSM CONNECTIONS			
SSM 19782	SSM 19783	SSM 19784	SSM 19785
SSM 19782 - SSM 19783	SSM 19783 - SSM 19784	SSM 19784 - SSM 19785	SSM 19785 - SSM 19786
SSM 19786 - SSM 19787	SSM 19787 - SSM 19788	SSM 19788 - SSM 19789	SSM 19789 - SSM 19790
SSM 19790 - SSM 19791	SSM 19791 - SSM 19792	SSM 19792 - SSM 19793	SSM 19793 - SSM 19794
SSM 19794 - SSM 19795	SSM 19795 - SSM 19796	SSM 19796 - SSM 19797	SSM 19797 - SSM 19798
SSM 19798 - SSM 19799	SSM 19799 - SSM 19800	SSM 19800 - SSM 19801	SSM 19801 - SSM 19802



Ⓢ EASEMENT TO GRAVE WATER 1/2 WIDE (W/OF DP 19784)

SCHEDULE OF SHORT & CURVED LINES			
NO.	BEARING	DISTANCE	ARC RADIUS
1	55°07'22"	4.76	—
2	48°29'15"	15.07	—
3	47°45'52"	18.24	—
4	26°46'52"	13.46	—
5	17°22'35"	2.6	—
6	107°31'35"	2.5	—
7	15°34'10"	22.04	—
8	201°24'37"	4.09	—

Surveyor: LARRY DEAN WARD Date of Survey: 5th Aug 2009 Surveyor's Ref: 762590 2A (DC LPI)	PLAN OF SUBDIVISION OF LOT 98 DP 1142381	LGA: CAMDEN Locality: SPRING FARM Subdivision No: 9/2010 Landings etc in red on Reference Map 1 1900	Registered 30 Oct 2010 DP1150507
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SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
5	137°22'15"	2.5	2.5	0.3
6	308°31'55"	4.5	2.4	0.8
9	350°41'07"	6.38	3.36	0.8
10	302°44'02"	5.28	0.34	0.8
11	306°00'50"	15.27	15.27	0.8
12	208°07'40"	15.58	15.58	0.8
14	296°31'40"	15.55	15.55	0.8
15	298°17'50"	15.66	15.66	0.8
16	208°14'10"	0.625	0.625	0.8
17	208°04'00"	1.89	1.89	0.8
18	281°16'07"	17.27	17.27	0.8
19	233°00'30"	17.28	17.28	0.8
20	290°34'40"	17.38	17.38	0.8
21	308°42'30"	17.5	17.5	0.8
22	307°33'40"	17.27	17.27	0.8
23	146°21'40"	17.27	17.27	0.8
24	146°21'40"	17.27	17.27	0.8
25	171°31'10"	3.2	3.2	0.8

Surveyor LARRY DEANWARD
 Date of Survey 31st Aug 2009
 Surveyor's Ref: 762992AL021PH

PLAN OF SUBDIVISION OF LOT 98 DP 1142381

LOCALITY: SPRING PARK
 Subdivision No 92010
 Section 1 of 4 parts. Section 1 of 4 parts. Section 1 of 4 parts.

Registered 30/04/2010

DP1150507

STREET NAME AMENDED TO 'TEGEL' - SEE 2011/1665/19 10.2011

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. RESTRICTION ON THE USE OF LAND
2. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (A)
3. POSITIVE COVENANT
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. EASEMENT FOR SUPPORT 0.9 WIDE (B)
7. EASEMENT FOR SUPPORT 0.8 WIDE (C)
8. EASEMENT FOR CONSTRUCTION 0.9 WIDE (K)

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

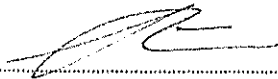
Crown Lands NSW/Western Lands Office Approval

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

Subdivision Certificate

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

the proposed.....**SUBDIVISION**..... set out herein
 (insert 'subdivision' or 'new road')


 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: **CAMDEN COUNCIL**
 Date of Endorsement: **25 MAR 2010**
 Accreditation no:
 Subdivision Certificate no: **9/2010**
 File no: **DA45212009**

* Delete whichever is inapplicable.

DP1150507 *

Registered:  30.04.2010 *
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 98 DP 1142381

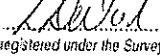
LGA: CAMDEN
 Locality: SPRING FARM
 Parish: NARELLAN
 County: CUMBERLAND

Surveying Regulation, 2006

I, LARRY DEAN WARD
 of LEAN & HAYWARD PTY LTD
 PO BOX 232, CAMPBELLTOWN NSW 2560
 a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 5TH AUGUST 2009

The survey relates to LOTS 138-146 INCLUSIVE

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

Signature:  Dated: 17/9/10
 Surveyor registered under the Surveying Act, 2002

Datum Line: "X" - "Y"
 Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 1142381

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

SURVEYOR'S REFERENCE: 76299.2A.L02 LPI


* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

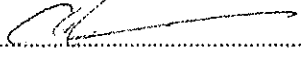
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 98 DP 1142381	DP1150507 *
	Registered:  30.04.2010 *

