

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Professionals Narellan &amp; District Studio 9, Shop 11, "Narellan Supa-Centa" - In "The Exchange" Building, 38 Exchange Parade, Smeaton Grange, NSW 2567</b>	<b>Phone: 02 4623 0380</b>
co-agent		
vendor	<b>Magdalena Dominika Orczykowski and Dean Christopher Boland 15 Octoman Street, Forde, ACT 2914</b>	
vendor's solicitor	<b>Soden Legal Suite 7, Unit 18, 1 Gregory Hills Drive, Gledswood Hills NSW 2557</b>	<b>Phone: 1300 155 005 Email: kat@sodenlegal.com.au Fax: 02 4626 7390 Ref: KE:211100</b>
date for completion land (address, plan details and title reference)	<b>60th day after the contract date 310 Mount Annan Drive, Mount Annan, New South Wales 2567 Registered Plan: Lot 2206 Plan DP 1012064 Folio Identifier 2206/1012064</b>	(clause 15)

improvements  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other:

attached copies  documents in the List of Documents as marked or as numbered:  
 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 checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: shed, 2 x grey pots with frangipani plants, timber storage box, pool table and accessories including pool cues, pool balls, snooker balls.		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

buyer's agent

\_\_\_\_\_  
**vendor**

**GST AMOUNT** (optional)

The price includes  
 GST of: \$

\_\_\_\_\_  
**witness**

\_\_\_\_\_  
**purchaser**  JOINT TENANTS  tenants in common  in unequal shares

\_\_\_\_\_  
**witness**

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3) NO  yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA \_\_\_\_\_

**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 a *GSTRW payment*  
(GST 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 (GST 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 address (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 checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <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"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract <b>Other</b> <input type="checkbox"/> 59
<b>Home Building Act 1989</b> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

**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:**

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *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 *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and



- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>   | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>   | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

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

### Additional conditions

**These are additional conditions to the printed conditions in the Contract for the sale and purchase of land 2019 edition** and in the event of any inconsistency between the printed conditions and these additional conditions, these additional conditions will apply.

#### 32. Attachment of documents

Attached hereto are the documents itemised below. The purchaser shall not make any requisition, objection or claim for compensation nor have any right of rescission in relation to any matters disclosed therein:

- 32.1 computer Folio Identifier 2206/1012064;
- 32.2 Dealing W256097;
- 32.3 Deposited Plan DP1012064;
- 32.4 S.88B Instrument DP1012064;
- 32.5 Deposited Plan DP792463;
- 32.6 S.88B Instrument DP792463;
- 32.7 Deposited Plan DP802800;
- 32.8 S.88B Instrument DP802800;
- 32.9 Deposited Plan DP802842;
- 32.10 S.88B Instrument DP802842;
- 32.11 Deposited Plan DP834192;
- 32.12 S.88B Instrument DP834192;
- 32.13 s.10.7(2) certificate issued by CAMDEN Council;
- 32.14 sewerage service diagram letter;
- 32.15 sewerage location print;

#### 33. Amendments to printed conditions

Amendments to printed form of Contract for the Sale of Land - 2019 edition:

For every purpose of this Contract the terms of clauses 1 to 32 as printed on pages 4 to 19 inclusive of the form of Contract to which these clauses are annexed will be deemed to be amended as follows.

- 33.1 Clause 1 is amended so that for the purposes of the definition of *settlement cheque* the words "a building society or a credit union" is deleted from the definition of *bank*.
- 33.2 Clause 2.9 is amended to insert the following words at the end "In the event of the Vendors' Solicitor being the *depositholder* and required to invest such deposit it is agreed by the parties that the depositholder shall be entitled to charge their reasonable costs and disbursements of and incidental to investing such deposit at the rate of \$220.00 (incl GST) and deduct same from any interest earned on the deposit."
- 33.3 Clause 4.2 for the purposes of this clause 4.2, the Purchaser acknowledges that a sufficient statement of the Vendor's title is disclosed in this Contract and no further information is needed by the Purchaser to prepare the form of Transfer to be served by the Purchaser.
- 33.4 Clause 7 is amended as follows:
  - 33.4.1 Clause 7.1 is amended after the word "claims" where first appearing in line two by inserting "(irrespective of the amount of the claims)".
  - 33.4.2 Clause 7.1.1 is deleted.
- 33.5 Clause 8.1 is deleted and in lieu the following clause is inserted:
  - 33.5.1 8.1 The Vendor can rescind if:
    - 8.1.1 the Vendor is unable or unwilling to comply with a *requisition* or claim; and
    - 8.1.2 the Vendor *serves* a notice of intention to *rescind* which specifies the *requisition* or claim; and
    - 8.1.3 the Purchaser does not *serve* a notice waiving the *requisition* or claim *within* 14 days after that *service*.
- 33.6 Clause 10.1.9 – delete the words "the substance of" and insert "the existence of"
- 33.7 Clause 10 is amended to insert the following:
  - 33.7.1 10.4 For the purposes of printed clause 10 the Vendor discloses all of the material appearing in the copy documents attached to this Contract whether specified on page 2 or in additional condition 1 or not.
  - 33.7.2 10.5 If at the time of completion there is lodged for registration but not yet registered or there is noted on any certificate of title in respect of the property or any part thereof any mortgage, writ or caveat, the Purchaser will if so required by the Vendor accept a discharge or withdrawal of the dealing so far as the same relates to the property provided that such discharge or withdrawal is duly executed and in registrable form and the registration fees payable are allowed by the Vendor to the Purchaser on completion.
- 33.8 Clause 11.2 is deleted

- 33.9** Clause 13.13.1 is amended by replacing '5 days' with '14 days'
- 33.10** Clause 14.4.2 is amended by deleting the words "the person who owned the land owned no other land"
- 33.11** Clause 15 is deleted and in lieu the following clause is inserted:
- 33.11.1** 15.1 In the event of either *party* failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete at a time before 4.00pm *within* 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- 33.11.2** 15.2 The Vendor will not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The Vendor will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing and will be entitled to serve a notice to complete on the Purchaser notwithstanding that, at the time or at any time after such notice is issued, there is a charge on the property for any rate, tax or outgoing.
- 33.12** Clause 16.8 is deleted.
- 33.13** Clause 16.11.1 is amended to insert at the end "and at the option of the Vendor not later than 7 days prior to the date for completion, Viking Legal, suite 106, 147 King Street, Sydney is nominated as the special completion address".
- 33.14** Clause 16.12 is amended by deleting the words "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee"
- 33.15** Clause 16.13 is amended to insert at the end "For the purposes of this clause the Purchaser agrees the Vendor's additional costs being the professional fees of the Vendor's solicitor shall be calculated at \$275.00 (incl GST). The Purchaser agrees to pay by bank cheque or solicitor's cheque the sum of \$275.00 on or before settlement and any other monies payable (plus GST) and not recovered at settlement within seven (7) days to the Vendor's solicitors.
- 33.16** Clause 18.7 is amended by deleting the words "none is payable" and in lieu inserting the words "market rent determined by the selling agent or a real estate agent nominated by the vendor.
- 33.17** Clause 20.10 is amended by inserting at the end "the Purchaser acknowledges and agrees for all purposes the contents of this Survey are both disclosed and clearly described for the purposes of clause 6 and Schedule 2 of the Conveyancing (Sale of Land) Regulation 2017. The Purchaser will take title to the property subject to and cannot make a claim or requisition or rescind or terminate in respect of anything referred to or disclosed in the survey report which is annexed."
- 33.18** Clause 23 is amended as follows:
- 33.18.1** Clauses 23.6, 23.7, 23.9, 23.13 and 23.14 are deleted
- 33.19** Clauses 28 and 29 are deleted

#### **34. Death or incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

#### **35. Liquidation or bankruptcy**

- 35.1** If the Purchaser, being a corporation:
- 35.1.1** goes into liquidation or provisional liquidation; or
- 35.1.2** has a receiver or receiver and manager appointed to it or any of its assets; or
- 35.1.3** makes an assignment for the benefit of or enters into an arrangement or composition with its creditors; or
- 35.1.4** stops payment or is unable to pay its debts within the meaning of the Corporations Law; or
- 35.1.5** if any order is made or a resolution is effectively passed for the winding up of the Purchaser,
- then it is in breach of an essential obligation of this contract, and the Vendor may terminate this contract by service of notice, in which event the provisions of clause 9 shall prevail.
- 35.2** If the Purchaser is a natural person, the Purchaser warrants to the Vendor that:
- 35.2.1** he or she is not an undischarged bankrupt;
- 35.2.2** he or she has not entered into a deed of arrangement or called a meeting of creditors under Part X of the Bankruptcy Act 1966; and
- 35.2.3** he or she has not committed an act of bankruptcy.

**36. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property including any improvements and inclusions:

- 36.1** In its present condition and state of repair;
- 36.2** Subject to all defects latent and patent;
- 36.3** Subject to any infestations and dilapidation;
- 36.4** Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property including any rainwater downpipe being connected to the sewer;
- 36.5** Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land;
- 36.6** Subject to any dangerous or hazardous materials including asbestos, chemicals, hazardous substances, pollutants, contamination or other environmental hazards in or upon the property;

relying solely upon the Purchaser's own knowledge inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor and the Purchaser shall not call upon the Vendor to carry out any repairs or work whatsoever in relation to the property, improvements and/or inclusions.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation or require the vendor to apply for any certificate or approval arising out of any of the matters covered by this clause and must take title subject to any such matters.

**37. Late completion**

- 37.1** In the event that completion is not effected on the nominated day for settlement or such later date when the Vendor is in a position to complete, and provided such delay is not due to the default of the Vendor, then (in addition to all other remedies available to the Vendor) the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 8% per annum from the date nominated for completion until the actual day of completion, both dates inclusive; and
- 37.2** notwithstanding the clauses relating to the investment of the deposit all interest on the deposit earned after the date specified for completion shall be paid to the Vendor alone; and
- 37.3** any interest for late completion above shall be a liquidated debt and shall immediately be recoverable by the Vendor in any court of appropriate jurisdiction together with all costs and expenses of the Vendor relating to the enforcement and collection of payment and shall be payable by the Purchaser to the Vendor upon completion should the Vendor so require.
- 37.4** If completion does not occur on or before the date for completion as a result of any breach or default of the Purchaser, the Vendor, if ready, willing and able to complete on the date for completion or at a later date, is entitled to recover from the Purchaser in addition to all and any rights and claims, as liquidated damages payable on completion the sum of \$220.00 (incl GST) to cover legal costs incurred as a consequence of a notice to complete being served upon the Purchaser, and this sum is agreed as a pre-estimate of those legal expenses, and same is agreed to be allowed upon completion by the Purchaser and this clause is acknowledged by the Purchaser as an essential term of this Agreement.

**38. Agent**

The purchaser warrants that they were not introduced to the vendor or the property by or through any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**39. FIRB**

The Purchaser warrants to the Vendor that:

- 39.1** if the Purchaser is a natural person it is ordinarily resident in Australia or if the Purchaser is a corporation there is no substantial foreign interest in the Purchaser; and
- 39.2** whether the Purchaser is a natural person or a corporation, the acquisition of the property by the Purchaser does not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975 ("Act") and is not examinable by the Commonwealth Treasurer or Foreign Investment Review Board ("FIRB").

If the Purchaser breaches this warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This clause shall not merge on completion.

**40. Smoke alarms**

The property has smoke alarms installed.

**41. Swimming pool**

The property does not have a swimming pool.

**OR**

The property does not have a swimming pool.

**42. Entire contract**

The Purchaser acknowledges that he does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written Contract provided further if there shall be any additional amendment to the terms and conditions of this Contract after the date hereof the same shall only be binding if acknowledged in writing by the party (or his Solicitor) to be bound thereby.

**43. Severability**

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

**44. Rescission by vendor**

Should the Purchaser become entitled to rescind this Contract for the breach of the warranty in clause 1(d) of Schedule 3, Part 1 of the Conveyancing (Sale of Land) Regulation 2017, the Vendor shall also be entitled to rescind the Contract provided such right is exercised before the Purchaser has served his notice of rescission.

**45. Deposit**

**45.1** Although a full 10% deposit is payable by the purchaser, the vendor has agreed to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange being \$\_\_\_\_\_. The balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms hereof. If the Vendor shall permit the Purchaser to pay the 10% deposit in instalments, which is to be further agreed in writing by the Vendor, then the Purchaser agrees to pay same as follows:

- (a) \$\_\_\_\_\_ 0.25% of the purchase price as at the date of this Contract; and
- (b) \$\_\_\_\_\_ a total of 5% prior to expiry of the cooling off period (if applicable to this contract) stipulated in this Contract; {DELETE IF NOT APPLICABLE} and
- (c) \$\_\_\_\_\_ balance of total of 10% deposit by bank cheque on the date for completion stipulated in this Contract or upon earlier termination by the Vendor or completion of this Contract, whichever shall first occur, and which date is hereinafter the "the balance deposit due date".

**45.2** The Vendor shall not be obliged to complete the sale of the property unless the amount of unpaid deposit is paid by bank cheque as aforesaid.

**45.3** Any interest earned on the investment of the deposit shall be paid to the Vendor.

**45.4** In the event that the Purchaser shall fail to pay any amount of deposit, whether instalment or otherwise, then the Purchaser is in default and agrees that the amount of unpaid deposit being the amount which is the equivalent of 10% of the purchase price shall be a liquidated debt due by the Purchaser to the Vendor and that the Vendor shall be able to recover the amount of balance unpaid deposit in any Court of competent jurisdiction together with:

- (a) The Vendor's legal costs and disbursements on an indemnity basis; plus
- (b) Interest at 8% calculated on the amount of unpaid deposit from the balance deposit due date until the date that the balance deposit is paid by the Purchaser to the Vendor.

**46. Release of deposit for payment of a deposit and transfer duty**

The purchaser agrees and acknowledges that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or transfer duty on any piece of real estate that the vendors negotiate to purchase between the date of this contract and the Date for completion or the date of actual completion if settlement occurs after the Date for completion for payment of same to a real estate agent's trust account or solicitor's trust account for such purchase and which deposit shall not be further released without the express written consent of the purchaser or their solicitor.