* OFFICE USE ONLY

Subdivision Certificate No: 9/2010 Date of Endorsement: 23 MAR 2010

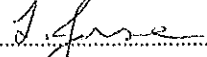
Executed by Mirvac Homes (NSW) Pty)
Limited by the party's attorney pursuant to)
power of attorney registered)
Book 4578 No 295 who)
states that no notice of revocation of the)
power of attorney has been received in the)
presence of:

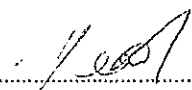

.....
Witness

Chris Newman
Name of Witness (print)
60 Margaret St, Sydney
Assistant Development Manager
Address and Occupation of Witness (print)


.....
Witness

Chris Newman
Name of Witness (print)
60 Margaret St, Sydney
Assistant Development Manager
Address and Occupation of Witness (print)


.....
Attorney
TREVOR JENSEN
Name of Attorney (print)


.....
Attorney
Gary Wood
Name of Attorney (print)

ePlan

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

(Sheet 1 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
 Subdivision Certificate No. **912010**
 dated the **23** day of **MARCH** 2010

Full name and address of
 the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1.	Restriction on the Use of Land	138-146 inclusive	Camden Council
2.	Easement for Access and Maintenance 0.9 wide (A)	138 139 140 141 142 143 144 145 146	100 DP1142381 138 139 140 141 142 143 144 145
3.	Positive Covenant	138-146 inclusive	Camden Council
4.	Restriction on the Use of Land	138-146 inclusive	Camden Council
5.	Restriction on the Use of Land	Each Lot	Every other Lot
6.	Easement for Support 0.9 wide (B)	138 139 140	100 DP 1142381 138 139

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Authorised Officer of Camden Council

ePlan

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

(Sheet 2 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by Subdivision Certificate No. **9/2010** dated the **23** day of **MARCH** 2010

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

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.
		141 142 143 144 145 146	140 141 142 143 144 145
7.	Easement for Support 0.8 wide (C)	138, 139 & 140	LOT99 DP1142381
8.	Easement for Construction 0.9 wide (K)	138 139 140 141 142 143 144 145 146	100 DP 1142381 138 139 140 141 142 143 144 145

Part 2 (Terms)

- Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.**

The lots burdened must not be used for residential purposes unless UNLESS the Transferor has advised the Transferee that the land has been filled and no building is to be constructed on the land unless footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities (NATA) and approved by Camden Council.

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 Authorised Officer of Camden Council

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ePlan

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

(Sheet 3 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. **91/2010**
dated the **23** day of **MARCH** 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan

2.1 In this Easement for Access and Maintenance:

"**easement site**" means that area of the lot burdened shown on the plan as being affected by "Easement for Access and Maintenance 0.9 wide "A".

2.2 Subject to clause 2.3, the owner of the lot benefited may:

(a) with prior reasonable notice given to the owner or occupier of the lot burdened, use the easement site for the purpose of carrying out necessary work (including maintenance and repair) on:

- (i) the lot benefited; and
- (ii) any structure belonging to the owner of the lot benefited,
which cannot otherwise reasonably be carried out; and

(b) do anything reasonably necessary for that purpose, including:

- (i) entering into the lot burdened;
- (ii) taking anything onto the lot burdened; and
- (iii) carrying out necessary works.

2.3 The rights under this Easement for Access and Maintenance are limited to the extent necessary to permit the owner of the lot benefited to maintain and repair the exposed areas of:

- (a) the lot benefited; and
- (b) any structure belonging to the owner of the lot benefited.

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Authorised Officer of Camden Council

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ePlan

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

(Sheet 4 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. **9/2010**
dated the **23** day of **MARCH** 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

- 2.4 In exercising the rights under this clause 2, the owner of the lot benefited must:
- (a) ensure all work on the lot benefited is done properly and carried out as quickly is practicable;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
 - (d) restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.
- 2.5 The owner of the lot burdened is not by the creation of this easement prohibited from constructing the following improvements within the easement site:
- (i) cross beams of an open roof pergola may extend over the easement site to the boundary of the Burdened Lot
 - (ii) fencing and gates;
 - (iii) garbage bin storage;
 - (iv) meter boxes for gas and electricity;
 - (v) retaining walls and landscaping; and
 - (vi) other similar structures or improvements

provided the improvements do not significantly interfere with the use and enjoyment of the easement rights by the owner of the lot benefited.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan

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

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Authorised Officer of Camden Council

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ePlan

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

(Sheet 5 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. **912010**
dated the **23** day of **MARCH** 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan

3.1 The registered proprietor of the lot(s) hereby burdened will in respect of the barrier / noise wall constructed within the lot burdened:

- (a) keep the soil, planting, barrier / noise wall and retaining wall in good repair and must not alter remove or destroy without prior written approval of Camden Council
- (b) maintain and repair at the sole expense of the burdened registered proprietor the whole barrier / noise wall and retaining wall and all graffiti must be removed within 48 hours
- (c) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant
- (d) comply with the terms of any written notice issued by the Council in respect to the requirements of this covenant within the time stated in the notice.

3.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

- (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 3.1(d) above.
- (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under subparagraph hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in clause 3.2(a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work;
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

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Authorised Officer of Camden Council

76299 2A.98.1.02A.88B.Rev B
19/3/10

ePlan

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

(Sheet 6 of 12 sheets)

Plan:

DP1150507

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. ⁹¹2010
dated the ²³ day of MARCH 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

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

4. Terms of easement, profit à prendre, restriction, or positive covenant numbered 4 in the plan.

The lots hereby burdened shall not be used for residential purposes UNLESS the acoustic wall height and dwelling construction methods, for the lots burdened, be as approved by Notice of Determination of Development Application No. 452/2009 under Environmental Planning and Assessment Act 1979, as amended and the residence on the lot cannot be occupied unless documentary evidence has been submitted verifying compliance with the report titled "Spring Farm Release Area Stage 2 Acoustic Advice, Prepared for Mirvac, Prepared by Renzo Tonin & Associates, reference numbers TB705-12F02 (Rev 1), dated 2nd December 2008.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

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

5. Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the plan

5.1 No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 70% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 30% of the total area of the external walls.

5.2 No building or buildings shall be erected or permitted to remain erected on each Lot Burdened other than with terracotta, cement tiles or colour bond roofs.

5.3 No fence shall be erected or be permitted to remain erected unless the fence is:

(a) made of timber (lapped and capped) or cement

(b) rendered and painted; and

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Authorised Officer of Camden Council

ePlan

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

(Sheet 7 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. 912010
dated the 23 day of MARCH 2010

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

- (c) the fence to the second boundary, if applicable, is limited to the front building line.
- 5.4 No fence shall be erected on each lot burdened to divide it from any adjoining land owner owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of the land in the plan r any land immediately adjoining the land.
- 5.5 No shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens is to be constructed, installed or maintained on or in a lot burdened.
- 5.6 No air-conditioning unit is to be installed:
- (a) in any front porch/balcony of a lot burdened; or
- (b) in any area on or in a lot burdened where the air conditioning unit is visible from any road, footpath, parks and the like.
- 5.7 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not emit odours.
- 5.8 No advertising hoarding sign or matter of any description is to be erected or displayed on each lot burdened without the prior written consent of Mirvac.
- 5.9 No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
- (b) in an area designated as being an area where a vehicle may be parked.
- 5.10 No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable item is visible from a road, footpath, park and the like.
- 5.11 No more than one dwelling may be erected on a lot burdened.
- 5.12 No building known as a semi detached or duplex may be constructed on the lot burdened.
- 5.13 The lot burdened may not be subdivided.
- 5.14 No building may be altered on a lot burdened in such a way as to create another dwelling unless the owner of the lot burdened obtains the consent of Mirvac Homes (NSW) Pty Limited.

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

(Sheet 8 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. **9/2010**
dated the **23** day of **MARCH** 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

5.15 In this restriction on the use of land:

- (a) "Mirvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006 922 998 and its successors nominees or assigns other than purchasers on sale;
- (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan

- (a) 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 release, variation or modification.
- (b) The person having the right to release, vary or modify these restrictions is Mirvac for such period as it is the registered proprietor of any land in the Plan and thereafter the owners of the lot benefited.

6. Terms of easement, profit à prendre, restriction, or positive covenant numbered 6 in the plan.

6.1 The owner of the lot burdened grants to the owner of the lot benefited the right for the lot benefited to be supported by the lot burdened to the extent that the lots benefited derives support from the improvements on the lot burdened.

6.2 The owner of the lot burdened must:

- (a) not do anything which will detract from the support of the lot benefited; and
- (b) allow the owner of the lot benefited to enter the lot burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the lot benefited is maintained.

6.3 In exercising powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as damage as is practicable to the lot burdened and any improvement on it; and
- (c) restore the lot burdened as nearly as is practicable to its former condition;

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

(Sheet 9 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. 9/2010
dated the 23 day of MARCH 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

6.4 Except when urgent work is required, the owners of the lots benefited must:

- (a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and
- (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

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

7. Terms of easement, profit à prendre, restriction, or positive covenant numbered 7 in the plan.

7.1 The owner of the lots burdened grants to the owner of the lots benefited the right for the lot benefited to be supported by the lot burdened to the extent that the lots benefited derives support from the improvements on the lot burdened.

7.2 The owner of the lot burdened must:

- (a) not do anything which will detract from the support of the lot benefited; and
- (b) allow the owner of the lot benefited to enter the lot burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the lot benefited is maintained. The cost and expense of the works and repairs shall be borne by the benefited lot requesting the same in all respects

7.3 In exercising powers, the owner of the lot benefited must:

- (a) ensure all work is done properly and completed in a reasonable time;
- (b) cause as little damage as is practicable to the lot burdened and any improvement on it; and

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

(Sheet 10 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. 9/2010
dated the 23 day of MARCH 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

- (c) restore the lot burdened as nearly as is practicable to its former condition;
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

7.4 Except when urgent work is required, the owners of the lots benefited must:

- (a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and
- (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.