**47. Guarantee for corporate purchaser**

**47.1** In consideration of the vendor contracting with the corporate purchaser \_\_\_\_\_  
 \_\_\_\_\_ ACN \_\_\_\_\_,

\_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ (the guarantors),

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

**47.2** The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

**47.3** The obligations of the guarantor under this clause are essential and will continue after completion.

**47.4** It is an essential term of this contract for the benefit of the Vendor that the guarantor signs this contract and if the guarantor does not sign this contract the Vendor may treat same as breach of an essential provision of this contract by the Purchaser.

<b>SIGNED</b> by _____ )	
the guarantors in the presence of: _____ )	x _____
	Signature – Guarantor
_____	Print name and address:
Signature of Witness	
	x _____
_____	Signature – Guarantor
Print Name and address of Witness	Print name and address:

**48. Solar panels**

The purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, then the parties agree as follows:

**48.1** Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;

**48.2** The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

**48.3** The vendor make no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

**49. No Objection to Area Discrepancy**

The Purchaser hereby acknowledges that the Vendor or its agent has estimated the area of the property sold from the area and measurements shown on the registered title plan attached to this contract. Notwithstanding any other condition in this contract the Purchaser hereby acknowledges it has satisfied itself by survey or otherwise prior to the date hereof the area and measurements of the property sold and will raise no objection, requisition or claim of any kind in respect to any discrepancy in relation to the area or measurements of any of the lots included in the sale and whether or not such area or measurements differ in any respect from that shown in any of the plans annexed to the contract (including whether or not any area or measurement is substantially less or more than that shown on any plan annexed to this contract and whether or not any such area includes or excludes any road).

**50. INTENTIONALLY DELETED**

**51. INTENTIONALLY DELETED**

**52. INTENTIONALLY DELETED**





FOLIO: 2206/1012064

-----

SEARCH DATE	TIME	EDITION NO	DATE
7/4/2021	9:25 PM	5	1/9/2018

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

LAND

-----

LOT 2206 IN DEPOSITED PLAN 1012064  
AT MOUNT ANNAN  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1012064

FIRST SCHEDULE

-----

DEAN CHRISTOPHER BOLAND  
MAGDALENA DOMINIKA ORCZYKOWSKI  
AS JOINT TENANTS (T AE405687)

SECOND SCHEDULE (7 NOTIFICATIONS)

-----

- 1 W256097 LAND EXCLUDES MINERALS
- 2 DP792463 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP802800 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP802842 RIGHT OF CARRIAGEWAY 30 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP834192 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1012064 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S. 88B INSTRUMENT
- 7 AE405688 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

20200249

PRINTED ON 7/4/2021

\* 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.

RP 44



W256097

**RESUMPTION APPLICATION**

SECTION 31A (3), REAL PROPERTY ACT, 1900  
 (See Instructions for Completion on back of form)

RA C 1 of 1 B.  
 \$33 R1/1

DESCRIPTION OF LAND Note (a)

Torrens Title Reference	If part only, delete Whole and give details	Location
101/718669 503/709630 505/709630	WHOLE	NARELLAN

APPLICANT Note (b)

NEW SOUTH WALES LAND AND HOUSING CORPORATION,	OFFICE USE ONLY  OVER
---	-----------------------------

Note (c) (the abovenamed Applicant) in consequence of the resumption notified in Government Gazette dated 21st February, 1986, folio 806, hereby applies to the Registrar General (i) to make all such recordings in the Register as may be necessary to give effect to the resumption so far as it relates to the land above described and (ii) to issue a new Certificate of Title for the resumed land.

Note (d)

Note (e)

HOUSING ACT, 1976, PUBLIC WORKS ACT, 1912, AS AMENDED

ACQUISITION OF LAND FOR THE PURPOSES OF THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

IT is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that in pursuance of the Provisions of section 12 of the Housing Act, 1976, so much of the lands described in the First Schedule hereunder as is Crown land is hereby appropriated, and so much of the said lands as is private property is hereby resumed, under the Public Works Act, 1912, as amended, for the purposes of the Housing Act, 1976, and that the said lands are vested in the New South Wales Land and Housing Corporation excepting the mines and minerals and easements described in the Second Schedule hereto, which are excepted from the vesting.

FIRST SCHEDULE

All those pieces or parcels of land situate at Narellan, in the Municipality of Camden, Parishes of Narellan and St Peter, County of Cumberland, and being lot 101 in Deposited Plan 718669 and lots 503 and 505 in Deposited Plan 709630.

SECOND SCHEDULE

- (a) All mines and minerals contained therein.
- (b) Easement for transmission line see J476019.
- (c) Easement for transmission line see K135418.
- (d) Easement for transmission line see L703319.
- (e) Easement for transmission line see L995283.
- (f) Easement for transmission line see M148016.

Dated at Sydney, this 19th day of February, 1986.

DATE OF APPLICATION ..... March, 1986.....

J.A. ROWLAND, Governor.

EXECUTION Note (f)

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.  
 Signed in my presence by the authorised officer of the applicant

By His Excellency's Command

F.J. WALKER, Minister for Housing.

*M. J. Toher*  
 Signature of Witness

MICHAEL TOOHER  
 Name of Witness (BLOCK LETTERS)

*R. Zande*  
 LEO MICHAEL ZANDE  
 AUTHORISED OFFICER  
 LAND AND HOUSING CORPORATION  
 Signature of authorised officer

22 Coventry Road, Homebush (Public Servant)  
 Address and occupation of Witness

TO BE COMPLETED BY LODGING PARTY Notes (g) and (h)

LODGED BY Department of Housing, Landcom Town Hall House, Sydney Square, Sydney. Phone: 267-1955 Delivery Box Number 984A		DOCUMENTS LODGED  c/To Homebush 101/718669 503/709630 505/709630	
Extra Fee	Checked by <i>MF</i> 2/16	REGISTERED - -19 - 1 MAY 1986 	3CT  NOCT

OFFICE USE ONLY

\$33  
C.

51.0

RP 44

**INSTRUCTIONS FOR COMPLETION**

Use this form where the land resumed is under the provisions of the Real Property Act, 1900.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the applicant.

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 applicant and the attesting witness.

The following instructions relate to the side notes on the form.

(a) Description of land.

(i) TORRENS TITLE REFERENCE—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land subject of this application, e.g. 125/5P12345 or Vol. 8514 Fol. 126.

(ii) PART/WHOLE—If part only of the land in the folio of the Registrar is the subject of the application, delete the word "Whole" and insert the lot and plan number, portion, &c.

(iii) LOCATION—Insert the locality shown on the Certificate of Title/Crown Grant, e.g. at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Ross.

(b) State the name of Authority in which the land is vested.

(c) Show date and folio number of the Gazette notification.

(d) Delete this clause if the issue of a new certificate of title is not required.

(e) Insert a copy of the Gazette Notification. If the space provided is insufficient for this purpose, use an annexure sheet (identified as such) of the same size and quality of paper as this form.

(f) Execution.

The certificate of correctness under the Real Property Act, 1900 must be signed by an authorised officer of the applicant who should execute the dealing in the presence of an adult witness to whom he is personally known.

Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

(g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(h) If any document is lodged with this application, record in DOCUMENTS LODGED panel.

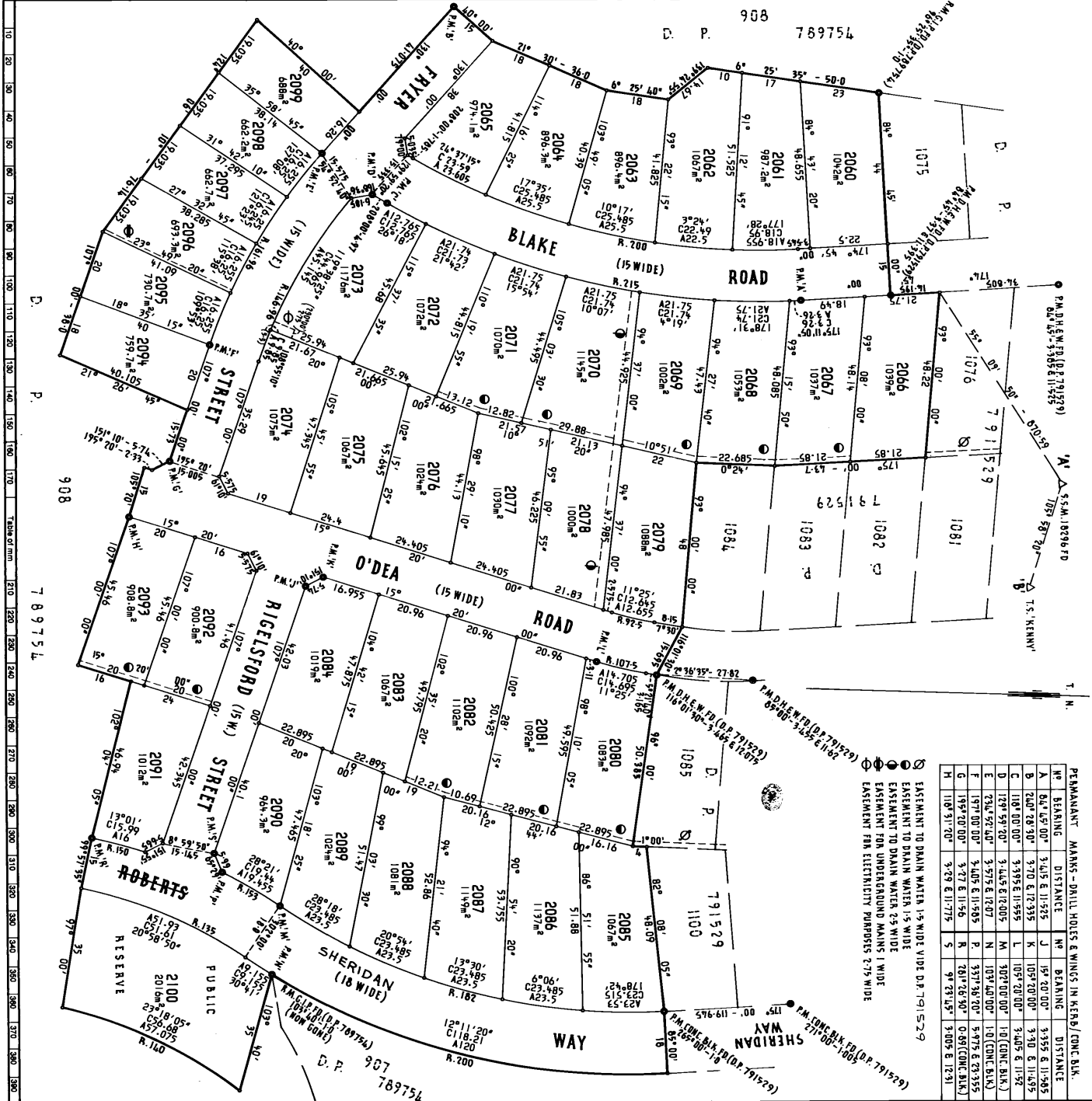
OFFICE USE ONLY

DIRECTION: PROP						
FIRST SCHEDULE DIRECTIONS						
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) 1	(E)	NAME AND DESCRIPTION
			S			NEW SOUTH WALES LAND AND HOUSING CORPORATION
SECOND SCHEDULE AND OTHER DIRECTIONS						
(F)	FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I)	DEALING NUMBER	(K) DETAILS
	503/709630	SET	GRN			
		OFF	AA		H859803	
		OFF	EA		DP518633	
		ON	AA			Land excludes minerals
	505/709630	SET	GRN			
		OFF	CV		K965068	
		ON	AA			Land excludes minerals
	101/718669	SET	GRN			
		OFF	AA			
		OFF	EA		F213126	
		OFF	EB		F213126	
		OFF	CV		K305366	
		OFF	CV		K390198	
		OFF	CV		K459791	
		OFF	CV		K576301	
		OFF	EA		DP233953	
		OFF	EB		DP233953	
		OFF	EA		L302335	
		OFF	RU		Q919262	
		OFF	EA		T934137	
		ON	AA			Land excludes minerals

PLAN FORM 2  
SIGNATURE AND SEALS ONLY.

SIGNED BY ME, RALPH STUART BRUCE AS DELEGATE OF THE LAND AND HOUSING CORPORATION, AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF THE REVOCATION OF SUCH DELEGATION.

**Council Clerk's Certificate**  
I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements of section 446 of that Act) and the requirements of section 446 of the Metropolitan Water, Sewerage, and Drainage Act, 1908 as amended have been complied with by the applicant in relation to the proposed subdivision, (consolidated lot) set out herein.  
I, the Council Clerk, do hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements of section 446 of that Act) and the requirements of section 446 of the Metropolitan Water, Sewerage, and Drainage Act, 1908 as amended have been complied with by the applicant in relation to the proposed subdivision, (consolidated lot) set out herein.  
I, the Council Clerk, do hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements of section 446 of that Act) and the requirements of section 446 of the Metropolitan Water, Sewerage, and Drainage Act, 1908 as amended have been complied with by the applicant in relation to the proposed subdivision, (consolidated lot) set out herein.



PERMANENT	MAINS - DRILL HOLES & WINGS IN STRIPS/CONC. BLK.				
N <sup>o</sup>	BEARING	DISTANCE	N <sup>o</sup>	BEARING	DISTANCE
A	84.45° 00'	3.415 & 11.525	J	15° 20' 00"	3.555 & 11.985
B	240° 28' 30"	3.710 & 17.335	K	105° 20' 00"	3.740 & 11.435
C	110° 00' 00"	3.335 & 11.555	L	105° 20' 00"	3.405 & 11.595
D	129° 58' 20"	3.445 & 17.005	M	302° 00' 00"	1.0 (CONC. BLK.)
E	73° 42' 40"	3.375 & 17.027	N	103° 40' 00"	1.0 (CONC. BLK.)
F	137° 00' 00"	3.405 & 11.985	P	337° 30' 00"	3.775 & 12.335
G	154° 20' 00"	3.575 & 11.965	R	201° 20' 00"	0.91 (CONC. BLK.)
H	110° 31' 20"	3.29 & 11.775	S	9° 23' 45"	3.005 & 12.31

OFFICE USE ONLY  
DP 792463

Registered: 9-10-1989  
CA: \_\_\_\_\_  
Title System: TORRENS  
Purpose: SUBDIVISION  
Ref. Map: U332-2  
U1330-B  
Last Plan: D.P. 789754

PLAN  
OF SUBDIVISION OF  
LOT 906 IN D.P. 789754

Lengths are in meters. Reduction Ratio: 800  
Mains -  
CAMDEN  
Locality: NARELLAN  
Parish: NARELLAN  
County: CUMBERLAND

PAUL MICHAEL DAVY  
JOHN N. DAVY & ASSOC. PTY. LTD.  
21st AUGUST 1989

Plans used in preparation of survey:  
D.P. 789754  
D.P. 791529

PANEL FOR USE ONLY for statements of public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.  
PURSUANT TO SECTION 61 OF THE PUBLIC HOUSING ACT 1976, IT IS INTENDED TO PRODUCE A PLAN OF SUBDIVISION OF LOT 906 IN D.P. 789754, INTENDING TO BLAKE ROAD, O'DEA ROAD, ROBERTS WAY, AS PUBLIC HIGHWAY.  
WHEN ANY LOT SHOWN HEREIN ABUTS ON A NON-ROAD STYEMAN ROAD, THE TITLE STYEMAN ROAD, AND NOT TO THE MIDDLE LINE THEREOF.  
PURSUANT TO SECTION 62B OF THE CONVEYANCING ACT 1919-1966, AS AMENDED, IT IS INTENDED TO CREATE:  
1. EASEMENT TO DRAIN WATER 1.5 WIDE  
2. EASEMENT TO DRAIN WATER 7.5 WIDE  
3. EASEMENT FOR UNDERGROUND  
4. EASEMENT FOR ELECTRICITY  
5. EASEMENT FOR ELECTRICITY  
6. RESTRICTION ON USE  
PURSUANT TO SECTION 15(3) OF THE HOUSING ACT 1976, IT IS INTENDED TO LOT 906 AS PUBLIC RESERVE

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 1 of 4 Sheets)

PART 1

PLAN

**DP792463**

Plan of subdivision of Lot 906 in Deposited  
Plan 789754

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation,  
23-31 Moore Street,  
Liverpool, N.S.W., 2170

1. Identity of easement firstly referred  
to in abovementioned plan.

Easement to drain water 1.5 wide

Schedule of lots etc., affected

Lots burdened

2067  
2068  
2069  
2070  
2071  
2080  
2081  
2082  
2092  
2093

Lots benefited

2066  
2066, 2067  
2066, 2067, 2068  
2071, 2072  
2072  
2081, 2082, 2083  
2082, 2083  
2083  
2093, Lot 908 in d.p.789754  
Lot 908 in D.P. 789754 Folio Identifier  
908/789754

2. Identity of easement secondly referred  
to in abovementioned plan.

Easement to drain water 2.5 wide

Schedule of lots etc., affected

Lots burdened

2070  
2078

Lots and name of road benefited

2066, 2067, 2068, 2069, 2071, 2072 and Blake  
Road  
2066, 2067, 2068, 2069, 2070, 2071, 2072 and  
Blake Road

3. Identity of easement thirdly referred  
to in abovementioned plan.

Easement for underground mains 1 wide

Schedule of lots etc., affected

Lot burdened

2096

Authority benefited

Prospect County Council

4. Identity of easement fourthly referred  
to in abovementioned plan.

Easement for electricity purposes 2.75 wide

Schedule of lots etc., affected

Lot burdened

2073

Authority benefited

Prospect County Council



*Handwritten initials*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 2 of 4 Sheets)

PART 1

PLAN  
**DP792463**

Plan of subdivision of Lot 906 in Deposited  
Plan 789754

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation,  
23-31 Moore Street,  
Liverpool, N.S.W., 2170

5. Identity of restriction fifthly referred  
to in abovementioned plan.

Restriction on use

Schedule of lots etc. affected

Lots burdened

Lots benefited

Each Lot

Every Other Lot

6. Identity of restriction sixthly referred  
to in abovementioned plan.

Restriction on use

Schedule of lots etc. affected

Lots burdened

Authority benefited

2081, 2082, 2086, 2087, 2088

Camden Municipal Council

PART 2

3. Terms of easement thirdly referred to in abovementioned plan.

An easement for the transmission of electricity with full and free right leave liberty and licence for the Council and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer of the Council for the time being.

NAME OF AUTHORITY whose consent is required to release vary or modify the easement thirdly referred to in abovementioned plan.

PROSPECT COUNTY COUNCIL

4. Terms of easement fourthly referred to in abovementioned plan.

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by The Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that The Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

NAME OF AUTHORITY whose consent is required to release vary or modify the easement fourthly referred to in abovementioned plan.

PROSPECT COUNTY COUNCIL



*[Handwritten signature]*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 3 of 4 Sheets)

PART 2

PLAN

**DP792463**

Plan of subdivision of Lot 906 in Deposited  
Plan 789754

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation,  
23-31 Moore Street,  
Liverpool, N.S.W., 2170

5. Terms of Restriction on use fifthly referred to in abovementioned plan.

- (a) No more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the resubdivision of one or more of the lots burdened.
- (b) No garage or outbuilding shall be erected or permitted to remain on each Lot burdened except until after or concurrently with the erection of any main building thereon.
- (c) Without the prior consent in writing of the New South Wales Land and Housing Corporation which the New South Wales Land and Housing Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever, no building or structure shall be erected on any Lot burdened having external walls other than of new materials and any such building shall not be of a prefabricated or a temporary structure or of a kit-type construction or which has been transported to or re-assembled on such a Lot.
- (d) No fence shall be erected on each lot burdened, closer to the street than the house building line, as fixed by the responsible Shire, Municipal or City Council.
- (e) No fence shall be erected on each Lot burdened to divide is from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- (f) No advertisement hoarding sign or matter shall be displayed or erected on each Lot burdened (other than a sign advertising that the said Lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.
- (g) No sanitary convenience erected on each Lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said Lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said lot fronts then the same shall be suitably screened.
- (h) No earth clay stone gravel soil or sand shall be excavated carried away or removed from each Lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said Lot or for any purposes incidental or ancillary thereto.

NAME OF AUTHORITY whose consent is required to release vary of modify the restriction on use fifthly referred to in abovementioned plan.

NEW SOUTH WALES LAND AND HOUSING CORPORATION



*P.B.*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 4 of 4 Sheets)

PART 2

PLAN

**DP792463**

Plan of subdivision of Lot 906 in Deposited  
Plan 789754

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation,  
23-31 Moore Street,  
Liverpool, N.S.W., 2170

6. Terms of restriction on use sixthly referred to in abovementioned plan.

No building shall be erected on filled land unless the requirements of Camden Municipal  
Council has been complied with.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on use  
sixthly referred to in abovementioned plan.

CAMDEN MUNICIPAL COUNCIL AND THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me RALPH STUART BRUCE )  
as DELEGATE of the NEW SOUTH )  
WALES LAND AND HOUSING CORPORATION )  
who hereby declares that he has no )  
notice of the revocation of the )  
delegation in the presence of: )

New South Wales Land and Housing Corporation  
by its delegate.

*R. Stuart Bruce*

*R. Stuart Bruce*

REGISTERED  1-10-89



PLAN FORM 2

SIGNATURE AND SEALS ONLY

SIGNED BY ME, RALPH STUART BRUCE  
 AS DELEGATE OF THE LAND AND HOUSING  
 CORPORATION, AND I HEREBY CERTIFY THAT  
 I HAVE NO NOTICE OF THE REVOCATION OF  
 SUCH DELEGATION.

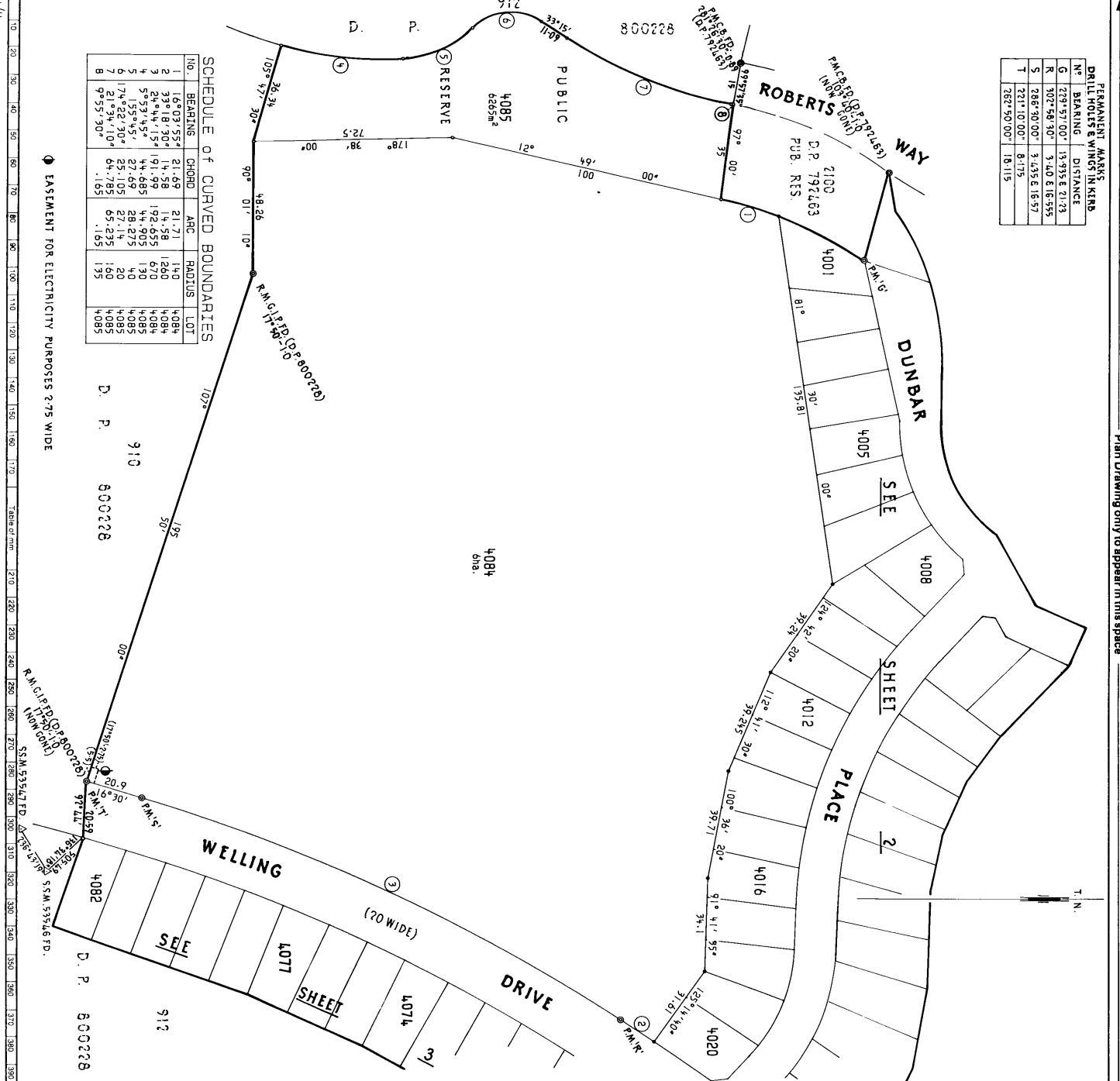
*Ralph Stuart Bruce*

PERMANENT MARKS DRILL HOLES & WINGS IN KIND		
N <sup>o</sup>	BEARING	DISTANCE
G	279° 57' 00"	13.935 E 21.73
R	302° 56' 30"	3.10 E 16.555
S	288° 30' 00"	3.435 E 16.57
T	221° 10' 00"	8.175
	262° 50' 00"	10.115

Crown Lands Office Approval  
 Land District: ...  
 Paper No: ...  
 Folio Book: ...

Council Clerk's Certificate

PLAN APPROVED: ...  
 I hereby certify that:—  
 (a) the requirements of the Local Government Act 1993 (other than ...)  
 (b) the requirements of section 56B of the Land Acquisition (Process) NSW Act 1987 as amended, ...  
 have been complied with by the applicant in relation to the ...  
 Date: ...  
 Signature: ...  
 Council Clerk's Certificate



SCHEDULE of CURVED BOUNDARIES

N <sup>o</sup>	BEARING	CHORD	ARC	RADIUS	LOT
1	16° 03' 55"	21.49	21.71	14.0	4084
2	32° 18' 30"	14.58	14.58	126.0	4084
3	55° 37' 45"	91.985	102.085	67.0	4084
4	155° 45'	27.465	28.275	14.0	4085
5	174° 22' 30"	25.105	27.115	20	4085
6	21° 34' 10"	64.785	65.235	160	4085
7	9° 55' 30"	1.165	1.165	135	4085

RESERVE  
 PUBLIC  
 ROBERTS WAY  
 DUNBAR WAY  
 SHEET 2  
 PLACE  
 DRIVE  
 WELLINGS DRIVE  
 SHEET  
 LOT 74  
 LOT 73  
 LOT 72  
 LOT 71  
 LOT 70  
 LOT 69  
 LOT 68  
 LOT 67  
 LOT 66  
 LOT 65  
 LOT 64  
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 LOT 62  
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 LOT 8  
 LOT 7  
 LOT 6  
 LOT 5  
 LOT 4  
 LOT 3  
 LOT 2  
 LOT 1

OFFICE USE ONLY

DP 802800

Registered: ...

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: UTA22-2#

Last Plan: D.P. 800228

PLAN: OF SUBDIVISION OF LOT 911 IN D.P. 800228

Municipality: CAMDEN

Locality: NARELLAN

Parish: NARELLAN

County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets

PAUL MICHAEL DALY  
 JOHN DALY & ASSOC. PTY. LTD.  
 20 BOND STREET, SYDNEY, N.S.W.  
 I, the undersigned, being a duly qualified and licensed Surveyor under the Surveyors Act 1993, do hereby certify that the survey represented in this plan was conducted in accordance with the Survey Practice Regulations 1982 and any special requirements of the Department of Lands and was completed on 7th MAY 1990.