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

8. Terms of easement, profit à prendre, restriction, or positive covenant numbered 8 in the plan

8.1 In this easement, the following definitions apply:

Airspace means the airspace of the lot burdened

Sunset Date means the date of completion of the construction of improvements on the lot benefited and the issue of an occupation certificate under Part 4A of the Environment Planning and Assessment Act 1979 for that building on the lot benefited.

8.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited may

- (a) use the Airspace and the lot burdened (but only within the easement site) to facilitate the construction of improvements on the lot benefited; and
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the lot burdened (but only within the easement site) and encroaching on the Airspace;

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

(Sheet 11 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. 9/2010
dated the 23 day of MARCH 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

(ii) taking anything on to the lot burdened (but only within the easement site);

8.3 In exercising those powers, the owner of the lot benefited and any person authorised by the owner of the lot benefited must:

- (a) give to the owner or occupier of the lot burdened one (1) weeks notice that the owner of the lot burdened intends to access the lot burdened to facilitate the construction of improvements on the lot benefited;
- (b) ensure all work is done properly and completed in a reasonable time; and
- (c) cause as little inconvenience as is practicable to the lot burdened and any occupier of the lot burdened; and
- (d) cause as little damage as is practicable to the lot burdened and any improvements on the lot burdened; and
- (e) restore the lot burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

8.4 The rights under this easement terminate on the Sunset Date and on and from the Sunset Date, this easement is extinguished without further assurance.

8.5 On and from the Sunset Date and upon request by the owner of the lot burdened or the owner of the lot benefited, the owner of the burdened and the owner of the lot benefited must do all things necessary (including making an application to Land and Property Management Authority NSW) to remove the record of this easement from the title of the lot burdened and lot benefited.

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

(Sheet 12 of 12 sheets)

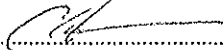
Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by Subdivision Certificate No. ^{9/2010} dated the 23 day of MARCH 2010

Full name and address of the owner of the land:

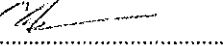
Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Executed by Mirvac Homes (NSW) Pty Limited by the party's attorney pursuant to power of attorney registered Book No who states that no notice of revocation of the power of attorney has been received in the presence of:

→ 
Witness

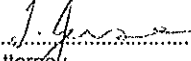
→ Chris Newman
Name of Witness (print)

→ 60 Margaret St, Sydney
Assistant Development Manager
Address and Occupation of Witness (print)

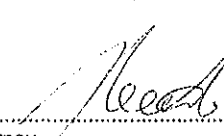
→ 
Witness

→ Chris Newman
Name of Witness (print)

→ 60 Margaret St, Sydney
Assistant Development Manager
Address and Occupation of Witness (print)

→ 
Attorney
TREVOR JENSEN

.....
Name of Attorney (print)

→ 
Attorney

→ Gary Wood
Name of Attorney (print)



ePlan

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

(Sheet 1 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by Subdivision Certificate No. **912010** dated the **23** day of **MARCH** 2010

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1.	Restriction on the Use of Land	138-146 inclusive	Camden Council
2.	Easement for Access and Maintenance 0.9 wide (A)	138 139 140 141 142 143 144 145 146	100 DP1142381 138 139 140 141 142 143 144 145
3.	Positive Covenant	138-146 inclusive	Camden Council
4.	Restriction on the Use of Land	138-146 inclusive	Camden Council
5.	Restriction on the Use of Land	Each Lot	Every other Lot
6.	Easement for Support 0.9 wide (B)	138 139 140	100 DP 1142381 138 139

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

(Sheet 2 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by Subdivision Certificate No. 9/2010 dated the 23 day of MARCH 2010

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Level 26
 60 Margaret St
 Sydney NSW 2000

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.
		141 142 143 144 145 146	140 141 142 143 144 145
7.	Easement for Support 0.8 wide (C)	138, 139 & 140	LOT99 DP1142381
8.	Easement for Construction 0.9 wide (K)	138 139 140 141 142 143 144 145 146	100 DP 1142381 138 139 140 141 142 143 144 145

Part 2 (Terms)

- Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.**

The lots burdened must not be used for residential purposes unless UNLESS the Transferor has advised the Transferee that the land has been filled and no building is to be constructed on the land unless footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities (NATA) and approved by Camden Council.

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

(Sheet 3 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. ⁰¹ 2010
dated the 23 day of MARCH 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Camden Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan

2.1 In this Easement for Access and Maintenance:

"**easement site**" means that area of the lot burdened shown on the plan as being affected by "Easement for Access and Maintenance 0.9 wide "A".

2.2 Subject to clause 2.3, the owner of the lot benefited may:

(a) with prior reasonable notice given to the owner or occupier of the lot burdened, use the easement site for the purpose of carrying out necessary work (including maintenance and repair) on:

- (i) the lot benefited; and
- (ii) any structure belonging to the owner of the lot benefited,

which cannot otherwise reasonably be carried out; and

(b) do anything reasonably necessary for that purpose, including:

- (i) entering into the lot burdened;
- (ii) taking anything onto the lot burdened; and
- (iii) carrying out necessary works.

2.3 The rights under this Easement for Access and Maintenance are limited to the extent necessary to permit the owner of the lot benefited to maintain and repair the exposed areas of:

- (a) the lot benefited; and
- (b) any structure belonging to the owner of the lot benefited.