Signature: *Paul M Daly*  
 Surveyor registered under the Surveyors Act 1993 as provided under clause of Survey No. A-8

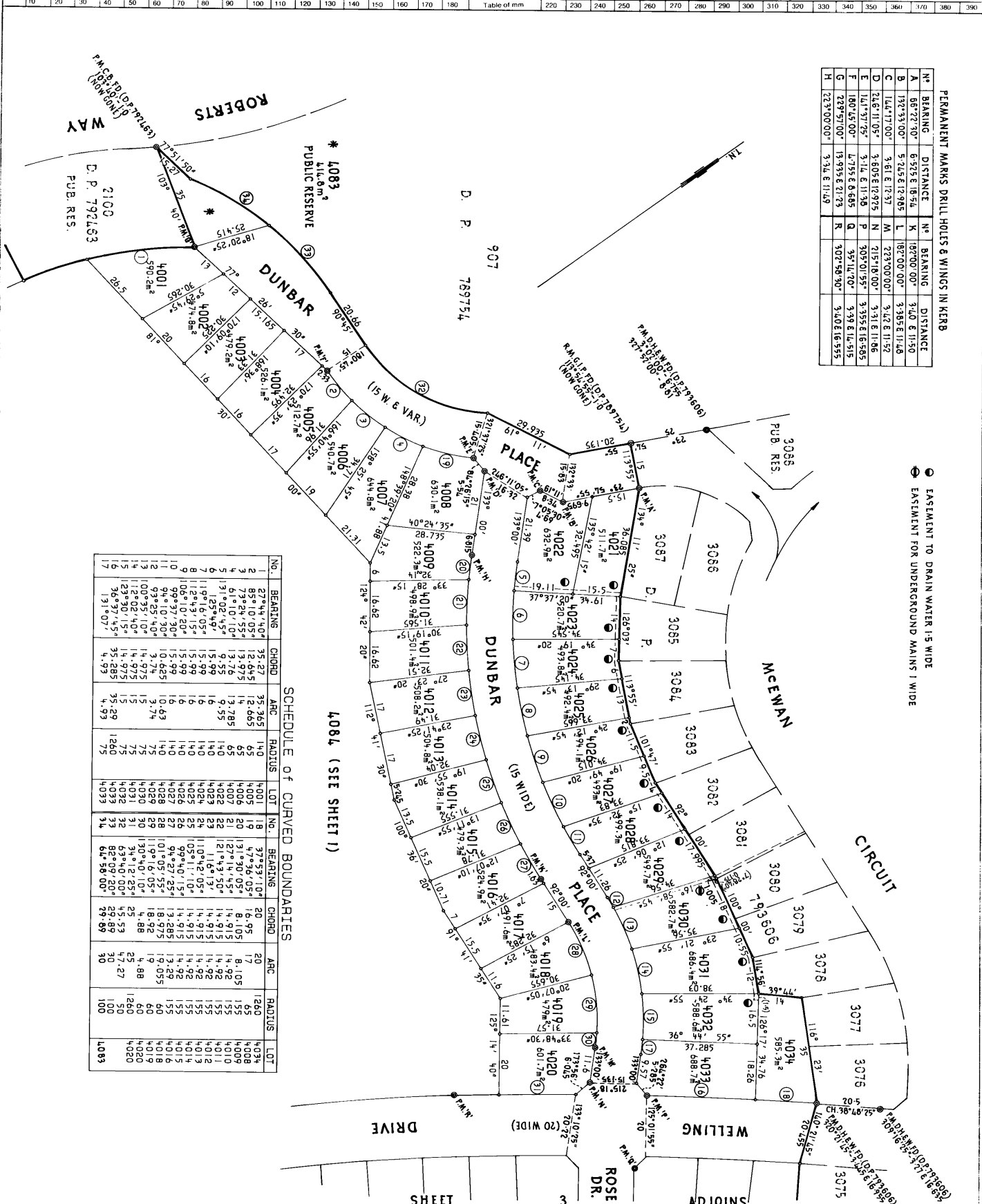
Plans used in preparation of survey/completion:  
 D.P. 718669, D.P. 789754, D.P. 792463  
 D.P. 793606, D.P. 800228, D.P.

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create restrictions on the use of land or positive covenants:  
 WHERE ANY LOT SHOWN HEREIN ABUTS ON A NON-TIDAL STREAM OR ROAD THE TITLE EXTENDS ONLY TO THE BOUNDARY OF THE STREAM OR ROAD AND NOT TO THE MIDDLE LINE THEREOF.  
 PURSUANT TO SECTION 15(4) OF THE HOUSING ACT 1976, IT IS INTENDED TO PROCLAIM LOTS 4089 AND 4085 AS PUBLIC RESERVE.  
 PURSUANT TO SECTION 81 OF THE PUBLIC WORKS ACT 1972, AND SECTION 15(5) OF THE HOUSING ACT 1976, IT IS INTENDED TO PROCLAIM:  
 CROSS PLACE, DUNBAR PLACE, PAKEMHAM PLACE, ROSE DRIVE AND WELLINGS DRIVE AS PUBLIC HIGHWAYS.  
 PURSUANT TO SECTION 88 B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:  
 1. EASEMENT TO DRAIN WATER 1.5 WIDE MAINS 1. WIDE  
 2. EASEMENT FOR UNDERGROUND MAINS 1. WIDE  
 3. EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE  
 4. RESTRICTION ON USE  
 5. RESTRICTION ON USE

PERMANENT MARKS DRILL HOLES & WINGS IN KERB

N°	BEARING	DISTANCE	N°	BEARING	DISTANCE
A	66°22'30"	6.505 E 18.54	K	187°00'00"	3.40 E 11.50
B	192°31'00"	5.25 E 12.945	L	182°00'00"	3.685 E 11.45
C	144°17'00"	3.61 E 12.57	M	223°00'00"	3.42 E 11.52
D	246°11'05"	3.605 E 12.975	N	715°18'00"	3.31 E 11.86
E	141°37'25"	3.14 E 11.34	P	305°01'55"	3.95 E 16.585
F	180°45'00"	4.735 E 8.685	Q	35°14'20"	3.39 E 14.515
G	229°57'00"	13.935 E 21.23	R	302°58'30"	3.40 E 16.555
H	223°00'00"	3.34 E 11.49			

● EASEMENT TO DRAIN WATER 1.5 WIDE  
 ○ EASEMENT FOR UNDERGROUND MAINS 1 WIDE

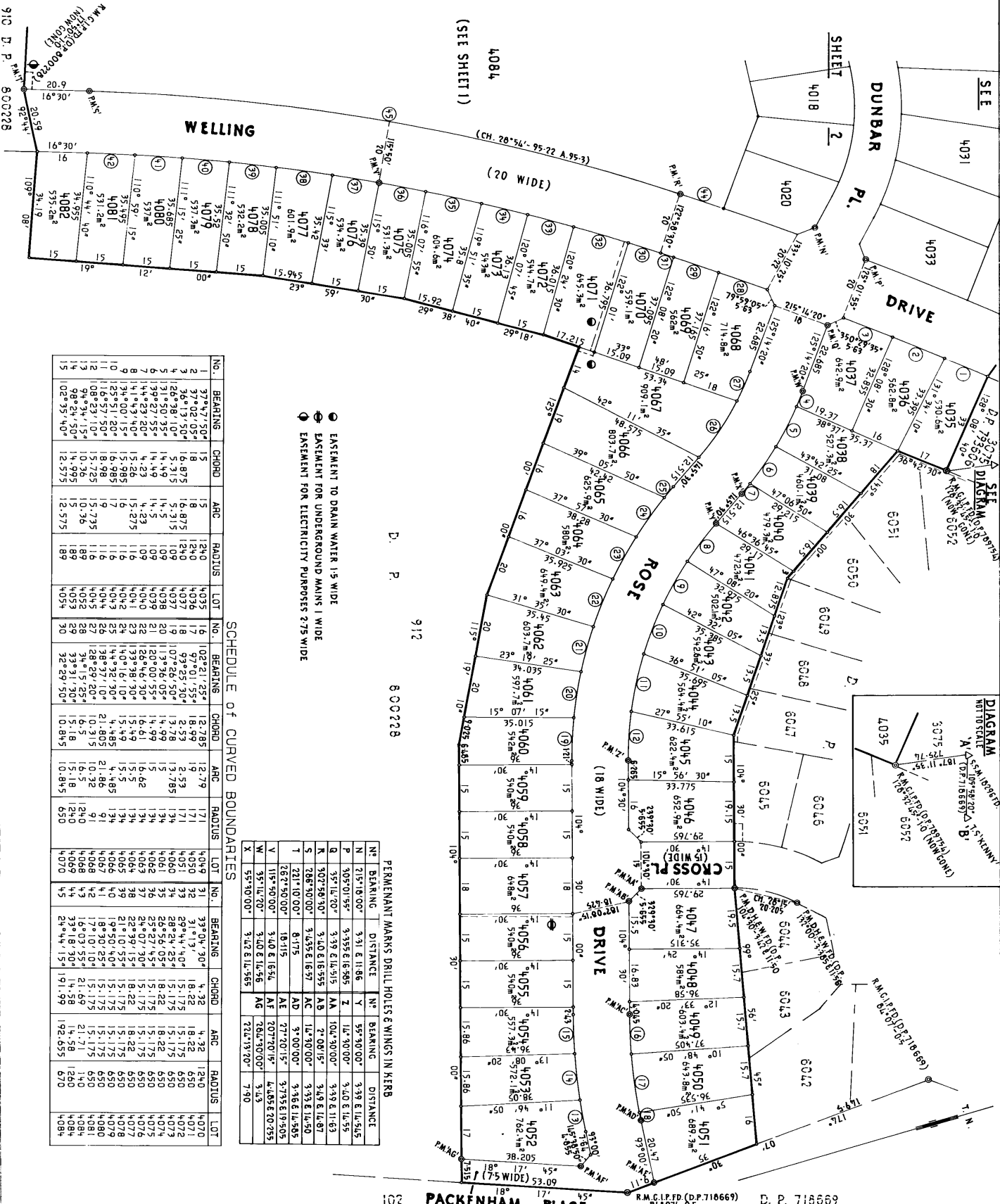


4084 (SEE SHEET 1)

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS	LOT	NO.	BEARING	CHORD	ARC	RADIUS	LOT
1	27°44'40"	58.827	35.345	140	4001	18	37°32'01"	20.95	20	1260	4034
2	85°10'05"	12.645	14	4005	19	131°30'05"	8.105	15	92	4008	
3	73°24'55"	13.975	14	4006	20	127°04'45"	14.915	15	152	4010	
4	61°10'10"	13.765	65	4007	21	127°04'45"	14.915	14.92	155	4011	
5	131°02'45"	9.55	140	4022	22	121°03'50"	14.915	14.92	155	4012	
6	118°16'05"	15.99	16	4023	23	116°13'	14.915	14.92	155	4013	
7	93°16'05"	15.99	16	4024	24	110°42'05"	14.915	14.92	155	4014	
8	105°41'10"	15.99	16	4025	25	105°41'10"	14.915	14.92	155	4015	
9	92°40'15"	15.99	16	4026	26	92°40'15"	14.915	14.92	155	4016	
10	105°41'10"	15.99	16	4027	27	101°05'45"	13.285	19	155	4018	
11	99°27'30"	15.99	16	4028	28	101°05'45"	13.285	19	155	4019	
12	94°10'30"	10.625	3.74	4029	29	119°16'05"	18.82	4.88	60	4020	
13	112°02'40"	14.975	15	4030	30	130°40'10"	4.88	25	50	4020	
14	112°02'40"	14.975	15	4031	31	34°12'25"	45.53	4.88	25	50	
15	123°30'15"	14.975	75	4032	32	82°09'20"	29.89	4.88	25	50	
16	36°39'45"	35.285	35.29	4033	33	82°09'20"	29.89	4.88	25	50	
17	131°07'	4.93	4.93	4033	34	64°58'00"	79.89	30	100	4080	

Registered: **DP 802800**  
 23.5.1990  
 7th MAY 1990  
*Paul M Kelly*  
 SIGNED BY ME RALPH STUART BRUCE AS DELEGATE OF THE LAND AND HOUSING CORPORATION AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF THE REVOCATION OF SUCH DELEGATION.  
*Ralph Stuart Bruce*



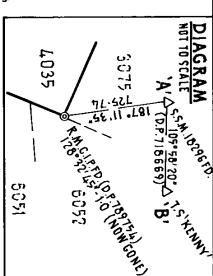
- EASEMENT TO DRAIN WATER 1.5 WIDE
- EASEMENT FOR UNDERGROUND MAINS 1 WIDE
- EASEMENT FOR ELECTRICITY PURPOSES 275 WIDE

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS	LOT NO.	BEARING	CHORD	ARC	RADIUS	LOT NO.	BEARING	CHORD	ARC	RADIUS	LOT NO.
1	37°02'50"	1.8	1.8	1240	16	102°21'22"	16.978	12.79	17	17	17	17	17	17	17
2	37°02'03"	1.8	1.8	1240	17	97°01'55"	16.978	12.79	17	17	17	17	17	17	17
3	36°13'50"	1.8	1.8	1240	18	93°29'30"	2.573	2.573	171	171	171	171	171	171	171
4	126°38'10"	5.315	10.9	4037	18	107°06'50"	13.728	13.785	134	134	134	134	134	134	134
5	31°50'33"	4.49	10.9	4038	20	113°36'50"	14.99	15	134	134	134	134	134	134	134
6	139°27'55"	4.49	10.9	4039	21	120°00'55"	14.99	15	134	134	134	134	134	134	134
7	144°23'20"	4.223	10.9	4040	22	126°46'30"	16.61	16.62	134	134	134	134	134	134	134
8	144°43'40"	3.285	11.6	4041	22	133°28'30"	15.49	15.5	134	134	134	134	134	134	134
9	144°43'40"	3.285	11.6	4042	22	133°28'30"	15.49	15.5	134	134	134	134	134	134	134
10	125°51'27"	1.8	1.8	1240	23	143°16'10"	15.49	15.5	134	134	134	134	134	134	134
11	116°57'50"	1.8	1.8	1240	24	138°27'10"	21.865	15.865	91	91	91	91	91	91	91
12	108°23'10"	1.8	1.8	1240	25	128°29'20"	10.315	10.32	1240	1240	1240	1240	1240	1240	1240
13	94°24'50"	1.8	1.8	1240	26	115°15'25"	16.5	16.5	1240	1240	1240	1240	1240	1240	1240
14	102°35'40"	1.8	1.8	1240	27	32°21'30"	15.18	15.18	1240	1240	1240	1240	1240	1240	1240
15	102°35'40"	1.8	1.8	1240	28	32°21'30"	15.18	15.18	1240	1240	1240	1240	1240	1240	1240

PERMANENT MARKS DRILL HOLES & WINGS IN HERB

NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
N	215°18'00"	3.91 & 11.86	Y	55°30'00"	3.99 & 11.515
P	305°01'55"	3.555 & 16.985	Z	14°30'00"	3.40 & 11.55
Q	35°14'20"	3.39 & 11.515	AA	104°30'00"	3.49 & 11.63
R	307°58'30"	3.40 & 16.955	AB	2°08'15"	3.43 & 11.87
S	268°30'00"	3.455 & 16.97	AC	14°30'00"	3.33 & 11.80
T	221°10'00"	8.175	AD	3°00'00"	3.46 & 11.505
U	267°50'00"	18.115	AE	27°20'15"	3.755 & 18.505
V	115°50'00"	3.40 & 11.55	AF	207°30'15"	4.165 & 20.555
W	35°14'20"	3.40 & 11.55	AG	284°30'00"	3.45
X	55°30'00"	3.10 & 11.555		282°19'20"	3.45



SIGNED BY ME RALPH STUART BRUCE  
 AS DELEGATE OF THE LAND AND  
 HOUSING CORPORATION, AND I HEREBY  
 CERTIFY THAT I HAVE NO NOTICE OF  
 THE REVOCATION OF SUCH DELEGATION.