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

(Sheet 4 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. 9/2010
dated the 23 day of MARCH 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

2.4 In exercising the rights under this clause 2, the owner of the lot benefited must:

- (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

2.5 The owner of the lot burdened is not by the creation of this easement prohibited from constructing the following improvements within the easement site:

- (i) cross beams of an open roof pergola may extend over the easement site to the boundary of the Burdened Lot
- (ii) fencing and gates;
- (iii) garbage bin storage;
- (iv) meter boxes for gas and electricity;
- (v) retaining walls and landscaping; and
- (vi) other similar structures or improvements

provided the improvements do not significantly interfere with the use and enjoyment of the easement rights by the owner of the lot benefited.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan

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

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

(Sheet 5 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. 912010
dated the 23 day of MARCH 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan

3.1 The registered proprietor of the lot(s) hereby burdened will in respect of the barrier / noise wall constructed within the lot burdened:

- (a) keep the soil, planting, barrier / noise wall and retaining wall in good repair and must not alter remove or destroy without prior written approval of Camden Council
- (b) maintain and repair at the sole expense of the burdened registered proprietor the whole barrier / noise wall and retaining wall and all graffiti must be removed within 48 hours
- (c) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant
- (d) comply with the terms of any written notice issued by the Council in respect to the requirements of this covenant within the time stated in the notice.

3.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

- (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 3.1(d) above.
- (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under subparagraph hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in clause 3.2(a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work;
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

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

(Sheet 6 of 12 sheets)

Plan:

DP1150507

Plan of Subdivision of Lot 98 DP 1142381 covered by Subdivision Certificate No. 91/2010 dated the 23 day of MARCH 2010

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

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

4. Terms of easement, profit à prendre, restriction, or positive covenant numbered 4 in the plan.

The lots hereby burdened shall not be used for residential purposes UNLESS the acoustic wall height and dwelling construction methods, for the lots burdened, be as approved by Notice of Determination of Development Application No. 452/2009 under Environmental Planning and Assessment Act 1979, as amended and the residence on the lot cannot be occupied unless documentary evidence has been submitted verifying compliance with the report titled "Spring Farm Release Area Stage 2 Acoustic Advice, Prepared for Mirvac, Prepared by Renzo Tonin & Associates, reference numbers TB705-12F02 (Rev 1), dated 2nd December 2008.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

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

5. Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the plan

5.1 No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 70% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 30% of the total area of the external walls.

5.2 No building or buildings shall be erected or permitted to remain erected on each Lot Burdened other than with terracotta, cement tiles or colour bond roofs.

5.3 No fence shall be erected or be permitted to remain erected unless the fence is:

(a) made of timber (lapped and capped) or cement

(b) rendered and painted; and

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Authorised Officer of Camden Council

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

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Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. 912010
dated the 23 day of MARCH 2010

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

- (c) the fence to the second boundary, if applicable, is limited to the front building line.
- 5.4 No fence shall be erected on each lot burdened to divide it from any adjoining land owner owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of the land in the plan r any land immediately adjoining the land.
- 5.5 No shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens is to be constructed, installed or maintained on or in a lot burdened.
- 5.6 No air-conditioning unit is to be installed:
- (a) in any front porch/balcony of a lot burdened; or
- (b) in any area on or in a lot burdened where the air conditioning unit is visible from any road, footpath, parks and the like.
- 5.7 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not omit odours.
- 5.8 No advertising hoarding sign or matter of any description is to be erected or displayed on each lot burdened without the prior written consent of Mirvac.
- 5.9 No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
- (b) in an area designated as being an area where a vehicle may be parked.
- 5.10 No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable item is visible from a road, footpath, park and the like.
- 5.11 No more than one dwelling may be erected on a lot burdened.
- 5.12 No building known as a semi detached or duplex may be constructed on the lot burdened.
- 5.13 The lot burdened may not be subdivided.
- 5.14 No building may be altered on a lot burdened in such a way as to create another dwelling unless the owner of the lot burdened obtains the consent of Mirvac Homes (NSW) Pty Limited.

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Authorised Officer of Camden Council

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ePlan

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

Plan: **DP 1150507**

(Sheet 8 of 12 sheets)

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. **9/2010**
dated the **23** day of **MARCH** 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

5.15 In this restriction on the use of land:

- (a) "Mirvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006 922 998 and its successors nominees or assigns other than purchasers on sale;
- (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan

- (a) 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 release, variation or modification.
- (b) The person having the right to release, vary or modify these restrictions is Mirvac for such period as it is the registered proprietor of any land in the Plan and thereafter the owners of the lot benefited.

6. Terms of easement, profit à prendre, restriction, or positive covenant numbered 6 in the plan.

6.1 The owner of the lot burdened grants to the owner of the lot benefited the right for the lot benefited to be supported by the lot burdened to the extent that the lots benefited derives support from the improvements on the lot burdened.

6.2 The owner of the lot burdened must:

- (a) not do anything which will detract from the support of the lot benefited; and
- (b) allow the owner of the lot benefited to enter the lot burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the lot benefited is maintained.

6.3 In exercising powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as damage as is practicable to the lot burdened and any improvement on it; and
- (c) restore the lot burdened as nearly as is practicable to its former condition;

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ePlan

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

(Sheet 9 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. 9/2010
dated the 23 day of MARCH 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

6.4 Except when urgent work is required, the owners of the lots benefited must:

- (a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and
- (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

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

7. Terms of easement, profit à prendre, restriction, or positive covenant numbered 7 in the plan.

7.1 The owner of the lots burdened grants to the owner of the lots benefited the right for the lot benefited to be supported by the lot burdened to the extent that the lots benefited derives support from the improvements on the lot burdened.

7.2 The owner of the lot burdened must:

- (a) not do anything which will detract from the support of the lot benefited; and
- (b) allow the owner of the lot benefited to enter the lot burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the lot benefited is maintained. The cost and expense of the works and repairs shall be borne by the benefited lot requesting the same in all respects

7.3 In exercising powers, the owner of the lot benefited must:

- (a) ensure all work is done properly and completed in a reasonable time;
- (b) cause as little damage as is practicable to the lot burdened and any improvement on it; and

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Authorised Officer of Camden Council

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

(Sheet 10 of 12 sheets)

Plan: DP1150507

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. 9/2010
dated the 23 day of MARCH 2010

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

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

- (c) restore the lot burdened as nearly as is practicable to its former condition;
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

7.4 Except when urgent work is required, the owners of the lots benefited must:

- (a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and
- (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.

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

8. Terms of easement, profit à prendre, restriction, or positive covenant numbered 8 in the plan

8.1 In this easement, the following definitions apply:

Airspace means the airspace of the lot burdened

Sunset Date means the date of completion of the construction of improvements on the lot benefited and the issue of an occupation certificate under Part 4A of the Environment Planning and Assessment Act 1979 for that building on the lot benefited.

8.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited may

- (a) use the Airspace and the lot burdened (but only within the easement site) to facilitate the construction of improvements on the lot benefited; and
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the lot burdened (but only within the easement site) and encroaching on the Airspace;

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ePlan

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

(Sheet 11 of 12 sheets)

Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. 9/2010
dated the 23 day of MARCH 2010

Full name and address of
the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

(ii) taking anything on to the lot burdened (but only within the easement site);

8.3 In exercising those powers, the owner of the lot benefited and any person authorised by the owner of the lot benefited must:

- (a) give to the owner or occupier of the lot burdened one (1) weeks notice that the owner of the lot burdened intends to access the lot burdened to facilitate the construction of improvements on the lot benefited;
- (b) ensure all work is done properly and completed in a reasonable time; and
- (c) cause as little inconvenience as is practicable to the lot burdened and any occupier of the lot burdened; and
- (d) cause as little damage as is practicable to the lot burdened and any improvements on the lot burdened; and
- (e) restore the lot burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

8.4 The rights under this easement terminate on the Sunset Date and on and from the Sunset Date, this easement is extinguished without further assurance.

8.5 On and from the Sunset Date and upon request by the owner of the lot burdened or the owner of the lot benefited, the owner of the burdened and the owner of the lot benefited must do all things necessary (including making an application to Land and Property Management Authority NSW) to remove the record of this easement from the title of the lot burdened and lot benefited.

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Authorised Officer of Camden Council

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ePlan

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

(Sheet 12 of 12 sheets)

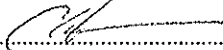
Plan: **DP1150507**

Plan of Subdivision of Lot 98 DP 1142381 covered by
Subdivision Certificate No. ^{9/2010}
dated the 23 day of MARCH 2010

Full name and address of
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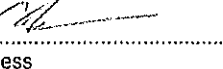
Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 26
60 Margaret St
Sydney NSW 2000

Executed by Mirvac Homes (NSW) Pty Limited by the party's attorney pursuant to power of attorney registered Book No who states that no notice of revocation of the power of attorney has been received in the presence of:

→ 
Witness

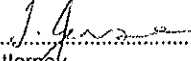
→ Chris Newman
Name of Witness (print)

→ 60 Margaret St, Sydney
Assistant Development Manager
Address and Occupation of Witness (print)

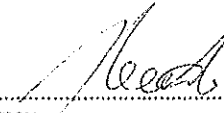
→ 
Witness

→ Chris Newman
Name of Witness (print)

→ 60 Margaret St, Sydney
Assistant Development Manager
Address and Occupation of Witness (print)

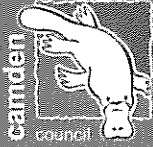
→ 
Attorney
TREVOR JENSEN

.....
Name of Attorney (print)

→ 
Attorney

→ Gary Wood
Name of Attorney (print)





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

APPLICANT: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Certificate number: 20210911
Receipt number: 99999
Certificate issue date: 03/03/2021
Certificate fee: \$53.00
Applicant's reference: 10110460
Property number: 1156712

DESCRIPTION OF PROPERTY

Land Description: LOT: 140 DP: 1150507
Address: 132 Minorca Circuit SPRING FARM 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) 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 and Consents) 2018

SEPP (Primary Production and Rural Development) 2019

SEPP (Western Sydney Aerotropolis) 2020

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 - 1995)

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 (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Short Term Rental Accommodation) 2019

SEPP (Housing Diversity) 2020

SEPP (Infrastructure) Amendment (Health Services Facilities) 2020

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

SEPP (Design and Place) 2021

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 R1 GENERAL RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

Objectives of zone

- * To provide for the housing needs of the community.
- * To provide for a variety of housing types and densities.
- * To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- * To 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

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Exhibition homes; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item B or D

D. Prohibited

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; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Mortuaries; Public administration buildings; Recreation facilities (major); Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies



E. Are there any development standards applying to the land that 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. Does the land include or comprise critical habitat?