DP 802800  
 Registered: 08/23/15 1990  
 3rd Edition  
 7th MAY 1990

Paul M Daly

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 1 of 4 Sheets)

DP802800

PART 1.

PLAN

Plan of Subdivision of Lot 911 in  
D.P. 800228

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation  
Level 1, 2-4 Merton Street  
SUTHERLAND NSW 2232

1. Identity of easement firstly referred  
to in abovementioned plan.

Easement to drain water 1.5 wide

Schedule of lots etc. affected

<u>Lots burdened</u>	<u>Lots benefited</u>
4021	4023, 4024, 4025, 4026, 4027, 4028, 4029, 4030, 4031, 4032, 4034
4022	4021, 4023, 4024, 4025, 4026, 4027, 4028 4029, 4030, 4031, 4032, 4034,
4023	4024, 4025, 4026, 4027, 4028, 4029 4030, 4031, 4032, 4034
4024	4025, 4026, 4027, 4028, 4029, 4030, 4031 4032, 4034
4025	4026, 4027, 4028, 4029, 4030, 4031, 4032, 4034
4026	4027, 4028, 4029, 4030, 4031, 4032, 4034
4027	4028, 4029, 4030, 4031, 4032, 4034
4028	4029, 4030, 4031, 4032, 4034
4029	4030, 4031, 4032, 4034
4030	4031, 4032, 4034
4031	4032, 4034
4032	4034
4067	912 in D.P. 800228 (C.T. Folio 912/800228
4071	4067, 912 in D.P. 800228 (C.T. Folio 912/ 800228)

NAME OF AUTHORITY whose consent is required to release vary or modify the easement firstly referred  
to in abovementioned plan.

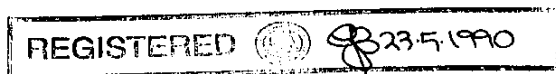
CAMDEN MUNICIPAL COUNCIL

2. Identity of easement secondly referred  
to in abovementioned plan.

Easement for underground Mains 1 wide

Schedule of lots etc. affected

<u>Lots burdened</u>	<u>Name of Authority benefited</u>
4030, 4056	Prospect County Council



*Handwritten signature*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 2 of 4 Sheets)

PART 1.

PLAN DP802800

Plan of Subdivision of Lot 911 in  
D.P. 800228

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation  
Level 1, 2-4 Merton Street  
SUTHERLAND NSW 2232

3. Identity of easement thirdly referred  
to in abovementioned plan.

Easement for electricity purposes 2.75 wide

Schedule of lots etc. affected

Lots burdened

Name of Authority benefited

4084

Prospect County Council

4. Identity of restriction fourthly referred  
to in abovementioned plan.

Restriction on use

Schedule of lots etc. affected

Lots burdened

Lots benefited

Each Lot except Lots 4083, 4084, 4085

Every other Lot except Lots 4083, 4084, 4085

5. Identity of restriction fifthly referred  
to in abovementioned plan.

Restriction on use

Lots burdened

Name of Authority benefited

4064, 4065, 4066, 4067, 4081, 4082

Camden Municipal Council

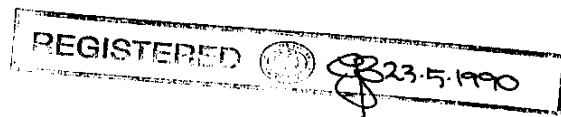
PART 2

2. Terms of Easement secondly referred to in abovementioned plan.

An easement for the transmission of electricity with full and free right leave liberty and licence for the Council and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or person and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface or undersurface or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer of the Council for the time being.

NAME OF AUTHORITY whose consent is required to release vary or modify the easement referred to in abovementioned plan.

PROSPECT COUNTY COUNCIL



A handwritten signature in black ink, appearing to be "J. Bruce".

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 3 of 4 Sheets)

PART 2.

PLAN DP802800

Plan of Subdivision of Lot 909 in  
D.P. 800228

Full name and address of  
proprietor of the land.

New South Wales Land and Housing Corporation  
Level 1, 2-3 Merton Street  
SUTHERLAND NSW 2232

3. Terms of Easement thirdly referred to in abovementioned plan.

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by The Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that The Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

NAME OF AUTHORITY whose consent is required to release vary or modify the easement referred to in abovementioned plan.

PROSPECT COUNTY COUNCIL

4. Terms of Restriction on use fourthly referred to in abovementioned plan.

- (a) No more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the resubdivision of one or more of the lots burdened.
- (b) No garage or outbuilding shall be erected or permitted to remain on each Lot burdened except until after or concurrently with the erection of any main building thereon.
- (c) Without the prior consent in writing of the New South Wales Land and Housing Corporation which the New South Wales Land and Housing Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever, no building or structure shall be erected on any Lot burdened having external walls other than of new materials and any such building shall not be of a prefabricated or a temporary structure or of a kit-type construction or which has been transported to or re-assembled on such a Lot.
- (d) No fence shall be erected on each Lot burdened, closer to the street than the house building line, as fixed by the responsible Shire, Municipal or City Council.



A handwritten signature in black ink, appearing to be "M. C. Brown".

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 4 of 4 Sheets)

PART 2.

PLAN DP802800

Plan of Subdivision of Lot 911 in  
D.P. 800228

Full name and address of  
proprietor of the land,

New South Wales Land and Housing Corporation  
Level 1, 2-3 Merton Street  
SUTHERLAND NSW 2232

4. Terms of Restriction on use fourthly referred to in abovementioned plan.

- (e) No fence shall be erected on each Lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and if favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- (f) No advertisement hoarding sign or matter shall be displayed or erected on each Lot burdened (other than a sign advertising that the said Lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.
- (g) No sanitary convenience erected on each Lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said Lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said Lot fronts then the same shall be suitable screened.
- (h) No earth clay stone gravel soil or sand shall be excavated carried away or removed from each Lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said Lot or for any purposes incidental or ancillary thereto.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on use referred to in abovementioned plan.

NEW SOUTH WALES LAND AND HOUSING CORPORATION

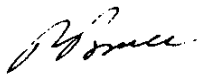
5. Terms of Restriction on use fifthly referred to in abovementioned plan.

No building shall be erected on filled land unless the requirements of Camden Municipal Council have been complied with.

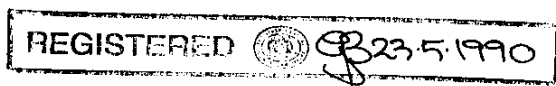
NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on use fifthly referred to in abovementioned plan.

CAMDEN MUNICIPAL COUNCIL

SIGNED by me RALPH STUART BRUCE )  
as DELEGATE of the NEW SOUTH WALES )  
LAND AND HOUSING CORPORATION who )  
hereby declares that he has no )  
notice of the revocation of the )  
delegation in the presence of: )



New South Wales Land and Housing Corporation  
by its delegate

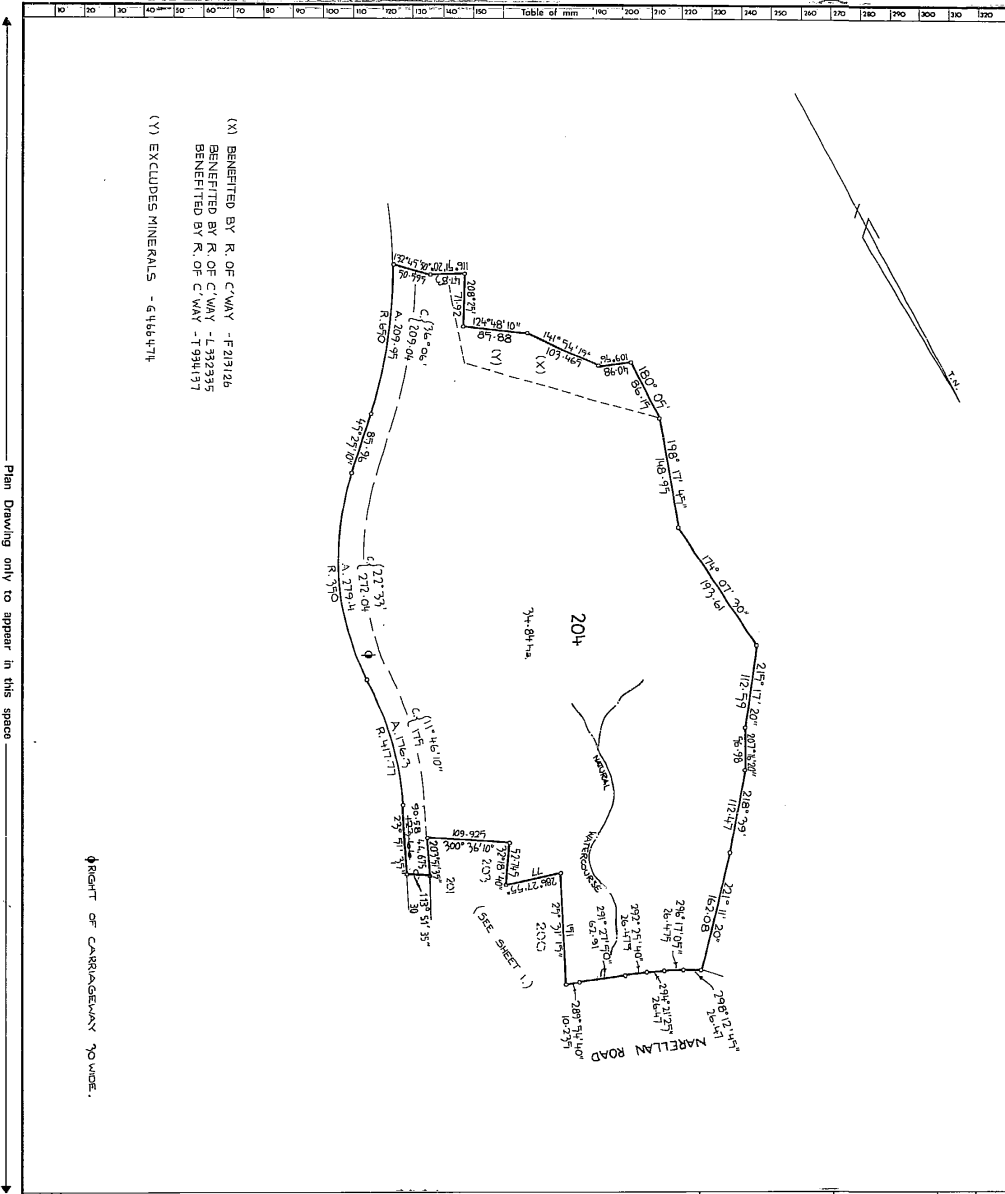






2

PLAN FORM 3 To be used in conjunction with Plan Form 2  
 WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION  
 OFFICE USE ONLY



(X) BENEFITED BY R. OF C'WAY - F.213126  
 BENEFITED BY R. OF C'WAY - L.332335  
 BENEFITED BY R. OF C'WAY - T.931377  
 (Y) EXCLUDES MINERALS - 64664716

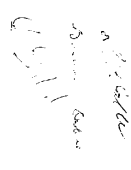

RIGHT OF CARRIAGEWAY 70 WIDE.

Plan Drawing only to appear in this space

15	20	30	40	50	60	70	80	90	100	110	120	130	140
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 27th June, 1990



Reduction Ratio 1:1000 Lengths are in metres	Surveyor's Reference: 46/85-4650/1
Signature and seal only:  Council Clerk	
Surveyor registered under Surveyors Act (1924) This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 89	
Signature and seal only: 	
Registered: DP 802842 27-6-1990	
This is sheet 2 of my plan in 2 sheets dated 6-3-89	

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

Lengths are in Metres

(Sheet 1 of 1 sheet)

Plan:

*DP 26-6-1990*

PART 1

Of Subdivision of Lot 2, DP  
590370, Lot 2, DP 590369, Lot 102,  
DP 718669 and Lot 12, DP  
covered by Council Clerk's  
Certificate No.

Full Name and Address of  
Proprietor of the Land:

Macarthur Development Corporation  
Kelliear Road & Bolger Street  
CAMPELLTOWN NSW 2560

1. Identify of Easement firstly  
referred to in abovementioned plan:

Right of carriageway 6 wide and  
variable

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

201

202 & 203

2. Identify of Easement secondly  
referred to in abovementioned plan:

Right of carriageway 3 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

201

203

3. Identify of Easement thirdly  
referred to in abovementioned plan:

Right of carriageway 30 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

204

Lot 3, DP 787348 & Lots 101 &  
107, DP 718669

PART 2

Name of Person empowered to release, vary or modify restrictions thirdly referred  
to in the abovementioned Plan:

The Council of the Municipality of Camden

Signed by *[Signature]*  
MARRY LOREL SHIELDS as  
delegate of the Macarthur Development Corpor-  
ation, and hereby certify that I have no notice of  
revocation of such delegation.

*[Signature]*

*[Signature]*

REGISTERED 91 26-6-1990

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day 27th June, 1990

10 20 30 40 50 60 70 80 90 100 110 120 130 140



PLAN FORM 2

SIGNATURE AND SEALS ONLY.