No.

G. Is the land in a conservation area (however described)?

No.

H. Is an item of environmental heritage (however described) 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 HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.



Note: The Greenfield Housing Code only applies 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, as shown on the Greenfield Housing Code Area Maps.

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

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

Is the land 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

Is the land 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

Is the land 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



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:

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

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) Is development on the 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) subject to flood related development controls?

No.

(2) Is development on that land or part of the land for any other purpose subject to flood related development controls?

The subject land is above the Flood Planning Level (FPL). However, no formal flood study exists for the property in regards to the Probable Maximum Flood (PMF) level.

(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

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act, 1979?

No.

9. CONTRIBUTION PLANS



The name of each contributions plan applying to the land

Camden Contributions Plan 2011

9A. BIO-DIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

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

Is the land or part of the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (where 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

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (where 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

Is the land or some of the land bush fire prone land (as defined in the Environmental Planning and Assessment Act. 1979)?

No.

12. PROPERTY VEGETATION PLANS

Is the land subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force), where 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

Has an order 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

Is there 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, and is there a 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.

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

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

If so, what is the date of the subdivision order that applies to the land (words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment 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

Does the land include 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?

No.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS



(1) Is there any affected building notice of which the council is aware that is in force in respect of the land?

Note: Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

No.

(2) Is there any 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

is there 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?

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

No.

22. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

For land to which State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies, whether the land is –

(a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or

No.

(b) shown on the Lighting Intensity and Wind Shear Map under that Policy, or

No.

(c) shown on the Obstacle Limitation Surface Map under that Policy, or

No.

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

No.

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

No.



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

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

(a) Is the land to which the certificate relates 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) Is the land to which the certificate relates 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) Is the land to which the certificate relates 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) Is the land to which the certificate relates 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) Is the land to which the certificate relates 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.

Yes.

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.



Section 10.7 (2) Certificate
Address: 132 Minorca Circuit SPRING FARM 2570

Certificate No:20210911
Certificate Issue Date:03/03/2021

Ron Moore
General Manager

 70 Central Ave.
Oran Park NSW 2570

 PO Box 183, Camden 2570

 4654 7777

 ABN: 31 117 341 764

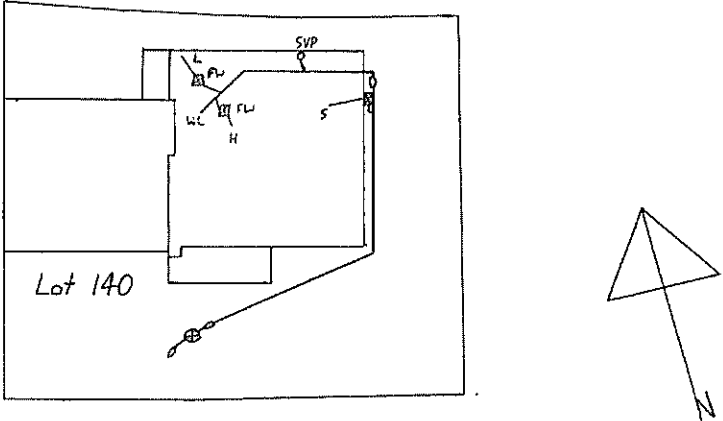
 mail@camden.nsw.gov.au

 camden.nsw.gov.au

 www.facebook.com/camdencouncil

Sewer Service Diagram

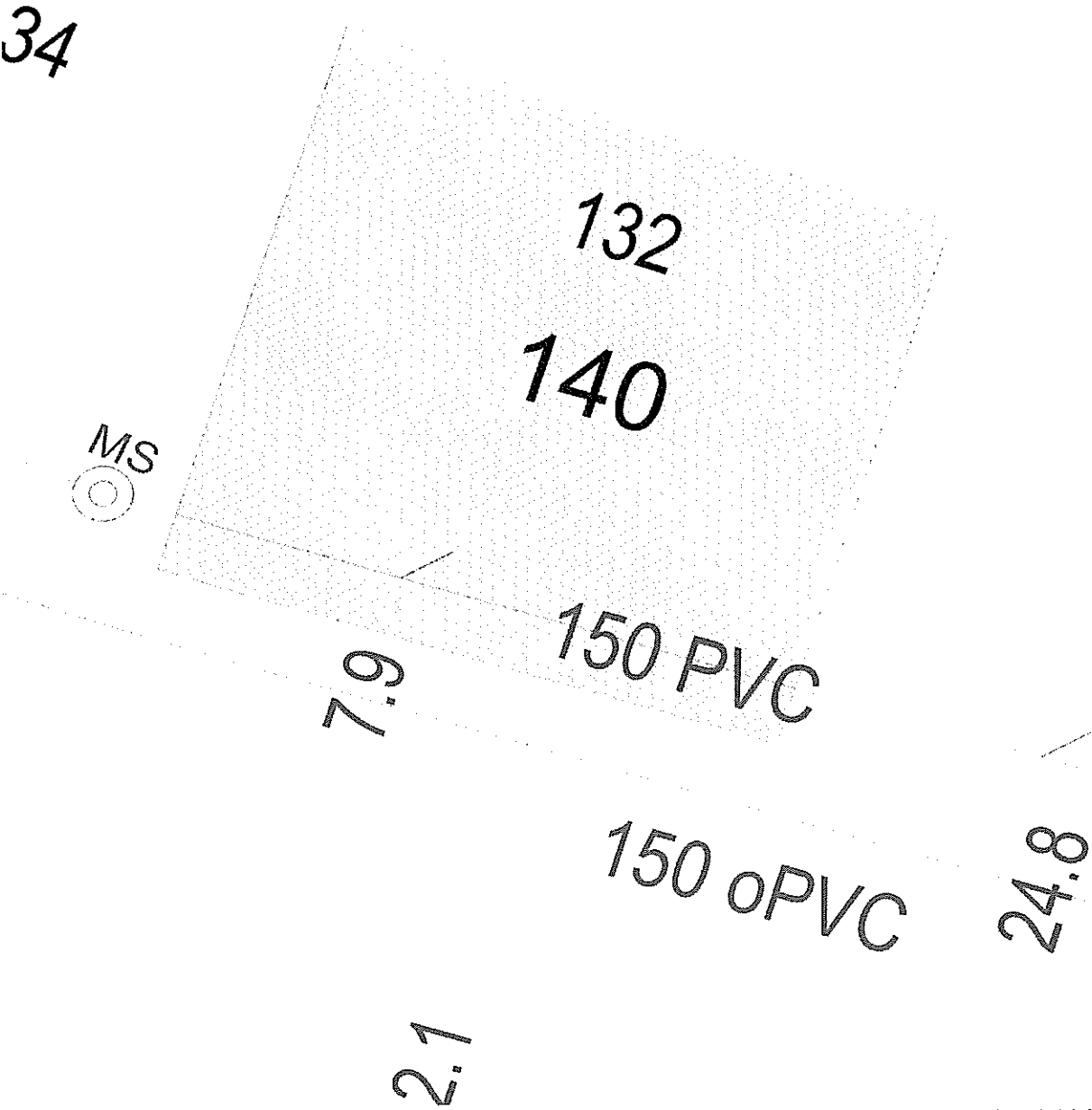
Application Number: 8000499645

SEWERAGE SERVICE DIAGRAM			
MUNICIPALITY OF <u>CAMDEN</u>	SUBURB OF <u>SPRING FARM</u>	SSD <u>7002563</u>	
Lot No. <u>140</u>	House No.	SCALE: <u>1:200</u>	
STREET <u>MINORCA CIRCUIT</u>			
INDICATES - DRAINAGE FITTINGS Manhole Chr Chamber Lmp Lampole Boundary Trap Inspection Shaft Pit Grease Interceptor Greywater Treatment System TMS Terminal Maint. Shaft MS Maintenance Shaft		INDICATES - PLUMBING FIXTURES & DR FITTINGS Gully Reflux Valve Inspection opening Vertical Pipe Induct Pipe Mice Flap Rodding Point Stoped Junction Vertical Junction On back Junction	
INDICATES - PLUMBING ON MORE THAN ONE LEVEL SVP Soil Vent Pipe		INDICATES - PLUMBING ON MORE THAN ONE LEVEL WWS Waste Stack	
INDICATES - PLUMBING FIXTURES & DR FITTINGS CO Clean out V Vent Pipe Tr.(L) Trough laundry S Sink (kitchen) WC Water Closet BUH. Bath Waste H Basin AAV Air Admittance Valve		INDICATES - PLUMBING FIXTURES & DR FITTINGS Bid Bidet Shr Shower DWM Disheswashing machine FW Floor waste gully CWM Clothes-washing machine BS Sink Bar LS Sink Labouratory LP Reducer	
INDICATES - PLUMBING FIXTURES & DR FITTINGS ELEC. Pump Unit Boundary Valve Boundary Valve with PRV Alarm Control Panel LP Stop Valve LP Air Valve HSV Flow Monitor Vacuum Chamber Flushing Point			
Licence No. <u>174273C</u>	Licence No.		
Permit/COC No. <u>6477928</u>	Permit/COC No.		
Signature <u>[Signature]</u>	Signature	Date <u>1/9/09</u>	Date
			
MINORCA CIRCUIT			
IMPORTANT NOTE			
This diagram was supplied to Sydney Water by the plumber / drainer whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Print from Sydney Water.			

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print
Application Number: 8000499650



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Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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