SIGNED BY ME, KENNETH JOHN GRAY  
 AS DELEGATE OF THE NEW SOUTH WALES  
 LAND AND HOUSING CORPORATION AND I  
 HEREBY CERTIFY THAT I HAVE NO NOTICE  
 OF THE REVOCATION OF SUCH DELEGATION

*[Signature]*

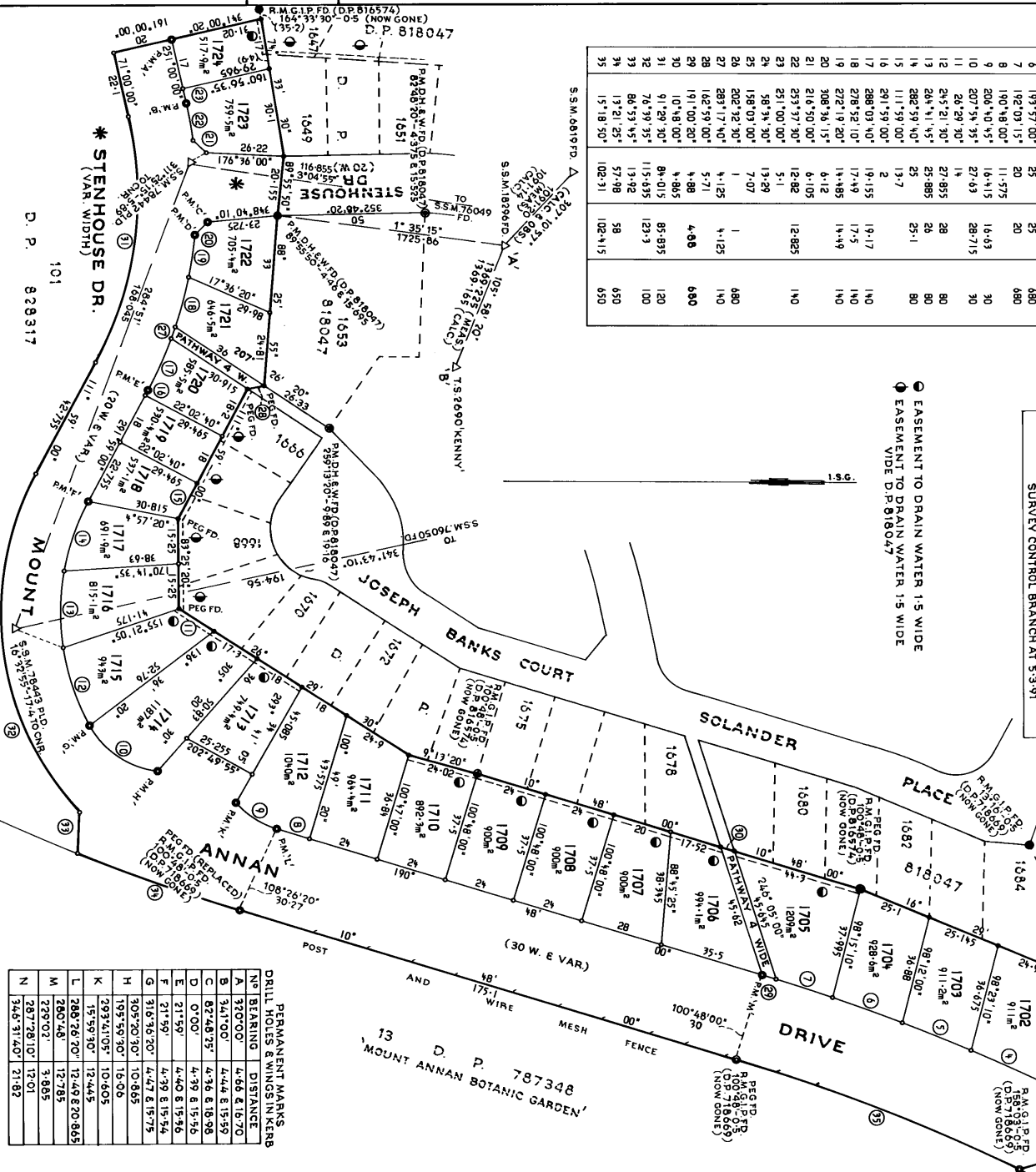
SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CURVED	ARC	RADIUS
1	92° 19' 55"	13.61	38.975	680
2	20° 51' 30"	38.97	11-1	680
3	16° 29' 05"	11-1	25	680
4	190° 09' 45"	25	25	680
5	190° 09' 20"	25	25	680
6	193° 57' 00"	25	25	680
7	192° 03' 15"	20	20	680
8	190° 46' 00"	11-575	16.43	30
9	200° 40' 45"	16.43	28.715	30
10	200° 54' 55"	27.63	28-715	80
11	26° 29' 30"	14	27-855	80
12	245° 21' 30"	27-855	28	80
13	204° 41' 45"	25-885	25-1	80
14	282° 59' 40"	25	25-1	80
15	111° 59' 00"	13-7	19-117	140
16	281° 59' 00"	2	17-5	140
17	288° 03' 40"	19-155	14-485	140
18	278° 52' 10"	17-49	14-49	140
19	272° 19' 20"	14-485	6-12	140
20	308° 36' 15"	6-12	6-105	140
21	216° 50' 00"	6-105	12-825	140
22	233° 37' 30"	12-825	5-1	140
23	231° 00' 00"	5-1	13-89	140
24	58° 34' 30"	13-89	7-07	480
25	158° 03' 00"	7-07	4-125	140
26	202° 32' 30"	1	5-71	680
27	289° 17' 40"	5-71	4-88	680
28	162° 59' 00"	4-88	4-885	120
29	191° 00' 20"	4-885	123-3	100
30	10° 48' 00"	4-885	57-98	650
31	91° 29' 30"	84-015	102-31	650
32	76° 39' 35"	115-635		
33	86° 53' 45"	13-92		
34	13° 21' 25"	57-98		
35	15° 18' 50"	102-31		

SCHEDULE OF I.S.G. CO-ORDINATES

SURVEY PRACTICE REGULATIONS CLAUSE 32(2)	EAST	NORTH	ZONE ACC.
MARK	277267.512	1231483.673	561
S.S.M. 0619	278156.841	1230824.238	561
S.S.M. 18296	279647.350	1230447.484	561
S.S.M. 2690KENNY	279647.350	1230447.484	561
SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM SURVEY CONTROL BRANCH AT 5.3.91			

EASEMENT TO DRAIN WATER 1.5 WIDE  
 EASEMENT TO DRAIN WATER 1.5 WIDE  
 WIDE D.P. 818047



PERMANENT MARKS

No	BEARING	DISTANCE
A	130° 00'	4.68 & 18.70
B	341° 00'	4.48 & 15.70
C	87° 48' 75"	4.78 & 18.98
D	0° 00'	4.78 & 18.98
E	21° 59'	4.40 & 15.54
F	21° 59'	4.40 & 15.54
G	316° 36' 20"	4.47 & 15.75
H	185° 59' 20"	16.06
K	293° 41' 05"	10.605
L	15° 59' 30"	12.445
M	280° 48'	12.785
N	287° 28' 10"	3.885
	346° 31' 40"	21.82

DP 834192

Registered: 27/10/1993  
 CA: TORRENS  
 The System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: U 7322-2 #  
 Last Plan: D.P. 816574

PLAN  
 OF SUBDIVISION OF  
 LOT 1593 IN D.P. 816574

Municipality: CAMDEN  
 Locality: MOUNT ANNAN  
 Parish: NARELLAN  
 County: CUMBERLAND

Paul M. Day & Assoc. Pty. Ltd.  
 30 AUGUST 1993  
 I, JOHN M. DAY, of the said Municipality of Camden, do hereby certify that the survey represented in this plan is a true and correct copy of the original survey as shown to me by the said Paul M. Day & Assoc. Pty. Ltd.

Plans used in preparation of survey/compilation:  
 D.P. 718669, D.P. 787348, D.P. 810364,  
 D.P. 816574, D.P. 818047, D.P. 826317

PANEL FOR USE ONLY for statements of intention to dedicate public roads to create public reserves, drainage reserves, easements, restrictions on the use of land or other purposes.

PURSUANT TO SECTION 15(3) OF THE CONVEYANCES ACT 1919, I HEREBY PROCLAIM LOT 1725 AS PUBLIC RESERVE.

PURSUANT TO SECTION 81 OF THE PUBLIC WORKS ACT 1912, I HEREBY PROCLAIM LOT 1725 AS PUBLIC RESERVE.

PURSUANT TO SECTION 89B OF THE CONVEYANCES ACT 1919, I HEREBY PROCLAIM LOT 1725 AS PUBLIC RESERVE.

Plan Drawing only to appear in this space

OFFICE USE ONLY

Y025A1A

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTION ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 2 Sheets)

**PART 1**

**PLAN DP 834192**

Plan of subdivision of Lot 1593 in  
Deposited Plan 816574

Full name and address of  
Proprietor of the land

New South Wales Land and Housing Corporation  
1 Fitzwilliam Street  
PARRAMATTA NSW 2124

1. Identity of easement firstly referred  
to in abovementioned plan

Easement to drain water 1.5 wide

**Schedule of lots etc. affected**

**Lots burdened**

1705  
1706  
1707  
1708  
1709  
1710  
1713  
1714  
1715  
1724

**Lots benefited**

1704  
1707, 1708, 1709, 1710, 1711  
1708, 1709, 1710, 1711  
1709, 1710, 1711  
1710, 1711  
1711  
1712  
1712, 1713  
1712, 1713, 1714  
101 in D.P. 828317 (CT Folio 101/828317)

2. Restriction on use secondly referred  
to in abovementioned plan

Restriction on use

**Schedule of lots etc. affected**

**Lots burdened**

each lot  
except lot 1725

**Lots benefited**

each and every other lot  
except lot 1725

3. Identity of Restriction thirdly referred  
to in the abovementioned plan

Restriction on use

**Schedule of lots etc. affected**

**Lots burdened**

1721-1724 inclusive

**Lots benefited**

1701-1720 inclusive

**PART 2**

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

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

**REGISTERED**  27-10-1993

*Handwritten mark*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTION ON THE USE OF LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 2 Sheets)

PART 2

**PLAN DP 834192**

Plan of subdivision of Lot 1593 in  
Deposited Plan 816574

NAME OF AUTHORITY empowered to release vary or modify the restriction on use secondly referred to in the abovementioned plan.

NEW SOUTH WALES LAND AND HOUSING CORPORATION

3. Terms of restriction thirdly referred to in abovementioned plan.

No building shall be erected on filled land unless the requirements of Camden Council have been complied with.

NAME OF AUTHORITY empowered to release vary or modify the restriction on use thirdly referred to in abovementioned plan.

CAMDEN COUNCIL

SIGNED by me KENNETH JOHN GRAF )  
as DELEGATE of the NEW SOUTH WALES )  
LAND AND HOUSING CORPORATION who )  
hereby declares that he has no notice )  
of the revocation of the delegation )  
in the presence of:

New South Wales Land and Housing Corporation

by its delegate:

  
DAVID PAUL TERREY



REGISTERED  H 27-10-1993



**PLAN FORM 3**

To be used in conjunction with Plan Form 2

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

- (A) EASEMENT TO DRAIN WATER
- (B) EASEMENT FOR UNDERGROUND CABLES 1 METER WIDE & VARIABLE
- (C) POSITIVE COVENANT

SEE SHEET NO.4 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES

(A) EASEMENT TO DRAIN WATER  
 1.5 M WIDE  
 (B) EASEMENT FOR UNDERGROUND CABLES 1 METER WIDE & VARIABLE  
 (C) POSITIVE COVENANT

PT 2294  
 SEE SHEET NO.1

PT 2294

Registered:  DP1012064  
 30-5-2000

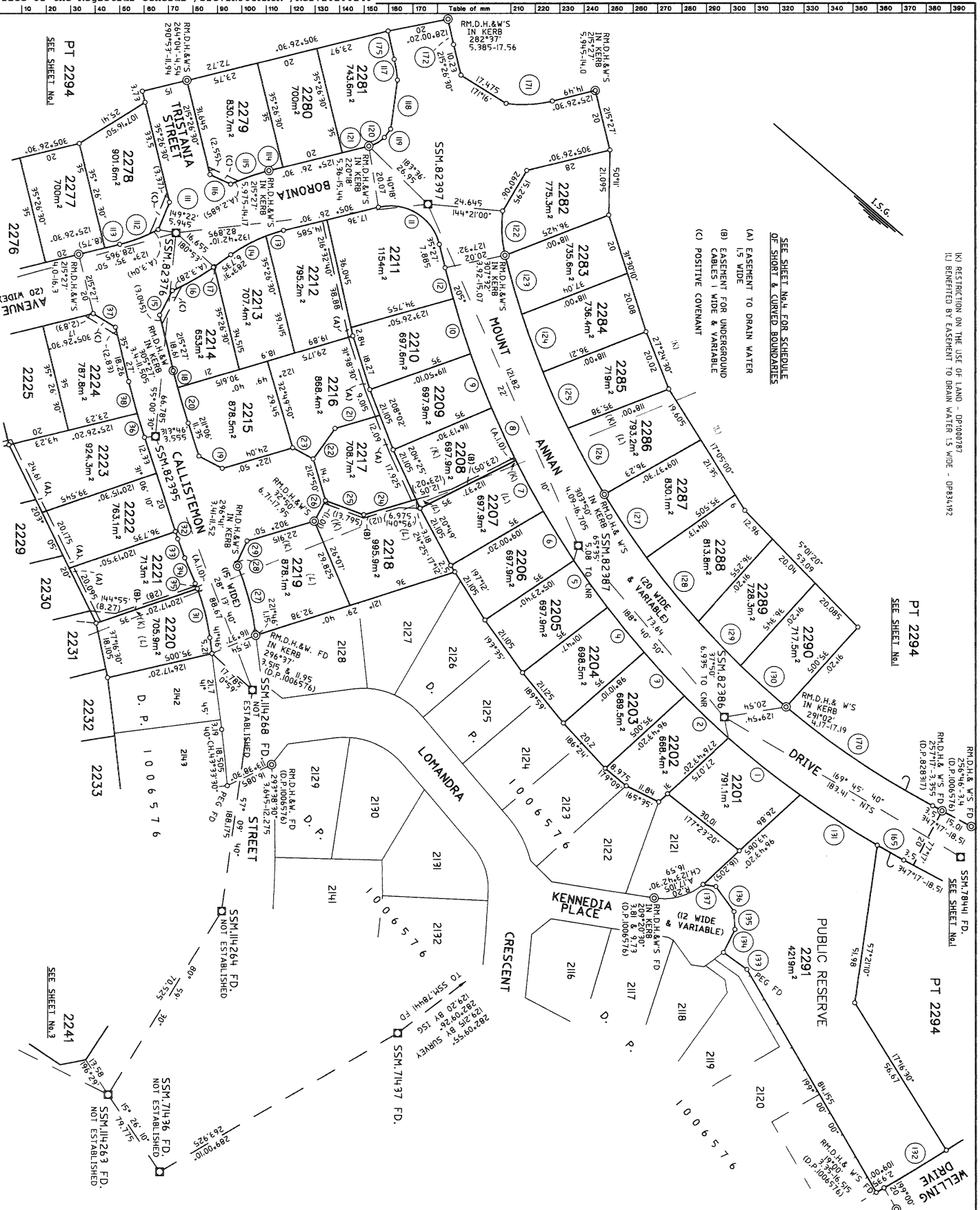
This is sheet 2 of my plan in 4 sheets dated 01 APRIL 2000

*W. G. G.*

Surveyor registered under Surveyors Act 1992  
 This is sheet 2 of the plan of 4 sheets dated 01 APRIL 2000  
 sheets covered by my Certificate No. 37 of 2000

Council Clerk

For use where space is insufficient in any panel on Plan Form 2



Plan Drawing only to appear in this space

Reduction Ratio 1:800

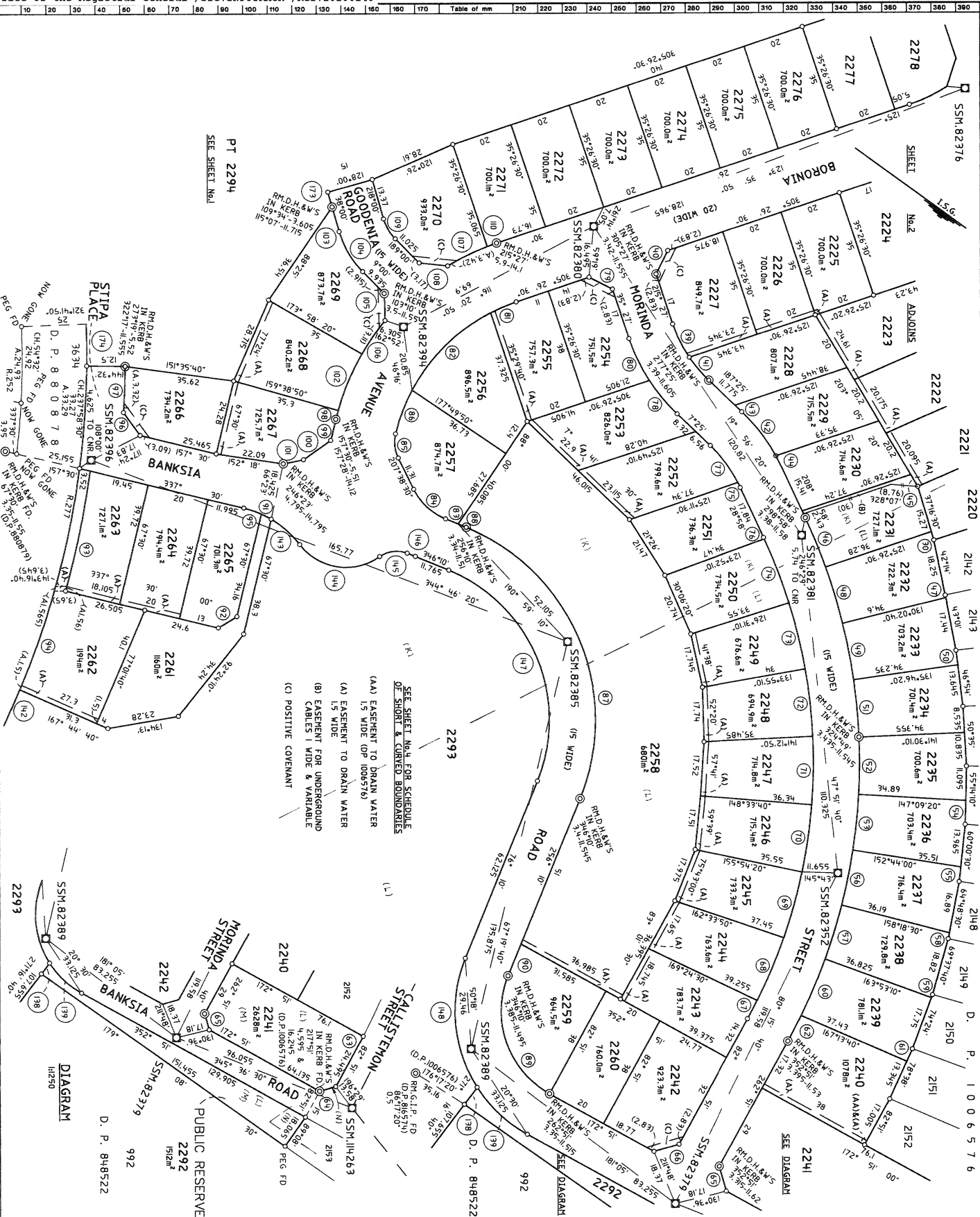
Surveyor's Reference P1214/22

**PLAN FORM 3**

To be used in conjunction with Plan Form 2

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

D. P. 1 0 0 6 5 7 6



PT 2294  
 SEE SHEET NO.1

SEE SHEET NO.1 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES

- (A) EASEMENT TO DRAIN WATER
- (AA) EASEMENT TO DRAIN WATER 1.5 WIDE (OP 10065716)
- (B) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE
- (C) POSITIVE COVENANT

SEE SHEET NO.4 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES

SEE SHEET NO.5 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES

SEE SHEET NO.6 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES

SEE SHEET NO.7 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES

SEE SHEET NO.8 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES

SEE SHEET NO.9 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES

DP1012064

Registered: 30.05.2000

This is sheet 3 of my plan of 4 sheets dated 01 APRIL 2000

*W. S. W.*

Surveyor registered under Surveyors Act 1933

For use where space is insufficient in any panel on Plan Form 2

- (K) RESTRICTION ON THE USE OF LAND -
- (L) DEPOSITED
- (M) BENEFITED BY EASEMENT TO DRAIN WATER
- (N) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED
- (O) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED
- (P) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED
- (Q) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED
- (R) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED
- (S) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED
- (T) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED
- (U) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED
- (V) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED
- (W) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED
- (X) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED
- (Y) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED
- (Z) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DEPOSITED

Reduction Ratio 1:800

Plan drawing only to appear in this space

SURVEYOR'S REFERENCE: P1214/22 'CHECKLIST'



SCHEDULE of SHORT & CURVED BOUNDARIES FOR SHEETS 2 & 3

Table with columns: No., BEARING, CHORD, ARC, RADIUS, No., BEARING, CHORD, ARC, RADIUS, No., BEARING, CHORD, ARC, RADIUS. Contains detailed boundary data for sheets 2 and 3.

DP1012064

Registered 30.5.2000

Registered 01 APRIL 2000

This is sheet 4 of the plan of 29 sheets created by my Surveyor on 2000.

For use where space is insufficient in any panel on Plan Form 3.

Reduction Ratio 1

SURVEYOR'S REFERENCE P12114/22

Plan Drawing only to appear in this space

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

(Sheet 1 of 11 Sheets)

**DP1012064**

<sup>2083</sup>  
Subdivision of Lot ~~2803~~ in DP 1000787,  
and Lot 2154 in DP 1006576 covered by  
Council Certificate No. 39/2000

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

New South Wales Land and  
Housing Corporation  
PO Box 237  
PARRAMATTA NSW 2250

**PART 1**

1. **Identity of Easement firstly  
referred to in the  
abovementioned plan:** Easement to Drain Water 1.5 wide.

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

2212	2218, 2217, 2216
2216	2218, 2217
2217	2218,
2225	2220, 2221, 2222, 2223
2226	2220, 2221, 2222, 2223
2227	2220, 2221, 2222, 2223
2223	2220, 2221, 2222
2222	2220, 2221
2221	2220
2240	Lots 2142 to 2152 incl. in DP 1006576
2255	2251, 2252, 2253,
2253	2251, 2252
2252	2251
2258	2250, 2249, 2248, 2247, 2246, 2245, 2244, 2243
2243	2250, 2249, 2248, 2247, 2246, 2245, 2244
2244	2250, 2249, 2248, 2247, 2246, 2245
2245	2250, 2249, 2248, 2247, 2246
2246	2250, 2249, 2248, 2247
2247	2250, 2249, 2248


  
.....  
Council Authorised Person



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

(Sheet 2 of 11 Sheets)

**DP1012064**

Subdivision of Lot ~~2803~~<sup>2083</sup> in DP 1000787,  
and Lot 2154 in DP 1006576 covered by  
Council Certificate No. 

2248	2250, 2249
2249	2250
2262	2265, 2264, 2263, 2261
2263	2265, 2264
2264	2265
2267	2269, 2268
2268	2269

2. **Identity of Easement secondly referred to in the abovementioned plan:** Easement for Underground Cables 1 wide & variable.

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
2208, 2218, 2221, 2231	Integral Energy Australia

3. **Identity of Easement thirdly referred to in the abovementioned plan:** Positive Covenant

**Schedule of lots etc affected**

<b>Lots burdened:</b>	<b>Lots, name of road or authority benefited:</b>
2214, 2224, 2227, 2242, 2254, 2266, 2269, 2270, 2278, 2279	Camden Council


  
.....  
Council Authorised Person



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

(Sheet 3 of 11 Sheets)

**DP1012064**

Subdivision of Lot ~~2803~~<sup>2083</sup> in DP 1000787,  
and Lot 2154 in DP 1006576 covered by  
Council Certificate No. 

4. **Identity of Restriction fourthly referred to in the abovementioned plan:** Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

Each and every lot except 2241,  
2258, 2291, 2292, 2293 and 2294

**Lots, name of road or authority benefited:**

Each and every other lot except 2241,  
2258, 2291, 2292, 2293 and 2294

5. **Identity of Restriction fifthly referred to in the abovementioned plan:** Restriction on the Use of Land

**Schedule of lots etc affected**

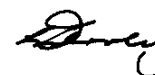
**Lots burdened:**

2207 to 2217 incl.,  
2224 to 2226 incl.,  
2253 to 2257 incl.,  
2261 to 2266 incl.,  
2271 to 2281 incl.,  
2283 to 2287 incl.

**Lots, name of road or authority benefited:**

Camden Council

  
.....  
Council Authorised Person




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

(Sheet 4 of 11 Sheets)

**DP1012064**

2083

Subdivision of Lot ~~2803~~ in DP 1000787,  
and Lot 2154 in DP 1006576 covered by  
Council Certificate No. 

6. **Identity of Restriction sixthly referred to in the abovementioned plan:** Restriction on the Use of Land

**Schedule of lots etc affected**

**Lots burdened:**

2261, 2262, 2263, 2264, 2266

**Lots, name of road or authority benefited:**

Camden Council

7. **Identity of Easement seventhly referred to in the abovementioned plan:** Easement for Drainage variable width

**Schedule of lots etc affected**

**Lots burdened:**

2293

**Lots, name of road or authority benefited:**

3634 in DP 880878.

  
.....  
Council Authorised Person




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

(Sheet 5 of 11 Sheets)

2083

**DP1012064**

Subdivision of Lot ~~2803~~ in DP 1000787,  
and Lot 2154 in DP 1006576 covered by  
Council Certificate No. 

**PART 2**

- 2. Terms of Easement for Underground Cables 1 wide and variable secondly referred to in the abovementioned plan:**

An easement for underground cables as set out in Memorandum 3021851 filed in the Land Titles Office.

- 3. Terms of the Positive Covenant thirdly referred to in the abovementioned plan.**

For the purpose of street sign maintenance:

- (a) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the street name sign erected within that part of the land designated (c) is not removed or altered in any way,
- (b) The Registered Proprietor for the time being of the land hereby burdened shall ensure that the aforesaid street name sign is maintained in good order at all times to the satisfaction of Camden Council and the New South Wales Land and Housing Corporation.

  
.....  
Council Authorised Person



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

(Sheet 6 of 11 Sheets)

**DP1012064**

2083  
Subdivision of Lot ~~2803~~ in DP 1000787,  
and Lot 2154 in DP 1006576 covered by  
Council Certificate No.

**4. Terms of Restrictions on the Use of Land fourthly referred to in the  
abovementioned plan:**

1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials and the proportion of the combined areas of timber and/or glass and/or fibre cement panelling or boarding shall not in the case of a single storey building exceed 25% of the total area of the external walls and in the case of a building having more than one storey, 40% thereof: PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.


b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):

of less than 140 square metres where that land area is 650 square metres or greater,

of less than 120 square metres where the land area is 550 square metres or more but less than 650 square metres,

of less than 110 square metres where the land area is less than 550 square metres.

  
.....  
Council Authorised Person



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

(Sheet 7 of 11 Sheets)

**DP1012064**

Subdivision of Lot ~~2803~~<sup>2083</sup> in DP 1000787,  
and Lot 2154 in DP 1006576 covered by  
Council Certificate No.

2. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than terra-cotta roof tiles, or concrete roof tiles, or timber shingles, or slate, or corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, or such other material as may be approved by the New South Wales Land and Housing Corporation in its absolute discretion.
3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. No main building shall be erected on each burdened lot unless it has an attached garage and such garage shall have a minimum floor area of 16 square metres.
5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber infill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) shall be constructed on the burdened lot:

where the lot is not a corner lot, on or adjacent to the street frontage, or on a side boundary forward of the main building, except for side boundaries co-incident with the rear boundary of corner lots, where the relevant requirements of 6 hereunder shall apply, or

where the lot is a corner lot, on a front or side boundary forward of the front alignment of the main building or on or adjacent to the side street frontage forward of a line parallel to and distant 10 metres forward of the rear boundary.

  
.....  
Council Authorised Person






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

(Sheet 8 of 11 Sheets)

**DP1012064**

2083  
Subdivision of Lot ~~2803~~ in DP 1000787,   
and Lot 2154 in DP 1006576 covered by  
Council Certificate No.

6. Where the burdened lot is a corner lot, no fence comprised of materials other than lapped and capped paling, brick, stone, brushwood or combinations thereof (and only to a height of no greater than 1,800 millimetres) shall be constructed on or adjacent to the side street boundary within the area bounded by a line parallel to and distant 10 metres forward of the rear boundary, the street side alignment of the main building, the rear boundary and the side street boundary.
7. No fence constructed with aluminium sheeting or fibre cement or asbestos cement or fibreglass or any other material of a similar nature shall be erected on a boundary of the burdened lot adjoining a public reserve or a public pathway or a street frontage.
8. Where any timber boundary fence has been erected by the New South Wales Land and Housing Corporation at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of the New South Wales Land and Housing Corporation in writing being first obtained.
9. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.

  
.....  
Council Authorised Person



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

(Sheet 9 of 11 Sheets)

**DP1012064**

2083  
Subdivision of Lot ~~2803~~ in DP 1000787,  
and Lot 2154 in DP 1006576 covered by  
Council Certificate No.

- 10. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

**5. Terms of Restrictions on the Use of Land fifthly referred to in the abovementioned plan.**

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Camden Council.

**6. Terms of Restrictions on the Use of Land sixthly referred to in the abovementioned plan.**

- (a) No excavation shall be carried out on the land hereby burdened without the prior written consent of Camden Council.
- (b) No building shall be erected or permitted to remain on the land hereby burdened which has a floor of any habitable room below the Australian Height Datum level indicated in the following schedule:

<u>LOT</u>	<u>A.H.D LEVEL</u>
2261	106.55
2262	106.55
2263	106.80
2264	106.80
2266	107.00


  
.....  
Council Authorised Person



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

(Sheet 10 of 11 Sheets)

**DP1012064**

2083  
Subdivision of Lot ~~2803~~ in DP 1000787,   
and Lot 2154 in DP 1006576 covered by  
Council Certificate No.

**7. Terms of Easement for Drainage seventhly referred to in the  
abovementioned plan:**

FULL AND FREE RIGHT for every person who is at any time entitled to an estate or interest in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him or her to make, layout, construct, erect, install, carry, maintain and use through and over and under the servient tenement all drains, pipes, conduits, channels, retention ponds or other equipment and materials necessary to carry all or any of rain, storm, spring, soakage, seepage water or sewage from the said dominant tenement TOGETHER WITH the right for the grantee and every person authorised by him or her to enter upon the servient tenement and to remain there for any reasonable time with any tools, implements or machinery necessary for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such drains, pipes, conduits, channels, retention ponds or other equipment and materials or any part thereof to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and/or free access to the servient tenement.

**Name of person or authority empowered to release vary or modify the Easements  
or Restrictions firstly, fifthly and sixthly referred to in the abovementioned plan.**

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

**Name of person or authority empowered to release vary or modify the Easement  
secondly referred to in the abovementioned plan.**

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


  
.....  
Council Authorised Person



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

(Sheet 11 of 11 Sheets)

**DP1012064**

Subdivision of Lot <sup>2083</sup>~~2803~~ in DP 1000787,   
and Lot 2154 in DP 1006576 covered by  
Council Certificate No.

**Name of person or authority empowered to release vary or modify the Positive  
Covenant or Easement thirdly and seventhly referred to in the abovementioned  
plan.**

The Council of Camden together with the New South Wales Land and Housing  
Corporation. The cost and expense of any such release, variation or modification  
shall be borne by the person or corporation requesting same in all respects.

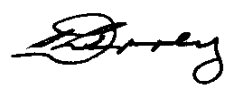
**Name of person or authority empowered to release vary or modify the  
Restrictions fourthly referred to in the abovementioned plan.**

The New South Wales Land and Housing Corporation. The cost and expense of  
any such release, variation or modification shall be borne by the person or  
corporation requesting same in all respects.

SIGNED by **DOMINIC JOSEPH SIDOTI**  
as delegate of the New South Wales  
Land and Housing Corporation who  
hereby declares that he has no notice  
of the revocation of the delegation  
in the presence of:



.....  
New South Wales Land and  
Housing Corporation by  
its delegate.



.....  
Witness **DAVID PAUL TERREY**

.....  
Council Authorised Person

REGISTERED  30.5.2020



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

**APPLICANT:** Ms M Orczykowski  
PO Box 312  
GUNGAHLIN ACT 2912

Certificate number: 20211753  
Reference number: 439975  
Certificate issue date: 20/04/2021  
Certificate fee: \$53.00  
Applicant's reference:  
Property number: 1119018

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 2206 DP: 1012064  
Address: **310 Mount Annan Drive MOUNT ANNAN NSW 2567**

**BACKGROUND INFORMATION**

This certificate provides information on how a property (such as land, a house, commercial building, etc.) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act. 1979

## 1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

### LOCAL ENVIRONMENTAL PLANS (LEP'S)

Camden Local Environmental Plan 2010.

### STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

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

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences 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

SEPP No 65 (Design Quality of Residential Apartment Development) 2005 Amendment (Design and Place) 2021

SEPP (Building Sustainability Index: BASIX) Amendment (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 R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

##### Objectives of zone

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

##### B. Permitted without consent

Home occupations.

##### C. Permitted with consent

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

##### D. Prohibited

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

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

No.

F. Whether the land includes or comprises critical habitat

No.

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



No.

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

No.

### **3. COMPLYING DEVELOPMENT**

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

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

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

#### **HOUSING CODE**

Complying development MAY be carried out on the land.

#### **LOW RISE 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**

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

No.

#### **6. ROAD WIDENING AND ROAD REALIGNMENT**

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

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

No.

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

Whether or not the land is affected by a policy:

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

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

### **LAND SLIP**

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

### **BUSHFIRE**

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

### **TIDAL INUNDATION**

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

### **SUBSIDENCE**

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

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

No.

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

No.

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

## 8. LAND RESERVED FOR ACQUISITION

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

No.

## 9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Contributions Plan No 3 - Upper Narellan Creek Catchment (Trunk Drainage & Water Quality Facilities).

Camden Contributions Plan 2011

## 9A. BIO-DIVERSITY CERTIFIED LAND

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

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

No.

## 10. BIODIVERSITY STEWARDSHIP SITES

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

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

No.

#### **10A. NATIVE VEGETATION CLEARING SET ASIDES**

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

No.

#### **11. BUSH FIRE PRONE LAND**

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**

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

No.

#### **13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

No.

#### **14. DIRECTIONS UNDER PART 3A**

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

No.

#### **15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

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

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

No.

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

No.

## **16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS**

Is there a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

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

No.

## **17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

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

No.

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

No.

## **18. PAPER SUBDIVISION INFORMATION**

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

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

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

Not Applicable.

## **19. SITE VERIFICATION CERTIFICATES**

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

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

No.

## 20. LOOSE-FILL ASBESTOS INSULATION

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

No.

## 21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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

A statement of:

whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

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

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

No.

## 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**

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

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

No.

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

No.

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

No.

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

No.

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

No.

## **DISCLAIMER AND CAUTION**



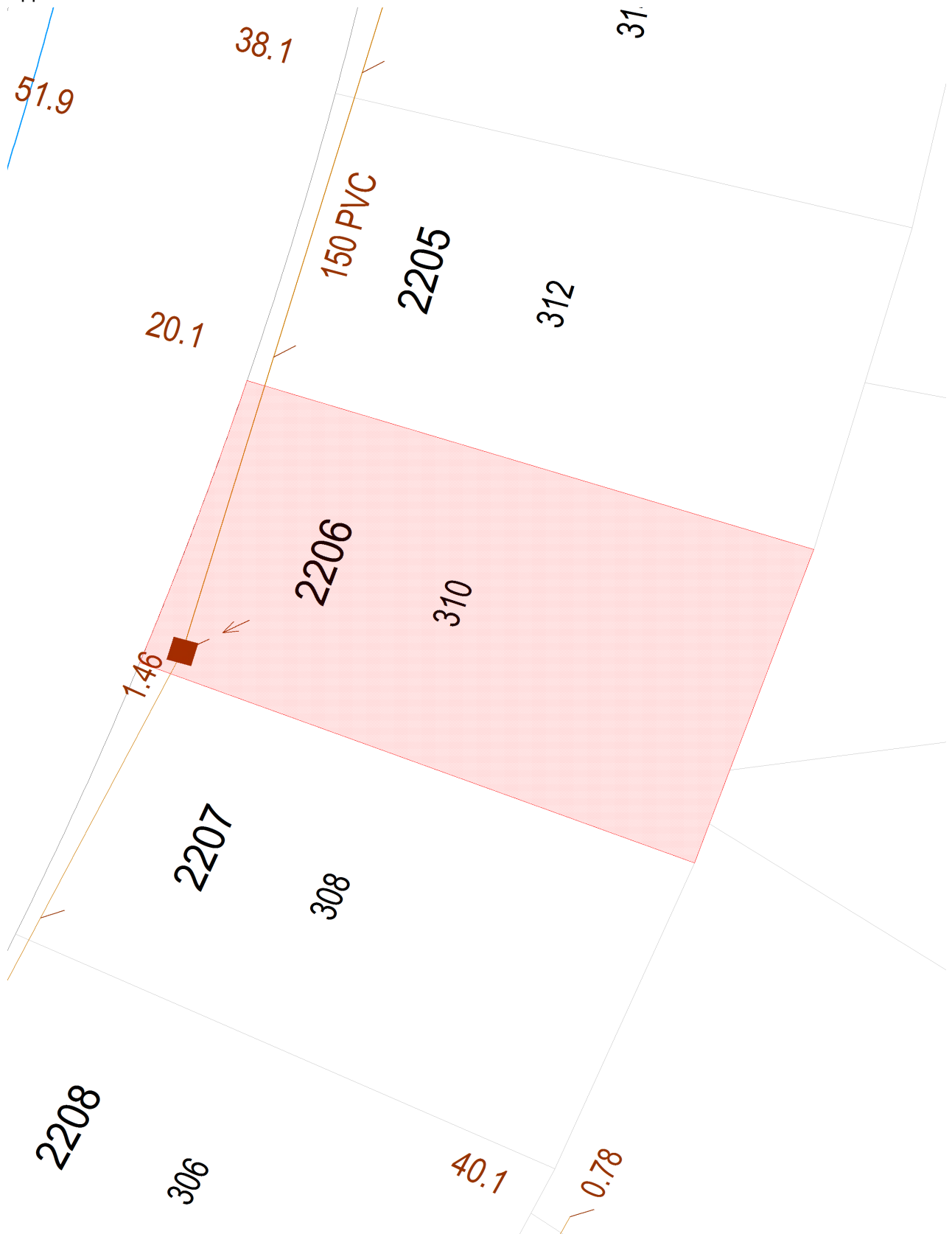
The information on zones, controls etc., given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

**Ron Moore**  
General Manager

**Service Location Print**  
Application Number: 8000638402



Document generated at 19-04-2021 08:02:11 AM

**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**.

# 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)	
Ventshaft EDUCT			
Ventshaft 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 Cable, 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			

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## Pipe Types

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

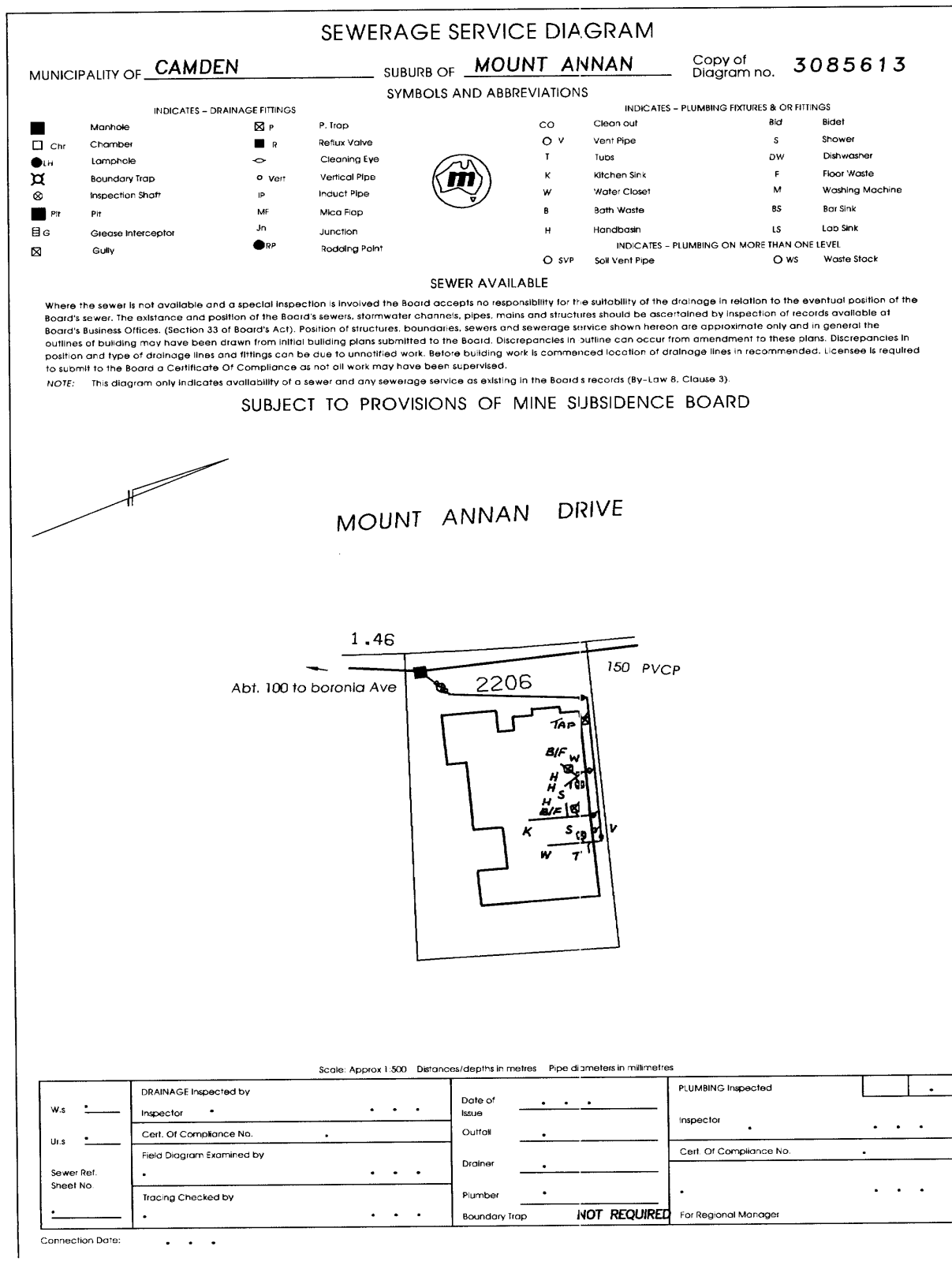
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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# Sewer Service Diagram

Application Number: 8000638401



**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**.